



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, FEBRUARY 6, 2024

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

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-2400

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3072

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

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

Meeting shall be livestreamed - Go to:

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

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

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

PUBLIC COMMENT INSTRUCTIONS

Oral public comments may only be provided live during the City Council meeting in person. All comments provided shall be limited to three minutes or less as determined by the Mayor. All members of the public will be limited to one comment per agenda item, and one comment for non-agenda items. Members of the public may submit written comments by email to CityClerk@milpitas.gov.

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

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_E6Rud_80S_CYUhgkG4zw

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

MILPITAS CITY COUNCIL CODE OF CONDUCT

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

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

PLEDGE OF ALLEGIANCE

INVOCATION (Councilmember Barbadillo)

PRESENTATIONS (7:05 PM)

- Lunar New Year (Proclamation)
- Black History Month (Proclamation)

PUBLIC FORUM (7:15 PM)

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

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT

APPROVAL OF AGENDA

CONSENT CALENDAR (7:20 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 February 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Receive City Council Calendar of Meetings for February 2024.

C2. Approve City Council City Council Meeting Minutes of January 23, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Approve City Council Meeting minutes of January 23, 2024.

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

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

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

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

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

Recommendation: Receive Mayor Montano's recommendations and confirm appointments to City Commissions; Accept the resignations of Mona Sampath Khan from the Arts Commission and Eric Bernal from the Science, Technology and Innovation Commission; and direct the City Clerk to post the notice of unscheduled vacancy.

- C6. Adopt a Resolution Declaring Weeds on Certain Properties to be a Public Nuisance and Set a Public Hearing for March 5, 2024 (Staff Contact: Arthur Belton, Deputy Chief/Fire Marshal, 408-586-3384)**

Recommendation: Adopt a resolution declaring weeds on specific properties to be public nuisances and set a public hearing for March 5, 2024.

- C7. Adopt a Resolution Approving a Site Development Permit to Allow Development of a 1,200-Square Foot Single-Story Pavilion with a 125-Square-Foot Standalone Bathroom, Construct a 76-Square Foot Bathroom Addition to the Existing Guest House, and a New In-Ground Pool at an Existing Single-Family Residence On 6.13-Acre Site at 1350 Country Club Drive (Staff Contact: Jay Lee, Planning Director, 408-586-3077; and Lillian VanHua, Senior Planner, 408-586-3073)**

Recommendation: Adopt a resolution approving Site Development Permit SD21-0002, subject to the Conditions of Approval, to allow the development of a 1,200-square foot single-story pavilion with a 125-square foot standalone bathroom, construct a 76-square foot bathroom addition to the existing guest house, and a new in-ground pool at an existing single-family residence at 1350 Country Club Drive.

- C8. Accept Additional FY 2023 Citizens' Option for Public Safety (COPS) Grant for Front-Line Law Enforcement Services and Approve the Appropriation of Funds to the Police Department's FY2023-24 Operating Budget (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2402)**

Recommendation: (1) Accept additional FY 2023 Citizens' Option for Public Safety (COPS) Grant in the Amount of \$107,573.61 for Front-Line Law Enforcement Services to be spent in alignment with the City Council approved FY 2023 spending plan; and (2) Approve the appropriation of funds in the total amount of \$107,573.61 to the Police Department's FY2023-24 Operating Budget for Front-Line Law Enforcement Services.

- C9. Accept the FY 2024 Citizens' Option for Public Safety (COPS) Grant for Front-Line Law Enforcement Services and Approve the Appropriation of Funds to the Police Department's FY2023-24 Operating Budget (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)**

Recommendation: (1) Accept the FY 2024 Citizens' Option for Public Safety (COPS) Grant in the amount of \$126,044.00 for Front-Line Law Enforcement Services; and (2) Approve the appropriation of funds in the total amount of \$126,044.00 to the Police Department's FY2023-24 Operating Budget for Front-Line Law Enforcement Services.

- C10. Adopt a Resolution to Approve Project Specifications, Award Construction Contract to Villalobos & Associates, Inc. for the 2023 Annual Sidewalk, Curb, and Gutter Repair Project No. 3426 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

Recommendation: Adopt a resolution to (1) approve project contract documents and specifications; (2) award a construction contract to the lowest responsible and responsive bidder, Villalobos & Associates, Inc., in the amount of \$562,415.00 for CIP 3426 Annual Sidewalk, Curb, and Gutter Repair Project; (3) authorize the City Manager to execute the construction contract with Villalobos & Associates, Inc.; and (4) authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$56,000.00 for the project.

- C11. Receive an Update on Storm Drain System Emergency Repairs and Improvements at Evans Road and Piedmont Creek and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

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

- C12. Approve Final Tract Map No. 10591 for a Residential Project at 1752 Houret Court; and Approve and Authorize the City Manager to Execute the Subdivision Improvement Agreement between the City and City Ventures Homebuilding, LLC (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; and Roberto Alonzo, PW Division Manager - Engineering, 408-586-3316)**

Recommendation: (1) Approve Final Tract Map No. 10591, including all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and (2) Approve and authorize the City Manager to execute a Subdivision Improvement Agreement between the City of Milpitas and City Ventures Homebuilding, LLC.

- C13. Approve and Authorize the City Manager to Execute the Maintenance Agreement with Creekside Milpitas 3, LLC, for the Maintenance of the Site Improvements Located within Lot A of the Amazon Parking Lot Project Located at 1207 N. McCarthy Boulevard (Staff Contact: Matt Cano, Assistant City Manager/Acting City Engineer, 408-586-3012; and Roberto Alonzo, PW Division Manager - Engineering, 408-586-3316)**

Recommendation: Approve and authorize the City Manager to execute the Maintenance Agreement with Creekside Milpitas 3, LLC, for the maintenance of the site improvements located within Lot A of the Amazon Parking Lot Project located at 1207 N. McCarthy Boulevard.

- C14. Approve and Authorize the City Manager to Enter into and Execute an Agreement for Completion of Public Improvements as Part of the Rajyoga Meditation and Research Center Project (Staff Contact: Matt Cano, Assistant City Manager/Acting City Engineer, 408-586-3012; Roberto Alonzo, PW Division Manager - Engineering, 408-586-3316)**

Recommendation: Approve and authorize the City Manager to enter into and execute an agreement for completion of public improvements as part of the Rajyoga Meditation and Research Center Project between the City of Milpitas and Rajyoga Meditation & Research Center LLC, a nonprofit organization.

PUBLIC HEARINGS (7:30 PM)

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

- 15. Review Applications Received for the 2024-2025 Community Development Block Grant Annual Action Plan (Staff Contact: Alex Andrade, Director of Economic Development, 408-586-3046; and Robert Musallam, Housing Division Manager, 408-586-3275)**

Recommendation: (1) Conduct a public hearing; and (2) Provide feedback and/or direction to staff on Community Development Block Grant (CDBG) priority areas or specific applications that the City Council seeks to fund.

- 16. Receive Report on Storm Drainage Impact Fee Nexus Study; and Adopt a Resolution Adopting the Storm Drainage Impact Fee Nexus Study (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

Recommendation: (1) Conduct a public hearing on the Storm Drainage Impact Fee Nexus Study; and (2) Adopt a resolution adopting the Storm Drainage Impact Fee Nexus Study.

17. Adopt a Resolution and Consider an Ordinance Amending the Proposed Storm Drainage Impact Fee (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)

Recommendation: (1) Open the public hearing for comments and move to close the hearing; (2) Adopt a resolution amending the City's Storm Drainage Impact Fee consistent with the Storm Drainage Impact Fee Nexus Study; and (3) Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce an ordinance amending Section 16 of Chapter 16 ("Stormwater and Urban Runoff Pollution Control") of Title XI ("Zoning, Planning and Annexation") of the Milpitas Municipal Code to be consistent with the newly adopted Storm Drainage Impact Fee and the City's Development Impact Fee Program.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (10:00 PM)

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

ADJOURNMENT (10:15 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.

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Milpitas City Council Calendar

February 2024

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 5:30 PM -Milpitas Chamber of Commerce Board (GB) 5:30 PM -Santa Clara VTA Board of Directors (CM) 5:45 PM -Flag Raising Event: Black History Month (Cesar Chavez Plaza)	2 	3 6:00 – 8:00 PM -City Event: Lunar New Year (Civic Center Plaza)
4 	5 7:00 PM -Parks, Recreation & Cultural Resources Commission (HL)	6 6:00 PM -Closed Session 7:00 PM -City Council	7 League of CA Cities City Managers Conference – Hollywood, CA (NT)	8 	9 	10
			5:30 PM -Veterans Commission (CM) 7:00 PM -Community Advisory Commission (EC)	4:00 PM -Treatment Plant Advisory Committee (CM) (San Jose) 4:00 PM -Silicon Valley Interoperability Authority Board of Directors (GB) 6:00 PM -Youth Advisory Commission (HL) 6:30 PM -CASCC Legislative Action Committee (CM) 7:00 PM -CASCC JPA Board of Directors (CM)		
11 	12 4:30 PM -Economic Development and Trade Commission (CM)	13 	14 4:00 PM -Transportation Subcommittee (CM/EC) 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC) (Cupertino) 7:00 PM -Planning Commission	15 3:00 PM -Cities Assoc. of SCC - Recycling and Waste Reduction Commission (SB 1383) (CM) 4:00 PM -Santa Clara VTA Policy Advisory Committee (EC)	16 	17
18 	19  PRESIDENT'S DAY CITY HALL CLOSED	20 6:00 PM -Closed Session 7:00 PM -City Council	21 6:00 PM -Energy and Environmental Sustainability Commission (EC)	22 	23 9:00 AM -VTA Board of Directors Workshop (CM)	24
25 	26 7:00 PM -Science, Technology & Innovation Commission (GB)	27 1:30 PM -Senior Advisory Commission (CM)	28 7:00 PM -Planning Commission	29 		



SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

MINUTES
TUESDAY, JANUARY 23, 2024

The City Council of the City of Milpitas convened on the City Council meeting day in a Special Meeting of the Milpitas City Council on January 23, 2024, in the City Council Chamber, 455 E. Calaveras Blvd, Milpitas, CA, and via teleconference/Zoom webinar.

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

Mayor Montano called the Regular City Council meeting to order at 5:34 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan (5:38 PM)

ABSENT: None.

City Attorney Mutalipassi announced the closed session items. The City Council adjourned to Closed Session at 5:36 PM.

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representative: Rick Bolanos, LCW

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

The City Council reconvened at 7:14 PM.

CLOSED SESSION ANNOUNCEMENT:

City Attorney Mutalipassi indicated there was nothing to report out.

PLEDGE OF ALLEGIANCE

Councilmember Lien led the pledge of allegiance.

INVOCATION

Councilmember Lien provided the invocation.

PRESENTATIONS

Mayor Montano presented a proclamation in recognition of Martin Luther King, Jr., Day. The Mayor and Council recognized Curtner Elementary Students for their 2nd Annual Martin Luther King Day of Service. Mayor Montano offered remarks on the 70th Anniversary of the Incorporation of Milpitas.

PUBLIC FORUM

There were the following public speakers:

1. Ha Phan

2. Voltaire Montemayor
3. Allysson McDonald
4. Sol Tan
5. Shrijith Vaniyan
6. Ha Trieu
7. Ryan Heron
8. Avery Stark
9. Vikas Seth
10. Loreto Quevedo Dimaandal

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 Montano read the Code of Conduct.

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

Motion/Second: Vice Mayor Chua / Councilmember Lien

Motion carried by the following:

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

NOES: None

CONSENT CALENDAR

There were the following public speakers:

1. Voltaire Montemayor

After discussion, motion: to approve the Consent Calendar, pulling Item C5.

Motion/Second: Vice Mayor Chua/Councilmember Phan

by the following:

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

NOES: None

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

Received City Council Calendar of Meetings for January and February 2024.

2. **Approve City Council City Council Meeting Minutes of December 12, 2023 and January 9, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Approved City Council Meeting minutes of December 12, 2023 and January 9, 2024.

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

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

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

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

6. **Approve Travel for City Manager Ned Thomas to Attend the City Managers Conference in Los Angeles, CA (Staff Contact: Ned Thomas, City Manager, 408-586-3053)**

Authorized and approved travel to Los Angeles, CA, for City Manager Ned Thomas to Attend the League of California Cities' Annual 2024 City Managers Conference scheduled for February 7 – 9, 2024, for a total not-to-exceed amount of \$3,000.00 budgeted under Conferences/Trainings allocation for the City Manager's Office.

7. **Approve and Authorize the City Manager to Execute Master Professional Service Agreements with Environmental Consultants for On-Call Environmental Services (Staff Contact: Jay Lee, Planning Director, 408-586-3077; and Michael Fossati, Senior Planner, 408-586-3274)**

Approved and authorized the City Manager to execute Master Professional Service Agreements with LSA Associates, Inc; Michael Baker International; Impact Sciences, Inc; First Carbon Solutions; Moore, Iacofano and Goltsman (MIG), Inc; and Ascent Environmental, Inc for up to \$1,000,000 each for on-call environmental services.

8. **Adopt a Resolution Authorizing the City Manager to Execute a Fund Transfer Agreement with the California Department of Transportation (Caltrans) to Fund Project No. 4299 Bicycle Lane Improvement Project (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012, Roberto Alonzo, PW Division Manager - Engineering, 408-586-3316)**

Adopted **Resolution No. 9291** authorizing the City Manager to execute a Fund Transfer Agreement with the California Department of Transportation (Caltrans) to receive Caltrans 2022 Priority Legislative Budget Project (PLPB) Appropriation to fund Project No. 4299 Bicycle Lane Improvement Project.

9. **Authorize the Surplus of City Vehicles and Authorize the City Manager to Execute a General Services Agreement with JJ Kane Auctioneers for the Surplus of City Assets (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Lauren Lai, Finance Director, 408-586-3111)**

Adopted **Resolution No. 9294** authorizing the surplus of City Vehicles and authorized the City Manager to execute a General Services Agreement with JJ Kane Auctioneers for the surplus of City assets in an amount not to exceed 5% of an assets auction price.

10. **Adopt a Resolution to Adopt the Citywide Travel Safety Plan, Project No. 4293, Citywide Traffic Safety Assessment (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; and Roberto Alonzo, PW Division Manager - Engineering, 408-586-3316)**

Adopted **Resolution No. 9292** to adopt the Citywide Travel Safety Plan, Project No. 4293, Citywide Traffic Safety Assessment.

11. **Adopt a Resolution Granting Acceptance of Public Improvements and Approve a Reduction of the Faithful Performance Bond for the District 1 Lot 2 (Graham) Project Located at 1415**

McCandless Drive and Grant Authorization to the City Engineer to Release the Remaining Portion of the Lot 2 Performance Bond After the One-Year Warranty Period (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; and Roberto Alonzo, PW Division Manager - Engineering, 408-586-3316)

Adopted **Resolution No. 9293** granting acceptance of the completed public improvements for the District 1 Lot 2 (Graham) Project as shown on Public Improvement Plans No. 2-1217; and approved a reduction in the faithful performance bond of \$24,950.00 which is 10% of the security's original value for the Lot 2 public improvements construction cost. The remaining amount of the Lot 2 performance bond cost shall be in effect for the duration of the warranty period; and granted authorization to the City Engineer to release the performance bond after the one-year warranty period without further City Council action provided that all required warranty work is completed to the satisfaction of the City Engineer.

- 12. Approve Budget Appropriation of \$250,000 from the Gas Tax Fund to Increase the City's Local Project 10% Matching Contribution and Authorize the City Manager to Execute Future Amendment No. 3 to the Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for the Calaveras Boulevard Near Term Improvement Project (CIP Project No. 4294 – SR 237 HOV Lane Improvements) (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; and Roberto Alonzo, PW Division Manager, 408-586-3316)**

Approved budget appropriation of \$250,000.00 from the Gas Tax Fund to increase the City's local project 10% matching contribution to \$550,000.00 and Authorized the City Manager to Execute Future Amendment No. 3 to the Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for the Calaveras Boulevard Near Term Improvement Project (CIP Project No. 4294 – SR 237 HOV Lane Improvements).

- 13. Consider One Fee Waiver from Christian Worship Center Bay Area and One Donation Request from My Roots are Rich (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**

(1) Approved a Fee Waiver of \$1,500.00 for the Christian Worship Center Bay Area's Annual Easter Egg Hunt scheduled for March 20, 2024; and (2) Approved a Donation request of \$500.00 for My Roots are Rich Black History Month Flag Raising Ceremony on Thursday, February 1, 2024.

LEADERSHIP AND SUPPORT SERVICES

- 14. Authorize Additional Community Engagement Regarding a Potential November 2024 Ballot Measure (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

City Manager Thomas presented introductory remarks. Assistant City Manager Cano presented the report joined by Consultant Curt Below from FM3.

Public Speakers:

1. Voltaire Montemayor

Mayor Montano asked for clarification.

After discussion, motion: to Authorize staff to continue to perform a voter survey in Spring 2024 with a focus on potential re-authorization of Measure F, the quarter-cent local sales tax, as part of the November 2024 General Election ballot and return to City Council for a final decision by June 2024.

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

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

15. Approve Changes to the City Council Procedures and Protocols Handbook (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; Michael Mutalipassi, City Attorney, 408-586-3041)

City Manager Thomas introduced the item. Assistant City Manager Cano presented the report.

#1 - Chapter II: Vice Mayor Term

Vice Mayor Chua supported making no changes to the existing language.

#2 - Chapter II: Photographs of Past Councilmembers

Mayor Montano supported photographs of past councilmembers being posted in the Council Chamber once they're out of office. Vice Mayor Chua added the posting should be part of the outgoing ceremony for councilmembers leaving office.

#3 Chapter III: Mayor and Councilmember Code of Conduct

Mayor Montano suggested that language should be added to turn off personal devices and store them. Vice Mayor Chua noted no need for the restriction.

#4 - Chapter IV: Meetings

There was no Council discussion.

#5 - Chapter V: Dais Seating

Mayor Montano asked for clarification on the definition of continuous service.

#6 - Chapter VI, Section G: Voting Order

There was no Council discussion.

#7 - Chapter VI, Sections A & B: Proclamations & Commendations

There was no Council discussion.

#8 - Chapter VI: Keys to the City

There was no Council discussion.

#9 - Chapter V, Items B1 and B2: Requests for Agenda Items

There was no Council discussion.

There were the following public speakers:

1. Voltaire Montemayor

After discussion, motion: to make no changes to Chapter 2, Section C of the City Council Procedures and Protocols Handbook regarding the term of the Vice Mayor.

Motion/Second: Vice Mayor Chua / Councilmember Phan

Motion carried by the following:

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

NOES: None

After discussion, motion: to approve the addition of Chapter 2, Section H to the City Council Procedures and Protocols Handbook to post photographs of Past Councilmembers with no waiting period following the end of their term.

Motion/Second: Vice Mayor Chua / Mayor Montano

Motion carried by the following:

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

NOES: None

After discussion, motion: to make no changes to Chapter III, Section A of the City Council Procedures and Protocols Handbook.

Motion/Second: Councilmember Lien / Councilmember Phan

Motion carried by the following:

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

NOES: Mayor Montano

After discussion, motion: to delete reference to meeting start time in Chapter IV, Section D1 of the City Council Procedures and Protocols Handbook.

Motion/Second: Mayor Montano / Councilmember Barbadillo

Motion carried by the following:

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

NOES: None

After discussion, motion: to approve changes to Chapter IV, Section F(2) of the City Council Procedures and Protocols Handbook to add language that after the Mayor and Vice Mayor are seated, the remaining Councilmembers select their seat at the dais on a seniority basis of continuous time served.

Motion/Second: Councilmember Barbadillo / Vice Mayor Chua

Motion carried by the following:

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

NOES: None

After discussion, motion: to make no changes to Chapter IV, Section G of the City Council Procedures and Protocols Handbook.

Motion/Second: Vice Mayor Chua / Councilmember Phan

Motion carried by the following:

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

NOES: None

After discussion, motion: to add language to Chapter VI, Sections A & B of the City Council Procedures and Protocols Handbook clarifying that commendations are issued by the Mayor and can also be signed by Councilmembers; and add language that allows a Councilmember to request a City Council agenda item if the Mayor refuses to sign a proclamation or commendation.

Motion/Second: Councilmember Phan / Vice Mayor Chua

Motion carried by the following:

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

NOES: None

After discussion, motion: to add language to Chapter VI of the City Council Procedures and Protocols Handbook indicating Keys to the City must be approved by the Mayor & City Council for "significant and/or extraordinary achievement or contributions" with exceptions for Sister Cities, which would not need City Council approval.

Motion/Second: Councilmember Lien / Mayor Montano

Motion carried by the following:

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

NOES: None

After discussion, motion: to add language to Chapter V, Item B1 and B2 of the City Council Procedures and Protocols Handbook clarifying that the City Manager is responsible for setting the open session City Council agendas and the City Attorney is responsible for setting the closed session City Council agendas.

Motion/Second: Vice Mayor Chua / Councilmember Barbadillo

Motion carried by the following:

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

NOES: None

ITEMS PULLED FROM CONSENT CALENDAR

5. Consider Recommendations from Mayor Montano for Appointments to City Commissions, and Accept Commissioner Resignation (Contact: Mayor Montano, 408-586-3024)

Councilmember Lien expressed concerns regarding the Planning Commission appointment and suggested reappointing the current commissioner in place of the current recommendation.

City Attorney Motalipassi clarified that nominations are made by the Mayor in accordance with State Law for General Law Cities.

Mayor Montano made a motion: to appoint Chia Ling Kong to the Planning Commission. City Clerk Guzzetta asked the Mayor to confirm if the recommendation was only for the Planning Commission or if it included the other recommended appointments. The Mayor confirmed the motion included all recommended appointments.

Councilmember Phan voiced reservations regarding the Planning Commissioner nomination.

Vice Mayor Chua suggested in the future each councilmember have a say in the recommendation.

Mayor Montano suggested the Council could approve the other recommendations and consider the Planning Commission appointment at a later time.

Councilmember Lien expressed concern about the commission appointment process.

Councilmember Barbadillo spoke regarding State Law and the City Municipal Code granting the Mayor the authority to recommend appointments and the City Council to vote to determine the outcome.

Vice Mayor Chua spoke in favor of the recommended appointment to the Planning Commission.

There were the following public speakers:

1. Karina Dominguez

After discussion, motion: to (1) receive Mayor Montano's recommendations and confirm appointments to City Commissions as follows: Community Advisory Commission: Appoint Albert Wu to a full voting seat with a term ending January 2027; Planning Commission: Appoint Chia Ling Kong to a full voting seat with a term ending December 2026; Senior Advisory Commission: Reappoint Ha Phan to a full voting seat with a term ending December 2026, Reappoint Deborah Langley to a full voting seat with a term ending December 2026, Appoint Mary Llamas to a full voting seat with a term ending December 2026; and Youth Advisory Commission: Appoint Vienna Sun to a full voting seat with an unexpired term ending September 2025; Appoint Ayanna Medina Ashby to a full voting seat with an unexpired term ending September 2025; (2) accept the resignation of Melba Holliday from the Senior Advisory Commission; and (3) direct the City Clerk to post the notice of unscheduled vacancy.

Motion/Second: Mayor Montano / Vice Mayor Chua

Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo

NOES: Councilmember Lien, Councilmember Phan

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

City Manager Thomas announced the Milpitas 70th Anniversary Open House on January 25th.

City Attorney Mutalipassi announced the Brown Act Training on Thursday, January 25th in the Council Chamber.

There were the following Councilmember requests:

Councilmember Phan requested exploring the possibility of naming the County library on Main Street. There was unanimous consensus to add the item to the prioritization list.

Vice Mayor Chua made the following requests:

1. A workshop for retailers focusing on best practices and safety with plans for quarterly sessions. Councilmember Barbadillo added additional thoughts. There was unanimous consensus to add the item to the prioritization list.
2. Update the Commissioner Handbook to include an option for outgoing commissioners to make presentations to other commissions, aiming to share their knowledge and talents. There was unanimous consent to add the item to the prioritization list.

ADJOURNMENT

Mayor Montano adjourned the meeting at 9:44 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 1/30/2024

February 20, 2024 – Regular Meeting

CLOSED SESSION

- Labor Relations

INVOCATION (Councilmember Barbadillo)

PRESENTATION

- Rare Disease Day (Proclamation)
- 2023 Synopsys STEM Championship Winners

CONSENT CALENDAR

1. Receive City Council calendar for February and March 2024 (City Clerk)
2. Approve City Council Meeting minutes of February 6, 2024 (City Clerk)
3. Preview list of items for March 5, 2024 (City Clerk)
4. Councilmember Request List (City Clerk)
5. 2023 Legislative Advocacy Summary (City Manager)
6. Mid-Year Budget (Finance)
7. Unhoused Reports for Q3/Q4 2022 (Housing)
8. Storm Drain System Emergency Repairs and Improvements (Public Works)
9. CIP 5055 Alviso Adobe HVAC Contract Award (Public Works)
10. CIP 2016 VOC CSG Amendment No. 1 for S. Milpitas Blvd Road Extension Design (Public Works / Engineering)
11. Street Vacation for 1752 Houret Court (City Ventures) (Public Works / Engineering)

LEADERSHIP AND SUPPORT SERVICES

12. ARPA Quarterly Report (Finance)
13. Cannabis Ordinance (City Attorney)
14. City Council Quarterly Prioritization (City Manager)

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

OPEN ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
1	Update the Commissioner Handbook to include an option for outgoing commissioners to make presentations to other commissions	Chua	1/23/2024	This item will be reviewed for potential prioritization at the next report.
2	Workshop for retailers focusing on best practices and safety with plans for quarterly sessions	Chua	1/23/2024	This item will be reviewed for potential prioritization at the next report.
3	Explore possibility of naming the County library on Main Street	Phan	1/23/2024	This item will be reviewed for potential prioritization at the next report.
4	Consideration of the 20% Low Income Below Market Rate Housing	Montano	12/5/2023	This item will be reviewed for potential prioritization at the next report.

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
5	Bring back Bingo and the Tour at the Senior Center	Chua	11/7/2023	This item was included in the November 14, 2023 council prioritization list as an item that is underway as it is less than 4 hours work.
6	Referral for utility infrastructure cost on Main Street from Carlo to Corning Streets	Montano	10/17/2023	This item was included in the November 14, 2023 council prioritization list as an item that is underway as it is less than 4 hours work.
7	Graywater Rebates Program	Montano	10/17/2023	This item was included in the November 14, 2023 council prioritization list as an item that is underway as it is less than 4 hours work.
8	Consider a possible ordinance or policy regarding solicitations at home	Barbadillo	10/3/2023	This item was included in the November 14, 2023 council prioritization list as an item that is underway as it is less than 4 hours work.
9	Discussion of what the City Council can do regarding shoplifting	Barbadillo	10/3/2023	This item was included in the November 14, 2023 council prioritization list as an item that
10	Main Street International Festival	Lien	10/3/2023	Approved to move forward as part of the November 14, 2023 Council prioritization.
11	Bring back Capital Projects that haven't yet been named for the Council to review and as an overview of CIP Projects in the works	Phan	9/19/2023	This item was included in the November 14, 2023 council prioritization list as an item that is underway as it is less than 4 hours work.
12	Have the Police Chief direct staff to complete an analysis in partnership with the County to	Chua	9/5/2023	This item was included in the November 14, 2023 council prioritization list as an item that
13	Explore taking steps towards becoming a Charter City	Phan	9/5/2023	Approved to move forward as part of the November 14, 2023 Council prioritization.
14	Look into what would be needed to convert the unused Teen Center space at the Sports Center to	Chua	8/8/2023	An update was included in the November 14th Council prioritization reprt.
15	Human Resources Director to conduct a job fair specific to the job openings at City Hall	Chua	5/2/2023	An update was included in the November 14th Council prioritization reprt.
16	Satellite Consulate Office	Montano	2/28/2023	An update was included in the November 14th Council prioritization reprt.
17	Have the City look into the possibility of a Citywide Senior Discount	Barbadillo	2/7/2023	An update was included in the November 14th Council prioritization reprt.

NOTE: Deferred and Completed Items are not listed

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
18	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	An update was included in the November 14th Council prioritization reprt.
19	Discuss converting vacant lot that was a basketball court into a community garden at Vasona and Adobe	Montano	8/16/2022	An update was included in the November 14th Council prioritization reprt.
20	City Manager look into implementing a workshop for small businesses on the bidding process for	Chua	8/9/2022	An update was included in the November 14th Council prioritization reprt.
21	Quarterly or Monthly crime statistics on Homekey Project	Chua	6/7/2022	An update was included in the November 14th Council prioritization reprt.
22	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022	An update was included in the November 14th Council prioritization reprt.
23	Explore an ordinance or policy to reduce thefts and increase security in the commercial retail parking	Chua	4/5/2022	An update was included in the November 14th Council prioritization reprt.
24	Evaluate reopening the childcare center with a non-profit organization running the center	Montano	2/1/2022	An update was included in the November 14th Council prioritization reprt.
25	Staff to look into mural Art on Great Mall Parkway on the VTA owned Light rail pillars	Montano	11/16/2021	An update was included in the November 14th Council prioritization reprt.
26	Have a picture of Albert Vogel Sr. put up in the Senior Center	Montano	10/19/2021	An update was included in the November 14th Council prioritization reprt.
27	Include a bust of Maria Lemire on the Mural in front of the Senior Center	Montano	8/17/2021	An update was included in the November 14th Council prioritization reprt.
28	Staff to create a plan on how to increase the number of local businesses doing business with the City	Chua	4/6/2021	An update was included in the November 14th Council prioritization reprt.
29	Consider Community Museum and Park on Main St.	Phan	8/20/2019	to Rules Subcommittee 8/23/2019. Moved to Specific Plan Community Conversation events.

NOTE: Deferred and Completed Items are not listed



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Recommendations from Mayor Montano for Appointments to City Commissions, and Accept Commissioner Resignations (Contact: Mayor Montano, 408-586-3024)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	2/6/2024
	<u>Recommendation:</u> Receive Mayor Montano's recommendations and confirm appointments to City Commissions; Accept the resignations of Mona Sampath Khan from the Arts Commission and Eric Bernal from the Science, Technology and Innovation Commission; and direct the City Clerk to post the notice of unscheduled vacancy.

Background:

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

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

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

In accordance with the City of Milpitas Commission By-Laws, any member or alternate member of a Commission who is no longer available to serve must submit a resignation in writing by sending a written communication to the Mayor and the City Clerk, per adopted City Council Resolution No. 7702. The written resignation must then be accepted and confirmed by City Council via action on the consent calendar at a regularly scheduled City Council meeting.

Analysis:

Appointments and removals are as follows:

Science, Technology & Innovation Commission:

1. Reappoint Albert Alcorn to a full voting seat with a term ending January 2027

Alternate Commissioner Mona Sampath Khan resigned from the Arts Commission effective January 24, 2024, and Commissioner Eric Bernal resigned from the Science, Technology and Innovation Commission on January 29, 2024.

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

By state law, the City Clerk is obligated to post a Notice of an Unscheduled Vacancy to announce the availability of vacant Commission seats. Final appointments cannot be made to a board, commission, or committee until the Notice of Unscheduled Vacancy has been posted in the Clerk's office for at least ten

working days. The notice of the unscheduled vacancies on the Arts Commission and Science, Technology, and Innovation Commission will be posted Wednesday, February 7, 2024.

Fiscal Impact:

There is no fiscal impact associated with this item.

CEQA:

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

Recommendation:

Receive Mayor Montano's recommendations and confirm appointments to City Commissions; Accept the resignations of Mona Sampath Khan from the Arts Commission and Eric Bernal from the Science, Technology and Innovation Commission; and direct the City Clerk to post the notice of unscheduled vacancy.

Attachments:

- (a) Commission Applications
- (b) Resignation Letter from Alternate Arts Commissioner Mona Sampath Khan
- (c) Resignation Letter from Science, Technology and Innovation Commissioner Eric Bernal

From: [Albert Alcorn](#)
To: [Christine Pham](#)
Subject: Re: STIC Commission
Date: Tuesday, January 30, 2024 11:33:59 AM
Attachments: [image004.png](#)
[image003.png](#)
[image002.png](#)
[image001.png](#)

CAUTION: EXTERNAL SENDER

This email originated from outside the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious messages to the IT Helpdesk.

Hi Christine,

Yes, I am interested in continuing to serve on the STI commission.

Thanks,

Albert

On Tuesday, January 30, 2024 at 11:08:58 AM PST, Christine Pham <cpham@milpitas.gov> wrote:

Hi Albert,

I am reaching out to see if you are interested in being reappointed to the Science, Technology and Innovation Commission as your term is set to expire this month. Please kindly reply to this email if you are.

Thanks,
Christine



Christine Pham
Office Assistant II – City Clerk’s Office
Phone (408) 586-3004
Email cpham@milpitas.gov
455 E. Calaveras Blvd., Milpitas CA 95035
www.milpitas.gov
  

Suzanne Guzzetta

Subject: Resignation

From: Mona Sampath Khar [REDACTED]
Sent: Wednesday, January 24, 2024 7:43 PM
To: City Clerk <cityclerk@milpitas.gov>; Carmen Montano <cmontano@milpitas.gov>
Subject: Resignation

CAUTION: EXTERNAL SENDER

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Dear Mayor Montano and respected City Clerk:

Please accept my resignation as a commissioner on the Arts Commission. I am unable to fulfil my duties and responsibilities anymore due to personal reasons.

I am forever grateful to have had the opportunity to serve on the Arts Commission.

Best wishes,

Mona

Suzanne Guzzetta

From: sguzzetta@milpitas.gov
Subject: FW: Reminder - 1/29 STIC Special Meeting

From: Eric Bernal [REDACTED]
Sent: Monday, January 29, 2024 8:59 AM
To: Jason Pham <jpham@milpitas.gov>; Anh Bao [REDACTED]
Subject: RE: Reminder - 1/29 STIC Special Meeting

CAUTION: EXTERNAL SENDER

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I regret to inform you due to family and work obligations I will not be able to be part of this commission – please take me off the schedule.

Eric Bernal

Sr. Supplier Quality Engineer
[REDACTED]

Oracle Corporation

From: Jason Pham <jpham@milpitas.gov>
Sent: Monday, January 29, 2024 8:57 AM
To: Jason Pham <jpham@milpitas.gov>
Subject: [External] : Reminder - 1/29 STIC Special Meeting

Dear STIC commissioners,

This is a friendly reminder for tonight's 6:00 PM special meeting. Please refer below for time and location details.

Time

Monday, January 29, 2024
6:00 PM – 7:00 PM

Location

455 E Calaveras Blvd.
Committee Conference Room, located on first floor.
Milpitas, CA 95035

Thank you,
Jason



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Declaring Weeds on Certain Properties to be a Public Nuisance and Set a Public Hearing for March 5, 2024 (Staff Contact: Arthur Belton, Deputy Chief/Fire Marshal, 408- 586-3384)
Category:	Consent Calendar-Public Safety
Meeting Date:	2/6/2024
	<u>Recommendation:</u> Adopt a resolution declaring weeds on specific properties to be public nuisances and set a public hearing for March 5, 2024.

BACKGROUND:

On February 2, 1976, an Agreement was established and approved to abate weeds by the County of Santa Clara for the City of Milpitas. On June 21, 2022, City Council approved an amended and restated agreement, authorizing the City Manager to execute and sign the updated agreement. The purpose of the Agreement is to promote the efficiency and economy of operations in the abatement of weeds by the City and the County. The major procedural functions to be performed by the County and / or City shall include but not limited to: The County shall prepare the list of parcels requiring abatement of weeds in the City and transmit the said list to the City for review and approval for processing. The County shall prepare the notice of weed abatement and cause such notice to be mailed to the owners of the parcels requiring weed abatement. The City Council shall conduct public hearings on the proposed removal of weeds pursuant to the provisions of the City Ordinance when the City Fire Marshal presents such appropriate resolutions for adoption. The City Council may by resolution declare the weeds on the respective parcels of the land as nuisance, make the determination to proceed with the abatement of weeds, and authorize the performance of the service to remove the weeds in accordance with the aforementioned Agreement. Upon proper authorization by the City, the County shall remove the weeds on the designated properties. The County shall render to the City an itemized assessment report for the cost of the weed abatement services performed per the respective parcels. The City Council, after a public hearing, shall require the County Assessor's Office to include the costs of the weed abatement services performed for the City for the current year, as a special assessment on bills for taxes levied against the affected parcels. Such special assessments shall be liens on the respective properties. Pursuant to California Health and Safety Code 14915, a copy of the report, as confirmed, shall be turned over to the auditor of the county, on or before the tenth day of August following such confirmation, and the auditor shall enter the amounts of the assessments against the respective parcels of land as they appear on the current assessment roll, (Amended by Stats. 1939, Ch. 354).

ANALYSIS:

The County of Santa Clara Consumer and Environmental Protection Agency - Weed Abatement Program has notified the City of Milpitas that it is commencing its Hazardous Vegetation Abatement (weed abatement) Program for the 2024 season. In order for the County to proceed with its annual abatement process, the City must adopt a resolution declaring weeds to be a public nuisance and to schedule a public hearing to hear objections to the proposed destruction and/or removal of weeds. The Milpitas City Council public hearing is scheduled for March 5, 2024.

POLICY ALTERNATIVE(S):

Alternative: Not pass a resolution

Pros: None

Cons: This would reverse a long-standing agreement with Santa Clara County to provide weed abatement service within the City of Milpitas.

Reason for Not Recommending: Without a resolution, property owners will not be notified and weed abatement will not be conducted. Weeds covered under this program, classified as “light flashy fuels” are prone to easy ignition and contribute significantly to rapid fire growth. Left unmitigated, these weeds pose a significant public safety issue in terms of fire potential.

FISCAL IMPACT:

Each year during a public hearing, the City’s municipal code provides that the City Council hear the assessment report for the list of weeds abated within the City, together with any objections of the property owners liable to be assessed, and to make such modifications on the proposed assessment as it deems necessary. Following adoption by the City Council, the resolution will be recorded and charges thereon become a lien on the land involved to be collected in the same manner as property taxes.

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:

Adopt a Resolution declaring weeds on specific properties to be public nuisances and setting the public hearing date on March 5, 2024.

Attachment(s):

- (a) Resolution
- (b) Exhibit A - 2024 Weed Abatement Program Commencement Report

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS DECLARING
CERTAIN PROPERTIES TO CONSTITUTE A PUBLIC NUISANCE DUE TO THE OVERGROWTH OF
WEEDS AND/OR ACCUMULATION OF RUBBISH, REFUSE OR DIRT AND FIXING THE TIME AND
PLACE FOR OBJECTIONS TO ABATEMENT**

WHEREAS, the County of Santa Clara Consumer and Environmental Protection Agency - Weed Abatement Program has compiled its annual list of properties which constitute a public nuisance due to an overgrowth of weeds and/or the accumulation of rubbish, refuse or dirt; and

WHEREAS, it is requested that the County of Santa Clara Consumer and Environmental Protection Agency - Weed Abatement Program will individually notify the owners of those properties of its intent to abate said public nuisance and assess the cost as a special assessment against said properties if the owners do not abate the nuisance themselves; and

WHEREAS, the purpose of this Resolution is to fix a time and place where the said property owners can object to the proposed abatement.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council declares that the properties listed on the annual list of properties, attached hereto as **Exhibit A**, constitute a public nuisance due to an overgrowth of weeds and/or the accumulation of rubbish, refuse or dirt.
3. March 5, 2024 at 7:00 p.m., in the Council Chambers at City Hall, Milpitas, California, shall be the time and place set aside for all owners of property listed on Exhibit A or any other person having any objections to the proposed removal of the weeds, rubbish, refuse and dirt to voice any objections they may have to the proposed nuisance abatement by the County of Santa Clara Consumer and Environmental Protection Agency - Weed Abatement Program.
4. The City Clerk is hereby authorized to cause notice of this Resolution be given to the County of Santa Clara Consumer and Environmental Protection Agency - Weed Abatement Program.
5. The City Council requests that the County of Santa Clara Consumer and Environmental Protection Agency - Weed Abatement Program notify the owners of those properties included on Exhibit A in accordance with Milpitas Municipal Code, Title V, Chapter 202, of its intent to abate said nuisance and assess the cost as a special assessment against said properties unless such weeds, rubbish, refuse or dirt are removed by the owner.

PASSED AND ADOPTED this 6th day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Suzanne Guzzetta, City Clerk

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

APPROVED:

Carmen Montano, Mayor

2024 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
CITY OF MILPITAS

EXHIBIT A

Situs					APN
636	N	ABEL	ST		022-06-010
7280		MARYLINN	DR		022-07-007
549	N	ABEL	ST		022-09-028
99	S	MAIN	ST		022-24-017
111	S	MAIN	ST		022-24-040
1735		CALIFORNIA	CR		022-37-002
1301		CALIFORNIA	CR		022-38-002
81		DIXON	RD		026-05-021
		DIXON	RD		026-05-023
1882	N	MILPITAS	BL		026-05-024
51		DIXON	RD		026-05-053
		DIXON	RD		026-06-012
1720		ARIZONA	AV		026-07-016
1840		ARIZONA	AV		026-07-051
1640		ARIZONA	AV		026-11-067
		BOTHELO	LN		028-23-017
		RAILROAD	AVE		028-24-006
1390		EL CAMINO HIGUERA			029-02-007
1327		CALLE ORIENTE			029-05-010
1301		CALLE ORIENTE			029-05-012
876		EVANS	RD		029-06-003
666		EVANS	RD		029-06-008
826		CALAVERAS RIDGE	DR		029-06-031
894		CALAVERAS RIDGE	DR		029-06-038
322		PARK VICTORIA	DR		029-16-006
1220		COUNTRY CLUB	DR		029-52-014
1039		CAMARILLO	CT		029-52-015
673		QUINCE	LN		029-59-014
517		VISTA RIDGE	DR		042-30-009
519		VISTA RIDGE	DR		042-30-010
1365		PLATT	AV		042-30-015
410		VISTA RIDGE	DR		042-30-024
350		VISTA RIDGE	DR		042-30-025
531		VISTA RIDGE	DR		042-30-029
		SERRA	WY		083-06-006
		MAIN	ST		083-07-015
540	S	ABEL	ST		083-13-013
91		MONTAGUE	EX		083-42-002
717		FOLSOM	CL		086-25-018
		MAIN	ST		086-25-028
		HAMMOND	WY		086-25-030

		HAMMOND	WY	086-25-032
808	S	MAIN	ST	086-25-051
		BOTHELO	AVE	086-26-039
		HAMMOND	WY	086-26-040
		HAMMOND	WY	086-26-042
		MILPITAS	BL	086-28-006
		VISTA	WY	086-29-005
		WRIGLEY	WY	086-29-036
		YOSEMITE	DR	086-29-047
876		YOSEMITE	DR	086-30-047
		YOSEMITE	DR	086-30-048
		AMES	AV	086-30-060
		SINCLAIR FRONTAGE	RD	086-31-003
		MILPITAS	BLVD	086-32-084
1528		CENTRE POINTE	DR	086-33-110
		MONTAGUE	EXPY	086-41-014
1001	S	MILPITAS	BL	086-42-033
		GARDEN	ST	086-94-014
375		DEMPSEY	RD	088-01-002
		DEMPSEY	RD	088-04-060
	S	PARK VICTORIA	DR	088-04-062
		DEMPSEY	RD	088-04-076
534	S	PARK VICTORIA	DR	088-06-039
1459		CANTON	DR	088-09-039
2013		YOSEMITE	DR	088-20-023
575		CARLSBAD	ST	088-20-102
632		CARLSBAD	ST	088-20-125
1791		ROCKY MOUNTAIN	AV	088-23-075
1966		YOSEMITE	DR	088-26-149
		OLD PIEDMONT	RD	092-34-008
1250		PIEDMONT	RD	092-34-014
2235		URIDIAS RANCH	RD	092-37-050



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Approving a Site Development Permit to Allow Development of a 1,200-Square Foot Single-Story Pavilion with a 125-Square-Foot Standalone Bathroom, Construct a 76-square foot Bathroom Addition to the Existing Guest House, and a New In-Ground Pool at an Existing Single-Family Residence on a 6.13-Acre Lot at 1350 Country Club Drive (Staff Contact: Jay Lee, Planning Director, 408-586-3077 and Lillian VanHua, Senior Planner, 408-586-3073)
Category:	Consent Calendar-Community Development
Meeting Date:	2/6/2024
Recommendation:	<u>Recommendation:</u> Adopt a resolution approving Site Development Permit SD21-0002, subject to the Conditions of Approval (attached to resolution), to allow the development of a 1,200-square foot single-story pavilion with a 125-square foot standalone bathroom, construct a 76-square foot bathroom addition to the existing guest house, and a new in-ground pool at an existing single-family residence at 1350 Country Club Drive.

BACKGROUND:

On February 10, 2021, an application was submitted by Raj and Annu Navani ("Applicant"), for a development proposal to allow a 1,200-square foot single-story pavilion with a 125-square foot bathroom, a 76-square foot bathroom addition to the existing guest house, a new in-ground pool, landscape renovations, and a realignment of the existing crushed gravel driveway to accommodate an overflow parking area at an existing single-family residence with an attached six-car garage on a 6.13-acre lot at 1350 Country Club Drive (APN: 029-03-020). The Project site is zoned R1-H Single-family Residential-Hillside Zoning 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 Hillside (H) Combining District until such structure has received a site and architectural review approval by the Planning Commission and City Council. On January 10, 2024, the application received a recommendation by the Planning Commission to be approved by the City Council, as demonstrated in Resolution No. 24-005.

ANALYSIS:

Planning staff recommends that the City Council review and approve a resolution to allow the development of a 1,200-square foot single-story pavilion with a 125-square foot standalone bathroom, construct a 76-square foot bathroom addition to the existing guest house, and a new in-ground pool at an existing single-family residence. 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.

Based on the existing location and minimal scale of the home in consideration of its maximum allowable size outlined in Table 3 of the attached staff report, developing the 1,200-square foot pavilion, bathroom addition, and new in-ground pool and site improvements will not substantially interfere with views and privacy to adjacent lots. The existing residence exceeds all setback requirements, meets the maximum 17-foot, one-story height limit, and minimizes interference with views and privacy through substantial setbacks from adjacent residences to the north and south.

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 remain unchanged or a new or revised project could be proposed, which could result in less disturbance of the natural landscape.

Cons: The applicant would need to either withdraw the application or resubmit revised plans for the development of an in-ground swimming pool 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 the 1,200-square foot pavilion, bathroom addition, and in-ground swimming pool in all areas of the City, including appropriate hillside locations. Both staff and the Planning Commission are recommending 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 pavilion, bathroom addition, and in-ground swimming pool may 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 proposed Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures), as the scope of work includes a new 1,200-square foot single-story pavilion with a standalone 125-square foot bathroom, a 76-square foot bathroom addition to the existing guest house, an in-ground swimming pool, and associated earth work in a residential zone. As a separate and independent basis, the Project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15304 (Minor Alterations to Land), as the scope of work also includes new landscaping across the site and will be minimally graded to facilitate the scope of work. As a separate and independent basis, the Project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15301 (Existing Facilities), as the Project scope involves the addition of 76-square feet to the existing guest house to facilitate a bathroom and a 125-square foot standalone bathroom within the pavilion on a site with an existing single-family residence. As a separate and independent basis, the Project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning), as the proposed Project is consistent with the established Milpitas 2040 General Plan and R1-H Single-Family Residential Hillside Zoning District.

RECOMMENDATION:

Adopt a resolution approving Site Development Permit SD21-0002, subject to the Conditions of Approval (attached to resolution), to allow the development of a 1,200-square foot single-story pavilion with a 125-square foot standalone bathroom, construct a 76-square foot bathroom addition to the existing guest house, and a new in-ground pool at an existing single-family residence at 1350 Country Club Drive.

Attachments:

- (a) City Council Resolution
- (b) Planning Commission Staff Report
- (c) Planning Commission Resolution No. 24-005
- (d) Project Plans

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING OF SITE DEVELOPMENT PERMIT NO. SD21-0002 TO DEVELOP A 1,200-SQUARE FOOT SINGLE-STORY PAVILION WITH A 125-SQUARE FOOT BATHROOM, CONSTRUCT A 76-SQUARE FOOT BATHROOM ADDITION TO THE EXISTING GUEST HOUSE, AND A NEW IN-GROUND SWIMMING POOL AT AN EXISTING SINGLE-FAMILY RESIDENCE ON 6.13-ACRE SITE AT 1350 COUNTRY CLUB DRIVE (APN: 029-03-020) AND MAKING CEQA FINDINGS OF EXEMPTION

WHEREAS, on February 10, 2021, an application was submitted by Raj and Annu Navani, (“Applicant”), for a development proposal to 1,200-square foot single-story pavilion with a 125-square foot bathroom, a 76-square foot bathroom addition to the existing guest house, a new in-ground pool, landscape renovations, and a realignment of the existing crushed gravel driveway to accommodate an overflow parking area (“Project”) on a 6.13-acre site with an existing single-family residence at 1350 Country Club Drive (APN: 029-03-020). The Project site is zoned R1-H Single-family Residential-Hillside Zoning District; and

WHEREAS, the Planning Department 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 15304 (Minor Alterations to Land) of the CEQA Guidelines; and, as a separate and independent basis, pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines; and, as a pursuant to Section 15183 of the CEQA Guidelines (Projects Consistent with a Community Plan, General Plan, or Zoning); and

WHEREAS, on January 10, 2024, 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 unanimously (4-0) recommended approval of the Project to the City Council subject to Conditions of Approval per Planning Commission Resolution No. 24-005; 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: Record

The location and custodian of the documents or other material which constitute the record of proceedings upon which this decision is based is within the Planning Department, City of Milpitas, 455 East Calaveras Boulevard, Milpitas, California 95035.

SECTION 3: California Environmental Quality Act (CEQA) Findings

The proposed Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures), as the scope of work includes a new 1,200-square foot single-story pavilion with a standalone 125-square foot bathroom, a 76-square foot bathroom addition to the existing guest house, an in-ground swimming pool, and associated earth work in a residential zone. As a separate and independent basis, the Project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15304 (Minor Alterations to Land), as the scope of work also includes new landscaping across the site and will be minimally graded to facilitate the scope of work. As a separate and independent basis, the Project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15301 (Existing Facilities), as the Project scope involves the addition of 76-square feet to the existing guest house to facilitate a bathroom and a 125-square foot standalone bathroom within the pavilion on a site with an existing single-family residence. As a separate and

independent basis, the Project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning), as the proposed Project is consistent with the established Milpitas 2040 General Plan and R1-H Single-Family Residential Hillside Zoning District.

SECTION 4: Site Development Permit Findings (Section XI-10-57.03(F)(1))

The City Council makes the following findings based on the evidence in the public record in support of Site Development Permit No. SD21-0002:

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

The Project's architectural design and site planning are aesthetically compatible with the neighboring homes, emphasizing minimal changes to the natural topography and minimal visual impacts. The proposed pavilion, landscape renovations, and bathroom addition incorporate earth-tone colors that match the existing single-family residence and is sited so as not to draw attention when viewed from the valley floor.

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

As described in Table 1 below, the proposed development of a pavilion with a standalone bathroom, bathroom addition to the existing guest house, and an in-ground pool and site improvements will conform to the R1-H Single-Family Residential Hillside Zoning District standards for setbacks, height requirements, and landscaping.

Table 1:
Summary of Development Standards

Standards	Hillside Requirements	Proposed	Complies
Front Setback	25 ft. minimum when avg. slope is <16%; otherwise, a 40 ft. minimum	207'1" (e)	Yes
Side Yard Setback	40 ft. minimum	West side – 159'3" (e) East Side – 111'-7"	Yes
Rear	40 ft. minimum	53'9" (e)	Yes
Size of Main Residence	10,000 sq. ft. maximum (lots > 3 acres)	9,946 sq. ft. (e)	Yes
Size of Accessory Structure	1,200 sq. ft. maximum	442 sq. ft. guest house 1,200 sq. ft. pavilion with a 125 sq. ft. bathroom	Yes
Height of Retaining Wall	6 ft. maximum	3 ft.	Yes
Impervious Surfaces	30,000 sq. ft. maximum (lots > 3 acres) 30,000 sq. ft. maximum (lots > 3 acres)	22,295 sq. ft	Yes

Standards	Hillside Requirements	Proposed	Complies
Building Height (Max.)	West of crestline – 17 ft.	17 ft	Yes
Parking	4 spaces for 5 bedrooms	6 spaces in garage, 10 spaces on driveway	Parking
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.	(e) West of the crestline	Crestline Zone of Protection
(e) = existing			

Due to the subject property's location, the project must also 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 their review. As described below, including in Table 2, the Project is consistent with the Hillside Architectural Guidelines.

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. Based on the existing location and minimal scale of the home in consideration of the maximum allowable size outlined in Table 1, developing the 1,200-square foot pavilion, bathroom addition, and a new in-ground pool and site improvements will not substantially interfere with views and privacy to adjacent lots. The existing residence exceeds all setback requirements, meets the maximum 17-foot, one-story height limit, and minimizes interference with views and privacy through substantial setbacks from adjacent residences to the north and south.
<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 developed with a few shrubs and trees on the higher-sloped northern portions of the lot. The proposed project will not remove any existing trees. As proposed, the design of the pavilion, bathroom addition, and in-ground pool are carefully sited to be built on the flattest portions of the lot, following the existing contours of the site to limit the amount of imported soil.
<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 existing one-story residence, proposed pavilion and bathroom addition are predominantly horizontal in design and includes a hip roof system, a clear delineation of different colors and materials, and punctuation of certain front and side-facing elevations to minimize the

Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
	perception of bulk within the main structure and the detached guest house. Furthermore, as described above and shown in Table 1, the scale of the main residence and accessory structures are similar to the immediate neighbors' residences built on similar lots greater than 3.0-acres in size.
<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 pavilion and bathroom addition will not exceed maximum height limit of 17 feet for homes west of the crestline and exceeds all minimum setbacks as required by the Hillside development standards. As such, the Project 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. Although the aggregate volume of proposed cut and fill grading for the original house was 7,000 cubic yards, most of the grading was necessary in order to accommodate the driveway and vehicular turn-around in front of the residence. The site of the house is gently sloped, and the original plans called for the house to "step down" the hillside to minimize grading for the building pad. The various components of the Project will be sited in a similar manner and the finished grade will "step down" from the existing contours of the hillside. Moreover, the siting of the proposed pavilion, bathroom addition and in-ground pool is on a relatively flat portion of the existing lot. The new pavilion, bathroom addition, and in-ground pool is limited to 255 cubic yards of cut and 416 cubic yards of fill on the site.

Site & Architectural Design

The Project site has an existing single-family residence with various exterior materials and finishes, a palette of earth-tone colors, and a hip roof system with dark gray concrete 'S' tiles. The existing detached guest house (cabana/pool house) was designed with the same materials to complement the main residence. The design of the proposed pavilion and bathroom addition features a hip roof system with dark gray tiles, with a stucco finish in "Evening White" to match the existing single-family residence.

Recreation Courts

The Project also proposes a basketball court just south of the pavilion. Pursuant to MMC Section XI-10-45.14, grading for tennis courts and other recreation courts shall not exceed six feet of fill or twelve feet of cut and fill. The finished grade of the basketball court is at 206 feet, while the existing contours vary from 204 feet to 209 feet. Therefore, the proposed basketball court is in conformance with Section XI-10-45.14 as the maximum cut is three feet and maximum fill is two feet.

The basketball court will also be landscaped and screened pursuant to MMC Section XI-10-45.14-2. The proposed retaining wall on the lower side of the court will be two feet tall and shrubs are proposed to aid in screening. The other side of the court and the rear will also be screened with larger plants. Lastly, the surface of the court will be colored in natural tones pursuant to MMC Section XI-10-45.14-3. The Project proposes gray, mauve, and moss green colored pavers in conformance with above referenced section.

Outdoor Lighting

Pursuant to MMC Section XI-10-45.15-1, no artificial lighting shall be permitted for tennis and other recreation courts. No lighting is proposed for the court.

Pursuant to MMC Section XI-10-45.15-2, artificial lighting of swimming pools and spas shall be permitted only under certain conditions:

- (a) Light(s) are placed beneath the surface of water in the pool or spa to illuminate the water;
- (b) Other exterior lights used to illuminate the surrounding area;
- (c) Light(s) use the minimum wattage which will safely illuminate the area;
- (d) No direct light is cast beyond the immediate area of the pool or spa; and
- (e) No light sources are directly visible from off the site.

The Project only proposes pool lighting beneath the surface of the water. Other outdoor lighting will be located on steps for safety purposes and will use minimum wattage lights to safely illuminate the area.

Grading and Landscaping

Pursuant to MMC Section XI-10-45.18-4, where the aggregate volume of grading exceeds 1,500 cubic yards, the Planning Commission shall review the proposed grading plan and recommend approval or denial to the City council. Although the aggregate volume of proposed cut and fill grading for the original house is 7,000 cubic yards, most of the grading was necessary in order to accommodate the driveway and vehicular turn-around in front of the residence. The subject site consists of slopes ranging from 10 to 80 percent. A driveway was needed to provide access from the public street to the building site for construction purposes, residential daily access purposes, and for emergency response purposes. Moreover, the site of the house is gently sloped, and the original plans called for the house to “step down” the hillside to minimize grading for the building pad. In an effort to limit the amount of ground to be removed, the applicant has proposed a site plan which locates the Project on the flattest portion of the site, which will result in 255 cubic yards of cut and 416 cubic yards of fill on the site. The various components of the Project will be sited in a similar manner and the finished grade will “step down” from the existing contours of the hillside. No existing trees will be removed. Therefore, the Planning Commission recommends that the City Council approve the Project’s grading plan.

The Project’s landscape renovations include new landscaping throughout the property, grass flanking on both sides of the front entrance, and the realignment of a crushed gravel overflow parking area as required by the City’s Fire Department in order to facilitate additional parking and emergency vehicle access. A new walkway and stairs will be built leading the overflow parking area to the upper walkway surrounding the residence. Outdoor amenities include various seating areas, firepits, and patios. All plants will be drought-tolerant and water efficient and conditioned to comply with Resolution no. 6066.

Crestline Zone of Protection

To protect the quality of views of the hills from the valley floor, development standards related to the crestline have been incorporated into the Zoning Code. Pursuant to 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 100 feet immediately below when viewed from the valley floor. The proposed Project is located over 900 feet west of the crestline and approximately 200 feet lower in elevation; the project is further restricted to a height of seventeen (17) feet and one (1) story (excluding basements) from the lowest finished grade to the highest ridgeline of the building. The Project conforms to these development standards outlined in Table 1.

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

The proposed Project is consistent with the Milpitas General Plan, particularly with Policy CD 7-5, which states that new development in the Hillside Area should be limited to only very low density residential, open space, and park uses. The Project site is a legal lot with an approved single-family residence. The proposed Project is designed to fit in with the natural topographic features of the hillside property and reduce the visual impact as viewed from the valley floor as outlined in Table 3.

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 Project will not significantly impact the visual character of the hillside from the valley floor or other viewpoints, as the project site is located over 900 feet west of and approximately 200 feet lower than the crestline.
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 Project will be situated at the flattest portion of the lot, along the same elevation as the existing single-family residence and guest house to minimize the disruption to the existing natural topography by limiting the volume of grading to only 255 cubic yards of cut and 416 cubic yards of fill on the site. This is designed to accommodate the footprint of the pavilion, bathroom addition, driveway extension, and pool and meet the required grade at the existing concrete retaining wall.
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 to construct the pavilion, bathroom addition, and in-ground pool due to its location on the flattest areas of lot, along the same elevation as the existing single-family residence and guest house. 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 Project is proposed at the flattest portion of the lot and will only require 255 cubic yards of cut and 416 cubic yards of fill on the site. The house site is gently sloped, and the original plans called for the house to “step down” the hillside to minimize grading for the building pad. The various components of the Project will be sited in a similar manner and the finished grade will “step down” from the existing contours of the hillside. The driveway extension consists of an existing gravel area on the site and no additional grading will be needed to accommodate the new parking area. Grading has been substantially minimized for the Project because the work follows the site's natural contours 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 change in land use is proposed; the site will remain developed as a single-family residence, with adequate fire safety measures to allow fire apparatus access. The proposed landscaping elements and patios are pervious to inhibit excess runoff and erosion.

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 pavilion, bathroom addition, and in-ground pool

are designed to fit in with the natural topographic features of the property and reduce the visual impact as viewed from the valley floor.

SECTION 5: City Council Approval

Based on the foregoing, the City Council hereby approves Site Development Permit No. SD21-0002 to allow the development of a 1,200-square foot single-story pavilion with a 125-square foot bathroom, construct a 76-square foot bathroom addition to the existing guest house, and a new in-ground swimming pool at an existing single-family residence in the R1-H Single-Family Residential Hillside Zoning District, based on the above findings and subject to the Conditions of Approval in the proposed Site Development Permit No. SD21-0002 attached hereto as **Exhibit 1** and incorporated herein.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

EXHIBIT 1

SITE DEVELOPMENT PERMIT NO. P-SD21-0002 1350 COUNTRY CLUB DRIVE (APN 029-03-020)

The City of Milpitas Planning Commission and City Council approve Site Development Permit No. SD21-0002 in accordance with Section XI-10-45.09 and XI-10-57.03 of the Milpitas Municipal Code, subject to and conditioned upon all applicable State and local laws and regulations and the Conditions of Approval outlined below. This Site Development Permit entitlement is to allow the issuance of building permits for a 1,200-square foot single-story pavilion with a 125-square foot bathroom, a 76-square foot bathroom addition to the existing guest house, and a new in ground swimming pool (“Project”) appurtenant to an existing single-family residence on a 6.13-acre site located in the R1-H Single-family Residential-Hillside Zoning District at 1350 Country Club Drive (APN 029-03-020), subject to all necessary reviews, approvals, studies, and inspections for the issuance of such building permits.

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

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. SD21-0002** (“Permit”) shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed and this Resolution has been recorded by the Permittee with the Santa Clara County’s Recorder Office and a copy shall be provided to the Planning Department. **(P)**
2. 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.

This permit shall become null and void if the work is added to, modified, or otherwise deviated from in any significant way from the approved site plan, building plan, floor plans, or other approved submittal as determined by the Planning Director or designee.

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 Permit. **(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 Permit. **(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. Development in Conformance with Approve Plans. Permittee shall develop the approved project in conformance with the approved plans dated August 24, 2023, approved by the Planning Commission on January 10, 2024, in accordance with these Conditions of Approval. Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, 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. The 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. **Conditions of Approval.** 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)**

PROJECT SPECIFIC CONDITIONS

Planning Department Conditions

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. Plant materials that require excessive water after becoming established should be avoided. **(P)**
21. 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 Planning Director. **(P)**
22. 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)**
23. Where two cut-or-fill slopes intersect, the intersection shall be horizontally rounded and blended. **(P)**
24. 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)**
25. Hillside Landscaping Water Conservation Policy. Permittee shall submit a revised planting and landscape plan prior to building permit issuance that demonstrates compliance with the Hillside Landscape Water Conservation Policy (Resolution No. 6066). **(P)**
26. Recreation Court Color. All surface and retaining walls shall be colored in natural tones and screened as appropriate so that the court is not conspicuous when viewed from off-site. **(P)**
27. Outdoor Lighting. No artificial lighting shall be permitted for tennis and other recreation courts.
28. Outdoor Lighting. Artificial lighting of swimming pools and spas shall be permitted only under the following conditions:
- Lights are placed beneath the surface of water in the pool or spa to illuminate the water;
 - Other exterior lights used to illuminate the surrounding area;
 - Lights use the minimum wattage which will safely illuminate the area;
 - No direct light is cast beyond the immediate area of the pool or spa; and
 - No light sources are directly visible from off the site.
29. Outdoor Lighting. Outdoor lighting should use the minimum wattage lights which will safely illuminate the area. Outdoor light sources shall be shielded so as not to be directly visible from off-site.

Fire Department

The plans approved by the Planning Department process are not building plans and have not been reviewed nor approved for conformance to the California Building Code (CBC), California Fire Code (CFC) and the Milpitas Municipal Code (MMC). Do not consider this set of plans as final building plans approved by the Fire Department. Building plans must be submitted for review and approval before construction is to commence. The following notes are a general list of the

applicable code requirements (2016) and are provided to assist with the building permit process. Please note that these are not all inclusive. All applicable Building, Fire and Municipal Code requirements must be met in advance of any building permit approvals or related construction.

30. Electronic documents. The fire code official may require electronic base documents for all construction documents and operational permits. The fire code official shall designate the software base format for the electronic documents. CFC Section 105.4.2.2, added by MMC Section V-300-2.11, and CFC Section 102.9

Building Department

31. Compliance with California 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)***

32. Modifications: The Site Development Plan dated August 24, 2023 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.
33. 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 BUILDING PERMIT ISSUANCE

*The following conditions shall be addressed during the building plan check process and shall be met **prior to** any building permit issuance (except demolition permit and rough grade permit), unless otherwise approved by the Director of Engineering/City Engineer. **(E)***

34. Easements on the Building Permit Plans: Permittee shall depict all existing easements to remain based upon current preliminary title report and depict new easements on applicable building permit plans.
35. 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.

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)***

36. 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.
37. 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.

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.*

38. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.

(P) = Planning

(B) = Building

(E) = Engineering

(F) = Fire Prevention

(CA) = City Attorney

ACCEPTANCE

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 permit.

Signature: _____

Printed Name: _____

Relationship to Property: _____

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.



MILPITAS PLANNING COMMISSION STAFF REPORT

January 10, 2024

APPLICATION: **LANDSCAPE RENOVATION, NEW PAVILION, BATHROOM AND NEW POOL** - Site Development Permit No. SD21-0002: A request for a Site Development Permit to develop a 1,200-square foot single-story pavilion with a 125-square foot bathroom, construct a 76-square foot bathroom addition to the existing guest house, and a new in-ground pool at an existing single-family residence on a 6.13-acre lot located in the R1-H Single-family Residential Hillside Combining District located at 1350 Country Club Drive.

RECOMMENDATION: **Staff recommends that the Planning Commission adopt Resolution No. 24-005, recommending City Council approve Site Development Permit No. SD21-0002, subject to the attached Conditions of Approval.**

LOCATION:

Address/APN:

1350 Country Club Drive (APN: 029-03-020)

Area of City:

Northeastern portion of the City of Milpitas in the hillside area

PEOPLE:

Project Applicant/Owner:

Raj and Annu Navani

Project Planner:

Lillian VanHua, AICP, Senior Planner

LAND USE:

General Plan Designation:

Hillside Low-Density (HLD)

Zoning District:

Single-Family Residential-Hillside (R1-H)

Site Area:

6.13 acres

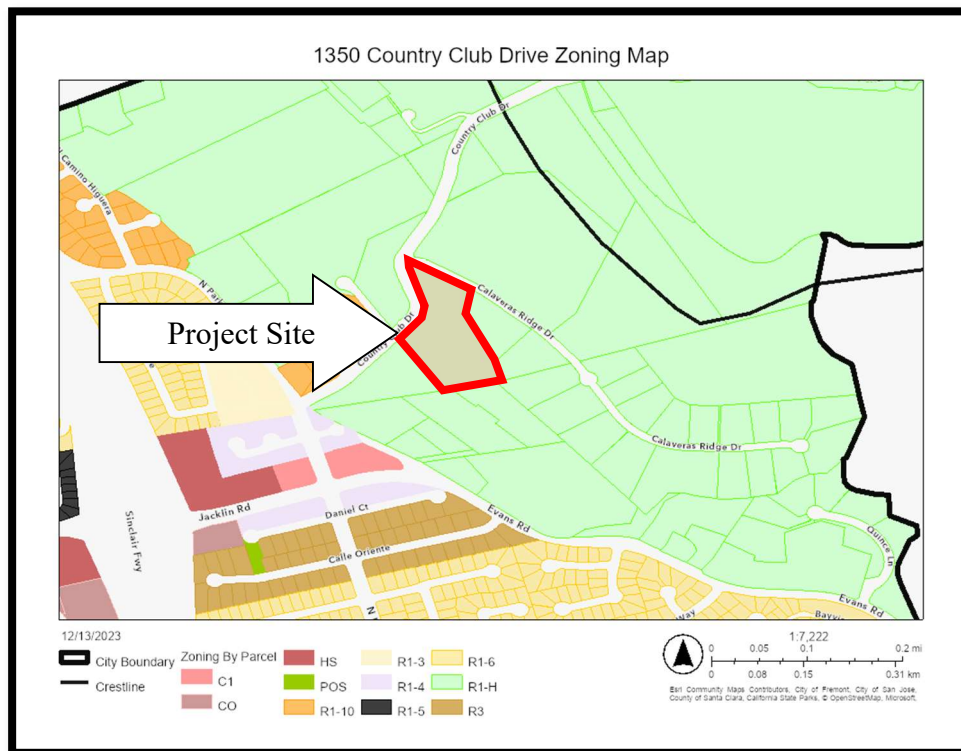
ENVIRONMENTAL:

Categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures), Section 15304 (Minor Alterations to Land), Section 15301 (Existing Facilities), and Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

Map 1
Aerial Project Location



Map 2
Zoning Map



PROJECT DESCRIPTION

History

- On March 19, 2002, the Milpitas City Council approved a Hillside Site and Architectural Review Permit and Variance (P-VA2002-1) to construct a one-story, single-family residence, six-car garage, and backyard amenities including pool, spa, patios, guest house (cabana/pool house), and solid roof arbor, and to grade on slopes in excess of 40 percent.
- On August 27, 2003, the Milpitas Planning Commission Subcommittee approved Hillside ‘S’ Zone Application P-SA2003-109, an application to review compliance with special conditions related to landscaping and the entry fence and gate of the previously approved Site and Architectural Review Permit.

Application

The applicant is requesting a Site Development Permit to develop a 1,200-square foot single-story pavilion with a 125-square foot bathroom, a 76-square foot bathroom addition to the existing guest house, a new in-ground pool, landscape renovations, and a realignment of the existing crushed gravel driveway to accommodate an overflow parking area at an existing single-family residence with an attached six-car garage.

Context and Location

The Project site is a developed 6.13-acre parcel located off Country Club Drive, in the northeastern portion of the City of Milpitas, in the hillside area approximately a 0.15-mile northeast of the Country Club Drive/North Park Victoria Drive intersection. The project site is located on the west side of the crestline. A vicinity map of the subject site location is shown on Map 1. The property and neighboring properties are zoned Single-Family Residential – Hillside (R1-H). Map 2 on the previous page and Table 1 on the following page summarize the Zoning and Land Uses surrounding the site.

Process

In addition to satisfying the substantive and procedural requirements typically applicable to a Site Development Permit, 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.

Table 1
Surrounding Zoning and Land Uses

	General Plan	Zoning	Existing Use
Subject Site	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Single-family home
North	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Single-family home
South	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Single-family home
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)	Single-family home

PROJECT ANALYSIS

Milpitas General Plan 2040

The General Plan designation for the project site is Hillside Low Density (HLD). The General Plan details the City's Hillside Area's goals, objectives, and policies. 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
<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 Project will not significantly impact the visual character of the hillside from the valley floor or other viewpoints, as the project site is located over 900 feet west of and approximately 200 feet lower than the crestline.
<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 Project will be situated at the flattest portion of the lot, along the same elevation as the existing single-family residence and guest house to minimize the disruption to the existing natural topography by limiting the volume of grading to only 255 cubic yards of cut and 416 cubic yards of fill on the site. This is designed to accommodate the footprint of the pavilion,

Policy	Conformance
	bathroom addition, driveway extension, and pool and meet the required grade at the existing concrete retaining wall.
<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 to construct the pavilion, bathroom addition, and in-ground pool due to its location on the flattest areas of lot, along the same elevation as the existing single-family residence and guest house. 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 Project is proposed at the flattest portion of the lot and will only require 255 cubic yards of cut and 416 cubic yards of fill on the site. The house site is gently sloped, and the original plans called for the house to “step down” the hillside to minimize grading for the building pad. The various components of the Project will be sited in a similar manner and the finished grade will “step down” from the existing contours of the hillside. The driveway extension consists of an existing gravel area on the site and no additional grading will be needed to accommodate the new parking area. Grading has been substantially minimized for the Project because the work follows the site's natural contours 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 change in land use is proposed; the site will remain developed as a single-family residence, with adequate fire safety measures to allow fire apparatus access. The proposed landscaping elements and patios are pervious to inhibit excess runoff and erosion.

Development Standards

The site is in the R1-H Single-Family Residential - “H” - Hillside Combining District. The purpose of the R1-H District is to promote and encourage 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.

Pursuant to MMC Section XI-10-45.17-4, the subject parcel is greater than 3.0 acres, which allows for the largest maximum size for the main residence (10,000 square feet) and the largest amount of impervious surface coverage on the site (30,000 square feet). Table 3 demonstrates the Project's consistency with the applicable development standards of the R1-H zone. Figures 1 & 2 demonstrate the site plan and building configuration. Figures 3 and 4 demonstrate the floor plan and layout of the pavilion and bathroom addition.

Table 3
Summary of Development Standards

Standards	Hillside Requirements	Proposed	Complies
Front Setback	25 ft. minimum when avg. slope is <16%; otherwise, a 40 ft. minimum	207'1" (e)	Yes
Side Yard Setback	40 ft. minimum	West side – 159'3" (e) East Side – 111'-7"	Yes
Rear	40 ft. minimum	53'9" (e)	Yes
Size of Main Residence	10,000 sq. ft. maximum (lots > 3 acres)	9,946 sq. ft. (e)	Yes
Size of Accessory Structure	1,200 sq. ft. maximum	442 sq. ft. guest house 1,200 sq. ft. pavilion with a 125 sq. ft. bathroom	Yes
Height of Retaining Wall	6 ft. maximum	5 ft.	Yes
Impervious Surfaces	30,000 sq. ft. maximum (lots > 3 acres) 30,000 sq. ft. maximum (lots > 3 acres)	22,295 sq. ft.	Yes
Building Height (Max.)	West of crestline – 17 ft.	17 ft	Yes
Parking	4 spaces for 5 bedrooms	6 spaces in garage, 10 spaces on driveway	Yes
Crestline Zone of Protection	Within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that	West of the crestline	Yes

Standards	Hillside Requirements	Proposed	Complies
	no structure extends above the crestline site line.		
(e) = existing			

Figure 1



Figure 2
Enlarged Site Plan

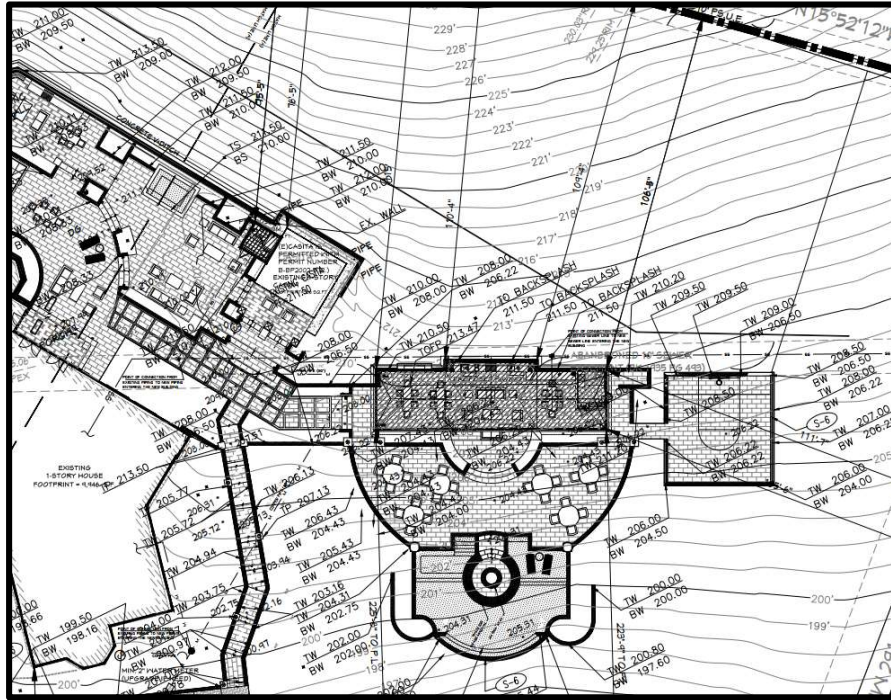


Figure 3
Pavilion Floor Plan

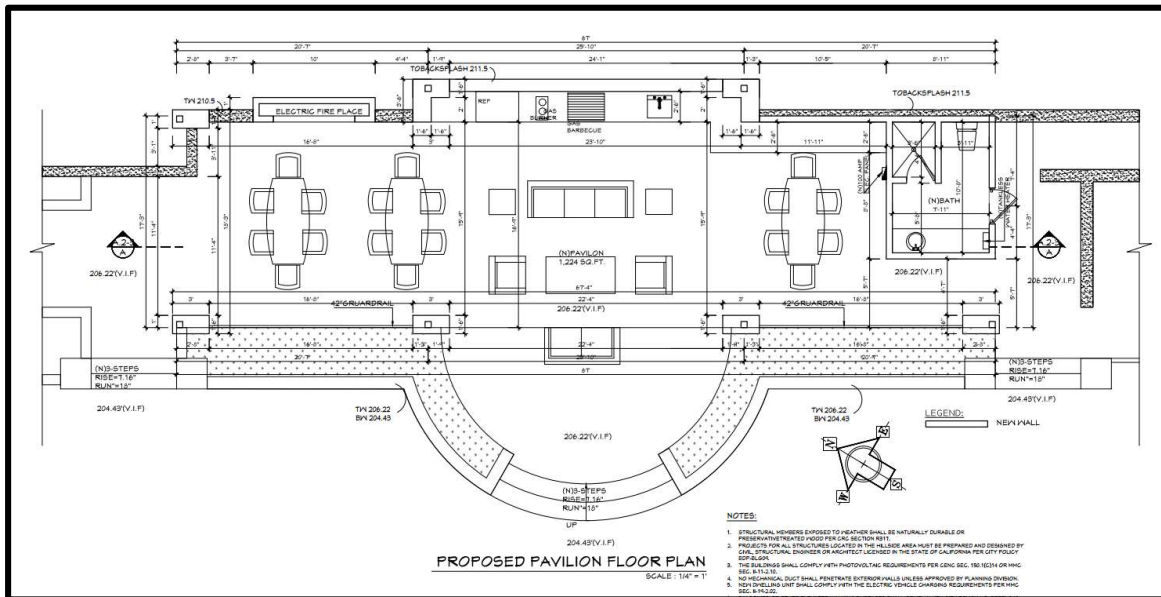
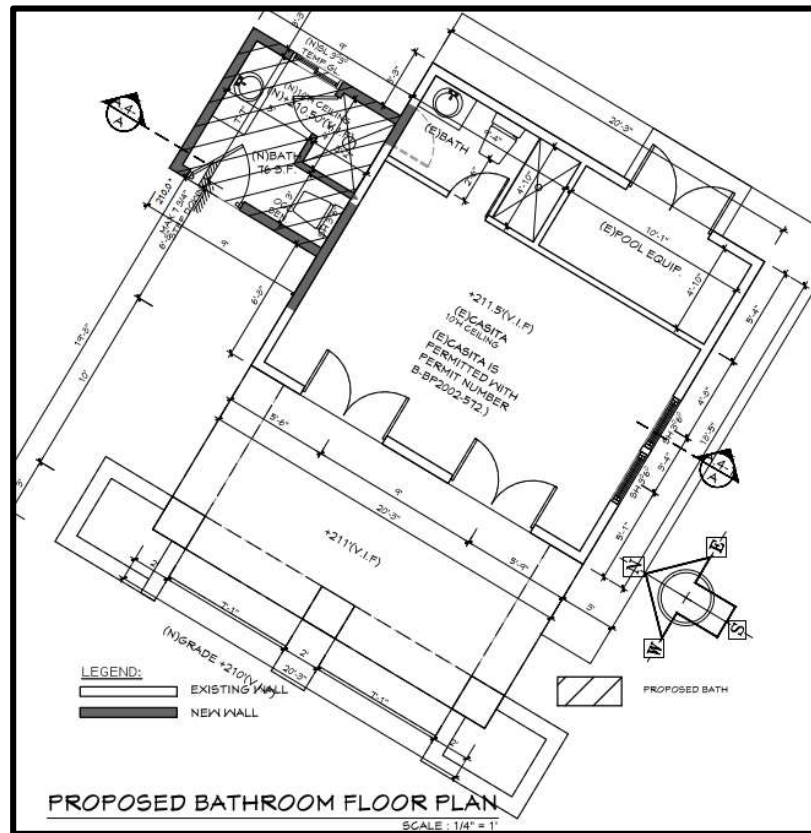


Figure 4
Bathroom Addition



Due to the subject property's location, the Project must also 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 their 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 Section 45.09-7	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</i>	Consistent. Based on the existing location and minimal scale of the home in consideration of the maximum allowable size outlined in Table 3, developing the 1,200-square foot pavilion, bathroom addition, and a new in-ground pool and site improvements will not substantially interfere with views and

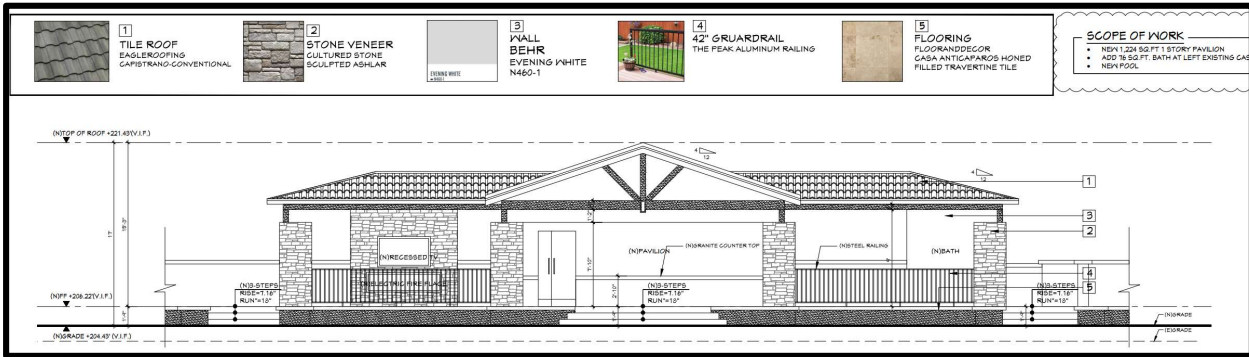
Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
<i>lots, will avoid unreasonable interference with views and privacy.</i>	privacy to adjacent lots. The existing residence exceeds all setback requirements, meets the maximum 17-foot, one-story height limit, and minimizes interference with views and privacy through substantial setbacks from adjacent residences to the north and south.
<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 developed with a few shrubs and trees on the higher-sloped northern portions of the lot. The proposed project will not remove any existing trees. As proposed, the design of the pavilion, bathroom addition, and in-ground pool are carefully sited to be built on the flattest portions of the lot, following the existing contours of the site to limit the amount of imported soil.
<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 existing one-story residence, proposed pavilion and bathroom addition are predominantly horizontal in design and includes a hip roof system, a clear delineation of different colors and materials, and punctuation of certain front and side-facing elevations to minimize the perception of bulk within the main structure and the detached guest house. Furthermore, as described above and shown in Table 3, the scale of the main residence and accessory structures are similar to the immediate neighbors' residences built on similar lots larger than 3.0-acres in size.
<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 pavilion and bathroom addition will not exceed the maximum height limit of 17 feet for homes west of the crestline and exceeds all minimum setbacks as required by the Hillside development standards. As such, the Project 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. Although the aggregate volume of proposed cut and fill grading for the original house was 7,000 cubic yards, most of the grading was necessary in order to accommodate the driveway and vehicular

Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
	turn-around in front of the residence. The site of the house is gently sloped, and the original plans called for the house to “step down” the hillside to minimize grading for the building pad. The various components of the Project will be sited in a similar manner and the finished grade will “step down” from the existing contours of the hillside. Moreover, the siting of the proposed pavilion, bathroom addition and in-ground pool is on a relatively flat portion of the existing lot. The new pavilion, bathroom addition, and in-ground pool is limited to 255 cubic yards of cut and 416 cubic yards of fill on the site.

Site & Architectural Design

The Project site has an existing single-family residence with various exterior materials and finishes, a palette of earth-tone colors, and a hip roof system with dark gray concrete ‘S’ tiles. The existing detached guest house (cabana/pool house) was designed with the same materials to complement the main residence. The design of the proposed pavilion and bathroom addition features a hip roof system with dark gray tiles, with a stucco finish in “Evening White” to match the existing single-family residence, as shown on Figure 5.

Figure 5
Elevation



Recreation Courts

The Project also proposes a basketball court just south of the pavilion. Pursuant to MMC Section XI-10-45.14, grading for tennis courts and other recreation courts shall not exceed six feet of fill or twelve feet of cut and fill. The finished grade of the basketball court is at 206 feet, while the existing contours vary from 204 feet to 209 feet. Therefore, the proposed basketball court is in

conformance with Section XI-10-45.14 as the maximum cut is three feet and maximum fill is two feet.

The basketball court will also be landscaped and screened pursuant to MMC Section XI-10-45.14-2. The proposed retaining wall on the lower side of the court will be two feet tall and shrubs are proposed to aid in screening. The other side of the court and the rear will also be screened with larger plants. Lastly, the surface of the court will be colored in natural tones pursuant to MMC Section XI-10-45.14-3. The Project proposes gray, mauve, and moss green colored pavers in conformance with above referenced section.

Outdoor Lighting

Pursuant to MMC Section XI-10-45.15-1, no artificial lighting shall be permitted for tennis and other recreation courts. No lighting is proposed for the court.

Pursuant to MMC Section XI-10-45.15-2, artificial lighting of swimming pools and spas shall be permitted only under certain conditions:

- (a) Light(s) are placed beneath the surface of water in the pool or spa to illuminate the water;
- (b) Other exterior lights used to illuminate the surrounding area;
- (c) Light(s) use the minimum wattage which will safely illuminate the area;
- (d) No direct light is cast beyond the immediate area of the pool or spa; and
- (e) No light sources are directly visible from off the site.

The Project only proposes pool lighting beneath the surface of the water. Other outdoor lighting will be located on steps for safety purposes and will use minimum wattage lights to safely illuminate the area.

Grading and Landscaping

Pursuant to MMC Section XI-10-45.18-4, where the aggregate volume of grading exceeds 1,500 cubic yards, the Planning Commission shall review the proposed grading plan and recommend approval or denial to the City council. Although the aggregate volume of proposed cut and fill grading for the original house is 7,000 cubic yards, most of the grading was necessary in order to accommodate the driveway and vehicular turn-around in front of the residence. The subject site consists of slopes ranging from 10 to 80 percent. A driveway was needed to provide access from the public street to the building site for construction purposes, residential daily access purposes, and for emergency response purposes. Moreover, the site of the house is gently sloped, and the original plans called for the house to “step down” the hillside to minimize grading for the building pad. In an effort to limit the amount of ground to be removed, the applicant has proposed a site plan which locates the Project on the flattest portion of the site, which will result in 255 cubic yards of cut and 416 cubic yards of fill on the site. The various components of the Project will be sited in a similar manner and the finished grade will “step down” from the existing contours of the hillside. No existing trees will be removed.

The Project’s landscape renovations include new landscaping throughout the property, grass flanking on both sides of the front entrance, and the realignment of a crushed gravel overflow parking area as required by the City’s Fire Department in order to facilitate additional parking and emergency vehicle access. A new walkway and stairs will be built leading the overflow parking area to the upper walkway surrounding the residence. Outdoor amenities include various seating

areas, firepits, and patios. All plants will be drought-tolerant and water efficient and conditioned to comply with Resolution no. 6066.

Crestline Zone of Protection

To protect the quality of views of the hills from the valley floor, development standards related to the crestline have been incorporated into the Zoning Code. Pursuant to 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 100 feet immediately below when viewed from the valley floor. The proposed Project is located over 900 feet west of the crestline and approximately 200 feet lower in elevation; the project is further restricted to a height of seventeen (17) feet and one (1) story (excluding basements) from the lowest finished grade to the highest ridgeline of the building. The Project conforms to these development standards outlined in Table 3.

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.*

The Project's architectural design and site planning are aesthetically compatible with the neighboring homes, emphasizing minimal changes to the natural topography and minimal visual impacts. The proposed pavilion and bathroom addition incorporate earth-tone colors that match the existing single-family residence and is sited so as not to 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 development of a pavilion with a standalone bathroom, bathroom addition to the existing guest house, and an in-ground pool and site improvements will conform to the R1-H Single-Family Residential Hillside Zoning District standards for setbacks, height requirements, and landscaping.

- 3. The project is consistent with the Milpitas General Plan in that:*

The proposed Project is consistent with the Milpitas General Plan, particularly with Policy CD 7-5, which states that new development in the Hillside Area should be limited to only very low density residential, open space, and park uses. The Project site is a legal lot with an approved single-family residence. The proposed Project is designed to fit in with the natural topographic features of the hillside property and reduce the visual impact as viewed from the valley floor.

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 (New Construction or Conversion of Small Structures), as the scope of work includes a new 1,200-square foot single-story pavilion with a standalone 125-square foot bathroom, a 76-square foot bathroom addition to the existing guest house, an in-ground swimming pool, and associated earth work in a residential zone. As a separate and independent basis, the Project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15304 (Minor Alterations to Land), as the scope of work also includes new landscaping across the site and will be minimally graded to facilitate the scope of work. As a separate and independent basis, the Project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15301 (Existing Facilities), as the Project scope involves the addition of 76-square feet to the existing guest house to facilitate a bathroom and a 125-square foot standalone bathroom within the pavilion on a site with an existing single-family residence. As a separate and independent basis, the Project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning), as the proposed Project is consistent with the established Milpitas 2040 General Plan and R1-H Single-Family Residential Hillside Zoning District.

PUBLIC COMMENT/OUTREACH

Staff provided public notice for the application in accordance with City and State public noticing requirements. A notice was published in the Milpitas Post on December 29, 2023. In addition, 22 notices were sent to owners and occupants within 300 feet of the project site. A public notice was also posted on the project site, on the City's Website, www.milpitas.gov, and posted at City Hall. At the time of writing this report, there have been no inquiries from the public.

RECOMMENDATION

STAFF RECOMMENDS THAT the Planning Commission:

1. Open the Public Hearing to receive comments;
2. Close the Public Hearing; and
3. Adopt Resolution No. 24-005, approving and recommending the City Council approve Site Development Permit No. SD21-0002, to allow the development of a 1,200-square foot single-story pavilion with a 125-square foot standalone bathroom, construct a 76-square foot bathroom addition to the existing guest house, and a new in-ground pool at an existing single-family residence in the R1-H Single-Family Residential Hillside Zoning District, subject to the findings and attached Conditions of Approval.

ATTACHMENTS

A: Resolution 24-005

B: Project Plans

RESO NO. 24-005**RESOLUTION NO. 24-005**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS
 APPROVING AND RECOMMENDING APPROVAL OF SITE DEVELOPMENT
 PERMIT NO. SD21-0002 TO THE MILPITAS CITY COUNCIL TO DEVELOP A 1,200-
 SQUARE FOOT SINGLE-STORY PAVILION WITH A 125-SQUARE FOOT
 BATHROOM, CONSTRUCT A 76-SQUARE FOOT BATHROOM ADDITION TO THE
 EXISTING GUEST HOUSE, AND A NEW IN-GROUND SWIMMING POOL AT AN
 EXISTING SINGLE-FAMILY RESIDENCE ON 6.13-ACRE SITE AT 1350 COUNTRY
 CLUB DRIVE (APN: 029-03-020)**

WHEREAS, on February 10, 2021, an application was submitted by Raj and Annu Navani, the property owners (“Applicant”), for a development proposal to allow the development of a 1,200-square foot pavilion with a 125-square foot bathroom, construct a 76-square foot bathroom addition to the existing guest house, and a new in-ground swimming pool (“Project”) on a 6.13-acre site with an existing single-family residence at 1350 Country Club Drive (APN: 029-03-020). The Project site is zoned R1-H Single-family Residential-Hillside Zoning District; and

WHEREAS, the Planning Department 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 15304 (Minor Alterations to Land) of the CEQA Guidelines; and, as a separate and independent basis, pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines; and, as a pursuant to Section 15183 of the CEQA Guidelines (Projects Consistent with a Community Plan, General Plan, or Zoning); and

WHEREAS, on January 10, 2024 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 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: Record

The location and custodian of the documents or other material which constitute the record of proceedings upon which this decision is based is within the Planning Department, City of Milpitas, 455 East Calaveras Boulevard, Milpitas, California 95035

SECTION 3: CEQA Finding

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The proposed Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures), as the scope of work includes a new 1,200-square foot single-story pavilion with a standalone 125-square foot bathroom, a 76-square foot bathroom addition to the existing guest house, an in-ground swimming pool, and associated earth work in a residential zone. As a separate and independent basis, the Project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15304 (Minor Alterations to Land), as the scope of work also includes new landscaping across the site and will be minimally graded to facilitate the scope of work. As a separate and independent basis, the Project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15301 (Existing Facilities), as the Project scope involves the addition of 76-square feet to the existing guest house to facilitate a bathroom and a 125-square foot standalone bathroom within the pavilion on a site with an existing single-family residence. As a separate and independent basis, the Project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning), as the proposed Project is consistent with the established Milpitas 2040 General Plan and R1-H Single-Family Residential Hillside Zoning District.

SECTION 4: 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. SD21-0002:

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

The Project’s architectural design and site planning are aesthetically compatible with the neighboring homes, emphasizing minimal changes to the natural topography and minimal visual impacts. The proposed pavilion, landscape renovations, and bathroom addition incorporate earth-tone colors that match the existing single-family residence and is sited so as not to draw attention when viewed from the valley floor.

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

As described in Table 1 below, the proposed development of a pavilion with a standalone bathroom, bathroom addition to the existing guest house, and an in-ground pool and site improvements will conform to the R1-H Single-Family Residential Hillside Zoning District standards for setbacks, height requirements, and landscaping.

Table 1:
Summary of Development Standards

Standards	Hillside Requirements	Proposed	Complies
Front Setback	25 ft. minimum when avg. slope is <16%; otherwise, a 40 ft. minimum	207’1” (e)	Yes

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Standards	Hillside Requirements	Proposed	Complies
Side Yard Setback	40 ft. minimum	West side – 159’3” (e) East Side – 111’-7”	Yes
Rear	40 ft. minimum	53’9” (e)	Yes
Size of Main Residence	10,000 sq. ft. maximum (lots > 3 acres)	9,946 sq. ft. (e)	Yes
Size of Accessory Structure	1,200 sq. ft. maximum	442 sq. ft. guest house 1,200 sq. ft. pavilion with a 125 sq. ft. bathroom	Yes
Height of Retaining Wall	6 ft. maximum	3 ft.	Yes
Impervious Surfaces	30,000 sq. ft. maximum (lots > 3 acres) 30,000 sq. ft. maximum (lots > 3 acres)	22,295 sq. ft	Yes
Building Height (Max.)	West of crestline – 17 ft.	17 ft	Yes
Parking	4 spaces for 5 bedrooms	6 spaces in garage, 10 spaces on driveway	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.	(e) West of the crestline	Yes
(e) = existing			

Due to the subject property’s location, the project must also 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 their review. As described below, including in Table 2, the Project is consistent with the Hillside Architectural Guidelines .

RESO NO. 24-005

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. Based on the existing location and minimal scale of the home in consideration of the maximum allowable size outlined in Table 1, developing the 1,200-square foot pavilion, bathroom addition, and a new in-ground pool and site improvements will not substantially interfere with views and privacy to adjacent lots. The existing residence exceeds all setback requirements, meets the maximum 17-foot, one-story height limit, and minimizes interference with views and privacy through substantial setbacks from adjacent residences to the north and south.
<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 developed with a few shrubs and trees on the higher-sloped northern portions of the lot. The proposed project will not remove any existing trees. As proposed, the design of the pavilion, bathroom addition, and in-ground pool are carefully sited to be built on the flattest portions of the lot, following the existing contours of the site to limit the amount of imported soil.
<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 existing one-story residence, proposed pavilion and bathroom addition are predominantly horizontal in design and includes a hip roof system, a clear delineation of different colors and materials, and punctuation of certain front and side-facing elevations to minimize the perception of bulk within the main structure and the detached guest house. Furthermore, as described above and shown in Table 1, the scale of the main residence and accessory structures are similar to the immediate neighbors' residences built on similar lots greater than 3.0-acres in size.
<i>(d) Impairment of Light and Air. The proposed main or accessory structure(s)</i>	Consistent. The proposed pavilion and bathroom addition will not exceed maximum

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Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
<i>shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	height limit of 17 feet for homes west of the crestline and exceeds all minimum setbacks as required by the Hillside development standards. As such, the Project 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. Although the aggregate volume of proposed cut and fill grading for the original house was 7,000 cubic yards, most of the grading was necessary in order to accommodate the driveway and vehicular turn-around in front of the residence. The site of the house is gently sloped, and the original plans called for the house to “step down” the hillside to minimize grading for the building pad. The various components of the Project will be sited in a similar manner and the finished grade will “step down” from the existing contours of the hillside. Moreover, the siting of the proposed pavilion, bathroom addition and in-ground pool is on a relatively flat portion of the existing lot. The new pavilion, bathroom addition, and in-ground pool is limited to 255 cubic yards of cut and 416 cubic yards of fill on the site.

Site & Architectural Design

The Project site has an existing single-family residence with various exterior materials and finishes, a palette of earth-tone colors, and a hip roof system with dark gray concrete ‘S’ tiles. The existing detached guest house (cabana/pool house) was designed with the same materials to complement the main residence. The design of the proposed pavilion and bathroom addition features a hip roof system with dark gray tiles, with a stucco finish in “Evening White” to match the existing single-family residence.

Recreation Courts

The Project also proposes a basketball court just south of the pavilion. Pursuant to MMC Section XI-10-45.14, grading for tennis courts and other recreation courts shall not exceed six feet of fill or twelve feet of cut and fill. The finished grade of the basketball court is at 206 feet, while the existing contours vary from 204 feet to 209 feet. Therefore, the proposed basketball court is in conformance with Section XI-10-45.14 as the maximum cut is three feet and maximum fill is two feet.

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The basketball court will also be landscaped and screened pursuant to MMC Section XI-10-45.14-2. The proposed retaining wall on the lower side of the court will be two feet tall and shrubs are proposed to aid in screening. The other side of the court and the rear will also be screened with larger plants. Lastly, the surface of the court will be colored in natural tones pursuant to MMC Section XI-10-45.14-3. The Project proposes gray, mauve, and moss green colored pavers in conformance with above referenced section

Outdoor Lighting

Pursuant to MMC Section XI-10-45.15-1, no artificial lighting shall be permitted for tennis and other recreation courts. No lighting is proposed for the court.

Pursuant to MMC Section XI-10-45.15-2, artificial lighting of swimming pools and spas shall be permitted only under certain conditions:

- (a) Light(s) are placed beneath the surface of water in the pool or spa to illuminate the water;
- (b) Other exterior lights used to illuminate the surrounding area;
- (c) Light(s) use the minimum wattage which will safely illuminate the area;
- (d) No direct light is cast beyond the immediate area of the pool or spa; and
- (e) No light sources are directly visible from off the site.

The Project only proposes pool lighting beneath the surface of the water. Other outdoor lighting will be located on steps for safety purposes and will use minimum wattage lights to safely illuminate the area.

Grading and Landscaping

Pursuant to MMC Section XI-10-45.18-4, where the aggregate volume of grading exceeds 1,500 cubic yards, the Planning Commission shall review the proposed grading plan and recommend approval or denial to the City council. Although the aggregate volume of proposed cut and fill grading for the original house is 7,000 cubic yards, most of the grading was necessary in order to accommodate the driveway and vehicular turn-around in front of the residence. The subject site consists of slopes ranging from 10 to 80 percent. A driveway was needed to provide access from the public street to the building site for construction purposes, residential daily access purposes, and for emergency response purposes. Moreover, the site of the house is gently sloped, and the original plans called for the house to “step down” the hillside to minimize grading for the building pad. In an effort to limit the amount of ground to be removed, the applicant has proposed a site plan which locates the Project on the flattest portion of the site, which will result in 255 cubic yards of cut and 416 cubic yards of fill on the site. The various components of the Project will be sited in a similar manner and the finished grade will “step down” from the existing contours of the hillside. No existing trees will be removed. Therefore, the Planning Commission recommends that the City Council approve the Project’s grading plan.

The Project’s landscape renovations include new landscaping throughout the property, grass flanking on both sides of the front entrance, and the realignment of a crushed gravel overflow parking area as required by the City’s Fire Department in order to facilitate additional parking and emergency vehicle access. A new walkway and stairs will be built leading the overflow parking area to the upper walkway surrounding the residence. Outdoor amenities include various seating

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areas, firepits, and patios. All plants will be drought-tolerant and water efficient and conditioned to comply with Resolution no. 6066.

Crestline Zone of Protection

To protect the quality of views of the hills from the valley floor, development standards related to the crestline have been incorporated into the Zoning Code. Pursuant to 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 100 feet immediately below when viewed from the valley floor. The proposed Project is located over 900 feet west of the crestline and approximately 200 feet lower in elevation; the project is further restricted to a height of seventeen (17) feet and one (1) story (excluding basements) from the lowest finished grade to the highest ridgeline of the building. The Project conforms to these development standards outlined in Table 1.

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

The proposed Project is consistent with the Milpitas General Plan, particularly with Policy CD 7-5, which states that new development in the Hillside Area should be limited to only very low density residential, open space, and park uses. The Project site is a legal lot with an approved single-family residence. The proposed Project is designed to fit in with the natural topographic features of the hillside property and reduce the visual impact as viewed from the valley floor as outlined in Table 3.

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 Project will not significantly impact the visual character of the hillside from the valley floor or other viewpoints, as the project site is located over 900 feet west of and approximately 200 feet lower than the crestline.
<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 Project will be situated at the flattest portion of the lot, along the same elevation as the existing single-family residence and guest house to minimize the disruption to the existing natural topography by limiting the volume of grading to only 255 cubic yards of cut and 416 cubic yards of fill on the site. This is designed to accommodate the footprint of the pavilion, bathroom addition, driveway extension, and pool and meet the required grade at the existing concrete retaining wall.

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Policy	Conformance
<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 to construct the pavilion, bathroom addition, and in-ground pool due to its location on the flattest areas of lot, along the same elevation as the existing single-family residence and guest house. 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 Project is proposed at the flattest portion of the lot and will only require 255 cubic yards of cut and 416 cubic yards of fill on the site. The house site is gently sloped, and the original plans called for the house to “step down” the hillside to minimize grading for the building pad. The various components of the Project will be sited in a similar manner and the finished grade will “step down” from the existing contours of the hillside. The driveway extension consists of an existing gravel area on the site and no additional grading will be needed to accommodate the new parking area. Grading has been substantially minimized for the Project because the work follows the site's natural contours 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 change in land use is proposed; the site will remain developed as a single-family residence, with adequate fire safety measures to allow fire apparatus access. The proposed landscaping elements and patios are pervious to inhibit excess runoff and erosion.

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 pavilion, bathroom addition, and in-ground pool are designed to fit in with the natural topographic features of the property and reduce the visual impact as viewed from the valley floor.

SECTION 5: The Planning Commission of the City of Milpitas hereby approves and recommends the City Council approve Site Development Permit No. SD21-0002 and adopt a resolution to allow the development of a 1,200-square foot single-story pavilion with a 125-square foot bathroom, construct a 76-square foot bathroom addition to the existing guest house, and a new in-ground swimming pool at an existing single-family residence in the R1-H Single-Family

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Residential Hillside Zoning District, based on the above findings and subject to the Conditions of Approval in the proposed Site Development Permit No. SD21-0002 attached hereto as **Exhibit 1** incorporated herein.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Milpitas on January 10, 2024.

DocuSigned by:
Chair Bill Chuan BC 4
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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 January 10, 2024, 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	
Parveen Gupta	X			

RESO NO. 24-005**EXHIBIT 1**

**SITE DEVELOPMENT PERMIT NO. P-SD21-0002
1350 COUNTRY CLUB DRIVE (APN 029-03-020)**

The City of Milpitas Planning Commission and City Council approve Site Development Permit No. SD21-0002 in accordance with Section X1-10-45.09 and XI-10-57.03 of the Milpitas Municipal Code, subject to and conditioned upon all applicable State and local laws and regulations and the Conditions of Approval outlined below. This Site Development Permit entitlement is to allow the issuance of building permits for a 1,200-square foot single-story pavilion with a 125-square foot bathroom, a 76-square foot bathroom addition to the existing guest house, and a new in ground swimming pool (“Project”) appurtenant to an existing single-family residence on a 6.13-acre site located in the R1-H Single-family Residential-Hillside Zoning District at 1350 Country Club Drive (APN 029-03-020), subject to all necessary reviews, approvals, studies, and inspections for the issuance of such building permits.

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

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. SD21-0002** (“Permit”) shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed and this Resolution has been recorded by the Permittee with the Santa Clara County’s Recorder Office and a copy shall be provided to the Planning Department. **(P)**
2. 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

RESO NO. 24-005

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.

This permit shall become null and void if the work is added to, modified, or otherwise deviated from in any significant way from the approved site plan, building plan, floor plans, or other approved submittal as determined by the Planning Director or designee.

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 Permit. **(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 Permit. **(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)**

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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. Development in Conformance with Approve Plans. Permittee shall develop the approved project in conformance with the approved plans dated August 24, 2023, approved by the Planning Commission on January 10, 2024, in accordance with these Conditions of Approval. Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, 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. The 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. Conditions of Approval. 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)**

RESO NO. 24-005**PROJECT SPECIFIC CONDITIONS****Planning Department Conditions**

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. Plant materials that require excessive water after becoming established should be avoided. **(P)**
21. 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 Planning Director. **(P)**
22. 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)**
23. Where two cut-or-fill slopes intersect, the intersection shall be horizontally rounded and blended. **(P)**
24. 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)**
25. Hillside Landscaping Water Conservation Policy. Permittee shall submit a revised planting and landscape plan prior to building permit issuance that demonstrates compliance with the Hillside Landscape Water Conservation Policy (Resolution No. 6066). **(P)**
26. Recreation Court Color. All surface and retaining walls shall be colored in natural tones and screened as appropriate so that the court is not conspicuous when viewed from off-site. **(P)**
27. Outdoor Lighting. No artificial lighting shall be permitted for tennis and other recreation courts.
28. Outdoor Lighting. Artificial lighting of swimming pools and spas shall be permitted only under the following conditions:
 - a. Lights are placed beneath the surface of water in the pool or spa to illuminate the water;
 - b. Other exterior lights used to illuminate the surrounding area;
 - c. Lights use the minimum wattage which will safely illuminate the area;
 - d. No direct light is cast beyond the immediate area of the pool or spa; and
 - e. No light sources are directly visible from off the site.

RESO NO. 24-005

29. Outdoor Lighting. Outdoor lighting should use the minimum wattage lights which will safely illuminate the area. Outdoor light sources shall be shielded so as not to be directly visible from off-site.

Fire Department

The plans approved by the Planning Department process are not building plans and have not been reviewed nor approved for conformance to the California Building Code (CBC), California Fire Code (CFC) and the Milpitas Municipal Code (MMC). Do not consider this set of plans as final building plans approved by the Fire Department. Building plans must be submitted for review and approval before construction is to commence. The following notes are a general list of the applicable code requirements (2016) and are provided to assist with the building permit process. Please note that these are not all inclusive. All applicable Building, Fire and Municipal Code requirements must be met in advance of any building permit approvals or related construction.

30. Electronic documents. The fire code official may require electronic base documents for all construction documents and operational permits. The fire code official shall designate the software base format for the electronic documents. CFC Section 105.4.2.2, added by MMC Section V-300-2.11, and CFC Section 102.9

Building Department

31. Compliance with California 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)***

32. Modifications: The Site Development Plan dated August 24, 2023 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.
33. 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.

RESO NO. 24-005**PRIOR TO BUILDING PERMIT ISSUANCE**

*The following conditions shall be addressed during the building plan check process and shall be met **prior to** any building permit issuance (except demolition permit and rough grade permit), unless otherwise approved by the Director of Engineering/City Engineer. (E)*

34. Easements on the Building Permit Plans: Permittee shall depict all existing easements to remain based upon current preliminary title report and depict new easements on applicable building permit plans.
35. 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.

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)*

36. 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.
37. 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.

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.*

38. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.

(P) = Planning

(B) = Building

(E) = Engineering

(F) = Fire Prevention

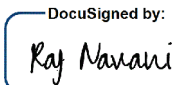
(CA) = City Attorney

ACCEPTANCE

Permittee/Property Owner

RESO NO. 24-005

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 permit.

Signature:  857C86826118479...

Printed Name: Raj Navani

Relationship to Property: owner

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.

Certificate Of Completion

Envelope Id: 40F2A33764EF4F60A45D6C1FF6B90140

Status: Completed

Subject: Complete with DocuSign: Attachment A Resolution 24-005 docusign.pdf

Source Envelope:

Document Pages: 16

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Liz Medina

AutoNav: Enabled

455 E Calaveras Blvd

Envelopeld Stamping: Enabled

Milpitas, CA 95035

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

emedina@milpitas.gov

IP Address: 50.59.22.2

Record Tracking

Status: Original

Holder: Liz Medina

Location: DocuSign

January 11, 2024 | 10:12

emedina@milpitas.gov

Security Appliance Status: Connected

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Pool: City of Milpitas

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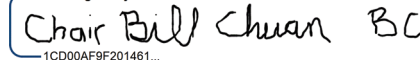
Signer Events**Signature****Timestamp**

Chair Bill Chuan

bill_chuan@yahoo.com

Security Level: Email, Account Authentication
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DocuSigned by:

Chair Bill Chuan BC

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Sent: January 11, 2024 | 10:16

Resent: January 17, 2024 | 09:53

Viewed: January 17, 2024 | 10:05

Signed: January 17, 2024 | 10:05

Signature Adoption: Drawn on Device

Using IP Address: 67.188.2.13

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: January 17, 2024 | 10:05

ID: 46be8141-b796-46c6-8089-2afd4fe84ed8

Raj Navani

raj@navani.net

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Raj Navani

857C86826118479...

Sent: January 17, 2024 | 10:05

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Accepted: January 17, 2024 | 22:19

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Lillian VanHua

lvanhua@milpitas.gov

Security Level: Email, Account Authentication
(None)COPIED

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Viewed: January 22, 2024 | 09:54

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Accepted: August 23, 2023 | 13:20

ID: 4d6e252a-8d94-4474-ad63-25531d8ca251

Carbon Copy Events	Status	Timestamp
Liz Medina emedina@milpitas.gov Administrative Assistant City of Milpitas Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: January 17, 2024 22:20 Resent: January 17, 2024 22:20 Viewed: January 19, 2024 08:49
Raj Navani raj@navani.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: January 17, 2024 22:19 ID: f6dd865f-c609-422d-89bf-3c84862c1bca	COPIED	Sent: January 17, 2024 22:20
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	January 11, 2024 10:16
Certified Delivered	Security Checked	January 17, 2024 22:19
Signing Complete	Security Checked	January 17, 2024 22:20
Completed	Security Checked	January 17, 2024 22:20
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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

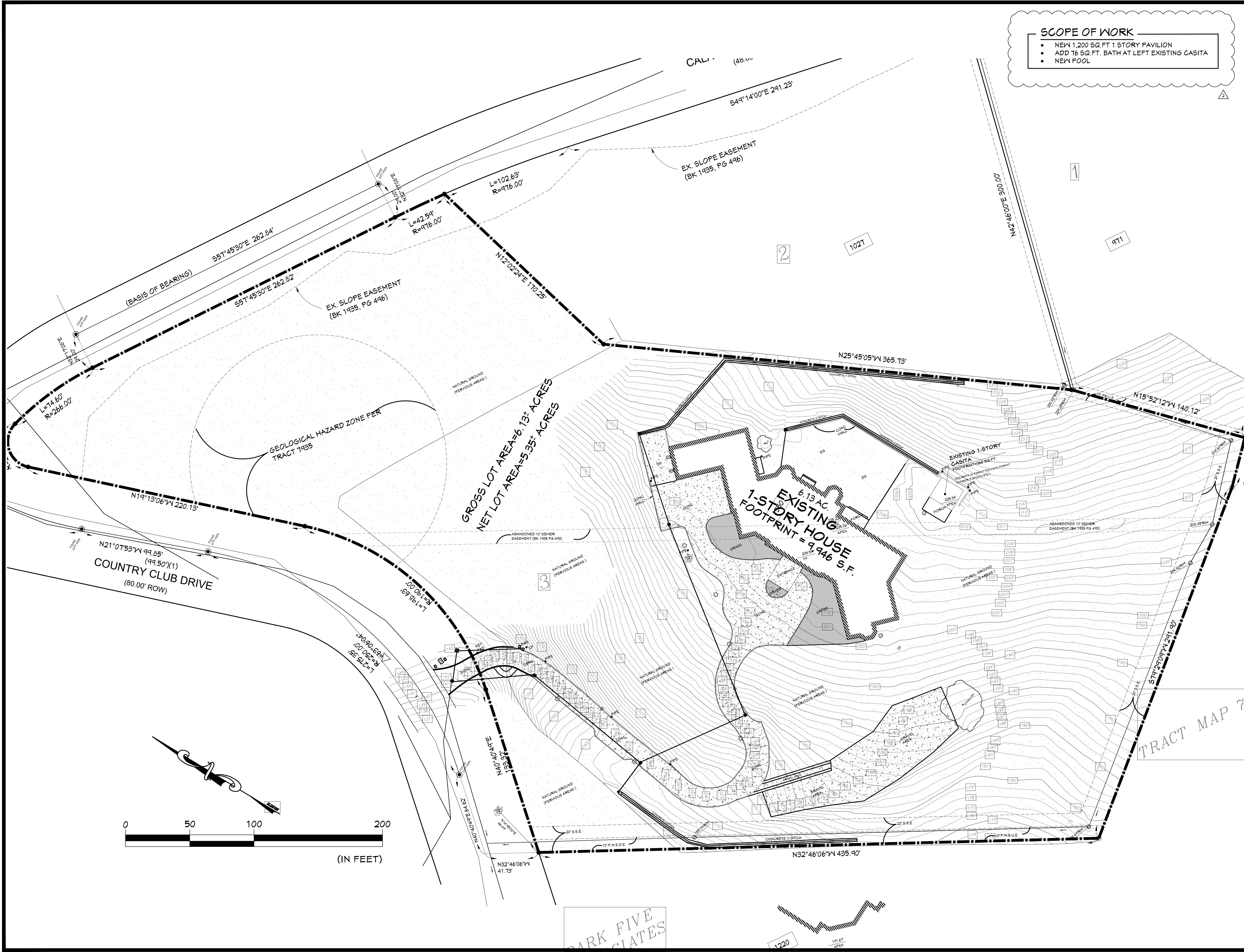
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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.



SCOPE OF WORK

- NEW 1,200 SQ. FT. 1 STORY PAVILION
- ADD 16 SQ. FT. BATH AT LEFT EXISTING CASITA
- NEW POOL



HIEN T. KIM NGUYEN
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ssdesigneng@gmail.com

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BATH
1350 Country Club Drive
Milpitas, CA, 95035

REVISIONS

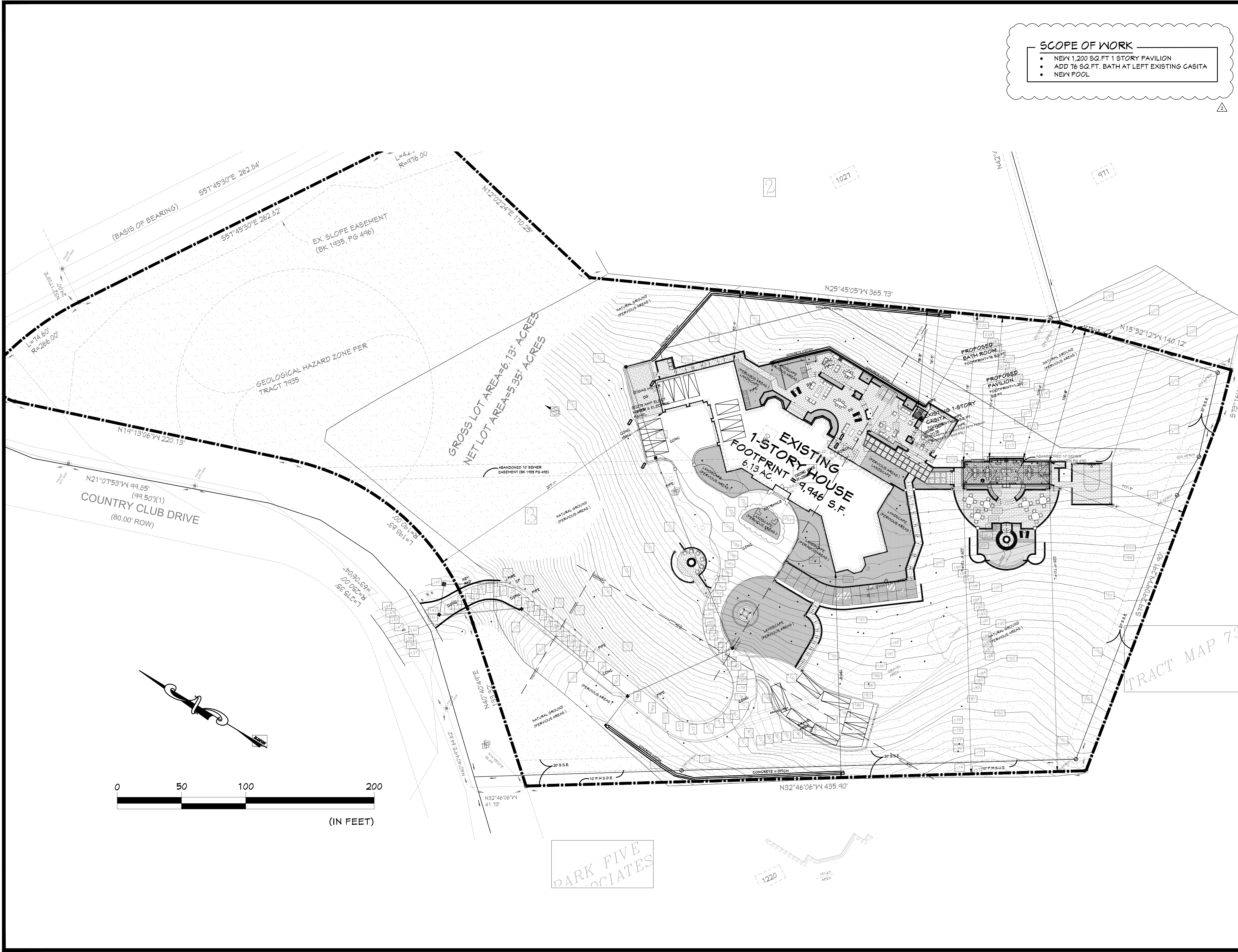
- PLAN CHECK 2/15/2022
- PLAN CHECK 08/24/2023

EXISTING SITE PLAN

1ST BUILDING
SUBMITTAL
JOB NO.
DRAWN
CHECK

SHEET

A1-0



SCOPE OF WORK

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secure structure
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Milpitas, CA, 95035

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PROPOSED
SEPARATE SITE PLAN.

1ST BUILDING
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JOB NO. _____
DRAWN _____
CHECK _____

A1-1

SITE PLAN NOTES

- S-1 (E) CURB AND GUTTER TO REMAIN.
S-2 (E) DRIVEWAY TO REMAIN.
S-3 (N) CONCRETE STAIRS. SEE ARCHITECTURAL PLANS.
S-4 (E) TREE TO REMAIN, TYP.
S-5 (E) CONCRETE RETAINING WALL TO REMAIN.
S-6 (N) CONCRETE RETAINING WALL.
S-7 (N) CATCH BASIN.
S-8 (N) PATIO. SEE ARCHITECTURAL PLANS.
S-9 (N) 6" HIGH CONCRETE CURB.
S-10 (N) STORMWATER DISSIPATOR.

SCOPE OF WORK

- NEW 1,200 SQ. FT. 1 STORY PAVILION
- ADD 76 SQ. FT. BATH AT LEFT EXISTING CASITA
- NEW POOL

Table 1: Hillside Development Standards

Development Standards	Required	Existing	Proposed	Complies
Lot Area (Acres)	None	6.13 acres - 267055.3 (sq. Ft.)	No change	-
Setbacks				
Front	25'	207'1"	No change	-
Side	40'	159'3"	105'6"	-
Rear	40'	53'9"	No change	-
Size of Main Dwelling	Max: 9,946 sq. ft.	Yes	No change	-
Off-Street Parking	4 or more bedrooms = 3 per unit, plus 1 per each additional bedroom	6	16	-
Impervious Surface Coverage	30,000 sq. ft.	-	22,295 sq.ft.	Yes
Height	Accessory structures limited to 17' and 1 story from the lowest finished grade to the highest ridgeline of the building.	-	Pavilion: 17' Rest room: 13.5'	Yes

PARKING SUMMARY TABLE

Residential Uses: Single Family	REQ.	PROV.
4 or more bedrooms (5-bedroom)	3 per unit, plus 1 per each additional bedroom (4-space for 5-bed)	16-space (6-space in garage, 10-space outdoor)

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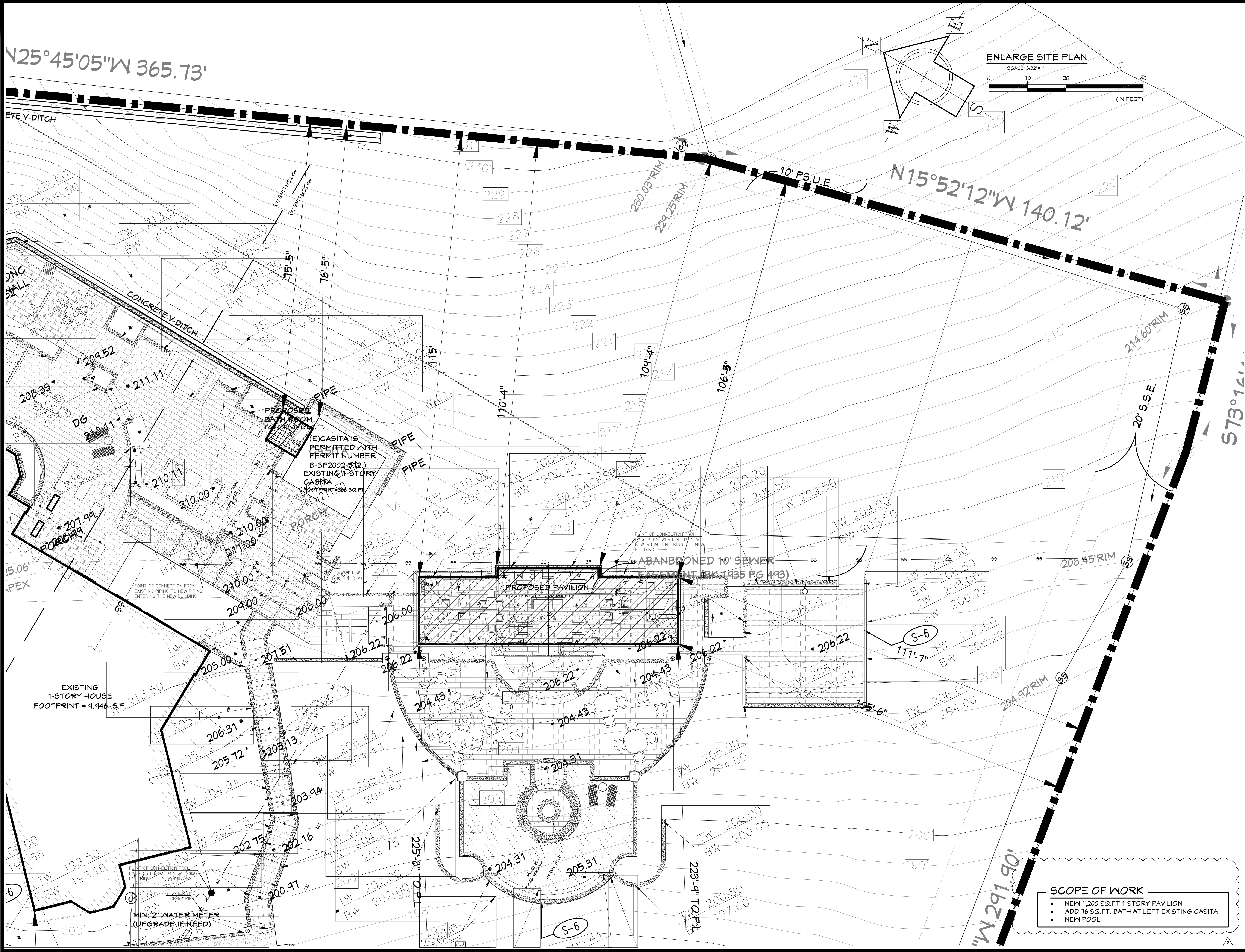
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PROPOSED SITE PLAN

1ST BUILDING SUBMITTAL _____ SHEET
JOB NO. _____
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A1-2





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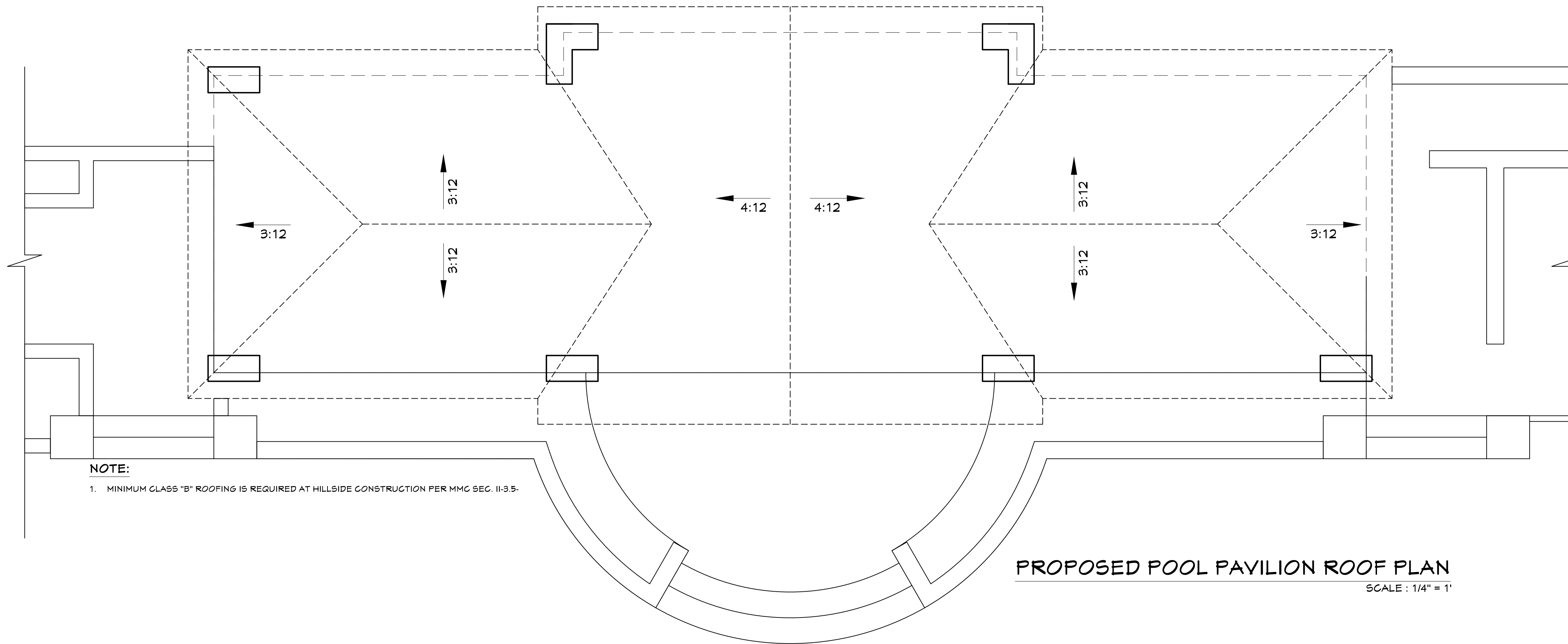
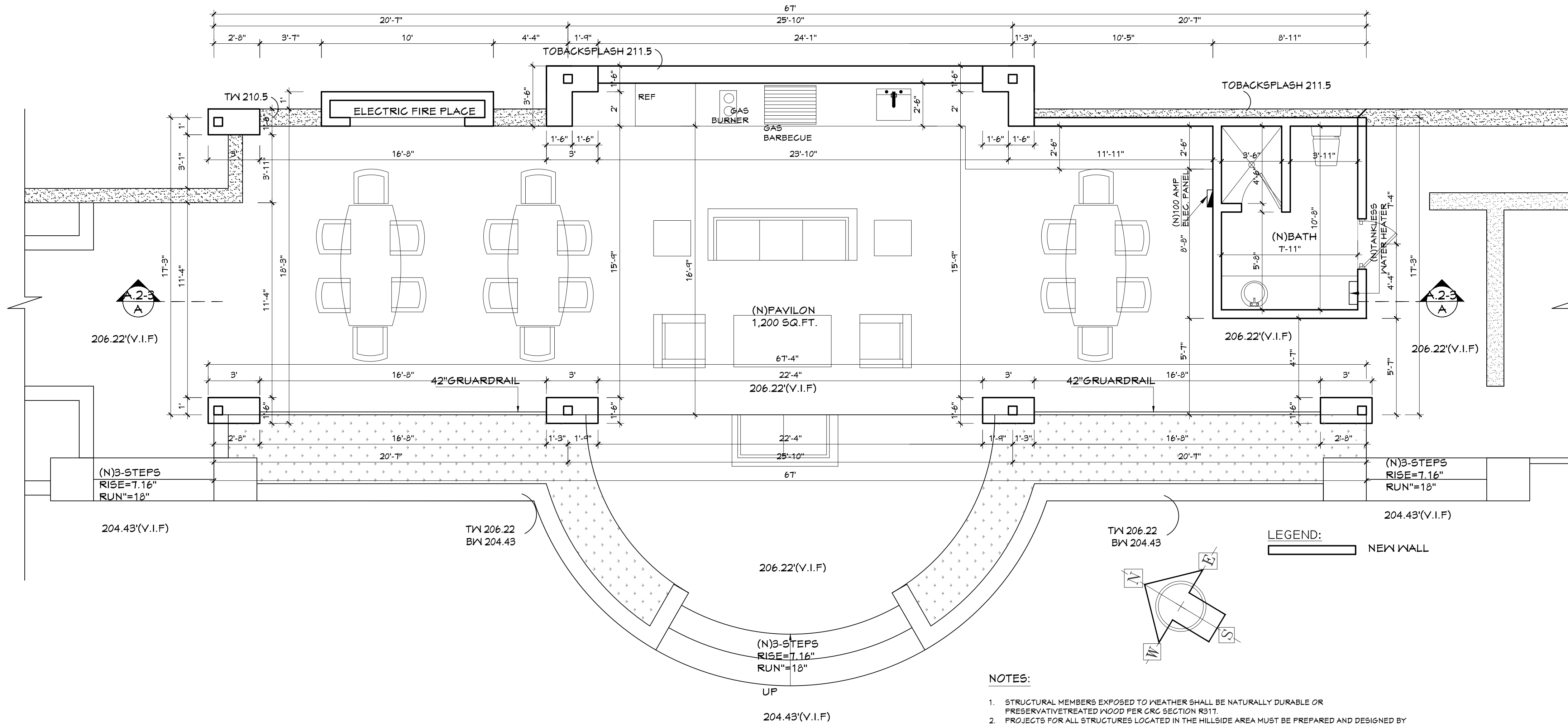
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	PLAN CHECK 2/15/2022
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ENLARGE

PROPOSED SITE PLAN

1ST BUILDING SUBMITTAL	SHEET
JOB NO.	
DRAWN	
CHECK	

A1-3



SCOPE OF WORK

- NEW 1,200 SQ.FT 1 STORY PAVILION
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BATHROOM NOTES:

- THE MAX FLOW RATE OF RESIDENTIAL LAVATORY FAUCETS SHALL NOT EXCEED 1.2 GPM @ 60 PSI CPG 411.1.1. THE MIN. FLOW RATE OF RESIDENTIAL LAVATORY FAUCETS SHALL NOT BE LESS THAN 0.8 GPM AT 20 PSI.
- ULTRA LOW FLUSH TOILET (1.28 GALLONS/FLUSH) AT ALL NEW BATHROOMS (CPG 2019 SECTION 411.2)
- THE MAX. FLOW RATE OF KITCHEN FAUCETS SHALL NOT EXCEED 1.8 GPM AT 60 PSI.
- FINISH BACKING MATERIAL AND WATERPROOFED MATERIAL AT SHOWER/BATHTUB WALL SHALL BE CEMENTITIOUS MATERIAL OR GYPSUM BOARD APPROVED FOR THIS INSTALLATION. WATER RESISTANT GYPSUM BOARD UNDER GLUE-ON TILE IS NOT ALLOWED.
- SHOWER AND TUB/SHOWER COMBINATION IN ALL BUILDINGS SHALL BE PROVIDED WITH INDIVIDUAL CONTROL VALVES OF THE PRESSURE BALANCE OR THE THERMOSTATIC MIXING VALVE TYPE.
- BATH TUB: MAXIMUM HOT WATER TEMP DISCHARGING FROM THE BATHTUB AND WHIRLPOOL BATHTUB FILLER SHALL BE LIMITED TO 120 DEG F.
- SHOWER:
A) THE SHOWER DOOR SIZE TO HAVE A NET OPENING OF AT LEAST 22-INCHES AND TO SKING OUT (0307).
B) SHOWERS MUST HAVE WATERPROOF WALL FINISH UP AT LEAST 6" ABOVE THE FLOOR. (CRC 2019 SECTION R301.2)
C) GLASS SHOWER AND TUB ENCLOSURE MUST BE SAFETY GLAZING (CRC 2019 SECTION R308.4.5)
D) SHOWER HEAD MAXIMUM FLOW RATE OF 1.8 GPM @ 80 PSI CPG 408.2.1/CGBC 4303.1.3.1 & 2. SHOWERHEADS SHALL BE CERTIFIED TO THE PERFORMANCE CRITERIA OF THE U.S. EPA WATERSENSE SPECIFICATION FOR SHOWERHEADS.

secure structure
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REVISIONS

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PLAN CHECK 08/24/2023

PAVILION PLANS

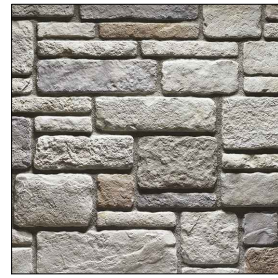
1ST BUILDING
SUBMITTAL
JOB NO.
DRAWN
CHECK

SHEET
A2-1



1

TILE ROOF
EAGLE ROOFING
CAPISTRANO-CONVENTIONAL



2

STONE VENEER
CULTURED STONE
SCULPTED ASHLAR



3

WALL
BEHR
EVENING WHITE
N460-1



4

42" GUARDRAIL
THE PEAK ALUMINUM RAILING



5

FLOORING
FLOORANDDECOR
CASA ANTICAPAROS HONED
FILLED TRAVERTINE TILE

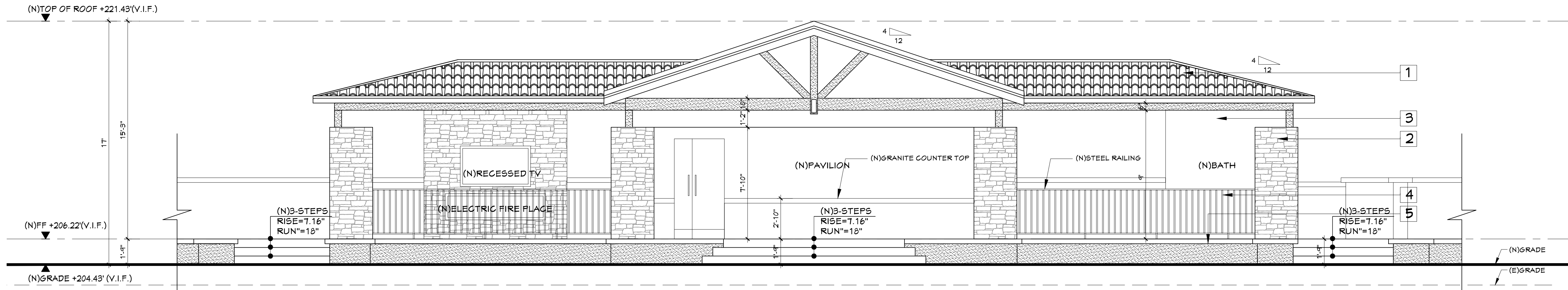
SCOPE OF WORK

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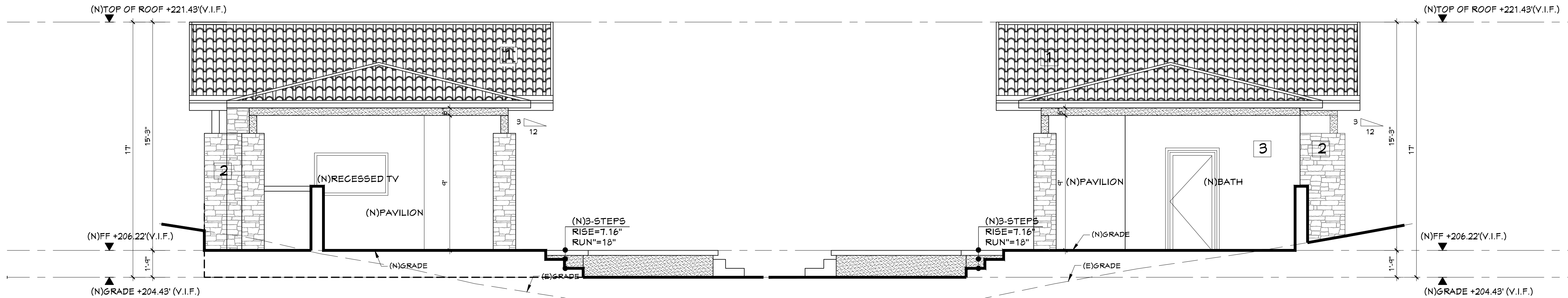


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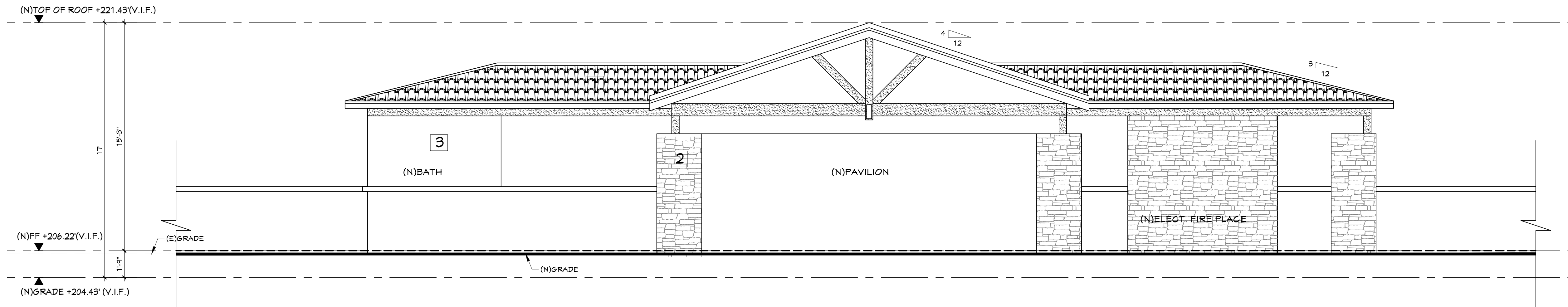


(N)FRONT ELEVATION
SCALE : 1/4" = 1'



(N)LEFT ELEVATION
SCALE : 1/4" = 1'

(N)RIGHT ELEVATION
SCALE : 1/4" = 1'



(N)REAR ELEVATION
SCALE : 1/4" = 1'

REVISIONS

- PLAN CHECK 2/15/2022
- PLAN CHECK 08/24/2023

PAVILION
ELEVATIONS

1ST BUILDING
SUBMITTAL
JOB NO.
DRAWN
CHECK

SHEET

A2-2

RAJ AND ANNU NAVANI

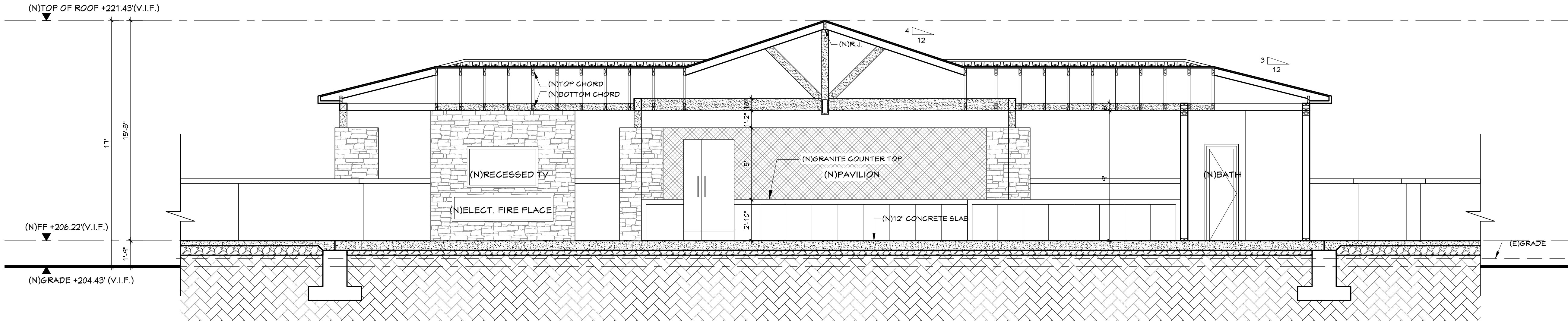
NEW PAVILION, GAME ROOM & BATH

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Milpitas, CA, 95035

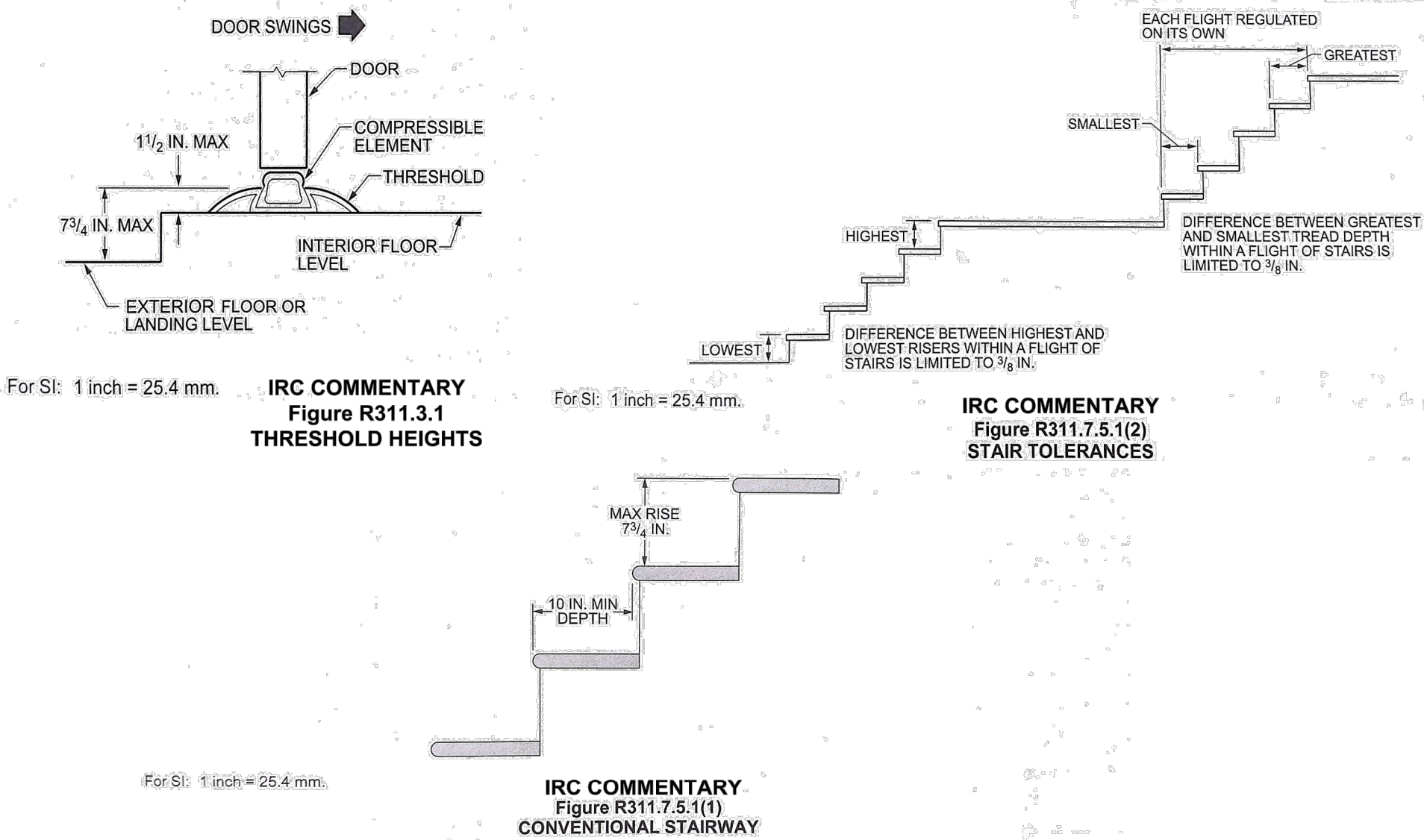
SCOPE OF WORK

- NEW 1,200 SQ.FT 1 STORY PAVILION
- ADD 76 SQ.FT. BATH AT LEFT EXISTING CASITA
- NEW POOL



(N)SECTION A-A
SCALE : 1/4" = 1'

R311.7.5 Stair treads and risers. Stair treads and risers shall meet the requirements of this section. For the purposes of this section all dimensions and dimensioned surfaces shall be exclusive of carpets, rugs or runners.



R311.7.5.1 Risers. The maximum riser height shall be 7³/₄" (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" (9.5 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical. Open risers are permitted provided that the openings located more than 30" (762mm), as measured vertically, to the floor or grade below do not permit the passage of a 4" diameter (102mm) sphere.

Exception 1: The opening between adjacent treads is not limited on spiral stairways.
Exception 2: The riser height of spiral stairways shall be in accordance with Section 311.7.10.1.

R311.7.5.2. Treads. The tread depth shall be not less than 10" (254mm). 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" (9.5mm).

REVISIONS

- PLAN CHECK 2/15/2022
- PLAN CHECK 08/24/2023

PAVILION SECTION

1ST BUILDING
SUBMITTAL
JOB NO.
DRAWN
CHECK

SHEET

A2-3

RAJ AND ANNU NAVANI

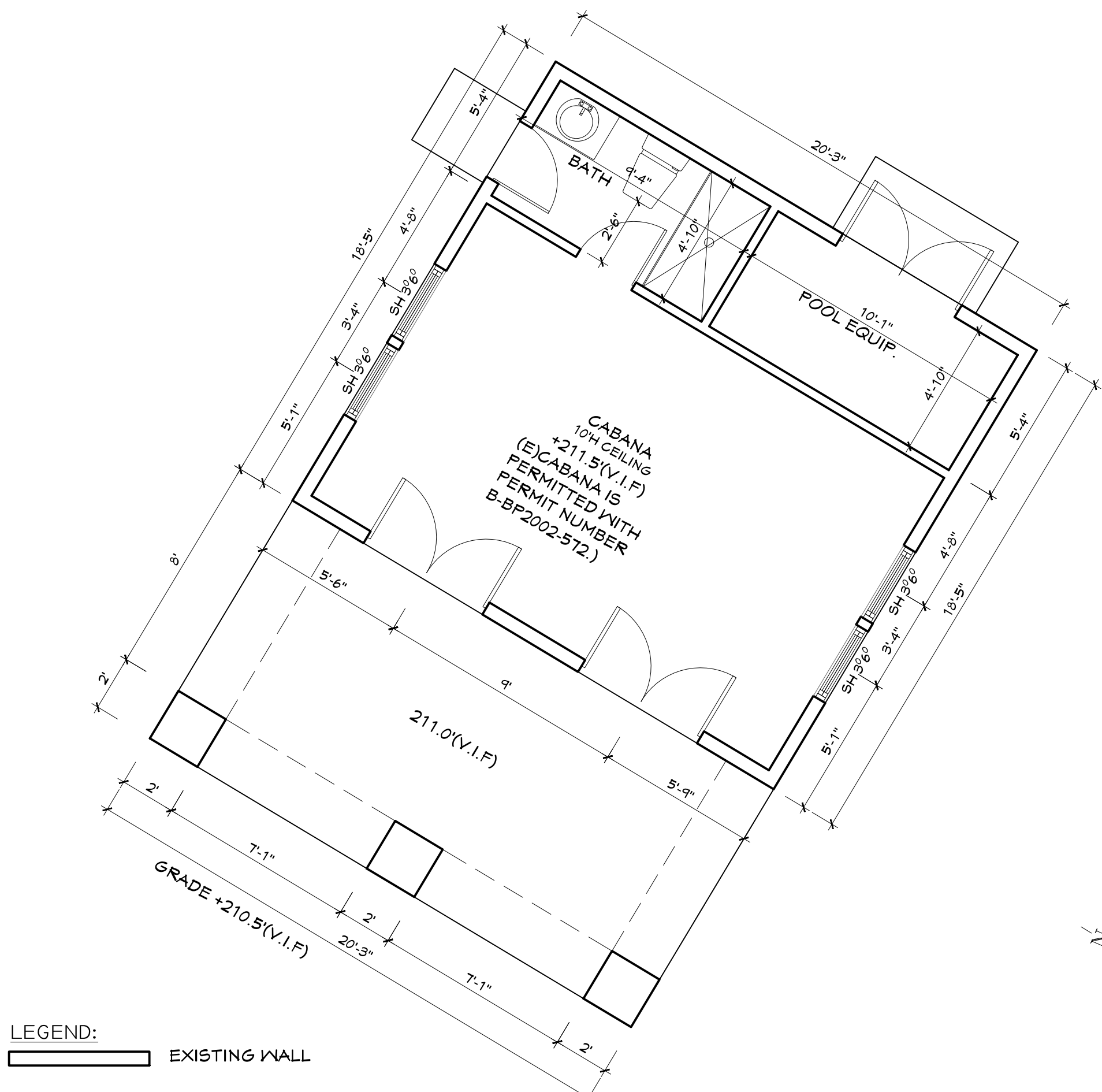
NEW PAVILION, GAME ROOM & BATH

1350 Country Club Drive

Milpitas, CA, 95035

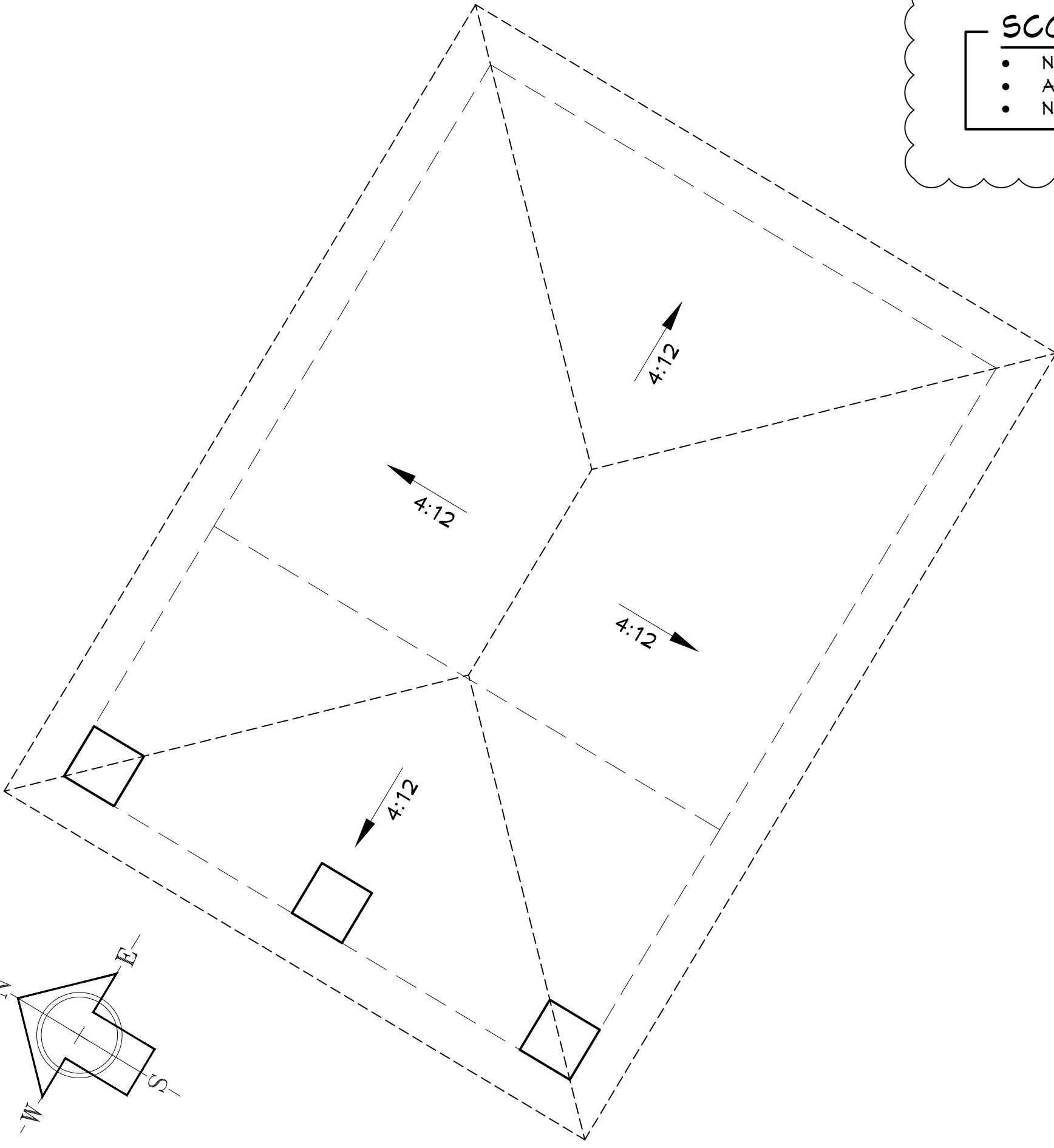
SCOPE OF WORK

- NEW 1,200 SQ.FT 1 STORY PAVILION
- ADD 76 SQ.FT. BATH AT LEFT EXISTING CASITA
- NEW POOL



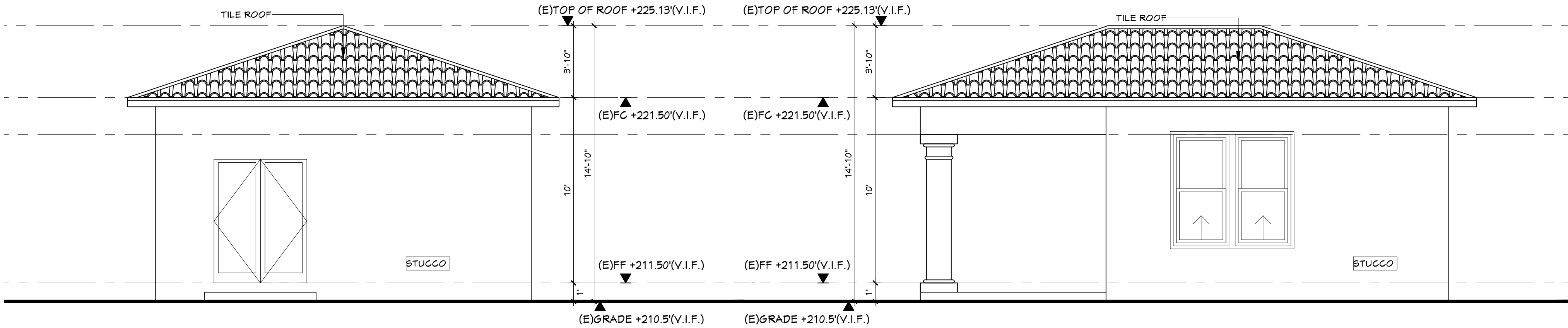
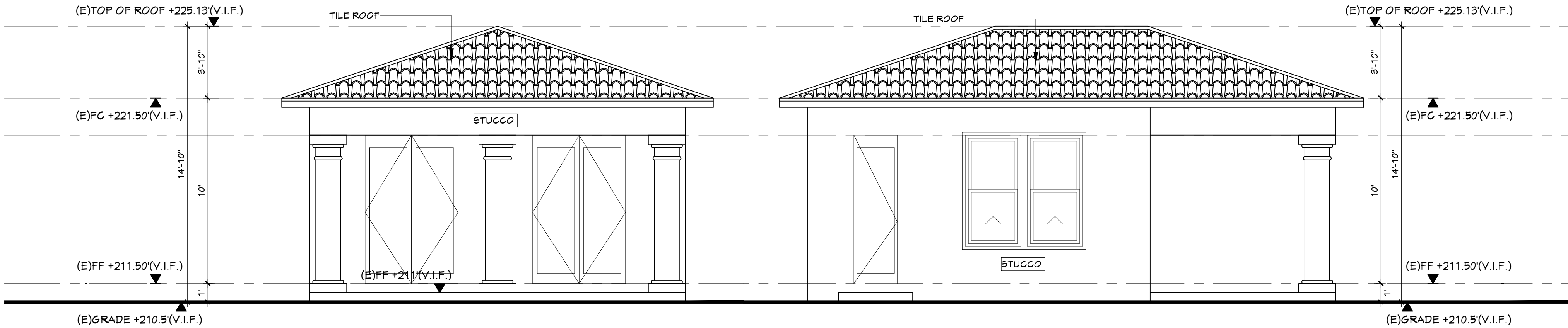
EXISTING CABANA FLOOR PLAN

SCALE : 1/4" = 1'



EXISTING CABANA ROOF PLAN

SCALE : 1/4" = 1'



REVISIONS

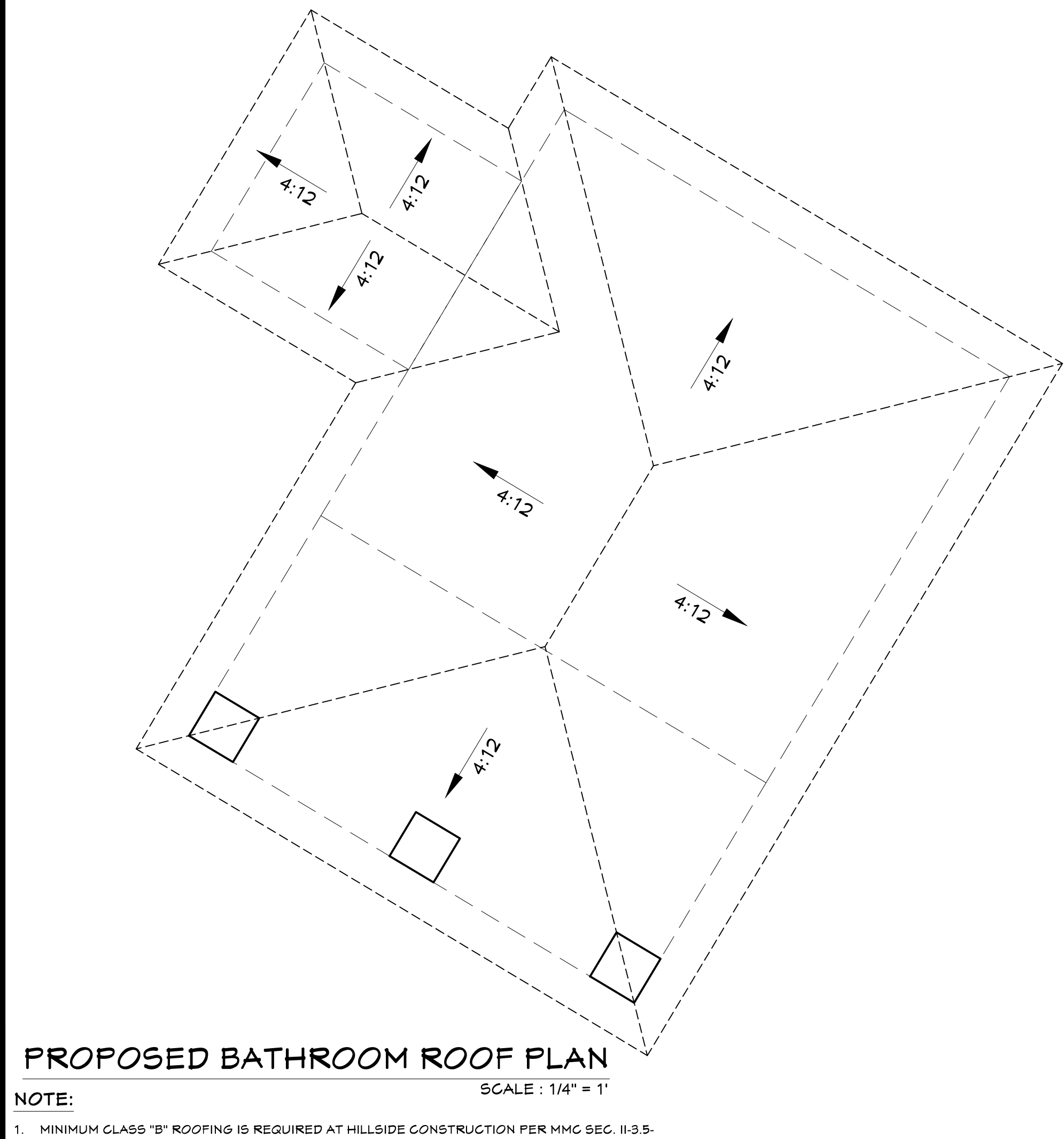
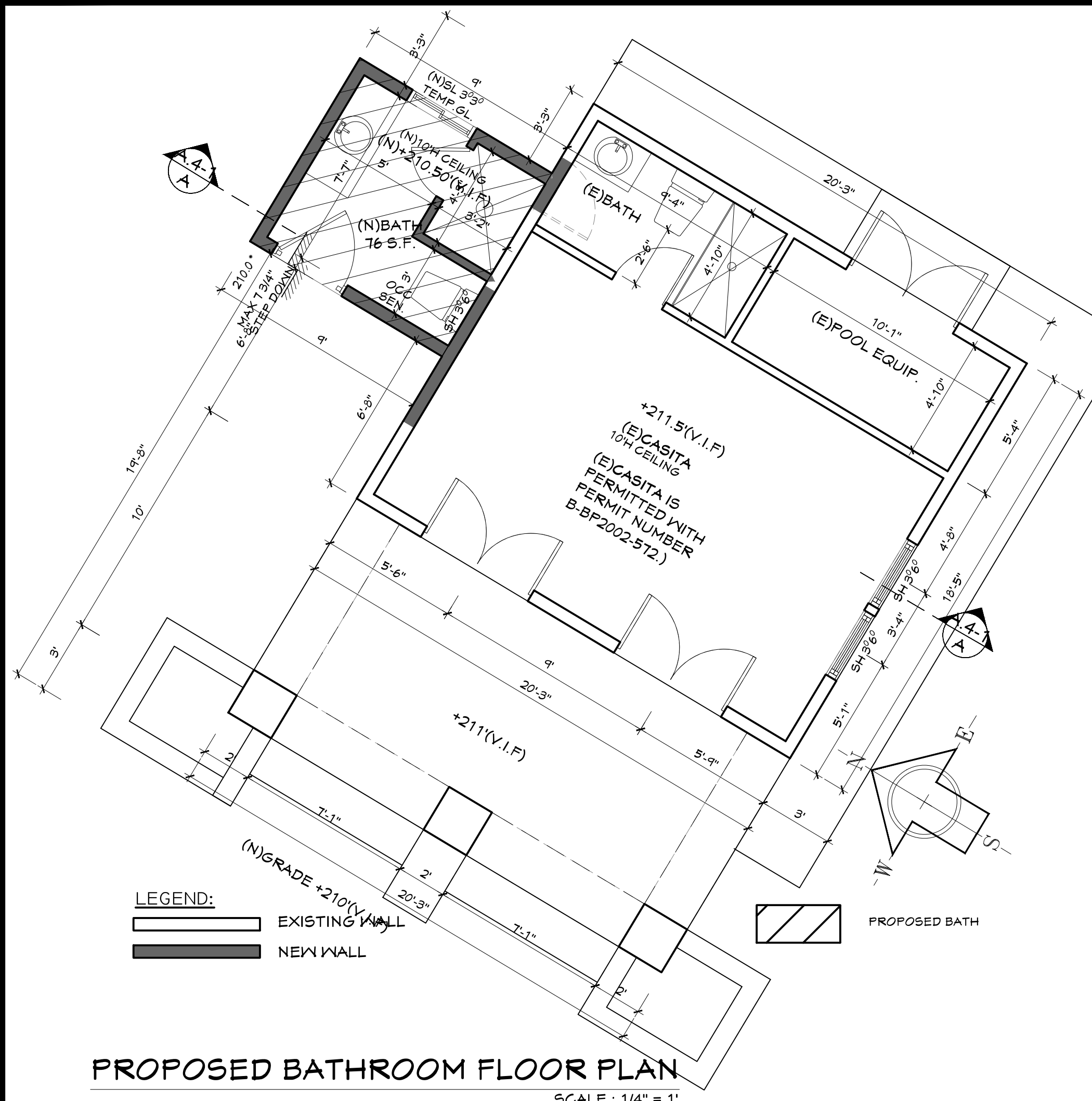
- PLAN CHECK 2/15/2022
- PLAN CHECK 08/24/2023

EXISTING CABANA

1ST BUILDING
SUBMITTAL
JOB NO.
DRAWN
CHECK

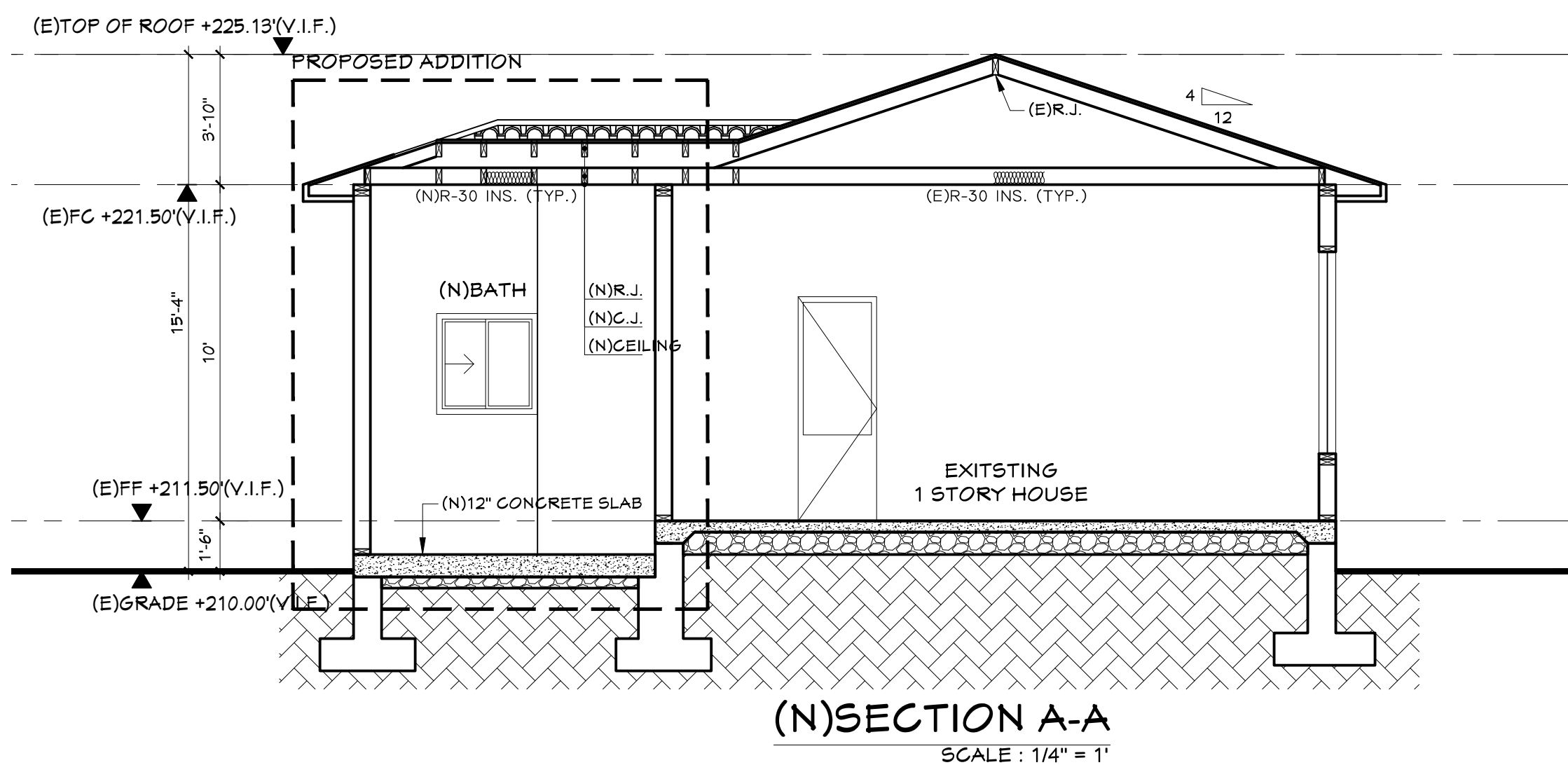
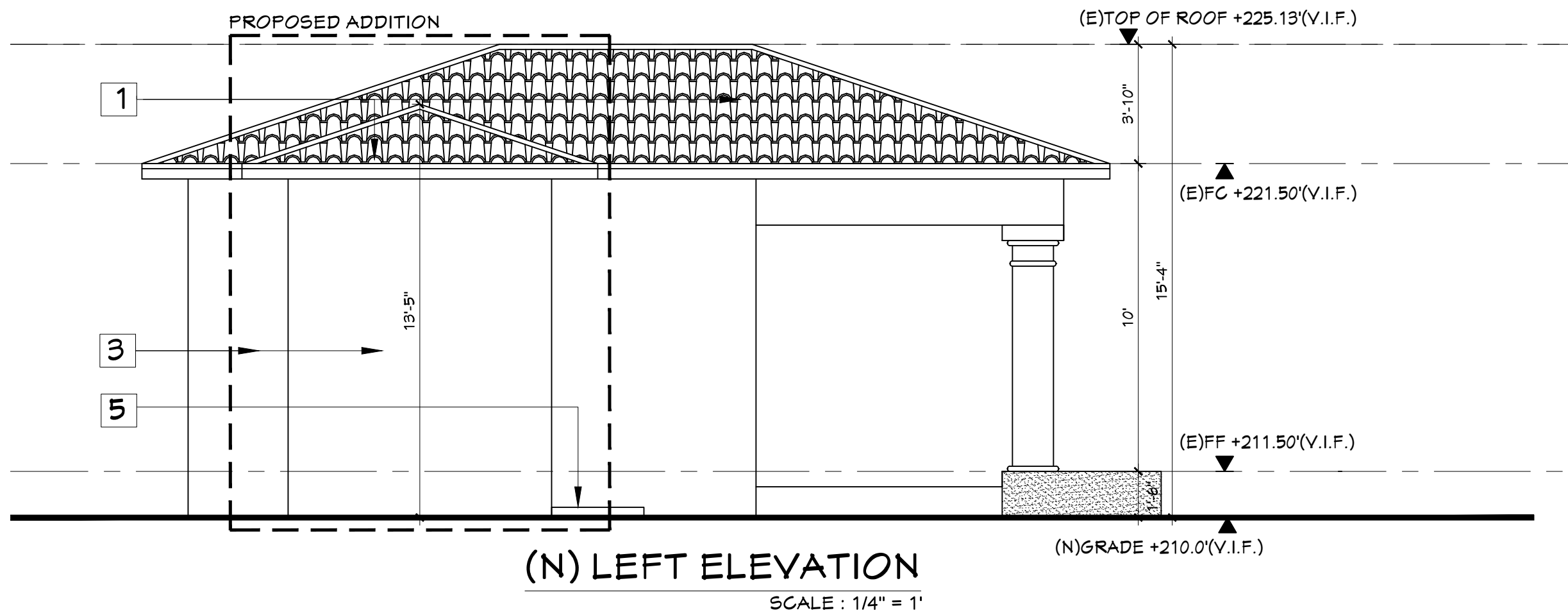
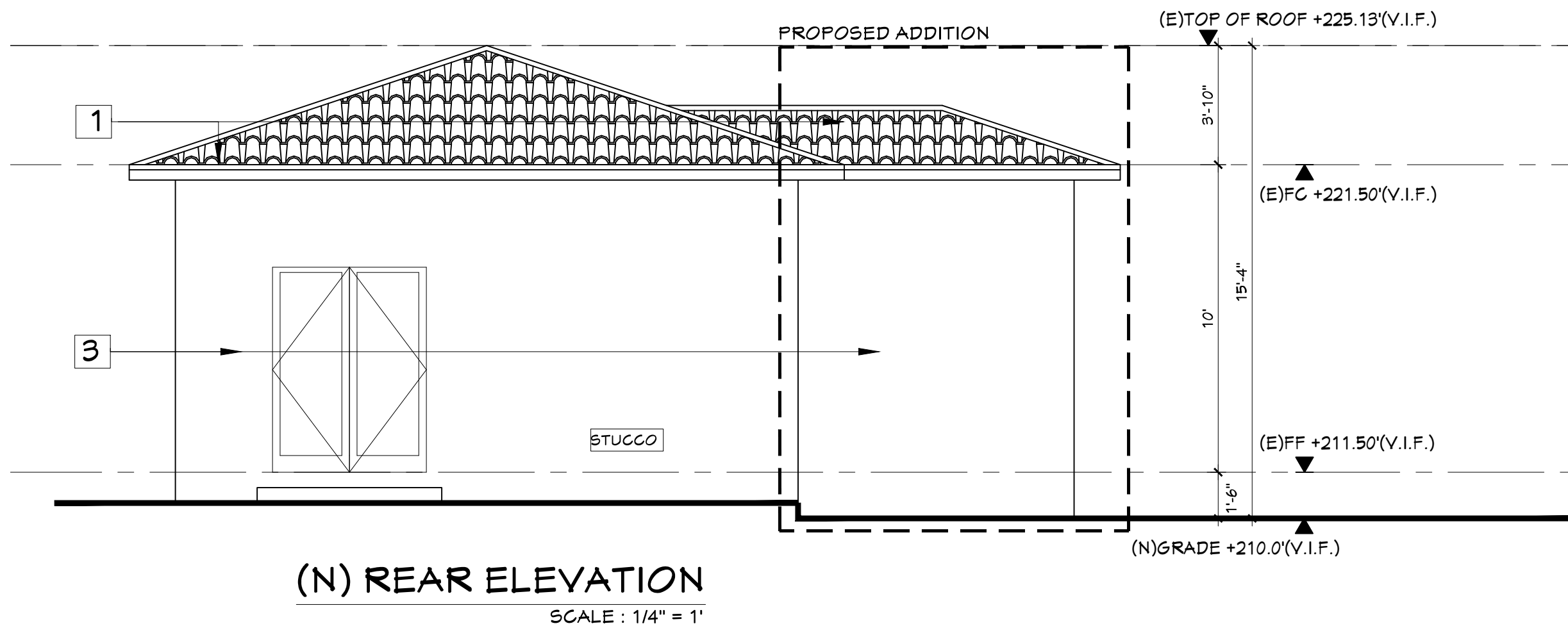
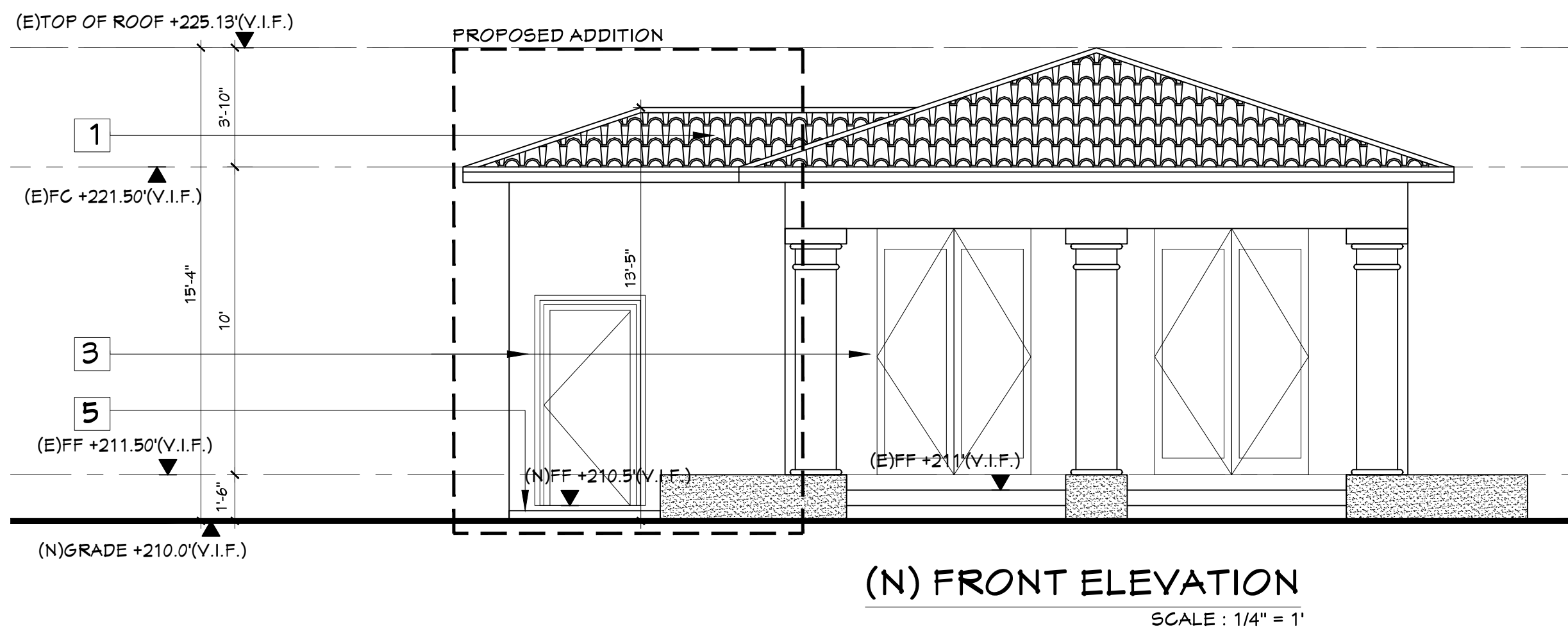
SHEET

A3-1



- 1**
TILE ROOF
EAGLE ROOFING
CAPISTRANO-CONVENTIONAL
- 3**
WALL
BEHR
EVENING WHITE
N460-1
- 5**
FLOORING
FLOOR AND DECOR
CASA ANTICAPAROS HONED
FILLED TRAVERTINE TILE

- SCOPE OF WORK**
- NEW 1,200 SQ. FT. 1 STORY PAVILION
 - ADD 76 SQ. FT. BATH AT LEFT EXISTING CASITA
 - NEW POOL



secure structure
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REVISIONS

- PLAN CHECK 2/15/2022
PLAN CHECK 08/24/2023

PROPOSED BATH

1ST BUILDING SUBMITTAL
JOB NO.
DRAWN
CHECK

SHEET

A3-2



(N) SUB PANEL		ALLOWED LOAD: 200 AMPS		PANEL LOADED AT 65%				% PHASE UNBALANCE 14% <30% LOADED	
(N) PANEL: "main panel" TYPE: PANELBOARD NOTES: MAIN PANEL		VOLTAGE: 120/208V, 3P, 4W AIG: FULLY RATED				BUS: 200A MLO: 200A		MOUNT: FLUSH TYPE: NEMA 1	
		TOP FEED				PRINT DATE: JUNE 12, 2019			
LOAD	VA	NO	A	B	C	NO	VA	LOAD	
LIGHTING -FANILION	624	20	1	A	B	2	4	50	TANKLESS WATER HEATER
INDOOR RECEPTACLES -FANILION	1,800	20	3	A	B	4	50	6,000	DEDICATED 208/240-VOLT, 50 AMP
KITCHEN RECEPTACLES -FANILION	2,400	20	5	A	B	6	50	6,000	SPACE
KITCHEN RECEPTACLES -FANILION	1,600	20	7	A	B	8	50		SPACE
OUTDOOR RECEPTACLES -FANILION	400	20	4	A	B	10	50		SPACE
REFRIGERATOR -FANILION	1,800	20	11	A	B	12	50		SPACE
RESTROOM -FANILION	1,401	20	13	A	B	14	50		SPACE
CEILING FAN -FANILION	174	20	15	A	B	16	50		SPACE
GARBAGE DISPOSAL -FANILION	800	20	17	A	B	18	50		SPACE
ADDITION BATH	1,401	20	19	A	B	20	50		SPACE
FIRE PLACE	1500	20	21	A	B	22	50		SPACE
		20	23	A	B	24	50		SPACE
SPACE			25	A	B	26	50		SPACE
SPACE			27	A	B	28	50		SPACE
SPACE			29	A	B	30	50		SPACE
SPACE			31	A	B	32	50		SPACE
SPACE			33	A	B	34	50		SPACE
SPACE			35	A	B	36	50		SPACE
SPACE			37	A	B	38	50		SPACE
SPACE			39	A	B	40	50		SPACE
SPACE			41	A	B	42	50		SPACE
SUBTOTAL	14,912							12,000	
TOTAL: 26,912 VA									
AMP REQUIRED 26,912 VA / 208V*1.732 = 75AMP									
AMP PROVIDED 100 AMP									
NOTE:									
ELECTRICAL CONTRACTOR TO PROVIDE AND INSTALL ALL ELECTRICAL EQUIPMENT TO THE 2019 CALIFORNIA ELECTRICAL CODE									

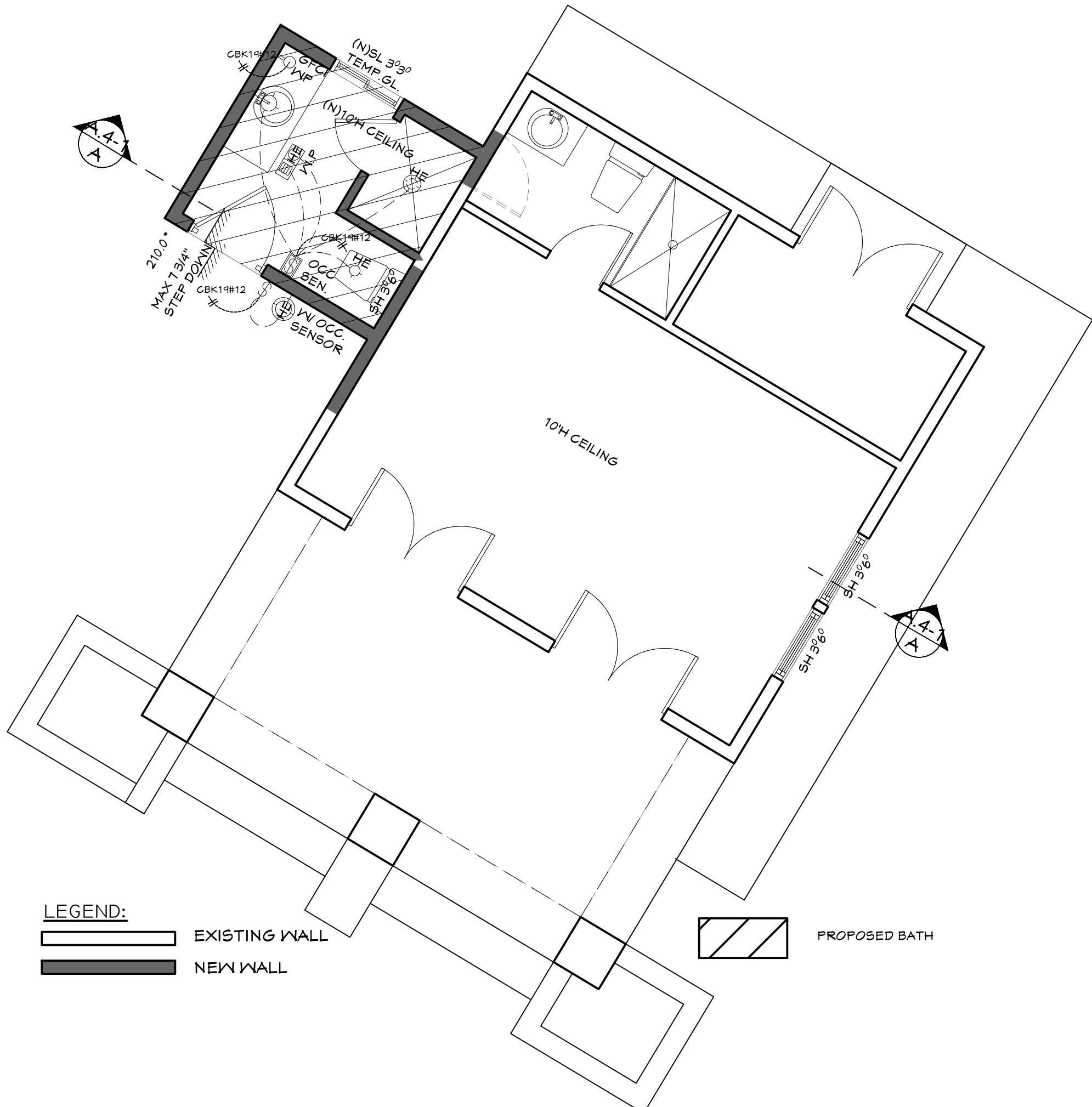
ELECTRICAL LEGEND	
	HIGH EFFICIENCY
	ROPE PENDANT LIGHT
	LIGHTING FIXTURE, WALL MOUNTED, +34 U.O.N
	OUTDOOR LIGHTING FIXTURE, WALL MOUNTED, +34 U.O.N /W/ SENSOR
	SINGLE POLE TOGGLE SWITCH, +48", 8" ABOVE COUNTER
	110V DUPLEX RECEPTACLE U.O.N., 15" ABOVE FLOOR, U.O.N.
	110V DUPLEX RECEPTACLE U.O.N., 12" ABOVE COUNTER U.O.N.
	220V RECEPTACLE
	INDECATED DEVICE/ RECEPTACLE HAS GFCI PROTECTION
	ABBREVIATION FOR Weatherproof (WP) and Weather-resistant (WR)
	EXHAUSTED FAN /W/ FLUORESCENT HIGH EFFICIENCY LIGHTING COMBO SWITCH SEPERATELY WATERPROOF
	SINGLE MULTI-FUNCTION CONTROL SWITCH, 48" ABOVE FLOOR OCCUPANCY SENSOR
	22 IN. DIAMETER PENDANT LIGHT
	EXTERIOR CEILING FAN
	5" RECESSED LIGHTING FIXTURE - CEILING MOUNTED
	PHOTOCELL SENSOR
	TIME CLOCK /W/ 2HR BYPASS
	OCCUPANCY SENSOR
	VACANCY SENSOR
	BATTERY CARBON & MONOXIDE SMOKE ALARMS, CEILING MOUNTED

RAJ AND ANNU NAVANI
NEW PAVILION, GAME ROOM &
BATH
1350 Country Club Drive
Milpitas, CA, 95035

ELECTRICAL FLOOR PLANS

1ST BUILDING
SUBMITTAL SHEET
JOB NO.
DRAWN
CHECK

A4



PROPOSED BATHROOM ELECTRICAL FLOOR PLAN

SCALE : 1/4" = 1'

SCOPE OF WORK

- NEW 1,200 SQ. FT. 1 STORY PAVILION
- ADD 16 SQ. FT. BATH AT LEFT EXISTING CASITA
- NEW POOL

ELECTRICAL NOTES:

- ALL RECEPTACLES TO BE INSTALLED MINIMUM PER CEC EVEN IF NOT SHOWN (C.E.C 210.52)
- INSTALL DEDICATED 20-AMP CIRCUIT AT BATHROOM RECEPTACLES (C.E.C 210.52D)
- PROVIDE STEEL ELECTRICAL BOX IN FIRE-RESISTIVE CEILING AND WALL SEPARATE ELECTRICAL BOXES BACK-TO-BACK IN FIRE RESISTIVE WALLS BY A MIN 24" HORIZONTALLY BOX AREA SHALL NOT EXCEED 16 SQ IN. AS PER U.B.S 704.7
- PROVIDE CONDUCTOR WIRES WITH AN INSULATED NEUTRAL AND A FOUR PRONG OUTLETS FOR DRYER AND RANGE
- PROVIDE ARC-FAULT CIRCUIT INTERRUPTER PROTECTION FOR ALL 125-VOLT, SINGLE-PHASE, 15 AND 20-AMP RECEPTACLE IN ALL HABITABLE ROOMS (EXCEPT GARAGE) - PER CEC 210.12
- PROVIDE HARDWIRED INTERCONNECTED SMOKE DETECTORS EQUIPPED WITH BATTERY BACK UP.
- RECEPTACLE OUTLETS SHALL BE INSTALLED IN ALL HABITABLE ROOMS: (A) ON ALL WALL SPACES 2FT OR WIDER (B) NOT MORE THAN 6FT FROM OPENING AND (C) NOT MORE THAN 12 FT ON CENTERS
- RECEPTACLE OUTLETS SHALL BE INSTALLED IN KITCHENS: (A) ON COUNTER SPACES 12 INCHES OR WIDER (B) NOT MORE THAN 4FT ON CENTERS; (C) NOT MORE THAN 2FT FROM AN EDGE COUNTER AND (D) ON ISLAND/PENINSULAR COUNTER OF 12" OR WIDER (1 VERY 4)
- ALL 125 VOLT, SINGLE-PHASE RECEPTACLE OUTLETS SHALL HAVE GROUND-FAULT CIRCUIT PROTECTION AT THE FOLLOWING LOCATIONS: (A) BATHROOM, ADJACENT TO BASIN, (B) GARAGE, (C) OUTSIDE AND (D) ALL KITCHEN OUTLETS.
- PROVIDE RECEPTACLE OUTLET IN DWELLING UNIT HALLWAYS 10'-0" OR MORE IN LENGTH.
- EXTERIOR LIGHTING TO BE PROVIDED WITH MOTION AND PHOTO SENSORS.
- FOR ALL RECEPTACLES, SWITCHES, DISCONNECTS AND SIMILAR DEVICES, MEASURE FROM THE FINISHED FLOOR:
MINIMUM HEIGHT: 15 INCHES FROM FLOOR TO THE BOTTOM OF THE OUTLET BOX
MAXIMUM HEIGHT: 48 INCHES FROM FLOOR TO THE TOP OF THE OUTLET BOX. IF THE REACH IS OVER AN OBSTRUCTION, SUCH AS A KITCHEN BASE CABINET WITH A DEPTH OF 20 TO 25 INCHES, THE MAXIMUM HEIGHT IS REDUCED TO 44 INCHES FOR FORWARD APPROACH AND 46 INCHES FOR SIDE APPROACH.
- GFCI PROTECTION MUST BE INSTALLED IN A READILY ACCESSIBLE LOCATION IN THE FOLLOWING AREAS: KITCHENS, BATHROOMS, INDOOR INET LOCATIONS, LOCKER ROOMS WITH SHOWNERS, OUTDOOR AREAS, GARAGES, ROOFTOPS, AND WITHIN 6 FEET OF THE OUTSIDE EDGE OF ANY SINK.
- EXTERIOR RECEPTACLES, ELECTRICAL DEVICES AND THEIR COVER PLATES MUST BE SUITABLE FOR THE ENVIRONMENT IN WHICH THEY ARE INSTALLED. WHEN EXPOSED TO RAIN OR WATER CONDITIONS, ELECTRICAL DEVICES MUST BE LISTED FOR "WET-LOCATION."
- SWITCHES SERVING LIGHT FIXTURES REQUIRE A NEUTRAL CONDUCTOR TO BE BROUGHT THE OUTLET BOX.
- RECESSED DOWNLIGHTS LUMINAIRES IN CEILINGS SHALL:
 - BE LISTED IC FOR ZERO CLEARANCE; AND
 - AIRTIGHT WITH AIR LEAKAGE LESS THAN 2.0 CFM AT 15 PSIGS; AND
 - BE SEALED WITH A GASKET OR CAULK BETWEEN LUMINAIRE HOUSING AND CEILING; AND
 - BE READILY ACCESSIBLE FOR MAINTENANCE IF ASSOCIATED WITH HARDWIRED BALLASTS OR DRIVES; AND
 - NOT CONTAIN SCREW BASE SOCKETS; AND
 - CONTAIN LIGHT SOURCES THAT COMPLY WITH REFERENCE JOINT APPENDIX JB AND ARE MARKED "AS-2015-ET" AND
 - BE CONTROLLED BY DIMMERS OR VACANCY SENSORS
- AT LEAST ONE LUMINAIRE IN BATHROOMS, GARAGES, LAUNDRY ROOMS, AND UTILITY ROOMS SHALL BE CONTROLLED BY VACANCY SENSOR
- AT LEAST ONE LUMINAIRE IN BATHROOM SHALL BE CONTROLLED BY VACANCY SENSOR.
- OUTDOOR LIGHTING SHALL BE CONTROLLED BY:
 - MANUAL ON/OFF SWITCH; AND
 - CONTROLLED BY PHOTOCELL AND MOTION SENSOR OR PHOTO CONTROL TIME SWITCH CONTROLLASTRONOMICAL TIME CLOCK/ENERGY MANAGEMENT CONTROLS SYSTEM
- A DEDICATED 20-AMP BRANCH CIRCUIT SHALL BE PROVIDED TO SUPPLY THE LAUNDRY RECEPTACLE OUTLET (CEC 210.11G(2) AND 210.52D)
- ALL NEW 125 VOLT, 15 AND 20 AMPERE RECEPTACLE OUTLETS SHALL BE TAMPER RESISTANT RECEPTACLES (2019 CEC 406.12)
- EACH BATHROOM SHALL BE MECHANICALLY VENTILATED WITH AN "ENERGY STAR" EXHAUST FAN, AND MUST BE CONTROLLED BY A HUMIDITY CONTROL. EXHAUST FANS SHALL BE RATED 50 CFM MINIMUM (CIRC R303.3.1).
- THE EXHAUST FANS SHALL BE CONTROLLED SEPARATELY FROM LIGHTING SYSTEM PER CEC SEC 150.0(K) 2B
- ALL OUTDOOR RECEPTACLES AND LIGHTS SHALL BE GFCI AND WEATHERPROOF (WP) AND WEATHER-RESISTANT (WR) PER CEC SEC. 210.5 AND 406.4
- PER MISC 11-11.2.05, IF IT IS GAS APPLIANCE, A DEDICATED 208/240-VOLT, 50 AMP OR GREATER ELECTRICAL RECEPTACLE THAT IS CONNECTED TO THE ELECTRIC PANEL WITH CONDUCTORS OF ADEQUATE CAPACITY, WITHIN 3 FEET OF THE APPLIANCE AND ACCESSIBLE WITH NO OBSTRUCTIONS, A RESERVED DOUBLE POLE CIRCUIT BREAKER SPACE IN THE ELECTRICAL PANEL ADJACENT TO THE BRANCH CIRCUIT LABELLED FOR FUTURE APPLIANCE AND ELECTRICALLY ISOLATED.

ELECTRICAL LEGEND

HE	HIGH EFFICIACY
⊕	ROPE PENDANT LIGHT
⊕	LIGHTING FIXTURE, WALL MOUNTED, +84 U.O.N
⊕	OUTDOOR LIGHTING FIXTURE, WALL MOUNTED, +84 U.O.N W/ SENSOR
⊕	SINGLE POLE TOGGLE SWITCH, +48", 8" ABOVE COUNTER
⊕	110V DUPLEX RECEPTACLE U.O.N., 15" ABOVE FLOOR, U.O.N.
⊕	110V DUPLEX RECEPTACLE U.O.N., 12" ABOVE COUNTER U.O.N.
220V	220V RECEPTACLE
GFCI	INDECATED DEVICE/ RECEPTACLE HAS GFCI PROTECTION
WP&WR	ABBREVIATION FOR Weatherproof (WP) and Weather-resistant (WR)
EX P	EXHAUSTED FAN W/ FLUORESCENT HIGH EFFICIACY LIGHTING COMBO SWICHT SEPERATELY WATERPROOF
⊕	SINGLE MULTI-FUNCTION CONTROL SWITCH, 48" ABOVE FLOOR OCCUPANCY SENSOR
⊕	22 IN. DIAMETER PENDANT LIGHT
⊕	EXTERIOR CEILING FAN
⊕	5" RECESSED LIGHTING FIXTURE - CEILING MOUNTED
PC TC OCC SEN. V.S	PHOTOCELL SENSOR TIME CLOCK W/ 2HR BYPASS OCCUPANCY SENSOR VACANCY SENSOR
⊕	BATTERY CARBON & MONOXIDE SMOKE ALARMS, CEILING MOUNTED



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REVISIONS

⚠ PLAN CHECK 2/15/2022

⚠ PLAN CHECK 08/24/2023

ELECTRICAL FLOOR PLANS

1ST BUILDING SUBMITTAL

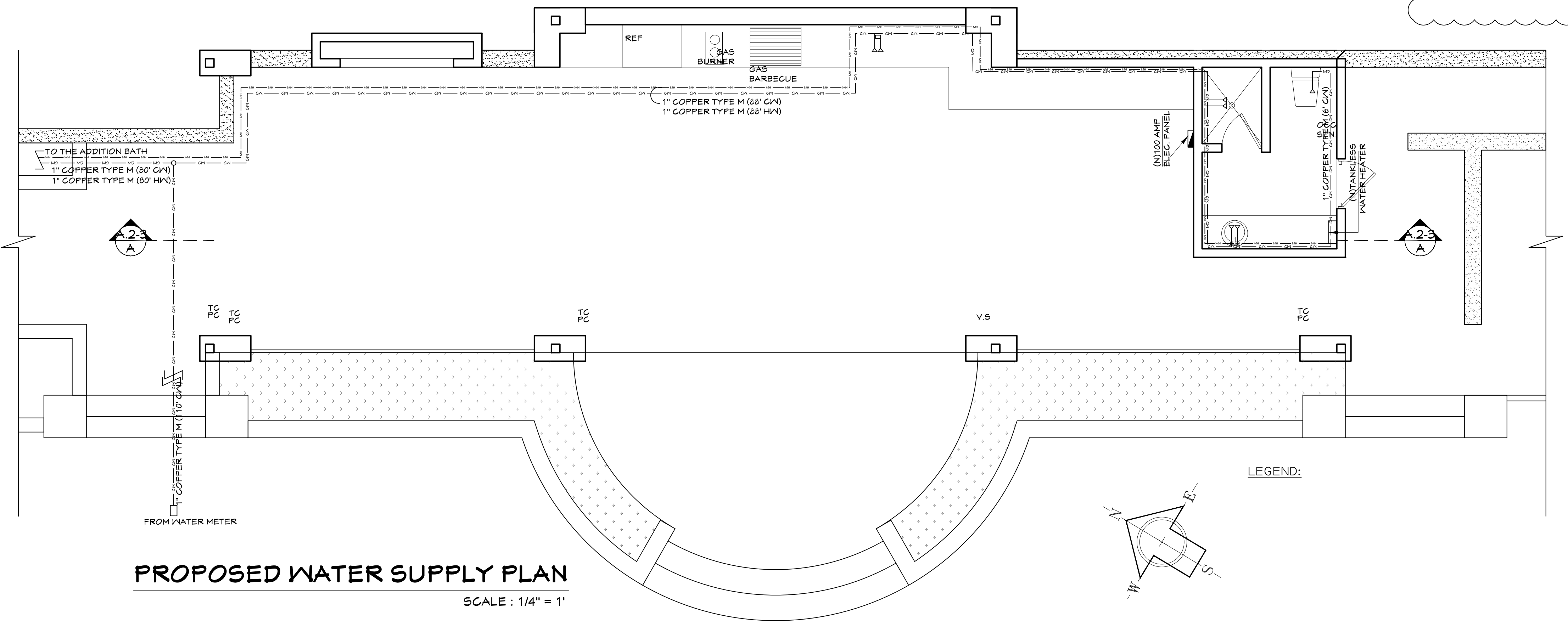
JOB NO.

DRAWN

CHECK

SHEET

A5

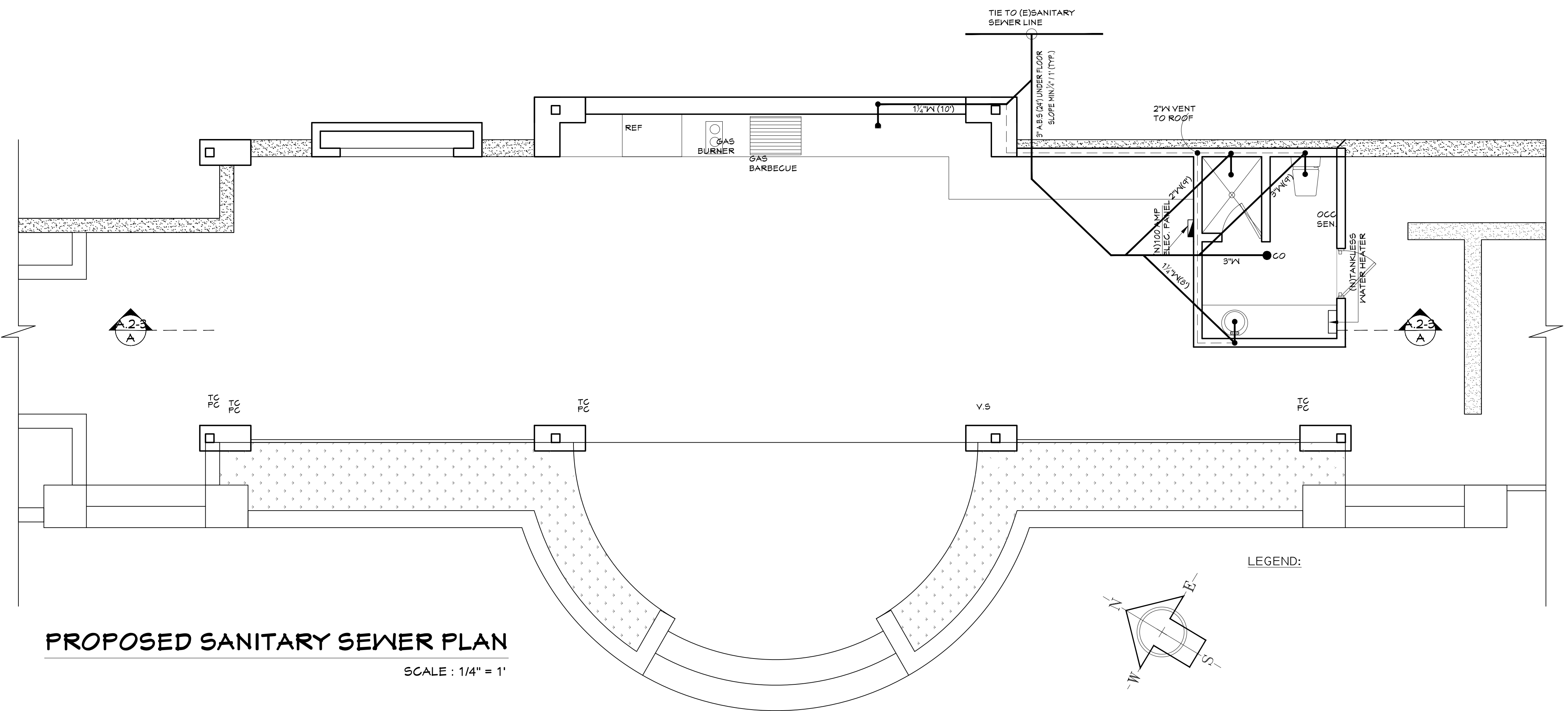


- SCOPE OF WORK**
- NEW 1,200 SQ.FT 1 STORY PAVILION
 - ADD 76 SQ.FT. BATH AT LEFT EXISTING CASITA
 - NEW POOL

secure structure

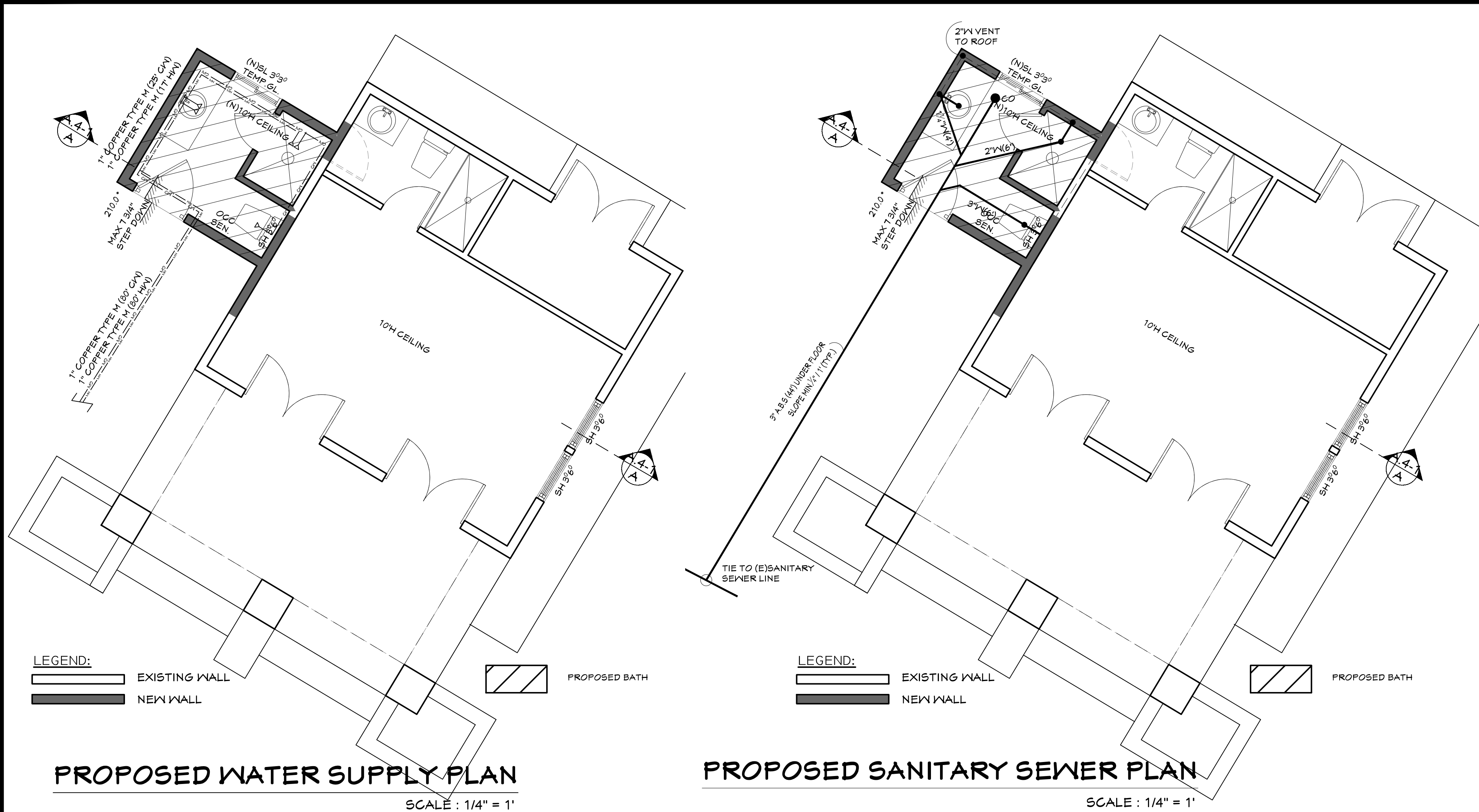
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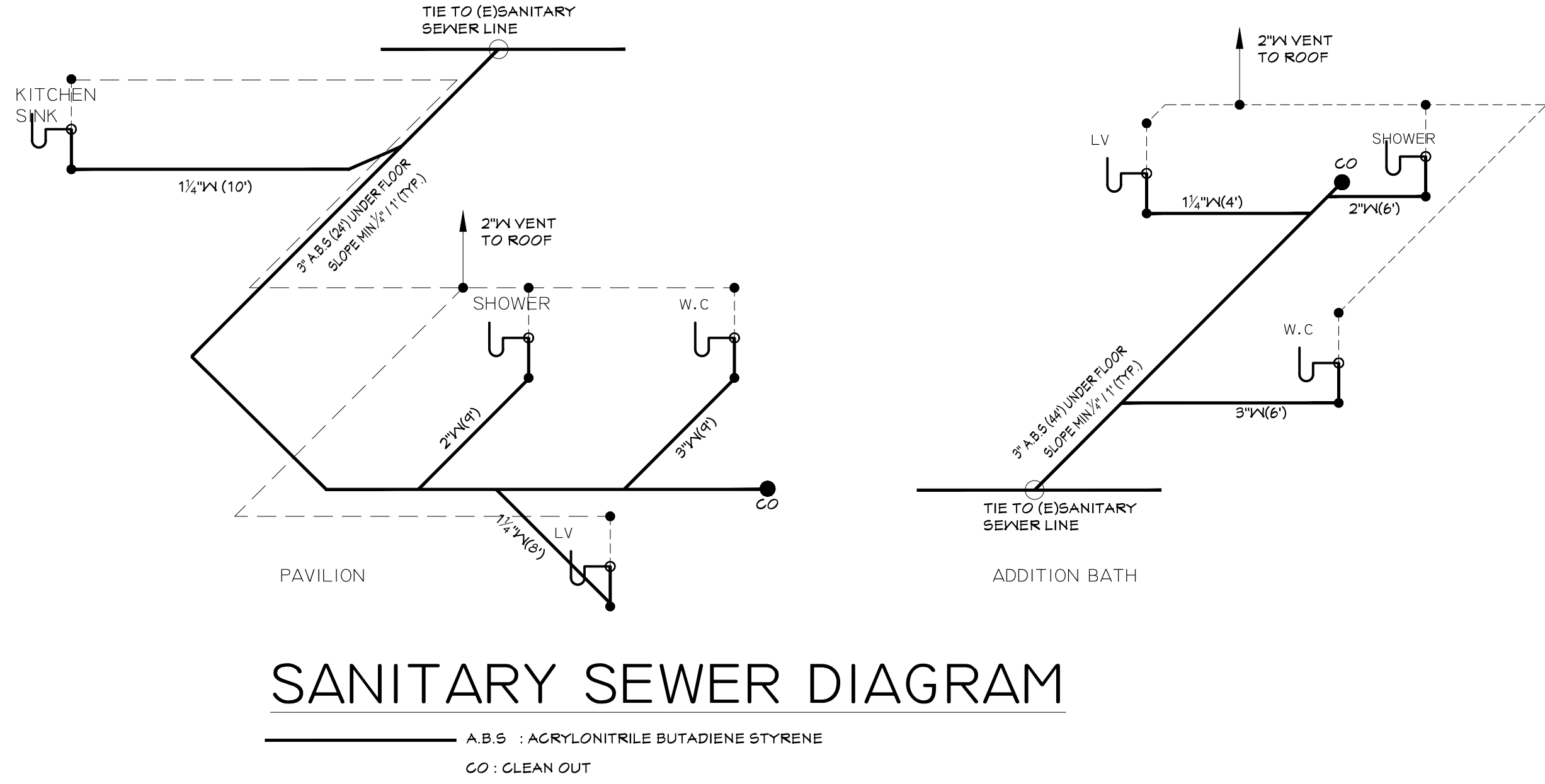
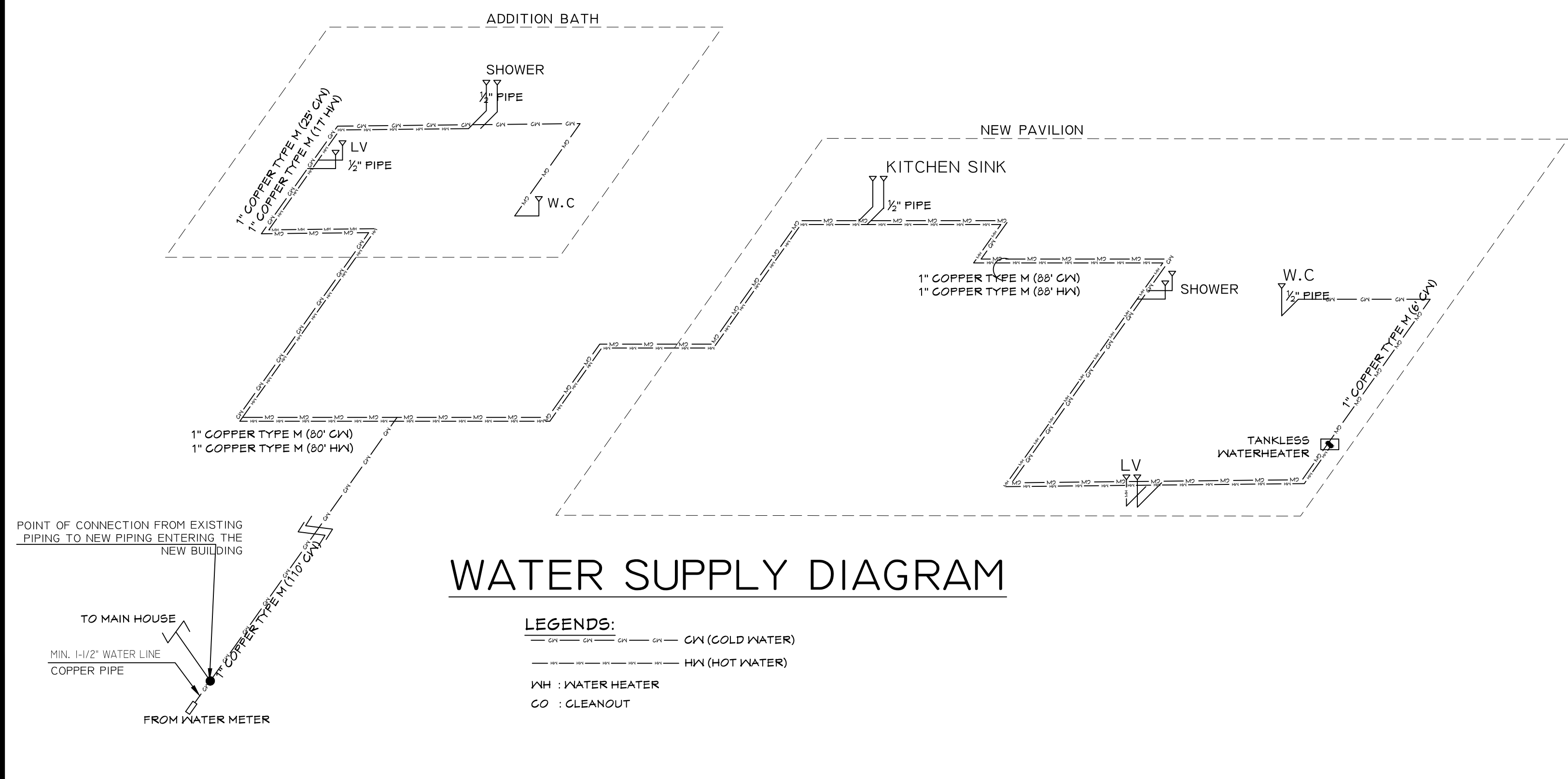
WATER SUPPLY PLAN & SANITARY SEWER PLAN	
1ST BUILDING SUBMITTAL	SHEET
JOB NO.	
DRAWN	
CHECK	
	A6



FIXTURE CALCULATIONS									
FIXTURE TYPE	Q.TY	DEMAND WEIGHT IN WSFU					DRAINAGE		
		COLD ²	HOT ²	FIXTURE DEMAND	TOTAL COLD WATER	TOTAL HOT WATER	TOTAL DEMAND	DFU	TOTAL DEMAND
WATER CLOSET, 1.28 GPF	7	2.5	0	2.5	17.5	0	17.5	3	21
LAVATORY	7	1	1	1.5	7	7	10.5	1	7
BATHTUB	6	4	4	6	24	24	36	2	12
SHOWER	2	2	2	3	4	4	6	2	4
CLOTHES WASHER	1	4	4	6	4	4	6	3	3
KITCHEN SINKS	2	1.5	1.5	2.25	3	3	4.5	2	4
HOSE BIB	1	3		3	3	0	3		
TOTAL FIXTURE UNITS					62.5	42	83.5		51
REQUIRED MINIMUM PIPE SIZE (OVER 60 PSI) ³					1 1/2"	1 1/2"	1 1/2"		4"
(MAXIMUM LENGTH = 300 FT)									

FIXTURE CALCULATIONS FOR PAVILION & ADDITION BATH									
FIXTURE TYPE	Q.TY	DEMAND WEIGHT IN WSFU					DRAINAGE		
		COLD ²	HOT ²	FIXTURE DEMAND	TOTAL COLD WATER	TOTAL HOT WATER	TOTAL DEMAND	DFU	TOTAL DEMAND
WATER CLOSET, 1.28 GPF	2	2.5	0	2.5	5	0	5	3	6
LAVATORY	2	1	1	1.5	2	2	3	1	2
SHOWER	2	2	2	3	4	4	6	2	4
KITCHEN SINKS	1	1.5	1.5	2.25	1.5	1.5	2.25	2	2
TOTAL FIXTURE UNITS					12.5	7.5	16.25		14
REQUIRED MINIMUM PIPE SIZE (OVER 60 PSI) ³					1"	1"	1"		3"
(MAXIMUM LENGTH = 300 FT)									

- NOTE:
1. FIXTURE UNITS ARE BASED ON 2019 CPG TABLE 610.4 FOR WATER AND TABLE 103.2 FOR DRAINAGE.
 2. SEPERATE HOT AND COLD WATER FIXTURE UNITS ARE TAKEN AS THREE - QUARTER (3/4) OF TOTAL FIXTURE DEMAND, PER 2019 CPG TABLE 610.3, NOTE 3.
 3. PIPE SIZES ARE BASED ON 2019 CPG TABLE 610.4 FOR WATER AND TABLE 103.2 FOR DRAINAGE.
 4. SELF-CLOSING OR SELF-CLOSING METERING FAUCETS SHALL BE INSTALLED ON LAVATORIES INTENDED TO SERVE THE TRANSIENT PUBLIC. METERED FAUCETS SHALL DELIVER A MAXIMUM OF 0.25 GALLONS OF WATER PER USE.
 5. PLUMBING VENTS SHALL TERMINATE NOT LESS THAN TEN FEET FROM ANY AIR INTAKE.



SCOPE OF WORK

- NEW 1,200 SQ. FT. 1 STORY PAVILION
- ADD 76 SQ. FT. BATH AT LEFT EXISTING CASITA
- NEW POOL

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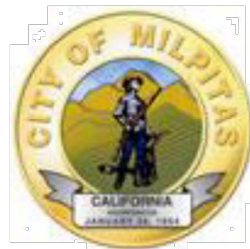
REVISIONS	
PLAN CHECK	2/15/2022
PLAN CHECK	08/24/2023

WATER SUPPLY PLAN &
SANITARY SEWER PLAN

1ST BUILDING SUBMITTAL	SHEET
JOB NO.	
DRAWN	
CHECK	

A7

CITY OF MILPITAS
Building Safety and Housing
455 E. Calaveras Blvd.
Milpitas, CA 95035
408-586-3240
www.ci.milpitas.ca.gov



2019 CALGreen
Residential Mandatory Measures
Checklist

This checklist applies to newly constructed buildings, additions or alterations of existing residential buildings where the addition or alteration increases the building's conditioned area, volume, or size. The requirements shall only apply to and/or within the specific area of the addition or alteration. (sec. 301.1.1)	
Feature or Measure	Required
RESIDENTIAL MANDATORY MEASURES	
Site Development (4.106)	
Projects less than one acre: Projects which disturb less than one acre of soil and are not part of a larger common plan of development which in total disturbs one acre or more, shall manage storm water drainage during construction.	N/A
Projects one acre or more: Newly constructed projects or additions shall comply with Milpitas Municipal Code Title 2 Chapter 13 for erosion and sediment controls, the City of Milpitas Enforcement Response Plan for Construction Site Control, and the California Regional Water Quality Control Board San Francisco Bay Region Municipal Regional Stormwater NPDES Permit requirements.	×
Construction plans shall indicate how the site grading or drainage system will manage all surface water flows to keep water from entering buildings.	×
Electric vehicle (EV) charging for new construction. New construction shall comply with sec. 4.106.4.1, 4.106.4.2, or 4.106.4.3, to facilitate future installation and use of EV chargers. Electric vehicle supply equipment (EVSE) shall be installed in accordance with California Electrical Code (CEC), Article 625.	×
New one- and two-family wellings and Townhouses with private garages: Each dwelling unit shall be installed with listed raceway capable of supporting EVSE.	N/A
New multifamily dwellings: 10% of the total parking spaces on a building site shall be EV spaces capable of supporting EVSE.	N/A
New hotels and motels: EV spaces capable of supporting EVSE shall be provided per Table 4.106.4.3.1.	N/A
ENERGY EFFICIENCY (4.201)	
For the purposes of mandatory energy efficiency standards in this code, the California Energy Commission will continue to adopt mandatory standards.	×
WATER EFFICIENCY AND CONSERVATION	
Indoor Water Use (4.303)	
All noncompliant plumbing fixtures in any single-family and multi-family residential real property shall be replaced with water-conserving plumbing fixtures. Plumbing fixture replacement is required prior to final inspection. (California Civil Code sec. 1101.4 and 1101.5)	×
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.	N/A
Single showerheads. Showerheads shall have a max. flow rate of not more than 1.8 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 1.8 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	×

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2019 CALGreen Residential Mandatory Measures Checklist (Cont'd)

Feature or Measure	Required
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. Residential developments shall comply with a local water efficient landscape ordinance or the current California Department of Water Resources' Model Water Efficient Landscape Ordinance (MWELO), whichever is more stringent.	×
Water Reuse Systems (4.305)	
Recycled water supply systems. Newly constructed residential developments may be required to have recycled water supply systems installed for landscape irrigation systems.	×
MATERIAL CONSERVATION AND RESOURCE EFFICIENCY	
Enhanced Durability and reduced Maintenance (4.406)	
Rodent proofing. Annular spaces around pipes, electric cables, conduits, or other openings in sole/bottom plates at exterior walls shall be protected against the passage of rodents by closing such openings with cement mortar, concrete masonry or similar method acceptable to the enforcing agency.	×
Construction Waste Reduction, Disposal and Recycling (4.408)	
Construction waste management. A minimum of 65% of the non-hazardous construction and demolition waste in accordance with either sec. 4.408.2, 4.408.3 or 4.408.4, or meet a more stringent local construction demolition waste management ordinance.	×
Documentation. Documentation shall be provided to the City of Milpitas Solid Waste Division which demonstrates compliance prior to final inspection.	×
Building Maintenance and Operation (4.410)	
O&M Manual: An operation and maintenance manual shall be available in the building at the time of final inspection.	×
Recycling by Occupants: Where 5 or more multifamily dwelling units are constructed on a building site, provide readily accessible area(s) that serves all buildings on the site and is identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics, organic waste, and metals, or meet a lawfully enacted local recycling ordinance, if more restrictive.	×
ENVIRONMENTAL QUALITY	
Fireplaces (4.503)	
Bay Area Air Quality Management District: Effective November 1, 2016 -- "No wood-burning devices of any kind may be installed in new homes or buildings being constructed in the Bay Area". "Bay Area residents who begin a chimney or fireplace remodeling project that costs over \$15,000 and requires a building permit will only be allowed to install a gas-fueled, electric or EPA-certified device".	×
Gas fireplace shall be a direct-vent sealed-combustion type. Woodstove or pellet stove shall comply with US EPA New Source Performance Standards (NSPS) emission limits.	N/A
Pollutant Control (4.504)	
At the time of rough installation, during storage on the construction site and until final startup of the heating, cooling and ventilation equipment, all duct and other related air distribution component openings shall be covered.	×
Adhesives, sealants and caulks shall be compliant with VOC limits as shown in Table 4.504.1 or 4.504.2 as applicable.	×

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2019 CALGreen Residential Mandatory Measures Checklist (Cont'd)

Feature or Measure	Required
Aerosol adhesives and smaller unit sizes of adhesives and sealant or caulking compounds shall comply with statewide VOC standards and other requirements.	×
Paints, stains and other coatings shall be compliant with VOC limits as shown in Table 4.504.3.	×
Aerosol paints and coatings shall meet the Product-Weighted MIR limits for ROC and comply with the BAAQMD percent VOC by weight of product limits of Regulation 8, Rule 49.	×
All carpet shall meet the testing and project requirements per sec. 4.504.3. All carpet cushion installed in the building shall meet the requirements of the Carpet and Rug Institute's Green Label program. All carpet adhesive shall meet the requirements of Table 4.504.1.	×
At least 80% of floor area receiving resilient flooring shall comply with the requirements per sec. 4.504.4.	×
Hardwood plywood, particleboard and medium density fiberboard (MDF) used on interior or exterior of the building shall comply with formaldehyde emission limits per Table 4.504.5.	×
Documentation shall be provided to the City building inspector verifying that compliant materials have been used.	×
Interior Moisture Control (4.505)	
Concrete Slab Foundations: Concrete slab foundations required to have a vapor retarder by the California Building Code or the California Residential Code shall have a capillary break installed in compliance with sec. 4.505.2.1.	×
Building materials with visible signs of water damage shall not be installed.	×
Moisture content of building materials used in wall and floor framing shall not to exceed 19% before enclosure. Moisture content shall be verified in compliance with sec. 4.505.3.	×
Insulation products which are visibly wet or have a high moisture content shall be replaced or allowed to dry prior to enclosure.	×
Indoor Air Quality and Exhaust (4.506)	
Each bathroom shall be mechanically ventilated and exhaust fans shall be ENERGY STAR rated and ducted to terminate outside.	×
Unless functioning as a component of a whole house ventilation system, bathroom exhaust fans must be controlled by a humidity control adjustable between a relative humidity range of s50% to max. 80%.	×
Environmental Comfort (4.507)	
Heating and air-conditioning systems shall be sized, designed, and have their equipment selected using the following methods: 1. Establish heat loss and heat gain values according to ANSI/ACCA 2 Manual J-2016 (Residential Load Calculation), ASHRAE handbooks or other equivalent design methods. 2. Size duct systems according to ANSI/ACCA 1 Manual D-2016 (Residential Duct Systems) or other equivalent design software or methods. 3. Select heating and cooling equipment according to ANSI/ACCA 3 Manual S-2014 or other equivalent design methods.	×
INSTALLER AND SPECIAL INSPECTOR QUALIFICATIONS	
Qualifications (702)	
HVAC system installers are trained and certified in the proper installation of HVAC systems including ducts and equipment by a nationally or regionally recognized training or certification program.	×
Special inspectors employed by the owner or owner's agent shall demonstrate competence for the particular type of inspection to be performed and shall have a certification or qualifications acceptable to the enforcing agency. Note: Special Inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with CalGreen.	×
Verifications (703)	
Documentation used to show compliance with CalGreen shall include but is not limited to construction documents, plans, specifications, builder or installer certification, inspection reports, or other methods acceptable to the enforcing agency, which demonstrate substantial conformance.	×

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REVISIONS

- △ PLAN CHECK 2/15/2022
△ PLAN CHECK 08/24/2023

CALGREEN BUILDING
CHECKLIST

1ST BUILDING
SUBMITTAL _____ SHEET
JOB NO. _____
DRAWN _____
CHECK _____

CG

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



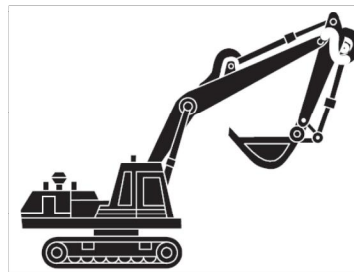
Storm Drain Pollution from Fresh Concrete And Mortar Applications

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.

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.

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

- ☐ Wash out concrete mixers only in designated wash-out areas in your yard, away from storm drains and waterways, where the water will flow into a temporary waste pit in a dirt area. Let water percolate through soil and dispose of settled, hardened concrete as garbage. Whenever possible, recycle washout by pumping back into mixers for reuse.
- ☐ Wash out chutes onto dirt areas at site that do not flow to streets or drains.
- ☐ Always store both dry and wet materials under cover, protected from rainfall and runoff and away from storm drains or waterways. Protect dry materials from wind.
- ☐ Secure bags of cement after they are open. Be sure to keep wind-blown cement powder away from streets, gutters, storm drains, rainfall, and runoff.
- ☐ Do not use diesel fuel as a lubricant on concrete forms, tools, or trailers.

During Construction

- ☐ Don't mix up more fresh concrete or cement than you will use in a two-hour period.
- ☐ Set up and operate small mixers on tarps or heavy plastic drop cloths.
- ☐ When cleaning up after driveway or sidewalk construction, wash fines onto dirt areas, not down the driveway or into the street or storm drain.
- ☐ Protect applications of fresh concrete and mortar from rainfall and runoff until the material has dried.
- ☐ Wash down exposed aggregate concrete only when the wash water can (1) flow onto a dirt area; (2) drain onto a bermed surface from which it can be pumped and disposed of properly; or (3) be vacuumed from a catchment created by blocking a storm drain inlet. If necessary, divert runoff with temporary berms. Make sure runoff does not reach gutters or storm drains.
- ☐ When breaking up pavement, be sure to pick up all the pieces and dispose of properly. Recycle large chunks of broken concrete at a local recycling facility.
- ☐ Never bury waste material. Dispose of small amounts of excess dry concrete, grout, and mortar in the trash.
- ☐ Never dispose of washout into the street, storm drains, drainage ditches, or streams.

Spill Cleanup

Doing the Job Right Site Planning and Preventive Vehicle Maintenance

- ☐ Designate one area of the construction site, well away from streams or storm drain inlets, for auto and equipment parking, refueling, and routine vehicle and equipment maintenance. Contain the area with berms, sand bags, or other barriers.
- ☐ Maintain all vehicles and heavy equipment. Inspect frequently for and repair leaks.
- ☐ Perform major maintenance, repair jobs, and vehicle and equipment washing off site where cleanup is easier.
- ☐ If you must drain and replace motor oil, radiator coolant, or other fluids on site, use drip pans or drop cloth to catch drips and spills. Collect all spent fluids, store in separate containers. Recycle them wherever possible, otherwise, dispose of them as hazardous wastes.
- ☐ Do not use diesel oil to lubricate equipment parts, or clean equipment. Use only water for any onsite cleaning.
- ☐ Cover exposed fifth wheel hitches and other oily or greasy equipment during rain events.
- ☐ Use as little water as possible for dust control. Ensure water used doesn't leave silt or discharge to storm drains.

- ☐ 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.

Field Manual for proper erosion and sediment control measures, and California Stormwater Quality Association Stormwater Best Management Practice Handbook (construction, 2003)

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.



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 dependence on our creeks and bays and for the people who live near polluted streams or baylands. Common sources of this pollution include spilled oil, fuel, and fluids from vehicles and heavy equipment; construction debris; sediment created by erosion; landscaping runoff containing pesticides or weed killers; and materials such as used motor oil, antifreeze, and paint products that people pour or spill into a street or storm drain.



Santa Clara Valley Urban Runoff Pollution Prevention Program

Thirteen valley municipalities have joined together with Santa Clara County and the Santa Clara Valley Water District to educate local residents and businesses and fight stormwater pollution. This "blueprint" summarizes "Best Management Practices" (BMPs) for stormwater pollution prevention.

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).

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

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.

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.
- ☐ 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.

Landscaping/Garden Maintenance

- ☐ 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

- ☐ Place portable toilets away from storm drains. Make sure portable toilets are in good working order. Check frequently for leaks.

Materials/Waste Handling

- ☐ Practice Source Reduction – minimize waste when you order materials. Order only the amount you need to finish the job.
- ☐ Use recyclable materials whenever possible. Arrange for pick-up of recyclable materials such as concrete, asphalt, scrap metal, solvents, degreasers, cleared vegetation, paper, rock, and vehicle maintenance materials such as used oil, antifreeze, batteries, and tires.
- ☐ Dispose of all wastes properly. Many construction materials and wastes, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation can be recycled.
- ☐ Materials that cannot be recycled must be taken to an appropriate landfill or disposed of as hazardous waste. Never bury waste materials or leave them in the street or near a creek or stream bed.

Permits

- ☐ In addition to local grading and building permits, you will need to obtain coverage under the State's General Construction Activity Stormwater Permit if your construction site's disturbed area totals 1 acre or more. Information on the General Permit can be obtained from the Regional Water Quality Control Board.

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.

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 abrasive gravel or sand.
- ☐ Avoid over-application by water trucks for dust control.

Asphalt/Concrete Removal

- ☐ Avoid creating excess dust when breaking asphalt or concrete.
- ☐ After breaking up old pavement, be sure to remove all chunks and pieces. Make sure broken pavement does not come in contact with rainfall or runoff.
- ☐ When making saw cuts, use as little water as possible. Shovel or vacuum saw-cut slurry and remove from the site. Cover or protect storm drain inlets during saw-cutting. Sweep up, and properly dispose of, all residues.
- ☐ Sweep, never hose down streets to clean up tracked dirt. Use a street sweeper or vacuum truck. Do not dump vacuumed liquor in storm drains.

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.

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.

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.

Painting and Application of Solvents and Adhesives

Who should use this information?

- Painters
- Paperhangers
- Plasterers
- Graphic Artists
- Dry Wall Crews
- Floor Covering Installers
- General Contractors
- Home Builders
- Developers
- Homeowners



Storm Drain Pollution from Paints, Solvents, and Adhesives

All paints, solvents, and adhesives contain chemicals that are harmful to wildlife in local creeks, San Francisco Bay, and the Pacific Ocean. Toxic chemicals may come from liquid or solid products or from cleaning residues or rags. Paint material and wastes, adhesives and cleaning fluids should be recycled when possible, or disposed of properly to prevent these materials from flowing into storm drains and watercourses.

Doing the Job Right Handling Paint Products

- ☐ Keep all liquid paint products and wastes away from the gutter, street, and storm drains. Liquid residues from paints, thinners, solvents, glues, and cleaning fluids are hazardous wastes and must be disposed of as hazardous.
- ☐ Wash water from painted buildings constructed before 1978 can contain high amounts of lead, even if paint chips are not present. Before you begin stripping paint or cleaning pre-1978 building exteriors with water under high pressure, test paint for lead by taking paint scrapings to a local laboratory. See Yellow Pages for a state-certified laboratory.
- ☐ If there is loose paint on the building, or if the paint tests positive for lead, block storm drains. Check with the wastewater treatment plant to determine whether you may discharge water to the sanitary sewer, or if you must send it offsite for disposal as hazardous waste.



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REVISIONS

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BLUE PRINT FOR A CLEAN BAY

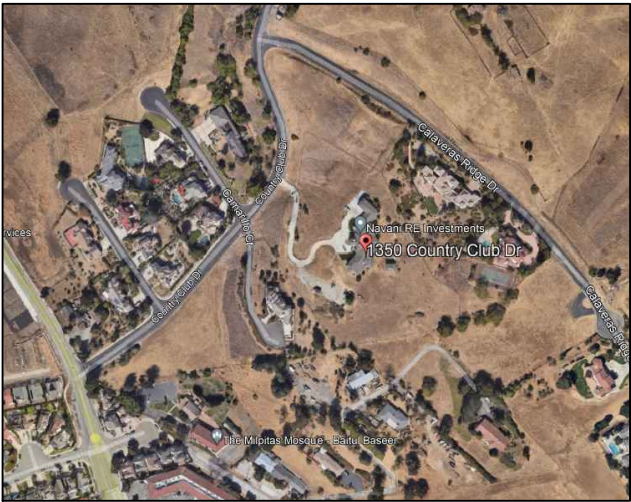
1ST BUILDING SUBMITTAL
JOB NO.
DRAWN
CHECK

SHEET

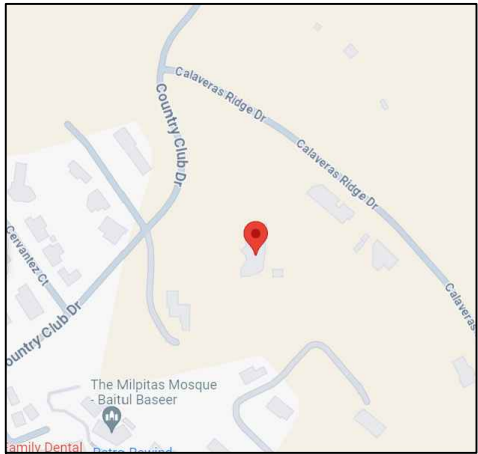
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NAVANI RESIDENCE

1350 COUNTRY CLUB DR



OVER VIEW MAP



PROPERTY MAP

APPLICABLE CODES:

2019 California Building Code (CBC) – Volume 1
2019 California Building Code (CBC) – Volume 2
2019 California Electrical Code (CEC)
2019 California Mechanical Codes (CMC)
2019 California Plumbing Codes (CPC)
2019 California Energy Code
2019 California Fire Code (CFC)
2019 California Residential Code (CRC)
2019 California Green Building Standards Code (CALGreen)
Pleasanton Municipal Code Title 20

ESTIMATED IMPERVIOUS SURFACE QUANTITIES

TYPE OF IMPERVIOUS SURFACE	PRE-PROJECT CONDITION IN SQ. FT.	PROPOSED PROJECT IMPROVEMENTS IN SQ. FT.
BUILDING FOOTPRINT	711	2,770
DRIVEWAY(S), PATIO(S), ETC.	5,820	4,080
DETACHED GARAGE(S), OTHER	0	15,445
TOTAL IMPERVIOUS SURFACE IN SQUARE FEET	6,531	22,295

SHEET INDEX

L-1	COVER SHEET
L-2	PLANTING PLAN
L-3	PLANTING PLAN
L-4	PLANTING PLAN
L-5	IRRIGATION PLAN
L-6	IRRIGATION PLAN
L-7	IRRIGATION PLAN
L-8	WALL HTS SHEET
L-9	WALL HTS SHEET
L-10	WALL HTS SHEET
L-11	DETAIL PLAN
L-12	HYDROZONE PLAN
L-13	SITE PLAN
L-14	BLUEPRINT FOR CLEAN BAY
L-15	DRAINAGE PLAN
L-16	GAS & ELECTRICAL PLAN

LOT SIZE 6.13 ACRES

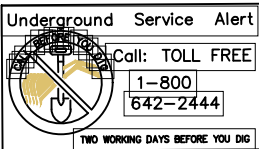
BUILDING DATA

FLOOR AREA:	7781 SQFT.
GARAGE AREA:	2168 SQFT.
COVERED PORCHES:	167 SQFT.
PORTE COCHERE:	523 SQFT.
STORAGE:	407 SQFT.

SCOPE OF WORK

LANDSCAPE-POOL, SOLID ROOF PATIO COVER, 2-BBQ COUNTER'S, 2-BATHROOM'S, SOLID ROOF, LAWN, SPA, 3-FIRE PITS, FOUNTAIN, WALLS,WI RAILING, HARDSCAPE, STEPS, PARKING AREA, LIGHTS, LEGENDS, EDGING, AND FENCING, NOTES

IRRIGATION-PIPES, VALVES, DRAINS, DETAILS, NOTES, CONTROLLER, BUBBLERS, ET SENSOR, BACKFLOW, FILTERS, QUICK COUPLERS, DRIP STUB UP, MAIN LINE, PVC LATERAL LINES, CHECK VALVE, WATER METER, GATE VALVE, MASTER VALVE, FLOW SENSOR, & PRESSURE REGULATOR



SCALE: 1"=8'-0"

12/26/23

10/27/22

4/6/22

7/3/20

5/27/20

4/17/20

BL

BL

BL

BL

BL

BL

REVISIONS

BY

DATE: 3/4/20

COVER SHEET

HELPING HAND
LANDSCAPE DESIGN, INC.

1228 QUARRY LANE, SUITE E, PLEASANTON, CA 94566

(925) 846-2833 HHLDD@AOL.COM

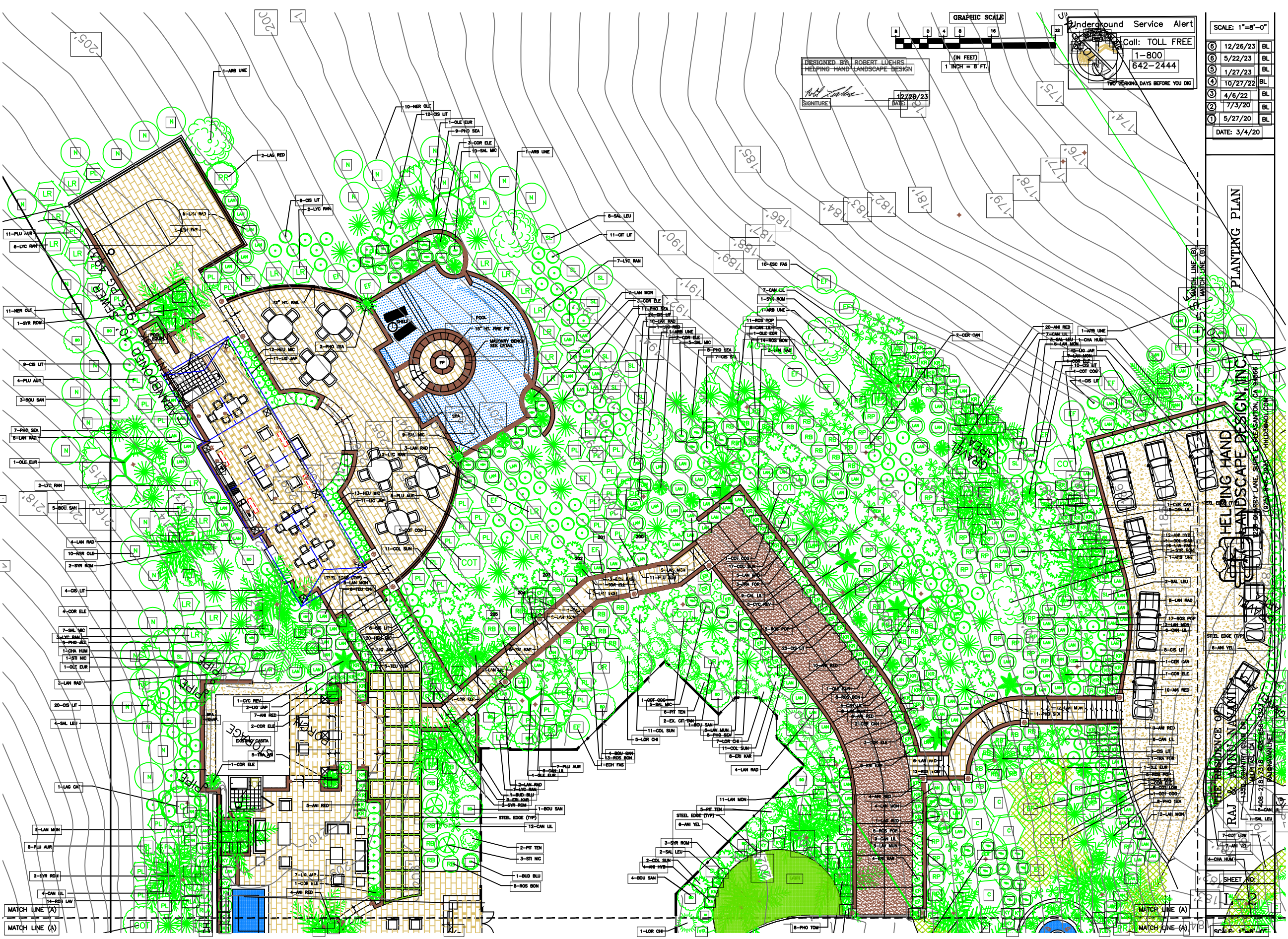
THE RESIDENCE OF
RAJ & ANNU NAVANI

1350 COUNTRY CLUB DR
MILPITAS, CA
408-218-7318 408-656-1323
RAJ@NAVANI.NET

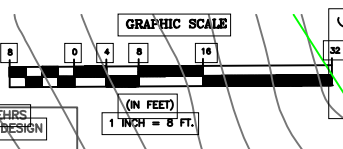
SHEET NO:

L-1

OF 13 SHEETS



DESIGNED BY: ROBERT LOEHRS
 HELPING HAND LANDSCAPE DESIGN
 12/28/23
 SIGNATURE: *Robert Loehrs*



Underground Service Alert
 Call: TOLL FREE
 1-800-642-2444
 TWO WORKING DAYS BEFORE YOU DIG

SCALE: 1"=8'-0"

⑥	12/26/23	BL
⑤	5/22/23	BL
④	1/27/23	BL
③	10/27/22	BL
②	4/6/22	BL
①	7/3/20	BL
①	5/27/20	BL

DATE: 3/4/20

PLANTING PLAN

HELPING HAND LANDSCAPE DESIGN, INC.
 12200 CANTERBURY LANE, SUITE 100, SAN ANTONIO, TX 78248
 (214) 481-1111
 WWW.HELPINGHANDLANDSCAPEDESIGN.COM

SHEET NO. 1
 SCALE: 1"=8'-0"

RAJ & ANNU NAVANI

1350 COUNTRY CLUB DR

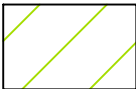
MILPITAS, CA

408-218-7318 408-656-1323

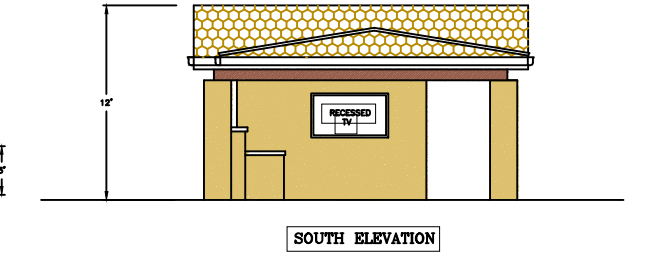
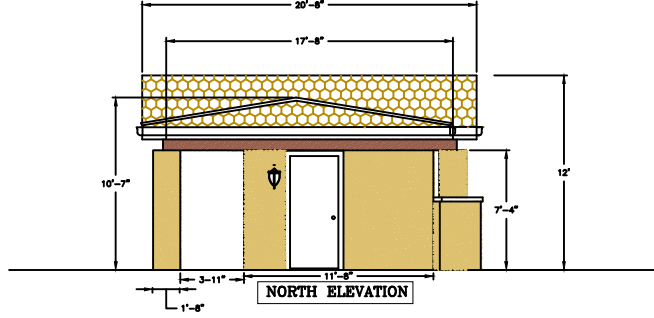
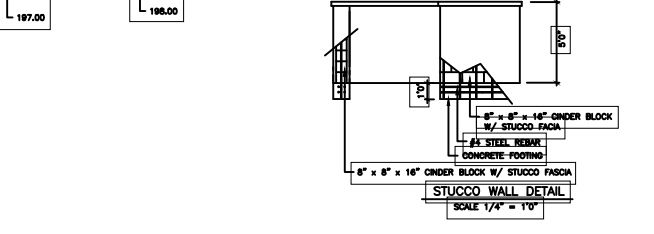
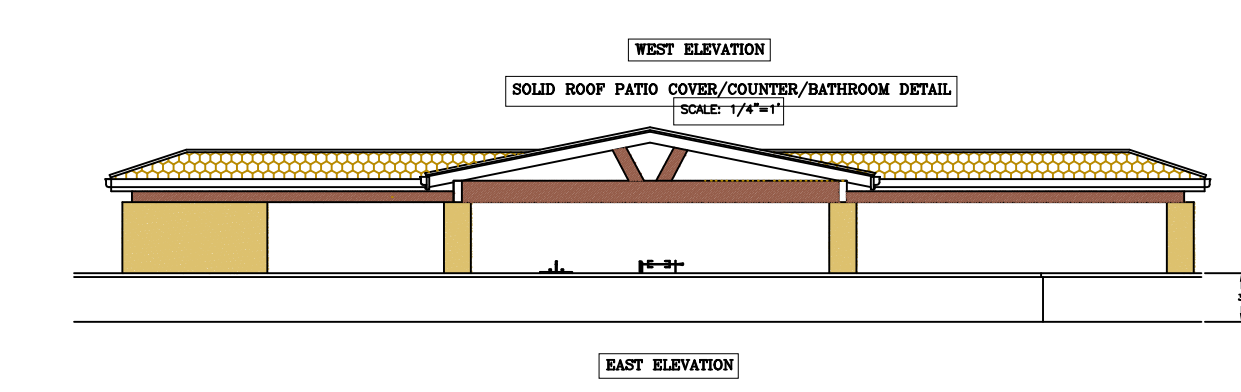
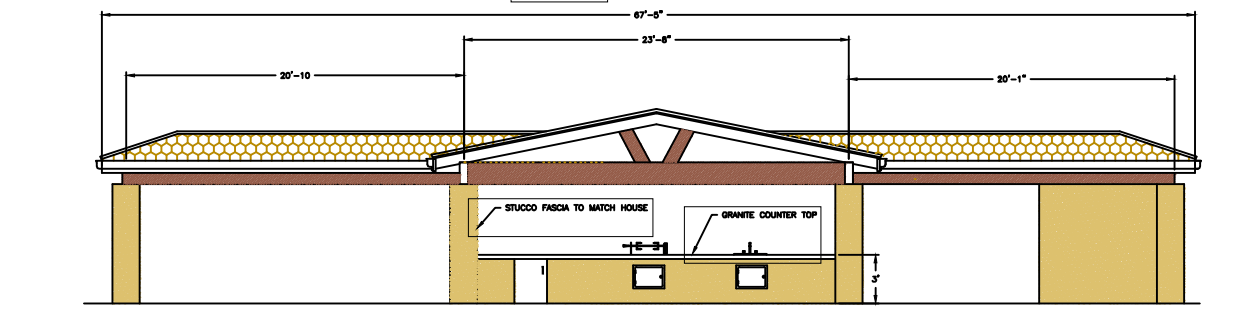
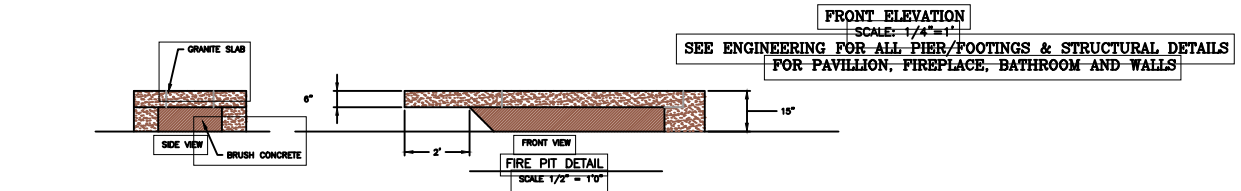
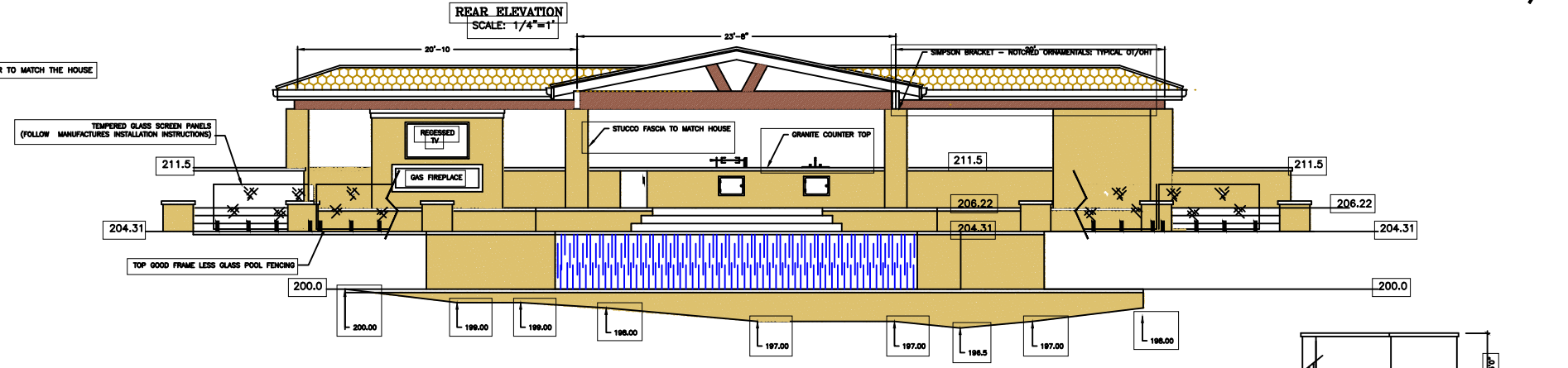
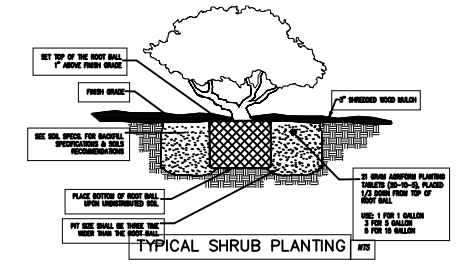
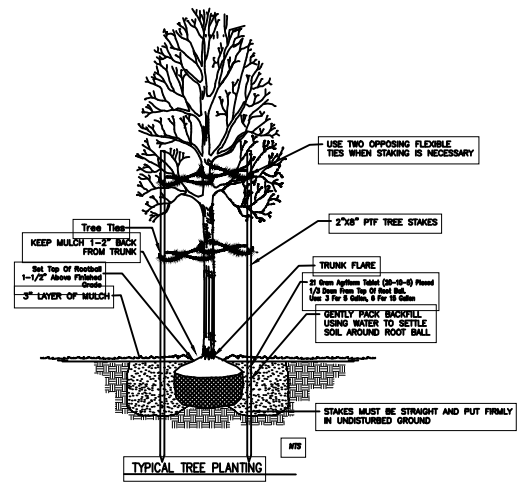
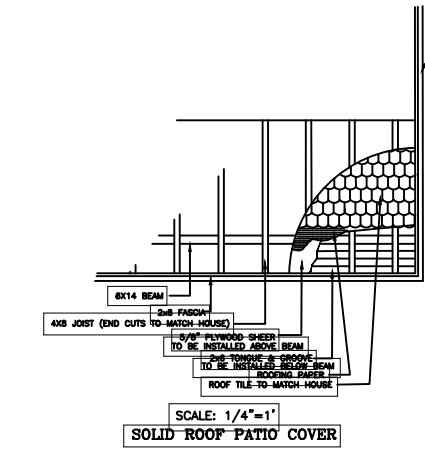
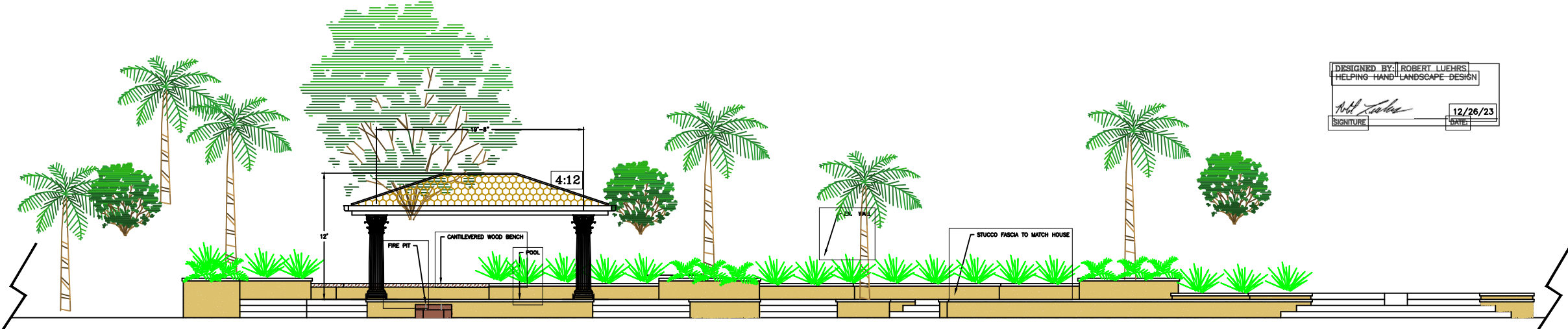
RAJ@NAVANI.NET

PLANT LEGEND

SYMBOL		SIZE	QTY.	BOTANICAL NAME	COMMON NAME	WATER NEEDS	EMITTER	
							QTY.	SIZE
TREES								
ARB UNE	24" BOX	10	ARBUTUS UNDEO _ MULTI.	NCN	LOW	(3)	2G	
CER CAN	24" BOX	7	CERCIS C. TEXENSIS 'OKLAHOMA' STD.	EASTERN REDBUD	VERY LOW	(3)	2G	
CHA HUM	24" BOX	20	CHAMAEROPS HUMILIS	MEDITERRANEAN FAN PALM	LOW	(3)	2G	
COT COG	24" BOX	12	COTINUS COGGYGRIA 'ROYAL PURPLE'	SMOKE TREE	LOW	(3)	2G	
CYR REV	15G	9	CYCAS REVOLUTA	SEGO PALM	MODERATE	(2)	1G	
LAG CAT	24" BOX	3	LAGERSTROEMIA I. 'CATAWBA'	CRAPE MYRTLE-DK. PURPLE	LOW	(3)	2G	
LAG RED	24" BOX	8	LAGERSTROEMIA I. 'RED ROCKET'	CRAPE MYRTLE-DWAF MULTI.	LOW	(3)	2G	
OLE EUR	36" BOX	11	OLEA EUROPAEA 'SWAN HILL' LB.	OLIVE	VERY LOW	(4)	2G	
SYR ROM	24" BOX	37	SYAGRUS ROMANZOFFIANA	QUEEN PALM	LOW	(3)	2G	
TRA FOR	24" BOX	10	TRACHYCARPUS FORTUNEI	WINDMILL PALM	LOW	(3)	2G	
SHRUBS								
BUD BLU	5G	10	BUDDLEJA H. LO & BEHOLD 'BLUE CHIP'	BUTTERFLY BUSH	MODERATE	(2)	1G	
BOU SAN	5G	21	BOUGAINVILLEA 'SAN DIEGO RED'	NCN	LOW	(2)	1G	
CAM SHI	5G	11	CAMELLIA H. SHISHI-GASHIRA	NCN	MODERATE	(2)	1G	
CAN LIL	5G	154	CANNA LILY 'TROPICANA	CANNA LILY	MODERATE	(2)	1G	
CEA CON	5G	34	CEANOTHUS 'CONCHA'	WILD LILAC	VERY LOW	(2)	1G	
CIS LIT	5G	204	CISTUS 'LITTLE MISS SUNSHINE'	ROCKROSE CORBARIENSIS	LOW	(2)	1G	
COL SUN	5G	76	COLEONEMA P. 'SUNSET GOLD'	GOLDEN BREATH OF HEAVEN	MODERATE	(2)	1G	
COR ELE	5G	34	CORDYLINE B. 'ELECTRIC PINK'	NCN	MODERATE	(2)	1G	
ECH FAS	5G	49	ECHIUUM FASTUOSUM	PRIDE OF MADEIRA	LOW	(2)	1G	
LIG JAP	5G	89	LIGUSTRUM JAPONICUM 'TEXANUM'	JAPANESE PRIVET	MODERATE	(2)	1G	
LOR CHI	5G	13	LOROPETALUM CHINENSE 'PLUM DELIGHT'	NCN	LOW	(2)	1G	
LYC RAN	5G	32	LYCIANTHES RANTONNETII STD.	NCN	MODERATE	(2)	1G	
NER OLE	15G	64	NERIUM OLEANDER STD.-DOUBLE HOT PINK	OLEANDER STANDARD	LOW	(3)	2G	
PHO SEA	5G	137	PHORMIUM HYBRID 'SEA JADE'	NEW ZEALAND FLAX	LOW	(2)	1G	
PHO TOM	5G	53	PHORMIUM HYBRID 'TOM THUMB'	NEW ZEALAND FLAX	LOW	(2)	1G	
PIT TEN	5G	18	PITTOSPORUM TENUIFOLIUM 'MARJORIE CHANNON'		MODERATE	(2)	1G	
PLU AUR	5G	59	PLUMBAGO AURICULATA	CAPE PLUMBAGO	LOW	(2)	1G	
ROS BON	5G	61	ROSA 'BONICA'	ROSE-PINK	MODERATE	(2)	1G	
ROS LAV	5G	50	ROSA 'LAVA FLOW'	ROSE-RED	MODERATE	(2)	1G	
ROS POP	5G	48	ROSA 'POPCORN'	ROSE-WHITE	MODERATE	(2)	1G	
ROS STD	5G	20	ROSA - STD.	ROSE	MODERATE	(2)	1G	
STR NIC	5G	4	STRELITZIA NICOLAI	GIANT BIRD OF PARADISE	MODERATE	(2)	1G	
TRA ASI	1G	38	TRACHELOSPERMUM ASIATICUM	STAR JASMINE	MODERATE	(1)	1G	
PERENNIALS								
ANI RED	1G	103	ANIGOZANTHOS 'BUSH DEVIL'	KANGAROO PAW - RED	LOW	(1)	1G	
ANI YEL	1G	48	ANIGOZANTHOS 'BUSH GOLD'	KANGAROO PAW - YELLOW	LOW	(1)	1G	
ERI KAR	1G	39	ERIGERON KARVINSKIANUS	SANTA BARBRA DAISY	LOW	(1)	1G	
HEU MIC	1G	45	HEUCHERA MICRANTHA 'PURPLE PALACE'	CORAL BELLS	MODERATE	(1)	1G	
KNI UVA	1G	13	KNIPHOFIA UVARIA	RED-HOT POKER PLANT	LOW	(1)	1G	
LAN MON	1G	174	LANTANA MONTEVIDENSIS	NCN	LOW	(1)	1G	
LAN RAD	1G	110	LANTANA RADATION	NCN	LOW	(1)	1G	
LAV MUN	1G	18	LAVANDULA A. 'MUNSTEAD'	ENGLISH LAVENDER	LOW	(1)	1G	
SAL LEU	1G	22	SALVIA LEUCANTHA	MEXICAN BUSH SAGE	LOW	(1)	1G	
SAL MIC	1G	91	SALVIA MICROPHYLLA 'HOT LIPS'	HOT LIPS SAGE	LOW	(1)	1G	
TEU CHA	1G	5	TEUCRIUM L. CHAMAEDRYS	GERMANDER	LOW	(1)	1G	
VINES & GROUNDCOVER								
COT LOW	5G	24	COTONEASTER ' LOWFAST'	NCN	LOW	(2)	1G	



COTONEASTER D. 'LOWFAST' (8' O.C.)



SCALE: 1"=8'-0"

6	12/26/23	BL
5	10/27/22	BL
4	4/6/22	BL
3	7/3/20	BL
2	5/27/20	BL
1	4/17/20	BL
REVISIONS		BY
DATE: 3/4/20		

DETAIL PLAN

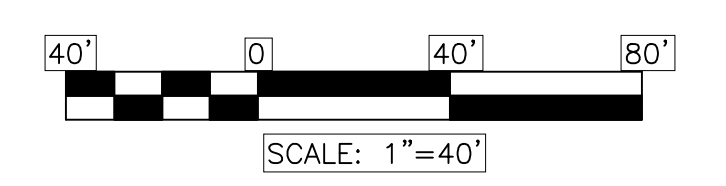
DESIGNED BY: ROBERT LUEHRS
HELPING HAND LANDSCAPE DESIGN

12/26/23
DATE

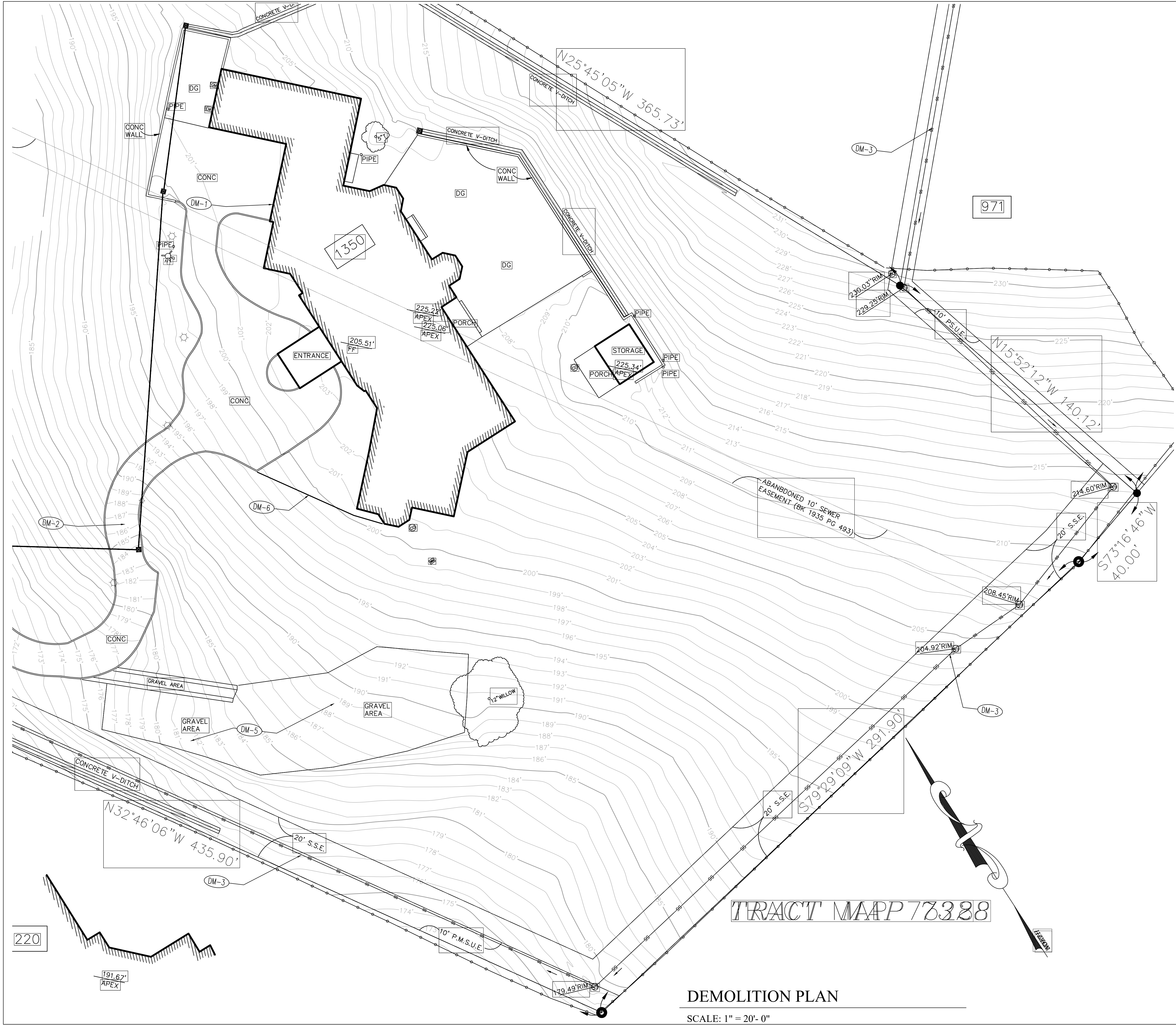
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408-218-7318 408-656-1323
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1228 QUARRY LANE, SUITE E, PLEASANTON, CA 94566
(925) 846-2933 HLD360AOL.COM

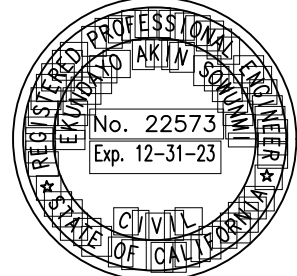
SHEET NO:
L-11
OF 13 SHEETS



C1.0



- DEMOLITION PLAN NOTES**
- DM-1 (E) BUILDING TO REMAIN.
 - DM-2 (E) ASPHALT CONCRETE PAVEMENT.
 - DM-3 (E) SANITARY SEWER MAIN.
 - DM-4 (E) TREES TO REMAIN.
 - DM-5 DEMOLISH (E) GRAVEL AREA.
 - DM-6 DEMOLISH (E) LANDSCAPING.

SEAL:


ACKLAND
INTERNATIONAL, INC.

333 Hegenberger Road, Suite 206
Berkeley, CA 94704
(415) 865-1024
acklandyo.southern@gmail.com

PROJECT NAME:
NEW CIVIL IMPROVEMENTS PLAN
1350 COUNTRY CLUB DRIVE
MILPITAS, CA 95035

CLIENT NAME & ADDRESS:
RAJ AND ANNU NAVANI
1350 COUNTRY CLUB DRIVE
MILPITAS, CA 95035

NO.	DATE	DESCRIPTION	BY

SHEET TITLE:

DEMOLITION
PLAN

PROJECT NO.: S21045

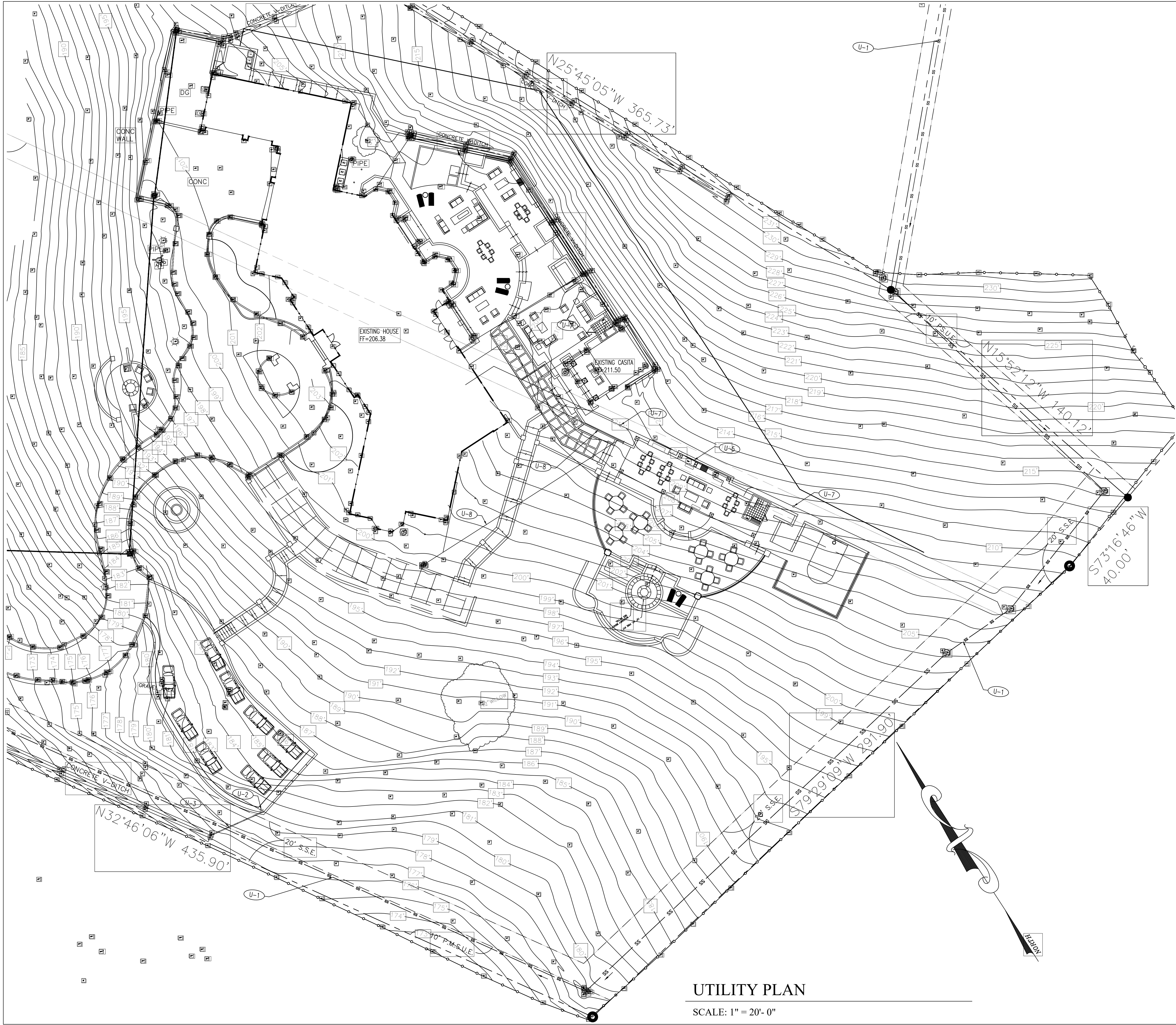
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CHECKED BY: ES

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DATE: 06-24-23

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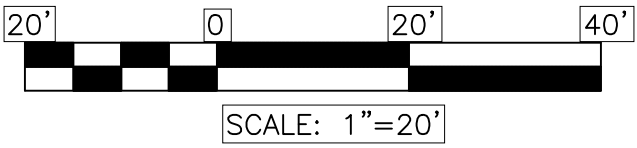


UTILITY PLAN NOTES

- U-1 (E) SANITARY SEWER MAIN.
- U-2 CONSTRUCT (N) AREA DRAIN PER DETAIL 1/C5.0.
- U-3 CONSTRUCT (N) 6" STORM DRAIN PIPE (HDPE) FOR RUNOFF DISCHARGE INTO (E) CONCRETE DITCH.
- U-4 (E) STORM DRAIN.
- U-5 CONSTRUCT (N) 4" SEWER LATERAL (2% SLOPE).
- U-6 CONSTRUCT (N) 4" PERFORATED PIPE AT RETAINING WALL.
- U-7 CONSTRUCT (N) SANITARY SEWER CLEANOUT.
- U-8 PROVIDE (N) 3/4" WATERLINE TO (N) BATH AND (N) PAVILION FROM (E) WATERLINE.

UTILITY PLAN

SCALE: 1" = 20'- 0"



SEAL:

ACKLAND

INTERNATIONAL, INC.

333 Hegenberger Road, Suite 206
San Jose, CA 95128
510.555.1284
acklandyo.sowunn@gmail.com

PROJECT NAME:

NEW CIVIL IMPROVEMENTS PLAN
1350 COUNTRY CLUB DRIVE
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NO.	DATE	DESCRIPTION	BY

SHEET TITLE:

UTILITY PLAN

PROJECT NO.:

S21045

DRAWN BY:

EU

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ES

SCALE:

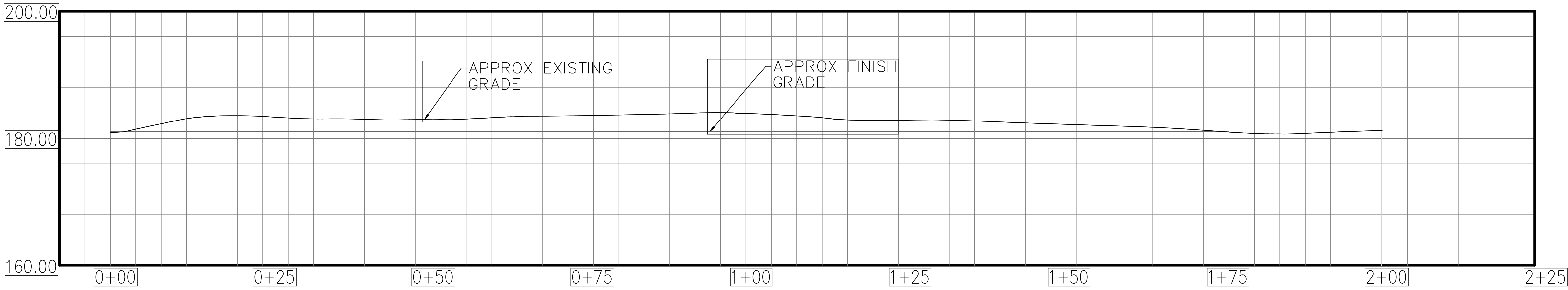
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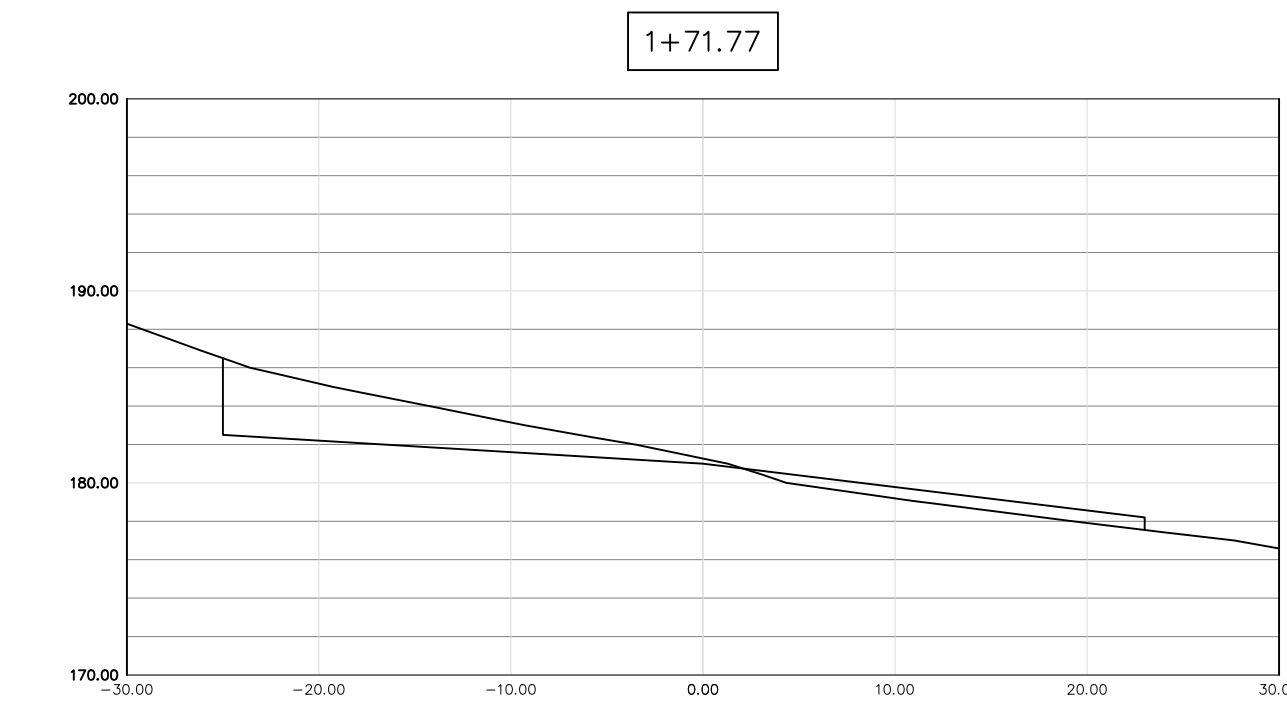
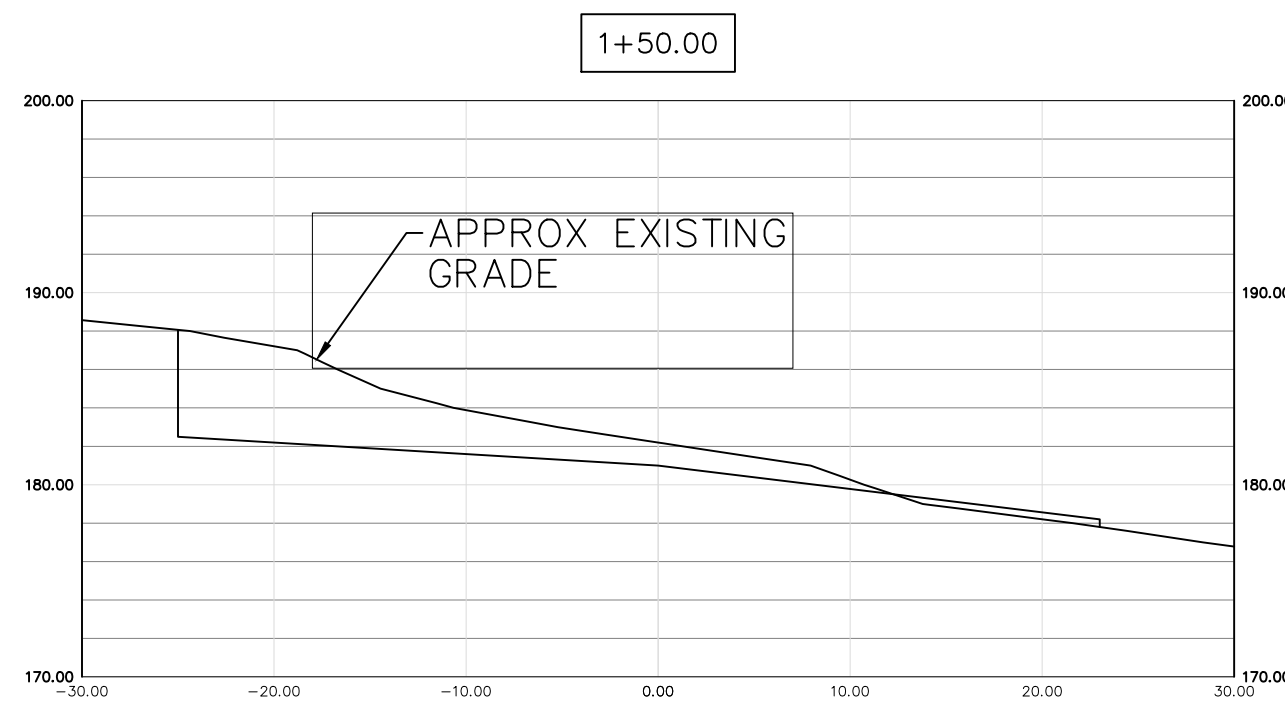
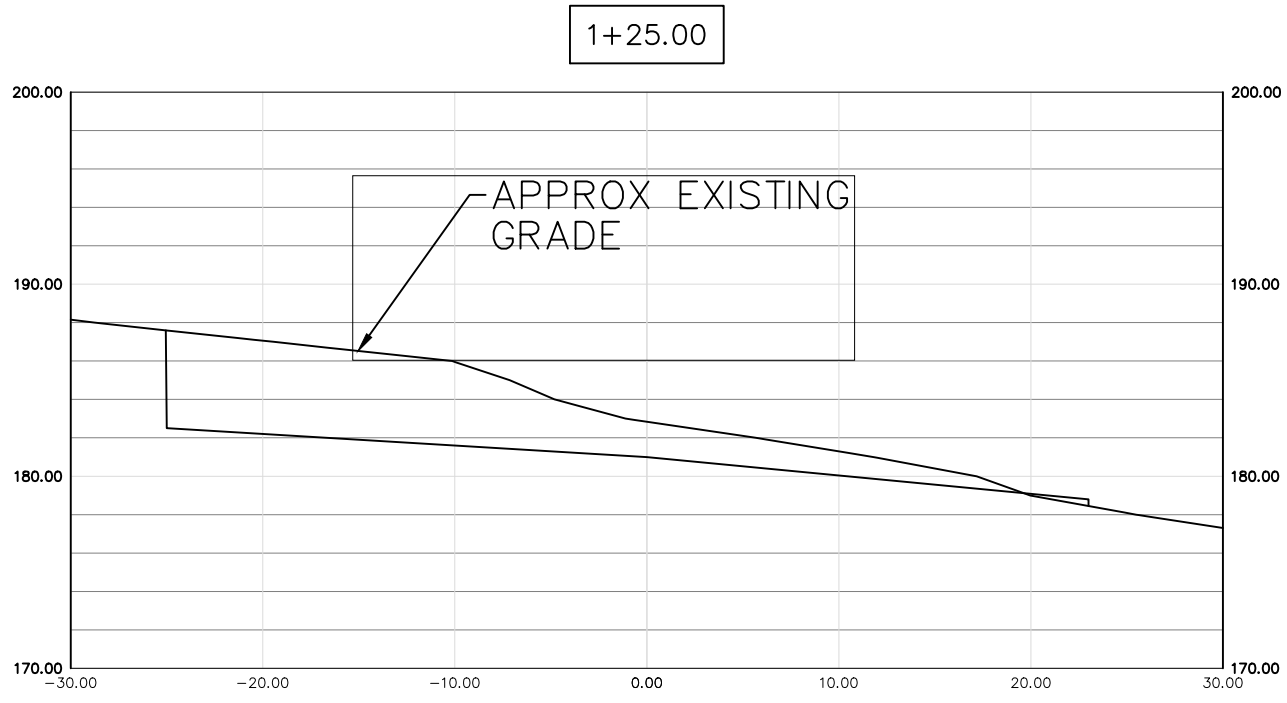
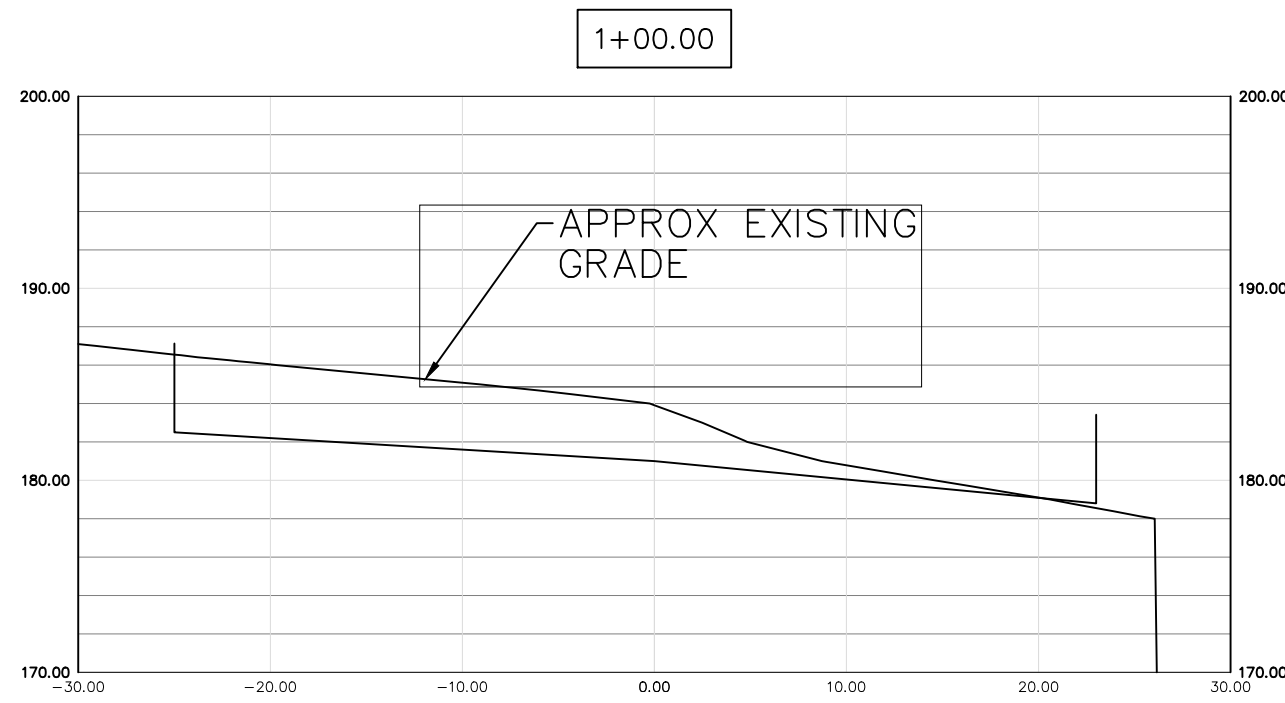
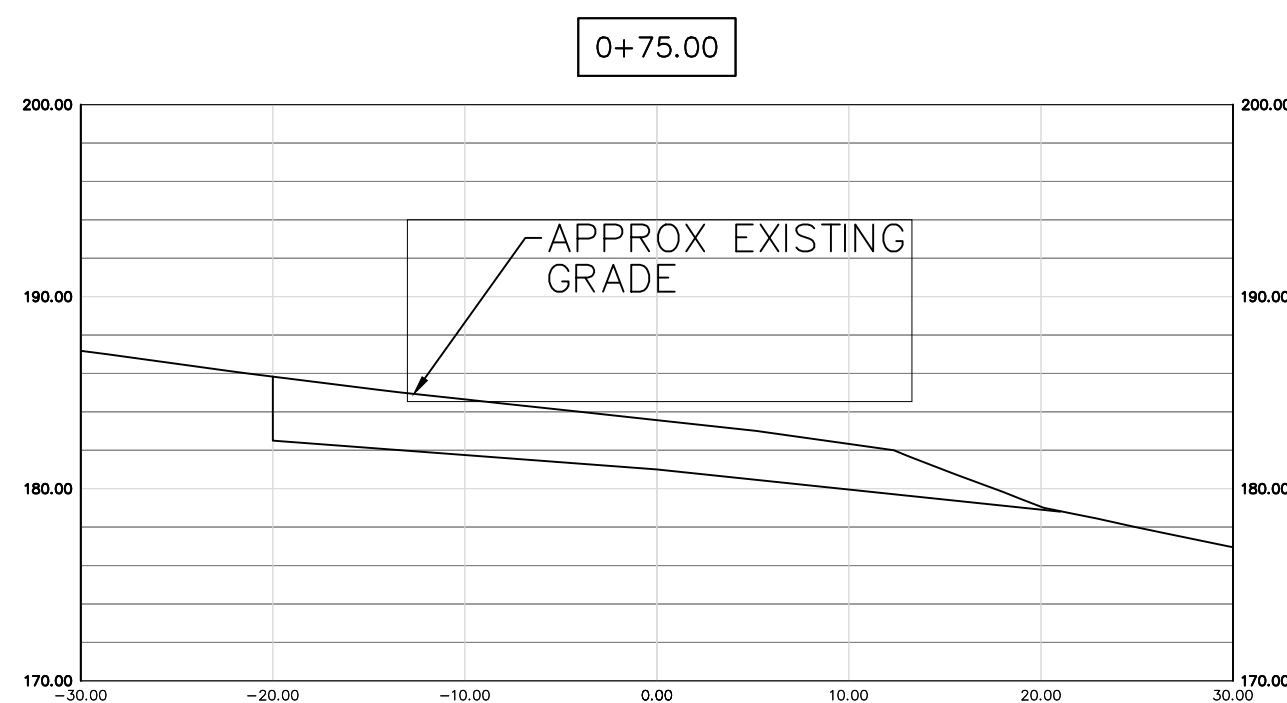
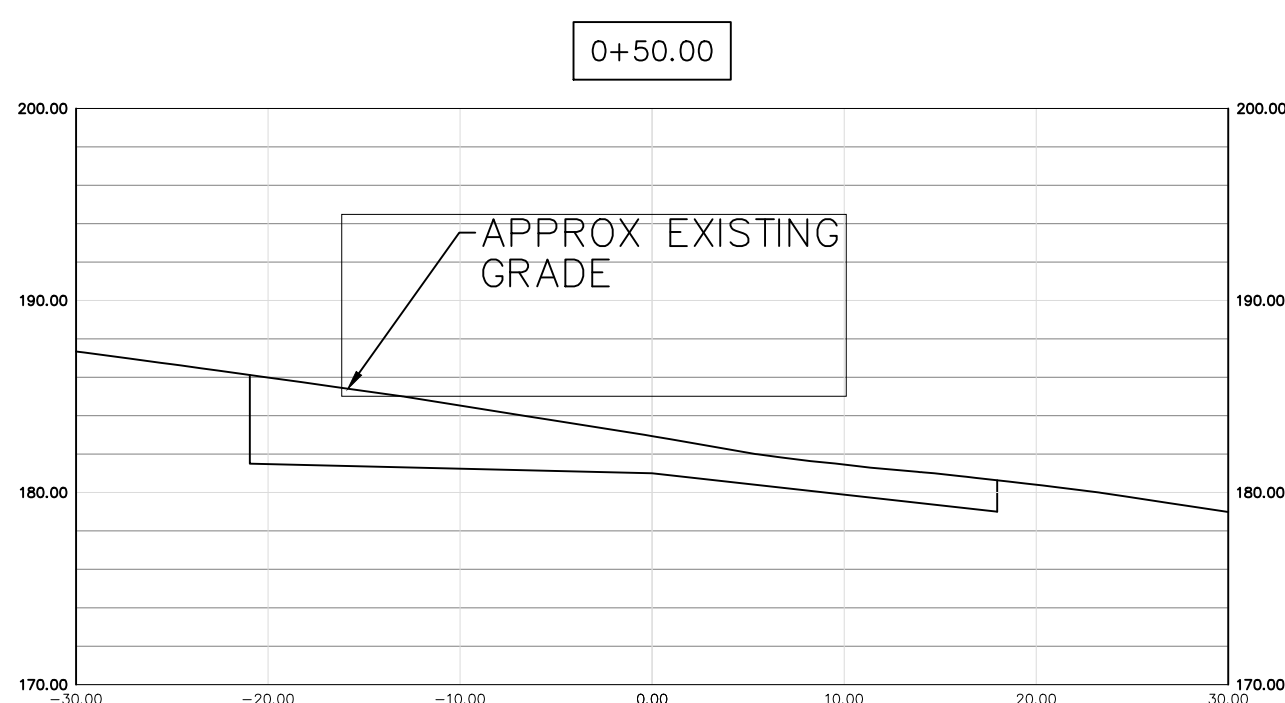
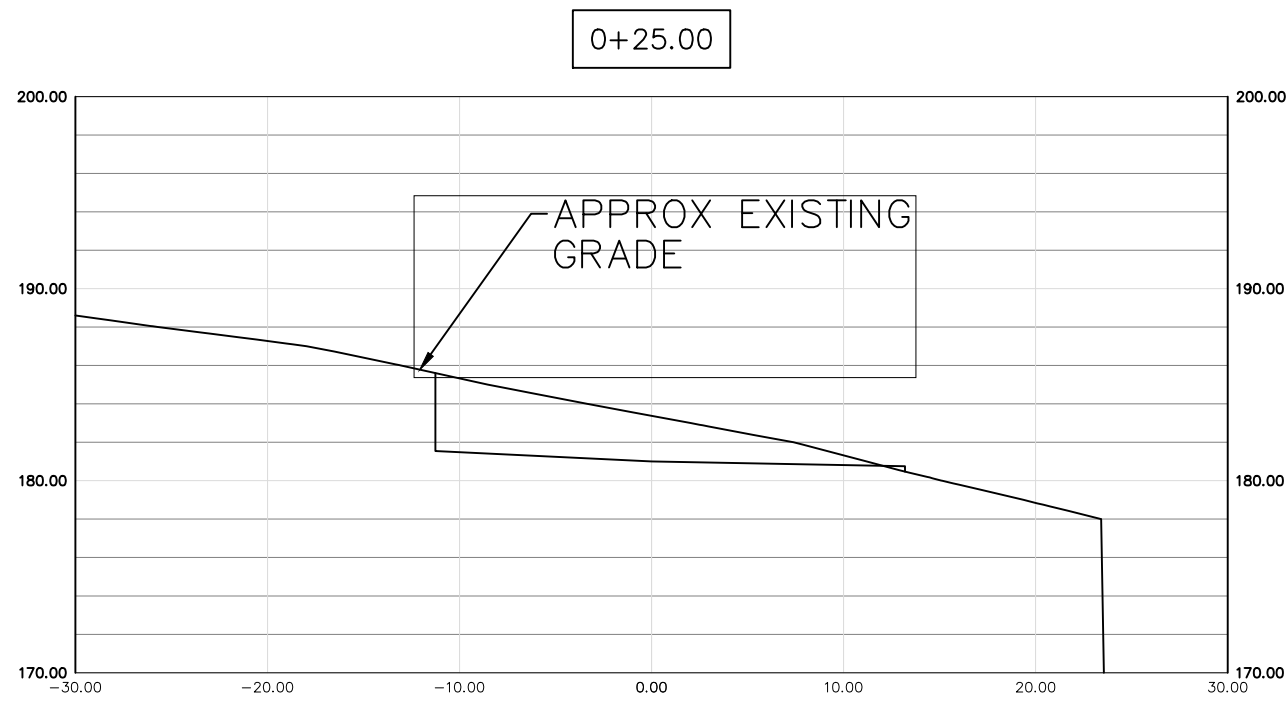
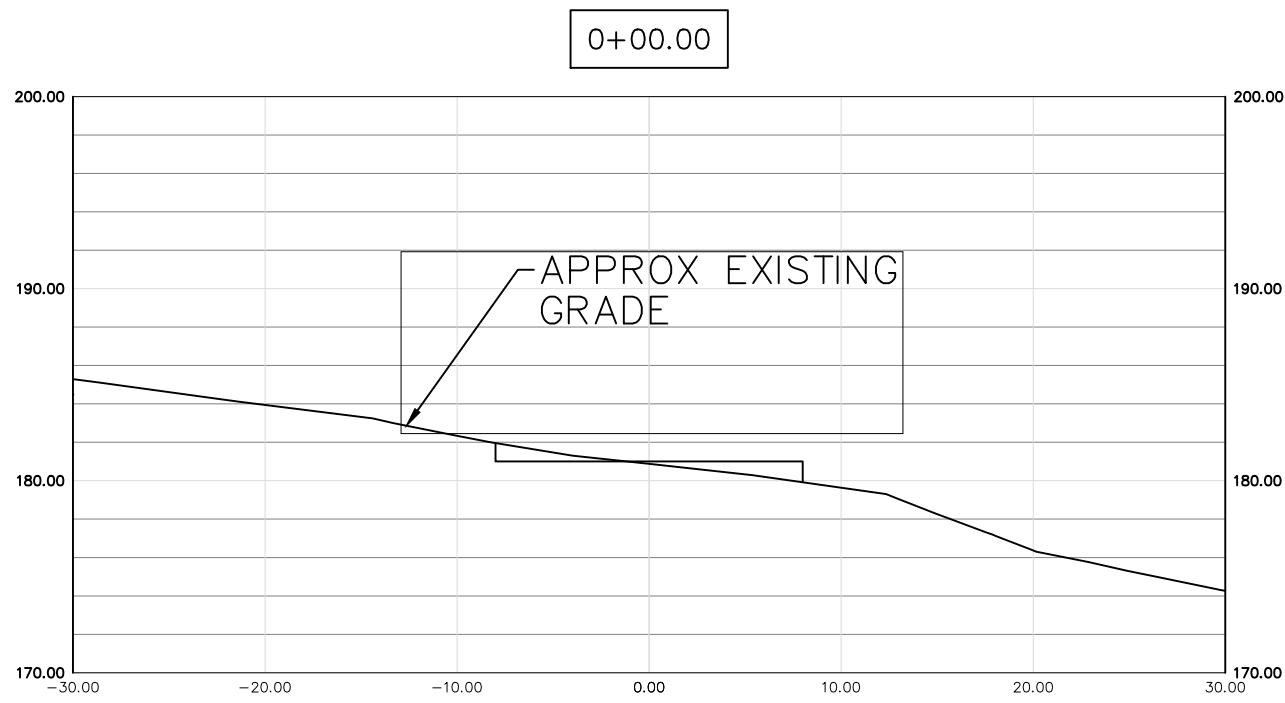
06-24-23

SHEET NO.:

C4.0



PARKING LOT PROFILE
SCALE: 1"=10'-0" HORZ.; 1"=20'-0" VERT.



SEAL:

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INTERNATIONAL, INC.
333 Hegenberger Road, Suite 206
Berkeley, CA 94704
(916) 556-1084
eklandyo.sowunmi@gmail.com

PROJECT NAME:
NEW CIVIL IMPROVEMENTS PLAN
1350 COUNTRY CLUB DRIVE
MILPITAS, CA 95035

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RAJ AND ANNU NAVANI
1350 COUNTRY CLUB DRIVE
MILPITAS, CA 95035

NO.	DATE	DESCRIPTION	BY

SHEET TITLE:

PARKING LOT
PROFILE & SECTIONS

PROJECT NO.: S21045

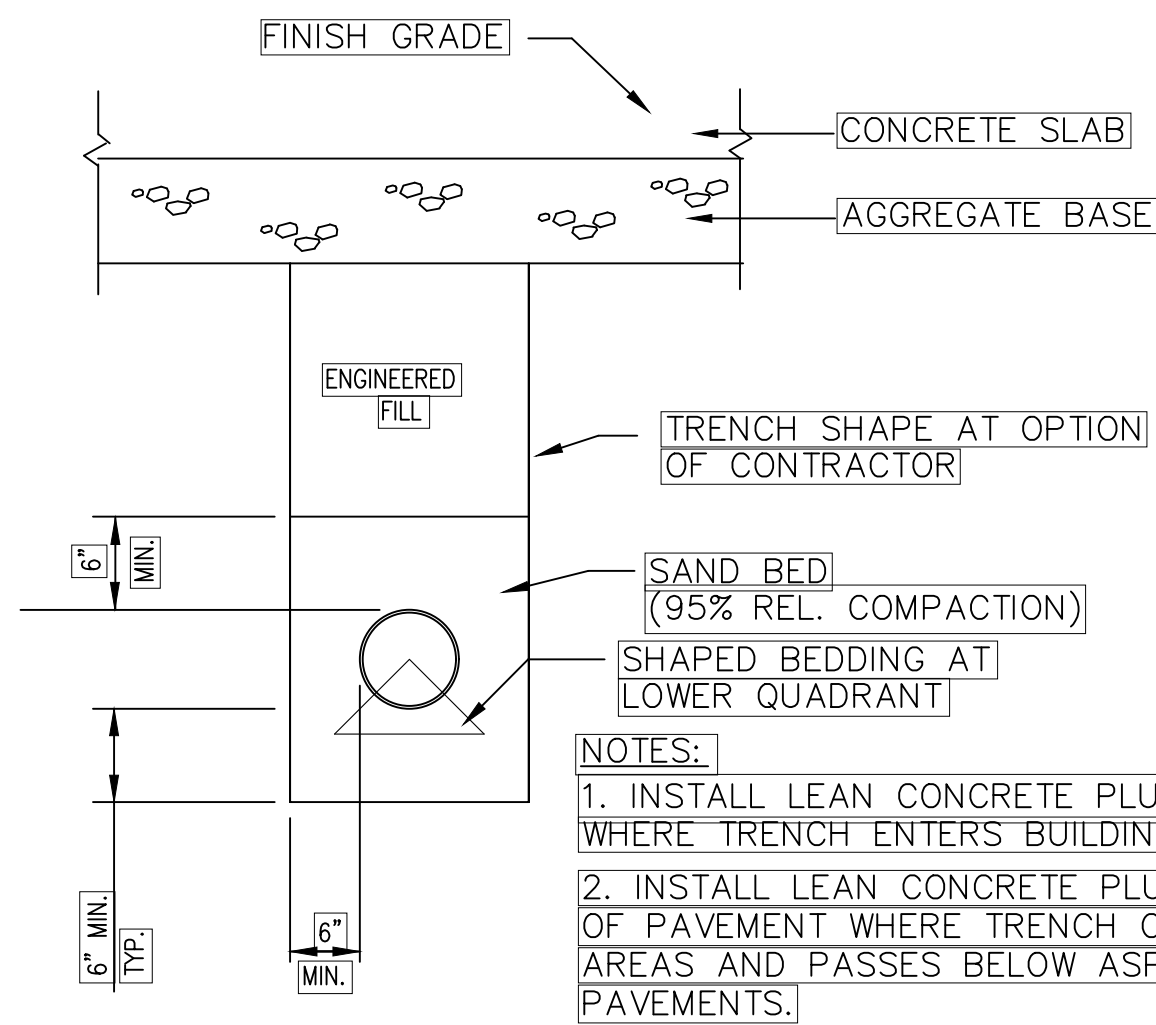
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CHECKED BY: ES

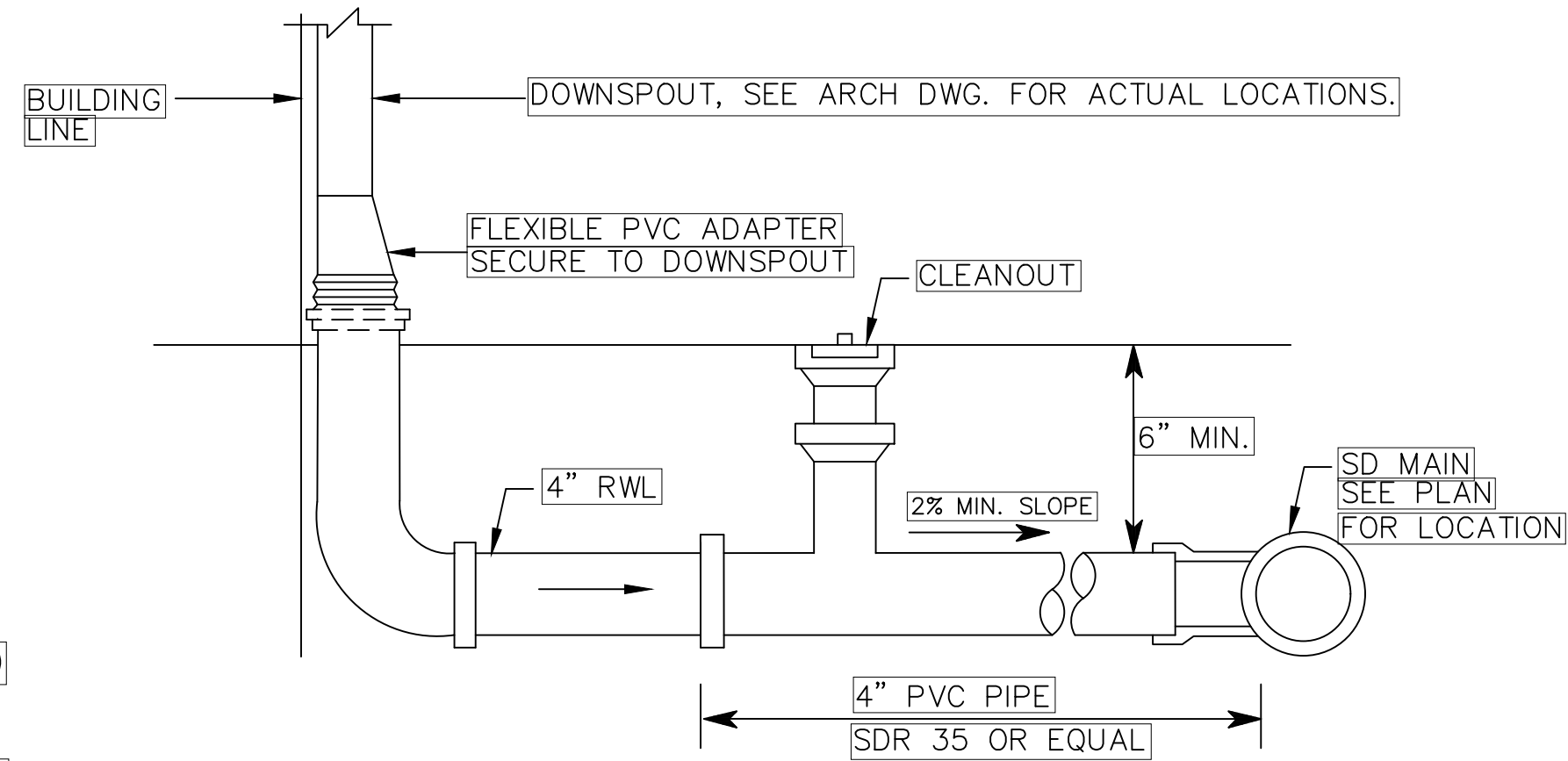
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DATE: 06-24-23

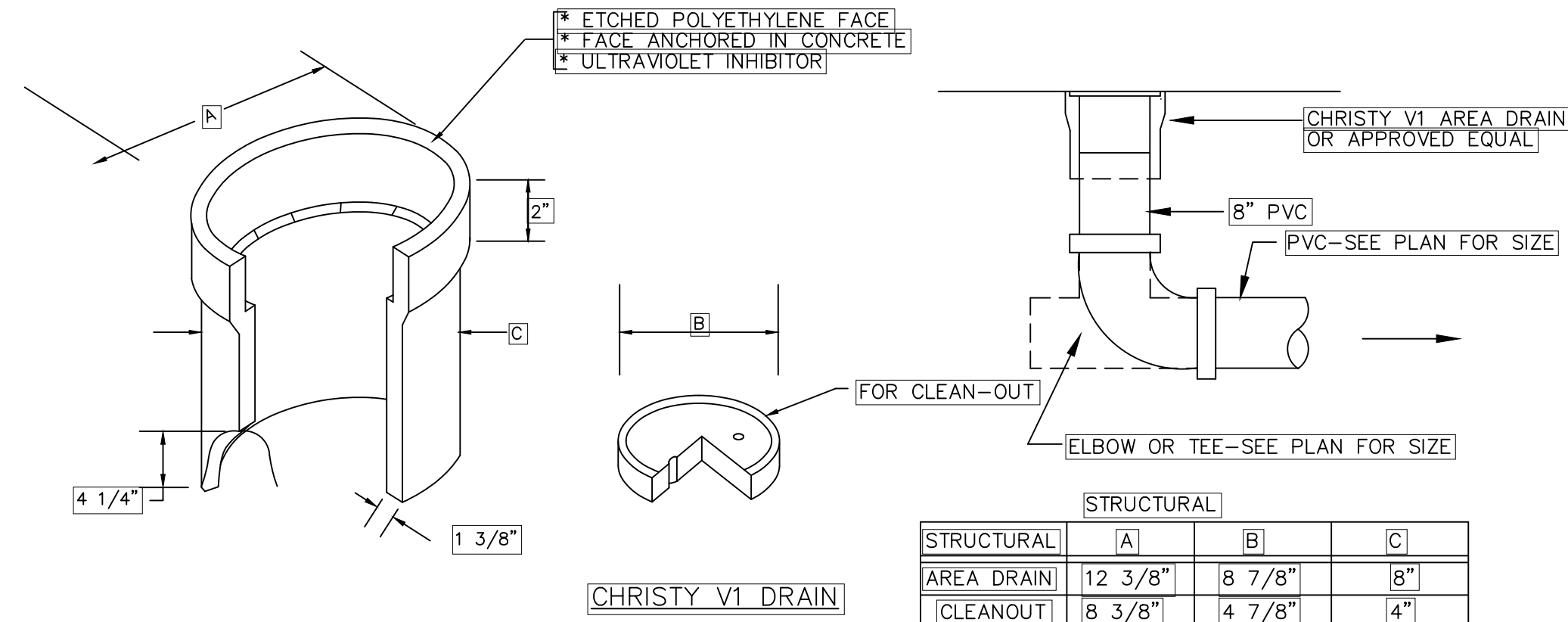
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C4.1



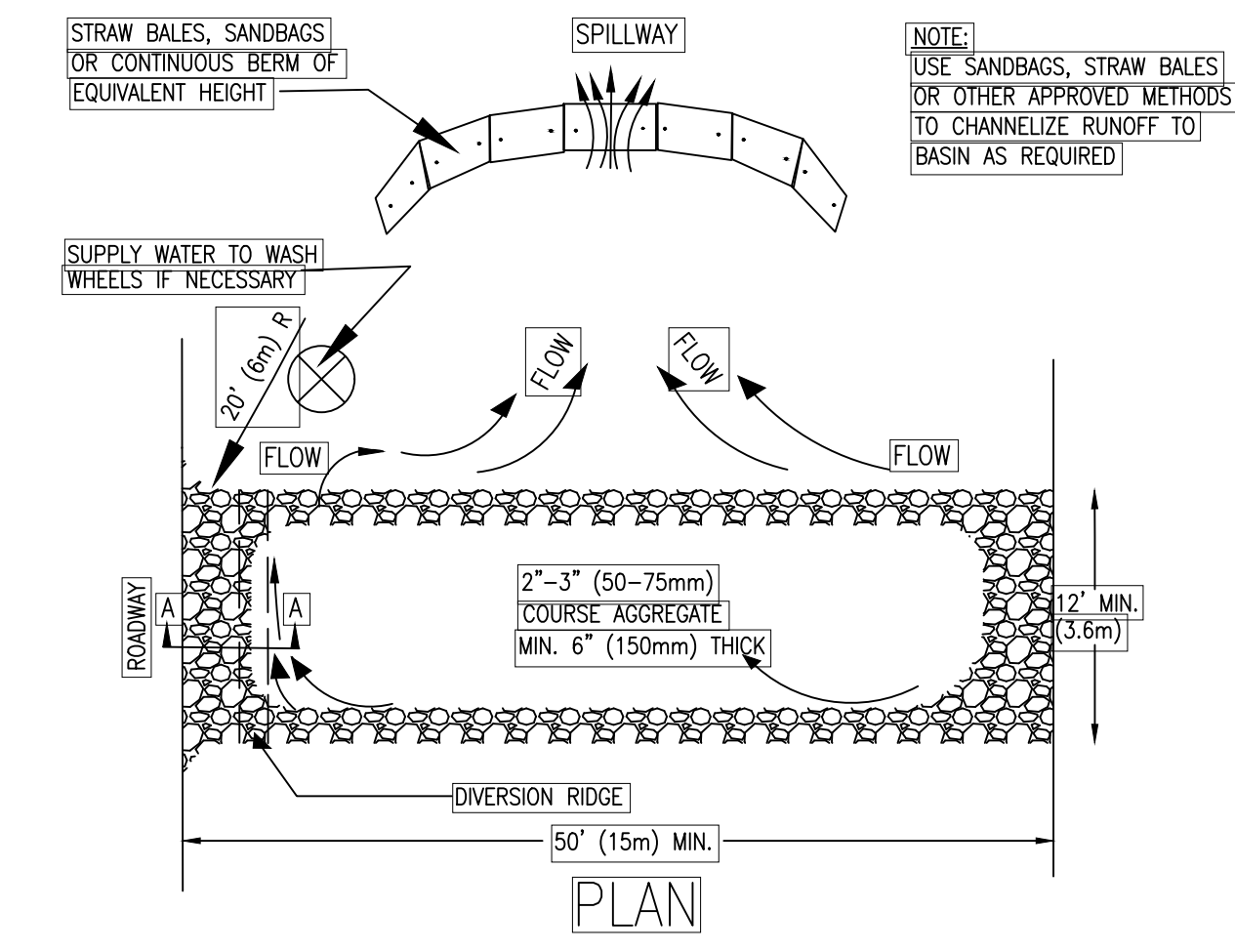
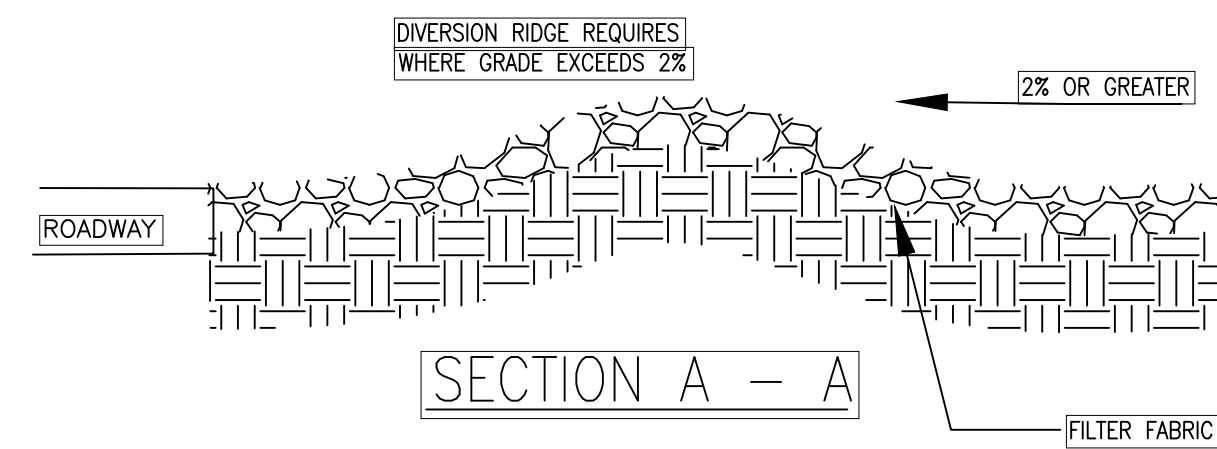
1 TRENCH DETAIL
(C5.0) NTS



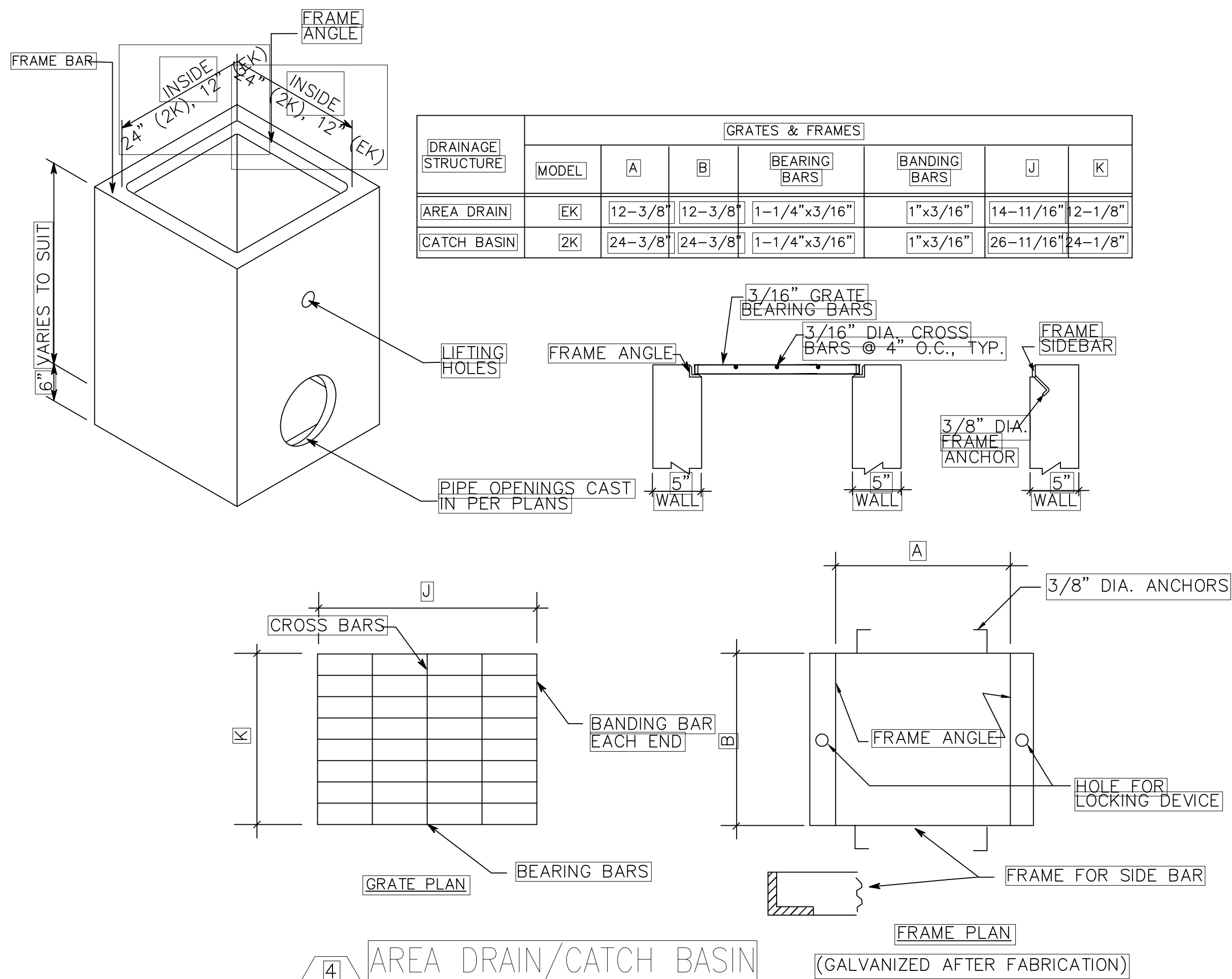
2 DOWNSPOUT TO RWL CONNECTION DETAIL
(C5.0) NTS



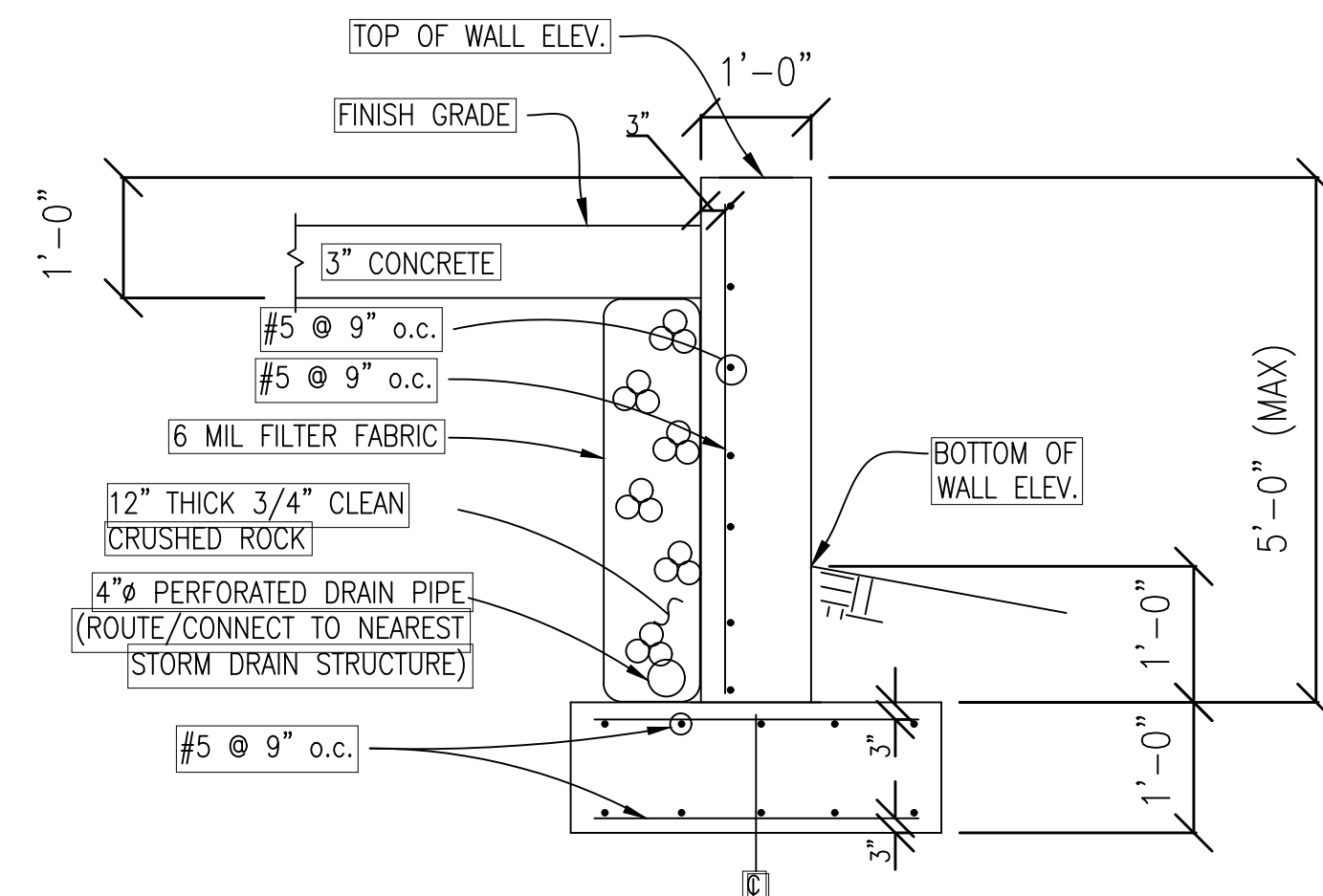
3 STORM DRAIN CLEANOUT DETAIL
(C5.0) NTS



6 STABILIZED CONSTRUCTION ENTRANCE
(C5.0) NTS

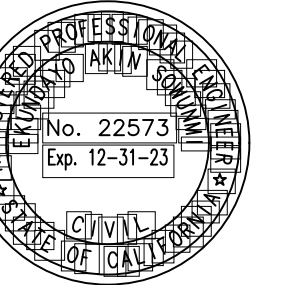


4 AREA DRAIN/CATCH BASIN
(C5.0) NTS

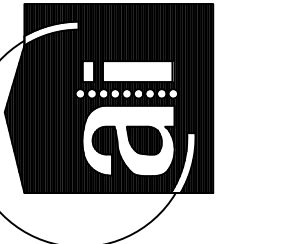


7 RETAINING WALL DETAIL
(C5.0) NTS

SEAL:



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333 Hegenberger Road, Suite 206
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(916) 556-1024
eklandyo.sowunni@gmail.com



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NEW CIVIL IMPROVEMENTS PLAN
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MILPITAS, CA 95035
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RAJ AND ANNU NAVANI
1350 COUNTRY CLUB DRIVE
MILPITAS, CA 95035

NO.	DATE	DESCRIPTION	BY

SHEET TITLE

MISCELLANEOUS
DETAILS

PROJECT NO. S21045

DRAWN BY: EU

CHECKED BY: ES

SCALE: AS SHOWN

DATE: 06-24-23

SHEET NO.

C5.0



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Accept Additional FY 2023 Citizens' Option for Public Safety (COPS) Grant for Front-Line Law Enforcement Services and Approve the Appropriation of Funds to the Police Department's FY2023-24 Operating Budget (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2402)
Category:	Consent Calendar-Public Safety
Meeting Date:	2/6/2024
Recommendation:	(1) Accept additional FY 2023 Citizens' Option for Public Safety (COPS) Grant in the Amount of \$107,573.61 for Front-Line Law Enforcement Services to be spent in alignment with the City Council approved FY 2023 spending plan; and (2) Approve the appropriation of funds in the total amount of \$107,573.61 to the Police Department's FY2023-24 Operating Budget for Front-Line Law Enforcement Services.

BACKGROUND:

In September of 2021, the California State Legislature, through the Citizens' Option for Public Safety (COPS) grant program, awarded the City of Milpitas \$115,913. On May 3, 2022, the City Council approved the Chief of Police's spending plan as follows:

1. Community Safety and Emergency Response Equipment
2. Training and Equipment
3. Unmanned Aerial Vehicle (UAS) Equipment
4. Employee Identification Card System Replacement
5. Logistics and Technological Equipment

In September of 2023, the City of Milpitas received an additional \$107,573.61 for the FY 2023 COPS grant. Government Code section 30062 specifies that these funds must be used exclusively for front-line law enforcement services.

ANALYSIS:

California Government Code section 30061 specifies that the City Council shall appropriate these funds exclusively for front line law enforcement services and in accordance with written requests submitted by the Chief of Police. The City of Milpitas is not required to provide matching funds. The Milpitas Police Department has identified additional training and equipment that can be purchased with this additional funding. The Milpitas Police Department will utilize the additional funding within the scope of the previously approved spending plan categories of *Training and Equipment* and *Unmanned Aerial Vehicle (UAS) Equipment*.

POLICY ALTERNATIVE(S):

Alternative 1: Refuse the additional funding and modified spending plan for the 2023 Citizens' Option for Public Safety (COPS) grant.

Pros: There are no identified benefits to this alternative.

Cons: The Police Department would not be able to purchase the needed training and equipment, or the purchase of the training and equipment would be delayed.

Reason for Not Recommending: The additional FY 2023 COPS award does not require matching funds nor are there any requirements that result in a negative impact.

FISCAL IMPACT:

The grant does not require any matching funds. A budget appropriation of \$107,573.61 is recommended to add to the Police Department's FY 2023-24 operating budget. Per the Council approved Budget Guidelines, any unused funds related to this grant will be carried over to the next fiscal year.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

RECOMMENDATION:

- (1) Accept Additional FY 2023 Citizens' Option for Public Safety (COPS) Grant in the Amount of \$107,573.61 for Front-Line Law Enforcement Services to be Spent in Alignment with the City Council Approved FY 2023 Spending Plan.
- (2) Approve the Appropriation of Funds in the Total Amount of \$107,573.61 to the Police Department's FY2023-24 Operating Budget for Front-Line Law Enforcement Services.

ATTACHMENT(S):

- (a) 2023 COPS Spending Plan
- (b) Budget Change Form

MEMORANDUM

Milpitas Police Department



Jared Hernandez
Chief of Police

DATE: April 12, 2023

TO: All Personnel

FROM: Lisa Beaulieu, Management Analyst *LJB*

SUBJECT: 2023 Citizens Options for Public Safety (COPS) Grant

The Milpitas Police Department was awarded a Citizens Options for Public Safety (COPS) grant in the amount of \$124,855 for the fiscal year of 2023 from the State of California. Thank you to all who offered input on how to best make use of these funds.

Based on the ideas received, we proposed, and the City Council approved on April 4, 2023, the expenditures of these funds will be allocated to the following areas, which we believe will enhance our department's ability to be as effective as possible in delivering services to the citizens of Milpitas:

1.	Community Safety & Emergency Response Equipment	\$53,300
2.	Training and Equipment	\$14,155
3.	Unmanned Aircraft System (UAS) Equipment	\$30,000
4.	Employee Identification Card System Replacement	\$19,200
5.	Logistics and Technological Equipment	\$8,200
	Total:	\$124,855

cc: Chief's Bulletin Board

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From (Credit)		To (Debit)	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	261-3567	\$107,573.61	261-7144223	\$107,573.61

Recommendation: Accept additional FY 2023 Citizens' Option for Public Safety (COPS) Grant in the Amount of \$107,573.61 for Front-Line Law Enforcement Services to be spent in alignment with the City Council approved FY 2023 spending plan; and (2) Approve the appropriation of funds in the total amount of \$107,573.61 to the Police Department's FY2023-24 Operating Budget for Front-Line Law Enforcement Services.

BACKGROUND:

In September of 2021, the California State Legislature, through the Citizens' Option for Public Safety (COPS) grant program, awarded the City of Milpitas \$115,913. On May 3, 2022, the City Council approved the Chief of Police's spending plan as follows:

1. Community Safety and Emergency Response Equipment
2. Training and Equipment
3. Unmanned Aerial Vehicle (UAS) Equipment
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5. Logistics and Technological Equipment

In September of 2023, the City of Milpitas received an additional \$107,573.61 for the FY 2023 COPS grant. Government Code section 30062 specifies that these funds must be used exclusively for front-line law enforcement services.

ANALYSIS:

California Government Code section 30061 specifies that the City Council shall appropriate these funds exclusively for front line law enforcement services and in accordance with written requests submitted by the Chief of Police. The City of Milpitas is not required to provide matching funds. The Milpitas Police Department has identified additional training and equipment that can be purchased with this additional funding. The Milpitas Police Department will utilize the additional funding within the scope of the previously approved spending plan categories of *Training and Equipment* and *Unmanned Aerial Vehicle (UAS) Equipment*.

POLICY ALTERNATIVE(S):

Alternative 1: Refuse the additional funding and modified spending plan for the 2023 Citizens' Option for Public Safety (COPS) grant.

Pros: There are no identified benefits to this alternative.

Cons: The Police Department would not be able to purchase the needed equipment, or the purchase of the equipment would be delayed.

Reason for Not Recommending: The additional FY 2023 COPS award does not require matching funds nor are there any requirements that result in a negative impact.

FISCAL IMPACT:

The grant does not require any matching funds. A budget appropriation of \$107,573.61 is recommended to add to the Police Department's FY 2023-24 operating budget. Per the Council approved Budget Guidelines, any unused funds related to this grant will be carried over to the next fiscal year.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

RECOMMENDATION:

- (1) Accept Additional FY 2023 Citizens' Option for Public Safety (COPS) Grant in the Amount of \$107,573.61 for Front-Line Law Enforcement Services to be Spent in Alignment with the City Council Approved FY 2023 Spending Plan.
- (2) Approve the Appropriation of Funds in the Total Amount of \$107,573.61 to the Police Department's FY2023-24 Operating Budget for Front-Line Law Enforcement Services.

ATTACHMENT(S):

- (a) 2023 COPS Spending Plan
- (b) Budget Change Form

☐ Check if City Council Approval required.

Meeting: February 6, 2024

Requested by:	Department Head: Jared Hernandez	Date: February 6, 2024
Reviewed by:	Finance Director: Lauren Lai	Date: February 6, 2024
Approved by:	City Manager: Ned Thomas	Date: February 6, 2024
Date approved by City Council, if required:		Confirmed by:

FI/24786/V

Form 30-222 (Rev. 1/92)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Accept the FY 2024 Citizens' Option for Public Safety (COPS) Grant for Front-Line Law Enforcement Services and Approve the Appropriation of Funds to the Police Department's FY2023-24 Operating Budget (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)
Category:	Consent Calendar-Public Safety
Meeting Date:	2/6/2024
Recommendation:	(1) Accept the FY 2024 Citizens' Option for Public Safety (COPS) Grant in the amount of \$126,044.00 for Front-Line Law Enforcement Services; and (2) Approve the appropriation of funds in the total amount of \$126,044.00 to the Police Department's FY2023-24 Operating Budget for Front-Line Law Enforcement Services.

BACKGROUND:

The Citizens' Option for Public Safety (COPS) program was originally adopted in Assembly Bill 3229 (Brulte) 1996 with funding from the state general fund. The COPS grant program provides funding for front-line law enforcement (municipal police, county sheriffs, and police protection districts); county jails; district attorneys for prosecution; and local juvenile justice programs (since FY 2001).

In FY 2001, the law was amended to provide a minimum frontline law enforcement allocation of \$100,000 to any local agency receiving funding under the program. These moneys must supplement existing services and may not be used to supplant any existing funding for law enforcement services.

The City of Milpitas' FY 2024 COPS Grant award is \$126,044. The Police Department has proposed a grant funding spending plan, as outlined below.

ANALYSIS:

The City of Milpitas is not required to provide matching funds. California Government Code section 30062 specifies that these funds must be used exclusively for front line law enforcement services. These funds shall be appropriated pursuant to a written request from the Chief of Police. The Milpitas Police Department recommends the following front-line municipal police services to be purchased with the FY 2024 COPS Grant:

1. Community Engagement and Recruitment Supplies
2. Equipment Security and Storage Systems
3. Firearms Equipment and Training
4. Safety Equipment and Training
5. Polygraph Examiner Training and Travel Expenses

POLICY ALTERNATIVE(S):

Alternative 1: Refuse the FY 2024 Citizen's Option for Public Safety (COPS) grant award.

Pros: There are no identified benefits to this alternative.

Cons: The Police Department would not be able to purchase the needed equipment and training, or the purchase of the equipment/training would be delayed.

Reason for Not Recommending: The FY 2024 COPS grant award does not require matching funds nor are there any requirements that result in a negative impact.

FISCAL IMPACT:

The grant does not require any matching funds. A budget appropriation of \$126,044 is recommended to add to the Police Department's FY 2023-24 operating budget for the purchase of the equipment and services within the scope of the spending plan. Per the Council approved Budget Guidelines, any unused funds related to this grant will be carried over to the next fiscal year.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

RECOMMENDATION:

- (1) Accept the FY 2024 Citizens' Option for Public Safety (COPS) Grant in the Amount of \$126,044.00 for Front-Line Law Enforcement Services.
- (2) Approve the Appropriation of Funds in the Total Amount of \$126,044.00 to the Police Department's FY2023-24 Operating Budget for Front-Line Law Enforcement Services.

ATTACHMENT(S):

- (a) COPS 2024 Spending Plan
- (b) Budget Change Form



MEMORANDUM

Milpitas Police Department

DATE: February 6, 2024

TO: Honorable Mayor and City Council

THROUGH: Ned Thomas, City Manager

FROM: Jared Hernandez, Chief of Police

SUBJECT: **FY 2024 Citizen Options for Public Safety (COPS) Grant**

The City of Milpitas anticipates receiving FY 2024 Citizens Option for Public Safety (COPS) funds from the state pursuant to Government Code 30061-30063, in the amount of \$126,044. These funds must be used to support front-line law enforcement services and must supplement and not supplant existing funding for front-line law enforcement services. No City matching funds are required.

These funds shall be appropriated pursuant to written request from the Chief of Police of the law enforcement agency that provides police services for the city. The request shall specify the front-line law enforcement needs of the requesting entity including the personnel, equipment, and programs that are necessary to meet those needs.

Below are the recommended approximate expenditures for COPS grant monies for fiscal year 2024:

1.	Community Engagement and Recruitment Supplies	\$6,000
2.	Equipment Security and Storage Systems	\$66,550
3.	Firearms Equipment and Training	\$10,544
4.	Safety Equipment and Training	\$18,250
5.	Polygraph Examiner Training and Travel Expenses	\$24,700
	Total:	\$126,044

Details on these spending areas are as follows:

1. Community Engagement and Recruitment Supplies

The Police Department currently hosts and participates in a variety of community events throughout the year to consistently build and maintain positive relationships with our community. For example, the Police Department conducts crime prevention presentations, produces crime prevention media, and deploys equipment and technology to deter and prevent criminal activity. In addition, the department attends various recruitment events throughout the year where high-quality recruitment supplies (banners, MPD swag, challenge coins, etc.) are essential in effectively attracting and

engaging with potential job applicants. Therefore, the purchase of additional supplies and equipment is needed to continue to fulfill the department's community engagement and recruitment efforts.

2. Equipment Security and Storage Systems

The Special Weapons and Tactics (SWAT) team has outgrown its current storage space and the existing lockers designed to store specialty equipment and uniforms are 15+ years old and in poor condition due to wear and tear over the years. Security fencing in the Police Department basement will allow the SWAT team storage area to be relocated to a more suitable space and updating the existing lockers will allow for safe and efficient storage of the team's specialized equipment.

3. Firearms Equipment and Training

The purchase and/or replacement of firearms, less-lethal devices, less-lethal ammunition, firearms accessories, training courses, and equipment will maintain the firearm program inventory and ensure proper training in the use of the equipment and in de-escalation techniques. Ensuring that police personnel are properly equipped and trained with reliable tools and leveraging the latest proven technology will improve police response and reduce liability.

4. Safety Equipment and Training

The purchase of equipment designed for rapid deployment in the field will protect officers and citizens during critical incidents. Protective equipment (such as ballistic plate carriers), specialized imaging equipment, and related training will ensure officers are properly equipped and trained for potential critical and/or violent encounters.

5. Polygraph Examiner Training and Travel Expenses

The Police Department utilizes polygraph as a valuable tool in criminal investigations and for police department job candidate screening as part of the pre-employment background investigation process. The department currently has four (4) polygraph examiners, however due to personnel movement and promotions within the organization as well as anticipated future recruitment and workload for the polygraph unit, adding an additional examiner will afford the department more efficiency in scheduling polygraph screenings and will support succession planning efforts.

RECOMMENDATION:

Allocate the 2024 COPS grant funds (\$126,044) to the above program areas.

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From (Credit)		To (Debit)	
	Account	Amount	Account	Amount
Check one:	261-3567	\$126,044	261-7214223	\$6,000
☒ Budget Appropriation			261-7214223	\$66,550
			261-7214223	\$10,544
			261-7214223	\$18,250
☐ Budget Transfer			261-7214223	\$24,700

Recommendation: (1) Accept the FY 2024 Citizens' Option for Public Safety (COPS) Grant in the amount of \$126,044.00 for Front-Line Law Enforcement Services; and (2) Approve the appropriation of funds in the total amount of \$126,044.00 to the Police Department's FY2023-24 Operating Budget for Front-Line Law Enforcement Services.

BACKGROUND:

The Citizens' Option for Public Safety (COPS) program was originally adopted in Assembly Bill 3229 (Brulte) 1996 with funding from the state general fund. The COPS grant program provides funding for front-line law enforcement (municipal police, county sheriffs, and police protection districts); county jails; district attorneys for prosecution; and local juvenile justice programs (since FY 2001).

In FY 2001, the law was amended to provide a minimum frontline law enforcement allocation of \$100,000 to any local agency receiving funding under the program. These moneys must supplement existing services and may not be used to supplant any existing funding for law enforcement services.

The City of Milpitas' FY 2024 COPS Grant award is \$126,044. The Police Department has proposed a grant funding spending plan, as outlined below.

ANALYSIS:

The City of Milpitas is not required to provide matching funds. California Government Code section 30062 specifies that these funds must be used exclusively for front line law enforcement services. These funds shall be appropriated pursuant to a written request from the Chief of Police. The Milpitas Police Department recommends the following front-line municipal police services to be purchased with the FY 2024 COPS Grant:

1. Community Engagement and Recruitment Supplies
2. Equipment Security and Storage Systems
3. Firearms Equipment and Training
4. Safety Equipment and Training
5. Polygraph Examiner Training and Travel Expenses

POLICY ALTERNATIVE(S):

Alternative 1: Refuse the FY 2024 Citizen's Option for Public Safety (COPS) grant award.

Pros: There are no identified benefits to this alternative.

Cons: The Police Department would not be able to purchase the needed equipment and training, or the purchase of the equipment/training would be delayed.

Reason for Not Recommending: The FY 2024 COPS grant award does not require matching funds nor are there any requirements that result in a negative impact.

FISCAL IMPACT:

The grant does not require any matching funds. A budget appropriation of \$126,044 is recommended to add to the Police Department's FY 2023-24 operating budget for the purchase of the equipment and services within the scope of the spending plan. Per the Council approved Budget Guidelines, any unused funds related to this grant will be carried over to the next fiscal year.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

RECOMMENDATION:

- (1) Accept the FY 2024 Citizens' Option for Public Safety (COPS) Grant in the Amount of \$126,044.00 for Front-Line Law Enforcement Services.
- (2) Approve the Appropriation of Funds in the Total Amount of \$126,044.00 to the Police Department's FY2023-24 Operating Budget for Front-Line Law Enforcement Services.

ATTACHMENT(S):

- (a) COPS 2024 Spending Plan
- (b) Budget Change Form

☐ Check if City Council Approval required.

Meeting: February 6, 2024

Requested by:	Department Head: Jared Hernandez	Date: February 6, 2024
Reviewed by:	Finance Director: Lauren Lai	Date: February 6, 2024
Approved by:	City Manager: Ned Thomas	Date: February 6, 2024
Date approved by City Council, if required:		Confirmed by:

FI/24786/V

Form 30-222 (Rev. 1/92)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to Approve Project Specifications, Award Construction Contract to Villalobos & Associates, Inc. for the 2023 Annual Sidewalk, Curb, and Gutter Repair Project No. 3426 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	2/6/2024
Recommendation:	Adopt a resolution to (1) approve project contract documents and specifications; (2) award a construction contract to the lowest responsible and responsive bidder, Villalobos & Associates, Inc., in the amount of \$562,415.00 for CIP 3426 Annual Sidewalk, Curb, and Gutter Repair Project; (3) authorize the City Manager to execute the construction contract with Villalobos & Associates, Inc.; and (4) authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$56,000.00 for the project.

Background:

In 2016, Council approved CIP No. 3426, Annual Sidewalk, Curb, and Gutter Repair (Project) to provide funding for the repairs and replacement of sidewalk and curb and gutter throughout the City. Project work, when completed, increases pedestrian safety and enhances accessibility for travel on sidewalks within the City right-of-way and facilities.

Analysis:

On December 1, 2023, the Public Works Department released an Invitation for Bid (IFB) for the annual project. The IFB was publicly noticed in accordance with the City's municipal code and advertised on the City's website, as well as the Planroom hosted on www.printscharlesplanroom.com. A mandatory-pre bid conference was held on December 14, 2023, and attended by nine contractor companies. Six bids were received by the January 11, 2024 deadline to respond to the IFB. After reviewing the required bid documents, Villalobos & Associates was the lowest responsible bidder submitting a responsive bid. The bid submitted was below the City's estimate for these services. There were no add alternates for the project.

BIDDING CONTRACTOR	BASE BID
1. Villalobos & Associates, Inc.	\$562,415.00
2. JJR Construction, Inc.	\$592,124.26*
3. MCE Corporation	\$697,556.40
4. Valley Concrete	\$698,993.10
5. Brixo Construction (formerly Asphalt Surfacing Inc.)	\$927,347.40
6. FBD Vanguard Construction, Inc.	\$992,128.00

**Corrected from \$592,760.26 due to contractor math error.*

Staff recommends the City Council award the contract for the Project to Villalobos & Associates, Inc. for the amount of \$562,415.00 and authorize the Director of Public Works to execute contract change orders in an aggregate amount not to exceed \$56,000.00. This change order authority will allow for timely resolution of most issues likely to be identified during the excavation and removal of the damaged concrete.

Award of this contract will replace approximately 21,696 square feet of sidewalk, 1,125 linear feet of curb & gutter and resolve a variety of other concrete issues at over 150 locations across the City. When completed, an estimated 125 outstanding MyMilpitas work order requests will be resolved.

Policy Alternatives:

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

Pros: Increased pedestrian safety, accessibility and drainage.

Cons: City staff does not have the resources to timely complete this Project and complete other required maintenance.

Reason not recommended: The City does not have enough resources to perform the sidewalk repairs, as well as continue staff work on operation and maintenance of the City's infrastructure. The timeline for the replacement of the sidewalk would be delayed.

Fiscal Impact:

The proposed Project contract is in the amount of \$562,415.00, with the authority to execute contract change order(s) in the aggregate amount not to exceed \$56,000.00 for a total authorized contract amount of \$618,415.00. Sufficient funds for the project are available in CIP 3426 – Annual Sidewalk, Curb, and Gutter Repair. Funding for CIP 3426 in FY23-24 comes from the Gas Tax Fund. As of January 24, 2024, the balance in CIP 3426 is \$841,532.43.

California Environmental Quality Act:

The City Council's action to award a contract for sidewalk repair exempt from environmental review pursuant to CEQA Guideline 15301(c) allowing for repair of sidewalks as the proposed work contemplates the repair and maintenance of existing public facilities (sidewalks) involving negligible or no expansion of use.

Recommendation:

Adopt a resolution to:

1. Approve Project Contract Documents and Specifications
2. Award the Construction Contract to the Lowest Responsible and Responsive Bidder, Villalobos & Associates, Inc., for the 2023 Annual Sidewalk, Curb, and Gutter Repair Project. Project No. 3426.
3. Authorize the City Manager to Execute the Construction Contract with Villalobos & Associates, Inc.
4. Authorize the Public Works Director to Negotiate and Execute Contract Change Order(s).

Attachments

- (a) Resolution
- (b) Project Contract Documents and Specifications Title Sheet
- (c) Bid Tabulation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE PROJECT SPECIFICATIONS, AWARDING THE CONSTRUCTION CONTRACT TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER, VILLALOBOS & ASSOCIATES, INC, IN THE AMOUNT OF \$ 562,415.00 FOR THE 2023 ANNUAL SIDEWALK, CURB, AND GUTTER REPAIR PROJECT, CITY PROJECT NO. 3426; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT WITH VILLALOBOS & ASSOCIATES, INC; AUTHORIZING THE PUBLIC WORKS DIRECTOR TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED \$56,000 FOR THE PROJECT.

WHEREAS, 2023 Annual Sidewalk, Curb, and Gutter Repair Project, City Project No. 3426 (collectively referred to herein as the "Project"), which will include localized repair of sidewalks, curb and gutter, drive approaches, ADA compliant curb ramps, park strip removal, installation of root barrier, and removal / replacement of asphalt. Work will occur throughout the City and are estimated to remove and replace:

- 21,697 square feet of sidewalk,
- 212 square feet of drive approach,
- 1,125 linear feet of curb and gutter,
- 12 ADA complaint curb ramps

WHEREAS, the Engineer's Estimate for the base bid Project work is \$637,000-\$740,000; and

WHEREAS, on January 11, 2024, 6 sealed bid proposals were received. The bid pricing ranged from \$562,415.00 to \$992,128.00. The lowest responsible bidder submitting a responsive bid is Villalobos & Associates, Inc, in the amount of \$562,415.00; and

WHEREAS, no bid protest was filed with the City within five (5) days of the bid opening as set forth in the Project specifications; and

WHEREAS, sufficient funds to award the Project are available in the Project budget; and

WHEREAS, staff recommends the City Council approve the project contract documents and specifications; and

WHEREAS, staff recommends the City Council award a construction contract to Villalobos & Associates, Inc., the lowest responsible and responsive bidder for the Project, and authorize the City Manager to execute a contract in the amount of \$562,415.00 for the 2023 Annual Sidewalk, Curb, and Gutter Repair Project, Project No 3426; and

WHEREAS, staff recommends the City Council authorize the Public Works Director to negotiate and execute change order(s) in an amount not to exceed \$56,000, approximately ten percent (10%) of the total contract value, to allow staff to respond swiftly to unanticipated construction conditions and to limit potential claims or risk to the City; and

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby approves the projects contract documents and specifications.
3. The City Council hereby awards the construction contract to and authorizes the City Manager to execute the contract and related documents with the lowest responsible and responsive bidder, Villalobos & Associates, Inc., in the amount of \$562,415.00 for the 2023 Annual Sidewalk, Curb, and Gutter Repair Project, City Project No. 3426.
4. The City Manager is hereby authorized to execute the construction contract with Villalobos & Associates, Inc. for the Project.
5. The Public Works Director is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$56,000.00 for the Project.

PASSED AND ADOPTED this 6th day of February, 2024 the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney



CITY OF MILPITAS
MILPITAS, CALIFORNIA

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR
2023 ANNUAL SIDEWALK AND CURB & GUTTER PROJECT

CIP NO. 3426

Recommended for Bidding: _____
Project Manager

Approved for Bidding: _____
Director

Item No	Item Description	Unit	Total Quantity	Villalobos & Associates		JJR Construction		MCE Corp.		Valley Concrete		Brixco Const.		Vanguard Const.	
				Unit Price (\$)	Total	Unit Price (\$)	Total	Unit Price (\$)	Total	Unit Price (\$)	Total	Unit Price (\$)	Total	Unit Price (\$)	Total
1	Administration of Diversion of Waste Recyclable	LS	1	5000	\$ 5,000.00	1	\$ 1.00	3500	\$ 3,500.00	2500	\$ 2,500.00	42000	\$ 42,000.00	1880	\$ 1,880.00
2	Remove and Replace 4" Sidewalk	SF	21697	19	\$ 412,243.00	18.74	\$ 406,601.78	20	\$ 433,940.00	17.88	\$ 387,942.36	31.7	\$ 687,794.90	34	\$ 737,698.00
3	Remove and Replace 6" Drive Approach	SF	212	21	\$ 4,452.00	26.79	\$ 5,679.48	24.7	\$ 5,236.40	22.52	\$ 4,774.24	41	\$ 8,692.00	40	\$ 8,480.00
4	Remove and Replace Curb & Gutter	LF	1125	56	\$ 63,000.00	74	\$ 83,250.00	92	\$ 103,500.00	94.26	\$ 106,042.50	82.5	\$ 92,812.50	70	\$ 78,750.00
5	Remove Park Strip Improvements	SF	132	10	\$ 1,320.00	6	\$ 792.00	45	\$ 5,940.00	9.5	\$ 1,254.00	29	\$ 3,828.00	10	\$ 1,320.00
6A	Curb Ramp - Type A	EA	2	5500	\$ 11,000.00	5800	\$ 11,600.00	8950	\$ 17,900.00	11120	\$ 22,240.00	4070	\$ 8,140.00	8000	\$ 16,000.00
6B	Curb Ramp - Type B	EA	2	5500	\$ 11,000.00	7200	\$ 14,400.00	9200	\$ 18,400.00	11120	\$ 22,240.00	4070	\$ 8,140.00	10000	\$ 20,000.00
6C	Curb Ramp - Type C	EA	8	5500	\$ 44,000.00	6500	\$ 52,000.00	8700	\$ 69,600.00	10250	\$ 82,000.00	4910	\$ 39,280.00	10000	\$ 80,000.00
7	Root Barrier	LF	200	9	\$ 1,800.00	5	\$ 1,000.00	120	\$ 24,000.00	35	\$ 7,000.00	30	\$ 6,000.00	30	\$ 6,000.00
8	Remove / Replace Asphalt	Ton	42	300	\$ 12,600.00	400	\$ 16,800.00	370	\$ 15,540.00	1500	\$ 63,000.00	730	\$ 30,660.00	1000	\$ 42,000.00
				TOTAL: \$ 566,415.00		TOTAL: \$ 592,124.26		TOTAL: \$ 697,556.40		TOTAL: \$ 698,993.10		TOTAL: \$ 927,347.40		TOTAL: \$ 992,128.00	



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive an Update on Storm Drain System Emergency Repairs and Improvements at Evans Road and Piedmont Creek and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	2/6/2024
	<u>Recommendation:</u> (1) Receive an update on the storm drain system emergency repairs and improvements at Evans Road and Piedmont Creek; and (2) Determine by a four-fifths vote that the condition continues to constitute an emergency.

Background:

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

Consistent with applicable State law and Council Resolution, on November 21, 2023, the Public Works Director declared an emergency and authorized the City to contract with local contractor, Able Construction Inc., for the storm drain system emergency repairs and improvements at Evans Road and Piedmont Creek. Further, within the required timeframe the Public Works Director informed the City Council via the attached [Information Memorandum](#) on November 21, 2023 regarding the emergency authorization, the reasons for the authorization, and the cost for repair in the amount of \$137,519.

Project Update(s):

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

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

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

The City conducted a kick-off meeting with the Contractor on January 17, 2024. The Contractor is currently developing a project schedule and is compiling product submittals for the City's review and approval. This project has no anticipated impact(s) to the right-of-way therefore a traffic or pedestrian control plan is not required at this time.

Staff anticipates construction activities will commence the week of February 5, 2024.

Fiscal Impact:

Funding for these repairs is available in the City's Capital Improvement Program (CIP) budget and has been fully encumbered. CIP Project 3715 - Storm Drain System Rehabilitation Project funded \$137,519 for the storm drain system emergency repairs and improvements at Evans Road and Piedmont Creek. As of January 24, 2024, the balance in CIP 3715 is \$1,460,723.86.

California Environmental Quality Act:

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

Recommendations:

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

Attachment:

None



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Final Tract Map No. 10591 for a Residential Project at 1752 Houret Court; and Approve and Authorize the City Manager to Execute a Subdivision Improvement Agreement between the City and City Ventures Homebuilding, LLC. (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; and Roberto Alonzo, PW Division Manager – Engineering, 408-586-3316)
Category:	Consent Calendar-Community Development
Meeting Date:	2/6/2024
Recommendation:	(1) Approve Final Tract Map No. 10591, including all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and (2) Approve and authorize the City Manager to execute a Subdivision Improvement Agreement between the City of Milpitas and City Ventures Homebuilding, LLC.

BACKGROUND:

On May 17, 2022, the City Council approved a Site Development Permit No. SD21-0012, Conditional Use Permit No. UP21-0006, Vesting Tentative Map No. MT21-0002, and Environmental Assessment No. EA21-0004 to allow construction of a 56-unit townhome-style condominium subdivision with 24 accessory dwelling units comprised of eight multi-family buildings, up to 48 feet in height (three to four stories), with 84 vehicle parking spaces, and associated site improvements, located on a 1.95 acre site at 1752 Houret Court. This project is known as Pinnacle, and the developer is City Ventures Homebuilding, LLC (Developer).

ANALYSIS:

The final map for the development is now complete and ready for approval by the City Council. The City Engineer has examined the final map for Tract No. 10591 and determined that the map is substantially the same as the previously approved Vesting Tentative Map and finds that it conforms to all requirements of the State of California Subdivision Map Act, and Milpitas Municipal Code (MMC), and the terms and conditions of the Vesting Tentative Map. The Developer has offered required dedications to the City for public use, including easements for public street, public service and utility and emergency vehicle access purposes, as shown on the final map. Staff recommends the City Council approve the final map and to accept the dedications, subject to completion and acceptance of public improvements to be installed by the Developer.

The Developer has agreed to enter into a Subdivision Improvement Agreement (SIA) with the City for the construction of off-site public improvements for the project which will be completed with the on-site work, and the public improvements will be accepted by the City after final map approval and completion of construction. Offsite public improvements to be constructed and accepted by the City include asphalt concrete pavement, signing and striping, curb and gutter, sidewalk, driveway approach, utility mains and services, extension of the 8" recycled water main along the project's Montague Expressway frontage, street lights, landscaping and other miscellaneous items of work identified on the improvement plans. The improvements will be completed within 1-year from the date of the SIA, and the work is guaranteed by bonds or similar securities to be posted by the Developer in the amount of \$1,603,858.97.

The City Engineer has reviewed the public improvement plans (2-1423) and is recommending the City Council approve the Subdivision Improvement Agreement to allow for the construction of public improvements after final map approval.

The existing parcels associated with the final map for Tract No. 10591 was previously approved by the City Council on April 18, 2023 for annexation into the Community Facilities District No. 2008-1 (CFD 2008-1).

POLICY ALTERNATIVE(S):

Alternative 1:

Deny approval of Final Map and Subdivision Improvement Agreement.

Pros: None

Cons: The denial of approval of the Final Map or the Subdivision Improvement Agreement will cause the lot to remain vacant and undeveloped. The City would not benefit from the addition of 56 new townhome-style condominiums and 24 new accessory dwelling units.

Reason for Not Recommending: To allow the development to move forward, staff recommends approval of Final Map and Subdivision Improvement Agreement for Tract No. 10591.

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, after the 1-year warranty period, 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):

On May 17, 2022 the Planning Commission approved Resolution No. 9157 stating that the Planning Division conducted an initial environmental assessment (P-EA21-0004) of the project in accordance with the California Environmental Quality Act (CEQA). The assessment concluded that none of the circumstances necessitating preparation of a subsequent or supplemental EIR are associated with the Project. The assessment also concluded that an Addendum to the TASP EIR is the appropriate document to address these modifications rather than a subsequent EIR. The Addendum fully addressed all potential impacts associated with this project, and no material changes have been made to the project that would alter the conclusions of the Addendum.

As separate and independent bases, the project is exempt from further CEQA review pursuant to CEQA Guidelines Sections 15182 (Project Consistent with a Specific Plan), 15183 (Project Consistent with the General Plan), and 15168 (Projects Consistent with a Program EIR).

RECOMMENDATION:

1. Approve Final Tract Map No. 10591, including all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and
2. Approve and authorize the City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and City Ventures Homebuilding, LLC.

Attachment(s):

- (a) Final Tract Map No. 10591
- (b) Subdivision Improvement Agreement

OWNER'S STATEMENT:

THE UNDERSIGNED ARE THE ONLY PERSONS HAVING RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AND SHOWN ON THIS MAP. DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP, AND ARE ALL WHO ARE NECESSARY TO PASS CLEAR TITLE TO THE LAND SUBDIVIDED AND SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW AND WITHIN THE SUBDIVISION BOUNDARY IS DEDICATED AS NON-EXCLUSIVE EASEMENTS FOR PUBLIC PURPOSES TO THE CITY OF MILPITAS.

THE AREA DESIGNATED PUBLIC SERVICE AND UTILITY EASEMENT (PSUE) FOR INSTALLATION, CONSTRUCTION AND MAINTENANCE OF UTILITY STRUCTURES AND ALL RELATED APPURTENANCES, INCLUDING THE RIGHT OF ACCESS FOR MAINTENANCE OF SAID UTILITIES, THE EXTENT OF WHICH IS SHOWN ON SHEET 3 OF 4. THE ABOVE MENTIONED EASEMENT SHALL REMAIN OPEN AND FREE OF BUILDINGS AND STRUCTURES, EXCEPT PUBLIC SERVICE AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES.

THE AREA DESIGNATED AS EMERGENCY VEHICLE ACCESS EASEMENT (EVAE) IS TO BE GRANTED TO THE CITY OF MILPITAS FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES, THE EXTENT OF WHICH IS SHOWN ON SHEET 3 OF 3. THE ABOVE MENTIONED EASEMENT SHALL REMAIN OPEN AND FREE OF BUILDINGS AND STRUCTURES, EXCEPT PUBLIC SERVICE AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES.

WE ALSO HEREBY RELINQUISH TO THE COUNTY OF SANTA CLARA, ALL VEHICULAR ACCESS RIGHTS OF LOT 1 TO AND FROM MONTAGUE EXPRESSWAY, EXISTING NOW OR IN THE FUTURE.

THE REAL PROPERTY DESIGNATED FOR THE PURPOSE OF PRIVATE STREETS IS NOT OFFERED FOR DEDICATION TO THE PUBLIC AND MAINTENANCE OF SAID PRIVATE STREETS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OF RECORD OR FUTURE HOMEOWNER'S ASSOCIATION IN ACCORDANCE WITH THE DECLARATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CREATED FOR TRACT 10591.

STORM DRAINAGE FACILITIES CONTAINED WITHIN THE DISTINCTIVE BOUNDARY LINE OF THIS TRACT ARE PRIVATE AND SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OF RECORD OR FUTURE HOMEOWNER'S ASSOCIATION IN ACCORDANCE WITH THE DECLARATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CREATED FOR TRACT 10591.

OWNER: CITY VENTURES HOMEBUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

OWNER'S ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ } s.s.

DO NOT STAMP

ON _____ BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO THE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO THAT HE/SHE/THEY EXECUTED THE SAME IN 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: _____

PRINT NAME: _____, A NOTARY PUBLIC

COMMISSION EXPIRES: _____ COMMISSION NO. _____

PRINCIPAL OFFICE LOCATION (COUNTY) : _____

SURVEYOR'S STATEMENT:

I HEREBY STATE THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CITY VENTURES HOMEBUILDING, LLC. IN NOVEMBER OF 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING TENTATIVE MAP, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL MONUMENTS SHOWN ACTUALLY ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE AUGUST 1, 2023, AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____, 2024.

KEVIN S. COLE
P.L.S. 8853



CITY CLERK CERTIFICATE

I, WENDY WOOD, CITY CLERK OF THE CITY OF MILPITAS, HEREBY CERTIFY THAT SAID CITY COUNCIL, AS GOVERNING BODY OF SAID CITY, AT A REGULAR MEETING HELD ON _____, HAS TAKEN THE FOLLOWING ACTIONS.

- APPROVED THIS TRACT MAP NO. 10591
- ACCEPTED, SUBJECT TO SATISFACTORY IMPROVEMENT, ON BEHALF OF THE PUBLIC, THOSE EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF OFFER OF DEDICATION TO WIT:
 - EASEMENTS FOR EMERGENCY VEHICLE ACCESS PURPOSES (EVAE)
 - EASEMENTS FOR PUBLIC SERVICE AND UTILITY PURPOSES (PSUE)
 - FOR ASSESSMENT DISTRICTS CREATED BY THIS GOVERNING BODY, THE COUNCIL HAS DETERMINED THAT PROVISIONS HAVE BEEN MADE FOR SEGREGATION OF THE RESPONSIBILITY OF THE NEW PARCEL FOR A PORTION OF ASSESSMENT PAYMENT OBLIGATION IN THE MANNER PROVIDED IN THE STATUTE PURSUANT TO WHICH THE ASSESSMENTS WERE LEVIED: COMMUNITY FACILITIES DISTRICT 2008-1.

DATED THIS _____ DAY OF _____, 2024.

BY: _____
SUZANNE GUZZETTA
CITY CLERK, CITY OF MILPITAS

SIGNATURE OMISSION:

PURSUANT TO THE PROVISIONS OF GOVERNMENT CODE SECTION 66436(a)(3)(C) THE FOLLOWING SIGNATURES HAVE BEEN OMITTED.

- PACIFIC TELEPHONE AND TELEGRAPH COMPANY PERTAINING TO AN EASEMENT FOR UNDERGROUND COMMUNICATION FACILITIES, RECORDED NOVEMBER 18, 1980, INSTRUMENT NO. 6904640, BOOK F737, PAGE 518 OF OFFICIAL RECORDS OF SANTA CLARA COUNTY.

GEOTECHNICAL NOTE:

GEOTECHNICAL REPORTS FOR THIS PROPERTY HAVE BEEN PREPARED BY QUANTUM GEOTECHNICAL DATED MAY 23, 2022. PROJECT NO. H048.G, SIGNED BY SIMON MAKDESS, G.E. 2548. SAID REPORT HAS BEEN FILED WITH THE CITY OF MILPITAS.

TRACT 10591

CONSISTING OF 4 SHEETS
FOR A 56 UNIT CONDOMINIUM PROJECT,
BEING A MERGER OF PARCEL 6 OF THAT CERTAIN
PARCEL MAP RECORDED IN BOOK 417 OF MAPS,
PAGES 3&4, AND PARCEL "B" OF THAT CERTAIN
PARCEL MAP RECORDED IN BOOK 435 OF MAPS AT
PAGE 53, SANTA CLARA COUNTY RECORDS, AND A
PORTION OF HOURET COURT AND HOURET DRIVE,
LYING ENTIRELY WITHIN THE CITY OF MILPITAS,
SANTA CLARA COUNTY, CALIFORNIA

SCALE: 1"=40' JANUARY 2024



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP, IF ANY, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS MAP COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND ALL ORDINANCES OF THE CITY OF MILPITAS, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

MATTHEW ALAN CANO, P.E.
DEPUTY CITY MANAGER/ACTING CITY ENGINEER, CITY OF MILPITAS
R.C.E. 65479

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS ACCOMPANYING FINAL MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

DEAN A. JURADO, P.L.S.
CITY SURVEYOR, CITY OF MILPITAS
KIER & WRIGHT
P.L.S. 9032

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2024, AT _____ M. IN

BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF CHICAGO TITLE COMPANY.

FEE: \$ _____ FILE NO. _____

REGINA ALCOMENDRAS
COUNTY RECORDER
SANTA CLARA COUNTY, CALIFORNIA

BY: _____
DEPUTY RECORDER

PRINT NAME: _____

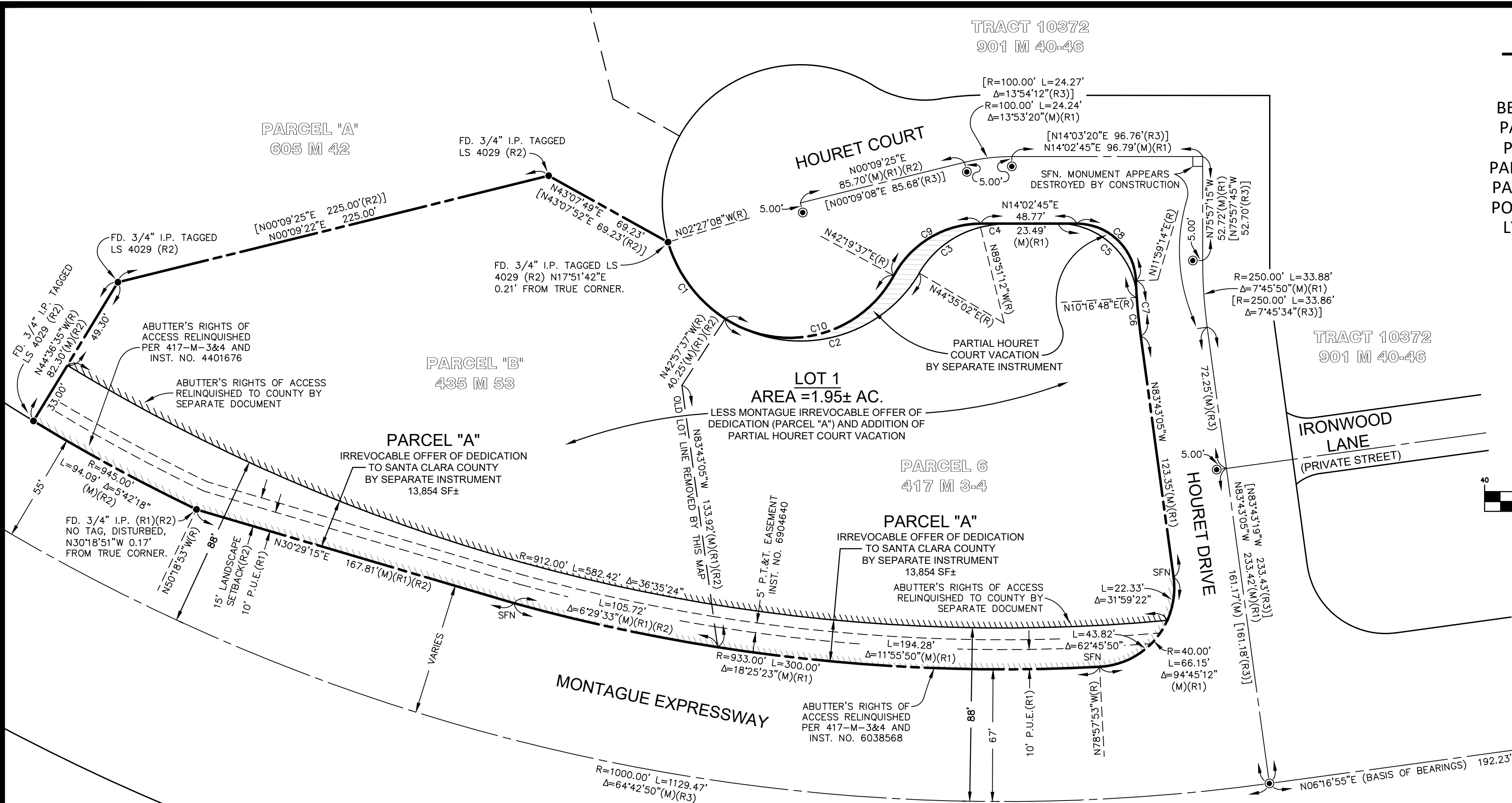
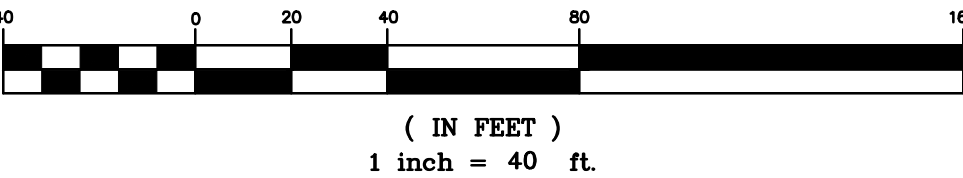
TRACT 10591

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PORTION OF HOURET COURT AND HOURET DRIVE,
LYING ENTIRELY WITHIN THE CITY OF MILPITAS,
SANTA CLARA COUNTY, CALIFORNIA

SCALE: 1"=40' JANUARY 2024



GRAPHIC SCALE



LEGEND

- DISTINCTIVE BOUNDARY LINE
- - - CENTERLINE
- - - EXISTING EASEMENT LINE
- ////// ABUTTER'S RIGHTS RELINQUISHED
- FOUND STANDARD CITY MONUMENT IN WELL
- FOUND MONUMENT AS NOTED.
- (M) MEASURED THIS SURVEY
- (R1) SEE REFERENCES
- I.P. IRON PIPE
- M BOOK OF MAPS
- DOC. DOCUMENT NUMBER
- FD. FOUND
- SFN SEARCHED, NOT FOUND
- PAE PUBLIC ACCESS EASEMENT
- EAE EMERGENCY VEHICLE ACCESS EASEMENT
- PSUE PUBLIC SERVICE AND UTILITY EASEMENT
- SFN SEARCHED, FOUND NOTHING

BASIS OF BEARINGS:

THE BASIS OF ALL BEARINGS SHOWN HEREON IS NORTH 06°16'55" WEST FOR THE CENTERLINE OF MONTAGUE EXPRESSWAY BETWEEN FOUND MONUMENTS SHOWN HEREON AT THE MONUMENTED CENTERLINE INTERSECTION OF HOURET DRIVE AND SANGO COURT AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 417 OF MAPS AT PAGES 3&4, SANTA CLARA COUNTY RECORDS.

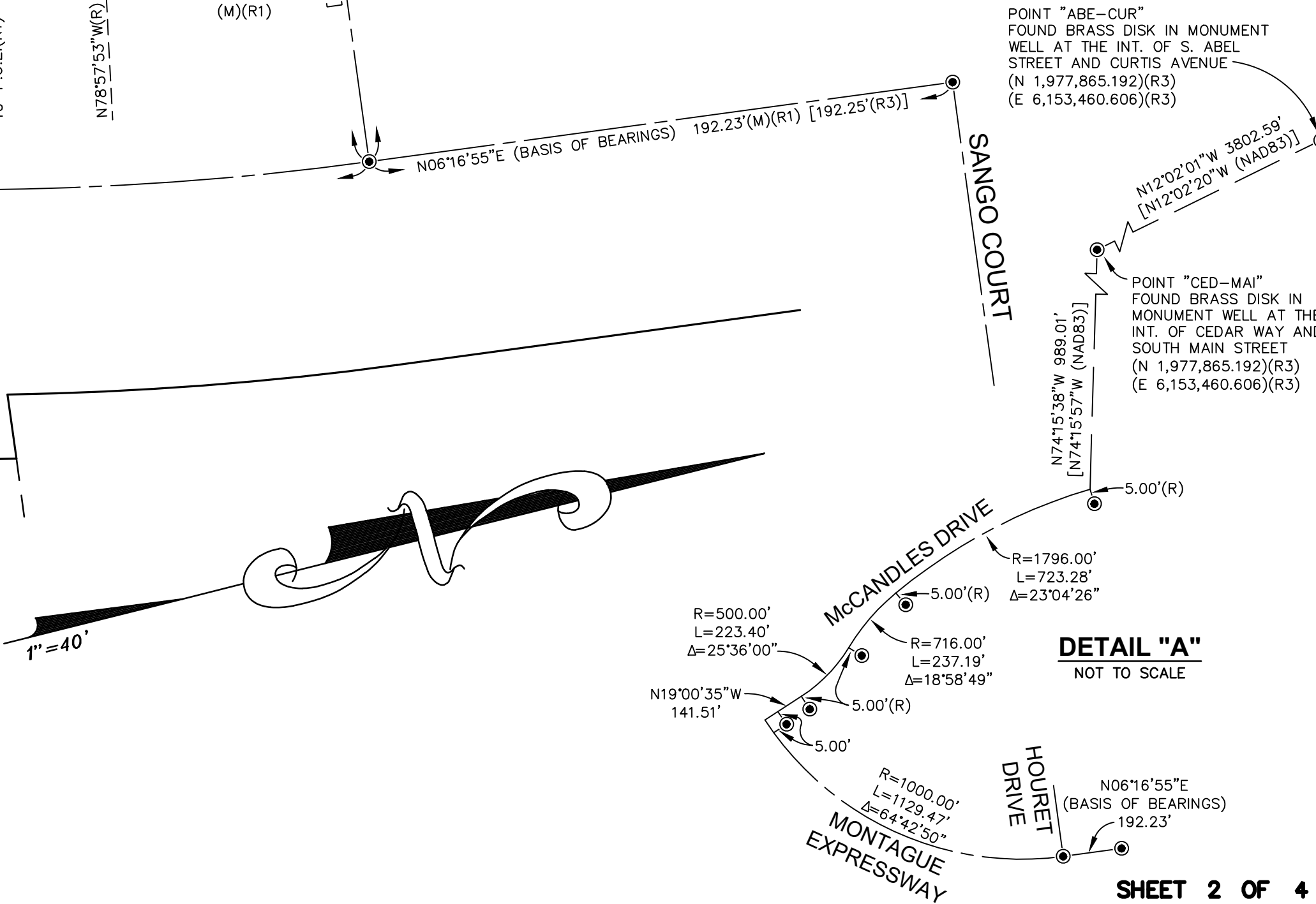
REFERENCES:

- (R1) PARCEL MAP: 417 M 3&4
- (R2) PARCEL MAP: 435 M 53
- (R3) TRACT 10372: 901 M 40-46

NOTES:

- ALL BEARINGS AND DISTANCES SHOWN ARE MEASURED UNLESS NOTED OTHERWISE.
- ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- ALL RECORD INFORMATION IS FROM SANTA CLARA COUNTY RECORDS, UNLESS NOTED OTHERWISE.

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	REFERENCE DATA
C1	70.00	49.49	40°30'29"	(M)(R2)
C2	70.00	112.96	92°27'21"	(M)(R1)
C3	50.00	39.76	45°33'46"	[L=39.77' Δ=45°34'23"(R1)]
C4	66.00	16.01	13°53'57"	[L=16.00' Δ=13°53'20"(R1)]
C5	40.00	60.20	86°14'02"	(M)(R1)
C6	284.00	19.82	3°59'52"	(M)(R1)
C7	284.00	28.28	5°42'19"	
C8	30.00	46.05	87°56'29"	
C9	50.00	53.86	61°43'08"	
C10	60.00	99.18	94°42'46"	



TRACT 10591

CONSISTING OF 4 SHEETS
FOR A 56 UNIT CONDOMINIUM PROJECT,
BEING A MERGER OF PARCEL 6 OF THAT CERTAIN
PARCEL MAP RECORDED IN BOOK 417 OF MAPS,
PAGES 3&4, AND PARCEL "B" OF THAT CERTAIN
PARCEL MAP RECORDED IN BOOK 435 OF MAPS AT
PAGE 53, SANTA CLARA COUNTY RECORDS, AND A
PORTION OF HOURET COURT AND HOURET DRIVE,
LYING ENTIRELY WITHIN THE CITY OF MILPITAS,
SANTA CLARA COUNTY, CALIFORNIA

SCALE: 1"=30' JANUARY 2024



PARCEL "A"
605 M 42

BASIS OF BEARINGS:

THE BASIS OF ALL BEARINGS SHOWN HEREON IS
NORTH 06°16'55"W FOR THE CENTERLINE OF
MONTAGUE EXPRESSWAY BETWEEN FOUND
MONUMENTS SHOWN HEREON AT THE MONUMENTED
CENTERLINE INTERSECTION OF HOURET DRIVE AND
SANGO COURT AS SHOWN ON THAT PARCEL MAP
RECORDED IN BOOK 417 OF MAPS AT PAGES 3&4,
SANTA CLARA COUNTY RECORDS.

REFERENCES:

- (R1) PARCEL MAP: 417 M 3&4
- (R2) PARCEL MAP: 435 M 53
- (R3) TRACT 10372: 901 M 40-46

NOTES:

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MEASURED UNLESS NOTED OTHERWISE.
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IN FEET AND DECIMALS THEREOF.
- ALL RECORD INFORMATION IS FROM SANTA
CLARA COUNTY RECORDS, UNLESS NOTED
OTHERWISE.

TRACT 10372
901 M 40-46

LEGEND

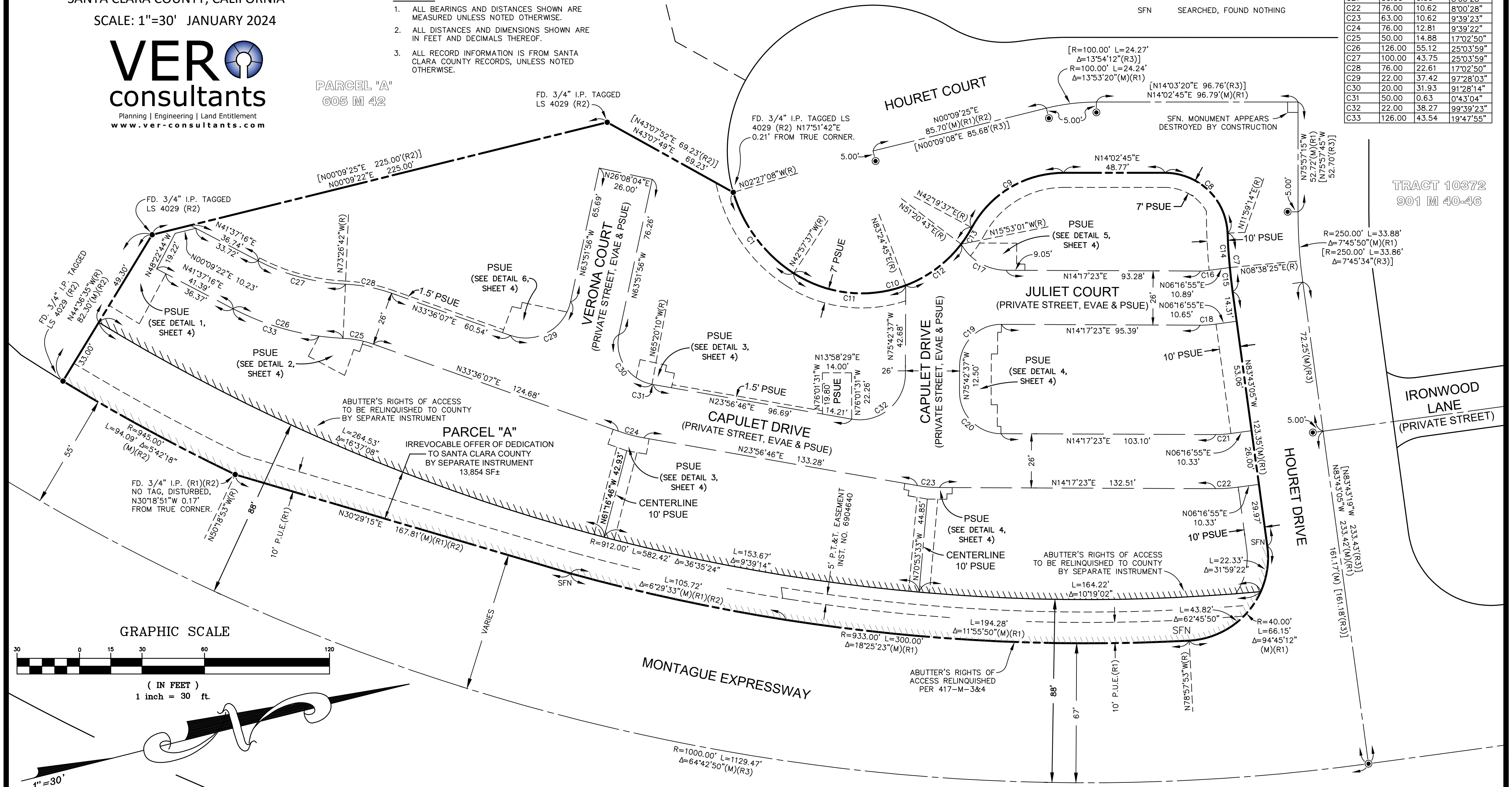
- DISTINCTIVE BOUNDARY LINE
- CENTERLINE
- EXISTING EASEMENT LINE
- /// ABUTTER'S RIGHTS RELINQUISHED
- EVAE AND PSUE BY THIS MAP
- PSUE BY THIS MAP
- FOUND STANDARD CITY MONUMENT IN WELL
- FOUND MONUMENT AS NOTED.

LEGEND (CONT.)

- (M) MEASURED THIS SURVEY
- (R1) SEE REFERENCES
- I.P. IRON PIPE
- M BOOK OF MAPS
- DOC. DOCUMENT NUMBER
- FD. FOUND
- SFN SEARCHED, NOT FOUND
- PAE PUBLIC ACCESS EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PSUE PUBLIC SERVICE AND UTILITY EASEMENT
- SFN SEARCHED, FOUND NOTHING

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	70.00	49.49	40°30'29"
C7	284.00	28.28	5°42'19"
C8	30.00	46.05	87°56'29"
C9	50.00	53.86	61°43'08"
C10	60.00	99.18	94°42'46"
C11	60.00	56.16	53°37'38"
C12	60.00	33.58	32°04'02"
C13	60.00	9.44	9°01'06"
C14	284.00	16.59	3°20'48"
C15	284.00	11.69	2°21'30"
C16	24.00	3.35	8°00'28"
C17	25.00	26.11	59°49'36"
C18	50.00	6.99	8°00'28"
C19	20.00	31.42	90°00'00"
C20	20.00	31.42	90°00'00"
C21	50.00	6.99	8°00'28"
C22	76.00	10.62	8°00'28"
C23	63.00	10.62	9°39'23"
C24	76.00	12.81	9°39'22"
C25	50.00	14.88	17°02'50"
C26	126.00	55.12	25°03'59"
C27	100.00	43.75	25°03'59"
C28	76.00	22.61	17°02'50"
C29	22.00	37.42	97°28'03"
C30	20.00	31.93	91°28'14"
C31	50.00	0.63	0°43'04"
C32	22.00	38.27	99°39'23"
C33	126.00	43.54	19°47'55"

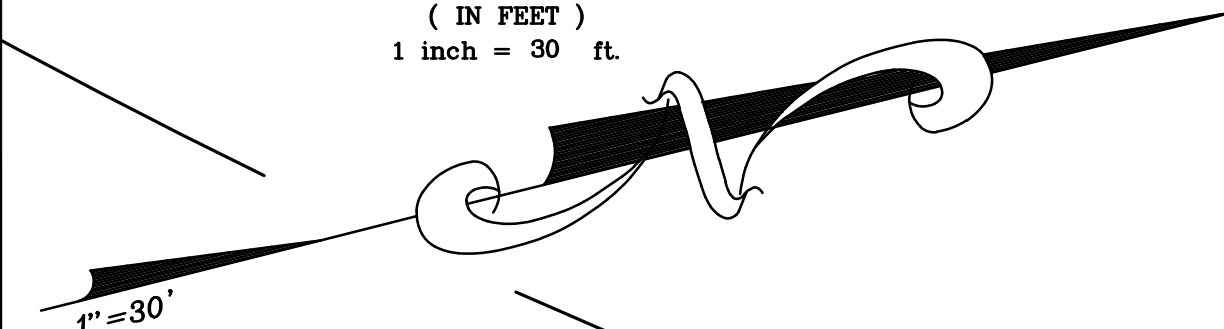
TRACT 10372
901 M 40-46



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



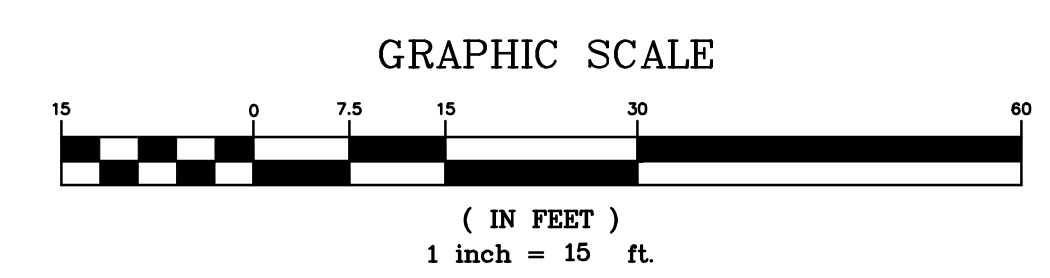
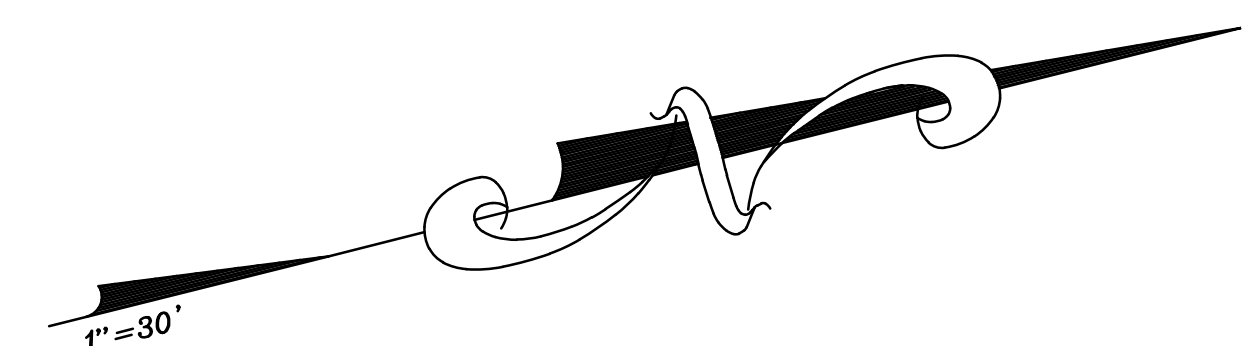
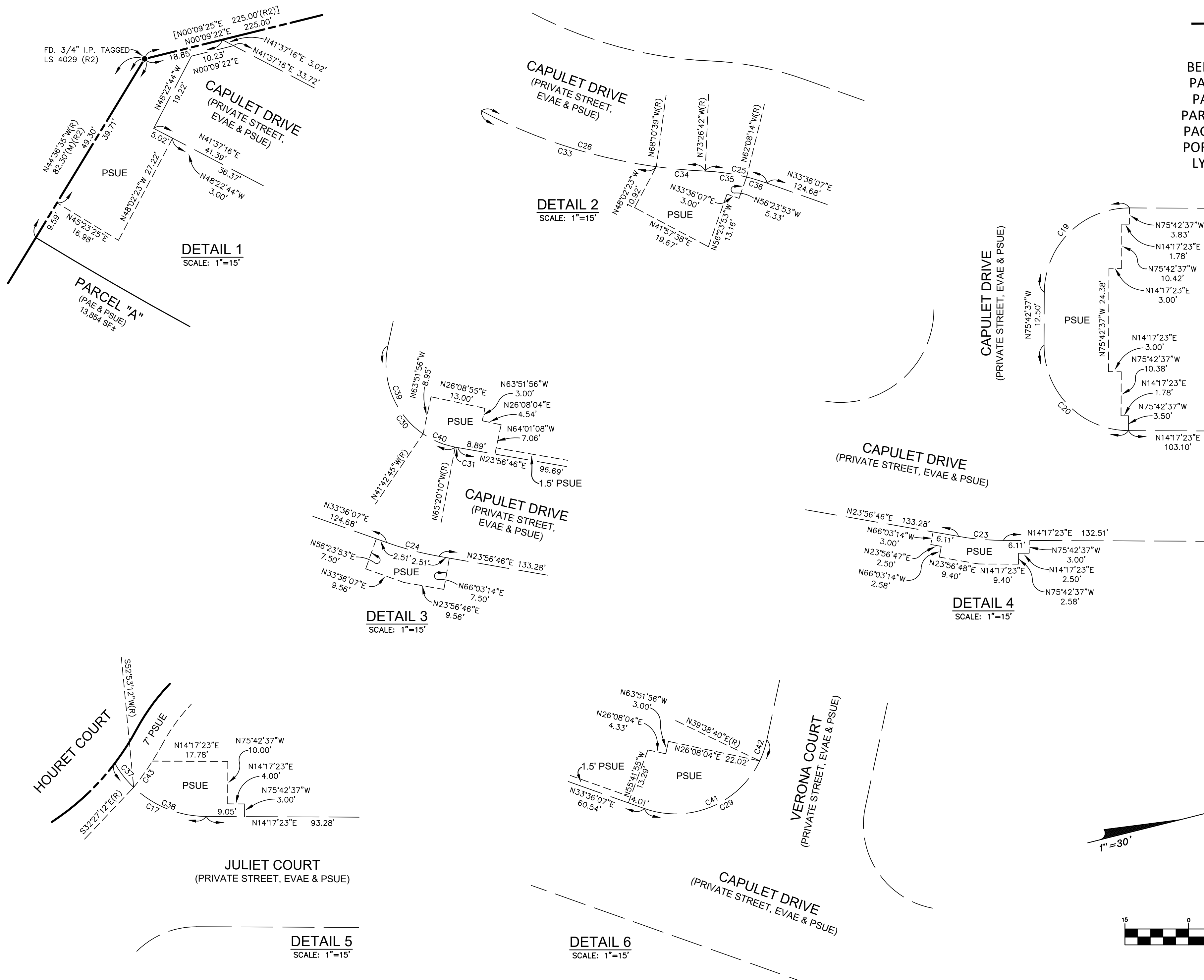
TRACT 10591

CONSISTING OF 4 SHEETS
FOR CONDOMINIUM PURPOSES
BEING A MERGER OF PARCEL 6 OF THAT CERTAIN
PARCEL MAP RECORDED IN BOOK 417 OF MAPS,
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SANTA CLARA COUNTY, CALIFORNIA

SCALE: 1"=15' JANUARY 2024



CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C17	25.00	26.11	59°49'36"
C19	20.00	31.42	90°00'00"
C20	20.00	31.42	90°00'00"
C22	76.00	10.62	8°00'28"
C23	63.00	10.62	9°39'23"
C24	76.00	12.81	9°39'21"
C25	50.00	14.88	17°02'50"
C26	126.00	55.12	25°03'59"
C27	100.00	43.75	25°03'59"
C28	76.00	22.61	17°02'50"
C29	22.00	37.43	97°28'03"
C30	20.00	31.93	91°28'14"
C31	50.00	0.63	0°43'04"
C33	126.00	43.54	19°47'55"
C34	126.00	11.58	5°16'03"
C35	50.00	9.87	11°18'28"
C36	50.00	5.01	5°44'21"
C37	25.00	7.23	16°34'12"
C38	25.00	18.87	43°15'25"
C39	20.00	23.68	67°50'49"
C40	20.00	8.25	23°37'25"
C41	22.00	32.24	83°57'27"
C42	22.00	5.19	13°30'36"
C43	67.00	7.61	6°30'39"



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

TRACT NO. 10591

between

CITY OF MILPITAS

a California municipal corporation

and

CITY VENTURES HOMEBUILDING, LLC

a Delaware limited liability company

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
VESTING TRACT MAP NO. 10591**

I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this ____ day of _____, _____ by and between the City of MILPITAS, a California municipal corporation (“City”) and City Ventures Homebuilding, LLC, a Delaware limited liability company with its principal office located at 444 Spear Street, Suite 200, San Francisco, CA 94105 (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS.

A. On November 22nd, 2021, Developer submitted to City an application for approval of a vesting tentative Tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A” (“Property”). The vesting tentative tract map was prepared on behalf of Developer by VER Consultants, and is identified in City records as Vesting Tract Map No. 10591 (“Tract No. 10591”).

B. Developer’s application for a vesting tentative Tract map for Tract No. 10591 was deemed complete on March 17th, 2022. On May 17th, 2022, the MILPITAS CITY COUNCIL conditionally approved Developer’s application for a vesting tentative tract map for Tract No. 10591.

C. Developer has not completed all of the work or made all of the public improvements required by Title XI, Chapter 1, Section 7 of the City’s Municipal Code, the Subdivision Map Act (Government Code sections 66410 et seq.) (“Map Act”), the conditions of approval for Tract No. 10591, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

D. Pursuant to Title XI, Chapter 1, Section 7 of the City’s Municipal Code and the applicable provisions of the Map Act, 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 Tract No. 10591.

E. Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 10591.

III.TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all three of 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 and (c) the City Council of the City ("City Council") approves the final map for Tract No. 10591 . If the above described conditions are not satisfied within 60 days after the entry date of this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record this Agreement or the final map for Tract No. 10591.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Tract No. 10591, including, but not limited to, 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 as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Tract Map No. 10591 (collectively, the "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. 2-1423 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 reasonably 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 by Developer 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 with respect to the Required Improvements, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental 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, 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 published 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 skillful and 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 reasonably determined by the City Engineer or his/her designee 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. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

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 approves and 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 approved 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, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably 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. 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 (2) years of the effective date of this Agreement, 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.

4.3 Force Majeure. In addition to and without limitation of the following, any deadlines for the completion of the work required to be performed by Developer under this Agreement shall be extended for such time as reasonably necessary as a result of the occurrence of any Force Majeure Event. As used herein, "Force Majeure Event" means any delays which are beyond the reasonable control of Borrower and are caused by (a) any "acts of God", including fire, explosion, earthquake, flood or any other extreme weather conditions or natural disaster, (b) the existence of any pandemic or other widespread health crisis, (c) terrorism, public enemies, war, riot or acts of insurrection, (d) strikes, lockouts, or other labor disputes directly affecting the work of construction, (e) excessive rain, (f) shortages of material or labor resulting directly from general supply chain issues or market shortages or (g) any governmental regulations, orders or other acts imposed by any Governmental Authority in connection with and in an effort to address any of the foregoing.

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 Tract No. 10591 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 approval and 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, and telephone service to serve each parcel, lot, or unit of land within Tract No. 10591 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 in accordance with the approved plans.

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 Tract No. 10591.

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 (including , any condition of approval for Tract No. 10591), or if City determines there is a 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"). Notice shall include the timeframe in which Developer shall remedy the noticed default or violation. 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.

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 (each an "Event of Default"), 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 and the 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 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 as a result of the occurrence and continuance of an Event of Default, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, but subject to the mortgagee protection provisions set forth in Section 19 of this Agreement, if conditions precedent for reversion to acreage can be met as a result of the occurrence and continuance of any Event of Default 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 (a "Reversion Remedy").

9.3 Other Remedies. No action by City pursuant to Sections 9.1 and 9.2 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 as the result of the occurrence and continuance of any Event of Default, the City may exercise any and all of its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies and the 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 and as a result thereof an Event of Default has occurred, 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. If Tract No. 10591 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. 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. Upon the acceptance of the Public Improvements by the City, except for those provisions set forth elsewhere herein which by their express terms survive such termination, this Agreement shall, without further notice to, action by, or consent of any person, be deemed terminated, of no further force or effect and any liens or encumbrances created hereby deemed terminated and released (but expressly excluding the Bonds, with any release thereof being in accordance with Section 13.5 of this Agreement).

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 vigorous and thriving condition reasonably 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 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 (One Million Six Hundred and Three Thousand Eight Hundred and Fifty Eight and 97/100 dollars (\$1,603,858.97), collectively, the “Surety Bonds”). The amount of the Surety Bonds shall be based on the City Engineer’s reasonable approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping (“Estimated Costs”). If prior to the Developer’s delivery of the Surety Bonds to the City, the City’s Engineer has notified Developer in writing that the City Engineer has reasonably determined that the Estimated Costs have changed, Developer shall cause the amount of the Surety Bonds to be likewise increased. 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 (after expiration of all applicable notice and cure periods), and to secure Developer’s one-year guarantee and warranty of the Public Improvements as set forth in Section 10 of this Agreement, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the same stated amount as the Surety Bond (the “Performance Bond”).

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 same stated amount as the Surety Bond (the "Labor & Materials Bond" and together with the Surety Bond and the Performance Bond, the "Bonds"). 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 Bonds required to be provided by this Section 13 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 otherwise be reasonably satisfactory to City. As part of the obligation secured by the Bonds and in addition to the face amount of the Bonds, 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 Bonds.

13.4 Evidence and Incorporation of Bonds. Evidence of the Bonds shall be provided on the forms set forth in Exhibit "C," unless other forms used by any surety of the Bonds are deemed reasonably 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 Bonds shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

13.5 Reduction; Release of Bonds. From time to time as certain phases of the required Improvement Work has been completed in accordance with this Agreement, upon the written request of Developer to the City, the City may, in its sole discretion, consent to the reduction of the face amount of the Bonds, which amount shall be equal to the total Estimated Costs less the cost of such Improvement Work which has been completed and paid for in full by Developer; provided that any such consent shall be subject to (a) no Event of Default then existing; (b) evidence reasonably satisfactory to the City that such work has been completed and paid for and, with respect to the Labor and Materials Bond, the City has received unconditional lien releases with respect to such work from the applicable contractor (with such lien releases to be consistent with the statutory form of unconditional lien releases) and (c) after giving effect to such reduction, the face amount of such Bonds is not less than twenty-five percent (25%) of the Estimated Costs. All Bonds shall be released by the City at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement so long as no Event of Default has occurred and is continuing under this Agreement.

14.0 Monument Security. Prior to this Agreement taking effect as set forth in Section 1.0 above, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 10591 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of Zero Dollars (\$0.00), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City

Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 10591.

15.0 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 City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify under this Section 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.

15.1 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.

16.0 Insurance.

16.1 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.

16.1.1 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.

16.1.2 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.

16.1.3 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.

16.1.4 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.

16.2 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.

16.3 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.

16.4 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.

16.5 Certificates; Verification. Developer and its contractors shall furnish City with original 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.

16.6 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.

16.7 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.

17.0 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.

18.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 10591 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.

19.0 Mortgagee Protections.

19.1 No Defeat of Mortgagee Interests. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid, in any way impair the lien or charge of any deed of trust recorded against the Project or any portion thereof (including any amendments, restatements or other modifications thereto, each a "Mortgagee Deed of Trust"), or restrict or limit the rights and remedies of any holder of a Mortgagee Deed of Trust ("Mortgagee") with respect thereto; provided, however, that any Mortgagee and any subsequent owner of the Property shall be bound by the covenants, conditions, restrictions, limitations and provisions of this Agreement, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise; provided further, however, in the event title to the Property or any portion thereof is acquired by a Mortgagee or any other person (each a "Transferee") as a result of the exercise of the rights and remedies of a Mortgagee under its Mortgagee Deed of Trust, including foreclosure, deed in lieu of foreclosure or trustee's sale (each, a "Foreclosure Event"), such Transferee shall not have any liability with respect to any pre-Foreclosure Event defaults by Developer under this Agreement unless such defaults are continuing as of the date of such Foreclosure Event and Mortgagee has received notice and the opportunity to cure such defaults as provided below in this Section 19.2.

19.2 Mortgagee Notice and Cure Rights. Any Mortgagee may deliver to City a written request for notice of default, with such request providing for such Mortgagee to be notified in writing of any default by Developer under this Agreement. Upon delivery of any such request by a Mortgagee, notwithstanding anything otherwise set forth herein to the contrary, City shall concurrently deliver to such Mortgagee any Notice that it has delivered to Developer with respect to any default, breach or violation of this Agreement by Developer. Upon Mortgagee's

receipt of any such Default Notice, Mortgagee shall have the right (but not the obligation) to cure any such default, breach or violation by Developer within the Cure Period applicable to such default, breach or violation. As used herein, "Cure Period" means that period of time commencing as of the date upon which Mortgagee has received the Notice and continuing for that time period within which Developer has the right to cure any such default, breach or violation under this Agreement plus (i) thirty (30) days with respect to any monetary default, breach or violation or (ii) sixty (60) days with respect to any non-monetary default, breach or violation (collectively, the "Initial Cure Period"); provided that, with respect to any such non-monetary default, breach or violation, the Initial Cure Period may be extended if, in the opinion of the City, it cannot be cured within the Initial Cure Period so long as Mortgagee has given written notice within the Initial Cure Period to City of its intent to cure such default, breach or violation and, thereafter, diligently and continuously pursues such cure; provided that such cure period shall not exceed an additional 150 days ("Extended Cure Period") unless Mortgagee is prohibited, enjoined or stayed from pursuing or affecting such cure as a result of any bankruptcy or insolvency proceeding of Developer, in which case such Extended Cure Period shall be tolled during such prohibition, injunction or stay period). The City agrees that it shall not seek or otherwise cause to occur any Reversion Remedy so long as a Mortgagee DOT continues in effect and from and after any Foreclosure Event only after expiration of all notice and cure rights of any Transferee (which notice and cure rights shall be as outlined above and to which Transferee shall be entitled).

19.3 Amendments. In the event any Mortgagee has delivered to the City a request for notice in accordance with above Section 19.2, no amendment, restatement or other modification to this Agreement which is entered into from and after the date upon which such request was delivered to City shall be binding upon such Mortgagee (or any Transferee who takes title to the Project or any portion thereof as a result of a Foreclosure Event with respect to Mortgagee's Mortgage Deed of Trust) unless Mortgagee has consented thereto, which consent shall not be unreasonably withheld or delayed so long as it does not materially increase the obligations of Developer, the rights or City or the burdens and encumbrances in favor of the City against the Project.

19.4 Further Assurances. Upon its receipt of any request therefor by any Mortgagee who has delivered a request for notice pursuant hereto and cured all monetary and non-monetary defaults, City shall (i) within thirty (30) days of its request therefor, deliver to such Mortgagee an estoppel certificate confirming the status of this Agreement, any defaults with respect thereto and such other information as such Mortgagee may reasonable request, including recognition of such Mortgagee's rights and protections set forth herein, with the form of such estoppel certificate being reasonably acceptable to City and Mortgagee and (ii) reasonably cooperate with Mortgagee and provide such other documents and information to Mortgagee that may be reasonably required by Mortgagee from time to time.

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 East Calaveras Boulevard
MILPITAS, CA 95035
Attn: Matt Cano
Deputy City Manager/
Acting City Engineer

DEVELOPER:
444 Spear Street, Suite 200
SAN FRANCISCO, CA 94105
Attn: Samantha Hauser
Executive Vice President

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 notice to City, which consent shall not be unreasonably withheld, delayed or conditioned. 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)
Ned Thomas
(print name)
City Manager
City of MILPITAS

**CITY VENTURES HOMEBUILDING,
LLC**

By: Samantha Hauser
(signature)
Samantha Hauser
(print name)
Executive Vice President
(title)

APPROVED AS TO FORM:

By: _____
(signature)
Michael Mutalipassi
City Attorney
City of MILPITAS

APPROVED AS TO CONTENT:

By: _____
(signature)
Lauren Lai, CPA, MPA
Finance Director/Risk Manager
City of MILPITAS

APPROVED AS TO CONTENT:

By: _____
(signature)
Matt Cano
Assistant City Manager/Acting 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.

CALIFORNIA 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.

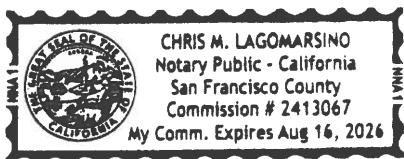
State of California

County of San Francisco }

On 01/17/2024 before me, Chris M Lagomarsino
Date Here Insert Name and Title of the Officer

personally appeared Samantha Hauser
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 Chris M Lagomarsino
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 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: _____

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

☐ Partner (s)

☐ Limited

☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Title(s)

Title or Type of Document

Number of Pages

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
TRACT NO. 10591

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 086-41-010 and 086-41-011

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Tract One:

Parcel 6, as shown on that certain Map filed for record in the Office of the Recorder of the County of Santa Clara, on April 24, 1978 in Book 417 of Maps, at Pages 3 and 4.

APN: 086-41-010

Tract Two:

Parcel B, as shown on "Parcel Map", filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on February 22, 1979 in Book 435 of Maps, at Page 53.

APN: 086-41-011

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 10591



PUBLIC STREET CONSTRUCTION COST ESTIMATE

SANITARY SEWERS

#	DESCRIPTION	UNITS	QUANTITY	UNIT COST	EXTENSION
1	8" PVC	LF	72	\$242.00	\$17,424.00
2	MANHOLES (21" or less Ø pipe)	EA	2	\$6,401.00	\$12,802.00
				TOTAL	\$30,226.00

STORM SEWERS

#	DESCRIPTION	UNITS	QUANTITY	UNIT COST	EXTENSION
1	15" HDPE	LF	117	\$260.00	\$30,420.00
2	STD. HOOD INLET	EA	3	\$3,863.00	\$11,589.00
				TOTAL	\$42,009.00

SURFACE IMPROVEMENTS

#	DESCRIPTION	UNITS	QUANTITY	UNIT COST	EXTENSION
1	GRADING	SF	8239	\$1.11	\$9,145.29
2	REMOVE CURB AND GUTTER	LF	1150	\$13.71	\$15,766.50
3	REMOVE DRIVEWAY	SF	998	\$4.97	\$4,960.06
4	REMOVE SIDEWALK	SF	2747	\$8.71	\$23,926.37
5	AC GRIND & OVERLAY (2")	SF	11371	\$1.76	\$20,012.96
6	CURB & GUTTER	LF	1150	\$50.89	\$58,523.50
7	SIDEWALK	SF	8503	\$30.00	\$255,090.00
8	ADA RAMP	EA	1	\$3,071.00	\$3,071.00
9	RETAINING WALL/DEEPEMED CURB	LF	487	\$35.00	\$17,045.00
10	STREET SURFACE WIDENING ALONG MONTAGUE	SF	5286	\$20.00	\$105,720.00
11	AC SAWCUT AND PLUG	LF	537	\$4.09	\$2,196.33
12	DRIVEWAY	SF	710	\$17.46	\$12,396.60
13	BUS STRESS PAD	EA	1	\$12,387.00	\$12,387.00
				TOTAL	\$540,240.61

WATER

#	DESCRIPTION	UNITS	QUANTITY	UNIT COST	EXTENSION
1	8" C900 SDR14 PVC	LF	94	\$208.00	\$19,552.00
2	8" RECLCYED WATER	LF	702	\$190.00	\$133,380.00
3	VALVE	EA	7	\$474.00	\$3,318.00
				TOTAL	\$156,250.00

LANDSCAPE

#	DESCRIPTION	UNITS	QUANTITY	UNIT COST	EXTENSION
1	24" BOX TREE	EA	15	\$300.00	\$4,500.00
2	36" BOX TREE	EA	10	\$600.00	\$6,000.00
3	5 GAL SHRUBS	EA	145	\$30.00	\$4,350.00
4	1 GAL SHRUBS	EA	3180	\$10.00	\$31,800.00
5	FLATS SHRUBS	EA	72	\$30.00	\$2,160.00
				TOTAL	\$48,810.00

JOINT TRENCH

#	DESCRIPTION	UNITS	QUANTITY	UNIT COST	EXTENSION
1	LED SINGLE ARM - COMPLETE (NEW)	EA	3	\$5,000.00	\$15,000.00
2	#3-1/2 PULL BOX NEW	EA	1	\$1,150.00	\$1,150.00
3	LED SINGLE A-ARM (RELOCATE EXISTING)	EA	1	\$2,500.00	\$2,500.00
4	#3-1/2 PULL BOX NEW	EA	3	\$500.00	\$1,500.00
5	JOINT TRENCH	LF	65	\$35.00	\$2,275.00
6	2" SL CONDUIT & WIRE	LF	400	\$5.00	\$2,000.00
				TOTAL	\$24,425.00

ON-SITE PUBLIC FACILITIES CONSTRUCTION SECTION

#	DESCRIPTION	UNITS	QUANTITY	UNIT COST	EXTENSION
1	8" PVC SANITARY SEWER	LF	734	\$237.00	\$173,958.00
2	8" C900 PVC WATER	LF	651	\$200.00	\$130,200.00
3	SANITARY MANHOLES	EA	6	\$6,200.00	\$37,200.00
4	FLUSHING INLETS	EA	3	\$1,004.00	\$3,012.00
5	SANITARY CLEANOUTS	EA	56	\$564.00	\$31,584.00
6	4" SANITARY LATERAL	LF	682	\$167.00	\$113,894.00
7	BACKFLOW PREVENTERS (DOMESTIC WATER)	EA	8	\$500.00	\$4,000.00
8	BACKFLOW PREVENTERS/FDC (FIRE)	EA	8	\$1,000.00	\$8,000.00
9	FIRE WATER SERVICE LATERAL	LF	57	\$215.00	\$12,255.00
10	DOMESTIC WATER SERVICE LATERAL	LF	404	\$210.00	\$84,840.00
11	HYDRANTS	EA	5	\$1,500.00	\$7,500.00
12	VALVES	EA	18	\$474.00	\$8,532.00
13	WATER METER	EA	8	\$100.00	\$800.00
				TOTAL	\$615,775.00
				CONSTRUCTION COST	\$1,457,735.61

(Use this number for E&I fee calculations)

10% CONTINGENCY	\$145,773.56
TOTAL CONSTRUCTION COST	\$1,603,509.17

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 10591

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: \$1,603,858.97

Surety: Harco National Insurance Company
Attorney-in-fact: Janina Monroe
Address: 19800 MacArthur Blvd. #1250
Irvine, CA 92612

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$1,603,858.97

Surety: Harco National Insurance Company
Attorney-in-fact: Janina Monroe
Address: 19800 MacArthur Blvd. #1250
Irvine, CA 92612

CASH MONUMENT SECURITY:

Amount deposited per Cash Receipt No. N/A Date: \$0.00
N/A

BOND NO. 0843841
INITIAL PREMIUM: \$8,019.00
SUBJECT TO RENEWAL

CITY OF MILPITAS
TRACT MAP NO. 10591 IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and City Ventures Homebuilding, LLC, a Delaware limited liability company ("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 Tract Map No. 10591 ("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 _____, _____ ("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 Harco National Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Illinois, 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 in the amount of One Million Six Hundred and Three Thousand Eight Hundred and Fifty Eight and 97/100 dollars (\$1,603,858.97), 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.

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 Irvine, CA, this 21st day of December, 2023.

(Corporate Seal)

City Ventures Homebuilding, LLC

Principal

By

Title Scott Hansen, CFO/COO

(Corporate Seal)



Harco National Insurance Company

Surety

By

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Janina Monroe, Attorney-In-Fact

The rate of premium on this bond is \$5.00 per thousand. The total amount of premium charges is \$ 8,019.00.

(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)

Harco National Insurance Company

2400 E. Katella Ave. #250

Anaheim, CA 92806

(Name and Address of Agent or Representative for service of process in California, if different from above)

Lockton Insurance Brokers LLC

19800 MacArthur Blvd. #1250

Irvine, CA 92612

(Telephone number of Surety and Agent or Representative for service of process in California)

949-252-4400

CALIFORNIA 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.

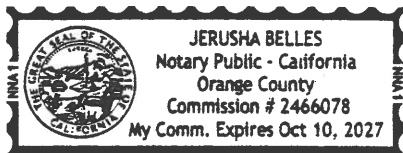
State of California

County of Orange }

On Dec. 21st, 2023 before me, Jerusha Belles, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared Scott Homan
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.

Place Notary Seal and/or Stamp Above

Signature Jerusha Belles
Signature of Notary Public

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: _____

ALL- PURPOSE CERTIFICATE OF 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 Orange }

On DEC 21 2023 before me, Gina L Garner, Notary Public
(Here insert name and title of the officer)

personally appeared Janina Monroe,
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.

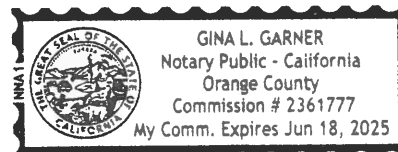
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0843841

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JANINA MONROE, PAUL BOUCHER, MICHELLE HAASE, MARTHA BARRERAS

Irvine, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, December 21, 2023



Addendum: Usage of e-Seal and e-Signature for Harco and IFIC Surety Bond Forms

Harco National Insurance Company and International Fidelity Insurance Company (herein the "Company") have authorized our network of surety partners, as granted under the attached Power of Attorney, stipulated within the terms of a signed Agency Agreement and duly appointed by the Company under a Department of Insurance appointment (where required) within all 50 U.S. States, plus U.S. territories and possessions, to affix an electronic e-seal to all bond documents as if it were a raised corporate seal. This addendum also extends to the use of an e-signature by our appointed surety partners authorized under the Company Power of Attorney.

This authority is effective on this day, the 24th of May 2022 and shall remain in place indefinitely unless and until revoked by the Company.

Harco National Insurance Company and International Fidelity Insurance Company



A handwritten signature in black ink, appearing to read 'Kenneth Chapman'.

Authorized by: Kenneth Chapman
Executive Vice President , Surety

BOND NO. 0843841
INITIAL PREMIUM: included in performance bond
SUBJECT TO RENEWAL

CITY OF MILPITAS
TRACT MAP NO. 10591 IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and City Ventures Homebuilding, LLC, a Delaware limited liability company ("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 Tract Map No. 10591 ("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 _____, _____ ("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 Harco National Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Illinois, 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 in the amount of One Million Six Hundred and Three Thousand Eight Hundred and Fifty Eight and 97/100 dollars, (\$1,603,858.97), said sum being not less than 100% of the 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 Irvine, CA, this 21st day of December, 2023.

(Corporate Seal)

City Ventures Homebuilding, LLC
Principal

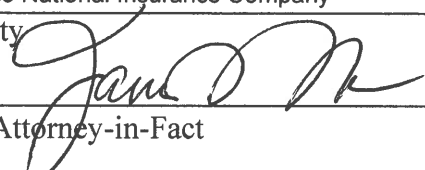
By 

Title Scott Homan, CFO/COO

(Corporate Seal)



Harco National Insurance Company

Surety 

By Janina Monroe
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Janina Monroe, Attorney-In-Fact

The rate of premium on this bond is 0.00 per thousand. The total amount of premium charges is \$ included in performance bond.
(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)

Harco National Insurance Company
2400 E. Katella Ave #250
Anaheim, CA 92806

(Name and Address of Agent or Representative for service of process in California, if different from above)

Lockton Insurance Brokers LLC
19800 MacArthur Blvd. #1250
Irvine, CA 92612

(Telephone number of Surety and Agent or Representative for service of process in California)

949-252-4400

CALIFORNIA 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.

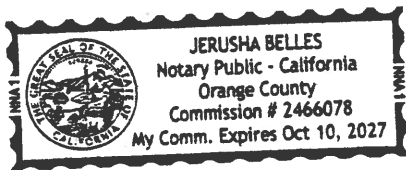
State of California

County of Orange }

On Dec. 21st 2023 before me, Jerusha Belles, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared Scott Homan
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

Jerusha Belles
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 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: _____

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

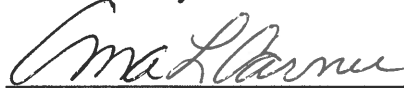
County of Orange }

On DEC 21 2023 before me, Gina L Garner, Notary Public
(Here insert name and title of the officer)

personally appeared Janina Monroe,
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.

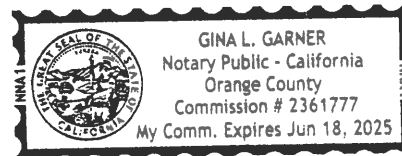
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0843841

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JANINA MONROE, PAUL BOUCHER, MICHELLE HAASE, MARTHA BARRERAS

Irvine, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognition, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

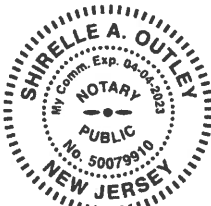
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, December 21, 2023

A01005



Addendum: Usage of e-Seal and e-Signature for Harco and IFIC Surety Bond Forms

Harco National Insurance Company and International Fidelity Insurance Company (herein the "Company") have authorized our network of surety partners, as granted under the attached Power of Attorney, stipulated within the terms of a signed Agency Agreement and duly appointed by the Company under a Department of Insurance appointment (where required) within all 50 U.S. States, plus U.S. territories and possessions, to affix an electronic e-seal to all bond documents as if it were a raised corporate seal. This addendum also extends to the use of an e-signature by our appointed surety partners authorized under the Company Power of Attorney.

This authority is effective on this day, the 24th of May 2022 and shall remain in place indefinitely unless and until revoked by the Company.

Harco National Insurance Company and International Fidelity Insurance Company



A handwritten signature in black ink, appearing to read 'Kenneth Chapman'.

Authorized by: Kenneth Chapman
Executive Vice President, Surety



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute the Maintenance Agreement with Creekside Milpitas 3, LLC, for the Maintenance of the Site Improvements Located within Lot A of the Amazon Parking Lot Project Located at 1207 N. McCarthy Boulevard (Staff Contact: Matt Cano, Assistant City Manager/Acting City Engineer, 408-586-3012; and Roberto Alonzo, PW Division Manager - Engineering, 408-586-3316)
Category:	Consent Calendar-Community Development
Meeting Date:	2/6/2024
Recommendation:	Approve and authorize the City Manager to execute the Maintenance Agreement with Creekside Milpitas 3, LLC, for the maintenance of the site improvements located within Lot A of the Amazon Parking Lot Project located at 1207 N. McCarthy Boulevard.

BACKGROUND:

On October 14, 2020, the Milpitas Planning Commission conditionally approved Developer's application for a Site Development Permit (SD20-0002) and approved an addendum to the 2009 McCarthy Ranch Environmental Impact Report (EIR) adopted in June 16, 2009 to allow development of a Quasi-Public Surface Parking Lot with 247 Private Parking Spaces and up to 11 Public Parking Spaces and associated site improvements on a 5.22 Acre site located at 1207 North McCarthy Blvd, Milpitas, CA 95035. As a community benefit as part of the entitlements, the developer refurbished the existing Coyote Creek Trailhead public amenities and expanded an existing surface parking lot with additional parking spaces, sidewalks, and landscaping. All these improvements were done in Lot A.

Within Lot A, the City was dedicated a 45-foot wide easement for Levee Ramp access, Pedestrian Access and Ingress and Egress purposes into the City's Sanitary Sewer Pump Station Facility per Parcel Map Book 730, Pages 13-16.

ANALYSIS:

The Developer, Creekside Milpitas 3, LLC, has agreed to enter into a Maintenance Agreement (**Attached**) with the City in order to maintain certain site improvements, including but not limited to sidewalk, landscaping and irrigation, pervious pavement, etc "Improvements" within Lot A of the property located at 1207 N. McCarthy Blvd.

POLICY ALTERNATIVE(S):

Alternative 1:

Deny approval of Maintenance Agreement for the maintenance of the Improvements

Pros: None

Cons: Denying approval of the Maintenance Agreement will cause these Improvements to deteriorate and potentially end up under the maintenance obligations of the City.

Reason for Not Recommending: The proposed improvements are designed to support the public. Staff recommends the City Council approve the Maintenance Agreement to ensure the future maintenance of the improvements.

FISCAL IMPACT:

The Property Owner will have perpetual ownership and maintenance responsibilities for the improvements following construction and acceptance of the project.

California Environmental Quality Act (CEQA):

State CEQA Guidelines section 15164 requires lead agencies to prepare an addendum to a previously certified EIR if some changes or additions to the project are necessary, but none of the conditions requiring preparation of a subsequent or supplemental EIR are present. The Planning Commission has reviewed and considered the EIR and the Addendum and finds that together they contain a complete and accurate reporting of the environmental impacts associated with the Modified Project. The Planning Commission further finds that the Addendum has been completed in compliance with CEQA and the State CEQA Guidelines

On October 14, 2020 the Planning Commission adopted Resolution 20-018 and approved the Addendum to the EIR thus finding that all environmental impacts of the Modified Project have been addressed within the EIR and the associated mitigation monitoring and reporting program, and Addendum. No new or additional mitigation measures or alternatives are required.

RECOMMENDATION:

Approve and authorize the City Manager to execute the Maintenance Agreement with Creekside Milpitas 3, LLC, for the maintenance of the site improvements located within Lot A of the Amazon Parking Lot Project located at 1207 N. McCarthy Boulevard.

Attachment(s):

- 1) Maintenance Agreement

RECORDING REQUESTED BY:

City of Milpitas

WHEN RECORDED, MAIL TO:

CITY OF MILPITAS

455 E. CALAVERAS BOULEVARD

MILPITAS, CA 95035-5479

Attn: City Clerk

Exempt from recording fees per Government Code
§6103 and §27383

(SPACE ABOVE FOR RECORDER'S USE)

MAINTENANCE AGREEMENT FOR SITE IMPROVEMENTS

THIS MAINTENANCE AGREEMENT FOR SITE IMPROVEMENTS ("Agreement") is made and entered into as of _____, 2024 ("Effective Date") by and between CREEKSIDE MILPITAS 3, LLC, a California limited liability corporation ("Developer") and CITY OF MILPITAS, a municipal corporation of the State of California ("City"). The Developer and the City may collectively be referred to herein as the "Party" or the "Parties".

RECITALS:

On February 14, 2020, Developer submitted to City an application for approval of a Site Development Permit (the "McCarthy Parking Lot") for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property").

A. On October 14, 2020, the **MILPITAS PLANNING COMMISSION** conditionally approved Developer's application for a Site Development Permit (SD20-0002) and approved an addendum to the 2009 McCarthy Ranch Environmental Impact Report (EIR) adopted in June 16, 2009 to allow development of a Quasi-Public Surface Parking Lot with 247 Private Parking Spaces and up to 11 Public Parking Spaces and associated site improvements on a 5.22 Acre site located at 1207 North McCarthy Blvd, Milpitas, CA 95035.

B. Lot A was dedicated to the City as a 45-foot wide easement for Levee Ramp, Pedestrian Access and Ingress and Egress Purposes per Parcel Map Book 730 Pages 13-16 (See Exhibit A).

C. The site improvements located on Lot A are shown on City approved site improvement plans under Building Permit B-SI20-0019 (See Exhibit B).

Within Lot A, there are certain site improvements, including but not limited to sidewalk, landscaping and irrigation, pervious pavement, etc. (hereinafter "Site Improvements"), more particularly described on City approved site improvement plans under Building Permit B-SI20-0019.

D. All Site Improvements located within Lot A shall be maintained by the Developer or its successor and/or assigns.

E. The Parties desire to enter into this Agreement to set forth the roles and responsibilities of the Parties relating to the maintenance of the Site Improvements.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Developer Maintenance Area:

Developer shall maintain the Public Improvements as shown on approved plan no. B-SI20-0019 located within Lot A.

2. Developer Defined.

For purposes of this Agreement, the term "Developer" shall include CREEKSIDE MILPITAS 3, LLC, a California limited liability corporation and any grantee, heir, transferee or successor-in-interest.

3. Maintenance Obligations of Site Improvements.

- (a) Upon completion and City's acceptance of Site Improvements, Developer shall, at Developer's sole cost and expense, fully and timely perform and satisfy any and all terms, conditions, and maintenance obligations of this Agreement. Developer shall, at Developer's sole cost and expense, provide labor, supervision, supplies, materials, equipment, and any and all other tools and manpower necessary to clean, preserve, maintain, repair, and replace the Site Improvements, as further set forth herein. The maintenance services required herein is referred to as the "Maintenance Services" and shall be subject to City review and approval.
- (b) Developer agrees and acknowledges that the Site Improvements, as depicted in Exhibit B, shall be open to the public as solely determined by City. Nothing herein gives Developer the right to restrict, exclude, or in any manner prohibit any person from using the Site Improvements. If Developer believes that any portion of the Site Improvements need to be restricted or closed for public safety purposes to perform the Maintenance Services described herein, Developer shall obtain City's prior written approval and shall comply with all requirements imposed by the City, which shall include but not be limited to the Developer following the City's preferred manner of restricting access, and the Developer providing notice to the public of any such restrictions and corresponding traffic plan.
- (c) Developer shall perform the Maintenance Services in full compliance with the maintenance standards set forth by the City for other similar site improvements maintained by City and as further set forth in this Agreement (the "City Standards"). Maintenance Services performed under this Agreement shall be subject to City review and approval. After completion and City's acceptance of the Site Improvements, the City and Developer shall immediately meet to discuss such maintenance obligations. Thereafter, City and Developer shall meet when requested by the City to confirm that the scope of the maintenance obligations being

performed by the Developer is consistent with City Standards. The costs of the Maintenance Services shall be borne solely by Developer.

- (d) Maintenance Service Requests. Developer shall respond to all special service requests for Maintenance Services within seventy-two (72) hours. Special service requests can include any aspect of duty under the Maintenance Services, as determined solely by City, including graffiti abatement, the repair of vandalism (e.g., the scattering of broken glass), and pavement damage. All special services requests that involve a potential safety hazard(s) or dangerous conditions), as determined solely by City, shall be addressed within twenty-four (24) hours.
- (e) Scope of Maintenance Services. Developer shall furnish all supervision, labor, material, equipment, and transportation required to maintain and/or repair the Site Improvements in a safe, clean, functional, and attractive condition throughout the Term. All Maintenance Services shall be performed in accordance with all procedures set forth in operating manuals and warranty documentation for the care and preservation of any Site Improvements, applicable maintenance standards of the Site Improvements, and in conformance with Exhibit C, and all applicable laws and regulations relating to maintenance and repairs of the Site Improvements. All Maintenance Services performed under this Agreement shall be subject to City review and approval, including repairs and/or replacement of the Site Improvements
- (f) Work Force.
 - i. Developer shall designate one qualified representative with experience in public improvement maintenance to (1) be available by telephone for any emergency; (2) schedule and coordinate maintenance and repairs required under this Agreement; (3) coordinate and prepare pesticide and incident reports; and (4) address and respond to any questions or concerns that may arise during the performance of this Agreement.
 - ii. All Developer's employees, agents, representatives, contractors, or subcontractors ("Work Force") may perform Maintenance Services under this Agreement
 - iii. All Work Force personnel shall be qualified to perform the duties assigned to them by Developer and possess the requisite licenses and necessary permits to perform such Maintenance Services. All Work Force shall conduct themselves at all times in a courteous and businesslike manner.
- (g) Days and Hours of Services. Maintenance Services shall be performed on Monday, Tuesday, Wednesday, Thursday, and Friday between 8:00 a.m. and 5:00 p.m., unless agreed to otherwise in writing or as necessary to address special service requests within the timeframes required by sub-section (d), above.
- (h) Materials. All materials used in the Maintenance Services shall be approved in advance by City's Director of Public Works in their reasonable discretion.

(i) Compliance.

- i. Developer shall comply with all City rules, regulations, and policies relating to Site Improvements. Developer, or its Work Force, shall be solely responsible for, and will pay, any excise taxes, fees, contributions, or charges applicable to the conduct of its business or which may be levied on the Maintenance Services hereunder.
- ii. Developer shall not make any improvements, alterations, additions, or changes to the Site Improvements other than those contemplated by the Maintenance Services as described herein and in Exhibit C, without obtaining City's prior written consent.
- iii. Developer and/or its Work Force shall not store any equipment, materials, or supplies in, on or upon the City's City Right-of-way.

4. Damage or Destruction to Improvements.

In the event that the Site Improvements are damaged by fire or other casualty or event during the Term of this Agreement, Developer shall at Developer's sole cost, within thirty (30) days, commence and diligently pursue to completion the repair, replacement or reconstruction of the Improvements.

5. Liens.

Developer shall keep the Site Improvements free from any encumbrances or liens arising out of any work performed, materials furnished, or obligations incurred by or for Developer, provided, however that Developer may contest any such liens in good faith by appropriate proceedings. Developer shall promptly pay and discharge all claims for work or labor done, supplies furnished or services rendered at the request of Developer and shall keep the Site Improvements free and clear of all mechanics' and material liens in connection therewith. The City shall have the right to post or keep posted on the Site Improvements, or in the immediate vicinity thereof, any notices of non-responsibility for any construction, alteration or repair of the Site Improvements by Developer. If any such lien is filed, the City may, but shall not be required to, upon written notice to Developer, take such action or pay such amount as may be necessary to remove such lien. Developer shall reimburse City for all reasonable sums paid by City under this section within thirty (30) days after written notice is received from City of the amount expended.

6. Insurance of Developer.

- (a) Before beginning any work under this Agreement, Developer shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work consisting of the construction of the Site Improvements and the ongoing maintenance of the Site Improvements hereunder by the Developer and its agents, representatives, employees, and subcontractors. Developer shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Developer shall maintain the insurance policies required by this section throughout the term of this Agreement and shall produce copies of said policies to the City upon

demand. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

(b) Subcontractors.

Developer shall include all contractors or subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

(c) Workers' Compensation. Developer shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Developer. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement. An endorsement shall state that coverage shall not be suspended, voided, canceled, except after thirty (30) days' prior written notice has been given to the City.

(d) Commercial General and Automobile Liability Insurance.

i. General requirements. Developer, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from Developer's performance, or failure to perform, its obligations under this Agreement, including the use of owned and non-owned automobiles.

ii. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

(e) Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

i. City and its officers, officials, agents, and employees (the "City Additional Insureds") shall be covered as additional insureds with respect to each of the

following: liability arising out of activities performed pursuant to this Agreement by or on behalf of Developer, including the insured's general supervision of Developer; products and completed operations of Developer with respect to the City Site Improvements; premises owned, occupied, or used by Developer to the extent the same pertain to Developer's obligation under this Agreement; and automobiles owned, leased, or used by the Developer to the extent the same pertains to the Property Owner's obligation under this Agreement.

- ii. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- iii. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, agents, and employees, and that, except as otherwise provided herein, no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- iv. Any failure of Developer to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, officials, agents, and employees.
- v. An endorsement shall state that coverage shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the City.
- vi. Verification of Coverages.
Insurance is to be placed with insurers acceptable to the City Manager. Developer shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to, mailed to the following postal address or any subsequent email or postal address as may be directed in writing by the City Engineer or designee:

The City of Milpitas
Director of Public Works
Christian Di Renzo
1265 N. Milpitas Boulevard
Milpitas, CA 95035

- vii. Insurance coverage levels under this Agreement may be modified by the City, in its sole discretion, upon one (1) year's advance notice to the Developer.
- viii. Developer shall provide to the City certificates of insurance upon acquisition and renewal of insurance coverage.

7. Duration.

- (a) This contract runs in perpetuity. Agreement shall continue to be in effect until such time as it is terminated by mutual written consent of the parties, or as otherwise provided for herein.
- (b) If the City terminates its use of the easement by providing written notice of such termination to Developer, this Agreement shall terminate concurrently with the easement.
- (c) This Agreement can be terminated immediately by City at its sole discretion by providing notice to Developer.

8. Right of City to Remedy Failure of Maintenance Obligation. If Developer fails to comply with the provisions of this Agreement, then City may deliver written notice to Developer identifying the specific defects regarding the Maintenance Services. Subject to Section 6, Developer shall have fifteen (15) business days to correct the City's concerns, provided that if such correction cannot be completed within fifteen (15) business days, then Developer shall be afforded a reasonable amount of additional time to correct City's concerns provided that Developer commences such correction during the initial fifteen (15) business days and diligently pursues such correction. Notice provided by the City shall specify the date Developer must remedy the City's concerns in order to avoid action by the City. If the Developer disagrees in good faith with the City's concerns, Developer shall notify the City of such disagreement within seven (7) business days of receipt of such notice and the parties shall discuss in good faith the City's concerns and Developer's disagreement with such concerns. Notwithstanding the foregoing, if the City determines an emergency situation exists which must be remedied immediately, then the City will provide written notice to Developer specifying that the emergency situation must be remedied within twenty-four (24) hours.

If after notice from the City, Developer fails to correct the specific defects identified in the City's notice within the specified time period set forth above, the City shall have the right to remedy the defects. The City may retain, at its election its own contractors, or the Developer's contractors, or other appropriate third-party company to complete the work. Any costs incurred by the City for maintenance of the city right-of-way shall be solely borne by the Developer. The City shall provide an invoice for the maintenance cost incurred by the City to Developer. Developer shall remit payment to the City within thirty (30) days from receipt of the invoice. The Parties agree that any maintenance undertaken by the City under this section shall not terminate the maintenance obligation of Developer. In the event of non-compliance with the City's notice more than twice in any twelve (12) month period, or lack of prompt reimbursement, the City retains the right to any remedies it may have according to law.

9. Indemnification. Developer hereby covenants and agrees to indemnify, defend, and hold City, its officers, official, agents, and employees, free and harmless from and against any and all claims, damages (including damage to property, death and injury to persons), demands, losses, obligations, judgments, liabilities, costs and expenses (including, without limitation, attorneys' and other fees) (collectively, "Losses") arising from or in any way connected with or related to any of the following: (i) any lawsuit, arbitration, administrative proceeding or other legal action concerning Developer's and/or its agents' acts or

omissions with regard to the Maintenance Services, or any other maintenance or construction contemplated under this Agreement for the Site Improvements and, (ii), any breach by Developer of any of its obligations under this Agreement. However, in no event shall Developer be obligated to defend or indemnify the City with respect to Losses to the extent caused by the sole negligence or sole willful misconduct of the City, its employees, representatives, or agents.

(a) If any portion of the Site Improvements, or any portion of the city property is damaged by any of the activities conducted by Developer or its work force hereunder, Developer shall promptly, at its sole cost, repair any and all such damage and restore the City's Site Improvements or any part of the City Property to substantially the same condition as it was prior to such damage, reasonable wear and tear accepted.

10. Validity.

If any one or more of the terms, provisions, promises, covenants, conditions or option provisions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, conditions and option provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

11. Notices.

Unless otherwise provided in this Agreement, all notices, demands, or other communications given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been given upon personal delivery or as of the second business day after mailing in the United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address or to such other person as either party may designate:

City:

City Milpitas
1265 N. Milpitas Boulevard
Milpitas, California 95035
Attention: Director of Public Works
Telephone: (408) 586-2600

Developer:

Creekside Milpitas 3, LLC
Attn: Joey McCarthy
210 Almendra Avenue
Los Gatos, CA 95030
408-358-5058

12. Headings.

The titles or headings of the sections of this Agreement are not a part of the Agreement and shall have no effect upon the construction of or interpretation of this Agreement.

13. Binding Effect.

This Agreement, and the terms, provisions, promises, covenants, conditions and option provisions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

14. Nondiscrimination.

The Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that this Agreement is made and accepted upon and subject to the following conditions:

- (a) That there shall be no discrimination against or segregation of any person or group of persons, on account of sex, marital status, race, color, creed, national origin, ancestry, gender, disability or sexual orientation, in the assignment of obligations or hiring for maintenance services on the city right-of-way and Site Improvements therein operated.

15. Exhibits. This Agreement includes the following Exhibits that are attached hereto and incorporated herein:

Exhibit A	Parcel Map
Exhibit B	Site Improvement Plan - B-SI20-0019
Exhibit C	Site Improvements Maintenance Functions and Maintenance Services

16. Assignments. Upon a transfer of fee title to the Property by Developer, this Agreement shall be deemed automatically assigned to Developer's transferee.

17. General Provisions.

(a) Hazardous Materials.

- i. Developer's covenants and agrees that it shall not cause or permit any Hazardous Material (as defined by "Laws" below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Site Improvements or city right-of-way except in compliance with applicable environmental laws. Developer agrees that during the term of this Agreement, Developer shall not be in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, soil, water, or environmental conditions on, under or about the Site Improvements including, but not limited to, Hazardous Material Laws. Developer further agrees that during the Term of this Agreement, there shall be no use, presence, disposal, storage, generation, release, or threatened release of Hazardous Materials on, from or under the Site Improvements or City Right-of-way in violation of any Hazardous Material Laws. Developer shall take reasonable precautions to eliminate any hazards relating to its activities on or about the City Right-of-way and all Site Improvements hereunder.
- ii. If Developer or any of its Members causes or permits the release of any Hazardous Materials in, on, under or about the Site Improvements or any other city property, Developer shall, promptly, at no expense to City, take any and all appropriate actions to return the Site Improvements or other City property affected thereby to the condition existing prior to such release and otherwise

investigate and remediate the release in accordance with all applicable laws and requirements.

- iii. Developer shall indemnify City from and against any and all claims, orders, rulings, regulations, or lawsuits during or after the Term of this Agreement relating to any release of Hazardous Materials as set forth in Section 9(A) above. The foregoing indemnity includes, without limitation, all costs associated with the investigation and remediation of Hazardous Material(s) and with the restoration of the Site Improvements or City Right-of-way to its prior condition including, without limitation, fines and penalties imposed by regulatory agencies, natural resource damages and losses, and re-vegetation of the City Right-of-way Improvements.

(b) Waiver.

The waiver by one Party of any breach by any other Party of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

(c) Entire Agreement.

This Agreement, including all exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the Parties to this Agreement.

(d) Partial Invalidity.

If any provision of this Agreement is held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and unimpaired by the holding.

@

(e) Compliance with Laws.

Developer shall each comply with all applicable laws, ordinances, codes, and regulations (collectively "Laws") of the federal, state, and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

(f) Governing Law.

This Agreement shall be governed by and in accordance with the laws of the State of California.

(g) Venue.

In the event that suit shall be brought by either Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

(h) Time is Essence.

Time is of the essence with respect to the performance of each and every provision of this Agreement.

- (i) Counterparts.
This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement.
- (j) Prevailing Wage.
Maintenance Services performed under this Agreement may be subject to the payment of prevailing wage in accordance with State Law. Developer shall comply and cause its contractors and agents to comply with all applicable prevailing wage requirements under City and State Laws. 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 Developer and its contractors and agents performing such Services must be registered with the Department of Industrial Relations. Developer and its 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.
- (k) Ownership.
Nothing stated in this Agreement shall transfer any ownership rights or interests of the City Right-of-way or Public in the Site Improvements. City, its officers, employees, and agents shall have the right to enter into and upon Lot A and Site Improvements, provided that such entry does not unreasonably interfere with the maintenance by Developer of the Site Improvements.
- (l) Conflict.
In the event of any conflicts between the terms and conditions of this Agreement and the terms and conditions of other agreements, the terms of this Agreement shall prevail.
- (m) Successor and Assigns.
This Agreement shall inure to the benefit and binds each of the Parties’ successor and assigns.
- (n) Confidential Information.
All City data, documents, discussions or other information developed or received by or for Developer in performance of this Agreement are confidential and must not be disclosed to any person or entity except as authorized in writing by City or as required by law (“Confidential Information”), provided however such Confidential Information may be disclosed to Developer, lenders, accountants, lawyers, insurers, representatives and any other advisors who shall be required under a written agreement to comply with this provision. Property Owner, its respective agents, directors, officers, employees, consultants, contractors, and subcontractors shall hold the Confidential Information in strict confidence and not use on its own behalf or disclose such Confidential Information to any third party, unless required by law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as set forth below.

CITY OF MILPITAS,
a municipal corporation under the
laws of the State of California
"CITY"
Approved By:

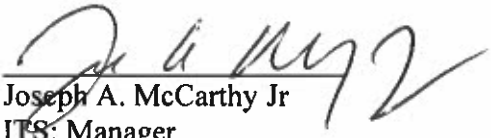
Name: Ned Thomas
City Manager

Approved as to Form:

Name: Michael Mutalipassi
City Attorney

Name: Christian Di Renzo
Public Works Director

CREEKSIDE MILPITAS 3, LLC
a California limited liability corporation
"Developer"

By: 

Joseph A. McCarthy Jr
ITS: Manager

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 January __, 2024, before me, Dana Christman, Notary Public personally appeared Joseph McCarthy, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the aforesaid State and County that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Signature]

My Commission expires: July 30, 2027

NOTARIAL SEAL

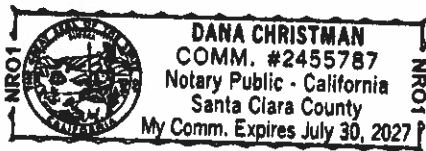


EXHIBIT “A”

PARCEL MAP

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE. WE HEREBY OFFER FOR DEDICATION TO THE CITY OF MILPITAS FOR PUBLIC USE FOR OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING:

- EASEMENT "A", A 34 FEET WIDE EASEMENT FOR USE AS LANDSCAPING, MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL FACILITIES AND THEIR APPURTENANCES THAT INCLUDES THE CONSTRUCTION OF SIDEWALKS.
- EASEMENTS "B", A 10 FEET WIDE EASEMENT (PSUE) FOR USE AS PUBLIC SERVICE UTILITY, MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL FACILITIES AND THEIR APPURTENANCES.
- EASEMENT "C", A 10 FEET WIDE EASEMENT FOR PEDESTRIAN INGRESS & EGRESS TO AND FROM COYOTE CREEK ACROSS PARCEL THREE.

- EASEMENT "D", A 45 FEET WIDE EASEMENT FOR LEVEE RAMP, PEDESTRIAN ACCESS INGRESS AND EGRESS PURPOSES.

WE HEREBY OFFER FOR DEDICATION IN FEE TO THE CITY OF MILPITAS A VARIABLE FEET WIDE STRIP OF LAND AS SHOWN HEREON AS MCCARTHY BOULEVARD.

THE ABOVE MENTIONED EASEMENTS AND STREETS SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES, IRRIGATION SYSTEMS AND THEIR APPURTENANCES AND LAWFUL FENCE. ACCESS SHALL BE MAINTAINED AT ALL TIMES.

BY: Joseph A. McCarthy **OWNERS:**
JOSEPH A. MCCARTHY, AS SUCCESSOR TRUSTEE OF THE
RIM TRUST, A REVOCABLE TRUST, DATED FEBRUARY 12, 1982.

BY: Muriel M. Harris
MURIEL M. HARRIS, AS SUCCESSOR TRUSTEE OF THE
RIM TRUST, A REVOCABLE TRUST, DATED FEBRUARY 12, 1982

BY: Muriel M. Harris
MURIEL M. HARRIS, AS TRUSTEE, OR SUCCESSOR TRUSTEE OF THE
MGM TRUST, A REVOCABLE TRUST, DATED DECEMBER 14, 1982.

BY: Joseph A. McCarthy
JOSEPH A. MCCARTHY, AS TRUSTEE, OR SUCCESSOR TRUSTEE OF THE
MGM TRUST, A REVOCABLE TRUST, DATED DECEMBER 14, 1982.

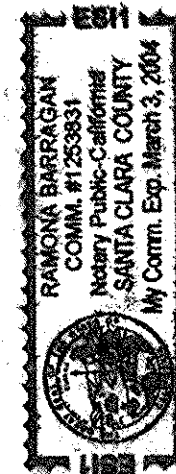
STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

ON July 24, 2000 BEFORE ME Ramona Barragan
PERSONALLY APPEARED Joseph A. McCarthy

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Ramona Barragan
PRINT NAME Ramona Barragan
PRINCIPAL PLACE OF BUSINESS Milpitas, CA
MY COMMISSION EXPIRES March 3, 2004



PARCEL MAP

CONSISTING OF FOUR SHEETS

BEING A SUBDIVISION OF A PORTION OF PARCEL ONE OF THAT
CERTAIN PARCEL MAP RECORDED IN BOOK 648 OF MAPS
AT PAGES 41-43 AND A RESUBDIVISION OF PARCELS ONE, TWO,
AND THREE OF PARCEL MAP IN BOOK 698 OF MAPS AT PAGES 15-17
SANTA CLARA COUNTY RECORDS
AND LYING WITHIN THE CITY OF
MILPITAS CALIFORNIA

JUNE 2000



MARK THOMAS & CO. INC.

CONSULTING CIVIL ENGINEERS & MUNICIPAL PLANNERS
OFFICES IN SAN JOSE, CUPERTINO, SALINAS, SACRAMENTO AND
PLEASANTON, WALNUT CREEK, & REDWOOD CITY
90 ARCHER STREET, SAN JOSE, CALIF. 95112 (408) 453-5373

STATE OF CALIFORNIA

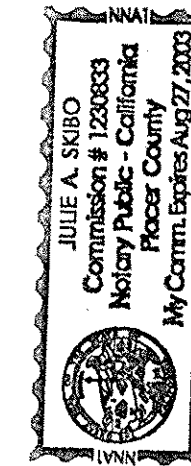
COUNTY OF ~~SANTA CLARA~~ Placer

ON July 20, 2000 BEFORE ME Julie A. Skibo
PERSONALLY APPEARED Muriel M. Harris

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN HER AUTHORIZED CAPACITY AND THAT BY HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Julie A. Skibo
PRINT NAME Julie A. Skibo
PRINCIPAL PLACE OF BUSINESS Tahoe City, CA
MY COMMISSION EXPIRES 8-27-03



STATE OF CALIFORNIA

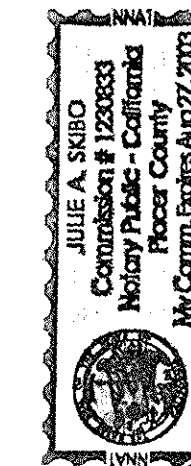
COUNTY OF ~~SANTA CLARA~~ Placer

ON July 20, 2000 BEFORE ME Julie A. Skibo
PERSONALLY APPEARED Muriel M. Harris

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN HER AUTHORIZED CAPACITY AND THAT BY HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Julie A. Skibo
PRINT NAME Julie A. Skibo
PRINCIPAL PLACE OF BUSINESS Tahoe City, CA
MY COMMISSION EXPIRES 8-27-03



STATE OF CALIFORNIA

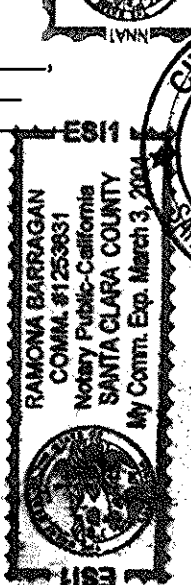
COUNTY OF SANTA CLARA

ON July 24, 2000 BEFORE ME Ramona Barragan
PERSONALLY APPEARED Joseph A. McCarthy

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

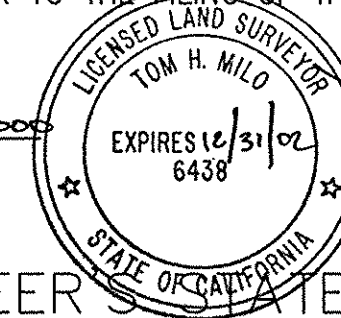
SIGNATURE Ramona Barragan
PRINT NAME Ramona Barragan
PRINCIPAL PLACE OF BUSINESS Milpitas, CA
MY COMMISSION EXPIRES March 3, 2004



ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND WAS COMPILED FROM RECORD DATA IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AT THE REQUEST OF JOSEPH A. MCCARTHY ON APRIL 19, 2000
I HEREBY STATE THAT THIS PARCEL MAP COMPLIES WITH PARCEL MAP PROCEDURES OF THE CITY OF MILPITAS AND THAT THIS PARCEL MAP CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FULFILLED PRIOR TO THE FILING OF THE PARCEL MAP, AND IT IS TECHNICALLY CORRECT.

DATED: July 26, 2000



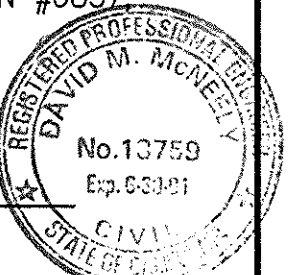
TOM H. MILO L.S. NO. 6438
EXPIRES 12/31/2002

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN PARCEL MAP; THAT THE SUBDIVISION AS SHOWN THEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT THIS SUBDIVISION COMPLIES WITH PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES, APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP; AND I ACCEPT THE SUBJECT DEDICATIONS ON BEHALF OF THE CITY COUNCIL AS AUTHORIZED BY RESOLUTION #6837; AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED 7/27/00

David M. McNeely
DAVID M. MCNEELY
CITY ENGINEER, CITY OF MILPITAS
R.C.E. NO. 18759, EXPIRATION DATE JUNE 30, 2001



RECORDER'S STATEMENT:

FILED THIS 28th DAY OF July, 2000, AT 3:04 PM IN BOOK 730
OF MAPS 13-16 AT PAGES 13-16 SERIES NUMBER 15336133
AT THE REQUEST OF MARK THOMAS & CO. INC.

FEE \$14.00

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER

BY: Ernest J. Parris, RDE II
DEPUTY

CITY CLERK'S CERTIFICATE

I, GAIL BLALOCK, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF MILPITAS ON BEHALF OF THE CITY COUNCIL, AS GOVERNING BODY OF THE CITY OF MILPITAS AT A REGULAR MEETING HELD ON THE 24TH DAY OF MAY, 2000, HAS TAKEN THE FOLLOWING ACTIONS:

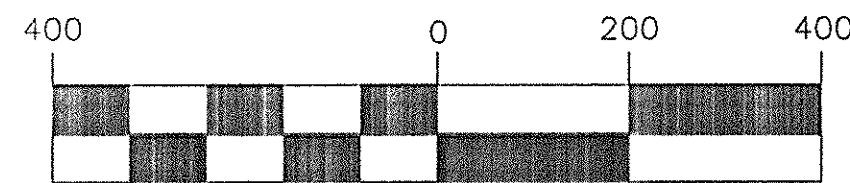
- APPROVED THIS PARCEL MAP.
- FOR ASSESSMENT DISTRICTS CREATED BY THIS GOVERNING BODY, THE COUNCIL HAS DETERMINED THAT PROVISION HAS BEEN MADE FOR SEGREGATION OF THE RESPONSIBILITY OF EACH OF THE PROPOSED NEW PARCELS FOR A PORTION OF THE ASSESSMENT PAYMENT OBLIGATION IN THE MANNER PROVIDED IN THE STATUTE PURSUANT TO WHICH THE THE ASSESSMENTS WERE LEVIED OR TO WHICH THE BONDS WERE ISSUED:
LOCAL IMPROVEMENT DISTRICT NO. 18 & 20
LIGHTING AND LANDSCAPING MAINTENANCE ASSESSMENT DISTRICT NO. 95-1
- ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF OFFER OF DEDICATION TO WIT:

- EASEMENT "A", A 34 FEET WIDE EASEMENT FOR USE AS LANDSCAPING, MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL FACILITIES AND THEIR APPURTENANCES THAT INCLUDES THE CONSTRUCTION OF SIDEWALKS.
- EASEMENTS "B", A 10 FEET WIDE EASEMENT (PSUE) FOR USE AS PUBLIC SERVICE UTILITY, MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL FACILITIES AND THEIR APPURTENANCES.
- EASEMENT "C", A 10 FEET WIDE EASEMENT FOR PEDESTRIAN INGRESS & EGRESS TO AND FROM COYOTE CREEK ACROSS PARCEL THREE.
- EASEMENT "D", A 45 FEET WIDE EASEMENT FOR LEVEE RAMP, PEDESTRIAN ACCESS INGRESS AND EGRESS PURPOSES.
- A VARIABLE FEET WIDE STRIP OF LAND AS SHOWN HEREON AS MCCARTHY BOULEVARD.

DATED: 7/27/00

Gail Blalock
GAIL BLALOCK, CITY CLERK
CITY OF MILPITAS

GRAPHIC SCALE



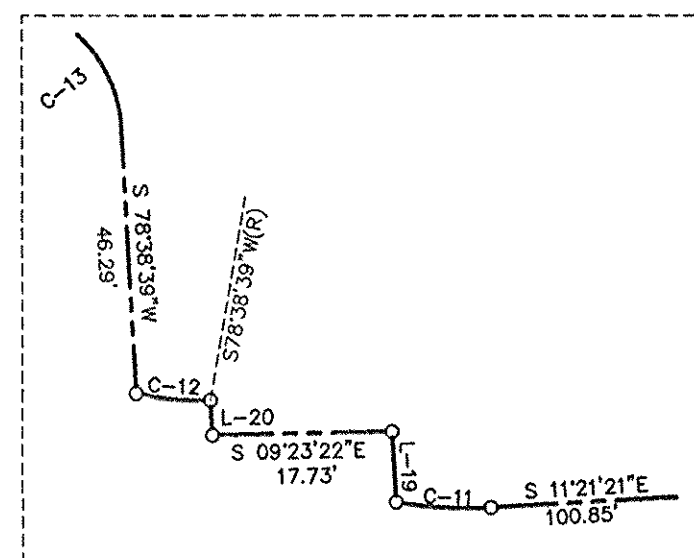
(IN FEET)
1 inch = 200 ft.



GENERAL NOTES

THE RECORDING OF THIS MAP SHALL TERMINATE THE 80 FEET WIDE PSUE & ACCESS EASEMENT AS CREATED BY THAT PARCEL MAP 648 PM 41-43.

DETAIL "B" NOT TO SCALE



DETAIL "A" NOT TO SCALE

LINE TABLE

COURSE	BEARING	DISTANCE
L-1	N 58°48'17"W	90.00'
L-2	N 31°11'43"E	93.00'
L-3	N 58°48'17"W	90.00'
L-4	N 07°59'23"W	64.00'
L-5	N 82°00'37"E	20.00'
L-6	N 82°00'37"E	20.00'
L-7	N 07°59'23"W	22.46'
L-8	N 65°02'03"W (R)	20.00'
L-9	N 66°06'20"W (R)	20.00'
L-14	S 07°46'20"W	66.17'
L-15	S 01°32'30"E	62.94'
L-16	S 09°27'38"W	46.07'
L-17	S 14°59'23"W	48.55'
L-18	S 04°55'43"E	60.12'
L-19	S 78°38'39"W	6.95'
L-20	S 78°38'39"W	3.40'
L-21	S 07°05'37"E	27.03'
L-22	N 07°05'37"W	27.03'

BASIS OF BEARINGS

THE BEARING OF N75°00'55"W ALONG THE CENTERLINE OF RANCH DRIVE AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN BOOK 648 OF MAPS AT PAGES 41, 42 & 43 SANTA CLARA COUNTY RECORDS WAS TAKEN AS THE BASIS OF BEARINGS SHOWN HEREON.

LEGEND

- ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
THE DISTINCTIVE BORDER LINE INDICATES THE BOUNDARY OF LAND SURVEYED BY THIS MAP.
- PSUE INDICATES PUBLIC SERVICE UTILITY EASEMENT
 - INDICATES BOUNDARY OF LAND SUBDIVIDED BY THIS MAP
 - INDICATES RESTRICTED ACCESS TO AND FROM THE NIMITZ FREEWAY
 - COMPUTED POINT, NOTHING FOUND OR SET
 - ⊙ INDICATES STANDARD CITY MONUMENT FOUND
 - INDICATES 3/4" IRON PIPE SET W/CAP STAMPED L.S. 6438
 - ⊙ INDICATES STANDARD CITY MONUMENT SET
 - ESMNT EASEMENT

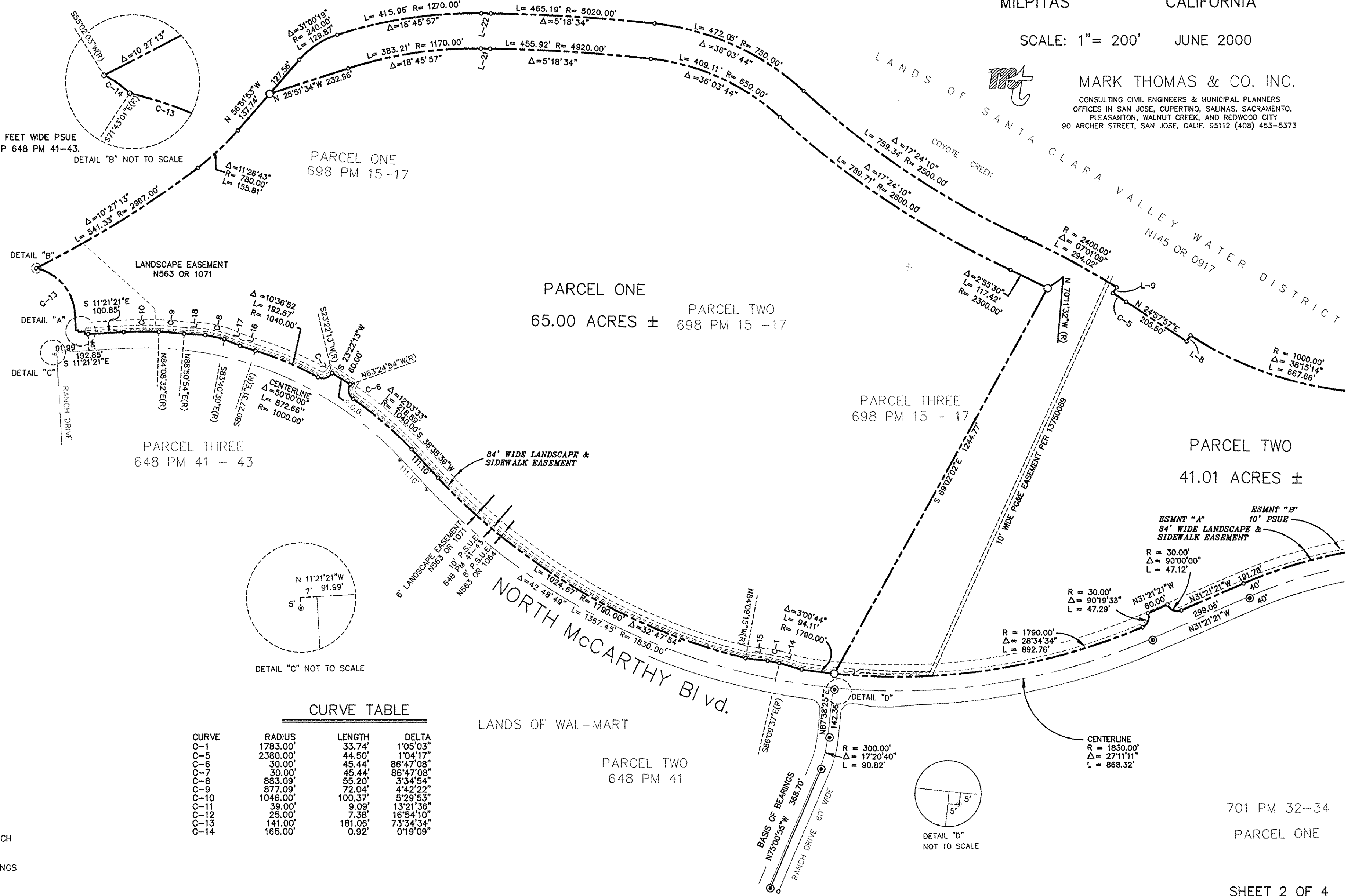
PARCEL MAP

CONSISTING OF FOUR SHEETS

BEING A SUBDIVISION OF A PORTION OF PARCEL ONE OF THAT CERTAIN PARCEL MAP RECORDED IN BOOK 648 OF MAPS AT PAGES 41-43 AND A RESUBDIVISION OF PARCEL ONE, TWO AND THREE OF PARCEL MAP IN BOOK 698 OF MAPS AT PAGES 15-17, SANTA CLARA COUNTY RECORDS AND LYING WITHIN THE CITY OF MILPITAS CALIFORNIA

SCALE: 1" = 200' JUNE 2000

MARK THOMAS & CO. INC.
CONSULTING CIVIL ENGINEERS & MUNICIPAL PLANNERS
OFFICES IN SAN JOSE, CUPERTINO, SALINAS, SACRAMENTO,
PLEASANTON, WALNUT CREEK, AND REDWOOD CITY
90 ARCHER STREET, SAN JOSE, CALIF. 95112 (408) 453-5373



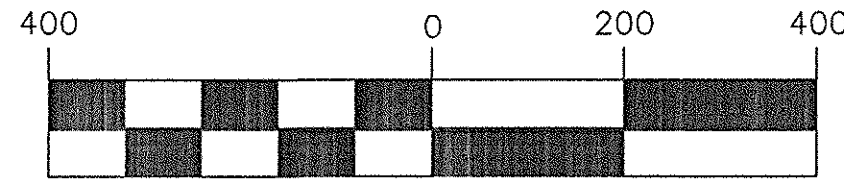
CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
C-1	1783.00'	33.74'	1°05'03"
C-5	2380.00'	44.50'	1°04'17"
C-6	30.00'	45.44'	86°47'08"
C-7	30.00'	45.44'	86°47'08"
C-8	883.09'	55.20'	3°34'54"
C-9	877.09'	72.04'	4°42'22"
C-10	1046.00'	100.37'	5°29'53"
C-11	39.00'	9.09'	13°21'36"
C-12	25.00'	7.38'	16°54'10"
C-13	141.00'	181.06'	73°34'34"
C-14	165.00'	0.92'	0°19'09"

730
14

14

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

LEGEND

- ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
THE DISTINCTIVE BORDER LINE INDICATES THE BOUNDARY OF LAND SURVEYED BY THIS MAP.
- PSUE INDICATES PUBLIC SERVICE UTILITY EASEMENT
 - INDICATES BOUNDARY OF LAND SUBDIVIDED BY THIS MAP
 - INDICATES RESTRICTED ACCESS TO AND FROM THE NIMITZ FREEWAY
 - COMPUTED POINT, NOTHING FOUND OR SET
 - ⊙ INDICATES STANDARD CITY MONUMENT FOUND
 - INDICATES 3/4" IRON PIPE SET W/CAP STAMPED L.S. 6438
 - ⊙ INDICATES STANDARD CITY MONUMENT SET
 - ESMNT EASEMENT
 - I. & E. E. INGREE & EGRESS EASEMENT
 - W. L. E. WATER LINE EASEMENT

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
C-1	1783.00'	33.74'	1°05'03"
C-5	2380.00'	44.50'	1°04'17"

PARCEL MAP

CONSISTING OF FOUR SHEETS

BEING A SUBDIVISION OF A PORTION OF PARCEL ONE OF THAT CERTAIN PARCEL MAP RECORDED IN BOOK 648 OF MAPS AT PAGES 41-43 AND A RESUBDIVISION OF PARCELS ONE, TWO AND THREE OF PARCEL MAP IN BOOK 698 OF MAPS AT PAGES 15-17

SANTA CLARA COUNTY RECORDS
AND LYING WITHIN THE CITY OF

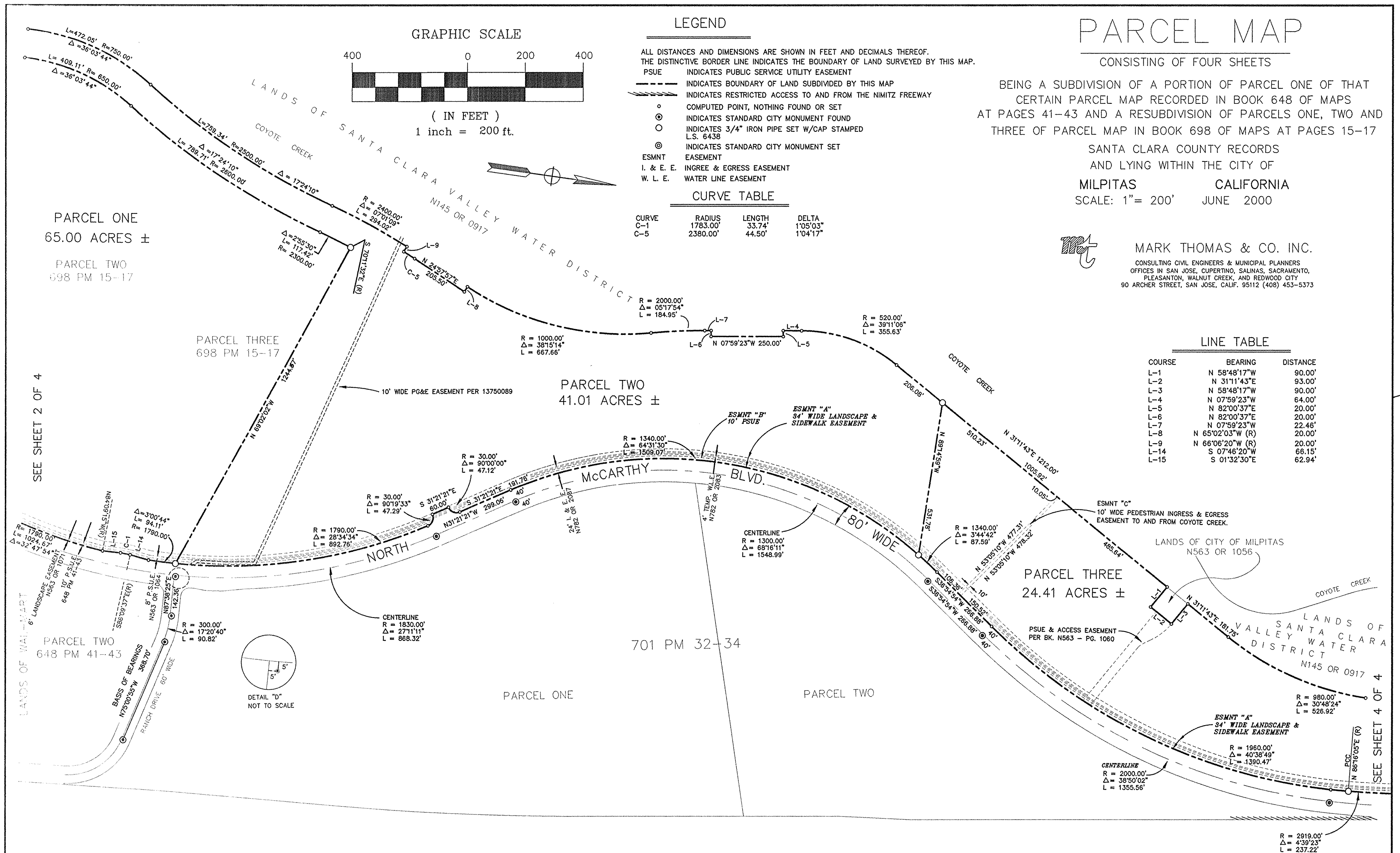
MILPITAS CALIFORNIA
SCALE: 1"= 200' JUNE 2000



MARK THOMAS & CO. INC.
CONSULTING CIVIL ENGINEERS & MUNICIPAL PLANNERS
OFFICES IN SAN JOSE, CUPERTINO, SALINAS, SACRAMENTO,
PLEASANTON, WALNUT CREEK, AND REDWOOD CITY
90 ARCHER STREET, SAN JOSE, CALIF. 95112 (408) 453-5373

LINE TABLE

COURSE	BEARING	DISTANCE
L-1	N 58°48'17"W	90.00'
L-2	N 31°11'43"E	93.00'
L-3	N 58°48'17"W	90.00'
L-4	N 07°59'23"W	64.00'
L-5	N 82°00'37"E	20.00'
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L-9	N 66°06'20"W (R)	20.00'
L-14	S 07°46'20"W	66.15'
L-15	S 01°32'30"E	62.94'



BASIS OF BEARINGS

THE BEARING OF N75°00'55"W ALONG THE CENTERLINE OF RANCH DRIVE AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN BOOK 648 OF MAPS AT PAGES 41, 42 & 43 SANTA CLARA COUNTY RECORDS WAS TAKEN AS THE BASIS OF BEARINGS SHOWN HEREON.

NIMITZ FREEWAY ROUTE 880

SHEET 3 OF 4

CONSISTING OF FOUR SHEETS

SCALE: 1"= 200' JUNE 2000

CONSULTING CIVIL ENGINEERS & MUNICIPAL PLANNERS
OFFICES IN SAN JOSE, CUPERTINO, SALINAS, SACRAMENTO,
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90 ARCHER STREET, SAN JOSE, CALIF. 95112 (408) 453-5373

ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
THE DISTINCTIVE BORDER LINE INDICATES THE BOUNDARY OF LAND SURVEYED BY THIS MAP.

PSUE INDICATES PUBLIC SERVICE UTILITY EASEMENT

----- INDICATES BOUNDARY OF LAND SUBDIVIDED BY THIS MAP

===== INDICATES RESTRICTED ACCESS TO AND FROM THE NIMITZ FREEWAY

○ COMPUTED POINT, NOTHING FOUND OR SET

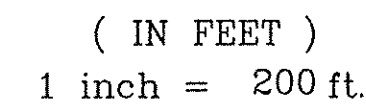
⊙ INDICATES STANDARD CITY MONUMENT FOUND, STAMPED RCE 14392

○ INDICATES 3/4" IRON PIPE SET W/CAP STAMPED
L.S. 6438

ESMNT EASEMENT

THE RECORDING OF THIS MAP SHALL TERMINATE THE 80 FEET WIDE PSUE
AND ACCESS EASEMENT AS CREATED BY THAT PARCEL MAP 648 PM 41-43

GRAPHIC SCALE



LANDS OF SANTA CLARA
VALLEY WATER DISTRICT
R = 980.00'
Δ = 30°48'24"
L = 526.92'
N145 OR 0917

NIMITZ FREEWAY ROUTE 880

DETAIL "A" - NOT TO SCALE

SHEET 4 OF 4

38' WIDE SEWER ESM'T
PER 6683/13

PARCEL THREE
24.41 ACRES ±

MILPITAS SANITARY DISTRICT
2832 OR 232

PARCEL FOUR 9.34 ACRES ±

McCARTHY BOULEVARD

PARCEL FOUR

N 08°05'10" W - 860.87' -----

N08°05'10"W - 1721.44' CENTERLINE

WIDE SEWER LINE ESM'T 3109/55

DETAIL "B" - NOT TO SCALE

PARCEL THREE

24.41 ACRES ±

MILPITAS SANITARY DISTRICT
2832 OR 232

PARCEL FOUR
9.34 ACRES -

LANDS OF McCARTHY
UN-SURVEYED REMAINDER OF
PARCEL ONE OF 648-PM-41

BASIS OF BEARINGS

THE BEARING OF N75°00'55"W ALONG THE CENTERLINE OF RANCH DRIVE AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN BOOK 648 OF MAPS AT PAGES 41,42 & 43 SANTA CLARA COUNTY RECORDS WAS TAKEN AS THE BASIS OF BEARINGS SHOWN HEREON.

0.137 ACRE± RIGHT-OF-WAY —
DEDICATION TO CITY OF MILPITAS

GENERALLY A 2 FOOT WIDE STRIP —
DEDICATED FOR MCCARTHY BOULEVARD

NORTH McCARTHY BOULEVARD
PREVIOUSLY 86.00 FEET WIDE

— THE NEW WIDTH OF MCCARTHY BOULEVARD IS 88.00 FEET

16

EXHIBIT “B”

SITE IMPROVEMENT PLAN B-SI20-0019

A Site Improvement For:

McCARTHY RANCH

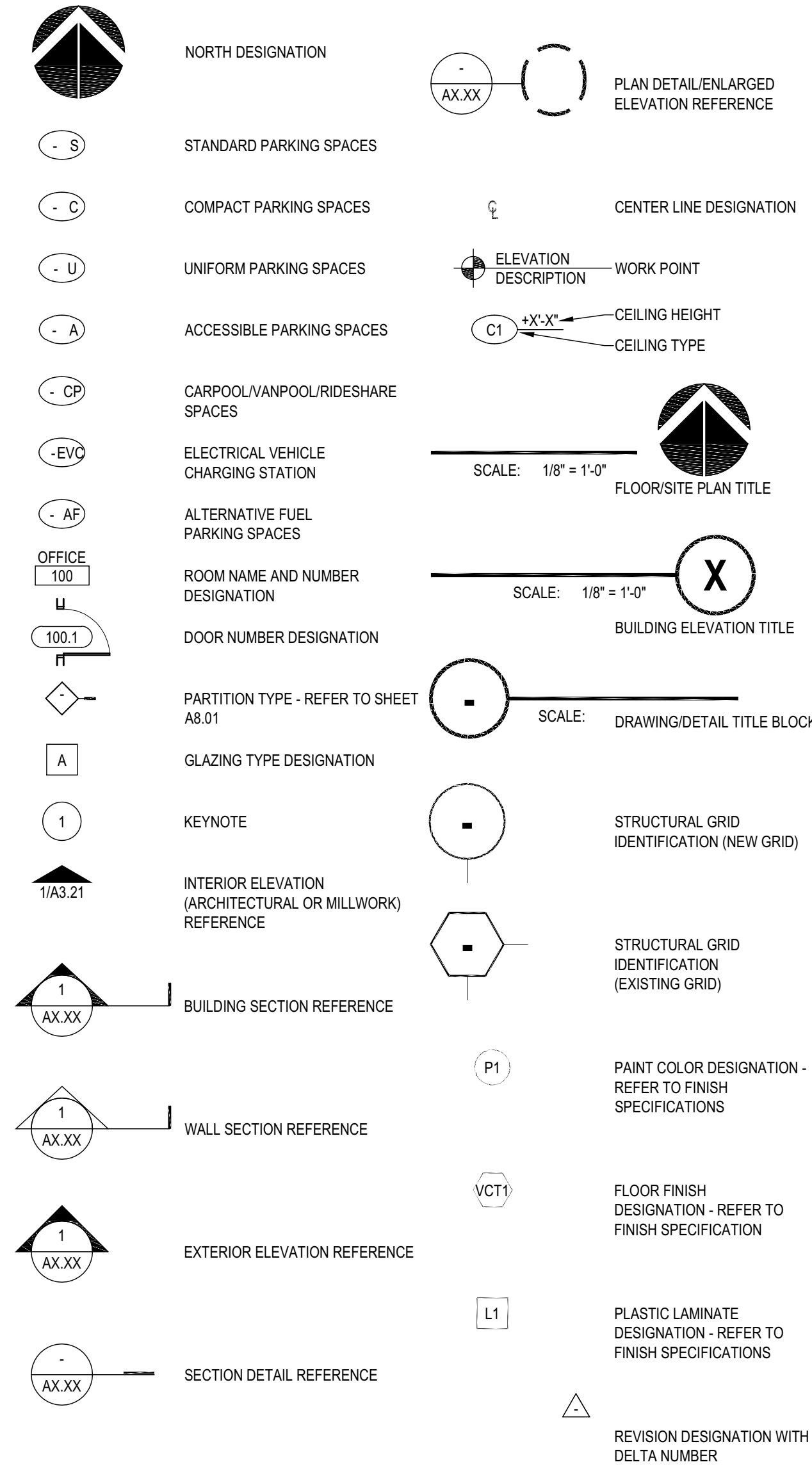
1207 N. McCARTHY BOULEVARD
MILPITAS, CA 95035

PERMIT #B-SI20-0019

GENERAL NOTES

- BUILDING INFORMATION
 - GENERAL NOTES SHALL APPLY TO ALL WORK OF THE PROJECT AND SHALL EXTEND TO CHANGES OR ADDITIONS AGREED TO DURING THE COURSE OF THE WORK.
 - WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT FEDERAL, STATE, COUNTY ORDINANCES AND IN ACCORDANCE WITH THE CONTRACT AND CITY CODES, LAWS AND DOCUMENTS.
 - CONTRACTOR SHALL VERIFY EXISTING CONDITIONS IN FIELD, REVIEW CONSTRUCTION DOCUMENTS AND CONFIRM WORK CAN BE CONSTRUCTED AS SHOWN. CONFLICTS, DISCREPANCIES OR OMISSIONS SHALL BE REPORTED PRIOR TO THE PERFORMANCE OF THE WORK IN QUESTION.
 - CONTRACTOR SHALL SUBMIT PROJECT CONSTRUCTION SCHEDULE AND DELIVERY SCHEDULE AS PART OF THEIR BID SUBMITTAL.
 - CHANGES IN DESIGN OR MATERIALS WILL NOT BE ACCEPTED WITHOUT WRITTEN AUTHORIZATION FROM THE ARCHITECT. SUBMIT REQUESTS FOR SUBSTITUTION.
 - CONTRACTOR SHALL SUBMIT AS-BUILT DRAWINGS TO THE ARCHITECT UPON COMPLETION OF WORK.
 - WARRANTIES DUE TO THE OWNER SHALL BE FORWARDED IN TRIPLICATE FORM TO THE ARCHITECT UPON COMPLETION OF THE JOB.
 - OWNER WILL PROVIDE WORK DESIGNATED "BY OTHERS" OR "N.L.C." UNDER SEPARATE CONTRACT. INCLUDE SUCH WORK IN CONSTRUCTION SCHEDULING AND COORDINATE WITH OWNER REPRESENTATIVE.
 - NOTIFY THE OWNER REPRESENTATIVE IF POTENTIALLY HAZARDOUS MATERIALS ARE ENCOUNTERED FOR INSTRUCTION PRIOR TO PROCEEDING WITH THE WORK.
- PERMITS
 - OWNER SHALL PAY PLAN CHECK FEES, CITY CONSTRUCTION TAX OR OTHER CITY AREA FEES AND/OR CHARGES.
 - CONTRACTOR SHALL PAY FOR BUILDING PERMITS AND REQUIRED MATERIAL TESTS.
 - DEFERRED SUBMITTALS SHALL BE STAMPED AND SIGNED BY A PROFESSIONAL LICENSED IN THE STATE OF CALIFORNIA AND REVIEWED BY THE DESIGN PROFESSIONAL OF RECORD PRIOR TO SUBMITTAL TO THE CITY PLAN CHECK ENGINEER.
- 2.06 THIS PROJECT IS SUBJECT TO THE CONDITIONS OF APPROVAL (COA) OF THE PLANNING DEPARTMENT APPLICATION. THE COA CHECKLIST IS A PART OF THESE DOCUMENTS, AND IS TO BE REVIEWED DURING THE OWNER-ARCHITECT-CONTRACTOR MEETING AT A FREQUENCY OF NOT LESS THAN ONCE A MONTH. THE CONTRACTOR SHALL UPDATE THE COA WITH NOTATIONS REGARDING COMPLIANCE OR DEFICIENCIES. DEFICIENCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND ARCHITECT IMMEDIATELY, AND THE OWNER, ARCHITECT AND CONTRACTOR SHALL PROVIDE INPUT TO REMEDY SAID DEFICIENCIES.
- SITE WORK
 - ACCESSIBLE BUILDING ELEMENTS SHALL BE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITY ACT OF 2010. STATE AND CITY CODES OR STANDARDS SHALL APPLY WHEN SPECIFYING A MORE RESTRICTIVE REQUIREMENT.
 - CONTROLS, OPERATING MECHANISMS AND HARDWARE SHALL BE PER 2016 CBC SECTION 11B-308 AND 11B-309.
 - REFER TO GRADING PLAN PREPARED BY BKF ENGINEERS FOR EXISTING AND FINISH GRADES, STORM LINES, FINISH FLOOR ELEVATIONS AND OFF-SITE STORM LINES, TRENCHING, BACKFILL AND COMPACTION SHALL BE PER GENERAL MECHANICAL SPECIFICATIONS AND SOILS REPORT.
 - OFF SITE WORK SHALL CONFORM TO THE STANDARDS OF THE JURISDICTION IN WHICH THE PROJECT IS CONSTRUCTED AND BE COMPLETED PRIOR TO ANY OCCUPANCY.
 - SEE SOILS REPORT PREPARED BY SILICON VALLEY SOIL ENGINEERING. COMPACTION TESTS SHALL BE PAID FOR BY OWNER.
 - PAINT DIRECTIONAL ARROWS, STRIPING AND CAR STALLS WITH HEAVY DUTY TRAFFIC PAINT (WHITE).
 - OWNER SHALL RETAIN A LICENSED CIVIL ENGINEER TO VERIFY SITE BOUNDARY AND TOPOGRAPHICAL DATA AND VERIFY BUILDING LOCATION DIMENSIONS ON ACTUAL SITE. NOTIFY THE ARCHITECT OF DISCREPANCIES PRIOR TO STAKING SO ADJUSTMENTS CAN BE MADE TO THE SITE DESIGN.
 - CONTRACTOR SHALL VERIFY LOCATION OF BUILDING ON SITE. A LICENSED ENGINEER SHALL LAY OUT ALL BUILDING, PARKING, WALKS, ETC. AT THE CONTRACTORS EXPENSE. NOTIFY THE ARCHITECT AT TIME OF STAKING IF THERE ARE ANY DISCREPANCIES OR INCONSISTENCIES FOUND.
 - LANDSCAPE CONTRACTOR SHALL LOOSEN SUB-SOILS AND FILL WITH STOCKPILED ORGANIC TOPSOIL.
 - SITE AND SUB-GRADES PREPARATION SHALL BE AS PER SOILS REPORT.
 - POLE LIGHT FIXTURES SHALL BE FIELD ADJUSTED SO AS NOT TO CONFLICT WITH LANDSCAPE, WALKS AND UNDERGROUND SERVICES.
 - PARKING SHALL BE PROHIBITED ON THE FIRE ACCESS DRIVEWAYS. APPROVED SIGNS GIVING NOTICE TO THAT EFFECT SHALL BE POSTED. CURBS NOT DESIGNATED FOR PARKING SHALL BE PAINTED TRAFFIC RED AS LOCATED BY THE FIRE MARSHAL.
 - A FIRE ACCESS SURFACE CAPABLE OF SUPPORTING A 76,000 POUND FIRE APPARATUS SHALL BE PROVIDED AND MAINTAINED FREE OF OBSTRUCTION THROUGHOUT ALL PHASES OF COMBUSTIBLE CONSTRUCTION.
 - ADDRESS NUMERALS SHALL BE VISIBLE AND LEGIBLE FROM STREET FRONTAGE AND SHALL CONTRAST THEIR BACKGROUND.
- ELECTRICAL
 - ELECTRICAL CONDUITS AND TRANSFORMER PAD SHALL BE PER P&E STANDARDS.
 - SITE LIGHTING SHALL BE WIRED IN APPROVED CONDUIT TO ELECTRICAL ROOM. STUB ANY CONDUITS SHOWN FOR FUTURE LIGHTING.
- THE FOLLOWING ARE RECOMMENDED LIGHTING LEVELS FOR ROOMS OR AREAS. THE ELECTRICAL ENGINEER OR ELECTRICAL DESIGN/BUILD CONTRACTOR SHALL USE THE FOLLOWING LIGHTING LEVELS AS GUIDELINES IN PROVIDING A LIGHTING LAYOUT, EXCLUDING ARCHITECTURAL FEATURE LIGHTING.
 - 2 FOOT CANDLES; 2 LUX: OPEN PARKING AREAS (HIGHER FOR ENHANCED SECURITY)
 - 2 FOOT CANDLES; 20 LUX: COVERED PARKING AREAS (LOWER AT NIGHT)

ANNOTATION SYMBOLS



DEFERRED SUBMITTALS

CBC, SECTION 107.3.4.1: **DEFERRED SUBMITTALS.** FOR THE PURPOSES OF THIS SECTION, DEFERRED SUBMITTALS ARE DEFINED AS THOSE PORTIONS OF THE DESIGN THAT ARE NOT SUBMITTED AT THE TIME OF THE APPLICATION AND THAT ARE TO BE SUBMITTED TO THE BUILDING OFFICIAL WITHIN A SPECIFIED PERIOD.

DEFERRAL OF ANY SUBMITTAL ITEMS SHALL HAVE THE PRIOR APPROVAL OF THE BUILDING OFFICIAL. THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE SHALL LIST THE DEFERRED SUBMITTALS ON THE CONSTRUCTION DOCUMENTS FOR REVIEW BY THE BUILDING OFFICIAL.

DOCUMENTS FOR DEFERRED SUBMITTAL ITEMS SHALL BE SUBMITTED TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE WHO SHALL REVIEW THEM AND FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICATING THAT THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN REVIEWED AND SEEN FOUND TO BE IN GENERAL CONFORMANCE TO THE DESIGN OF THE BUILDING. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THE DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL.

THE FOLLOWING ITEMS REQUIRE DEFERRED REVIEW AND PERMIT BY THE MILPITAS LANDSCAPE AND IRRIGATION



811
Know what's below.
Call before you dig.

PROJECT DATA

PROJECT ADDRESS: 1207 N. McCarthy Boulevard Milpitas, CA 95025
ASSESSOR'S PARCEL NO.: APN 022-30-039
TOTAL SITE AREA: 227,477 S.F. / 5.22 ACRES
PRIVATE PARKING LOT AREA: 217,973 S.F. / 5.00 ACRES
PUBLIC PARKING LOT AREA: 9,504 S.F. / 0.22 ACRES

PROJECT DESCRIPTION

THIS IS A 227,477-SQ. FT. SITE IMPROVEMENT. WORK CONSISTS OF NEW PAVED PARKING AND DRIVES FOR A 217,973 S.F. (5.00 ACRE) PRIVATE PARKING LOT AND A SEPARATE BUT ADJACENT 9,504 S.F. (.22 ACRE) PUBLIC TRAILHEAD PARKING LOT. BOTH AREAS WILL HAVE AN ACCESSIBLE PATH OF TRAVEL TO THE PUBLIC WAY AND LANDSCAPE IMPROVEMENTS.

PROJECT TEAM

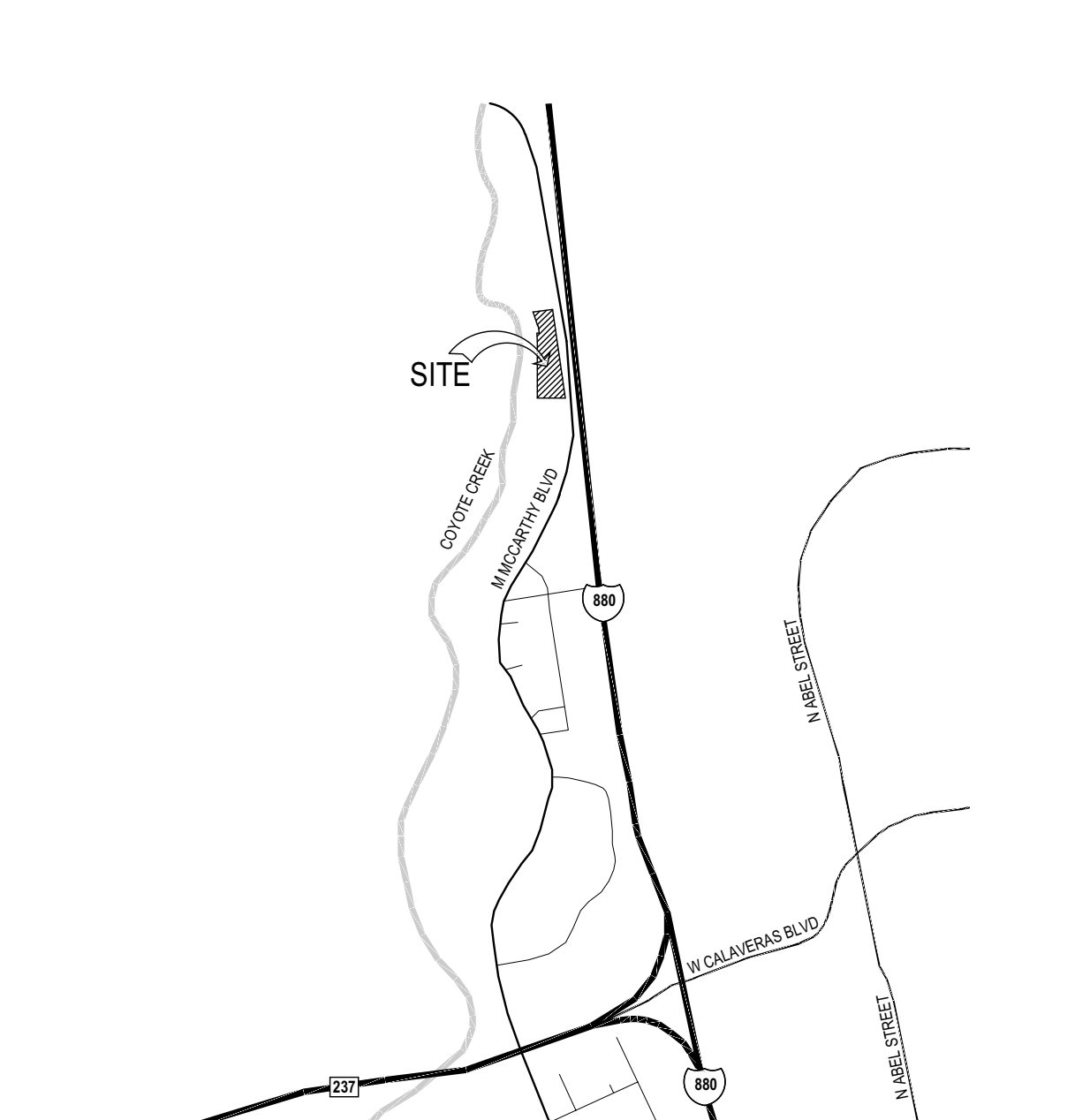
OWNER: CREEKSIDE MILPITAS 3, LLC
210 Alameda Ave.
Los Gatos, CA 95030
ARCHITECT: ARC TEC INC.
1731 Technology Drive, Suite 750
San Jose, CA 95110
PHONE: 408.496.0676
CONTACT: Paul Conity
pconity@arctecinc.com
GENERAL CONTRACTOR: BIG-D PACIFIC BUILDERS
6210 Stoneridge Mall Road, Suite 460
Pleasanton, CA 94588
PHONE: 925.460.3723
CONTACT: Oscar Yousefi
EMAIL: oscar.yousefi@big-d.com
CIVIL ENGINEER: BKF ENGINEERS
1730 N. First Street, Suite 600
San Jose, CA 95112
PHONE: 408.467.8100
CONTACT: Christian Anzole
EMAIL: canzole@bkf.com
LANDSCAPE ARCHITECT: K&A, Inc.
151 N. North Street
Sonoma, CA 95070
PHONE: 209.522.2656
CONTACT: Tom Holloway
EMAIL: tom@kia-ca.com
JOINT TRENCH DESIGN: GIALCONE DESIGN SERVICES, INC.
5800 Stoneridge Mall Road #545
Pleasanton, CA 94588
PHONE: 925.467.1740
CONTACT: Andrew Cummins
EMAIL: andrew@dryutilitydesign.com
ELECTRICAL DESIGN/BUILD: ACIES ENGINEERING
3371 Ocote Street
Santa Clara, CA 95054
PHONE: 408.522.5255
CONTACT: Tomislav Gajic
EMAIL: tomislav@gacies.net

APPLICABLE CODES

2019 CALIFORNIA BUILDING CODE (CCR TITLE 24, PART 2)
2019 CALIFORNIA ELECTRIC CODE (CCR TITLE 24, PART 3)
2019 CALIFORNIA MECHANICAL CODE (CCR TITLE 24, PART 4)
2019 CALIFORNIA PLUMBING CODE (CCR TITLE 24, PART 5)
2019 CALIFORNIA ENERGY CODE (CCR TITLE 24, PART 6)
2019 CALIFORNIA FIRE CODE (CCR TITLE 24, PART 9)
2019 CALIFORNIA GREEN BUILDING STANDARDS CODE (CCR TITLE 24, PART 11)

ALL CODES ARE SUBJECT TO LOCAL GOVERNMENT AMENDMENTS PER CALIFORNIA BUILDING STANDARDS COMMISSION BULLETIN 10-05.
2020 MILPITAS MUNICIPAL CODE

VICINITY MAP



DRAWING INDEX AND ISSUE DATES

PRELIMINARY OR PRICING PLANS
FIRST FORMAL SUBMITTAL OR NO CHANGES
SINCE PREVIOUS ISSUE
MODIFICATIONS SINCE PREVIOUS ISSUE

COVER SHEET

CIVIL

C0.0	TITLE SHEET	+	+	+
C0.1	CONSTRUCTION NOTES	+	+	+
C0.2	CONDITIONS OF APPROVAL	+	+	+
C0.3	BEST MANAGEMENT PRACTICES	+	+	+
C1.0	EXISTING CONDITIONS & DEMOLITION PLAN	+	+	+
C2.0	CIVIL SITE PLAN	+	+	+
C2.1	FIRE ACCESS PLAN	+	+	+
C3.0	GRADING & DRAINAGE PLAN	+	+	+
C3.1	GRADING & DRAINAGE PLAN	+	+	+
C4.0	UTILITY PLAN	+	+	+
C4.1	UTILITY PLAN	+	+	+
C5.0	STORMWATER MANAGEMENT PLAN	+	+	+
C5.1	STORMWATER MANAGEMENT TABLES & CALCULATIONS	+	+	+
C6.0	EROSION CONTROL PLAN	+	+	+
C6.1	EROSION CONTROL DETAILS	+	+	+
C7.0	CONSTRUCTION DETAILS	+	+	+
C7.1	CONSTRUCTION DETAILS	+	+	+

JOINT TRENCH

JT1	COMPOSITE TITLE SHEET	+	+	+
JT2	GENERAL NOTES & DETAILS	+	+	+
JT3	SECTIONS & DETAILS	+	+	+
JT4	COMPOSITE PLAN	+	+	+
JT5	COMPOSITE PLAN	+	+	+
E1	P&E ELECTRIC CONSTRUCTION SKETCH	+	+	+

ARCHITECTURAL

A0.03	GENERAL PROJECT ACCESSIBILITY REQUIREMENTS (SHEET 1 OF 2)	+	+	+
A0.04	GENERAL PROJECT ACCESSIBILITY REQUIREMENTS (SHEET 2 OF 2)	+	+	+
A1.01	SITE PLAN AND DETAILS	+	+	+
A1.02	ENLARGED PARKING PLANS AND DETAILS	+	+	+
A10.01	SPECIFICATIONS - SHEET 1 OF 2	+	+	+
A10.02	SPECIFICATIONS - SHEET 2 OF 2	+	+	+

ELECTRICAL

E0.1	ELECTRICAL LEGEND, GENERAL NOTE, SCHEDULE, AND ABBREVIATIONS	+	+	+
E0.2	ELECTRICAL SPECIFICATIONS	+	+	+
E0.3	SINGLE LINE DIAGRAM & PANEL SCHEDULES	+	+	+
E0.5A	OUTDOOR TITLE 24 FORMS PART 1	+	+	+
E0.5B	OUTDOOR TITLE 24 FORMS PART 2	+	+	+
E0.5	ELECTRICAL POWER DISTRIBUTION FORMS	+	+	+
E1.0	ELECTRICAL SITE PLAN	+	+	+
E1.1	ELECTRICAL SITE LIGHTING - PHOTOMETRIC CALCULATIONS	+	+	+

LANDSCAPE

L1.1	CONSTRUCTION PLAN	+	+	+
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**CITY OF MILPITAS
BUILDING & SAFETY DEPARTMENT
REVIEWED FOR CODE COMPLIANCE**

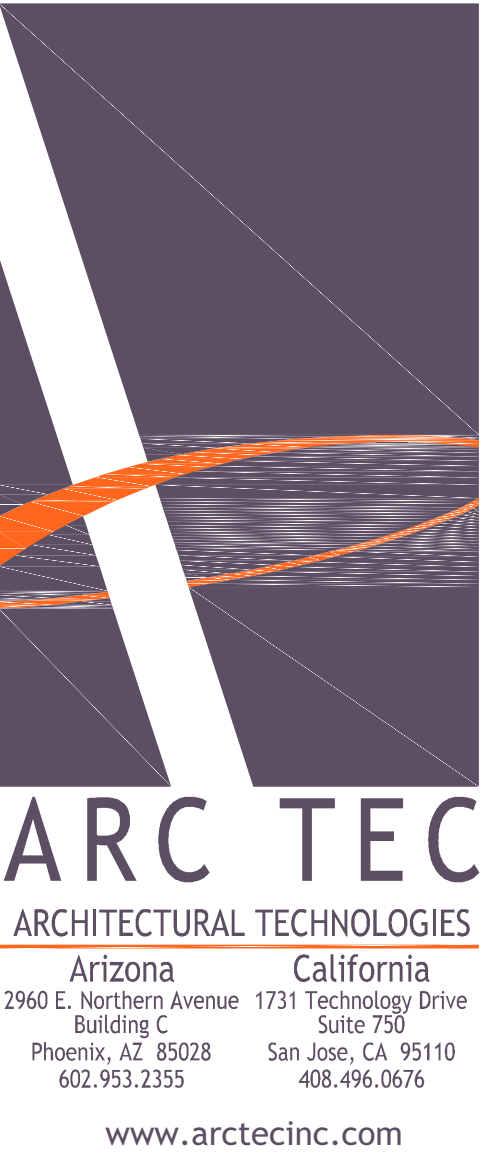
PERMIT NO.: B-SI20-0019
SITE ADDRESS: 1207 N McCarthy Boulevard
CONSTRUCTION TYPE: n/a
OCCUPANCY GROUP: n/a
SPRINKLERS: n/a
SCOPE OF WORK AREA (SF): 227,477
DATE: 1/7/2021

The hard copy of this City stamped set of plans and specifications must be kept on the job at all times. It is unlawful to make any changes or alterations without written permission of the Building & Safety Department of the City of Milpitas. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the code or of any other ordinance of the jurisdiction. Permits presenting to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data.

THESE PLANS HAVE BEEN REVIEWED BY THE FOLLOWING CITY DEPARTMENTS:
BUILDING: [X] FIRE: [X]
PLANNING: [X] ENGINEERING: [X]
*SEE CONDITIONS OF APPROVAL LETTER

SPECIAL INSPECTIONS AND TESTS
ARE REQUIRED AS PER CALIFORNIA BUILDING CODE CH. 17.

concrete



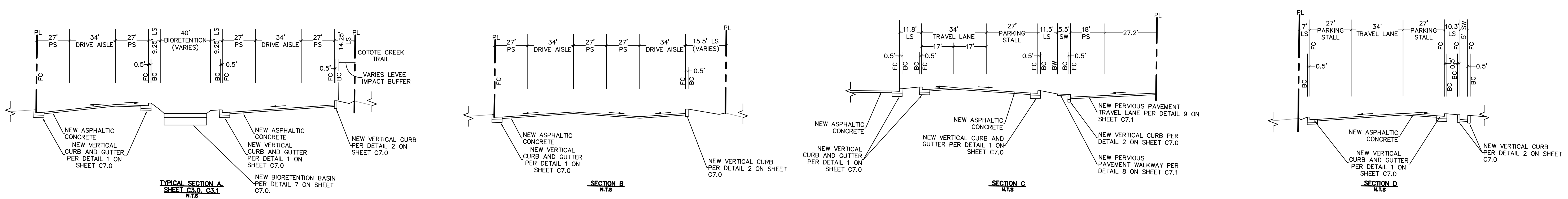
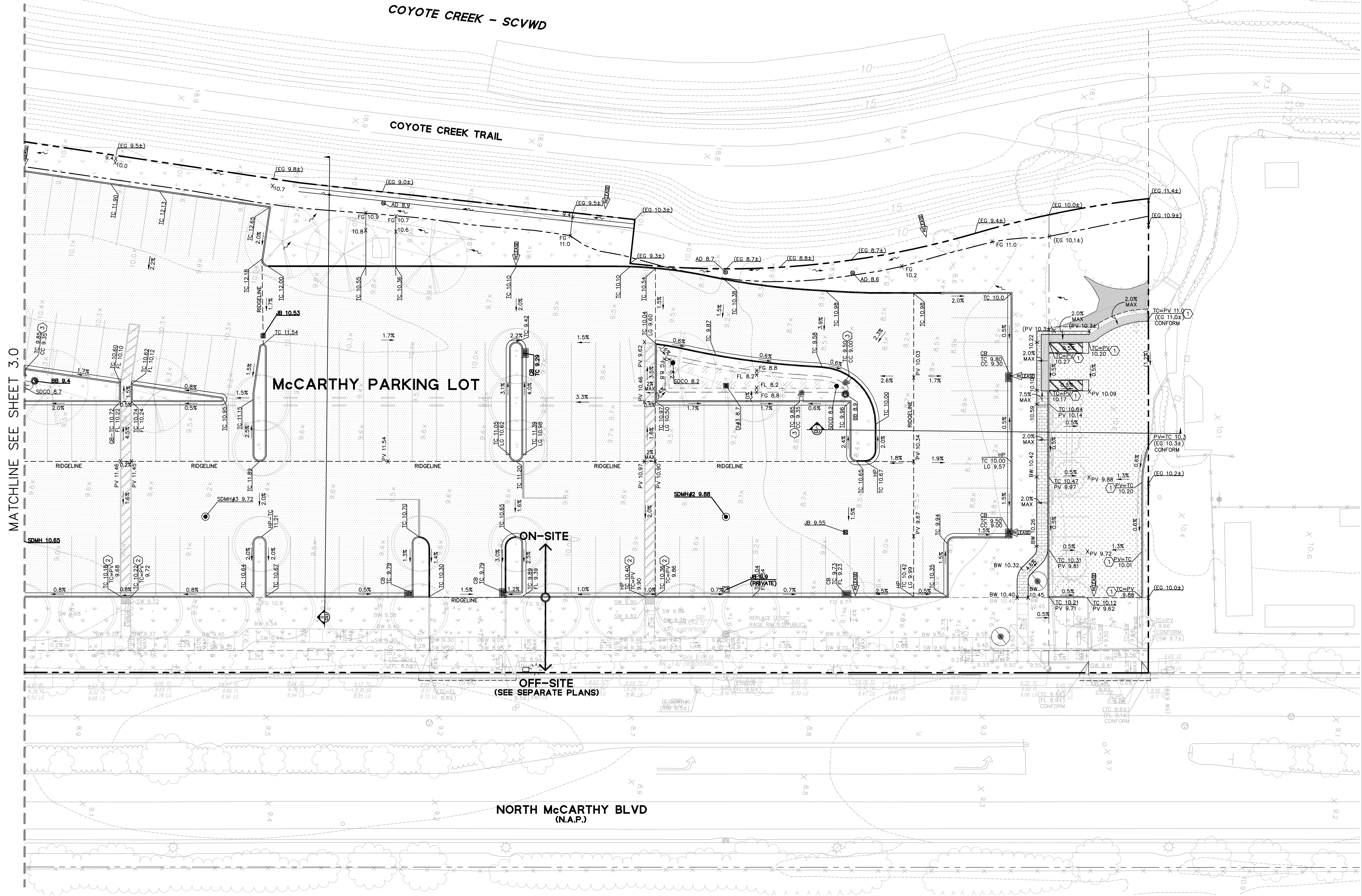
A Site Improvement For:

McCARTHY RANCH

1207 N. McCARTHY BOULEVARD MILPITAS, CA 95035

**REVIEWED FOR
CODE COMPLIANCE**
B-SI20-0019
01/07/21
CITY OF MILPITAS
BUILDING & SAFETY
DEPARTMENT





LEGEND

PROPERTY LINE	---
LOT LINE/ADJ. PROPERTY LINE	---
15' LEVEE BUFFER	---
SPEED BUMP	---
BIORETENTION AREA SEE DETAIL 7 SHEET C7.0	---
VEHICULAR ASPHALT CONCRETE PARKING AREAS/DRIVE AISLES: 3" AC OVER 4" AB OVER 12" LIME-TREATED SOIL TRUNCATED DOMES, PER DETAIL 11 SHEET C7.0	---
ON-SITE CONCRETE SIDEWALK: SECTION: 4" PC OVER 12" LIME-TREATED SOIL SEE DETAIL 8 ON SHEET C7.0 OFF-SITE PUBLIC STREET SIDEWALK: PER CITY STANDARD DRAWING NO. 426	---
PERVIOUS PAVEMENT 3" PERVIOUS ASPHALTIC CONCRETE OVER 14" OF ROCK (2" CRUSHED ROCK, ASTM #57 STONE OR CLASS II PERMEABLE BASEROCK)	---
PERVIOUS PAVEMENT PEDESTRIAN WALKWAY 4" PERVIOUS CONCRETE OVER 4" OF BASE	---
CURB & GUTTER	---
CURB & GUTTER PAINTED RED FOR FIRE LANE	---
VERTICAL CURB/FLUSH CURB	---
LANDSCAPE	---
EXISTING ELEVATION	(TC 97.0+)
PROPOSED ELEVATION	(TC 100.8)
OVERLAND RELEASE	---

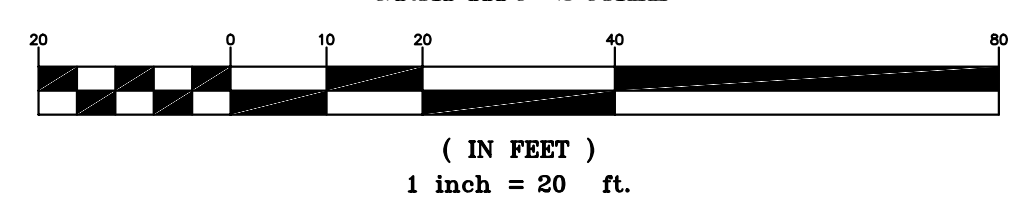
KEYNOTES

- FLUSH CURB PER DETAIL 4, SHEET C7.0
- FLUSH CURB & GUTTER PER DETAIL 5, SHEET C7.0
- CURB CUT/OPENING PER DETAIL 3, SHEET C7.0

NOTES

- ACCESSIBLE PATH OF TRAVEL SHALL BE PROVIDED ON ALL WALKWAYS, TO PUBLIC TRANSPORTATION, PUBLIC SIDEWALK, AND ACCESSIBLE PARKING TO ADA ACCESSIBLE BUILDING ENTRANCES.
-ACCESSIBLE PATH SLOPE REQUIREMENTS: 5% MAXIMUM LONGITUDINAL SLOPE, 2% MAXIMUM CROSS-SLOPE
- FOR GRADING RECOMMENDATIONS CONTRACTOR SHALL REFER TO PROJECT "GEOLOGICAL INVESTIGATION" PREPARED BY SILICON VALLEY SOIL ENGINEERING, DATED MARCH 2015.
- DO NOT ADJUST GRADES ON THIS PLAN WITHOUT PRIOR APPROVAL OF THE ENGINEER/ARCHITECT.
- EXCAVATE THE TOP 12 INCHES AFTER REMOVING ALL STRUCTURES AND STRIPING ORGANIC MATERIAL FROM THE SOIL. DUE TO LIME TREATMENT, EXCAVATION WILL NOT BE REQUIRED IN AREAS WHERE THE PROPOSED SUBGRADE ELEVATIONS WILL BE AT EXISTING GRADE OR CUT. FOR ANY FILL AREAS, SUBGRADE SHALL BE EXCAVATED 12 INCHES PER SOIL REPORT TO LIME TREATMENT-SEE SOIL REPORT FOR EXCAVATION REQUIREMENTS.
- LIME TREATMENT SHALL BE NATIVE SUBGRADE SOIL MIXED WITH 4% QUICKLIME PLUS AND COMPACTED TO AT LEAST 95% RELATIVE MAXIMUM DENSITY. SEE GEOTECHNICAL REPORT AND RECOMMENDATIONS LETTER FOR LIME TREATMENT PROCEDURES AND REQUIREMENTS.
- ALL WALKABLE HARDSCAPE TO LANDSCAPE TRANSITIONS MUST BE BELOW 4". IF THE TRANSITION IS MORE THAN 4", A 6" HIGH WARNING CURB SHALL BE NECESSARY.
- PERVIOUS PAVEMENT SYSTEMS HAS BEEN DESIGNED TO SUPPORT SURFACE DRAINAGE UP TO A 10 YEAR STORM EVENT. THE 10 YEAR STORM EVENT INTENSITY PER THE SANTA CLARA COUNTY DRAINAGE MANUAL FOR THE SAN JOSE RAIN GAUGE IS 1.87 IN/HR. PER THE GEOTECHNICAL REPORT THE UNDERLYING SOIL WILL BE ABLE TO INFILTRATE 2IN/HR AND THE PERVIOUS PAVEMENT SHALL HAVE A 5 IN/HR INFILTRATION RATE.
- FOR STORM EVENTS LARGER THEN A 10 YEAR STORM EVENT, THE SURFACE DRAINAGE WILL INFILTRATE INTO THE PERVIOUS PAVEMENT UNTIL THE DRAIN ROOK VOIDS HAVE REACHED FULL CAPACITY AND THEN THE SURFACE DRAINAGE WILL OVERLAND RELEASE INTO THE STREET. THERE PERVIOUS PAVEMENT PARKING LOT SURFACE HAS BEEN GRADED TO SLOPE TOWARDS THE STREET AND AWAY FROM THE PUMP STATION, TRAILHEAD, OR ADJACENT PARCEL. THE CLOSEST STREET CATCH BASIN BEFORE PONDING IS LOCATED 160' AWAY AND ANOTHER STREET CATCH BASIN IS LOCATED 210' AWAY. THE SURFACE DRAINAGE WOULD FLOW TO BOTH CATCH BASINS BEFORE PONDING BACK ONTO THE SITE.
- IF THE SURFACE DRAINAGE BEGINS TO POND ON-SITE, THE DRAINAGE WILL FLOW OVER THE PERVIOUS CONCRETE SIDEWALK ON THE ADJACENT PARCEL AND INTO THE PROPOSED STORM DRAINAGE SYSTEM BEFORE ENTERING THE TRAILHEAD.

GRAPHIC SCALE



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In Association with:

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CODE COMPLIANCE
B-SI20-0019
01/07/21
CITY OF MILPITAS
BUILDING & SAFETY
DEPARTMENT

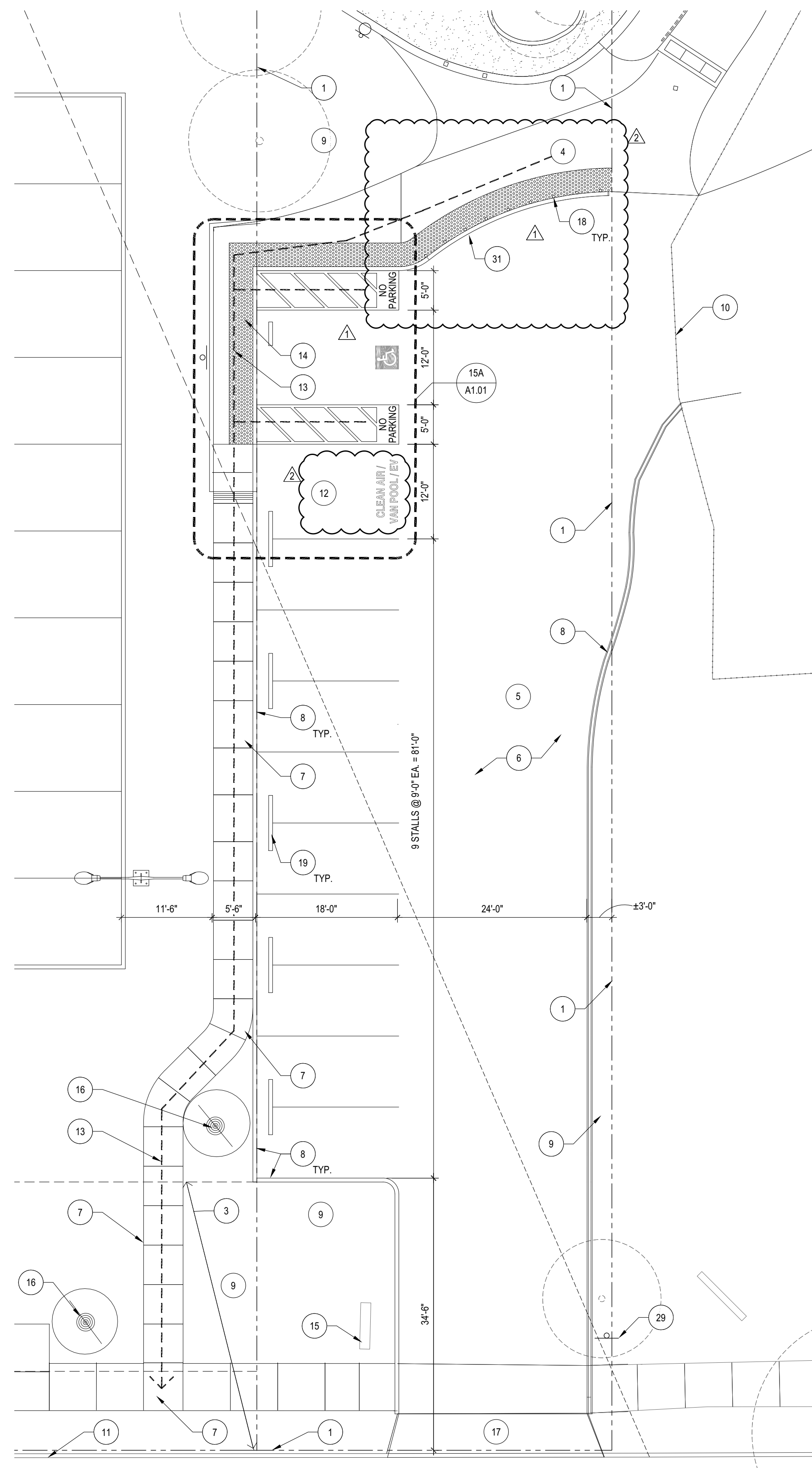
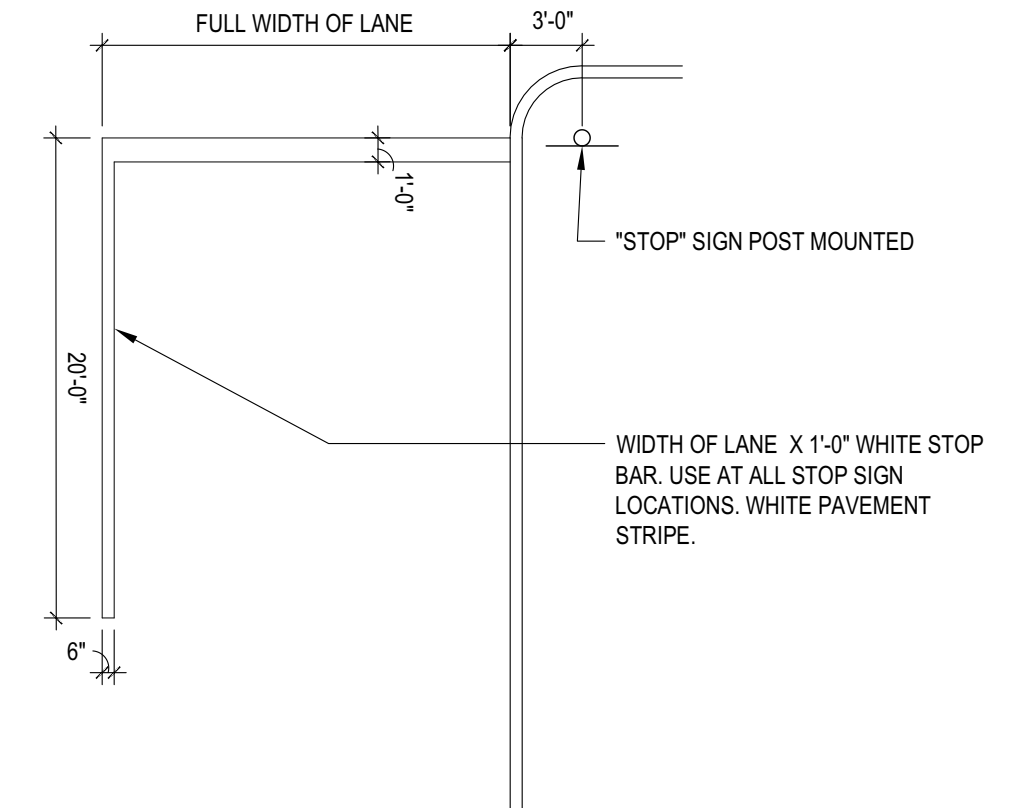
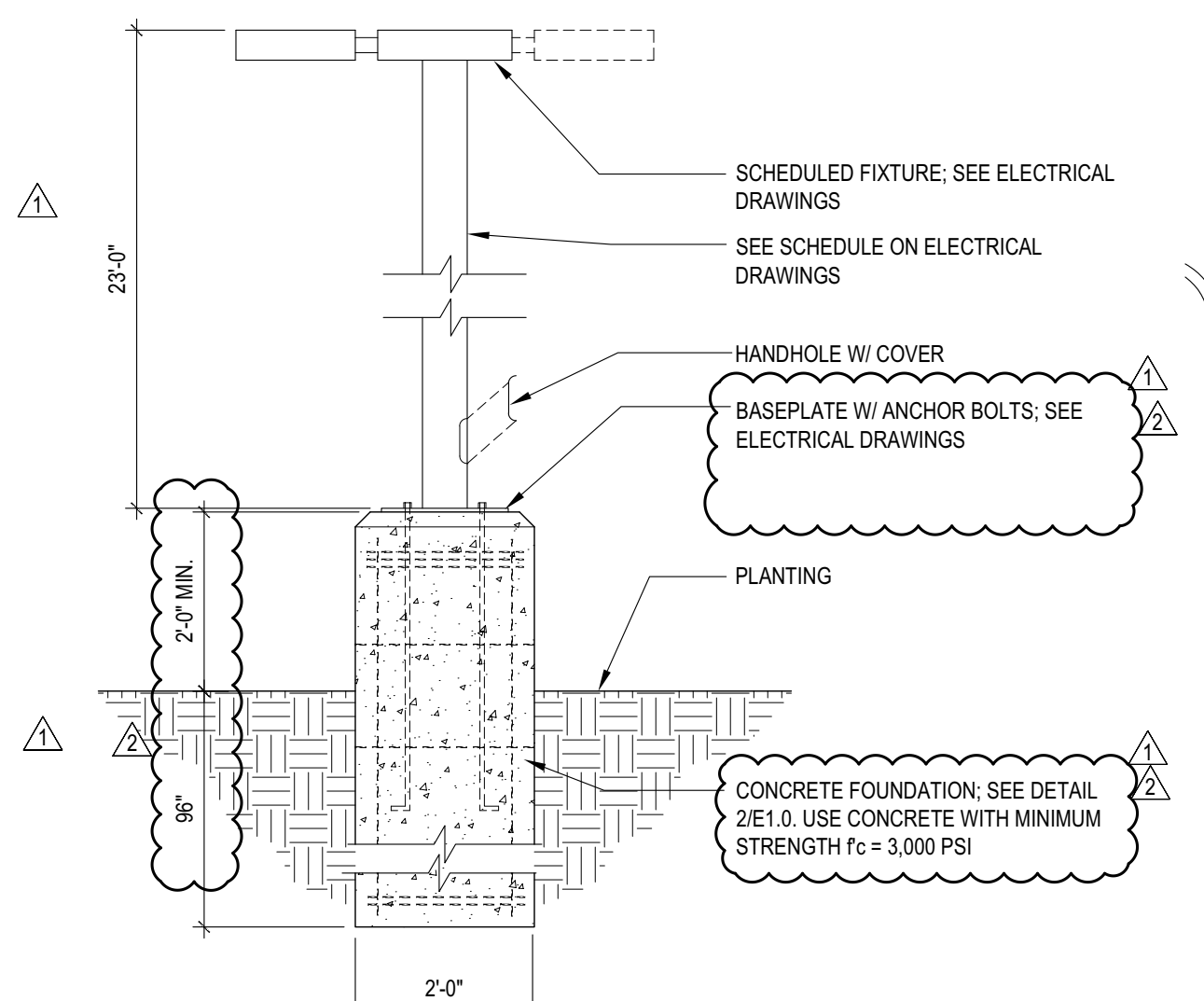
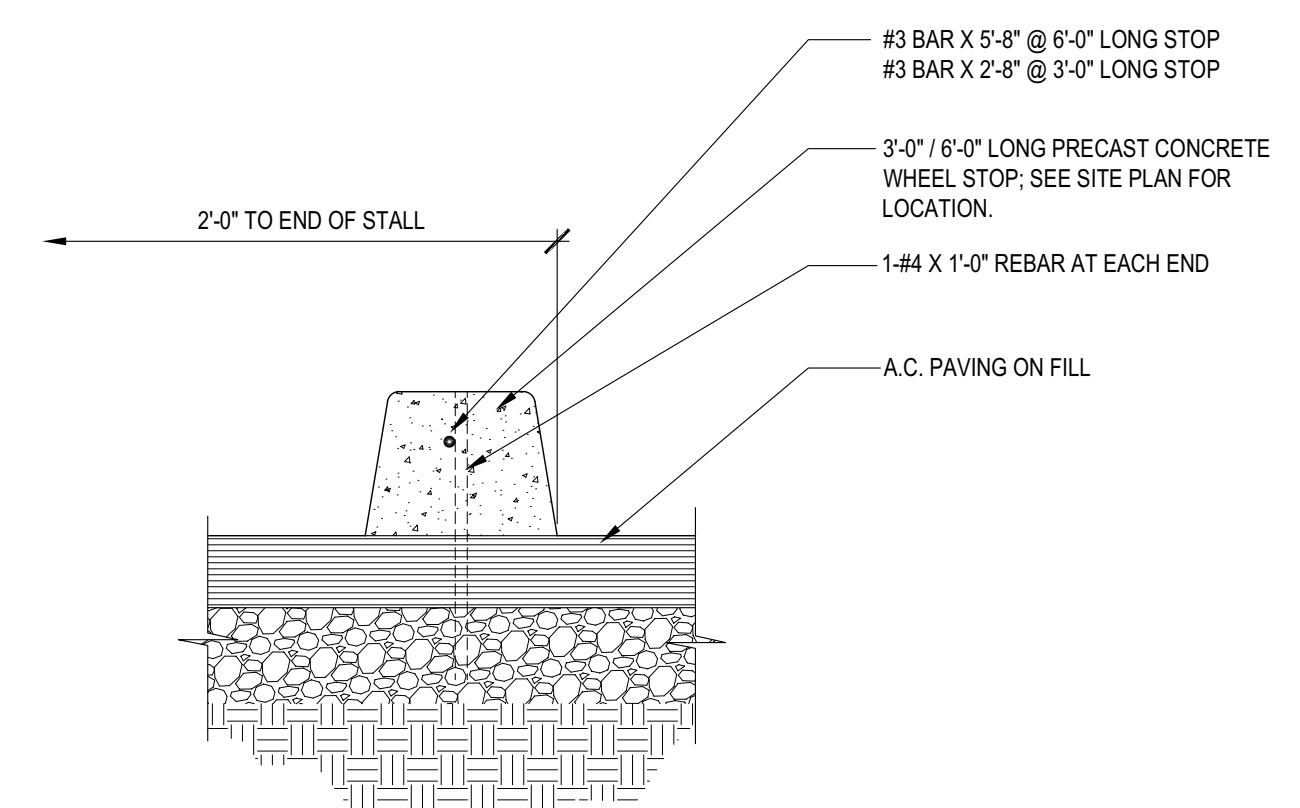
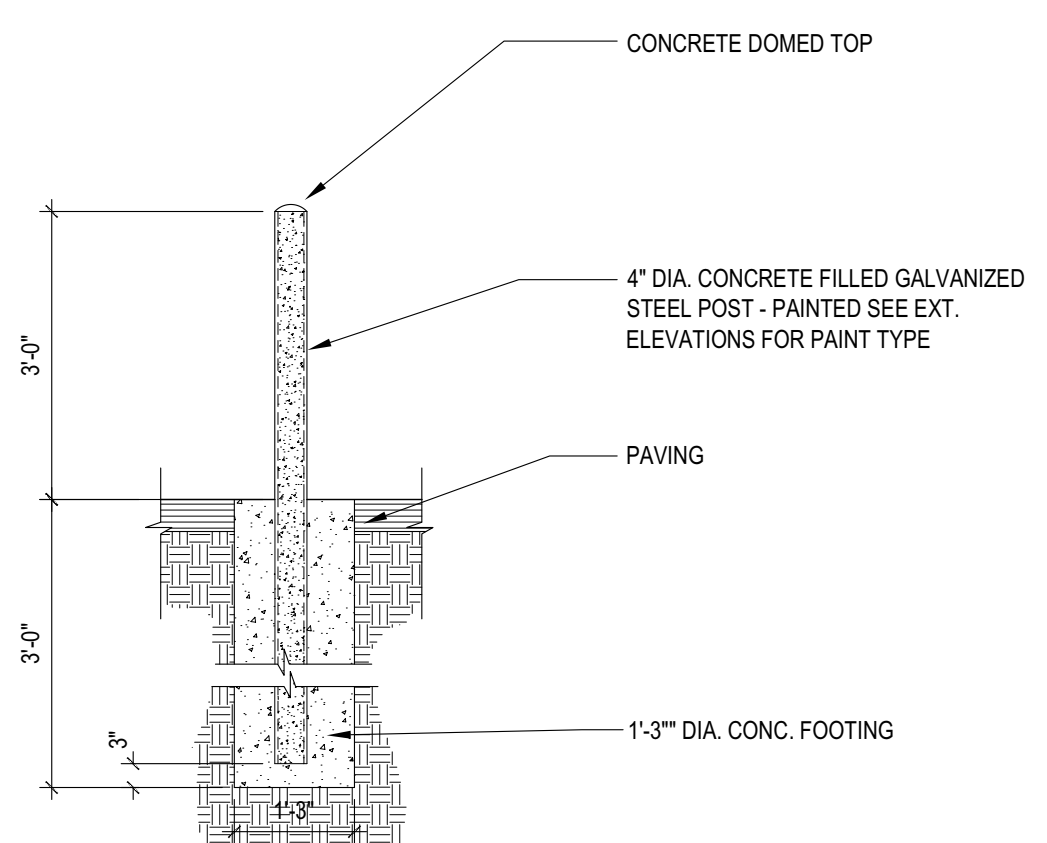
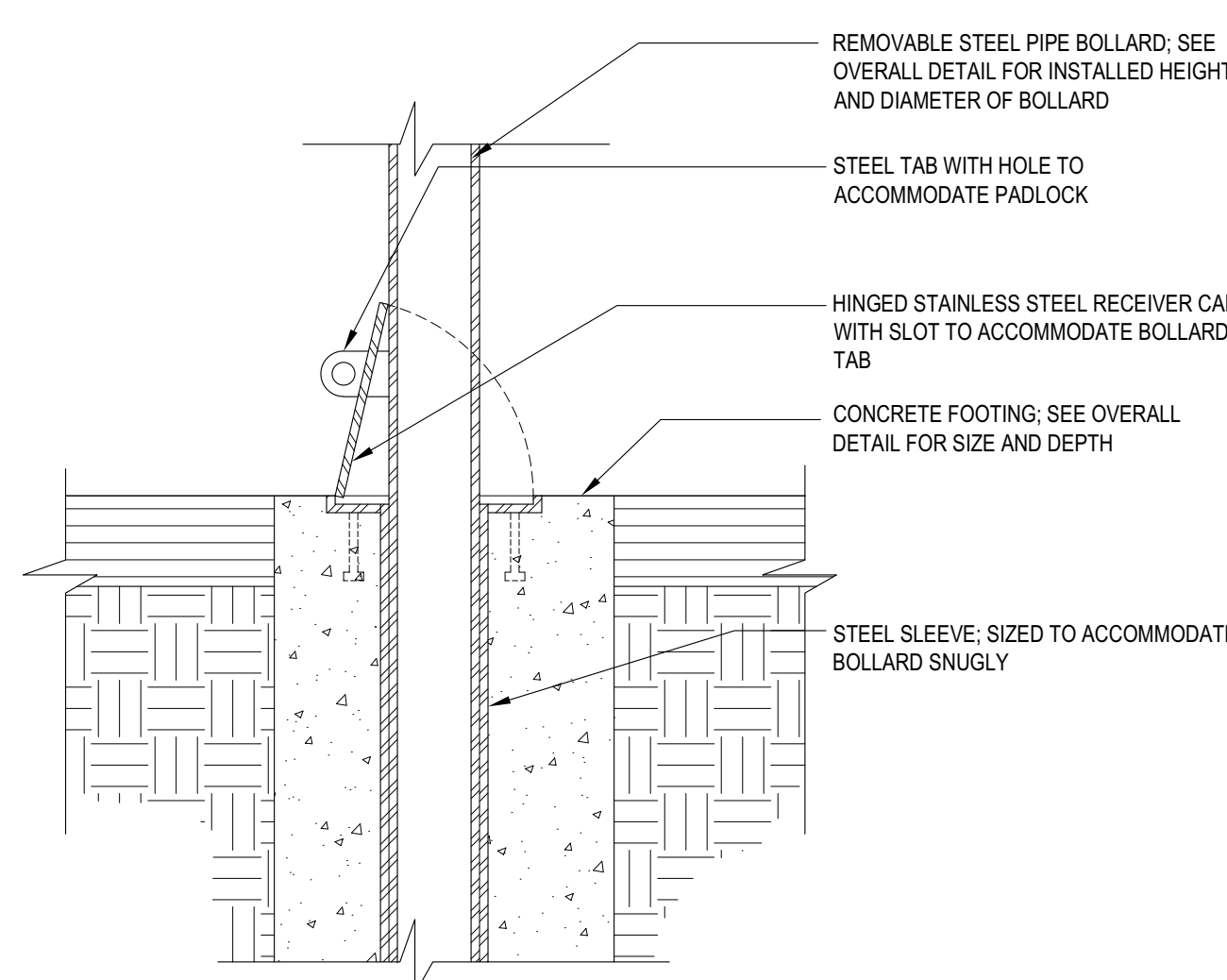
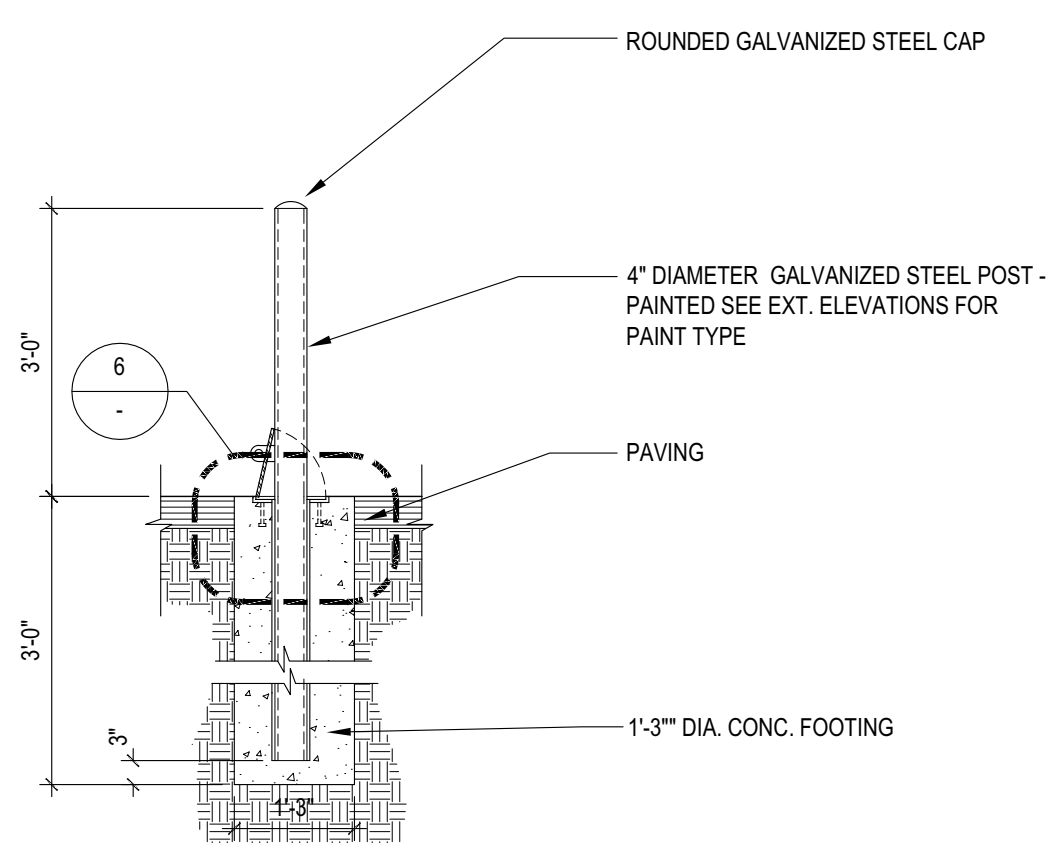
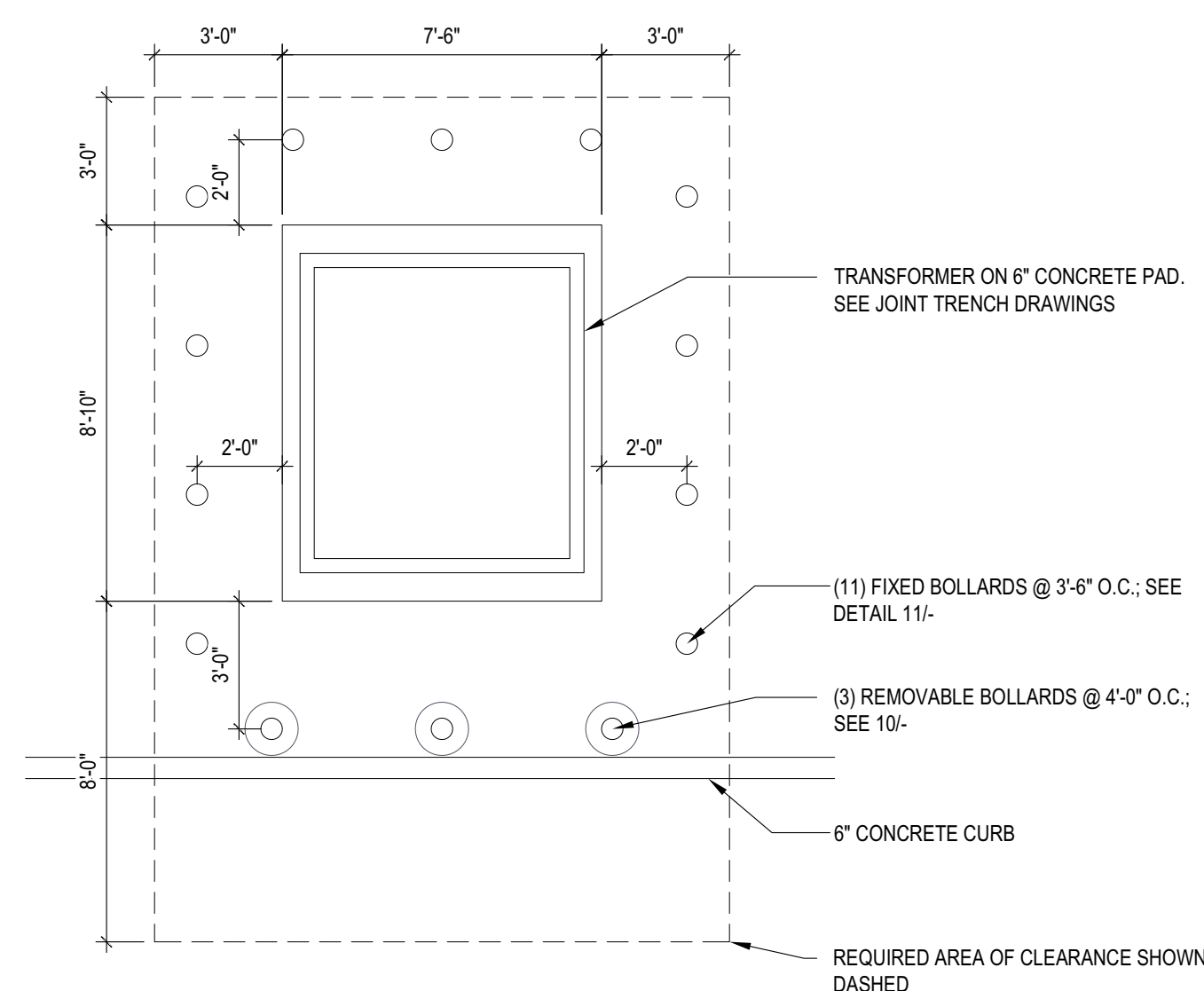
A Site Improvement For:
MCCARTHY RANCH
1207 N. MCCARTHY BOULEVARD
MILPITAS, CA 95035

DATE	DESCRIPTION
07.30.2020	BUILDING DEPT. SUBMITTAL
10.26.2020	BUILDING DEPT. RESUBMITTAL
11.25.2020	BUILDING DEPT. RESUBMITTAL
01.04.2020	LAND DEVELOPMENT COMMENTS



GRADING &
DRAINAGE PLAN

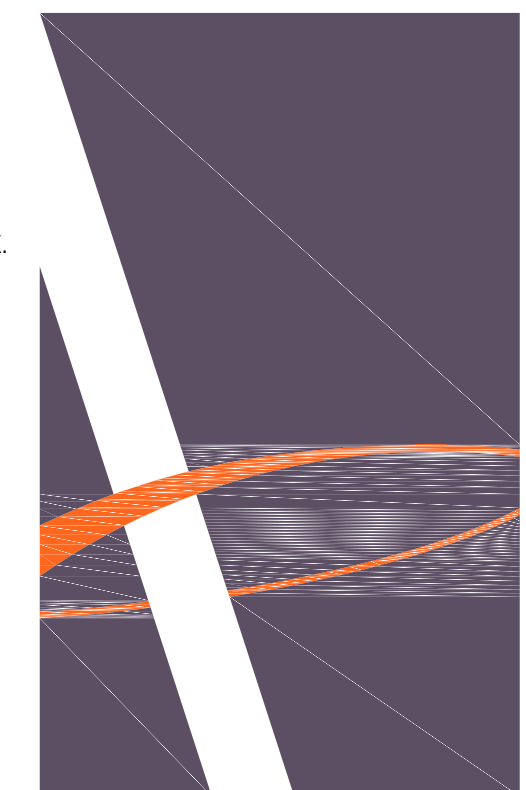
C3.1



KEYNOTES

NOTE: NOT ALL KEYNOTES LISTED MAY APPLY TO THIS DRAWING.

- | | | | |
|------|--|------|---|
| (1) | PROPERTY LINE | (21) | STRIPPED PATH OF TRAVEL TO PUBLIC WAY. MAX. SLOPE IS 5% AND 2% CROSS SLOPE. MAX. SLOPE OF 2% IN ANY DIRECTION AT EACH TURN AND INTERSECTION OF PATH OF TRAVEL. SEE CIVIL DRAWINGS FOR GRADING REQUIREMENTS. |
| (2) | 15' LEVEE BUFFER EASEMENT; SEE CIVIL DRAWINGS | (22) | SITE LIGHTING POLES, SEE DETAIL 12/A1.02 |
| (3) | 34' LANDSCAPE AND SIDEWALK EASEMENT; SEE CIVIL DRAWINGS | (23) | SIGNAGE: SPEED LIMIT 5 MPH |
| (4) | COYOTE CREEK TRAILHEAD; SEE LANDSCAPE DRAWINGS | (24) | SIGNAGE: STOP SIGN |
| (5) | PUBLICLY ACCESSIBLE PARKING FOR COYOTE CREEK TRAILHEAD ACCESS | (25) | 25' LONG SPEED BUMP (CENTERED) |
| (6) | PAVED PARKING AND DRIVES | (26) | STOP BAR, SEE DETAIL 8/A1.02 |
| (7) | WALKWAY; SEE LANDSCAPE AND CIVIL DRAWINGS | (27) | CURB RADIUS 5'-0" |
| (8) | 6" CONCRETE CURB | (28) | CURB RADIUS 28'-0" |
| (9) | LANDSCAPE AREA; SEE LANDSCAPE AND CIVIL DRAWINGS | (29) | SIGNAGE: UNAUTHORIZED VEHICLE SEE DETAIL 20C/A1.01 |
| (10) | (E) FENCE AND GATE | (30) | CURB RADIUS 10'-0" |
| (11) | (E) CURB TO REMAIN | (31) | EXISTING FLUSH CONCRETE CURB TO REMAIN; SEE CIVIL DRAWINGS |
| (12) | EV READY PARKING STALL INSTALLED PER CGBC SEC. 5.106.5.3.1 AND 5.106.5.3.4. | | |
| (13) | ACCESSIBLE PATH OF TRAVEL SHOWN DASHED. MAX. SLOPE IS 5% AND 2% CROSS SLOPE. MAX. SLOPE OF 2% IN ANY DIRECTION AT EACH TURN AND INTERSECTION OF PATH OF TRAVEL. SEE CIVIL DRAWINGS FOR GRADING REQUIREMENTS. | | |
| (14) | YELLOW TRUNCATED DOMES, SEE 11/A1.01 | | |
| (15) | (E) MONUMENT SIGN TO REMAIN | | |
| (16) | (E) POWER POLE, SEE CIVIL DRAWINGS | | |
| (17) | CURB CUT; SEE CIVIL DRAWINGS | | |
| (18) | BOLLARDS PLACED AT 36" O.C. SEE DETAIL 11/A1.02. | | |
| (19) | 6" CONCRETE WHEEL STOP; SEE DETAIL 7/A1.02 | | |
| (20) | TRANSFORMER ON CONCRETE PAD WITH PROTECTIVE BOLLARDS, TRANSFORMER, PAD, AND BOLLARDS TO REMAIN; SEE DETAIL 11/A1.02 | | |



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**REVIEWED FOR
CODE COMPLIANCE**

B-SI20-0019

01/07/21

**CITY OF MILPITAS
BUILDING & SAFETY
DEPARTMENT**

A Site Improvement For:
MCCARTHY RANCH
1207 N. MCCARTHY BOULEVARD
MILPITAS, CA 95035

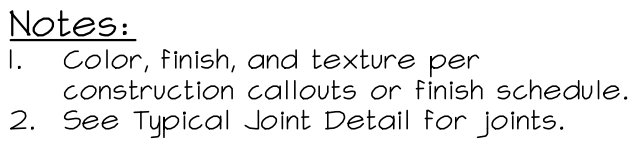
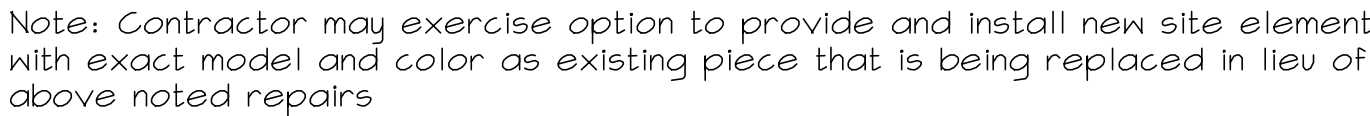
DATE	DESCRIPTION
07.30.2020	BUILDING DEPT. SUBMITTAL
10.26.2020	BUILDING DEPT. RESUBMITTAL
11.25.2020	BUILDING DEPT. RESUBMITTAL



ENLARGED PARKING PLANS AND DETAILS

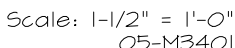
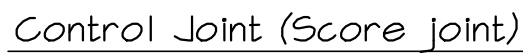
A1.02

PROJECT NO: 194834

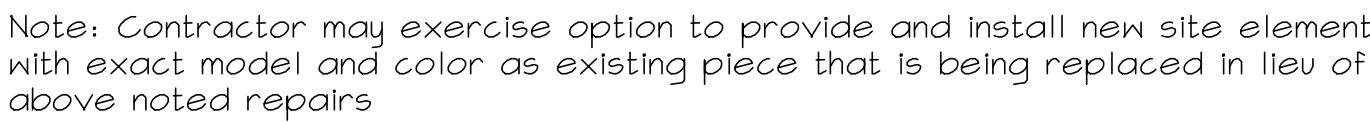


Scale: 1-1/2" = 1'-0"

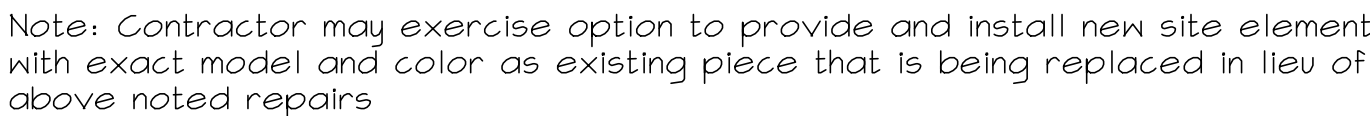
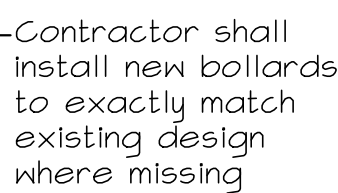
Pedestrian Concrete | A



Typical Joints B



Existing Bench	C
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Existing Bollards	D
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GENERAL CONSTRUCTION NOTES:

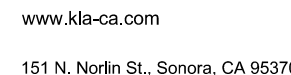
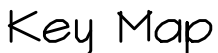
1. All dimensions are taken from curb base, building face, or edge of paving unless otherwise noted on the plan. The dimensions shall be approximately 1/8" line and all radii and curves are to have continuous and smooth transitions without abrupt changes or bends.
2. All forms and alignment of paving shall be inspected and approved by the Engineer prior to and/or order prior to pouring (provide a minimum of 48 hours notice).
3. For site grading see Civil Engineer's plans.
4. Contractor shall verify location of all utilities prior to construction and shall be liable for all damages incurred.
5. Contractor shall note and install all sleeve locations as noted on the Irrigation Plans prior to installation of paving.
6. All construction and workmanship shall conform to the latest edition of the California Building Code.
7. These notes shall be used in conjunction with the plans and any discrepancies shall be brought to the attention of the Landscape Architect.
8. The contractor must check all dimensions, framing conditions, and materials in preparation of construction. The Landscape Architect is to be notified immediately of any discrepancies or deficiencies.
9. Conditions not specifically shown shall be constructed similar to details for the respective materials.
10. The drawings and specifications represent the finished structure. All grading, temporary supports, shoring, etc. is the sole responsibility of the contractor.
11. Observation visits to the job site by the Landscape Architect do not constitute inspection of construction methods and safety conditions of the worksite. These visits shall not be construed as continuous and detailed inspections.
12. Design, materials, equipment, and products other than those specified in the drawings and specifications may be considered for use, provided prior approval has been obtained from the owner, Landscape Architect, and applicable governing authority.

CONSTRUCTION CALLOUTS

No.	Detail	Item Description
1	A, D and B, Sheet LII	Install natural gray medium brown finish concrete paving, install troweled screw joints at approx. 6' on center and expansion joints at approx. 30' on center, or as shown on plans.
2	See Civil Plans	Install ADA ramp per Civil Engineer's plans. Ramp to meet ADA Federal Guidelines.
3	C, Sheet LII	Refresh or replace existing bench at Coyote Creek Trail trailhead.
4	C, Sheet LII	Repair existing wood posts at Coyote Creek Trail trailhead.
5	E, Sheet LII	Replace existing wood posts at Coyote Creek Trail trailhead to match original brown color. This shall include all railing posts, sign posts, bench posts, etc. Contractor to investigate the site and replace any missing or damaged posts with new posts to match original brown color.
6	E, Sheet LII	Replace metal site furnishings at Coyote Creek Trail trailhead to match original green color.

GENERAL FINE GRADING NOTES:

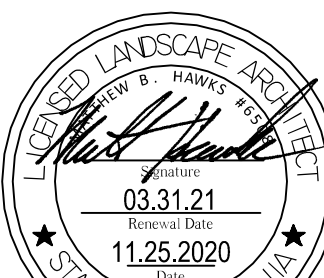
1. All planted areas to slope to catch basins at a minimum of 1/2% slope unless otherwise noted (Plans designed at 2% slope).
2. Prior to construction and/or landscape grading, the contractor shall verify all utility locations, existing drainage structures, street improvements, and finished floor elevations with the engineer or owner. It is the responsibility of the contractor to notify the owner should there be any discrepancies between the plans and the actual site conditions.
3. All finish grades shall be between 1/2" and 2" below the adjacent paving surfaces unless otherwise noted.



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CODE COMPLIANCE**
B-SI20-0019
01/07/21
CITY OF MILPITAS
BUILDING & SAFETY
DEPARTMENT

A Site Improvement For:
McCARTHY RANCH
407 N. MCCARTHY BOULEVARD
MILPITAS, CA 95035

DATE	DESCRIPTION
07.29.2020	BUILDING DEPT. SUBMITTAL
10.26.2020	BUILDING DEPT. RESUBMITTAL
11.25.2020	BUILDING DEPT. RESUBMITTAL



Construction Plan

L1.1

EXHIBIT "C"

MAINTENANCE FUNCTIONS

Maintenance. Developer shall maintain all Site Improvements within Lot A. Maintenance activities will include restoration and capital repairs necessary to meet the City's standard of service.

Limits: Within City Right-of-way

Scope: Maintenance of Site Improvements shall include but not be limited to sidewalk, landscaping and irrigation, stormwater bio-retention basin, pedestrian lighting and appurtenances. Maintenance Functions shall be regularly performed to the following minimal standard levels:

- (1) Sidewalk. Inspect, repair, and replace sidewalks as necessary to keep them in a reasonably safe condition, including but not limited to erosion control. Sidewalks shall be kept free of tripping hazards. Continuous pedestrian (ADA compliant) access shall be maintained on all public sidewalks.
- (2) Litter and Debris. Sidewalks, landscapes and storm drain inlets shall be kept free of debris and litter, etc.
- (3) Landscape and Irrigation. Landscaping and planting shall be irrigated, pruned, and fertilized to maintain healthy growth. Maintenance shall include weed abatement, hedge trimming/removal, plant replacement, chipping, and pest control. Irrigation lines, meters, and appurtenances shall be maintained, repaired or replaced as needed. All bio-retention treatment facilities shall be maintained to comply with all the provisions of the Municipal Regional Permit and the approved Storm Water Control Plan and Operation and Maintenance Agreement as filed with the Office of Recorder of the County of Santa Clara, State of California as document no. 23145660.
- (4) Electrical. Inspection, repair, servicing, and replacement of pedestrian lighting, safety and sign lighting, and electrical facilities used to operate automatic watering systems. Pedestrian lights shall be in a good state of repair to provide nighttime illumination for safe pedestrian travel.
- (5) Graffiti, Vandalism, Private Signage. Sidewalks and pedestrian lights shall be kept free of graffiti and private signage. Signage maintenance shall consist of replacement of existing signs and the repair, cleaning, and painting of signs.

<u>MAINTENANCE SERVICES</u>			
MAINTENANCE FUNCTION	MAINTENANCE SERVICES	FREQUENCY	PERMIT* REQUIRED
Sidewalk	Blow pedestrian walkways. Power wash hard surfaces. Removal, repair, or replacement of sidewalk. Remove pedestrian tripping hazard	1 time per week 2 times per year As needed. Within 72 hrs	No No Yes Yes
Litter and Debris	Remove litter and debris.	Within 72 hrs	No
Graffiti, Vandalism, Signs	Graffiti removal (washing, cleaning, and painting). Vandalism removal, repair, and or replacement. Sign cleaning, repair, removal, and/or replacement.	Within 72 hrs Within 72 hrs As needed.	No No No
Electrical	Inspect, repair, service, or replace electrical facilities.	As needed.	Yes in ROW
Landscaping	Trim and edge turf. Collect and dispose of leaves. (3/1-10/31) Collect and dispose of leaves. (11/1-2/28) Weed Abatement (turf areas) Weed Abatement (non-turf areas) Hedging to retain and fullness of shrubs. Aerate Turf using tractor-mounted aerator. Structural tree trimming in travel lane. Pruning and trimming trees. Trim and fertilize landscape planting.	2 times per month 1 time per month 2 times per month 4 times per year 3 times per year 2 times per year 2 times per year 1 time per year 2 times per year 2 times a year	No No No No No No No No No No
Irrigation	Check system, adjust and repair as needed. Irrigation Controller (IC) annual cleaning. IC fuse check. IC fuse & battery replacement. Test backflow preventer & submit certificate.	2 times per month. 1 time per year. 1 time per year. As needed. 1 time per year.	No No No No No
Pest Control	Control flies, ants, bees, spiders, & other insects in landscaping and treatment areas.	As needed.	No
Vector control	Provide rodent control and removal to maintain safe and attractive landscape.	As needed.	No
Emergency Repair	All public safety concerns & hazard removal.	Within 72 hrs	No

*All fees for encroachment permits required for the performance and inspection of maintenance services are hereby waived.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Enter into and Execute an Agreement for Completion of Public Improvements as Part of the Rajyoga Meditation and Research Center Project (Staff Contact: Matt Cano, Assistant City Manager/Acting City Engineer, 408-586-3012; Roberto Alonzo, PW Division Manager - Engineering, 408-586-3316)
Category:	Consent Calendar-Community Development
Meeting Date:	2/6/2024
Recommendation:	Approve and authorize the City Manager to enter into and execute an agreement for completion of public improvements as part of the Rajyoga Meditation and Research Center Project between the City of Milpitas and Rajyoga Meditation & Research Center LLC, a nonprofit organization.

BACKGROUND:

On April 7, 2016, Developer submitted to City an application for approval of a development proposal to allow the re-use of an existing building to be converted into a group instruction center with ancillary sleeping quarters, a new stage for the performers, new green room and two-car garage. Outside areas include expanding the parking area with additional paving, re-surfacing and restriping the entire parking lot, installing new landscaping, lighting and fencing on a 1.07-acre site within the Midtown Specific Plan area, located at 540 S Abel St, Milpitas, CA 95035. The Public Improvements to be constructed and accepted by the City include curb and gutter, sidewalk, two new concrete driveways, install slurry seal and restripe half of S Abel St along the frontage of the project, utility services, modify the existing landscaping, irrigation and other miscellaneous items of work identified on the improvement plans.

ANALYSIS:

Rajyoga Meditation and Research Center has agreed to enter into an Improvement Agreement (attached) with the City for the construction of Public Improvements for the project which will be completed with the on-site work, and the public improvements will be accepted by the City after completion of construction. The improvements will be completed within 1-year from the date of the Improvement Agreement, and the work is guaranteed by bonds or similar securities to be posted by Rajyoga Meditation and Research Center in the amount of \$86,000.00, representing 100% of the estimated cost of the improvements. The City Engineer has reviewed the public improvement plans (2-1444) and recommends the City Council approve the Agreement to allow for the construction of public improvements to proceed.

POLICY ALTERNATIVE(S):

Alternative 1:

Denny approval of Improvement Agreement.

Pros: None

Cons: Not approving the execution of the Improvement Agreement would prevent the needed offsite public improvements from being constructed and guaranteed by bonds.

Reason for Not Recommending: The proposed offsite public improvements are designed to support the 540 S Abel St and staff recommends the City Council approve the Improvement Agreement for construction.

FISCAL IMPACT:

Rajyoga Meditation and Research Center 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, after the 1-year warranty period, 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):

On January 11, 2017, the Planning Commission approved Resolution No. 17-001 stating that the Planning Division completed an environmental assessment for the project in accordance with the California Environmental Quality Act (CEQA), which assessment determined that the proposed project is exempt from CEQA review pursuant to Section 15303 (New Construction and Conversion of Small Structures) of the CEQA guidelines.

RECOMMENDATION:

Approve and Authorize the City Manager to Execute the Agreement for Completion of Public Improvements as part of the Rajyoga Meditation and Research Center Project between the City of Milpitas and Rajyoga Meditation and Research Center LLC, a nonprofit organization.

ATTACHMENT(S):

Improvement Agreement

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

PARCEL NO. 083-13-013

between

CITY OF MILPITAS

a California municipal corporation

and

RAJYOGA MEDITATION & RESEARCH CENTER

a NON-PROFIT ORGANIZATION

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
PARCEL NO. 083-13-013**

I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this ____ day of _____, 2024 by and between the City of MILPITAS, a California municipal corporation (“City”) and RAJYOGA MEDITATION & RESEARCH CENTER, a nonprofit organization with its principal office located at 540 S ABEL ST, MILPITAS, CA 95035 (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS.

A. On April 7, 2016, Developer submitted to City an application for approval of a development proposal to allow the re-use of an existing building to be converted into a group instruction center with ancillary sleeping quarters on a 1.07 acre site within the Midtown Specific Plan area, located at 540 S ABEL ST, MILPITAS, CA 95035 (the “Project”), a legal description of which is attached hereto as Exhibit “A” (“Property”).

B. Developer has not completed all of the work or made all of the public improvements required by Title X, Chapter 1, Section 8 of City’s Municipal Code, or other ordinances, resolutions, or policies of City requiring construction of public improvements in conjunction with the land.

C. Pursuant to Title X, Chapter 1, Section 8 of 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 Project.

D. Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the Offsite Improvement Plan No.2-1444 for this Project.

III.TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until both of 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. If the above described conditions are not satisfied within 60 days after the entry date of this Agreement, 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, expense, and liability all improvements required by City as part of the approval of Offsite Improvement Plan No.2-1444, including, but not limited to, 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 as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Project ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. 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 and incidental 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 skillful and 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. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

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 approves and 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 approved 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 a vigorous and thriving condition reasonably 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. 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 of the effective date of this Agreement, 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 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 approval and 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 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 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 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. If the Project was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. 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 vigorous and thriving condition reasonably 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 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 the replacement cost for all landscaping (“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 vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **Eighty six thousand Dollars (\$86,000.00)**, 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 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 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 **Eighty six thousand Dollars (\$86,000.00)**, which sum shall 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 original 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 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 Blvd
MILPITAS, CA 92236

RAJYOGA MEDITATION & RESEARCH CENTER
540 S Abel St
MILPITAS, CA 95035

Attn: MATT CANO. PE
Assistant City Manager/Acting City Engineer

Attn: KUSUM KEJRIWAL
Director

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 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

**RAJYOGA MEDITATION &
RESEARCH CENTER**

By: _____
 (signature)
 Ned Thomas
 (print name)
City Manager
City of MILPITAS

By: _____
 (signature)
 Kusum Kejriwal
 (print name)
Director
RAJYOGA MEDITATION &
RESEARCH CENTER

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)
 Matt Cano, PE
 (print name)
Assistant City Manager/Acting City Manager
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 _____

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

D Individual
D Corporate Officer

Title(s)
D Partner D Limited
(s)
D General
D Attorney-In-Fact
D Trustee(s)
D Guardian/Conservator
D Other:

Title or Type of Document

Number of Pages

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

All Capacity Acknowledgment

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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

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D Other:

Title or Type of Document

Number of Pages

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
APN 086-42-033

EXHIBIT “B”
LIST OF PUBLIC IMPROVEMENTS
APN 086-42-033

EXHIBIT "C"
SURETY BONDS AND OTHER SECURITY
APN 086-42-033

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: \$86,000.00

Surety: _____
Attorney-in-fact: _____
Address: _____

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$86,000.00

Surety: _____
Attorney-in-fact: _____
Address: _____

CASH MONUMENT SECURITY:

Amount deposited per Cash Receipt No. _____ Date: \$ _____

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF MILPITAS

PARCEL/TRACT MAP NO. 086-42-033 IMPROVEMENTS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California (“City”) and Rajyoga Meditation and Research Center (“Developer”), 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 Parcel/Tract Map No. _____ (“Public Improvements”) to be constructed by (“Principal”);

WHEREAS, the Public Improvements to be performed by Developer and Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Developer 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 _____ (“Surety”), a corporation organized and existing under the laws of the State of _____, 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 (\$ _____), 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.

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 _____, this _____ day of _____, _____.

(Corporate Seal)

Principal _____

By _____

Title _____

(Corporate Seal)

Surety _____

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(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)

(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)

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF MILPITAS
PARCEL/TRACT MAP IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California (“City”) and Rajyoga Meditation and Research Center (“Developer”), 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 Project (“Public Improvements”) to be constructed by (“Principal”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Developer is required to obtain a bond from Principal 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 _____ (“Surety”), a corporation organized and existing under the laws of the State of _____, 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, (\$ _____), said sum being not less than 100% of the 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 _____, this _____ day of _____, _____.

(Corporate Seal)

Principal _____

By _____

Title _____

(Corporate Seal)

Surety _____

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(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)

(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)

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)

Title or Type of Document

☐ Partner ☐ Limited
(s)

☐ General

Number of Pages

☐ Attorney-In-Fact

☐ Trustee(s)

☐ Guardian/Conservator

☐ Other:

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

All Capacity Acknowledgment

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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.

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☐ Guardian/Conservator

☐ Other:

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Review Applications Received for the 2024-2025 Community Development Block Grant Annual Action Plan (Staff Contact: Alex Andrade, Director of Economic Development, 408-586-3046; Robert Musallam, Housing Division Manager, 408-586-3275)
Category:	Public Hearings-Community Development
Meeting Date:	2/6/2024
Recommendation:	(1) Conduct a public hearing; and (2) Provide feedback and/or direction to staff on CDBG priority areas or specific applications that the City Council seeks to fund.

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) provides annual grants through the Community Development Block Grant (CDBG) program to local entitlement cities and counties. The CDBG program provides resources to the most vulnerable low- and moderate-income communities to address community development needs through investment in capital projects and public services. The amount of funds that Milpitas receives is determined by a formula based on population and other factors.

On December 8, 2023, the City announced the opening of the FY2024-25 CDBG application period. The application period opened on December 8, 2023 and remained available through January 8, 2024. The announcement was made via a Notice for Availability of Funding. The public notice was distributed to current CDBG subgrantees, the CDBG interest email list, and other community members. Additionally, the public notice and the application were physically available at City Hall's Permit Center and the Milpitas Library for the public. Lastly, the public notice was published in the Milpitas Post on December 8, 2023. The application was accessible via our [Federal Program webpage](#).

Per the City's Citizen Participation Plan, the City must hold two Public Hearings to allow the community to participate in an advisory role in the planning, implementation, and assessment of the programs and projects. The City Council's role during this First Public Hearing is to provide staff with feedback and/or direction on CDBG priority areas the City Council seeks to fund. Specific funding amounts, services or projects to be funded will not be determined until the Second Public Hearing.

Staff used a simplified application to streamline and increase the efficiency of the process. A total of twenty (20) simplified applications were received during the application period. The total dollar amount of grant requests received during the application period totaled \$1,005,607. A full breakdown of these simplified applications is provided in the Analysis section below.

Eligible and Ineligible Uses

HUD sets restrictions on how CDBG can be used. CDBG activities must be on HUD's list of eligible uses. A summary of eligible and ineligible activities is included in Attachment 1.

Meeting National Objectives

CDBG activities must meet one of the following National Objectives:

1. Provides a benefit to low- and moderate-income persons;

2. Eliminates or prevents slum or blight; or
3. Meets other community development needs having an urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs, often referred to as “urgent need.”

The City of Milpitas has historically used its CDBG allocation to benefit low- and moderate-income persons. To meet the slum or blight National Objective, the City would have to identify areas that meet the definition of a slum, blighted, deteriorated, or deteriorating area under state or local law. Milpitas has not identified significantly blighted conditions within its boundaries. As such, CDBG formula funds must benefit low- and moderate-income persons.

The table below displays the FY2023 income limits determined by HUD to be low- and moderate-income for Santa Clara County. FY2024 income limits have not been released but will be used to determine eligibility once available.

Person(s)	1	2	3	4	5	6	7	8
(50% AMI)*	\$62,450	\$71,400	\$80,300	\$89,200	\$96,350	\$103,500	\$110,650	\$117,750
(80% AMI)*	\$96,000	\$109,700	\$123,400	\$137,100	\$148,100	\$159,050	\$170,050	\$181,000

*HUD Definition of low income is 50% Area Medium Income (AMI); moderate income is 80% AMI

ANALYSIS:

The City has not received its annual entitlement amount for FY2024-25 however it is important to begin the application process while this amount is being determined. The purpose of the Public Hearing is to obtain direction from the public and the City Council on priorities and activities desired to fund in the upcoming Annual Action Plan. The FY2024-25 Annual Action Plan is the City’s plan to accomplish the third and final year of goals and priorities laid out by the Consolidated Plan. Staff will present the draft FY2024-25 Annual Action Plan at the second public hearing meeting.

Available Funds

The City projects the FY2024-25 formula from HUD to be approximately \$650,000. The calculations below are based on this projected amount and are subject to change upon receipt of entitlement allocation from HUD.

HUD allows a maximum of:

- 15% of total funds for public services
- 65% of total funds for capital services
- 20% of total funds for planning and administration
- Economic development activities do not apply to any of the program caps

Based on the projected allocation of \$650,000, the maximum funding allowed in each category is as follows:

Allocation	Public Services (15%)	Capital Projects (65%)	Program Administration (20%)
\$650,000.00	\$97,500.00	\$422,500.00	\$130,000.00

Twenty (20) simplified applications were received during the application period. Four (4) of the applicants are new organizations that have not been funded by the City in recent years. The combined total of all requests is \$1,005,607, with the breakdown of the applications as follows:

- Public Service Requests = \$378,607.00

- Capital Improvement Requests = \$506,000.00
- Economic Development Requests = \$100,000.00
- Program Administration Request = \$21,000.00

The City received requests for funding that exceeded the available formula amount it can allocate.

In addition to the FY2024-25 entitlement allocation, the City has a total of \$215,338.75 in prior unused allocation funds that can be used to allocate funding in addition to the FY2024-25 formula allocation. These funds will be added to the total funding available for this grant cycle.

	Approximate Total Allocation	Public Services	Capital Projects	Program Administration
CDBG Funds Available	\$650,000.00	\$97,500.00	\$422,500.00	\$130,000.00
Total Application Requests*	\$1,005,607.00	\$378,607.00	\$506,000.00	\$21,000.00

*Economic Development activity does not apply to any of the program caps.

As noted in the table above, there are more applicant requests for funding than there is funding available. Likely, some of the applicants will not receive an allocation in the amount they have requested or any funding at all.

Applications

A full list of the applicants, their proposed activity, requested amount, and proposed residents served is displayed below.

Public Service

Organization Name	Project Description	CDBG Fund Request	Proposed Residents Served
Catholic Charities of Santa Clara County	The mission of the Long-Term Care Ombudsman Program is to seek the resolution of problems and advocate for the rights and well-being of residents of long-term care facilities.	\$11,000.00	4
Child Advocates of Silicon Valley	Child Advocates' mission is to be there for every foster child in Santa Clara County who has experienced abuse, neglect and/or abandonment. They accomplish this by operating the Court Appointed Special Advocates (CASA) program in Santa Clara County. CASAs are trained community volunteers who are appointed by a judge's order to advocate for the best interests of foster children.	\$14,000.00	4
CityTeam	CityTeam in the Neighborhood is an outreach program that helps unhoused populations by providing individuals with necessities such as a hot meal or other essential items.	\$10,000.00	1,650
Healthier Kids Foundation Santa Clara County	Healthier Kids Foundation works with Milpitas Unified School District to remove health barriers impacting the learning and life success of their students, newcomers, and refugees. The request is to partially fund a Refugee and Immigrant School Linked Services Manager for Milpitas Unified that will support affected families in the Milpitas community.	\$50,000.00	400
Hope for Unhoused	This mobile service center would be providing a weekly (Sunday, in conjunction with Showers and Laundry) one-stop shop for the unhoused to get food, water, clothing, essentials (tents, sleeping bags), hygiene kit, device recharging, etc. It would also provide the unhoused the ability to get assessed (VI_SPDAT), request additional support such as medical issues (Valley Med Backpack Team), request or get status on case management items (e.g. ID, Social Security, EBT, GA/VA benefits, etc.)	\$15,000.00	100
India Community Center (ICC)	ICC supports over 150 Seniors at our center in Milpitas who participate in a variety of activities between Monday to Friday which includes lunch supported by Santa Clara County.	\$50,000.00	100
Knights of Columbus	Annual free Thanksgiving dinner on Thanksgiving Day for the homeless, seniors, and low-income.	\$5,000.00	500
Next Door Solutions to Domestic Violence (NDS)	Next Door Solutions provides Milpitas residents who self-identify as victims of domestic violence (including children) with comprehensive, Survivor-Defined services.	\$20,000.00	45
Pragnya	Support children, youth, and adults from the Neurodiverse community by extending the Social Recreational programming to be inclusive of larger groups and longer sessions to create social-emotional connections.	\$68,000.00	300

Public Service Cont.

Project Sentinel	Project Sentinel will assist Milpitas Residents with tenant/landlord disputes through counseling sessions and comprehensive education.	\$42,000.00	125
Senior Adults Legal Assistance (SALA)	SALA will provide free Legal Services to Milpitas seniors 62 or older with appointments at Barbara Lee Senior Center, at other SALA intake sites, and by phone, targeting clients that are low-income and at-risk.	\$12,500.00	20
Silicon Valley Independent Living Center (SVILC)	SVILC will provide education, resources, and advocacy about affordable, accessible housing to Milpitas residents with disabilities, older adults with chronic health conditions, and local landlords. Most consumers requesting and receiving housing assistance, rent relief, and/or other emergency services.	\$15,107.00	48
Sourcewise	Sourcewise will serve 30 unduplicated Milpitas seniors aged 60 and older, who qualify for nutritious home-delivered meals. Clients receive 14 meals delivered once a week to their homes at no cost to the seniors.	\$25,000.00	30
The Health Trust	The Health Trust Meals on Wheels program provides home-delivered meals to seniors in Santa Clara County. We will serve 45 Milpitas clients and provide approximately 10,000 meals to home-bound, nutritionally at-risk, low-income seniors.	\$11,000.00	45
YWCA Golden Gate Silicon Valley	YWCA Golden Gate Silicon Valley will provide 30 Milpitas residents with a multiservice continuum of crisis response and prevention services for survivors of domestic violence.	\$30,000.00	30
Subtotal		\$378,607.00	3,401

Capital Projects

Organization Name	Project Description	CDBG Fund Request	Proposed Residents Served
Milpitas Library Roof Repair – City of Milpitas	The Milpitas Library is one of the busiest libraries in Santa Clara County with thousands of visitors each year. The roof of the Library is 15 years old and in disrepair and needs repairing and replacement.	\$100,000.00	1000+
Rebuilding Together Silicon Valley (RTSV)	Rebuilding Together Silicon Valley's mission is repairing homes, revitalizing communities, rebuilding lives, and our vision is safe homes and communities for every person. We preserve affordable housing by providing critical home repairs and accessibility modifications for low-income residents, at no cost to the recipient.	\$156,000.00	26
Terrace Gardens Senior Housing	The roofs of the "Community Building", and "E" and "F" Buildings need repair. Terrace Gardens is requesting funds to replace the roofs.	\$250,000.00	148
Subtotal		\$506,000.00	1,174

<u>Economic Development</u>	Organization Name	Project Description	CDBG Fund Request	Proposed Residents Served
	Microenterprise Assistance Grant Program – City of Milpitas	The City requests funding to assist local microenterprises, specifically those on Main Street. A grant program designed to assist Main Street microenterprise will help economic vitality and keep businesses thriving in the downtown.	\$100,000.00	50
<u>Program Administration</u>				
	Project Sentinel	Milpitas residents and prospective residents will receive robust protection of their civil rights through a comprehensive suite of fair housing services.	\$21,000.00	20
	Program Administration	Staff time in administering the program, including all public noticing, and publishing.	TBD	N/A
	Subtotal		\$121,000.00	70
		Total of proposed funded applications	\$1,005,607.00	4,645

CONSIDERATIONS:

Staff has identified the following potential considerations for the City Council to assist in providing feedback on areas to fund.

Strategic Plan

The Consolidated Plan is a three-year plan that outlines the City's strategies used to meet a variety of housing and non-housing community needs. The following table depicts the accomplishments of CDBG's strategic plan to date. Since FY2024-25 is the third and final year in the Consolidated Plan, this is the City's last opportunity to meet these goals.

Goal	Indicator	Unit of Measure	Expected – Strategic Plan
Affordable Housing Rental Rehabilitation	Rental units rehabilitated	Household Housing Unit	148
Assist Microenterprises and Small Businesses	Businesses assisted	Businesses Assisted	50
Community Funding/Public Services	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500
Fair Housing	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	60
Maintain and Preserve Existing Housing	Homeowner Housing Rehabilitated	Household Housing Unit	150
New Affordable Housing*	Rental units constructed	Household Housing Unit	50
Public Improvements - Accessibility & Public Fac.	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000
Public services - Residents at risk of eviction	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	20
Public Services for Children and Youth	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50
Public Services for Domestic Violence support	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	80
Public Services for Seniors	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1250

*Goal is not feasible to accomplish in this program year

Applicant Experience, Eligibility, and Funds Requested

There are four applicants with limited or no prior history with the City of Milpitas' CDBG program: CityTeam, Healthier Kids Foundation Santa Clara County, Hope for the Unhoused, and Knights of Columbus. All the proposed activities in these applications are eligible activities and meet a national objective. However, to be eligible, an applicant must demonstrate that they have the systems in place to capture the HUD-required data to prove their activity meets a national objective.

All applications are subject to the HUD-imposed cap guidelines. Typically, a majority of the applications are for Public Services. Given that the 15% public service cap projected this year is \$97,500, a single CDBG applicant could exhaust the available funding. The City must be judicious in selecting applicants that request a fair

amount for the services rendered, while not reducing the funding request significantly resulting in the applicant rejecting the allocation. Due to HUD's stringent reporting requirements, it may not be worth the agency's resources to accept a lower amount of funding. City staff's objective is to select a wide range of service providers who offer residents the most beneficial services per the Consolidated Plan and City Council goals.

FISCAL IMPACT:

At this time, there is no fiscal impact associated with this item to conduct a public hearing to discuss and provide input beyond staff time.

California Environmental Quality Act (CEQA):

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

RECOMMENDATION:

- (1) Conduct a public hearing; and
- (2) Provide feedback and/or direction to staff on CDBG priority areas or specific applications that the City Council seeks to fund.

Attachment(s):

- (a) Eligible and Ineligible CDBG Activities

Eligible and Ineligible CDBG Activities

Eligible CDBG Activities

1. Acquisition of Real Property
2. Disposition
3. Public Facilities and Improvements
4. Clearance and Remediation
5. Public Services
6. Interim Assistance
7. Relocation
8. Loss of Rental Income
9. Housing Services
10. Privately-Owned Utilities
11. Rehabilitation and preservation
12. Construction of Housing
13. Code Enforcement
14. Special Economic Development Activities
15. Microenterprise Assistance
16. Special Activities by Community-Based Development Organizations
17. Homeownership Assistance
18. Planning and Capacity Building
19. Program Administration Costs
20. Miscellaneous Other Activities

Ineligible CDBG Activities

1. **Buildings or portions thereof, used for the general conduct of government may not be assisted with CDBG funds.** This does not include, however, the removal of architectural barriers involving any such building, which may be assisted under the category of Public Facilities and Improvements.
2. **General government expenses.** Expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.
3. **Political activities.** CDBG funds may not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.
4. **Purchase of equipment.** The purchase of equipment with CDBG funds is generally ineligible – construction equipment, fire protection equipment, furnishings and personal property.
5. **Operating and maintenance expenses.** The general rule is that any expense associated with repairing, operating, or maintaining public facilities, improvements, and services is ineligible.
6. **New housing construction.**
7. **Income payments.** The general rule is that CDBG funds may not be used for income payments.

Adapted from HUD booklet, Community Development Block Grant Program; A guide to National Objectives & Eligible Activities for Entitlement Communities.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive Report on Storm Drainage Impact Fee Nexus Study; and Adopt a Resolution Adopting the Storm Drainage Impact Fee Nexus Study (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	2/6/2024
Recommendation:	(1) Conduct a public hearing on the Storm Drainage Impact Fee Nexus Study; and (2) Adopt a resolution adopting the Storm Drainage Impact Fee Nexus Study.

BACKGROUND:

The City of Milpitas owns and maintains an extensive storm drain system network, consisting of 112 miles of pipeline ranging from 12-inches to 36-inches, approximately 1,400 manholes and 3,500 storm drain inlets. This system of inlets, pipes, and 13 pump stations is critical infrastructure that protects our community during rain events and prevents flooding of our streets and neighborhoods. While the City owns, operates, and maintains the underground pipes and culverts, most major waterways and downstream creeks are owned, operated, and maintained by Valley Water.

In 1987, the California State Legislature enacted the Mitigation Fee Act, authorizing cities to impose Development Impact Fees (DIF) to mitigate the impacts new development projects may have on existing infrastructure. DIF are not a tax or special assessment but are a funding tool for the City to recover infrastructure costs related to growth. These impact fees are a one-time charge for new development that will impact existing storm drain infrastructure or create the need for new storm drain infrastructure. In establishing, increasing, or imposing a fee as a condition for the approval of a development project, Government Code 66001(a) and (b) require a local agency to:

1. Identify the purpose of the fee;
2. Identify how the fee will be used;
3. Determine that a reasonable relationship exists between the fee use and type of development project for which the fee is being used;
4. Determine how the need for the public facility relates to the type of development project for which the fee is imposed; and
5. Show the relationship between the amount of the fee and the cost of the public facility.

In 2021, California adopted Assembly Bill (AB) 602, outlining new nexus study requirements for the development and implementation of impact fee programs under the Mitigation Fee Act. The Mitigation Fee Act now requires adoption of a nexus study prior to the adoption of new or updated DIF. A nexus study is based on the premise that new development should pay for its proportionate share of public improvement costs. Impact fees are only applied to new development or redevelopment projects and collected by the City prior to the issuance of the building permit.

The City collects three distinct DIF including the Calaveras Boulevard Widening Traffic Impact Fee, Transit Area Specific Plan (TASP) Impact Fee and Storm Drain Impact Fees. The existing 2003 Storm Drain Impact Fees (2003 SDIF) were adopted by City Council on October 7, 2003, via Ordinance 239.9. The 2003 Financial

Utility Master Plan was the nexus for the 2003 SDIF, which is still in use today. The total cost used in development of the 2003 SDIF calculation is in 2002 dollars and based on the Storm Drain Master Plan developed by Schaff & Wheeler in 2001.

Due to the passage of AB 602, and adoption of the 2021 Storm Drain Master Plan (2021 SDMP), and to remain in compliance with applicable laws, standards and procedures, the City entered into an agreement with West Yost in 2022 to conduct a Storm Drain Impact Fee Nexus Study (Nexus Study) with the intended purpose of evaluating the existing 2003 SDIF, the reasonable relationship between the fee and facility or project(s) for which the fee is imposed and to recommend new and/or updated fees within the Development Impact Fee Program. Pursuant to the Mitigation Fee Act, the Nexus Study (Attachment B) was designed to provide the City with the necessary analysis to support an update to the Storm Drainage Impact Fee (SDIF) including the associated fee calculations for the maximum fees the City can charge.

ANALYSIS:

The Nexus Study was prepared in compliance with the regulations set forth under the Mitigation Fee Act and AB 602 and employed a methodology which ensures a rational nexus exists between future development and the use and need of the proposed storm drain infrastructure improvements as identified in the 2021 SDMP.

The major changes from the 2003 SDIF and this Nexus Study may be summarized accordingly:

- Changes in the City's current planned development areas and planning horizon. The future development area for this Nexus Study, which include the Milpitas Metro Specific Plan Area (MMSP), Gateway-Main Street Specific Plan Area (GSP), and the remaining urban service area. This Nexus Study recommends implementing a separate impact fee for each of the three development areas.
- Changes from the 2021 SDMP, which evaluated the Milpitas's storm drain system and floodplains using tools developed in conjunction with Valley Water as part of the Cooperating Technical Partner program sponsored by the Federal Emergency Management Agency (FEMA) to complete updated flood hazard mapping. The City's storm drainage Capital Improvement Program (CIP) that remedies identified system deficiencies was prepared and updated as part of the 2021 SDMP.
- Changes to the Mitigation Fee Act under AB 602, which requires a local agency to conduct an impact fee study following specific standards and practices. These changes include, but are not limited to, adoption of a nexus study prior to the adoption of associated development fees and use of a valid method to establish a reasonable relationship between the fee charged and the burden posed by the development.

Storm Drain Development Impact Fee Calculation

Table 1 details the City's current 2003 SDIF. The 2003 SDIF was based on a buy-in methodology calculated by dividing the value of existing infrastructure plus anticipated capital and equipment cost, by the total city-wide stormwater runoff acreage. The 2003 SDIF was assessed per parcel for single-family land use types and per acre for all other land use types.

Table 1. Current Storm Drainage Impact Fees			
Land Use	Parcel Size	Unit	Fee
Single-Family Medium Density	Equal or Smaller than 8,710 square feet	Per parcel	\$1,100
Single-Family Low Density	Between 8,711 and 43,560 square feet	Per parcel	\$1,916
Single-Family	Between 1 acre and 4 acres	Per parcel	\$3,594
Single-Family	Between 4 acres and 9 acres	Per parcel	\$4,792
Single-Family	Greater than 9 acres	Per parcel	\$6,469

Multiple-Family		Per acre	\$16,771
Commercial, Industrial, Institutional, or Mixed-Use Sites		Per acre	\$21,562
Schools with Athletic Fields		Per acre	\$7,187
Parks		Per acre	\$4,792

Table 2 includes the proposed SDIF developed by the Nexus Study. The proposed fees reflect significant reductions for residential and nonresidential land uses compared to the City's current fee structure. The Nexus Study developed a separate and unique impact fee for each study area, which includes the MMSP, GSP and remaining Urban Service Area. The SDIF was calculated by dividing the total cost of 2021 SDMP improvements for each study area (attributable to an impact as defined by AB 602) by the total runoff acreage for that study area. Components of the SDIF were developed using the following criteria:

- Total runoff acreage was calculated multiplying the total area for each land use category in the study area by the runoff factor assigned to that land use category.
- The total cost of the CIPs that are directly related to new development is identified for each study area based on the 2021 SDMP.

Tailored Development Impact Fees (DIFs) were created for the City's three future development zones: MMSP, GSP, and the remaining Urban Service Area. The MMSP is a plan for redevelopment of approximately 437 acres in the southern portion of the city, centered around the new Milpitas BART station and the VTA Light Rail system. The GSP area encompasses approximately 600 acres and is focused on development and redevelopment in the City's downtown area to revitalize historic Main Street and the Calaveras gateway to become the cultural hub of the city.

The Nexus Study identified 23 CIPs from the 2021 SDMP directly linked to new or redeveloping projects, eligible for DIF application. The MMSP area is almost entirely built out and has adequate storm drain capacity during the 10-year storm event based on the 2021 SDMP, with no identified stormwater CIP projects. Within the GSP area, three low-priority CIPs and four CIPs targeting the extension of the storm drain system to proposed development areas were identified. The remaining Urban Service Area includes nine high-priority CIPs and seven low-priority CIPs. Projects identified in the Nexus Study include improvements to city facilities such as extending storm drain infrastructure within the GSP along Main Street. The attached Nexus Study provides a comprehensive breakdown of CIPs for each study area, including associated costs.

Table 2. Proposed Storm Drainage Impact Fees			
	Milpitas Metro Specific Plan Area	Gateway-Main Street Specific Plan Area	Remaining Urban Service Area
Connection Fee per Runoff Acre	\$ -	\$ 48,768.00	\$ 240,000.00
Connection Fee per 100 sf of Runoff Surface	\$ -	\$ 112.00	\$ 551.00

The GSP is currently in the planning process, and work is underway with the Planning Department to address future land uses and evaluate additional infrastructure needs beyond what was identified in the 2021 SDMP. City staff is working with the GSP consultant to identify required storm drain improvements unique to the GSP. An independent assessment of the storm drainage system within the GSP area will develop specific plan development impact fees to pay for storm drainage improvements separate from this study.

Public Noticing

The Mitigation Fee Act outlines specific requirements regarding the noticing of nexus studies. Notice of the time and place of the meeting, including a general explanation of the matters to be considered and a statement that required data is available was noticed at least thirty (30) days prior to the public hearing. A notice of a

public hearing including the time and place of the meeting was noticed as a published ad in the Sunday Mercury News on January 7, 2024. The same public hearing notice was published again in the Milpitas Post on January 26, 2024, to comply with the ten (10) day noticing requirement. The Mitigation Fee Act requires the complete study be posted and made available at a minimum 10 days prior to the hearing. The Storm Drainage Impact Fee Nexus Study was posted to the City website on December 15, 2023.

POLICY ALTERNATIVE(S):

Alternative: Do not adopt the Storm Drainage Impact Fee Nexus Study

Pros: There are no identified benefits to this alternative.

Cons: By not adopting the Storm Drainage Impact Fee Nexus Study, the City cannot move forward with adopting the updated Storm Drainage Impact Fee resulting in the collection of fees that may not align with the guidelines outlined in the Mitigation Fee Act.

FISCAL IMPACT:

The Storm Drain Nexus Study identified \$2.94 million of storm drain improvements projects that are a result of impacts from new developments and therefore need to be mitigated through a Storm Drain Impact Fee. Upon completion of the projects, no additional Storm Drain Impact Fees will be collected.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The Nexus Study and SDIF being considered does not constitute a "Project" pursuant to CEQA Guidelines section 15378 (b), which excludes items involving the general creation of governmental funding mechanisms or fiscal activities. The proposed fee update and fee structure modification enables the collection and allocation of fees for the continued improvement and rehabilitation City storm drain facilities. The capital projects described in the Nexus Study will maintain the level of service currently provided by the City's existing storm drain infrastructure by ensuring that new development will not negatively impact existing service levels.

RECOMMENDATION:

- (1) Conduct a public hearing on the Storm Drainage Impact Fee Nexus Study; and
- (2) Adopt a resolution adopting the Storm Drainage Impact Fee Nexus Study.

ATTACHMENT(S):

- (a) Resolution
- (b) Storm Drainage Impact Fee Nexus Study

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING THE
STORM DRAINAGE IMPACT FEE ANALYSIS**

WHEREAS, AB 1600 was adopted and codified in California Government Code Section 66000 et seq. Allowing the establishing, increasing, or imposing of a development fee as a condition of approval where the purpose and use of the fee were identified, and reasonable relationship to the development project was demonstrated; and

WHEREAS, the City Council approved the current storm drainage impact fee program on June 3, 2003, by their Resolution No. ---; and

WHEREAS, the City desires to change the Storm Drainage Impact Fees upon development projects to ensure that new development contributes its fair share to public facilities in the City consistent with the City's standards; and

WHEREAS, the City contracted with West Yost to perform a nexus study analysis demonstrating the reasonable relationship between the need for each fee and the type of development on which each fee will be imposed and has determined amounts for each fee based on the reasonable relationship between each fee and the type of development project on which the fee will be imposed; and

WHEREAS, West Yost prepared and submitted a Storm Drainage Impact Fee Analysis, dated June 2023, attached to the Agenda Report, and incorporated by reference (the "Nexus Study"); and

WHEREAS, the Nexus Study substantiates a methodology that will charge each new development project only for the costs necessary to mitigate the impacts expected to be caused by that development project; and

WHEREAS, the Nexus Study establishes proposed amounts and provides an evaluation of the need for new Impact Fees and establishes the nexus between the imposition of the new Fees and the estimated reasonable costs of providing the services for which the Fees are charged; and

WHEREAS, the Nexus Study includes information that supports the City's actions, as required by subdivision (a) of Section 66001 of the Government Code.

WHEREAS, pursuant to Government Code Sections 66019 and 66016.5, notice of the time and place of the meeting, including a general explanation of the matters to be considered and a statement that required data is available was mailed at least thirty (30) days prior to the meeting to those members of the public who filed a written request with the City; and

WHEREAS, at least ten (10) days prior to the public hearing referenced above, the City made available for public inspection information required under Government Code Section 66000, et seq.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and

resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council finds the Storm Drainage Impact Fee Analysis being considered does not constitute a "Project" pursuant to CEQA Guidelines section 15378 (b), which excludes items involving the general creation of governmental funding mechanisms or fiscal activities, and no environmental assessment is required.
3. The Storm Drainage Impact Fee Analysis is hereby adopted and ordered filed with the City Clerk.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

TECHNICAL MEMORANDUM

DATE: June 30, 2023

Project No.: 270-60-22-20

SENT VIA: EMAIL

TO: Harris Siddiqui
City of Milpitas Department of Public Works

FROM: Melissa Duffy, PE, RCE #87217

REVIEWED BY: Doug Moore, PE, RCE #58122

SUBJECT: Preliminary Storm Drainage Improvement Impact Fee Analysis



West Yost is pleased to provide the City of Milpitas (City) with this Technical Memorandum (TM) to summarize this Preliminary Storm Drainage Improvement Impact Fee Analysis. Key topics include:

- Background
- Impact Fee Evaluation
- Proposed Impact Fee
- Nexus Summary

While this preliminary analysis provides an estimate and framework for a proposed impact fee based on data available at this time, additional data will be required to provide an adequate impact fee assessment. The Gateway – Main Street Specific Plan (GSP) is currently being developed, which may require additional storm drain infrastructure to be included in the calculation of a proposed impact fee. In addition, the proposed impact fee should be based on providing 100-year flood protection to the City. The Capital Improvement Projects (CIPs) identified in the 2021 Storm Drain Master Plan (SDMP) are based on the 10-year design storm.

BACKGROUND

Stormwater runoff in the City is collected in a system of gutters, underground pipes, and open channels flowing to Coyote Creek and ultimately discharging to the San Francisco Bay. The City is experiencing rapid growth, placing strain on the critical aging stormwater infrastructure. Storm Drainage Improvement Impact Fees are a funding tool for the City to recover infrastructure costs related to growth. Impact fees are a one-time charge for new development or redevelopment of property that will impact existing infrastructure or create the need for new infrastructure.

Assembly Bill (AB) 1600 became effective on January 1, 1989, regulating the way that impact fees are imposed on development projects. Based on AB 1600, the agency imposing the impact fees are responsible for the following:

1. Identifying the purpose of the fee
2. Identifying how the fee will be used

3. Showing a reasonable relationship (nexus) between the fee's use and the type of development project on which the fee is imposed
4. Showing a reasonable relationship between the public facility to be constructed and the type of development on which the fee is imposed
5. Accounting for and spending the fees collected only for the purposes and projects specifically used in calculating the fees

In 2021, Schaaf & Wheeler prepared the Milpitas SDMP. The SDMP evaluated the existing storm drain system performance for the 10-year design storm, and CIPs were proposed to alleviate identified flooding problems. The SDMP was used in this preliminary analysis to understand the performance of the existing system and identify the proposed CIP costs for estimating an updated impact fee.

The Santa Clara Valley Water District (Valley Water) is the City's primary partner in managing local stormwater issues. While the City owns, operates, and maintains the underground pipes and culverts, most major waterways and downstream creeks are owned, operated, and maintained by Valley Water. The City also owns, operates, and maintains 13 stormwater pumping stations.

Specific Plan Areas

The City currently includes two Specific Plan areas: the Milpitas Metro Specific Plan (MMSP) area and the GSP area, each further discussed below.

The public draft MMSP was released in April 2022. The MMSP is a plan for redevelopment of approximately 437 acres in the southern portion of the city, centered around the new Milpitas BART station and the VTA Light Rail system. The MMSP area is almost entirely built out and has adequate storm drain capacity during the 10-year storm event based on the 2021 SDMP, with no identified stormwater CIP projects. However, as stated in the public draft MMSP, the area is subject to flooding during the 100-year storm event due to low ground elevations and flows from upstream areas that cannot be mitigated without major channel improvements. The open channels are owned, operated, and maintained by the Valley Water.

The GSP is currently being developed, with adoption anticipated for late 2023. The GSP area encompasses approximately 600 acres and is focused on infill development and redevelopment in the City's downtown area to revitalize historic Main Street and the Calaveras gateway to become the cultural hub of the city. The GSP area was identified in the 2021 SDMP to be prone to flooding due to high creek levels in the downstream system. These downstream open channels are owned, operated, and maintained by Valley Water. The GSP area includes three low-priority CIP projects and four CIP projects identified to extend the storm drain system to proposed development areas. These extension projects will need to be completed before the construction of the development they will serve.

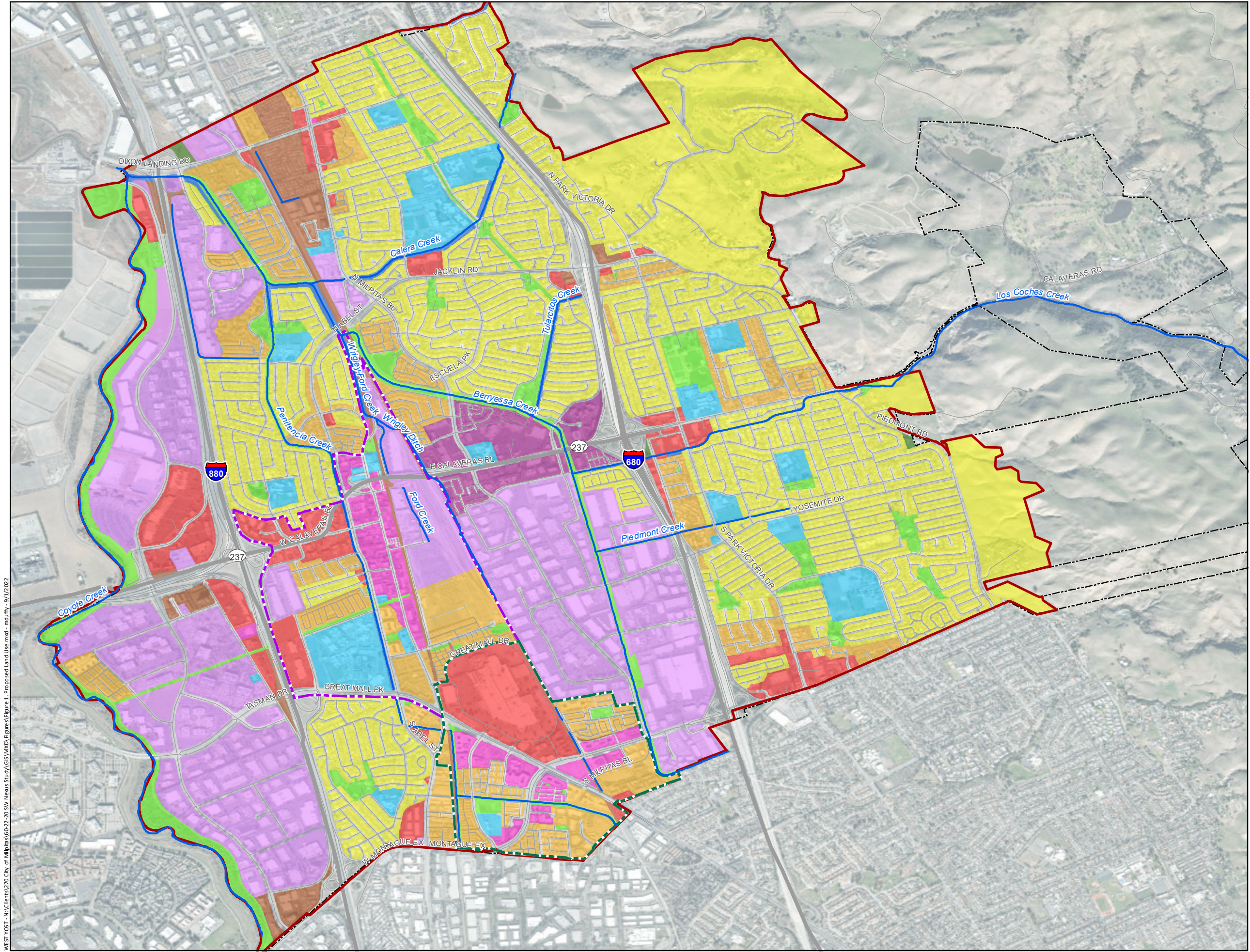
Land Use Evaluation

During a workshop in May 2022, West Yost and City staff reviewed available land use data from the 2020 Water Master Plan, the 2021 General Plan, the 2021 SDMP, and the zoning provided in GIS format from the City in April 2022. It was confirmed during the workshop that the zoning provided by the City, as shown on Figure 1, should be used as the proposed conditions land uses. West Yost used the proposed conditions land uses and made modifications based on available aerial imagery and data in the City's GIS files for vacant parcels to reflect existing conditions. The City reviewed and approved the existing conditions land uses to be used in this study, as shown on Figure 2. The changes in land use acreage between existing and proposed conditions is summarized in Table 1.

Table 1. Land Use Summary

Land Use Type	Impervious Percentage	Area, Acres		
		Existing Conditions	Proposed Conditions	Difference ^(a)
Milpitas Metro Specific Plan (MMSP) Area				
Agriculture	20%	0.0	0.0	0.0
Commercial	90%	130.7	130.7	0.0
Highway Services	95%	0.0	0.0	0.0
Transportation	95%	13.1	13.1	0.0
Industrial	90%	0.1	0.1	0.0
Institutional	90%	6.1	6.1	0.0
Mixed Use	50%	63.2	63.2	0.0
Multi Family Residential	70%	140.6	144.3	3.6
Park Open Space	20%	25.4	21.7	-3.6
Single Family Residential	40%	0.0	0.0	0.0
Town Center	90%	0.0	0.0	0.0
Waterways	0%	0.0	0.0	0.0
Subtotal		379.2	379.2	0.0
Gateway - Main Street Specific Plan (GSP) Area				
Agriculture	20%	0.0	0.0	0.0
Commercial	90%	70.7	77.1	6.4
Highway Services	95%	0.0	0.0	0.0
Transportation	95%	18.4	18.4	0.0
Industrial	90%	154.6	108.3	-46.3
Institutional	90%	72.1	72.1	0.0
Mixed Use	50%	60.4	65.1	4.7
Multi Family Residential	70%	93.3	139.6	46.3
Park Open Space	20%	22.7	11.5	-11.1
Single Family Residential	40%	0.8	0.8	0.0
Town Center	90%	0.0	0.0	0.0
Waterways	0%	10.8	10.8	0.0
Subtotal		503.7	503.7	0.0
Remaining City Urban Service Area				
Agriculture	20%	6.7	6.7	0.0
Commercial	90%	219.2	222.6	3.4
Highway Services	95%	113.1	113.1	0.0
Transportation	95%	36.5	36.5	0.0
Industrial	90%	1287.2	1335.3	48.0
Institutional	90%	224.1	224.1	0.0
Mixed Use	50%	3.0	3.4	0.4
Multi Family Residential	70%	384.2	384.8	0.7
Park Open Space	20%	724.7	393.0	-331.7
Single Family Residential	40%	1972.1	2251.4	279.2
Town Center	90%	132.1	132.1	0.0
Waterways	0%	45.2	45.2	0.0
Subtotal		5148.1	5148.1	0.0

(a) A negative value indicates a reduction from the existing condition to the proposed condition.



- City of Milpitas Boundary
 - Milpitas Urban Service Area
 - Milpitas Metro Specific Plan (MMSP) Area
 - Gateway-Main Street Specific Plan (GSP) Area
- Proposed Conditions Land Use Type**
- Agriculture
 - Commercial
 - Highway Services; Transportation
 - Industrial
 - Institutional
 - Mixed Use
 - Multi Family Residential
 - Park Open Space
 - Single Family Residential
 - Town Center
 - Waterways

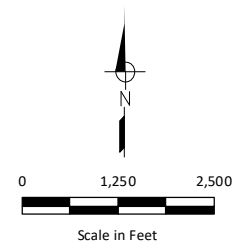
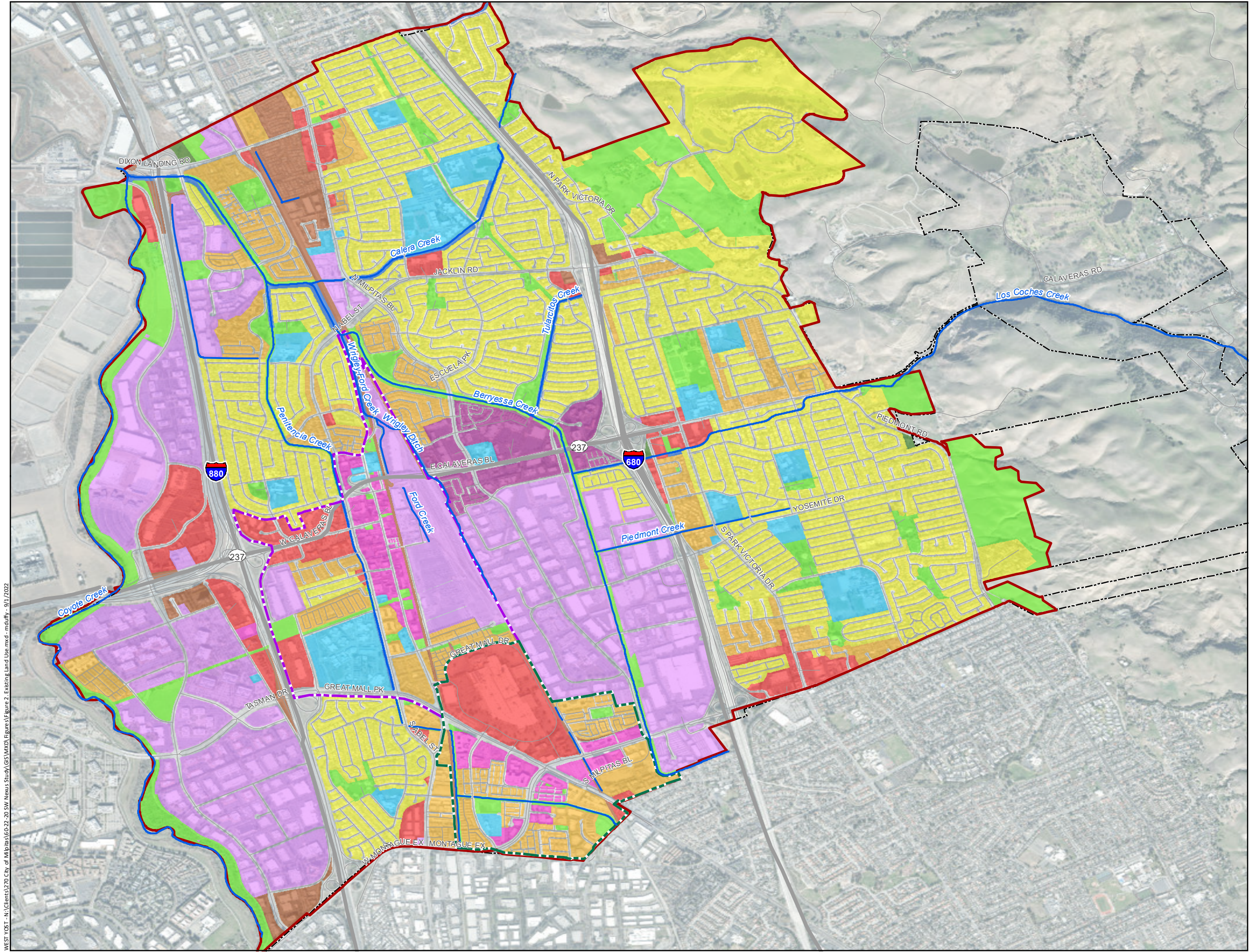


Figure 1

Proposed Conditions Land Uses

City of Milpitas
Preliminary Storm Drainage
Improvement Impact Fee Analysis

WEST YOST - N:\Clients\270 City of Milpitas\60-22-20 SW Nexus Study\GIS\WXD\Figures\Figure 1. Proposed Land Use.mxd - mduffy - 9/1/2022



- City of Milpitas Boundary
 - Milpitas Urban Service Area
 - Milpitas Metro Specific Plan (MMSP) Area
 - Gateway-Main Street Specific Plan (GSP) Area
- Existing Conditions Land Use Type**
- Agriculture
 - Commercial
 - Highway Services; Transportation
 - Industrial
 - Institutional
 - Mixed Use
 - Multi Family Residential
 - Park Open Space
 - Single Family Residential
 - Town Center
 - Waterways



Figure 2

Existing Conditions Land Uses

City of Milpitas
Preliminary Storm Drainage
Improvement Impact Fee Analysis

WEST YOST - N:\Clients\270 City of Milpitas\60-22-20 SW Nexus Study\GIS\WXD\Figures\Figure 2 Existing Land Use.mxd - mduffy - 9/1/2022

IMPACT FEE EVALUATION

The study area boundary is the City's urban service area. The City's urban growth boundary was established in 1998, limiting development in the eastern hill areas. The initiative was set to expire in 2018 but was extended through the passage of Measure I in November 2016. The urban service area is contiguous with the urban growth area, and restricts the extension of public services and infrastructure to new development in eastern areas of the City Limits and sphere of influence. West Yost split the urban services boundary into three smaller study areas for this analysis: the MMSP area, the GSP area, and the remainder of the City's urban service area, as shown on Figures 1 and 2.

Existing Impact Fee

The basis of the current storm drain connection fee is summarized in Chapter 7 of the City's 2003 Financial Utility Plan. The development impact fees proposed in the 2003 Financial Utility Plan are still being used today. The fee is based on a standard buy-in methodology and is calculated by dividing the value of existing infrastructure plus additional anticipated capital project and equipment costs, by the total potential city-wide stormwater runoff acreage.

Value of Existing Facilities and Master Plan Improvements

The cost of existing infrastructure used in the fee calculation was estimated to be \$91,157,871 (in 2002 dollars). The cost of the storm drain capacity improvements and near-term equipment was estimated to be \$24,913,000, based on the SDMP developed by Schaaf & Wheeler in July 2001. The combined cost of \$116,070,871 was used as the total cost to be divided across the City in the impact fee calculation.

Existing Runoff Acreage

The potential city-wide stormwater runoff acreage was calculated based on the area of land that may eventually be developed under each land use category by assigning a runoff factor to each land use category. Runoff factors used for each land use type in the existing fee calculation are summarized in Table 2.

Table 2. Existing Fee Runoff Factors	
Land Use Category	Runoff Factor
Single Family Residential	0.40
Multi-Family Residential	0.70
Commercial/Industrial	0.90
Agricultural	0.20
Open Space	0.00

Existing Impact Fee Calculation

By combining the value of the existing facilities and the master plan improvements and spreading the cost across the entire City based on the land use category and runoff factor, the fee calculation results in the current storm drainage impact fee of \$23,880 per acre of impervious surface, or \$55 per 100 square feet (sf).

Proposed Impact Fee Analysis

West Yost conducted this preliminary storm drainage improvement impact fee analysis to estimate an updated fee based on the Capital Improvement Projects identified in the 2021 Storm Drain Master Plan and to comply with the impact fee regulations in AB 1600. Because the necessary infrastructure improvements vary throughout the City, West Yost recommends implementing a different fee for each of the three study areas: the MMSP area, the GSP area, and the remainder of the City's urban service area.

Impact fees are based on the idea that development should pay for the cost associated with the facilities necessary to accommodate growth. Impact fees are not intended to be used for operational expenses, to pay for city-wide capital improvements, or to correct an existing deficiency or shortfall. For this reason, the proposed impact fee will not include the value of existing infrastructure or the CIP projects that are not directly related to proposed development.

Cost of Master Plan Improvements

The total cost of the CIPs that are directly related to proposed development or redevelopment was identified for each study area, based on the 2021 SDMP. A breakdown of the CIP costs is summarized in Table 3. There are no CIPs identified in the MMSP area. The total cost of the CIPs associated with new development or redevelopment in the GSP area is \$1,980,000. The total cost of the CIPs for new development in the City's remaining urban service area is \$960,000. Figure 3 shows the CIP project locations and the parcels identified for proposed new development or redevelopment.

Figure 3-3 of the 2021 SDMP (Attachment A) shows locations within the GSP area that are inundated during the 10-year design storm event after incorporating the identified CIP projects. The flooding within the GSP area is due to high creek levels downstream of the storm drain network and can only be resolved by major creek projects. However, most of the major creeks within the City are owned by Valley Water, including Lower Penitencia Creek, which drains a portion of the GSP area. The inundated areas are mostly in streets and empty lots, but there is also minor flooding on residential and commercial properties.

Due to the high creek levels downstream of the GSP area, proposed development will need to mitigate any increases in peak runoff to avoid worsening the flooding in existing inundated areas. Additional infrastructure needed to serve development proposed in the GSP area will be identified with the finalization and adoption of the GSP. In addition, hydraulic modeling of the 10-year and 100-year design storms will be needed to verify the location and sizing of the required infrastructure and show that flooding will not increase.

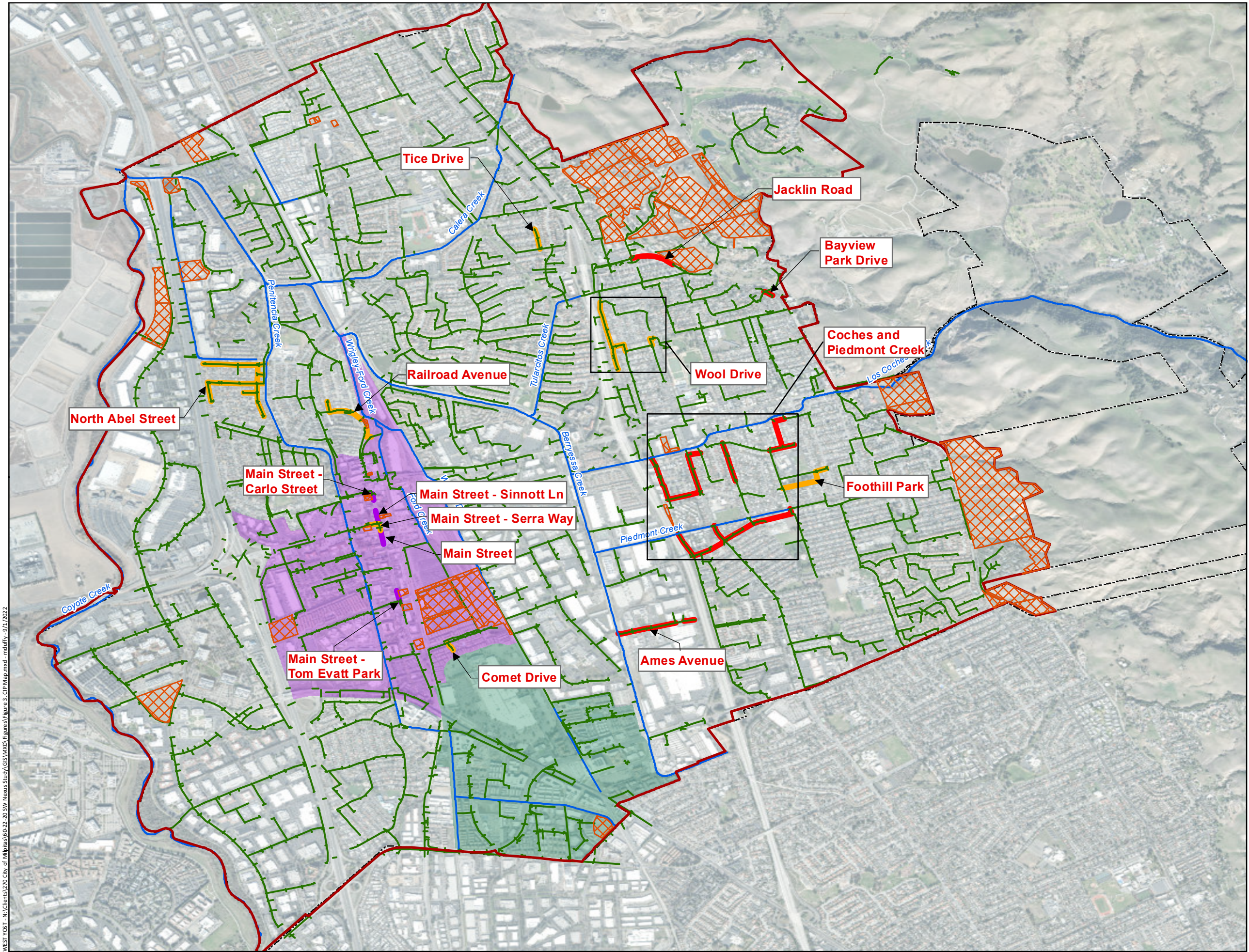
Proposed Runoff Factors

Runoff factors used in developing the proposed impact fee are summarized in Table 4. Updates were made from the runoff factors used in the existing impact fee calculations to include additional land use categories and to account for the fact that open space parcels will still have a small amount of runoff. The runoff factors were estimated based on the typical runoff coefficient "C Values" in the City's Design Guidelines.

Table 3. 2021 SDMP CIP Project Cost Summary

Improvement ID	Improvement Name	CIP Category	Percent of Project for Existing City	Percent of Project for New Development	Construction Cost ^(a)	Engineering / Inspection Cost ^(a)	CIP Total Cost ^(a)	Portion of CIP Cost Due to New Development	Notes
Milpitas Metro Specific Plan (MMSP) Area									
No CIP Projects Identified									
<i>Subtotal</i>					\$0	\$0	\$0	\$0	
Gateway - Main Street Specific Plan (GSP) Area									
LP_15	Main Street - Tom Evatt Park	Storm Drain Extension		100%	\$150,000	\$30,000	\$180,000	\$180,000	Storm drain extension to area of proposed development
LP_16	Main Street	Storm Drain Extension		100%	\$130,000	\$30,000	\$160,000	\$160,000	Storm drain extension to area of proposed development
LP_17	Main Street - Sinnott Ln	Storm Drain Extension		100%	\$50,000	\$10,000	\$60,000	\$60,000	Storm drain extension to area of proposed development
LP_18	Main Street - Carlo St	Storm Drain Extension		100%	\$90,000	\$20,000	\$110,000	\$110,000	Storm drain extension to area of proposed development
LP_12	Main St - Serra Way	Low Priority		100%	\$240,000	\$50,000	\$290,000	\$290,000	Storm drain extension to area of proposed development
WF_11	Comet Drive	Low Priority	100%		\$160,000	\$30,000	\$190,000	\$0	Only a portion of this improvement drains the proposed development area
WF_13	Railroad Avenue	Low Priority	50%	50%	\$1,970,000	\$390,000	\$2,360,000	\$1,180,000	
<i>Subtotal</i>					\$2,790,000	\$560,000	\$3,350,000	\$1,980,000	
Remaining City Urban Service Area									
BERRY_10	Ames Avenue	High Priority	100%		\$1,390,000	\$280,000	\$1,670,000	\$0	Because this is considered to be built-out in the SDMP analysis, unable to determine if it is existing deficiency or due to development - it was assumed to be deficient due to development
CAL_2	Jacklin Road	High Priority	0%	100%	\$800,000	\$160,000	\$960,000	\$960,000	
CAL_3	Bayview Park Drive	High Priority	100%		\$180,000	\$40,000	\$220,000	\$0	
COCHES_5	S Park Victoria Drive	High Priority	100%		\$9,640,000	\$1,930,000	\$11,570,000	\$0	
INLETS	Inlet Replacements	High Priority	100%		\$1,170,000	\$230,000	\$1,400,000	\$0	
JURGENS	Jurgens Pump Station	High Priority	100%		\$12,500,000	\$2,500,000	\$15,000,000	\$0	
MURPHY	Murphy Pump Station	High Priority	100%		\$250,000	-	\$250,000	\$0	
PENITENCIA	Penitencia Pump Station	High Priority	100%		\$8,000,000	\$2,000,000	\$10,000,000	\$0	
OAK	Oak Creek Pump Station	High Priority	100%		\$250,000	-	\$250,000	\$0	
ABBOTT	Abbott Pump Station	Low Priority	100%		\$1,200,000	\$200,000	\$1,400,000	\$0	
CAL_1	Tice Drive	Low Priority	100%		\$280,000	\$60,000	\$340,000	\$0	
CAL_4	Wool Drive	Low Priority	100%		\$1,930,000	\$390,000	\$2,320,000	\$0	
COCHES_8	Foothill Park	Low Priority	100%		\$860,000	\$170,000	\$1,030,000	\$0	
LP_14	North Abel Street	Low Priority	100%		\$4,250,000	\$850,000	\$5,100,000	\$0	
SPENCE	Spence Creek PS	Low Priority	100%		\$620,000	\$130,000	\$750,000	\$0	
WFC	Wrigley-Ford Creek Maintenance	Low Priority	100%		\$600,000	\$200,000	\$800,000	\$0	
<i>Subtotal</i>					\$43,920,000	\$9,140,000	\$53,060,000	\$960,000	
Total					\$46,710,000	\$9,700,000	\$56,410,000	\$2,940,000	

(a) Cost estimates are from the 2021 Milpitas Storm Drainage Master Plan and are in 2021 dollars (ENR Index = 13,500)



- City of Milpitas Boundary
 - Milpitas Urban Service Area
 - Open Channels
 - Storm Drains
 - Parcels with Land Use Change from Existing to Proposed
 - Milpitas Metro Specific Plan (MMSP) Area
 - Gateway-Main Street Specific Plan (GSP) Area
- CIP Project Category**
- High
 - Low
 - Specific Plan Extension
- CIP Name**



Figure 3

CIP Map

City of Milpitas
Preliminary Storm Drainage
Improvement Impact Fee Analysis

Table 4. Proposed Fee Runoff Factors	
Land Use Category	Runoff Factor
Single Family Residential	0.40
Multi-Family Residential	0.70
Commercial/Industrial	0.90
Mixed Use	0.50
Transportation/Highway Services	0.95
Town Center	0.90
Institutional	0.90
Agriculture	0.20
Park Open Space	0.20
Waterways	0.00

PROPOSED IMPACT FEE

The proposed impact fee for each study area is summarized in Table 5 and described below. The impact fee is estimated by dividing the total cost of master plan improvements for each study area by the total runoff acreage for that study area. The total runoff acreage is calculated by multiplying the total area for each land use category in the study area by the runoff factor assigned to that land use category. Runoff factors used for the proposed impact fee are shown in Table 4.

Table 5. Storm Drain Improvement Fee Calculation Summary				
	Existing City-Wide Storm Drain Connection Fee	Proposed Impact Fee		
		Milpitas Metro Specific Plan Area	Gateway-Main Street Specific Plan Area	Remaining Urban Service Area
Value of Existing Facilities ^(a) (2002 Value)	\$91,157,871	-	-	-
Cost of Master Plan Improvements (2021 Value)	\$24,913,000	\$0	\$1,980,000	\$960,000
Total Infrastructure Cost	\$116,070,871	\$0	\$1,980,000	\$960,000
Acreage ^(b)	8,660	0	57.5	10.0
Total Runoff Acres ^(c)	4,863	0	40.6	4.0
Connection Fee per Runoff Acre	\$23,868	\$0	\$48,768	\$240,000
Connection Fee per 100 sf of Runoff Surface	\$55	\$0	\$112	\$551
(a) The value of existing facilities was not included in the calculation for the proposed impact fee in accordance with AB 1600. (b) Acreage for the existing storm drain connection fee includes the entire city. Acreage for the proposed impact fee in the Gateway Specific Plan area includes parcels proposed to be developed or re-developed. Acreage for the proposed impact fee in the remaining urban service area includes only the area of proposed development that is tributary to a CIP project. (c) Runoff acreage is calculated by multiplying the total acres for each land use category in the study area by the runoff factor assigned to that land use category. Runoff factors are shown in Table 2 for the existing fee and Table 4 for the proposed fee.				

Milpitas Metro Specific Plan Area

Because there are no CIP projects identified in the MMSP area, there will not be a proposed impact fee for the study area. If an analysis of the 100-year storm event does identify necessary improvements in the MMSP area, the impact fee will need to be updated.

Gateway – Main Street Specific Plan Area

Based on the City's direction during a meeting on July 1, 2022, all parcels being developed or redeveloped within the GSP area will be assessed with an impact fee, including 46.3 acres that will be redeveloped. Although the imperviousness will decrease with the change from an industrial land use to a multi-family residential land use, the City's storm drain infrastructure will need to be extended to serve this area of redevelopment. The reduction in imperviousness will reduce the total volume of runoff, but the change from sheet flow to piped flow will affect the shape and peak of the runoff hydrograph. In addition, due to the high creek levels downstream of the specific plan area, any changes to land use or infrastructure within the GSP area can impact flooding. The GSP area also includes 11.1 acres of new development, which will convert the existing open space areas to 6.4 acres of commercial development and 4.7 acres of mixed use development. This will increase the imperviousness, resulting in increased runoff.

The GSP area includes 57.5 acres of proposed development or redevelopment. Multiplying the area for each land use category by the associated runoff factor results in 40.6 runoff acres. The cost of the CIP projects that will serve new development and redevelopment in the GSP area is \$1,980,000, resulting in an estimated proposed development impact fee of \$48,768 per runoff acre, or \$112 per 100 sf of runoff surface. Once the GSP is finalized and adopted and the value of additional infrastructure needed for proposed development is determined, the impact fee will need to be recalculated. If an analysis of the 100-year storm event identifies additional improvements needed in the GSP area, the cost of the improvements will also be used to update the impact fee.

Remaining Urban Service Area

The impact fee in the remaining urban service area will apply only to the parcels tributary to CIP projects identified in the 2021 SDMP. In the remaining urban service area, a 10.0-acre site tributary to the Jacklin Road CIP project is proposed to develop from open space to single family residential, increasing the impervious percentage and resulting in 4.0 runoff acres. Distributing the \$960,000 in CIP costs across 4.0 runoff acres results in a proposed impact fee of \$240,000 per runoff acre, or \$551 per 100 sf of runoff surface. If an analysis of the 100-year storm event identifies necessary improvements in the remaining urban service area, the impact fee will need to be updated.

NEXUS SUMMARY

It is recommended that the impact fee be re-evaluated with the adoption of any specific plans or the identification of any new CIP projects that will benefit new development. A summary of how a proposed impact fee can meet the guidelines established in AB 1600 is below.

- **Identify the purpose of the fee.** The purpose of the fee is to provide a source of funding that can be used to construct new storm drainage facilities or improve existing facilities that have been identified as necessary to serve new development and redevelopment in the City. New development in the City will increase impervious surfaces, increasing storm drain runoff and triggering the need for improvements to the existing storm drain system.

- **Identify how the fee will be used.** Fees collected through new development and redevelopment will be used to fund storm drainage infrastructure necessary to serve the development and mitigate impacts downstream or upstream of the new development. This includes extending storm drain pipes to underserved areas of proposed development and CIP projects downstream of proposed development. The CIP projects identified by the 2021 SDMP are shown on Figure 3, along with areas identified for new development and redevelopment. The CIP projects that will drain the development areas and the associated costs are summarized in Table 3. The storm drain impact fee will need to be updated with the adoption of the GSP and identification of additional storm drain infrastructure needed for development.
- **Show a reasonable relationship (nexus) between the fee's use and the type of development project on which the fee is imposed.** As outlined in Table 1 and shown on Figures 1 and 2, new development and redevelopment are proposed throughout the City. All new development is proposed at locations currently identified as open space, meaning that development will increase the impervious coverage. Increasing the impervious coverage will generate additional runoff, creating demand for additional storm drainage infrastructure or improvements. Redevelopment in the GSP area will change the land use type from industrial to multi-family residential. While the land use change does reduce the impervious coverage, reducing the total runoff volume redevelopment will require the addition of storm drain pipes in an area previously drained by sheet flow. This will impact the shape of the runoff hydrograph and affect the peak flow to the downstream facilities. The storm drain infrastructure needs in the GSP area will be identified with the finalization and adoption of the GSP, and the impact fee will be updated at that time.
- **Show a reasonable relationship between the public facility to be constructed and the type of development on which the fee is imposed.** New development will increase the impervious percentage of a project site and generate additional runoff. Figure 3 shows the parcels that are proposed to change land use, and the CIP projects that they are tributary to. The cost of the CIP projects allocated to new development is summarized in Table 3. Development in the GSP area will require the addition of storm drain infrastructure. Once the GSP is finalized and the required storm drain facilities are identified, the impact fee will be updated.
- **Account for and spend the fees collected only for the purposes and projects specifically used in calculating the fees.** Table 3 provides a summary of the CIP costs that are directly related to new development and used for calculating the proposed impact fee for each study area. Once the GSP is finalized and adopted, and the additional storm drain infrastructure is identified, the impact fee will be updated.

To complete an adequate storm drain impact fee assessment that complies with the requirements of AB 1600, specific plans and hydraulic studies should address both the 10-year and 100-year design storm events. CIP projects should identify improvements needed to the storm drain infrastructure, including pump stations and creeks, to ensure that 100-year flood protection is provided. The total cost of the 100-year CIPs will be used to revise the proposed impact fees. To address high water levels in the City's downstream creek system, the City and Valley Water should jointly identify how funds will be collected to construct necessary improvements. Development in specific plan areas may need to contribute to the funding of downstream creek improvements to accommodate growth.

Attachment A

Inundation Map

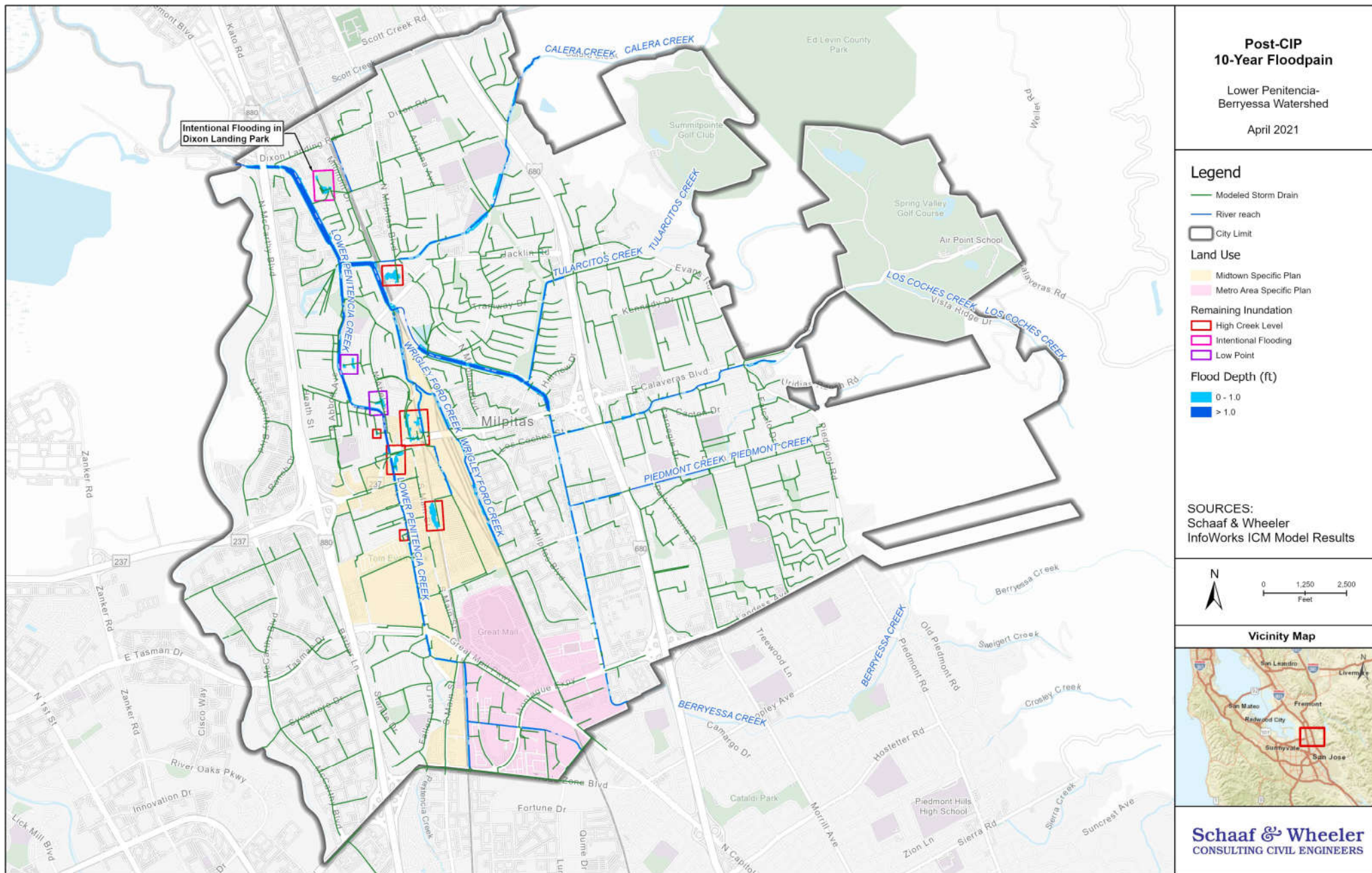


Figure 3-3



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution and Consider an Ordinance Amending the Proposed Storm Drainage Impact Fee (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	2/6/2024
Recommendation:	(1) Conduct a public hearing; (2) Adopt a resolution amending the City's Storm Drainage Impact Fee consistent with the Storm Drainage Impact Fee Nexus Study; (3) Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce an ordinance amending Section 16 of Chapter 16 ("Stormwater and Urban Runoff Pollution Control") of Title XI ("Zoning, Planning and Annexation") of the Milpitas Municipal Code to be consistent with the newly adopted Storm Drainage Impact Fee and the City's Development Impact Fee Program.

BACKGROUND:

The Mitigation Fee Act requires agencies to identify a reasonable relationship between an impact fee and the type of development project(s) on which the fee is imposed. Local agencies taking any action establishing, increasing or imposing a fee shall make findings regarding: (1) the purpose of the fee; (2) the mitigation projects for which the fee will be used; (3) a reasonable relationship (nexus) between the fee's use and type of development for which the fee will be imposed; and (4) nexus between the need for the public facility and type of development for which the fee will be imposed.

The existing Storm Drain Impact Fees (2003 SDIF) were adopted by City Council on October 7, 2003, via Ordinance 239.3. The 2003 Financial Utility Master Plan served as the nexus for the 2003 SDIF, which are still in use today. The 2003 SDIF is based on the standard buy-in methodology and was calculated by dividing the value of existing infrastructure plus additional anticipated capital project and equipment costs, by the total potential citywide stormwater runoff acreage.

Following completion of the 2021 Storm Drain Master Plan (2021 SDMP), the City entered into an agreement with West Yost to develop the Storm Drainage Impact Fee Nexus Study (Nexus Study). The Nexus Study provided the necessary technical analysis to support the updated Storm Drainage Impact Fee (SDIF). It is important to note that the fees calculated by the Nexus Study serve to justify the SDIF that can be charged by the City based on projected new development and the needs and corresponding costs of the capital facilities and improvements needed to accommodate them. The Nexus Study framework ensures both, that existing ratepayers are not paying the cost of infrastructure to support new development and to establish the basis for determining a reasonable relationship between the amount of the SDIF and the cost of refurbishing or constructing storm infrastructure attributable to particular development projects, taking into account anticipated growth and the costs of designing, constructing, installing, improving and acquiring public facilities. The 2021 SDMP was used to inform the Nexus Study of the existing system and identify the proposed CIP costs for estimating an updated SDIF.

In addition to a resolution approving the SDIF, staff recommends introducing an ordinance to change the municipal code so that it is consistent with this newly adopted SDIF. The 2003 SDIF was originally adopted by ordinance instead of resolution before the Development Impact Fee Program was passed by City Council. The current Section XI-16-16 of the Milpitas Municipal Code spells out the amounts that can be charged for this fee. Amending this provision of the code makes it so that the amount of the fee is set by resolution of the City Council so the City does not need to pass an ordinance every time a fee change is adopted. The ordinance will bring

section XI-16-16 of the Milpitas Municipal Code into conformity with the way all other City development impact fees are adopted.

ANALYSIS:

SDIF are a funding tool for the City to recover costs related to growth to be used specifically for storm drainage infrastructure. SDIF are a one-time charge applied to new developments or redevelopment of properties that impact existing infrastructure or create the need for new infrastructure. Connection fees shall not be used for operational expenses, to pay for city-wide capital improvements, or correct existing deficiencies.

The recommended SDIF is based on the Nexus Study completed by West Yost in 2023. The Fee was prepared in compliance with the Mitigation Fee Act and aligns with the Capital Improvement Projects identified in the 2021 SDMP. Nexus Study findings recommend implementing a different SDIF for three study areas since the required storm drainage infrastructure improvements vary throughout the City: the Milpitas Metro Specific Plan Area, Gateway-Main Street Specific Plan Area, and the remaining urban service area. The proposed SDIF for each study area is summarized in Table 1 and described below. The Storm Drainage Impact Fee Nexus Study found in Attachment B supports these finding.

- The SDIF was calculated by dividing the total cost of 2021 SDMP improvements for each study area by the total runoff acreage for that study area.
- Total runoff acreage was calculated by multiplying the total area for each land use category in the study area by the runoff factor assigned to that land use category.
- The total cost of the CIPs that are directly related to new development was identified for each study area based on the 2021 SDMP.

Table 1. Proposed Storm Drainage Impact Fee			
	Milpitas Metro Specific Plan Area	Gateway-Main Street Specific Plan Area	Remaining Urban Service Area
Impact Fee per Runoff Acre	\$ -	\$ 48,768.00	\$ 240,000.00
Impact Fee per 100 sf of Runoff Surface	\$ -	\$ 112.00	\$ 551.00

POLICY ALTERNATIVE(S):

Alternative: Do not adopt updated Storm Drainage Impact Fees in accordance with the Storm Drainage Impact Fee Nexus Study and, rather, maintain the current 2003 Storm Drain Impact fees.

Pros: There are no identified benefits to this alternative.

Cons: Maintaining the current Storm Drainage Impact Fees would result in the collection of fees that do not align with the guidelines outlined in the Mitigation Fee Act. Some developers may not pay their proportional share of necessary public improvements to mitigate impacts from their development on the system.

FISCAL IMPACT:

The Storm Drain Nexus Study identified \$2.94 million of storm drain improvements projects that are a result of impacts from new developments and therefore need to be mitigated through a Storm Drain Impact Fee. Upon completion of the projects, no additional Storm Drain Impact Fees will be collected.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The Nexus Study and SDIF being considered does not constitute a "Project" pursuant to CEQA Guidelines section 15378 (b), which excludes items involving the general creation of governmental funding mechanisms or fiscal activities. The proposed fee update and fee structure modification enables the collection and allocation of fees for the continued improvement and rehabilitation City storm drain facilities. The capital projects described in the Nexus Study will maintain the level of service currently provided by the City's existing storm drain infrastructure by ensuring that new development will not negatively impact existing service levels.

RECOMMENDATION:

- (1) Conduct a public hearing;
- (2) Adopt a resolution amending the City's Storm Drainage Impact Fee consistent with the Storm Drainage Impact Fee Nexus Study;
- (3) Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce an ordinance amending Section 16 of Chapter 16 ("Stormwater and Urban Runoff Pollution Control") of Title XI ("Zoning, Planning and Annexation") of the Milpitas Municipal Code to be consistent with the newly adopted Storm Drainage Impact Fee and the City's Development Impact Fee Program.

ATTACHMENT(S):

- (a) Resolution
- (b) Storm Drainage Impact Fee Nexus Study
- (c) Ordinance

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING THE
STORM DRAINAGE IMPACT FEE ANALYSIS**

WHEREAS, AB 1600 was adopted and codified in California Government Code Section 66000 et seq. Allowing the establishing, increasing, or imposing of a development fee as a condition of approval where the purpose and use of the fee were identified, and reasonable relationship to the development project was demonstrated; and

WHEREAS, the City Council approved the current storm drainage impact fee program on June 3, 2003, by their Resolution No. ---; and

WHEREAS, the City desires to change the Storm Drainage Impact Fees upon development projects to ensure that new development contributes its fair share to public facilities in the City consistent with the City's standards; and

WHEREAS, the City contracted with West Yost to perform a nexus study analysis demonstrating the reasonable relationship between the need for each fee and the type of development on which each fee will be imposed and has determined amounts for each fee based on the reasonable relationship between each fee and the type of development project on which the fee will be imposed; and

WHEREAS, West Yost prepared and submitted a Storm Drainage Impact Fee Analysis, dated June 2023, attached to the Agenda Report, and incorporated by reference (the "Nexus Study"); and

WHEREAS, the Nexus Study substantiates a methodology that will charge each new development project only for the costs necessary to mitigate the impacts expected to be caused by that development project; and

WHEREAS, there is a reasonable relationship between the Impact Fees and the development projects on which the Fees will be imposed because the Fees will only fund costs necessitated by each new development; and

WHEREAS, the Impact Fees will not exceed the estimated reasonable cost of providing the land and facilities for which the Fees are imposed; and

WHEREAS, the Impact Fees will not be levied, collected or imposed for general revenue purposes, but are levied specifically to fund facilities of the types set forth in the Nexus Study; and

WHEREAS, the Nexus Study establishes proposed amounts and provides an evaluation of the need for new Impact Fees and establishes the nexus between the imposition of the new Fees and the estimated reasonable costs of providing the services for which the Fees are charged; and

WHEREAS, the Nexus Study includes information that supports the City’s actions, as required by subdivision (a) of Section 66001 of the Government Code.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The Council finds and determines that the Nexus Study and SDIF being considered does not constitute a "Project" pursuant to CEQA Guidelines section 15378 (b), which excludes items involving the general creation of governmental funding mechanisms or fiscal activities, and therefore no environmental assessment is required.
3. The Council does hereby approve the following updated storm drainage impact fees to be made effective 60 days after adoption.

Proposed Storm Drainage Impact Fee			
	Milpitas Metro Specific Plan Area	Gateway-Main Street Specific Plan Area	Remaining Urban Service Area
Impact Fee per Runoff Acre	\$ -	\$ 48,768.00	\$ 240,000.00
Impact Fee per 100 sf of Runoff Surface	\$ -	\$ 112.00	\$ 551.00

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

TECHNICAL MEMORANDUM

DATE: June 30, 2023

Project No.: 270-60-22-20

SENT VIA: EMAIL

TO: Harris Siddiqui
City of Milpitas Department of Public Works

FROM: Melissa Duffy, PE, RCE #87217

REVIEWED BY: Doug Moore, PE, RCE #58122

SUBJECT: Preliminary Storm Drainage Improvement Impact Fee Analysis



West Yost is pleased to provide the City of Milpitas (City) with this Technical Memorandum (TM) to summarize this Preliminary Storm Drainage Improvement Impact Fee Analysis. Key topics include:

- Background
- Impact Fee Evaluation
- Proposed Impact Fee
- Nexus Summary

While this preliminary analysis provides an estimate and framework for a proposed impact fee based on data available at this time, additional data will be required to provide an adequate impact fee assessment. The Gateway – Main Street Specific Plan (GSP) is currently being developed, which may require additional storm drain infrastructure to be included in the calculation of a proposed impact fee. In addition, the proposed impact fee should be based on providing 100-year flood protection to the City. The Capital Improvement Projects (CIPs) identified in the 2021 Storm Drain Master Plan (SDMP) are based on the 10-year design storm.

BACKGROUND

Stormwater runoff in the City is collected in a system of gutters, underground pipes, and open channels flowing to Coyote Creek and ultimately discharging to the San Francisco Bay. The City is experiencing rapid growth, placing strain on the critical aging stormwater infrastructure. Storm Drainage Improvement Impact Fees are a funding tool for the City to recover infrastructure costs related to growth. Impact fees are a one-time charge for new development or redevelopment of property that will impact existing infrastructure or create the need for new infrastructure.

Assembly Bill (AB) 1600 became effective on January 1, 1989, regulating the way that impact fees are imposed on development projects. Based on AB 1600, the agency imposing the impact fees are responsible for the following:

1. Identifying the purpose of the fee
2. Identifying how the fee will be used

3. Showing a reasonable relationship (nexus) between the fee's use and the type of development project on which the fee is imposed
4. Showing a reasonable relationship between the public facility to be constructed and the type of development on which the fee is imposed
5. Accounting for and spending the fees collected only for the purposes and projects specifically used in calculating the fees

In 2021, Schaaf & Wheeler prepared the Milpitas SDMP. The SDMP evaluated the existing storm drain system performance for the 10-year design storm, and CIPs were proposed to alleviate identified flooding problems. The SDMP was used in this preliminary analysis to understand the performance of the existing system and identify the proposed CIP costs for estimating an updated impact fee.

The Santa Clara Valley Water District (Valley Water) is the City's primary partner in managing local stormwater issues. While the City owns, operates, and maintains the underground pipes and culverts, most major waterways and downstream creeks are owned, operated, and maintained by Valley Water. The City also owns, operates, and maintains 13 stormwater pumping stations.

Specific Plan Areas

The City currently includes two Specific Plan areas: the Milpitas Metro Specific Plan (MMSP) area and the GSP area, each further discussed below.

The public draft MMSP was released in April 2022. The MMSP is a plan for redevelopment of approximately 437 acres in the southern portion of the city, centered around the new Milpitas BART station and the VTA Light Rail system. The MMSP area is almost entirely built out and has adequate storm drain capacity during the 10-year storm event based on the 2021 SDMP, with no identified stormwater CIP projects. However, as stated in the public draft MMSP, the area is subject to flooding during the 100-year storm event due to low ground elevations and flows from upstream areas that cannot be mitigated without major channel improvements. The open channels are owned, operated, and maintained by the Valley Water.

The GSP is currently being developed, with adoption anticipated for late 2023. The GSP area encompasses approximately 600 acres and is focused on infill development and redevelopment in the City's downtown area to revitalize historic Main Street and the Calaveras gateway to become the cultural hub of the city. The GSP area was identified in the 2021 SDMP to be prone to flooding due to high creek levels in the downstream system. These downstream open channels are owned, operated, and maintained by Valley Water. The GSP area includes three low-priority CIP projects and four CIP projects identified to extend the storm drain system to proposed development areas. These extension projects will need to be completed before the construction of the development they will serve.

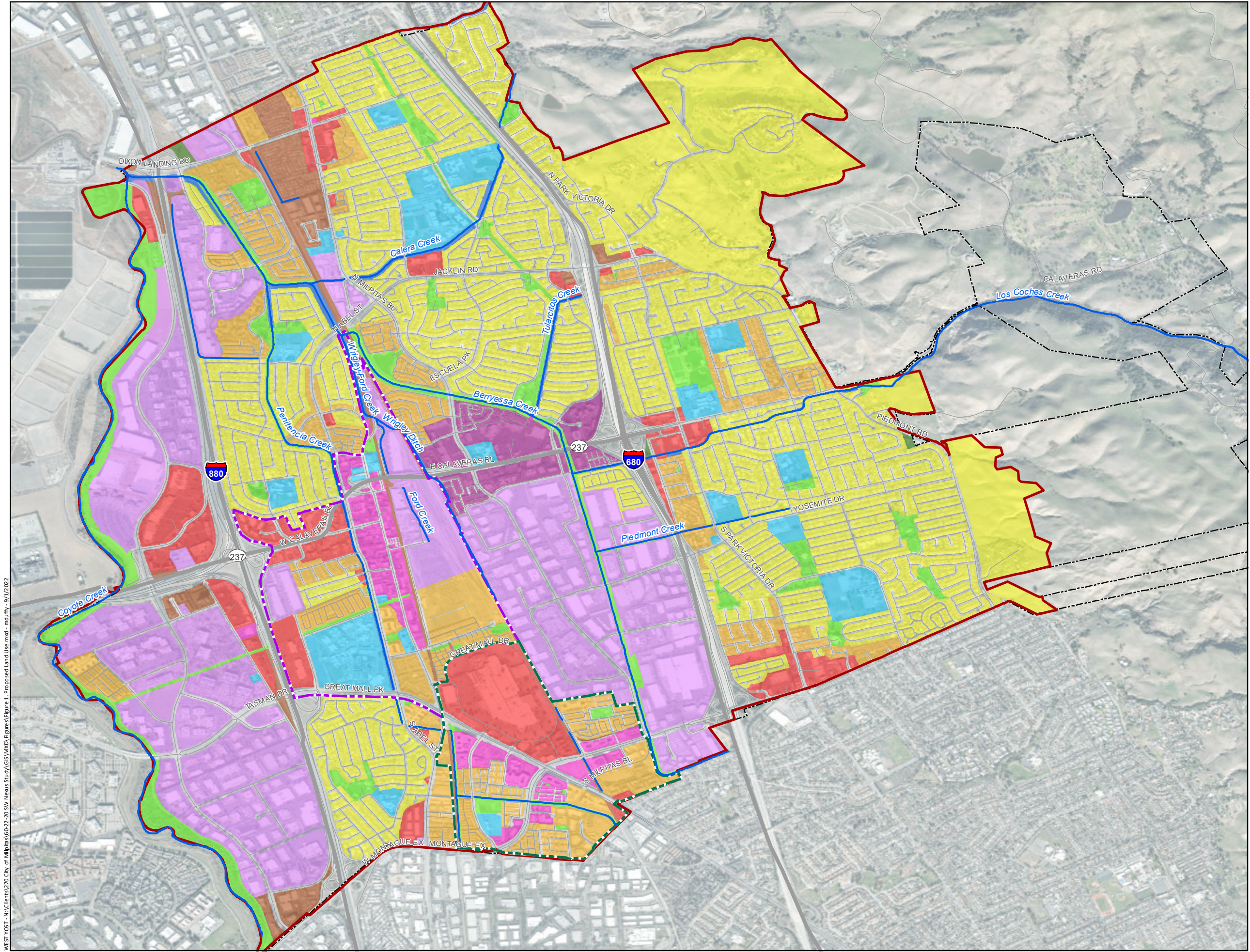
Land Use Evaluation

During a workshop in May 2022, West Yost and City staff reviewed available land use data from the 2020 Water Master Plan, the 2021 General Plan, the 2021 SDMP, and the zoning provided in GIS format from the City in April 2022. It was confirmed during the workshop that the zoning provided by the City, as shown on Figure 1, should be used as the proposed conditions land uses. West Yost used the proposed conditions land uses and made modifications based on available aerial imagery and data in the City's GIS files for vacant parcels to reflect existing conditions. The City reviewed and approved the existing conditions land uses to be used in this study, as shown on Figure 2. The changes in land use acreage between existing and proposed conditions is summarized in Table 1.

Table 1. Land Use Summary

Land Use Type	Impervious Percentage	Area, Acres		
		Existing Conditions	Proposed Conditions	Difference ^(a)
Milpitas Metro Specific Plan (MMSP) Area				
Agriculture	20%	0.0	0.0	0.0
Commercial	90%	130.7	130.7	0.0
Highway Services	95%	0.0	0.0	0.0
Transportation	95%	13.1	13.1	0.0
Industrial	90%	0.1	0.1	0.0
Institutional	90%	6.1	6.1	0.0
Mixed Use	50%	63.2	63.2	0.0
Multi Family Residential	70%	140.6	144.3	3.6
Park Open Space	20%	25.4	21.7	-3.6
Single Family Residential	40%	0.0	0.0	0.0
Town Center	90%	0.0	0.0	0.0
Waterways	0%	0.0	0.0	0.0
Subtotal		379.2	379.2	0.0
Gateway - Main Street Specific Plan (GSP) Area				
Agriculture	20%	0.0	0.0	0.0
Commercial	90%	70.7	77.1	6.4
Highway Services	95%	0.0	0.0	0.0
Transportation	95%	18.4	18.4	0.0
Industrial	90%	154.6	108.3	-46.3
Institutional	90%	72.1	72.1	0.0
Mixed Use	50%	60.4	65.1	4.7
Multi Family Residential	70%	93.3	139.6	46.3
Park Open Space	20%	22.7	11.5	-11.1
Single Family Residential	40%	0.8	0.8	0.0
Town Center	90%	0.0	0.0	0.0
Waterways	0%	10.8	10.8	0.0
Subtotal		503.7	503.7	0.0
Remaining City Urban Service Area				
Agriculture	20%	6.7	6.7	0.0
Commercial	90%	219.2	222.6	3.4
Highway Services	95%	113.1	113.1	0.0
Transportation	95%	36.5	36.5	0.0
Industrial	90%	1287.2	1335.3	48.0
Institutional	90%	224.1	224.1	0.0
Mixed Use	50%	3.0	3.4	0.4
Multi Family Residential	70%	384.2	384.8	0.7
Park Open Space	20%	724.7	393.0	-331.7
Single Family Residential	40%	1972.1	2251.4	279.2
Town Center	90%	132.1	132.1	0.0
Waterways	0%	45.2	45.2	0.0
Subtotal		5148.1	5148.1	0.0

(a) A negative value indicates a reduction from the existing condition to the proposed condition.



- City of Milpitas Boundary
 - Milpitas Urban Service Area
 - Milpitas Metro Specific Plan (MMSP) Area
 - Gateway-Main Street Specific Plan (GSP) Area
- Proposed Conditions Land Use Type**
- Agriculture
 - Commercial
 - Highway Services; Transportation
 - Industrial
 - Institutional
 - Mixed Use
 - Multi Family Residential
 - Park Open Space
 - Single Family Residential
 - Town Center
 - Waterways

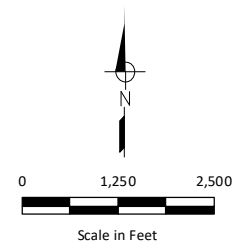
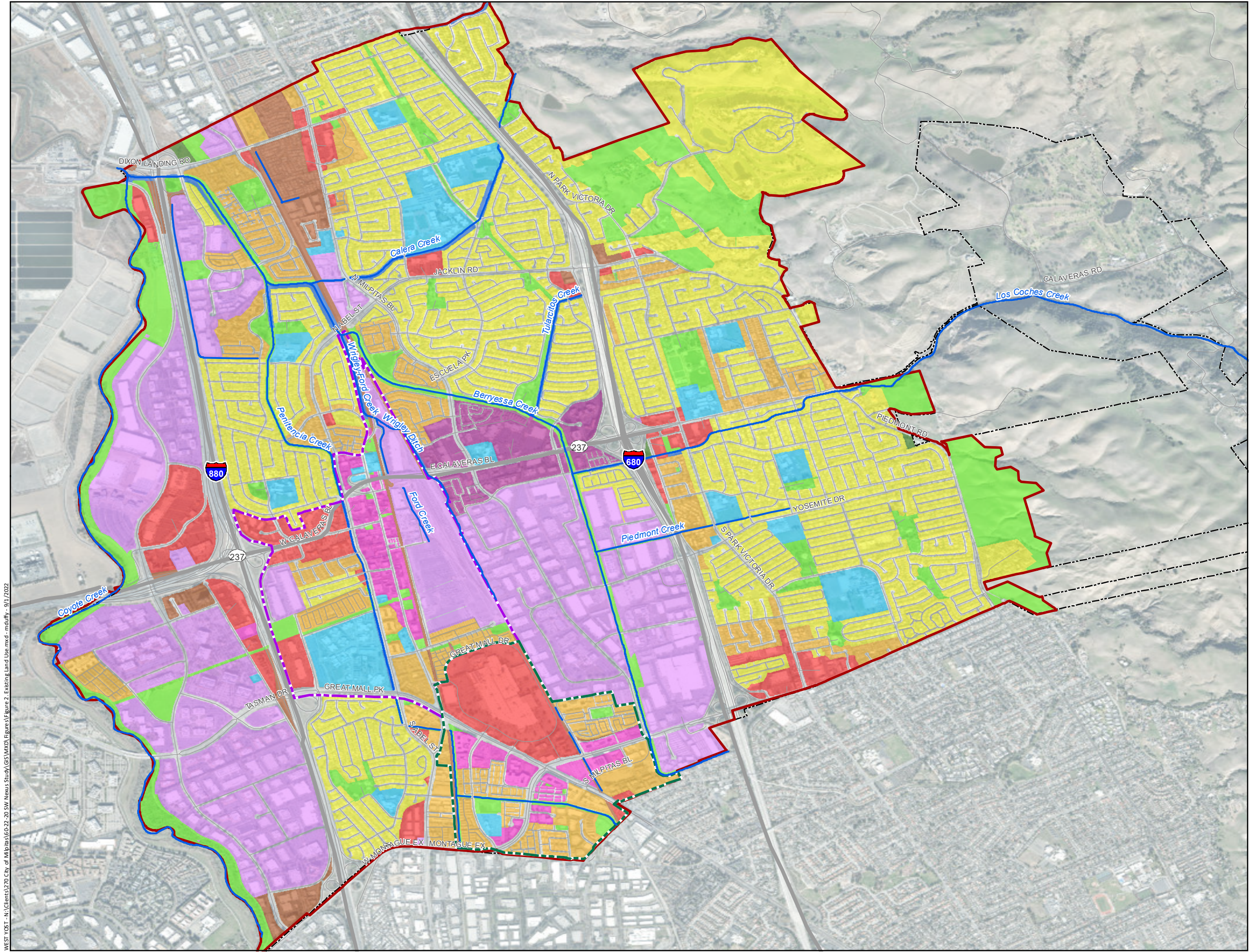


Figure 1

Proposed Conditions Land Uses

City of Milpitas
Preliminary Storm Drainage
Improvement Impact Fee Analysis

WEST YOST - N:\Clients\270 City of Milpitas\60-22-20 SW Nexus Study\GIS\WXD\Figures\Figure 1. Proposed Land Use.mxd - mduffy - 9/1/2022



- City of Milpitas Boundary
 - Milpitas Urban Service Area
 - Milpitas Metro Specific Plan (MMSP) Area
 - Gateway-Main Street Specific Plan (GSP) Area
- Existing Conditions Land Use Type**
- Agriculture
 - Commercial
 - Highway Services; Transportation
 - Industrial
 - Institutional
 - Mixed Use
 - Multi Family Residential
 - Park Open Space
 - Single Family Residential
 - Town Center
 - Waterways

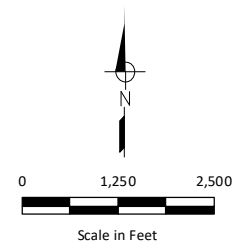


Figure 2

Existing Conditions Land Uses

City of Milpitas
Preliminary Storm Drainage
Improvement Impact Fee Analysis

WEST YOST - N:\Clients\270 City of Milpitas\60-22-20 SW Nexus Study\GIS\WXD\Figures\Figure 2 Existing Land Use.mxd - mduffy - 9/1/2022

IMPACT FEE EVALUATION

The study area boundary is the City's urban service area. The City's urban growth boundary was established in 1998, limiting development in the eastern hill areas. The initiative was set to expire in 2018 but was extended through the passage of Measure I in November 2016. The urban service area is contiguous with the urban growth area, and restricts the extension of public services and infrastructure to new development in eastern areas of the City Limits and sphere of influence. West Yost split the urban services boundary into three smaller study areas for this analysis: the MMSP area, the GSP area, and the remainder of the City's urban service area, as shown on Figures 1 and 2.

Existing Impact Fee

The basis of the current storm drain connection fee is summarized in Chapter 7 of the City's 2003 Financial Utility Plan. The development impact fees proposed in the 2003 Financial Utility Plan are still being used today. The fee is based on a standard buy-in methodology and is calculated by dividing the value of existing infrastructure plus additional anticipated capital project and equipment costs, by the total potential city-wide stormwater runoff acreage.

Value of Existing Facilities and Master Plan Improvements

The cost of existing infrastructure used in the fee calculation was estimated to be \$91,157,871 (in 2002 dollars). The cost of the storm drain capacity improvements and near-term equipment was estimated to be \$24,913,000, based on the SDMP developed by Schaaf & Wheeler in July 2001. The combined cost of \$116,070,871 was used as the total cost to be divided across the City in the impact fee calculation.

Existing Runoff Acreage

The potential city-wide stormwater runoff acreage was calculated based on the area of land that may eventually be developed under each land use category by assigning a runoff factor to each land use category. Runoff factors used for each land use type in the existing fee calculation are summarized in Table 2.

Table 2. Existing Fee Runoff Factors	
Land Use Category	Runoff Factor
Single Family Residential	0.40
Multi-Family Residential	0.70
Commercial/Industrial	0.90
Agricultural	0.20
Open Space	0.00

Existing Impact Fee Calculation

By combining the value of the existing facilities and the master plan improvements and spreading the cost across the entire City based on the land use category and runoff factor, the fee calculation results in the current storm drainage impact fee of \$23,880 per acre of impervious surface, or \$55 per 100 square feet (sf).

Proposed Impact Fee Analysis

West Yost conducted this preliminary storm drainage improvement impact fee analysis to estimate an updated fee based on the Capital Improvement Projects identified in the 2021 Storm Drain Master Plan and to comply with the impact fee regulations in AB 1600. Because the necessary infrastructure improvements vary throughout the City, West Yost recommends implementing a different fee for each of the three study areas: the MMSP area, the GSP area, and the remainder of the City's urban service area.

Impact fees are based on the idea that development should pay for the cost associated with the facilities necessary to accommodate growth. Impact fees are not intended to be used for operational expenses, to pay for city-wide capital improvements, or to correct an existing deficiency or shortfall. For this reason, the proposed impact fee will not include the value of existing infrastructure or the CIP projects that are not directly related to proposed development.

Cost of Master Plan Improvements

The total cost of the CIPs that are directly related to proposed development or redevelopment was identified for each study area, based on the 2021 SDMP. A breakdown of the CIP costs is summarized in Table 3. There are no CIPs identified in the MMSP area. The total cost of the CIPs associated with new development or redevelopment in the GSP area is \$1,980,000. The total cost of the CIPs for new development in the City's remaining urban service area is \$960,000. Figure 3 shows the CIP project locations and the parcels identified for proposed new development or redevelopment.

Figure 3-3 of the 2021 SDMP (Attachment A) shows locations within the GSP area that are inundated during the 10-year design storm event after incorporating the identified CIP projects. The flooding within the GSP area is due to high creek levels downstream of the storm drain network and can only be resolved by major creek projects. However, most of the major creeks within the City are owned by Valley Water, including Lower Penitencia Creek, which drains a portion of the GSP area. The inundated areas are mostly in streets and empty lots, but there is also minor flooding on residential and commercial properties.

Due to the high creek levels downstream of the GSP area, proposed development will need to mitigate any increases in peak runoff to avoid worsening the flooding in existing inundated areas. Additional infrastructure needed to serve development proposed in the GSP area will be identified with the finalization and adoption of the GSP. In addition, hydraulic modeling of the 10-year and 100-year design storms will be needed to verify the location and sizing of the required infrastructure and show that flooding will not increase.

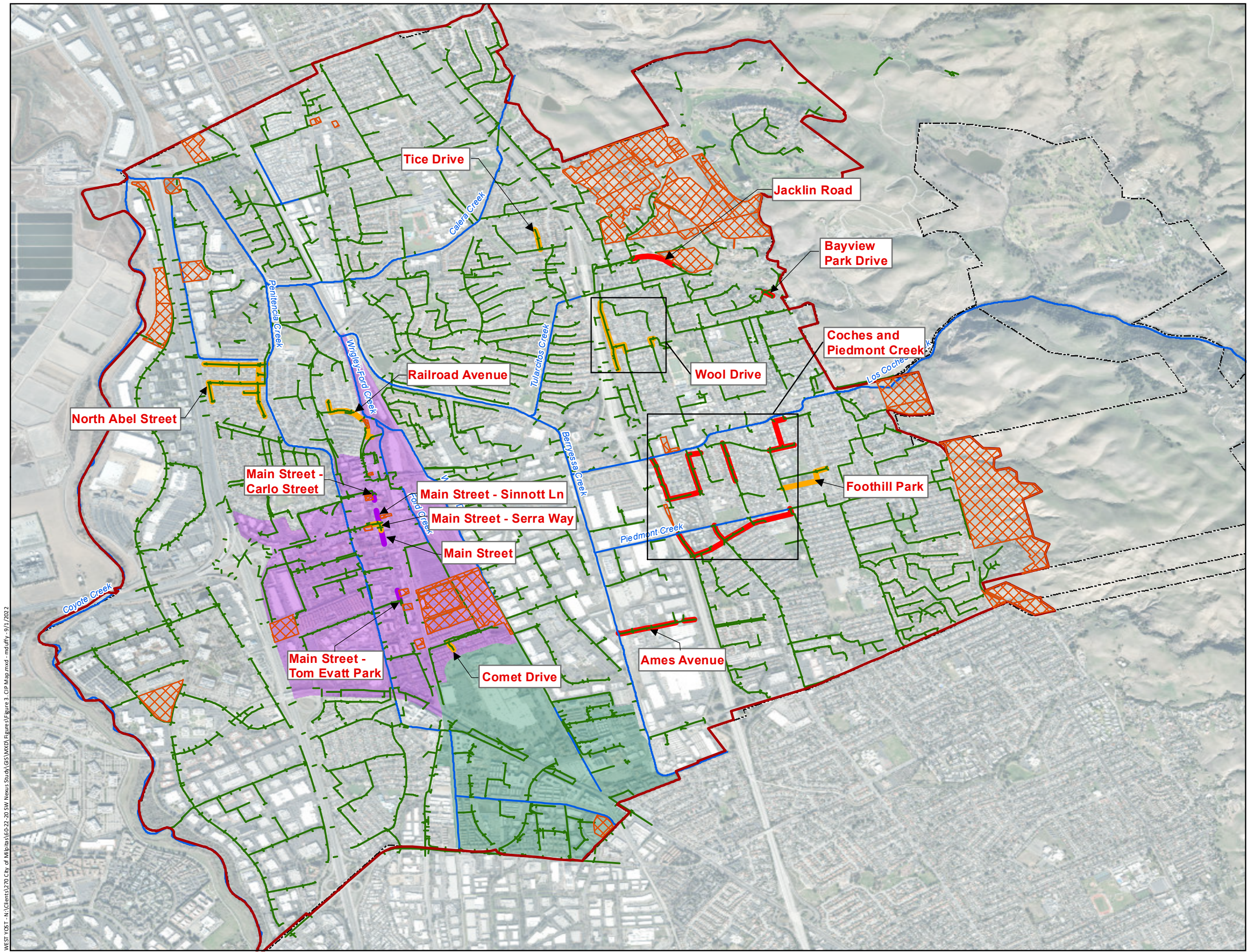
Proposed Runoff Factors

Runoff factors used in developing the proposed impact fee are summarized in Table 4. Updates were made from the runoff factors used in the existing impact fee calculations to include additional land use categories and to account for the fact that open space parcels will still have a small amount of runoff. The runoff factors were estimated based on the typical runoff coefficient "C Values" in the City's Design Guidelines.

Table 3. 2021 SDMP CIP Project Cost Summary

Improvement ID	Improvement Name	CIP Category	Percent of Project for Existing City	Percent of Project for New Development	Construction Cost ^(a)	Engineering / Inspection Cost ^(a)	CIP Total Cost ^(a)	Portion of CIP Cost Due to New Development	Notes
Milpitas Metro Specific Plan (MMSP) Area									
No CIP Projects Identified									
<i>Subtotal</i>					\$0	\$0	\$0	\$0	
Gateway - Main Street Specific Plan (GSP) Area									
LP_15	Main Street - Tom Evatt Park	Storm Drain Extension		100%	\$150,000	\$30,000	\$180,000	\$180,000	Storm drain extension to area of proposed development
LP_16	Main Street	Storm Drain Extension		100%	\$130,000	\$30,000	\$160,000	\$160,000	Storm drain extension to area of proposed development
LP_17	Main Street - Sinnott Ln	Storm Drain Extension		100%	\$50,000	\$10,000	\$60,000	\$60,000	Storm drain extension to area of proposed development
LP_18	Main Street - Carlo St	Storm Drain Extension		100%	\$90,000	\$20,000	\$110,000	\$110,000	Storm drain extension to area of proposed development
LP_12	Main St - Serra Way	Low Priority		100%	\$240,000	\$50,000	\$290,000	\$290,000	Storm drain extension to area of proposed development
WF_11	Comet Drive	Low Priority	100%		\$160,000	\$30,000	\$190,000	\$0	Only a portion of this improvement drains the proposed development area
WF_13	Railroad Avenue	Low Priority	50%	50%	\$1,970,000	\$390,000	\$2,360,000	\$1,180,000	
<i>Subtotal</i>					\$2,790,000	\$560,000	\$3,350,000	\$1,980,000	
Remaining City Urban Service Area									
BERRY_10	Ames Avenue	High Priority	100%		\$1,390,000	\$280,000	\$1,670,000	\$0	Because this is considered to be built-out in the SDMP analysis, unable to determine if it is existing deficiency or due to development - it was assumed to be deficient due to development
CAL_2	Jacklin Road	High Priority	0%	100%	\$800,000	\$160,000	\$960,000	\$960,000	
CAL_3	Bayview Park Drive	High Priority	100%		\$180,000	\$40,000	\$220,000	\$0	
COCHES_5	S Park Victoria Drive	High Priority	100%		\$9,640,000	\$1,930,000	\$11,570,000	\$0	
INLETS	Inlet Replacements	High Priority	100%		\$1,170,000	\$230,000	\$1,400,000	\$0	
JURGENS	Jurgens Pump Station	High Priority	100%		\$12,500,000	\$2,500,000	\$15,000,000	\$0	
MURPHY	Murphy Pump Station	High Priority	100%		\$250,000	-	\$250,000	\$0	
PENITENCIA	Penitencia Pump Station	High Priority	100%		\$8,000,000	\$2,000,000	\$10,000,000	\$0	
OAK	Oak Creek Pump Station	High Priority	100%		\$250,000	-	\$250,000	\$0	
ABBOTT	Abbott Pump Station	Low Priority	100%		\$1,200,000	\$200,000	\$1,400,000	\$0	
CAL_1	Tice Drive	Low Priority	100%		\$280,000	\$60,000	\$340,000	\$0	
CAL_4	Wool Drive	Low Priority	100%		\$1,930,000	\$390,000	\$2,320,000	\$0	
COCHES_8	Foothill Park	Low Priority	100%		\$860,000	\$170,000	\$1,030,000	\$0	
LP_14	North Abel Street	Low Priority	100%		\$4,250,000	\$850,000	\$5,100,000	\$0	
SPENCE	Spence Creek PS	Low Priority	100%		\$620,000	\$130,000	\$750,000	\$0	
WFC	Wrigley-Ford Creek Maintenance	Low Priority	100%		\$600,000	\$200,000	\$800,000	\$0	
<i>Subtotal</i>					\$43,920,000	\$9,140,000	\$53,060,000	\$960,000	
Total					\$46,710,000	\$9,700,000	\$56,410,000	\$2,940,000	

(a) Cost estimates are from the 2021 Milpitas Storm Drainage Master Plan and are in 2021 dollars (ENR Index = 13,500)



- City of Milpitas Boundary
- Milpitas Urban Service Area
- Open Channels
- Storm Drains
- Parcels with Land Use Change from Existing to Proposed
- Milpitas Metro Specific Plan (MMSP) Area
- Gateway-Main Street Specific Plan (GSP) Area
- CIP Project Category**
 - High
 - Low
 - Specific Plan Extension
- CIP Name**



Figure 3

CIP Map

City of Milpitas
Preliminary Storm Drainage
Improvement Impact Fee Analysis

WEST YOST - N:\Clients\270 City of Milpitas\60-22-20 SW Nexus Study\GIS\WXD\Figures\Figure 3_CIP Map.mxd - mduffy - 9/1/2022

Table 4. Proposed Fee Runoff Factors	
Land Use Category	Runoff Factor
Single Family Residential	0.40
Multi-Family Residential	0.70
Commercial/Industrial	0.90
Mixed Use	0.50
Transportation/Highway Services	0.95
Town Center	0.90
Institutional	0.90
Agriculture	0.20
Park Open Space	0.20
Waterways	0.00

PROPOSED IMPACT FEE

The proposed impact fee for each study area is summarized in Table 5 and described below. The impact fee is estimated by dividing the total cost of master plan improvements for each study area by the total runoff acreage for that study area. The total runoff acreage is calculated by multiplying the total area for each land use category in the study area by the runoff factor assigned to that land use category. Runoff factors used for the proposed impact fee are shown in Table 4.

Table 5. Storm Drain Improvement Fee Calculation Summary				
	Existing City-Wide Storm Drain Connection Fee	Proposed Impact Fee		
		Milpitas Metro Specific Plan Area	Gateway-Main Street Specific Plan Area	Remaining Urban Service Area
Value of Existing Facilities ^(a) (2002 Value)	\$91,157,871	-	-	-
Cost of Master Plan Improvements (2021 Value)	\$24,913,000	\$0	\$1,980,000	\$960,000
Total Infrastructure Cost	\$116,070,871	\$0	\$1,980,000	\$960,000
Acreage ^(b)	8,660	0	57.5	10.0
Total Runoff Acres ^(c)	4,863	0	40.6	4.0
Connection Fee per Runoff Acre	\$23,868	\$0	\$48,768	\$240,000
Connection Fee per 100 sf of Runoff Surface	\$55	\$0	\$112	\$551
(a) The value of existing facilities was not included in the calculation for the proposed impact fee in accordance with AB 1600. (b) Acreage for the existing storm drain connection fee includes the entire city. Acreage for the proposed impact fee in the Gateway Specific Plan area includes parcels proposed to be developed or re-developed. Acreage for the proposed impact fee in the remaining urban service area includes only the area of proposed development that is tributary to a CIP project. (c) Runoff acreage is calculated by multiplying the total acres for each land use category in the study area by the runoff factor assigned to that land use category. Runoff factors are shown in Table 2 for the existing fee and Table 4 for the proposed fee.				

Milpitas Metro Specific Plan Area

Because there are no CIP projects identified in the MMSP area, there will not be a proposed impact fee for the study area. If an analysis of the 100-year storm event does identify necessary improvements in the MMSP area, the impact fee will need to be updated.

Gateway – Main Street Specific Plan Area

Based on the City's direction during a meeting on July 1, 2022, all parcels being developed or redeveloped within the GSP area will be assessed with an impact fee, including 46.3 acres that will be redeveloped. Although the imperviousness will decrease with the change from an industrial land use to a multi-family residential land use, the City's storm drain infrastructure will need to be extended to serve this area of redevelopment. The reduction in imperviousness will reduce the total volume of runoff, but the change from sheet flow to piped flow will affect the shape and peak of the runoff hydrograph. In addition, due to the high creek levels downstream of the specific plan area, any changes to land use or infrastructure within the GSP area can impact flooding. The GSP area also includes 11.1 acres of new development, which will convert the existing open space areas to 6.4 acres of commercial development and 4.7 acres of mixed use development. This will increase the imperviousness, resulting in increased runoff.

The GSP area includes 57.5 acres of proposed development or redevelopment. Multiplying the area for each land use category by the associated runoff factor results in 40.6 runoff acres. The cost of the CIP projects that will serve new development and redevelopment in the GSP area is \$1,980,000, resulting in an estimated proposed development impact fee of \$48,768 per runoff acre, or \$112 per 100 sf of runoff surface. Once the GSP is finalized and adopted and the value of additional infrastructure needed for proposed development is determined, the impact fee will need to be recalculated. If an analysis of the 100-year storm event identifies additional improvements needed in the GSP area, the cost of the improvements will also be used to update the impact fee.

Remaining Urban Service Area

The impact fee in the remaining urban service area will apply only to the parcels tributary to CIP projects identified in the 2021 SDMP. In the remaining urban service area, a 10.0-acre site tributary to the Jacklin Road CIP project is proposed to develop from open space to single family residential, increasing the impervious percentage and resulting in 4.0 runoff acres. Distributing the \$960,000 in CIP costs across 4.0 runoff acres results in a proposed impact fee of \$240,000 per runoff acre, or \$551 per 100 sf of runoff surface. If an analysis of the 100-year storm event identifies necessary improvements in the remaining urban service area, the impact fee will need to be updated.

NEXUS SUMMARY

It is recommended that the impact fee be re-evaluated with the adoption of any specific plans or the identification of any new CIP projects that will benefit new development. A summary of how a proposed impact fee can meet the guidelines established in AB 1600 is below.

- **Identify the purpose of the fee.** The purpose of the fee is to provide a source of funding that can be used to construct new storm drainage facilities or improve existing facilities that have been identified as necessary to serve new development and redevelopment in the City. New development in the City will increase impervious surfaces, increasing storm drain runoff and triggering the need for improvements to the existing storm drain system.

- **Identify how the fee will be used.** Fees collected through new development and redevelopment will be used to fund storm drainage infrastructure necessary to serve the development and mitigate impacts downstream or upstream of the new development. This includes extending storm drain pipes to underserved areas of proposed development and CIP projects downstream of proposed development. The CIP projects identified by the 2021 SDMP are shown on Figure 3, along with areas identified for new development and redevelopment. The CIP projects that will drain the development areas and the associated costs are summarized in Table 3. The storm drain impact fee will need to be updated with the adoption of the GSP and identification of additional storm drain infrastructure needed for development.
- **Show a reasonable relationship (nexus) between the fee's use and the type of development project on which the fee is imposed.** As outlined in Table 1 and shown on Figures 1 and 2, new development and redevelopment are proposed throughout the City. All new development is proposed at locations currently identified as open space, meaning that development will increase the impervious coverage. Increasing the impervious coverage will generate additional runoff, creating demand for additional storm drainage infrastructure or improvements. Redevelopment in the GSP area will change the land use type from industrial to multi-family residential. While the land use change does reduce the impervious coverage, reducing the total runoff volume redevelopment will require the addition of storm drain pipes in an area previously drained by sheet flow. This will impact the shape of the runoff hydrograph and affect the peak flow to the downstream facilities. The storm drain infrastructure needs in the GSP area will be identified with the finalization and adoption of the GSP, and the impact fee will be updated at that time.
- **Show a reasonable relationship between the public facility to be constructed and the type of development on which the fee is imposed.** New development will increase the impervious percentage of a project site and generate additional runoff. Figure 3 shows the parcels that are proposed to change land use, and the CIP projects that they are tributary to. The cost of the CIP projects allocated to new development is summarized in Table 3. Development in the GSP area will require the addition of storm drain infrastructure. Once the GSP is finalized and the required storm drain facilities are identified, the impact fee will be updated.
- **Account for and spend the fees collected only for the purposes and projects specifically used in calculating the fees.** Table 3 provides a summary of the CIP costs that are directly related to new development and used for calculating the proposed impact fee for each study area. Once the GSP is finalized and adopted, and the additional storm drain infrastructure is identified, the impact fee will be updated.

To complete an adequate storm drain impact fee assessment that complies with the requirements of AB 1600, specific plans and hydraulic studies should address both the 10-year and 100-year design storm events. CIP projects should identify improvements needed to the storm drain infrastructure, including pump stations and creeks, to ensure that 100-year flood protection is provided. The total cost of the 100-year CIPs will be used to revise the proposed impact fees. To address high water levels in the City's downstream creek system, the City and Valley Water should jointly identify how funds will be collected to construct necessary improvements. Development in specific plan areas may need to contribute to the funding of downstream creek improvements to accommodate growth.

Attachment A

Inundation Map

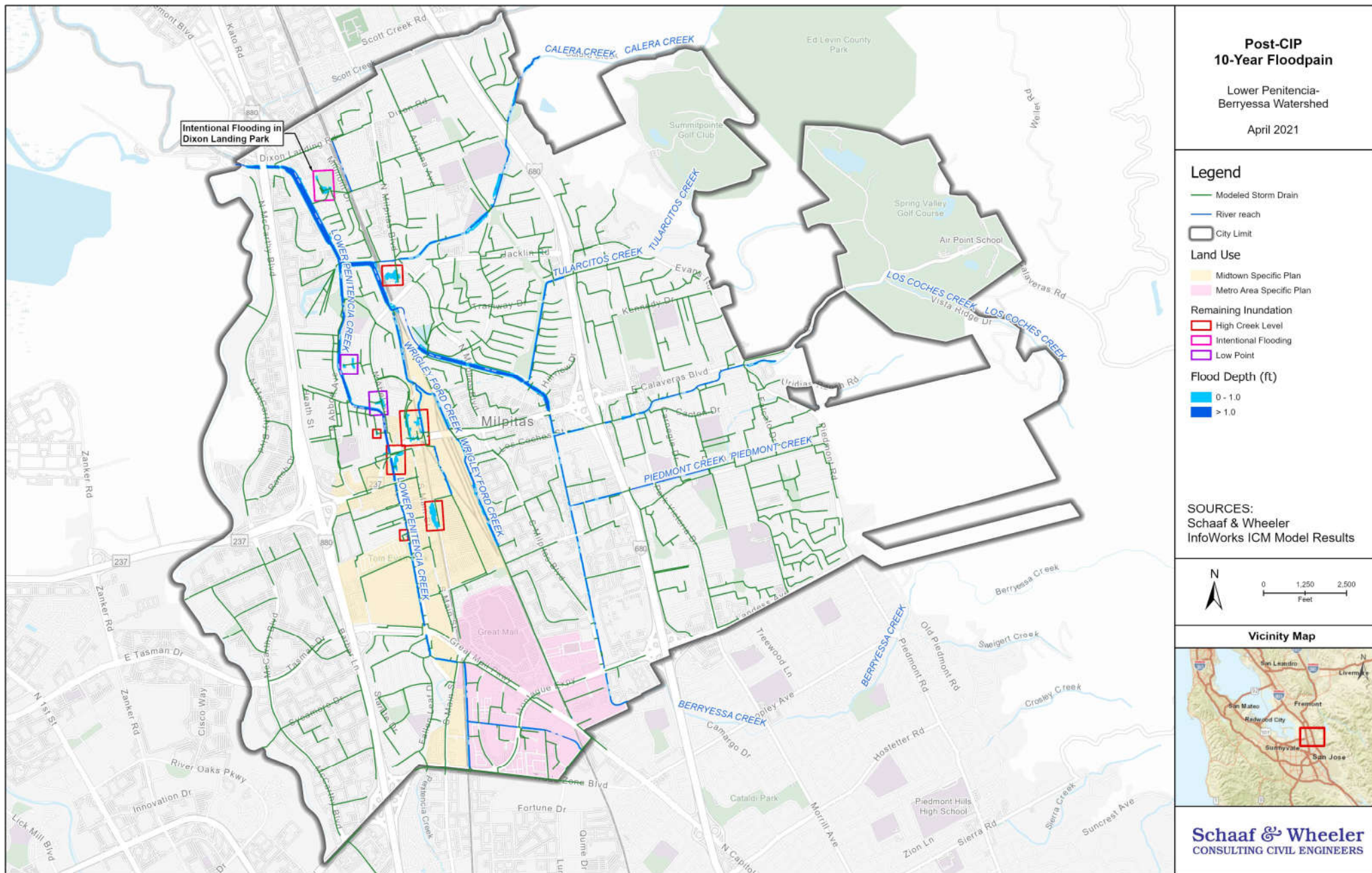


Figure 3-3

REGULAR

NUMBER: 239.8

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING THE MILPITAS MUNICIPAL CODE TITLE XI ("ZONING, PLANNING AND ANNEXATION"), CHAPTER 16 ("STORMWATER AND URBAN RUNOFF POLLUTION CONTROL"), SECTION 16 ("CONNECTION FEES") RELATING TO THE STORM DRAINAGE SERVICE IMPACT FEES CHARGED TO NEW DEVELOPMENTS OR REDEVELOPMENTS, AND MAKING FINDINGS OF EXEMPTION FROM ENVIRONMENTAL REVIEW PURSUANT TO CEQA GUIDELINES SECTIONS 15061(b)(3), 15183, 15305, 15308, AND 15378

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

RECITALS AND FINDINGS:

WHEREAS, the City of Milpitas (“City”) desires to change the Storm Drainage Impact Fees upon development projects to ensure that new development contributes its fair share to public facilities in the City consistent with the City’s standards; and

WHEREAS, the City contracted with West Yost to perform a nexus study analysis demonstrating the reasonable relationship between the need for each fee and the type of development on which each fee will be imposed and has determined amounts for each fee based on the reasonable relationship between each fee and the type of development project on which the fee will be imposed; and

WHEREAS, West Yost prepared and submitted a Storm Drainage Impact Fee Analysis, dated June 2023, which is incorporated by reference (“Nexus Study”); and

WHEREAS, the Nexus Study substantiates a methodology that will charge each new development project only for the costs necessary to mitigate the impacts expected to be caused by that development project; and

WHEREAS, there is a reasonable relationship between the Impact Fees and the development projects on which the Fees will be imposed because the Fees will only fund costs necessitated by each new development; and

WHEREAS, the Impact Fees will not exceed the estimated reasonable cost of providing the land and facilities for which the Fees are imposed; and

WHEREAS, the Impact Fees will not be levied, collected or imposed for general revenue purposes, but are levied specifically to fund facilities of the types set forth in the Nexus Study; and

WHEREAS, the Nexus Study establishes proposed amounts and provides an evaluation of the need for new Impact Fees and establishes the nexus between the imposition of the new Fees and the estimated reasonable costs of providing the services for which the Fees are charged; and

WHEREAS, the Nexus Study includes information that supports the City’s actions, as required by subdivision (a) of Section 66001 of the Government Code; and

WHEREAS, revisions and updates to the Fees charged by the City of Milpitas (“City”) for the proportionate impact of new development on the City’s storm drain infrastructure and system are reasonable, necessary, and needed; and

WHEREAS, on June 5, 2012, when the City adopted Ordinance No. 239.7 and last changed these Fees, the City had not adopted the current version of its Development Impact Fee Program (Title VIII, Chapter 4 of the Milpitas Municipal Code); and

WHEREAS, consistent with Government Code section 66016(b), Title VIII, Chapter 4, Section 2.01 of the Milpitas Municipal Code confirms that the City Council may establish and amend development impact fees by resolution; and

WHEREAS, the City Council intends to confirm for the avoidance of doubt that the fee established in Milpitas Municipal Code section XI-16-16 is part of the City’s Development Impact Fee Program and may similarly be amended and modified from time to time by resolution of the City Council; and

WHEREAS, the City Council finds, pursuant to Title 14 of the California Code of Regulations, Sections 15061(b)(3), 15183, 15305, 15308, and 15378, that this Ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) in that it is not a project which has the potential for causing a significant effect on the environment, merely amends part of a regulatory process for the protection of the environment, does not alter the use of land from uses already authorized, prohibited, or regulated by law, and does not affect development density established by existing zoning and the City’s General Plan, for which an Environmental Impact Report was already certified; and

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

SECTION 1. RECORD AND BASIS FOR ACTION

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

SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 16, SECTION 16

Title XI, Chapter 16, Section 16 of the Milpitas Municipal Code is hereby amended to read as follows:

XI-16-16 - Connection Fees

Prior to connection or discharge to any storm drain facility from a new development or a redevelopment project (directly or indirectly), connectors shall pay City a fee for connection/discharge to the City's storm drain system as set by resolution of the City Council pursuant to Title VIII, Chapter 4 of this Code. ~~as follows:~~

- ~~(a) \$1,100 per parcel for single-family medium density with parcel size equal or smaller than 8,710 square feet (1/5 acre).~~
- ~~(b) \$1,916 per parcel for single-family low density, with parcel size between 8,711 and 43,560 square feet (between 1/5 and 1 acre).~~
- ~~(c) \$3,594 per parcel for single-family with parcel size between 43,561 and 174,240 square feet (between 1 acre and 4 acres).~~
- ~~(d) \$4,792 per parcel for single-family with parcel size between 174,241 and 392,040 (between 4 and 9 acres).~~
- ~~(e) \$6,469 per parcel for single-family with parcel size greater than 392,040 square feet (9 acres).~~
- ~~(f) \$16,771 per acre for multi-family developments.~~
- ~~(g) \$21,562 per acre for all others (such as commercial, industrial, institutional, or mixed-use sites).~~
- ~~(h) \$7,187 per acre for schools (with athletic fields), otherwise consider as institutional.~~
- ~~(i) \$4,792 per acre for parks.~~

The purpose of the fee imposed by this section is to fund facilities (whether presently in existence or not) necessary to provide storm drain services, and revenues derived from the fee imposed by this section shall be used solely for that purpose.

SECTION 3. UNCODIFIED AMENDMENT OF STORM DRAINAGE IMPACT FEES

For the avoidance of doubt, the City Council hereby adopts by ordinance and incorporates by reference City Council Resolution No. __ and all findings, determinations, and resolutions therein, including the

amended storm drainage impact fee therein, as if fully set forth here. This updated storm drainage impact fee shall be effective 60 days after adoption of this ordinance. The City Council intends to confirm by ordinance and not duplicate the fee set by City Council Resolution No. __.

SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City Council finds and determines that the adoption of this amending ordinance is not a project and is not subject to CEQA review because it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change, particularly in that it does not alter the use of land or does a most does not do so inconsistently with uses already authorized, prohibited, or regulated by law. (Cal. Code Regs., tit. 14, § 15378.) Furthermore, even if considered a project, this amending ordinance is categorically exempt from CEQA review in that it comprises of at most minor alterations in land use limitations that do not result in any changes in land use or density (Cal. Code Regs., tit. 14, § 15305, 15378(a)(1)), merely amends part of a regulatory process for the protection of the environment (Cal. Code Regs., tit. 14, § 15308), and by common sense can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment particularly in consideration of the activities already permitted, prohibited, or regulated by law (Cal. Code Regs., tit. 14, § 15061(b)(3)). This amending ordinance is also exempt because it does not affect development density established by existing zoning and the City's General Plan, for which an Environmental Impact Report was already certified, and does not have any project-specific significant environmental effects peculiar to the project or any site. (Cal. Code Regs., tit. 14, § 15183.)

SECTION 5. 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 6. 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.