



MEETING OF THE MILPITAS CITY COUNCIL AGENDA

TUESDAY, JANUARY 6, 2015
455 EAST CALAVERAS BOULEVARD
MILPITAS, CA
7:00 P.M.



SUMMARY OF CONTENTS

- I. CALL TO ORDER by the Mayor (7:00 p.m.)**
- II. PLEDGE OF ALLEGIANCE (7:00 p.m.)**
- III. INVOCATION (Mayor Esteves)**
- IV. APPROVAL OF COUNCIL MEETING MINUTES – December 16, 2014**
- V. SCHEDULE OF MEETINGS – COUNCIL CALENDAR – January 2015**
- VI. PRESENTATION**
 - > Certificate to Christine Ma, local winner of 2014-15 Lions Club International Peace Poster Contest
- VII. PUBLIC FORUM**

Members of the audience are invited to address the Council on any subject not on tonight's agenda. Speakers must come to the podium, state their name and city of residence for the Clerk's record, and limit their remarks to three minutes. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. However, the Council may instruct the City Manager to place the item on a future meeting agenda.

- VIII. ANNOUNCEMENTS**
- IX. ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS**
- X. APPROVAL OF AGENDA**
- XI. CONSENT CALENDAR (Items with asterisks*)**

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 member of the City Council, 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. If removed, this item will be discussed in the order in which it appears on the agenda.

- XII. PUBLIC HEARINGS**
 - 1. Conduct a Public Hearing on 2015 Weed Abatement Program and Adopt a Resolution Directing the Abatement Program (Staff Contact: Albert Zamora, 408-586-3371)**
 - 2. Conduct a Public Hearing and Adopt a Resolution Approving Vesting Tentative Map, Conditional Use Permit, Site Development Permit and Planned Unit Development for 25 Unit Residential Subdivision at 75 S. Milpitas Boulevard (Staff Contact: Shaunn Mendrin, 408-586-3278)**

3. **Conduct a Public Hearing and Adopt a Resolution Approving a General Plan Amendment to Create a “Greenhouse Gas Emissions Reduction Strategy” Section within the Land Use Element of the City’s General Plan Relating to the Adopted Climate Action Plan (Staff Contact: Adam Petersen, 408-586-3274)**

XIII. UNFINISHED BUSINESS

- * 4. **Receive the Monthly Update of the Odor Control Report (Staff Contact: Steven Machida, 408-586-3355)**

XIV. REPORTS OF MAYOR

- * 5. **Consider Mayor’s Recommendations for Re-appointments and Appointments to Milpitas Commissions including Planning Commission (Contact: Mayor Esteves, 408-586-3029)**
- * 6. **Approve Mayor’s Recommendation for Staff Alternates to Voting Members on the Milpitas Oversight Board (Staff Contact: Mary Lavelle, 408-586-3001)**

XV. NEW BUSINESS

- * 7. **Approve a New Capital Improvement Program Project for Main Street Pavement Reconstruction, a Budget Appropriation and Authorize the City Manager to Execute a Consultant Agreement with HMH Engineers for Project No. 4277 (Staff Contact: Steve Erickson, 408-586-3301)**

XVI. RESOLUTIONS

- * 8. **Adopt a Resolution Granting Final Acceptance of the 2013 Sound Wall Renovation Project No. 4267 (Staff Contact: Steve Erickson, 408-586-3301)**
- * 9. **Adopt a Resolution Approving Appraisal Reports and Establishing the Fair Market Value of an Acre of Land for the Purpose of Calculating Park In-Lieu Fees for Areas Outside the Transit Area and Midtown Specific Plans and for Areas Inside the Transit Area Specific Plan and Midtown Specific Plan (Staff Contact: Adam Petersen, 408-586-3274)**

XVII. AGREEMENTS

- * 10. **Approve a Consultant Agreement with Cannon Design Group, Inc. to Provide Design Review Services on an As-Needed Basis (Staff Contact: Steven McHarris, 408-586-3273)**
- * 11. **Approve Consultant Agreements with EOA Inc. and CSG Consultants, Inc. for Third Party Review of Development Projects for Compliance with the Municipal Regional Permit Provision C.3 for an Annual Amount Not-To-Exceed \$60,000 Each and Approve a Budget Appropriation (Staff Contact: Steven Machida, 408-586-3355)**

XVIII. ADJOURNMENT

**NEXT REGULARLY SCHEDULED COUNCIL MEETING
TUESDAY, JANUARY 20, 2015**

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 agencies of the City exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and the 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: mogaz@ci.milpitas.ca.gov / Phone: 408-586-3040

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

Materials related to an item on this agenda submitted to the City Council after initial distribution of the agenda packet are available for public inspection at the City Clerk's office at Milpitas City Hall, 3rd floor 455 E. Calaveras Blvd., Milpitas and on the City website.

All City Council agendas and related materials can be viewed online here:
www.ci.milpitas.ca.gov/government/council/agenda_minutes.asp (select meeting date)

APPLY TO SERVE ON A CITY COMMISSION

Seeking Applications for:
Recycling and Source Reduction Advisory Commission (MUSD member)
Veterans Commission

SPECIAL NEW for 2015:
Campaign Finance Reform Committee – contact City Clerk

Commission application forms are available online at www.ci.milpitas.ca.gov or at Milpitas City Hall. Contact the City Clerk's office at 408-586-3003 for more information.

If you need assistance, per the Americans with Disabilities Act, for any City of Milpitas public meeting, call the City Clerk at 408-586-3001 or send an e-mail to mlavelle@ci.milpitas.ca.gov prior to the meeting. You may request a larger font agenda or arrange for mobility assistance. For hearing assistance, headsets are available in the City Council Chambers for all meetings in that facility.

AGENDA REPORTS

XII. PUBLIC HEARINGS

1. Conduct a Public Hearing on 2015 Weed Abatement Program and Adopt a Resolution Directing the Abatement Program (Staff Contact: Albert Zamora, 408-586-3371)

Background: At its meeting of December 2, 2014, the City Council adopted Resolution No. 8428 declaring weeds on certain described properties to be a public nuisance, and set a public hearing for January 6, 2015 to hear objections. A copy of the resolution was forwarded to the Santa Clara County Agricultural Commissioner. A notice for the public hearing was published in the local newspaper and property owners mailed a notice of the proposed abatement by the County. The purpose of the public hearing is for any owners who object to the removal of the weeds to state their objections before the weeds are removed and the costs made a lien upon their property.

Included in the agenda packet is a list of properties to be abated following the draft resolution directing the County Agricultural Commissioner to abate the weeds.

Recommendations:

1. Open the Public Hearing for comments; and, then move to close the Public Hearing.
2. Adopt a resolution directing the County Agricultural Commissioner 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.

2. Conduct a Public Hearing and Adopt a Resolution Approving Vesting Tentative Map, Conditional Use Permit, Site Development Permit and Planned Unit Development for 25 Unit Residential Subdivision at 75 S. Milpitas Boulevard (Staff Contact: Shaunn Mendrin, 408-586-3278)

Background: The proposed project is a request to develop an existing 1.26 acre site with 25 townhouses including five live-work units (three facing South Milpitas Boulevard and two along the entry driveway). The townhouses are three stories with a ground floor garage and two levels above. The live-work units on South Milpitas Boulevard (Building 801) will have the live-work area located on the ground floor, generally level with the sidewalk. Attachment G includes the Zoning Code requirements for Live-Work Units for reference. The back two buildings (802 and 902) will have the live-work main level located at the paseo level. The proposed project also includes guest parking at the rear of the property and two accessible spaces. Site landscaping will be provided in the remaining open areas and will include trees, shrubs and other planting appropriate for stormwater treatment areas. The street frontage will be enhanced to include an 8-foot wide sidewalk and street tree wells with tree grates.

The Planning Commission conducted a public hearing on December 10, 2014 and adopted a resolution recommending that the City Council approve the Site Development Permit, Planned Unit Development and Vesting Major Tentative Map for the 25 townhouse development.

Public Benefit Since the Planning Commission meeting, the applicant has offered to enhance the public benefit of the project. The applicant proposes to fund a professional landscape architect to assist the City in the development of a Street Tree Planting Plan in coordination with the Community Advisory Commission's goal of tree planting along the City's boundaries and primary gateway locations. In addition, the applicant will fund the initial planting of trees identified in the Street Tree Planting Plan. The proposed value of the development of the Street Tree Planting Plan and initial tree planting is estimated at \$30,000. Staff included a Condition of Approval requiring the development of the Street Tree Plan and funding of the initial planting (see Attachment J, Condition No. 76). In addition, a draft scope of work for the development of the plan is included in Attachment I.

Urgency Ordinance (240.2) Exception Request: On August 26, 2014, the City Council adopted Urgency Ordinance No. 240.2 which implemented water use restrictions. Specifically as it relates to this project, that ordinance prohibited the use of potable water for the installation of new landscape unless it is served by Reclaimed Water (5.07). Section 5.08 of the Urgency Ordinance allows the City Council to grant exceptions as needed. The subject site is not located immediately adjacent to reclaimed water and therefore they must use potable water for all on-site irrigation. All new developments, especially residential, need to provide landscaping and onsite amenities such as useable open space. Since potable water is the only source for irrigation and landscaping area is minimal, staff supports the exemption request and has included a condition requiring the applicant (permittee) to tie into reclaimed water should it become available at a future date. In addition, the amount of site landscaping is minimal and it complies with the Water Efficient Landscape Ordinance.

In summary, the Planning Commission found the proposed Vesting Tentative Map No. MT14-0002, Site Development Permit No. SD14-0014, Conditional Use Permit No. UP14-0023 and Planned Unit Development No. PD14-0002 consistent with the provisions of the General Plan and Milpitas Municipal Code. The proposed project develops the existing site with a use that is compatible with recent development and provides a transition to existing commercial bank uses.

Fiscal Impact: None.

Attachments in agenda packet:

Attachment A - Adopted Planning Commission Resolution No. 14-036

Attachment B - Project Plans

Attachment C - Planning Commission Meeting Minutes November 12, 2014

Attachment D - Letter from 75 S. Milpitas Tenants

Attachment E - Exhibit to Attachment D

Attachment F - Letter from Applicant November 20, 2014

Attachment G - Live-Work Unit Zoning – Municipal Code Section XI-10-13.13

Attachment H - Tenant Status Letter

Attachment I - Draft Scope - Master Street Tree Planting Plan

Attachment J - Draft City Council Resolution

Recommendations:

1. Conduct a public hearing, and move to close the hearing following any comments.
2. Per Planning Commission's recommendation, adopt a resolution approving Vesting Tentative Map No. MT14-0002, Site Development Permit No. SD14-0014, Conditional Use Permit No. UP14-0023 and Planned Unit Development No. PD14-0002 for a 25 townhouse development multi-family residential subdivision, based on findings and subject to conditions of approval.
3. **Conduct a Public Hearing and Adopt a Resolution Approving a General Plan Amendment to Create a "Greenhouse Gas Emissions Reduction Strategy" Section within the Land Use Element of the City's General Plan Relating to the Adopted Climate Action Plan (Staff Contact: Adam Petersen, 408-586-3274)**

Background: On May 7, 2013, the City Council adopted Resolution No. 8252 approving the City's Climate Action Plan. Because of the four-time-per-year limitation to Land Use Element amendment of the General Plan, this item was deferred to be grouped with other General Plan land use amendments. The proposed Greenhouse Gas Emissions Reduction strategy provides a description of the adopted Climate Action Plan, its purpose and goals. The proposed amendment incorporates the adopted Climate Action Plan, reduction measures, and implementation strategies the City is currently using to achieve the State recommended greenhouse gas emissions reduction target of 15 percent below 2005 emissions levels by 2020. With complete implementation of the Climate Action Plan, the City will experience a reduction of 16.2 percent in greenhouse gas emission, which is above the 15 percent target.

California Environmental Quality Act: The City Council previously adopted Resolution No. 8252 on May 7, 2013 approving the Negative Declaration for the Climate Action Plan. The proposed General Plan Amendment is within the scope of the adopted resolution and no further environmental review is required for this action.

Fiscal Impact: None.

Attachments in agenda packet:

Attachment A – draft City Council Resolution

Attachment B – General Plan Amendment

Attachment C – adopted Council Resolution No. 8252

Attachment D – Climate Action Plan Negative Declaration

Recommendations:

1. Conduct a public hearing, and move to close the hearing following any comments.
2. Adopt a Resolution approving General Plan Amendment No. GP13-0002 for a text amendment to create a section entitled “Greenhouse Gas Emissions Reduction Strategy” within the Land Use Element of the City’s General Plan relating to the City’s adopted Climate Action Plan (CAP).

XIII. UNFINISHED BUSINESS

- * 4. **Receive the Monthly Update of the Odor Control Report (Staff Contact: Steven Machida, 408-586-3355)**

Background: From November 7 through December 8, 2014, the Bay Area Air Quality Management District (BAAQMD) received thirty-five odor complaints originating in Milpitas. Twelve complaints identified a garbage odor, four complaints identified a sewage odor, and nineteen complaints did not identify an odor source. As of the last Council update, the City’s odor reporting website has received forty-seven reported complaints.

Recommendation: Receive the odor report update.

XIV. REPORTS OF MAYOR

- * 5. **Consider Mayor’s Recommendations for Re-appointments and Appointments to Milpitas Commissions including Planning Commission (Contact: Mayor Esteves, 408-586-3029)**

Background: Mayor Esteves recommends the following re-appointments and appointments:

Community Advisory Commission:

Re-appoint Oscar Leon as a regular member to a term that will expire in January 2019.

Re-appoint Ashish Kathapurkar as Alternate No. 2 to a term that will expire in January 2017.

Emergency Preparedness Commission:

Appoint current Alternate No. 1 Evelyn Chua as a regular voting member to a term that will expire in June 2015.

Appoint current Alternate No. 2 Jonathan Nakapalau as Alternate No. 1 to a term that will expire in June 2015.

Newly appoint Christine Tran as Alternate No. 2 to a term that will expire in June 2015.

Planning Commission:

Move current Alternate Member Hon Lien up to become a regular voting member on the Commission into a term that will expire in December of 2015.

Newly appoint Ray Maglalang as a regular voting member to a term that will expire in December of 2017.

Newly appoint Zeya Mohsin as the Alternate Member to a term that will expire in December of 2015.

Senior Advisory Commission:

Re-appoint Debra Langley as a regular member to a term that will expire in December 2016.

Re-appoint Willy Wong as Alternate No. 2 to a term that will expire in December 2016.

Telecommunications Commission:

Re-appoint William Lam as a regular member to a term that will expire in January 2017.

Re-appoint M. Idrees Munir as a regular member to a term that will expire in January 2016.

Appoint current Alternate No. 1 Ernesto Bautista as a voting member to a term that will expire in January 2017.

Appoint current Alternate No. 2 Anh Bao as Alternate No. 1 to a term that will expire in January 2017.

Newly appoint Stephan Tang as Alternate No. 2 to a term that will expire in January 2016.

Copies of Commission applications are included for those with new appointees recommended, and from other applicants on file.

Recommendation: Receive Mayor's recommendations and move to approve appointments and re-appointments to Milpitas Commissions, including Planning Commission.

* **6. Approve Mayor's Recommendation for Staff Alternates to Voting Members on the Milpitas Oversight Board (Staff Contact: Mary Lavelle, 408-586-3001)**

Background: Mayor Esteves recommends that two staff members serve as alternates to the two voting members of the Oversight Board. Presently, Assistant City Manager/Finance Director Emma Karlen and resident Althea Polanski are voting members, appointed by the City Council, on that board. Finance Manager Jane Corpus presently is an appointed alternate to Mrs. Karlen. Due to recent staff retirement, a new second alternate is necessary, and the Mayor recommends that Planning & Neighborhood Service Director Steve McHarris serve in that capacity.

Recommendation: Per the Mayor's recommendation, appoint both Jane Corpus and Steve McHarris as staff alternates to either voting member on the Milpitas Oversight Board.

XV. NEW BUSINESS

* **7. Approve a New Capital Improvement Program Project for Main Street Pavement Reconstruction, a Budget Appropriation and Authorize the City Manager to Execute a Consultant Agreement with HMM Engineers for Project No. 4277 (Staff Contact: Steve Erickson, 408-586-3301)**

Background: The Main Street Pavement Reconstruction project is included in the 2014-2019 Capital Improvement Program approved by the City Council in May of 2014. The project could not be funded until a Finding of Completion related to the dissolution of the former Redevelopment Agency (RDA) had been issued by the State of California, which has taken place and funds are now available to be used.

The project will provide for the partial reconstruction of South Main Street from Carlo Street to Great Mall Parkway. The work includes the removal and replacement of roadway pavement, the installation of new Americans with Disabilities Act (ADA) sidewalk ramps, curb, gutter, sidewalk, and driveway repairs, drainage system improvements, and replacement of missing street trees.

The asphalt overlay of Serra Way and Corning Avenue from South Main Street to Abel Street is also included. The project will be funded from the remaining proceeds from the sale of the 1997 and 2003 Milpitas Redevelopment Agency (RDA) Tax Allocation Bonds. Staff requests the City Council approve the Capital Improvement Program (CIP) project, and authorize funding of the project with the necessary budget appropriation.

Staff also requests the approval of an agreement with HMH Engineers, to provide field surveying, preparation of plans and specifications for public bidding, and construction administration support for the improvements to reconstruct South Main Street. Through the City's consultant selection process, HMH Engineers has been selected to provide the design services for the Main Street Pavement Reconstruction, Project No. 4277. Staff negotiated a scope and fee for these services not to exceed \$225,000.

California Environmental Quality Act: The project is exempt under Section 15301 (Existing Facilities) of the CEQA Guidelines.

Fiscal Impact: A budget appropriation is requested in the amount of \$3,468,000 from the 2003 RDA Tax Allocation Bonds and \$528,000 from the 1997 RDA Tax Allocation Bonds to fund the Main Street Pavement Reconstruction, Project No. 4277.

Recommendations:

1. Approve a new CIP Project, Main Street Pavement Reconstruction - Project No. 4277.
2. Approve a budget appropriation of \$3,468,000 from the 2003 RDA Tax Allocation Bonds and \$528,000 from the 1997 RDA Tax Allocation Bonds to the Main Street Pavement Reconstruction, Project No. 4277.
3. Authorize the City Manager to execute an agreement with HMH Engineers in the amount of \$225,000 and for a term from January 6, 2015 to December 31, 2015 for the Main Street Pavement Reconstruction, Project No. 4277.

XVI. RESOLUTIONS

- * **8. Adopt a Resolution Granting Final Acceptance of the 2013 Sound Wall Renovation Project No. 4267 (Staff Contact: Steve Erickson, 408-586-3301)**

Background: This project was initially accepted on December 3, 2013 and has passed the one-year warranty period. A final inspection of the installed public improvements has been made and the work was found to be satisfactory. The project provided for the repair and painting of City-owned sound walls located along the easterly side of Milpitas Boulevard, from Escuela Parkway to Tramway Drive. Staff recommends the City Council grant final project acceptance of the 2013 Sound Wall Renovation, Project No. 4267 and releases the contractor's bond.

Recommendation: Adopt a resolution granting final acceptance of the 2013 Sound Wall Renovation, Project No. 4267 and release of the contractor's bond.

- * **9. Adopt a Resolution Approving Appraisal Reports and Establishing the Fair Market Value of an Acre of Land for the Purpose of Calculating Park In-Lieu Fees for Areas Outside the Transit Area and Midtown Specific Plans and for Areas Inside the Transit Area Specific Plan and Midtown Specific Plan (Staff Contact: Adam Petersen, 408-586-3274)**

Background: The City requires dedication of parkland, payment of park in-lieu fees, or a combination thereof from developers to help mitigate the impact of new residential development. If the City requires a developer to pay a fee in lieu of parkland dedication, the amount of the in-lieu fee is based, in part, on current Milpitas real estate value that is updated annually based on a fair market value appraisal. Because property values are significantly different outside of the City's two specific plan areas, the City maintains a separate park in-lieu fee for development outside those plan areas and inside those plan areas. The previous valuations for the two specific plan areas and for areas outside of the specific plan areas were completed in 2013.

The appraisal firm Smith & Associates completed the annual evaluation of the average value of land within the City for use in calculating park in-lieu fees for new residential projects. According to the City's Subdivision Ordinance, where City requires payment of a fee in lieu of park dedication, the estimated amount of the fee is based upon the fair market value determined at the time of filing of a final subdivision map. Pursuant to the City's Subdivision Ordinance, the fair market value is determined by the City Council on an annual basis. At any time, the City Council may adjust the fair market value determination to more accurately reflect current real estate market conditions. If a developer objects to the fair market value established by the City Council, the developer may obtain its own appraisal for the City Council review and approval or the City and developer may agree on a fair market value.

According to the Smith & Associates appraisal report dated December 15, 2014, the fair market value of land outside of the two specific plan areas is \$53 per square foot or \$2,308,680 per acre. There is a slight increase from the last valuation of \$51 per square foot or \$2,221,560 per acre. Similarly, the fair market value of the land inside the Midtown and Transit Area Specific Plan is \$64 per square foot or \$2,787,840 per acre. This is an increase from the last valuation of \$59 per square foot or \$2,570,040 per acre.

Fiscal Impact: None.

Recommendation: Adopt a resolution approving the appraisal reports, and establishing the fair market value of land in the City of Milpitas outside the Transit Area Specific Plan and Midtown Specific Plan to be \$53 per square foot or \$2,308,680 per acre, and for land in the City of Milpitas inside the Transit Area Specific Plan and Midtown Specific plan to be \$64 per square foot or \$2,787,840 per acre for the purpose of calculating park in-lieu fees, effective on January 7, 2015.

XVII. AGREEMENTS

- * **10. Approve a Consultant Agreement with Cannon Design Group, Inc. to Provide Design Review Services on an As-Needed Basis (Staff Contact: Steven McHarris, 408-586-3273)**

Background: The City of Milpitas is experiencing an increase in significantly complex development projects within the City and particularly within the Transit Area Specific Plan area. The Planning and Neighborhood Services Department is requesting approval from the City Council to enter into a consultant agreement Cannon Design Group, Inc. for high quality design review services effective on January 6, 2015 to January 5, 2018 in the annual amount of \$50,000. The services provided will aid staff in streamlining of the development review process and ensure that the planning and economic development of the City of Milpitas proceeds as envisioned by the City Council. Design review services from Cannon Design Group are incorporated seamlessly into the City's design review process.

Fiscal Impact: None. Design review services will be fully paid from the Project Job accounts of the development projects being processed.

Recommendations:

1. Approve a consultant agreement with Cannon Design Group for design review services on an as-needed basis for the term from January 6, 2015 to January 5, 2018 in the annual amount of \$50,000.
 2. Approve an appropriation in the amount of \$50,000 to the Planning and Neighborhood Services Department Fiscal Year 2014-15 operating budget.
- * **11. Approve Consultant Agreements with EOA Inc. and CSG Consultants, Inc. for Third Party Review of Development Projects for Compliance with the Municipal Regional Permit Provision C.3 for an Annual Amount Not-To-Exceed \$60,000 Each and Approve a Budget Appropriation (Staff Contact: Steven Machida, 408-586-3355)**

Background: Development projects, within the City of Milpitas, are subject to State law stormwater requirements including Provision C.3 of the City's Stormwater NPDES permit. EOA Inc, and CSG Consultants will assist the City by conducting third party review of development projects related to stormwater control plans for compliance with State law and Provision C.3 of the City's Stormwater Municipal Regional Permit. Tasks will include regulatory review of project development stormwater control submittals, including but not limited to Special Projects eligibility, review of design criteria and sizing calculations, review of applicant procedures and to confirm compliance with City municipal codes and policies. The results of each regulatory review will be summarized and documented, including conclusions regarding compliance and recommendations for further action by the City. The work for the City will be performed on an on-call basis. These two firms were selected through a competitive process. The contract will begin on January 6, 2015 and expire on January 5, 2017.

California Environmental Quality Act: This agreement is exempt from CEQA as there will be no physical change to the environment.

Fiscal Impact: None. Funds for the development project work will be reimbursed by developers through their private job accounts. The not-to-exceed annual budget for completion of all reviews, within this scope of work is \$60,000 for each proposed agreement. A budget appropriation is required even though costs are fully reimbursable by the development projects.

Recommendations:

1. Approve two separate consultant agreements with EOA Inc, and CSG Consultants, Inc., for third party review of development projects for compliance with the Municipal Regional Permit (MRP) Provision C.3 for an annual amount not-to-exceed \$60,000.00 and for a term from January 6, 2015 to January 5, 2017.
2. Approve a budget appropriation in the amount of \$120,000 in the Engineering Operating Budget for Fiscal Year 2014-15.

**NEXT REGULARLY SCHEDULED COUNCIL MEETING:
TUESDAY, JANUARY 20, 2015**

City Council

Jose Esteves, Mayor
Carmen Montano, Vice Mayor
Garry Barbadillo, Councilmember
Debbie Giordano, Councilmember
Marsha Grilli, Councilmember



CITY OF MILPITAS - NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that a Special Meeting of the Milpitas City Council will be held at **6:00 p.m. on Tuesday, January 6, 2015** at Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, CA in the City Hall Committee Room on the first floor. Agenda for the meeting is as follows:

SPECIAL MEETING AGENDA

Tuesday, January 6, 2015

6:00 PM

Milpitas City Hall

Committee Room, 1st floor

455 E. Calaveras Boulevard, Milpitas, CA

I. CALL TO ORDER/ROLL CALL

II. APPROVAL OF AGENDA

III. PUBLIC FORUM

Public comments may be made regarding any subject not on the agenda, limited to three minutes.

IV. ANNOUNCEMENT OF CONFLICT OF INTEREST

V. STUDY SESSION

To discuss with the Community Advisory Commission (CAC), receive comments and direction from the City Council, on potential City-Wide Tree Master Plan & Program for the City of Milpitas as a component of the CAC Work Plan (Contact: Steven McHarris, 408-586-3273)

VI. ADJOURNMENT

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, boards, councils and other agencies of the City exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and the City operations are open to the people's review.

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E-mail: mogaz@ci.milpitas.ca.gov / Fax 408/586-3056 / Phone 408/586-3040

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***Draft* MEETING MINUTES
CITY OF MILPITAS**

Minutes of:	Regular Meeting of Milpitas City Council
Date:	Tuesday, December 16, 2014
Time:	6:00 PM Closed Session/ 7:00 PM
Location:	Council Chambers, Milpitas City Hall, 455 East Calaveras Blvd., Milpitas

CALL TO ORDER	Mayor Esteves called the meeting to order at 6:01 PM. The City Clerk noted the roll. PRESENT: Mayor Esteves, Vice Mayor Montano, Councilmembers Barbadillo, Giordano and Grilli ABSENT: None
CLOSED SESSION ANNOUNCEMENT	None
OPEN SESSION	Open Session in Council Chambers was called to order at 7:04 PM.
PLEDGE	Boy Scouts Troop No. 92 presented the flags and led the pledge of allegiance.
INVOCATION	Councilmember Giordano offered quotes from historical figures regarding the Christmas spirit to start the meeting.
MEETING MINUTES	<u>Motion:</u> to approve the minutes of the December 2, 2014 City Council meeting Motion/Second: Councilmember Giordano/Vice Mayor Montano Motion carried by a vote of: AYES: 5 NOES: 0
SCHEDULE OF MEETINGS	<u>Motion:</u> to approve Council Calendars/Schedule of Meetings for 2014, as amended City Manager Tom Williams noted that the Telecommunications Commission regular meeting this month was canceled for December 15. Motion/Second: Councilmember Giordano/Vice Mayor Montano Motion carried by a vote of: AYES: 5 NOES: 0
PRESENTATION	Mayor Esteves presented certificates to three teachers from Milpitas Unified School District for support of Inter-School Science Fair. He also provided recognition to the Shen Yun 2015 World Tour, a Chinese dance troupe performing in the Bay Area. Finally, he gave a certificate to the "No on Measure E" committee representatives.
PUBLIC FORUM	Peter Nelson of Santa Cruz, a property owner in Milpitas, had a dispute about the fire inspection fee calculation. City Council directed him to meet with the City Manager, and so far had not been able to do so he sought Council help to get it done and resolved. Joseph Weinstein, Milpitas resident, thanked the Council for their public service and dedication. He welcomed new Councilmembers Grilli and Barbadillo. He invited the public to a meeting at

the Police Department community meeting room 7:00 PM about the odor issue. He had collected 7500 signatures on an online petition objecting to odor in Milpitas. On the web, the group was established as www.Milpitasodorgroup.com.

Rob Means, 1421 Yellowstone resident, mentioned a report on climate change issues. He had hoped to speak about Integral development projects, and the changes to those he objected to. Development standards should be kicking up, with regard to use of resources, and he suggested solar water heaters in all new units.

Robert Marini, Milpitas resident, referred to Councilmember salaries, upholding laws, and adherence to the Constitution. He felt that all his comments about laws of the state of California and sewage rate calculations have been ignored. Councilmembers must uphold the laws in order to have a salary increase.

ANNOUNCEMENTS

Councilmember Giordano made a request to the City Manager to re-look at fees related to the flood plains in the City. It was brought up a few years ago, and perhaps not warranted in some parts of the City now. She asked staff to come back with a report next month. Mayor Esteves agreed with her request.

Councilmember Grilli thanked Mr. Williams and his staff for spending so much time with her over the past week on training and education.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

City Attorney Ogaz asked the Mayor and Councilmembers if they had any personal conflicts of interest or reportable campaign contributions. No conflicts or contributions were reported.

APPROVAL OF AGENDA

Motion: to approve the agenda, as amended

City Manager Williams referred to a letter he received from an attorney for Integral Communities, requesting removal of agenda items no. 2 and no. 3 for two development projects. So the City Council asked to remove those two from the agenda completely.

Motion/Second: Councilmember Giordano/Vice Mayor Montano

Motion carried by a vote of: AYES: 5
NOES: 0

CONSENT CALENDAR

Motion: to approve the Consent Calendar items (noted by *asterisk)

Mayor Esteves requested to remove agenda item No. 8 (amend agreement with RMC Water) from consent. He inquired if agenda item No. 6 pertained only to the 5% salary increase for the Mayor and City Council. Staff confirmed this fact, and he reiterated his support for the increase.

Motion/Second: Councilmember Giordano/Vice Mayor Montano

Motion carried by a vote of: AYES: 5
NOES: 0

*** 5. Financial Status Report**

Received financial status report for three months ended September 30, 2014.

*** 6. Adopt Ordinance**

Waived the second reading and adopted Ordinance No. 128.12 amending Section 2, Chapter 14, title I of the Milpitas Municipal Code related to increases in the Mayor and City Councilmembers' salaries.

*** 9. Agreement Amendment**

Approve Amendment No. 3 to the consulting services agreement with Vali Cooper & Associates extending the term to September 30, 2015 in the additional amount of \$300,000 for the Silicon Valley Berryessa BART Extension Project No. 4265.

PUBLIC HEARINGS

1. Priority Setting for Community Development Block Grants

Principal Planner Felix Reliford discussed the priorities for consideration of distribution and award of grant funds for the Community Development Block Grant program. He explained the required formula for spending those funds, split in a 15% / 65% / 20% formula. He detailed the three policies adopted by the Council that have been followed for the past seven years.

Public Services

1. Senior Services
2. Youth and Teen Services
3. Homeless Sheltering/Services
4. Child Care
5. Battered Women Sheltering/Services
6. Code Enforcement

Non-Public Services

1. Home Repair/Rehabilitation
2. Affordable Housing
3. Rental Apartment Rehabilitation
4. Historic Preservation

City Council had also adopted the following CDBG policies:

- 1) 25% of all Public Service funds shall be allocated to City of Milpitas programs,
- 2) Minimum funding level of \$5,000 shall be allocated for all Public and Non-Public Services, and
- 3) \$15,000 from CDBG Program Administration for all Fair Housing Services (Project Sentinel).

Vice Mayor Montano asked about the Bill Wilson Center, and she wanted to make sure they would be able to apply with all other groups.

Mayor Esteves asked staff about funding for housing rehabilitation and the loan program. Mr. Reliford responded that it helped low- and very-low income residents with 0% or 3% interest loans to gain funds to complete home improvements or repairs.

Mayor Esteves opened the public hearing for comments.

Robert Marini, Milpitas resident, asked questions about some of the columns of information on spreadsheet Felix distributed. He needed clarification.

Alvin White, Milpitas resident, wanted to fund a non-profit for God's Brain Milpitas. An east side service center was needed, in the former Teen Center at Milpitas Sports Center. He wished all a Merry Krishna-mas.

Ms. Henderson of Next Door Solutions, served an agency that helped domestic violence survivors with an array of services, with several programs. Next Door received \$5000 grants the past few years but always needed more funds to help more women and children.

Colleen Hudgen, from Live Oak Senior Day Services, led a non-profit that received \$5000 from Milpitas in last few years to help senior citizens, seven days a week all year long. She was glad seniors were still at the top of list of priorities.

Bev Jackson, of San Jose, was with Re-building Together Silicon Valley, which helped 130 Milpitas residents to preserve their housing, and stay in their homes. Minor home modifications could be done by their clients, so keep this as a priority. Her group received a \$5000 grant and urged an increase in minimum amount granted.

Kathy Lincoln, from MUSD Family Literacy Project, thanked City Council for support of the program in the last three years, with funding from the City. She urged keeping the \$5000 minimum.

Karen Scussel, Project Coordinator of Child Advocates Silicon Valley, noted her group had served Milpitas over the last 14 years. They helped foster children get to school, from ages 0 – 21, and with other needs. She targeted helping 34 children in Milpitas.

A woman named Lan, a CASA volunteer, worked with foster youth one on one with this very effective organization here in Milpitas. Any financial support would help.

Karen Kollander, from Milpitas Food Pantry, thanked City Council for ongoing support. Her group did not get funding from state or county, and so the CDBG funds helped a lot, all locally. Food Pantry was serving as a good community resource, including guiding homeless people to what's available for them.

Wanda Hale, long term care ombudsman program, advocated for seniors and disabled persons, with unduplicated service offered. Her group worked on elder abuse and other relevant issues for Milpitas seniors.

Georgia Bacil, from Senior Adults Legal Assistance services, provided legal services to Milpitas seniors twice a month at the Milpitas Senior Center. SALA received CDBG funds, and those were spent only on Milpitas seniors for legal help, who were very low income and many disabled. The emphasis on senior citizens with CDBG funds was appropriate in Milpitas, she agreed.

Rob Means, 1421 Yellowstone resident, heard that all the groups were in a growth mode, due to economic problems of residents. Council needed to keep this in mind for the future, with more economic balance.

Vice Mayor Montano appreciated service providers coming to the meeting this evening. She used to be on the Action Committee for the County years ago. She asked staff, do the groups have a monthly meeting to collaborate with each other, about resource sharing and helping clients? Staff responded they do work closely with one another.

(1) Motion: to close the public hearing

Motion/Second: Councilmember Giordano/Vice Mayor Montano

Motion carried by a vote of: AYES: 5
NOES: 0

Vice Mayor Montano highlighted the new Family Resource Center on Dixon Landing Road, to assist some of the youngest residents in Milpitas.

Mayor Esteves asked if all services provided by the applicants, were ones which were not provided by County social services. Mr. Reliford replied he couldn't say, but could find out and provide a response to Council. These groups leveraged funds from all over.

Councilmember Giordano had served as a CDBG committee member years ago, when there was a lot more money. She thanked the groups for stretching the dollars as far as they are able to do successfully in Milpitas.

(2) Motion: to direct staff to continue with established priorities for the next two years

Motion/Second: Councilmember Giordano/Vice Mayor Montano

Motion carried by a vote of: AYES: 5
NOES: 0

2. Integral District 1 This item was removed from the agenda.

3. Integral Centre Point This item was removed from the agenda.

MAYOR'S REPORT

4. Mayor's Recommendations

Mayor Esteves had provided three sets of recommendations for appointments, including a list of those the Councilmembers would be serving as liaisons to City Commissions and to outside groups.

Councilmember Grilli stated she had a conflict with the Bicycle Commission meetings on the first Thursday of the month. She appreciated the Sister Cities Commission assignment by the Mayor, but did not want it to appear like a conflict since her husband was the Chairman. The Mayor stated he had conferred with the City Attorney about that and it was okay. City Attorney Ogaz agreed it was not a conflict.

Vice Mayor Montano said she will check her calendar about the BPAC and the Mayor said he would check too. That assignment would be confirmed later.

(1) Motion: to approve Council assignments to City of Milpitas Commissions as liaisons, and to the external committees and agencies (per Mayor's list)

Motion/Second: Councilmember Grilli/Vice Mayor Montano

Motion carried by a vote of: AYES: 5
NOES: 0

Next, the Council discussed the proposed Campaign Finance Reform Committee.

Councilmember Grilli felt there should be more of a process, with criteria, to involve voters, and open it up to the public. Criteria were needed in an open process. She sought the City to be more inclusive rather than exclusive.

Mayor Esteves responded that he did not have specific criteria. Those would generally be: 1) resident must be committed to attend the meetings; and 2) be interested on the topic of campaign finance reform, with some ideas to discuss. So, the Mayor invited people who might be interested to apply or let the Mayor know, and then he'd come up with a list.

Vice Mayor Montano asked if they were trying to form a committee or commission? The Mayor replied it would be an ad hoc committee. Take steps to do outreach, the Vice Mayor urged. She wanted legal counsel opinion if this was doable. Mr. Ogaz said the City Council could seek applications to be submitted to the Mayor based on criteria he specified. Then, the matter could be brought back for final recommendation at the next Council meeting.

City Attorney Mike Ogaz recommended the Council's motion could be to authorize creation of a campaign finance reform committee to discuss campaign finance reform and then seek applications from the public to be submitted to the Mayor, and bring the matter back to the Council.

Councilmember Giordano agreed with Councilmember Grilli to cast the net wider and to seek an engaged community in Milpitas.

Councilmember Grilli felt the due date by next meeting was too fast to return to City Council, at holiday time. She suggested bringing it back at the second meeting in January, and Mayor Esteves suggested giving about 30 days notice for the public.

(2) Motion: to approve the formation of a new campaign finance reform committee, to conduct outreach for membership of residents who are interested in this subject and available to attend meetings, and to vote on Mayor's recommendation for membership at the second Council meeting in January

Mayor Esteves remarked that final approval of any changes to local regulations would rest with the City Council.

Motion/Second: Vice Mayor Montano/Councilmember Grilli

Motion carried by a vote of: AYES: 5
NOES: 0

(3) Motion: to approve the Mayor's recommendation for appointments and re-appointments to various City of Milpitas Commissions

Bicycle Pedestrian Advisory Commission:

Appointed Kristal Caidoy as a regular member to a term that will expire in August 2017.
Appointed Samuel Usal as Alternate No. 1 to a term that will expire in August of 2016.
Newly appointed Williams Barnes as Alternate No. 2 to a term that will expire in August of 2015.

Planning Commission:

Re-appointed Larry Ciardella to a term that will expire in December of 2017.

Recycling and Source Reduction Advisory Commission:

Appointed Eddie Inamdar as a regular member to a term that will expire in October 2017.
Appointed Conrad Chua as Alternate No. 1 to a term that will expire in October of 2015.
Newly appointed Manpreet Badesha as Alternate No. 2 to a term that will expire in October 2016.

Veterans Commission,

Appointed Alternate No. 1 Allen Thomas as a regular voting member.
Appointed Andre J. Ramones as Alternate No. 1. Both appointments were to terms that will expire in February of 2016.

Motion/Second: Councilmember Giordano/Vice Mayor Montano

Motion carried by a vote of: AYES: 5
NOES: 0

Councilmember Grilli asked if the vote above included appointment of Althea Polanski to serve on the Milpitas Oversight Board, as noted on the Mayor's list of recommendations memo. The City Attorney commented that role could be filled by any resident from the community and was not required to be staff or elected official. A separate vote on that item was taken next.

(4) Motion: to appoint resident Althea Polanski to serve as a voting member on the Milpitas Oversight Board

Motion/Second: Vice Mayor Montano/Councilmember Grilli

Motion carried by a vote of: AYES: 5
NOES: 0

Mayor Esteves announced January 13, 2015 as the deadline to apply for the new committee on campaign finance reform. Those interested could contact the City Clerk.

RESOLUTION

7. Resolution for Appointment of Part-Time Housing Planner

Planning Director Steve McHarris was prepared to review the need for the requested resolution due to PERS regulations. The Mayor responded that he and the City Council understood and no oral report was needed. Mayor Esteves asked for any speakers and there were none.

Motion: to adopt Resolution No. 8432 approving the appointment of Felix Reliford, Retired Annuitant, to serve as a part-time Principal Housing Planner to fill a critically

needed position pursuant to the California Public Employees Reform Act of 2013; and, to approve a budget appropriation in the amount of \$55,000 into the Planning and Neighborhood Services Department operating budget

Motion/Second: Councilmember Giordano/Vice Mayor Montano

Motion carried by a vote of: AYES: 5
NOES: 0

AGREEMENT

8. Agreement Amendment Mayor Esteves asked the original contract amount. \$900,000, replied CIP Engineer Steve Erickson. The Mayor commented the amendment amount was more than 50% of the original contract total which he sought to understand.

Acting City Engineer Steven Machida responded to the Mayor regarding add-on work amount for this contract, which included efficiencies for the City. Work would include crossing underneath I-680, more than originally anticipated. Recycled water would be used and the City hoped to expand its availability.

Motion: to approve Amendment No. 1 to the agreement with RMC Water and Environment for design services related to Projects No. 7118, No. 7117, No. 7100, and No. 3709 and increase the agreement amount by \$575,000; and, to approve a budget appropriation of \$575,000 from the Water Fund to the Dempsey Road Water Line Replacement Project No. 7118

Motion/Second: Vice Mayor Montano/Councilmember Giordano

Motion carried by a vote of: AYES: 5
NOES: 0

ADJOURNMENT

Mayor Esteves adjourned the City Council meeting at 9:00 PM.

*Meeting minutes respectfully submitted by
Mary Lavelle, City Clerk*

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE CITY MANAGER TO DIRECT THE SANTA CLARA COUNTY AGRICULTURAL COMMISSIONER TO ABATE WEEDS DECLARED TO BE A PUBLIC NUISANCE, TO KEEP AN ACCOUNT OF THE COSTS OF ABATING SUCH NUISANCE, AND TO EMBODY SUCH ACCOUNT IN A REPORT AND ASSESSMENT LIST TO THE CITY COUNCIL

WHEREAS, the City Council of the City of Milpitas adopted Resolution No. 8428 on December 2, 2014, declaring weeds on the properties listed on the annual list (Exhibit A attached) to be a public nuisance and setting a public hearing in accordance with Title V, Chapter 202 of the Milpitas Municipal Code; and

WHEREAS, a public hearing was duly noticed as required by law and such hearing was held on January 6, 2015, to hear public comments; and

WHEREAS, Milpitas Municipal Code Section V-202-8.00 authorizes the City to maintain an itemized account of the cost to abate such public nuisances.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Manager is hereby authorized to direct the Santa Clara County Agricultural Commissioner to abate such nuisance and to embody such account in a report and assessment list to the City Council, all as provided for in the Milpitas Municipal Code, Sections V-202-7.00 and V-202-8.00.

PASSED AND ADOPTED this ____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

**2015 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
CITY OF MILPITAS**

Sitrus	APN		EXHIBIT A		CITY/STATE	
	APN	DR	APN	DR	CITY/STATE	CITY/STATE
7280	MARYLINN	DR 022-07-007	"CHAO, PEI LING ET AL"	1208 W LATIMER AV	CAMPBELL	CA 95008-1703
27	MAIN	ST 022-24-024	27 MAIN MILPITAS LLC	1805 DIANA AV	MORGAN HILL	CA 95037-3348
1735	CALIFORNIA	CL 022-37-002	PRENTISS/COPLEY INVESTMENT	1910 PACIFIC AVE STE 400	DALLAS	TX 75201
0	DIXON	RD 026-05-023	"HUYNH, QUYEN VINH AND LEE,	15785 WINCHESTER BL	MONTE SERENO	CA 95030-3304
1878	MILPITAS	BL 026-05-024	AIM DEVELOPER ENTS INC	40 N PARK VICTORIA DR	MILPITAS	CA 95035-4600
51	DIXON	RD 026-05-053	"CHANG, CAROL"	67 BERLYWOOD LN	MILPITAS	CA 95035-2343
255	VALMY	ST 026-11-065	"LI, JIEMING"	255 VALMY ST	MILPITAS	CA 95035-2851
13	JASON	DR 026-12-106	"DOAN, THANG V"	580 HAMILTON AV	MILPITAS	CA 95035-3510
0	HANSON	CT 028-17-001	"PRESTON, MICHAEL D TRUSTEE"	133 BOTHEB AV	MILPITAS	CA 95035
0	BOTHELO	LN 028-23-017	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	CA 95030-0000
0		028-24-006	AT&T Communications ATT: Richard S.	870 N. MCARTHY BLVD.	MILPITAS	CA 95035-5125
1005	PARK	DR 029-04-040	CYMER INC	PO BOX 2041	LOS GATOS	CA 95031-2041
926	EVANS	RD 029-06-002	AHMADIYYA MOVEMENT IN ISLAM	926 EVANS RD	MILPITAS	CA 95035-3409
880	EVANS	RD 029-06-003	PHAP VUONG TEMPLE INC	880 EVANS RD	MILPITAS	CA 95035-3406
860	EVANS	RD 029-06-016	"TRAN, TU AND DAO, HONG"	860 EVANS RD	MILPITAS	CA 95035-3406
814	CALAVERAS	DR 029-06-030	"CHEN, WESLEY WUN SHYONG AND	814 CALAVERAS RIDGE DR	MILPITAS	CA 95035-3445
826	CALAVERAS	DR 029-06-031	"DAVE, MOHINI"	22356 HARTMAN DR	CUPERTINO	CA 95014-1020
898	CALAVERAS	DR 029-06-038	"PANCHAL, HARESH N TRUSTEE & ET	1669 MONTEREY HY	SAN JOSE	CA 95112-6113
	NO SITUS	029-07-009	1499 COUNTRY CLUB DRIVE LLC	475 S SAN ANTONIO RD	LOS ALTOS	CA 94022-3618
	NO SITUS	029-07-010	1499 COUNTRY CLUB DRIVE LLC	475 S SAN ANTONIO RD	LOS ALTOS	CA 94022-3618
	NO SITUS	029-07-011	1499 COUNTRY CLUB DRIVE LLC	475 S SAN ANTONIO RD	LOS ALTOS	CA 94022-3618
	NO SITUS	029-07-012	1499 COUNTRY CLUB DRIVE LLC	475 S SAN ANTONIO RD	LOS ALTOS	CA 94022-3618
	NO SITUS	029-07-013	1499 COUNTRY CLUB DRIVE LLC	475 S SAN ANTONIO RD	LOS ALTOS	CA 94022-3618

**2015 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
CITY OF MILPITAS**

Status	APN		CITY/STATE	
	APN			
1499	COUNTRY DR 029-07-014	1499 COUNTRY CLUB DRIVE LLC	475 S SAN ANTONIO RD	LOS ALTOS CA 94022-3618
1715	CALAVERAS BL 029-25-008	MILPITAS BAPTIST CHURCH	1715 E CALAVERAS BL	MILPITAS CA 95035-6061
1565	HILLTOP CT 029-35-027	"NG, MANNA ET AL"	761 TERRA BELLA DR	MILPITAS CA 95035-4546
1555	HILLTOP CT 029-35-028	"ZHAO, WEI"	1631 CALERA CREEK	MILPITAS CA 95035-7617
1061	BLALOCK ST 029-44-064	"ALAPAN, LEO A AND SUSANA A	5298 SUNNYORCHARD LN	SAN JOSE CA 95135-1236
1220	COUNTRY DR 029-52-014	"HUSSAIN, MUHAMMAD AND	1220 COUNTRY CLUB DR	MILPITAS CA 95035-3451
1039	CAMARILLO CT 029-52-015	"FARSI, PARIVASH O AND ROSTAM D	1132 ONONDAGA WAY	FREMONT CA 94539-6737
1705	PEBBLE CT 029-55-008	"WANG, YING QIU AND TONG, SU	1705 PEBBLE BEACH CT	MILPITAS CA 95035-7609
489	VISTA RIDGE DR 042-30-008	QLMD PROPERTY LLC	2 SOUTH PARK VICTORIA	MILPITAS CA 95035
517	VISTA RIDGE DR 042-30-009	"FAN, SHI-PING ET AL"	784 STRICKROTH DR	MILPITAS CA 95035
519	VISTA RIDGE DR 042-30-010	"GHANI, MAHMOOD AND EDITHA C"	519 VISTA RIDGE DR	MILPITAS CA 95035-7217
529	VISTA RIDGE DR 042-30-015	"JEW, LAWRENCE B"	1601 MARTIN AV	SUNNYVALE CA 94087-4844
524	VISTA RIDGE DR 042-30-020	"CILKER, WILLIAM H AND	524 VISTA RIDGE DR	MILPITAS CA 95035-7218
500	VISTA SPRING CT 042-30-021	"WU, JAMES C"	48365 AVALON HEIGHTS TR	FREMONT CA 94539
490	VISTA RIDGE DR 042-30-022	"WANG, MANN SHEUE AND WAN,	410 VISTA RIDGE DR	MILPITAS CA 95035-7216
3553	VISTA NORTE CT 042-30-027	"SCOTT, ROBERT C TRUSTEE & ET	3545 VISTA NORTE CT	MILPITAS CA 95035-7200
531	VISTA RIDGE DR 042-30-029	"CHAN, MICHAEL KWONG AND LING	704 LONGFELLOW DR	FREMONT CA 94539
0	(LAND ONLY) 086-07-040	200 SERRA WAY LLC	15024 SPERRY LN	SARATOGA CA 95070
0	MAIN ST 086-08-012	"PATEL, RANJAN S AND SURENDRA	2061 DARYLVIEW CT	SAN JOSE CA 95138
0	SERRA WY 086-08-045	"DHILLON, BHUPINDAR S AND	2705 PEACHWOOD CT	SAN JOSE CA 95132-2127
1201	MAIN ST 086-16-100	SORA MILPITAS LLC	130 VANTIS	ALISO VIEJO CA 92656
0	086-23-009	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE CA 95030-0000
0	086-25-018	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE CA 95030-0000

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2015 WEED ABATEMENT PROGRAM COMMENCEMENT REPORT CITY OF MILPITAS

Situs	APN		CITY/STATE	
		EXHIBIT A		
0	MAIN	ST 086-25-020	"WOO, KAN J AND LAN H"	2650 KELLY AV MC KINLEYVILLE CA 95519-3378
0	MAIN	ST 086-25-028	"PANCHAL, NATWARLAL M AND	3200 MONTEREY BL SAN JOSE CA 95111
	NO SITUS	086-26-032	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD ROSEVILLE CA 95030-0000
69	SINNOTT	LN 086-27-008	"PRESTON, MICHAEL D TRUSTEE"	133 BOTHELO AV MILPITAS CA 95035-5302
244	MAIN	ST 086-27-014	"SIMMONS, KATHLEEN A TRUSTEE &	10 BOULEVARD CT WALNUT CREEK CA 94595
0	MAIN	ST 086-27-023	SOUTH MAIN MANOR LLC	43450 SABERCAT RD FREMONT CA 94539
0	MILPITAS	BL 086-28-006	SAN FRANCISCO CITY AND COUNTY	525 GOLDEN GATE AV 10TH SAN FRANCISCO CA 94102
0	VISTA	WY 086-29-005	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD ROSEVILLE CA 95030-0000
0	WRIGLEY	WY 086-29-036	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD ROSEVILLE CA 95030-0000
1021	YOSEMITE	DR 086-29-046	AMB PROPERTY LP	60 STATE ST BOSTON MA 02109
0	YOSEMITE	DR 086-29-047	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD ROSEVILLE CA 95030-0000
0	AMES	AV 086-30-060	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD ROSEVILLE CA 95030-0000
	0	086-31-003	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD ROSEVILLE CA 95030-0000
893	AMES	AV 086-31-007	"TALLEY, ALBERTA M TRUSTEE & ET	8857 WINE VALLEY CL SAN JOSE CA 95135-0000
0	YOSEMITE	DR 086-31-044	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD ROSEVILLE CA 95030-0000
985	MONTAGUE	086-32-020	BDI INVESTMENTS LLC ET AL	2101 WOODSIDE RD WOODSIDE CA 94062
	0	086-32-021	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD ROSEVILLE CA 95030-0000
	NO SITUS	086-32-038	MILPITAS STATION (SAN JOSE)	923 N PENNSYLVANIA AV WINTER PARK FL 32789
1425	MILPITAS	BL 086-32-039	MILPITAS STATION (SAN JOSE)	923 N PENNSYLVANIA AV WINTER PARK FL 32789
	NO SITUS	086-32-040	SCS DEVELOPMENT CO	404 SARATOGA AV SANTA CLARA CA 95050
91	MONTAGUE	086-34-023	"MOVASSATE, MANOUTCHEHR	83 SANTIAGO AV ATHERTON CA 94027
2369	CAPITOL	AV 086-37-004	MILPITAS MONTAGUE LLC	1430 S EASTMAN LOS ANGELES CA 90023
620	CAPITOL	AV 086-37-021	MILPITAS MONTAGUE LLC	1430 S EASTMAN AV LOS ANGELES CA 90023

**2015 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
CITY OF MILPITAS**

Situs	APN		CITY/STATE	
		EXHIBIT A		
750	CAPITOL AV 086-37-027	ROADWAY EXPRESS INC	PO BOX 471 TAX DEPT	AKRON OH 44309-0471
0	LOS COCHES ST 086-39-001	TRI POINTE HOMES INC	19520 JAMBOREE RD	IRVINE CA 92612
375	DEMPSEY RD 088-01-002	"KAKKAR, SANJIV"	14110 SQUIRREL HOLLOW	SARATOGA CA 95070-5418
104	DEMPSEY RD 088-04-001	"MOK, PUI-SHEUNG AND CHEUNG-	1742 OLIVETREE DR	SAN JOSE CA 95131-1932
0	DEMPSEY RD 088-04-060	Z X DEVELOPMENT LLC	346 MERIMONT CL	SAN BRUNO CA 94066
0	PARK DR 088-04-062	Z X DEVELOPMENT LLC	346 MERIMONT CL	SAN BRUNO CA 94066
0	DEMPSEY RD 088-04-076	Z X DEVELOPMENT LLC	346 MERIMONT CL	SAN BRUNO CA 94066
0	GRAND TETON DR 088-25-044	"SCHAUB, WILLIAM A TRUSTEE"	1881 GRAND TETON DR	MILPITAS CA 95035-6614
1230	PIEDMONT RD 088-44-099	"SRAN, KULWANT AND RENA K"	628 GRANT WY	SAN JOSE CA 95127
0	OLD RD 092-34-008	OLD PIEDMONT DEVELOPMENT INC	456 MONTGOMERY ST	SAN FRANCISCO CA 94104-1247
1250	PIEDMONT RD 092-34-014	OLD PIEDMONT DEVELOPMENT INC	456 MONTGOMERY ST	SAN FRANCISCO CA 94104-1247
250	PIEDMONT RD 092-37-024	ST.JOSEPHS EPISCOPAL CHURCH	P.O.BOX 360832	MILPITAS CA 95036-0832
2235	URIDIAS RD 092-37-050	"PAK, JUNG-HO TRUSTEE"	12732 SUNDANCE LN	CARMEL VALLEY CA 93924

RESOLUTION NO. 14-036

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS
APPROVING VESTING TENTATIVE MAP NO. MT14-0002, CONDITIONAL USE
PERMIT NO. UP14-0023, SITE DEVELOPMENT PERMIT NO. SD14-0014 AND
PLANNED UNIT DEVELOPMENT NO. PD14-0002 FOR A 25 RESIDENTIAL UNITS
INCLUDING 5 LIVEWORK UNITS LOCATED AT 75 SOUTH MILPITAS
BOULEVARD**

WHEREAS, on August 19, 2014, an application was submitted by Michael Sullivan, SRE Development Company (“Applicant”) at 145 Pine Wood Lane, Los Gatos, CA 95032 for a development proposal for a 25 unit townhouse residential subdivision on a 1.26 acre site with associated site improvements located at 75 South Milpitas Boulevard (“Project”). The property is located within the Town Center (TC) Zoning District (APN: 086-28-050); and

WHEREAS, the Planning Division completed an environmental assessment for the Project in accordance with the California Environmental Quality Act (CEQA), and recommends that the Planning Commission determine this Project is exempt under CEQA Guidelines Section 15332 (Infill Development Project); and

WHEREAS, on November 12, 2014, the Planning Commission held a duly noticed public hearing on the subject application, and considered evidence presented by City staff, the applicant, and other interested parties and continued the proposed Project to a date uncertain to allow time for the applicant to work with the remaining tenants on relocation of their businesses; and

WHEREAS, on December 10, 2014, the Planning Commission held a duly noticed public hearing on the subject application, and considered evidence presented by City staff, the applicant, and other interested parties.

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

Section 1: The Planning Commission has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the Planning Commission. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

Section 2: The Planning Commission finds the proposed Project is categorically exempt under the provisions of the California Environmental Quality Act (CEQA) Guideline Section 15332 (Infill Development Project) because the proposed Project meets the conditions described in that Section based on the Findings of Approval and subject to the Conditions of Approval attached hereto. As further described in the staff report and in this Resolution:

- a) The proposed Project is consistent with the general plan and policies as well as zoning designation and regulations;

- b) The proposed Project occurs on a site of no more than five acres substantially surrounded by urban uses;
- c) The proposed Project site has no value as habitat for endangered, rare or threatened species;
- d) Approval of the proposed Project would not result in any significant effects related to traffic, noise, air quality, or water quality;
- e) The site can be adequately served by all required utilities and public services.

There is no substantial evidence that the proposed Project will have a significant effect on the environment in that the proposed Project will result in an increase of 25 units which will have a negligible effect on traffic based International Traffic Engineers (ITE) estimates for the Project and credit for the existing office use, since the Project would result in a decrease in traffic impacts (changing from office to residential); the introduction of 25 new housing units on the Project site would not result in significant noise impacts upon adjacent uses, because noise emanating from the proposed residences would be typical of the neighborhood and would not result in a significant change or increase in the existing noise environment; the Project will be required to comply with Title 24 of the California Government Code which requires that the interior noise levels of multi-family units have an interior noise level of 45 dB DNL or lower; the impact of dust and exhaust generated by grading and excavation of future construction activities is temporary in nature and limited to site preparation and future construction of the new townhouse; the proposed Project would have limited air quality impacts resulting from the minor pollutant emissions related to traffic generated by the proposed Project; the Project will not violate any water quality standards or waste discharge requirements because it will be required to comply with the standard Best Management Practices which regulates discharge into the City's storm drainage system; and the increase in runoff would not be large enough to cause flooding on- or off-site, all projects of this nature are required to comply with the City's standard of approval relating to drainage and runoff. Therefore, it has been determined that the proposed Project is Categorically Exempt under Class 32 Infill Development.

Section 3: Site Development Permit Amendment (Section XI-10-57-03-1(F))

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

As detailed in the staff report and herein, the proposed Project is consistent with this finding because the proposed placement of live-work units facing South Milpitas Blvd and the shared driveway provides a buffer to the busier street and adjacent commercial bank use. The residential units are buffered from the busier edges of the buildings. The commercial storefronts of the live-work units are compatible with neighboring businesses and the desired Town Center character along South Milpitas Blvd.

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

The proposed Project is consistent with this finding because the site is zoned Town Center and the approved use is permitted in the Town Center designation. As described in detail in the staff

report and herein, the proposed Project is compatible and consistent with the surrounding uses and have been found to conform to the zoning district and all development standards with a Planned Unit Development. In addition, the live-work units also conform to performance standards of the Live-Work Ordinance for the commercial component of units.

Development Standards

The proposed Project requires a Planned Unit Development (PUD) to allow a reduced front setback of 10 feet where 20 feet is required. The table below indicates the project setbacks, height, parking and density.

Table 1:
Summary of Development Standards

	Standard	Proposed	Complies?
<u>Setbacks (Minimum)</u>			
Front	20 feet	10 feet	Yes*
Right Side	0 feet	10 feet	Yes
Left Side	0 feet	20 feet	Yes
Rear	0 feet	40 feet	Yes
<u>Density (Maximum)</u>	1-40/acre	20/acre	Yes
<u>Building Height (Maximum)</u>	None	45.5 feet	Yes
*With approval of a Planned Unit Development			

Parking for the project complies with the Milpitas Municipal Code. The following table summarizes the parking required and provided for the project:

Parking Standards

Parking Ordinance	Spaces Required	Spaces provided
25-2 & 3 bedroom units	50	32 - 2 car garages 18 – 2 car tandem
Guest parking (20% of total required)	10	10 uncovered off street parking on site
Live Work Guest	8	8 uncovered off street parking on site
Total	68	68

3. *The project is consistent with the Milpitas General Plan.*

The proposed Project is consistent with this finding as discussed previously in the staff report, and because the approved use is allowed in the Town Center land use designation. The project furthers the goals and policies of the land use element by creating a live-work environment along South Milpitas Blvd and providing additional housing to create a compact mixed-use district in the heart of Milpitas.

Specifically, the project supports the following General Plan principles and policies:

Guiding Principles and Implementing Policies	Consistency Finding
<i>2.a-G-2: Maintain a relatively compact urban form.</i>	Consistent
<i>2.a-G3: Provide for a variety of housing types and densities that meet the needs of individuals and families.</i>	Consistent
<i>2.a-G-4: The Town Center will be the “heart” of Milpitas’ civic, cultural, business, and professional life.</i>	Consistent
<i>2.a-I-20: Develop the Town Center as an architecturally distinctive mixed-use complex which will add to Milpitas’ identity and image.</i>	Consistent
<i>2.a-I-21: Require development in the Town Center to conform to the adopted design principles/requirements of the Milpitas Redevelopment Agency.</i>	Consistent
<i>3.d-1-25: Where appropriate, require new development provide public access points to the trail system and/or contribute to staging areas.</i>	Consistent
<i>3.d-I-27: Require sidewalks on both sides of the street as a condition of development approval, where appropriate with local conditions.</i>	Consistent

Section 4: Conditional Use Permit Amendment (Section XI-10-57-04-1(F))

- 1. The proposed use, at the proposed location will not be detrimental or injurious to property or improvements in the vicinity nor to the public health, safety, and general welfare.*

The proposed live-work units and building height of 42 feet will not be detrimental or injurious to the property in that the proposed use and building height is compatible with the new development adjacent to the site. In addition, the live-work units will be required to comply with the operational requirements of Zoning Code Section XI-10-13.12.

- 2. The proposed use is consistent with the Milpitas General Plan; and*

See discussion above.

- 3. The proposed use is consistent with the Milpitas Zoning Ordinance.*

See discussion above.

Section 5: Major Tentative Map Findings (Section XI-1-20.01)

- 1. The tentative subdivision map is consistent with the Milpitas General Plan*

As discussed in detail in the staff report and herein, the subdivision map complies with the TC Zoning District and to the development standards of the General Plan. The proposed Project type, density and size are all consistent with the Town Center General Plan Land Use Designation.

Section 6: Planned Unit Development (XI-10-54.07)

- 1. Development of the site under the provisions of the Planned Unit Development will result in public benefit not otherwise attainable by application of the regulations of general zoning districts.*

The proposed Project includes a high quality architectural style and finishes, as conditioned, not found in the immediate area and the improved streetscape improvements on Milpitas Boulevard will enhance the pedestrian realm along the project frontage. The proposed Project will be providing live-work units which will provide the opportunity for residents to work from home, while reducing peak hour trips to and from the site.

- 2. The proposed Planned Unit Development is consistent with the Milpitas General Plan*

The proposed Project is consistent with the Town Center designation for residential density and the use and is consistent with other provisions of the General Plan as discussed above.

- 3. The proposed development will be in harmony with the character of the surrounding neighborhood and will have no adverse effects upon the adjacent or surrounding development, such as shadows, view obstruction or loss of privacy that are not mitigated to acceptable levels.*

The proposed Multi-Family Residential development is consistent with the residential Cobblestone project to the south (currently under construction), and existing residential uses to the west of the site and will not have a negative impact on adjacent properties. The proposed buildings will blend with the neighborhood by providing varied setbacks and roof forms and quality materials. The existing banks across the shared access driveway will not be negatively impacted by the Multi-Family Residential buildings since they have been designed to include the live-work units on these frontages.

Section 7: Urgency Ordinance (240.2) Exception

On August 26, 2014, the City Council adopted Urgency Ordinance No. 240.2 which implemented water use restrictions. Specifically as it relates to this project, the Urgency Ordinance prohibited the use of potable water for the installation of new landscape unless it is

served by Reclaimed Water (5.07). Section 5.08 of the Urgency Ordinance allows the City Council to grant exceptions as needed. The subject site is not located in an area where reclaimed water is currently available for use and therefore they must use potable water for all on-site irrigation. All new developments, especially residential, need to provide landscaping and onsite amenities such as useable open space. Since potable water is the only source for irrigation and landscaping area is minimal, staff supports the exemption request and has included a condition requiring the Applicant (permittee) to tie into reclaimed water if it should become available at a future date.

Section 8: The Planning Commission of the City of Milpitas hereby adopts **Resolution No. 14-036 recommending that the City Council approve the Vesting Tentative Map No. MT14-0002, Conditional Use Permit No. UP14-0023, Site Development Permit No. SD14-0014 and Planned Unit Development No. PD14-0002 based on the above Findings and subject to the Conditions of Approval attached hereto as Exhibit 1 and incorporated herein.**

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Milpitas on December 10, 2014:


Chair

TO WIT:

I HEREBY CERTIFY that the following resolution was duly adopted at a regular meeting of the Planning Commission of the City of Milpitas on December 10, 2014 and carried by the following roll call vote:

COMMISSIONER	AYES	NOES	ABSENT	ABSTAIN
Lawrence Ciardella			✓	
John Luk			✓	
Rajeev Madnawat	✓			
Sudhir Mandal	✓			
Demetress Morris	✓			
Gurdev Sandhu			✓	

COMMISSIONER	AYES	NOES	ABSENT	ABSTAIN
Vacant				
Hon Lien (alternate)	✓			

EXHIBIT 1

**CONDITIONS OF APPROVAL FOR
75 SOUTH MILPITAS BLVD
VESTING TENTATIVE MAP NO. MT14-002, CONDITIONAL USE PERMIT NO.
UP14-0023, SITE DEVELOPMENT PERMIT NO. SD14-0014 AND PLANNED UNIT
DEVELOPMENT NO. PD14-0002 FOR A 25 RESIDENTIAL UNITS INCLUDING 5
LIVEWORK UNITS.**

General Conditions

1. General Compliance. The applicant and owner, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit. This Vesting Tentative Map No. MT14-0001, Conditional Use Permit No. UP14-0023, Site Development Permit No. SD14-0014 and Planned Unit Development No. PD14-0002 (collectively "Permit") shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed and this Resolution has been recorded by the Permittee with the Santa Clara County's Recorder Office and a copy shall be provided to the Planning Department. **(P)**
2. Effective Date. Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the decision-making body approved this Permit. **(P)**
3. Acceptance of Permit. Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
 - a. Acceptance of this Permit by Permittee; and
 - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit. **(P)**
4. Permit Expiration. Pursuant to Section XI-10-64-06 of the Milpitas Zoning Code, this Permit shall become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Zoning Code, an activity permitted by this Permit shall be deemed to have commenced when the project: **(P)**
 - a. Completes a foundation associated with the project; or
 - b. Dedicates any land or easement as required from the zoning action; or
 - c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner. **(P)**

5. Time Extension. Pursuant to Section XI-10-64.07 of the Milpitas Zoning Code, unless otherwise provided by State law, Permittee shall have the right to request a one-time extension of the Permit if the request is made in writing to the Planning Division prior to the expiration date of the approval. **(P)**
6. Project Job Account. If Permittee's project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee's private job account is paid in full and the required deposit has been made. Additionally, prior to the issuance of any building permit or occupancy permit, as applicable, Permittee shall pay in full the project account balance and establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit. **(P)**
7. Notice. Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the Permittee may file a protest has begun under California Government Code Section 66020(d)(1). **(P)**
8. Cost and Approval. Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. Permittee shall pay all required fees and charges to City at the rate in effect at time of building permit issuance, or, the rate in effect when the fees and charges are due and paid in full to City. There is no vesting of any fees or charges with the adoption of this Resolution. **(P)**
9. Conditions. Each and every condition set forth in this Exhibit shall apply to the project and continue to apply to the project so long as the Permittee is operating the project under the permits and approvals in this Resolution. **(P)**
10. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. **(CA/P)**
11. Previous Approvals. Permittee shall abide and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit. **(P)**
12. Indemnification. To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the project, including but

not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use, or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. **(P/CA)**

13. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Zoning Code. **(P)**
14. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable. **(P)**
15. Permittee shall develop the approved project in conformance with the approved plans approved by the Planning Commission on (December 10, 2014), in accordance with these Conditions of Approval. Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, the owner or designee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**
16. Compliance with Fire Department and CA Fire Code. The Project shall comply with the requirements of the Milpitas Fire Department and the CA Fire Code. Changes to the site plan and/or building(s) requires review and approval by the Fire Department. **(F)**
17. Written Response to Conditions. The Permittee shall provide a written response to the Conditions of Approval indicating how each condition has been addressed with the building permit application submittal. **(ALL)**

Project Specific Conditions

18. Relocation. The applicant shall continue to work with tenants and follow through with the negotiated terms for each tenant. The applicant shall provide documentation indicating the negotiated terms of each remaining tenant and the recordation of the Final Map shall not occur until the last tenant has relocated from the site per the negotiated terms. **(P)**

19. Architecture. Prior to submittal of building permit application, the Permittee shall revise the buildings to address the following:
- a. Building 801 - Modifications to the front elevation including the following:
 - i. Units 31, 41 & 51 shall include a metal awning over the second floor balcony windows.
 - ii. Units 31, 41, 51 & 52 shall include a metal awning element over the larger third floor windows.
 - iii. Units 31, 41, 51 & 52 shall have an enhanced cornice treatment on the front parapet including any combination of additional thickness, width and color treatment.
 - b. Windows - All windows located within a stucco wall face shall provide a minimum recess of 1-2 inches to provide a shadow line on the façade.
 - c. First Floor Rear Façade - The first floor rear façade of each building shall be further enhanced to break up the amount of stucco along the first floor and to provide further definition for each unit.
 - d. Stucco - All stucco finishes shall be a smooth sand finish (20/30 grade or smoother).
 - e. All live work units shall use store front glazing systems for the live work area frontage.
 - f. All garage doors shall have glazing along the top panels to allow visibility into the garages.
 - g. All vent shall be vented through the roof of the units, side venting is not allowed.
 - h. Air Conditioning units shall be placed on the roofs of each townhouse building and shall be screened from view.
20. The ADA parking space adjacent to building 802 shall include a ramp or lift to provide access from the parking space to the live work units in building 902 & 901, subject to approval of the Building Official. If C3 areas are modified, the Permittee shall provide updated Stormwater Plans and 3rd Party Certification with the building permit application. **(B)**
21. All exterior lighting fixtures shall be used, black and of architectural style to complement the iron railing. Final material, color and design of lighting will be at the discretion of the Planning Division during building permits application review. (P)
22. Pedestrian scaled lighting shall be incorporated along South Milpitas Blvd. (P)
23. All roof gutter and down spouts to match or compliment house trim. (P)
24. All materials, colors, and finishes shall be subject to Planning Division approval during building permits application review. (P)
25. Decorative, colored, paving or pavers shall be incorporated at the entryways, and at the corner plaza area. All final materials, colors, and finishes shall be subject to Planning Division approval during building permit and improvement plan review. (P)
26. Live-Work Units: The Live-Work Units located within the Project shall comply with the requirements of the Milpitas Zoning Code, and specifically, shall comply with the

requirements set forth in Section 10-13.12 of the Milpitas Zoning Code, as may be amended from time to time. Additionally, the Live-Work Units shall comply with the following:

- a. Commercial windows shall not use dark tinting. Light tinting permitted.
- b. All the canopies shall be of rectangular shape and utilize a durable material.
- c. Awnings are not allowed to display signage or logos, nor be internally illuminated.
- d. Store front wall lighting shall be subject to Planning Staff's approval.
- e. The roof material shall be a color that compliments the building color.

27. Live-Work Building Signage:

- a. Signage shall be architectural dye cut metal letters.
- b. Signage shall be front illuminated with architectural grade and quality gooseneck lighting or similar style.
- c. Signage shall be located over the storefront door, and awning as shown on the live-work elevation exhibit. (P)

28. Utilities. The utilities located in front of building 801 shall be adjusted to minimize the visual appearance of the equipment along the frontage. This may result in the relocation of some utilities to spread them out along the frontage. The landscape plans shall be updated accordingly to provide screening and to minimize the visual appearance of the equipment. (P)

29. Landscaping. A final landscaping plans shall address the following items and it shall be subject to review and approval by the Planning Director prior to issuance of any building permit or off-site improvement plans (whichever occurs first):

- a. The sidewalk treatment on Milpitas Boulevard shall be changed to provide an 8.5 foot wide sidewalk as measured from face of curb and a 4'x6' tree well. The Permittee shall update the plan drawings as needed to indicate compliance with this condition. Some flexibility to tree well locations may be allowed for existing joint trench conflicts.
- b. The planter bed located in the southeast corner of the site shall include landscaping and a tree to match the north side of the guest parking area.
- c. The Permittee shall evaluate the feasibility of adding clumping bamboo in the planter bed along south property line in front of the sound wall.
- d. All street trees along S Milpitas Blvd. and Los Coches Street subject to review and approval of staff during improvement plan review.
- e. The site shall tie to reclaimed water if it becomes available at any time either at the project site or to the adjacent bank sites. (P)

30. Park Fee. Prior to any building permit issuance, Permittee shall pay the City park impact fee estimated at **\$479,955** based on 25 units and .19 acres needed per the City's Subdivision

Ordinance. This amount is an estimate only and there is no vesting of any fees. Permittee shall pay the park fee amount in effect at the time of issuance of building permit.

31. Lighting levels/light spill. Permittee shall provide photometric plans for the on-site improvements clearly indicating that the proposed lighting plan does not result in light overspill onto adjacent properties.
32. Public Improvements: Prior to final map approval, the Permittee shall obtain design approval and bond for all necessary public improvements along S. Milpitas Blvd including but not limited to the following:
 - a. Utility Relocation: Underground utilities (such as joint trench conduit, utility boxes, etc.) shall be relocated and adjusted as necessary to accommodate a 10' public sidewalk with 4' x 6' tree grates adjacent to the back of curb.
 - b. Right of Way. The Permittee shall dedicate all necessary rights-of-way and public easements to the City for the proposed public sidewalk improvements and utilities to the satisfaction of the City Engineer.
 - c. Occupancy: All public improvements shall be installed and accepted prior to the issuance of the first Certificate of Occupancy.
 - d. City Standards: All design and construction of public and private improvements shall be in compliance with City guidelines and standard drawings. **(E)**
33. Onsite Improvements.
 - a. Orchid Easement. The Permittee shall not encroach in to the existing 5' Landscape Easement along the westerly boundary of the site adjacent to the Orchid development without the written consent of the easement holder. The Permittee shall submit consent to the City prior to building permit issuance.
 - b. Site Improvement Plan Set. Prior to any building permit issuance, the Permittee shall submit a complete site improvement plan set, including but not limited to a separate plan sheet for floodplain management, storm water control, emergency vehicle access, and solid waste handling.
 - c. Storm Water Control Plan (SWCP). Prior to any building permit issuance, the Permittee shall revise the SWCP to show a single treatment measure for every drainage area. All down spouts shall be shown and labeled. The treatment summary sheet shall be updated.
 - d. Raised Planters. Treated runoff from the raised planters adjacent to the public frontage shall be connected directly to the public storm drain system. Treated runoff that is subsequently exposed to pollutants or comingled with untreated runoff shall require further treatment prior to conveyance to the public storm drain. The Permittee shall revise the Storm Water Control Plan to meet this condition.
 - e. Utility Meter Layout. The Permittee shall include a detail in the Site Improvement plan set showing the size, dimensions, and layout of all utility meters and associated appurtenances. The layout design shall comply with all separation and access requirements. The permittee and City staff shall work together to comply with the intent of all separation and access requirements.
 - f. Accessibility. The Permittee shall provide an ADA accessible route from ADA parking stalls to all Live-Work units.

- g. Floodproofing. The Permittee shall provide floodproofing for the portions of all structures that are not removed from the Special Flood Hazard Area. The floodproofing details shall be included in a floodproofing submittal with the site improvement plan set and on the floodplain management sheet. Subject approval of City Engineer. **(E)**

34. Transportation & Traffic Engineering:

- a. Street Surfacing. Permittee shall micro-surface the full street width of S. Milpitas Blvd project frontage or as otherwise agreed to with the City Engineer.
- b. Emergency Vehicle Access (EVA) Easement. Prior to any building permit issuance, Permittee shall acquire an EVA access easement adjoining property (TriPointe) for the benefit of the City in order to fulfill the EVA requirements for the development.
- c. Wheel Stops. All on-site parking stalls shall have wheel stops. **(E)**

35. Utilities: The Permittee shall comply with the following:

- a. Water System. Project shall be served by Santa Clara Valley Water District Zone 2.
- b. Water Service. This project shall be served by master water meters at the connection to the public water system. An on-site water system owned and maintained by the property owners shall serve the development downstream of the master meters. A combined domestic and fire water pipeline is allowed. A separate master meter is required for the Live-work units. Fire hydrants shall be located along the public water main whenever possible. A separate water meter is required for irrigation. Water system shall meet all CDPH and City requirements, including but not limited to design, clearance, construction, and backflow.
- c. Construction Water. A drought ordinance is in effect due to a water supply shortage. Project is required to use recycled water for construction activities such as grading, compaction, and dust control, unless drought ordinance relieved by City Council. Deferred installation of landscape served by potable water and posting of bond may be required unless authorized by exception by City Council.
- d. Sewer Point of Connection. Provide a sanitary sewer manhole at the transition point from private to public.
- e. Public Utilities near Buildings. A City-owned storm drain pipeline runs parallel to and is in close proximity to the southerly property line and a City-owned water pipeline runs parallel to and is in close proximity to the northerly property line. Proposed building foundations shall be located outside of utility easements and shall be designed such that future excavation of the City utility pipeline will not affect building stability.
- f. Service Meter Separation. Water meter vaults shall maintain a minimum separation of four feet from building faces and any on-site piping. Proposed building foundations shall be designed such that future excavation of the City water meter vault will not affect building stability.
- g. Solid Waste Handling. Permittee shall provide sufficient facilities for on-site storage and collection of solid waste and recyclables in accordance with City guidelines. Applicant shall procure sufficient service frequency. The Permittee shall estimate the weekly volume of trash and recyclables, determine container sizes, provide sufficient enclosure space, and include utility hook-ups. Permittee shall provide a Solid Waste Handling Plan showing how materials will be transferred from each dwelling unit to the trash enclosure,

address property management responsibility for residential container deployment and collection, and litter management. Permittee shall provide sufficient curb space for all solid waste and recycling carts. Curb space must be designated solely for solid waste collection and cannot also be used for parking. Permittee shall demonstrate that the site plan provides sufficient space for the solid waste vehicle to perform collection. CCRs shall clearly indicate responsibilities of homeowners including but not limited to: cart storage areas, and moving carts to and from cart service areas. CCRs shall clearly indicate the HOA responsibilities including but not limited to: City ordinance requires that HOA is responsible for solid waste service charges at developments served by master water meters; responding and resolving complaints involving litter, dumping, and scavenging; improper cart storage, and mediation between property owners regarding carts. Project is not eligible for yard trims service.

- h. Solid Waste Service. Project shall subscribe to mandatory push and return solid waste service. Plans shall include location of weekly homeowner setouts to insure clearance for vehicle traffic. Show truck turning radius and other clearances on plans to demonstrate that access is sufficient. Curbs and trees on the adjacent property may be obstacles. Plans shall include a detail showing trash and recycle bin size and enclosure interior dimensions. City guidelines allow a minimum of 18 inches between bins and interior curbs; however 36 inches of clearance is necessary to insure ability to place trash in bins and for waste collection driver access to push bins out for service. Plans shall include a reinforced concrete pad in front of the trash enclosure in accordance with City standards.
- i. Phasing. The project is proposed to be constructed in a single phase. No occupancy shall be granted until all units are ready for occupancy.

FEES

36. Development Fees: Permittee shall submit the following items with the building permit application and pay the related estimated fees prior to building permit issuance:

- a. Sewer Needs Questionnaire and/or Industrial Waste Questionnaire
- b. Water Service Agreement(s) for water meter(s), detector check(s), and double check detector assembly.
- c. Storm water connection fee of \$21,562 per acre.
- d. Water, sewer and treatment plant fees will be calculated at the time of building plan check submittal.
- e. Calaveras Blvd Widening Traffic Impact Fee of \$235 per residential unit (in 2009 dollars) prior to building permit issuance. Fee shall be adjusted per ENR index rate at the time of building permit issuance.

Contact the Land Development Section of the Engineering Division at (408) 586-3328 to obtain the form(s). *The above fees are preliminary estimates and subject to change.* There is no vesting of the fees with the adoption of this Resolution. **(E)**

37. Building Permit Automation Fee: Prior to any building permit issuance, Permittee shall pay all applicable development fees, as determined by the City Engineer in accordance with the most current approved fee schedule adopted by the City Council, including but not limited to, connection fees (water, sewer and storm), Transit Area impact fee, plan check and inspection

deposit, and 2.5% building permit automation fee as approved by City Council Resolution No. 7590. **(E)**

FINAL MAP

38. Community Facilities District (CFD) Annexation: Prior to final map approval, Permittee shall submit an executed consent to annex the subject property into CFD 2005-1 and shall agree to pay the special taxes levied by CFD 2005-1 for the purpose of maintaining the public services. The petition to annex into the CFD shall be finalized concurrently with the final map recordation or prior to any building permit issuance, whichever occurs first. Permittee shall comply with all rules, regulations, policies, and practices established by State Law and by the City with respect to the CFD including, without limitation, the requirements for notice and disclosure to future owners and residents. **(E)**
39. Final Map: Prior to issuance of any building permit, the final map shall be recorded. The final map submittal shall meet the following requirements:
- a. Provide a current title report with your final map submittal, not more than 90 days old.
 - b. All final maps shall designate all common lots and easements as lettered lots or lettered easements.
 - c. The final map shall clearly delineate the project property line and the County right of way line.
 - d. All final maps shall be tied to the North America Datum of 1983 (NAD 83), California Coordinate of 1983, zone 3.
 - e. Permittee shall dedicate all necessary easements for public utilities, emergency vehicle access, solid waste collection, pedestrian corridors, sidewalks, trails, paths, and public access on the final map for acceptance by the City in compliance with the City's Engineering Guidelines and the approved Tentative Map.
 - f. Prior to recordation of any final map, Permittee shall submit to the City a digital copy of the approved final map in AutoCAD and GIS format. **(E)**
40. Homeowners/Property Management Association: Prior to final map approval, Permittee shall establish a Homeowners/Property Management Association ("Association"). The Association shall be responsible for the maintenance of the landscaping, walls, buildings, private street lights, common area and private streets and shall have assessment power. The Association shall manage the onsite water and sewer system and implement the Solid Waste Handling and Storm Water Control Plans. **(E)**

CONSTRUCTION

41. Improvement Plans: Prior to final map approval, Permittee shall obtain design approval and bond for all necessary public improvements, including but not limited to the following:

- a. Removal and installation of new curb, gutter, and sidewalk, median modification or installation, signage and striping, street lights, street trees, fire hydrants, bus stop, and storm, water, and sewer service installation.
 - b. All improvements plans shall be prepared using Vertical Datum of 1988 (NAVD 88). The specific city benchmark used for the project shall be indicated on the cover sheet of each improvement plan set.
 - c. Plans for all public improvements shall be prepared on Mylar (24"x36" sheets) with City Standard Title Block and developer shall submit a digital copy of the Record Drawings AutoCAD and GIS format upon completion of improvements to the satisfaction of the City Engineer.
 - d. Permittee shall also execute a secured public improvement agreement. The agreement shall be secured for an amount of 100% of the engineer's estimate of the construction cost for faithful performance and 100% of the engineer's estimate of the construction cost for labor & materials. The public facilities such as water meters, RP backflow preventers, sewer clean outs, etc., shall be placed so access is maintained and kept clear of traffic. **(E)**
42. Initial Acceptance: All improvements must be installed in accordance with the City of Milpitas standard drawing and specification, and shall be constructed to the City Engineer's satisfaction and accepted by the City prior to issuance of any final certificate of occupancy of any unit. **(E)**
43. Utility Undergrounding: Prior to issuance of the first Certificate of Occupancy (temporary or final), Permittee shall underground all existing wires and overhang utilities and remove all related poles within the proposed development and along all street frontages. All proposed utilities within the subdivision shall also be undergrounded. The improvement plans shall show all existing utilities within and bordering the proposed development, and clearly identify the existing PG&E wire towers and state wire voltage. All utility vaults, boxes, cabinets, and pedestals shall be identified and labeled on the improvement plans. Above ground utility facilities shall be underground, relocated, or screened to the satisfaction of the City Engineer and the Planning Director. **(E)**
44. Joint Trench Relocation: The joint trench shall be relocated in the field, if necessary, to accommodate the approved street layout (sidewalks, trees, streetlights, etc.) to the satisfaction of the City Engineer and the Planning Director. All joint trench structures (vaults, boxes, cabinets, etc.) shall be adjusted to the final grade. **(E)**
45. Encroachment Permit: Prior to any work within the public right of way or City easement, Permittee shall obtain an encroachment permit from City of Milpitas Engineering Division. Prior to installing offsite improvements, Permittee shall obtain an encroachment permit from the City of Milpitas and all necessary encroachment permits from other affected agencies and private parties, including but not limited to, Pacific Gas and Electric, SBC, Comcast, Santa Clara Valley Water District, Santa Clara County road and Airport Department, and Santa Clara Valley Transportation Agency (VTA). Copies of any approvals or permits shall be submitted to the City of Milpitas Engineering Division as a part of the encroachment permit review. **(E)**

46. Agency Approval: It is the responsibility of the Permittee to obtain any necessary encroachment permits from affected agencies and private parties, including but not limited to, Pacific Gas and Electric, SBC, Comcast, Santa Clara Valley Water District and Caltrans. Copies of any approvals or permits must be submitted to the City of Milpitas Engineering Division. **(E)**
47. Construction Schedule: Prior to start of any construction, Permittee shall submit a construction schedule and monitoring plan for City Engineer review and approval. The construction schedule and monitoring plan shall include, but not be limited to, construction staging area, parking area for the construction workers, personnel parking, temporary construction fencing, and construction information signage and establish a neighborhood hotline to record and respond to neighborhood construction related concerns. Permittee shall coordinate their construction activities with other construction activities in the vicinity of this project. Permittee's contractor is also required to submit updated monthly construction schedules to the City Engineer for the purpose of monitoring construction activities and work progress. **(E)**
48. Demolition: All utilities shall be properly disconnected before the building can be demolished. Show (state) how the water service(s), sewer service(s) and storm service(s) will be disconnected. The water service shall be locked off in the meter box and disconnected or capped at main line in the street if the water meter is not to be used. The sanitary sewer shall be capped at the clean out near the property line or approved location if it is not to be used. The storm drain shall be capped off at a manhole or inlet structure or approved location if it is not to be used. **(E)**
49. Maximum Slopes: All slopes adjacent to public sidewalks and streets shall be designed to a maximum grade of 4:1 slope. The grading design shall also provide a 1' flat bench at the top and bottom of the slope adjacent to the public sidewalks, streets, or pathways. **(E)**
50. Tree Removal Permit: In accordance with COMC Chapter 2, Title X (Ord. 201), Permittee may be required to obtain a permit for removal of any existing tree(s). Contact the Public Works Department at (408) 586-2600 to obtain the requirements and forms. **(E)**
51. Underground Service Alert (USA): Permittee shall call Underground Service Alert (U.S.A.) at (800) 642-2444, 48 hrs prior to construction for location of utilities. **(E)**
52. Mailboxes: Prior to installation of mailboxes, Permittee shall obtain approval from the US Postal Services and submit documentation to the City for review. Structures to protect mailboxes may be required as a result of the Building, Engineering and Planning Divisions review. **(E)**

FLOODPLAIN MANAGEMENT

53. Special Flood Hazard Area: The proposed development is located within the Special Flood Hazard Area (SFHA), and, therefore, shall comply with the National Flood Insurance Program (NFIP) Title 44 of the Code of Federal Regulations and the City of Milpitas (City) Flood Plain Management Regulations, City of Milpitas Code (COMC) Title XI Chapter 15.

Prior to final map approval or any building permit issuance, Permittee shall obtain a Conditional Letter of Map Revision (CLOMR) or a Conditional Letter of Map Revision based on Fill (CLOMR-F) from the Federal Emergency Management Agency (FEMA), conditionally approving the revised floodplain or the removal of the development from the SFHA. Permittee shall also obtain a Letter of Map Revision (LOMR) or a Letter of Map Revision based on Fill (LOMR-F) and shall provide all elevation certificates prior to final building inspection or issuance of certificate of occupancy for any portion of the development. The proposed grading plan shall comply with the established BFE as determined in the final flood study report, the approved CLOMR or CLOMR-F, or the official FEMA Federal Insurance Rate Map (FIRM). (E)

54. Floodplain Management Ordinance: Per Chapter 15, Title XI of Milpitas Municipal Code (Ord. No. 209.4) the lowest floor elevation (finished floor) of each structure shall be at least one foot above the Base Flood Elevation (BFE). The structure pad(s) shall be properly designed by a registered civil engineer and compacted to meet FEMA's criterion. In addition, the pad(s) shall extend beyond the building walls before dropping below the base flood elevation, and shall have appropriate protection from erosion and scour. All electrical equipment, mechanical equipment, and utility type equipment servicing the structure shall be located above the BFE, or shall be flood proofed, and shall be constructed to prevent damage from flooding events. Any trailers, modular buildings, or pre-manufactured dwelling units located on this site for periods of time greater than one year, shall be adequately anchored to resist flotation, collapse and lateral movements per Floodplain Management Ordinance. The Permittee's civil engineer shall complete and submit several FEMA Elevation Certificates to the City at different stages of the construction. Flood insurance is required for any construction that is financed with government backed loans. (E)
55. Flood Study: Prior to final map approval or any building permit issuance, Permittee shall submit a Flood Study for the project demonstrating, to the satisfaction of the City Engineer, that the proposed development has NO adverse impact to the surrounding flood plain within the SFHA and to flood carrying capacity of the area. The study should include cumulative effects of existing and proposed developments demonstrating the combined effects will not increase the water surface elevation of the Base Flood (BFE) more than one foot at any point. For the AO Flood Zone, the flood study is required to establish the BFE, and set the building elevation accordingly. The flood study shall be consistent with the requirements in accordance with Title 44 of the Code of Federal Regulations by establishing a hydraulic model and HEC-RAS. (E)
56. Drainage Study: Prior to final map approval or any building permit issuance, Permittee shall submit a final grading plan and hydrologic/hydraulic study prepared by a registered Civil Engineer, consistent with the approved CLOMR. The drainage study shall analyze the existing and ultimate conditions and facilities. The study shall be reviewed and approved by the City Engineer and Permittee shall satisfy the conclusions and recommendations of the approved drainage study. (E)
57. Elevation Certificates: Permittee shall submit an elevation certificate for each lot or structure that is to be removed from the SFHA:

- a. Prior to any grading permit issuance, based on an approved grading plan. This elevation certificate shall contain all proposed grades applicable and shall be required in order to receive community acknowledgement for the CLOMR or CLOMR-F application.
- b. Prior to building foundation pour, based on finished formwork while the building is under construction. If Permittee intends to apply for a LOMR or LOMR-F prior to finished construction, this elevation certificate shall be submitted after the foundation pour and shall be based on existing finished floor and adjacent grades. It shall be required in order to receive community acknowledgement for the LOMR or LOMR-F application.
- c. Prior to occupancy of each building or structure, based on finished construction. This elevation certificate shall contain all required finished grades and shall be based on existing information.
- d. Prior to final occupancy, Permittee shall submit a binder containing all the elevation certificates produced for the each phase of the project. **(E)**

CLEAN WATER

58. Construction Storm Water Quality: Permittee shall comply with the requirements of the National Pollution Elimination Discharge System (NPDES) permit as administered by the California State Water Resources Control Board (State Board) and the San Francisco Bay Regional Water Quality Control Board (Regional Board). Prior to the issuance of any building, demolition, or grading permit, Permittee shall submit an Erosion and Sediment Control Plan (Erosion Control Plan) as a part of the improvement plan submittal. The erosion control plan shall show all construction best management practices (BMPs) and shall comply with the requirements of the NPDES, the Municipal Regional Permit Order R2-2009-0074 (MRP), and the City's stormwater and urban runoff pollution control standards and guidelines (City's Clean Water Program). Permittee shall ensure that all contractors and sub-contractors install and regularly maintain all construction BMPs as required by the approved erosion control plan, the COMC, and the City's Clean Water Program. **(E)**
59. Construction General Permit Compliance: Permittee shall comply with the requirements of the Construction General Permit as administered by the State and Regional Boards. Permittee shall obtain a Construction Activities Storm Water General Permit (State Permit) from the State Board. Prior to any construction activities and prior to the issuance of any building, demolition, or grading permit, Permittee shall submit:
- a. a complete Storm Water Pollution Prevention Plan (SWPPP) with the project Waste Discharge Identification Number (WDID) displayed on the cover,
 - b. a copy of the approved Notice of Intent (NOI) from the State Board, and
 - c. an erosion control plan and a site monitoring plan meeting the satisfaction of the City Engineer.

Permittee shall ensure that all contractors and sub-contractors install and regularly maintain all storm water quality control measures as required by the approved SWPPP, the approved erosion control plan, the COMC, and the City's Clean Water Program.

Prior to final occupancy for any unit, Permittee shall submit an approved Notice of Termination (NOT). For phased occupancy, Permittee shall submit a Change of Information

(COI) or an NOT approved by the State Board that removes each phase of occupancy from the boundaries of the State Permit prior to the issuance of occupancy for that phase. Contact the State and Regional Boards for questions regarding your specific project. For general information, contact the City of Milpitas Engineering Division at (408) 586-3329. **(E)**

60. Post-Construction Storm Water Quality: Permittee shall comply with the requirements of the MRP for post-construction storm water treatment (provision C.3 regarding new development and redevelopment requirements for regulated projects) and the City's Clean Water Program. Permittee shall submit a final, certified storm water quality control plan (SWCP), a SWCP sheet, and a post-construction BMP operations and maintenance plan (O&M) in accordance with the City's Clean Water Program and meeting the satisfaction of the City Engineer. **(E)**
71. Storm Water Quality Control Plan (SWCP): Prior to final map approval or any building permit issuance, Permittee shall submit a separate final or amended existing SWCP that incorporates post-construction BMPs for the treatment of storm water run off from all areas of the parcels. The SWCP shall incorporate source control, site design, and storm water treatment consistent with the MRP requirements and the City's Clean Water Program.
- a. The SWCP shall comply with all "Model Conditions of Approval for Stormwater Quality" as shown in the Stormwater Section of the Engineering Plans and Map Procedures and Guidelines, dated July 15, 2010 and are hereby incorporated as conditions of project approval.
 - b. The final SWCP shall be certified by a third party reviewer from the MRP approved list of certifiers. The third party reviewer shall certify that the SWCP complies with the MRP requirements. A list of qualified reviewers can be found at the Santa Clara Valley Urban Runoff Pollution Prevention Plan (SCVRPPP) website (<http://www.scvrppp-w2k.com/>)
 - c. O&M Plan: The final SWCP shall include an Operation and Maintenance (O&M) Plan, acceptable to the City Engineer, describing the operation and maintenance procedures needed to insure that storm water treatment measures continue to work as intended and do not create a nuisance (including vector control). The plan shall include all BMP details, a location map, a maintenance schedule, and inspection and reporting templates. The treatment measures shall be maintained for the life of the project. The storm water control operation and maintenance plan shall include the Permittee's signed statement accepting responsibility for maintenance until the responsibility is legally transferred.
 - d. O&M Agreement: Prior to final occupancy, Permittee shall execute and record an O&M Agreement with the City for the operation, maintenance, and annual inspection of the C.3 treatment facilities. Permittee shall submit documentation of inspection and maintenance to the City's Utility Section annually for reporting to the Regional Board.
 - e. Permittee shall include language in the approved CC&R providing the City with an annual inspection report in conformance with the approved O&M plan and agreement. If the City does not receive the report, the City will conduct the field inspection and report for the site and the applicant and its successor shall be responsible to pay all associated costs.
 - f. Format: The SWCP shall comply with the City's Standard SWCP formatting policy.
 - g. All permit applications shall be consistent with the applicant's final Storm Water Control Plan and approved special conditions, and shall include drawings and specifications necessary to implement all measures described in the approved Plan. Onsite improvement

plans shall show the details and methods of construction for site design features, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants. Site design shall limit directly connected impervious areas. Any changes to the final Storm Water Control Plan shall require Site & Architectural (“S” Zone) Amendment application review.

- h. Storm Water Control Plan Sheet: A plan sheet shall be included in the offsite and onsite improvement plans for Storm Water Control. The sheet will show and label all drainage areas, treatment measures, drainage flow lines, high points, and low points. Each treatment measure shall have an independent drainage area which shall be designated. The sheet will provide sections and details for grading, drainage, and treatment measures. The sheet will include a table correlating the drainage areas to the treatment measures and summarizing the treatment provided.
- i. Storm Water Control Inspection: Prior to initial acceptance of public improvements or initial occupancy for private improvements, the Third Party Certifier of the SWCP shall submit post-construction certification verifying that the post-construction BMPs have been installed correctly and are functioning properly. **(E)**

UTILITIES

- 61. Utility Protection: All existing public utilities shall be protected in place and if necessary relocated as approved by the City Engineer. No permanent structure is permitted within City easements and no trees or deep-rooted shrubs are permitted within City utility easements, where the easement is located within landscape areas. **(E)**
- 62. Utility Capacity: The issuance of building permits to implement this land use development will be suspended if necessary to stay within (1) available water supplies, or (2) the safe or allocated capacity at the San Jose/Santa Clara Water Pollution Control Plant, and will remain suspended until water and sewage capacity are available. No vested right to the issuance of a Building Permit is acquired by the approval of this land development. The foregoing provisions are a material (demand/supply) condition to this approval. **(E)**
- 63. Utility Studies: Prior to final map recordation, Permittee shall submit and obtain approval from the City Engineer of the water, sewer, and storm drainage studies for this development. These studies shall identify the development's effect on the City's present Master Plans and the impact of this development on the trunk lines. If the results of the study indicate that this development contributes to the over-capacity of the trunk line, it is anticipated that the developer will be required to mitigate the overflow or shortage by construction of a parallel line or pay a mitigation charge, if acceptable, to the satisfaction of the City Engineer. **(E)**
- 64. Utility Modeling: Hydraulic modeling is required to verify the capacity of the adjacent water and sewer system piping and determine points of connection. Permittee shall authorize the City to proceed with hydraulic modeling and the costs of the modeling shall be charged to Applicant's PJ Account. **(E)**

65. Sanitary Sewer Discharge: Prior to any discharge into the sanitary sewer system, Permittee shall obtain all required industrial wastewater discharge approvals from San Jose/Santa Clara Water Pollution Control Plant (WPCP) by calling WPCP at (408) 277-2755. **(E)**
66. Landscaping Ordinance 238: In accordance with the provisions of Chapter 5, Title VIII (Ordinance 238) of the COMC for new or rehabilitated landscaping areas equaling 2500 square feet or greater, the applicant shall:
- Provide separate water meters for domestic water service & irrigation service.
 - Provide separate domestic meters for each proposed use (Residential, Food Services, Commercial/Office).
 - Comply with all the requirements of Ordinance 238.
 - Submit two sets of landscape and irrigation improvement plans to the Building Division with the building permit plan check package. Prior to any building permit issuance, Approval from the Land Development Section of the Engineering Division is required prior to any building permit issuance, and submittal of the Certificate of Substantial Completion is required prior to final occupancy inspection. **(E)**

Contact the Land Development Section of the Engineering Division at (408) 586-3329 for information on the submittal requirements and approval process. **(E)**

SOLID WASTE MANAGEMENT & RECYCLING

67. Solid Waste Handling Plan (Report): Prior to Final Map approval or any building permit issuance, Permittee shall submit a final Solid Waste Handling Plan that incorporates the following solid waste handling requirements and meeting the satisfaction of the City Engineer:
- A description of the Solid Waste Services required for the development per the Development Guidelines for Solid Waste Services (Development Guidelines). The description shall include sizing calculations, type of service (front load bins, roll-off compactors, etc.), size of bins, and level of service (e.g. number of pick ups per week).
 - A description of the Solid Waste Operation at ultimate build out and for each phase of the development.
 - A detail of the solid waste enclosure designed per the Development Guidelines for Solid Waste Services to house all service described above and all necessary equipment. The enclosure design shall provide adequate access for the solid waste truck, and allocate enough space for the solid waste truck operation without impacting the proposed private street. The access to the location and size of the enclosure shall be designed to the City Engineer's satisfaction and shown on the plans prior to any building permit issuance.
 - A solid waste handling plan sheet shall be incorporated in the site improvement plan set containing the enclosure detail, a sizing table, a service table, a description of the solid waste operations, and truck turning templates for collection vehicles.
 - The enclosure drains shall discharge to the sanitary sewer line. Storm drain inlets shall be located at least 25 feet away from enclosures to prevent accidental spills from entering storm drains. Enclosures are not permitted within public utility easements.

- f. The Homeowners Association shall be responsible for solid waste handling. The Solid Waste Handling Plan shall include detailed, step-by-step instructions describing the management of solid waste from generation to disposal. The plan shall demonstrate how recycling and waste will be separately handled and maintained.
- g. Permittee shall complete the construction of the new trash enclosure to serve the Project prior to issuance of the First Certificate of Occupancy. **(E)**

68. Solid Waste Management: Per Chapter 200, Solid Waste Management, V-200-3.10, *General Requirement*, Permittee shall not keep or accumulate, or permit to be kept or accumulated, any solid waste of any kind and is responsible for proper keeping, accumulating and delivery of solid waste. In addition, according to V-200-3.20 *Owner Responsible for Solid Waste, Recyclables, and Yard Waste*, Permittee shall subscribe to and pay for solid waste services rendered. Prior to issuance of any certificate of occupancy, Permittee shall provide evidence to the City that a sufficient level of trash and recycling service has been secured using a Service Agreement with Republic Services (formally BFI). After Permittee has full occupancy, Permittee shall contact the Republic Services commercial representative to review the adequacy of the solid waste level of services. If services are determined to be inadequate, Permittee shall increase the service to the level determined by the evaluation. **(E)**

69. Recycling Report, Part I: Prior to demolition permit issuance, Permittee's contractor shall submit Part I of a Recycling Report on business letterhead to the Building Division, for forwarding to the Engineering Section. This initial report shall be approved by the City's Utility Engineering and Solid Waste Section (Utility Section) prior to demolition permit issuance. The report shall describe the following resource recovery activities:

- a. What materials will be salvaged?
- b. How materials will be processed during demolition?
- c. Intended locations or businesses for reuse or recycling.
- d. Quantity estimates in tons (both recyclable and for landfill disposal). Estimates for recycling and disposal tonnage amounts by material type shall be included as separate items in all reports to the Building Division before demolition begins.

Permittee's contractor shall make every effort to salvage materials for reuse and recycling. **(E)**

70. Recycling Report, Part II: Prior to final approval of the demolition permit or any building permit issuance, Permittee shall submit Part II of the Recycling Report to the Building Division for forwarding to the Utility Section in order to confirm the information described on Part I of the Recycling Report, especially materials generated and actual quantities of recycled materials. Part II of the Recycling Report shall be supported by copies of weight tags and receipts of "end dumps." Actual reuse, recycling, and disposal tonnage amounts (and estimates for "end dumps") shall be submitted to the Building Division for approval by the Utility Section prior to inspection by the Building Division. **(E)**

71. Demolished Material Removal: All demolished materials including, but not limited to, broken concrete, asphalt paving, pipe, vegetation, excess earth, building debris, and other unsuitable materials, etc., shall be removed from the job site for recycling or disposal by Permittee's contractor, to the satisfaction of the City Engineer. Permittee's contractor shall, to the maximum extent possible, reuse any useful construction materials generated during the demolition and construction of the site. Permittee's contractor shall recycle all building and paving materials including, but not limited to roofing materials, wood, drywall, metals, and miscellaneous and composite materials, aggregate base material, asphalt, and concrete. Permittee's contractor shall perform all recycling and/or disposal by removal from the job site. **(E)**

PLANNING COMMISSION CHANGES

72. Live-Work Units: If allowed by the Zoning Ordinance and approved by the Home Owners Association, the Live-Work units may convert additional living space to commercial. **(P)**
73. Electrical Wiring – Solar Panels: The development shall install wiring to allow installation of solar panels for use in the common areas. **(P)**
74. Electrical Wiring – Auto Charging: The permittee shall provide the option for wiring for electric car charging within each unit garage. **(P)**
75. Trail Enhancements (Cobblestone): The permittee shall install 1-2 benches along the trail connection, enhance the planting (where feasible) and ensure ample lighting. **(P)**

(P) = Planning

(B) = Building

(E) = Engineering

(F) = Fire Prevention

(CA) = City Attorney

75 SOUTH MILPITAS BOULEVARD

VESTING TENTATIVE MAP & SITE DEVELOPMENT PLAN

DEVELOPMENT SUMMARY:

SITE: +/- 1.26 ACRES

LIVE-WORK UNITS: 5 UNITS
TOWNHOME UNITS: 20 UNITS

TOTAL: 25 UNITS

DENSITY: 19.8 UNITS/ACRES

PARKING:

PARKING PROVIDED: 68 SPACES

- TANDEM GARAGES: 18 SPACES
- 2 CAR SIDE-BY-SIDE GARAGES: 32 SPACES
- ON-SITE PARKING: 18 SPACES

BUILDING HEIGHT: 3 STORIES

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C-3	DEVELOPMENT PLAN	A-14	BUILDING 801 PERSPECTIVES
C-4	PRELIMINARY GRADING PLAN	A-15	SITE PERSPECTIVES
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		L-13	PROPOSED PLANT PALETTE & MATERIALS LEGEND

SITE LOCATION MAP:



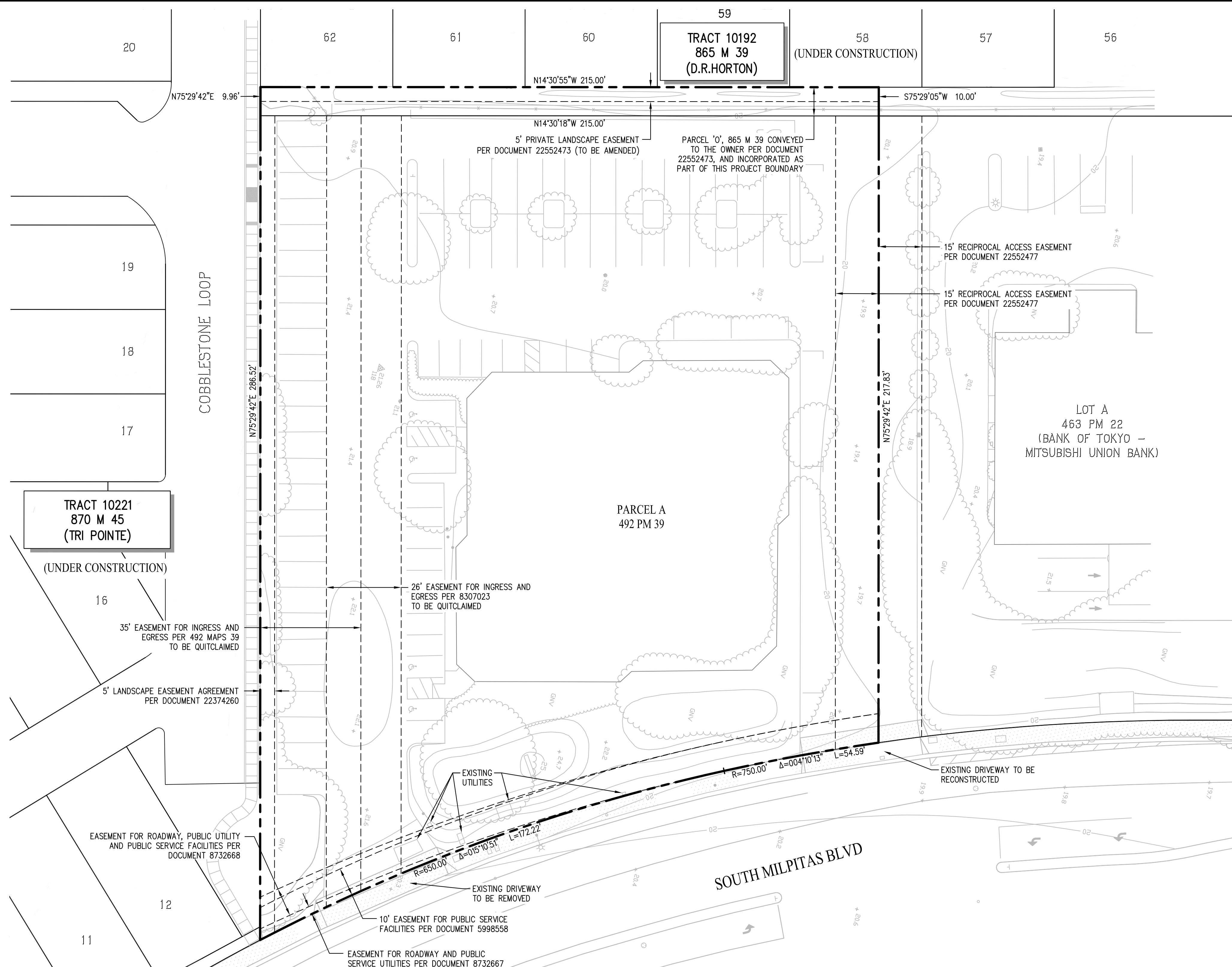
PROJECT TEAM INFO:

Applicant:
SRE Development Company
Tel: (408) 628-4280
Contact: Michael Sullivan
Email: mike@srecompany.com

Land Planner/Architect
Dahlin Group
5865 Owens Drive,
Pleasanton, CA 94588
Tel: (925) 251-7200
Contact: Lauri Moffet- Fehlberg

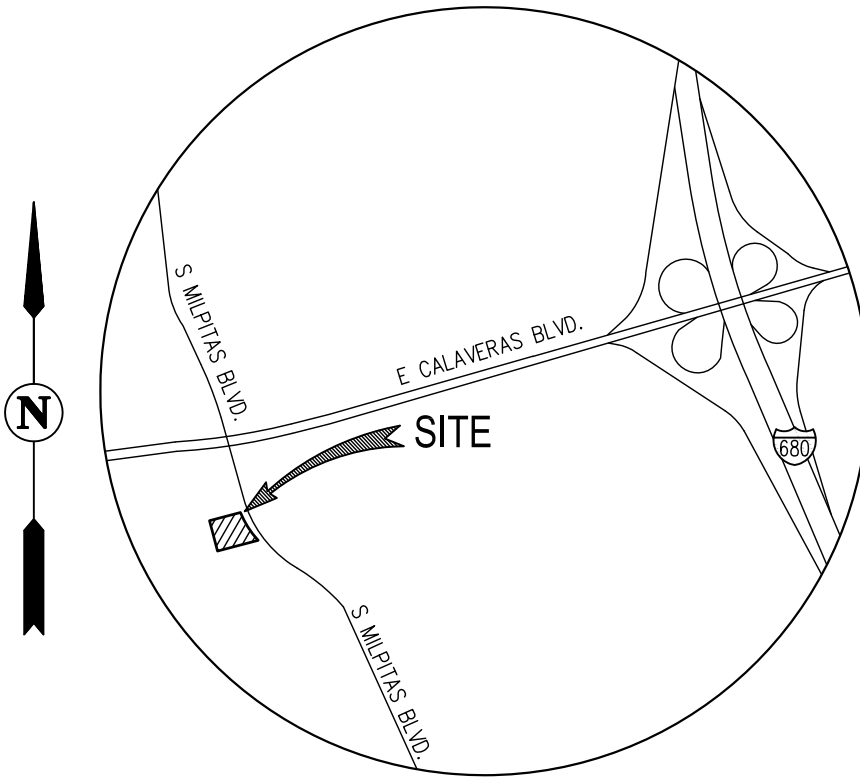
Civil Engineer
Carlson, Barbee & Gibson, Inc.
2633 Camino Ramon, Suite 350
San Ramon, CA 94583
Tel: (925) 866-0322
Contact: Lee Rosenblatt

Landscape Architect
R3 Studios
201 4th Street, Suite 101B
Oakland, CA 94607
Tel: (510) 452-4190
Contact: Roman DeSota



CONTACTS

1. OWNER/SUBDIVIDER: SRE DEVELOPMENT COMPANY
(408) 628-4280
MICHAEL SULLIVAN
2. ENGINEER: CARLSON, BARBEE & GIBSON, INC.
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CA 94583
(925) 866-0322
LEE ROSENBLATT, RCE 65469
3. SOILS ENGINEER: STEVENS FERRONE & BAILEY
1600 WILLOW PASS COURT,
CONCORD, CA 94520
(925) 688-1005
KENNETH C. FERRONE



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

1. ASSESSORS PARCEL NO: 086-28-050 AND A PORTION OF 086-28-041
2. SITE ADDRESS: 75 SOUTH MILPITAS BOULEVARD,
MILPITAS, CA 95035
3. SITE AREA: 1.26± ACRES GROSS
4. MINIMUM LOT SIZE: SEE SHEET C-2
5. ZONING: TC (TOWN CENTER)
6. EXISTING LAND USE: COMMERCIAL
PROPOSED LAND USE: MULTI-FAMILY RESIDENTIAL
7. BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN HEREON, THE BEARING BEING N14°30'18"W PER TRACT NO. 10192 (865 MAPS 39).
8. BENCHMARK: CITY OF MILPITAS BENCHMARK MIL-LCO: BRASS DISK IN MONUMENT WELL AT THE INTERSECTION OF SOUTH MILPITAS BOULEVARD AND LOS COCHES STREET
EL: 18.365 FEET
9. EXISTING STRUCTURES: ALL EXISTING BUILDINGS, PAVEMENT, AND TREES WITHIN BOUNDARY TO BE REMOVED.
10. EXISTING UTILITIES: ALL EXISTING UTILITIES WITHIN BOUNDARY TO BE REMOVED UNLESS OTHERWISE NOTED.
11. STREETS: ALL STREETS WITHIN THE SUBDIVISION WILL BE PRIVATE STREETS AND WILL BE PRIVATELY MAINTAINED. ALL PRIVATE STREETS WILL BE IN PSUE'S (MINIMUM LONGITUDINAL SLOPE=0.5%)
12. STREETS TREES: STREET TREES ALONG PUBLIC STREETS SHALL BE PROVIDED AS REQUIRED BY THE CITY AND WILL BE MAINTAINED BY THE CITY OF MILPITAS. STREET TREES ALONG PRIVATE STREETS SHALL BE INSTALLED PER CITY STANDARD NO. 448 AND WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
13. STREET LIGHTS: STREET LIGHTS WILL BE INSTALLED PER CITY OF MILPITAS STANDARDS. STREET LIGHTS ON PRIVATE STREETS WILL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. STREET LIGHTS ON PUBLIC STREETS WILL BE PUBLICLY MAINTAINED.
14. WALLS: ALL WALLS WILL BE PRIVATE FACILITIES AND PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
15. PUBLIC UTILITIES: PROPOSED WATER, STORM DRAIN & SANITARY SEWER FACILITIES WITHIN PUBLIC ROADWAYS WILL BE CONSTRUCTED PER CITY OF MILPITAS STANDARDS AND DEDICATED TO THE CITY.
16. PRIVATE UTILITIES: PROPOSED WATER, STORM DRAIN & SANITARY SEWER FACILITIES WITHIN PRIVATE ROADWAYS AND SUBDIVISION WILL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION, EXCEPT AS NOTED.
17. LANDSCAPING: ALL LANDSCAPING TO BE PRIVATELY OWNED AND MAINTAINED ON PRIVATE ROADWAYS AND PRIVATE PARCELS.
18. FLOOD ZONE: ZONE AH
REFER TO:
FLOOD INSURANCE RATE MAP
PANEL 06085C0067H (MAY 18, 2009)
BASE FLOOD ELEVATION = 23.0
19. WELLS ONSITE: NONE
20. GAS & ELECTRIC: PG&E
21. TELEPHONE: AT&T
22. CABLE TV: AT&T BROADBAND
23. WATER: CITY OF MILPITAS
24. SEWER: CITY OF MILPITAS
25. STORM: CITY OF MILPITAS
26. UNITS: 25 UNITS (CONDOMINIUMS)
27. CONDOMINIUM MAP: A CONDOMINIUM MAP WILL BE RECORDED FOR PARCELS 1-3. THE SUBDIVISION IS A CONDOMINIUM PROJECT AS DEFINED IN SECTION 1350 ET. SEQ. OF THE CIVIL CODE OF THE STATE OF CALIFORNIA AND FILED PURSUANT TO THE SUBDIVISION MAP ACT. THE TOTAL NUMBER OF CONDOMINIUM DWELLING UNITS SHALL BE NO MORE THAN 25 UNITS.
28. PHASING: THIS PROJECT WILL BE CONSTRUCTED IN A SINGLE PHASE. ONE FINAL MAP WILL BE FILED.

LEGEND		DESCRIPTION
EXISTING	PROPOSED	
		SUBDIVISION BOUNDARY
		PROPERTY LINE
		CURB, GUTTER AND SIDEWALK
		EASEMENT
		SPOT ELEVATIONS

ABBREVIATIONS	
BD	BOUNDARY
BFE	BASE FLOOD ELEVATION
BFP	BACK FLOW PREVENTER
EL	ELEVATION
EP	EDGE OF PAVEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
GLIP	GARAGE LIP ELEVATION
INV	INVERT
LF	LINEAL FEET
LS	LANDSCAPE STRIP
MIN	MINIMUM
PIE	PRIVATE INGRESS & EGRESS EASEMENT
PL	PROPERTY LINE
PSUE	PUBLIC SERVICE UTILITY EASEMENT
PUE	PRIVATE UTILITY EASEMENT
R	RADIUS
R/W	RIGHT-OF-WAY
S	SLOPE
SD	STORM DRAIN
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEANOUT
TC	TOP OF CURB
TP	TOP OF PAVEMENT
TRC	TOP OF ROLL CURB
W	WATER

SHEET INDEX	
C-1	TITLE SHEET-EXISTING PROPERTY
C-2	SITE PLAN
C-3	DEVELOPMENT PLAN
C-4	GRADING PLAN
C-5	UTILITY PLAN
C-6	TRUCK TURNING EXHIBIT
C-7	SOLID WASTE MANAGEMENT PLAN
C-8	PRELIMINARY STORMWATER CONTROL PLAN
C-9	CITY NOTES AND CONDITIONS

SUBDIVISION TENTATIVE MAP

This Map has been reviewed by the City Engineer.

City Engineer _____ Date _____

Recommended for Approval by the Milpitas Planning Commission, this _____ day of _____

20____, and Approved by the Milpitas City Council

this _____ day of _____ 20____.

Planning and Neighborhood Services Director _____ Date _____

VESTING TENTATIVE MAP
EXISTING PROPERTY
75 SOUTH MILPITAS BLVD

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS

2633 CAMINO RAMON, SUITE 350
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(925) 866-0322
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SCALE: 1" = 20' DATE: OCTOBER 28, 2014

SHEET NO.
C-1
1 OF 9 SHEETS



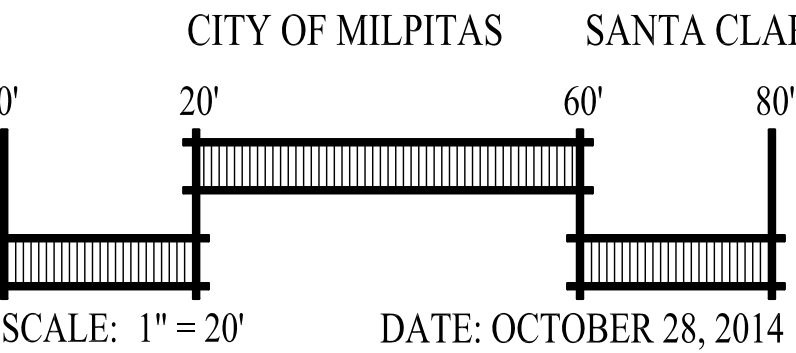
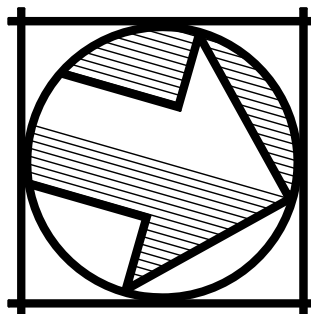
GENERAL NOTES:

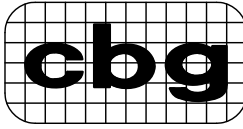
DESCRIPTION	VESTING TENTATIVE MAP
1. EXISTING ZONING:	TC (TOWNCENTER)
2. PROPOSED ZONING:	R3 (MULTI-FAMILY RESIDENTIAL)
3. EXISTING LAND USE:	COMMERCIAL
4. PROPOSED LAND USE:	MULTI-FAMILY RESIDENTIAL
5. TOTAL SITE AREA:	1.26± ACRES GROSS; 1.20± ACRES NET
6. TOTAL NUMBER OF LOTS:	3 PARCELS; 4 LOTS
7. DENSITY:	19.84 DU/ACRE GROSS; 20.83 DU/ACRE NET
8. PARKING:	SEE SHEET C-3

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		SUBDIVISION BOUNDARY
		PROPERTY LINE
		CURB, GUTTER AND SIDEWALK
		EASEMENT
		SPOT ELEVATIONS

VESTING TENTATIVE MAP
SITE PLAN
75 SOUTH MILPITAS BLVD



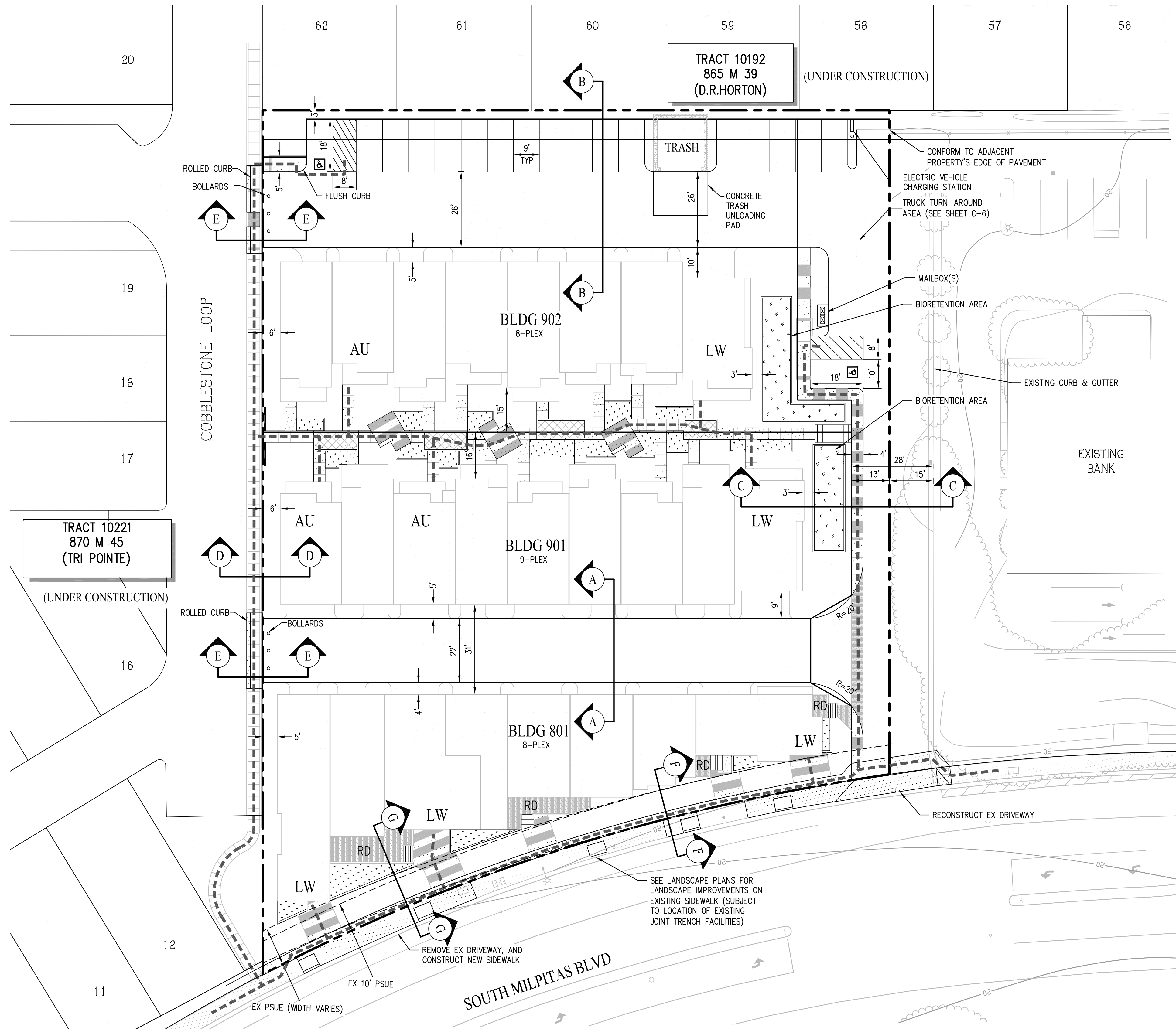


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SHEET NO.
C-2
2 OF 9 SHEETS



PARKING SUMMARY

BUILDING TYPE	UNIT TYPE	UNITS	SPACES REQUIRED		SPACES PROVIDED			TANDEM SUMMARY	
			REQUIRED RATIO	SPACES REQUIRED	GARAGE SPACES PROVIDED	SURFACE SPACES PROVIDED	TOTAL SPACES PROVIDED	TANDEM SPACES ALLOWABLE	TANDEM SPACES PROVIDED
CONDO	RESIDENT	25	2	50	50	0	50	0.50 OF PROVIDED	18
	GUEST	-	0.2 OF REQ'D	10	0	10	10	-	0
TOTAL (CONDO)		25	-	60	50	10	60*	-	18**
TOTAL (WORK UNITS)		5	1.5	8	-	8	8	-	-

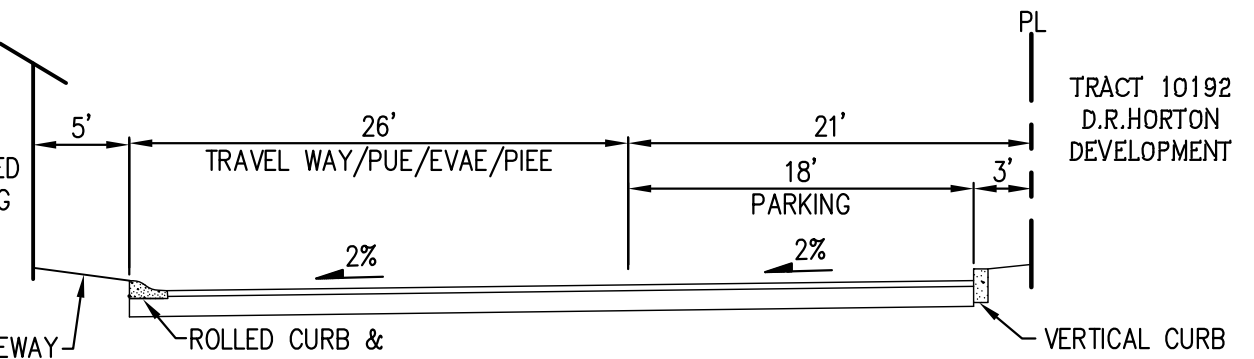
*PARKING RATIO PROVIDED: 2.4 SPACES/UNIT
**TANDEM PARKING RATIO PROVIDED: 26%

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		SUBDIVISION BOUNDARY
		PROPERTY LINE
		CURB, GUTTER AND SIDEWALK
		ENHANCED PAVING/CONCRETE PER LANDSCAPE PLANS
		ADA PATH OF TRAVEL
		RAISED DECK
		ACCESSIBLE UNIT
		LIVELINE UNIT

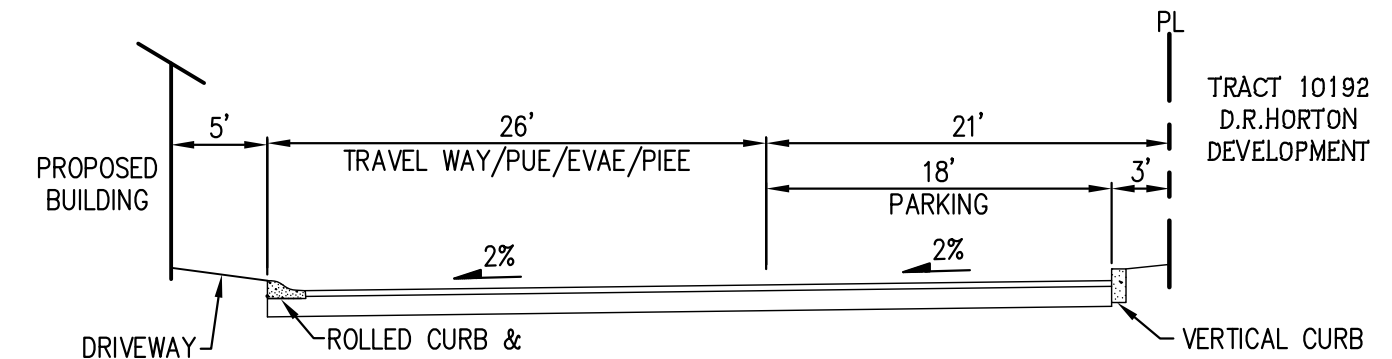
PRIVATE DRIVE (SECTION A-A)

(NOT TO SCALE)



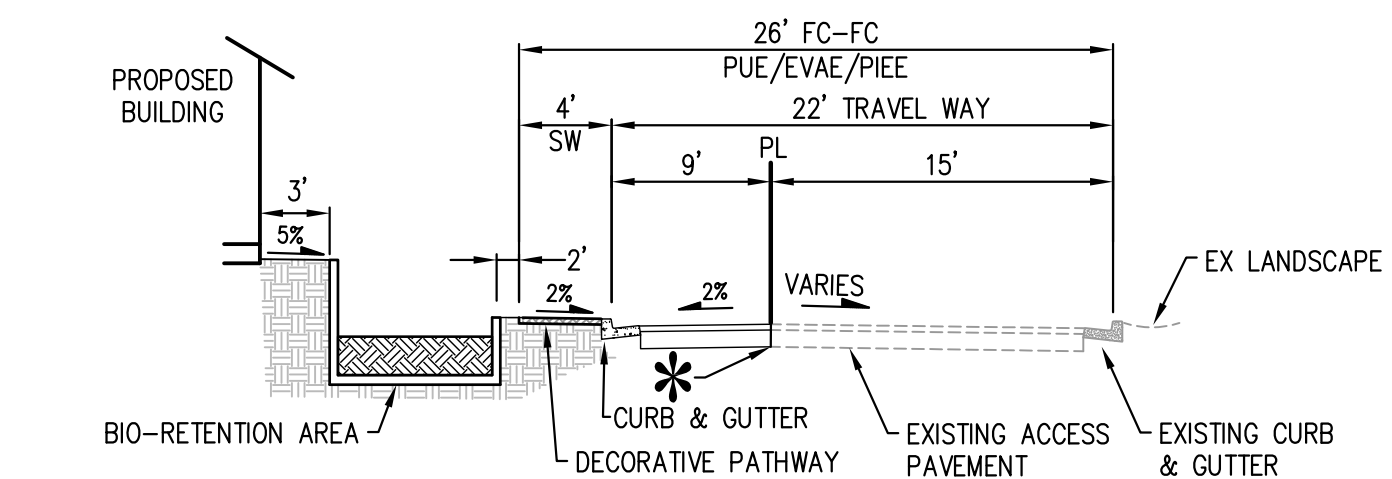
PRIVATE DRIVE WITH PARKING (SECTION B-B)

(NOT TO SCALE)



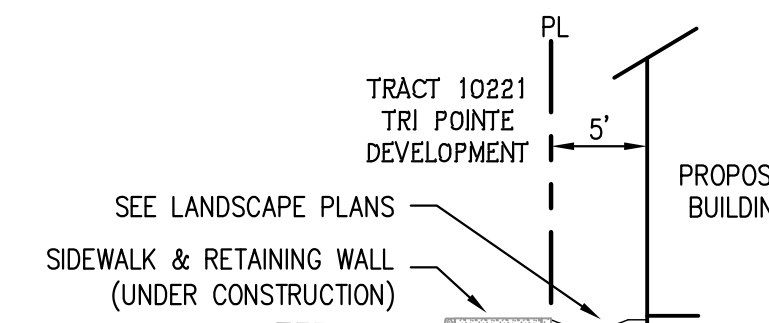
PRIVATE DRIVE (SECTION C-C)

(NOT TO SCALE)



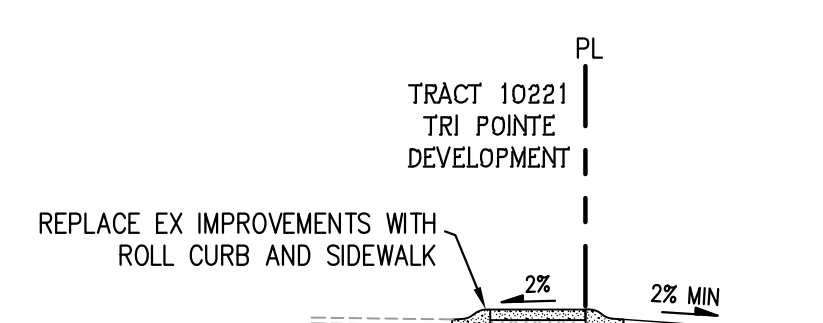
SECTION D-D

(NOT TO SCALE)



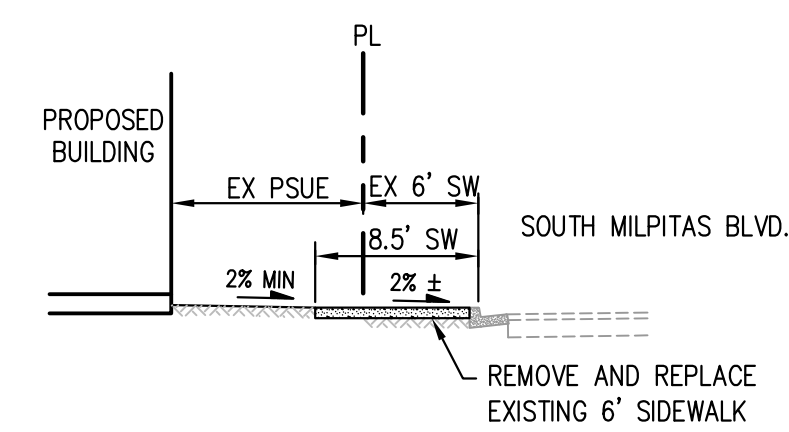
SECTION E-E

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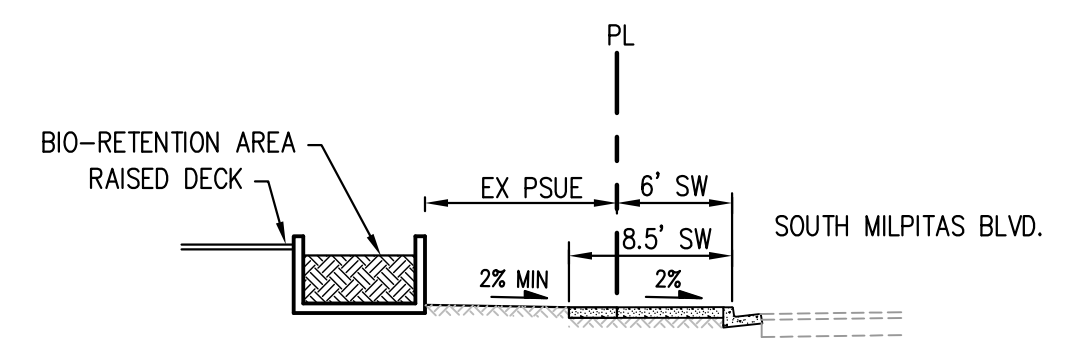
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(NOT TO SCALE)



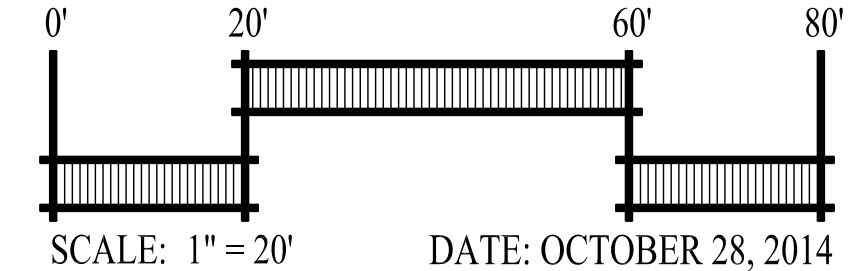
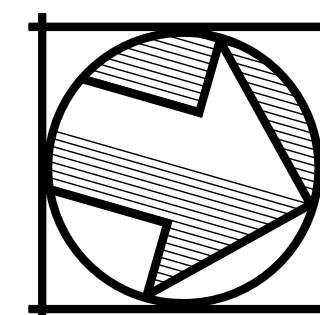
SECTION G-G

(NOT TO SCALE)



DEVELOPMENT PLAN 75 SOUTH MILPITAS BLVD

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA



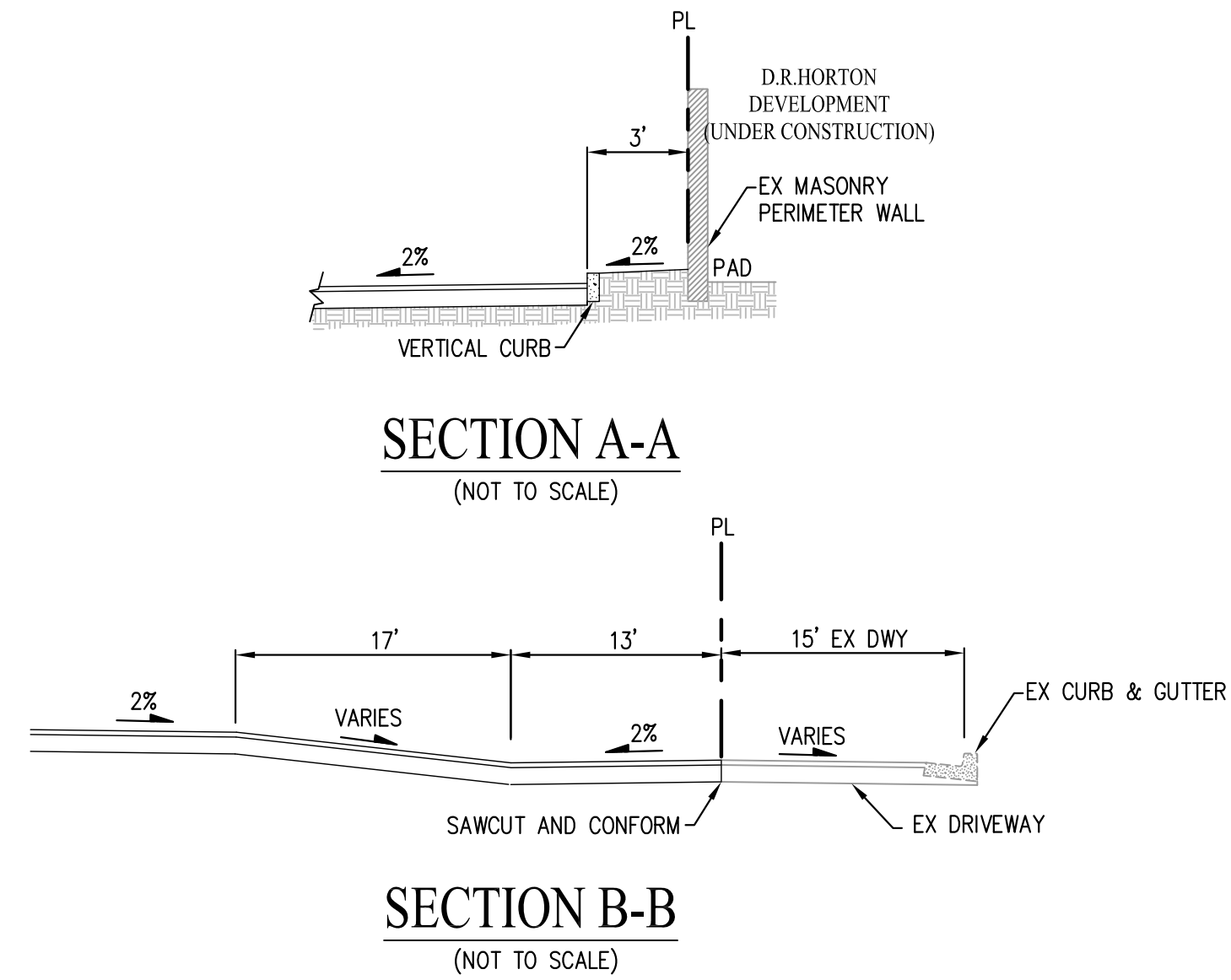
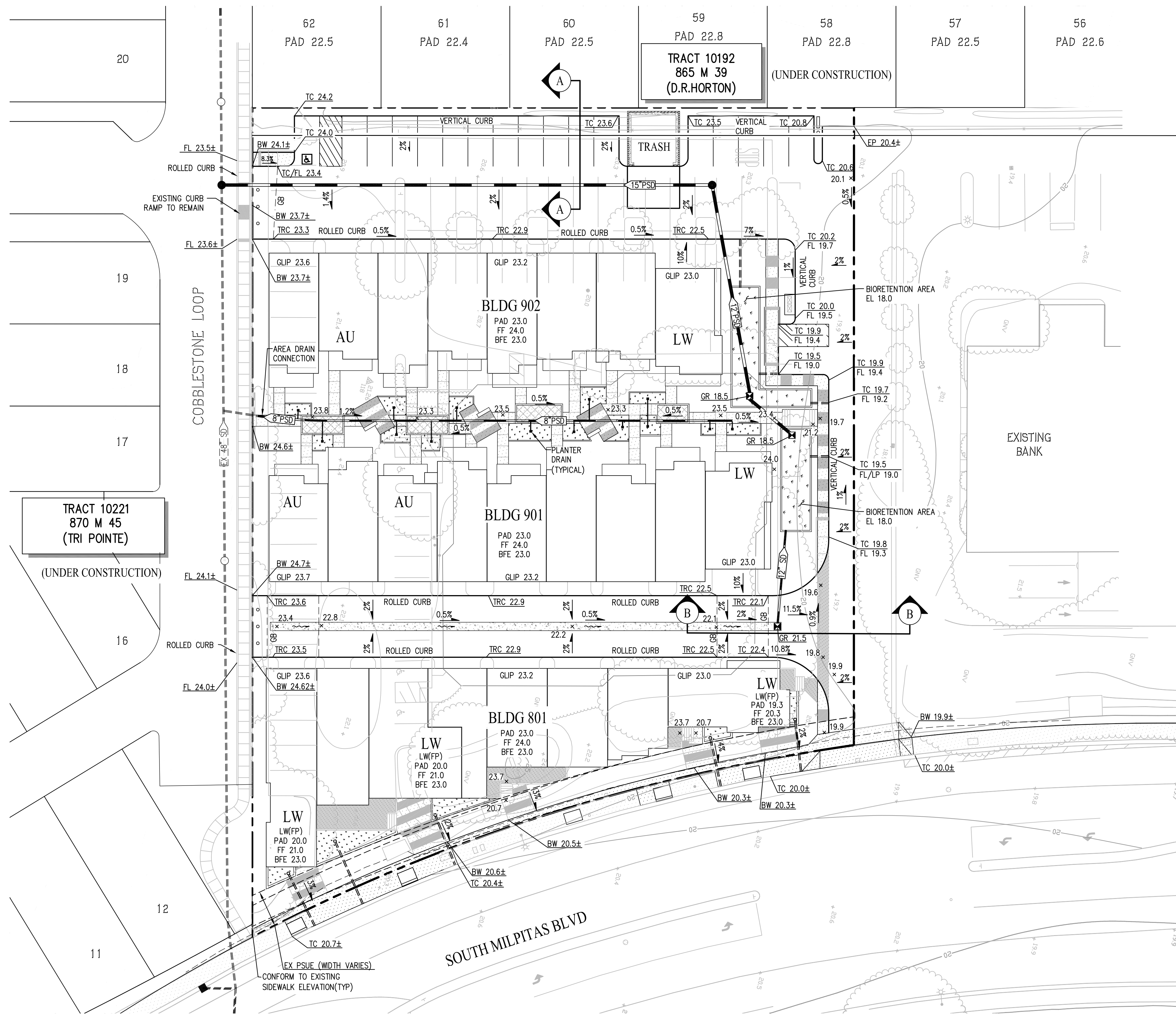
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SHEET NO.
C-3
3 OF 9 SHEETS

G:\2283\ACAD\TMC-3.DWG



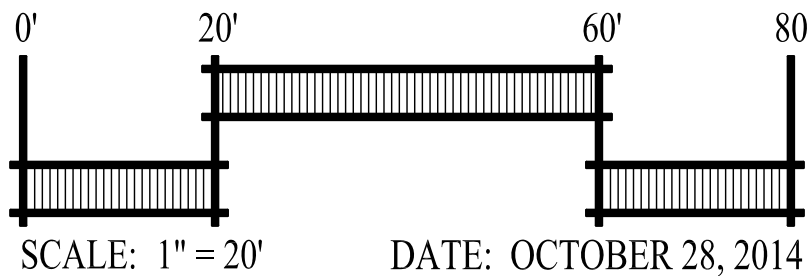
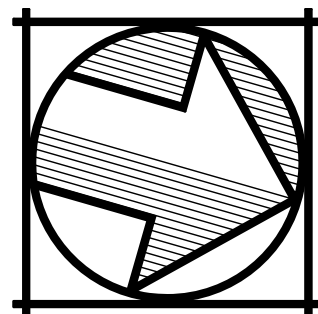
LEGEND		
EXISTING	PROPOSED	DESCRIPTION
	---	SUBDIVISION BOUNDARY
	---	PROPERTY LINE
	---	CURB, GUTTER AND SIDEWALK
	x 100.0	SPOT ELEVATIONS
	---	STORM DRAIN (PUBLIC)
	---	STORM DRAIN (PRIVATE)
	---	BIO-RETENTION AREA/FLOW THROUGH PLANTERS
	---	SIDEWALK DRAIN
	---	THROUGH-CURB DRAIN
	AU	ACCESSIBLE UNIT
	LW	LIVEWORK UNIT
	LW(FP)	FLOOD PROTECTED LIVEWORK UNIT

- GRADING NOTES:**
- GRADING WILL BE DONE AS A PART OF THIS TRACT.
 - THE LIMIT OF GRADING OF THE PROJECT IS THE PROPOSED SUBDIVISION BOUNDARY OR AS SHOWN ON THIS PLAN.
 - ELEMENTS OF GRADING ARE IN CONFORMANCE WITH THE PRELIMINARY SOILS REPORT.
 - SEE UTILITY PLAN SHEET C-5 FOR STORM DRAIN PIPE SIZES & CONNECTION INFORMATION.

- FLOODPLAIN NOTES:**
- SEE SHEET C-1 FOR BASE FLOOD ELEVATION ("BFE").
 - RESIDENTIAL UNITS SHALL HAVE FINISH FLOOR ELEVATIONS AT LEAST 1.0' ABOVE THE BFE AS SHOWN ON THIS SHEET.
 - WORK UNITS IN BUILDING 801 SHALL BE FLOOD-PROOFED. ALL OTHER WORK UNITS SHALL HAVE FINISH FLOOR ELEVATIONS AT LEAST 1.0' ABOVE THE BFE AS SHOWN ON THIS SHEET.
 - SEE SECTIONS ON SHEET C-3 FOR ADDITIONAL INFORMATION.

VESTING TENTATIVE MAP PRELIMINARY GRADING PLAN 75 SOUTH MILPITAS BLVD

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA



SCALE: 1" = 20' DATE: OCTOBER 28, 2014

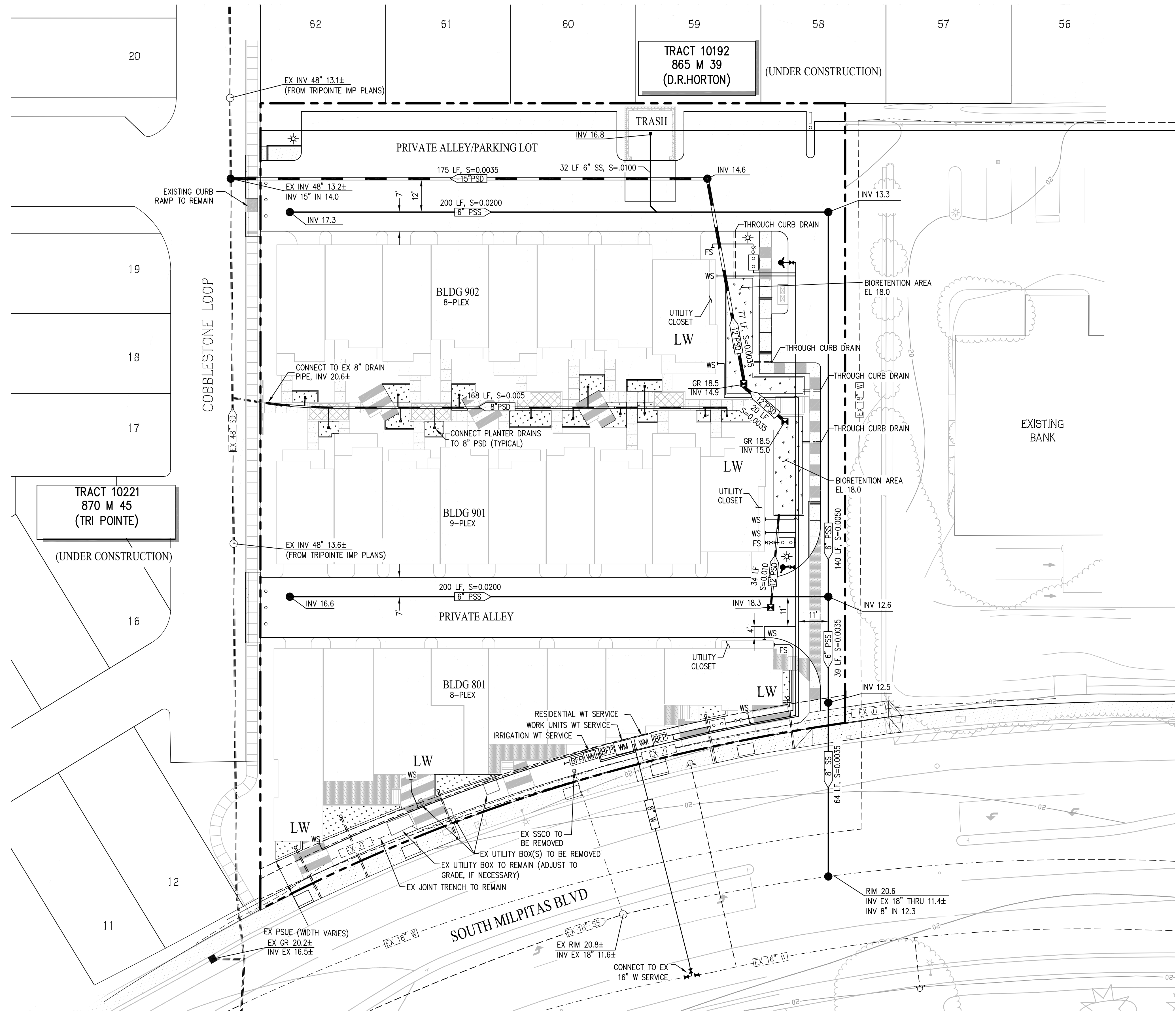


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SHEET NO.
C-4
4 OF 9 SHEETS

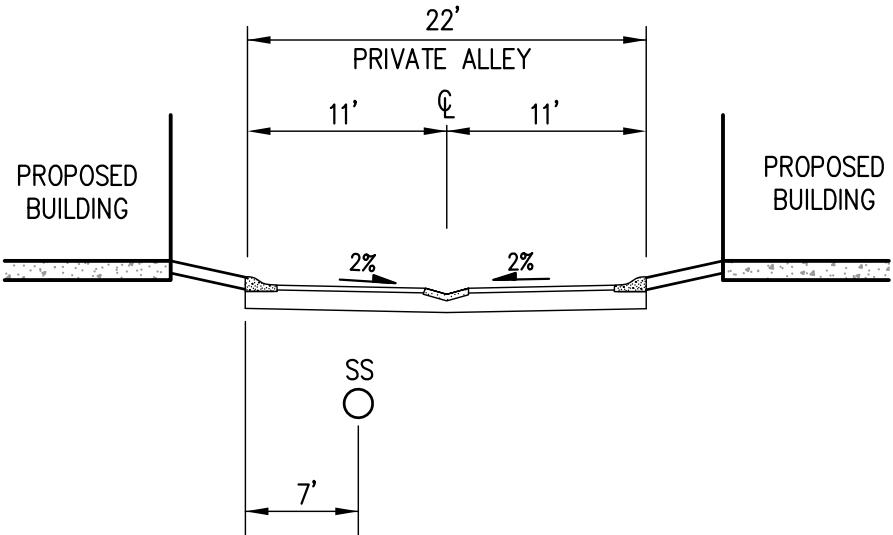


UTILITY NOTES

- PRIVATE UTILITIES: PROPOSED SEWER, STORM & WATER WITHIN THE PRIVATE ROADS & PARCELS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- PRIVATE STORM DRAIN: MINIMUM SLOPE OF PROPOSED STORM DRAIN PIPE = 0.0035
MINIMUM SIZE OF PROPOSED STORM DRAIN PIPE IS 8"
STORM DRAIN FACILITIES MAY BE RCP OR HDPE N-12 PIPE.
- PRIVATE SANITARY SEWER: MINIMUM SLOPE OF PROPOSED SEWER PIPE = 0.0035
MINIMUM SIZE OF PROPOSED SEWER MAIN IS 6"
- GAS & ELECTRIC: PG&E
- TELEPHONE: ATT
- CABLE TV: COMCAST
- FIRE HYDRANT AND FIRE SERVICE LATERAL LAYOUT TO BE COORDINATED WITH CITY OF MILPITAS FIRE DEPARTMENT.
- UNLESS OTHERWISE NOTED, THE SIZE OF ALL WATER METERS, BACKFLOW DEVICES, VAULTS, AND ASSOCIATED APPURTENANCES SHALL BE PER CITY OF MILPITAS STANDARDS.
- UNLESS OTHERWISE NOTED, ALL EXISTING ONSITE UTILITIES SHALL BE REMOVED.

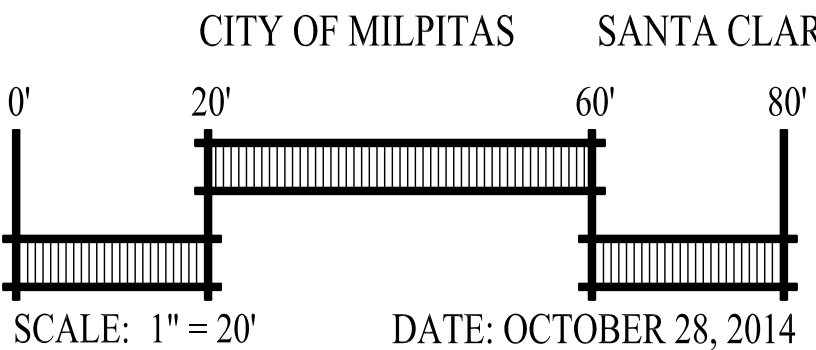
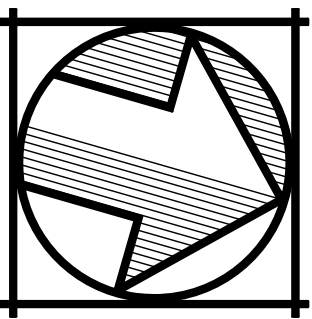
LEGEND

EXISTING	PROPOSED	DESCRIPTION
		SUBDIVISION BOUNDARY
		PROPERTY LINE
		CURB, GUTTER AND SIDEWALK
		SPOT ELEVATIONS
		JOINT TRENCH
		STORM DRAIN (PUBLIC)
		SANITARY SEWER (PUBLIC)
		STORM DRAIN (PRIVATE)
		SANITARY SEWER (PRIVATE)
		WATER LINE
		THROUGH-CURB DRAIN
		FIRE HYDRANT
		UTILITY BOX
		ELECTROLIER
		WATER METER (CITY OF MILPITAS STD 728)
		REDUCED PRESSURE BACKFLOW PREVENTER (CITY OF MILPITAS STD 734)
		BIO-RETENTION AREA/FLOW THROUGH PLANTERS
		DETECTOR CHECK VALVE (CITY OF MILPITAS STD 730)
		FIRE DEPT CONNECTION & POST INDICATOR VALVE
		FIRE SERVICE WITH DETECTOR CHECK VALVE (PER CITY OF MILPITAS STD 730), POST INDICATOR VALVE AND FIRE DEPARTMENT CONNECTION
		WATER SERVICE



TYPICAL PRIVATE ALLEY
UTILITY LOCATION
(NOT TO SCALE)

VESTING TENTATIVE MAP
PRELIMINARY UTILITY PLAN
75 SOUTH MILPITAS BLVD

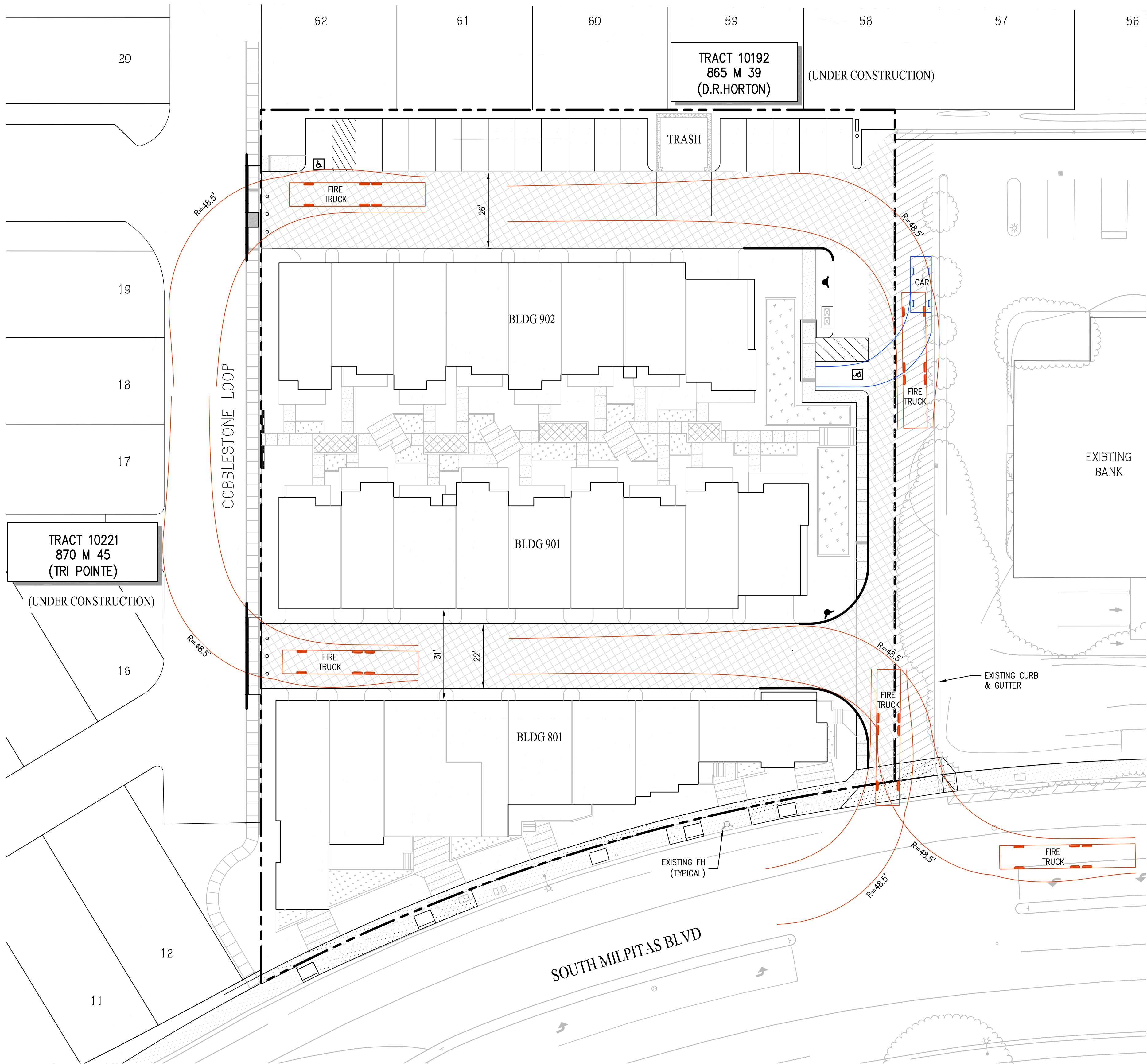


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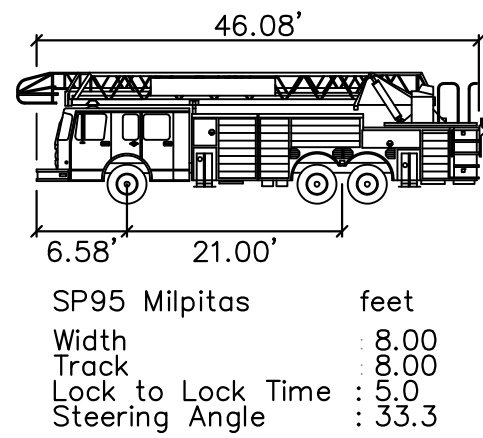
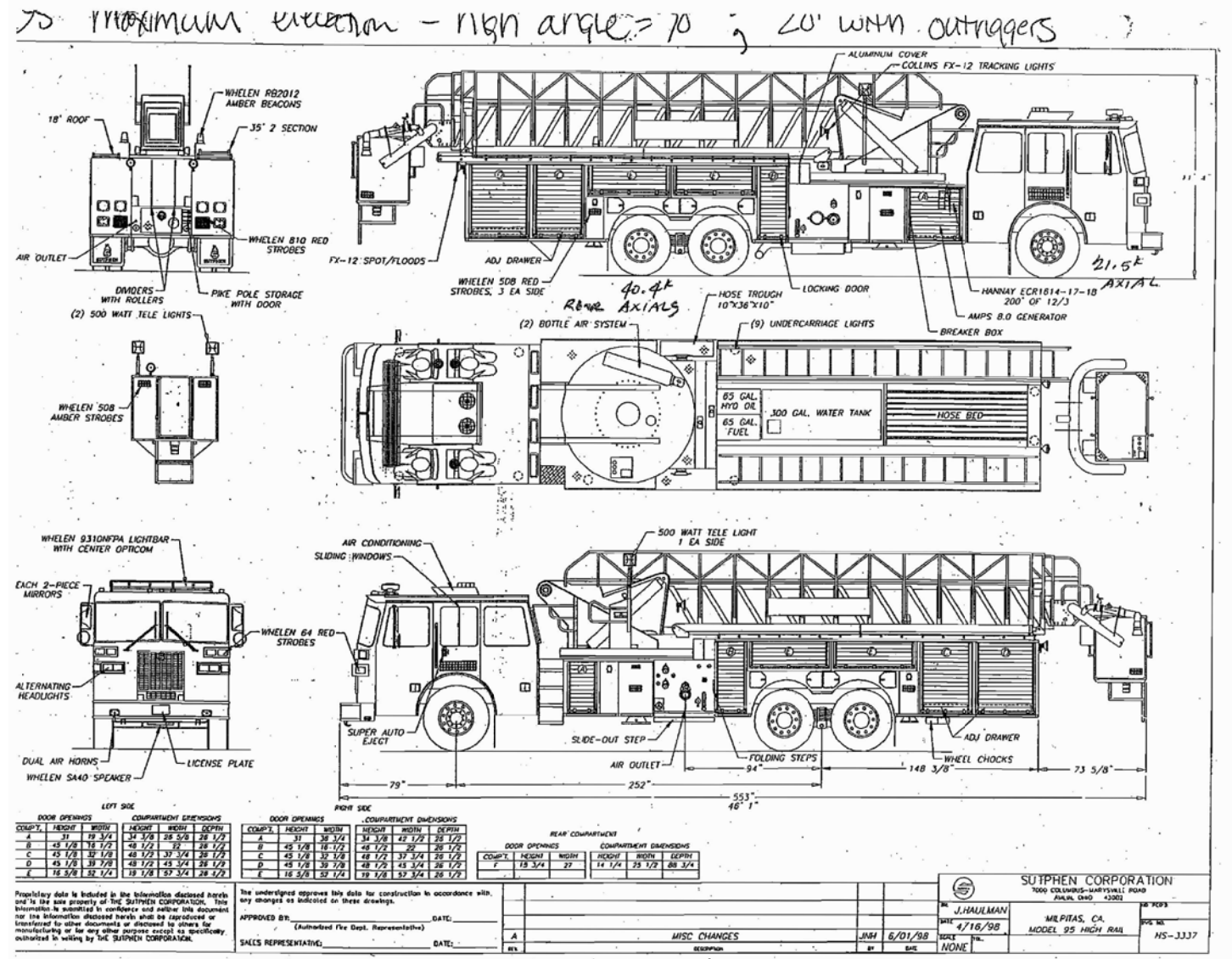
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SHEET NO.
C-5
5 OF 9 SHEETS



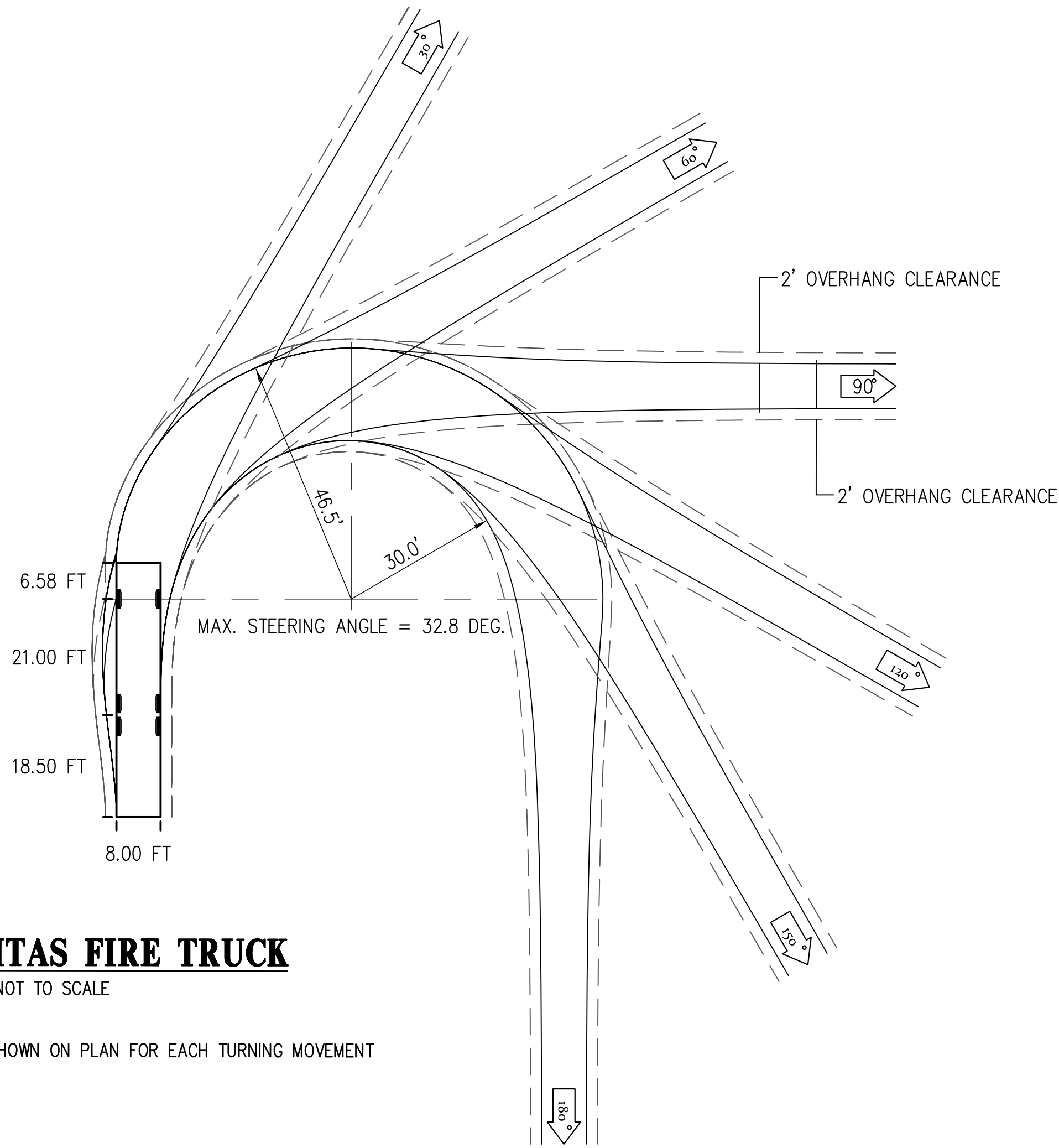
LEGEND

- FIRE APPARATUS ACCESS ROADS (PAVED - WITHIN PROJECT)
- FIRE APPARATUS ACCESS ROADS (PAVED - OUTSIDE OF PROJECT)
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- CURBS TO BE PAINTED RED AND STENCILED "NO PARKING FIRE LANE"

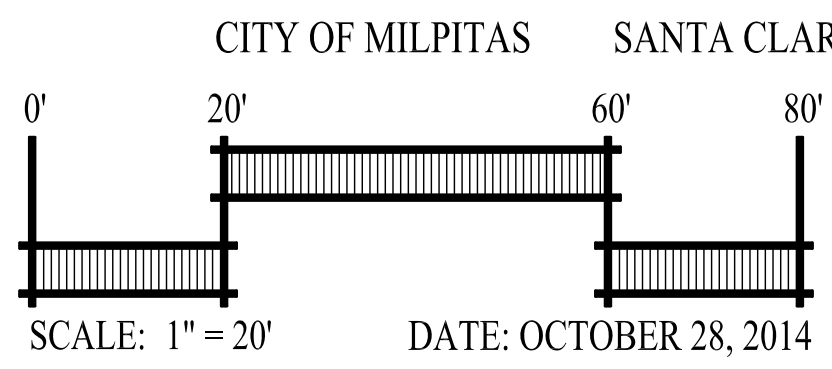
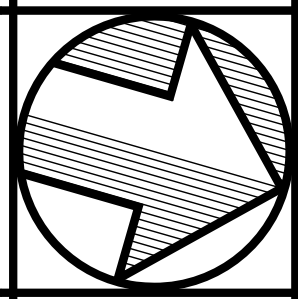


SP95 MILPITAS FIRE TRUCK
NOT TO SCALE

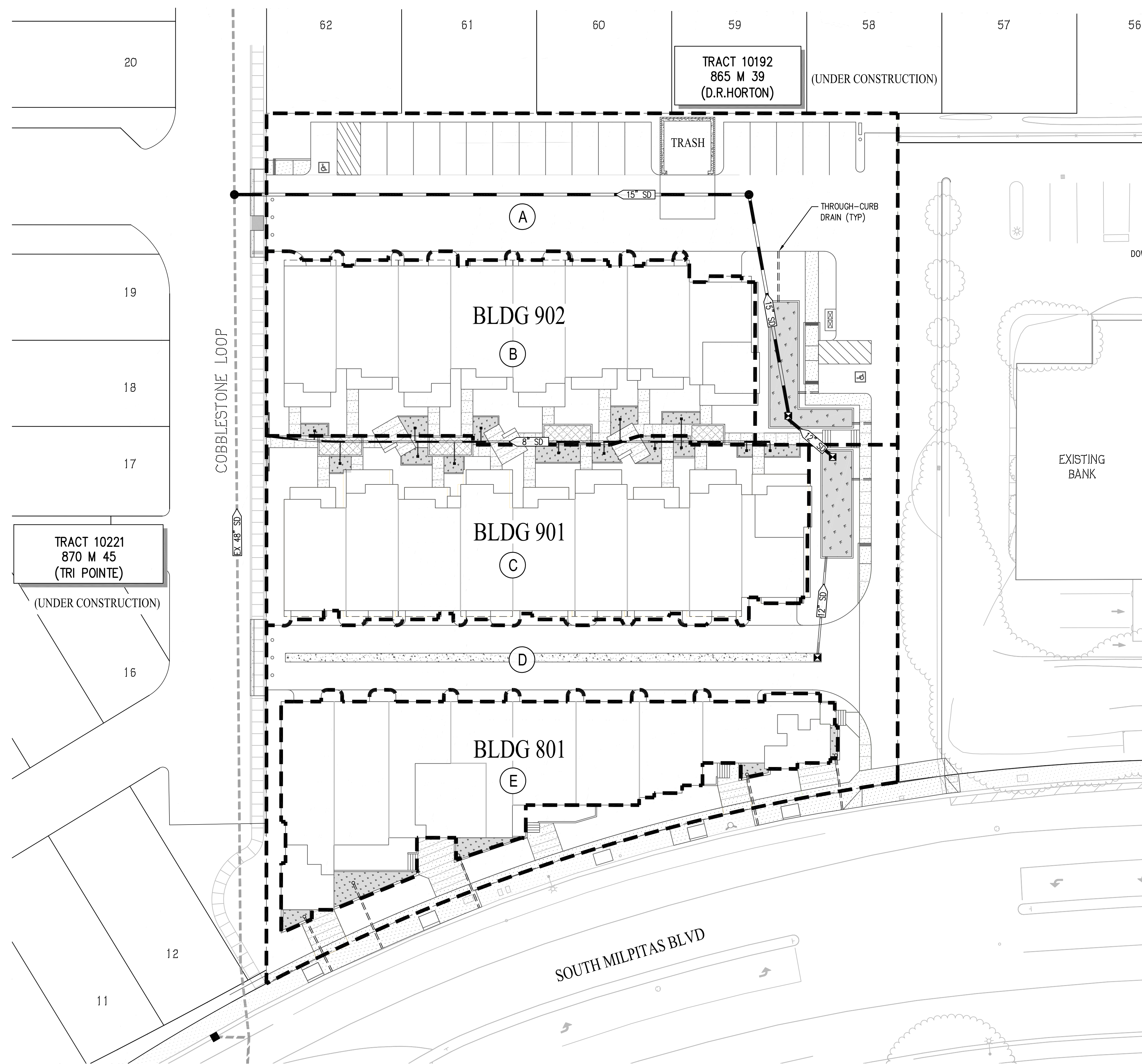
NOTE: MOST RESTRICTIVE TURN SHOWN ON PLAN FOR EACH TURNING MOVEMENT



VESTING TENTATIVE MAP TRUCK TURNING EXHIBIT 75 SOUTH MILPITAS BLVD



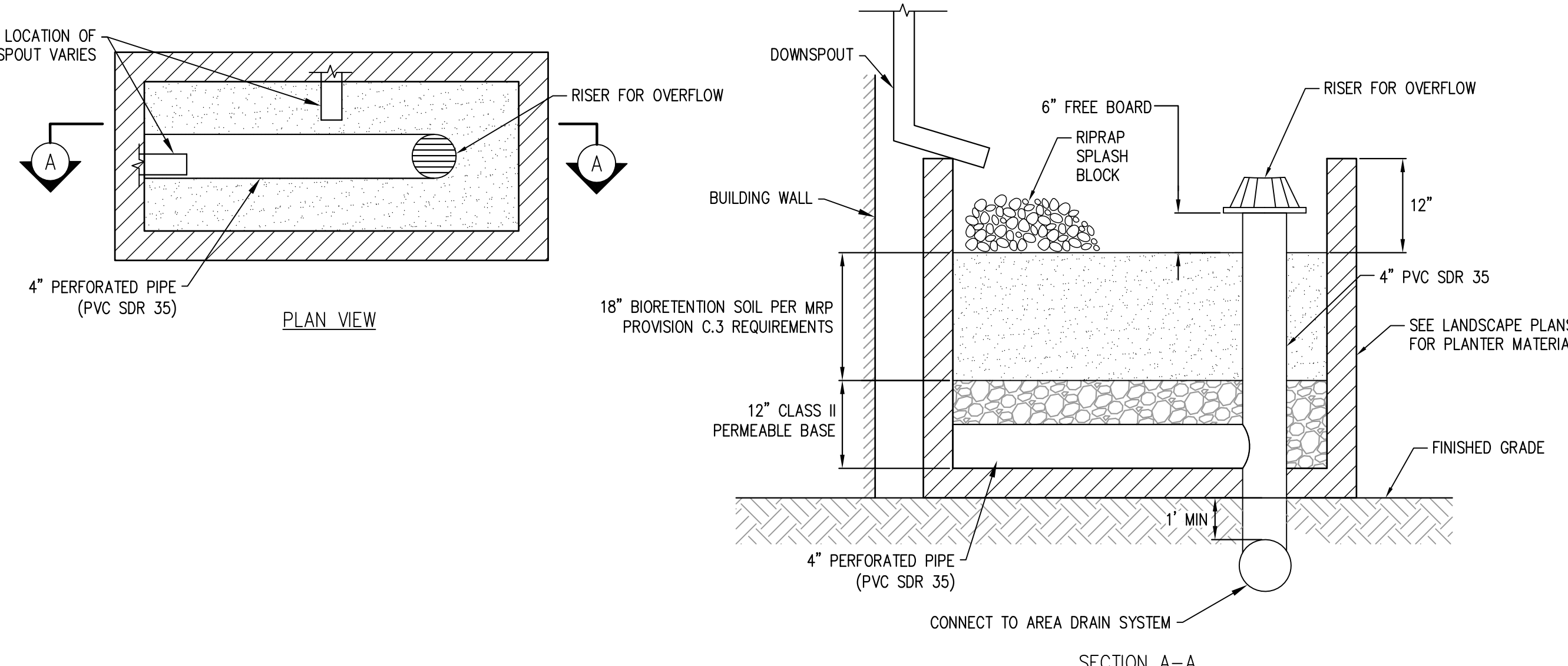
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SHEET NO. C-6 6 OF 9 SHEETS	



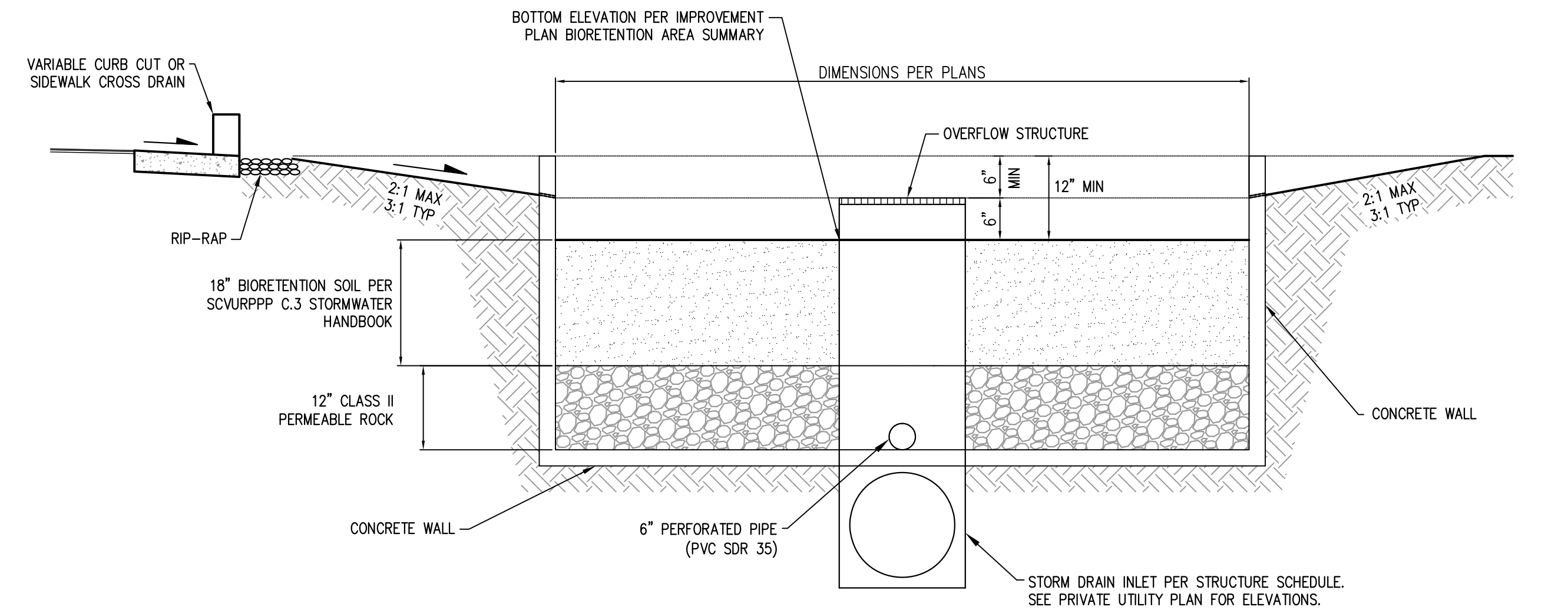
LEGEND

	EXISTING		PROPOSED
	CURB, GUTTER & SIDEWALK		
	STORM DRAIN PIPE		
	BIORETENTION RAISED PLANTER		
	DRAINAGE AREA BOUNDARY		
	DRAINAGE AREA ID		
	THROUGH-CURB DRAIN		

- NOTES:**
- REQUIRED SURFACE AREA OF THE BIORETENTION TREATMENT AREA IS EQUAL TO 4% OF THE CONTRIBUTING IMPERVIOUS SURFACE AREA. THIS CALCULATION IS BASED UPON THE SANTA CLARA VALLEY URBAN RUNOFF POLLUTION PREVENTION PROGRAM (SCVURPPP) C.3 STORMWATER HANDBOOK DATED APRIL 2012.
 - REQUIRED SURFACE AREA OF LANDSCAPE WITHIN SELF-RETAINING AREAS IS EQUAL TO 50% OF THE TRIBUTARY IMPERVIOUS SURFACE.
 - HYDROMODIFICATION IS NOT REQUIRED BECAUSE PROPOSED PROJECT IMPERVIOUS SURFACE IS LESS THAN EXISTING IMPERVIOUS SURFACE ON THE SITE.
 - ALL STORMWATER TREATMENT MEASURES AND SIZING SHOWN ON THIS EXHIBIT IS PRELIMINARY AND SUBJECT TO CHANGE PENDING FINAL DESIGN.
 - SEE STORMWATER CONTROL PLAN BY CARLSON, BARBEE & GIBSON FOR DETAILED SIZING CALCULATIONS.



TYPICAL RAISED PLANTER
NOT TO SCALE



TYPICAL BIORETENTION AREA
NOT TO SCALE

PRELIMINARY STORMWATER TREATMENT SUMMARY

AREA ID	TREATMENT TYPE	IMPERVIOUS AREA (SF)	TREATMENT AREA REQUIRED (SF)	TREATMENT AREA PROVIDED (SF)
A	BIORETENTION	11,400	456	500
B	BIORETENTION	8,000	320	330
C	BIORETENTION	9,250	370	370
D	BIORETENTION/SELF-RETAINING	8,300	332	360
E	RAISED PLANTER	7,200	288	300

**PRELIMINARY
STORMWATER CONTROL PLAN
75 SOUTH MILPITAS BLVD**

0' 20' 60' 80'

SCALE: 1" = 20'

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

DATE: OCTOBER 28, 2014

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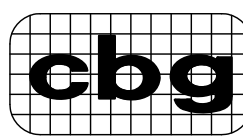
SHEET NO.
C-8
8 OF 9 SHEETS

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CITY NOTES AND CONDITIONS OF APPROVAL

VESTING TENTATIVE MAP
CITY NOTES AND CONDITIONS
75 SOUTH MILPITAS BLVD

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

DATE: OCTOBER 28, 2014

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	2633 CAMINO RAMON, SUITE 350 SAN RAMON, CALIFORNIA 94583

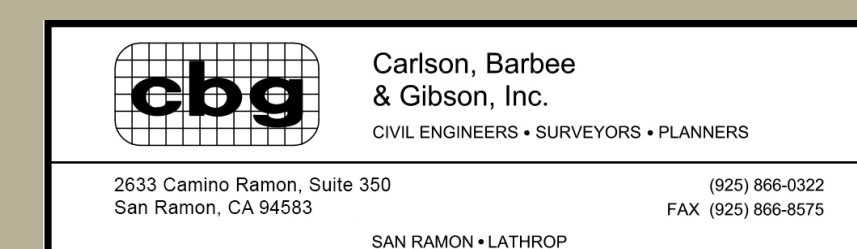
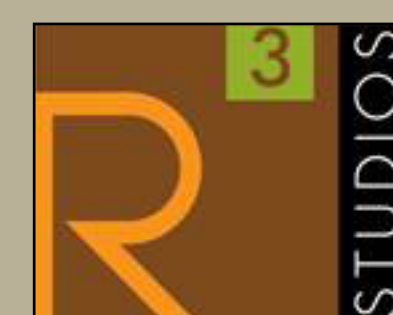
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SHEET NO.
C-9
9 OF 9 SHEETS



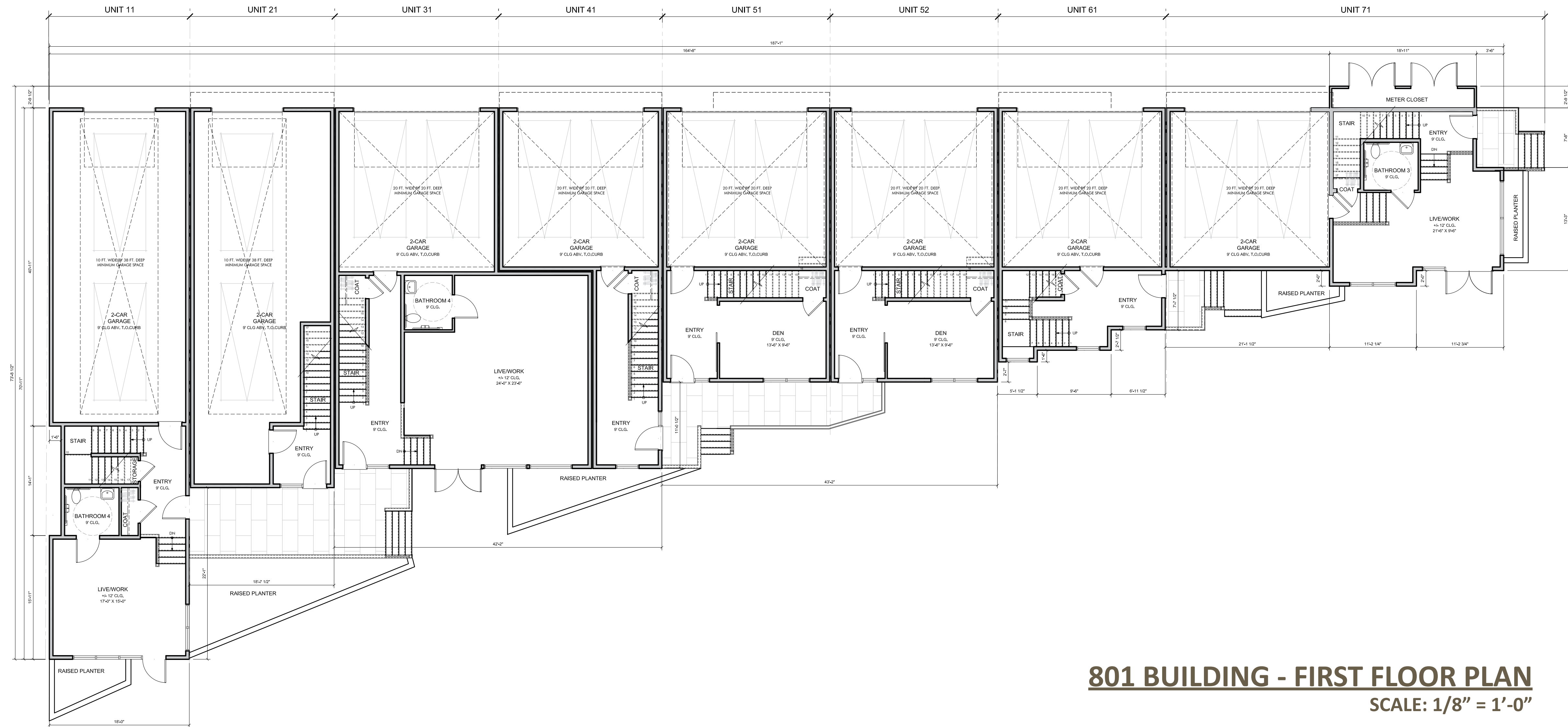
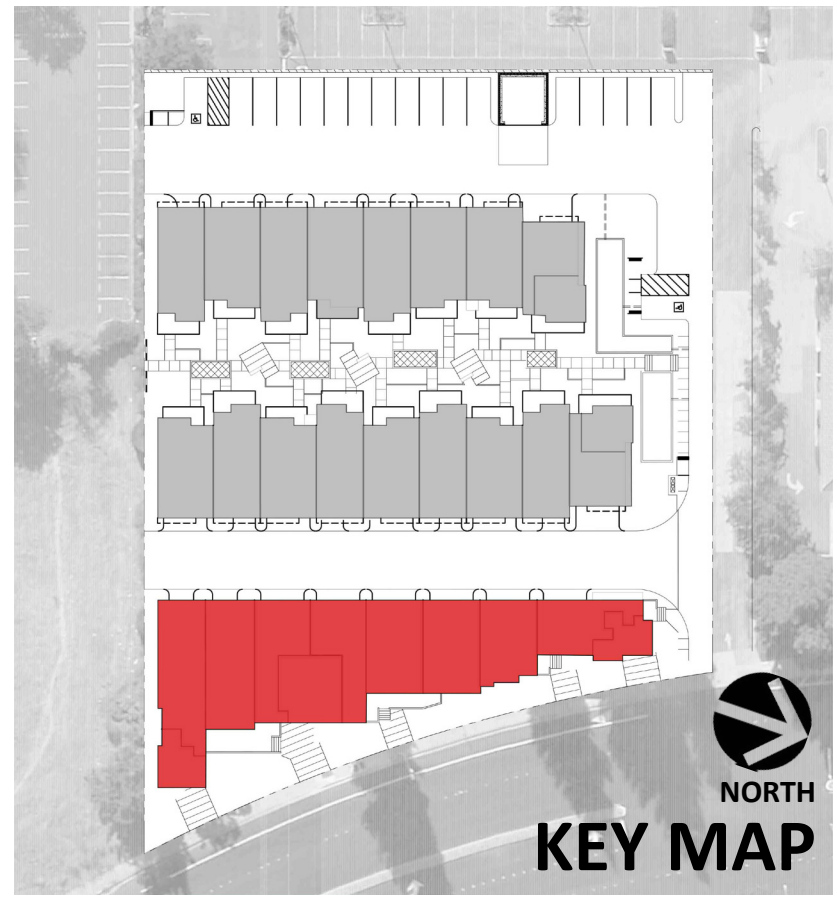
ILLUSTRATIVE SITE PLAN

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



JOB NO. 1189.002
DATE 11-04-14
5865 Owens Drive
Pleasanton, CA 94588
925-251-7200

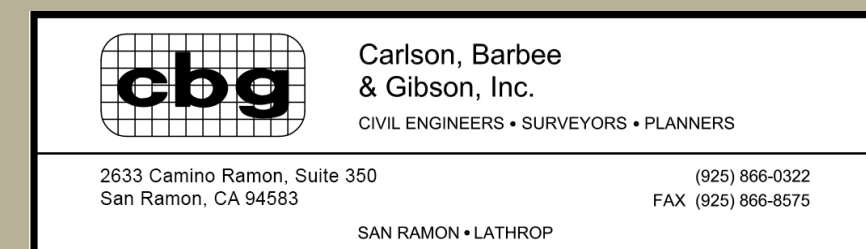
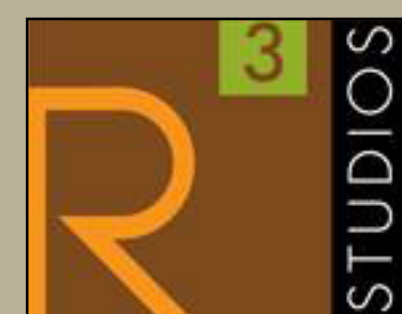
A-1



801 BUILDING - FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

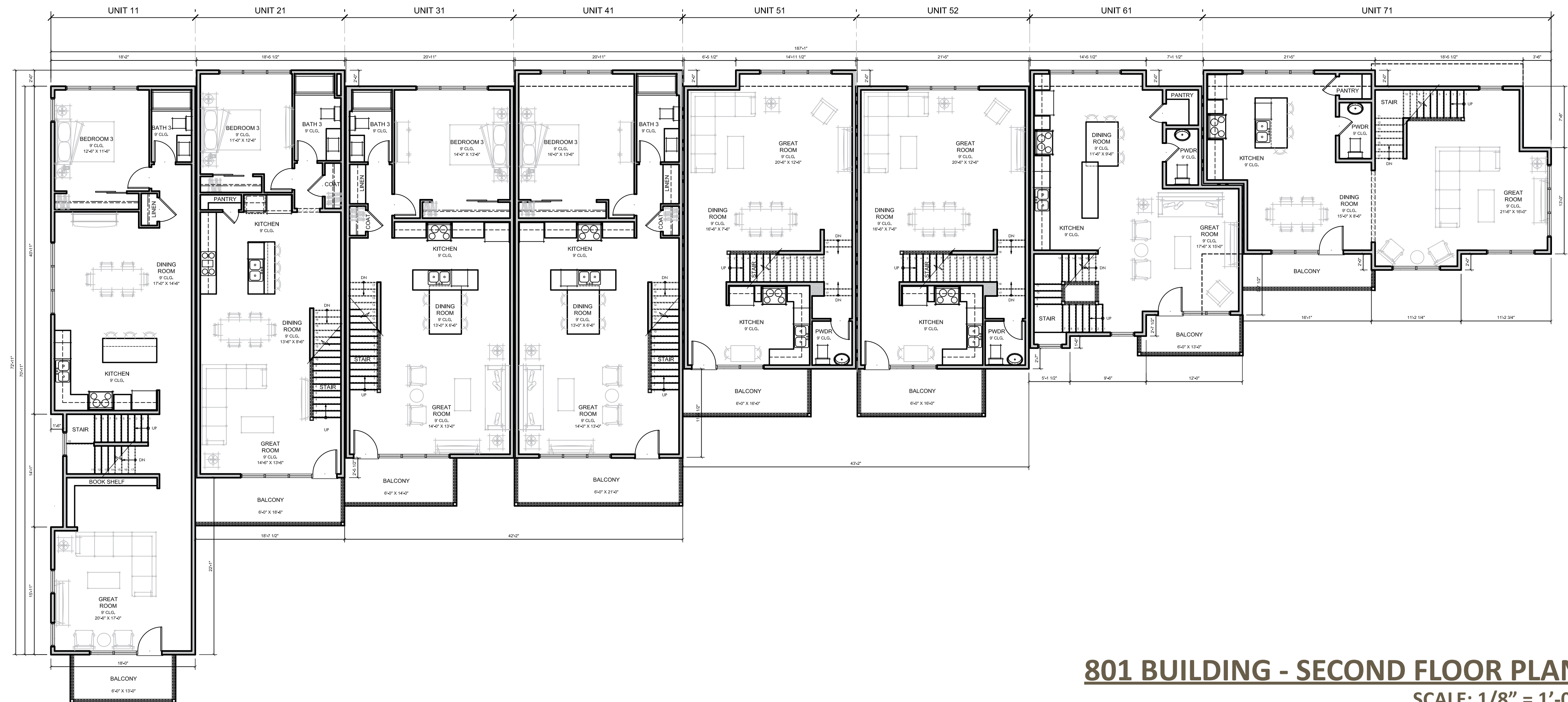
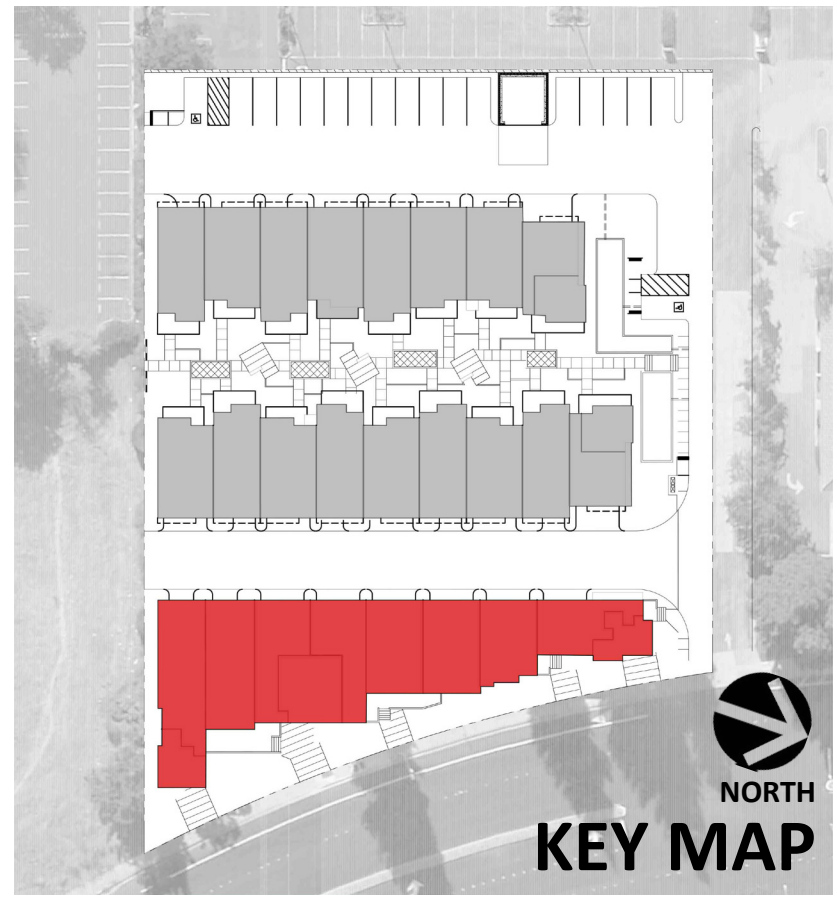
**BUILDING 801
FLOOR PLANS**

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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DATE 11-04-14
5865 Owens Drive
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801 BUILDING - SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

**BUILDING 801
FLOOR PLANS**

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA





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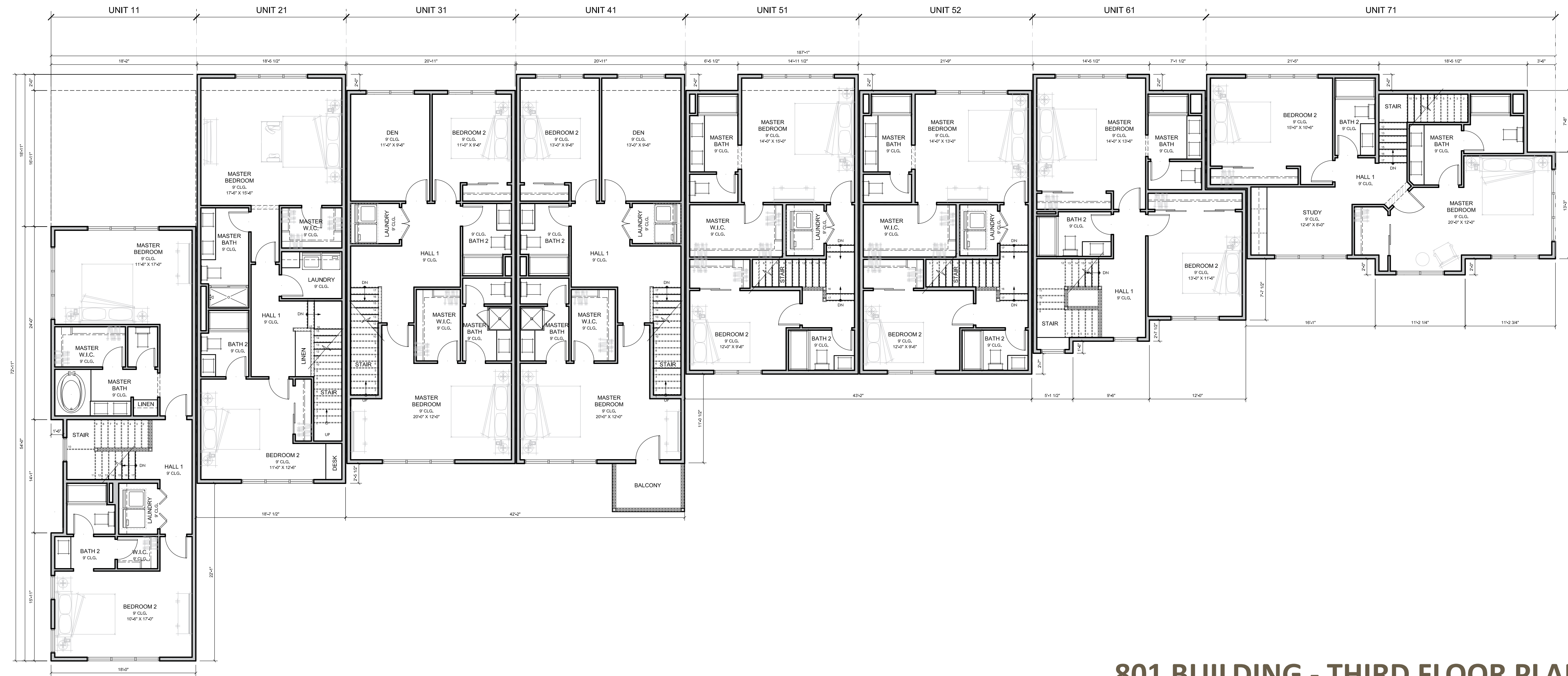
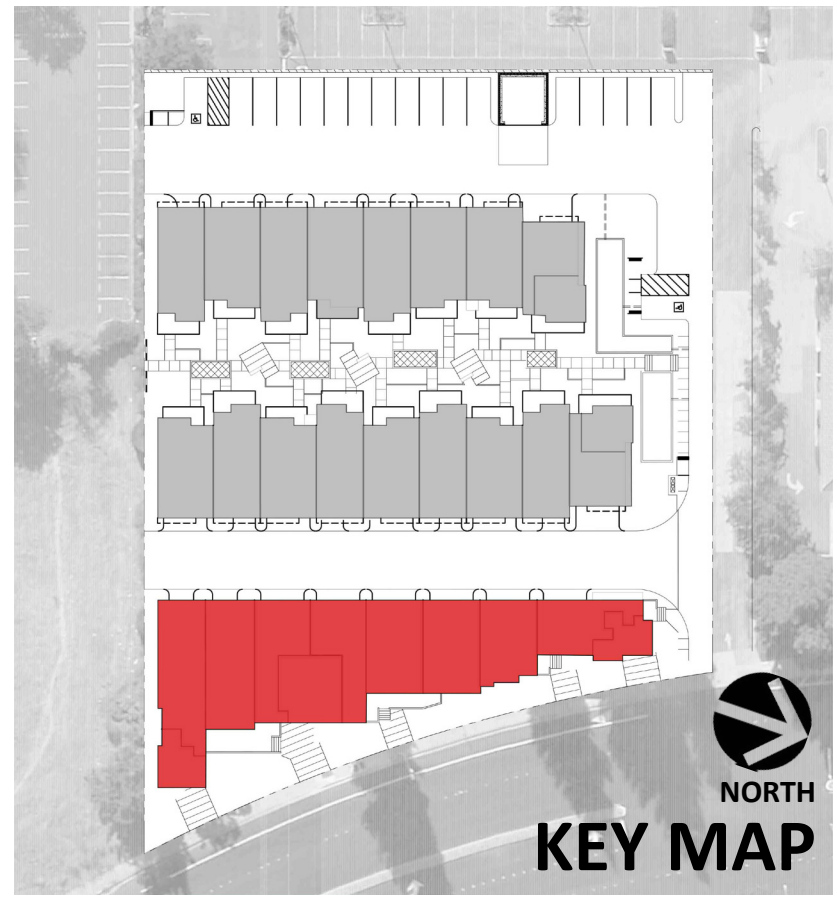
(925) 866-0322
FAX (925) 866-8575

SAN RAMON • LATHROP



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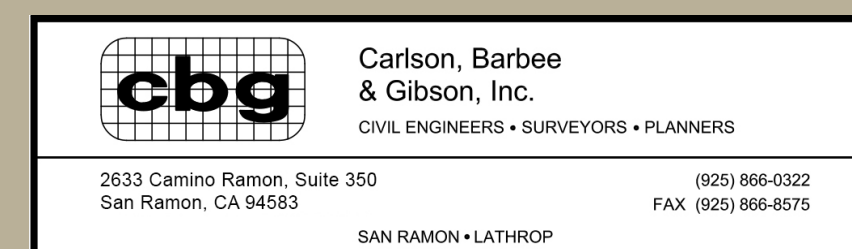
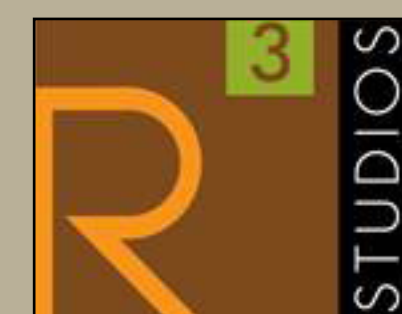
A-3



801 BUILDING - THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

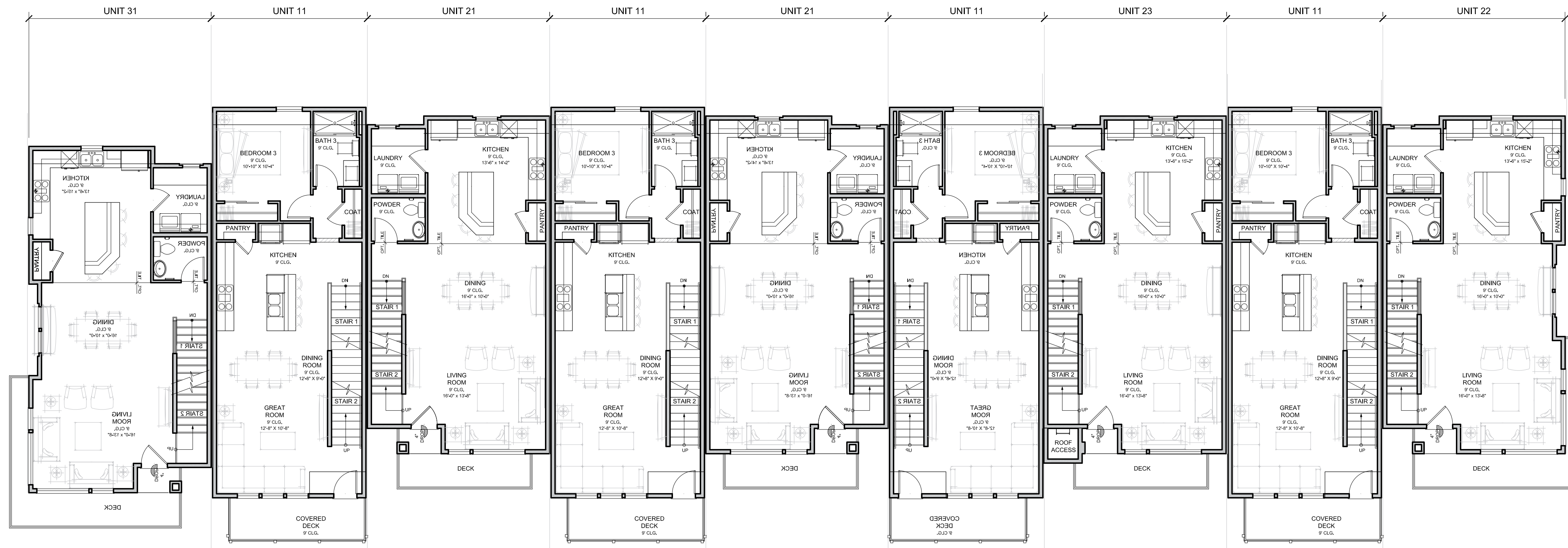
**BUILDING 801
FLOOR PLANS**

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA

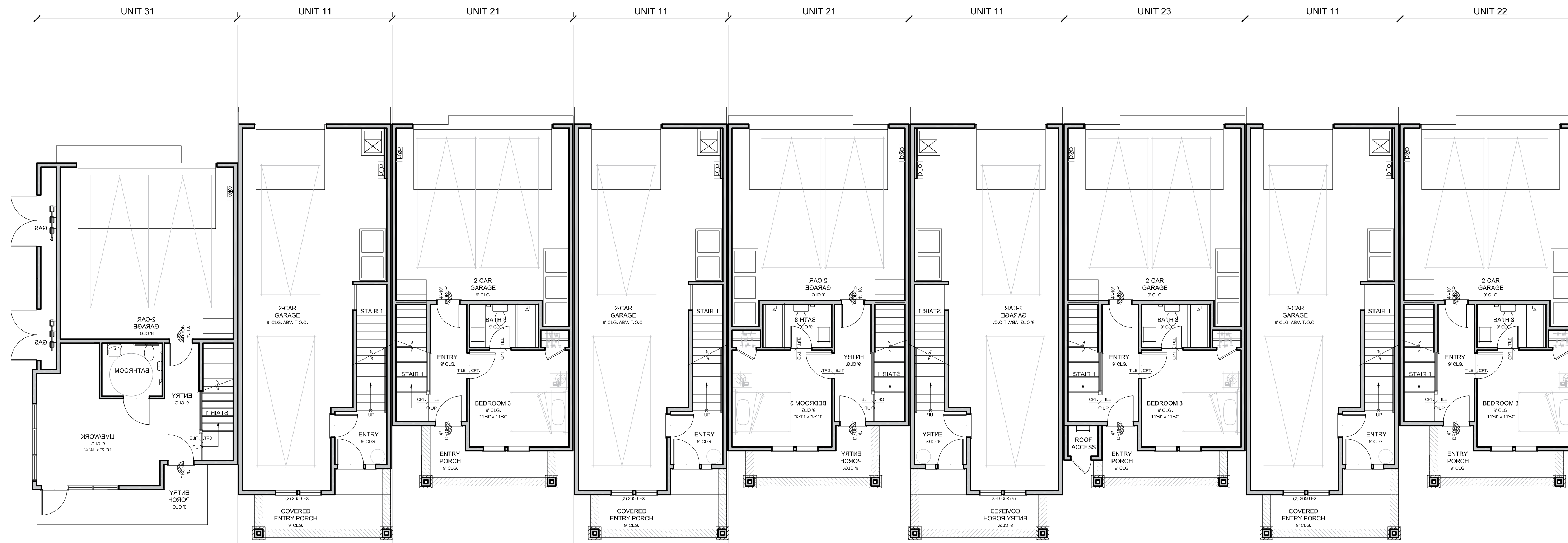
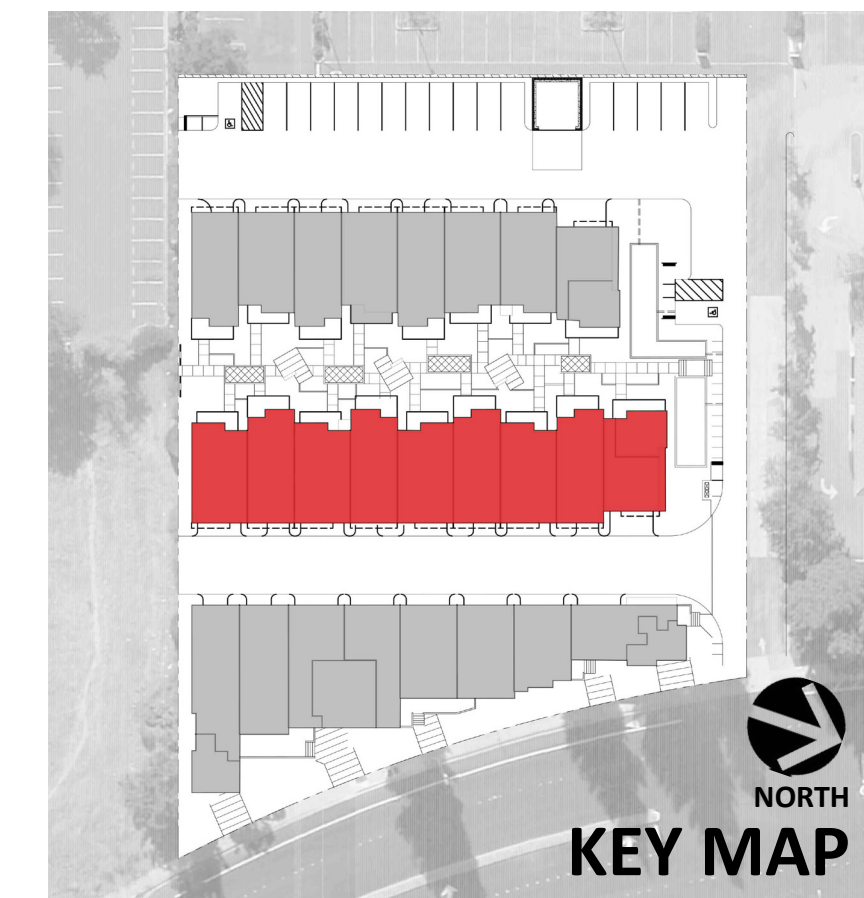


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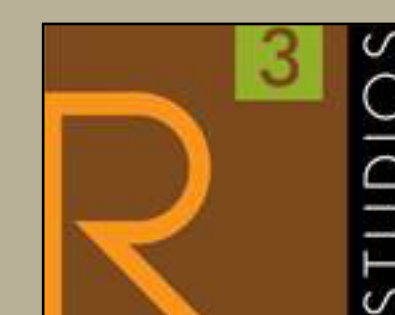
901 BUILDING - SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



901 BUILDING - FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

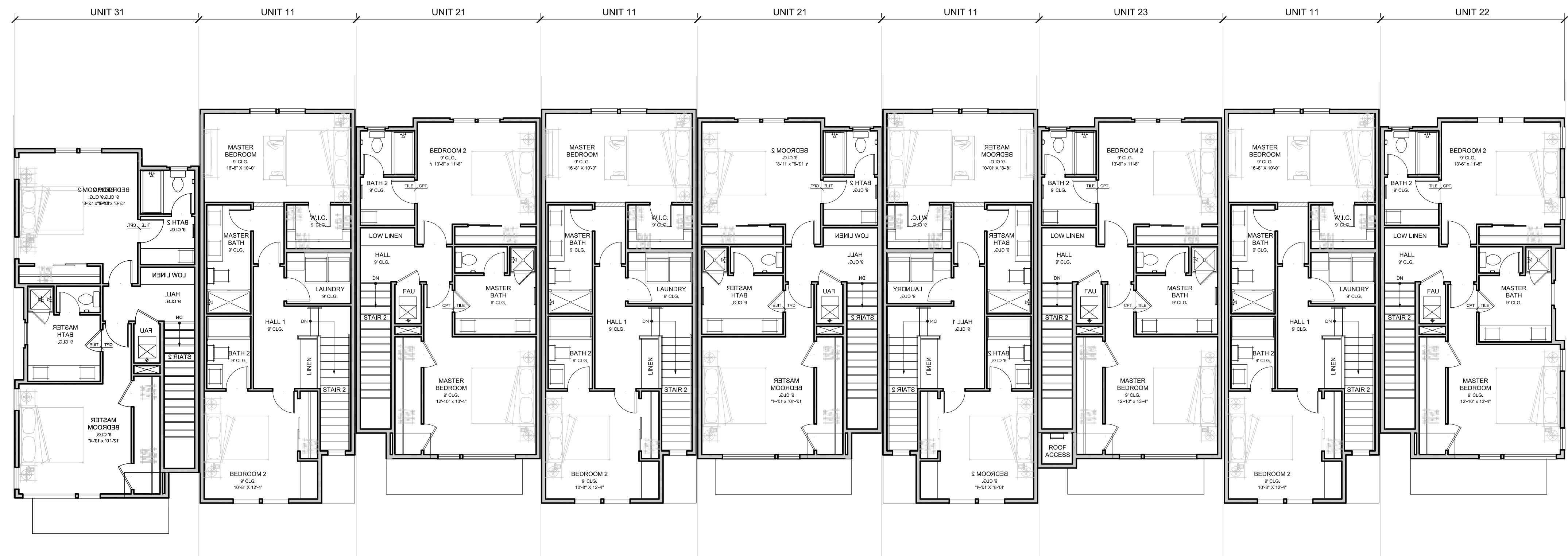
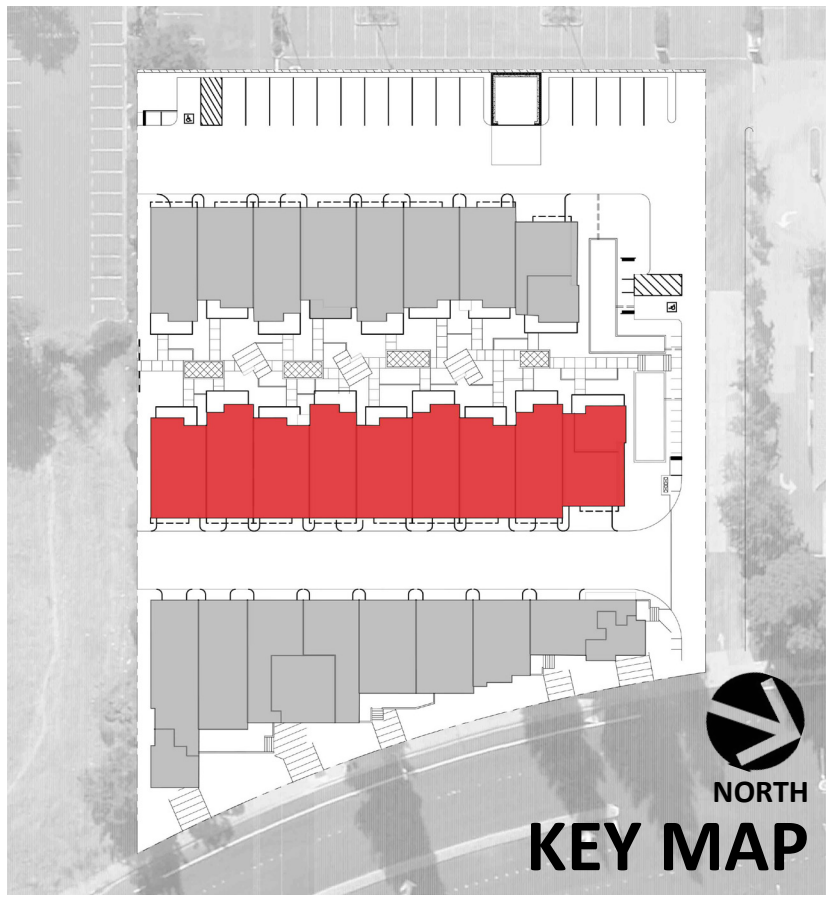
BUILDING 901 FLOOR PLANS

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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5865 Owens Drive
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901 BUILDING - THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

**BUILDING 901
FLOOR PLANS**

75 SOUTH MILPITAS BOULEVARD
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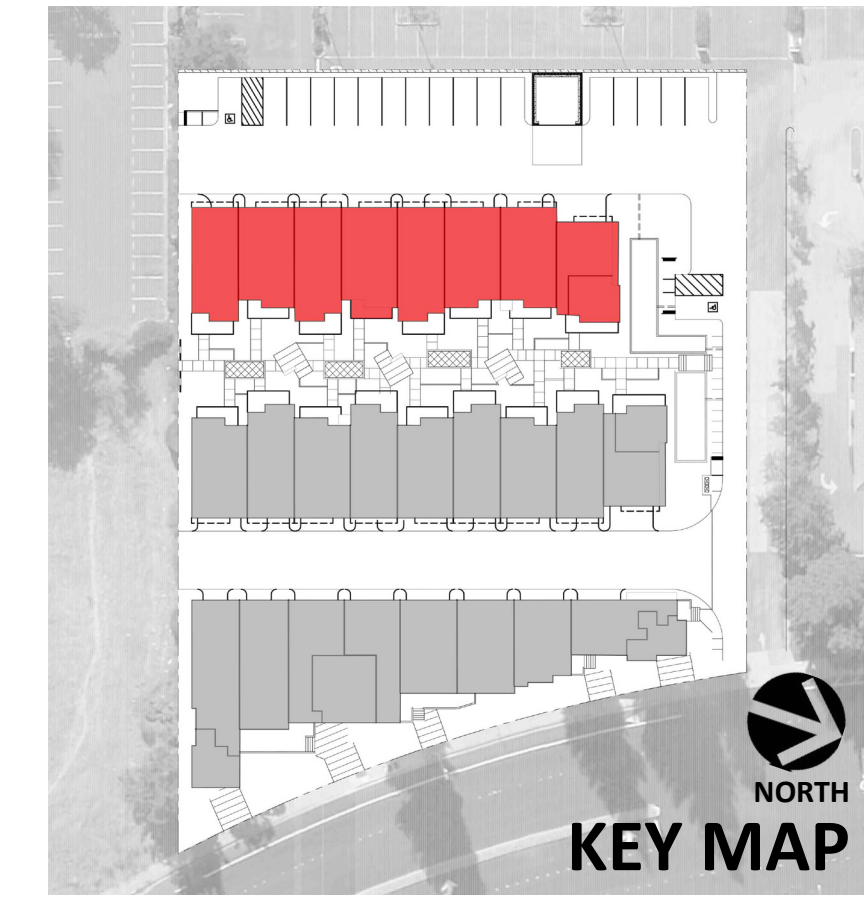
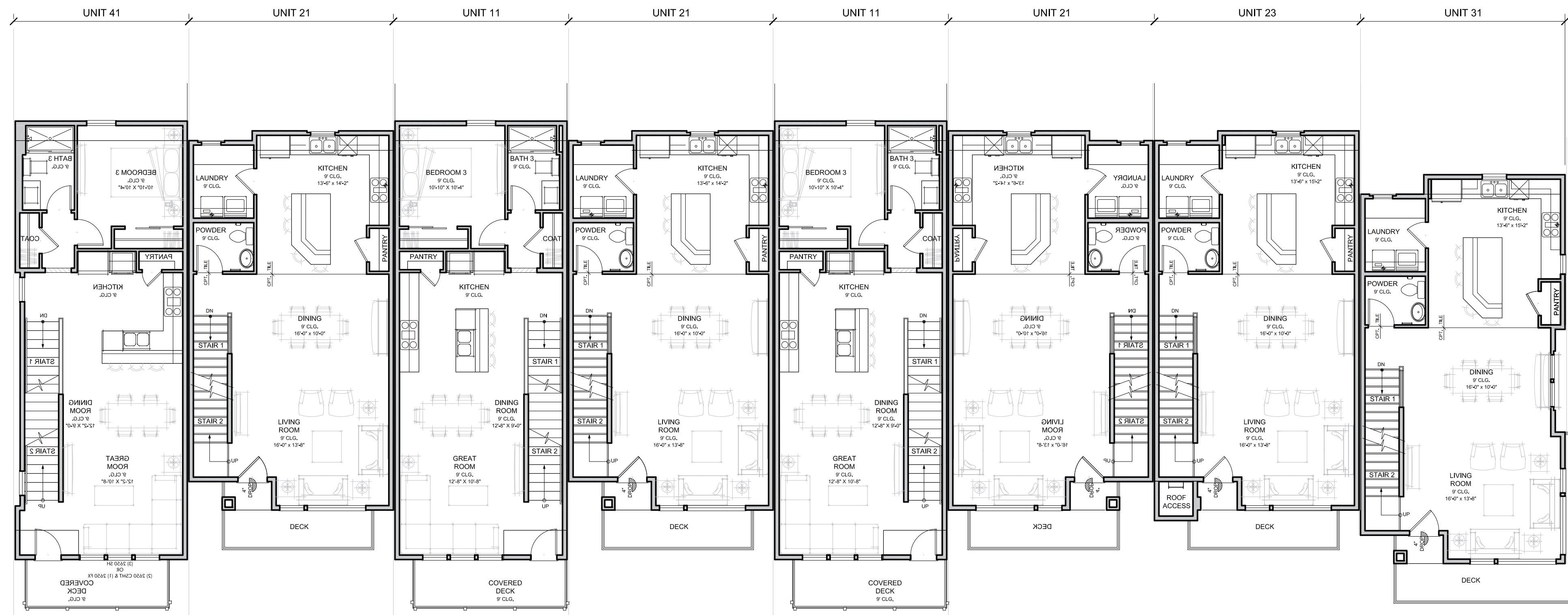
(925) 866-0322
FAX (925) 866-8575

SAN RAMON • LATHROP

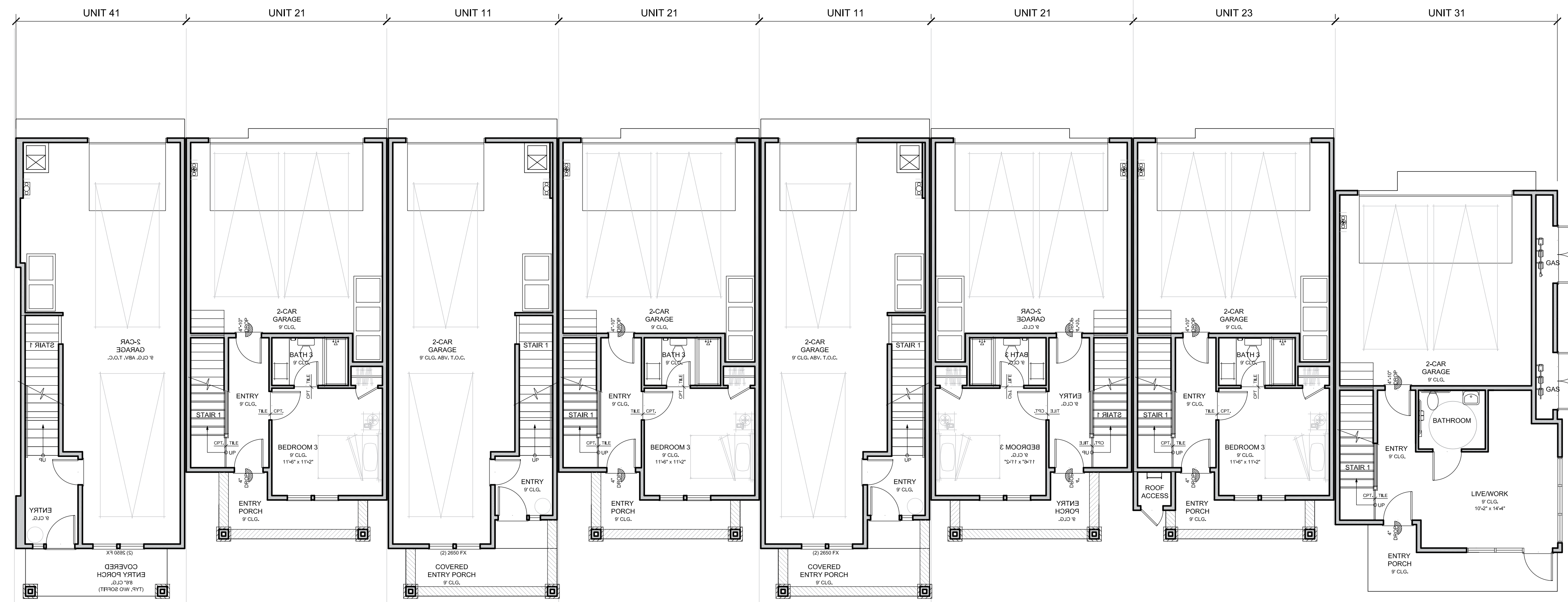


JOB NO. 1189.002
DATE 11-04-14
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925-251-7200

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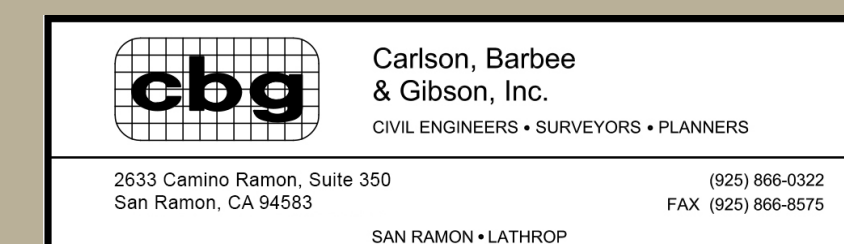
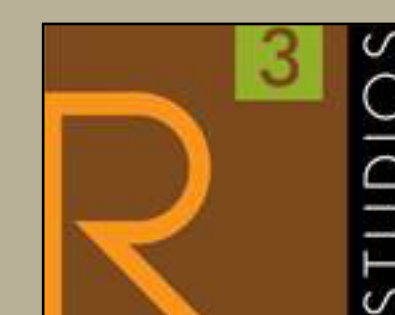
802 BUILDING - SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



802 BUILDING - FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

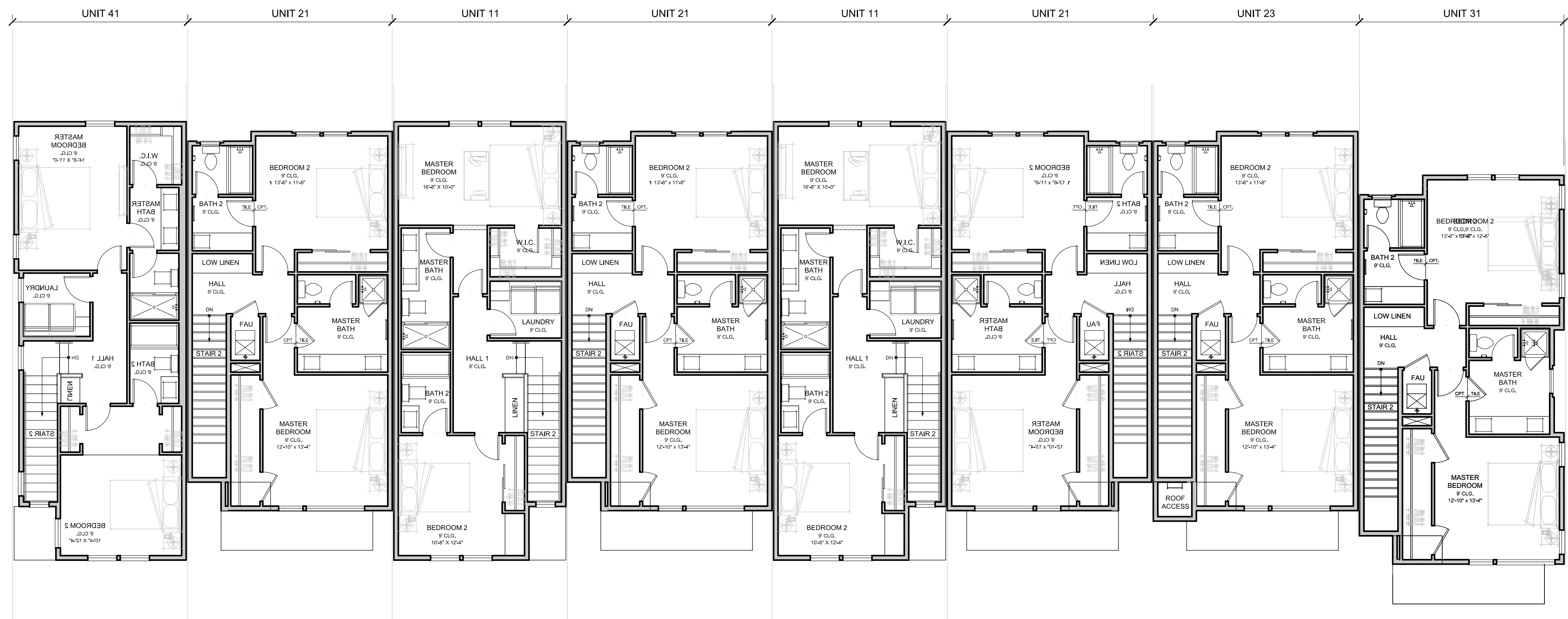
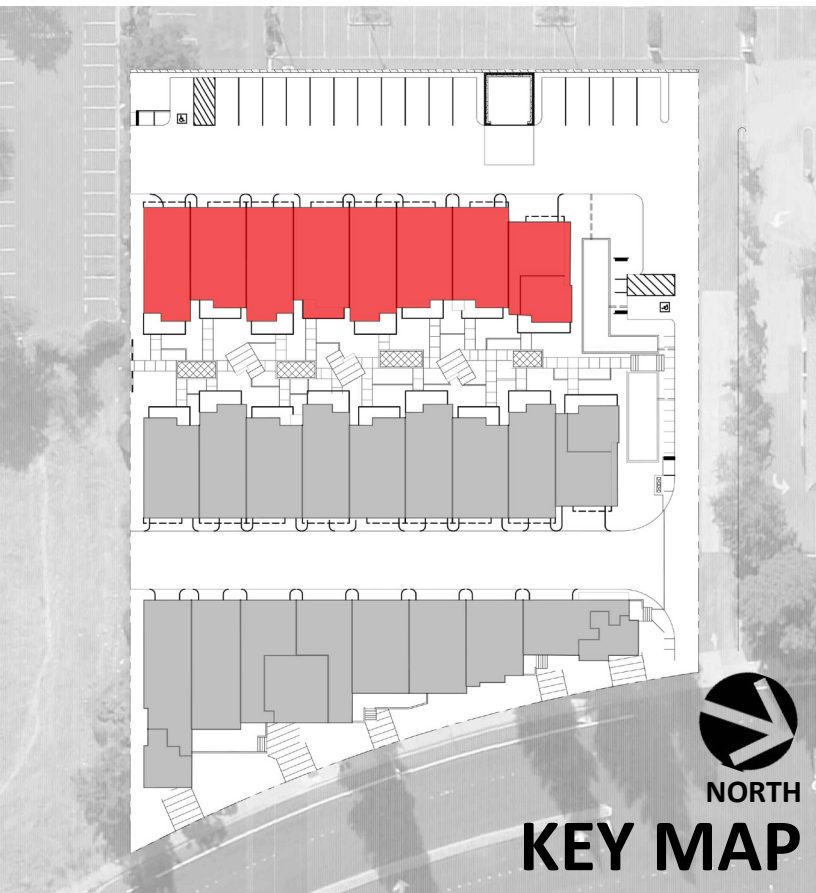
BUILDING 802 FLOOR PLANS

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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DATE 11-04-14
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802 BUILDING - THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

**BUILDING 802
FLOOR PLANS**

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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DATE 11-04-14
5865 Owens Drive
Pleasanton, CA 94588
925-251-7200

A-8



801 BUILDING - FRONT ELEVATION A
SCALE: 1/8" = 1'-0"



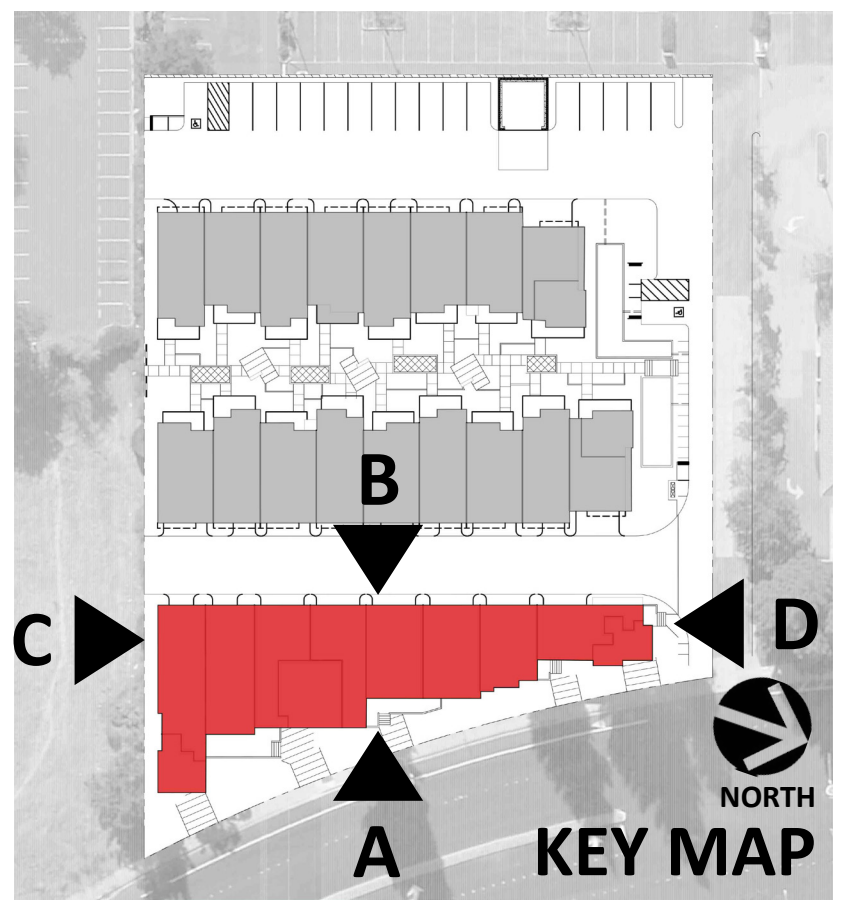
801 BUILDING - REAR ELEVATION B
SCALE: 1/8" = 1'-0"



801 BUILDING - LEFT SIDE ELEVATION C
SCALE: 1/8" = 1'-0"



801 BUILDING - RIGHT SIDE ELEVATION D
SCALE: 1/8" = 1'-0"



Building Color

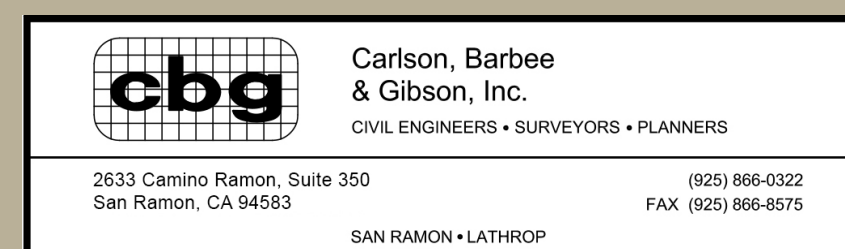
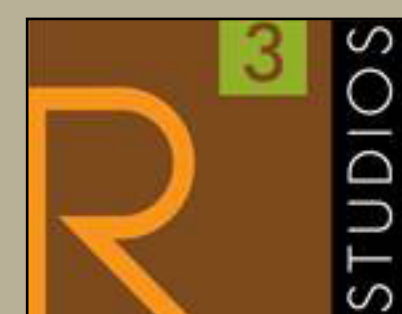
- 1 BODY 1 (STUCCO)
PPG 1092-1
Queen Anne's Lace
- 2 BODY 2 (SIDING 6")
PPG 1001-6
Knight's Armor
- 3 BODY 3 (SIDING 10")
PPG 1115-5
Pine Trail
- 4 TRIM 1 (Trim Throughout)
PPG 1092-1
Queen Anne's Lace
- 5 ACCENT 1 (Doors, Brackets)
PPG 1077-5
Chocolate Moment

Building Materials

- 6 BOARDFORM TILE
Creative Mines
Grayscale Craft Boardform
- 7 ASPHALT COMP. ROOFING
Timberline Ultra HD
Birchwood
- 8 VINYL WINDOWS
- 9 STUCCO FINISH (BODY 1)
- 10 6" EXPOSURE HORIZONTAL SIDING (BODY 2)
- 11 10" EXPOSURE HORIZONTAL SIDING (BODY 3)
- 12 BOARDFORM CONCRETE (PLANTERS)
- 13 METAL RAILING
- 14 STEEL AWNING
- 15 STOREFRONT GLAZING
- 16 BUILDING SIGNAGE

801 BUILDING ELEVATIONS

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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901 BUILDING - FRONT ELEVATION E
SCALE: 1/8" = 1'-0"



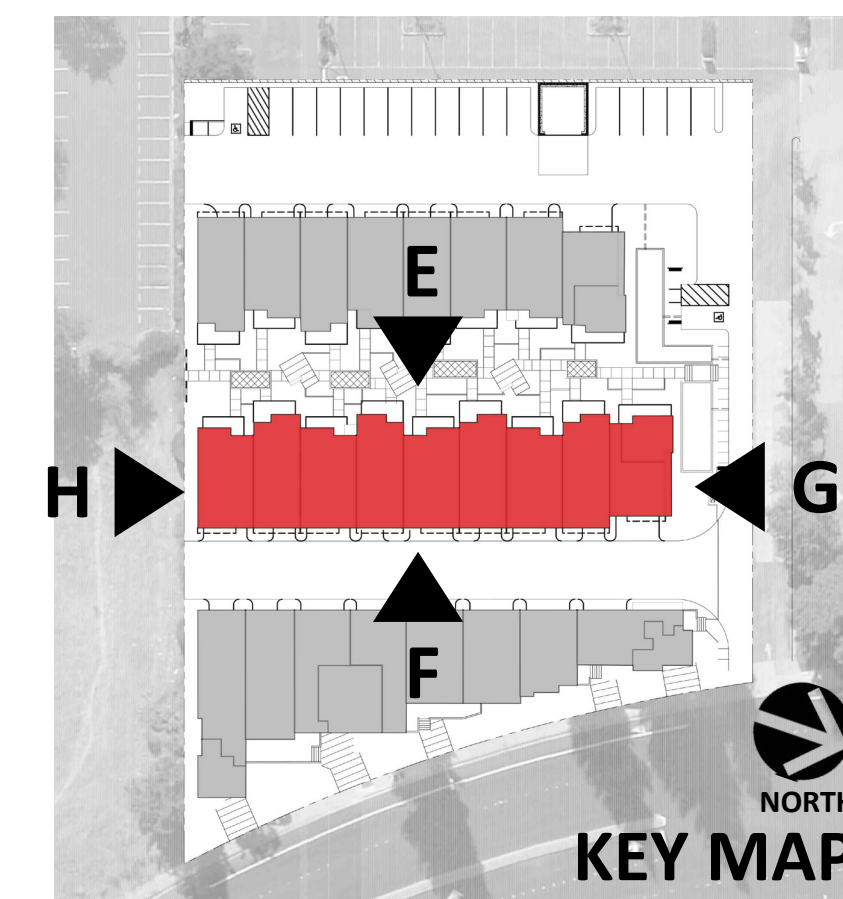
901 BUILDING - REAR ELEVATION F
SCALE: 1/8" = 1'-0"



901 BUILDING - LEFT SIDE ELEVATION G
SCALE: 1/8" = 1'-0"



901 BUILDING - RIGHT SIDE ELEVATION H
SCALE: 1/8" = 1'-0"



Building Color

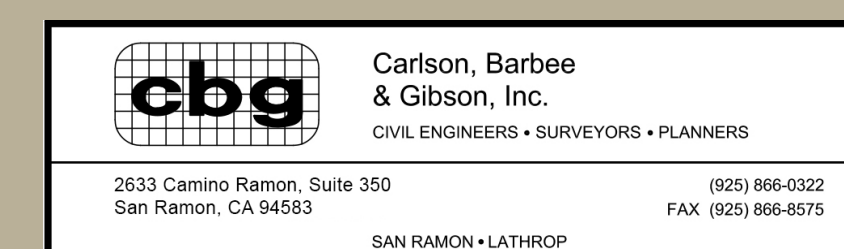
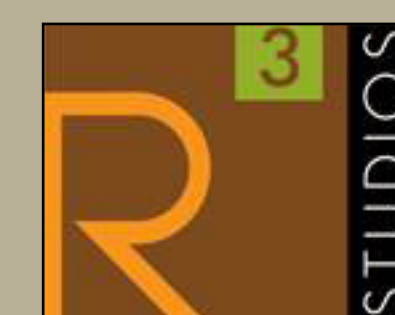
- 1** BODY 1 (STUCCO)
PPG 1092-1
Queen Anne's Lace
- 2** BODY 2 (SIDING 6")
PPG 1001-6
Knight's Armor
- 3** BODY 3 (SIDING 10")
PPG 1115-5
Pine Trail
- 4** TRIM 1 (Trim Throughout)
PPG 1092-1
Queen Anne's Lace
- 5** ACCENT 1 (Doors, Brackets)
PPG 1077-5
Chocolate Moment

Building Materials

- 6** BOARDFORM TILE
Creative Mines
Grayscale Craft Boardform
- 7** ASPHALT COMP. ROOFING
Timberline Ultra HD
Birchwood
- 8** VINYL WINDOWS
- 9** STUCCO FINISH (BODY 1)
- 10** 6" EXPOSURE HORIZONTAL SIDING (BODY 2)
- 11** 10" EXPOSURE HORIZONTAL SIDING (BODY 3)
- 12** BOARDFORM CONCRETE (PLANTERS)
- 13** METAL RAILING
- 14** STEEL AWNING
- 15** STOREFRONT GLAZING
- 16** BUILDING SIGNAGE

901 BUILDING ELEVATIONS

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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802 BUILDING - FRONT ELEVATION I
SCALE: 1/8" = 1'-0"



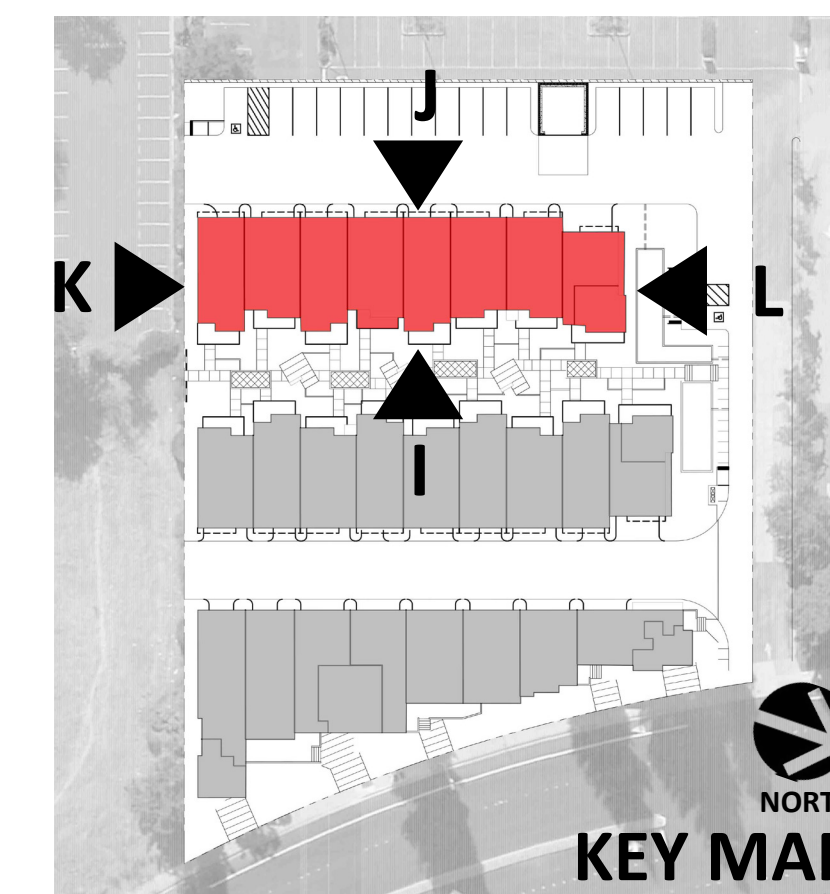
802 BUILDING - REAR ELEVATION J
SCALE: 1/8" = 1'-0"



802 BUILDING - LEFT SIDE ELEVATION K
SCALE: 1/8" = 1'-0"



802 BUILDING - RIGHT SIDE ELEVATION L
SCALE: 1/8" = 1'-0"



Building Color

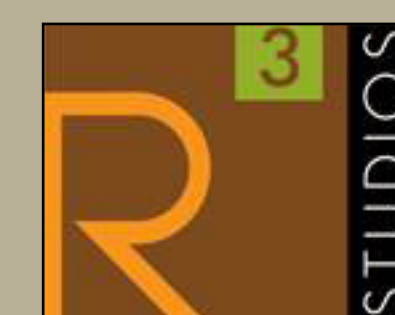
- 1** BODY 1 (STUCCO)
PPG 1092-1
Queen Anne's Lace
- 2** BODY 2 (SIDING 6")
PPG 1001-6
Knight's Armor
- 3** BODY 3 (SIDING 10")
PPG 1115-5
Pine Trail
- 4** TRIM 1 (Trim Throughout)
PPG 1092-1
Queen Anne's Lace
- 5** ACCENT 1 (Doors, Brackets)
PPG 1077-5
Chocolate Moment

Building Materials

- 6** BOARDFORM TILE
Creative Mines
Grayscale Craft Boardform
- 7** ASPHALT COMP. ROOFING
Timberline Ultra HD
Birchwood
- 8** VINYL WINDOWS
- 9** STUCCO FINISH (BODY 1)
- 10** 6" EXPOSURE HORIZONTAL SIDING (BODY 2)
- 11** 10" EXPOSURE HORIZONTAL SIDING (BODY 3)
- 12** BOARDFORM CONCRETE (PLANTERS)
- 13** METAL RAILING
- 14** STEEL AWNING
- 15** STOREFRONT GLAZING
- 16** BUILDING SIGNAGE

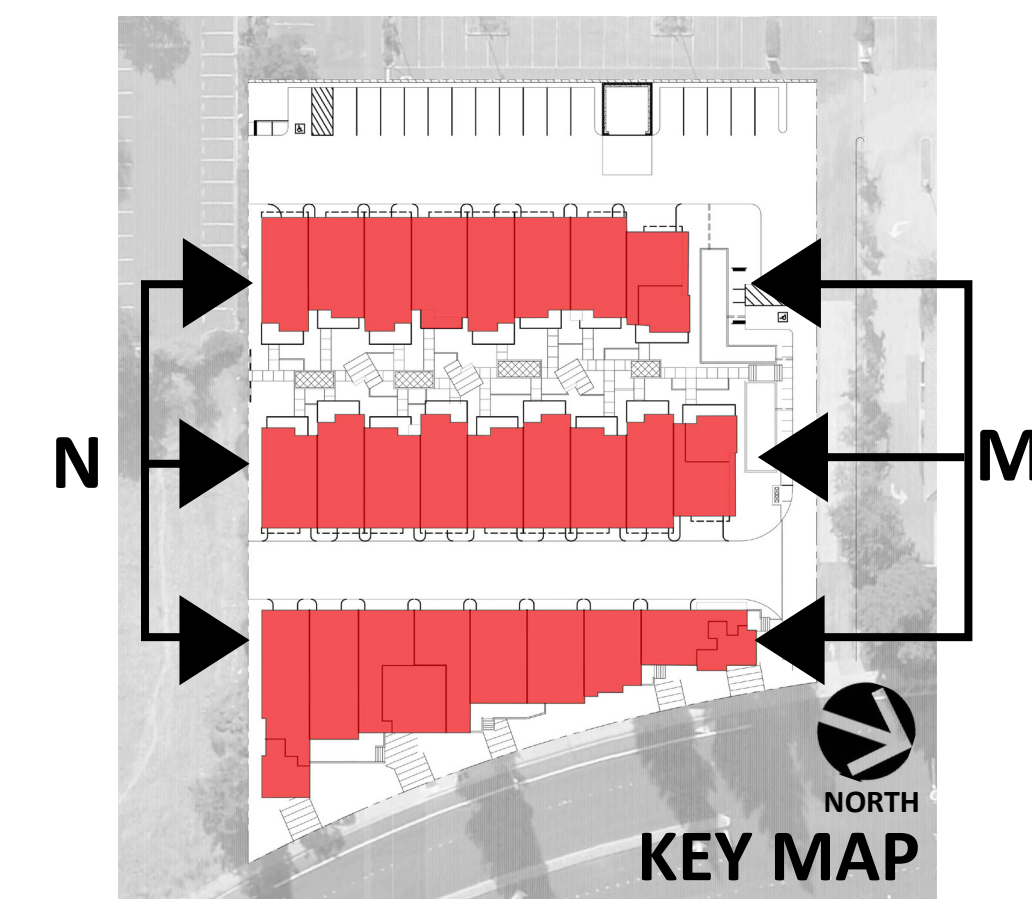
802 BUILDING ELEVATIONS

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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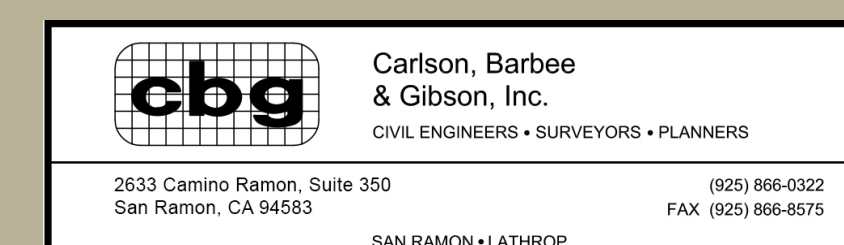
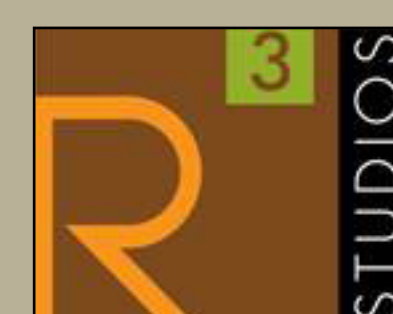
SITE - NORTH ELEVATION M
SCALE: 1/8" = 1'-0"



SITE - SOUTH ELEVATION N
SCALE: 1/8" = 1'-0"

OVERALL SITE ELEVATIONS

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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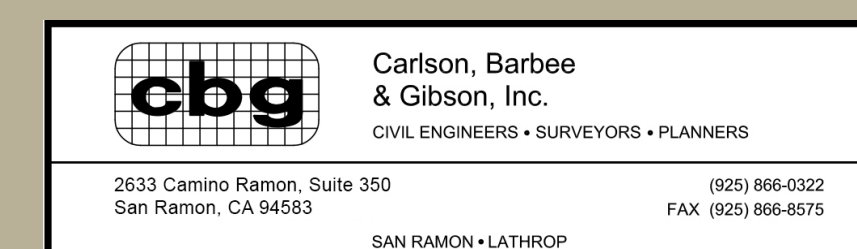
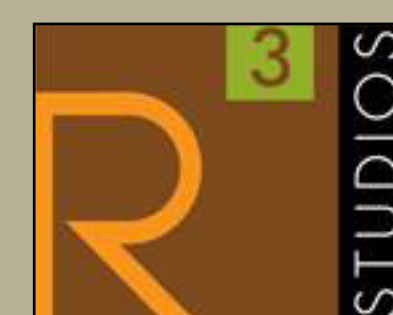
VIEW A: SITE - TOWER CORNER



VIEW B: SITE EXPANDED - TOWER CORNER

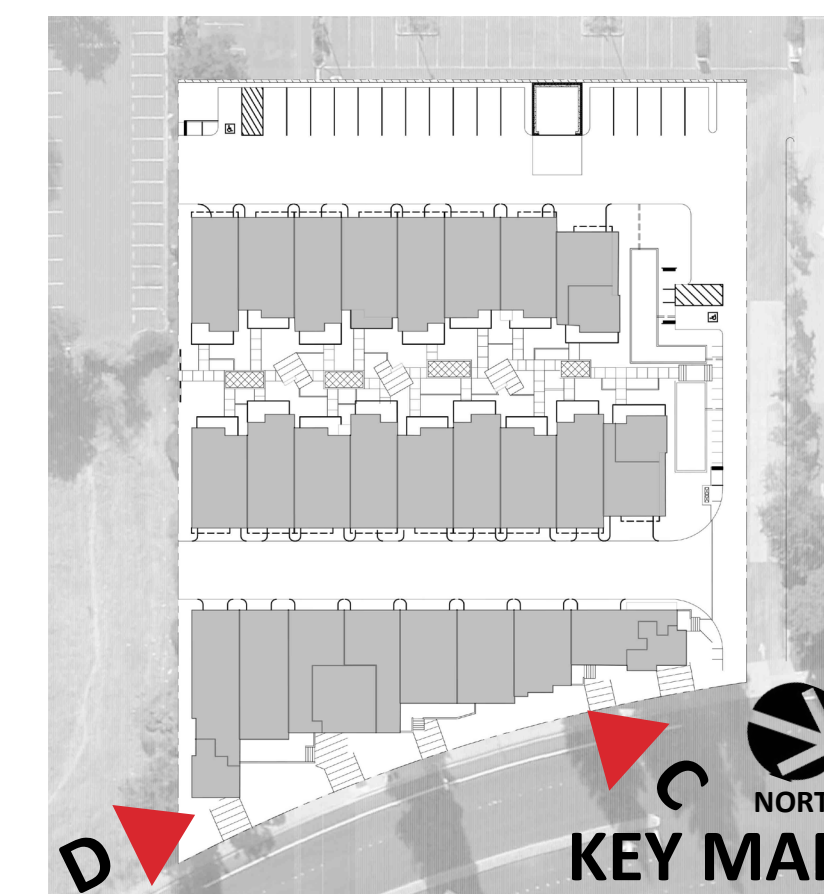
SITE
PERSPECTIVES

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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VIEW C: NORTH EAST



VIEW D: GABLE CORNER

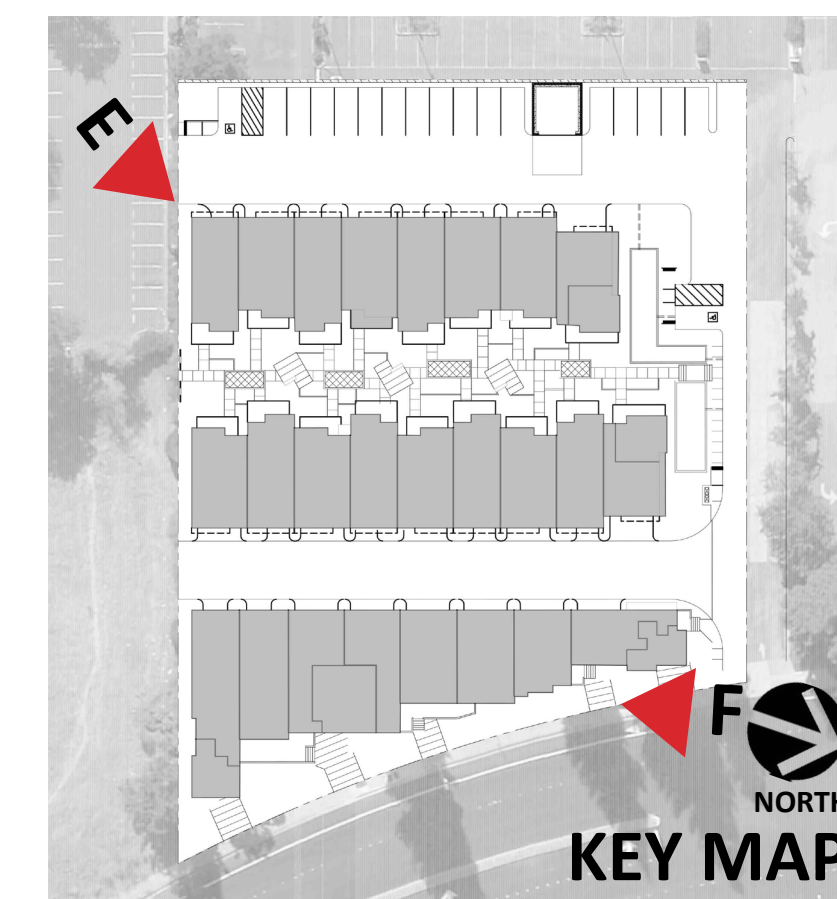
BUILDING 801 PERSPECTIVES

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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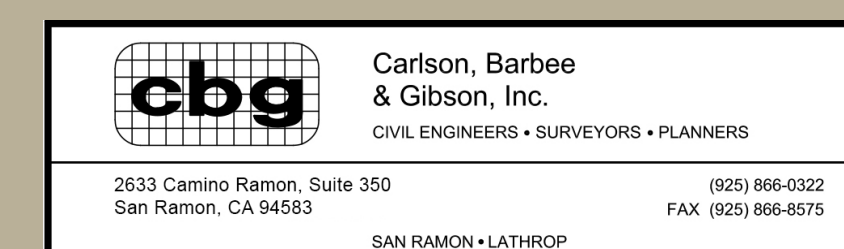
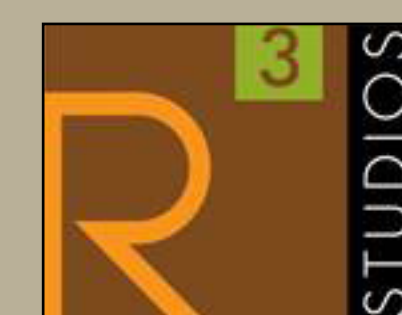
VIEW E: SITE - SOUTHWEST CORNER



VIEW F: S. MILPITAS BLVD. PEDESTRIAN SIDEWALK

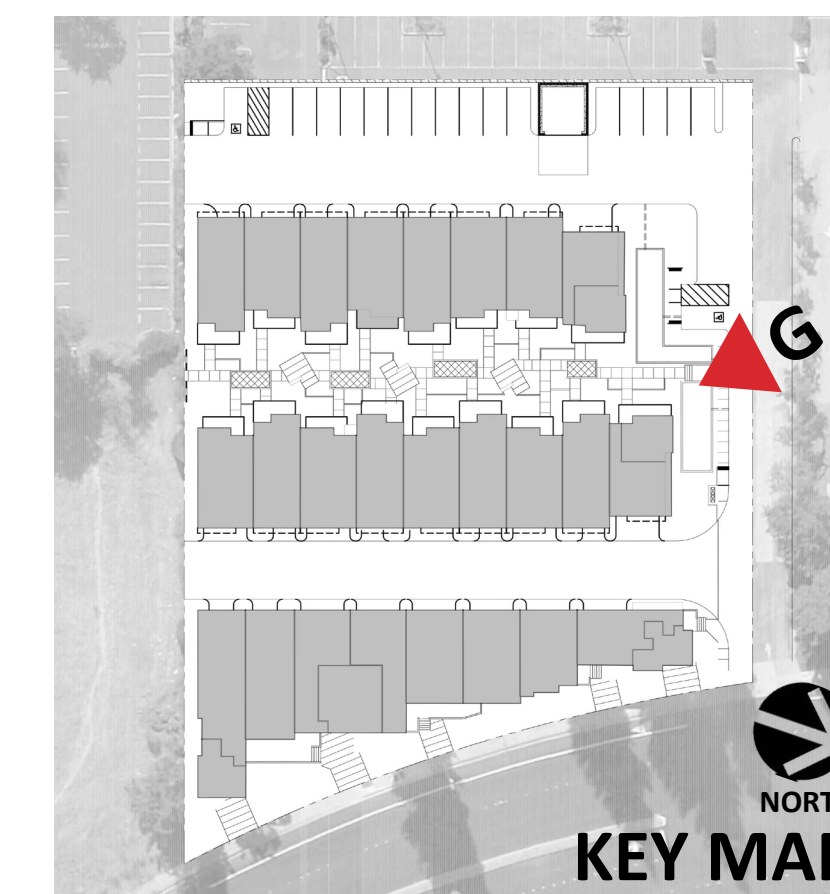
SITE
PERSPECTIVES

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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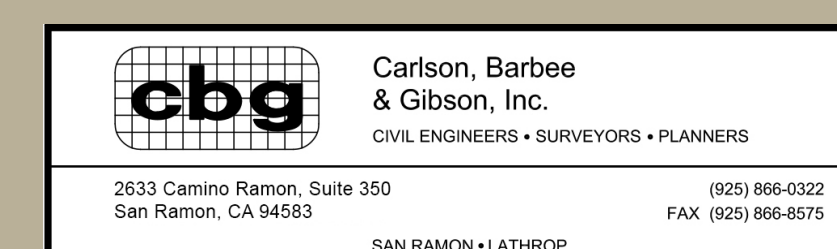
A-15



VIEW G: LIVE-WORK AND PASEO

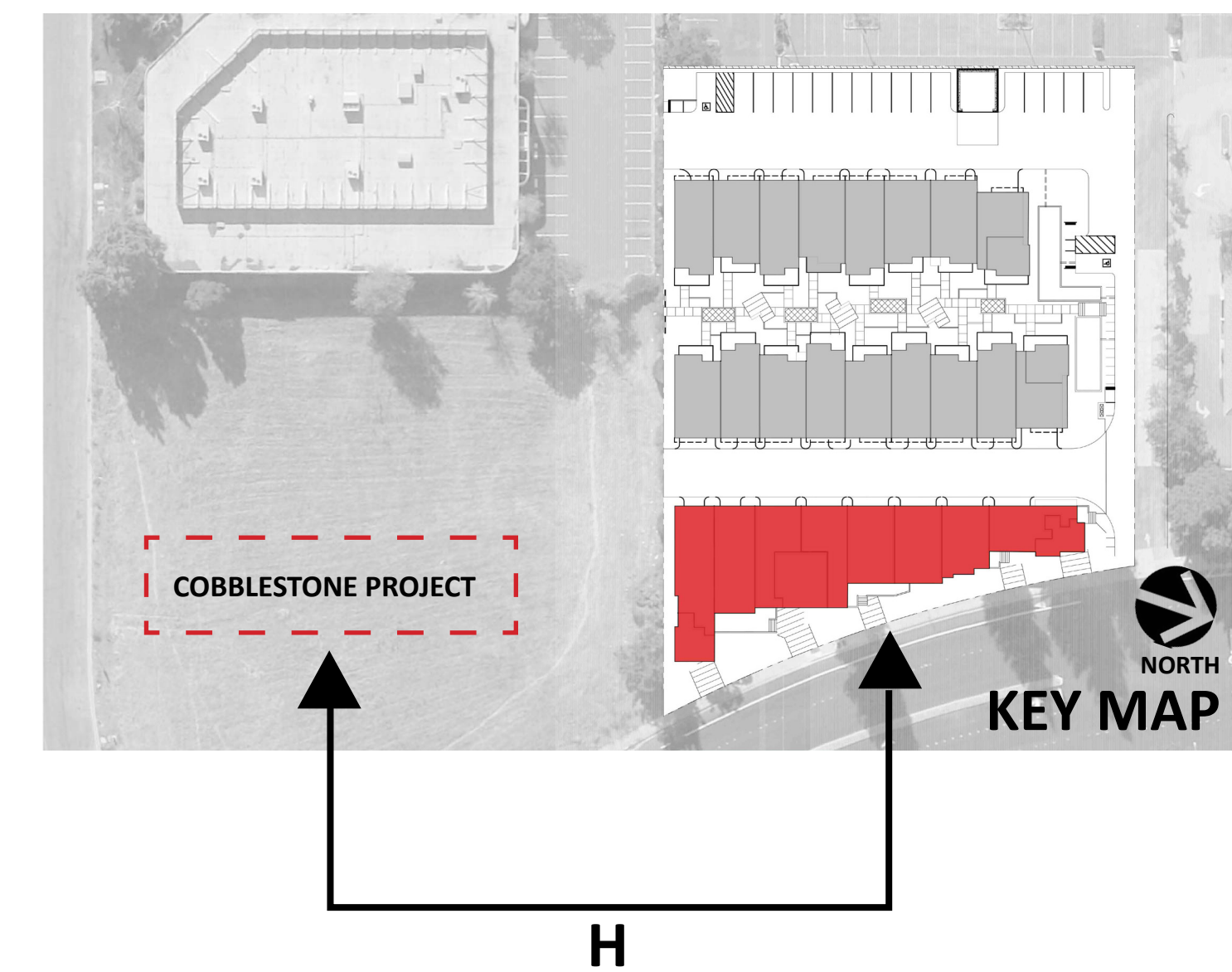
PASEO PERSPECTIVE

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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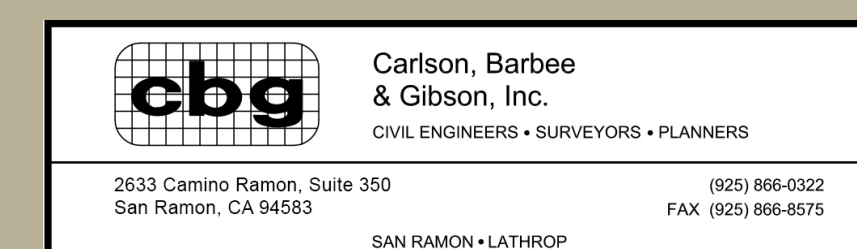
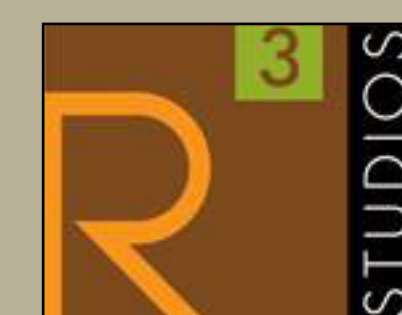
A-16



VIEW H: STREETSCAPE ELEVATION
SCALE: 1/16" = 1'-0"

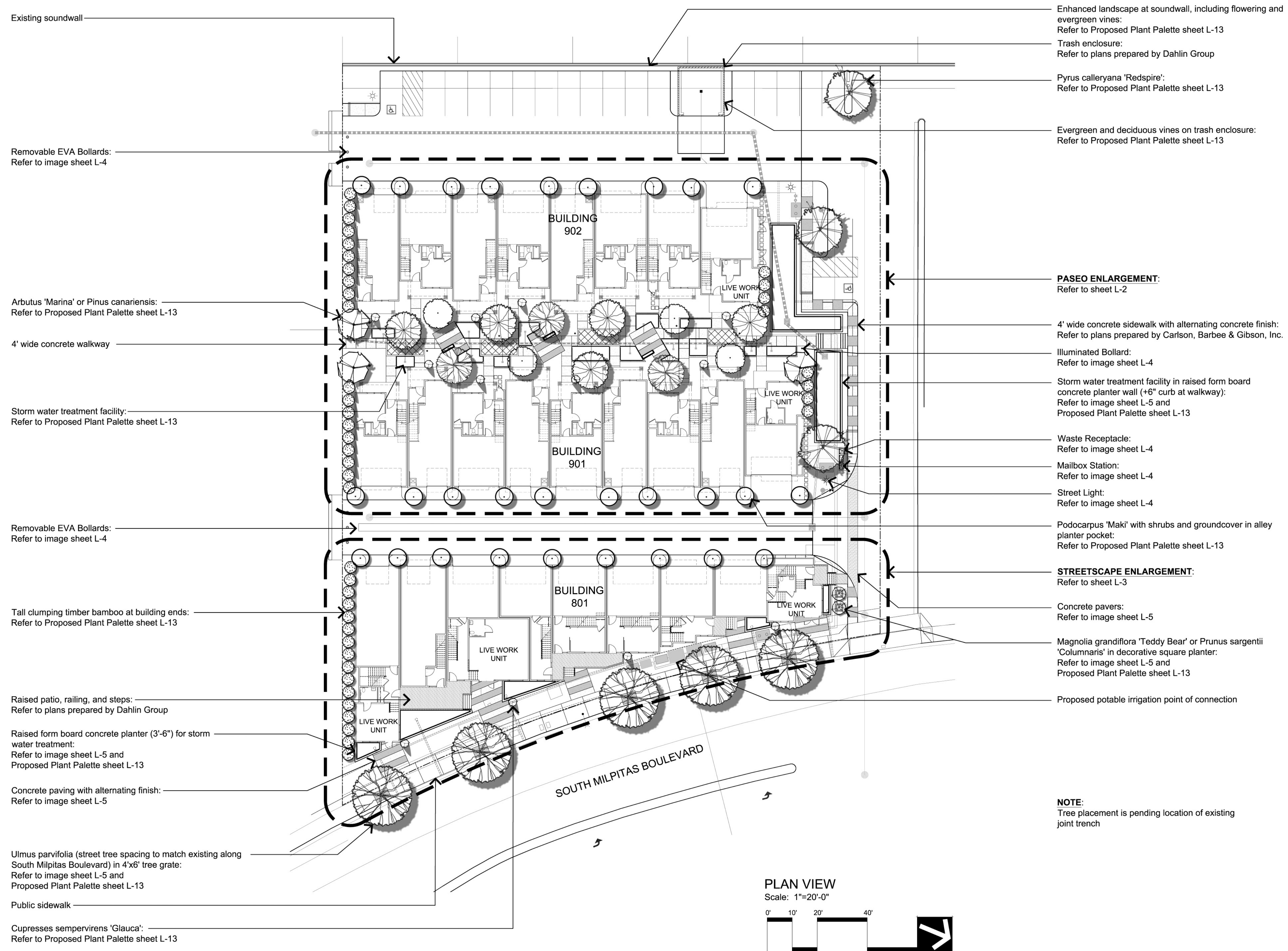
STREETSCAPE ELEVATION

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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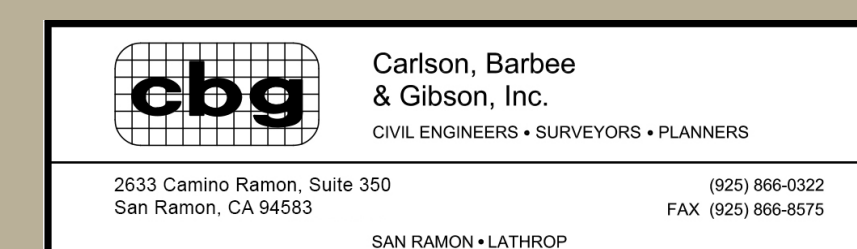
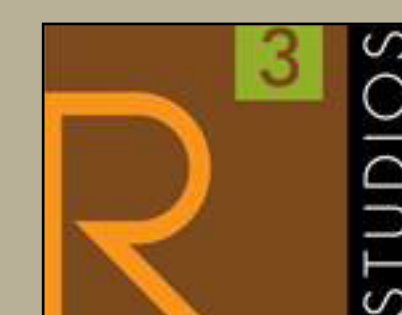
A-17



REFER TO SHEET L-13 FOR PROPOSED PLANT PALETTE & MATERIALS LEGEND

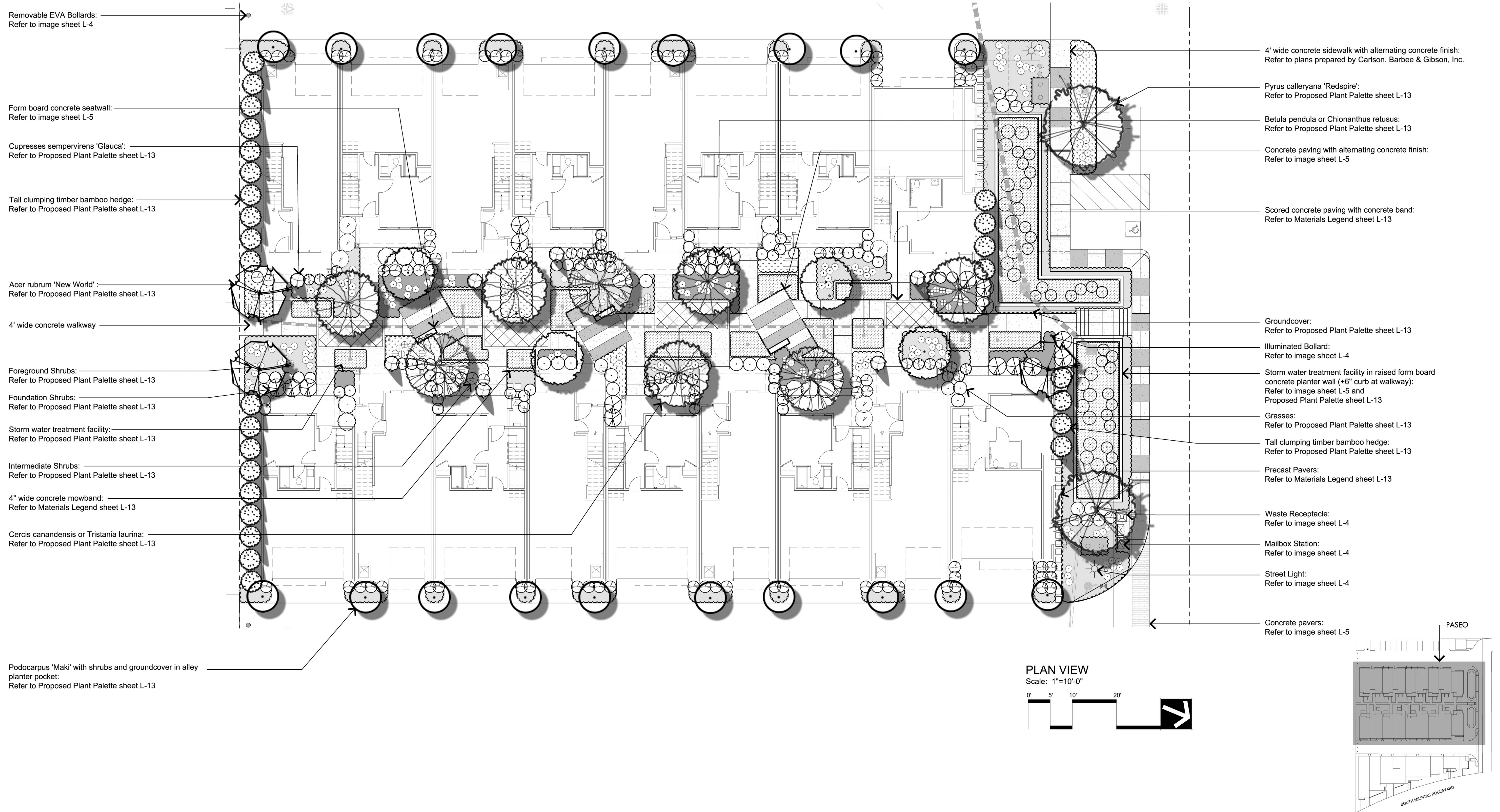
INDEX PLAN

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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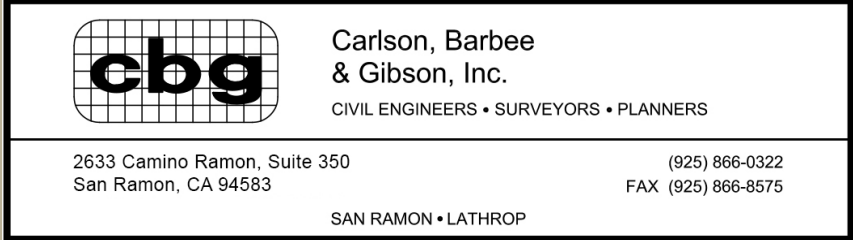
L-1



REFER TO SHEET L-13 FOR PROPOSED PLANT PALETTE & MATERIALS LEGEND

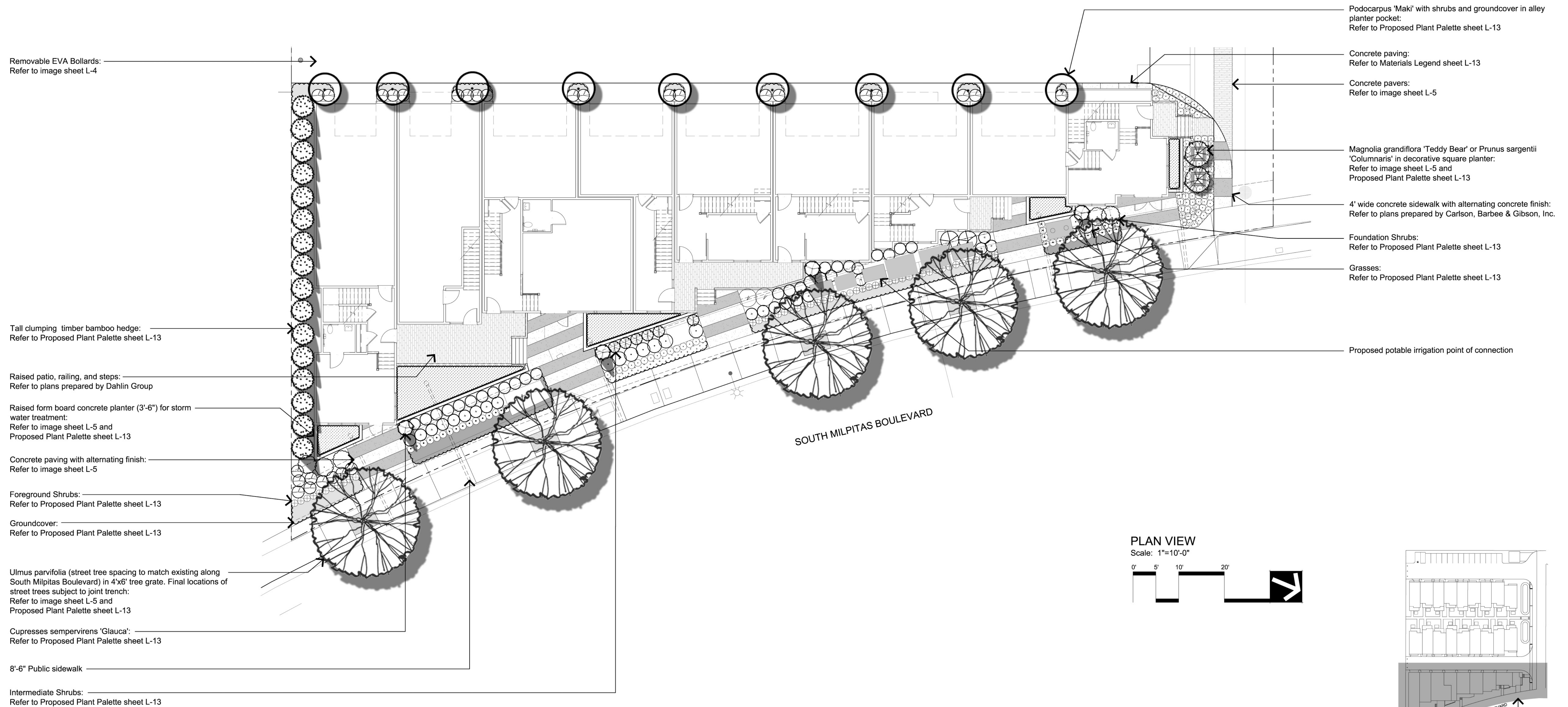
PASEO ENLARGEMENT

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



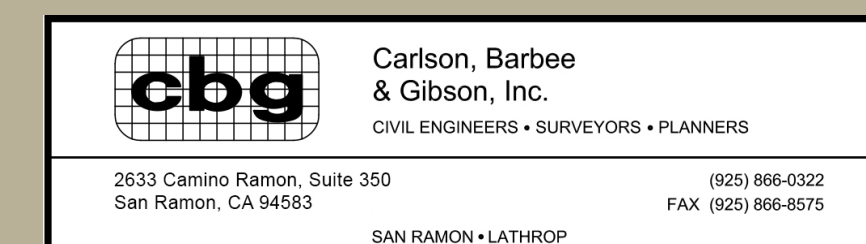
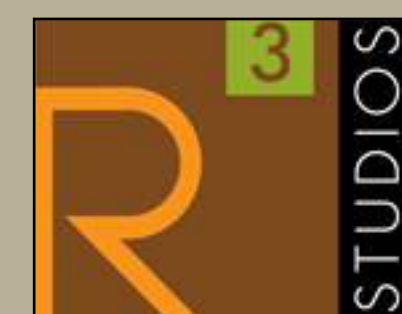
JOB NO. 1189.002
DATE 11-04-14
5865 Owens Drive
Pleasanton, CA 94588
925-251-7200

L-2



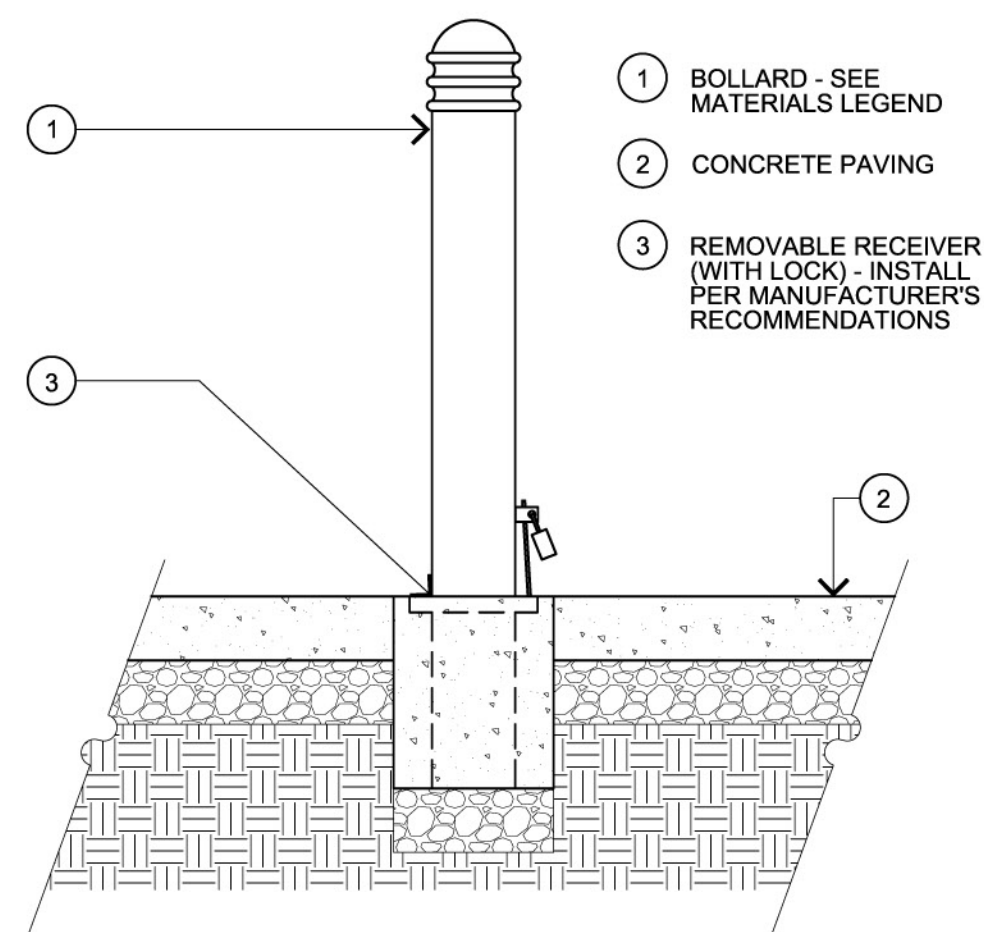
REFER TO SHEET L-13 FOR PROPOSED PLANT PALETTE & MATERIALS LEGEND

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA

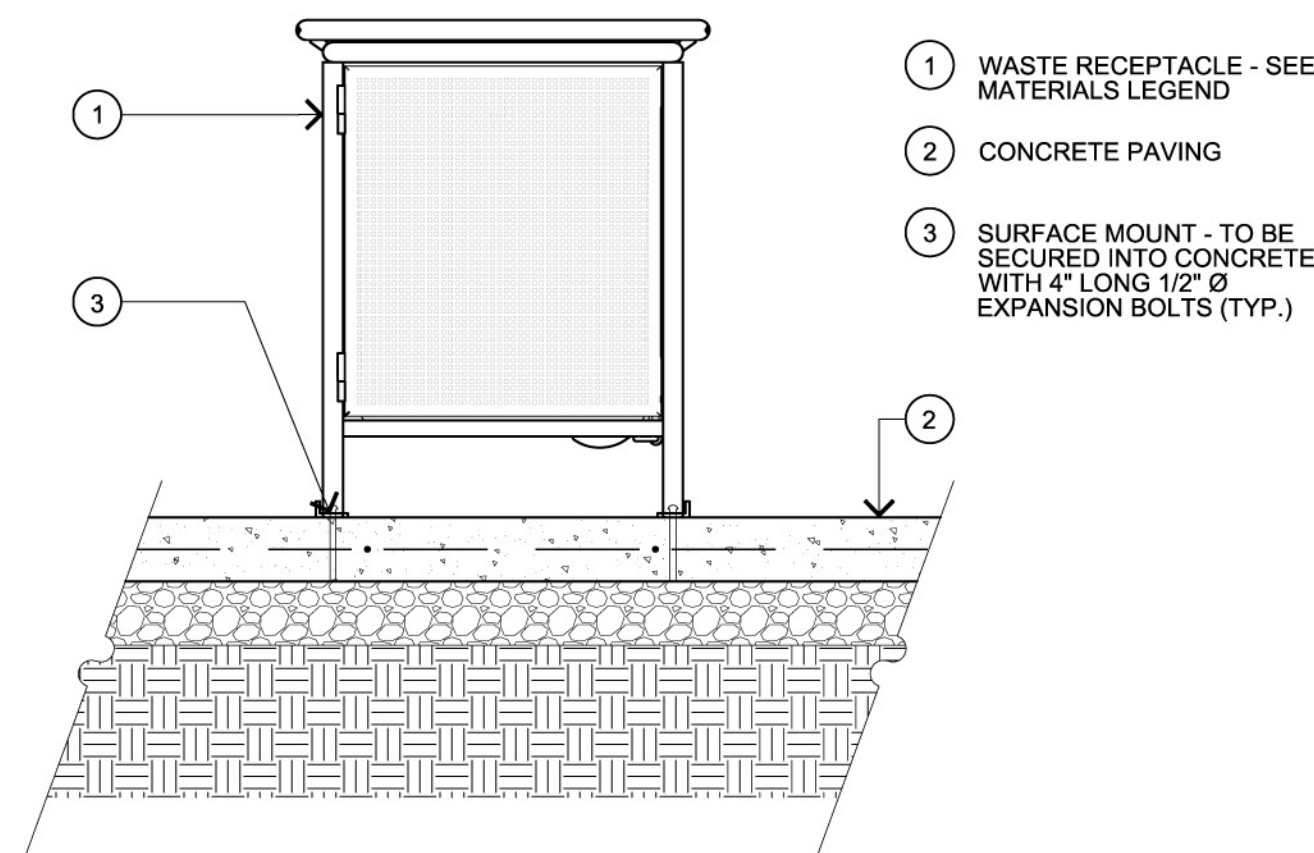


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L-3

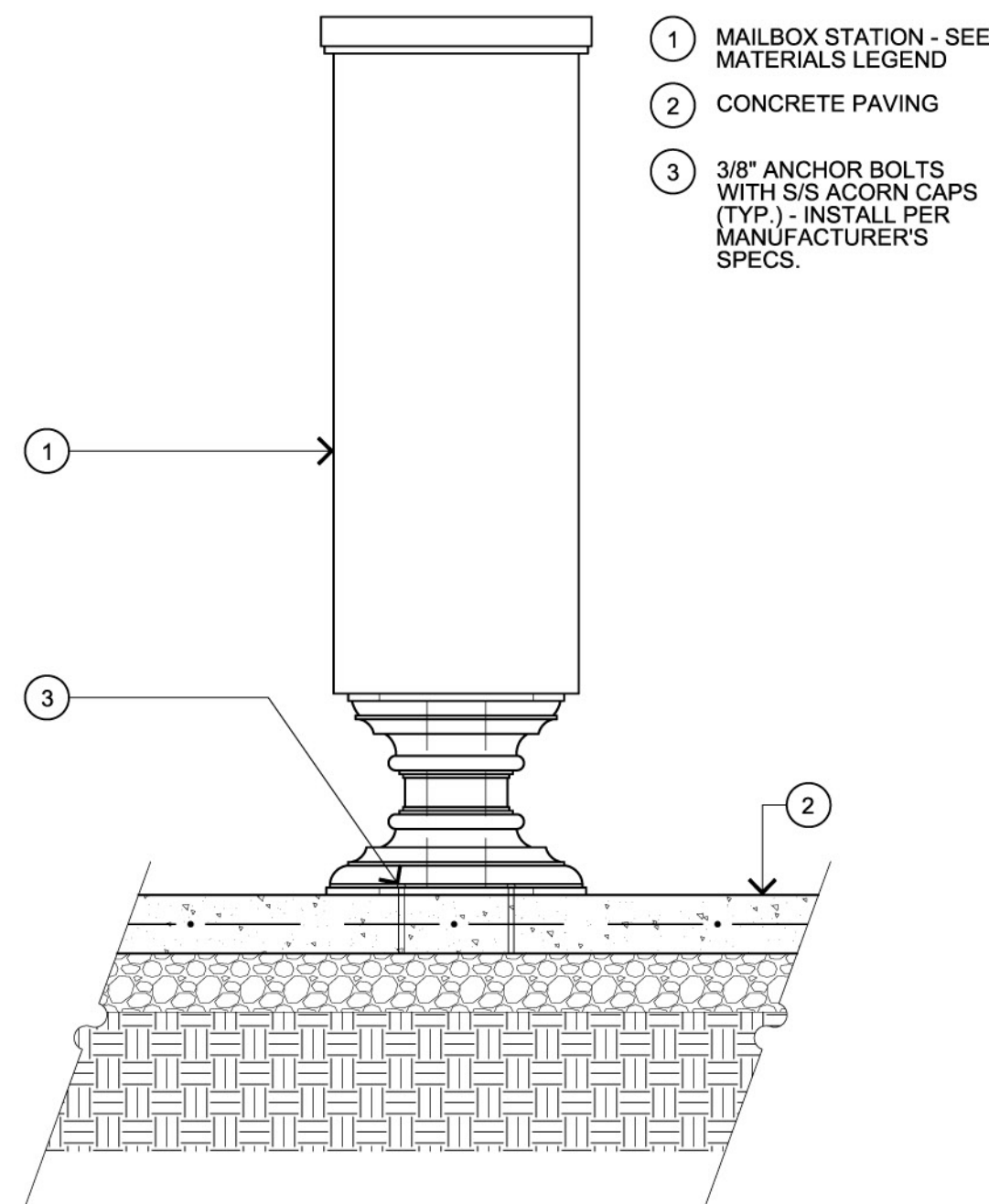


Removable EVA Bollards - to meet city requirements, finish to be dark bronze



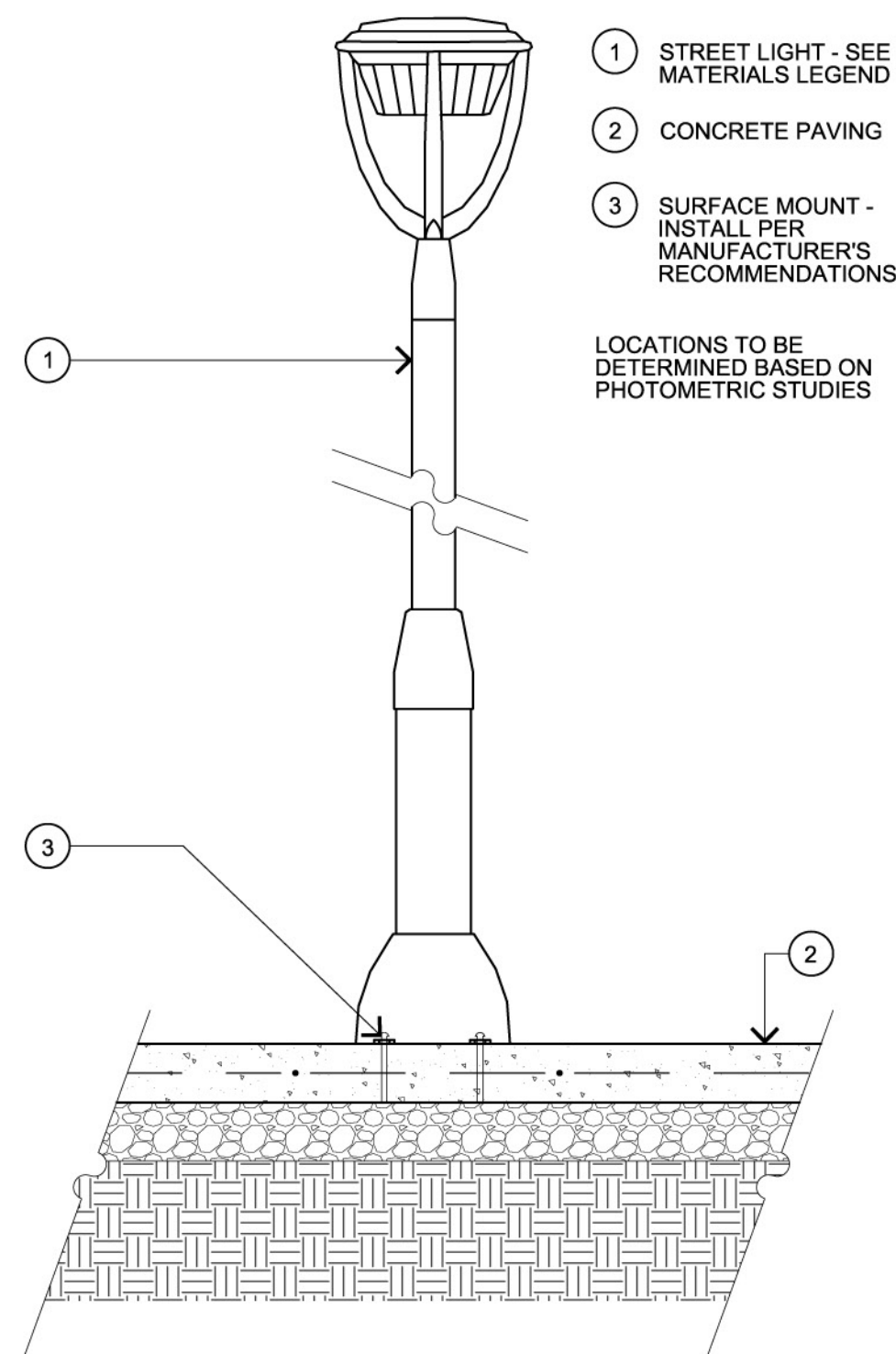
Waste Receptacle - finish to be dark bronze

SCALE: 1"= 1'-0"



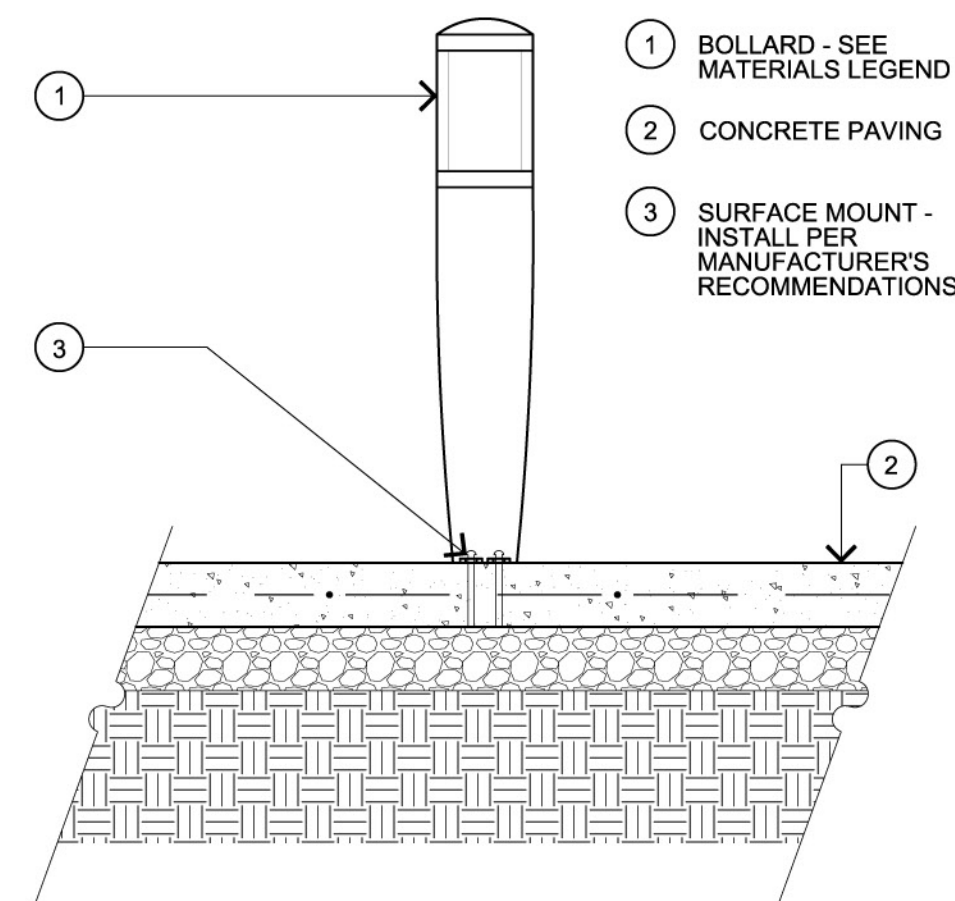
Mailbox Stations - finish to be dark bronze

SCALE: 1"= 1'-0"



Street Light - finish to be dark bronze

SCALE: 1"= 1'-0"

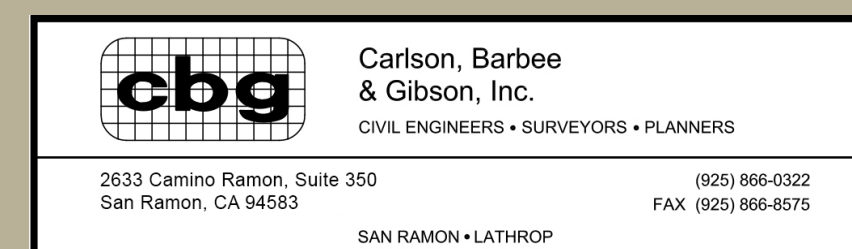
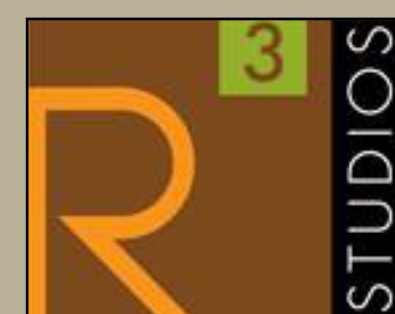


Illuminated Bollard (paseo) - finish to be dark bronze

SCALE: 1"= 1'-0"

SITE AMENITIES

75 SOUTH MILPITAS BOULEVARD
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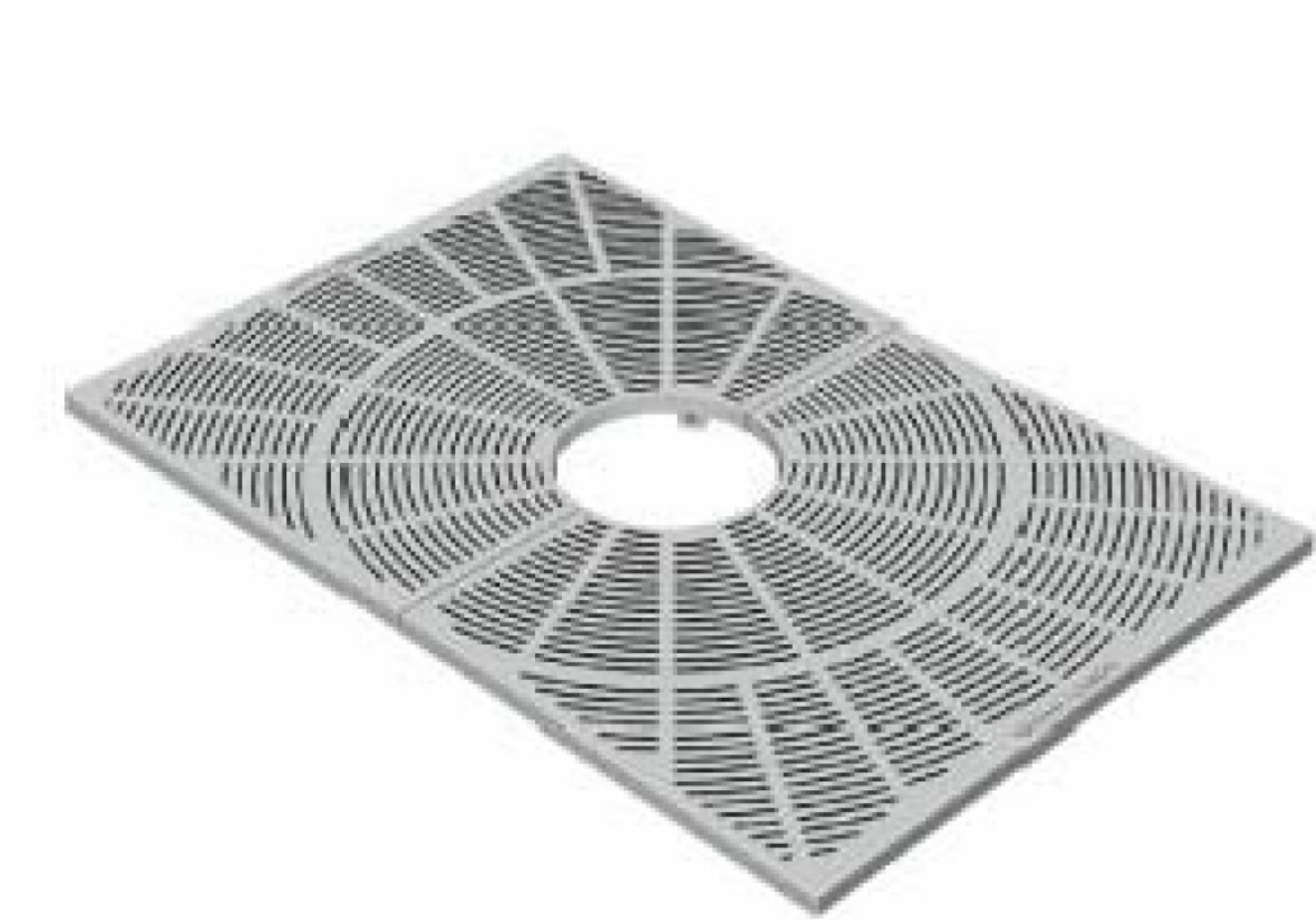
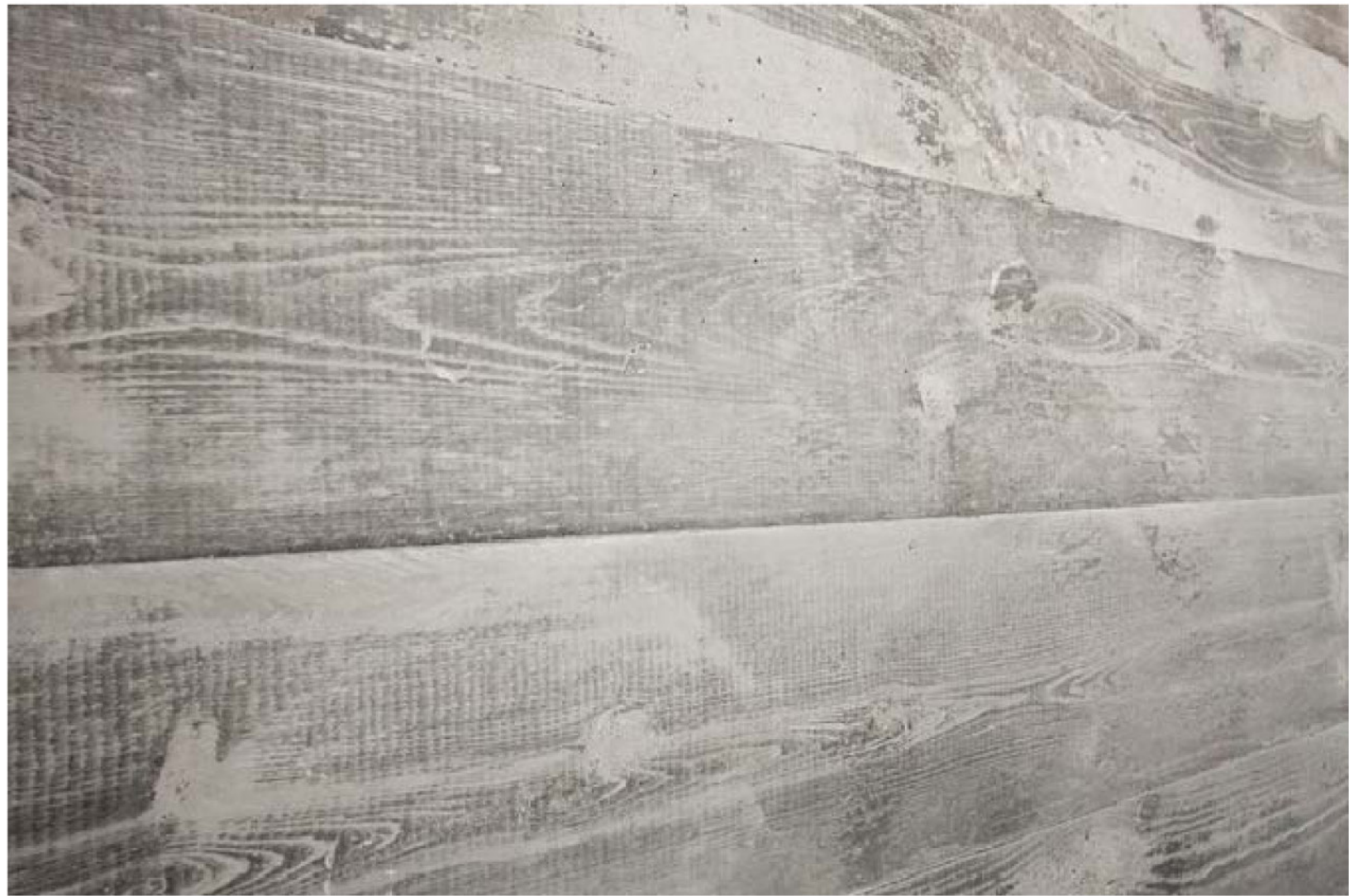
Concrete Paving with Alternating Concrete Finish



Concrete Pavers - finish to be charcoal, brown, tan blend



Form Board Concrete Print
To be used on Seat Wall and Planter Wall



4' x 6' Tree Grate (South Milpitas Boulevard)



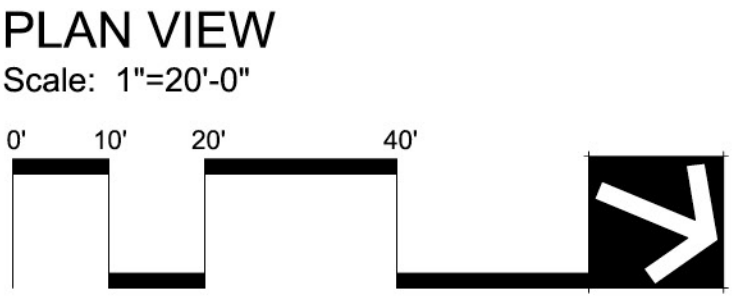
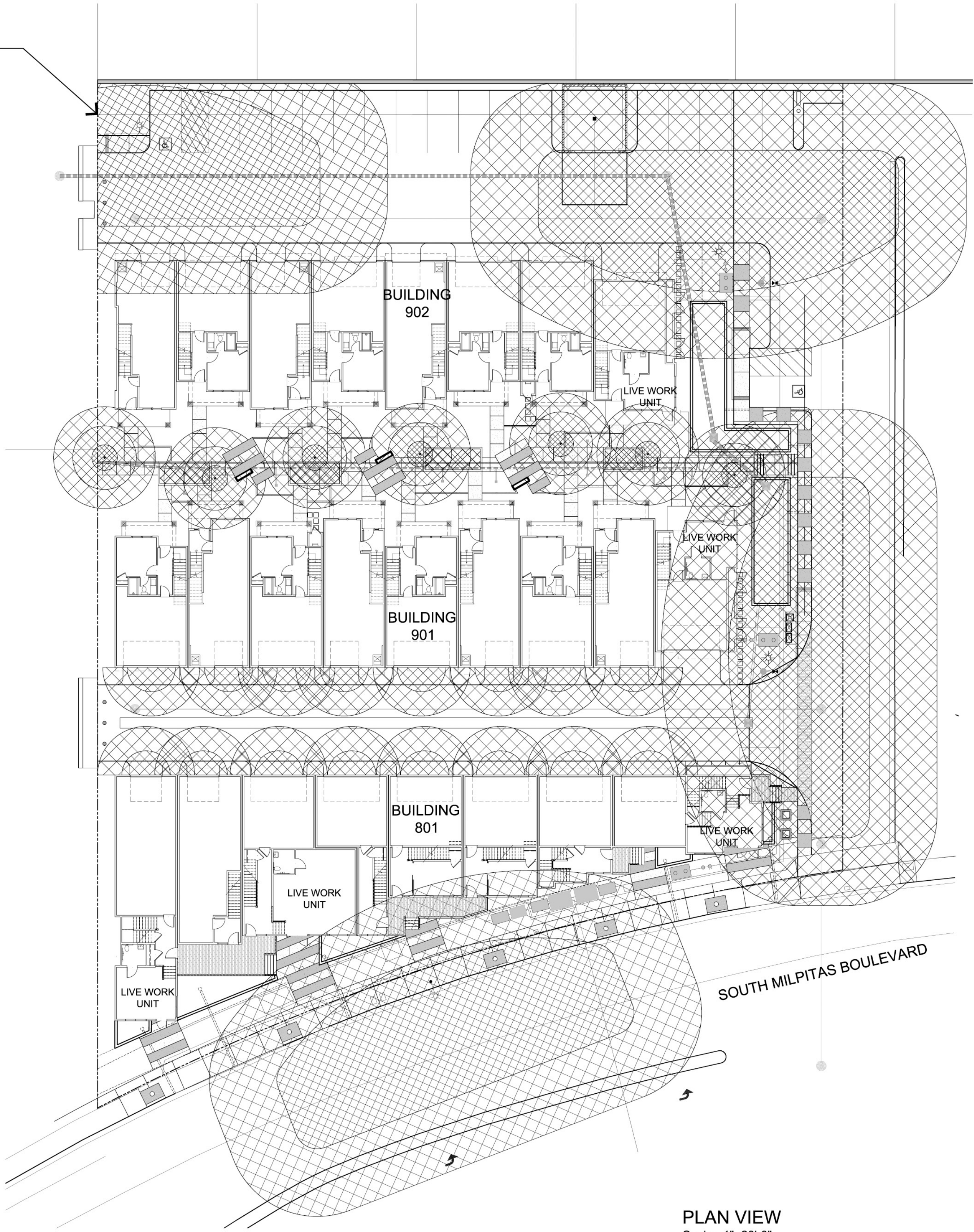
Concept

Decorative Square Planters (5'x5'x4') - finish to be bronze
Located at project entry from South Milpitas Boulevard

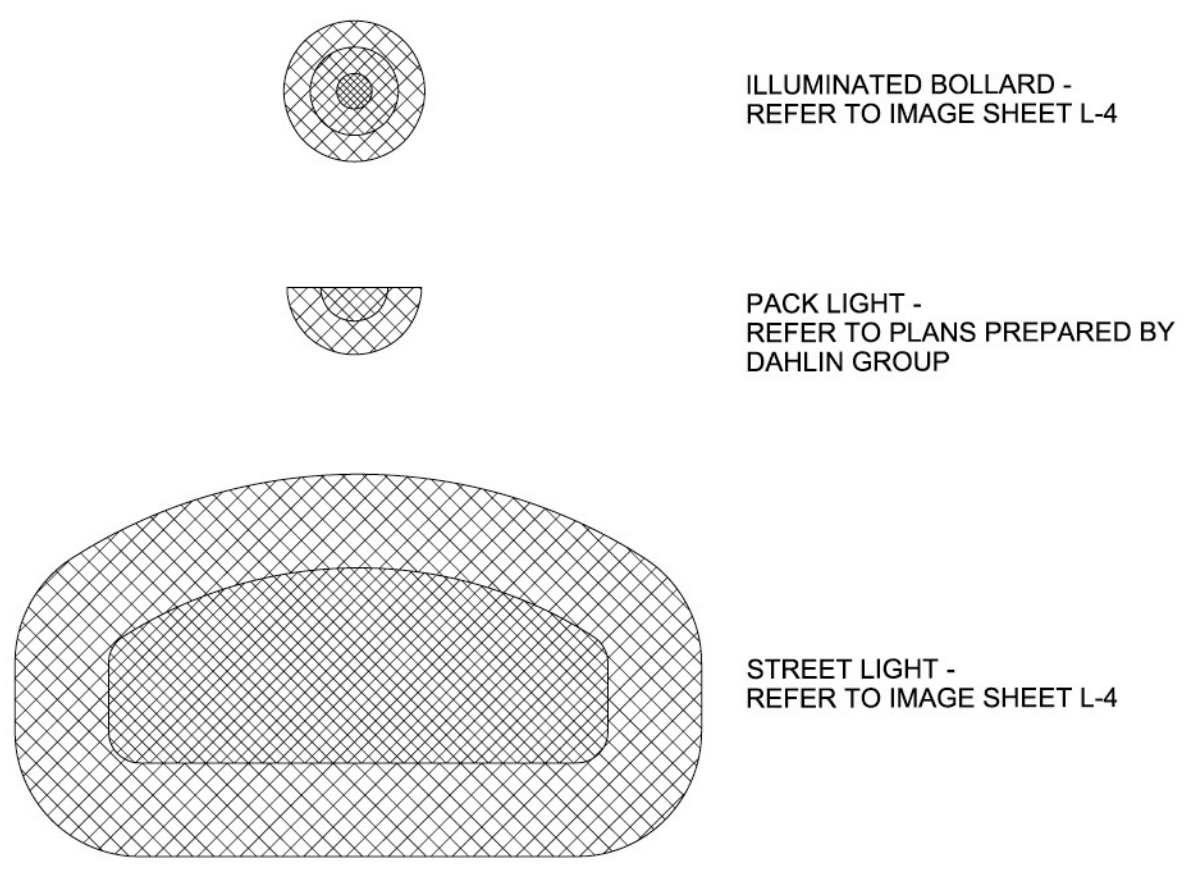


Concept

Light shield to prevent over-spill
onto adjacent property



LIGHTING LEGEND



LANDSCAPE LIGHTING NOTES

- 1. BOLLARD LOCATIONS SHOWN ARE FOR REFERENCE ONLY. A COMPREHENSIVE LIGHTING PLAN SHALL BE DONE BY A QUALIFIED LIGHTING CONSULTANT
- 2. PHOTOMETRIC DATA IS FOR REFERENCE ONLY AND IS INTENDED ONLY TO SHOW ESTIMATED COVERAGE
- 3. ANY ADDITIONAL STREET AND ALLEY LIGHTING SHALL BE DONE BY A QUALIFIED LIGHTING CONSULTANT AND SHALL CONFORM TO CITY OF MILPITAS STANDARDS
- 4. TREE LOCATIONS SHOWN ON SHEETS L-1 THRU L-3 SHALL BE ADJUSTED AS NECESSARY PENDING LOCATIONS OF STREET AND/OR ALLEY LIGHTING

PHOTOMETRIC PLAN

IRRIGATION NOTES

1.

THESE IRRIGATION DRAWINGS ARE DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED. ALL PIPING, VALVES, AND OTHER IRRIGATION COMPONENTS MAY BE SHOWN WITHIN PAVED AREAS FOR GRAPHIC CLARITY ONLY AND ARE TO BE INSTALLED WITHIN PLANTING AREAS. DUE TO THE SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS, SLEEVES, CONDUIT, AND OTHER ITEMS WHICH MAY BE REQUIRED. IN THE EVENT OF FIELD DISCREPANCY WITH CONTRACT DOCUMENTS, PLAN THE INSTALLATION WORK ACCORDINGLY BY NOTIFICATION AND APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE AND ACCORDING TO THE CONTRACT SPECIFICATIONS. NOTIFY AND COORDINATE IRRIGATION CONTRACT WORK WITH APPLICABLE CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE, CONDUIT OR SLEEVES THROUGH OR UNDER WALL, ROADWAYS, PAVING AND STRUCTURES BEFORE CONSTRUCTION. IN THE EVENT THESE NOTIFICATIONS ARE NOT PERFORMED, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR REQUIRED REVISIONS.
2.

THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, STANDARDS, AND REGULATIONS. ALL WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF THE NATIONAL ELECTRIC CODE; THE UNIFORM PLUMBING CODE, PUBLISHED BY THE WESTERN PLUMBING OFFICIALS ASSOCIATION; AND OTHER STATE OR LOCAL LAWS OR REGULATIONS. NOTHING IN THESE DRAWINGS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES OR REGULATIONS. THE CONTRACTOR SHALL FURNISH WITHOUT ANY EXTRA CHARGE, ANY ADDITIONAL MATERIAL AND LABOR WHEN REQUIRED BY THE COMPLIANCE WITH THESE CODES AND REGULATIONS.
3.

THE CONTRACTOR SHALL COORDINATE INSTALLATION OF IRRIGATION SYSTEM WITH LAYOUT AND INSTALLATION OF THE PLANT MATERIALS TO INSURE THAT THERE WILL BE COMPLETE AND UNIFORM IRRIGATION COVERAGE OF PLANTING IN ACCORDANCE WITH THESE DRAWINGS, AND CONTRACT DOCUMENTS. THE IRRIGATION LAYOUT SHALL BE CHECKED BY THE CONTRACTOR AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO CONSTRUCTION TO DETERMINE IF ANY CHANGES, DELETIONS, OR ADDITIONS ARE REQUIRED. IRRIGATION SYSTEM SHALL BE INSTALLED AND TESTED PRIOR TO INSTALLATION OF PLANT MATERIAL.
4.

THE INTENT OF THIS IRRIGATION SYSTEM IS TO PROVIDE THE MINIMUM AMOUNT OF WATER REQUIRED TO SUSTAIN GOOD PLANT HEALTH.
5.

IT IS THE RESPONSIBILITY OF THE MAINTENANCE CONTRACTOR AND/OR OWNER TO PROGRAM THE IRRIGATION CONTROLLER(S) TO PROVIDE THE MINIMUM AMOUNT OF WATER NEEDED TO SUSTAIN GOOD PLANT HEALTH. THIS INCLUDES MAKING ADJUSTMENTS TO THE PROGRAM FOR SEASONAL WEATHER CHANGES, PLANT MATERIAL, WATER REQUIREMENTS, MOUNDS, SLOPES, SUN, SHADE AND WIND EXPOSURE.
6.

IT IS THE RESPONSIBILITY OF A LICENSED ELECTRICAL CONTRACTOR TO PROVIDE 120 VOLT A.C. (2.5 AMP DEMAND PER CONTROLLER) ELECTRICAL SERVICE TO THE CONTROLLER LOCATION(S). IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO COORDINATE THE ELECTRICAL SERVICE STUB-OUT TO THE CONTROLLER(S). PROVIDE PROPER GROUNDING PER CONTROLLER MANUFACTURER'S INSTRUCTIONS AND IN ACCORDANCE WITH LOCAL CODES.
7.

PROVIDE EACH IRRIGATION CONTROLLER WITH ITS OWN INDEPENDENT LOW VOLTAGE COMMON GROUND WIRE.
8.

INSTALL NEW BATTERIES IN THE IRRIGATION CONTROLLER(S) TO RETAIN PROGRAM IN MEMORY DURING TEMPORARY POWER FAILURES. USE QUANTITY, TYPE AND SIZE REQUIRED AS PER CONTROLLER MANUFACTURER'S INSTRUCTIONS.
9.

IRRIGATION CONTROL WIRES: SOLID COPPER WITH U.L. APPROVAL FOR DIRECT BURIAL IN GROUND. COMMON GROUND WIRE: SIZE #12-1 WIRE WITH A WHITE INSULATING JACKET. CONTROL WIRE SERVICING REMOTE CONTROL VALVES: SIZE #14-1 WIRE WITH INSULATING JACKET OF COLOR OTHER THAN WHITE. SPLICES SHALL BE MADE WITH 3M-DBY SEAL PACKS OR APPROVED EQUAL.
10.

INSTALL TWO SPARE CONTROL WIRES OF A DIFFERENT COLOR ALONG THE ENTIRE MAIN LINE. LOOP 36" EXCESS WIRE INTO EACH SINGLE VALVE BOX AND INTO ONE VALVE BOX IN EACH GROUP OF VALVES.
11.

SPLICING OF LOW VOLTAGE WIRES IS PERMITTED IN VALVE BOXES ONLY. LEAVE A 36" LONG, 1" DIAMETER COIL OF EXCESS WIRE AT EACH SPLICE AND A 36" LONG EXPANSION LOOP EVERY 100 FEET ALONG WIRE RUN. TAPE WIRES TOGETHER EVERY TEN FEET. DO NOT TAPE WIRES TOGETHER WHERE CONTAINED WITHIN SLEEVING OR CONDUIT.
12.

INSTALL BLACK PLASTIC VALVE BOXES WITH BOLT DOWN, NON HINGED COVER MARKED "IRRIGATION". BOX BODY SHALL HAVE KNOCK OUTS. ACCEPTABLE VALVE BOX MANUFACTURER'S INCLUDE NDS, CARSON OR APPROVED EQUAL.
13.

INSTALL REMOTE CONTROL VALVE BOXES 12" FROM WALK, CURB, BUILDING OR LANDSCAPE FEATURE. AT MULTIPLE VALVE BOX GROUPS, INSTALL EACH BOX AN EQUAL DISTANCE FROM THE WALK, CURB, BUILDING OR LANDSCAPE FEATURE AND PROVIDE 12" BETWEEN BOX TOPS. ALIGN THE SHORT SIDE OF RECTANGULAR VALVE BOXES PARALLEL TO WALK, CURB, BUILDING OR LANDSCAPE FEATURE.
14.

VALVE LOCATIONS SHOWN ARE DIAGRAMMATIC. INSTALL IN GROUND COVER/SHRUB AREAS (AVOID LAWN AREAS WHERE POSSIBLE).
15.

THE CONTRACTOR SHALL LABEL CONTROL LINE WIRE AT EACH REMOTE CONTROL VALVE WITH A 2 1/4" X 2 3/4" POLYURETHANE I.D. TAG, INDICATING IDENTIFICATION NUMBER OF VALVE (CONTROLLER AND STATION NUMBER). ATTACH LABEL TO CONTROL WIRE. THE CONTRACTOR SHALL PERMANENTLY STAMP ALL VALVE BOX LIDS WITH APPROPRIATE IDENTIFICATION AS NOTED IN CONSTRUCTION DETAILS.
16.

INSTALL A GATE VALVE TO ISOLATE EACH REMOTE CONTROL VALVE OR GROUP OF RCV'S LOCATED TOGETHER. GATE VALVE SIZE SHALL BE SAME AS THE LARGEST REMOTE CONTROL VALVE IN MANIFOLD.
17.

FLUSH AND ADJUST IRRIGATION OUTLETS AND NOZZLES FOR OPTIMUM PERFORMANCE AND TO PREVENT OVER SPRAY ONTO WALKS, ROADWAYS, AND/OR BUILDINGS. SELECT THE BEST DEGREE OF THE ARC AND RADIUS TO FIT THE EXISTING SITE CONDITIONS AND THROTTLE THE FLOW CONTROL AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH CONTROL ZONE.
18.

SET SPRINKLER HEADS PERPENDICULAR TO FINISH GRADE.
19.

INSTALL NON POP-UP ROTARY SPRINKLERS 24" FROM WALKS AND CURBS.
20.

LOCATE EMITTER OUTLETS ON UPHILL SIDE OF PLANT OR TREE.
21.

LOCATE BUBBLERS ON UPHILL SIDE OF PLANT OR TREE.
22.

INSTALL A HUNTER HCV SERIES, KBI CV SERIES, OR APPROVED EQUAL SPRING LOADED CHECK VALVE IN SPRINKLER RISER ASSEMBLIES WHERE LOW OUTLET DRAINAGE WILL CAUSE EROSION AND/OR EXCESS WATER.
23.

WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES, USE CAUTION TO AVOID INJURY TO TREES AND TREE ROOTS. EXCAVATE BY HAND IN AREAS WHERE TWO (2) INCH AND LARGER ROOTS OCCUR. BACK FILL TRENCHES ADJACENT TO TREE WITHIN TWENTY-FOUR (24) HOURS. WHERE THIS IS NOT POSSIBLE, SHADE THE SIDE OF THE TRENCH ADJACENT TO THE TREE WITH WET BURLAP OR CANVAS.
24.

NOTIFY LOCAL JURISDICTIONS FOR INSPECTION AND TESTING OF INSTALLED BACKFLOW PREVENTION DEVICE.
25.

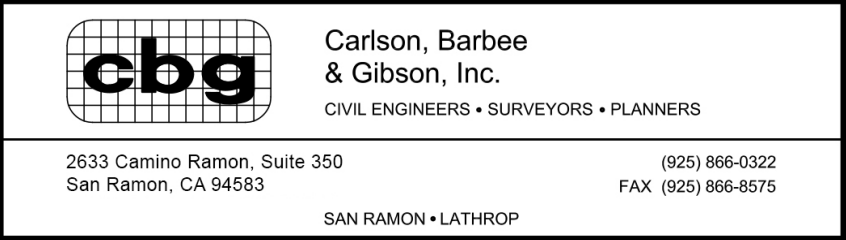
THE SPRINKLER SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE SHOWN ON THE IRRIGATION DRAWINGS. VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE OWNER'S AUTHORIZED REPRESENTATIVE.

IRRIGATION LEGEND

SYMBOL	MODEL NUMBER	DESCRIPTION	NOZZLE GPM	OPERATING PSI	OPERATING RADIUS (FEET)
	570Z-6P-PRX-COM/ 0-T-15-F,H,Q	TORO POP-UP SPRAY SPRINKLER (TURF)	2.3,1.16, 0.58	30	12-15
	570Z-6P-PRX-COM/ 0-T-12-F,H,Q	TORO POP-UP SPRAY SPRINKLER (TURF)	1.5,0.75,.37	30	10-12
	570Z-6P-PRX-COM/ 0-T-10-F,H,Q	TORO POP-UP SPRAY SPRINKLER (TURF)	1.03,0.51, 0.23	30	8-10
	570Z-12P-PRX-COM/ 0-T-15-F,H,Q	TORO POP-UP SPRAY SPRINKLER (SHRUB)	2.3,1.16, 0.58	30	12-15
	570Z-12P-PRX-COM/ 0-T-12-F,H,Q	TORO POP-UP SPRAY SPRINKLER (SHRUB)	1.5,0.75,.37	30	10-12
	570Z-12P-PRX-COM/ 0-T-10-F,H,Q	TORO POP-UP SPRAY SPRINKLER (SHRUB)	1.03,0.51, 0.23	30	8-10
	570S/FB-25-PC	TORO BUBBLER, 1 PER SHRUB	0.25	30	TRICKLE
	570S/FB-50-PC	TORO BUBBLER, 2 PER TREE	0.5	30	TRICKLE
	T-YD-500-34	TORO AIR RELIEF VALVE			
	FOH-H-FIPT	TORO FLUSH VALVE			
	T-DL-MP9	TORO DRIP ZONE INDICATOR			
	P-220-26-6	TORO MASTER VALVE (NORMALLY CLOSED)			
	TFS-150	TORO FLOW SENSOR			
	P-220-26 SERIES	TORO REMOTE CONTROL VALVE			
	P220-27-04/ T-ALFD10150-L	TORO REMOTE CONTROL VALVE WITH A PRESSURE REGULATOR (SET TO 45 PSI) AND A 1" DISC FILTER			
	33 DNP	RAIN BIRD QUICK COUPLING VALVE			
	T113-K	NIBCO GATE VALVE (LINE SIZE)-2.5" AND SMALLER.			
	975XLSEU-2"	WILKINS REDUCED PRESSURE BACKFLOW ASSEMBLY			
	MC-30E/CL-R1	IRRITROL MC-E CONTROLLER IN A PEDESTAL ENCLOSURE WITH MAINTENANCE REMOTE. USE IN CONJUNCTION WITH CLIMATE LOGIC WEATHER SENSING SYSTEM.			
	CL-100-WIRELESS	IRRITROL CLIMATE LOGIC WEATHER SENSING SYSTEM. AUTOMATICALLY GATHERS ON-SITE WEATHER INFORMATION AND CALCULATES WATER REQUIREMENTS AND WATERING SCHEDULES.			
		CONTROLLER AND STATION NUMBER			
		FLOW (GPM)			
		REMOTE CONTROL VALVE SIZE (IN INCHES) ASSOCIATED REMOTE CONTROL VALVE			
		CONTROLLER AND STATION NUMBER			
		AREA (SQ. FT.) FLOW (GPM)			
		REMOTE CONTROL VALVE SIZE (IN INCHES) ASSOCIATED REMOTE CONTROL VALVE			
		MAIN LINE:	2 1/2" AND SMALLER: 1120-SCHEDULE 40 PVC PLASTIC PIPE WITH SCHEDULE 40 PVC SOLVENT WELD FITTINGS. 18" COVER.		
		LATERAL LINE:	3/4" AND LARGER: 1120-SCHEDULE 40 PVC PLASTIC PIPE WITH SCHEDULE 40 PVC SOLVENT WELD FITTINGS. 12" COVER.		
		SLEEVING:	SCHEDULE 40 PVC PLASTIC PIPE. COVER TO BE AS INDICATED IN SPECIFICATIONS OR AS INDICATED ABOVE FOR PIPE DEPTH OF COVER.		
		DRIP ZONE:	TORO DL2000 SERIES DRIPLINE WITH LOC-EZE FITTINGS, PART #RGP-212. TUBING TO BE INSTALLED 4" BELOW GRADE IN A 12" O.C. GRID ACCORDING TO DETAILS. MINIMUM PIPE SIZE OF PVC LATERAL LINE WITHIN DRIP AREAS TO BE 1". EXTEND PVC HEADERS TO THE ENDS OF ALL DRIP ZONES TO BALANCE FLOW. SEE DETAILS FOR FURTHER INFORMATION.		
		DRIP ZONE:	TORO BLUE STRIPE POLYETHYLENE HOSE. INSTALL ON-GRADE AS DETAILED. SEE DETAILS FOR INSTALLATION AND PART NUMBERS. INSTALL A END CLAMP AT THE END OF EACH DRIP ZONE REGION.		
		FLOW SENSOR/ MASTER CABLE:	APPROXIMATE ROUTING OF FLOW SENSOR AND MASTER VALVE WIRES IN SEPARATE 1" CONDUITS. REFER TO DETAILS FOR MORE INFORMATION.		

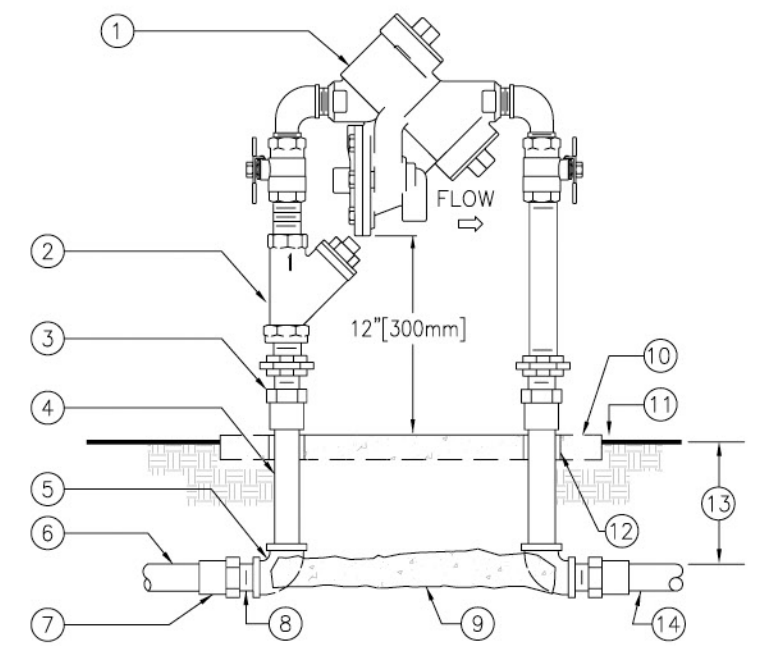
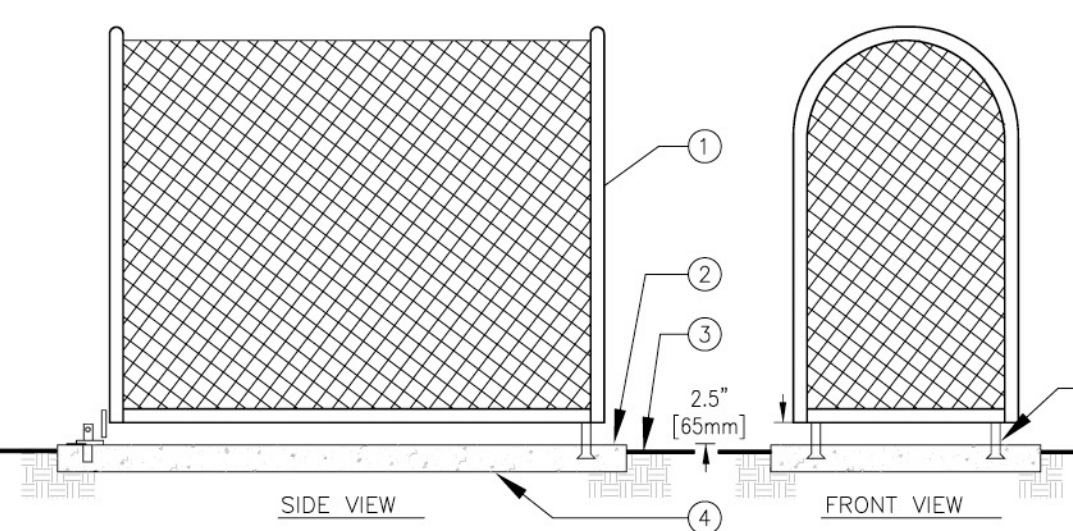
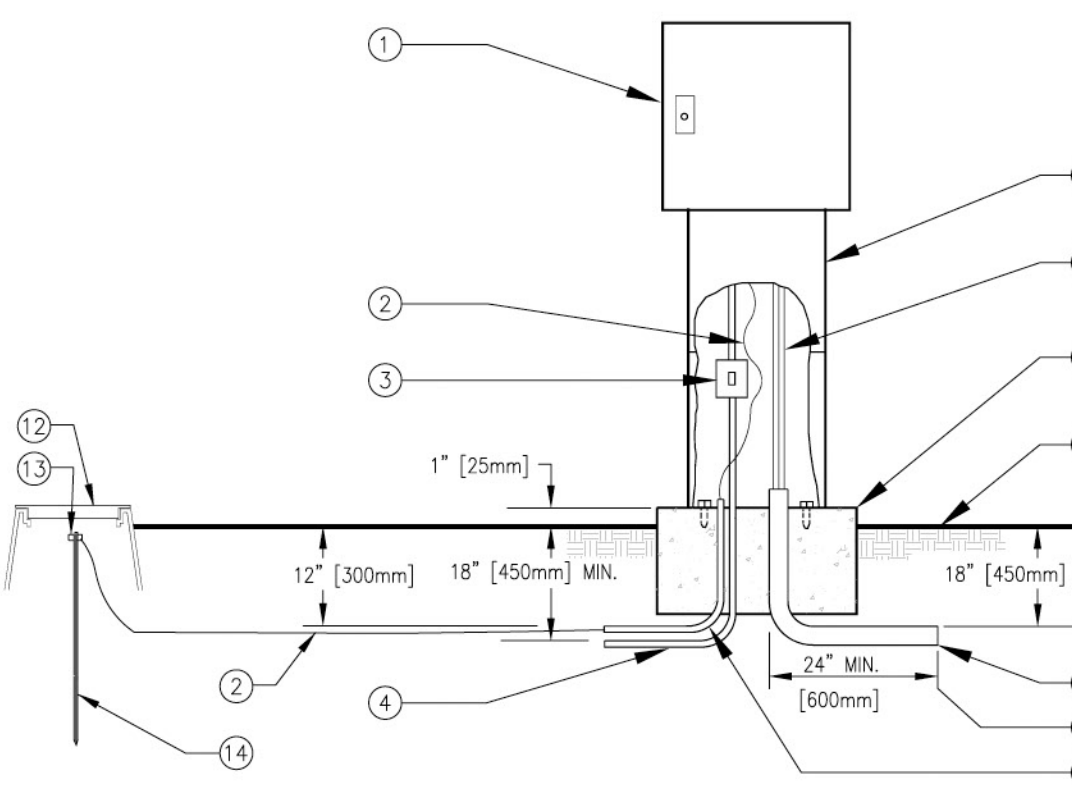
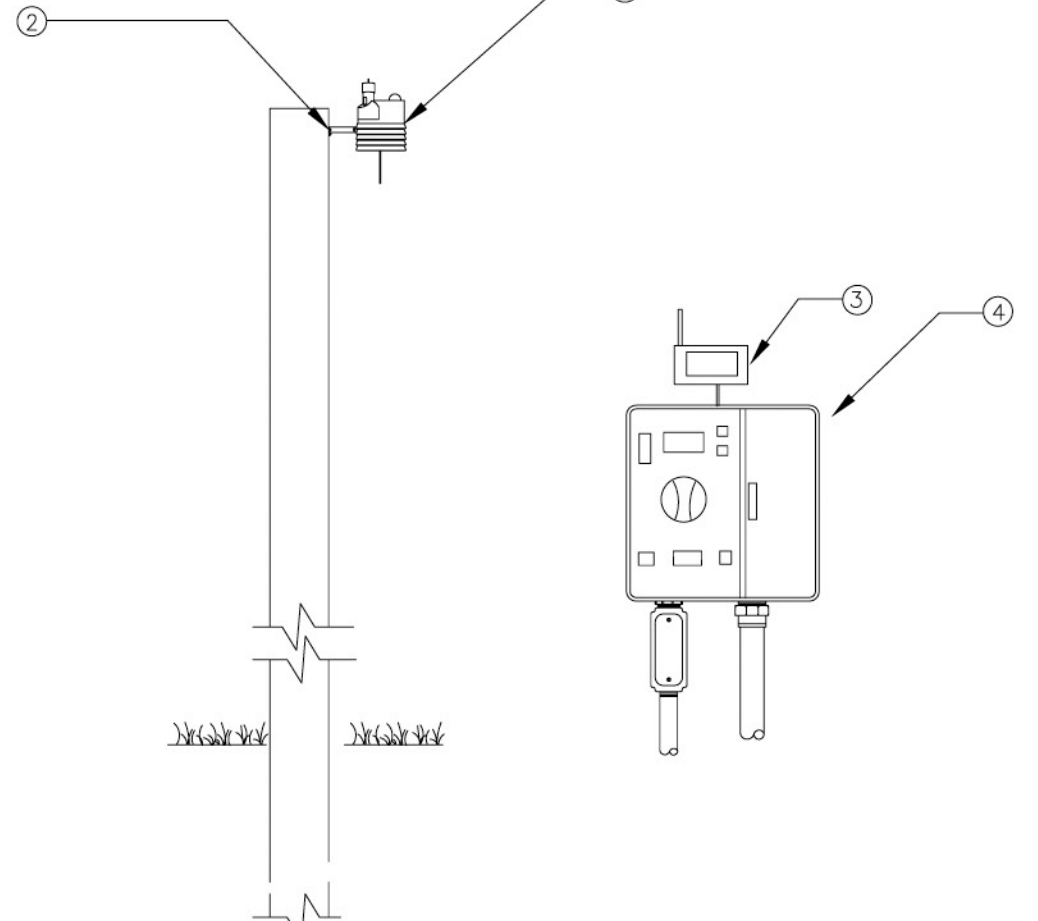
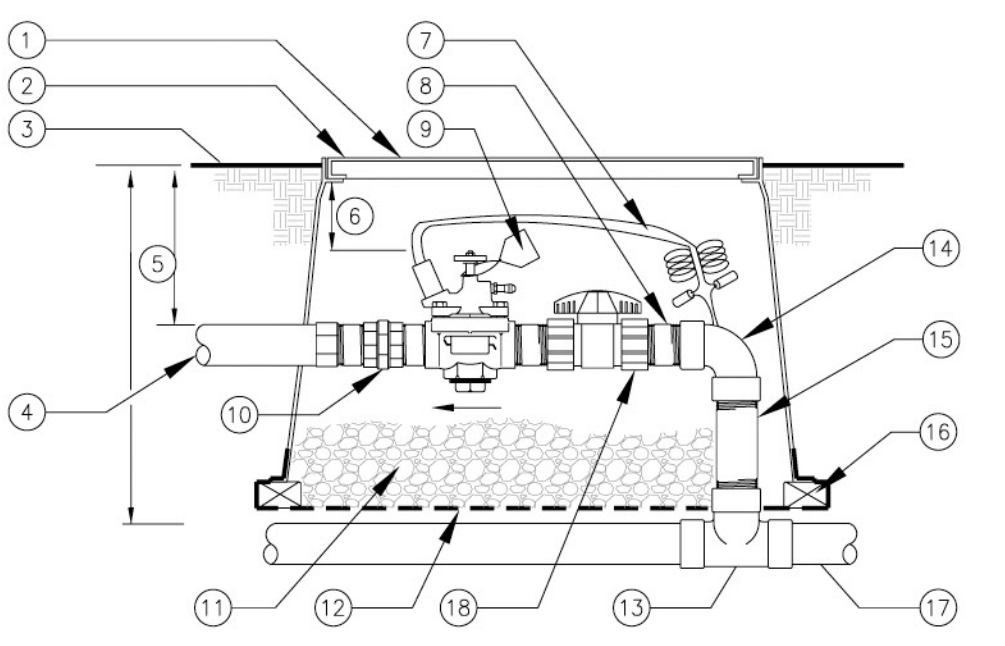
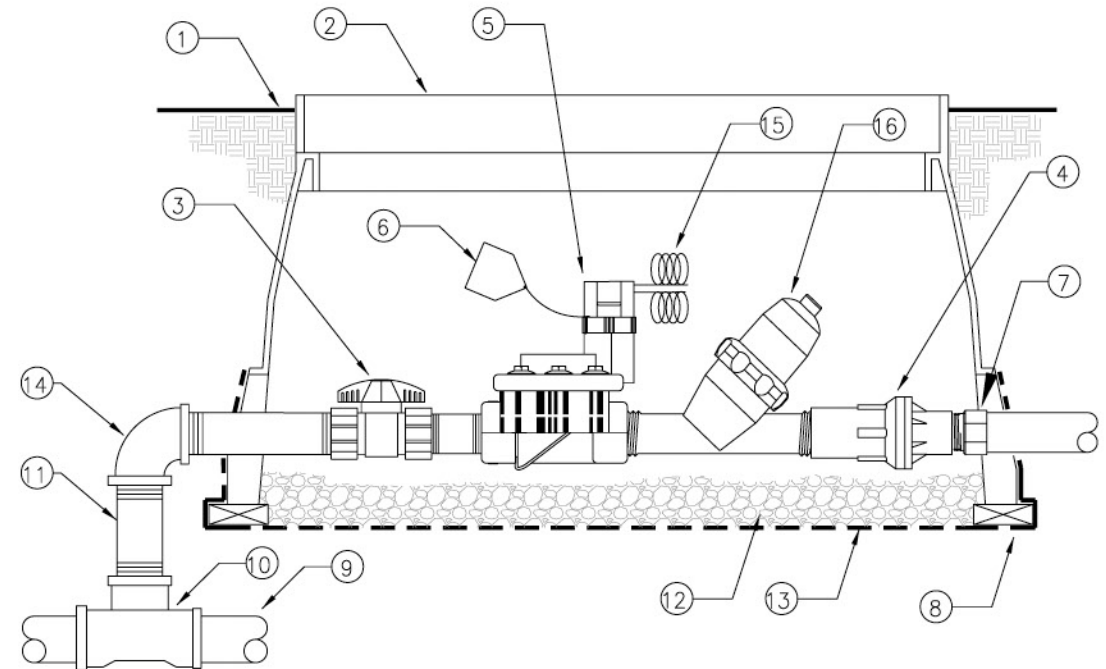
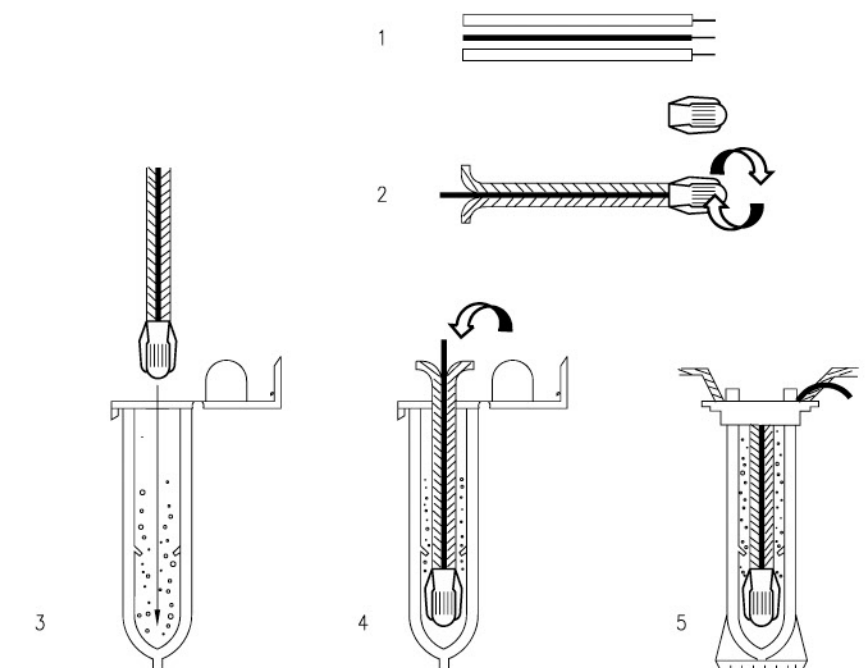
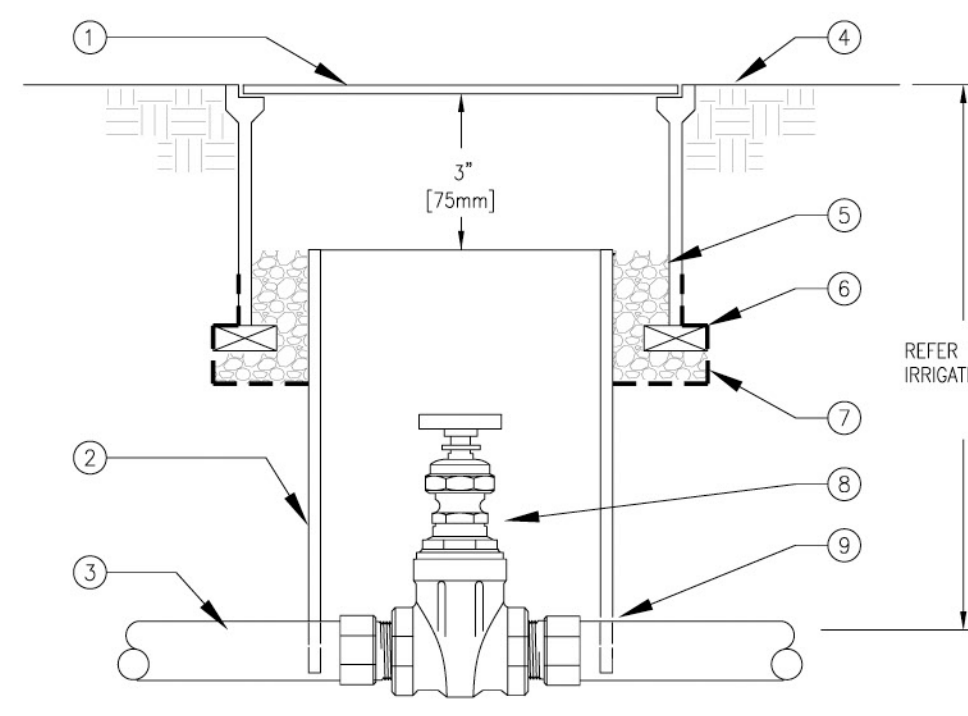
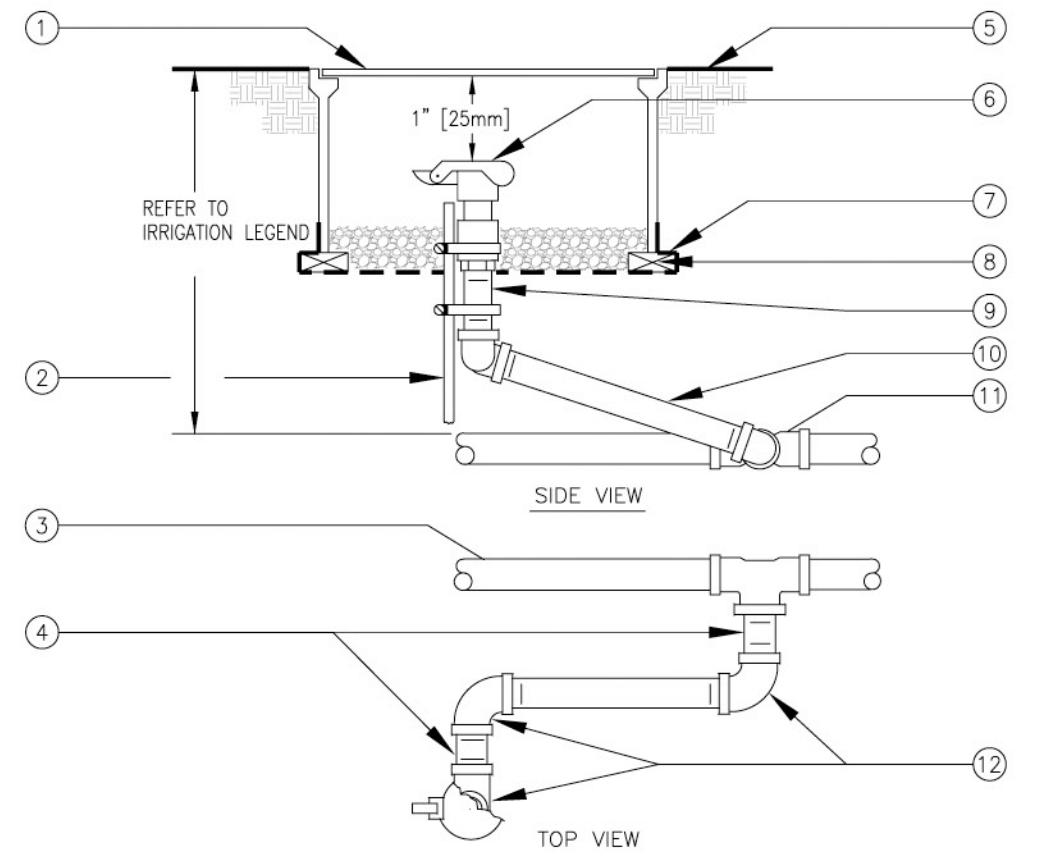
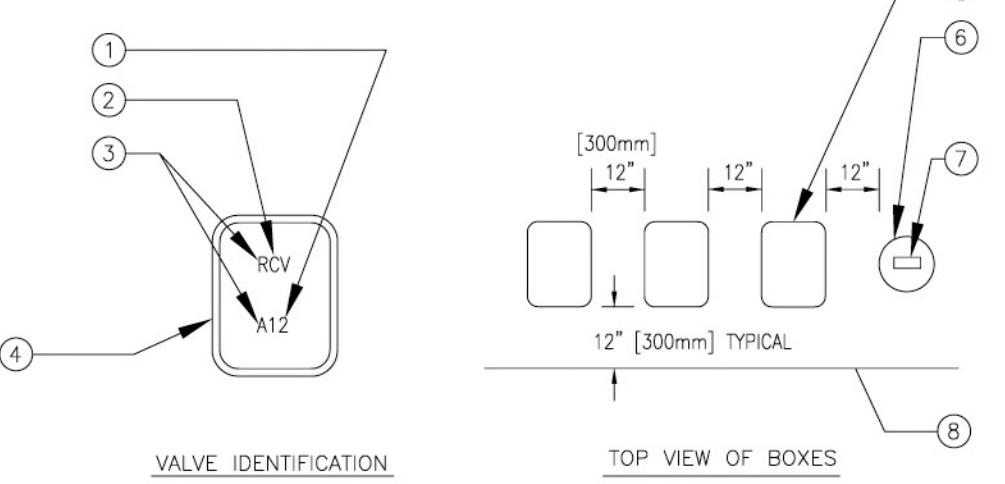
IRRIGATION NOTES & LEGEND
(PRIVATELY MAINTAINED LANDSCAPE AREAS)

75 SOUTH MILPITAS BOULEVARD
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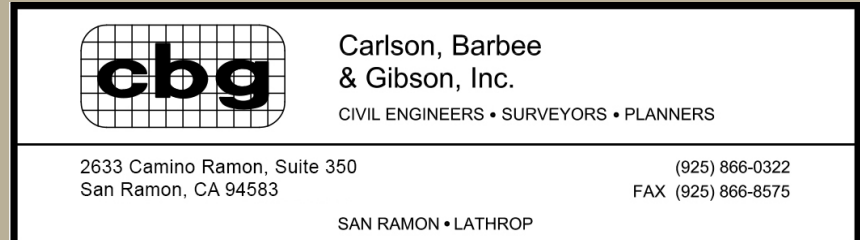
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 1 REDUCED PRESSURE BACKFLOW ASSEMBLY. 2 YB "Y" STRAINER SYSTEM (AS REQUIRED). 3 WROUGHT COPPER MALE ADAPTER-2 TOTAL (SOLDER x THREAD CONNECTION). 4 COPPER TYPE "K" PIPE (LENGTH AS REQUIRED). 5 WROUGHT COPPER 90° ELBOW-2 TOTAL (SOLDER x THREAD CONNECTION). 6 PVC MAIN LINE TO POINT OF CONNECTION. 7 BUSH AS NECESSARY FOR SIZE TRANSITION. 8 SCHEDULE 40 PVC MALE ADAPTER-2 TOTAL. 9 CONCRETE SUPPORT BLOCK. 10 CONCRETE PAD-SEE ENCLOSURE DETAIL. 11 FINISH GRADE. 12 PVC SLEEVE BOTH SIDES. 13 REFER TO IRRIGATION LEGEND. 14 PVC MAIN LINE TO IRRIGATION SYSTEM. NOTES: 1. INSTALL A FREEZE PREVENTATIVE BLANKET AROUND BACKFLOW ASSEMBLY. BLANKET SHALL BE GREEN. 2. DO NOT SOLDER CONNECT FITTINGS WHILE THREADED INTO BACKFLOW ASSEMBLY. THIS MAY CAUSE DAMAGE TO DEVICE. 3. NIPPLES AND FITTINGS TO BE SAME IPT SIZE AS BACKFLOW ASSEMBLY. 4. PROVIDE A STAINLESS STEEL ENCLOSURE TO COMPLETELY ENCLOSE DEVICE. INSTALL ENCLOSURE TO CONCRETE BASE AS DIRECTED BY MANUFACTURER.	 1 STAINLESS STEEL ENCLOSURE TO COMPLETELY ENCLOSE DEVICE. 2 SET PAD 1/2" [13MM] ABOVE FINISH GRADE. 3 FINISH GRADE. 4 6" [150mm] THICK CONCRETE PAD FOR ENCLOSURE SUPPORT TO EXTEND 6" [150mm] BEYOND ENCLOSURE ON ALL SIDES. CONCRETE TO HAVE MEDIUM BROOM FINISH. 5 MOUNTING BRACKETS (STANDARD WITH ENCLOSURE) TO BE SET INTO CONCRETE PAD. PROVIDE LOCKING TAB TO ACCEPT PADLOCK PER MANUFACTURER'S INSTRUCTION.	 1 IRRIGATION CONTROLLER. 2 #6 BARE COPPER GROUND WIRE. 3 120 VOLT LOCKABLE WEATHERPROOF ON/OFF SWITCH PROVIDED UNDER IRRIGATION CONTRACT. 4 120 VOLT A.C. ELECTRICAL SERVICE FROM SOURCE TO CONTROLLER LOCATION PROVIDED BY CONTRACTOR. IRRIGATION CONTRACTOR TO PROVIDE RIGID STEEL CONDUIT FROM SERVICE STUB-OUT TO CONTROLLER CGF SWITCH AND COMPLETE ELECTRICAL SERVICE TO CONTROLLER. 5 PEDESTAL ENCLOSURE. 6 LOW VOLTAGE CONTROL WIRING. 7 CONCRETE PAD-6" [150mm] THICK (MIN.) EXTEND 6" [150mm] BEYOND EACH SIDE AND BACK, 24" [600mm] IN FRONT AND 1" [25mm] ABOVE FINISH GRADE. 8 FINISH GRADE. 9 SCHEDULE 40 GREY PVC ELECTRICAL CONDUIT WITH SWEEP ELL FOR LOW VOLTAGE WIRE. 10 24" MIN. [600mm] AND OR 12" [300mm] BEYOND HARDSCAPE. 11 1 1/2" [40mm] PVC SWEEP ELL FOR GROUND WIRE. 12 6" ROUND BLACK PLASTIC BOX WITH T-LID FOR GROUND ROD. 13 CADWELDED CONNECTIONS. 14 8' LONG COPPER GROUND ROD. LOCATE A MINIMUM OF 10' AWAY FROM CONTROLLER.	 1 WIRELESS CLIMATE SENSOR TRANSMITTER 2 SUITABLE POST, POLE, OR GUTTER MOUNT. MOUNT IN LOCATION WHERE SENSOR CAN RECEIVE FULL SUN, IS OPEN TO RAINFALL AND OUT OF SPRINKLER SPRAY PATTERN 3 SENSOR RECEIVER 4 CONTROLLER NOTE: MAXIMUM LINE OF SIGHT FROM SENSOR TO RECEIVER IS 1000 FT. DISTANCE IS LESS IF OBSTRUCTIONS EXIST. SENSOR MUST BE INSTALLED IN "CLEAR SPACE" WHERE IT IS EXPOSED TO UNOBSTRUCTED RAINFALL AND IS CLEAR OF IRRIGATION SPRAY.	 1 REMOTE CONTROL VALVE WITH FLOW CONTROL AND MANUAL BLEED (PRESSURE REGULATOR WHERE SHOWN ON PLANS). 2 USE A 14" X 19" RECTANGULAR PLASTIC VALVE BOX WITH BOLT DOWN LID FOR 1" VALVES. FOR 1.5" AND LARGER VALVES INSTALL BALL VALVE WITHIN A SEPARATE 10" ROUND BOX OR ONE BALL VALVE PER MANIFOLD OF VALVES. GATE VALVE SIZE SHALL BE SAME AS LARGEST VALVE WITHIN MANIFOLD. ONE VALVE PER BOX- NO EXCEPTIONS. INSTALL BOX AS SHOWN IN BOX INSTALLATION DETAIL. 3 FINISH GRADE. 4 PVC LATERAL LINE. 5 REFER TO IRRIGATION SPECS. 6 3" [75mm] MIN, 6" [150mm] MAX. 7 VALVE CONTROL WIRE- PROVIDE SEAL PACKS AT ALL SPLICES AND 3' [1m] OF EXCESS UF WIRE IN A 1" [25mm] DIAMETER COIL. 8 SCHEDULE 80 PVC NIPPLE (4 TOTAL). 9 VALVE LID, TAG (CONTROLLER AND STATION NUMBER). 10 SCHEDULE 80 PVC THREADED UNION. 11 PEA GRAVEL OR 3/4" [20mm] DRAIN ROCK- 4" [100mm] DEEP BELOW VALVE (NO SOIL IN VALVE BOX). 12 19 GAUGE 1/2" [12mm] SQUARE WIRE MESH. 13 UPC APPROVED SCHEDULE 40 PVC TEE. 14 SCHEDULE 80 PVC 90° ELBOW (1x1). 15 SCHEDULE 80 PVC NIPPLE- LENGTH AS REQUIRED. 16 BRICK-1 EACH CORNER. 17 PVC MAIN LINE. 18 SCHEDULE 80 PVC UNION BALL VALVE (ONE PER VALVE).
1 REDUCED PRESSURE BACKFLOW ASSEMBLY SCALE: NONE DET: RPB-1	2 BACKFLOW ASSEMBLY ENCLOSURE SCALE: NONE DET: ENC-SMOOTH	3 CONTROLLER – PEDESTAL MOUNT SCALE: NONE DET: PED-CONT	4 WIRELESS WEATHER SENSOR SCALE: NONE DET: CL-W	5 REMOTE CONTROL VALVE SCALE: NONE DET: RCV-UN-BV
 1 FINISH GRADE 2 JUMBO RECTANGULAR PLASTIC VALVE BOX WITH BOLT DOWN LID. ONE VALVE PER BOX- NO EXCEPTIONS. INSTALL BOX AS SHOWN IN BOX INSTALLATION DETAIL. 3 SCHEDULE 80 PVC UNION BALL VALVE (ONE PER VALVE) 4 PRESSURE REGULATOR (INCLUDED IN DRIP ZONE KIT) 5 REMOTE CONTROL VALVE DRIP ZONE KIT. (SHALL INCLUDE VALVE, FILTER AND A 40 PSI PRESSURE REDUCING VALVE) 6 VALVE I.D. TAG (CONTROLLER AND STATION NUMBER). 7 SCHEDULE 40 MALE ADAPTER 8 BRICK-1 EACH CORNER. 9 PVC MAIN LINE. 10 UPC APPROVED SCHEDULE 40 PVC TEE. 11 SCHEDULE 80 PVC NIPPLE-(4-TOTAL) LENGTH AS REQUIRED. 12 PEA GRAVEL OR 3/4" [20mm] DRAIN ROCK - 4" [102mm] DEEP BELOW VALVE (NO SOIL IN VALVE BOX). 13 19 GAUGE 1/2" [13mm] SQUARE WIRE MESH. 14 SCHEDULE 80 PVC 90° ELBOW (1x1). 15 VALVE CONTROL WIRE- PROVIDE 3M-DRY SEAL PACKS AT ALL SPLICES AND 3' [1m] OF EXCESS UF WIRE IN A 1" [25mm] DIAMETER COIL. 16 Y-FILTER (INCLUDED IN DRIP ZONE KIT)	 INSTRUCTIONS: 1. STRIP WIRES APPROXIMATELY 1/2" (13 mm) TO EXPOSE WIRE. 2. TWIST CONNECTOR AROUND WIRES CLOCKWISE UNTIL HAND TIGHT, DO NOT OVERTIGHTEN. 3. INSERT WIRE ASSEMBLY INTO PLASTIC TUBE UNTIL WIRE CONNECTOR SNAPS PAST UP IN BOTTOM OF TUBE. 4. PLACE WIRES WHICH EXIT TUBE IN WIRE EXIT HOLES AND CLOSE CAP UNTIL IT SNAPS. 5. INSPECT FINAL SPLICE ASSEMBLY TO BE SECURE AND FINISHED.	 1 10" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID. 2 8" [200mm] CLASS 160 OR SCHEDULE 40 PVC PIPE (NOTCH TO FIT OVER MAIN LINE PIPE). 3 PVC MAIN LINE. 4 FINISH GRADE. 5 PEA GRAVEL OR 3/4" [20mm] DRAIN ROCK - 4" [100mm] DEEP (NO SOIL IN VALVE BOX). 6 BRICK-2 TOTAL. 7 19 GAUGE 1/2" [13mm] SQUARE WIRE MESH. 8 GATE VALVE. 9 MALE ADAPTER. REFER TO LEGEND FOR FITTING TYPE. NOTE: NIPPLES AND FITTINGS TO BE SAME IPT INLET THREAD SIZE.	 1 10" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID. 2 1 1/4" x 1 1/4" x 3/16" [30mm x 30mm x 5mm] ANGLE IRON 30" [760mm] LONG W/2 STAINLESS STEEL STRAPS (ONE AROUND QCV). 3 PVC MAIN LINE. 4 3" [75mm] LONG SCHEDULE 80 PVC THREADED NIPPLE. 5 FINISH GRADE. 6 QUICK COUPLING VALVE. 7 19 GAUGE 1/2" [13mm] SQUARE WIRE MESH. 8 BRICK - 2 TOTAL. 9 SCHEDULE 80 PVC THREADED NIPPLE. 10 10" [250mm] LONG SCHEDULE 80 PVC THREADED NIPPLE. 11 UPC APPROVED SCHEDULE 40 PVC TEE OR ELBOW. 12 SCHEDULE 80 PVC THREADED 90° ELL.	 1 CONTROLLER AND STATION 2 VALVE TYPE 3 HEAT BRAND LETTERS AND NUMBERS INTO LID. 4 VALVE BOX COVER 5 RECTANGULAR VALVE BOX 6 ROUND VALVE BOX FOR QCV AND GATE VALVE. 7 HEAT BRAND LETTERS AND NUMBERS INTO LID (TYPICAL). 8 EDGE OF LAWN, WALK, FENCE, CURB, ETC. INSTRUCTIONS: 1. CENTER VALVE BOX OVER REMOTE CONTROL VALVE TO FACILITATE SERVICING VALVE. 2. SET BOXES 1" [25mm] ABOVE FINISH GRADE OR MULCH COVER IN GROUND COVER/SHRUB AREA AND FLUSH WITH FINISH GRADE IN TURF AREA. 3. SET RCV AND VALVE BOX ASSEMBLY IN GROUND COVER/SHRUB AREA WHERE POSSIBLE. INSTALL IN LAWN ONLY IF GROUND COVER DOES NOT EXIST ADJACENT TO LAWN. 4. SET BOXES PARALLEL TO EACH OTHER AND PERPENDICULAR TO EDGE OF LAWN, WALK, FENCE, CURB, ETC. 5. AVOID HEAVILY COMPACTING SOIL AROUND VALVE BOXES TO PREVENT COLLAPSE AND DEFORMATION OF VALVE BOX SIDES. 6. INSTALL EXTENSION BY VALVE BOX MANUFACTURER AS REQUIRED TO COMPLETELY ENCLOSE ASSEMBLY FOR EASY ACCESS.
6 REMOTE CONTROL VALVE (DRIPZONE) SCALE: NONE DET: RCV-FILTER4	7 WEATHERPROOF WIRE SPLICE ASSEMBLY SCALE: NONE DET: WIRE-SPL	8 GATE VALVE SCALE: NONE DET: GOVD	9 QUICK COUPLING VALVE SCALE: NONE DET: QUICK-C2	10 VALVE BOX INSTALLATION SCALE: NONE DET: VALVE-B1

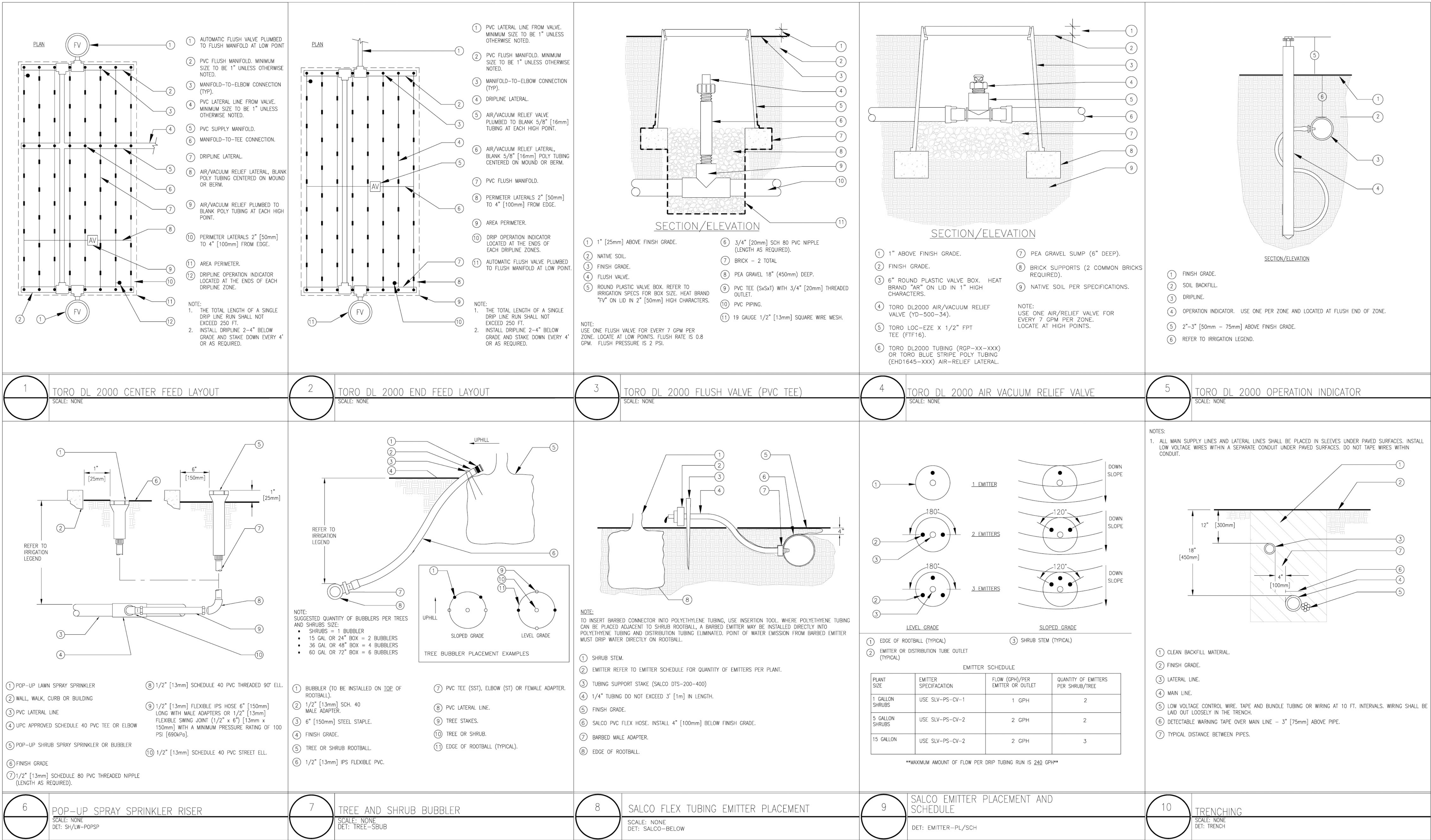
IRRIGATION DETAILS (PRIVATELY MAINTAINED LANDSCAPE AREAS)

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA

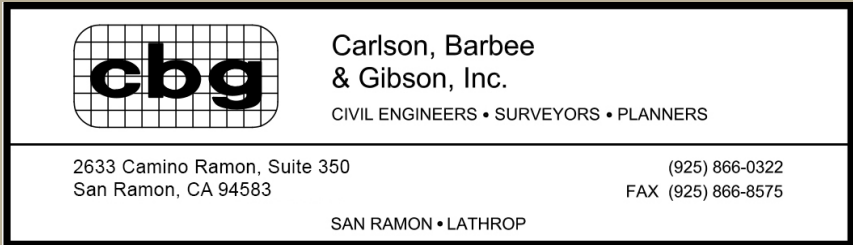


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DATE 11-04-14
5865 Owens Drive
Pleasanton, CA 94588
925-251-7200

L-8



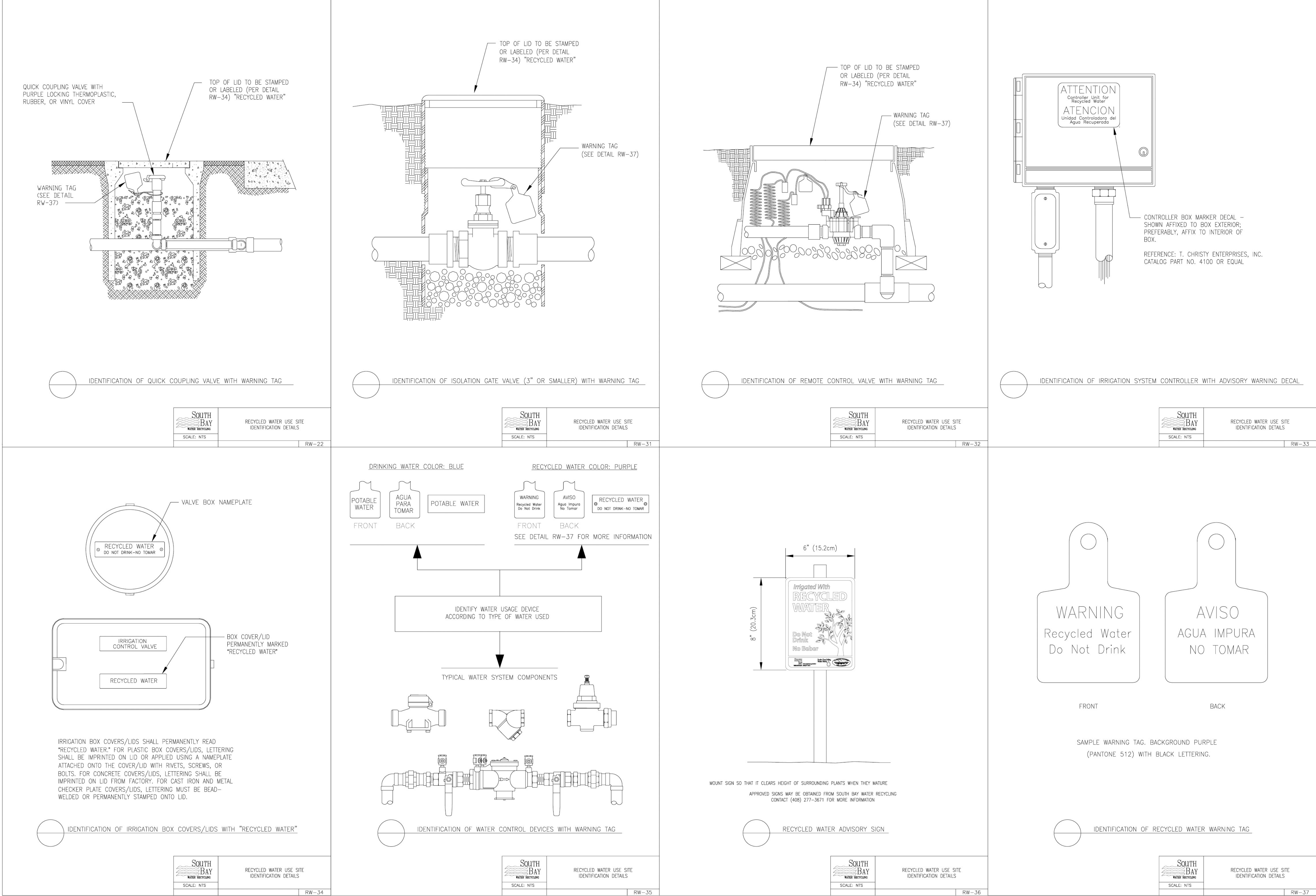
75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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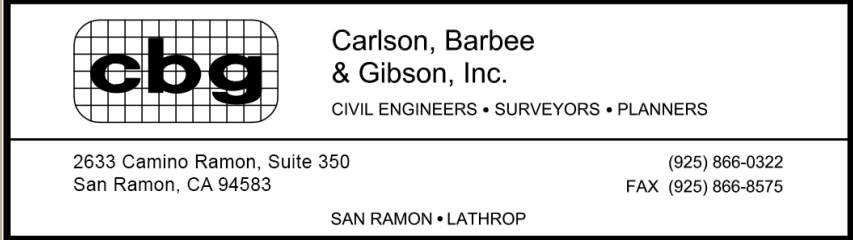
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IRRIGATION DETAILS (PRIVATELY MAINTAINED LANDSCAPE AREAS)



IRRIGATION DETAILS (PUBLICLY MAINTAINED LANDSCAPE AREAS)

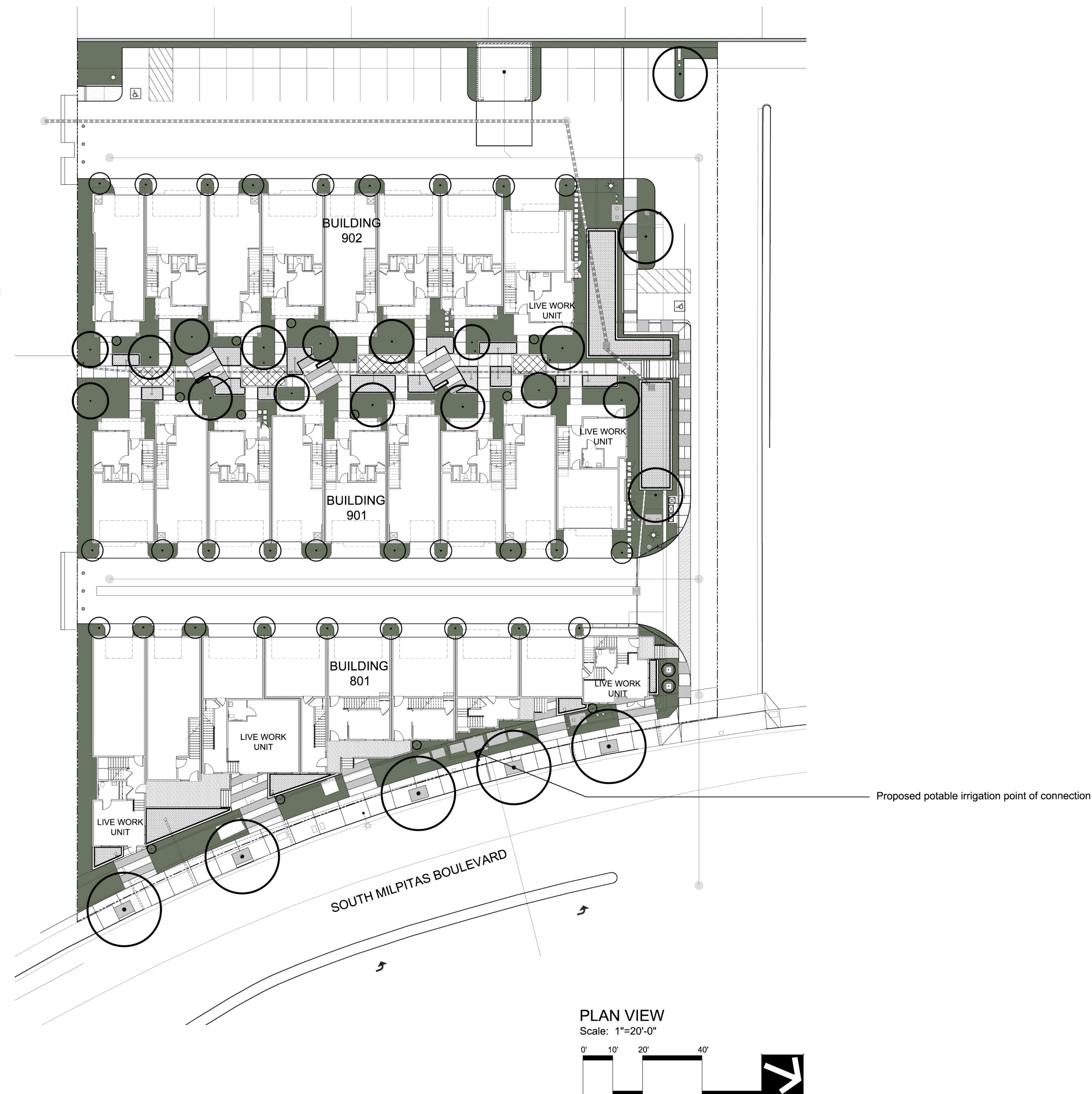
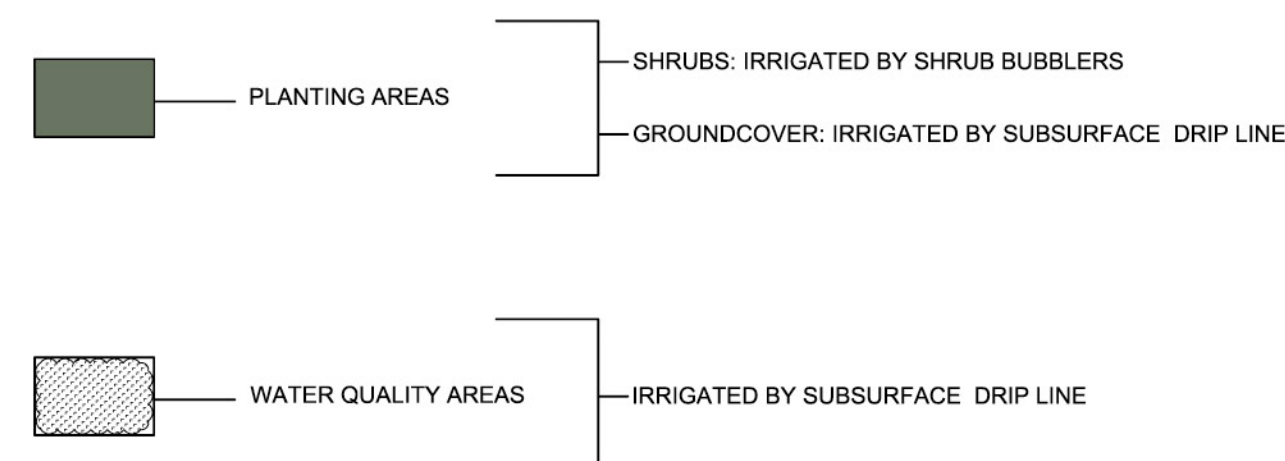
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MILPITAS, CALIFORNIA



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DATE 11-04-14
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Pleasanton, CA 94588
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L-10

TREES:
 PYRUS CALLERYANA
 ARBUTUS MARINA
 CHIONANTHUS RETUSUS
 CYPRESS
 LAGERSTROEMIA INDICA
 PODCARPUS MAKI
 PYRUS CALLERYANA REDSPIRE
 TRISTANIA LAURINA
 CERICIC CANANDENSIS - REDBUD
 BAMBOO

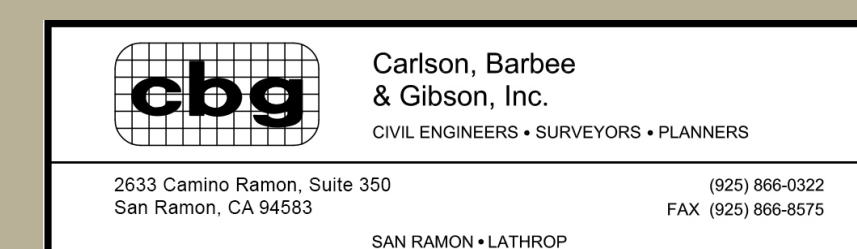
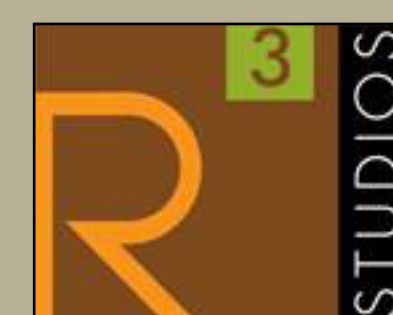


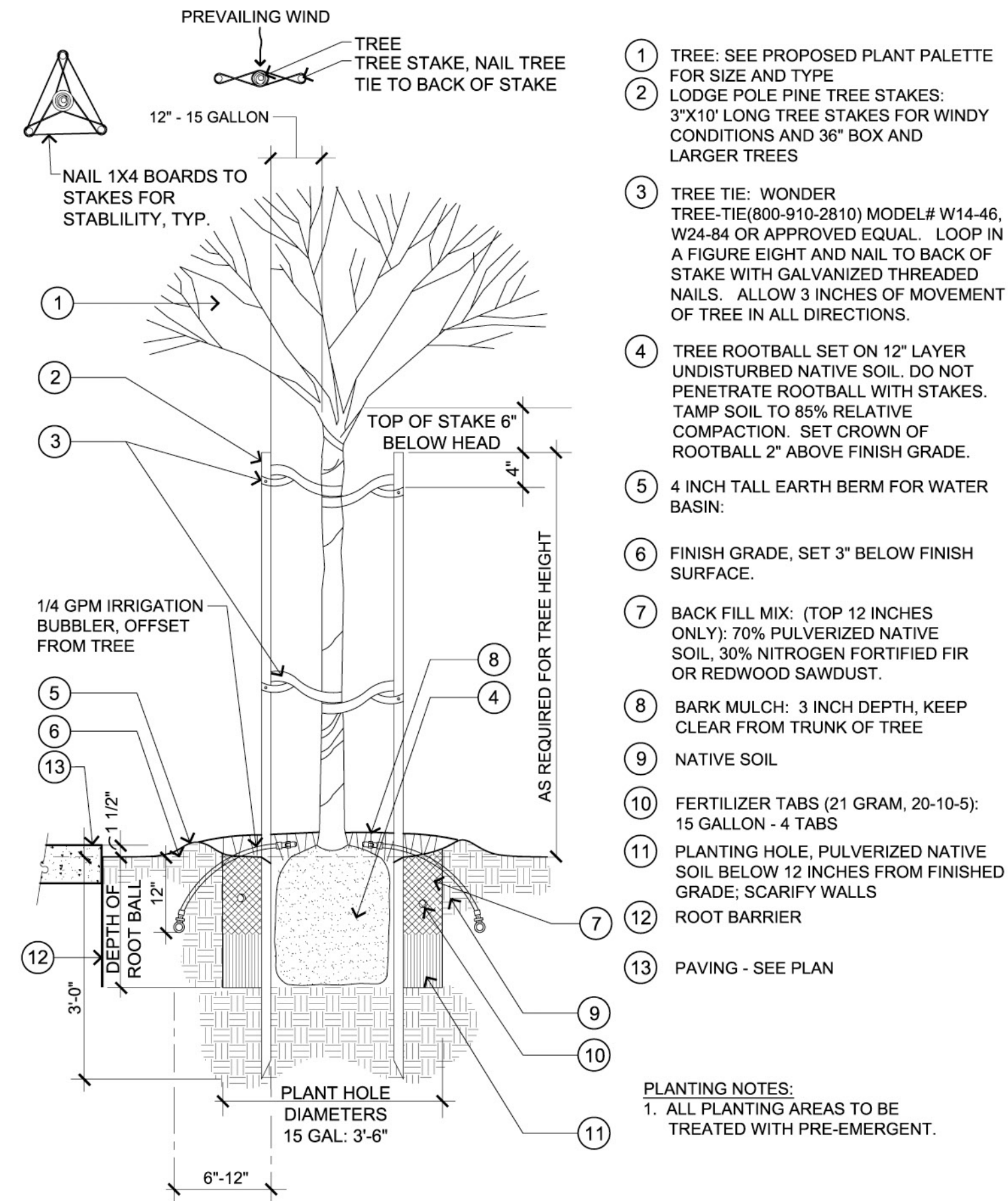
IRRIGATION PLAN

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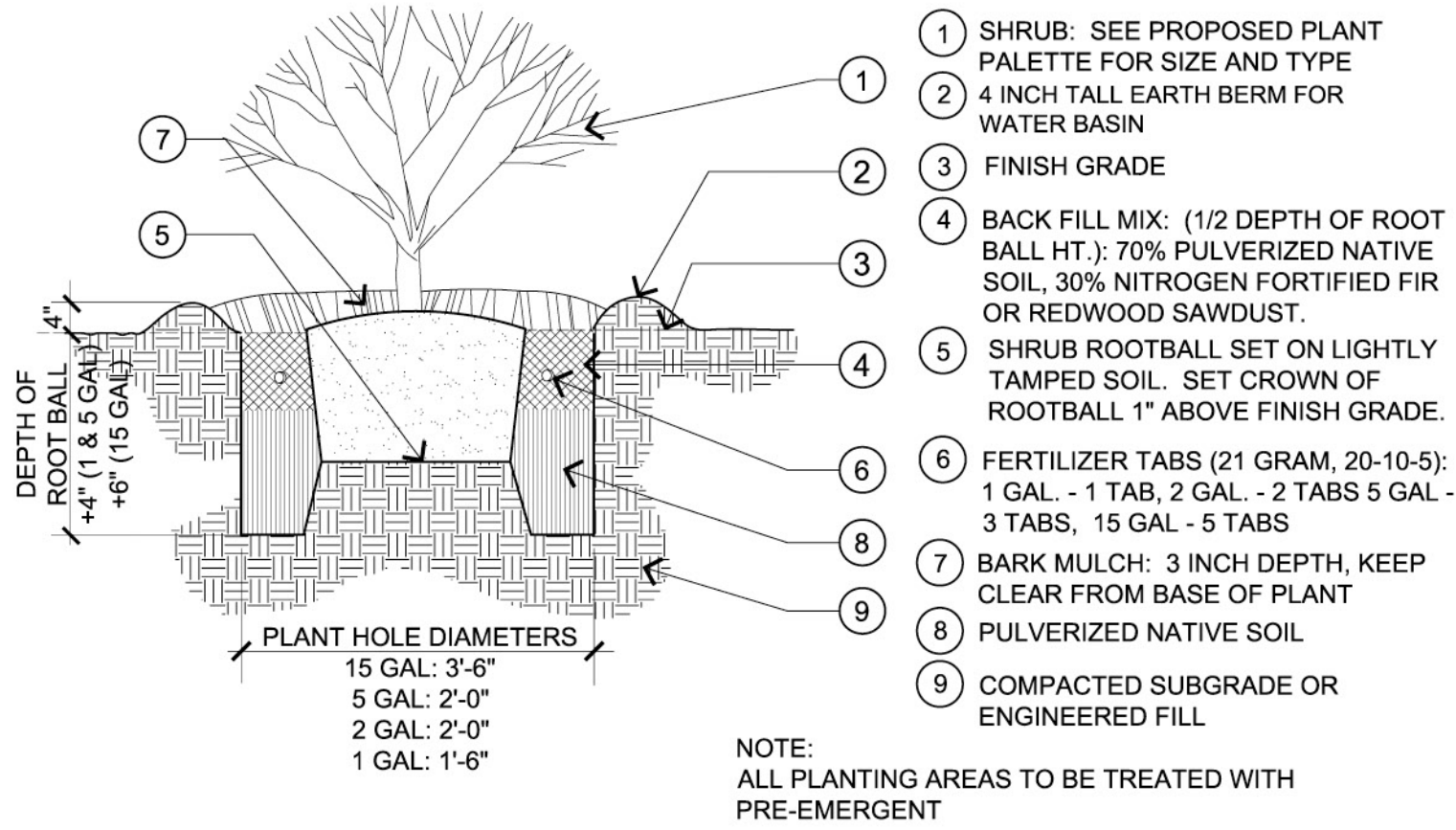
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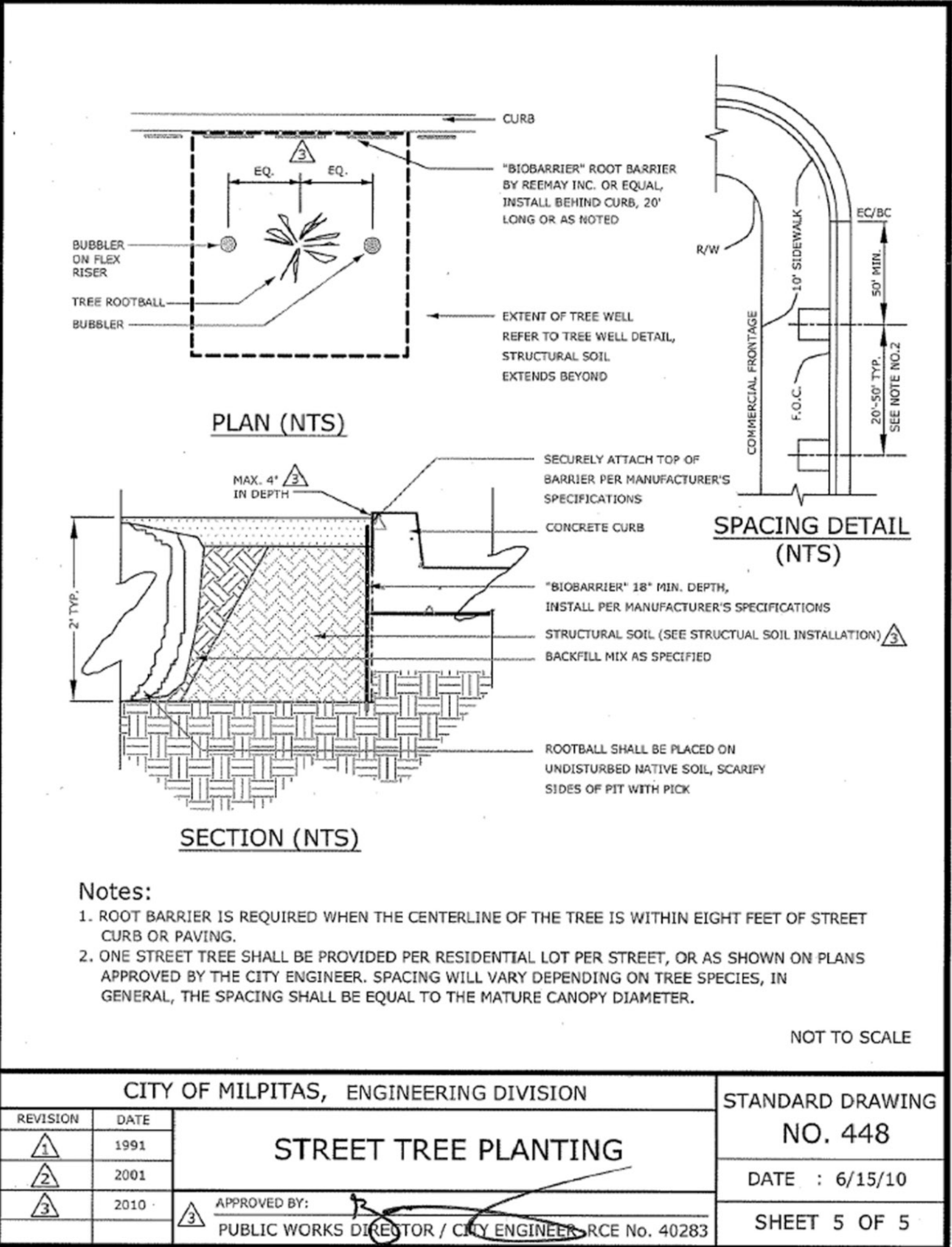
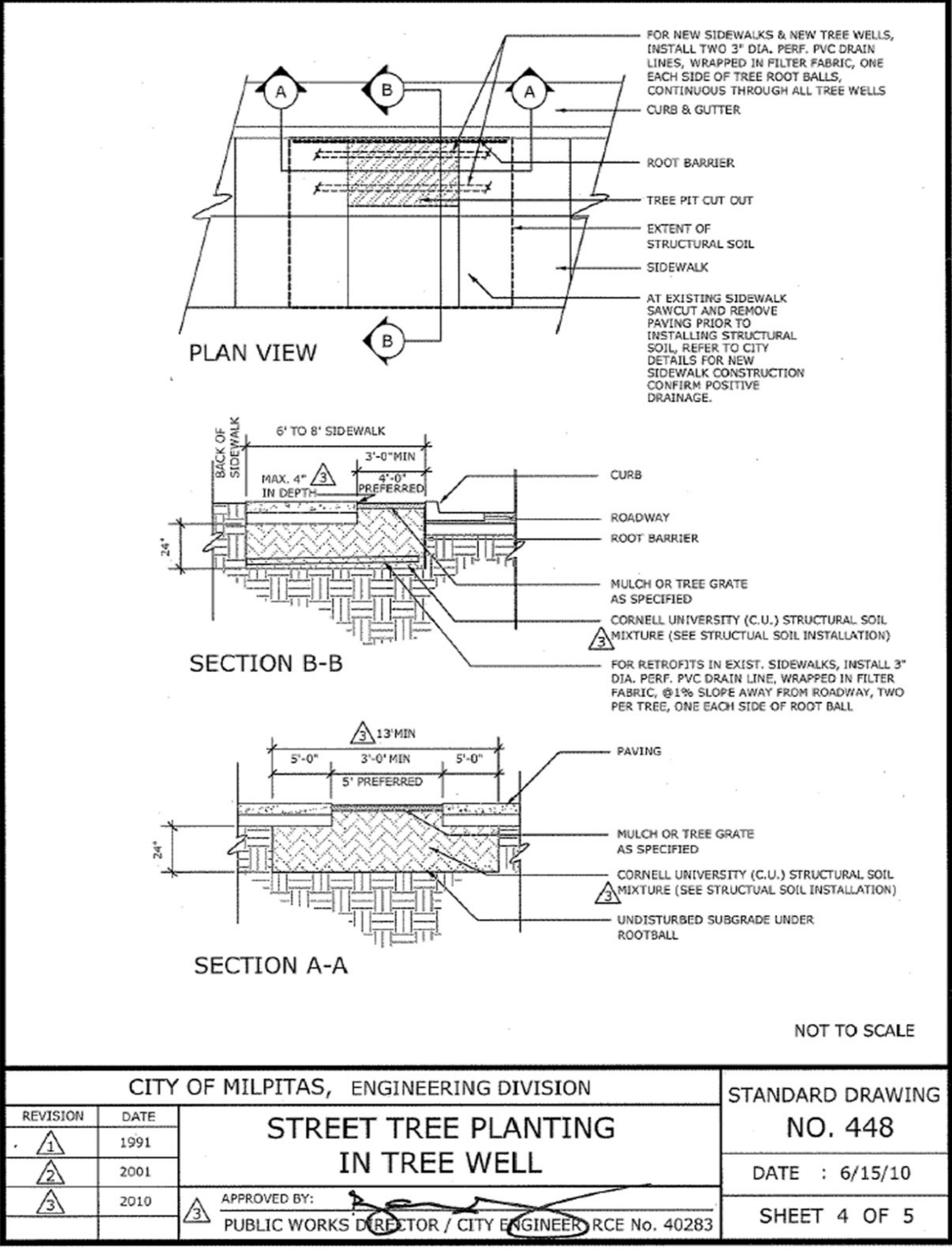
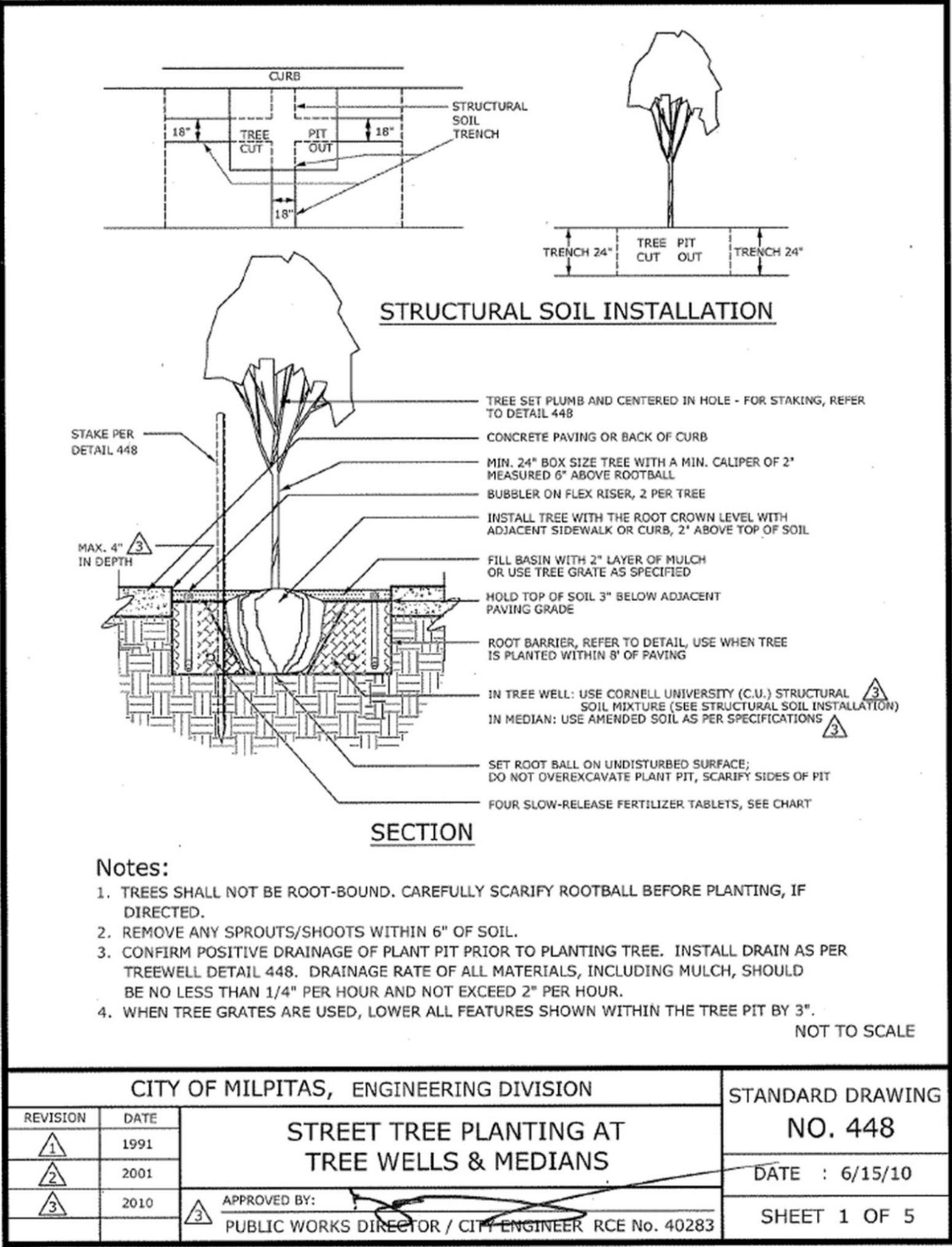
75 SOUTH MILPITAS BOULEVARD
 MILPITAS, CALIFORNIA





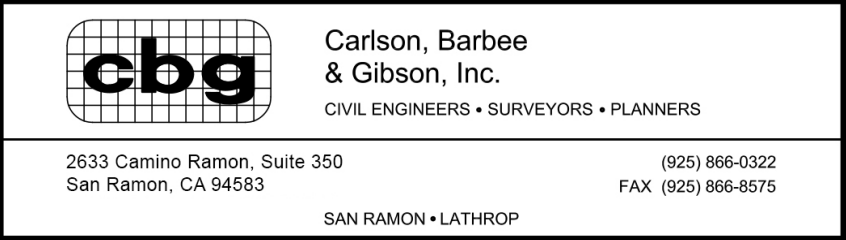
Tree Staking
NOT TO SCALE





PLANTING DETAILS
(PUBLICLY MAINTAINED LANDSCAPE AREAS)

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



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DATE 11-04-14
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925-251-7200

L-12

PROPOSED PLANT PALETTE

SYMBOL	BOTANICAL NAME	COMMON NAME	MINIMUM CONTAINER SIZE	EXPOSURE	COMMENTS	WUCOLS
STREET TREES (South Milpitas Boulevard):						
	ULMUS PARVIFOLIA	ELM	24" BOX	N/A	STANDARD	M
TREES:						
	ARBUTUS 'MARINA'	NCN	24" BOX	N/A	STANDARD	M
	ACER RUBRUM 'NEW WORLD'	MAPLE	24" BOX	N/A	STANDARD	M
	PINUS CANARIENSIS	CANARY ISLAND PINE	24" BOX	N/A	STANDARD	L
	BETULA PENDULA	BIRCH	24" BOX	SUN/SHADE	STANDARD	H
	CHIONANTHUS RETUSUS	NCN	24" BOX	SUN/SHADE	STANDARD	L
	CUPRESSUS SEMPERVIRENS 'GLAUCA'	ITALIAN CYPRESS	24" BOX	SUN/SHADE	STANDARD	L
	LAGERSTROEMIA INDICA 'MUSKOGEE'	LAVENDER CRAPE MYRTLE	24" BOX	SUN/SHADE	STANDARD	L
	MAGNOLIA GRANDIFLORA 'TEDDY BEAR'	MAGNOLIA	36" BOX	SUN/SHADE	STANDARD	M
	PRUNUS SARGENTII 'COLUMNARIS'	NARROW FLOWERING CHERRY	36" BOX	SUN/SHADE	STANDARD	M
	PODOCARPUS 'MAKI'	COLUMN FERN PINE	24" BOX	SUN/SHADE	STANDARD	M
	PYRUS CALLERYANA 'REDSPIRE'	FLOWERING PEAR	24" BOX	N/A	STANDARD	M
	CERCIS CANADENSIS	REDBUD	24" BOX	N/A	STANDARD	M
	TRISTANIA LAURINA	NCN	24" BOX	N/A	STANDARD	L
FOUNDATION SHRUBS:						
	ARBUTUS UNEDO 'COMPAKTA'	STRAWBERRY TREE	5 GALLON	SUN		L
	COLEONEMA PULCHRUM	PINK BREATH OF HEAVEN	5 GALLON	SUN		L
	BAMBOO OLDHAMII	CLUMPING TIMBER BAMBOO	5 GALLON	SUN/ PART SHADE		L
	CORREA SPECIES	AUSTRALIAN FUCHSIA	5 GALLON	SUN/ PART SHADE		L
	LIRIOPE x ALUM 'CHINESE	NCN	5 GALLON	PART SHADE		M
	RAPHIOLEPIS INDICA 'SPRING RAPTURE'	INDIAN HAWTHORN	5 GALLON	SUN/ PART SHADE		L
	ROSMARINUS 'BLUE SPIRES'	UPRIGHT ROSEMARY	5 GALLON	SUN/ PART SHADE		L
INTERMEDIATE SHRUBS:						
	CORREA SPECIES	AUSTRALIAN FUCHSIA	5 GALLON	SHADE/SUN		L
	DIETES VEGETA	FORTNIGHT LILY	5 GALLON	SHADE/SUN		L
	LIRIOPE GIGANTEA	LIRIOPE	5 GALLON	SHADE/SUN		L
	NANDINA DOMESTICA	HEAVENLY BAMBOO	5 GALLON	SHADE/SUN		M
	PHORMIUM SPECIES	NEW ZEALAND FLAX	5 GALLON	SUN		L
	PITTOSPORUM TOBIRA 'WHEELER'S DWARF'	PITTOSPORUM	5 GALLON	SUN/SHADE		L
	ROSA SPECIES	SHRUB ROSE	5 GALLON	SUN		M
FOREGROUND SHRUBS:						
	AGAPANTHUS ORIENTALIS 'STORM CLOUD'	LILY OF THE NILE	1 GALLON	SHADE/SUN		M
	ALOE SPECIES	ALOE	1 GALLON	SUN		L
	HEMEROCALLIS HYBRIDS	EVERGREEN DAYLILY	1 GALLON	SUN		M
	KNIPHOFIA	RED-HOT POKER	1 GALLON	SUN		L
	LAVANDULA 'MUNSTEAD'	ENGLISH LAVENDER	1 GALLON	SUN		M
	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILY	1 GALLON	SHADE		M
	PHORMIUM SPECIES (DWARF)	NEW ZEALAND FLAX	1 GALLON	SUN		L
	SEDUM SPECIES	NCN	1 GALLON	SUN		L
	SENECIO SPECIES	NCN	1 GALLON	SUN		L
GROUNDCOVERS:						
	CORREA REFLEXA 'CAPE CARPET'	AUSTRALIAN FUSCHIA	1 GALLON	SUN/SHADE		L
	GREVILLEA LANIGERA 'COASTAL GEM'	NCN	1 GALLON	SUN/SHADE		L
	LANTANA 'GOLD RUSH'	YELLOW LANTANA	1 GALLON	SUN		L
	LANTANA MONTEVIDENSIS 'PURPLE'	PURPLE LANTANA	1 GALLON	SUN		L
	ROSA 'PEACH DRIFT'	PEACH DRIFT	2 GALLON	SUN		M
	ZAUSCHNERIA SPECIES	PINK GROUNDCOVER ROSE	2 GALLON	SUN		L
	ZAUSCHNERIA SPECIES	CALIFORNIA FUCHSIA	1 GALLON	SUN		L
GRASSES:						
	CALOMOGROTIS FOLIOSA	REED GRASS	1 GALLON	SUN		L
	FESTUCA MAIREI	ATLAS FESCUE	1 GALLON	SUN		L
	MUHLENBERGIA RIGENS	DEER GRASS	1 GALLON	SUN		L
	PENNISETUM 'LITTLE BUNNY'	DWARF FOUNTAIN GRASS	1 GALLON	SUN		L
VINES:						
	FICUS PUMILA	CREEPING FIG	5 GALLON	SUN/SHADE		M
	PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	5 GALLON	SUN/SHADE		M
STORM WATER TREATMENT SHRUBS AND GRASSES:			1 GALLON	MIX EVENLY		
SPECIES/COMMON NAME						
	ARISTIDA PURPUREA - PURPLE THREE-AWN					
	BOUTELOUA GRACIS - BLUE GRAMA					
	CAREX TEMULICOLA - BERKELEY SEDGE					
	CHONDROPETALUM TECTORUM - CAPE RUSH					
	FESTUCA CALIFORNICA - CALIFORNIA FESCUE					
	JUNCUS SPECIES - REED					
	LEYMUS CONDENSATUS - GIANT WILD RYE					
	MELICA CALIFORNICA - CALIFORNIA MELIC					
	MIMULUS SPECIES - MONKEY FLOWER					
	ZAUSCHNERIA SPECIES - CALIFORNIA FUCHSIA					

- MINIMUM TREE CLEARANCE NOTE:
1. SMALL TREES (15' TALL/WIDE) SHALL BE PLACED A MINIMUM OF 6' FROM BUILDINGS AND A MINIMUM OF 2' FROM EDGES OF PAVING, CURBS OR WALLS.
 2. MEDIUM TREES (25' TALL/WIDE) SHALL BE PLACED A MINIMUM OF 10' FROM BUILDINGS AND A MINIMUM OF 3' FROM PAVING, CURBS OR WALLS.
 3. LARGE TREES (ABOVE 25' TALL/WIDE) SHALL BE PLACED A MINIMUM OF 15' FROM BUILDINGS AND A MINIMUM OF 3' FROM PAVING, CURBS OR WALLS.
 4. 5' MINIMUM FROM JOINT TRENCH, WATER LINES, WATER METERS AND FIRE HYDRANTS.
 5. 8' MINIMUM FROM SANITARY SEWER AND STORM DRAINS.

WATER CONSERVATION CONCEPT STATEMENT:

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO MEET CURRENT WATER EFFICIENCY STANDARDS AND STATE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE AB1881 AS REQUIRED BY LOCAL JURISDICTIONS WHILE ACHIEVING THE FOAL OF EFFECTIVELY AND EFFICIENTLY PROVIDING THE LANDSCAPE WITH WATER BY MEANS OF HIGH EFFICIENCY SPRAY IRRIGATION TO THE TURN AND GROUNDCOVER AREAS AND DRIP IRRIGATION BUBBLERS TO RESTRICTED SHRUB PLANTING AND SHRUB MASS PLANTING AREAS AS APPLICABLE.

IRRIGATION SYSTEMS SHALL BE DESIGNED TO ACCOMMODATE RECYCLED WATER WHERE AVAILABLE EITHER CURRENTLY OR IN THE FUTURE AS DIRECTED BY THE LOCAL WATER PURVEYOR. RECYCLED WATER SYSTEMS SHALL BE DESIGNED IN ACCORDANCE WITH LOCAL AND STATE CODES.

IRRIGATION SYSTEMS FOR LANDSCAPES GREATER THAN 5,000 S.F. SHALL HAVE A DEDICATED WATER METER FOR IRRIGATION.

A WATER EFFICIENT LANDSCAPE WORKSHEET SHALL BE INCLUDED WITH HYDROZONE INFORMATION TABLE, WATER BUDGET CALCULATIONS AND IRRIGATION OPERATION SCHEDULES.

A STATE OF THE ART ET BASED SELF-ADJUSTING IRRIGATION CONTROLLER SHALL BE SPECIFIED FOR THIS PROJECT TO AUTOMATICALLY CONTROL THE WATER ALLOCATED TO EACH VALVE GROUPED PER INDIVIDUAL, HYDROZONE (BASED ON PLANT TYPE AND EXPOSURE). THIS SHALL INCLUDE RAIN AND FLOW SENSORS AS APPLICABLE FOR A HIGHER LEVEL OF WATER CONSERVATION.

TREE BUBBLERS SHALL BE INCLUDED ON SEPARATE CIRCUITS TO ISOLATE THE IRRIGATION TO THE TREES AND PROVIDE DEEP WATERING TO PROMOTE A DEEPER ROOT STRUCTURE.

SPRAY IRRIGATION SYSTEMS FOR GROUNDCOVER AREAS GREATER THAN 8' WIDE IN ANY DIRECTION SHALL BE DESIGNED WITH COMMERCIAL SERIES SPRAY HEADS WITH HIGH EFFICIENCY NOZZLES THAT INCLUDE INTERNAL CHECK VALVES AND RPRESSURE COMPENSATION DEVICES. THE HEADS SHALL BE DESIGNED IN A HEAD TO HEAD LAYOUT TO ACHIEVE AN EVEN LEVEL OF PRECIPITATION THROUGHOUT THE IRRIGATION SYSTEM. THE NOZZLES DELIVER WATER AT A MINIMUM 70% EFFICIENCY WITH A LOW PRECIPITATION RATE THAT MATCHES THE INFILTRATION RATE OF THE SOIL.

THE DRIP SYSTEM SHALL INCORPORATE PRESSURE COMPESATING DRIP BUBBLERS WITH 1/4" DRIP TUBES TO EACH PLANT WHICH DELIVERS WATER AT 90% EFFICIENCY AT AN APPLICATION RATE THAT MATCHES THE SOIL TYPE.

WATER USE RATING LEGEND:

EBMUD CATEGORIES OF WATER NEEDS FROM:

PLANTS & LANDSCAPES FOR SUMMER DRY CLIMATES OF THE SAN FRANCISCO BAY REGION BY THE EAST BAY MUNICIPAL UTILITY DISTRICT, 2004

MOD MODERATE WATER
OCC OCCASIONAL WATER
INF INFREQUENT WATER
NONE NO ADDITIONAL WATER

WUCOLS III CATEGORIES OF WATER NEEDS FROM:

UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION, CALIFORNIA DEPARTMENT OF WATER RESOURCES, UNITED STATES BUREAU OF RECLAMATION

H HIGH
M MODERATE
L LOW
VL VERY LOW

CALIFORNIA NATIVE PLANTS (CNP) FOR THE GARDEN BY CAROL BORNSTEIN, DAVID FROSS, BART O'BRIEN

MOD MODERATE WATER
OCC OCCASIONAL WATER
INF INFREQUENT WATER

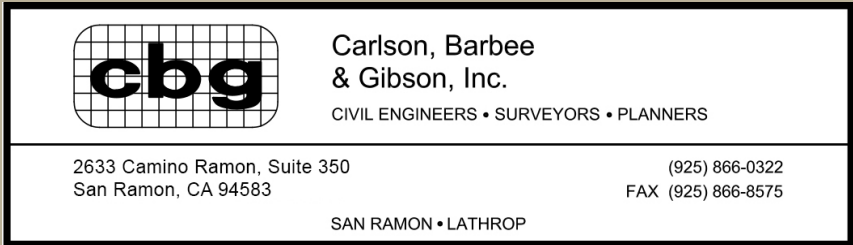
ON-SITE	TOTAL PLANTS	SUBTOTAL PLANTS WITH OCC/INF/NONE/LOW/VERY LOW WATER REQUIREMENTS
PERCENTAGE OF PLANTS MEETING LOW WATER REQUIREMENTS: 94.7% MORE THAN 75% REQUIRED		

MATERIALS LEGEND

SYMBOL	DESCRIPTION
CONCRETE PAVING:	
	NATURAL GREY CONCRETE PAVING WITH VARYING SCORE LINES PER PLAN
CONCRETE PAVING WITH ALTERNATING CONCRETE FINISH:	
	NATURAL GREY CONCRETE PAVING WITH 30" SPACED SCORE LINES AND ALTERNATING FINISH PER PLAN - REFER TO IMAGE SHEET L-5
SCORED CONCRETE PAVING WITH CONCRETE BAND:	
	NATURAL GREY CONCRETE PAVING WITH 24" SPACED SCORE LINES AND 6" CONCRETE BAND PER PLAN
CONCRETE PAVERS:	
	CONCRETE PAVERS - REFER TO IMAGE SHEET L-5
CONCRETE MOWBAND:	
	4" WIDE CONCRETE MOWBAND
PRECAST PAVERS:	
	16"X16" PRECAST CONCRETE STEPPING PAVERS
SEAT WALL:	
	CAST-IN-PLACE NATURAL GREY CONCRETE WITH FORM BOARD PRINT - REFER TO IMAGE SHEET L-5
PLANTER WALL:	
	CAST-IN-PLACE NATURAL GREY CONCRETE WITH FORM BOARD PRINT - REFER TO IMAGE SHEET L-5
WASTE RECEPTACLE:	
	WASHINGTON SQUARE (TOP OPENING) IN STORMCLOUD PERFORATED METAL IN BRONZE FROM LANDSCAPE FORMS (WWW.LANDSCAPEFORMS.COM) - REFER TO IMAGE SHEET L-4
MAILBOX STATIONS:	
	ONE TYPE II REGENCY DECORATIVE CBU WITH "A" SIZE DOORS (MODEL #3312R) AND ONE TYPE III REGENCY DECORATIVE CBU WITH "A" SIZE DOORS (MODEL #3316R). CBU TOPS #3350 WITH FLAT FINIALS AND REGENCY PEDESTALS (TALL OPTION) IN BRONZE FROM MAILBOXES.COM (WWW.MAILBOXES.COM) - REFER TO IMAGE SHEET L-4
STREET LIGHT:	
	CALISTO SERIES IN BRONZE FROM LUMEC (WWW.LUMEC.COM) - REFER TO SITE AMENITIES SHEET L-4
ILLUMINATED BOLLARD:	
	CALISTO SERIES CALB1 IN BRONZE FROM LUMEC (WWW.LUMEC.COM) - REFER TO IMAGE SHEET L-4
REMOVABLE EVA BOLLARDS:	
	R-7901 IN BRONZE FROM RELIANCE FOUNDRY (WWW.RELIANCE-FOUNDRY.COM) - REFER TO IMAGE SHEET L-4
TREE GRATE:	
	R-8811 BOULEVARD COLLECTION TREE GRATE IN BRONZE FROM NEENAH FOUNDRY (WWW.NFCO.COM). - REFER TO IMAGE SHEET L-5
DECORATIVE SQUARE PLANTER:	
	REFER TO IMAGE SHEET L-5

PROPOSED PLANT PALETTE
& MATERIALS LEGEND

75 SOUTH MILPITAS BOULEVARD
MILPITAS, CALIFORNIA



JOB NO. 1189.002
DATE 11-04-14
5865 Owens Drive
Pleasanton, CA 94588
925-251-7200

L-13

MEETING MINUTES

MILPITAS PLANNING COMMISSION Milpitas City Hall, Council Chambers 455 E. Calaveras Blvd., Milpitas, CA

Wednesday, November 12, 2014

- I. PLEDGE OF ALLEGIANCE** **Chair Mandal** called the meeting to order at 7:00 P.M. and led the Pledge of Allegiance.
- II. ROLL CALL/ SEATING OF ALTERNATE** **Commissioners**
Present: Chair Sudhir Mandal, Vice Chair Larry Ciardella, Commissioners Gurdev Sandhu, John Luk, Alternate Member Hon Lien
Absent: Garry Barbadillo and Rajeev Madnawat. Commissioner Morris was absent at roll call and arrived at 7:04 PM.
Staff: Steven McHarris, Johnny Phan, Shaunn Mendrin, Mary Lavelle
- III. PUBLIC FORUM** **Chair Mandal** invited members of the audience to address the Commission and there were no speakers.
- IV. APPROVAL OF MEETING MINUTES** **Chair Mandal** called for approval of the October 22, 2014 meeting minutes of the Planning Commission.
Motion to approve Planning Commission meeting minutes as submitted.
Motion/Second: Commissioner Sandhu/Commissioner Luk
AYES: 4
NOES: 0
ABSTAIN: 1 (Ciardella)
- V. ANNOUNCEMENTS** Planning Director Steve McHarris announced that the November 26 regular Commission meeting is rescheduled to Monday, November 24 at 7:00 PM.
Vice Chair Ciardella congratulated those elected into office and thanked those who stepped up and ran for election. Similar sentiment was expressed by Chair Mandal.
- VI. CONFLICT OF INTEREST** **Assistant City Attorney Johnny Phan** asked if any member of the Commission had any personal or financial conflict of interest related to any of the items on the agenda.

There were no reported conflicts.
- VII. APPROVAL OF AGENDA** **Chair Mandal** asked if staff or Commissioners had changes to the agenda and there were none.
Motion to approve the November 12, 2014 agenda as submitted.
Motion/Second: Commissioner Sandhu/Commissioner Luk

AYES: 6

NOES: 0

**VIII. CONSENT
CALENDAR**

NO ITEMS

IX. PUBLIC HEARING

IX-1 75 SOUTH MILPITAS – 75 South Milpitas Blvd – SD14-0014, PD14-0002, MT14-0002 – a request for a recommendation to City Council to approve a vesting Tentative Map, Site Development Permit and Planned Unit Development for 25 residential units including five live-work units and various grading, landscaping and site improvements on a 1.26 acre lot, as exempt from further CEQA review.

Senior Planner Shaunn Mendrin provided a presentation to review the project details, showing maps with the layout of 25 townhomes including five live-work units on S. Milpitas Blvd. and showed the entry driveway. This development would be adjacent to the Cobblestone residential development to the east with its live-work units located on South Milpitas Blvd. Density would be 20 dwelling units per acre, and 68 parking spaces were proposed with 50 in garages plus eight uncovered guest spaces.

Commissioner Morris inquired about parking space detail. She also asked about water usage and re-used (re-claimed) water for landscaping.

Chair Mandal wanted to know if there were any live-work units in Milpitas to compare to. Staff explained that Cobblestone next to this one was the first project where live-work units are currently being constructed. Mr. Mandal asked if there was a separate Home Owners Association from Cobblestone and staff replied yes.

Commissioner Morris asked about the two year expiration of project approval. Mr. Mendrin responded that it was a standard time frame for approved entitlements to expire if building permits were not pursued.

Applicant Mike Sullivan of SCS Development presented highlights of this modern project his firm was excited to bring to Milpitas, highlighting the mixed-use with the live-work component along South Milpitas Blvd. Buildings would incorporate rooftop solar capability. Efficient lighting would be included, in response to Chair Mandal.

Vice Chair Ciardella inquired about electric vehicle charging stations in garages, and Mr. Sullivan said these would be pre-wired for homeowners.

Chair Mandal opened the public hearing.

Speakers:

Dr. Mimi Yung has a dental practice at 75 S. Milpitas Blvd, Milpitas Dental Care, which helped residents including low-income children. Based on a notice from her landlord, she must relocate her business and needed reasonable time to do so.

Don Nguyen, a tenant at 75 S Milpitas Blvd, felt that senior housing and live-work were not compatible. He was shocked to be handed legal papers to vacate his office in a short time. No one received a notice about the development, and nor of this public hearing. He wanted everyone to be served notice, including small businesses not just the developers. He asked for postponement of approval and asked for six months time

by the building owner to be allowed to move out. He sought help to re-locate his business.

Motion to close the public hearing.

Motion/Second: Commissioner Sandhu/Commissioner Luk

AYES: 6

NOES: 0

Chair Mandal asked about the notification done for this project, and how many days in advance and to whom notices were sent. Staff explained that ten days notification was given to property owners and residents within a specified number of feet proximity, and a sign at the site was posted. Assistant City Attorney Johnny Phan responded that ten days before the hearing, residents and property owners were notified, and signs onsite would have notified businesses at that location.

Developer Mike Sullivan was very concerned with what he heard from a business owner at this site. He had been working closely with the current building owner, and the tenants, who were given 60 or 90 days notice to vacate. He realized he needed to work further with the seller of the property.

Commissioner Luk asked some questions about the tenants, the lease details, and proper noticing. He remarked it was an issue between landlord and tenants.

Commissioner Morris wanted more information about the signs posted on site and what community outreach by staff was done. Planning Director McHarris responded further, with the recent history about the building site. He reported that the Planning Commission has the option to continue this item to respond to the noticing concerns of the business owners.

Attorney Phan explained the authority of the Planning Commission and the City Council, on the issues, but not of the lease details between tenants and land owner. It may be necessary to gather more facts to learn the impact to the community, so that Commissioners could make an informed decision. Mr. McHarris believed there was perhaps inaccurate information or miscommunication regarding the vacancy of the existing building.

Vice Chair Ciardella asked staff if the public hearing was closed, could they hear from people (speakers) again. Attorney Phan said the Commission could vote to re-open the public hearing, if desired.

Vice Chair Ciardella moved, Commissioner Morris seconded, to re-open the public hearing to hear from a tenant. The motion failed on a vote of 3 AYES (Ciardella, Morris, Lien) and 3 NOES (Luk, Sandhu, Mandal).

Chair Mandal supported the project overall while he remained concerned about those who have a business in that building, and those dependent upon those businesses, including medical care. All the facts were needed. He understood that the applicant was willing to work with tenants further so he would like to postpone this item for future consideration.

Commissioner Morris agreed with Chair Mandal, especially to get all the tenant facts.

Vice Chair Ciardella inquired if the Commission postponed to a date uncertain, what date then would be reasonable. Mr. McHarris replied it could be several weeks.

Commissioner Luk stated this was a good project, but what was going on legally between the landlord and tenants, he did not really comprehend. It was a legal issue between landlord and tenant, not for the Commission to decide.

Chair Mandal remarked that the property owner had a right to develop his property. He agreed with Mr. Luk that the City was not involved between the landlord and his tenants. It was necessary to do fact finding, to provide more information to the Planning Commission, and have the applicant sort it out and then return to the commission to reconsider.

Motion to table the project proposal for 75 S. Milpitas Blvd. until an indeterminate time until all are facts and information is gathered, and later presented to the Commission.

Motion/Second: Commissioner Morris/Commissioner Sandhu

AYES: 6

NOES: 0

ADJOURNMENT

The meeting was adjourned at 8:03 PM to the next meeting scheduled on Monday, November 24, 2014 (with no regular meeting planned for Wednesday, November 26).

Motion to adjourn to the next meeting on November 24, 2014

Motion/Second: Commissioner Sandhu/Vice Chair Ciardella

AYES: 6

NOES: 0

*Meeting Minutes submitted by
City Clerk Mary Lavelle*

November 10, 2014

Mayor Jose Esteves, City of Milpitas

Planning Commissioners: Sudhir Mandal (Chair), Lawrence Ciardella (Vice-Chair), Gurdev Sandhu,
Garry Barbadillo, John Luk, Rajeev Madnawat, Demetress Morris, Hon Lien

Subject: 75 S. Milpitas – Conditional Use Permit, Site Development Permit and Planned Unit Development,
November 12th Public Hearing

Dear Mayor and Planning Commissioners:

Currently 75 S. Milpitas is the home of ten businesses: all are small, minority owned and six are women owned. Some of us have been there over 20 years, serving the community in areas of healthcare, technology, insurance, advertising and real estate. Five of us are healthcare providers and provide care for cancer support, mental and dental health and home health services. We support thousands of residents in Milpitas and also provide for over 20 employees.

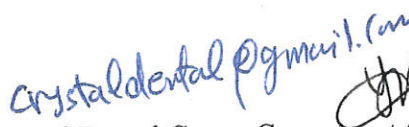
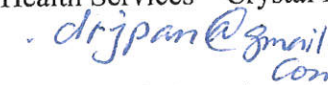
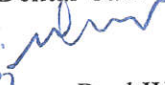
We did not receive any notice from the City about this development nor public hearing, contrary to the Planning Commission Staff Report (page 10 of 11), and became aware only when we were collectively called to a meeting by our landlord on October 31, 2014, to be delivered a 67-day notice to vacate the premise by the first week of January 2015. We are devastated by the proposed development, demolition of the building and home of our businesses, and especially the sudden, short notice to move at the most busy year-end holiday time. Without any doubt, the proposed development has already caused significant impacts and disruption for our businesses, patients, customers, clients and employees.

We understand that this change is unavoidable and seek mitigation measures to reduce impacts to our businesses. We respectfully ask for your consideration as part of these permits, to include conditions to (1) require the developer to provide current tenants reasonable time to relocate within Milpitas, and (2) offer City's assistance with expedited plan review and approval to re-establish our businesses at new locations. A reasonable six-month to May 2015 would provide the sufficient time to find and lease new locations in Milpitas, get plan approvals and procure contractors to construct tenant improvements, move out of the existing spaces, and inform patients, customers, clients and employees to properly transition our businesses and healthcare.

Again, as current tenants and small minority, women owned businesses we come to you at this difficult time of urgent need, and appeal for your help to keep our businesses in Milpitas and continue to serve our community.

Sincerely,

Small Business Owners at 75 S. Milpitas

Milpitas Dental Care Appletree Behavioral Health Services Crystal Dental Care Convergent Consulting
   
New Hope Cancer Care Foundation Rainbow & Associates Real West Properties & Lending
  
Lifeline Home Health IC World Stephanie Vo Insurance

c: Vice Mayor Althea Polanski
 Council Members: Debbie Giodano, Carmen Montano, Armando Gomez
 Council Member Elect: Marsha Grilli, Garry Barbadillo
 City's Planning and Engineering Departments

208 Lifeline
Home Health, Inc.

217 NEW HOPE 新希望
CHINESE CANCER CARE FOUNDATION



210 UNITED CAPITAL GROUP
REALTY & MORTGAGE

210 Rainbow/CV
& Associates

75 S. MILPITAS BLVD.

FIRST LEVEL

108 MIMI H.L. NGO, D.D.S.
MILPITAS DENTAL CARE

115 RealWest PROPERTIES & LENDING

SECOND LEVEL

208 Lifeline Home Health, Inc.

210 UNITED CAPITAL GROUP
REALTY & MORTGAGE

210 Rainbow/CV & Assoc.

212 CRYSTAL DENTAL
Peter Jeong, DDS

216 STEPHANIE VO INSURANCE

217 NEW HOPE 新希望

218 APPLE TREE BHS

220 CONVERGENT CONSULTING

United Capital Group
UCG

BUSINESS HOURS
MONDAY - SATURDAY
9AM-6PM

Tel. # 408-719-9540 Cell # 408-512-9669

220 CONVERGENT
CONSULTING, INC.

115 RealWest
PROPERTIES & LENDING

216 STEPHANIE VO
INSURANCE SERVICES



218 APPLE TREE
BEHAVIORAL HEALTH

212 CRYSTAL DENTAL
Peter Jeong, DDS

Michael Sullivan
Phone: 408-628-4280
mike@srecompany.com

Mr. Steven McHarris
Mr. Shaunn Mendrin
City of Milpitas Planning
455 East Calaveras Blvd
Milpitas, CA 95035

RE: 75 S Milpitas Boulevard: Planning Commission Meeting

Gentlemen:

I am writing to provide an update regarding the tenant concerns that were vocalized in connection with the above-referenced property at our Planning Commission meeting on November 12, 2014. As you are aware, the subject building is approximately 50% vacant; however, the building is still occupied by nine tenants on short term leases. We have once again thoroughly evaluated the leases and we have also met or spoken with eight of the nine tenants and continue to outreach to the remaining tenant. We have personally visited the building twice since last Thursday and have placed calls with the remaining tenant. The following is a summary of the tenant leases, relocation assistance, and tenant outreach to date:

1. **Existing Leases:** All leases are month-to-month, short term leases with the tenants (two had buy-out provisions that were exercised by the owner). The tenants were largely aware that the building was for sale, potentially going to be sold and that they might have to vacate the property. Notice was provided by a process server to vacate the building on October 24th. A minimum of 60-days was provided and many received 90-day notices (beyond the requirements of the lease). I have further offered additional time for all tenants contacted to date well into February as well as my commitment to remain flexible on more time if truly necessary (please see attached spreadsheet w/lease terms).
2. **Relocation Assistance:** We understand that tenants were contacted in October offering relocation assistance by Sofi Choi, Senior Vice President, of Jones Lang LaSalle. I have also introduced all contacted tenants to a broker I am associated with at Mason McDuffie Commercial and we have jointly offered additional relocation possibilities for their consideration. We are working to provide as much assistance as possible to make the relocation transition as easy as possible. Several of the tenants have already located new offices that are now under contract in Milpitas (including the dental practice / the tenant that spoke at Planning Commission). In fact, one of the dental practices has already started construction on a new dental facility in Milpitas.
3. **Tenant Outreach:** We will continue to reach out to tenants through their transition process while offering all resources available. All of the tenants we met with (including dental practice at PC meeting) expressed their appreciation and ability to work within the new schedule that we have proposed.

We are absolutely committed to handling this with transparency and empathy as we work with the business community in Milpitas. We have disclosed to tenants that we anticipate going before Planning Commission on December 10th and City Council in early January. We anticipate support from these tenants as we move forward and we thank staff in advance for helping us meet this schedule. Please let us know if any additional information is required.

Thank you,



Michael Sullivan

75 S Milpitas Blvd Tenant Summary

Tenant	Use	Suite	SF	Term	Notice Required per lease	Notice Provided	Relocation
Vacant	Office	103	2099	-	-		-
Vacant	Office	107	948	-	-		-
Vacant	Office	112	3315	-	-		-
Real West Properties	Real Estate	115	949	Month to Month	30 days	Oct 24 (116 Days)	Plans to relocate
Dr. Ngo/Milpitas Dental	Dental	108	1540	Month to Month	30 days	Oct 24 (116 Days)	Under contract for new condo/relo within Milpitas
Vacant	Office	114	450	-	-		-
Vacant	Office	201	400	-	-		-
Soriano/Lifeline	Real Estate	208	400	Early Termination due to Sale/Tenant payment per lease. Min	90 days	Oct 24 (116 Days)	Currently locating space
Vacant	Office	200	1060	-	-		-
United Capital Group*	Real Estate	216	3023*	Month to Month	30 days	Oct 24 (116 Days)	Planning to retire
Dr. Jeong/Crystal	Dental	212	992	Month to Month	30 days	Oct 24 (116 Days)	Moving to Shappell (under construction;new lease)
En Yong Foundation	Office	218	1594	Month to Month	30 days	Oct 24 (116 Days)	Currently locating space
Stephanie Vo	Insurance	216	300	Month to Month	30 days	Oct 24 (116 Days)	Contacted 2+
Convergent	Consulting	220	1005	Month to Month	30 days	Oct 24 (116 Days)	Currently locating space
Dr Pan/Appletree	Psychologist	220	1195	Early Termination due to Sale/Tenant payment per lease. Min	90 days	Oct 24 (116 Days)	Currently locating space

**tenant uses only a portion of the space shown*

XI-10-13.12 - Live-Work Units

- A. Purpose and Intent. The purpose of this Section is to control and regulate land use activities for the live-work unit. The intent of a live-work unit is to allow small-scale business activities in residential uses which meet certain standards. No portion of the live-work unit may be separately occupied or sold. Live-work uses are allowed one non-residential employee, and a broader range of uses than permitted in Home Occupations, and therefore are subject to granting of a conditional use permit to ensure compatibility.
- B. Applicability. This Section shall apply to existing and new residential development that includes live-work units.
- C. Review Requirements. Live-work units shall require the approval of a Conditional Use Permit, in accordance with Subsection XI-10-57.04, Conditional Use Permits, of this Chapter.
- D. Minimum Performance Standards.
 - 1. A business license and certificate of occupancy shall be obtained for every commercial space within the live-work units.
 - 2. Living space shall occupy a minimum of 60% of the total gross floor area of the unit.
 - 3. The commercial component as designated on the floor plan approved through the conditional use permit shall remain commercial and cannot be converted to a residential use.
 - 4. The residential component as designated on the floor plan approved through the conditional use permit shall remain residential and cannot be converted to commercial use.
 - 5. The commercial component of a live-work unit shall be located on the first floor with the main entry facing the street or common pedestrian space. The residential unit shall have direct interior access to the commercial unit.
 - 6. The residential unit shall provide additional exterior access to the main residential unit that is not through the commercial component.
 - 7. Exterior Appearance: The commercial component of the live-work unit shall have a commercial, store front appearance located on the 1st floor of the home.
 - 8. The commercial component shall be restricted to the unit and shall not be conducted in the yard, garage, or any accessory structure. Commercial outdoor storage use not permitted.
 - 9. Shall demonstrate compliance with parking per Section XI-10-53 for required parking spaces.
 - 10. Sign size, location, illumination and materials, shall be consistent with the architectural building design and approved through a master sign program.
 - 11. Business shall not involve the use of hazardous materials or produce medical or hazardous waste, except those that are below permitted amounts in accordance with the California Fire Code and as amended by the Milpitas Municipal Code V-300-2.10.
 - 12. This use shall be conducted in compliance with all appropriate local, state and federal laws and regulations and in conformance with the approved use permit.
 - 13. All foods must be produced, prepared, packaged, stored, transported, and marketed in compliance with County Department of Environmental Health standards.
 - 14. The commercial use shall not create external noise, odor, glare, vibration or electrical interference detectable to the normal sensory perception by adjacent neighbors.

15. Uses permitted or conditionally permitted within the underlining zoning district apply unless otherwise prohibited in Section XI-10-10-13.(E).

E. Prohibited Uses.

1. Any use not permitted within the underlying zoning district is prohibited along with the following:
 - a. Adult-oriented businesses;
 - b. Astrology;
 - c. Palmistry;
 - d. Massage;
 - e. Sauna or spa;
 - f. Pharmacy or drug store
 - g. Head/smoke/tobacco shop;
 - h. Tattoo and piercing;
 - i. Veterinary services, including grooming and boarding, and the breeding or care of animals for hire or for sale;
 - j. All vehicle related uses such as auto sales, repair, or maintenance of vehicles including boats, motorcycles, or recreational vehicles;
 - k. Places of assembly;
 - l. Group instruction;
 - m. Club or social organization;
 - n. Religious assembly;
 - o. Educational institutions;
 - p. Motion picture theaters; and
 - q. Sit down restaurants

(Ord. No. 38.808, § 4, 5/21/13)



December 4, 2014

Mr. Steve McHarris
Planning and Neighborhood Services Director
455 East Calaveras Blvd.
Milpitas, CA. 95035

Ref: 75 South Milpitas Blvd. Tenant Outreach

Dear Mr. McHarris:

This letter serves as a summary of the Tenant Outreach progress and summary report to City staff following the previous Planning Commission hearing during which concerns were raised on the relocation of current building tenants.

In summary, the Applicant, Mr. Mike Sullivan and his real estate broker together with myself and Jones Lang LaSalle (JLL) support team reached out to all current tenants (although at this time the building is approximately 50% vacant). Outreach and services provided included in person meetings and calls by Mr. Sullivan with/to all tenants, understanding their timeline needs, suitable requirements, providing commercial real estate leasing leads and time extension solutions to better facilitate their transition. All of this was coupled with the JLL leasing solution services for tenants requesting such assistance beginning back in October. We are happy to note Tenants responded well and we believe we have successfully resolved any outstanding concerns.

Mr. Sullivan's efforts coupled with agreements with building Owner, allow tenants needing additional time, on an as-needed basis, to continue their tenancies on premise until mid/latter part of February 2015. Lease modifications will be forthcoming to reflect the time extensions.

In particular, the speakers at the Planning Commission representing Milpitas Dental are now under contract to purchase a medical condominium in Milpitas, with City approved construction plans in hand. They are awaiting close of escrow to commence construction. The Tenant expressed their satisfaction with the Applicant's outreach and appreciates Mr. Sullivan's direct style in problem solving. They are working to extend the tenancy to end of February, 2015. Crystal Dental's new office is already well under construction at this writing. Appletree Services (psychological services) is actively seeking a new space in Milpitas and are very comfortable with the mid February 2015 vacating time frame.



JLL
2300 Geng Road Suite 100 Palo Alto CA 94303
tel +1 650 815 2200 fax +1 650 815 2201

We will continue to monitor the transitional time frames and be in contact with the building tenants to facilitate the going forward process jointly with the property owner and Mr. Sullivan. We would like to thank the staff and city leaders for your valuable time and working with us.

Sincerely,

A handwritten signature in black ink that reads "Sofi Choi".

Sofi Choi
Senior Vice President
Jones Lang LaSalle

Cc: Mr. Shaun Mandrin, City of Milpitas

December 18, 2014

Michael Sullivan
Sullivan Real Estate Company

RE: City Street Tree Plan. Milpitas, California
Proposal for Landscape Architectural Services

Dear Mr. Sullivan:

R3 Studios, Inc. is pleased to submit this proposal to Sullivan Real Estate Company ("Client") for the City of Milpitas Street Tree Plan. ("Project") Milpitas, Santa Clara County, California ("Property"). This proposal includes services for the following areas of the Project;

1. City Street Tree Plan

The proposed scope of work is based on the Citizens Advisory Committee Map and instructions from City staff. R3 Studios, Inc. shall render the following described services to the Sullivan Real Estate Company as outlined within the following:

I. Site Analysis, Preliminary Design Phase:

R3 Studios, Inc. services for the Site Analysis, Preliminary Design Phase shall include the following:

A. Basic Services:

1. Accumulate and review basic and technical data regarding the Project and Property which are available to Client and would be relevant to R3 studios, Inc. services as described in this proposal.
2. Meet with Client and other team members to discuss concepts, budgets, milestone dates, project schedules and priorities; attend meetings with Client, Citizens Advisory Committee and City of Milpitas Planning Department.
3. Site orientation visit to make field notes regarding the existing site and surrounding environment;
4. Review Citizens Advisory Committee map and recommendations.
 - a. Based on information and design requirements, R3 Studios, Inc. shall prepare Preliminary site plan exhibits for review and acceptance by client and agency at appropriate scales consistent with the design theme being developed for the Project and coordinated via meetings with Client and Client's consultants. Exhibits will indicate elements such as general site layout, building footprints and lot lines, common areas including paving area, walkways, sidewalks, parking areas, proposed street tree locations,

R3 Studios, Inc. shall deliver the following exhibits to Client;

- b. Prepare One (1) overall rendered site plan for the proposed street trees, including streets, street names, Buildings, Sidewalks and Common Areas as available. Plan shall utilize Google Earth map as base.
- c. Prepare one (1) sheet illustrating specific installation (planting) details for City Street Trees. Details shall illustrate installation procedures in concrete sidewalk and planting areas.
- d. Prepare one (1) sheet with various notes including site conditions for installation on specific streets, future wayfinding and entry monumentation, coordination with existing and proposed utilities and site furniture.
- e. Attend meetings and hearings including the City of Milpitas staff, Planning Commission Citizens Advisory Committee and City Council hearings;
- f. Provide follow-up administration and continuation of design coordination with Client and consultant team in order to further define the Project direction into the next phase.

Six (6) meetings are included in this Phase. Additional meetings beyond six (6) will be invoiced hourly on a time and material basis consistent with the personnel hourly rates.

Exhibits:

1. City Street Tree Plan, Details and Notes

Deliverables:

- a. **Items b through d above at various scales. Final submittal will be in 11"x17" format.**

II. Agency Review Phase:

R3 Studios, Inc. services for the Agency Review Phase shall consist of the following:

- a. Coordinate landscape services with Client and consultant team members for the purpose of responding to agency plan check comments;

Provide for a maximum two (2) review submittals to the City of Milpitas for the City Street Tree Plan, Details, and notes and revise Exhibits so that they reasonably conform to the satisfaction of the City Planning Department and Citizens Advisory Committee. Exhibit reviews beyond two (2) shall be provided on a Time and Material basis consistent with the hourly personnel rates.

III. Responsibility of the Client:

Client shall provide R3 Studios, Inc. with all reports, existing plans, surveys including locations of any underground pipes, wires, conduits, cables or other structures such as fiber optics, irrigation, wells and all other data relative to the design of the Project and full information as to the Client's requirements. R3 Studios, Inc. shall be entitled to rely upon the accuracy and completeness of the items provided by Client; Client shall review plans, specifications, estimates, and other documents presented by R3 Studios, Inc. and expeditiously render decisions, and give prompt notice to R3 Studios, Inc. at any time Client observes or otherwise becomes aware of any error, omission, or defect in the Project and;

IV. Exclusions:

The following areas are not part of this Project and are excluded from R3 Studios, Inc. Basic Services.

- a. Design of community lighting including photometric plans, wayfinding and community signage;
- b. Improvement Plans;
- c. Utility Design;
- d. Exhibit reviews in addition to two (2).
- e. Design Development;
- f. Construction Documents.

V. Schedule:

R3 Studios, Inc. shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

VI. Sub-consultants:

R3 Studios, Inc. shall retain the following sub-consultants as a part of their services:

- a. None

VII. Payment Schedule:

R3 Studios, Inc. Basic Services compensation is based on current program information and subject to change in actual execution should modifications arise in Project scope;

R3 Studios, Inc. fees shall be billed monthly as time is expended on the project and payable upon receipt by the Client. The Billing Schedule shall be as follows:

City Street Tree Exhibits, details and Notes:

Site Analysis, Preliminary Design Phase:	\$13,500.00
Agency Processing Phase:	\$ 400.00

Professional Services Sub Total: **\$13,900.00**

Total Contract Amount: **\$13,900.00**

R3 Studios, Inc. Basic Services compensation is based on current program information and subject to change in actual execution should modifications arise in Project scope

R3 Studios, Inc. fee shall be billed monthly as time is expended on the project and payable upon receipt by the Client. The Billing Schedule shall be as follows:

Hourly services shall be billed at the following hourly personnel rates:

- | | | |
|----|---------------------|--------------------|
| 1. | Principal | \$ 195.00 per hour |
| 2. | Sr. Project Manager | \$ 135.00 per hour |
| 4. | CAD I Draftsperson | \$ 100.00 per hour |
| 5. | Clerical Staff | \$ 70.00 per hour |

VIII. Reimbursable Expenses

Reimbursable expenses are included in Total Contract Amount

IX. Additional Services

The following items are not included in R3 Studios, Inc. Basic Services. Additional Services beyond R3 Studios, Inc. Basic Services may be provided if requested by the Client and confirmed in writing by R3 Studios, Inc. Additional Services may include the following services:

- a. Revisions to plans/documents when inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or Project budget;
- b. Revisions required by the enactment, interpretation or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- c. Revisions of the plans, specifications, or other contract documents when the revisions are required because instructions by client are inconsistent with approvals or instructions previously given or changes to the Project;
- d. Additional Exhibits or Extensive Changes to the exhibits requested by the City, Client or Agencies above and beyond scope of work listed in section III, including additional exhibits due to changes by the client or client's consultants over the listed quantity or changes in the scope of work that would dramatically affect or alter the site plans;
- e. Providing services not otherwise included in this Agreement nor customarily furnished in accordance with generally accepted landscape architectural practice;
- f. Revisions or changes to existing designs not listed above.
- g. Design Development and Construction Documents;
- h. Additional Landscape Exhibits including Street Tree locations for other City streets not listed in the above.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING VESTING TENTATIVE MAP NO. MT14-0002, CONDITIONAL USE PERMIT NO. UP14-0023, SITE DEVELOPMENT PERMIT NO. SD14-0014 AND PLANNED UNIT DEVELOPMENT NO. PD14-0002 FOR 25 RESIDENTIAL UNITS INCLUDING 5 LIVE-WORK UNITS LOCATED AT 75 SOUTH MILPITAS BOULEVARD

WHEREAS, on August 19, 2014, an application was submitted by Michael Sullivan, SRE Development Company (“Applicant”), at 145 Pine Wood Lane, Los Gatos, CA 95032, for a development proposal for a 25 unit townhouse residential subdivision on a 1.26 acre site with associated site improvements located at 75 South Milpitas Boulevard (“Project”). The property is located within the Town Center (TC) Zoning District (APN: 086-28-050); and

WHEREAS, the Planning Division completed an environmental assessment for the Project in accordance with the California Environmental Quality Act (CEQA), and recommends that the City Council determine this Project is exempt under CEQA Guidelines Section 15332 (Infill Development Project); and

WHEREAS, on November 12, 2014, the Planning Commission held a duly noticed public hearing on the subject application, and considered evidence presented by City staff, the applicant, and other interested parties and continued the proposed Project to a date uncertain to allow time for the applicant to work with the remaining tenants on relocation of their businesses; and

WHEREAS, on December 10, 2014, the Planning Commission held a duly noticed public hearing on the subject application, and considered evidence presented by City staff, the applicant, and other interested parties and adopted a resolution recommending the City Council approve Major Tentative Map No. MT14-0002, Site Development Permit No. SD14-0014, Condition Use Permit No. UP14-0023, and Planned Unit Development No. PD14-0002 for the Project; and

WHEREAS, on January 6, 2015, the City Council held a duly noticed public hearing on the subject application, and considered evidence presented by City staff, the applicant, and other interested parties; and

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

1. The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council finds the proposed Project is categorically exempt under the provisions of the CEQA Guideline Section 15332 (Infill Development Project) because the proposed Project meets the conditions described in that Section based on the Findings of Approval and subject to the Conditions of Approval attached hereto as **Exhibit 1**. As further described in the staff report and in this Resolution:
 - a) The proposed Project is consistent with the General Plan and policies as well as zoning designation and regulations;
 - b) The proposed Project occurs on a site of no more than five acres substantially surrounded by urban uses;
 - c) The proposed Project site has no value as habitat for endangered, rare or threatened species;
 - d) Approval of the proposed Project would not result in any significant effects related to traffic, noise, air quality, or water quality;
 - e) The site can be adequately served by all required utilities and public services.

There is no substantial evidence that the proposed Project will have a significant effect on the environment in that the proposed Project will result in an increase of 25 units which will have a negligible effect on traffic based International Traffic Engineers (ITE) estimates for the Project and credit for the existing office use, since the Project would result in a decrease in traffic impacts (changing from office to residential); the introduction of 25 new housing units on the Project site would not result in significant noise impacts upon adjacent uses, because noise emanating from the proposed residences would be typical of the neighborhood and would not result in a significant change or increase in the existing noise

environment; the Project will be required to comply with Title 24 of the California Government Code which requires that the interior noise levels of multi-family units have an interior noise level of 45 dB DNL or lower; the impact of dust and exhaust generated by grading and excavation of future construction activities is temporary in nature and limited to site preparation and future construction of the new townhouse; the proposed Project would have limited air quality impacts resulting from the minor pollutant emissions related to traffic generated by the proposed Project; the Project will not violate any water quality standards or waste discharge requirements because it will be required to comply with the standard Best Management Practices which regulates discharge into the City's storm drainage system; and the increase in runoff would not be large enough to cause flooding on- or off-site, all projects of this nature are required to comply with the City's standard of approval relating to drainage and runoff. Therefore, it has been determined that the proposed Project is Categorically Exempt under CEQA Guideline Section 15332 (Infill Development Project).

3. Site Development Permit Amendment (Section XI-10-57-03-1(F))

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

As detailed in the staff report and herein, the proposed Project is consistent with this finding because the proposed placement of live-work units facing South Milpitas Blvd. and the shared driveway provides a buffer to the busier street and adjacent commercial bank use. The residential units are buffered from the busier edges of the buildings. The commercial storefronts of the live-work units are compatible with neighboring businesses and the desired Town Center character along South Milpitas Blvd.

II. The project is consistent with the Milpitas Zoning Ordinance.

The proposed Project is consistent with this finding because the site is zoned Town Center and the approved use is permitted in the Town Center designation. As described in detail in the staff report and herein, the proposed Project is compatible and consistent with the surrounding uses and has been found to conform to the zoning district and all development standards with a Planned Unit Development. In addition, the live-work units also conform to performance standards of the Live-Work Ordinance for the commercial component of units.

Development Standards

The proposed Project requires a Planned Unit Development (PUD) to allow a reduced front setback of 10 feet where 20 feet is required. The table below indicates the project setbacks, height, parking and density.

Table 1:
Summary of Development Standards

	Standard	Proposed	Complies?
<u>Setbacks (Minimum)</u>			
Front	20 feet	10 feet	Yes*
Right Side	0 feet	10 feet	Yes
Left Side	0 feet	20 feet	Yes
Rear	0 feet	40 feet	Yes
<u>Density (Maximum)</u>	1-40/acre	20/acre	Yes
<u>Building Height (Maximum)</u>	None	45.5 feet	Yes
*With approval of a Planned Unit Development			

Parking for the project complies with the Milpitas Municipal Code. The following table summarizes the parking required and provided for the project:

Parking Standards

Parking Ordinance	Spaces Required	Spaces provided
25-2 & 3 bedroom units	50	32 - 2 car garages 18 - 2 car tandem
Guest parking (20% of total required)	10	10 uncovered off street parking on site
Live Work Guest	8	8 uncovered off street parking on site
Total	68	68

III. The project is consistent with the Milpitas General Plan.

The proposed Project is consistent with this finding as discussed previously in the staff report, and because the approved use is allowed in the Town Center land use designation. The project furthers the goals and policies of the land use element by creating a live-work environment along South Milpitas Blvd. and providing additional housing to create a compact mixed-use district in the heart of Milpitas.

Specifically, the project supports the following General Plan principles and policies:

Guiding Principles and Implementing Policies	Consistency Finding
<i>2.a-G-2: Maintain a relatively compact urban form.</i>	Consistent
<i>2.a-G3: Provide for a variety of housing types and densities that meet the needs of individuals and families.</i>	Consistent
<i>2.a-G-4: The Town Center will be the “heart” of Milpitas’ civic, cultural, business, and professional life.</i>	Consistent
<i>2.a-I-20: Develop the Town Center as an architecturally distinctive mixed-use complex which will add to Milpitas’ identity and image.</i>	Consistent
<i>2.a-I-21: Require development in the Town Center to conform to the adopted design principles/requirements of the Milpitas Redevelopment Agency.</i>	Consistent
<i>3.d-I-25: Where appropriate, require new development provide public access points to the trail system and/or contribute to staging areas.</i>	Consistent
<i>3.d-I-27: Require sidewalks on both sides of the street as a condition of development approval, where appropriate with local conditions.</i>	Consistent

4. **Conditional Use Permit Amendment (Section XI-10-57-04-1(F))**

I. The proposed use, at the proposed location will not be detrimental or injurious to property or improvements in the vicinity nor to the public health, safety, and general welfare.

As discussed in detail in the staff report and herein, the proposed live-work units and building height of 42 feet will not be detrimental or injurious to the property in that the proposed use and building height is compatible with the new development adjacent to the site. In addition, the live-work units will be required to comply with the operational requirements of Zoning Code Section XI-10-13.12.

II. The proposed use is consistent with the Milpitas General Plan.

See discussion above.

III. The proposed use is consistent with the Milpitas Zoning Ordinance.

See discussion above.

5. Major Tentative Map Findings (Section XI-1-20.01)

I. The tentative subdivision map is consistent with the Milpitas General Plan.

As discussed in detail in the staff report and herein, the subdivision map complies with the TC Zoning District and to the development standards of the General Plan. The proposed Project type, density and size are all consistent with the Town Center General Plan Land Use Designation.

6. Planned Unit Development (XI-10-54.07)

I. Development of the site under the provisions of the Planned Unit Development will result in public benefit not otherwise attainable by application of the regulations of general zoning districts.

As discussed in detail in the staff report and herein, the proposed Project includes a high quality architectural style and finishes, as conditioned, not found in the immediate area and the improved streetscape improvements on Milpitas Boulevard will enhance the pedestrian realm along the project frontage. The proposed Project will be providing live-work units which will provide the opportunity for residents to work from home, while reducing peak hour trips to and from the site. In addition, the applicant will fund the development of a Master Tree Planting Plan and the planting of the first phase of the plan as further described in the Conditions of Approval.

II. The proposed Planned Unit Development is consistent with the Milpitas General Plan.

The proposed Project is consistent with the Town Center designation for residential density and the use and is consistent with other provisions of the General Plan as discussed above.

III. The proposed development will be in harmony with the character of the surrounding neighborhood and will have no adverse effects upon the adjacent or surrounding development, such as shadows, view obstruction or loss of privacy that are not mitigated to acceptable levels.

The proposed Multi-Family Residential development is consistent with the residential Cobblestone project to the south (currently under construction), and existing residential uses to the west of the site and will not have a negative impact on adjacent properties. The proposed buildings will blend with the neighborhood by providing varied setbacks and roof forms and quality materials. The existing banks across the shared access driveway will not be negatively impacted by the Multi-Family Residential buildings since they have been designed to include the live-work units on these frontages.

7. Urgency Ordinance (240.2) Exception.

On August 26, 2014, the City Council adopted Urgency Ordinance No. 240.2 which implemented water use restrictions. Specifically as it relates to this Project, the Urgency Ordinance prohibited the use of potable water for the installation of new landscape unless it is served by Reclaimed Water (5.07). Section 5.08 of the Urgency Ordinance allows the City Council to grant exceptions as needed. The subject site is not located in an area where reclaimed water is currently available for use and therefore they must use potable water for all on-site irrigation. All new developments, especially residential, need to provide landscaping and onsite amenities such as useable open space. Since potable water is the only source for irrigation and landscaping area is minimal, the City Council supports the exemption request and has included a condition requiring the Applicant (Permittee) to tie into reclaimed water should it become available at a future date.

8. The City Council of the City of Milpitas hereby approves Vesting Tentative Map No. MT14-0002, Conditional Use Permit No. UP14-0023, Site Development Permit No. SD14-0014 and Planned Unit Development No. PD14-0002 based on the above Findings and subject to the Conditions of Approval attached hereto as **Exhibit 1** and incorporated herein.

PASSED AND ADOPTED this _____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

EXHIBIT 1

CONDITIONS OF APPROVAL FOR 75 SOUTH MILPITAS BOULEVARD VESTING TENTATIVE MAP NO. MT14-002, CONDITIONAL USE PERMIT NO. UP14-0023, SITE DEVELOPMENT PERMIT NO. SD14-0014 AND PLANNED UNIT DEVELOPMENT NO. PD14-0002 FOR A 25 RESIDENTIAL UNIT DEVELOPMENT INCLUDING 5 LIVE-WORK UNITS

General Conditions

1. **General Compliance.** The applicant and owner, including all successors in interest (collectively “Permittee”) shall comply with each and every condition set forth in this Permit. This Vesting Tentative Map No. MT14-0001, Conditional Use Permit No. UP14-0023, Site Development Permit No. SD14-0014 and Planned Unit Development No. PD14-0002 (collectively “Permit”) shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed and this Resolution has been recorded by the Permittee with the Santa Clara County’s Recorder Office and a copy shall be provided to the Planning Department. **(P)**
2. **Effective Date.** Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the decision-making body approved this Permit. **(P)**
3. **Acceptance of Permit.** Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
 - a. Acceptance of this Permit by Permittee; and
 - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit. **(P)**
4. **Permit Expiration.** Pursuant to Section XI-10-64-06 of the Milpitas Zoning Code, this Permit shall become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Zoning Code, an activity permitted by this Permit shall be deemed to have commenced when the project:
 - a. Completes a foundation associated with the project; or
 - b. Dedicates any land or easement as required from the zoning action; or
 - c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner. **(P)**
5. **Time Extension.** Pursuant to Section XI-10-64.07 of the Milpitas Zoning Code, unless otherwise provided by State law, Permittee shall have the right to request a one-time extension of the Permit if the request is made in writing to the Planning Division prior to the expiration date of the approval. **(P)**
6. **Project Job Account.** If Permittee’s project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee’s private job account is paid in full and the required deposit has been made. Additionally, prior to the issuance of any building permit or occupancy permit, as applicable, Permittee shall pay in full the project account balance and establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit. **(P)**
7. **Notice.** Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the Permittee may file a protest has begun under California Government Code Section 66020(d)(1). **(P)**
8. **Cost and Approval.** Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the project to the sole satisfaction of the City. Additionally, Permittee shall be

solely responsible and liable for the cost to satisfy each and every condition. Permittee shall pay all required fees and charges to City at the rate in effect at time of building permit issuance, or, the rate in effect when the fees and charges are due and paid in full to City. There is no vesting of any fees or charges with the adoption of this Resolution. **(P)**

9. Conditions. Each and every condition set forth in this Exhibit shall apply to the project and continue to apply to the project so long as the Permittee is operating the project under the permits and approvals in this Resolution. **(P)**
10. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. **(CA/P)**
11. Previous Approvals. Permittee shall abide and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit. **(P)**
12. Indemnification. To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the project, including but not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use, or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. **(P/CA)**
13. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Zoning Code. **(P)**
14. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable. **(P)**
15. Permittee shall develop the approved project in conformance with the approved plans approved by the City Council on January 6, 2015, in accordance with these Conditions of Approval. Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, the owner or designee shall be required to apply for review and obtain approval of the City Council or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**
16. Compliance with Fire Department and CA Fire Code. The Project shall comply with the requirements of the Milpitas Fire Department and the CA Fire Code. Changes to the site plan and/or building(s) requires review and approval by the Fire Department. **(F)**
17. Written Response to Conditions. The Permittee shall provide a written response to the Conditions of Approval indicating how each condition has been addressed with the building permit application submittal. **(ALL)**

Project Specific Conditions

18. Relocation. Permittee shall continue to work with the tenants and follow through with the negotiated terms for each tenant for relocation of their businesses from the Project site. Prior to final map approval, all existing tenants shall have been relocated from the Project site consistent with and in accordance with the negotiated terms between the Permittee and the tenant. **(P)**
19. Architecture. Prior to submittal of building permit application, the Permittee shall revise the buildings to address the following:
 - a. Building 801 - Modifications to the front elevation to include the following:
 - i. Units 31, 41 & 51 shall include a metal awning over the second floor balcony windows.
 - ii. Units 31, 41, 51 & 52 shall include a metal awning element over the larger third floor windows.
 - iii. Units 31, 41, 51 & 52 shall have an enhanced cornice treatment on the front parapet including any combination of additional thickness, width and color treatment.
 - b. Windows - All windows located within a stucco wall face shall provide a minimum recess of 1-2 inches to provide a shadow line on the façade.
 - c. First Floor Rear Façade - The first floor rear façade of each building shall be further enhanced to break up the amount of stucco along the first floor and to provide further definition for each unit.
 - d. Stucco - All stucco finishes shall be a smooth sand finish (20/30 grade or smoother).
 - e. All live-work units shall use store front glazing systems for the live work area frontage.
 - f. All garage doors shall have glazing along the top panels to allow visibility into the garages.
 - g. All vent shall be vented through the roof of the units, side venting is not allowed.
 - h. Air Conditioning units shall be placed on the roofs of each townhouse building and shall be screened from view.
20. The ADA parking space adjacent to Building 802 shall include a ramp or lift to provide access from the parking space to the live-work units in Buildings 902 & 901, subject to approval of the Building Official. If C3 areas are modified, Permittee shall provide updated Stormwater Plans and 3rd Party Certification with the building permit application. **(B)**
21. All exterior lighting fixtures shall be used, black and of architectural style to complement the iron railing. Final material, color and design of lighting will be at the discretion of the Planning Division during building permits application review. **(P)**
22. Pedestrian scaled lighting shall be incorporated along South Milpitas Blvd. **(P)**
23. All roof gutter and down spouts to match or compliment house trim. **(P)**
24. All materials, colors, and finishes shall be subject to Planning Division approval during building permits application review. **(P)**
25. Decorative, colored, paving or pavers shall be incorporated at the entryways, and at the corner plaza area. All final materials, colors, and finishes shall be subject to Planning Division approval during building permit and improvement plan review. **(P)**
26. Live-Work Units: The Live-Work Units located within the Project shall comply with the requirements of the Milpitas Zoning Code, and specifically, shall comply with the requirements set forth in Section 10-13.12 of the Milpitas Zoning Code, as may be amended from time to time. Additionally, the Live-Work Units shall comply with the following:
 - a. Commercial windows shall not use dark tinting. Light tinting permitted.
 - b. All the canopies shall be of rectangular shape and utilize a durable material.
 - c. Awnings are not allowed to display signage or logos, nor be internally illuminated.
 - d. Store front wall lighting shall be subject to Planning Staff's approval.
 - e. The roof material shall be a color that compliments the building color.

27. Live-Work Building Signage:

- a. Signage shall be architectural dye cut metal letters.
- b. Signage shall be front illuminated with architectural grade and quality gooseneck lighting or similar style.
- c. Signage shall be located over the storefront door, and awning as shown on the live-work elevation exhibit.
(P)

28. Utilities. The utilities located in front of Building 801 shall be adjusted to minimize the visual appearance of the equipment along the frontage. This may result in the relocation of some utilities to spread them out along the frontage. The landscape plans shall be updated accordingly to provide screening and to minimize the visual appearance of the equipment. (P)

29. Landscaping. A final landscaping plan shall address the following items and it shall be subject to review and approval by the Planning Director prior to issuance of any building permit or off-site improvement plans (whichever occurs first):

- a. The sidewalk treatment on Milpitas Boulevard shall be changed to provide an 8.5 foot wide sidewalk as measured from face of curb and a 4'x6' tree well. The Permittee shall update the plan drawings as needed to indicate compliance with this condition. Some flexibility to tree well locations may be allowed for existing joint trench conflicts.
- b. The planter bed located in the southeast corner of the site shall include landscaping and a tree to match the north side of the guest parking area.
- c. The Permittee shall evaluate the feasibility of adding clumping bamboo in the planter bed along south property line in front of the sound wall.
- d. All street trees along S Milpitas Blvd. and Los Coches Street subject to review and approval of staff during improvement plan review.
- e. The site shall tie to reclaimed water if it becomes available at any time either at the project site or to the adjacent bank sites. (P)

30. Park Fee. Prior to any building permit issuance, Permittee shall pay the City park impact fee estimated at **\$479,955** based on 25 units and .19 acres needed per the City's Subdivision Ordinance. This amount is an estimate only and there is no vesting of any fees. Permittee shall pay the park fee amount in effect at the time of issuance of building permit.

31. Lighting levels/light spill. Permittee shall provide photometric plans for the on-site improvements clearly indicating that the proposed lighting plan does not result in light overspill onto adjacent properties.

32. Public Improvements: Prior to final map approval, the Permittee shall obtain design approval and bond for all necessary public improvements along S. Milpitas Blvd including but not limited to the following:

- a. Utility Relocation: Underground utilities (such as joint trench conduit, utility boxes, etc.) shall be relocated and adjusted as necessary to accommodate a 10' public sidewalk with 4' x 6' tree grates adjacent to the back of curb.
- b. Right of Way. The Permittee shall dedicate all necessary rights-of-way and public easements to the City for the proposed public sidewalk improvements and utilities to the satisfaction of the City Engineer.
- c. Occupancy: All public improvements shall be installed and accepted prior to the issuance of the first Certificate of Occupancy.
- d. City Standards: All design and construction of public and private improvements shall be in compliance with City guidelines and standard drawings. (E)

33. Onsite Improvements.

- a. Orchid Easement. The Permittee shall not encroach in to the existing 5' Landscape Easement along the westerly boundary of the site adjacent to the Orchid development without the written consent of the easement holder. The Permittee shall submit consent to the City prior to building permit issuance.
- b. Site Improvement Plan Set. Prior to any building permit issuance, the Permittee shall submit a complete site improvement plan set, including but not limited to a separate plan sheet for floodplain management, storm water control, emergency vehicle access, and solid waste handling.
- c. Storm Water Control Plan (SWCP). Prior to any building permit issuance, the Permittee shall revise the SWCP to show a single treatment measure for every drainage area. All down spouts shall be shown and labeled. The treatment summary sheet shall be updated.
- d. Raised Planters. Treated runoff from the raised planters adjacent to the public frontage shall be connected directly to the public storm drain system. Treated runoff that is subsequently exposed to pollutants or comingled with untreated runoff shall require further treatment prior to conveyance to the public storm drain. The Permittee shall revise the Storm Water Control Plan to meet this condition.
- e. Utility Meter Layout. The Permittee shall include a detail in the Site Improvement plan set showing the size, dimensions, and layout of all utility meters and associated appurtenances. The layout design shall comply with all separation and access requirements. The Permittee and City staff shall work together to comply with the intent of all separation and access requirements.
- f. Accessibility. The Permittee shall provide an ADA accessible route from ADA parking stalls to all Live-Work units.
- g. Floodproofing. The Permittee shall provide floodproofing for the portions of all structures that are not removed from the Special Flood Hazard Area. The floodproofing details shall be included in a floodproofing submittal with the site improvement plan set and on the floodplain management sheet, subject approval of City Engineer. (E)

34. Transportation & Traffic Engineering:

- a. Street Surfacing. Permittee shall micro-surface the full street width of S. Milpitas Blvd project frontage or as otherwise agreed to with the City Engineer.
- b. Emergency Vehicle Access (EVA) Easement. Prior to any building permit issuance, Permittee shall acquire an EVA access easement adjoining property (TriPointe) for the benefit of the City in order to fulfill the EVA requirements for the development.
- c. Wheel Stops. All on-site parking stalls shall have wheel stops. (E)

35. Utilities: The Permittee shall comply with the following:

- a. Water System. Project shall be served by Santa Clara Valley Water District Zone 2.
- b. Water Service. This project shall be served by master water meters at the connection to the public water system. An on-site water system owned and maintained by the property owners shall serve the development downstream of the master meters. A combined domestic and fire water pipeline is allowed. A separate master meter is required for the Live-work units. Fire hydrants shall be located along the public water main whenever possible. A separate water meter is required for irrigation. Water system shall meet all CDPH and City requirements, including but not limited to design, clearance, construction, and backflow.
- c. Construction Water. A drought ordinance is in effect due to a water supply shortage. Project is required to use recycled water for construction activities such as grading, compaction, and dust control, unless exempt by City Council. Deferred installation of landscape served by potable water and posting of bond may be required unless authorized by exception by City Council.
- d. Sewer Point of Connection. Provide a sanitary sewer manhole at the transition point from private to public.
- e. Public Utilities near Buildings. A City-owned storm drain pipeline runs parallel to and is in close proximity to the southerly property line and a City-owned water pipeline runs parallel to and is in close proximity to the northerly property line. Proposed building foundations shall be located outside of utility easements and shall be designed such that future excavation of the City utility pipeline will not affect building stability.
- f. Service Meter Separation. Water meter vaults shall maintain a minimum separation of four feet from building faces and any on-site piping. Proposed building foundations shall be designed such that future excavation of the City water meter vault will not affect building stability.

- g. Solid Waste Handling. Permittee shall provide sufficient facilities for on-site storage and collection of solid waste and recyclables in accordance with City guidelines. Permittee shall procure sufficient service frequency. The Permittee shall estimate the weekly volume of trash and recyclables, determine container sizes, provide sufficient enclosure space, and include utility hook-ups. Permittee shall provide a Solid Waste Handling Plan showing how materials will be transferred from each dwelling unit to the trash enclosure, address property management responsibility for residential container deployment and collection, and litter management. Permittee shall provide sufficient curb space for all solid waste and recycling carts. Curb space must be designated solely for solid waste collection and cannot also be used for parking. Permittee shall demonstrate that the site plan provides sufficient space for the solid waste vehicle to perform collection. CCRs shall clearly indicate responsibilities of homeowners including but not limited to: cart storage areas, and moving carts to and from cart service areas. CCRs shall clearly indicate the HOA responsibilities including but not limited to: City ordinance requires that HOA is responsible for solid waste service charges at developments served by master water meters; responding and resolving complaints involving litter, dumping, and scavenging; improper cart storage, and mediation between property owners regarding carts. Project is not eligible for yard trims service.
- h. Solid Waste Service. Project shall subscribe to mandatory push and return solid waste service. Plans shall include location of weekly homeowner setouts to insure clearance for vehicle traffic. Show truck turning radius and other clearances on plans to demonstrate that access is sufficient. Curbs and trees on the adjacent property may be obstacles. Plans shall include a detail showing trash and recycle bin size and enclosure interior dimensions. City guidelines allow a minimum of 18 inches between bins and interior curbs; however 36 inches of clearance is necessary to insure ability to place trash in bins and for waste collection driver access to push bins out for service. Plans shall include a reinforced concrete pad in front of the trash enclosure in accordance with City standards.
- i. Phasing. The project is proposed to be constructed in a single phase. No occupancy shall be granted until all units are ready for occupancy.

FEES

- 36. Development Fees: Permittee shall submit the following items with the building permit application and pay the related estimated fees prior to building permit issuance:
 - a. Sewer Needs Questionnaire and/or Industrial Waste Questionnaire
 - b. Water Service Agreement(s) for water meter(s), detector check(s), and double check detector assembly.
 - c. Storm water connection fee of \$21,562 per acre.
 - d. Water, sewer and treatment plant fees will be calculated at the time of building plan check submittal.
 - e. Calaveras Blvd Widening Traffic Impact Fee of \$235 per residential unit (in 2009 dollars) prior to building permit issuance. Fee shall be adjusted per ENR index rate at the time of building permit issuance.

Contact the Land Development Section of the Engineering Division at (408) 586-3328 to obtain the form(s). *The above fees are preliminary estimates and subject to change.* There is no vesting of the fees with the adoption of this Resolution. **(E)**

- 37. Building Permit Automation Fee: Prior to any building permit issuance, Permittee shall pay all applicable development fees, as determined by the City Engineer in accordance with the most current approved fee schedule adopted by the City Council, including but not limited to, connection fees (water, sewer and storm), Transit Area impact fee, plan check and inspection deposit, and 2.5% building permit automation fee as approved by City Council Resolution No. 7590. **(E)**

FINAL MAP

- 38. Community Facilities District (CFD) Annexation: Prior to final map approval, Permittee shall submit an executed consent to annex the subject property into CFD 2005-1 and shall agree to pay the special taxes levied by CFD 2005-1 for the purpose of maintaining the public services. The petition to annex into the CFD shall be finalized concurrently with the final map recordation or prior to any building permit issuance, whichever occurs first. Permittee shall comply with all rules, regulations, policies, and practices established by State Law and by the City with respect to the CFD including, without limitation, the requirements for notice and disclosure to future owners and residents. **(E)**
- 39. Final Map: Prior to issuance of any building permit, the final map shall be recorded. The final map submittal shall meet the following requirements:

- a. Provide a current title report with your final map submittal, not more than 90 days old.
- b. All final maps shall designate all common lots and easements as lettered lots or lettered easements.
- c. The final map shall clearly delineate the project property line and the County right of way line.
- d. All final maps shall be tied to the North America Datum of 1983 (NAD 83), California Coordinate of 1983, zone 3.
- e. Permittee shall dedicate all necessary easements for public utilities, emergency vehicle access, solid waste collection, pedestrian corridors, sidewalks, trails, paths, and public access on the final map for acceptance by the City in compliance with the City's Engineering Guidelines and the approved Tentative Map.
- f. Prior to recordation of any final map, Permittee shall submit to the City a digital copy of the approved final map in AutoCAD and GIS format. **(E)**

40. Homeowners/Property Management Association: Prior to final map approval, Permittee shall establish a Homeowners/Property Management Association ("Association"). The Association shall be responsible for the maintenance of the landscaping, walls, buildings, private street lights, common area and private streets and shall have assessment power. The Association shall manage the onsite water and sewer system and implement the Solid Waste Handling and Storm Water Control Plans. **(E)**

CONSTRUCTION

41. Improvement Plans: Prior to final map approval, Permittee shall obtain design approval and bond for all necessary public improvements, including but not limited to the following:

- a. Removal and installation of new curb, gutter, and sidewalk, median modification or installation, signage and striping, street lights, street trees, fire hydrants, bus stop, and storm, water, and sewer service installation.
- b. All improvements plans shall be prepared using Vertical Datum of 1988 (NAVD 88). The specific city benchmark used for the project shall be indicated on the cover sheet of each improvement plan set.
- c. Plans for all public improvements shall be prepared on Mylar (24"x36" sheets) with City Standard Title Block and developer shall submit a digital copy of the Record Drawings AutoCAD and GIS format upon completion of improvements to the satisfaction of the City Engineer.
- d. Permittee shall also execute a secured public improvement agreement. The agreement shall be secured for an amount of 100% of the engineer's estimate of the construction cost for faithful performance and 100% of the engineer's estimate of the construction cost for labor & materials. The public facilities such as water meters, RP backflow preventers, sewer clean outs, etc., shall be placed so access is maintained and kept clear of traffic. **(E)**

42. Initial Acceptance: All improvements must be installed in accordance with the City of Milpitas standard drawing and specification, and shall be constructed to the City Engineer's satisfaction and accepted by the City prior to issuance of any final certificate of occupancy of any unit. **(E)**

43. Utility Undergrounding: Prior to issuance of the first Certificate of Occupancy (temporary or final), Permittee shall underground all existing wires and overhang utilities and remove all related poles within the proposed development and along all street frontages. All proposed utilities within the subdivision shall also be undergrounded. The improvement plans shall show all existing utilities within and bordering the proposed development, and clearly identify the existing PG&E wire towers and state wire voltage. All utility vaults, boxes, cabinets, and pedestals shall be identified and labeled on the improvement plans. Above ground utility facilities shall be underground, relocated, or screened to the satisfaction of the City Engineer and the Planning Director. **(E)**

44. Joint Trench Relocation: The joint trench shall be relocated in the field, if necessary, to accommodate the approved street layout (sidewalks, trees, streetlights, etc.) to the satisfaction of the City Engineer and the Planning Director. All joint trench structures (vaults, boxes, cabinets, etc.) shall be adjusted to the final grade. **(E)**

45. Encroachment Permit: Prior to any work within the public right of way or City easement, Permittee shall obtain an encroachment permit from City of Milpitas Engineering Division. Prior to installing offsite improvements, Permittee shall obtain an encroachment permit from the City of Milpitas and all necessary encroachment permits from other affected agencies and private parties, including but not limited to, Pacific Gas and Electric, SBC, Comcast, Santa Clara Valley Water District, Santa Clara County road and Airport Department, and Santa Clara Valley Transportation

Agency (VTA). Copies of any approvals or permits shall be submitted to the City of Milpitas Engineering Division as a part of the encroachment permit review. (E)

46. Agency Approval: It is the responsibility of the Permittee to obtain any necessary encroachment permits from affected agencies and private parties, including but not limited to, Pacific Gas and Electric, SBC, Comcast, Santa Clara Valley Water District and Caltrans. Copies of any approvals or permits must be submitted to the City of Milpitas Engineering Division. (E)
47. Construction Schedule: Prior to start of any construction, Permittee shall submit a construction schedule and monitoring plan for City Engineer review and approval. The construction schedule and monitoring plan shall include, but not be limited to, construction staging area, parking area for the construction workers, personnel parking, temporary construction fencing, and construction information signage and establish a neighborhood hotline to record and respond to neighborhood construction related concerns. Permittee shall coordinate their construction activities with other construction activities in the vicinity of this project. Permittee's contractor is also required to submit updated monthly construction schedules to the City Engineer for the purpose of monitoring construction activities and work progress. (E)
48. Demolition: All utilities shall be properly disconnected before the building can be demolished. Show (state) how the water service(s), sewer service(s) and storm service(s) will be disconnected. The water service shall be locked off in the meter box and disconnected or capped at main line in the street if the water meter is not to be used. The sanitary sewer shall be capped at the clean out near the property line or approved location if it is not to be used. The storm drain shall be capped off at a manhole or inlet structure or approved location if it is not to be used. (E)
49. Maximum Slopes: All slopes adjacent to public sidewalks and streets shall be designed to a maximum grade of 4:1 slope. The grading design shall also provide a 1' flat bench at the top and bottom of the slope adjacent to the public sidewalks, streets, or pathways. (E)
50. Tree Removal Permit: In accordance with COMC Chapter 2, Title X (Ord. 201), Permittee may be required to obtain a permit for removal of any existing tree(s). Contact the Public Works Department at (408) 586-2600 to obtain the requirements and forms. (E)
51. Underground Service Alert (USA): Permittee shall call Underground Service Alert (U.S.A.) at (800) 642-2444, 48 hrs prior to construction for location of utilities. (E)
52. Mailboxes: Prior to installation of mailboxes, Permittee shall obtain approval from the US Postal Services and submit documentation to the City for review. Structures to protect mailboxes may be required as a result of the Building, Engineering and Planning Divisions review. (E)

FLOODPLAIN MANAGEMENT

53. Special Flood Hazard Area: The proposed development is located within the Special Flood Hazard Area (SFHA), and, therefore, shall comply with the National Flood Insurance Program (NFIP) Title 44 of the Code of Federal Regulations and the City of Milpitas (City) Flood Plain Management Regulations, City of Milpitas Code (COMC) Title XI Chapter 15. Prior to final map approval or any building permit issuance, Permittee shall obtain a Conditional Letter of Map Revision (CLOMR) or a Conditional Letter of Map Revision based on Fill (CLOMR-F) from the Federal Emergency Management Agency (FEMA), conditionally approving the revised floodplain or the removal of the development from the SFHA. Permittee shall also obtain a Letter of Map Revision (LOMR) or a Letter of Map Revision based on Fill (LOMR-F) and shall provide all elevation certificates prior to final building inspection or issuance of certificate of occupancy for any portion of the development. The proposed grading plan shall comply with the established BFE as determined in the final flood study report, the approved CLOMR or CLOMR-F, or the official FEMA Federal Insurance Rate Map (FIRM). (E)
54. Floodplain Management Ordinance: Per Chapter 15, Title XI of Milpitas Municipal Code (Ord. No. 209.4) the lowest floor elevation (finished floor) of each structure shall be at least one foot above the Base Flood Elevation (BFE). The structure pad(s) shall be properly designed by a registered civil engineer and compacted to meet FEMA's criterion. In addition, the pad(s) shall extend beyond the building walls before dropping below the base flood elevation, and shall

have appropriate protection from erosion and scour. All electrical equipment, mechanical equipment, and utility type equipment servicing the structure shall be located above the BFE, or shall be flood proofed, and shall be constructed to prevent damage from flooding events. Any trailers, modular buildings, or pre-manufactured dwelling units located on this site for periods of time greater than one year, shall be adequately anchored to resist flotation, collapse and lateral movements per Floodplain Management Ordinance. The Permittee's civil engineer shall complete and submit several FEMA Elevation Certificates to the City at different stages of the construction. Flood insurance is required for any construction that is financed with government backed loans. (E)

55. Flood Study: Prior to final map approval or any building permit issuance, Permittee shall submit a Flood Study for the project demonstrating, to the satisfaction of the City Engineer, that the proposed development has NO adverse impact to the surrounding flood plain within the SFHA and to flood carrying capacity of the area. The study should include cumulative effects of existing and proposed developments demonstrating the combined effects will not increase the water surface elevation of the Base Flood (BFE) more than one foot at any point. For the AO Flood Zone, the flood study is required to establish the BFE, and set the building elevation accordingly. The flood study shall be consistent with the requirements in accordance with Title 44 of the Code of Federal Regulations by establishing a hydraulic model and HEC-RAS. (E)
56. Drainage Study: Prior to final map approval or any building permit issuance, Permittee shall submit a final grading plan and hydrologic/hydraulic study prepared by a registered Civil Engineer, consistent with the approved CLOMR. The drainage study shall analyze the existing and ultimate conditions and facilities. The study shall be reviewed and approved by the City Engineer and Permittee shall satisfy the conclusions and recommendations of the approved drainage study. (E)
57. Elevation Certificates: Permittee shall submit an elevation certificate for each lot or structure that is to be removed from the SFHA:
- a. Prior to any grading permit issuance, based on an approved grading plan. This elevation certificate shall contain all proposed grades applicable and shall be required in order to receive community acknowledgement for the CLOMR or CLOMR-F application.
 - b. Prior to building foundation pour, based on finished formwork while the building is under construction. If Permittee intends to apply for a LOMR or LOMR-F prior to finished construction, this elevation certificate shall be submitted after the foundation pour and shall be based on existing finished floor and adjacent grades. It shall be required in order to receive community acknowledgement for the LOMR or LOMR-F application.
 - c. Prior to occupancy of each building or structure, based on finished construction. This elevation certificate shall contain all required finished grades and shall be based on existing information.
 - d. Prior to final occupancy, Permittee shall submit a binder containing all the elevation certificates produced for the each phase of the project. (E)

CLEAN WATER

58. Construction Storm Water Quality: Permittee shall comply with the requirements of the National Pollution Elimination Discharge System (NPDES) permit as administered by the California State Water Resources Control Board (State Board) and the San Francisco Bay Regional Water Quality Control Board (Regional Board). Prior to the issuance of any building, demolition, or grading permit, Permittee shall submit an Erosion and Sediment Control Plan (Erosion Control Plan) as a part of the improvement plan submittal. The erosion control plan shall show all construction best management practices (BMPs) and shall comply with the requirements of the NPDES, the Municipal Regional Permit Order R2-2009-0074 (MRP), and the City's stormwater and urban runoff pollution control standards and guidelines (City's Clean Water Program). Permittee shall ensure that all contractors and sub-contractors install and regularly maintain all construction BMPs as required by the approved erosion control plan, the COMC, and the City's Clean Water Program. (E)
59. Construction General Permit Compliance: Permittee shall comply with the requirements of the Construction General Permit as administered by the State and Regional Boards. Permittee shall obtain a Construction Activities Storm Water General Permit (State Permit) from the State Board. Prior to any construction activities and prior to the issuance of any building, demolition, or grading permit, Permittee shall submit:

- a. a complete Storm Water Pollution Prevention Plan (SWPPP) with the project Waste Discharge Identification Number (WDID) displayed on the cover,
- b. a copy of the approved Notice of Intent (NOI) from the State Board, and
- c. an erosion control plan and a site monitoring plan meeting the satisfaction of the City Engineer.

Permittee shall ensure that all contractors and sub-contractors install and regularly maintain all storm water quality control measures as required by the approved SWPPP, the approved erosion control plan, the COMC, and the City's Clean Water Program.

Prior to final occupancy for any unit, Permittee shall submit an approved Notice of Termination (NOT). For phased occupancy, Permittee shall submit a Change of Information (COI) or an NOT approved by the State Board that removes each phase of occupancy from the boundaries of the State Permit prior to the issuance of occupancy for that phase. Contact the State and Regional Boards for questions regarding your specific project. For general information, contact the City of Milpitas Engineering Division at (408) 586-3329. (E)

60. Post-Construction Storm Water Quality: Permittee shall comply with the requirements of the MRP for post-construction storm water treatment (provision C.3 regarding new development and redevelopment requirements for regulated projects) and the City's Clean Water Program. Permittee shall submit a final, certified storm water quality control plan (SWCP), a SWCP sheet, and a post-construction BMP operations and maintenance plan (O&M) in accordance with the City's Clean Water Program and meeting the satisfaction of the City Engineer. (E)
61. Storm Water Quality Control Plan (SWCP): Prior to final map approval or any building permit issuance, Permittee shall submit a separate final or amended existing SWCP that incorporates post-construction BMPs for the treatment of storm water run off from all areas of the parcels. The SWCP shall incorporate source control, site design, and storm water treatment consistent with the MRP requirements and the City's Clean Water Program.
 - a. The SWCP shall comply with all "Model Conditions of Approval for Stormwater Quality" as shown in the Stormwater Section of the Engineering Plans and Map Procedures and Guidelines, dated July 15, 2010 and are hereby incorporated as conditions of project approval.
 - b. The final SWCP shall be certified by a third party reviewer from the MRP approved list of certifiers. The third party reviewer shall certify that the SWCP complies with the MRP requirements. A list of qualified reviewers can be found at the Santa Clara Valley Urban Runoff Pollution Prevention Plan (SCVRPPP) website at (<http://www.scvrppp-w2k.com/>)
 - c. O&M Plan: The final SWCP shall include an Operation and Maintenance (O&M) Plan, acceptable to the City Engineer, describing the operation and maintenance procedures needed to insure that storm water treatment measures continue to work as intended and do not create a nuisance (including vector control). The plan shall include all BMP details, a location map, a maintenance schedule, and inspection and reporting templates. The treatment measures shall be maintained for the life of the project. The storm water control operation and maintenance plan shall include the Permittee's signed statement accepting responsibility for maintenance until the responsibility is legally transferred.
 - d. O&M Agreement: Prior to final occupancy, Permittee shall execute and record an O&M Agreement with the City for the operation, maintenance, and annual inspection of the C.3 treatment facilities. Permittee shall submit documentation of inspection and maintenance to the City's Utility Section annually for reporting to the Regional Board.
 - e. Permittee shall include language in the approved CC&R providing the City with an annual inspection report in conformance with the approved O&M plan and agreement. If the City does not receive the report, the City will conduct the field inspection and report for the site and the applicant and its successor shall be responsible to pay all associated costs.
 - f. Format: The SWCP shall comply with the City's Standard SWCP formatting policy.
 - g. All permit applications shall be consistent with the applicant's final Storm Water Control Plan and approved special conditions, and shall include drawings and specifications necessary to implement all measures described in the approved Plan. Onsite improvement plans shall show the details and methods of construction for site design features, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants. Site design shall limit directly connected impervious areas. Any changes to the final Storm Water Control Plan shall require Site & Architectural ("S" Zone) Amendment application review.

- h. Storm Water Control Plan Sheet: A plan sheet shall be included in the offsite and onsite improvement plans for Storm Water Control. The sheet will show and label all drainage areas, treatment measures, drainage flow lines, high points, and low points. Each treatment measure shall have an independent drainage area which shall be designated. The sheet will provide sections and details for grading, drainage, and treatment measures. The sheet will include a table correlating the drainage areas to the treatment measures and summarizing the treatment provided.
- i. Storm Water Control Inspection: Prior to initial acceptance of public improvements or initial occupancy for private improvements, the Third Party Certifier of the SWCP shall submit post-construction certification verifying that the post-construction BMPs have been installed correctly and are functioning properly. (E)

UTILITIES

- 62. Utility Protection: All existing public utilities shall be protected in place and if necessary relocated as approved by the City Engineer. No permanent structure is permitted within City easements and no trees or deep-rooted shrubs are permitted within City utility easements, where the easement is located within landscape areas. (E)
- 63. Utility Capacity: The issuance of building permits to implement this land use development will be suspended if necessary to stay within (1) available water supplies, or (2) the safe or allocated capacity at the San Jose/Santa Clara Water Pollution Control Plant, and will remain suspended until water and sewage capacity are available. No vested right to the issuance of a Building Permit is acquired by the approval of this land development. The foregoing provisions are a material (demand/supply) condition to this approval. (E)
- 64. Utility Studies: Prior to final map recordation, Permittee shall submit and obtain approval from the City Engineer of the water, sewer, and storm drainage studies for this development. These studies shall identify the development's effect on the City's present Master Plans and the impact of this development on the trunk lines. If the results of the study indicate that this development contributes to the over-capacity of the trunk line, it is anticipated that the developer will be required to mitigate the overflow or shortage by construction of a parallel line or pay a mitigation charge, if acceptable, to the satisfaction of the City Engineer. (E)
- 65. Utility Modeling: Hydraulic modeling is required to verify the capacity of the adjacent water and sewer system piping and determine points of connection. Permittee shall authorize the City to proceed with hydraulic modeling and the costs of the modeling shall be charged to Applicant's PJ Account. (E)
- 66. Sanitary Sewer Discharge: Prior to any discharge into the sanitary sewer system, Permittee shall obtain all required industrial wastewater discharge approvals from San Jose/Santa Clara Water Pollution Control Plant (WPCP) by calling WPCP at (408) 277-2755. (E)
- 67. Landscaping Ordinance 238: In accordance with the provisions of Chapter 5, Title VIII (Ordinance 238) of the COMC for new or rehabilitated landscaping areas equaling 2500 square feet or greater, the applicant shall:
 - a. Provide separate water meters for domestic water service & irrigation service.
 - b. Provide separate domestic meters for each proposed use (Residential, Food Services, Commercial/Office).
 - c. Comply with all the requirements of Ordinance 238.
 - d. Submit two sets of landscape and irrigation improvement plans to the Building Division with the building permit plan check package. Prior to any building permit issuance, Approval from the Land Development Section of the Engineering Division is required prior to any building permit issuance, and submittal of the Certificate of Substantial Completion is required prior to final occupancy inspection. (E)

Contact the Land Development Section of the Engineering Division at (408) 586-3329 for information on the submittal requirements and approval process. (E)

SOLID WASTE MANAGEMENT & RECYCLING

- 68. Solid Waste Handling Plan (Report): Prior to Final Map approval or any building permit issuance, Permittee shall submit a final Solid Waste Handling Plan that incorporates the following solid waste handling requirements and meeting the satisfaction of the City Engineer:

- a. A description of the Solid Waste Services required for the development per the Development Guidelines for Solid Waste Services (Development Guidelines). The description shall include sizing calculations, type of service (front load bins, roll-off compactors, etc.), size of bins, and level of service (e.g. number of pick ups per week).
 - b. A description of the Solid Waste Operation at ultimate build out and for each phase of the development.
 - c. A detail of the solid waste enclosure designed per the Development Guidelines for Solid Waste Services to house all service described above and all necessary equipment. The enclosure design shall provide adequate access for the solid waste truck, and allocate enough space for the solid waste truck operation without impacting the proposed private street. The access to the location and size of the enclosure shall be designed to the City Engineer's satisfaction and shown on the plans prior to any building permit issuance.
 - d. A solid waste handling plan sheet shall be incorporated in the site improvement plan set containing the enclosure detail, a sizing table, a service table, a description of the solid waste operations, and truck turning templates for collection vehicles.
 - e. The enclosure drains shall discharge to the sanitary sewer line. Storm drain inlets shall be located at least 25 feet away from enclosures to prevent accidental spills from entering storm drains. Enclosures are not permitted within public utility easements.
 - f. The Homeowners Association shall be responsible for solid waste handling. The Solid Waste Handling Plan shall include detailed, step-by-step instructions describing the management of solid waste from generation to disposal. The plan shall demonstrate how recycling and waste will be separately handled and maintained.
 - g. Permittee shall complete the construction of the new trash enclosure to serve the Project prior to issuance of the First Certificate of Occupancy. **(E)**
69. Solid Waste Management: Per Chapter 200, Solid Waste Management, V-200-3.10, *General Requirement*, Permittee shall not keep or accumulate, or permit to be kept or accumulated, any solid waste of any kind and is responsible for proper keeping, accumulating and delivery of solid waste. In addition, according to V-200-3.20 *Owner Responsible for Solid Waste, Recyclables, and Yard Waste*, Permittee shall subscribe to and pay for solid waste services rendered. Prior to issuance of any certificate of occupancy, Permittee shall provide evidence to the City that a sufficient level of trash and recycling service has been secured using a Service Agreement with Republic Services (formally BFI). After Permittee has full occupancy, Permittee shall contact the Republic Services commercial representative to review the adequacy of the solid waste level of services. If services are determined to be inadequate, Permittee shall increase the service to the level determined by the evaluation. **(E)**
70. Recycling Report, Part I: Prior to demolition permit issuance, Permittee's contractor shall submit Part I of a Recycling Report on business letterhead to the Building Division, for forwarding to the Engineering Section. This initial report shall be approved by the City's Utility Engineering and Solid Waste Section (Utility Section) prior to demolition permit issuance. The report shall describe the following resource recovery activities:
- a. What materials will be salvaged?
 - b. How materials will be processed during demolition?
 - c. Intended locations or businesses for reuse or recycling.
 - d. Quantity estimates in tons (both recyclable and for landfill disposal). Estimates for recycling and disposal tonnage amounts by material type shall be included as separate items in all reports to the Building Division before demolition begins.
- Permittee's contractor shall make every effort to salvage materials for reuse and recycling. **(E)**
71. Recycling Report, Part II: Prior to final approval of the demolition permit or any building permit issuance, Permittee shall submit Part II of the Recycling Report to the Building Division for forwarding to the Utility Section in order to confirm the information described on Part I of the Recycling Report, especially materials generated and actual quantities of recycled materials. Part II of the Recycling Report shall be supported by copies of weight tags and receipts of "end dumps." Actual reuse, recycling, and disposal tonnage amounts (and estimates for "end dumps") shall be submitted to the Building Division for approval by the Utility Section prior to inspection by the Building Division. **(E)**
72. Demolished Material Removal: All demolished materials including, but not limited to, broken concrete, asphalt paving, pipe, vegetation, excess earth, building debris, and other unsuitable materials, etc., shall be removed from the job site for recycling or disposal by Permittee's contractor, to the satisfaction of the City Engineer. Permittee's contractor shall, to the maximum extent possible, reuse any useful construction materials generated during the

demolition and construction of the site. Permittee's contractor shall recycle all building and paving materials including, but not limited to roofing materials, wood, drywall, metals, and miscellaneous and composite materials, aggregate base material, asphalt, and concrete. Permittee's contractor shall perform all recycling and/or disposal by removal from the job site. (E)

PLANNING COMMISSION CHANGES

73. Live-Work Units: If allowed by the Zoning Ordinance and approved by the Home Owners Association in the future, the Live-Work units may convert additional living space to commercial. (P)
74. Electrical Wiring – Solar Panels: The Project shall install wiring to allow installation of solar panels for use in the common areas. (P)
75. Electrical Wiring – Auto Charging: The Permittee shall provide the option for wiring for electric car charging within each unit garage. (P)
76. Trail Enhancements (Cobblestone): The Permittee shall install 1-2 benches along the trail connection, enhance the planting (where feasible) and ensure ample lighting. (P)

PUBLIC BENEFIT

77. Master Tree Planting Plan: The Permittee shall fund the development of a Citywide Master Tree Planting Plan and planting of Phase I of the Plan at a public benefit value of \$30,000. The Master Tree Planting Plan shall include a soil analysis in various locations to ensure appropriate tree species and coordination with the Citizens Advisory Committee (CAC). The Permittee and Landscape Architect hired and funded by Permittee shall attend meetings with staff, CAC and City Council. Funding for the planting of Phase I (approximately \$10,000 worth of trees) shall be coordinated with staff. (P)

(P) = Planning

(B) = Building

(E) = Engineering

(F) = Fire Prevention

(CA) = City Attorney

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING GENERAL PLAN TEXT AMENDMENT NO. GP13-0002 TO CREATE A SECTION ENTITLED “GREENHOUSE GAS EMISSIONS REDUCTION STRATEGY” WITHIN THE LAND USE ELEMENT OF THE CITY’S GENERAL PLAN ADDRESSING THE CITY’S ADOPTED CLIMATE ACTION PLAN**

WHEREAS, on February 15, 2011, the Climate Action Plan (“CAP”) project was initiated to streamline environmental review of future development projects in the City of Milpitas (“City”) consistent with the California Environmental Quality Act (“CEQA”) Guidelines Section 15183.5(b) and the Bay Area Air Quality Management District (“BAAQMD”) CEQA Air Quality Guidelines. The CAP identifies a strategy, reduction measures, and implementation strategies the City will use to achieve the State-recommended greenhouse gas (“GHG”) emissions reduction target of 15% below 2005 emissions levels by 2020; and

WHEREAS, on April 10, 2013, the Planning Commission held a duly noticed public hearing on the Climate Action Plan at which time the Planning Commission considered a written staff report as to the proposed application and its conformity with the requirements of the Milpitas Municipal Code, the Negative Declaration, written and oral comments on the Negative Declaration and CAP, and all other oral and written comments presented to it. Based on this evidence, the Planning Commission recommended that the City Council adopt the Climate Action Plan, proposed General Plan Text Amendments (GP13-0002) and the Negative Declaration (Resolution No. 13-014).

WHEREAS, on January 6, 2015, the City Council held a duly noticed public hearing and adopted the Project’s Negative Declaration and adopted Resolution No. 8252 approving the City’s Climate Action Plan.

WHEREAS, the General Plan will be amended by this Resolution to create a section entitled “Greenhouse Gas Emissions Reduction Strategy” within the Land Use Element of the City’s General Plan addressing the City’s Adopted Climate Action Plan;

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council has reviewed and exercised its independent judgment on the environmental assessment completed for the General Plan Amendment to create a section referencing the adopted Climate Action Plan in accordance with the requirements of the CEQA, and State and local guidelines implementing CEQA, and determined that the General Plan Amendment to create a section referencing the adopted Climate Action Plan will not have a significant effect on the environment under CEQA and State and local guidelines implementing CEQA. The General Plan Amendment is not subject to further CEQA review since the General Plan Amendment is covered by the general rule that CEQA applies only to projects, which have the potential for causing significant effect on the environment. It can be seen with certainty that that there is no possibility that the amendment in question may have a significant impact on the environment. The General Plan Amendment references an adopted policy document and restates its goals within the Land Use Element. The adopted Climate Action Plan included an adopted Negative Declaration adopted by the City Council on May 7, 2013, and a Notice of Determination that was filed on May 16, 2013, which are both fully incorporated herein by reference.
3. General Plan Amendment Findings. In accordance with Municipal Code Section XI-10-57.02(G)(1), the City Council further finds that:
 - a. *The proposed amendment is internally consistent with those portions of the General Plan which are not being amended.*

The proposed Greenhouse Gas Emissions Reduction Section will acknowledge the adopted Climate Action Plan and restate its purpose and goals. The Climate Action Plan is a policy document that provides measures to reduce greenhouse gas emissions to 15 percent below 2005 emissions levels by 2020. The proposed amendment does not conflict with other sections of the Milpitas General Plan. The proposed Milpitas General Plan Amendment provides for a description of the Climate Action Plan, its purpose and goals.

Additionally, the proposed General Plan Amendment supports the following Land Use Principles and Policies in the General Plan:

2.a-G-2: Maintain a relatively compact urban form. Emphasize mixed-use development to the extent feasible, to achieve service efficiencies from compact development patterns and to maximize job development and commercial opportunities near residential development.

2.a.G-6: Implement the Midtown Specific Plan goals, policies and development standards and guidelines to create a mixed-use community that includes high-density, transit oriented housing and a central community gather place while maintaining needed industrial, service and commercial uses.

The proposed Greenhouse Gas Emissions Reduction Section acknowledges and restates the purpose and goals of the adopted Climate Action Plan and encourages compact urban growth, mixed use and transit oriented development. The Principles and Policies and their Implementing Policies are consistent.

b. *The proposed amendment will not adversely affect the public health, safety, and welfare.*

The General Plan Amendment is not subject to further CEQA review since the General Plan Amendment is covered by the general rule that CEQA applies only to projects, which have the potential for causing significant effect on the environment. It can be seen with certainty that there is no possibility that the amendment in question may have a significant impact on the environment. The General Plan Amendment references an adopted policy document and restates its goals within the Land Use Element to reduce greenhouse gas emission as recommended by the State of California to improve public health, safety, and welfare. The adopted Climate Action Plan included an adopted Negative Declaration and a Notice of Determination on file with the City. Through the administration of the Climate Action Plan, the City will evaluate an adverse impact the proposed project may have on the public health, safety, and welfare.

4. Based on the foregoing, the City Council of the City of Milpitas hereby approves General Plan Amendment No. GP13-0002, subject to the above Findings and the General Plan Text Amendment attached hereto as **Exhibit 1.**

PASSED AND ADOPTED this ____ day of _____, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

Exhibit 1

General Plan Text Amendment

1. The Milpitas General Plan shall be amended to replace the existing Section 2.6 entitled “Land Use Principles and Policies” with a new Section 2.6 entitled “Climate Action Plan” to read in its entirety as follows:

2.6 Greenhouse Gas Emissions Reduction Strategy

Climate Action Plan

The City is taking a proactive approach in addressing greenhouse gas emission reduction by developing a Climate Action Plan (CAP). The CAP is designed to streamline environmental review of future projects consistent with the California Environmental Quality Act (CEQA), State and local laws implementing CEQA, and the Bay Area Quality Management District CEQA Air Quality Guidelines. The CAP identifies a strategy, reduction measures, and implementation strategies the City will use to achieve the State recommended greenhouse gas emissions reduction target of fifteen percent (15%) below 2005 emissions levels by 2020.

Baseline Greenhouse Gas Emissions

The community greenhouse gas emission inventory found that an estimated 642,050 metric tons of carbon dioxide equivalent (MTCO₂e) were released in the City in 2005, the baseline year. The largest source of emissions was the transportation sector, with approximately fifty percent (50%) of all emissions. The energy sector comprised of approximately thirty-nine percent (39%), solid waste comprised of eight percent (8%), and off-road equipment comprised of two percent (2%).

Projected Greenhouse Gas Emissions Forecast

Emissions in the State overall are expected to grow by 2020 because of population growth, consumption and commercial activity. It is also expected that State required reductions to improve fuel efficiency and Building Code standards for energy conservation will help reduce the forecast. The projected forecast in 2020 for greenhouse gas emissions for Milpitas is 625,520 MTCO₂e.

Greenhouse Gas Emissions Reduction Target

To achieve a fifteen percent (15%) reduction of the baseline by 2020 a reduction of 79,780 MTCO₂e is necessary. The CAP provides a strategy of reducing greenhouse gas emissions by focusing on Existing Activities, Energy, Water, Transportation & Land Use, Solid Waste and Off-Road Equipment. The CAP projects that by 2020 a 16.2 percent (16.2%) reduction in greenhouse gas emissions should occur.

2. The Milpitas General Plan shall be amended to renumber the existing Section 2.6 entitled “Land Use Principles and Policies” to a new Section 2.7. No text changes are made to the new Section 2.7 entitled “Land Use Principles and Policies.”

RESOLUTION NO. 8252**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING
NEGATIVE DECLARATION AND CLIMATE ACTION PLAN**

WHEREAS, on February 15, 2011, the Climate Action Plan (CAP) project was initiated to streamline environmental review of future development projects in the City of Milpitas consistent with the California Environmental Quality Act (CEQA) Guidelines Section 15183.5(b) and the Bay Area Air Quality Management District (BAAQMD) CEQA Air Quality Guidelines. The CAP identifies a strategy, reduction measures, and implementation strategies the City will use to achieve the State-recommended greenhouse gas (GHG) emissions reduction target of 15% below 2005 emissions levels by 2020; and

WHEREAS, on March 20, 2013, the Planning Commission held a study session on the subject application, and considered evidence presented by City staff and other interested parties; and

WHEREAS, on April 10, 2013 the Planning Commission held a duly noticed public hearing on the Project at which time the Commission considered a written staff report as to the proposed application and its conformity with the requirements of Milpitas Municipal Code, the Negative Declaration, written and oral comments on the Negative Declaration and Climate Action Plan, and all other oral and written comments presented to it. Based on this evidence, the Planning Commission recommended that the City Council adopt the Climate Action Plan, adopt the proposed General Plan Text Amendments (GP13-0002), and adopt the Negative Declaration (Resolution No. 13-014); and

WHEREAS, the Planning Division completed an environmental assessment for the project in accordance with the California Environmental Quality Act (CEQA), and the Planning Commission recommended that they City Council adopt the Negative Declaration; and

WHEREAS, consistent with the CAP, a General Plan Text Amendment is proposed, however, since there are limitations on the number of times any single element of the General Plan can be amended, these amendments will be presented for adoption at a later date, coupled with another General Plan amendment effort; and

WHEREAS, on May 7, 2013, the City Council held a duly noticed public hearing to consider adoption of the Negative Declaration, and approval of the Project.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council further determines, finds and certifies as follows:
 - A. Regarding the Project:
 - i. The proposed project is consistent with the General Plan in that the Climate Action Plan supports the policies of the General Plan.

ii. The proposed project will not adversely affect the public health, safety, and welfare in that the Climate Action Plan is a strategic document that proposes reduction of greenhouse gas emissions.

B. Regarding the Negative Declaration:

i. On the basis of the whole record before it, there is no substantial evidence that the project will have a significant effect on the environment.

ii. The negative declaration reflects the lead agency's independent judgment and analysis.

iii. The custodian of the documents and other materials which constitute the record of proceedings for the Project is the City of Milpitas Planning Division located at City Hall, 455 East Calaveras Boulevard, Milpitas, California 95035.

3. The City Council hereby approves and adopts the Climate Action Plan with Negative Declaration.

PASSED AND ADOPTED this 7th day of May 2013, by the following vote:

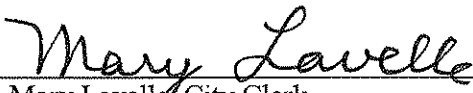
AYES: (5) Mayor Esteves, Vice Mayor Polanski, Councilmembers Giordano, Gomez, and Montano

NOES: (0) None

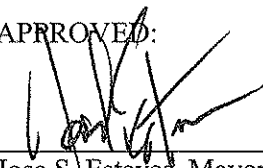
ABSENT: (0) None

ABSTAIN: (0) None

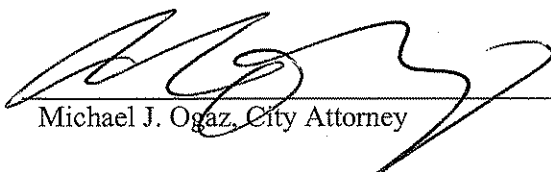
ATTEST:


Mary Lavelle, City Clerk

APPROVED:


Jose S. Esteves, Mayor

APPROVED AS TO FORM:


Michael J. Ogaz, City Attorney

City Clerk's Office

NOV 25 2014

RECEIVED

CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION

*5A

PROVIDE COMPLETE INFORMATION (in black ink)

☐ Mr. ☒ Ms. ☐ Miss

COMMISSION APPLYING FOR ☒

Name: Christine Y. Tran
First Middle Last

Address: 251 Manfred Street Milpitas, CA 95035
Number Street (apt. # if needed) City & Zip Code

Telephone Number(s) 408 480 1870 e-mail address Christine@LumDDS.com

Present Employer Michael Lum DDS Business Telephone 408 262 1710

Business Address 426 E. Calaveras Blvd Occupation office manager

Education: If Youth Advisory Commission applicant, indicate your grade/school

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
<u>San Francisco State University</u>	<u>Human Resources</u>	<u>Class of 2000</u>	<u>B.S.</u>

List community organizations to which you belong or have belonged (additional information may be attached). If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
<u>Dec 2011 - present</u>	<u>Boy Scout Pack #111</u>	<u>Den Leader</u>
<u>Dec 2011 - present</u>	<u>Girl Scout Troop #61067</u>	<u>Troop leader</u>
<u>present</u>	<u>American Red Cross</u>	<u>volunteer</u>

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

I am interested in becoming an Emergency Preparedness Commissioner because I would like to be involved in Milpitas community. Being prepared for any disaster can help our city.
I am CPR + AED certified and have many years of volunteer at the American Red Cross.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Signature [Signature]

Date 11/24/2014

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD.

Mail, email or drop off your completed application to:
City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035; email: mjavelle@ci.milpitas.ca.gov

JAN 03 2014



CITY OF MILPITAS PLANNING COMMISSION APPLICATION

NOTE: Milpitas Municipal Code, Title I Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a **SUPPLEMENTAL QUESTIONNAIRE** in addition to this application form.

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

Name: RAY First MAGLALANG Last
 Address: 1346 LASSEN AVE Street MILPITAS Apt. #
408-262-8425 Telephone Number(s) Raymag72@yahoo.com e-mail address

Are you a registered voter in the City of Milpitas? yes

How long have you lived in Milpitas? SINCE 1986

Present Employer SELF

Business Telephone

Address

REAL ESTATE BROKER
Occupation

Education:

College, Professional, Vocational, or other schools attended

Major Subject

Date

Degree

<u>FEATI UNIVERSITY</u>	<u>ENGINEERING</u>	<u>1976</u>	<u>BSME</u>

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

Date	Name of Organization	Officer / Member
<u>PRESENT</u>	<u>LIONS CLUBS INT'L</u>	<u>PAST DISTRICT GOV</u>
	<u>ST. EULABETH CHURCH</u>	<u>LECTOR / E. MINISTER</u>
<u>CURRENT</u>	<u>COMMUNITY ADVISORY</u>	<u>member</u>
<u>2005</u>	<u>ECONOMIC DEVELOPMENT COMMISSION</u>	<u>member</u>

Briefly describe your personal qualifications that you believe would be an asset (additional information may be attached):

with my background I can read blue prints, layouts and verify if IT FIT TO THE RIGHT area and need of the project. Most need generate employment and enhance the landscape of our city.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Signature

Date

Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail or drop off your completed application to the City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

PLANNING COMMISSION SUPPLEMENTAL QUESTIONNAIRE



(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?

SEE ATTACH ANSWERS TO
QUESTIONNAIRES

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

4. What do you feel are the most pressing planning problems or issues in Milpitas?
How do you think they should best be resolved?

5. Do you have a long-term vision of how you think the City should develop?

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

8. What do you believe should be the focus of the Milpitas Redevelopment Agency and program?

Planning Commission SUPPLEMENTAL QUESTIONNAIRES:

1. Why are you interested in Serving on the Planning Commission:

I have a vision, Milpitas should be recognized as the best landscape, land use statewide. Promote Mixed use, reduce the Bedroom Community development, attract new businesses, build more commercial buildings including R & D.

Recognized where our city of Milpitas by creating tree Habitat, landscapes on all entry way to and from our city. Greening and beautifications.

2. Describe your understanding of how City General plan, Zoning Ordinance and Planning

General plan is a plan of the city or area which establishes Zones of different types of Development uses, Traffic Patterns and future development, housing community, a few mixed use and commercial zones and Open spaces.

3. In what way will your personal or work experience contribute to the role as Planning Commissioner:

As past Engineer, I can read blue prints, layouts, visualize the area to be developed if suit to the general planning, use and a need for our city generating employments.

4. What do you feel are the most pressing planning problems or issues in Milpitas:

Home constructions – We are getting closer to a Bedroom Community being in the area of the Silicon Valley. We should adapt and attract the Mixed use, bring in more and more R & D so we'll have ample supply of high Technocrats.

5. Do you have a long term vision on how you think city should develop?

In the past whenever you are in our neighboring city like Fremont, I see it that whenever they pass by I-880 and they smell the dump, they'll tell you that they are in Milpitas. When you call anchor Hotels they will say San Jose and not Milpitas. You also read some of the letterhead of their business that even if their office address is in Milpitas, they will say "San Jose". We have a recognition, image problem in our city!

6. A major planning problem facing the bay area is shortage of affordable housing. Do you have any thoughts on how the city should address this issue?

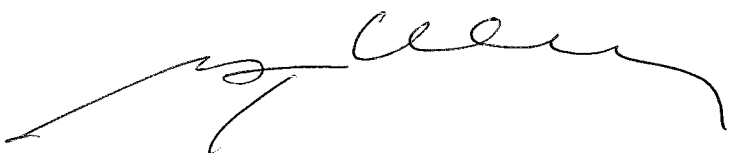
Buy back the lands that was bought by RDA and convert those into Mixed use, add Housing Elements, Apply grants from State and county that will assist and support Affordable Housing.

7. What do you see as the different roles of the city Staff, Planning Comm., City Council:

Staff study, recommend, make EIR report. The Planning study and recommend/forward to City Council for their study, analyze the recommendation of the Planning Commission for city council approval.

8. What do you believe should be focus of the Milpitas RDA and program?

I would recommend to pay back the amount that was bought before by RDA and developed them to the right planning, use and landscape for betterment of our city.



12/16/13

DEC 30 2014

CITY OF MILPITAS PLANNING COMMISSION APPLICATION

RECEIVED



NOTE: Milpitas Municipal Code, Title I Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a **SUPPLEMENTAL QUESTIONNAIRE** in addition to this application form.

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

☐ Mr.

Are you a registered City of Milpitas voter? Yes

☒ Mrs./Ms.

How long have you lived in Milpitas? 23 Years

Name: ZEYA First T Middle MOHSIN Last

Address: 644 N. HILLVIEW DRIVE Number Street (apt. # if needed) Milpitas, CA 95035

Telephone Number(s) 408-946-6199 e-mail address Zmohsin13@gmail.com

Present Employer None Business Telephone

Business Address Pre-School Director/Teacher Occupation

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
Univ. of Karachi, Pakistan	Psychology	1980	BA

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

Date	Name of Organization	Officer / Member
06-2010	Sunnyhills Neighborhood Association	VP
06-2010	Muslim Support Network	VP/Founding officer
02-2003	PTSA MHS	VP

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

By serving on several commissions + organizations, I have learned to work co-operatively, to assess and act upon urgent needs + concerns in the same way I hope to be an asset if appointed to the Planning Commission.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true and that I am a registered voter and a resident of the City of Milpitas.

Zeya Mohsin
Signature

8 Dec 2014
Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Fax (586-3030), e-mail (mlavelle@ci.milpitas.ca.gov), mail or drop off your completed application and supplemental questionnaire to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

1. Why are you interested in serving on the Planning commission?

Answer: I have lived in Milpitas with my family for the past 20 years and have served on many city commissions. I feel with my past work experience I will be an asset to the Planning commission.

2. Describe your understanding of how the city's General Plan, Zoning Ordinance and Planning Procedures effect the development of the community.

Answer: City General Plan is a frame work which establishes an overall direction for the city growth. It is a comprehensive guide to future development.

Zoning Ordinance is a rule for city development and land use policies. Planning Procedures are directed procedures by city's General Plan & Zoning Ordinance. It is important to follow directions for a coherent city development.

3. In what way will your personal or work experience contribute to your role as Planning Commissioner?

Answer: I am a Pre-school director and an educator. I am in constant interaction with young families. I am acutely aware of their needs for housing and community facilities. In my personal life I work with main stream/ethnic non-profit organizations which have given me a broader sense of the community issues.

4. What do you feel are the most press planning problems or issues in Milpitas? How do you think they should best be resolved?

Answer: The most pressing planning problem in Milpitas is affordable housing with easy access to transit. I hope it is resolved by encouraging and expediting the development of Main Street transit corridor.

5. Do you have a long term vision of how you think the city should develop?

Answer: My vision for Milpitas is a city with mixed housing from "Affordable" to "Executive" housing, walking trails, parks and friendly neighborhoods. With special attention to ample parking for high density developments such as townhouses and condominiums.

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts how city should address this issue?

Answer: The shortage of affordable housing is acute in the Bay Area. My thoughts are that the city should work with builders and developers think out of the box:

- City can approve smaller lot sizes for some units thus more housing on fewer lots
- Allow permits for in-laws/ rental units for existing homes

7. What do you see as the different roles of city staff, Planning commission and the City council?

Answer: Role of city staff: Review applications, facilitates permit process, to be a source of information to the Planning commission.

Planning commission: Reviews development plans and use permits should be vigilant in making recommendations to the City council. At the same time work with the General Plan and Zoning Ordinance and be prepared to be creative.

City council is elected members with administrative and legislative powers and a vision for the city.

All collective working for the city.

8. What do you believe should be the focus of the Milpitas Redevelopment Agency & Programs?

Answer: Milpitas Redevelopment Agency's focus should be on promoting Milpitas to business to make it their home. Assisting and facilitating existence business. Maintain list of vacant R&D building. Work with agencies to eliminate blight areas from city (rental units and shopping area).

**CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION**

City Clerk's Office

MAY 30 2014

Planning Commission

COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (in black ink)

☒ Mr.

☐ Mrs./Ms./Miss

Ricardo **Palmer** **Ablaza**
Name: First Middle Last

603 **Carlsbad Street** **Milpitas 95035**
Address: Number Street (apt. # if needed) City & Zip Code

Cell: (408) 316-0793 / Home: (408) 449-5217 **rpablaza@comcast.net**
Telephone Number(s) e-mail address

First Pacific Real Estate **(408) 316-0793**
Present Employer Business Telephone

603 Carlsbad Street, Milpitas CA 95035 **Real Estate Broker / Owner**
Business Address Occupation

Education: If Youth Advisory Commission applicant, indicate your grade/school: _____

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
University of the East, Philippines	Economics	1971	AB Economics
Ateneo de Manila	Pre Med	1969	NA

List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
2009 - present	Economic Development Commission	Commissioner
2008 - 2010	Recycling & Source Reduction Advisory	Commissioner

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

I am both a Residential and Commercial Real Estate Broker. My experience and training are in property valuation, distressed properties, property investment. I am involved in flipping and rehabbing properties which includes experience in design, construction, code, permit process, valuation, sale/purchase, cost control, budget and planning. I can help in growing the development of a class A City of Milpitas.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.


Signature

05/16/2014

Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

CITY OF MILPITAS PLANNING COMMISSION APPLICATION

OCT 29 2014



NOTE: Milpitas Municipal Code, Title I Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a **SUPPLEMENTAL QUESTIONNAIRE** in addition to this application form.

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

☒ Mr.

Are you a registered City of Milpitas voter? Yes

☐ Mrs./Ms.

How long have you lived in Milpitas? 14-15 years

Manpreet	Singh	Badesha
Name:	First	Middle
	2378	Edsel Drive
Address:	Number	Street (apt. # if needed)
	408-205-1663	Milpitas, CA 95035
Telephone Number(s)	badesha@me.com	
	e-mail address	
Present Employer	408-907-8222	
	Business Telephone	
Business Address	Mfg. Manager	
	Occupation	

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
Guru Nanak university Ferozepur, Punjab, India	Eng. and Math, soc.s	03/01/1995	

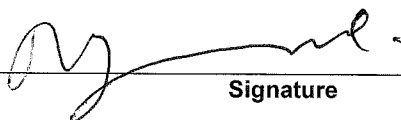
List community organizations to which you belong or have belonged (additional information may be attached).

Date	Name of Organization	Officer / Member
2014	Gurdwara Singh Sabha Milpitas	Member

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

I have experience raising my family in Milpitas and working in Management in last 14 years. I like to serve our Community in my spare time. Furthermore, learning about city programs and providing feedback as needed to improve our city standards.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true and that I am a registered voter and a resident of the City of Milpitas.


Signature

10/20/2014
Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Fax (586-3030), e-mail (mlavelle@ci.milpitas.ca.gov), mail or drop off your completed application and supplemental questionnaire to:
City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

PLANNING COMMISSION

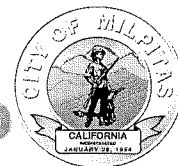
SUPPLEMENTAL QUESTIONNAIRE



(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?
 - Wanted to make a difference also want to have a say in my community.
2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.
 - The local general plan can be described as the city's or county's "blueprint" for future development. It represents the community's view of its future; a constitution made up of the goals and policies upon which the city council, board of supervisors, and planning commission will base their land use decisions.
3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?
 - I have been working in Medical Company 14 years managing mfg. team and facility in Milpitas, including vender's negotiations, cost saving programs, using space effectively, environment programs, etc., so I believe I can share some ideas as needed.
4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should be best resolved?
 - Continue on attracting business and develop to support a balance growth and housing while minimizing traffic impact.
5. Do you have a long-term vision of how you think the City should develop?
 - Good quality of education programs and roads.
6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?
 - Focus on smart growth in different area of the city and have a good balance of affordable housing.
7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?
 - For Planning Commission: Review development application on case by case and come up with proposals as needed.
 - City Council: review and approve planning commission's recommendations.

JUL - 7 2014



CITY OF MILPITAS

PLANNING COMMISSION APPLICATION

NOTE: Milpitas Municipal Code, Title I Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a **SUPPLEMENTAL QUESTIONNAIRE** in addition to this application form.

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

☐ Mr.

Are you a registered City of Milpitas voter? Yes

☒ Mrs./Ms.

How long have you lived in Milpitas? 25 years

Samantha Lynne Beard

Name: First Middle Last

600 S Abel Street #310 Milpitas CA 95035

Address: Number Street (apt. # if needed) Milpitas, CA 95035

408 667-4255

Telephone Number(s) Samantha1330@gmail.com

None

Present Employer Business Telephone

Business Address

Occupation

Education:

College, Professional, Vocational, or other schools attended

Major Subject

Date

Degree

University of California, Irvine	Political Science	03/01/2008	Bachelors
University of Phoenix	Business	10/01/2010	Masters

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

Date	Name of Organization	Officer / Member
12/2010 - Present	Community Advisory Commission	Chair

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

I am a long time resident of Milpitas and have enjoyed growing up in this city with provides multiple options for our youth to grow and become a member of our community. Since serving on the Community Advisory Commission for 4 years I am interested in the future of our City and how we can grow while maintaining Milpitas' identity as a city who's citizens support one another. I plan to volunteer with the City for many years to come and I would love to be part of our planning process for future generations.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true and that I am a registered voter and a resident of the City of Milpitas.

June 4th, 2014

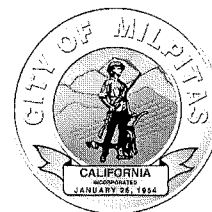
Signature

Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

e-mail (mlavelle@ci.milpitas.ca.gov), mail or drop off your completed application and supplemental questionnaire to:



PLANNING COMMISSION

SUPPLEMENTAL QUESTIONNAIRE

(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?

I am interested in serving the City of Milpitas to assist with our future growth and development. I would like to learn more about how the Planning Commission works together with businesses to ensure that we are keeping Milpitas a desirable and profitable place to live.

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

The City's General Plan is the long-range plan and vision for the City of Milpitas. It also outlines the policies and procedures to develop our community in an orderly manner. The zoning ordinance separates the land usage to identify how this area can best be used to serve the citizens of Milpitas. The planning procedures breakdown the general plan to identify what will be needed in each phase of the planning and development process. Together the zoning ordinance and general plan are consistent to ensure state laws are abided by.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

As a long time resident of Milpitas who has served on the Youth Advisory Commission and Community Advisory Commission, I have had the opportunity to hear from citizens to understand the priorities for our residents. My experience allows me to use these roots to ensure that the planning commission is making the best decisions for life-long residents. I am experienced in business and marketing and would be happy to help in anyway that is directed by the Planning Commission.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should be best resolved?

One of the most pressing issues in Milpitas is the implementation of the transit area specific plan. This will affect many residents in Milpitas positively so I would like to focus on communication to our citizens to ensure the project is developed in an orderly manner as outlined by the City's General Plan. Also, I would focus on working with developmental communities, approving project and working with staff to ensure there is a comprehensive outline. Another area that can be developed is the City of Milpitas Midtown Specific Plan to ensure that we are approving businesses that will better our community.

5. Do you have a long-term vision of how you think the City should develop?

The City of Milpitas should be developed consistent with the general plan guidelines. It is imperative that we maintain a well-balanced community, which will benefit our long standing residents and attract new residents. My goal would be to listen to the needs of the City from citizens, staff and the City Council and make recommendations that are aimed to improve the circumstances for all.

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

The City of Milpitas should continue to implement the current and any proposed housing element policies and programs to support affordable housing opportunities for all Milpitas residents. These affordable housing policies and programs should allow for a variety of housing types to accommodate for various income level throughout Milpitas.

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

The City Staff implements the policies and ordinances adopted by the City Council. The Planning Commission serves as a land use advisory role to the City Council. The City Council are comprised of elected officials who reviews the recommendations from the Planning Commission and reviews recommendations of the City Staff and Planning Commission to establish city wide policies.

DEC 08 2014



CITY OF MILPITAS PLANNING COMMISSION APPLICATION

RECEIVED

NOTE: Milpitas Municipal Code, Title I Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a **SUPPLEMENTAL QUESTIONNAIRE** in addition to this application form.

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

Name: First (Larry) Lawrence Middle John Last Ciardella
 Address: Number 634 Street Santos Ct Apt. # Milpitas
 Telephone Number(s) e-mail address
 Are you a registered voter in the City of Milpitas? Yes How long have you lived in Milpitas? 46 years

Present Employer Retired Business Telephone
 Address Occupation

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
College of San Mateo	Business	1965	
U.S. Air Force Fire Suppression		1968	

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

Date	Name of Organization	Officer / Member
	See Attached	

Briefly describe your personal qualifications that you believe would be an asset (additional information may be attached):

See Attached

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Signature

12/6/14
Date

Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD
 Mail or drop off your completed application to the City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

Community Organizations

2014	Rotary Club Of Milpitas	member
2014	Milpitas Chamber Of Commerce	board member
1982	Spring Valley Volunteer Fire Dept	Safety Officer

Personal Qualifications

Garden Center owner

Planning Commissioner City Of Milpitas

Scenic Corridor Committee

Hillside Ordnance Review Committee

Community Advisory Commission

PLANNING COMMISSION

SUPPLEMENTAL QUESTIONNAIRE



(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?

*see Attached
1-8*

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

4. What do you feel are the most pressing planning problems or issues in Milpitas?
How do you think they should best be resolved?

5. Do you have a long-term vision of how you think the City should develop?

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

8. What do you believe should be the focus of the Milpitas Redevelopment Agency and program?

Larry Ciardella

Supplemental Questionnaire

1. I have been a Planning Commissioner for 11 years now. I enjoy bringing my experience as a Commissioner to other commissioners. Staff has changed over the years and the insight I can bring to them. The City's history sometimes helps staff also. I enjoy the infill projects, which are so important to the City. As you know I have a very high work ethic and I feel that is important to be a Planning Commissioner. To support the City on special ribbon cuttings, ground breaking and other City functions. Join other organizations to help in supporting the City.
2. The City's General Plan, Zoning Ordinance, Planning procedures help the Commissioners with a road map. It is easy, just follow the road. When there is a new direction the City would like to take, we are the ones that will recommend to City Council, as you know then it up to you.
3. My work experience in my business. Scenic Corridor Committee, Hillside Ordinance Review Committee, Community Advisory Commission, Planning Commission first 5 years with such projects as the Great Mall, and McCarthy Ranch, last 6 years with the Planning Commission doing infill and the very large Transit Area Specific Plan, B A R T.
4. Traffic, Monique Express Way, Calaveras Blvd. Monique should be fixed when the new lane is added to it. Calaveras could be fixed by adding another lane over the rail road tracks. The State should take a lead on this, but the City should put this as a priority.
5. I think that the city is proceeding very well. McCarthy Ranch is still very open to business and manufacturing. The T A S P area is very exciting putting people on transit. B A R T. California Circle is a aging business center that will hopefully be hotels, convention center. Main street south.
6. We have had several projects come through the City. As a Planning Commissioner I voted yes to bring these projects to the City. Went on a affordable housing tour last year in Milpitas. It was nice to see all these projects when they were completed.

If the City is serious then the developers should help foot the bill

7. City staff's job is to bring the projects to the Planning Commission with there recommendation. It is the job of the Planning Commissioner's to recommend to the City Counsel. It is the job of the City Council to represent the voters of Milpitas.
8. Since the Redevelopment Agency is gone, the City has to take steps to secure other funds to make or help new projects that the city needs. This would mean developer fee's, but the developers need to be compensated by the City by higher density bonus.

DEC 09 2014

CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION

RECEIVED

Veterans Commission
Youth Advisory Commission
Others

PLANNING COMMISSION

COMMISSION APPLYING FOR ☐

PROVIDE COMPLETE INFORMATION (in black ink)

☐ Mr.☒ Mrs.☐ Miss

Name: EVELYN QUEDADO CHUA
First Middle Last

Address: 929 COVENTRY WAY, MILPITAS, CA 95035
Number Street (apt. # if needed) City & Zip Code

Telephone Number(s) 408-946-7076 e-mail address CHUA4EVELYN@YAHOO.COM

Present Employer SILICON VALLEY BANK 408-654-5074
Business Telephone

Business Address 3033 TASMAN AVENUE, SANTA CLARA 95054 OPERATIONS ANALYST
Occupation

Education: If Youth Advisory Commission applicant, indicate your grade/school: N/A

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
<u>FAR EASTERN UNIVERSITY, MANILA, PHIL.</u>	<u>B.S. MEDICAL TECH</u>	<u>1968</u>	<u>B.S. M.T.</u>
<u>GOLDEN GATE UNIVERSITY, S.F., CA</u>	<u>HUMAN RESOURCES</u>	<u>2009</u>	<u>M.S. H.R.</u>

List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
<u>1996</u>	<u>CITY OF MILPITAS, COMMUNITY ADVISORY COMMISSION</u>	<u>MEMBER</u>
<u>2001</u>	<u>" " " PLANNING COMMISSION</u>	<u>MEMBER</u>
<u>2013</u>	<u>" " " EMERGENCY PREPAREDNESS</u>	<u>MEMBER</u>

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

TRULY BELIEVE IN SERVING THE COMMUNITY AND HAS PROVEN
TRACK RECORD OF DOING SO. HIGHLY SKILLED IN RESOURCE MANAGEMENT, EXCELLENT
CLIENT SERVICE DELIVERY, OUTSTANDING PROCESS IMPROVEMENT AND INITIATIVES
EXCELLENT MEMBER IN A TEAM AND EFFECTIVE LEADER. ALWAYS READY
TO SERVE!

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Evelyn Quedado Chua
Signature

12-9-14
Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

PLANNING COMMISSION - ALTERNATE

City Clerk's Office

DEC 09 2014



SUPPLEMENTAL QUESTIONNAIRE

RECEIVED

(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving as an alternate Planning Commissioner?

BELIEVE
I'VE SERVED IN THIS COMMISSION BEFORE AND I TRULY^A THAT MY
EDUCATION, EXPERIENCE, KNOWLEDGE AND SKILLS WILL CONTRIBUTE
TO BE AN EFFECTIVE ADVISOR TO THE COUNCIL ON LAND USE.

2. Describe your understanding of what the duties and responsibilities of an alternate Planning Commissioner are.

UNDERSTANDS THE DUTIES AND RESPONSIBILITIES OF REGULARLY
SEATED PLANNING COMMISSIONER AND READY TO MAKE SOUND DISCUSSION/
RECOMMENDS WHEN CALLED TO ACT AS ONE.

3. In what way will your personal or work experience contribute to your role as an alternate Planning Commissioner?

BEING AN ANALYST^I, UNDERSTAND THE LOGIC IN DECISION-MAKING
COUPLED WITH MY PASSION TO REPRESENT THE VOICE OF THE
CITIZENS, I'LL BE AN EFFECTIVE ALTERNATE PLANNING COMMISSIONER.

4. How do you feel expanding the Planning Commission with an alternate will benefit the citizens of Milpitas?

AN ALTERNATE PROVIDES ASSURANCE THAT NEWLY SEATED COMMISSIONER
UNDERSTANDS THE^{ISSUES} PRESENTED TO THE COMMISSION.

5. How do you feel about the MidTown Specific Plan and what is your long-term vision for a downtown area?

MIDTOWN SPECIFIC PLAN IS REALLY AN EVOLUTION FOR
MANY^{YEARS}. IT'S ACTUALLY IN IT'S FORMATION, WITH COMMERCIAL
AND RESIDENTIAL DEVELOPMENTS CURRENTLY IN TAN DEM.

[Signature] 12/9/14

NOV 19 2014

CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION

RECEIVED

Planning Commission

COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (in black ink)

☒ Mr.☐ Mrs./Ms./Miss

Name: Bernie First Sagun Middle delacruz Last

Address: 327 Number Lovin St. Street (apt. # if needed) Milpitas, CA 95035 City & Zip Code

Telephone Number(s) (408) 705-5456 e-mail address bernie.delacruz@prodigy.net

Present Employer Retired Santa Clara Co. employee Business Telephone cell (408) 250-8493

Business Address Occupation

Education: If Youth Advisory Commission applicant, indicate your grade/school: _____

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
Far Eastern University	Mechanical Engg	1967	BSME
American Institute of Plant Engineers	Certified Plant Eng.	1998	

List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
1981-88	Community Advisory Commission	Chairman/member
2001-03	Santa Clara Co. Civil Grand Jury	Juror
1979-14	Milpitas Executive Lions Club	life member

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

Community leader, committed to public service, concerned about issues on public safety, citizen's services, city growth and business potential collaborate to serve fairly at all levels

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Bernie delacruz
Signature

11/14/2014
Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Fax (586-3030), e-mail (mlavelle@ci.milpitas.ca.gov), mail or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

Bernie dela Cruz

1. The Planning Commission has a very important and vital role in developing and maintaining the economic growth of the City and providing a comprehensive guidelines for the citizens of Milpitas to enjoy a peaceful and healthy life environment. It is the responsibility of the Alternate Planning Commissioner to participate and see that all plans intended for progress and improvements are implemented. Review such plans and contingencies to avoid legal and health issues. It is the obligation of the Commissioners to support and provide additional resources and information to the Commission to attain its fullest goals and objectives.
2. The Planning Commission is a very unique component of the local city government. It has a fiduciary responsibility to see that all plans for land use, business expansions and other activities that may affect the community maybe reviewed thoroughly to avoid legal battles and bitter consequences. Planning Commissioners has the responsibility to see that capital and local improvement projects are in compliant with existing zoning ordinances, local, state and federal laws.
3. My extensive working experience for a local government agency had given me the opportunity to learn and assimilate of skills like: management, leadership, communication and conflict resolutions. As a team player I can work collaboratively in decision making.

I am a life member of the world largest service organization I have and extended exposure to society. I know what people needs and I know what the citizens of Milpitas after serving eight years in the Community Advisory Commission.

4. What is the purpose of having alternates in every Commission?

Are alternate member intended to fill a temporary or permanent vacancy is opened. Are alternate members part timers or Engineers in Training intended to prepare them to fill future vacancies? While this category is inconclusive, it should be reviewed to create a specific definition of an alternate

commissioner. While the Alternate Planning Commissioner has a limited participation and function they cannot share their maximum potential and resources to serve. The benefit to have an alternate is to secure a quorum in a meeting when a regular member of the Commission is absent.

The alternates are a support group to provide additional dynamics to make the Commission more successful.

5. The Midtown Specific Plan was designed to meet both economic and population growth of the City. There are several and vital contingencies to be met. Will this project breaks barrier of affordable housing. Will it eliminate the Senior Household Housing Cost Burden. Do this project meet the Association of Bay Area Government projection. Is this project included in Consolidated 5-year Plan of the City of Milpitas. Is the Midtown project in compliant with the

Bernie dela Cruz

Consolidated Plan mandated by Housing and Urban Development HUP, are priorities on the Plan provide provision of affordable housing and support services. How is the Middtown project be funded. What about the environment impact and traffic consequences.

My position on this both long and short term is affirmative when the above contingencies are met.

RECEIVED

City Clerk's Office

DEC 10 2014

DEC 08 2014

RECEIVED

CITY OF MILPITAS
PLANNING COMMISSION APPLICATION

CITY OF MILPITAS
 BUILDING & SAFETY



NOTE: Milpitas Municipal Code, Title I Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a **SUPPLEMENTAL QUESTIONNAIRE** in addition to this application form.

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

Name: Albert (Al) Carlton Thompson
 First Middle Last

Address: 232 Meadow Haven Way
 Number Street Apt. #

408-945-1335 athompson5-22@prodigy.net
 Telephone Number(s) e-mail address

Are you a registered voter in the City of Milpitas? Yes How long have you lived in Milpitas? 9 Years

Electrical Workers of San Jose 408-269-4332
 Present Employer Business Telephone

1215 Canoas Garden Ave San Jose Ca. 95125 Electrician
 Address Occupation

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
Electrical Apprenticeship	Electrical Construction	1977-1980	Jry.Man Electrician

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

Date	Name of Organization	Officer / Member
2000	IBEW 332 Political Action Committee	Member
2005	South Bay Labor Council	Member
2005	NAACP	Member
1977	INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS	MEMBER

Briefly describe your personal qualifications that you believe would be an asset (additional information may be attached):

I have over 30 yrs. in the Electrical and Construction Industry, with Planning and Developing both Commerical and Residential

Real Estate. If I am approved, I would bring my experience of over 30 yrs. in the Construction Industry in Planning and Developing Commerical and Residential Real Estate, I would also bring my experience in City and Community Development to the Planning

Commission to help support its goals and objectives.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Albert (Al) Thompson (AL)
 Signature

12/8/2014
 Date

Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail or drop off your completed application to the City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

PLANNING COMMISSION SUPPLEMENTAL QUESTIONNAIRE

1. Why are you interested in serving on the Planning Commission?

I am interested in serving my community in these challenging times that we are facing in our society. The city's future growth and development will be critical to my interest. My service on the Planning Commission is to be an active participant in the decision making process affecting the growth of our city and to be engaged in the process making the City of Milpitas a better place to live.

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community?

a. General plan: is the master plan for land use for and to road map its growth and direction.

b. Zoning ordinance: serves as a more detailed road map providing the more specific definitions of the general plan vision and its intent.

c. Planning procedures: is the ways and means to which the vision and intent are translated to concrete steps for project level implementation.

3. In what way will your personal or work experience contribute to your role as a Planning Commission?

My professional career in construction commercial and residential real estate development together with a depth of understanding of Milpitas provide me the unique understanding and perspective in the role of Planning Commissioner to properly affect the growth and progress of the City of Milpitas

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should be resolved?

Milpitas' planning problems and issues are similar to other local cities in the Bay Area. They include the following:

- The need to increase revenue create jobs and job growth for Milpitas – not enough business and jobs as it is now (economic development)
- The challenge of balancing the city's budget and city services, including some out sourcing issues.
- Land scarcity and affordable housing
- The need to be better communication, and team work between the private and public sector.

5. Do you have a long-term vision of how you think the City should develop?

I believe the City of Milpitas needs to preserve its core industrial base in geographical areas sensible. I believe we should encourage the existing industrial R&D core area to redevelop

with better utilization of the land, its adjacency to and use of mass transit, and bring the buildings infrastructure to standards suitable for the coming cycles.

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address the issue?

The fundamental conundrum of affordable housing lies in big part to the high land prices of the local region. This is an acute problem. Solution is not singular to provide them in the new housing development only. Buyers of the BMR units are facing little incentive to sell these units as the market increases in pricing is capped via the program. Solution is multi-faceted and one part of the city may affect, without the economic influence, the re-designation of certain parcels where currently of not the highest and best use but through the process provide land owner the increased incentive of higher land base due to better use of land.

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

City Council is the elected and decision making body which has the ultimate approval rights on all policy matters, set new policies and to appoint/affirm appointments related to the city.

Planning Commission is the advisory body which specifically provides under the rules set forth and within the framework of the city to make those recommendations to City Council.

City staff is the professional body providing the technical know-how on operating the city, implementing policies, recommend for the elected and appointed to take certain actions.

8. What do you believe should be the focus of the Milpitas Redevelopment Agency and program?

With the RDA disbanded by the Governor, I do not believe there any active programs and objectives to be considered at this time.

**CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION**

NOV 17 2014
***5C**

Veterans Commission
Youth Advisory Commission
BOD/BOE

PROVIDE COMPLETE INFORMATION (in black ink)

☒ Mr. ☐ Mrs. ☐ Miss

COMMISSION APPLYING FOR 
TELECOM COMMISSIONER

Name:	STEPHAN	TUAN	TANG
	First	Middle	Last
Address:	1276	OLYMPIC DR	MILPITAS 95035
	Number	Street (apt. # if needed)	City & Zip Code
Telephone Number(s)	(408) 945-1891	stetang@yahoo.com	
		e-mail address	
Present Employer	IT CONSULTANT - Self employed		(408) 667-8989
			Business Telephone
Business Address	1276 OLYMPIC DR		IT CONSULTANT
			Occupation

Education: If **Youth Advisory Commission** applicant, indicate your grade/school: _____

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree

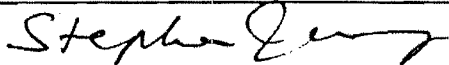
List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member

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

I have worked in the Information technology field since 1985. The field includes data and telecommunication. I was in charge of three data and communication centers for Lucent, Milpitas, where I worked from 1991 until Lucent closed its Milpitas facility 2002. I continued to manage IT for many smaller companies and am a consultant to the present time.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.


Signature

11/15/2014

Date

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NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:
City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

**CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION**

OCT 29 2014

***5C**

Telecommunications Commission

PROVIDE COMPLETE INFORMATION (in black ink)

COMMISSION APPLYING FOR ☐

☒ Mr. ☐ Mrs. ☐ Miss

TARUN

BAJAJ

Name: First Middle Last

1674 CRATER LAKE AVE

MILPITAS 95035

Address: Number Street (apt. # if needed) City & Zip Code

408-935-9150

tbajaj@hotmail.com

Telephone Number(s)

e-mail address

Kaiser Permanente

925-324-1971

Present Employer

Business Telephone

4460 Hacienda Dr. Pleasanton CA 94588

Solution Consulting Lead

Business Address

Occupation

Education: If Youth Advisory Commission applicant, indicate your grade/school: _____

College, Professional, Vocational, or other schools attended

Major Subject

Date

Degree

University of Phoenix	Business	2010	M.B.A.
University of Kurukshetra	Computer Science	1994	M.C.A.

List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
2007-2014	KP Volunteer, KPCares	Member
2012-2014	Sunnyvale Hindu Temple	Member

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

Over 20 years of experience in Information Technology. Worked as Technical PM, Architect, Analyst, Requirement gathering, Solution design for Healthcare, Security, Consulting companies. Recent experience in healthcare, EMR, Continuous availability of systems, architecture design, change management, compliance, large databases, mobile applications.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Bajaj
Signature

10/29/2014
Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

FEB 28

CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION

City Clerk's Office *5C

MAR 03 2014

PROVIDE COMPLETE INFORMATION (in black ink)

☐ Mr.
☒ Mrs./Ms./Miss

Telecommunications

COMMISSION APPLYING FOR ↑ RECEIVED

Name: First Middle Last
Jade HALLAddress: Number Street (apt. # if needed) City & Zip Code
1158 N. Hillview Drive Milpitas, 95035Telephone Number(s) e-mail address
(408) 263-8608 davehall77@comcast.netPresent Employer Business Telephone
retired from Lockheed Martin Corporation on 2/28/2014

Business Address Occupation

Education: If Youth Advisory Commission applicant, indicate your grade/school: _____

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
University of Oregon	Mathematics	1969	M.S.
U.C., Berkeley	Telecom Eng.	1997	certificate

List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
1995-1996	Milpitas City Telecommunications Commission	member
2013	Milpitas S.A.F.A	volunteer

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

I am a concerned citizen for the betterment of the city including its supporting infrastructure for communications. I have worked in this industry and have experience in this application area.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Signature
Jade HallDate
2/28/2014Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. **Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.****NOTE:** ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

City Manager

CITY OF MILPITAS

*5C

FEB 13 2014 COMMISSION/COMMITTEE APPLICATION

RECEIVED

PROVIDE COMPLETE INFORMATION (in black ink)

City Manager

Telecommunications Commission

COMMISSION APPLYING FOR ↑

☒ Mr.

FEB 13 2014

☐ Mrs./Ms./Miss

RECEIVED

Name:

First

Middle

Last

Address:

Number

Street (apt. # if needed)

City & Zip Code

Telephone Number(s)

e-mail address

Present Employer

Business Telephone

Business Address

Occupation

Education: If Youth Advisory Commission applicant, indicate your grade/school: _____

College, Professional, Vocational, or other schools attended

Major Subject

Date

Degree

NYU	E.E.	1998	MS
Tsinghua Univ.	E.E.	1993	BS

List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date

Name of Organization or Branch of Military

Officer / Member

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

Over 15 years industrial experiences in Telecommunication domain, and hands on to coordinate projects from creation, design, execution, to deliverable. I am also an excellent team player to work with cross functional groups, with enthusiasm to always look for improvement.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Signature

Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

City of Milpitas
2014-19 CAPITAL IMPROVEMENT PROGRAM

Category	Project	Estimate Level
Streets	4277 Main Street Pavement Reconstruction	1

CONTACT: Steve Erickson [3301]

PRIORITY: Rehabilitation of Existing Capital Assets or Systems

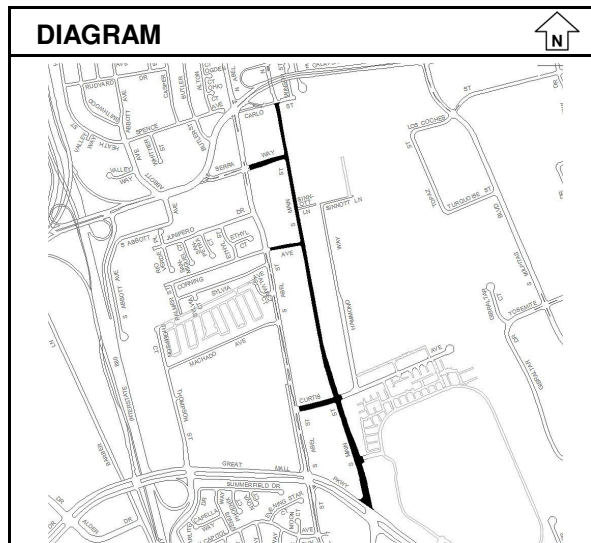
DESCRIPTION

This project provides for the partial reconstruction of Main Street from Carlo to Great Mall Parkway. The project would provide for the replacement of AC pavement and portions of the curb, gutter, and sidewalk.

COMMENTS:

This project is partially funded with proceeds left over from the sale of the 1997 & 2003 RDA bonds.

DIAGRAM



Uncommitted Balance as of 6/30/2014: \$0

ESTIMATED COST	Prior Year	2014-15	2015-16	2016-17	2017-18	2018-19	Total
Design	0	250,000	0	0	0	0	250,000
Administration	0	200,000	0	0	0	0	200,000
Inspection	0	100,000	0	0	0	0	100,000
Improvements	0	3,446,000	0	0	0	0	3,446,000
Totals	0	3,996,000	0	0	0	0	3,996,000

FINANCING	Prior Year	2014-15	2015-16	2016-17	2017-18	2018-19	Total
1997 RDA Tax Allocation Bonds	0	528,000	0	0	0	0	528,000
2003 RDA Tax Allocation Bonds	0	3,468,000	0	0	0	0	3,468,000
Totals	0	3,996,000	0	0	0	0	3,996,000

FINANCE NOTES

BUDGET CHANGE FORM

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one:				
☒ Budget Appropriation	902-2921	\$ 528,000	902-3952	\$ 528,000
	905-2921	3,468,000	905-3952	3,468,000
☐ Budget Transfer	331-9514277-15-3848	3,994,000	311-9514277-1-4800	250,000
			311-9514277-2-4800	200,000
			311-9514277-4-4800	100,000
			311-9514277-7-4800	3,446,000

Explain the reason for the budget change:

Background: The Main Street Pavement Reconstruction project is included in the 2014-2019 Capital Improvement Program approved by the City Council in May of 2014. The project could not be funded until a Finding of Completion related to the dissolution of the former Redevelopment Agency (RDA) had been issued by the State of California, which has taken place and funds are now available to be used.

The project will provide for the partial reconstruction of South Main Street from Carlo Street to Great Mall Parkway. The work includes the removal and replacement of roadway pavement, the installation of new Americans with Disabilities Act (ADA) sidewalk ramps, curb, gutter, sidewalk, and driveway repairs, drainage system improvements, and replacement of missing street trees.

The asphalt overlay of Serra Way and Corning Avenue from South Main Street to Abel Street is also included. The project will be funded from the remaining proceeds from the sale of the 1997 and 2003 City Redevelopment Agency (RDA) Tax Allocation Bonds. Staff requests the City Council approve the Capital Improvement Program (CIP) project, and authorize funding of the project with the necessary budget appropriation.

Fiscal Impact: A budget appropriation is requested in the amount of \$3,468,000 from the 2003 RDA Tax Allocation Bonds and \$528,000 from the 1997 RDA Tax Allocation Bonds to fund the Main Street Pavement Reconstruction, Project No. 4277.

Recommendation:

1. Approve a new CIP Project, Main Street Pavement Reconstruction, Project No. 4277.
2. Approve a budget appropriation of \$3,468,000 from the 2003 RDA Tax Allocation Bonds and \$528,000 from the 1997 RDA Tax Allocation Bonds to the Main Street Pavement Reconstruction, Project No. 4277.

☐ Check if City Council Approval required.

Meeting Date: January 6, 2015

Requested by:	Department Head: Steve Erickson, CIP Manager	Date: December 18, 2014
Reviewed by:	Finance Director: <i>X for Emma Karlen</i>	Date: 12/27/14
Approved by:	City Manager:	Date:
Date approved by City Council, if required:		Confirmed by:

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF MILPITAS AND
HMH ENGINEERS**

THIS AGREEMENT for consulting services is made by and between the City of Milpitas, a municipal corporation of the State of California referred to herein as the ("City"), and HMH Engineers, a California Corporation ("Consultant") as of January 6, 2015.

AGREEMENT

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2015, the date of completion specified in Exhibit A, and Consultant shall complete all the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the professional standards normally observed by a practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial manner and shall conform to the professional standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Professional Skill.** It is mutually agreed by the parties that City is relying upon the professional skill of the consultant as a specialist in the work, and Consultant represents to the City that its work shall conform to the normal professional standards of the profession. Acceptance of the Consultant's work by the City does not operate as a release of Consultant's representations. It is intended that Consultant's work shall conform to normal standards of accuracy, completeness and coordination.
- 1.4 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Exhibit A shall name any specific personnel who shall be performing services. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment

of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

- 1.5 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to complete Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed Two Hundred and Twenty-Five Thousand dollars (\$225,000.00) based on time and materials for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred during the billing period. Invoices shall contain the following information:

- Serial identification of bills;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion, if applicable;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours,

which shall include an estimate of the time necessary to complete the work described in Exhibit A;

- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above and is otherwise acceptable to the City to pay Consultant. Ten (10) percent shall be retained by the City from each Agreement billing until the completion of the Agreement unless authorized differently by City. In the event that an invoice is not acceptable to the City, said invoice shall be returned to Consultant within thirty (30) days of the City's receipt of the invoice with a detailed explanation of the deficiency. City's obligation to pay a returned invoice shall not arise earlier than thirty (30) days after resubmission of the corrected invoice.

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment. In the event that Consultant identifies additional work outside the scope of services specified in Exhibit A that may be required to complete the work required under this Agreement, Consultant shall immediately notify the City and shall provide a written not-to-exceed price for performing this additional work.

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on Exhibit B.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any other applicable federal or state taxes.

2.6 Reimbursable Expenses. Reimbursable expenses are shown on Exhibit B, and shall not exceed Twenty-Five Hundred dollars (\$2,500.00). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total not-to-exceed amount of compensation provided under this Agreement.

2.7 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily

completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date. The City shall have no obligation to compensate Consultant for work not verified by logs or timesheets.

- 2.8 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written Notice to Proceed from the City.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, cellular telephone, long-distance telephone, or other communication charges, vehicles, and reproduction facilities.

If the performance of the work specified in Exhibit A requires destructive testing or other work within the City's public right-of-way, Consultant, or Consultant's subconsultant, shall obtain an encroachment permit from the City.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement and shall produce said policies to the City upon demand. The cost of such insurance shall be included in the Consultant's price. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-

insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City Attorney. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, contractors, consultants, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on

behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, contractors, consultants, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, contractors, consultants, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3 Professional Liability Insurance. If Consultant shall be performing licensed professional services, Consultant shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

- 4.3.1** Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 4.3.3** The policy must contain a cross liability clause.
- 4.3.4** The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of the Agreement or the work, unless waived in writing by the City.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 Requirements for All Policies.

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- 4.4.3 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of the City, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers,

employees, agents, contractors, consultants, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to the City.

4.4.5 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Declare Consultant in material breach of the Agreement and terminate the Agreement.

4.6 Waiver. The Risk Manager of the City has the authority to waive or vary any provision of Sections 4.2 through 4.5. Any such waiver or variation shall not be effective unless made in writing.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the

injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3. Otherwise, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions and to perform this Agreement. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business license from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the City or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may terminate this Agreement at any time and without cause upon written notification to Consultant.

In the event of termination, Consultant shall be entitled to compensation for services performed prior to the effective date of termination as provided in Section 2. City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension

shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors listed in the Consultant's proposal, without prior written approval of the City.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

8.6.1 Immediate cancellation of the Agreement;

8.6.2 Retention of the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement prior to cancellation; and

8.6.3 Retention of a different consultant at Consultant's cost to complete the work described in Exhibit A not finished by Consultant.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City at any time upon

demand of the City. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. Failure by Consultant to deliver these documents to the City within the time period specified by the City shall be a material breach of this Agreement. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are preliminary drafts not kept by the City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Santa Clara or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 **No Implied Waiver of Breach.** The waiver of performance or any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant were an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, may be disqualified from holding public office in the State of California.

Consultant certifies that it has not paid any direct or contingent fee, contribution, donation or consideration of any kind to any firm, organization, or person (other than a bona fide employee of Consultant) in connection with procuring this Agreement, nor has Consultant agreed to employ or retain any firm, organization, or person in connection with the performance of this Agreement as a condition for obtaining this Agreement.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Michael Boitnott who is authorized to act for, and on behalf of, City. All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

HMH Engineers
Steve Loupe
1570 Oakland Road
San Jose, CA 95131

Any written notice to City shall be sent to:

Steven Machida, Acting Public Works Director/City Engineer
455 East Calaveras Boulevard
Milpitas, California 95035

10.11 Professional Seal. Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

10.12 Integration. This Agreement, including the exhibits, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.13 Exhibits. All exhibits referenced in this Agreement are incorporated by reference herein.

CITY OF MILPITAS

CONSULTANT
HMH Engineers

Thomas C Williams, City Manager

Name & Title

Taxpayer Identification Number

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

Corporate Entity Number

C0762379

APPROVED AS TO CONTENT:

Steven Machida, Acting Public Works Director/City Engineer

EXHIBIT A

Scope of Services for Main Street Reconstruction

General:

CONSULTANT shall provide professional design services and construction support services for the partial reconstruction of South Main Street. The project will provide for the partial reconstruction of South Main Street from Carlo Street to Great Mall Parkway. The work includes the removal and replacement of roadway pavement, the installation of new Americans with Disabilities Act (ADA) sidewalk ramps, curb, gutter, sidewalk and driveway repairs, traffic striping, traffic signal modifications to convert four signalized intersections to video detection and pedestrian push button modifications to accommodate ADA, three mid-block crosswalks with flashing beacons, drainage system improvements, and replacement of missing street trees. The design will also include an asphalt overlay of Serra Way, Corning Avenue and Curtis Avenue from South Main Street to Abel Street.

410 Project Management

CONSULTANT will be responsible for project organization and monitoring. This involves planning the work program, organizing the team personnel to implement the program, monitoring the team progress, and controlling the quality of the work products to complete the project on time and within budget.

420 Topographic Field Survey and Utility Mapping

Perform field topographic surveys to update and supplement existing survey information. Obtain existing elevations at ADA ramp upgrades and areas of sidewalk, intersection pavement, curb and gutter improvements. Obtain location and invert at accessible storm drain manholes, inlets and sanitary sewer manholes. Perform research of existing utilities and prepare an updated utility base map.

430 Preliminary Design (35%)

Develop Preliminary Plans to establish fundamental elements of the design. The Preliminary Design Phase is intended to allow the City and other involved agencies to review and comment on the basic design concepts early in the process. Street improvements will include ADA ramps and intersections, and failed or new curb, gutter, driveways and sidewalks where needed on S. Main Street between Great Mall Parkway and Carlo Street, and along Serra Way from S. Main Street to S. Abel Street. New AC pavement overlay, repair road failures, and removal of excess road crown along S. Main Street from Carlo Street to Great Mall Parkway. Overlays will be applied to Corning Avenue and W. Curtis Avenue between S. Main Street and S. Abel Street. The proposed plans for this preliminary submittal are as follows:

- Title/Index Sheet
- Typical Cross Sections
- Preliminary Street Improvement Plans
- Preliminary Traffic Signal Plans
- Striping Plans

Prepare a Preliminary Estimate of Probable Construction Cost based on items and quantities of work shown on the Preliminary Plans and other anticipated improvements. Prices will be based on the magnitude of the quantities, our experience with similar local projects and engineer's judgment.

DELIVERABLE:

- Attend meetings in person to present 35%, Plans, Specifications and estimates, and discuss City design comments. Prepare meeting agendas and summary memoranda (.pdf format via email).
- Thirty-Five percent (35%) Construction Plans (two full size copies on bond paper, and one .pdf format via email), Specifications, and Estimates for City review and comment.

440 Draft PS&E Submittal (95%)

Based on comments received from Preliminary Design, advance the design to the point that all major design issues and solutions are represented in the plan documents. Minor details may be missing from the plan set at this milestone, but all plan and detail sheets will be represented in this submittal package.

The following plan types will be prepared:

- Title Sheet, Legend and Notes
- Typical Cross Sections
- Street Improvement Plans, including street tree replacement
- Construction Details including ADA ramp and driveway modifications
- Construction Area Signs
- Signing and Striping Plans
- Erosion Control Plans & SWPPP
- Traffic Signal Plans
- Street Tree Planting Details

A draft of the technical specifications sections to be included for the ultimate project specifications will be identified with the submittal. The technical specifications will reference City and/or Caltrans standard specifications sections for the various items of work, with specific consideration of measurement and payment provisions.

The Preliminary Estimate of Probable Construction Cost will be updated to reflect the refinements from the Preliminary Design to the Draft PS&E Submittal.

Prepare and submit PS&E to the City, utility companies and other agencies for review and comments. Respond to comments; work with the City and other agencies to resolve any conflicts between the comments of different reviewers.

DELIVERABLE:

- Attend meetings in person to present 95%, Plans, Specifications and estimates, and discuss City design comments. Prepare meeting agendas and summary memoranda (.pdf format via email).
- Ninety-Five percent (95%) Construction Plans (two full size copies on bond paper, and one .pdf format via email), Specifications, and Estimates for City review and comment.

450 Traffic Signal Design

Engage a traffic engineering subconsultant, Fehr and Peers, to prepare construction documents for the traffic signal and intersection safety lighting modifications at the intersections of S. Main Street/Serra Way, S. Main Street/W. Curtis Ave, S. Main Street/Great Mall Drive, and North leg of S. Main Street/Great Mall Parkway. Design shall conform to City standards and requirements. The traffic design will include:

- Location and type of the proposed signal poles (as needed), vehicle detection, CCTV, signal heads, pull boxes and conduits.
- Location of the proposed traffic signal controller cabinets and electrical service cabinets.
- Signal phase diagrams, equipment schedule, signal conduit and conductor schedule.
- Proposed intersection safety lighting.
- Push button pedestrian modification as required for ADA ramps
- Video detection at the following intersections:
 1. Serra Way and S. Main Street all legs.
 2. Curtis Avenue and S. Main Street all legs with advance detector loops on Main.
 3. Great Mall Drive and S. Main Street existing video detection add detector loops on Main.
 4. Great Mall Parkway and S. Main Street southbound Main Street only with advance detector loops on Main, (cabinet equipment capable of accommodating the remaining legs of the intersection at a later date).

DELIVERABLE:

- Traffic signal design will be submitted with submittals for tasks 430, 440 and 480.

459 Quality Assurance Review

Conduct an internal quality assurance review of the plans and specifications, concurrent with review of the 95% Submittal by the CITY and other agencies. CONSULTANT quality assurance program provides for independent checking of individual tasks as well as an independent review by experienced senior staff. The purpose of this review is to provide oversight to specific project details by professionals who are not closely involved in the design, and to review the constructability, cost-effectiveness and completeness of design features relative to the normal standard of professional care.

DELIVERABLE:

- Signed QA/QC statement with submittals for tasks 440 and 480.

480 Final PS&E Submittal

After agency review of the Draft PS&E (95%), we will prepare the final Bid Documents (100% PS&E) in accordance with the CITY's instructions.

Provide the City the opportunity to review the completed Bid Documents and direct minor revisions. Submit final documents for signature. The anticipated date of completion for final documents is February 17, 2015 based on a Notice-to-Proceed on January 7, 2015.

DELIVERABLE:

- Attend meetings in person to present 100%, Plans, Specifications and estimates, and discuss City design comments. Prepare meeting agendas and summary memoranda (.pdf format via email).
- The 100% submittal shall include two (2) complete hard copy sets of plans, specifications, and calculations stamped by a California licensed professional engineer. Submittals shall also be submitted on CD or DVD in AutoCAD 2013 or later version and PDF formats. Specifications shall be in MS Word 2007 format, and cost estimate shall be in MS Excel 2007.

482 Post Design Services

CITY will be responsible for advertisement for bid of the project. CONSULTANT shall assist CITY during bid solicitation process. CONSULTANT shall provide bid phase services, as requested by the CITY through award of the construction contract including the following; response to bidders' inquiries, preparation of addenda, attend and assist at two (2) pre-bid meetings, review and evaluation of bids.

DELIVERABLE:

- Answer bidder questions as requested by the CITY during the bid process
- Attend two (2) Pre-bid meetings in person
- Assist and draft addenda/response to bidder inquiries, if needed
- Assist in bid evaluation as requested by CITY

490 Services During Construction

Services during construction, including attending the pre-construction conference with the City and Contractor, reviewing and responding to shop drawings, Request for Information "RFI's" and submittals, preparing Contract Change Orders, making occasional field reviews.

DELIVERABLE:

- Attend pre-construction meeting in person (one meeting).
- Attend other meetings as specified in the project specifications in person.
- Submit reports of observations (.pdf format via email).
- Review submittal/shop drawings and provide comments.
- Review and response to RFI's.

495 Record Drawings

Prior to acceptance of the Project by the City, CONSULTANT shall review for accuracy and completeness the Contractor's as-built drawings and specifications, and shall return them for Contractor revision if they are not accurate and complete. CONSULTANT shall incorporate all changes shown on the Contractor's As-Built Drawings, executed RFI's, submittals, and Contract Change Orders from the Conformed set into a final Record Drawing set. CONSULTANT shall also draft and initial the official Record Drawings and submit both a hard copy on Mylar and an electronic copy in AutoCAD 2013 and GIS shape file format, PDF and TIF on digital video disc (DVD) to the CITY within 25 days of receipt of completed Contractor red line drawings. CONSULTANT to provide the CITY a hardcopy check set of the As-Built Drawings for review prior to printing the Mylar set.

DELIVERABLE:

- Hard copy check set of the record drawings for review by CITY prior to printing the Mylar set.
- Record drawings (1 hard copy check set, 1 hard copy on Mylar 24"x36", and 1 electronic copy on DVD in AutoCAD 2013 or later version, PDF and TIF formats)

500 Additional Services

CITY will provide written direction and a budget for any additional service to be performed. Written authorization must be obtained from the CITY prior to the CONSULTANT beginning additional services. The CITY will not be responsible for additional work that the CONSULTANT performs prior to receiving written authorization.

Services Not Included:

The following services may be required for successful completion of the project, but are specifically not included in this scope of services. CONSULTANT may provide some of these services pursuant to the "Changes in Services" section of this agreement, or CITY may engage others to provide these services. This is not intended to represent a complete list, but is added only for clarity.

- Environmental Impact Reports, Special Studies and Reports (Noise, Traffic, Biotic, etc.) or Phase I or Phase II analysis.
- Processing or coordination of U.S. Fish & Wildlife, Army Corps of Engineers, Department of Fish & Game or other Regional, State or Federal Agency permits.
- Identification or location of any contaminated or hazardous material sites.
- Uncovering or potholing existing underground facilities.
- Plans or calculations for falsework, structural excavations and sheeting or shoring.
- Subsurface water drainage (subdrains), dewatering facilities and pumping stations and force mains for storm drainage and sanitary sewer.
- Geotechnical Engineering.
- Construction Staging and/or Traffic Control Plans.
- Permanent BMPs/Permanent Storm Water Treatment Control Measures.

SCHEDULE

CONSULTANT will endeavor to complete the services in accordance with the following timeframes:

<u>Task</u>	<u>Weeks After NTP</u>
Topographic Field Survey and Utility Mapping	2 Weeks
Preliminary Design (35%)	4 Weeks
Draft PS&E Submittal (95%)	5 Weeks
Final PS&E Submittal	6 Weeks

EXHIBIT B

COMPENSATION SCHEDULE

For providing the services included in the Scope of Services, CITY shall compensate CONSULTANT on a Charge Rate basis invoiced based upon the actual hours expended by each employee classification for the services performed on the project multiplied by the hourly charge rate for that employee classification as follows. The budget noted below will be a Not-To-Exceed budget:

Professional Service Fees are as follows:

Task Description	Fees
410 Project Management	\$ 10,000
420 Topographic Field Survey and Utility Mapping	\$ 20,000
430 Preliminary Design (35%)	\$ 50,000
440 Draft PS&E Submittal (95%)	\$ 35,000
450 Traffic Signal Design	\$ 50,000
459 Quality Assurance Review	\$ 5,000
480 Final PS&E Submittal	\$ 15,000
482 Post Design Services	\$ 7,000
490 Services During Construction	\$ 10,000
495 Record drawings	\$ 5,000
500 Additional Services as authorized by City	\$ 15,500
Reimbursable	\$ 2,500
<u>Total Not to Exceed Amount</u>	<u>\$ 225,000</u>

Reimbursable Expense

CITY shall reimburse CONSULTANT for subconsultant costs and reimbursable expenses at cost plus five percent (5%) for processing, however, reimbursable expenses shall not exceed \$2,500. Such reimbursable expenses may include: reproduction of plans and documents, overnight mail, delivery and courier services, premiums for additional insurance requirements requested by CITY, and other costs and expenses incurred at CITY's request.

EXHIBIT C
INSURANCE DOCUMENTS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING FINAL ACCEPTANCE OF SOUND WALL RENOVATION, PROJECT NO. 4267, AND RELEASE OF THE CONTRACTOR'S BOND

WHEREAS, certain improvements were installed by the 2013 Sound Wall Renovation, Project No. 4267, under and pursuant to the provisions of an improvement contract between the City of Milpitas, a municipal corporation of the State of California ("City"), and Michael Dovgan, an individual d/b/a A Plus Painting ("Contractor"); and

WHEREAS, said Contractor, as principal, and the Contractors Bonding and Insurance Company, as surety, executed a certain faithful performance bond conditioned upon the faithful performance of the provisions of said improvement contract and upon the faithful performance of all improvement work required thereunder; and

WHEREAS, said improvements were completed, finally inspected by the City Engineer of the City and accepted; and

WHEREAS, a period of one year or more has expired after the date of said acceptance of said improvements; and

WHEREAS, the City Engineer has advised said City Council that said Contractor has remedied, restored, repaired, or replaced at its sole expense and to the satisfaction of said City Engineer all defects, damages, or imperfections, if any there were, due to or arising from faulty materials or workmanship and appearing within said period of one year from the date of acceptance; and

WHEREAS, said City Engineer recommends to the City Council that said faithful performance bond be released.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City of Milpitas does finally accept said improvements. That certain performance bond furnished by the above-named contractor, as principal, and the above-named surety in connection with those certain improvements for the above-designated project, is hereby released and discharged; provided, however, that nothing herein contained shall in any way be deemed to be a waiver, release or relinquishment by City of any obligations imposed upon the contractor or its surety, or sureties, by law or by the above-referenced improvement contract, save and except those obligations specifically mentioned herein.

PASSED AND ADOPTED this _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM

Michael J. Ogaz, City Attorney

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE APPRAISAL REPORTS AND ADOPTING THE FAIR MARKET VALUE FOR AN ACRE OF LAND FOR THE PURPOSE OF CALCULATING PARK IN-LIEU FEE

WHEREAS, Milpitas Municipal Code Section XI-1-9.07 (“Amount of Fee In Lieu of Land Dedication”) sets forth the method for the City Council to determine the fair market value for an acre of land in the City of Milpitas (“City”) to be paid in lieu of dedication of park land for certain subdivision projects; and

WHEREAS, on December 11, 2014, Smith & Associates in accordance with their contract with the City submitted two appraisal reports to determine the fair market value of an acre of land in the City of Milpitas for the purpose of developing a park in-lieu fee; and

WHEREAS, on January 6, 2015, the City Council considered the appraisal reports and other evidence presented by City staff and other interested parties.

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, appraisal reports, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The fair market value of one acre of land outside of the Transit Area Specific Plan and Midtown Specific Plan areas in the City of Milpitas for the purpose of determining park in-lieu fee is hereby adopted and determined to be \$53.00 per square foot or \$2,308,680 per acre.
3. The fair market value of one acre of land inside of the Transit Area Specific Plan and Midtown Specific Plan areas in the City of Milpitas for the purpose of determining park in-lieu fee is hereby adopted and determined to be \$64.00 per square foot or \$2,787,840 per acre.

PASSED AND ADOPTED this ____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

APPRAISAL FOR
In-Lieu Park Fees
Outside Midtown and Transit Area Specific Plan Areas
City of Milpitas, California

File Number: T143836

PREPARED FOR:

Mr. Steven G. McHarris
Planning & Neighborhood Services Director
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035

PREPARED BY:

William O. Hurd, MAI
AG034899

Terry S. Larson, MAI
AG007041

SMITH & ASSOCIATES, INC.
140 Town and Country Drive, Suite F
Danville, California 94526
Phone (925) 855-4950
Fax (925) 855-4951



Real Estate Appraisal and Consulting

Partners

Dennis L. Smith, MAI

Terry S. Larson, MAI

John E. Carrothers, MAI

December 11, 2014

Appraisers

Paul M. Urvinitka, MAI

Lisa G. Wright, MAI

William O. Hurd, MAI

William C. Schnitzer, ASA

Robin Schwedhelm, MAI

Jacquelyn Lawrence

Thomas Tucker

Gregory Hansen

Doug Hogendorn

Gary Larsen

Matt Carriere

Mark Bacanskas

Oliver Gibbons

Lisa Federico

Chris Howel

Brian Kennedy

Jake Johnson

Tom Venuti

Gary Beckman

Mike Dixon

Mr. Steven G. McHarris
Planning & Neighborhood Services Director
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035

RE: Appraisal for In-Lieu Park Fees, Outside the Midtown and Transit Area
Specific Plan Areas, City of Milpitas, California

Dear Mr. McHarris:

At your request, we have performed an appraisal for In-Lieu Park Fees. The purpose of the appraisal is to provide an opinion of the Average Market Value of a hypothetical one-acre parcel of land in the City of Milpitas, outside the Midtown and Transit Area Specific Plan areas with the potential of being developed with a park. This report does not consider any individual property, but rather looks at the Average Price per Acre throughout Milpitas, outside the specific plan areas, with residential zoning. The property rights considered are those of the Fee Simple Estate.

The client is the City of Milpitas. The intended user of this appraisal is the City of Milpitas and the intended use is to assist in setting in-lieu park fees to be charged to developers.

Though we looked at all recent land sales in Milpitas, it is residential use that triggers the need for parks and the desire is to have the parks within or adjacent to new residential development. Therefore, we included only land sales intended for residential use in our final analysis. Though we are not evaluating a specific parcel, our primary purpose is to provide an opinion of value of a hypothetical one-acre site therefore, our conclusions are considered an appraisal.

East Bay Office

140 Town & Country Dr.

Suite F

Danville, CA 94526

Phone 925-855-4950

Fax 925-855-4951

Silicon Valley Office

520 S. El Camino Real

Suite 342

San Mateo, CA 94402

Phone 650-212-1076

Fax 925-855-4951

Sacramento Office

111 Woodmere Road

Suite 140

Folsom, CA 95630

Phone 916-357-5860

Fax 916-357-5868

Mr. Steven G. McHarris
City of Milpitas
Page 2

Based on our investigation and analysis, as described in the attached report, it is our opinion that the Average Market Value of the Fee Simple Estate in a potential park site location in the City of Milpitas, outside the Midtown and Transit Area Specific Plan areas, subject to the attached Extraordinary and General Assumptions and Limiting Conditions, and any Hypothetical Condition, as of December 1, 2014, is:

\$53.00 per square foot
or
\$2,308,680 per acre

The attached report contains the factual data and reasoning upon which the appraisal has been predicated. This report has been written in accordance with the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP), and the City of Milpitas.

Please see the General and Extraordinary Assumptions and Limiting Conditions and Hypothetical Conditions regarding the values presented in this appraisal report, as shown in Section I - Introduction.



William O. Hurd, MAI
Certified General Real Estate Appraiser
State of California #AG034899, exp. date 8-17-2016



Terry S. Larson, MAI
Certified General Real Estate Appraiser
State of California #AG007041, exp. date 11-30-2016

WOH, TSL
Enclosure

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Client:	City of Milpitas
Intended User:	City of Milpitas
Property Location:	Milpitas land outside of Midtown & Transit Area Specific Plan Areas
Property Type:	Potential Park Land
Assessor's Parcel Number:	N/A
Land Area:	Hypothetical One-Acre Parcel
Zoning:	Residential
General Plan:	Residential
Flood Hazard Zone:	No
Alquist Priolo Special Study Zone:	No
Present Use:	Residential
Highest and Best Use:	Residential – Suitable for Park Land
Estate Appraised:	Fee Simple
Purpose of the Appraisal:	Determine the Average Price of a Hypothetical one-acre site.
Value Premise:	Vacant and Ready for Development
Appraisal Date:	December 1, 2014
Average Market Value:	\$53.00 per square foot or \$2,308,680 per acre Subject to the attached General and Extraordinary Assumptions and Limiting Conditions
Appraisers:	William O. Hurd, MAI Certified General Real Estate Appraiser State of California #AG034899 Exp. date 8-17-2016 Terry S. Larson, MAI Certified General Real Estate Appraiser State of California #AG007041 Exp. date 11-30-2016

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. No one provided significant real property appraisal assistance to the persons signing this certification.
10. We are not evaluating a specific parcel, but rather providing a mathematical conclusion to be used in the Milpitas Midtown and Transit Area Specific Plan areas. Because the purpose of this assignment is to provide an opinion of value of a Hypothetical one-acre site, this is considered an appraisal. Mr. Terry S. Larson, MAI, has had personal discussions with the City of Milpitas regarding the scope and structure of this appraisal.
11. As of the date of this report, William O. Hurd, MAI and Terry S. Larson, MAI have completed the requirements under the continuing education program of the Appraisal Institute.
12. While not limited to a specific property, Smith & Associates has done a similar appraisal for the City of Milpitas in-lieu park fees within the three-year period immediately preceding acceptance of this assignment.



William O. Hurd, MAI
Certified General Real Estate Appraiser
State of California #AG034899, exp. 8-17-16



Terry S. Larson, MAI
Certified General Real Estate Appraiser
State of California #AG007041, exp. 11-30-16

GENERAL ASSUMPTIONS

This appraisal has been made with the following General Assumptions. An Assumption is defined as: "that which is taken to be true".

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

GENERAL ASSUMPTIONS - CONTINUED

11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

GENERAL LIMITING CONDITIONS

This appraisal has been made with the following General Limiting Conditions. A Limiting Condition is defined as: "a condition that limits the Use of an Appraisal".

1. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Any opinions of value provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the opinion of value, unless such proration or division of interests has been set forth in the report.
3. Possession of this report, or a copy thereof, does not carry with it the right of publication.
4. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
5. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of The Appraisal Institute.
6. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the appraiser is connected) shall be used for any purposes by anyone but the client specified in the report without the previous written consent of the Appraiser; nor shall it be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser. Any other party who uses or relies upon any information in this report, without the preparer's written consent, does so at their own risk.

EXTRAORDINARY ASSUMPTIONS

This appraisal has been made with the following Extraordinary Assumptions. An Extraordinary Assumption is defined as: "an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions". The use of the Extraordinary Assumptions might have affected the assignment results.

1. This Appraisal is intended to determine the Average Market Value of a hypothetical one-acre parcel of land in the City of Milpitas outside the Midtown and Transit Area Specific Plan areas with the potential of being developed with a park. This report does not consider any individual property, but rather looks at the Average Sales Price per Acre of that land.

HYPOTHETICAL CONDITIONS

This appraisal has been made with the following Hypothetical Conditions. A Hypothetical Condition is defined as: "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis". The use of the Hypothetical Conditions might have affected the assignment results.

1. None

IDENTIFICATION OF THE PROPERTY

This Appraisal is intended to determine the Average Market Value of a hypothetical one-acre parcel of land in the City of Milpitas, outside the Midtown and Transit Area Specific Plan areas with the potential of being developed with a park. This report does not consider any individual property, but rather looks at the Average Sales Price per Acre for residential land outside the Milpitas Midtown and Transit Area Specific Plan areas.

PURPOSE AND PROPERTY RIGHTS APPRAISED

The purpose of the appraisal is to provide an opinion of the Average Market Value of a hypothetical one-acre parcel of land in the City of Milpitas, outside the Midtown and Transit Area Specific Plan areas with the potential of being developed with a park. The property rights are those of the Fee Simple Estate.

INTENDED USER AND INTENDED USE

The intended user of this appraisal is the City of Milpitas and the intended use is to assist in setting city-wide in-lieu park fees to be charged to developers outside the Midtown and Transit Area Specific Plan areas. It is not to be used by any other entity for any purpose without the written consent of the appraisers. The appraisers are not responsible for unauthorized distribution and/or use of this report.

EFFECTIVE DATE OF THE APPRAISAL

The effective date of the appraisal is December 1, 2014.

COMPETENCY PROVISION

The appraisers possess both the knowledge and required ability to appraise property within the City of Milpitas. It is within the Smith & Associates, Inc. defined service area and the appraisers have the required resources, including zoning information, Assessor's records, Multiple Listing Service, Loopnet, Landvision and CoStar Comps, Inc. The appraisers affiliated with Smith & Associates, Inc. have appraised numerous properties of a similar type in the area and its competing environment. **Please see a copy of the appraiser's qualifications in the Addenda.**

DEFINITIONS

Fee Simple Estate

*"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*¹

Market Value

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;*
- b. Both parties are well informed or well advised, and acting in what they consider their own best interests;*
- c. A reasonable time is allowed for exposure in the open market;*
- d. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and*
- e. The price represents the normal consideration for the property sold unaffected by creative financing or sale concessions granted by anyone associated with the sale."*

²

Average or Central Tendency

"The tendency of samples to cluster around a central point, or representative value, in a frequency distribution."

As Is Market Value

*"The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date."*³

Cash Equivalency

*"An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash."*⁴

¹ The Dictionary of Real Estate Appraisal, 5th Edition 2010, The Appraisal Institute, Page 78

² Office of the Comptroller of the Currency (OCC), 12 CFR Part 34, The Dictionary of Real Estate Appraisal, 5th Edition, Page 123 and FIRREA

³ The Dictionary of Real Estate Appraisal, 5th Edition 2010, The Appraisal Institute, Page 12

⁴ The Dictionary of Real Estate Appraisal, 5th Edition 2010, The Appraisal Institute, Page 30

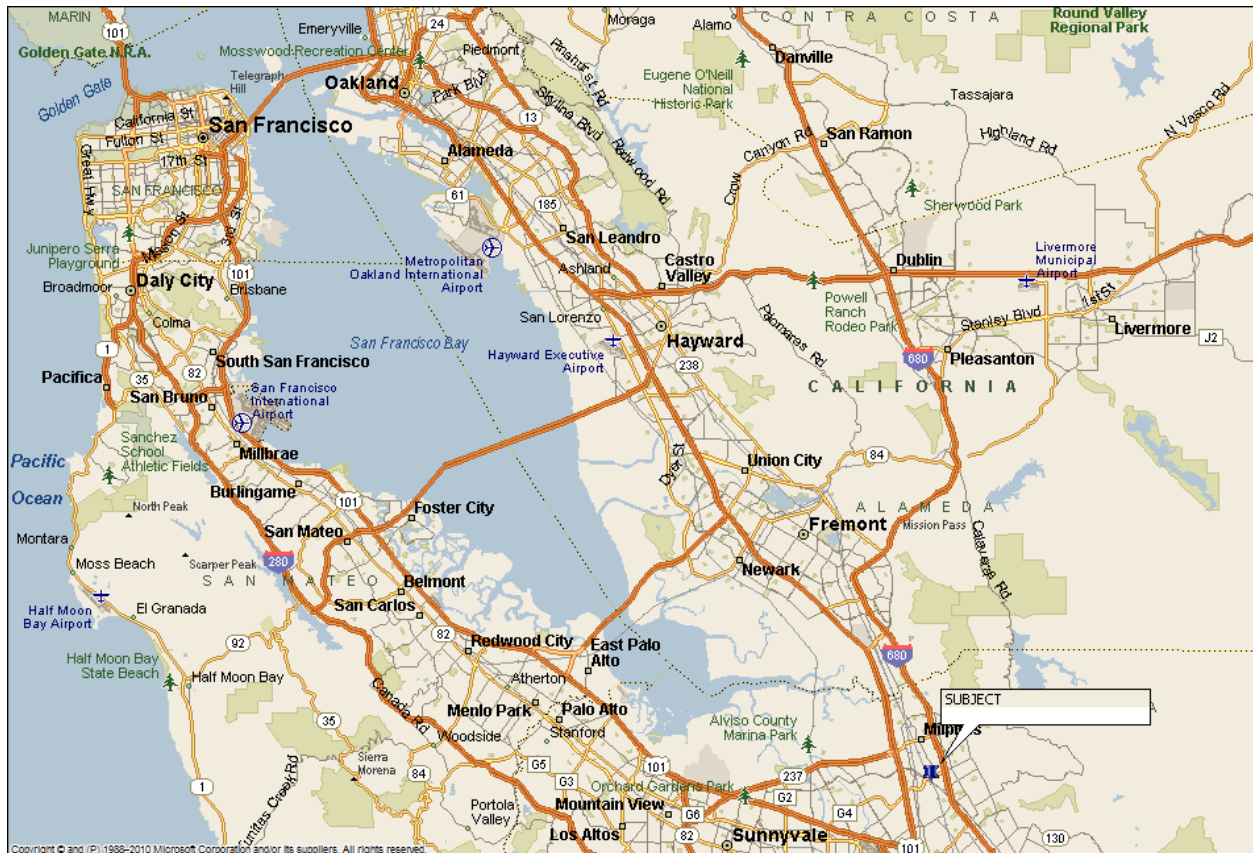
SCOPE OF THE APPRAISAL

Per the client's request, we have performed an appraisal and prepared a **Summary Report**. The methodology section of this report outlines the valuation procedures followed.

The specific steps in the appraisal process include the following:

- Research and analyze all of the applicable land sales within the City of Milpitas, or nearby areas with similar characteristics.
- Confirm details of the comparable sales to the greatest extent possible with the participants of the transaction. These include but are not limited to grantor and grantee, sale price, date, terms and conditions, development potential, number of residential units or square feet of commercial development, etc.
- We investigated land sales that reflect residential land uses of low (3-5 DU/AC) to medium (6-15 DU/AC) densities, typical of those outside the two specific plan areas.
- Once the complete sample of sales was identified and verified, the sales were adjusted for the following characteristics; property rights conveyed, financing, conditions of sale (listings), market conditions (time) and physical condition. A market conditions adjustment is important as the market can change over time and older sales may need to be adjusted to reflect upward or downward trends to the current date of the consultation service.
- Physical conditions are important as parcels are in different stages of improvement and need to be adjusted to a similar base condition. We considered a base value assuming a vacant, level site with all street improvements including curbs, gutters, sidewalks, utilities, and street lights, but no development entitlements. All of the sales have been adjusted to this standard.
- Once the sales were adjusted, we then calculated a mathematical average per acre market value.
- Although we are not considering a specific property, this is an appraisal as the main purpose is to provide an opinion of value. Additionally, we have prepared a Summary Report that provides all of the necessary information to fully document the comparable sales and adjustments and explain the process leading to the final Average Per-Acre Determination of Market Value.

Smith & Associates, Inc.
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REGIONAL ANALYSIS – SANTA CLARA COUNTY

Santa Clara County encompasses a total land area of approximately 1,034 square miles and most of the commercial and residential development as well as the county's population reside on the floor of the 225 square mile Santa Clara Valley. Topographical features that generally border Santa Clara County include the San Francisco Bay and its associated tidelands to the north, the Mount Hamilton Range to the east, the Santa Cruz Mountains to the south, and the Cupertino Foothills to the west.

Originally Santa Clara County was an agricultural area. Before 1945 the county consisted of mostly fruit and nut orchards mainly because of the ideal climate and topographical features gave the agricultural crops protection from elements. Following World War II returning GIs and their new families relocated to Santa Clara Valley, as it became an ideal place for living. During the 1950s, 1960s and 1970s, Santa Clara County experienced an unprecedented housing boom. New subdivisions were built for miles, creating an area of suburban sprawl.

Similar growth patterns are still occurring, but the lack of vacant land available for development, as well as the geographical constraints, has created a shortage of new housing. After the financial crash of 2008 and the Great Recession, the Valley is once again experiencing rising home prices and a lack of housing, largely due to the success of social media companies on the Peninsula and West Valley, such as Google, Facebook, and Yahoo.

Transportation

Santa Clara County is well served by an extensive freeway system, major commercial expressways, commercial rail and passenger light rail systems, as well as an International Airport. Interstate 680, 880, and 280 connect with the west and east San Francisco Bay Areas and the rest of the state. US Highway 101 and State Highways 17, 85, 87 and 237 also add additional freeway access to most areas of Santa Clara County. The Lawrence, San Tomas, Capitol, Foothill, Montague and Central Expressways provide cross-valley routes that are superior to surface streets, but are slower than freeways. State Route 85 serves the south valley and results in a complete road system. This addition has been of great benefit to South Valley residents as it links them directly to employment centers in Cupertino, Sunnyvale, Mt. View, and the San Francisco Peninsula. Nevertheless the overall system is taxed by heavy traffic congestion during commute hours.

The Norman Y. Mineta San Jose International Airport is located northwest near the intersection of Interstate 880, US Highway 101, and State Highway 87 (the Guadalupe Expressway), in the northern part of the city. National and International flight availability is considered above average and is expanding. Additional Domestic and International flights are also available from Oakland and San Francisco International Airports, which are within 40 miles of the Evergreen Views (D.R. Horton) site. The Reid Hillview Municipal Airport is located along Capitol Expressway but this is a small domestic airport that caters to local businesses and recreation flyers.

Union Pacific Railroad provides commercial rail service that serves the industrial developments throughout the City of San Jose and Santa Clara Valley. These corridors are mostly located along Monterey Highway to the west. The Valley Transportation Authority (VTA) provides Light Rail and bus service countywide and the light rail system connects with Caltrain at the Diridon (downtown San Jose), Tamien, Castro (downtown Mountain View), and Evelyn stations. The original light rail system operated primarily from downtown San Jose to points north, where

many residents were employed. However, the light rail lines are now expanding in many directions, becoming more of a full service provider every year. All local transportation improvements have been made in an effort to lighten auto traffic, but to date, success has been moderate. Amtrak provides passenger rail service out of San Jose and Santa Clara, and has a commute line to the south valley, Morgan Hill and Gilroy. A future Light Rail Station is planned to be located along Capitol Expressway, but the timing remains unknown due to funding constraints.

Population

Between 1980 and 1990, the County of Santa Clara grew by 202,506 people. This growth represents a 16% increase in population. Similarly, between 1990 and 2000, the County grew by an additional 185,008, which accounts for a 12% change in population.

It is predicted that the County's population will continue to grow, but at a slower rate. Moderate rates of growth in employment and housing development may account for this slow down in population growth. According to the Census Bureau, the County of Santa Clara's population in 2010 was 1,781,642. From January 1, 2012 to January 1, 2013, the County of Santa Clara's population reportedly grew 1.6%, to 1,842,254. A May article in the San Francisco Chronicle stated that the City of San Jose's population and broken the 1,000,000 barrier and Santa Clara County was again the fastest growing county in the state.

Employment

California's unemployment rate decreased to 7.3 percent in September 2014, and nonfarm payroll jobs decreased by 9,800 during the month for a total gain of 1,409,500 jobs since the recovery began in February 2010, according to data released today by the California Employment Development Department (EDD) from two separate surveys. The U.S. unemployment rate also decreased in September to 5.9 percent.

In September 2013, the unemployment rate was 8.8 percent. The unemployment rate is derived from a federal survey of 5,500 California households.

Nonfarm jobs in California totaled 15,530,500 in September, a decrease of 9,800 jobs over the month, according to a survey of businesses that is larger and less variable statistically. The survey of 58,000 California businesses measures jobs in the economy. The year-over-year change, September 2013 to September 2014, shows an increase of 297,000 jobs (up 1.9 percent).

Income

High employment and high skill levels translate into high income. Santa Clara County is one of the most affluent metropolitan markets in the country. According to ABAG, the mean household income as of January 2000 was \$105,300 significantly higher than statewide or national mean incomes. However, the National, State, and Local Economy went into a significant recession in 2008 and mean household income has not rebounded to the levels reported from 1999 to 2001. Countywide Mean household income declined in 2005 about 11.43%, and according to the Census Bureau, the median household income from 2008 to 2012 was \$90,747. As with the population numbers, this does not take into account the strong growth over the past 2 years.

Regional Conclusion

Santa Clara County is known as the high-technology center of the San Francisco Bay Area and the world. It has a diverse economic base with several industrial and office regional employment centers as well as having a large residential base. Physical features attract both businesses and residents.

While the Valley was one of the areas hit hardest at the start of the recession due to layoffs and a collapse in home values, it has again led the recovery and has done so at a pace faster than the rest of the state and nation. This area is still attractive to businesses for its location, transportation options, highly educated population, and access to capital. High tech is once again leading the way, particularly in social media, biotechnology, and alternative fuel research. While not out of control like the previous “bubble”, median home prices in the Bay Area are up significantly in the past year. Inventory and interest rates are having an effect by not letting prices get out of control, a sign that Silicon Valley is still going strong and poised for a healthy growth period.

AREA AND NEIGHBORHOOD ANALYSIS

The City of Milpitas is located in the northeastern section of Santa Clara County, and it is bounded to the south by the City of San Jose and to the north by the City of Fremont. It is also part of the eastern portion of Silicon Valley. Land uses within the city are relatively diverse with most of the residential development located in the city's northern and eastern areas, while the industrial, research and development, and commercial uses are located primarily in the southern and western areas.

The City is well served by several transportation systems. Highways 680 and 880 run north-south through Milpitas connecting with the East Bay and Oakland to the north, while Highway 237 runs east-west, connecting with Highway 101 and the lower San Francisco Peninsula to the west. Highway 237 connects Highways 680 and 880. Access to and from Milpitas to all parts of the Bay Area, and beyond, is easy and direct by virtue of these three highways passing through the city. Lastly, the City has two Light rail stations that allow residents and employees to connect easily with the high tech and manufacturing companies in located in the City of San Jose, Silicon Valley, and Santa Clara County.

Between I-880 and Highway 680, commercial development is generally oriented along the major thoroughfares of Calaveras Boulevard, North & South Milpitas Drive, Jacklin Road, Montague Expressway, and Main Street. Just west of I-880 are the developing R&D, Office, and older manufacturing facilities north of Montague Expressway and along McCarthy Boulevard and Tasman Drive.

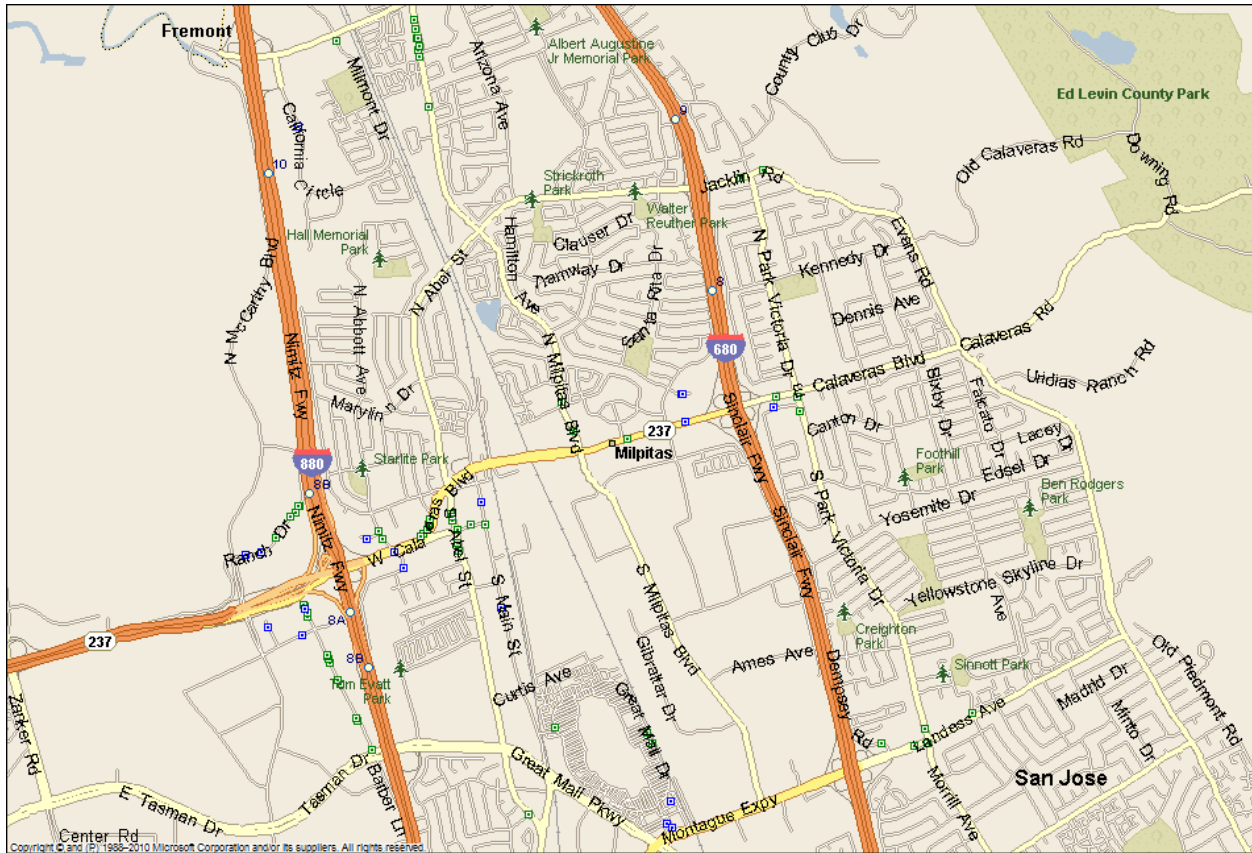
Land uses in Milpitas include commercial, retail, R&D, and industrial to several classifications of residential. These include low density single-family at very low density (less than 1 dwelling unit per acre) to Very High Density Residential with densities that range from 40 dwelling units per acre to as high as 90 dwelling units per acre with a conditional use permit.

Commercial land uses include the Town Center at East Calaveras Blvd. and North Milpitas Blvd. where the City Civic Center is located. Other Commercial uses are General Commercial, Retail Sub-Center, Professional/Administrative Offices, and Highway Service. Industrial land uses consist of Manufacturing and Warehousing, and Industrial Parks. Commercial and Industrial uses are located along the Valley floor with industrial uses centered along the east and west side of Highway 880 corridor as well as along South Milpitas Blvd. Commercial uses are generally found along major traffic arteries such as Main Street, Abel Street and Calaveras Blvd., with the McCarthy Ranch Marketplace at the northwest quadrant of Highways 880 and 237. The Great Mall of Milpitas is along the Montague Expressway.

Conclusion

Although located on the east side of Silicon Valley, Milpitas has become an increasingly desirable location for business, as well as a desirable community in which to live. The high cost of housing and commercial property in the West Valley and lack of available developable land has drawn business and residents to the community. Ease of access to the Bay Area freeway system also helps make this a desirable location.

CITY MAP



NATIONAL AND STATE ECONOMIC CONDITIONS

The UCLA Anderson Forecast is one of the most widely watched and often-cited economic outlooks for California and the nation and was unique in predicting both the seriousness of the early-1990s downturn in California and the strength of the state's rebound since 1993. More recently, the Forecast was credited as the first major U.S. economic forecasting group to declare the recession of 2001. Below is their most recent report, published on September 11, 2014.

UCLA Anderson Forecast: National Economy Growing; Unemployment Rate Dropping; Defense Spending on the Rise California Recovery Continues at a "Painfully Plodding" Pace

UCLA Anderson Forecast's third quarterly report of 2014 indicates that the real Gross Domestic Product for the United States will grow at about 3 percent over the next two years, following a decline of 2.1 percent in the first quarter of this year and a rebound of 4.2 percent growth in the second. On an annual basis, GDP growth will rebound a full percentage point in 2015 to 3.1 percent and to 3.4 percent in 2016. Payroll job growth should average 230,000 per month; by the end of 2016 the unemployment rate will drop to 5.3 percent. In California, employment growth is forecast to be 2.4 percent in 2015 and 2.2 percent in 2016, which will drive down the unemployment rate to 5.7 percent by 2016, just 0.3 percent higher than the U.S. rate.

The National Forecast

Highlights of the September forecast include an expected rise in inflation, as measured by the headline and core consumer price indices. UCLA Anderson Senior Economist David Shulman forecasts inflation at 2 percent or higher over the next two years, driven primarily by rising residential rents and increasing health care costs. The Federal Reserve Board could raise rates by March 2015, in response to declining unemployment and rising inflation. The sectors expected to fuel the nation's economic growth include housing, nonresidential construction and investment in equipment and software.

"Despite the housing recovery being slower than we anticipated, we forecast that housing starts will rise from this year's estimated 1.025 million units to 1.32 million and 1.47 million units in 2015 and 2016, respectively," Shulman writes. "Because of continuing investment in energy production and a revival in commercial construction, nonresidential construction will start to increase rapidly in mid-2015. In 2016, investment in nonresidential construction is forecast to expand at a robust 8.2 percent. Continued strength in equipment and software spending will continue to buoy the economy."

There is a major change from prior forecasts stemming from anticipation that defense spending will increase, rather than decline. Citing the rise of Islamic State of Iraq and the Levant (ISIL) in the Middle East, and the presence of Russian troops in Ukraine, Shulman writes that there will be a "rethinking" of the U.S.'s defense posture. The forecast models in an additional \$24 billion per year in defense spending by 2016.

"For those with a long memory, we would note that the Reagan defense build-up started under President Carter in 1979 after the Iranian Revolution and the Soviet invasion of Afghanistan," Shulman writes.

The California Forecast

In the California forecast for September 2014, UCLA Anderson Senior Economist Jerry Nickelsburg writes, "The California economy is moving forward in an expansion from the depths of the Great Recession. But, even though the number of jobs is now higher than any time in the past, the state remains below its potential in output and employment. That we are entering the sixth year of expansion illustrates just how painfully plodding this recovery process has been."

The current forecast accounts for two countervailing forces that will be affecting the California economy: the U.S. economy is growing stronger, while the world economy is expected to be weaker. The result is a forecast that is only slightly stronger than that released in June.

In the housing sector, Nickelsburg notes that prices continue to rise in response to new household formation. "Construction permits have been increasing and our expectation is that this will continue through the forecast horizon," writes Nickelsburg. New home starts are expected to increase by 5 percent in California and nationwide. Job growth for 2016 is forecasted at 3 percent in California, rising more quickly than growth in the nation.

MARKET OVERVIEW

We are developing an estimate of residential land values (the most likely placement of park land) outside the Midtown and Transit Area Specific Plan areas of Milpitas, so we looked at both home re-sale values and new home/apartment development. The densities for residential development tend to be lower outside those plan areas, therefore we see more townhome and single-family home development, compared to higher density condos and apartments within the plan areas. First is information on the overall housing industry from DataQuick, then statistics on new home development in Santa Clara County from The Gregory Group.

Housing Market – Excerpts from most recent DataQuick report

Strongest September for Bay Area Home Sales in Five Years; Prices Flat October 14, 2014

The number of homes sold in the Bay Area last month edged up to its highest level for a September since 2009, the result of some spillover summer activity and sustained demand in a strong regional economy. Prices appear to have flattened out at a level reached this spring, Irvine-based CoreLogic DataQuick reported.

A total of 7,443 new and resale houses and condos sold in the nine-county Bay Area last month. That was down 1.8 percent from 7,578 in August and up 4.2 percent from 7,141 in September last year, according to CoreLogic DataQuick.

A decline in sales from August to September is normal for the season. Last month's sales count was the highest for any September since 7,879 homes were sold in 2009. Sales for the month of September have varied from 5,014 in 2007 to 13,343 in 2003. The average since 1988, when CoreLogic DataQuick's statistics begin, is 8,479.

The median price paid for a home in the nine-county Bay Area was \$604,000 in September. That was down 0.5 percent from \$607,000 in August, and up 14.0 percent

from \$530,000 in September last year. The median sale price lurched above \$600,000 this April, when it was \$610,000, and then reached a 2014 high of \$618,000 in June. Since then the median has declined slightly on a month-to-month basis.

The Bay Area's median sale price peaked at \$665,000 in June and July 2007, then dropped to a low of \$290,000 in March 2009.

"Some analysts are re-calculating what they consider to be normal sales levels, taking out the 'loans-gone-wild' years of over-available credit. And if you do that, current sales are right in the normal range. We still have issues today, though. The mortgage market is still dysfunctional. There are categories of buying and selling that are still inactive, and nobody really has any idea just how much pent-up demand there is out there," said John Karevoll, CoreLogic DataQuick analyst.

	Sales Volume			Median Price		
All homes	Sep-13	Sep-14	% Chng	Sep-13	Sep-14	% Chng
Alameda	1,468	1,613	9.9%	\$510,500	\$560,000	9.7%
Contra Costa	1,385	1,460	5.4%	\$409,000	\$450,000	10.0%
Marin	300	270	-10.0%	\$750,000	\$880,000	17.3%
Napa	131	108	-17.6%	\$431,500	\$500,000	15.9%
Santa Clara	1,753	1,732	-1.2%	\$640,000	\$694,500	8.5%
San Francisco	511	510	-0.2%	\$820,000	\$938,000	14.4%
San Mateo	561	656	16.9%	\$680,000	\$790,000	16.2%
Solano	495	509	2.8%	\$273,500	\$305,000	11.5%
Sonoma	537	585	8.9%	\$409,500	\$458,250	11.9%
Bay Area	7,141	7,443	4.2%	\$530,000	\$604,000	14.0%

Source: DataQuick, www.DQNews.com

New Home Sales

The following chart for Santa Clara County is from The Gregory Group, which tracks new home development and sales. While the rate of increase has slowed some, median home prices have continued to rise. We have also included the totals for San Mateo County to show the upward pressure that that area puts on Silicon Valley.

County/Community (Average Price/ Quarter Sales)	4th Qtr	1st Qtr 2013	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr 2014	2nd Qtr	3rd Qtr	Quarter % Change	Year Ago % Change
Santa Clara County	\$677,344 200	\$742,666 270	\$767,580 203	\$816,911 147	\$888,335 211	\$769,084 427	\$803,307 473	\$934,540 461	16.3%	14.4%
<i>Gilroy</i>	\$613,766 24	\$674,477 8	\$712,866 11	\$724,490 2	\$728,996 12	\$647,781 27	\$654,649 100	\$667,488 52	-2.5%	213.6%
<i>Milpitas</i>	-- --	-- --	-- --	-- --	\$708,783 48	\$704,053 161	\$744,101 183	\$746,737 120	2.0%	-7.9%
<i>Morgan Hill</i>	\$718,315 12	\$727,982 32	\$727,766 60	\$796,516 29	\$819,729 78	\$785,871 85	\$795,063 37	\$795,576 75	-48.0%	2500.0%
<i>San Jose</i>	\$587,752 147	\$701,913 107	\$756,050 83	\$798,505 65	\$760,805 50	\$786,673 119	\$850,887 144	\$901,972 156	0.4%	--
<i>Sunnyvale</i>	\$924,123 15	\$905,271 53	\$1,293,831 13	\$1,250,426 18	\$926,250 11	\$926,250 25	\$926,250 2	\$1,206,491 33	0.1%	-0.1%
San Mateo County	\$801,270 22	\$757,402 70	\$861,736 44	\$851,420 60	\$854,350 31	\$1,063,458 75	\$1,044,620 184	\$1,067,261 55	102.7%	158.6%
									6.0%	13.0%
									8.3%	140.0%
									30.3%	-3.5%
									1550.0%	83.3%
									2.2%	25.4%
									-70.1%	-8.3%

While it appears that Milpitas home prices have gone up about 5% over the past year, there is another factor that must be considered in our analysis of demand for land. There are already a number of approved projects in various stages of construction that will bring about 1,300 low-density units to market. These are all outside the Midtown and Transit Area Specific Plan areas and in addition to the nearly 4,300 units approved in those areas. One broker we spoke with who specializes in land acquisition told us that “the majority of lower density land has been purchased. Mainly higher density land remains and Milpitas is not yet a proven apartment/condo market so there will be few if any high density land purchases.”

On the next page is a graphic summary from the Milpitas Planning Department showing all the projects that have already been approved. Many have started construction and some are near completion. Seven of the projects are outside the Transit Area or Midtown Specific Plan Areas. Those project names are circled in yellow on this graphic and they account for a total of 1,309 dwelling units coming to market. Project 1, Landmark Tower, is technically outside the Specific Plan Areas. But it is directly across the freeway from them and is more typical of those super high density projects, at 125 units/acre. Therefore, we included that sale in the appraisal for the Specific Plan Areas.

CONCLUSIONS

While home prices continue to rise and the economy continues to gain ground, we have not seen much in the way of new Milpitas land transactions in 2014. The main reason is the large number of already approved projects that are coming to market and need to be absorbed first. There was a flurry of land acquisition activity in 2011-2013. But with those projects now approved and under construction, the land market appears to be taking a breather.



CITY OF MILPITAS

APPROVED PROJECTS

For Project and Owner Information: http://www.ci.milpitas.ca.gov/government/planning/proj_approved.asp

2008-2013

1. LANDMARK TOWER



375 dwelling units and 148,805 square feet of commercial space in 18 stories on three acres (125 dwellings per acre). APN: 86-01-034
Developer: Cong Nguyen (408) 748-1847

2. FAIRFIELD MURPHY RANCH



374 apartment units (49.3 dwellings per acre).
APNs: 86-01-041.
Developer: Fairfield Residential (858) 457-2123

3. COYOTE CREEK



285 townhomes (211 dwellings per acre).
APNs: 86-01-042
Developer: Tim Cotton (925) 543-5555

4. HARMONY



276 townhomes and condominiums on a 12.33 acres. (APNs: 86-41-019,020,021,022)
Developer: D.R. Horton (925) 225-7400

5. APEX



The project includes 366 dwelling units on a 6 acres. (57 units per acre) APN: 86-12-016
Developer: Lyon Realty Advisors Inc. (949) 838-1280

6. SHEA PROPERTIES



204 dwelling units on 2.72 acres (74 du/ac)
APN: 086-16-100
Developer: She Properties, (949) 389-7286

7. SUNDROP



83 dwelling units on 4.98 acres
(16.6 dwellings per acre).
APNs: 86-29-050, -049
Developer: Jake Lavin (408) 345-1767

8. CITATION



732 dwelling units on 16 acres (45 dwellings per acre). APN: 86-32-037
Developer: Ken Perry (408) 985-6000

9. MILPITAS STATION



303 dwelling units on 12.1 acres (25 dwellings per acre). APNs: 86-32-039, -040, -038, -033, -034
Developer: Patricia Broun RCC (949) 553-0627

10. CAPITOL TOWERS



12 story towers with 460 dwelling units (82 units/acre) on 5.6 acres. (APN: 086-37-027)
Developer: Community Housing Development, Inc. (408) 480-2942

11. BELCOURT



80 single family dwellings on 9.65 acres (8.2 dwellings per acre). APN: 086-29-061, 062, 075, 076.
Developer: Kevin Pahlson (925) 997-3944

12. INTEGRAL PROPERTIES



District 1: North three parcels near Great Mall Parkway, includes 954 dwellings in four mixed use buildings and includes 87,023 square feet of commercial space.
Developer: Integral Communities. (925) 984-7137
District 2: South four parcels, includes 200 dwellings.
Developer: Taylor Morrison (408) 628-4280
Entire project site is 23 acres (50.1 dwellings per acre) (APNs: 86-33-092, -101, -093, -099, -094, -095, -098)

13. TRUMARK HOMES



134 dwelling units on a 9.2 gross acres.
APNs: 86-36-043
Developer: Trumark Homes (925) 309-2503

14. LYON MONTAGUE



451 dwelling units on 7.98 acres (56 units/acre)
APNs: 86-37-004, 020, 021
Developer: Lyon Communities (949) 838-1244

15. ORCHID RESIDENTIAL



80 dwelling units on 11.3 acres.
APN: 86-28-041, 86-38-003
Developer: D.R. Horton (925) 225-7400

16. LIVEWORK RESIDENTIAL



32 Single Family Homes with live-work units on 2.7 acres. APNs: 86-39-001, 002.
Developer: TRI Point Homes (925) 804-2230

17. WARMINGTON



206 units on 12.51 acres. (17.8 dwellings per acre)
APNs: 86-36-003, 004, 005, 006
Developer: Warmington Homes (925) 866-6700

APPRAISAL METHODOLOGY – SALES COMPARISON APPROACH

The most common way of estimating land value is the Sales Comparison Approach in which recent sales or offerings of vacant land are gathered and analyzed. Typically, the values indicated by the comparable transactions are reduced to a unit of comparison such as sales price per square foot of land area, price per buildable unit, or price per square foot of developable building area. We should point out that many of these “land” sales have existing buildings on them that must be torn down. Because we are interested in the base land value we must include these demolition costs, since they are part of the cost to the buyer to get vacant land.

The land sales and listings developed for this assignment are displayed on the following **Comparable Land Sales Summary Tables**. Details and comments with respect to each sale are provided in the table, while discussions on adjustments to the unit of comparison are discussed in the following paragraphs. We have also included **Land Sales Adjustment Tables**.

The sales and listings are adjusted for property rights conveyed, financing, conditions of sale, market conditions (time), and physical factors, where necessary. Adjustments for location were not necessary as all sales are in the City of Milpitas. We did adjust for density, since we included some of the Midtown/Transit Area sales for comparison. The following narrative discussion will explain the adjustments for each comparable.

Land Sales Discussion

The following tables identify several sales that we believe are comparable for this appraisal. We added a new sale from the SPA that is a lower density, but we have not added any new comparable sales outside the SPA. There was one 2014 sale in the California Circle Project area that had too many qualifiers to list as a comparable, but we will discuss it at the end as the buyer described it to us.

The appraisal assignment is to render an opinion of the average price for a hypothetical 1-acre parcel of land with the potential of being developed as a park. It is residential use that triggers the need for parks and the desire is to have the parks within or adjacent to new residential development. Therefore, we considered only land sales intended for residential use.

As stated at the beginning of this section, we are estimating the value of vacant land. Therefore, an estimate of demolition costs has been included with each sale that has site improvements, to get the true price paid for the land only.

COMPARABLE RESIDENTIAL LAND SALES							
	ADDRESS APN	BUYER	SALE DATE	LOT SIZE S.F.	PRICE TOTAL	INTENDED USE	COMMENTS
		SELLER	DOC #	ACRES	PER SF	ZONING	
OUTSIDE MIDTOWN / TRANSIT AREA SALES							
1	31 S. Milpitas Blvd. Milpitas 086-28-041 & 086-39-003	DR Horton	Apr-13	495,277 11.37	\$37,680,000	80 SFR 7.08 DU/Ac TC-PUD 19	Approved Tentative Map \$1,000,000 for demo of 2 industrial buildings
		Limar Realty Corp 2 (041)	22182994		\$1,000,000		
		Topaz RE Investors LLC (003)	22182993		\$38,680,000 \$78.10		
2	375 Los Coches St. Milpitas 086-39-002 & 001	San Ramon Land LLC	May-13	115,869 2.66	\$5,650,000	33 SFR 12.41 DU/Ac TC-PUD 19	Subject to Entitlements \$125,000 for demo of industrial building
		Less Properties LLC	22233879		\$125,000		
		Genesis United Methodist Church	Dec-12 22006634		\$5,775,000 \$49.84		
3	245-373 Sinclair Frontage Rd. Milpitas 086-29-061,062,075,076 & 042	Brookfield Homes	Jun-12	420,791 9.66	\$19,350,000	80 SFR 8.2 DU/Ac PD2007-10	Subject to Entitlements \$700,000 for demo of 4 industrial buildings
		Mission Peak Homes LLC	21728782		\$700,000		
					\$20,050,000 \$47.65		
4	905-980 Los Coches St. Milpitas 086-29-049 & 050	Robson Homes	Aug-11	230,433 5.29	\$11,900,000	83 SFR 16.6 DU/Ac TC-PUD 19	Subject to Entitlements \$300,000 for demo of 2 buildings
		Green Valley Corp.	21280444		\$300,000		
					\$12,200,000 \$52.94		
5	Murphy Ranch Rd. Milpitas 086-01-046	ORA Murphy Ranch 285 LLC	Jun-11	567,587 13.03	\$24,811,000	285 TH 22 DU/Ac R-4 PD	Subject to Entitlements 1/2 mile to light rail
		Fairview Murphy Rd. LLC	21196423		\$43.71		
MIDTOWN / TRANSIT AREA SALES							
6	573-625 Trade Zone Milpitas 086-36-003, 004, 005 & 006	Toll Brothers	Aug-13	544,936 12.51	\$46,000,000	206 Units 22.91 DU/Ac net R-3 - TOD	Fully Entitled Small auto salvage buildings to demolish
		Warmington Residential	22337612		\$60,000		
					\$46,060,000 \$84.52		
7	1338 S. Main St Milpitas 086-23-004 & 016	Kumar/Sharma	Sep-12	18,998 0.44	\$775,000	Hold High Density	Potential residential development but more likely commercial/retail
		WU Cherry & K 1990 Trust	21858173		\$40.79		
8	1625-1845 McCandless Milpitas 086-41-019,020,021 & 022	DR Horton	Aug-12	534,481 12.27	\$22,600,400	276 Units 22.5 DU/Ac R-3	Subject to Entitlements \$1,300,000 for demo of three industrial buildings < 1/2 mile to light rail
		Mission West Properties	21536587		\$1,300,000		
					\$23,900,400 \$44.72		
9	Trade Zone Blvd. & Montague Milpitas 086-36-043	Trumark Companies	Jul-12	361,548 8.30	\$18,500,000	134 Units 16 DU/Ac R-3	Subject to Entitlements \$1,043,000 for demo of three industrial buildings < 1/2 mile to light rail
		Mission West Properties	21741832		\$1,043,000		
					\$19,543,000 \$54.05		
10	1435-1620 McCandless Dr. Milpitas 086-33-094, 095, 098, 099	Taylor Morrison	Apr-12	420,790 9.66	\$19,350,000	200 Townhomes 20.7 DU/Ac R-3/PD	\$1,000,000 for demo of 4 industrial buildings 1/3 mile to light rail Subject to Entitlements
		Mission West Properites	21646463		\$1,000,000		
		LP V			\$20,350,000 \$48.36		

Adjustments to the Comparables

All of the pertinent information for the comparables is presented in the Summary Tables and only adjustments to the sales will be discussed here. Since we are providing an opinion of the Average Market Value of a hypothetical one-acre parcel of land for the City of Milpitas and not a specific property, the overall adjustments are minor.

Market Conditions

Home prices are still on the rise, though sales volume is slowing down and absorption is a question in the coming year. With the economy still growing, we added only a modest increase to our numbers from last year's report with regard to sales prior to 2014.

Location

As stated earlier, all are Milpitas sales and need no adjustment. We considered land sales in nearby parts of Fremont and San Jose but other factors made them not comparable.

Density

Most new residential development outside the Midtown and Transit Area Specific Plans is in the medium density range of 6-15 DU/Ac. We also used sales from within those plan areas that were close to that density range.

Entitlements

All of the sales except Sale 1 and 6 went into escrow “subject to entitlements.” This means that during the escrow period, the buyer initiates and pays for all the steps to get an entitled project. If their original expectations cannot be executed, they have the ability to walk away from the deal with only the loss of a deposit in most cases. But this seems to be the typical way that un-entitled land is purchased – it will be entitled by the time escrow closes, but the buyer pays for the entitlement process on top of the price they paid for the un-entitled land. Sale 1 already had an approved tentative map when DR Horton purchased the land (paid for by original developer Braddock & Logan). Sale 6 was assembled and entitled by Warmington Homes before selling to Toll Brothers. So those sales warrant a downward adjustment for superior entitlements. The approval process from an industrial use to a mapped residential development can be significant, so these are larger adjustments.

Conclusion

While we have attempted to adjust the sales to the hypothetical subject property for the differences identified in the adjustment grid, it must be remembered that the adjustment process is not an exact science. It reflects the appraiser’s judgment regarding these differences and their magnitude relative to the overall sale price. The table below summarizes these adjustments and then averages the values by various groupings – both outside and inside the specific plan areas, and then Milpitas as a whole. The groupings are quite close because we included only specific plan sales at the low end of the high density range (i.e. near the high end of the medium density range). Sales 1 and 6 are given less weight because 1 had a tentative map and 6 was fully entitled at the time of sale. Sale 7, the lowest at \$40.79/s.f. unadjusted, is given less weight because the location makes it more likely that a retail use will be built, rather than residential.

Additional Sale

As mentioned earlier, there was one sale for land in the low/medium density range (6-15 DU/Ac) toward the north end of Milpitas. This is in the California Circle Project area, which is currently an industrial park. In February 2014, Trumark Companies closed on 8.66 acres of land with two vacant R&D buildings totaling 106,657 s.f. The plan is to demolish the existing buildings and construct 84 single-family detached homes. The purchase price was \$13,000,000, or \$34.46/s.f. But the buyer told us “the property was tied up in 2011, so a completely different market. We also entered into the purchase agreement on the basis of the existing use. It is not a comp for a residential use from both a timing and use perspective. We invested a tremendous amount of money and time to secure entitlements.” He estimates the land today would be worth in the “mid \$20’s million range on a residual, entitled basis.” This would be about \$66.27/s.f. It would be more fully entitled than our benchmark property type, but provides some support for our conclusion of un-entitled residential land in the low \$50/s.f. range.

COMPARABLE LAND SALES - RESIDENTIAL										
ELEMENT OF COMPARISON	OUTSIDE MIDTOWN/TRANSIT AREAS					INSIDE MIDTOWN/TRANSIT AREAS				
	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5	SALE 6	SALE 7	SALE 8	SALE 9	SALE 10
DATE OF SALE	Apr-13	May-13	Jun-12	Aug-11	Jun-11	Aug-13	Sep-12	Aug-12	Jul-12	Apr-12
BASE PRICE PER SF LAND	\$78.10	\$49.84	\$47.65	\$52.94	\$43.71	\$84.52	\$40.79	\$44.72	\$54.05	\$48.36
PROPERTY RIGHTS CONVEYED	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ADJ. PRICE	\$78.10	\$49.84	\$47.65	\$52.94	\$43.71	\$84.52	\$40.79	\$44.72	\$54.05	\$48.36
FINANCING TERMS	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ADJ. PRICE	\$78.10	\$49.84	\$47.65	\$52.94	\$43.71	\$84.52	\$40.79	\$44.72	\$54.05	\$48.36
CONDITIONS OF SALE	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ADJ. PRICE	\$78.10	\$49.84	\$47.65	\$52.94	\$43.71	\$84.52	\$40.79	\$44.72	\$54.05	\$48.36
MARKET CONDITIONS (TIME)	5.0%	5.0%	10.0%	10.0%	10.0%	5.0%	10.0%	10.0%	10.0%	10.0%
ADJ. PRICE	\$82.00	\$52.33	\$52.41	\$58.24	\$48.08	\$88.75	\$44.87	\$49.19	\$59.46	\$53.20
LOCATION	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
PHYSICAL CHARACTERISTICS										
DENSITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ENTITLEMENTS	-30.0%	0.0%	0.0%	0.0%	0.0%	-40.0%	0.0%	0.0%	0.0%	0.0%
UTILITY/USE	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
TOTAL ADJUSTMENT	-30.0%	0.0%	0.0%	0.0%	0.0%	-40.0%	0.0%	0.0%	0.0%	0.0%
INDICATED PRICE PER SF LAND	\$57.40	\$52.33	\$52.41	\$58.24	\$48.08	\$53.25	\$44.87	\$49.19	\$59.46	\$53.20
	\$53.69					\$51.99				
	\$52.84									

FINAL VALUE RECONCILIATION

With respect to reconciliation, there is, in this case, only one applicable approach to value, the Sales Comparison Approach. As a result, this is the sole basis for the value conclusion. The Sales Comparison Approach to value is believed to be the most relevant indicator of value, as it is the most likely method of valuation for vacant land.

All sales are fairly close based on location, timing, and density. After only a couple of necessary adjustments, we see a consistent range that makes the average of all sales appropriate given that the in-lieu park fee applies across all of Milpitas outside of the Midtown and Transit Area Specific Plan areas.

Based on our investigation and analysis, it is our opinion that the Average Market Value of the Fee Simple Estate in a potential park site location in the City of Milpitas, outside the Midtown and Transit Area Specific Plan areas, subject to the attached General and Extraordinary Assumptions and Limiting Conditions, and any Hypothetical Conditions, as of December 1, 2014, is:

\$53.00 per square foot
or
\$2,308,680 per acre

William O. Hurd, MAI

California General Certified Real Estate Appraiser No. AG034899

SUMMARY

After 20+ years in the technology industry, Mr. Hurd has been a professional real estate appraiser and consultant in Northern California since 2004. He is a designated member of the Appraisal Institute, with appraisal experience in the entire San Francisco Bay Area and Sacramento. Mr. Hurd has lived in the Bay Area for over 30 years.

Property types valued and analyzed include the following:

- * *Commercial (Office, Medical, Retail, Restaurant)*
- * *Industrial (Warehouse, Light Industry, Production)*
- * *Vacant Land (Commercial, Industrial, Mixed-Use)*
- * *Specialty (Eminent Domain, Right-of-Way, Arbitration)*
- * *Subdivision (Lots, SFR, Condominiums)*

WORK HISTORY

2004 - Present	Commercial Appraiser	Smith & Associates, Inc.
2003 - 2004	Owner	Twin Oak Properties
2001 - 2003	V.P. Bus. Development	Imperial Technology
1999 - 2001	Dir. Field Services	Provato
1988 - 1998	Dir. Sales Engineering	Sybase
1980 - 1988	Technical Sales	AT&T

ASSIGNMENTS OF INTEREST

- Litigation support for both public agencies and private land owners
- Prepared preliminary budgetary valuation studies for several hundred properties for the proposed BART extension from Fremont to San Jose and Santa Clara
- Appraised land for several redevelopment projects for the Sacramento Housing and Redevelopment Agency
- Completed rent surveys and full appraisals for both regional and international airports
- Prepared Public Land Acquisition Value appraisal for City of Elk Grove
- Appraised over 20 properties and provide ongoing support for Capitol Expressway Light Rail Project in San Jose

EDUCATION

Bachelor of Science, Psychology University of Dayton, Dayton, Ohio

Anthony Schools Courses: Basic Real Estate Appraisal; Legal Considerations in Appraisal; Math and Regulations for Appraisers; Uniform Standards of Professional Appraisal Practice

Appraisal Institute Courses: Advanced Income Capitalization; Subdivision Valuation; Advanced Highest and Best Use; Narrative Report Writing; Advanced Sales Comparison & Cost Approaches; Report Writing & Valuation Analysis; Advanced Applications; Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book); Wetlands, Waterways, and Unusual Land Valuation Issues; Condemnation Appraising: Principals and Applications

AFFILIATIONS

State of California Certified General Real Estate Appraiser, No. AG034899
Member of the Appraisal Institute, MAI No. 13343

Terry S. Larson, MAI - Partner

California Certified General Real Estate Appraiser No. AG007041

QUALIFICATIONS

Terry Larson has been a professional real estate appraiser and consultant in Northern California since 1981. He concentrates his work in the San Francisco Bay Area and Sacramento Regions, but has also performed national assignments in over twenty states.

Terry began his career with American Appraisal Associates, the largest full service valuation firm in the world, providing valuation services for real estate, personal property, and intangible business assets. As manager of the Northern California Real Estate Valuation Group, his staff and territory covered California and assignments across the country.

Upon joining Smith & Associates in 1997, Terry expanded the firm's territory into Santa Clara, San Mateo, San Francisco and Marin Counties and built a group of appraisers that emphasize litigation support, eminent domain, partial interest valuations and special purpose properties, including airport appraisals. With over \$2 billion in annual valuations, Smith & Associates has three offices to serve client needs; Danville in the East Bay, San Mateo in Silicon Valley and Folsom in the Sacramento Region.

Terry regularly provides litigation support services for property analysis and valuation, deposition and expert witness testimony, arbitration & mediation services in disputes regarding real estate values and fair rental rates, and related matters.

CLIENTS

Banks and other lenders, developers, attorneys, private property owners, government agencies including cities and counties, the State of California, and the Federal Government. For a client list see our web page at www.SmithAssociatesInc.com.

EXPERT WITNESS TESTIMONY

Testified in dozens of cases including eminent domain representing agencies and private property owners, fire damage, diminution in value, contract fraud, land slide and breach of fiduciary responsibilities in real estate transactions.

Qualified Expert Witness in Superior Court for Santa Clara, Contra Costa, Marin and Sacramento Counties. Testified at San Mateo County Tax Board regarding the Redwood Shores Special Assessment District with an estimated value of \$1 billion. Testified in Santa Clara County Criminal Court as a percipient witness in a real estate fraud case.

SPEAKING ENGAGEMENTS

Southwest Chapter of the American Association of Airport Executives
Appraisals and Lease Negotiations, January 2011

Santa Clara County Brokers Association
Role of the Real Estate Appraiser, June 2008

Appraisal Institute Spring Litigation Conference
Subsurface Easements, May 2013

Terry S. Larson, MAI - Partner

Page 2

PROPERTY TYPES APPRAISED

Commercial	Retail, Office, Apartments, Hotels, & Restaurants.
Industrial	Warehouse, Industrial, R&D, Mini-Storage, Manufacturing Plants, Truck Facilities, Cross Docks, & Corporate Campuses.
Vacant Land	Industrial, Commercial, Agricultural, Residential & Mitigation.
Specialty	Golf Courses, Mixed-Use Projects, Food Processing, Jet Hangars, Fixed Base Operations, Sr. Housing, RV Parks, Right-of-Way, Easements, Detrimental Conditions, Partial Interests, Eminent Domain, Residential Subdivisions, Arbitration, Mediation & Appraisal Reviews.

WORK HISTORY

1997 – Present	Partner	Smith & Associates, Inc.
1996 - 1997	Commercial Realtor	Cornish & Carey, Investment Services Group
1988 - 1996	Senior Appraiser	Hulberg & Associates, Inc.
1981 - 1988	Appraisal Manager	American Appraisal Associates, Inc.

EDUCATION

Bachelor of Science, School of Business Finance, University of Oregon, 1980

Appraisal Institute Courses:

Real Estate Appraisal Principles; Basic Valuation Procedures; Capitalization Theory and Techniques; Standards of Professional Practice; Case Studies in Real Estate Valuation; Valuation Analysis and Report Writing; Uniform Standards of Professional Appraisal Practice (USPAP); Case Studies in California Eminent Domain; Federal and State Laws and Regulations; The Appraisers Workfile; Appraisals for Estate Tax Purposes; Valuations of Partial Interests; Fractional Interest and Business; California's Condemnation Process; Appraisal of Nursing Facilities; Right of Way Acquisitions; Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book).

International Right of Way Association Courses:

Appraisal of Partial Acquisitions; Eminent Domain Law, Basics for Right of Way; Issues in Eminent Domain Valuation; Telecommunications and Rights of Way.

PROFESSIONAL AFFILIATIONS

State of California Certified General Real Estate Appraiser, License No. AG007041
Member of the Appraisal Institute, MAI No. 11046
Member of the International Right of Way Association, Member No. 2508

APPRAISAL FOR

**In-Lieu Park Fees
Midtown and Transit Area Specific Plans
City of Milpitas, California**

File Number: T143831

PREPARED FOR:

**Mr. Steven G. McHarris
Planning & Neighborhood Services Director
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035**

PREPARED BY:

**William O. Hurd, MAI
AG034899**

**Terry S. Larson, MAI
AG007041**

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December 11, 2014

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Mike Dixon

Mr. Steven G. McHarris
Planning & Neighborhood Services Director
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035

RE: Appraisal for In-Lieu Park Fees in Midtown and Transit Area Specific
Plan Areas, City of Milpitas, California

Dear Mr. McHarris:

At your request, we have performed an appraisal for In-Lieu Park Fees. The purpose of the appraisal is to provide an opinion of the Average Market Value of a hypothetical one-acre parcel of land in the City of Milpitas Midtown and Transit Area Specific Plan areas with the potential of being developed with a park. This report does not consider any individual property, but rather looks at the Average Price per Acre throughout the specific plan areas, with residential zoning. The property rights considered are those of the Fee Simple Estate. The function of the report is for use by the City of Milpitas to assist in setting in-lieu park fees to be charged to developers in the specific plan areas.

The client is the City of Milpitas. The intended user of this appraisal is the City of Milpitas and the intended use is to assist in setting city-wide in-lieu park fees to be charged to developers.

The City has stated that a new city park is most likely to be located in the Transit Oriented and the Midtown Specific Planning Areas. Though these two planning areas have sites with commercial, industrial, and mixed-use designations, the majority of the acreage within both planning areas are zoned for High Density Residential. Also, it is residential use that triggers the need for parks and the desire is to have the parks within or adjacent to new residential development. Therefore, we considered only land sales intended for residential use. Though we are not evaluating a specific parcel, our primary purpose is to provide an opinion of value of a hypothetical one-acre site therefore, our conclusions are considered an appraisal.

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Mr. Steven G. McHarris
City of Milpitas
Page 2

Based on our investigation and analysis, as described in the attached report, it is our opinion that the Average Market Value of the Fee Simple Estate in a potential park site location in the City of Milpitas Mid-Town and Transit Area Specific Plan areas, subject to the attached Extraordinary and General Assumptions and Limiting Conditions, and any Hypothetical Condition, as of December 1, 2014, is:

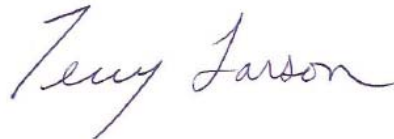
\$64.00 per square foot
or
\$2,787,840 per acre

The attached report contains the factual data and reasoning upon which the appraisal has been predicated. This report has been written in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), the Appraisal Institute Standards, and the City of Milpitas.

Please see the General and Extraordinary Assumptions and Limiting Conditions and Hypothetical Conditions regarding the values presented in this appraisal report, as shown in Section I - Introduction.



William O. Hurd, MAI
Certified General Real Estate Appraiser
State of California #AG034899, exp. date 8-17-2016



Terry S. Larson, MAI
Certified General Real Estate Appraiser
State of California #AG007041, exp. date 11-30-2016

WOH, TSL
enclosure

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Client:	City of Milpitas
Intended User:	City of Milpitas
Property Location:	Milpitas Mid-Town & Transit Area Specific Plan Areas
Property Type:	Potential Park Land
Assessor's Parcel Number:	N/A
Land Area:	Hypothetical One-Acre Parcel
Zoning:	Residential
General Plan:	Residential
Flood Hazard Zone:	No
Alquist Priolo Special Study Zone:	No
Present Use:	Residential
Highest and Best Use:	Residential – Suitable for Park Land
Estate Appraised:	Fee Simple
Purpose of the Appraisal:	Determine the Average Price of a Hypothetical one-acre site
Value Premise:	Vacant and Ready for Development
Appraisal Date:	December 1, 2014
Average Market Value:	\$64.00 per square foot or \$2,787,840 per acre
	Subject to the attached General and Extraordinary Assumptions and Limiting Conditions
Appraisers:	William O. Hurd, MAI Certified General Real Estate Appraiser State of California #AG034899 Exp. date 8-17-2016 Terry S. Larson, MAI Certified General Real Estate Appraiser State of California #AG007041 Exp. date 11-30-2016

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. No one provided significant real property appraisal assistance to the persons signing this certification.
10. We are not evaluating a specific parcel, but rather providing a mathematical conclusion to be used in the Milpitas Mid-Town and Transit Area Specific Plan areas. Because the purpose of this assignment is to provide an opinion of value of a Hypothetical one-acre site, this is considered an appraisal. Mr. Terry S. Larson, MAI, has had personal discussions with the City of Milpitas regarding the scope and structure of this appraisal.
11. As of the date of this report, William O. Hurd, MAI and Terry S. Larson, MAI have completed the requirements under the continuing education program for Designated Members of the Appraisal Institute.
12. While not limited to a specific property, Smith & Associates has done a similar appraisal for the City of Milpitas in-lieu park fees within the three-year period immediately preceding acceptance of this assignment.



William O. Hurd, MAI
Certified General Real Estate Appraiser
State of California #AG034899, exp. 8-17-16



Terry S. Larson, MAI
Certified General Real Estate Appraiser
State of California #AG007041, exp. 11-30-16

GENERAL ASSUMPTIONS

This appraisal has been made with the following General Assumptions. An Assumption is defined as: "that which is taken to be true".

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

GENERAL ASSUMPTIONS - CONTINUED

11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

GENERAL LIMITING CONDITIONS

This appraisal has been made with the following General Limiting Conditions. A Limiting Condition is defined as: "a condition that limits the Use of an Appraisal".

1. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Any opinions of value provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the opinion of value, unless such proration or division of interests has been set forth in the report.
3. Possession of this report, or a copy thereof, does not carry with it the right of publication.
4. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
5. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of The Appraisal Institute.
6. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the appraiser is connected) shall be used for any purposes by anyone but the client specified in the report without the previous written consent of the Appraiser; nor shall it be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser. Any other party who uses or relies upon any information in this report, without the preparer's written consent, does so at their own risk.

EXTRAORDINARY ASSUMPTIONS

This appraisal has been made with the following Extraordinary Assumptions. An Extraordinary Assumption is defined as: "an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions". The use of the Extraordinary Assumptions might have affected the assignment results.

1. This Appraisal is intended to determine the Average Market Value of a hypothetical one-acre parcel of land in the City of Milpitas Mid-Town and Transit Area Specific Plan areas with the potential of being developed with a park. This report does not consider any individual property, but rather looks at the Average Sales Price per Acre for residential land in the Milpitas Mid-Town and Transit Area Specific Plan areas.

HYPOTHETICAL CONDITIONS

This appraisal has been made with the following Hypothetical Conditions. A Hypothetical Condition is defined as: "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis". The use of the Hypothetical Conditions might have affected the assignment results.

1. None

IDENTIFICATION OF THE PROPERTY

This Appraisal is intended to determine the Average Market Value of a hypothetical one-acre parcel of land in the City of Milpitas Mid-Town and Transit Area Specific Plan areas with the potential of being developed with a park. This report does not consider any individual property, but rather looks at the Average Sales Price per Acre for residential land in the Milpitas Mid-Town and Transit Area Specific Plan areas.

PURPOSE AND PROPERTY RIGHTS APPRAISED

The purpose of the appraisal is to provide an opinion of the Average Market Value of a hypothetical one-acre parcel of land in the City of Milpitas Mid-Town and Transit Area Specific Plan areas with the potential of being developed with a park. The property rights are those of the Fee Simple Estate.

INTENDED USER AND INTENDED USE

The intended user of this appraisal is the City of Milpitas and the intended use is to assist in setting city-wide in-lieu park fees to be charged to developers in the Mid-Town and Transit Area Specific Plan areas. It is not to be used by any other entity for any purpose without the written consent of the appraisers. The appraisers are not responsible for unauthorized distribution and/or use of this report.

EFFECTIVE DATE OF THE APPRAISAL

The effective date of the appraisal is December 1, 2014.

COMPETENCY PROVISION

The appraisers possess both the knowledge and required ability to appraise property within the City of Milpitas. It is within the Smith & Associates, Inc. defined service area and the appraisers have the required resources, including zoning information, Assessor's records, Multiple Listing Service, Loopnet, Landvision and CoStar Comps, Inc. The appraisers affiliated with Smith & Associates, Inc. have appraised numerous properties of a similar type in the area and its competing environment. **Please see a copy of the appraiser's qualifications in the Addenda.**

DEFINITIONS

Fee Simple Estate

*"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*¹

Market Value

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;*
- b. Both parties are well informed or well advised, and acting in what they consider their own best interests;*
- c. A reasonable time is allowed for exposure in the open market;*
- d. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and*
- e. The price represents the normal consideration for the property sold unaffected by creative financing or sale concessions granted by anyone associated with the sale."*

²

Average or Central Tendency

"The tendency of samples to cluster around a central point, or representative value, in a frequency distribution."

As Is Market Value

*"The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date."*³

Cash Equivalency

*"An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash."*⁴

¹ The Dictionary of Real Estate Appraisal, 5th Edition 2010, The Appraisal Institute, Page 78

² Office of the Comptroller of the Currency (OCC), 12 CFR Part 34, The Dictionary of Real Estate Appraisal, 5th Edition, Page 123 and FIRREA

³ The Dictionary of Real Estate Appraisal, 5th Edition 2010, The Appraisal Institute, Page 12

⁴ The Dictionary of Real Estate Appraisal, 5th Edition 2010, The Appraisal Institute, Page 30

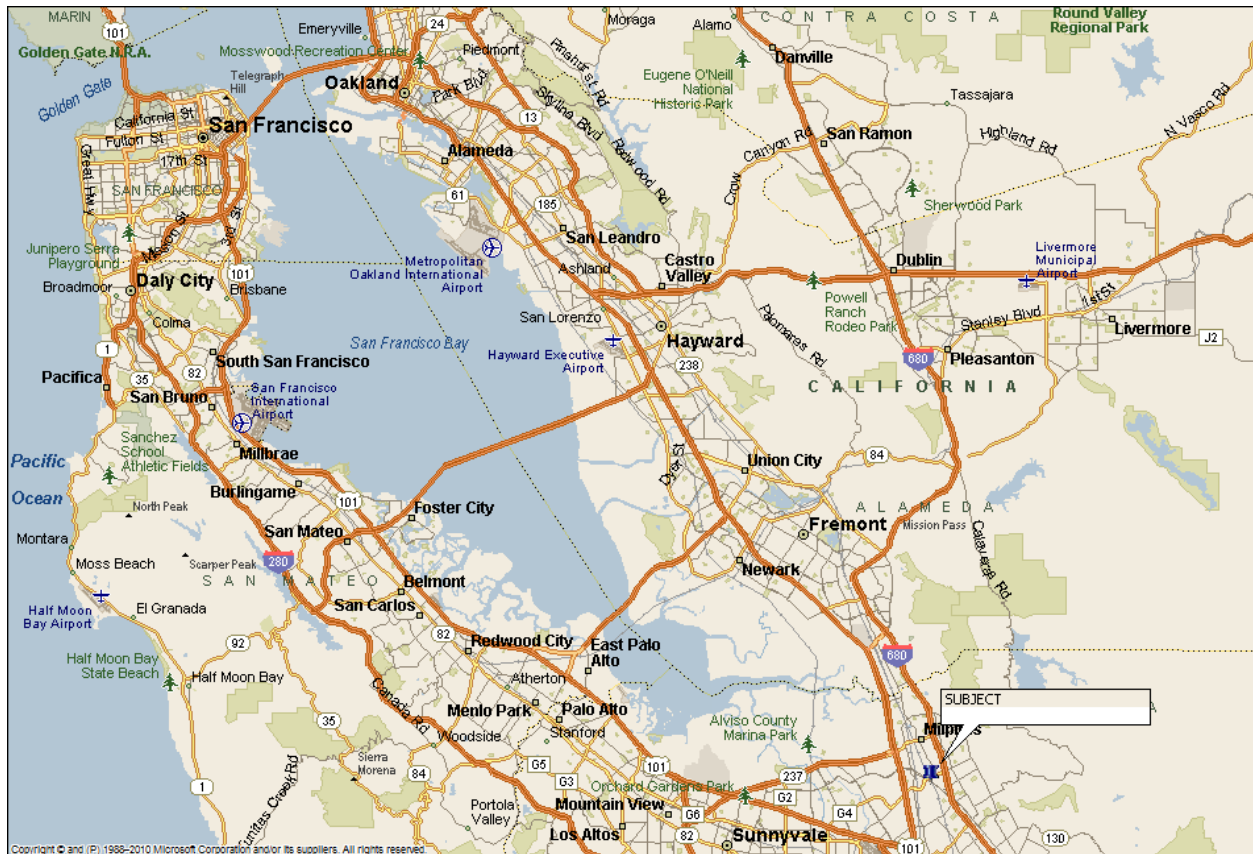
SCOPE OF THE APPRAISAL

Per the client's request, we have performed an appraisal and prepared an Appraisal Report. The methodology section of this report outlines the valuation procedures followed.

The specific steps in the appraisal process include the following:

- Research and analyze all of the applicable land sales within the City of Milpitas Mid-Town and Transit Area Specific Plan areas, or nearby areas with similar characteristics.
- The confirmation of the comparable sales was completed to the greatest extent possible and as many details of the transaction were confirmed with the participants of the transaction. These include but not limited to grantor and grantee, sale price, date, terms and conditions, development potential, number of residential units or square feet of commercial development, etc.
- An investigation of the sales was completed to the greatest extent possible. The most recent sales and those located in the City of Milpitas are given primary consideration. We also considered properties currently in contract and current listings.
- We investigated land sales that reflect residential land uses of high (20-40 DU/AC) and very high (41-60+ DU/AC) densities, typical of those in the two specific plan areas.
- Once the complete sample of sales was identified and verified, the sales were adjusted for the following characteristics; property rights conveyed, financing, conditions of sale (listings), market conditions (time) and physical condition. A market conditions adjustment is important as the market can change over time and older sales may need to be adjusted to reflect upward or downward trends to the current date of the consultation service.
- Physical conditions are important as parcels are in different stages of improvement and need to be adjusted to a similar base condition. We considered a base value assuming a vacant, level site with all street improvements including curbs, gutters, sidewalks, utilities, and street lights, but no development entitlements. All of the sales have been adjusted to this standard.
- Other adjustments for location, density, etc. are not made, as the aim is to represent an Average Per-Acre Value in Milpitas. These adjustments would be property specific and should not be made in estimating an average market value.
- Once the sales were adjusted, we then calculated a mathematical average per acre market value.
- Although we are not considering a specific property, this is an appraisal as the main purpose is to provide an opinion of value. Additionally, we have prepared a Summary Report that provides all of the necessary information to fully document the comparable sales and adjustments and explain the process leading to the final Average Per-Acre Determination of Market Value.

REGIONAL MAP



REGIONAL ANALYSIS – SANTA CLARA COUNTY

Santa Clara County encompasses a total land area of approximately 1,034 square miles and most of the commercial and residential development as well as the county's population reside on the floor of the 225 square mile Santa Clara Valley. Topographical features that generally border Santa Clara County include the San Francisco Bay and its associated tidelands to the north, the Mount Hamilton Range to the east, the Santa Cruz Mountains to the south, and the Cupertino Foothills to the west.

Originally Santa Clara County was an agricultural area. Before 1945 the county consisted of mostly fruit and nut orchards mainly because of the ideal climate and topographical features gave the agricultural crops protection from elements. Following World War II returning GIs and their new families relocated to Santa Clara Valley, as it became an ideal place for living. During the 1950s, 1960s and 1970s, Santa Clara County experienced an unprecedented housing boom. New subdivisions were built for miles, creating an area of suburban sprawl.

Similar growth patterns are still occurring, but the lack of vacant land available for development, as well as the geographical constraints, has created a shortage of new housing. After the financial crash of 2008 and the Great Recession, the Valley is once again experiencing rising home prices and a lack of housing, largely due to the success of social media companies on the Peninsula and West Valley, such as Google, Facebook, and Yahoo.

Transportation

Santa Clara County is well served by an extensive freeway system, major commercial expressways, commercial rail and passenger light rail systems, as well as an International Airport. Interstate 680, 880, and 280 connect with the west and east San Francisco Bay Areas and the rest of the state. US Highway 101 and State Highways 17, 85, 87 and 237 also add additional freeway access to most areas of Santa Clara County. The Lawrence, San Tomas, Capitol, Foothill, Montague and Central Expressways provide cross-valley routes that are superior to surface streets, but are slower than freeways. State Route 85 serves the south valley and results in a complete road system. This addition has been of great benefit to South Valley residents as it links them directly to employment centers in Cupertino, Sunnyvale, Mt. View, and the San Francisco Peninsula. Nevertheless the overall system is taxed by heavy traffic congestion during commute hours.

The Norman Y. Mineta San Jose International Airport is located northwest near the intersection of Interstate 880, US Highway 101, and State Highway 87 (the Guadalupe Expressway), in the northern part of the city. National and International flight availability is considered above average and is expanding. Additional Domestic and International flights are also available from Oakland and San Francisco International Airports, which are within 40 miles of the Evergreen Views (D.R. Horton) site. The Reid Hillview Municipal Airport is located along Capitol Expressway but this is a small domestic airport that caters to local businesses and recreation flyers.

Union Pacific Railroad provides commercial rail service that serves the industrial developments throughout the City of San Jose and Santa Clara Valley. These corridors are mostly located along Monterey Highway to the west. The Valley Transportation Authority (VTA) provides Light Rail and bus service countywide and the light rail system connects with Caltrain at the Diridon (downtown San Jose), Tamien, Castro (downtown Mountain View), and Evelyn stations. The original light rail system operated primarily from downtown San Jose to points north, where many residents were employed. However, the light rail lines are now expanding in many directions, becoming more of a full service provider every year. All local transportation improvements have been made in an effort to lighten auto traffic, but to date, success has been moderate. Amtrak provides passenger rail service out of San Jose and Santa Clara, and has a commute line to the south valley, Morgan Hill and Gilroy. A future Light Rail Station is planned to be located along Capitol Expressway, but the timing remains unknown due to funding constraints.

Population

Between 1980 and 1990, the County of Santa Clara grew by 202,506 people. This growth represents a 16% increase in population. Similarly, between 1990 and 2000, the County grew by an additional 185,008, which accounts for a 12% change in population.

It is predicted that the County's population will continue to grow, but at a slower rate. Moderate rates of growth in employment and housing development may account for this slow down in population growth. According to the Census Bureau, the County of Santa Clara's population in 2010 was 1,781,642. From January 1, 2012 to January 1, 2013, the County of Santa Clara's population reportedly grew 1.6%, to 1,842,254. A May article in the San Francisco Chronicle stated that the City of San Jose's population and broken the 1,000,000 barrier and Santa Clara County was again the fastest growing county in the state.

Employment

California's unemployment rate decreased to 7.3 percent in September 2014, and nonfarm payroll jobs decreased by 9,800 during the month for a total gain of 1,409,500 jobs since the recovery began in February 2010, according to data released today by the California Employment Development Department (EDD) from two separate surveys. The U.S. unemployment rate also decreased in September to 5.9 percent.

In September 2013, the unemployment rate was 8.8 percent. The unemployment rate is derived from a federal survey of 5,500 California households.

Nonfarm jobs in California totaled 15,530,500 in September, a decrease of 9,800 jobs over the month, according to a survey of businesses that is larger and less variable statistically. The survey of 58,000 California businesses measures jobs in the economy. The year-over-year change, September 2013 to September 2014, shows an increase of 297,000 jobs (up 1.9 percent).

Income

High employment and high skill levels translate into high income. Santa Clara County is one of the most affluent metropolitan markets in the country. According to ABAG, the mean household income as of January 2000 was \$105,300 significantly higher than statewide or national mean incomes. However, the National, State, and Local Economy went into a significant recession in 2008 and mean household income has not rebounded to the levels reported from 1999 to 2001. Countywide Mean household income declined in 2005 about 11.43%, and according to the Census Bureau, the median household income from 2008 to 2012 was \$90,747. As with the population numbers, this does not take into account the strong growth over the past 2 years.

Regional Conclusion

Santa Clara County is known as the high-technology center of the San Francisco Bay Area and the world. It has a diverse economic base with several industrial and office regional employment centers as well as having a large residential base. Physical features attract both businesses and residents.

While the Valley was one of the areas hit hardest at the start of the recession due to layoffs and a collapse in home values, it has again led the recovery and has done so at a pace faster than the rest of the state and nation. This area is still attractive to businesses for its location, transportation options, highly educated population, and access to capital. High tech is once again leading the way, particularly in social media, biotechnology, and alternative fuel research. While not out of control like the previous "bubble", median home prices in the Bay Area are up significantly in the past year. Inventory and interest rates are having an effect by not letting prices get out of control, a sign that Silicon Valley is still going strong and poised for a healthy growth period.

AREA AND NEIGHBORHOOD ANALYSIS

The City of Milpitas is located in the northeastern section of Santa Clara County, and it is bounded to the north by the City of San Jose and to the south of the City of Fremont. It is also part of the eastern portion of Silicon Valley. Land uses within the city are relatively diverse with most of the residential development located in the city's northern and eastern areas, while the industrial, research and development, and commercial uses are located primarily in the southern and western areas.

The City is well served by several transportation systems. Highways 680 and 880 run north-south through Milpitas connecting with the East Bay and Oakland to the north, while Highway 237 runs east-west, connecting with Highway 101 and the lower San Francisco Peninsula to the west. Highway 237 connects Highways 680 and 880. Access to and from Milpitas to all parts of the Bay Area, and beyond, is easy and direct by virtue of these three highways passing through the city. Lastly, the City has two Light rail stations that allow residents and employees to connect easily with the high tech and manufacturing companies in located in the City of San Jose, Silicon Valley, and Santa Clara County.

Between I-880 and Highway 680, commercial development is generally oriented along the major thoroughfares of Calaveras Boulevard, North & South Milpitas Drive, Jacklin Road, Montague Expressway, and Main Street. Just west of I-880 are the developing R&D, Office, and older manufacturing facilities north of Montague Expressway and along McCarthy Boulevard and Tasman Drive.

Along with R&D development, retail development has also been active in Milpitas. The McCarthy Ranch Marketplace was opened in 1994 and consists of a 550,000 square foot power center including such "big box" retailers as Wal-Mart, Office Max, and Pet-Smart. This center sold in 1999 for \$32 million. A number of small retail buildings on individual parcels are adjacent to the Marketplace and include a number of restaurants and fast food facilities. The Great Mall of Milpitas, consisting of mostly discount retailers, totals 1,300,000 square feet in an enclosed Super Regional Mall. It also opened in 1994 and sold in 1999 for \$130 million. Again, the central location and ease of access from the Bay Area highways has led to the development of Super Regional and Discount Malls.

Land uses in Milpitas include commercial, retail, R&D, and industrial to several classifications of residential. These include low density single-family at very low density (less than 1 dwelling unit per acre) to Very High Density Residential with densities that range from 40 dwelling units per acre to as high as 90 dwelling units per acre with a conditional use permit.

Other important considerations in Milpitas are the Milpitas Midtown Specific Plan and the Milpitas Transit Area Specific Plan. These are the areas where much of the future development and redevelopment activity is planned to take place and it is oriented towards mixed-use, high-density projects. The City has indicated that new City parks are likely to be needed in these two planning areas, and thus, we have focused our research attention in these two planning areas. Still, parks could be constructed in any and all zoning districts; therefore it is important to consider all types of land uses in determining land values.

This Milpitas Midtown Specific Plan provides a new vision for an area of approximately 942.9 acres of land that is currently undergoing changes as part of its growing role as a housing and employment center in the Silicon Valley. Development activity over the past several years has included approval and/or construction of 4,800 units of housing, reinvestment in the Great Mall, extension of the Santa Clara Valley Transportation Authority (VTA's) Tasman East Light Rail Line, and continuing work to extend BART through the area as part of the San Jose extension. Rather than responding to development proposals on a site by site basis, the City of Milpitas undertook a specific plan process in order to look comprehensively at the planning area and provide a cohesive vision for the future. The purpose of the Specific Plan is to:

- Guide the development and further evolution of the Milpitas Midtown Planning Area (Midtown),
- Encourage development that responds to City and regional objectives, such as a compatible mixture of residential, retail, and commercial uses,
- Reflect neighborhood considerations, and
- Encourage private investment in the area.

The overall strategy in the Midtown Area is to create a mixed-use community that includes high-density transit-oriented housing and a central community “gathering place”, while maintaining needed industrial, service, and commercial uses.

The plan is long-range in nature, intended to guide development for the next 20 years. Some land in the Midtown Area is undeveloped and readily developable over the short-term, while other parcels may be redeveloped over a longer time frame.

Overall, the Midtown Specific Plan provides for up to 4,860 new dwelling units and supporting retail development, new office developments at key locations, bicycle and pedestrian trails and new parks to serve residential development.

The Milpitas Transit Area Specific Plan presents a tremendous opportunity to transform an older industrial area into a vibrant high-intensity transit-oriented district. The site is unique in the Bay Area, offering large land acreages; access to two freeways and an expressway; two light rail stations and a future BART station that is under construction; property owners experienced in real estate development; the Great Mall as a retail anchor; and a City ready to facilitate new private sector development. The City undertook this Specific Plan in order to bring about an attractive and livable neighborhood that takes advantage of public investment in light rail and BART, and transforms an older light industrial district to meet high demand for housing, offices, and shopping in the Bay Area. The Plan creates a structure for a walkable, transit-oriented area with a mix of land uses, which thereby encourages walking, biking, and transit trips and minimizes vehicle trips. This type of development can accommodate substantial growth, minimize impacts on local roadways, and reduce urban sprawl at the periphery of the region.

Vision

The City has established the following overall vision for the Milpitas Transit Area, balancing its goals for fiscal stability and quality development with regional objectives for housing and transportation.

Vision Statement

Create attractive high density urban neighborhoods with a mix of land uses around the light rail stations and future BART station (under construction) in Milpitas. Create pedestrian connections so that residents, visitors, and workers will walk, bike, and take transit. Design streets and public spaces to create a lively and attractive street character, and a distinctive identity for each subdistrict.

Goals

The following goals have guided the preparation of the Specific Plan and should be used to evaluate development proposals and any proposed future amendments to the Plan.

Land Use

- Transition from older industrial uses to a high intensity mixed use area with housing, office, retail, restaurants, personal services, hotels, parks, and community facilities.
- Add a large amount of housing in order to meet regional housing needs. Adding housing improves the jobs/housing balance in the South Bay and can thereby reduce regional traffic congestion.
- Develop land uses and high densities that maximize transit ridership, so that land use planning supports the large public investment in transit facilities. Locate the highest densities closest to the transit stations.
- Provide a mix of land uses that responds to market demand over the next twenty years, and provides opportunities for complementary uses, such as by locating hotels and offices near retail and restaurants.
- Site neighborhood-serving retail uses in each subdistrict of the Transit Area so residents and workers can easily walk to shops, restaurants, and services.
- Develop retail and hotel uses and other revenue-generating uses to help support the cost of capital improvements and ongoing public services for residents and workers in the Transit Area.
- Minimize noise and traffic impacts on residences.

In summary these two specific plans will encompass over 1,383 acres and redevelop a majority of the underutilized industrial commercially improved sites. In total the two plans are designed to develop over 12,060 residential units, 1,720,000 square feet of office space, 661,000 square feet of highway commercial, retail, and general commercial space as well as 48 acres of parks and open space.

On the next page is a graphic summary from the Milpitas Planning Department showing all the projects that have already been approved. Many have started construction and some are near completion. Ten of the projects are in the Transit Area or Midtown Specific Plan Areas. Those project names are circled in yellow on this graphic and they account for a total of 4,286 dwelling units coming to market.

CITY OF MILPITAS APPROVED PROJECTS

For Project and Owner Information: http://www.ci.milpitas.ca.gov/government/planning/proj_approved.asp

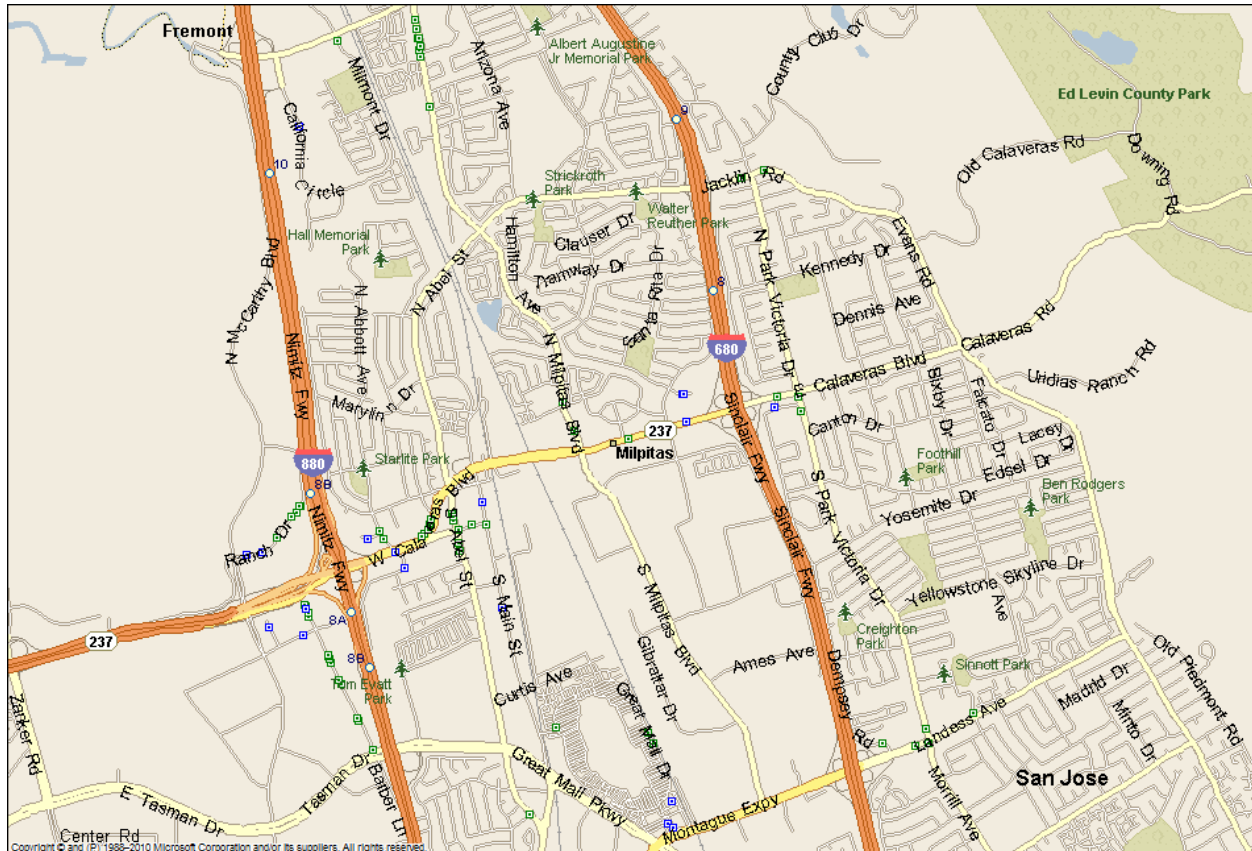
2008-2013



Conclusion

With the improving economy and visible progress on the new BART station, Milpitas has been a hot spot for construction activity over the past year, with thousands of new units coming to market. The high cost of housing and commercial property in the West Valley and lack of available developable land has drawn business and residents to the community. Ease of access to the Bay Area freeway system also helps make this a desirable location.

CITY MAP



NATIONAL AND STATE ECONOMIC CONDITIONS

The UCLA Anderson Forecast is one of the most widely watched and often-cited economic outlooks for California and the nation and was unique in predicting both the seriousness of the early-1990s downturn in California and the strength of the state's rebound since 1993. More recently, the Forecast was credited as the first major U.S. economic forecasting group to declare the recession of 2001. Below is their most recent report, published on September 11, 2014.

UCLA Anderson Forecast: National Economy Growing; Unemployment Rate Dropping; Defense Spending on the Rise California Recovery Continues at a "Painfully Plodding" Pace

UCLA Anderson Forecast's third quarterly report of 2014 indicates that the real Gross Domestic Product for the United States will grow at about 3 percent over the next two years, following a decline of 2.1 percent in the first quarter of this year and a rebound of 4.2 percent growth in the second. On an annual basis, GDP growth will rebound a full percentage point in 2015 to 3.1 percent and to 3.4 percent in 2016. Payroll job growth should average 230,000 per month; by the end of 2016 the unemployment rate will drop to 5.3 percent. In California, employment growth is forecast to be 2.4 percent in 2015 and 2.2 percent in 2016, which will drive down the unemployment rate to 5.7 percent by 2016, just 0.3 percent higher than the U.S. rate.

The National Forecast

Highlights of the September forecast include an expected rise in inflation, as measured by the headline and core consumer price indices. UCLA Anderson Senior Economist David Shulman forecasts inflation at 2 percent or higher over the next two years, driven primarily by rising residential rents and increasing health care costs. The Federal Reserve Board could raise rates by March 2015, in response to declining unemployment and rising inflation. The sectors expected to fuel the nation's economic growth include housing, nonresidential construction and investment in equipment and software.

"Despite the housing recovery being slower than we anticipated, we forecast that housing starts will rise from this year's estimated 1.025 million units to 1.32 million and 1.47 million units in 2015 and 2016, respectively," Shulman writes. "Because of continuing investment in energy production and a revival in commercial construction, nonresidential construction will start to increase rapidly in mid-2015. In 2016, investment in nonresidential construction is forecast to expand at a robust 8.2 percent. Continued strength in equipment and software spending will continue to buoy the economy."

There is a major change from prior forecasts stemming from anticipation that defense spending will increase, rather than decline. Citing the rise of Islamic State of Iraq and the Levant (ISIL) in the Middle East, and the presence of Russian troops in Ukraine, Shulman writes that there will be a "rethinking" of the U.S.'s defense posture. The forecast models in an additional \$24 billion per year in defense spending by 2016.

"For those with a long memory, we would note that the Reagan defense build-up started under President Carter in 1979 after the Iranian Revolution and the Soviet invasion of Afghanistan," Shulman writes.

The California Forecast

In the California forecast for September 2014, UCLA Anderson Senior Economist Jerry Nickelsburg writes, "The California economy is moving forward in an expansion from the depths of the Great Recession. But, even though the number of jobs is now higher than any time in the past, the state remains below its potential in output and employment. That we are entering the sixth year of expansion illustrates just how painfully plodding this recovery process has been."

The current forecast accounts for two countervailing forces that will be affecting the California economy: the U.S. economy is growing stronger, while the world economy is expected to be weaker. The result is a forecast that is only slightly stronger than that released in June.

In the housing sector, Nickelsburg notes that prices continue to rise in response to new household formation. "Construction permits have been increasing and our expectation is that this will continue through the forecast horizon," writes Nickelsburg. New home starts are expected to increase by 5 percent in California and nationwide. Job growth for 2016 is forecasted at 3 percent in California, rising more quickly than growth in the nation.

MARKET OVERVIEW

We are developing an estimate of residential land values in the Midtown and Transit Area Specific Plan areas of Milpitas, so we looked at both home re-sale values and new home/apartment development. Both are indicators of the trends in housing prices and demand for multi-family housing. As single-family home prices continue to rise, the trend is still toward multi-family housing – Apartments or condos in the very high density areas and townhomes in the medium to high density areas. Below is information on the overall housing industry from DataQuick and the Gregory Group, then Q4 Apartment research from Marcus & Millichap.

Housing Market – Excerpts from most recent DataQuick report

Strongest September for Bay Area Home Sales in Five Years; Prices Flat October 14, 2014

The number of homes sold in the Bay Area last month edged up to its highest level for a September since 2009, the result of some spillover summer activity and sustained demand in a strong regional economy. Prices appear to have flattened out at a level reached this spring, Irvine-based CoreLogic DataQuick reported.

A total of 7,443 new and resale houses and condos sold in the nine-county Bay Area last month. That was down 1.8 percent from 7,578 in August and up 4.2 percent from 7,141 in September last year, according to CoreLogic DataQuick.

A decline in sales from August to September is normal for the season. Last month's sales count was the highest for any September since 7,879 homes were sold in 2009. Sales for the month of September have varied from 5,014 in 2007 to 13,343 in 2003. The average since 1988, when CoreLogic DataQuick's statistics begin, is 8,479.

The median price paid for a home in the nine-county Bay Area was \$604,000 in September. That was down 0.5 percent from \$607,000 in August, and up 14.0 percent from \$530,000 in September last year. The median sale price lurched above \$600,000 this April, when it was \$610,000, and then reached a 2014 high of \$618,000 in June. Since then the median has declined slightly on a month-to-month basis.

The Bay Area's median sale price peaked at \$665,000 in June and July 2007, then dropped to a low of \$290,000 in March 2009.

"Some analysts are re-calculating what they consider to be normal sales levels, taking out the 'loans-gone-wild' years of over-available credit. And if you do that, current sales are right in the normal range. We still have issues today, though. The mortgage market is still dysfunctional. There are categories of buying and selling that are still inactive, and nobody really has any idea just how much pent-up demand there is out there," said John Karevoll, CoreLogic DataQuick analyst.

	Sales Volume			Median Price		
All homes	Sep-13	Sep-14	% Chng	Sep-13	Sep-14	% Chng
Alameda	1,468	1,613	9.9%	\$510,500	\$560,000	9.7%
Contra Costa	1,385	1,460	5.4%	\$409,000	\$450,000	10.0%
Marin	300	270	-10.0%	\$750,000	\$880,000	17.3%
Napa	131	108	-17.6%	\$431,500	\$500,000	15.9%
Santa Clara	1,753	1,732	-1.2%	\$640,000	\$694,500	8.5%
San Francisco	511	510	-0.2%	\$820,000	\$938,000	14.4%
San Mateo	561	656	16.9%	\$680,000	\$790,000	16.2%
Solano	495	509	2.8%	\$273,500	\$305,000	11.5%
Sonoma	537	585	8.9%	\$409,500	\$458,250	11.9%
Bay Area	7,141	7,443	4.2%	\$530,000	\$604,000	14.0%

Source: DataQuick, www.DQNews.com

New Home Sales

The following chart for Santa Clara County is from The Gregory Group, which tracks new home development and sales. While the rate of increase has slowed some, median home prices have continued to rise. We have also included the totals for San Mateo County to show the upward pressure that that area puts on Silicon Valley.

County/Community (Average Price/ Quarter Sales)	4th Qtr	1st Qtr 2013	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr 2014	2nd Qtr	3rd Qtr	Quarter % Change	Year Ago % Change
Santa Clara County	\$677,344	\$742,666	\$767,580	\$816,911	\$888,335	\$769,084	\$803,307	\$934,540	16.3%	14.4%
	200	270	203	147	211	427	473	461	-2.5%	213.6%
<i>Gilroy</i>	\$613,766	\$674,477	\$712,866	\$724,490	\$728,996	\$647,781	\$654,649	\$667,488	2.0%	-7.9%
	24	8	11	2	12	27	100	52	-48.0%	2500.0%
<i>Milpitas</i>	--	--	--	--	\$708,783	\$704,053	\$744,101	\$746,737	0.4%	--
	--	--	--	--	48	161	183	120	-34.4%	--
<i>Morgan Hill</i>	\$718,315	\$727,982	\$727,766	\$796,516	\$819,729	\$785,871	\$795,063	\$795,576	0.1%	-0.1%
	12	32	60	29	78	85	37	75	102.7%	158.6%
<i>San Jose</i>	\$587,752	\$701,913	\$756,050	\$798,505	\$760,805	\$786,673	\$850,887	\$901,972	6.0%	13.0%
	147	107	83	65	50	119	144	156	8.3%	140.0%
<i>Sunnyvale</i>	\$924,123	\$905,271	\$1,293,831	\$1,250,426	\$926,250	\$926,250	\$926,250	\$1,206,491	30.3%	-3.5%
	15	53	13	18	11	25	2	33	1550.0%	83.3%
San Mateo County	\$801,270	\$757,402	\$861,736	\$851,420	\$854,350	\$1,063,458	\$1,044,620	\$1,067,261	2.2%	25.4%
	22	70	44	60	31	75	184	55	-70.1%	-8.3%

Marcus & Millichap – Q4 2014 Apartment Research

Rents Soar Higher Ahead of Construction Boom

Apartment properties in Silicon Valley are performing exceedingly well due to strong job growth in the technology sector and high home values. San Jose is the first large metropolitan area to record a median household income above \$100,000 per year, a major milestone and testament to how much tech firms are willing to pay for talented workers. Despite elevated incomes, monthly mortgage obligations on a median-priced home are more than \$2,000 above rents at 2000s-vintage apartments, leaving many residents in the renter pool. Additionally, young tech workers gravitate toward the lifestyle that rentals offer, particularly the new complexes that focus on community and include the latest technology. These trends are facilitating some of the strongest rent growth in the nation, which should continue unabated into 2015 when potential headwinds emerge. Already, the lowest-priced submarkets are facing tenant pushback as rents climb beyond what residents can afford. Additionally, a wave of new units will come online over the next two years, lifting Class A competition.

Some investors are stretching to meet higher prices in the apartment market, which are thinning the buyer pool, while fewer sellers are willing to place assets on the market when operations are improving. Although conditions are not conducive to high velocity, investors are awaiting opportunities to purchase apartment properties in the South Bay. The imbalance between buyers and sellers has compressed cap rates to low levels. Currently, first-year returns are in the low-4 percent range and can dip below 4 percent for best-in-class deals. Low interest rates are keeping spreads at manageable levels for new owners. When interest rates begin to climb next year, upward pressure on cap rates for leveraged deals will materialize quickly. All-cash plays, or lower-tier properties that trade as higher yields, will absorb the narrowing of spreads more easily. Buyers seeking these properties will look to east and south San Jose, though the amount of rent growth left in this cycle for properties in these areas is lower than in prime submarkets.

CONCLUSIONS

While the economy continues to improve at a moderate pace, both the number and price of home sales are growing at slower rates. The salaries of most residents have not kept up with rising prices and this bodes well for communities on the periphery of Silicon Valley, like Milpitas, where housing is more affordable and transportation options are many.

Like at the end of last year, while construction and absorption continue, we have not seen many new land purchases. Much of the development is from builders who had land tied up for years, waiting for better conditions. Or, as in the case of comparable land sales 2 and 4, a developer buys a fully entitled project so they can build immediately and take advantage of the higher prices rather than go through the entitlement process themselves. With more than 4,000 dwelling units to absorb now, developers do not want to get too far ahead of the growth curve, particularly with interest rates being an unknown in 2015.

APPRAISAL METHODOLOGY – SALES COMPARISON APPROACH

The most common way of estimating land value is the Sales Comparison Approach in which recent sales or offerings of vacant land are gathered and analyzed. Typically, the values indicated by the comparable transactions are reduced to a unit of comparison such as sales price per square foot of land area, price per buildable unit, or price per square foot of developable building area. We should point out that many of these “land” sales have existing buildings on them that must be torn down. Because we are interested in the base land value we must include these demolition costs, since they are part of the cost to the buyer to get vacant land.

The land sales and listings developed for this assignment are displayed on the following **Comparable Land Sales Summary Tables**. Details and comments with respect to each sale are provided in the table, while discussions on adjustments to the unit of comparison are discussed in the following paragraphs. We have also included **Land Sales Adjustment Tables**.

The sales and listings are adjusted for property rights conveyed, financing, conditions of sale, market conditions (time), and physical factors, where necessary. Adjustments for other factors, such as location and density, etc. are not necessary as they would be property specific and should not be made in determining an average market value. The following narrative discussion will explain the adjustments for each comparable.

Land Sales Discussion

The following tables identify several land sales that we believe are comparable for this appraisal. We have only added three sales since last year as much of the land in the TASP area was already tied up by developers. Comparable 3, on Piper Dr., has been tied up for years while working out entitlements but just closed at the beginning of this year. Comparable 5, on Trade Zone, actually resold again in July 2014, with Toll Brothers selling to Hovnanian Great Western Homes for \$57,500,000, or about \$108/s.f. However, it was fully entitled with approved project plans at that point so we have not added it to the chart.

Criteria for researching and selecting comparable sales as follows:

Time: As shown in the Market Overview, prices increased rapidly in 2013 and have done so at a slower pace in 2014. We have made appropriate upward adjustments for sales in those 2 years.

Location: We used only land sales in the two specific plan areas, so no location adjustment is necessary.

Land Use: The City has stated that a new city park is most likely to be located in the Transit Oriented and the Midtown Specific Planning Areas. Though these two planning areas have sites with commercial, industrial, and mixed-use designations, the majority of the acreage within both planning areas are zoned for High Density Residential. Also, it is residential use that triggers the need for parks and the desire is to have the parks within or adjacent to new residential development. Therefore, we considered only land sales intended for residential use.

COMPARABLE RESIDENTIAL LAND SALES							
	ADDRESS APN	BUYER	SALE DATE	LOT SIZE S.F.	PRICE TOTAL	INTENDED USE	COMMENTS
		SELLER	DOC #	ACRES	PER SF	ZONING	
1	600 Barber Ln. Milpitas 086-01-034	Singpoli Milpitas, LP TP Pham, LLC	Nov-14 NA	130,680 3.00	\$21,000,000 \$150,000 \$21,150,000 \$161.85	375-unit condos 125 DU/Ac C	Fully Entitled 21,481 s.f. retail to demo Technically out of SPA but very high density
2	1316 Main St. Milpitas 086-23-006	George Realty LLC Washington Investment Props.	Feb-14 22519522	17,424 0.40	\$1,212,000 \$69.56	20-unit Condo 50 DU/Ac R4	Existing building and old SFR to be demo'd.
3	1200 Piper Dr. Milpitas 086-32-044	KB Home South Bay SCS Development Company	Jan-14 22495767	90,265 2.07	\$13,690,000 \$151.66	Fully Entitled Phase I - 48 Units R4/TOD	Phase II will bring total project to 94 townhomes. 23 DU/Ac.
4	25 S Abbott Ave Milpitas 022-28-010	Community First School Union Bank of California	Dec-13 22473400	14,985 0.34	\$530,000 \$35.37	School C1	REO Sale
5	573-625 Trade Zone Milpitas 086-36-003, 004, 005 & 006	Toll Brothers Warmington Residential	Aug-13 22337612	544,936 12.51	\$46,000,000 \$60,000 \$46,060,000 \$84.52	206 Units 22.91 DU/Ac net R-3 - TOD	Fully Entitled Small auto salvage buildings to demolish
6	573 Trade Zone Milpitas 086-36-006	Warmington Residential David & Irene Pirmik	Aug-13 22337608	197,418 4.53	\$10,000,000 \$50.65	Assemble with adjacent parcels (See sale 4)	Subject to Entitlements
7	1316 Main St. Milpitas 086-23-006	Washington Investment Props. Jorgensen Living Trust	May-13 22273694	17,424 0.40	\$900,000 \$51.65	Medical CSS	Resold for residential use before development (see Sale 1)
8	1201 S. Main St Milpitas 086-16-100	Shea Properties Matteson Companies	Aug-12 21793603	118,483 2.72	\$7,750,000 \$65.41	204 Apts. R4 w/TOD overlay 75 DU/Ac	Subject to Entitlements
9	1625-1845 McCandless Dr. Milpitas 846-41-019, 020, 021 & 022	DR Horton Mission West Properties	Aug-12 21782673 21536587	534,481 12.27	\$22,600,400 \$1,300,000 \$23,900,400 \$44.72	276 Units 22.5 DU/Ac R-3	Subject to Entitlements \$1,300,000 for demo of three industrial buildings < 1/2 mile to light rail
10	Trade Zone Blvd. & Montague Milpitas 086-36-043	Trumark Companies Mission West Properties	Jul-12 21741832	361,548 8.30	\$18,500,000 \$1,043,000 \$19,543,000 \$54.05	134 Units 16 DU/Ac R-3	Subject to Entitlements \$1,043,000 for demo of three industrial buildings < 1/2 mile to light rail
11	1435-1620 McCandless Dr. Milpitas 086-33-094, 095, 098, 099	Taylor Morrison Mission West Properties LP V	Apr-12 21646463	420,790 9.66	\$19,350,000 \$1,000,000 \$20,350,000 \$48.36	200 Townhomes 20.7 DU/Ac R-3/PD	\$1,000,000 for demo of 4 industrial buildings 1/3 mile to light rail Subject to Entitlements

As stated at the beginning of this section, we are estimating the value of vacant land. Therefore, an estimate of demolition costs has been included with each sale that has site improvements, to get the true price paid for the land only.

Adjustments to the Comparables

All of the pertinent information for the comparables is presented in the Summary Tables and only adjustments to the sales will be discussed here. Since we are providing an opinion of the Average Market Value of a hypothetical one-acre parcel of land for the City of Milpitas and not a specific property, the overall adjustments are minor.

Market Conditions

As mentioned earlier, all sales have been adjusted upward due to the strong growth over the past two years.

Entitlements

All of the sales, except for Sales 1, 3 and 5, went into escrow “subject to entitlements.” This means that during the escrow period, the buyer initiates and pays for all the steps to get an entitled project. If their original expectations cannot be executed, they have the ability to walk away from the deal with only the loss of a deposit in most cases. But this seems to be the typical way that un-entitled land is purchased – it will be entitled by the time escrow closes, but the buyer pays for the entitlement process on top of the price they paid for the un-entitled land. Sale 3, however, went through a lengthy entitlement process, with many variations on density, type of product, and configuration. Sale 5 was purchased fully entitled for a 206-unit project. Warmington Residential assembled the parcels and got all approvals for the project. They then sold the project to Toll Brothers, who can now start construction immediately and take advantage of the current high home values. The entitled land sold for just over \$84/s.f. By comparison, Sale 6 shows the purchase of one of the four parcels that Warmington bought for the project, for approximately \$50.65/s.f. The difference between the two prices is what Warmington earned for the entitlement process. Since our hypothetical benchmark parcel is un-entitled, we must apply a significant downward adjustment to Sales 1, 3 and 5.

Conclusion

While we have attempted to adjust the sales to the hypothetical subject property for the differences identified in the adjustment grid, it must be remembered that the adjustment process is not an exact science. It reflects the appraiser's judgment regarding these differences and their magnitude relative to the overall sale price. The table below summarizes these adjustments and then averages the values, both with and without the San Jose sale.

COMPARABLE LAND SALES - RESIDENTIAL											
ELEMENT OF COMPARISON	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5	SALE 6	SALE 7	SALE 8	SALE 9	SALE 10	SALE 11
DATE OF SALE	Nov-14	Feb-14	Jan-14	Dec-13	Aug-13	Aug-13	May-13	Aug-12	Aug-12	Jul-12	Apr-12
BASE PRICE PER SF LAND	\$161.85	\$69.56	\$151.66	\$35.37	\$84.52	\$50.65	\$51.65	\$65.41	\$44.72	\$54.05	\$48.36
PROPERTY RIGHTS CONVEYED	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ADJ. PRICE	\$161.85	\$69.56	\$151.66	\$35.37	\$84.52	\$50.65	\$51.65	\$65.41	\$44.72	\$54.05	\$48.36
FINANCING TERMS	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ADJ. PRICE	\$161.85	\$69.56	\$151.66	\$35.37	\$84.52	\$50.65	\$51.65	\$65.41	\$44.72	\$54.05	\$48.36
CONDITIONS OF SALE	0.0%	0.0%	0.0%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ADJ. PRICE	\$161.85	\$69.56	\$151.66	\$42.44	\$84.52	\$50.65	\$51.65	\$65.41	\$44.72	\$54.05	\$48.36
MARKET CONDITIONS (TIME)	0.0%	0.0%	0.0%	5.0%	5.0%	5.0%	5.0%	10.0%	10.0%	10.0%	10.0%
ADJ. PRICE	\$161.85	\$69.56	\$151.66	\$44.56	\$88.75	\$53.19	\$54.24	\$71.95	\$49.19	\$59.46	\$53.20
LOCATION	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
PHYSICAL CHARACTERISTICS											
STREET IMPROVEMENTS	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ENTITLEMENTS	-40.0%	0.0%	-40.0%	0.0%	-30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
UTILITY/USE	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
TOTAL ADJUSTMENT	-40.0%	0.0%	-40.0%	0.0%	-30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
INDICATED PRICE PER SF LAND	\$97.11	\$69.56	\$91.00	\$44.56	\$62.12	\$53.19	\$54.24	\$71.95	\$49.19	\$59.46	\$53.20

All Sales **\$64.14**

FINAL VALUE RECONCILIATION

With respect to reconciliation, there is, in this case, only one applicable approach to value, the Sales Comparison Approach. As a result, this is the sole basis for the value conclusion. The Sales Comparison Approach to value is believed to be the most relevant indicator of value, as it is the most likely method of valuation for vacant land.

Because most of the sales occurred prior to 2014, the average land price has not changed much over the past year. With so many projects currently under construction, it is difficult to predict how much demand there will be for new land in the next 12 months within the two special plan areas as this product is absorbed by the market. One developer told us that land sales are probably low because available land is getting harder to find. But if un-entitled land can be purchased without overpaying, it is a good time to buy because much of the current product under construction will have been absorbed by the time the land is entitled and ready to build. In any case, it is clear that Milpitas is well positioned to benefit from the strong tech growth under way, given its transportation options and real estate values that are still more affordable than the Peninsula. As the new BART station gets closer to reality there will be continued upward pressure on the dwindling supply of land for redevelopment.

Based on our investigation and analysis, it is our opinion that the Average Market Value of the Fee Simple Estate in a potential park site location in the City of Milpitas Mid-Town and Transit Area Specific Plan areas, subject to the attached General and Extraordinary Assumptions and Limiting Conditions, and any Hypothetical Conditions, as of December 1, 2014, is:

\$64.00 per square foot
or
\$2,787,840 per acre

William O. Hurd, MAI

California General Certified Real Estate Appraiser No. AG034899

SUMMARY

After 20+ years in the technology industry, Mr. Hurd has been a professional real estate appraiser and consultant in Northern California since 2004. He is a designated member of the Appraisal Institute, with appraisal experience in the entire San Francisco Bay Area and Sacramento. Mr. Hurd has lived in the Bay Area for over 30 years.

Property types valued and analyzed include the following:

- * *Commercial (Office, Medical, Retail, Restaurant)*
- * *Industrial (Warehouse, Light Industry, Production)*
- * *Vacant Land (Commercial, Industrial, Mixed-Use)*
- * *Specialty (Eminent Domain, Right-of-Way, Arbitration)*
- * *Subdivision (Lots, SFR, Condominiums)*

WORK HISTORY

2004 - Present	Commercial Appraiser	Smith & Associates, Inc.
2003 - 2004	Owner	Twin Oak Properties
2001 - 2003	V.P. Bus. Development	Imperial Technology
1999 - 2001	Dir. Field Services	Provato
1988 - 1998	Dir. Sales Engineering	Sybase
1980 - 1988	Technical Sales	AT&T

ASSIGNMENTS OF INTEREST

- Litigation support for both public agencies and private land owners
- Prepared preliminary budgetary valuation studies for several hundred properties for the proposed BART extension from Fremont to San Jose and Santa Clara
- Appraised land for several redevelopment projects for the Sacramento Housing and Redevelopment Agency
- Completed rent surveys and full appraisals for both regional and international airports
- Prepared Public Land Acquisition Value appraisal for City of Elk Grove
- Appraised over 20 properties and provide ongoing support for Capitol Expressway Light Rail Project in San Jose

EDUCATION

Bachelor of Science, Psychology University of Dayton, Dayton, Ohio

Anthony Schools Courses: Basic Real Estate Appraisal; Legal Considerations in Appraisal; Math and Regulations for Appraisers; Uniform Standards of Professional Appraisal Practice

Appraisal Institute Courses: Advanced Income Capitalization; Subdivision Valuation; Advanced Highest and Best Use; Narrative Report Writing; Advanced Sales Comparison & Cost Approaches; Report Writing & Valuation Analysis; Advanced Applications; Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book); Wetlands, Waterways, and Unusual Land Valuation Issues; Condemnation Appraising: Principals and Applications

AFFILIATIONS

State of California Certified General Real Estate Appraiser, No. AG034899
Member of the Appraisal Institute, MAI No. 13343

Terry S. Larson, MAI - Partner

California Certified General Real Estate Appraiser No. AG007041

QUALIFICATIONS

Terry Larson has been a professional real estate appraiser and consultant in Northern California since 1981. He concentrates his work in the San Francisco Bay Area and Sacramento Regions, but has also performed national assignments in over twenty states.

Terry began his career with American Appraisal Associates, the largest full service valuation firm in the world, providing valuation services for real estate, personal property, and intangible business assets. As manager of the Northern California Real Estate Valuation Group, his staff and territory covered California and assignments across the country.

Upon joining Smith & Associates in 1997, Terry expanded the firm's territory into Santa Clara, San Mateo, San Francisco and Marin Counties and built a group of appraisers that emphasize litigation support, eminent domain, partial interest valuations and special purpose properties, including airport appraisals. With over \$2 billion in annual valuations, Smith & Associates has three offices to serve client needs; Danville in the East Bay, San Mateo in Silicon Valley and Folsom in the Sacramento Region.

Terry regularly provides litigation support services for property analysis and valuation, deposition and expert witness testimony, arbitration & mediation services in disputes regarding real estate values and fair rental rates, and related matters.

CLIENTS

Banks and other lenders, developers, attorneys, private property owners, government agencies including cities and counties, the State of California, and the Federal Government. For a client list see our web page at www.SmithAssociatesInc.com.

EXPERT WITNESS TESTIMONY

Testified in dozens of cases including eminent domain representing agencies and private property owners, fire damage, diminution in value, contract fraud, land slide and breach of fiduciary responsibilities in real estate transactions.

Qualified Expert Witness in Superior Court for Santa Clara, Contra Costa, Marin and Sacramento Counties. Testified at San Mateo County Tax Board regarding the Redwood Shores Special Assessment District with an estimated value of \$1 billion. Testified in Santa Clara County Criminal Court as a percipient witness in a real estate fraud case.

SPEAKING ENGAGEMENTS

Southwest Chapter of the American Association of Airport Executives
Appraisals and Lease Negotiations, January 2011

Santa Clara County Brokers Association
Role of the Real Estate Appraiser, June 2008

Appraisal Institute Spring Litigation Conference
Subsurface Easements, May 2013

Terry S. Larson, MAI - Partner

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PROPERTY TYPES APPRAISED

Commercial	Retail, Office, Apartments, Hotels, & Restaurants.
Industrial	Warehouse, Industrial, R&D, Mini-Storage, Manufacturing Plants, Truck Facilities, Cross Docks, & Corporate Campuses.
Vacant Land	Industrial, Commercial, Agricultural, Residential & Mitigation.
Specialty	Golf Courses, Mixed-Use Projects, Food Processing, Jet Hangars, Fixed Base Operations, Sr. Housing, RV Parks, Right-of-Way, Easements, Detrimental Conditions, Partial Interests, Eminent Domain, Residential Subdivisions, Arbitration, Mediation & Appraisal Reviews.

WORK HISTORY

1997 – Present	Partner	Smith & Associates, Inc.
1996 - 1997	Commercial Realtor	Cornish & Carey, Investment Services Group
1988 - 1996	Senior Appraiser	Hulberg & Associates, Inc.
1981 - 1988	Appraisal Manager	American Appraisal Associates, Inc.

EDUCATION

Bachelor of Science, School of Business Finance, University of Oregon, 1980

Appraisal Institute Courses:

Real Estate Appraisal Principles; Basic Valuation Procedures; Capitalization Theory and Techniques; Standards of Professional Practice; Case Studies in Real Estate Valuation; Valuation Analysis and Report Writing; Uniform Standards of Professional Appraisal Practice (USPAP); Case Studies in California Eminent Domain; Federal and State Laws and Regulations; The Appraisers Workfile; Appraisals for Estate Tax Purposes; Valuations of Partial Interests; Fractional Interest and Business; California's Condemnation Process; Appraisal of Nursing Facilities; Right of Way Acquisitions; Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book).

International Right of Way Association Courses:

Appraisal of Partial Acquisitions; Eminent Domain Law, Basics for Right of Way; Issues in Eminent Domain Valuation; Telecommunications and Rights of Way.

PROFESSIONAL AFFILIATIONS

State of California Certified General Real Estate Appraiser, License No. AG007041
Member of the Appraisal Institute, MAI No. 11046
Member of the International Right of Way Association, Member No. 2508

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF MILPITAS AND
CANNON DESIGN GROUP, INC**

THIS AGREEMENT for consulting services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and Cannon Design Group, Inc., a California corporation ("Consultant") as of January 6, 2015.

AGREEMENT

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2018, the date of completion specified in Exhibit A, and Consultant shall complete all the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Exhibit A shall name any specific personnel who shall be performing services. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to complete Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a guaranteed annual maximum price not to exceed Fifty Thousand Dollars (\$50,000) for a total maximum amount of One Hundred and Fifty Thousand Dollars (\$150,000) over three (3) years for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement

at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred during the billing period. Invoices shall contain the following information:

- Serial identification of bills;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion, if applicable;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above and is otherwise acceptable to the City to pay Consultant. In the event that an invoice is not acceptable to the City, said invoice shall be returned to Consultant within thirty (30) days of the City's receipt of the invoice with a detailed explanation of the deficiency. City's obligation to pay a returned invoice shall not arise earlier than thirty (30) days after resubmission of the corrected invoice.

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment. In the event that Consultant identifies additional work outside the scope of services specified in Exhibit A that may be required to complete the work required under this Agreement, Consultant shall immediately notify the City and shall provide a written not-to-exceed price for performing this additional work.

- 2.4 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on Exhibit B.
- 2.5 **Reimbursable Expenses.** Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total not-to-exceed amount of compensation provided under this Agreement and shall not exceed nineteen-thousand dollars (\$19,000).
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any other applicable federal or state taxes.
- 2.7 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date. The City shall have no obligation to compensate Consultant for work not verified by logs or timesheets.
- 2.8 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written Notice to Proceed from the City.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, cellular telephone, long-distance telephone, or other communication charges, vehicles, and reproduction facilities.

If the performance of the work specified in Exhibit A requires destructive testing or other work within the City's public right-of-way, Consultant, or Consultant's subconsultant, shall obtain an encroachment permit from the City.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement and shall produce said policies to the City upon demand. The cost of such insurance shall be included in the Consultant's price. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City Attorney. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury,

including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, contractors, consultants, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, contractors, consultants, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, contractors, consultants, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3 Professional Liability Insurance. If Consultant shall be performing licensed professional services, Consultant shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The policy must contain a cross liability clause.

4.3.4 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of the Agreement or the work, unless waived in writing by the City.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 Requirements for All Policies.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized

by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

4.4.3 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of the City, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, contractors, consultants, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to the City.

4.4.5 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Declare Consultant in material breach of the Agreement and terminate the Agreement.

4.6 Waiver. The Risk Manager of the City has the authority to waive or vary any provision of Sections 4.2 through 4.5. Any such waiver or variation shall not be effective unless made in writing.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3. Otherwise, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an

agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions and to perform this Agreement. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business license from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the City or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may terminate this Agreement at any time and without cause upon written notification to Consultant.

In the event of termination, Consultant shall be entitled to compensation for services performed prior to the effective date of termination as provided in Section 2. City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors listed in the Consultant's proposal, without prior written approval of the City.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:
- 8.6.1** Immediate cancellation of the Agreement;
 - 8.6.2** Retention of the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement prior to cancellation; and
 - 8.6.3** Retention of a different consultant at Consultant's cost to complete the work described in Exhibit A not finished by Consultant.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City at any time upon demand of the City. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. Failure by Consultant to deliver these documents to the City within the time period specified by the City shall be a material breach of this Agreement. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are preliminary drafts not kept by the City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Santa Clara or in the United States District Court for the Northern District of California.

- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of performance or any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant were an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, may be disqualified from holding public office in the State of California.

Consultant certifies that it has not paid any direct or contingent fee, contribution, donation or consideration of any kind to any firm, organization, or person (other than a bona fide employee of Consultant) in connection with procuring this Agreement, nor has Consultant agreed to employ or retain any firm, organization, or person in connection with the performance of this Agreement as a condition for obtaining this Agreement.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by **Steven McHarris (408) 586-3273**, who is authorized to act for, and on behalf of, City. All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:
- Cannon Design Group
Larry L. Cannon AICP
700 Larkspur Landing Circle, Suite 199
Larkspur, CA 94939
- Any written notice to City shall be sent to:
Steven McHarris, Planning & Neighborhood Services Director
455 East Calaveras Boulevard
Milpitas, California 95035
- 10.11 **Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.12 **Integration.** This Agreement, including the exhibits, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 **Exhibits.** All exhibits referenced in this Agreement are incorporated by reference herein.

CITY OF MILPITAS

CONSULTANT

Thomas C. Williams, City Manager

Larry L. Cannon, Architect

APPROVED AS TO CONTENT:

Taxpayer Identification Number

Steven McHarris,
Planning & Neighborhood Services Director

City of Milpitas Business License Number

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

EXHIBIT A
SCOPE OF SERVICES

Scope of Work

Consultant shall provide the following design and development review services as requested in writing by the City:

1. Review and critique the architecture of addition/remodels or new buildings that are part of the proposed development and redevelopment projects, including evaluation of architectural plans; site visits; consulting with project planners, the Director of Planning and Neighborhood Services and/or design professionals as needed; provision of relevant photographic examples to illustrate recommended design modifications; and submission of written comments to the City.
2. Meet with staff as needed, and with project applicants and their design professionals, as requested by the City.

In addition, Consultant will be available to perform the following services if needed and authorized in writing by the City:

3. When needed by City, work on special studies or projects, including, but not limited to, updating the City's design standards and guidelines.
4. When needed by City, conduct field investigations, studies, and prepare reports related to architectural design, and develop appropriate conditions of approval.
5. When needed by City, attend meetings with City staff, public officials, community leaders, developers, design professionals and the general public.
6. When needed by City, advise, support and assist City departments, committees, commissions and City Council.

Other miscellaneous services:

7. When needed by City, attend City Council, Planning Commission and special study session meetings when architectural review processes, policies or issues or design guidelines revisions are being considered.
8. Provide other services, which may be needed by the City, but not specifically listed in this scope, that the consultant has the necessary experience and capabilities to provide. City may authorize consultant to perform such selected services on an as-needed basis.

All work in Exhibit A shall be subject to the City's Director of Planning & Neighborhood Services review and approval.

EXHIBIT B
COMPENSATION SCHEDULE

Fee Schedule:

All work will be performed personally by Larry Cannon at a standard hourly rate of \$135.00.

Direct expenses will be billed at cost plus 15%. Direct expenses will include the following:

Mileage

Bridge Tolls

Parking

Aerial Photographs from existing negatives

Reproduction and printing

Postage and delivery

Any other direct expenses shall be pre-approved by City in writing.

BUDGET CHANGE FORM

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one:				
☒ Budget Appropriation	100-3683	\$ 50,000	100-512-4237	\$ 50,000
☐ Budget Transfer				

Explain the reason for the budget change:

Background: The City of Milpitas is experiencing an increase in significant complex development projects within the City and particularly within the Transit Area Specific Plan area. The Planning and Neighborhood Services Department is requesting approval from the City Council to enter into a consultant agreement Cannon Design Group, Inc. for high quality design review services effective on January 6, 2015 to January 5, 2018 in the annual amount of Fifty Thousand Dollars (\$50,000). The services provided will aid staff in streamlining of the development review process and ensure that the planning and economic development of the City of Milpitas proceeds as envisioned by the City Council. Design review services from Cannon Design Group are incorporated seamlessly into the City's design review process.

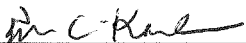
Fiscal Impact: None. Design review services will be fully paid from the Project Job Accounts of the development projects being processed.

Recommendation:

1. Approve a Consultant Agreement with Cannon Design Group for design review services on an as-needed basis for the term from January 6, 2015 to January 5, 2018 in the annual amount of \$50,000.
2. Approve an appropriation in the amount of \$50,000 to the Planning and Neighborhood Services Department Fiscal Year 2014/2015 Operating Budget.

☒ Check if City Council Approval required.

Meeting Date: January 6, 2015

Requested by:	Department Head: Steven McHarris, P&NS Director	Date: December 16, 2014
Reviewed by:	Finance Director: 	Date: 12/18/14
Approved by:	City Manager:	Date:
Date approved by City Council, if required:		Confirmed by:

Project Name: On-Call C.3 Services
Project No.

Date: 1-6-2015

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF MILPITAS AND
CSG CONSULTANTS, INC.**

THIS AGREEMENT for consulting services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City"), and CSG Consultants, Inc., a California corporation ("Consultant") as of January 6, 2015.

AGREEMENT

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on January 5, 2017, the date of completion specified in Exhibit A, and Consultant shall complete all the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the professional standards normally observed by a practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial manner and shall conform to the professional standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Professional Skill.** It is mutually agreed by the parties that City is relying upon the professional skill of the consultant as a specialist in the work, and Consultant represents to the City that its work shall conform to the normal professional standards of the profession. Acceptance of the Consultant's work by the City does not operate as a release of Consultant's representations. It is intended that Consultant's work shall conform to normal standards of accuracy, completeness and coordination.
- 1.4 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Exhibit A shall name any specific personnel who shall be performing services. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment

of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

- 1.5 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to complete Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an annual amount not to exceed Sixty Thousand dollars (\$60,000.00) based on time and materials for all services to be performed and reimbursable costs incurred under this Agreement for a total amount not to exceed One Hundred and Twenty Thousand Dollars (\$120,000) during the entire term of the Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred during the billing period. Invoices shall contain the following information:

- Serial identification of bills;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion, if applicable;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours,

which shall include an estimate of the time necessary to complete the work described in Exhibit A;

- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above and is otherwise acceptable to the City to pay Consultant. In the event that an invoice is not acceptable to the City, said invoice shall be returned to Consultant within thirty (30) days of the City's receipt of the invoice with a detailed explanation of the deficiency. City's obligation to pay a returned invoice shall not arise earlier than thirty (30) days after resubmission of the corrected invoice.

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment. In the event that Consultant identifies additional work outside the scope of services specified in Exhibit A that may be required to complete the work required under this Agreement, Consultant shall immediately notify the City and shall provide a written not-to-exceed price for performing this additional work.

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on Exhibit B.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any other applicable federal or state taxes.

2.6 Reimbursable Expenses. Reimbursable expenses are shown on Exhibit B, and shall not annually exceed Three Thousand dollars (\$3,000.00). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total not-to-exceed amount of compensation provided under this Agreement.

2.7 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain

adequate logs and timesheets in order to verify costs incurred to that date. The City shall have no obligation to compensate Consultant for work not verified by logs or timesheets.

- 2.8 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written Notice to Proceed from the City.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, cellular telephone, long-distance telephone, or other communication charges, vehicles, and reproduction facilities.

If the performance of the work specified in Exhibit A requires destructive testing or other work within the City's public right-of-way, Consultant, or Consultant's subconsultant, shall obtain an encroachment permit from the City.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement and shall produce said policies to the City upon demand. The cost of such insurance shall be included in the Consultant's price. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City Attorney. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, contractors, consultants, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision

of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, contractors, consultants, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, contractors, consultants, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3 Professional Liability Insurance. If Consultant shall be performing licensed professional services, Consultant shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The policy must contain a cross liability clause.

4.3.4 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of the Agreement or the work, unless waived in writing by the City.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 Requirements for All Policies.

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- 4.4.3 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of the City, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers,

employees, agents, contractors, consultants, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to the City.

4.4.5 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Declare Consultant in material breach of the Agreement and terminate the Agreement.

4.6 Waiver. The Risk Manager of the City has the authority to waive or vary any provision of Sections 4.2 through 4.5. Any such waiver or variation shall not be effective unless made in writing.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the

injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3. Otherwise, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions and to perform this Agreement. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business license from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the City or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may terminate this Agreement at any time and without cause upon written notification to Consultant.

In the event of termination, Consultant shall be entitled to compensation for services performed prior to the effective date of termination as provided in Section 2. City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension

shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors listed in the Consultant's proposal, without prior written approval of the City.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

8.6.1 Immediate cancellation of the Agreement;

8.6.2 Retention of the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement prior to cancellation; and

8.6.3 Retention of a different consultant at Consultant's cost to complete the work described in Exhibit A not finished by Consultant.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City at any time upon

demand of the City. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. Failure by Consultant to deliver these documents to the City within the time period specified by the City shall be a material breach of this Agreement. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are preliminary drafts not kept by the City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Santa Clara or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 No Implied Waiver of Breach.** The waiver of performance or any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant were an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, may be disqualified from holding public office in the State of California.

Consultant certifies that it has not paid any direct or contingent fee, contribution, donation or consideration of any kind to any firm, organization, or person (other than a bona fide employee of Consultant) in connection with procuring this Agreement, nor has Consultant agreed to employ or retain any firm, organization, or person in connection with the performance of this Agreement as a condition for obtaining this Agreement.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

- 10.9 Contract Administration.** This Agreement shall be administered by City Engineer who is authorized to act for, and on behalf of, City. All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:
- Mark Lander
CSG Consultants, Inc.
1700 South Amphlett Boulevard, 3rd Floor
San Mateo, CA 94402
- Any written notice to City shall be sent to:
Steven J. Machida, Acting Public Works Director/City Engineer
455 East Calaveras Boulevard
Milpitas, California 95035
- 10.11 Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.12 Integration.** This Agreement, including the exhibits, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 Exhibits.** All exhibits referenced in this Agreement are incorporated by reference herein.

CITY OF MILPITAS

CONSULTANT

Thomas C Williams, City Manager

Taxpayer Identification Number

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

APPROVED AS TO CONTENT:

Steven J. Machida, Acting Public Works Director/City Engineer

EXHIBIT A
SCOPE OF SERVICES

Consultant shall perform the following tasks on an on-call basis, up to the available budget, as authorized by the City in writing:

Task 1: Perform 3rd Party C3 Review of Development projects

Consultant shall assist the City to perform regulatory reviews of development project applicant submittals to determine the requirements for the development project relative to current requirements of State law and Municipal Regional Permit Provision C3., and whether the project submittals demonstrate compliance with these requirements. Work will be performed at the direction of City staff and all communication with the project applicant shall go through City staff only.

This task may include but is not limited to the following:

- a. Determination of C3 Provision applicability
- b. Determination of Special Projects eligibility
- c. Review of design criteria, sizing calculations, and plans
- d. Prepare memorandum identifying deficiencies
- e. Prepare memorandum documenting compliance and submit C3 Certification Form for approved projects
- f. Attend meetings with City staff and project applicants as needed
- g. Track charges for each project as a subtask to facilitate the City's reimbursement of costs by project applicants

Task 1 Deliverables: Attend meetings as requested and provide written response for each development project submittal.

All work shall be performed by certified staff and shall be completed as required in this Agreement by January 5, 2017.

EXHIBIT B

COMPENSATION SCHEDULE

Compensation Schedule

Services are billed on a time and materials basis according to our Standard Rates, shown below.

Professional Engineering Services – Hourly Rates	
Senior Principal Engineer	\$200
Principal Engineer	\$175
Project Manager	\$175
Senior Engineer	\$160
Senior Structural Engineer	\$160
Associate Engineer	\$140
Assistant Engineer	\$120
Design Supervisor	\$110
Senior CAD Designer	\$110
Engineering Technician	\$100
Resident Engineer	\$155
Assistant Resident Engineer / Office Engineer	\$125
Construction Inspector	\$110
Technical Writer / Graphic Designer	\$105
Administrative Support	\$85
Land Surveyors - 2 person crew	\$275
Expert Witness	\$305
Senior Planner	\$140
Associate Planner	\$120
Recycling Specialist	\$105
Fire Inspector	\$120
Deputy Fire Marshal	\$145
Building Inspector	\$120
Deputy Building Official	\$150

EXHIBIT C
INSURANCE DOCUMENTS

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF MILPITAS AND
EOA, Inc.**

THIS AGREEMENT for consulting services is made by and between the City of Milpitas, a municipal corporation of the State of California referred to herein as the ("City"), and EOA, Inc., a California corporation ("Consultant") as of January 6, 2015.

AGREEMENT

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on January 5, 2017, the date of completion specified in Exhibit A, and Consultant shall complete all the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the professional standards normally observed by a practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial manner and shall conform to the professional standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Professional Skill.** It is mutually agreed by the parties that City is relying upon the professional skill of the consultant as a specialist in the work, and Consultant represents to the City that its work shall conform to the normal professional standards of the profession. Acceptance of the Consultant's work by the City does not operate as a release of Consultant's representations. It is intended that Consultant's work shall conform to normal standards of accuracy, completeness and coordination.
- 1.4 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Exhibit A shall name any specific personnel who shall be performing services. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment

of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

- 1.5 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to complete Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an annual maximum amount not to exceed Sixty Thousand (\$60,000) dollars based on time and materials for all services to be performed and reimbursable costs incurred under this Agreement for a total amount not to exceed One Hundred and Twenty Thousand Dollars (\$120,000) during the entire term of the Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred during the billing period. Invoices shall contain the following information:

- Serial identification of bills;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion, if applicable;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours,

which shall include an estimate of the time necessary to complete the work described in Exhibit A;

- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above and is otherwise acceptable to the City to pay Consultant. In the event that an invoice is not acceptable to the City, said invoice shall be returned to Consultant within thirty (30) days of the City's receipt of the invoice with a detailed explanation of the deficiency. City's obligation to pay a returned invoice shall not arise earlier than thirty (30) days after resubmission of the corrected invoice.

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment. In the event that Consultant identifies additional work outside the scope of services specified in Exhibit A that may be required to complete the work required under this Agreement, Consultant shall immediately notify the City and shall provide a written not-to-exceed price for performing this additional work.

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on Exhibit B.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any other applicable federal or state taxes.

2.6 Reimbursable Expenses. Reimbursable expenses are shown on Exhibit B, and shall not annually exceed Three Thousand dollars (\$3,000.00). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total not-to-exceed amount of compensation provided under this Agreement.

2.7 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain

adequate logs and timesheets in order to verify costs incurred to that date. The City shall have no obligation to compensate Consultant for work not verified by logs or timesheets.

- 2.8 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written Notice to Proceed from the City.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, cellular telephone, long-distance telephone, or other communication charges, vehicles, and reproduction facilities.

If the performance of the work specified in Exhibit A requires destructive testing or other work within the City's public right-of-way, Consultant, or Consultant's subconsultant, shall obtain an encroachment permit from the City.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement and shall produce said policies to the City upon demand. The cost of such insurance shall be included in the Consultant's price. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City Attorney. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled by Consultant except after thirty (30) days' prior written notice by mail has been given to the City.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, contractors, consultants, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and

automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, contractors, consultants, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, contractors, consultants, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled by Consultant except after thirty (30) days' prior written notice by mail has been given to the City.

4.3 Professional Liability Insurance. If Consultant shall be performing licensed professional services, Consultant shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be canceled by Consultant except after thirty (30) days' prior written notice by mail has been given to the City.

4.3.3 The policy must contain a cross liability clause.

4.3.4 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of the Agreement or the work, unless waived in writing by the City.

- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 Requirements for All Policies.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

4.4.3 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of the City, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, contractors, consultants, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to the City.

4.4.5 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Declare Consultant in material breach of the Agreement and terminate the Agreement.

4.6 Waiver. The Risk Manager of the City has the authority to waive or vary any provision of Sections 4.2 through 4.5. Any such waiver or variation shall not be effective unless made in writing.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant

acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3. Otherwise, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions and to perform this Agreement. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business license from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the City or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may terminate this Agreement at any time and without cause upon written notification to Consultant.

In the event of termination, Consultant shall be entitled to compensation for services performed prior to the effective date of termination as provided in Section 2. City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors listed in the Consultant's proposal, without prior written approval of the City.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:
- 8.6.1** Immediate cancellation of the Agreement;
 - 8.6.2** Retention of the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement prior to cancellation; and
 - 8.6.3** Retention of a different consultant at Consultant's cost to complete the work described in Exhibit A not finished by Consultant.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City at any time upon demand of the City. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. Failure by Consultant to deliver these documents to the City within the time period specified by the City shall be a material breach of this Agreement. City and Consultant agree that, until final

approval by City, all data, plans, specifications, reports and other documents are preliminary drafts not kept by the City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Santa Clara or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of performance or any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant were an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, may be disqualified from holding public office in the State of California.

Consultant certifies that it has not paid any direct or contingent fee, contribution, donation or consideration of any kind to any firm, organization, or person (other than a bona fide employee of Consultant) in connection with procuring this Agreement, nor has Consultant agreed to employ or retain any firm, organization, or person in connection with the performance of this Agreement as a condition for obtaining this Agreement.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by City Engineer who is authorized to act for, and on behalf of, City. All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Project Name: On-Call C.3 Services

Project No. NA

10.10 Notices. Any written notice to Consultant shall be sent to:

Jill Bicknell
EOA Inc.
1021 S. Wolfe Road, Suite 185
Sunnyvale, CA 94086

Any written notice to City shall be sent to:

Steven J. Machida, Acting Public Works Director/City Engineer
455 East Calaveras Boulevard
Milpitas, California 95035

10.11 Professional Seal. Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

10.12 Integration. This Agreement, including the exhibits, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.13 Exhibits. All exhibits referenced in this Agreement are incorporated by reference herein.

Project Name: On-Call C.3 Services
Project No. NA

CITY OF MILPITAS

CONSULTANT

Thomas C Williams, City Manager

Taxpayer Identification Number

94-2977419

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

APPROVED AS TO CONTENT:

Steven J. Machida, Acting Public Works Director/City Engineer

EXHIBIT A

SCOPE OF SERVICES

Consultant shall perform the following tasks on an on-call basis, up to the available budget, as authorized by the City in writing:

Task 1: Perform 3rd Party C3 Review of Development projects

Consultant shall assist the City to perform regulatory reviews of development project applicant submittals to determine the requirements for the development project relative to current requirements of State law and Municipal Regional Permit Provision C3., and whether the project submittals demonstrate compliance with these requirements. Work will be performed at the direction of City staff and all communication with the project applicant shall go through City staff only.

This task may include but is not limited to the following:

- a. Determination of C3 Provision applicability
- b. Determination of Special Projects eligibility
- c. Review of design criteria, sizing calculations, and plans
- d. Prepare memorandum identifying deficiencies
- e. Prepare memorandum documenting compliance and submit C3 Certification Form for approved projects
- f. Attend meetings with City staff and project applicants as needed
- g. Track charges for each project as a subtask to facilitate the City's reimbursement of costs by project applicants

Task 1 Deliverables: Attend meetings as requested and provide written response for each development project submittal.

All work shall be performed by certified staff and shall be completed as required in this Agreement by January 5, 2017.

Project Name: On-Call C.3 Services

Project No. NA

EXHIBIT B

COMPENSATION SCHEDULE

Charges for the work described in Exhibit A shall be based on time required to accomplish the work and shall be in accordance with the following schedule of fees and charges:

<u>Personnel</u>	<u>Hourly Rates</u>
Principal	\$241
Manager of Operations	\$234
Managing Engineer/Scientist III	\$234
Managing Engineer/Scientist II	\$221
Managing Engineer/Scientist I	\$211
Senior Engineer/Scientist III – Project Leader	\$194
Senior Engineer/Scientist/Planner II	\$178
Senior Engineer/Scientist/Planner I	\$163
Associate Engineer/Scientist II	\$146
Associate Engineer/Scientist I	\$125
Technician	\$99
Clerical/Computer Data Entry	\$70

Outside Direct Expenses

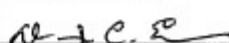
Reimbursement for expenses directly related to services provided will be charged at cost plus 10%. Examples of such direct expenses include:

- Costs of sub-consultants or subcontractors
- Costs of special fees (insurance, permits, etc.)
- Costs of long-distance telephone, copying, drafting, blueprints, etc. (EOA copies charged at \$0.10 each - black and white, \$0.35 each - color)
- Costs of color map production supplies (color ink and large format paper)
- Costs of rental of special equipment
- Costs of authorized travel outside Bay Area
- Automobile mileage directly related to services (at allowable IRS rate, currently \$0.56/mile)

Project Name: On-Call C.3 Services
Project No. NA

EXHIBIT C

INSURANCE DOCUMENTS

Client#: 740		EOA INC		DATE (MM/DD/YYYY) 10/16/2014	
ACORD CERTIFICATE OF LIABILITY INSURANCE					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090			CONTACT NAME: PHONE (A/C No. Ext): 510 465-3090 FAX (A/C No.): 510 452-2193 E-MAIL: ADDRESS:		
INSURED EOA, Inc. 1410 Jackson Street Oakland, CA 94612			INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co. of Conn 25682 INSURER B: Travelers Property Casualty Co 25674 INSURER C: Greenwich Insurance Company 22322 INSURER D: INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADD/CHG INSR CHG	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC		6806447L62A GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	10/11/2014	10/11/2015
					LIMITS EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (CA occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		BA6462L382	10/11/2014	10/11/2015
					COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ RETENTION \$ ☒ CLAIMS-MADE		CUP7777Y43A	10/11/2014	10/11/2015
					EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNERS/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB7371Y94A	10/11/2014	10/11/2015
					☒ WC STATUS-TOY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		PEC000094414	02/09/2014	02/09/2015
					\$2,000,000 per claim \$2,000,000 annl aggr.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) PROJECT: C3 3RD Party Review. The City of Milpitas, its officers, officials, employees, and volunteers are named as Additional Insureds to General and Auto Liability per policy form wording. Insurance is Primary and Non-contributory with Severability of Interest clause. Waiver of Subrogation applies to Worker's Compensation coverage per policy form wording.					
CERTIFICATE HOLDER City of Milpitas - Engineering Division 455 E Calaveras Blvd. Milpitas, CA 95035			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		

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BMA

Project Name: On-Call C.3 Services
Project No. NA

POLICY NUMBER: 6806447L62A

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 10/11/2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): City of Milpitas - Engineering Division
455 E Calaveras Blvd.
Milpitas, CA 95035

PROJECT/LOCATION OF COVERED OPERATIONS:

PROJECT: C3 3RD Party Review. The City of Milpitas, its officers, officials, employees, and volunteers

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

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Page 1

COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Project Name: On-Call C.3 Services
Project No. NA

POLICY NUMBER: BA6462L382

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

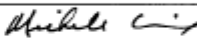
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 10/11/2014	
Named Insured EOA, Inc.	Countersigned by  (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

PROJECT: C3 3RD Party Review. The City of Milpitas, its officers, officials, employees, and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

CA 20 48 02 99

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Page 1 of 1

Project Name: On-Call C.3 Services
Project No. NA

POLICY NUMBER: BA6462L382

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULED PERSONS OR ORGANIZATIONS

City of Milpitas - Engineering Division
455 E Calaveras Blvd.
Milpitas, CA 95035

PROJECT: C3 3RD Party Review. The City of Milpitas, its
officers, officials, employees, and volunteers

PROVISIONS

**A. The following is added to Paragraph c. in A. 1.,
Who Is An Insured, of SECTION II-LIABILITY
COVERAGE:**

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**B. The following is added to Paragraph 5., Other
Insurance, in B. General Conditions of SEC-
TION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

Project Name: On-Call C.3 Services
Project No. NA

EOA, Inc.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) –

POLICY NUMBER: UB7371Y94A

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization:

City of Milpitas - Engineering Division
455 E Calaveras Blvd.
Milpitas, CA 95035

Job Description:

PROJECT: C3 3RD Party Review. The City of Milpitas, its officers, officials, employees, and volunteers

DATE OF ISSUE: 10/11/2014

BUDGET CHANGE FORM

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one:				
☒ Budget Appropriation	100-3613	\$ 120,000	100-413-4237	\$ 120,000
☐ Budget Transfer				

Explain the reason for the budget change:

Background: Development projects, within the City of Milpitas, are subject to State law stormwater requirements including Provision C.3 of the City's Stormwater NPDES permit. EOA Inc, and CSG Consultants will assist the City by conducting third party review of development projects related to stormwater control plans for compliance with State law and Provision C.3 of the City's Stormwater Municipal Regional Permit. Tasks will include regulatory review of project development stormwater control submittals, including but not limited to Special Projects eligibility, review of design criteria and sizing calculations, review of applicant procedures and to confirm compliance with City municipal codes and policies. The results of each regulatory review will be summarized and documented, including conclusions regarding compliance and recommendations for further action by the City. The work for the City will be performed on an on-call basis. These two firms were selected through a competitive process. The contract will begin on January 6, 2015 and expire on January 5, 2017.

Fiscal Impact: None. Funds for the development project work will be reimbursed by developers through private job accounts. The not-to-exceed annual budget for completion of all reviews, within this scope of work is \$60,000 for each proposed agreement. A budget appropriation is required even though costs are fully reimbursable by the development projects.

Recommendation:

1. Approve two separate consultant agreements with EOA Inc, and CSG Consultants, Inc., for third party review of development projects for compliance with the Municipal Regional Permit (MRP) Provision C.3 for an annual amount not-to-exceed \$60,000 and for a term from January 6, 2015 to January 5, 2017.
2. Approve a budget appropriation in the amount of \$120,000 in the Engineering Operating Budget for Fiscal Year 2014- 2015.

☒ Check if City Council Approval required.

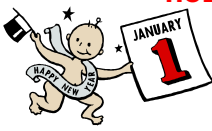
Meeting Date: January 6, 2015

Requested by:	Department Head: Ahmed Aly, Principal Civil Engineer	Date: December 18, 2014
Reviewed by:	Finance Director: <i>H. C. Kue</i>	Date: 12/18/14
Approved by:	City Manager:	Date:
Date approved by City Council, if required:		Confirmed by:

December 2014						
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			

February 2015						
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

Council Calendar January 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				NEW YEAR'S DAY HOLIDAY 		
4	5 7:00 PM -Parks, Recreation & Cultural Resources Commission (GB)	6 6:00 PM -Study Session 7:00 PM -City Council	7 7:30 AM -VTA Northeast Group (JE) 7:00 PM -Community Advisory Commission (CM)	8 4:00 PM -VTA Policy Advisory Committee(CM) 4:30 PM -Treatment Plant Advisory Committee (JE) (San Jose) 5:30 PM -VTA Board of Directors (JE) 7:00 PM -Cities Assoc of SCC (JE) 7:00 PM -Youth Advisory Commission (DG) 7:00 PM Bicycle Pedestrian Adv. Commission	9	10
11	12 6:00 PM -Economic Development Commission (CM) 7:00 PM -Library Advisory Commission (CM)	13	14 7:00 PM -Planning Commission	15 12:00 PM -VTA Admin & Finance Committee (JE) 7:00 PM -Emergency Preparedness Commission (MG) 7:00 PM -Bay Area Water Supply Conserv. Agency (Foster City) (GB)	16	17
18	19 MARTIN LUTHER KING JR'S. BIRTHDAY  CITY HOLIDAY	20 6:00 PM -Closed Session 7:00 PM -City Council	21	22 1:30 PM -County Library Joint Powers Authority Board (CM) 5:30 PM -Milpitas Chamber of Commerce Board (DG) 6:00 PM -Sister Cities Commission (MG)	23	24
25	26 7:00 PM -Arts Commission (DG) 7:00 PM -Telecommunications Commission (GB)	27 1:30 PM Senior Advisory Commission (JE) 6:00 PM -Recycling & Source Reduction Adv. Comm. (GB)	28 7:00 PM -Planning Commission	29	30	31

MEMORANDUM

Department of Planning & Neighborhood Services

To: Honorable Mayor and City Council
Through: Thomas C. Williams, City Manager
From: Steve McHarris, Director of Planning and Neighborhood Services
Subject: Tree Planting Plan and Program-Community Advisory Commission
Date: January 6, 2015



Background

On June 18, 2013, City Council approved the Community Advisory Commission (CAC) amended Work Plan 2013 to include Tree Planting Program. The goal of the CAC Tree Planting Program was to plant approximately 100-500 trees annually throughout the City including city parks, entryways, gateways and along the perimeter boundaries of the City. The Council further directed the CAC to seek grants and donations to fund the program.

In September 2013, the CAC obtained a grant "Invest from the Ground," a statewide program which promotes the values of tree plantings. The grant included a total of 100 trees to be planted in City parks and required training 100 volunteers to participate in the tree planting event. Cardoza and Murphy Parks were the sites selected for the tree planting which took place on February 15, 2014.

On April 26, 2014, the CAC participated in a second tree planting event at Jerry Arnold Park (adjacent to Apex Apartments) with the donation of 26 trees by Lyon Communities to plant within the park. A total of 52 volunteers participated in the event. Since this time period, CAC sought monetary donations for the tree planting program with no success. However, Our City Forest, a non-profit organization, has agreed to partner with the CAC on a State grant to plant trees within a three mile radius of the San Jose International Airport. The grant has a limited restricted area where trees can be planted (under the flight path) which only includes the McCarthy Ranch/Highway 237 area within the city, and requires a matching donation of \$50.00 to \$75.00 per tree, which includes instruction, supervision, hole digging, planting, and staking service.

Tree Planting Plan and Program Discussion

The CAC has met with staff on developing a more sustainable funding source for a future tree planting plan and program. The CAC would like the City Council to consider contracting with a licensed Landscape Architect to assist the CAC on preparing a City-Wide Tree Planting Plan and Program that would include:

- Determining the number and types of trees to be planted;
- Addressing the current severe drought condition and City-wide policies for drought restrictions on new landscaping;
- Mapping tree locations (entryways, gateways, exterior perimeter boundaries);
- Evaluating costs of extending and installing domestic and reclaimed irrigation;
- Addressing short and long-term tree maintenance costs;
- Timing conditions associated with a tree planting schedule; and
- Providing tree recommendations to address soil conditions, drought tolerance, and City liability.

Community Benefit Discussion

The CAC is also requesting the City Council consider funding for this program through planning entitlement permits that requires a public benefit, such as planned development permits, or seeking voluntary contributions from developers through the entitlement process. These contributions could be used for hiring a licensed Landscape Architect, purchasing trees, grant matching, supplies, tools, equipment and educational workshops. The CAC would continue to seek grants and donations to help fund the program.

City Council Funding Discussion

The CAC would like to plant trees in early 2015 and has identified a guaranteed tree planting grant from Our City Forest. However, the grant requires an immediate match of \$50.00 to \$75.00 per tree. The CAC would like to discuss the possibility of City Council funding for an early 2015 tree planting event. Additionally, consideration needs to be given to identifying short term and long term maintenance funding for each planted tree, City short term and long term obligations and liability related to City planted trees, and other funding considerations for each planted trees.

Tree Planting Plan and Program – Next Steps

If the Council supports the CAC's Tree Planting Plan and Program proposal, the next steps in the process would include:

- Require or seek community benefit funding of certain entitlement permit applications towards proposed CAC Tree Planting Plan and Program;
- Contract with a licensed Landscape Architect to prepare a draft Tree Planting Plan and Program for CAC/City Council Review; and
- Develop and approve Tree Planting Plan and Program.

Recommendation

Consider CAC's request and provide direction to CAC and/or staff regarding funding and development of Tree Planting Plan and Program, and long-term tree maintenance costs.