



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, OCTOBER 18, 2022

CITY COUNCIL CHAMBERS, 455 E CALAVERAS BLVD, MILPITAS, CA

7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-2400

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3072

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

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

Meeting shall be livestreamed - Go to:

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

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

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

PUBLIC COMMENT INSTRUCTIONS

Oral public comments may be provided live during the City Council meeting in person or by registering for the zoom meeting in advance. To register you will need to provide an email address (not disclosed) and a name. To minimize technical difficulties, please make sure that you have the latest version of the Zoom Application. Below is the link to register for this meeting only:

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_XYTHpctuSlqsV22rt9M-6A

After you register a link will be sent to you to join the City Council meeting in order to give your comments. All registered meeting attendees who wish to speak must click on the "raise hand" icon when the Mayor calls for public comments. If participating by calling in on your phone, dial *9 to use the "raise hand" feature, and when you are called upon, hit *6 to unmute your phone. Your phone number will be displayed in the live meeting. The Mayor will call the speakers to begin.

All comments provided shall be limited to three minutes or less as determined by the Mayor. All members of the public will be limited to one comment per agenda item, and one comment for non-agenda items.

MILPITAS CITY COUNCIL CODE OF CONDUCT

- Be respectful and courteous (words, tone, and body language).
- Model civility.
- Avoid surprises.
- Praise publicly and criticize privately.
- Focus on the issue, not the person.
- Refrain from using electronic devices while on the Council dais.
- Disclose conflicts of interest and affiliations related to agenda items.
- Separate governing from campaigning.
- The Council speaks with one voice after making policy on issues.
- Respect the line between policy and administration.
- Council will hold one another accountable to comply with this Code of Conduct.

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk (7:00 PM)

PLEDGE OF ALLEGIANCE

INVOCATION (Councilmember Chua)

PRESENTATIONS (7:05 PM)

- October 1-31, 2022 as Breast Cancer Awareness Month (Proclamation)
- Diwali (Proclamation)

PUBLIC FORUM (7:15 PM)

Those in the audience and via Zoom are invited to address City Council on any subject not on tonight's agenda. In-person speakers wishing to address the Council are requested, but not required to complete a Speaker Card and submit it to the Mayor. In-person speakers will then be asked to come up to the podium and state their name for the record. Those interested in speaking via Zoom may do so by following the instructions on page one (1) of the agenda. Comments may be limited to three (3) minutes or less at the Mayor's discretion. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. The City Council may instruct the City Manager to place the item on a future meeting agenda.

NOTE: If a member of the public wishes to share any presentation materials for Council consideration, they must be submitted to the Clerk's Office by email to CityClerk@milpitas.gov by 12:00 p.m. on the day of the meeting. No presentations will be accepted in person in the Council Chambers.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (7:20 PM)

Members of the City Council or City Manager may make brief announcements at this time. Members of the City Council may also suggest future agenda items at this time. For future agenda items, the City Council shall not debate the topic or engage in discussion but shall simply state a "yes" or "no" as to whether to direct the City Manager to place the item on a future meeting agenda. If a majority of the City Council agrees to place an item on a future meeting agenda, the City Manager shall place the item on a future agenda for City Council discussion.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT

APPROVAL OF AGENDA

CONSENT CALENDAR (7:30 PM)

Consent calendar items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a City Councilmember, member of the audience or staff requests the Council to remove an item from (or be added to) the consent calendar. Any person desiring to speak on any item on the consent calendar should ask to have that item removed from the consent calendar.

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

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

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

Recommendation: Approve City Council Regular Meeting minutes of October 4, 2022.

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

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

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

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

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

Recommendation: (1) Accept the 2021-22 Commissioners Annual Report; and (2) Approve proposed Fiscal Year 2022-23 Work Plans for (a) Community Advisory Commission, (b) Economic Development and Trade Commission, (c) Energy and Environmental Sustainability Commission, (d) Planning Commission, (e) Public Safety and Emergency Preparedness Commission, (f) Science, Technology, and Innovation Commission, and (g) Measure F Oversight Committee.

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

Recommendation: Receive the April – June 2022 report for unhoused services.

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

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

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

Recommendation: (1) Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 65.152 amending Chapters 3, 3.5, 4, 5, 6, 7, 10, 14, 150, and 170 of Title II of the Milpitas Municipal Code relating to adopting by reference the 2022 California Building Code, 2022 California Residential Code, 2021 International Property Maintenance Code, 2022 California Mechanical Code, 2022 California Electrical Code, 2022 California Plumbing Code, 2021 International Swimming Pool and Spa Code, 2022 California Existing Building Code, and 2022 California Historical Building Code, with amendments; and (2) Set a public hearing on December 6, 2022, pursuant to California Government Code Section 50022.3, for adoption of the Ordinance.

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

Recommendation: (1) Following the City Attorney reading aloud the title, waive the first reading beyond the title of Ordinance No. 113.26; (2) Move to introduce Ordinance No. 113.26, to be enacted as Chapter 300, Title V of the Milpitas Municipal Code; and (3) Set a public hearing for Tuesday, December 6, 2022 at 7:00 p.m. in the Milpitas City Council Chambers to consider adoption of

Ordinance No. 113.26, adopting by reference with certain local amendments the 2022 Edition of the California Fire Code.

- C10. Approve and Authorize the City Manager to Execute the Improvement Agreement with Parktown Plaza Pak, LLC, for the completion of Offsite Public Improvements Located at 1400 S. Park Victoria Drive Associated with Site Development Permit (SD1300014) and Conditional Use Permit (UP14-0002) (Staff Contact: Steve Erickson, Engineering Director / City Engineer, 408-586-3301; and Roberto Alonzo, Principal Civil Engineer, 408-586-3316)**

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

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

Recommendation: Adopt a resolution approving Site Development Permit No. SD21-0009 and PUD Amendment Permit No. PA21-0002, subject to the attached Conditions of Approval, for a new 5,602-square foot, 1.5-story single-family residence on a vacant 1.135-acre lot located in the R-1-H Single-Family Residential Zoning District with an -H Hillside Combining District at 1333 Terra Vista Court (Countryside Estates, Lot 2) and making findings of CEQA exemption.

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

Recommendation: Adopt a resolution approving the Revised Policy on Discontinuance of Residential Water Service.

PUBLIC HEARINGS (7:45 PM)

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

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

Recommendation: (1) Conduct a public hearing and move to close the hearing following comments; (2) City Attorney shall read aloud title of the Ordinance; and (3) Move to waive the first reading beyond the title and introduce an Ordinance amending sections of Chapter 10 of Title XI (Zoning) of the Milpitas Municipal Code relating to Definitions and Regulations for Various Types of Commercial Service Land Uses and determine that the Municipal Code amendment is exempt from California Environmental Quality Act pursuant to CEQA Guidelines Sections 15183 (Projects Consistent with a General Plan) and 15061(b)(3) (Common Sense Exemption).

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

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

COMMUNITY DEVELOPMENT (8:45 PM)

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

Recommendation: (1) Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 65.153 amending Chapter 11 of Title II of the Milpitas Municipal Code adopting by reference the 2022 California Energy Code; (2) Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 65.154 amending Chapter 19 of Title II of the Milpitas Municipal Code adopting by reference the 2022 California Green Building Standards Code with amendments; and (3) Set a public hearing on December 6, 2022, pursuant to California Government Code Section 50022.3, for adoption of the ordinances.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE (insert time)

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

Recommendation: Approve the Youth Scholarship Program City Council Policy.

ADJOURNMENT (10:00 PM)

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

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

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

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

APPLY TO SERVE ON A CITY COMMISSION

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

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

September 2022						
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MILPITAS CITY COUNCIL CALENDAR

October 2022

November 2022						
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27	28	29	30			

Item # C1.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 10:00 AM -Filipino American History Month Flag Raising (Cesar Chavez Plaza)
2	3 4:00 PM -Special Economic Development and Trade Commission (KD) 7:00 PM -Parks, Recreation & Cultural Resources Commission (CM)	4 7:00 PM -City Council	5 2:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) 5:30 PM -Veterans Commission (RT) 7:00 PM -Community Advisory Commission (EC)	6 5:30 PM -Milpitas Chamber of Commerce Board (EC) 5:30 PM -Santa Clara VTA Board of Directors (CM)	7	8
9	10	11 4:00 PM -Milpitas HOPE Suicide Prevention Task Force	12 4:00 PM -Transportation Subcommittee (RT/CM) 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC) (Cupertino) 7:00 PM -Planning Commission	13 4:00 PM -Santa Clara VTA Policy Advisory Committee (AP) 6:00 PM -Youth Advisory Commission (EC) 6:00 PM -Cities Assoc of SCC Legislative Action Committee (CM) 7:00 PM -Cities Assoc of SCC Board of Directors (CM)	14 4:00PM-8:00PM -Art Walk @ Murphy Park *4:30 PM -City Council Finance Subcommittee (RT/CM)	15 10:00AM -Montague Pedestrian Overcrossing Mural Unveiling 11:00 AM -Park Clean Up @ Cardoza Park 2:00PM -Phantom Art Gallery (Library)
16	17 7:00 PM -Science, Technology, and Innovation Commission (RT)	18 7:00 PM -City Council	19 6:00 PM -Energy and Environmental Sustainability Commission (EC)	20 8:30 AM -Fire Station #2 Grand Opening 10:00 AM -VTA Congestion Mgmt Prog. Planning (CM) 10:30 AM -Quarterly South Bay Odor Stakeholders Group Meeting (RT) 7:00 PM -CEDAW Task Force Meeting (KD)	21	22 10:00 AM - 1:00PM -Pumpkins in the Park @ Cardoza Park
23	24	25 1:30 PM -Senior Advisory Commission (EC) 3:30 PM -Odor Reduction Ad Hoc Subcommittee (RT/CM)	26 12:00 PM -Valley Water: Water Commission Meeting (CM) 5:00 PM -Alviso Adobe Ribbon Cutting Ceremony 5:30 PM -Cities Assoc. of SCC - Recycling and Waste Reduction Commission {tent} (AP) 7:00 PM -Planning Commission	27 12:00 PM -SCC Library JPA Board of Directors Mtg (EC)	28	29 3:00 PM-7:00PM -Dia de los Muertos @ Cardoza Park
30	31 					

*Finance Subcommittee will meet only as needed

October 2022						
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December						
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Item # C1.

Milpitas City Council Calendar

November 2022

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

Finance Subcommittee will meet only as needed



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

MINUTES
TUESDAY, OCTOBER 4, 2022

The City Council of the City of Milpitas convened on the regular City Council meeting day of June 21, 2022, in the City Council Chamber at City Hall, 455 E. Calaveras Blvd., Milpitas, and via teleconference/Zoom webinar.

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

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

PRESENT: Mayor Tran, Vice Mayor Montano (7:07 PM), Councilmembers Chua, Dominguez, and Phan.

ABSENT: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Tran.

INVOCATION

Councilmember Chua presented a video from the St. John the Baptist School Choir.

PRESENTATIONS

Mayor Tran presented proclamations in recognition of Fire Prevention Week, Indigenous Peoples' Day, Hindu Heritage Month, and California Clean Air Day.

PUBLIC FORUM

The following people spoke under Public Forum:

1. Barbara Curry
2. Penny Alexa
3. Voltaire Montemayor
4. Mary Beth Bykowsky
5. Inderjit Mundra
6. Barbara Jo Navarro

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Councilmember Chua thanked the Milpitas Police Department for the Public Service Announcement on package theft and thanked staff for their work on the Filipino American History Event last week.

Councilmember Phan also offered thanks to the Milpitas Police Department and congratulated City Clerk Guzzetta on her appointment.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

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

READING OF THE CITY COUNCIL CODE OF CONDUCT

Mayor Tran read the Code of Conduct.

APPROVAL OF AGENDA

Motion: to approve the October 4, 2022 Regular Meeting Agenda.

Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by the following:

AYES: Councilmembers Chua, Dominguez, Phan, Vice Mayor Montano, Mayor Tran

NOES: None

CONSENT CALENDAR

Motion: to approve the consent calendar.

Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by the following:

AYES: Councilmembers Chua, Dominguez, Phan, Vice Mayor Montano, Mayor Tran

NOES: None

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

Received the City Council Calendar of Meetings for October 2022.

C2. Approve City Council City Council Regular Meeting Minutes of September 20, 2022 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Approved the City Council Regular Meeting minutes of September 20, 2022.

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

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

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

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

C5. Reconfirm Findings and Determinations Under Resolution No. 9165 and Assembly Bill 361 for the Continuation of Virtual Meetings of the City Council and Legislative Bodies (Staff Contact: Michael Mutalipassi, City Attorney, 408-586-3040)

Reconfirmed findings and determinations under Resolution No. 9165 and Assembly Bill 361 for the continuation of virtual meetings of the City Council and Legislative Bodies.

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

Received the recommendation from Mayor Tran and approved appointments to City Commissions.

Energy and Environmental Sustainability Commission:

1. Revise appointment of Carmelo Coronel to Alternate # 2 with an unexpired term ending October 2024.

Arts Commission:

1. Reappoint Joyita Ghose to a term ending October 2025.
2. Promote Jamie Hekkelman from Alternate No. 1 to the vacant seat with an unexpired term ending October 2024.
3. Appoint Mona Sampath Khan as Alternate No. 1 with a term ending October 2025.
4. Appoint Kenneth Truong to the Calaveras Hills High School Student seat with an unexpired term ending October 2023.

C7. Waive the Second Reading and Adopt Revised Ordinance No. 38.846 Amending Sections of Chapter 10, Title XI of the Milpitas Municipal Code Relating to Non-Residential Building Heights in the C2 General Commercial, HS Highway Services, and TC Town Center Zoning Districts (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)

Waived the second reading and adopted **Ordinance No. 38.846** amending sections of Chapter 10 of Title XI of the Milpitas Municipal Code relating to maximum building heights in certain zoning districts

C8. Report on Bids and Award Construction Contract to Mercoza, Inc. in the Amount of \$344,928.00 for the Annual Sidewalk, Curb, and Gutter Repair Project (Staff Contacts: Roger Lee, Interim Public Works Director, 408-586-2602; and Chris Schroeder, Purchasing Agent, 408-586-3161)

Received report on bids and awarded a construction contract to the lowest responsible and responsive bidder, Mercoza Inc., in the amount of \$344,928.00 for the Annual Sidewalk, Curb, and Gutter Repair Project; and authorized the City Manager to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$35,000.00.

C9. Adopt a Resolution Accepting and Authorizing the City Manager to Execute a Sole Source Purchase for Procurement of six (6) LIFEPAK 15 V4 Monitor/Defibrillators from Stryker Sales Corporation in the Amount of \$220,107.43, Net of Credit (Staff Contact: Brian Sherrard, Fire Chief, 408-586-2811; and Kenju Suzuki, EMS Battalion Chief, 408-586-2824)

Adopted **Resolution No. 9192** accepting and authorizing the City Manager to execute the Sole Source Purchase of six (6) LIFEPAK 15 V4 Monitor/Defibrillators with Stryker Sales Corporation in the amount of \$220,107.43, net of credit; and approved a budget appropriation into the Fire Department's FY 2022-23 operating budget.

C10. Authorize the City Manager to Execute a Contract with Colliers Parrish International Contract for Real Estate Services (Staff Contact: Alex Andrade, Director of Economic Development, 408-586-3046)

Authorized the City Manager to execute a contract with Colliers Parrish International for real estate services related to the disposition of property located at 1432-1446 South Main Street, for a fee of four percent (4%) of the final gross sales price.

- C11. Accept Funding from the Association of Bay Area Governments (ABAG) for the Management of the Regional Early Impact Planning (REAP) Grant (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046; and Robert Musallam, Housing and Neighborhood Services Administrator, 408-586-3275)**

Authorized the City Manager to accept grant funding from the Association of Bay Area Governments (ABAG) for the Management of the Regional Early Impact Planning (REAP) Grant and approved related budget amendments for revenue in the amount of \$142,718.00 (\$62,823 for FY21-22 and \$79,895 for FY22-23).

- C12. Adopt a Resolution to Amend the City of Milpitas Classification Plan to Establish the Position of Risk Analyst and Modify the Salary Schedule Titled “All Job Classifications/Salary Table” to Include the Salary Range for this Classification (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053; and Jeannine Seher, Human Resources Director, 408-586-3086)**

Adopted **Resolution No. 9193** amending the Classification Plan to establish the position of Risk Analyst and amending the Salary Schedule titled “All Job Classifications/ Salary Table” to include the salary range for this classification.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE

- 13. Proposed Revisions to the City Council Policy for Donations for City Parks and Recreation and Community Services Programs (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**

Recreation and Community Services Director Lorentzen presented the report.

There were the following speakers:

1. Voltaire Montemayor

Mayor Tran moved to approve proposed revisions to the City Council Policy for Donations for City Parks and Recreation and Community Services Programs.

Councilmember Chua asked for clarification on how community services programs are defined and requested councilmember fundraising be included in the policy.

Recreation and Community Services Director Lorentzen noted that the fundraising completed by Councilmember Chua for emergency motel stays in 2021 was previously approved under the budget guidelines for accepting grants and donations as they fell under the threshold for the City Manager’s authority, but the donation went before City Council for acceptance because it would require additional Recreation and Community Services Department staff oversight. Mayor Tran agreed to accept the amendment to the motion.

After Finance Director Lai noted that the proposed policy is specific to recreation programs and confirmed that there is an internal procedure to receive grants under the City Manager threshold, Councilmember Chua withdrew the recommended amendment to the motion.

Deputy City Manager Rossmann stated that any FPPC reporting requirements for councilmember fundraising should be included in administrative policies and proposed to work with the City Attorney.

Vice Mayor Montano suggested that the Milpitas Housing Department or MAP would be the best area to assume responsibility, and recommended the policy be revised to include recognition of donations greater the \$100,000.00.

Councilmember Dominguez asked staff to include fundraising reports on the City website.

Councilmember Chua requested staff clarify language on reporting fundraising to the City Clerk to clearly define the event that triggers the deadline to report.

After discussion, motion: to approve proposed revisions to the City Council Policy for Donations for City Parks and Recreation and Community Services Programs.

Motion/Second: Mayor Tran / Councilmember Dominguez

Motion carried by the following:

AYES: Councilmembers Chua, Dominguez, Phan, Vice Mayor Montano, Mayor Tran

NOES: None

LEADERSHIP AND SUPPORT SERVICES (8:15 PM)

14. Receive an Update on the American Rescue Plan Act and Provide Direction to Staff (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053; and Lauren Lai, Director of Finance, 408-586-3111)

There were the following speakers:

1. Voltaire Montemayor
2. Alex Caraballo

Councilmember Chua recommended transferring additional funds to the catalytic converter program. Assistant City Manager Kantak indicated that the request could be brought back with the Mid-Year Budget in February.

Councilmember Phan asked for a status update on ARPA money allocated to the Milpitas Chamber of Commerce. Assistant City Manager Kantak responded that an update will be provided as soon as the City received the requested information.

Councilmember Phan expressed doubts with the Chamber of Commerce's ability to respond to the request for information and asked Council to consider rescinding ARPA funding for the Chamber of Commerce.

ADJOURNMENT

Mayor Tran adjourned the meeting at 8:47 PM

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

Item # C3.

as of 10/13/2022

November 1, 2022 – 1st Tuesday

CLOSED SESSION

INVOCATION (assigned to Mayor Tran)

PRESENTATION

CONSENT CALENDAR

1. Receive City Council calendar for November 2022 (City Clerk)
2. Approve City Council Meeting minutes of October 18, 2022 (City Clerk)
3. Preview list of items for November 15, 2022 (City Clerk)
4. Councilmember Request List (City Clerk)
5. City Commission Appointments (City Clerk)
6. Reconfirm Findings and Determinations Under Resolution No. 9156 and Set Forth in Assembly Bill 361 for the Continuation of Virtual Meetings of the City Council and Legislative Bodies (City Attorney)
7. Citywide Asphalt Concrete Repairs Project Award of Contract (Public Works)
8. Website Contract (Information Technology)
9. Storm Drain Fee Analysis Agreement (Public Works)
10. Bulletproof Vest Partnership Grant (Police)

PUBLIC HEARING

11. Public Hearing and Adoption of Objective Design Standards (Planning)
12. Adopt a Resolution Denying a Site Development Permit, PUD Amendment Permit, and Zoning Variance to Develop a New Two-Story Single-Family Home and to Deviate from the Approved Designs, on a Vacant 1.1394 Acre Lot Located in the R1-H Single-Family Residential Zoning District with a Hillside Combining District at 1339 Terra Vista Court (Planning)
13. Grant Funding from the California Department of Housing and Community Development (HCD) for the Permanent Local Housing Allocation (PLHA) and Budget Amendments (Housing)

COMMUNITY DEVELOPMENT

COMMUNITY SERVICES

14. Approve Revisions to the Speed Hump City Council Policy (Engineering)

PUBLIC SAFETY

LEADERSHIP

REPORTS

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

OPEN ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
1	City Attorney or City Manager draft a written policy regarding foreign language spoken at the dais	Chua	9/20/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in December/January
2	City Manager to look into defining either a standalone teen center or updating information to indicate the Senior Center also functions as a Teen Center	Chua	9/20/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in December/January
3	City Manager to create a PSA (public service announcement) on best practices to prevent package theft for residents	Chua	9/20/2022	Staff responded via email on September 23, 2022.
4	Staff look into construction in the Sunnyhills area	Dominguez	9/20/2022	Staff is following up on this request and will send a status update to Council
5	Share or develop a City policy for Flag Raising Ceremonies including procedure for presentation of the colors and performance of the national anthem	Dominguez	9/20/2022	Staff responded via email on September 27, 2022.
6	Schedule an additional ADU workshop	Chua	9/6/2022	Staff is evaluating this request
7	Waiver for the Halloween Event sponsored by Sunnyhills Neighborhood Association	Dominguez	9/6/2022	The City Council approved the fee waiver at the 9/20/22 City Council meeting
8	City Attorney investigate moving the City Clerk's office into a direct report to the City Council.	Chua	8/16/2022	The City Attorney issued a memorandum to the City Council on August 30, 2022.
9	City Manager or Deputy City Manager to look into underutilized areas of parks or a portion of parks not being used and develop for use in the future.	Chua	8/16/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in December/January
10	Discuss converting vacant lot that was a basketball court into a community garden at Vasona and Adobe	Montano	8/16/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in December/January
11	City Manager look into implementing a workshop for small businesses on the bidding process for projects in the city	Chua	8/9/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in December/January
12	Memory bench at Sunny Hills Park for one of the founders, Dave Vohlberg, and to explore other historical plaques or benches to remember our history	Tran	8/9/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in December/January
13	Review of the Milpitas Chamber of Commerce previously approved request for funding including a financial report dating back 12 months and the workplan for the Art & Wine Festival	Tran	8/9/2022	Staff is working with the Chamber to obtain the requested documentation
14	Quarterly or Monthly crime statistics on Homekey Project	Chua	6/7/2022	PD will present quarterly reports starting in November 2022.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
15	Funding to hire a consultant for the Sunnyhills Historical Designation on a state level	Tran	6/7/2022	Request will be included with the Historic Resources Master Plan project approved as part of the 2023-2027 Capital Improvement Program.
16	Requested the City create a youth scholarship fund for under privileged kids to play sports	Montano	5/17/2022	As part of the adoption of the FY 2022-23 Budget, the City Council allocated \$20,000 for this program. Staff presented a draft Council Policy for this program on September 6, 2022 and will return with an updated Policy based on Council discussion at the October 20, 2022 Council meeting.
17	Request for Crossing Guards at McCandless and Montague Expressway and review wages for Crossing Guards	Montano	4/5/2022	Staff is in the middle of a citywide traffic study, which includes school aged pedestrian counts around schools in the City including the McCandless and Montague Expressway intersection.
18	Host a Town Hall at City Hall in January, February, and March for the community to share comments about the issue of the unhoused.	Tran	11/2/2021	This item was postponed by Mayor Tran due to the Omicron variant and a rise in COVID-19 cases

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
19	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022	Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward during Summer Quarterly City Council Workplan Items Prioritization Discussion on 9/06/2022
20	Prepare Vision Zero Action Plan	Tran	6/7/2022	Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward during Summer Quarterly City Council Workplan Items Prioritization Discussion on 9/06/2022
21	Explore the policy for locking mechanisms on shopping carts for large commercial businesses	Tran	4/19/2022	Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward during Summer Quarterly City Council Workplan Items Prioritization Discussion on 9/06/2022
22	Explore an ordinance or policy to reduce thefts and increase security in the commercial retail parking areas	Chua	4/5/2022	Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward during Summer Quarterly City Council Workplan Items Prioritization Discussion on 9/06/2022
23	Create a plan for future solar paneling at City facilities	Montano	3/1/2022	Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward at the 5/03/2022 meeting; Discussed at the May 10 budget meeting and approved funding of \$25,000 in the 2022-23 budget

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
24	Evaluate reopening the childcare center with a non-profit organization running the center	Montano	2/1/2022	Approved during Spring Quarterly City Council Workplan Items Prioritization Discussion on 5/03/2022.
25	Requested an appropriation in an amount not to exceed \$250,000 to procure a contract to address the streetlights that are pending fieldwork.	Tran	2/1/2022	At this time, staff has sufficient Council approved resources to address the remaining streetlight outages; however, will bring relevant actions for Council consideration, if needed.
26	Explore a lease for the vacant land adjacent to the Library for City use	Tran	1/18/2022	Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward at the 5/03/2022 meeting;
27	Staff to look into mural Art on Great Mall Parkway on the VTA owned Light rail pillars	Montano	11/16/2021	Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved at the 5/03/2022 meeting; discussed funding at the 5/10/2022 budget meeting and approved \$100,000 of funding for one site
28	Request for the City to make the temporary third-party food deliver fee caps permanent and add additional provisions for enforcement	Phan	11/16/2021	Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward at the 5/03/2022 meeting
29	Have a picture of Albert Vogel Sr. put up in the Senior Center	Montano	10/19/2021	Approved to move forward at the 1/11/2022 Council meeting; Staff engaged the artist of the existing mural regarding this Council approved item.
30	Requested the City extend the outdoor dining options through March of next year	Phan	9/21/2021	Planning Director to provide information on current outdoor dining extension
31	promote the stem cell donor outreach with a webinar and campaign to help increase the number of donors	Chua	8/17/2021	Staff will include the stem cell donor information in regularly scheduled wellness event
32	Include a bust of Maria Lemire on the Mural in front of the Senior Center	Montano	8/17/2021	Approved to move forward at the 1/11/2022 Council meeting; Staff engaged the artist of the existing mural regarding this Council approved item.
33	Look into opening up the Senior Center on Saturdays for half a day	Chua	8/5/2021	This three-month pilot was kicked off on Saturday Sept. 10.
34	Look into bringing back a roller rink	Montano	8/5/2021	Approved to move forward at the 1/11/2022 Council meeting. Funding for the program will need to be prioritized through the FY 22-23 budget process; Discussed at 5/10/2022 budget meeting and approved \$100,000 funding for a two-day event in 2023
35	Staff to create a plan on how to increase the number of local businesses doing business with the City	Chua	4/6/2021	At 8/9/2021 Council meeting, Council voted that this item may have to come back for additional discussion because there may be some legal considerations.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
36	Staff to provide information on a landmark policy for the City of Milpitas	Tran	3/16/2021	8/09/2021 Council voted 5-0 to move this item forward; this item will be included for funding consideration in the development of the FY 2023-27 CIP for assessment of historical and cultural resources and development of landmark policy; The funding for the assessment of historical and cultural resources and development of a landmark policy will be included in the 2023-2027 Capital Improvement Program scheduled for adoption on May 3, 2022. This project will be scheduled to begin in FY 2022-23.
37	Amendment to the existing ordinance for third-party food delivery vendor services to prohibit regulatory response fees	Phan	2/16/2021	Agendized for discussion on 3/16/2021, deferred to 4/06/2021; CC direction for City Attorney to prepare a report; At the 11/12/2021 Transportation Subcommittee, the Subcommittee directed to bring back this request to Council as part of the FY 2022-23 budget process.
38	Requested that staff study the placement of a City sign for the Milpitas Police Department and explore the cost of a new sign	Dominguez	1/18/2021	Staff has been working on upgrading signage and landscaping around the Police Department and Public Works Building. Lit-up signs mounted on the building are scheduled to be installed by the end of December 2022
39	Ordinance to ban vaping in the City	Montano	12/15/2020	Ordinance regarding a ban on use in certain areas adopted by Council on 6/15/2021. Council received a follow-up presentation from staff on 6/21/22 and provided direction on establishing a local tobacco retail permitting program and regulating tobacco retail locations and the sale of flavored tobacco and electronic cigarette products in Milpitas. Staff is now coordinating with the Santa Clara County Department of Environmental Health (DEH) to set up the program, and those arrangement will be brought back to the Council in early 2023.
40	Review City policy on speed bumps	Tran	12/15/2020	Staff is scheduled to bring forward revisions to the Policy at the 01/01/2022 City Council meeting based on input from the Transportation Subcommittee.
41	Consider Community Museum and Park on Main St.	Phan	8/20/2019	to Rules Subcommittee 8/23/2019. Moved to Specific Plan Community Conversation events.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
	Requested the City Attorney's office explore encampment ordinances from the City of Oakland, Los Angeles, or other regional cities and would like a discussion on the existing policies to be brought back before the July recess.	Tran	2/15/2022	4/19/2022 direct the City Attorney to make the recommended changes to the Municipal Code to remove and prohibit property in public. The first reading of the ordinance was approved at the Sept. 6, 2022 City Council meeting.
	Local Boy Scouts Fee Waiver for Eagle Scout Ceremony	Tran	6/7/2022	Through the sponsorship of the Milpitas Rotary Club the Boy Scouts received the resident rental rates; however, the Rotary Club did not sponsor the Boy Scouts for a fee waiver request.
	City Staff apply for the "Better Cities for Pets" Certification	Tran	6/21/2022	This item did not move forward as part of the next City Council additional workplan items prioritization in August/September
	Explore the use of roundabouts as a traffic calming mechanism	Dominguez	4/19/2022	This item did not move forward as part of the next City Council additional workplan items prioritization in August/September
	Consider policies to regulate automated equipment that would replace a position typically filled by an employee.	Phan	4/19/2022	This item did not move forward as part of the next City Council additional workplan items prioritization in August/September
	City to highlight mental health resources on the website	Dominguez	8/17/2021	Staff issued an Information Memorandum on August 1, 2022
	Look into allowing outdoor music and would like the ordinance brought back to Council.	Montano	8/5/2021	Approved to move forward at the 1/11/2022 Council meeting; scheduled for 8/9/22 City Council Meeting
	Requested that the City have mini-libraries in the low-income areas of the City.	Montano	4/20/2021	8/09/2021 Council voted 3-1-1 to move this item forward, staff to follow up with Vice Mayor Montano on specific vision. Staff met with the Vice Mayor. The City will continue to facilitate libraries as needed but will not take a lead role in funding or operating them.
	Consider change in term limits for Mayor + Councilmembers	Montano	6/16/2020	8/4/2020: Voted 3 -2 to pursue; 2/02/2021 to agendize for a future meeting; 3/16/2021 voted 3-1-1 to move forward. Scheduled for 3/15/2022; rescheduled for 4/05/2022; 4/05/2022 could gave direction to move forward with Councilmember term limits and discuss the Mayoral seat at a later date; Discussed at the 5/10/2022 budget meeting and had a consensus not want to move forward with a ballot measure for the Mayor term limit; Councilmember term limits scheduled for June 7; Scheduled for June 21 meeting; Ballot Measure to appear on November 8, 2022 General Municipal Election
	Prepare a report on ghost guns; engage in legislative advocacy regarding ghost guns; and incentivize ghost gun buybacks at the May buyback event	Dominguez; Tran	4/5/2022	Staff issued an Information Memorandum on August 12, 2022. At the gun buyback event held on May 22, 2022, ghost guns were bought back for \$200 vs. handguns and rifles for \$100.

NOTE: Deferred and Completed Items are not listed

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

	Staff provide and explain the Project Homekey Management Manual, see if the MOU is being followed including forming an oversight committee, and explore with County to have check-ins of the units. Dominguez indicated it could be included in Council Member Chua's recommendation. Mayor requested to include County in discussion.	Dominguez	6/7/2022	Item will be agendized for the August 16 City Council meeting including the crime data related to the Homekey Project
	Waive fees for family fundraiser at Milpitas Skate Park	Dominguez	6/14/2022	Staff facilitated the renting of requested City facilities; however, the applicant was not eligible for receiving a fee waiver.
	Agendize a Flag Raising for India Independence Day	Tran	6/14/2022	Item added to 6/21/22 Consent Calendar
	Letter from City Council opposing AB 2181 (Berman) regarding VTA's Board Composition	Tran	6/7/2022	Per the email sent to Council on 6/17/2022, consistent with the Council approved Legislative Advocacy Policy, Mayor Tran signed a letter opposing the legislation unless amended.
	Explore increasing the Conferences/Meetings/Memberships allowance for each Councilmember to \$10,000	Chua	5/17/2022	On 6/07/22, City Council did not approve increasing the allowance as part of the adoption of the FY 2022-23 Budget; however, Council provided direction to review funding need as part of the FY 2022-23 mid-year budget review.
	Science, Technology, and Innovation Commission agendize and explore a comprehensive internet connectivity plan.	Tran	5/3/2022	Item will be agendized for discussion at June STI Commission meeting
	Consider funding to implement and create a homelessness encampment response team to be dispatched to encampment sites to address concerns, talked about creating a position to provide mental health assistance, and would like this to be brought back for discussion at the budget meeting	Dominguez	3/15/2022	Direction from Council to bring forward as part of FY 22-23 budget discussion; at the May 10 Budget Study Session Council did not direct to do any further work on this item.
	Consider expanding the Fee Waiver Policy eligibility to non-profit organizations outside of Milpitas but the events are specific to Milpitas residents	Chua	3/15/2022	Council approved the policy revision at the June 21, 2022 City Council meeting
	Designate the California Oak Tree as the City's official heritage tree	Montano	2/1/2022	Council approved at the 6/7/2022 meeting.
	Host a Town Hall at City Hall in January, February, and March for the community to share comments about the issue of the unhoused.	Tran	11/2/2021	This item was postponed by Mayor Tran due to the Omicron variant and a rise in COVID-19 cases
	Bring back a conversation in the budget meeting to fund "walking beats" in the commercial and high crime areas	Dominguez	4/5/2022	At the 4/5/2022 City Council meeting, this item was discussed and there was direction from Councilmember Dominguez to work with the City Manager to find funding sources

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

	Fee waiver for the Filipino American South Bay Community to hold pop-up resource fair at a City Park	Dominguez	3/1/2022	Staff engaged organizers of the event; event was held on June 19; organizers did not request a fee waiver
	Agendize an update to the Lobbyist Ordinance for the next meeting	Chua	3/1/2022	Discussed at 3/15 City Council Meeting; At the 3/15/2022 Council Meeting, City Attorney was directed to bring back a proposed ordinance amendment for further discussion; Council approved the ordinance on 6/7/2022
	Requested an agenda item on November 2 Council meeting allowing the Council to rescind direction given to 1355 California Circle and include direction to allow the project application to move forward without being tied to a specific plan	Chua	10/19/2021	At the 1/18/2022 council meeting, Council voted 4-1 to rescind the direction and direct staff and the application to explore option one in the presentation to amend the General Plan and remove Council policy for the preparation of a Specific Plan
	Requested staff work with the Vice Mayor and Mayor to explore and discuss building height limits near the hillside by January 2022	Tran	9/21/2021	Approved to move forward at the 1/11/2022 Council meeting; I scheduled for 6/21/2022
	Work with the school district to have a contest to create art murals for the pillars on Main Street	Montano	9/7/2021	Approved to move forward at the 1/11/2022 Council meeting; funding allocated to Great Mall Pkwy. VTA pillar murals
	Look into how the City can be a resource for small businesses to help guide them on what to do in terms of ADA (Americans with Disabilities Act) requirements due to the quick changes made to facilities during the pandemic	Chua	8/5/2021	SVEDA/SV Joint Venture hosted the "SV Small Businesses & ADA Compliance" webinar on 11/3/21. Several Milpitas business reps, & staff from Econ. Dev. & Building participated. Staff met with reps from CA Comm. on Disability Access to discuss business education & outreach.
	Discussion in the next fiscal year, to have a sliding scale permitting program for seniors and low-income residence for necessary safety renovations	Tran	5/4/2021	8/09/2021 Council voted 5-0 to move this item forward and modify the existing Milpitas Assistance program to include seniors; Staff will bring this item for funding consideration as part of the FY 2022-23 budget process
	Discussion to reduce the City's Senior Center facilities deposit	Montano	5/4/2021	8/09/2021 Council voted 5-0 to refer this item as part of the development of the FY 2022-23 Master Fee Schedule; Council approved the item on 4/19/22 as part of the Master Fee Schedule

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

	Staff to look into creating a rose garden with a children's memorial site	Montano	4/6/2021	8/09/2021 Council voted 4-1 to discuss details with Vice Mayor Montano and refer this item as part of the development of the 2023-2027 CIP; The funding for this project will be included in the 2023-2027 Capital Improvement Program scheduled for adoption on May 3, 2022. Discussed at the May 3 meeting funding was reallocated to the Softball Field project
	Staff to look into creating "Welcome to Milpitas" signs in key areas of in the City	Montano	4/6/2021	8/09/2021 Council voted 5-0 to move this item forward and Council provided direction that the signs should align with the efforts currently underway with the Metro Plan and Main Street Gateway Specific Plan process and work with private development. Staff was directed to work with Vice Mayor on additional clarification. In November, Vice Mayor Montano noted a preference for a location on South Main Street. This project will be added to unfunded project list of the 2023-2027 CIP to allow time for staff to research potential grant funding and outreach to local business and service clubs.
	Staff to provide information to place a measure on the ballot to change the directly elected Mayor to a rotational at-large position	Tran	3/16/2021	To be brought forward in Spring of 2022, once new City Attorney is in place; scheduled for 3/15/2022; rescheduled for 4/05/2022; discussed at the May 10 budget meeting and had a consensus that they did not want to move forward with a Mayoral ballot measure



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Accept the FY 2021-22 Commissioners Annual Report for Seven (7) Commissions and Oversight Committee and Approve Seven (7) Commission and Oversight Committee Work Plans for FY 2022-23 (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053; and Walter C. Rossmann, Deputy City Manager, 408-586-3012)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	10/18/2022
	<u>Recommendation:</u> (1) Accept the 2021-22 Commissioners Annual Report; and (2) Approve proposed Fiscal Year 2022-23 Work Plans for (a) Community Advisory Commission, (b) Economic Development and Trade Commission, (c) Energy and Environmental Sustainability Commission, (d) Planning Commission, (e) Public Safety and Emergency Preparedness Commission, (f) Science, Technology, and Innovation Commission, and (g) Measure F Oversight Committee.

BACKGROUND:

The City of Milpitas has 12 Commissions, including the Measure F Oversight Committee, appointed by the Mayor and City Council. On April 16, 2019, the City Council approved the City of Milpitas Standard Commission By-Laws (By-Laws). Per Section 1, titled "Purpose" of the By-Laws, "A Commission serves as an active advisory group to the City Council on a variety of topics as directed by the City Council." Therefore, annually, City Commissions develop and recommend a work plan to outline tasks, goals, and or projects related to their advisory area. Staff works with commissions to develop their respective workplans and takes them to Council for review and approval.

ANALYSIS:

The Community Advisory Commission; Economic Development and Trade Commission; Energy and Environmental Sustainability Commission; Planning Commission; Public Safety and Emergency Preparedness Commission; Science, Technology and Innovation Commission; and Measure F Oversight Committee (Commissions) meet at different frequencies such as monthly, bi-monthly, or specially designated months as determined by their By-Law addenda. Commissions began meeting and discussing their FY 2022-23 workplans and have prepared new work plans that may include items from the previous year's plan that were unaccomplished. All Commissions identified work plan items in their FY 2021-22 work plans they would like to carry forward to their FY 2022-23 work plans. Each Commission reviewed tasks from their 2020-21 Work Plans and categorized them as either "Accomplished" or "Carryover." Those tasks are reported in the Commissioners Annual Report Information Memorandum, which is included as an attachment for this item. Carryover tasks in the Annual Report are included in each Commission's proposed 2022-23 Work Plans.

FISCAL IMPACT:

Each Commission is allocated \$1,000 annually by the City Council in the adopted budget. These funds are budgeted and approved as part of the FY 2022-23 budget and are to be used towards City Council approved tasks and projects, and administrative costs related to the Commission.

California Environmental Quality Act (CEQA):

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA.

RECOMMENDATION:

1. Accept the 2021-22 Commissioners Annual Report
2. Approve proposed Fiscal Year 2022-23 Work Plans for:

- a. Community Advisory Commission
- b. Economic Development and Trade Commission
- c. Energy and Environmental Sustainability Commission
- d. Planning Commission
- e. Public Safety and Emergency Preparedness Commission
- f. Science, Technology and Innovation Commission
- g. Measure F Oversight Committee

Attachment(s):

- 1. 2021-22 Commissioners Annual Report
- 2. Community Advisory Commission
- 3. Economic Development and Trade Commission
- 4. Energy and Environmental Sustainability Commission
- 5. Planning Commission
- 6. Public Safety and Emergency Preparedness Commission
- 7. Science, Technology and Innovation Commission
- 8. Measure F Oversight Committee



Office of the City Manager

DATE: October 14, 2022

TO: Mayor and Councilmembers

THROUGH: Steve McHarris, City Manager *Steve McHarris*

FROM: Ashwini Kantak, Assistant City Manager *Ashwini Kantak*

SUBJECT: City Commissions Annual Report FY 2021-22

This memo is to update and inform City Council on seven (7) individual City Commissions and Committee (Commissions) annual work plan accomplishments from FY 2021-22, and those tasks and goals that are proposed to carry over to the Commission and Committee work plans for FY2022-23.

Background

The City of Milpitas has 13 Commissions, each comprised of seven (7) commissioners and two (2) alternates; except for the Planning Commission which has no alternates, and the Parks, Recreation and Cultural Resources Commission which has nine (9) commissioners. Per the City of Milpitas Commission By-Laws Section 1., Purpose, "A Commission serves as an active advisory group to the City Council on a variety of topics as directed by the City Council." Annually, City Commissions develop and recommend a work plan to accomplish tasks, goals, and or projects related to their advisory area. Those work plans are reviewed and approved by City Council.

Commissions meet at different frequencies such as monthly, bi-monthly, or specially designated months as determined by their By-Law addendums. Commissions began meeting and discussing their FY2022-23 workplans in summer 2022 and have prepared new work plans that include items from the previous year's plan that were unaccomplished. The FY 2022-23 workplans for seven (7) Commissions (see listing below) were released as part of the October 18 City Council meeting agenda packet.

Below please find seven (7) Commissions accomplishments and proposed carryover items from FY2021-22 to the FY2022-23 work plan.

Accomplishments and Continued Items

Community Advisory Commission

The Community Advisory Commission (CAC) serves as an advisory body on matters affecting Milpitas residents, especially those relating to community improvement. The CAC also evaluates and makes recommendations to the City Council on diverse issues including City-wide beautification, which includes community and neighborhood clean-ups and reviewing issues related to neighborhood abatement. CAC also advises City Council on recommended funding for the annual Community Development Block Grant program. The Community Advisory Commission made great progress towards their FY 2021-2022 workplan. Accomplishments include providing valuable feedback on what priorities/areas they believe the City Council should focus on funding with Community Development Block Grant (CDBG) funds, coordinating a successful Spring-Cleaning Day event, and assisting with community outreach during Affordable Housing and Building Safety Month. National Night Out and the Neighborhood Beautification Awards will be deferred to next year due to ongoing COVID-19 concerns.

FY 2021-22 Work Plan Item	Accomplished	Carryover	Notes
Consolidated Plan & CDBG public meeting process	X		Commissioners provided feedback on their top priorities for CDBG funding during the April 7 th meeting and a CAC Special Meeting on April 19 th . Council approved the final allocation in June 2021.
Spring Cleaning Day	X		Spring Cleaning Day was delayed but the event was held at the Mobilodge on September 24, 2022.
National Night Out		X	Deferred due to COVID-19
Neighborhood Beautification Awards		X	Deferred due to COVID-19
Community Engagement & Affordable Housing and Building Safety Month	X		Conducted outreach to community and held two virtual workshops on affordable housing and building safety, as well as rental assistance.

Economic Development and Trade Commission

The Economic Development and Trade Commission advises the City Council on business issues, cultivate international trade and commerce opportunities, and makes recommendations on the design, development, and implementation of economic development in Milpitas.

FY 2021-22 Work Plan Item	Accomplished	Carryover	Notes
Economic Development Strategy	X	X	
American Rescue Plan Act (ARPA) Economic Vitality Framework	X	X	Small Business Assistance Grant Program, Hotel Assistance Grant Program, and Milpitas Youth Force Program have been completed.
Workforce Development & Education	X	X	COVID-19 Workforce Recovery Program completed.
Innovation District	X		Technical Report and Action Plan completed.
International Trade & Commerce	X	X	Programmatic efforts with Mission College partnership resulting in webinar series.
Manufacturing Day 2021	X		Event held on October 7, 2021.

Energy and Environmental Sustainability Commission

The Energy and Environmental Sustainability Commission (EESC) advises the City Council on matters pertaining to sustainability, climate action, recycling, and waste diversion.

FY 2021-22 Work Plan Item	Accomplished	Carryover	Notes
Street Sweeping Pilot Program	X		Provided feedback on Street Sweeping Pilot
Earth Day Event Planning	X	X	Contributed to planning of the 2022 Earth Day Event and Commissioners staffed an educational table at the event and distributed Advanced Power Strips. Will continue in 2023.
Advanced Power Strip Community Engagement	X	X	Developed training and engagement script for Advanced Power Strip education and community engagement survey. Staffed several events and engaged with over 80 community members. Will continue in 2023.
Odor Monitoring Study	X		Provided feedback on

			community odor monitoring efforts and data dashboard
Climate Action Plan Update	X		Provided feedback at multiple points of CAP Update.
Legislative Review for Possible Positions	X	X	Commission reviewed and forwarded recommended City take support positions on 5 state bills. Commission would like to conduct this review annually.

Planning Commission

As established under Chapter 500 of Title I of the Milpitas Municipal Code, the Planning Commission advises the City Council on issues and policies related to land use planning, zoning regulations, urban design, and community development. The Commission meets bi-monthly to review, consider, and discuss proposals for new development throughout the City, and it is empowered to make decisions on certain land use matters or to make formal recommendations to the City Council.

FY 2021-22 Work Plan Item	Accomplished	Carryover	Notes
Development Review in matters related to the General Plan, two Specific Plans, Zoning Code, Subdivision Ordinance, CEQA, Tentative Maps, Planned Unit Developments, Variances, Special Studies and Reports, Master Plans, and Appeals of decisions by the Zoning Administrator.	X	X	Ongoing; Commission meets bimonthly, and members prepare by reading meeting packets, conducting site visits, etc. The Commission will provide a recommendation to the City Council on the Housing Element in 2023.
Milpitas Metro Plan (TASP Update)	X	X	Ongoing; Commissioners received regular updates on work by staff and the consultant team on the Metro Plan; Commission will review the draft Metro Plan and EIR and make a formal recommendation to the City Council.
Gateway/Main St. Specific Plan (Midtown Update)		X	Ongoing; Commissioners received regular updates on work by staff and the consultant team on the Gateway Plan and provide input.
Zoning Ordinance Amendments		X	Ongoing; The Commission made recommendations to the Council on six zoning

			ordinance amendments and will receive regular updates from staff and the consultant team as the comprehensive Zoning Ordinance Update gets underway in early 2023.
Misc. Development Policies		X	Ongoing; The Commission received presentations and provided feedback to staff or recommendations to the City Council on policies related to VMT, Objective Design Standards, and Housing Opportunity Zones, etc.
Annual CIP Conformance with General Plan	X	X	Annual: The Commission received an annual report from Engineering Dept. staff and made findings and a recommendation to the City Council on CIP conformance with the General Plan.

Public Safety and Emergency Preparedness Commission (PSEPC)

The PSEPC advises the City Council regarding emergency preparedness and disaster planning.

FY 2021-22 Work Plan Item	Accomplished	Carryover	Notes
Access & Functional Needs E-Prep Program information developed to public presentation.		X	Ongoing: Brochure developed in collaboration with AFN agencies. Begin presentations to community.
Multi-lingual E-Prep Program.		X	Ongoing: PowerPoint has been developed for presentation to the Chinese, Vietnamese, and Spanish Community.
Business E-Prep Program		X	Ongoing: Presentations to Chamber.
Emergency Preparedness Public Education		X	Ongoing: Attend community events to continue Public Education in Emergency Preparedness.

Science, Technology and Innovation Commission

The Science, Technology and Innovation Commission advises the City Council on matters of telecommunications policy, legislation, and implementation at the local, state, and federal levels. The Commission also considers and recommends information technology services that benefit the Milpitas community.

FY 2021-22 Work Plan Item	Accomplished	Carryover	Notes
Digital Inclusion Strategy	X		Conducted Resident Internet Usage Survey and analysis.
Smart City Initiatives	X	X	Ongoing – Research, explore various technologies and recommend Smart City projects. Commission received presentations on various smart city projects from commissioners and City Staff.
IT Technology Projects	X	X	Ongoing – Review and provide feedback on Technology Projects – Cybersecurity initiatives, Milpitas.gov domain migration, Email Security

Measure F Oversight Committee

The Measure F Oversight Committee advises the Council by Committee motion regarding staff recommendations, a report furnished and approved by the Committee, and/or at a City Council meeting.

FY 2021-22 Work Plan Item	Accomplished	Carryover	Notes
As part of the development of the budget, review the projected revenues and recommended expenditures for the funds generated by Measure F	X	X	Ongoing
Towards the end of the Fiscal Year review status of programs and services, funded wholly or partially with proceeds from Measure F	X	X	Ongoing
Receive presentation from the City's independent financial auditor	X	X	Ongoing
Receive presentation from the City's sales and use tax consultant	X	X	Ongoing

MILPITAS COMMUNITY ADVISORY COMMISSION FY 2022-2023 WORK PLAN

Work Plan Goals: Serve as an advisory body on matters affecting Milpitas residents, especially those relating to community improvement.					
Topic/Advisory Area		Tasks	Required Resources	Begin Discussion	Deadline
1.	CDBG public meeting process	Staff 1. Present informational workshop for commissioners 2. Prepare application binders 3. Coordinate with CDBG applicants to attend the meeting CAC 1. Review prepared binders for a public meeting 2. Make recommendations for CDBG funding to the City Council 3. Receive periodic updates from staff	Time: Commission, Staff, CDBG Applicants Budget: Dinner, refreshments	January	March
2.	Spring Cleaning Day	1. Commissioners discuss the location for the event 2. Staff coordinates with community organizers to present logistics for the event and volunteers 3. Staff will coordinate trash receptacles and other necessities for the event	Time: Commission, Staff, Community Organizers Budget: Outreach materials, refreshments for volunteers, certificates of appreciation for volunteers	February	May
3.	National Night Out	1. Staff coordinates with Milpitas PD to present about National Night Out 2. Commissioners discuss outreach strategies for the event and determine areas to engage	Time: Commission, Staff, Police Department Budget: Outreach materials, flyer printing	April	August
4.	Neighborhood Beautification Awards	1. Commissioners discuss ways to revamp the program, including the award categories, criteria, application window, and logistics. 2. Code Enforcement publishes application 3. Commissioners conduct community outreach	Time: Commission, Staff Budget: Award plaques for winners	May	September

		4. Commission reviews applicants and votes for winners of each award category 5. Staff coordinates the presentation of award winners to the City Council			
5.	Community Engagement & Affordable Housing and Building Safety Month	1. Commissioners coordinate with staff to promote Affordable Housing and Building Safety Month 2. Commissioners conduct outreach for activities, workshops, and community events 3. Commissioners provide a forum to engage with residents on community needs and resources	Time: Commission, Staff Budget: Outreach materials	February	May



**ECONOMIC DEVELOPMENT & TRADE COMMISSION (EDTC)
WORK PLAN FY 2022-2023**

EDTC Mission Statement:

Advise the City Council on business issues, cultivate international trade and commerce opportunities, and make recommendations on the design, development, and implementation of economic development in Milpitas.

Topic/Overall Goal	Specific Action(s) Required	Schedule	Project Status
Economic Development Strategy	Implement Strategies and Actions: Storefront Improvement Grant Program, Business Improvement District (BID), economic indicators, branding/marketing assets, improving & updating website, & demonstration project policy. - EDTC Commissioners may volunteer as ambassadors to assist in formal and informal business outreach as directed by staff, particularly along Main Street - EDTC Commissioners may participate and present at Chamber of Commerce events such as breakfast and lunch convenings	Ongoing	
American Rescue Plan Act (ARPA) Economic Vitality Framework	Economic Vitality: support re-building the Milpitas economy through a Small Business Assistance Grant Program, Workforce Development, Financial Assistance to Chamber & Hotels, Main St. Revitalization & Limited Term Economic Development Specialist. - EDTC Commissioners may provide expertise and feedback on hospitality and workforce development matters - Volunteer ambassadors may help with business outreach for re-building the Milpitas economy		
Main Street Revitalization	Main Street Revitalization will encourage economic vitality, enhance business marketability, increase property values, and attract people and new businesses. - Economic Development Strategy 31: Position Midtown as a community destination for independent retail & restaurants and Implementation Action 9.1: Implement Pilot Storefront Improvement Grant Program under Retail and Restaurant Strategies - Business Improvement District Feasibility Analysis		
Workforce Development & Education	Promote a diversified workforce and provide training opportunities for Milpitas residents. - COVID-19 Workforce Recovery implementation, education/outreach on Phase II - FlexFactor Initiative - Workforce dev./training to Milpitas High School students - City/MUSD MOU - Workforce/Educ., MFG Day, career fair, business outreach		

	As directed by staff, EDTC Commissioners may help facilitate opportunities with MUSD, engage with Milpitas High School students, and leverage networks at San Jose State University, San Jose City College, Evergreen Valley College, NextFlex, etc.		
Innovation District	Market development opportunities with the real estate development & brokerage communities & business attraction in the emerging technologies arena.		
International Trade & Commerce	Support business expansion into global markets, attract foreign investment through information gathering, needs assessment, & cultivate relationships w/service providers. - Provide expertise and feedback on the draft International Trade and Commerce work effort - Help facilitate trade events, including hosting dignitaries, trade missions, attending trade shows, etc.		
Manufacturing Day 2022	Manufacturing Day 2022: Focus on career opportunities in tech/advanced manufacturing, impacts of on-shoring of jobs and supply chain disruption on Milpitas and Silicon Valley manufacturing industry. Continue to partner with the Office of Economic Development to support Manufacturing Day 2022 by participating as program speakers; event promotion and marketing; leveraging networks, and/or providing feedback.	Oct. 13, 2022	Completed

City of Milpitas
Energy and Environmental Sustainability Commission
Proposed Work Plan FY 22-23

Item # C5.

The Energy and Environmental Sustainability Commission advises the City Council on matters pertaining to sustainability, climate action, recycling, and waste diversion.

Month	Issue/Agenda Topic	Commission Objective
July	NO MEETING	NO MEETING
August	Legislative Review for Possible Positions	Identify and review proposed environmental legislation and make potential position recommendations to City Council
	FY – 22-23 Work Plan	Develop FY 22-23 Work Plan for City Council approval
September	FY – 22-23 Work Plan (continued) with emphasis on how commission can educate residents about Climate Change and Increase Program Participation	Develop FY 22-23 Work Plan for City Council approval
October	Building Electrification and Reach Codes	Receive update on Building Energy Code updates and potential reach codes for Milpitas
	Proposed Carbon Neutral Home Incentive Program	Receive update on the Proposed Carbon Neutral Home Incentive Program
November	Recycling and Garbage Services and Diversion/SB 1383 Status Update	Provide feedback on diversion programs and solid waste services including neighborhood cleanups program, organics program participation, and recyclables contamination
December	Planning for 2023 Earth Day Event and other possible community events	Brainstorm and begin planning for Earth Day event and identify other possible community event opportunities
January	Review Calendar of Events for Commission Outreach and Advanced Power Strip distribution and engagement	Create schedule of events that Commissioners will staff and work to engage the community
	Planning for 2023 Earth Day Event and other possible community events	Brainstorm and begin planning for Earth Day event and identify other possible community event opportunities

February	• Inflation Reduction Act – Opportunities to bring funding to Milpitas	• Discuss funding options and how funding can be brought to Milpitas	Item # C5.
	• Invitation to Milpitas High School students to brainstorm opportunities for collaborate on sustainability programs	• Identify opportunities for Commission to work with Milpitas High School students to increase community engagement on sustainability issues	
March	• SVCE Decarbonization Programs Update	• Receive update SVCE Decarbonization Programs and discuss opportunities to further publicize and expand Milpitas participation	
	• Update on SMART shuttle program	• Receive an update on the SMART shuttle program	
April	• CAP Implementation Update	• Receive update on CAP implementation and status	
May	• Invite PG&E Rep to speak on Grid Reliability efforts	• Hear from PG&E on their efforts to increase electrical grid reliability statewide and specifically in Milpitas	
June	• Legislative Review for Possible Positions	• Identify and review proposed environmental legislation and make potential position recommendations	

**City of Milpitas
Planning Commission
Work Plan FY 2022-23**

Purpose: As established under Chapter 500 of Title I of the Milpitas Municipal Code, the Planning Commission advises the City Council on issues and policies related to land use planning, zoning regulations, urban design, and community development. The Commission meets bi-monthly to review, consider, and discuss proposals for new development throughout the City, and it is empowered to make decisions on certain land use matters or to make formal recommendations to the City Council.			
Topic/Activity	Tasks	Required Resources	Completion
Development Review*	Attend meetings (2x/month); read meeting packets; active participation; site visits; Vote to approve/deny a project or make a recommendation to the Council	Commission, Staff	Ongoing
Milpitas Metro Specific Plan (TASP Update)	Participate in meetings; Review draft plan and make recommendations to Council	Commission, Staff, Consultants	Early 2023
Gateway/Main St. Specific Plan (Midtown Update)	Participate in meetings; Review draft plan and make recommendations to Council	Commission, Staff, Consultants	Late 2023
Comprehensive Zoning Ordinance Update	Receive presentations; provide feedback and make recommendations to Council	Commission, Staff, Consultant	Early 2024
Misc. Development Policies (Objective Design)	Receive presentations; provide feedback and make recommendations to Council	Commission, Staff	Annual
Annual CIP Conformance with General Plan	Receive presentations; provide feedback and make recommendations to Council	Commission, Staff	Annual

* The Commission Reviews and Acts Upon the Following:

1. General Plan and General Plan amendments;
2. Specific Plans and Specific Plan amendments;
3. Zoning and Subdivision Ordinance amendments
4. Environmental Impact Reports and Negative Declarations under CEQA;
5. Tentative Subdivision Maps;
6. Planned Development permit applications;
7. Subdivision Ordinance exceptions;
8. Special Studies and Reports
9. Master Plans (e.g., Bike and Ped Master Plan, Open Space Plan, Green Infrastructure Plan, etc.)
10. Appeals of Decisions by the Zoning Administrator.

Public Safety and Emergency Preparedness Commission
Draft Work Plan FY 2022-23

DRAFT

Item # C5.

Work Plan Goals: Advise the City Council on emergency preparedness and disaster planning.				
<u>Topic/Advisory Area</u>	<u>Tasks</u>	<u>Required Resources</u>	<u>Deadline</u>	
Emergency Preparedness Program	1. Implement the Neighborfest Program in the Community.	Commission, Staff	Ongoing	
	2. Continue work of the Access & Functional	Commission, Staff	Ongoing	
	3. Present the Multi-lingual E-Prep Program information to the Community (Vietnamese, Chinese & Spanish).	Commission, Staff	Ongoing	
	4. Continue to work with the business community in emergency preparedness.	Commission, Staff	Ongoing	
Public Safety Collaboration	1. Work with Public Safety to promote emergency preparedness.	Commission , Staff	Ongoing	

Public Safety and Emergency Preparedness Commission
Draft Work Plan FY 2022-23

DRAFT

Item # C5.

City of Milpitas Science, Technology and Innovation Commission 22-23 Work Plan

City of Milpitas Science, Technology and Innovation Commission advises the City Council on matters of telecommunications policy, legislation, and implementation at the local, state, and federal levels. The Commission also considers and recommends information technology services that benefit the Milpitas Community.

Work Plan Item	Description	STATUS
Smart City Initiatives	Develop strategy to ensure digital access and literacy across the Milpitas community	Carryover
IT Technology Projects	Review and provide feedback on Technology Projects	Carryover
Comprehensive Internet Plan	Understand the state of internet connectivity availability in Milpitas. Explore ways to improve high-speed internet accessibility.	NEW
City of Milpitas - MUSD Innovation Center Partnership	Commission to establish partnership with the MUSD Innovation Center	NEW

Measure F Oversight Committee FY 2022-23 Work Plan

The Measure F Oversight Committee advises the Council by Committee motion regarding staff recommendations, a report furnished and approved by the Committee, and/or at a City Council meeting.

Tasks	Required Resources	Goal Deadline
As part of the development of the budget, review the projected revenues and recommended expenditures for the funds generated by Measure F	Committee, Staff	Ongoing
Towards the end of the Fiscal Year review status of programs and services, funded wholly or partially with proceeds from Measure F	Committee, Staff	Ongoing
Receive presentation from the City's independent financial auditor	Committee, Staff	Ongoing
Receive presentation from the City's sales and use tax consultant	Committee, Staff	Ongoing



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive the April – June 2022 Report for Unhoused Services (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046)
Category:	Consent Calendar-Community Development
Meeting Date:	10/18/2022
	<u>Recommendation:</u> Receive the April – June 2022 report for unhoused services.

Background:

On November 10, 2020, the City Council approved and authorized staff to enter into an agreement for homeless outreach, assessment, and street-based case management services with Santa Clara County Office of Supportive Housing. On March 1, 2021, the County's Homeless Engagement and Access Team (HEAT), via Abode Services, began conducting outreach to engage and provide resources to the city's unhoused residents.

On December 1, 2020, the City Council directed staff to implement a six-month pilot mobile shower and laundry Dignity on Wheels program with WeHOPE. The nonprofit service provider, WeHOPE, began providing mobile shower and laundry services every Sunday starting March 21, 2021, on Winsor Street, immediately south of the Milpitas Library. On September 7, 2021, the City Council directed staff to continue the mobile shower and laundry program for an additional 12 months. On September 6, 2022, the City Council again directed staff to continue the program until January 15, 2023.

This report reflects the April - June 2022 progress for unhoused services.

Analysis:

From April – June 2022, the HEAT Team continued to collaborate with City staff and the County Office of Supportive Housing to conduct outreach throughout the city of Milpitas to engage and provide resources to the city's unhoused residents. The HEAT Team provided basic needs items and transportation resources. The HEAT Team continued to foster rapport with unhoused residents to provide housing and employment resources, as well as to coordinate care with the Office of Supportive Housing. During the months of April, May, and June, the HEAT Team enrolled 18 clients and completed 22 assessments. Adding to 140 clients enrolled and 144 clients assessed since services began in March 2021, this makes a total of 158 clients enrolled and 166 clients assessed. Since the HEAT Team has been conducting proactive outreach throughout Milpitas, they have been able to locate and connect with unhoused residents both at known and new locations. For the unhoused individuals that did not provide identifying information for the HEAT Team to enroll or assess, they provided basic needs items and community resources. See Attachments 2-4 for the HEAT Team April – June 2022 reports.

From April – June 2022, WeHOPE provided 12 sessions to the unhoused community, providing a total of 237 showers and 103 loads of laundry, serving 115 unduplicated individuals. See Attachments 5-7 for the WeHOPE Dignity on Wheels April - June 2022 reports.

In addition to working closely with the above service providers, City departments continued to collaborate in providing assistance to the unhoused residents. Referrals to the HEAT Team continue to be provided through the City's referral process. This process has reduced internal messaging and maximized the HEAT Team's ability to quickly respond to requests for assessments and to provide updates to City staff. For a summary of the various activities and services for Milpitas unhoused residents as described above, refer to Attachment 1 for the April – June 2022 report for unhoused services.

Fiscal Impact:

There is no fiscal impact on the City budget other than staff time related to this item.

California Environmental Quality Act:

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

Recommendation:

Receive the April – June 2022 report for unhoused services.

Attachments:

1. April – June 2022 report for unhoused services
2. April 2022 HEAT Team report
3. May 2022 HEAT Team report
4. June 2022 HEAT Team report
5. April 2022 WeHOPE Dignity on Wheels report
6. May 2022 WeHOPE Dignity on Wheels report
7. June 2022 WeHOPE Dignity on Wheels report

APRIL - JUNE 2022 REPORT FOR UNHOUSED SERVICES													
Outreach Location		Type	Jurisdiction	Unhoused Count	Date Counted	Date Referred	Clients Enrolled	Date Enrolled	Clients Assessed	Date Assessed	Clients Housed	Date Housed	Notes
1	Hillview Bridge	Encampment	Valley Water			N/A							
2	Topaz Street 1	Encampment	City			N/A							
3	Serra Center	Encampment	Private Property			N/A							
4	Ocean Supermarket	Encampment or Outreach	Private Property	3 1	4/29/2022 6/23/2022	N/A	3 1	4/29/2022 6/23/2022	3 1	4/29/2022 6/23/2022			
5	Dixon Road 1	Encampment	City			N/A							
6	Dixon Road 2	RV Vehicles	City			N/A							
7	Calaveras Blvd Overpass	Encampment	City			N/A							
8	Dempsey Road 1	Encampment	City			N/A							
9	Sinclair Frontage Road	Encampment or Outreach	Union Pacific Railroad	3	4/20/2022	N/A	3	4/20/2022	3	4/20/2022			
10	Yosemite Business Park	Encampment	Private Property			N/A							
11	Gibraltar Court	Trailers	City			N/A							
12	Topaz Street 2	Encampment	City			N/A							
13	Railroad Court	Camp/Trailers	City	1	5/19/2022	N/A	0	5/19/2022	1	5/19/2022			0= previously enrolled client
14	Abel Plaza	Encampment	Private Property			N/A							
15	S. Main Street	Encampment	City	3	6/3/2022	N/A	2	6/3/2022	3	6/3/2022			One client was previously enrolled
16	S. Abbott Avenue	Encampment	City (if on street) or County (if on County property)			N/A							
17	W. Calaveras Blvd	Encampment	City			N/A							
18	Ethyl Court	Camp/Cars	City			N/A							
19	Hammond Way	Cars/Trailers or Outreach	City	1	4/20/2022	N/A	0	4/20/2022	1	4/20/2022			0= previously enrolled client
20	Coyote Creek Trail 1	Encampment	Valley Water			N/A							
21	Coyote Creek Trail 2	Encampment	Valley Water			N/A							
22	Coyote Creek Trail 3	Encampment	Valley Water	1	4/29/2022	N/A	1	4/29/2022	1	4/29/2022			
23	Calaveras Plaza Shopping Center	Outreach (contact made in non-encampment setting)	N/A	1	5/26/2022	N/A	1	5/26/2022	1	5/26/2022			
24	Dignity on Wheels Mobile Shower and Laundry	Outreach (contact made in non-encampment setting)	N/A			N/A							
25	Dixon Landing Shopping Center	Outreach (contact made in non-encampment setting)	N/A	1	5/28/2022	N/A	1	5/28/2022	1	5/28/2022			
26	Great Mall	Outreach (contact made in non-encampment setting)	N/A			N/A							
27	Milpitas Library	Outreach (contact made in non-encampment setting)	N/A			N/A							
28	Main Street	Outreach (contact made in non-encampment setting)	N/A	1	5/19/2022	N/A	1	5/19/2022	1	5/19/2022			
29	Other (Street, Panhandle, Vehicle Dweller, or Unidentified Location)	Outreach (contact made in non-encampment setting)	N/A	1	5/13/2022	N/A	1	5/13/2022	1	5/13/2022			
30	Dempsey Road 2	Encampment	Private Property			N/A							
31	Serra Center	Outreach (contact made in non-encampment setting)	N/A			N/A							
32	E. Calaveras Blvd	Outreach (contact made in non-encampment setting)	N/A			N/A							
33	Dempsey Road 3	Outreach (contact made in non-encampment setting)	N/A			N/A							
34	Galaxy Court	Outreach (contact made in non-encampment setting)	N/A			N/A							
35	Ranch Drive	Outreach (contact made in non-encampment setting)	N/A			N/A							
36	Jacklin Rd	Vehicle	City			N/A							
37	Folsom Ct	Outreach (contact made in non-encampment setting)	N/A			N/A							
38	Other (near Extended Stay)	Outreach (contact made in non-encampment setting)	N/A			N/A							
39	S. Park Victoria	Outreach (contact made in non-encampment setting)	N/A			N/A							
40	O'Toole Elms Park	Outreach (contact made in non-encampment setting)	City			N/A							
41	America's Best Value Inn	Outreach (contact made in non-encampment setting)	Private Property			N/A							
42	Milpitas Sports Center Park	Outreach (contact made in non-encampment setting)	City			N/A							
43	Foothill Park	Outreach (contact made in non-encampment setting)	City			N/A							
44	Washington Road	Vehicle	City			N/A							
45	Burley Drive	Vehicle	City			N/A							
46	W. Calaveras Blvd	Outreach (contact made in non-encampment setting)	N/A			N/A							
47	Albert Augustine Jr. Memorial Park	Outreach (contact made in non-encampment setting)	N/A			N/A							
48	N. Milpitas Bridge	Encampment	N/A	1	4/18/2022	N/A	1	4/18/2022	1	4/18/2022			
49	Victorian Sqaure	Outreach (contact made in non-encampment setting)	N/A	1	4/1/2022	N/A	1	4/1/2022	1	4/1/2022			
50	Calaveras 3	Encampment	N/A			N/A							
51	Cardoza Park	Outreach (contact made in non-encampment setting)	N/A	1 2	5/9/2022 6/22/2022; 6/13/2022	N/A	0 2	5/9/2022 6/22/2022; 6/13/2022	1 2	5/9/2022 6/22/2022; 6/13/2022			0= previously enrolled client
			Total	22			18			22			

WeHOPE Dignity on Wheels Mobile Shower and Laundry	Session Location	Service Dates	Number of Sessions	Total Unduplicated Individuals Served	Showers Provided	Loads of Laundry Provided
	Milpitas Library	6/5/2022, 6/12/2022, 6/19/2022, 6/26/2022	4	42	82	40
	Milpitas Library	5/1/2022, 5/8/2022, 5/15/2022, 5/22/2022, 5/29/2022	5	42	99	42
	Milpitas Library	4/3/2022, 4/10/2022, 4/24/2022	3	31	56	21

Santa Clara County Office of Supportive Housing
 Abode Services
 Milpitas HEAT Team
 April 2022 Report

In April, Abode's HEAT staff was successful in locating and identifying new unhoused individuals and referring them to the community queue for prospective supportive housing options. Throughout the month, Abode's HEAT staff concentrated efforts to maintain supportive contact with clients that had relocated in response to clean up activities at two PG&E sites and at the Milpitas Sports Complex. In addition, the team supported newly enrolled participants in enlisting in appropriate housing and mental health resources accordingly.

The team was able to connect with new participants at the Sinclair Frontage and Ocean Market locations and continued to provide basic needs items, transportation resources, and community resources to the unhoused throughout the month. The HEAT mental health outreach clinician was successful in updating a previously enrolled participants Vi-SPDAT. The team continued to provide information about the centralized hotline for temporary housing programs and emergency shelters to those interested and utilized housing problem solving techniques to explore sustainable housing options outside of the emergency shelter system.

The following table reflects the number of outreach contacts, the total number of unhoused enrolled into the SCC HEAT program, as well as the number of VI-SPDAT assessments administered:

Milpitas HEAT Contact, Enrolled, Assessed Clients: April

Outreach Location	Outreach Contact	Enrolled	Assessments
Milpitas Outreach - Ocean Market	3	3	3
04/29/2022	3	3	3
Milpitas Outreach-Coyote Creek 18	1	1	1
04/29/2022	1	1	1
Milpitas Encampment- Hammond 15	1	0*	1
04/20/2022	1	0*	1
Milpitas Encampment - Sinclair Frontage 5	3	3	3
04/20/2022	3	3	3
Milpitas Encampment- N. Milpitas Bridge	1	1	1
04/18/2022	1	1	1
Milpitas Outreach (Vehicle Dweller) – Victorian Square	1	1	1
04/01/2022			
Grand Total	10	9	10

Milpitas Outreach= Contact made with client in non-encampment setting

Milpitas Encampment= Contact made at a location where a tent and/or other structures are used as shelter

**Previously enrolled participant*

Santa Clara County Office of Supportive Housing
 Abode Services
 Milpitas HEAT Team
 May 2022 Report

In May, Abode's HEAT staff continued outreach services in collaboration with the City of Milpitas and Milpitas PD. The Abode outreach team enrolled 4 new participants and updated the Vi-SPDAT for 2 existing enrollments due to change in circumstances.

The team utilized housing problem solving techniques, motivational interviewing techniques, and supplemented engagement efforts to provide basic needs items, transportation resources, and employment resources to the unhoused throughout the month. The team continued focus on improving the living situations of unhoused individuals by providing information about the centralized hotline for temporary housing programs and emergency shelters to those interested.

The following table reflects the number of outreach contacts, the total number of unhoused enrolled into the SCC HEAT program, as well as the number of VI-SPDAT assessments administered:

Milpitas HEAT Contact, Enrolled, Assessed Clients: May

Outreach Location	Outreach Contact	Enrolled	Assessments
Milpitas Outreach – City Square Center Dixon Landing	1	1	1
05/28/2022	1	1	1
Milpitas Outreach-Calaveras Plaza Shopping Center (Vehicle Dweller)	1	1	1
05/26/2022	1	1	1
Milpitas Outreach-Main St.	1	1	1
05/19/2022	1	1	1
Milpitas Encampment- Railroad Ave.	1	0*	1
05/19/2022	1	0	1
Milpitas Outreach – Washington Dr. (Vehicle Dweller)	1	1	1
05/13/2022	1	1	1
Milpitas Encampment- Calaveras 3	1	0*	1
05/9/2022	1	0	1
Grand Total	6	4	6

Milpitas Outreach= Contact made with client in non-encampment setting

Milpitas Encampment= Contact made at a location where a tent and/or other structures are used as shelter

**Previously enrolled participant*



Santa Clara County Office of Supportive Housing
 Abode Services
 Milpitas HEAT Team
 June 2022 Report

In June, the Abode Heat team continued to concentrate efforts throughout the city of Milpitas. The team was deployed in response to community concern and Milpitas PD referrals and was successful in locating and identifying 5 new unhoused participants for services. All participants were referred to the community queue for supportive housing eligibility, including a family with children.

The team continued to support all clients with transportation, emergency shelter, and employment stability resources. The team provided information about cooling centers and educated clients about hot weather tips to endure the high temperature conditions.

The following table reflects the number of outreach contacts, the total number of unhoused enrolled into the SCC HEAT program, as well as the number of VI-SPDAT assessments administered:

Milpitas HEAT Contact, Enrolled, Assessed Clients: June

Outreach Location	Outreach Contact	Enrolled	Assessments
Milpitas Outreach- Ocean Market	1	1	1
06/23/2022	1	1	1
Milpitas Outreach- Cardoza Park	2	2	2
06/22/2022	1	1	1
06/13/2022	1	1	1
Milpitas Encampment – S Main St.	3	2*	3
06/03/2022	3	2	3
Grand Total	6	5	6

Milpitas Outreach= Contact made with client in non-encampment setting

Milpitas Encampment= Contact made at a location where a tent and/or other structures are used as shelter

**Previously enrolled participant*



Reporting Period		Total unduplicated individuals served during reporting period			Total unduplicated individuals served during contract term			Total Field Visits this month							
April 2022		31			116			60							
								Age (for Field Visits)							
Session Locations		Service Date(s)	Hours	Unduplicated Individuals at Sessions	Showers Provided	Loads of Laundry Provided	>19	20-29	30-39	40-49	50-59	60-69	70-79	80+	Doesn't Know or Refused
TOTALS FOR MONTH				31	56	21	0	0	8	6	6	11	0	0	0
Sundays		4/3/2022													
		4/10/2022													
		4/17/2022													
		4/24/2022													
Gender (unduplicated)						Ethnicity (for Field Visits)							Race (for Field Visits)		
Male	Female	Trans Female (M to F)	Trans Male (F to M)	Gender Non-Conforming	Doesn't Know or Refused	White	Black of African American	Asian	American Indian or Alaskan Native	Native Hawaiian or Other Pacific Islander	Multiple Races	Doesn't Know or Refused	Non-Hispanic/Non-Latino	Hispanic/Latino	Doesn't Know or Refused
27	4	0	0	0	0	3	2	4	5	0	0	17	14	0	17

Santa Clara County Office of Supportive Housing
 Abode Services
 Milpitas HEAT Team
 May 2022 Report

In May, Abode's HEAT staff continued outreach services in collaboration with the City of Milpitas and Milpitas PD. The Abode outreach team enrolled 4 new participants and updated the Vi-SPDAT for 2 existing enrollments due to change in circumstances.

The team utilized housing problem solving techniques, motivational interviewing techniques, and supplemented engagement efforts to provide basic needs items, transportation resources, and employment resources to the unhoused throughout the month. The team continued focus on improving the living situations of unhoused individuals by providing information about the centralized hotline for temporary housing programs and emergency shelters to those interested.

The following table reflects the number of outreach contacts, the total number of unhoused enrolled into the SCC HEAT program, as well as the number of VI-SPDAT assessments administered:

Milpitas HEAT Contact, Enrolled, Assessed Clients: May

Outreach Location	Outreach Contact	Enrolled	Assessments
Milpitas Outreach – City Square Center Dixon Landing	1	1	1
05/28/2022	1	1	1
Milpitas Outreach-Calaveras Plaza Shopping Center (Vehicle Dweller)	1	1	1
05/26/2022	1	1	1
Milpitas Outreach-Main St.	1	1	1
05/19/2022	1	1	1
Milpitas Encampment- Railroad Ave.	1	0*	1
05/19/2022	1	0	1
Milpitas Outreach – Washington Dr. (Vehicle Dweller)	1	1	1
05/13/2022	1	1	1
Milpitas Encampment- Calaveras 3	1	0*	1
05/9/2022	1	0	1
Grand Total	6	4	6

Milpitas Outreach= Contact made with client in non-encampment setting

Milpitas Encampment= Contact made at a location where a tent and/or other structures are used as shelter

**Previously enrolled participant*





Reporting Period		Total unduplicated individuals served during reporting period			Total unduplicated individuals served during contract term					Total Field Visits this month							
June 2022		42			143					88							
								Age (for Field Visits)									
Session Locations		Service Date(s)	Hours	Unduplicated Individuals at Sessions	Showers Provided	Loads of Laundry Provided	>19	20-29	30-39	40-49	50-59	60-69	70-79	80+	Doesn't Know or Refused		
TOTALS FOR MONTH				42	82	40	2	2	6	7	13	12	0	0	0		
Sundays		6/5/2022															
		6/12/2022															
		6/19/2022															
		6/26/2022															
Gender (unduplicated)						Ethnicity (for Field Visits)							Race (for Field Visits)				
Male	Female	Trans Female (M to F)	Trans Male (F to M)	Gender Non-Conforming	Doesn't Know or Refused	White	Black of African American	Asian	American Indian or Alaskan Native	Native Hawaiian or Other Pacific Islander	Multiple Races	Doesn't Know or Refused	Non-Hispanic/Non-Latino	Hispanic/Latino	Doesn't Know or Refused		
33	8	1	0	0	0	10	2	4	6	0	0	20	22	0	20		



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute a General Services Agreement with Banner Pest Services to Provide Pest Control Services at Various City Facilities for the Not-to-Exceed Amount \$300,000.00 for a Five-Year Period Subject to the Annual Appropriation of Funds (Staff Contact: Roger Lee, Interim Public Works Director, 408-586-2602; and Chris Schroeder, Purchasing Agent, 408-586-3161)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	10/18/2022
	<u>Recommendation:</u> Approve and authorize the City Manager to execute a general services agreement with Banner Pest Services to provide pest control services at various city facilities for the not-to-exceed amount \$300,000.00 for a five-year period subject to the annual appropriation of funds.

Background:

The City's Public Works Facilities Division manages a total of 19 City buildings. Thirteen of these buildings need pest control services, applied per safe and environmentally friendly Integrated Pest Management (IPM) requirements. Following IPM requirements ensures that natural pest control remedies are implemented first and more concentrated remedies are only used when necessary and safe. Needed services include the monthly maintenance at these City facilities for, but not necessarily limited to, ants, cockroaches, spiders, mice, rats, yellow jackets, and wasps. The proposed agreement is for a five-year period, fixed-price agreement for on-going pest control services based on satisfactory performance.

The City has previously outsourced pest control service through an annual on-call agreement. The recommendation to authorize this five-year agreement provides for more competitive pricing and consistent service.

Analysis:

To competitively solicit this service, on July 29, 2022, the Purchasing Division released a Request for Proposals (RFP No. 23-005) for City-wide pest Control and Abatement Services. The RFP was publicly noticed in accordance with the City's Municipal code, advertised on the City's website, email notifications were sent to companies registered with the City via ProcureNow.com, the City's eProcurement system. Upon release, 970 firms received the solicitation notification, and ten firms downloaded the RFP documents. Three proposals were received by deadline date of August 29, 2022. The proposals were reviewed for compliance to the specifications of the RFP and all were accepted.

Three proposals were received from the following contractors:

PROPOSING VENDOR	FINAL SCORE
Banner Pest Services	78.33
TMC Pest Management DBA Sprague Pest Solutions	70.50
Pestmaster Services, L.P.	64.33

The proposals were evaluated by a panel of three employees consisting of a Senior Public Works Facility's Lead, A Senior Administrative Analyst, and a Public Works Manager. Evaluations were based on the following criteria: Cover Letter and Compliance with the RFP Requirements, Company Profile, Execution Plan, References, Personnel Assigned, and Proposed Compensation. After evaluating of all criteria, the review panel concluded that Banner Pest Services provided the best overall proposal.

Pest Control services under this agreement would be performed at the following facilities:

Location	Address
City Hall	455 E. Calaveras Blvd.
Community Center	457 E. Calaveras Blvd.
Senior Center	40 N. Milpitas Blvd.
Sal Cracolice	791 Garden St.
Milpitas Sports Center	1325 E. Calaveras Blvd.
Fire Station No. 1	777 S. Main St.
Fire Station No. 2	1263 Yosemite Dr.
Fire Station No. 3	45 Midwick Dr.
Fire Station No.4	775 Barber Ln.
Alviso Adobe	2087 Alviso Adobe Ct
Higuera Adobe Hall	821 Wessex Pl.
Public Works Admin/Corp Yard	1265 N. Milpitas Blvd.
Police Station	1275 N. Milpitas Blvd.

Policy Alternatives:

Alternative 1: Direct City staff to provide the required services with in-house resources.

Pros: Increased work responsibilities for City Public Works staff.

Cons: City staff do not have sufficient resources to provide these services in addition to the ongoing operations and maintenance of the City's infrastructure.

Reason not recommended: The City does not have sufficient resources or appropriate certifications to perform pest control services at various City facilities.

Fiscal Impact:

This project will be funded from the Fiscal Year 2022-2023 Public Works operating budget for an amount not to exceed \$40,000 in the first year, and a total amount not-to-exceed \$300,000.00 over the five-year period, subject to annual appropriation of funds by Council during the annual budget process. In FY22-23 Adopted Budget, \$20,000 was allocated to pest control, the remaining \$20,000 will be absorbed by Public Works Facilities Maintenance operating budget.

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:

Approve and Authorize the City Manager to Execute a General Services Agreement with Banner Pest Services for Pest Control Services at Various City Facilities for the Not-to-Exceed Amount \$300,000 for a Five-Year Period Subject to the Annual Appropriation of Funds.

Attachments:

1. General Services Agreement with Banner Pest Services.

CITY OF MILPITAS
AGREEMENT FOR CITY-WIDE PEST CONTROL SERVICES

1. PARTIES AND DATE.

This Agreement for **City-Wide Pest Control Services** ("Agreement") _____ by and between the City of Milpitas, a municipal corporation organized under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City") and **Banner Pest Services** a Delaware corporation with its principal place of business at 1944 O'Toole Way, San Jose, CA 95131 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain City-Wide Pest Control services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing City-Wide Pest Control services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the City-Wide Pest Control Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term.

The term of this Agreement shall be from **the date first written above to October 31, 2027**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

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

3.2.5 City's Representative. City hereby designates **Samu Tiimalu**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates **Aaron Blatter**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's

Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the

nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Thousand Dollars and Zero Cents (\$300,000.00)** without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

(a) Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and

debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(b) If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(c) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

(a) Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(b) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as

defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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

Contractor:

Banner Pest Services
1944 O'Toole Way
San Jose, CA 95131

City:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035
Attn: Steve McHarris, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.5 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be

rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, employees, agents or volunteers. This Section 3.5.5 shall survive any expiration or termination of this Agreement.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Santa Clara County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.22 Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.5.23 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement,

where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

3.5.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.5.25 Subcontracting. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.26 Wage Theft Prevention

(a) Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

(b) BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

(c) If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

(d) For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

(e) Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(f) Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[Signatures on following page]

**SIGNATURE PAGE FOR AGREEMENT
FOR CITY-WIDE PEST SERVICES
BETWEEN THE CITY OF MILPITAS
AND BANNER PEST SERVICES**

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

CITY OF MILPITAS*Approved By:*

Steven G. McHarris, City Manager

Date

Approved:

Lauren Lai, CPA, MPA
Finance Director/Risk manager

Approved As To Form:

Michael Mutalipassi, City Attorney

Approved As To Content:

Roger Lee
Interim Public Works Director

BANNER PEST SERVICES

Signature

Name

Title

Date

EXHIBIT "A"

SCOPE OF SERVICES

1. General

The Contractor shall provide the personnel, equipment, chemicals, and materials to perform monthly and emergency response Pest Control Services for the City of Milpitas. Equipment will be kept in top mechanical condition and conform with EPA, UL, ANSI and OSHA standards. The Contractor shall furnish all required chemicals and pesticides.

All Contractor equipment, materials, supplies, chemicals, and debris must be transported to and from all sites. There is no on-site storage for Contractor's equipment or materials.

All work will be performed in a manner so as not to block access to or disrupt the daily operation of the City of Milpitas. All work must be scheduled with the Public Works Manager for Facilities and Fleet or the designated City representative.

2. Pest Control Services

The Contractor shall provide Pest Control and Emergency Response Services as described herein for the City of Milpitas facilities listed below and follow the accepted standards of Pest Control Management, EPA, OSHA and Department of Labor & Industries, see Exhibit C for locations.

3. Treatment

Preventative maintenance treatment to include monthly service at each location for interior and/or exterior control (webs around doorways, entryways and light fixtures) of the following:

- Ants
- Yellow Jackets
- Paper Wasps
- Cockroaches
- Black Widow Spiders
- Mice
- Rats
- Large Animal Control (as needed)

Include placement of rodent stations at each location, perimeter spray and insect bait traps at each location and any charges for additional treatment during the month.

4. Communications and Reports

The Contractor's Service technician(s) shall annotate on the work order ticket(s) and/or logbook any conditions that warrant immediate attention including sanitary and structural conditions affecting present and potential pest infestations and notify the City representative of such condition.

Hazardous Communication Safety Data Sheets of all non-chemical and chemical treatments used by the vendor must be provided to the City representative prior to work commencing at any City facility.

5. Damages

All damages shall be reported by Contractor to the City to determine repair responsibilities.

EXHIBIT "B"
SCHEDULE OF SERVICES

A. The monthly cost associated with each building is detailed in the table below:

Building	Address	Sq Footage
City Hall	455 E. Calaveras Blvd	96,808
Public Works (Corp Yard & Warehouse)	1265 N. Milpitas Blvd	47,736
Police Station	1275 N. Milpitas Blvd	57,320
Community Center	457 E. Calaveras Blvd	16,362
Senior Center	40 N Milpitas Blvd	9,000
Sports Center & Annex	1325 E. Calaveras Blvd	44,676
Sal Cracolice	791 Garden St	4,500
Higuera Adobe Hall	821 Wessex Place	1,200
Alviso Adobe	2087 Alviso Adobe Ct	1,500
Fire Station #1	777 S. Main St	15,000
Fire Station #2	1263 Yosemite Dr	6,100
Fire Station #3	45 Midwick	6,100
Fire Station #4	775 Barber Lane	6,668

**EXHIBIT “C”
COMPENSATION**

B. The monthly cost associated with each building is detailed in the table below:

Building	Address	Sq Footage	Monthly Cost
City Hall	455 E. Calaveras Blvd	96,808	\$935.00
Public Works (Corp Yard & Warehouse)	1265 N. Milpitas Blvd	47,736	\$615
Police Station	1275 N. Milpitas Blvd	57,320	\$765
Community Center	457 E. Calaveras Blvd	16,362	\$379
Senior Center	40 N Milpitas Blvd	9,000	\$295
Sports Center & Annex	1325 E. Calaveras Blvd	44,676	\$535
Sal Cracolice	791 Garden St	4,500	\$165
Higuera Adobe Hall	821 Wessex Place	1,200	\$80
Alviso Adobe	2087 Alviso Adobe Ct	1,500	\$95
Fire Station #1	777 S. Main St	15,000	\$275
Fire Station #2	1263 Yosemite Dr	6,100	\$189
Fire Station #3	45 Midwick	6,100	\$189
Fire Station #4	775 Barber Lane	6,668	\$189

C. Additional Services:

- a. Trapping for large animals including gophers, moles, raccoons, possums, and skunks – Daily services for \$600 per week
- b. Bed Bugs – Quote Based – depending on level of infestation
- c. Fleas – Quote Based – depending on level of infestation
- d. Ticks -- Quote Based – depending on level of infestation
- e. Carpet Beetles – Quote Based – depending on level of infestation

D. Annual Price Increases

- a. Banner Pest Services is committed to providing a quality service. Maintaining the monthly cost with increased cost of living over the next 5 years allows Banner to keep up with wage increases and higher prices for materials.
- b. On each 1-year anniversary of agreement, the monthly cost will increase according to the most recent publication of Consumer Price Index (CPI) by the U.S. Bureau of Labor Statistics

EXHIBIT "D"**INSURANCE REQUIREMENTS**

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's or Consultant's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- ____ Bid Bond
- ____ Performance Bond
- ____ Payment Bond

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

Other Insurance Provisions:

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

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

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

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

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

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

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

X Waiver of Subrogation:

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

___ Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to

the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Introduce Ordinance No. 65.152 Adopting by Reference the 2022 California Building Codes with Amendments and Set a Public Hearing on December 6, 2022 for Adoption of the Ordinance (Staff Contact: Bill Tott, Building Official, 408-586-3263)
Category:	Consent Calendar-Community Development
Meeting Date:	10/18/2022
	<u>Recommendation:</u> (1) Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 65.152 amending Chapters 3, 3.5, 4, 5, 6, 7, 10,14,150, and 170 of Title II of the Milpitas Municipal Code relating to adopting by reference the 2022 California Building Code, 2022 California Residential Code, 2021 International Property Maintenance Code, 2022 California Mechanical Code, 2022 California Electrical Code, 2022 California Plumbing Code, 2021 International Swimming Pool and Spa Code, 2022 California Existing Building Code, and 2022 California Historical Building Code, with amendments; and (2) Set a public hearing on December 6, 2022, pursuant to California Government Code Section 50022.3, for adoption of the Ordinance.

BACKGROUND:

Title 24 of the California Code of Regulations, also referred to as the California Building Standards Code, governs the design and construction of buildings and associated facilities and equipment throughout California. It is updated and published on a triennial basis by the California Building Standards Commission (CBSC) by order of the California legislature. Each code cycle update improves safety, sustainability, and resiliency, and incorporates new technology, design, and construction methods. Throughout each code adoption cycle, amendments to the codes are developed through an extensive public participation process. In July 2022, the CBSC published the 2022 edition of the California Building Standards Code, making this year a code adoption year. The building regulations in the California Building Standards Code have the same force of law and take effect 180 days after their publication. On January 1, 2023, the 2022 California Building Standards Code will become effective statewide. This 2022 Code has prompted jurisdictions statewide to adopt the new code and complete local amendments as necessary. In accordance with California Health and Safety Code, a city may establish more restrictive building standards than those in the California Building Standards Code if the city makes an express finding that each amendment is reasonably necessary because of local climatic, geological, or topographical conditions.

ANALYSIS:

As part of the triennial code adoption cycle, and pursuant to California Health and Safety Code Sections 17958 and 18941.5, staff recommends that the City of Milpitas adopt the 2022 California Building Standards Code. The parts of the 2022 California Building Standards Code that are included in this proposed adoption ordinance are: The California Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Existing Building Code, and Historical Building Code. Staff also proposes several local amendments be adopted as part of the code adoption. The amendments along with the findings that support them are included in the proposed ordinance.

In summary, the proposed substantive amendments are as follows:

Chapter 3 – Building Code

Automatic sprinkler systems; Roofing cover requirement for hillside areas; Special inspection exception; Foundations and foundation reinforcement; and Restrict use of bracing methods

Chapter 3.5 – Residential Code

Roofing cover requirement for hillside areas; Restrict use of bracing methods; and Foundations and foundation reinforcement

Chapter 6 – Electrical Code

Requirement for all new electrical services to be underground; Disconnects of electrical power for each building to be in a readily accessible location on the first floor; and Grounding systems in new buildings shall be an electrode encased in concrete

If approved, the Building Official will file a copy of this ordinance with the California Building Standards Commission. Title II Chapter 3 Building Code: The 2022 California Building Code is adopted by reference, with amendments. Close examination of the current and prior California Building Code and Municipal Code was performed. Title II Chapter 3.5 (Residential Code); Chapter 5 (Mechanical Code); Chapter 7 (Plumbing Code); Chapter 14 (Existing Building Code); and Chapter 150 (Historical Building Code): The Residential Code was adopted and amended in a similar way as the Building Code. Same was done with the Mechanical, Plumbing, Electrical, Existing Building, and Historical Building Codes. Title II Chapter 4 (Property Maintenance Code); and Chapter 10 (Swimming Pool and Spa Code): In addition to the California codes, the 2021 International Swimming Pool and Spa Code (ISPSC) and the 2021 International Property Maintenance Code (IPMC) are included. The 2019 ISPSC and IPMC were previously adopted and will be replaced by the 2022 versions. The California Energy Code and Green Building Standards Code are being adopted under separate ordinances which were established in the previous code adoption cycle due to the introduction of “reach code” amendments as part of the adoption of these codes. Adoption of the new 2022 codes will ensure that buildings and structures in Milpitas will safeguard the health, safety, and general welfare of the public. Staff recommends that the Council introduce the proposed ordinance adopting the new codes with amendments and set a public hearing on December 6, 2022. This timeline will allow notice of the public hearing to be published once a week for two successive weeks pursuant to Government Code Section 6066.

POLICY ALTERNATIVE(S):

Alternative 1: Adopt the new codes with modifications to the amendments and / or include only a portion of the amendments.

Pros: Would provide a limited increase over the baseline minimum safety standards.

Cons: Would not give full consideration for local conditions in Milpitas.

Reason for Not Recommending: Would not provide the complete code adoption with amendments to address local conditions in Milpitas.

FISCAL IMPACT:

There is no cost to the City other than administrative staff time and expense. Staff training on the new codes is needed and has been planned for in the budget. Training has begun and will be ongoing.

California Environmental Quality Act (CEQA):

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

RECOMMENDATIONS:

Following the City Attorney’s reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 65.152 amending Chapters 3, 3.5, 4, 5, 6, 7, 10, 14, and 150 of Title II of the Milpitas Municipal Code relating to Code Administration; adopting by reference the 2022 California Building Code, 2022 California Residential Code, 2021 International Property Maintenance Code, 2022 California Mechanical Code, 2022

California Electrical Code, 2022 California Plumbing Code, 2021 International Swimming Pool and Spa Code, 2022 California Existing Building Code, and 2022 California Historical Building Code, with amendments. Set a public hearing on December 6, 2022, pursuant to California Government Code Section 50022.3, for adoption of the Ordinance.

Attachment(s):

1. Ordinance No. 65.152

REGULAR**NUMBER:** 65.152

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING CHAPTERS 3, 3.5, 4, 5, 6, 7, 10, 13, 14, AND 150, OF TITLE II OF THE MILPITAS MUNICIPAL CODE RELATING TO CODE ADMINISTRATION; ADOPTING BY REFERENCE THE 2022 CALIFORNIA BUILDING CODE, 2022 CALIFORNIA RESIDENTIAL CODE, 2022 CALIFORNIA MECHANICAL CODE, 2022 CALIFORNIA ELECTRICAL CODE, 2022 CALIFORNIA PLUMBING CODE, 2021 INTERNATIONAL PROPERTY MAINTAINENCE CODE, 2021 INTERNATIONAL SWIMMING POOL AND SPA CODE, 2022 CALIFORNIA EXISTING BUILDING CODE, AND 2022 CALIFORNIA HISTORICAL BUILDING CODE, WITH AMENDMENTS.

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, 2022, upon motion by _____, and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:**APPROVED:**_____
Suzanne Guzzetta ,City Clerk_____
Rich Tran, Mayor**APPROVED AS TO FORM:**_____
Michael Mutalipassi , City Attorney

RECITALS:

WHEREAS, the California Building Standards Commission has adopted and published an updated Title 24 of the California Code of Regulations, also referred to as the 2022 California Building Standards Code, that will become effective statewide on January 1, 2023; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 establish the authority for a city to adopt and make local amendments and modifications to the building standards in the California Building Standards Code to establish more restrictive building standards than those contained in the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 permit a city to make such local amendments and modifications as the city determines are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 require a city, before making any amendments and modifications to the California Building Standards Code, make an express finding that such amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City of Milpitas has reviewed and intends to adopt the 2022 California Building Standards Code and the 2021 International Property Maintenance Code and 2021 International Swimming Pool and Spa Code.

WHEREAS, the City Council wishes to amend portions of the California Building Standards Code to better address local conditions and makes express findings that such amendments are reasonably necessary because of local climatic, geological or topographical conditions as set forth in this Ordinance.

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

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

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council hereby finds and determines that this Ordinance has been assessed in accordance with the California Environmental Quality Act (Cal. Pub. Res. Code, § 21000 et seq.) (“CEQA”) and the State CEQA Guidelines (14 Cal. Code Regs. § 15000 et seq.) and is categorically exempt from CEQA under CEQA Guidelines, § 15061(b)(3), which exempts from CEQA any project where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Adoption of the proposed Ordinance would not be an activity with potential to cause significant effect on the environment because the changes made to the California Building Standards Code within are enacted to mitigate the threats posed to public peace, health and safety from earthquakes, storms, floods, high winds and fire, and therefore is exempt from CEQA. Therefore, it can be seen with certainty that there is no possibility that the Ordinance in question may have a significant effect on the environment; accordingly, the Ordinance is categorically exempt from CEQA.

SECTION 3. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE II

Chapters 3, 3.5, 4, 5, 6, 7, 10, 13, 14, and 150, of Title II of the Milpitas Municipal Code are hereby amended with the text below to read as follows:

Section 4 Appeals**II-1-4.01**

Chapter 3 – BUILDING CODE

Chapter 3 of Title II of the Milpitas Municipal Code is hereby repealed in its entirety and replaced with the text below to read as follows:

Sections:

Section 1 – Adoption of the Building Code

Section 2 – Amendments to the Building Code

Section 1 Adoption of the Building Code

II-3-1.01

The 2022 California Building Code, published and copyrighted by the International Code Council, Inc. and the California Building Standards Commission in Part 2 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. This adoption includes Appendix I. The 2022 California Building Code shall be designated and referred to as the “Building Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

Section 2 Amendments to the Building Code

II-3-2.01 Amendments: Chapter 4

- Amend Section 402.5 of the California Building Code by deleting the exception.
- Amend Section 403.3 of the California Building Code by deleting all exceptions.
- Amend Section 404.3 of the California Building Code by deleting all exceptions.
- Amend Section 410.6 of the California Building Code by deleting all exceptions.

II-3-2.02 Amendment: Section 1505.1.5

Amend Section 1505 of the California Building Code by adding Section 1505.1.5 to read as follows:

1505.1.5 Roofing requirements for hillside construction. Class A or Class B roof covering shall be required for all hillside construction.

II-3-2.03 Amendment: Section 1705.3 Exception 1

Amend Section 1705.3 Exception 1 of the California Building Code to read as follows:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based upon a specified compressive strength, f'_c , no greater than 2,500 pounds per square inch (psi) (17.2 MPa).

II-3-2.04 Amendment: Section 1808.1

Amend Section 1808.1 of the California Building Code to read as follows:

All new foundations for building additions to R-3 occupancies shall be of the same type of foundation system as the existing structure, unless foundation design recommendation from a soils engineer is provided and the foundation system is designed, and plans, calculations, and specifications are prepared, stamped and signed, by a California licensed engineer or architect.

II-3-2.05 Amendment: Table 2308.6.1

Amend Table 2308.6.1 title and footnotes to read as follows:

1. TABLE 2308.6. 1^{a, f, g}
2. Footnotes “f” and “g” are added to Table 2308.6.1, to read:

- f. Methods PBS, HPS, and SFB are not permitted in Seismic Design Categories D or E.
g. Methods GB, DWB and PCP are not permitted in Seismic Design Category E.

Chapter 3.5 – RESIDENTIAL CODE

Chapter 3.5 of Title II of the Milpitas Municipal Code is hereby repealed in its entirety and replaced with the text below to read as follows:

Sections:

Section 1 – Adoption of the Residential Code

Section 2 – Amendments to the Residential Code

Section 1 Adoption of the Residential Code

II-3.5-1.01

The 2022 California Residential Code, published by the International Code Council, Inc. and the California Building Standards Commission in Part 2.5 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. This adoption includes Appendix AH and Appendix AK. The 2022 California Residential Code shall be designated and referred to as the “Residential Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

Section 2 Amendments to the Residential Code

II-3.5-2.01 Amendment: Section R902.1.5

Amend Section R902 of the California Residential Code by adding Section R902.1.5 to read as follows:

R902.1.5 Roofing requirements for hillside construction. Class A or Class B roof covering shall be required for all hillside construction.

II-3.5-2.02 Amendment: Table R602.10.3(3)

Amend Table R602.10.3(3) title and footnotes to read:

TABLE R602.10.3(3)^{i, j}

Footnotes:

- i. Methods PBS, HPS, SFB and CS-SFB are not permitted in Seismic Design Categories D₀, D₁, and D₂.
- j. Methods GB, DWB and PCP are not permitted in Seismic Design Categories D₀, D₁, and D₂ where S₁ is greater than or equal to 0.75.

II-3.5-2.03 Amendment: Section R403.1

Amend Section R403.1 of the California Residential Code to read as follows:

All new foundations for building additions to R-3 occupancies shall be of the same type of foundation system as the existing structure, unless foundation design recommendation from a soils engineer is provided and the foundation system is designed, and plans, calculations, and specifications are prepared, stamped and signed, by a California licensed engineer or architect

Chapter 4 – PROPERTY MAINTENANCE CODE

Chapter 4 of Title II of the Milpitas Municipal Code is hereby repealed in its entirety and replaced with the text below to read as follows:

Sections:

Section 1 – Adoption of the Property Maintenance Code

Section 2 – Amendments to the Property Maintenance Code

Section 1 Adoption of the Property Maintenance Code

II-4-1.01

The 2021 International Property Maintenance Code, published by the International Code Council, Inc., is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2021 International Property Maintenance Code shall be designated and referred to as the “Property Maintenance Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

Section 2 – Amendments to the Property Maintenance Code

II-4-1.02

- Delete Section 404.5 of the International Property Maintenance Code.
- Delete Table 404.5 of the International Property Maintenance Code.
- Delete Section 404.5.1 of the International Property Maintenance Code.
- Delete Section 404.5.2 of the International Property Maintenance Code.

Chapter 5 – MECHANICAL CODE

Chapter 5 of Title II of the Milpitas Municipal Code is hereby repealed in its entirety and replaced with the text below to read as follows:

Sections:

Section 1 – Adoption of the Mechanical Code

Section 1 Adoption of the Mechanical Code

II-5-1.01

The 2022 California Mechanical Code, published and copyrighted by the International Association of Plumbing and Mechanical Officials and the California Building Standards Commission in Part 4 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2022 California Mechanical Code shall be designated and referred to as the “Mechanical Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

Chapter 6 – ELECTRICAL CODE

Chapter 6 of Title II of the Milpitas Municipal Code is hereby repealed in its entirety and replaced with the text below to read as follows:

Sections:

Section 1 – Adoption of the Electrical Code

Section 2 – Amendments to the Electrical Code

Section 1 Adoption of the Electrical Code

II-6-1.01

The 2022 California Electrical Code, published and copyrighted by the National Fire Protection Agency and the California Building Standards Commission in Part 3 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The adoption includes Annexes A, B, C, D, and F. The 2022 California Electrical Code shall be designated and referred to as the “Electrical Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

Section 2 Amendments to the Electrical Code**II-6-2.01**

Amend Section 230.2 of the California Electrical Code by adding subsection (F) to read as follows:

230.2(F). Underground Service. All new electrical services shall be underground and installed per Section 230.30, Underground Service-Lateral Conductors. Exception: Relocation or replacement of existing electrical services at existing buildings.

II-6-2.02

Amend Section 230.70(A) of the California Electrical Code by adding subsection (4) to read as follows:

(4) Main Service Disconnect Location. The building main service disconnect and/or disconnects shall be installed on the first floor level of the building, in accordance with 230.70(A)(1), (A)(2), and (A)(3).

II-6-2.03

Amend Section 250.50 of the California Electrical Code by adding subsection (A) to read as follows:

250.50(A). Grounding System in New Buildings. Grounding electrode systems in all new buildings shall be an electrode encased by at least 50 mm (two inches) of concrete, located horizontally near the bottom or vertically, and within that portion of a concrete foundation or footing that is in direct contact with earth. The electrode shall consist of at least 6.0 m (20 feet) of one or more steel reinforcing bars or rods, of not less than 13 mm (½ inch) diameter, or consisting of at least 6.0 m (20 feet) of bare copper conductor not smaller than 4 AWG. The connection side of this concrete-encased electrode shall be located remotely away from the main electrical service equipment.

Chapter 7 – PLUMBING CODE

Chapter 7 of Title II of the Milpitas Municipal Code is hereby repealed in its entirety and replaced with the text below to read as follows:

Sections:**Section 1 – Adoption of the Plumbing Code****Section 1 Adoption of the Plumbing Code****II-7-1.01**

The 2022 California Plumbing Code, published and copyrighted by the International Association of Plumbing and Mechanical Officials and the California Building Standards Commission in Part 5 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The adoption includes Appendices A, B, C, D, I, and M. The 2022 California Plumbing Code shall be designated and referred to as the “Plumbing Code” for the City of Milpitas. There is one copy of said code on file in the office of the Building Official for use and examination by the public.

Chapter 10 – SWIMMING POOL AND SPA CODE

Chapter 10 of Title II of the Milpitas Municipal Code is hereby repealed in its entirety and replaced with the text below to read as follows:

Sections:**Section 1 – Adoption of the Swimming Pool and Spa Code****Section 1 Adoption of the Swimming Pool and Spa Code****II-10-1.01**

The 2021 International Swimming Pool and Spa Code, published by the International Code Council, Inc., is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2021 International Swimming Pool and Spa Code shall be designated and referred to as the “Swimming Pool and Spa Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

Chapter 14 – EXISTING BUILDING CODE

Chapter 14 of Title II of the Milpitas Municipal Code is hereby repealed in its entirety and replaced with the text below to read as follows:

Sections:**Section 1 – Adoption of the Existing Building Code****Section 1 Adoption of the Existing Building Code****II-14-1.01**

The 2022 California Existing Building Code, published and copyrighted by the International Code Council, Inc. and the California Building Standards Commission in Part 10 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The adoption includes Appendices A1, A2, A3, and A5. The 2022 California Existing Building Code shall be designated and referred to as the “Existing Building Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

Chapter 150 – HISTORICAL BUILDING CODE

Chapter 150 of Title II of the Milpitas Municipal Code is hereby repealed in its entirety and replaced with the text below to read as follows:

Sections:**Section 1 – Adoption of Historical Building Code****Section 1 Adoption of the Historical Building Code****II-150-1.01**

The 2022 California Historical Building Code, published and copyrighted by the International Code Council, Inc. and the California Building Standards Commission in Part 8 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2022 California Historical Building Code shall be designated and referred to as the “Historical Building Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

SECTION 4. EXPRESS FINDINGS

Pursuant to California Health and Safety Code Sections 17958.7 and 18941.5, the City Council hereby finds that the above amendments are necessary due to local climatic, geological or topographical conditions as set forth in **Exhibit A**.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES

Upon adoption of each new California Building Standards Code, the Ordinance adopting the previously adopted California Building Standards Code is superseded in its entirety. This Ordinance does not repeal Ordinance No. 65.148, which adopts by reference and amends the 2019 California Energy Code, Ordinance No. 65.149, which adopts by reference and amends the 2019 California Green Building Standards Code, nor Ordinance No. 113.25, which adopts by reference and amends the 2019 California Fire Code.

SECTION 6. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 7. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its final adoption by the City Council, but no sooner than January 1, 2023. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

**FINDINGS IN SUPPORT OF AMENDMENTS
TO TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS:
LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS**

Chapter 3 – BUILDING CODE

The proposed substantive amendments to the Building Code involve the following:

- (1) Automatic sprinkler systems
- (2) Roofing cover requirement for hillside areas
- (3) Special inspection exception
- (4) Foundations and foundation reinforcement
- (5) Restrict use of bracing methods

The following findings support that the above amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions:

(1) Automatic sprinkler systems

Amending the Code to remove exceptions where automatic sprinklers are not required is due to Milpitas being situated in an area of high seismic activities as indicated by the United States Geological Survey and the California Division of Mines and Geology. There is a higher level of risk for significant building damage and fire due to the higher incidence and magnitude of earthquakes in this area. Maintaining a higher level of life-safety of building occupants by providing removal of exceptions to installation of automatic fire sprinkler systems is therefore required.

(2) Roofing cover requirement for hillside areas

Amending the Code to require that the roof covering for structures in the hillside area is a minimum Class B is necessary due to the climatic conditions of the area. The hillside area has a long history of high winds, with an associated higher risk of accelerated and more significant structure damage and higher potential for related casualties.

(3) Special inspection exception

Amending the Code to require special inspection for isolated spread concrete footings of buildings of three stories or less where the structural design of the footing is based upon a specified compressive strength of concrete greater than 2,500 psi is necessary due to expansive (clay) soils and seismic activity common to this geological area.

(4) Foundations and foundation reinforcement

Amending the Code to require all new foundations for building additions to R-3 occupancies shall be of the same type of foundation system as the existing structure, unless foundation design recommendation from a soils engineer is provided, and the foundation system is designed, and plans, calculations, and specifications are prepared, stamped and signed, by a California licensed engineer or architect, is necessary due to expansive (clay) soils and seismic activity common to this geological area.

(5) Restrict use of bracing methods

Amending the Code Table 2308.6.1 with added footnotes f and g to prohibit the use of bracing methods PBS, HPS, and SFB in seismic design categories D or E, and prohibit the use of bracing methods GB, DWB and PCP in seismic design category E due to their poor performance in earthquakes. Milpitas is in seismic design category D2 with potential for frequent and more intense seismic activity

Chapter 3.5 – RESIDENTIAL CODE

The proposed substantive amendments to the Residential Code involve the following:

- (1) Roofing cover requirement for hillside areas
- (2) Restrict use of bracing methods
- (3) Foundations and foundation reinforcement

The following findings support that the above amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions:

(1) Roofing cover requirement for hillside areas

Amending the Code to require that the roof covering for structures in the hillside area is a minimum Class B is necessary due to the climatic conditions of the area. The hillside area has a long history of high winds, with an associated higher risk of accelerated and more significant structure damage and higher potential for related casualties.

(2) Restrict use of bracing methods

Amending the Code Table R602.10.3(3) and adding footnotes I and j to restrict the use of bracing methods PBS, HPS, SFB, CS-SFB, GB, DWB and PCP in Seismic Design Categories D0, D1 and D2 due to their poor performance in earthquakes. Milpitas is in seismic design category D2.

(3) Foundations and foundation reinforcement

Amending the Code to require all new foundations for building additions to R-3 occupancies shall be of the same type of foundation system as the existing structure, unless foundation design recommendation from a soils engineer is provided, and the foundation system is designed, and plans, calculations, and specifications are prepared, stamped and signed, by a California licensed engineer or architect, is necessary due to expansive (clay) soils and seismic activity common to this geological area.

Chapter 6 – ELECTRICAL CODE

The proposed substantive amendments to the Electrical Code involve the following:

- (1) Requirement for all new electrical services to be underground
- (2) Disconnects of electrical power for each building to be in a readily accessible location on the first floor
- (3) Grounding systems in new buildings shall be an electrode encased in concrete

The following findings support that the above amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions:

(1) Requirement for all new electrical services to be underground

Buildings in many areas of Milpitas are located in high wind areas and flood plains. Due to these local climatic conditions, amending the Code to provide for elimination of overhead services that are inherently less safe in the event of windstorms and floods will provide a higher level of safety.

(2) Disconnects of electrical power for each building to be in a readily accessible location on the first floor

Amending the Code provides for a quicker means of finding the location of the main power disconnects to buildings in the event of seismic events and related potential for fire and other emergencies. This is critical as Milpitas is located in an area of high seismic activities.

(3) Grounding systems in new buildings shall be an electrode encased in concrete

Amending the Code allows significantly higher assurances that the grounding of the building electrical system will not deteriorate and fail due to the acidic and expansive properties of local soils. Other types of grounding, such as rods, will be subject to deterioration in local soils, whereas an encased electrode will not be in contact with the soils.

Providing equipment grounding conductors enhances capability of keeping electrical systems grounded, which is important in high amperage electrical services common to the City of Milpitas.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Introduce Ordinance No. 113.26 Adopting by Reference with Certain Local Amendments the 2022 Edition of the California Fire Code and Set a Public Hearing for December 6, 2022 (Staff Contact: Arthur Belton, Deputy Fire Chief / Fire Marshal, 408-586-3384)
Category:	Public Safety
Meeting Date:	10/18/2022
	<u>Recommendation:</u> (1) Following the City Attorney reading aloud the title, waive the first reading beyond the title of Ordinance No. 113.26; (2) Move to introduce Ordinance No. 113.26, to be enacted as Chapter 300, Title V of the Milpitas Municipal Code; and (3) Set a public hearing for Tuesday, December 6, 2022 at 7:00 p.m. in the Milpitas City Council Chambers to consider adoption of Ordinance No. 113.26, adopting by reference with certain local amendments the 2022 Edition of the California Fire Code.

Background:

The California State Building Standards Commission adopted the 2021 International Fire Code with State Amendments, known as the 2022 Edition of the California Fire Code, which becomes effective by all local jurisdictions on January 1, 2023. For jurisdictions to maintain their current level of regulation without interruption, the code must be adopted with local amendments. As with past code adoptions, the Santa Clara County Fire Marshals Association collaborated to develop standardized amendments for use throughout the County that would maintain the existing level of regulation for the protection of public health and safety.

The proposed Ordinance includes certain findings necessary to locally amend portions of the California Fire Code. Such findings shall be based on but not limited to Health and Safety Code Sections 18941.5, as well as 17958.5 and 17958.7, relative to local climatic, geographical, or topographical conditions.

Analysis:

The California Fire Code and local amendments are typically adopted every three years. The 2019 Edition of the California Fire Code with certain local amendments was adopted by the Milpitas City Council on December 3, 2019 and became effective January 1, 2020.

The California Fire Code is Part 9 of 13 parts of the official compilation and publication of adoptions, amendment, and repeal of building regulations to the California Code of Regulations, Title 24 which is also referred to as the California Building Standards Code. The California Building Standards Code incorporates by adoption the 2021 International Fire Code of the International Code Council with necessary California Amendments.

The purpose of the California Fire Code is to establish the minimum requirements consistent with nationally recognized best practices to safeguard public health, safety and general welfare from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures, and premises, and to provide safety and assistance to fire fighters and emergency responders during emergency operations.

The provisions of the California Fire Code shall apply to the construction, alterations, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every

building or structure or any appurtenances connected or attached to such building structures throughout the State of California.

Policy Alternative(s):

Alternative 1: Do Not Adopt Certain Local Amendments for the 2022 California Fire Code

Pros: None

Cons: Not adopting certain local amendments in conjunction with the 2022 California Fire Code does not address some of the unique concerns and nuances relative to the residential, commercial, and industrial communities within the City of Milpitas.

Reason not recommended: To further save lives and preserve property, as well as ensuring the highest level of public safety for the community of Milpitas, local amendments must be addressed.

Fiscal Impact:

Section 66014 of the California Government Code as referenced in the Health & Safety Code Section 13146, as well as the 2022 California Fire Code Sections 1.11.2.1.1, and Section 106.2, allows fire departments to charge fees for permit, inspection, and enforcement activities. The recently adopted City of Milpitas Master Fee Schedule that became effective on July 1, 2022, aligns with the above Code Sections.

California Environmental Quality Act:

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

Recommendations:

1. Following the City Attorney reading aloud the title, waive the first reading beyond the title of Ordinance No. 113.26.
2. Move to introduce Ordinance No. 113.26, to be enacted as Chapter 300, Title V of the Milpitas Municipal Code.
3. Set a public hearing for Tuesday, December 6, 2022 at 7:00 p.m. in the Milpitas City Council Chambers and via teleconference/Zoom webinar to consider adoption of Ordinance No. 113.26, adopting by reference with certain local amendments the 2022 Edition of the California Fire Code.

Attachment:

Draft Ordinance No. 113.26 (Milpitas Municipal Code Title V, Chapter 300)

REGULAR

NUMBER: 113.26

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS REPEALING AND REPLACING CHAPTER 300 OF TITLE V OF THE MILPITAS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA FIRE CODE WITH SPECIFIED LOCAL AMENDMENTS

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, upon motion by _____, and was adopted (second reading) by the City Council at its meeting of _____ upon motion by Councilmember _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

RECITALS AND FINDINGS:

WHEREAS, the City Council of the City of Milpitas intends to adopt by reference into the Milpitas Municipal Code the 2022 California Fire Code; and

WHEREAS, in doing so, the City Council wishes to amend portions of the California Fire Code to better address local concerns and to be consistent with amendments made by the other jurisdictions in Santa Clara County as well as neighboring counties in the Bay Area

WHEREAS, Health and Safety Code Sections 17958.5, 17958.7, and 18941.5 require such amendments to be reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City Council hereby makes the following findings with respect to the amendments to the 2022 California Fire Code:

A. The local climatic conditions of the City of Milpitas can affect the acceleration, intensity, and size of fires. Average annual rainfall for the City of Milpitas (approximately 14.9 inches per year), and drought conditions in the State of California require water-use restrictions and may also limit access to water during emergencies. Prevailing winds from the Northwest have velocities ranging from 5-mph to 15-mph, but the region has experienced extreme winds up to 60 mph. Times of little rainfall and high winds can exacerbate and spread fires.

B. The local geological and topographical conditions of the City of Milpitas can affect the response time of emergency service providers. The San Francisco Bay area region is densely populated and located in an area of high seismic activities. In particular, the City of Milpitas is located near the San Andreas Fault zone, which is capable of producing major earthquakes. Should a significant seismic event occur, hazardous materials and gases may be leaked and expose members of the public to significant health risks. Severe seismic events could disrupt communications, damage gas mains, and cause extensive electrical hazards that may exacerbate the size and number of emergencies, and consequently hinder the Fire Department's ability to respond to emergencies effectively and in a timely manner.

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

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

The City Council finds that the above-listed findings correspond with the following amendments to the 2022 California Fire Code:

Amendment	Finding(s)
101.1	Administrative
102.3	Administrative
102.4	Administrative
102.5	Administrative
103.2	Administrative
104.10	Administrative
105.1	Administrative
105.2	Administrative
105.5-105.5.63	Administrative
105.6-105.6.25	Administrative
107.2	Administrative

108.1-108.7	Administrative
111.1-111.3	Administrative
112.1.1-112.1.8	Administrative
202	Findings A & B
316.7	Finding A
503-503.1	Finding A
503.2.1	Finding A
503.2.4	Finding B
503.7	Finding A
504.3.1	Finding A
504.5	Finding A
504.6	Finding A
505.3	Finding A
507.5.1.1	Finding A
507.5.7	Finding A
508.1-508.1.2	Finding A
508.1.6	Finding A
510.1	Finding B
510.5	Finding B
510.5.3	Finding B
605.5	Finding A
605.5.2.1.1	Finding A
606.1.1	Findings A & B
903.1.2	Findings A & B
903.2	Findings A & B
903.2.11.7	Finding B
903.3.1.1	Findings A & B
903.3.1.4	Findings A & B
903.3.5.3-903.3.5.7	Findings A & B
907.2.9.1	Findings A & B
913.7	Findings A & B
914.2.1	Findings A & B
914.3.1	Findings A & B
914.3.9-914.3.10	Findings A & B
914.4.1	Findings A & B
914.6.1	Findings A & B
914.12	Findings A & B
916.8	Findings A & B
1103.2	Findings A & B
1207.6.1-1207.6.1.2	Findings A & B
1207.6.2-1207.6.2.1.2	Findings A & B
2807.6	Findings A & B
2808.11	Findings A & B
3103.2	Findings A & B
3304.8	Findings A & B
3311.1-3311.1.1	Findings A & B
3315.1	Finding B
5001.2.2.2	Finding B
5001.5.1-5001.5.1.1	Finding B

5003.1.3.1	Finding B
5003.1.5	Finding B
5003.1.6	Finding B
5003.2.2.1-5003.2.2.2	Finding B
5003.3.1	Finding B
5003.5.2-5003.5.3	Finding B
5003.9.8	Finding B
5003.9.11	Finding B
5003.9.12	Finding B
5003.10.4.3	Finding B
5004.2.1	Findings A & B
5004.2.2	Findings A & B
5004.2.2.2	Findings A & B
5004.2.2.5	Findings A & B
5004.2.3	Findings A & B
5005.4.4	Findings A & B
5303.5.3	Finding B
5601.1.3	Findings A & B
5704.2.7.5.8-5704.2.7.5.9	Finding B
5707	Finding B
5707.3.3	Finding B
5707.3-5707.4	Finding B
5707.5.5	Finding B
5707.6.4-5707.6.7	Finding B
5809.3.4	Finding B
6004-6004.1.1.3	Finding B
6004.1.2-6004.1.14	Finding B
6004.2-6004.2.2.10.4	Finding B
6004.3-6004.3.3	Finding B
6405.3.1	Finding B
D101.1	Finding A
D103.1	Finding A
D104.1-D104.2	Finding A
D105.2	Finding A
D106.1	Findings A & B
D106.2	Findings A & B
D107.1	Findings A & B
H103, Appendix H	Finding B
H3, Appendix H	Finding B

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council hereby finds and determines that this Ordinance has been assessed in accordance with the California Environmental Quality Act (Cal. Pub. Res. Code, § 21000 et seq.) (“CEQA”) and the State CEQA Guidelines (14 Cal. Code Regs. § 15000 et seq.) and is categorically exempt from CEQA under CEQA Guidelines, § 15061(b)(3), which exempts from CEQA any project where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Adoption of the proposed Ordinance would not be an activity with potential to cause significant effect on the environment because the changes made to the California Building Standard Code within are enacted to mitigate the threats posed to public peace, health and safety from earthquakes, high winds and fire, and therefore is exempt from CEQA. Therefore, it can be seen with certainty that there is no possibility that the Ordinance in question may have a significant effect on the environment; accordingly, the Ordinance is categorically exempt from CEQA.

SECTION 3. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE V, CHAPTER 300

Chapter 300 of Title V of the Milpitas Municipal Code is hereby repealed in its entirety and replaced with the text below to read as follows:

Chapter 300

FIRE CODE

Sections:

V-300-1 Adoption of the California Fire Code, 2022 Edition

V-300-2 Amendments to the 2022 California Fire Code

V-300-1.01 Adoption of the California Fire Code, 2022 Edition

An Ordinance of the City of Milpitas adopting the 2022 edition of the *California Fire Code*, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Milpitas providing for the issuance of permits and collection of fees. That a certain document, except as herein amended, one (1) copy of which is on file in the office of the City Clerk, known as the California Fire Code, including Chapter 1, Chapter 4, and Appendices B, BB, C, CC, D, H and K as published by the International Code Council, based on the International Fire Code, 2018 Edition, is hereby adopted by reference as the Fire Code for the City of Milpitas in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions penalties, conditions and terms of said Fire Code on file in the office of the City Clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this Ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this Ordinance.

V-300-2.01 Amendments to the 2022 California Fire Code

Chapter 1, Scope and Administration, of the California Fire Code, 2022 Edition, is hereby adopted and amended as follows:

V-300-2.02

Section 101.1 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Milpitas, herein referred to as ‘this Code.’

V-300-2.03

Section 102.3 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

102.3 Changes in use or occupancy. No change shall be made in the use or occupancy of any structure that would place the structure in a different division of the same group or occupancy or in a different group of occupancies, unless such structure is made to comply with the requirements of this Code and the City of Milpitas Building Codes adopted under Title II of the Milpitas Municipal Code. Subject to the approval of the fire code official, the use or occupancy of an existing structure shall be allowed to be changed and the structure is allowed to be occupied for purposes in other groups without conforming to all of the requirements of this Code and the City of Milpitas Building Codes for those groups, provided the new or proposed use is less hazardous, based on life and fire risk, than the existing use.

V-300-2.04

Section 102.4 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

102.4 Application of Building Code. The design and construction of new structures shall comply with the City of Milpitas Building Codes adopted under Title II of the Milpitas Municipal Code, and any alterations, additions, changes in use or changes in structures required by this Code, which are within the scope of the City of Milpitas Building Codes, shall be made in accordance therewith.

V-300-2.05

Section 102.5 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

102.5 Application of Residential Code. Where structures are designed and constructed in accordance with the City of Milpitas Building Codes adopted under Title II of the Milpitas Municipal Code, the provisions of this Code shall apply as follows:

1. Construction and design provisions: Provisions of this Code pertaining to the exterior of the structure shall apply, including, but not limited to premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devise are installed, construction permits required by Section 105.7 of this Code shall also apply.
2. Administrative, operational and maintenance provisions: All such provision of this Code shall apply.

V-300-2.06

Section 103.2 of the California Fire Code, 2022 Edition, is deleted in its entirety.

V-300-2.07

Section 104.10 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

104.10 Fire Investigations. The fire code official, the fire department or other responsible authority shall have the authority to investigate the cause, origin and circumstances of any fire, explosion or other hazardous condition. Information that could be related to trade secrets or processes shall not be made part of the public record except as directed by a court of law.

The fire code official and authorized members of the fire department shall have the powers of a peace officer pursuant to Penal Code Section 830.37. Other members of the fire department, as designated by the Fire Chief, may issue citations for violations of fire-related laws and ordinances pursuant to Penal Code Section 836.5.

V-300-2.08

Section 105.1 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

105.1 General. Permits shall be in accordance with Sections 105.1.1 through 105.7.26.

V-300-2.09

Section 105.2 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

105.2 Application. Applications for a permit required by this Code shall be made to the fire code official in such form and detail as prescribed by the fire code official. Applications for permits shall be accompanied by such plans as prescribed by the fire code official. Said application shall be accompanied by a fee in the amount set by Section 106.2 of this Code.

V-300-2.10

Section 105.5 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.5.1 through 105.5.63.

V-300-2.11

Table 105.5.9 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

**TABLE 105.5.9
PERMIT AMOUNTS FOR COMPRESSED GASES¹**

TYPE OF GAS	AMOUNT (cubic feet) ²
	X 0.0283 for m ³
Carbon dioxide used in carbon dioxide enrichment systems	875 (100lb)
Carbon dioxide used in insulated liquid carbon dioxide beverage dispensing applications	875 (100lb)
Corrosive	200
Flammable (except cryogenic and liquefied petroleum gases)	200
Highly toxic	Any amount
Inert and simple asphyxiant	200
Irritant	200
Moderately toxic	20
Other health hazards	200
Oxidizing (including oxygen)	200
Pyrophoric	Any amount
Radioactive	Any amount
Sensitizer	200
Toxic	Any Amount
Unstable (reactive)	Any amount

For SI: 1 cubic foot = 0.02832m³.

1 Refer to Chapters 27, 30, 32, 35, 37, 40 and 41 for additional requirements and exceptions.

2 Cubic feet measured at normal temperature and pressure.

3 **V-300-2.12**

Tab of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

**TABLE 105.5.11
PERMIT AMOUNTS FOR CRYOGENIC FLUIDS**

TYPE OF CRYOGENIC FLUID	INSIDE BUILDING (gallons)	OUTSIDE BUILDING (gallons)
Flammable	More than 1	55
Inert	55	55
Oxidizing (includes oxygen)	10	50
Physical or health hazard not indicated above	Any Amount	Any Amount

For SI: 1 gallon = 3.785 L

V-300-2.13

Section 105.5.18 , subsections (3.), (10.) and (11.) of the California Fire Code, 2022 Edition, are amended to read as follows:

- To store, handle or use Class II or Class IIIA liquids in excess of 25 gallons (95L) in a building or in excess of 55 gallons (227 L) outside a building, except for fuel oil used in connection with oil-burning equipment.

10. To engage in the dispensing of liquid fuels into the fuel tanks of motor vehicles at commercial, industrial, governmental or manufacturing establishments in accordance with Section 5706.5.4 or to engage in on-demand mobile fueling operations in accordance with Section 5707.
11. To utilize a site for the dispensing of liquid fuels from tank vehicle into the fuel tanks of motor vehicles, marine craft and other special equipment at commercial, industrial, governmental or manufacturing establishments in accordance with Section 5706.5.4 or to utilize a site for on-demand mobile fueling operations in accordance with Section 5707.

V-300-2.14

Table 105.5.22 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

TABLE 105.5.22
PERMIT AMOUNTS FOR HAZARDOUS MATERIALS

TYPE OF MATERIAL	AMOUNT
Carcinogens	10 pounds
Combustible liquids	
Inside	25 gallons
Outside	55 gallons
Corrosive materials:	
Gases	See Table 105.5.9
Liquids	55 gallons
Solids	500 pounds
Cryogenics	See Table 105.5.11
Explosive materials	Any Amount
Flammable materials:	
Gases	See Table 105.5.9
Liquids	See Section 105.5.18
Solids	10 pounds
Highly toxic materials:	
Gases	Any amount
Liquids	Any amount
Solids	Any amount
Moderately toxic gas	20 cubic feet
Organic peroxides:	
Liquids: Class I-II	Any Amount
Liquids: Class III	1 gallon
Liquids: Class IV	2 gallons
Liquids: Class V	No Permit Required
Solids: Class I-II	Any Amount
Solids: Class III	10 pounds
Solids: Class IV	20 pounds
Solids: Class V	No Permit Required
Oxidizing materials:	
Gases	See Table 105.5.9
Liquids: Class 4	Any amount
Liquids: Class 3	1 gallon
Liquids: Class 2	10 gallons
Liquids: Class 1	55 gallons
Solids: Class 4	Any amount
Solids: Class 3	10 pounds
Solids: Class 2	100 pounds
Solids: Class 1	500 pounds

TYPE OF MATERIAL	AMOUNT
Other health hazards and Class IIIB Combustible Liquids: Liquids Solids	55 gallons 500 pounds
Pyrophoric materials: Gases Liquids Solids	Any amount Any amount Any amount
Radioactive materials: Gases Liquids Solids	Any Amount See Section 105.5.61 See Section 105.5.61
Toxic materials: Gases Liquids Solids	Any amount 10 gallons 100 pounds
Unstable (reactive) materials: Liquids Class 4 & 3 Class 2 Class 1 Solids Class 4 & 3 Class 2 Class 1	Any Amount 5 gallons 10 gallons Any Amount 50 pounds 100 pounds
Water-reactive materials: Liquids Class 3 Class 2 Class 1 Solids Class 3 Class 2 Class 1	Any amount 5 gallons 55 gallons Any Amount 50 pounds 500 pounds

For SI: 1 gallon = 3.785 L, 1 pound = 0.454kg.

V-300-2.15

Section 105.5.49 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

105.5.49 Temporary membrane structures, tents and canopies. An operational permit is required to operate an air-supported temporary membrane structure or a tent having an area in excess of 200 square feet (19 m²), or a canopy in excess of 400 square feet (37 m²). Smaller tents or canopies set side by side are considered as one, unless separated from each other by 10 feet on all sides.

Exceptions:

1. Tents used exclusively for recreational camping purposes.

V-300-2.16

Section 105.5.55 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

105.5.55 B Occupancy restaurants. An operational permit is required to operate a B Occupancy restaurant.

V-300-2.17

Section 105.5.57 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

105.5.57 Day care facility. An operational permit is required to operate a large family day care home facility, a Group E day care facility or a Group I-4 day care facility.

V-300-2.18

Section 105.5.58 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

105.5.58 Emergency responders radio coverage system. An operational permit is required to operate an emergency responders radio coverage system in accordance with Section 510.

V-300-2.19

Section 105.5.59 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

105.5.59 On-demand mobile fueling operations. An operational permit is required to conduct on-demand mobile fueling operations. An independent permit is required for the site and the vendor/mobile fuel operator.

V-300-2.20

Section 105.5.60 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

105.5.60 Private School. An operational permit is required to operate a private school Occupancy Group E or a heritage school (CA Education Code Section 33195.4).

V-300-2.21

Section 105.5.61 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

105.5.61 Radioactive materials. To store or handle at any installation more than one microcurie (37,000 becquerel) of radioactive material not contained in a sealed source or more than 1 millicurie (37,000,000 becquerel) of radioactive material in a sealed source or sources, or any amount of radioactive material for which a specific license(s) from the Nuclear Regulatory Commission is required.

V-300-2.22

Section 105.5.62 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

105.5.62 Water base fire protection systems. An operational permit is required to conduct inspections, testing and maintenance of a water base fire protection system in conformance with the CA Code of Regulations, Title 19, Division 1, Chapter 5.

V-300-2.23

Section 105.5.63 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

105.5.63 Woodworking. An operational permit is required to conduct woodworking operations involving mass production or involving more than one of each type of machine, or where machines are used continuously (as opposed to intermittently) or substantial products of sawdust may be a problem.

V-300-2.24

Section 105.6 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

105.6 Required construction permits. The fire code official is authorized to issue construction permits for work as set forth in Sections 105.6.1 through 105.6.25.

V-300-2.2.25

Section 105.6.3 of the California Fire Code, 2022 Edition, is amended to read as follows:

105.6.3 Cryogenic fluids. A construction permit is required for the installation of or alteration to stationary cryogenic fluid storage systems where the system capacity exceeds the amounts listed in Table 105.5.11. Maintenance performed in accordance with this Code is not considered to be an alteration and does not require a construction permit.

V-300-2.26

Section 105.6.24 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

105.6.24 Temporary membrane structures, tents and canopies. A construction permit is required to erect an air-supported temporary membrane structure or a tent having an area in excess of 200 square feet (19 m²), or a canopy in excess of 400 square feet (37 m²). Smaller tents or canopies set side by side are considered as one, unless separated from each other by 10 feet on all sides.

Exceptions:

1. Tents used exclusively for recreational camping purposes

V-300-2.27

Section 105.6.25 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

105.6.25 Other building permits. The Building Department shall transmit to the Fire Department a copy of each plan submitted for construction, alteration, or change of use or occupancy for all occupancy classifications for review and approval for conformance to the fire code of the City of Milpitas. The fee for each permit shall be as set by Section 107.2 of this Code.

V-300-2.28

Section 106.1.1 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

106.1.1 Electronic documents. The fire code official may require electronic base documents for all construction documents, operational permits, and/or modified drawings for the need of Fire Department inspections and/or operations. The fire code official shall designate the software base format for the electronic documents.

V-300-2.29

Section 107.2 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

107.2 Schedule of permit fees. The fee for each permit shall be as set forth by resolution of the City of Milpitas City Council. The City Council may establish fees sufficient to recover its costs in administering this Code and no permit shall be issued until such fees have been paid. For work not disclosed in the fee schedule set by Council, the fire code official has the right to assess the necessary fees to recover the Fire Department's cost.

Operational Permits. All fees for annual operational fire permits under the provision of Section 105.5 of this Chapter shall be due and payable at the time of commencement of occupancy and said permit shall expire by December 31 of the same year. Fees for the renewal of such permit(s) shall be due and payable upon the expiration of the prior permit. No permit fee hereunder shall be refundable by reason of the cessation of occupancy during the permit period. Every annual permit fee that is not paid within a period of thirty (30) days from the time the same become due is hereby declared to be delinquent, and a penalty of 100% shall be added to say fee.

V-300-2.30

Section 108.1 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

108.1 Inspection authority. The fire code official is authorized to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the fire code official for the purposes of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, result in

an unauthorized discharge of hazardous materials, or any violation of this Code or any other law or standard affecting fire and life safety. The fee for each inspection shall be as set forth by resolution of the City Council. The City may establish fees sufficient to recover its costs in administering this Chapter.

V-300-2.31

Section 108.5 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

108.5 Documents. Any person or party who prevents or attempts to prevent any fire code official from examining any relevant books or records in the conduct of his or her official duties under this Code shall be in violation of this Code.

V-300-2.32

Section 108.6 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

108.6 Evidence. Any person or party who prevents or interferes with the preservation of evidence of any violation of any of the provisions of this Code or of the rules and regulations promulgated pursuant to this Code or any other Federal, State, or local law, rule, or regulation shall be in violation of this Code.

V-300-2.33

Section 108.7 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

108.7 Interference. Any person or party who willfully prevents, interferes with, or attempts to hinder in any way the work of the fire code official in the lawful enforcement of any provision of this Code, or fails to promptly permit entry for the purpose of inspection and examination pursuant to this Code shall be in violation of this Code.

V-300-2.34

Section 111.1 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

111.1 Appeals. Whenever the Fire Chief or his or her designee disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of this Code do not apply or that the true intent and meaning of this Code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Fire Chief to the City Council or designee within ten (10) calendar days from the date of the decision appealed. Appeals shall be carried out pursuant to the provisions of Section 5 Appeals to Council of Chapter 20 Standard Procedures of Title I of the Milpitas Municipal Code. An appeal shall stay all proceedings in furtherance of the act or decision appealed unless the Fire Chief or his or her designee whose act is appealed shall certify in writing that a stay would, in his or her opinion, cause peril to life or property. Said certificate shall contain a detailed statement of the facts of which said peril arises and of the reasons for said opinion. The decision of the City Council or designee shall be final.

V-300-2.35

Section 111.2 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

111.2 Limitations on authority. An application for appeal shall be based on a claim that the intent of this Code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equivalent method of protection or safety is proposed.

V-300-2.36

Section 111.3 of the California Fire Code, 2022 Edition, is deleted in its entirety.

111.3 Qualifications. This section is deleted.

V-300-2.37

Section 112.1.1 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

112.1.1 Abatement of fire and life safety hazards by fire code official. If any person fails to comply with the orders of the fire code official, or if the fire code official is unable to locate the owner, operator, occupant or other person responsible

within a reasonable time, the fire code official or any authorized representative may take such steps as are necessary to abate the hazard for the protection of the public safety. In no event is notice necessary before abatement, when the hazard is a clear and present danger to the public welfare. All costs related to such abatement shall become a lien or special assessment on the subject property.

V-300-2.38

Section 112.1.2 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

112.1.2 Criminal or civil penalty for violation; payment of funds to account. Pursuant to the City's prosecutorial discretion, the City may enforce violations of the provisions of this Code in any manner authorized by this section or by any other law, including but not limited to issuance of criminal citations, referral to the District Attorney, referral to the City Attorney, referral to other appropriate agencies, administrative actions and civil actions.

V-300-2.39

Section 112.1.3 hereby added to the California Fire Code, 2022 Edition, to read as follows:

112.1.3 Misdemeanors – continuing violations. Any person who violates any of the provisions of this Code, any of the provisions of any written authority of the City Manager or his or her duly authorized agents and representatives or any provision of any permit issued pursuant to this Code shall be guilty of an infraction/misdemeanor. Each and every day, or any part thereof, during which any such violation is committed, continued or allowed shall be a separate offense. Penalties for violations shall be as set forth by resolution of the City Council.

V-300-2.40

Section 112.1.4 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

112.1.4 Prosecution. Every violation of this Code shall be a misdemeanor; provided, however, that where the City Attorney or his or her duly authorized agents has determined that such action would be in the best interest of justice, the City Attorney may specify in the accusatory pleading, citation or amendment thereto that the violation shall be prosecuted as an infraction.

V-300-2.41

Section 112.1.5 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

112.1.5 Penalty for infraction. Each and every violation of this Code, which is deemed an infraction, is punishable by:

- (1) A fine not exceeding one hundred dollars (\$100.00) for the first violation;
- (2) A fine not exceeding two hundred dollars (\$200.00) for the second violation of the same provision within one-year period; or,
- (3) A fine not exceeding five hundred dollars (\$500.00) for each additional violation, after the second, of the same provision of this Chapter within a one-year period of the first violation.

V-300-2.42

Section 112.1.6 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

112.1.6 Penalty for misdemeanor. Each and every violation of this Code, which is deemed a misdemeanor, is punishable by a penalty of not more than one thousand dollars (\$1,000.00) or by imprisonment in the City or County jail for a period not exceeding six (6) months, or, by both penalty and imprisonment.

V-300-2.43

Section 112.1.7 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

112.1.7 Enforcement authority. The following designated employee positions may enforce the provisions of this Code by issuance of citations. Peace officers and persons employed in such positions are authorized to exercise the authority

provided in Penal Code Section 836.5 and are authorized to issue citations for violations of this Code. The designated employee positions are: the City Manager or his or her duly authorized agents and representatives.

V-300-2.44

Section 112.1.8 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

112.1.8 Civil penalties. Any person who intentionally, accidentally or negligently violates any provision of this Code, any written authority of the City Manager or his or her duly authorized agents and representatives, or any provision of any permit issued pursuant to this Code may be civilly liable to the City in the sum of not less than one hundred dollars (\$100.00) but not to exceed one thousand dollars (\$1,000.00) per day for each day in which such violation occurs or continues. The City may petition the municipal or superior court to impose, assess, and recover such sums. The civil penalty provided in this Section excludes inspection costs and abatement costs, is cumulative and not exclusive, and shall be in addition to all other remedies available to the City under state and federal law and local ordinances. Funds collected pursuant to this Section shall be paid to the City's Fire Prevention account, which shall be a holding account to be used solely for Fire Code enforcement, fire prevention and hazardous materials training, and for the purchase of equipment as needed for the performance of the fire code official duties.

V-300-2.45

Section 202 of the California Fire Code, 2022 Edition, is amended by adding the following definitions:

CARCINOGEN is a substance that causes the development of cancerous growths in living tissue. A chemical is considered a carcinogen if:

1. It has been evaluated by the International Agency for Research on Cancer and found to be a carcinogen or potential carcinogen,
2. It is listed as a carcinogen or potential carcinogen in the latest edition of the Annual Report on Carcinogens published by the National Toxicology program, or
3. It is regulated by OSHA as a carcinogen.

CORROSIVE LIQUID. Corrosive liquid is:

1. any liquid which, when in contact with living tissue, will cause destruction or irreversible alteration of such tissue by chemical action; or
2. any liquid having a pH of 2 or less or 12.5 or more; or
3. any liquid classified as corrosive by the U.S. Department of Transportation; or
4. any material exhibiting the characteristics of corrosivity in accordance with Title 22, California Code of Regulations §66261.22.

DEVICE is an appliance or piece of equipment that plays an active part in the proper functioning of the regulated systems. Examples include, but are not limited to the following: smoke detectors, heat detectors, flame detectors, manual pull stations, horns, alarms, bells, warning lights, hydrants, risers, FDCs, standpipes, strobes, control panels, transponders, and other such equipment used to detect, transmit, initiate, annunciate, alarm, or respond according to the system design criteria.

LARGE-SCALE FIRE TESTING. Testing a representative energy storage system that induces a significant fire into the device under test and evaluates whether the fire will spread to adjacent energy storage system units, surrounding equipment, or through an adjacent fire-resistance-rated barrier.

MAXIMUM THRESHOLD QUANTITY (MAX TQ). Maximum Threshold Quantity (Max TQ) is the maximum quantity of a moderately toxic or toxic gas, which may be stored in a single vessel before a more stringent category of regulation is applied.

MINIMUM THRESHOLD QUANTITY. Minimum threshold quantity is the aggregate quantity of highly toxic, toxic or moderately toxic gas in a control area which, due to the minimum aggregate quantities, need only comply with the requirements set forth in Section 6004.1.

MODERATELY TOXIC GAS. A chemical or substance that has a median lethal concentration (LC50) in air more than 2000 parts per million but not more than 5000 parts per million by volume of gas or vapor, when administered by continuous inhalation for an hour, or less if death occurs within one hour, to albino rats weighing between 200 and 300 grams each.

OTHER HEALTH HAZARD MATERIAL is a material which is an irritant, sensitizer, or carcinogen or a material which affects target organs of the body, including but not limited to, those materials which produce liver damage, kidney damage, damage to the nervous system, act on the blood to decrease hemoglobin function, deprive the body tissue of oxygen or affect reproductive capabilities, including mutations (chromosomal damage) or teratogens (effect on fetuses).

SECONDARY CONTAINMENT. Secondary containment is that level of containment that is external to and separate from primary containment and is capable of safely and securely containing the material, without discharge, for a period of time reasonably necessary to ensure detection and remedy of the primary containment failure.

SENSITIZER is a chemical that causes a substantial proportion of exposed people or animals to develop an allergic reaction in normal tissue after repeated exposure to the chemical.

SPILL CONTROL. That level of containment that is external to and separate from the primary containment and is capable of safely and securely containing the contents of the largest container and prevents the materials from spreading to other parts of the room.

TEMPORARY shall not exceed one year.

WORKSTATION is a defined space or independent principal piece of equipment using hazardous materials with a hazard rating of 3 or 4 in accordance with NFPA 704 where a specific function, laboratory procedure or research activity occurs. Approved or listed hazardous materials storage cabinets, flammable liquid storage cabinets or gas cabinets serving a workstation are included as part of the workstation. A workstation is allowed to contain ventilation equipment, fire protection devices, electrical devices, and other processing and scientific equipment.

V-300-2.46

Section 316.7 is hereby added to the California Fire Code, 2022 Edition, as follows:

316.7 Roof guardrails at interior courts. Roof openings into interior courts that are bounded on all sides by building walls shall be protected with guardrails. The top of the guardrail shall not be less than 42 inches in height above the adjacent roof surface that can be walked on. Intermediate rails shall be designed and spaced such that a 12-inch diameter sphere cannot pass through.

Exception: Where the roof opening is greater than 600 square feet in area.

V-300-2.47

Section 503 of the California Fire Code, 2022 Edition is adopted and Section 503.1 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.7, Appendix D of this Code, and or as directed by the fire code official.

V-300-2.48

Section 503.2.1 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm) or as required by Appendix D, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of 13 feet 6 inches (4115 mm).

Exception: When there are not more than two Group R, Division 3 or Group U occupancies less than 3 stories, the access road width may be modified by the fire code official.

V-300-2.49

Section 503.2.4 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be a minimum of 28 feet (8534.4 mm) inside, and a minimum of 48 feet 6 inches (14782.8 mm) outside.

V-300-2.50

Section 503.6 the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200. The minimum width for commercial applications is 20 feet (6096 mm) , and 14 feet (4268 mm) for single-family dwellings.

V-300-2.51

Section 503.7 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

503.7 Adjacent access. No source of access from lands adjoining a property to be developed shall be considered fire apparatus access roads, unless there is obtained the irrevocable and unobstructed rights and recorded as an ingress/egress access easement with the Country of Santa Clara.

V-300-2.52

Section 504.3.1 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

504.3.1 Number of stairways. The fire code official shall determine the required number and location of stairway(s) to the roof.

V-300-2.53

Section 504.5 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

504.5 Enclosed courts. Buildings with enclosed courts shall be provided with readily accessible access for fire department personnel to bring in a 36 feet long ground ladder into the court. The access height and width shall be large enough to accommodate the ladder and the personnel carrying the ladder.

V-300-2.54

Section 504.6 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

504.6 Access Control Devices. When access control devices including bars, grates, gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department emergency access to the building, are installed, such devices shall be approved by the fire code official. All access control devices shall be provided with an approved means for deactivation or unlocking by the fire department. Access control devices shall also comply with Chapter 10 Egress.

V-300-2.55

Section 505.3 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

505.3 Address illumination. All required address numbers shall be provided with illumination.

V-300-2.56

Section 507.5.1.1 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

507.5.1.1 Hydrant for automatic fire sprinkler and or standpipe systems. Buildings equipped with an automatic fire sprinkler system and or a standpipe system installed in accordance with Sections 903 and or 905 shall have a fire hydrant within 50 feet of the fire department connections.

Exception: The distance shall be permitted to exceed 50 feet (30 m) where approved by the fire code official.

V-300-2.57

Section 507.5.7 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

507.5.7 Private hydrants. Private hydrants shall have the bottom 6 inches of the hydrant painted, with a weather resistive paint, white in color.

V-300-2.58

Section 508.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

508.1 General. Where required by other sections of this Code and in all R-1 buildings with more than 200 rooms, R-2 buildings with more than 100 dwellings, and buildings classified as high-rise buildings by the California Building Code and Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and shall comply with Sections 508.1.1 through 508.1.7.

V-300-2.59

Section 508.1.2 of the California Fire Code, 2022 Edition, is amended to read as follows:

508.1.2 Separation. The fire command center shall be separated from the remainder of the building by not less than a 2-hour fire barrier constructed in accordance with Section 707 of the California Building Code or horizontal assembly constructed in accordance with Section 711 of the California Building Code, or both.

V-300-2.60

Section 508.1.6 of the California Fire Code, 2022 Edition, is amended by adding the following:

- 20. A locking key box, approved by the fire code official, large enough for ten (10) sets of master keys.
- 21. Ten (10) sets of master keys for the building.
- 22. A complete set of architectural, electrical, mechanical and plumbing plans for the building.

V-300-2.61

Section 510.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

510.1 Emergency responder radio coverage in new buildings. Approved radio coverage for emergency responders shall be provided within all buildings meeting any one of the following conditions:

- 1. There are more than 3 stories above grade plane (as defined by the Building Code Section 202);
- 2. The total building area is 30,000 square feet or more;
- 3. The total basement area is 5,000 square feet or more;

4. Where required by the fire code official and radio coverage signal strength levels are not consistent with the minimum levels set forth in Section 510.4.1

Exceptions:

1. Where approved by the fire code official, a wired communication system in accordance with Section 907.2.12.2 shall be permitted to be installed or maintained in lieu of an approved radio coverage system.
2. Where it is determined by the fire code official that the radio coverage system is not needed.
3. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder radio coverage system.
4. Buildings and areas of buildings that have minimum radio coverage signal strength levels of the Silicon Valley Regional Interoperability Authority (SVRIA) P25 Phase 2 700 MHz Digital Trunked Radio System within the building in accordance with Section 510.4.1 without the use of an indoor radio coverage system.

The radio coverage system shall be installed and maintained in accordance with Sections 510.4 through 510.6.4 of this Code and with the applicable provisions of NFPA 1221, Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems.

The coverage shall be based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems.

V-300-2.62

Section 510.4 of the California Fire Code, 2019 Edition, is amended to read as follows:

510.4 Technical requirements. Systems, components, and equipment required to provide emergency responder radio coverage systems shall comply with the current Emergency Responders Radio Coverage Systems Standard Details and Specifications enforced by the Milpitas Fire Department.

V-300-2.63

Section 510.5 of the California Fire Code, 2022 Edition, is amended to read as follows:

510.5 Installation requirements. The installation of the emergency responder radio coverage system shall be in accordance with NFPA 1221 and the current Emergency Responder Radio Coverage Systems Standard Details and Specification enforced by the Milpitas Fire Department.

V-300-2.64

Section 510.5.3 first paragraph of the California Fire Code, 2022 Edition, is amended to read as follows:

510.5.3 Acceptance test procedure and system certification. Where an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on each floor of the building is not less than 95 percent. Final system acceptance will require ERRCS power level and DAQ testing with agency FCC license holder, systems administrators, or designee. The test procedure shall be conducted in accordance with NFPA 1221 and the current Emergency Responder Radio Coverage System Standard Details and Specification enforced by the Milpitas Fire Department.

V-300-2.65

Section 605.54 of the California Fire Code, 2022 Edition, is amended to read as follows:

605.5 Portable unvented heaters. Portable unvented fuel-fired heating equipment shall be prohibited in occupancies in Groups A, B, E, I, R-1, R-2, R2.1, R2.2, R-3, R3.1 and R-4 and ambulatory care facilities.

Exceptions:

1. Portable unvented fuel-fired heaters listed in accordance with UL 647 are permitted to be used in one and two-family dwellings, where operated and maintained in accordance with the manufacturer's instructions.
2. Portable outdoor gas-fired heating appliances in accordance with Section 605.5.2.

V-300-2.66

Section 605.5.2.1.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

605.5.2.1.1 Prohibited locations. The storage or use of portable outdoor gas-fired heating appliances is prohibited in any of the following locations:

1. Inside of any occupancy where connected to the fuel gas container.
2. Inside of tents, canopies and membrane structures.
3. On exterior balconies, and rooftops.

V-300-2.67

Section 606.1.1 hereby added to the California Fire Code, 2022 Edition, to read as follows:

606.1.1 New elevators. All new passenger service elevators shall meet the medical service elevator requirements in the California Building Code, 2022 Edition, Chapter 30.

V-300-2.68

Section 903.1.2 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

903.1.2 Fire Walls and Fire Barriers. Fire walls and fire barriers shall not be considered to create separate buildings for the purpose of automatic fire sprinkler requirements as set forth in Chapter 9 of this Code.

Exception: Buildings separated by continuous fire wall of 4-hour fire resistive construction without openings or penetrations. Buildings required to have automatic fire sprinkler protection as set forth in Section 13113 of Health and Safety Code are prohibited from using fire walls in lieu of automatic fire sprinkler protection.

V-300-2.69

Section 903.2 of the California Fire Code, 2022 Edition, is amended to read as follows:

903.2 Where Required. Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in this Section or per the requirements set forth in Sections 903.2.1 through 903.2.20, whichever is the more restrictive:

1. In other than residential buildings which require the installation of fire sprinkler for all new buildings according to the California Residential Code, an automatic sprinkler system shall be provided throughout all new buildings and structures greater than 1,000 square feet of building area.

Exception: Group S-2 or U occupancies used exclusively for vehicle parking and which meet all of the following:

- a. Noncombustible construction.
- b. Maximum building area not to exceed 5,000 square feet. Structures with less than 10' horizontal separation are considered as one.

- c. Structure is open on three (3) or more side.
 - d. Minimum of 10 feet separation from existing buildings unless area is separated by fire walls complying with California Building Code.
2. An automatic fire sprinkler system shall be provided throughout existing Group A, B, E, F, L, M, S and U buildings and structures, when additions are made that increase the building area to more than 3,600 square feet or that create conditions described in Sections 903.2.1 through 903.2.2018.
 3. An automatic sprinkler system shall be provided throughout existing Group R occupancies when additions are made that increase the building area to more than 3,600 square feet, or when the Building Department determines that the home needs to comply with the current CA Building Codes due to extensive remodel/renovation.

Exception: Additions where all of the following are met:

- a. Building addition does not exceed 500 square feet.
 - b. The resultant structure meets all water supply requirements of Chapter 5 and Appendix B of the 2022 California Fire Code.
4. Any change in the character of occupancy or in use of any building with a building area equal to or greater than 3,600 square feet which, in the opinion of the fire code official or building official, would place the building into a more hazardous division of the same occupancy group or into a different group of occupancies and constitutes a greater degree of life safety¹ or increased fire risk², shall require the installation of an approved fire automatic fire sprinkler system.
 1. Life Safety – Increased occupant load, public assembly areas, public meeting areas, churches, indoor amusement attractions, buildings with complex exiting systems due to increased occupant loads, large schools/day-care facilities, large residential care facilities with non-ambulatory
 2. Fire Risks – High-piled combustible storage, woodworking operations, hazardous operations using hazardous materials, increased fuel loads (storage of moderate to highly combustible materials), increased sources of ignition (welding, automotive repair with the use of flammable liquids and open flames).

V-300-2.70

Section 903.2.11.7 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

903.2.11.7 Chemical Fume Hood Fire Protection.

NFPA 45, section 7.10.1 approved automatic fire extinguishing systems shall be provided in chemical fume hoods in the following cases:

3. Existing hoods having interiors with a flame spread index greater than 25 in which flammable liquids are handled
4. If a hazard assessment determines that an automatic extinguishing system is required for the chemical fume hood, then the applicable automatic fire protection system standard shall be followed.

V-300-2.71

Section 903.3.1.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

903.3.1.1 NFPA 13 sprinkler systems. Where the provisions of this Code require that a building or portion thereof be equipped throughout with an automatic sprinkler system in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 as amended in Chapter 80 except as provided in Section 903.3.1.1.1 and 903.3.1.1.2.

For a new building having no designated use or tenant, the minimum sprinkler design density shall be Ordinary Hazard Group 2. Where future use or tenant is determined to require a higher density, the sprinkler system shall be augmented to meet the higher density.

V-300-2.72

Section 903.3.1.4 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

903.3.1.4 One sprinkler design. One sprinkler head design shall not be permitted.

V-300-2.73

Section 903.3.5.3 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

903.3.5.3. Riser location. The fire sprinkler system riser shall not be located within electrical rooms or storage closets and shall be provided with clear access and working clearance. The fire sprinkler system riser location shall be approved by the fire code official.

V-300-2.74

Section 903.3.5.4 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

903.3.5.4 Number of water supplies. For buildings and or structures over 200,000 square feet, the fire code official may require more than one source of water supply.

V-300-2.75

Section 903.3.5.5 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

903.3.5.5 Sprinkler riser system. The sprinkler riser system shall be a manifold type system and shall meet the design requirements of the NFPA 13 Standards.

V-300-2.76

Section 903.3.5.6 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

903.3.5.6 Water supply safety margin. Hydraulic design for the automatic fire sprinkler system shall provide a minimum of 20% safety margin.

Exception: The fire code official may grant a reduction in the required safety margin for existing buildings but not less than 10%.

V-300-2.77

Section 903.3.5.7 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

903.3.5.7 Sprinkler pipe velocity. The automatic fire sprinkler system shall be designed to a maximum 20 feet per second water flow.

Exception: The fire code official may grant higher water velocity for existing buildings when supported by mechanical engineering design done by a California registered engineer.

V-300-2.78

Section 907.2.9.1 of the California Fire Code, 2016 Edition, is amended to delete the following:

907.2.9.1 Manual fire alarm system. Exception 3. is deleted.

V-300-2.79

Section 913.7 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

913.7 Fire Pump standby power. Power supply from local utility provider is not considered a reliable source of power. Standby power is required for electrical or natural gas fire pumps.

V-300-2.80

Section 914.2.1 of the California Fire Code, 2022 Edition, is amended to delete the exception:

914.2.1 Automatic sprinkler systems exception is deleted.

V-300-2.81

Section 914.3.1 of the California Fire Code, 2022 Edition, is amended to delete the exception:

914.3.1 Automatic sprinkler systems exception is deleted.

V-300-2.82

Section 914.3.9 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

914.3.9 Anchor devices. Anchor repelling devices meeting the Fire department requirements shall be placed on the roof for Fire department use.

V-300-2.83

Section 914.3.10 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

914.3.10 Helicopter pad. High-rise buildings greater than 150' in height (above the lowest level of Fire department access) may be required to provide a helicopter pad, which meets the requirements of the Fire department.

V-300-2.84

Section 914.4.1 of the California Fire Code, 2022 Edition, is amended to delete the exceptions:

914.4.1 Automatic sprinkler systems exceptions 1 and 2 are deleted.

V-300-2.85

Section 914.6.1 of the California Fire Code, 2022 Edition, is amended to delete the exceptions:

914.6.1 Automatic Sprinkler Systems exceptions 1 and 2 are deleted.

V-300-2.86

Section 914.12 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

914.12 Special Provisions For Group B office Buildings and Group R Division 1 and 2 Occupancies. All Group B office buildings and Group R, Division 1 & 2 Occupancies, each having floor used for human occupancy located more than 60 feet above the lowest level of Fire Department vehicle access, or more than 4 stories in height shall provide the following:

1. Equipment cache rooms shall be located on the 1st floor above the ground floor, and every other floor thereafter, or as directed by the fire code official.
 - a. Cache rooms shall be located and accessible from within the rated stair enclosures.
 - b. Prior to the purchase of the fire department cache room equipment and or materials a complete list of the equipment and or materials with all necessary cut-sheets shall be submitted to the fire department for review and approval.
 - c. Due to operational needs, the fire code official reserves the right to make changes to the required equipment and or materials listed under item 2 below.
2. Each equipment storage room size should be a minimum of 4' deep, full height (8' to 9'), with a door the minimum width of 43". A roll-up door can be used provided it has a 43" minimum width and unobstructed access. It shall have a power outlet to provide electricity, a light (connected to a 'timer'), be sprinklered, and be locked with a

‘break-away’ type lock. Fixed shelving¹ shall be provided in a configuration approved by the fire agency to store items that may include, but not be limited to:

Item	ITEM DESCRIPTION	PART NUMBER	PER ROOM
1)a	2.5 Inch Hose Pack Straps	Turning Out Solutions	24
1)b	2.5X50 Foot Durabuilt Hose	DB25X50YEN NAFH	8
1)c	Straight Tip 1-1/8 X 1.5 NH	FSS10TFT	2
1)d	Ball Valve 2.5 Female X 1.5 Male	J140F	2
1)e	Universal Spanner Wrench	00100001 AKR	2
1)f	Gated Wye	AYNJNF TFT	2
1)g	2 1/2 x 1 1/2 reducer	3725N15N	2
2)a	50' banded hose roll	DF817X50R15NH NAFH	2
2)b	Red Hose Ret. Bands	HRRBARC	2
3)	15' Stinger length hose	DF3X15Y25NH NAFH	2
4)	Halligan Style Tool	HAL1P36	1
5)a	Pick head axe	6PH36W	1
5)b	Flat head axe	6FH32W	1
6)	Attic ladder	10102LG LITTLE GIANT	1
7)	Ames Wrecking bar	75036	1
8)	Open door industries stops	WIY ODI	24
9)	Salvage Cover	14VSC1214GR GOS	4
10)	Spare Sprinkler heads (3) each type per bldg	To be Determined	3
11)	Sprinkler wrench	To be Determined	1
12)	Push cart for SCBA cylinders	MBR16 GROVES	1
13)	McGuire Diaper	RICTARP MCGUIRE	1
14)	Evacuation Chair	6252 STRYKER	2
15)	Red Webbing	200103 CMC	4
16)	D lock Carabiner	300221 CMC	2
17)	Wagan LED Flare	WAGAN EL2639-3 FRED	2
18)	Cable Cutter	UPB41 BEN NAW	1
19)	18 Inch Pipe Wrench	5862074118 Irwin	1
20)	30 Degree Elbow Adapter 2.5'	E253025N25N	4
21)	Encased Line Gauge 2.5 Redhead	155225N RH	2
22)	Speed Swivel	480-NST	1
23)	Adapter 1.5NHFRLX2.5NHM	3715N25N	2
24)	16" Large Mouth Tool Bag	67126-02 HUSKY	2
25)	Polytac Flashlight	88853 STRMLIT	2

NOTE: Equipment may be subject to change pending current operations usage.

¹ Shelving shall be every 16" after ladder placement is determined.

3. Equipment maintenance, inspections, replacement and or equipment update and required certification(s) shall be the responsibility of the building owner and or owner's association.

*The fire code official may require an air bottle filling system shall have the fill access port located at a reasonable distance from each structure that takes into account debris fall out & collapse zones. A 'monument-type' fill station port should be located near a public roadway, not adjacent to the structure. The underground piping system, designed and installed with stainless steel welded fittings and piping, should terminate at this monument. A weather tight access panel with Knox-box key entry should also be provided. The storage system should be designed to provide enough air @ 4500 psi for up to fifty 45-minute bottles, prior to augmentation by an outside air source.

V-300-2.87

Section 916.8 of the California Fire Code, 2022 Edition, is amended to read as follows:

916.8 System activation. A gas detection alarm shall be initiated where any sensor detects a concentration of gas exceeding the following thresholds:

1. For flammable gases, a gas concentration exceeding 25 percent of the lower flammability limit (LFL).
2. For nonflammable gases, a gas concentration exceeding one-half of the 1DLH, unless a different threshold is specified by the section of this code requiring a gas detection system.

Upon activation of a gas detection alarm, alarm signals or other required responses shall be as specified by the section of this code requiring a gas detection system. Audible and visible alarm signals associated with a gas detection alarm shall be distinct from fire alarm and carbon monoxide alarm signals.

The audible alarm signals shall be in accordance with 907.5.2.1.1 and 907.5.2.1.2. The visual alarm notification appliances shall be in accordance with 907.5.2.3.

V-300-2.88

Section 1103.2 of the California Fire Code, 2022 Edition, is hereby adopted.

V-300-2.89

Section 1207.6.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

1207.6.1 Exhaust ventilation. Where required by Table 1207.6 or elsewhere in this code, exhaust ventilation of rooms, areas and walk-in units containing electrochemical ESS shall be provided in accordance with the California Mechanical Code, Sections 1207.6.1.1 or 1207.6.1.2, and 1207.6.1.3.:

1207.6.1.1 Ventilation based on LFL. The exhaust ventilation system shall be designed to limit the maximum concentration or flammable gas to 25 percent of the lower flammable limit (LFL) of the total volume of the room, area, or walk-in unit during the worst-case event of simultaneous charging of batteries at the maximum charge rate, in accordance with nationally recognized standards.

1207.6.1.2 Ventilation based on exhaust rate. Continuous ventilation shall be provided at a rate of not less than 1 cubic foot per minute (cfm) per square foot [$0.00508 \text{ m}^3 / (\text{s} \cdot \text{m}^2)$] of the floor area, but not less than 150 cfm (4 m^3/min). The exhaust system shall be designed to provide air movement across all parts of the floor for gases having a vapor density greater than air and across all parts of the vault ceiling for gases having a vapor density less than air.

1207.6.1.3 Exhaust ventilation failure. Failure of exhaust ventilation system shall automatically disengage the charging system.

V-300-2.90

Section 1207.6.2 of the California Fire Code, 2022 Edition, is amended to read as follows:

1207.6.2 Spill control and neutralization. Where required by Table 1207.6 or elsewhere in this code, areas containing free-flowing liquid electrolyte or hazardous materials, shall be provided with spill control and neutralization in accordance with this section.

1. **1207.6.2.1 Spill Control.** Spill control shall be provided to prevent the flow of liquid electrolyte or hazardous materials to adjoining rooms or areas. The method shall be capable of containing a spill for the single largest battery or vessel.

1207.6.2.1.1 Spill control design. The spill control shall be designed and constructed in accordance with 5004.2.1.

1207.6.2.1.2 Spill control monitoring. Spill control systems shall be monitored in accordance with 5004.2.2.5.

V-300-2.91

Section 2807.6 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

2807.6 Fire protection water supply system. An approved fire protection water supply and hydrant system suitable for the fire hazard involved shall be provided for open storage yards and processing areas. Hydrant systems shall be installed in accordance with NFPA 24 adopted by this Code.

V-300-2.92

Section 2808.11 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

2808.11 Fire protection water supply system. An approved fire protection water supply and hydrant system suitable for the fire hazard involved shall be provided for open storage yards and processing areas. Hydrant systems shall be installed in accordance with NFPA 24 adopted by this Code.

V-300-2.93

Section 3103.2 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

3103.2 Approval required. Tents and membrane structures having an area in excess of 200 square feet (19 m²) and canopies in excess of 400 square feet (37 m²) shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official. Smaller tents or canopies set side by side are considered as one, unless separated from each other by 10 feet on all sides.

Exceptions:

1. Tents used exclusively for recreational camping purposes.

V-300-2.94

Section 3304.8 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

3304.8 Fire Walls. When fire walls are required, the wall construction shall be completed (with all openings protected) immediately after the building is sufficiently weather-protected at the location of the wall(s).

V-300-2.95

Section 3311.1 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

3311.1 Stairways required. Each level above the first story in new multi-story buildings that requires two (2) exit stairways shall be provided with at least two (2) usable exit stairways after the floor decking is installed. The stairways shall be continuous and discharge to grade level. Stairways serving more than two (2) floor levels shall be enclosed (with openings adequately protected) after the exterior walls/windows are in place. Exit stairs in new and in existing, occupied buildings shall be lighted and maintained clear of debris and construction materials at all times.

Exception: For new multi-story buildings, one of the required exit stairs may be obstructed on not more than two (2) contiguous floor levels for the purposes of stairway construction (i.e., installation of gypsum board, painting, flooring, etc.).

V-300-2.96

Section 3311.1.1 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

3311.1.1 Required means of egress. All new buildings under construction shall have a least one unobstructed means of egress. All means of egress shall be identified in the prefire plan per Section 3308.2.

V-300-2.97 Section 3315.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

3315.1 Completion before occupancy. In buildings where an automatic sprinkler system is required by this code or the California Building Code, it shall be unlawful to occupy any portion of a building or structure until the automatic sprinkler system installation has been tested and approved, except as provided in Section 105.3.4.

In new buildings of combustible construction where, automatic fire sprinkler systems are required to be installed, the system shall be placed in service as soon as possible. Immediately upon the completion of sprinkler pipe installation on each complete wood framed floor level, the piping shall be hydrostatically tested and inspected. After inspection approval from the Fire department, each floor level of sprinkler piping shall be connected to the system supply riser and placed into service with all sprinkler heads uncovered. Protective caps may be installed on the active sprinklers during the installation of drywall, texturing and painting, but shall be removed immediately after this work is completed. For system activation notification, an exterior audible waterflow alarm shall bell can be installed and connected to the sprinkler waterflow device prior to installation of the monitoring system. For the purpose of this requirement, complete wood frame means the installation of a sub-floor, roof sheeting or any other horizontal material that covers the top of the subject floor level.

For buildings equipped with fire sprinkler systems that are undergoing alterations, the sprinkler system(s) shall remain in service at all times except when system modifications are necessary. Fire sprinkler systems undergoing modifications shall be returned to service at the end of each workday unless otherwise approved by the fire department. The General contractor or his/her designee shall check the sprinkler control valve(s) at the end of each workday to confirm that the system has been restored to service.

V-300-2.98

Section 5001.2.2.2 of the California Fire Code, 2022 Edition, is amended to read as follows:

5001.2.2.2 Health hazards. The material categories listed in this section are classified as health hazards. A material with a primary classification as a health hazard can also pose a physical hazard.

1. Highly toxic and toxic materials.
2. Corrosive materials.
3. Moderately toxic gas.
4. Other health hazards.

V-300-2.99

Section 5001.5.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

5001.5.1 Hazardous materials management plan (HMMP). Where required by the fire code official, an application for a hazardous materials permit in accordance with Section 105.6 of this code shall include a Hazardous Materials Management Plan (HMMP).

The HMMP shall include the following:

- a. Information consistent with that outlined in Sections H1, H2 and H3 of Appendix H of this code.
- b. A facility site plan designating the following:

1. Access to each storage and use area.
2. Location of emergency equipment.
3. Location where liaison will meet emergency responders.
4. Facility evacuation meeting point locations.
5. The general purpose of other areas within the building.
6. Location of all above-ground and underground tanks and their appurtenances including, but not limited to, sumps, vaults, below-grade treatment systems and piping.
7. The hazard classes in each area.
8. Locations of all control areas and Group H occupancies.
9. Emergency exits.

The HMMP shall be readily available onsite.

[For SFM] The HMMP shall comply with Health and Safety Code, Chapter 6.95, Sections 25500 through 25545, and Title 19, Division 2, Chapter 4.

V-300-2.100

Section 5001.5.1.1 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

5001.5.1.1 Submittal frequency. Facilities required to maintain a hazardous materials permit shall submit an updated or recertified HMMP within 12 months of the previous submittal, or within 30 days of a change, whichever occurs first.

Exceptions: The following facilities may submit an updated HMMP within 36 months of the previous submittal if no reportable changes have occurred:

1. Cell tower sites with no hazardous materials related permits other than a permit for a battery system.
2. Facilities with no hazardous materials related permits other than a permit for carbon dioxide used in an insulated liquid carbon dioxide beverage dispensing system.
3. Facilities with no other hazardous materials related permits other than a permit for a fixed medical gas system.

V-300-2.101

Section 5003.1.3.1 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

5003.1.3.1 Highly toxic, toxic, moderately toxic gases and similarly used or handled materials. The storage, use and handling of highly toxic, toxic and moderately toxic gases in amounts exceeding Table 6004.1 shall be in accordance with this Chapter and Chapter 60. Any highly toxic, toxic or moderately toxic material that is used or handled as a gas or vapor shall be in accordance with the requirements for highly toxic, toxic or moderately toxic gases.

V-300-2.102

Section 5003.1.5 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

5003.1.5 Other health hazards. The storage, use and handling of materials classified as other health hazards in amounts exceeding 200 cubic feet for gases, 55 gallons for liquids and 5,000 pounds for solids shall be in accordance with Section 5003.

V-300-2.103

Section 5003.1.6 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

5003.1.6 Additional spill control and secondary containment requirements. In addition to the requirements set forth in Section 5004.2, an approved spill control and containment system is required for any quantity of hazardous materials that are liquids or solids at normal temperature and pressure (NTP), where a spill is determined to be a plausible event and where such an event would endanger people, property or the environment. The approved containment system may be required to include a combination of spill control and secondary containment meeting the design and construction requirements set forth in Section 5004.2.

V-300-2.104

Section 5003.2.2.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

5003.2.2.1 Design and construction. Piping, tubing, valves, fittings and related components used for hazardous materials shall be in accordance with the following:

1. Piping, tubing, valves, fittings and related components shall be designed and fabricated from materials compatible with the material to be contained and shall be of adequate strength and durability to withstand the pressure, structural and seismic stress, and exposure to which they are subject.
2. Piping and tubing shall be identified in accordance with ASME A13.1 and Santa Clara County Fire Chiefs Marking Requirements and Guidelines for Hazardous Materials and the Hazardous Waste to indicate the material conveyed.
3. Manual valves or automatic remotely activated fail-safe emergency shutoff valves shall be installed on supply piping and tubing, and provided with ready access at the following locations:
 1. The point of use.
 2. The tank, cylinder or bulk source.
4. Manual emergency shutoff valves and controls for remotely activated emergency shutoff valves shall be identified and the location shall have access clearly visible and indicated by means of a sign.
5. Backflow prevention or check valves shall be provided when the backflow of hazardous materials could create a hazardous condition or cause the unauthorized discharge of hazardous materials.
6. Where gases or liquids having a hazard ranking of:
 - Health hazard Class 3 or 4
 - Flammability Class 4
 - Reactivity Class 4

in accordance with NFPA 704 are carried in pressurized piping above 15 pounds per square inch gauge (psig)(103 Kpa), an approved means of leak detection, emergency shutoff or excess flow control shall be provided. Where the piping originates from within a hazardous material storage room or area, the excess flow control shall be located within the storage room or area. Where the piping originates from a bulk source, the excess flow control shall be located as close to the bulk source as practical.

Exceptions:

1. Piping for inlet connections designed to prevent backflow.
 2. Piping for pressure relief devices.
7. Secondary containment or equivalent protection from spills or leaks shall be provided for piping for liquid hazardous materials and for highly toxic and toxic corrosive gases above threshold quantities listed in Table 6004.1. Secondary containment includes, but is not limited to double walled piping.

Exceptions:

1. Secondary containment is not required for toxic corrosive gases if the piping is constructed of inert materials.
2. Piping under sub-atmospheric conditions if the piping is equipped with an alarm and fail-safe-to-close valve activated by a loss of vacuum.

V-300-2.105

Section 5003.2.2.2 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

5003.2.2.2 Additional regulation for supply piping for health hazard materials. Supply piping and tubing for gases and liquids having a health hazard ranking of 3 or 4 in accordance with NFPA 704 shall be in accordance with ASME B31.3 and the following:

1. Piping and tubing utilized for the transmission of highly toxic, toxic or highly volatile corrosive liquids and gases shall have welded or brazed connections throughout except for connections within an exhausted enclosure if the material is a gas, or an approved method of drainage or containment is provided for connections if the material is a liquid.
2. Piping and tubing shall not be located within corridors, within any portion of a means of egress required to be enclosed in fire-resistance-rated construction or in concealed spaces in areas not classified as Group H Occupancies.

3. All primary piping for highly toxic, toxic and moderately toxic gases shall pass a helium leak test of 1×10^{-9} cubic centimeters/second where practical, or shall pass testing in accordance with an approved, nationally recognized standard. Tests shall be conducted by a qualified "third party" not involved with the construction of the piping and control systems.

Exception: Piping and tubing within the space defined by the walls of corridors and the floor or roof above or in concealed space above other occupancies when installed in accordance with Section 415.11.7.4 of the California Building Code as required for Group H, Division 5 Occupancies.

V-300-2.106

Section 5003.3.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

5003.3.1 Unauthorized discharges. In the event hazardous materials are released in quantities reportable under state, federal or local regulations or when there is a release or a threatened release that presents a threat to health, property or the environment, the fire code official shall be notified immediately in an approved manner and the following procedures required in accordance with Sections 5003.3.1.1 through 5003.3.1.4.

V-300-2.107

Section 5003.5.2 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

5003.5.2 Ventilation ducting. Ducts for venting hazardous materials operations shall be labeled with the hazard class of the material being vented and the direction of flow.

V-300-2.108

Section 5003.5.3 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

5003.5.3 "H" Occupancies. In "H" occupancies, all piping and tubing may be required to be identified when there is any possibility of confusion with hazardous materials transport tubing or piping. Flow direction indicators are required.

V-300-2.109

Section 5003.9.8 of the California Fire Code, 2022 Edition, is amended to read as follows:

5003.9.8 Separation of incompatible materials. Incompatible materials in storage and storage of materials that are incompatible with materials in use shall be separated. When the stored materials are in containers having a capacity of more than 5 pounds (2 kg), 0.5 gallon (2 L), or any amount of compressed gases, separation shall be accomplished by:

1. Segregating incompatible materials in storage by a distance of not less than 20 feet (6096 mm) and in an independent containment system.
2. Isolating incompatible materials in storage by a noncombustible partition extending not less than 18 inches (457 mm) above and to the sides of the stored material.
3. Storing liquid and solid materials in hazardous material storage cabinets.
4. Storing compressed gases in gas cabinets or exhausted enclosures in accordance with Sections 5003.8.5 and 5003.8.6. Materials that are incompatible shall not be stored within the same cabinet or exhausted enclosure.

V-300-2.110

Section 5003.9.11 is hereby added to the California Fire Code, 2022 Edition to read as follows:

5003.9.11 Fire extinguishing systems for workstations dispensing, handling or using hazardous materials. Combustible and non-combustible workstations, which dispense, handle or use hazardous materials, shall be protected by an approved automatic fire extinguishing system in accordance with Section 2703.10.

Exception: Internal fire protection is not required for Biological Safety Cabinets that carry NSF/ANSI certification where quantities of flammable liquids in use or storage within the cabinet do not exceed 500 ml.

V-300-2.111

Section 5003.9.12 hereby added to the California Fire Code, 2022 Edition, to read as follows:

5003.9.12 Immersion heaters. All electrical immersion heaters used in dip tanks, sinks, vats and similar operations shall be provided with approved over-temperature controls and low liquid level electrical disconnects. Manual reset of required protection devices shall be provided.

V-300-2.112

Section 5003.10.4.3 of the California Fire Code, 2022 Edition, is amended to read as follows:

5003.10.4.3 Highly toxic, toxic and moderately toxic, gases shall be limited to a container of a maximum water capacity of 1 lb.

V-300-2.113

Section 5004.2.1 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

5004.2.1 Spill control for hazardous material liquids. Rooms, buildings or areas used for storage of hazardous material liquids, shall be provided with spill control to prevent the flow of liquids to adjoining areas. Floors in indoor locations and similar surfaces in outdoor locations shall be constructed to contain a spill from the largest single vessel by one of the following methods:

1. Liquid-tight sloped or recessed floors in indoor locations or similar areas in outdoor locations.
2. Liquid-tight floors in indoor and/ or outdoor locations or similar areas provided with liquid-tight raised or recessed sills or dikes.
3. Sumps and collection systems, including containment pallets in accordance with Section 5004.2.3.
4. Other approved engineered systems.

Except for surfacing, the floors, sills, dikes, sumps and collection systems shall be constructed of noncombustible material, and the liquid-tight seal shall be compatible with the material stored. When liquid-tight sills or dikes are provided, they are not required at perimeter openings having an open-grate trench across the opening that connects to an approved collection system.

V-300-2.114

Section 5004.2.2 of the California Fire Code, 2022 Edition, is amended to read as follows:

5004.2.2 Secondary containment for hazardous material liquids and solids. Buildings, rooms or areas used for the storage of hazardous materials liquids or solids shall be provided with secondary containment in accordance with this section.

V-300-2.115

Table 5004.2.2 of the California Fire Code, 2022 Edition is hereby deleted.

V-300-2.116

Section 5004.2.2.2 is hereby amended to the California Fire Code, 2022 Edition, to read as follows:

5004.2.2.2 Incompatible materials. Incompatible materials shall be separated from each other in independent secondary containment systems.

V-300-2.117

Section 5004.2.2.5 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

5004.2.2.5 Monitoring. An approved monitoring method shall be provided to detect hazardous materials in the spill control and secondary containment systems and to verify that the provisions of this Code for the storage and handling of hazardous materials are addressed. Monitoring shall be recorded at least once per week. The monitoring method is allowed to be visual inspection of the primary or secondary containment, or other approved means. Where secondary containment

is subject to the instruction of water, a monitoring method for detecting water shall be provided. Where monitoring devices are provide, they shall be connected to approved visual or audible alarms.

V-300-2.118

Section 5004.2.3 of the California Fire Code, 2022 Edition, is amended to read as follows:

5004.2.3 Containment pallets. Combustible containment pallets shall not be used inside buildings to comply with Section 5004.2 where the individual container capacity exceeds 55 gallons (208 L) or an aggregate capacity of multiple containers exceeds 1,000 gallons (3785 L) for liquids or where the individual container capacity exceeds 550 pounds (250 kg) or an aggregate of multiple containers exceeds 10,000 pounds (4540 kg) for solids.

Where used as an alternative to spill control and secondary containment for outdoor storage in accordance, with the exception in Section 5004.2, containment pallets shall comply with all of the following:

1. A liquid-tight sump accessible for visual inspection shall be provided;
2. The sump shall be designed to contain not less than 66 gallons (250L);
3. Exposed surfaces shall be compatible with material stored;
4. Containment pallets shall be protected to prevent collection of rainwater within the sump of the containment pallet.

V-300-2.119

Section 5005.4.4 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

5005.4.4 Dispensing, use and handling. When hazardous materials having a hazard ranking of 3 or 4 in accordance with NFPA 704, or toxic or moderately toxic gases exceeding 405 cu. ft. and any amount of highly toxic compressed gases are transported through corridors or exit enclosures, there shall be an emergency telephone system, a local manual alarm station or an approved alarm-initiating device at not more than 150-foot (45,720 mm) intervals and at each exit and exit-access doorway throughout the transport route. The signal shall be relayed to an approved central, proprietary or remote station service or constantly attended on-site location and shall also initiate a local audible alarm.

V-300-2.120

Section 5303.5.3, method 1. of the California Fire Code, 2022 Edition, is amended to read as follows:

1. Securing containers, cylinders and tanks to a fixed object with one or more noncombustible restraints.

V-300-2.121

Section 5601.1.3 of the California Fire Code 2022 Edition, is amended to read in its entirety as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks, including those fireworks classified as Safe and Sane by the California State Fire Marshal, are prohibited.

Exception: The use of fireworks for fireworks displays as allowed in Section 5608.

V-300-2.122

Section 5704.2.7.5.8 of the California Fire Code, 2022 Edition, is amended to read as follows:

5704.2.7.5.8 Overfill prevention. An approved means or method in accordance with Section 5704.2.9.7.5 shall be provided to prevent the overfill of all Class I, II and IIIA liquid storage tanks. Storage tanks in refineries, bulk plants or terminals regulated by Sections 5706.4 or 5706.7 shall have overfill protection in accordance with API 2350.

Exception: Outside aboveground tanks with a capacity of 1320 gallons (5000 L) or less need only comply with Section 5704.2.9.7.5, item 1, sub-item (1.1)

An approved means or method in accordance with Section 5704.2.9.7.5 shall be provided to prevent the overfilling of Class IIIB liquid storage tanks connected to fuel-burning equipment inside buildings.

V-300-2.123

Section 5704.2.7.5.9 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

5704.2.7.5.9 Automatic filling of tanks. Systems that automatically fill flammable or combustible liquid tanks shall be equipped with overfill protection, approved by the fire code official that sends an alarm signal to a constantly attended location and immediately stops the filling of the tank. The alarm signal and automatic shutoff shall be tested on an annual basis and records of such testing shall be maintained on-site for a period of five (5) years.

V-300-2.124

Section 5707 of the California Fire Code, 2022 Edition, is hereby adopted and amended as follows:

V-300-2.125

Section 5707.3.3 of the California Fire Code, 2022 Edition, is amended as follows:

5707.3.3 Site plan.

A site plan shall be developed for each location or area at which mobile fueling occurs. The site plan shall be in sufficient detail to indicate the following:

1. All buildings and structures.
2. Lot lines or property lines.
3. Electric car chargers.
4. Solar photovoltaic parking lot canopies.
5. Appurtenances on-site and their use or function.
6. All uses adjacent to the lot lines of the site.
7. Fueling locations.
8. Locations of all storm drain openings and adjacent waterways or wetlands.
9. Information regarding slope, natural drainage, curbing and impounding.
10. How a spill will be kept on the site property.
11. Scale of the site plan.

V-300-12.126 Section 5707.4 of the California Fire Code, 2022 Edition, is amended to read as follows:

5707.4 Mobile fueling areas. Mobile fueling shall not occur on public streets, public ways, any residential street, or inside buildings. Fueling on the roof level of parking structures or other buildings is prohibited.

V-300-2.127

Sections 5707.6.7 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

5707.6.7 Bonding. A means for bonding the mobile fueling vehicle to the motor vehicle shall be provided. Such bonding means shall be employed during fueling operations.

V-300-2.128

Section 5809.3.4 is hereby amended to the California Fire Code, 2022 Edition, to read as follows:

5809.3.4 Site plan. For other than emergency roadside service, a site plan shall be developed for each location at which mobile gaseous hydrogen fueling occurs. The site plan shall be in sufficient detail to indicate: all buildings, structures, lot lines, property lines and appurtenances on site and their use and function, and the scale of the site plan.

V-300-2.129

Section 6004 of the California Fire Code, 2022 Edition, is amended to read as follows:

HIGHLY TOXIC, TOXIC AND MODERATELY TOXIC GASES

V-300-2.130

Section 6004.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.1 General. Materials stored or used as a gas whether or not the material meets the definition of a compressed gas, and meets the definition of a highly toxic, toxic and moderately toxic gas shall comply with Section 6004.

The minimum threshold quantity for highly toxic, toxic and moderately toxic gases, vapors and mists for indoor and exterior storage and use are set forth in Table 6004.1.

Table 6004.1 Minimum Threshold Quantities for Highly Toxic, Toxic and Moderately Toxic Gases	
Highly Toxic	20
Toxic	405 cubic feet
Moderately Toxic	405 cubic feet

V-300-2.131

Section 6004.1.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.1.1 Special limitations for indoor storage and use by occupancy. The indoor storage and use of highly toxic, toxic and moderately toxic gases in certain occupancies shall be subject to the limitations contained in Sections 6004.1.1.1 through 6004.1.1.3.

V-300-2.132

Section 6004.1.1.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.1.1.1 Group A, E, I or U occupancies. Highly toxic, toxic and moderately toxic gases shall not be stored or used within Group A, E, I or U occupancies.

Exception: Cylinders not exceeding 20 cubic feet (0.556m³) at normal temperature and pressure (NTP) are allowed within gas cabinets or fume hoods.

V-300-2.133

Section 6004.1.1.2 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.1.1.2 Group R occupancies. Highly toxic, toxic and moderately toxic gases shall not be stored or used in Group R occupancies.

V-300-2.134

Section 6004.1.1.3 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.1.1.3 Offices, retail sales and classrooms. Highly toxic, toxic and moderately toxic gases shall not be stored or used in offices, retail sales or classroom portions of Group B, F, M or S occupancies.

Exception: In classrooms of Group B occupancies, cylinders with a capacity not exceeding 20 cubic feet (0.566 m³) at NTP are allowed in gas cabinets or fume hoods.

V-300-2.135

Section 6004.1.2 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.1.2 Gas cabinets. Gas cabinets containing highly toxic, toxic and moderately toxic gases shall comply with Section 5003.8.6 and the following requirements:

1. The average ventilation velocity at the face of gas cabinet access ports or windows shall not be less than 200 cubic feet per minute (1.02 m/s) with a minimum of 150 feet per minute (0.76 m/s) at any point of the access port or window.
2. Gas cabinets shall be connected to an exhaust system.
3. Gas cabinets shall not be used as the sole means of exhaust for any room or area.
4. The maximum number of cylinders located in a single gas cabinet shall not exceed three, except that cabinets containing cylinders not exceeding 1 pound (0.454 kg) net contents are allowed to contain up to 100 cylinders.
5. Gas cabinets required by Section 6004.2 or 6004.3 shall be equipped with an approved automatic sprinkler system in accordance with Section 903.3.1.1. Alternative fire-extinguishing systems shall not be used.

V-300-2.136

Section 6004.1.3 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.1.3 Exhausted enclosures. Exhausted enclosures containing highly toxic, toxic or moderately toxic gases shall comply with Section 5003.8.6 and the following requirements:

1. The average ventilation velocity at the face of the enclosure shall not be less than 200 feet per minute (1.02 m/s) with a minimum of 150 feet per minute (0.76 m/s).
2. Exhausted enclosures shall be connected to an exhaust system.
3. Exhausted enclosures shall not be used as the sole means of exhaust for any room or area.

Exhausted enclosures required by Section 6004.2 or 6004.3 shall be equipped with an approved automatic sprinkler system in accordance with Section 903.3.1.1. Alternative fire-extinguishing system shall not be used.

V-300-2.137

Section 6004.1.4 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

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6004.1.4 Automatic shut-off valve. If gas monitoring is not provided, an automatic shut-off valve, which is of a fail-safe to close design, shall be provided to shutoff the supply of toxic and moderately toxic gases upon failure of the required gas cabinet or exhausted enclosure ventilation.

An automatic shut-off valve, which is of a fail-safe to close design, shall be provided to shut off the supply of highly toxic gases for any of the following:

1. Activation of a manual fire alarm system.
2. Activation of the gas detection system.
3. Failure of emergency power.
4. Failure of primary containment.
5. Seismic activity.
6. Failure of required ventilation.
7. Manual activation at an approved remote location.

An automatic shutoff valve is not required if a manual shutoff valve at the source is readily accessible and the process is continuously attended and supervised by a qualified individual.

V-300-2.138

Section 6004.1.5 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6004.1.5 Emergency control station. Signals from emergency equipment used for highly toxic gases shall be transmitted to an approved location.

V-300-2.139

Section 6004.1.6 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6004.1.6 Maximum threshold quantity. Toxic gases stored or used in quantities exceeding the maximum threshold quantity in a single vessel per control area or outdoor control area shall comply with the additional requirements for highly toxic gases of Section 6004 of this Code.

Moderately toxic gases stored or used in quantities exceeding the maximum threshold quantity. in a single vessel per control area or outdoor control area shall comply with the additional requirements for toxic gases of Section 6004 of this Code.

The following formula shall be used to calculate the maximum threshold quantity:

$$\text{Max TQ (pounds)} = \text{LC}_{50} \text{ (ppm)} \times 2 \text{ lb.}$$

V-300-2.140

Section 6004.1.7 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6004.1.7 Reduced flow valve. All containers of highly toxic and toxic materials other than lecture bottles containing highly toxic material and having a vapor pressure exceeding 29 psia shall be equipped with a reduced flow valve when available. If a reduced flow valve is not available, the container shall be used with a flow-limiting device. All flow limiting devices shall be part of the valve assembly and visible to the eye when possible; otherwise, they shall be installed as close as possible to the cylinder source.

V-300-2.141

Section 6004.1.8 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6004.1.8 Fire extinguishing systems. Buildings and areas for the storage and use of materials regulated by this Chapter shall be protected by an automatic fire sprinkler system in accordance with NFPA 13. The design of the sprinkler system for any room or area where highly toxic, toxic and moderately toxic gases are stored, handled or used shall be in accordance with Section 5004.5.

V-300-2.142

Section 6004.1.9 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6004.1.9 Local gas shut off. Manual activation controls shall be provided for highly toxic and toxic gases at locations near the point of use and near the source, as approved by the fire code official. The fire code official may require additional controls at other places, including, but not limited to, the entry to the building, storage or use areas, and emergency control stations. Manual activated shut-off valves shall be of a fail-safe-to-close design.

V-300-2.143

Section 6004.1.10 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6004.1.10 Exhaust ventilation monitoring. For highly toxic and toxic gases exceeding threshold quantities, a continuous monitoring system shall be provided to assure that the required exhaust ventilation rate is maintained. The monitoring system shall initiate a local alarm. The alarm shall be both visual and audible and shall be designed to provide warning both inside and outside of the interior storage, use, or handling area.

V-300-2.144

Section 6004.1.11 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6004.1.11 Emergency response plan. If the preparation of an emergency response plan for the facility is not required by any other law, responsible persons shall prepare, or cause to be prepared, and filed with the fire code official, a written

emergency response plan. If the preparation of an emergency response plan is required by other law, a responsible person shall file a copy of the plan with the fire code official.

V-300-2.145

Section 6004.1.12 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6004.1.12 Cylinder leak testing. Cylinders shall be tested for leaks immediately upon delivery and again immediately prior to departure. Testing shall be approved by the fire code official in accordance with appropriate nationally recognized industry standards and practices, if any. Appropriate remedial action shall be immediately undertaken when leaks are detected.

V-300-2.146

Section 6004.1.13 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6004.1.13 Inert gas purge system. Gas systems shall be provided with dedicated inert gas purge systems. A dedicated inert gas purge system may be used to purge more than one gas, provided the gases are compatible. Purge gas systems shall be located in an approved gas cabinet unless the system operates by vacuum demand.

V-300-2.147

Section 6004.1.14 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6004.1.14 Seismic shutoff valve. An automatic seismic shut-off valve, which is of a fail-safe to close design, shall be provided to shutoff the supply of highly toxic, toxic and moderately toxic gases with an LC_{50} less than or equal to 3000 parts per million upon a seismic event within 5 seconds of a horizontal sinusoidal oscillation having a peak acceleration of 0.3G (1.47 m/sec²) and a period of 0.4 seconds.

V-300-2.148

Section 6004.2 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.2 Indoor storage and use. The indoor storage or use of highly toxic, toxic and moderately toxic compressed gases shall be in accordance with Sections 6004.2.1 through 6004.2.2.10.4.

V-300-2.149

Section 6004.2.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.2.1 Applicability. The applicability of regulations governing the indoor storage and use of highly toxic, toxic, and moderately toxic gases shall be as set forth in Sections 6004.2.1.1 through 6004.2.1.5.

V-300-2.150

Section 6004.2.1.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.2.1.1 Quantities not exceeding the maximum allowable quantity per control area. The indoor storage or use of highly toxic, toxic and moderately toxic gases in amounts exceeding the maximum allowable quantity per control area set forth in Table 5003.1.1(2) shall be in accordance with Sections 5001, 5003, 6001, 6004.2.1.4 and 6004.2.1.5.

V-300-2.151

Section 6004.2.1.4 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6004.2.1.4 Quantities not exceeding minimum threshold quantity per control area. The indoor storage or use of highly toxic, toxic and moderately toxic gases in amounts not exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, 6004.1 and Chapter 50.

V-300-2.152

Section 6004.2.1.5 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6004.2.1.5 Quantity exceeding the minimum threshold quantity per control area. The indoor storage or use of highly toxic, toxic and moderately gases in amounts exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, 6004.1, 6004.2 and Chapter 50.

V-300-2.153

Section 6004.2.2 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.2.2 General indoor requirements. The general requirements applicable to the indoor storage and use of highly toxic and toxic compressed gases shall be in accordance with Sections 6004.2.2.1 through 6004.2.2.10.4.

Moderately toxic gases with an LC_{50} less than or equal to 3000 parts per million shall comply with the requirements for toxic gases in Sections 6004.2.2.1 through 6004.2.2.10.3.

Moderately toxic gases with an LC_{50} more than 3000 parts per million but not greater than 5000 parts per million and exceeding the maximum threshold quantity, as determined by 6004.1.6, shall comply with the requirements for toxic gases in Sections 6004.2.2.1 through 6004.2.2.7.

Moderately toxic gases shall not be considered as toxic gases for maximum allowable quantities determinations under Table 5003.1.1(2).

V-300-2.154

Section 6004.2.2.7 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.2.2.7 Treatment systems. The exhaust ventilation from gas cabinets, exhausted enclosures, gas rooms and local exhaust systems required in Section 6004.2.2.4 and 6004.2.2.5 shall be directed to a treatment system. The treatment system shall be utilized to handle the accidental release of gas and to process exhaust ventilation. The treatment system shall be designed in accordance with Sections 6004.2.2.7.1 through 6004.2.2.7.5 and Section 510 of the California Mechanical Code.

Exceptions:

1. Highly toxic, toxic and moderately toxic gases storage. A treatment system is not required for cylinders, containers and tanks in storage when all of the following are provided:
 - 1.1. Valve outlets are equipped with gas-tight outlet plug or caps.
 - 1.2. Hand wheel-operated valves have handles secured to prevent movement.
 - 1.3. Approved containment vessels or containment systems are provided in accordance with Section 6004.2.2.3.

V-300-2.155

Section 6004.2.2.8 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.2.2.8 Emergency power. For highly toxic and toxic gas systems, emergency power, in accordance with Section 1203, shall be provided for the following:

1. Exhaust ventilation system.
2. Treatment system.
3. Gas detection system.
4. Smoke detection system.
5. Temperature control system.
6. Fire alarm system.
7. Emergency alarm system.

V-300-2.156

Section 6004.2.2.10 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.2.2.10 Gas detection system. A gas detection system complying with Section 916 shall be provided to detect the presence of a highly toxic or toxic gas at or below the PEL or ceiling limit of the gas for which detection is provided. In occupied areas where gas cabinets or exhausted enclosures are not provided, the fire code official may require a cyclical basis at intervals not to exceed 5 minutes.

The system shall be capable of monitoring the discharge from the treatment system at or below one-half the IDLH limit and shall initiate a response in accordance with Sections 6004.2.2.10.1 through 6004.2.2.10.3 if the gas detection system is activated.

Exception: A gas detection system is not required for toxic gases when the physiological warning threshold level for the gas is at a level below the accepted PEL for the gas.

V-300-2.157

Section 6004.2.2.10.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.2.2.10.1 Alarms. The gas detection system shall initiate a local alarm and transmit a signal to an approved location when a short-term hazard condition is detected. The alarm shall be both visual and audible and shall provide warning both inside and outside the area where the gas is detected. The audible alarm shall be distinct from all other alarms.

Exception: Signal transmission to a constantly attended control station is not required where not more than one cylinder of highly toxic, toxic or moderately toxic gas is stored.

V-300-2.158

Section 6004.2.2.10.2 of the California Fire Code, 2022 Edition is amended to read as follows:

6004.2.2.10.2 Shut off of gas supply. The gas detection system shall automatically close the shutoff valve at the source on gas supply piping and tubing related to the system being monitored for whichever gas is detected.

Exception: An automatic shutdown is not required for reactors utilized for the production of highly toxic, toxic or moderately toxic compressed gases where such reactors are:

1. Operated at pressures less than 15 pounds per square inch gauge (psig) (103.4kPa).
2. Constantly attended.
3. Provided with emergency shutoff valves that have ready access.

V-300-2.159

Section 6004.2.2.10.4 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6004.2.2.10.4 Emergency alarm. The indoor storage or use of highly toxic or toxic gases in amounts exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall also comply with Sections 5004.9 and 5005.4.4.

V-300-2.160

Section 6004.3 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.3 Outdoor storage and use. The outdoor storage or use of highly toxic, toxic and moderately toxic compressed gases shall be in accordance with Sections 6004.3.1 through 6004.3.4.

V-300-2.161

Section 6004.3.1 of the California Fire Code, 2016 Edition, is amended to read as follows:

6004.3.1 Applicability. The applicability of regulations governing the outdoor storage and use of highly toxic, toxic, and moderately toxic gases shall be as set forth in Sections 6004.3.1.1 through 6004.3.1.5.

V-300-2.162

Section 6004.3.1.1 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.3.1.1 Quantities not exceeding the maximum allowable quantity per control area. The outdoor storage or use of highly toxic and toxic gases in amounts exceeding the threshold quantity per control area set forth in Table 5003.1.1(4) shall be in accordance with Sections 5001, 5003, 6001, 6004.1, and 6004.3.1.4 and 6004.3.1.5.

V-300-2.163

Section 6004.3.1.4 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6004.3.1.4 Quantities not exceeding minimum threshold quantity per control area. The outdoor storage or use of highly toxic, toxic and moderately toxic gases in amounts not exceeding the minimum threshold quantity per control area set for in Table 6004.1 shall be in accordance with Sections 6001, 6004.1 and Chapter 50.

V-300-2.164

Section 6004.3.1.5 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6004.3.1.5 Quantity exceeding the minimum threshold quantity per control area. The outdoor storage or use of highly toxic, toxic and moderately gases in amounts exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, 6004.1, 6004.3 and Chapter 50.

V-300-2.165

Section 6004.3.2 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.3.2 General outdoor requirements. The general requirements applicable to the outdoor storage and use of highly toxic, toxic and moderately toxic gases shall be in accordance with Sections 6004.3.2.1 through 6004.3.2.4.

Moderately toxic gases with an LC₅₀ equal to or less than 3000 parts per million shall comply with the requirements for toxic gases in Sections 5001, 5003, 6001, 6004.1 and 6004.3.

Moderately toxic gases with an LC₅₀ more than 3000 parts per million but not greater than 5000 parts per million and exceeding the maximum threshold quantity, as determined by 6004.1.6, shall comply with the requirements for toxic gases in Sections 5001, 5003, 6001, 6004.1 and 6004.3.2.1 through 6004.3.2.4.

Moderately toxic gases shall not be considered as toxic gases for maximum allowable quantities determinations under Table 5003.1.1(4).

V-300-2.166

Section 6004.3.3 of the California Fire Code, 2022 Edition, is amended to read as follows:

6004.3.3 Outdoor storage weather protection for portable tanks and cylinders. Weather protection in accordance with Section 5004.13 and this section shall be provided for portable tanks and cylinders located outdoors and not within gas cabinets or exhausted enclosures. The storage area shall be equipped with an approved automatic sprinkler system in accordance with Section 903.3.1.1.

V-300-2.167

Section 6405.3.1 is hereby added to the California Fire Code, 2022 Edition, to read as follows:

6405.3.1 Silane distribution systems automatic shutdown. Silane distribution systems shall automatically shut down at the source upon activation of the gas detection system at levels above the alarm level and/or failure of the ventilation system for the silane distribution system.

APPENDIX B

FIRE-FLOW REQUIREMENTS FOR BUILDINGS

SECTION B105 FIRE-FLOW REQUIRES FOR BUILDINGS

Amend Section B105.2 to read:

B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1(2) and B105.2.

Exceptions: [SFM] Group B, S-2 and U occupancies having a floor area not exceeding 1,000 square feet, primarily constructed of noncombustible exterior walls with wood or steel roof framing, having a Class A roof assembly, with uses limited to the following or similar uses:

1. California State Parks buildings of an accessory nature (restrooms).
2. Safety roadside rest areas (SRRA), public restrooms.
3. Truck inspection facilities (TIF), CHP office space and vehicle inspection bays.
4. Sand/salt storage buildings, storage of sand and salt.

The maximum fire flow reduction for all commercial buildings greater than 30,000 square feet and residential podium buildings shall not exceed 25 percent of the fire flow specified in Table B105.1(2). The maximum fire flow reduction for all other buildings shall not exceed 50 percent of the fire flow specified in Table B105.1(2).

V-300-2.168

Section D101.1 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of this Code.

V-300-2.169

Section D103.1 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm). See Figure D103.1. Only conditions with 26 feet roads are applicable.

Exception: The fire code official may approve other condition that provides equivalent access.

V-300-2.170

Section D104.1 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

D104.1 Buildings with two or more fire apparatus access roads. Buildings or facilities exceeding 30 feet (9144 mm), or three stories in height, or 50,000 square feet (5760m²) shall be provided with at least two means of fire apparatus access for each structure.

V-300-2.171

Section D104.2 of the California Fire Code, 2022 Edition, is deleted in its entirety.

V-300-2.172

Section D105.2 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

D105.2 Width. Fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7925 mm) in the immediate vicinity of any building or portion of building more than 30 feet (9144) in height.

Exception: The Fire Code Official may approve the use of other usable space/area that provides equivalent required width.

V-300-2.173

Section D106.1 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

D106.1 Projects having more than 50 dwelling units. Multiple-family residential projects having more than 50 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads.

V-300-2.174

Section D106.2 of the California Fire Code, 2022 Edition, is amended to read in its entirety as follows:

D106.2 Projects having more than 200 dwelling units. For Multiple-family residential projects having more than 200 units, the fire code official may require more than two fire apparatus access roads.

V-300-2.175

Section D107.1 of the California Fire Code, 2022 Edition, exceptions No. 1 and No. 2 are deleted.

SECTION 4. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 5. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute the Improvement Agreement with Parktown Plaza Pak, LLC, for the completion of Offsite Public Improvements Located at 1400 S. Park Victoria Drive Associated with Site Development Permit (SD1300014) and Conditional Use Permit (UP14-0002) (Staff Contact: Roberto Alonzo, Principal Civil Engineer, 408-586-3316)
Category:	Consent Calendar-Community Development
Meeting Date:	10/18/2022
	<u>Recommendation:</u> Approve and authorize the City Manager to execute the Improvement Agreement with Parktown Plaza Pak, LLC, for the completion of offsite public improvements located at 1400 S. Park Victoria Drive associated with Site Development Permit (SD1300014) and Conditional Use Permit (UP14-0002).

BACKGROUND:

On February 26, 2014, the Milpitas Planning Commission approved a Site Development Permit (SD13-0014) and Conditional Use Permit (UP14-0002) for construction of a new 5,400 square foot building with 3 tenant spaces, drive thru, outdoor seating areas, trash enclosure, signage elements, and associated off-site public improvements at Parktown Plaza, 1400 South Park Victoria Drive. The Project is located within the existing asphalt parking lot adjacent of Park Town Plaza (APN 088-36-044) and is adjacent to Landess Avenue. Offsite public improvements to be constructed include curb, gutter, sidewalk, driveways, utility services, and other miscellaneous items of work identified on the public improvement plans.

ANALYSIS:

The Developer, Parktown Plaza Pak, LLC, has agreed to enter into an Improvement Agreement (**Attached**) with the city for construction of project off-site public improvements which will be completed and accepted by the City upon completion of construction. The off-site public improvements will be completed within 1-year from the date of the Agreement, and the work is guaranteed by bonds or similar security to be posted by the Developer in the amount of \$299,862.00. The City Engineer has reviewed the public improvement plans (2-1199) and recommends the City Council approve the Improvement Agreement to allow for the construction of public improvements to proceed.

POLICY ALTERNATIVE(S):

Alternative 1:

Deny approval of Improvement Agreement for the installation of off-site public improvements.

Pros: None

Cons: Denying approval of the Improvement Agreement will cause construction of the off-site public improvements to be delayed and will prevent the owner and new tenants from occupying the newly constructed buildings.

Reason for Not Recommending: The proposed off-site public improvements are designed to support the public, Parktown Plaza and the new constructed building. Staff recommends the City Council approve the Improvement Agreement for construction of the off-site public improvements.

FISCAL IMPACT:

The Developer reimbursed the city for costs associated with plan review, permitting and construction inspection for off-site public improvements constructed by the Developer. The City will have perpetual ownership and maintenance responsibilities for the improvements following construction and acceptance of the project. The Public Works Department provides funding for future maintenance of newly accepted City infrastructure through their operating budget.

California Environmental Quality Act (CEQA):

Approval of the Improvement Agreement implements this project for which CEQA review has already been completed, by the Planning Division, and is categorically exempt from further environmental review pursuant to Section 15303 (C) (New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA) Guidelines.

RECOMMENDATION:

Approve and Authorize the City Manager to Execute the Improvement Agreement with Parktown Plaza Pak, LLC, for the completion of Offsite Public Improvements Located at 1400 S. Park Victoria Drive Associated with Site Development Permit (SD1300014) and Conditional Use Permit (UP14-0002).

Attachment(s):

1. Improvement Agreement
2. Offsite Improvement Plans

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

CITY OF MILPITAS
455 E. Calaveras Blvd
MILPITAS, CA 95035
ATTN: Engineering Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 6103

CITY OF MILPITAS, CALIFORNIA

By: _____
City Clerk

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

PARK TOWN PLAZA MODIFICATION PROJECT

**between
CITY OF MILPITAS**

a California municipal corporation

**and
PARKTOWN PLAZA PAK, LLC, C/O BIAGINI PROPERTIES INC.**

A CALIFORNIA LIMITED LIABILITY COMPANY

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this 30 day of September, 2022 by and between the City of MILPITAS, a California municipal corporation ("City") and Parktown Plaza Pak, LLC, c/o Biagini Properties Inc. limited liability company with its principal office located at 333 W El Camino Real, suite 240, Sunnyvale, CA 94087 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. On July 25, 2013, Developer submitted to City an application for approval of a Site Development Permit and Conditional Use for site modifications to allow for the construction a new 5,400 square foot retail building with 3 tenants spaces one with drive through, outdoor seating areas (Park Town Plaza Modification Project) for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property").

B. On February 26, 2014, the MILPITAS PLANNING COMMISSION adopted Resolution No. 14-006 approving the Site Development Permit No. SD13-0014 and Conditional Use No. UP14-0002 for the Park Town Plaza Modification Project.

C. Developer has not completed all of the work or made all of the public improvements required by Title XI, Chapter I, Section 7 of City's Municipal Code, the conditions of approval for Park Town Plaza Modification Project, or other ordinances, resolutions, or policies of City requiring construction of public improvements in conjunction with the Park Town Plaza Modification Project.

D. Pursuant to Section Title XI, Chapter 1, Section 7 of the City's Municipal Code, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Park Town Plaza Modification Project.

E. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the Park Town Plaza Modification Project.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of SANTA CLARA. If the above described conditions are not satisfied within 90 days after the date first set forth above, this Agreement shall automatically terminate without need of further action by either City or Developer.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost and expense, and liability all improvements required by City as part of the approval of the Park

Town Plaza Modification Project, including, but not limited to, slurry seal along project frontage and extend into Landess Avenue to the lane line, curb, gutter, sidewalk and two commercial driveways replacement, street trees and lights, water services, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Park Town Plaza Modification Project ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference, and as shown on City approved Improvement Plan No. 2-1199, dated September 29, 2022 and Encroachment Permit E-EN21-0109, on file with the City. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by each utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a good workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Developer is solely responsible for giving Developer's surety notice of any change or alterations to the plans or specifications of the Public Improvements to be completed.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City accepts them. City shall exercise no control over the Public Improvements until accepted by City pursuant to Section 11.0. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in good condition acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. Except to the extent caused by City's negligence or willful misconduct, City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within one (1) year after the date first set forth above, unless extended pursuant to Section 4.1.

4.1 Extensions. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Park Town Plaza Modification Project shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's acceptance of the Public Improvements and release of the Security as set forth in Sections 11.0 and 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Park Town Plaza Modification Project in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to the Park Town Plaza Modification Project.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable

and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a material violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 *et seq.* of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements by City Council; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete and reduce the requirement Security amount pursuant to Section 13.0 et seq., which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of SANTA CLARA a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a good condition acceptable to City, for a period of one (1) year following completion of the Public Improvements and acceptance of them by the City Council ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and subject to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following the City's acceptance by the City Engineer of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Improvement Security; Surety Bonds. Prior to this Agreement taking effect as set forth in Section 1.0 above, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including slurry seal along project frontage and extend into Landess Avenue to the lane line ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a good condition, Developer shall provide City a faithful performance bond in the amount of **Two Hundred Ninety Nine thousand Eight hundred Sixty two and 00/100---Dollars (\$299,862.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as portions of the Public Improvements are completed and accepted by the City Council, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Park Town Plaza Modification Project, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Park Town Plaza Modification Project .

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **Two Hundred Ninety Nine thousand Eight hundred Sixty two and 00/100---Dollars (\$299,862.00)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 Monument Security. N/A.

15.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of Agency as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

16.1 Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., including, without limitation S.B. 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

17.0 Insurance.

17.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single

limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers' Compensation. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 Certificates; Verification. Developer and its contractors shall furnish City with certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Park Town Plaza Modification Project, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

20.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

20.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY OF MILPITAS
 455 E Calaveras Boulevard
 MILPITAS, CA 95035
 Attn: Steve Erickson, PE
 Director of Engineering/City Engineer

DEVELOPER:
 Parktown Plaza Pak, LLC,
 c/o Biagini Properties Inc.
 333 W El Camino Real, Suite 240
 Sunnyvale, CA 94087
 Attn: Alexander J. Pak

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

20.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of SANTA CLARA, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

20.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

20.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

CITY OF MILPITAS

By: _____
 (signature)
Steven G. McHarris
 (print name)
 City Manager
 City of MILPITAS

**Parktown Plaza Pak, LLC,
a California limited liability company**

By: _____
 (signature)
Alexander J. Pak
 (print name)
Manager
 (title)

APPROVED AS TO FORM:

By: _____
 (signature)
Michael Mutalipassi
 (print name)
 City Attorney
 City of MILPITAS

APPROVED AS TO CONTENT:

By: _____
 (signature)
Lauren Lai, CPA, MPA
 (print name)
 Finance Director/Risk Manager
 City of MILPITAS

APPROVED AS TO SUFFICIENCY:

By: _____
 (signature)
Steve Erickson, PE
 (print name)
 Director of Engineering/City Engineer
 City of MILPITAS

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

All Capacity Acknowledgment

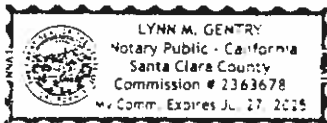
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Santa Clara

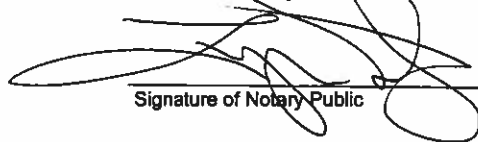
On Sept 30, 2022, before me, Lynn M. Gentry, Notary Public, personally appeared Alexander J Pak, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.


Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer
- ☐ Partner ☐ Limited (s)
☐ General
- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

All Capacity Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

- _____
Title(s)
- ☐ Partner ☐ Limited
(s) ☐ General
- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
PARK TOWN PLAZA MODIFICATION PROJECT

LEGAL DESCRIPTION

Real property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

ALL OF PARCEL 1, AS SAID PARCEL IS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF PARCEL A AS SHOWN ON THAT CERTAIN MAP ENTITLED "AMENDED RECORD OF SURVEY, ETC.," [BOOK 213 OF MAPS, PAGE 25](#), SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON DECEMBER 9, 1970 IN [BOOK 276 OF MAPS AT PAGE 24](#).

APN: 088-36-044

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
PARK TOWN PLAZA MODIFICATION PROJECT

Luk and Associates

738 Alfred Nobel Drive
Hercules, California 94547
(510) 724-3388 - Fax (510) 724-3383

Civil Engineer Item # C10.
Land Planning
Surveying

Updated: 12/10/2021
Job No.: 27053-10
Initial: C.W.

ENGINEERING COST ESTIMATE
OFF SITE IMPROVEMENT (PUBLIC RIGHT OF WAY)
MILPITAS, CALIFORNIA
PARK TOWN PLAZA RETAIL BUILDING

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
<u>STREET WORK</u>					
1	Driveway - Commercial	<u>1,050</u>	sf	<u>10.00</u>	<u>10,500</u>
2	Curb & Gutter	<u>390</u>	l.f.	<u>15.00</u>	<u>5,850</u>
3	Sidewalk	<u>2,904</u>	sf	<u>7.00</u>	<u>20,328</u>
4	AC pavement	<u>897</u>	sf	<u>5.00</u>	<u>4,485</u>
5	AC Slurry Seal	<u>6,093</u>	sf	<u>1.00</u>	<u>6,093</u>
6	Stripe: Standard Bike Lane (4")	<u>346</u>	l.f.	<u>1.00</u>	<u>346</u>
7	Stripe: Green Bike Lane (6' striped)	<u>88</u>	l.f.	<u>10.00</u>	<u>880</u>
Sub-Total					<u>\$ 48,482</u>

WATER SUPPLY

1	Fire Service Lateral	<u>1</u>	each	<u>3,000.00</u>	<u>3,000</u>
2	2" Domestic Service	<u>1</u>	each	<u>1,750.00</u>	<u>1,750</u>
3	Fire Service DCV	<u>1</u>	each	<u>2,000.00</u>	<u>2,000</u>
4	2" Domestic Meter	<u>1</u>	each	<u>1,500.00</u>	<u>1,500</u>
5	Fire Hydrant Lateral Reset	<u>1</u>	each	<u>2,000.00</u>	<u>2,000</u>
6	Water Main Replacement	<u>21</u>	l.f.	<u>300.00</u>	<u>6,300</u>
Sub-Total					<u>\$ 16,550</u>

MISCELLANEOUS

1	Mobilization	<u>1</u>	l.s.	<u>2,000.00</u>	<u>2,000</u>
2	Removal of Curb & Gutter	<u>390</u>	l.f.	<u>5.00</u>	<u>1,950</u>

This estimate is based upon information available at this time and this office assumes no liability for changes in prices due to unforeseen conditions or changes required by governing agencies.

OFF-SITE

Luk and Associates

738 Alfred Nobel Drive
Hercules, California 94547
(510) 724-3388 - Fax (510) 724-3383

Civil Engineering
Land Planning
Surveying

Item # C10.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
3	Removal of Sidewalk & Driveway	3,954	sf	2.50	9,885
4	Traffic Control	1	l.s.	3,000.00	3,000
5	Street Trees (New)	2	each	1,500.00	3,000
Sub-Total					\$ 19,835
Total Cost Sub-Total					\$ 84,867
10% Contingency					\$ 8,487
TOTAL CONSTRUCTION COST					<u><u>\$ 93,354</u></u>

NOTE: Developer requested to provide a bond amount in the sum of \$299,862.00 based on the cost estimate provided by their contractor instead of the above total. The Engineering Department accepts the Developer's requested bond amount.

EXHIBIT "C"**SURETY BONDS AND OTHER SECURITY****PARK TOWN PLAZA MODIFICATION PROJECT**

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: **\$299,862.00**

Surety: - The Ohio Casualty Insurance Company

Attorney-in-fact: - Jodie Lee Doner

Address: 790 The City Drive South, Suite 200
Orange, CA 92868

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: **\$299,862.00**

Surety: - The Ohio Casualty Insurance Company

Attorney-in-fact: - Jodie Lee Doner

Address: 790 The City Drive South, Suite 200
Orange, CA 92868

Amount deposited per Cash Receipt No. 49425 Date: 12/29/2021

BOND NO. 024256206
 INITIAL PREMIUM: \$3,598.00
 SUBJECT TO RENEWAL

CITY OF MILPITAS

**PARK TOWN PLAZA MODIFICATION
 PROJECTIMPROVEMENTSPERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and Park Town Plaza Pak LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for The Town Plaza Modification Project ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated October 7, 2021, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and The Ohio Casualty Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of New Hampshire, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of * dollars (\$ \$299,862.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents. * **Two Hundred Ninety Nine Thousand Eight Hundred Sixty Two**

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Camarillo, CA., this 13th day of January, 2022.

(Corporate Seal)

Park Town Plaza Pak LLC

Principal

By

Title

Manager

(Corporate Seal)

The Ohio Casualty Insurance Company

Surety

By

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Jodie Lee Doner, Attorney-in-fact

The rate of premium on this bond is 15.00 per thousand. The total amount of premium charges is \$ 3,598.00.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

The Ohio Casualty Insurance Company

790 The City Drive S. STE 200
Orange, CA. 92868

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

714-620-1572

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

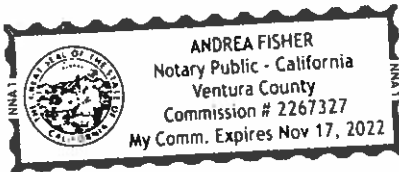
State of California

County of Ventura }

On 1/13/2020 before me, Andrea Fisher, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jodie Lee Doner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrea Fisher
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

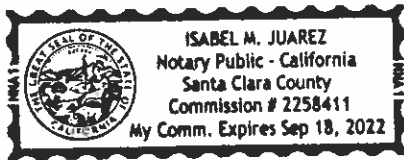
State of California)

County of Santa Clara)On February 14, 2022 before me, Isabel M. Juarez, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Alexander Ji Hoon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Isabel M. Juarez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item # C10.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200702-972032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael Cresswell, Jodie Lee Doner, Megan B. Gaines, Tim McClain

all of the city of Westlake Village state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of March, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of March, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of January, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

BOND NO. 024256206
 INITIAL PREMIUM: Incl'd In Perf Bond
 SUBJECT TO RENEWAL

CITY OF MILPITAS
PARK TOWN PLAZA MODIFICATION PROJECT IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and Park Town Plaza Pak LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for the Park Town Plaza Modification Project ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated October 7, 2021, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and The Ohio Casualty Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of New Hampshire, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all contractors, subcontractors, material suppliers, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of _____ dollars, (\$ \$299,862.00), said sum being not less than 100% of the

Two Hundred Ninety Nine Thousand Eight Hundred Sixty Two

total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named herein, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Camarillo, CA., this 13th day of January, 2022.

(Corporate Seal)

Park Town Plaza Pak LLC

Principal

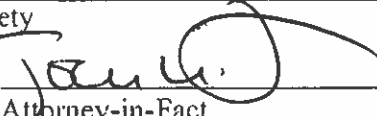
By 

Title Manager

(Corporate Seal)

The Ohio Casualty Insurance Company

Surety

By 

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Jodie Lee Doner, Attorney-in-fact

The rate of premium on this bond is 15.00 per thousand. The total amount of premium charges is \$ 3,598.00.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

The Ohio Casualty Insurance Company

790 The City Drive S. STE 200
Orange, CA. 92868

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

714-620-1572

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

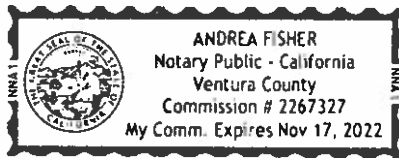
State of California

County of Ventura }

On 1/13/2022 before me, Andrea Fisher, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jodie Lee Doner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrea Fisher
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

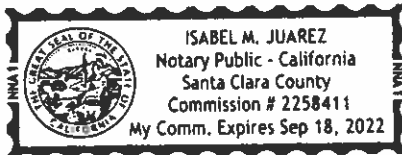
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Santa Clara)On February 14, 2022 before me, Isabel M. Juarez, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Alexander Ji Hoon

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Isabel M. Juarez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item # C10.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200702-972032

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael Cresswell, Jodie Lee Doner, Megan B. Gaines, Tim McClain

all of the city of Westlake Village state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of March, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of March, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of January, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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IMPROVEMENT PLANS GENERAL NOTES

- GENERAL
- All work and materials shall comply with standard specifications, construction details, and standard drawings (listed on this sheet) of the City of Milpitas available in the City Engineer's office. It is the responsibility of the contractor to obtain permits necessary to perform the improvements in these plans from the appropriate agencies and to comply with the agencies' requirements. All plans shall be prepared on City's Improvements Title Block. The contractor must comply with all applicable national, state and local laws.
 - Plans used for construction of public facilities purposes must be signed by the City Engineer or his representative. Any subsequent changes shall be approved by the City Engineer or his representative prior to their construction.
 - The official copy of these plans are on file in the office of the City Engineer in Milpitas.
 - This plan is subject to review and subsequent approval in the event the work has not commenced within six (6) months of the date of plan approval.
 - All utilities and improvements that become damaged during construction shall be completely restored to the satisfaction of the City Engineer.
 - A \$2,000 deposit shall be made to the City of Milpitas and a construction water meter shall be obtained for incidental water used during grading and roadway construction. Water meter(s) shall be installed for incidental water use during building (s) construction and pressure test of water line within the building (s).
 - The contractor shall notify Underground Service Alert (U.S.A.) at (800) 642-2444 48 hours prior to any construction activities, and obtain a reference number.
 - Prior to any construction or installation of public facilities, the developer's engineer shall arrange a pre-construction conference between the contractors and the City Public Works Inspector. This shall take place a minimum of 7 days prior to the scheduled start of work. At the conference, the developer's engineer shall present the Public Works Inspector with a certified copy of a material list and specifications for installation. Prior to the installation, approval by the City Engineer is required of any non-standard materials. Any non-standard materials shall be demonstrated by the developer's engineer and contractor to equal or exceed City standards.
 - The contractor shall call City of Milpitas Public Works Facilities Inspection at (408) 586-2797 (or via City Website) to schedule inspections, 48 hours prior to start of construction.
 - Prior to any work, the contractor shall obtain a City Business license and a Public Works Construction or Encroachment Permit.
 - The Contractor is responsible for the preservation and or perpetuation of all existing monuments and stakes within the Contractor's area of work. The Contractor shall not disturb or remove any monuments or stakes without the permission of the City Engineer, and he shall bear the expense of resetting any monuments or stakes which may be disturbed or removed with or without permission. The Contractor shall provide a minimum of 15 Working days notice to the City Engineer prior to disturbance or removal of existing monuments or stakes. The Contractor shall utilize the services of a California Licensed Land Surveyor to reset all disturbed or removed monuments and stakes or provide witness monuments, and file the required documentation with the County Surveyor pursuant to the Business and Professions Code Section 8771.
 - When it is found that field conditions are not as shown on the plans, the consulting engineer shall make revisions and/or adjustments to the satisfaction of the City Engineer prior to further construction.
 - Upon completion of improvements, the developer's engineer shall submit a letter to the City Engineer certifying that those privately maintained improvements (street, lighting, utilities, etc.) have been constructed per the improvement plans.
 - Developer shall coordinate with Pacific Gas and Electric Company for the design and installation of all gas and electric facilities.
 - Developer shall coordinate with Pacific Bell for the design and installation of all Telephone facilities.
 - Construction shall not begin until 7 AM and shall end by 7 PM, weekdays and weekends, except holidays.
 - A National Pollution Discharge Elimination System Permit (NPDES construction permit) is required prior to commencement of construction activity related to this site and shall be obtained by the owner and/or owner's contractor as appropriate. Any discharge (during construction) of groundwater into the downstream storm system must be uncontaminated. The contractor shall make this determination prior to any discharge.
 - If archaeological materials are uncovered during grading, trenching or other excavation, earthwork within 100' of this area shall be stopped until a professional archaeologist who is certified by the Society of California archaeologist (SCA) or the Society of Professional Archaeologist (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation measures, if they are deemed necessary.
 - Record drawings original plans, including a copy of the AutoCAD files (digital format) shall be furnished to the City Engineer within 60 days of the completion of construction and prior to initial acceptance of public improvements.
 - All grading shall comply with City of Milpitas Grading Ordinance, this plan, and the Preliminary Soils Report prepared by Lee Engineers, Inc dated December 26, 2013 and all subsequent addendums.
 - City approval of plans does not relieve the developer from his/her responsibility to correct errors and omissions discovered during construction. Upon request, any required plan revisions shall be promptly submitted to the City Engineer for approval.
 - A water valve shall be installed for each residential unit after the meter and prior to entry of the building such that it is accessible to homeowner and City Meter Reader.

OFFSITE IMPROVEMENT PLANS

PROJECT NAME: PARK TOWN PLAZA:
RETAIL BUILDING & SITE IMPROVEMENTS
LOT: PARCEL: 1 APN#: 088-036-044

ENCROACHMENT PERMIT# E-EN21-0109

CITY OF MILPITAS CONTACT INFORMATION:
455 EAST CALAVERAS BLVD., MILITAS, CA
PH: (408) 586-3000 WEBSITE: WWW.CI.MILPITAS.CA.GOV



CITY OF MILPITAS
ENGINEERING DIVISION

23. The following entities shall be responsible for inspection and maintenance / ownership

of the listed facilities and completion certificate by design engineer (state ownership's

name and inspection by P.W. inspection or Build. Div.):

Facilities	Ownership	Inspection	Design	Engineer
Water	*	**		***
Sewer	*	**		***
Storm	*	**		***
Street	*	**		***
Street Light	*	**		***
Park	*	**		***
Common Area Homeowner's Association Build. Div. Required				

- * "City of Milpitas" or "Homeowner's Association/Homeowners"
- ** "P.W. inspection" or "Build. Division"
- *** Design Engineer completion certificate "Required" if inspection by Build. Div., "Not required" if inspection by P.W. inspection.

24. Each parcel shall have separate solid waste enclosure and BFI service. Unless, necessary agreements have been recorded to provide for joint use of enclosure and or BFI services for more than one parcel.

STREET SURFACE NOTES

- Upon completion of rough grading, actual thickness (structural section) of the base material and AC pavement shall be determined based on the results of R-values, Sand equivalents laboratory testing. Geotechnical/Soil Engineer shall recommend the structural sections of streets to the City Engineer for review and approval.
- The contractor shall not order or place any Portland cement concrete or asphalt concrete paving until the forms and subgrade and/or aggregate base have been inspected by the City Public Works Inspector and approved by the engineer in charge of construction.
- Edge of existing pavement shall be tack coated prior to constructing new pavement.
- Standard street monuments shall be installed on all street intersections and other locations shown on this plan in conformance with City Standard Drawing No. 446.
- Driveway locations shall be set by owner's engineer in compliance with City Standard Drawing No. 430 or 432, unless locations are shown on these plans.
- One street name sign assembly shall be installed in conformance with City Standard Drawing No. 440 at each intersection, and where shown on plans.
- All fire hydrants, electroliers and meter boxes shall clear driveways and other facilities by 5', 5' and 1' respectively.
- All existing facilities shall be adjusted to finish grade as directed by City Public Works Inspector. Manholes, water valve boxes, clean out frames and covers shall be brought to finished grade by the contractor after paving is completed.
- Minimum 24" box size tree with a caliper of 2" measure 6" above rootball shall be installed, one per lot per street for residential developments and at 20'-50' separation for non-residential developments in conformance with the Approved Street Tree List and according to the City Standard Drawing No. 448.
- Mailboxes shall be provided as required by U. S. Postal Services, but will not be inspected by the Public Works Inspector.
- The final or surface layer of asphalt concrete shall not be placed until all on-site improvements have been completed, including all grading, and until all unacceptable concrete work has been removed and replaced, unless otherwise approved by the City Engineer.

UNDERGROUND

- The letter "W" shall be impressed in the face of curb where each water service crosses the curb, the letter "S" shall be impressed in the face of curb where each sewer lateral crosses the curb and the letter "R" shall be impressed in the face of curb where each recycled water service crosses the curb.
- The location, depth and existence of underground improvements are shown in their approximate positions based upon information available to the engineer. The contractor shall excavate inspection holes "pot holes" and determine the location and depth of all underground structures and utilities that are in the vicinity of and/or may be affected by the proposed improvement work prior to any construction work which could damage or conflict with said structures and/or utilities.

PROJECT TITLE & ADDRESS

PARK TOWN PLAZA

RETAIL BUILDING &
ASSOCIATED SITE
IMPROVEMENTS

Park Town Plaza
1400 S. Park Victoria Drive
Milpitas, CA 95035

CONTACT INFORMATION:

DEVELOPER

Associated Builders
4026 3rd Street, San Francisco, Ca 94124
TEL 415-285-6200

ARCHITECT

MVJ Architects
6026 Acacia Avenue Oakland, CA 94618
TEL 415.821.2432

CIVIL

Luk and Associates
738 Alfred Nobel Drive Hercules, CA 94547
TEL 510.724.3388

GEOTECHNICAL

Silicon Valley Soil Engineering
1916 O'Toole Way, San Jose, CA 95131
TEL 408.324.1400

3. Minimum cover for utilities in roadway (from top of pipe to roadway surface) shall be

provided (60" sanitary sewer, 42" water line in street, 48" water line in easement, 24"

storm line in street). Where the minimum cover cannot be achieved, such locations

shall be specifically identified on the plans and the method of protecting the pipe and

valve stems shall be indicated. The following solutions shall be subject to the City

- Engineer's approval:
- Use of ductile iron pipe and butterfly valves.
 - Concrete cap.
 - Any other solution devised by the Engineer and Contractor.

4. Water services and mains are to be separated a minimum of 10' horizontal distance and 1' vertical distance from sewer and recycled water laterals and mains. Potable water lines shall be above all storm drain, sanitary sewer and recycle water lines.

5. Separation between the Recycle water lines from other utilities; such as potable water,

fire protection and sanitary sewer; shall be in accordance with the City of Milpitas "Recycled (non-potable) Water Guidelines". Call (408) 586-3329 for a copy.

6. House sewers shall not be connected to laterals until sewers are tested.

7. One sanitary sewer lateral shall be constructed to each lot at the location to be staked in field by owner's engineer prior to construction. A backflow protection device

shall be installed per City Standard Drawing No. 624 when the elevation of the lowest

floor containing gravity waste drainage is less than one foot above the surface elevation of the nearest upstream public sewer structure (manhole, etc.).

8. Connections to existing water mains shall be approved by City Engineer. Contractor shall perform all excavation, prepare site, furnish all materials, install tapping tee, valve and all thrust blocks, backfill, restore surface, and clean up. All water

lines shall be installed with a trace wire per City Standard Drawing No. 752.

9. All water valves shall be clustered, unless otherwise directed by the City Engineer.

10. Each lot shall have separate water, sewer and storm drain services.

11. Water service pressure regulators and sewage backflow protection devices are shown on these plans for the information of the developer and City's Building Division. These items are not included in the Public Works inspection or acceptance.

12. All utility stubs, especially water line components, shall be capped.

13. Abandonment of existing water lines shall take place at the main line.

14. Contractors shall not turn water valves without prior approval from Utility Maintenance Supervisor at (408) 586-2640.

15. All metallic underground piping shall be protected against corrosion per City standard specifications.

16. The contractor is responsible for performing locating services for those facilities installed

by the contractor until such time as the work has been officially accepted by the City

of Milpitas. The marking, labeling, and timing of such locates shall be in conformance

with the requirements of Underground Service Alert.

SIGNING AND STRIPING

1. All signs shall conform to State of California, Traffic Manual, Chapter 4, and latest edition of "Uniform Sign Chart."

2. Signs shall be of standard size designated for each type in the Traffic Manual, except where noted otherwise.

3. Mounting shall conform to appropriate provisions of Chapter 4, Traffic Manual, and applicable "standard plans," State of California (Caltrans), latest edition, except where otherwise indicated on plans.

4. All traffic signs (except street nameplates) shall be of minimum .080 gage aluminum blanks with reflective faces of Scotchlite (engineer grade) or approved equal. Except, R1 and R2 signs which require high intensity.

5. Striping shall conform to appropriate provisions of Chapter 6, "Markings" of the Traffic Manual and Chapter XVI of the Maintenance Manual, State of California.

6. Striping paint for City streets shall be:
- Paint shall be TMT Pathway, or approved equal. Solvent-based paints shall not be used.
 - TMT Pathway #2675A5 water base white paint, or approved equal
 - TMT Pathway #2676A5 water base yellow paint, or approved equal
 - TMT Pathway #2677A7 water base black paint, or approved equal
 - Glass beads shall conform to State Specification No. 8010-11E-22 (Type II).

The certification requirements shall be submitted for ready mixed white and yellow paints.

7. Raised Pavement Markers of various types shall conform to Section 85, "Pavement Markers", of the State Standard Specifications, these Technical Provisions, and as shown on the plans.

8. Painted legends shall conform to standard sizes and patterns used by the City of Milpitas. Arrangements may be made to use the City's Stencils by calling (408) 586-2631.

STREET LIGHTS:

1. Splicing of street light conductor is permitted only in pull boxes.

2. Electroliers shall be connected to the closest underground secondary P.G.&E. source. Pull (junction) boxes shall be required at each electrolier and where more than one end of the cable is necessary to reach to electrolier, where shown on plans, and at service point where no P.G.&E. box is installed. Install in-line fuses at electroliers, in the hand hole of each pole. Fuses shall be installed on each energized lead, and shall be adequately sized and enclosed in a phenolic case. Head configuration shall be either double door mounted ballast or single door - swing down ballast. 120/240 volt ballasts shall be provided. Voltage and wattage of electroliers shall be as shown on the plans.

3. Street Light Numbers will be assigned by the City and installed on the poles by the contractor as directed by the Public Works Inspector.

DATE OF SURVEY

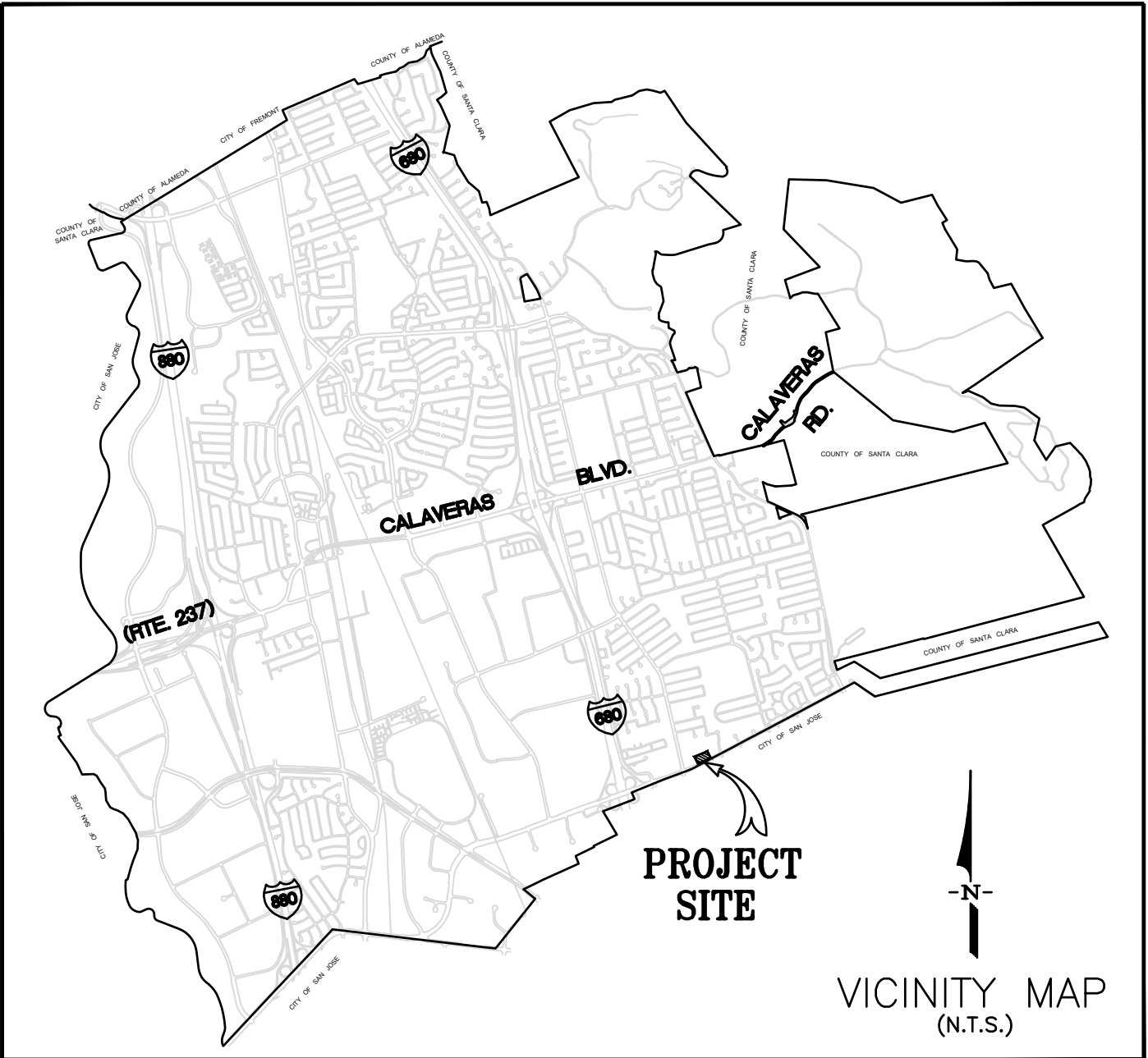
DATE OF FIELD SURVEY: JUNE 28, 2007 AS TO THE CONTROL SURVEY SURVEY OF THE SUBJECT PROPERTY. JUNE 22 AND 28, 2007 AS TO THE TOPOGRAPHIC SURVEY OF THE SUBJECT PROPERTY.

BASIS OF BEARINGS

THE BEARING FROM THE FOUND MONUMENT AT THE END OF CURVE AT LANDESS AVENUE TO THE FOUND MONUMENT AT THE INTERSECTION OF LANDESS AVENUE AND TREWOOD LANE AS SAID MONUMENTS, AVENUE AND LANE ARE SHOWN ON THAT CERTAIN PARCEL MAP, FILED DECEMBER 9, 1970 IN BOOK 276 OF MAPS AT PAGE 24 OF SANTA CLARA COUNTY RECORDS, WAS TAKEN AS: NORTH 62°04'14" EAST, (800.19' M-M MEASURED) AS THE BASIS OF BEARINGS FOR THIS SURVEY.

BENCHMARK

CITY OF MILPITAS BENCHMARK NO. LAN-SPV, BEING A 2" BRASS DISK (NO STAMP) IN A MONUMENT WELL AT THE CENTERLINE OF SOUTH PARK VICTORIA DRIVE 50'+/- NORTH OF THE CENTERLINE OF LANDESS AVENUE. ELEVATION = 105.076 FEET, VERTICAL DATUM: NAVD88 (ELEVATION= 102.336 N.G.V.D. 1929).



INDEX OF DRAWINGS

TITLE	SHEET
TITLE SHEET	1
TOPOGRAPHIC SURVEY & DEMOLITION PLAN	2
GRADING & STRIPING PLAN	3
UTILITY PLAN	4
CITY STANDARD DETAILS	5
CITY STANDARD DETAILS	6
EROSION CONTROL PLAN	7
BLUEPRINT FOR CLEAN BAY	8
CONDITIONS OF APPROVAL	9
FIRE PROTECTION U.G. PLAN	10 (FP-UG 1-2)

CITY OF MILPITAS
Engineering Division

Type text here

APPROVED

☐ As Submitted
☒ As Noted See Red Line Changes
☐ With Conditions

By: Steven Erickson 9/29/22

CIVIL ENGINEER: I hereby declare that I am the engineer of work for this project, that I have exercised responsible charge over the design of the project as defined in section 6703 of the business and professions codes, and that the design is consistent with current standards. The design shown hereon is necessary and reasonable and does not restrict any historic drainage flows from adjacent properties nor increase drainage to adjacent properties. The design includes principles and techniques to reduce quantity and improve the quality of storm water runoff, as required by NPDES. I understand that a check of project drawings and specifications by the City of Milpitas is confined to a review only and does not relieve me, as engineer of work, of my responsibilities for project design.

SIGNATURE _____ P.E. _____ SEAL _____
Firm: LUK & ASSOCIATES
Address: 738 ALFRED NOBEL DR. HERCULES, CA 94547
Telephone: 510-724-3388



SOILS ENGINEER: These plans have reviewed and found to be in substantial conformance with the intent and purpose of the geotechnical exploration report dated _____, prepared by _____.

(Name) _____ Date _____
Firm: _____ SEAL _____
Address: _____
Telephone: _____

GEOTECHNICAL REPORT:

Geotechnical Investigation report titled "Proposed Improvements Park Town Plaza" at 1350 S. Park Victoria Drive, Milpitas, California, Dated March 2021, performed by Silicon Valley Soil Engineering, 1916 O'Toole Way, San Jose Ca. 95131, Phone: 408-324-1400

Record Drawings

To be completed prior to acceptance of work by the City

Signature + Seal _____ Date _____

P.E. No. _____ Exp. _____

Public Works Inspector: _____

Revisions

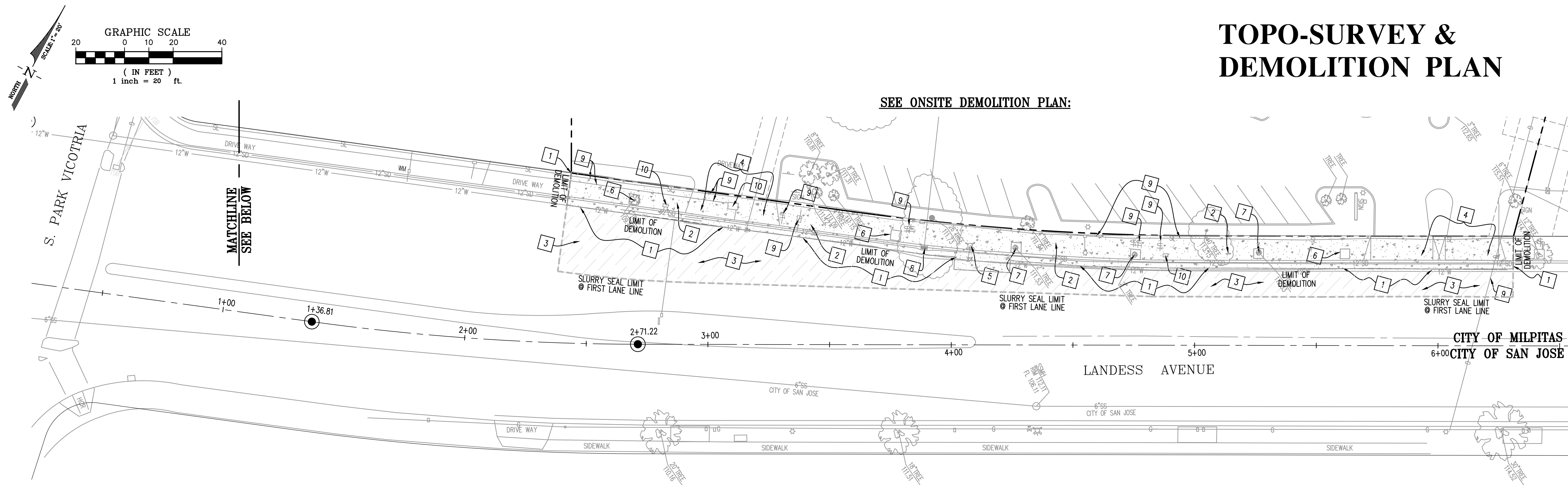
Num.	Date	By	Description	City Engr.	Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

Approved: Steven Erickson
City Engineer Date _____
Any changes to public improvements shall be approved by the City engineer.
Recommended for approval:
Fire Dept. NT Date: 10/3/2022
Engineering RA Date: 10/5/2022

Project No. PJ-5034
File No. 2-1199
E.P. No. E-EN21-0109
Sheet 1 of 10

TOPO-SURVEY & DEMOLITION PLAN



LEGEND

ABBREVIATIONS	DESCRIPTION	SYMBOL	EXISTING	DESCRIPTIONS
AC	ASPHALTIC CONCRETE	---		PROPERTY LINE (P)
BSW	BACK OF SIDEWALK	---		CENTERLINE (C)
CB	CATCH BASIN	---		CAL WATERLINE
CO	CLEAN OUT	---	8" W	JOINT TRENCH
CONC	CONCRETE	---	JT	TELEVISION CABLE LINE
DI	DRAIN INLET	---	TV	ELECTRICAL LINE
DOM	DOMESTIC WATER PIPE	---	E	TELEPHONE LINE
DWY	DRIVEWAY	---	PHONE	GAS LINE
DWY LIP	DRIVEWAY LIP	---	G	SANITARY SEWER LINE
E	EXISTING	---	8" SS	SANITARY SEWER MANHOLE
EB	ELECTRICAL BOX	---	SDMH	STORM DRAIN MANHOLE
EP	EDGE OF PAVEMENT	---	18" SD	STORM DRAIN LINE
EX	EXISTING	---	GRD	CATCH BASIN, DRAIN INLET
FC	FACE OF CURB	---	CO	AND AREA DRAIN
FIRE	FIRE WATER PIPE	---	GR	SANITARY SEWER CLEANOUT
FL	FLOW LINE	---	GV	FOUND STANDARD CITY MONUMENT
G	GAS	---	PG&E	FIRE HYDRANT (FH), VALVE
GM	GAS METER	---	PM	WATER METER
GRD	GROUND ELEVATION	---	SD	
GR	GRATE ELEVATION	---	SS	GROUND ELEVATION
GV	GAS VALVE	---	ST	TOP OF PAVING ELEVATION
PG&E	PACIFIC GAS & ELECTRIC	---	SUBD.	TOP OF CURB
PM	PARKING METER	---	TEL	TOP OF WALL
SD	STORM DRAIN	---	TV	
SS	SANITARY SEWER	---	UV	6" VERTICAL CURB
ST	STREET	---	W	
SUBD.	SUBDRAIN PIPE	---	WV	CONCRETE CURB AND GUTTER
TEL	TELEPHONE	---		CONTOUR LINE
TV	TELEVISION	---		ELECTROLIER
UV	UNDERGROUND VAULT	---		UTILITY POLE
W	WATER	---		TRAFFIC SIGN
WV	WATER VALVE	---		GUY WIRE
		---		CONSTRUCTION NOTE

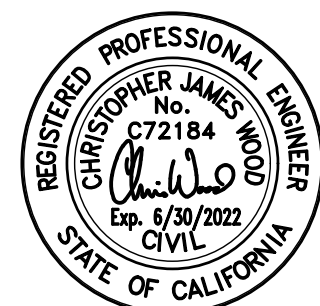
CITY NOTES:

- CONTRACTOR TO PROTECT ALL EXISTING UTILITIES IN THE SIDEWALK DURING REMOVAL AND REPLACEMENT WORK, INCLUDING BUT NOT LIMITED TO STREETLIGHT.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT CONCRETE MIX DESIGNS FOR SIDEWALK, CURB/GUTTER, AND DRIVEWAY REPLACEMENT AND CERTIFICATES OF COMPLIANCE FOR CLASS II AGGREGATE BASE MATERIAL PROPOSED TO BE USED ON THE PROJECT FOR REVIEW. CONCRETE MIX DESIGNS SHALL MEET CITY STANDARD SPECIFICATION REQUIREMENTS. CLASS II AGGREGATE BASE MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF CALTRANS STANDARD SPECIFICATIONS.

DEMOLITION NOTES:

- LIMIT OF DEMOLITION. CONTRACTOR SHALL CONFORM TO EXISTING GRADE AND PROVIDE SMOOTH TRANSITION.
- SAW CUT AND REMOVE EXISTING EXISTING CONCRETE SIDEWALK, CURB, AND GUTTER FOR CONSTRUCTION OF NEW IMPROVEMENTS ALONG ENTIRE LANDESS AVE FRONTAGE (FROM EAST TO WEST PROPERTY LINES) PER COA-18. REPLACEMENT SHALL EXTEND TO NEAREST JOINT LINE AT LIMIT OF WORK, AND SHALL BE SAW-CUT TO PROVIDE A CLEAN EDGE. REFER TO IMPROVEMENT PLAN (SHEET 3) FOR MORE INFORMATION.
- EXISTING ASPHALT CONCRETE PAVEMENT TO REMAIN. SEE IMPROVEMENT PLANS (SHEET 3) FOR RESURFACING REQUIREMENTS.
- SAW CUT AND REMOVE EXISTING DRIVEWAY. REFER TO IMPROVEMENT PLANS (SHEET 3) FOR MORE INFORMATION.
- EXISTING FIRE HYDRANT TO REMAIN. CONTRACTOR SHALL ADJUST TO MATCH FINAL GRADE AND PROTECT DURING THE ENTIRE CONSTRUCTION PERIOD, IF DAMAGE CONTRACTOR SHALL PAY FOR EXPENSE.
- EXISTING TREE WELL/PLANTER AREA TO REMAIN. CONTRACTOR SHALL MEASURE AND RECORD SIZE OF EXISTING PLANTER BOX. REFER TO IMPROVEMENT PLANS (SHEET 3) FOR MORE INFORMATION.
- EXISTING TREE TO REMAIN AND SHALL BE PROTECTED BY ORANGE TEMPORARY CONSTRUCTION FENCING OR A SILT FENCE. NO DEMOLITION SHALL BEGIN UNTIL THE FENCING IS IN PLACE. CONTRACTOR SHALL PROTECT EXISTING TREE AND IRRIGATION SYSTEM DURING THE CONSTRUCTION PERIOD AND PROVIDE WATER. CONTRACTOR SHALL MEASURE AND RECORD SIZE OF EXISTING PLANTER BOX. REFER TO IMPROVEMENT PLANS (SHEET 3) FOR MORE INFORMATION.
- EXISTING CATCH BASIN AND STORM DRAIN PIPE TO REMAIN. CONTRACTOR SHALL PROTECT THEM DURING THE ENTIRE CONSTRUCTION PERIOD.
- PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY THAT EXISTING UNDERGROUND UTILITY LINES WILL NOT CONFLICT WITH NEW IMPROVEMENTS. CONTRACTOR SHALL PROTECT DURING ENTIRE CONSTRUCTION PERIOD.
- EXISTING INTER CONNECT TO REMAIN. CONTRACTOR SHALL ADJUST TO MATCH FINAL GRADE AND PROTECT DURING THE ENTIRE CONSTRUCTION PERIOD, IF DAMAGE CONTRACTOR SHALL PAY FOR EXPENSE.

CIVIL ENGINEER: I hereby declare that I am the engineer of work for this project, that I have exercised responsible charge over the design of the project as defined in section 6703 of the business and professions codes, and that the design is consistent with current standards. The design shown hereon is necessary and reasonable and does not restrict any historic drainage flows from adjacent properties nor increase drainage to adjacent properties. The design includes principles and techniques to reduce quantity and improve the quality of storm water runoff, as required by NPDES. I understand that the check of project drawings and specifications by the City of Milpitas is confined to a review only and does not relieve me, as engineer of work, of my responsibilities for project design.



SIGNATURE _____ P.E. _____ SEAL _____
 Firm: LUJK & ASSOCIATES
 Address: 738 ALFRED NOBEL DR. HERCULES, CA 94547
 Telephone: 510-724-3388

SOILS ENGINEER: These plans have been reviewed and found to be in substantial conformance with the intent and purpose of the geotechnical exploration report dated _____, prepared by _____.

(Name) _____ Date _____
 Firm: _____ SEAL _____
 Address: _____
 Telephone: _____

Record Drawings

To be completed prior to acceptance of work by the City

Signature + Seal _____ Date _____
 P.E. No. _____ Exp. _____
 Public Works Inspector: _____

Revisions

Num.	Date	By	Description	City Engr. Aprv. Date

CITY OF MILPITAS ENGINEERING DIVISION

Approved: *Steven Erickson*
 City Engineer Date _____
 Any changes to public improvements shall be approved by the City Engineer.
 Recommended for approval: 10/3/2022
 Fire Dept. N / Date: 10/5/2022
 Engineering R / Date: 10/5/2022
 Project No. PJ-5034
 File No. 2-1199
 E.P. No. E-EN21-0109
 Sheet 2 of 10

GRADING & STRIPING PLAN

LEGEND

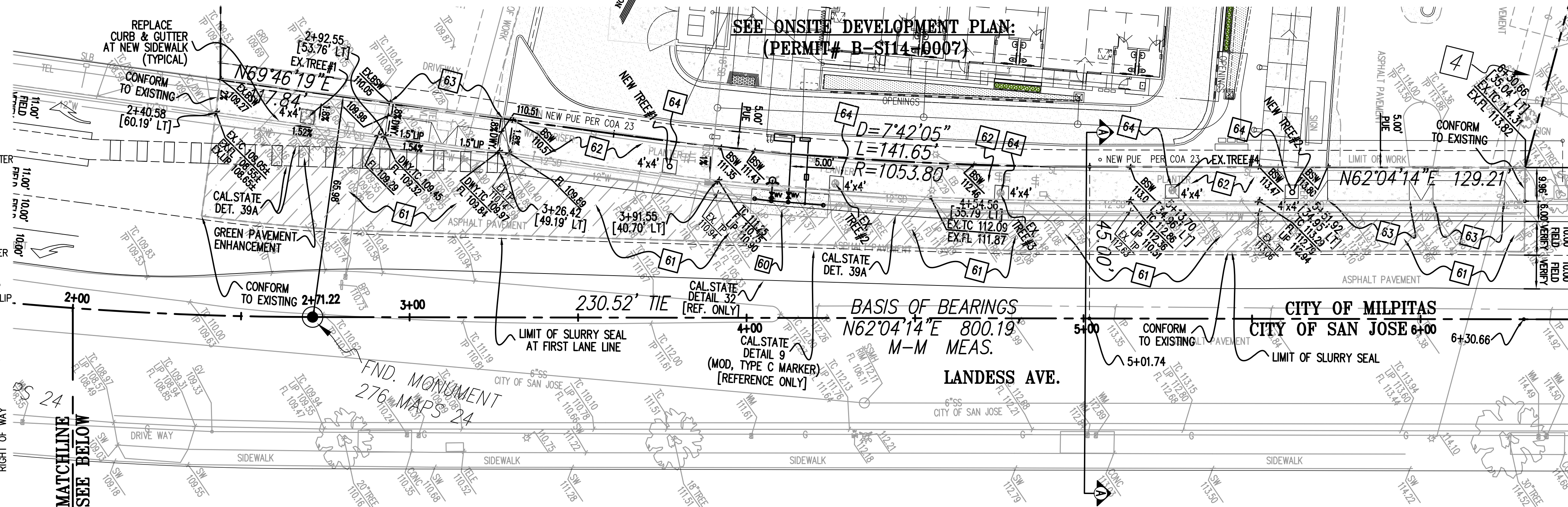
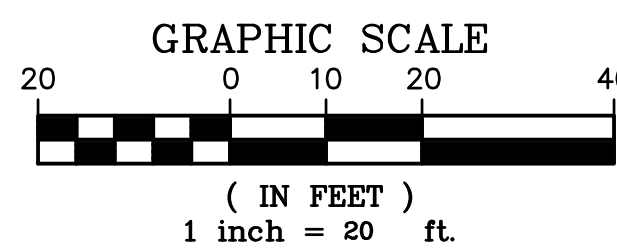
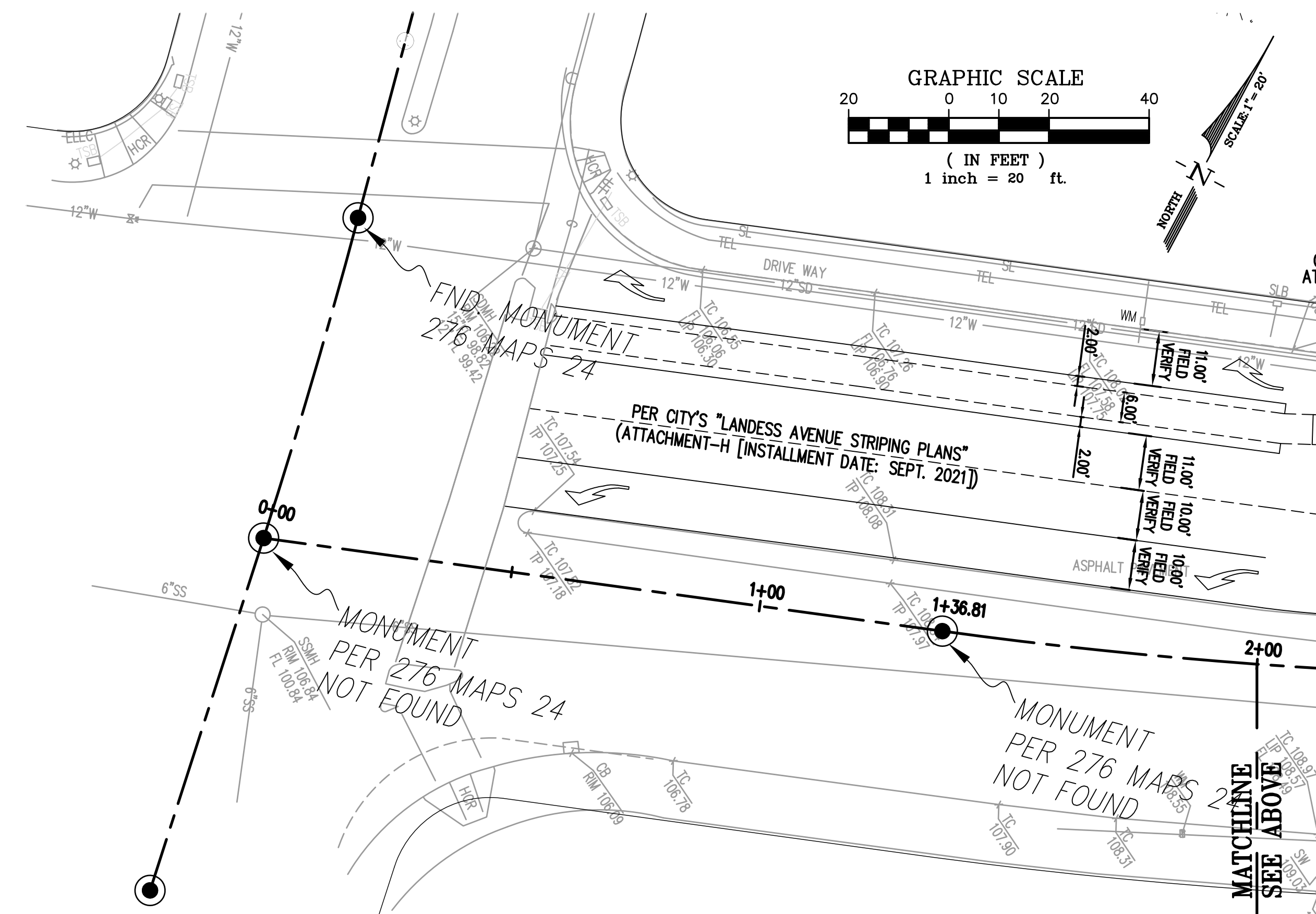
SYMBOL EXISTING	DESCRIPTIONS	ABBREVIATIONS	DESCRIPTION
---	PROPERTY LINE ()	AC	ASPHALTIC CONCRETE
---	CENTERLINE (C)	BSW	BACK OF SIDEWALK
---	CAL WATERLINE	CB	CATCH BASIN
---	JOINT TRENCH	CO	CLEAN OUT
---	TELEVISION CABLE LINE	CONC	CONCRETE
---	ELECTRICAL LINE	DI	DRAIN INLET
---	TELEPHONE LINE	DOM.	DOMESTIC WATER PIPE
---	GAS LINE	DWY	DRIVEWAY LIP
---	SANITARY SEWER LINE	E	EXISTING
---	SANITARY SEWER MANHOLE	EB	ELECTRICAL BOX
---	STORM DRAIN MANHOLE	EP	EDGE OF PAVEMENT
---	STORM DRAIN LINE	EX	EXISTING
---	CATCH BASIN, DRAIN INLET AND AREA DRAIN	FC	FACE OF CURB
---	SEWER CLEANOUT	FIRE	FIRE WATER PIPE
---	FOUND CITY MONUMENT	FL	FLOW LINE
---	FIRE HYDRANT (FH), VALVE	G	GAS
---	WATER METER	GM	GAS METER
---	GROUND ELEVATION	GRD	GROUND ELEVATION
---	TOP OF PAVING ELEVATION	GR	GRATE ELEVATION
---	TOP OF CURB	PG&E	PACIFIC GAS & ELECTRIC
---	TOP OF WALL	PM	PARKING METER
---	6" VERTICAL CURB	SD	STORM DRAIN
---	CONCRETE CURB AND GUTTER	SS	SANITARY SEWER
---	CONTOUR LINE	ST	STREET
---	ELECTROLIER	SUBD.	SUBDRAIN PIPE
---	UTILITY POLE	TEL	TELEPHONE
---	TRAFFIC SIGN	TV	TELEVISION
---	GUY WIRE	UV	UNDERGROUND VAULT
---	CONSTRUCTION NOTE	W	WATER
---	CITY MONUMENT	WV	WATER VALVE

LEGEND

SYMBOL PROPOSED	DESCRIPTIONS
---	PROPERTY LINE ()
---	CENTERLINE (C)
---	EASEMENT
---	SLURRY SEAL LIMIT
---	CAL WATERLINE
---	WATER METER
---	GUTTER LIP
---	GUTTER FLOWLINE
---	TOP OF CURB
---	TOP OF PAVEMENT
---	CONCRETE CURB AND GUTTER
---	DRAINAGE FLOW/DIRECTION OF FLOW
---	CONSTRUCTION NOTES
---	CITY CURB, GUTTER, AND SIDEWALK TO BE REPLACED PER CITY STANDARD DETAILS
---	AC PAVEMENT CONFORM STRIP TO BE INSTALLED AT GUTTER LIP PER CITY STANDARD DETAILS
---	AC PAVEMENT ROAD SURFACE TO BE SLURRY SEALED AND RESTRIPE TO MATCH EX. PER CITY STANDARD DETAILS

LANDESS AVE. (SECTION A-A)

NOT TO SCALE



CITY NOTES

- NOTE: ANY DAMAGED PUBLIC INFRASTRUCTURE SHALL BE RESTORED TO MATCH CITY STANDARD DETAILS.
- NOTE: THE CONTRACTOR SHALL RESTORE ALL PERMANENT PAVEMENT STRIPING AND MARKING THAT IS REMOVED OR DAMAGED DURING THE CONSTRUCTION. PER MUTCD STANDARDS. THE WORK SHALL INCLUDE THE REMOVAL OF EXISTING DAMAGED MARKING WHERE REQUIRED PER MUTCD STANDARDS.
- NOTE: DURING CONSTRUCTION, AN ARBORIST SHALL BE PRESENT TO EVALUATE AND MAINTAIN THE EXISTING TREES IN THE PUBLIC RIGHT OF WAY. AND THE OWNER WILL BE RESPONSIBLE FOR THE FUTURE MAINTENANCE.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT CONCRETE MIX DESIGNS FOR SIDEWALK, CURB/GUTTER, AND DRIVEWAY REPLACEMENT AND CERTIFICATES OF COMPLIANCE FOR CLASS II AGGREGATE BASE MATERIAL PROPOSED TO BE USED ON THE PROJECT FOR REVIEW. CONCRETE MIX DESIGNS SHALL MEET CITY STANDARD SPECIFICATION REQUIREMENTS. CLASS II AGGREGATE BASE MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF CALTRANS STANDARD SPECIFICATIONS.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT THE ASPHALT CONCRETE MIX DESIGN FOR THE AC CONCRETE PLUG ALONG LANDESS AVENUE ADJACENT TO THE NEW CURB AND GUTTER AND FOR UTILITY EXCAVATION AND PAVEMENT REPAIR FOR REVIEW. THE MIX DESIGN SHALL CONFORM TO THE REQUIREMENTS OF THE MOST CURRENT VERSION OF CALTRANS SPECIFICATIONS SECTION 39.
- SLURRY SEAL WORK SHALL MEET THE REQUIREMENTS OF THE MOST CURRENT CALTRANS STANDARD SPECIFICATIONS.

TREE SCHEDULE

NUMBER	SIZE	TYPE*	CONDITION*	FUTURE MAINTENANCE*
EX.TREE#1	4" DIAM.	MAGNOLIA		CITY OF MILPITAS
EX.TREE#2	2" DIAM.	MAGNOLIA		CITY OF MILPITAS
EX.TREE#3	2" DIAM.	MAGNOLIA		CITY OF MILPITAS
EX.TREE#4	2" DIAM.	MAGNOLIA		CITY OF MILPITAS
NEW TREE#1	24" BOX	MAGNOLIA	NEW	CITY OF MILPITAS
NEW TREE#2	24" BOX	MAGNOLIA	NEW	CITY OF MILPITAS

* TO BE PROVIDED BY ARBORIST

APPLICANT SHALL SUBMIT AN ARBORIST REPORT OF ALL EXISTING STREET TREES PRIOR TO THE ISSUANCE OF THE ENCROACHMENT PERMIT FOR THE OFFSITE WORK.

PUBLIC IMPROVEMENT NOTES:

- BACKFILL UTILITY TRENCH PER CITY STANDARD DETAIL NO. 220, "TRENCH CONSTRUCTION." REPLACE AC PAVEMENT PER CITY STANDARD DETAIL NO. 222, "PAVEMENT RESTORATION." SEE UTILITY PLAN (SHEET-4), UTILITY PROFILE DETAIL (SHEET-4), AND UTILITY TRENCH SECTION DETAIL (SHEET-5 DETAIL-220) FOR MORE INFORMATION.
- SLURRY SEAL STREET PAVEMENT TO LIMITS SHOWN AND RESTRIPE STREET TO MATCH EXISTING. PROVIDE AC-BASE-REPAIR OF FAILED PAVEMENT AREAS (AS REQUIRED BY CITY) AS FOLLOWS: SAW-CUT FAILED AC, INSTALL 6" MINIMUM THICKNESS AC, OR EQUAL TO EXISTING SECTION, WHICHEVER IS GREATER, PER CITY STANDARD DETAIL 222, AND AS DIRECTED BY THE PUBLIC WORKS INSPECTOR. SLURRY SEAL WORK SHALL OCCUR ONLY AFTER COMPLETION OF ALL UTILITY WORK AND ALL CURB, GUTTER, AND SIDEWALK REPLACEMENT WORK, AS REQUIRED BY CITY. ALL STRIPING THAT IS COVERED BY THE PROPOSED SLURRY SEAL SHALL BE REINSTALLED TO MATCH EXISTING CONDITIONS, INCLUDING ANY NEW STRIPING INSTALLED BY CITY (BIKE LANES, ETC) AS PART OF THEIR EXPECTED STREET IMPROVEMENT WORK SCHEDULED FOR SEPTEMBER 2021.
- INSTALL CONCRETE SIDEWALK, CURB, GUTTER, AND 12" ASPHALT PLUG, PER CITY STANDARD DETAIL NO. 426, "COMMERCIAL SIDEWALK," AND NO. 410, "CURB AND GUTTER," INCLUDING 1-FOOT MINIMUM WIDTH AC CONFORM STRIP/PLUG AT GUTTER LIP PER SECTION DETAIL ON THIS SHEET. SIDEWALK, CURB, & GUTTER REPLACEMENT SHALL EXTEND TO NEAREST JOINT AND SHALL BE SAW-CUT TO PROVIDE CLEAN EDGE.
- INSTALL DRIVEWAY PER CITY STANDARD DETAIL NO. 432, "COMMERCIAL/INDUSTRIAL DRIVEWAY WITH FLARES."
- ENSURE EDGES OF CONCRETE (SIDEWALK) AROUND EXISTING PLANTER BOX (4'x4'), MATCH EXISTING PLANTER BOX SIZE. SEE DEMOLITION PLAN (SHEET 2) FOR MORE INFORMATION. EXISTING TREES TO REMAIN (4 LOCATIONS), NEW TREES TO BE PLANTED IN VACANT TREE WELLS (2 LOCATIONS). TREE SPECIES IS "MAGNOLIA".

PUBLIC STRIPING NOTES:

- GENERAL NOTE: PRIOR TO SLURRY SEALING STREET, VERIFY EXISTING LANE STRIPING LOCATIONS. NEW STRIPING TO MATCH EXISTING LAYOUT CONDITIONS.
- "LANE LINE - DETAIL 10" PER CALTRANS STANDARD DETAIL "A20A".
- "CHANNELIZING LANE - DETAIL 38C" PER CALTRANS STANDARD DETAIL "A20D"
- STRIPE RIGHT TURN ARROW "TYPE III - RIGHT" PER CALTRANS STANDARD DETAIL "A24B".
- STRIPE LEFT TURN ARROW "TYPE III - LEFT" PER CALTRANS STANDARD DETAIL "A24B".
- PROTECT EXISTING IN GROUND LOOP DETECTORS AT INTERSECTION OF LANDESS AVE. AND S. PARK VICTORIA, AS FOUND IN THE FIELD, AS REQUIRED BY THE CITY.

CIVIL ENGINEER: I hereby declare that I am the engineer of work for this project, that I have exercised responsible charge over the design of the project as defined in section 6703 of the business and professions codes, and that the design is consistent with current standards. The design shown hereon is necessary and reasonable and does not restrict any historic drainage flows from adjacent properties nor increase drainage to adjacent properties. The design includes principles and techniques to reduce quantity and improve the quality of storm water runoff, as required by NPDES. I understand that the check of project drawings and specifications by the City of Milpitas is confined to a review only and does not relieve me, as engineer of work, of my responsibilities for project design.

SIGNATURE _____ P.E. _____ SEAL _____
 Firm: LUK & ASSOCIATES
 Address: 738 ALFRED NOBEL DR. HERCULES, CA 94547
 Telephone: 510-724-3388



SOILS ENGINEER: These plans have reviewed and found to be in substantial conformance with the intent and purpose of the geotechnical exploration report dated _____, prepared by _____.

(Name) _____ Date _____
 Firm: _____ SEAL _____
 Address: _____
 Telephone: _____

Record Drawings

To be completed prior to acceptance of work by the City

Signature + Seal _____ Date _____
 P.E. No. _____ Exp. _____
 Public Works Inspector: _____

Revisions

Num.	Date	By	Description	City Engr. Appr. Date
9	03/29/2021	LUK-OW	SITE IMPROVEMENT RE-SUBMITTAL	

CITY OF MILPITAS ENGINEERING DIVISION

Approved: Steven Erickson
 City Engineer Date
 Any changes to public improvements shall be approved by the City engineer.
 Recommended for approval: 10/3/2022
 Fire Dept./UT Date: 10/5/2022
 Engineering Date: 10/5/2022
 Project No. PJ-5034
 File No. 2-1199
 E.P. No. E-EN21-0109
 Sheet 3 of 10

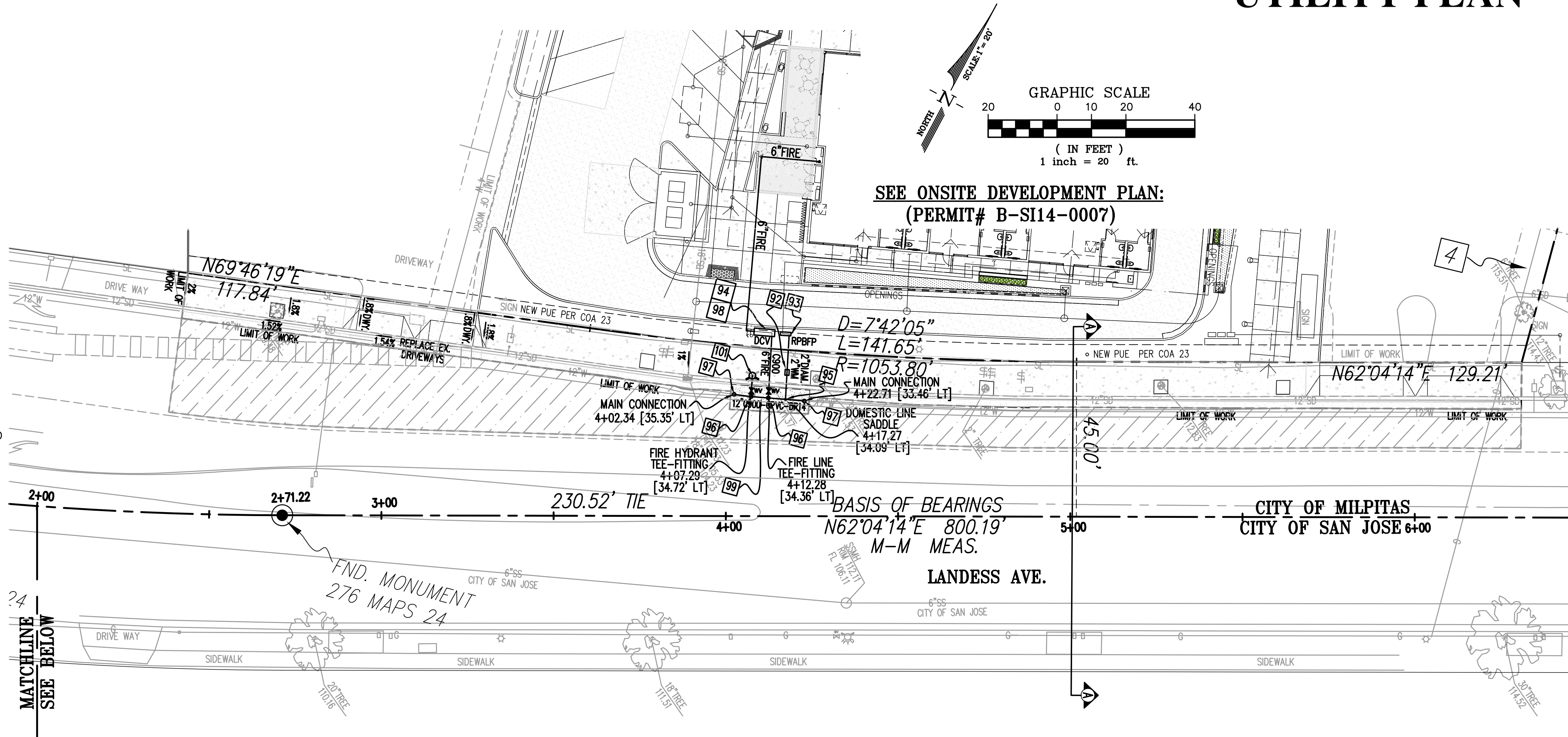
UTILITY PLAN

LEGEND

SYMBOL EXISTING	DESCRIPTIONS	ABBREVIATIONS	DESCRIPTION
---	PROPERTY LINE ()	AC	ASPHALTIC CONCRETE
---	CENTERLINE (C)	BSW	BACK OF SIDEWALK
---	CAL WATERLINE	CB	CATCH BASIN
---	JOINT TRENCH	CO	CLEAN OUT
---	TELEVISION CABLE LINE	CONC	CONCRETE
---	ELECTRICAL LINE	DI	DRAIN INLET
---	PHONE	DOM.	DOMESTIC WATER PIPE
---	GAS LINE	DWY	DRIVEWAY
---	SANITARY SEWER LINE	DWY LIP	DRIVEWAY LIP
---	SANITARY SEWER MANHOLE	E	EXISTING
---	STORM DRAIN MANHOLE	EB	ELECTRICAL BOX
---	STORM DRAIN LINE	EP	EDGE OF PAVEMENT
---	CATCH BASIN, DRAIN INLET AND AREA DRAIN	EX	EXISTING
---	SEWER CLEANOUT	FC	FACE OF CURB
---	FOUND CITY MONUMENT	FIRE	FIRE WATER PIPE
---	FIRE HYDRANT (FH), VALVE	FL	FLOW LINE
---	WATER METER	G	GAS
---	GROUND ELEVATION	GM	GAS METER
---	TOP OF PAVING ELEVATION	GRD	GROUND ELEVATION
---	TOP OF CURB	GR	GRATE ELEVATION
---	TOP OF WALL	GV	GAS VALVE
---	6" VERTICAL CURB	PG&E	PACIFIC GAS & ELECTRIC
---	CONCRETE CURB AND GUTTER	PM	PARKING METER
---	CONTOUR LINE	SD	STORM DRAIN
---	ELECTROLIER	SD	SANITARY SEWER
---	UTILITY POLE	ST	STREET
---	TRAFFIC SIGN	SUBD.	SUBDRAIN PIPE
---	GUY WIRE	TEL	TELEPHONE
---	CITY MONUMENT	TV	TELEVISION
---		UV	UNDERGROUND VAULT
---		W	WATER
---		WV	WATER VALVE

LEGEND

SYMBOL PROPOSED	DESCRIPTIONS
---	PROPERTY LINE ()
---	CENTERLINE (C)
---	EASEMENT
---	SLURRY SEAL LIMIT
---	CAL WATERLINE
---	WATER METER
---	GUTTER LIP
---	GUTTER FLOWLINE
---	TOP OF CURB
---	TOP OF PAVEMENT
---	CONCRETE CURB AND GUTTER
---	DRAINAGE FLOW/DIRECTION OF FLOW
---	CONSTRUCTION NOTES
---	CITY CURB, GUTTER, AND SIDEWALK TO BE REPLACED PER CITY STANDARD DETAILS
---	AC PAVEMENT CONFORM STRIP TO BE INSTALLED AT GUTTER LIP PER CITY STANDARD DETAILS
---	AC PAVEMENT ROAD SURFACE TO BE SLURRY SEALED AND RESTRIPTED TO MATCH EX. PER CITY STANDARD DETAILS



SEE ONSITE DEVELOPMENT PLAN:
(PERMIT# B-SI14-0007)

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

BASIS OF BEARINGS

N62°04'14\"/>

M-M MEAS.

LANDESS AVE.

CITY OF MILPITAS
CITY OF SAN JOSE

CITY NOTES

- NOTE: ANY DAMAGED PUBLIC INFRASTRUCTURE SHALL BE RESTORED TO MATCH CITY STANDARD DETAILS.
- NOTE: THE CONTRACTOR SHALL RESTORE ALL PERMANENT PAVEMENT STRIPING AND MARKING THAT IS REMOVED OR DAMAGED DURING THE CONSTRUCTION, PER MUTCD STANDARDS. THE WORK SHALL INCLUDE THE REMOVAL OF EXISTING DAMAGED MARKING WHERE REQUIRED PER MUTCD STANDARDS.
- NOTE: DURING CONSTRUCTION, AN ARBORIST SHALL BE PRESENT TO EVALUATE AND MAINTAIN THE EXISTING TREES IN THE PUBLIC RIGHT OF WAY. AND THE OWNER WILL BE RESPONSIBLE FOR THE FUTURE MAINTENANCE.
- CONTRACTOR SHALL CONTACT USA PRIOR TO ANY EXCAVATION.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT CONCRETE MIX DESIGNS FOR SIDEWALK, CURB/GUTTER, AND DRIVEWAY REPLACEMENT AND CERTIFICATES OF COMPLIANCE FOR CLASS II AGGREGATE BASE MATERIAL PROPOSED TO BE USED ON THE PROJECT FOR REVIEW. CONCRETE MIX DESIGNS SHALL MEET CITY STANDARD SPECIFICATION REQUIREMENTS, CLASS II AGGREGATE BASE MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF CALTRANS STANDARD SPECIFICATIONS.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT THE ASPHALT CONCRETE MIX DESIGN FOR THE AC CONCRETE PLUG ALONG LANDESS AVENUE ADJACENT TO THE NEW CURB AND GUTTER AND FOR UTILITY EXCAVATION AND PAVEMENT REPAIR FOR REVIEW. THE MIX DESIGN SHALL CONFORM TO THE REQUIREMENTS OF THE MOST CURRENT VERSION OF CALTRANS SPECIFICATIONS SECTION 39.
- SLURRY SEAL WORK SHALL MEET THE REQUIREMENTS OF THE MOST CURRENT CALTRANS STANDARD SPECIFICATIONS.
- ALL WORK SHALL BE IN ACCORDANCE WITH CITY STANDARD DETAILS.

PUBLIC UTILITY NOTES:

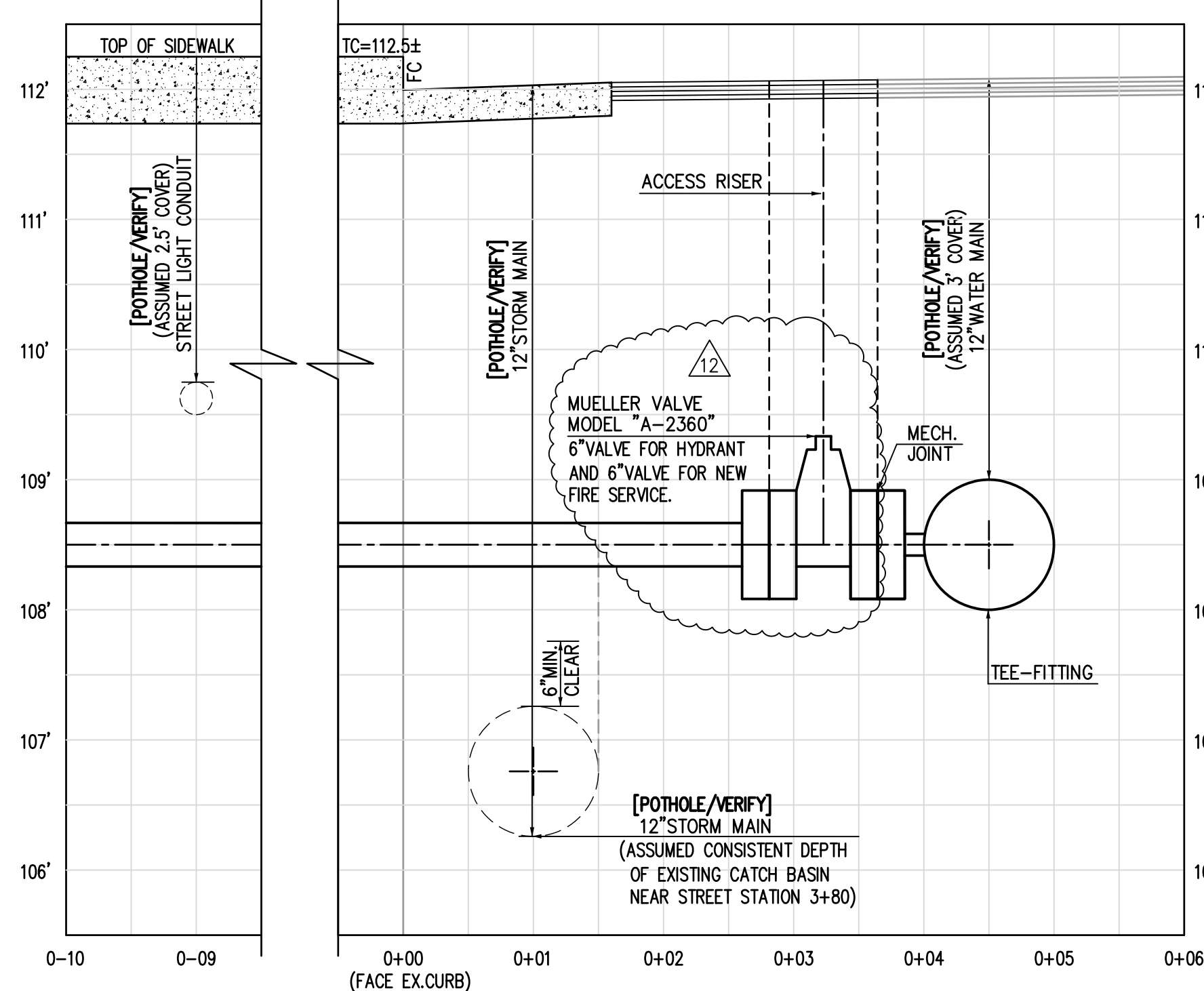
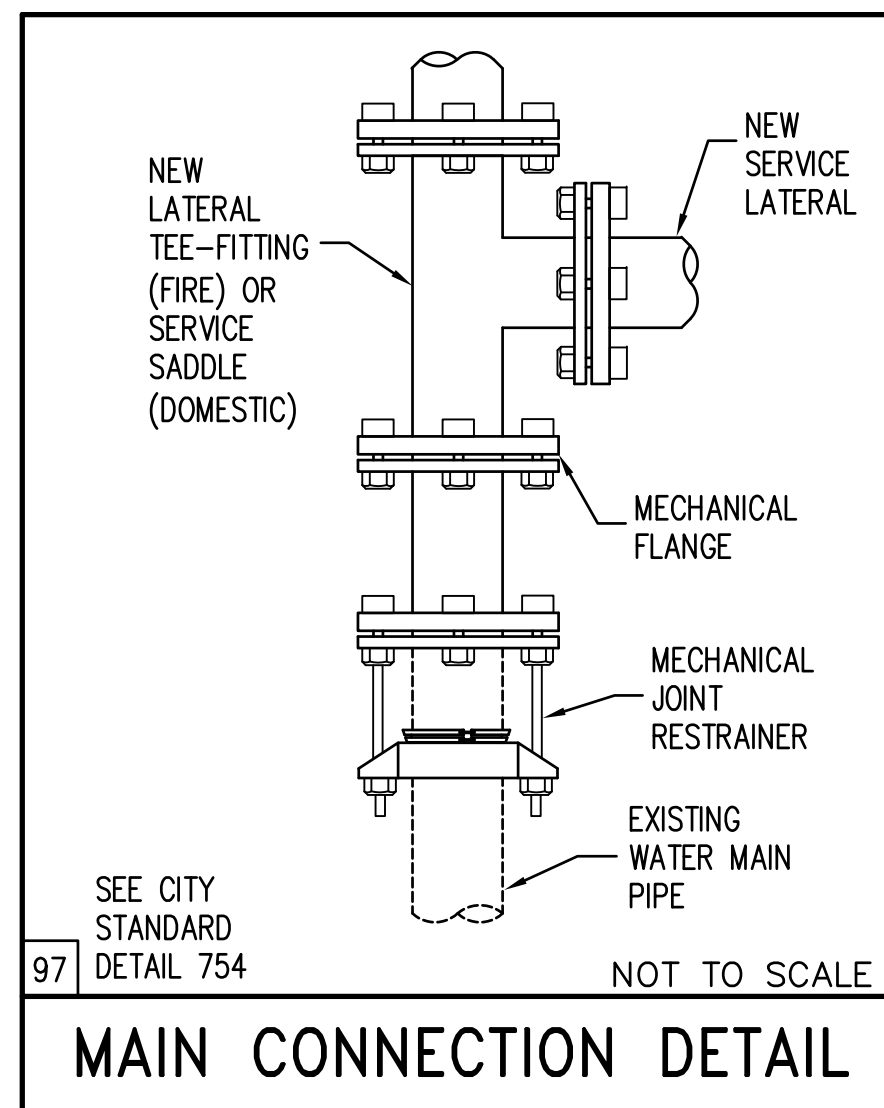
- INSTALL DOMESTIC WATER LATERAL AND METER PER APPROPRIATE CITY STANDARD DETAIL. BACKFILL TRENCH PER DETAIL NO. 220, "TRENCH CONSTRUCTION". CONTRACTOR TO VERIFY LATERAL SIZE WITH PLUMBING PLAN PRIOR TO CONSTRUCTION. ALL WATER SERVICE LATERALS SHALL BE SHOWN ON THIS PLAN AND FOLLOW CITY STANDARD DETAILS.
- INSTALL DOMESTIC WATER SERVICE REDUCED PRESSURE BACKFLOW PREVENTOR PER CITY STANDARD DETAIL NO. 734, "REDUCED PRESSURE PRINCIPAL BACKFLOW PREVENTER."
- INSTALL FIRE WATER LATERAL PER APPROPRIATE CITY STANDARD DETAIL. INSTALL BACKFLOW PREVENTION ASSEMBLY PER CITY STANDARD DETAIL NO. 730, "DOUBLE CHECK DETECTOR BACKFLOW PREVENTION ASSEMBLY FOR ON-SITE FIRE SERVICE." BACKFILL TRENCH PER DETAIL NO. 220, "TRENCH CONSTRUCTION." CONTRACTOR TO VERIFY LATERAL SIZE WITH PLUMBING PLAN PRIOR TO CONSTRUCTION.
- CONNECT TO WATER MAIN (SADDLE) PER DETAIL NO. 726 FOR DOMESTIC LATERAL. BACKFILL TRENCH PER DETAIL NO. 220, "TRENCH CONSTRUCTION".
- CONNECT TO WATER MAIN (TEE-FITTING) FOR FIRE SERVICE (OR FIRE HYDRANT) LATERAL. BACKFILL TRENCH PER DETAIL NO. 220, "TRENCH CONSTRUCTION".
- REMOVE PORTION OF EXISTING MAIN AND REPLACE WITH NEW PIPE AS SHOWN. MAKE CONNECTION TO EXISTING WATER MAIN PER "MAIN CONNECTION DETAIL" ON THIS SHEET.
- CONTRACTOR TO OBTAIN FIRE DEPARTMENT PERMIT REVIEW, AND APPROVAL FOR FIRE SERVICE DOWNSTREAM OF THE DCV PRIOR TO END OF CONSTRUCTION.
- INSTALL NEW 12" C900-CPVC-DR14 WATER MAIN SECTION, AS SHOWN.
- INSTALL NEW 2" TYPE "K" COPPER DOMESTIC WATER SERVICE AND 2" METER PER CITY STANDARD DRAWING NO. 726 (WITHOUT FIRE SPRINKLERS), AND INSTALL REMOTE READ END-POINT-TRANSMITTER IN WATER METER WITH ANTENNA PER CITY STANDARD DRAWING NO. 729.
- RESET EXISTING FIRE HYDRANT AS REQUIRED PER WATER MAIN REPLACEMENT WORK. THE RESET HYDRANT SHALL COMPLY WITH CITY STANDARD DETAIL NO. 742. CONTRACTOR SHALL PROTECT EXISTING HYDRANT THROUGHTOUT ENTIRE CONSTRUCTION PROCESS.

NOTES:

- For F.H. and F.S., No gate valve needed on the main line.
- Where existing pipe joint is located within 3 feet of point of connection, remove and replace pipe to joint.
- Contractor shall remove and properly dispose of existing pipe valves, fittings, and thrust blocks as necessary to make connection.
- Only City forces may operate existing water valves.
- Pressure test & disinfect new water main and receive approval from City prior to making connection to existing system.
- Swab Tie-in pieces with disinfectant prior to installation and coordinate w/ City to flush connection immediately after installation per AWWA standards.
- Valves shall be flanged to tees and shall be installed per City STD 702.
- Gasket material shall be EPDM.

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING	
REVISION	DATE	NO. 754	
1	2017	DATE : 5/25/17	
APPROVED BY: <i>[Signature]</i>		SHEET 1 OF 1	
ACTING CITY ENGINEER		RCE No. 58710	



FIRE-SERVICE PROFILE

SCALE: 1"=1' H
1"=1' V

CIVIL ENGINEER: I hereby declare that I am the engineer of work for this project, that I have exercised responsible charge over the design of the project as defined in section 6703 of the business and professions codes, and that the design is consistent with current standards. The design shown hereon is necessary and reasonable and does not restrict any historic drainage flows from adjacent properties nor increase drainage to adjacent properties. The design includes principles and techniques to reduce quantity and improve the quality of storm water runoff, as required by NPDES. I understand that the check of project drawings and specifications by the City of Milpitas is confined to a review only and does not relieve me, as engineer of work, of my responsibilities for project design.

SIGNATURE _____ P.E. _____ SEAL _____
Firm: LUK & ASSOCIATES
Address: 738 ALFRED NOBEL DR. HERCULES, CA 94547
Telephone: 510-724-3388



SOILS ENGINEER: These plans have reviewed and found to be in substantial conformance with the intent and purpose of the geotechnical exploration report dated _____, prepared by _____.

(Name) _____ Date _____
Firm: _____ SEAL _____
Address: _____
Telephone: _____

Record Drawings

To be completed prior to acceptance of work by the City

Signature + Seal _____ Date _____
P.E. No. _____ Exp. _____
Public Works Inspector: _____

Revisions

Num.	Date	By	Description	City Engr.	Aprvl.	Date
1	03/29/2021	LUK-OW	SITE IMPROVEMENT RE-SUBMITTAL			

CITY OF MILPITAS
ENGINEERING DIVISION

Approved: *[Signature]* Project No. PJ-5034
City Engineer Date File No. 2-1199
Any changes to public improvements shall be approved by the City engineer.
Recommended for approval: 10/3/2022 E.P. No. E-EN21-0109
Fire Dept. N / Date 10/5/2022 Sheet 4 of 10
Engineering R / Date 10/5/2022

PLOTDATE: JAN. 18, 2022

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING
REVISION	DATE	NO. 220
	2016	DATE : 11/09/16
TRENCH CONSTRUCTION		SHEET 1 OF 2
APPROVED BY: 		
PUBLIC WORKS DIRECTOR / CITY ENGINEER		

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING
REVISION	DATE	NO. 220
	2016	
TRENCH CONSTRUCTION		DATE : 11/09/16
APPROVED BY:  PUBLIC WORKS DIRECTOR / CITY ENGINEER		SHEET 2 OF 2

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING
REVISION	DATE	NO. 222
	1997	DATE : 6/15/10
	2001	
	2010	
PAVEMENT RESTORATION		SHEET 1 OF 1
APPROVED BY:  PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283		

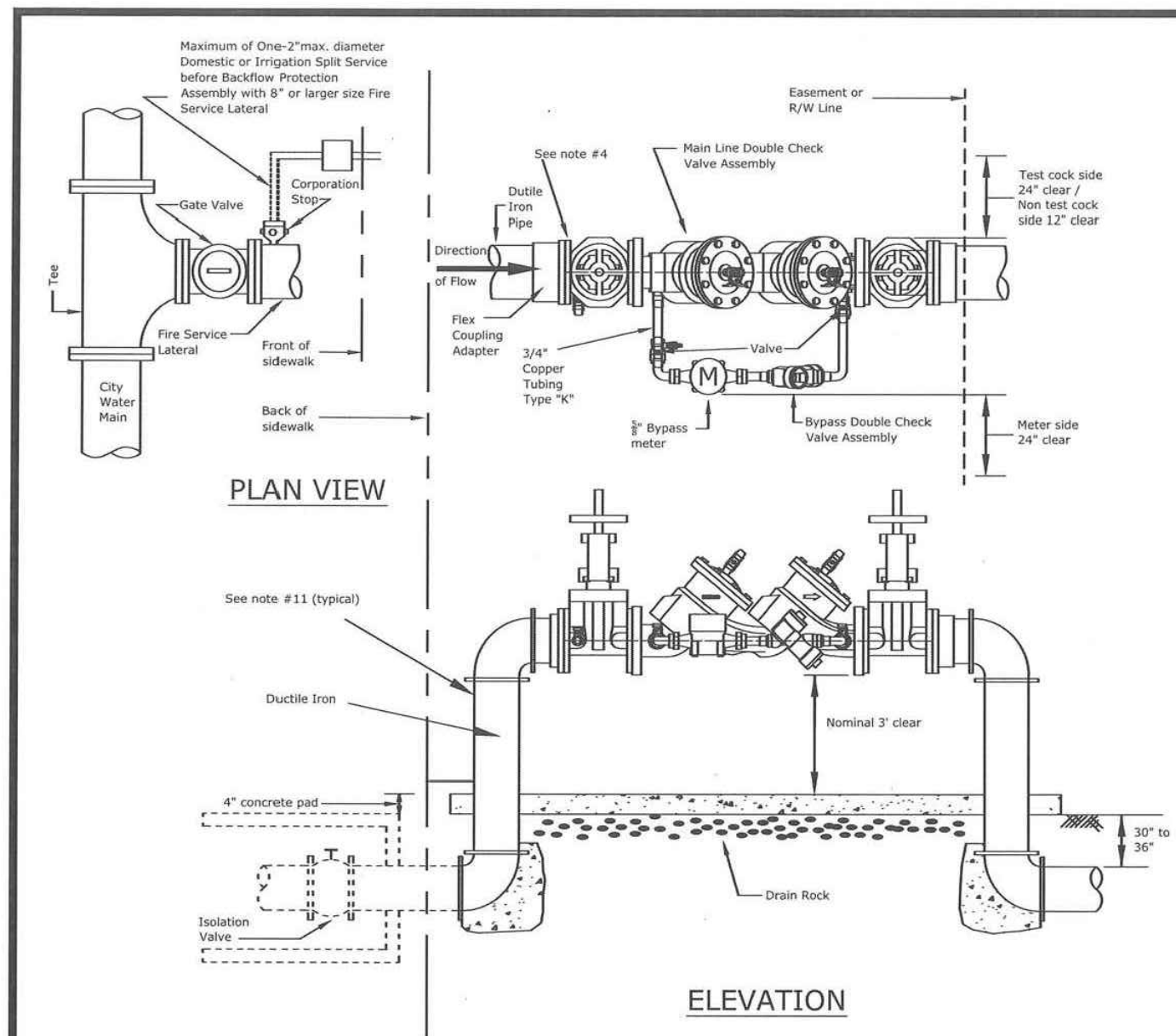
CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING NO. 410
REVISION	DATE	CURB AND GUTTER	
1	1991		
2	2001		
3	2010		
APPROVED BY:  PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283			DATE : 6/15/10
			SHEET 1 OF 1

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING NO. 426
REVISION	DATE	DATE : 6/15/10
	1975	
	2001	
	2010	
COMMERCIAL SIDEWALK		
	APPROVED BY:	
PUBLIC WORKS DIRECTOR / CITY ENGINEER RCD No. 40283		SHEET 1 OF 1

CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING
REVISION	DATE	COMMERCIAL/INDUSTRIAL DRIVEWAY WITH FLARES	NO. 432
	1991		DATE : 6/15/10
	2001		
	2010		
APPROVED BY: 		PUBLIC WORKS DIRECTOR / CITY ENGINEER PCE No. 40283	SHEET 1 OF 1

175

CITY STANDARD DETAILS (WATER)



- Notes:**
1. All buried metal pipe and fittings shall be covered by two coats of mastic with a thickness of 15 mil. Stainless steel bolts, nuts, and washers shall be used on all flanged fittings.
 2. Concrete slab to be 4" thick (min.).
 3. Drain rock to be 4" thick.
 4. Contractor shall install a Calpico full face gasket $\frac{1}{8}$ " thick (Fiberglass epoxy) Isolation sleeve/bushing/kit or equivalent for the tapping flange in upstream elbow of the backflow device between City's metallic service and on-site fire facilities at all metallic water main locations.

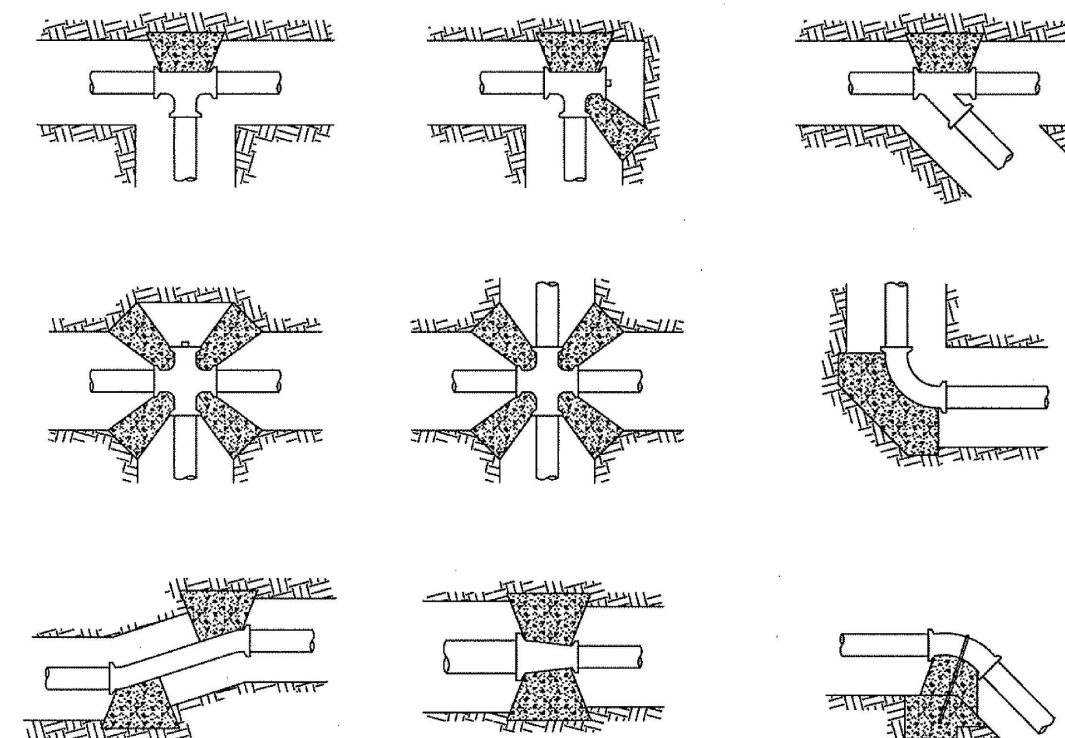
NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING	
REVISION	DATE	DOUBLE CHECK DETECTOR BACKFLOW PREVENTION ASSEMBLY INSTALLATION FOR ON-SITE FIRE SERVICE	
		APPROVED BY: <i>[Signature]</i>	
		CITY ENGINEER RCE No.38441	
		SHEET 1 OF 2	

NOTES:

1. The bypass meter shall be purchased from National Meter and Automation, Inc. (Phone: 707.575.0700) by customer and installed by customer's contractor, subject to meter and backflow inspection process.
2. GPS location shall be submitted with backflow certifications to the City.
3. The bypass meter shall also be protected by the same equivalent backflow assembly. (see drawing)
4. The bypass meter and backflow assemblies shall be located behind the back of sidewalk within City right of way/easement. Also see approved plans for locations. Obtain approval of location of meter/backflow in the field after USA verification before installation work.
5. The double check detector assemblies shall be per City approved equal list as shown on current USC Foundation List of Approved Backflow Prevention Assemblies. It must have resilient seated shut off valves and test cocks as integral parts of the assembly.
6. The backflow assemblies must be accessible for testing and maintenance.
7. The backflow assembly must be installed and operated in accordance with AWWA Standards and all federal, state, local requirements.
8. Reduced pressure principle detector assembly shall be used when the fire service includes pump, pressurized/elevated tank, alternate water supply and/or chemical.
9. The maximum size of a split service is one-2" diameter per City Standard (meter and backflow) with 8" or larger size fire service when approved.
10. Saddle supports and concrete pad are required per manufacturer's specification.
11. All metallic services shall be protected from exterior corrosion; use poly-wrap or mastic.
12. An isolation valve must be installed upstream of the backflow assemblies and bypass meter.
13. The endpoint/transmitter of the meter register shall be securely clamped and protected from vandalism per City Std Dwg #729.

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING	
REVISION	DATE	DOUBLE CHECK DETECTOR BACKFLOW PREVENTION ASSEMBLY INSTALLATION FOR ON-SITE FIRE SERVICE	
		APPROVED BY: <i>[Signature]</i>	
		CITY ENGINEER RCE No.38441	
		SHEET 2 OF 2	



REQUIRED BEARING AREA OF THRUST BLOCKS

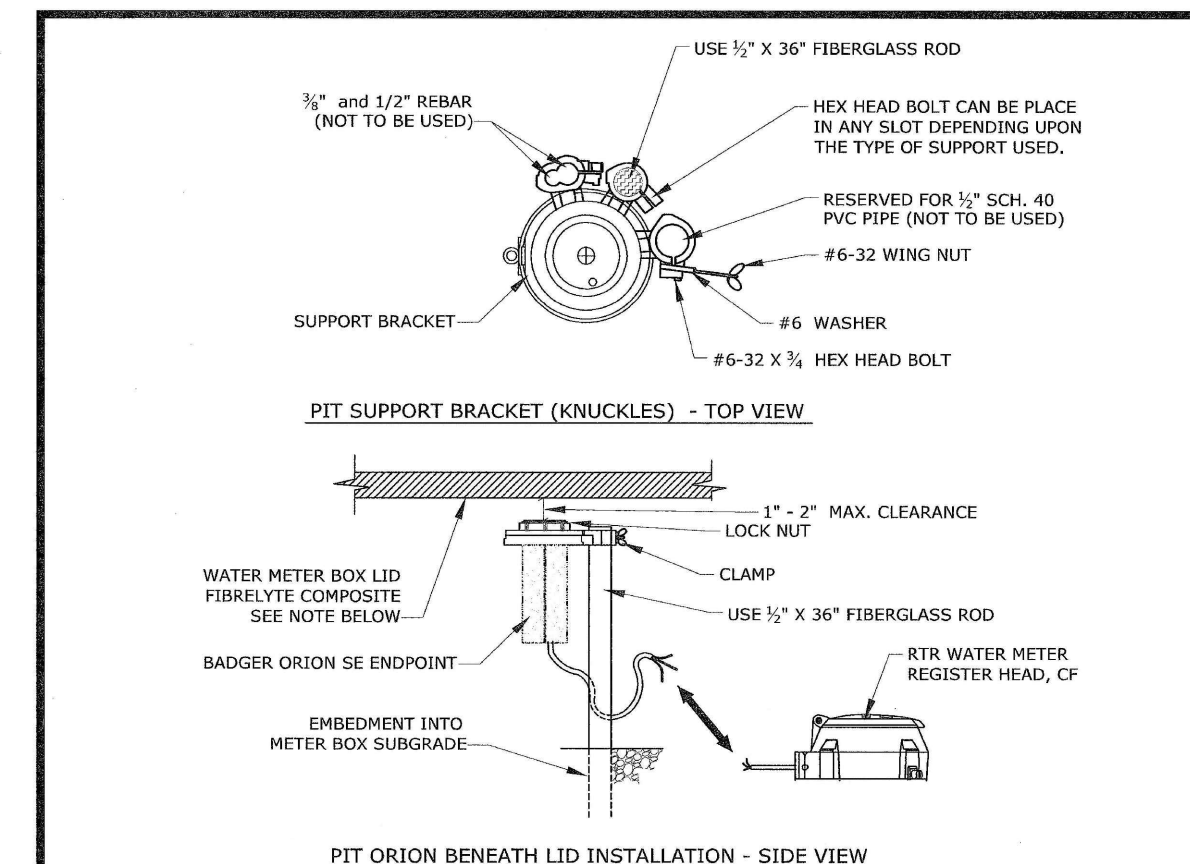
PIPE SIZE	TEE & DEAD END	90° BEND	45° BEND	22-1/2° BEND
6"	8 SQ. FT.	12 SQ. FT.	6 SQ. FT.	3 SQ. FT.
8"	14 SQ. FT.	20 SQ. FT.	11 SQ. FT.	5 SQ. FT.
10"	23 SQ. FT.	32 SQ. FT.	17 SQ. FT.	9 SQ. FT.
12"	32 SQ. FT.	45 SQ. FT.	24 SQ. FT.	12 SQ. FT.

Notes:

1. ALL CONCRETE TO BE CLASS A, 3,000 PSI COMPRESSIVE STRENGTH.
2. CONCRETE THRUST BLOCKS SHALL BE INSTALLED AT ALL TEES, CROSSES, BENDS (HORIZONTAL OR VERTICAL), AT SIZE CHANGES, AND AT ALL FIRE HYDRANTS AND PLUGS. BEARING SURFACE OF BLOCKS TO EXTEND TO UNDISTURBED GROUND.
3. ANCHOR BLOCKS WITH TIE-DOWN ROD FOR VERTICAL BENDS SHALL BE INSTALLED WHERE REQUIRED BY THE ENGINEER. BLOCK MASS SHALL BE DESIGNED TO RESIST THRUST AND SHALL BE APPROVED BY THE CITY ENGINEER.
4. AREAS SHOWN ARE FOR EACH THRUST BLOCK.
5. CONCRETE THRUST BLOCKS SHALL NOT BE USED ON THE "BACKBONE" WATER SYSTEM. - RESTRAIN JOINTS SHALL BE USED.

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING	
REVISION	DATE	CONCRETE ANCHOR BLOCK WITH CAPPED END ASSEMBLY	
		APPROVED BY: <i>[Signature]</i>	
		PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	
		SHEET 1 OF 1	



PIT ORION BENEATH LID INSTALLATION - SIDE VIEW

NOTE:

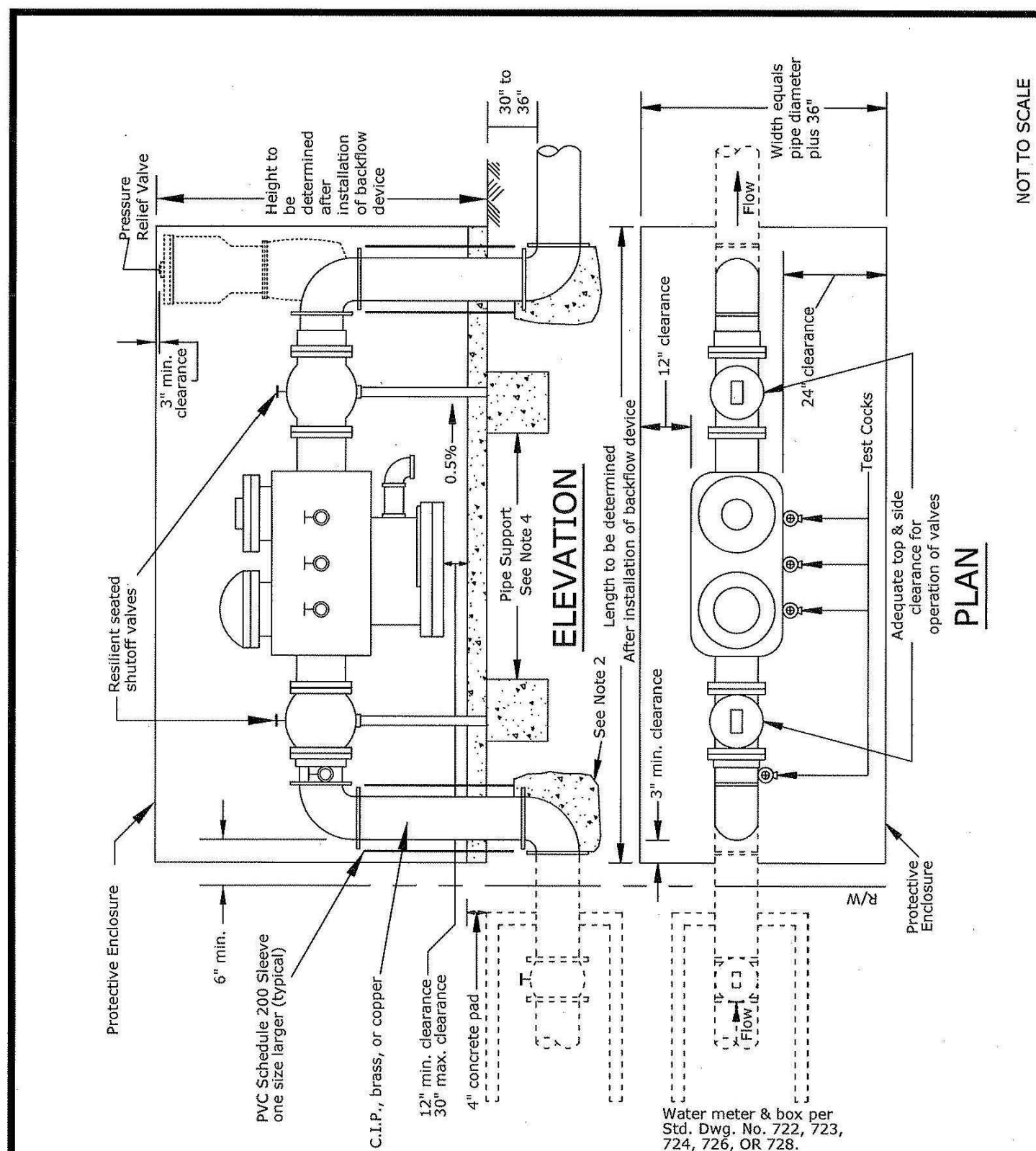
- 1) WHEN LID CAN NOT BE FIRELYTE, INSTALL ENDPOINT IN A SEPARATE VALVE BOX WITH FIRELYTE LID (CHRISTY FLUR T OR APPROVED EQUAL) IN A NON-VIRICULAR AREA, USING $\frac{1}{2}$ " SCH. 40 PVC CONDUIT WITH A MIN. COVER OF 18" FOR WIRE SPLICE IN WATER METER REGISTER BOX. ENDPOINT VAULT BOX LOCATION TO BE APPROVED BY THE CITY ENGINEER.
- 2) SEE DETAILS CITY STANDARD #722 & 728 FOR BOX SIZE. LID MUST BE LABELED "WATER METER"
- 3) ANTENNA: BADGER ORION SE II NETWORK GATEWAY TRANSCIVER.
- 4) DEVELOPER SHALL PROVIDE REQUIRED ANTENNA WITH EACH PROJECT, TO BE INSTALLED BY THE CITY.

Installation of ORION ENDPOINT below a meter pit lid.

- 1) DRIVE FIBERGLASS ROD INTO THE GROUND PRIOR TO ATTACHING THE ENDPOINT TO AVOID DAMAGE.
- 2) ONCE IN THE GROUND, SECURE THE MOUNTING BRACKET ON THE APPROPRIATE ROD USING THE ENCLOSED WASHER, WING NUT AND HEX HEAD BOLT PROVIDED WITH BRACKET.
- 3) INSERT THE ENDPOINT THROUGH THE BOTTOM OF THE BRACKET AND THREAD THE LOCK NUT ONTO THE TOP OF THE ENDPOINT. MOUNT THE ENDPOINT A MAXIMUM OF ONE TO TWO INCHES BELOW THE UNDERSIDE OF THE LID.

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING	
REVISION	DATE	REMOTE READ END-POINT-TRANSMITTER INSTALLATION	
		APPROVED BY: <i>[Signature]</i>	
		PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. C-60944	
		SHEET 1 OF 1	



NOT TO SCALE

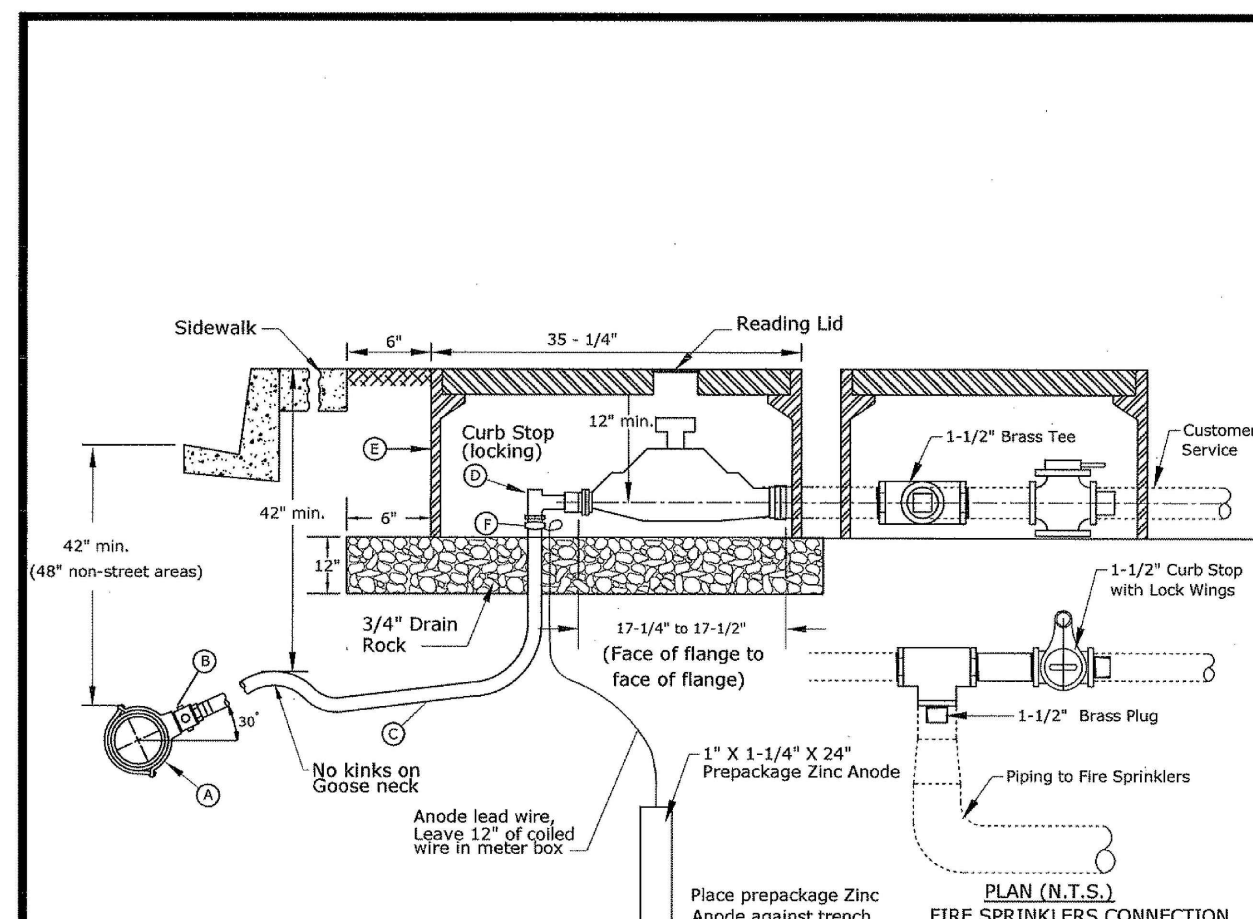
CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING	
REVISION	DATE	REDUCED PRESSURE PRINCIPAL BACKFLOW PREVENTER	
		APPROVED BY: <i>[Signature]</i>	
		PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	
		SHEET 1 OF 2	

NOTES:

1. The reduce pressure principal assembly shall be per City approved equal list. The size and model of the backflow preventer shall be determined for each installation. The entire assembly including the resilient seated shutoff valves and the test cocks shall be provided as a complete unit.
2. The thrust blocks shall be required per Standard Drawing No. 704 for 4 inch diameter pipe and larger. All ring-tite or flexible pipe with a diameter smaller than 4 inch shall require thrust blocks per City Engineer approval.
3. A protective enclosure, model BPE-200R by Pipeline Products or approved equal shall be installed.
4. All backflow preventers 2 inch or larger diameter shall be supported by stainless steel pipe saddle brace with 4 inch thick, 12 inch square concrete footing per City Approved equal list.
5. A secondary pressure relief valve shall be installed behind the reduced pressure principal backflow preventer installed on existing water services, serving water heaters or boilers without secondary thermal expansion relief devices. The secondary relief valve shall be a "Listed" device that has been listed by a nationally recognized testing laboratory or as approved by the Building Division. The secondary relief valve shall have a setting at or below the maximum working pressure of the water heater device and shall be inspected by the building inspector.
6. All backflow preventers must be tested by a certified backflow prevention device tester. A test and maintenance report for the backflow device must be received by the City prior to acceptance of public improvements, permit issuance or occupancy as determined by the City Engineer.
7. Threaded installations shall include one three-part union.
8. The installation is required by Title 17 of the California Administrative Code, the Department of Public Health, Recommendations and Ordinance No. 232 of the City of Milpitas.
9. The protective enclosure shall be in accordance with Standard Drawing No. 741.
10. Install reduced pressure principle backflow preventer as shown on City Standard Drawing No. 734 when any of the following conditions exist.

- a. When serving more than two (2) dwelling units.
- b. To separate potable water supply from irrigation system.
- c. When Recycled water connection serves the site.
- d. When Recycled water irrigation system has permanent plumbing connection to chemical feed.
- e. When any potable water service has permanent plumbing connection to pumps, injectors and tanks.

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING	
REVISION	DATE	REDUCED PRESSURE PRINCIPAL BACKFLOW PREVENTER	
		APPROVED BY: <i>[Signature]</i>	
		PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	
		SHEET 2 OF 2	



NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING	
REVISION	DATE	2" WATER SERVICE WITH FIRE SPRINKLERS	
		APPROVED BY: <i>[Signature]</i>	
		PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	
		SHEET 1 OF 2	

MATERIALS:

- A Service Saddle shall be Mueller BR2B or approved equal.
- B Curb stop, coupling, three part union, meter outlet fitting and meter box shall be per approved equal list. Corporation stop shall be Insulated Mueller H-14276 or approved equal.
- C Service pipe shall conform to A.S.T.M. Class K, soft annealed, seamless copper tubing.
- D Angle meter stop, Mueller 14276 or approved equal.
- E Meter boxes shall be Christy B36 BOX and B36G lid, or approved equal with the word "Water" imprinted on the lid and Christy B9 Meter box with B9d lid (or approved equal) for the sprinkler connection.
- F Brass grounding clamp, coated with 3M electrical compound, with brass bolts and brass set screw.

NOTES:

1. Customer service end shall be 2" flange with insulating gasket, Calpico Type F Option 1 or approved equal.
2. Water meter with Automatic Remote Read Transmitter Register shall be furnished and installed by the City at the expense of the customer.
3. Meter box shall be set as detailed at the time the service is installed unless other wise specified by the City Engineer.
4. Where a separated sidewalk occurs, meter box shall be installed 6" from back of curb.
5. Where more than one domestic water meter is required; each meter shall be identified with permanent durable markings to indicate which address, building, tenant space that each meter serves (i.e. brass tag stamped with address).
6. Meter box side openings shall be grouted.
7. Where meter box is located in driveways, box shall be furnished with steel traffic cover. (Christy B36-B1G or approved equal)
8. Install reduced pressure principle backflow preventer as shown on City Standard Drawing No. 734 when any of the following conditions exist.

- a. When serving more than two (2) dwelling units.
- b. To separate potable water supply from irrigation system.
- c. When Recycled water connection serves the site.
- d. When Recycled water irrigation system has permanent plumbing connection to chemical feed.
- e. When any potable water service has permanent plumbing connection to pumps, injectors and tanks.

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING	
REVISION	DATE	2" WATER SERVICE WITH FIRE SPRINKLERS	
		APPROVED BY: <i>[Signature]</i>	
		PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	
		SHEET 2 OF 2	

CIVIL ENGINEER: I hereby declare that I am the engineer of work for this project, that I have exercised responsible care over the design of the project as defined in section 6703 of the business and professions codes, and that the design is consistent with current standards. The design shown hereon is necessary and reasonable and does not restrict any historic drainage flows from adjacent properties nor increase drainage to adjacent properties. The design includes principles and techniques to reduce quantity and improve the quality of storm water runoff, as required by NPDES. I understand that the check of project drawings and specifications by the City of Milpitas is confined to a review only and does not relieve me, as engineer of work, of my responsibilities for project design.

SIGNATURE: *[Signature]* P.E. SEAL: *[Seal]*
 Firm: LUK & ASSOCIATES
 Address: 738 ALFRED NOBEL DR. HERCULES, CA 94547
 Telephone: 510-724-3388



SOILS ENGINEER: These plans have reviewed and found to be in substantial conformance with the intent and purpose of the geotechnical exploration report dated _____, prepared by _____.

(Name) _____ Date _____
 Firm: _____ SEAL _____
 Address: _____
 Telephone: _____

Record Drawings

To be completed prior to acceptance of work by the City

Signature + Seal Date

P.E. No. Exp.

Public Works Inspector

Revisions

Num.	Date	By	Description	City Engr.	Aprv.	Date

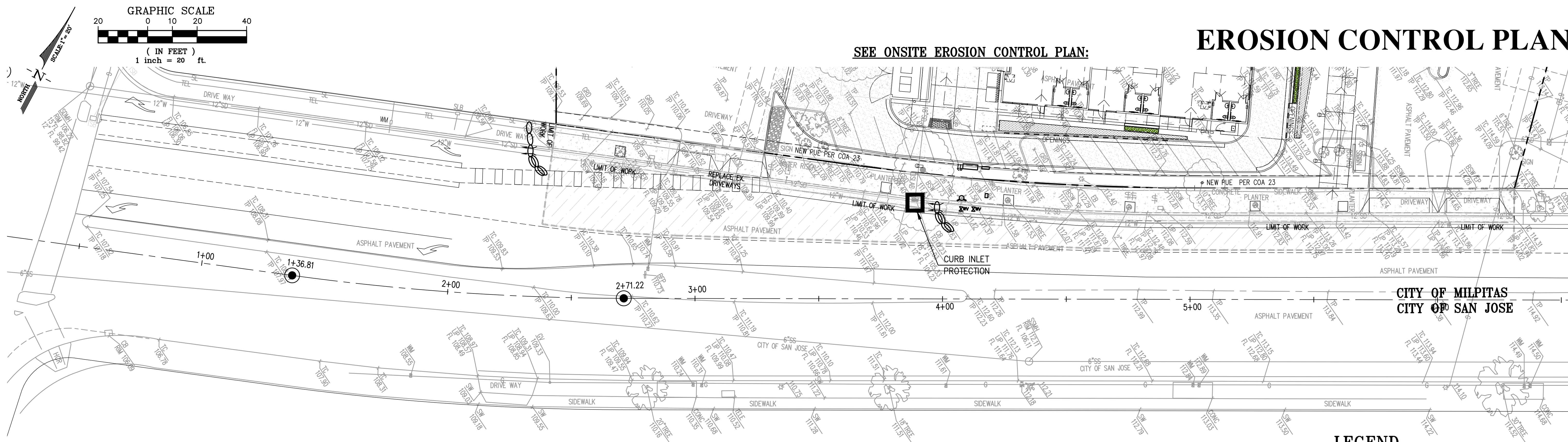
CITY OF MILPITAS ENGINEERING DIVISION

Approved: *[Signature]* Project No. PJ-5034
 City Engineer Date File No. 2-1199
 Any changes to public improvements shall be approved by the City engineer.
 Recommended for approval: 10/3/2022 E.P. No. E-EN21-0109
 Pre Dept. Date 10/5/2022 Sheet 6 of 10
 Engineering Date

PLOTDATE: JAN. 18, 2022

SEE ONSITE EROSION CONTROL PLAN:

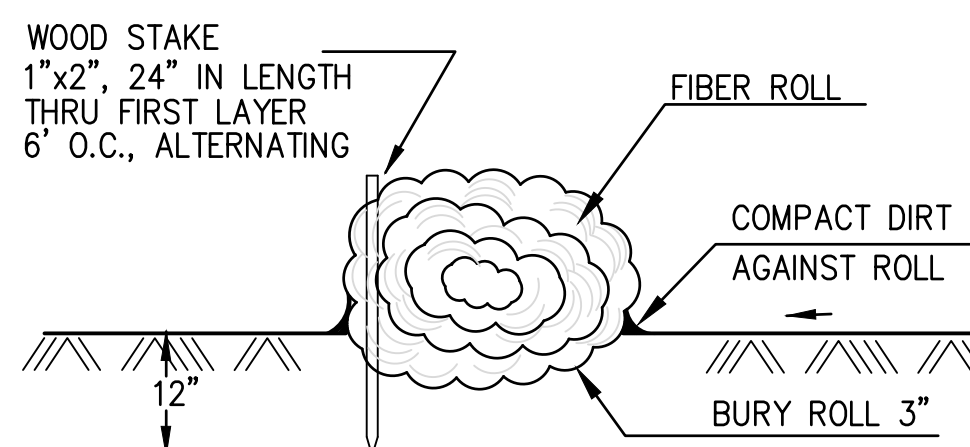
EROSION CONTROL PLAN



EROSION CONTROL NOTES:

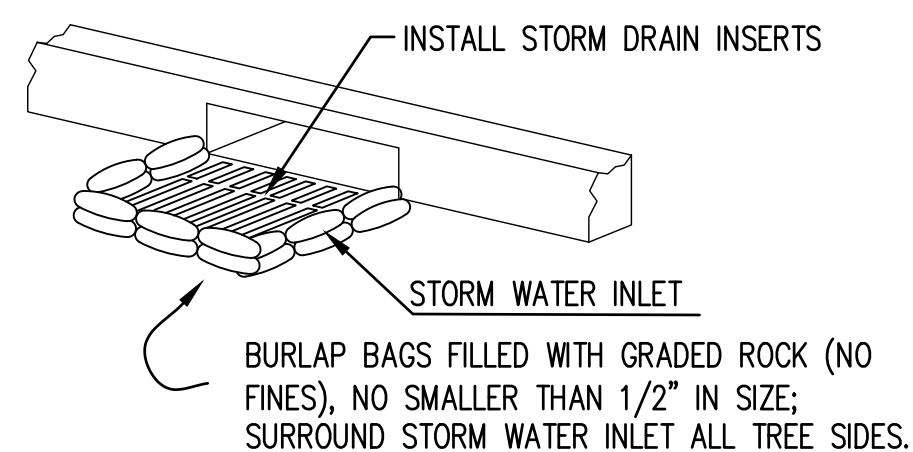
- CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF "EROSION CONTROL" AND SHALL INSTALL AND MAINTAIN ANY DEVICES AND MEASURES NECESSARY TO THE SATISFACTION OF THE CITY ENGINEER, DURING THE ENTIRE CONSTRUCTION PERIOD.
- TO MINIMIZE EROSION OF GRADED BANKS, ALL GRADED BANKS SHALL BE HYDROSEED, LANDSCAPED OR SEALED BEFORE OCTOBER 1. ANY CONCRETE LINED "V" DITCHES DESIGNED TO PROTECT THE BANKS SHALL BE CONSTRUCTED WHEN THE GRADING OF THE BANKS IS COMPLETED. IF THE PERMANENT STORM DRAIN SYSTEM IS NOT CONSTRUCTED TO ACCEPT DISCHARGE FROM THESE DITCHES BY OCTOBER 1, TEMPORARY DITCHES SHALL BE CONSTRUCTED TO CONTAIN THE STORM WATER AND DIRECT IT, IN A MANNER THAT AVOIDS EROSION OF THE BANKS, TO THE EROSION AND SEDIMENT CONTROL FACILITIES.
- THE CONTRACTOR SHALL PLACE COARSE DRAIN ROCK AS A GRAVEL ROADWAY (8" MIN. THICK FOR THE FULL WIDTH AND 50' LONG) AT EACH ENTRANCE TO THE SITE (SEE DETAIL ON THIS SHEET). ANY MUD THAT IS TRACKED ONTO PUBLIC STREETS SHALL BE REMOVED THAT SAME DAY AND AS REQUIRED BY THE CITY INSPECTOR.
- ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED AND CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF THE DIRECTOR OF PUBLIC WORKS.
- DURING THE ENTIRE CONSTRUCTION PERIOD, ALL PAVED AREAS SHALL BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE SHALL BE MAINTAINED TO MINIMIZE SEDIMENT-LADEN RUNOFF TO ANY STORM DRAINAGE SYSTEM.
- THIS PLAN COVERS ONLY THE FIRST WINTER FOLLOWING GRADING. PLANS ARE TO BE RE-SUBMITTED FOR PUBLIC WORKS APPROVAL PRIOR TO THE SEPTEMBER 1 OF EACH SUBSEQUENT YEAR UNTIL THE SITE IMPROVEMENTS ARE ACCEPTED BY PUBLIC WORKS.
- ALL EROSION CONTROL FACILITIES MUST BE INSPECTED AND REPAIRED AT THE END OF EACH WORKING DAY OR DAILY DURING THE ENTIRE CONSTRUCTION PERIOD.
- ANY SEDIMENT BASINS SHALL BE CLEARED OUT WHENEVER SEDIMENT REACHES THE SEDIMENT CLEANOUT LEVEL INDICATED ON THE PLANS.
- BORROW AREAS AND TEMPORARY STOCKPILES SHALL BE PROTECTED WITH APPROPRIATE EROSION CONTROL MEASURES TO THE SATISFACTION OF THE CITY ENGINEER.
- ALL CUT AND FILL SLOPES ARE TO BE PROTECTED TO PREVENT OVERBACK FLOW.

- THIS PLAN MAY NOT COVER ALL THE SITUATION THAT ARISE DURING CONSTRUCTION DUE TO ANTICIPATED FIELD CONDITIONS. VARIATIONS MAY BE MADE TO THE PLAN IN THE FIELD, SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
- HYDROSEED ALL CUT AND FILL SLOPES WHICH ARE STEEPER THAN 5% WITH THE FOLLOWING (VOLUMES SHOW ARE PER ACRES OF SLOPE):
 FERTILIZER: 500 LBS. 16-6-8
 SEED: 60 LBS. BLANDO BROME GRASS
 60 LBS. ANNUAL RYE GRASS
 30 LBS. ROSE CLOVER
 CHEMICAL TACKIFIER 2000 LBS. WOOD CELLULOSE
 30 LBS. ORGANIC BINDER
- TO CONTROL EROSION WITHIN THE STREET RIGHT-OF-WAY, FIBER ROLLS, SANDBAGS, EARTH BERMS OR OTHER SUITABLE MATERIALS SHALL BE PLACED WITHIN ALL UNPAVED STREETS DURING THE ENTIRE CONSTRUCTION PERIOD. THESE ROLLS OF FIBER SHALL BE PALCED AT 300-FOOT MAXIMUM INTERVALS OR AS REQUIRED BY THE CITY ENGINEER (SEE FIBER ROLL DETAIL, THIS SHEET). THE ROLLS SHALL BE SECURELY ANCHORED IN PLACED BY STAKES OR REBARS DRIVEN THROUGH THE ROLLS WITH THE FIRST STAKE IN EACH ROLL ANGLED TOWARD THE PREVIOUSLY LAID ROLL TO FORCE THEM TOGETHER, THE ROLLS SHALL BE MAINTAINED IN GOOD CONDITION FOR THE ENTIRE CONSTRUCTION PERIOD UNTIL THE STREET IS PAVED. ROLLS OF FIBER OR OTHER SUITABLE MATERIALS SHALL BE USED TO PREVENT SEDIMENT LADEN RUNOFF FROM ENTERING ANY PARTIALLY COMPLETED STORM DRAIN SYSTEM.
- TO MINIMIZE STORM WATER RUNOFF FROM THE SITE, EARTH BERMS SHALL BE CONSTRUCTED ON EACH PAD AS IT IS GRADED. THE EARTH BERMS SHALL BE 1-FOOT MINIMUM IN HEIGHT AND PLACED SO THE STORM WATER FALLING ONTO THE PAD AREA AND THE SURROUNDING UPHILL BANKS WILL BE TRAPPED ON THE PAD (SEE EARTH BERM DETAIL, THIS SHEET). THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING AND REPAIRING THE BERMS ON EACH PAD DURING THE ENTIRE CONSTRUCTION PERIOD AND MAINTAINING THEM IN GOOD CONDITION UNTIL THE BUILDING CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL ENSURE COMPLIANCE WITH THE REQUIREMENTS REGARDING PAD MOISTURE CONTENT, COMPACTION, AND ALL OTHER CONDITIONS SET FORTH BY THE GEOTECHNICAL ENGINEER.
- WHEN TEMPORARY STRUCTURES HAVE SERVED THEIR INTENDED PURPOSE AND THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED, THE EMBANKMENT AND RESULTING SEDIMENT DEPOSITS ARE TO BE LEVELED OR OTHERWISE DISPOSED OF AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER.



FIBER ROLL DETAIL

NOT TO SCALE

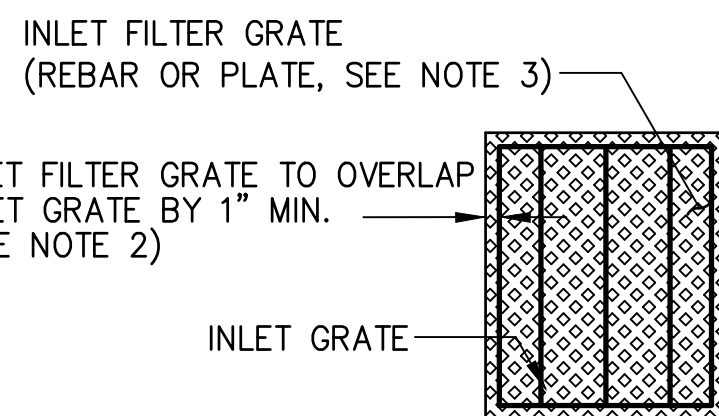


GRAVEL-BAG @ CURB-INLET SEDIMENT-FILTER DETAIL

NOT TO SCALE

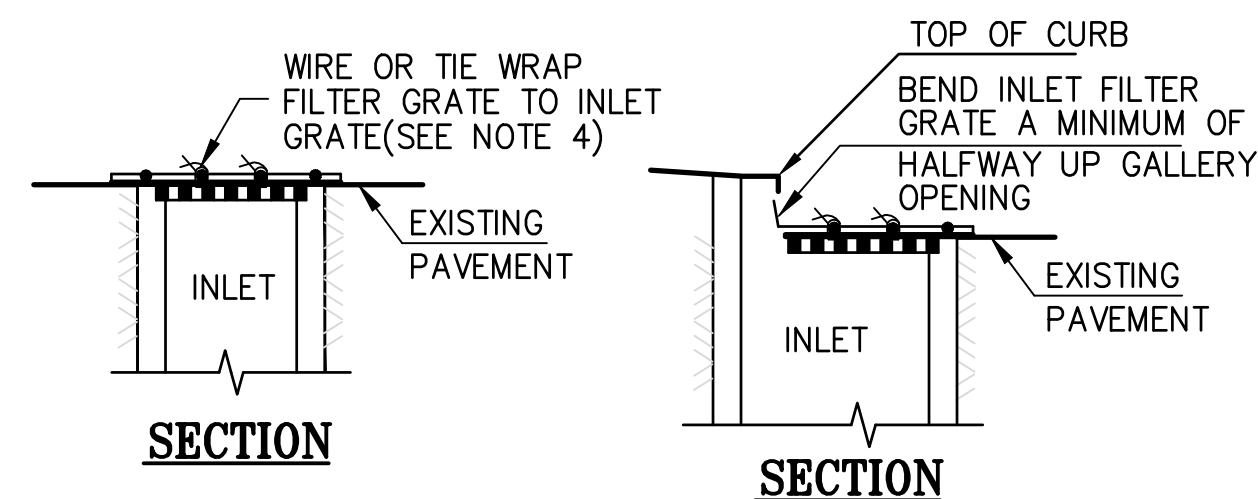
NOTES:

- FILTER FABRIC SHALL MEET CAL-TRANS OR A.B.A.G. SPECIFICATIONS.
- FILTER MATERIAL AND GRATE SHALL OVERLAP INLET ON ALL SIDES BY A MINIMUM OF 1".
- INLET FILTER GRATE SHALL BE MADE OF #3 RE-BARS, CRISS CROSSED AT 6" (WELDED OR TIED TOGETHER WITH WIRE) OR A PLATE WITH A MINIMUM OF 75% OPEN AREA, BOTH OF SUFFICIENT STRENGTH TO PREVENT BENDING WHEN DRIVEN OVER BY A VEHICLE.
- INLET FILTER GRATE SHALL BE SECURELY ATTACHED TO DRAIN INLET BY WIRE OR TIE-WRAPS(BEND OVER).
- FILTERS SHALL BE INSPECTED WEEKLY AND BEFORE AND AFTER EACH RAINFALL. REPAIRS, SEDIMENT/DEBRIS REMOVAL SHALL BE MADE TO ASSURE EFFICIENT FUNCTIONING OF FILTER SYSTEM.

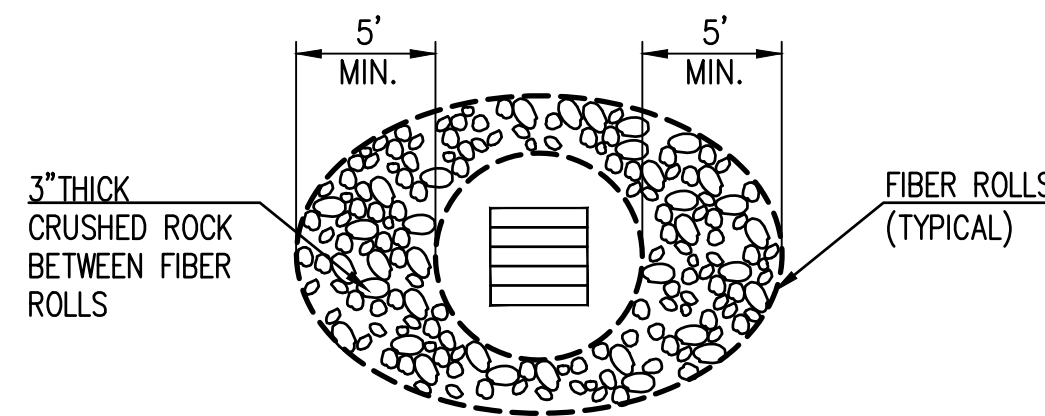
INLET PROTECTION DETAIL
(ALL AREAS)

NOT TO SCALE

SYMBOL	DESCRIPTION
	FIBER ROLL
	INLET PROTECTION
	GRAVEL FILLED SADBAG SEDIMENT BARRIER

INLET PROTECTION DETAIL
(PAVED AREAS)

NOT TO SCALE

INLET PROTECTION DETAIL
(UNPAVED AREAS)

NOT TO SCALE

CIVIL ENGINEER: I hereby declare that I am the engineer of work for this project, that I have exercised responsible charge over the design of the project as defined in section 6703 of the business and professions codes, and that the design is consistent with current standards. The design shown hereon is necessary and reasonable and does not restrict any historic drainage flows from adjacent properties nor increase drainage to adjacent properties. The design includes principles and techniques to reduce quantity and improve the quality of storm water runoff, as required by NPDES. I understand that the check of project drawings and specifications by the City of Milpitas is confined to a review only and does not relieve me, as engineer of work, of my responsibilities for project design.

SIGNATURE _____ P.E. _____ SEAL _____
 Firm: LUJ & ASSOCIATES
 Address: 738 ALFRED NOBEL DR. HERCULES, CA 94547
 Telephone: 510-724-3388



SOILS ENGINEER: These plans have reviewed and found to be in substantial conformance with the intent and purpose of the geotechnical exploration report dated _____, prepared by _____.

(Name) _____ Date _____
 Firm: _____ SEAL _____
 Address: _____
 Telephone: _____

Record Drawings

To be completed prior to acceptance of work by the City

Signature + Seal _____ Date _____
 P.E. No. _____ Exp. _____
 Public Works Inspector: _____

Revisions

Num.	Date	By	Description	City Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

Approved: *Steven Erickson*
 City Engineer Date _____
 Any changes to public improvements shall be approved by the City engineer.
 Recommended for approval:
 Fire Dept. *N* Date: 10/3/2022 E.P. No. E_EN21-0109
 Engineering *R* Date: 10/5/2022 Sheet 7 of 10

EXHIBIT 1

CONDITIONS OF APPROVAL

SITE DEVELOPMENT PERMIT NO. SD13-0014 AND
CONDITIONAL USE PERMIT NO. UP13-0023

General Conditions

1. The owner or designee shall develop the approved project in conformance with the attachments approved by the Planning Commission on February 26, 2014 in accordance with these Conditions of Approval. (P)

Any deviation from the approved attachments shall require that, prior to the issuance of building permits, the owner or designee 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, in accordance with the Zoning Ordinance. (P)

2. Site Development Permit No. SD13-0014 and Conditional Use Permit No. UP14-0002 shall become null and void if the project is not commenced within two (2) years from the date of approval unless in conjunction with a tentative map, then the project life coincides with the life of the map. Pursuant to Section 64.06(B) of the Zoning Ordinance of the City of Milpitas, commencement shall be:

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)

3. Pursuant to Section 64.07 of the Milpitas Zoning Code, the owner or designee shall have the right to request an extension of Site Development Permit No. SD13-0014 and Conditional Use Permit No. UP14-0002 if said request is made, filed and approved by the Planning Commission prior to expiration dates set forth herein. (P)

4. Cost and Approval. The satisfaction of each condition set forth in this Exhibit shall be at the sole expense of owner or owner's successors or assigns and each such condition shall be subject to City's review and approval. (P) (CA)

5. 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 Project

Page 5 of 14

applicant that the ninety (90) day period in which the applicant may file a protest has begun under California Government Code Section 66020(d)(1). (P) (CA)

6. Indemnification. To the fullest extent permitted by law, owner or designee 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 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. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorney's fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by owner or designee, City, and/or the parties initiating or bringing such proceeding. The owner or designee 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. The owner or designee 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. (CA)

7. The construction and use shall at all times comply with all local, State, and Federal laws, rules, regulations, guidelines, requirements, and policies. (P) (CA)

8. A detailed landscaping plan and irrigation shall be submitted and approved by the Planning Division prior to building permit submittal. The plan shall include details of the following:

a. The plan shall indicate location and type of trees, shrubs and ground cover, including plant type, plant name, container size quantities, and species.

b. All replacement trees shall consist of 24-inch box trees. The applicant shall revise landscaping plans to show a replacement ratio of 3:1 ratio for the removal of protected trees. A tree removal and protection plan shall be submitted with demolition plans.

c. The landscape plan shall comply with Ordinance No. 238 (An ordinance of the City of Milpitas regulating efficient water use for new or rehabilitated landscapes and existing landscapes).

d. All new planter areas along the building, modified parking aisles, and revised landscaped street frontages shall incorporate the use of structural soil to ensure proper growth and prevent damage to surrounding paved areas.

e. All mechanical equipment and boxes shall be screened from all views (public and private).

f. All planter areas shall be serviced by an automatic system with low volume drip, spray or bubbler emitters.

g. Planter pots installed on paving shall be provided with irrigation and be designed to drain to the storm drain. (P)

Page 6 of 14

9. Above ground utilities, such as those for fire service for sprinkler systems, shall be designed as architectural components or provided internal to the buildings or adequately screened. (P)

10. The owner or designee shall conduct a preconstruction survey for nesting raptors between September and January by a qualified ornithologist or wildlife biologist to ensure that no raptor nest will be disturb during demolition and construction activities. The survey shall be conducted no more than 14 day prior to the initiation of demolition/construction activities during the early part of the breeding season (January to April) and no more than 30 days prior to the initiation of these activities during the later part of the breeding season (May to August). During the survey, the ornithologist/biologist will inspect all trees for raptors nest. If an active raptor nest is found close enough to the demolition/construction area to be disturbed, the ornithologist/biologist (in consultation with the California Department of Fish and Game) will determine the extent of the construction free buffer zone to be established around the nest. The project will main the buffer zone, allowing no intrusion or impact to the tree(s) until after the young have fledge and are functioning independently of the nest. (P)

11. Prior to issuance of any building permit, final color selection, materials, and finishes for the proposed retail building and trash enclosure shall be submitted to the Planning Division for review and approval. (P)

12. Prior to any building permit issuance, the owner or designee shall submit a revised elevations for the proposed trash enclosure to show a 5-foot concrete stem wall and a 4-foot decorative screen. The revised elevations shall also incorporate a roof cover element such as but not limited to roof canopy, decorative trellis, or other design for Planning Division review and approval. (P)

13. The outdoor dining patio shall utilize decorative colored stamped paving or other material to the approval of the Planning Division.

14. Pedestrian crosswalks shall utilize decorative paving such as but not limited to stamped colored concrete, textured paving stones, or other material to the approval of the Planning Division.

15. 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 approval. The foregoing provisions are a material (demand/supply) condition to this approval. (PW)

16. Prior to issuance of any building permit, owner or designee shall obtain approval from the City Engineer of the water, sewer, and storm drain studies for this development. These studies shall identify the development's effect on the City's present Master Plans and the

Page 7 of 14

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 owner or designee will be required to mitigate the overflow or shortage by construction of a parallel line or pay a mitigation charge, if acceptable to the City Engineer. (PW)

17. At the time of grading building permit issuance, owner or designee shall submit a grading plan and a drainage study prepared by a registered Civil Engineer. The drainage study shall analyze the existing and ultimate conditions, and facilities. The study shall be reviewed and approved by the City Engineer and the owner or designee shall satisfy the conclusions and recommendations of the approved drainage study prior to final map approval of the first phase of development. (PW)

18. Prior to any building permit issuance, the owner or designee shall obtain design approval and bond for all necessary public improvements along Landess Avenue frontage, including but not limited to half width of the street frontage slurry seal, curb, gutter, driveways as sidewalk replacement, street trees, signage and striping, storm drain, sewer and water services. Plans for all public improvements shall be prepared on 24"x36" sheets with City Standard Title Block and submit a digital format of the Record Drawings (AutoCAD format is preferred) upon completion of improvements. The owner or designee 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. All public improvements shall be constructed and accepted by the City prior to building occupancy permit issuance. (PW)

19. The owner or designee shall submit the following items with the building permit application and pay the related fees prior to final inspection (occupancy) by the Building Division:

a) Storm water connection fee of \$193,842 based on 8.99 acres @ \$21,562 per acre. The water connection fee, sewer connection fee and treatment plant fee will be calculated at the time building plan check submittal.

b) Water Service Agreement(s) for water meter(s) and detector check(s).

c) Sewer Needs Questionnaire and/or Industrial Waste Questionnaire. Contact the Land Development Section of the Engineering Division at (408) 586-3329 to obtain the form(s). The above fee rates are estimates only. Owner or designee shall pay the full amount based on the applicable rate in effect at that time of issuance of the building permit(s) for the Project. (PW)

20. Prior to any building permit issuance, the applicant shall contribute a "fair share" traffic impact fee for the Calaveras Widening in the amount of \$382. This amount is as of 2/2025, and to be adjusted by ENR at the time of payment. The above fee rate is an estimate only. Owner or designee shall pay the full amount based on the applicable rate in effect at that time of issuance of the building permit(s) for the Project.

21. Prior to any building permit issuance, the owner or designee must pay all applicable development fees, including but not limited to, connection fees (water, sewer and storm),

Page 8 of 14

treatment plant fee, plan check and inspection deposit, and 2.5% building permit automation fee. Owner or designee shall pay the full amount based on the applicable rate in effect at that time of issuance of the building permit(s) for the Project. (PW)

22. The owner or designee shall not obstruct the noted sight distance areas as indicated on the City standard drawing #405. Overall cumulative height of the grading, landscaping & signs as determined by sight distance shall not exceed 2 feet when measured from street elevation. (PW)

23. Prior to any building occupancy permit issuance, the owner or designee shall dedicate necessary easements for public service utilities, water, and sanitary sewer purposes. Project is required to dedicate 5-foot Public Service Utility Easement along Landess Avenue frontage. (PW)

24. 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. (PW)

25. If necessary, owner or designee shall obtain required industrial wastewater discharge approvals from San Jose/Santa Clara Water Pollution Control Plant (WPCP) by calling WPCP Industrial Source Control Inspector at (408) 945-5300. (PW)

26. Prior to any occupancy permit issuance, the owner or designee shall construct solid waste enclosures to house the necessary solid waste bins. The enclosure shall be designed per the Development Guidelines for Solid Waste Services, and enclosure drains must discharge to sanitary sewer line. City review & approval of the enclosures are required prior to construction of the trash enclosures. (PW)

27. Per Chapter 200, Title V of Milpitas Municipal Code (Ord. No. 48.7) solid waste enclosures shall be designed to limit the accidental discharge of any material to the storm drain system. The storm drain inlets shall be located away from the trash enclosures (a minimum of 25 feet). This is intended to prevent the discharge of pollutants from entering the storm drain system, and help with compliance with the City's existing National Pollution Discharge Elimination System (NPDES) Municipal permit. (PW)

28. Per Chapter 200, Solid Waste Management, V-200-3.10, General Requirement, applicant / property owner 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, applicant / property owner shall subscribe to and pay for solid waste services rendered. Prior to occupancy permit issuance (start of operation), the owner or designee shall submit evidence to the City that a minimum level of refuse service has been secured using a Service Agreement with Allied Waste Services (formally BFI) for commercial services to maintain an adequate level of service for trash and recycling collection. After the applicant has started its business, the owner or designee shall contact

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Allied Waste Services commercial representative to review the adequacy of the solid waste level of services. If services are determined to be inadequate, the owner or designee shall increase the service to the level determined by the evaluation. For general information, contact BFI at (408) 432-1234. (PW)

29. The U.S. Environmental Protection Agency (EPA) has empowered the San Francisco Bay Regional Water Quality Control Board (RWQCB) to administer the National Pollution Elimination Discharge System (NPDES) permit. The NPDES permit requires all dischargers, including but not limited to construction activities, to eliminate as much as possible pollutants entering our receiving waters. Construction activities which disturb 1 acres or greater are viewed as a source of pollution, and the RWQCB requires a Notice of Intent (NOI) be filed, along with obtaining an NPDES Construction Permit prior to the start of construction. A Storm Water Pollution Prevention Plan (SWPPP) and a site monitoring plan must also be developed by the owner or designee, and approved by the City prior to permit issuance for site clearance or grading. Contact the RWQCB for questions regarding your specific requirements at (800) 794-2482. For general information, contact the City of Milpitas at (408) 586-3329. (PW)

30. The owner or designee shall comply with Regional Water Quality Control Board's C.3 requirements and implement the following:

a. At the time of building permit plan check submittal, the owner or designee shall submit a "final" Stormwater Control Plan and Report.

b. Site grading, drainage, landscaping and building plans shall be consistent with the approved Stormwater Control Plan.

c. The Plan and Report shall be prepared by a licensed Civil Engineer and certified that measures specified in the report meet the C.3 requirements of the Regional Water Quality Control Board (RWQCB) Order, and shall be implemented as part of the site improvements.

d. The final Storm Water Control Plan will NOT be approved for City acceptance until an approved third party reviewer review the plan and certify the plan to the MRP requirements and compliance. (PW)

31. Prior to any building permit issuance, the owner or designee shall submit an Operation and Maintenance (O&M) Plan for the long-term operation and maintenance of C-3 treatment facilities. (PW)

32. Prior to Final Occupancy issuance, the owner or designee shall execute and record an O&M Agreement with the City for the operation, maintenance and annual inspection of the C.3 treatment facilities. (PW)

33. Prior to building, site improvement or landscape permit issuance, the building permit applications shall be consistent with the owner or designee's approved Stormwater Control Plan and approved special conditions, and shall include drawings and specifications necessary to implement all measures described in the approved Plan. As may be required by the City's Building, Planning or Engineering Divisions, drawings submitted with the permit application (including structural, mechanical, architectural, grading, drainage, site,

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landscape and other drawings) shall show the details and methods of construction for site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control stormwater flow and potential stormwater pollutants. Any changes to the approved Stormwater Control Plan shall require Site & Architectural ("S" Zone) Amendment application review. (PW)

34. Prior to issuance of Certificate of Occupancy, owner or designee shall submit a Stormwater Control Operation and Maintenance (O&M) Plan, acceptable to the City, describing operation and maintenance procedures needed to insure that treatment BMPs and other stormwater control measures continue to work as intended and do not create a nuisance (including vector control). The treatment BMPs shall be maintained for the life of the project. The stormwater control operation and maintenance plan shall include the applicant's signed statement accepting responsibility for maintenance until the responsibility is legally transferred. (PW)

35. Per Milpitas Municipal Code Chapter 2, Title X (Ord. No. 201), the owner or designee may be required to obtain a permit for removal of any existing tree(s). Contact the Street Landscaping Section at (408) 586-2601 to obtain the requirements and forms. (PW)

36. In accordance with Chapter 5, Title VIII (Ord. 238) of Milpitas Municipal Code, for new and/or rehabilitated landscaping 2500 square feet or larger the owner or designee shall:

a. Provide separate water meters for domestic water service & irrigation service. Owner or designee is also encouraged to provide separate domestic meters for each tenant.

b. Comply with all requirements of the City of Milpitas Water Efficient Ordinance (Ord No 238). Two sets of landscape documentation package shall be submitted by the owner or designee or the landscape architect to the Building Division with the building permit plan check package. Approval from the Land Development Section of the Engineering Division is required prior to building permit issuance, and submittal of the Certificate of Substantial Completion is required prior to final occupancy inspection.

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

37. Per Chapter 6, Title VIII of Milpitas Municipal Code (Ord. No. 240), the landscape irrigation system must be designed to meet the City's recycled water guidelines and connect to recycled water system when available. The owner or designee is encouraged to design the entire landscaped area for recycled water connection. If the site is not properly designed for recycled water at this time, the entire site will be required to retrofit when recycled water becomes available. Contact the Land Development Section of the Engineering Division at (408) 586-3329 for design standards to be employed. (PW)

38. Prior to any work within public right of way or City easement, the owner or designee shall obtain an encroachment permit from City of Milpitas Engineering Division. (PW)

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39. The owner or designee shall call Underground Service Alert (U.S.A.) at (800) 642-2444, 48 hrs prior to construction for location of utilities. (PW)

40. It is the owner or designee's responsibility to obtain any necessary permits or approvals from affected agencies and private parties. Copies of any approvals or permits must be submitted to the City of Milpitas Engineering Division. (PW)

41. Prior to start of any construction, the owner or designee 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, personal parking, temporary construction fencing, construction information signage, and establish a neighborhood hotline to record and respond to neighborhood construction related concerns. The owner or designee shall coordinate their construction activities with other construction activities in the vicinity of this project. The owner or designee'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. (PW)

42. The Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency (FEMA) under the National Flood Insurance Program shows this site to be in Flood Zone "D". (PW)

Conditional Use Permit

43. Based on the existence of any future condition as solely determined by City in which the drive-through queue consistently extends to the point of conflicting with onsite or off-site traffic, such conflict shall be grounds for further review of the Conditional Use Permit, which may lead to additional operational or site development modifications as necessary to resolve conflict. (P)

44. Installation of menu board associated with drive-through establishment shall comply with the Milpitas Sign Ordinance requirements and shall comply with noise standards for the General Commercial Zone. (P)

45. Any future restaurant uses shall comply with the following performance standards:

a. Seating shall not exceed that which the amount of parking allocated for the restaurant space would allow. A sign measuring at least one (1) foot by one (1) foot, with a lettering height of at least three (3) inches, shall be placed in a conspicuous location near the restaurant front entrance stating the maximum total seating allowed.

b. The restaurant shall comply with the City Council's Guidelines for Recycling Enclosures (Resolution No. 6296).

c. The restaurant shall incorporate measures to reduce odors to acceptable levels, including, but not limited to, installation of a scrubber, carbon filter or similar equipment, on the roof vent to control odors.

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d. All the facility's floor drains, trash compactors and indoor mat and equipment washing areas shall be drained to the sanitary sewer.

e. Where applicable, the restaurant shall maintain an active account with a tallow hauling company.

f. The restaurant shall prepare and implement a program assigning restaurant staff responsibility for complying with the following guidelines which shall be adhered to while the restaurant is in operation:

g. Wash all containers and equipment in the kitchen areas so that wash water may drain into the sanitary sewer.

h. Keep garbage dumpsters clean inside and out; replace very dirty dumpsters with new, clean ones.

i. Double bag waste to prevent leaking.

j. Place, do not drop or throw, waste-filled bags, to prevent leaking.

k. Keep the ground under and around the garbage dumpsters swept.

l. Sprinkle the ground lightly after sweeping with a mixture of water and a little bleach.

m. Hold training sessions to instruct employees on the proper procedures in the handling and disposal of food items; the general maintenance and use of the compactor and any other procedures that would assist the business in complying with all State and local health and sanitation standards. A record of such training must be kept to prove compliance with this requirement.

n. Post signs (in English and multi-lingual) inside the premises for all employees identifying procedures for food delivery and garbage disposal.

o. All garbage bins shall be stored in the garbage enclosure except for the twelve (12) hours immediately before and after garbage collection. (P)

45. The design, quality, materials and colors used for chairs, tables, lighting and other fixtures shall complement the architectural style and colors used on the adjacent buildings. (P)

46. Outdoor dining areas that have more than four tables or more than eight chairs shall separate the dining area from the walkway with fencing, swag roping, decorative plants, landscape planters, or other architectural barriers that prevent encroachment of tables and chairs into the five-foot pathway being maintained for pedestrian access. (P)

47. Lighting will be required for outdoor dining areas where food will be eaten during the evening hours. The lighting fixtures must be decorative and complement the architectural character of the building and area. Lights mounted on the building shall not cause direct glare or other visual obstruction to pedestrians or vehicle drivers along the street and public walkway, and should illuminate only the sidewalk area. (P)

48. Portable umbrellas may be permitted provided they do not obstruct the public right-of-way or walkway, and do not contain advertising. (P)

49. The owner of the primary business is responsible for proper operation of the outdoor dining area. Outdoor dining shall be continuously supervised by management or employees. Food

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establishments serving alcoholic beverages shall have a supervisor, at least 21 years of age, on-site at all times of operation. Any behavior that disturbs customers or passersby on the sidewalk will constitute grounds for revocation of any permit(s) to operate an outdoor dining area. (P)

50. Establishments are required to maintain all areas in and around the sidewalk dining area in a manner which is clean and free of litter and debris. (P)

51. The outdoor dining hours of operation shall be limited to the hours of operation of the associated food or beverage establishment. (P)

52. Outdoor dining areas shall be operated in a manner that meets all requirements of the health department of Santa Clara County and all other applicable regulations, laws, ordinances and standards. Food establishments serving alcoholic beverages shall also obtain all necessary permits required by the State Alcoholic Beverage Control Department. (P)

53. All outdoor displays must be placed so as not to obstruct business entrances, pedestrian pathways and driveways. (P)

54. Outdoor displays shall not include signs or contain advertising materials and limited to artwork, pottery, architectural feature and/or decorative planters. (P)

55. The sale or on-site consumption of alcohol is not approved with this permit. (P)

(P) = Planning
(PW) = Public Works
(CA) = City Attorney

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CIVIL ENGINEER: I hereby declare that I am the engineer of work for this project, that I have exercised responsible charge over the design of the project as defined in section 6703 of the business and professions codes, and that the design is consistent with current standards. The design shown hereon is necessary and reasonable and does not restrict any historic drainage flows from adjacent properties nor increase drainage to adjacent properties. The design includes principles and techniques to reduce quantity and improve the quality of storm water runoff, as required by NPDES. I understand that the check of project drawings and specifications by the City of Milpitas is confined to a review only and does not relieve me, as engineer of work, of my responsibilities for project design.

SIGNATURE

Firm: LUJ & ASSOCIATES

Address: 738 ALFRED NOBEL DR. HERCULES, CA 94547

Telephone: 510-724-3388

P.E.

SEAL

SOILS ENGINEER: These plans have reviewed and found to be in substantial conformance with the intent and purpose of the geotechnical exploration report dated _____, prepared by _____.

(Name) _____ Date _____

Firm: _____ SEAL

Address: _____

Telephone: _____

Record Drawings

To be completed prior to acceptance of work by the City

Signature + Seal

Date

P.E. No. _____ Exp. _____

Public Works Inspector: _____

Revisions

Num.	Date	By	Description	City Engr.	Apvr.	Date

CITY OF MILPITAS

ENGINEERING DIVISION

Approved: *Steven Erickson*

City Engineer Date

Any changes to public improvements shall be approved by the City engineer.

Recommended for approval: *10/3/2022*

Pro Dept. / V. Date 10/5/2022

Engineering Date

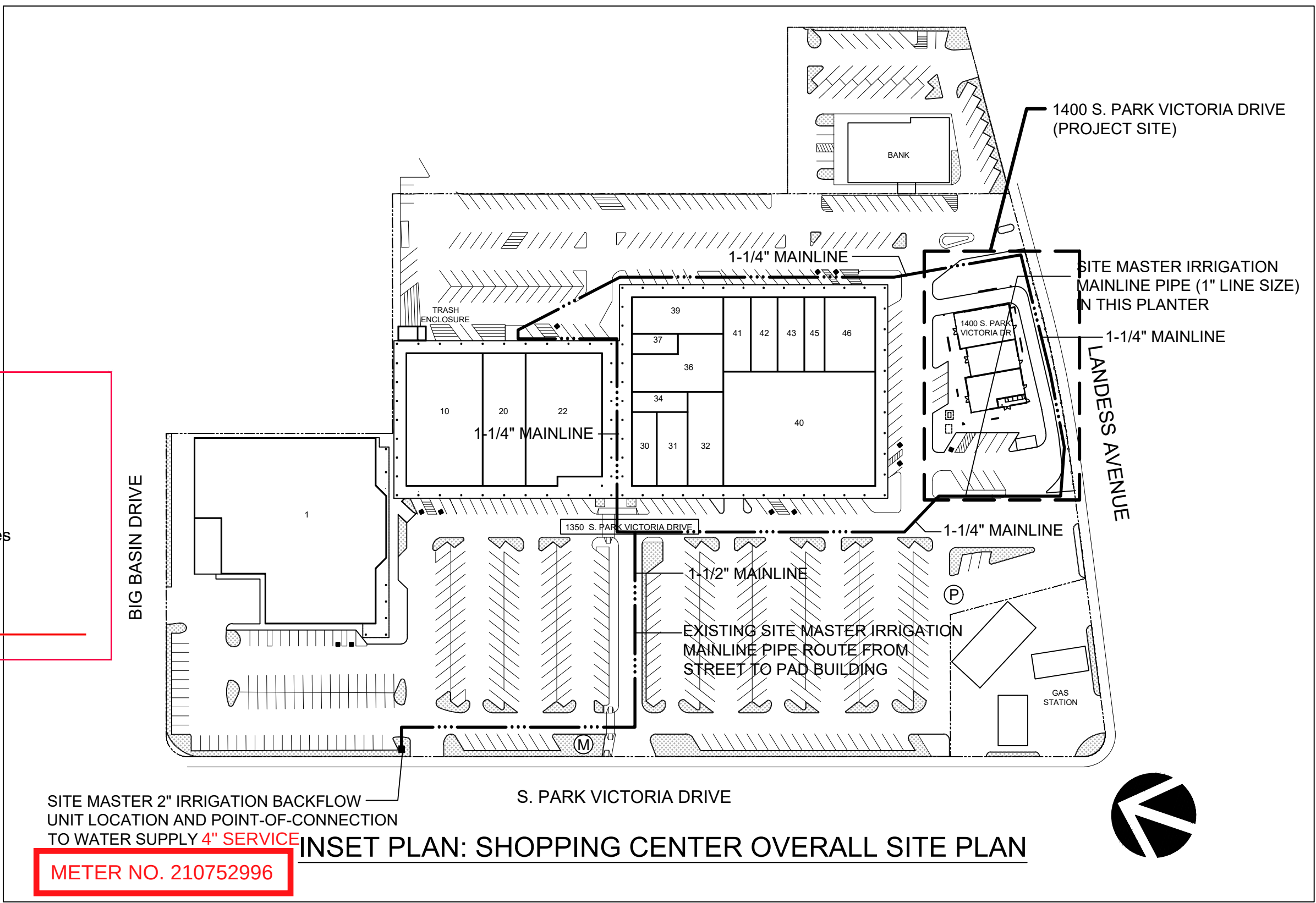
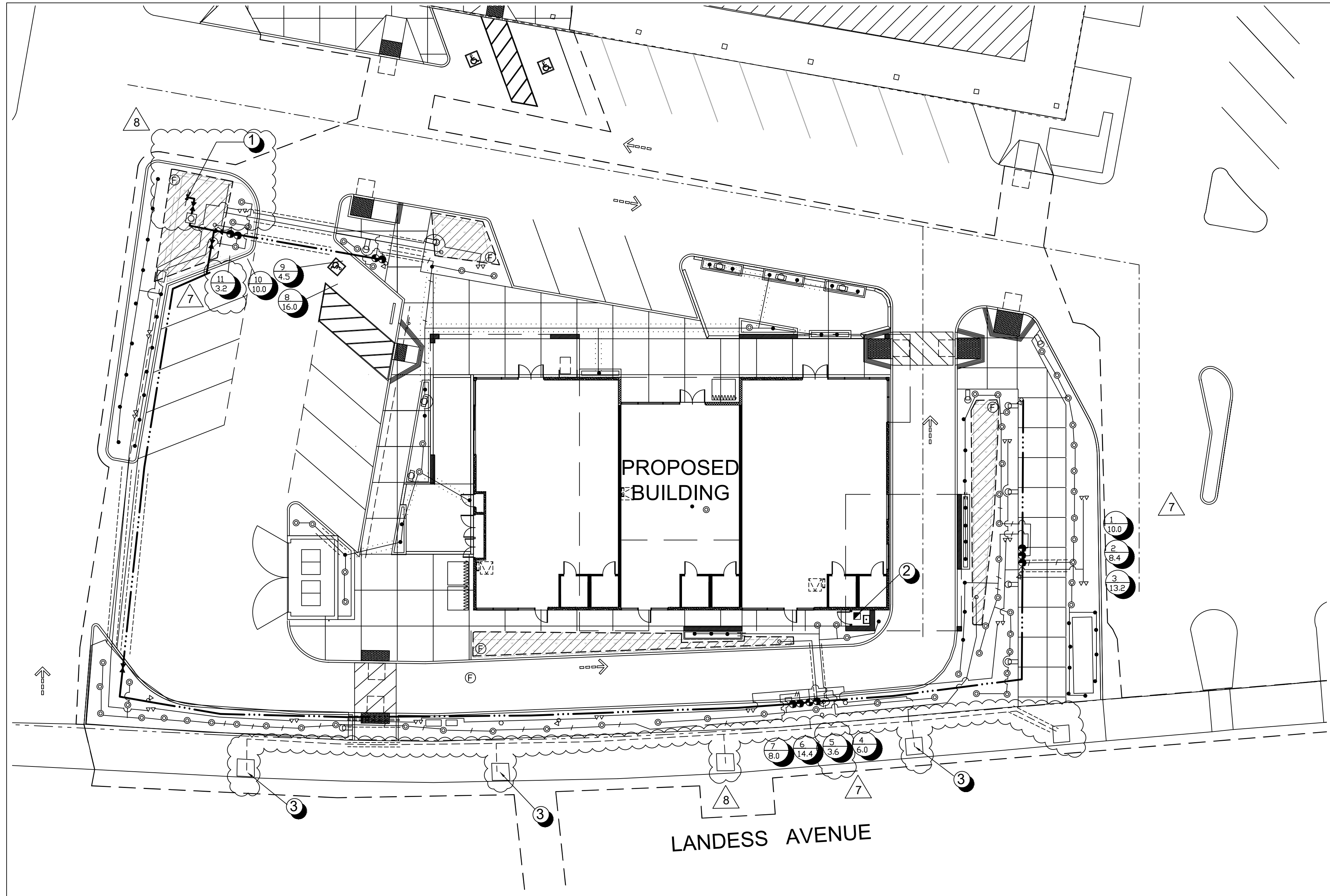
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File No. 2-1199

E.P. No. E-EN21-0109

Sheet 9 of 10

179

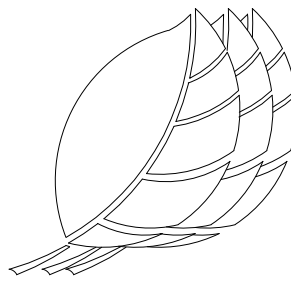


CITY OF MILPITAS
Engineering Division

APPROVED

□ As Submitted
XX As Noted See Red Line Changes
□ With Conditions

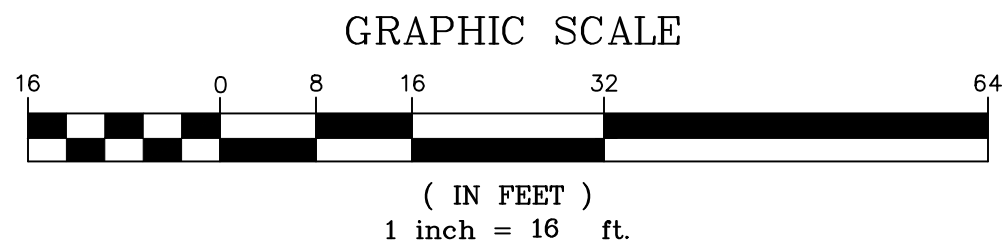
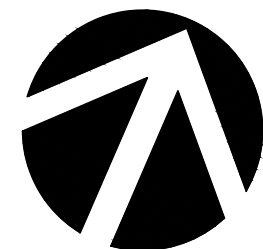
By: *Steven Erickson*



Thomas Baak & Associates, LLP
Landscape Architects
1620 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925.933.2583

IRRIGATION LEGEND:

- 'RAINBIRD' #ESP-LXME 12 STATION EXTERIOR PEDESTAL-MOUNT SMART CONTROLLER WITH #ESP12LXME TWELVE STATION CONTROLLER BASE #ESP-LXME LOCKING METAL CABINET, #LXMMPED METAL PEDESTAL, AND #ETC-LX ET MANAGER CARTRIDGE
- △ 7 'RAINBIRD' FS-100-B 1" BRASS FLOW SENSOR WITH SUPERIOR 1" 3100 SERIES NORMALLY OPEN MASTER CONTROLLER VALVE. FLOW SENSOR SHALL BE WIRED TO CONTROLLER WITH #EV-CAB-SEN COMMUNICATION CABLE INSIDE 1" PVC CONDUIT.
- ▶ 'KING BROS' SCHEDULE 80 PVC BALL VALVE; LINE SIZE
- ◇ 'RAINBIRD' #44-RC QUICK COUPLER VALVE IN LOCKING PLASTIC VALVE BOX AT 100' O.C. (MAX.); PROVIDE (1) #44K KEY AND HOSE SWIVEL PER (5) Q.C.V.'S
- 'RAINBIRD' #PEB SERIES REMOTE CONTROL VALVE, SIZE SHOWN ON PLAN; MOUNT WITHIN 'CARSON BROOKS' PLASTIC VALVE BOX WITH STAINLESS LOCK DOWN BOLTS
- 'RAINBIRD' #PEB SERIES REMOTE CONTROL VALVE AND 'AMIAD' FILTER WITH #150 MESH SCREEN, SIZE SHOWN ON PLAN; MOUNT WITHIN 'CARSON BROOKS' PLASTIC VALVE BOX WITH STAINLESS LOCK DOWN BOLTS
- — — — — MAIN LINE: 1-1/4" CLASS 315 PVC PIPE WITH SCHEDULE 40 PVC SOLVENT-WELD FITTINGS; ALL CUTS TO BE SQUARE, PRIMER TO BE USED. PROVIDE 18" (MIN.) COVER
- — — — — LATERAL LINE: CLASS 200 PVC PIPE WITH SCHEDULE 40 PVC SOLVENT-WELD 3/4" FITTINGS; SEE PLAN FOR LINE SIZE. ALL CUTS TO BE SQUARE, PRIMER 1" TO BE USED. PROVIDE 12" (MIN.) COVER
- - - - - 4" SCHEDULE 40 PVC PIPE SLEEVES UNDER PAVING (6" FOR SHARED PIPES GROUPED IN SLEEVES); PROVIDE 24" (MIN.) COVER BELOW FINISH BASE ROCK GRADE
- SAND TRENCH: PROVIDE 4" OF CLEAN SAND ON ALL SIDES OF BURIED PIPE, PROVIDING ADEQUATE DEPTH PER LEGEND ABOVE; BACKFILL AND COMPACT TRENCHES PRIOR TO INSTALLING FORMS FOR PAVING.
- ⊙ 0.06 CONTROLLER STATION NUMBER GALLONS PER MINUTE
- ▨ 'RAINBIRD' XFD-P-09-12-500 ON-SURFACE DRIP LINE; EMITTERS AT 12" SPACING, FLOW AT 0.90 GPH; SET LENGTHS ON GRADE IN PARALLEL ROWS 12" APART PROVIDING CONTINUOUS COVERAGE ACROSS ALL PROPOSED SHRUB/GROUND COVER PLANTING AREAS; TUBING TO BE EXTENDED FROM EXISTING RISERS IN PLANTER WITH ADAPTORS; PROVIDE COMPRESSION FITTINGS AND ADAPTORS PER MANUFACTURER'S SPECIFICATIONS; STAKE TO GRADE WITH TIE-DOWN METAL STAKES AT 3 FT. SPACING (MAX).
- ⊕ 'RAINBIRD' FLUSH VALVE; #MDCFCAP REMOVABLE FLUSH CAP WITH #MDCFCOUP COUPLING
- △ 7 ⊙ 'PEPCO' #856 OCTABUBBLER (BLACK, 0.80 GPM HEAD) EMITTER SCHEDULE: (2) PER 5 GAL. PLANT, (1) PER 1 GAL. PLANT
- 'PEPCO' #5633 QUADRABUBBLER (BLACK, 0.40 GPM HEAD) EMITTER SCHEDULE: (2) PER 5 GAL. PLANT, (1) PER 1 GAL. PLANT
- ▽ 'RAINBIRD' #1401 FLOOD BUBBLER (0.25 GPM) IN PERF. TUBE FILLED WITH GRAVEL; (2) PER SYMBOL AT TREES AS SHOWN ON PLAN
- 'RAINBIRD' #1401 FLOOD BUBBLER (0.25 GPM) ON IPS FLEX PIPE SET ON EXISTING TREE ROOT BALL (TYPICAL OF 2 SITE TREES ALONG FRONTAGE)
- △ 7 ① POINT-OF-CONNECTION TO WATER SUPPLY: PROVIDE CONNECTION TO EXISTING IRRIGATION MAINLINE WITH 'THREADED TEE' AND ADAPT TO NEW 1-1/4" PVC MAIN LINE AND EXTEND TO NEW FLOW SENSOR MASTER VALVE ASSEMBLY; VERIFY A MINIMUM AVAILABLE STATIC WATER PRESSURE OF 65 PSI; IF EXCEEDS 90 PSI INSTALL 'WILKINS' #600 PRESSURE REGULATOR IN 10" ROUND PLASTIC VALVE BOX. VERIFY A MINIMUM AVAILABLE FLOW OF 16 GPM. SEE INSET PLAN FOR SITE MASTER IRRIGATION MAINLINE PIPE ROUTE FROM STREET TO PAD BUILDING
- ② EXTERIOR PEDESTAL-MOUNT CONTROLLER: PROVIDE 120 VOLT POWER WITHIN RIGID CONDUIT FROM SOURCE STUBBED-OUT BY ELECTRICAL CONTRACTOR TO CONTROLLER LOCATION; FINAL LOCATION TO BE COORDINATED WITH PROJECT SUPERINTENDENT. ALL ABOVE GRADE CONTROL WIRES SHALL BE CONTAINED WITHIN PVC ELECTRICAL CONDUIT SECURELY FASTENED TO PEDESTAL WALL.
- ③ FIELD VERIFY EXISTING WORKING IRRIGATION APPLICATION TO STREETS TREES NOTED ON PLAN; IF NONE EXISTS, EXTEND 3/4" CLASS 200 PVC LATERAL FROM PROPOSED TREE BUBBLER CONTROL VALVE CIRCUIT TO TREE WELL(S) AND INSTALL (2) 'RAINBIRD' #1402 (0.5 GPM) FLOOD BUBBLERS ON FLEX TUBING, SECURED TO TOP OF TREE ROOT BALLS; COVER WITH DECORATIVE BARK DRESSING (PER PLANTING NOTES).



REFER TO SHEET L-2 FOR DETAILS AND NOTES

Item # C10.

PROJECT TITLE / ADDRESS

PARK TOWN PLAZA

**RETAIL BUILDING &
ASSOCIATED SITE
IMPROVEMENTS**

Park Town Plaza
1400 S. Park Victoria Drive
Milpitas, CA 95035

ARCHITECT

MVJ Architects

6026 Acacia Avenue Oakland, CA 94618
TEL 510.821.2432

GENERAL CONTRACTOR

ABEI Associated Builders

4026 3rd Street San Francisco, CA 94124
TEL 415.285.6200

STRUCTURAL

John Ou and Associates
1813 Oak Knoll Drive Belmont, CA 94002
TEL 650.592.1450

MECHANICAL & PLUMBING

MK Engineers Inc.
3450 3rd Street, Suite 4B San Francisco, CA
TEL 415.282.3100 x101

ELECTRICAL

Szeto & Associates
951 Post Street, San Francisco CA
TEL 415-346-9197

LANDSCAPE

Thomas Baak & Associates
1620 North Main, #4 Walnut Creek, CA 94596
TEL 925 933 2583

CIVIL

Luk and Associates
738 Alfred Nobel Drive Hercules, CA 94547
TEL 510.724.3388

Stamp



SPC SITE IMPROVEMENT 9-23-2022
COMMENTS RE-SUBMITTAL

ISSUED DATE

SITE IMPROVEMENT PERMIT 05-12-2015

SPC SITE IMPROVEMENT 2-4-2022

COMMENTS RE-SUBMITTAL

REVISION DATE

SPC SITE IMPROVEMENT 10-8-2021

COMMENTS RE-SUBMITTAL

SPC 2ND SITE IMPROVEMENT 5-12-2015

COMMENTS RE-SUBMITTAL

SPC SITE IMPROVEMENT 12-05-2014

COMMENTS RE-SUBMITTAL

SITE DEVELOPMENT 01-07-2014

COMMENTS RE-SUBMITTAL

SITE DEVELOPMENT 10-16-2013

COMMENTS RE-SUBMITTAL

SITE DEVELOPMENT 07-25-2013

PERMIT SUBMITTAL

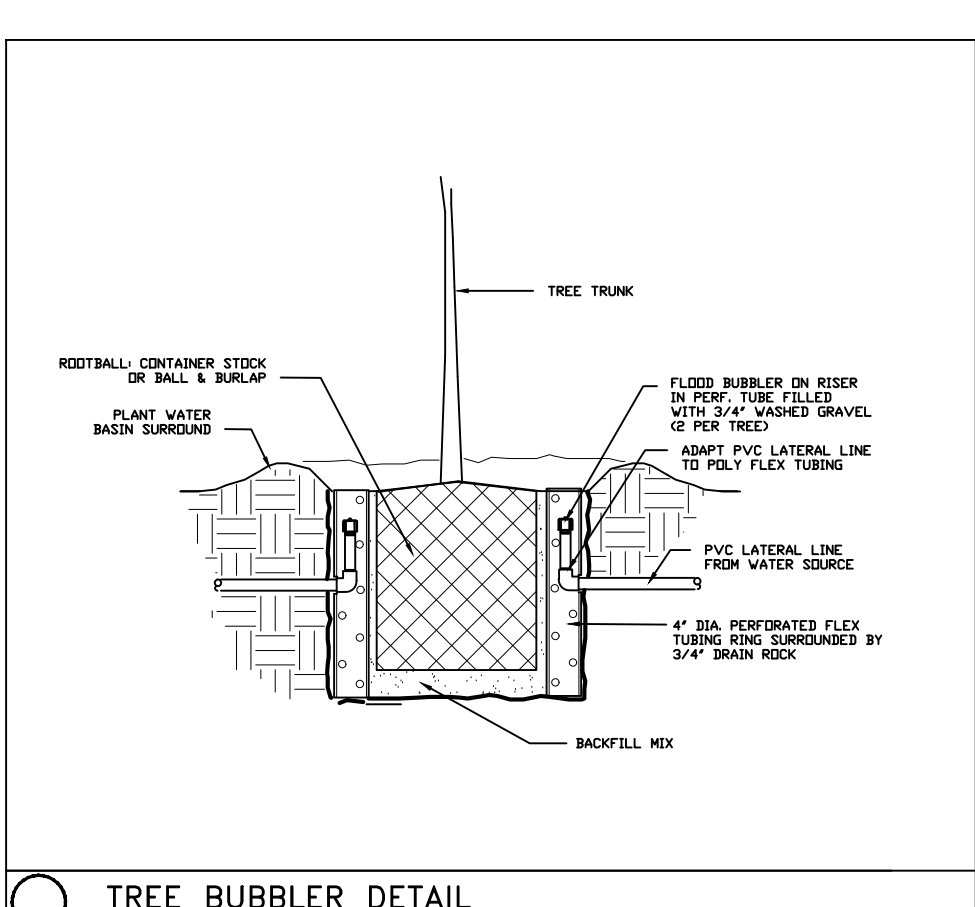
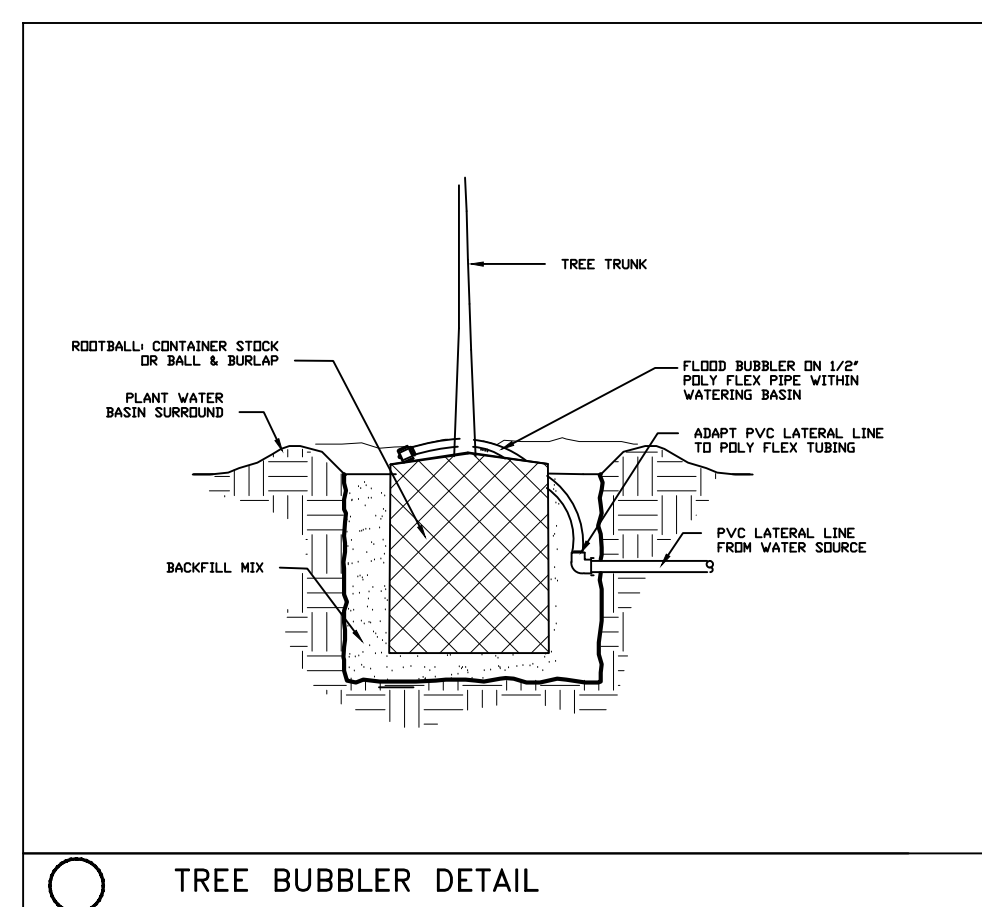
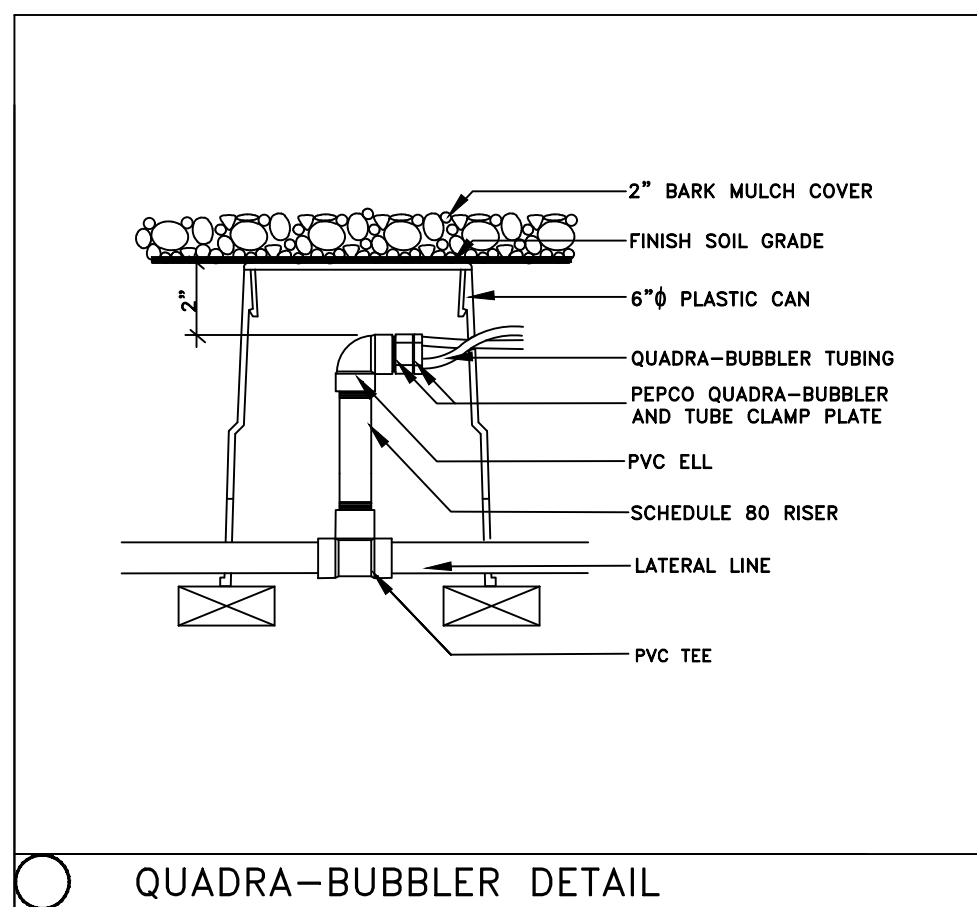
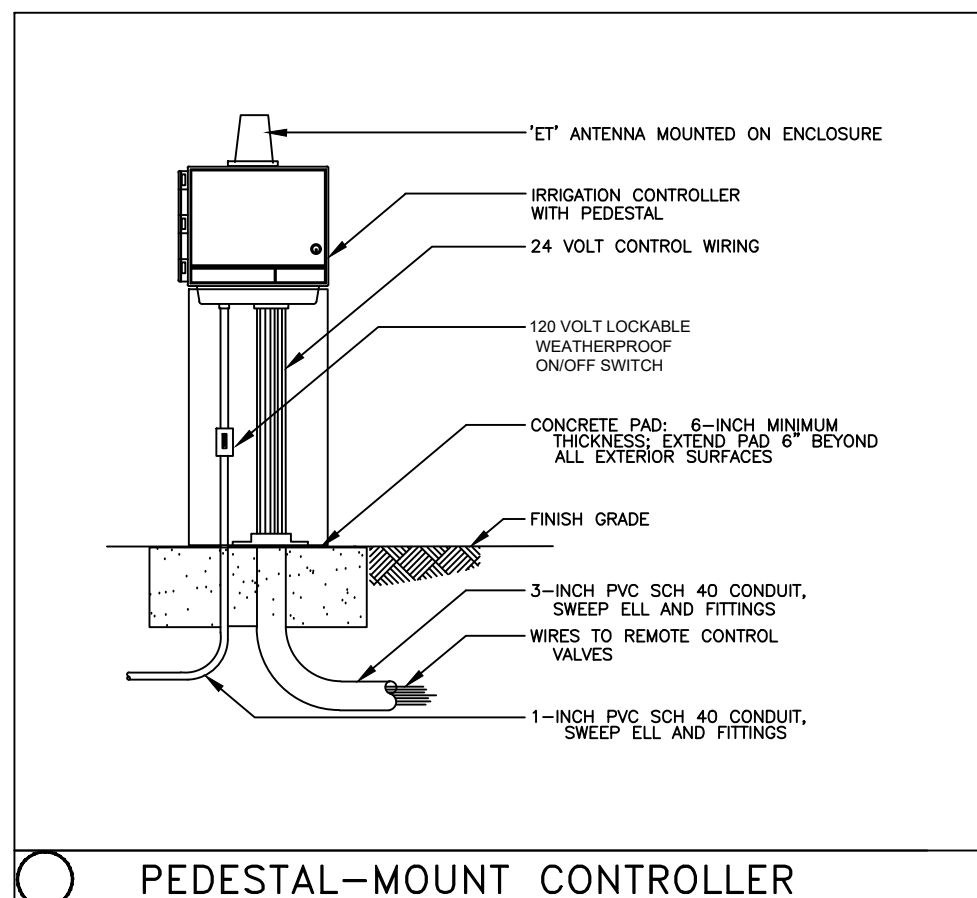
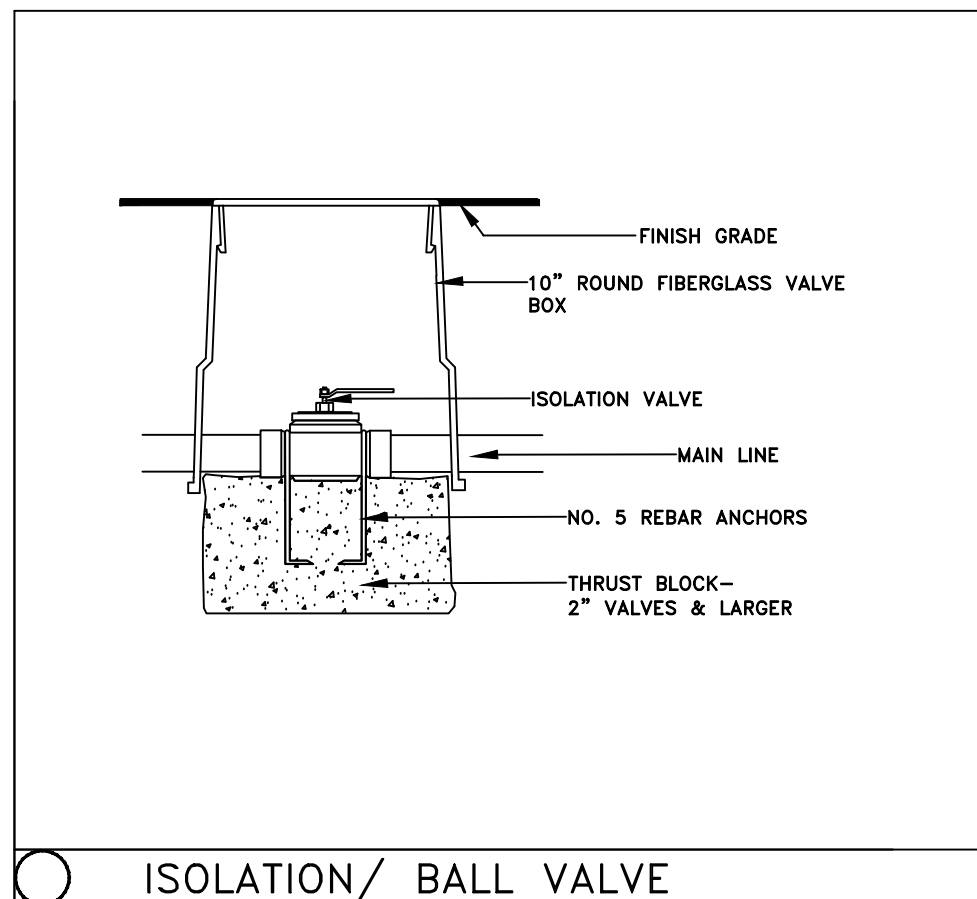
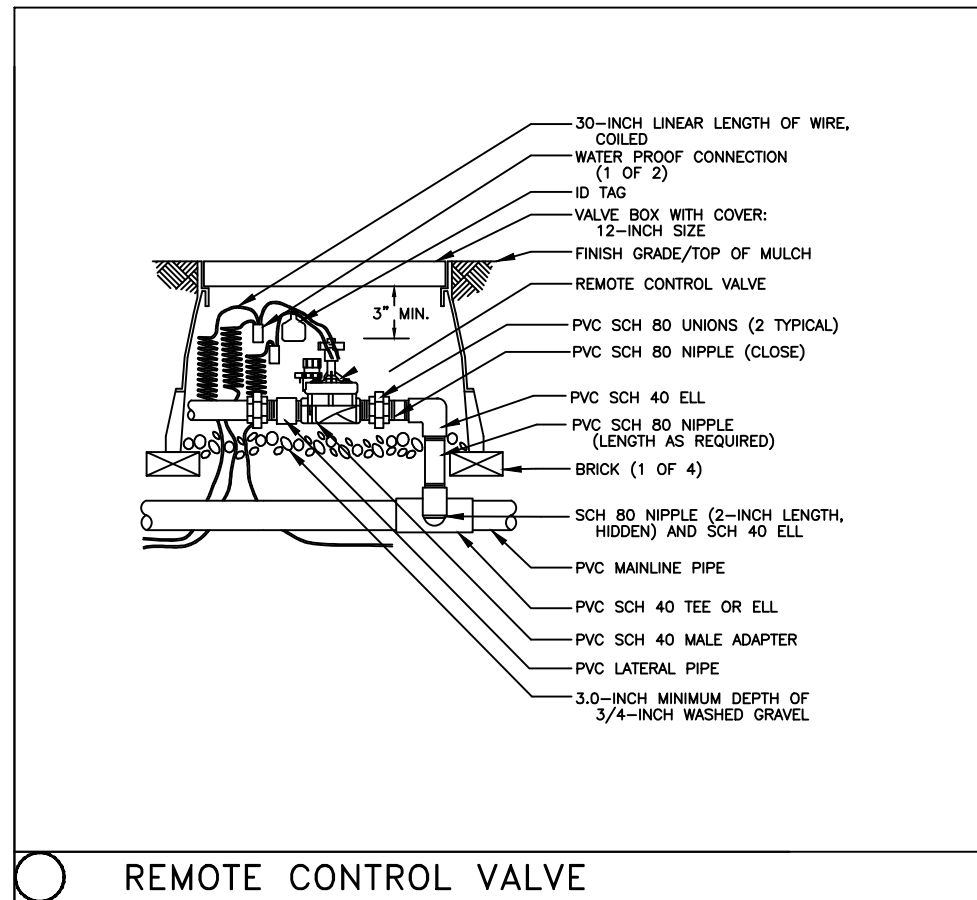
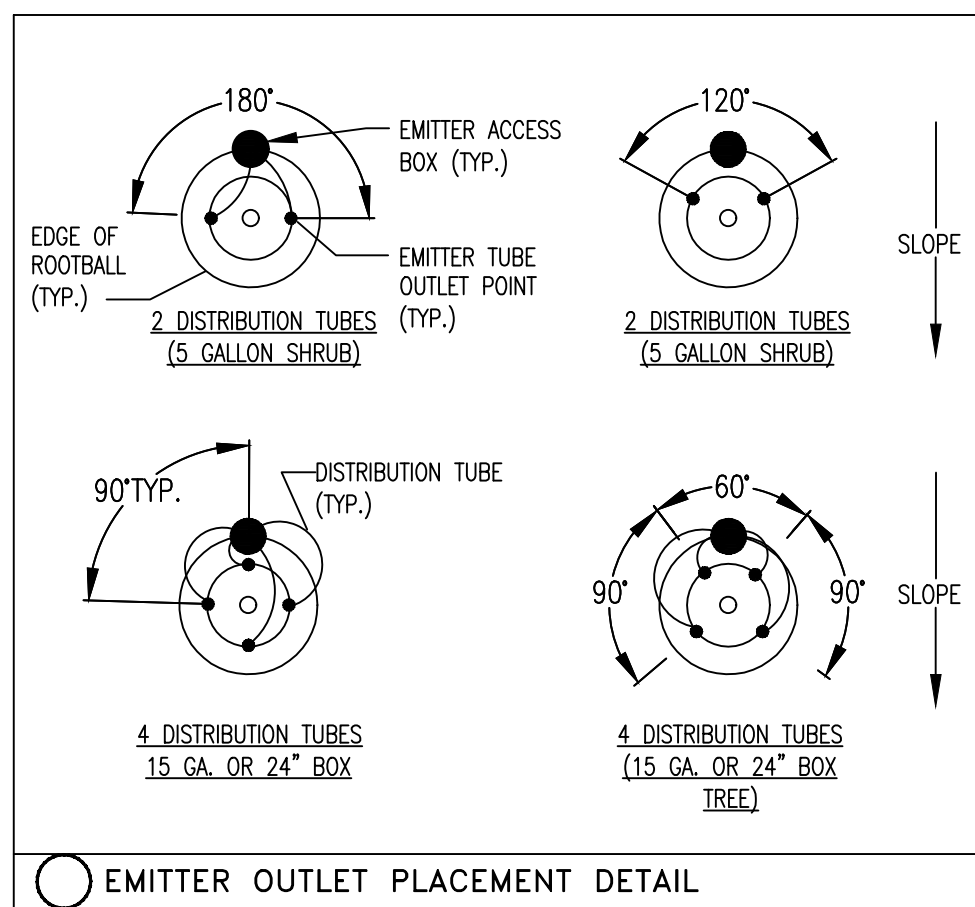
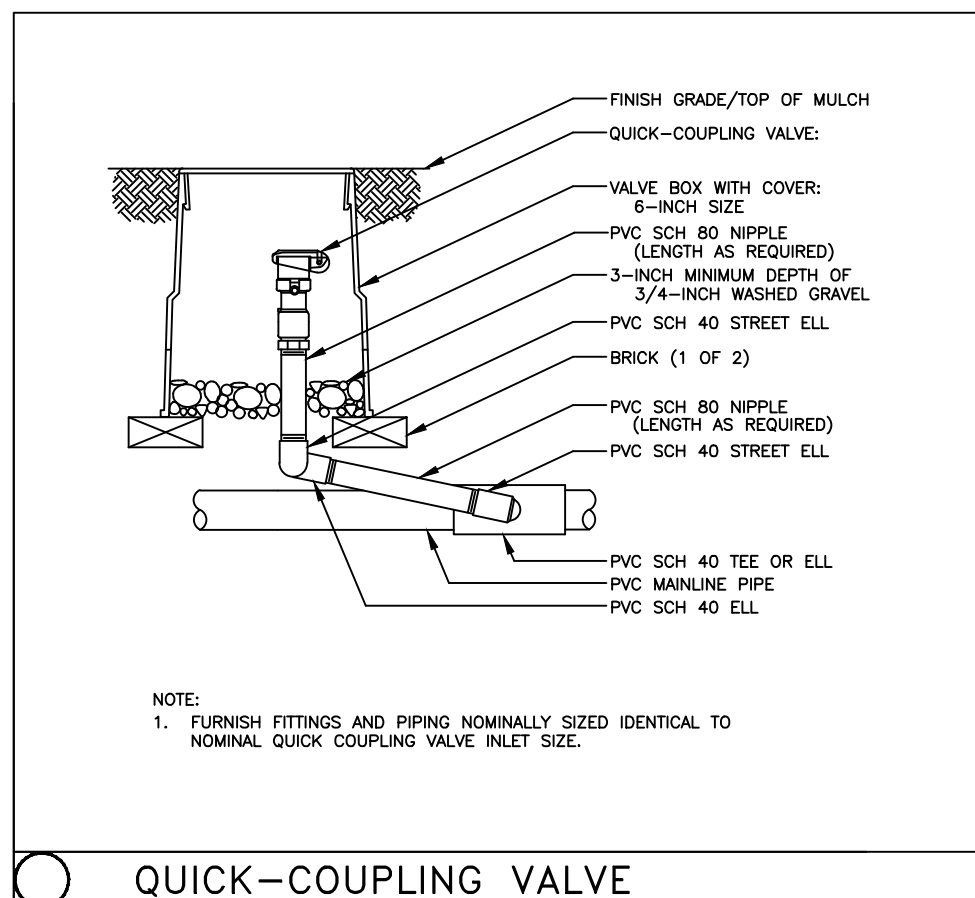
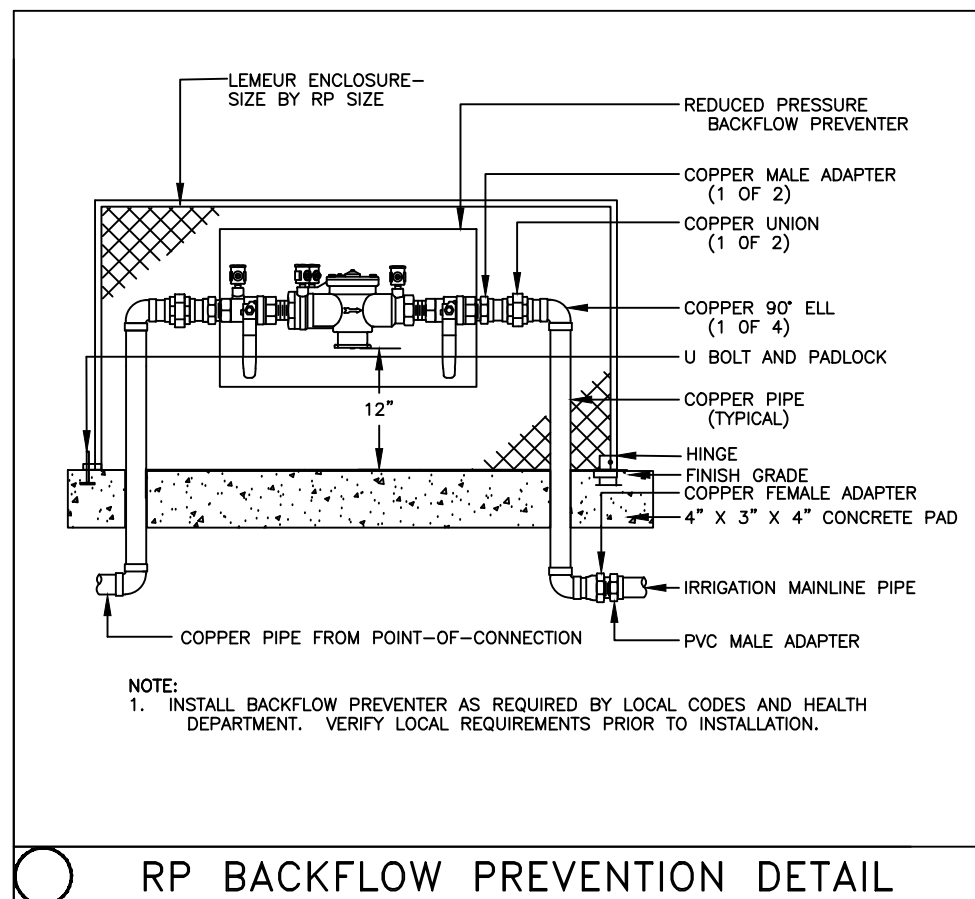
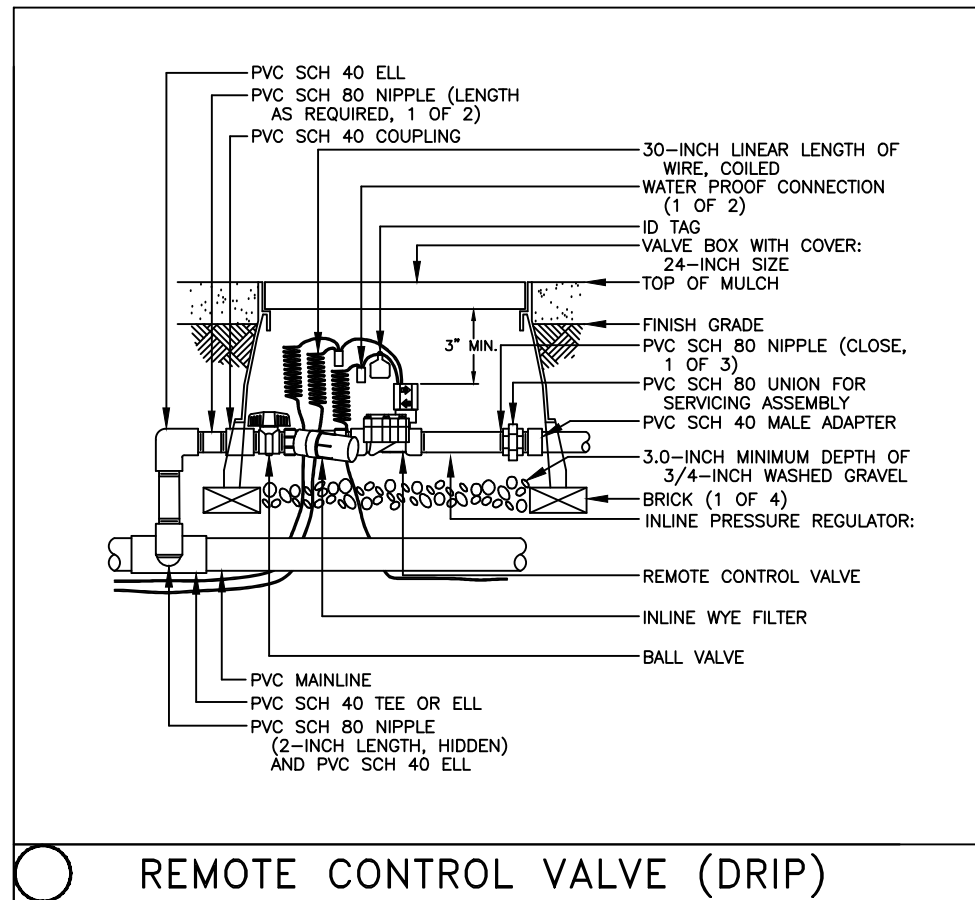
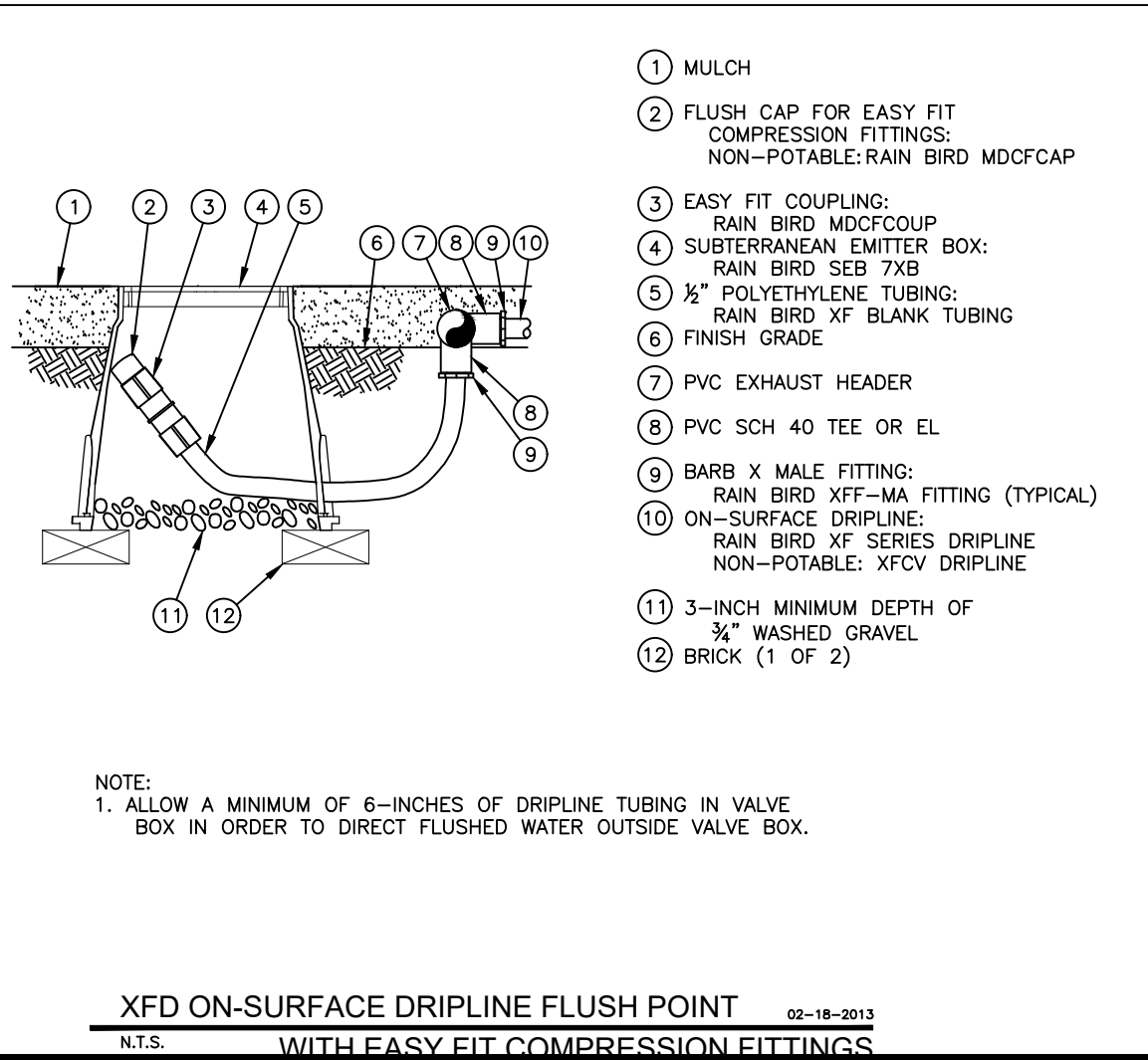
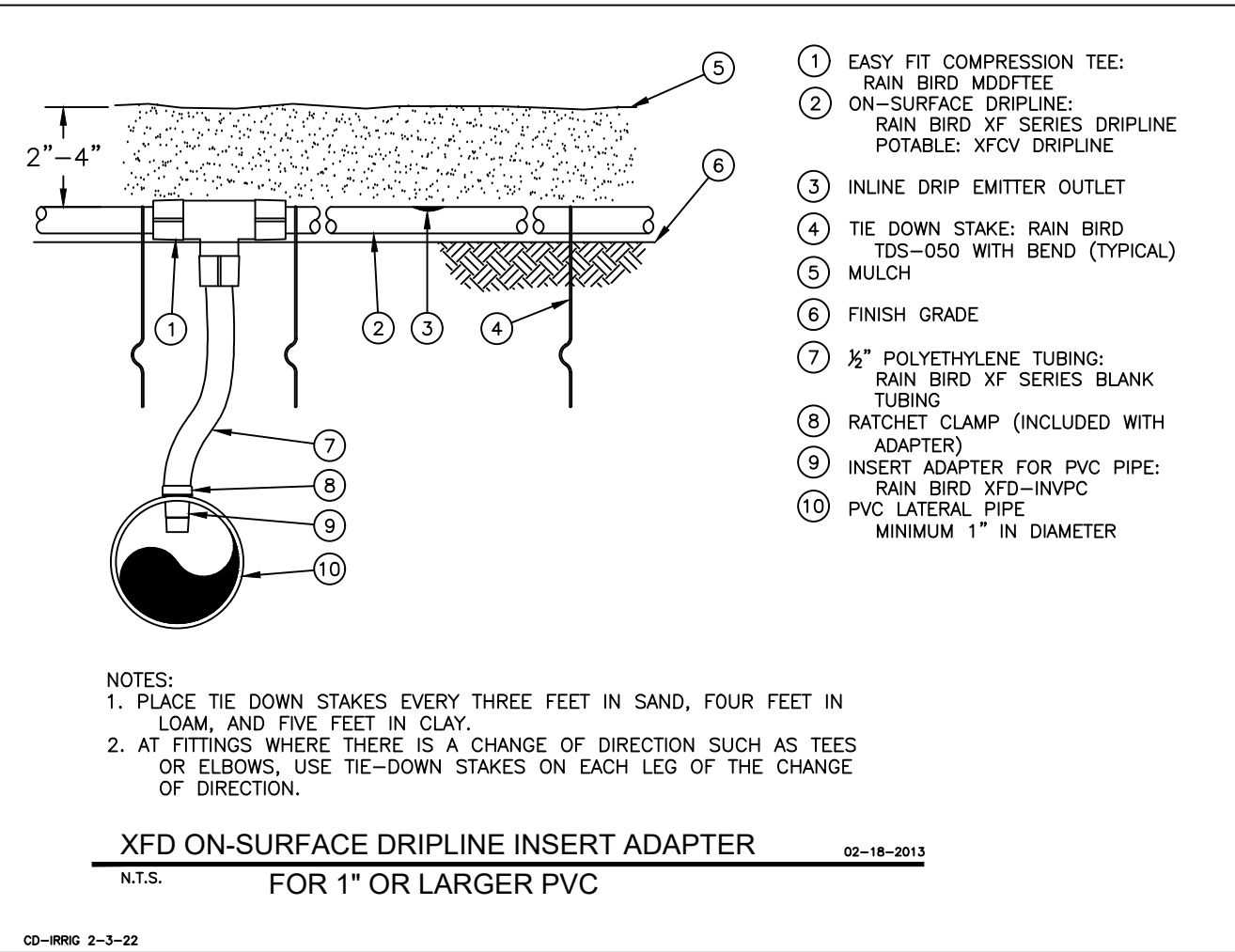
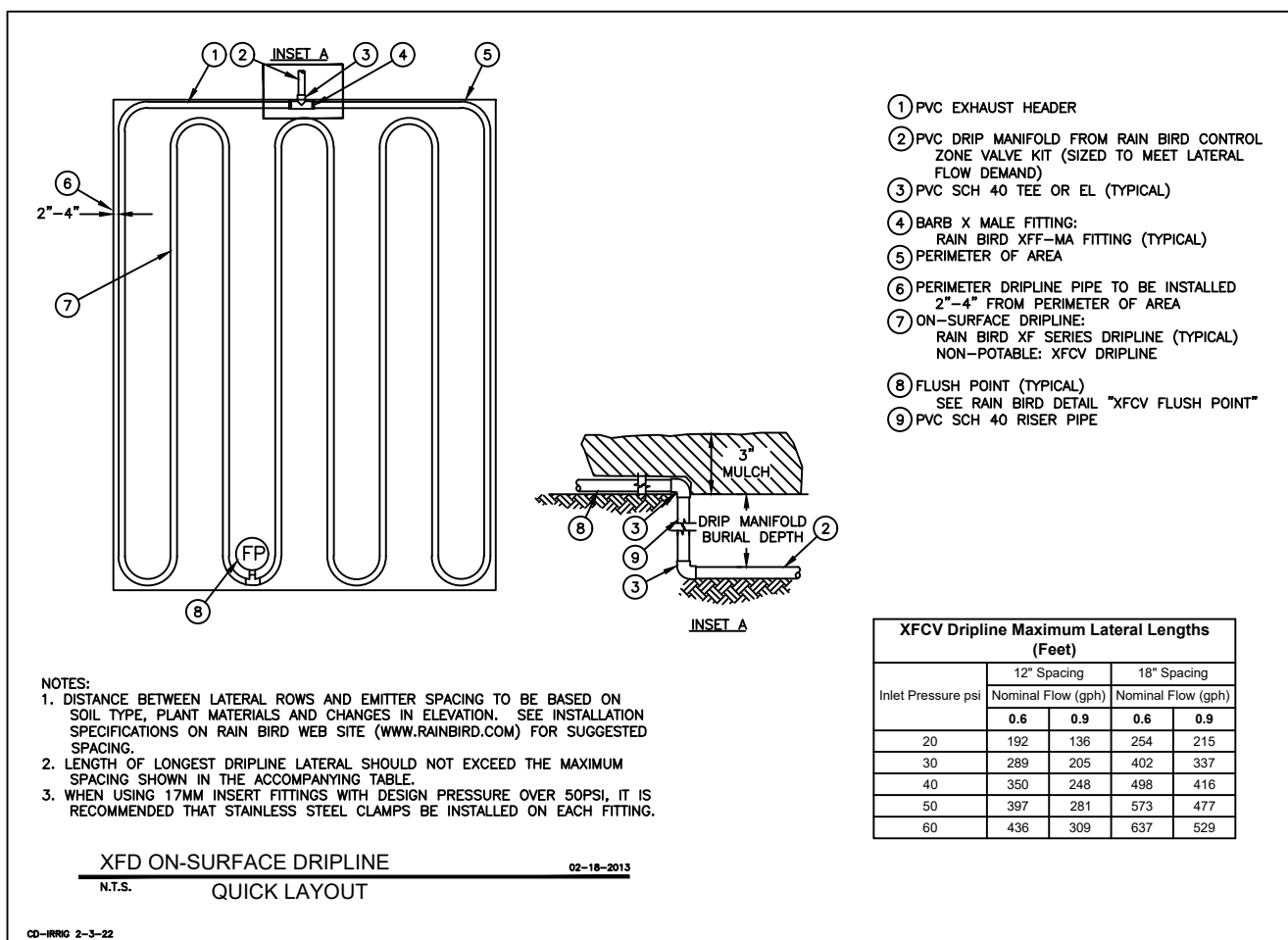
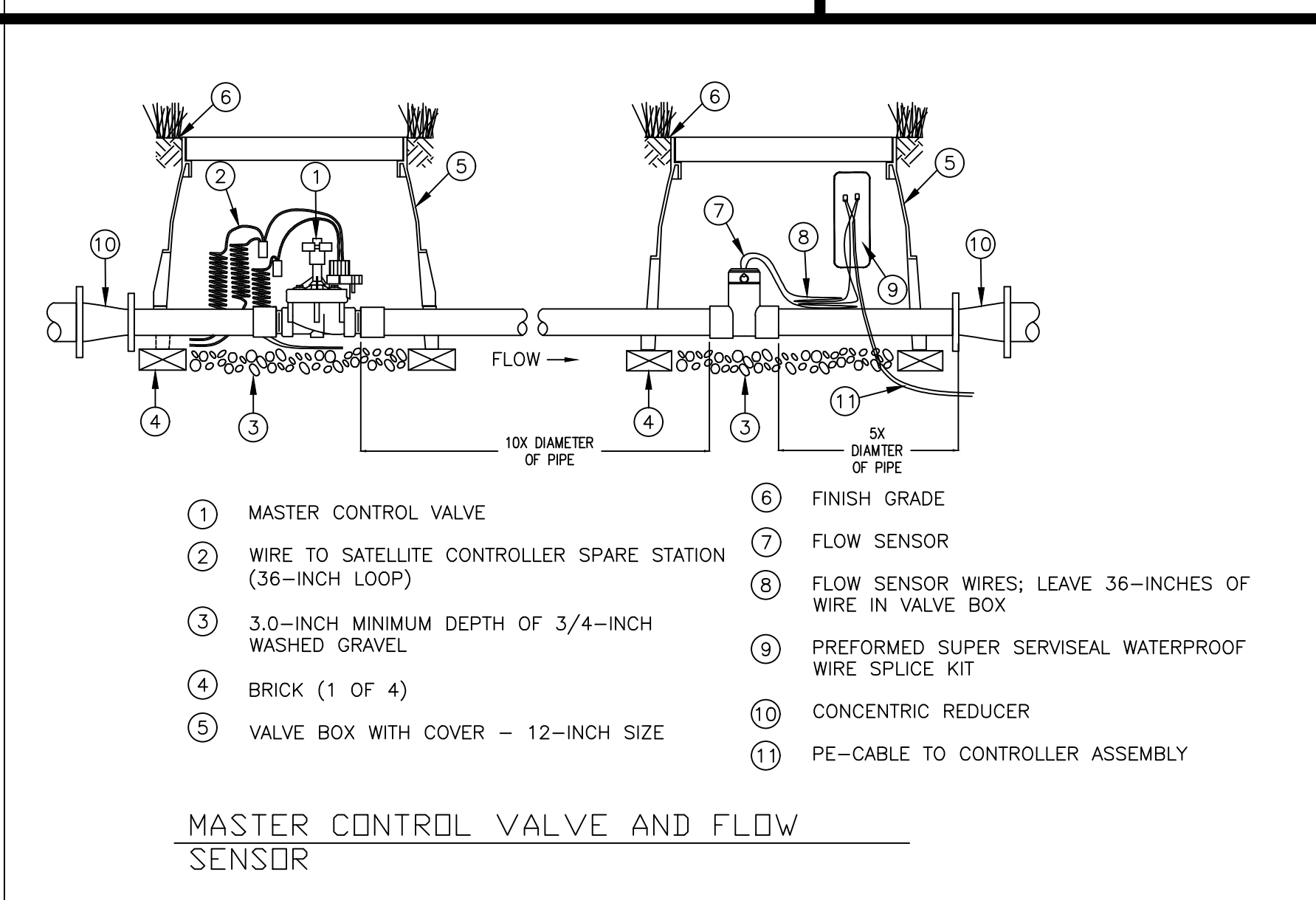
PRINTING DATE

SCALE

DRAWN

JOB NO.

DWG. TITLE



IRRIGATION NOTES:

GENERAL NOTES: Do not willfully install the irrigation system as shown on the drawings when it is obvious in the field that obstructions, grade differences or differences in area dimensions exist that might not have been considered in the design of the system. Such obstructions or differences should be brought to the attention of the Landscape Architect. Notify Landscape Architect of any aspects of layout, which will provide incomplete or insufficient water coverage of plant material and do not proceed until the instructions are obtained. In the event this notification is not performed, the Irrigation Contractor shall assume full responsibility for any revisions necessary. It is the responsibility of the Irrigation Contractor to familiarize himself with all the grade differences, location of walks, retaining walls, etc. prior to constructions. It shall be the Contractor's responsibility to protect in place (by all means necessary) all existing utilities unless otherwise specified on the plans. City standard drawings, specifications, specific notes & detail drawings and the soils report take precedence over general drawings and plans unless otherwise directed. Any deviation from approved plans during construction will require 48 hours prior notice to the Landscape Architect. At least one set of plans shall be on the site at all times for inspection. Irrigation Contractor shall comply with all State, County and City laws and ordinances; and regulations of the Department of Industrial Relations, O.S.H.A. and Industrial Accident Commission relating to the safety and character of work, equipment and labor personnel. The Irrigation Consultant assumes no responsibility beyond the adequacy of the design contained herein.

DRAWINGS: Due to the scale of drawings, it is not possible to indicate all offsets, fittings, sleeves, etc., which may be required. The Contractor shall also carefully investigate the structural and finished conditions affecting all of his work, plan his work accordingly and furnish such fittings, etc. as may be necessary to meet such conditions. Drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between irrigation system, planting and architectural features. All piping, valves, etc. shown within paved areas are for design clarification only and shall be installed in planting areas where possible.

CONTROLLER: Irrigation Contractor is to program timing of stations on controller to irrigate in the most efficient, water conserving manner possible. It is the responsibility of the Landscape Maintenance Contractor and/or the owner to program the Irrigation Controllers to provide the minimum amount of water needed to sustain proper plant health. This includes making adjustments to the program for seasonal weather changes, plant material needs, water requirements, changes in elevation, sun, shade and wind exposures. Contractor shall assume responsibility for any damage, erosion, puddling, etc. due to improper programming. Electrical Contractor to supply 120-VOLT A.C. (2.5 AMP) service & disconnect, junction box and conduit, as necessary, to controller location. Irrigation Contractor to make final connection from electrical sub-out to controller. Install new 9-VOLT Duracell battery(s) in controller (if required) to retain program in memory during temporary power failures. Controller shall have ground wire as per manufacturer's instructions.

VALVES: Backflow Device, Isolation and Control Valve locations shown are diagrammatic. Install in groundcover/shrub areas where possible (not in lawn area), and at the edges of the planting areas so as to not interfere with plant hole excavation. Install valve boxes 12 inches from and perpendicular to: walks, curbs, etc. and each box shall be 12 inches apart. The short side of valve box shall be parallel to walk, curb, edge, etc. Install (1) valve per rectangular box inline with the length of the box. Locate Quick Coupling Valves 2 inches from hardscape area. Irrigation Contractor to notify all local jurisdictions for inspection and testing of installed Backflow Device. If pressure exceeds 80 PSI, Contractor shall install Pressure Reducing equipment as required.

WIRING: Control wires shall be U.L. approved for direct burial in ground, Copper size #14-1. Common ground wire shall have white insulation jacket. Control wire shall have insulation jacket of color other than white. Splicing shall be done with 3M #3570 Scotchlok seal packs. Splicing of 24-VOLT wires will not be permitted except in valve boxes. Leave a 24 inch coil of excel wire at each splice and at 100 feet on center along wire run. Tape wire in bundles at 10 feet on center. No taping permitted in sleeves. Install a control wire for each extra station left on the controller and a spare control wire of a different color along the entire main line. Loop 24 inches of excess wire into each single valve box and into one valve box in each group of valves.

HEADS: The Irrigation Contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks, roadways, buildings and fences. This shall include selecting the best degree of arc to fit the site conditions and to throttle the flow control at each valve to obtain the optimum operating pressure for each system. Head layout and quantity is as close as possible at the scale of the drawing, the contractor shall adjust and add heads as necessary to provide optimum performance and coverage of all planted areas. At heads where low head drainage will occur, use manufacturers integral in-head check valve or approved in-line check valve. All sprinkler heads shall be set perpendicular to the finish grade of the area to be irrigated unless otherwise designated on the plans. Heads shall be set 1/2" below and 2" away from adjacent walks, curbs or headers.

DRIP HEADS: Contractor shall install drip heads in plastic cans per detail; install port plug in any and all unused drip emitter ports; distribution tubing shall not extend beyond manufacturer's recommendations (6 feet max.). Secure distribution tubing to grade with tubing metal staples at a maximum spacing of 24 inches. Provide plastic stake supports at distribution tubing terminus to anchor and secure emitter(s) over rootball; evenly space multiple emitter installations around plant rootball. Install 'bug plugs' in every distribution tubing terminus.

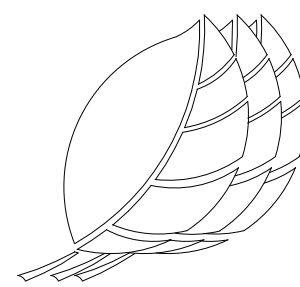
PIPING/TRENCHING: Install main line piping with concrete thrust blocks as per manufacturer's recommendation. Main and lateral lines shall be surrounded with a minimum of 2" of sand or rock free soil. Pipe sealant compound shall be Rector Seal T+2, Permatex 51 or Lasco #905305. Pressure the Main Line @ 150 PSI for 2 hours and the Lateral lines @ 100 PSI for 2 hours, where it is necessary to excavate adjacent to existing trees, the contractor shall use all possible care to avoid injury to trees, and tree root systems. Excavation in area where two (2) inch and larger roots exist shall be done by hand. Cut roots one (1) inch and larger in diameter shall be painted with two coats of tree seal, or equal. Trenches adjacent to trees should be closed within twenty-four (24) hours; and where this is not possible, the side of the trench adjacent to the tree shall be kept shaded with wet burlap or canvas.

SLEEVES: The Irrigation Contractor shall coordinate with the General Contractor and other Subcontractors for the location and the installation of sleeves, conduit or pipe through walls, under roadways, paving, structures, etc. prior to construction. In addition to the sleeves and conduits shown on the drawings, the Irrigation Contractor shall be responsible for the coordination and/or installation of sleeves and conduits of sufficient size under all paved areas.

IRRIGATION SYSTEM: The irrigation system design is based on a minimum operating pressure (PSI) and a flow demand (GPM) as noted on plan. The Irrigation Contractor shall 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 Landscape Architect. Failure to do so will result in the contractor being responsible for any necessary changes due to this difference.

GUARANTEE: All construction, parts and products by the Landscape Contractor and/or his subcontractors shall be guaranteed for one (1) full year after the beginning of the maintenance period. The contractor shall replace (at no expense to the Owner) any and all irrigation products that are in an unacceptable condition for the time of use. Replacement of any items shall match original description of item(s) on construction plans and shall be installed per specification. The Contractor shall not be held liable for loss of irrigation parts or products due to vandalism, accidental causes, or acts of neglect by others than the Contractor, his agents or employees.

DO NOT BID, ORDER MATERIALS OR INSTALL ANY OR ALL OF SYSTEM BEFORE READING THE IRRIGATION NOTES IN THEIR ENTIRETY. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL CHANGES, REVISIONS AND OR ADDITIONS TO SYSTEM DUE TO FAILURE TO DO SO.



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SITE DEVELOPMENT 10-16-2013

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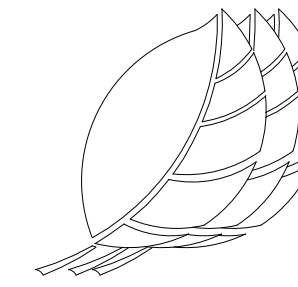
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IRRIGATION DETAILS AND NOTES

SHEET NO.



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**PLANTING
PLAN**

SHEET NO.

L-3**PLANT MATERIALS LIST**

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	QUANTITY/SPACING
TREES:					
CAR BET	CARPINUS BETULUS 'FRANS FONTAINE'	EUROPEAN HORNBEAM	24" BOX	MED	8 / VARIES
LAG NAT	LAGERSTROEMIA INDICA 'NATCHEZ' (STD)	WHITE CRAPE MYRTLE	24" BOX	LOW	2 / 20' O.C.
MAG GRA	MAGNOLIA GRANDIFLORA 'MAJESTIC BEAUTY'	SOUTHERN MAGNOLIA	24" BOX	MED	6 / VARIES

SHRUBS:

COL SUN	COLEONEMA 'SUNSET GOLD'	PINK BREATH OF HEAVEN	5 GA	MED	30 / 36" O.C.
NAN DOM	NANDINA DOMESTICA	HEAVENLY BAMBOO	5 GA	LOW	12 / 36" O.C.
NAN GUL	NANDINA 'GULFSTREAM'	GULFSTREAM NANDINA	5 GA	LOW	7 / 36" O.C.
PEN BUN	PENNISETUM 'RED BUNNY TAILS'	DWARF FOUNTAIN GRASS	1 GA	LOW	43 / 24" O.C.
PHO BRO	PHORMIUM 'BRONZE BABY'	DWARF FLAX	1 GA	LOW	20 / 24" O.C.
PHO DAZ	PHORMIUM 'DAZZLER'	FLAX	5 GA	LOW	5 / 48" O.C.
PHO DUE	PHORMIUM 'DUET'	DWARF FLAX	5 GA	LOW	37 / 36" O.C.
PHO JAC	PHORMIUM 'JACK SPRATT'	DWARF FLAX	1 GA	LOW	45 / 24" O.C.
RHA SPR	RHAPHIOLEPIS 'SPRINGTIME'	INDIA HAWTHORN	5 GA	LOW	73 / 48" O.C.
ROS CAR	ROSA 'MAGIC CARPET' RED	RED CARPET ROSE	2 GA	MED	66 / 36" O.C.
SUT COR	SUTERA CORDATA 'GIANT SNOWFLAKE'	BACOPA	1 GA	MED	21 / VARIES

VINES:

CLY CAL	CLYTOSTOMA CALLESTEGIOIDES	LAVENDER TRUMPET VINE	5 GA	MED	6 / 5' O.C.
FIC PUM	FICUS PUMILA	CREeping EVERGREEN FIG	1 GA	MED	2 / 6' O.C.

GROUND COVERS:

L	LANTANA 'LEMON SWIRL'	PROSTRATE YELLOW LANTANA	1 GA @ 36" O.C.	LOW	528 SF
R	ROSMARINUS 'HUNTINGTON BLUE'	PROSTRATE ROSEMARY	1 GA @ 36" O.C.	LOW	760 SF
S	STORM WATER BASIN PLANTING		1 GA @ 24" O.C.	LOW	1123 SF
	CAREX TUMULICOLA	BERKELEY SEDGE	4" POTS @ 12" O.C.		
	FESTUCA CALIFORNICA	FESCUE	EQUAL MIX OF EACH		
	MUHLENBERGIA RIGENS	DEER GRASS			

PAVING AND STRUCTURAL SOIL NOTES:**CROSSWALKS COLORED STAMPED CONCRETE:**

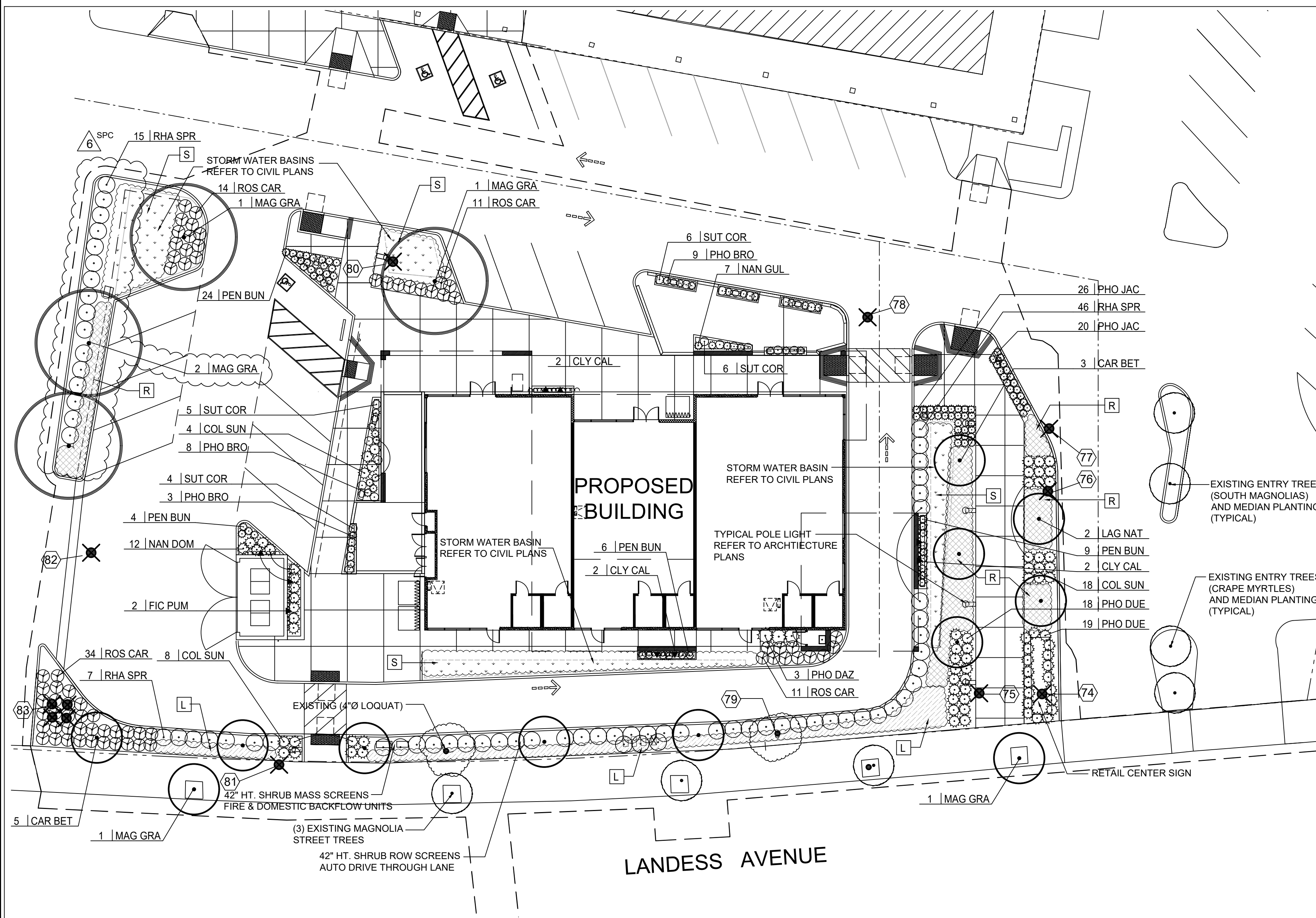
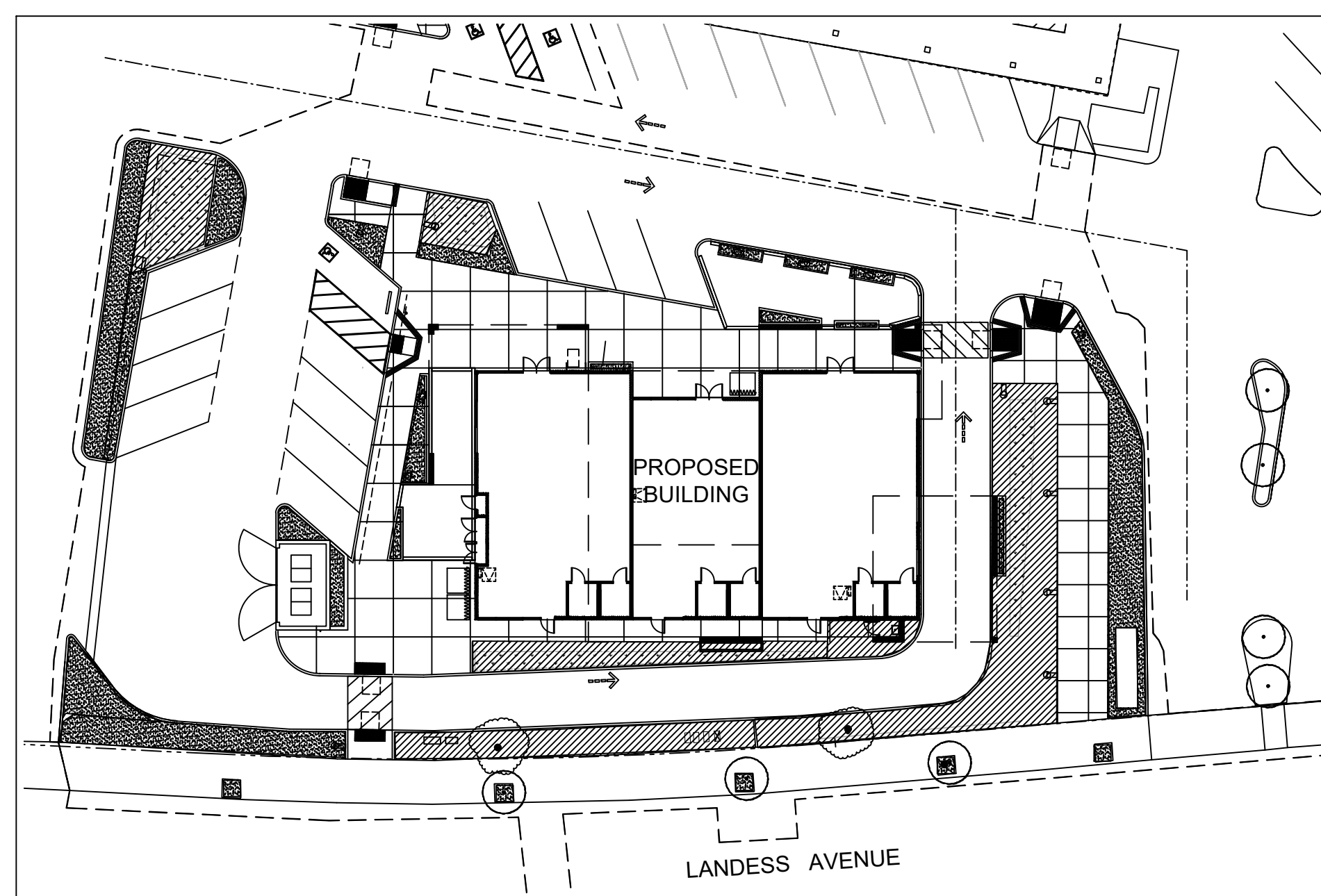
CONCRETE PAVING TO BE STAMPED WITH 12" TILE DIAGONAL PATTERN WITH 12" WIDE PERIMETER BAND; PROVIDE DAVIS INTEGRAL COLOR 'COBBLESTONE' #860, WITH 'COLOR SEAL II' SEALANT, COLOR MATCHED; APPLY PER MANUFACTURER SPECIFICATIONS. REFER TO CIVIL ENGINEER PLANS FOR PAVING THICKNESS, REINFORCING/ BASE MATERIAL

OUTDOOR DINING PATIO COLORED STAMPED CONCRETE:

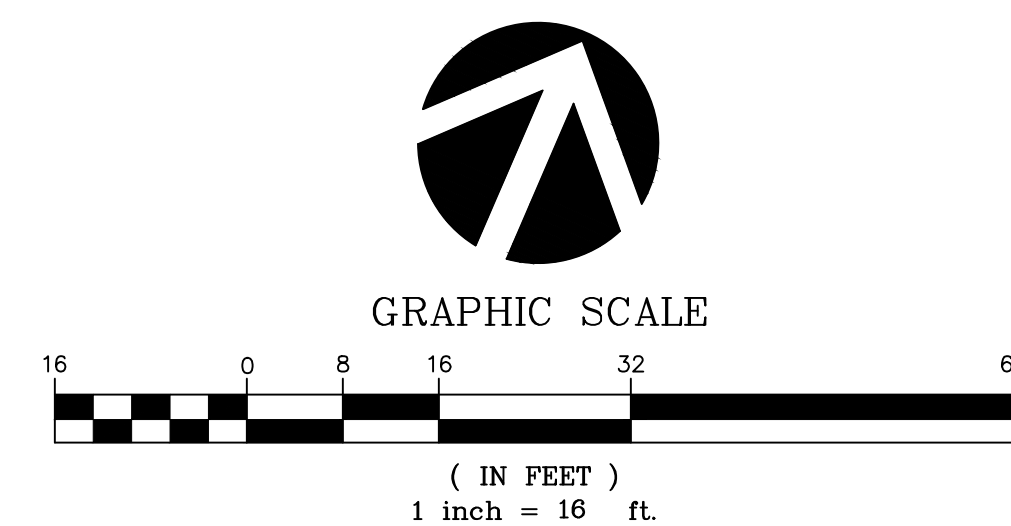
CONCRETE PAVING TO BE STAMPED WITH HERRINGBONE BRICK PATTERN WITH 12" WIDE PERIMETER SMOOTH CONCRETE BAND; PROVIDE DAVIS INTEGRAL COLOR 'COBBLESTONE' #860, WITH 'COLOR SEAL II' SEALANT, COLOR MATCHED; APPLY PER MANUFACTURER SPECIFICATIONS. REFER TO CIVIL ENGINEER PLANS FOR PAVING THICKNESS, REINFORCING/ BASE MATERIAL

STRUCTURAL SOIL:

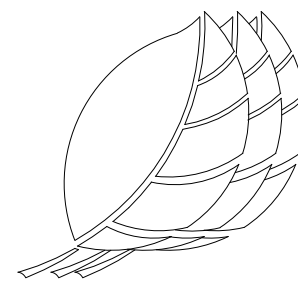
PER CONDITION OF APPROVAL (COA 8 (d)): ALL NEW PLANTER AREAS ALONG THE BUILDING, MODIFIED PARKING AISLES, AND REVISED LANDSCAPED STREET FRONTAGES SHALL INCORPORATE THE USE OF STRUCTURAL SOIL TO ENSURE PROPER GROWTH AND PREVENT DAMAGE TO SURROUNDING PAVED AREAS.

**PLANTING PLAN****HYDROZONE PLAN****HYDROZONE LEGEND:**

	MEDIUM WATER USE ZONES DRIP APPLICATION
	LOW WATER USE ZONES DRIP APPLICATION



REFER TO SHEET L-4 FOR DETAILS AND NOTES
REFER TO SHEET L-5 FOR TREE REMOVAL
DISPOSITION PLAN



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**PLANTING
DETAILS
AND NOTES**

SHEET NO.

PLANTING NOTES

GENERAL NOTES: The Landscape Contractor shall inspect the site and be familiar with all existing site conditions prior to submitting his bid. Contractor shall not wilfully proceed with construction as shown when it is obvious that obstructions, landscape area and/or grade differences exist that may not have been known during design. Such conditions shall immediately be brought to the attention of the Landscape Architect. The contractor shall assume full responsibility for all necessary revisions due to failure to give such notification. Contractor shall be responsible for making himself familiar with all underground utilities, pipes, structures and obstructions. Contractor shall take sole responsibility for all costs incurred due to damage and/or replacement of these items. Contractor shall be responsible for coordination between trades and subcontractors as required to accomplish landscape operations. The Landscape Contractor shall be responsible for any damage to existing facilities caused by or during the performance of his work. All repairs shall be made at no cost to the Owner. Planting shall be installed in conformance with all applicable local codes and ordinances by experienced workmen and a licensed Landscape Contractor who shall obtain all necessary permits and pay all required fees.

SOIL PREPARATION: The Landscape Contractor shall be responsible for finish grading and all planting area drainage. Positive drainage away from the building as per city codes shall be maintained. No low spots which hold standing water will be accepted. The Landscape Contractor shall incorporate soil preparation amendment into planting areas as noted below. Where rototilling is not possible, incorporate soil amendments into top 6 inches with hand tools. After installation of irrigation system, all planting areas are to be fine graded to within 2 inches and slightly mounded away from edges of top of planter, curb, walk, header, etc. and raked smooth with all rocks and debris over 1 inch in diameter removed.

PLANTING SOIL BACKFILL: The Landscape Contractor shall incorporate structural soil mix in all planting areas per Condition Of Approval #8. Structural soil to be "C.U. Structural Soil" available from *TMT Enterprises, Inc.*, San Jose, CA (408-432-9040). Soil mixture to be applied throughout all planters per City standards by over-excavating each plant pit by three-times, utilizing structural soil mix as backfill. Planting to receive fertilizer per planting notes.

TREE PLANTING: The trees are to be planted as per detail on plan. Trees shall typically be located a minimum of 4 feet from curbs, walks, headers, buildings, overheads, and other trees within the project. Backfill shall be the 'Pit Planting Mix' as noted above. All trees shall receive organic fertilizer 'Phyta boost' 7-1-2 avail. from California Fertilizer Company Inc.(or equal) for 15 gallon trees: 1 cup, for 5 gallon trees and shrubs: 1/2 cup. Thoroughly water trees immediately after planting.

ROOT BARRIERS: All trees planted within 5' of a paved surface shall receive a linear type root barrier 18" deep and 10' long along adjacent paving edges, centered on the tree trunk. (See detail)

SHRUB PLANTING: The shrubs shall be spotted as per plan and the locations approved prior to the digging of the holes. Shrub backfill shall be the 'Pit Planting Mix' as noted in 'Backfill soil mixes'. All shrubs shall receive 'Phyta-Boost' 7-1-2 organic fertilizer avail from California Fertilizer Company Inc.(or equal) at the following rates: For 5 gallon shrubs:1/2 cup for, 1 gallon shrubs:1/4 cup. Thoroughly water shrubs immediately after planting. Do not plant any plant within 2'0" of any building wall.

MULCHING: Mulch all planting areas, excluding lawn and storm water bioswale areas, having a slope less than 2:1 with a 3 inch minimum depth of recycled wood fiber, UV stabilized,dyed-colorfast black with a PH of no higher than 5.0. and free of noxious weeds and foreign materials. #135 Black Chip from 'Re-User Inc.' or approved equal.

SOD LAWN: Sod shall be as specified on drawings and installed as per suppliers specifications. Remove from all turf areas, stones (1" or larger), mortar, concrete, asphalt, rubbish, debris and any materials harmful to plant life. Remove noxious weed growth and roots. Thoroughly mix and pulverize the following proportions of materials (lightly compacted measurements) to a minimum depth of 6-8 inches while in a moist, friable condition: 6 cu yards of BFI 'super humus' compost per 1000 sq ft. of lawn area and 15 lbs per 1000 organic fertilizer 'Phyta-Green' Turf Fertilizer 8-2-2 available from California Organic fertilizer Inc. (or equal)

LAWN MAINTENANCE: Protect and maintain each area by watering, mowing, resodding or seeding as necessary for a minimum of 60 days after turf installation or to the end of the 90 day maintenance period (which ever is latest). Establish a thick, weed free uniform stand of grass. Mow grass at 1 1/2 inches in height when it attains a height of 2 inches. Apply 10 lbs per 1000 sq ft. of 'Phyta Green' Organic Lawn Fertilizer at end of maintenance period.

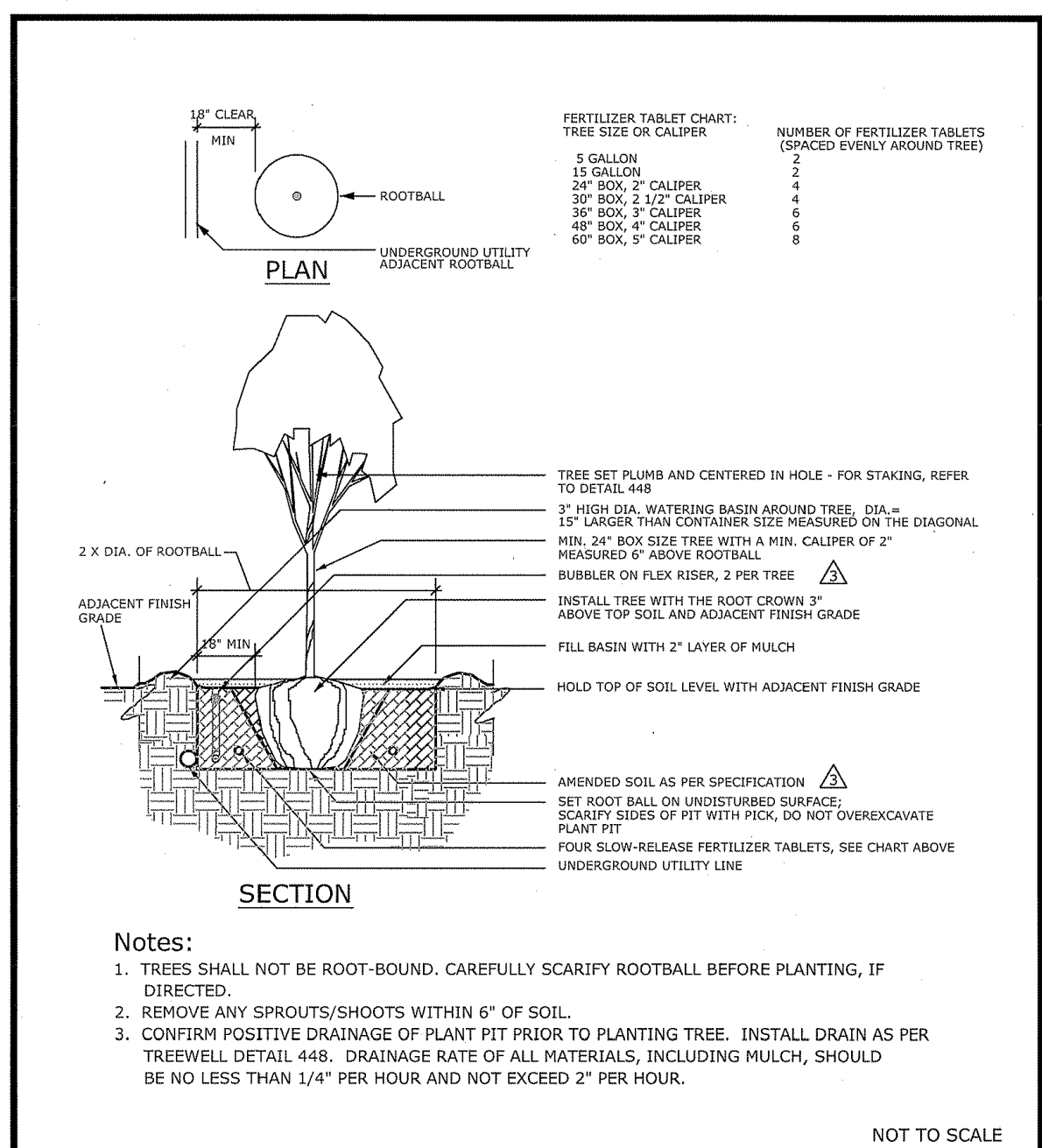
MAINTENANCE: The Contractor shall maintain the project for 90 days (or as requested by owner) following the approval to begin the maintenance period. During the entire maintenance period, watering, cultivating, weeding, mowing, repair/tightening of stakes and ties, restoration of basins, provision of supplemental water by hand in addition to irrigation system as necessary. No pre-emergence herbicides shall be applied- hand remove weeds. Only organic fertilizers shall be applied such as those specified above. Install per manufacturer's recommendations. At the end of the 90 day maintenance period all areas are to be weed free and all plant material is to be in a healthy, thriving condition. Integrated pest management practices shall be implemented.

SUBSTITUTIONS: Requests for substitutions of plant varieties shall be made to the Landscape Architect within 15 days after signing of contract.

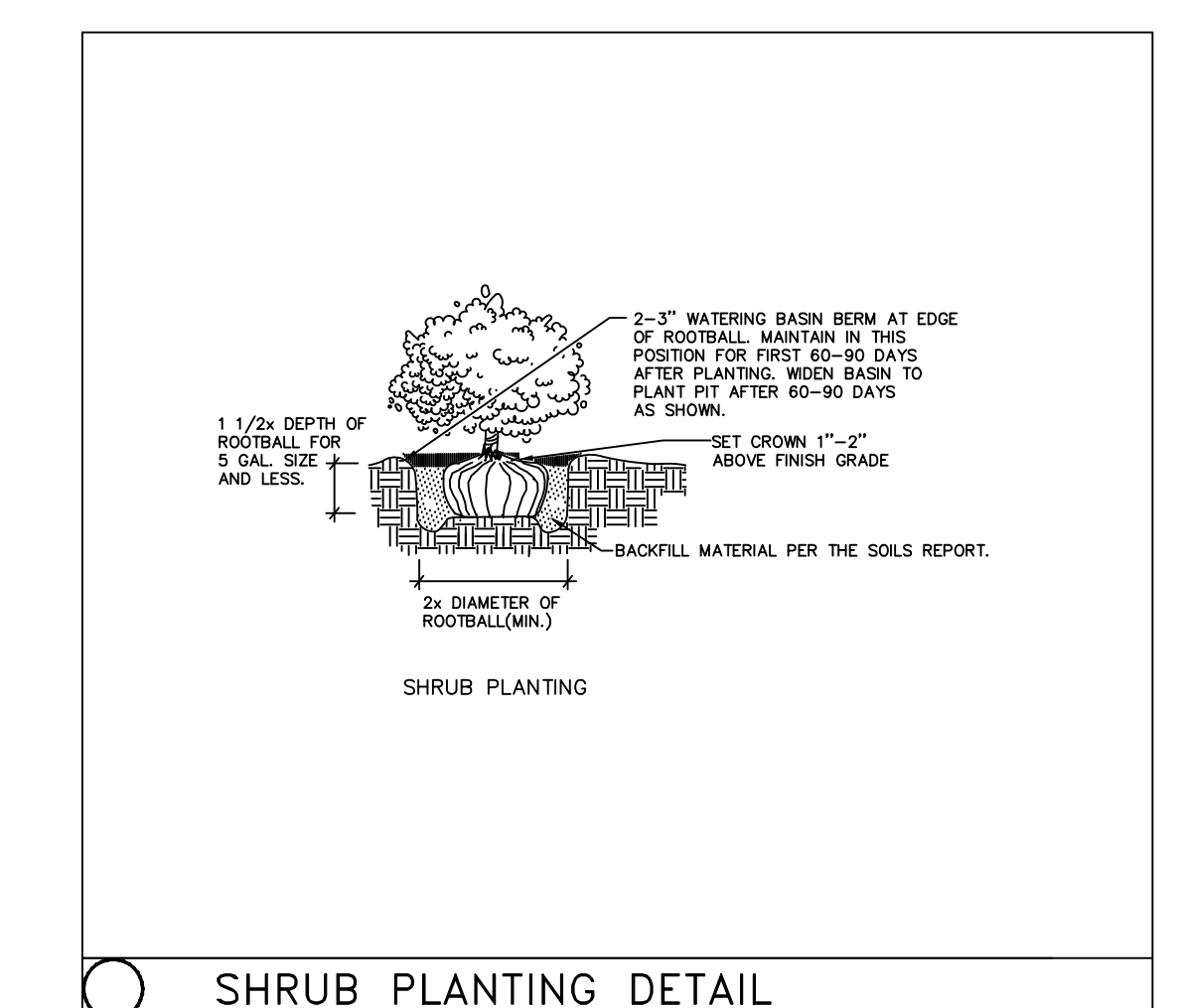
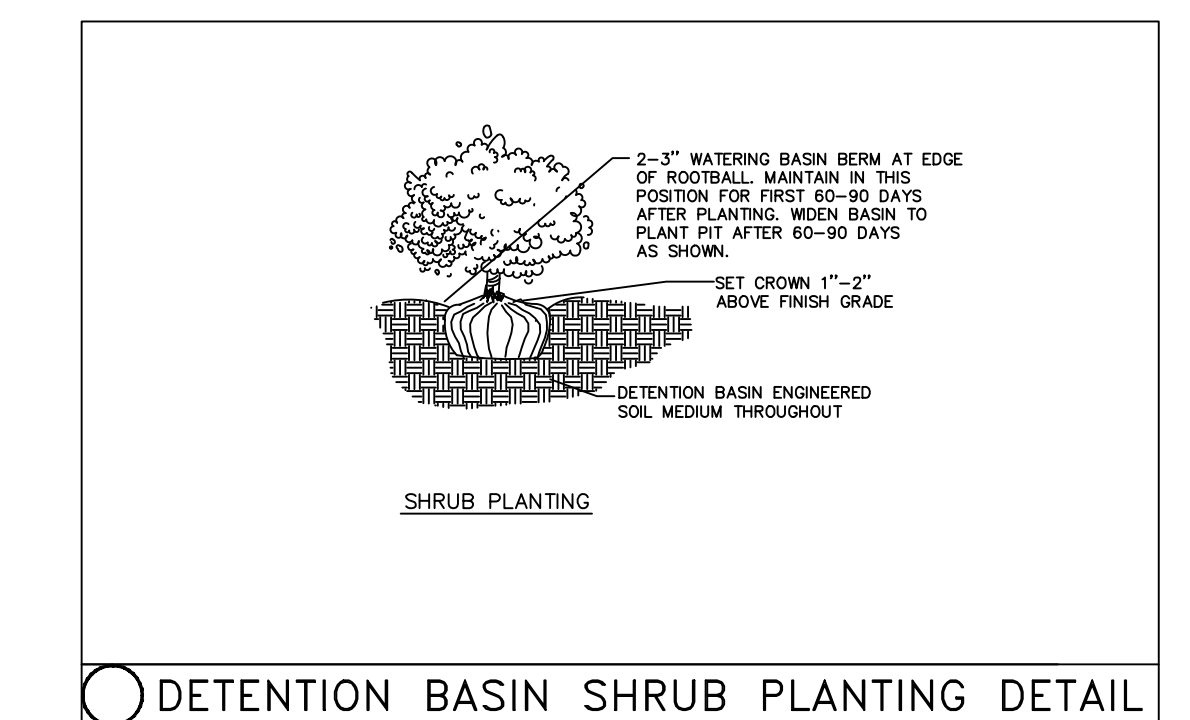
GUARANTEE: All construction, trees and shrubs by the Landscape Contractor and/or his subcontractors shall be guaranteed for (1) one year after beginning of maintenance period. The contractor shall replace, at no expense to the Owner, any and all landscape materials that are in an unacceptable condition for time of use, and trees or shrubs that are dead or not in a vigorous, healthy growing condition; within two weeks of notification of such condition. Replacement shall be of the same kind and size as the originally specified item and shall be replaced as originally described on the drawings. The Contractor shall not be held liable for loss of plant materials during the guarantee period due to vandalism, accidental causes or acts of neglect by others than the Contractor, his agents and employees.

CLEAN UP: At the end of each work day, at the inspection for substantial completion and before acceptance of project, clean paved areas that are dirtied or stained by construction operations, by sweeping or washing, and remove defacements and stains. Remove construction equipment, excess materials and tools. Haul from Owners property the debris resulting from construction, and dispose of legally. Remove remaining temporary protection at time of acceptance by Owner unless otherwise agreed.

FERTILIZERS: Available California Fertilizers Company Inc. 1-800-269-5690 www.organicag.com
www.californiaorganicfertilizers.com. Compost available from BFI 408-888-7632 www.bfi.com



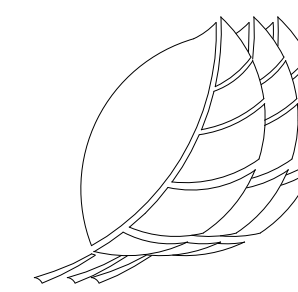
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SPC SITE IMPROVEMENT 10-8-2021
 COMMENTS RE-SUBMITTAL

SPC 2ND SITE IMPROVEMENT 5-12-2015
 COMMENTS RE-SUBMITTAL

SPC SITE IMPROVEMENT 12-05-2014
 COMMENTS RE-SUBMITTAL

SITE DEVELOPMENT 01-07-2014
 COMMENTS RE-SUBMITTAL

SITE DEVELOPMENT 10-16-2013
 COMMENTS RE-SUBMITTAL

SITE DEVELOPMENT 07-25-2013
 PERMIT SUBMITTAL

PRINTING DATE

SCALE

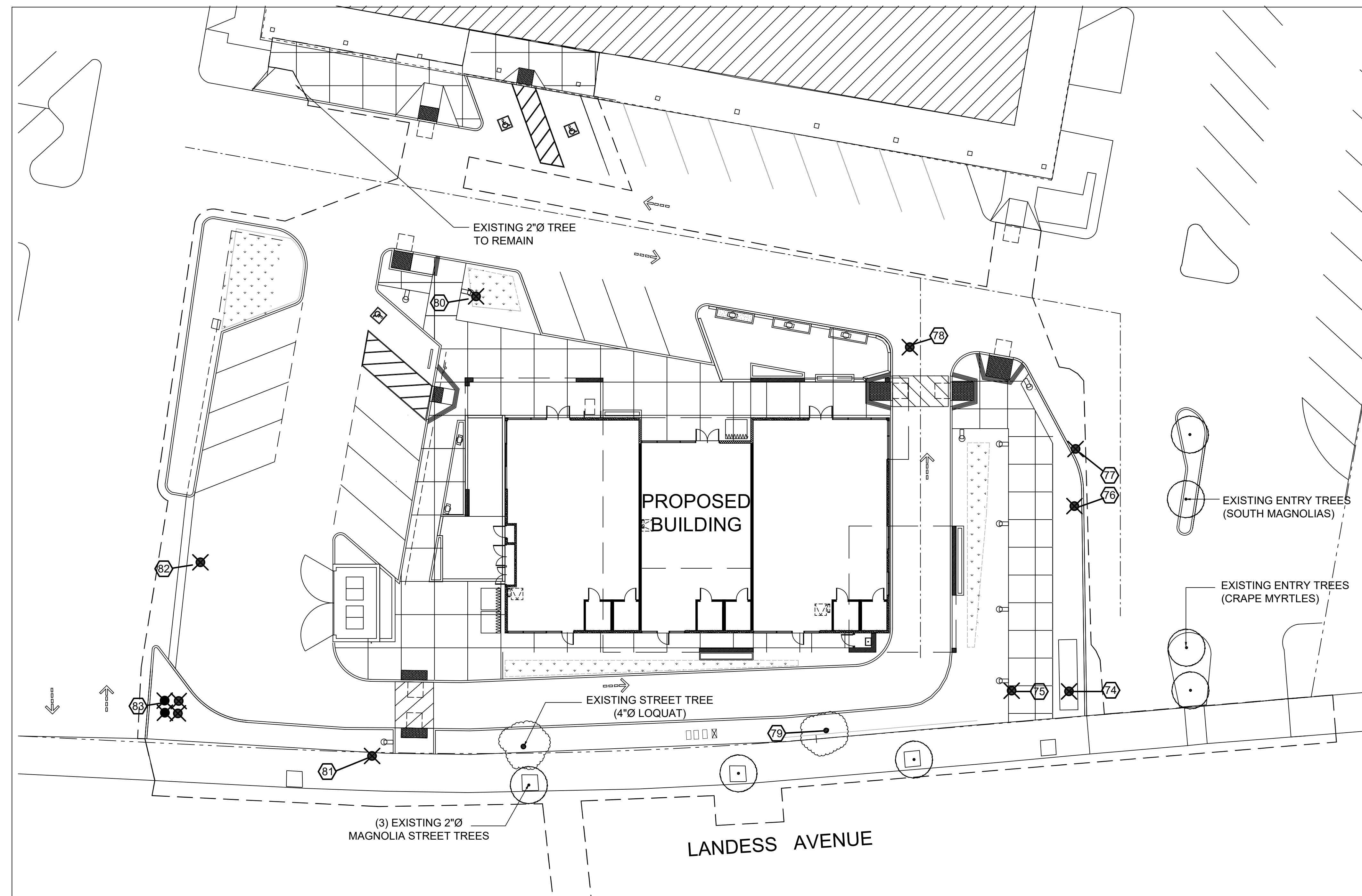
DRAWN

JOB NO.

DWG. TITLE

SHEET NO.

L-5



EXISTING TREE INVENTORY:

REFER TO ARBORIST REPORT FOR TREE DETAILS AND HEALTH CONDITION

SYMBOL FOR TREE TO BE REMOVED

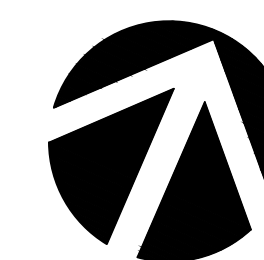
TREE #	SPECIES	COMMON	CALIPER	ACTION
74	BETULA PENDULA	EURO. BIRCH	10"	REMOVE
75	BETULA PENDULA	EURO. BIRCH	7"	REMOVE
76	MAGNOLIA GRANDIFLORA	SO. MAGNOLIA	7"	REMOVE
77	MAGNOLIA GRANDIFLORA	SO. MAGNOLIA	6"	REMOVE
*78	PINUS RADIATA	MONTEREY PINE	13"	REMOVE
79	ERIOBOTRYA DEFLEXA	LOQUAT	10"	REMAIN
*80	PINUS RADIATA	MONTEREY PINE	27"	REMOVE
*81	CUPRESSUS ARIZONICA	ARIZONA CYPRESS	27"	REMOVE
*82	BETULA PENDULA	EURO. BIRCH	21"	REMOVE
83a	BETULA PENDULA	EURO. BIRCH	8"	REMOVE
83b	BETULA PENDULA	EURO. BIRCH	6"	REMOVE
83c	BETULA PENDULA	EURO. BIRCH	5"	REMOVE
83d	BETULA PENDULA	EURO. BIRCH	6"-4"	REMOVE

NOTES:

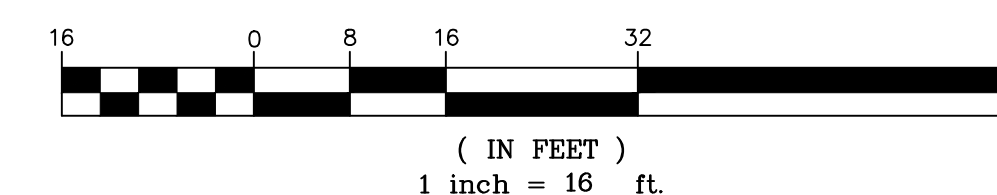
1. (*) SYMBOL (ASTERISK) DESIGNATES TREES THAT MEET THE CITY ORDINANCE AS A PROTECTED TREE.

2. TOTAL OF 13 TREES BEING REMOVED, 4 OF WHICH ARE PROTECTED TREES, REQUIRING A 3:1 REPLACEMENT RATIO WITH NEW TREES, FOR A TOTAL OF 12 NEW REPLACEMENT TREES.

3. REFER TO PLANTING PLAN SHEET L-3 FOR PROPOSED SITE TREES, 14 TOTAL, ALL QUALIFY AS REPLACEMENT TREES.



GRAPHIC SCALE



REFER TO SHEET L-4 FOR DETAILS AND NOTES

LANDSCAPE PACKET # _____ CITY OF MILPITAS
WATER CONSERVATION CONCEPT STATEMENT

Project Name: PARK TOWN PLAZA

Project Address/Location: 1400 S. PARK VICTORIA DRIVE
Water Meter Serial Number (Provide existing or later with certificate of completion):

Landscape Architect/Irrigation Designer - Separate Water Conservation Concept Statements shall be submitted for each irrigation meter.

Included in this project submittal package are (Check (4) to indicate completion):

- ☒ total area 51,577 square feet
- ☒ 1. Maximum Applied Water Allowance (MAWA):
New/Rehabilitated Landscapes 107,599 Gallons/year
•• Existing Landscapes, if applicable N/A Gallons/year
TOTAL MAWA 107,599 Gallons/year
- ☒ 2. Estimated Applied Water Use (EAWU):
New/Rehabilitated Landscapes 90,017 Gallons/year
•• Existing Landscapes, if applicable N/A Gallons/year
TOTAL EAWU 90,017 Gallons/year
- ☐ 2a. Estimated Amount of Water Expected from Effective Precipitation *: _____ Gallons/year
- ☒ 3. Estimated Total Water Use (ETWU):
New/Rehabilitated Landscapes 75,333 Gallons/year
•• Existing Landscapes, if applicable N/A Gallons/year
TOTAL ETWU 75,333 Gallons/year

NOTES: • If the design assumes that a part of the Estimated Total Water Use will be provided by precipitation, the Effective Precipitation Disclosure Statement in VIII-5-5.00 shall be completed and submitted. The Estimated Amount of Water Expected from Effective Precipitation shall not exceed 25 percent of the local annual mean precipitation (average rainfall).

- To determine gallons/year for existing landscaping, contact the Public Works Department, Land Development Engineering Section. This value shall be the same in items 1, 2, and 3 above.

- ☒ 4. Landscape Design Plan Sheet L-3
☒ 5. Irrigation Design Plan Sheet L-1
☒ 6. Irrigation Schedule Sheet L-6
☒ 7. Maintenance Schedule Sheet L-6
☒ 8. Landscape Irrigation Audit Schedule Sheet L-6
☐ 9. Grading Design Plan Sheet SEE CIVIL PLANS
☒ 10. Soil Specification Sheet L-6

Description of Project: Briefly describe the planning and design actions that are intended to achieve conservation and efficiency in water use.

DOUGHT TOLERANT PLANT SPECIES ARE UTILIZED THROUGHOUT THE DESIGN. IRRIGATION HAS BEEN OPTIMALLY ZONED FOR PLANT TYPE AND EXPOSURE.

Prepared by: RICHARD STOVER Date: 5/12/15

Landscape Maintenance Schedule
(schedule is number of times a month functions performed)

Jan. Feb. Mar. Apr. May June July Aug. Sept. Oct. Nov. Dec. Total

Shrub and Turf

Fertilization	*	*	1	*	*	*	*	*	*	1	*	2
Mowing	1	1	2	2	3	3	3	2	2	1	1	24
Insect control	*	*	1	*	*	*	1	*	*	*	*	2
Disease control	*	*	1	*	*	*	1	*	*	*	*	2
Weed control	2	3	3	4	4	4	4	4	4	2	2	40
Debris Removal	2	3	3	4	4	4	4	4	4	2	2	40
Pruning	1	*	*	*	*	*	*	*	*	*	*	1

Trees

Fertilization	*	*	1	*	*	*	*	*	*	*	*	1
Insect control	*	*	1	*	*	*	*	*	*	*	*	1
Disease control	*	*	1	*	*	*	*	*	*	*	*	1
Pruning	*	1	*	*	*	*	*	*	*	*	*	1

Irrigation

Check/adjust/repair	*	*	1	*	*	*	1	*	*	*	*	2
Review/Adjust run times	*	*	1	*	1	*	1	*	1	*	1	5

Note: Repair of all irrigation equipment shall be done with the originally installed components or equivalent. Project shall be irrigated so that the total annual water applied is less than or equal to the Maximum Applied Water Allowance as applicable.

CERTIFICATE OF COMPLETION IS REQUIRED PRIOR TO OCCUPANCY.

EFFECTIVE PRECIPITATION DISCLOSURE STATEMENT

I certify that I have informed the project owner and developer that this project depends on _____ 0 _____ gallons of effective precipitation per year. This represents _____ 0 _____ percent of the local mean precipitation of _____ 16 _____ inches per year.

I have based my assumptions about the amount of precipitation that is effective upon:

The plant species low water needs.

I certify that I have informed the project owner and developer that in times of drought, there may not be enough water available to keep the entire landscape alive.

Licensed or Certified Landscape Professional 10-8-21 Date

I certify that I have been informed that in times of drought, there may not be enough water available to keep the entire landscape alive.

Owner/Developer 10-8-21 Date

**CITY OF MILPITAS - WATER EFFICIENT LANDSCAPES
CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project Name: PARK TOWN PLAZA

Project Address/Location: 1400 S. Park Victoria Drive ** Water Meter Register # (Enter When Meter Is Set): Bldg. Permit # (if applicable):

Preliminary Project Documentation Submitted: (Check (4) to indicate completion):

- ☒ total area 4,697 square feet
- ☒ 1. Total Maximum Applied Water Allowance (MAWA): 59,364 Gallons/year
☒ 2. Total Estimated Applied Water Use (EAWU): 53,833 Gallons/year
☒ 2a. Estimated Amount of Water Expected from Effective Precipitation: 0 Gallons/year
☒ 3. Total Estimated Total Water Use (ETWU): 41,470 Gallons/year

NOTE: * If the design assumes that a part of the Estimated Total Water Use will be provided by precipitation, the Effective Precipitation Disclosure Statement in VIII-5-5 shall be completed and submitted. The Estimated Amount of Water Expected from Effective Precipitation shall not exceed 25 percent of the local annual mean precipitation (average rainfall).

- ☒ 4. Landscape Design Plan ☐ 8. Landscape Irrigation Audit Schedule
☒ 5. Irrigation Design Plan ☐ 9. Grading Design Plan (See Civil)
☒ 6. Irrigation Schedule ☐ 10. Soil Analysis
☒ 7. Maintenance Schedule

Post-Installation Inspection: (Check (4) to indicate completion):

- ☐ A. Plants installed as specified
☐ B. Irrigation system installed as designed
☐ dual distribution system for recycled water
☐ minimal runoff or overspray
☐ C. Landscape Irrigation Audit performed

Project submittal package and a copy of this certification has been provided to property owner/manager and local water agency.

Comments:

I/we certify that work has been installed in accordance with the contract documents.

Contractor

Signature Date State License Number

I/we certify that based upon periodic site observations, the work has been substantially completed in accordance with the Water Efficient Landscape Ordinance and that the landscape planting and irrigation conform with the approved plans and specifications.

Landscape Architect, Irrigation Designer or Licensed or Certified Professional in Horticulture or in a field related to Horticulture.

Signature Date State License Number

I/we certify that I/we have received all of the contract documents and that it is our responsibility to see that the project is maintained in accordance with the contract documents.

Owner

Signature Date

Must sign in order for City to accept certificate.

** Must fill: Inspector & contractor to verify register #, this must be done before occupancy



LANDSCAPE IRRIGATION AUDIT SCHEDULE:

WATER AUDITS FOR THE LANDSCAPE IRRIGATION SYSTEM SHALL BE CONDUCTED ONCE EVERY FIVE YEARS (60 MONTHS) AFTER FINAL ACCEPTANCE OF THE PROJECT LANDSCAPE INSTALLATION. THE AUDITS SHALL BE CONDUCTED BY A CERTIFIED LANDSCAPE IRRIGATION AUDITOR IN ACCORDANCE WITH THE CALIFORNIA LANDSCAPE WATER MANAGEMENT PROGRAM, AS DESCRIBED IN THE LANDSCAPE IRRIGATION AUDITOR HANDBOOK.

SOIL SPECIFICATION / ANALYSIS:

LANDSCAPE CONTRACTOR TO PROVIDE SOIL SPECIFICATIONS IF IMPORTING SOIL OR PROVIDE SOIL ANALYSIS IF USING ON SITE SOIL. THE SOIL INFORMATION MUST INCLUDE: SOIL TEXTURE (% OF ORGANIC MATTER), INFILTRATION RATE (OR ESTIMATED RANGE), pH & TOTAL SOLUBLE SALTS, INDICATE IF MULCH, SOIL AMENDMENTS OR OTHER MATERIAL WILL BE USED OR REQUIRED.

WATER EFFICIENT LANDSCAPE WORKSHEET - BY VALVE

REFERENCE EVAPOTRANSPIRATION (ET₀): 45.3

VALVE #	PLANT TYPE	HYDROZONE / (PLANT WATER USE)	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)	% LANDSCAPE AREA
REGULAR LANDSCAPE AREA:										
1	SHRUBS	LOW WATER USE	0.2	DRIP	0.81	0.2469135	489	120.7407015	3391.1	10.41%
2	SHRUBS	LOW WATER USE	0.2	DRIP	0.81	0.2469135	330	81.481455	2288.5	7.03%
3	SHRUBS	MEDIUM WATER USE	0.4	DRIP	0.81	0.4938271	504	248.888884	6990.3	10.73%
4	SHRUBS	LOW WATER USE	0.2	DRIP	0.81	0.2469135	266	65.678991	1844.7	5.66%
5	TREES	MEDIUM WATER USE	0.4	BUBBLER	0.81	0.4938271	135	66.6666585	1872.4	2.87%
6	SHRUBS	MEDIUM WATER USE	0.4	BUBBLER	0.81	0.4938271	620	404.598223	11373.1	17.46%
7	SHRUBS	LOW WATER USE	0.2	BUBBLER	0.81	0.2469135	574	141.728349	3980.6	12.22%
8	SHRUBS	MEDIUM WATER USE	0.4	BUBBLER	0.81	0.4938271	465	229.6296015	6449.4	9.90%
9	TREES	MEDIUM WATER USE	0.4	BUBBLER	0.81	0.4938271	95	46.9135745	0.0	2.02%
10	SHRUBS	MEDIUM WATER USE	0.4	BUBBLER	0.81	0.4938271	546	269.6295966	0.0	11.62%
11	SHRUBS	LOW WATER USE	0.2	BUBBLER	0.81	0.2469135	473	116.7900855	3280.2	10.07%
TOTALS:							4697	1793		100%

SPECIAL LANDSCAPE AREAS:

REC. AREA	1	0	0
WATER FEATURE 1	1	0	0
WATER FEATURE 2	0	0	0
TOTALS:	0	0	0

ETWU TOTAL: 41,470
MAXIMUM ALLOWED WATER ALLOWANCE (MAWA): 59,364

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	1.793
TOTAL LANDSCAPE AREA	4,697
AVERAGE ETAF	0.38

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	1.793
TOTAL LANDSCAPE AREA	4,697
SITEWIDE ETAF	0.38

MONTHLY FLOW CALCULATIONS PER CONTROL VALVE (GPM)

NOTE: Irrigation flow calculations reflect no irrigation water applied during the months of December, January or February

CYCLES / WEEK		1		2		2		2		2		1		0		
MINUTES / CYCLE		8		8		8		10		10		8		0		
WEEKS / MONTH		4.3		4.3		4.3		4.3		4.3		4.3		4.3		
VALVE NO.	GPM	SYSTEM		March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Gallon total
1	10.0	SHRUB DRIP		344	344	688	688	860	860	688	688	344	0			5504
2	8.4	SHRUB DRIP		288.96	288.96	577.92	577.92	722.4	722.4	577.92	577.92	288.96	0			4623.36
3	13.2	SHRUB DRIP		454.08	454.08	908.16	908.16	1135.2	1135.2	908.16	908.16	454.08	0			7265.28
4	6.0	SHRUB DRIP		206.4	206.4	412.8	412.8	516	516	412.8	412.8	206.4	0			3302.4
6	14.4	SHRUB DRIP		495.36	495.36	990.72	990.72	1238.4	1238.4	990.72	990.72	495.36	0			7925.76
7	8.0	SHRUB DRIP		275.2	275.2	550.4	550.4	688	688	550.4	550.4	275.2	0			4403.2
8	16.0	SHRUB DRIP		550.4	550.4	1100.8	1100.8	1376	1376	1100.8	1100.8	550.4	0			8806.4
10	10.0	SHRUB DRIP		344	344	688	688	860	860	688	688	344	0			5504
11	3.2	SHRUB DRIP		110.08	110.08	220.16	220.16	275.2	275.2	220.16	220.16	110.08	0			1761.28
TOTAL GALLONS				3068.48	3068.48	6136.96	6136.96	7671.2	7671.2	6136.96	6136.96	3068.48	0			49095.68

CYCLES / WEEK				1	1	2	2	2	1	1	1	0			
MINUTES / CYCLE				8	10	10	15	15	10	10	8	0			
WEEKS / MONTH				4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3			
VALVE NO.	GPM	SYSTEM	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Gallon total
5	3.6	TREE BUBBLER	123.84	154.8	154.8	309.6	464.4	464.4	154.8	154.8	123.84	0	0	0	2105.28
9	4.5	TREE BUBBLER	154.8	193.5	193.5	387	580.5	580.5	193.5	193.5	154.8	0	0	0	2631.6
TOTAL GALLONS			278.64	348.3	348.3	696.6	1044.9	1044.9	348.3	348.3	278.64	0	0	0	4736.88
TOTAL GALLONS:															53832.6

SOIL MANAGEMENT REPORT:

A. The Contractor shall submit soil samples to the laboratory for analysis and recommendations.

1. Soil sampling shall be conducted in accordance with the laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

2. Soil analysis may include:

- Soil texture
- Infiltration rate determined by laboratory test or soil infiltration rate table
- pH
- Total soluble salts
- Sodium
- Percent organic matter
- Recommendations

B. Contractor shall submit soil report and recommendations to the City as part of the certificate of completion.

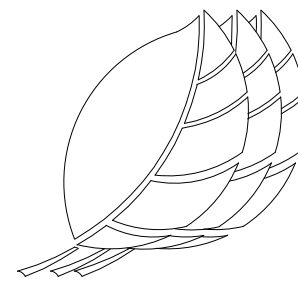
C. The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans

and irrigation design plans to the design plans.

D. The contractor shall submit documentation verifying implementation of the soil analysis report recommendations to the City with certificate of completion. [Ord.3-2010 3 (Exh. A), eff.3-12-2010

SOIL PREPARATION AMENDMENTS AND BACKFILL MIX: (THE FOLLOWING SOIL AMENDMENT PREPARATIONS ARE FOR BID PURPOSES ONLY, CONTRACTOR TO CONDUCT SOILS FERTILITY ANALYSIS TEST AND SUBMIT RESULTS TO CITY PRIOR TO IMPLEMENTING TEST RESULTS RECOMMENDATIONS). MIX The Landscape Contractor shall amend existing soil, by rototilling, 6 cu. yd. CCW' Super Humus' compost and 20 lbs. organic fertilizer 'Phyta-Boost' 7-2-1 per 1,000 sq. ft. into the top 6 inches of soil in all planting areas. (or equal) Pit Planting Mix: for trees and shrubs mix 1/3 compost amendment and 2/3 amended topsoil as noted above.

TREE PLANTING: (THE FOLLOWING SOIL AMENDMENT PREPARATIONS ARE FOR BID PURPOSES ONLY, CONTRACTOR TO CONDUCT SOILS FERTILITY ANALYSIS TEST AND SUBMIT RESULTS TO CITY PRIOR TO IMPLEMENTING TEST RESULTS RECOMMENDATIONS). The trees are to be planted as per detail on plan. Trees shall typically be located a minimum of 4 feet from curbs, walks, headers, buildings, overheads, and other trees within the project. backfill shall be the 'Pit Planting Mix' as noted above. All trees shall receive organic fertilizer 'Phyta Boost' 7-1-2 -pelleted (or equal) for 15 gallon trees: 1 lb., 1/2 lb. for 5 gallon trees and shrubs: Mix fertilizer with backfill soil and thoroughly water trees immediately after planting.



Thomas Baak & Associates, LLP

Landscape Architects

1620 North Main Street, Suite 4

Walnut Creek, CA 94596

Ph: 925.933.2583

PROJECT TITLE / ADDRESS

PARK TOWN PLAZA

RETAIL BUILDING &

ASSOCIATED SITE

IMPROVEMENTS

Park Town Plaza

1400 S. Park Victoria Drive

Milpitas, CA 95035

ARCHITECT

MVJ Architects

6026 Accia Avenue Oakland, CA 94618

TEL 510.821.2432

GENERAL CONTRACTOR

ABEI Associated Builders

4026 3rd Street San Francisco, CA 94124

TEL 415.285.6200

STRUCTURAL</



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Approving a Site Development Permit to Allow Development of a New 5,602-Square Foot, 1.5-story Single-Family Residence and a Planned Unit Development (PUD) Amendment to Deviate from the Previously Approved PUD Architectural Standards, on a Vacant 1.135-acre Lot Located in the R1-H Single-family Residential Zoning District with a Hillside Combining District at 1333 Terra Vista Court (PUD No. 68 – Countryside Estates Subdivision, Lot 2) (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)
Category:	Consent Calendar-Community Development
Meeting Date:	10/18/2022
Recommendation:	<u>Recommendation:</u> Adopt a resolution approving Site Development Permit No. SD21-0009 and PUD Amendment Permit No. PA21-0002, subject to the attached Conditions of Approval, for a new 5,602-square foot, 1.5-story single-family residence on a vacant 1.135-acre lot locate in the R-1-H Single-Family Residential Zoning District with an -H Hillside Combining District at 1333 Terra Vista Court (Countryside Estates, Lot 2) and making findings of CEQA exemption.

BACKGROUND:

On November 17, 1992, the City Council approved Planned Unit Development (PUD) No. 68 (Countryside Estates) to allow the construction of six hillside residential home sites on a 24.5-acre parcel. Each home site would be reviewed separately under the provisions of an “S” Zone Application or Site Development Permit and subject to a precise building envelope established by the PUD. To date, one lot has been developed.

On September 07, 2021 Barre Barns, of Veterans Design and Development submitted an application for a Site Development Permit and PUD Amendment to allow development of a new 5,602-square foot, 1.5-story single-family residence on a vacant 1.135-acre lot located at 1333 Terra Vista Court (PUD No. 68 – Countryside Estates Subdivision, Lot 2). This property is located in the R1 Single-Family Residential Zoning District with an -H Hillside Combining District. Per Milpitas Municipal Code (MMC) Section XI-10-45.09-2, no building permit shall be issued for the construction or expansion of a single-family structure in the -H Hillside Combining District until such structure has received a site and architectural review approval by the Planning Commission and City Council.

On September 28, 2022, the Planning Commission adopted Resolution No. 22-015 recommending that the City Council approve Site Development Permit No. SD21-0009 and PUD Amendment Permit No. PA21-0002 to allow development of the proposed hillside home. Per MMC Section XI-10-45-09-5, site and architectural review requires a public hearing at the Planning Commission level only. The review before the City Council does not require a public hearing and may be placed on the consent agenda.

ANALYSIS:

Planning staff recommends that the City Council review and approve a resolution to allow the construction of a single-family residence and attached garage on a vacant lot located at 1333 Terra Vista Court. The project site is located on the northeastern edge of the City of Milpitas, adjacent to properties with the same single-family hillside zoning designation. Unincorporated Santa Clara County properties are located further to the west.

The project is designed in a Spanish Colonial style, with high-quality exterior materials and finishes, including smooth application stucco and a concrete tile roof. The low-profile roofline and subdued lighting complies with the City’s hillside development standards and design guidelines, and the front elevation feature an attractive architectural design with a blend of earth-tone colors and finishes to complement neighboring residences.

In accordance with MMC Section XI-10-45.09-7, and as outlined in the attached resolution and staff report, the City Council shall consider the following guidelines in its review of the proposed project:

- (a) Avoid unreasonable interference with views and privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of the residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.
- (b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.
- (c) Minimize Perception of Excessive Bulk. The design of the proposed main and/or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.
- (d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.
- (e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.

The proposed single-family residence, attached garage, and front driveway are creatively designed to minimize the overall building footprint and provide substantial setbacks from neighboring property lines to alleviate unreasonable interference with views and privacy. As part of an approved Planned Unit Development (PUD No. 68 – Countryside Estates), the proposed home will be part of a clustered development of six single-family residences surrounded by designated open space that cannot be developed.

The architectural design of the home incorporates varied and step-down rooflines and architectural variations to minimize the bulk of the primary structure. The proposed height of the residence at 22-feet, 9-inches is within the 27-foot maximum height limit, and all building setbacks will substantially exceed the minimum standards to avoid potential impairment of light and air. In addition, the structure's foundation follows the natural slope of the hillside to ensure minimal grading which will be an equal 865 cubic yards of cut and fill. As noted earlier in the report, the Planning Commission recommended Council approval of the project based on the required findings for approval. A discussion of these findings is included in the Planning Commission staff report.

POLICY ALTERNATIVE(S):

Alternative 1: Direct staff to draft a resolution to deny the project for review at a subsequent meeting.

Pros: The existing hillside lot would not be developed and would remain open space. The property owner could propose a new or revised project for the lot, which is part of an approved PUD.

Cons: The existing lot would not be developed, and the City would not increase its housing stock or generate new revenue in permit fees or increased property valuation. The applicant could either withdraw the application or resubmit revised plans for development of a new residence at this location.

Reason for Not Recommending: The proposed project meets the required findings for approval and is consistent with the City's goals of supporting the development of a new high-quality housing in all areas of the City, including appropriate hillside locations. Both staff and the Planning Commission recommend approval of the proposed project.

FISCAL IMPACT:

If the proposed project is approved, the applicant will apply for building permits and pay associated fees. The new single-family home will increase the property value and tax revenues but will also increase the demand for City services, including public safety and utilities. The project is located within an existing residential subdivision with existing services nearby.

California Environmental Quality Act (CEQA):

The project is exempt from environmental review under CEQA pursuant to Section 15303(a) for New Construction or Conversion of Small Structures including one single-family residence or a second dwelling unit in a residential zone. The Project proposes the new construction of a single-family residence and attached garage within a residentially zoned area on a legally established parcel, and it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. As a separate and independent basis, the project is exempt from further CEQA review pursuant to Section 15183 of the CEQA Guidelines for projects consistent with a community plan, general plan or zoning. The project is consistent with the General Plan and the applicable R-1-H Zoning District.

RECOMMENDATION:

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

Attachments:

- A. City Council Resolution
- B. Planning Commission Staff Report dated September 28, 2022
- C. Planning Commission Resolution No. 22-015
- D. Project Plans
- E. Photos of Story Pole Installation at 1333 Terra Vista Court

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING SITE DEVELOPMENT PERMIT NO. SD21-0009 AND PLANNED UNIT DEVELOPMENT AMENDMENT PA21-0002 TO ALLOW DEVELOPMENT OF A NEW 5,602-SQUARE FOOT, 1.5-STORY SINGLE-FAMILY RESIDENCE AND ASSOCIATED SITE IMPROVEMENTS, WITH DEVIATIONS FROM THE PREVIOUSLY APPROVED DESIGN STANDARDS FOR HOMES WITHIN PUD NO. 68, ON A VACANT 1.135-ACRE LOT LOCATED IN THE R1-H SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT WITH AN -H HILLSIDE COMBINING DISTRICT AT 1333 TERRA VISTA COURT (PUD NO. 68 – COUNTRYSIDE ESTATES SUBDIVISION, LOT 2) (APN: 029-07-010) AND MAKING CEQA FINDINGS OF EXEMPTION

WHEREAS, on September 07, 2021, an application was submitted by Barre Barns, of Veterans Design and Development (“Applicant”), for a development proposal to allow development of a 5,602-square foot, 1.5-story single-family residence (“Project”) on a vacant 1.135 acre site at 1333 Terra Vista Court (Planned Unit Development No. 68 – Countryside Estates Subdivision, Lot 1) (APN: 029-07-010).

WHEREAS, the Project site is zoned R1-H Single Family Residential-Hillside Zoning District and is subject to the additional development standards and design guidelines of the -H Hillside Combining District; and

WHEREAS, Planned Unit Development Amendment Permit No. PA21-0002 is also required to modify the previously approved development standards and design guidelines for single-family homes within PUD No. 68 to allow a three-car in place of a two-car garage, an increase in total square footage from 5,000 square footage to 5,602-square feet, and alternative exterior finishes and materials for the development of the proposed Project; and

WHEREAS, the Planning Division completed an environmental assessment for the Project in accordance with the California Environmental Quality Act (CEQA), which assessment determined that the Project is exempt from environmental review pursuant to CEQA Guidelines Section 15303 (New Construction and Conversion of Small Structures) and, as a separate and independent basis, pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a General Plan, Community Plan, or Zoning); and

WHEREAS, on September 28, 2022, the City of Milpitas Planning Commission held a duly-noticed public hearing on the subject application, at which time all those in attendance were given the opportunity to speak on the Project, and the Planning Commission voted unanimously (8-0) to recommend approval of the Project to the City Council subject to Conditions of Approval per Planning Commission Resolution No. 22-015; and

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

SECTION 1: Recitals

The City Council has 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 incorporated herein by reference.

SECTION 2: California Environmental Quality Act (CEQA) Findings

The project is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15303(a) (New Construction or Conversion of Small Structures), including one single-family residence because it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. The proposed Project is a single-family residence on an existing legal parcel, and none of the exceptions, as specified in the CEQA Guidelines Section 15300.2 that would preclude applicability of this exemption are present. As a separate and independent basis, the Project is exempt from CEQA Guidelines Section 15183 (Projects Consistent with a General Plan, Community Plan, or Zoning) in that it is consistent with the development density established in the Milpitas General Plan and the applicable zoning and there are no project-specific significant effects which are peculiar to this project or its site.

SECTION 3: Site Development Permit Findings (Section XI-10-57.03(F)(1))

Item # C11.

The City Council makes the following findings based on the evidence in the public record in support of Site Development Permit No. SD21-0011:

1. *The layout of the site and design of the proposed buildings, structures and landscaping are compatible and aesthetically harmonious with adjacent and surrounding development.*
The architectural design and site planning of the proposed home is aesthetically compatible with the neighboring homes with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is sited in a manner as to not draw attention when viewed from the valley floor.
2. *The project is consistent with the Milpitas Zoning Ordinance.*

As demonstrated in Table 1 below, the proposed home meets the development standards in the Single-Family Hillside Zoning District for setbacks, height requirements, and landscaping. The Project applicant has requested an amendment to the previously approved design standards for homes within Planned Unit Development No. 68 (Countryside Estates) to allow modifications in the size of the garage, total allowed square footage, and exterior materials and finishes.

Table 1: Summary of Development Standards

Standards	Hillside & PUD No. 68 Requirements	Proposed	Complies
Front Setback	25 ft. min. when avg. slope is <16%. Otherwise, 40 ft. minimum	27 ft. and 5/8 th of an inch from the property line	Yes
Side Yard Setback	40 ft. minimum	40 ft. on south, and 85 ft. on north.	Yes
Rear	40 ft. minimum	140 feet	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres)	5,602 sq. ft.	Yes
Impervious Surfaces	8,000 sq. ft. max. (lots < 3 acres)	6,924 sq. ft.	Yes
Building Height (Maximum)	17 ft. west of crestline; 27 ft. east of crestline / 1 ½ stories	1 ½ story or 22 feet and 9 inches	Yes
Parking	Min. Four spaces required	Five spaces (two inside garage & three outside)	Yes
Crestline Zone of Protection	Within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line	Within 300 ft east of the crestline, not visible from the three closest viewpoints nor does the height of the structure extend into the crestline sight line	Yes

Due to the subject property's location, the project is also required to comply with the development standards in the City's Hillside Combining District. Per MMC Section XI-10-45.09-7 of the Zoning Ordinance, the Planning Commission and City Council shall consider the following guidelines in its review. Staff has determined the Project to be consistent with the Hillside Architectural Guidelines as demonstrated in Table 2 below.

Table 2: Hillside Zoning Ordinance Compliance

Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
<i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i>	Consistent. Due to the proposed location and minimal scale of the home in consideration to its maximum allowable size outlined in Table 1, the development will not substantially interfere with views and privacy to adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 22-feet and 9 inches, and substantially setback from adjacent residences to the north and south, which minimizes interference with views and privacy. The adjacent single-family residence located west of the subject property is entirely on a downslope elevation and will not have any immediate line of sight to the subject property. Additionally, the majority of the subject lot to the east will remain undeveloped. The lot to the west is dedicated as Common Area only and will not be developed with future residential uses.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	Consistent. The project site is currently vacant and undeveloped with a few shrubs on the higher sloped southern portions of the lot and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut and fill to an equal 865 cubic yards each. Minimal landscaping is also proposed, including nine mid-size trees and various flowering plants, ground cover, and shrubs.
<i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i>	Consistent. The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the perception of bulk within the one-and-a-half-story residence. The footprint of the proposed home is also angled in its orientation to the front property line, thus minimizing the perception of excessive bulk. Furthermore, as described above and shown in Table 1, the proposed main residence is proposed to be sized in scale closer to immediate neighbors' residences built on lots less than 3.0-acres in size. The overall building footprint of the main residence on the 1.135-acre lot is consolidated, and the remaining portions of the lot will also remain undeveloped, and no accessory structures are proposed.

Site and Architectural Guidelines Section 45.09-7	Consistency Finding
<i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	Consistent. The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and meets or exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has a combination of flat and minimally pitched roof systems that could be used to utilize future solar energy. With regards to adjacent properties, the lot to the west is reserved as Common Area and the residences to the east are located greater than 429-feet away. As such, the proposed main residence will not cause an impairment to the adjacent properties access to light and air.
<i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	Consistent. As proposed, the proposed location of the main dwelling is where the existing lot is relatively flat, so grading is limited to 865 cubic yards of cut and fill. All graded soil will be repurposed as fill.

Site & Architectural Design

The project is designed in a Spanish Colonial style, which adds to the diversity of the neighborhood. The exterior materials are composed of smooth application stucco and a concrete tile roof. The articulation of the architectural forms blending with a variety of finishes creates an attractive front elevation, along with an integrated driveway pattern that enhances the house and the neighborhood. All exterior materials and finishes work together as a palette of earth tone colors creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences and within an earth tone range.

Grading and Landscaping

Due to the sloped lot and vehicular access requirements, the applicant has requested that the site be graded in order to make the site feasible for residential development. In an effort to limit the amount of ground to be removed, the applicant has proposed a site plan which locates the proposed home on the flattest portion of the site, which will result in 865 cubic yards of cut and fill for the construction of a new home and the required grade at the driveway for firetruck access. The proposed landscape plan includes a variety of flowers, shrubs, and trees. As demonstrated in Attachment B (Project Plans), these plans are consistent with the grading/landscaping requirements within the Hillside Ordinance.

Crestline Zone of Protection

In an effort to protect the quality of views of the hills from the valley floor, development standards related to crestlines have been incorporated into the Zoning Code. Per MMC Section XI-10-45.06, the purpose of the crestline zone of protection is to preserve the natural quality of the crestline and the slopes immediately below, when viewed from the valley floor. An exhibit was given to the applicant demonstrating the location of prominent crestlines identified by the City. To demonstrate compliance with the crestline zone of protection, the applicant installed “story poles” along the building perimeter and took pictures from areas recognized by the City as “vantage points. As demonstrated in Attachment C, the project will not be visible from the valley floor, and therefore, is compliant with the Crestline Zone of Protection.

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

The project is consistent with the Milpitas General Plan, and particularly with Policy CD 7-5, which states to limit new development in the Hillside Area to only to Very Low Density Residential, open space and park uses. The project meets this finding, as the site is a part of an approved Planned Unit Development, which subdivided lots planned for clustered housing. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor. As outlined in Table 3 below.

Table 3: General Plan Consistency

Policy	Conformance
CD 7-1 <i>Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	Consistent. The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints as the project site is located over 100 feet west of the crestline. Project Plan sheets PL1 and PL2 illustrate how the proposed residence will not obstruct panoramic public views from and of the hillsides.
CD 7-2 <i>Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	Consistent. The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut and fill to 865 cubic yards for both construction phases. The total cut and fill will balance each other out to accommodate the home's footprint and meet the required grade at the proposed driveway.
CD 7-3 <i>Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	Consistent. Minimal contour grading will be required for the construction of the new residence due to its siting on the flattest areas of the lot. All new contours will be designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
CD 7-4 <i>Avoid mass graded pads within hillside areas. Smaller steps or grade changes should be used over single, large, slope banks to the greatest extent feasible.</i>	Consistent. The building pad is proposed at the flattest portion of the lot and will only necessitate minimal grading, including equal cut and fill. Grading has been substantially minimized in the Project, in that the siting follows the site's natural contours in an effort to preserve the natural terrain quality.
CD 7-5 <i>Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	Consistent. No changes are proposed to the existing land use and zoning designation, as the subject site is to be used as a single-family residence.
CD 7-6 <i>Require hillside development to incorporate architecture, scale, massing, building form, building color, roof materials, and landscaping to reflect the natural hillside setting.</i>	Consistent. The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints as the project site is located over 100 feet west of the crestline. Project Plan sheets PL1 and PL2 illustrate how the proposed residence will not obstruct panoramic public views from and of the hillsides.

As described above, the Project is compatible and consistent with the surrounding uses and has been designed to conform to the intent of the Milpitas 2040 General Plan designation. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

SECTION 4: *Planned Unit Development (Section XI-10-54.07(B)(6)(a-c)) – The Planning Commission makes the following standard requirements based on the evidence in the public record in support of the Planned Unit Development Amendment. PA21-0002:*

1. *The proposed development will result in an intensity of land utilization no higher than and standards of open spaces at least as high as permitted or specified otherwise for such development in the General Plan, Zoning Ordinance and Subdivision ordinance.*

The permit amendment, along with the project, will result in an intensity no higher than and standards of open space at least as high as permitted, in that the PUD requirements mirror the Hillside combining zoning requirements, in regard to land utilization, planting, irrigation, and open space. This standard has been met.

2. *The development will not create traffic congestion pursuant to the California Environment Quality Act (CEQA). However, if traffic congestion is created by the proposed development, the traffic impacts will be mitigated by traffic improvements proposed by the developer or by funding capital projects and by on-site provisions for traffic circulation and parking or, if it cannot be mitigated, the Planning Commission and City Council shall issue any necessary findings pursuant to CEQA.*

The project associated with the PUD permit amendment, will not create traffic congestion that will significantly and negatively affect existing traffic operations. This standard has been met.

3. *For residential development in the Valley Floor Planning Area, as defined in the Milpitas General Plan Land Use Element, the maximum dwelling unit density per gross acre shall be the upper limit of the corresponding General Plan density range within each zoning designation. In the case of the Valley Floor Planning Area residential developments proposed on land zoned "R3" (Multiple Family Residential) an overall density of up to forty (40) units per gross acre can be approved if the following criteria are found by the City Council to be met*

The proposed the PUD permit amendment shall not have any effect on residential development density. This standard has been met.

Furthermore, in order to grant a Planned Unit Development amendment, the following findings are hereby made pursuant to Milpitas Municipal Code Section XI-10-54.07(B)(6)(d):

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 amendment, along with the project, will result in a public benefit in regards to the flexibility to allow a smaller garage, more square footage for the residential structure and changes to the exterior, without being detrimental to the light, air or privacy of any other structure or use currently existing or anticipated.

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

The amendment, along with the project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 3 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 architectural design and site planning of the proposed home are aesthetically compatible with neighboring homes, with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is sited in a manner as to not draw attention to it when viewing from the valley floor. All exterior materials and finishes work together as a palette of earth tone colors, creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences. Additionally, the proposed home is on a 1.135-acre parcel sitting at a minimum of 25' set back from all property lines, with a minimum of 80' between the closest neighboring home, and therefore will not interfere with privacy.

SECTION 4: City Council Approval

Based on the foregoing, the City Council hereby approves Site Development Permit No. SD21-0011 to allow the construction of a new single-family residence in the R1-H Single-family Residential Zoning District with an H Hillside Combining District located at 1333 Terra Vista Ct, 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 _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

EXHIBIT 1

**CONDITIONS OF APPROVAL
1333 TERRA VISTA CT
SITE DEVELOPMENT PERMIT NO. P-SD21-0009 AND
PLANNED UNIT DEVELOPMENT AMENDMENT PA21-0002 (APN 029-07-010)**

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. Site Development Permit No. SD21-0009 and Planned Unit Development Amendment PA21-0001 (“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. **(P)**
2. Modifications to project. Any deviation from the approved site plan, floor plans, 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 Permittee shall be required to apply for review and obtain approval of the Planning Commission, in accordance with the Zoning Ordinance. **(P)**
3. 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)**
4. 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.
5. 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.
6. 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)**
7. 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)**
8. 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 applicant may file a protest has begun under California Government Code Section 66020(d)(1). **(P)**

9. 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)**
10. 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)**
11. 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)**
12. 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)**
13. 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. **(CA)**
14. 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)**
15. 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.
16. Permittee shall develop the approved project in conformance with the approved plans approved by the Planning Commission on September 28, 2022, in accordance with these Conditions of Approval. **(P)**
 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, Permittee 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)**
17. Response to Conditions of Approval. Permittee shall provide a written response to comments upon submittal for building permit application. The responses should clearly indicate how each condition of approval has been addressed in the plans and shall note the appropriate plan sheet. **(P)**
18. Prior to the issuance of a building permit, the owner or designee shall include within the four first pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the project. **(P)**
19. Streets shall be designed to generally follow the contours and land form in order to minimize cut and fill. Exposed walls and facing roadways and retaining walls shall be no greater than six feet in height. Crib walls fencing roadways shall be no greater than 15 feet in height. **(P)**
20. Landscaping coverage and stabilization of graded slopes shall be selected and designed to be compatible with surrounding natural vegetation or to replace removed natural vegetation and should recognize climatic, soil, and ecologic characteristic of the region. Plan materials that require excessive water after becoming established should be avoided. **(P)**

21. Trees which have a six inch or greater diameter trunk size at a point three feet above grade may not be removed without obtaining prior approval from the City. The location of all such trees shall be shown on all plans submitted for approval. The Planning Commission, upon review of an "S" Zone application approval, shall have the power to authorize removal, relocation or replacement if the Permittee can show that such requirement is unreasonable as applied to the particular property. If the removal is permitted, the replacement of any trees removed pursuant to this section shall be at a five to one (5:1) ratio. **(P)**
22. The proposed home is located west of the Crestline and is subject to a maximum height of 1.5 stories or 26 feet.
23. Within six months, or such other period established by the Planning Commission, after the commencement of grading activities, all graded areas not covered by an impervious surface shall be stabilized in such manner as shall be approved by the Community Development Manager. **(P)**
24. Where two cut-or-fill slopes intersect, the intersection shall be horizontally rounded and blended. **(P)**
25. Where any cut-or-fill slopes intersect the natural grade, the intersection of each slope shall be vertically and/or horizontally rounded and blended. **(P)**
26. Fees: Upon reviewing Exhibit B from the Subdivision Improvement Agreement, it appears that a number of fees were deferred to be paid before building permit issuance. Those fees are listed here
 - a. Prior to the final (occupancy) of each building, a cash fee (\$1333.00/per dwelling unit) to cover the development of park and recreation areas shall be collected by the City for the granting of the PUD.

Fire Department

23. The project/development shall comply with the requirements of the Fire Department and the California Fire Code, as outlined, as may be amended by the City of Milpitas. Changes to the site plan and/or internal circulation shall be reviewed and approved by the Fire Department. **(F)**
24. Fire Department Access
 - a. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather capabilities. Bearing capacity for the driveway and the entry drive court shall be designed to provide a minimum of 50,000 lbs. bearing capacity for the fire apparatus. CFC Section 503.2.3
 - b. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of 13 feet 6 inches (4115 mm).
25. An approved automatic fire sprinkler system (NFPA 13D minimum) shall be provided for all structures (living space, garage, outdoor spaces attached to the home, pool cabana, ADU, etc.). California Fire Code Section 903.2 amended by Milpitas Municipal Code V-300-2.82.
 - a. FIRE SPRINKLERS for NEW HOMES
 - 25.a.1. An approved automatic fire sprinkler system (NFPA 13D minimum) shall be provided for the home (living space, garage, outdoor spaces attached to the home, etc.). California Fire Code Section 903.2, amended by Milpitas Municipal Code **V-300-2.62**
 - 25.a.2. FIRE DEPARTMENT PERMIT – REQUIRED
The Milpitas Fire Department shall approve new installation and/or modifications to existing fire protection, alarm or monitoring system(s). A separate submittal is required to the Milpitas Fire Department, for review and approval, prior to the commencement of any work. CFC Section 901.2
 - 25.a.3. WATER SUPPLY SERVICE TO THE HOME
The existing water supply service to the home may need upgrading to service the automatic fire sprinkler system. All new water services shall be done as required by the City of Milpitas Engineering Division.
26. ACCESS CONTROL DEVICES. When access control devices including bars, grates, gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department emergency access to the building, are installed, such devices shall be approved by the fire code official. All access control devices shall be provided with an approved means for deactivation or unlocking by the fire department. Access control devices shall also comply with Chapter 10 Egress. (Knox box location shall be at 6 feet above the finish floor, or fire access walkway or road).

27. **SITE ADDRESS.** New and existing buildings shall have approved address numbers, building numbers or a building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numerals or alphabet letters and shall be consistent with Milpitas standardized addressing guidelines. Where access is by means of a private road the building cannot be viewed by the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.
28. **KEY BOX.** The Fire Code Official is authorized to require a key box to be installed in an approved location if necessary, for lifesaving or firefighting purpose. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official. (Knox box location shall be at 6 feet above finish floor, or fire access walkway or road).

Building Department

29. **Compliance with Building Code of Regulations.** The Project shall comply with the requirements of the Building Safety and Housing Department and the California Code of Regulations Title 24 and the Milpitas Municipal Code as adopted by the City. Building permits shall be submitted to and approved by the Building Safety and Housing Department prior to start of construction. All California Code of Regulations Title 24 and Milpitas Municipal Code requirements applicable at the time of building permit application must be met in advance of any building permit approvals or related construction. Changes to the site plan and/or building plan require review and approval by the Building Safety and Housing Department. **(B)**

Engineering Department

PRIOR TO CONSTRUCTION PLAN SUBMITTALS

*The following conditions shall be met **prior to** any detailed construction plan check submittals (Building or Engineering, except demolition and rough grade plans), unless otherwise approved by the Director of Engineering/City Engineer. City reserves the right to reject any plan check submittal if any of the following conditions are not met. **(E)***

30. **Stormwater Control Plan:** Permittee shall submit City approved final Stormwater Control Plan (SWCP) that complies with the latest Municipal Regional Stormwater NPDES Permit, including Low Impact Development (LID) Section C3.c.i.(2)(b) measures for harvesting and reuse, infiltration, or evapo-transpiration, for City's review and approval by the Engineering Department.
31. **Submittal Requirements:** Permittee to ensure that all plan check submittals are in accordance with City's submittal check list for each permit type, including but not limited to, payment of permit fees and/or fee deposit at the time of the submittal.

PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE

*The following conditions shall be addressed as part of the off-site improvement plan review and shall be met **prior to** encroachment permit issuance, unless otherwise approved by the Director of Engineering/City Engineer. **(E)***

32. **Public Improvement Design Standards:** All public improvements shall be designed and constructed in accordance with all applicable public improvement design standards, including but not limited to:
- a. Milpitas Design Guidelines: (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/>);
 - b. Standard details and specifications: (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications/>);
 - c. Americans with Disabilities Act (ADA) requirements, where applicable.
33. **Storm Drain Design:** Permittee shall submit storm drain hydrology and hydraulic calculations based upon a 10-year storm event to justify the size of the storm drain lateral flowing full, without surcharging the main line pipe, and to be reviewed and approved by the Engineering Department.
34. **Domestic Water and Fire Service Calculations:** Permittee shall submit potable water and fire service calculations to confirm adequacy of lateral size, pressure and flow, to be reviewed and approved by the Engineering Department and

Fire Department. Hydraulic modeling analysis by the City and paid by the Permittee may be required. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.

35. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.
36. Encroachment Permit: Prior to any work in the public right-of-way and/or public easement, obtain an encroachment permit with insurance requirements for all public improvements including a traffic control plan per the latest California Manual on Uniform Traffic Control Devices (MUTCD) standards to be reviewed and approved by the Engineering Department.
37. Pothole Encroachment Permit: Due to new utility service connections on City streets, Permittee shall pothole and verify all potential utility crossing conflict as part of the public improvement plan during the design stage.
38. Water Efficient Landscapes: Permittee shall comply with Milpitas Municipal Code Title VIII, Chapter 5 Water Efficient Landscapes for landscape design, including but not limited to, providing separate water meters for domestic water service and irrigation service and providing applicable landscape documentation package.
39. Solid Waste and Recycling Facility Design: Permittee shall comply with all applicable City design guidelines/details associated with haul route, turning radius, vertical and horizontal clearance, trash enclosure, staging area, storage area, etc.
40. Solid Waste Management: The project must meet all Milpitas Sanitation and SB 1383 requirements for solid waste management.
41. Mailboxes: The Permittee shall obtain information from the US Postal Services regarding placement of required mailboxes. Structures to protect mailboxes may require Building, Engineering and Planning Divisions review.

DURING CONSTRUCTION

*The following conditions shall be complied with at all times **during** the construction phase of the project, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

42. Dewatering: If dewatering is needed during construction, Permittee shall obtain a Short-Term Industrial Wastewater Permit from the San Jose/Santa Clara Water Pollution Control Plant for discharging the groundwater to a sanitary sewer system.
43. On-site Recycle Water Coordination: Permittee's cross-connection specialist shall coordinate the phasing of the construction; facilitate the cross-connection testing in order to minimize the impact for occupied buildings during cross-connection testing; sign-off before the water meter set; coordinate on-site construction inspection; complete the site inspection; fill out required paperwork/questionnaire; and provide them to the City for forwarding to South Bay Water Recycling.
44. Prohibition of Potable Water Usage: Permittee shall use recycled water for construction purposes, including dust control and compaction. Permittee shall comply with MMC VIII-6-5.00 and 6-6.00 where potable water usage is prohibited, unless otherwise approved by the City Council.
45. Construction Staging and Employee Parking: Permittee shall place all construction related materials, equipment, and arrange construction workers parking on-site and not located in the public right-of-ways or public easements.
46. Water Shut-down Plan: Permittee shall provide a water shut-down plan at least seven days in advance of the shut-down in coordination with the Engineering Inspector and notify affected property owners/tenants when cut-in tee(s) is/are required.

PRIOR TO FIRST OCCUPANCY

The following conditions shall be met **prior to** first building occupancy on either lot, unless otherwise approved the Director of Engineering/City Engineer.

47. Completion of Public Improvements: Permittee shall complete all public improvements, including but not limited to frontage improvements and fire hydrants, as shown on City approved plans.
48. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.
51. Fees: Upon reviewing Exhibit B from the Subdivision Improvement Agreement, it appears that a number of fees were deferred to be paid before building permit issuance. Those fees are listed here, as well as additional fees that may apply:
 - a. Hillside water reimbursement fee: \$12,010
 - b. Treatment Plant Fee: \$880 per dwelling
 - c. Cost of meter purchases: these were listed in Exhibit B, but the City no longer collects those. Instead, we have the customer order the meters through our supplier and pay the supplier directly.
 - d. Sewer connection fee: \$1,908 single family parcel (separate from Treatment Plant fee)
 - e. Storm Drain Connection Fee: \$3,594 for single family parcels 1 acre to 4 acres

(P) = Planning

(B) = Building

(E) = Engineering

(F) = Fire Prevention

(CA) = City Attorney

NOTICE OF RIGHT TO PROTEST

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

AGREEMENT

Permittee/Property Owner

The undersigned agrees to each and every condition of approval and acknowledges the NOTICE OF RIGHT TO PROTEST and hereby agrees to use the project property on the terms and conditions set forth in this resolution.

Dated: _____

Signature of Permittee



MILPITAS PLANNING COMMISSION STAFF REPORT

September 28, 2022

APPLICATION: **NEW HILLSIDE RESIDENCE - 1333 Terra Vista Court (LOT 2) - Site Development Permit No. SD21-0009 and PUD Amendment No. PA21-0002:** A request for an Amendment to the development standards for single-family homes within Planned Unit Development No. 68 (Countryside Estates) to deviate from the approved designs for single-family homes and a Site Development Permit to construct a 5,602-square foot, one-and-a-half-story, single-family residence with an attached two-car garage on a 1.135-acre vacant site located in the R1-H Single-family Residential-Hillside Zoning District with a Site and Architectural (-S) Overlay at 1333 Terra Vista Court (Countryside Estates, Lot 2).

RECOMMENDATION: **Staff recommends that the Planning Commission adopt Resolution No. 22-015, recommending City Council approval of Site Development Permit SD21-0009 and Planned Unit Development Amendment PA21-0002, subject to the attached Conditions of Approval.**

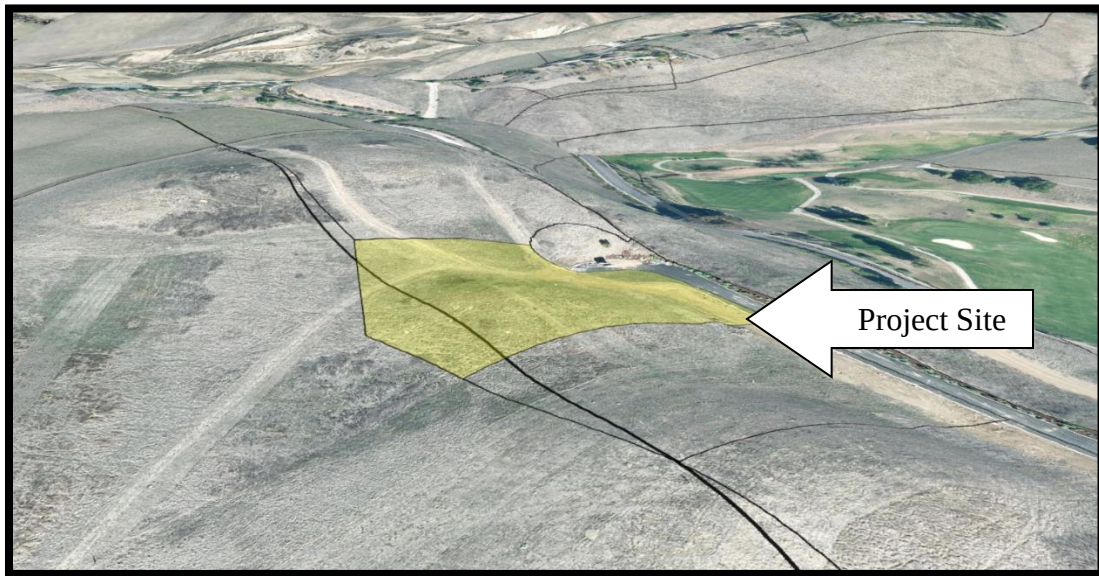
LOCATION:
Address/APN: 1333 Terra Vista Court (APN 029-07-010)
Area of City: Northeastern portion of the City of Milpitas in the hillside area

PEOPLE:
Project Applicant: Barre Barnes, Veterans Design and Development
Project Planner: Avery Stark, Associate Planner

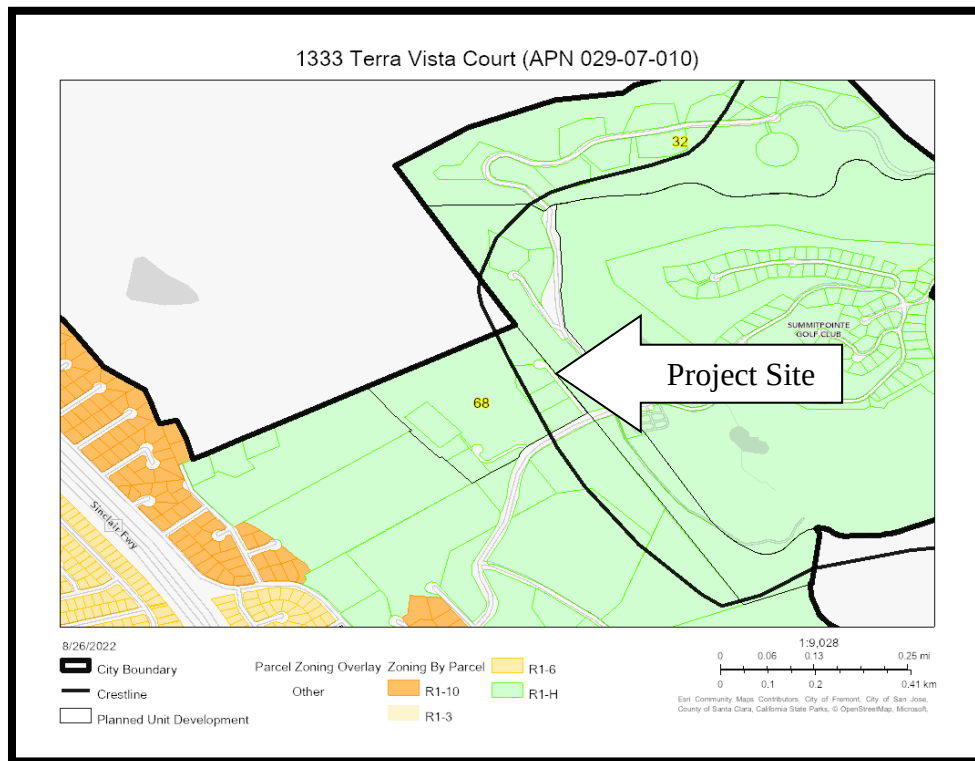
LAND USE:
General Plan Designation: Hillside Low-Density (HLD)
Zoning District: Single Family Residential-Hillside (R1-H)
Planned Unit Development: No. 68 (Countryside Estates)
Site Area: 1.135 acres

ENVIRONMENTAL: Categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303(a) (New Construction or Conversion of Small Structures) and Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

Map 1
3D Aerial Project Location



Map 2
Zoning Map



BACKGROUND

History

On November 17, 1992, the City Council approved Planned Unit Development (PUD) No. 68 (Countryside Estates) to allow the construction of six hillside residential home sites on a 24.5-acre parcel. Each home site would be reviewed separately under the provisions of an “S” Zone Application or Site Development Permit and subject to a precise building envelope established by the PUD. To date, one lot has been developed.

Process

In addition to satisfying the substantive and procedural requirements typically applicable to a Site Development Permit and Planned Unit Development Amendment, because of the project’s location within the Hillside Combining District (“H”), the application must be considered by both the Planning Commission and the City Council (Milpitas Municipal Code (MMC) Section XI-10-45.09) for conformance with the Hillside Site and Architectural Guidelines.

PROJECT DESCRIPTION

Overview

The project site is an undeveloped 1.135-acre parcel located along Terra Vista Court within Planned Unit Development no. 68: Countryside Estates. The property and neighboring properties are zoned Single Family Residential – Hillside. The project site is located on the east side of the hillside crest line. A vicinity map of the subject site location is shown on Map 1.

The applicant is requesting a Site Development Permit and a Planned Unit Development Amendment to construct a 5,602-square foot, one and a -half story single-family residence, on a 1.135-acre vacant lot and an amendment to Planned Unit Development No. 68 to include the following changes:

1. Decrease of required garage space from 3 to 2 car garage (PUD standard requires a 3 car garage)
2. Total allowed square footage (PUD standard requires a 4,000-square foot residence, proposed 5,602 sq. ft.)
3. Changes to exterior finishes and design

Location and Context

The project site is located in the northeastern portion of the City of Milpitas in the hillside area. Map 2 and the following table provides a summary of the Zoning and Land Uses surrounding the site:

Table 1: Surrounding Zoning and Land Uses

	General Plan	Zoning	Existing Use
Subject Site	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Vacant
North	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Vacant
South	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Vacant
East	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Single-family home
West	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Vacant

PROJECT ANALYSIS***General Plan and Zoning Conformance*****Milpitas General Plan 2040**

The General Plan designation for the project site is Hillside Low Density (HLD). The General Plan details the goals, objectives and policies for the City's Hillside Area. It is characterized by gentle to steep slopes, grassy terrain with some chaparral and trees, wildlife, geologically unstable areas, the Ed R. Levin County Regional Park, and a feeling of remoteness from the more urban portions of the city. The Hillside Low Density designation allows a maximum of one (1) housing unit per gross acre. The project is in conformance with the policies and standards in the City's General Plan policies, as outlined in the following table:

Table 2: General Plan Consistency

Policy	Conformance
CD 7-1 <i>Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	Consistent. The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints as the project site is located over 100 feet west of the crestline. Project Plan sheets PL1 and PL2 illustrate how the proposed residence will not obstruct panoramic public views from and of the hillsides.
CD 7-2 <i>Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	Consistent. The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut and fill to 865 cubic yards for both construction phases. The total cut and fill will balance each other out to accommodate the home's footprint and meet the required grade at the proposed driveway.
CD 7-3 <i>Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	Consistent. Minimal contour grading will be required for the construction of the new residence due to its siting on the flattest areas of the lot. All new contours will be designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
CD 7-4 <i>Avoid mass graded pads within hillside areas. Smaller steps or grade changes should be used over single, large, slope banks to the greatest extent feasible.</i>	Consistent. The building pad is proposed at the flattest portion of the lot and will only necessitate minimal grading, including equal cut and fill. Grading has been substantially minimized in the Project, in that the siting follows the site's natural contours in an effort to preserve the natural terrain quality.
CD 7-5 <i>Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	Consistent. No changes are proposed to the existing land use and zoning designation, as the subject site is to be used as a single-family residence.

Development Standards

The site is located in the R1-H Single-Family Residential-Hillside Combining District. The “H” Zoning District promotes and encourages the orderly development of the hillside area of the City by the application of regulations and requirements established to meet the particular constraints

associated with the development of hillside areas, including, but not limited to, geologic problems, slope, safe access, and visibility.

Per MMC Section XI-10-45.17-3, the subject parcel is less than 3.0-acres, which allows for the smallest maximum size for the main residence and the least amount of impervious surface coverage compared to parcels over this acre threshold. The project applicant chose to conform to development standards within its maximum limitations. Table 3 demonstrates the Project's consistency with the applicable development standards of the R1-H zone and PUD # 68.

Table 3: Summary of Development Standards

Standards	Hillside & PUD 68 Requirements	Proposed	Complies
Front Setback	25 ft. minimum when avg. slope is <16%. Otherwise, 40 ft. minimum	27 ft. and 5/8 th of an inch from the property line	Yes
Side Yard Setback	40 ft. minimum	40 ft. on south, and 85 ft. on north.	Yes
Rear	40 ft. minimum	140 feet	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres) 10,000 sq. ft. maximum (lots > 3 acres)	5,602 sq. ft.	Yes
Impervious Surfaces	8,000 sq. ft. maximum (lots < 3 acres) 30,000 sq. ft. maximum (lots > 3 acres)	6,924 sq. ft.	Yes
Building Height (Maximum)	17 ft. west of crestline; 27 ft. east of crestline / 1 ½ stories	1 ½ story or 22 feet and 9 inches	Yes
Parking	Four spaces required	Five spaces (two inside garage & three outside)	Yes
Crestline Zone of Protection	Within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line	Within 300 ft east of the crestline, not visible from the three closest viewpoints nor does the height of the structure extend into the crestline site line	Yes

Due to the subject property's location, the project is also required to comply with the development standards in the City's Hillside Combining District. Per MMC Section XI-10-45.09-7 of the Zoning Ordinance, the Planning Commission and City Council shall consider the following guidelines in its review. Staff has determined the Project to be consistent with the Hillside Architectural Guidelines as demonstrated in Table 4 below.

Table 4: Hillside Zoning Ordinance Compliance

Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
<i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i>	Consistent. Due to the proposed location and minimal scale of the home in consideration to its maximum allowable size outlined in Table 3, the development will not substantially interfere with views and privacy to adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 22-feet and 9 inches, and substantially setback from adjacent residences to the north and south, which minimizes interference with views and privacy. The adjacent single-family residence located west of the subject property is entirely on a downslope elevation and will not have any immediate line of sight to the subject property. Additionally, the majority of the subject lot to the east will remain undeveloped. The lot to the west is dedicated as Common Area only and will not be developed with future residential uses.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	Consistent. The project site is currently vacant and undeveloped with a few shrubs on the higher sloped southern portions of the lot and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut and fill to an equal 865 cubic yards each. Minimal landscaping is also proposed, including nine mid-size trees and various flowering plants, ground cover, and shrubs.
<i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i>	Consistent. The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the perception of bulk within the one-and-a-half-story residence. The footprint of the proposed home is also angled in its orientation to the front property line, thus minimizing the perception of excessive bulk. Furthermore, as described above and shown in Table 3, the proposed main residence is proposed to be sized in scale closer to immediate

Site and Architectural Guidelines Section 45.09-7	Consistency Finding
	neighbors' residences built on lots less than 3.0-acres in size. The overall building footprint of the main residence on the 1.135-acre lot is consolidated, and the remaining portions of the lot will also remain undeveloped, and no accessory structures are proposed.
<i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	Consistent. The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has a combination of flat and minimally pitched roof systems that could be used to utilize future solar energy. With regards to adjacent properties, the lot to the west is reserved as Common Area and the residences to the east are located greater than 429-feet away. As such, the proposed main residence will not cause an impairment to the adjacent properties access to light and air.
<i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	Consistent. As proposed, the proposed location of the main dwelling is where the existing lot is relatively flat, so grading is limited to 865 cubic yards of cut and fill. All graded soil will be repurposed as fill.

Planned Unit Development Amendment

The project is also located within PUD 68, which establishes total allowed square footage, total grading allowed, size of the garage and exterior finish materials. Per PUD 68 (adopted November 1992), the lot shall have a 3-car garage, 4,000-5,000 square feet of total allowable square footage for the residential structure, and only permits certain types of exterior finishes.

Staff has determined through analysis and research that PUD 68, also known as Countryside Estates, which was established to regulate the construction of six custom homes, is no longer reflective of the current development patterns of the Bay Area.

Staff recommends amending the PUD to allow a decrease from a three- to a two-car garage, an increase in allowable square footage of the primary residence from 5,000-square feet to 5,602-square feet, and changes in exterior finishes. In order to approve such changes, the Planning Commission must make the finding that these changes will not be detrimental to the light, air or privacy of any other structure or use currently existing or anticipated.

Site & Architectural Design

The project is designed in a Spanish Colonial style, which adds to the diversity of the neighborhood. The exterior materials are composed of smooth application stucco and a concrete tile roof. The articulation of the architectural forms blending with a variety of finishes creates an attractive front elevation, along with an integrated driveway pattern that enhances the house and the neighborhood. All exterior materials and finishes work together as a palette of earth tone colors creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences and within an earth tone range.

Grading and Landscaping

Due to the sloped lot and vehicular access requirements, the applicant has requested that the site be graded in order to make the site feasible for residential development. In an effort to limit the amount of ground to be removed, the applicant has proposed a site plan which locates the proposed home on the flattest portion of the site, which will result in 865 cubic yards of cut and fill for the construction of a new home and the required grade at the driveway for firetruck access. The proposed landscape plan includes a variety of flowers, shrubs, and trees. As demonstrated in Attachment B (Project Plans), these plans are consistent with the grading/landscaping requirements within the Hillside Ordinance.

Crestline Zone of Protection

In an effort to protect the quality of views of the hills from the valley floor, development standards related to crestlines have been incorporated into the Zoning Code. Per MMC Section XI-10-45.06, the purpose of the crestline zone of protection is to preserve the natural quality of the crestline and the slopes immediately below, when viewed from the valley floor. An exhibit was given to the applicant demonstrating the location of prominent crestlines identified by the City. To demonstrate compliance with the crestline zone of protection, the applicant installed “story poles” along the building perimeter and took pictures from areas recognized by the City as “vantage points. As demonstrated in Attachment C, the project will not be visible from the valley floor, and therefore, is compliant with the Crestline Zone of Protection.

FINDINGS FOR APPROVAL (OR DENIAL)

A finding is a statement of fact relating to the information that the Planning Commission has considered in making a decision. Findings shall identify the rationale behind the decision to take a certain action. Based on substantial evidence in the public record, Staff has found that the proposed project is consistent with the General Plan, Zoning Ordinance, and all required Findings.

Site Development Permit Findings (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 described within the staff report, the architectural design and site planning of the proposed home is aesthetically compatible with the neighboring homes with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is sited in a manner as to not draw attention when viewed from the valley floor.

2. The project is consistent with the Milpitas Zoning Ordinance in that:

As described within the staff report, the proposed home meets the development standards in the Single Family Hillside Zoning district and Countryside Estates PUD 68 for setbacks, height requirements, and landscaping and is requesting an amendment to PUD 68 for parking, total allowed square footage and exterior finishes.

3. The project is consistent with the Milpitas General Plan in that:

The project is consistent with the Milpitas General Plan, and particularly with Policy CD 7-5, which states to limit new development in the Hillside Area to only to Very Low Density Residential, open space and park uses. The project meets this finding, as the site is a part of an approved Planned Unit Development, which subdivided lots planned for clustered housing. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

Planned Unit Development (Section XI-10-54.07(B)(6)(a-c))

1. The proposed development will result in an intensity of land utilization no higher than and standards of open spaces at least as high as permitted or specified otherwise for such development in the General Plan, Zoning Ordinance and Subdivision ordinance.

The permit amendment, along with the project, will result in an intensity no higher than and standards of open space at least as high as permitted, in that the PUD requirements mirror the Hillside combining zoning requirements, in regards to land utilization, planting, irrigation, and open space. This standard has been met.

2. The development will not create traffic congestion pursuant to the California Environment Quality Act (CEQA). However, if traffic congestion is created by the proposed development, the traffic impacts will be mitigated by traffic improvements proposed by the developer or by funding capital projects and by on-site provisions for traffic circulation and parking or, if it cannot be mitigated, the Planning Commission and City Council shall issue any necessary findings pursuant to CEQA.

The project associated with the PUD permit amendment, will not create traffic congestion that will significantly and negatively affect existing traffic operations. This standard has been met.

3. For residential development in the Valley Floor Planning Area, as defined in the Milpitas General Plan Land Use Element, the maximum dwelling unit density per gross acre shall be the upper limit of the corresponding General Plan density range within each zoning designation. In the case of the Valley Floor Planning Area residential developments proposed on land zoned "R3" (Multiple Family Residential) an overall density of up to forty (40) units per gross acre can be approved if the following criteria are found by the City Council to be met.

The proposed the PUD permit amendment shall not have any effect on residential development density. This standard has been met.

Furthermore, in order to grant a Planned Unit Development amendment, the following findings are hereby made pursuant to Milpitas Municipal Code Section XI-10-54.07(B)(6)(d):

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 amendment, along with the project, will result in a public benefit by conforming the PUD to current development standards and allow flexibility for a smaller garage, more square footage for the residential structure and changes to the exterior, without being detrimental to the light, air or privacy of any other structure or use currently existing or anticipated.

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

The amendment, along with the project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 2 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 architectural design and site planning of the proposed home are aesthetically compatible with the neighboring homes, with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is sited in a manner as to not draw attention to it when viewing from the valley floor. All exterior materials and finishes work together as a palette of earth tone colors, creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences. Additionally, the proposed home is on a 1.135-acre parcel sitting at a minimum of 25' set back from all property lines, with a minimum of 80' between the closest neighboring home, and therefore will not interfere with privacy.

ENVIRONMENTAL REVIEW

The proposed Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303(a) (New Construction or Conversion of Small Structures) and Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning).

PUBLIC COMMENT/OUTREACH

Staff provided public notice for the application in accordance with City and State public noticing requirements. At the time of writing this report, there have been no inquiries from the public. A notice was published in the Milpitas Post on September 16, 2022. In addition, 17 notices were sent

to owners and occupants within 300 feet of the project site. A public notice was also provided on the project site, on the City's Website, www.ci.milpitas.ca.gov, and posted at City Hall.

RECOMMENDATION

STAFF RECOMMENDS THAT the Planning Commission:

1. Open the Public Hearing to receive comments;
2. Close the Public Hearing; and
3. Adopt Resolution 22-015, recommending the City Council approve the Site Development Permit No. SD22-0009 and Planned Unit Development Amendment P-PA22-0002, to allow the construction of a single-family residence in the hillside district, subject to the findings and attached Conditions of Approval.

ATTACHMENTS

- A: Resolution 22-015
- B: Project Plans
- C: Story Pole Installation

RESOLUTION NO. 22-015**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS RECOMMENDING APPROVAL OF SITE DEVELOPMENT PERMIT NO. SD21-0009 AND PLANNED UNIT DEVELOPMENT AMENDMENT PA21-0002 TO THE MILPITAS CITY COUNCIL TO CONSTRUCT A NEW HILLSIDE HOME LOCATED ON A VACANT 1.135-ACRE SITE AT 1333 TERRA VISTA CT (APN: 029-07-010)**

WHEREAS, on September 07, 2021, an application was submitted by Barre Barns, of Veterans Design and Development (“Applicant”), for a development proposal to allow the construction of a 5,602-square foot, one and a half-story single-family residence (“Project”) on a vacant 1.135 acre site within Planned Unit Development No. 68 at 1333 Terra Vista Ct (APN: 029-07-010). The Project site is zoned Single Family Residential - Hillside; and

WHEREAS, Planned Unit Development Amendment Permit No. PA21-0002 is also required to allow for a change from a 3 car to a 2 car garage, an increase from total allowed square footage of 5,000 square footage to 5,602-square feet and changes in the exterior finishes within this project and associated Planned Unit Development Area, known as PUD 68; and

WHEREAS, the Planning Division completed an environmental assessment for the Project in accordance with the California Environmental Quality Act (CEQA), which assessment determined that the Project is exempt from CEQA review pursuant to Section 15303 (New Construction and Conversion of Small Structures) of the CEQA Guidelines and, as a separate and independent basis, pursuant to Section 15183 of the CEQA Guidelines; and

WHEREAS, on September 28, 2022, the Planning Commission held a duly noticed public hearing on the subject application, at which all those in attendance were given the opportunity to speak on Project; and

WHEREAS, the Planning Commission has considered all of the written and oral testimony presented at the public hearing in making its decision; and

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

SECTION 1: Recitals.

The Planning Commission 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 incorporated herein by reference.

SECTION 2: CEQA Finding

The project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15303(a) for “New Construction or Conversion of Small Structures including one single-family residence, or a second dwelling unit in a residential zone,” because it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. The Project’s proposed new construction of a single-family residence and its accessory structures are within a residentially zoned area on a legal parcel and none of the exceptions, as specified in Section 15300.2 of the CEQA Guidelines that would preclude applicability of this exemption are present. As a separate and independent basis, the Project is exempt from Section 15183 of the CEQA Guidelines as a project consistent with a community plan, general plan or zoning in that it is consistent with the development density established in the Milpitas General Plan and the applicable zoning and there are no project-specific significant effects which are peculiar to this project or its site.

SECTION 3: Site Development Permit (Section XI-10-57.03(F)(1)) - The Planning Commission makes the following findings based on the evidence in the public record in approving Site Development Permit No. SD21-0009:

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

The architectural design and site planning of the proposed home is aesthetically compatible with the neighboring homes with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is sited in a manner as to not draw attention when viewed from the valley floor.

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

The proposed home meets the development standards in the Single Family Hillside Zoning district and Countryside Estates PUD 68 for setbacks, height requirements, and landscaping and is requesting an amendment to PUD 68 for parking, total allowed square footage and exterior finishes. As demonstrated in Table 1 below.

Table 1:
Summary of Development Standards

Standards	Hillside & PUD 68 Requirements	Proposed	Complies
Front Setback	25 ft. minimum when avg. slope is <16%. Otherwise, 40 ft. minimum	27 ft. and 5/8 th of an inch from the property line	Yes
Side Yard Setback	40 ft. minimum	40 ft. on south, and 85 ft. on north.	Yes
Rear	40 ft. minimum	140 feet	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres) 10,000 sq. ft. maximum (lots > 3 acres)	5,602 sq. ft.	Yes
Impervious Surfaces	8,000 sq. ft. maximum (lots < 3 acres) 30,000 sq. ft. maximum (lots > 3 acres)	6,924 sq. ft.	Yes
Building Height (Maximum)	17 ft. west of crestline; 27 ft. east of crestline / 1 ½ stories	1 ½ story or 22 feet and 9 inches	Yes
Parking	Four spaces required	Five spaces (two inside garage & three outside)	Yes
Crestline Zone of Protection	Within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line	Within 300 ft east of the crestline, not visible from the three closest viewpoints nor does the height of the structure extend into the crestline site line	Yes

Due to the subject property's location, the project is also required to comply with the development standards in the City's Hillside Combining District. Per MMC Section XI-10-45.09-7 of the Zoning Ordinance, the Planning Commission and City Council shall consider the following guidelines in its

review. Staff has determined the Project to be consistent with the Hillside Architectural Guidelines as demonstrated in Table 2 below.

Table 2:
Hillside Zoning Ordinance Compliance

Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
<i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i>	Consistent. Due to the proposed location and minimal scale of the home in consideration to its maximum allowable size outlined in Table 1, the development will not substantially interfere with views and privacy to adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 22-feet and 9 inches, and substantially setback from adjacent residences to the north and south, which minimizes interference with views and privacy. The adjacent single-family residence located west of the subject property is entirely on a downslope elevation and will not have any immediate line of sight to the subject property. Additionally, the majority of the subject lot to the east will remain undeveloped. The lot to the west is dedicated as Common Area only and will not be developed with future residential uses.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	Consistent. The project site is currently vacant and undeveloped with a few shrubs on the higher sloped southern portions of the lot and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut and fill to an equal 865 cubic yards each. Minimal landscaping is also proposed, including nine mid-size trees and various flowering plants, ground cover, and shrubs.
<i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i>	Consistent. The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the perception of bulk within the one-and-a-half-story residence. The footprint of the proposed home is also angled in its orientation to the front property line, thus minimizing the perception of excessive bulk. Furthermore, as described above and shown in Table 1, the proposed main residence is proposed to be sized in scale closer to immediate neighbors' residences built on lots less than 3.0-acres in size. The overall building footprint of the main residence on the 1.135-acre lot is consolidated, and the remaining portions of the lot will also remain undeveloped, and no accessory structures are proposed.

Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
<i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	Consistent. The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and meets or exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has a combination of flat and minimally pitched roof systems that could be used to utilize future solar energy. With regards to adjacent properties, the lot to the west is reserved as Common Area and the residences to the east are located greater than 429-feet away. As such, the proposed main residence will not cause an impairment to the adjacent properties access to light and air.
<i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	Consistent. As proposed, the proposed location of the main dwelling is where the existing lot is relatively flat, so grading is limited to 865 cubic yards of cut and fill. All graded soil will be repurposed as fill.

Site & Architectural Design

The project is designed in a Spanish Colonial style, which adds to the diversity of the neighborhood. The exterior materials are composed of smooth application stucco and a concrete tile roof. The articulation of the architectural forms blending with a variety of finishes creates an attractive front elevation, along with an integrated driveway pattern that enhances the house and the neighborhood. All exterior materials and finishes work together as a palette of earth tone colors creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences and within an earth tone range.

Grading and Landscaping

Due to the sloped lot and vehicular access requirements, the applicant has requested that the site be graded in order to make the site feasible for residential development. In an effort to limit the amount of ground to be removed, the applicant has proposed a site plan which locates the proposed home on the flattest portion of the site, which will result in 865 cubic yards of cut and fill for the construction of a new home and the required grade at the driveway for firetruck access. The proposed landscape plan includes a variety of flowers, shrubs, and trees. As demonstrated in Attachment B (Project Plans), these plans are consistent with the grading/landscaping requirements within the Hillside Ordinance.

Crestline Zone of Protection

In an effort to protect the quality of views of the hills from the valley floor, development standards related to crestlines have been incorporated into the Zoning Code. Per MMC Section XI-10-45.06, the purpose of the crestline zone of protection is to preserve the natural quality of the crestline and the slopes immediately below, when viewed from the valley floor. An exhibit was given to the applicant demonstrating the location of prominent crestlines identified by the City. To demonstrate compliance with the crestline zone of protection, the applicant installed “story poles” along the building perimeter and took pictures from areas recognized by the City as “vantage points. As demonstrated in Attachment C, the project will not be visible from the valley floor, and therefore, is compliant with the Crestline Zone of Protection.

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

The project is consistent with the Milpitas General Plan, and particularly with Policy CD 7- 5, which states to limit new development in the Hillside Area to only to Very Low Density Residential, open space and park uses. The project meets this finding, as the site is a part of an approved Planned Unit Development, which subdivided lots planned for clustered housing. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor. As outlined in Table 3 below.

Table 3:
General Plan Consistency

Policy	Conformance
<i>CD 7-1 Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	Consistent. The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints as the project site is located over 100 feet west of the crestline. Project Plan sheets PL1 and PL2 illustrate how the proposed residence will not obstruct panoramic public views from and of the hillsides.
<i>CD 7-2 Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	Consistent. The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut and fill to 865 cubic yards for both construction phases. The total cut and fill will balance each other out to accommodate the home's footprint and meet the required grade at the proposed driveway.
<i>CD 7-3 Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	Consistent. Minimal contour grading will be required for the construction of the new residence due to its siting on the flattest areas of the lot. All new contours will be designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
<i>CD 7-4 Avoid mass graded pads within hillside areas. Smaller steps or grade changes should be used over single, large, slope banks to the greatest extent feasible.</i>	Consistent. The building pad is proposed at the flattest portion of the lot and will only necessitate minimal grading, including equal cut and fill. Grading has been substantially minimized in the Project, in that the siting follows the site's natural contours in an effort to preserve the natural terrain quality.
<i>CD 7-5 Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	Consistent. No changes are proposed to the existing land use and zoning designation, as the subject site is to be used as a single-family residence.
<i>CD 7-6 Require hillside development to incorporate architecture, scale, massing, building form, building color, roof materials, and landscaping to reflect the natural hillside setting.</i>	Consistent. The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints as the project site is located over 100 feet west of the crestline. Project Plan sheets PL1 and PL2 illustrate how the proposed residence will not obstruct panoramic public views from and of the hillsides.

As described above, the Project is compatible and consistent with the surrounding uses and has been found to conform to the intent of the Milpitas 2040 General Plan designation. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

SECTION 4: *Planned Unit Development (Section XI-10-54.07(B)(6)(a-c)) – The Planning Commission makes the following standard requirements based on the evidence in the public record in support of the Planned Unit Development Amendment. PA21-0002:*

1. *The proposed development will result in an intensity of land utilization no higher than and standards of open spaces at least as high as permitted or specified otherwise for such development in the General Plan, Zoning Ordinance and Subdivision ordinance.*

The permit amendment, along with the project, will result in an intensity no higher than and standards of open space at least as high as permitted, in that the PUD requirements mirror the Hillside combining zoning requirements, in regard to land utilization, planting, irrigation, and open space. This standard has been met.

2. *The development will not create traffic congestion pursuant to the California Environment Quality Act (CEQA). However, if traffic congestion is created by the proposed development, the traffic impacts will be mitigated by traffic improvements proposed by the developer or by funding capital projects and by on-site provisions for traffic circulation and parking or, if it cannot be mitigated, the Planning Commission and City Council shall issue any necessary findings pursuant to CEQA.*

The project associated with the PUD permit amendment, will not create traffic congestion that will significantly and negatively affect existing traffic operations. This standard has been met.

3. *For residential development in the Valley Floor Planning Area, as defined in the Milpitas General Plan Land Use Element, the maximum dwelling unit density per gross acre shall be the upper limit of the corresponding General Plan density range within each zoning designation. In the case of the Valley Floor Planning Area residential developments proposed on land zoned "R3" (Multiple Family Residential) an overall density of up to forty (40) units per gross acre can be approved if the following criteria are found by the City Council to be met*

The proposed the PUD permit amendment shall not have any effect on residential development density. This standard has been met.

Furthermore, in order to grant a Planned Unit Development amendment, the following findings are hereby made pursuant to Milpitas Municipal Code Section XI-10-54.07(B)(6)(d):

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 amendment, along with the project, will result in a public benefit in regards to the flexibility to allow a smaller garage, more square footage for the residential structure and changes to the exterior, without being detrimental to the light, air or privacy of any other structure or use currently existing or anticipated.

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

The amendment, along with the project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 3 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 architectural design and site planning of the proposed home are aesthetically compatible with the neighboring homes, with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is sited in a manner as to not draw attention to it when viewing from the valley floor. All exterior materials and finishes work together as a palette of earth tone colors, creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences. Additionally, the proposed home is on a 1.135-acre parcel sitting at a minimum of 25' set back from all property lines, with a minimum of 80' between the closest neighboring home, and therefore will not interfere with privacy.

SECTION 6: The Planning Commission of the City of Milpitas hereby recommends the City Council approve Site Development Permit No. SD21-0009 and Planned Unit Development Amendment PA21-0002 and adopt Resolution No. 22-015 to allow the construction of a single-family residence in the hillside district, based on the above findings and subject to the Conditions of Approval attached hereto as **Exhibit 1** incorporated herein.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Milpitas on September 28, 2022

DocuSigned by:
Chair Bill Chuan BC Sep-29-2022
1CD00AE9E201461
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 September 28, 2022, and carried by the following roll call vote:

COMMISSIONER	AYES	NOES	ABSENT	ABSTAIN
Mercedes Albana	X			
Dipak Awasthi	X			
Bill Chuan	X			
Larry Ciardella	X			
Alexander Galang	X			
Sonia Medina-Ashby	X			
Zeya Mohsin	X			
Mercedes Albana	X			

EXHIBIT 1

**CONDITIONS OF APPROVAL
1333 TERRA VISTA CT
SITE DEVELOPMENT PERMIT NO. P-SD21-0009 AND
PLANNED UNIT DEVELOPMENT AMENDMENT PA21-0002 (APN 029-07-010)**

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. Site Development Permit No. SD21-0009 and Planned Unit Development Amendment PA21-0001 (“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. **(P)**
2. Modifications to project. Any deviation from the approved site plan, floor plans, 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 Permittee shall be required to apply for review and obtain approval of the Planning Commission, in accordance with the Zoning Ordinance. **(P)**
3. 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)**
4. 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.
5. 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.
6. 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)**
7. 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)**
8. 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 applicant may file a protest has begun under California Government Code Section 66020(d)(1). **(P)**

9. 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)**
10. 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)**
11. 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)**
12. 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)**
13. 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. **(CA)**
14. 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)**
15. 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.
16. Permittee shall develop the approved project in conformance with the approved plans approved by the Planning Commission on September 28, 2022, in accordance with these Conditions of Approval. **(P)**
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, Permittee 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)**
17. Response to Conditions of Approval. Permittee shall provide a written response to comments upon submittal for building permit application. The responses should clearly indicate how each condition of approval has been addressed in the plans and shall note the appropriate plan sheet. **(P)**
18. Prior to the issuance of a building permit, the owner or designee shall include within the four first pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the project. **(P)**
19. Streets shall be designed to generally follow the contours and land form in order to minimize cut and fill. Exposed walls and facing roadways and retaining walls shall be no greater than six feet in height. Crib walls fencing roadways shall be no greater than 15 feet in height. **(P)**

20. Landscaping coverage and stabilization of graded slopes shall be selected and designed to be compatible with surrounding natural vegetation or to replace removed natural vegetation and should recognize climatic, soil, and ecologic characteristic of the region. Plan materials that require excessive water after becoming established should be avoided. **(P)**
21. Trees which have a six inch or greater diameter trunk size at a point three feet above grade may not be removed without obtaining prior approval from the City. The location of all such trees shall be shown on all plans submitted for approval. The Planning Commission, upon review of an "S" Zone application approval, shall have the power to authorize removal, relocation or replacement if the Permittee can show that such requirement is unreasonable as applied to the particular property. If the removal is permitted, the replacement of any trees removed pursuant to this section shall be at a five to one (5:1) ratio. **(P)**
22. The proposed home is located west of the Crestline and is subject to a maximum height of 1.5 stories or 26 feet.
23. Within six months, or such other period established by the Planning Commission, after the commencement of grading activities, all graded areas not covered by an impervious surface shall be stabilized in such manner as shall be approved by the Community Development Manager. **(P)**
24. Where two cut-or-fill slopes intersect, the intersection shall be horizontally rounded and blended. **(P)**
25. Where any cut-or-fill slopes intersect the natural grade, the intersection of each slope shall be vertically and/or horizontally rounded and blended. **(P)**
26. Fees: Upon reviewing Exhibit B from the Subdivision Improvement Agreement, it appears that a number of fees were deferred to be paid before building permit issuance. Those fees are listed here
 - a. Prior to the final (occupancy) of each building, a cash fee (\$1333.00/per dwelling unit) to cover the development pf park and recreations areas shall be collected by the City for the granting of the PUD.
27. Prior to Building Permit Issuance, the applicant must demonstrate proof in accordance with "Special Conditions – P.U.D. No. 68 and Vesting Tentative Map "Countryside Estates," that the development at "ADDRESS OF DEVELOPMENT" will be serviced by a fire hydrant that meets the minimum water demand of 1,500 hydrant fire flow to the satisfaction of the Deputy Fire Chief, or his designee. **(P) (P)**

Fire Department

28. The project/development shall comply with the requirements of the Fire Department and the California Fire Code, as outlined, as may be amended by the City of Milpitas. Changes to the site plan and/or internal circulation shall be reviewed and approved by the Fire Department. **(F)**
29. Fire Department Access
 - a. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather capabilities. Bearing capacity for the driveway and the entry drive court shall be designed to provide a minimum of 50,000 lbs. bearing capacity for the fire apparatus. CFC Section 503.2.3
 - b. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of 13 feet 6 inches (4115 mm).
30. An approved automatic fire sprinkler system (NFPA 13D minimum) shall be provided for all structures (living space, garage, outdoor spaces attached to the home, pool cabana, ADU, etc.). California Fire Code Section 903.2 amended by Milpitas Municipal Code V-300-2.82.
 - a. FIRE SPRINKLERS for NEW HOMES
 - 30.a.1. An approved automatic fire sprinkler system (NFPA 13D minimum) shall be provided for the home (living space, garage, outdoor spaces attached to the home, etc.). California Fire Code Section 903.2, amended by Milpitas Municipal Code **V-300-2.62**
 - 30.a.2. FIRE DEPARTMENT PERMIT – REQUIRED
The Milpitas Fire Department shall approve new installation and/or modifications to existing fire

protection, alarm or monitoring system(s). A separate submittal is required to the Milpitas Fire Department, for review and approval, prior to the commencement of any work. CFC Section 901.2

30.a.3. WATER SUPPLY SERVICE TO THE HOME

The existing water supply service to the home may need upgrading to service the automatic fire sprinkler system. All new water services shall be done as required by the City of Milpitas Engineering Division.

31. **ACCESS CONTROL DEVICES.** When access control devices including bars, grates, gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department emergency access to the building, are installed, such devices shall be approved by the fire code official. All access control devices shall be provided with an approved means for deactivation or unlocking by the fire department. Access control devices shall also comply with Chapter 10 Egress. (Knox box location shall be at 6 feet above the finish floor, or fire access walkway or road).
32. **SITE ADDRESS.** New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numerals or alphabet letters and shall be consistent with Milpitas standardized addressing guidelines. Where access is by means of a private road the building cannot be viewed by the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.
33. **KEY BOX.** The Fire Code Official is authorized to require a key box to be installed in an approved location if necessary, for lifesaving or firefighting purpose. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official. (Knox box location shall be at 6 feet above finish floor, or fire access walkway or road).

Building Department

34. **Compliance with Building Code of Regulations.** The Project shall comply with the requirements of the Building Safety and Housing Department and the California Code of Regulations Title 24 and the Milpitas Municipal Code as adopted by the City. Building permits shall be submitted to and approved by the Building Safety and Housing Department prior to start of construction. All California Code of Regulations Title 24 and Milpitas Municipal Code requirements applicable at the time of building permit application must be met in advance of any building permit approvals or related construction. Changes to the site plan and/or building plan require review and approval by the Building Safety and Housing Department. **(B)**

Engineering Department

PRIOR TO CONSTRUCTION PLAN SUBMITTALS

*The following conditions shall be met **prior to** any detailed construction plan check submittals (Building or Engineering, except demolition and rough grade plans), unless otherwise approved by the Director of Engineering/City Engineer. City reserves the right to reject any plan check submittal if any of the following conditions are not met. **(E)***

35. **Stormwater Control Plan:** Permittee shall submit City approved final Stormwater Control Plan (SWCP) that complies with the latest Municipal Regional Stormwater NPDES Permit, including Low Impact Development (LID) Section C3.c.i.(2)(b) measures for harvesting and reuse, infiltration, or evapo-transpiration, for City's review and approval by the Engineering Department.
36. **Submittal Requirements:** Permittee to ensure that all plan check submittals are in accordance with City's submittal check list for each permit type, including but not limited to, payment of permit fees and/or fee deposit at the time of the submittal.

PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE

*The following conditions shall be addressed as part of the off-site improvement plan review and shall be met **prior to** encroachment permit issuance, unless otherwise approved by the Director of Engineering/City Engineer. **(E)***

37. **Public Improvement Design Standards:** All public improvements shall be designed and constructed in accordance with all applicable public improvement design standards, including but not limited to:

- a. Milpitas Design Guidelines: (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/>);
 - b. Standard details and specifications: (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications/>);
 - c. Americans with Disabilities Act (ADA) requirements, where applicable.
38. Storm Drain Design: Permittee shall submit storm drain hydrology and hydraulic calculations based upon a 10-year storm event to justify the size of the storm drain lateral flowing full, without surcharging the main line pipe, and to be reviewed and approved by the Engineering Department.
 39. Domestic Water and Fire Service Calculations: Permittee shall submit potable water and fire service calculations to confirm adequacy of lateral size, pressure and flow, to be reviewed and approved by the Engineering Department and Fire Department. Hydraulic modeling analysis by the City and paid by the Permittee may be required as needed. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.
 40. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.
 41. Encroachment Permit: Prior to any work in the public right-of-way and/or public easement, obtain an encroachment permit with insurance requirements for all public improvements including a traffic control plan per the latest California Manual on Uniform Traffic Control Devices (MUTCD) standards to be reviewed and approved by the Engineering Department.
 42. Pothole Encroachment Permit: Due to new utility service connections on City streets, Permittee shall pothole and verify all potential utility crossing conflict as part of the public improvement plan during the design stage.
 43. Water Efficient Landscapes: Permittee shall comply with Milpitas Municipal Code Title VIII, Chapter 5 Water Efficient Landscapes for landscape design, including but not limited to, providing separate water meters for domestic water service and irrigation service and providing applicable landscape documentation package.
 44. Solid Waste and Recycling Facility Design: Permittee shall comply with all applicable City design guidelines/details associated with haul route, turning radius, vertical and horizontal clearance, trash enclosure, staging area, storage area, etc.
 45. Solid Waste Management: The project must meet all Milpitas Sanitation and SB 1383 requirements for solid waste management.
 46. Mailboxes: The Permittee shall obtain information from the US Postal Services regarding placement of required mailboxes. Structures to protect mailboxes may require Building, Engineering and Planning Divisions review.

DURING CONSTRUCTION

*The following conditions shall be complied with at all times **during** the construction phase of the project, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

47. Dewatering: If dewatering is needed during construction, Permittee shall obtain a Short-Term Industrial Wastewater Permit from the San Jose/Santa Clara Water Pollution Control Plant for discharging the groundwater to a sanitary sewer system.
48. On-site Recycle Water Coordination: Permittee's cross-connection specialist shall coordinate the phasing of the construction; facilitate the cross-connection testing in order to minimize the impact for occupied buildings during cross-connection testing; sign-off before the water meter set; coordinate on-site construction inspection; complete the site inspection; fill out required paperwork/questionnaire; and provide them to the City for forwarding to South Bay Water Recycling.

49. Prohibition of Potable Water Usage: Permittee shall use recycled water for construction purposes, including dust control and compaction. Permittee shall comply with MMC VIII-6-5.00 and 6-6.00 where potable water usage is prohibited, unless otherwise approved by the City Council.
50. Construction Staging and Employee Parking: Permittee shall place all construction related materials, equipment, and arrange construction workers parking on-site and not located in the public right-of-ways or public easements.
51. Water Shut-down Plan: Permittee shall provide a water shut-down plan at least seven days in advance of the shut-down in coordination with the Engineering Inspector and notify affected property owners/tenants when cut-in tee(s) is/are required.

PRIOR TO FIRST OCCUPANCY

*The following conditions shall be met **prior to** first building occupancy on either lot, unless otherwise approved the Director of Engineering/City Engineer.*

52. Completion of Public Improvements: Permittee shall complete all public improvements, including but not limited to frontage improvements and fire hydrants, as shown on City approved plans.
53. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.
51. Fees: Upon reviewing Exhibit B from the Subdivision Improvement Agreement, it appears that a number of fees were deferred to be paid before building permit issuance. Those fees are listed here, as well as additional fees that may apply:
- a. Hillside water reimbursement fee: \$12,010
 - b. Treatment Plant Fee: \$880 per dwelling
 - c. Cost of meter purchases: these were listed in Exhibit B, but the City no longer collects those. Instead, we have the customer order the meters through our supplier and pay the supplier directly.
 - d. Sewer connection fee: \$1,908 single family parcel (separate from Treatment Plant fee)
 - e. Storm Drain Connection Fee: \$3,594 for single family parcels 1 acre to 4 acres

(P) = Planning (B) = Building

(E) = Engineering (F) = Fire Prevention (CA) = City Attorney

NOTICE OF RIGHT TO PROTEST

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

AGREEMENT

Permittee/Property Owner

The undersigned agrees to each and every condition of approval and acknowledges the NOTICE OF RIGHT TO PROTEST and hereby agrees to use the project property on the terms and conditions set forth in this resolution.

Dated: _____

Signature of Permittee

Certificate Of Completion

Envelope Id: 3BE7DB53EA774E0F93C3F388916EA1DC	Status: Completed
Subject: Complete with DocuSign: Attachment A Resolution 22-015 DocuSign.pdf	
Source Envelope:	
Document Pages: 13	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Elizabeth Medina
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	455 E Calaveras Blvd
	Milpitas, CA 95035
	emedina@milpitas.gov
	IP Address: 50.59.22.2

Record Tracking

Status: Original	Holder: Elizabeth Medina	Location: DocuSign
September 29, 2022 13:39	emedina@milpitas.gov	

Signer EventsSignatureTimestamp

Chair Bill Chuan	DocuSigned by: Chair Bill Chuan BC 1CD00AF9F201461...	Sent: September 29, 2022 13:40
bill_chuan@yahoo.com		Viewed: September 29, 2022 14:07
Security Level: Email, Account Authentication (None)		Signed: September 29, 2022 14:08
	Signature Adoption: Drawn on Device	
	Using IP Address: 107.77.214.230	
	Signed using mobile	

Electronic Record and Signature Disclosure:

Accepted: September 29, 2022 | 14:07

ID: cf0d40d3-7298-4859-9946-284bfee60ccf

In Person Signer EventsSignatureTimestamp

Editor Delivery EventsStatusTimestamp

Agent Delivery EventsStatusTimestamp

Intermediary Delivery EventsStatusTimestamp

Certified Delivery EventsStatusTimestamp

Carbon Copy EventsStatusTimestamp

Avery Stark	COPIED	Sent: September 29, 2022 14:08
astark@milpitas.gov		
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:

Accepted: September 7, 2022 | 11:04

ID: 0f1be86d-7131-481c-bc22-4ab9e5f4e036

Elizabeth Medina	COPIED	Sent: September 29, 2022 14:08
emedina@milpitas.gov		Resent: September 29, 2022 14:08
Administrative Assistant		Viewed: September 29, 2022 14:12
City of Milpitas		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Witness EventsSignatureTimestamp

Notary Events	Signature	Timestamp	Item # C11.
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	September 29, 2022 13:40
Certified Delivered	Security Checked	September 29, 2022 14:07
Signing Complete	Security Checked	September 29, 2022 14:08
Completed	Security Checked	September 29, 2022 14:08

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Milpitas (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Milpitas:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mluu@ci.milpitas.ca.gov

To advise Carahsoft OBO City of Milpitas of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mluu@ci.milpitas.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Milpitas

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mluu@ci.milpitas.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Milpitas

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mluu@ci.milpitas.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

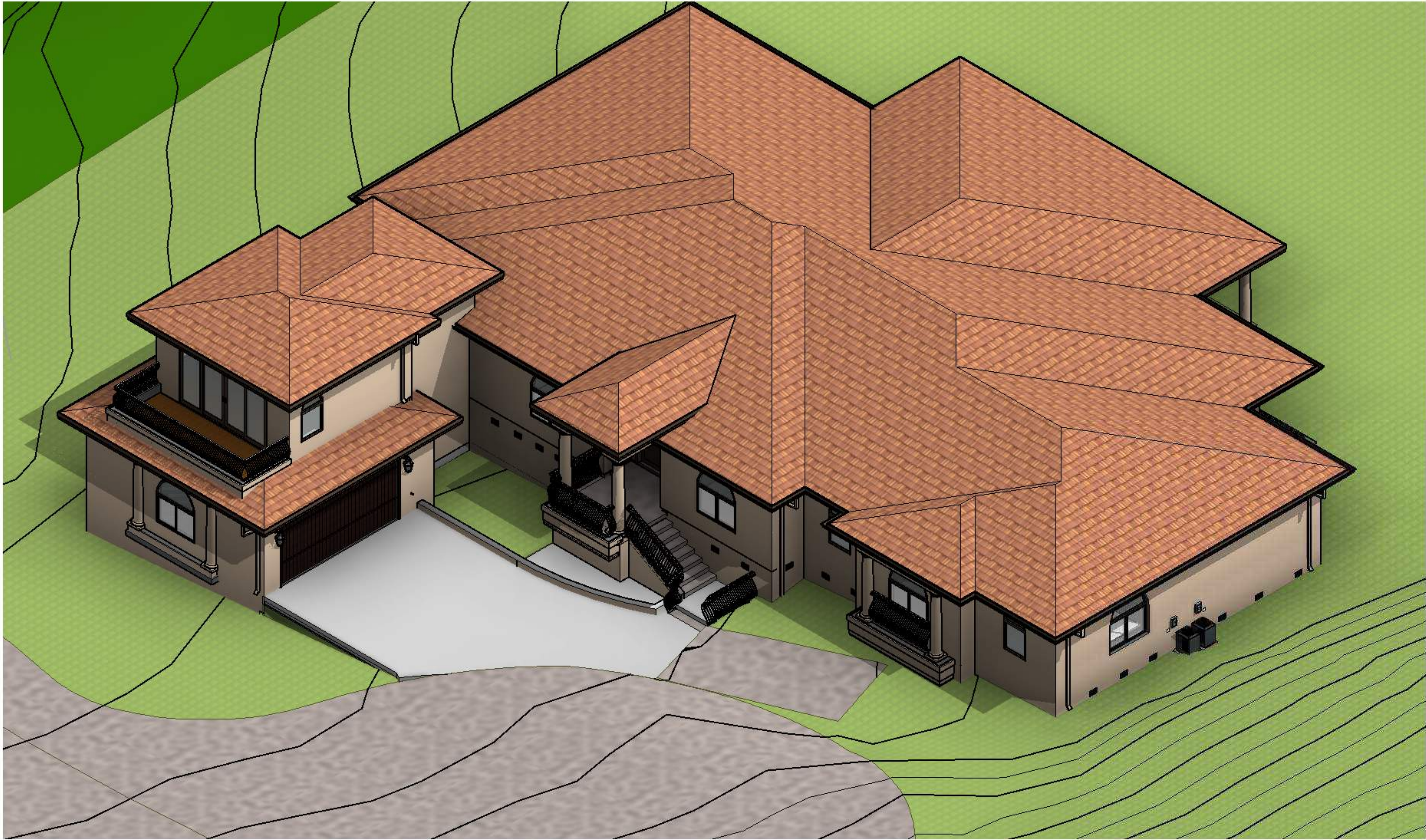
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Milpitas as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Milpitas during the course of your relationship with Carahsoft OBO City of Milpitas.

THE USE OF THESE DRAWINGS AND SPECS SHALL BE RESPECTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED & PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN PART, IS PROHIBITED. TITLE TO THE DRAWINGS & SPECS REMAINS TO THE DESIGNER WITHOUT VISUAL, COINVENT, IN PART, SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS.

1333 TERRA VISTA CT. MILPITAS, CA. 95035



Revision	
Revision Number	Revision Date

DESIGN FOR: VETERANS DESIGN & DEVELOPMENT

SINGLE FAMILY RESIDENCE

1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:

3D Views

DATE:
JULY 30TH,2022

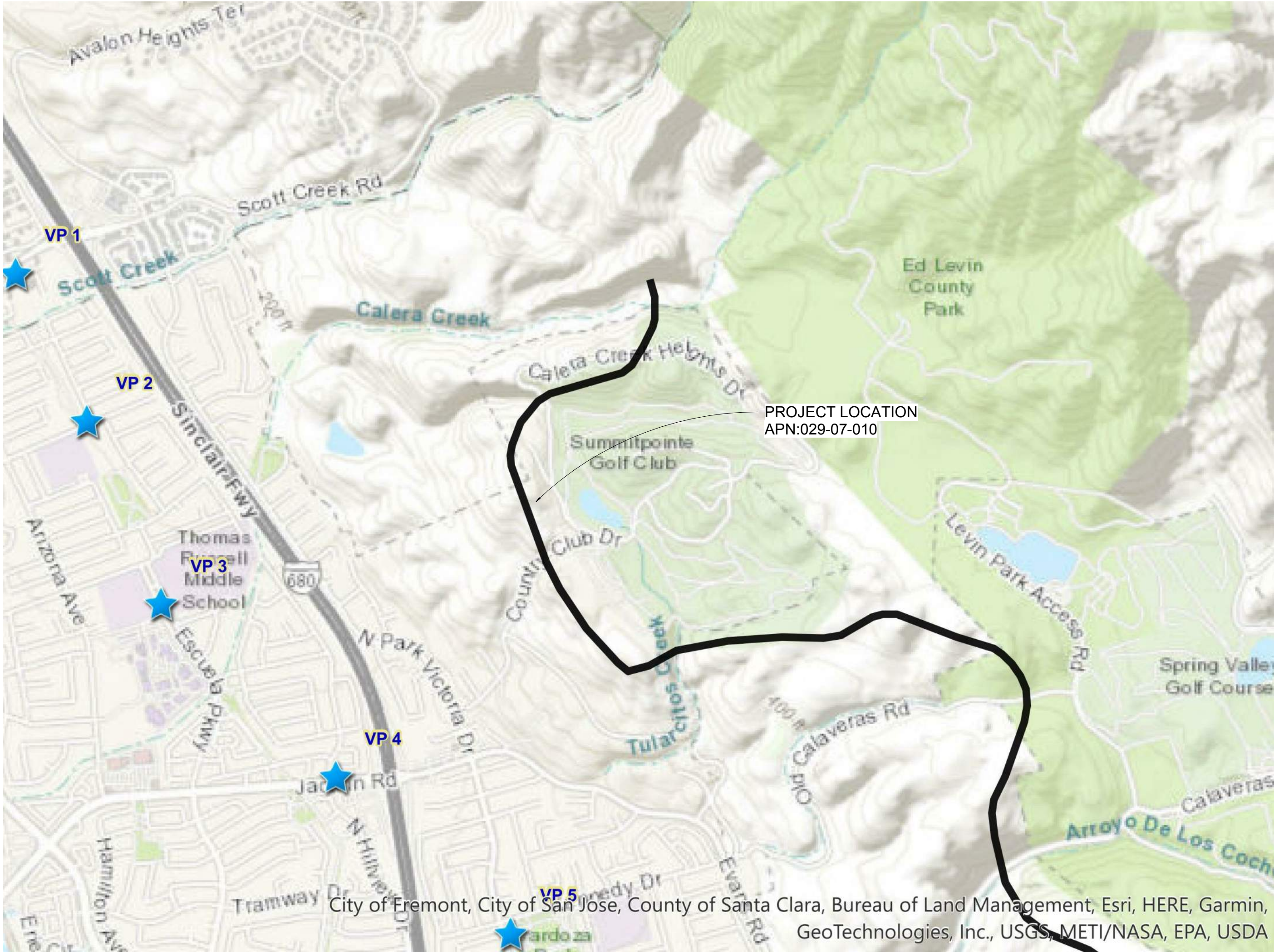
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JOB N°:
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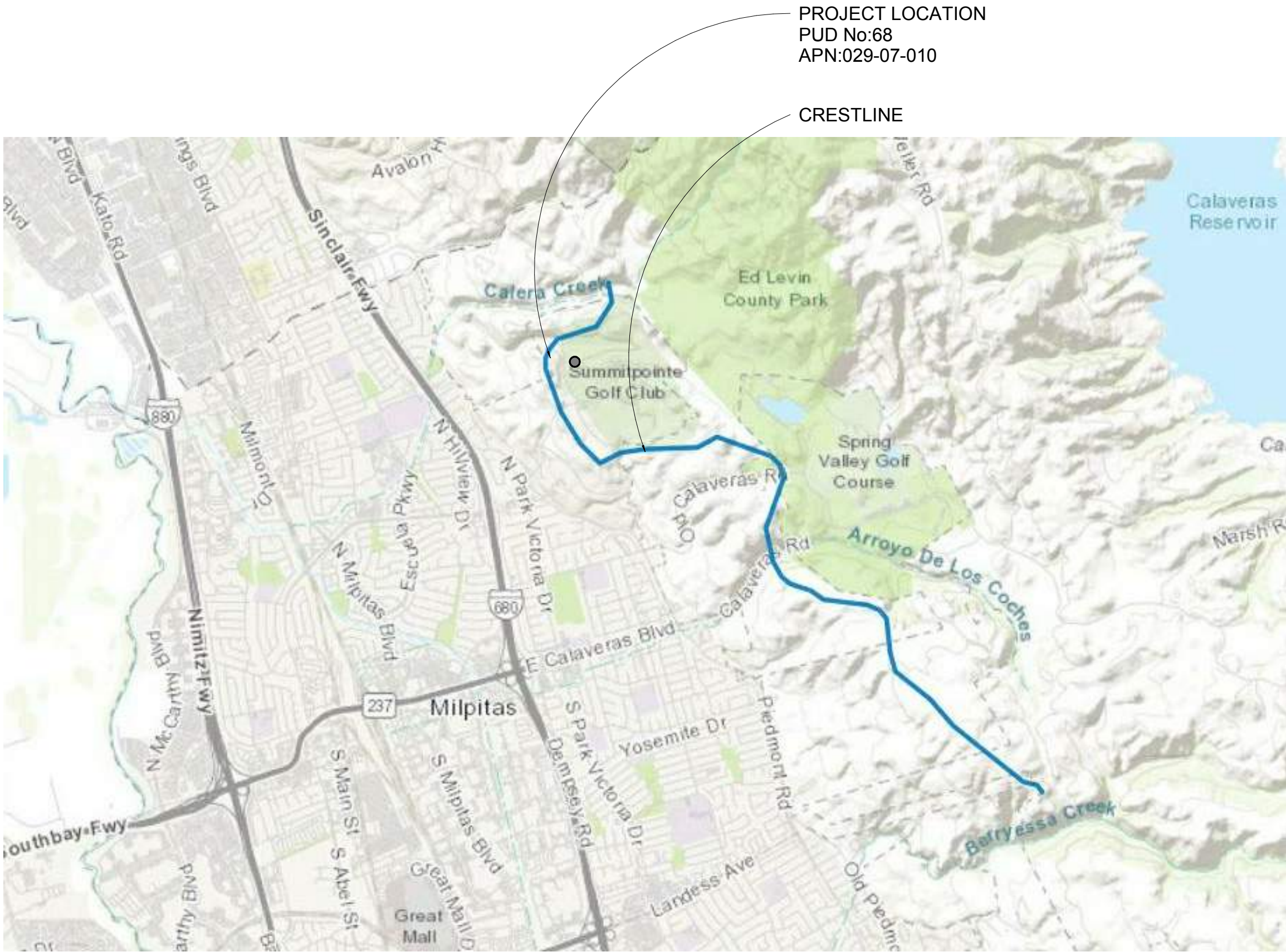
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PL.6

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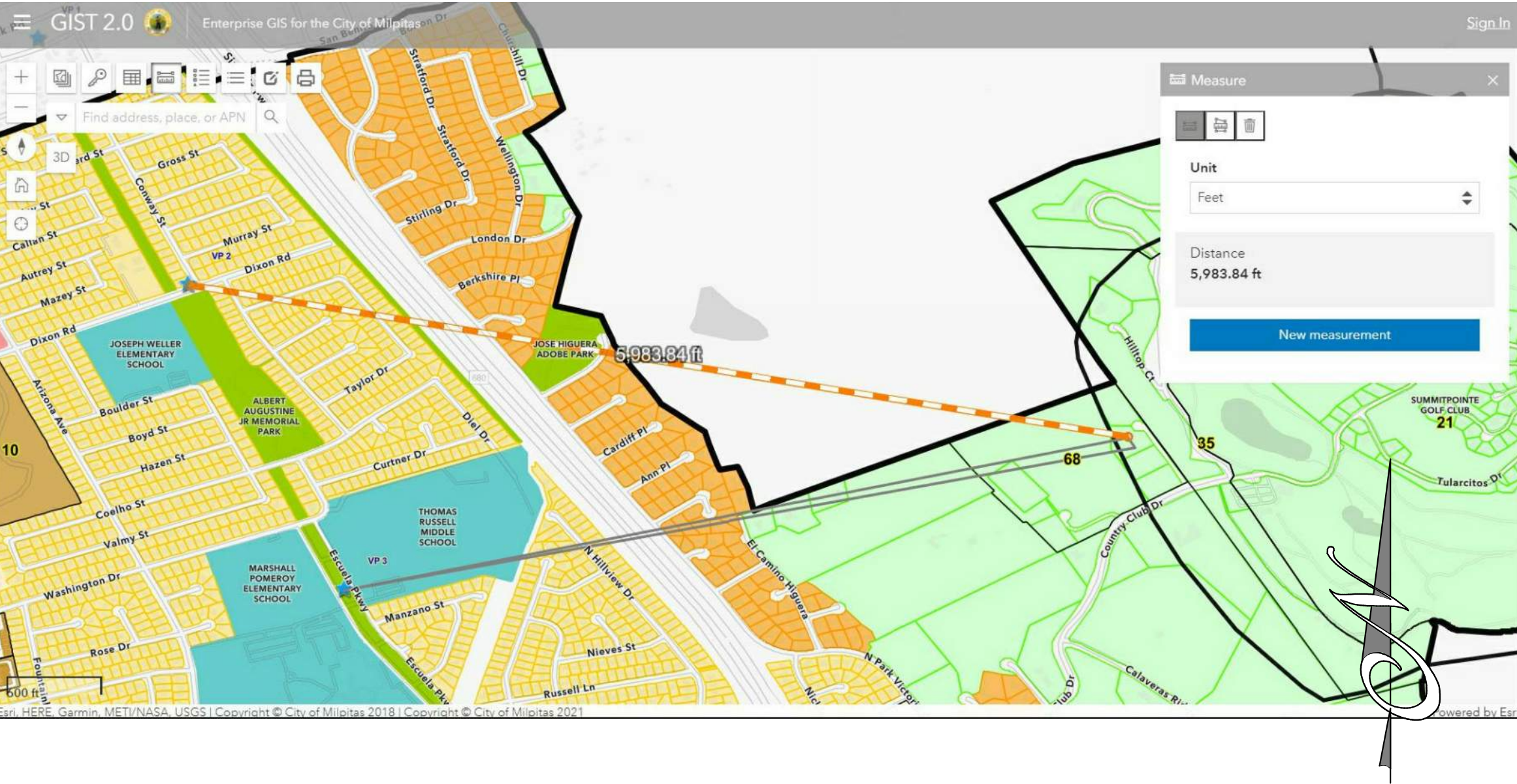
CRESTLINE ZONE OF PROTECTION: REFERENCE MAP - EXHIBIT B



CRESTLINE - EXHIBIT A

DISTANCE FROM VIEWPORT TO LOCATION OF PROJECT

A- VP2 - DIXON RD & CONWAY ST.



VIEWPORT IMAGES



Revision	
Revision Number	Revision Date

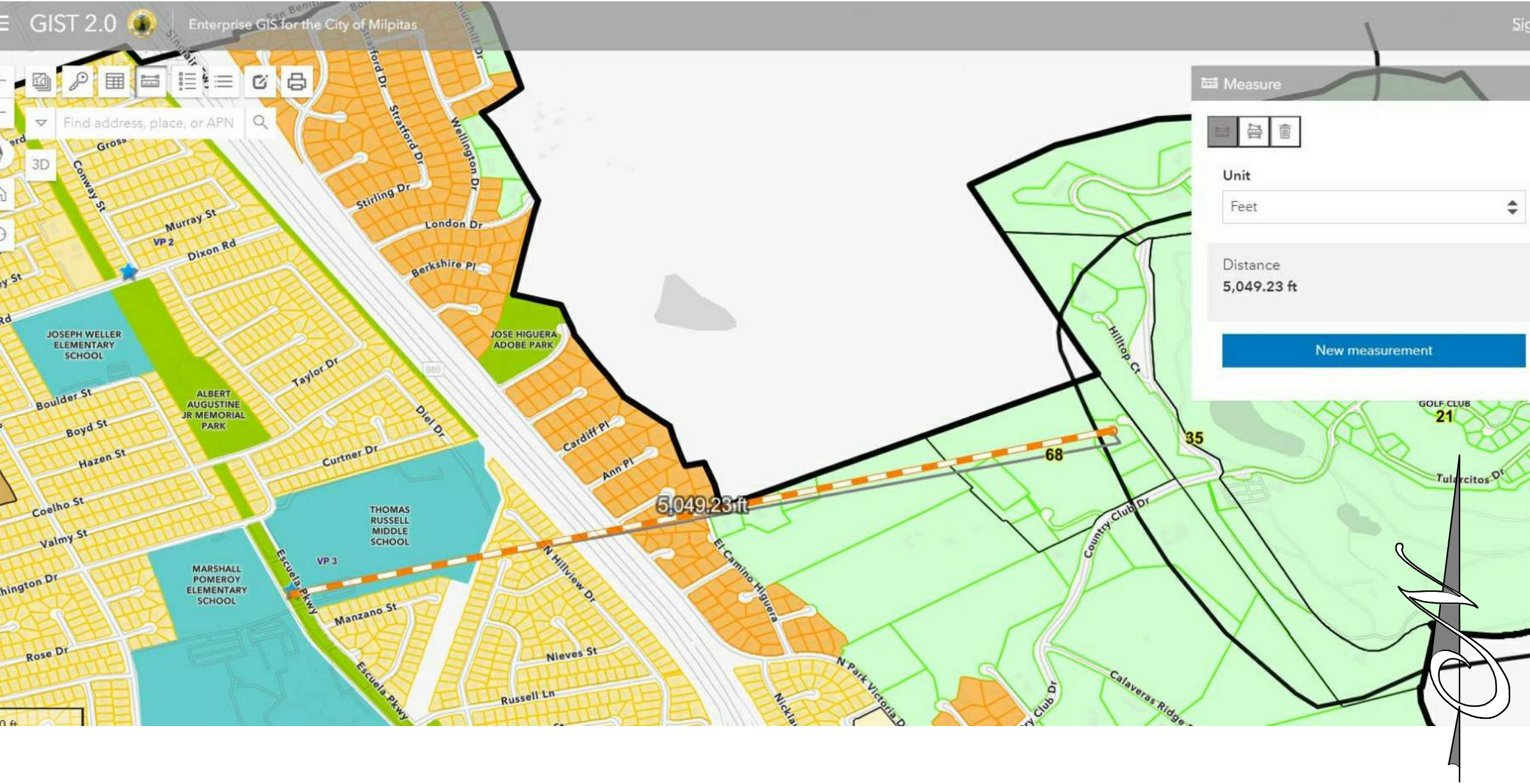
DESIGN FOR:	VETERANS DESIGN & DEVELOPMENT
	SINGLE FAMILY RESIDENCE
1333 Terra Vista Ct Milpitas, CA. 95035	

SHEET TITLE:	PLANNING SUBMITAL

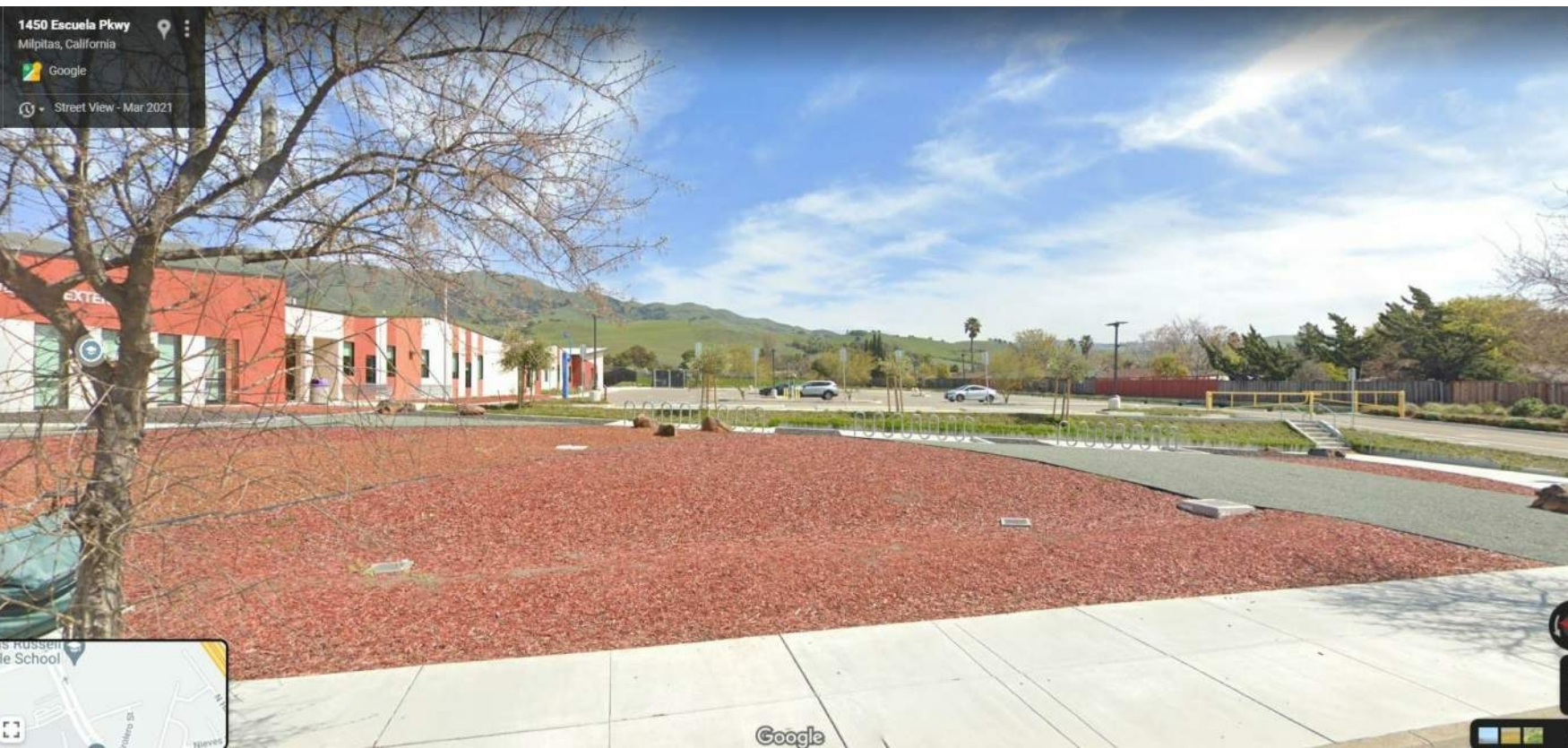
DATE:	JULY 30TH, 2022
SCALE:	3/32" = 1'-0"
JOB N°:	###

SHEET N°:	PL.1
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B- VP3 - ESCUELA PKWY & MANZANO ST.



PROPOSED BLDG CONCEALED BEHIND HILL



The screenshot displays the ArcGIS Online web application interface. The main map area shows a residential neighborhood in Milpitas, CA, with streets like El Camino Highway, N. Williams Dr, and N. Elgin Ave. A red dashed line is drawn across the map, indicating a measured distance of 4,306.11 ft. The sidebar on the right contains the 'Measure' tool settings, showing the unit as 'Feet' and the distance as 4,306.11 ft. A north arrow is located in the bottom right corner of the map area.

PROPOSED BLDG CONCEALED BEHIND HILL



PROPOSED BLDG CONCEALED BEHIND HILL

DESIGN FOR:
VETERANS DESIGN & DEVELOPMENT

SIGN FOR: **VETERAN**
SINGLE FAMILY RESIDENCE
1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:

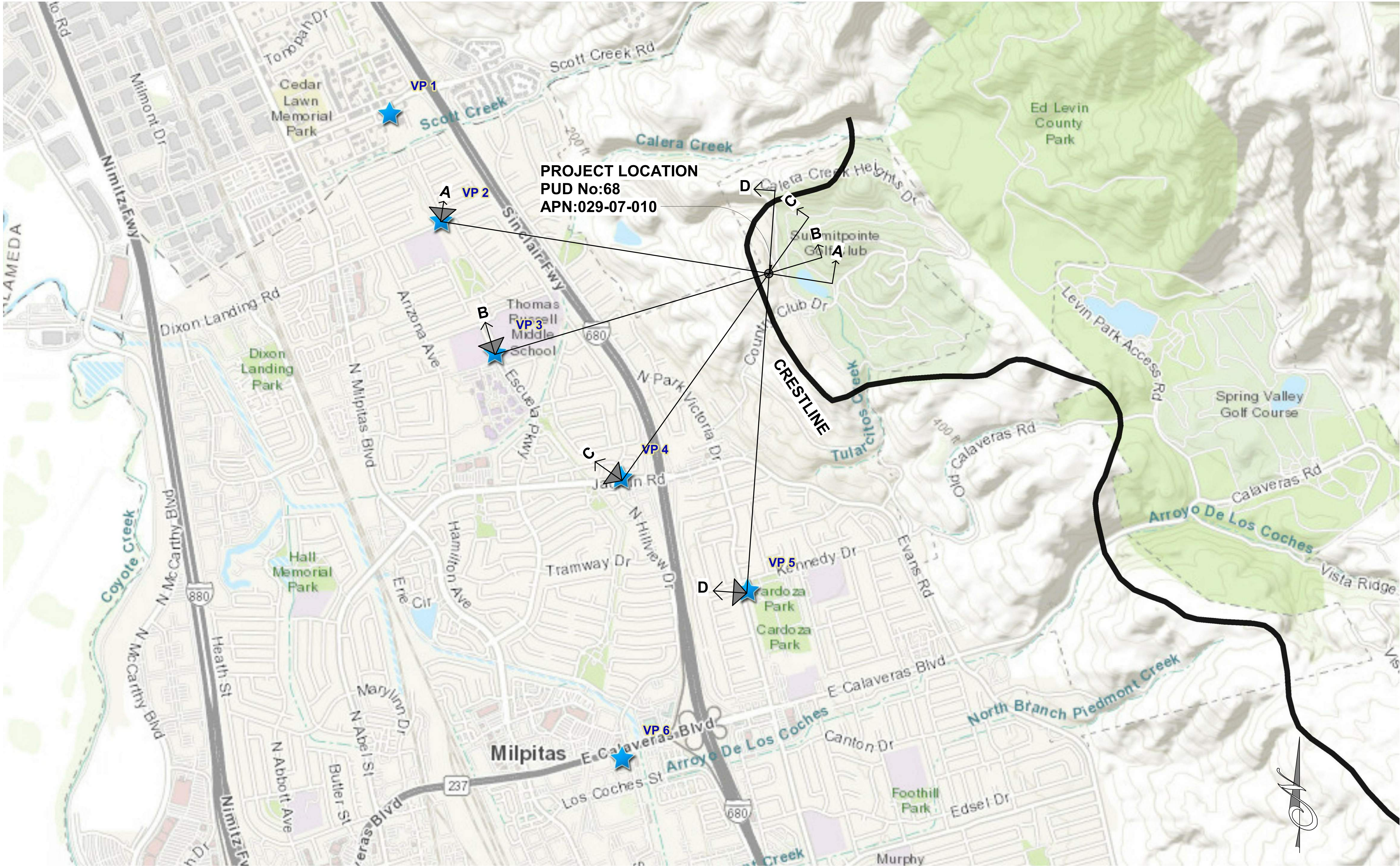
PLANNING SUBMITTAL

DATE:	JULY 30TH,2022
SCALE:	3/32" = 1'-0"
JOB N ^o :	###

SHEET N°:

PL.2

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PROJECT LOCATION
PUD No:68
APN:029-07-010

CITY OF MILPITAS: CRESTLINE ZONE OF PROTECTION: REFERENCE MAP

Revision	
Revision Number	Revision Date

DESIGN FOR: VETERANS DESIGN & DEVELOPMENT

SINGLE FAMILY RESIDENCE

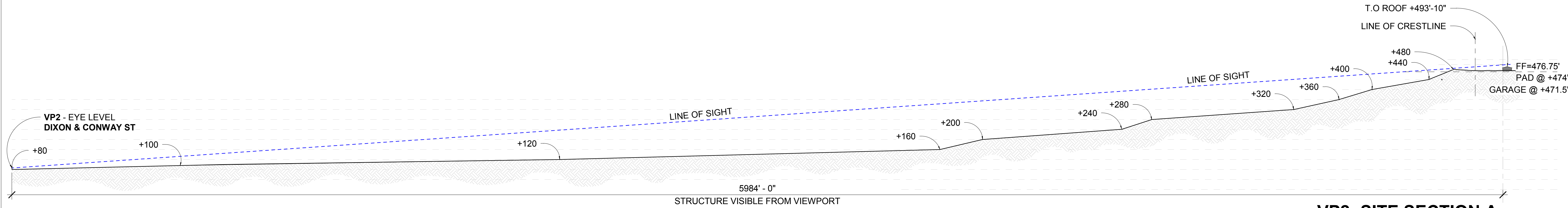
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Milpitas, CA. 95035

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DATE: JULY 30TH, 2022
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JOB N°: ###

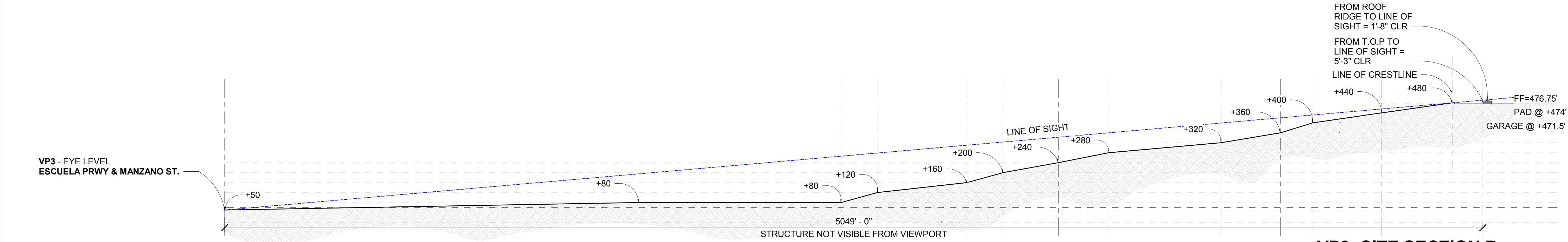
SHEET N°: PL.3

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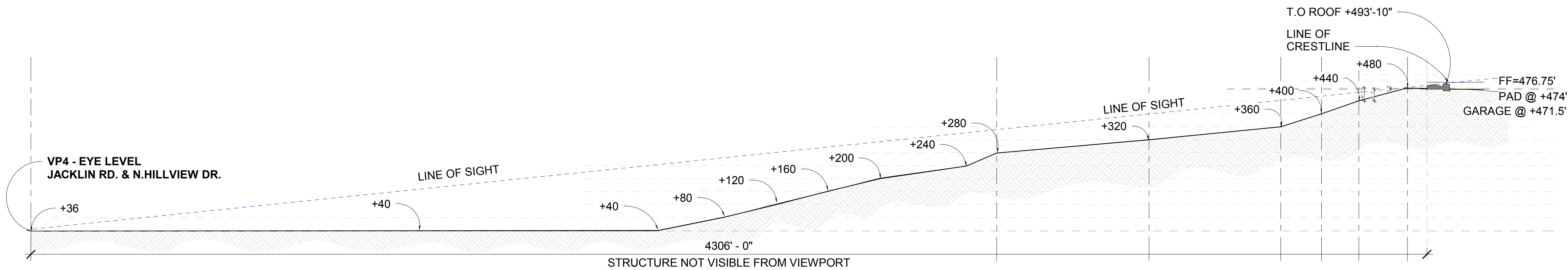
VP2 -SITE SECTION A

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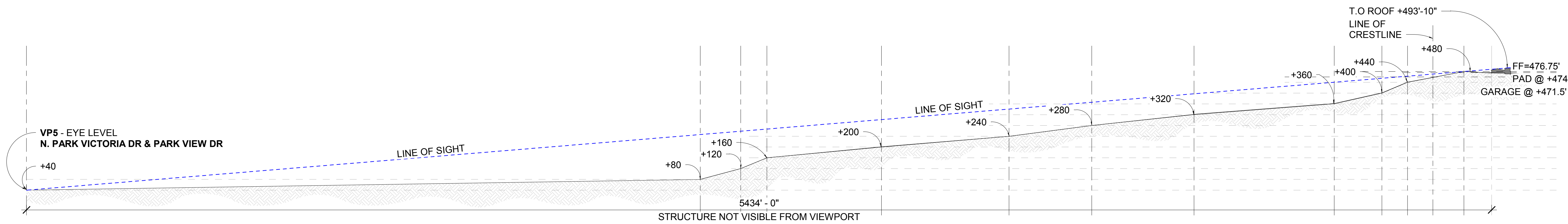
VP3 -SITE SECTION B

Scale=1"=200'



VP4 -SITE SECTION C

Scale=1"=200'



VP5 -SITE SECTION D

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Revision	
Revision Number	Revision Date

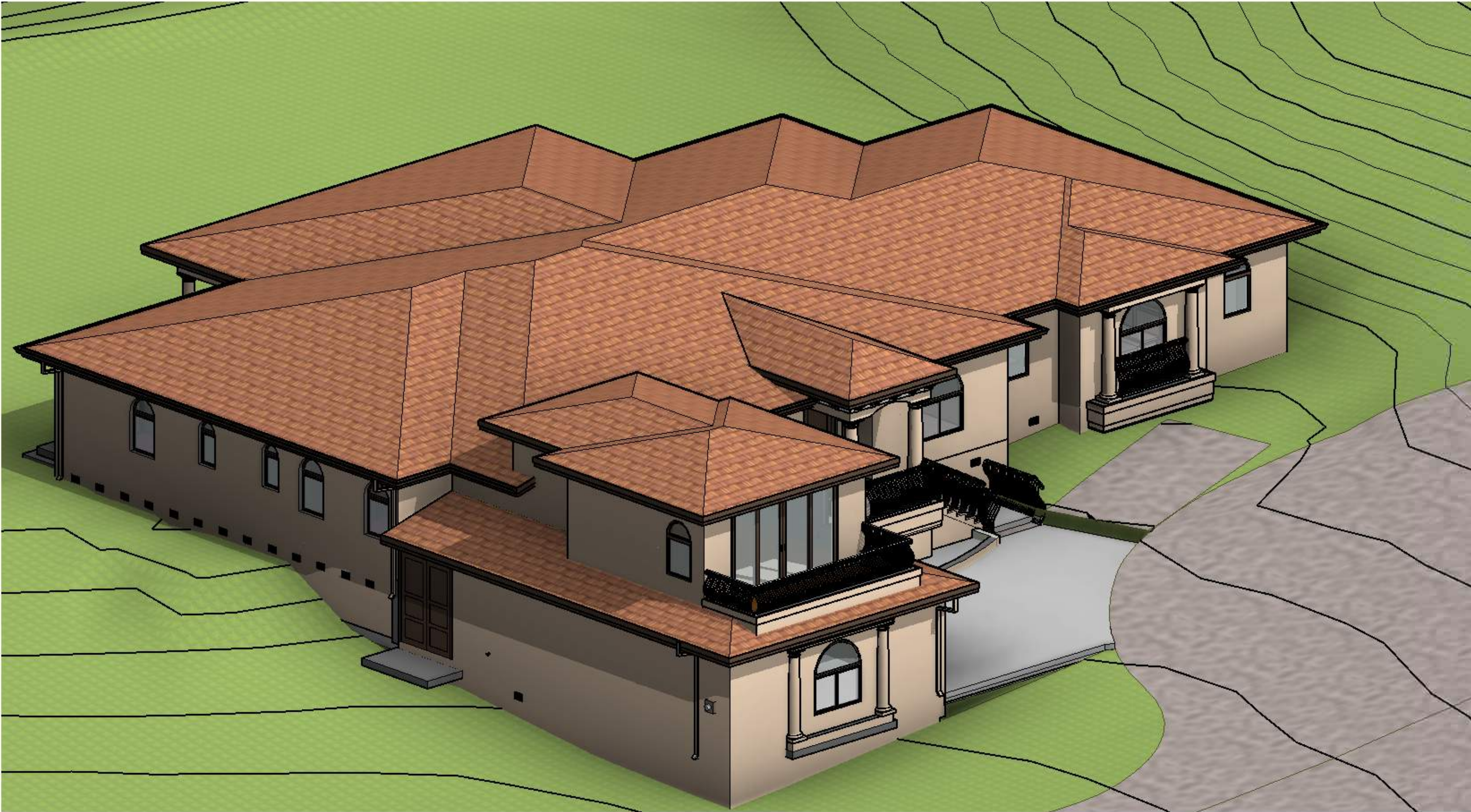
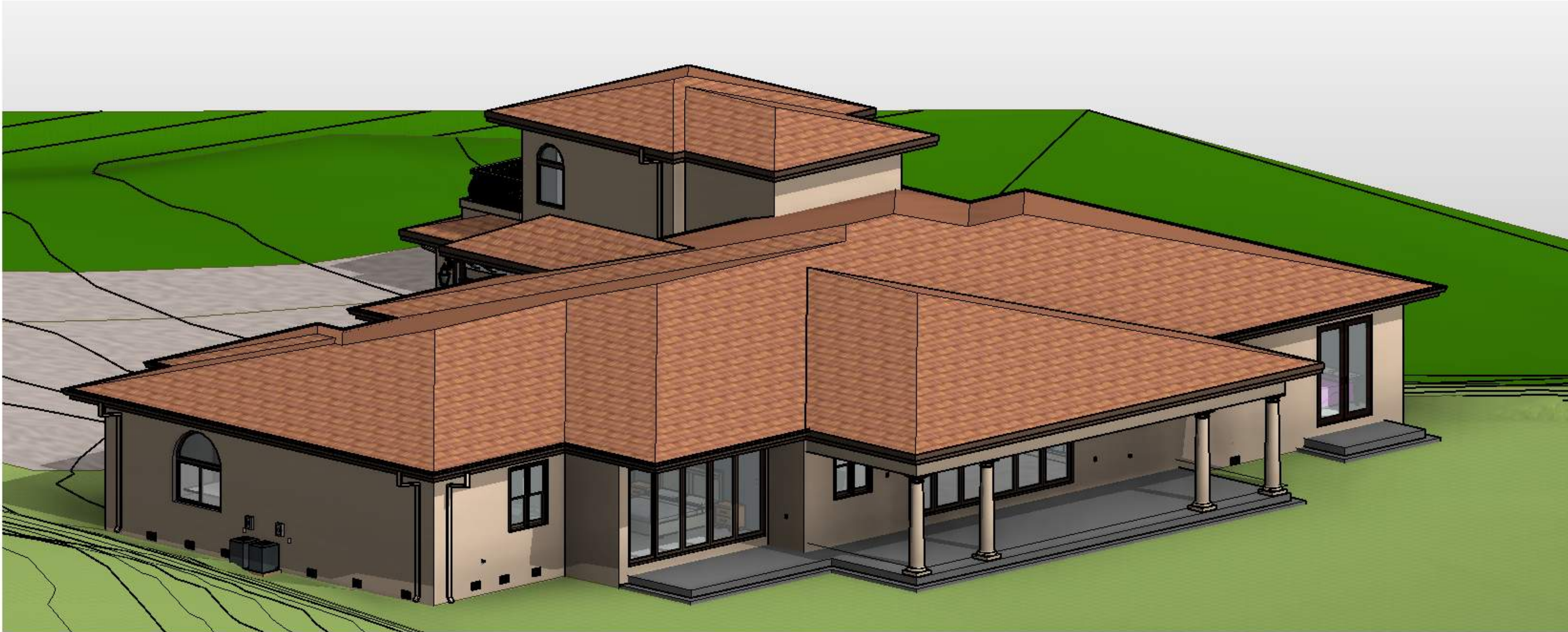
DESIGN FOR:
VETERANS DESIGN & DEVELOPMENT
SINGLE FAMILY RESIDENCE
1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:
PLANNING SUBMITTAL

DATE:
JULY 30TH, 2022
SCALE:
1" = 200'-0"
JOB N°:
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SHEET N°:
PL.4

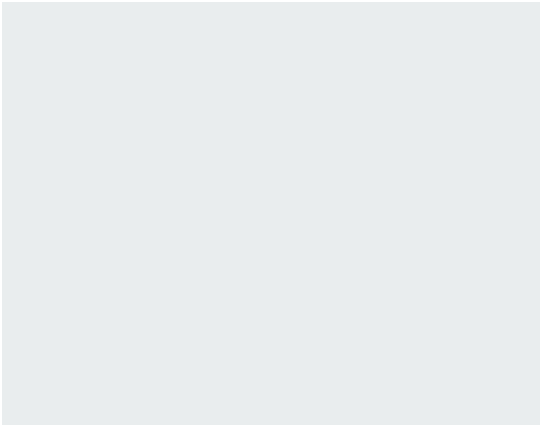
THE USE OF THESE DRAWINGS AND SPECS SHALL BE RESPECTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED & PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN PART, IS PROHIBITED UNTIL TO THE DESIGNER WITHOUT WRITTEN CONSENT. WITH THESE DRAWINGS & SPECS, SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS



MATERIAL BOARD



BODY OF HOUSE
SMOOTH FINISH STUCCO
SW-7508 TAVERN TAUPE



TRIM
SMOOTH FINISH STUCCO
SW-6995 SUPERWHITE



ROOFING
SPANISH TILE ROOF -
EAGLE ROOFING -LHM 8709 El Morado Blend



OUTDOOR LIGHT
Motion Sensor Outdoor Wall Lights
ELIMEGAN

PARTNERED WITH

Revision Number	Revision Date

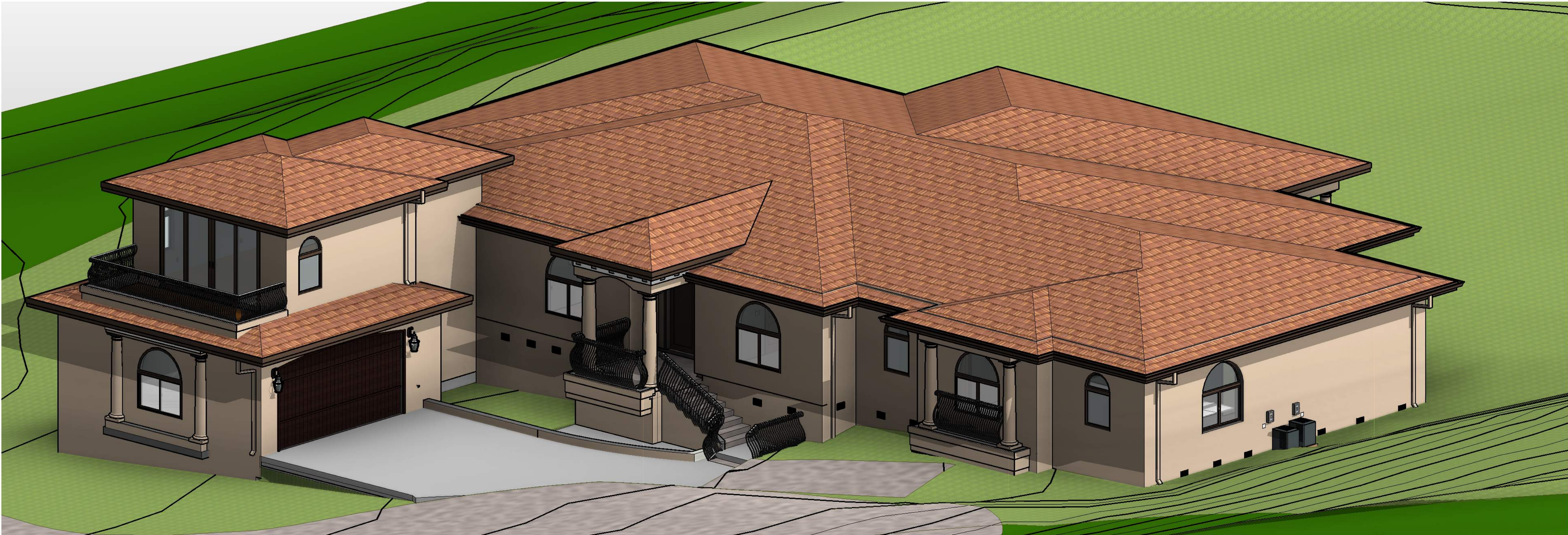
DESIGN FOR: **VETERANS DESIGN & DEVELOPMENT**
SINGLE FAMILY RESIDENCE
1333 Terra Vista Ct
Milpitas, CA. 95035

SHEET TITLE:
3D Views

DATE:
JULY 30TH,2022
SCALE:
3/32" = 1'-0"
JOB N°:
###

SHEET N°:
PL.5

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LOT 2 Residence

Project Information

Project Description: Countryside Estates - Lot 2 Countryside Court. Proposed a 5,602sq. Ft Total, of which 4,887 Sq.Ft are livable, 1- 1/2 Story Single-family (26 Max. Bldg height) single-family residence w/attached 2-car Garage.

APN: 029-07-010
GROSS AREA: 1.135 Acre

Number of Stories: (1 1/2)
Occupancy Class: R3
Building Use: Single Family
Zoning: R1-H
General Plan: Hillside Low
Minimum Parcel Area: 1.0 Acre. Min

Setbacks Required: Front: 25 Ft.
Side (each): 40 Ft.
Rear: 40 Ft.
Average Slope: 19.0%

CODE ANALYSIS
Applicable Codes: 2019 C.B.C. , 2019 C.R.C. , 2019 C.M.C. ,
2019 C.E.C. , 2019 C.P.C. , 2019 CEnC. ,
2020 MMC

Comply to Milpitas Municipal Code
Construction Type: V-B
Special conditions Pud #68 and vesting tentative map Countryside Estates.

Project Directory:

Owner:

Designer:

VETERANS DESIGN & DEVELOPMENT INC.

Barre Barnes
2175 De La Cruz Blvd. Unit C
Santa Clara, CA. 95050
Phone: 408-234 9061

Soil Engineer:

WAYNE TING ASSOCIATES, INC.

Address: 42329 OSGOOD ROAD,
UNIT A
FREMONT, CA. 94539
Phone: (510) 623 - 7768

Civil Engineer:

TS/CIVIL ENGINEERS, INC.

Address: 1776 TECHNOLOGY DRIVE
SAN JOSE, CA. 95110
Phone: (408) 452-9300

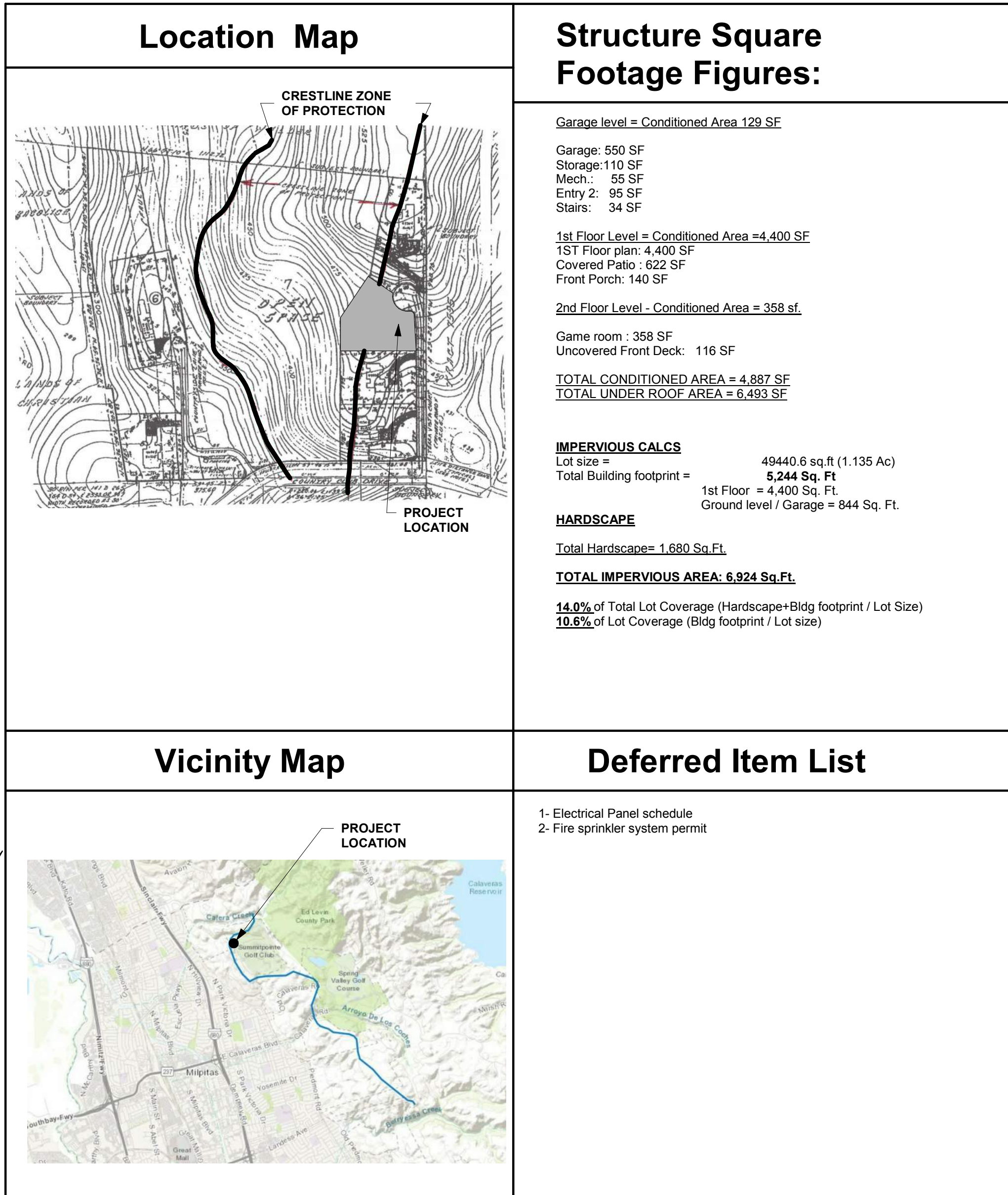
Structural Engineer:

MHA CONSULTING ENGINEERS, INC.

Address: 1623 WRIGHT AVENUE
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DESIGN FOR: VETERANS DESIGN & DEVELOPMENT

SINGLE FAMILY RESIDENCE
1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:
TITLE SHEET

DATE:
AUG 29TH, 2022
SCALE:
As indicated
JOB N°:
###

SHEET N°:
CV

2019 California Residential Code:

SECTION R308-GLAZING

R308.1 Identification
Except as indicated in Section R308.1.1 each pane of glazing installed in hazardous locations as defined in Section R308.4 shall be provided with a manufacturer's designation specifying who applied the designation, the type of glass and the safety glazing standard with which it complies, and that is visible in the final installation. The designation shall be acid etched, sandblasted, ceramic-fired, laser etched, embossed, or be of a type that once applied cannot be removed without being destroyed. A label shall be permitted in lieu of the manufacturer's designation.

Exceptions:

For other than tempered glass, manufacturer's designations are not required provided that the building official approves the use of a certificate, affidavit or other evidence confirming compliance with this code.
Tempered spandrel glass is permitted to be identified by the manufacturer with a removable paper designation.

R308.1.1 Identification of Multiple Assemblies
Multiple assemblies having individual panes not exceeding 1 square foot (0.09 m2) in exposed area shall have not less than one pane in the assembly identified in accordance with Section R308.1. Other panes in the assembly shall be labeled "CPSC 16 CFR 1201" or "ANSI Z97.1" as appropriate.

R308.2 Louvered Windows or Jalousies
Regular, float, wired or patterned glass in jalousies and louvered windows shall be not less than nominal 3/16 inch (5 mm) thick and not more than 48 inches (1219 mm) in length. Exposed glass edges shall be smooth.

R308.2.1 Wired Glass Prohibited
Wired glass with wire exposed on longitudinal edges shall not be used in jalousies or louvered windows.

R308.3 Human Impact Loads
Individual glazed areas, including glass mirrors in hazardous locations such as those indicated as defined in Section R308.4, shall pass the test requirements of Section R308.3.1.

Exceptions:

Louvered windows and jalousies shall comply with Section R308.2.
Mirrors and other glass panels mounted or hung on a surface that provides a continuous backing support.
Glass unit masonry complying with Section R607.

R308.3.1 Impact Test
Where required by other sections of the code, glazing shall be tested in accordance with CPSC 16 CFR 1201. Glazing shall comply with the test criteria for Category I unless otherwise indicated in Table R308.3.1(1).

Exception: Glazing not in doors or enclosures for hot tubs, whirlpools, saunas, steam rooms, bathtubs and showers shall be permitted to be tested in accordance with ANSI Z97.1. Glazing shall comply with the test criteria for Class A unless otherwise indicated in Table R308.3.1(2).

R308.4 Hazardous Locations
The locations specified in Sections R308.4.1 through R308.4.7 shall be considered to be specific hazardous locations for the purposes of glazing.

R308.4.1 Glazing in Doors
Glazing in fixed and operable panels of swinging, sliding and bifold doors shall be considered to be a hazardous location.

Exceptions:

Glazed openings of a size through which a 3-inch-diameter (76 mm) sphere is unable to pass.
Decorative glazing.

R308.4.2 Glazing Adjacent to Doors
Glazing in an individual fixed or operable panel adjacent to a door shall be considered to be a hazardous location where the bottom exposed edge of the glazing is less than 60 inches (1524 mm) above the floor or walking surface and it meets either of the following conditions:

Where the glazing is within 24 inches (610 mm) of either side of the door in the plane of the door in a closed position
Where the glazing is on a wall less than 180 degrees (3.14 rad) from the plane of the door in a closed position and within 24 inches (610 mm) of the hinge side of an in-swinging door.

Exceptions:

Decorative glazing.
Where there is an intervening wall or other permanent barrier between the door and the glazing.
Where access through the door is to a closet or storage area 3 feet (914 mm) or less in depth. Glazing in this application shall comply with Section R308.4.3.
Glazing that is adjacent to the fixed panel of patio doors.

R308.4.3 Glazing in Windows
Glazing in an individual fixed or operable panel that meets all of the following conditions shall be considered to be a hazardous location:

The exposed area of an individual pane is larger than 9 square feet (0.836 m2). The bottom edge of the glazing is less than 18 inches (457 mm) above the floor. The top edge of the glazing is more than 36 inches (914 mm) above the floor. One or more walking surfaces are within 36 inches (914 mm), measured horizontally and in a straight line, of the glazing.

Exceptions:

Decorative glazing.
Where glazing is adjacent to a walking surface and a horizontal rail is installed 34 to 38 inches (864 to 965 mm) above the walking surface. The rail shall be capable of withstanding a horizontal load of 50 pounds per linear foot (730 N/m) without contacting the glass and have a cross-sectional height of not less than 1 1/2 inches (38 mm).
Outboard panes in insulating glass units and other multiple glazed panels where the bottom edge of the glass is 25 feet (7620 mm) or more above grade, a roof, walking surfaces or other horizontal [within 45 degrees (0.79 rad) of horizontal] surface adjacent to the glass exterior.

Section R309 Garages and Carports

R309.1 Floor Surface
Garage floor surfaces shall be of approved noncombustible material.

The area of floor used for parking of automobiles or other vehicles shall be sloped to facilitate the movement of liquids to a drain or toward the main vehicle entry doorway.

R309.4 Automatic Garage Door Openers
Automatic garage door openers, if provided, shall be listed and labeled in accordance with UL 325. See Health and Safety Code Sections 19890 and 19891 for additional provisions for residential garage door openers.

R309.8 Electric Vehicle (EV) Charging Infrastructure
Newly constructed one- and two-family dwellings and townhouses with attached private garages shall comply with EV infrastructure requirements in accordance with the California Green Building Standards Code, Chapter 4, Division 4.1.

Section R311 Means of Egress

R311.1 Means of Egress

Dwellings shall be provided with a means of egress in accordance with this section. The means of egress shall provide a continuous and unobstructed path of vertical and horizontal egress travel from all portions of the dwelling to the required egress door without requiring travel through a garage. The required egress door shall open directly into a public way or to a yard or court that opens to a public way.

R311.2 Egress Door

Not less than one egress door shall be provided for each dwelling unit. The egress door shall be side-hinged, and shall provide a clear width of not less than 32 inches (813 mm) where measured between the face of the door and the stop, with the door open 90 degrees (1.57 rad). The clear height of the door opening shall be not less than 78 inches (1981 mm) in height measured from the top of the threshold to the bottom of the stop. Other doors shall not be required to comply with these minimum dimensions. Egress doors shall be readily operable from inside the dwelling without the use of a key or special knowledge or effort.

R311.7.8 Handrails

Handrails shall be provided on not less than one side of each flight of stairs with four or more risers.

R311.7.8.1 Height
Handrail height, measured vertically from the sloped plane adjoining the tread nosing, or finish surface of ramp slope, shall be not less than 34 inches (864 mm) and not more than 38 inches (965 mm).

Exceptions:

The use of a volute, turnout or starting easing shall be allowed over the lowest tread.
Where handrail fittings or bendings are used to provide continuous transition between flights, transitions at winder treads, the transition from handrail to guard, or used at the start of a flight, the handrail height at the fittings or bendings shall be permitted to exceed 38 inches (965 mm).

R311.7.8.2 Handrail Projection
Handrails shall not project more than 41/2 inches (114 mm) on either side of the stairway.

Exception: Where nosings of landings, floors or passing flights project into the stairway reducing the clearance at passing handrails, handrails shall project not more than 61/2 inches (165 mm) into the stairway, provided that the stair width and handrail clearance are not reduced to less than that required.

R311.7.8.3 Handrail Clearance
Handrails adjacent to a wall shall have a space of not less than 1 1/2 inches (38 mm) between the wall and the handrails.

R311.7.8.4 Continuity
Handrails shall be continuous for the full length of the flight, from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned or self terminate in wheel posts or safety terminals.

Exceptions:

Handrail continuity shall be permitted to be interrupted by a newel post at a turn in a flight with winders, at a landing, or over the lowest tread.
A volute, turnout or starting easing shall be allowed to terminate over the lowest tread.

R311.7.8.5 Grip Size
Required handrails shall be of one of the following types or provide equivalent graspability.

Type I. Handrails with a circular cross section shall have an outside diameter of not less than 1 1/4 inches (32 mm) and not greater than 2 inches (51 mm). If the handrail is not circular, it shall have a perimeter of not less than 4 inches (102 mm) and not greater than 6 1/4 inches (160 mm) and a cross section of not more than 2 1/4 inches (57 mm). Edges shall have a radius of not less than 0.01 inch (0.25 mm).
Type II. Handrails with a perimeter greater than 6 1/4 inches (160 mm) shall have a graspable finger recess area on both sides of the profile. The finger recess shall begin within 3/4 inch (19 mm) measured vertically from the tallest portion of the profile and have a depth of not less than 5/16 inch (8 mm) within 7/8 inch (22 mm) below the widest portion of the profile. This required depth shall continue for not less than 3/8 inch (10 mm) to a level that is not less than 13/4 inches (45 mm) below the tallest portion of the profile. The width of the handrail above the recess shall be not less than 1 1/4 inches (32 mm) and not more than 23/4 inches (70 mm). Edges shall have a radius of not less than 0.01 inch (0.25 mm).

Section R312 Guards and Window Fall Protection

R312.1 Guards
Guards shall be provided in accordance with Sections R312.1.1 through R312.1.4.

R312.1.1 Where Required
Guards shall be provided for those portions of open-sided walking surfaces, including stairs, ramps and landings, that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Insect screening shall not be considered as a guard.

R312.1.2 Height
Required guards at open-sided walking surfaces, including stairs, porches, balconies or landings, shall be not less than 42 inches (1067 mm) in height as measured vertically above the adjacent walking surface or the line connecting the nosings.

Exceptions:

Guards on the open sides of stairs shall have a height of not less than 34 inches (864 mm) measured vertically from a line connecting the nosings.
Where the top of the guard serves as a handrail on the open sides of stairs, the top of the guard shall be not less than 34 inches (864 mm) and not more than 38 inches (965 mm) as measured vertically from a line connecting the nosings.

R312.1.3 Opening Limitations
Required guards shall not have openings from the walking surface to the required guard height that allow passage of a sphere 4 inches (102 mm) in diameter.

Exceptions:

The triangular openings at the open side of stair, formed by the riser, tread and bottom rail of a guard, shall not allow passage of a sphere 6 inches (153 mm) in diameter.
Guards on the open side of stairs shall not have openings that allow passage of a sphere 43/8 inches (111 mm) in diameter.

2016 California Green Building Standars:

SECTION 4.303

WATER EFFICIENCY AND CONSERVATION Indoor Water Use (4.303)

Water closets. The effective flush volume of all water closets shall not exceed 1.28 gpf. Tank-type water closets shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Tank-type Toilets.
Note: The effective flush volume of dual flush toilets is defined as the composite, average flush volume of two reduced flushes and one full flush

Urinals. The effective flush volume of wall mounted urinals shall not exceed 0.125 gpf and floor mounted or other urinals shall not exceed 0.5 gpf.

Single showerheads. Showerheads shall have a max. flow rate of not more than 2.0 gpm at 80 psi. Showerheads shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Showerheads.

Multiple showerheads serving one shower. When a shower is served by more than one showerhead, the combined flow rate of all the showerheads and/or other shower outlets controlled by a single valve shall not exceed 2.0 gpm at 80 psi, or the shower shall be designed to allow only one shower outlet to be in operation at a time.

Residential lavatory faucets. The max. flow rate of residential lavatory faucets shall not exceed 1.2 gpm at 60 psi. The min. flow rate of residential lavatory faucets shall not be less than 0.8 gpm at 20 psi.

Lavatory faucets in common and public use areas. The max. flow rate of lavatory faucets installed in common and public use areas (outside of dwellings or sleeping units) in residential buildings shall not exceed 0.5 gpm at 60 psi.

Metering faucets. Metering faucets when installed in residential buildings shall not deliver more than 0.25 gallons per cycle.

Kitchen faucets. The max. flow rate of kitchen faucets shall not exceed 1.8 gpm at 60 psi.

Outdoor Water Use (4.304)

Outdoor potable water use in landscape areas. New residential developments with an aggregate landscape area equal to or greater than 500 sq ft shall comply with one of the following options:
1. A local water efficient landscape ordinance or the current California Department of Water Resources Model Water Efficient Landscape Ordinance (MWELO), whichever more stringent.
2. Projects with aggregate landscape areas less than 2,500 sq ft may comply with MWELO Appendix D Prescriptive Compliance Option.

SECTION 4.410

BUILDING MAINTENANCE AND OPERATION

4.410.1 Operation and maintenance manual. At the time of final inspection, a manual, compact disc, web-based reference or other media acceptable to the enforcing agency which includes all of the following shall be placed in the building:
1. Directions to the owner or occupant that the manual shall remain with the building throughout the life Cycle of the structure.
2. Operation and maintenance instructions for the following:
a. Equipment and appliances, including water-saving devices and systems, HVAC systems, photovoltaic systems, electric vehicle chargers, water-heating systems and other major appliances and equipment.
b. Roof and yard drainage, including gutters and down-spouts.
c. Space conditioning systems, including condensers and air filters.
d. Landscape irrigation systems.
e. Water reuse systems.
3. Information from local utility, water and waste recovery providers on methods to further reduce resource consumption, including recycle programs and locations.
4. Public transportation and/or carpool options available in the area.
5. Educational material on the positive impacts of an interior relative humidity between 30–60 percent and what methods an occupant may use to maintain the relative humidity level in that range.
6. Information about water-conserving landscape and irrigation design and containers which conserve water.
7. Instructions for maintaining gutters and downspouts and the importance of diverting water at least 5 feet away from the foundation.
8. Information on required routine maintenance mea-sures, including, but not limited to, caulking, painting, grading around the building, etc.
9. Information about state solar energy and incentive programs available.
10. A copy of all special inspection verifications required by the enforcing agency or this code.

SECTION 4.504

POLLUTANT CONTROL

4.504.1 Covering of duct openings and protection of mechanical equipment during construction. At the time of rough installation, during storage on the construction site and until final startup of the heating, cooling and ventilating equipment, all duct and other related air distribution compo-nent openings shall be covered with tape, plastic, sheetmetal or other methods acceptable to the enforcing agency to reduce the amount of water, dust and debris, which may enter the system.
4.504.2 Finish material pollutant control. Finish materials shall comply with this section.
4.504.2.1 Adhesives, sealants and caulks. Adhesives, sealants and caulks used on the project shall meet the requirements of the following standards unless more stringent local or regional air pollution or air quality management district rules apply.
1. Adhesives, adhesive bonding primers, adhesive primers, sealants, sealant primers, and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable or SCAQMD Rule 1168 VOC limits, as shown in Table
4.504.1 or 4.504.2, as applicable. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene), except for aerosol products, as specified in Subsection 2 below.
2. Aerosol adhesives, and smaller unit sizes of adhe-sives, and sealant or caulking compounds (in units of product, less packaging, which do not weigh more than 1 pound and do not consist of more than 16 fluid ounces) shall comply with statewide VOC standards and other requirements, including prohibitions on use of certain toxic compounds, of California Code of Regulations, Title 17, commencing with Section 94507
4.504.2.2 Paints and coatings. Architectural paints and coatings shall comply with VOC limits in Table 1 of the ARB Architectural Suggested Control Measure, as shown in Table 4.504.3, unless more stringent local limits apply.
The VOC content limit for coatings that do not meet the definitions for the specialty coatings categories listed in Table 4.504.3 shall be determined by classifying the coating as a Flat, Nonflat or Nonflat-high Gloss coating, based on its gloss, as defined in subsection 4.2.1, 4.36, and 4.37 of the 2007 California Air Resources Board, Suggested Control Measure, and the corresponding Flat, Nonflat or Non-flat-high Gloss VOC limit in Table 4.504.3 shall apply.
4.504.2.3 Aerosol paints and coatings. Aerosol paints and coatings shall meet the Product weighted MIR Limits for ROC in Section 94522(a)(2) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(e)(1) and (f)(1) of California Code of Regulations, Title 17, commencing with Section 94520; and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 8, Rule 49.
4.504.2.4 Verification. Verification of compliance with this section shall be provided at the request of the enforcing agency. Documentation may include, but is not limited to, the following:
1. Manufacturer's product specification.
2. Field verification of on-site product containers

4.504.5 Composite wood products. Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the building shall meet the requirements for formaldehyde as specified in ARB's Air Toxics Control Measure for Composite Wood (17 CCR 93120 et seq.), by or before the dates specified in those sections, as shown in Table 4.504.5.
4.504.5.1 Documentation. Verification of compliance with this section shall be provided as requested by the enforcing agency. Documentation shall include at least one of the following:
1. Product certifications and specifications.
2. Chain of custody certifications.
3. Product labeled and invoiced as meeting the Composite Wood Products regulation (see CCR, Title 17, Section 93120, et seq.).
4. Exterior grade products marked as meeting the PS-1 or PS-2 standards of the Engineered Wood Association, the Australian AS/NZS 2209, European 636 3S, and Canadian CSA O121, CSA O151, CSA O153 and CSA O325 standards.
5. Other methods acceptable to the enforcing agency.

TABLE 4.504.5
FORMALDEHYDE LIMITS¹
Maximum Formaldehyde Emissions in Parts per Million

PRODUCT	CURRENT LIMIT
Hardwood plywood veneer core	0.05
Hardwood plywood composite core	0.05
Particleboard	0.09
Medium density fiberboard	0.11
Thin medium density fiberboard²	0.13

1. Values in this table are derived from those specified by the California Air Resources Board, Air Toxics Control Measure for Composite Wood as tested in accordance with ASTM E1333. For additional information, see *California Code of Regulations*, Title 17, Sections 93120 through 93120.12.
2. Thin medium density fiberboard has a maximum thickness of 3/16 inch (8 mm).

SECTION 4.505

INTERIOR MOISTURE CONTROL

4.505.2 Concrete slab foundations. Concrete slab foundations required to have a vapor retarder by the California Building Code, Chapter 19 or concrete slab on ground floors required to have a vapor retarder by the California Residential Code, Chapter 5, shall also comply with this section.
4.505.3 Moisture content of building materials. Building materials with visible signs of water damage shall not be installed. Wall and floor framing shall not be enclosed when the framing members exceed 19 percent moisture content. Moisture content shall be verified in compliance with the following:
1. Moisture content shall be determined with either a probe type or contact type moisture meter. Equivalent moisture verification methods may be approved by the enforcing agency and shall satisfy requirements found in Section 1017.8 of this code.
2. Moisture readings shall be taken at a point 2 feet (610mm) to 4 feet (1219 mm) from the grade stamped end of each piece to be verified.
3. At least three random moisture readings shall be performed on wall and floor framing with documentation acceptable to the enforcing agency provided at the time of approval to enclose the wall and floor framing. Insulation products which are visibly wet or have a high moisture content shall be replaced or allowed to dry prior to enclosure in wall or floor cavities. Wet-applied insulation products shall follow the manufacturers' drying recommendations prior to enclosure.
SECTION 4.506

INDOOR AIR QUALITY AND EXHAUST

4.506.1 Bathroom exhaust fans. Each bathroom shall be mechanically ventilated and shall comply with the following:
1. Fans shall be ENERGY STAR compliant and be ducted to terminate outside the building.
2. Unless functioning as a component of a whole house ventilation system, fans must be controlled by a humidity control.
a. Humidity controls shall be capable of adjustment between a relative humidity range of 50 percent to a maximum of 80 percent. A humidity control may utilize manual or automatic means of adjustment.
b. A humidity control may be a separate component to the exhaust fan and is not required to be integral(i.e., built-in).

SECTION 4.507

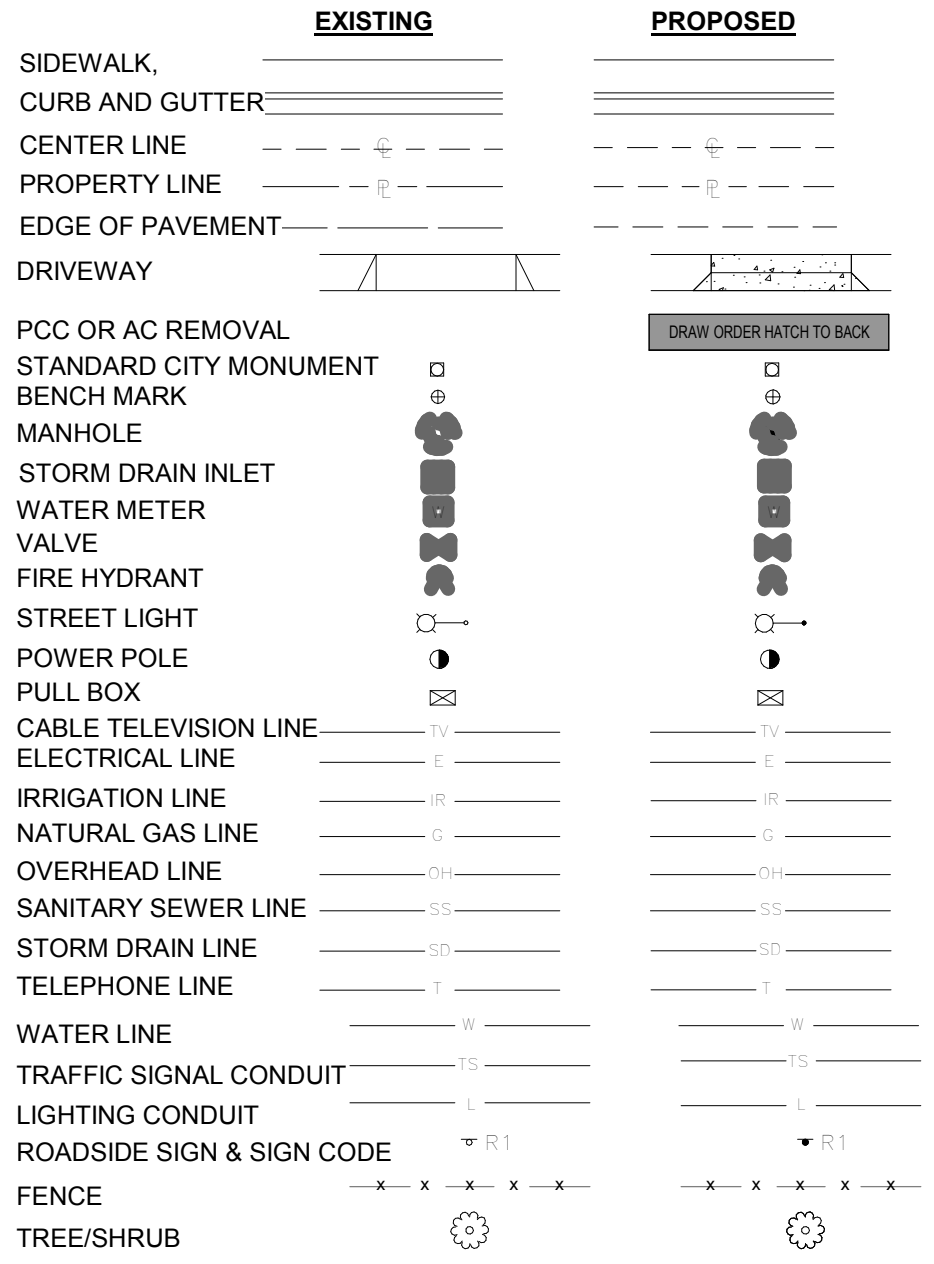
ENVIRONMENTAL COMFORT

4.507.1 Openings. Whole house exhaust fans shall have insulated louvers or covers which close when fan is oof. Covers or louvers shall have a minimum insulation value of R-4.2.
4.507.2 Heating and air conditioning system design. Heating and air conditioning systems shall be sized, designed and have their equipment selected using the following methods:
1. The heat loss and heat gain is established according to ANSI/ACCA 2 Manual J—2016 (Residential Load Calculation), ASHRAE handbooks or other equivalent design software or methods.
2. Duct systems are sized according to ANSI/ACCA 1 Manual D—2016 (Residential Duct Systems), ASHRAE handbooks or other equivalent design soft-ware or methods.
3. Select heating and cooling equipment according to ANSI/ACCA 3 Manual S—2014 (Residential Equipment Selection) or other equivalent design software or methods.
Exception: Use of alternate design temperatures necessary to ensure the systems function are acceptable.

ABBREVIATIONS

AB	AGGREGATE	LOL	LAYOUT LINE
AC	ACCELT	MA	MAXIMUM
BC	BERBRETE	MH	MANHOLE
BCR	BERWECURB	MIN	MINIMUM
CL	CEASRN	OG	ORIGINAL GRADE
DA	DIAMETER	PR	PULL BOX
DWY	DRIVEWAY	PCC	PORTLAND CEMENT
ED	END	PV	RADIUS
EGR	ENVEURB	R	RADIUS
ED	ENVEURB	RCP	REINFORCED CONCRETE PIPE
EX	EXISTING	RW	RIGHT-OF-WAY
FC	FACE OF CURB	STA	STATION
FG	FINISH GRADE	SW	SIDEWALK
PH	FIRE HYDRANT	TC	TOP OF CURB
INV	INVERT	TEMP	TEMPORARY
IRR	IRRIGATION	Typ	TYPICAL

LEGEND



- AUTOMATIC FIRE SPRINKLERS FOR ADDITION
An approved automatic fire sprinkler system (NFPA 13D minimum) shall be provided for the home (living space, garage, etc). CFC Section 903.3.1.3

-WATER SUPPLY SERVICE TO THE HOME
The existing water supply service to the home may need upgrading to service the automatic fire sprinkler system requirements.

Revision	
Revision Number	Revision Date

DESIGN FOR:	VETERANS DESIGN & DEVELOPMENT
SHEET TITLE:	GENERAL NOTES
DATE:	AUG 29TH, 2022
SCALE:	3/8" = 1'-0"
JOB N°:	###
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SHEET N°:	

SHEET N°:	CV.2
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Fresh Concrete and Mortar Application

Who should use this information?

- Masons and Bricklayers
- Sidewalk Construction Crews
- Patio Construction Workers
- Construction Inspectors
- General Contractors
- Home Builders
- Developers
- Concrete Delivery/Pumping Workers



Storm Drain Pollution from Fresh Concrete And Mortar Applications

Fresh concrete and cement-related mortars that wash into lakes, streams, or estuaries are toxic to fish and the aquatic environment. Disposing of these materials to the storm drains or creeks can block storm drains, causes serious problems, and is prohibited by law.

Doing the Job Right General Business Practices

- ❑ Wash out concrete mixers only in designated wash-out areas in your yard, away from storm drains and waterways, where the water will flow into a temporary waste pit in a dirt area. Let water percolate through soil and dispose of settled, hardened concrete as garbage. Whenever possible, recycle washout by pumping back into mixers for reuse.
- ❑ Wash out chutes onto dirt areas at site that do not flow to streets or drains.
- ❑ Always store both dry and wet materials under cover, protected from rainfall and runoff and away from storm drains or waterways. Protect dry materials from wind.

- ❑ Secure bags of cement after they are open. Be sure to keep wind-blown cement powder away from streets, gutters, storm drains, rainfall, and runoff.

- ❑ Do not use diesel fuel as a lubricant on concrete forms, tools, or trailers.

During Construction

- ❑ Don't mix up more fresh concrete or cement than you will use in a two-hour period.
- ❑ Set up and operate small mixers on tarps or heavy plastic drop cloths.
- ❑ When cleaning up after driveway or sidewalk construction, wash fines onto dirt areas, not down the driveway or into the street or storm drain.
- ❑ Protect applications of fresh concrete and mortar from rainfall and runoff until the material has dried.
- ❑ Wash down exposed aggregate concrete only when the wash water can (1) flow onto a dirt area; (2) drain onto a bermed surface from which it can be pumped and disposed of properly; or (3) be vacuumed from a catchment created by blocking a storm drain inlet. If necessary, divert runoff with temporary berms. Make sure runoff does not reach gutters or storm drains.
- ❑ When breaking up pavement, be sure to pick up all the pieces and dispose of properly. Recycle large chunks of broken concrete at a local recycling facility.
- ❑ Never bury waste material. Dispose of small amounts of excess dry concrete, grout, or mortar in the trash.
- ❑ Never dispose of washout into the street, storm drains, drainage ditches, or streams.

Heavy Equipment Operation

Who should use this information?

- Vehicle and Equipment Operators
- Site Supervisors
- General Contractors
- Home Builders
- Developers



Stormwater Pollution from Heavy Equipment on Construction Sites

Poorly maintained vehicles and heavy equipment that leak fuel, oil, antifreeze or other fluids on the construction site are common sources of storm drain pollution. Prevent spills and leaks by isolating equipment from runoff channels, and by watching for leaks and other maintenance problems. Remove construction equipment from the site as soon as possible.

Doing the Job Right Site Planning and Preventive Vehicle Maintenance

- ❑ Designate one area of the construction site, well away from streams or storm drain inlets, for auto and equipment parking, refueling, and routine vehicle and equipment maintenance. Contain the area with berms, sand bags, or other barriers.
- ❑ Maintain all vehicles and heavy equipment. Inspect frequently for and repair leaks.
- ❑ Perform major maintenance, repair jobs, and vehicle and equipment washing off site where cleanup is easier.
- ❑ If you must drain and replace motor oil, radiator coolant, or other fluids on site, use drip pans or drop cloth. Inspect for and catch drips. Collect all spent fluids, store in separate containers. Recycle them wherever possible, otherwise, dispose of them as hazardous wastes.
- ❑ Do not use diesel oil to lubricate equipment parts, or clean equipment. Use only water for any onsite cleaning.
- ❑ Cover exposed fifth wheel hitches and other oily or greasy equipment during rain events.
- ❑ Use as little water as possible for dust control. Ensure water used doesn't leave silt or discharge to storm drains.

Spill Cleanup

- ❑ Clean up spills immediately when they happen.
- ❑ Never hose down "dirty" pavement or impermeable surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags) whenever possible and properly dispose of absorbent materials.
- ❑ Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills to the appropriate local spill response agencies immediately. In Milpitas, dial 9-1-1 if hazardous materials might enter the storm drain.

Earth-Moving and Dewatering Activities

Who should use this information?



- Bulldozer, Back Hoe, and Grading Machine Operators
- Dump Truck Drivers
- Site Supervisors
- General Contractors
- Home Builders
- Developers

Storm Drain Pollution from Earth-Moving Activities

Soil excavation and grading operations loosen large amounts of soil that can flow or blow into storm drains when handled improperly. Sediments in runoff can clog storm drains, smother aquatic life, and destroy habitats in creeks and the Bay. Effective erosion control practices reduce the amount of runoff crossing a site and slow the flow with check dams or roughened ground surfaces.

Contaminated groundwater is a common problem in the Santa Clara Valley. Depending on soil types and site history, groundwater pumped from construction sites may be contaminated with toxics (such as oil or solvents) or laden with sediments. Any of these pollutants can harm wildlife in creeks or the Bay, or interfere with wastewater treatment plant operation. Discharging sediment-laden water from a dewatering site into any water of the state without treatment is prohibited.

Doing the Job Right General Business Practices

- ❑ Schedule excavation and grading work during dry weather.
- ❑ Perform major equipment repairs away from the job site.
- ❑ When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains.
- ❑ Do not use diesel oil to lubricate equipment parts, or clean equipment.

Practices During Construction

- ❑ Remove existing vegetation only when absolutely necessary. Plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
- ❑ Protect downslope drainage courses, streams, and storm drains with wattles, or temporary drainage swales. Use check dams or ditches to divert runoff around excavations. Refer to the Regional Water Quality Control Board's Erosion and Sediment Control

Field Manual for proper erosion and sediment control measures, and California Stormwater Quality Association Stormwater Best Management Practice Handbook (construction, 2003)

- ❑ Cover stockpiles and excavated soil with secured tarps or plastic sheeting.

Dewatering Operations Check for Toxic Pollutants

- ❑ Check for odors, discoloration, or an oily sheen on groundwater.
- ❑ Call your local wastewater treatment agency and ask whether the groundwater must be tested.
- ❑ If contamination is suspected, have the water tested by a certified laboratory.
- ❑ Depending on the test results, you may be allowed to discharge pumped groundwater to the storm drain (if no sediments present) or sanitary sewer. OR, you may be required to collect and haul pumped groundwater offsite for treatment and disposal at an appropriate treatment facility.

Detecting Contaminated Soil or Groundwater

Contaminated groundwater is a common problem in the Santa Clara Valley. It is essential that all contractors and subcontractors involved know what to look for in detecting contaminated soil or groundwater, and testing ponded groundwater before pumping. Watch for any of these conditions:

1. Unusual soil conditions, discoloration or odor.
2. Abandoned underground tanks.
3. Abandoned wells.
4. Buried barrels, debris or trash.

If any of these are found follow the procedures below.

Roadwork and Paving

Who should use this information?

- Road Crews
- Driveway/Sidewalk/Parking Lot Construction Crews
- Seal Coat Contractors
- Operators of Grading Equipment, Paving Machines, Dump Trucks, Concrete Mixers
- Construction Inspectors
- General Contractors
- Developers
- Home Builders



Storm Drain Pollution from Roadwork

Road paving, surfacing, and pavement removal happen right in the street, where there are numerous opportunities for asphalt, saw-cut slurry, or excavated material to illegally enter storm drains. Extra planning is required to store and dispose of materials properly and guard against pollution of storm drains, creeks, and the Bay.

Doing the Job Right General Business Practices

- ❑ Develop and implement erosion/sediment control plans for roadway embankments.
- ❑ Schedule excavation and grading work during dry weather.
- ❑ Check for and repair leaking equipment.
- ❑ Perform major equipment repairs at designated areas in your maintenance yard, where cleanup is easier. Avoid performing equipment repairs at construction sites.
- ❑ When refueling or when vehicle/equipment maintenance must be done on site, designate a location away from storm drains and creeks.
- ❑ Do not use diesel oil to lubricate equipment parts or clean equipment.
- ❑ Recycle used oil, concrete, broken asphalt, etc. whenever possible, or dispose of properly.

During Construction

- ❑ Avoid paving and seal coating in wet weather, or when rain is forecast, to prevent fresh materials from contacting stormwater runoff.
- ❑ Cover and seal catch basins and manholes when applying seal coat, slurry seal, fog seal, or similar materials.
- ❑ Protect drainage ways by using earth dikes, sand bags, or other controls to divert or trap and filter runoff.
- ❑ Never wash excess material from exposed aggregate concrete or similar treatments into a street or storm drain. Collect and recycle, or dispose to dirt area.
- ❑ Cover stockpiles (asphalt, sand, etc.) and other construction materials with plastic tarps. Protect from rainfall and prevent runoff with temporary roofs or plastic sheets and berms.
- ❑ Park paving machines over drip pans or absorbent material (cloth, rags, etc.) to catch drips when not in use.
- ❑ Clean up all spills and leaks using "dry" methods (with absorbent materials and/or rags) Dig up, remove, and properly dispose of contaminated soil.

- ❑ Collect and recycle or appropriately dispose of excess liquids and residue as hazardous waste.
- ❑ Avoid over-application by water trucks for dust control.

Asphalt/Concrete Removal

- ❑ Avoid creating excess dust when breaking asphalt or concrete.
- ❑ After breaking up old pavement, be sure to remove all chunks and pieces. Make sure broken pavement does not come in contact with rainfall or runoff.
- ❑ When making saw cuts, use as little water as possible. Shovel or vacuum saw-cut slurry and remove from the site. Cover or protect storm drain inlets during saw-cutting. Sweep up, and properly dispose of, all residues.
- ❑ Sweep, never hose down streets to clean up tracked dirt. Use a street sweeper or vacuum truck. Do not dump vacuumed liquor in storm drains.

Paint Removal

- ❑ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury or tributyl tin must be disposed of as hazardous wastes. Lead based paint removal requires a state-certified contractor.
- ❑ When stripping or cleaning building exteriors with high-pressure water, block storm drains. Direct wash water onto a dirt area to find out if you can collect (mop or vacuum) building cleaning water and dispose to the sanitary sewer. Sampling of the water may be required to assist the wastewater treatment authority in making its decision.

Recycle/Reuse Leftover Paints Whenever Possible

- ❑ Donate excess water-based (latex) paint for reuse.

Painting Cleanup

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, French drain, or stream.
- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary

sewer. Never pour paint down a storm drain. Dispose of excess liquids and residue as hazardous waste.

- ❑ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids and residue as hazardous waste.
- ❑ When thoroughly dry, empty paint cans, used brushes, rags, and drop cloths may be disposed of as garbage in a sanitary landfill. Leave lids off paint cans so the refuse collector can see that they are empty. Empty, dry paint cans also may be recycled as metal.
- ❑ Dispose of empty aerosol paint cans as hazardous waste or at household hazardous waste collection events.

Recycle/Reuse Leftover Paints Whenever Possible

- ❑ Donate excess water-based (latex) paint for reuse.

- ❑ Reuse leftover oil-based paint. Dispose of non-recyclable thinners, sludge and unwanted paint, as hazardous waste.
- ❑ Unopened cans of paint may be able to be returned to the paint vendor. Check with the vendor regarding its "buy-back" policy.



BLUEPRINT FOR A CLEAN BAY

Best Management Practices for the Construction Industry

Remember: The property owner and the contractor share ultimate responsibility for the activities that occur on a construction site. You may be held responsible for any environmental damage caused by your subcontractors or employees.

Preventing Pollution: It's Up to Us

In the Santa Clara Valley, storm drains transport water directly to local creeks and San Francisco Bay without treatment. Stormwater pollution is a serious problem for wildlife dependent on our creeks and bays and for the people who live near polluted streams or bays. Common sources of pollution include spilled oil, fuel, and fluids from vehicles and heavy equipment; construction debris; sediment created by erosion; landscaping runoff containing pesticides or weed killers; and materials such as used motor oil, antifreeze, and paint products that people pour or spill into a street or storm drain.



Santa Clara Valley Urban Runoff Pollution Prevention Program

Thirteen valley municipalities have joined together with Santa Clara County and the Santa Clara Valley Water District to educate local residents and businesses and fight stormwater pollution. This "blueprint" summarizes "Best Management Practices" (BMPs) for stormwater pollution prevention.

General Construction and Site Supervision

Who should use this information?

- General Contractors
- Site Supervisors
- Inspectors
- Home Builders
- Developers
- Homeowners



Storm Drain Pollution from Construction Activities

Construction sites are common sources of storm water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and the Bay.

As a contractor, or site supervisor, owner or operator of a site, you may be responsible for any environmental damage caused by your subcontractors or employees.

Landscaping, Gardening, And Pool Maintenance

Who should use this information?

- Landscapers
- Gardeners
- Swimming Pool/Spa Service and Repair Workers
- General Contractors
- Home Builders
- Developers
- Homeowners



Storm Drain Pollution from Landscaping and Swimming Pool Maintenance

Many landscaping activities expose soils and increase the likelihood that earth and garden chemicals will run off into the storm drains during irrigation or when it rains. Swimming pool water containing chlorine and copper-based algaecides should never be discharged to storm drains. These chemicals are toxic to aquatic life.

Doing the Job Right General Business Practices

- ❑ Protect stockpiles (e.g., asphalt, sand, or soil) and landscaping materials from wind and rain by storing them under tarps or secured plastic sheeting.
- ❑ Store pesticides, fertilizers, and other chemicals indoors or in a shed or storage cabinet.
- ❑ Schedule grading and excavation projects during dry weather.
- ❑ Use temporary check dams or ditches to divert runoff away from storm drains.
- ❑ Protect storm drains with sandbags or other sediment controls.
- ❑ Revegetation is an excellent form of erosion control for any site. Replant as soon as possible with temporary vegetation such as grass seed.

Landscaping/Garden Maintenance

- ❑ Consider using Integrated Pest Management Techniques. Use pesticides sparingly, according to instructions on the label. Rinse empty containers, and use rinsewater as product. Dispose of rinsed, empty containers in the trash.
- ❑ Dispose of unused pesticides as hazardous waste.

- ❑ Collect lawn and garden clippings, pruning waste, and tree trimmings. Chip if necessary, and compost if possible.
- ❑ Do not blow or rake leaves, etc. into the street, or place yard waste in gutters or on dirt shoulders. Sweep up any leaves, litter or residue in gutters or on street.

Pool/Fountain/Spa Maintenance Draining pools or spas

- ❑ When it's time to drain a pool, spa, or fountain, please be sure to call your local wastewater treatment plant before you start for further guidance on flow rate restrictions, backflow prevention, and handling special cleaning waste (such as acid wash). Discharge flows should be kept to the low levels typically possible through a garden hose. Higher flow rates may be prohibited by local ordinance.
- ❑ Never discharge pool or spa water to a street or storm drain; discharge to a sanitary sewer cleanout.
- ❑ If possible, when emptying a pool or spa, let chlorine dissipate for a few days and then recycle/reuse water by draining it gradually onto a landscaped area. OR

- ❑ San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300. You may be able to discharge to the sanitary sewer by running the hose to a utility sink or sewer pipe clean-out.
- ❑ Do not use copper-based algaecides Control algae with chlorine or other alternatives, such as sodium bromide.

Filter Cleaning

- ❑ Never clean a filter in the street or near a storm drain. Rinse cartridge and diatomaceous earth filters onto a dirt area, and spade filter residue into soil. Dispose of spent diatomaceous earth in the garbage.
- ❑ If there is no suitable dirt call San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300 for instructions on discharging filter backwash or rinse water to the sanitary sewer.

Spill Response Agencies:

1. Dial 911
2. Santa Clara County Environmental Health Services (408) 299-6930
3. Governor's Office of Emergency Services Warning Center (800) 852-7550 (24 hours).

Small Business Hazardous Waste Disposal Program

Santa Clara County businesses that generate less than 27 gallons or 220 pounds of hazardous waste per month are eligible to use Santa Clara County's Small Business Hazardous Waste Disposal Program. Call (408) 299-7300 for a quote, more information or guidance on disposal.

Local Pollution Control Agencies

- Santa Clara County Office of Toxics and Solid Waste Management (408) 441-1195
- Santa Clara Valley Water District (408) 265-2600
- San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300
- Serving Milpitas, Cupertino, Los Gatos, Milpitas, Monte Sereno, San Jose, Santa Clara and Saratoga

Revision	
Revision Number	Revision Date

DESIGN FOR:	VETERANS DESIGN & DEVELOPMENT
	SINGLE FAMILY RESIDENCE
	1333 Terra Vista Ct Milpitas, CA. 95035

SHEET TITLE: <

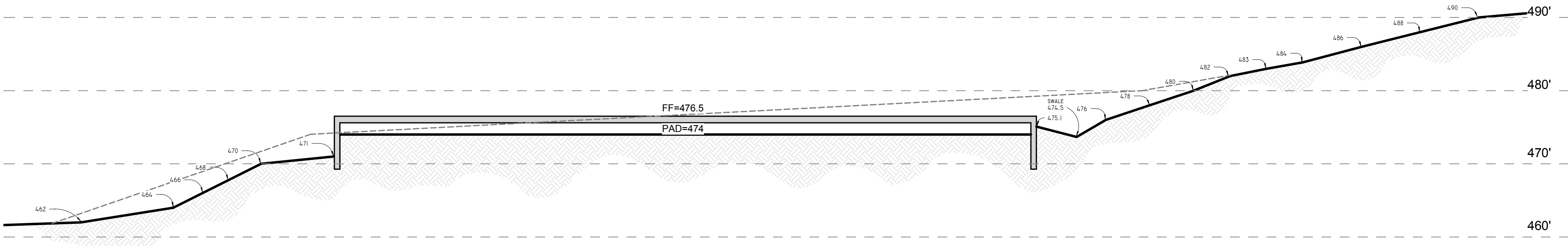
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LOT 2 BLDG PAD	250	6'	0
REAR YARD	700	4'	0
NORTH CUT SLOPE	50	2'	-
GARAGE	0	-	185
DRIVEWAY	50	-	8'
			-
TOTAL	1050		185
EXPORT	865 CY To be Hauled off the site		

	CUT	FILL	
LOT 2 BLDG PAD	250	6'	0
REAR YARD	700	4'	0
NORTH CUT SLOPE	50	2'	-
GARAGE	0	-	185
DRIVEWAY	50	-	8'
			-
TOTAL	1050	185	
EXPORT	865 CY To be Hauled off the site		

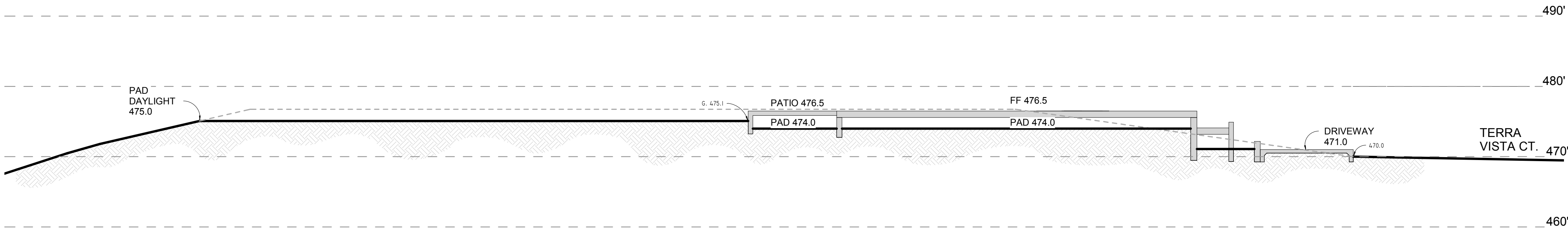
DESIGN FOR:
VETERANS DESIGN & DEVELOPMENT

SHEET N°:
A0.0

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1 SITE SECTION-A
1" = 10'-0"



2 SITE SECTION -B
1" = 10'-0"

IMPERVIOUS CALCS:

IMPERVIOUS CALCS
Lot size = 49440.6 sq.ft (1.135 Ac)
Total Building footprint = **5,244 Sq. Ft**
1st Floor = 4,400 Sq. Ft.
Ground level / Garage = 844 Sq. Ft.

HARDSCAPE

Total Hardscape= 1,680 Sq.Ft.

TOTAL IMPERVIOUS AREA: 6,924 Sq.Ft.

14.0% of Total Lot Coverage (Hardscape+Bldg footprint / Lot Size)
10.6% of Lot Coverage (Bldg footprint / Lot size)

NOTE:
ALL UTILITIES TO BE INSTALLED UNDERGROUND

GRADING CALCS:

	CUT		FILL	
LOT 2 BLDG PAD	250	6'	0	
REAR YARD	700	4'	0	-
NORTH CUT SLOPE	50	2'	0	-
GARAGE	0	-	185	8'
DRIVEWAY	50	-	0	-
TOTAL	1050		185	
EXPORT	865 CY To be Hauled off the site			

DESIGN FOR: VETERANS DESIGN & DEVELOPMENT

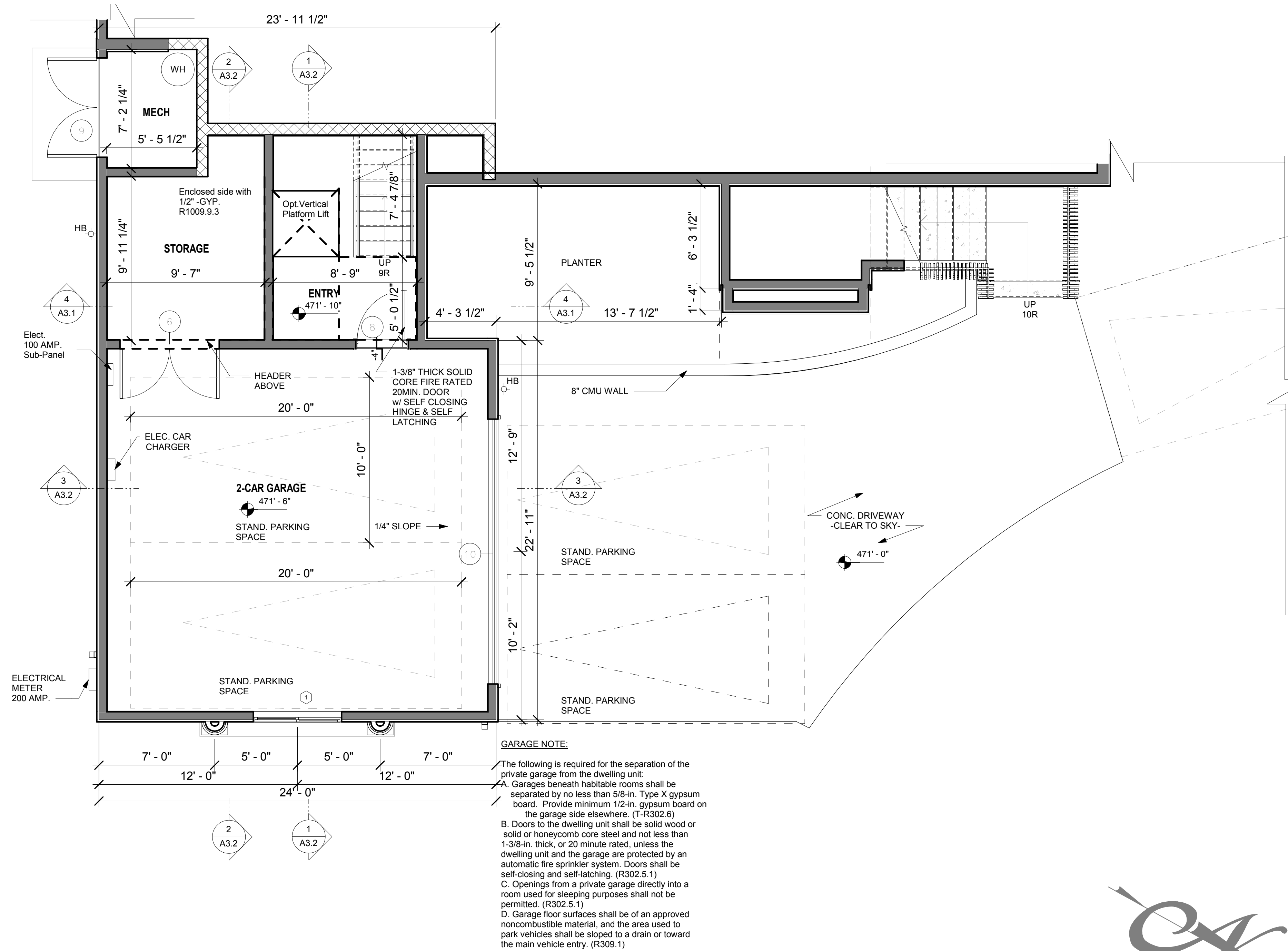
SINGLE FAMILY RESIDENCE
1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:
GRADING SECTIONS

DATE:
AUG 29TH, 2022
SCALE:
As indicated
JOB N°:
###

SHEET N°:

A0.1

**GARAGE NOTE:**

The following is required for the separation of the private garage from the dwelling unit:

A. Garages beneath habitable rooms shall be separated by no less than 5/8-in. Type X gypsum board. Provide minimum 1/2-in. gypsum board on the garage side elsewhere. (T-R302.6)

B. Doors to the dwelling unit shall be solid wood or solid or honeycomb core steel and not less than 1-3/8-in. thick, or 20 minute rated, unless the dwelling unit and the garage are protected by an automatic fire sprinkler system. Doors shall be self-closing and self-latching. (R302.5.1)

C. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. (R302.5.1)

D. Garage floor surfaces shall be of an approved noncombustible material, and the area used to park vehicles shall be sloped to a drain or toward the main vehicle entry. (R309.1)

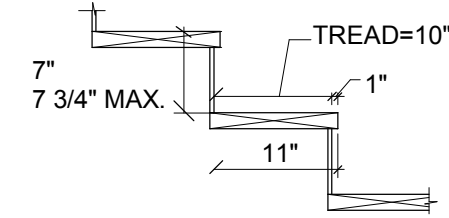
2 GARAGE FLOOR PLAN

1/4" = 1'-0"

STAIR DIAGRAM & CALCS

FLOOR TO FLOOR HEIGHT: 5'-9"
CONVERTED TO INCHES: 69"
TOTAL NUMBERS OF RISERS: 10

TYP. RISER HEIGHT: 7"
TREAD: 10"
NOSING: 1"



WALL LEGEND

- 2x6 Exterior Wall - Stucco
- 2x4 Exterior Wall - Stucco
- 2x4 Interior Wall

Operable Emergency Escape and Rescue opening CBC 1030 & CRC R310

- 1 - Min. net clear openable dimension of 24 inches in height (R310.1.2)
- 2 - Min. net clear openable dimension 20 inches in width (R310.1.3)
- 3 - Min net clear openable dimension of 5.7 square feet in area. Grade floor openings shall have a minimum net clear opening of 5 sq.ft (R310.1.1)
- 4 - The bottom of the clear opening shall not be greater than 44 inches measure from the floor. (R310.1)

Safety Glazing (Tempered) conforming to the human impact loads of per Sections R308.3 & 308.4

- 5 - Glazing in an individual fixed or operable panel adjacent to a door where the nearest vertical edge is within a 24 inch arc of the door in a closed position and whose bottom edge is less than 60 inches above the floor or walking surface (R308.4.2)
- 6 - Glazing in an individual fixed or operable panels that meet all of the following conditions: (R308.4.3)
 - 1) Exposed area of an individual pane greater than 9 Sq.Ft.
 - 2) Bottom edge less than 18 inches above the floor.
 - 3) Top edge greater than 36 inches above the floor.
 - 4) One or more walking surfaces within 36 inches horizontally of the glazing.

Minimum Plan Notes:

- a) Shower compartments and walls above bathtubs with installed shower heads shall be finished with a smooth, nonabsorbent surface to a height not less than 72 inches (6ft). (CRC R307.2)
- b) The maximum hot water temperature discharging from the bathtub, shower and whirlpool bathtub filler shall be limited to 120 degrees Fahrenheit. The water heater thermostat shall not be considered a control from meeting this provision. (CPC 408.3)
- c) Control valves and showerheads shall be located on the sidewall of shower compartments or be otherwise arranged so that the showerhead does not discharged directly at the entrance to the compartment and the bather can adjust the valves prior to stepping into the shower spray. (CPC 408.9)

Thresholds:

Thresholds at doorways shall not exceed 3/4 inch (19.1 mm) in height for sliding doors serving dwelling units or 1/2 inch (12.7 mm) for other doors. Raised thresholds and floor level changes greater than 1/4 Inch (6.4 mm) at doorways shall be beveled with a slope not greater than one unit vertical in two units horizontal (50-percent slope).

Exception: The threshold height shall be limited to 3/4 inches (197 mm) where the occupancy is Group A-2 or R-3; the door is an exterior door that is not a component of the required means of egress; the door, other than an exterior storm or screen door, does not swing over the landing or step; and the doorway is not on an accessible route as required by Chapter 11 A or 11 B and is not part of an adaptable or accessible dwelling unit.

Attic Ventilation:

Ventilated areas are not to be less than 1/150 = Eve Vents to be 7.5 inch by 22.33 inch = 1.6 Sq.Ft.

- * Total Attic over Garage area= 474 Sq.Ft. 2 Vents needed.
- * Total Attic over Main Floor area= 5,317 Sq.Ft. 23 Vents needed.
- * Total Attic over Game Room area= 660 Sq.Ft. 3 Vents needed.

Underfloor Ventilation:

Total underfloor area 4,400 Sq.Ft.

1 Sq.Ft for each 150 Sq.Ft. = 29.33 Sq.Ft of ventilation
Foundation Vent of 7.5 inch by 14.33 inch = .73 Sq.Ft.
29.33 Sq.Ft of ventilation needed = 41 vents

Revision		
Revision Number	Revision Date	

DESIGN FOR: VETERANS DESIGN & DEVELOPMENT

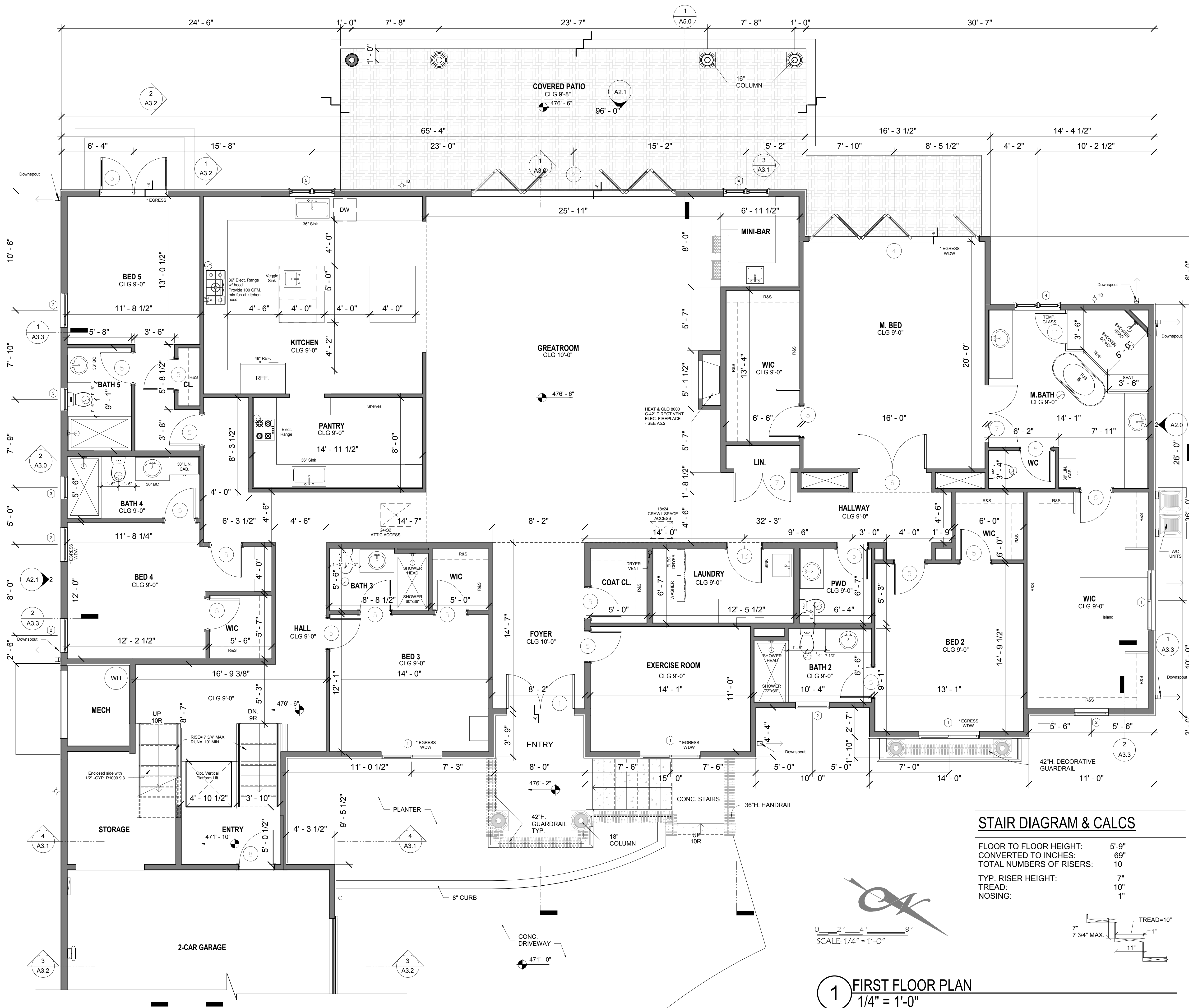
SINGLE FAMILY RESIDENCE

1333 Terra Vista Ct.
Milpitas, CA. 95035

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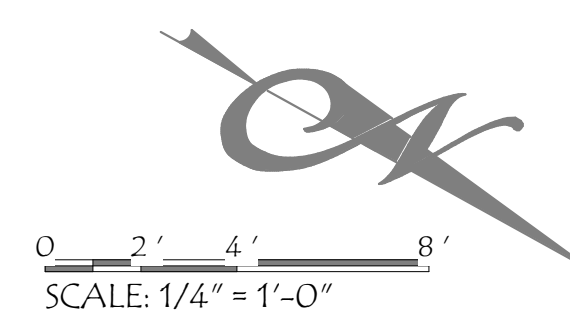
DATE: AUG 29TH, 2022
SCALE: As indicated
JOB N°: ###

SHEET N°: A1.0



STAIR DIAGRAM & CALCS

FLOOR TO FLOOR HEIGHT: 5'-9"
 CONVERTED TO INCHES: 69"
 TOTAL NUMBERS OF RISERS: 10
 TYP. RISER HEIGHT: 7"
 TREAD: 10"
 NOSING: 1"



1 FIRST FLOOR PLAN
 1/4" = 1'-0"

WALL LEGEND

	2x6 Exterior Wall - Stucco
	2x4 Exterior Wall - Stucco
	2x4 Interior Wall

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Safety Glazing (Tempered) conforming to the human impact loads of per Sections R308.3 & 308.4

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 - 4) One or more walking surfaces within 36 inches horizontally of the glazing.

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SINGLE FAMILY RESIDENCE
 1333 Terra Vista Ct.
 Milpitas, CA. 95035

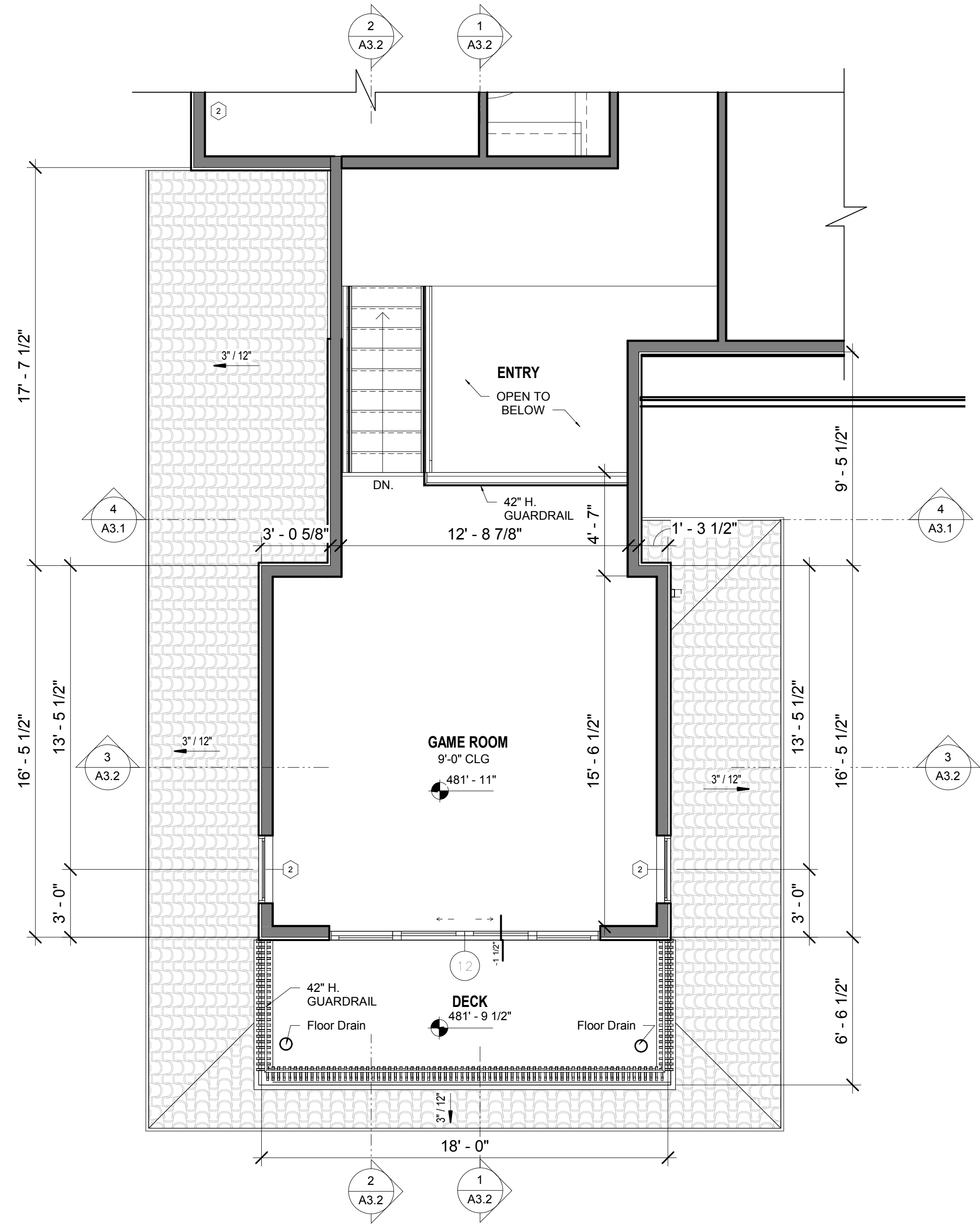
SHEET TITLE:
 FIRST FLOOR PLAN

DATE:
 AUG 29TH, 2022
 SCALE:
 As indicated
 JOB N°:
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SHEET N°:

A1.1

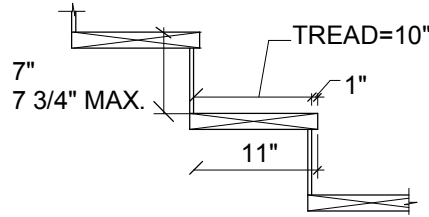
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2 GAME ROOM FLOOR
1/4" = 1'-0"

STAIR DIAGRAM & CALCS

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- 1 - Min. net clear openable dimension of 24 inches in height (R310.1.2)
- 2 - Min. net clear openable dimension 20 inches in width (R310.1.3)
- 3 - Min net clear openable dimension of 5.7 square feet in area. Grade floor openings shall have a minimum net clear opening of 5 sq.ft (R310.1.1)
- 4 - The bottom of the clear opening shall not be greater than 44 inches measure from the floor. (R310.1)

Safety Glazing (Tempered) conforming to the human impact loads of per Sections R308.3 & 308.4

- 5 - Glazing in an individual fixed or operable panel adjacent to a door where the nearest vertical edge is within a 24 inch arc of the door in a closed position and whose bottom edge is less than 60 inches above the floor or walking surface (R308.4.2)
- 6 - Glazing in an individual fixed or operable panels that meet all of the following conditions: (R308.4.3)
 - 1) Exposed area of an individual pane greater than 9 Sq.Ft.
 - 2) Bottom edge less than 18 inches above the floor.
 - 3) Top edge greater than 36 inches above the floor.
 - 4) One or more walking surfaces within 36 inches horizontally of the glazing.

Minimum Plan Notes:

- a) Shower compartments and walls above bathtubs with installed shower heads shall be finished with a smooth, nonabsorbent surface to a height not less than 72 inches (6ft). (CRC R307.2)
- b) The maximum hot water temperature discharging from the bathtub, shower and whirlpool bathtub filler shall be limited to 120 degrees Fahrenheit. The water heater thermostat shall not be considered a control from meeting this provision. (CPC 408.3)
- c) Control valves and showerheads shall be located on the sidewall of shower compartments or be otherwise arranged so that the showerhead does not discharged directly at the entrance to the compartment and the bather can adjust the valves prior to stepping into the shower spray. (CPC 408.9)

Thresholds:

Thresholds at doorways shall not exceed 3/4 inch (19.1 mm) in height for sliding doors serving dwelling units or 1/2 inch (12.7 mm) for other doors. Raised thresholds and floor level changes greater than 1/4 Inch (6.4 mm) at doorways shall be beveled with a slope not greater than one unit vertical in two units horizontal (50-percent slope).

Exception: The threshold height shall be limited to 3/4 inches (197 mm) where the occupancy is Group A-2 or R-3; the door is an exterior door that is not a component of the required means of egress; the door, other than an exterior storm or screen door, does not swing over the landing or step; and the doorway is not on an accessible route as required by Chapter 11 A or 11 B and is not part of an adaptable or accessible dwelling unit.

Attic Ventilation:

Ventilated areas are not to be less than 1/150 =
Eve Vents to be 7.5 inch by 22.33 inch = 1.6 Sq.Ft.

- * Total Attic over Garage area= 474 Sq.Ft.
2 Vents needed.
- * Total Attic over Main Floor area= 5,317 Sq.Ft.
23 Vents needed.
- * Total Attic over Game Room area= 660 Sq.Ft.
3 Vents needed.

Underfloor Ventilation:

Total underfloor area 4,400 Sq.Ft.

1 Sq.Ft for each 150 Sq.Ft. = 29.33 Sq.Ft of ventilation
Foundation Vent of 7.5 inch by 14.33 inch = .73 Sq.Ft.
29.33 Sq.Ft of ventilation needed = 41 vents

Revision	
Revision Number	Revision Date

DESIGN FOR: VETERANS DESIGN & DEVELOPMENT

SINGLE FAMILY RESIDENCE
1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:

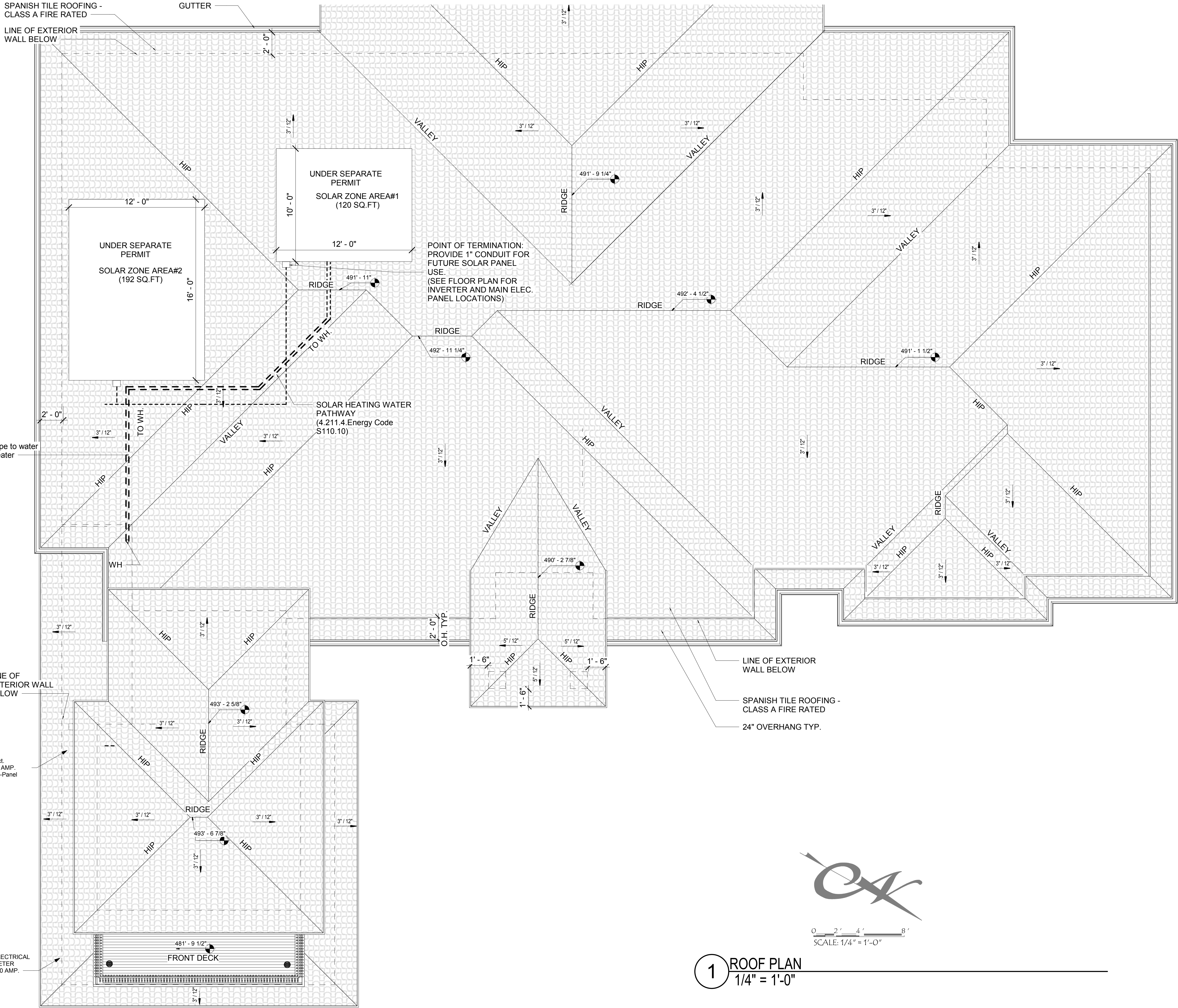
GAME ROOM FLOOR PLAN

DATE:
AUG 29TH, 2022
SCALE:
As indicated
JOB N°:
###

SHEET N°:

A1.2

THE USE OF THESE DRAWINGS AND SPECS SHALL BE RESPECTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED & PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN PART, IS PROHIBITED UNTIL TO THE DRAWINGS & SPECS. REMAINS TO THE DESIGNER WITHOUT VISUAL COUNCIL WITH THESE DRAWINGS & SPECS. SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS



Attic Ventilation:

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Revision	
Revision Number	Revision Date

DESIGN FOR: VETERANS DESIGN & DEVELOPMENT

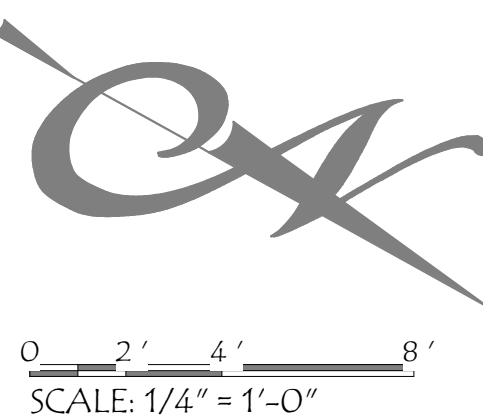
SINGLE FAMILY RESIDENCE
1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:
ROOF PLAN

DATE:
AUG 29TH, 2022
SCALE:
As indicated
JOB N°:
###

SHEET N°:
A1.3

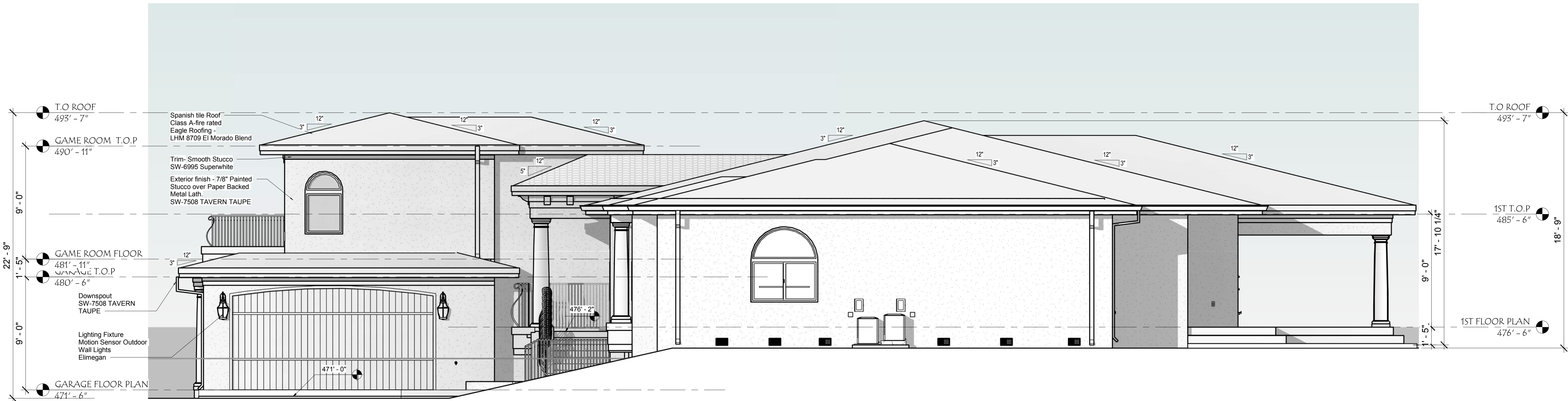
1 ROOF PLAN
1/4" = 1'-0"



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FRONT ELEVATION



PARTNERED WITH

Revision	Revision Number	Revision Date

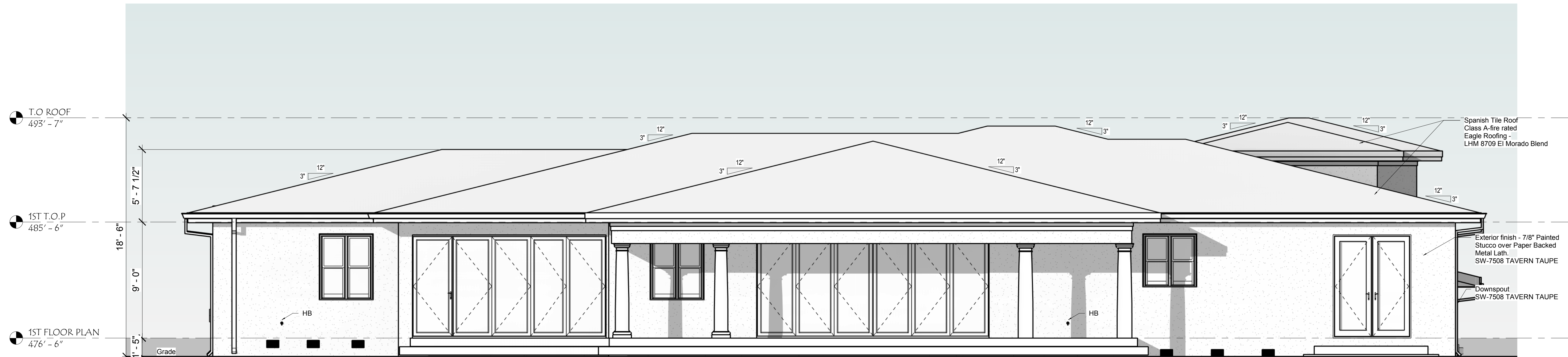
DESIGN FOR: **VETERANS DESIGN & DEVELOPMENT**
SINGLE FAMILY RESIDENCE
1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:
FRONT & RIGHT SIDE ELEVATION

DATE:
AUG 29TH, 2022
SCALE:
1/4" = 1'-0"
JOB N°:
###

SHEET N°:
A2.0

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REAR ELEVATION



PARTNERED WITH

Revision

Revision
Number

Revision Date

VETERANS DESIGN &
DEVELOPMENT

DESIGN FOR:

SINGLE FAMILY RESIDENCE

1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:

REAR & LEFT SIDE ELEVATION

DATE:

AUG 29TH, 2022

SCALE:

1/4" = 1'-0"

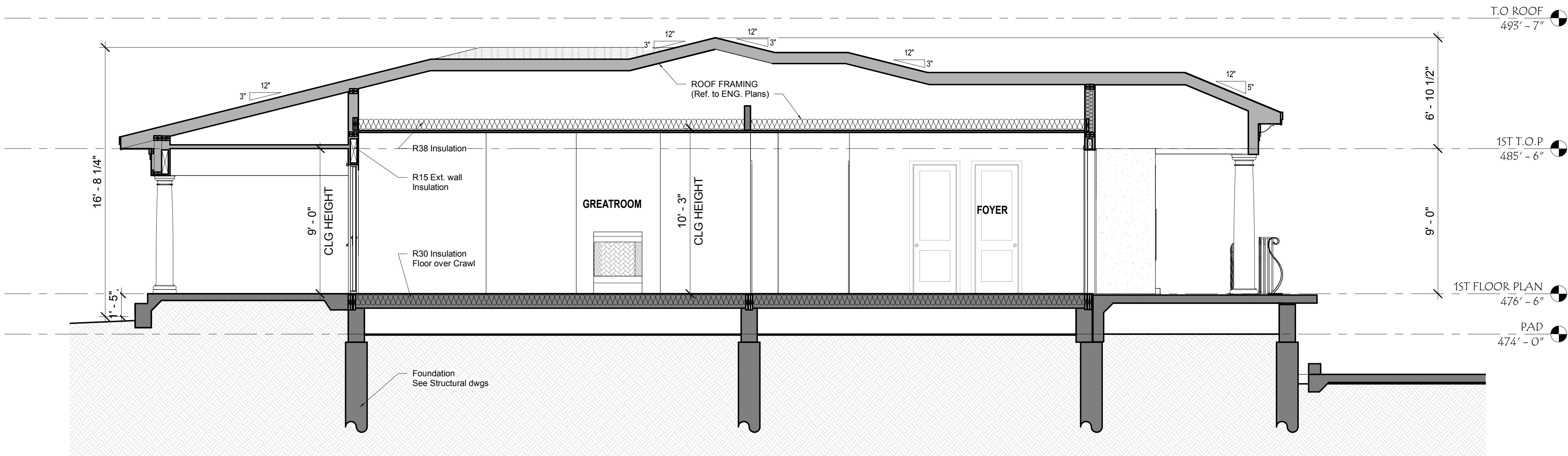
JOB N°:

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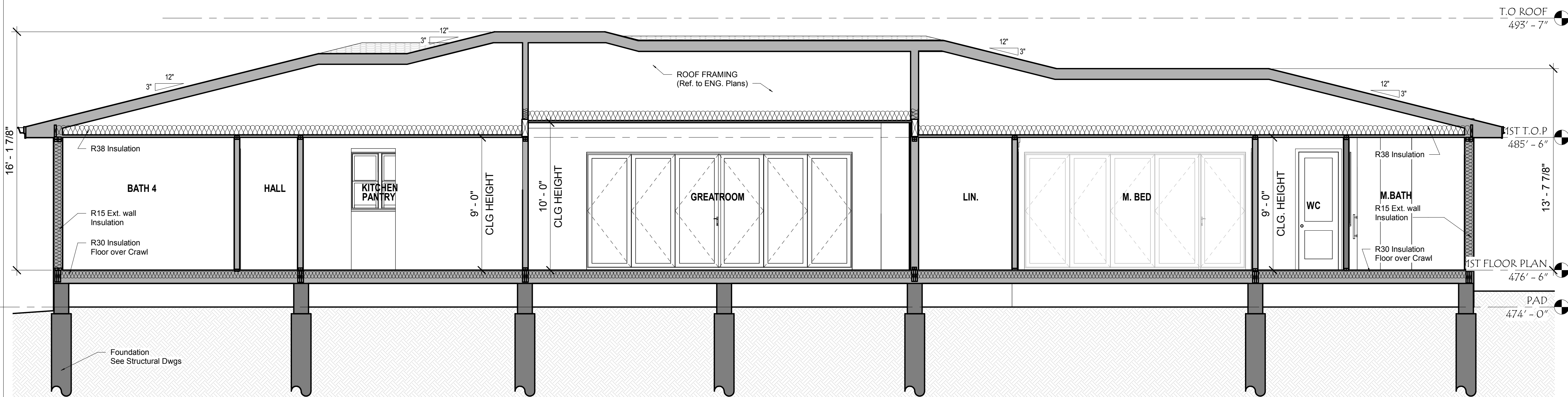
SHEET N°:

A2.1

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1 SECTION A
1/4" = 1'-0"



2 SECTION B
1/4" = 1'-0"

STAIRS, HANDRAILS NOTES

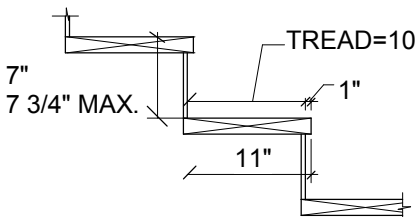
1. See 2016 CRC notes for guard and hand railing other requirements and specifications on Sheet C.S.
2. Stairways shall not be less than 36 inches (914 mm) in clear width at all points above the permitted handrail and below the required headroom height. Handrails shall not project more than 4.5 inches (114 mm) on either side. R311.7.1 Width.
3. The maximum riser height shall be 7 3/4 inches (196 mm). The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). R311.7.4.1 Riser height.
4. The minimum tread depth shall be 10 inches (254 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). Consistently shaped winders at the walkline shall be allowed within the same flight of stairs as rectangular treads and do not have to be within 3/8 inch (9.5 mm) of the rectangular tread depth. R311.7.4.2 Tread depth.

RAILING NOTE:

1. Guard at open sided walking surface shall not less than 42" high.
2. Required guards shall not have openings from the walking surface to the required guard ht. which allow passage of a sphere 4" in Dia.

STAIR DIAGRAM & CALCS

FLOOR TO FLOOR HEIGHT: 5'-9"
CONVERTED TO INCHES: 69"
TOTAL NUMBERS OF RISERS: 10
TYP. RISER HEIGHT: 7"
TREAD: 10"
NOSING: 1"



Attic Ventilation:

Ventilated areas are not to be less than 1/150 =
Eve Vents to be 7.5 inch by 22.33 inch = 1.6 Sq.Ft.

- * Total Attic over Garage area = 474 Sq.Ft.
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DESIGN FOR:

VETERANS DESIGN & DEVELOPMENT

SINGLE FAMILY RESIDENCE

1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:

BUILDING SECTIONS

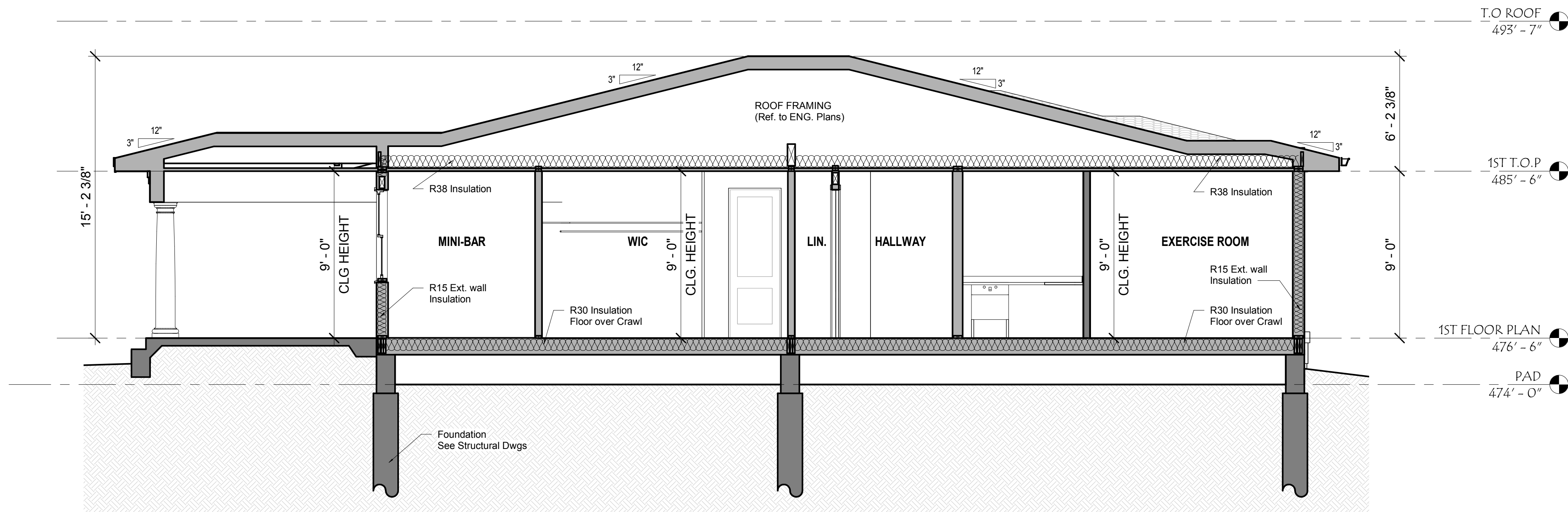
DATE:
AUG 29TH, 2022

SCALE:
As indicated

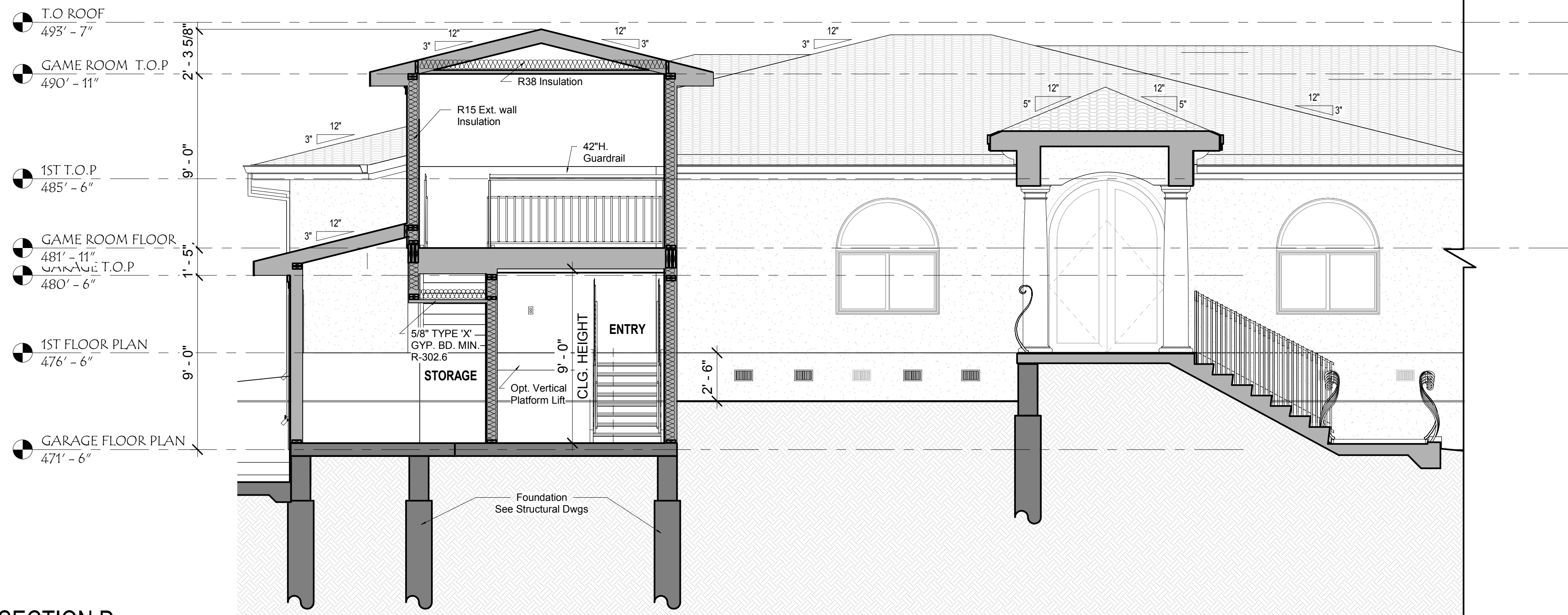
JOB N°:
###

SHEET N°:

A3.0



3 SECTION C
1/4" = 1'-0"



4 SECTION D
1/4" = 1'-0"

STAIRS, HANDRAILS NOTES

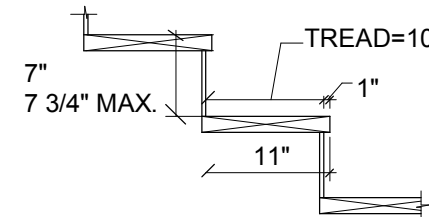
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DESIGN FOR: VETERANS DESIGN & DEVELOPMENT

SINGLE FAMILY RESIDENCE

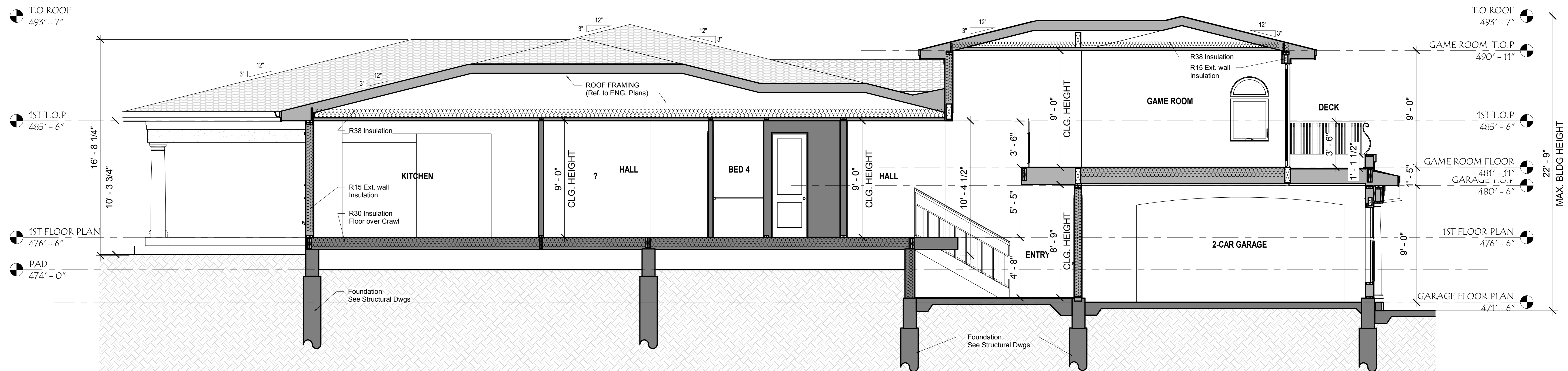
1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:
BUILDING SECTIONS

DATE:
AUG 29TH, 2022
SCALE:
As indicated
JOB N°:
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SHEET N°:

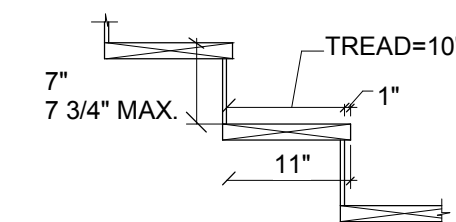
A3.1



1 SECTION E
1/4" = 1'-0"

STAIR DIAGRAM & CALCS

FLOOR TO FLOOR HEIGHT:	5'-9"
CONVERTED TO INCHES:	69"
TOTAL NUMBERS OF RISERS:	10
TYP. RISER HEIGHT:	7"
TREAD:	10"
NOSING:	1"



STAIRS, HANDRAILS NOTES

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RAILING NOTE:

- Guard at open sided walking surface shall not less than 42" high.
- Required guards shall not have openings from the walking surface to the required guard ht. which allow passage of a sphere 4" in Dia.

Attic Ventilation:

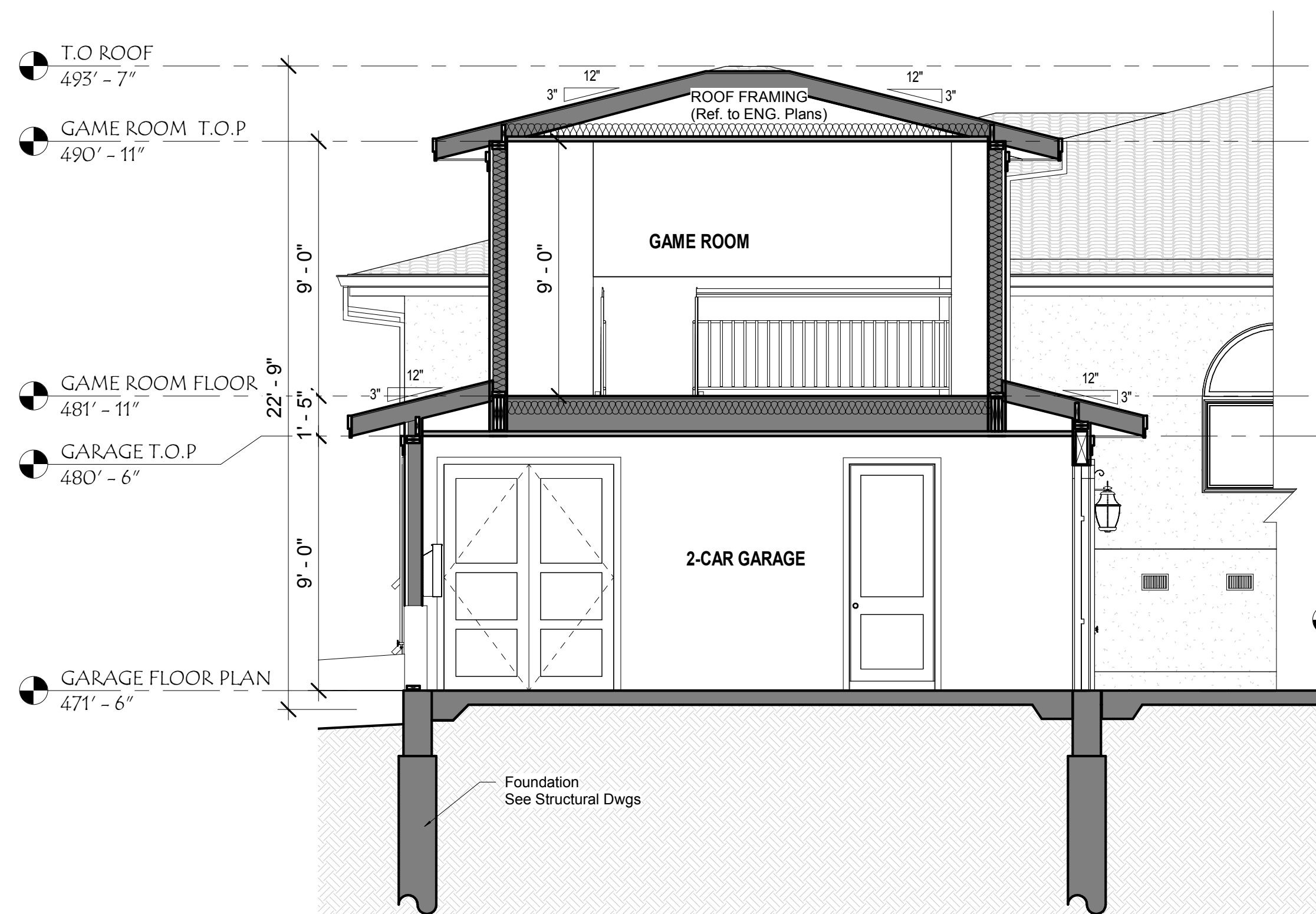
Ventilated areas are not to be less than 1/150 =
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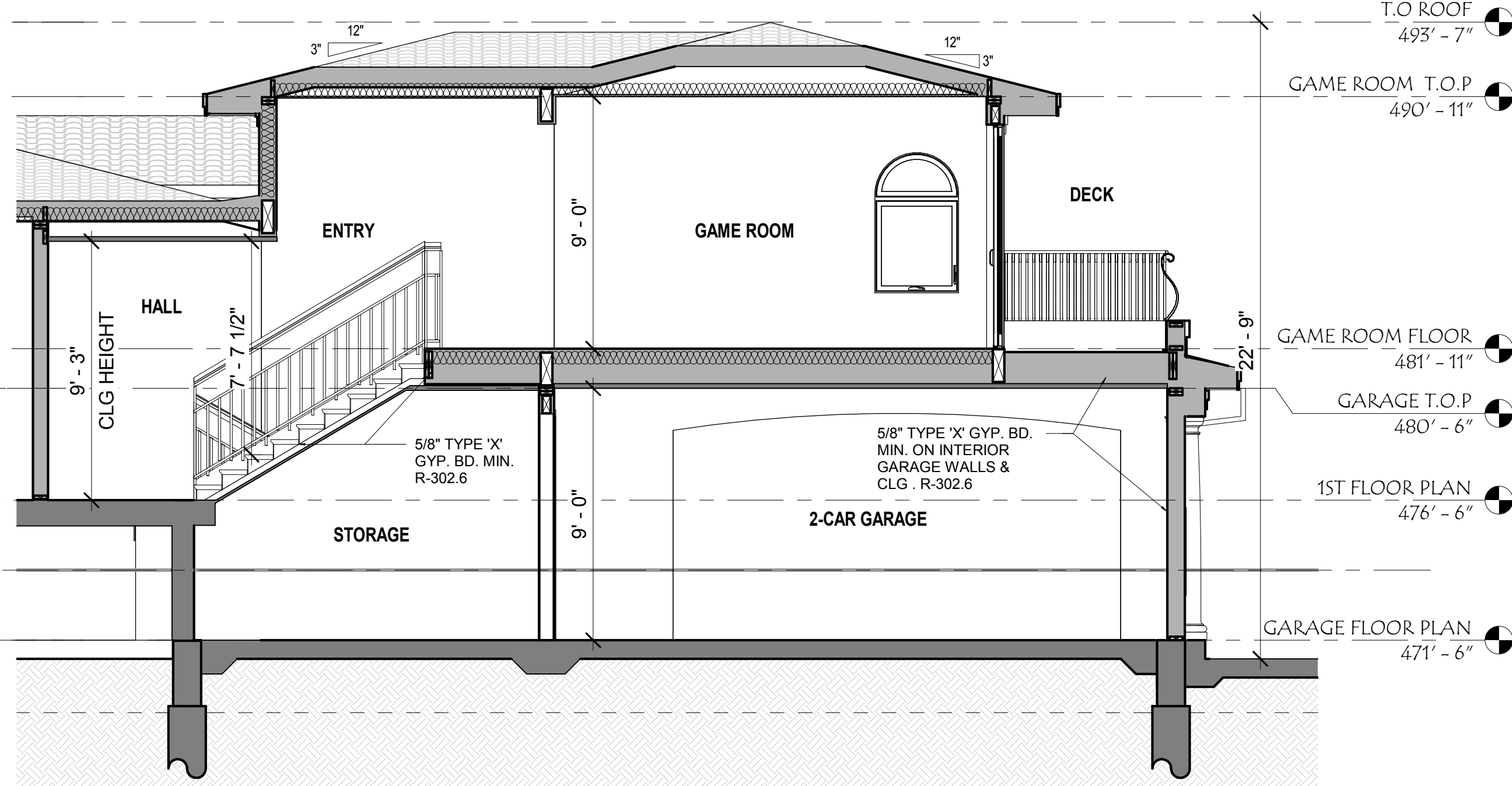
Underfloor Ventilation:

Total underfloor area 4,400 Sq.Ft.

1 Sq.Ft for each 150 Sq.Ft. = 29.33 Sq.Ft of ventilation
Foundation Vent of 7.5 inch by 14.33 inch = .73 Sq.Ft.
29.33 Sq.Ft of ventilation needed = 41 vents



3 SECTION F
1/4" = 1'-0"



2 SECTION E1
1/4" = 1'-0"

Revision	
Revision Number	Revision Date

DESIGN FOR: VETERANS DESIGN & DEVELOPMENT

SINGLE FAMILY RESIDENCE

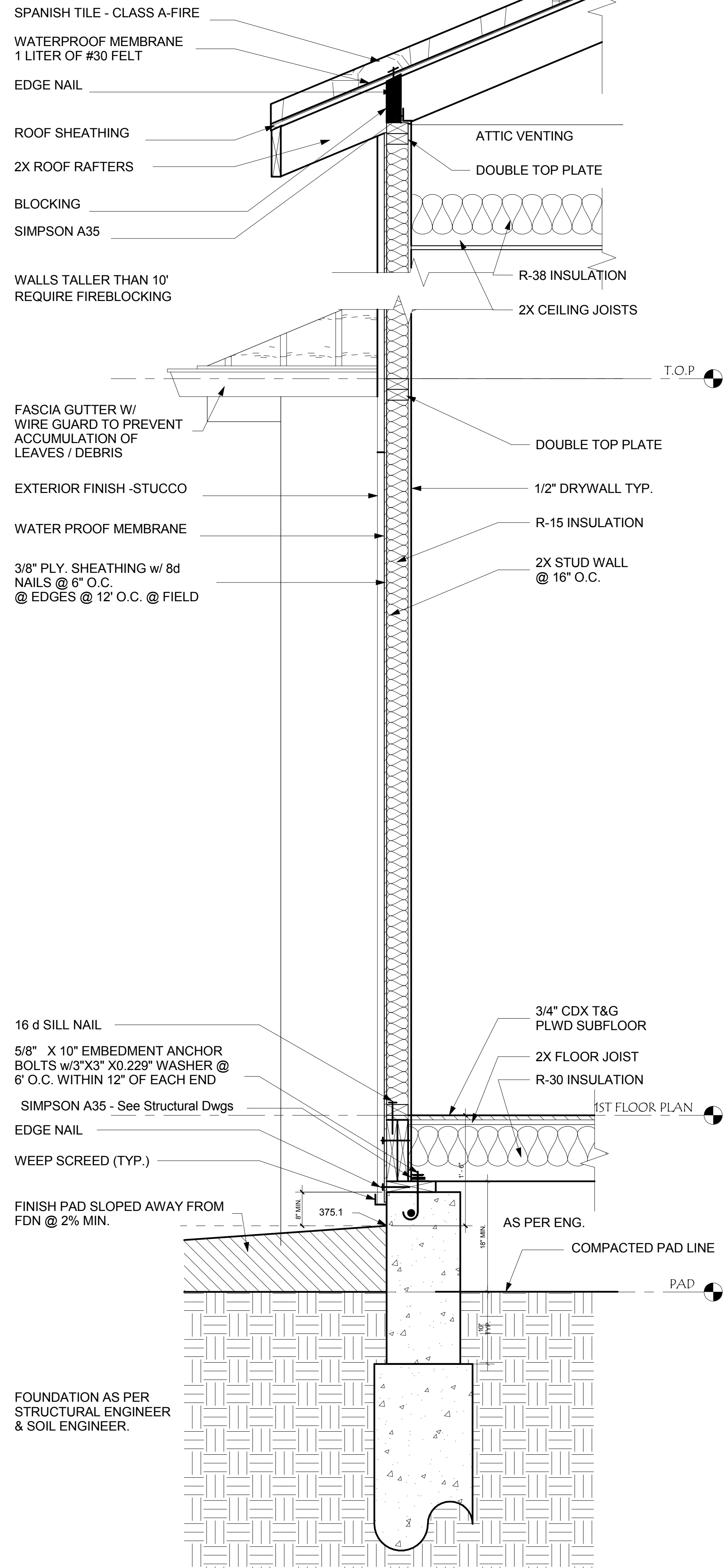
1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:
BUILDING SECTIONS

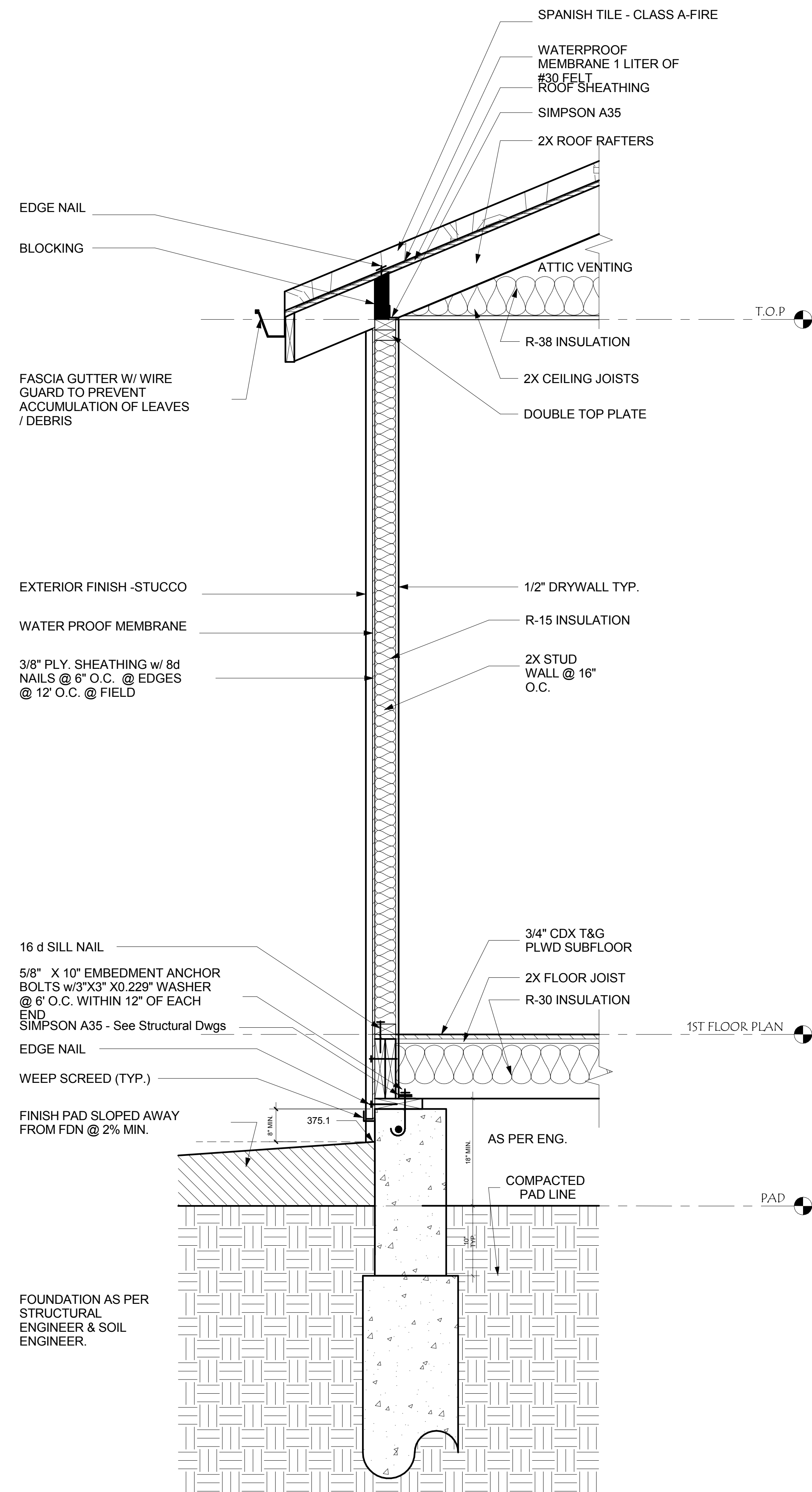
DATE:
AUG 29TH, 2022
SCALE:
As indicated
JOB N°:
###

SHEET N°:

A3.2



2 2-STORY WALL SECTION
1" = 1'-0"



1 1STORY WALL SECTION
1" = 1'-0"

Revision	
Revision Number	Revision Date

DESIGN FOR: VETERANS DESIGN & DEVELOPMENT

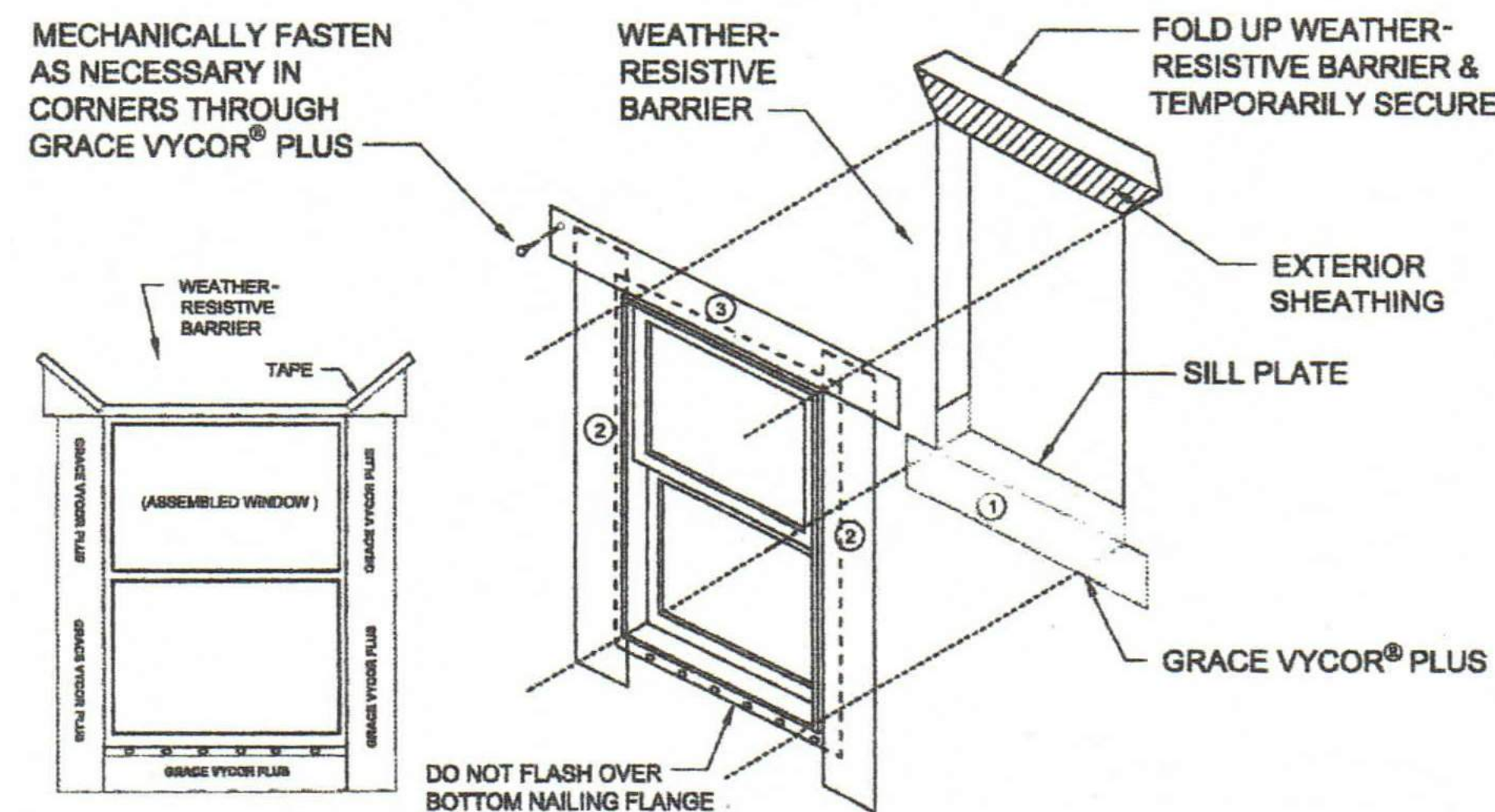
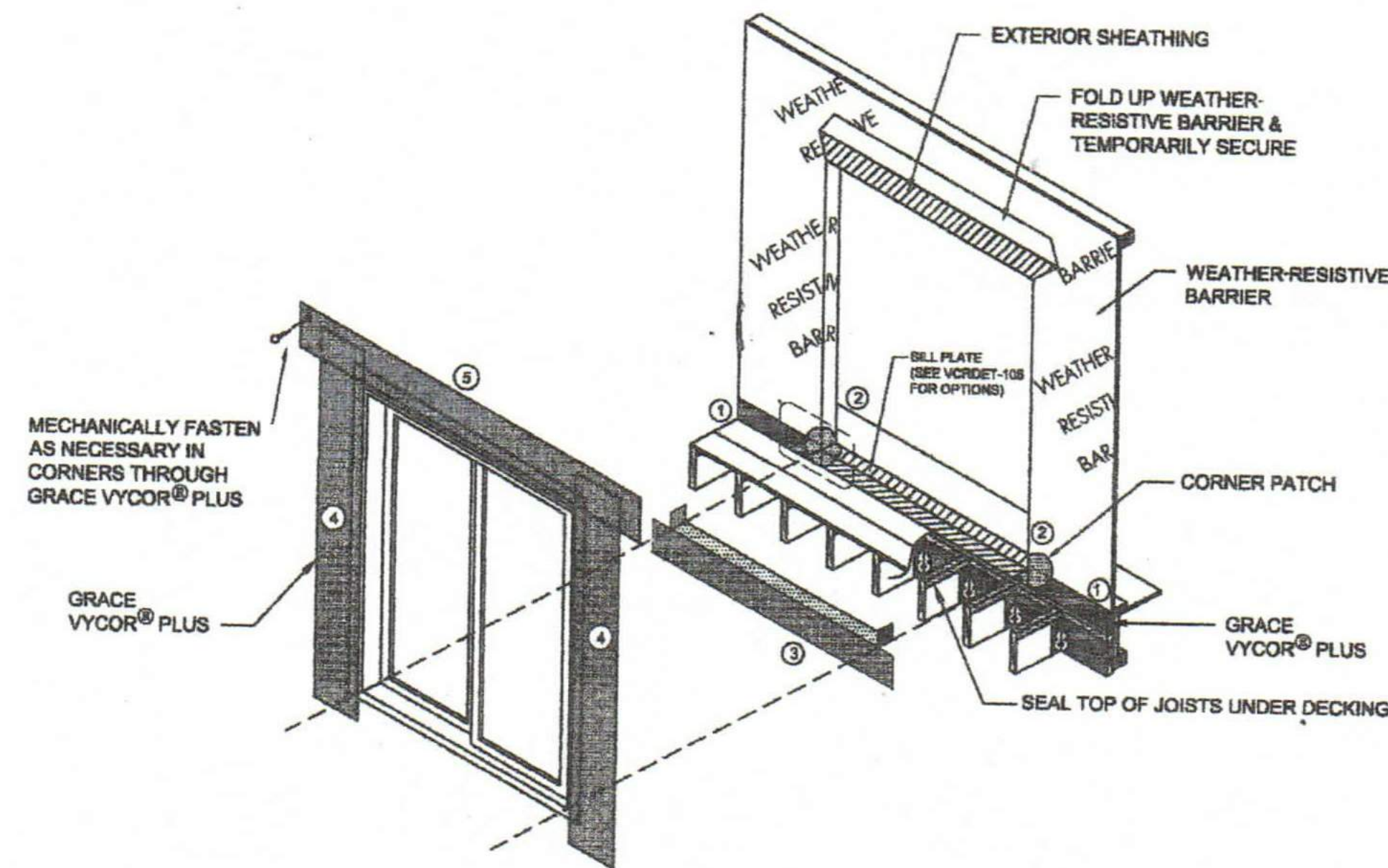
SINGLE FAMILY RESIDENCE
1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:
TYP. WALL SECTIONS

DATE:
AUG 29TH, 2022
SCALE:
1" = 1'-0"
JOB N°:
###

SHEET N°:

A3.3



1 WINDOW FLASHING DETAILS

DOOR SCHEDULE

MARK	COUNT	WIDTH	HEIGHT	COMMENTS
1	1	6' - 0"	6' - 10"	SC. DBL DR.
2	1	18' - 0"	8' - 0"	BIFOLD FULL TEMP. GL.
3	1	6' - 0"	8' - 0"	DBL FULL TEMP. GL.
4	1	15' - 0"	8' - 0"	BIFOLD FULL TEMP. GL.
5	18	2' - 8"	8' - 0"	SC DR.
6	2	6' - 0"	8' - 0"	SC. DBL. DR.
7	2	5' - 0"	8' - 0"	EXT. SC. DLB DR
8	1	3' - 0"	8' - 0"	SC.20 MIN. FIRE RATED
9	1	6' - 0"	8' - 0"	SC. DBL DR.
10	1	16' - 0"	7' - 0"	OVHG DR.
11	1	2' - 8"	7' - 0"	TEMP.GL.
12	1	12' - 0"	8' - 0"	SLD FULL TEMP. GL.
13	1	3' - 0"	8' - 0"	SC DR.

Grand total: 32

WINDOW SCHEDULE

MARK	COUNT	WIDTH	HEIGHT	COMMENTS
1	3	5' - 4"	6' - 0"	CSMNT WDW
2	7			CSMNT WDW
3	1	2' - 0"	4' - 0"	FXD TEMP.GL.
4	1	4' - 0"	5' - 0"	SH
7	1	5' - 4"	6' - 0"	CSMNT WDW
8	1	3' - 0"	5' - 0"	CSMNT WDW
9	1	3' - 0"	5' - 0"	CSMNT WDW
11	1	4' - 0"	4' - 0"	SH
12	1	4' - 0"	5' - 0"	SH

Grand total: 17

Revision	
Revision Number	Revision Date

DESIGN FOR: VETERANS DESIGN & DEVELOPMENT

SINGLE FAMILY RESIDENCE

1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:

DR & WDW SCHEDULE - WDW DETAILS

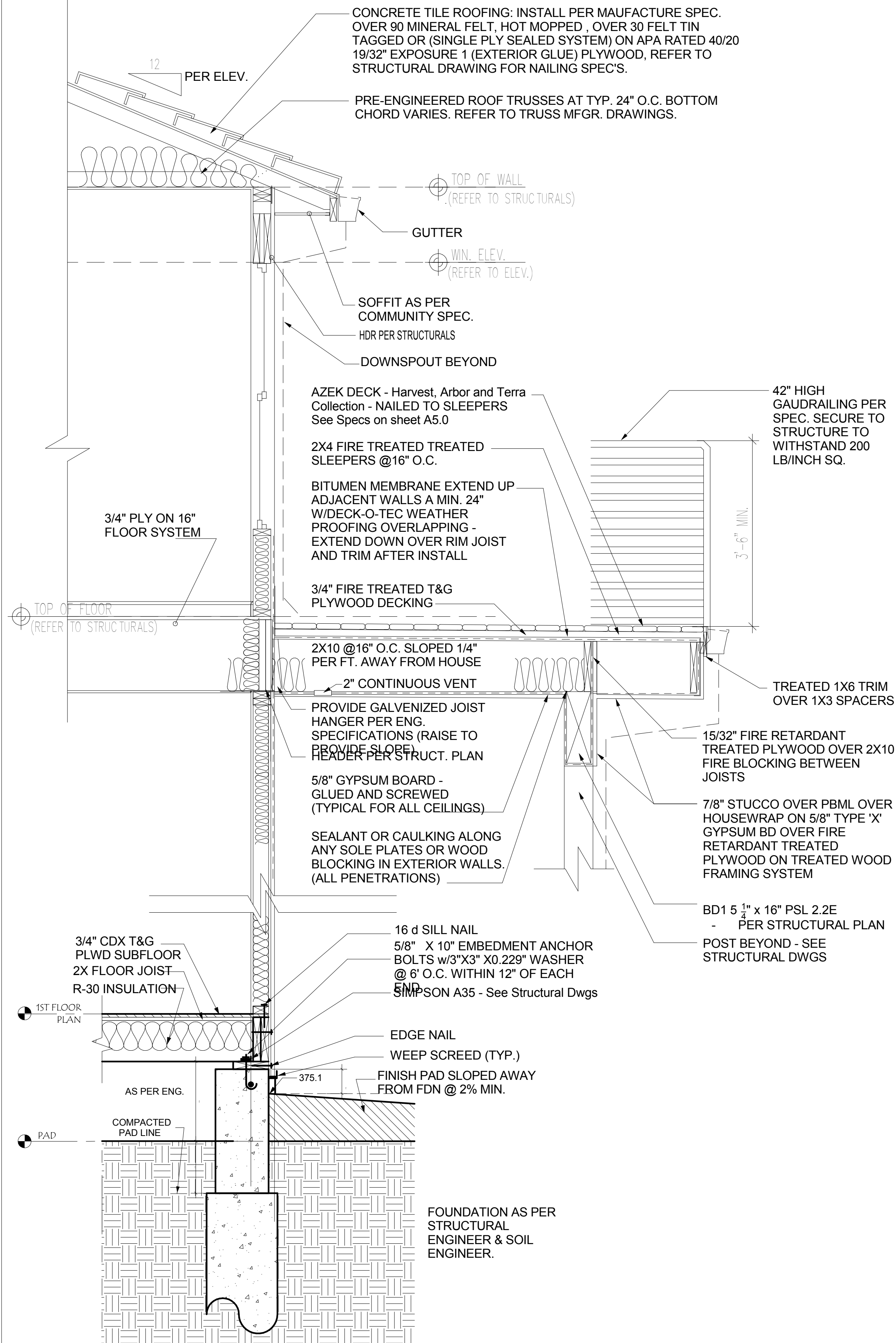
DATE:
AUG 29TH, 2022

SCALE: $1/8" = 1'-0"$

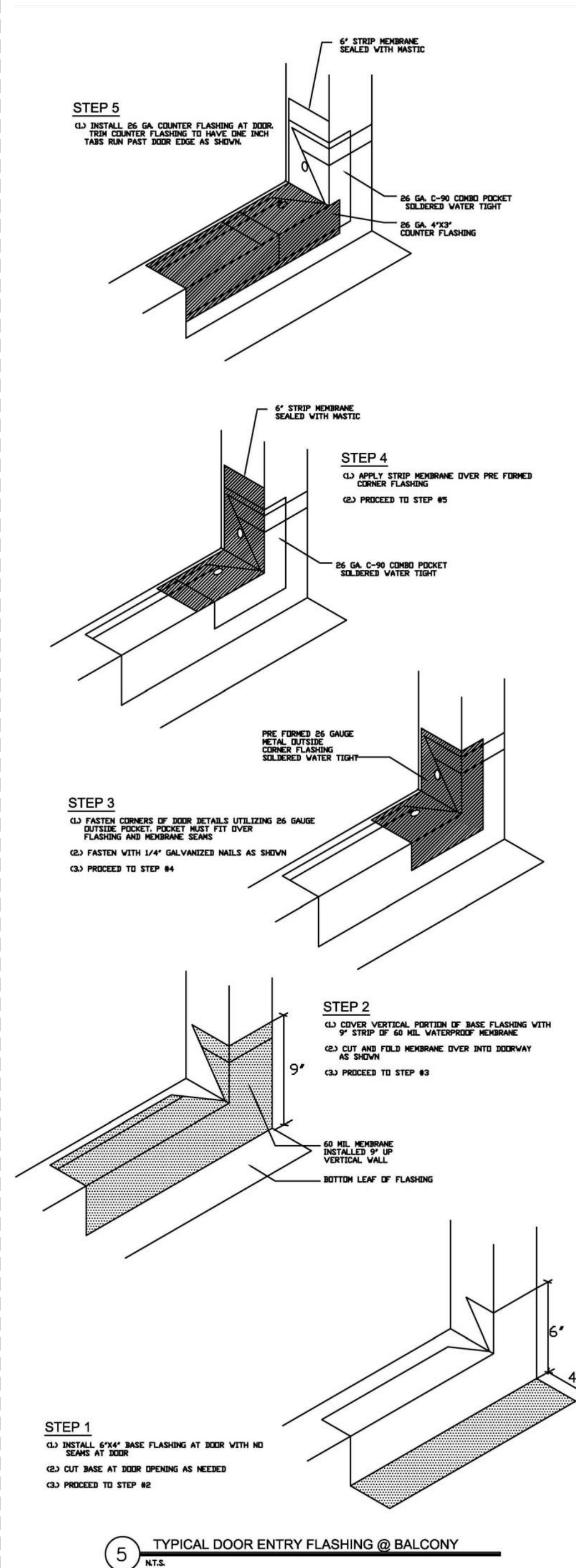
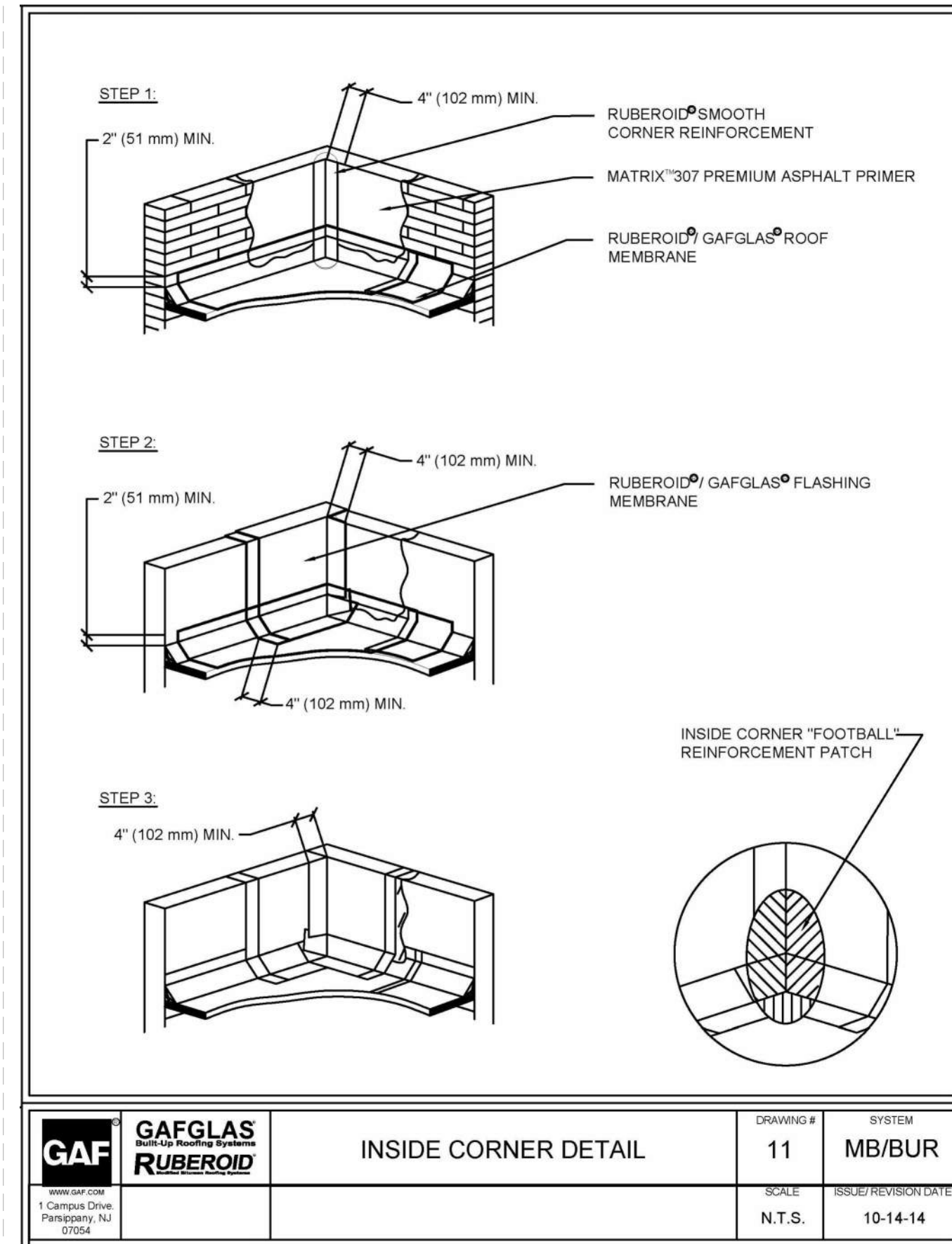
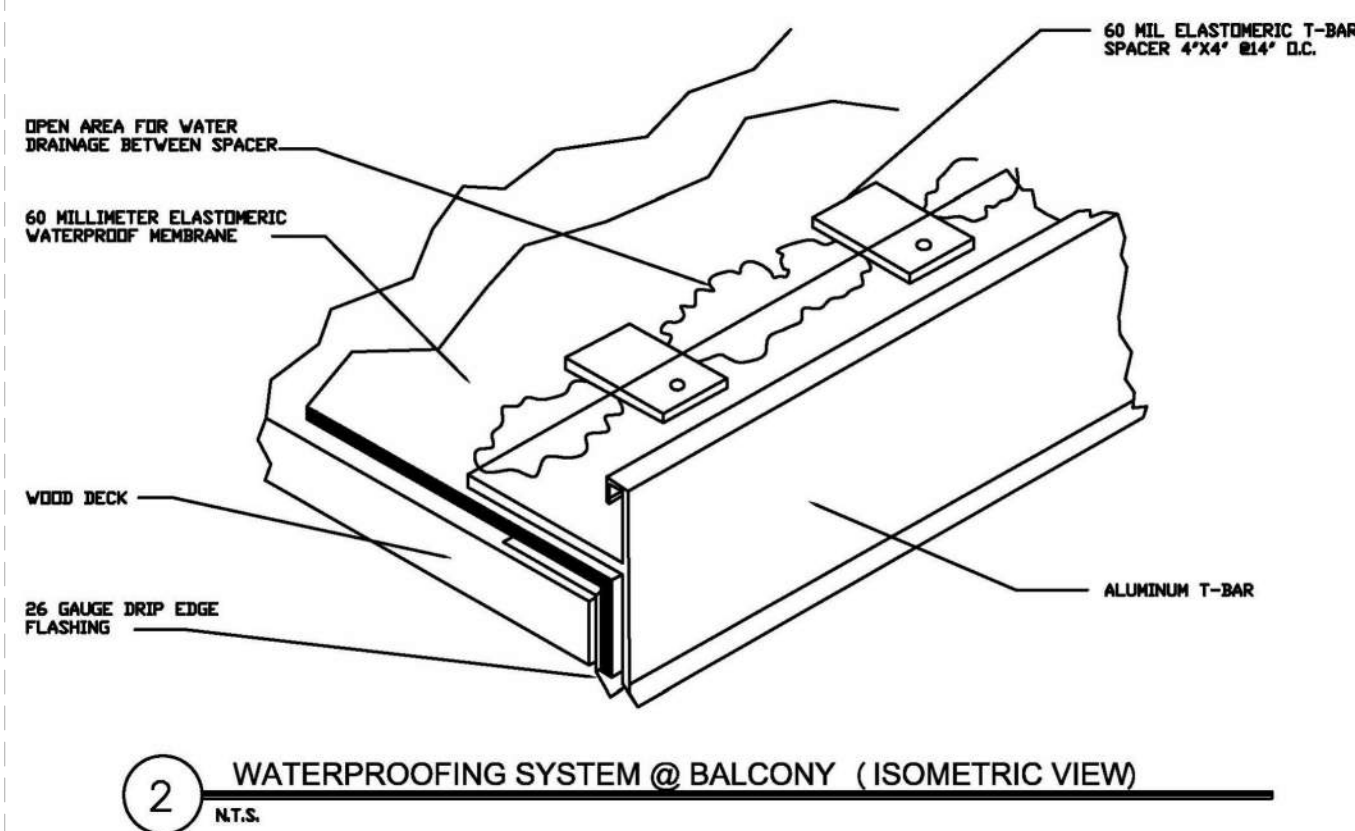
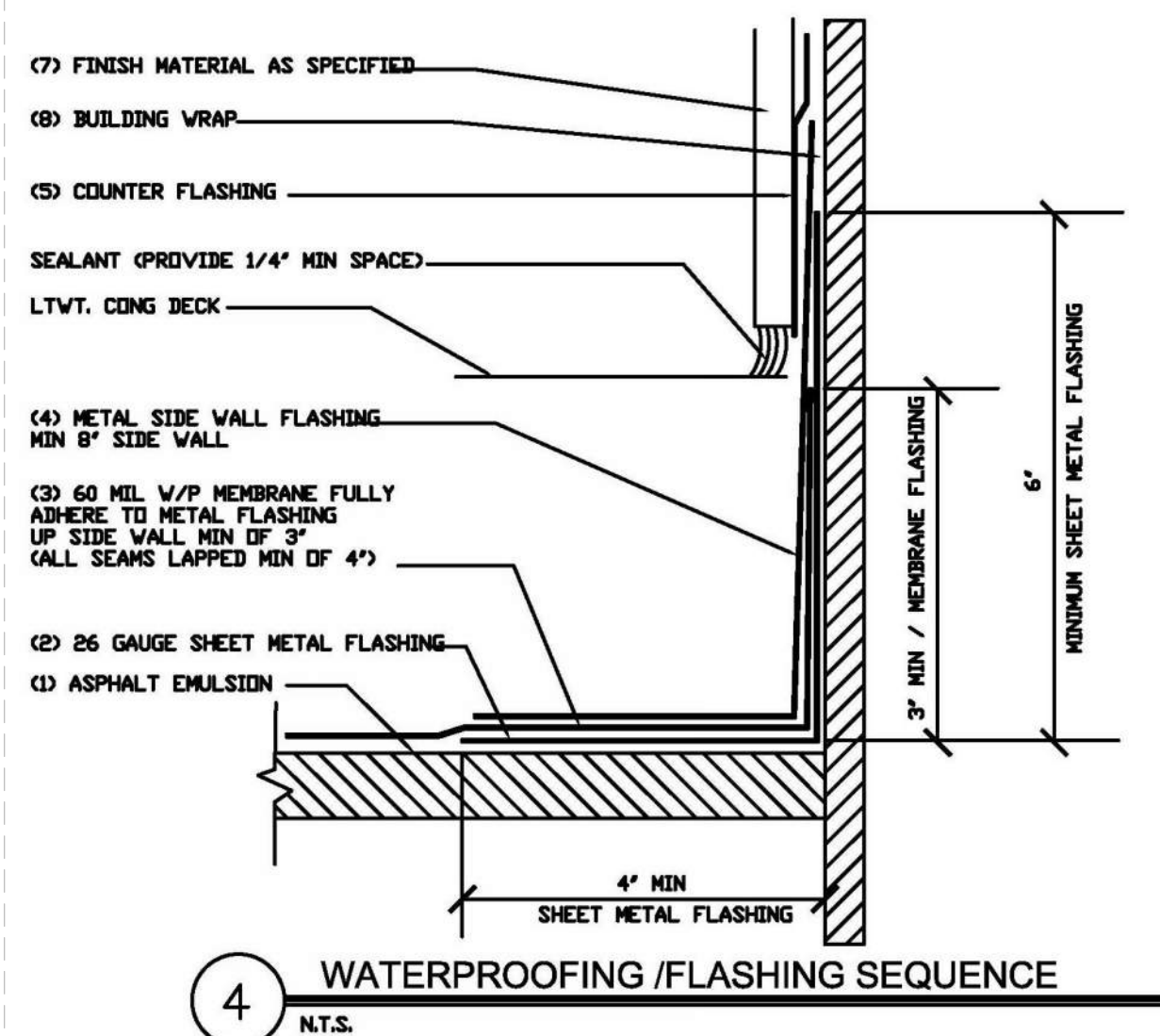
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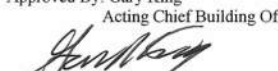
SHEET N°:

A4.0



1 DECK DETAIL
3/4" = 1'-0"



	City of Milpitas Building And Safety Department Mailing Address: 485 East Calaveras Boulevard, Milpitas, California 95035-6079 • Tel: 408.386.5340, Fax: 408.386.3355 www.ci.milpitas.ca.us		Policy: BDP-BLG 40 Effective Date: 9/20/2015 Proposed by: KI Last Reviewed/Revised: 4/3/17 Revised by: BK/JC
	Requirements for Construction of Balconies		Approved By: Gary King Acting Chief Building Official 

- Materials: projections exposed to weather.** Balconies, landings, decks, stairs, and similar floor projections exposed to weather shall be constructed of naturally durable wood, preservative-treated wood, corrosion resistant (e.g., galvanized) steel, or similar approved materials.
- Materials: Laminated timbers.** The portions of glued-laminated timbers that form the structural supports of a building, other structure, projecting element or appurtenance and are exposed to weather shall be pressure treated with preservative or be manufactured from naturally durable or preservative-treated wood.
- Materials: Supporting members for permanent appurtenances.** Naturally durable or preservative-treated wood shall be utilized for those portions of wood members that form the structural supports of buildings, porches or similar permanent building appurtenances where such members are exposed to the weather.
- Ventilation and Inspection Access: Ventilation of weather exposed enclosed assemblies.** Balconies, landings, decks, stairs and similar exterior projecting elements and appurtenances exposed to weather and sealed underneath shall have cross ventilation for each separate enclosed space by ventilation openings protected against the entrance of rain and snow. Blocking and bridging shall be arranged so as not to interfere with the movement of air. The net free ventilating area shall not be less than 1/150th of the area of space ventilated. Openings for ventilation shall not be less than 1/16" and not more than 1/4", complying with CBC Section 1203.2.1. An access panel of sufficient size shall be provided on the underside of the enclosed space to allow for periodic inspection.
 - Exceptions:
 - An access panel is not required where the exterior coverings applied to the underside of joists are easily removable using only common tools.
 - Proposed alternate means of inspections of the enclosed space is acceptable, subject to review.

page 1 of 4

- Special Inspection:** For all new construction of Group R-1 and R-2 Occupancies, as defined in the most recent edition of the California Building Code, the Building & Safety Department is requiring a special inspection by third party qualified waterproofing inspectors of water- and moisture-resistive barriers and associated components within the weather-exposed and enclosed walking surfaces. Third-party inspectors must be approved by the Building & Safety Department and must file special inspection reports with the Building & Safety Department.
- Structural Design:** The minimum uniform live load for balconies and decks is 1.5 times the live load for the area served. Not required to exceed 100 psf.

Page 2 of 4

																								
CONDITION "A" BALCONY IS CANTILEVERED • VENTILATION IS REQUIRED • PRESSURE TREATED WOOD IS REQUIRED	CONDITION "B" BALCONY IS SUPPORTED BY STRUCTURE • VENTILATION IS REQUIRED • PRESSURE TREATED WOOD IS REQUIRED																							
																								
CONDITION "C" BALCONY IS SUPPORTED BY STRUCTURE, ENCLOSED SPACE UNDERNEATH • VENTILATION IS REQUIRED • PRESSURE TREATED WOOD IS OPTIONAL	CONDITION "D" COMBINATION OF "A" AND "C" PART "A" SHALL MEET THE REQUIREMENTS IN CONDITION "A" OR "B". PART "C" SHALL MEET THE REQUIREMENTS IN CONDITION "C".																							
NOTE: ALL CONDITIONS REQUIRE THIRD PARTY WATERPROOFING INSPECTION																								
<table><tr><td>REV.</td><td>DATE</td><td>BY</td><td>SCALE</td></tr><tr><td></td><td></td><td></td><td>N.T.S.</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	REV.	DATE	BY	SCALE				N.T.S.													<table><tr><td colspan="2">City of Milpitas Building & Safety Division CONSTRUCTION OF ENCLOSED BALCONIES</td><td>SHEET 3 OF 3 SHEETS</td></tr></table>	City of Milpitas Building & Safety Division CONSTRUCTION OF ENCLOSED BALCONIES		SHEET 3 OF 3 SHEETS
REV.	DATE	BY	SCALE																					
			N.T.S.																					
City of Milpitas Building & Safety Division CONSTRUCTION OF ENCLOSED BALCONIES		SHEET 3 OF 3 SHEETS																						

Revision	
Revision Number	Revision Date

DESIGN FOR:
VETERANS DESIGN & DEVELOPMENT

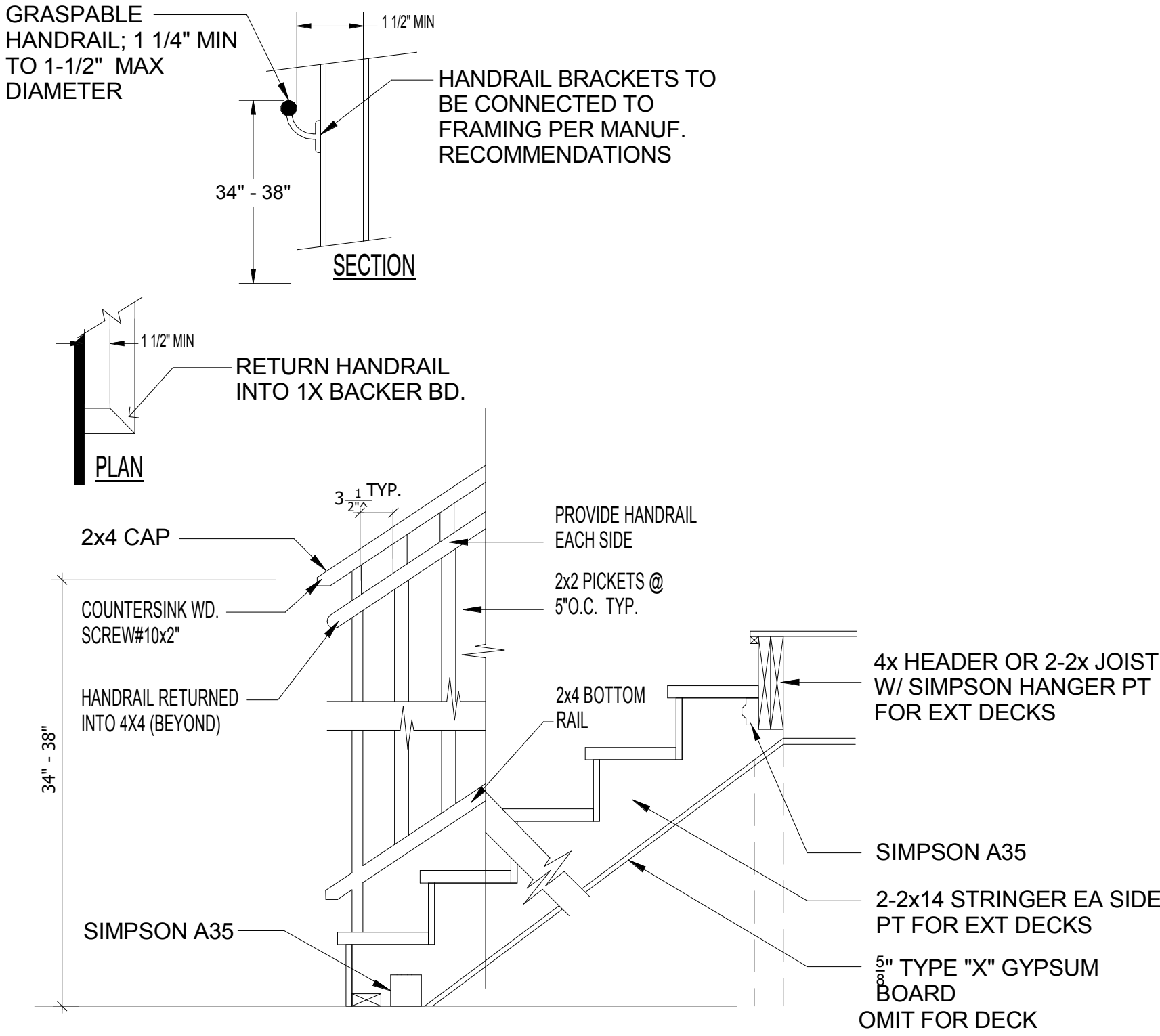
SINGLE FAMILY RESIDENCE
1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:
DECK DETAILS

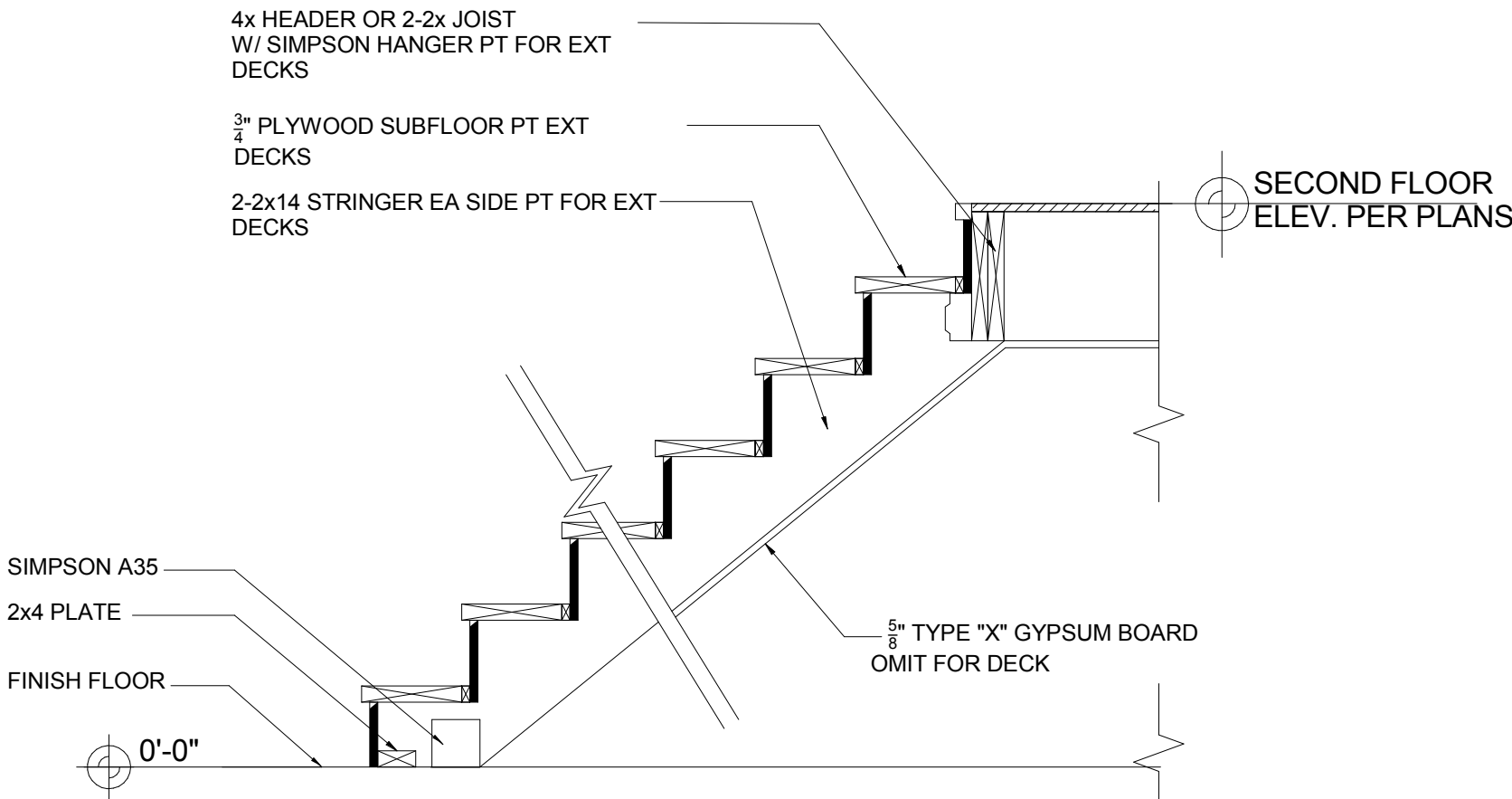
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AUG 29TH, 2022
SCALE:
3/4" = 1'-0"
JOB N°:
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SHEET N°:

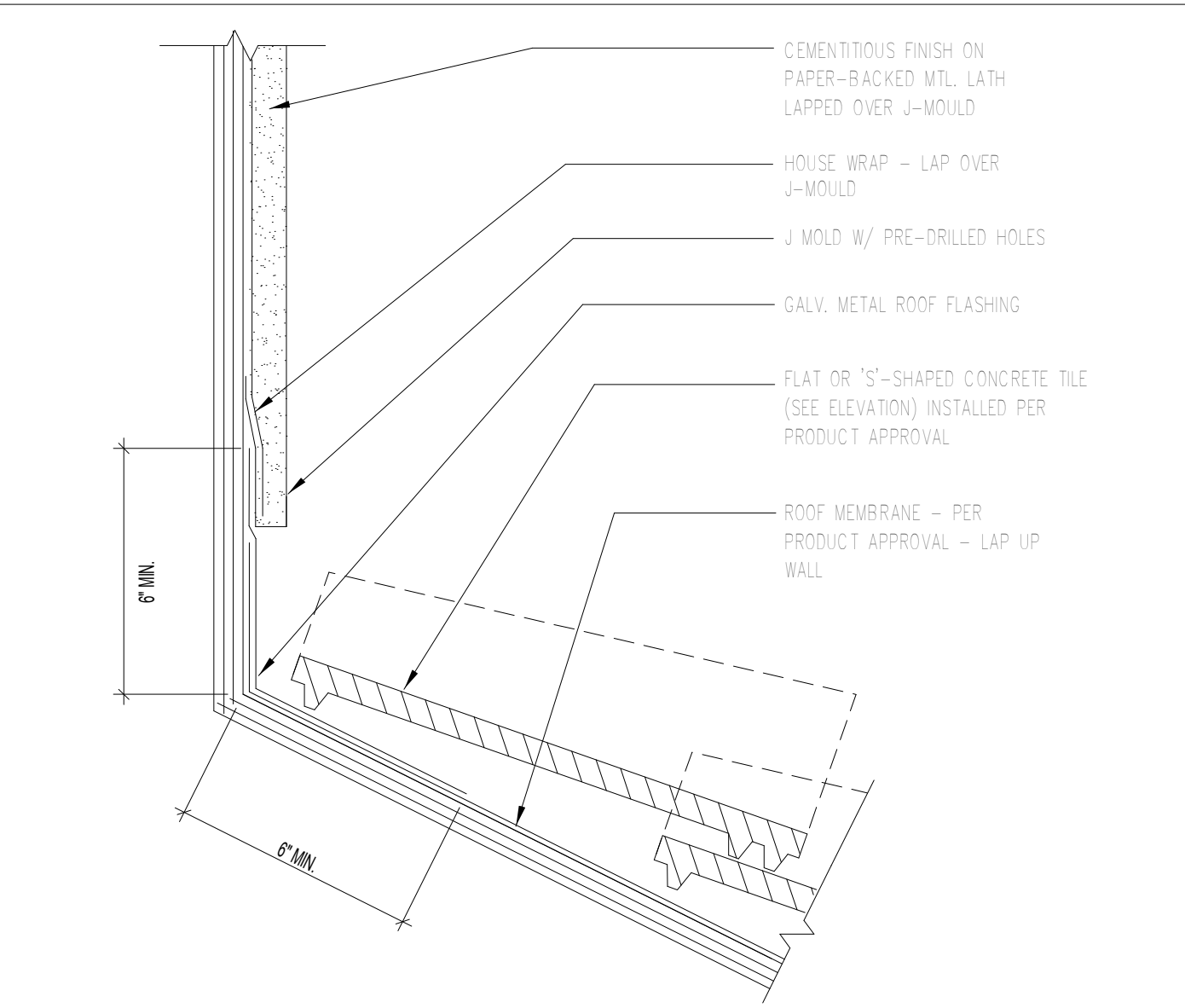
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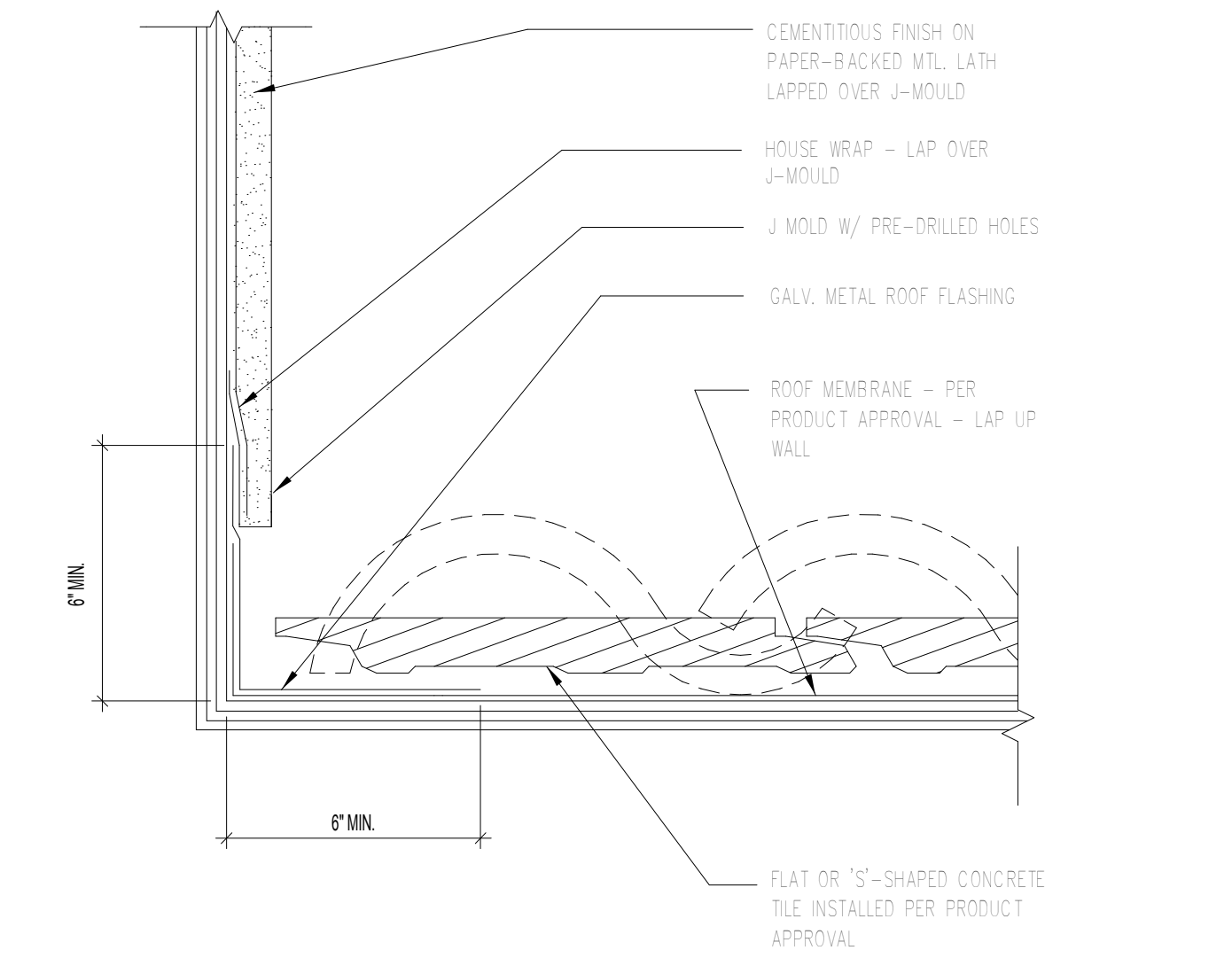
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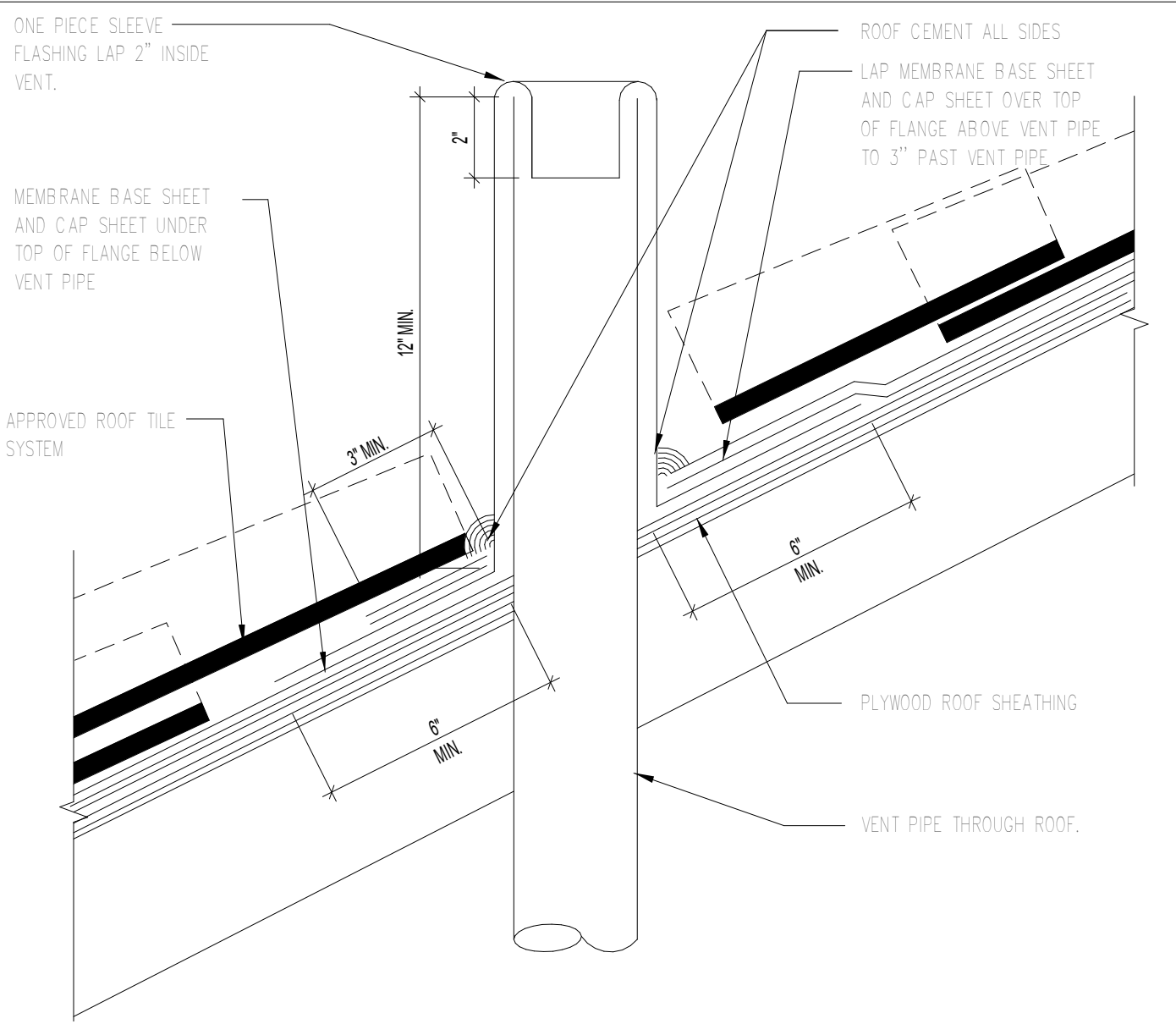
TYP. WOOD STAIR DETAIL



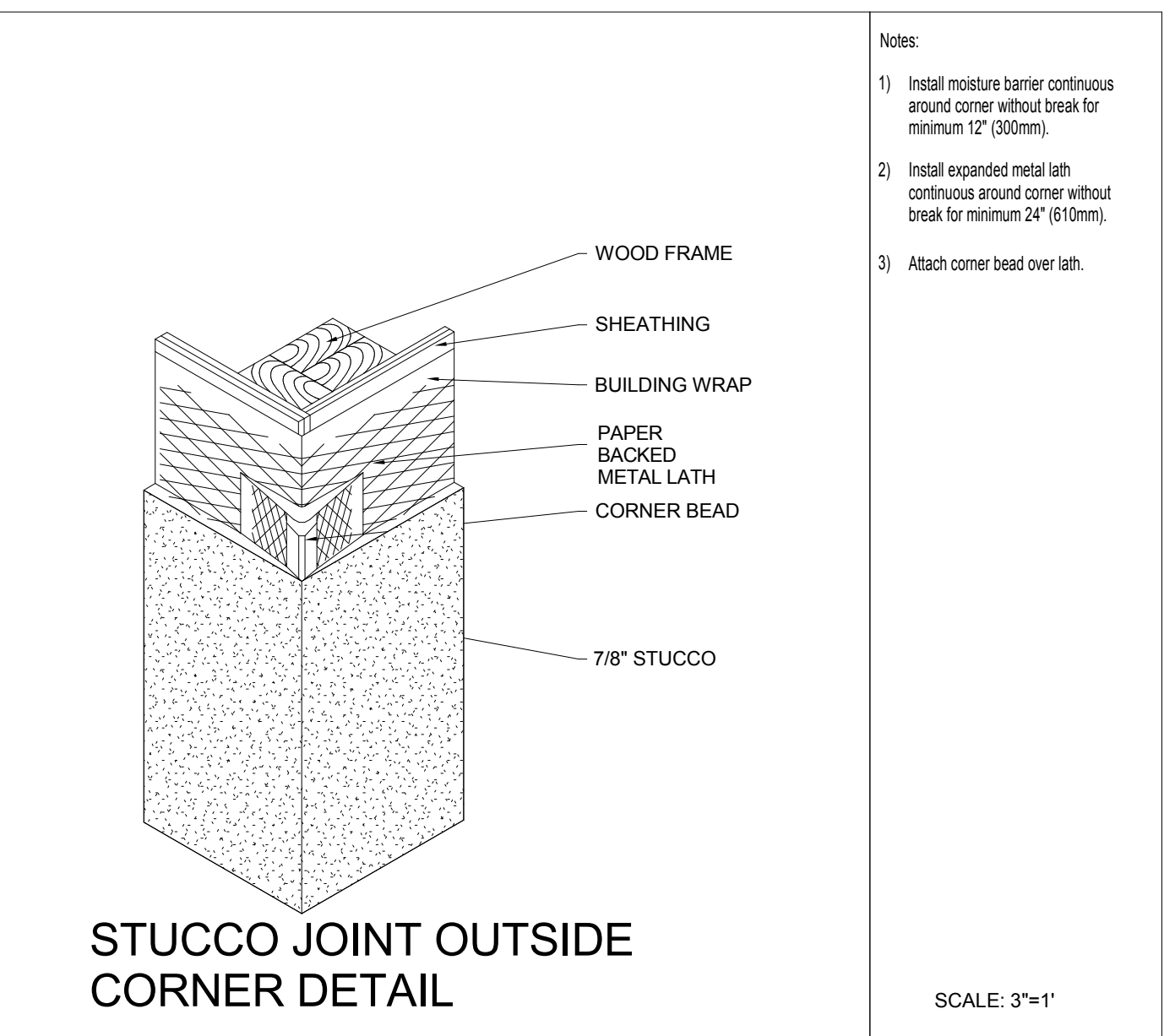
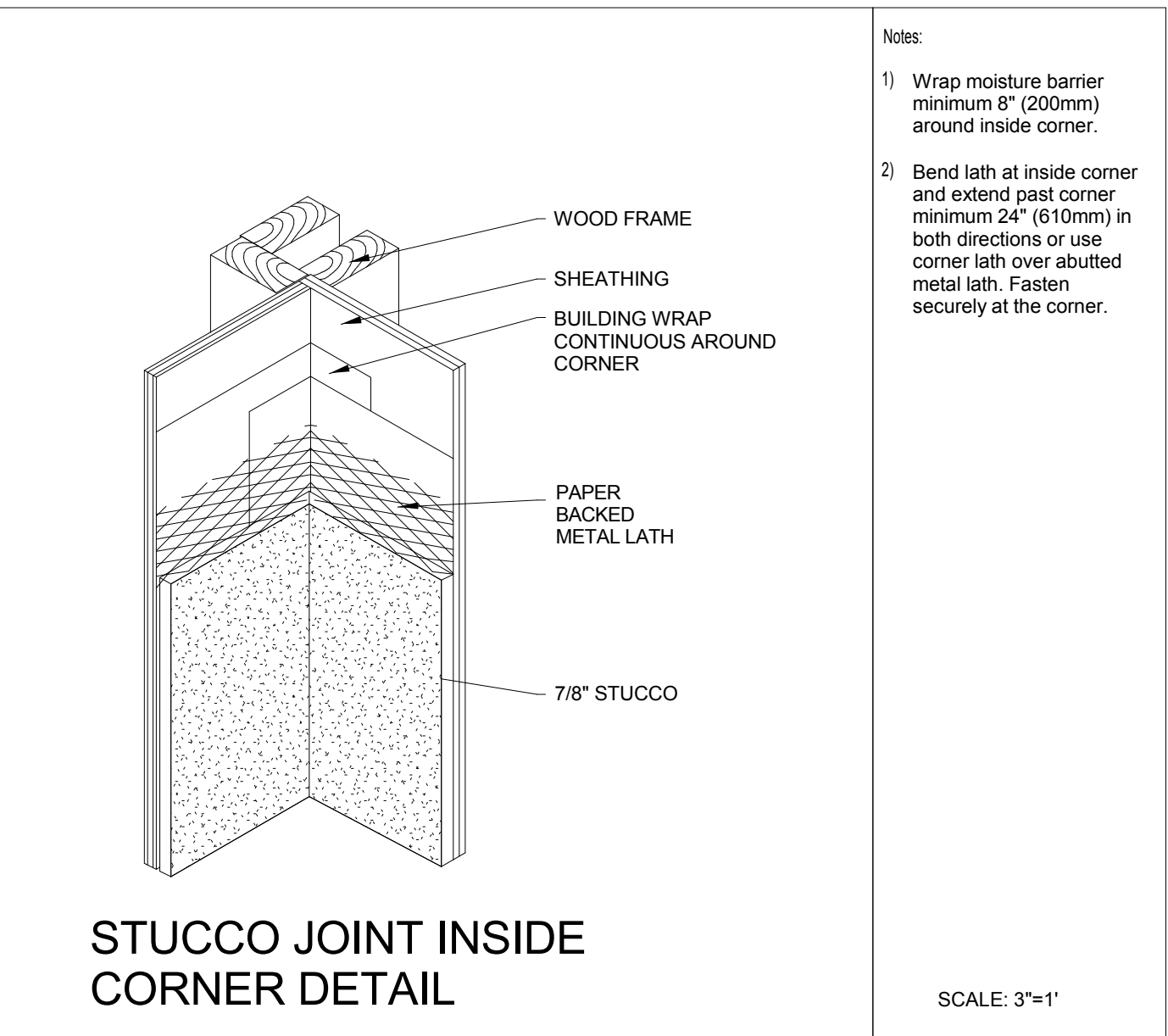
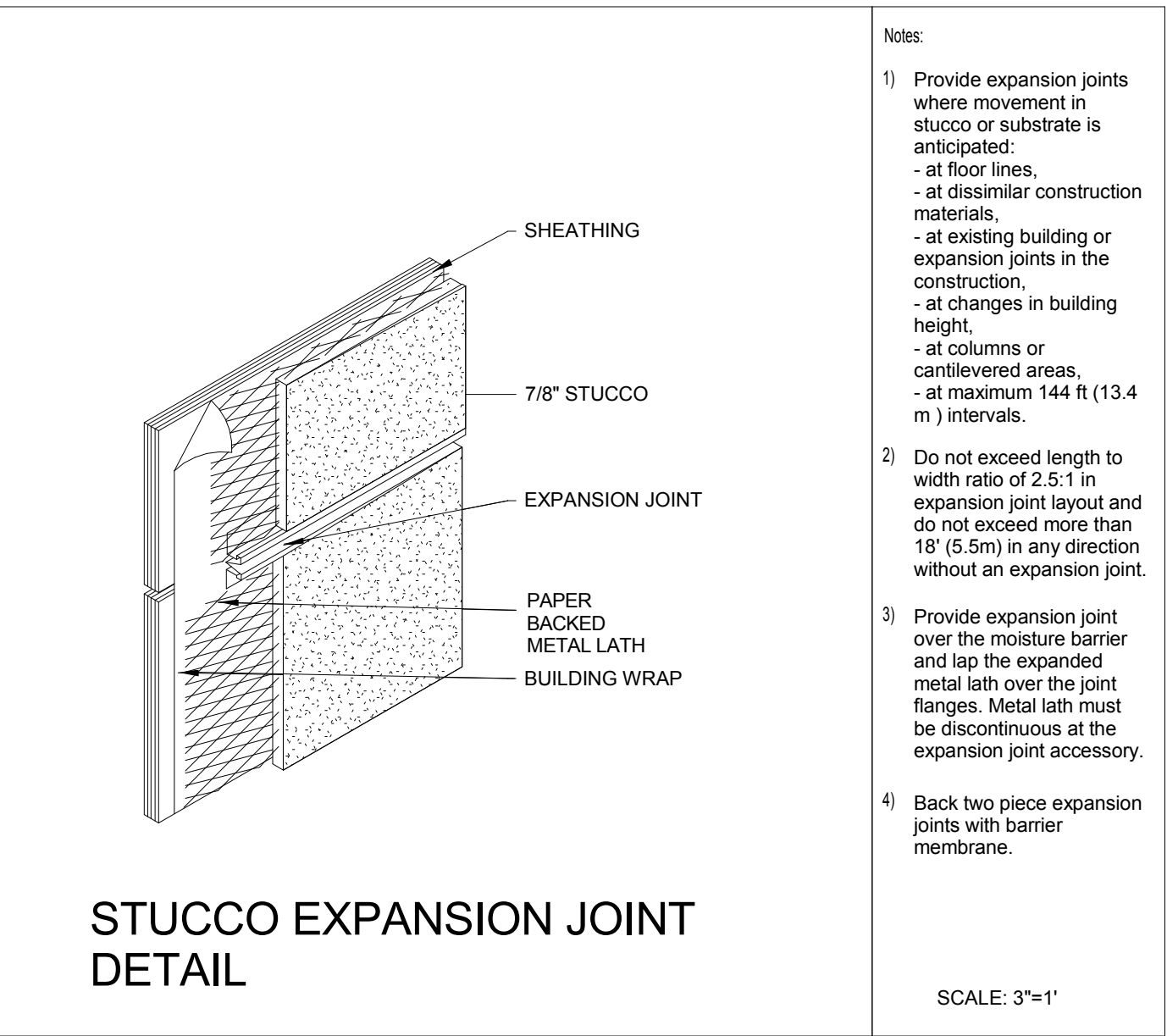
ROOF TO FR.WALL-FLAT OR S-TILE DETAIL



ROOF TO FR.WALL-FLAT OR S-TILE DETAIL



VENT-THRU-ROOF DET.FLAT OR S-TILE



Revision	
Revision Number	Revision Date

DESIGN FOR:

VETERANS DESIGN & DEVELOPMENT

SINGLE FAMILY RESIDENCE

1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:

TYP. DETAILS

DATE:

AUG 29TH, 2022

SCALE:

As indicated

JOB N°:

###

SHEET N°:

A5.1

Additional information can be found online at www.heatnglo.com

HEAT&GLO. Lakeville, MN Web: heatnglo.com
Phone: 888-427-3973 952-985-6000

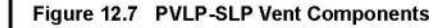


GS/HFES/2018/0100154_071

A. Vent Components Diagrams (continued)



A. Vent Components Diagrams (continued)

DESIGN FOR:
VETERANS DESIGN & DEVELOPMENT

SHEET TITLE:

FIREPLACE DETAILS

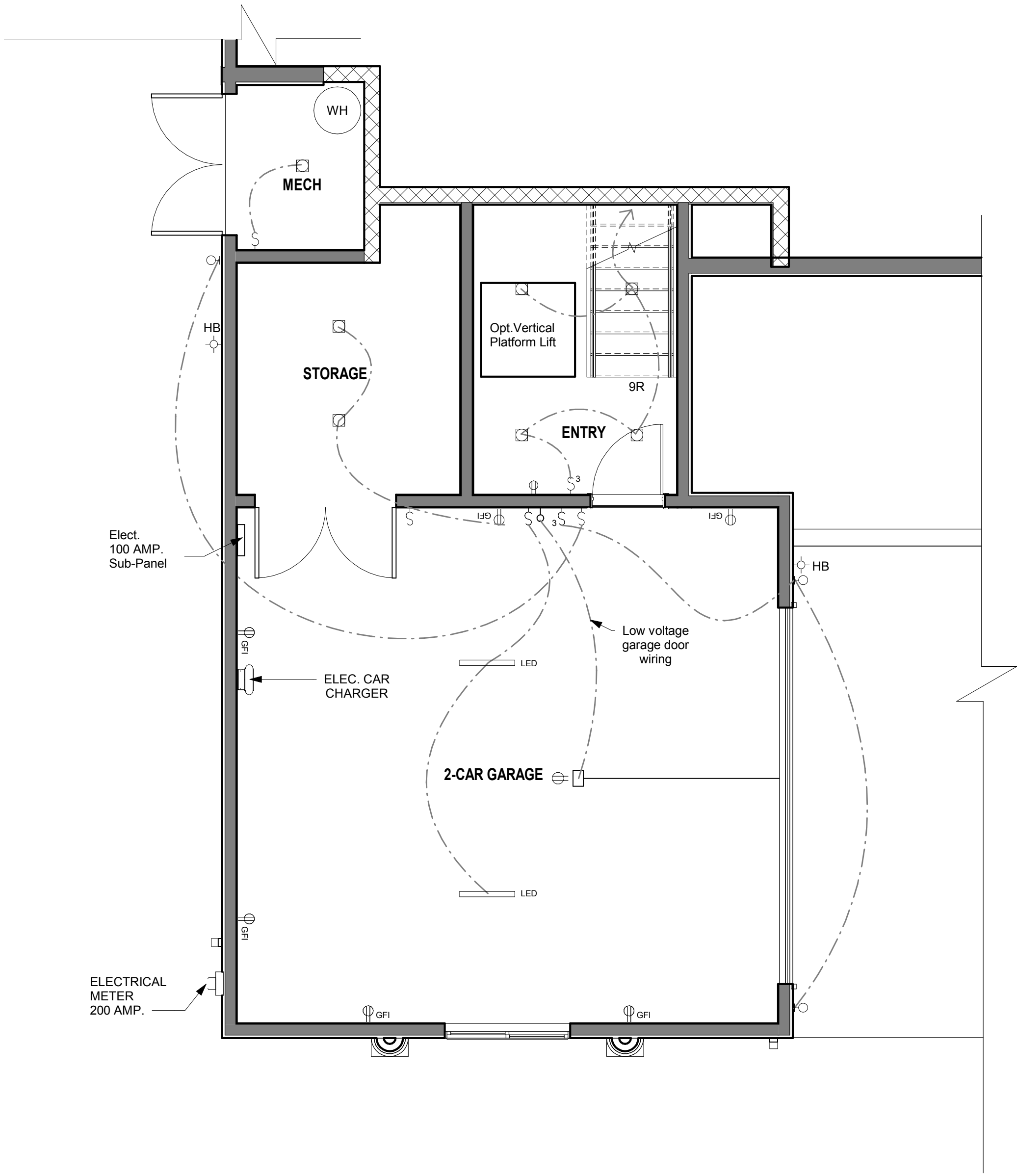
DATE:	AUG 29TH, 2022
SCALE:	

JOB N°:
###

SHEET N°:

A5.2

THE USE OF THESE DRAWINGS AND SPECS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED & PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN PART, IS PROHIBITED UNTIL TO THE DRAWINGS & SPECS. REMAINS TO THE DESIGNER WITHOUT VISUAL CONTACT WITH THESE DRAWINGS & SPECS. SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS



NOTE:
1- ALL RECEPTACLES SHALL BE TAMPERED RESISTANT
2- NEW ELECTRICAL SERVICES SHALL BE UNDERGROUND AND INSTALLED PER SECTION CEC 230.30

250.50(A).GROUNDING SYSTEM IN NEW BUILDINGS.
GROUNDING ELECTRODE SYSTEMS IN ALL NEW BUILDINGS SHALL BE AN ELECTRODE ENCASED BY AT LEAST 50MM (TWO INCHES) OF CONCRETE, LOCATED HORIZONTALLY NEAR THE BOTTOM OR VERTICALLY, AND WITHIN THAT PORTION OF A CONCRETE FOUNDATION OR FOOTING THAT IS IN DIRECT CONTACT WITH EARTH. THE ELECTRODE SHALL CONSIST OF AT LEAST 6.0M (20 FEET) OF ONE OR MORE STEEL REINFORCING BARS OR RODS, OF NOT LESS THAN 13MM (1/2 INCH) DIAMETER, OR CONSISTING OF AT LEAST 6.0M (20 FEET) PF BARE COPPER CONDUCTOR NOT SMALLER THAN 4 AWG. THE CONNECTION SIDE OF THIS CONCRETE-ENCASED ELECTRODE SHALL BE LOCATED REMOTELY AWAY FROM THE MAIN ELECTRICAL SERVICE EQUIPMENT.

1 ELECTRICAL GARAGE FLOOR PLAN
1/4" = 1'-0"

ELECTRICAL LEGEND	
	110V OUTLET, GROUND MOUNTED, WALL TYPE
	110V GROUND FAULT INTERRUPT
	110V GROUND FAULT INTERRUPT WEATHERPROOF
	ONLY WAY LIGHT SWITCH
	THREE WAY LIGHT SWITCH
	RECESSED LIGHT FIXTURE HIGH EFFICACY
	RECESSED FLUOR. LIGHT FIXTURE
	SURFACE MOUNTED FAN FIXTURE
	MANUAL-ON OCCUPANT SENSOR
	PHOTO / MOTION SENSOR
	PENDANT LIGHTING FIXTURE
	WALL MOUNTED LIGHT FIXTURE
	FLUORESCENT LIGHT FIXTURE
	CEILING FAN
	CEILING FAN WITH LIGHT
	DIMMER SWITCH
	EXHAUST FAN
	EXHAUST FAN WITH LIGHT
	CARBON MONOXIDE ALARM
	SMOKE DETECTOR WITHIN 4" TO 12" OF CLG.

ELECTRICAL NOTES

- ALL NEW & REPLACED RECEPTACLES ARE TO BE TAMPER PROOF. 2019 CEC Art. 406.12
- 210.8 GFCI ACCESSIBILITY GFCI SHALL BE INSTALLED IN A READILY ACCESSIBLE LOCATION, BREAKERS ARE BY DEFAULT READILY ACCESSIBLE, AND CAUTION MUST BE USED WHEN GFCI MAY BE BLOCKED BY ITEMS SUCH AS FURNITURE, REFRIGERATOR OR VENDING MACHINE.
- A COMPLETED CF-2R-LCT-01-E FORM TO BE SUPPLIES TO BUILDING INSPECTOR PRIOR TO FINAL INSPECTION.
- ARC-FAULT CIRCUIT INTERRUPTER PROTECTION SHALL COMPLY WITH ART.210.12 CEC.
- AT LEAST 100% OF TOTAL WATTAGE PERMANENTLY INSTALLED KITCHEN LIGHTING MUST BE HIGH EFFICACY.CEC 150(K)1A
- IN BATHROOMS, GARAGE, LAUNDRY AND UTILITY ROOM AT LEAST ONE LUMINAIRE SHALL BE CONTROLLED BY VACANCY SENSORS. CEC 150(K) 2J.
- TO BE CONTROLLED BY DIMMERS.
- ALL INTERIOR & EXTERIOR LIGHTING SHALL BE HIGH EFFICACY. CEC 150(K) 1A.
- FOR NEW CONSTRUCTION, CARBON MONOXIDE ALARMS SHALL BE HARD WIRED WITH BATTERY BACKUP AND ALARMS SHALL BE INTERCONNECTED. (R315.1.1,2)
- FOR NEW CONSTRUCTION, SMOKE ALARMS SHALL BE HARD WIRED WITH BATTERY BACKUP AND ALARMS SHALL BE INTERCONNECTED (R314.5)
- ALL DWELLING UNIT 120V 15A, 20A BRANCH CIRCUITS THAN SUPPLYING OUTLETS IN KITCHEN,FAMILY ROOMS, LIVING ROOMS, DINING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUNROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, LAUNDRY ROOM, MICROWAVE, MEDIA HUB PANEL, SMOKE AND CO DETECTORS, GARBAGE DISPOSAL, DISHWASHER, GAS RANGE IGNITER, REFRIGERATOR OR SIMILAR ROOMS, REQUIRE AFCI PROTECTION.CEC 210.12
- ALL RECEPTABLES IN BATHROOMS, GARAGES, ACCESSORY BUILDING, OUTDOORS, CRAWL SPACES, UNFINISHED BASEMENTS, KITCHENS (WHERE RECEPTACLES SERVE COUNTER TOP SURFACES) DISHWASHER,LAUNDRY, UTILITY, WET BAR SINKS (WITHIN 6 FEET OF THE EDGE OD THE SINK), SHALL HAVE GROUND-FAULT CIRCUIT INTERRUPTER (GFCI) PROTECTION. (CEC 210.8D)
- IN ALL AREAS SPECIFIED IN 210.52, ALL 120 VOLT, 15- AND 20- AMPERE RECEPTACLES SHALL BE LISTED TAMPER-RESISTANT RECEPTACLES. (CEC 406.11)
- AT LEAST ONE 20 AMP BRANCH CIRCUIT SHALL BE PROVIDED TO SUPPY BATHROOM RECEPTACLES OUTLETS. SUCH CIRCUITS SHALL HAVE NO OTHER OUTLETS. (CEC 210.11(C)(3))

TITLE 24 - RESIDENTIAL LIGHTING MEASURES.

- A - PERMANENTLY INSTALLED LUMINAIRES IN BATHROOMS, GARAGES, LAUNDRY ROOMS AND UTILITY ROOMS SHALL BE HIGH EFFICACY LUMINAIRES AND MINIMUM ONE LUMINAIRE SHALL BE CONTROLLED BY A VACANCY SENSOR, CERTIFIED TO COMPLY WITH SECTION 119 THAT DOES NOT TURN ON AUTOMATICALLY OR HAVE AN ALWAYS ON OPTION. CEC150(K)2J.
- B- PERMANENTLY INSTALLED LUMINAIRES LOCATED IN OTHER THAN KITCHENS, BATHROOMS, GARAGE, LAUNDRY ROOMS AND UTILITY ROOMS SHALL BE HIGH EFFICACY LUMINAIRES (EXCEPT CLOSETS LESS THAN 70 SQ.FT.) OR ARE CONTROLLED BY A DIMMER SWITCH OR ARE CONTROLLED BY AN VACANCY SENSOR THAN COMPLIES WITH SECTION 119 THAT DOES NOT TURN ON AUTOMATICALLY OR HAVE AN ALWAYS ON OPTION. CEC 150(K)2K
- C- LUMINAIRES PROVIDING OUTDOOR LIGHTING AND PERMANENTLY MOUNTED TO A RESIDENTIAL BUILDING OR TO OTHER BUILDINGS ON THE SAME LOT SHALL BE HIGH EFFICACY LUMINAIRES AND ARE CONTROLLED BY OCCUPANT SENSORS WITH INTEGRAL PHOTO CONTROL CERTIFIED TO COMPLY WITH SECTION 119. CEC150(K)3A.

Revision	
Revision Number	Revision Date

DESIGN FOR: VETERANS DESIGN & DEVELOPMENT

SINGLE FAMILY RESIDENCE

1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE: GARAGE ELECTRICAL FLOOR PLAN

DATE: AUG 29TH, 2022

SCALE: 1/4" = 1'-0"

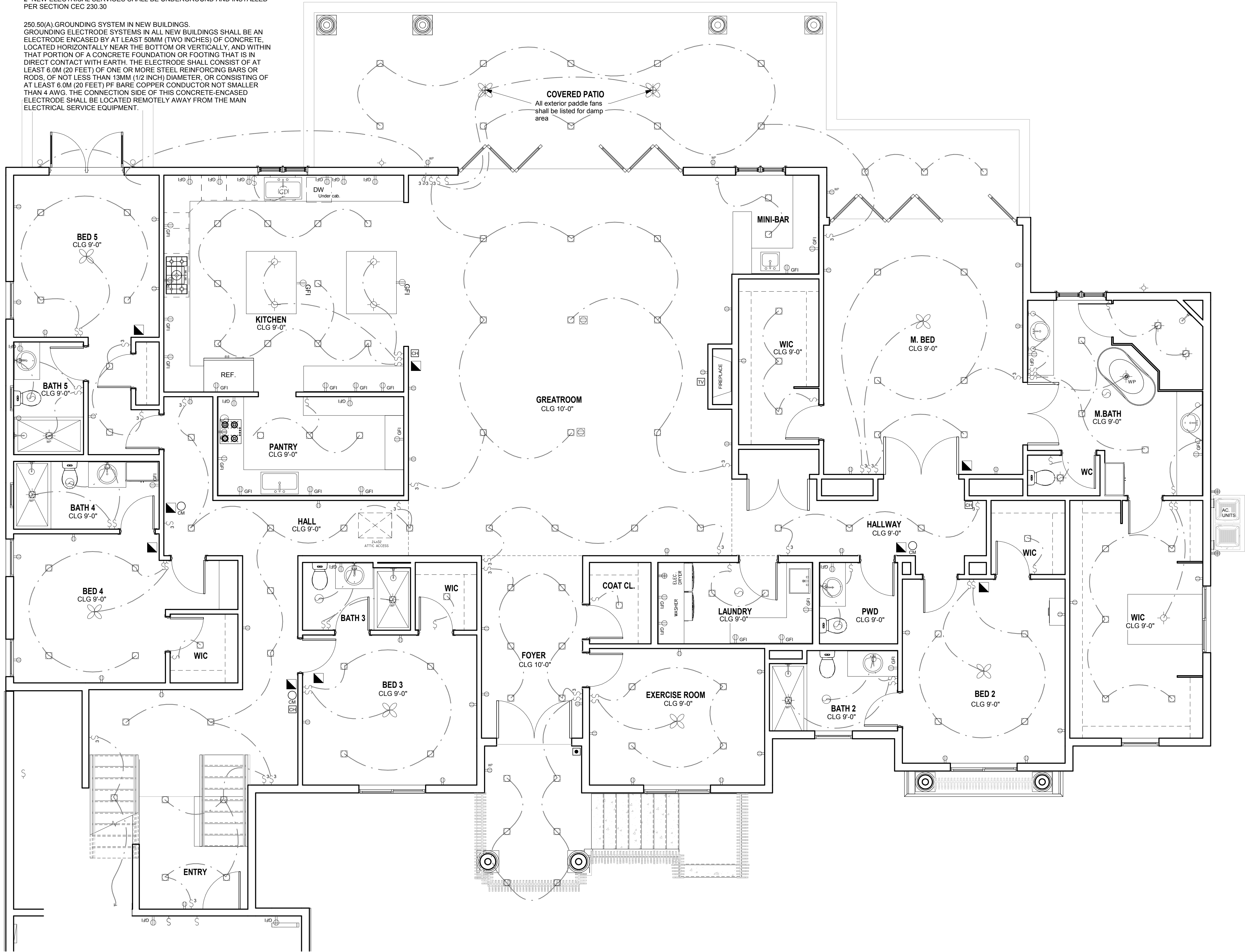
JOB N°: ###

SHEET N°: E1.0

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NOTE:
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2- NEW ELECTRICAL SERVICES SHALL BE UNDERGROUND AND INSTALLED PER SECTION CEC 230.30

250.50(A) GROUNDING SYSTEM IN NEW BUILDINGS.
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1 FIRST ELECTRICAL FLOOR PLAN
1/4" = 1'-0"

ELECTRICAL LEGEND	
	110V OUTLET, GROUND MOUNTED, WALL TYPE
	110V GROUND FAULT INTERRUPT
	110V GROUND FAULT INTERRUPT WEATHERPROOF
	ONLY WAY LIGHT SWITCH
	THREE WAY LIGHT SWITCH
	RECESSED LIGHT FIXTURE HIGH EFFICACY
	RECESSED FLUOR. LIGHT FIXTURE
	SURFACE MOUNTED FAN FIXTURE
	MANUAL-ON OCCUPANT SENSOR
	PHOTO / MOTION SENSOR
	PENDANT LIGHTING FIXTURE
	WALL MOUNTED LIGHT FIXTURE
	FLUORESCENT LIGHT FIXTURE
	CEILING FAN
	CEILING FAN WITH LIGHT
	DIMMER SWITCH
	EXHAUST FAN
	EXHAUST FAN WITH LIGHT
	CARBON MONOXIDE ALARM
	SMOKE DETECTOR WITHIN 4" TO 12" OF CLG.

- ### ELECTRICAL NOTES
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 - 210.8 GFCI ACCESSIBILITY GFCI SHALL BE INSTALLED IN A READILY ACCESSIBLE LOCATION. BREAKERS ARE BY DEFAULT READILY ACCESSIBLE, AND CAUTION MUST BE USED WHEN GFCI MAY BE BLOCKED BY ITEMS SUCH AS FURNITURE, REFRIGERATOR OR VENDING MACHINE.
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 - TO BE CONTROLLED BY DIMMERS.
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 - FOR NEW CONSTRUCTION, CARBON MONOXIDE ALARMS SHALL BE HARD WIRED WITH BATTERY BACKUP AND ALARMS SHALL BE INTERCONNECTED. (R315.1.1.2)
 - FOR NEW CONSTRUCTION, SMOKE ALARMS SHALL BE HARD WIRED WITH BATTERY BACKUP AND ALARMS SHALL BE INTERCONNECTED (R314.5)
 - ALL DWELLING UNIT 120V 15A, 20A BRANCH CIRCUITS THAN SUPPLYING OUTLETS IN KITCHEN FAMILY ROOMS, LIVING ROOMS, DINING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUNROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, LAUNDRY ROOM, MICROWAVE, MEDIA HUB PANEL, SMOKE AND CO DETECTORS, GARBAGE DISPOSAL, DISHWASHER, GAS RANGE IGNITER, REFRIGERATOR OR SIMILAR ROOMS, REQUIRE AFCI PROTECTION CEC 210.12
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B- PERMANENTLY INSTALLED LUMINAIRES LOCATED IN OTHER THAN KITCHENS, BATHROOMS, GARAGE, LAUNDRY ROOMS AND UTILITY ROOMS SHALL BE HIGH EFFICACY LUMINAIRES (EXCEPT CLOSETS LESS THAN 70 SQ.FT); OR ARE CONTROLLED BY A DIMMER SWITCH OR ARE CONTROLLED BY AN VACANCY SENSOR THAN COMPLIES WITH SECTION 119 THAT DOES NOT TURN ON AUTOMATICALLY OR HAVE AN ALWAYS ON OPTION. CEC 150(K)2K

C- LUMINAIRES PROVIDING OUTDOOR LIGHTING AND PERMANENTLY MOUNTED TO A RESIDENTIAL BUILDING OR TO OTHER BUILDINGS ON THE SAME LOT SHALL BE HIGH EFFICACY LUMINAIRES AND ARE CONTROLLED BY OCCUPANT SENSORS WITH INTEGRAL PHOTO CONTROL. CERTIFIED TO COMPLY WITH SECTION 119. CEC150(K)3A.

PARTNERED WITH

Revision	Revision Date

DESIGN FOR: VETERANS DESIGN & DEVELOPMENT
SINGLE FAMILY RESIDENCE
1333 Terra Vista Ct.
Milpitas, CA. 95035

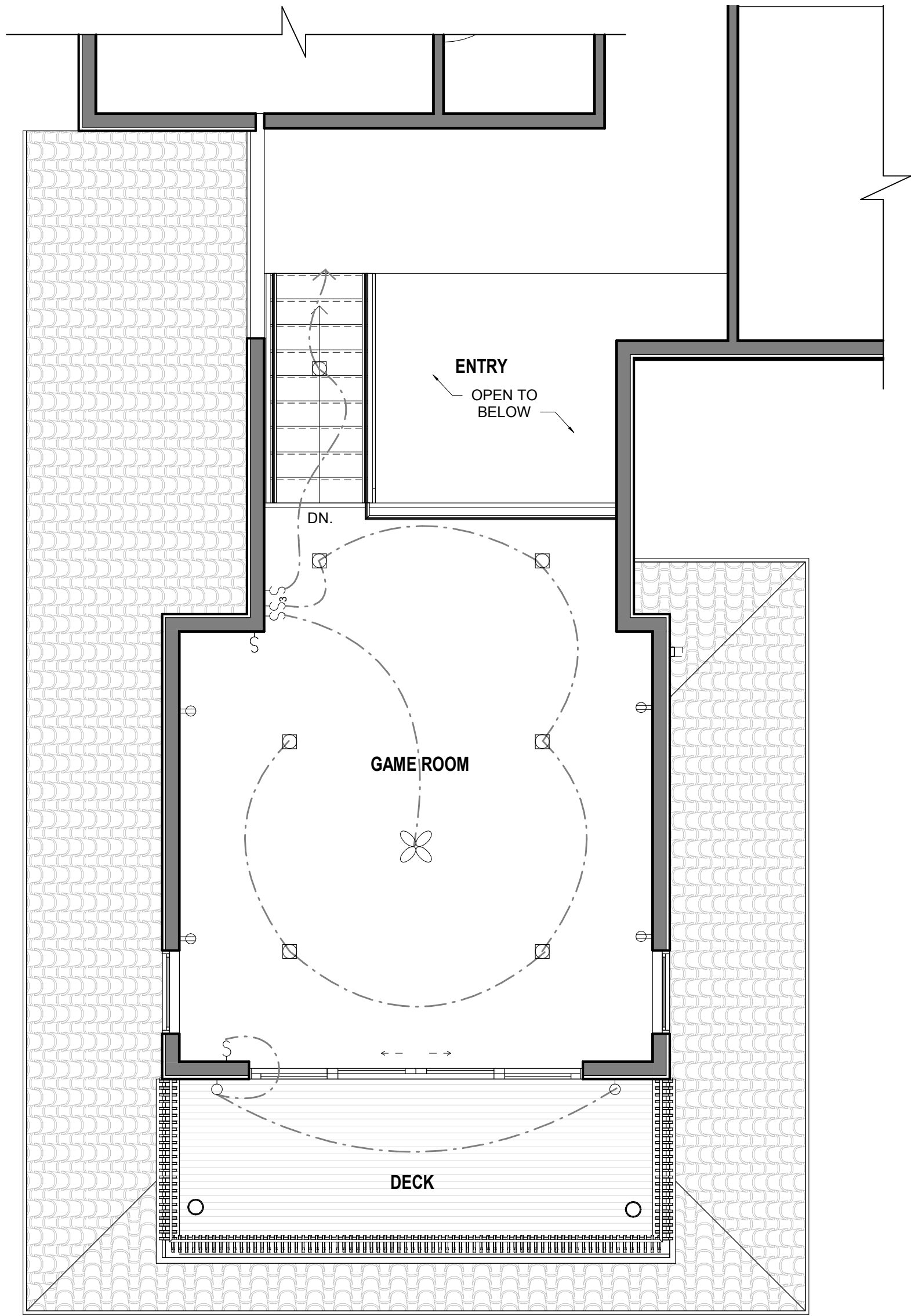
SHEET TITLE:
FIRST ELECTRICAL FLOOR PLAN

DATE:
AUG 29TH, 2022
SCALE:
1/4" = 1'-0"
JOB N°:
###

SHEET N°:
E1.1

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1 ELECTRICAL GAME ROOM FLOOR PLAN
1/4" = 1'-0"



ELECTRICAL LEGEND	
	110V OUTLET, GROUND MOUNTED, WALL TYPE
	110V GROUND FAULT INTERRUPT
	110V GROUND FAULT INTERRUPT WEATHERPROOF
	ONLY WAY LIGHT SWITCH
	THREE WAY LIGHT SWITCH
	RECESSED LIGHT FIXTURE HIGH EFFICACY
	RECESSED FLUOR. LIGHT FIXTURE
	SURFACE MOUNTED FAN FIXTURE
	MANUAL-ON OCCUPANT SENSOR
	PHOTO / MOTION SENSOR
	PENDANT LIGHTING FIXTURE
	WALL MOUNTED LIGHT FIXTURE
	FLUORESCENT LIGHT FIXTURE
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	CEILING FAN WITH LIGHT
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- 12- ALL RECEPTABLES IN BATHROOMS, GARAGES, ACCESORY BUILDING, OUTDOORS, CRAWL SPACES, UNFINISHED BASEMENTS, KITOHENS (WHERE RECEPTABLES SERVE COUNTER TOP SURFACES) DISHWASHER,LAUNDRY, UTILITY, WET BAR SINKS (WITHIN 6 FEET OF THE EDGE OD THE SINK), SHALL HAVE GROUND-FAULT CIRCUIT INTERRUPTER (GFCI) PROTECTION . (CEC 210.8D)
- 13- IN ALL AREAS SPECIFIED IN 210.52, ALL 120 VOLT, 15- AND 20- AMPERE RECEPTACLES SHALL BE LISTED TAMPER-RESISTANT RECEPTACLES. (CEC 406.11)
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Revision	
Revision Number	Revision Date

DESIGN FOR: VETERANS DESIGN & DEVELOPMENT

SINGLE FAMILY RESIDENCE

1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE: GAME ROOM ELECTRICAL FLOOR PLAN

DATE: AUG 29TH, 2022

SCALE: 1/4" = 1'-0"

JOB N°: ###

SHEET N°: E1.2

	SYMBOL	KEY	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS	WUCOLS
TREES		T1	QUERCUS SHUMARDII	SHUMARD OAK	3	24" BOX	STANDARD	LOW
		T2	DODONAEA V. PURPUREA	PURPLE LEAFED HOP BUSH	6	15 GAL.	NATURAL	LOW
SHRUBS		S1	ARCTOSTAPHYLOS D. HOWARD MCMINN	MCMINN MANZANITA	16	5 GAL.		LOW
		S2	HEUCHERA SANTA ANA CARDINAL	SANTA ANA CARDINAL CORAL BELLS	13	5 GAL.		LOW
		S3	CEANOTHUS CONCHA	CALIFORNIA MOUNTAIN LILAC	8	5 GAL.		LOW
		S4	GARRYA E. JAMES ROOF	SILK TASSEL	3	5 GAL.		LOW
		S5	MUHLENBERGIA RIGENS	DEER GRASS	3	5 GAL.		LOW
		S6	LIMONIUM PEREZII	SEA LAVENDER	28	5 GAL.		LOW
		S7	PENSTEMON H. MARGARITA BOP	FOOTHILL BEARDTONGUE	18	5 GAL.		LOW
GROUND COVERS		G1	ERIOGONUM G.V. RUBESCENS	SAN MIGUEL ISLAND BUCKWHEAT	--	1 GAL.	24" O.C	LOW
		G2	ROSMARINUS O. HUNTINGTON CARPET	HUNTINGTON CARPET ROSEMARY	--	1 GAL.	36" O.C	LOW
		G3	CEANOTHUS G.H. YANKEE POINT	YANKEE POINT CEANOTHUS	--	1 GAL.	60" O.C	LOW
		G4	NATIVE EROSION CONTROL SEED MIX	--	--	SEED	SEE NOTE*	LOW

Revision	
Revision Number	Revision Date

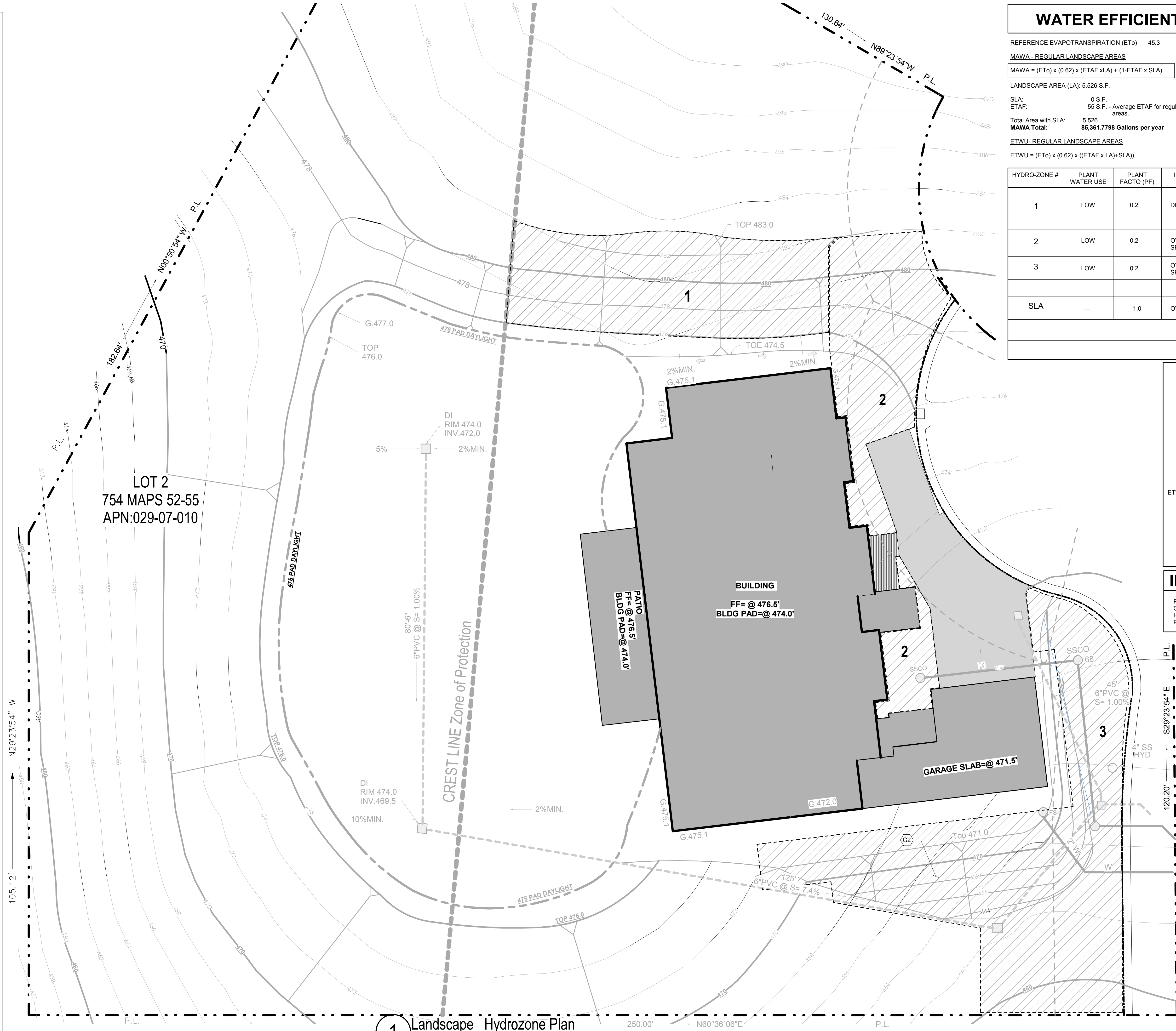
DESIGN FOR:
VETERANS DESIGN & DEVELOPMENT

SINGLE FAMILY RESIDENCE
1333 Terra Vista Ct.
Milpitas, CA. 95035

SHEET TITLE:

DATE:	AUG 29TH, 2022
SCALE:	As indicated
JOB N ^o :	###

SHEET N°:
L1.0



WATER EFFICIENT LANDSCAPE BUDGET CALCS:

REFERENCE EVAPOTRANSPIRATION (ET₀) 45.3

MAWA - REGULAR LANDSCAPE AREAS

$$MAWA = (ET_o) \times (0.62) \times (ETAF \times LA) + (1 - ETAF \times SLA)$$

LANDSCAPE AREA (LA): 5,526 S.F.

SLA: 0 S.F.

ETAF: 55 S.F. - Average ETAF for regular landscape areas must be 0.55 residential areas, and 0.45 for non-residential areas.

Total Area with SLA: 5,526
MAWA Total: 85,361.7798 Gallons per year

ETWU- REGULAR LANDSCAPE AREAS

$$ETWU = (ET_0) \times (0.62) \times ((ETAF \times LA) + SLA)$$

HYDRO-ZONE #	PLANT WATER USE	PLANT FACTO (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY	ETAF (PF/IE)	HYDRO-ZONE AREA	ETAF x AREA	ETWU
1	LOW	0.2	DRIP	0.81	0.247	1,500	370.5	10,405.863
2	LOW	0.2	OVERHEAD SPRAY	0.70	0.286	1,261	360.65	10,129.2159
3	LOW	0.2	OVERHEAD SPRAY	0.70	0.286	2,765	790.8	22,210.4088
SLA	---	1.0	OVERHEAD	1.00	1.000	0	0	0

ETWU TOTALS:	5,526	1,521.95	42,755.5
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TOTAL AREA WITH ALL ZONES AND SLA: 5,52

ETAF CALCULATIONS:

Total ETAF x Area: 1,521.95

Total Area: 5,526 S.F.

Average ETAF 0.282 Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non- residential areas.

ETWU CALCULATIONS

$$ETWU = (ET_o) \times (0.62) \times [((PF \times LA) / IE) + SLA]$$

	Eto	Conv. Factor	PF x Area / IE	SLA
ETWU :	45.30	0.62	1,579	0
WU (Gallon per year):	44,348			

TOTALS

MAWA Total: 85,361.7798 Gallons per year

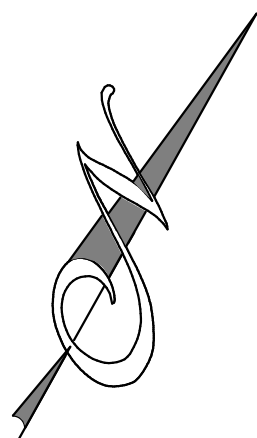
ETWU Total: 44,348 Gallons per year

51.9 % Reduction of portable Irrigation Water

IRRIGATION HYDRO-ZONE LEGEND

PLANTS ARE GROUP TO HAVE MATCHING WATER REQUIREMENTS AND MICRO-CLIMATE CHARACTERISTICS.
HYDROZONE DESIGNATION IS DETERMINED BY HIGHEST WATER REQUIREMENTS PLANTING IN ZONE.

	LOW WATER REQUIREMENTS (DROUGHT TOLERANT PLANTING)
1	LANDSCAPE AREA NOT PART OF SCOPE OF WORK. AREA NOT TO BE INCLUDED IN WATER BUDGET CALCULATIONS.
HYDRO-ZONE AREA	
1	LANDSCAPE AREA = 1,500 SF.
2	LANDSCAPE AREA = 1,261 SF.
3	LANDSCAPE AREA = 2,765 SF.



1 Landscape Hydrozone Plan
1" = 10'-0"

Revision

Revision Number	Revision Date
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DESIGN FOR:
VETERANS DESIGN & DEVELOPMENT

SHEET TITLE:
LND_HYDROZONE PLAN

DATE:
AUG 29TH, 2022

As indicated

JOB N°:
###

SHEET N°

L2.0

Revision	
Revision Number	Revision Date
DESIGN FOR: VETERANS DESIGN & DEVELOPMENT SINGLE FAMILY RESIDENCE 1333 Terra Vista Ct Mojave, CA. 95035	
SHEET TITLE: LAND TYP. DETAILS DATE: AUG 29TH, 2022 SCALE: JOB N°: ### SHEET N°: L3.0	

1	DRIP LINE AIR RELIEF VALVE
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2	DRIP LINE CONTROL ZONE KIT DETAIL
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3	DRIP EMITTER LINE DETAIL
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4	DRIP EMITTER LINE DETAIL
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XFD ON-SURFACE DRIP LINE

XFD ON-SURFACE DRIPLINE

XFD ON-SURFACE DRIPLINE

NOTES:

1. ONE OPERATION INDICATOR FOR EACH DRIP VALVE CIRCUIT.
2. PLACE INDICATOR FOR EASY IDENTIFICATION DURING OPERATION.

9	FLUSH POINT DETAIL
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10	TREE BUBBLER DETAIL
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11

	12
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Revision	
Revision Number	Revision Date

DESIGN FOR: VETERANS DESIGN & DEVELOPMENT

SHEET TITLE:
LND_TYP. DETAILS

DATE:	AUG 29TH, 2022
SCALE:	

JOB N°:
###

SHEET N°:

L3.1







NO
STOPPING
FIRE
LANE













CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Approving the Revised Policy on Discontinuance of Residential Water Service (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	10/18/2022
	<u>Recommendation:</u> Adopt a resolution approving the Revised Policy on Discontinuance of Residential Water Service.

BACKGROUND:

In September 2018, Governor Brown approved Senate Bill 998 which regulates the discontinuance of residential water service for urban and community water systems.

SB 998 requires an urban and community water system such as the one operated by the City to have a written policy ("Policy") on discontinuation of water service to certain types of residences for nonpayment, available in prescribed languages. In addition, SB998 has certain other requirements including it prohibits residential service from being discontinued if the customer is willing to enter into a plan for deferred payment or an alternative payment arrangement with respect to residential customers who demonstrate household income below 200% of the federal poverty line and provide certification from a primary care provider that the discontinuation of water would be life threatening or pose a serious threat to the health and safety of a resident of the premises.

On December 3, 2019, Council introduced Ordinance No. 120.49 amending Title VIII, Chapter 1 of the Milpitas Municipal Code relating to discontinuance and restoration of water service and adopted a resolution approving a policy on discontinuance of residential water service effective. The ordinance was adopted on December 17, 2019 and the policy on discontinuance of residential water service was effective February 1, 2020.

The COVID Pandemic immediately prompted the nation and the City into shelter-in-place orders starting in March 2020, which was prolonged by subsequent State Orders. As a result of the threat of COVID-19, Governor Gavin Newsome proclaimed a state of emergency in California on March 4, 2020. California Water Code Section 106.3 states that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. In April 2020, a State moratorium on discontinuance of water service was issued. The moratorium expired on December 31, 2021. Council approved extending the moratorium locally through March 31, 2022.

ANALYSIS:

On June 21, 2022, the City Council accepted the water and wastewater arrearage grants in the amount of \$248,048 from the Water State Board and authorized a \$80,000 grant to subsidize qualifying residential accounts with an outstanding balance of 85 days and over. Both the State moratorium on water shut off and the Milpitas grants for qualifying residential utility account suspended the City local policy on discontinuance of residential water services that took effect February 1, 2020.

After implementing the Milpitas grant subsidies to assist qualifying residential accounts, the City is resuming its operations in accordance with SB998 and City policy on discontinuance of residential water services. It was discovered that the City policy on discontinuance of residential water services needed clarification to align with

SB998 on qualifying customers for alternative payment arrangements. Additionally, the payment extension term from 6 months to 3 months needed to align with the City utility billing cycle.

This agenda report includes a redline version and clean version of the proposed revision to the City policy on discontinuance of residential water services. As of October 11, 2022, there are only five (5) residential utility accounts shut off amongst the City's 14,345 residential utility accounts. These policy revisions will not impact current alternative payment arrangements and provide more clarity to the general public and Staff for proper administration.

POLICY ALTERNATIVE(S):

Alternative 1:

Deny approval of the revised policy on discontinuance of residential water service.

Pros: None

Cons: Creates ambiguity as to who qualifies for alternative payment arrangements and extensions will negatively impact billing cycles for residential accounts.

Reason for Not Recommending: It is best practice to align City policy with State legislation as required and to the extent operationally effective. Staff recommends the City Council approve the revised policy on discontinuance of residential water service.

FISCAL IMPACT:

The revised policy on discontinuance of residential water service aligns with SB998 and the payment extensions and/or alternative payment arrangement impacts on uncollectible revenues is not determinable.

RECOMMENDATION:

Adopt a resolution approving the Revised Policy on Discontinuance of Residential Water Service.

Attachment(s):

1. Redline version – Revised Policy on Discontinuance of Residential Water Service
2. Clean version – Revised Policy on Discontinuance of Residential Water Service

No. 26.3
 Effective: 2/1/20
 Revision: [10/18/22](#)

CITY OF MILPITAS, CALIFORNIA
STANDARD OPERATING PROCEDURE

SUBJECT: POLICY ON DISCONTINUANCE OF RESIDENTIAL WATER SERVICE

1. **Application of Policy.** This Policy on Discontinuance of Residential Water Service (this “Policy”) shall apply to all City accounts for residential water service, but shall not apply to any accounts for non-residential service. To the extent this Policy conflicts with any other rules, regulations, or policies of the City, this Policy shall control.

2. **Contact Information.** For questions or assistance regarding your water bill, the City’s Customer Service staff can be reached at (408) 586-3100. Customers may also visit the City’s Customer Service desk in person Monday through Friday, from 8:00a.m. to 5:00p.m., except on City holidays.

3. **Billing Procedures.** Water service charges are payable to the City once every two months or at such other frequency as determined by the City Council from time to time. All bills for water service are due and payable within twenty-one (21) days after mailing or e-mailing by the City. Any bills not paid within such period are considered delinquent.

4. **Discontinuance of Water Service for Nonpayment.** If a bill is delinquent for at least sixty-three (63) days, the City may discontinue water service to the service address.

4.1 **Written Notice to Customer.** The City will provide mailed Reminder Notices to the customer of record at least fifteen (15) days before discontinuance of water service. The Reminder Notice will contain:

- (a) the name and address of the customer;
- (b) the amount of the delinquency;
- (c) the date by which payment or payment arrangements must be made to avoid discontinuance of service;
- (d) the procedure by which the customer may initiate a complaint or request an investigation or appeal concerning service or charges, unless included in the water bills;
- (e) a description of the procedure by which the customer may request an alternative payment arrangement, which may include an extension or alternative payment schedule;
- (f) the procedure for the customer to obtain information on financial assistance, if applicable; and
- (g) the telephone number where the customer may request a payment arrangement or receive additional information from the City.

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4.2 Final Notice to Customers and Written Notice to Occupants or Tenants.

(a) The City will send Final Notices to the customer of record at least ten (10) days before discontinuance of water service.

(b) The City will also send a notice to the occupants living at the service address at least ten (10) days before discontinuance of water service under the following circumstances: (1) the City furnishes individually metered service to a single-family dwelling, multi-unit residential structure, mobile home park, or farm labor camp and the owner, manager, or operator is the customer of record; or (2) the customer of record's mailing address is not the same as the service address. The notice will be addressed to "Occupant," will contain the information required in Section 4.1 above, and will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account. Terms and conditions for occupants to become customers of the City are provided in Section 8 below.

(c) If the City furnishes water through a master meter in a multi-unit residential structure, mobile home park, or permanent residential structures in a labor camp and the owner, manager, or operator is the customer of record, the City will make a good faith effort to inform the occupants, by means of written notice posted on the door of each residential unit at least fifteen (15) days prior to termination, that the account is in arrears and the service will be terminated on a date specified in the notice. If it is not reasonable or practicable to post the notice on the door of each unit, the City will post two (2) copies of the notice in each accessible common area and at each point of access to the structure or structures. The notice will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account. The notice will also specify what the occupants are required to do in order to prevent termination of, or to reestablish service; the estimated monthly cost of service; the title, address, and telephone number of a representative of the City who can assist the occupants in continuing service; and the address or telephone number of a qualified legal services project that has been recommended by the local county bar association. Terms and conditions for occupants to become customers of the City are provided in Section 8 below.

(d) The City will assess a penalty of 5% at the time of issuance of the Reminder Notice and an additional penalty of 5% at the time of issuance of the Final Notice.

4.3 In-Person or Telephonic Notice. The City will also make a reasonable, good faith effort to contact the customer of record or adult person living at the premises of the customer in person or by telephone at least seven (7) business days before discontinuance of service. The City will offer to provide in writing a copy of this Policy and to discuss options to avert discontinuance of water service for nonpayment, including the possibility of an extension or other payment arrangement.

4.4 Posting of Notice at Service Address. If the City is unable to make contact with the customer or an adult person living at the service address in person or by telephone, the City will make a good faith effort to leave a notice of imminent discontinuance of residential service and a copy of this Policy in a conspicuous place at the service address. The notice and copy of

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this Policy will be left at the residence at least forty-eight (48) hours before discontinuance of service. The City will assess a service charge for this notice. The notice will include:

- (a) the name and address of the customer;
- (b) the amount of the delinquency;
- (c) the date by which payment or payment arrangements must be made to avoid discontinuance of service;
- (d) the procedure for the customer to obtain information on financial assistance, if applicable; and
- (e) the telephone number where the customer may request a payment arrangement or receive additional information from the City.

4.5 Circumstances Under Which Service Will Not Be Discontinued. The City will not discontinue residential water service for nonpayment under the following circumstances:

- (a) During an investigation by the City of a customer dispute or complaint under Section 5.1 below;
- (b) During the pendency of an appeal to the City Council under Section 5.3 below; or
- (c) During the period of time in which a customer's payment is subject to a City-approved extension or alternative payment schedule under Section 6 below, and the customer remains in compliance with the approved payment arrangement.

4.6 Circumstances Under Which Service Through a Master Meter Will Not Be Discontinued. If the City furnishes water through a master meter in a multi-unit residential structure, mobile home park, or permanent residential structures in a labor camp and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the City will not discontinue residential water service for nonpayment under the following circumstances:

- (a) When the customer's indebtedness is owed to another public agency, or when the obligation represented by the delinquent account or indebtedness was incurred with any public agency other than the City's water utility;
- (b) If a delinquent account relates to another property owned, managed, or operated by the customer;
- (c) If a public health or building officer certifies that termination would result in a significant threat to the health or safety of the residential occupants or the public.

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4.7 Special Medical and Financial Circumstances Under Which Services Will Not Be Discontinued.

- (a) The City will not discontinue water service if all of the following conditions are met:
 - (i) The customer, or a tenant of the customer, submits to the City the certification of a licensed primary care provider that discontinuance of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided;
 - (ii) The customer demonstrates that he or she is financially unable to pay for residential service within the City's normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if: (a) any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level; and
 - (iii) The customer is willing to enter into an alternative payment arrangement, including an extension or alternative payment schedule with respect to the delinquent charges.
- (b) For any customers who meet all of the above conditions, the City shall offer the customer one of the following options, to be selected by the City in its discretion: (1) an extension of the payment period; or (2) an alternative payment schedule. The City's Finance Director will select the most appropriate payment arrangement, taking into consideration the information and documentation provided by the customer, as well as the City's payment needs.
- (c) The customer is responsible for demonstrating that the conditions in subsection (a) have been met. Upon receipt of documentation from the customer, the City will review the documentation within seven (7) days and: (1) notify the customer of the alternative payment arrangement selected by the City and request the customer's signed assent to participate in that alternative arrangement; (2) request additional information from the customer; or (3) notify the customer that he or she does not meet the conditions in subsection (a).
- (d) The City may discontinue water service if a customer who has been granted an alternative payment arrangement under this section fails to do any of the

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following for sixty (60) days or more: (a) to pay his or her unpaid charges by the extended payment date; (b) to pay any amount due under an alternative payment schedule; or (c) to pay his or her current charges for water service. The City will post a warning notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuance of service. The final notice will not entitle the customer to any investigation or review by the City.

4.8 Time of Discontinuance and Restoration of Service. The City will only discontinue water service during business hours.

4.9 Restoration of Service. Customers whose water service has been discontinued may contact the City by telephone or in person regarding restoration of service. Restoration shall be subject to payment of: (a) any past-due amounts, including applicable penalties; (b) any reconnection fees as approved by the City Council through the adoption of the Master Fee Schedule, subject to the limitations in Section 7.1, if applicable; (c) and a security deposit, if required by the City.

5. **Procedures to Contest or Appeal a Bill.**

5.1 Time to Initiate Complaint or Request an Investigation. A customer may protest the amount of a bill by submitting a written complaint or request for an investigation within fifteen (15) days after presentation or mailing of the bill to the customer, whichever is earlier.

5.2 Review by City. A timely complaint or request for investigation shall be reviewed by a manager of the Finance Department, who shall provide a written determination to the customer. The review will include consideration of whether the customer may receive an extension, or alternative payment schedule, under Section 6. The City may, in its discretion, review untimely complaints or requests for investigation; however, such complaints or requests are not subject to appeal.

5.3 Appeal to City Council. Any customer whose timely complaint or request for an investigation pursuant to this Section 5 has resulted in an adverse determination may appeal the determination to the City Council by filing a written notice of appeal with the City Clerk within ten (10) business days of the City's mailing of its determination. Upon receiving the notice of appeal, the City Clerk will set the matter to be heard at an upcoming City Council meeting and mail the customer written notice of the time and place of the hearing at least ten (10) days before the meeting. The decision of the City Council shall be final.

6. **Extensions and Other Alternative Payment Arrangements.**

6.1 Time to Request an Extension or Other Alternative Payment Arrangement. If a customer is unable to pay a bill during the normal payment period, the customer may request, in writing, an extension or other alternative payment arrangement described in this Section 6. If a customer submits his or her request within thirteen (13) days after mailing of a final written notice

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of discontinuance of service by the City, the request will be reviewed by a manager of the Finance Department. City decisions regarding extensions and other alternative payment arrangements are final and are not subject to appeal to the City Council.

6.2 Extension. Upon request, a customer's payment of his or her unpaid balance may be temporarily extended for a period not to exceed three (3) months after the original due date of the balance. The City's Finance Director or designee shall determine, in his or her discretion, how long an extension shall be provided to the customer. The customer shall pay the full unpaid balance plus penalties by the date set by the City and must remain current on all water service charges accruing during any subsequent billing periods. No more than one (1) extension pursuant to section 6.2 shall be allowed per account within any consecutive twenty-four (24) month period. If a customer has used his or her payment extensions and cannot pay or keep current with his or her payments, payment terms including an alternate payment agreement may be available so long as the customer is a Qualified Customer as defined in section 6.3.

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6.3 Alternative Payment Schedule. Any Qualified Customer may pay his or her unpaid balance plus penalties pursuant to an alternative payment schedule that will not exceed twelve (12) months, as determined by the City's Finance Director in his or her discretion. If approved, the alternative payment schedule may allow periodic lump-sum payments that do not coincide with the City's established payment date or may provide for payments made more or less frequently than the City's regular payment date. During the period of the alternative payment schedule, the customer must remain current on all water service charges accruing during any subsequent billing periods. The alternative payment schedule and amounts due will be set forth in writing and provided to the customer.

Deleted: The extended payment date will be set forth in writing and provided to the customer.

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A Qualified Customer for the purpose of this section is any customer for which all of the following conditions are met:

- a. The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
- b. Any member of the customer's household is a current recipient of CalWORKs, CalFresh, State or local general assistance programs, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the Customer declares that the household's annual income is less than two hundred percent (200%) of the federal poverty level.
- c. The customer is willing to enter into an Alternate Payment Agreement as defined herein.

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6.4 Failure To Comply. If a customer has been granted a payment arrangement under this Section 6 and fails to: (1) pay the unpaid charges by the extension date; or (2) pay an amount due under an alternative payment schedule; then the City may terminate water service. The City will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuance of service. The final notice will not entitle the customer to any investigation or review by the City.

7. Specific Programs for Low-Income Customers.

7.1 Reconnection Fee Limits. For residential customers who demonstrate to the City a household income below 200 percent of the federal poverty line, the City will limit any service restoration charges during normal operating hours to fifty dollars (\$50), and during non-operational hours to one hundred fifty dollars (\$150) for 2020. The limits will only apply if the City's service restoration charges actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.

7.2 Qualifications. The City will deem a residential customer to have a household income below 200 percent of the federal poverty line if: (a) any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level.

8. Procedures for Occupants or Tenants to Become Customers of the City.

8.1 Applicability. This Section 8 shall apply only when the property owner, landlord, manager, or operator of a residential service address is listed as the customer of record and has been issued a notice of intent to discontinue water service due to nonpayment.

8.2 Agreement to City Terms and Conditions of Service. The City will make service available to the actual residential occupants if each occupant agrees to the terms and conditions of service and meets the requirements of the City's ordinance. Notwithstanding, if one or more of the occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the City, or if there is a physical means, legally available to the City, of selectively discontinuing service to those occupants who have not met the requirements of the City's rules and regulations, the City shall make service available to the occupants who have met those requirements.

8.3 Verification of Tenancy. To be eligible to become a customer without paying the amount due on the delinquent account, the occupant shall verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the City.

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9. **Third Party Notification Service for Seniors and Dependent Adults.** The City will make available, to residential customers who are 65 years or older, or who are dependent adults (as defined in Welfare and Institutions Code Section 15610(b)(1)), a third-party notification service whereby the City will attempt to notify a person designated by the customer to receive notification when the customer's account is past-due and subject to termination. The notification will include information on what is required to prevent termination of service. The City will mail the notification to the designated third party at least ten (10) days before termination of service. To participate, the customer must submit a request for third-party notification on a form provided by the City, and must include the written consent of the designated third party. The notification service does not obligate the third party to pay any overdue charges, nor shall it prevent or delay termination of service.

10. **Language for Certain Written Notices.** All written notices under Section 4 and Section 6.6 of this Policy shall be provided in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten percent (10%) or more people within the City's service area.

11. **Other Remedies.** In addition to discontinuance of water service, the City may pursue any other remedies available in law or equity for nonpayment of water service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the City, the City shall be entitled to the payment of all costs and expenses, including attorneys' fees, and accumulated interest.

12. **Discontinuance of Water Service for Other Customer Violations.** The City reserves the right to discontinue water service for any violations of City ordinances, rules, or regulations other than nonpayment.

13. **Fees and Charges Incurred.** Except as otherwise expressly stated in this Policy, any fees and charges incurred by a customer under any other rules, regulations, or policies of the City, including, but not limited to, delinquent charges, shall be due and payable as set forth therein.

14. **Decisions by City Staff.** Any decision which may be taken by the City's Finance Director under this Policy may be taken by his or her designee.

CITY OF MILPITAS, CALIFORNIA
STANDARD OPERATING PROCEDURE

SUBJECT: POLICY ON DISCONTINUANCE OF RESIDENTIAL WATER SERVICE

1. **Application of Policy.** This Policy on Discontinuance of Residential Water Service (this “Policy”) shall apply to all City accounts for residential water service, but shall not apply to any accounts for non-residential service. To the extent this Policy conflicts with any other rules, regulations, or policies of the City, this Policy shall control.

2. **Contact Information.** For questions or assistance regarding your water bill, the City’s Customer Service staff can be reached at (408) 586-3100. Customers may also visit the City’s Customer Service desk in person Monday through Friday, from 8:00a.m. to 5:00p.m., except on City holidays.

3. **Billing Procedures.** Water service charges are payable to the City once every two months or at such other frequency as determined by the City Council from time to time. All bills for water service are due and payable within twenty-one (21) days after mailing or e-mailing by the City. Any bills not paid within such period are considered delinquent.

4. **Discontinuance of Water Service for Nonpayment.** If a bill is delinquent for at least sixty-three (63) days, the City may discontinue water service to the service address.

4.1 **Written Notice to Customer.** The City will provide mailed Reminder Notices to the customer of record at least fifteen (15) days before discontinuance of water service. The Reminder Notice will contain:

- (a) the name and address of the customer;
- (b) the amount of the delinquency;
- (c) the date by which payment or payment arrangements must be made to avoid discontinuance of service;
- (d) the procedure by which the customer may initiate a complaint or request an investigation or appeal concerning service or charges, unless included in the water bills;
- (e) a description of the procedure by which the customer may request an alternative payment arrangement, which may include an extension or alternative payment schedule;
- (f) the procedure for the customer to obtain information on financial assistance, if applicable; and
- (g) the telephone number where the customer may request a payment arrangement or receive additional information from the City.

4.2 Final Notice to Customers and Written Notice to Occupants or Tenants.

(a) The City will send Final Notices to the customer of record at least ten (10) days before discontinuance of water service.

(b) The City will also send a notice to the occupants living at the service address at least ten (10) days before discontinuance of water service under the following circumstances: (1) the City furnishes individually metered service to a single-family dwelling, multi-unit residential structure, mobile home park, or farm labor camp and the owner, manager, or operator is the customer of record; or (2) the customer of record's mailing address is not the same as the service address. The notice will be addressed to "Occupant," will contain the information required in Section 4.1 above, and will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account. Terms and conditions for occupants to become customers of the City are provided in Section 8 below.

(c) If the City furnishes water through a master meter in a multi-unit residential structure, mobile home park, or permanent residential structures in a labor camp and the owner, manager, or operator is the customer of record, the City will make a good faith effort to inform the occupants, by means of written notice posted on the door of each residential unit at least fifteen (15) days prior to termination, that the account is in arrears and the service will be terminated on a date specified in the notice. If it is not reasonable or practicable to post the notice on the door of each unit, the City will post two (2) copies of the notice in each accessible common area and at each point of access to the structure or structures. The notice will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account. The notice will also specify what the occupants are required to do in order to prevent termination of, or to reestablish service; the estimated monthly cost of service; the title, address, and telephone number of a representative of the City who can assist the occupants in continuing service; and the address or telephone number of a qualified legal services project that has been recommended by the local county bar association. Terms and conditions for occupants to become customers of the City are provided in Section 8 below.

(d) The City will assess a penalty of 5% at the time of issuance of the Reminder Notice and an additional penalty of 5% at the time of issuance of the Final Notice.

4.3 In-Person or Telephonic Notice. The City will also make a reasonable, good faith effort to contact the customer of record or adult person living at the premises of the customer in person or by telephone at least seven (7) business days before discontinuance of service. The City will offer to provide in writing a copy of this Policy and to discuss options to avert discontinuance of water service for nonpayment, including the possibility of an extension or other payment arrangement.

4.4 Posting of Notice at Service Address. If the City is unable to make contact with the customer or an adult person living at the service address in person or by telephone, the City will make a good faith effort to leave a notice of imminent discontinuance of residential service and a copy of this Policy in a conspicuous place at the service address. The notice and copy of

this Policy will be left at the residence at least forty-eight (48) hours before discontinuance of service. The City will assess a service charge for this notice. The notice will include:

- (a) the name and address of the customer;
- (b) the amount of the delinquency;
- (c) the date by which payment or payment arrangements must be made to avoid discontinuance of service;
- (d) the procedure for the customer to obtain information on financial assistance, if applicable; and
- (e) the telephone number where the customer may request a payment arrangement or receive additional information from the City.

4.5 Circumstances Under Which Service Will Not Be Discontinued. The City will not discontinue residential water service for nonpayment under the following circumstances:

- (a) During an investigation by the City of a customer dispute or complaint under Section 5.1 below;
- (b) During the pendency of an appeal to the City Council under Section 5.3 below; or
- (c) During the period of time in which a customer's payment is subject to a City-approved extension or alternative payment schedule under Section 6 below, and the customer remains in compliance with the approved payment arrangement.

4.6 Circumstances Under Which Service Through a Master Meter Will Not Be Discontinued. If the City furnishes water through a master meter in a multi-unit residential structure, mobile home park, or permanent residential structures in a labor camp and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the City will not discontinue residential water service for nonpayment under the following circumstances:

- (a) When the customer's indebtedness is owed to another public agency, or when the obligation represented by the delinquent account or indebtedness was incurred with any public agency other than the City's water utility;
- (b) If a delinquent account relates to another property owned, managed, or operated by the customer;
- (c) If a public health or building officer certifies that termination would result in a significant threat to the health or safety of the residential occupants or the public.

4.7 Special Medical and Financial Circumstances Under Which Services Will Not Be Discontinued.

- (a) The City will not discontinue water service if all of the following conditions are met:
 - (i) The customer, or a tenant of the customer, submits to the City the certification of a licensed primary care provider that discontinuance of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided;
 - (ii) The customer demonstrates that he or she is financially unable to pay for residential service within the City's normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if: (a) any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level; and
 - (iii) The customer is willing to enter into an alternative payment arrangement, including an extension or alternative payment schedule with respect to the delinquent charges.
- (b) For any customers who meet all of the above conditions, the City shall offer the customer one of the following options, to be selected by the City in its discretion: (1) an extension of the payment period; or (2) an alternative payment schedule. The City's Finance Director will select the most appropriate payment arrangement, taking into consideration the information and documentation provided by the customer, as well as the City's payment needs.
- (c) The customer is responsible for demonstrating that the conditions in subsection (a) have been met. Upon receipt of documentation from the customer, the City will review the documentation within seven (7) days and: (1) notify the customer of the alternative payment arrangement selected by the City and request the customer's signed assent to participate in that alternative arrangement; (2) request additional information from the customer; or (3) notify the customer that he or she does not meet the conditions in subsection (a).
- (d) The City may discontinue water service if a customer who has been granted an alternative payment arrangement under this section fails to do any of the

following for sixty (60) days or more: (a) to pay his or her unpaid charges by the extended payment date; (b) to pay any amount due under an alternative payment schedule; or (c) to pay his or her current charges for water service. The City will post a warning notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuance of service. The final notice will not entitle the customer to any investigation or review by the City.

4.8 Time of Discontinuance and Restoration of Service. The City will only discontinue water service during business hours.

4.9 Restoration of Service. Customers whose water service has been discontinued may contact the City by telephone or in person regarding restoration of service. Restoration shall be subject to payment of: (a) any past-due amounts, including applicable penalties; (b) any reconnection fees as approved by the City Council through the adoption of the Master Fee Schedule, subject to the limitations in Section 7.1, if applicable; (c) and a security deposit, if required by the City.

5. Procedures to Contest or Appeal a Bill.

5.1 Time to Initiate Complaint or Request an Investigation. A customer may protest the amount of a bill by submitting a written complaint or request for an investigation within fifteen (15) days after presentation or mailing of the bill to the customer, whichever is earlier.

5.2 Review by City. A timely complaint or request for investigation shall be reviewed by a manager of the Finance Department, who shall provide a written determination to the customer. The review will include consideration of whether the customer may receive an extension, or alternative payment schedule, under Section 6. The City may, in its discretion, review untimely complaints or requests for investigation; however, such complaints or requests are not subject to appeal.

5.3 Appeal to City Council. Any customer whose timely complaint or request for an investigation pursuant to this Section 5 has resulted in an adverse determination may appeal the determination to the City Council by filing a written notice of appeal with the City Clerk within ten (10) business days of the City's mailing of its determination. Upon receiving the notice of appeal, the City Clerk will set the matter to be heard at an upcoming City Council meeting and mail the customer written notice of the time and place of the hearing at least ten (10) days before the meeting. The decision of the City Council shall be final.

6. Extensions and Other Alternative Payment Arrangements.

6.1 Time to Request an Extension or Other Alternative Payment Arrangement. If a customer is unable to pay a bill during the normal payment period, the customer may request, in writing, an extension or other alternative payment arrangement described in this Section 6. If a customer submits his or her request within thirteen (13) days after mailing of a final written notice

of discontinuance of service by the City, the request will be reviewed by a manager of the Finance Department. City decisions regarding extensions and other alternative payment arrangements are final and are not subject to appeal to the City Council.

6.2 Extension. Upon request, a customer's payment of his or her unpaid balance may be temporarily extended for a period not to exceed three (3) months after the original due date of the balance. The City's Finance Director or designee shall determine, in his or her discretion, how long an extension shall be provided to the customer. The customer shall pay the full unpaid balance plus penalties by the date set by the City and must remain current on all water service charges accruing during any subsequent billing periods. No more than one (1) extension pursuant to section 6.2 shall be allowed per account within any consecutive twenty-four (24) month period. If a customer has used his or her payment extensions and cannot pay or keep current with his or her payments, payment terms including an alternate payment agreement may be available so long as the customer is a Qualified Customer as defined in section 6.3.

6.3 Alternative Payment Schedule. Any Qualified Customer may pay his or her unpaid balance plus penalties pursuant to an alternative payment schedule that will not exceed twelve (12) months, as determined by the City's Finance Director in his or her discretion. If approved, the alternative payment schedule may allow periodic lump-sum payments that do not coincide with the City's established payment date or may provide for payments made more or less frequently than the City's regular payment date. During the period of the alternative payment schedule, the customer must remain current on all water service charges accruing during any subsequent billing periods. The alternative payment schedule and amounts due will be set forth in writing and provided to the customer.

A Qualified Customer for the purpose of this section is any customer for which all of the following conditions are met:

- a. The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
- b. Any member of the customer's household is a current recipient of CalWORKs, CalFresh, State or local general assistance programs, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the Customer declares that the household's annual income is less than two hundred percent (200%) of the federal poverty level.
- c. The customer is willing to enter into an Alternate Payment Agreement as defined herein.

6.4 Failure To Comply. If a customer has been granted a payment arrangement under this Section 6 and fails to: (1) pay the unpaid charges by the extension date; or (2) pay an amount due under an alternative payment schedule; then the City may terminate water service. The City will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuance of service. The final notice will not entitle the customer to any investigation or review by the City.

7. **Specific Programs for Low-Income Customers.**

7.1 Reconnection Fee Limits. For residential customers who demonstrate to the City a household income below 200 percent of the federal poverty line, the City will limit any service restoration charges during normal operating hours to fifty dollars (\$50), and during non-operational hours to one hundred fifty dollars (\$150) for 2020. The limits will only apply if the City's service restoration charges actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.

7.2 Qualifications. The City will deem a residential customer to have a household income below 200 percent of the federal poverty line if: (a) any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level.

8. **Procedures for Occupants or Tenants to Become Customers of the City.**

8.1 Applicability. This Section 8 shall apply only when the property owner, landlord, manager, or operator of a residential service address is listed as the customer of record and has been issued a notice of intent to discontinue water service due to nonpayment.

8.2 Agreement to City Terms and Conditions of Service. The City will make service available to the actual residential occupants if each occupant agrees to the terms and conditions of service and meets the requirements of the City's ordinance. Notwithstanding, if one or more of the occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the City, or if there is a physical means, legally available to the City, of selectively discontinuing service to those occupants who have not met the requirements of the City's rules and regulations, the City shall make service available to the occupants who have met those requirements.

8.3 Verification of Tenancy. To be eligible to become a customer without paying the amount due on the delinquent account, the occupant shall verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the City.

9. **Third Party Notification Service for Seniors and Dependent Adults.** The City will make available, to residential customers who are 65 years or older, or who are dependent adults (as defined in Welfare and Institutions Code Section 15610(b)(1)), a third-party notification service whereby the City will attempt to notify a person designated by the customer to receive notification when the customer's account is past-due and subject to termination. The notification will include information on what is required to prevent termination of service. The City will mail the notification to the designated third party at least ten (10) days before termination of service. To participate, the customer must submit a request for third-party notification on a form provided by the City, and must include the written consent of the designated third party. The notification service does not obligate the third party to pay any overdue charges, nor shall it prevent or delay termination of service.

10. **Language for Certain Written Notices.** All written notices under Section 4 and Section 6.6 of this Policy shall be provided in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten percent (10%) or more people within the City's service area.

11. **Other Remedies.** In addition to discontinuance of water service, the City may pursue any other remedies available in law or equity for nonpayment of water service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the City, the City shall be entitled to the payment of all costs and expenses, including attorneys' fees, and accumulated interest.

12. **Discontinuance of Water Service for Other Customer Violations.** The City reserves the right to discontinue water service for any violations of City ordinances, rules, or regulations other than nonpayment.

13. **Fees and Charges Incurred.** Except as otherwise expressly stated in this Policy, any fees and charges incurred by a customer under any other rules, regulations, or policies of the City, including, but not limited to, delinquent charges, shall be due and payable as set forth therein.

14. **Decisions by City Staff.** Any decision which may be taken by the City's Finance Director under this Policy may be taken by his or her designee.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Conduct a Public Hearing and Introduce an Ordinance Amending Sections of Chapter 10, Title XI (Zoning) of the Milpitas Municipal Code Relating to Definitions and Regulations for Commercial Service Land Uses (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)
Category:	Public Hearings-Community Development
Meeting Date:	10/18/2022
	<u>Recommendation:</u> (1) Conduct a public hearing and move to close the hearing following comments; (2) City Attorney shall read aloud title of the ordinance; and (3) Move to waive the first reading beyond the title and introduce an Ordinance amending sections of Chapter 10 of Title XI (Zoning) of the Milpitas Municipal Code relating to Definitions and Regulations for Various Types of Commercial Service Land Uses and determine that the Municipal Code amendment is exempt from California Environmental Quality Act pursuant to CEQA Guidelines Sections 15183 (Projects Consistent with a General Plan) and 15061(b)(3) (Common Sense Exemption).

Background:

The purpose of the proposed ordinance is to improve the clarity and specificity of certain commercial land use classifications that are included in the Zoning Ordinance (Milpitas Municipal Code Title XI, Chapter 10). Specifically, the majority of the proposed zoning text changes relate to commercial service use types. The definition for the existing “Commercial Services” classification includes a very broad range of business types that are not necessarily similar to one another from an operational standpoint (for example, professional offices [such as accountants], drycleaners and laundromats, floral shops, and beauty salons).

A recent incident in which a business owner wished to open a laser hair removal studio in Milpitas brought it to the attention of Planning staff that the Zoning Ordinance does not currently include a use classification or definition that would clearly apply to such a business. This highlighted the need for a new use classification in the Zoning Ordinance that applies specifically to commercial services of a personal nature, as opposed to those that provide services of a more professional or business nature.

In addition, there is a general need to more clearly distinguish between different types of commercial services based on their operational characteristics and appropriate location under the zoning regulations. The uses currently listed under the “Commercial Services” category include some businesses that are similar to retail uses (e.g., dry cleaners, floral shops), some that are professional office uses (e.g., accountants, architects), some services of a personal nature (e.g., nail salons, barber shops), and some that are duplicative of uses listed under the general classification of “Business Support Services” (e.g. photocopy shops). The proposed zoning text changes would revise definitions for several commercial use classifications and reorganize them into updated use categories for clarity and internal consistency.

This series of amendments to the Zoning Ordinance focuses on changes to the Definitions section and the use tables for Residential, Commercial, Mixed Use, and Industrial Zones, as well as other miscellaneous sections of the code where existing references in the use tables need to be updated. Amendments are also proposed to the Off-Street Parking Requirements section for consistency with the new and revised use classifications. Finally, several miscellaneous related clean-ups are proposed, such as correcting errors in the footnotes to the use tables and re-numbering footnotes to put them in sequential order.

Overview of Draft Ordinance:

The proposed ordinance includes amendments to the following sections of the Zoning Ordinance (Title XI, Chapter 10 of the Milpitas Municipal Code):

Definitions (XI-10-2.03)

The existing, overly broad “Commercial Services” use category would be eliminated, and the examples listed under this category would be reclassified under new, more appropriate use categories. This would involve the creation of definitions for new service use classifications. For example, a new definition would be added for “Offices, Business and Professional,” under which businesses such as accounting, architectural, and interior design firms would be listed. A new definition for “Personal Services” would be included, encompassing commercial services of a personal or aesthetic nature such as beauty salons and barber shops, nail salons, tanning salons, and tattoo and body piercing studios. A new classification and definition for “Repair and Cleaning, Small Items” would be added, which would include businesses that provide cleaning and repair services for small consumer and household items (e.g. tailors, shoe repair shops, jewelry and watch repair shops, self-service laundromats, etc.). Lastly, some of the business types currently classified as “Commercial Services” would be moved to the “Business Support Services” category (mailbox rentals, photocopy shops) and others would be moved to the “Retail Stores, General Merchandise” category (floral shops, tuxedo rental).

Other minor changes to use definitions are also proposed, such as relocating some of the business types currently listed under “Business Support Services” to be stand-alone uses in the Industrial Uses table (film processing laboratories, photo processing and finishing, soils and materials testing laboratories). In addition, a new definition for “Dry Cleaning Plant” would be added (this term currently appears in the Industrial Uses table, but no definition is provided in the code). This definition would apply to high-volume facilities that use volatile chemical solvents to clean garments.

Use Tables (Residential, Commercial, Mixed Use and Industrial) (XI-10-4.02, -5.02, -6.02 and -7.02)

The new and revised definitions described above would be updated in the use tables for residential, commercial, mixed use, and industrial zones, and the Commercial Services classification would be deleted from these tables. Some specific business types that are currently listed in the tables have been deleted because those uses are now included under the revised definitions of broader use categories (for example, in the commercial zones use table, “Janitorial services” as a stand-alone use has been deleted, because this use is encompassed by the “Business support services” use classification.

The use regulations for each specific zoning district would be updated as needed and would generally be consistent with current use regulations (that is, no major changes are proposed in terms of which zones would permit, conditionally permit, or prohibit specific commercial service, office, or retail uses), with one small exception. During the process of drafting the zoning amendments to the use tables, staff elected to make one minor change to the use regulations that is not directly related to the updates to classifications for commercial service uses – changing general retail stores to a by-right permitted use in the Mixed Use (MXD) and ground level in the High Density Mixed Use (MXD2) zone, rather than making general retail subject to a Minor Conditional Use Permit. Given the intent of these zoning districts to create active, pedestrian-oriented neighborhoods with a diverse mix of uses and business types, staff believes that it is appropriate to allow and encourage retail stores without the need for a discretionary zoning permit.

In addition, staff noticed a few minor errors in the footnotes to these tables – for example, incorrect footnote numbers that refer to the wrong note, and footnotes for which the number doesn't appear anywhere in the table above (likely due to use classifications having been deleted from the table in the past, but the corresponding notes not being deleted). These errors have been corrected, and all table footnotes renumbered so they appear in sequential order for better usability and ease of reference.

Residential Zone Special Uses (XI-10-4.03) and Mixed Use Zone Special Uses (XI-10-6.02-1)

Minor revisions have been made to the Residential and Mixed Use Zone Special Uses sections for consistency with the changes to use classifications. Existing references to “Commercial Services” in these

sections have been updated, as appropriate (i.e. changed to “Personal Services,” “Business Support Services,” and/or “Repair and Cleaning-Small Items”).

Off-Street Parking Required by Land Use (XI-10-53.09)

Changes have been made to *Table XI-10-53.09-1: Number of Parking Spaces Required* to make the land uses in the table consistent with the new and amended use classifications. No changes to parking space requirements for any land use are proposed.

Planning Commission Recommendation:

The Planning Commission considered the proposed zoning text amendment at its meeting on September 14, 2022. Following discussion and public comment, the Planning Commission voted unanimously (7-0) to recommend that the City Council adopt the ordinance related to amendments to commercial service land uses. The Commission’s resolution in favor of adoption of the proposed ordinance is attached (Attachment B).

Policy Alternative:

Alternative: Do not adopt the ordinance adding and amending definitions for commercial service land uses and updating use tables for Residential, Commercial, Mixed Use, and Industrial zoning districts to reflect these new definitions. The existing use classifications for Commercial Services, Business Support Services, General Retail, etc., would continue to be in effect.

Pros: There would be no changes to the current commercial land use classifications in the Milpitas Zoning Ordinance. Continuing to follow the same land use classifications and regulations would mean that City staff, property owners, and potential business owners would not need to learn and become familiar with new and different categories for land uses and business types.

Cons: The existing use classification for commercial services is broad and includes many business types that not only differ significantly from one another in terms of operational aspects and physical character, but also overlap substantially with other commercial use categories such as general retail and business support services. The lack of clarity and precision of the existing commercial service use classification makes it challenging for Planning staff to appropriately determine which commercial services uses can and should be permitted or prohibited in each zoning district.

Reason not recommended: If the proposed ordinance is not adopted, the City would miss an opportunity to clean up and refine the commercial land use classifications in the Zoning Ordinance, which would improve staff’s ability to allow or disallow specific uses in suitable areas of Milpitas.

Fiscal Impact:

The City collects application fees for any Conditional Use Permits and Minor Conditional Use Permits that may be required to allow prospective new businesses in specific locations and zoning districts, depending on how the use is classified and whether the zoning regulations allow the use outright or require a discretionary use permit. With the new land use classifications, the number of use permits required for new businesses may vary, and the corresponding permit fees collected by the City would also vary. The difference in fees collected would depend on what type of future businesses are proposed and in what locations, which is unknown at this time. However, any change in permit fee revenues associated with these zoning amendments would likely be minimal. Moreover, the proposed zoning amendments will enhance the City’s cost recovery.

California Environmental Quality Act:

The proposed text amendments to the Milpitas Municipal Code are exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15183 (Projects

Consistent with a General Plan) and Section 15061(b)(3) (Common Sense Exemption).

The proposed ordinance would enact changes to land use definitions and categories but does not involve any substantive changes in terms of where different land uses are permitted or not permitted. None of the proposed amendments would directly or indirectly result in physical changes to the environment. Therefore, it can be seen with certainty that there is no possibility that the ordinance in question would have a significant effect on the environment; accordingly, the ordinance is exempt from CEQA review.

Recommendations:

- 1) Conduct a public hearing and move to close the hearing following comments.
- 2) City Attorney shall read aloud title of the Ordinance.
- 3) Move to waive the first reading beyond the title and introduce an Ordinance amending sections of Chapter 10 of Title XI (Zoning) of the Milpitas Municipal Code relating to Definitions and Regulations for Various Types of Commercial Service Land Uses and determine that the Municipal Code amendment is exempt from California Environmental Quality Act pursuant to CEQA Guidelines Sections 15183 (Projects Consistent with a General Plan) and 15061(b)(3) (Common Sense Exemption).

Attachments:

- A) Draft Ordinance
- B) Planning Commission Resolution No. 22-017

PLEASE NOTE:

This copy of Ordinance No. XX.XXX is a “redlined” version for your convenience. Text additions are designated by an underline and text deletions are designated with a strikethrough.

REGULAR

NUMBER: XX.XXX

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING SECTIONS OF CHAPTER 10 OF TITLE XI OF THE MILPITAS MUNICIPAL CODE TO MODIFY AND ADD DEFINITIONS AND REGULATIONS RELATING TO VARIOUS TYPES OF COMMERCIAL SERVICE LAND USES, AND MAKING FINDINGS OF CEQA EXEMPTION

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, upon motion by _____ and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Wendy Wood, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

RECITALS AND FINDINGS:

WHEREAS, the City of Milpitas, California (the “City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, California Government Code Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, the City’s Zoning Ordinance, Chapter 10 of Title XI of the Milpitas Municipal Code, currently includes definitions and land use regulations for a variety of types of commercial services, some of which provide services of a personal or professional nature for individual customers and others which provide services primarily for businesses; and

WHEREAS, clear and specific definitions and categories for different land uses are essential elements to facilitate a municipal government’s process of administering its Zoning Ordinance and allowing uses in appropriate areas of the city; and

WHEREAS, the City recognizes a need to improve and clarify existing use classifications for commercial service land uses and add new definitions for specific types of commercial service uses; and

WHEREAS, the City has prepared a Zoning Amendment (“Amendment”) to the City’s Municipal Code, including Section 2.03 (“Definitions”), Section 4.02 (“Residential Use Regulations”), Section 4.03 (“Residential Zone Special Uses”), Section 5.02 (“Commercial Use Regulations”), Section 6.02 (“Mixed Use Regulations”), Section 7.02 (“Industrial Use Regulations”), and Section 53.09 (“Off-Street Parking Required by Land Use”) of Title XI, Chapter 10–Zoning; and

WHEREAS, on September 14, 2022, the Planning Commission of the City of Milpitas held a lawfully noticed public hearing to solicit public comment and consider the proposed Amendment, take public testimony, and make a recommendation to the City Council on the project; and

WHEREAS, this ordinance is exempt from the California Environmental Quality Act, Public Resources Code Section 21000, *et seq.* (“CEQA”), each as a separate and independent basis, pursuant to CEQA Guidelines Section 15183 (projects consistent with the General Plan) and Section 15061(b)(3) (no possibility of significant environmental effect).

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

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

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT

Based on its review of the entire record, including the staff report, public comments and testimony presented to the Planning Commission and City Council, and the facts outlined below, the City Council hereby finds and

determines that this ordinance is categorically exempt from the California Environmental Quality Act (“CEQA”) under CEQA Guidelines, § 15061(b)(3), also known as the “common sense exemption”, which exempts from CEQA any project where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. A “significant effect on the environment” means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project. This ordinance would enact changes to land use definitions and categories but does not involve any substantive changes in terms of where different land uses are permitted or not permitted. None of the proposed amendments would directly or indirectly result in physical changes to the environment. Therefore, it can be seen with certainty that there is no possibility that this Ordinance would have a significant effect on the environment; accordingly, this Ordinance is exempt from CEQA review.

Moreover, the City Council hereby finds that the introduction and adoption of this Ordinance is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning). Section 15183 of the CEQA Guidelines provides that projects that are consistent with a Community Plan, General Plan or Zoning for which an EIR has been certified “shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.” These proposed zoning amendments are consistent with the Milpitas General Plan because they improve upon current definitions for land use categories and expand the range and types of commercial services businesses that recognized by and allowed to operate within the City. This will not only allow the City to implement policy more effectively, but also it will help the City’s commercial centers to thrive and flourish.

Therefore, the proposed Amendment is consistent with the General Plan. Therefore, the proposed Amendment is consistent with the General Plan and is exempt from CEQA pursuant to Section 15183 of the CEQA Guidelines.

Accordingly, this Ordinance is exempt from CEQA review pursuant to Sections 15061(b)(3) and 15183 of the CEQA Guidelines, each as a separate and independent basis.

SECTION 3. GENERAL PLAN CONSISTENCY

The Land Use Element of the Milpitas General Plan includes a policy (*LU 1-1*) calling for the City to support a full spectrum of conveniently located residential, commercial, public, and quasi-public uses that support and enhance business development and regional transportation objectives and promote the livability of residential neighborhoods. The proposed zoning amendments clarify and improve upon existing land use definitions, thereby making it easier for the City to interpret and administer the use regulations and to authorize the location of commercial and service uses in appropriate locations. More specific use definitions will help support local business opportunities in Milpitas by making it clearer to business owners and City staff where these establishments are allowed to operate within the city.

SECTION 4. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 2

Title XI, Chapter 10, Section 2 (Definitions), Subsection XI-10-2.03 (Definitions) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-2.03 Definitions

A

"Abate" shall mean to repair, replace, remove, destroy or otherwise remedy the condition in violation of this Chapter.

"Accessory Building or Use" means a subordinate building or use, whose purpose is clearly incidental to that of the main building or the use of the land, and which shall not contain living or sleeping quarters or storage for commercial vehicles in excess of three-quarter ($\frac{3}{4}$) ton size. Accessory dwelling units, as defined in subsection XI-10-13.08 "Accessory Dwelling Units," are exempted from the prohibition against living and sleeping quarters. An accessory building shall be considered attached to the main building if:

1. It shares a common wall with the main building; or
2. It shares an integral roof structure having the same framing system and roof covering as the main building and is separated from the main structure by no more than ten (10) feet at any given point.

"Accessory Structure" means a structure subordinate to the principal use of a building on the same lot and serving a purpose customarily incidental to the use of the principal building. An accessory structure is that which an accessory building is not, by definition. Examples include, but are not limited to fences, trellises, covered patios, and porte cocheres.

"Adjacent" means having a common border with, or being separated from such a common border by a right-of-way, alley or easement. Properties separated by a street, alley, intersection, or other public right-of-way (other than an elevated interstate freeway), shall be considered abutting when their property lines would touch in any way if drawn to the center line of such street, alleyway, intersection, or other public right-of-way.

"Airport" means any area of land or water designed, used, or intended to be used or set aside for the landing and taking off of aircraft. The term "Airport" includes all necessary taxi-ways, aircraft storage and tie-down area, hangars and other necessary buildings and open spaces.

"Alley" means any public thoroughfare which affords only a secondary means of access to abutting property.

"Alteration, Structural" means any change which would tend to prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams or girders.

"Amateur Radio Facility" means a wireless communication facility operated by an FCC licensed amateur radio operator within the Amateur Radio Service (USC Title 47, Part 97).

"Amateur Radio Operator" means a person holding written authorization to be the control operator of an Amateur Radio facility. This authorization may be in the form of a license or permit issued by the Federal Communications Commission or a foreign national or multi-national license or permit recognized by treaty as valid in the United States.

"Antenna" means any system of towers, poles, panels, rods, wires, drums, reflecting discs or similar devices used for the transmission or reception of electromagnetic waves. See also "Satellite dish or satellite antenna."

Apartment House. See "Dwelling, Multiple-Family."

Apartment, Efficiency. Efficiency apartment means a dwelling unit in a multi-family building consisting of not more than one (1) habitable room, together with kitchen or kitchenette and sanitary facilities.

"Assembly" means the provision of activities for assembled groups of participants at institutions or facilities including but not limited to private and nonprofit clubs; social or fraternal organizations; and churches, temples, synagogues and other places of worship. Assembly uses in the context of groups of people is distinct from and unrelated to the definition of the industrial use "Assembly from pre-processed materials."

"Assembly from pre-processed materials" means assembling, packaging, or distributing from previously prepared materials, such as cloth, plastic, paper, leather, precious or semi-precious metals or stones, electric or electronic instruments and devices such as television, radios, and pharmaceutical products. Assembly in the context of industrial manufacturing is distinct from and unrelated to the definition of "Assembly" involving groups of people.

"Auto" means any motor vehicle requiring a license pursuant to the California Vehicle Code.

"Automobile Service Station" means any premises used for supplying gasoline and oil at retail, direct to the customer, including minor accessories and services for automobiles, but not including automobile repairs.

"Automobile and Trailer Sales Area" means an open area, other than a street, used for the display, sale or rental of new or used automobiles or trailers, and where no repair work is done except minor incidental repair of automobiles or trailers to be displayed or sold on the premises.

"Automobile Wrecking" means the dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked vehicles or their parts.

B

"Bar or nightclub" means a commercial establishment serving alcoholic beverages for consumption on the premises where the service of food is only incidental to the consumption of such beverages. Dancing and live entertainment may also be conducted within the establishment.

"Basement" means a story, partly or wholly, underground. For purposes of height measurements, a basement shall be counted as a story where more than one-half (½) of its height is above the average level of the adjoining ground.

"Bay Window" means a window or set of windows jutting out from the wall of a building, rising from the ground and forming an alcove which may or may not add additional floor area or a sitting area within.

"Bedroom" means any room which meets the minimum requirements of both the Zoning Ordinance and the Building Code for a Habitable Room, which is constructed in such a manner that less than fifty (50) percent of one (1) wall is open to an adjacent room or hallway and which can be readily used for private sleeping purposes, shall be counted as a bedroom in order to determine parking or other requirements. For the purpose of calculating parking requirements, the following rooms which regularly make up a standard dwelling unit shall not be considered a "bedroom": one (1) kitchen, one (1) living room; one (1) family or recreation room; one (1) dining room; and the customary sanitary facilities. Planning staff shall determine whether or not a room qualifies as one of the above exceptions.

"Billiard Center" means a place for the public to view and participate in cuesports, such as, but not limited to, billiards, pocket billiards (e.g., pool), snooker, and the various forms of carom billiards.

"Billiards" means a "Recreation and Entertainment facility" for the public to view and participate in cue sports, such as but not limited to billiards, pocket billiards (e.g., pool), snooker, and the various forms of carom billiards.

"Block" means that property so designated on an official map of the City, or part of the City, or bounded by streets, or by a street or streets, and railroad right-of-way, canal right-of-way, or unsubdivided acreage.

"Boarding House" means an establishment where lodging is provided for compensation, generally for stays of more than 30 days, for up to 8 persons. Boarding houses typically have individual rooms for guests, shared bathroom facilities and a single common kitchen. Meals may be served for guests and included as part of the cost of lodging.

"Breezeway" means a covered passageway between buildings which does not exceed ten (10) feet in width and which has at least one side open, except for necessary supporting columns.

"Building" means a structure having a roof supported by columns or walls for the housing or enclosure of persons, animals, or chattels. Where a dwelling is separated by a division wall without openings, each portion of such dwelling shall be deemed a separate building.

Building, Height of. "Height of building" means the vertical distance measured from the adjoining curb grade to the highest point of the roof surface, if a flat roof; and to the mean height level between eaves and ridge

for a gable, hip or gambrel roof; provided, however, that where buildings are set back from the street line the height may be measured from the average elevation of the finished grade along the front of the building.

Building, Main. "Main building" means a building in which is conducted the principal use of the lot on which it is situated. The main building shall contain all area within the interior faces of the building, including enclosed areas that are attached. In any "M" district any dwelling shall be deemed to be the main building on the lot on which the same is situated.

Building, Unit Group. "Unit group building" means two (2) or more buildings (other than dwellings) grouped upon a lot and held under single ownership such as universities, hospitals, institutions and industrial plants.

Business, Retail. "Retail business" means retail sale of any article, substance, or commodity for profit or livelihood conducted within a building, but not including the sale of lumber or other building materials or the sale of used or second-hand goods or materials of any kind.

"Business Support Services" means establishments primarily within structures that provide other businesses with ancillary services that further or facilitate the other businesses' primary activity. This term does not include activities or uses that are specifically listed as a conditionally permitted or prohibited use in the applicable zone. Examples of business support services include but are not limited to:

1. Business equipment repair services (except vehicle repair);
2. Commercial art and design (production);
3. Computer-related services (rental, repair);
4. Copying and quick-printing services;
5. Equipment rental businesses within structures;
- ~~6. Film processing laboratories;~~
- ~~6~~7. Heavy equipment repair services where repair occurs on the client site;
- ~~7~~8. Janitorial services;
- ~~8. Mailbox rentals;~~
9. Mail advertising services (reproduction and shipping);
10. Other "heavy service" business services;
11. Outdoor advertising services;
- ~~12. Photo developing/finishing/printing;~~
- ~~12~~13. Protective services (other than office related);
- ~~13~~14. Rental, repairs and distribution of office or business equipment;
- ~~15. Soils and materials testing laboratories;~~
- ~~14~~16. Window cleaning.

Business, Wholesale. "Wholesale business" means the wholesale handling of any article, substance or commodity for profit or livelihood, but not including the handling of lumber or other building material or the open storage or sale of material or commodity, and not including the processing or manufacture of any product or substance.

C

Camp, Trailer. "Trailer camp" means an area or tract of land used or designed to accommodate two (2) or more automobile or house trailers.

"Candidate" means any person, party, referendum, initiative or other ballot measure.

"Cemetery" means land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematories, mausoleums, and mortuaries when operated in conjunction with and within the boundary of such cemetery.

"Child Care Center" means any child care facility other than a family child care home, in which less than twenty-four (24) hour per day non-medical care and supervision are provided to children in a group setting. It includes infant centers, preschools, and extended child day care facilities, but does not include after school programs.

"Class A Office Space" means a high quality, modern building with large floor plates and amenities that typically attracts rents in the top twenty-five percent (25%) bracket.

"Commercial Athletic Facility" means a building or site equipped for physical training or athletic type games and sports, such as but not limited to, health spas, tennis, gymnasiums, handball courts, racquetball courts; also including ancillary uses when incidental to the primary use, such as but not limited to, steam baths, weight training, aerobic classes, massage, saunas, and the retailing of athletic supplies to be used in the facility.

"Commercial Fueling Facility" means a fueling facility designed for commercial customers which dispenses gasoline, diesel, or similar vehicle fuels, and which is not open to the general public, has no cash sales and provides no personal services on-site, provided that said facility is located not closer than five hundred (500) feet from any residentially zoned district or any area designated on the General Plan as being "residential" or any mobile home park.

"Commercial Laboratory" means a facility for scientific research in technology-intensive fields. Examples include biotechnology, pharmaceuticals, genetics, plastics, polymers, films and fibers.

~~**"Commercial Service"** means establishments which provide non-medical services of a retail character to patrons which may involve the sale of goods associated with the service being provided. These establishments include businesses that provide both personal and business services, but not industrial services. Any assembly, processing or customization of products on the premises must be incidental and integral to the retail sale of the product. All such completed products must be sold on the premises and may not be distributed to another location for future retail sale or wholesale or for storage to be shipped to another location where the product is sold. This restriction shall not preclude the sale of completed products that are delivered or shipped to the retail customer. The total floor area devoted to assembly, processing, customization and packaging of products sold on the premises shall be less than half the area devoted to sales and display of the completed product.~~

~~Examples of establishments covered by this designation include:~~

- ~~1.—Accountants;~~
- ~~2.—Architects;~~
- ~~3.—Dry cleaners;~~
- ~~4.—Floral shops;~~
- ~~5.—Barber and beauty shops;~~
- ~~6.—Interior decorators;~~
- ~~7.—Laundromats (self-service laundries);~~
- ~~8.—Locksmiths;~~
- ~~9.—Mail box rentals;~~
- ~~10.—Photocopy shops;~~
- ~~11.—Shoe repair shops;~~

~~12. Tailors;~~

~~13. Tuxedo rental shops.~~

~~Examples of establishments not covered by this designation include any dry-cleaning plants, metal shops, machine shops, welding shops, and any customer fabrication or machinery repair shops.~~

"Condominium" means an estate in real property consisting of an undivided interest in common in a portion of a parcel of real property together with a separate interest in space in a residential, industrial, or commercial building on such real property, such as an apartment, office, or store. A condominium may include in addition a separate interest in other portions of such real property. Such estate may, with respect to the duration of its enjoyment, be either of the following:

1. An estate of inheritance or perpetual estate.
2. An estate of life.
3. An estate for years, such as leasehold or sub-leasehold.

"Condominium Conversion" means a change in the type of ownership of a parcel or parcels of land, together with the existing attached structures, to that defined for a condominium project or a community apartment project regardless of the present or prior use of such land and structures and whether substantial improvements have been made or are to be made to such structures.

"Conference Center" means a facility used for holding conventions, seminars, workshops or similar activities, including dining facilities and lounges for use by participants, as well as compatible accessory facilities such as offices and business centers.

"Continuing Violation" means a violation, infringement or breach of a provision of this chapter that is uninterrupted and lasts for a continuous period in excess of 24 hours.

"Court" means an open unoccupied space, other than a yard, on the same lot with a building or buildings, and bounded on two (2) or more sides by a building, or buildings, including the open space in a dwelling group providing access to the units thereof.

"Court Apartment" means one (1), two (2) or three (3) multiple dwellings arranged around two (2) or three (3) sides of a court which opens onto a street, or a place approved by the Commission.

"Curb Grade" means the elevation of the established curb in front of the building measured at the center of such front. Where no curb grade has been established, the City Engineer shall establish such curb grade or its equivalent for the purpose of this Chapter.

D

"District" means a portion of the City within which certain uses of land and buildings are permitted or prohibited and within which certain yards and other open spaces are required and certain height limits are established for buildings, all as set forth and specified in this Chapter.

"Drive Through Uses" means any component or part of a building or structure which attracts or invites persons in motor vehicles to drive their vehicles upon the premises, and which is used to conduct business or used for the purpose of selling merchandise from the inside of said building to the occupants of motor vehicles.

"Dry-Cleaning Plant" means an establishment providing onsite, high-volume laundry and garment cleaning services, typically with the use of volatile solvents, including dry cleaning and garment pressing, diaper services, commercial laundries, and linen supply services. These facilities may include incidental onsite customer pick-up services.

"Dwelling" means a building or portion thereof designed exclusively for residential occupancy, including single-family, two-family and multiple-family dwellings, but not including hotels.

Dwelling, Group. "Group dwelling" means one (1) or more dwellings, other than a tourist court, around two (2) or three (3) sides of a court, which opens onto a street, or a place approved by the commission, including single-family, two-family or multiple-family dwellings and court apartments. Group dwelling include homeless shelters and transitional housing.

Dwelling, Multiple-Family. "Multiple-family dwelling" means a building or portion thereof, designed for occupancy by three (3) or more families living independently of each other.

Dwelling, Single-Family. "Single-family dwelling" means a detached building designed exclusively for occupancy by one (1) family for living purposes and having only one (1) kitchen.

Dwelling, Two-Family. "Two-family dwelling" means a building designed exclusively for occupancy by two (2) families living independently of each other.

"Dwelling Unit" means a habitable room or group of habitable rooms (e.g., living room, bedroom, den, library, recreation, studio, etc.) designed for occupancy by one (1) or more persons living as a family or single household unit with common interior access to all living, kitchen and bathroom areas. No dwelling unit may have more than one (1) kitchen.

E

"EcoPass" means a program offered by the Valley Transportation Agency (VTA) in which employers or property owners purchase annual EcoPass stickers that allow their employees, tenants or residents to ride all VTA bus and light rail vehicles at no cost. "Educational Institution" means a college or university giving general academic instruction equivalent to the standards prescribed by the State Board of Education.

"Electronic Smoking Device" means an electronic and/or battery-operated device, the use of which may resemble smoking that can be used to deliver an inhaled dose of nicotine or other substances. "Electronic Smoking Device" includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, vaporizer or any other product name or descriptor.

"Elevation" means:

1. A scale drawing of the front, rear or side of a building or structure; or
2. A vertical distance above or below a fixed reference level.

Emergency Cache, Community. "Community emergency cache" means a collection of disaster response supplies approved by the City's Office of Emergency Services that would benefit the surrounding community.

"Emergency Shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay as set forth in the California Health and Safety Code Section 50801(e), as may be amended.

"Erosion" means the wear and removal of the material in the earth's crust from one site and the deposition at another.

"Extended Stay Hotel" means a commercial establishment providing lodging for a fee for guests, generally marketed to long-term visitors on a temporary basis, which contain furnishings and facilities for sleeping, bathing, food preparation and cooking. Kitchen facilities within individual units may include, but are not limited to, counters, refrigerators, stoves, and ovens.

F

"Family" means an individual, or two (2) or more persons related by blood or marriage or legal adoption or joined through a judicial or administrative order of placement or guardianship, or unrelated persons who function together as a single household unit.

"Family Child Care Homes" means a home in which care, protection, and supervision of fourteen or fewer children is regularly provided, in the caregiver's own home, for periods of less than twenty-four (24) hours per day, while the parents or guardians are away. Such homes are licensed by the State of California and include the following:

1. **"Large family child care home"** means a home in which family child care is provided to nine (9) to fourteen (14) children, including children under the age of ten (10) who reside at the home.
2. **"Small family child care home"** means a home in which family day care is provided to eight (8) or fewer children, including children under the age of ten (10) who reside at the home.

"Farmers' Market" means an event offering for sale produce, food items, and related goods and merchandise by certified growers authorized to sell, directly to consumers, products that are produced on land the producer controls or taken in consignment from other producers.

"Floor Area Ratio (FAR)" is defined for nonresidential Zoning Districts as the maximum permitted ratio of gross floor area to site area and is calculated as follows:

$$\text{FAR} = \frac{\text{Total of Gross Floor Area for All Structures on Site}}{\text{Site Area}}$$

"Frontage" means all the property fronting on one side of a street between intersecting or intercepting streets, or between a street and a right-of-way, waterway, end of dead-end street, or city boundary, measured along the street line. An intercepting street shall determine only the boundary of the frontage on the side of the street which it intercepts.

G

Garage, Private. "Private garage" means a detached accessory building or portion of a main building for the parking or temporary storage of automobiles of the occupants of the premises.

Garage, Public. "Public garage" means a building, other than a private garage, used for the care, repair, or equipment of automobiles, or where such vehicles are parked or stored for remuneration, hire or sale.

Game Machine, Mechanical or Electronic. "Mechanical or electronic game machine" means any machine, apparatus, contrivance, appliance, or device which may be operated or played upon the placing or depositing therein of any coin, check, slug, ball, token, or any other article or device, or by paying therefor either in advance or after use, involving in its use either skill or chance, including, but not limited to tape machine, card machine, pinball machine, bowling game machine, shuffleboard machine, marble game machine, horse racing machine, basketball game machine, baseball game machine, football game machine, electronic video game or any other similar machine or device, exclusive of food, beverage and tobacco vending machine.

Grade, Finished. "Finished grade" means the final elevation of the ground surface after development, as shown on a precise Grading Plan.

"Grocery Store" means any premises wherein any of the following are exposed, offered for sale, or sold by retail: fresh fruits; fresh vegetables; bakery; meat; poultry, or fish products; frozen foods; and processed and pre-packaged food.

"Gross Acreage" means the total area within the boundaries of a legal lot or parcel, including any area proposed to be dedicated or reserved for public right-of-way. Adjacent lands already dedicated for public right-of-way, including public roadways, easements or other areas, shall not be included as part of the gross acreage.

"Gross Floor Area" means the total of all floors measured from the interior faces of the building, but not including areas for parking, basements, shaft enclosures, or unroofed inner courts unless any outdoor areas are used for retail purposes.

"Guest House Accessory Building" means a one accessory structure, used for the accommodation of guests. Said guest house shall not contain any kitchen or cooking facilities but may contain one (1) bedroom, one (1) living area and one (1) bathroom, and shall be limited in floor area to a maximum of twenty (20%) percent of the total floor area of the main residence.

H

"Habitable Space" means a room designed for living, sleeping, eating or food preparation, including but not limited to a den, study, library, home office, sewing room or recreational room and excluding such areas as garages.

"Head/Smoke/Tobacco Shop" means a retail establishment primarily engaged in the selling of smoking and tobacco products and accessories, and other products, devices and components reasonably assumed to be used for smoking and/or the inhalation or ingestion of any substances. Tobacco products may include but are not limited to cigarettes, cigars, loose leaf tobacco, tobacco pipes, Electronic Smoking Devices and accessories, vaporizers and accessories and any other product, device or component used in the inhalation of tobacco, nicotine or other substance. For the purposes of this definition only, "primarily engaged" means when thirty percent (30%) or more of products sold at the retail establishment are smoking and tobacco products and accessories, and other products, devices and components reasonably assumed to be used for smoking and/or the inhalation or ingestion of any substance.

"Home Occupation" means a business enterprise conducted within a dwelling by the residents of the dwelling and which is incidental and secondary to the use the dwelling for residential purposes.

"Hospital" means an institution that maintains and operates facilities for primarily inpatient medical care, including x-ray, laboratory and surgical, for the diagnosis, care and treatment of human illness, injury and disease (physical or mental).

"Hotel" means a commercial establishment providing lodging accommodations for a fee for transient guests, generally for stays of 30 days or less, with access to rooms or units primarily from interior lobbies, courts or halls. A hotel may include limited facilities for storage and preparation of food and beverages within individual rooms, such as coffee makers, mini refrigerators and microwave ovens.

I

"Individual Violation" means a noncontinuous condition or occurrence in violation, infringement or breach of a provision of this chapter that does not exceed twenty-four (24) hours in duration. An Individual Violation may be recurrent. Examples of "Individual Violations" for the purposes of this Chapter include, but are not limited to, the illegal outdoor storage of materials, entertainment events, or outdoor seating in violation of a use permit.

"Instruction, group and private" means the provision of instructional services, including but not limited to photography, fine arts, crafts, dance or music studios, driving schools, diet centers, yoga, martial arts studios, after school programs or similar uses. This definition does not include instruction received through trade or vocational schools nor a post-secondary school or child care centers. Private instruction includes fewer than six (6) students or clients at any one time and group instruction includes six (6) or more students or clients at any one time.

"Intensity" means the degree to which land is used, measured by a combination of the type of land used and the amount of land or floor area devoted to that use.

"Intensification of Use" means to alter the character of a use to the extent that the use generates new or different impacts on the health, safety, or welfare of the surrounding neighborhood, including but not limited to the level or amount of traffic, noise, light, smoke, odor, vibration, outdoor storage, or other similar conditions associated with the use.

J

"Junk Yard" means the use of more than one hundred (100) square feet of the area of any lot for storage of junk, including scrap materials and metals, or wrecked vehicles and machinery, whether or not sale of such junk is made or proposed.

K

"Kennel" means any lot or premises on which four (4) or more dogs, more than four (4) months of age, are kept.

"Kitchen (for residential uses)" means a residential kitchen shall be enclosed and interior to the dwelling unit utilized for the preparation of food and include two (2) or more of each of the following:

1. A sink (typically larger than 14" × 17");
2. A full size refrigerator (typically larger than 24" × 64");
3. A 220-V electrical service outlet (typically used for major cooking appliances such as a stove, oven or cooking range).

L

"Laundromat" means a primarily self-service facility where customers wash and dry clothing and other textiles in on-site machines, and where ancillary full-service laundry services may also be offered.

"Live-Work Unit" means a dwelling unit with a separate living space attached to a work space within the same unit. The work space and the living space must be occupied by the same tenant. Live-work uses allow one non-residential employee, more customers, and a broader range of uses than permitted in Home Occupations. See XI-10-13.12 within Special Uses for Live-Work Unit purpose, intent, and regulations.

Uses permitted or conditionally permitted within the underlining zoning district apply unless otherwise prohibited in Section 10-13.12(E). Additional uses covered by this designation include, but are not limited to:

Art and craft work;

Offices, Business and Professional-only use;

~~Accountant;~~

~~Architects;~~

Artists and artisans;

~~Attorneys;~~

~~Computer software and multimedia related professionals;~~

~~Engineers;~~

Fashion;

~~Interior and other designers; and~~

~~Commercial service.~~

"Loading Area" means an open area, other than a street or alley, used for the loading or unloading of vehicles.

"Loading Space" means an off-street space or berth on the same lot with a building, or contiguous to a group of buildings, for the temporary parking of a commercial vehicle while loading and unloading merchandise or materials, and which abuts upon a street or other appropriate means of access.

"Lot" means land occupied or to be occupied by a building, or unit group of buildings, and access buildings, together with such yards and lot area as are required by this Chapter and having its principal frontage upon a street or a place approved by the Commission.

1. **"Corner lot"** means a lot, or portion thereof, not greater than seventy-five (75) feet in width and situated at the intersection of two (2) or more streets.
2. **"Flag lot"** means a lot having access or an easement to a public or private street by a narrow, private right-of-way.
3. **"Interior lot"** means a lot other than a corner lot.
4. **"Key lot"** means a lot with a side line that abuts the rear line of any one (1) or more adjoining lots.
5. **"Reversed corner lot"** means a corner lot the street line of which is substantially a continuation of the front line of the lot to its rear.
6. **"Through lot"** means a lot having frontage on two (2) paralleled or approximately paralleled streets.

"Lot Dimensions."

1. **"Lot Area"** means the total horizontal area within the lot lines of a lot.
2. **"Lot Depth"** means the horizontal distance between the front and rear lot lines, measured along the median between the two (2) side lot lines.
3. **"Lot Lines"** means the lines bounding a lot as defined herein.
 - a. In the case of an irregular shaped lot or a lot with more than four (4) sides where there is question as to which are the front, side, and rear property lines in order to determine setbacks and required yards, there shall be at a minimum of one (1) front property line and one (1) rear property line. The rear property line shall be the lot line directly parallel to the front property line and of a width of at least thirty (30) feet in length. If no such lot line exists, the Director of Planning shall make the final determination as to the rear property line of such lot.
4. **"Lot Width"** means the horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

M

"Manufacture" means preparation, making treatment or processing of articles as merchandise.

"Massage Establishment" means any establishment having a fixed place of business where any person, firm, association, partnership, corporation or other entity engages in, conducts, or carries on, or permits to be engaged in, conducted or carried on, any massage for compensation. For the purpose of this Chapter, the term "massage establishment" shall also include, but not be limited to, any business providing off-premises massage services.

"Massage Establishment, Accessory" means an establishment that provides massage which is incidental to the primary business, where the owner of the primary business is responsible for the massage services and conduct of the massage technician(s) employed at the location.

"Medical and Dental Offices" means a building or place where (a) member(s) of the medical profession, dentists, chiropractors, osteopaths, acupuncturists, and physicians or occupational therapists provide diagnosis and treatment to the general public without overnight accommodation and shall include such uses as reception areas, offices, consultation rooms, pharmacy and x-ray providing that all such uses have access only from the interior of the building or structure.

"Medical and Dental Clinics" means the same as Medical and Dental Offices, except they also include minor operating rooms and out-patient surgery with no overnight stay.

"Medical Support Laboratory" means a facility for scientific laboratory analysis of medical resources. The analysis is generally performed for an outside customer, to support the work of that customer.

"Micromobility Device" means a small, lightweight vehicle operating at a speed typically below 15 miles per hour and driven by the individual user, such as bicycles, e-bikes, and electric scooters.

"Mixed Use Development" means a development that consists of vertical or horizontal combination of residential and commercial uses within a single building or site.

"Mobile Home" means a transportable structure designed to be used as a dwelling unit when connected to required utilities.

"Mobile Home Accessory Building or Structure" means any awning, portable, demountable or permanent cabana, ramada, storage cabinet, carport, fence, windbreak or porch established for the use of the occupant of the mobile home.

"Mobile Home Lot" means a portion of mobile home park designated or used for the occupancy of one mobile home.

"Mobile Home Park" means any areas or tract of land where mobile home lots are rented or leased or held out for rent or lease to accommodate mobile homes used for human habitation.

"Mobile Home Stand" means the area on which the mobile home is placed when it is stationed on the lot, including the land lying under the mobile home.

"Mobile Recycling Unit" means an automobile, truck, trailer or van, licensed by the Department of Motor Vehicles or bins, boxes or containers transported by a truck, van or trailer, and used for the collection of recyclable materials.

"Motel" means a building or group of attached or detached buildings providing lodging accommodations for a fee for transient guests, generally for stays of 30 days or less, with access to each room or unit through an exterior door. Motels are distinguished from hotels primarily in that the former provide direct independent access to, and adjoining parking for, guest rooms and do not provide 24-hour guest services.

N

"Natural Land Slope" means the average slope of the lot in percent, determined by observation on simple slopes, or more precisely by the formula:

$$S = 100 \frac{I}{L A}$$

Where:

I is the contour interval in feet;

L is the combined length of the contour lines in scale feet; and

A is the net area of the lot in square feet.

"Nonconforming Building" means a building or structure or portion thereof lawfully existing at the time this Chapter became effective, which was designed, erected or structurally altered, for a use that does not conform to the use regulations of the district in which it is located. A nonconforming building shall also mean any building or structure built in compliance with all city land use and zoning laws in existence at the time and which does not comply with current development standards, including but not limited to height, setbacks, floor area ratio, maximum lot coverage, maximum size of residence, front yard paving and impervious surface coverage.

"Nonconforming Use" means a use which lawfully occupied a building or land at the time this Chapter became effective and which does not conform to the use regulations of the district in which it is located.

O

"Occupation" means a principal business, profession or vocation in which one is regularly and habitually engaged for the purpose of compensation for a livelihood.

"Offices, Business and Professional" means offices of firms or organizations providing professional, management, or administrative services, including but not limited to:

Accounting;

Architectural;

Business and management consulting;

Computer and technology;

Engineering;

Insurance;

Interior design;

Graphic design;

Real estate;

Title companies; and

Legal services.

This classification does not include medical and dental offices or financial institutions such as banks and savings & loans.

"Open-Air Business" means drive-in business where persons are served in automobiles.

"Outdoor Music" means live music, both acoustic and amplified, including live individual musicians, bands, and disc jockeys (DJs), that takes place on a patio or other outdoor space. Outdoor music as defined and regulated in this Chapter shall also include recorded background music played at a public establishment such as a restaurant, bar, retail store, or other business.

"Owner/Occupant" means any person owning property, as shown on the last equalized assessment roll for City taxes, or the lessee tenant, or other person having control or possession of the property.

P

"Parcel" shall mean a legal lot of record.

Parking Area, Private. "Private parking area" means an open area, other than a street or alley, used for the parking of the automobiles of occupants of a building.

Parking Area, Public. "Public parking area" means an open area, other than a private parking area, street or alley, used for the parking of automobiles and available for public or quasi-public use.

Parking Space, Automobile. "Automobile parking space" means a space within a building or a private or public parking area for the parking of one (1) automobile.

"Parking Structure" means a structure or portion thereof composed of one or more levels or floors used exclusively for the parking or storage of motor vehicles. A parking structure may be totally below grade (as in an underground parking garage) or either partially or totally above grade with those levels being either open or enclosed.

"Patio Cover" means a one-story structure, not exceeding twelve (12) feet in height and open on one (1) or more sides (provided, however, that the open sides may be closed with insect or plastic screening that is permeable material and not in any manner that would obstruct the free passage of light or air) used for recreational, outdoor living purposes only and not as carports, storage rooms or habitable rooms.

"Person" means a natural person, his heirs, executors, administrators, or assigns, and also includes partnership or corporation, its or their successors or assigns, or the agent of any of the aforesaid.

"Personal Services" means a commercial establishment which provides services of a personal or aesthetic nature directly to consumers, including but not limited to:

1. Beauty salons and barber shops;
2. Nail salons;
3. Tanning salons;
4. Hair removal salons;
5. Tattoo studios;
6. Body piercing studios.

"Place" means an open, unoccupied space, other than a street or alley, permanently reserved as the principal means of access to abutting property.

"Places of Assembly." See "Assembly"

"Private Recreational Areas" means any usable open space or recreational facility available for use by all of the site's residents.

"Property" means all real property and fixtures, including, but not limited to, parking lots, sidewalks, gutters, driveways, walkways and any building and structure located on such property.

"Public Right-of-Way" as defined in Section V-500-1.13 of the Milpitas Municipal Code, shall mean the full width of the right-of-way of any street, as defined in the California Vehicle Code used by the general public, whether or not such street has been accepted as and declared to be part of the City system of streets, including streets forming a part of the State Highway System. "Public right-of-way" also includes easements where the City is the grantee of the easement and property owned by the City of Milpitas or the Milpitas Redevelopment Agency and any public park, trail, or right-of-way within the City of Milpitas.

"Public Safety Use" means facilities for public safety or emergency services, including police and fire protection.

"Public Service Use" means facilities owned and operated by governmental agencies that provide services to the general public, including but not limited to federal, state and municipal administration buildings, courthouses, and post offices.

"Public Use" means a use intended to serve the whole city and/or region and operated by a public institution or entity. Such uses have the purpose primarily of serving the general public and include public schools, recreational facilities, government housing, government clinics, and the like.

"Public Utilities" means facilities for the production, storage, treatment, transmission and/or distribution of electricity, natural gas, water, wastewater, and telecommunications and other similar essential services.

Q

"Quasi-Public Use" means a use intended to serve the whole city and/or region and are operated by a private, nonprofit, educational, religious, recreational, or charitable, and having the purpose primarily of serving the general public. Such uses include religious facilities, private schools, community theaters, community and club organizations, private hospitals, places of assembly and the like.

R

"Recreation or Entertainment Facility" means a commercial establishment (indoors or outdoors) where patrons can actively participate in entertainment or recreation activities either independently or in conjunction with other uses.

"Recyclable Material" means reusable material including but not limited to metals, glass, plastic paper, which are intended for reuse, remanufacture, or reconstitution for the purpose of using the altered form. Recyclable material does not include refuse or hazardous materials. Recyclable material may include used motor oil collected and transported in accordance with the California Health and Safety Code.

"Recyclable Processing Facility" means a building or space used for the collection and processing of recyclable materials. Processing means the preparation of material for shipment by such means as baling, briquetting, compacting, flattening, grinding, crushing, sorting, shredding, cleaning and remanufacturing.

"Repair and Cleaning, Small Items" means a commercial establishment that performs cleaning, repair, and alteration of small consumer and household items, such as laundromats (self-service laundries), dry cleaning pick-up stores (where cleaning is done off-site), small personal electronic repair shops, tailors, shoe repair shops, jewelry and watch repair shops, and locksmiths. Excludes dry-cleaning plants, business equipment and computer repair, heavy equipment and machinery repair, repair and servicing of large and bulky household items such as appliances and furniture, or vehicle repair.

"Research and Development (R and D) Uses" means one or more buildings which feature a combination of offices, manufacturing, assembly, warehousing, distribution, laboratories and clean rooms, and ancillary uses such as cafeterias and employee fitness facilities.

"Restaurant" means an establishment in which the principal use is the preparation and sale of food and non-alcoholic beverages. If approved, the service of alcoholic beverages is incidental to the principal use.

1. **"Drive-in"** means a restaurant that delivers prepared food and/or beverages to customers in motor vehicles, regardless of whether or not it also serves prepared food and/or beverages to customers who are not in motor vehicles, for consumption either on or off the premises.
2. **"Drive-thru"** means a restaurant which includes one (1) or more drive-through lanes for the ordering and receipt of foods and/or beverages by patrons remaining in their vehicles.
3. **"Fast-food"** means a restaurant that offers quick food service, which is accomplished through a limited menu of items already prepared and held for service, or prepared. Orders are generally not taken at the customer's table, and food is generally served for consumption either on or off the premises. For the purposes of parking requirements, the ordering or take-out area is defined as the counter and the area between the counter and the main entry to the establishment.
4. **"Take-out"** means a restaurant where foods and/or beverages are sold directly to the customer in a ready-to-consume state for consumption off site with no seats onsite. For the purposes of parking requirements, the ordering or take-out area is defined as the counter and the area between the counter and the main entry to the establishment.

"Retail Stores, General Merchandise" means retail trade establishments selling lines of merchandise. Examples of general retail stores ~~These stores~~ and lines of merchandise include but are not limited to:

1. Art supply;
2. Antiques;
3. Bakeries (retail only);
4. Bicycles;
5. Books;
56. Candy stores;
67. Clothing and accessories;
78. Collectables;
89. Fabrics and sewing supplies;

10. Floral;811. Gifts (novelties and souvenirs);912. Hobby materials;4013. Jewelry;4114. Luggage and leather goods;4215. Music stores;16. Office supplies and stationery;4317. Sporting goods and equipment;4418. Toys and games;19. Tuxedo and formalwear rental;4520. Variety stores;4621. Video rentals and sales.

"Reverse Vending Machine" means an automated mechanical device which accepts at least one or more types of empty beverage containers including, but not limited to aluminum cans, glass and plastic containers, and issues a cash refund or a redeemable credit slip. A reverse vending machine sorts, and processes containers mechanically provided that the entire process is enclosed within the machine. In order to accept and temporarily store all three container types in a proportion commensurate with their relative redemption rates, and to meet the requirements of certification as a recycling facility, multiple grouping of reverse vending machines may be necessary.

A bulk reverse vending machine is a reserve vending machine that is larger than fifty (50) square feet; is designed to accept more than one container at a time; and will pay by weight instead of by container.

S

"Satellite Dish Antenna or Satellite Antenna" means any device incorporating a reflective surface that is solid, open mesh or bar configured to form a shallow dish, cone, horn or cornucopia used to transmit and/or receive electromagnetic signals. This definition includes antennas that are sometimes called "SES," "TVRO," "TVBS," and "DBS."

"School: Elementary, Middle, or High" means an institution which offers instruction in the several branches of learning and study required to be taught in the public schools by the Education Code of the State of California.

"School, trade and vocational" means an establishment where training is received to learn a particular trade or craft that involves skilled labor. Trades and crafts include but are not limited to the various construction trades, auto mechanics, machining, HVAC installation/repair/maintenance and similar trades and crafts.

Setback. See "Yard."

"Short-Term Rental Unit" or "Short-Term Rental" or "STR" means the use of a dwelling unit, including, without limitation, a single-family, two-family, or multiple-family dwelling unit, mobile home, or any portion of such dwellings, rented for occupancy for dwelling, lodging, or sleeping purposes for a period of 30 or fewer calendar days, counting portions of days as full calendar days.

Signs. For purposes of Section XI-10-24, Sign Regulations, of this Chapter, the following definitions shall apply:

1. **"Abandoned Signs"** means any sign used for advertising or other purposes where the business it advertised or the use or event it supported has ceased operation for or occurred more than ninety (90) days prior to the sign's posting.

2. **"Abate"** means to repair, replace, remove, destroy, or otherwise remedy the condition in of this Chapter.
3. **"A-Frame Sign"** means and includes a sign that is portable, is capable of standing without support or attachment, and folds open in the form of an "A" or "sandwich-board".
4. **"Ancillary services sign"** means a sign displaying ancillary services such as smog services, lotto, or that represent trade affiliations, such as credit card services, or other similar services and not for the purpose of displaying products being sold.
5. **"Approved Plastics"** means those materials specified in the U.B.C. Standard No. 52-1 which have a flame spread rating of 225 or less and a smoke density not greater than that obtained from the burning of untreated wood under similar conditions when tested in accordance with U.B.C. Standard No. 42-1 in the way intended for use. The products of combustion shall be no more toxic than the burning of untreated wood under similar conditions.
6. **"Architectural Sign"** means and includes a sign used for advertising purposes which constitutes an integral part of a roof or marquee and is designed with an intent and purpose to relate to the architectural style of the main building.
7. **"Area Identification Sign"** means and includes a permanent sign which serves to identify an area.
8. **"Awning sign"** means any sign or graphic attached to, painted on or applied to an awning or canopy.
9. **"Balloon Sign"** means and includes any large [over three (3) cubic feet in size] inflatable hot/cold air or helium balloon that is used as an advertising device for any business or promotional event.
10. **"Banner Sign"** means and includes a temporary sign composed of lightweight, flexible, non-rigid material either enclosed or not enclosed in a rigid frame.
11. **"Blade Sign"** means a pedestrian oriented sign, adjacent to a pedestrian walkway or sidewalk, attached to a building wall, marquee, awning, or arcade with the exposed face of the sign in a plane that is perpendicular to the plane of the building wall.
12. **"Building Perimeter"** means the total exterior wall length for any and all buildings intended for human occupancy, as measured at the ground elevation. No second story or subsequent upper story areas shall be considered as a part of this calculation.
13. **Canopy Sign.** See awning sign.
14. **"City Identification Sign"** means and includes a sign placed at the point of entry to the City of Milpitas for the purpose of informing a person that they are entering the City of Milpitas.
15. **"Construction Sign"** means and includes a sign placed on the property where site work, building construction and/or a tenant improvement within an existing building is in progress. The sign may denote that a business will be opening soon, the opening date, names of the architect, engineer, contractor, future business and lending agency.
16. **"Directional Sign"** means a sign which guides and directs motorists to a specified destination in the most direct manner possible.
17. **"Display Surface"** means the area made available by the sign structure of building surface for the purpose of displaying the advertising message.
18. **"Electric Sign"** means any sign containing electrical wiring, but not including signs illuminated by an exterior light source.
19. **"Erect"** means to build, construct, attach, hang, place, suspend or affix.

20. **"Exposed raceway"** means an enclosure or conduit that is used to conceal wiring for a light and is visible from any elevation, typically located between the sign and the building to which the sign is attached.
21. **"Flag"** means a visual device with no commercial copy, usually rectangular in shape and made of a cloth material suspended by, or attached to, a pole or post and may be raised or lowered.
22. **"Flag sign"** means a visual display device with commercial copy, usually rectangular in shape and made of a cloth material suspended by, or attached to, a post, or pole and may be raised and lowered.
23. **"Freestanding Sign"** means a sign which is supported by one or more uprights, poles, or braces in or upon the ground, or partially supported and attached to any building, other structure, or foundation on the ground.
24. **"Garage Sale Sign"** means a sign used primarily for the purpose of advertising a "garage sale" and/or "yard sale" at a residence.
25. **"Grand Opening Sign"** means and includes banners, pennants, flags, balloons, and similar advertising devices when used only for bona fide grand-opening functions, new ownership, name change, or the reopening of a business that has completely closed for remodeling for at least two weeks.
26. **Graphic Panel, Freestanding.** Freestanding graphic panel means a freestanding sign located within five feet of the main building wall, which relates to the architecture of the building and depends primarily on a graphic image for delivering its advertising message. Graphic panels do not count as freestanding signs. The display area on graphic panels counts towards overall sign area.
27. **"Impact Resistive Plastic"** means any plastic material capable of resisting fifty (50) foot pounds of force as tested in accordance with ANSI/UL 972 Multiple Impact Test or any similar test procedure.
28. **"Information Sign"** means and includes signs providing courtesy information, or direction to the public without advertising the business products, or services such as hours, entrance, exit, self-serve, credit cards, restrooms, telephone drive-up, or which serves to direct motorist and pedestrians on private property.
29. **"Joint Use Sign"** means and includes a freestanding sign for a commercial district under multiple ownerships where freestanding signs for each parcel for which signage is desired is infeasible. The commercial district shall be characterized by close proximity of the businesses and small parcel size. A common parking field and common vehicular circulation are encouraged.
30. **"Logo"** means a trademark, or symbol of an organization which is registered with the federal or State government and consistently used in conducting the business activities of said organization.
31. **"Marquee"** means a permanent roofed structure, attached to, and support by the building and projecting beyond the main building.
32. **"Multi-use Structures"** means any commercial, industrial, quasi-public, or agricultural farm products sales use, containing five or more stores, or businesses on a single parcel of land.
33. **"Mural"** means a display, or illustration painted on a building, or wall within a public view not intended to advertise a product, service, or business, and therefore is not considered a sign.
34. **"Mural sign"** means a display, or illustration painted on a building, or wall intended to advertise a product, service, or business.
35. **"Noncombustible Material"** means any material which will not ignite at, or below a temperature of one thousand two hundred (1,200) degrees during an exposure of five (5) minutes, and which will

not continue to burn or glow at that temperature. Tests shall be made as specified in U.B.C. No. 4-1.

36. **"Nonstructural Trim"** means the molding, battens, capping, nailing strips, latticing, cutout, or letters and walkways which are attached to the sign structure.
37. **"Off-site Advertising Display"** means any sign that advertises, or informs about a business organization, event, goods, products, services, or uses not available on the property upon which the sign is located.

The term "Off-site Advertising Sign" does not include Joint Use Sign, Temporary Tract Advertising Signs for subdivisions under construction in the City, Open House Directional Signs, Garage Sale Signs, Off-site Public Information Signs, off-site directional signs for purposes of identifying regional shopping centers, and Temporary Tract Advertising Signs.

38. **"Off-site Directional Sign"** means any sign that provides direction to retail, community, and cultural events not available on the property upon which the sign is located.

The term "Off-site Directional Sign" does not include Garage Sale Signs, Joint Use Signs, Official City or City-sponsored signs, Off-site Directional Signs identifying regional shopping centers, Off-site Public Information Signs, Open House Directional Signs, and Temporary Tract Advertising Signs.

39. **"Off-site Public Information Sign"** means a sign that is placed proximate to a major city entry on privately owned property that is used to provide non-advertising information and/or identification symbols or plaques to the public for civic organizations, service clubs or other quasi-public uses and is erected within the public right-of-way.
40. **"Open House Directional Sign"** means a sign, no larger than six (6) square feet in sign area per side, used primarily for the purpose of directing traffic to a house being offered for sale or lease.
41. **"Other Advertising Structure"** means any device erected or used for the same purpose as a sign, whether erected, or used:
 - a. Exclusively for advertising purposes, upon which any poster bill, printing, painting device, or other advertisement or identification of any kind whatsoever may be placed, posted, painted, fastened, or affixed.
 - b. Exclusively for advertising purposes and including any spectacle, display or advertising statuary.
42. **"Permanent Sign"** means every sign except temporary sign as defined herein.
43. **"Political Sign"** means a sign which is designated to influence the action of the voters, and election, or defeat of a candidate for the nomination, or election to any public office, or a measure appearing on the ballot at any national, state, district, or local election.
44. **"Portable"** means an object that is capable of being borne or carried, easily transported, or conveyed without difficulty.
45. **"Portable Sign"** means and includes a sign that is portable and capable of being borne, or carried, easily transported, or conveyed without difficulty, is capable of standing without support or attachment, is unattached to any structure, and is used for advertising purposes.
46. **"Projection"** means the distance by which a sign extends over public property or beyond the building line.
47. **"Projecting Sign"** means a sign other than a wall sign which projects from, and is supported by a wall of a building or structure.

48. **"Public Information Sign"** means a sign erected for the sole purpose of displaying advertisement for community activities and/or identification symbols or plaques for civic organizations or service clubs.
49. **"Public Street Frontage"** means a publicly owned street immediately adjacent to the parcel, for purposes of sign area and height calculations. Public streets for which the parcel does not have access rights are not included for purposes of any sign calculations.
50. **Raceway.** See "exposed raceway."
51. **"Regional Shopping Center"** means any commercial development on one (1) or more parcels of land which are contiguous, or across from a right-of-way which contains a gross land area of at least thirty (30) acres or a gross building area of at least 200,000 square feet. Current regional shopping centers are McCarthy Ranch Marketplace, the Town Center shopping center, and the Great Mall and its out-parcels zoned General Commercial.
52. **"Roof Sign"** means a sign erected upon or above a roof or a part of a parapet of a building or structure.
53. **"Scoreboard Sign"** means a sign located on scoreboard structures located in an adult or youth outdoor playing field on public property and shall be for products or businesses available to persons of all ages.
54. **"Shopping Center"** means any commercial development containing five (5) or more stores or businesses on one (1) or more parcels of land operating as an integrated use and having a gross parcel area of five (5) or more acres.
55. **"Shopping Center Identification Sign"** means a sign located on the site of a shopping center or regional shopping center that states the name of the shopping center or regional shopping center.
56. **"Sign"** means every announcement, declaration, demonstration, display, illustration insignia, surface, or space when erected or maintained out of doors in view of the general public for identification, advertisement or promotion of the interests of any person.
57. **"Sign Area"** means the area of a sign to be calculated that includes all lettering, wording, and accompanying designs or symbols, together with any background of a different material or color than the remainder of the wall of the building to which is affixed or upon which it is painted. In the case of a freestanding sign, the supports or uprights on which any sign is supported should not be included in determining the sign area unless such supports or uprights are designed in a manner as to form an integral background of the sign.

Where the sign consists of individual letters or symbols, the area shall be considered to be that of the smallest rectangle, circle, square, or triangle which can be drawn to encompass all of the letters. Provided however, that where such individual type letters or symbols are separated more than thirty-six (36) inches from each other, those letters or symbols shall be calculated separately.

If the sign has more than one (1) advertising surface, the sum of all the areas of all such surfaces shall be the area of the advertising surface of such sign except that, if two (2) surfaces on the same face in opposite directions (i.e., the relative angles between the directions they face is one hundred eighty (180) degrees) and the distance between such two (2) surfaces is not more than twenty-four (24) inches, then the area of only one of the two surfaces (the largest if they are not equal) shall be included in the computation.

58. **"Sign Program"** means a specific set of design standards established for the purpose of unifying a variety of signs associated with a multitenant or multiuse project, building or complex of buildings.
59. **"Sign Surface"** means the surface of the sign upon, against or through which the message is displayed or illustrated.

60. **"Snipe sign"** means temporary or portable signs advertising events that are fastened to fence, utility poles, or other structures or fixtures and also including signs on sticks stuck in the ground and usually found off-site. These do not include real estate, political or open house signs.
61. **"Statuary Sign"** means statuary used for advertising purposes or representing the logo of a business.
62. **"Temporary Sign"** means any sign, banner, flag, valance, pennant, streamer, whirligig or advertising display, constructed of cloth, canvas, fabric, cardboard, plywood or other light material with or without a frame, whether attached or portable, and designed or intended to be displayed for a short period of time.
63. **"Temporary Promotional Sign"** means any temporary Balloon Signs, banners, and similar advertising devices when used only for special promotional events.
64. **"Temporary Tract Advertising Sign"** means a uniformly designed sign which advertises a residential development.
65. **"Vehicle-Mounted Sign"** means a sign, used for the purpose of advertising, larger than three (3) feet by three (3) feet mounted on, attached to or capable of being borne or carried, easily transported or conveyed without difficulty by a vehicle, where that vehicle is parked on public or private property. This definition does not include signs on delivery vehicles in the act of making a delivery or signs on vehicles parked on residential driveways or public streets.
66. **"Wall Sign"** means any sign painted on, attached to or erected against the wall of a building or structure.
67. **"Window Sign"** means any sign painted, attached, glued or otherwise affixed to the interior or exterior surfaces of a window or suspended or located within three (3) feet of the window for the primary purpose of being visible from the exterior of the building.

"Single Household Unit" means the functional equivalent of a traditional family, whose members are a non-transient interactive group of persons jointly occupying a single dwelling unit, including the joint use of common areas which are not compartmentalized, such locked cabinets or doors. A single housekeeping unit shall be limited to one (1) kitchen and shall have permanent internal access to all rooms within the dwelling unit, except as provided for Accessory Dwelling Units.

"Single Room Occupancy (SRO) Residence" means a multi-tenant building consisting of single room dwelling units that are the primary residence of its occupants, containing either individual or shared kitchen and bathroom facilities. These units are small (generally less than 350 square feet), and provide a valuable source of affordable housing for individuals and can serve as an entry point into the housing market for formerly homeless people.

Slope. Same as "Natural Land Slope."

"Specific plan" means a detailed plan for the development of a specific area. Specific plans are a significant tool to implement the General Plan. A specific plan documents the proposed distribution, location, extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, parks and other essential facilities proposed to be located within or needed to support the land uses described in the plan, as well as implementation and financing methods and added benefits to the City as a whole.

Stable, Private. "Private stable" means a detached accessory building for the keeping of horses owned by the occupants of the premises and not kept for remuneration, hire or sale.

Stable, Public. "Public stable" means a stable other than a private stable.

"Story" means that portion of a building included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between such floor and ceiling next above it.

Story, Half. "Half story" means a story under a gable, hip or gambrel roof, the wall plates on which least two (2) opposite exterior walls are not more than four (4) feet above the floor of such story.

"Street" means a permanently reserved thoroughfare which affords principal means of access to abutting property.

"Structure" means anything constructed or erected, which requires location on the ground or is attached to something having a location on the ground.

"Supportive Housing" means housing with no limit on length of stay, that is occupied by the target population as defined in Section 11302 of Title 42 of the United States Code, as may be amended, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community as defined in the California Health and Safety Code Section 50801(e), as may be amended.

T

"Thrift Store" means any profit or nonprofit business, organization, group or otherwise that engages in or specializes in the sale or resale of previously owned or used goods and merchandise from an area greater than 25 percent of the total floor area devoted to retail sales and whose goods and merchandise are donated or primarily donated. A specialty retail store that sells used goods or merchandise not donated for sale, including but not limited to used record stores, used book stores, used furniture stores, and sports trading card stores, shall not be considered a thrift store for the purpose of this Chapter.

"Townhouses" means dwelling units that are attached at their sides in groups of three or more and are sited on individual lots with vehicular access from driveways. Private rear yards or patios and common open space may be part of a townhouse development.

Trailer, Automobile. "Automobile trailer" means a vehicle without motive power designed to be drawn by a motor vehicle and to be used for human habitation or for carrying persons and property, including a trailer coach or house trailer.

"Transitional Housing" means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months as defined in the California Health and Safety Code Section 50801(e), as may be amended.

"Tri-laminate Asphalt Composition" means an asphalt composition roof material that is comprised of three layers of tile adhered together to create one shingle and when installed overlap with another row of three-layered tile for a total minimum thickness of $\frac{7}{8}$ inches.

"Tutoring Centers" means facilities offering academic instruction to individuals or groups in a classroom setting.

U

"Unreasonable Period of Time" means not less than thirty (30) calendar days following notification by the City to the owner/occupant pursuant to this Chapter that the property is in violation of this Chapter. The City Manager, upon a finding that the violation in question constitutes a threat to the health and safety of any person may designate a time period of thirty (30) calendar days or less upon notice to the owner/occupant to abate the nuisance. Prior notice shall not be required for summary abatement pursuant to this Chapter.

"Usable Open Space" means any open space, the smallest dimension of which is at least six (6) feet and which is not used as storage or for movement of motor vehicles. Yards abutting a public street, which are not adequately screened for privacy, in the opinion of the Planning Commission, shall not qualify as usable open space.

"Use" means the purpose for which land or a building is arranged, designed or intended, or for which either land or building is or may be occupied or maintained.

V

"Video Sales and Rental Store" means any place of business which includes the sale or rental of prerecorded video tapes, laser discs, compact discs, or any other medium which projects pictures on a screen.

W

Wireless Communications Facilities Definitions. For the purposes of wireless communications facilities, the following definitions shall apply:

1. **"Commercial Wireless Communication Facility"** means a wireless communication facility operated by a for-profit business or for-profit purposes. See by contrast, "Noncommercial wireless communication facility."
2. **"Noncommercial Wireless Communication Facility"** means a wireless communication facility operated by a government agency, a nonprofit organization, a for-profit business for nonprofit purposes or a private citizen for personal use. It includes all amateur radio facilities. See by contrast, "Commercial wireless communication facility."
3. **"Stealth Wireless Communications Facility"** means any antenna designed to be architecturally integrated into a building that is architecturally consistent with the building design. Examples include a steeple, cupola or tower element on a building and do not include flag poles, monopoles or other structures designed to house antenna and resemble natural features.
4. **"Wireless Communication Facility"** means the equipment and associated structures needed to transmit and/or receive electromagnetic signals. A wireless communication facility typically includes antennas, supporting structures (including, but not limited to, monopoles, utility structures, buildings and accessory structures), enclosures and/or cabinets housing associated equipment, cable, access roads and other accessory development.

Y

"Yard" means an open space, other than a court, on a lot, unoccupied and unobstructed, except by eaves, from the ground upward, except as otherwise provided in this Chapter. Where applicable, yards shall be measured perpendicularly from the property line to the face of the nearest exterior wall of any main building, except as otherwise provided in this Chapter (See Subsection XI-10-55.04-11). Setback shall be synonymous with yard.

Yard, Front. "Front yard" means a yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel thereto on the lot.

Yard, Rear. "Rear yard" means a yard extending across the full width of the lot between the most rear main building and the rear lot line; the depth of the required rear yard shall be measured horizontally from the nearest point of the rear lot line toward the nearest exterior wall of the main building.

Yard, Side. "Side yard" means a yard between the main building and the side lot line extending from the front yard, or front lot line where no front yard is required, to the rear yard; the width of the required side yard shall be measured horizontally from the nearest point of the side lot line toward the nearest exterior wall of the main building.

Z

Zone. See "district."

SECTION 5. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 4

Title XI, Chapter 10, Section 4 (Residential Zones and Standards), Subsection XI-10-4.02 (Residential Regulations) of the Milpitas Municipal Code is hereby amended to read as follows:

Item # 13.

XI-10-4.02 Residential Use Regulations

**Table XI-10-4.02-1
Residential Zone Uses**

Use	R1	R2	R3	R4	R5
1. Commercial					
Commercial services ^{1,2}	NP	NP	C	C	C
Personal services ^{1,2}	NP	NP	C	C	C
Retail ¹	NP	NP	C	C	C
2. Professional Offices and related uses					
Offices, business and professional ^{1,2}	NP	NP	C	C	C
3. Public/Quasi-Public and Institutional Uses					
Child care center	C	C	C	C	P
Nursing home ³	NP	C	C	C	C
Park, playground or community center (non-profit)	C	C	C	C	C
Parking lots	C	C	C	C	C
School (not trade or vocational)	C	C	C	C	C
Places of Assembly	C	C	C	C	C
4. Residential Uses					
Condominiums and condo conversions	NP	SFR: C Duplex: C	C	C	C
Duplex (Two dwellings)	NP	P	NP	NP	NP
Group dwelling	NP	NP	NP	C	C
Guest house	C	NP	NP	NP	NP
Manufactured home ⁴	P	P	NP	NP	NP
Multi-family dwellings (Three or more units)	NP	NP	P	P	P
Planned unit development ⁵	P	P	P	P	P
Accessory dwelling unit ⁶	P	SFR: P Duplex: P	P	P	P
Single-family dwelling	P	P	NP	NP	NP
Single-room occupancy residences ⁷	NP	NP	C	C	C
Transitional and supportive housing	p ⁸	p ⁸	p ⁹	p ⁹	p ⁹
5. Restaurants or Food Service					
Restaurants ¹	NP	NP	C	P/C	P/C
Catering Establishment ¹⁰	NP	NP	NP	NP	NP
Mobile Food Vending (individual vehicle) ¹¹	p ^{12, 13, 14}	p ^{12, 13, 14}	p ^{12, 13, 14}	p ^{12, 13, 14}	p ^{12, 13, 14}
Mobile Food Park	NP	NP	NP	NP	NP
Commissary ¹⁰	NP	NP	NP	NP	NP
6. Unclassified Uses					
Agriculture ^{10, 15}	P	P	P	NP	NP
Boarding house (three or more persons)	NP	C	C	C	C

Golf course ¹⁴¹⁶	C	C	C	NP	1	Item # 13.
Live work units ¹²¹⁷	NP	NP	C	C	C	
Model home complex ¹³¹⁸	P	P	P	P	P	
Short-Term Rentals ¹⁴¹⁹	P	P	P	P	P	

¹ Refer to Subsection XI-10-4.03(A) and (B), Residential Zone Special Uses, of this Chapter, for standards.

~~² Refer to Subsection XI-10-4.03(B), Residential Zone Special Uses, of this Chapter, for standards.~~

² When located on the ground floor, retail sales of products related to the personal services provided shall be offered at the front of the premises near the pedestrian entrance and shall comprise at least 10 percent of the floor area of the business establishment.

³ Licensed nursing home serving more than six persons, except when used primarily for contagious sickness, mental or drug alcohol addict cases.

⁴ Refer to Subsection XI-10-13.07, Manufactured Homes, of this Chapter, for standards.

⁵ Refer to Subsection XI-10-54.07, Planned Unit Developments, of this Title, for standards.

⁶ In conjunction with existing or proposed legal single-family, duplex, or multi-family dwellings. Refer to Subsection XI-10-13.08, Accessory Dwelling Units, of this Chapter, for standards.

⁷ Refer to XI-10-13.13, Special Uses, Single Room Occupancy Residences, of this Chapter.

⁸ Permitted only in single family dwellings.

⁹ Permitted only in multi-family dwellings.

¹⁰ May be permitted with approval of a Conditional Use Permit for kitchens associated with a civic or community organization, such as a church or social club.

¹¹ Refer to Subsection XI-10-13.18, Mobile Food Vending, of this Chapter.

¹² Mobile food vending in the R1, R2, and R3 zones may be permitted in the public right-of-way as part of an approved special event. See Subsection XI-10-13.18(C)(3)(a)(i). Mobile food vending in the R4 and R5 zones is permitted in the public right-of-way upon issuance of all required City and County permits (see Subsection XI-10-13.18(H)).

¹³ In all residential zones, mobile food vending on private property may be permitted on a parcel having a current certificate of use and occupancy as a museum, hospital, school, or place of religious assembly and worship, provided that the mobile food vending use shall not operate more frequently than once per week and for no longer than three consecutive days.

¹⁴ In the R1, R2, and R3 residential zones, mobile food vending shall not be permitted on a private property having a residential use. In the R4 and R5 residential zones, mobile food vending on private property having residential use may be permitted as part of an approved, one-time or recurring special event. See Subsection XI-10-13.18(C)(3)(a)(i).

~~¹⁰¹⁵ Except for the raising of animals or fowl for commercial purposes, or the sale of any products at retail on the premises.~~

~~¹¹¹⁶ Except for driving tee or range, miniature course and similar uses operated for commercial purposes.~~

~~¹²¹⁷ Allowed commercial uses to be specified through the Conditional Use Permit process.~~

~~¹³¹⁸ Refer to Subsection XI-10-13.11(E), Model Home Complexes and Sales Offices, of this Chapter for temporary tract offices.~~

~~¹⁴¹⁹ Subject to the requirements of Subsection XI-10-13.16, Short-Term Rentals, of this Chapter.~~

Title XI, Chapter 10, Section 4 (Residential Zones and Standards), Subsection XI-10-4.03 (Residential Zone Special Uses) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-4.03 Residential Zone Special Uses

- A. Incidental Services Within R3 Zones. Incidental services such as restaurants and retail sales to serve residents may be allowed through the approval of a Conditional Use Permit in accordance with the provisions in Section XI-10-57.04, of this chapter, provided there is no exterior display or advertising and such activities are conducted in spaces which are integral parts of a main building.
- B. ~~Commercial~~Personal Services, Retail and Offices within R4 and R5 Zones. ~~Commercial~~Personal services, retail and offices may be permitted provided they are:
 1. Less than or equal to ten thousand (10,000) square feet in gross floor area;

2. Not open past 10:00 p.m.;
3. Not specifically noted in Table XI-10-4.02-1, Residential Zone Uses, of this Chapter, requiring Conditional Use Permit approval or listed as a prohibited use; and
4. Not listed as a prohibited use in Section XI-10-4.02(B), Prohibited Uses, of this Chapter.

If items 1 through 2, above, are not met, then approval of a Conditional Use Permit is required in accordance with Section XI-10-57.04, of this Chapter.

C. Affordable Housing. Affordable housing units should be provided in all new housing projects. While twenty percent (20%) is the minimum goal, affordable unit requirements will be determined on a project by project basis, taking into consideration the size and location of the project, the type of housing unit, proximity to transit and the mix of affordable units in the vicinity.

SECTION 6. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 5

Title XI, Chapter 10, Section 5 (Commercial Zones and Standards), Subsection XI-10-5.02 (Commercial Use Regulations) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-5.02 Commercial Use Regulations

**Table XI-10-5.02-1
Commercial Zone Uses**

Use	CO	C1	C2	HS	TC
1. Commercial Uses					
Alcoholic beverage sales	C ⁶¹	C	C	NP	C
Art/photography studio or gallery	NP	P	P	P	P
Bookstore	NP	P	P	P	P
Business support services	NP²	NP²	P	P	MC
Commercial services⁺	P	P	P	NP	P
Check cashing and payday loan businesses	NP	NP	C	C	MC
Funeral home or mortician	NP	NP	C	C	NP
Furniture sales	NP	P	P	P	P
Furniture repair and reupholstering	NP	NP	P	P	NP
Grocery store (supermarkets)					
Within 1,000 ft. of residential zone	NP	C	C	C	C
Not within 1,000 ft. of residential zone	NP	P	P	P	P
Head/smoke/tobacco shop	NP	C	C	NP	C
Home improvement (hardware, blinds, interior decorating, etc.)	NP	P	P	C	P
Not fully enclosed operation	NP	C	C	C	C
Household appliance store	NP	NP	P	P	NP
Small appliance repair	NP	NP	MCS	P	NP
Large appliance repair	NP	NP	NP	P	NP
Janitorial services	NP	NP	P	P	NP
Newsstand					
Indoor	P	P	P	NP	P
Outdoor	C	C	C	NP	C
Nursery (flower or plant)					

Indoor	NP	NP	P ²³	P	P	Item # 13.
Outdoor	NP	NP	C	P	NP	
Office supply sales (stationery, equipment)	P	P	P	P	P	
Paint and wallpaper stores	NP	NP	P	P	P	
Pawnshops	NP	NP	C	NP	NP	
<u>Personal services</u> ⁴	<u>NP</u>	<u>P</u>	<u>P</u>	<u>NP</u>	<u>P</u>	
Pet stores	NP	NP	P	P	P	
Printing (newspaper, publishing)	NP	NP	P	P	P	
Rentals (medical supplies, costumes, party equipment, office equipment)	NP	NP	P	P	P	
<u>Repair and cleaning, small items</u>	<u>NP</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Retail stores, general merchandise	NP	P	P	NP	P	
Tanning salon	NP	NP	P	NP	P	
Thrift store ³⁵	NP	C	P	P	P	
2. Entertainment and Recreation						
Adult business ⁴⁶	NP	NP	NP	P	NP	
Bowling alley	NP	NP	P	P	P	
Commercial athletic facilities						
Indoor	NP	C	P	P	P	
Outdoor	NP	NP	NP	C	NP	
Motion picture theater (See 7 below)						
Recreation or entertainment facility	NP	C	C	C	C	
Shooting range, indoor	NP	NP	NP	C	NP	
3. Health and Veterinarian Uses						
Animal grooming (no boarding)	NP	P	P	P	P	
Hospital	C	NP	C	C	C	
Kennel	NP	NP	C	NP	NP	
Massage establishment ⁷⁴⁵	NP	NP	MC	MC	MC	
Massage establishment, accessory ⁷⁴⁵	NP	NP	MCS	MCS	MCS	
Medical and dental office	P	P	P	NP	P	
Medical and dental clinic	P	C	C	NP	P	
Medical support laboratories	P	C	C	C	C	
Optician and optometrist shop	P	P	P	NP	P	
Pharmacy or drug store	NP	P	P	P	P	
Sauna and steam bath	NP	NP	NP	P	NP	
Veterinary clinic	NP	NP	P	P	P	
4. Industrial Uses ⁵⁸						
Assembly from pre-processed materials	NP	NP	C	NP	NP	
Commercial fueling facility	NP	NP	NP	C	NP	
Commercial laboratory	NP	NP	C	P	NP	
Contractor's yards and offices	NP	NP	C	C	NP	
Disinfection and extermination business	NP	NP	C	P	NP	
Dry cleaning plant	NP	NP	NP	P	NP	
Food storage locker	NP	NP	NP	P	NP	
Landscape contractor	NP	NP	C	P	NP	
Lumberyards	NP	NP	C	C	NP	
Mini-storage complex	NP	NP	C	C	NP	

Plumbing, metalworking, glassworking or woodworking	NP	NP	C	C	N	Item # 13.
Research & development	NP	NP	C	NP	NP	
Sign sales and fabrication (Electric and neon sign, sign painting)	NP	NP	C	P	NP	
Warehousing and wholesale	NP	NP	C	NP	NP	
5. Lodging						
Hotel and motel	NP	NP	C	C	C	
6. Professional Offices, Financial Institutions and Related Uses						
Automatic teller machines (freestanding) ⁶⁹	NP	P	P	P	P	
Financial institutions (banks, savings and loans, etc.)	P	P	P	P	P	
General offices (administrative and business services, real estate, travel agencies, etc.) <u>Offices, business and professional</u>	P	P	P	P	P	
7. Public, Quasi-Public and Assembly Uses						
Auction hall	NP	NP	C	C	C	
Child care						
Child care center	C	C	C	C	C	
Day care school	C	C	C	C	C	
Large family child care home	NP	NP	NP	NP	C	
Small family child care home	NP	NP	NP	NP	C	
Places of assembly	C	C	C	C	C	
Cultural center	NP	NP	C	C	C	
Educational institutions						
Schools, private (elementary, middle, high)	NP	NP	C	NP	C	
Trade and vocational school	C	NP	P	P	C	
Farmer's market (not including flea market)	NP	C	C	C	C	
Instruction						
Group	MCS	MCS	MCS	MCS	MCS	
Private	P	P	P	P	P	
Motion picture theater						
Indoor	NP	C	C	C	C	
Outdoor	NP	NP	NP	C	NP	
Parking facility, storage garage	NP	P	P	C	C	
Public utilities	C	C	C	C	C	
Transportation facility (taxi, limousine, etc.)	NP	NP	C	C	C	
8. Restaurants or Food Service						
Banquet hall	NP	NP	C	C	C	
Bar or nightclub	NP	NP	C ¹⁷¹⁰	C	C ¹⁷¹⁰	
Catering establishment	C	NP	P	P	P	
Restaurants	C ⁷¹	P	P	P	P	
With music (indoor/outdoor)	NP	P ¹⁷¹⁰	P ¹⁷¹⁰	C	P ¹⁷¹⁰	
With other live entertainment/dancing	NP	NP	C	C	C	
With drive-in or drive-through	NP	C	C	C	C	
With ancillary on-premise beer & wine with no separate bar	NP	MC	PMC	MC	MC	
Mobile Food Vending (individual vehicle) ¹⁶¹¹	P	P	P	P	P	

Mobile Food Park ¹⁴⁶¹¹	MC	MC	MC	MC	M	Item # 13.
Commissary	MC	P	P	P	MC	
9. Residential Uses						
Caretaker (in conjunction with contractor's yard or mini-storage complex)	NP	NP	C	C	NP	
Emergency shelters ⁹¹²	NP	NP	NP	P/C	NP	
Single-room occupancy residences ¹⁴⁰¹³	NP	NP	NP	C	NP	
10. Vehicle Related Uses						
Auto repair (tire, oil change, smog check, etc.)	NP	NP	C	C	NP	
Auto sales and rental, outdoor (new and used cars, RV and truck)	NP	NP	C	C	NP	
Auto broker (wholesale, no vehicles on site)	MCS	MCS	MCS	MCS	MCS	
Car wash	NP	NP	C	C	NP	
Service stations (with or without repair or retail) ¹⁴¹¹⁴	C	C	C	C	C	
Drive through uses (restaurants, pharmacies, etc.)	NP	C	C	C	C	
11. Unclassified Uses						
Accessory structures ¹⁴²¹⁵	P	P	P	P	P	
Model home complex ¹⁴³¹⁶	NP	NP	NP	NP	P	
Mortuary or crematory	NP	NP	NP	C	NP	
Radio or television station	NP	NP	C	P	NP	
Temporary seasonal sales ¹⁴⁴¹⁷	NP	P	P	P	P	

⁷¹ When intended to serve the occupants and patrons of the permitted use (office, etc.) and conducted and entered from within the building and provided there is no exterior display of advertising.

¹⁴² Refer to the definition for "Commercial Services" in Section 2, Definitions, of this Chapter. Copy/quick-printing shops and mailbox rental facilities shall be permitted in the CO, C1, and TC zones. All other uses classified as Business Support Services shall not be permitted in these zones.

³ Provided that all incidental equipment and supplies, including fertilizer and empty cans, are kept within a building.

⁴ When located on the ground floor, retail sales of products related to the Personal Services provided shall be offered at the front of the premises near the pedestrian entrance and shall comprise at least 10 percent of the floor area of the business establishment.

⁵ Refer to XI-10-5.04, Commercial Zone Special Development Standards, of this Chapter.

⁶ In accordance with the Title III, Chapter 4, Adult Business Ordinance, and Subsection 13.04, Adult Businesses, of this Chapter.

⁷ Massage establishments are subject to Title III, Chapter 6 of the Milpitas Municipal Code and Subsection XI-10-13.16 of this title. Refer to Subsection XI-10-13.16, of this Title, for special provisions for massage establishments.

⁸ For conditionally permitted uses, refer to Subsection 57.04(C) (9), Certain Industrial Uses within Commercial Districts, of this Chapter.

⁹ Refer to Subsection 57.03, Site Development Permits and Minor Site Development Permits, of this Chapter.

¹⁰ Indoor or outdoor music is permitted as an accessory use on the same parcel in conjunction with a restaurant or bar that is a principal permitted use or approved conditional use in the C1, C2, and TC zones. See also Subsection XI-10-5.04(E) for additional regulations.

¹⁴¹ Refer to Subsection XI-10-13.18, Mobile Food Vending, of this Chapter.

¹² Refer to XI-10-13.14, Special Uses, Emergency Shelters, of this Chapter.

¹³ Refer to XI-10-13.13, Special Uses, Single Room Occupancy Residences, of this Chapter.

¹⁴ Refer to Subsection XI-10-6.02-2, Special Uses, of this Chapter, for standards. Service stations shall follow the "General development policy: Gasoline service stations, and automotive service centers" adopted by the City Council on December 19, 1995.

¹⁵ Not including warehouses on the same site as the permitted use.

¹⁶ No tract sign shall be permitted within 600 feet of a Santa Clara County Expressway.

¹⁷ Refer to Section 13.11, Temporary Uses and Structures, of this Chapter.

² Provided that all incidental equipment and supplies, including fertilizer and empty cans, are kept within a building.

- ³ ~~Refer to XI-10-5.04, Commercial Zone Special Development Standards, of this Chapter.~~
- ⁴ ~~In accordance with the Title III, Chapter 4, Adult Business Ordinance, and Subsection 13.04, Adult Businesses, of this Chapter.~~
- ⁵ ~~For conditionally permitted uses, refer to Subsection 57.04(C) (9), Certain Industrial Uses within Commercial Districts, of this Chapter.~~
- ⁶ ~~Refer to Subsection 57.03, Site Development Permits and Minor Site Development Permits, of this Chapter.~~
- ⁷ ~~When intended to serve the occupants and patrons of the permitted use (office, etc.) and conducted and entered from within the building and provided there is no exterior display of advertising.~~
- ⁸ ~~Refer to Subsection 5.02-1, Commercial Zone Special Uses, of this Section.~~
- ⁹ ~~Refer to XI-10-13.14, Special Uses, Emergency Shelters, of this Chapter.~~
- ¹⁰ ~~Refer to XI-10-13.13, Special Uses, Single Room Occupancy Residences, of this Chapter.~~
- ¹¹ ~~Refer to Subsection XI-10-6.02-2, Special Uses, of this Chapter, for standards. Service stations shall follow the "General development policy: Gasoline service stations, and automotive service centers" adopted by the City Council on December 19, 1995.~~
- ¹² ~~Not including warehouses on the same site as the permitted use.~~
- ¹³ ~~No tract sign shall be permitted within 600 feet of a Santa Clara County Expressway.~~
- ¹⁴ ~~Refer to Section 13.11, Temporary Uses and Structures, of this Chapter.~~
- ¹⁵ ~~Massage establishments are subject to Title III, Chapter 6 of the Milpitas Municipal Code and Subsection XI-10-13.16 of this title. Refer to Subsection XI-10-13.16, of this Title, for special provisions for massage establishments.~~
- ¹⁶ ~~Refer to Subsection XI-10-13.18, Mobile Food Vending, of this Chapter.~~

SECTION 7. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 6

Title XI, Chapter 10, Section 6 (Mixed Use Zones and Standards), Subsection XI-10-6.02 (Mixed Use Regulations) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-6.02 Mixed Use Regulations

**Table XI-10-6.02-1
Mixed Use Zone Uses**

Use	MXD	MXD2		MXD3
		Ground Level (Facing Retail street)	Upper Floor	
1. Commercial Uses				
Alcohol beverage sales	C	C	C	C
<u>Business support services¹</u>	<u>P</u>	<u>NP²</u>	<u>NP</u>	<u>NP²</u>
<u>Commercial services¹</u>	<u>MCS</u>	<u>MCS</u>	<u>MCS</u>	<u>MCS</u>
Grocery stores (supermarkets)	C	C	C	C
Pawnshops ²³	C	C	C	C
<u>Personal services^{1, 4}</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Pet shops	C	NP	NP	NP
<u>Repair and cleaning shop, small items¹</u>	<u>P</u>	<u>MC</u>	<u>MC</u>	<u>MC</u>
Retail stores, general merchandise ³⁵	<u>MCSP</u>	<u>MCSP</u>	MCS	MCS
<u>Tanning salons</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Thrift shops (used merchandise)				
Retail	P	P	P	P
With collections	C	C	C	C
2. Entertainment and Recreation				
Commercial athletic facilities	P	P	P	P

Motion picture theater (see 6 below)				
Recreation or entertainment facility	C	C	C	C
3. Health and Veterinarian Uses				
Animal grooming (no boarding)	P	P	NP	P
Hospitals or sanitariums ⁴⁶	C	C	C	C
Massage establishment ¹⁷⁷	MC	MC	MC	MC
Massage establishment, accessory ¹⁷⁷	MCS	MCS	MCS	MCS
Medical or dental offices and clinics	P	NP	P	P
Medical support laboratories	P	P	P	P
Optician and optometrist shop	P	P	P	P
Pharmacy or drug store	P	P	P	P
Veterinarian clinic	P	P	P	P
4. Lodging				
Bed and breakfast	P	P	NP	NP
Boarding houses (3 or more persons)	C	C	C	C
Group dwellings	C	C	C	C
Hotels	C	P	P	P
Motels	C	C	C	C
5. Professional Offices, Financial Institutions and Related Uses ⁴				
Financial institutions (banks, savings and loans, etc.)	MCS	NP	MCS	P
Offices, <u>business and professional</u> ³⁵	MCS	NP	MCS	P
6. Public/Quasi Public and Assembly Uses				
Child care				
Child care center	C	P	C	P
Day care school	C	C	C	
Large family child care home	P	P	C	P
Small family child care home	P	P	P	P
Instruction				
Group ¹³⁵	P	NP	NP	NP
Private	P	P	P	P
Park, playground or community center ⁵⁸	O	O	O	O
Places of assembly ⁴⁶	C	C	C	C
Public utilities	C	C	C	C
Schools, private (elementary, middle and high) ⁴	C	C	C	C
Theaters (Indoor)	C	C	C	C
Trade and vocational schools ⁴⁶	C	C	C	C
Transportation facilities ²³	C	C	C	C
7. Residential Uses				
Multi-family housing ⁷⁹	P	NP ¹⁰	P	P
Transitional and supportive housing ⁷⁹	P	NP ¹⁰	P	P
Accessory Dwelling Unit ¹⁹¹¹	P	NP	P	P
8. Restaurants or Food Service				
Bar or nightclub	C ¹⁰¹²	C ¹⁰¹²	C	C ¹⁰¹²
Brewery/Eateries	MCS	MCS	NP	MCS
Catering establishments	C	C	C	C

Restaurants ²³	P/C	P/C	NP	P	Item # 13.
With music (indoor/outdoor)	P ⁴⁰¹²	P ⁴⁰¹²	NP	P ⁴⁰¹²	
With other live entertainment/dancing	C	C	NP	C	
With ancillary on-premise beer & wine with no separate bar	P	P	P	P	
Mobile Food Vending (individual vehicle) ²⁰¹³	P	P	NP	P	
Mobile Food Park ²⁰¹³	MC	NP	NP	MC	
Commissary	MC	NP	NP	MC	
9. Unclassified Uses					
Artisan Studios & Live-work units, woodworking or glassworking, plumbing or metalworking and sign shops ²³	MCS	MCS	MCS	MCS	
Lobbies and entries for upper floor uses	P	P	NP	P	
Model home complex ⁴¹⁴	P	P	P	P	
Mixed use developments ⁴²¹⁵	P	P	P	P	
Planned Unit Development ⁴³¹⁶	P	P	P	P	
Temporary seasonal sales ⁴⁴¹⁷	P	P	P	P	
Short-Term Rentals ¹⁸	P	NP	P	P	
10. Vehicle-Related Repair, Sales and Services					
Auto sales and rental ⁴⁵¹⁹	C	C	C	C	
Auto broker (wholesale, no vehicles on site) ²³	MCS	MCS	MCS	MCS	
Vehicle service uses ⁴⁶²⁰	C	NP	NP	C	

¹ Refer to Subsection XI-10-6.02-1(B), Performance standards for certain uses, of this Chapter, for standards.

² Copy/quick-printing shops and mailbox rental facilities shall be permitted in the MXD, MXD2 (Ground Floor), and MXD3 zones. All other uses classified as Business Support Services shall not be permitted in these zones.

²³ Refer to Subsection XI-10-6.02-1, Special Uses, of this Chapter, for standards.

⁴ When located on the ground floor, retail sales of products related to the Personal Services provided shall be offered at the front of the premises near the pedestrian entrance and shall comprise at least 10 percent of the floor area of the business establishment.

³⁵ Refer to Subsection XI-10-6.02-1(B) Performance standards for certain uses, of this Chapter.

⁴⁶ Refer to Subsection XI-10-6.02-2, Quasi-Public Uses, of this Chapter, for standards.

⁴⁷⁷ Massage establishments are subject to Title III, Chapter 6 of the Milpitas Municipal Code and Subsection XI-10-13.16 of this title. Refer to Subsection XI-10-13.16, of this Title, for special provisions for massage establishments.

⁵⁸ For parks, playgrounds or community center owned and operated by a government agency or a nonprofit community organization.

⁷⁹ Ground level residential is prohibited in the Ground Level Commercial Area as shown on the Midtown Specific Plan Land Use Map, Figure 3.1.

⁹¹⁰ Uses serving upper-floor residential uses, such as common gathering space, lobby, and resident services, may be allowed as ground floor uses where residential uses would otherwise not be permitted.

⁴⁹¹¹ Only allowed within multi-family dwellings, subject to the requirements of Subsection XI-10-13.08, Accessory Dwelling Units, of this Chapter.

⁴⁰¹² Indoor or outdoor music is permitted as an accessory use on the same parcel in conjunction with a restaurant or bar that is a principal permitted use or approved conditional use in the MXD, MXD2, and MXD3 zones. See also Subsection XI-10-6.06(B) for additional regulations.

²⁰¹³ Refer to Subsection XI-10-13.18, Mobile Food Vending, of this Chapter.

⁴¹⁴ Refer to Subsection XI-10-13.11(E), Model Home Complexes and Sales Offices, of this Chapter for temporary tract offices.

⁴²¹⁵ Which include only permitted uses.

⁴³¹⁶ Refer to Section XI-10-54.07, Planned Unit Developments, of this Chapter, for standards.

⁴⁴¹⁷ Refer to Section XI-10-13.11(D), Temporary Seasonal Sales, of this Chapter.

¹⁸ Only allowed within a dwelling unit, subject to the requirements of Subsection XI-10-13.17, Short-Term Rentals, of this Chapter.

⁴⁵¹⁹ ~~New and used auto, recreational vehicle and boat sales, excluding commercial vehicles, trucks, buses, vans, and farm equipment, with repairs and services, only allowed if fully enclosed within a building. Bicycle and auto rental agency, excluding commercial vehicles, trucks, buses, vans, boats and RV rentals, only if fully enclosed within a building.~~

⁴⁶²⁰ ~~Refer to Subsection XI-10-6.02-2, Special Uses, of this Chapter, for standards. Service stations shall follow the "General development policy: Gasoline service stations, and automotive service centers" adopted by the City Council on December 19, 1995.~~

⁶ ~~Refer to XI-10-13.14, Special Uses, Emergency Shelters, of this Chapter.~~

⁷ ~~Ground level residential is prohibited in the Ground Level Commercial Area as shown on the Midtown Specific Plan Land Use Map, Figure 3.1.~~

⁸ ~~Refer to XI-10-13.13, Special Uses, Single Room Occupancy Residences, of this Chapter.~~

¹¹ ~~Refer to Subsection XI-10-13.11(E), Model Home Complexes and Sales Offices, of this Chapter for temporary tract offices.~~

¹² ~~Which include only permitted uses.~~

¹³ ~~Refer to Section XI-10-54.07, Planned Unit Developments, of this Chapter, for standards.~~

¹⁴ ~~Refer to Section XI-10-13.11(D), Temporary Seasonal Sales, of this Chapter.~~

¹⁵ ~~New and used auto, recreational vehicle and boat sales, excluding commercial vehicles, trucks, buses, vans, and farm equipment, with accessory repairs and services, only allowed if fully enclosed within a building. Bicycle and auto rental agency, excluding commercial vehicles, trucks, buses, vans, boats and RV rentals, only if fully enclosed within a building.~~

¹⁶ ~~Refer to Subsection XI-10-6.02-2, Special Uses, of this Chapter, for standards. Service stations shall follow the "General development policy: Gasoline service stations, and automotive service centers" adopted by the City Council on December 19, 1995.~~

¹⁷ ~~Massage establishments are subject to Title III, Chapter 6 of the Milpitas Municipal Code and Subsection XI-10-13.16 of this title. Refer to Subsection XI-10-13.16, of this Title, for special provisions for massage establishments.~~

¹⁸ ~~Only allowed within a dwelling unit, subject to the requirements of Subsection XI-10-13.17, Short-Term Rentals, of this Chapter.~~

¹⁹ ~~Only allowed within multi-family dwellings, subject to the requirements of Subsection XI-10-13.08, Accessory Dwelling Units, of this Chapter.~~

²⁰ ~~Refer to Subsection XI-10-13.18, Mobile Food Vending, of this Chapter.~~

6.02-1 Mixed Use Zone Special Uses

- A.** Special Uses within all MXD zones. Certain uses noted in Table 6.02-1, Mixed Use Zone Uses may be allowed through the approval of a Conditional Use Permit and Minor Conditional Use Permits, in accordance with Subsection 57.04, Conditional Use Permits, of this Chapter, if they are not located within one thousand (1,000) feet of another same use listed below. This distance shall be measured from the property line of the parcel where such use is located.
1. Auto service uses, including but not limited to: gasoline service stations, car washes, tire shops, towing without vehicle storage and auto repair shops of all kinds, radiators, paint, body, glass, brakes, upholstery, and other similar types.
 2. Local transportation service facilities (e.g. taxi, parcel service, ambulance, armored car, and van storage) without outdoor storage of vehicles.
 3. Pawnshops.
- B.** Performance Standards for Certain Uses. For uses requiring approval of a Minor Conditional Use Permit by staff, in accordance with Section XI-10-57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter, the following performance standards below shall be met.
1. Auto Brokers. Auto Brokers may be permitted by right if the following standards are met:
 - a. Local Sales and Use Tax. In order to assist the City of Milpitas in its efforts to receive direct distribution of the local tax on materials associated with the project, the California Sales and Use Tax (the "Local Tax") shall be allocated to the project site, to the extent reasonably possible. Evidence of tax allocation or cause as to why such allocation cannot be made shall be submitted at the time of business license submittal.
 2. Auto Service Uses. Auto Service uses shall comply with the following standards:
 - a. All operations shall be conducted completely within an enclosed building.

- b. Entrances to the service bays shall not be open to the street but shall be designed to rear or interior side property line.
- 3. Artisans, Plumbing, Metalworking, Sign Shops and Woodworking or glass working shops. These uses shall comply with the following standards:
 - a. All operations shall be conducted completely within an enclosed building.
 - b. There shall be no dust, fume, or odor either emitted from the premise.
 - c. The operations shall not create excessive vibrations.
 - d. The operations shall be consistent with the City's noise standards.
 - e. Plumbing, metalworking, sign shops, woodworking or glass working shops shall not be closer than 1,000 feet of another same use measured from the property line.
- 4. ~~Commercial~~Personal Services, Business Support Services, and Repair and Cleaning-Small Items uses shall comply with the following:
 - a. When located within the MXD zone:
 - i. Located in the area designated for ground floor retail and are less than or equal to ten thousand (10,000) square feet in gross floor area;
 - ii. Located in the areas not designated for ground floor retail and are less than or equal to fifty thousand (50,000) square feet in gross floor area.
 - b. When located within the MXD2 and MXD3 zones they are less than or equal to fifty thousand (50,000) square feet in gross floor area;
 - c. They are not open past 10:00 p.m.;
 - d. They are not specifically noted in Table 6.02-1, Mixed Use Zone Uses, of this chapter, requiring Conditional Use Permit approval or listed as a prohibited use;
 - e. They are not listed as a prohibited use in Section 10-6.02 (B), Prohibited Uses, of this Chapter.

If items a through c above are not met, then approval of a Minor Conditional Use Permit is required in accordance with Subsection 57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter. Exceptions to the requirement for a Conditional Use Permit for such uses may be granted at the discretion of the Planning Director on a case-by-case basis, based upon a review of site-specific conditions.

- 5. Group Instruction uses shall comply with the following standards:
 - a. No loitering shall be permitted before or after any classes or sessions.
- 6. Restaurants may be permitted provided:
 - a. They have only ancillary on-premise consumption of beer and wine associated with food sales;
 - b. They have no separate bar area;
 - c. When located within the MXD2 and MXD3 zones they are located on the ground floor facing a public street designated as a retail mixed use street; and
 - d. They conform to the performance standards listed in this subsection (~~f~~e) below.

If items (a) through (d) above are not met, then approval of a Conditional Use Permit is required in accordance with Section 57, of this Chapter.

- e. Restaurant Performance Standards. Restaurants shall comply with the following performance standards:

- i. Seating shall not exceed that which the amount of parking allocated for the restaurant space would allow. A sign measuring at least one (1) foot by one (1) foot, with a lettering height of at least three (3) inches, shall be placed in a conspicuous location near the restaurant front entrance stating the maximum total seating allowed. Outdoor seating is allowed if it has been approved as part of the facility's Minor Site Development Permit or Site Development Permit and is operated in conformance with any conditions of that approval.
 - ii. The restaurant shall comply with the City Council's Guidelines for Recycling Enclosures (Resolution No. 6296).
 - iii. The restaurant shall incorporate measures to reduce odors to acceptable levels, including, but not limited to, installation of a scrubber, carbon filter or similar equipment, on the roof vent to control odors.
 - iv. All the facility's floor drains, trash compactors and indoor mat and equipment washing areas shall be drained to the sanitary sewer.
 - v. Where applicable, the restaurant shall maintain an active account with a tallow hauling company.
 - vi. The restaurant shall prepare and implement a program assigning restaurant staff responsibility for complying with the following guidelines which shall be adhered to while the restaurant is in operation:
 - 1) Wash all containers and equipment in the kitchen areas so that wash water may drain into the sanitary sewer.
 - 2) Keep garbage dumpsters clean inside and out; replace very dirty dumpsters with new, clean ones.
 - 3) Double bag waste to prevent leaking.
 - 4) Place, do not drop or throw, waste-filled bags, to prevent leaking.
 - 5) Keep the ground under and around the garbage dumpsters swept.
 - 6) Sprinkle the ground lightly after sweeping with a mixture of water and a little bleach.
 - 7) Hold training sessions to instruct employees on the proper procedures in the handling and disposal of food items; the general maintenance and use of the compactor and any other procedures that would assist the business in complying with all State and local health and sanitation standards. A record of such training must be kept to prove compliance with this requirement.
 - 8) Post signs (in English and multi-lingual) inside the premises for all employees identifying procedures for food delivery and garbage disposal.
 - 9) All garbage bins shall be stored in the garbage enclosure except for the twelve (12) hours immediately before and after garbage collection.
7. Retail and Offices shall comply with the following:
- a. When located within the MXD zone:
 - i. Located in the area designated for ground floor retail and are less than or equal to ten thousand (10,000) square feet in gross floor area;
 - ii. Located in the areas not designated for ground floor retail and are less than or equal to fifty thousand (50,000) square feet in gross floor area.
 - b. When located within the MXD2 and MXD3 zones they are less than or equal to fifty thousand (50,000) square feet in gross floor area;
 - c. They are not open past 10:00 p.m.;
 - d. They are not specifically noted in Table 6.02-1, Mixed Use Zone Uses, of this Chapter, requiring Conditional Use Permit approval or listed as a prohibited use; and
 - e. They are not listed as a prohibited use in Section 10-6.02 (B), Prohibited Uses, of this Chapter.

If items a through c above are not met, then approval of a Conditional Use Permit is required in accordance with Section 57, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter.

6.02-2 Quasi-Public Uses within MXD Zone

- A. The following quasi-public uses may be permitted within the MXD zones provided their location is first approved by the Planning Commission, in accordance with Subsection 57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter, and they are not located within 1,000 feet of the parcel boundary of another quasi-public use listed below. This distance shall be measured from the property line of the parcel where such use is located.
1. Places of meeting or assembly, such as auditoriums, banquet halls, and fraternal or union halls. Churches and religious institutions are exempt from this spatial requirement.
 2. Hospitals or sanitariums.
 3. Private elementary, middle or high schools.
 4. Vocational schools, if not found objectionable due to noise, odor, vibration or other similar health, safety and welfare basis.

SECTION 8. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 7

Title XI, Chapter 10, Section 7 (Industrial Use Zones and Standards), Subsection XI-10-7.02 (Industrial Use Regulations) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-7.02 Industrial Use Regulations

**Table XI-10-7.02-1
Industrial Zone Uses**

Use	M1	M2	MP
1. Commercial Uses			
Adult Businesses ¹	P	NP	NP
Business support services	P	NP	P
Commercial services	P	NP	P
Furniture repair and reupholstery	P	NP	NP
Janitorial services	P	NP	P
Office supplies	C	NP	C
Personal services	C	NP	C
Printing (newspaper, blueprint, publishing)	P	NP	C
Repair and cleaning, small items	P	NP	NP
Retail stores, general merchandise ²	C	NP	C
2. Entertainment and Recreation Uses			
Billiards	C	NP	C
Commercial athletic facilities	C	NP	C
3. Health and Veterinarian Uses			
Hospitals	NP	NP	C
Kennel	P	NP	NP
Medical support laboratories	P	NP	P
Medical and dental offices and clinics ²	P	NP	P
Veterinarian hospital	P	NP	P

4. Industrial Uses			
Assembly from pre-processed materials ³	P	P	P
Auto assembly facility	NP	P	NP
Bottling facility	P	P	NP
Building material sales (equipment rental) ⁴	NP	C	NP
Commercial fueling facility	C	C	NP
Commercial laboratory	P	P	P
Contractor's yard and offices ⁴	NP	C	NP
Distribution facility	P	P	P
<u>Dry-cleaning plant</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Film processing, photo finishing and printing, etching, lithography, printmaking, and other similar creative industries</u>	<u>P</u>	<u>MCS</u>	<u>P</u>
Freight and trucking yard ⁴	NP	P	NP
Mini-storage complex	C	C	NP
Plumbing, metalworking, glassworking or woodworking	P	P	NP
Plant or facility (research & development, assembly, manufacturing, packaging, processing, repairing, etc. or materials, merchandise or products)	P	P	P
Pottery or tile manufacturing	P	P	NP
Recycling processing facility	C	C	NP
<u>Soils and materials testing laboratories</u>	<u>P</u>	<u>P</u>	<u>P</u>
Warehousing and wholesale	P	P	P
5. Lodging Uses			
Hotels/motels	C	NP	C
6. Professional Office Uses			
Administrative, professional or research <u>Offices, business and professional</u>	P	NP	P
Financial institutions (banks, savings and loans, etc.)	C	NP	P
7. Public, Quasi-Public and Assembly Uses			
Auditorium ⁵	NP	NP	C
Conference center ⁵	NP	NP	C
Vocational school	C	NP	C
Farmer's market (not including flea market) ⁶	NP	NP	C
Public utilities ⁷	P	P	P
Transportation facility (taxi, parcel service, armored car, etc.) ⁴	NP	P	NP
Temporary Public Safety Uses ⁸	C	C	C
Places of assembly ¹²⁹	C	NP	C
8. Residential Uses			
Caretaker's residence	C	C	NP
9. Restaurants or Food Service Uses			
Catering establishment	P	NP	P
Restaurants			
With on-site service of alcohol	C	NP	C
Without on-site service of alcohol	C	NP	C
With live entertainment/dancing	NP	NP	NP
Drive-in or drive-thru	C	NP	C
Mobile Food Vending (individual vehicle) ¹³¹⁰	P	P	P
Mobile Food Park	NP	NP	NP

Commissary	P	NP	Item # 13.
10. Vehicle Related Uses			
Auto junk yard ⁴	NP	C	NP
Auto repair (tire, oil change, smog check, etc.) ⁹¹¹	C	P	C ⁴⁰¹²
Service stations (with or without repair or retail) ⁹¹¹	C	C	C
With car wash	NP	C	C
Vehicle sales and rental (auto, RV and truck-new and used in operable condition) ⁴⁴¹³	C	C	C ⁴⁰¹²
Auto broker (wholesale, no vehicles on site) ⁴²⁹	MCS	MCS	MCS

¹ In accordance with the Title III, Chapter 4, Adult Business Ordinance and Subsection XI-10-13.04, Adult Businesses, of this Chapter.

² When found necessary to serve and appropriate to the industrial area.

³ Assembling, packaging, or distribution from previously prepared materials, such as cloth, plastic, paper, leather, precious or semi-precious metals or stones, electric or electronic instruments and devices such as television, radios, and pharmaceutical products.

⁴ When conducted wholly within a completely enclosed building or within an area enclosed on all sides with a solid wall or fence (e.g. chain link with slats) not less than eight feet in height.

⁵ Shall be ancillary to the primary use or associated with business or industrial uses.

⁶ Refer to Subsection XI-10-13.10, Farmers Markets, of this Chapter.

⁷ Includes service facilities, electric transmission and distribution substations and public utility service centers.

⁸ See Subsection XI-10-13.11(I), Temporary Public Safety Uses.

⁴²⁹ See Subsection XI-10-7.04(A)(1), Industrial Zone Special Development and Performance Standards.

⁴³⁰ Refer to Subsection XI-10-13.18, Mobile Food Vending, of this Chapter.

⁹¹¹ Entrances to the services bays shall not be open to the street, but shall be so designed to face the rear or interior side property line.

⁴⁰¹² Within MP zones, rental and repair may be considered only when ancillary to new auto dealerships.

⁴⁴¹³ Within MP zones, boat and camper sales are prohibited. Dealerships shall be on property at least three acres or greater in area.

~~⁴² See Subsection XI-10-7.04(A)(1), Industrial Zone Special Development and Performance Standards.~~

~~⁴³ Refer to Subsection XI-10-13.18, Mobile Food Vending, of this Chapter.~~

SECTION 9. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 53

Title XI, Chapter 10, Section 53 (Off-Street Parking Regulations), Subsection XI-10-53.09 (Off-Street Parking Required by Land Use) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-53.09 Off-Street Parking Required by Land Use

**Table 53.09-1
Number of Parking Spaces Required**

Use	Minimum Parking Spaces Required
A. Commercial Uses	
<u>Business Support Services</u>	<u>1 per 350 sq. ft.</u>
<u>Commercial Services¹ (floral shops, barber shops, dry cleaners, Laundromats, photocopy shops)</u>	<u>1 per 200 sq. ft.</u>
Furniture and appliance stores and other bulky item retail; <u>Furniture Repair and Reupholstery</u>	1 per 350 sq. ft.
General Retail and Convenience Stores; <u>Check Cashing</u>	1 per 200 sq. ft.
Mortuary, funeral parlor	1 per 4 seats and 1 per employee

Personal Services	1 per 200 sq. ft.
Plant nursery	1 per 200 sq. ft.
Repair and Cleaning, Small Items	1 per 200 sq. ft.
B. Entertainment and Recreation	
Arcade and amusement	1 per 200 sq. ft.
Billiards	1 per 200 sq. ft.
Bowling Alleys including incidental accessory uses (eating and drinking, billiards, etc.)	6 per alley or lane
Clubs and Lodges	1 per 200 sq. ft.
Commercial Athletic Facility (indoor)	1 per 150 sq. ft.
With outdoor or indoor sports courts	
Small courts (tennis, badminton)	2 per court plus required parking for other uses on site.
Large courts (basketball, volleyball)	5 per court plus required parking for other uses on site.
Golf Course	6 per hole plus parking for ancillary uses
Miniature Golf	1.25 per tee, plus 1 per employee
Motion Picture Theater (indoor)	1 per 3.5 seats
Nightclub	1 per 30 sq. ft.
C. Health and Veterinarian Uses	
Convalescent Homes	1 per 2 beds or 1 per 1,000 sq. ft, whichever is greater
Hospital	1 per bed or 1 per 220 sq. ft., whichever is greater
Kennel, indoor	1 per 1,000
Massage Establishments	Two per treatment room or if no treatment room, one per 2 chairs or 2 tables
Medical and dental Clinic and Office	1 per 225 sq. ft.
Veterinary Clinic and Animal Grooming	1 per 250 sq. ft.
D. Industrial Uses	
Distribution Manufacturing <u>Processing/Plant (Dry-cleaning plant, photo finishing/printing, etc.)</u> Warehousing	1 per 1,500 sq. ft.
Mini Storage	1 per 5,000 sq. ft., plus 1 per resident manager
Wholesale	1 per 500 sq. ft.
Research and Development Medical Laboratories <u>Soils and Materials Testing Laboratories</u> High employee demand uses	1 per 300 sq. ft.
Office space within an industrial building (to be combined with categories above)	1 per 350 sq. ft.
E. Lodging	
Extended Stay Hotels	0.7 per guest room or unit ⁵
Hotels	0.7 per guest room ⁵
Motels	0.7 per guest room ⁵
F. Professional Offices, Financial Institutions and Related Uses	
Automated Teller Machine (free standing)	2 per machine

Financial institutions (banks, savings and loans, etc.)	1 per 180 sq. ft.
Offices, administrative and business services and <u>professional</u>	1 per 240 sq. ft.
G. Public, Quasi-Public and Assembly Uses	
Adult Day Care	1 per 500 sq. ft.
Auditoriums and theaters and places of meeting and assembly	1 per 4 seats
<i>Child Care Uses^{2,3}:</i>	
Day Care School	1 per classroom or 1 per 500 sq. ft., whichever is greater.
Small family child care home	Same as required for underlying residential use
Large Family Child Care Home and Child Care Centers	1 per 1.5 employees
Community Center	1 per 4 fixed seats, or 1 per 6 linear feet of seating, plus 1 per 200 square feet of area without seating but designed for meeting or assembly by guests, plus 1 per 500 sq. ft. of outdoor area developed for recreational purposes
Museums	1 per 400 sq. ft.
Public Utilities	1 per 400 sq. ft.
Religious Institutions	1 per 5 seats in the main area of assembly plus parking for classrooms and offices in this table. Where there are no seats, then 1 seat equals 7 sq. ft.
<i>Educational Institutions:</i>	
School-elementary (K-8 Private)	1 per classroom, plus 1 per 240 sq. ft. of office
School-secondary (9-12 Private)	1 per classroom, plus 1 per 240 sq. ft. of office, plus 1 per 5 students
Vocational School, including business, professional, technical and trade	1 per 200 sq. ft.
Instructional Studios (Dance, Yoga)	1 per 150 sq. ft.
Private instruction, personal enrichment (tutoring)	1 per instructional area or classroom, whichever is greater. No fewer than 3 spaces.
Stadiums and arenas	1 per 4 seats
H. Restaurants or Food Service	
Banquet facilities	See restaurants below
Bars, Drinking Establishments	1 per 30 sq. ft.
Drive thru	See "Vehicle Related Uses" section.
<i>Restaurants:</i>	
Sit down:	
Indoor and outdoor:	1 per 39 square feet of dining area.
Take out:	1 per 2.5 seats (indoor/outdoor) plus 1 per 60 sq. ft. GFA for the ordering or take out area.
Mobile Food Parks	1 per 2.5 seats provide for on-site dining, plus 1 per 60 sq. ft. of lot area dedicated to mobile food vending.
I. Residential Uses	
Single Family and Duplexes:	
3 bedrooms or fewer	2 per unit ⁴

	4 or more bedrooms	3 per unit, plus 1 per each additional bedroom	Item # 13.
Multi-Family (R3—R5 zones):			
	Studio	1 covered per unit	
	1 bedroom	1.5 covered per unit	
	2—3 bedrooms	2 covered per unit	
	4 or more bedrooms	3 per unit, plus 1 additional space for each additional bedroom (at least two covered). ⁴	
Guest parking			
	Projects with Parking structures	15% of the total required, may be uncovered	
	Projects with Private garages	20% of the total required, may be uncovered	
	Bicycle parking	5% of the total required	
Boarding houses, dormitories, sororities and fraternities		1 per each room rented	
Live-Work Units		Single family and duplexes parking requirements shall apply, plus 1.5 for the commercial component	
Mixed Use buildings or sites			
Residential use			
	Studio	1 covered per unit	
	1 bedroom	1.5 covered per unit	
	2—3 bedrooms	2 covered per unit	
	4 or more bedrooms	3 per unit, plus 1 additional space for each additional bedroom (at least two covered). ⁴	
Guest parking			
	Projects with Parking structures	15% of the total required, may be uncovered	
	Projects with Private garages	20% of the total required, may be uncovered	
	Bicycle parking	5% of total required	
Commercial use			
	Ground Floor Retail	1 per 250 sq. ft.	
	Office	If building is 1,000 sq. ft. or smaller: 1 per 250 sq. ft. If building is larger than 1,000 sq. ft.: 3.3 per 1,000 sq. ft.	
	Short-Term Rentals	1 per unit	
	Other uses	Refer to specific uses within this table	
	Bicycle parking	5% of total required	
Mobile Homes		Refer to Section 13.07, Mobile Homes	
Senior Housing		1 per unit plus 2 per manager's unit	
Single Room Occupancy (SRO)		1 per unit	
J. Vehicle Related Uses			
Auto rental agency		1 per 400 sq. ft. plus 1 per rental vehicle	
Auto repair (tire, oil change, smog check, etc.)		3 per service bay	
Car Wash		1 per 200 sq. ft. of building area and reservoir space outside of building equal to two (2) times the maximum capacity of facility	
Gas & Service Stations:			
	With Retail	1 per 200 sq. ft.	
	With Auto Repair	3 per service bay	
Auto dealerships:			

	Sale or lease of vehicle	1 per 200 sq. ft. of showroom	Item # 13.
	Office	1 per 200 sq. ft.	
	With Service Bays	3 per service bay	
	Window service or drive-thru in conjunction with any other use	The required parking for primary use (restaurant, or other use providing window service) plus queuing of 5 vehicles which do not interfere with any on-site parking spaces	

SECTION 10. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision, or part has no effect on the validity of the remainder.

SECTION 11. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance takes effect 30 days from the date of its passage. The City Council hereby directs the City Clerk to cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

RESOLUTION NO. 22-017

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS
RECOMMENDING THAT THE CITY COUNCIL APPROVE ZONING TEXT
AMENDMENT ZA22-0004 AMENDING SECTIONS OF TITLE XI, CHAPTER 10 -
ZONING OF THE MILPITAS MUNICIPAL CODE RELATING TO DEFINITIONS
AND REGULATIONS FOR VARIOUS TYPES OF COMMERCIAL SERVICE LAND
USES; AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM
ENVIRONMENTAL REVIEW PURSUANT TO CEQA GUIDELINES SECTION
15061(B)(3)**

WHEREAS, the City of Milpitas, California (the “City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, California Government Code Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules, and regulations by cities as a means of implementing the General Plan; and

WHEREAS, the City’s Zoning Ordinance, Chapter 10 of Title XI of the Milpitas Municipal Code, currently includes definitions and land use regulations for a variety of types of commercial services, some of which provide services of a personal or professional nature for individual customers and others which provide services primarily for businesses; and

WHEREAS, clear and specific definitions and categories for different land uses are essential elements to facilitate a municipal government’s process of administering its Zoning Ordinance and allowing uses in appropriate areas of the city; and

WHEREAS, the City recognizes a need to improve and clarify existing use classifications for commercial service land uses and add new definitions for specific types of commercial service uses; and

WHEREAS, the City has prepared a Zoning Amendment (“Amendment”) to the City’s Municipal Code, including Section 2.03 (“Definitions”), Section 4.02 (“Residential Use Regulations”), Section 4.03 (“Residential Zone Special Uses”), Section 5.02 (“Commercial Use Regulations”), Section 6.02 (“Mixed Use Regulations”), Section 7.02 (“Industrial Use Regulations”), and Section 53.09 (“Off-Street Parking Required by Land Use”) of Title XI, Chapter 10–Zoning; and

WHEREAS, the Planning Commission makes and accepts as its own the findings set forth in this resolution; and

WHEREAS, the Planning Commission is an advisory body to the City Council; and

WHEREAS, the Planning Commission hereby finds and determines that the project is exempt from further CEQA review pursuant to CEQA Guidelines section 15061(b)(3) (common sense exemption); and

WHEREAS, on September 14, 2022, the Planning Commission held a duly noticed public hearing on the subject application, at which all those in attendance were given the opportunity to speak on the Zoning Text Amendment; and

WHEREAS, the Planning Commission has considered all the written and oral testimony presented at the public hearing in making its decision; and

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

SECTION 1. Recitals

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

SECTION 2. CEQA Finding

The Planning Commission finds, under CEQA Guidelines, Section 15061(b)(3), that this Ordinance is exempt from further environmental review because it is the adoption of an ordinance amending zoning regulations but would not permit any particular project. Therefore, it can be seen with certainty that there is no possibility that the Ordinance in question may have a significant effect on the environment; accordingly, the Ordinance is not subject to review under CEQA.

SECTION 3. Findings for Zoning Amendment (Milpitas Municipal Code, Subsection XI-10-57.02(G)(3))

The Planning Commission makes the following findings based on the evidence in the public record in support of Zoning Text Amendment No. ZA22-0004:

1. *The proposed amendment is consistent with the General Plan.*

The proposed amendments are consistent with the Milpitas General Plan because they improve upon current definitions for land use categories and expand the range and types of commercial services businesses that recognized by and allowed to operate within the City. This will not only allow the City to implement policy more effectively, but also it will help the City's commercial centers to thrive and flourish.

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

The proposed amendments will simply refine and clarify the way commercial service uses are defined and categorized in the Zoning Ordinance; thus, there will be no negative effects on public health, safety or welfare.

SECTION 4: Planning Commission Action

The Planning Commission of the City of Milpitas hereby adopts Resolution No. 22-017 recommending that the City Council adopt Zoning Text Amendment ZA22-0004 based on the above Findings.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Milpitas on September 14, 2022.

DocuSigned by:
Chair Bill Chuan Sep-14-2022
1CD00AE9E201461
Bill Chuan, Chair

Resolution No. 22-017**Page 4***Item # 13.***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 September 14, 2022, and carried by the following roll call vote:

COMMISSIONER	AYES	NOES	ABSENT	ABSTAIN
Mercedes Albana	✓			
Dipak Awasthi	✓			
Bill Chuan	✓			
Larry Ciardella	✓			
Alexander Galang	✓			
Sonia Medina-Ashby	✓			
Zeya Moshin	✓			

Certificate Of Completion

Envelope Id: 12AB22867DCD46598224D9BC19E3EFCF	Status: Completed
Subject: Please DocuSign: Resolution 22-017_Personal Commercial Services Docusign.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Elizabeth Medina
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	455 E Calaveras Blvd
	Milpitas, CA 95035
	emedina@milpitas.gov
	IP Address: 76.21.120.13

Record Tracking

Status: Original	Holder: Elizabeth Medina	Location: DocuSign
September 19, 2022 09:21	emedina@milpitas.gov	

Signer EventsSignatureTimestamp

Chair Bill Chuan	DocuSigned by: Chair Bill Chuan BC 1CD00AF9F201461...	Sent: September 19, 2022 09:22
bill_chuan@yahoo.com		Viewed: September 19, 2022 11:04
Security Level: Email, Account Authentication (None)		Signed: September 19, 2022 11:04
Signature Adoption: Drawn on Device Using IP Address: 67.188.2.13 Signed using mobile		

Electronic Record and Signature Disclosure:

Accepted: September 19, 2022 | 11:04

ID: 93a6fde7-5e61-4d48-83aa-f038c4f1064a

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Lillian VanHua	COPIED	Sent: September 19, 2022 11:04
Ivanhua@milpitas.gov		
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Elizabeth Medina	COPIED	Sent: September 19, 2022 11:04
emedina@milpitas.gov		Resent: September 19, 2022 11:04
Administrative Assistant		Viewed: September 19, 2022 11:11
City of Milpitas		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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Notary Events	Signature	Timestamp	Item # 13.
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	September 19, 2022 09:22
Certified Delivered	Security Checked	September 19, 2022 11:04
Signing Complete	Security Checked	September 19, 2022 11:04
Completed	Security Checked	September 19, 2022 11:04

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mluu@ci.milpitas.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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ii. send us an email to mluu@ci.milpitas.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Introduce Ordinance No. 65.153 Adopting by Reference the 2022 California Energy Code, Introduce Ordinance No. 65.154 Adopting by Reference the 2022 California Green Building Standards Code with Amendments, and Set a Public Hearing on December 6, 2022 for Adoption of the Ordinances (Staff Contact: Bill Tott, Building Official, 408-586-3263)
Category:	Community Development
Meeting Date:	10/18/2022
	<u>Recommendation:</u> (1) Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 65.153 amending Chapter 11 of Title II of the Milpitas Municipal Code adopting by reference the 2022 California Energy Code; (2) Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 65.154 amending Chapter 19 of Title II of the Milpitas Municipal Code adopting by reference the 2022 California Green Building Standards Code with amendments; and (3) Set a public hearing on December 6, 2022, pursuant to California Government Code Section 50022.3, for adoption of the ordinances.

EXECUTIVE SUMMARY:

Staff recommends adopting the 2022 California Energy Code and the 2022 California Green Building Standards Code pertaining to all-electric requirement for newly constructed buildings, and electric vehicle (EV) charging for new residential and non-residential construction. These local amendments, referred to as reach codes, would exceed the requirements in the 2022 state codes to more effectively combat climate change and meet established state targets for reducing greenhouse gas emissions (GHG). The proposed reach codes for Milpitas were largely based on the model code amendment initiated by Silicon Valley Clean Energy with adjustments incorporated as a result of outreach and stakeholder input from the Milpitas community. Adopting the proposed reach codes will help reduce GHG emissions for new construction, improve indoor air quality and the safety of our building stock, support affordable housing, and stimulate the use of electric vehicles in the Milpitas community. Adopting reach codes for all-electric new construction and increased EV charging station standards align with Milpitas Climate Action Plan initiatives BE-2.1.1 and TR-2.1.2 for electrification and EV charging.

In order to make amendments to the California Building Standards Code, of which the Green Building Standards Code (CalGreen) is a part of, the City must make express findings that the amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions. These findings are contained in the proposed ordinance.

This report provides an overview of 1) the reach code adoption process; 2) proposed Milpitas reach code amendments to the 2022 Green Building Standards Code (CALGreen) for the triennial code adoption cycle; 3) benefits of the reach code amendments; 4) regional reach code focus and local engagement efforts; 5) benefits to low-income communities

BACKGROUND:

Every three years, the State of California adopts new building standards that are organized in Title 24 of the California Code of Regulations, referred to as the California Building Standards Code. This regular update is referred to as a "code cycle." The last code cycle was adopted in 2019 and was effective on January 1, 2020. The next code cycle will be adopted in 2022 and will be effective January 1, 2023. Cities and counties have the authority to adopt local amendments (reach codes) that require new development projects to exceed minim

requirements in the California Energy Code and California Green Building Standards Code (also known as CALGreen).

The City of Milpitas has demonstrated leadership in sustainability, especially over the past ten years in which the City installed solar photovoltaic panels at four City facilities including the Sports Center and more recently in conjunction with shade structures in parking areas adjacent to the Senior Center; and installed 12 EV charging stations for fleet vehicles at City Hall. Milpitas also adopted its first Climate Action Plan (CAP) for reducing greenhouse gas emissions (GHG), initially through 2020 which has now been updated to 2040. In 2018 Milpitas also launched a community scale carbon-free electricity endeavor through participation in the Silicon Valley Clean Energy (SVCE) program to provide decarbonized electricity sourced from providers of solar photovoltaic, wind, and hydro generated power.

Through the SVCE community choice energy provider of carbon-free electricity (with opt-up to 100% renewable electricity), almost 100% of Milpitas resident and businesses now enjoy receiving carbon-free electricity and millions in savings in on-bill charges while significantly reducing GHG emissions. Even though these savings and reductions in GHG emissions represent significant actions, more needs to be done to minimize climate change and meet State established GHG reduction targets.

The State target was set by Governor Brown's Executive Order EO B-55-18, signed on September 10, 2018, which establishes the goal for the state to be carbon neutral as soon as possible, and no later than 2045.

Based on the City's Climate Action Plan and State goals to reduce GHG emissions, all-electric requirements for new buildings and electrification retrofits will be necessary and ultimately required for renovation of existing buildings constructed under current standards. Addressing electrification now in new buildings avoids hardships for tenants and retrofit costs for building owners in the future and acknowledges the GHG impacts under current construction practices, especially when considering the benefits of building and transportation electrification when paired with carbon-free electricity that is provided by SVCE.

The City of Milpitas is participating in the Silicon Valley Clean Energy reach code grant offering, which will provide \$10,000 to the City for presenting reach codes to the City Council for consideration. Please see Attachment C for the SVCE Letter of Interest for the \$10,000 grant.

ANALYSIS:

A. Energy Code

Given that the 2022 proposed Milpitas reach codes are not considered as "energy efficiency" code requirements as they do not include energy conservation such as photovoltaics (PV), or energy storage and are for all-electric for newly constructed buildings and not electric readiness, the proposed Milpitas reach codes will only be referencing the Green Building Standards Code (CalGreen).

For purposes of energy efficiency standards, the California Energy Commission (CEC) will continue to adopt those standards for the Energy Code, whereas in the CalGreen code under Residential and Nonresidential Mandatory Measures, Divisions 4.1 and 5.1 for Planning and Design, measures such as all-electric requirements can reside in these sections as all-electric requirements for newly constructed buildings are not considered energy efficiency requirements.

Similarly, EV charging requirements have resided in CalGreen since the advent of this code for the same reason. In other words, EV charging infrastructure requirements are also not considered as energy efficiency requirements.

The upcoming 2022 California Energy Code has greatly enhanced the standards for new construction electrical readiness for heat pumps, cooktops, and clothes dryers. energy storage, and solar photovoltaic (PV) infrastructure, including base line requirements for the use of heat pumps. These new standards mirror the main electric readiness requirements of the Milpitas 2019 reach codes, providing a high level of continuity as these electric readiness standards perpetuate.

The proposed reach code is largely based on the model code amendment developed by Silicon Valley Clean Energy, which has been vetted through considerable research and public review. Staff also incorporated adjustments in the proposed model reach code as a result of stakeholder input from the Milpitas community. The proposed reach codes for Milpitas provide pathways / options that offer a balanced approach to new residential and non-residential construction.

B. Green Building Standards Code (CALGreen)

It is widely known that availability of electric vehicle (EV) charging infrastructure is a critical component to EV adoption. Retrofitting existing buildings with EV charging infrastructure is significantly more expensive than it is during new construction.

EV reach codes will ensure that newly constructed buildings have ample EV charging capability to reduce long term costs of EV infrastructure installation while helping to increase EV adoption and decrease transportation related GHG emissions which account for approximately 50% of total GHG emissions.

The proposed reach code amendments will provide a higher percentage of charging infrastructure in new construction through a combination of Level 1 and Level 2 circuits with varying readiness. Please see Attachment B for the code amendment language.

A summary of the proposed reach code amendments to the Green Building Standards Code is included below:

Section 202

Definitions added such as for Automatic Load Management (ALMS) and All-Electric Building

Section 4.106.4 through 4.106.4.3 through 5.106.5.3.3

Increases EV charging infrastructure requirements for single family, duplex, townhouse, and multi-family occupancies

Add Section 4.106.5 and 4.106.5.1 to Site Development.

Provides the requirement for all-electric new residential construction

Add Section 5.106.5.3 through 5.106.5.3.3

Increases EV charging infrastructure requirements for new office and other non-residential buildings

Add Section 5.106.5.3.5

Provides clean air vehicle parking designation for EVCS as designated parking

Add Section 5.106.13 and Section 5.106.13.1 to Site Development.

Provides for all-electric new nonresidential construction

Costs/Benefits of Proposed Amendments

A. Statewide Cost-Effectiveness Study

Funded by California Investor-Owned Utilities (IOUs) such as Pacific Gas and Electric (PG&E), the California Statewide Codes and Standards Program (Statewide Program) and Energy Solutions completed cost-effectiveness studies for new residential and non-residential construction, for use in the current building code cycle. The proposed Milpitas reach codes are based on data in these studies, specific to Climate Zone 4, for cost effectiveness. For EV infrastructure go to [Electric Vehicle Infrastructure Cost](#)

[Analysis](#). For new residential and non-residential all-electric cost-effectiveness studies go to; [Low-rise Residential](#), [Mid-rise Residential](#), [High-rise Residential](#), [Non-Residential](#).

B. Project Feasibility

While the environmental benefits of reach codes for all-electric and EV charging have been well-documented, there have been concerns expressed by the development community on the financial impact on project feasibility due to increased construction costs associated with reach codes.

According to the cost-effectiveness studies noted in the previous section, all-electric buildings offer savings on “first” construction costs for all building types when compared to mixed fuel buildings in all 16 California climate zones. Similarly, the cost-effectiveness studies for EV charging infrastructure show that “first” construction costs compared to the cost to retrofit buildings for EV infrastructure are significantly less and do not impact or inconvenience residents.

C. Building Electrification

Given that building emissions of GHG account for approximately 35-40% of total GHG emissions, and transportation accounts for 50% of all GHG, the need for all-electric standards for new construction and enhanced EV charging infrastructure is compelling. Elimination of natural gas usage through the use of all-electric standards for new construction would greatly reduce greenhouse gas emissions at an accelerated rate through the adoption of the reach codes.

Other benefits of all-electric standards include on-bill savings for Milpitas SVCE customers, cleaner, healthier indoor air quality, and greater safety due to the elimination of toxic and potentially lethal products of gas combustion such as carbon monoxide. For these reasons, there is considerable interest in promoting higher levels of all-electric new construction.

SVCE has taken the lead in Santa Clara County for researching and developing prototype standards for reach codes. Staff have worked closely with SVCE and its consultants to interpret and apply the 2022 cost-effectiveness studies for all-electric residential and nonresidential new construction to the Milpitas reach code.

Staff have also worked with SVCE and the Statewide Program’s team to establish new construction EV requirements which are more in-line with local EV adoption trends, while providing flexibility for the developer and keeping construction costs as low as possible.

Note that while construction costs will be incurred, there are numerous utility, state and federal incentive programs available to offset or reduce “first” costs for all-electric standards and EV charging infrastructure. One such program is P.G. & E’s Electric Infrastructure Rule 29. Under this rule, P.G. & E. will pay for and coordinate the design and deployment of electric service extensions from P.G. & E. electrical distribution line facilities to the service delivery point for separately metered EV charging stations.

Local residents are showing a significant interest in electric vehicles. According to the Bay Area Air Quality Management 2022 *Climate!* Program, at the end of 2021, there were more than 266,000 EVs registered to Bay Area drivers.

Recent data compiled through surveys of potential electric vehicle customers and other sources indicates that the availability of EV charging infrastructure is a critical component to EV adoption. It is significantly more expensive to install charging infrastructure as a retrofit than during new construction. As such, ensuring that newly constructed residential and non-residential parking has ample EV charging capability will reduce long-term costs of EV infrastructure installation, while helping to increase EV adoption and decrease transportation-related greenhouse gas emissions.

While California’s new minimum requirements are a step forward, it is unlikely that the requirements for multi-family dwellings and non-residential buildings are enough to keep pace with expected EV growth

looking towards 2030. The Statewide Program's team reviewed approaches to increase the amount of EV infrastructure in new construction, while keeping construction costs as low as possible.

E. Low-Income Communities

A recent study by U.S. Environmental Protection Agency (EPA) scientists shows that low-income communities are disproportionately affected by air pollution. It is imperative that clean fuel options such as electricity produced using solar, wind and hydro power are incorporated into Milpitas' low-income housing community to promote reduction of indoor and outdoor air pollution.

EV charging requirements have been perceived by some to be incongruent with low-income housing needs, however, recent studies suggest otherwise. EVs and hybrids are becoming more affordable and their fuel costs are considerably lower than fossil fuel powered vehicles.

There are many incentives available for California buyers such as;

The Clean Vehicle Rebate Program, which provides rebates from \$1,000 to \$7,000 for the purchase or lease of new zero-emission vehicles (ZEV). These can include electric, plugin-hybrid electric and fuel cell vehicles. Since 2010, the program has issued more than 450,000 rebates totaling more than \$1 billion, which accounts for nearly 43 percent of light-duty ZEVs sold in the state, say officials.

The Clean Vehicle Assistance Program provides low-interest loans, vehicle purchase grants and vehicle charging incentives for income-qualified car owners. More than 80 percent of participants have a household income at or below federal poverty level.

Another program, which is led by California's Air Resources Board (CARB), is the Clean Cars 4 All, which provides vouchers to income-qualified participants to be used toward the purchase or lease of a new or used ZEV or hybrid in exchange for scrapping an older gas-burning car. The program also has incentives for transit passes and micromobility.

The California Clean Fuel Reward Program is a time-of-sale program, also funded by CARB, and administered by Southern California Edison. This program can be included in the financing, which makes it very easy for dealers to apply, and gives immediate gratification to the customer.

The Clean Fuel Reward Program was initially offered as an instant "on-the-hood" rebate. By the end of 2021 nearly 200,000 customers had received this rebate, and 21 percent of the customers were in underserved communities, and 72 percent of customers replaced an internal combustion engine vehicle.

For these reasons, accelerating the rate of EV charging access infrastructure through the proposed Milpitas reach codes is just as relevant if not more critical to low-income below market rate housing as market-based or commercial projects.

Reach Code Efforts in Other Jurisdictions

Current regional reach code efforts are focused on new residential and non-residential construction and electric vehicle infrastructure (EVCI), to incentivize or require the following:

- All-electric buildings for new construction
- Mixed fuel (e.g. natural gas and electric) buildings, including electrification readiness
- Additional EVCI requirements for all building types to further prepare for current and future anticipated electric vehicle (EV) uptake.

According to the CEC, over 55 Bay Area cities and Counties have adopted or are considering reach codes, with a focus on requiring all-electric requirements for new buildings and EV charging infrastructure for implementation in the 2022 building code cycle. Bay area jurisdictions include the following:

- 8 in Alameda County
- 24 in San Mateo County

- 16 in Santa Clara County
- 7 in Sonoma County

Milpitas Public Outreach

A. Comments at Community Meetings

Staff conducted a series of outreach and engagement meetings with stakeholders and community members on the proposed reach codes. These include the August 15 Community Development Roundtable initial discussion, September 14 Stakeholder Workshop, and presentation to the Energy and Environmental Sustainability Commission on October 19.

The feedback from the outreach meetings was supportive, and Milpitas residents acknowledged the growing climate change crisis and applauded the City's reach code efforts.

B. Other Stakeholder Comments

Pacific Gas and Electric (PG&E) has repeatedly stated its commitment to helping communities achieve their energy goals and efforts to promote efficient and cost-effective electrification in new construction.

Effective Date of Code Amendments

The Green Building Standards Code (CalGreen) amendments pertaining to all-electric requirements for new residential and non-residential building construction and EV charging infrastructure, if adopted by the City Council on December 6, 2022, would then be filed with the California Building Standards Commission (BSC) for ministerial review and documentation. Once the letter of acknowledgement and approval is received, the reach code amendments would then become effective on January 1, 2023.

POLICY ALTERNATIVE(S):

Alternative 1: Adopt the 2022 California Green Building Standards Code as written without local amendments (reach codes).

Pros: No additional work is needed. The section for amendments would be removed from the Ordinance.

Cons: Without reach codes, it would be increasingly difficult to achieve some of the established goals in the Milpitas Climate Action Plan. Also, the opportunity to join with other local jurisdictions in the efforts to accelerate code requirements to achieve the state mandated goals for greenhouse gas emission reductions by 2020, 2030, and 2045, would be a lost opportunity. Instituting all-electric for new construction and electric vehicle charging requirements with this code cycle will have lasting impacts as buildings constructed under this code cycle will have significant carbon reductions for the 30-40 year life span of the buildings. An added benefit to enacting the reach codes now is the avoidance of the higher costs to retrofit buildings later, and the inconvenience to tenants.

Reason for Not Recommending: This alternative is not recommended because of the loss of opportunity to increase the City's efforts toward achieving a higher, earlier use of renewable energy, the reduction of GHG emissions, and achieving Milpitas Climate Action Plan milestones.

FISCAL IMPACT:

There is no cost to the City other than administrative staff time and expense.

California Environmental Quality Act (CEQA):

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

RECOMMENDATION:

(1) Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 65.153 amending Chapter 11 of Title II of the Milpitas Municipal Code adopting by reference the 2022 California Energy Code; (2) Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 65.154 amending Chapter 19 of Title II of the Milpitas Municipal Code adopting by reference the 2022 California Green Building Standards Code with amendments; and (3) Set a public hearing on December 6, 2022, pursuant to California Government Code Section 50022.3, for adoption of the ordinances.

Attachment(s):

- A. Ordinance No. 65.153 – adopting by reference the 2022 California Energy Code
- B. Ordinance No. 65.154 – adopting by reference the 2022 California Green Building Standards Code with amendments
- C. SVCE Letter of Interest for the \$10,000 grant

REGULAR**NUMBER: 65.153****TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS
AMENDING CHAPTER 11 OF TITLE II OF THE MILPITAS MUNICIPAL CODE
ADOPTING BY REFERENCE THE 2019 CALIFORNIA ENERGY CODE****HISTORY:** This Ordinance was introduced (first reading) by the City Council at its meeting of _____, 2022, upon motion by _____, and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk_____
Rich Tran, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

RECITALS:

WHEREAS, the California Building Standards Commission has adopted and published an updated Title 24 of the California Code of Regulations, also referred to as the 2022 California Building Standards Code, that will become effective statewide on January 1, 2023; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 establish the authority for a city to adopt and make local amendments and modifications to the building standards in the California Building Standards Code to establish more restrictive building standards than those contained in the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 permit a city to make such local amendments and modifications as the city determines are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City of Milpitas has reviewed and intends to adopt the 2022 California Energy Code;

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

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

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council hereby finds and determines that this Ordinance has been assessed in accordance with the California Environmental Quality Act (Cal. Pub. Res. Code, § 21000 et seq.) (“CEQA”) and the State CEQA Guidelines (14 Cal. Code Regs. § 15000 et seq.) and is categorically exempt from CEQA under CEQA Guidelines, § 15061(b)(3), which exempts from CEQA any project where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Adoption of the proposed Ordinance would not be an activity with potential to cause significant effect on the environment because the changes made to the California Energy Code within are enacted to provide more protection to the environment, and therefore is exempt from CEQA. It is also exempt from CEQA pursuant to CEQA Guidelines, § 15038 which exempts actions taken by regulatory agencies for the enhancement and protection of the environment. As such, the Ordinance is categorically exempt from CEQA.

SECTION 3. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE II, CHAPTER 11

Chapter 11 of Title II of the Milpitas Municipal Code is hereby repealed in its entirety and replaced with the text below to read as follows:

Chapter 11 ENERGY CODE**Sections:****Section 1 – Adoption of the Energy Code**

Section 1 Adoption of the Energy Code

II-11-1.01

The 2022 California Energy Code, published and copyrighted by the International Code Council, Inc. and the California Building Standards Commission in Part 6 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The adoption includes Appendices 1-A and 1-B. The 2022 California Energy Code shall be designated and referred to as the “Energy Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES

Upon adoption of each new California Building Standards Code, the Ordinance adopting the previously adopted California Building Standards Code is superseded in its entirety. This Ordinance does not repeal Ordinance No. 65.147, which adopts by reference and amends the 2022 California Building Standards Code, Ordinance No. 65.149, which adopts by reference and amends the 2019 California Green Building Standards Code, nor Ordinance No. 113.25, which adopts by reference and amends the 2019 California Fire Code.

SECTION 6. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 7. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its final adoption by the City Council, and after approval of the City of Milpitas application to enforce its locally adopted energy standards by the California Energy Commission, but no sooner than January 1, 2023. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

REGULAR

NUMBER: 65.149

**TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS
AMENDING CHAPTER 19 OF TITLE II OF THE MILPITAS MUNICIPAL CODE
ADOPTING BY REFERENCE THE 2022 CALIFORNIA GREEN BUILDING
STANDARDS CODE WITH AMENDMENTS**

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, 2022, upon motion by _____, and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

RECITALS:

WHEREAS, the California Building Standards Commission has adopted and published an updated Title 24 of the California Code of Regulations, also referred to as the 2022 California Building Standards Code, that will become effective statewide on January 1, 2023; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 establish the authority for a city to adopt and make local amendments and modifications to the building standards in the California Building Standards Code to establish more restrictive building standards than those contained in the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 permit a city to make such local amendments and modifications as the city determines are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 require a city, before making any amendments and modifications to the California Building Standards Code, make an express finding that such amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City of Milpitas has reviewed and intends to adopt the 2022 California Green Building Standards Code; and

WHEREAS, the City Council wishes to amend portions of the California Green Building Standards Code to better address local conditions and makes express findings that such amendments are reasonably necessary because of local climatic, geological or topographical conditions as set forth in this Ordinance.

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

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

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council hereby finds and determines that this Ordinance has been assessed in accordance with the California Environmental Quality Act (Cal. Pub. Res. Code, § 21000 et seq.) (“CEQA”) and the State CEQA Guidelines (14 Cal. Code Regs. § 15000 et seq.) and is categorically exempt from CEQA under CEQA Guidelines, § 15061(b)(3), which exempts from CEQA any project where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Adoption of the proposed Ordinance would not be an activity with potential to cause significant effect on the environment because the changes made to the California Green Building Standards Code are enacted to provide more protection to the environment, and therefore is exempt from CEQA. Therefore, it can be seen with certainty that there is no possibility that the Ordinance in question may have a significant effect on the environment; accordingly, the Ordinance is categorically exempt from CEQA.

SECTION 3. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE II, CHAPTER 19

Chapter 19 of Title II of the Milpitas Municipal Code is hereby repealed in its entirety and replaced with the text below to read as follows:

Chapter 19 GREEN BUILDING STANDARDS CODE

Sections:

Section 1 – Adoption of the Green Building Standards Code

Section 2 – Amendments to the Green Building Standards Code

Section 1 Adoption of the Green Building Standards Code

II-19-1.01

The 2022 Edition of the California Green Building Standards Code, published and copyrighted by the International Code Council, Inc. and the California Building Standards Commission in Part 11 of Title 24 of the California Code of Regulations, also known as the CALGreen Code is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The adoption includes Appendices A4, A5, and A6.1. The 2022 California Green Building Standards Code shall be designated and referred to as the “Green Building Standards Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

Section 2 Amendments to the Green Building Standards Code

II-19-2.01

Amend Section 202 of the Green Building Standards Code by adding the following definitions to read as follows:

Addition. An extension or increase in floor area of an existing building or structure.

Affordable Housing. Residential buildings that consist entirely of below market rate units and whose rents or sales prices are governed by local agencies to be affordable based on area median income.

All-Electric Building. A building that contains no *combustion equipment* or plumbing for combustion equipment serving space heating (including fireplaces), water heating (including pools and spas), cooking appliances and clothes drying, within the building or building property lines, and instead uses electric heating appliances for service.

Alteration or Alter. Any construction or renovation to an existing structure other than repair for the purpose of maintenance or addition.

Automatic Load Management System (ALMS). A control system designed to manage load across one or more electric vehicle supply equipment (EVSE), circuits, panels and to share electrical capacity and/or automatically manage power at each connection point. ALMS systems shall be designed to deliver no less than 3.3 kVa (208/240 volt, 16-ampere) to each EV Capable, EV Ready or EVCS space served by the ALMS, and meet the requirements of California Electrical Code Article 625. The connected amperage to the building site for the EV charging infrastructure shall not be lower than the required connected amperage per California Green Building Standards Code, Title 24 Part 11.

Combustion Equipment. Any equipment or appliance used for space heating, water heating, cooking, clothes drying and/or lighting that uses fuel gas.

Commercial Food Heat-Processing Equipment. Equipment used in a food establishment for heat-processing food or utensils and that produces grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system, as defined in the California Mechanical Code.

Direct Current Fast Charging (DCFC). A vehicle space provided with electrical infrastructure that meets the following conditions:

- i. A minimum of 48 kVa (480 volt, 100-ampere) capacity wiring.
- ii. Electric vehicle supply equipment (EVSE) located within three (3) feet of the vehicle space providing a minimum capacity of 80-ampere.

Electric Heating Appliance. A device that produces heat energy to create a warm environment by the application of electric power to resistance elements, refrigerant compressors, or dissimilar material junctions, as defined in the California Mechanical Code.

Electric Vehicle Charging Station (EVCS). An EV Ready vehicle space that includes the installation of electric vehicle supply equipment (EVSE). An EVCS space may be used to satisfy EV Ready space requirements. EVSE shall be installed in accordance with the California Electrical Code, Article 625.

Electric Vehicle Supply Equipment (EVSE). The electric vehicle charging connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

Fuel Gas. A gas that is natural, manufactured, liquefied petroleum, or a mixture of these.

Level 2 EV Capable. A vehicle space provided with electrical infrastructure that meets the following requirements:

- i Conduit that connects a listed electrical panel of sufficient capacity to a junction box with or without a receptacle located within three (3) feet of the vehicle space.
- ii The conduit shall accommodate at least 8.3 kVa (208/240 volt, 40-ampere) per vehicle space. Conduit shall have a minimum nominal trade size of 1 inch inside diameter and may be sized for multiple circuits as allowed by the California Electrical Code. Conduit shall be installed in spaces that will be inaccessible after construction, either trenched underground or where penetrations to walls, floors, or other partitions would otherwise be required for future installation of branch circuits, and such additional elements deemed necessary by the Building Official. Construction documents shall note future installation of conduit from the panel to the vehicle space, via the installed inaccessible conduit.
- iii The electrical panel shall reserve a space for a 40-ampere overcurrent protective device(s) for EV charging, labeled in the panel directory as "EV CAPABLE."
- iv The EV vehicle space shall have signage with at least a 12" font adjacent to the parking space indicating the space is EV Capable.

Level 1 EV Ready. A vehicle space that is served by a complete electric circuit with the following requirements:

- i A minimum of 2.2 kVa (110/120 volt, 20-ampere) capacity wiring.
- ii A receptacle labeled "Electric Vehicle Outlet" or electric vehicle supply equipment located within three (3) feet of the vehicle space. If EVSE is provided, the minimum capacity of the EVSE shall be 16-ampere.
- iii Conduit oversized to accommodate future Level 2 EV Ready (208/240 volt, 40-ampere) at each vehicle space.

Level 2 EV Ready. A vehicle space that is served by a complete electric circuit with the following requirements:

- i A minimum of 8.3 kVa (208/240 volt, 40-ampere) capacity wiring.
- ii A receptacle labeled “Electric Vehicle Outlet” or electric vehicle supply equipment located within three (3) feet of the vehicle space. If EVSE is provided, the minimum capacity of the EVSE shall be 30-ampere.

Low Power Level 2 EV Ready. A vehicle space that is served by a complete electric circuit with the following requirements:

- i A minimum of 4.1 kVA (208/240 Volt, 20-ampere) capacity wiring.
- ii A receptacle labeled “Electric Vehicle Outlet” or electric vehicle supply equipment located within three (3) feet of the vehicle space. If EVSE is provided, the minimum capacity of the EVSE shall be 16-ampere.
- iii Conduit oversized to accommodate future Level 2 EV Ready (208/240 volt, 40-ampere) circuit at each vehicle space.

II-19-2.02

Amend Section 301.1.1 of the Green Building Standards Code to read as follows:

301.1.1 Additions and alterations. [HCD] The mandatory provisions of Chapter 4 shall be applied to additions or alterations of existing residential buildings where the addition or alteration increases the building’s conditioned area, volume, or size. The requirements shall apply only to and/or within the specific area of the addition or alteration. (No change to existing California amendment.)

The mandatory provisions of Section 4.106.4.2 shall apply to additions or alterations of existing parking facilities or the addition of new parking facilities serving existing multifamily buildings.

The mandatory provisions of Section 5.106.5.3 shall apply to additions or alterations of existing parking facilities or the addition of new parking facilities serving existing nonresidential buildings.

NOTE: Repairs including, but not limited to, resurfacing, restriping, and repairing or maintaining existing lighting fixtures are not considered alterations for the purpose of this section.

II-19-2.03

Amend Section 4.106.4 through Section 4.106.4.3 of the Green Building Standards Code to read as follows:

4.106.4 Electric vehicle (EV) charging. New construction shall comply with Section 4.106.4.1 or 4.106.4.2, and 4.106.4.3, to facilitate future installation and use of EV chargers. Electric vehicle supply equipment (EVSE) shall be installed in accordance with the *California Electrical Code*, Article 625. Calculations for EV spaces shall be rounded up to the next whole number.

Exceptions:

1. On a case-by-case basis, where the local enforcing agency has determined EV charging and infrastructure are not feasible based upon one or more of the following conditions:
 - 1.1. Where there is no local utility power supply, or the local utility is unable to supply adequate power.
2. Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) without

additional parking facilities.

3. Multifamily residential R-2 building projects that have City Council approved entitlements before the code effective date.

4.106.4.1 One-and two-family dwellings and town-houses with attached private garages.

4.106.4.1.1 New Construction. If one vehicle space is provided, it shall be a Level 2 EV Ready space. If a second vehicle space is provided, it shall be provided with a Level 1 EV Ready space.

4.106.4.1.1 Identification.

Deleted.

4.106.4.1.2. Existing Building. Parking additions shall provide electrical capacity and EV infrastructure in accordance with the requirements of 4.106.4.1.1.

4.106.4.2 Multifamily dwellings with residential parking facilities.

4.106.4.2.1 New Construction. Twenty-five percent (25%) of vehicle spaces for dwelling units shall be EVCS with Level 2 EV Ready infrastructure. ALMS shall be permitted to reduce load when multiple vehicles are charging. Seventy-five percent (75%) of vehicle spaces for dwelling units shall be provided with a Low Power Level 2 EV Ready space. EV ready spaces and EVCS in multifamily developments shall comply with California Building Code, Chapter 11A, Section 1109A. EVCS shall comply with the accessibility provisions for EV chargers in the California Building Code, Chapter 11B.

4.106.4.2.2 New Construction. Affordable Housing. Five percent (5%) of vehicle spaces for dwelling units shall have access to EVCS with Level 2 EV Ready infrastructure. ALMS shall be permitted to reduce load when multiple vehicles are charging. Fifteen percent (15%) of vehicle spaces shall have access to Low Power Level 2 Ready infrastructure. Eighty percent (80%) of vehicle spaces for dwelling units shall have access to Level 1 EV Ready infrastructure. EV ready spaces and EVCS in multifamily developments shall comply with California Building Code, Chapter 11A, Section 1109A. EVCS shall comply with the accessibility provisions for EV chargers in the California Building Code, Chapter 11B.

4.106.4.2.3 Existing Buildings.

1. When new vehicle spaces are added and the work requires a building permit, ten percent (10%) of the total number of vehicle spaces added shall be EVCS Level 2 Ready. Any existing EV Capable spaces on the building property required by the locally adopted codes at the time of building permit shall be upgraded to a minimum of Level 1 EV Ready. Upgraded vehicle spaces shall meet the accessibility requirements of California Building Code Chapters 11A and 11B.
2. When new vehicle spaces are added and ALMS is installed, the ALMS must be designed to deliver no less than 2.2 kVa (110/120 volt, 20-ampere).

4.106.4.2.4 Electric Vehicle Ready Space Signage.

Electric Vehicle ready spaces shall be identified by signage or pavement markings, in compliance with Caltrans Traffic Operations Policy Directive 13-01 (Zero Emission Vehicle Signs and Pavement Markings) or its successor(s).

4.106.4.3 Electric Vehicle Charging Stations (EVCS). Electric vehicle charging stations required by Section 4.106.4.2 shall comply also with Section 4.106.4.3.

Exception: Electric vehicle charging stations serving public accommodations, public housing, motels, and hotels shall not be required to comply with this section. See *California Building Code*, Chapter 11B, for applicable requirements.

4.106.4.3.1 Location. EVCS shall comply with at least one of the following options:

1. The charging space shall be located adjacent to an accessible parking space meeting the requirements of the *California Building Code*, Chapter 11A, to allow use of the EV charger from the accessible parking space.
2. The charging space shall be located on an accessible route, as defined in the *California Building Code*, Chapter 2, to the building.

Exception: Electric vehicle charging stations designed and constructed in compliance with the *California Building Code*, Chapter 11B, are not required to comply with Section 4.106.4.3.1 and Section 4.106.4.3.2.

4.106.4.3.2 Dimensions. The charging spaces shall be designed to comply with the following:

1. The minimum length of each EV space shall be 18 feet (5486 mm).
2. The minimum width of each EV space shall be 9 feet (2743 mm).
3. One in every 25 charging spaces, but not less than one, shall also have an 8-foot (2438 mm) wide minimum aisle. A 5-foot (1524 mm) wide minimum aisle shall be permitted provided the minimum width of the EV space is 12 feet (3658 mm).
 - a. Slope for the EV space and the access aisle shall not exceed 1 unit vertical in 48 units horizontal (2.083 percent slope) in any direction.

Exception: Where the City's Municipal or Zoning Code permits parking space dimensions that are less than the minimum requirements stated in this section 4.106.4.3.2, and the compliance with would be infeasible due to particular circumstances of a project, an exception may be granted while remaining in compliance with California Building Code Section Table 11B-228.3.2.1 and 11B-812, as applicable.

4.106.4.2.2.1.3 Accessible EV Spaces.
Deleted.

4.106.4.2.3 EV space requirements.
Deleted.

4.106.4.2.4 Identification.
Deleted.

4.106.4.2.5 Electric Vehicle Ready Space Signage.
Deleted.

4.106.4.3 Electric vehicle charging for additions and alterations of parking facilities serving existing multifamily buildings.
Deleted.

4.106.4.4 Direct current fast charging stations. One DCFC may be substituted for up to five (5) EVCS to meet the requirements of 4.106.4.1 and 4.106.4.2. Where ALMS serve DCFC stations, the power demand from the DCFC shall be prioritized above Level 1 and Level 2 spaces.

II-19-2.04

Amend Section 4.106 Site Development to add the following sections for all-electric buildings and qualifying alteration projects:

4.106.5 All-electric buildings. New construction buildings and qualifying alteration projects shall comply with Section 4.106.5.1 or 4.106.5.2 so that they do not use *combustion equipment* or are ready to accommodate installation of *electric heating appliances*.

4.106.5.1. New construction and qualifying alteration projects. All newly constructed buildings shall be *all-electric buildings*. Alterations that include replacement or addition of over 50 percent of the existing foundation for purposes other than a repair or reinforcement as defined in California Existing Building Code Section 202; or where over 50 percent of the existing framing above the sill plate is removed or replaced for purposes other than repair, shall be *all-electric buildings*. If either of these criteria are met within a three-year period, measured from the date of the most recent previously obtained permit final date, the project shall be subject to the *all-electric building's* requirements.

Tenant improvements shall not be considered new construction. The final determination whether a project meets the definition of substantial reconstruction/alteration shall be made by the City of Milpitas.

II-19-2.05

Amend Section 5.106.5.3 through Section 5.106.5.3.3 of the Green Building Standards Code to read as follows:

5.106.5.3 Electric Vehicle (EV) Charging. New construction shall comply with Section 5.106.5.3.1 or Section 5.106.5.3.2 to facilitate future installation and use of EV chargers.

Exception: Where there is no local utility power supply, or the local utility is unable to supply adequate power.

Note:

Load balancing systems may be installed to increase the number of EV chargers or the amperage or voltage beyond the minimum requirements in this code. The option does not allow for installing less electrical panel capacity than would be required without load balancing.

5.106.5.3.1 Office Buildings. In nonresidential new construction buildings designated primarily for office use, when 10 or more parking spaces are constructed:

1. 5% of the available parking spaces on site shall be equipped with Level 2 EVCS;
2. An additional 10% shall be provided with at least Level 1 EV Ready circuits; and
3. An additional 20% shall be at least EV Capable or EV Ready.

Calculations for the required minimum number of spaces equipped with Level 2 EVCS, Level 2 EV Ready spaces and EV Capable spaces shall all be rounded up to the nearest whole number. Construction plans and specifications shall demonstrate that all raceways shall be a minimum of 1" and sufficient for installation of EVCS at all required Level 1 EV Ready and EV Capable spaces; Electrical calculations shall substantiate the design of the electrical system to include the rating of equipment and any on-site

distribution transformers, and have sufficient capacity to simultaneously charge EVs at all required EV spaces including Level 1 EV Ready and EV Capable spaces; and service panel or subpanel(s) shall have sufficient capacity to accommodate the required number of dedicated branch circuit(s) for the future installation of the EVSE.

5.106.5.3.2 Other Nonresidential Buildings. In nonresidential new construction buildings that are not designated primarily for office use, such as retail or institutional uses, when 10 or more parking spaces are constructed:

1. 4% of the available parking spaces on site shall be equipped with Level 2 EVCS;
2. An additional 3% shall be at least Level 1 EV Capable.
3. Over 100 spaces: option for one 80kW Fast Charger per 100 spaces.

Exception: Installation of each Direct Current Fast Charger with the capacity to provide at least 80 kW output may substitute for 6 Level 2 EVCS and 5 EV Ready spaces after a minimum of 6 Level 2 EVCS and 5 Level 1 EV Capable spaces are installed.

Note: Calculations for the required minimum number of spaces equipped with Level 2 EVCS and Level 1 EV Capable spaces shall be rounded up to the nearest whole number.

5.106.5.3.3 Design Requirements. For all projects subject to Title 24, Part 2, Chapter 11B, construction documents shall indicate how many accessible EVCS would be required under the California Code of Regulations Title 24, Chapter 11B, if applicable, in order to convert Level 1 EV Ready infrastructure to EVCS. Construction documents shall also demonstrate that the facility is designed such that compliance with accessibility standards, including Chapter 11B accessible routes, will be feasible for the required accessible EVCS at the time of EVCS installation. Surface slope for any area designated for accessible EVCS shall meet slope requirements in Chapter 11B and vertical clearance requirements in Chapter 11B at the time of original building construction.

II-19-2.06

Amend Section 5.106.5.3.5 of the Green Building Standards Code to read as follows:

5.106.5.3.5 Clean Air Vehicle Parking Designation. EVCS qualify as designated parking as described in Section 5.106.5.2 Designated parking for clean air vehicles.

Notes:

1. The California Department of Transportation adopts and publishes the California Manual on Uniform Traffic Control Devices (California MUTCD) to provide uniform standards and specifications for all official traffic control devices in California. Zero Emission Vehicle Signs and Pavement Markings can be found in the New Policies & Directives number 13-01. www.dot.ca.gov/hq/traffops/policy/13-01.pdf.
2. See Vehicle Code Section 22511 for EV charging spaces signage in off-street parking facilities and for use of EV charging spaces.
3. The Governor's Office of Planning and Research published a Zero-Emission Vehicle Community Readiness Guidebook which provides helpful information for local governments, residents and businesses. www.opr.ca.gov/docs/ZEV_Guidebook.pdf.
4. Section 11B-812 of the 2016 California Building Code requires that a facility providing EVCS for public and common use also provide one or more accessible EVCS as specified in Table 11B-228.3.2.1. Chapter 11B applies to certain facilities including, but not limited to, public accommodations and publicly funded housing (see section 1.9 of Part 2 of the California Building Code). Section 11B-812 requires that "Parking spaces, access aisles and vehicular routes serving them shall provide a vertical clearance of 98 inches (2489 mm) minimum." It also requires that parking

spaces and access aisles meet maximum slope requirements of 1 unit vertical in 48 units horizontal (2.083 percent slope) in any direction at the time of new building construction or renovation. Section 11B-812.5 contains accessible route requirements.

II-19-2.07

Amend section 5.106 Site Development to add the following sections for all-electric buildings and qualifying alteration projects.:

5.106.13 All-electric buildings. New construction buildings and qualifying alteration projects shall comply with Section 4.106.5.1 or 4.106.5.2 so that they do not use *combustion equipment* or are ready to accommodate installation of *electric heating appliances*.

5.106.13.1 New construction and qualifying alteration projects. All newly constructed buildings shall be *all-electric buildings*. Alterations that include replacement or addition of over 50 percent of the existing foundation for purposes other than a repair or reinforcement as defined in California Existing Building Code Section 202; or where over 50 percent of the existing framing above the sill plate is removed or replaced for purposes other than repair, shall be *all-electric buildings*. If either of these criteria are met within a three-year period, measured from the date of the most recent previously obtained permit final date, the project shall be subject to the *all-electric building's* requirements.

Tenant improvements shall not be considered new construction. The final determination whether a project meets the definition of substantial reconstruction/alteration shall be made by the City of Milpitas

SECTION 4. EXPRESS FINDINGS

Pursuant to California Health and Safety Code Sections 17958.7 and 18941.5, the City Council hereby finds that the above amendments are necessary due to local climatic, geological or topographical conditions as set forth in **Exhibit A**

SECTION 5. REPEAL OF CONFLICTING ORDINANCES

Upon adoption of each new California Building Standards Code, the Ordinance adopting the previously adopted California Building Standards Code is superseded in its entirety. This Ordinance does not repeal Ordinance No. 65.147, which adopts by reference and amends parts of the 2022 California Building Standards Code, Ordinance No. 65.148, which adopts by reference the 2022 California Energy Code, nor Ordinance No. 113.25, which adopts by reference and amends the 2022 California Fire Code.

SECTION 6. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 7. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its final adoption by the City Council, but no sooner than January 1, 2023. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

EXHIBIT A

FINDINGS IN SUPPORT OF AMENDMENTS TO TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS: LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS

Amendments to the Green Building Standards Code:

II-19-2.01 Section 202
Definitions

II-19-2.02 Section 301.1.1
Mandatory provisions of Chapter 4 shall be applied to additions and remodels

II-19-2.03 Section 4.106.4 through 4.106.4.3 through 5.106.5.3.3
EV charging for single family, duplex, townhouse, and multi-family

II-19-2.04 Add Section 4.106.5 and 4.106.5.1 to Site Development
for all-electric new residential construction

II-19-2.05 Add Section 5.106.5.3 through 5.106.5.3.3
EV charging for new office and other non-residential buildings

II-19-2.06 Add Section 5.106.5.3.5
Clean air vehicle parking designation - EVCS qualify as designated parking

II-19-2.07 Add Section 5.106.13 and Section 5.106.13.1 to Site Development
for all-electric new nonresidential construction

The following findings support that the above amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions:

Express Findings – Climatic

The effects of climate change caused by Green House Gas (GHG) emissions are increasingly self-evident, and very costly. Higher temperatures are contributing to record heat waves and droughts, rising sea levels, more intense storms, wildfires and floods.

Climate change is the fundamental design problem of our time. The threat that climate change poses is existential, and buildings together with transportation are large contributors.

Amending all of the above referenced code sections is necessary to combat the ever-increasing harmful effects of climate change. Implementation of the proposed reach code amendments will provide an accelerated path to reduce Green House Gas (GHG) emissions and carbonization in an effort to stem the effects of global warming and climate change.

Liz Gibbons, Chair
City of Campbell

March 18, 2022

George Tyson, Vice Chair
Town of Los Altos Hills

Steven McHarris
City Manager
455 East Calaveras Blvd.
Milpitas, CA 95035

Jon Willey
City of Cupertino

Re: SVCE Letter of Interest (LOI) for \$10,000 Reach Code Grant

Zach Hilton
City of Gilroy

Dear Mr. McHarris,

Neysa Fligor
City of Los Altos

SVCE partnered with our member jurisdictions in 2019 to facilitate the adoption of amendments to the Building Code that encouraged all-electric buildings and/or expanded electric vehicle (EV) infrastructure during the new construction process. Milpitas adopted a reach code promoting building electrification and EV charging. For the 2022 code cycle, Milpitas has the opportunity to readopt the reach code, to extend its scope to all-electric requirements, to increase EV charging requirements, or to adopt a municipal ordinance.

Rob Rennie
Town of Los Gatos

Evelyn Chua
City of Milpitas

SVCE has hired a consultant to provide technical support, draft model language, and facilitate stakeholder engagement. In recognition of the required staff resources, SVCE will also provide a \$10,000 grant to jurisdictions that bring code(s) to a vote. SVCE staff will work with your staff to determine your preferred approach.

Javed Ellahie
City of Monte Sereno

Yvonne Martínez Beltrán
City of Morgan Hill

Our organization requests the signature and return of this letter indicating your likely interest in receiving \$10,000 from SVCE to help defray costs associated with developing or readopting code amendments ("reach code") that support building electrification and EV charging. The \$10,000 grant will be provided to jurisdictions completing the following three steps:

Margaret Abe-Koga
City of Mountain View

Tina Walia
City of Saratoga

Larry Klein
City of Sunnyvale

- Return this signed Letter of Interest (LOI) to SVCE by April 30, 2022
- City staff to present valid amendments to the 2022 California Building Standards Code (Title 24) or to the municipal code that exceed statewide minimum requirements for building electrification and/or EV infrastructure for a vote of their respective city council (typically August–October)
- City staff complete the Payment Request document (to be released shortly) and return to SVCE by November 30, 2022 – regardless of Council vote.

Otto Lee
County of Santa Clara



333 W El Camino Real, Ste. 330 | Sunnyvale, CA 94087 | SVCleanEnergy.org | 1-844-474-SVCE

Liz Gibbons, Chair
City of Campbell

We understand this letter is nonbinding and constitutes an indication of interest only.

George Tyson, Vice Chair
Town of Los Altos Hills

Signed: 

Printed Name: Bill Tott

Date: April 13, 2022

Jon Willey
City of Cupertino

Job Title: Building Official

Email Address: btott@ci.milpitas.ca.gov

Zach Hilton
City of Gilroy

Neysa Fligor
City of Los Altos

Please complete and sign a copy of this letter and send an electronic copy via email to zoe.elizabeth@svcleanenergy.org. If you prefer to mail a hard copy, the address is: 333 W. El Camino Real, Suite 330, Sunnyvale, CA 94087.

Rob Rennie
Town of Los Gatos

Upon receipt, an email confirmation will be sent to the email address entered above. Please contact Zoe at (408) 721-5301 ext 1022 if you desire any additional information. In addition, I will be presenting information about this opportunity at the Santa Clara County/Cities Managers' Association meeting in April.

Evelyn Chua
City of Milpitas

Sincerely,


Javed Ellahie
City of Monte Sereno

Girish Balachandran
CEO, Silicon Valley Clean Energy

Yvonne Martínez Beltrán
City of Morgan Hill

Margaret Abe-Koga
City of Mountain View

Tina Walia
City of Saratoga

Larry Klein
City of Sunnyvale

Otto Lee
County of Santa Clara



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve the Youth Scholarship Program City Council Policy (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	10/18/2022
	<u>Recommendation:</u> Approve the Youth Scholarship Program City Council Policy

BACKGROUND:

At the June 7, 2022 City Council meeting, City Council appropriated \$20,000 for a new Youth Sports Scholarship Program, which would allow low income families in Milpitas to afford participating in organized sports, as part of approval of the FY 2022-23 Adopted Budget. Further, at Vice Mayor Carmen Montano's request, staff was directed to bring back for Council consideration a framework the scholarship program.

On September 6, 2022, staff presented a proposed Youth Sports Scholarship Program City Council Policy (Policy) to City Council for feedback and further direction. At this meeting, City Council requested that the Youth Sports Scholarship Program be expanded to a general Youth Scholarship program that provides funding assistance for 1) academic improvement, 2) community service, 3) participation in the Naval Junior Reserve Officer Training Corps (NJROTC), and 4) participation in youth sports. Further, Mayor Tran proposed to reallocate the entire FY 2022-23 travel and training budget assigned to the position of Mayor in the amount of \$5,000 to the Youth Scholarship Program.

ANALYSIS:

The attached Policy as detailed below incorporates feedback from the City Council.

The Purpose of the Youth Scholarship Program Policy (Policy) is as follows:

"The purpose of the Youth Scholarship Program is to allow low-income Milpitas resident youth to submit a request for scholarships for academic improvement, community service, participation in the Naval Junior Reserve Officer Training Corps (NJROTC) and participation in youth sports." The Policy also establishes a standardized process to award scholarships to qualifying youth for activity enrollment fees and uniforms and/or equipment higher education tuition and education materials (i.e., books, laptops).

The Policy statements, as outlined below, provide guidance to staff on scholarship applicant eligibility. For all scholarships, in addition to a timely and complete application, the applicant must demonstrate the following general scholarship eligibility criteria:

1. Applicant must reside in Milpitas and be enrolled in a Milpitas school
2. Applicant household income must qualify for the City of Milpitas, Milpitas Assistance Program (MAP)
3. Applicant can request funds to assist with participation in an amateur athlete group, community service, higher education, or NJROTC.

In addition to the general scholarship eligibility criteria, applicants must demonstrate the following to qualify for the four types of scholarships:

Academic Improvement Scholarship Eligibility Criteria:

1. Applicant must be a graduating senior with acceptance to a higher education institution.

2. Applicant must have had a semester with a GPA not lower than 2.5 and not higher than 2.8 and have improved their GPA by at least 0.5 grade points over a period of no more than three (3) semesters up to and including the last completed semester at the time of scholarship application.
3. Applicant can request funds to assist with Higher Education Tuition and/or Education Materials (i.e. books, laptops)

Community Service Scholarship Eligibility Criteria:

1. Applicant must be a graduating senior with acceptance to a higher education school, with a GPA of at least 2.5.
2. Applicant must be able to demonstrate community service hours above and beyond the Milpitas Unified School District 20-hour requirement.
3. Community Service hours must be from projects and/or service events during the Applicant's junior and senior year, within Milpitas proper, and with a non-profit organization, special School service programs/activities (advisor approved), or governmental agency.
4. Applicant can request funds to assist with Higher Education Tuition and/or Education Materials (i.e., books, laptops)

NJROTC Scholarship Eligibility Criteria:

1. For graduating seniors, applicant:
 - a. Applicant must be accepted to a higher education school and have a support letter from their NJROTC advisor confirming their enrollment and active participation in the Milpitas High School NJROTC Program for at least two (2) years, including their senior year.
 - b. Applicant can request funds to assist with Higher Education Tuition and/or Education Materials (i.e., books, laptops)
2. For 8th Grade, Freshman, Sophomore, Junior or Senior, enrolled and in good standing with the Milpitas Unified School District NJROTC program, applicant:
 - a. Applicant can request funds to assist with participation in the Milpitas Unified School District NJROTC program; and
 - b. Applicant funds must be made at least 30 days before the start of an activity related to the funding request.

Youth Sports Scholarship Eligibility Criteria:

1. Applicant must be enrolled or enrolling in a new season with a youth sport organization operating within the City of Milpitas with 51% or greater Milpitas residents.
2. Applicant's youth sport organization of choice must conduct business in compliance with the non-discrimination requirements of the City, State and Federal government, and must not to participate in any process that discriminates based on sex, race, color, national origin, or religion.
3. Applicant can request funds to assist with participation in an amateur athlete group.

The Policy statements, as outlined below, provide guidance to staff on the scholarship applicant responsibilities. The applicant must agree to and submit the following supplemental information with their application:

1. Three (3) proofs of residency:
 - a. Valid Driver's License (parent and/or legal guardian)
 - b. Proof of enrollment in a Milpitas School for the current school year
 - c. Statement showing Parent or legal guardian's name and Milpitas address. Acceptable forms of mail include Bank, Credit Card, Insurance (sensitive information should be redacted)
2. One (1) of the following type documents to qualify for MAP:
 - a. Proof of enrollment in PG&E Cares Program
 - b. Proof of enrollment in Free or Reduced Lunch Program at MUSD
 - c. Household Income Tax Information
3. Provide proof of all fees related to the Scholarship Request.
4. Provide proof of enrollment and/or equipment purchase receipts related to the expenditure of scholarship funds upon completion of season or activity.
5. Complete all required tax forms related to scholarship award distribution.
6. Return any unused or misused funds back to the City of Milpitas.

Per the Policy, Youth Scholarships will fund costs associated with:

1. Regular League Season Enrollment Fees
2. Competitive League Enrollment Fees
3. Special Tournament or Event Enrollment Fees (beyond the normal league play)
4. Required Uniforms and/or Equipment Purchases and/or repairs, including patches and ribbons
5. Field Trip Costs (except for hotel and meals, unless part of an arranged group/class package)
6. Higher Education Tuition and/or Education Materials (i.e., books, laptops)

Scholarship awards are limited to \$500 per applicant in a fiscal year. Youth Scholarship applicants can apply for up to two types of scholarships per fiscal year, for a possible maximum award of \$1,000. With these limits the scholarship program can assist at minimum 20 youth annually.

It is proposed that the overall Scholarship Program budget of \$20,000 be distributed evenly across the program funding areas and awarded on a first come, first awarded basis, while funds are available:

1. Academic Improvement - \$5,000
2. Community Service - \$5,000
3. NJROTC - \$5,000
4. Youth Sports - \$5,000

Next Steps:

Staff will prepare all associated program forms and marketing materials, for an anticipated Scholarship Program start in late November, early December.

POLICY ALTERNATIVE(S):

Alternative 1: Approve a Budget Amendment, as requested by Mayor Tran, to reallocate the entire FY 2022-23 travel and training budget assigned to the position of Mayor in the amount of \$5,000 to the Youth Scholarship Program.

Pros: This alternative allows for additional scholarship monies to be made available to Milpitas youth applicants.

Cons: This alternative removes the ability of the incoming Mayor to attend any trainings or cover associated travel costs.

Reason for Not Recommending: At the September 6 City Council meeting, there was no majority City Council consensus to bring back this recommendation for Council consideration. Further, this alternative removes the ability of the incoming Mayor to attend any trainings or cover associated travel costs. Typically, the person elected to the position of Mayor attends the League of California Cities New Mayors and Council Members Academy scheduled for January 2023 in Sacramento and the U.S. Conference of Mayor Annual Meeting scheduled for June 2023 in Columbus, Ohio. Based on past experience, it is estimated that the cost for the incoming Mayor to attend these events may range between \$3,400 and \$4,600 without considering the recent and anticipated inflationary impacts.

Fiscal Impact:

At the June 7, 2022 City Council meeting, City Council appropriated \$20,000 one-time for a new Youth Sports Scholarship Program as part of approval of the FY 2022-23 Adopted Budget. Funding for subsequent fiscal years will require Council action as part of the development and approval of future budgets.

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA.

Recommendation(s):

Approve the Youth Scholarship Program City Council Policy.

Attachment:

Youth Scholarship Program City Council Policy



CITY OF MILPITAS

Revision	Date
	10/18/2022

CITY COUNCIL POLICY

Policy No: Click or tap here to enter text.	Youth Scholarship Program	Effective Date: 10/18/2022
Revision No: Click or tap here to enter text.	Policy Administrator: Recreation and Community Services	Next Review Due: Click or tap to enter a date.
Related Policies and Procedures: Click or tap here to enter text.	Approved by: City Council	Date Approved: 10/18/2022

1. **PURPOSE**

- 1.1. The City of Milpitas believes that helping students achieve their goals is important to the wellbeing of its youth and to the overall enrichment of the community.
- 1.2. The purpose of the Youth Scholarship Program is to allow low-income Milpitas resident youth to submit a request for funding assistance for academic improvement, community service, participation in the Naval Junior Reserve Officer Training Corps (NJROTC), and participation in youth sports.
- 1.3. The Policy establishes a standardized process to award scholarships to qualifying youth for activity enrollment fees, uniforms, equipment, higher education tuition, and education materials (i.e., books, laptops).

2. **POLICY**

- 2.1. Annually, and subject to availability of funds, the City Council shall establish scholarship program appropriation(s) as part of the regular City Fiscal Year Budget process.
- 2.2. Youth Scholarships shall not exceed \$500 per applicant, per funding area, per fiscal year.
- 2.3. Youth Scholarship applicants shall not apply for more than two funding areas, per fiscal year, for a possible maximum award of \$1,000.
- 2.4. Youth Scholarships, as applicable to funding area, fund costs associated with:
 - 2.4.1. Regular League Season Enrollment Fees
 - 2.4.2. Competitive League Enrollment Fees
 - 2.4.3. Special Tournament or Event Enrollment Fees (beyond the normal league play)
 - 2.4.4. Required Uniforms and/or Equipment Purchases and/or repairs, including patches and ribbons
 - 2.4.5. Field Trip Costs (except for hotel and meals, unless part of an arranged group/class package)
 - 2.4.6. Higher Education Tuition and/or Education Materials (i.e., books, laptop)
- 2.5. Applications are evaluated by the Director on a case-by-case and "first come-first served" basis, throughout the fiscal year. i Applicants are encouraged to submit their applications at the beginning of the fiscal year, for events or activities occurring at any time during that fiscal year, to maximize opportunity for availability of funds.

- 2.6. The Director shall approve or deny an applicant's request based upon the eligibility criteria set forth below, and subject to funding availability as approved by the City Council through the adoption of the annual budget.
- 2.7. In all cases, the City reserves the right to reject any and all applications in the event the Director identifies a potential conflict of interest or the appearance of a conflict of interest. Submission of an application in no way obligates the City to award a grant and the City reserves the right to reject any or all applications, wholly or in part, at any time, without penalty.

3. DEFINITIONS

- 3.1. A Milpitas resident youth is defined as a person aged 18 years and younger, currently enrolled in grades pre-k through 12th grade, that live in Milpitas at the time of a complete application for a scholarship has been submitted to the Director.
- 3.2. An amateur athlete group is defined as a group which does not receive financial compensation or prize money for their participation in any athletic event.
- 3.3. Higher education is defined as a community college, state college, university, or vocational school.
- 3.4. Director is defined as the Director of Recreation and Community Services or their designee.
- 3.5. A Funding Area is defined as 1) Academic Improvement, 2) Community Service, 3) Naval Junior Reserve Officer Training Corps (NJROTC), or 4) Youth Sports Participation.

4. PROCEDURE

- 4.1. General Scholarship Eligibility Criteria: In addition to a timely and complete application, the applicant must demonstrate the following:
 - 4.1.1. Applicant must reside in Milpitas and be enrolled in a Milpitas school
 - 4.1.2. Applicant household income must qualify for the City of Milpitas, Milpitas Assistance Program (MAP)
 - 4.1.3. Applicant must meet eligibility requirements for each funding area(s) they submit application for as described below.
- 4.2. Academic Improvement Scholarship Eligibility Criteria:
 - 4.2.1. Applicant must be a graduating senior with acceptance to a higher education institution.
 - 4.2.2. Applicant must have had a semester with a GPA not lower than 2.5 and not higher than 2.8 and have improved their GPA by at least 0.5 grade points over a period of no more than three (3) semesters up to and including the last completed semester at the time of scholarship application.
 - 4.2.3. Applicant can request funds to assist with Higher Education Tuition and/or Education Materials (i.e. books, laptops)
- 4.3. Community Service Scholarship Eligibility Criteria:
 - 4.3.1. Applicant must be a graduating senior with acceptance to a higher education school, with a GPA of at least 2.5.
 - 4.3.2. Applicant must be able to demonstrate community service hours above and beyond the Milpitas Unified School District 20-hour requirement.
 - 4.3.3. Community Service hours must be from projects and/or service events during the Applicant's junior and senior year, within Milpitas proper, and with a non-profit organization, special School service programs/activities (advisor approved), or governmental agency.
 - 4.3.4. Applicant can request funds to assist with Higher Education Tuition and/or Education Materials (i.e., books, laptops)
- 4.4. NJROTC Scholarship Eligibility Criteria:
 - 4.4.1. For graduating seniors, applicant:

- 4.4.1.1 Applicant must be accepted to a higher education school and have a support letter from their NJROTC advisor confirming their enrollment and active participation in the Milpitas High School NJROTC Program for at least two (2) years, including their senior year.
- 4.4.1.2 Applicant can request funds to assist with Higher Education Tuition and/or Education Materials (i.e., books, laptops)
- 4.4.2. For 8th Grade, Freshman, Sophomore, Junior or Senior, enrolled and in good standing with the Milpitas Unified School District NJROTC program, applicant:
 - 4.4.2.1 Applicant can request funds to assist with participation in the Milpitas Unified School District NJROTC program; and
 - 4.4.2.2 Applicant funds must be made at least 30 days before the start of an activity related to the funding request.
- 4.5. Youth Sports Scholarship Eligibility Criteria:
 - 4.5.1. Applicant must be enrolled or enrolling in a new season with a youth sport organization operating within the City of Milpitas with 51% or greater Milpitas residents.
 - 4.5.2. Applicant's youth sport organization of choice must conduct business in compliance with the non-discrimination requirements of the City, State and Federal government, and must not to participate in any process that discriminates based on sex, race, color, national origin, or religion.
 - 4.5.3. Applicant can request funds to assist with participation in an amateur athlete group.
- 4.6. Applicant Responsibilities for all Scholarships: The applicant must agree to and submit the following supplemental information with their application:
 - 4.6.1. Three (3) proofs of residency:
 - Valid Driver's License (parent and/or legal guardian)
 - Proof of enrollment in a Milpitas School for the current school year
 - Statement showing Parent or legal guardian's name and Milpitas address. Acceptable forms of mail include Bank, Credit Card, Insurance (sensitive information should be redacted)
 - 4.6.2. One (1) of the following type documents to qualify for MAP:
 - Proof of enrollment in PG&E Cares Program
 - Proof of enrollment in Free or Reduced Lunch Program at MUSD
 - Household Income Tax Information
 - 4.6.3. Provide proof of all fees, as applicable, related to the Scholarship Request.
 - 4.6.4. Provide proof of enrollment and/or equipment purchase receipts related to the expenditure of scholarship funds, as applicable, upon completion of season or activity.
 - 4.6.5. Complete all required tax forms related to scholarship award distribution.
 - 4.6.6. Return any unused or misused funds back to the City of Milpitas.
- 4.7. Application Process
 - 4.7.1. Applicants submit timely and complete scholarship applications with all supplemental information to the Director via an online Scholarship [Application](#).
 - 4.7.2. Only complete scholarship applications with required supplemental information are reviewed. Since applications are evaluated by the Director on a case-by-case and "first come-first served" basis, only complete applications are considered for funding, as available, in the order they are received. Incomplete applications are denied and must be resubmitted. Resubmitted incomplete applications are put in the queue when deemed complete.
 - 4.7.3. Applicants must submit an individual application for each youth in an applying household, per funding area.
 - 4.7.4. Director reviews application(s) for compliance with eligibility criteria and availability of funds.
 - 4.7.5. Director may seek additional information from applicant as necessary.
 - 4.7.6. If an application is approved then the approved application is marked accordingly and shall be

- transmitted to the applicant with additional instructions, if any.
- 4.7.7. If an application is not approved by the Director, the applicant is notified in writing.
 - 4.7.8. If the applicant has received a scholarship for activity enrollment fees, fees are paid directly to the organization from the City wherever possible.
 - 4.7.9. If the applicant has received a scholarship for uniforms and/or equipment, the scholarship program staff:
 - 4.7.9.1 Reimburse the applicant upon applicant purchase and provision of receipts; or
 - 4.7.9.2 Pay fees directly to the organization selling uniforms and/or equipment; or
 - 4.7.9.3 Purchase directly for the applicant via distributor vouchers or provided online store link(s).
 - 4.7.9.4 Staff shall report any distributions in accordance with applicable tax law.