



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, FEBRUARY 20, 2024

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

6:00 PM (CLOSED SESSION)

7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-2400

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3072

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

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

Meeting shall be livestreamed - Go to:

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

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

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

PUBLIC COMMENT INSTRUCTIONS

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

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

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_qP628luSSryC7d2WouwUAq

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

MILPITAS CITY COUNCIL CODE OF CONDUCT

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

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk (6:00 PM)

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LEGAL COUNSEL – Existing Litigation

Pursuant to Government Code section 54956.9
Kevin Moscuza v. City of Milpitas, WCAB no. ADJ16972326
City as Defendant

(b) CONFERENCE WITH LEGAL COUNSEL - Existing Litigation

Government Code § 54956.9
County Sanitation District 2-3, et al. v. City of San Jose, et al., Santa Clara Superior Court Case
number 18CV325480
City as Plaintiff

CLOSED SESSION ANNOUNCEMENT:

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

PLEDGE OF ALLEGIANCE

INVOCATION (Councilmember Barbadillo)

PRESENTATIONS (7:05 PM)

- 2023 Synopsys STEM Championship Winners
- Rare Disease Day (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 and March 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

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

C2. Approve City Council City Council Meeting Minutes of January 30 and February 6, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Approve City Council Meeting minutes of January 30 and February 6, 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. Consider Recommendations from Mayor Montano for Appointments to City Commissions (Contact: Mayor Montano, 408-586-3024)**

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

- C5. Authorize and Approve Travel to Washington, D.C., for Councilmember Hon Lien from March 6 – 14, 2024; to Yosemite, CA, for Councilmember Anthony Phan from March 14 – 17, 2024; and to San Jose, CA, for Mayor Carmen Montano from March 15 – 16, 2024 (Staff Contact: Ned Thomas, City Manager, 408-586-3059)**

Recommendation: (1) Authorize and approve travel to Washington, D.C., for Councilmember Hon Lien to attend the National League of Cities Congressional City Conference from March 9 – 14, 2024, for a total not-to-exceed amount of \$3,500 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings; (2) Authorize and approve travel to Yosemite, California, for Councilmember Anthony Phan to attend the CivicWell Policymakers Conference from March 14 – 17, 2024, for a total not-to-exceed amount of \$2,000 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings; and (3) Authorize and approve travel to San Jose, California, for Mayor Carmen Montano to attend the Water Education for Latino Leaders (WELL) 12th Annual Conference from March 15 – 16, 2024, for a total not-to-exceed amount of \$400 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

- C6. Summary of 2023 Legislative Efforts (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Recommendation: Review and accept the 2023 Legislative Season Summary Report, including an update on potential 2024 State and Federal Earmark Requests.

- C7. Approve an Amendment to the Agreement with Cornerstone Structural Engineering Group for Additional Design and Construction Services for S. Milpitas Boulevard Bridge at Penitencia Creek (Staff Contact: Michael Silveira, Public Works - Engineering Division Manager, 408-586-3303)**

Recommendation: Approve and authorize the City Manager to execute Amendment No. 1 to the Design Services Agreement with Cornerstone Structural Engineering Group in an amount not-to-exceed \$500,000.00 for additional design and construction services for S. Milpitas Boulevard Bridge at Penitencia Creek - Project No. 2016.

- C8. FY 2023-24 2nd Quarter Financial Status Report for the Quarter Ended December 31, 2023 (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)**

Recommendation: Review the FY 2023-24 Quarterly Financial Status Report for the quarter ended December 31, 2023.

- C9. Review Fiscal Year 2023-24 Mid-Year Report, Approve FY2023-24 Mid-year Budget Amendments, Adopt a Resolution Amending Resolution No. 1626, the Classification Plan, to Reclassify Positions, Approve and Adopt the Pay Schedule titled "New Job"**

Classifications/Salary Table (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; and Lauren Lai, Finance Director, 408-586-3111)

Recommendation: Review Fiscal Year 2023-24 Mid-Year Report; Approve FY2023-24 Mid-Year Budget Amendments; and adopt a resolution amending Resolution No. 1626, the Classification Plan, to reclassify positions, approve and adopt the pay schedule titled "New Job Classifications/Salary Table", and amend budgeted allocated positions.

- C10. Adopt a Resolution approving a new Memorandum of Understanding between the City of Milpitas and Milpitas Professional and Technical Group (ProTech) covering the period of July 1, 2023 through June 30, 2025 (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086)**

Recommendation: Adopt a Resolution approving a new Memorandum of Understanding between the City of Milpitas and Milpitas Professional and Technical Group (ProTech) covering the period of July 1, 2023 through June 30, 2025.

- C11. Adopt a Resolution Superseding Resolution No. 9286 Correcting the Attached Conditions Of Approval for a previously approved Site Development Permit and PUD Amendment Permit to Develop a New One-and-a-Half Story Single-Family Residence and to Deviate from the Approved Designs, on a Vacant 1.1-acre Lot Located in the R1-H Single-family Residential Zoning District with a Hillside Combining District at 1321 Terra Vista Court (Staff Contact: Jay Lee, Planning Director, 408-586-3077)**

Recommendation: Consider the exemption in accordance with CEQA and adopt a resolution superseding resolution No.9286 correcting the conditions of approval for a previously approved Site Development Permit No. SD22-0013 and Planned Unit Development Amendment No. PA23-0001 to allow the development of a new single-family residence at 1321 Terra Vista Court, subject to the attached Conditions of Approval.

- C12. 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.

- C13. Waive the Second Reading and Adopt Ordinance No. 239.8 to Amend Chapter 16 of Title XI of the Milpitas Municipal Code Relating to Storm Drainage Service Impact Fees (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

Recommendation: (1) Waive the second reading of Ordinance No. 239.8; and (2) Adopt Ordinance No. 239.8 to amend 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.

- C14. Approve Milpitas Arts and Culture Grant Request for Sunnyhills Neighborhood Association Juneteenth Event (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409; and Tegan McLane, Assistant Recreation and Community Services Director, 408-586-3212)**

Recommendation: Approve Milpitas Arts and Culture In-kind Grant request from Sunnyhills Neighborhood Association for the use of Sunnyhills Albert Augustine Jr. Memorial Park for a Juneteenth Celebration on June 15, 2024.

LEADERSHIP AND SUPPORT SERVICES (7:30 PM)

- 15. Introduce Ordinance 298.1, An Ordinance of The City Council of the City of Milpitas Amending the Milpitas Municipal Code Title XI (“Zoning, Planning and Annexation”), Chapter 10 (“Zoning”), Section 13 (“Special Uses”), Subsection 13.15 (“Cannabis Uses”) to Prohibit and Regulate Cannabis Uses, Establishments, and Operations to the Fullest Extent Allowed by State Law (Staff Contact: Michael Mutalipassi, City Attorney, 408-586-3040)**

Recommendation: (1) Following the City Attorney’s reading aloud the title, move to waive the reading beyond the title and introduce Ordinance 298.1, which would amend Subsection XI-10-13.15 of the Milpitas Municipal Code consistently with Senate Bill 1186 by regulating the delivery of medicinal cannabis and cannabis products and otherwise preserve the City’s prohibition against commercial cannabis to the fullest extent allowed after this change in State law; and (2) Make findings of exemption from environmental review pursuant to CEQA Guidelines Sections 15061(b)(3), 15183, 15305, and 15378.

- 16. Review the List of Agenda Item Requests From Individual Councilmembers and Provide Direction to Staff Through the Council-Approved Prioritization Process (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Recommendation: (1) Review list of agenda item requests from individual Councilmembers and provide direction to staff, through the prioritization process, on which Group 1 items should be advanced; (2) Provide additional input to staff, if any, on Group 1 items that received Council direction to advance and all Group 2 items (3) Approve recommendations on certain Group 3 items as outlined in the Analysis section of this report.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (8:30 PM)

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

ADJOURNMENT (8:40 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 5:30 PM - Special City Council Meeting	23 9:00 AM -VTA Board of Directors Workshop (CM)	24
25 	26 12:00 PM -1000 Hillview Ct. Stakeholder Meeting #5 (CM/EC) 7:00 PM -Science, Technology & Innovation Commission (GB) 7:00 PM -Special Arts Commission (EC)	27 1:30 PM -Senior Advisory Commission (CM)	28 4:00 PM - City/MUSD Collaborative Subcommittee Meeting (CM/EC) 7:00 PM -Planning Commission	29 		

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

Milpitas City Council Calendar

March 2024

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

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



SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

MINUTES
TUESDAY, JANUARY 30, 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 30, 2024, in the Barbara Lee Senior Center, 40 N Milpitas Blvd, Room 140/141, 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 5:37 PM. Roll Call was taken by City Clerk Guzzetta.

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

ABSENT: None

PLEDGE OF ALLEGIANCE

Mayor Montano led the pledge of allegiance.

PUBLIC FORUM

There were the following public speakers:

1. Dina Nadler-Serber
2. Arjan Kovalic

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.

READING OF THE CITY COUNCIL CODE OF CONDUCT

Mayor Montano read the City Council Code of Conduct.

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

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

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

NOES: None

AGENDA ITEMS

1. **Receive a Staff Presentation on the Preliminary FY 2025-34 Ten-Year General Fund Financial Forecast and Current Prioritization of Council Referrals and Provide Feedback on Desired Service Levels to Inform the FY 2024-25 Budget Development (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012 and Lauren Lai, Finance Director, 408-586-3111)**

City Manager Thomas welcomed Council and Staff and introduced the item, highlighting current projects and key accomplishments over the past 7 months across all city departments.

Finance Director Lai discussed Council priority areas and results from the community survey showing top concerns such as homelessness, traffic, inflation/costs, illegal dumping, and jobs/economy. Mayor Montano emphasized the necessity of convening a goal-setting meeting, with Finance Director Lai highlighting the upcoming strategic planning session slated for March. Vice Mayor Chua questioned whether the survey results truly reflected citizen priorities or merely highlighted areas of concern.

Finance Director Lai then spoke on the 10-Year General Fund Financial Forecast showing a modest surplus next year, then growing deficits in later years, especially following the expiration of Measure F in 2029. Mayor Montano asked about options for offsetting deficits. Finance Director Lai spoke on the importance of extending Measure F and economic development. Vice Mayor Chua highlighted the importance of addressing the impending deficit before it becomes an issue. Councilmember Barbadillo asked about the data use in developing conclusions. Councilmember Phan asked to receive the crosstabs on the residential growth assumptions. Finance Director Lai offered to send the relevant information to the Mayor and Council. Vice Mayor Chua questioned how much of sales tax indirectly returns to the City of Milpitas. Mayor Montano asked for a breakdown of general fund contract service expenditures. She also asked to see an analysis of permitting activity levels from other cities. Vice Mayor Chua also asked to receive an analysis of factors affecting permitting activity levels. Building Official Tott offered insights into City development over the past five years and the effect on permitting.

Assistant City Manager Cano reviewed funding requirements for projects prioritized by council over the past year, including senior & youth programs, charter city evaluation, international festival, recreation facility assessments. Councilmember Lien asked after her request for ham radios to bolster public safety and emergency preparedness, a request that Assistant City Manager Cano committed to exploring further within the context of the Capital Improvement Plan (CIP) deliberations. Recreation and Community Services Director Lorentzen elaborated on the proposed adjustments to the special events calendar, emphasizing the need to align it with resource capacity following the conclusion of ARPA-funded cultural events in 2023. Assistant City Manager Cano affirmed that the proposed changes would be brought back to the Council for consideration at a later date, concluding the presentation with closing remarks.

Vice Mayor Chua requested additional information on projected full-time equivalents (FTEs), vacant positions, and potential fund allocations in the absence of vacancies. She also advocated for the creation of a "Going Electric" section on the city's website in anticipation of funding and grants from Congressman Khanna and Silicon Valley Clean Energy, as well as the establishment of an Annual Milpitas Community Heroes Award, allowing each Councilmember to nominate an individual, organization, or club, with the awards incorporated into the Commissioner Recognition event.

Councilmember Barbadillo expressed interest in examining projections based on a 6% assumption instead of the current 3% COLA, with Finance Director Lai explaining the city's reliance on an actuarial assumption and agreeing to provide comparative data.

Councilmember Lien sought clarification from Vice Mayor Chua regarding the recognition of community heroes, prompting City Attorney Mutalipassi to suggest the formulation of a Council Policy outlining criteria for selecting honorees.

Councilmember Phan proposed referring the idea of relocating, removing, or donating the Minute Man statue to the Arts Commission for further study, garnering support from Vice Mayor Chua.

The Assistant City Manager then called for consensus on the Council's prioritization items and requests

put forth by Councilmembers, resulting in agreements on:

1. Additional funding for a Senior Discount, with a consensus vote of 4-1, Councilmember Lien voting no, and Mayor Montano suggesting exploration of AARP resources.
2. Charter City funding for the initial phase of a Charter City evaluation, which saw opposition from Councilmember Barbadillo and Mayor Montano, and conditional support from Vice Mayor Chua for discussion purposes.
3. Creation of a "Going Electric" corner on the website, receiving unanimous support to proceed.
4. Adoption of a Community Heroes Policy, also receiving unanimous support.
5. Referral of the Minute Man statue study for relocation or removal to the Arts Commission, with unanimous agreement to proceed.
6. Organization of an International Festival on Main Street, which gained consensus with a 3-2 vote, with Councilmember Barbadillo and Mayor Montano dissenting. Vice Mayor Chua specified that it should be a one-day event and suggested that the Council finalize details when the full recreation event calendar is presented.

ANNOUNCEMENTS

Vice Mayor Chua spoke on BD Biosciences coming to Milpitas and thanked staff for their hard work.

City Manager Thomas thanked everyone for their attendance at the 70th Anniversary event.

ADJOURNMENT

Mayor Montano adjourned the meeting at 8:03 pm

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

TUESDAY, FEBRUARY 6, 2024

The City Council of the City of Milpitas convened on the regular City Council meeting day in a Regular Meeting of the Milpitas City Council on February 6, 2024, in the City Council Chamber, 455 E. Calaveras Blvd, Milpitas, CA, and via teleconference/Zoom webinar.

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

Mayor Montano called the Regular City Council meeting to order at 7:00 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo (7:01 PM), Councilmember Lien
ABSENT: Councilmember Phan.

PLEDGE OF ALLEGIANCE

Mayor Montano led the pledge of allegiance.

INVOCATION

Councilmember Barbadillo presented the invocation.

PRESENTATIONS

Mayor Montano presented proclamations in recognition of Lunar New Year and Black History Month.

PUBLIC FORUM

The following people spoke under Public Forum:

1. Stephen Balsbaugh
2. Steve Pham
3. Thao Phan
4. Yen Ho
5. Ariel Flandez
6. Tyler Wiest
7. Vikas Seth
8. Allen Thomas
9. Voltaire Montemayor

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 (Absent: Phan). 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 (Absent: Phan).

READING OF THE CITY COUNCIL CODE OF CONDUCT

Vice Mayor Chua 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

NOES: None

ABSENT: Councilmember Phan

CONSENT CALENDAR

There were no public speakers

After discussion, motion: to approve the Consent Calendar, pulling Item C12.

Motion/Second: Councilmember Barbadillo/Vice Mayor Chua

Motion carried by the following:

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

NOES: None

ABSENT: Councilmember Phan

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

Received City Council Calendar of Meetings for February 2024.

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

Approved City Council Meeting minutes of January 23, 2024.

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

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

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

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

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

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

Science, Technology and Innovation Commission

1. Reappointed Albert Alcorn to a term ending January 2027

6. **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)**

Adopted **Resolution No. 9295** declaring weeds on specific properties to be public nuisances and setting a public hearing for March 5, 2024.

7. **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)**

Adopted **Resolution No. 9296** 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.

8. **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)**

(1) Accepted 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) Approved 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.

9. **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)**

(1) Accepted 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) Approved 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.

10. **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)**

Adopted **Resolution No. 9297** 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.

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

(1) Received an update on the storm drain system emergency repairs and improvements at Evans

Road and Piedmont Creek; and (2) Determined by a four-fifths vote that the condition continues to constitute an emergency.

- 13. 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)**

Approved and authorized 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.

- 14. 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)**

Approved and authorized 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

- 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)**

City Manager Thomas introduced the item. Economic Development Director Andrade provided introductory remarks. Housing Division Manager Robert Musallam presented the report.

Mayor Montano opened the public hearing.

There were the following speakers:

1. Marina Sanchez
2. Ray Maglalang
3. Knights of Columbus Deputy Grand Knight
4. Laura Clendaniel
5. Norma Morales
6. Mary Jude Doerpinghaus
7. Loreto Quevedo Dimaandal
8. Yolie Garcia
9. Milton Cadena
10. Georgia Bacil
11. Robert Jung
12. Deanne Everton
13. Tyler Wiest
14. Carole Conn
15. Voltaire Montemayor

Mayor Montano closed the public hearing.

The City Council asked questions of applicants and staff.

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)

City Manager Thomas introduced the item. Principal Civil Engineer Harris Siddiqui presented the report.

Mayor Montano opened the public hearing.

There were the following speakers:

1. Voltaire Montemayor

Mayor Montano closed the public hearing.

Council discussion ensued.

After discussion, motion: to adopt **Resolution No. 9298** adopting the Storm Drainage Impact Fee Nexus Study.

Motion/Second: Vice Mayor Chua/Councilmember Barbadillo

Motion carried by the following:

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

NOES: None

ABSENT: Councilmember Phan

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)

The report was heard in conjunction with Item 16, the Storm Drainage Impact Fee Nexus Study.

Mayor Montano opened the public hearing.

There were the following speakers:

1. Voltaire Montemayor

Mayor Montano closed the public hearing.

After discussion, motion: to adopt **Resolution No. 9299** amending the City's Storm Drainage Impact Fee consistent with the Storm Drainage Impact Fee Nexus Study; waive the first reading beyond the title and introduce **Ordinance No. 239.8** 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.

Motion/Second: Councilmember Lien/Councilmember Barbadillo

Motion carried by the following:

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

NOES: None

ABSENT: Councilmember Phan

ITEMS PULLED FROM CONSENT CALENDAR

12. **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)**

Assistant City Manager Cano introduced the item and Public Works Division Manager - Engineering Roberto Alonzo was available to respond to questions from Council.

Councilmember Barbadillo asked clarifying questions of staff and opined on parking requirements.

There were the following public speakers:

1. Voltaire Montemayor
2. Willie Pyle

After discussion, motion: to (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.

Motion/Second: Councilmember Barbadillo/Councilmember Lien

Motion carried by the following:

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

NOES: None

ABSENT: Councilmember Phan

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Councilmember Lien extended wishes for the Lunar New Year and praised staff for their hard work in organizing the Lunar New Year event. She also acknowledged the Black History Month event, honoring the life of Miss Katherine Johnson, and expressed gratitude to staff for hosting a great event at the community center.

Vice Mayor Chua thanked staff for successfully organizing the Lunar Festival and Black History Month events despite challenging weather conditions. She also requested the City Attorney share with the City Council the write-up he prepared for her on ADUs.

Councilmember Barbadillo called for a formal discussion to understand the positions of both the pickleball and tennis communities. Assistant City Manager Cano noted that the discussion was coming back to the City Council at a meeting following the Thursday town hall to discuss the issue.

Mayor Montano wished everyone a happy lunar new year.

ADJOURNMENT

Mayor Montano adjourned the meeting at 9:57 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 2/15/2024

March 5, 2024 – Regular Meeting

CLOSED SESSION

- Labor Relations

INVOCATION (Councilmember Phan)

PRESENTATION

- American Red Cross Month (Proclamation)
- National Women's Heritage Month (Proclamation)
- Youth Art Month (Proclamation)

CONSENT CALENDAR

1. Receive City Council calendar for March 2024 (City Clerk)
2. Approve City Council Meeting minutes of February 20 and 22, 2024 (City Clerk)
3. Preview list of items for March 19, 2024 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Resolution to Initiate Proceedings for Annual Levy & Collection of Assessments and Preparation of the Annual Engineer's Report for LLMD 95-1 (Engineering / Public Works)
6. Resolution to Initiate Proceedings for Annual Levy & Collection of Assessments and Preparation of the Annual Engineer's Report for LLMD 98-1 (Engineering / Public Works)
7. CIP 2023 Sango Park Landscape Architect Design Agreement Approval (Engineering / Public Works)
8. 1992 Tarob Ct. Revised O&M (Engineering / Public Works)
9. 308 Sango Ct. O&M (Engineering / Public Works)
10. 1490 S. Park Victoria Drive (Chevron) Improvement Agreement (Engineering / Public Works)
11. Street Vacation: 1752 Houret Court (City Ventures) (Engineering / Public Works)
12. O&M Agreement: 1316 S. Main (Engineering / Public Works)
13. Offsite Agreement and O&M Agreement: 1000 Gibraltar Dr (Engineering / Public Works)
14. CIP 5055 Alviso Adobe HVAC Contract Award (Engineering / Public Works)

PUBLIC HEARINGS

15. Weed Abatement (Fire Prevention)

LEADERSHIP AND SUPPORT SERVICES

16. ARPA Quarterly Report (Finance)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Recommendation from Mayor Montano for Appointments to City Commission (Contact: Mayor Montano, 408-586-3024)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	2/20/2024
	<u>Recommendation:</u> Receive Mayor Montano's recommendation and confirm the promotion of Suresh Sinha to a full voting seat with an unexpired term ending January 2026 on the Science, Technology and Innovation Commission.

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 Alternate Commissioners may seek to be promoted to a full voting seat; however promotion is not automatic. Those Commissioners seeking promotion must contact the City Clerk and the Mayor to convey their request. Promotion must be recommended by the Mayor and confirmed by the City Council.

Analysis:

Appointments and removals are as follows:

Science, Technology & Innovation Commission:

1. Promote Suresh Sinha to a full voting seat with an unexpired term ending January 2026

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

The promotion of Suresh Sinha to a full voting seat on the Science, Technology and Innovation Commission creates a vacancy in an alternate seat on the same commission. 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 Science, Technology, and Innovation Commission will be posted Wednesday, February 21, 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 recommendation and confirm the promotion of Suresh Sinha to a full voting seat with an unexpired term ending January 2026 on the Science, Technology and Innovation Commission.

Attachments:

None.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize and Approve Travel to Washington, D.C., for Councilmember Hon Lien from March 6 – 14, 2024; to Yosemite, CA, for Councilmember Anthony Phan from March 14 – 17, 2024; and to San Jose, CA, for Mayor Carmen Montano from March 15 – 16, 2024 (Staff Contact: Ned Thomas, City Manager, 408-586-3059)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	2/20/2024
Recommendation:	(1) Authorize and approve travel to Washington, D.C., for Councilmember Hon Lien to attend the National League of Cities Congressional City Conference from March 9 – 14, 2024, for a total not-to-exceed amount of \$3,500 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings. (2) Authorize and approve travel to Yosemite, California, for Councilmember Anthony Phan to attend the CivicWell Policymakers Conference from March 14 – 17, 2024, for a total not-to-exceed amount of \$2,000 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings. (3) Authorize and approve travel to San Jose, California, for Mayor Carmen Montano to attend the Water Education for Latino Leaders (WELL) 12th Annual Conference from March 15 – 16, 2024, for a total not-to-exceed amount of \$400 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

BACKGROUND:

The National League of Cities holds its annual congressional City Conference in Washington, D.C. The Councilmember's attendance at this conference will provide engaging education sessions and valuable connections followed by an exclusive day of advocacy on Capitol Hill where attendees can apply everything, they've learned to support their communities with federal resources. This popular conference is scheduled for March 9 – 14, 2024. Due to the event location, the Councilmember will travel on March 6 to attend the first event on March 9 and travel back on March 14 to attend the Hill Day scheduled for March 13. The preliminary agenda is attached to this report as Attachment 1.

The CivicWell holds its Annual Yosemite Policymakers Conference each March in Yosemite, California. This popular conference is scheduled for March 14 – 17, 2024. The Councilmember's attendance at this conference will provide him with tools and innovative solutions to address community needs. This year's conference will focus on climate resilience and clean energy, affordable housing and social equity, and the conference explores sustainable and practical tools addressing the complex issues that all government levels currently face. The preliminary agenda is attached to this report as Attachment 2.

The Water Education for Latino Leaders (WELL) holds its Annual Conference in various California city. This year, the conference will be held in San Jose, California from March 15 – 16, 2024. The mayor's attendance at this conference will provide her an opportunity to learn and converse with top water policy experts and practitioners to share their knowledge on California's top water challenges and the opportunities to mitigate the impacts. The preliminary agenda is attached to this report as Attachment 3.

ANALYSIS:

The City of Milpitas Travel and Expense Policy requires approval of travel for elected officials and the City Manager by the City Council. Council approval of this request will allow Councilmember Hon Lien, Councilmember Anthony Phan, and Mayor Montano to travel to Washington, D.C., Yosemite, California; and San Jose, California respectively, to represent the City. Attendance at the conference will also offer the elected

officials the opportunity to exchange ideas with city officials from other cities and to bring back information to share with the rest of the City Council and City Administration. Continued participation and attendance in these conferences ensures that the Milpitas business community is fully represented at the local, regional, and state levels.

POLICY ALTERNATIVE(S):

Not applicable

FISCAL IMPACT:

The estimated expenses for the conference in Washington, D.C. are \$3,500 (registration, hotel, air and land transportation, and meal reimbursements). To date, Councilmember Hon Lien has a remaining balance of \$5,874.47 in her Individual Elected Official allocation of \$10,000 for Conferences/Meetings/Memberships to cover the travel expenses related to the Washington conference. With the approval of this Washington, D.C. Conference travel, the new estimated remaining balance will be \$2,374.47.

The estimated expenses for the conference in Yosemite, California are \$2,000 (registration, hotel, mileage, and meal reimbursements). To date, Councilmember Anthony Phan has not expended his Individual Elected Official allocation of \$10,000 for Conferences/Meetings/Memberships. With the approval of this Yosemite, California Conference travel, the new estimated remaining balance will be \$8,000.

The estimated expenses for the conference in San Jose, California are \$400 (registration, mileage, and meal reimbursements). To date, Mayor Carmen Montano has a remaining balance of \$1,755.67 in her Individual Elected Official allocation of \$10,000 for Conferences/Meetings/Memberships to cover the travel expenses related to the Washington conference. With the approval of this San Jose, California Conference travel, the new estimated remaining balance will be \$1,355.67.

California Environmental Quality Act (CEQA):

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

RECOMMENDATIONS:

- (1) Authorize and approve travel to Washington, D.C., for Councilmember Hon Lien to attend the National League of Cities Congressional City Conference from March 9 – 14, 2024, for a total not-to-exceed amount of \$3,500 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.
- (2) Authorize and approve travel to Yosemite, California, for Councilmember Anthony Phan to attend the CivicWell Policymakers Conference from March 14 – 17, 2024, for a total not-to-exceed amount of \$2,000 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.
- (3) Authorize and approve travel to San Jose, California, for Mayor Carmen Montano to attend the Water Education for Latino Leaders (WELL) 12th Annual Conference from March 15 – 16, 2024, for a total not-to-exceed amount of \$400 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

Attachment(s):

- (a) Draft conference agenda for the 2024 National League of Cities Congressional City Conference
- (b) Draft conference agenda for the 2024 CivicWell Policymakers Conference
- (c) Draft conference agenda for the 2024 Water Education for Latino Leaders (WELL) Conference
- (d) Council Budget Tracking

[NLC Congressional City Conference](#)

- [HOME](#)
- [ATTEND](#)
- [SCHEDULE](#)
- [SPONSORSHIP](#)



Full Schedule

Please note the schedule is subject to change; check back for updates. Tickets for events listed below may be purchased via [CCC registration](#). Due to popular demand, some ticketed events have already sold out (and are noted below). [Register today](#) and lock in your full schedule of events!

DAY

ALL DAY Saturday, Mar 9 Sunday, Mar 10 Monday, Mar 11 Tuesday, Mar 12 Wednesday, Mar 13

TYPE

FILTER BY TYPE Advocacy Affiliated / In-Conjunction Event Concurrent Workshop Constituency Group Deep Dive Session Executive Education General Session Governance Invite Only Member Councils Membership Networking Policy Committee State League Strategic Partnerships Ticket Required Youth Delegate Program

VENUE

FILTER BY VENUE Marriott Marquis DC Off Property

SATURDAY, MAR 9

08:00 AM - 05:00 PM

Registration

Marriott Marquis DC

08:00 AM - 05:00 PM

Ask NLC

MEMBERSHIP

Marriott Marquis DC

08:45 AM - 10:00 AM

NLCU: Racial Equity for Municipal Leaders

EXECUTIVE EDUCATIONTICKET REQUIRED

Marriott Marquis DC

08:45 AM - 10:00 AM

NLCU: Communicating Effectively About Race

EXECUTIVE EDUCATIONTICKET REQUIRED

Marriott Marquis DC

10:15 AM - 11:30 AM

NLCU: Municipal Leadership to Reengage Opportunity Youth and Young Adults

EXECUTIVE EDUCATIONTICKET REQUIRED

Marriott Marquis DC

10:15 AM - 11:30 AM

NLCU: Cybersecurity

EXECUTIVE EDUCATIONTICKET REQUIRED

Marriott Marquis DC

11:45 AM - 01:00 PM

NLCU: Communicating Effectively About Race

EXECUTIVE EDUCATIONTICKET REQUIRED

Marriott Marquis DC

11:45 AM - 01:00 PM

NLCU: Racial Equity for Municipal Leaders

EXECUTIVE EDUCATIONTICKET REQUIRED

Marriott Marquis DC

01:00 PM - 03:30 PM

Research Advisory Committee Meeting

INVITE ONLY

Marriott Marquis DC

02:00 PM - 03:00 PM

State League Steering Committee Meeting

STATE LEAGUEINVITE ONLY

Marriott Marquis DC

02:15 PM - 03:30 PM

NLCU: City Leaders Connecting Children to Nature Everywhere

EXECUTIVE EDUCATIONTICKET REQUIRED

Marriott Marquis DC

02:15 PM - 03:30 PM

NLCU: Retail as Catalyst for Economic Development

EXECUTIVE EDUCATIONTICKET REQUIRED

Marriott Marquis DC

03:00 PM - 04:30 PM

Board Membership Committee Meeting

GOVERNANCEINVITE ONLY

Marriott Marquis DC

03:00 PM - 04:30 PM

Board Legislative Action Committee Meeting

GOVERNANCEINVITE ONLY

Marriott Marquis DC

03:00 PM - 04:30 PM

Board Finance Committee Meeting

GOVERNANCEINVITE ONLY

Marriott Marquis DC

03:45 PM - 05:00 PM

NLCU: Municipal Finance

EXECUTIVE EDUCATIONTICKET REQUIRED

Marriott Marquis DC

03:45 PM - 05:00 PM

NLCU: Cybersecurity

EXECUTIVE EDUCATIONTICKET REQUIRED

Marriott Marquis DC

SUNDAY,

MAR 10

07:00 AM - 06:00 PM

Strategic Partners Lounge

STRATEGIC PARTNERSHIPS

Marriott Marquis DC

07:30 AM - 05:00 PM

Registration

Marriott Marquis DC

07:30 AM - 05:00 PM

Ask NLC

MEMBERSHIP

Marriott Marquis DC

08:00 AM - 12:00 PM

Board of Directors' Meeting

GOVERNANCE

Marriott Marquis DC

08:00 AM - 05:00 PM

State League Staff Headquarters

STATE LEAGUE INVITE ONLY

Marriott Marquis DC

11:00 AM - 12:00 PM

Mayor & CEOs Meeting

INVITE ONLY

Marriott Marquis DC

12:00 PM - 01:00 PM

Good Jobs, Great Cities Luncheon

INVITE ONLY

Marriott Marquis DC

12:00 PM - 01:00 PM

NLC Board and Advisory Council Luncheon

GOVERNANCE INVITE ONLY

Marriott Marquis DC

12:00 PM - 01:15 PM

First Time Attendee Lunch & NLC 101

MEMBERSHIP TICKET REQUIRED

Marriott Marquis DC

01:00 PM - 05:00 PM

Enterprise Row

STRATEGIC PARTNERSHIPS

Marriott Marquis DC
01:30 PM - 04:30 PM
Transportation and Infrastructure Services (TIS) Federal Advocacy Committee Meeting

POLICY COMMITTEE
Marriott Marquis DC
01:30 PM - 04:30 PM
Public Safety and Crime Prevention (PSCP) Federal Advocacy Committee Meeting

POLICY COMMITTEE
Marriott Marquis DC
01:30 PM - 04:30 PM
Information Technology and Communications (ITC) Federal Advocacy Committee Meeting

POLICY COMMITTEE
Marriott Marquis DC
01:30 PM - 04:30 PM
Human Development (HD) Federal Advocacy Committee Meeting

POLICY COMMITTEE
Marriott Marquis DC
01:30 PM - 04:30 PM
Finance, Administration and Intergovernmental Relations (FAIR) Federal Advocacy Committee Meeting

POLICY COMMITTEE
Marriott Marquis DC
01:30 PM - 04:30 PM
Energy, Environment and Natural Resources (EENR) Federal Advocacy Committee Meeting

POLICY COMMITTEE
Marriott Marquis DC
01:30 PM - 04:30 PM
Community and Economic Development (CED) Federal Advocacy Committee Meeting

POLICY COMMITTEE
Marriott Marquis DC
02:00 PM - 04:00 PM

Hill Day Booth

ADVOCACY

Marriott Marquis DC

04:00 PM - 05:00 PM

Alabama League of Municipalities Caucus Meeting

AFFILIATED / IN-CONJUNCTION EVENT

Marriott Marquis DC

04:00 PM - 05:15 PM

NLC Advisory Council Meeting

GOVERNANCE

Marriott Marquis DC

04:00 PM - 05:15 PM

First Tier Suburbs Council Meeting

MEMBER COUNCILS

Marriott Marquis DC

04:00 PM - 05:15 PM

Small Cities Council Meeting

MEMBER COUNCILS

Marriott Marquis DC

04:00 PM - 05:15 PM

Large Cities Council Meeting

MEMBER COUNCILS

Marriott Marquis DC

04:00 PM - 05:15 PM

Council on Youth, Education, and Families Meeting

MEMBER COUNCILS

Marriott Marquis DC

05:00 PM - 06:00 PM

Alabama League of Municipalities Reception

AFFILIATED / IN-CONJUNCTION EVENT INVITE ONLY

Marriott Marquis DC

05:00 PM - 07:00 PM

State League Executive Directors and Staff Reception

STATE LEAGUE INVITE ONLY

Off Property

05:15 PM - 06:30 PM

Hispanic Elected Local Officials (HELO) Membership Meeting

CONSTITUENCY GROUP

Marriott Marquis DC

05:15 PM - 06:30 PM

Asian Pacific American Municipal Officials (APAMO) Membership Meeting

CONSTITUENCY GROUP

Marriott Marquis DC

05:30 PM - 06:30 PM

Strong Southern Communities Initiative Reception

INVITE ONLY

Marriott Marquis DC

06:30 PM - 07:30 PM

Joint Constituency Group Reception

CONSTITUENCY GROUP NETWORKING

Marriott Marquis DC

07:45 PM - 09:00 PM

LGBTQ+LO Dinner

CONSTITUENCY GROUP TICKET REQUIRED

Marriott Marquis DC

07:45 PM - 09:00 PM

Hispanic Elected Local Officials (HELO) Dinner

CONSTITUENCY GROUP TICKET REQUIRED

Marriott Marquis DC

07:45 PM - 09:00 PM

Asian Pacific American Municipal Officials (APAMO) Dinner

CONSTITUENCY GROUP TICKET REQUIRED

Marriott Marquis DC

08:00 PM - 10:00 PM

National Black Caucus Local Elected Officials (NBC-LEO) Networking Reception

CONSTITUENCY GROUP TICKET REQUIRED

Marriott Marquis DC

**MONDAY,
MAR 11**

07:00 AM - 08:30 AM

CLA|FCL Republican Mayors, City Council members Forum and Partners “Coffee
Talk Breakfast”

AFFILIATED / IN-CONJUNCTION EVENT

Marriott Marquis DC

07:00 AM - 05:30 PM

Registration

Marriott Marquis DC

07:00 AM - 05:30 PM

Ask NLC

MEMBERSHIP

Marriott Marquis DC

07:00 AM - 06:00 PM

Strategic Partners Lounge

STRATEGIC PARTNERSHIPS

Marriott Marquis DC

07:15 AM - 08:15 AM

Celebrate Diversity Breakfast

TICKET REQUIRED

Marriott Marquis DC

07:30 AM - 05:00 PM

Enterprise Row

STRATEGIC PARTNERSHIPS

Marriott Marquis DC

08:00 AM - 11:00 AM

Hill Day Booth

ADVOCACY

Marriott Marquis DC

08:00 AM - 05:00 PM

State League Staff Headquarters

STATE LEAGUE INVITE ONLY

Marriott Marquis DC
08:00 AM - 05:00 PM
Safety Challenge Cities

Marriott Marquis DC
08:30 AM - 10:00 AM
Opening General Session

GENERAL SESSION
Marriott Marquis DC
08:30 AM - 11:30 AM
Federal Agency Office Hours Drop-in Room B

Marriott Marquis DC
08:30 AM - 11:30 AM
Federal Agency Office Hours Drop-in Room A

Marriott Marquis DC
10:15 AM - 10:45 AM
Press Conference

Marriott Marquis DC
10:30 AM - 12:00 PM
Deep Dive Session: Financing Local Clean Energy Projects through Direct Pay

DEEP DIVE SESSION
Marriott Marquis DC
10:30 AM - 12:00 PM
Deep Dive Session: Leveraging Technology & Innovation to Build Strong Local Economies

DEEP DIVE SESSION
Marriott Marquis DC
10:30 AM - 11:45 PM
State League Executive Directors Only Session

STATE LEAGUE INVITE ONLY
Marriott Marquis DC
12:00 PM - 01:15 PM
NLC Aviation Advisory Forum on Air Mobility and Drone Integration

Marriott Marquis DC

12:00 PM - 01:15 PM

Leveraging Policy to Expand Access to Afterschool & Summer Programs
Luncheon

Marriott Marquis DC

12:00 PM - 01:15 PM

Youth Delegates Luncheon and Welcome

YOUTH DELEGATE PROGRAM

Off Property

12:00 PM - 01:15 PM

Women in Municipal Government (WIMG) Luncheon

CONSTITUENCY GROUP TICKET REQUIRED

Marriott Marquis DC

12:00 PM - 01:15 PM

Legal Advisory Committee Luncheon

INVITE ONLY

Marriott Marquis DC

12:00 PM - 01:15 PM

State League Executive Directors and Staff Luncheon

STATE LEAGUE INVITE ONLY

Marriott Marquis DC

12:00 PM - 01:15 PM

Strategic Partners Luncheon

STRATEGIC PARTNERSHIPS INVITE ONLY

Marriott Marquis DC

12:00 PM - 01:15 PM

Military Communities Council Meeting

MEMBER COUNCILS

Marriott Marquis DC

12:00 PM - 01:15 PM

University Communities Council Membership Meeting

MEMBER COUNCILS

Marriott Marquis DC

12:00 PM - 01:15 PM

Networking Boxed Lunch

Marriott Marquis DC
12:00 PM - 01:30 PM
Green Workforce Development Lunch

INVITE ONLY
Marriott Marquis DC
02:00 PM - 03:30 PM
Afternoon General Session

GENERAL SESSION
Marriott Marquis DC
03:30 PM - 05:30 PM
Federal Agency Office Hours Drop-in Room B

ADVOCACY
Marriott Marquis DC
03:30 PM - 05:30 PM
Federal Agency Office Hours Drop-in Room A

ADVOCACY
Marriott Marquis DC
04:00 PM - 05:30 PM
Western Municipal Association

AFFILIATED / IN-CONJUNCTION EVENT
Marriott Marquis DC
04:00 PM - 05:30 PM
Deep Dive Session: Water Infrastructure & Environmental Protection in Urban,
Rural & Suburban Communities

DEEP DIVE SESSION
Marriott Marquis DC
04:00 PM - 05:30 PM
Deep Dive Session: Aligning Workforce Development with Plans for Economic
Growth

DEEP DIVE SESSION
Marriott Marquis DC
04:00 PM - 05:30 PM
Youth Delegates Workshop #1

YOUTH DELEGATE PROGRAM

Off Property

04:15 PM - 05:15 PM

Kansas Delegation Briefing/Meeting

AFFILIATED / IN-CONJUNCTION EVENT

Marriott Marquis DC

05:45 PM - 07:00 PM

Georgia Municipal Association Caucus and Reception

AFFILIATED / IN-CONJUNCTION EVENT

Marriott Marquis DC

06:00 PM - 07:00 PM

Local Indigenous Leaders (LIL) Membership Meeting

CONSTITUENCY GROUP

Marriott Marquis DC

06:00 PM - 07:00 PM

League of Arizona Cities and Towns Reception

AFFILIATED / IN-CONJUNCTION EVENT

Marriott Marquis DC

06:00 PM - 07:15 PM

Texas Reception

AFFILIATED / IN-CONJUNCTION EVENT

Marriott Marquis DC

06:00 PM - 07:30 PM

Cal Cities Reception

AFFILIATED / IN-CONJUNCTION EVENT

Marriott Marquis DC

06:00 PM - 07:30 PM

Florida League of Cities Reception

AFFILIATED / IN-CONJUNCTION EVENT

Marriott Marquis DC

06:00 PM - 07:30 PM

Youth Delegates Reception

YOUTH DELEGATE PROGRAM

Off Property

06:00 PM - 07:30 PM

National Black Caucus Local Elected Officials (NBC-LEO) General Membership Meeting

CONSTITUENCY GROUP

Marriott Marquis DC

06:00 PM - 07:30 PM

NC Leadership Reception at NLC Congressional City Conference

AFFILIATED / IN-CONJUNCTION EVENT INVITE ONLY

Off Property

06:00 PM - 07:30 PM

Association of Washington Cities Reception

AFFILIATED / IN-CONJUNCTION EVENT INVITE ONLY

Marriott Marquis DC

06:00 PM - 08:00 PM

Mississippi Delegation Reception

AFFILIATED / IN-CONJUNCTION EVENT

Off Property

06:00 PM - 08:00 PM

Rocky Mountain Reception

AFFILIATED / IN-CONJUNCTION EVENT

Off Property

06:30 PM - 07:30 PM

LGBTQ+LO Membership Meeting

CONSTITUENCY GROUP

Marriott Marquis DC

07:00 PM - 09:00 PM

DMO Oh So Blue "After Dark" Reception

AFFILIATED / IN-CONJUNCTION EVENT

Marriott Marquis DC

07:00 PM - 09:30 PM

League of Oregon Cities Reception

AFFILIATED / IN-CONJUNCTION EVENT INVITE ONLY

Marriott Marquis DC

08:00 PM - 11:30 PM

National Black Caucus Local Elected Officials (NBC-LEO) Night Out

CONSTITUENCY GROUP TICKET REQUIRED

Off Property

09:00 PM - 11:00 PM

Young Municipal Leaders (YML) Networking Reception

MEMBERSHIP NETWORKING

Off Property

**TUESDAY,
MAR 12**

07:00 AM - 12:30 PM

Registration

Marriott Marquis DC

07:00 AM - 05:30 PM

Strategic Partners Lounge

STRATEGIC PARTNERSHIPS

Marriott Marquis DC

07:30 AM - 08:45 AM

State League State Advocacy Breakfast

STATE LEAGUE INVITE ONLY

Marriott Marquis DC

07:30 AM - 12:15 PM

Enterprise Row

STRATEGIC PARTNERSHIPS

Marriott Marquis DC

07:30 AM - 12:30 PM

Ask NLC

MEMBERSHIP

Marriott Marquis DC

08:00 AM - 09:00 AM

NLC Rail Roundtable

Marriott Marquis DC

08:00 AM - 10:00 AM

Alabama League of Municipalities Breakfast

AFFILIATED / IN-CONJUNCTION EVENT INVITE ONLY

Marriott Marquis DC

08:00 AM - 11:00 AM

Hill Day Booth

ADVOCACY

Marriott Marquis DC

08:00 AM - 05:00 PM

State League Staff Headquarters

STATE LEAGUE INVITE ONLY

Marriott Marquis DC

09:00 AM - 10:30 AM

Deep Dive Session: Advancing Local Action on Climate Change & Community Resilience

DEEP DIVE SESSION

Marriott Marquis DC

09:00 AM - 10:30 AM

Deep Dive Session: Housing and Homelessness: Federal Aid and Promising Practices

DEEP DIVE SESSION

Marriott Marquis DC

11:00 AM - 12:00 PM

Nature Everywhere Strategy Gallery

Marriott Marquis DC

11:00 AM - 12:30 PM

Funding for Equity: Unlocking Philanthropic & Public Finance Opportunities in Small to Mid-Size Cities

CONCURRENT WORKSHOP

Marriott Marquis DC

11:00 AM - 12:30 PM

Deep Dive Session: Accessing Federal Transportation Grants & Opportunities for Your Community

DEEP DIVE SESSION

Marriott Marquis DC

11:00 AM - 12:30 PM

Deep Dive Session: Building a Community-Centric Approach to Emergency Response Services

DEEP DIVE SESSION

Marriott Marquis DC

11:00 AM - 12:30 PM

Mayors' Education Task Force (Mayors Only)

Marriott Marquis DC

11:00 AM - 12:30 PM

Youth Delegates Workshop #2

YOUTH DELEGATE PROGRAM

Off Property

12:45 PM - 02:15 PM

Luncheon and General Session

GENERAL SESSION

Marriott Marquis DC

01:00 PM - 05:00 PM

Federal Agency Office Hours Drop-in Room D

Marriott Marquis DC

01:00 PM - 05:00 PM

Federal Agency Office Hours Drop-in Room C

ADVOCACY

Marriott Marquis DC

01:00 PM - 05:00 PM

Federal Agency Office Hours Drop-in Room B

Marriott Marquis DC

01:00 PM - 05:00 PM

Federal Agency Office Hours Drop-in Room A

Marriott Marquis DC

02:45 PM - 04:15 PM

Youth Delegates Workshop #3 and Closing Session

YOUTH DELEGATE PROGRAM

Off Property

03:00 PM - 04:15 PM

Hill Day Training Session for Participants

ADVOCACYINVITE ONLY

Marriott Marquis DC

04:00 PM - 06:00 PM

Race, Equity and Leadership (REAL) Council Meeting

MEMBER COUNCILS

Marriott Marquis DC

04:15 PM - 05:30 PM

Women in Municipal Government (WIMG) Board Meeting

CONSTITUENCY GROUP

Marriott Marquis DC

08:00 PM - 10:00 PM

NLC 100th Anniversary Spring Celebration!

NETWORKING

Marriott Marquis DC

09:00 PM - 11:00 PM

Late Night Partner Event

STRATEGIC PARTNERSHIPSINVITE ONLY

Marriott Marquis DC

WEDNESDAY, MAR 13

08:00 AM - 09:15 AM

Grab & Go for Breakfast - Hill Day Participants

ADVOCACY

Marriott Marquis DC

09:00 AM - 05:00 PM

NLC Advocacy Day on Capitol Hill

ADVOCACY

Off Property

Events

2024 CivicWell Policymakers Conference

March 14-17, 2024

The 32nd annual CivicWell Policymakers Conference will be held March 14-17, 2024 in Yosemite National Park.

Since 1991, the CivicWell Policymakers Conference has gathered local elected officials from across California in an inspiring and collaborative environment.

This intimate gathering brings together over 100 mayors, city council members, and county supervisors in the majestic setting of Yosemite National Park. The event is designed to support local elected officials with tools and partnership opportunities to implement innovative solutions locally.

From climate resilience and clean energy to affordable housing and social equity, the conference explores sustainable and practical tools to address the complex issues we face.

Register Now

Menu

Meet the Speakers



Lisa A. Baker

Planner

Former CEO, Yolo Housing



Catherine Blakespear

California State Senator



Ulises Cabrera

Mayor

City of Moreno Valley



Lisa Craig

Mayor

City of Lodi



Yana Garcia
Secretary for Environmental Protection
California EPA



Camille Graham
CivicSpark Fellow
City of Sacramento



Carl Guardino
VP of Government Affairs & Policy
Tarana Wireless



Stephen Honikman
VP of Business Development
Electriq Power



Anna Klovstad
Councilmember
Town of Truckee



Jeremy Madsen
Executive Director
Build It Green



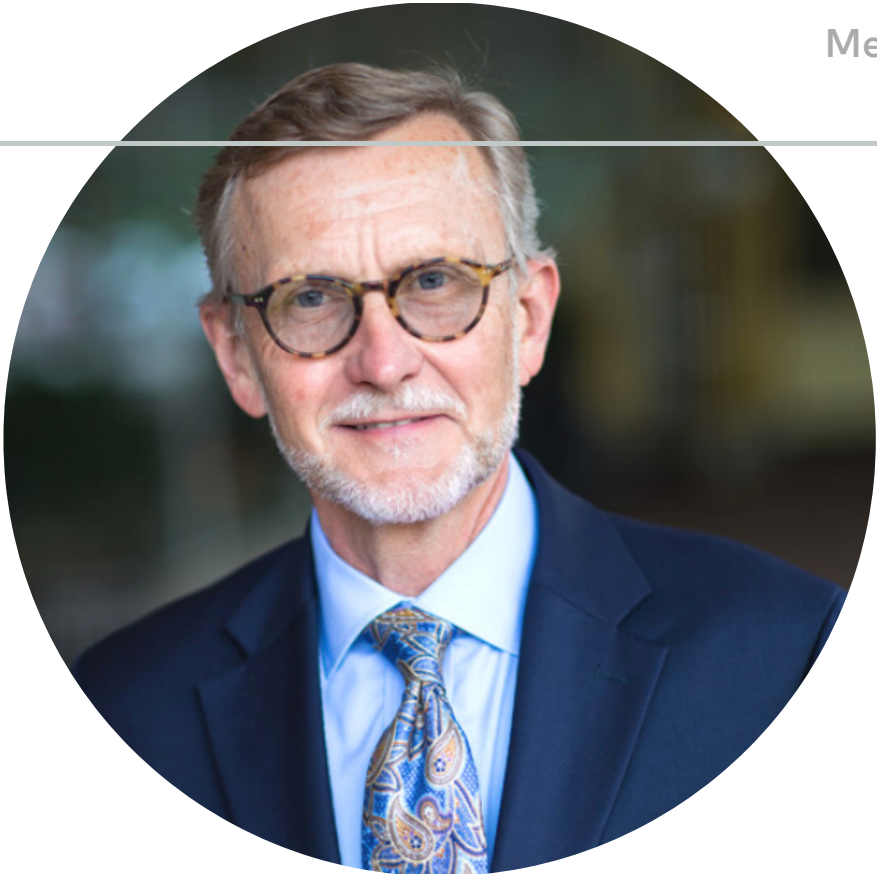
Karthick Ramakrishnan
Director, AAPI Data
Professor of Public Policy, UC Riverside



Geoffrey Ross
Director, Government Services
Horne



Jason Scott-Sheets
CivicSpark Fellow
County of Sacramento



John Robert Smith
Chair, Transportation for America
Senior Policy Advisor, Smart Growth America



Shalini Vajjhala
Executive Director
PRE Collective



Beth Vaughan
CEO
California Community Choice Association (CalCCA)

About



New Partners and Big Ideas

Climate disaster mitigation and recovery. Sustainable transportation infrastructure. Environmental justice. Long-term community resilience.

Complex issues require out-of-the-box approaches. The most impactful initiatives may rely on multi-sector partnerships, bipartisan collaborations, and transformative thinking.

California is at an inflection point. This year has been marked by extreme weather events along with unprecedented levels of federal and state infrastructure investment. As local leaders advocate for the health, safety, and future of our communities, now is the time to learn from one another and collaborate on the solutions we need to meet the moment.

Menu

Agenda



The conference will take place from Thursday evening, March 14th to Sunday morning, March 17th. All conference sessions will be held in the Garden Terrace Room at the Yosemite Valley Lodge.

The below agenda is tentative and subject to change at any time. Topics and speakers will be added as they are confirmed.

Thursday, March 14

6:00 – 7:30 pm

Registration

7:30 – 8:00 pm

Opening Reception

8:00 – 9:00 pm

Lessons on Cross-Jurisdictional Governance from Transportation

- [Catherine Blakespear](#), State Senator for California’s 38th District
- [John Robert Smith](#), Transportation for America Chairman/Senior Policy Advisor, Smart Growth America
- Moderator: Anna Klovstad, Councilmember, Town of Truckee

Friday, March 15

8:30 – 9:30 am

Breakfast

9:30 – 11:00 am

Youth as the Future of the Climate Movement

- [Ulises Cabrera](#), Mayor, City of Moreno Valley
- [Camille Graham](#), CivicSpark Fellow, City of Sacramento
- [Karthick Ramakrishnan](#), Director of AAPI Data/Professor of Public Policy, UC Riverside
- [Jason Scott-Sheets](#), CivicSpark Fellow, County of Sacramento

11:00 – 11:15 am

Coffee Break

11:15 am – 12:30 pm

Networking Roundtables

12:30 – 1:30 pm

Lunch / Networking

1:30 – 7:30 pm

Break

Participants free for dinner on their own

7:30 – 9:00 pm

Sustainable Funding Strategies for Infrastructure

- [Shalini Vajjhala](#), Executive Director, PRE Collective
- Moderator: Bernadette Austin, CEO, CivicWell

Saturday, March 16

8:30 – 9:30 am
Breakfast

9:30 – 10:45 am
Energy Innovations and Solutions

- [Beth Vaughan](#), CEO, California Community Choice Association (CalCCA)

10:45 – 11:15 am
Coffee Break

11:15 am – 12:30 pm
Electrification and Equity in Housing and Community Development

- [Lisa A. Baker](#), Planner/Formal CEO, Yolo Housing
- [Stephen Honikman](#), VP Business Development, Electriq Power
- [Jeremy Madsen](#), Executive Director, Build It Green
- Alicia Sebastian, Executive Director, California Coalition for Rural Housing

12:30 – 6:00 pm
Break
Participants free for lunch on their own

6:00 – 7:00 pm
Dinner

7:00 – 8:30 pm
Preparing for Disaster: Planning for Resilience and Recovery in a Disjointed Funding Landscape

- [Lisa Craig](#), Mayor, City of Lodi
- Ryan Flanery, Director, Government Services, Horne
- [Geoffrey Ross](#), Director, Government Services, Horne
- Moderator: [Carl Guardino](#), VP Government Affairs and Policy, Tarana Wireless

Sunday, March 17

8:30 – 9:30 am
Breakfast

9:30 – 9:45 am
Closing Remarks

9:45 – 11:00 am
Closing Keynote

- [Yana Garcia](#), Secretary for Environmental Protection, CalEPA

Registration



Registration open now!

This conference is for elected officials only. If you are not an elected official but would like to attend, we invite you to explore our sponsorship opportunities below.

Level	Regular Rate	Late Registration – After Feb 29
Members	\$750	\$850
Non-Members	\$850	\$950
Registration with added CivicWell Membership*	\$900	\$1000

Menu

*Special Note About Member Discount

Become a CivicWell member today! Individual memberships are \$150, but if you add on a membership below you automatically get the member registration rate for the conference. This applies both for new members and for membership renewal. Because the member registration rate is \$100 less than the non-member rate, the additional total for **a year of membership is only \$50!**

CivicWell members [receive](#) event discounts, webinars with case studies on climate resilience and capacity-building projects, resources, and timely information about funding opportunities.

Scholarships

A limited number of scholarships are available. If you are interested in requesting a scholarship, [contact Kelsey Wolf-Cloud](#).

Cancellation Policy

Registrations may be canceled up until February 23, 2024. The cancellation fee is \$100.

Lodging



Looking to carpool with someone? [Sign up here](#) to hopefully find a travel companion.

LODGING UPDATE

Lodging is sold out within Yosemite National Park, unless you are planning to stay fewer than all three nights of the conference. If you have not booked your lodging yet, you may still book lodging at [Yosemite View Lodge](#), outside the park. It is approximately a 30 minute drive from this hotel to the conference location. Your Yosemite entrance pass is good for one week.

We are working with both the Lodge and the Ahwahnee to try to secure more rooms for the conference, but there is no guarantee. We will update this page should we be able to do so.

The 2024 CivicWell Policymakers Conference will be held at the Yosemite Valley Lodge in Yosemite National Park.

~~A limited number of rooms are available at a discounted rate using our group code 14Q66O at both the Yosemite Valley Lodge and the Ahwahnee Hotel. Our group rate for the Yosemite Valley Lodge is \$300/night, and \$616/night for the Ahwahnee Hotel. Book soon, as these will sell out!~~

If you would like to reserve a room, visit [travelyosemite.com](#) or contact the hotel’s reservations office at 888-413-8869 option 1. You can find [detailed instructions here](#).

Sponsorship



The CivicWell Policymakers Conference is an excellent opportunity for sponsors to build meaningful relationships with local policymakers, highlight and deepen your commitment to sustainable communities, and raise your profile with community resilience leaders.

To learn more about sponsorship opportunities, view the Sponsorship Brochure and contact Kelsey Wolf-Cloud at

For More Information



For questions about registration and logistics, please contact:
Heather Killion
(916) 448-1198 x303
hkillion@civicwell.org

For questions about sponsorship or the program, please contact:
Kelsey Wolf-Cloud
kwolfcloud@civicwell.org

Thank You To Our Sponsors







Thank You to Our Business Partners



CivicWell inspires, equips, connects, and cultivates leadership for local innovation and community change.

520 Capitol Mall, Suite 440
Sacramento, California 95814

Phone (916) 448-1198
Fax (916) 448-8246
info@civicwell.org

Support Our Work

Explore

Program Areas

Services

Member Network

Resources

Who We Are

News & Media

Connect With Us

Sign Up for Our Newsletter

Subscribe



The Water Education for Latino Leaders (WELL) 12th Annual Statewide Conference will be held from Friday, March 15 to Saturday, March 16, 2024, in San Jose, CA!

WELL will bring together top water policy experts and practitioners to share their knowledge on California's top water challenges and the opportunities to mitigate the impacts. Join us at our annual conference to expand your water knowledge and provide water solutions for your community. Full panel topics and descriptions will be announced soon.

Conference Overview:

Friday, March 15:

- 2:00 pm – 4:00 pm – Water Tour
- 6:00 pm – 8:00 pm – Evening Reception hosted at the San Jose City Hall Rotunda

Saturday, March 16:

- 9:00 am – 3:00 pm – Conference hosted at the Hilton San Jose Address: 300 S Almaden Ave, San Jose, CA 95110

Panel #1: How can we incorporate principles of equity into the design and upkeep of existing and upcoming water infrastructure projects?

Description: Panelists will share how we can invest and design water infrastructure projects to benefit minority communities that have historically been overburdened with ecological inequities. **Questions to ask**

include: How can we keep water affordable while prioritizing infrastructure maintenance and conservation efforts? What investments in infrastructure improvement projects can be used to provide community benefits, such as local workforce development, neighborhood revitalization, and contracting and procurement for small, minority-owned, and women-owned businesses? What new and existing projects can be designed to preserve the long-term accessibility of water resources without harming local communities or the environment?

Panel #2: How are extreme weather events impacting our water resources, infrastructure, and water quality?

Description: Panelists will share the impacts of climate change on communities and how early investments will support long-term water resources. **Questions to ask include:** How will climate change impact the long-term reliability of our water resources? How can we prepare our communities to mitigate the impacts of severe weather, droughts, fires, and flooding? How can local elected officials access funding to address water quality challenges in their communities?

Panel #3: What state and local policy changes are needed to meet California's future water needs?

Description: Panelist will discuss the policy changes and water management strategies needed to ensure sustainable water usage. **Questions to ask include:** How will changes to state and local water policy impact the management of our water resources in the next year? How will the renegotiation of water allocations for the Colorado River impact local and state economies and sustainability goals? How are water shortages in Native American Tribal Lands being taken into consideration?



2024 Annual Conference Sponsorship Opportunities

Dates: Friday, March 15 - Saturday, March 16, 2024

Location: Hilton San Jose, CA

Sponsorship opportunities are now available!

Email:
stephanie@latinosforwater.org
to learn more

[Click here to view sponsorship opportunities.](#)

Need a hotel room?



WELL has a room block available at Hilton San Jose, 300 Almaden Boulevard, San Jose, CA 95110

[Click here](#) to view the rooms available.

Thank you to our conference sponsors:



SAN JOSE WATER



To learn more about sponsorship opportunities email: stephanie@latinosforwater.org

Travel and Training FY 23-24 Budget Tracking for Council ATTACHMENT 4

Mayor Montano				
	Training/Travel Event	FY23-24 Amount Expended/Estimated	Total \$ 8,644.33	Remaining Balance \$ 1,355.67
1	Sacramento Annual Conf/Expo: Sept 20 - 22	\$ 1,371.08		
2	Washington DC National Advocacy Day: Oct 3 - 6	\$ 1,573.25		
3	Washington US Conference of Mayors: Jan 16 - 19	\$ 3,600.00		
4	Monterey Mayors and Council Members Academy: Jan 24 - 26	\$ 1,700.00		
5	Water Education for Latino Leaders: Mar 15 - 16 (est)	\$ 400.00		

Vice Mayor Chua				
	Training/Travel Event	FY23-24 Amount Expended/Estimated	Total \$ 1,367.40	Remaining Balance \$ 8,632.60
1	Sacramento Annual Conf/Expo: Sept 20 - 22	\$ 1,367.40		

Councilmember Phan				
	Training/Travel Event	FY23-24 Amount Expended/Estimated	Total \$ 2,000.00	Remaining Balance \$ 8,000.00
1	CivicWell Policymakers Conference: Mar - 14 - 17 (est)	\$ 2,000.00		

Councilmember Lien				
	Training/Travel Event	FY23-24 Amount Expended/Estimated	Total \$ 7,625.53	Remaining Balance \$ 2,374.47
1	Sacramento Annual Conf/Expo: Sept 20 - 22	\$ 1,406.69		
2	San Francisco CALNET Summit: Nov. 16 - 17	\$ 493.68		
3	San Francisco National API Summit: Nov. 18 - 19	\$ 525.16		
4	Monterey Mayors and Council Members Academy: Jan 24 - 26	\$ 1,700.00		
5	National League of Cities congressional City Conference: Mar 9 - 14 (est)	\$ 3,500.00		

Councilmember Barbadillo				
	Training/Travel Event	FY23-24 Amount Expended/Estimated	Total \$ -	Remaining Balance \$ 10,000.00
1				



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Summary of 2023 Legislative Efforts (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	2/20/2024
Recommendation:	Review and accept the 2023 Legislative Season Summary Report, including an update on potential 2024 State and Federal Earmark Requests.

BACKGROUND:

On May 18, 2021, the City Council approved the Legislative Advocacy Policy (Attachment 1). The Policy includes Legislative Guiding Principles and establishes clear guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government and provides guidance for City officials who serve on regional, state, and national boards, committees, and commissions when they are asked to review public policy matters and issues.

On September 6, 2022, the Mayor and City Council directed staff to issue a request for proposals for Federal and State legislative advocacy services. In January 2023, the City contracted with Kiley & Associates for these services, the primary areas of focus for this contract include:

- Tracking pending legislation and issues that could be impactful or important to the City;
- Advocating or opposing legislation that significantly impacts the City; and
- Engaging with State and Federal agencies to expedite reimbursement for expenditures, clarify administrative rulings, advocate for funding requests, etc.

Kiley & Associates specializes in advocacy at the Federal level, and they have partnered with the firm of Gonsalves & Sons to provide the City with specific advocacy and expertise at the State level.

Legislation and issues of interest are brought to the City's attention through several means: League of California Cities, National League of Cities, Cities Association of Santa Clara County, City Councilmembers, legislators, city staff, community members, and professional or governmental organizations. Per the Council Policy, all legislation or issues of interest shall be referred to the City Manager's Office.

The June 6, 2023 City Council meeting included a status of the one time funding or "earmark" requests that the City made to State and Federal representatives in calendar year 2023. An update on the status of these requests is included in the analysis section of this agenda report.

The September 19, 2023 City Council meeting included a status of legislative advocacy positions taken by the City during the 2023 legislative session. A summary of the final result of the 2023 legislation which the City took a position on is included in the analysis section of this report.

On January 12, 2024, in alignment with City Council policy, Mayor Carmen Montano provided a letter to Federal and State legislative representatives indicating key projects and programs in the City which may be eligible for State and Federal earmarks during 2024. A copy of the letter sent to State Assemblymember Alex Lee is included as Attachment 2 to this report. Similar letters were also sent to State Senator Aisha Wahab, Federal Representative Ro Khanna, State Senator Alex Padilla and State Senator Laphonza Butler.

ANALYSIS:

Per the City Policy, staff is providing the final results of the 2023 legislative season action updates to the Council. This report provides a summary of the final result of the 2023 legislation that the City took a position on is included in the analysis section of this report.

Legislative Advocacy – Letters Issued to the State Legislature

Based on the Legislative Advocacy Police and Legislative Guiding Principles, staff recommended a support or oppose position on 14 bills, for the Mayor's signature. Consistent with the policy, Mayor Carmen Montano signed the letters supporting or opposing these bills.

The table below provides a summary of the 14 measures the City opposed or supported including the number and author of the measure, description of the measure, the City's position, the primary City Legislative Policy guiding principle guiding the support or opposition to the measure and the final result of the measure. A more detailed summary of each measure with links to the bills are included as Attachment 3 to this report.

Item No.	Measure No. & Author	Measure Title	Measure Description	City Position	Final Outcome	Primary Legislative Guiding Principle
1	AB 33 (Bains)	Fentanyl Addiction and Overdose Prevention Task Force.	This law in California sets up different categories or 'Schedules' for controlled substances, including the drug fentanyl, with the greatest restrictions and penalties for Schedule I drugs. It is illegal to possess or purchase for sale specified controlled substances such as fentanyl and punishment can include 2-4 years in prison. This bill sets up a new task force that will look into the impact of fentanyl abuse in the state and will collect data, evaluate solutions and increase public awareness.	Support	Chaptered	2. Support Efforts to Keep Milpitas Safe
2	AB 367 (Maienschein)	Controlled substances: enhancements	This bill states that if a person sells, furnishes, administers, or gives away fentanyl or a related substance and that person suffers a significant or substantial physical injury as a result, then the person who sold, furnished, administered, or gave away the substance can get an added sentence of 3-5 years in state prison.	Support	Dead	2. Support Efforts to Keep Milpitas Safe
3	SB 363 (Eggman)	Conservatorship Reform and Behavioral Health Bed Database	This bill would establish a real-time dashboard of available beds in psychiatric and substance abuse facilities.	Support	Held in suspense file	7. Support and Promote Inclusive Communities
4	SB 43 (Eggman)	Conservatorship Reform and Behavioral Health Bed Database	This bill would make it easier to provide treatment to those unable to care for themselves.	Support	Chaptered	7. Support and Promote Inclusive Communities
5	AB 474 (Rodriguez)	State Threat Assessment Center: Transnational Criminal Organizations	This bill will improve community safety in the City of Milpitas for our first responders and residents. Our police officers and firefighters are encountering fentanyl at an alarming rate. Each encounter places them at risk of an unintentional overdose.	Support	Vetoed	2. Support Efforts to Keep Milpitas Safe
6	AB 955 (Petrie-Norris)	Controlled Substances	This bill will improve community safety in the City of Milpitas for our first responders and residents. Our police officers and firefighters are encountering fentanyl at an alarming rate. Each encounter places them at risk of an unintentional overdose.	Support	Dead	2. Support Efforts to Keep Milpitas Safe

7	AB 1175 (Quirk-Silva, et.al)	Outdoor Advertising	This bill would allow a local jurisdiction to request from Caltrans a five-year extension of an original provision of the Outdoor Advertising Act that treated off-site advertising displays located in a former redevelopment area as an on-premises sign. Support of this bill was coordinated with the City partners at the Great Mall.	Support	Chaptered	5. Protect and Increase Local Funding, No Unfunded Mandates
8	SB 719 (Becker)	Law enforcement agencies: radio communications.	This bill would require law enforcement agencies in California such as municipal police departments, county sheriff's departments, local law enforcement agencies, and university and college police departments to provide real time access to their radio communications by 2024. It would also require those agencies to make sure any criminal justice information obtained through CLETS (the California Law Enforcement Telecommunications System) is not accessible to the public. If expenses incurred by local agencies are determined to be mandated by the state, reimbursement will be provided.	Oppose	Held in Senate	2. Support Efforts to Keep Milpitas Safe
9	AB 742 (Jackson)	Law enforcement: police canines.	Existing law allows police officers to use a certain amount of force when making an arrest in order to prevent an escape or in response to resistance. The law also prevents the use of physical objects, like chemical agents and projectiles, to disperse any assembly, protest or demonstration, as long as it meets certain standards. This bill would make it illegal for law enforcement to use an unleashed police dog when apprehending someone, and prevent them from using any police canine for crowd control, or training police dogs in a way that does not follow this bill.	Oppose	Dead	2. Support Efforts to Keep Milpitas Safe
10	AB 1532 (Haney)*	Office conversion projects.	This bill would allow developers of certain housing projects to convert office buildings into residential dwellings without needing additional permits or approvals. Additionally, it would exempt these conversions from impact fees, and would require local governments to review and approve these projects as a "use by right." Furthermore, it would establish a program to award funding to these "office conversion projects," and when approved, the state would reimburse local governments for the costs incurred.	Oppose	Dead	1. Protect Local Control
11	AB 1504 (McCarty)	Planning and Zoning: Electric Vehicle Charging Infrastructure: Public Right-Of-Way	This bill would expand administrative review requirements to charging stations installed in the public right-of-way and charging stations installed with a battery storage system.	Oppose	Dead	1. Protect Local Control
12	SB 423 (Wiener)	Land use: streamlined housing approvals: multifamily housing developments.	This bill would change the law for approving development projects. It would require local governments to approve certain types of development projects, such as multifamily housing developments, that meet certain objective planning standards. The standards would change to include deleting the standard that prohibits the project in a coastal zone, alternative definition for "affordable housing costs," and certification that wage	Oppose	Chaptered	1. Protect Local Control

			and labor standards will be met. It would also allow the Department of General Services to act in the place of a locality or local government at their discretion. The bill would prohibit public oversight of the development and require reimbursement to local agencies and school districts if otherwise mandated.			
13	AB 1572 (Friedman)	Potable Water: nonfunctional turf	Would make legislative findings and declarations concerning water use, including that the use of potable water to irrigate nonfunctional turf is wasteful and incompatible with state policy relating to climate change, water conservation, and reduced reliance on the Sacramento-San Joaquin Delta ecosystem. The bill would direct all appropriate state agencies to encourage and support the elimination of irrigation of nonfunctional turf with potable water.	Neutral if amended	Chaptered	8. Promote Livability and Environmental Stewardship
14	AB 84 (Ward)	Property tax: welfare exemption: affordable housing.	This bill would create a partial exemption from property taxes for rental housing and related facilities owned or operated by certain types of non-profit entities if certain conditions are met, such as, financing from qualified 501(c)(3) bonds, deed restrictions or regulatory agreements with lower income rental rates. It would also provide that this partial exemption is available for property subject to legal restriction providing units for lower income households, and would require an affidavit accompanying the claim for exemption. This bill would also require the county assessor to conditionally grant the exemption and would require reimbursement for certain costs mandated by the state. It would take effect immediately as a tax levy.	Oppose	Chaptered	1. Protect Local Control

* A letter opposing AB 1532 was not sent forward as the bill is no longer moving forward. However, staff has left the bill on the above list to track the City position for future reference if this bill were to proceed again in a future legislative session

State and Federal Earmark Funding requests

Most years, earmark funding is available at the State and Federal levels. In the 2022 legislative session, the City received \$5.5 million in earmark funding as follows:

1. Carbon Neutral Homes Incentive Program (\$3 million from State of California);
2. Homelessness Prevention and Unhoused Services (\$1.5 million from State of California);
3. Bike Lanes Facility Enhancement Project (\$1 million from State of California)

Staff submitted additional funding requests in 2023 for various projects and received a total of \$2 million (\$1.5 million for Milpitas SMART from the State of California and \$500,000 for Main Street from the Federal Government). Staff has already received a check from the State for the Milpitas SMART funding. For the Main Street funding, it appears that this still needs to receive final Federal Budget approvals before staff is able to access the funding.

As noted in the background section of this report, Mayor Carmen Montano sent a letter to State and Federal legislative leaders regarding potential priority projects for earmarks in 2024. Staff will work with staff from legislative offices and the City's legislative consultants to determine which of these projects, or other projects, may fit best for potential earmarks and submit those requests formally to State and Federal legislative offices over the next few months.

FISCAL IMPACT:

Any fiscal impact will be identified when, and if, the implementation of a particular legislation requires Council approval or funding. This would typically be as part of the City's annual budget approval process.

California Environmental Quality Act (CEQA):

The action is an organizational or administrative activity of the City government that will not result in direct or indirect physical changes in the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

RECOMMENDATION:

Review and Accept the 2023 Legislative Season Action Report, Including an Update on 2023 State and Federal Earmark Requests.

Attachment(s):

- (a) Legislative Advocacy Policy and Legislative Guiding Principles
- (c) City of Milpitas 2024 Project and Program Priorities for Potential Earmarks
- (d) Summary of Final Outcomes of 2023 State bills upon which City took positions



CITY OF MILPITAS

Revision	Date
Original	5/18/2021

CITY COUNCIL POLICY

Policy No: 1-2	LEGISLATIVE ADVOCACY POLICY	Effective Date: 5/18/2021
Revision No: N/A	Policy Administrator: City Manager	Next Review Due: Click or tap to enter a date.
Related Policies and Procedures: Click or tap here to enter text.	Approved by: City Council, 5/18/2021, Item # C9: 5-0 vote	Date Approved: 5/18/2021

1. PURPOSE

- 1.1. To establish clear guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government and to provide guidance for City officials who serve on regional, state, and national boards, committees, and commissions when they are asked to review public policy matters and issues.

2. POLICY

- 2.1. This policy outlines the guiding principles and process to enable a comprehensive review of legislation affecting the City of Milpitas, seek Council's position on proposed legislation, and to make the City's position known.
- 2.2. All legislative reviews shall be made on the basis of the effect on the City and the community as a whole, and taking into account existing City positions, policies, or goals.
- 2.3. The City shall support the legislative positions of the Cities Association of Santa Clara County, League of California Cities, and the National League of Cities, on priority bills that benefit the City of Milpitas.
- 2.4. The City shall adopt Legislative Guiding Principles (LGP) based on approved Council Priority Areas, the adopted General Plan, the Economic Development Strategy, and other Council approved master plans and strategic plans.
- 2.5. On an annual basis, the LGP shall be updated as needed, and shall be approved by the City Council at the beginning of the calendar year.

3. DEFINITIONS

- 3.1. The following definitions are provided solely as a guide to assist in the application of this policy and may be subject to change.
 - 1.1.1. Department – Includes all City departments and offices
 - 1.1.2. Economic Development Strategy – A five year strategy document adopted by the City Council in May 2020
 - 1.1.3. General Plan – A comprehensive planning document adopted by the Council in March 2021



CITY OF MILPITAS

Revision	Date
Original	5/18/2021

LEGISLATIVE ADVOCACY POLICY / POLICY # 1-2

- 1.1.4. Legislative Advocacy – A position of support or opposition to proposed legislation
- 1.1.5. Legislative Guiding Principles – Principles adopted on an annual basis by the City Council to guide the City's position on proposed legislation
- 1.1.6. Milpitas Municipal Code – Codification of the General Ordinances of Milpitas

4. PROCEDURE

- 4.1. Legislation and issues of interest are brought to the City's attention through several means: League of California Cities, National League of Cities, Cities Association of Santa Clara County, Councilmembers, legislators, City staff, community members, and professional or governmental organizations. All legislation or issues of interest shall be referred to the City Manager's Office.
- 4.2. City Manager's Office (CMO) shall review the proposed legislation and, if warranted, request assistance from the City Attorney and/or from one or more departments.
- 4.3. The process for evaluation and action related to proposed legislation of particular interest to the City shall be as follows:
 - 1.1.1. CMO/Department shall evaluate the proposed bill for its impact on Milpitas, recommend a position and potential action, and draft a position statement or support/opposition letter.
 - 1.1.2. If Council has previously adopted a policy directly relevant to the proposed legislation or if the proposed legislation is generally consistent with the City's Legislative Guiding Principles, the Mayor or City Manager may sign a letter supporting or opposing legislation on behalf of the City as further detailed below.
 - 1.1.3. If there is no Council policy relative to the legislation, the issue is politically controversial, or there is significant community interest in the issue, the proposed legislation, including a recommendation to support, remain neutral, or oppose the legislation, will be brought to Council for consideration.
 - 1.1.4. Letters and other communications expressing the City's position on legislation will bear the signature of the Mayor in accordance with the Milpitas Municipal Code. If the legislation will mainly impact the City's operations, the communication may be signed by the City Manager or designee.
 - 1.1.5. In order to keep the City Council informed of all City communications on legislation, copies of the letter or summary of actions will be distributed to the City Council as information items.
- 4.4. Quarterly legislative updates on items of interest will be provided to the City Council.



Revision	Date
Original	5/18/2021

LEGISLATIVE ADVOCACY POLICY / POLICY # 1-2

CITY OF MILPITAS – LEGISLATIVE GUIDING PRINCIPLES

1. Protect Local Control

The City values its ability and authority to exercise local control, enable excellent public services and protect and enhance the quality of life for Milpitas residents and businesses. The City supports efforts to streamline regulations that benefit the administration of the City and opposes efforts that erode the City's authority to control its own affairs.

2. Support Efforts to Keep Milpitas Safe

The City supports legislation and policies that enable local officials to access resources to provide quality police, fire, emergency management, emergency medical services, youth violence prevention initiatives, and to engage the community in its own safety.

3. Support Efforts to Create Affordable Housing

The City supports legislation and policies that enable local officials to access resources to support the creation of affordable housing and to strive for a balance of jobs and housing in each city across the region.

4. Support City's Vision for Strategic, Sustainable, and Smart Growth

The City strives to foster economic development, including planning and implementation of regional transportation and traffic congestion relief projects. The City supports legislation and policies that support local initiatives to develop or redevelop the community to strengthen the local and regional economy, to accommodate local workers' housing needs in places close to transit and jobs, and to continually improve services provided to the community.

5. Protect and Increase Local Funding, No Unfunded Mandates

The City opposes legislation, policies, or budgets that have negative impacts on City services, revenues or costs. The City supports efforts that protect and enhance local governments' revenues, maximize access to State and Federal funding sources, and increase local funding flexibility including legislation that allows the City to recover costs related to state and federal mandates.

6. Pursue or Retain Federal and State Funding for Key Efforts

In order to support the City's efforts and key policies to provide quality services, affordable housing, transportation, and public infrastructure for its residents and businesses, and to fund the needed strategic support services, it is necessary that the federal and state governments act as partners with local government and provide appropriate levels of funding for these City and regional efforts.

7. Support and Promote Inclusive Communities

The City values diversity and recognizes all residents, including immigrants, as valuable contributors to our community's success. Support legislation that helps our residents be safe, healthy, and able to thrive, while providing opportunities to actively engage in civic, cultural, and economic life.



CITY OF MILPITAS

Revision	Date
Original	5/18/2021

LEGISLATIVE ADVOCACY POLICY / POLICY # 1-2

8. Promote Livability and Environmental Stewardship

The City values a sustainable quality of life in an urban environment. The City supports legislation and policies that emphasize sustainable development; improve environmental standards and the regulatory process; provide incentives and financial support for preservation of natural resources; promote sustainable energy and water policies; and support efforts to mitigate odor issues.

9. Promote Investment in Infrastructure

The City supports legislation and policies that promote investing in the maintenance and rehabilitation of aging infrastructure and build system capacity expansion in a smart and sustainable manner.



OFFICE OF MAYOR CARMEN MONTANO

City of Milpitas

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

January 12, 2024

Honorable Assemblymember Alex Lee
1313 North Milpitas Boulevard, Suite 255
Milpitas, CA 95035

via E-mail:
anurag.pal@asm.ca.gov

RE: City of Milpitas Priority Projects for 2024

Dear Assemblymember Lee,

On behalf of the City of Milpitas, I want to thank you again for your strong support for your hometown of Milpitas in prior year's State budget processes, including, but not limited to, the funding homeless services, Milpitas SMART, bicycle lanes and more. As we move forward into 2024, I am sending you this list of priority projects in Milpitas that may be a match with potential areas of funding in the upcoming State budget process. Our City Manager's Office will continue to work with your team on determining which of these projects may best match with your priorities. In the meantime, I wanted to provide you this list in advance in case you had any specific projects, programs, or priorities that you would like to discuss with me further.

- **Milpitas Community Center Resiliency Project, 457 East Calaveras Boulevard, Milpitas, California:**

The well-used Milpitas Community Center (MCC) has not had major renovations in nearly 40 years. The City has applied for a State grant through the Strategic Growth Council for \$3.5 million but needs approximately \$8 million to complete all repairs to continue to serve the community year-round and during disasters. As part of the grant request, the City requested funding for the replacement of the roof and HVAC system to allow for continued long-term use of the center along with the installation of a unisex restroom and children's education garden. These improvements would strengthen the services and resources provided to the community. Additionally, the roof and HVAC system replacement will ensure the MCC's continued use as a warming/cooling center during periods of extreme weather. While the entire Milpitas community would benefit from these improvements, both Seniors and lower income residents would be the primary beneficiaries as they often need additional support for day-to-day resilience as well as support during climate advisories or other emergencies.

The MCC serves as the primary community center for three Low Income Community census tracts as shown on the California Climate Investments Priority Populations 2023 GIS website: [Priority Populations 2023 \(ca.gov\)](https://climateinvestments.ca.gov/priority-populations).



The City has funded \$285,000 for design work and is seeking an additional \$3.5 million to \$8 million for construction. The lower range of this request would meet the needs for the most urgent roofing, mechanical and communication systems including HVAC and internet needs and the larger range of this request would perform all major upgrades required for the center.

The City of Milpitas has applied for a California Strategic Growth Council Community Resilience Center grant for this project which, if received, would provide approximately \$3 million in construction dollars towards this project. The City expects to hear the results of this grant in March 2024: <https://sgc.ca.gov/programs/community-resilience-centers/>.

- **Main Street Revitalization:**

The Milpitas Gateway-Main Street Specific Plan will provide a vision and policy framework to shape the continued transformation of this auto-oriented commercial area into a vibrant, mixed-use and more pedestrian-oriented community. The vision calls for a revitalized Main Street that includes housing, retail, entertainment, commercial and park spaces, and a safe and attractive pedestrian and bicycle network. Further planning information can be found here: milpitasmainstreet.org. The Main Street lighting project is a key shovel-ready priority project intended to spur economic development activities, including the retention and expansion of local small businesses. This estimated \$7.8 million project consists of design and placement of new streetlights and signal improvements along Main Street from Carlo Way to Great Mall Parkway. The project is divided into three phases. Design is completed for the first phase (Carlo to Corning) and construction is estimated at \$2.4 million. The City received a federal community project funding allocation of \$500,000 for this project in calendar year 2023, however an additional \$1.9 million is required/requested to complete the project.

- **Cardoza Park Softball Fields Improvement; Kennedy Drive and North Park Victoria Drive, Milpitas, California:**

The Police Athletic League Milpitas North Valley Softball League, formerly known as Milpitas North Valley Bobby Sox, has offered inclusive softball activities for Milpitas youth annually for over two decades focusing on giving young girls in our community the confidence and leadership skills to succeed in life, while also being active and healthy using the fundamentals of athletics. For most of the program's life, it was held at the Russell Middle School Bobby Sox fields, owned by the Milpitas Unified School District (MUSD). In 2021, MUSD renovated the school fields for multi-use play with a track, soccer field, and small softball field. To support the continuation of softball league activities, the City temporarily transitioned the PAL Softball Program to Dixon Landing Park Sports fields. Aside from the youth players and their families, thousands of interleague players and spectators stretching from San Lorenzo to the Central Valley, visit Milpitas for team play, scrimmages, and tournaments.

In December 2021, the City Council approved the City's Parks Master Plan, which plans for four softball fields at Cardoza Park to ensure a permanent home for Milpitas softball activities.

Cardoza Park is located inside an AB 1550 Designated Low Income Community and, once renovated, would serve as the primary youth softball complex for three Low Income Community census tracts as shown on the California Climate Investments Priority Populations 2023 GIS website: [Priority Populations 2023 \(ca.gov\)](https://climateinvestments.ca.gov/priority-populations).

As part of the FY 2023-2027 Capital Improvement Program, the City Council has allocated \$800,000 towards project planning and design. Remaining costs are estimated at \$7 million. The City requests support for \$7 million for the construction costs for the project.

- **Fire Department Urban Search & Rescue Vehicle (State and Federal request):**

In the year 2000, the Milpitas Fire Department acquired a heavy rescue apparatus (USAR-86). The primary mission of a heavy rescue apparatus is to provide the Fire Department with a multifunction vehicle that can carry and rapidly deploy the thousands of pounds of heavy rescue equipment required to respond to the myriad of Special Operations and Technical Rescue Incidents expected of an urban “all hazards” fire department. The current equipment is at the end of its useful life.

The City has allocated nearly \$400,000 for this equipment. The City requests support for the remaining \$1.2 million in public funding necessary to purchase the new equipment.

- **Calaveras Boulevard Widening, Milpitas, California:**

This project provides for the replacement of the Calaveras Boulevard vehicle bridges between Milpitas Boulevard and Abel Street. These bridge structures were constructed in the early 1970s and are reaching the end of their service life, and the structures do not have adequate bicycle and pedestrian facilities. The City of Milpitas and the Valley Transportation Authority are partnering on the design and construction of a replacement bridge structure. The replacement structure will accommodate up to three vehicle travel lanes including a wide bike lane and sidewalk in each direction. State Route 237 (Calaveras Boulevard) is owned by the State of California, and the City is the local project sponsor. At this time, project design and environmental work is fully funded. An additional \$15 million to \$22 million will be needed in two years for land acquisition, followed by an estimated \$150 million to \$210 million for construction. The City requests funding support for all or a portion of the land acquisition costs.

- **Milpitas Sports Center Football Bleacher Replacement; 1325 East Calaveras Boulevard, Milpitas, California (State request):**

The project provides for the design and construction of the westerly football bleachers at the Milpitas Sports Center Complex. The bleachers were installed in the 1970s and are not in compliance with current building code and ADA regulations. Work includes removal of existing bleachers, installation of new bleachers that are compliant with the current building code and ADA regulations, providing ADA accessible routes and pathways, and storm drain improvements to comply with State regulations.

The Milpitas Sports Center is located inside an AB 1550 Designated Low Income Community and serves as the primary public sports center for three Low Income Community census tracts as shown on the California Climate Investments Priority Populations 2023 GIS website: [Priority Populations 2023 \(ca.gov\)](https://climateinvestments.ca.gov/priority-populations).

The City has funded \$200,000 for planning and design work and is seeking an additional \$1,500,000 for construction.

- **Sandalwood Park Renovation, Sandalwood Court, Milpitas, California:**

Sandalwood Park is a large, primarily turf park with a variety of mature trees, outdated play equipment, picnic areas, horseshoe pits and seating. Currently the park requires renovation due to a lack of ADA compliant furnishings and play equipment, aging amenities and infrastructure and eroding pathways. This project provides for the design and construction of improvements to Sandalwood Park. This 3.9 acre park was constructed in 1978 and expanded in 1988. Improvements include a new picnic and playground area, ADA access and pathway improvements, renovation of irrigation and landscaping, and installation of a restroom.

Sandalwood Park is located within a 10 minute walk from an AB 1550 Designated Low Income Community as shown on the California Climate Investments Priority Populations 2023 GIS website: [Priority Populations 2023 \(ca.gov\)](https://climateinvestments.ca.gov/priority-populations).

The City has funded \$475,000 for design work (which is completed) and is seeking an additional \$2,500,000 for construction.

Sincerely,



Carmen Montano
Mayor, City of Milpitas

C: Milpitas City Council
Ned Thomas, City Manager
Matt Cano, Assistant City Manager



Joe A. Gonsalves & Son

Anthony D. Gonsalves

Jason A. Gonsalves

Paul A. Gonsalves

PROFESSIONAL LEGISLATIVE REPRESENTATION

925 L ST. • SUITE 250 • SACRAMENTO, CA 95814-3768

916 441-6697 • FAX 916 441-5061

Email: gonsalves@gonsalves.com



City of Milpitas, Legislative Summary 2023-2024

[AB 33](#)

(Bains D) Fentanyl Misuse and Overdose Prevention Task Force.

Current Text: Chaptered: 10/13/2023 [html](#) [pdf](#)

Introduced: 12/5/2022

Status: 10/13/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 887, Statutes of 2023.

Location: Assembly Chaptered

Calendar:

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, subject to an appropriation, establish the Fentanyl Misuse and Overdose Prevention Task Force to undertake various duties relating to fentanyl misuse, including, among others, collecting and organizing data on the nature and extent of fentanyl misuse in California and evaluating approaches to increase public awareness of fentanyl misuse. The bill would require the task force to be cochaired by the Attorney General and the State Public Health Officer, or their designees, and would specify the membership of the task force.

[AB 84](#)

(Ward D) Property tax: welfare exemption: affordable housing.

Current Text: Chaptered: 10/11/2023 [html](#) [pdf](#)

Introduced: 12/16/2022

Status: 10/11/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 734, Statutes of 2023.

Location: Assembly Chaptered

Calendar:

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: (1) Existing property tax law, in accordance with the California Constitution, provides for a "welfare exemption" for property used exclusively for religious, hospital, scientific, or charitable purposes and that is owned or operated by certain types of nonprofit entities, if certain qualifying criteria are met. Existing law defines "property used exclusively for religious, hospital, or charitable purposes" to include facilities in the course of construction on or after the first Monday of March 1954, as specified. This bill would expand this partial exemption to property acquired, rehabilitated, developed, or operated, or any combination of these factors, with financing from qualified 501(c)(3) bonds, as defined.

[AB 367](#)

(Maienschein D) Controlled substances: enhancements.

Current Text: Amended: 3/22/2023 [html](#) [pdf](#)

Introduced: 2/1/2023

Status: 2/1/2024-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.

Location: Assembly Dead

Calendar:

Dead	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law imposes an additional and consecutive 3- or 5-year term in the state prison on a person who personally inflicts great bodily injury on a person in the commission of a felony, as specified. This bill, until January 1, 2029, would state that, for purposes of this enhancement, a person inflicts great bodily injury when they sell, furnish, administer, or give away fentanyl or an analog of fentanyl and the person to whom the substance was sold, furnished, administered, or given suffers a significant or substantial physical injury from using the substance. The bill would specify that this provision does not apply to juvenile offenders.

[AB 474](#)**(Rodriguez D) State Threat Assessment Center: transnational criminal organizations.****Current Text:** Vetoes: 10/9/2023 [html](#) [pdf](#)**Introduced:** 2/7/2023**Status:** 1/30/2024-Consideration of Governor's veto stricken from file.**Location:** Assembly Vetoes**Calendar:**

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Existing law, the California Emergency Services Act, creates, within the office of the Governor, the Office of Emergency Services, which is responsible for addressing natural, technological, or human-caused disasters and emergencies, including responsibility for activities necessary to prevent, respond to, recover from, and mitigate the effects of emergencies and disasters to people and property. This bill would find and declare that the State Threat Assessment Center (STAC) serves as California's information-sharing clearinghouse of strategic threat analysis and situational awareness reporting for statewide leadership and the public safety community, as specified, and that the STAC is California's state primary fusion center, as designated by the Governor, and is operated by the Department of the California Highway Patrol, the Office of Emergency Services, and the Department of Justice. The bill would make other findings and declarations related to drug trafficking and transnational criminal organizations. This bill contains other related provisions and other existing laws.

[AB 742](#)**(Jackson D) Law enforcement: police canines.****Current Text:** Amended: 5/18/2023 [html](#) [pdf](#)**Introduced:** 2/13/2023**Status:** 2/1/2024-Died on inactive file.**Location:** Assembly Dead**Calendar:**

Dead	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would prohibit the use of an unleashed police canine by law enforcement to apprehend a person unless the person is being pursued for a felony that threatened or resulted in the death of or serious bodily injury to another person and the person poses an imminent danger of death or serious bodily injury to the officer or to another person and any use of a police canine for crowd control. The bill would prohibit a police canine from being used to bite unless there is an imminent threat of death or serious bodily injury to the officer or another person by the person against whom the canine is used. The bill would attribute the death of or serious bodily injury to a person caused by a police canine to the canine's handler as constituting deadly force. The bill would prohibit law enforcement agencies from authorizing any use or training of a police canine that is inconsistent with this bill.

[AB 955](#)**(Petrie-Norris D) Controlled substances.****Current Text:** Amended: 3/15/2023 [html](#) [pdf](#)**Introduced:** 2/14/2023**Status:** 2/1/2024-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.**Location:** Assembly Dead**Calendar:**

Dead	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law makes possession of specified controlled substances, including fentanyl, punishable by imprisonment in a county jail not to exceed one year, except as specified. Current law makes possession of a controlled substance for the purposes of sale of the substance punishable by imprisonment in a county jail for a period of 2, 3, or 4 years. This bill would make the sale of fentanyl on a social media platform, as defined, in California punishable by imprisonment in a county jail for a period of 3, 6, or 9 years.

[AB 1175](#)**(Quirk-Silva D) Outdoor advertising displays: redevelopment agency project areas.****Current Text:** Chaptered: 10/7/2023 [html](#) [pdf](#)**Introduced:** 2/16/2023**Status:** 10/7/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 361, Statutes of 2023.**Location:** Assembly Chaptered**Calendar:**

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Outdoor Advertising Act provides for the regulation by the Department of Transportation of an advertising display, as defined, within view of public highways. The act regulates the placement of an off-premises advertising display along highways that generally advertises business conducted or services rendered or goods produced or sold at a location other than the property where the display is located. The act

does not apply to an on-premises advertising display, which generally advertises business conducted or services rendered or goods produced or sold at the location where the display is located. However, until January 1, 2023, the act treats an off-premises advertising display developed as part of and within the boundary limits of a redevelopment agency project, as those boundaries existed on December 29, 2011, as an on-premises advertising display if it meets certain criteria, subject to an extension beyond January 1, 2023, not to exceed the expiration of the redevelopment project area, upon a showing of good cause, as specified, to the department by the applicable city, county, or city and county. Current law requires the advertising copy of these advertising displays within redevelopment agency boundary limits to advertise only the businesses or activities operating within those boundary limits, imposes other related display requirements, and requires a city, county, or city and county to annually certify to the department that these advertising copy requirements are met. Current law requires that a redevelopment area advertising display be removed by January 1, 2023, or by the end of any applicable extension, unless it qualifies as a lawful display under the act, without the payment of any compensation to the owner or operator. This bill would, instead, treat an off-premises advertising display within the boundary limits of a redevelopment agency project, as detailed above, that meets the applicable criteria as an on-premises advertising display until January 1, 2026, would eliminate the authorization for an extension for good cause, would eliminate the requirements regarding advertising copy, and would eliminate the explicit requirement that the display be removed without compensation to the owner or operator.

[AB 1504](#)

(McCarty D) Planning and zoning: electric vehicle charging infrastructure: public right-of-way.

Current Text: Amended: 4/11/2023 [html](#) [pdf](#)

Introduced: 2/17/2023

Status: 2/1/2024-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.

Location: Assembly Dead

Calendar:

Dead	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law requires every city, county, and city and county to administratively approve an application to install electric vehicle charging stations and hydrogen-fueling stations through the issuance of a building permit or similar nondiscretionary permit and requires the review of an application to install an electric vehicle charging station or a hydrogen-fueling station to be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law. Current law prohibits a city, county, or city and county from denying an application for a use permit to install an electric vehicle charging station or a hydrogen-fueling station unless it makes written findings that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. Current law requires that any conditions imposed on an application to install an electric vehicle charging station or a hydrogen-fueling station be designed to mitigate the specific, adverse impact upon the public health or safety at the lowest cost possible. Current law defines "electric vehicle charging station" or "charging station" for these purposes. Existing law repeals these provisions as they pertain to hydrogen-fueling stations on January 1, 2030. This bill would provide that the provisions described above do not apply to applications to install an electric vehicle charging station or hydrogen-fueling station in a public right-of-way.

[AB 1527](#)

(Zbur D) Taxation.

Current Text: Introduced: 2/17/2023 [html](#) [pdf](#)

Introduced: 2/17/2023

Status: 2/1/2024-Died at Desk.

Location: Assembly Dead

Calendar:

Dead	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law provides for the imposition, calculation, and administration of various taxes, including, among others, the sales and use tax, the personal income tax, and the corporation income tax. This bill would state the intent of the Legislature to enact legislation relating to taxation.

[AB 1532](#)

(Haney D) Office conversion projects.

Current Text: Introduced: 2/17/2023 [html](#) [pdf](#)

Introduced: 2/17/2023

Status: 2/1/2024-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.

Location: Assembly Dead

Calendar:

Dead	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: The Planning and Zoning Law requires the legislative body of each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city that includes, among other mandatory elements, a housing element. Under that law, supportive housing, as defined, is a

use by right in zones where multifamily and mixed uses are permitted if the developer provides the planning agency with a plan for providing supportive services and the proposed housing development meets specified criteria. This bill would make an office conversion project, as defined, that meets certain requirements a use by right in all areas regardless of zoning. The bill would define "office conversion project" to mean the conversion of a building used for office purposes or a vacant office building into residential dwelling units. The bill would define "use by right" to mean that the city or county's review of the office conversion may not require a conditional use permit, planned unit development permit, or other discretionary city or county review or approval that would constitute a "project" for purposes of the California Environmental Quality Act, as specified.

SB 43

(Eggman D) Behavioral health.

Current Text: Chaptered: 10/10/2023 [html](#) [pdf](#)

Introduced: 12/5/2022

Status: 10/10/2023-Approved by the Governor. Chaptered by Secretary of State. Chapter 637, Statutes of 2023.

Location: Senate Chaptered

Calendar:

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Lanterman-Petris-Short Act provides for the involuntary commitment and treatment of a person who is a danger to themselves or others or who is gravely disabled. Current law, for purposes of involuntary commitment, defines "gravely disabled" as either a condition in which a person, as a result of a mental health disorder, is unable to provide for their basic personal needs for food, clothing, or shelter or has been found mentally incompetent, as specified. This bill expands the definition of "gravely disabled" to also include a condition in which a person, as a result of a severe substance use disorder, or a co-occurring mental health disorder and a severe substance use disorder, is, in addition to the basic personal needs described above, unable to provide for their personal safety or necessary medical care, as defined.

SB 363

(Eggman D) Facilities for inpatient and residential mental health and substance use disorder: database.

Current Text: Amended: 5/18/2023 [html](#) [pdf](#)

Introduced: 2/8/2023

Status: 9/1/2023-September 1 hearing: Held in committee and under submission.

Location: Assembly Appropriations Suspense File

Calendar:

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require, by January 1, 2026, the State Department of Health Care Services, in consultation with the State Department of Public Health and the State Department of Social Services, and by conferring with specified stakeholders, to develop a real-time, internet-based database to collect, aggregate, and display information about beds in specified types of facilities, such as chemical dependency recovery hospitals, acute psychiatric hospitals, and mental health rehabilitation centers, among others, to identify the availability of inpatient and residential mental health or substance use disorder treatment. The bill would require the database to include a minimum of specific information, including the contact information for a facility's designated employee, the types of diagnoses or treatments for which the bed is appropriate, and the target populations served at the facility, and have the capacity to, among other things, enable searches to identify beds that are appropriate for individuals in need of inpatient or residential mental health or substance use disorder treatment.

SB 423

(Wiener D) Land use: streamlined housing approvals: multifamily housing developments.

Current Text: Chaptered: 10/11/2023 [html](#) [pdf](#)

Introduced: 2/13/2023

Status: 10/11/2023-Approved by the Governor. Chaptered by Secretary of State. Chapter 778, Statutes of 2023.

Location: Senate Chaptered

Calendar:

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize the Department of General Services to act in the place of a locality or local government, at the discretion of that department, for purposes of the ministerial, streamlined review for development in compliance with the specified-described requirements on property owned by or leased to the state. The bill would extend the operation of the streamlined, ministerial approval process to January 1, 2036. The bill would provide that the streamlined, ministerial approval process does not apply to applications for developments proposed on qualified sites, defined as a site that is located within an equine or equestrian district and meets certain other requirements, that are submitted on or after January 1, 2024, but before July 1, 2025. This bill would modify the specified-described objective planning standards, including by revising

the standard that prohibits a multifamily housing development from being subject to the streamlined, ministerial approval process if the development is located in a coastal zone to apply only if the development located in the coastal zone meets any one of specified conditions. The bill would require that a development located in a coastal zone that satisfies the specified conditions obtain a coastal development permit. The bill would require a local government to approve a coastal development permit if it determines that the development is consistent with all objective standards of the local government's certified local coastal program, as specified. The bill would provide that the changes made by this act would apply in a coastal zone on or after January 1, 2025. This bill would modify the objective planning standard that prohibits a development subject to the streamlined, ministerial approval process from being located in a high fire severity zone by deleting the prohibition for a development to be located within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection, and would instead prohibit a development from being located within the state responsibility area, as defined, unless the site has adopted specified standards. The bill would also remove an exception for sites excluded from specified hazard zones by a local agency, as specified.

SB 719

(Becker D) Law enforcement agencies: radio communications.

Current Text: Amended: 1/23/2024 [html](#) [pdf](#)

Introduced: 2/16/2023

Status: 1/30/2024-Read third time. Refused passage. (Ayes 17. Noes 12.)

Location: Senate Third Reading

Calendar:

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes the Attorney General to adopt policies, procedures, and practices related to the use of the California Law Enforcement Telecommunications System (CLETS). These rules require a participating agency to restrict access to CLETS and define "access" as the ability to see or hear any information obtained from CLETS. This bill would require a law enforcement agency, including the Department of the California Highway Patrol, municipal police departments, county sheriff's departments, and specified local law enforcement agencies, to, by no later than January 1, 2025, ensure public access, in real time, to the radio communications of that agency, as specified. The bill would exempt university and college police departments from the public access requirement. By imposing new duties on local law enforcement, this bill would create a state-mandated local program.

Total Measures: 14

Total Tracking Forms: 120



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve an Amendment to the Agreement with Cornerstone Structural Engineering Group for Additional Design and Construction Services for S. Milpitas Boulevard Bridge at Penitencia Creek (Staff Contact: Michael Silveira, Public Works - Engineering Division Manager, 408-586-3303)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	2/20/2024
Recommendation:	Approve and authorize the City Manager to execute Amendment No. 1 to the Design Services Agreement with Cornerstone Structural Engineering Group in an amount not-to-exceed \$500,000.00 for additional design and construction services for S. Milpitas Boulevard Bridge at Penitencia Creek - Project No. 2016.

BACKGROUND:

The South Milpitas Boulevard Bridge at Penitencia Creek, Project No. 2016 ("Project") is included in the adopted 2024-2028 Capital Improvement Program (CIP). The project provides for the design and construction of a vehicular bridge over Penitencia Creek and the extension of South Milpitas Boulevard to connect to the new road between Sango Court and Tarob Court. The road network including the vehicular bridge is part of the Metro Area Specific Plan circulation infrastructure plan to provide vehicular, bicycle and pedestrian connectivity between parks, schools, Milpitas BART Station, The Great Mall, and residential neighborhoods.

The conditions of approval for 450 Montague development required LMC Milpitas Holding I, LLC (Developer) to complete the feasibility, design and construction drawings for the vehicle bridge over East Penitencia Creek at the end of S. Milpitas Blvd. The Developer assembled a design team based on their technical expertise in various disciplines that included Cornerstone Structural Engineering Group (Structural), Carlson, Barbee & Gibson, Inc. (Civil), ENGEO (Geotechnical) and Schaaf & Wheeler (Hydrology/Hydraulics). Due to several unforeseen factors such as requirements for federal earmarks, environmental clearance, and progression of surrounding development, it was in the best interest of the City to assume all the project management duties including consultant agreements to complete the bridge design. On October 2, 2023, the City executed a Design Services Agreement with Cornerstone Structural Engineering Group (CSEG) as the primary consultant in the amount of \$652,848 to complete construction drawings, assistance in the permitting and environmental clearance, and construction support for the Project. The project is currently in design phase and is expected to be completed by the end of 2024.

ANALYSIS:

In March 2022, the Project was selected to receive a three-million-dollar federal earmark through the Community Project Funding/Congressionally Directed Spending bill for the construction of the bridge over Penitencia Creek and extension of the S. Milpitas Boulevard to Tarob Court to supplement the construction budget shortfall. After discussions with Caltrans who administers the approval process on behalf of the Federal Government, the Project is required to complete Caltrans' E-76 process and obtain National Environmental Protection Act (NEPA) and Right of Way clearance of all the improvements stated in the description of the earmark prior to obtaining project authorization to bid. As the design for road extension was not included in agreement with CSEG, staff is currently negotiating a scope of work and fee to perform additional design and construction services which includes supplemental survey and geotechnical exploration, the design of

extension of the South Milpitas Boulevard to the new road between Sango and Tarob on the City owned parcel located at 1981 Tarob Court, coordination with the Toll Brothers, the developer of 1905 Tarob Court (GeoMax 2), and construction support.

Staff is recommending City Council approve and authorize the City Manager to negotiate and execute Amendment No. 1 to the Design Agreement with Cornerstone Structural Engineering Group for additional design and construction support services in the amount not to exceed of \$500,000 which will increase the agreement potentially from \$652,848 to \$1,252,848. Staff recommendation is to prepare a contract documents package ready for review within nine months in order to provide Caltrans sufficient time to complete their review which can take up to six months. The Project must receive authorization for bid by Caltrans prior to the obligation deadline of September 30, 2025 according to requirements of the earmark.

POLICY ALTERNATIVES:

Alternative: Not approving and authorizing the City Manager to negotiate and execute Amendment No. 1 to the Design Agreement with Cornerstone Structural Engineering Group for additional design and construction support services.

Pros: None.

Cons: The design of extension of South Milpitas Blvd. will not move forward and submittal of the construction documents package to Caltrans will extend the construction schedule risking losing the \$3 million earmark because Caltrans could not provide a timely project authorization to bid prior to the obligation deadline of September 30, 2025.

Reason for Not Recommending: The Project will continue to have a construction budget shortfall of \$3 million and will be required to either eliminate scope of work such as the architectural enhancement or be postponed until funding is fully secured by other sources such as General Fund, TASP Impact Fees, or another grant.

FISCAL IMPACT:

Adequate funds are available in the Project budget and no additional funding appropriation is required. Funding source for CIP 2016 South Milpitas Blvd. Vehicle Bridge at Penitencia comes from TASP Impact Fees. As of February 12, 2024, the balance in CIP 2016 is \$4,370,124.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The environmental consultant is currently working with Caltrans to perform additional study pursuant to NEPA and finalizing the appropriate CEQA analysis for the project.

RECOMMENDATION:

Approve and authorize the City Manager to execute Amendment No. 1 to the Design Services Agreement with Cornerstone Structural Engineering Group in an amount not-to-exceed \$500,000.00 for additional design and construction services for S. Milpitas Boulevard Bridge at Penitencia Creek, Project No. 2016.

ATTACHMENTS:

Original Agreement

**CITY OF MILPITAS
DESIGN SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into as _____ by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and **Cornerstone Structural Engineering Group, Inc.**, a California Corporation with its principal place of business at 986 W. Alluvial Ave., Suite 201, Fresno CA 93711 (hereinafter referred to as "Designer"). City and Designer are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

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

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

2.3 Project. City desires to engage Designer to render such services for the **S. Milpitas Boulevard Bridge Vehicle Bridge at Penitencia, CIP No. 2016** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Designer.

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

3.1.2 Term.

The term of this Agreement shall be from **September 25, 2023 to December 31, 2026**, unless earlier terminated as provided herein. The City reserves the right to review the Designer's performance at the end of each year and cancel all or part of the Agreement.

3.2 Project Designer; Key Personnel.

3.2.1 Project Designer. Designer shall name a specific individual to act as Project Designer, subject to the approval of City. Designer hereby designates **Shawn M. Cullers, (License No. S 5561)** to act as the Project Designer for the Project. The Project Designer shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Designer for all purposes under this Agreement; (3) supervise and direct the Services in accordance with the Standard of Care specified in Section 3.4 of this Agreement; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Designer shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new Project Designer shall be of at least equal competence as the prior Project Designer. In the event that City and Designer cannot agree as to the substitution of a new Project Designer, City shall be entitled to terminate this Agreement for cause.

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

Firm	Areas of Expertise and Scope of Work
Cornerstone Structural Engineering Group	Prime Consultant, Bridge Design
CBG, Inc.	Survey and Mapping, Roadway Design, Utility Coordination, Traffic Engineering
ENGEO, Inc.	Geotechnical Engineering
Schaaf & Wheeler	Hydrology/Hydraulics & Scour Engineering

3.3 Hiring of Consultants and Personnel.

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

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

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

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

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

3.4 Standard of Care.

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

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

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Designer shall keep itself reasonably informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Designer by law. Designer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Designer performs any work knowing it to be contrary to such laws, rules and regulations, Designer shall be solely responsible for all costs arising therefrom. Designer shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

3.5.5 Water Quality Management and Compliance.

(a) Compliance with Water Quality Laws, Ordinances and Regulations. Designer shall keep itself and all subcontractors, staff, and employees fully informed of and in

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

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

(c) Liability for Non-compliance.

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

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

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

3.6 Independent Contractor.

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

respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

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

3.7.2 Timely Performance Standard. Designer shall perform all Services hereunder as expeditiously as is consistent with ordinary professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Designer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Designer agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

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

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

3.7.5 Request for Excusable Delay Credit. The Designer shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant a reasonable extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Designer for extensions of time shall be an extension of the performance time at

no cost to the City. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Designer make an application for an extension of time, Designer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Designer Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.10 Compensation.

3.10.1 Designer's Compensation for Basic Services. City shall pay to Designer, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Six Hundred Fifty-Two Thousand Eight Hundred Forty-Eight Dollars (\$652,848)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Designer perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. If City requires Designer to hire consultants to perform any Additional Services, Designer shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Designer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

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

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

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

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

3.10.5 Withholding Payment to Designer. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Designer is liable under the Agreement or state law. Payments to the Designer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Designer shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from parties not within the Designer's reasonable control.

3.10.6 Prevailing Wages. Designer is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Designer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Designer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Designer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Designer's principal place of business and at the Project site. Designer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Designer or its consultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Designer and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor

Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

3.11 Notice to Proceed.

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

3.12 Termination, Suspension and Abandonment.

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

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

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Designer shall provide to City all preliminary studies, sketches, working drawings,

specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Designer's Services under this Agreement. Upon payment of the amount required to be paid to Designer pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Designer under this Agreement, provided that City shall hold harmless Designer for any such use without the ongoing involvement of Designer on the Project. Designer shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

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

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, design presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Designer or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Designer shall provide to City copies of all Project Documents required by City. In addition, Designer shall retain copies of all Project Documents on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Designer shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

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

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

3.13.5 Confidentiality. All Project Documents, either created by or provided to Designer in connection with the performance of this Agreement, shall be held confidential by Designer to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Designer for any purposes other than the performance of the Services. Designer shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Designer which is otherwise known to Designer or is generally known, or has become known, to the related industry shall be deemed confidential. Designer shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Designer shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner to the extent arising out of, pertaining to, or incident to any negligent acts, errors or omissions, or willful misconduct of Designer, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Designer's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Designer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Designer, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 If Designer's obligation to defend, indemnify, and/or hold harmless arises out of Designer's performance of "design professional" services (as that term is defined under

Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Designer's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Designer, and, upon Designer obtaining a final adjudication by a court of competent jurisdiction, Designer's liability for such claim, including the cost to defend, shall not exceed the Designer's proportionate percentage of fault.

3.14.3 To the fullest extent permitted by law, the City shall defend (with counsel of Designer's choosing), indemnify and hold the Designer, and its owners, officers, directors, shareholders, employees, volunteers, agents, consultants and subconsultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, in any manner to the extent arising out of, pertaining to, or incident to third party claims by residents, property owners and homeowners' associations at adjacent and nearby properties, for loss of privacy, loss of views, loss of light, loss of air, or in connection with the design or construction of the Project or any aspects of the Project, including but not limited to the pedestrian bridge and/or elevator tower. The City further covenants that if any such third party claims, demands, or lawsuits are asserted against City, City will not assert, and hereby waives, any claim, demand, indemnity claim, or lawsuit against Consultant.

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

3.16 Records.

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

3.17 Standardized Manufactured Items.

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

3.18 Limitation of Agreement.

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

3.19 Mediation.

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

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Designer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

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

3.22 No Third Party Rights.

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

3.23 Governing Law.

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

3.24 Exhibits and Recitals.

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

3.25 Severability.

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

3.26 Non-Waiver.

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

3.27 Safety.

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

3.28 Harassment Policy.

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

3.29 Delivery of Notices.

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

CITY:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035
Attn: Michael Silveira, CIP Manager

DESIGNER:

Cornerstone Structural Engineering Group
986 W Alluvial Avenue, Suite 201
Fresno, California 93711
Attn: Shawn M. Cullers

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

3.30 Time of Essence.

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

3.31 City's Right to Employ Other Consultants.

City reserves right to employ other consultants, including designers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Designer maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Designer, to solicit or secure this Agreement. Further, Designer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Designer, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

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

3.34 Labor Certification.

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

3.35 Wage Theft Certification.

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

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

THAT DESIGNER OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

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

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

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

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

3.36 Subcontracting.

As specified in this Agreement, Designer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.37 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.38 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND CORNERSTONE STRUCTURAL ENGINEERING GROUP, INC.**

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

CITY OF MILPITAS

Approved By:

Ned Thomas, Acting City Manager

Date

Approved As To Form:

Michael Mutalipassi, City Attorney

Approved:

Lauren Lai, CPA, MPA
Finance Director/Risk Manager

Approved As To Content:

Matt Cano
Deputy City Manager/Interim City Engineer

**CORNERSTONE STRUCTURAL
ENGINEERING GROUP, INC.**

Signature

Shawn M. Cullers
Name

President
Title

Date

EXHIBIT "A"
DESIGNER'S SCOPE OF SERVICES

See Attachment to this Exhibit A

EXHIBIT A

CITY OF MILPITAS – ENGINEERING DEPARTMENT

S. Milpitas Boulevard Bridge at Penitencia East Channel

SCOPE OF WORK (BASIC SERVICES)

May 18, 2023

Revised August 22, 2023

INTRODUCTION

The following scope of work consists of coordination with the CITY and the CITY's Art Consultant; updating the preliminary design drawings; and preparation of Construction Contract Documents for the construction of the proposed S. Milpitas Boulevard Bridge at Penitencia East Channel consisting of a single span cast-in-place reinforced concrete slab approximately 41 feet in length by 48 feet in width supported on seat type abutments founded on cast-in-drilled-hole concrete piles.

It is anticipated that the work outlined herein will extend over a period of approximately twenty-six months per the attached Draft Proposal Schedule. Within this Scope of Work, the City of Milpitas is referred to as the "CITY" and Cornerstone's team is collectively referred to as the "CONSULTANT." This is in reference to the entire consultant team consisting of:

Firm	Areas of Expertise and Scope of Work
Cornerstone Structural Engineering Group	Prime Consultant, Bridge Design
CBG, Inc.	Survey and Mapping, Roadway Design, Utility Coordination, Traffic Engineering
ENGEO, Inc.	Geotechnical Engineering
Schaaf & Wheeler	Hydrology/Hydraulics & Scour Engineering

PHASE 0 PROJECT MANAGEMENT

This Task commences with receiving the Notice-to-Proceed and concludes at the completion of the project. Key aspects of the Project Management program include attending the project kick-off meeting and Project Delivery Team (PDT) meetings; coordination with the CITY's Project Manager and regulatory agencies; developing and maintaining a project delivery schedule; providing Quality Assurance/Quality Control; and general coordination and communications.

CONSULTANT's Principal and Project Manager will direct and monitor project work activities in accordance with the contracted scope, schedule, and budget. CONSULTANT will monitor and keep CITY informed regarding the impact of design issues on the project budget and scope. Upon the request of the CITY, CONSULTANT shall incorporate into the design such reasonable changes as CITY deems appropriate as a result of the CITY's review processes and impact on the budget or engineer's estimate. If CONSULTANT disagrees with CITY's request, such disagreement will be registered in writing and CITY will attempt to reconcile such disagreement. If it is impossible to make reconciliation,

the written disagreement will become a part of the Project record and CONSULTANT shall then comply with CITY's request.

Deliverables:

- PDT Meeting Minutes
- Constructability Review Meeting Minutes
- Stakeholder Meeting Minutes

Task 0.1 Project Meetings

Upon request of CITY, CONSULTANT will attend up to ten (10) virtual meetings with CITY staff, Valley Water, and CITY's Art Consultant. CONSULTANT will prepare for and attend meetings as follows:

0.1.1 PDT Meetings

CONSULTANT will prepare for and attend virtual PDT meetings as requested by the CITY or as required for successful completion of the project. The goal of the PDT meetings is to discuss project status, schedule, and budget; to discuss critical project information and status across team disciplines and make decisions that could potentially affect the project design, scope, schedule, and budget. CONSULTANT will prepare meeting minutes documenting the discussions, conclusions and meeting action items and the responsible party.

0.1.2 Constructability Review Meeting

CONSULTANT will meet with the CITY's staff and project stakeholders for the 90% Constructability Review Meeting. It is assumed that the Constructability Review Meeting will coincide with scheduled PDT Meetings. CONSULTANT will prepare brief meeting minutes documenting the discussions, conclusions and meeting action items and the responsible party.

Deliverables:

- Meeting Agendas
- Attendee Sign In Sheets
- Meeting Minutes (Draft and Final)

Task 0.2 Project Coordination

This task includes coordination with affected regulatory agencies, project stakeholders, and utility owners.

0.2.1 Regulatory Agency and Stakeholder Coordination

In coordination with the CITY and at the CITY's direction, CONSULTANT will prepare exhibits to facilitate coordination between the CITY and other involved agencies concerning facilities to determine design requirements for the construction of the VOC. The following agencies and stakeholders are anticipated to be involved in the project:

- Army Corps of Engineers (ACOE)
- California Department of Fish and Wildlife (CDFW)
- Regional Water Quality Control Board
- Valley Water
- Property Owners including Toll Brothers (parcels within the project footprint)

It is assumed that all communication with the regulatory agencies and project stakeholders will be conducted by the CITY. If additional stakeholders are identified during the design process, coordination with those stakeholders can be accommodated with a budget modification.

Deliverables:

- Project descriptions and construction exhibits as required

0.2.2 Coordination with CITY's Other Consultants

In coordination with the CITY and at the CITY's direction, CONSULTANT will prepare exhibits and facilitate coordination between the CITY and other consultants that the CITY will be contracting separately with to determine design requirements for the construction of the VOC. The following consultants are anticipated to be involved in the project:

- Artik Art & Architecture (VOC Aesthetic Enhancement)
- David J. Powers (Environmental Permitting)

If additional consultants are identified during the design process, coordination with those consultants can be accommodated with a budget modification.

Task 0.3 Monthly Status Reports

0.3.1 Monthly Progress Reports

CONSULTANT will prepare monthly status reports addressing the progress of the project, project design schedule, decisions that must be made to keep the project on schedule, and a list of work that has been accomplished in the previous month and work forecasted for the upcoming month.

0.3.2 Project Delivery Schedule

CONSULTANT will provide a project delivery schedule for the tasks identified within this scope of services. The schedule will identify the major tasks to be completed, durations, and project milestones. CONSULTANT will provide a baseline project delivery schedule and will provide monthly updates to the CITY by the 20th day of each month.

Deliverables:

- Master (Baseline) Project Schedule
- Monthly Updated Project Schedule
- Monthly Project Status Reports

Task 0.4 Quality Control/Quality Assurance (QC/QA)

CONSULTANT will utilize a QC/QA plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability. QC/QA Manager will be assigned to the project whose responsibility will be to ensure the proper quality control procedures are in place and followed. The QC/QA plan will include procedures for reviewing deliverables including, but not limited to, conceptual plans, technical memorandums and reports, and cost estimates. Supporting documentation demonstrating that the QC/QA plan/process is being followed will be submitted to the CITY. This documentation may include copies of review comment forms, red-marked plans, QC/QA meeting minutes, etc.

PHASE 1 **INITIATION PHASE**

Task 1.1 Update Preliminary Design Drawings

This phase includes initiation and coordination with the CITY and CITY's art consultant to establish and approve the final scope of revisions to the VOC, including the VOC aesthetic enhancements discussed below. The revisions agreed to in this phase will be documented in the Basis of Design (BOD) Memorandum that will become the basis for the revisions to the previously submitted VOC plans and the basis for the final construction documents.

1.1.1 Coordinate with CITY's Art Consultant

CONSULTANT will coordinate the changes with the CITY's art consultant. CONSULTANT will assist the CITY's art consultant with the development of structural attachment details necessary for the aesthetic enhancements. Aesthetic enhancements are anticipated to consist of the following:

- A horizontal electrical wire chase/lighting containment will be mounted to the top of the vehicular barrier stem at each edge of deck.
- Lighting elements and electrical wiring will be installed within the wire chase/lighting containment and directed upward to illuminate the enhancement.
- Vertical painted steel tines that vary in height from a minimum of 16 inches above top of vehicular barrier stem to a maximum of 8 feet above top of vehicular barrier stem. The tines will be spaced at approximately 4 inches on center.

1.1.2 Supplemental Topographic Survey

CONSULTANT will conduct supplemental topographic survey of existing ground improvements and utilities to facilitate the final engineering design. Field survey will include S. Milpitas Boulevard cul-de-sac and City of Milpitas property for conforms and modifications. Obtain creek cross sections along Penitencia East Channel for bridge and access roads.

1.1.3 Update Preliminary Design Drawings

CONSULTANT will prepare an updated preliminary design package for the VOC based on the agreed revisions discussed in Task 1.1.1 and the new project limits established by CITY. In general, the project limits are as follows:

- North Side: Up to the cul-de-sac and Valley Water maintenance road.
- South Side: Up to the water/recycled water tie-in locations to the future road extension and Valley Water maintenance road embankments.
- East/West Sides: Nearest attainable touchdown locations of the Valley Water maintenance road embankments.

The drawings will depict required revisions to the previous VOC structural drawings and civil improvement drawings necessary to incorporate the CITY's proposed revisions. The following design drawings are anticipated to be updated as part of this phase:

1. Title, General Notes & Index
2. Overall Utility Map (water, recycled water, fiber, street light, etc.)

3. Plan and Profile – South Milpitas Boulevard
4. General Plan
5. Typical Section

Task 1.2 Basis of Design Memorandum

CONSULTANT will prepare a Basis of Design (BOD) Memorandum that supports the preliminary design drawing package and documents required revisions to the VOC prior to implementation in the construction documents. The Basis of Design Memorandum will include:

1. Updated Project Design Criteria
2. Revised Preliminary Design Drawings including limits of work, modifications to the existing cul-de-sac, Valley Water access, and EVA access.
3. Preliminary Construction Cost Estimate. The Basis of Design Memorandum will include a preliminary estimate of probable construction cost and will include details on the methodology used and assumptions utilized to generate the preliminary estimate.

Deliverables:

- Draft and Final Basis of Design Memorandum in PDF format
- Updated Preliminary Design Drawings in PDF format

PHASE 2 **FINAL WORKING DRAWINGS AND SPECIFICATIONS**

Task 2. 1 **Final Working Drawings and Specifications**

Upon receipt of specific written approval of the Basis of Design Memorandum described in Task 1.3, CONSULTANT will prepare and submit Final Working Drawings and Specifications to the CITY. This phase of work takes the previously submitted drawings and specifications and develops them to incorporate the CITY's desired aesthetic enhancements and updated roadway limits of work. CONSULTANT will compile drawings prepared by the CITY's art consultant into a combined set of drawings.

This scope of work is based on the approximate sheet count listed below:

Sheet Title	Estimated No. of Sheets
Title, General Notes & Index	1 Sheet
Civil Plans	
City and Valley Water Notes	1 Sheet
City and Valley Water Details	1 Sheet
Project Details and Specifications	1 Sheet
Overall Utility Map	1 Sheet
Utility Crossing Details	1 Sheet
Plan and Profile – South Milpitas Boulevard	1 Sheet
Fine Grading Plan – South Milpitas Blvd/Vineyard Avenue	1 Sheet
Fine Grading Plan – Valley Water Access Ramps	1 Sheet
Erosion Control Plan and Details	1 Sheet
Structural Plans	
General Plan	1 Sheet
Deck Contours	1 Sheet
Foundation Plan	1 Sheet
Abutment Layout	1 Sheet

Abutment Details	1 Sheet
Typical Section	1 Sheet
Aesthetic Enhancement Attachment Details	1 Sheet
Structure Approach Slab	1 Sheet
Utility Details	1 Sheet
Log of Test Borings	1 Sheet
Estimated Sheet Count	20 Sheets

2.1.1 Structure Design Revisions

CONSULTANT will prepare updated structural calculations and VOC structure plans for the revisions agreed upon during Phase 1. CONSULTANT will coordinate the required revisions and details for the VOC with the CITY's art consultant. CONSULTANT will also address peer review comments received from CITY on February 12, 2021. Design will be performed in general conformance with the following:

- AASHTO LRFD Bridge Design Specifications, 8th Edition with Interims and Caltrans Addenda
- Caltrans Seismic Design Criteria, Version 2.0

2.1.2 Civil Improvement Design Revisions

CONSULTANT will prepare updated civil improvement plans for the VOC including revisions agreed upon during Phase 1. CONSULTANT will coordinate the required details with the CITY and the CITY's art consultant. Civil improvement technical specifications will be placed on the drawings.

2.1.3 Temporary Traffic Control Improvements

CONSULTANT will coordinate and assist CITY Traffic Engineer with preparation of traffic control plan. Prepare a Temporary Traffic Control Improvement Plan identifying the temporary existing street improvements and utility improvements required for the Traffic Control Plan.

2.1.4 Geotechnical Exploration Report Revisions

CONSULTANT will update the Geotechnical Exploration (GEX) Report in support of the updated VOC structural calculations and structure plans for the revisions agreed upon during Phase 1.

2.1.5 Technical Special Provisions

CONSULTANT will prepare the contract Technical Special Provisions for the project based on Caltrans' 2022 Standard Specifications and Standard Special Provisions. CITY will be responsible for the content of Sections 1 through 9 Special Provisions, Notice to Contractors, and the Proposal and Agreement Sections and for combining the Technical Special Provisions with Sections 1 through 9 Special Provisions.

2.1.6 Engineer's Estimate of Probable Construction Cost

CONSULTANT will prepare a bid item list using Caltrans standard bid items and provide an Engineer's Estimate of Probable Construction Cost for items applicable to CONSULTANT's scope of services. CONSULTANT will prepare detailed quantities in accordance with Caltrans standard specifications and payment items.

2.1.7 Plat Maps and Legal Descriptions

CONSULTANT will prepare up to three (3) legal descriptions and plat maps as requested by CITY for bridge design, creek access, and construction purposes.

2.1.8 Dry Utility Design

CONSULTANT will conduct street light photometric analysis and prepare street lighting plans within the project limits defined in Task 1.1.3. CONSULTANT will prepare plans for the dry utility improvements required for the bridge (electric and data for the aesthetic enhancements only).

Deliverables:

- One (1) full-size (22 x 34) set of Final Working Drawings in PDF format
- One (1) half-size (11x17) set of Final Working Drawings in PDF format
- One (1) copy of Technical Special Provisions in Word format
- One (1) copy of Engineer's Opinion of Probable Construction Cost in Excel format
- One (1) copy of revised GEX Report in PDF format
- One (1) copy of Hydrology & Hydraulic Report in PDF format
- One (1) copy of CONSULTANT's responses to previous peer review comments in PDF format
- 1 USB drive with electronic copy of all submittal items

PHASE 3 **CONSTRUCTION CONTRACT DOCUMENTS**

This phase represents the completion of the final construction contract documents. Following submittal of the Final Working Drawings and Specifications, CONSULTANT will complete our internal Independent Check as part of our QC/QA plan/process described in Task 0.4. CONSULTANT will also make any agreed upon revisions following reviews from the CITY and Valley Water.

Task 3. 1 Bridge Independent Check

An independent, licensed engineer who was not involved in the original design will review the final structural working drawings and specifications; reviewing and performing analysis as required to confirm member demands and capacities; reviewing the final structural and civil working drawings to confirm the sets have been coordinated; reviewing the bid item list and special provisions to confirm that all structure items have been accounted for in the bid items; and reviewing the structure quantities. The Independent Check Engineer will provide a list of review comments and a set of red-marked plans that communicate issues that were uncovered during the Independent Check. These issues will be resolved between the design Engineer-of-Record and the Independent Check Engineer and agreed to revisions will be made to the final working drawings and specifications.

Task 3. 2 Final Construction Contract Documents

Following reviews by CITY/CITY's Third Party Reviewer and Valley Water, any agreed upon revisions shall be made to the final working drawings and specifications. Assumes a maximum of two (2) rounds of review/revisions. After receipt of final approval, the following deliverables will be submitted to the CITY for its use in soliciting construction bids.

Deliverables:

- One (1) full-size (22 x 34) hardcopy set of signed plans
- One (1) full-size (22 x 34) and one (1) half-size (11x17) PDF set of signed plans
- One (1) hardcopy set and one (1) PDF set of signed Structure Design Calculations
- One (1) hardcopy set and one (1) PDF set of signed Structure Quantities
- One (1) hardcopy set and one (1) MS Word set of final structure bid item list and Technical Special Provisions
- One (1) copy of final Engineer's Opinion of Probable Construction Cost in PDF format
- One (1) copy of final signed GEX Report in PDF format
- One (1) copy of final signed Hydrology & Hydraulic Report in PDF format
- One (1) copy of CONSULTANT's responses to comments in PDF format
- 1 USB drive with electronic copy of all submittal items

PHASE 4 **ASSISTANCE DURING BIDDING**

CONSULTANT will provide support to the CITY during construction bidding. The CITY will administer and coordinate the bidding procedures, advertise the project for bidding, and distribute the plans to prospective bidders. The CITY's project coordinator will be the designated person to receive contractor inquiries. CONSULTANT will assist the CITY as requested during the bidding process which may include responding to contractor bid inquiries, providing consultation and interpretation of the construction documents, and assisting the CITY in preparation of addenda to the PS&E during the advertisement period. Attending pre-bid meeting will also be provided if requested.

PHASE 5 **ENGINEERING SUPPORT DURING CONSTRUCTION**

CONSULTANT will be available to assist the CITY during construction by providing engineering support services. It is assumed that the CITY will contract with a Resident Engineer/Construction Manager to provide construction Quality Assurance services, including inspection, and to act as the liaison to the CITY regarding construction related matters. CONSULTANT's scope and budget for this task is highly dependent on the Contractor and the Resident Engineer/Construction Manager for the project. CONSULTANT's typical task items for this phase include:

1. Attend the preconstruction meeting (one in-person meeting assumed) and construction meetings as requested (sixteen virtual meetings assumed).
2. Assist with review of contractor submittals, including shop drawings, as requested.
3. Answer clarification questions pertaining to the plans and special provisions, if needed.
4. Review contractor RFI's (Request for Information) and provide written response.
5. Review construction inspection reports prepared by the Resident Engineer/Construction Manager.
6. Prepare record drawings and provide hard copies to the CITY. The basis of the revisions shown on the record plans will be a red mark construction set of plans provided by the project Resident Engineer. These construction red mark plans by the Resident Engineer shall show all revisions that were made during construction.

PHASE 6 **GEOTECHNICAL AND STRUCTURAL OBSERVATION**

Task 6. 1 Geotechnical Observation

CONSULTANT will provide continuous on-site observations during drilling of the CIDH piles (15 site visits assumed). CONSULTANT will provide periodic on-site observations (3 site visits assumed) during fill placement of the embankment approaches, abutments, and wingwalls. Includes review of field density and moisture tests (ASTM D6938) and compaction curves (ASTM D1557) completed by the Special Inspector.

Task 6. 2 Structural Observation

CONSULTANT will provide a Structure Representative to observe construction for general conformance with the applicable design drawings and specifications. The purpose of providing these Structural Observations is to support the CITY's Resident Engineer/Construction Manager and CITY's Construction Inspector as the Structural Engineer of Record (SEOR) by providing regular structural observation site visits and Structural Observation Reports. The Structure Representative shall furnish Structural Observation Reports to the CITY's Resident Engineer/Construction

Manager, the CITY's Construction Inspector, the SEOR, and other persons designated by the CITY's Resident Engineer/Construction Manager. All discrepancies shall be brought to the immediate attention of the Contractor for correction, then, if uncorrected, to the CITY's Resident Engineer/Construction Manager and CITY's Construction Inspector. The duty and responsibility of the Structure Representative is to perform Structural Observation, not Inspection. Inspection, including daily monitoring of the Contractor's work in detail for conformance with the contract documents, code violations and/or defects in construction will be the responsibility of the CITY's Construction Inspector. CONSULTANT will provide periodic or continuous structural observation as noted during the following construction activities (20 site visits assumed):

6.2.1 Verification of Grades

CONSULTANT will perform survey verifications during construction to verify structure layout and grades determined by the Contractor. CONSULTANT will review all bridge grade calculations prepared by the Contractor and compare them to the grade verification survey information. The survey verifications will be performed during construction of the following structure elements, prior to placement of concrete:

- CIDH Piles
- Abutment Seats, Wingwalls and Shear Keys
- Superstructure Falsework (Soffit Grades)
- Superstructure Deck Grade Dowels
- Barrier Rails
- Approach Slabs

6.2.2 Cast-in-Drilled-Hole Concrete Piles

- Continuous structural observation during construction of cast-in-drilled hole (CIDH) concrete piles
- Review gamma-gamma pile testing reports (if required)
- Witness job control tests required by the specifications

6.2.3 Bar Reinforcing Steel

- Verify that mill certificates show bar reinforcing steel to be in compliance with the project specifications
- Periodic structural observation during placement of bar reinforcing steel
- Witness job control tests required by the specifications

6.2.4 Cast-in-Place Concrete

- Continuous structural observation during the placement of all structural concrete. During significant concrete placement days additional staff will be on site to support the Structure Representative.
- Review concrete prequalification for concrete designated by compressive strength of 3,600 psi or greater. This is to include witnessing of trial batches and resultant concrete cylinder testing or review of certified test data.
- Provide periodic structural observation during the installation and removal of concrete formwork

6.2.5 Falsework

- Periodic structural observation during driving of falsework piles and/or installation of falsework pads and corbels
- Periodic structural observation during erection of falsework posts, caps, stringers, and soffit forms
- Provide a walk-through observation with the CITY's Resident Engineer/Construction Manager and Contractor at the completion of falsework erection and prior to placement of superstructure concrete. Please note that the Contractor's engineer who signs the falsework drawings shall also inspect and certify in writing that the falsework was constructed in conformance with the approved drawings and specifications prior to superstructure concrete placement.

6.2.6 Superstructure Deck

- Periodic structural observation during installation of deck formwork
- Periodic structural observation during placement of deck reinforcing steel
- Witness job control tests required by the project specifications
- Provide a walk-through structural observation with the CITY's Resident Engineer/Construction Manager and Contractor prior to deck concrete placement, including being present during dry run of the mechanical screed
- Continuous structural observation during superstructure deck concrete placement
- Witness profilograph and other compliance testing of the bridge deck to be performed by the Contractor
- Quantify bridge deck crack intensity in accordance with the project specifications
- Continuous structural observation during repair of deck cracks (if required)

6.2.7 Joint Seals

- Periodic structural observation during installation of joint seals

6.2.8 Concrete Barriers

- Periodic structural observation during construction of concrete barriers
- Periodic structural observation during installation of anchor bolts for aesthetic enhancements
- Periodic structural observation during installation of anchor rods for utility support brackets
- Periodic structural observation during installation of sidewalk joint armor

6.2.9 Reports

- Prepare Structural Observation Reports for each day on site that will include descriptions of construction activities performed, deficiencies found and corrections performed, and communications with the CITY's Resident Engineer/Construction Manager and Contractor
- Structural Observation Reports will be prepared and signed by the Structural Representative and reviewed/signed by the Structural Engineer of Record

WORK PERFORMED BY THE CITY

In addition to those services already identified to be provided by the CITY, the following additional services will be performed by the CITY:

- CITY will provide the services and materials listed below in support of the CONSULTANT's professional services. The CITY does not give warranty, expressed or implied, regarding the accuracy of studies and reports. The CONSULTANT will be responsible for the evaluation of all information supplied by the CITY.
- Examine documents submitted to CITY by CONSULTANT and timely render decisions pertaining thereto.
- VOC aesthetic enhancements.
- Prepare the appropriate environmental documentation in accordance with California Environmental Quality Act and National Environmental Protection Act.
- Prepare and submit regulatory permits as required; purchase credits from a mitigation bank approved to sell wetland/non-wetland waters or riparian mitigation credits if required.
- Provide property appraisal and acquisition services for right-of-way and easements required for the Project.
- Complete and submit applications to obtain all required regulatory and agency permits. Consultant will assist the City with preparation of the permit applications by answering questions regarding construction and permit impacts and assisting with descriptions of the proposed work to be completed.
- Traffic analysis and monitoring.
- Identification of contaminated or hazardous material sites.
- Third party utility relocation design.
- Underground utility locations and potholing.
- SWPPP monitoring and QSP services.
- Public Outreach.
- Pay all fees for required agency reviews and permits.
- Arrange for and pay the reproduction costs of printing the final bidding and construction documents.
- Combine CONSULTANT's technical special provisions with CITY's Special Provisions Sections 1 through 9, Notice to Contractors, and the Proposal and Agreement Sections to create a complete set of documents for advertising.
- Advertise, process bids, and award construction contract.
- Distribute any required addenda.
- Perform construction contract administration services, which services shall include, but may not be limited to:
 - Provide a CITY Representative as Resident Engineer/Construction Manager
 - Conducting the pre-construction conference.
 - Issuing the notice to proceed to contractor.
 - Authorizing and making progress payments.
 - Authorizing and issuing contract change orders.
 - Authorizing supplemental fund payments.
 - Accepting the project and issuing the Notice of Completion.
- Attend and participate in meetings with the CONSULTANT and other agencies required.
- Perform primary construction Inspection, Special Inspection, and testing.
- Provide translation services if necessary to facilitate meetings with members of the Public.
- Review and return comments on reports within fifteen business days of receipt from CONSULTANT.
- Review and return comments on PS&E within thirty business days of receipt from CONSULTANT.

ASSUMPTIONS

In addition to the assumptions previously discussed, the following additional assumptions were made in generating this proposal.

1. The bridge type, span, width, and foundation system will remain as currently designed. Should the bridge type, span, width, or foundation system change, additional budget will be necessary.
2. Includes responding to up to two (2) rounds of comments from the CITY/CITY's Third Party Reviewer and Valley Water. Should additional rounds of comments from the CITY/CITY's Third Party Reviewer and/or Valley Water be provided, additional budget will be necessary.
3. The CITY will provide all coordination with utility companies including notifying utility companies of any relocations required.
4. The contractor will provide all QSP services. BMPs for water quality, dust, and erosion control will be provided by the contractor and will not be shown on CONSULTANT's plans.
5. This proposal does not include staged construction of the structure or approach roadway.
6. Assumes that cofferdams located both upstream and downstream of the new bridge in conjunction with temporary culverts (pipes) will be sufficient to maintain storm flow during construction. Should a temporary bypass channel be required to carry storm flows during construction additional fee will be required. Temporary bypass to be determined later after coordinating with local stakeholders. No analysis of the construction bypass flow will be performed. Assumes temporary falsework will be permitted within Penitencia East Channel.
7. The Project limits will be the tie-in of S. Milpitas Boulevard to the existing cul-de-sac at its intersection with Vineyard Avenue on the north side of Penitencia East Channel, and just south of Penitencia East Channel on the City of Milpitas property on the south side of Penitencia East Channel. The southern project limit will not be extended to the Sango Court street extension.
8. As environmental mitigation measures have not yet been determined, design of mitigations is not included in this scope. When mitigations can be incorporated by simple addition of notes provided by the CITY or by inclusion of CITY provided specification language, such mitigations will be included in the design.
9. If required, utility design and or relocation will be performed by the utility companies.
10. Traffic signal design and traffic analysis, if required, will be provided by others under separate contract to the CITY.
11. One (1) 12-inch diameter water main (CITY) and one (1) 8-inch diameter recycled water main (CITY) will be supported by steel support brackets attached to the backside of the concrete barriers. Up to six (6) 4-inch diameter conduits for future utilities can be accommodated within the sidewalks. If additional dry utility conduits or wet utilities are required through the bridge, additional scope and budget will be required.
12. CITY encroachment permit will be provided at no cost.
13. The CITY will arrange unlimited access to the project areas for purposes of field investigations and any on-site meetings with agency staff.
14. CONSULTANT will not be responsible for the following during construction:
 - a. Processing contractor payment requests
 - b. Contract management, including monitoring contractor daily equipment and labor records, apprenticeship requirements, work & civil rights interviews, etc.
 - c. Monitoring contractor's construction schedule

- d. Oversight of construction site safety
- e. Processing contractor submittals, maintaining project files, etc.
- f. Other duties normally performed by the Resident Engineer/Construction Manager and Construction Inspector

15. CITY understands and acknowledges the following roles/responsibilities:

Inspection: The building official or his/her designated building inspectors typically perform what is generally known as inspections. These inspections are pursuant to Section 110, Chapter 1 of the 2022 CBC. The specific required inspections and their frequency are generally at the discretion of the building official and/or building inspector. These required tasks are neither performed by the agency conducting Special Inspection nor the engineer-of-record. CITY understands that CITY's contractor(s) must cooperate with the building official and/or building inspector to meet all their requirements. Inspection is not to be construed as Special inspection or Structural observation.

Special Inspection: Pursuant to Sections 1704 and 1705 of the 2022 California Building Code, Special Inspection is defined as inspection of construction requiring the expertise of an approved special inspector in order to ensure compliance with this code and the approved construction documents. These required tasks are neither performed by the building official nor the engineer-of-record. Special Inspection is not to be construed as Inspection or Structural observation.

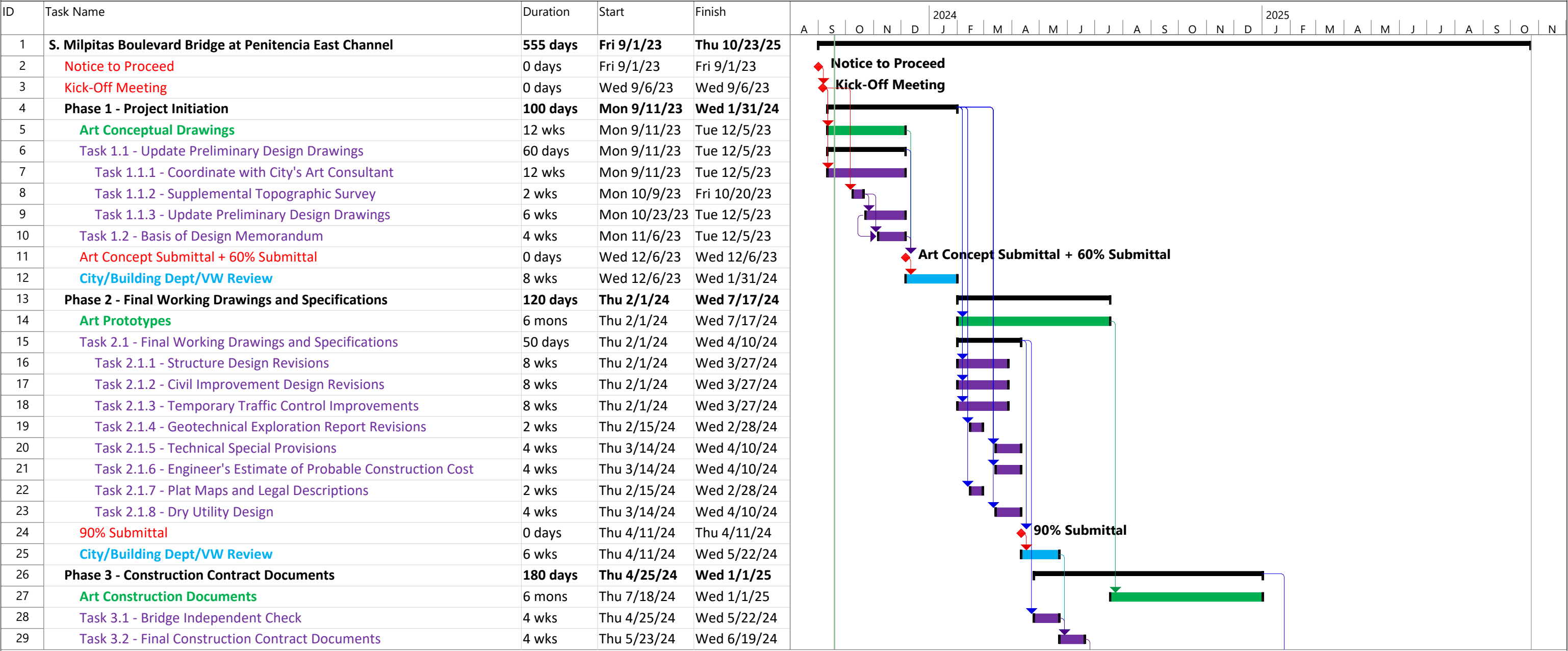
Structural Observation: Pursuant to Section 1702 of the 2022 California Building Code, Structural Observation is defined as the visual observation of the structural system by a registered design professional for general conformance to the approved construction documents. Structural Observation does not include or waive the responsibility for the inspection required by Sections 110, 1704, 1705 or other sections of this code. This type of construction review is exclusively performed by the Project's engineer-of-record. Structural observation is not to be construed as Inspection or Special inspection.

- 16. Assumes that construction will begin in June 2025 and will be completed within four calendar months of the start of construction. Assumes a maximum of 18 Geotechnical Observation site visits. Assumes a maximum of 20 Structural Observation site visits.
- 17. CITY agrees that CONSULTANT is not responsible or liable for the performance or defective work of third parties, the construction contractor and its subcontractors, nor may CONSULTANT offer "field advice" to subcontractors without CITY's prior consent.
- 18. City agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property.
- 19. In the event CITY discovers or becomes aware of changed field or other conditions which necessitate clarifications, adjustments, modification, or other changes during the construction phase of the project, CITY agrees to notify CONSULTANT and engage CONSULTANT to prepare the necessary clarifications, adjustments, modifications, or other changes to CONSULTANTs work before construction activities commence or further activity proceeds. Further, CITY agrees to have a provision in its contract with contractor to provide for construction contracts for the project which require the contractor to notify CITY of any changed field or other conditions so that CITY may in turn notify CONSULTANT pursuant to the provisions of this paragraph.
- 20. CITY acknowledges that the requirements of the Americans with Disability Act ("ADA") and other federal, state, and local accessibility laws are subject to various and possibly contradictory requirements. CONSULTANT will use reasonable professional judgment to interpret applicable ADA requirements within CONSULTANTs Scope of Services as they apply to the Project. CONSULTANT cannot and does not warrant or

guarantee that the project will fully comply with future and/or varying interpretations of accessibility laws by regulatory bodies or the courts.

EXHIBIT A

S. MILPITAS BOULEVARD BRIDGE AT PENITENCIA EAST CHANNEL
DRAFT PROPOSAL SCHEDULE
AUGUST 22, 2023

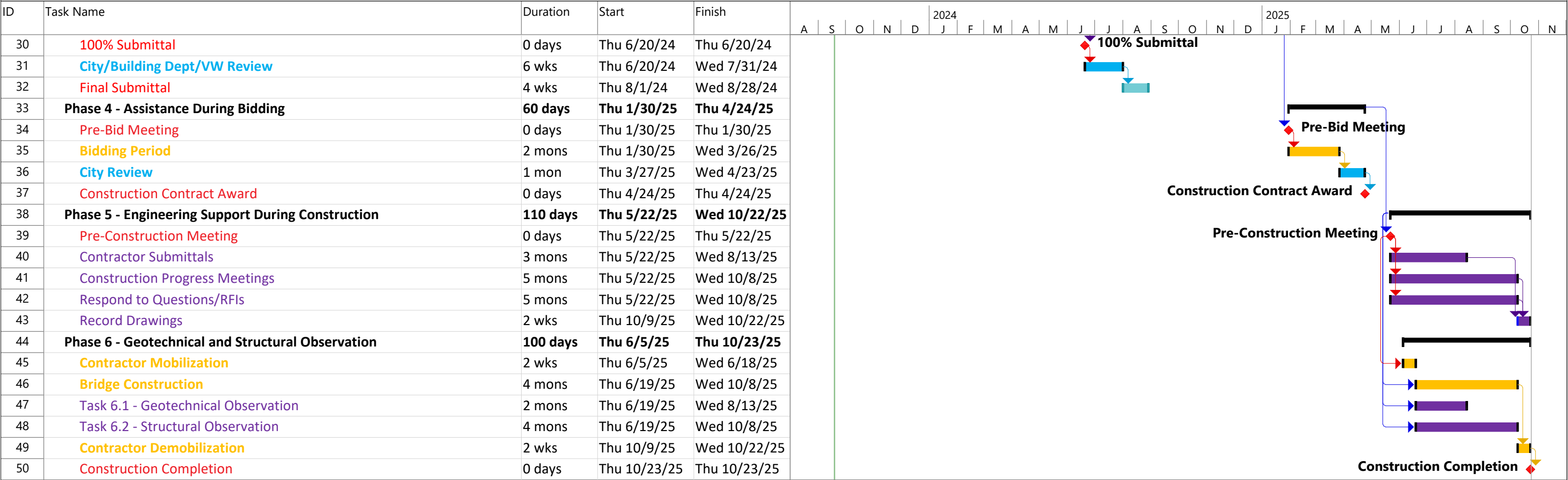


Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



EXHIBIT A

S. MILPITAS BOULEVARD BRIDGE AT PENITENCIA EAST CHANNEL
DRAFT PROPOSAL SCHEDULE
AUGUST 22, 2023



Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Designer will invoice City on a monthly cycle based on the following fee schedule. Designer will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Designer will inform City regarding any out-of-scope work being performed by Designer for which Designer intends to seek compensation from City.

See Attachment to this Exhibit B

EXHIBIT B

City of Milpitas - Engineering Department

S. Milpitas Boulevard Bridge at Penitencia East Channel

Compensation Summary

May 18, 2023

Revised August 22, 2023

BASIC SERVICES							
	CORNERSTONE STRUCTURAL ENGINEERING GROUP	CBG Civil Engineering	ENGEO Geotechnical Engineering	Schaaf & Wheeler Hydrology & Hydraulics	TOTAL FEE	PERCENT OF TOTAL FEE	CUMULATIVE PERCENT
DESIGN SERVICES	\$ 140,021	\$ 156,950	\$ 16,000	\$ 3,760	\$ 372,760		
INITIATION PHASE	\$ 48,641	\$ 27,407	\$ -	\$ -	\$ 76,047	20.4%	20.4%
FINAL WORKING DRAWINGS AND SPECIFICATIONS	\$ 53,408	\$ 102,877	\$ 12,800	\$ -	\$ 169,084	45.4%	65.8%
CONSTRUCTION CONTRACT DOCUMENTS	\$ 32,973	\$ 23,167	\$ 3,200	\$ 3,760	\$ 63,099	16.9%	82.7%
REIMBURSABLES	\$ 5,000	\$ 3,500	\$ -	\$ -	\$ 8,500	2.3%	85.0%
15% DESIGN CONTINGENCY					\$ 56,029	15.0%	100.0%

TOTAL FIXED FEE COMPENSATION (DESIGN SERVICES) \$ 372,760

CONSTRUCTION SUPPORT SERVICES	\$ 151,199	\$ 30,690	\$ 56,100	\$ -	\$ 280,088		
ASSISTANCE DURING BIDDING	\$ 11,852	\$ 3,420	\$ 5,500	\$ -	\$ 20,772	7.4%	7.4%
ENGINEERING SUPPORT DURING CONSTRUCTION	\$ 57,298	\$ 10,780	\$ 5,000	\$ -	\$ 73,078	26.1%	33.5%
GEOTECHNICAL AND STRUCTURAL OBSERVATION	\$ 76,049	\$ 16,490	\$ 45,600	\$ -	\$ 138,139	49.3%	82.8%
REIMBURSABLES	\$ 6,000	\$ -	\$ -	\$ -	\$ 6,000	2.1%	85.0%
15% CONSTRUCTION SUPPORT CONTINGENCY					\$ 42,099	15.0%	100.0%

TOTAL NOT TO EXCEED COMPENSATION (CONSTRUCTION SUPPORT SERVICES) \$ 280,088

TOTAL COMPENSATION \$ 652,848



EXHIBIT B
City of Milpitas - Engineering Department
S. Milpitas Boulevard Bridge at Penitencia East Channel
Base Design Services
May 18, 2023
Revised August 22, 2023

TASK		Cornerstone Structural Engineering Group										Total Fee
		Design Team			QC/QA Team		Total Hours	Total Dollars	CBG Civil Engineering	ENGEO Geotechnical Engineering	Schaaf & Wheeler Hydrology & Hydraulics	
		S. Cullers Principal Principal-In-Charge	J. Jensen Senior Engineer Project Manager	Project Engineer	T. Goolkasian Principal QC/QA Manager	Project Engineer QC/QA Engineer						
Rate		\$280.00	\$200.00	\$185.00	\$280.00	\$185.00						
INITIATION PHASE		46.00	104.00	60.00	4.00	-	214.00	48,641	27,407	-	-	76,047
0.0	Project Management	-	-	-	-	-	-	-	-	-	-	-
0.1	Project Meetings (4 Virtual)	4.00	16.00	-	-	-	20	4,320	-	-	-	4,320
0.2	Project Coordination	24.00	40.00	-	-	-	64	14,720	-	-	-	14,720
0.3	Monthly Status Reports	-	4.00	-	-	-	4	800	-	-	-	800
0.4	Quality Control / Quality Assurance (QC/QA)	-	-	-	4.00	-	4	1,120	-	-	-	1,120
1.1	Update Preliminary Design Drawings	16.00	40.00	60.00	-	-	116	23,580	19,597	-	-	43,177
1.2	Basis of Design Memorandum	2.00	4.00	-	-	-	6	1,360	7,810	-	-	9,170
	Subconsultant Administration							2,741				2,741
FINAL WORKING DRAWINGS AND SPECIFICATIONS		33.00	104.00	64.00	8.00	-	209.00	53,408	102,877	12,800	-	169,084
0.0	Project Management	-	-	-	-	-	-	-	-	-	-	-
0.1	Project Meetings (4 Virtual)	4.00	16.00	-	-	-	20	4,320	-	-	-	4,320
0.2	Project Coordination	20.00	40.00	-	-	-	60	13,600	-	-	-	13,600
0.3	Monthly Status Reports	-	8.00	-	-	-	8	1,600	-	-	-	1,600
0.4	Quality Control / Quality Assurance (QC/QA)	-	-	-	8.00	-	8	2,240	-	-	-	2,240
2.1	Final Working Drawings and Specifications.	-	-	-	-	-	-	-	-	-	-	-
2.1.1	Structure Design Revisions	4.00	8.00	24.00	-	-	36	7,160	-	-	-	7,160
2.1.2	Civil Improvement Design Revisions	-	4.00	8.00	-	-	12	2,280	65,597	-	-	67,877
2.1.3	Temporary Traffic Control Improvements	-	2.00	4.00	-	-	6	1,140	4,820	-	-	5,960
2.1.4	Geotechnical Exploration Report Revisions	-	2.00	4.00	-	-	6	1,140	-	12,800	-	13,940
2.1.5	Technical Special Provisions	4.00	16.00	-	-	-	20	4,320	-	-	-	4,320
2.1.6	Engineer's Estimtae of Probable Construction Cost	1.00	4.00	16.00	-	-	21	4,040	4,680	-	-	8,720
2.1.7	Plat Maps and Legal Descriptions	-	2.00	4.00	-	-	6	-	6,180	-	-	6,180
2.1.8	Dry Utility Design	-	2.00	4.00	-	-	6	-	21,600	-	-	21,600
	Subconsultant Administration							11,568				11,568
CONSTRUCTION CONTRACT DOCUMENTS		16.00	44.00	32.00	12.00	40.00	144.00	32,973	23,167	3,200	3,760	63,099
0.0	Project Management	-	-	-	-	-	-	-	-	-	-	-
0.1	Project Meetings (2 Virtual)	4.00	8.00	-	-	-	12	2,720	-	-	-	2,720
0.2	Project Coordination	8.00	16.00	-	-	-	24	5,440	-	-	-	5,440
0.3	Monthly Status Reports	-	2.00	-	-	-	2	400	-	-	-	400
0.4	Quality Control / Quality Assurance (QC/QA)	-	-	-	4.00	-	4	1,120	-	-	-	1,120
3.1	Bridge Independent Check	-	2.00	8.00	8.00	40.00	58	11,520	-	-	-	11,520
3.2	Final Construction Contract Documents	4.00	16.00	24.00	-	-	44	8,760	23,167	3,200	3,760	38,887
	Subconsultant Administration							3,013				3,013
REIMBURSABLES								5,000	3,500	-	-	8,500
	Mileage							750	-	-	-	750
	Hotels and Per Diem							750	-	-	-	750
	Printing							500	500	-	-	1,000
	Plotting							3,000	3,000	-	-	6,000
							SUBTOTALS	\$ 140,021	\$ 156,950	\$ 16,000	\$ 3,760	\$ 316,731
							15% CONTINGENCY	\$ 21,003	\$ 23,543	\$ 2,400	\$ 685	\$ 56,029
							TOTAL	\$ 161,024	\$ 180,493	\$ 18,400	\$ 4,425	\$ 372,760

TOTAL FIXED FEE COMPENSATION (DESIGN SERVICES) \$ 372,760

* SEE SCOPE OF WORK FOR ASSUMPTIONS
Only individuals listed by name are considered key staff



EXHIBIT B
City of Milpitas - Engineering Department
S. Milpitas Boulevard Bridge at Penitencia East Channel
Base Construction Support Services

May 18, 2023
Revised August 22, 2023

TASK		Cornerstone Structural Engineering Group										Total Fee
		Design Team			QC/QA Team		Total Hours	Total Dollars	CBG Civil Engineering	ENGEO Geotechnical Engineering	Schaaf & Wheeler Hydrology & Hydraulics	
		S. Cullers Principal Principal-In- Charge	J. Jensen Senior Engineer Project Manager	Project Engineer	T. Goolkasian Principal QC/QA Manager	Project Engineer QC/QA Engineer						
ASSISTANCE DURING BIDDING		9.00	32.00	8.00	2.00	-	51.00	11,852	3,420	5,500	-	20,772
4.1	Pre-Bid Meeting (In-Person)	2.00	12.00	-	-	-	14	2,960	-	-	-	2,960
4.2	Assist with Bidder Inquiries	4.00	8.00	-	1.00	-	13	3,000	3,420	5,500	-	11,920
4.3	Assist with Bid Review	1.00	4.00	-	-	-	5	1,080	-	-	-	1,080
4.4	Assist with Preparing Addenda	2.00	8.00	8.00	1.00	-	19	3,920	-	-	-	3,920
Subconsultant Administration								892				892
ENGINEERING SUPPORT DURING CONSTRUCTION		16.00	104.00	160.00	3.00	-	283.00	57,298	10,780	5,000	-	73,078
5.1	Pre-Construction Meeting (In-Person)	2.00	12.00	-	-	-	14	2,960	-	-	-	2,960
5.2	Construction Meetings (16 Virtual)	4.00	32.00	-	-	-	36	7,520	7,380	-	-	14,900
5.3	Review and Respond to Contractor Submittals	4.00	40.00	120.00	1.00	-	165	31,600	-	5,000	-	36,600
5.4	Review and Respond to Contractor Rquests for Information	4.00	16.00	24.00	2.00	-	46	9,320	-	-	-	9,320
5.5	Prepare Record Drawings	2.00	4.00	16.00	-	-	22	4,320	3,400	-	-	7,720
Subconsultant Administration								1,578				1,578
GEOTECHNICAL AND STRUCTURAL OBSERVATION		30.00	100.00	224.00	-	-	354.00	76,049	16,490	45,600	-	138,139
6.1	Geotechnical Observation	-	-	-	-	-	-	-	-	45,600	-	45,600
6.2	Structural Observation (20 Site Visits Assumed)											
6.2.1	Verification of Grades	-	4.00	16.00	-	-	20	3,760	16,490	-	-	20,250
6.2.2	Cast-in-Drilled-Hole Concrete Piles	12.00	24.00	40.00	-	-	76	15,560	-	-	-	15,560
6.2.3	Bar Reinforcing Steel	2.00	8.00	32.00	-	-	42	8,080	-	-	-	8,080
6.2.4	Cast-in-Place Concrete	2.00	8.00	24.00	-	-	34	6,600	-	-	-	6,600
6.2.5	Falsework	2.00	4.00	8.00	-	-	14	2,840	-	-	-	2,840
6.2.6	Superstructure Deck	4.00	24.00	40.00	-	-	68	13,320	-	-	-	13,320
6.2.7	Joint Seals	-	2.00	8.00	-	-	10	1,880	-	-	-	1,880
6.2.8	Concrete Barriers	-	2.00	8.00	-	-	10	1,880	-	-	-	1,880
6.2.9	Reports	8.00	24.00	48.00	-	-	80	15,920	-	-	-	15,920
Subconsultant Administration								6,209				6,209
REIMBURSABLES								6,000	-	-	-	6,000
	Mileage							3,000	-	-	-	3,000
	Hotels and Per Diem							3,000	-	-	-	3,000
	Printing							-	-	-	-	-
	Plotting							-	-	-	-	-
							SUBTOTALS	\$ 151,199	\$ 30,690	\$ 56,100	\$ -	\$ 237,989
							15% :ONTINGENCY	\$ 22,747	\$ 4,429	\$ 9,924	\$ -	\$ 42,099
							TOTAL	\$ 177,946	\$ 35,119	\$ 66,024	\$ -	\$ 280,088

TOTAL NOT TO EXCEED COMPENSATION (CONSTRUCTION SUPPORT SERVICES) \$ 280,088

* SEE SCOPE OF WORK FOR ASSUMPTIONS
Only individuals listed by name are considered key staff

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

1. HOURLY COMPENSATION RATES.

Principal	280.00/hr
Senior Associate	250.00/hr
Construction Manager	235.00/hr
Associate	220.00/hr
Structural Observer	220.00/hr
Assistant Structural Observer	210.00/hr
Project Administrator	180.00/hr
Senior Engineer	200.00/hr
Project Engineer	185.00/hr
Staff Engineer	175.00/hr
Structural Designer II	160.00/hr
Structural Designer I	150.00/hr
Junior Engineer	130.00/hr
Senior Computer Drafter	150.00/hr
Computer Drafter	140.00/hr
Junior Computer Drafter	130.00/hr
Accounting Assistant	140.00/hr
Marketing Coordinator	125.00/hr
Administrative Assistant II	125.00/hr
Administrative Assistant I	115.00/hr
Expert Witness Services	600.00/hr

2. ADDITIONAL SERVICES.

Additional Services shall include any service not specifically listed above and agreed by the City and Cornerstone Structural Engineering Group. Compensation for additional services shall be by a mutually accepted fixed fee, or on an hourly basis, computed at the actual hourly rates listed above.

EXHIBIT "D"

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Design Services Agreement.**

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

____ Insurance appropriate to the Designer's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Designer shall provide the following Surety Bonds:

___ Bid Bond
___ Performance Bond
___ Payment Bond

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

Other Insurance Provisions:

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

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

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

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

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

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

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

X Waiver of Subrogation:

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

Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	FY 2023-24 2nd Quarter Financial Status Report for the Quarter Ended December 31, 2023 (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	2/20/2024
Recommendation:	Review the FY 2023-24 Quarterly Financial Status Report for the quarter ended December 31, 2023.

BACKGROUND:

On June 6, 2023, the City Council approved the Fiscal Year (FY) 2023-24 Adopted Operating Budget in the amount of \$231.9 million and the General Fund Budget in the amount of \$129.5 million. After adoption of the budget, staff monitors revenues and expenditures for all funds with an emphasis on the General Fund and Enterprise Funds.

ANALYSIS:

This staff report provides a quarterly update on budget versus actual revenues and expenditures of the General, Water and Sewer Funds, the City's major operating funds. The summary information below as well as the attachments comprise the FY 2023-24 Quarterly Financial Status Report for the quarter ended December 31, 2023. Major revenue sources and expenditures for these funds are discussed below. The attachments provide a more detailed summary of budget versus actual revenues and expenditures for the second quarter of FY 2023-24 as well as prior year actual for comparison purposes.

General Fund

On June 6, 2023, the City Council approved the Fiscal Year (FY) 2023-24 Adopted Operating General Fund Budget in the amount of \$129.5 million. As of December 31, 2023, the City received \$38.0 million in revenues, or 29.9% of the FY23-24 amended revenue budget and incurred \$71.8 million in expenditures, or 54.4% of the FY23-24 amended operating budget. Revenues and expenditures are seasonal with cash flow fluctuations due to timing of revenue receipts and City services rendered. As such, actual percentage of revenues may not match the lapsed time period of the quarterly report (i.e., 29.9% of revenue versus 50% for 6-month time period).

Revenues

As mentioned above, the six months ending December 31, 2023, the General Fund has received \$38.0 million, or 29.9% of the FY 2023-24 amended revenue budget of \$129.5 million. Overall, General Fund revenues Receipts of \$38.0 million is comparable between FY23-24 and FY22-23. However, there are several categories of decline including sales tax, licenses, permits, and fines, hotel/motel tax and intergovernmental. A few categories improvements including franchise tax and charges for services.

General Fund Revenues	Amended Budget	Receipts 12/31/2023	Outstanding Favorable/ (Unfavorable)	% Receipt	FY23 Receipts 12/31/2022	FY24 vs FY23
Property Tax *	46,023,851	7,911,311	\$(38,112,540)	17.2%	7,685,502	2.9%
Sales and Use Tax	28,877,560	9,753,064	\$(19,124,496)	33.8%	10,783,066	-9.6%
Sales and Use Tax - Measure F	6,991,000	2,392,006	\$ (4,598,994)	34.2%	2,386,108	0.2%
Licenses, Permits & Fines	8,662,020	3,750,316	\$ (4,911,704)	43.3%	4,249,334	-11.7%
Hotel/Motel Tax	11,811,236	4,973,415	\$ (6,837,821)	42.1%	5,210,693	-4.6%
Operating Transfer In	8,148,456	2,721,743	\$ (5,426,713)	33.4%	2,144,793	26.9%
Charges for Services	8,112,825	2,970,218	\$ (5,140,807)	36.6%	2,654,828	11.9%
Franchise Fees	5,811,868	1,544,063	\$ (4,267,805)	26.6%	1,392,807	10.9%
Intergovernmental	828,201	156,506	\$ (664,066)	19.1%	567,038	-72.4%
Other Taxes	1,088,586	473,380	\$ (615,206)	43.5%	467,785	1.2%
Other Revenues	389,525	937,682	\$ 548,157	240.7%	365,788	156.3%
Interest Income	414,000	415,059	\$ 1,059	100.3%	188,971	119.6%
Total General Fund Revenue	\$127,159,128	\$37,998,763	\$(89,150,936)	29.9%	\$38,096,713	-0.3%
Facility & Technology Reserves	2,400,000					
Total General Fund Revenues & Reserves	\$129,559,128					

- **Property Taxes and Redevelopment Property Tax Trust Fund:** Most property tax revenue is received in December and April. The revenue forecast estimates \$46.0 million in total property tax revenue for the City of Milpitas based on the County of Santa Clara (County) projections. Compared to the County's most recent update on February 12, 2024 the County's property tax projections are net \$2.5 million higher than the amended budget of \$46.0 million. However, such variance primarily relates to ERAF allocation that is involved in current litigation and potential State budget claw back. Accordingly, the County advises 22% be excluded from the budget and appropriation. The significant property tax contingencies relate to (1) ERAF allocation involved in now-settled litigation with the California School Board Association (2) property tax assessed valuation being reviewed and revised downward by the Santa Clara County Assessor (3) lower real estate transactions due to high mortgage rates and (4) FY25 State budget proposal of take a portion of local excess ERAF.
- **Sales & Use Tax:** Sales tax is usually collected one quarter in arrears. As of December 31, 2023, the City has received four months of sales tax receipts. Revenues are 9.6% lower than last year at the same time. This decline is partially attributed to a business closure and audit adjustments within the automobile industry, as well as anomalies identified in the previous quarter's data. Considering this one-time factor, sales tax revenues are net 5% lower than last year at the same time. Staff will continue to monitor this decrease in revenue.
- **Sales & Use Tax – Measure F:** The district tax became operative April 1, 2021 and sunsets in eight years. As of December 31, 2023, the City has received four months of sales tax receipt for Measure F. Revenues are 0.2% higher than last year at the same time, which was consistent with prior year.
- **Franchise Fees:** Franchise fees are typically received a month in arrears. Sanitation franchise fees attributed to December has not yet been received. Revenue is trending 10.9% higher compared to last year; business operations have been recovering since the pandemic.
- **Hotel/Motel (TOT) Tax:** Revenues are 4.6% lower than last year at the same time. Post COVID travel remains uncertain especially for the Milpitas lodging which is focused on business related travel. TOT taxes are typically received a month in arrears. Staff will continue to monitor this decrease in revenue.
- **License and Permits:** Revenues are 11.7% lower than last year at the same time which is due to fewer building permits being issued. City projects' timelines vary on a case-by-case basis and seldom within City control. Staff anticipates license and permit revenues to be slightly higher than the current budget, and recommended amendments are included in the FY24 mid-year financial report.

- **Charges for Services:** Revenues are 11.9% higher than last year at the same time. There has been an increase in Recreation programs, events, and classes held compared to prior years.
- **Use of Money and Property:** Revenues are two times higher than last year at the same time, as the City's investment portfolio is earning significantly higher income than last year. This uptick in income is primarily due to 1) the quick rise in market rates over the past year as a result of tighter Federal policy designed to combat inflation; and 2) the management of the City's diversified portfolio of fixed income assets that has taken advantage of this shift in the market while providing safety and liquidity
- **Intergovernmental** – Revenues are 72.4% lower than last year at the same time. Intergovernmental revenues include grant revenues which varies based upon grants received year by year.
- **Other Revenues:** Revenues are 156.3% higher than last year at the same time due to City received PG&E credit in an amount of \$679,196 for the savings, as a result of solar and energy savings projects.

Expenditures

For the six months ending December 31, 2023, the General Fund has utilized \$71.8 million, or 54.4%, of the FY 23-24 amended operating budget of \$131.9 million. The amended operating budget represents \$129.5 million of the adopted appropriation and \$2.0 million of carryover encumbrances. As of December 31, 2023 General Fund expenditures are consistent with prior year as a percentage expended of the budget. Staff will continue to monitor expenditures relative to Council authorized appropriations.

Departments	Amended Budget	Total YTD Expenditure	% of Amended Budget	FY23 Expenditure Including Encumbrance	% of Amended FY23 Budget
City Council	674,148	256,536	38.1%	200,225	32.9%
City Manager	2,452,834	1,152,690	47.0%	1,224,520	53.3%
City Clerk	649,839	290,157	44.7%	243,282	42.9%
Economic Development	1,174,225	467,444	39.8%	391,289	40.5%
Policy Planning	4,951,046	2,166,827	43.8%	2,059,315	46.4%
Building Safety & Housing	6,458,073	3,643,946	56.4%	3,309,235	52.8%
City Attorney	1,224,505	621,691	50.8%	620,965	50.4%
Engineering	4,009,993	1,667,994	41.6%	1,709,741	42.6%
Finance	5,117,692	2,531,200	49.5%	2,356,265	52.9%
Fire	29,570,149	14,752,354	49.9%	14,635,489	51.6%
Human Resources	2,032,773	1,009,990	49.7%	1,057,513	52.9%
Information Technology	5,050,958	2,301,238	45.6%	1,580,747	38.6%
Non-Departmental	8,358,113	7,060,291	84.5%	6,632,555	83.4%
Planning	2,158,470	1,127,984	52.3%	1,204,322	53.9%
Police	41,481,713	20,928,467	50.5%	18,638,477	49.0%
Public Works	11,395,400	6,906,129	60.6%	6,150,498	61.0%
Recreation & Community Services	6,852,299	3,798,771	55.4%	3,205,267	53.3%
Transfers In/Out/Revenue	3,243,817	3,243,817	100.0%	341,866	100.0%
Grand Total	131,905,001	71,760,699	54.4%	63,502,255	53.1%

Grants and Donations

In accordance with City Council approved Budget Guidelines, the City Manager has the authority to accept grants and donations up to \$100,000. Staff is reporting on acceptance of these grants and donations for this quarter.

1. Department of Alcoholic Beverage Control's ABC-OTS Grant - \$30,000
2. SVCE Decarb Grant FY23-24 - \$95,000
3. 2023 Bullet Proof Vest Partnership Grant - \$7,629
4. EMS Grant FY23-24 - \$14,993.02

Unanticipated Expenditure Reserve

In accordance with the City Council approved Budget Guidelines, as part of the quarterly financial status reports, Staff is reporting on the expenditures from the Unanticipated Expenditure Reserve for this quarter.

Unanticipated Expenditure Reserve Uses

Description	Amount
Liebert Cassidy Whitmore	\$32,080
TOTAL for the Quarter Ending December 31, 2023	\$ 32,080

Water Maintenance & Operation (M&O) Fund Financial Status

Revenues: For the six months ended December 31, 2023, \$17.6 million of charges for services, or 52.1%, of the \$33.7 million amended budget has been received. Total revenue received amounts to \$18.1 million, or 53.1%, of the \$34.1 million amended budget.

Expenditures: For the six months ended December 31, 2023, \$28.7 million, or 84.7%, of the \$33.9 million amended budget has been spent and/or encumbered. The Santa Clara Valley Water District and San Francisco Water Department wholesale water purchase contract encumbrance was posted for the full year in Q1 of FY24.

Sewer Maintenance & Operation (M&O) Fund Financial Status

Revenues: For the six months ended December 31, 2023, \$12.3 million of charges for services, or 52.4%, of the \$23.5 million amended budget has been received. Total revenue received amounts to \$12.6 million, or 52.8%, of the \$23.8 million amended budget.

Expenditures: For the six months ended December 31, 2023, \$14.8 million, or 86.5%, of the \$17.2 million amended budget has been spent and/or encumbered. The City of San Jose wastewater treatment contract encumbrance was posted for the full year in Q1 of FY24.

POLICY ALTERNATIVE(S):

Alternative 1: Do not review the report.

Pros: There are no pros to not review the report.

Cons: Not reviewing the report may be interpreted that the data is incorrect.

Reason not recommended: Staff is reporting actual unaudited financial data to inform the Council and the public on the City's financial status.

FISCAL IMPACT:

This is an informational report intended to provide a financial update of the City's General, Water and Sewer funds for the quarter ended December 31, 2023. No budget amendment is recommended.

California Environmental Quality Act (CEQA):

This item is not a Project under CEQA exempt under CEQA Guideline 15378(b)(4) as it is a government fiscal activity that does not involve a commitment to any specific project which may result in a potentially significant physical impact on the environment.

RECOMMENDATION:

Review the FY 2023-24 Quarterly Financial Status Report for the Quarter Ended December 31, 2023

Attachment(s):

- (a) FY 2023-24 Revenue Report for Fiscal Year-To-Date December 31, 2023
- (b) FY 2023-24 General Fund Expenditures by Department December 31, 2023
- (c) FY 2023-24 Water and Sewer Funds Financial Status for Fiscal Year-To-Date December 31, 2023

CITY OF MILPITAS

General Fund Revenues

For Fiscal Year-To-Date December 31, 2023

General Fund Revenues	Adopted Budget	Budget Amendments	Amended Budget	Receipts 12/31/2023	Outstanding Favorable/ (Unfavorable)	% Receipt	FY23 Receipts 12/31/2022	FY24 vs FY23
Property Tax *	46,023,851		46,023,851	7,911,311	\$ (38,112,540)	17.2%	7,685,502	2.9%
Sales and Use Tax	28,877,560		28,877,560	9,753,064	\$ (19,124,496)	33.8%	10,783,066	-9.6%
Sales and Use Tax - Measure F	6,991,000		6,991,000	2,392,006	\$ (4,598,994)	34.2%	2,386,108	0.2%
Licenses, Permits & Fines	8,662,020		8,662,020	3,750,316	\$ (4,911,704)	43.3%	4,249,334	-11.7%
Hotel/Motel Tax	11,811,236		11,811,236	4,973,415	\$ (6,837,821)	42.1%	5,210,693	-4.6%
Operating Transfer In	8,148,456		8,148,456	2,721,743	\$ (5,426,713)	33.4%	2,144,793	26.9%
Charges for Services	8,111,025	1,800	8,112,825	2,970,218	\$ (5,140,807)	36.6%	2,654,828	11.9%
Franchise Fees	5,811,868		5,811,868	1,544,063	\$ (4,267,805)	26.6%	1,392,807	10.9%
Intergovernmental	820,572	7,629	828,201	156,506	\$ (664,066)	19.1%	567,038	-72.4%
Other Taxes	1,088,586		1,088,586	473,380	\$ (615,206)	43.5%	467,785	1.2%
Other Revenues	389,525		389,525	937,682	\$ 548,157	240.7%	365,788	156.3%
Interest Income	414,000		414,000	415,059	\$ 1,059	100.3%	188,971	119.6%
Total General Fund Revenue	\$ 127,149,699	\$ 9,429	\$ 127,159,128	\$ 37,998,763	\$ (89,150,936)	29.9%	\$ 38,096,713	-0.3%
Facility & Technology Reserves	2,400,000		2,400,000					
Total General Fund Revenues & Reserves	\$ 129,549,699		\$ 129,559,128					

City of Milpitas
General Fund Expenditure By Department Financial Status
For Fiscal Year-To-Date December 31, 2023

Departments	Adopted Budget	Amendments	Grants C/O	Encumb. C/O	Amended Budget	Expenditure	Encumbrance	Total YTD Expenditure	% of Amended Budget	FY23 Expenditure Including Encumbrance	% of Amended FY23 Budget
City Council	624,450	0	0	49,698	674,148	208,027	48,509	256,536	38.1%	200,225	32.9%
City Manager	2,380,301	0	0	72,533	2,452,834	994,053	158,637	1,152,690	47.0%	1,224,520	53.3%
City Clerk	649,839	0	0	0	649,839	290,157	0	290,157	44.7%	243,282	42.9%
Economic Development	1,049,225	125,000	0	0	1,174,225	392,854	74,590	467,444	39.8%	391,289	40.5%
Policy Planning	4,703,815	125,000	0	122,231	4,951,046	1,885,091	281,736	2,166,827	43.8%	2,059,315	46.4%
Building Safety & Housing	6,385,627	0	0	72,446	6,458,073	3,175,859	468,087	3,643,946	56.4%	3,309,235	52.8%
City Attorney	1,189,895	0	0	34,610	1,224,505	484,638	137,053	621,691	50.8%	620,965	50.4%
Engineering	3,989,913	0	0	20,080	4,009,993	1,544,160	123,834	1,667,994	41.6%	1,709,741	42.6%
Finance	4,926,443	0	0	191,249	5,117,692	2,137,146	394,054	2,531,200	49.5%	2,356,265	52.9%
Fire	29,293,563	65,730	0	210,856	29,570,149	14,468,262	284,092	14,752,354	49.9%	14,635,489	51.6%
Human Resources	2,017,207	0	0	15,566	2,032,773	908,507	101,483	1,009,990	49.7%	1,057,513	52.9%
Information Technology	4,911,128	0	0	139,830	5,050,958	1,543,430	757,808	2,301,238	45.6%	1,580,747	38.6%
Non-Departmental	7,771,743	0	0	586,370	8,358,113	6,323,108	737,183	7,060,291	84.5%	6,632,555	83.4%
Planning	2,024,149	0	16,050	118,271	2,158,470	1,036,167	91,817	1,127,984	52.3%	1,204,322	53.9%
Police	41,213,199	64,210	18,416	185,888	41,481,713	20,047,800	880,667	20,928,467	50.5%	18,638,477	49.0%
Public Works	11,086,237	50,000	0	259,163	11,395,400	4,973,871	1,932,258	6,906,129	60.6%	6,150,498	61.0%
Recreation & Community Services	6,775,931	1,800	0	74,568	6,852,299	3,312,258	486,513	3,798,771	55.4%	3,205,267	53.3%
Transfers In/Out/Revenue	3,243,817	0	0	0	3,243,817	3,243,817	0	3,243,817	100.0%	341,866	100.0%
Grand Total	129,532,667	306,740	34,466	2,031,128	131,905,001	65,084,114	6,676,585	71,760,699	54.4%	63,502,255	53.1%

City of Milpitas
Water and Sewer Financial Status
For Fiscal Year-To-Date December 31, 2023 (unaudited)

Water Fund

Revenue Categories	Adopted Budget	Amendments	Grants C/O	Amended Budget	Receipt	Outstanding	% Receipt	Receipt 12/31/2022	% Receipt 12/31/2022
Charges for Services	33,748,979	0	0	33,748,979	17,566,685	16,182,294	52.1%	16,808,622	50.7%
Intergovernmental	0	0	0	0	0	0	0.0%	0	0.0%
Licenses, Permits & Fines	0	0	0	0	0	0	0.0%	(74,324)	0.0%
Other Revenues	0	0	0	0	283,743	(283,743)	0.0%	16,523	0.0%
Use of Money and Property	428,455	0	0	428,455	286,556	141,899	66.9%	139,265	37.7%
Grand Total	34,177,434	0	0	34,177,434	18,136,984	16,040,450	53.1%	16,890,085	50.4%

Expenditures by Department	Adopted Budget	Amendments	Grants C/O	Encumb. C/O	Amended Budget	Expenditure	Encumbrance	Total YTD Exp.	% of Amended Budget	Total YTD Exp. 12/31/2022	% of Amended Budget 12/31/2022
City Attorney	9,000	0	0	0	9,000	0	0	0	0.0%	9,000	100.0%
City Manager	9,167	0	0	0	9,167	0	0	0	0.0%	0	0.0%
Finance	1,097,356	0	0	11,647	1,109,003	467,719	91,551	559,270	50.4%	561,821	49.7%
Non-Departmental	24,839,144	0	0	4,753	24,843,897	9,991,982	14,419,162	24,411,144	98.3%	22,689,229	96.6%
Public Works	4,993,205	0	0	20,534	5,013,739	2,153,832	131,171	2,285,003	45.6%	2,297,588	51.6%
Transfers In/Out/Revenue	2,869,298	0	0	0	2,869,298	1,434,649	0	1,434,649	50.0%	1,343,697	50.0%
Grand Total	33,817,170	0	0	36,934	33,854,104	14,048,182	14,641,884	28,690,066	84.7%	26,901,334	84.7%

Sewer Fund

Revenue Categories	Adopted Budget	Amendments	Grants C/O	Amended Budget	Receipt	Outstanding	% Receipt	Receipt 12/31/2022	% Receipt 12/31/2022
Charges for Services	23,539,248	0	0	23,539,248	12,325,220	11,214,028	52.4%	12,825,508	52.4%
Intergovernmental	0	0	0	0	0	0	0.0%	0	0.0%
Licenses, Permits & Fines	0	0	0	0	553	(553)	0.0%	(42,050)	0.0%
Other Revenues	0	0	0	0	111,297	(111,297)	0.0%	39,282	100.0%
Use of Money and Property	286,967	0	0	286,967	154,492	132,475	53.8%	79,529	38.6%
Grand Total	23,826,215	0	0	23,826,215	12,591,562	11,234,653	52.8%	12,902,269	52.2%

Expenditures by Department	Adopted Budget	Amendments	Grants C/O	Encumb. C/O	Amended Budget	Expenditure	Encumbrance	Total YTD Exp.	% of Amended Budget	Total YTD Exp. 12/31/2022	% of Amended Budget 12/31/2022
City Manager	9,167	0	0	0	9,167	0	0	0	0.0%	0	0.0%
Engineering	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Finance	670,509	0	0	11,647	682,156	269,932	90,049	359,981	52.8%	410,876	56.3%
Non-Departmental	11,223,018	0	0	23,458	11,246,476	6,535,118	5,788,922	12,324,040	109.6%	9,428,414	90.1%
Public Works	3,643,288	0	0	72,451	3,753,095	1,344,255	92,387	1,436,642	38.3%	2,011,314	49.9%
Transfers In/Out/Revenue	1,503,623	0	0	0	1,503,623	751,812	0	751,812	50.0%	722,098	50.0%
Grand Total	17,049,605	0	0	107,556	17,194,517	8,901,117	5,971,358	14,872,475	86.5%	12,572,702	75.4%



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Review Fiscal Year 2023-24 Mid-Year Report, Approve FY2023-24 Mid-year Budget Amendments, Adopt a Resolution Amending Resolution No. 1626, the Classification Plan, to Reclassify Positions, Approve and Adopt the Pay Schedule titled “New Job Classifications/Salary Table (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; and Lauren Lai, Finance Director, 408-586-3111)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	2/20/2024
Recommendation:	(1) Review the FY 2023-24 Mid-Year Report; (2) Approve FY 2023-24 Mid-Year Budget Amendments; and (3) Adopt a resolution amending Resolution No. 1626, the Classification Plan, to reclassify positions, approve and adopt the pay schedule titled “New Job Classifications/Salary Table”, and amend budgeted allocated positions.

Background:

On June 6, 2023, the City Council approved the Fiscal Year (FY) 2023-24 Adopted Operating Budget in the amount of \$231.9 million and the General Fund Budget in the amount of \$129.5 million. After adoption of the budget, staff monitors revenues and expenditures for all funds with an emphasis on the General Fund and Enterprise Funds.

Per the California Code of Regulations § 570.5, any CalPERS agency such as the City is required to bring all pay schedules for its CalPERS benefited employees before the governing board for review and approval.

Analysis:

This staff report provides FY2023-24 mid-year budget adjustments and position change recommendations for Council consideration. The final section of this report discusses the recommendation to adopt salary tables for various employee classifications.

General Fund

On June 6, 2023, the City Council approved the Fiscal Year (FY) 2023-24 Adopted Operating General Fund Budget in the amount of \$129.5 million. As of December 31, 2023, the City received \$38.0 million in revenues and incurred \$71.8 million in expenditures. Revenues and expenditures are seasonal with cash flow fluctuations due to timing of revenue receipts and City services rendered. As such, actual percentage of revenues may not match the lapsed time period.

Revenues

For the six months ended December 31, 2023, the General Fund has received \$38.0 million. The proposed FY23-24 mid-year adjustments total \$0.7 million, resulting in \$130.2 million FY23-24 amended revenue budget.

	Adopted Budget	BCF Through 01/23/24	Amended Budget (01/23/24)	Proposed Mid-Year	Amended Budget Mid-Yr
	FY 23-24	FY 23-24 Amend	FY23-24	Amendments	FY23-24
Revenues					
Property Taxes	\$ 46,023,853	\$ -	\$ 46,023,853	\$ -	\$ 46,023,853
Sales & Use Tax	\$ 28,877,560	\$ -	\$ 28,877,560	\$ -	\$ 28,877,560
Sales Tax - Measure F	\$ 6,991,000	\$ -	\$ 6,991,000	\$ 300,000	\$ 7,291,000
Transient Occupancy Tax	\$ 11,811,235	\$ -	\$ 11,811,235	\$ -	\$ 11,811,235
Licenses, Permits & Fines	\$ 8,662,020	\$ -	\$ 8,662,020	\$ 500,000	\$ 9,162,020
Charges for Services	\$ 8,111,025	\$ 1,800	\$ 8,112,825	\$ (195,335)	\$ 7,917,490
Franchise Fees	\$ 5,811,867	\$ -	\$ 5,811,867	\$ -	\$ 5,811,867
Use of Money and Property	\$ 414,000	\$ -	\$ 414,000	\$ -	\$ 414,000
Other Taxes	\$ 1,088,587	\$ -	\$ 1,088,587	\$ -	\$ 1,088,587
Intergovernmental	\$ 820,572	\$ 7,629	\$ 828,201	\$ 90,869	\$ 919,070
Other Revenues	\$ 389,525	\$ -	\$ 389,525	\$ -	\$ 389,525
Operating Transfers In	\$ 8,131,426	\$ -	\$ 8,131,426	\$ -	\$ 8,131,426
Use of Reserves (Technology, Infrastructure)	\$ 2,400,000	\$ -	\$ 2,400,000	\$ -	\$ 2,400,000
				\$ -	\$ -
Total Sources	\$ 129,532,669	\$ 9,429	\$ 129,542,098	\$ 695,534	\$ 130,237,632

- Sales Tax – Measure F (Increase \$300,000): For FY2023-24, the proposed amendment increases revenue by \$0.3 million, resulting in estimated Measure F Sales Tax revenue of \$7.3 million. That would make FY24 consistent with FY23 actual and current trends.
- Licenses, Permits and Fees (Increase \$500,000): For FY2023-24, the proposed amendment increases revenue by \$0.5 million, resulting in estimated License, Permits & Fees of \$9.2 million. The proposed amendment aligns with current trends for Plan Check, which are expecting a slight increase in revenues.
- Charges for Services (Decrease \$195,335): For FY2023-24, the proposed amendment increases revenue by \$0.5 million, resulting in estimated Charges for Services of \$7.9 million. The proposed amendments align with current trends for Recreation and Community Services, as follows:
 - Recreation Fees – The proposed increase is \$292,000 and FY2023-24 revenue estimate is \$2.7 million. Recreation programs participation and service demands are increasing with forecast of sustained growth in spring and summer of 2024.
 - After the Bell (ATB) program – ATB programs sites were reduced this year due to MUSD requirements, thus less students are being served by ATB than originally projected. The proposed decrease is \$0.5 million and FY2023-24 revenue estimate is \$0.7 million.
- Intergovernmental (Increase \$90,896): For FY2023-24, the proposed amendment increases revenue by \$90,869, resulting in estimated Intergovernmental revenue of \$0.9 million. This action recognizes revenue for reimbursable overtime and medicare costs related to fire mutual aid provided in response to the wildfire season.

Expenditures

For the six months ended December 31, 2023, the General Fund incurred \$71.8 million of expenditures and encumbrances. The proposed FY23-24 mid-year adjustments total \$0.4 million, resulting in \$130.2 million FY23-24 amended expenditure budget.

	Adopted Budget	BCF Through 01/23/24	Amended Budget (01/23/24)	Proposed Mid-Year	Amended Budget Mid-Yr
	FY 23-24	FY 23-24 Amend	FY23-24	Amendments	FY23-24
EXPENDITURES					
Salaries	\$ 60,652,621	\$ -	\$ 60,652,621	\$ 166,698	\$ 60,819,319
Benefits	\$ 38,728,906	\$ -	\$ 38,728,906	\$ -	\$ 38,728,906
Services & Supplies	\$ 25,140,381	\$ 184,429	\$ 25,324,810	\$ 226,594	\$ 25,551,404
Debt Services	\$ 1,228,000	\$ -	\$ 1,228,000	\$ -	\$ 1,228,000
Capital Outlay	\$ 538,945	\$ 122,311	\$ 661,256	\$ -	\$ 661,256
Operating Transfers Out	\$ 3,243,817	\$ -	\$ 3,243,817	\$ -	\$ 3,243,817
Total Uses	\$ 129,532,670	\$ 306,740	\$ 129,839,410	\$ 393,292	\$ 130,232,702
Annual Surplus/(Deficit)	\$ (0)	\$ (297,311)	(\$297,311)	\$302,242	\$4,931

- Salaries (Increase \$166,698): For FY2023-24, the proposed amendments increase salaries by \$0.2 million due to the following:
 - Fire Overtime increase of \$0.4 million for operational requirements through FY24
 - Fire overtime and medicare costs related to fire mutual aid provided in response to wildfire season increase of \$90,869.
 - Vacancy savings is estimated at \$2.9 million (or 3.0% of staffing costs) in the adopted budget. This proposed amendment allocates the savings amongst the departments accordingly.
 - Add/delete in the fire department and reclassification in the public works department are summarized in a later section. The fiscal impacts will be absorbed within the FY24 operating budgets for the respective departments.
 - Recreation temporary staff costs decrease of \$324,171 to balance loss of revenue due to reduction in After the Bell program sites
- Services and Supplies (Increase \$226,594): For FY2023-24, the proposed amendment increases services and supplies by \$0.2 million due to the following:
 - Maintenance supplies amendment of \$50,000 to increase funding for striping and asphalt repair related materials for proactive repairs not covered by utility repairs or annual resurfacing projects.
 - Contractual services amendment of \$245,044 to increase funding for projected Recreation and Community Services contract classes demand.
 - Recreation departmental amendment of \$68,450 to decrease supply costs to balance loss of revenue as After the Bell program sites were reduced this year.

Other Funds

- Water M & O Fund Expenditure- This proposed amendment recognizes costs of about \$43,670 to cover Bay Area Water Supply & Conservation Agency ("BAWSCA") annual assessment payments.
- Capital Improvement Program (CIP) amendments are as follows:

- CIP 3447 Fire Station 2 Replacement - This action defunds CP 3447 in amount of \$900,000 and returns \$900,000 to General Government CIP Fund. The defund is due to cost of work is less than what it was anticipated.
- CIP 3461 Fire Stations Security -This action defunds CP 3461 in amount of \$43,000 and returns \$43,000 to General Government CIP Fund. This project has been completed.
- CIP 3403 Fire Station Improvement -This action defunds CP 3403 in amount of \$400,000 and returns \$400,000 to General Government CIP Fund – The defund is due to cost of work is less than what it was anticipated.
- CIP 3445 Public Safety Disaster Plan-This action defunds CP 3445 in amount of \$75,000 and returns \$75,000 to General Government CIP Fund - The defund is due to cost of work is less than what it was anticipated.
- CIP 3497 Public Safety Computers -This action defunds CP 3497 in amount of \$100,000 and returns \$100,000 to General Government CIP Fund. The defund is due to purchase of the equipment cost is less than what it was anticipated.
- CIP 3454 Enhanced Striping & Beacon – This action defunds CP 3454 in amount of \$225,000 and returns \$225,000 to Street Improvement Fund. This project has been completed.
- CIP 3458 Enhanced Striping & Beacon – This action defunds CP 3458 in amount of \$194,000 and returns \$194,000 to Street Improvement Fund. This project has been completed.
- CIP 3469 TADIF Nexus Fee and CFD Nexus Study Contract Budget Increase project funding in amount of \$180,000 to cover additional work to be performed by Harris & Associates and related staff salary.
- CIP 3406 City Building Improvement – Transfer in \$445,000 to CP 3406 to increase project funding and appropriate project expenditures in the same amount for unanticipated and emergency failures with mechanical systems in City facilities.
- CIP 3447 Fire Station No. 2 Replacement – Appropriate \$2,795 to 2020 Lease Revenue Bonds interest earned to CP 3447 to increase project funding.

Also for Council consideration is the adoption of resolution amending Resolution No. 1626, the Classification Plan, to Reclassify Positions, Approve and Adopt the Pay Schedule titled “New Job Classifications/Salary Table”, and Amend Budgeted Allocated Positions. The resolution entitles salary table approval and classification changes, as summarized below.

Salary Table Approval

As required by State law, staff prepared a resolution which includes the most current salary for your review and approval. The salary table is consistent with Council approved Memoranda of Understandings and salary ranges granted for the International Association of Firefighters Local 1699 employees and is effective January 14, 2024.

Amend Budgeted Allocated Positions

1. Add/Delete Classifications in the Fire Department:

Staff recommends deleting one (1) vacant Fire Prevention Inspector and adding one (1) 40-hour Fire Battalion Chief. On November 13, 2023, the City finalized discussions with International Association of Firefighters (IAFF) Local 1699 regarding this change. This proposed change would address a workload redistribution need that currently exists in the EMS/Training Division, with no impact to the Fire Prevention Division’s ability to maintain the high level of service that the City and community expect.

The new 40-hour Battalion Chief would be responsible for directing development and implementation of department goals, objectives, policies, procedures, and operating guidelines under EMS, Ambulance Services, Training, and Office of Emergency Management (OEM). This position will report directly to the Fire Chief, and would be instrumental in capital projects oversight, strategic planning, and the on-going and expected future demand for EMS and ambulance program management together with expansion of OEM. Both the City and the Union were in agreement.

2. Reclassify One (1) Classification in the Public Works Department:

Staff recommends reclassifying the Public Works Manager – Utilities to Public Works Division Manager – Utilities and aligning the salary range to match the other three Public Works Division Managers at the City, which is \$159,190.99 to \$198,988.74 annually.

The primary reasons for this recommendation is span of control and consequence of error. The three Public Works Division Managers have a similar span of control, and each position requires significant experience and education. Additionally, reclassifying this position will help with recruiting efforts, as the position has been difficult to fill. This position is critical to the City's public health and safety as it oversees the City's drinking water system and storm/sewer collection systems and manages a team of 22 full-time equivalent ("FTE) staffing.

Policy Alternative:

Alternative 1: Do not approve FY 2023-24 Mid-Year Budget Amendment Recommendations

Pros: Not approving certain budget amendment recommendations will result in not aligning the budget with actual trends and make it more difficult to manage the budget and address urgent service demands.

Cons: The recommended budget amendment recommendations include urgent funding recommendations and adjustments to budget estimates, positions and pay schedules.

Reason not recommended: Not approving the FY 2023-24 Mid-Year budget amendment recommendations will result in not funding certain programs, adjust budget estimates to year-to-date revenue proceeds received, and adjust positions and/or pay schedules.

Fiscal Impact:

If Council approves the recommendations, the FY24 budget General Fund revenues will increase by \$0.7 million and appropriations by \$0.3 million, net encumbrances carryforward of \$0.3 million. The FY24 amended General Fund revenues and expenditures are \$130.2 million, respectively. General Fund reserves and fund balances will be administered in accordance with City policies.

California Environmental Quality Act:

The action being considered is exempt from environmental review pursuant to CEQA Guideline 15378(b)(4) as a governmental fiscal activity without a commitment to any project that would result in a potentially significant impact on the environment. Further, it is also exempt pursuant to CEQA Guideline 15378(b)(2) as a continuing administrative activity including the purchases of supplies and personnel-related actions, etc.

Recommendation:

1. Review the FY 2023-24 Mid-Year Report
2. Approve FY 2023-24 Mid-Year Budget Amendments
3. Adopt a Resolution Amending Resolution No. 1626, the Classification Plan, to Reclassify Positions, Approve and Adopt the Pay Schedule titled "New Job Classifications/Salary Table", and Amend Budgeted Allocated Positions

Attachment(s):

- (a) FY 2023-24 Mid-Year Budget Adjustment Recommendations
- (b) Exhibit A – New Job Classifications/Salary Table
- (c) Resolution

CITY OF MILPITAS									
FY 2023-24 Mid-Year Budget Funding Requests									
Operating Budget									
Item	Department	Category	Title	Request Title	Description of Requested Adjustment	Expenditure General Fund	Expenditure Other Funds	Revenue General Fund	Revenue Other Funds
1	Building	License and Permits	Building Permit Revenue	Adjust plan check revenue. 100-3217	Adjust plan check revenue based on projection from 1,900,000 to 2,400,000. 100-3217			500,000	
2	Fire	Personnel	Fire Non-Reimbursable Overtime	Balance Fire Overtime	At the time of the original FY24 budget submission Fire requested an increase in the overtime budget (100-812-4113) based on need and historical data trends. That request was denied with the understanding that Fire would come back during the midyear budget process if there were going to be budget shortfalls. Due to operational requirements, and as mandated in the IAFF 1699 MOU, there are daily minimum staffing requirements. During FY24 line staff vacancies, upstaffing for attrition, sick leave/family leave usage, workers comp, routine vacation, and staffing of interview panels for weeks of firefighter interviews have impacted Fire Suppression OT. The average monthly run rate for 812-4113 OT is approximately \$165,000. If Fire utilizes \$250,000 of the OT budget from 822-4113 Prevention for shortfalls in 812-4113 then the Fire Department still needs an estimated \$400,000 to get through FY24. Therefore, Fire is requesting \$400,000 in OT to balance the budget under 812-4113 in FY24.	400,000			
3	Fire	Personnel		Reclassification of one Fire Department position	The Fire Department is requesting a reclassification of one (1) vacant, funded Fire Prevention Inspector position to a Fire 40-hour Battalion Chief. The purpose of the position would be to direct development and implementation of department goals, objectives, policies, procedures, and operating guidelines under EMS, Ambulance Services, Training, and Office of Emergency Management (OEM). The reclassified position will report directly to the Fire Chief, and would be instrumental in capital projects oversight, strategic planning, and the on-going and expected future demand for EMS and ambulance program management together with expansion of OEM. *Reallocate \$57,738 from 100-822-4111 to 100-801-4111 to cover salary of 40 hour BC for the 4 months (March - June) of FY2024.	-			
4	Public Works	Personnel		Salary Adjustment for PW Manager - Utilities	Salary increase for PW Manager - Utilities for recruitment purposes. This position has been vacant for almost a year. Our HR Team and recruiting firm (WBPC) have been unsuccessful in filling this vacancy. *Fiscal impact of \$21,518 (split between Funds 400 and 450) will be absorbed in Department's FY2024 Operating Budget.		-		
5	Public Works	Supplies and Services		Streets Division Operating Budget for Maintenance Supplies	Funding for striping and asphalt repair related materials. The PW Streets Division has only been doing request-based repairs in our pavement and striping operations. The division does not have any funding to make proactive repairs to pavement that is not covered by utility repairs or Traffic Engineering annual resurfacing projects. Additional funding will allow the division to make repairs to pavement on a proactive basis and being able to respond to service requests from residents for failed roadways. The division currently only has funding allocated to fill potholes with cold patch which needs to be refilled frequently until the area gets added to Traffic Engineering's resurfacing projects. Additional funding will allow the division to remove and replace filled pavement and various pavement treatments to extend the life of roadways. Additionally, striping repairs have only been addressed as requests come from residents or through Traffic Engineering. The division has exhausted their supply of materials that were last purchased in 2012. Larger requests have been completed by contractors through CIP 4295. The additional funding request will allow the division to catch up in-house with striping, refreshing legends, and replacing missing raised pavement markings, as needed.	50,000			
6	Public Works	Supplies and Services		Funding Increase for BAWSCA Quarterly Assessments	This funding request is to add an additional \$43,670 to cover Q3 and Q4 BAWSCA annual assessment payments.		43,670		
7	Recreation	Charges for Services		Recreation and Community Services Contract Classes Increase	Function: 170 Object code: 4237 Contract Services FY 24 budgeted amount: \$434,774 Mid-year request: Budget increase of \$190,000 Contract Classes have a shown an increase in participation starting in summer 2023 with sustained growth in Spring 2024 and Summer 2024. Staff has projected an increase overall of 40-45% for FY23/24. Contract class revenue is derived from a 65/35% split between contract instructor and the City. The additional 190k needed to meet the projected contract class demand will bring-in approximately \$292k in participant fees to the Recreation and Community Services Department.	190,000		292,000	
8	Recreation	Charges for Services		After the Bell Bussing	After the Bell (ATB), long standing department program, is partnering with the MUSD to bus students to two ATB satellite sites at the Milpitas Community Center and Sal Cracolice Recreational Facility. Direct costs for the bussing are the responsibility of the City. 100% of those direct costs are being passed on to the customers through program fees.	55,044		55,044	
9	Recreation	Charges for Services		After the Bell Program Staff & Supply Reductions	After the Bell (ATB) program sites were reduced this year due to the MUSD requirement to host ELOP programming at all elementary school sites. Thus, less students are being served by ATB than originally projected for FY 23-24. Staff is proposing reductions in staff and supply costs of \$392,621. Revenue reduction for this program area is also proposed at \$542,379.	(392,621)		(542,379)	
10	Non-Departmental	Personnel	Vacancy Savings Adjustment - Departments	Vacancy Savings Adjustment - Departments	This action allocates vacancy savings to the appropriate departments: City Clerk - \$71,424 City Council - \$132,454 City Manager - \$139,240 Economic Development - \$161,475 Engineering - \$433,314 Finance - \$302,101 Information Technology - \$669,673 Police - \$383,003 Public Works - \$437,895 Recreation and Community Services - \$309,229	2,939,808			
11	Non-Departmental	Personnel	Vacancy Savings Adjustment	Vacancy Savings Adjustment	This action allocates vacancy savings to the appropriate departments.	(2,939,808)			
17	Fire	Intergovernmental Revenue & Administrative Services	Fire Reimbursements Fire Season Mutual Aid	CalOES Fire - Reimbursable Overtime	This action recognizes revenue for CalOES Fire - Reimbursable Overtime and medicare costs related to Fire mutual aid.	90,869		90,869	
18	Non-Departmental	Sales & Use Tax	Increase Sales Tax - Measure F	This action increases Sales Tax revenue that would make FY24 consistent with FY23 actuals and align with current trends.				300,000	
Total						393,292	43,670	695,534	

	Capital Budget Adjustments								
Item #	Department		Title	Description	Expenditure Other Funds				
C1a	Capital Improvement Budget Adjustment		CIP Projects Defund at MidYear	To defund General Govt CIP Fund (330) funding from the project and place back into the fund balance: CIP 3447 Fire Station 2 Replacement Defund	To defund General Govt CIP Fund (330) funding from the project and placed back into the fund balance CIP 3447 Fire Station 2 Replacement - \$(900,000)		(900,000)		900,000
C1b	Capital Improvement Budget Adjustment		CIP Projects Defund at MidYear	To defund General Govt CIP Fund (330) funding from the project and place back into the fund balance: CIP 3461 Fire Stations Security	To defund General Govt CIP Fund (330) funding from the project and placed back into the fund balance CIP 3461 Fire Stations Security - \$(43,000)		(43,000)		43,000
C1c	Capital Improvement Budget Adjustment		CIP Projects Defund at MidYear	To defund General Govt CIP Fund (330) funding from the project and place back into the fund balance: CIP 3403 Fire Station Improvement	To defund General Govt CIP Fund (330) funding from the project and placed back into the fund balance CIP 3403 Fire Station Improvement - \$(400,000)		(400,000)		400,000
C1d	Capital Improvement Budget Adjustment		CIP Projects Defund at MidYear	To defund General Govt CIP Fund (330) funding from the project and place back into the fund balance: CIP 3445 Public Safety Disaster Plan	To defund General Govt CIP Fund (330) funding from the project and placed back into the fund balance CIP 3445 Public Safety Disaster Plan - \$(75,000)		(75,000)		75,000
C1e	Capital Improvement Budget Adjustment		CIP Projects Defund at MidYear	To defund General Govt CIP Fund (330) funding from the project and place back into the fund balance: CIP 3497 Public Safety Computers	To defund General Govt CIP Fund (330) funding from the project and placed back into the fund balance CIP 3497 Public Safety Computers - \$(100,000)		(100,000)		100,000
C1f	Capital Improvement Budget Adjustment		CIP Projects Defund at MidYear	To defund Street Improvement Fund (310) funding from the project and placed back into the fund balance: CIP 3454 Enhanced Striping & Beacon	To defund Street Improvement Fund (310) funding from the project and placed back into the fund balance CIP 3454 Enhanced Striping & Beacon - \$(225,000)		(225,000)		225,000
C1g	Capital Improvement Budget Adjustment		CIP Projects Defund at MidYear	To defund Street Improvement Fund (310) funding from the project and placed back into the fund balance: CIP 3458 Radar Speed Feedback Signage	To defund Street Improvement Fund (310) funding from the project and placed back into the fund balance CIP 3458 Radar Speed Feedback Signage - \$(194,000)		(194,000)		194,000
C2	Capital Improvement Budget Adjustment			Harris & Associates - TADIF Nexus Fee and CFD Nexus Study Contract Budget Increase	We are requesting to add funds to the CIP 3469 TADIF Nexus Fee and CFD Nexus Study (Metro Impact Fee) to cover additional work to be performed by Harris & Associates (\$100,000), as well as the wages for Project Manager Kevin Riley's salary (\$80,000).		180,000		(180,000)
C3	Capital Improvement Budget Adjustment		Restoration of CIP 3406	This request is to address unanticipated and emergency failures with mechanical systems in City facilities. \$445K was used from CIP 3406 to make the necessary repairs. Projects included City Hall & PW/IT/PD HVAC emergency repairs, Engineer Drawings for PW/PD and MSC boiler replacement to meet Building Permit guidelines, AC Replacement at MSC, Sand Filter replacements at MSC and IT office reconfiguration.	Transfer in to CIP3406 and appropriate project expenditures in the same amount.		445,000		(445,000)
C4	Capital Improvement Budget Adjustment			Appropriate 2020 Lease Revenue Bonds Interest Earned to CP3447			2,795		(2,795)

CITY OF MILPITAS - HUMAN RESOURCES
All Job Classifications/Salary Table Effective 01/14/2024

Classification	Union Code	Occ Code	Pay Grade	Step A			Step B			Step C			Step D			Step E		
				Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual
Accountant	50	2101	500	49.81	3,831.91	99,629.66	50.29	4,023.48	104,610.48	52.80	4,223.84	109,819.84	55.45	4,436.02	115,336.52	58.21	4,657.02	121,082.52
Accounting Technician I	50	6104	513	32.44	2,495.54	64,884.04	32.75	2,620.34	68,128.84	34.39	2,751.36	71,535.36	36.11	2,888.92	75,111.92	37.92	3,033.37	78,867.62
Accounting Technician II	50	6105	514	35.69	2,745.08	71,372.08	36.03	2,882.37	74,941.62	37.83	3,026.49	78,688.74	39.72	3,177.85	82,624.10	41.71	3,336.66	86,753.16
Administrative Analyst I	80	2102	801	42.02	3,361.82	87,407.32	-	-	-	-	-	-	-	-	-	55.32	4,425.62	115,066.12
Administrative Analyst II	80	2103	802	46.41	3,712.73	96,530.98	-	-	-	-	-	-	-	-	-	61.09	4,886.81	127,057.06
Administrative Assistant	80	6111	828	40.09	3,207.26	83,388.76	42.10	3,367.62	87,558.12	44.20	3,536.02	91,936.52	46.41	3,712.80	96,532.80	48.73	3,898.43	101,359.18
Adult Crossing Guard	70	8401	725	17.20	1,376.00	35,776.00	-	-	-	-	-	-	-	-	-	20.52	1,641.60	42,681.60
Adult Crossing Guard Supervisor	70	8402	720	19.24	1,539.20	40,019.20	-	-	-	-	-	-	-	-	-	24.05	1,924.00	50,024.00
Assistant Chief of Police	60	1405	649	104.45	8,356.04	217,257.04	-	-	-	-	-	-	-	-	-	146.23	11,698.45	304,159.70
Assistant City Attorney	60	1113	645	78.46	6,276.93	163,200.18	-	-	-	-	-	-	-	-	-	106.21	8,496.84	220,917.84
Assistant City Manager	60	1104	666	98.45	7,876.34	204,784.84	-	-	-	-	-	-	-	-	-	137.84	11,026.88	286,698.88
Assistant Dir Recr & Comm Svcs	60	1121	659	67.18	5,374.71	139,742.46	-	-	-	-	-	-	-	-	-	94.06	7,524.59	195,639.34
Assistant Engineer	50	2201	502	53.97	4,151.81	107,947.06	54.49	4,359.39	113,344.14	57.22	4,577.35	119,011.10	60.08	4,806.25	124,962.50	63.08	5,046.59	131,211.34
Assistant Finance Director	60	1109	669	70.85	5,668.21	147,373.46	-	-	-	-	-	-	-	-	-	99.20	7,935.69	206,327.94
Assistant Fire Marshal	60	2501	632	81.30	6,503.96	169,102.96	-	-	-	-	-	-	-	-	-	113.82	9,105.56	236,744.56
Assistant Planner	50	2801	503	51.75	3,981.04	103,507.04	52.25	4,180.19	108,684.94	54.86	4,388.45	114,099.70	57.60	4,607.82	119,803.32	60.48	4,838.31	125,796.06
Assistant Pool Manager	70	5609	709	22.16	1,772.80	46,092.80	-	-	-	-	-	-	-	-	-	27.70	2,216.00	57,616.00
Assistant Water Operator	20	7212	221	42.68	3,201.07	83,227.82	44.82	3,361.13	87,389.38	47.06	3,529.18	91,758.68	49.41	3,705.62	96,346.12	51.88	3,890.93	101,164.18
Assistant Water Operator - 40	20	8611	226	42.93	3,434.48	89,296.48	45.08	3,606.37	93,765.62	47.34	3,786.86	98,458.36	49.71	3,976.96	103,400.96	52.20	4,175.72	108,568.72
Associate Civil Engineer	50	2202	504	62.07	4,774.56	124,138.56	62.67	5,013.32	130,346.32	65.80	5,263.99	136,863.74	69.09	5,527.19	143,706.94	72.54	5,803.57	150,892.82
Associate Planner	50	2802	505	59.51	4,577.47	119,014.22	60.09	4,806.96	124,980.96	63.09	5,047.56	131,236.56	66.24	5,299.28	137,781.28	69.55	5,564.14	144,667.64
Budget Manager	80	1115	839	61.26	4,900.49	127,412.74	-	-	-	-	-	-	-	-	-	80.63	6,450.48	167,712.48
Building & Housing Director	60	1802	658	85.63	6,850.13	178,103.38	-	-	-	-	-	-	-	-	-	119.88	9,590.18	249,344.68
Building Inspection Manager	80	3809	848	63.81	5,105.17	132,734.42	-	-	-	-	-	-	-	-	-	77.57	6,205.42	161,340.92
Building Inspector Apprentice	70	8610	770	28.00	2,240.00	58,240.00	-	-	-	-	-	-	-	-	-	35.00	2,800.00	72,800.00
Building Official	60	1804	676	75.32	6,025.48	156,662.48	-	-	-	-	-	-	-	-	-	105.45	8,435.67	219,327.42
Building Permit Technician	50	5801	508	39.52	3,040.05	79,041.30	39.90	3,192.38	83,001.88	41.91	3,352.54	87,166.04	43.99	3,519.54	91,508.04	46.19	3,695.33	96,078.58
Building/NP Inspector	50	3801	507	52.38	4,029.41	104,764.66	52.89	4,230.92	110,003.92	55.53	4,442.42	115,502.92	58.31	4,664.57	121,278.82	61.22	4,897.77	127,342.02
Business Systems Analyst/Dev	80	2119	853	56.02	4,481.54	116,520.04	-	-	-	-	-	-	-	-	-	73.74	5,899.08	153,376.08
Buyer	80	2106	803	41.64	3,331.34	86,614.84	-	-	-	-	-	-	-	-	-	54.81	4,385.08	114,012.08
CIP Manager	60	2211	642	65.06	5,205.17	135,334.42	-	-	-	-	-	-	-	-	-	91.10	7,287.82	189,483.32
Case Manager	50	5612	544	35.41	2,723.90	70,821.40	-	-	-	-	-	-	-	-	-	42.49	3,399.37	88,383.62
Chief Fire Enforcement Officer	60	1505	656	68.25	5,459.80	141,954.80	-	-	-	-	-	-	-	-	-	95.55	7,643.72	198,736.72
Chief of Police	60	1402	650	109.67	8,773.58	228,113.08	-	-	-	-	-	-	-	-	-	153.54	12,283.04	319,359.04
City Attorney	60	1112	644	99.96	7,997.00	207,922.00	-	-	-	-	-	-	-	-	-	124.95	9,996.27	259,903.02
City Clerk	60	1101	605	65.11	5,208.61	135,423.86	-	-	-	-	-	-	-	-	-	91.16	7,292.88	189,614.88
City Engineer	60	1201	606	75.95	6,076.04	157,977.04	-	-	-	-	-	-	-	-	-	106.33	8,506.46	221,167.96
City Manager	60	1102	697	134.13	10,730.77	279,000.02	-	-	-	-	-	-	-	-	-	134.13	10,730.77	279,000.02
Code Enforcement Officer	50	5804	515	45.80	3,523.20	91,603.20	46.24	3,699.41	96,184.66	48.56	3,885.17	101,014.42	50.99	4,079.42	106,064.92	53.54	4,283.25	111,364.50
Communications Dispatch Superv	40	6409	456	56.46	4,516.98	117,441.48	59.29	4,742.83	123,313.58	62.25	4,979.98	129,479.48	65.36	5,228.99	135,953.74	68.63	5,490.44	142,751.44
Communications Dispatcher	40	6408	455	48.89	3,910.97	101,685.22	51.33	4,106.50	106,769.00	53.90	4,311.81	112,107.06	56.59	4,527.36	117,711.36	59.42	4,753.74	123,597.24
Community Services Officer	50	5807	551	43.82	3,370.92	87,643.92	44.24	3,539.47	92,026.22	46.46	3,716.45	96,627.70	48.78	3,902.26	101,458.76	51.22	4,097.40	106,532.40
Councilmember	60	1107	699	20.87	1,672.00	43,056.00	-	-	-	-	-	-	-	-	-	20.87	1,672.00	43,056.00
Crime Analyst	80	2105	809	50.31	4,024.40	104,634.40	-	-	-	-	-	-	-	-	-	66.22	5,297.35	137,731.10
Cross Connection Specialist	20	8626	239	44.37	3,549.65	92,290.90	46.71	3,736.47	97,148.22	49.16	3,933.13	102,261.38	51.75	4,140.13	107,643.38	54.48	4,358.04	113,309.04
Customer Services Supervisor	80	2127	847	48.78	3,902.36	101,461.36	-	-	-	-	-	-	-	-	-	64.20	5,136.36	133,545.36
Deputy City Attorney	60	1114	646	61.30	4,903.84	127,499.84	-	-	-	-	-	-	-	-	-	84.97	6,797.43	176,733.18
Deputy City Clerk	80	6102	835	47.90	3,832.11	99,634.86	-	-	-	-	-	-	-	-	-	58.22	4,657.94	121,106.44
Deputy City Manager	60	1119	672	96.49	7,718.81	200,689.06	-	-	-	-	-	-	-	-	-	135.02	10,801.85	280,848.10
Deputy Director of IT	60	1123	679	77.97	6,237.69	162,179.94	-	-	-	-	-	-	-	-	-	99.85	7,988.17	207,692.42
Deputy Fire Chief	60	1504	633	102.44	8,195.58	213,085.08	-	-	-	-	-	-	-	-	-	143.42	11,473.81	298,319.06
Deputy Public Works Director	60	1207	654	75.95	6,076.04	157,977.04	-	-	-	-	-	-	-	-	-	106.33	8,506.46	221,167.96
Digital Media Specialist	80	2121	840	43.33	3,466.76	90,135.76	-	-	-	-	-	-	-	-	-	57.04	4,563.31	118,646.06
Dir of Recr & Community Svcs	60	1208	655	83.85	6,708.28	174,415.28	-	-	-	-	-	-	-	-	-	117.62	9,409.89	244,657.14
Economic Development Coord	80	8623	852	52.86	4,228.77	109,948.02	-	-	-	-	-	-	-	-	-	65.55	5,243.62	136,334.12
Economic Development Director	60	1206	653	78.76	6,301.09	163,828.34	-	-	-	-	-	-	-	-	-	110.27	8,821.50	229,359.00
Economic Development Spec	80	8606	850	50.34	4,027.05	104,703.30	-	-	-	-	-	-	-	-	-	60.76	4,861.06	126,387.56
Electrical/Building Inspector	50	3802	511	55.00	4,230.91	110,003.66	55.53	4,442.42	115,502.92	58.31	4,664.56	121,278.56	61.22	4,897.77	127,342.02	64.28	5,142.67	133,709.42
Emergency Services Coordinator	80	2502	836	55.62	4,449.24	115,680.24	-	-	-	-	-	-	-	-	-	73.20	5,855.80	152,250.80
Engineering Aide	50	3201	512	42.92	3,301.75	85,845.50	43.34	3,466.85	90,138.10	45.50	3,640.17	94,644.42	47.78	3,822.16	99,376.16	50.17	4,013.27	104,345.02
Engineering Permit Technician	50	2210	540	38.64	2,972.15	77,275.90	39.01	3,120.77	81,140.02	40.96	3,276.79	85,196.54	43.01	3,440.59	89,455.34	45.16	3,612.64	93,928.64
Entry Firefighter/EMT - 40	10	4512	115	50.50	4,040.28	105,047.28	52.52	4,201.89	109,249.14	-	-	-	-	-	-	-	-	-
Entry Firefighter/EMT - 56	10	4510	112	36.07	4,040.28	105,047.28	37.52	4,201.89	109,249.14	-	-	-	-	-	-	-	-	-
Entry Firefighter/Paramedic-40	10	4513	116	56.56	4,525.11	117,652.86	58.83	4,706.14	122,359.64	-	-	-	-	-	-	-	-	-
Entry Firefighter/Paramedic-56	10	4511	113	40.40	4,525.11	117,652.86	42.02	4,706.14	122,359.64	-	-	-	-	-	-	-	-	-
Entry Level Fire Inspector	10	3508	114	44.03	3,522.52	91,585.52	46.23	3,698.65	96,164.90	48.55	3,883.60	100,973.60	50.97	4,077.78	106,022.28	53.03	4,242.70	110,310.20
Envir & Regulatory Complly Spec</																		

CITY OF MILPITAS - HUMAN RESOURCES
All Job Classifications/Salary Table Effective 01/14/2024

Classification	Union Code	Occ Code	Pay Grade	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual
Finance Manager	60	1116	647	60.69	4,855.51	126,243.26	-	-	-	-	-	-	-	-	-	84.97	6,797.75	176,741.50
Financial Analyst I	80	2125	844	39.24	3,139.00	81,614.00	-	-	-	-	-	-	-	-	-	51.65	4,131.85	107,428.10
Financial Analyst II	80	2126	845	43.33	3,466.76	90,135.76	-	-	-	-	-	-	-	-	-	57.04	4,563.31	118,646.06
Fire Battalion Chief	10	2508	153	54.56	6,110.87	158,882.62	-	-	-	-	-	-	-	-	-	76.39	8,555.22	222,435.72
Fire Battalion Chief - 40	10	2509	154	76.39	6,110.87	158,882.62	-	-	-	-	-	-	-	-	-	106.94	8,555.22	222,435.72
Fire Captain	100	2504	100	47.75	5,348.06	139,049.56	50.08	5,608.79	145,828.54	52.52	5,882.54	152,946.04	55.09	6,169.96	160,418.96	57.78	6,471.78	168,266.28
Fire Captain - 40	100	2507	108	66.85	5,348.06	139,049.56	70.11	5,608.79	145,828.54	73.53	5,882.54	152,946.04	77.12	6,169.96	160,418.96	80.90	6,471.78	168,266.28
Fire Chief	60	1502	630	112.95	9,035.72	234,928.72	-	-	-	-	-	-	-	-	-	158.13	12,650.04	328,901.04
Fire Engineer/EMT	10	4501	102	42.11	4,715.93	122,614.18	44.15	4,945.04	128,571.04	46.30	5,185.58	134,825.08	48.55	5,438.15	141,391.90	50.92	5,703.35	148,287.10
Fire Engineer/EMT - 40	10	4501	156	58.95	4,715.93	122,614.18	61.81	4,945.04	128,571.04	64.82	5,185.58	134,825.08	67.98	5,438.15	141,391.90	71.29	5,703.35	148,287.10
Fire Engineer/Paramedic	10	4505	151	47.16	5,281.85	137,328.10	49.45	5,538.45	143,999.70	51.86	5,807.85	151,004.10	54.38	6,090.73	158,358.98	57.03	6,387.75	166,081.50
Fire Prevention Inspector	10	3501	106	67.50	5,400.23	140,405.98	70.79	5,663.55	147,252.30	74.25	5,940.03	154,440.78	77.88	6,230.32	161,988.32	81.69	6,535.14	169,913.64
Fire Protection Engineer	10	3507	110	67.50	5,400.23	140,405.98	70.79	5,663.55	147,252.30	74.25	5,940.03	154,440.78	77.88	6,230.32	161,988.32	81.69	6,535.14	169,913.64
Firefighter/EMT	10	4502	103	39.35	4,407.54	114,596.04	41.26	4,621.15	120,149.90	43.26	4,845.52	125,983.52	45.37	5,081.12	132,109.12	47.57	5,328.39	138,538.14
Firefighter/EMT - 40	10	4516	157	55.09	4,407.54	114,596.04	57.76	4,621.15	120,149.90	60.57	4,845.52	125,983.52	63.51	5,081.12	132,109.12	66.60	5,328.39	138,538.14
Firefighter/EMT Trainee - 40	10	4509	109	48.56	3,884.89	101,007.14	48.56	3,884.89	101,007.14	48.56	3,884.89	101,007.14	48.56	3,884.89	101,007.14	48.56	3,884.89	101,007.14
Firefighter/Paramedic	10	4503	104	44.08	4,936.44	128,347.44	46.21	5,175.68	134,567.68	48.46	5,426.98	141,101.48	50.81	5,690.86	147,962.36	53.28	5,967.80	155,162.80
Fitness Instructor	70	5620	713	35.00	2,800.00	72,800.00	-	-	-	-	-	-	-	-	-	75.00	6,000.00	156,000.00
Fleet Maint Worker I - 40	20	8615	230	37.27	2,981.63	77,522.38	39.14	3,131.07	81,407.82	41.09	3,287.37	85,471.62	43.14	3,451.54	89,740.04	45.31	3,624.57	94,238.82
Fleet Maint Worker II - 40	20	8616	231	40.99	3,279.51	85,267.26	43.05	3,443.67	89,535.42	45.20	3,615.70	94,008.20	47.46	3,796.60	98,711.60	49.83	3,986.34	103,644.84
Fleet Maint Worker III - 40	20	8617	232	49.51	3,772.01	98,072.26	49.51	3,960.78	102,980.28	51.98	4,158.37	108,117.62	54.57	4,365.78	113,510.28	57.31	4,585.00	119,210.00
Fleet Maintenance Worker I	20	7207	213	37.27	2,795.30	72,677.80	39.13	2,935.03	76,310.78	41.09	3,081.81	80,127.06	43.14	3,235.84	84,131.84	45.30	3,397.65	88,338.90
Fleet Maintenance Worker II	20	7208	214	41.00	3,074.84	79,945.84	43.05	3,228.54	83,942.04	45.20	3,390.00	88,140.00	47.46	3,559.51	92,547.26	49.83	3,737.41	97,172.66
Fleet Maintenance Worker III	20	7209	215	47.15	3,536.02	91,936.52	49.50	3,712.81	96,533.06	51.98	3,898.42	101,358.92	54.58	4,093.33	106,426.58	57.31	4,298.07	111,749.82
GIS Technician	50	2212	552	53.97	4,151.81	107,947.06	54.49	4,359.39	113,344.14	57.22	4,577.38	119,011.88	60.08	4,806.23	124,961.98	63.08	5,046.61	131,211.86
Hazardous Materials Inspector	10	3502	105	67.50	5,400.23	140,405.98	70.79	5,663.55	147,252.30	74.25	5,940.03	154,440.78	77.88	6,230.32	161,988.32	81.69	6,535.14	169,913.64
Housing Authority Adminr	60	1120	673	63.36	5,068.84	131,789.84	-	-	-	-	-	-	-	-	-	88.70	7,096.33	184,504.58
Human Resources Analyst I	80	2124	843	42.02	3,361.82	87,407.32	-	-	-	-	-	-	-	-	-	55.32	4,425.62	115,066.12
Human Resources Analyst II	80	2123	842	46.41	3,712.73	96,530.98	-	-	-	-	-	-	-	-	-	61.09	4,886.81	127,057.06
Human Resources Assistant	80	2108	846	29.93	2,394.78	62,264.28	31.43	2,514.43	65,375.18	33.00	2,640.15	68,643.90	34.65	2,772.17	72,076.42	36.38	2,910.76	75,679.76
Human Resources Director	60	1105	613	85.51	6,841.16	177,870.16	-	-	-	-	-	-	-	-	-	119.72	9,577.66	249,019.16
Human Resources Manager	60	1209	677	65.26	5,220.90	135,743.40	-	-	-	-	-	-	-	-	-	91.37	7,309.25	190,040.50
Human Resources Technician	80	2107	816	36.31	2,904.56	75,518.56	38.13	3,050.42	79,310.92	40.03	3,202.26	83,258.76	42.04	3,363.00	87,438.00	44.13	3,530.71	91,798.46
I T Director	60	2113	624	84.39	6,751.17	175,530.42	-	-	-	-	-	-	-	-	-	118.15	9,451.62	245,742.12
I T Manager	80	2116	819	63.26	5,061.05	131,587.30	-	-	-	-	-	-	-	-	-	83.28	6,662.19	173,216.94
I T Technician	50	3101	542	42.94	3,303.34	85,886.84	43.36	3,468.49	90,180.74	45.52	3,641.87	94,688.62	47.80	3,823.97	99,423.22	50.19	4,015.19	104,394.94
Information Technology Analyst	80	2118	831	53.22	4,257.44	110,693.44	-	-	-	-	-	-	-	-	-	70.05	5,604.04	145,705.04
Junior Engineer	50	2203	519	49.07	3,774.35	98,133.10	49.54	3,963.08	103,040.08	52.02	4,161.23	108,191.98	54.62	4,369.29	113,601.54	57.35	4,587.76	119,281.76
Junior Planner	50	2804	520	44.42	3,417.27	88,849.02	44.85	3,588.15	93,291.90	47.09	3,767.54	97,956.04	49.45	3,955.97	102,855.22	51.92	4,153.72	107,996.72
Legal Assistant	60	1124	689	40.09	3,207.26	83,388.76	42.10	3,367.62	87,558.12	44.20	3,536.02	91,936.52	46.41	3,712.80	96,532.80	48.73	3,898.43	101,359.18
Lifeguard	70	5610	710	17.20	1,376.00	35,776.00	-	-	-	-	-	-	-	-	-	22.88	1,830.40	47,590.40
Maint Worker III - 40	20	8619	234	40.15	3,211.67	83,503.42	42.16	3,372.50	87,685.00	44.26	3,541.02	92,066.52	46.48	3,718.22	96,673.72	48.80	3,904.09	101,506.34
Maintenance Assistant	20	8625	238	24.48	1,958.40	50,918.40	25.64	2,051.20	53,331.20	26.84	2,147.20	55,827.20	28.11	2,248.80	58,468.80	29.43	2,354.40	61,214.40
Maintenance Custodian I	20	8101	203	28.60	2,144.74	55,763.24	30.03	2,251.98	58,551.48	31.53	2,364.60	61,479.60	33.10	2,482.83	64,553.58	34.76	2,606.97	67,781.22
Maintenance Custodian I - 40	20	8107	222	28.60	2,287.74	59,481.24	30.03	2,402.10	62,454.60	31.53	2,522.22	65,577.72	33.10	2,648.35	68,857.10	34.76	2,780.74	72,299.24
Maintenance Custodian II	20	8102	204	31.46	2,359.27	61,341.02	33.03	2,477.20	64,407.20	34.68	2,601.08	67,628.08	36.41	2,731.06	71,007.56	38.24	2,867.65	74,558.90
Maintenance Custodian II - 40	20	8108	223	31.46	2,516.55	65,430.30	33.03	2,642.32	68,700.32	34.68	2,774.47	72,136.22	36.41	2,913.14	75,741.64	38.24	3,058.86	79,530.36
Maintenance Custodian III	20	8103	205	36.17	2,713.10	70,540.60	37.98	2,848.74	74,067.24	39.88	2,991.18	77,770.68	41.88	3,140.75	81,659.50	43.97	3,297.83	85,743.58
Maintenance Custodian III - 40	20	8618	233	36.18	2,894.16	75,248.16	37.98	3,038.65	79,004.90	39.89	3,191.03	82,966.78	41.88	3,350.28	87,107.28	43.97	3,517.40	91,452.40
Maintenance Worker I	20	8202	206	31.46	2,359.27	61,341.02	33.03	2,477.20	64,407.20	34.68	2,601.08	67,628.08	36.41	2,731.12	71,009.12	38.24	2,867.65	74,558.90
Maintenance Worker I-40	20	8203	207	31.74	2,539.49	66,026.74	33.32	2,665.64	69,306.64	34.99	2,799.51	72,787.26	36.74	2,939.14	76,417.64	38.58	3,086.49	80,248.74
Maintenance Worker II	20	8204	208	34.60	2,595.16	67,474.16	36.33	2,724.90	70,847.40	38.15	2,861.12	74,389.12	40.06	3,004.20	78,109.20	42.06	3,154.42	82,014.92
Maintenance Worker II-40	20	8205	209	34.91	2,792.76	72,611.76	36.66	2,932.40	76,242.40	38.50	3,079.75	80,073.50	40.41	3,232.86	84,054.36	42.43	3,394.64	88,260.64
Maintenance Worker III	20	8206	210	39.79	2,984.39	77,594.14	41.78	3,133.62	81,474.12	43.87	3,290.31	85,548.06	46.06	3,454.83	89,825.58	48.37	3,627.59	94,317.34
Maintenance Worker/Seasonal	70	8207	760	19.88	1,590.40	41,350.40	-	-	-	-	-	-	-	-	-	24.85	1,988.00	51,688.00
Management Analyst	80	2128	854	55.71	4,457.07	115,883.82	-	-	-	-	-	-	-	-	-	78.02	6,241.27	162,273.02
Marketing Coordinator	50	5614	548	41.70	3,207.70	83,400.20	42.10	3,368.08	87,570.08	44.21	3,536.47	91,948.22	46.42	3,713.30	96,545.80	48.74	3,898.97	101,373.22
Mayor	60	1118	696	26.09	521.88	13,568.88	-	-	-	-	-	-	-	-	-	26.09	521.88	13,568.88
Office Assistant I	50	6108	516	28.21	2,170.11	56,422.86	28.48	2,278.60	59,243.60	29.91	2,392.55	62,206.30	31.40	2,512.13	65,315.38	32.97	2,637.75	68,581.50
Office Assistant II	50	6109	517	31.03	2,387.01	62,062.26	31.33	2,506.32	65,164.32	32.90	2,6							

CITY OF MILPITAS - HUMAN RESOURCES
All Job Classifications/Salary Table Effective 01/14/2024

Classification	Union Code	Occ Code	Pay Grade	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual
Police Evidence Technician	40	8607	459	41.53	3,322.38	86,381.88	43.61	3,488.47	90,700.22	45.79	3,662.92	95,235.92	48.08	3,846.09	99,998.34	50.48	4,038.38	104,997.88
Police Lieutenant	40	2402	400	80.17	6,413.79	166,758.54	84.18	6,734.49	175,096.74	88.39	7,071.24	183,852.24	92.81	7,424.82	193,045.32	97.45	7,796.04	202,697.04
Police Officer	40	4403	403	57.16	4,572.49	118,884.74	60.01	4,801.19	124,830.94	63.02	5,041.23	131,071.98	66.17	5,293.24	137,624.24	69.47	5,557.97	144,507.22
Police Officer Trainee	40	4404	457	55.93	4,474.29	116,331.54	58.73	4,698.06	122,149.56	61.66	4,933.00	128,258.00	64.75	5,179.61	134,669.86	67.98	5,438.59	141,403.34
Police Sergeant	40	4405	401	69.05	5,523.70	143,616.20	72.50	5,799.90	150,797.40	76.12	6,089.88	158,336.88	79.93	6,394.46	166,255.96	83.93	6,714.18	174,568.68
Police Support Services Mgr	60	1404	657	63.29	5,063.37	131,647.62	-	-	-	-	-	-	-	-	-	88.61	7,089.04	184,315.04
Pool Manager	70	5608	708	23.22	1,857.60	48,297.60	-	-	-	-	-	-	-	-	-	28.15	2,252.00	58,552.00
Principal Civil Engineer	80	2204	822	66.49	5,318.93	138,292.18	-	-	-	-	-	-	-	-	-	86.47	6,917.76	179,861.76
Principal Planner	80	2811	823	68.55	5,483.95	142,582.70	-	-	-	-	-	-	-	-	-	83.02	6,641.91	172,689.66
Program Coordinator	50	5606	523	38.89	2,991.45	77,777.70	-	-	-	-	-	-	-	-	-	49.22	3,937.64	102,378.64
Public Information Officer	60	1122	674	62.81	5,025.13	130,653.38	-	-	-	-	-	-	-	-	-	87.94	7,035.20	182,915.20
Public Services Assistant I	50	6601	524	32.44	2,495.54	64,884.04	32.75	2,620.34	68,128.84	34.39	2,751.38	71,535.88	36.11	2,888.94	75,112.44	37.92	3,033.37	78,867.62
Public Services Assistant II	50	6602	525	35.69	2,745.08	71,372.08	36.03	2,882.37	74,941.62	37.83	3,026.48	78,688.48	39.72	3,177.86	82,624.36	41.71	3,336.66	86,753.16
Public Works Director	60	1204	635	88.05	7,043.70	183,136.20	-	-	-	-	-	-	-	-	-	123.27	9,861.21	256,391.46
Public Works Inspector	50	3202	526	52.38	4,029.41	104,764.66	52.89	4,230.92	110,003.92	55.53	4,442.42	115,502.92	58.31	4,664.57	121,278.82	61.22	4,897.77	127,342.02
Public Works Manager	60	1117	648	58.60	4,688.09	121,890.34	-	-	-	-	-	-	-	-	-	82.04	6,563.32	170,646.32
Purchasing Agent	80	1106	826	54.89	4,391.06	114,167.56	-	-	-	-	-	-	-	-	-	70.79	5,663.24	147,244.24
Recreation Administrative Asst	70	5619	712	17.20	1,376.00	35,776.00	-	-	-	-	-	-	-	-	-	23.96	1,916.80	49,836.80
Recreation Attendant	70	5618	711	17.20	1,376.00	35,776.00	-	-	-	-	-	-	-	-	-	23.96	1,916.80	49,836.80
Recreation Instructors	70	5607	707	18.82	1,505.60	39,145.60	-	-	-	-	-	-	-	-	-	37.64	3,011.20	78,291.20
Recreation Leader	70	5617	706	17.20	1,376.00	35,776.00	-	-	-	-	-	-	-	-	-	23.96	1,916.80	49,836.80
Recreation Services Supervisor	80	2601	827	52.43	4,194.59	109,059.34	-	-	-	-	-	-	-	-	-	69.01	5,520.64	143,536.64
Recreation Svcs Assistant I	50	8601	527	18.34	1,410.59	36,675.34	18.51	1,481.10	38,508.60	19.44	1,555.20	40,435.20	20.41	1,632.92	42,455.92	21.43	1,714.61	44,579.86
Recreation Svcs Assistant II	50	8602	528	21.77	1,674.82	43,545.32	21.98	1,758.74	45,727.24	23.08	1,846.63	48,012.38	24.24	1,939.01	50,414.26	25.45	2,035.91	52,933.66
Recreation Svcs Assistant III	50	8603	529	25.03	1,925.17	50,054.42	25.27	2,021.38	52,555.88	26.53	2,122.46	55,183.96	27.86	2,228.57	57,942.82	29.25	2,340.04	60,841.04
Recreation Svcs Assistant IV	50	8604	530	29.36	2,258.74	58,727.24	29.65	2,371.66	61,663.16	31.13	2,490.24	64,746.24	32.68	2,614.77	67,984.02	34.32	2,745.49	71,382.74
Retired Annuitant - Extra Help	70	5107	747	50.00	4,000.00	104,000.00	-	-	-	-	-	-	-	-	-	125.00	10,000.00	260,000.00
Retired Annuitant - Interim	70	5108	748	50.00	4,000.00	104,000.00	-	-	-	-	-	-	-	-	-	125.00	10,000.00	260,000.00
Risk Analyst	80	2130	857	43.33	3,466.76	90,135.76	-	-	-	-	-	-	-	-	-	57.04	4,563.31	118,646.06
SCADA Technician	20	8627	240	45.23	3,618.35	94,077.10	47.61	3,808.79	99,028.54	50.12	4,009.26	104,240.76	52.75	4,220.27	109,727.02	55.53	4,442.39	115,502.14
Senior Accountant	80	2110	829	48.78	3,902.36	101,461.36	-	-	-	-	-	-	-	-	-	64.20	5,136.36	133,545.36
Senior Accounting Technician	50	6106	539	39.25	3,019.59	78,509.34	39.63	3,170.60	82,435.60	41.61	3,329.12	86,557.12	43.70	3,495.61	90,885.86	45.88	3,670.35	95,429.10
Senior Administrative Analyst	80	2112	834	53.88	4,310.29	112,067.54	-	-	-	-	-	-	-	-	-	70.92	5,673.86	147,520.36
Senior Building Inspector	50	3804	531	60.50	4,653.94	121,002.44	61.08	4,886.70	127,054.20	64.14	5,131.00	133,406.00	67.34	5,387.52	140,075.52	70.71	5,656.91	147,079.66
Senior Buyer	80	2129	856	51.78	4,142.10	107,694.60	-	-	-	-	-	-	-	-	-	63.04	5,042.86	131,114.36
Senior Executive Assistant	80	6123	855	46.41	3,712.73	96,530.98	-	-	-	-	-	-	-	-	-	61.09	4,886.81	127,057.06
Senior HR Analyst	80	2122	841	50.31	4,024.43	104,635.18	-	-	-	-	-	-	-	-	-	66.22	5,297.35	137,731.10
Senior Plan Check Engineer	50	3806	534	69.87	5,374.63	139,740.38	70.54	5,643.52	146,731.52	74.07	5,925.44	154,061.44	77.77	6,221.41	161,756.66	81.66	6,532.41	169,842.66
Senior Planner	80	2805	830	62.84	5,027.35	130,711.10	-	-	-	-	-	-	-	-	-	76.39	6,110.94	158,884.44
Senior Public Works Inspector	50	3203	535	60.50	4,653.97	121,003.22	61.08	4,886.70	127,054.20	64.14	5,131.01	133,406.26	67.34	5,387.52	140,075.52	70.71	5,656.91	147,079.66
Senior Public Works Lead	20	8609	225	53.22	4,257.61	110,697.86	55.88	4,470.49	116,232.74	58.68	4,694.02	122,044.52	61.61	4,928.70	128,146.20	64.69	5,175.28	134,557.28
Senior SCADA Technician	20	8628	241	49.75	3,980.18	103,484.68	52.37	4,189.67	108,931.42	55.13	4,410.18	114,664.68	58.03	4,642.30	120,699.80	61.08	4,886.63	127,052.38
Special Project Associate	70	5105	750	20.00	1,600.00	41,600.00	-	-	-	-	-	-	-	-	-	50.00	4,000.00	104,000.00
Special Project Associate	70	8605	750	20.00	1,600.00	41,600.00	-	-	-	-	-	-	-	-	-	50.00	4,000.00	104,000.00
Sr Code Enforcement Officer	50	5806	545	53.75	4,134.64	107,500.64	54.26	4,340.56	112,854.56	56.98	4,558.18	118,512.68	59.83	4,786.42	124,446.92	62.82	5,025.25	130,656.50
Sr. Public Services Assistant	50	5615	549	39.81	3,061.96	79,610.96	40.19	3,215.06	83,591.56	42.20	3,375.81	87,771.06	44.31	3,544.60	92,159.60	46.52	3,721.83	96,767.58
Sr. Special Projects Associate	70	5106	749	50.00	4,000.00	104,000.00	-	-	-	-	-	-	-	-	-	125.00	10,000.00	260,000.00
Staff Assistant	70	5104	745	17.20	1,376.00	35,776.00	-	-	-	-	-	-	-	-	-	26.62	2,129.60	55,369.60
Student Intern	70	5103	740	17.20	1,376.00	35,776.00	-	-	-	-	-	-	-	-	-	26.62	2,129.60	55,369.60
Transportation & Traffic Mgr	60	1202	675	62.81	5,025.13	130,653.38	-	-	-	-	-	-	-	-	-	87.94	7,035.20	182,915.20
Water Meter Technician I	20	8104	216	31.46	2,359.17	61,338.42	33.03	2,477.20	64,407.20	34.68	2,601.07	67,627.82	36.41	2,731.06	71,007.56	38.24	2,867.64	74,558.64
Water Meter Technician I -40	20	8620	235	31.46	2,516.64	65,432.64	33.03	2,642.48	68,704.48	34.68	2,774.21	72,129.46	36.41	2,912.82	75,733.32	38.24	3,059.31	79,542.06
Water Meter Technician II	20	8105	217	34.60	2,595.16	67,474.16	36.33	2,724.88	70,846.88	38.15	2,861.11	74,388.86	40.06	3,004.18	78,108.68	42.06	3,154.42	82,014.92
Water Meter Technician II -40	20	8621	236	34.60	2,768.30	71,975.80	36.34	2,906.93	75,580.18	38.14	3,051.44	79,337.44	40.06	3,204.80	83,324.80	42.06	3,365.04	87,491.04
Water Systems Operator	20	7211	219	48.09	3,606.73	93,774.98	50.49	3,786.68	98,453.68	53.02	3,976.38	103,385.88	55.67	4,175.21	108,555.46	58.45	4,383.99	113,983.74
Water Systems Operator - 40	20	8622	237	48.37	3,869.43	100,605.18	50.79	4,063.38	105,647.88	53.34	4,266.95	110,940.70	56.00	4,480.11	116,482.86	58.81	4,704.78	122,324.28

Union Code	Union Description
10	IAFF - International Association of Firefighters
20	MEA - Milpitas Employee Association
40	MPOA - Milpitas Police Officers Association
50	Pro-Tech - Milpitas Professional and Technical Group
60	Unrep - Unrepresented
70	Temps - Temporary
80	Mid-Con - UPEC Mid-Mgmt Confidential Unit

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING
RESOLUTION NO. 1626, THE CLASSIFICATION PLAN, TO RECLASSIFY POSITIONS AND
APPROVE AND ADOPT THE PAY SCHEDULE TITLED “ALL JOB
CLASSIFICATIONS/SALARY TABLE,” AND AMEND BUDGETED ALLOCATED POSITIONS**

WHEREAS, the City of Milpitas has a Classification Plan adopted as Resolution No. 1626 on December 17, 1968, which has been amended from time to time, and which is in accordance with the Personnel Rules and Regulations of the City of Milpitas (Resolution No. 792 as amended); and

WHEREAS, amendments to the Classification Plan are necessary to account for changes within the organization, transfer of duties, new job responsibilities, and adjustments to salary ranges;

WHEREAS, the annual mid-year budget process necessitates changes in position authorizations that result from modifications made to the Classification Plan.
and

WHEREAS, the City is required to publish publicly available approved and adopted pay schedule(s) for all positions within the Classification Plan pursuant to the California Code of Regulations, 2 CCR .

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. Resolution No. 1626, as amended, is hereby further amended as set forth below.

A. ADD THE FOLLOWING BUDGETED ALLOCATED POSITION:

One (1) 40-hour Fire Battalion Chief

B. DELETE THE FOLLOWING BUDGETED ALLOCATED POSITION:

One (1) Fire Prevention Inspector

**C. RECLASSIFY THE FOLLOWING BUDGETED ALLOCATED POSITION AND
ADJUST THE SALARY RANGE EFFECTIVE February 20, 2024:**

Existing Title	Proposed Title	Existing Annual Salary Range:	Proposed Annual Salary Range:
Public Works Manager – Utilities	Public Works Division Manager – Utilities	\$126,766.12 - \$177,472.36	\$159,190.99 - \$198,988.74

D. APPROVE AND ADOPT THE PAY SCHEDULE “ALL JOB CLASSIFICATIONS/SALARY TABLE EFFECTIVE January 14, 2024”, which includes updated salary ranges for the following classifications:

- a. New salary ranges for classifications summarized in the preceding section of this resolution
- b. All classifications represented by the Professional Technical (ProTech) Unit and International Association of Firefighters in accordance with the following Memorandums of Understanding (MOUs):
 - i. Professional Technical Unit MOU dated July 1, 2023 – June 30, 2025 (Subject to Council approval of ProTech MOU)
 - ii. International Association of Firefighters MOU dated July 1, 2018 – June 30, 2022, extended by side letter through June 30, 2024

A pay schedule, that includes but is not limited to Classification (Position), Title, Payrate; Hourly, Bi-Weekly, Monthly and Annual Wage, is attached hereto as **Exhibit A** (“The City of Milpitas All Job Classifications/Salary Table effective 01-14-2024”).

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Approving a New Memorandum of Understanding Between the City of Milpitas and Milpitas Professional and Technical Group (ProTech) Covering the Period of July 1, 2023 through June 30, 2025 (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	2/20/2024
Recommendation:	Adopt a Resolution approving a new Memorandum of Understanding between the City of Milpitas and Milpitas Professional and Technical Group (ProTech) covering the period of July 1, 2023 through June 30, 2025.

BACKGROUND:

The Memorandum of Understanding (MOU) between the City of Milpitas and the Milpitas Professional and Technical Group (ProTech), an affiliate of LIUNA/UPEC, expired on June 30, 2023. Thus, the City needs to enter into new a MOU.

ANALYSIS:

City representatives and representatives from ProTech met and conferred in good faith to negotiate a new Memorandum of Understanding. The City and ProTech began negotiations on April 10, 2023 and met 15 times, which includes one mediation meeting and one fact-finding hearing. A Tentative Agreement has been reached with a new successor Memorandum of Understanding with an effective date of July 1, 2023 and will remain in effect through June 30, 2025. The ProTech Bargaining Group voted in favor of the Tentative Memorandum of Understanding on February 9, 2024. The major items of the agreement are:

- 1) Two-year contract with wage adjustments of 4% retroactive to July 1, 2023 and 4% effective July 1, 2024
- 2) New longevity pay for years of service:
 - a. 10 Years: 1%
 - b. 15 Years: 2%
 - c. 20 Years: 3%

The Memorandum of Understanding is included in the City Council's agenda packet as Exhibit A to the Resolution to approve the MOU. The draft MOU document was available for public review for the 10-day period required by the City of Milpitas Open Government Ordinance starting on February 9, 2024.

POLICY ALTERNATIVE(S):

Alternative 1: Do not adopt the Resolution in the Recommendation

Pros: The City would not have to incur additional costs due to wage increases.

Cons: The City would not have current a MOU with this bargaining group representing over 80 City employees who provide essential services to the Milpitas community.

FISCAL IMPACT:

There is sufficient funding in the FY 2023-2024 budget to cover the costs for the proposed wage and benefit increases for this current fiscal year, which is \$145,983 on top of what has already been budgeted. The proposed wage and benefit increase for FY 2024-2025 and FY 2025-2026 will be incorporated in the budget adoption process.

The fiscal impact for the proposed increases for ProTech will be approximately \$1,500,353 over two fiscal years.

California Environmental Quality Act (CEQA):

Approval of the recommendation is not an activity defined as a “project” under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15061(b)(3) and 15378(b)(4) either because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment and/or because the action is financial and/or administrative and does not directly impact the environment.

RECOMMENDATION:

Adopt a Resolution approving a new Memorandum of Understanding between the City of Milpitas and Milpitas Professional and Technical Group (ProTech) covering the period of July 1, 2023 through June 30, 2025

Attachment(s):

- (a) Resolution Approving ProTech MOU
- (b) Exhibit A – Memorandum of Understanding

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING THE
MEMORANDUM OF UNDERSTANDING WITH THE MILPITAS PROFESSIONAL
TECHNICAL UNIT, AN AFFILIATE OF LIUNA/UPEC LOCAL 792, FOR THE PERIOD OF
JULY 1, 2023, THROUGH JUNE 30, 2025**

WHEREAS, the most recent Memorandum of Understanding (MOU) between the Professional Technical (ProTech) Unit, an affiliate of LIUNA/UPEC Local 792, and the City of Milpitas covered the period of July 1, 2019 through June 30, 2023; and

WHEREAS; representatives of ProTech and UPEC Local 792 and the City of Milpitas met in good faith and negotiated a successor MOU; and

WHEREAS, the new MOU between ProTech and the City of Milpitas shall be effective July 1, 2023, through June 30, 2025, a copy of which is attached as “**Exhibit A**.”

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 MOU between the Professional Technical Unit and the City of Milpitas, attached hereto as **Exhibit A**, is hereby approved and the City Representatives are hereby authorized to execute it.

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

**MILPITAS PROFESSIONAL AND
TECHNICAL GROUP (PROTECH)**

**AN AFFILIATE OF
LIUNA/UPEC LOCAL 792, AFL-CIO**

**MEMORANDUM

OF

UNDERSTANDING**

July 1, 2023 – June 30, 2025

TABLE OF CONTENTS

<u>SECTION 1.00 - EMPLOYEE RIGHTS</u>	1
<u>SECTION 2.00 - CITY RIGHTS</u>	3
<u>SECTION 3.00 - ADVANCE NOTICE AND APPEALS PROCEDURE</u>	4
<u>SECTION 4.00 - DISCIPLINARY ACTION</u>	4
<u>SECTION 5.00 - LAYOFF</u>	7
<u>SECTION 6.00 - RESIGNATION</u>	7
<u>SECTION 7.00 - OTHER EMPLOYMENT</u>	7
<u>SECTION 8.00 – GRIEVANCE PROCEDURE</u>	8
<u>SECTION 9.00 - ANNUAL VACATION LEAVE</u>	12
<u>SECTION 10.00 - SICK LEAVE</u>	14
<u>SECTION 11.00 - FAMILY LEAVE</u>	15
<u>SECTION 12.00 - COMPASSIONATE LEAVE</u>	16
<u>SECTION 13.00 - MILITARY LEAVE</u>	16
<u>SECTION 14.00 - LEAVE OF ABSENCE</u>	16
<u>SECTION 15.00 - JURY LEAVE</u>	17
<u>SECTION 16.00 – WORKERS’ COMPENSATION LEAVE</u>	17
<u>SECTION 17.00 - OVERTIME</u>	18
<u>SECTION 18.00 - HOLIDAYS</u>	19
<u>SECTION 19.00 – TRAINING</u>	20
<u>SECTION 20.00 - ATTENDANCE</u>	20
<u>SECTION 21.00 - PAY PLAN</u>	22
<u>SECTION 22.00 - RETIREMENT PLAN</u>	23
<u>SECTION 23.00 - BENEFITS</u>	26
<u>SECTION 24.00 – TEMPORARY UPGRADE PAY/WORK OUT OF CLASS</u>	27
<u>SECTION 25.00 - NO DISCRIMINATION</u>	28
<u>SECTION 26.00 - SALARY</u>	28
<u>SECTION 27.00 - BILINGUAL ASSIGNMENT</u>	28
<u>SECTION 28.00 - WORK SCHEDULES</u>	29
<u>SECTION 29.00 - HEALTH & SAFETY</u>	29
<u>SECTION 30.00 - MISCELLANEOUS</u>	30
<u>SECTION 31.00 - EMPLOYEE FITNESS PROGRAM</u>	30
<u>SECTION 32.00 - LATERAL TRANSFERS/PROMOTIONAL OPPORTUNITIES</u>	30
<u>SECTION 33.00 - MILEAGE REIMBURSEMENT</u>	32
<u>SECTION 34.00 - TUITION REIMBURSEMENT</u>	32
<u>SECTION 35.00 – INCENTIVE PAY</u>	32
<u>SECTION 36.00 – NO STRIKE CLAUSE</u>	33
<u>SECTION 37.00 – LIUNA NATIONAL (INDUSTRIAL) PENSION FUND</u>	33
<u>APPENDIX “A”</u>	36

**CITY OF MILPITAS AND MILPITAS PROFESSIONAL AND TECHNICAL GROUP
(PROTECH), AN AFFILIATE OF LIUNA/UPEC LOCAL 792, AFL-CIO COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING ON SALARIES, FRINGE BENEFITS, AND
WORKING CONDITIONS**

July 1, 2023 – June 30, 2025

The authorized representatives of the City Council of the City of Milpitas, hereafter referred to as the "City" and the authorized representatives of the Milpitas Professional and Technical Group, hereafter referred to as the " Union" do jointly accept and agree to all the terms and conditions of employment set forth in this Comprehensive Memorandum of Understanding (MOU), pursuant to Section 15.13 of the Personnel Rules and Regulations of the City of Milpitas (as amended).

The term of this MOU is from July 1, 2023 through June 30, 2025. This Memorandum of Understanding shall apply to represented permanent and probationary employees hereafter referred to as "employee(s)" unless otherwise specifically indicated, assigned to those classes listed in the salary schedule set forth in Appendix "A" attached hereto. When classes are created which the City determines fall under the representation of the Union, this Understanding shall also apply.

Unless otherwise specifically amended by the terms of this MOU, any term or condition of employment previously known to and approved by the City (and not terminated by the City) remains as previously established.

SECTION 1.00 - EMPLOYEE RIGHTS

- 1.01 Any employee in the City's competitive service may join, organize or maintain membership in a labor organization if the employee so desires. The City neither encourages nor discourages these activities, nor does membership or non-membership in any labor organization affect the employee's standing or right as a City employee. The right to join, organize or maintain membership in a labor organization is also extended to any association of municipal employees not identified with any labor organization.

The right to join a labor union or any association of municipal employees also includes the right not to join. Any employee desiring to join, remain a member, or become independent of any such organization or association must be free to exercise their right without undue influence, coercion, intimidation or pressure of any kind from any person.

- 1.02 Maintenance of Membership:
Employees who are dues paying union members at the time of the signing of this contract, or become dues paying members during the term of the contract, shall remain dues paying members for the duration of the contract. Should the contract be expired, there shall be an annual opt-out period during the month of June each year.

- 1.03 City employees participating in organizational or other labor union activities or similar activities of any employee association are required to conduct such activities on their own time and not during regularly assigned working hours, with the following exceptions:

- 1.03.1 A steward representing or assisting a fellow employee in the presentation of a grievance may utilize such time as is essential for the presentation of the grievance to

management during working hours; however, solicitation of grievances shall be on the steward and employee's own time.

- 1.03.2 Officials of any organization representing City employees may meet on City time with the City Manager or other City officials when such meeting times are approved by the City Manager.
- 1.03.3 Representatives of the Union, having business (other than recruiting of members) with the officers or individual members of the Union may meet and confer with such officers or members during the course of the working day for a reasonable period of time provided that permission is first obtained from the Department Head, and the employee's immediate supervisor, and further provided that the conduct of such business will in no way conflict with the performance of City business.
- 1.04 Use of work place or premises for organizational activities other than the presentation of a grievance or the conduct of business as provided for above, is permitted only after working hours, with the advance notice to the Department Head or City Manager and shall in no way interfere with the performance of official duties of on-duty personnel. Official bulletin boards may be used only for notice of meetings of any employee organizations and for no other organizational purpose. The City shall, however, provide space upon request at any City facility for a union or employee association furnished, installed and maintained bulletin board for posting of notices and bulletins and a magazine rack for the distribution of union or association literature.

1.05 Time off for Association Meetings/Trainings

The City shall provide annual paid release time for Association officers and members to conduct Association business such as negotiations, conventions, symposia, etc. excluding political activity, upon reasonable written notice to and prior approval by the appropriate department head. Release time shall not result in overtime by an employee. These events shall include but are not limited to:

<u>Event</u>	<u>Personnel</u>	<u>Time</u>
Labor Negotiations Training	2	5 days
Health Benefit Meetings	2	4 hours
CalPERS Meetings	2	1 day
Association Conferences	1	<u>5 days</u>
Total		144 hours

- 1.05.1 In accordance with A.B. 119 (2017), every one (1) month, the City shall remit all sums deducted to the Union. The City will share with ProTech the following information related to newly hired employees: the name, job title, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of all employees within their first pay period and will provide an accumulated total annual amount deducted per employee.
- 1.05.2 The City will notify the Labor Relations Representative of new hire orientations, so that the Union Representative may attend the orientation.
- 1.05.3 The City and Union agree to jointly identify current employees who previously worked in a limited-term capacity for more than 2,000 hours in any year prior to their full-time appointment.

The affected employees will be credited for their prior years of service for the purposes of calculating vacation accruals.

SECTION 2.00 - CITY RIGHTS

- 2.01 The City continues to possess exclusively the rights listed below, plus all other rights to which by law the City is entitled. These rights may not be abridged or modified in any way, except by formal legislative action by the City Council (i.e., resolution or ordinance). The City has the right and may exercise its discretion:
- 2.02.1 To determine the mission of all constituent departments, commissions and boards.
 - 2.02.2 To set standards of service.
 - 2.02.3 To determine the appropriate levels of City services, except where defined in the MOU;
 - 2.02.4 To take disciplinary action for just cause.
 - 2.02.5 To determine the procedures and standards of selection for employment and the content of job classifications.
 - 2.02.6 To organize and reorganize its departments and affairs, and to otherwise exercise complete control and discretion over its organization.
 - 2.02.7 To relieve its employees from duty because of lack of work or other legitimate reasons.
 - 2.02.8 To employ any appropriate means or method to maintain the efficiency of governmental operations and administration.
 - 2.02.9 To determine the methods, means and personnel by which government operations are to be conducted.
 - 2.02.10 To determine when an emergency exists and to take all necessary action to carry out its mission in emergencies, including recalling and deploying off-duty personnel and requiring that employees work overtime.
 - 2.02.11 To exercise complete control and discretion over its organization and technology.
 - 2.02.12 Except in case of emergency the City shall give written notice (30 days in advance of any contract with third parties which shall result in the lay-off, demotion, or transfer of any employee represented by the union) and shall meet and confer with the union regarding the same upon reasonable written notice.
 - 2.02.13 To direct employees, make assignments and require overtime work.
 - 2.02.14 To transfer or reassign employees, as outlined in the MOU.
 - 2.02.15 To layoff employees by position as result of: elimination of positions through City Council resolution; lack of work; budgetary considerations (including without

limitation lack of funds or revenue downturn); reorganization; or other related reasons.

- 2.02.16 Any agreement between the City and the Union evidenced by a Memorandum of Understanding pursuant to Government Code Section 3500 et. seq. shall take precedence over any of the above enumerated employee and management rights; and that such a Memorandum of Understanding shall be honored in good faith during the life of this contract.
- 2.02.17 Any violation of the policies and procedures created by this MOU may be subject to disciplinary action as defined by this MOU.
- 2.02.18 The parties acknowledge that the City shall have the right to amend its personnel rules and regulations, personnel ordinances and resolutions, and employer-employee relations resolution during the term of the Memorandum of Understanding such rules and policies may be implemented after meeting and consulting, as appropriate, under the Meyers-Milias-Brown Act.

SECTION 3.00 - ADVANCE NOTICE AND APPEALS PROCEDURE

Except in cases of emergency as provided in this section, the City shall give reasonable written notice to each recognized employee organization affected by an ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation including actions taken under City Rights that affect wages, hours and other terms and conditions of employment proposed to be adopted by the City and shall give such recognized employee organizations the opportunity to meet with City representatives.

SECTION 4.00 - DISCIPLINARY ACTION

The City may take disciplinary action against any Employee for just cause. The City recognizes the practice of progressive discipline; however, depending on the severity of the offense, the City may immediately impose more severe discipline.

- 4.01 Grounds for Discipline: Discipline may be imposed for just cause, including without limitation for the following grounds:
 - 4.01.1 Fraud in securing appointment or falsification concerning records, fellow employees, or work performed.
 - 4.01.2 Failure to perform satisfactorily the duties and responsibilities of an employee's position.
 - 4.01.3 Neglect of duty.
 - 4.01.4 Insubordination.
 - 4.01.5 Reporting for or performing duty under impairment as a result of alcohol and/or drug use.
 - 4.01.6 Dishonesty or misuse of, or misappropriation of City property and funds.
 - 4.01.7 Conviction of any crime involving moral turpitude, or substantially relating to the

function of an employee's position.

- 4.01.8 Unauthorized absence.
- 4.01.9 Non-observance of work hours, including tardiness, and abuse of sick leave privileges.
- 4.01.10 Discourteous or non-cooperative treatment of the public or other employees.
- 4.01.11 Conduct, either during or outside of duty hours, which is of such a nature that it causes discredit to the employee's department or the City.
- 4.01.12 Failure to abide by any condition of employment stipulated in the: Municipal Code; Personnel Rules and Regulations; any City or department policies or procedures; or Memoranda of Understanding approved by formal action of the Council.
- 4.01.13 Knowingly filing or pursuing a false charge.
- 4.01.14 Threats of violence or acts of violence towards fellow employees or members of the public in the workplace.
- 4.01.15 Abuse of any City and/or Department policies and procedures.
- 4.02 Pre disciplinary Procedures
 - 4.02.1 Prior to taking any disciplinary action, as defined in Section 4.02.6, except for Section 4.03.1- Written Reprimand, against a permanent employee, the City shall notify the employee and Union in writing of the following:
 - (a) The proposed disciplinary action.
 - (b) The nature of the charges and/or violation of City ordinances, resolutions, written procedures, municipal code, or departmental regulations and policies.
 - (c) The reasons for the proposed action.
 - (d) The materials upon which the action is based.
 - (e) The opportunity of the employee to appear before a designated City representative and respond to the charges at a specified place and time.
 - (f) The right of the employee to be represented by an attorney or other representative at any disciplinary conferences or proceedings.
 - 4.02.2 If the City representative determines that he or she cannot be impartial, or upon timely written request by the employee or the Union, the Human Resources Director or designee may hear the employee's response.
 - 4.02.3 Any employee notified pursuant to 4.02.1 above who desires an opportunity to respond may do so by appearing at the appointed place and time. Said response may be oral or in writing. The employee is not entitled to an evidentiary hearing, and the sole purpose of the meeting shall be to hear the response of the employee to the

charges. The employee shall be entitled to representation, but shall not be entitled to present witnesses, unless the City determines that the presentation of witnesses is necessary.

- 4.02.4 In the event that the employee is unable to respond to the charges within the time permitted, and demonstrates the reasonableness of a continuance, the City may grant a continuance.
- 4.02.5 As soon as practical after the employee has had an opportunity to present a response, the City will notify the employee and the Union in writing of the nature and extent of the discipline, if any, and the time of commencement thereof. Said notification will also advise the employee of any right of appeal.
- 4.02.6 For the purposes of the application of the procedures outlined in sections 4.02.1 through 4.02.5, a disciplinary action shall be defined as a suspension from work, or an equivalent reduction in salary, demotion or discharge.

4.03 Disciplinary Action

- 4.03.1 Written Reprimand: Repeated violations or more severe misbehavior may require a more formal response by the supervisor to the employee. In this case the employee is provided with a written memorandum which outlines the violations being addressed and the expected actions to be taken by the employee in response to the memorandum. The written reprimand contains an indication of subsequent disciplinary steps to be taken in the event that the employee fails to respond appropriately. A copy of the written reprimand shall be placed in the employee's official personnel record.
- 4.03.2 The Human Resources Director shall remove a letter of reprimand from a personnel file based upon a written request submitted by the employee provided there has been no additional disciplinary actions during the subsequent thirty-six (36) months.
- 4.03.3 Suspension: In the event of more severe or repeated violations, the employee may be relieved of duty by the City for a specified period of time without pay. Such suspension shall not exceed thirty (30) calendar days and shall be subject to the procedures outlined in sections 4.02.
- 4.03.4 Reduction in Salary Range: In the event of more severe or repeated violations, the employee's salary may be reduced by the City within the range for the position held. Such reduction in salary shall be subject to the procedure outlined in Section 4.02. Reduction shall be made on a permanent or temporary basis.
- 4.03.5 Involuntary Demotion: In the event of more severe or repeated violations, the employee may be reduced in rank and pay by the City. Such demotion shall be in conformance with Section 4.02. Demotions shall be made on a permanent or temporary basis.
- 4.03.6 Termination of Employment: The City may terminate the employment of an employee for more severe or repeated violations of the City or Department rules,

regulations, policies or procedures. Such termination shall be in conformance with Section 4.02.

- 4.04 Appeal of Discipline: An employee subject to disciplinary action as defined in section 4.02.6 may appeal the discipline pursuant to the grievance and arbitration process outlined in Section 8.00 of this MOU.

SECTION 5.00 - LAYOFF

- 5.01 Any layoff shall be according to seniority and the procedures defined in Municipal Code Section VI-102.
- 5.01.1 The City Manager, after review with the Department Head and the Human Resources Director, may lay off an Employee because of material change in duties, organization, or shortage of work or funds in the department or the City.
- 5.01.2 The Human Resources Director shall notify the affected Employee(s) in writing at least thirty (30) days in advance of the intended layoff and of their option to accept a voluntary demotion in lieu of layoff.
- 5.01.3 Employees laid-off or accepting demotions in lieu of layoff shall be placed on a Re-Employment List in inverse order of displacement for an appropriate Class for three (3) years.

SECTION 6.00 - RESIGNATION

An Employee wishing to resign in good standing shall file with the Department Head a written resignation at least two calendar weeks before the effective date of termination, stating the reasons for leaving. The resignation shall be forwarded to the Human Resources Director. Failure to comply with this requirement shall be entered in the service record of the Employee and may be cause for denying future employment with the City.

SECTION 7.00 - OTHER EMPLOYMENT

- 7.01 Employees may engage in other employment or business activity that does not conflict with the Employee's duties.
- 7.02 An employee's outside employment, activity or enterprise may be prohibited if it:
- 7.02.1 Involves the use for private gain or advantage of City time, facilities, equipment and supplies; or the badge, uniform, prestige or influence of the City office or employment.
- 7.02.2 Involves receipt or acceptance by the Employee of any money or other consideration from anyone other than the City for the performance of an act which the Employee, if not performing such act, would be required or expected to render in the regular course of hours of City employment or as a part of regular duties.
- 7.02.3 Involves the performance of an act, which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other Employee of the City, or has the potential for creating a conflict of interest.

- 7.02.4 Involves such time demands as would reduce the Employee's efficiency or safe operation of equipment, such as sleep deprivation or physical exhaustion prior to start of employees shift. In no case shall the employee conduct non city business during City work hours.
- 7.03 Employees must obtain approval from their Department Head and the Human Resources Director of other employment or business activities in writing prior to engaging in such activities. Disapproval of other employment may be appealed to the City Manager whose decision shall be final. Other employment notices shall be kept in the Employee's personnel file and maintained according to Personnel Rules Section 11.00.
- 7.04 Employees who engage in outside employment that is in conflict with their duties or who intentionally fail to submit a timely notice to engage in outside employment shall be subject to disciplinary action.

SECTION 8.00 – GRIEVANCE PROCEDURE

8.01. Definition

- 8.01.1 For the purposes of this section a “grievance” is any dispute which involves the interpretation or application of this Memorandum of Understanding (hereinafter “MOU”), or appeal of a formal disciplinary action. For the purposes of arbitration, a disciplinary action shall be defined in Section 4.02.6 of this MOU. Complaints or disputes in which a specific review is provided by law (i.e. OSHA, EEOC, DFEH) or by the City’s personnel rules, or reserved as city rights (except as provided in Personnel Rule Sections 15.05, 15.07) shall not be subject to the grievance procedure. If any party initiates litigation concerning a matter which is otherwise subject to the grievance process, the other party may (at their discretion) deem the litigating party as having elected court remedies and waived any rights under this grievance procedure. Performance appraisal reviews are not grievable.
- 8.01.2 A “grievant” is any Employee adversely affected by an alleged violation of the specific provisions of the MOU or a formal disciplinary action, or the Professional and Technical Group on behalf of more than one employee, adversely affected by an alleged violation of the specific provisions of the Memorandum of Understanding.
- 8.01.3 A “working day” is any day in which City Hall is open for business.
- 8.01.4 “Employee organization” is the Professional and Technical Group.

8.02 General Provisions

- 8.02.1 Every effort will be made by the parties to settle grievances at the lowest possible level.
- 8.02.2 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant’s immediate supervisor.

- 8.02.3 Documents dealing with the processing of a disciplinary grievance shall be filed in the personnel file of the grievant.
- 8.02.4 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 8.02.5 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is withdrawn. The grievant and the City may extend any time deadline by written mutual agreement. Furthermore, if there is a mutual written agreement, the grievant may skip a step in the grievance process. The employee concerned shall be personally present at all stages of the grievance procedure unless that employee specifically waives the right in writing.
- 8.02.6 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular working day of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time. Overtime is not provided for off-duty time except for witnesses requested to testify by the City.
- 8.02.7 Either the City or the grievant may be represented at any step of the procedure by an individual of the party's choice.
- 8.02.8 Any employee may at any time present grievances to the City and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of this MOU or the Personnel Rules.
- 8.02.9 The City and the employee organization may agree to consolidate grievances at any level.
- 8.03 Procedure
 - 8.03.1 Employees must initiate a written grievance within twenty (20) working days following the occurrence, or knowledge of the events on which the grievance is based. Failure to do so will result in the employee being barred from advancing the grievance. A grievance, or a copy of the grievance, should be provided to the grievant's supervisor, Department Head, and the Director of Human Resources.
 - 8.03.2 Elements of a Grievance

The written grievance shall include:

 - (a) A description of the specific facts and grounds upon which the grievance is based including names, dates, and places necessary for a complete understanding of the grievance.
 - (b) A specific explanation of how the grievant has been adversely affected.
 - (c) Listing of the provisions of the MOU which are alleged to have been violated.

- (d) A listing of specific actions requested by the grievant of the City which will remedy the grievance, including a specific dollar amount, and the basis for the dollar amount, of any alleged damages at issue, provided the employee has access to relevant financial data.
- (d) A statement declaring self-representation or the selection of representation by the Association for said grievance.
- (e) The printed name and signature of the grievant.
- (f) The name, address and telephone number of the person(s) to whom notices may be sent regarding the grievance; and
- (g) Date of grievance.

Grievances that fail to include these elements may not be considered or appealed unless the City waives this section.

8.03.3 Informal Resolution

It is the intent to deal with and settle grievances informally, at the nearest practical organizational level, and as promptly and fairly as possible. An employee who has a grievance shall first try to settle it through discussions with the employee's immediate supervisor. The immediate supervisor shall respond within thirty (30) working days which may be extended ten (10) working days with notice to the grievant and/or the parties may by mutual agreement extend the time which is necessary to resolve the grievance. Any decisions rendered shall be consistent with the authority to do so. If the employee is not satisfied with the outcome of the informal resolution the employee may advance the grievance to Level I.

8.03.4 Level I – Department Head

If the employee is not in agreement with the informal decision rendered, he/she shall have the right to file a formal written appeal to the Department Head (with a copy to the Human Resources Director) within fifteen (15) working days after the date a decision has been rendered. The appeal shall include a copy of the written response(s) provided by the City during the informal step of this grievance procedure. The appeal shall contain an explanation why the grievant believes the decision at the informal grievance step was unsatisfactory. The Department Head shall consider the grievance and submit a written response within fifteen (15) working days.

8.03.5 Level II – Human Resources Director

If the employee is not in agreement with the decision rendered by the Department Head, he/she shall have the right to file a formal written appeal to the Human Resources Director within ten (10) working days after the date a decision has been rendered at Level I. This appeal shall include a copy of the written grievance, the grievant's appeal to Level I, and any written response(s) provided by the City during the prior steps of the grievance process. The appeal shall contain an explanation why the grievant believes the decision at Level I was unsatisfactory. The Human Resources Director shall consider the grievance and submit a written response within fifteen (15) working days.

8.03.6 Level III – City Manager

If the employee is not in agreement with the decision rendered by the Human Resources Director, he/she shall have the right to file a formal written appeal to the City Manager within ten (10) working days after the date a decision has been rendered at Level II. This appeal shall include a copy of the written grievance, the grievant's appeal to Level II, and any written response(s) provided by the City during the prior steps of the grievance process. The appeal shall contain an explanation why the grievant believes the decision at Level II was unsatisfactory. The City Manager shall consider the grievance and submit a written response within fifteen (15) working days. Unless the grievance is subject to arbitration (as defined herein), the City Manager's decision is final.

8.03.7 Level IV– Arbitration

- (a) If the matter is subject to arbitration as defined herein, and the grievant is not satisfied with the decision of the City Manager, the grievant may within fifteen (15) working days of the date of the decision submit a request in writing to the Human Resources Director that the grievance be submitted to arbitration. The grievant and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving public employees. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.
- (b) If either the City or the grievant so requests, an arbitrator shall hear the merits of any issue raised regarding arbitrability of a grievance first. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. If the issue of arbitrability is heard by an arbitrator and the arbitrator decides the underlying dispute is arbitrable, a different arbitrator shall hear the merits of the underlying grievance, if the City or the union so requests.
- (c) The arbitrator shall, as soon as possible, hear evidence and render a decision on the issues or issues. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. A certified court reporter shall record the entire arbitration hearing unless the parties mutually agree otherwise.
- (d) The jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City to do an act prohibited by law.
- (e) Arbitrators shall have no authority to award back pay or other monetary relief extending more than forty (40) days prior to submission of the initial written grievance except in cases of grievance claims for incorrect pay.
- (f) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit written findings and a decision, which is final and binding on all parties.

- (g) The fees and expenses of the arbitrator and the certified court reporter shall be shared equally by the City and the grievant, or employee organization, if the employee organization represents the grievant at the arbitration. Financial responsibility shall be confirmed prior to selection of an arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. A party requesting a transcript shall bear the cost thereof; or if each party receives a copy the cost will be shared equally.
- (h) This grievance procedure is the exclusive remedy to resolve disputes as described herein.

SECTION 9.00 - ANNUAL VACATION LEAVE

- 9.01 All employees shall be entitled to paid annual vacation leave beginning at the end of the first six months of service with the City unless expressly authorized. However, vacation credits shall be accrued beginning with the date of initial appointment. Vacation is earned on an hourly basis. A day is defined as eight (8) work hours.
 - 9.01.1 During the first through fourth years of service, vacation shall be computed at the rate of 11 working days per year.
 - 9.01.2 From the fifth year of employment through the ninth year of employment, all covered employees shall accrue 16 prorated days of vacation leave for each year of service.
 - 9.01.3 From the tenth year of employment through the fourteenth year of employment, all covered employees shall accrue 21 prorated days of vacation leave credit for each year of service.
 - 9.01.4 From the fifteenth year of employment through the nineteenth year of employment, all covered employees shall accrue 26 prorated days of vacation leave credit for each year of service.
 - 9.01.5 From the twentieth year of employment, all covered employees shall accrue 31 prorated days of vacation leave credit for each year of service.
- 9.02 Employees who work less than full time shall earn vacation credits on a pro-rated basis.
- 9.03 Each employee shall be required to have served the equivalent of one year of continuous service in the City in order to be eligible for the employee's full annual vacation leave, provided however, that after six months of continuous service the employee may be permitted to take vacation leave not to exceed forty (40) work hours.
- 9.04 The times during a calendar year at which an employee may take vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the municipal service. If the requirements of the municipal service are such that an employee must defer part or all of his/her annual vacation in a particular calendar year, the appointing power shall permit the employee to take such deferred vacation during the following calendar year or allow the employee to cash out said vacation at his/her option, to the extent of the deferred portion.

- 9.05 No employee may accumulate and carry-over a vacation balance in excess of 300 work-hours, without the express approval of the City Manager or designee. On the first full pay period including June 1st, any hours above 300 will be cashed out in Pay Period 12. No employee shall be allowed to be on paid leave for a period of over three-hundred and twenty (320) consecutive work hours.
- 9.06 In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave.
- 9.07 Upon separation from the service for any reason, an employee shall be compensated for all accrued vacation leave.
- 9.08 On or about December 1 of each year, each Department Head may circulate a vacation roster for the forthcoming calendar year. Employees are then encouraged to indicate vacation choices. On or about January 1 of each calendar year, the Department Head shall notify employees of the approved vacation calendar for the year. Approval shall be granted after the supervisor and Department Head give consideration to the employee's wishes and the needs of the City. Employees may change vacation dates with the approval of the Department Head. In the event the needs of the City necessitate canceling of vacation scheduled for a minimum of 90 days in advance, which results in a financial loss to an employee, the City shall reimburse the employee the full amount of loss provided the employee demonstrates the impossibility of obtaining a refund and can document the amount of loss.

9.09

An employee may elect to cash out vacation leave accruals as either (1) a Future Vacation Leave Accrual Cash-out or (2) an Emergency Vacation Leave Cash-out, in accordance with the provisions below:

- a) An employee whose annual vacation leave accrual is 120 hours or less, may elect to cash out a maximum of a maximum of forty (40) hours of accrued vacation per calendar year.
- b) An employee whose annual vacation balance exceeds one hundred and twenty (120) hours, may elect to cash out a maximum of eighty (80) hours per calendar year
- c) An employee who cashes out the maximum vacation accruals under the Future Vacation Leave Accrual provisions shall not be eligible for Emergency Vacation Leave cash-out in the same calendar year.

9.09.1 Future Vacation Leave Accrual Cash Out Eligibility

- a) The employee uses at least one full workday of paid vacation leave in the calendar year the election request is submitted
- b) Between November 1st of each year through the end of the first full pay period in December, an employee wishing to cash out future vacation accruals in accordance with the provision above, may make a request by completing and submitting an Irrevocable Vacation Cash Out request form to the Director of Human Resources. Forms that are received after the first full pay period of December shall be ineligible for receiving the cash out the following calendar year.
- c) Once the election is made, it is irrevocable, meaning the employees must cash out the elected number of accrued vacation hours during that calendar year. If the employee does not select a date to receive the cash out, the employee will be paid with the paycheck coinciding with the last pay period of the calendar year.
- d) The employee will select either pay period 7, pay period 13, pay period 19 or pay period 24 to receive the cash-out; however, in no circumstances can an employee receive

payment for future vacation accrual cash-out until the employee has actually accrued that number of vacation hours. For example, an employee earning 5 hours of vacation per pay period, who wishes to cash out 40 hours of vacation accruals, may receive their cash-out accrual any time after eight pay periods have passed.

- e) As a condition of applying for cash-out, an employee must consent to future payroll deductions (in accordance with Section 9.09.4 below) for necessary withholdings of required taxes.
- f) All cash-outs of future vacation accruals will be included in an employee's regular paycheck.

9.09.2 Emergency Vacation Accrual Cash-out

- (a) An employee may request to cash-out vacation due to an unanticipated emergency that is caused by an event beyond the control of the employee and when the employee can demonstrate that it would result in severe financial hardship to the employee if early withdrawal were not permitted. Severe financial hardship to the employee includes:
 - i. Losses resulting from a sudden and unexpected illness or accident of the employee or of a qualified family member.
 - ii. Losses of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.
 - iii. Losses that can be resolved through reimbursement or compensation by insurance or otherwise, liquidation of the participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of voluntary deferrals to a 457 plan shall disqualify an employee from being eligible to receive Emergency Vacation Accrual Cash-out.
 - iv. Or any other reason as allowable per the IRS.
- (b) Emergency Vacation Accrual Cash-out shall be limited to the amount of leave necessary to address the nature of the emergency and shall not exceed the maximums identified in section 9.09 (a) through (c).

9.09.3 Vacation leave may not be carried-over to cash-out in subsequent years, except upon separation from City service.

9.09.4 The Union understands and agrees that employees have a responsibility to pay their taxes in accordance with IRS regulations. Therefore, any adjustments for prior taxes shall be deducted from an employee's paycheck. The City shall provide the employee a fourteen (14) calendar day notice before taking any payroll deductions for this purpose. For amounts greater than \$100, the employee may request the deductions be taken over a period of sequential pay periods, not to exceed eight (8) pay periods.

SECTION 10.00 - SICK LEAVE

10.01 Employees shall be granted paid sick leave credits beginning with date of original employment at the prorated rate of 12 days for each year of service. Employees become eligible to take accrued sick leave upon completion of one full month of continuous service. Employees may use CTO in lieu of sick leave. Sick leave shall not be considered as a privilege, which an employee may use at the employee's discretion, but shall be allowed only in case of necessity and actual sickness or disability. Medical or dental appointments may be charged against sick leave, but shall be limited to a maximum of four (4) hours per appointment and should be scheduled and approved in

advance. Approval of sick leave for appointments in excess of four (4) hours are subject to the discretion of the Division Head. The City Manager shall direct and enforce such administrative control as may be necessary to prevent abuse of sick leave privilege.

- 10.02 Employees who work less than full-time shall earn sick leave on a pro-rated basis.
- 10.03 For employees hired on or before July 17, 1999, the City agrees to pay an employee who is separating from the City in good standing with at least five (5) years of service an amount equal to 2-1/2% per year of service for unused accrued sick leave. The pay-out formula shall be: 2.5% x years of service x highest hourly rate x sick leave hours accrued. Good standing shall be based on the employee's overall work record and the decision of the Human Resources Director. (See Sections 22.04 and 22.04.1.)
- 10.03.1 . Sick leave cash out for existing employee's "IRS Constructive Receipt": Employees hired on or before July 17, 1999, with five or more years of service wishing to cash out future sick leave accruals may make a request by completing and submitting an Irrevocable Sick Leave Cash Out request form to the Director of Human Resources. Forms will be accepted between November 1st of each year through the end of the first full pay period in December. Payout shall be in accordance with appropriate pay out formulas described in Section 10.03. However, the maximum annual amount shall not exceed 50% of employee's sick leave balance. Employees eligible for this benefit shall at all times maintain a sick leave balance of at least 240 hours.
- 10.04 The City agrees to provide PERS Credit for Unused Sick Leave provision (20965). See MOU Section 22.04.1.

SECTION 11.00 - FAMILY LEAVE

- 11.01 Employees having available sick leave to their credit may draw upon such sick leave for family medical purposes when a member in the employee's immediate family is involved.
- 11.01.1 As defined for the purpose of this section, family medical purposes shall be construed to mean illness, accident, medical appointments or other related occurrences.
- 11.01.2 Spouse shall include registered domestic partner.
- 11.01.3 Immediate family is defined to include: spouse, parent, child, sibling, grandparent, grandchild, domestic partner, and foster children (including step, adoptive, or in-law relatives).
- 11.01.4 Each employee shall be allowed to use a maximum of eighty (80) hours of accrued sick leave per calendar year for this purpose. Additional leave may be granted in unusual circumstances by the Human Resources Director.
- 11.01.5 In addition, each employee shall be allowed to use fourteen (14) days of accrued sick leave for birth or adoption of a child.

SECTION 12.00 - COMPASSIONATE LEAVE

- 12.01 The City agrees to provide compassionate leave due to the death of a member of the employee's immediate family not to exceed one week (40 hours). Compassionate leave shall be used within 1 year from the date of the death unless otherwise authorized by the City Manager. An employee shall not be eligible to take compassionate leave during their last 40 hours of employment nor after they have submitted their resignation or notice of retirement.
- 12.02 Immediate family is defined to include: spouse, parent, child, sibling, grandparent, grandchild, domestic partner, and foster children (including step, adoptive, or in-law relatives).
- 12.03 Salary paid during this leave is not deducted from any leave balance. Additional leave may be granted in special circumstances by the City Manager or designee.
- 12.04 In special circumstances, the City Manager or designee may allow an employee to utilize compassionate leave for individuals who are not members of the employee's immediate family.

SECTION 13.00 - MILITARY LEAVE

- 13.01 Military leave shall be granted, in accordance with the provisions of State and Federal Law. Employees entitled to military leave shall give the City an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 14.00 - LEAVE OF ABSENCE

- 14.01 The Human Resources Director may grant a Permanent Employee a leave of absence one time per calendar year without pay not to exceed one year. Leave shall be considered upon written request of the Employee.
 - 14.01.1 Human Resources Director shall consider the recommendation of the Department Head, departmental workload, the best interests of the City, the Employee's duration of employment, the Employee's performance record, and the reason for the leave.
 - 14.01.2 Any Permanent Employee with a non-work-related injury or medical condition who has exhausted all sick leave may request a leave of absence with a doctor's certificate. At the City's discretion and expense, the City at any time may require a medical exam at a facility selected by the City.
 - 14.01.3 On leave without pay status, Employee shall not earn any employment benefits (including, but not limited to, such benefits as vacation leave, medical benefits, sick leave, retirement benefits, credit for time employed or seniority entitlements of any kind) for the period of such status. It is the intent of this subsection that one on leave without pay status is deemed unemployed for the period of such status in terms of earning benefits.
 - 14.01.4 The City Manager may authorize continuation of the employee's elected medical and/or dental coverage for all or part of the duration of leave without pay. This shall be done only in extraordinary circumstances and when it is deemed to be in the best interest of the City.

- 14.02 A Department Head shall have the authority to approve an unpaid leave not to exceed 160 work hours per fiscal year.
- 14.03 Nothing herein shall preclude an employee from waiving in writing the right to reinstatement as a condition to approval for a leave of absence. Any employee who waives the right may be reinstated in accordance with the City's Personnel Rules & Regulations as if they had been subject to a reduction in force, except that they shall be placed at the bottom of a reemployment list for any position for which they qualify.

SECTION 15.00 - JURY LEAVE

- 15.01 When called to serve on a jury, an employee shall be given leave with pay to do so subject to these conditions:
- 15.01.1 The employee shall notify the Department Head immediately upon receipt of the notice to serve; and
- 15.01.2 Any payment received by the employee while on jury leave for serving on the jury shall be remitted to the City, except for mileage allowance and out-of-pocket expenses.

SECTION 16.00 – WORKERS’ COMPENSATION LEAVE

- 16.01 Employees unable to work because of a work-related illness or injury are eligible for workers’ compensation leave, provided that the Employee has notified superiors of the illness or injury and the claim has not been denied by the Human Resources Director or workers’ compensation insurance administrator authorized by the City.
- 16.02 For all Employees, workers’ compensation leave per incident, shall be paid up to a maximum of 320 hours according to the following table:

<u>HOURS</u>			<u>SALARY RATE</u>
First	80	@	100%
Next	240	@	80%

This leave shall cover all time off from work related to the injury, including doctor's appointments and therapy treatments, provided that said hours do not exceed available workers' compensation leave. Following a maximum of 320 hours of workers' compensation leave, the City shall discontinue direct workers' compensation payments to the employee. This benefit shall be prorated based on the budgeted position. An employee may apply separately for long-term disability insurance, which becomes effective after 320 hours of workers' compensation.

Any employee sustaining such injury or disability may be entitled to compensation to the extent provided by the State Workers' Compensation Insurance Act. An employee who is on an approved Workers' Compensation leave, may utilize their leave accruals to integrate pay so as to receive one hundred percent (100%) of their pay for the time they would have been normally scheduled to work. An employee who has exhausted eligible workers' compensation leave are required to utilize available leave accrual balances (such as sick, vacation, comp time, etc.) to cover any period of unpaid absences.

- 16.03 An Employee returning from a work-related injury shall submit a medical release by a medical practitioner indicating the employee is able to perform the essential job functions with or without restrictions. If the employee is cleared to return to their position without restrictions, the employee shall return to their previously held position. If the employee has medical restrictions, the City shall schedule a meeting with the employee to engage in the interactive process to determine if the restrictions can be accommodated.
- 16.04 Injured Employees designated Maximum Medical Improvement (MMI) or accepted into a Supplemental Job Displacement Plan and unable to return to their prior occupations may be involuntarily terminated or retired.

SECTION 17.00 - OVERTIME

- 17.01 Employees who work more than a standard forty (40) hour workweek shall be compensated as follows:
- 17.01.1 All overtime shall be compensated at the rate of time and one-half pay or the equivalent in compensatory time off (CTO) in lieu of overtime pay.
 - 17.01.2 In the event the City requires the employee to work overtime, overtime pay or accrual of CTO shall be at the discretion of the employee. However, the determination as to whether overtime pay or CTO shall be taken must be made by the employee at the time the "Request for Additional Pay" form is submitted to the supervisor for signature. Usage of CTO shall be scheduled at the convenience of the City and may be used in the same manner as vacation leave.
 - 17.01.3 A minimum of three hours pay or its equivalent in compensatory time off, at the rate of time and one-half, to be taken at the convenience of the city shall be guaranteed for any employee who, after leaving the employee's place of duty, is required to return to work.
 - 17.01.4 Employees who work less than eight (8) minutes beyond their normal work hours shall not receive overtime.
 - 17.01.5 Overtime occurring on a paid City holiday shall result in pay or CTO at the rate of time and one half in addition to base pay.
 - 17.01.6 CTO may be accrued by the employee throughout the year. However, the accrued hours may not exceed one hundred and sixty hours (160) as of the last day of the pay period including June 1st. Hours in excess of one hundred and sixty (160) hours on that date shall be cashed out in Pay period 12 so the employee's CTO accrual bank is reduced to one hundred and sixty (160) hours.
 - 17.01.7 Any paid accrued leave, specifically sick leave, vacation leave, compensation leave, or compensatory time off, taken by an employee during any work week shall be counted as hours worked for the purpose of calculating overtime.
 - 17.01.8 If a Building Inspector, Public Works Inspector or Housing and Neighborhood Specialist is required to work overtime which extends past 12:00 a.m., the employee

will not be required to report to their next regular scheduled shift until eight (8) hours after the completion of the overtime. The employee shall be paid from the beginning of their regular scheduled shift.

SECTION 18.00 - HOLIDAYS

18.01 The following shall be paid holidays for the City of Milpitas employees:

1. January 1 (New Year's Day)
2. Third Monday in January (Observance of Dr. Martin Luther King Jr.'s Birthday)
3. Third Monday in February (Observance of President Washington's Birthday)
4. March 31 Cesar Chavez Day
5. Last Monday in May (Observance of Memorial Day)
6. July 4 (Independence Day)
7. First Monday in September (Labor Day)
8. November 11 (Veteran's Day)
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Eve
12. Christmas Day
13. One Floating Holiday¹

18.01.1 In the event a holiday falls on a Sunday, the following Monday shall be the holiday instead.

18.01.2 In the event a holiday falls on a Saturday, the preceding Friday shall be the holiday instead.

18.01.3 A holiday is defined as eight (8) regular work hours.

18.01.4 Any other holiday declared by the City Council as a City Holiday for City employees.

18.01.5 For other than five (5) day workweeks, any workweek which includes one or more holidays shall be reduced in hours commensurately. The number of days worked during the workweek shall be subject to the approval of the Department Head.

18.02 Where one of these holidays falls on a working day, employees shall be granted the day off with pay and City offices shall be closed except for such municipal services that must be maintained on an around-the-clock basis seven days a week. Employees who work less than full time shall be entitled to credit for paid holidays on a pro-rated basis. Employees required to perform their regular duties on a holiday shall be granted pay or compensatory time off, at the rate of time and one-half in addition to base salary. For the purposes of this section a holiday shall be deemed to begin and end at 12 midnight.

18.03 Employees shall be permitted to take Good Friday as a vacation day by submitting a written request at least two weeks in advance to the supervisor.

¹ Each employee shall receive one "Floating Holiday" every calendar year. The Floating Holiday will become effective the first day of January or on the date of hire. Floating Holiday must be used during the calendar year accrued. Prior approval must be received in order to utilize the Floating Holiday.

18.04 In addition to the recognized holidays, City Hall and selected operation will be closed to the public during the period beginning from the Christmas Eve holiday through the New Year's Day holiday. Essential services including, but not limited to Police and Fire, will continue to operate and certain events will be held as scheduled. Department Directors will determine which services and facilities will remain open. The MOU's provide that when a holiday falls on a Saturday, it is recognized on the preceding Friday, and when a holiday falls on a Sunday it is recognized on a Monday. When the recognized holidays of Christmas Eve and Christmas fall on New Year's Eve and New Year's Day fall on a Friday and Saturday, the holidays shall be recognized on Thursday and Friday of that week. When the recognized holidays of Christmas Eve and Christmas fall on New Year's Eve and New Year's Day fall on the Sunday and Monday, the holidays shall be recognized on the Monday and Tuesday of that week.

As this period of time is generally a slower time for conducting business and many employees enjoy taking this time off, it is an ideal time to close. However, we also understand that there are some employees who will want to work and some employees that will need to work, depending on the needs of the City and the employee's position. For instance, an employee from Finance and HR will be working on at least one of those days, possibly two to work on payroll.

City employees may participate in the Holiday Break on a voluntary basis. If employees prefer to work, they are to notify their supervisor in advance to make arrangements for an assignment. Employees may be assigned to perform work outside of their usual assignment and possibly outside of their department. Employees will be permitted to work during this period of time, take vacation, compensatory time off or take leave without pay depending on the business needs of the City.

All requests to take time off will need to be approved by the Department Head as they will need to determine the business needs of the City.

The continuation of the holiday closure is subject to the sole discretion of the City Council. As City Council members change, the parties recognize the decision to continue the holiday closure period may also change. The City will give a 14- day notice of any such change.

SECTION 19.00 – TRAINING

19.01 If an employee is directed to participate in a training program, which is related to their job, the City shall provide compensation for the following:

- 19.01.1 Regular wages for time away from the job (if during working hours);
- 19.01.2 Overtime or compensatory time off whenever an employee's combined training time and work time exceeds forty (40) hours in a workweek;
- 19.01.3 Cost of tuition and/or registration for the training;
- 19.01.4 Reimbursement for authorized transportation cost to and from the training. (i.e., mileage reimbursement if an employee uses their personal automobile as allowed by the City. However, if employees car-pool to a training session, only the employee who is the owner of the automobile shall be entitled to mileage reimbursement).

19.02 Participation in and successful completion of training course may be considered in making employment advancements and promotions.

SECTION 20.00 - ATTENDANCE

20.01 General

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves.

20.02 Unauthorized Absence

20.02.1 An employee whose absence is not authorized shall not receive pay or benefits for the absent period and shall be subject to discipline. Failure on the part of the employee absent without leave to return to duty shall be grounds for discharge. It shall be the responsibility of an employee absent without leave to notify the Department Head of the reason the employee is absent and of the employee's availability for duty.

20.02.2 Except in emergency situations when an employee is physically unable to do so, an employee shall report absence at or prior to the beginning of shift to the supervisor or higher authority. Failure to do so may result in an unauthorized absence.

20.03 Breaks

Employees shall be entitled to the privilege of two 15-minute breaks during each standard workday.

20.04 Responsibility to Maintain Service

No employee shall schedule a break at such time as to leave the office in which the employee works unstaffed.

20.04.1 Persons whose responsibility includes public contacts shall advise a responsible person in their office before leaving for a break.

20.04.2 Persons alone in an office should leave a sign on the door, lock the door, and advise the receptionist before leaving for a break, in order to ease the handling of incoming phone calls and customers that call at the office.

20.05 Limitations for Breaks

20.05.1 For workdays from 8:00 a.m. to 5:00 p.m., the morning break shall be taken between 9:30 a.m. and 11:00 a.m., and the afternoon break shall be taken between 2:30 p.m. and 4:00 p.m.

20.05.2 For irregular workdays, breaks shall be taken after the first one- and-one-half hours and before the last hour of each half shift.

SECTION 21.00 - PAY PLAN

- 21.01 Advancement shall be based on satisfactory performance and increased service value of an employee to the City as exemplified by the recommendations of the supervising official, length of service, performance record, special training undertaken or other pertinent evidence. No step advancement shall be made so as to exceed the maximum rate established in the pay plan for the class of to which the advanced employee's position is allocated.
- 21.02 In administering the Pay Plan, the following rules shall be observed:
- 21.02.1 Step "A" is the minimum rate for a position and shall be the hiring rate for said position. Initial appointment at a rate higher than Step "A" may be made in the case of an unusually well qualified person or where other special conditions warrant, but only with prior approval of the City Manager.
 - 21.02.2 Step "B" represents an incentive adjustment. An employee shall be eligible for Step "B" only after completion of one year from the date of employment on recommendation from the Department Head and approval of the City Manager.
 - 21.02.3 Step "C" represents the rate at which a qualified and experienced employee should be paid after a reasonable period of service. An employee shall become eligible for Step "C" only after he/she has proven himself/herself satisfactory in the given classification for a period of at least one year after completion of his/her probationary period, upon recommendation of the Department Head and approval of the City Manager.
 - 21.02.4 Step "D" represents an incentive adjustment for satisfactory performance and increased effectiveness. An employee shall become eligible for Step "D" after completion of one year at Step "C" upon recommendation of the Department Head and approval of the City Manager.
 - 21.02.5 Step "E" represents an incentive adjustment for increasingly satisfactory performance. An employee shall be eligible for Step "E" after completion of one year at Step "D" upon recommendation of the Department Head and approval of the City Manager.
 - 21.02.6 Employees who have demonstrated outstanding ability may be advanced to the next higher step prior to completion of one year's service at the current step upon recommendation of the Department Head and approval of the City Manager.
 - 21.02.7 Merit increases shall be effective the first full pay period following an employee's eligibility for step increases.
- 21.03 Performance Appraisal Review - Performance appraisals are an important personnel tool, and the City should endeavor to make them promptly.
- 21.04 The City shall evaluate employee's annually from their date of hire or the date they entered their classification. The classification date shall supersede the hire date. In any case, an employee must be evaluated at the completion of probation, be it initial, or as a result of promotion. If an employee does not receive a performance appraisal on the date it is due and is not at the top step of the salary range for his/her classification, the Human Resources Department shall process the

forms necessary to advance the employee to the next step in the pay range effective the first pay period following the anniversary date. Supervisors must complete a Performance Appraisal Review on a timely basis if they intend to withhold a step advancement for the employee.

If a supervisor subsequently finds that the employee was entitled to a step increase (under this Section) as of that due date, and did not receive it, the step increase shall become effective retroactively as of the due date of the performance appraisal.

If an employee does not receive a performance appraisal within 30 working days after it is due the employee shall have the right to file a grievance. The contents of the "PAR" are not grievable. Grievances are to be conducted under the rules of Section 8.00 of this MOU.

21.05 Salary Following Promotion

Employees receiving a promotion shall receive at least a 5% increase in salary unless limited by the maximum salary range.

21.06 In the event an employee receives overpayment by the City, the employee shall reimburse the City for the total overpayment. Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred, and the City may obtain reimbursement by payroll deduction. However, at the employee's request, the City may extend such repayment over a longer period, to be determined by mutual agreement of the employee and the Finance Director.

21.07 "Y" Rate Policy: Whenever an employee would sustain an actual decrease in salary as a result of downward reclassification or reorganization within an existing department unit, without fault or inability on the part of the employee, the City Council shall adopt a "Y" rate to apply only to the employee so affected. A "Y" rate is defined as a monthly salary rate for an individual employee, which is greater than the established range for the employee's class. An employee for whom a "Y" rate is established shall not receive any increase in salary until such time as the employee's rate of compensation is within the established range for the employee's class. An employee who accepts a reassignment to a lower paid position in-lieu of layoff, shall not be "Y" rated.

SECTION 22.00 - RETIREMENT PLAN

- 22.01 The City will provide the 2% @ 62 CalPERS retirement plan based on the highest 3 year annual average pensionable compensation, depending on the eligibility of the new hires, for employees hired on or after January 1, 2013. Employee shall be responsible for the employee portion of the contribution to PERS retirement.
- 22.02 The City will provide the 2% @ 60 CalPERS retirement plan based on the highest 3 year annual average pensionable compensation to all new hires (Section 20475: Different Level of Benefits Provided for New Employees) hired on or after October 9, 2011 the date that the PERS ordinance was adopted by the City Council. Employees shall be responsible for the employee portion of the contribution to PERS retirement.
- 22.03 For employees hired before October 9, 2011, the City agrees to continue the 2.7% @ 55 Public Employees' Retirement System (PERS) retirement benefit for the term of this contract, including the final year compensation amendment and 1959 Survivors Benefit in full force and effect.

Effective July 1, 1995, the City agrees, as allowed under Internal Revenue Code Section 414(h)(2), the implementation of the Public Employees' Retirement System (PERS) "Pick-Up" program (TDMC) as outlined in PERS Circular Letter 100-364. In completing the conversion to the IRS 414 (h) (2) program, the increase in salary was calculated on the employee's base salary.

Effective the first full pay period including July 1, 2016, in addition to paying the employee PERS contribution rate to the Miscellaneous Plan, employees will pay 1.0% of PERSable salary toward the employer PERS contribution rate on a pre-tax basis.

Effective the first full pay period including July 1, 2017, employees will no longer contribute toward the employer PERS contribution rate.

- 22.04 Upon retirement, disability retirement, or death, for those employees who were hired on or before July 17, 1999, and who had at least five (5) years of service, the City shall pay the separating employee or his or her estate, for unused accrued sick leave. The amount paid shall be equal to 2.5% per year of service for unused accrued sick leave. The pay-out formula shall be: 2.5% x years of service x highest hourly rate x sick leave hours accrued.

22.04.1 Upon retiring with PERS, all employees shall be eligible for the PERS Credit for Unused Sick Leave provision (20965) of the City's PERS Retirement plan. Employees hired on or before July 17, 1999, may elect either the payout formula in Section 10.03 or the PERS Credit for Unused Sick Leave plan.

- 22.05 For the purpose of this section, an employee who is retiring is one who has submitted an application for retirement to the Public Employees Retirement System (PERS).

22.06 Retiree Medical

22.06.1 For permanent employees hired before July 1, 1995, and retired between July 1, 1990 and September 1, 2002, who had at least five (5) years of service in the City of Milpitas, the City agrees to pay any single, medical premium rate, as long as the retiree maintains enrollment in one of the eligible health plans.

22.06.2 For permanent employees hired before July 1, 1995, and retired after September 1, 2002, who had at least five (5) years of service in the City of Milpitas, the City agrees to pay up to the single, medical premium rate (at a rate no higher than any single plan paid by City for active employees), as long as the retiree maintains enrollment in one of the eligible health plans.

22.06.3 For permanent employees hired on or after July 1, 1995, and retiring on or after September 1, 2002, the City agrees to pay up to the single, medical premium rate (at a rate no higher than any single plan paid by City of active employees), as long as the retiree maintains enrollment in one of the eligible health plans and shall be subject to the following provisions with respect to the retirement benefits:

- (a) Upon completion of the fifth through the ninth year of service with the City of Milpitas, and upon retirement, the City shall provide 25% of the medical insurance premium payment for the employee only, as long as the employee remains in one of the City sponsored eligible health care programs.

- (b) Upon completion of the ninth year, this payment of the retiree's medical insurance shall increase to 50%.
- (c) Upon completion of the fourteenth year, this payment of the retiree's medical insurance shall increase to 75%.
- (d) Upon completion of the nineteenth year, this payment of the retiree's medical insurance shall increase to 100%.
- (e) Once any retiree becomes Medicare eligible, City shall pay up to the appropriate Medicare rate per the above sections.
- (f) Retirees may elect to continue coverage for a dependent under the retiree dependent health care fund provided that the dependent is covered by the group plan at the time the employee retires and maintains enrollment as set forth in Section 22.06.2.

22.07 Retiree Dependent Health Care

22.07.1 The Retiree Dependent Health Care Fund

Each year, the City will contribute 1% of payroll with benefits to a fund to be used to help pay the medical premiums of retirees' dependents (the "Fund"). The City's annual 1% of payroll with benefits contribution shall be recalculated each year based on ProTech's payroll as of the last full pay period in June. The City will annually deposit this amount in the Fund by the end of August.

The City will annually present a report to the ProTech president indicating the City's annual contribution, the total dollars in the Fund, and a brief description of how and the extent to which the 1% was used in the previous fiscal year to pay for the medical premiums of retirees' dependents. The City will use this report to set retiree dependent contribution rates. The City will also prepare projections for the following fiscal year for contributions and expenditures. The Human Resources Director and ProTech president will meet to discuss corrective measures so the fund does not deplete or end with a negative balance before the next year's contributions is due.

22.07.2 Contributions From the Fund toward Retiree Dependent Premiums

Contributions from the Fund toward the medical premiums of retirees' dependents shall be as follows:

- (a) For permanent ProTech employees hired before July 1, 1995, and retired on or after December 5, 2006 (City Council adoption), who have at least five (5) years of full-time or equivalent service with the City of Milpitas, the City agrees to pay from the Fund up to the family medical premium rate (at a rate no higher than any family plan paid by the City for active employees), as long as the retiree maintains enrollment in one of the eligible health plans.
- (b) For permanent ProTech employees hired on or after July 1, 1995, and retired on or after December 5, 2006 (City Council adoption), who have at least five (5) years of full-time or equivalent service with the City of Milpitas; the City

agrees to pay from the Fund up to the family medical premium rate (at a rate no higher than any family plan paid by the City for active employees), as long as the retiree maintains enrollment in one of the eligible health plans and shall be subject to the following provisions with respect to the retirement benefits:

- (1) Upon completion of the fifth through the ninth year of service, and upon retirement, the City agrees to provide 25% of the medical insurance premium payment from the Fund for the retiree dependent, as long as the employee remains in one of the City sponsored eligible health care programs.
- (2) Upon completion of the ninth year, this payment of the retiree's dependent medical insurance shall increase to 50%.
- (3) Upon completion of the fourteenth year, this payment of the retiree's dependent medical insurance shall increase to 75%.
- (4) Upon completion of the nineteenth year, this payment of the retiree's dependent medical insurance shall increase to 100%.
- (5) Once any dependent becomes Medicare eligible, the City agrees to pay from the Fund up to the appropriate Medicare rate per the above sections.

22.07.3 In no case will the City be required to place funds in the Fund above the 1% of payroll with benefits amount. If funds are depleted before the next year's City contribution is due, dependent medical premiums will be the responsibility of the retiree and/or dependent. If less than 1% of payroll with benefits is used in a given year for the medical premiums of retirees' dependents, the remainder shall remain in the Fund and may be used in future years to supplement the City's annual 1% of payroll with benefits contribution if this contribution is insufficient in a given year to make all the payments set forth in 22.06.2 above.

SECTION 23.00 - BENEFITS

23.01 The City shall provide active employees the CalPERS medical insurance for health benefits. The total monthly health benefit per employee shall be based on the Kaiser rates for employee, employee + 1, and family plan. Only employees who have eligible dependents shall be compensated above the single rate plans.

23.01.1 The City reserves the right to discontinue offering any of the medical plans due to any of the following:

- (a) The plan imposes exorbitant costs upon the City;
- (b) The health care carrier refuses to provide services to the City;
- (c) The health care provider no longer offers the services; or
- (d) The health plan is discontinued.

23.01.2 If the City discontinues use of CalPERS health care, to the extent possible, the City will provide similar services.

- 23.01.3 The City will provide a life insurance policy in the amount of \$50,000.00 for each full-time member of the Association.
 - 23.01.4 The City shall provide a Short Term Disability Plan with the current benefit level for the term of Agreement.
 - 23.01.5 The City shall provide a Long Term disability with the current benefit level for the term of Agreement.
 - 23.01.6 Payroll deductions for benefit costs above the City benefit contribution shall be permitted, provided that the City shall not assume unreasonable administrative costs.
 - 23.01.7 Employees who are covered as an eligible dependent under another health insurance plan may waive health coverage and receive a total of one hundred and twenty-five dollars (\$250.00) per month, pro-rated over twenty-six (26) pay periods. Employees who wish to waive health insurance coverage must complete the City of Milpitas' "Health Insurance Waiver" indicating they agree to abide by the terms and conditions of the waiver.
 - 23.01.8 ProTech agrees to discuss a "cafeteria style" benefit plan upon request of the City.
 - 23.01.9 Effective February 4, 2015, the City will pay seventy-five dollars (\$75) per month toward deferred compensation for each member. The City's payments will be pro-rated over twenty-six (26) pay periods per year.
- 23.02 Benefit Contribution – Regular Part-Time Employees: The City agrees to contribute monthly premiums for medical, dental and life insurance in an amount to reflect hours budgeted, pro-rated against the amount contributed for full time employees. For example, half-time employees may elect to take any or all of the benefits and the City and the employee will both pay 50% or half of the elected benefit cost(s). The City agrees to provide short-term disability and long-term disability insurance benefits, at the current benefit level for the term of Agreement.

SECTION 24.00 – TEMPORARY UPGRADE PAY/WORK OUT OF CLASS

- 24.01 The City agrees that upon specific written assignment by the Department Head, or the designated representative, an employee may be required to assume the duties, responsibilities, authority and accountability of a higher classification.
- 24.02 Employees assigned to duties of a higher class for at least sixteen (16) hours to work in an out-of-class capacity with fully upgraded duties or classification (100%) shall qualify for Temporary Upgrade Pay. Employee shall be compensated at least 5% more than their salary or at the entrance step of the range of the higher classification, whichever compensation pattern is greater except where such increase exceeds the pay range allocated to the assigned position. The employee shall be compensated at the appropriate rate retroactive to the start of the assignment.

If an individual is placed into an out of class position that is vacant and during a recruitment the hours in this position cannot exceed 960 hours.

Any employee who has satisfactorily served in a temporary capacity for a minimum of three months, and is selected for a permanent appointment to the same class by the appointing

authority, with the Department Head with City Manager approval, may receive credit towards completion of the probationary period up to the duration of the temporary appointment.

- 24.03 An employee seeking additional training in another class may waive his/her right to work out of class pay in order to pursue desired training.

SECTION 25.00 - NO DISCRIMINATION

The City of Milpitas has a zero tolerance policy to discrimination and/or harassment in the workplace. Discrimination against or harassment of an applicant or employee by a supervisor, management employee, co-worker, contractor or other third party with whom the applicant or employee comes into contact with on any legally-protected basis (e.g., race, color, religion (including dress and religious grooming), religious creed, sex (including pregnancy, childbirth, breastfeeding and related medical conditions), gender, gender identity (including transgender identity), gender expression, national origin, ancestry, physical and/or mental disability, medical condition, genetic information, marital status, victim of domestic violence, age, sexual orientation, denial of medical and family care leave, or military and veteran status) is strictly prohibited and will not be tolerated.

- 25.01 The Association shall not restrict its membership in regard to any legally-protected basis (e.g., race, color, religion (including dress and religious grooming), religious creed, sex (including pregnancy, childbirth, breastfeeding and related medical conditions), gender, gender identity (including transgender identity), gender expression, national origin, ancestry, physical and/or mental disability, medical condition, genetic information, marital status, victim of domestic violence, age, sexual orientation, denial of medical and family care leave, or military and veteran status) is strictly prohibited.

SECTION 26.00 - SALARY

- 26.03 July, 2023 Salary Schedule Increase: Effective July 1, 2023, the July 2023 Salary Schedule shall be increased by 4%. This shall be the July 2023 Salary Schedule.
- 26.04 July, 2024 Salary Schedule Increase: Effective with the first full pay period in July 2024, the July 2024 Salary Schedule shall be increased by 4%. This shall be the July 2024 Salary Schedule
- 26.05 The monthly salary schedules labeled Appendix "A" and attached hereto are hereby made a part of this Memorandum of Understanding.

SECTION 27.00 - BILINGUAL ASSIGNMENT

- 27.01 The City agrees to pay a premium of 2.5% of base pay to employees with bilingual skills in positions which the City has determined the use of bilingual skills are necessary or desired to serve the Milpitas community.
- 27.01.1 Bilingual assignment shall be recommended by the Department Head and approved by the City Manager. In order to receive bilingual assignment, the employee must undergo and pass the appropriate testing to be certified as bilingual. The Department Head with the approval of the City Manager shall have the authority to terminate bilingual assignments when either: (1) the need no longer exists; (2) the number of employees who are certified as bilingual is more than is needed for the department; or (3) employees certified as bilingual are only called upon periodically to translate.

27.01.2 Employees may request to be tested for bilingual certification at any time. Authorization for testing is subject to the needs of the department as determined by the Department Head and approved by the City Manager or designee. The method for such certification shall be the same for all bargaining units having bilingual assignment provisions.

SECTION 28.00 - WORK SCHEDULES

- 28.01 All employees shall work a standard bi-weekly schedule of eighty (80) hours. The Department Head shall have the authority to review and as necessary modify the work schedule provided employees are given 60 day notice. In establishing the schedule, consideration shall be given to the staffing needs of the department and the concerns of the employees. It is understood and agreed, that this shall not restrict or limit the ability of the City to modify schedules to respond to emergencies or immediate service needs of the City.
- 28.02 An employee may request consideration of a flexible work schedule to meet legitimate personal needs, such as childcare, transportation, etc. The Department Head shall consider each such request, and based on the needs of the City and the employee, make a final determination.
- 28.03 The City agrees to review requests for Alternate Work Schedules. Proposals for alternate work schedules shall be evaluated within each department and for each position. Alternate work schedules may not be appropriate for all departments or employees. In reviewing requests, the City shall take into consideration the City's desire to maintain a level of service, determined by the City, in addition to the employees' needs. The Department Head shall make a recommendation to the City Manager, whose decision is final and not grievable.
- 28.04 Employees who are temporarily assigned to shifts in which one-half of their hours fall between the hours of 6:00pm and 8:00am three or more times within an established work week shall receive a five percent (5%) premium for all hours worked. The 5% premium shall be calculated on the employee's base hourly rate of pay.

Alternate work schedules, which have been approved, shall be subject to Section 29.01.

SECTION 29.00 - HEALTH & SAFETY

- 29.01 The Risk Management & Safety Committee: The City is committed to the concept that the work place be a safe environment for all employees. In recognition of the City's and the Association's mutual interest in mitigating and/or eliminating present and future health hazards in the work place, the Risk Management & Safety Committee was created.
- 29.02 The City of Milpitas will assess the workstations of employees under the guidance of a specialist in Ergonomics. The Ergonomic specialist shall make recommendations and the City of Milpitas will act accordingly.
- 29.03 The City shall reimburse up to \$300 per employee per fiscal year towards the purchase of safety prescription eyeglasses provided that they are not fully covered by the employee's health plan. Replacement costs may be covered upon approval of the Human Resources Director if there has been a significant change in the employee's prescription or damage occurred as a result of a work-related accident.

- 29.04 The City shall reimburse employee's up to \$300 per fiscal year for eyeglasses when prescribed by a physician for use at a video display terminal, provided the glasses are not fully covered by the employee's health care plan. The employee must apply for any available insurance coverage.
- 29.05 The City shall provide up to \$300 reimbursement per employee per fiscal year for the purchase of safety shoes and accessories with the provision that said footwear meets safety guidelines set by the City.

For classifications in the Housing and Neighborhood Preservation Specialists, Plan Checkers, and Engineers series, the City shall provide up to \$300 reimbursement per employee bi-annually, on a fiscal year basis, for the purchase of safety shoes and accessories with the provision that said footwear meets safety guidelines set by the City.

- 29.06 It is understood that the wearing of said items is mandatory for field work when reimbursement is provided.

SECTION 30.00 - MISCELLANEOUS

- 30.01 Working Hours: Any modification of hours of employment, which are not diminimus, shall be subject to the rules and regulations of the Meyers-Milias-Brown Act ("MMBA").
- 30.02 Replacement of Personal Articles: City may replace, within reason, personal articles damaged or stolen during performance of duty upon recommendation of the individual's immediate supervisor and Department Head. The prior condition of the article, precautions taken to protect the article, and the exercise of proper judgment of wearing or using an expensive article on the job that has certain hazards connected with it shall be considered in determining the amount of replacement. An employee must obtain prior approval from his/her supervisor to bring in and use personal articles in the line of work.
- 30.03 Negotiations: Negotiations for a new Memorandum of Understanding shall commence three months before the end of the last contract year.
- 30.04 The City shall study the classifications and salaries of ProTech members during the term of this MOU and provide the information to ProTech upon receipt. The City agrees to meet with the Union to discuss implementation of the results.

SECTION 31.00 - EMPLOYEE FITNESS PROGRAM

- 31.01 The City of Milpitas agrees to provide to the employees a fitness program that allows employees the opportunity to participate in City-sponsored sports and fitness programs at no cost during the employee's non-working hours. All conditions and requirements regarding use of the Sports Center and/or Senior Center, as set by the Recreation Services Manager, must be followed to remain eligible for this program.

SECTION 32.00 - LATERAL TRANSFERS/PROMOTIONAL OPPORTUNITIES

- 32.01 Employees shall be considered for lateral transfer/promotional opportunities subject to the following conditions:

- 32.01.1 The transfer must be recommended by both the outgoing and incoming supervisor and approved by the Department Head.
- 32.01.2 The transfer must be approved by both the outgoing and incoming Department and/or Division Head.
- 32.01.4 Employees who are performing “below expectations” or “unsatisfactory” shall not be considered for lateral transfers. This shall be determined by examination of the most recent employee appraisal on file. If the appraisal on file is more than ten (10) months old, a new appraisal shall be done prior to the time the transfer is finalized.
- 32.01.5 Employees who are transferred by request between Departments or between different classifications shall be subject to a new six-month probationary period. Employees failing to complete probation following such a transfer shall be reinstated to the position from which transferred.
- 32.01.6 All vacant permanent positions shall be opened to lateral transfer within the same classification.
- 32.01.7 Written notice of a vacant permanent position shall be circulated by the Human Resources Department. The notice shall include the opening and closing dates for the acceptance of lateral transfer requests and promotional applications.
- 32.01.8 A period of ten (10) working days shall be allowed during which written requests for lateral transfer and/or promotion must be submitted by any interested employee.
- 32.01.9 Requests shall be reviewed and all applicants notified of their status and scheduled for an oral interview within five (5) working days of the closing date.
- 32.01.10 Oral interviews of eligible employees shall be conducted by the hiring supervisor.
- 32.01.11 Written notice of the results of the interview process shall be made by the hiring supervisor within five (5) working days of the last interview.
- 32.01.12 Exceptions to the above process due to working conditions and/or the needs of the City may be approved by the Department Head.
- 32.02 Permanent employees may have a reasonable amount of time, during normal work hours, without loss of pay or accrued leave for a City of Milpitas civil service interview (lateral or promotion). Employees are required to provide at least two (2) days notice to their supervisor.

A “reasonable” amount of time is defined as the time needed to participate in the interview by the Human Resources Department. Employees must report to work as soon as the interview ends in order to avoid charging the time in excess to accrued leave or unpaid leave.
- 32.03 To qualify for a department interview, an employee must meet the minimum qualifications listed on the job announcement, including passing any required testing, or be a lateral transfer to the position. All internal candidates who meet these requirements will be invited to participate in a departmental hiring interview.

SECTION 33.00 - MILEAGE REIMBURSEMENT

- 33.01 When available, the City shall furnish vehicles from the City's car pool to conduct official City business. In the event a pool car is unavailable, the employee shall use the employee's own vehicle on a temporary basis.
- 33.02 An employee shall receive authorization from their Department Head or their designee prior to using the employee's own vehicle.
- 33.03 Temporary basis shall be defined as no more than five (5) consecutive working days unless otherwise agreed to by the employee. Employees who use their car on a temporary basis shall be reimbursed by the City at the rate established by the IRS.
- 33.04 Any employee who drives their own vehicle on official City business must have a valid California driver's license and proof of valid insurance.

SECTION 34.00 - TUITION REIMBURSEMENT

- 34.01 The City of Milpitas will provide a tuition reimbursement program for educational activities which are job related to any classification within the City and approved in advance by the Department Head and the Human Resources Director. The amount of the fund shall not exceed the amount budgeted for this purpose. Subject to the availability of monies in the fund, individual employees are subject to a total reimbursement of \$2,000 per fiscal year. Reimbursement is subject to the guidelines outlined in the Tuition Reimbursement Standard Operating Procedure (S.O.P.) 16-13.

SECTION 35.00 – INCENTIVE PAY

- 35.01 Certification Pay

City will provide 1% certification pay on the following certifications for positions in the classification of Building Inspector and Sr. Building Inspector:

- (a) 1% for Residential Plans Examiner Certification and
- (b) 1% for Building Plans Examiner Certification

- 35.02 During the term of this agreement, the parties agree to revisit the topic of additional certification pay, which would be subject to Department Head approval.

35.03 As part of the Tuition Reimbursement Program per Section 35.00 of the Pro-Tech MOU, the above certification tests will be reimbursed to full time regular employees. In addition full time regular employees will be permitted to take the certification tests during regular work hours. Employees will be compensated their regular wages if the test is taken during a regularly scheduled workday between regularly scheduled work hours, and employee is not eligible for overtime if the test exceeds the regular work day as this is a fringe benefit and not required.

35.04 Longevity Pay

Effective the first full pay period in July, 2023, employees shall be eligible for longevity pay as follows:

- (a) Effective the first full pay-period after the employee's 9th year of service, a longevity incentive of one percent (1%) over base pay.
- (b) Effective the first full pay-period after the employee's 14th year of service, a longevity incentive of two percent (2%) over base pay,
- (c) Effective the first full-pay period after the employee's 19th year of service, a longevity incentive of three percent (3%) over base pay,

SECTION 36.00 – NO STRIKE CLAUSE

36.01 The Union, on its own behalf and on behalf of the unit employees it represents, agrees that during the term of this MOU, and throughout all periods when there is any effort or procedure underway to arrive at a successor MOU and during any period when the law specifically prohibits strike activity, there will be no strikes, work stoppages, concerted unauthorized absences, slow-downs, or refusals to cross picket lines of any sort; and that the Local will not directly or indirectly encourage or condone such actions by unit employees, and will undertake all possible steps to cause any such actions to cease.

36.02 Any bargaining unit member violating this provision shall be subject to disciplinary action up to and including termination of employment.

36.03 This provision may be specifically enforced in any court of competent jurisdiction.

SECTION 37.00 – LIUNA NATIONAL (INDUSTRIAL) PENSION FUND

37.01 ProTech members currently participate in the LIUNA National Pension Fund under terms set forth in Section 37.00 of the Memorandum of Understanding approved by City Council on February 19, 2013, and covering the period from January 1, 2013 through December 31, 2013, (hereafter "PRIOR MOU") and the Standard Form of Participation Agreement signed by the City and ProTech in 2001. It is agreed between the Parties that this section 37.00 shall replace that earlier Section 37.00 part of the PRIOR MOU until such time as ProTech, or its successor bargaining group or individual employee successors no longer participate in the LIUNA National Pension Fund and there exists no obligation on behalf of the City or ProTech or its successor bargaining group or individual employee successors to contribute funds to the LIUNA National Pension Fund, or this Section 37.00 is rescinded or modified by mutual agreement.

37.02 It is further agreed between the Parties that all obligation to make payments to the LIUNA National Pension Fund (including the \$.56 City contribution referred to in Section 37.01 of the

PRIOR MOU) for pension coverage for ProTech employees shall be paid by ProTech employees and the City will have the right to deduct the payment from ProTech employee wages and make such payments as are due directly to the LIUNA National Pension Fund. This shall include any obligation to make payments to the LIUNA National Pension Fund as now exist or increased amounts which may be imposed in the future for rehabilitation plans imposed, plan restructuring, election for “preferred” benefits under the current Rehabilitation Plan or any other reason. It is further agreed that the City as employer shall elect, if such option is available, the “preferred” payment option, allowing ProTech employees enhanced benefits, payment for which ProTech employees will be responsible, as agreed and set forth above, but with the understanding that if payments are also due for past obligations under the “preferred” plan, then ProTech employees shall be responsible for such amounts which the City may also deduct in reasonable payment amounts from ProTech employee wages.

- 37.03 Employee liability for LIUNA pension payments as described in paragraph 37.02 above do not include any fund liability for the City’s unilateral withdrawal from the LIUNA National Pension Fund, were that to occur in the future. Responsibility for such liability, were it to occur, shall remain subject to future negotiations between the Parties.
- 37.04 Deductions from ProTech employee wages, as set forth in paragraph 37.02 above, shall be processed and deducted as pre-tax pension benefit payments from current and future ProTech employees and will include a pro rata share of the indebtedness owed for ProTech employees, including retirees, until such time as that indebtedness is satisfied.
- 37.05 To the extent this Section is inconsistent with the PRIOR MOU this Section shall prevail and constitute the intent and govern the rights of the Parties.
- 37.06 By inclusion of this section in this MOU, all parties agree that this matter has been fully discussed amongst the Parties and all meet and confer obligations under the law, including the Meyers-Milias-Brown Act, have been fully complied with.

This comprehensive Memorandum of Understanding represents a complete and final understanding of all issues negotiated between the City representatives and the Association's representatives and is endorsed this __ Day of _____.

ASSOCIATION REPRESENTATIVES

CITY REPRESENTATIVES

Avery Stark

Richard C. Bolanos

Ruby General

Vicky Lien

Casey Crary

Bill Tott

Lorin Preston

Randy Baez

Ryan Heron, Local 792

Appendix A1– SALARY SCHEDULE			
4% Salary Increase			
Effective July 1, 2023			
Job Classification	Annual Salary		
Accountant	\$ 103,614.85	-	\$ 125,925.82
Accounting Technician I	\$ 67,479.40	-	\$ 82,022.32
Accounting Technician II	\$ 74,226.96	-	\$ 90,223.29
Assistant Engineer	\$ 112,264.94	-	\$ 136,459.79
Assistant Planner	\$ 107,647.32	-	\$ 130,827.90
Associate Civil Engineer	\$ 129,104.10	-	\$ 156,928.53
Associate Planner	\$ 123,774.79	-	\$ 150,454.35
Building Permit Technician	\$ 82,202.95	-	\$ 99,921.72
Building/NP Inspector	\$ 108,955.25	-	\$ 132,435.70
Case Manager	\$ 73,654.26	-	\$ 91,918.96
Code Enforcement Officer	\$ 95,267.33	-	\$ 115,819.08
Community Service Officer	\$ 91,149.68	-	\$ 110,793.70
Electrical/Building Inspector	\$ 114,403.81	-	\$ 139,057.80
Engineering Aide	\$ 89,279.32	-	\$ 108,518.82
Engineering Permit Technician	\$ 80,366.94	-	\$ 97,685.79
Environmental Inspector	\$ 114,403.81	-	\$ 139,057.80
GIS Technician	\$ 112,264.94	-	\$ 136,460.33
I T Technician	\$ 89,322.31	-	\$ 108,570.74
Junior Engineer	\$ 102,058.42	-	\$ 124,053.03
Junior Planner	\$ 92,402.98	-	\$ 112,316.59
Marketing Coordinator	\$ 86,736.21	-	\$ 105,428.15
Office Assistant I	\$ 58,679.77	-	\$ 71,324.76
Office Assistant II	\$ 64,544.75	-	\$ 78,453.59
Office Specialist	\$ 74,226.15	-	\$ 90,223.29
Payroll Specialist	\$ 79,275.33	-	\$ 96,358.39
Plan Check Engineer	\$ 132,118.52	-	\$ 160,673.30
Plan Checker	\$ 112,659.46	-	\$ 136,947.05
Planning Technician	\$ 82,202.95	-	\$ 99,921.72
Program Coordinator	\$ 80,888.81	-	\$ 106,473.79
Public Services Assistant I	\$ 67,479.40	-	\$ 82,022.32
Public Services Assistant II	\$ 74,226.96	-	\$ 90,223.29
Public Works Inspector	\$ 108,955.25	-	\$ 132,435.70
Recreation Svcs Assistant I	\$ 38,142.35	-	\$ 46,363.05
Recreation Svcs Assistant II	\$ 45,287.13	-	\$ 55,051.01
Recreation Svcs Assistant III	\$ 52,056.60	-	\$ 63,274.68
Recreation Svcs Assistant IV	\$ 61,076.33	-	\$ 74,238.05
Senior Accounting Technician	\$ 81,649.71	-	\$ 99,246.26
Senior Building Inspector	\$ 125,842.54	-	\$ 152,962.85
Senior Plan Check Engineer	\$ 145,330.00	-	\$ 176,636.37
Senior Public Works Inspector	\$ 125,843.35	-	\$ 152,962.85
Sr Code Enforcement Officer	\$ 111,800.67	-	\$ 135,882.76
Sr. Public Services Assistant	\$ 82,795.40	-	\$ 100,638.28

Appendix A2– SALARY SCHEDULE			
4% Salary Increase			
Effective first full pay period in July, 2024			
Job Classification	Annual Salary		
Accountant	\$ 107,759.44	-	\$ 130,962.85
Accounting Technician I	\$ 70,178.58	-	\$ 85,303.22
Accounting Technician II	\$ 77,196.04	-	\$ 93,832.22
Assistant Engineer	\$ 116,755.54	-	\$ 141,918.19
Assistant Planner	\$ 111,953.21	-	\$ 136,061.02
Associate Civil Engineer	\$ 134,268.27	-	\$ 163,205.67
Associate Planner	\$ 128,725.78	-	\$ 156,472.52
Building Permit Technician	\$ 85,491.07	-	\$ 103,918.59
Building/NP Inspector	\$ 113,313.46	-	\$ 137,733.13
Case Manager	\$ 76,600.43	-	\$ 95,595.72
Code Enforcement Officer	\$ 99,078.02	-	\$ 120,451.84
Community Service Officer	\$ 94,795.66	-	\$ 115,225.44
Electrical/Building Inspector	\$ 118,979.96	-	\$ 144,620.11
Engineering Aide	\$ 92,850.49	-	\$ 112,859.57
Engineering Permit Technician	\$ 83,581.61	-	\$ 101,593.22
Environmental Inspector	\$ 118,979.96	-	\$ 144,620.11
GIS Technician	\$ 116,755.54	-	\$ 141,918.75
I T Technician	\$ 92,895.21	-	\$ 112,913.57
Junior Engineer	\$ 106,140.76	-	\$ 129,015.15
Junior Planner	\$ 96,099.10	-	\$ 116,809.25
Marketing Coordinator	\$ 90,205.66	-	\$ 109,645.27
Office Assistant I	\$ 61,026.97	-	\$ 74,177.75
Office Assistant II	\$ 67,126.54	-	\$ 81,591.73
Office Specialist	\$ 77,195.20	-	\$ 93,832.22
Payroll Specialist	\$ 82,446.34	-	\$ 100,212.73
Plan Check Engineer	\$ 137,403.26	-	\$ 167,100.23
Plan Checker	\$ 117,165.83	-	\$ 142,424.94
Planning Technician	\$ 85,491.07	-	\$ 103,918.59
Program Coordinator	\$ 84,124.36	-	\$ 110,732.74
Public Services Assistant I	\$ 70,178.58	-	\$ 85,303.22
Public Services Assistant II	\$ 77,196.04	-	\$ 93,832.22
Public Works Inspector	\$ 113,313.46	-	\$ 137,733.13
Recreation Svcs Assistant I	\$ 39,668.05	-	\$ 48,217.58
Recreation Svcs Assistant II	\$ 47,098.62	-	\$ 57,253.05
Recreation Svcs Assistant III	\$ 54,138.86	-	\$ 65,805.67
Recreation Svcs Assistant IV	\$ 63,519.38	-	\$ 77,207.57
Senior Accounting Technician	\$ 84,915.70	-	\$ 103,216.11
Senior Building Inspector	\$ 130,876.24	-	\$ 159,081.36
Senior Plan Check Engineer	\$ 151,143.20	-	\$ 183,701.82
Senior Public Works Inspector	\$ 130,877.08	-	\$ 159,081.36
Sr Code Enforcement Officer	\$ 116,272.69	-	\$ 141,318.07
Sr. Public Services Assistant	\$ 86,107.21	-	\$ 104,663.81



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Superseding Resolution No. 9286 to correct the Conditions of Approval for a previously approved Site Development Permit and PUD Amendment Permit to Develop a New One-and-a-Half Story Single-Family Residence and to Deviate from the Approved Designs, on a Vacant 1.1-acre Lot Located in the R1-H Single-Family Residential Zoning District with a Hillside Combining District at 1321 Terra Vista Court (Staff Contact: Jay Lee, Planning Director, 408-586-3077)
Category:	Consent Calendar-Community Development
Meeting Date:	2/20/2024
Recommendation:	Consider the exemption in accordance with CEQA and adopt a resolution superseding resolution No.9286 approving the corrected conditions of approval for Site Development Permit No. SD22-0013 and Planned Unit Development Amendment No. PA23-0001 to allow the development of a new single-family residence at 1321 Terra Vista Court, subject to the attached Conditions of Approval.

BACKGROUND:

On November 17, 1992, the City Council approved Planned Unit Development (PUD) No. 68 (Countryside Estates) to allow the construction of six hillside residential home sites on a 24.5-acre parcel. Each home site would be reviewed separately under the provisions of an "S" Zone Application or Site Development Permit and subject to a precise building envelope established by the PUD. To date, two lots have been approved for development.

On December 16, 2022, Eugene H. Sakai, of Studio S Square Architecture, Inc. submitted a Site Development Permit and PUD amendment Permit application to develop a new 4,929-square foot, one-and-a-half story single-family residence on a vacant 1.1-acre lot (Lot 4 of the Countryside Estates subdivision) located at 1321 Terra Vista Court. The zoning designation for this property is Single-Family Residential (R1) with a Hillside (H) Combining District. Per Milpitas Municipal Code (MMC) Section XI-10-45.09-2, no building permit shall be issued for the construction or expansion of a single-family structure in the Hillside (H) Combining District until such structure has received a site and architectural review approval by the Planning Commission (PC) and City Council (CC). On October 25, 2023, the PC held a duly noticed public hearing on this item and voted to unanimously approve the proposed project and also recommend approval by the City Council (6-0). A copy of PC Resolution No. 23-015 is attached to this report.

On December 5, 2023. The Milpitas City Council voted (5-0) to approve the Site Development Permit and PUD Amendment Permit to Develop a New One-and-a-Half Story Single-Family Residence and to Deviate from the Approved Designs, on a Vacant 1.1-acre Lot Located in the R1-H Single-Family Residential Zoning District with a Hillside Combining District at 1321 Terra Vista Court.

ANALYSIS:

The planning staff recommends that the City Council review and approve a superseding resolution to correct the record regarding the previously approved conditions of approval for Resolution No.9286. No substantive changes are proposed; a correction to ensure the record reflects the correct project-related conditions of approval is attached to the adopted resolution.

This would allow the development of a single-family residence, attached garage, and associated improvements on a vacant lot located at 1321 Terra Vista Court. The project site is located on the northeastern edge of the City of Milpitas, adjacent to properties with the same single-family hillside zoning designation.

The applicants have been consulted on the adoption of this ordinance and have waived their right to a public hearing. The waiver is attached.

POLICY ALTERNATIVE(S):

Alternative 1: Deny a resolution superseding Resolution No. 9286 to correct the conditions of approval for a previously approved Site Development Permit and PUD Amendment Permit.

Pros: None.

Cons: The project would be subject to incorrect conditions of approval.

Reason for Not Recommending: The project was previously approved by the City Council and should be subject to appropriate conditions of approval to ensure compliance with all regulations and minimize impacts to the community.

FISCAL IMPACT:

None

California Environmental Quality Act (CEQA):

None

RECOMMENDATION:

Adopt a resolution superseding resolution No.9286 approving corrected conditions of approval for a Site Development Permit No. SD22-0013 and PUD Amendment Permit No. PA23-0001 to allow the development of a new single-family residence at 1321 Terra Vista Court, subject to the attached Conditions of Approval.

Attachments:

- (a) Superseding City Council Resolution No.9286
- (b) City Council Reso No.9286 Final
- (c) Planning Commission Staff Report dated October 25, 2023
- (d) Planning Commission Resolution No. 23-015
- (e) Project Plans
- (f) Story Pole Installation
- (g) Waiver of Public Hearing

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS SUPERSEDING RESOLUTION NO. 9286 APPROVING SITE DEVELOPMENT PERMIT NO. SD22-0013 AND PLANNED UNIT DEVELOPMENT AMENDMENT PA23-0001 TO DEVELOP A NEW HILLSIDE HOME LOCATED ON A VACANT 1.1-ACRE SITE AT 1321 TERRA VISTA CT (APN: 029-07-012) AND MAKING CEQA FINDINGS OF EXEMPTION

WHEREAS, on December 16, 2022, an application was submitted by Eugene H. Sakai, of Studio S Square Architecture, Inc. (“Applicant”), for a development proposal to allow the development of a 4,929 square-foot, one and a half-story single-family residence (“Project”) on a vacant 1.1-acre site within Planned Unit Development No. 68 at 1321 Terra Vista Ct (APN: 029-07-012). The Project site is zoned Single Family Residential - Hillside; and

WHEREAS, Planned Unit Development Amendment Permit No. PA23-0001 is also required to allow for a change in the exterior finishes within this project and associated Planned Unit Development Area, known as PUD 68; and

WHEREAS, the Planning Division completed an environmental assessment for the Project in accordance with the California Environmental Quality Act (CEQA), which assessment determined that the Project is exempt from CEQA review pursuant to Section 15303 (New Construction and Conversion of Small Structures) of the CEQA Guidelines and, as a separate and independent basis, pursuant to Section 15183 of the CEQA Guidelines; and

WHEREAS, on October 25, 2023, 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 (7-0) recommended approval of the Project to the City Council subject to Conditions of Approval per Planning Commission Resolution No. 23-015; and

WHEREAS, on December 5, 2023, the City of Milpitas City Council unanimously (5-0) approved of the Project subject to incorrect Conditions of Approval; and

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

SECTION 1: Recitals

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

SECTION 2: California Environmental Quality Act (CEQA) Findings

The project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15303(a) for “New Construction or Conversion of Small Structures including one single-family residence, or a second dwelling unit in a residential zone,” because it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. The Project’s proposed new construction of a single-family residence and its accessory structures are within a residentially zoned area on a legal parcel and none of the exceptions, as specified in Section 15300.2 of the CEQA Guidelines that would preclude applicability of this exemption are present. As a separate and independent basis, the Project is exempt from Section 15183 of the CEQA Guidelines as a project consistent with a community plan, general plan or zoning in that it is consistent with the development density established in the Milpitas General Plan and the applicable zoning and there are no project-specific significant effects which are peculiar to this project or its site.

SECTION 3: Site Development Permit 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. SD22-0013:

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

The architectural design and site planning of the proposed home is aesthetically compatible with the neighboring homes with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is sited in a manner as to not draw attention when viewed from the valley floor.

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

The proposed home meets the development standards in the Single-Family Hillside Zoning district and Countryside Estates PUD 68 for setbacks, height requirements, and landscaping and is requesting an amendment to PUD 68 for parking, total allowed square footage and exterior finishes. As demonstrated in Table 1 below.

Table 1: Summary of Development Standards

Standards	Hillside & PUD 68 Requirements	Proposed	Complies
Front Setback	25 ft. minimum when avg. slope is <16%. Otherwise, 40 ft. minimum	55 ft. and 7 inches from the property line	Yes
Side Yard Setback	40 ft. minimum	44 ft. and 11 in. on south; 50 ft. and 8.5 in. on north.	Yes
Rear	40 ft. minimum	127 ft. and 7.5 inches	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres)	4,929 sq. ft.	Yes
Impervious Surfaces	8,000 sq. ft. maximum (lots < 3 acres)	7,339 sq. ft.	Yes
Building Height (Maximum)	17 ft. west of crestline; 27 ft. east of crestline / 1 ½ stories	1 ½ story or 26 feet and 10.5 inches	Yes
Parking	Four spaces required	Six spaces (three inside garage & three outside)	Yes
Crestline Zone of Protection	Within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line	Within 300 ft east of the crestline, not visible from the three closest viewpoints nor does the height of the structure extend into the crestline site line	Yes

Due to the subject property's location, the project is also required to comply with the development standards in the City's Hillside Combining District. Per MMC Section XI-10-45.09-7 of the Zoning Ordinance, the Planning Commission and City Council shall consider the following guidelines in its review. Staff has determined the Project to be consistent with the Hillside Architectural Guidelines as demonstrated in Table 2 below.

Table 2: Hillside Zoning Ordinance Compliance

Site and Architectural Guidelines 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 lots, will avoid unreasonable interference with views and privacy.</i>	Consistent. Due to the proposed location and minimal scale of the home relative to the maximum allowable size outlined in Table 3, the development will not substantially interfere with views and privacy to adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 26-feet and 10.5 inches, and substantially setback from adjacent property lines to the north and south, which minimizes interference with views and privacy. Additionally, the lot to the west is dedicated as Common Area only and will not be developed with future residential uses.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	Consistent. The project site is currently vacant and undeveloped and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut to 3,005 cubic yards and fill to 435 cubic yards, with a net export of 2,570 cubic yards. Minimal landscaping is also proposed, including 22 mid-size trees and various flowering plants, ground cover, succulents and shrubs.
<i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i>	Consistent. The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the perception of bulk within the one-and-a-half-story residence. The footprint of the proposed home is also angled in its orientation to the front property line, thus minimizing the perception of excessive bulk. Furthermore, as described and shown in Table 3, the proposed main residence is proposed to be sized in scale closer to immediate neighbors' proposed residences built on lots less than 3.0-acres in size. The overall building footprint of the main residence on the 1.1-acre lot is consolidated, and the remaining portions of the lot will also remain undeveloped, and no accessory structures are proposed.
<i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair</i>	Consistent. The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and meets or exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has a combination of mansard-style and minimally pitched

Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
<i>the ability of adjacent properties to utilize solar energy.</i>	roof systems that could be used to utilize future solar energy. With regards to adjacent properties, the lot to the west is reserved as Common Area and the residences to the east are located greater than 429 feet away. As such, the proposed main residence will not cause an impairment to the adjacent properties access to light and air.
<i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	Consistent. The proposed location of the main dwelling is where the existing lot is most flat, and grading is limited to 3,005 cubic yards of necessary cut to accommodate the one-and-a-half story dwelling and modest pool and 435 cubic yards of the grading will be repurposed as fill.

Site & Architectural Design

The project is designed in a modern Chateau style, which adds to the diversity of the neighborhood. The exterior materials are composed of painted stucco, high quality stone veneer and a standing seam metal roof, with metal and stain grade wood accents. The articulation of the architectural forms blending with a variety of finishes creates an attractive front elevation, along with an integrated curved driveway pattern that enhances the house and the neighborhood. All exterior materials and finishes work together as a palette of earth tone colors creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences and within an earth tone range.

Grading and Landscaping

Due to the sloped lot and vehicular access requirements, the applicant has requested that the site be graded in order to make the site feasible for residential development. In an effort to limit the amount of ground to be removed, the applicant has proposed a site plan which locates the proposed home on the flattest portion of the site. Given the steep slope of the lot, grading was required to accommodate a two-story home with rear yard access. In order to minimize grading, the rear yard entry is located on the second floor, which requires considerably less grading than having the exit on the first floor. However, due to the property slope and proximity to the crestline, the project will result in 3,005 cubic yards of cut and 435 cubic yards of fill for the construction of a new home and the required grade at the driveway for firetruck access. 435 cubic yards of cut will be repurposed, resulting in a net export of 2,570 cubic yards. Furthermore, no grading is proposed in the crestline zone of protection, and grading is limited to the near footprint of the home and rear patio area. The proposed landscape plan includes a variety of flowers, shrubs, succulents, and trees. As demonstrated in Attachment B (Project Plans), these plans are consistent with the grading/landscaping requirements within the Hillside Ordinance.

Crestline Zone of Protection

In an effort to protect the quality of views of the hills from the valley floor, development standards related to crestlines have been incorporated into the Zoning Code. Per MMC Section XI-10-45.06, the purpose of the crestline zone of protection is to preserve the natural quality of the crestline and the slopes immediately below, when viewed from the valley floor. In addition, Section 45.06-2 states that, in the area within three hundred (300) feet easterly of the crestline site line. An exhibit was given to the applicant demonstrating the location of prominent crestlines identified by the City. To demonstrate compliance with the crestline zone of protection and site line, which is located within the rear half of the existing lot, the applicant installed “story poles” along the minimum setback line and took pictures from areas recognized by the City as vantage points and required by the Hillside Ordinance Section XI-45-.06-3.

Specifically, designated viewpoints VP2, VP3, and VP4 were included within this analysis. As demonstrated in Attachment C and plan Sheet A0.5, although cross section #3 for VP4 would intrude into the site line, the story pole tests confirm the project will not be visible from the valley floor, and therefore, is compliant with the Crestline Zone of Protection.

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

The project is consistent with the Milpitas General Plan, and particularly with Policy CD 7- 5, which states to limit new development in the Hillside Area to only to Very Low Density Residential, open space and park uses. The project meets this finding, as the site is a part of an approved Planned Unit Development, which subdivided lots planned for clustered housing. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor. As outlined in Table 3 below.

Table 3: General Plan Consistency

Policy	Conformance
<i>CD 7-1 Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	Consistent. The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints as the project site is located over 100 feet west of the crestline. Project Plan sheets A0.4 and A0.5 illustrate how the proposed residence will not obstruct panoramic public views from and of the hillsides.
<i>CD 7-2 Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	Consistent. The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut and fill to 3,005 cubic yards and fill to 435 cubic yards for both construction phases. The total earthwork exported will be 2,570 cubic yards to accommodate the home's footprint and meet the grade requirements to not be visible from the valley floor.
<i>CD 7-3 Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	Consistent. Minimal contour grading will be required for the construction of the new residence due to its siting on the flattest areas of the lot. All new contours will be designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
<i>CD 7-4 Avoid mass graded pads within hillside areas. Smaller steps or grade changes should be used over single, large, slope banks to the greatest extent feasible.</i>	Consistent. The building pad is proposed at the flattest portion of the lot and will only necessitate minimal grading, including equal cut and fill. Grading has been minimized as much as feasibly possible in the Project, in that the site follows the site's natural contours in an effort to preserve the natural terrain quality.
<i>CD 7-5 Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	Consistent. No changes are proposed to the existing land use and zoning designation, as the subject site is to be used as a single-family residence.

As described above, the Project is compatible and consistent with the surrounding uses and has been found to conform to the intent of the Milpitas 2040 General Plan designation. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

SECTION 4: *Planned Unit Development (Section XI-10-54.07(B)(6)(a-c)) – The Planning Commission makes the following standard requirements based on the evidence in the public record in support of the Planned Unit Development Amendment. PA21-0002:*

1. *The proposed development will result in an intensity of land utilization no higher than and standards of open spaces at least as high as permitted or specified otherwise for such development in the General Plan, Zoning Ordinance and Subdivision ordinance.*

The permit amendment, along with the project, will result in an intensity no higher than and standards of open space at least as high as permitted, in that the PUD requirements mirror the Hillside combining zoning requirements, in regard to land utilization, planting, irrigation, and open space. This standard has been met.

2. *The development will not create traffic congestion pursuant to the California Environment Quality Act (CEQA). However, if traffic congestion is created by the proposed development, the traffic impacts will be mitigated by traffic improvements proposed by the developer or by funding capital projects and by on-site provisions for traffic circulation and parking or, if it cannot be mitigated, the Planning Commission and City Council shall issue any necessary findings pursuant to CEQA.*

The project associated with the PUD permit amendment, will not create traffic congestion that will significantly and negatively affect existing traffic operations. This standard has been met.

3. *For residential development in the Valley Floor Planning Area, as defined in the Milpitas General Plan Land Use Element, the maximum dwelling unit density per gross acre shall be the upper limit of the corresponding General Plan density range within each zoning designation. In the case of the Valley Floor Planning Area residential developments proposed on land zoned "R3" (Multiple Family Residential) an overall density of up to forty (40) units per gross acre can be approved if the following criteria are found by the City Council to be met*

The proposed the PUD permit amendment shall not have any effect on residential development density. This standard has been met.

Furthermore, in order to grant a Planned Unit Development amendment, the following findings are hereby made pursuant to Milpitas Municipal Code Section XI-10-54.07(B)(6)(d):

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

The amendment, along with the project, will result in a public benefit by conforming the PUD to current development standards and allow flexibility for a smaller garage, more square footage for the residential structure and changes to the exterior, without being detrimental to the light, air or privacy of any other structure or use currently existing or anticipated.

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

The amendment, along with the project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 2 above.

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

The architectural design and site planning of the proposed home are aesthetically compatible with the neighboring homes, with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors, creating harmony with the surroundings. The colors and materials of the proposed French chateau design are complementary to the neighboring residences. Additionally, the proposed home is on a 1.1-acre parcel sitting at a minimum of 40 feet set back from all property lines, with a minimum of 80 feet between the closest neighboring home, and therefore will not interfere with privacy.

SECTION 4: City Council Approval

Based on the foregoing, the City Council hereby approves Site Development Permit No. SD22-0013 to allow the development of a new single-family residence in the R1-H Single-family Residential Zoning District with an H Hillside Combining District located at 1321 Terra Vista Ct, based on the above findings and subject to the Conditions of Approval attached hereto as **Exhibit 1** and incorporated herein.

PASSED AND ADOPTED this ____ day of _____, 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

**CONDITIONS OF APPROVAL
1321 TERRA VISTA CT
SITE DEVELOPMENT PERMIT NO. P-SD22-0013 AND
PLANNED UNIT DEVELOPMENT AMENDMENT PA23-0001 (APN 029-07-012)**

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. SD22-0013 and Planned Unit Development Amendment PA23-0001 (“Permit”) shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed and this Resolution has been recorded by the Permittee with the Santa Clara County’s Recorder Office. **(P)**
2. Modifications to project. Any deviation from the approved site plan, floor plans, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or designee. If the Planning Director or designee determines that the deviation is significant, the Permittee shall be required to apply for review and obtain approval of the Planning Commission, in accordance with the Zoning Ordinance. **(P)**
3. Effective Date. Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the decision-making body approved this Permit. **(P)**
4. Acceptance of Permit. Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
 - a. Acceptance of this Permit by Permittee; and
 - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
5. Permit Expiration. Pursuant to Section XI-10-64.06 of the Milpitas Zoning Code, this Permit shall become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Zoning Code, an activity permitted by this Permit shall be deemed to have commenced when the project:
 - a. Completes a foundation associated with the project; or
 - b. Dedicates any land or easement as required from the zoning action; or
 - c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.

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 submittals 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 Resolution. **(P)**
10. Conditions. Each and every condition set forth in this Exhibit shall apply to the project and continue to apply to the project so long as the Permittee is operating the project under the permits and approvals in this Resolution. **(P)**
11. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. **(CA/P)**
12. Previous Approvals. Permittee shall abide and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit. **(P)**
13. Indemnification. To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the project, including but not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use, or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. **(CA)**
14. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Zoning Code. **(P)**
15. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable.

16. Permittee shall develop the approved project in conformance with the approved plans approved by the Planning Commission on October 25, 2023, in accordance with these Conditions of Approval. **(P)**
Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, Permittee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**
17. Response to Conditions of Approval. Permittee shall provide a written response to comments upon submittal for building permit application. The responses should clearly indicate how each condition of approval has been addressed in the plans and shall note the appropriate plan sheet. **(P)**
18. Prior to the issuance of a building permit, the owner or designee shall include within the four first pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the project. **(P)**
19. Streets shall be designed to generally follow the contours and land form in order to minimize cut and fill. Exposed walls and facing roadways and retaining walls shall be no greater than six feet in height. Crib walls fencing roadways shall be no greater than 15 feet in height. **(P)**
20. Landscaping coverage and stabilization of graded slopes shall be selected and designed to be compatible with surrounding natural vegetation or to replace removed natural vegetation and should recognize climatic, soil, and ecologic characteristic of the region. Plan materials that require excessive water after becoming established should be avoided. **(P)**
21. Trees which have a six inch or greater diameter trunk size at a point three feet above grade may not be removed without obtaining prior approval from the City. The location of all such trees shall be shown on all plans submitted for approval. The Planning Commission, upon review of an "S" Zone application approval, shall have the power to authorize removal, relocation or replacement if the Permittee can show that such requirement is unreasonable as applied to the particular property. If the removal is permitted, the replacement of any trees removed pursuant to this section shall be at a five to one (5:1) ratio. **(P)**
22. The proposed home is located east of the Crestline and is subject to a maximum height of 1.5 stories or 26 feet. **(P)**
23. Within six months, or such other period established by the Planning Commission, after the commencement of grading activities, all graded areas not covered by an impervious surface shall be stabilized in such manner as shall be approved by the Community Development Manager. **(P)**
24. Where two cut-or-fill slopes intersect, the intersection shall be horizontally rounded and blended. **(P)**
25. Where any cut-or-fill slopes intersect the natural grade, the intersection of each slope shall be vertically and/or horizontally rounded and blended. **(P)**
26. Fees: Upon reviewing Exhibit B from the Subdivision Improvement Agreement, it appears that a number of fees were deferred to be paid before building permit issuance. Those fees are listed here:
 - a. Prior to the final (occupancy) of each building, a cash fee (\$1333.00/per dwelling unit) to cover the development pf park and recreations areas shall be collected by the City for the granting of the PUD.

27. Prior to Building Permit Issuance, the applicant must demonstrate proof in accordance with “Special Conditions – P.U.D. No. 68 and Vesting Tentative Map “Countryside Estates,” that the development at “ADDRESS OF DEVELOPMENT” will be serviced by a fire hydrant that meets the minimum water demand of 1,500 hydrant fire flow to the satisfaction of the Deputy Fire Chief, or his designee. (P)

Fire Department

23. The project/development shall comply with the requirements of the Fire Department and the California Fire Code, as outlined, as may be amended by the City of Milpitas. Changes to the site plan and/or internal circulation shall be reviewed and approved by the Fire Department. (F)
24. 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 102.10
25. Fire Department Access. Sheets A-1.0C shows an acceptable Fire Dept. apparatus access. Fire apparatus access roads shall be provided for every building hereafter constructed when any portion of an exterior wall of the first story is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building. Fire apparatus access shall meet the following:
- a. Fire apparatus access shall extend to within 150 feet of all portions of exterior walls of the building/structure per the California Fire Code Section 503.1.
 - b. The private road shall be designed for fire apparatus access. Fire Access Dimensions, fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096mm). CFC Section 503.2.1
Exception:
Milpitas Municipal Code XI-10-45.11
45.11-1 Privately owned and maintained access from the public road to each single-family dwelling shall be a minimum of fourteen (14) feet in width. Turning radius shall be designed to meet the Fire Department’s requirements.

45.11-2 Turnout space shall be provided on driveways over one hundred fifty (150) feet in length with a maximum spacing of one hundred fifty (150) feet if driveway is less than eighteen (18) feet wide.

45.11-3 Turnaround. All dwelling units shall provide an on-site area for vehicles to turn around if served by a driveway over one hundred fifty (150) feet in length to meet Fire Department’s requirements.

45.11-4 Vertical Clearance. All privately owned and maintained roads and drives shall assure a minimum fourteen (14) foot vertical clearance.
 - c. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather capabilities. Bearing capacity for the driveway and the entry drive court shall be designed to provide a minimum of 60,000 lbs. bearing capacity for the fire apparatus. CFC Section 503.2.3
 - d. When there is a dead-end condition, means for fire apparatus turn-around shall be provided as per the CA Fire Code Section 503.2.5. The Fire Department reserves the right to request site design changes as needed to meet the requirements of the CFC, and/or make the request for additional fire protection measures in conformance with the CFC Section 102.9.

- e. The grade (maximum 10%) of the fire apparatus access road shall be within the limits established by the fire code official based on the fire department's apparatus. CFC Section 503.2.7.
- f. Electric gates. Where provided, gates shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200. CA Fire Code Section 503.5
Electric gates shall also be provided with a Milpitas Fire Department approved "Knox" electronic switch in addition to the keypad. CA Fire Code Section 102.9

26. Premises identification. New and existing buildings shall have approved address numbers. Address numbers shall be illuminated and located where they are clearly visible from the street. CFC Section 505.
27. Water supply requirements. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 meters) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official. CFC Section 507.5.1

Exception: For Group R-3 and Group U occupancies, equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, the distance requirement shall be not more than 600 feet.

28. Sprinkler system supervision and alarms, and monitoring. It is recommended that due to the location of the home (hillside) the automatic fire sprinkler system for this home be a system that has supervision and alarm, and monitoring system in conformance to the CA Fire Code Section 903.4.

Building Department

29. Compliance with Building Code of Regulations. The Project shall comply with the requirements of the Building Safety and Housing Department and the California Code of Regulations Title 24 and the Milpitas Municipal Code as adopted by the City. Building permits shall be submitted to and approved by the Building Safety and Housing Department prior to start of construction. All California Code of Regulations Title 24 and Milpitas Municipal Code requirements applicable at the time of building permit application must be met in advance of any building permit approvals or related construction. Changes to the site plan and/or building plan require review and approval by the Building Safety and Housing Department. **(B)**

Engineering Department

PRIOR TO CONSTRUCTION PLAN SUBMITTALS

*The following conditions shall be met **prior to** any detailed construction plan check submittals (Building or Engineering, except demolition and rough grade plans), unless otherwise approved by the Director of Engineering/City Engineer. City reserves the right to reject any plan check submittal if any of the following conditions are not met. **(E)***

12. Modifications: The Site Development Plan dated September 1, 2023 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.

13. Stormwater Control Plan: Permittee shall submit City approved final Stormwater Control Plan (SWCP) that complies with the latest Municipal Regional Stormwater NPDES Permit, including Low Impact Development (LID) Section C3.c.i.(2)(b) measures for harvesting and reuse, infiltration, or evapo-transpiration, for City's review and approval by the Engineering Department.
14. 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.
15. Project Job Account/Fee Deposit: Permittee shall open a new PJ account as a deposit to cover the costs for Engineering Department's services for review and inspection of the project. The amount shall be determined based on the approved City fee schedule at the time of application submittal.

PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE

*The following conditions shall be addressed as part of the off-site improvement plan review and shall be met **prior to** encroachment permit issuance, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

16. Public Improvement Design Standards: All public improvements shall be designed and constructed in accordance with all applicable public improvement design standards, including but not limited to:
 - a. Milpitas Design Guidelines: (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/>);
 - b. Standard details and specifications: (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications/>);
 - c. Americans with Disabilities Act (ADA) requirements, where applicable.
17. Sanitary Sewer Calculations: Permittee shall submit a completed "Sewer Needs Questionnaire" form and sanitary sewer calculations to justify lateral size design, allocation of discharge for each of the lateral, and impact to the existing main. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.
18. Storm Drain Design: Permittee shall submit storm drain hydrology and hydraulic calculations based upon a 10-year storm event to justify the size of the storm drain lateral flowing full, without surcharging the main line pipe, and to be reviewed and approved by the Engineering Department.
19. Domestic Water and Fire Service Calculations: Permittee shall submit potable water and fire service calculations to confirm adequacy of lateral size, pressure and flow, to be reviewed and approved by the Engineering Department and Fire Department. Hydraulic modeling analysis by the City and paid by the Permittee may be required as needed. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.
20. Specific Improvements: In addition to standard public improvements required under Milpitas Municipal Code (MMC) Title XI, Chapter 1, Section 7, Permittee shall install other specific improvements listed below including incidental improvements as required by the City as part of the encroachment permit.

21. Relocation and Adjustment of Existing Public Utilities: Permittee shall relocate and/or adjust existing public utilities as needed that are in conflict with the proposed improvements.
22. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.
23. Encroachment Permit: Prior to any work in the public right-of-way and/or public easement, obtain an encroachment permit with insurance requirements for all public improvements including a traffic control plan per the latest California Manual on Uniform Traffic Control Devices (MUTCD) standards to be reviewed and approved by the Engineering Department.

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)*

24. Water Supply and Force Majeure: The City reserves the right to suspend the issuance of building permits in case of an emergency declaration of water supply in the case of a major catastrophic event that restricts City's assurance to provide water supply.
25. 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.
26. Private utilities shall run within their recorded easements.
27. Fees: Upon reviewing Exhibit B from the Subdivision Improvement Agreement, it appears that a number of fees were deferred to be paid before building permit issuance. Those fees are listed here, as well as additional fees that may apply:

Exhibit B fees:

- a. Hillside water reimbursement fee: \$8,550
- b. Treatment Plant Fee: \$880 per dwelling
- c. Cost of meter purchases: these were listed in Exhibit B, but the City no longer collects those. Instead we have the customer order the meters through our supplier and pay the supplier directly.

Other Fees

- d. Sewer connection fee: \$1,908 single family parcel (separate from Treatment Plant fee)

28. Mailboxes: The Permittee shall coordinate with US Postal Services regarding placement of required mailboxes. Mailbox location shall not be on public street frontages and shall be approved by City and US Postal Services prior to building permit issuance. Mailbox locations shall be shown on the improvement plans and Permittee shall submit a letter to the City's Land Development Engineering Section from the Postmaster approving the location of the mailbox. Structures to protect mailboxes may require Building, Engineering and Planning Department review.

DURING CONSTRUCTION

*The following conditions shall be complied with at all times **during** the construction phase of the project, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

29. Dewatering: If dewatering is needed during construction, Permittee shall obtain a Short-Term Industrial Wastewater Permit from the San Jose/Santa Clara Water Pollution Control Plant for discharging the groundwater to a sanitary sewer system.
30. 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.
31. 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.
32. Water Shut-down Plan: Permittee shall provide a water shut-down plan at least seven days in advance of the shut-down in coordination with the Engineering Inspector and notify affected property owners/tenants when cut-in tee(s) is/are required.

PRIOR TO FIRST OCCUPANCY

*The following conditions shall be met **prior to** first building occupancy on either lot, unless otherwise approved the Director of Engineering/City Engineer.*

33. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.
34. Record Drawings: Permittee shall submit record drawings in Full size hard copy, AutoCAD, Tiff, and PDF formats for City records. Record drawings shall include all public improvements. Additionally, if the project uses recycled water, the permittee shall also submit record drawings of on-site irrigation facilities.
35. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit.

(P) = Planning
(B) = Building
(E) = Engineering
(F) = Fire Prevention
(CA) = City Attorney

NOTICE OF RIGHT TO PROTEST

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

AGREEMENT

Permittee/Property Owner

The undersigned agrees to each and every condition of approval and acknowledges the NOTICE OF RIGHT TO PROTEST and hereby agrees to use the project property on the terms and conditions set forth in this Permit.

Dated: _____

Signature of Permittee

RESOLUTION NO. 9286

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING SITE DEVELOPMENT PERMIT NO. SD22-0013 AND PLANNED UNIT DEVELOPMENT AMENDMENT PA23-0001 TO DEVELOP A NEW HILLSIDE HOME LOCATED ON A VACANT 1.1-ACRE SITE AT 1321 TERRA VISTA CT (APN: 029-07-012) AND MAKING CEQA FINDINGS OF EXEMPTION

WHEREAS, on December 16, 2022, an application was submitted by Eugene H. Sakai, of Studio S Square Architecture, Inc. (“Applicant”), for a development proposal to allow the development of a 4,929 square-foot, one and a half-story single-family residence (“Project”) on a vacant 1.1-acre site within Planned Unit Development No. 68 at 1321 Terra Vista Ct (APN: 029-07-012). The Project site is zoned Single Family Residential - Hillside; and

WHEREAS, Planned Unit Development Amendment Permit No. PA23-0001 is also required to allow for a change in the exterior finishes within this project and associated Planned Unit Development Area, known as PUD 68; and

WHEREAS, the Planning Division completed an environmental assessment for the Project in accordance with the California Environmental Quality Act (CEQA), which assessment determined that the Project is exempt from CEQA review pursuant to Section 15303 (New Construction and Conversion of Small Structures) of the CEQA Guidelines and, as a separate and independent basis, pursuant to Section 15183 of the CEQA Guidelines; and

WHEREAS, on October 25, 2023, 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 (7-0) recommended approval of the Project to the City Council subject to Conditions of Approval per Planning Commission Resolution No. 23-015; and

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

SECTION 1: Recitals

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

SECTION 2: California Environmental Quality Act (CEQA) Findings

The project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15303(a) for “New Construction or Conversion of Small Structures including one single-family residence, or a second dwelling unit in a residential zone,” because it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. The Project’s proposed new construction of a single-family residence and its accessory structures are within a residentially zoned area on a legal parcel and none of the exceptions, as specified in Section 15300.2 of the CEQA Guidelines that would preclude applicability of this exemption are present. As a separate and independent basis, the Project is exempt from Section 15183 of the CEQA Guidelines as a project consistent with a community plan, general plan or zoning in that it is consistent with the development density established in the Milpitas General Plan and the applicable zoning and there are no project-specific significant effects which are peculiar to this project or its site.

SECTION 3: Site Development Permit 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. SD22-0013:

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

The architectural design and site planning of the proposed home is aesthetically compatible with the neighboring homes with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is sited in a manner as to not draw attention when viewed from the valley floor.

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

The proposed home meets the development standards in the Single-Family Hillside Zoning district and Countryside Estates PUD 68 for setbacks, height requirements, and landscaping and is requesting an amendment to PUD 68 for parking, total allowed square footage and exterior finishes. As demonstrated in Table 1 below.

Table 1: Summary of Development Standards

Standards	Hillside & PUD 68 Requirements	Proposed	Complies
Front Setback	25 ft. minimum when avg. slope is <16%. Otherwise, 40 ft. minimum	55 ft. and 7 inches from the property line	Yes
Side Yard Setback	40 ft. minimum	44 ft. and 11 in. on south; 50 ft. and 8.5 in. on north.	Yes
Rear	40 ft. minimum	127 ft. and 7.5 inches	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres)	4,929 sq. ft.	Yes
Impervious Surfaces	8,000 sq. ft. maximum (lots < 3 acres)	7,339 sq. ft.	Yes
Building Height (Maximum)	17 ft. west of crestline; 27 ft. east of crestline / 1 ½ stories	1 ½ story or 26 feet and 10.5 inches	Yes
Parking	Four spaces required	Six spaces (three inside garage & three outside)	Yes
Crestline Zone of Protection	Within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line	Within 300 ft east of the crestline, not visible from the three closest viewpoints nor does the height of the structure extend into the crestline site line	Yes

Due to the subject property's location, the project is also required to comply with the development standards in the City's Hillside Combining District. Per MMC Section XI-10-45.09-7 of the Zoning Ordinance, the Planning Commission and City Council shall consider the following guidelines in its review. Staff has determined the Project to be consistent with the Hillside Architectural Guidelines as demonstrated in Table 2 below.

Table 2: Hillside Zoning Ordinance Compliance

Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
<i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i>	Consistent. Due to the proposed location and minimal scale of the home relative to the maximum allowable size outlined in Table 3, the development will not substantially interfere with views and privacy to adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 26-feet and 10.5 inches, and substantially setback from adjacent property lines to the north and south, which minimizes interference with views and privacy. Additionally, the lot to the west is dedicated as Common Area only and will not be developed with future residential uses.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	Consistent. The project site is currently vacant and undeveloped and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut to 3,005 cubic yards and fill to 435 cubic yards, with a net export of 2,570 cubic yards. Minimal landscaping is also proposed, including 22 mid-size trees and various flowering plants, ground cover, succulents and shrubs.
<i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i>	Consistent. The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the perception of bulk within the one-and-a-half-story residence. The footprint of the proposed home is also angled in its orientation to the front property line, thus minimizing the perception of excessive bulk. Furthermore, as described and shown in Table 3, the proposed main residence is proposed to be sized in scale closer to immediate neighbors' proposed residences built on lots less than 3.0-acres in size. The overall building footprint of the main residence on the 1.1-acre lot is consolidated, and the remaining portions of the lot will also remain undeveloped, and no accessory structures are proposed.
<i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	Consistent. The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and meets or exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has a combination of mansard-style and minimally pitched roof systems that could be used to utilize future solar energy. With regards to adjacent properties, the lot to the west is reserved as Common Area and the residences to the east are located greater than 429 feet away. As such,

Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
	the proposed main residence will not cause an impairment to the adjacent properties access to light and air.
<i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	Consistent. The proposed location of the main dwelling is where the existing lot is most flat, and grading is limited to 3,005 cubic yards of necessary cut to accommodate the one-and-a-half story dwelling and modest pool and 435 cubic yards of the grading will be repurposed as fill.

Site & Architectural Design

The project is designed in a modern Chateau style, which adds to the diversity of the neighborhood. The exterior materials are composed of painted stucco, high quality stone veneer and a standing seam metal roof, with metal and stain grade wood accents. The articulation of the architectural forms blending with a variety of finishes creates an attractive front elevation, along with an integrated curved driveway pattern that enhances the house and the neighborhood. All exterior materials and finishes work together as a palette of earth tone colors creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences and within an earth tone range.

Grading and Landscaping

Due to the sloped lot and vehicular access requirements, the applicant has requested that the site be graded in order to make the site feasible for residential development. In an effort to limit the amount of ground to be removed, the applicant has proposed a site plan which locates the proposed home on the flattest portion of the site. Given the steep slope of the lot, grading was required to accommodate a two-story home with rear yard access. In order to minimize grading, the rear yard entry is located on the second floor, which requires considerably less grading than having the exit on the first floor. However, due to the property slope and proximity to the crestline, the project will result in 3,005 cubic yards of cut and 435 cubic yards of fill for the construction of a new home and the required grade at the driveway for firetruck access. 435 cubic yards of cut will be repurposed, resulting in a net export of 2,570 cubic yards. Furthermore, no grading is proposed in the crestline zone of protection, and grading is limited to the near footprint of the home and rear patio area. The proposed landscape plan includes a variety of flowers, shrubs, succulents, and trees. As demonstrated in Attachment B (Project Plans), these plans are consistent with the grading/landscaping requirements within the Hillside Ordinance.

Crestline Zone of Protection

In an effort to protect the quality of views of the hills from the valley floor, development standards related to crestlines have been incorporated into the Zoning Code. Per MMC Section XI-10-45.06, the purpose of the crestline zone of protection is to preserve the natural quality of the crestline and the slopes immediately below, when viewed from the valley floor. In addition, Section 45.06-2 states that, in the area within three hundred (300) feet easterly of the crestline site line. An exhibit was given to the applicant demonstrating the location of prominent crestlines identified by the City. To demonstrate compliance with the crestline zone of protection and site line, which is located within the rear half of the existing lot, the applicant installed “story poles” along the minimum setback line and took pictures from areas recognized by the City as vantage points and required by the Hillside Ordinance Section XI-45-.06-3. Specifically, designated viewpoints VP2, VP3, and VP4 were included within this analysis. As demonstrated in Attachment C and plan Sheet A0.5, although cross section #3 for VP4 would intrude into the site line, the story pole tests confirm the project will not be visible from the valley floor, and therefore, is compliant with the Crestline Zone of Protection.

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

The project is consistent with the Milpitas General Plan, and particularly with Policy CD 7- 5, which states to limit new development in the Hillside Area to only to Very Low Density Residential, open space and park uses. The project meets this finding, as the site is a part of an approved Planned Unit Development, which subdivided lots planned for clustered housing. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor. As outlined in Table 3 below.

Table 3: General Plan Consistency

Policy	Conformance
<i>CD 7-1 Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	Consistent. The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints as the project site is located over 100 feet west of the crestline. Project Plan sheets A0.4 and A0.5 illustrate how the proposed residence will not obstruct panoramic public views from and of the hillsides.
<i>CD 7-2 Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	Consistent. The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut and fill to 3,005 cubic yards and fill to 435 cubic yards for both construction phases. The total earthwork exported will be 2,570 cubic yards to accommodate the home's footprint and meet the grade requirements to not be visible from the valley floor.
<i>CD 7-3 Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	Consistent. Minimal contour grading will be required for the construction of the new residence due to its siting on the flattest areas of the lot. All new contours will be designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
<i>CD 7-4 Avoid mass graded pads within hillside areas. Smaller steps or grade changes should be used over single, large, slope banks to the greatest extent feasible.</i>	Consistent. The building pad is proposed at the flattest portion of the lot and will only necessitate minimal grading, including equal cut and fill. Grading has been minimized as much as feasibly possible in the Project, in that the site follows the site's natural contours in an effort to preserve the natural terrain quality.
<i>CD 7-5 Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	Consistent. No changes are proposed to the existing land use and zoning designation, as the subject site is to be used as a single-family residence.

As described above, the Project is compatible and consistent with the surrounding uses and has been found to conform to the intent of the Milpitas 2040 General Plan designation. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

SECTION 4: *Planned Unit Development (Section XI-10-54.07(B)(6)(a-c)) – The Planning Commission makes the following standard requirements based on the evidence in the public record in support of the Planned Unit Development Amendment. PA21-0002:*

1. *The proposed development will result in an intensity of land utilization no higher than and standards of open spaces at least as high as permitted or specified otherwise for such development in the General Plan, Zoning Ordinance and Subdivision ordinance.*

The permit amendment, along with the project, will result in an intensity no higher than and standards of open space at least as high as permitted, in that the PUD requirements mirror the Hillside combining zoning requirements, in regard to land utilization, planting, irrigation, and open space. This standard has been met.

2. *The development will not create traffic congestion pursuant to the California Environment Quality Act (CEQA). However, if traffic congestion is created by the proposed development, the traffic impacts will be mitigated by traffic improvements proposed by the developer or by funding capital projects and by on-site provisions for traffic circulation and parking or, if it cannot be mitigated, the Planning Commission and City Council shall issue any necessary findings pursuant to CEQA.*

The project associated with the PUD permit amendment, will not create traffic congestion that will significantly and negatively affect existing traffic operations. This standard has been met.

3. *For residential development in the Valley Floor Planning Area, as defined in the Milpitas General Plan Land Use Element, the maximum dwelling unit density per gross acre shall be the upper limit of the corresponding General Plan density range within each zoning designation. In the case of the Valley Floor Planning Area residential developments proposed on land zoned "R3" (Multiple Family Residential) an overall density of up to forty (40) units per gross acre can be approved if the following criteria are found by the City Council to be met*

The proposed the PUD permit amendment shall not have any effect on residential development density. This standard has been met.

Furthermore, in order to grant a Planned Unit Development amendment, the following findings are hereby made pursuant to Milpitas Municipal Code Section XI-10-54.07(B)(6)(d):

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

The amendment, along with the project, will result in a public benefit by conforming the PUD to current development standards and allow flexibility for a smaller garage, more square footage for the residential structure and changes to the exterior, without being detrimental to the light, air or privacy of any other structure or use currently existing or anticipated.

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

The amendment, along with the project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 2 above.

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

The architectural design and site planning of the proposed home are aesthetically compatible with the neighboring homes, with an emphasis of minimizing changes to the natural topography. The proposed

home incorporates earth tone colors, creating harmony with the surroundings. The colors and materials of the proposed French chateau design are complementary to the neighboring residences. Additionally, the proposed home is on a 1.1-acre parcel sitting at a minimum of 40 feet set back from all property lines, with a minimum of 80 feet between the closest neighboring home, and therefore will not interfere with privacy.

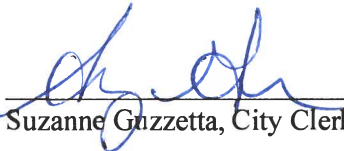
SECTION 4: City Council Approval

Based on the foregoing, the City Council hereby approves Site Development Permit No. SD22-0013 to allow the construction of a new single-family residence in the R1-H Single-family Residential Zoning District with an H Hillside Combining District located at 1321 Terra Vista Ct, based on the above findings and subject to the Conditions of Approval attached hereto as Exhibit 1 and incorporated herein.

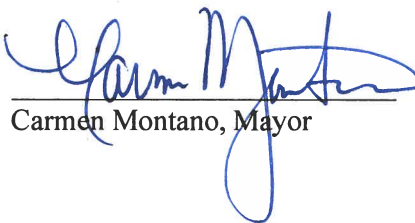
PASSED AND ADOPTED this 5th day of December, 2023, by the following vote:

AYES:	(5)	Councilmembers Barbadillo, Lien, Phan, Vice Mayor Chua, and Mayor Montano
NOES:	(0)	None
ABSENT:	(0)	None
ABSTAIN:	(0)	None

ATTEST:


Suzanne Guzzetta, City Clerk

APPROVED:


Carmen Montano, Mayor

APPROVED AS TO FORM:


Michael Mutalipassi, City Attorney

**CONDITIONS OF APPROVAL
1333 TERRA VISTA CT
SITE DEVELOPMENT PERMIT NO. P-SD21-0009 AND
PLANNED UNIT DEVELOPMENT AMENDMENT PA21-0002 (APN 029-07-010)**

General Conditions

1. General Compliance. The applicant and owner, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit. Site Development Permit No. SD21-0009 and Planned Unit Development Amendment PA21-0001 ("Permit") shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed and this Resolution has been recorded by the Permittee with the Santa Clara County's Recorder Office. **(P)**
2. Modifications to project. Any deviation from the approved site plan, floor plans, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, the Permittee shall be required to apply for review and obtain approval of the Planning Commission, in accordance with the Zoning Ordinance. **(P)**
3. Effective Date. Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the decision-making body approved this Permit. **(P)**
4. Acceptance of Permit. Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
 - a. Acceptance of this Permit by Permittee; and
 - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
5. Permit Expiration. Pursuant to Section XI-10-64.06 of the Milpitas Zoning Code, this Permit shall become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Zoning Code, an activity permitted by this Permit shall be deemed to have commenced when the project:
 - a. Completes a foundation associated with the project; or
 - b. Dedicates any land or easement as required from the zoning action; or
 - c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.
6. Time Extension. Pursuant to Section XI-10-64.07 of the Milpitas Zoning Code, unless otherwise provided by State law, Permittee shall have the right to request a one-time extension of the Permit if the request is made in writing to the Planning Division prior to the expiration date of the approval. **(P)**
7. Project Job Account. If Permittee's project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee's private job account is paid in full and the required deposit has been made. Additionally, prior to the issuance of any building permit or occupancy permit, as applicable, Permittee shall pay in full the project account balance and establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit. **(P)**
8. Notice. Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the applicant may file a protest has begun under California Government Code Section 66020(d)(1). **(P)**
9. Cost and Approval. Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. Permittee shall pay all required fees and charges

to City at the rate in effect at time of building permit issuance, or, the rate in effect when the fees and charges are due and paid in full to City. There is no vesting of any fees or charges with the adoption of this Resolution. (P)

10. Conditions. Each and every condition set forth in this Exhibit shall apply to the project and continue to apply to the project so long as the Permittee is operating the project under the permits and approvals in this Resolution. (P)
11. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. (CA/P)
12. Previous Approvals. Permittee shall abide and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit. (P)
13. Indemnification. To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the project, including but not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use, or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. (CA)
14. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Zoning Code. (P)
15. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable.
16. Permittee shall develop the approved project in conformance with the approved plans approved by the **Planning Commission on October 25, 2023**, in accordance with these Conditions of Approval. (P)

Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, Permittee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. (P)
17. Response to Conditions of Approval. Permittee shall provide a written response to comments upon submittal for building permit application. The responses should clearly indicate how each condition of approval has been addressed in the plans and shall note the appropriate plan sheet. (P)
18. Prior to the issuance of a building permit, the owner or designee shall include within the four first pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the project. (P)
19. Streets shall be designed to generally follow the contours and land form in order to minimize cut and fill. Exposed walls and facing roadways and retaining walls shall be no greater than six feet in height. Crib walls fencing roadways shall be no greater than 15 feet in height. (P)
20. Landscaping coverage and stabilization of graded slopes shall be selected and designed to be compatible with surrounding natural vegetation or to replace removed natural vegetation and should recognize climatic, soil, and ecologic characteristic of the region. Plan materials that require excessive water after becoming established should be avoided. (P)
21. Trees which have a six inch or greater diameter trunk size at a point three feet above grade may not be removed without obtaining prior approval from the City. The location of all such trees shall be shown on all plans submitted

for approval. The Planning Commission, upon review of an "S" Zone application approval, shall have the power to authorize removal, relocation or replacement if the Permittee can show that such requirement is unreasonable as applied to the particular property. If the removal is permitted, the replacement of any trees removed pursuant to this section shall be at a five to one (5:1) ratio. (P)

22. Within six months, or such other period established by the Planning Commission, after the commencement of grading activities, all graded areas not covered by an impervious surface shall be stabilized in such manner as shall be approved by the Community Development Manager. (P)
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. Fees: Upon reviewing Exhibit B from the Subdivision Improvement Agreement, it appears that a number of fees were deferred to be paid before building permit issuance. Those fees are listed here
 - a. Prior to the final (occupancy) of each building, a cash fee (\$1333.00/per dwelling unit) to cover the development pf park and recreations areas shall be collected by the City for the granting of the PUD.

Fire Department

23. The project/development shall comply with the requirements of the Fire Department and the California Fire Code, as outlined, as may be amended by the City of Milpitas. Changes to the site plan and/or internal circulation shall be reviewed and approved by the Fire Department. (F)
24. Fire Department Access
 - a. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather capabilities. Bearing capacity for the driveway and the entry drive court shall be designed to provide a minimum of 50,000 lbs. bearing capacity for the fire apparatus. CFC Section 503.2.3
 - b. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of 13 feet 6 inches (4115 mm).
25. An approved automatic fire sprinkler system (NFPA 13D minimum) shall be provided for all structures (living space, garage, outdoor spaces attached to the home, pool cabana, ADU, etc.). California Fire Code Section 903.2 amended by Milpitas Municipal Code V-300-2.82.
 - a. FIRE SPRINKLERS for NEW HOMES
 - 25.a.1. An approved automatic fire sprinkler system (NFPA 13D minimum) shall be provided for the home (living space, garage, outdoor spaces attached to the home, etc.). California Fire Code Section 903.2, amended by Milpitas Municipal Code **V-300-2.62**
 - 25.a.2. FIRE DEPARTMENT PERMIT – REQUIRED
The Milpitas Fire Department shall approve new installation and/or modifications to existing fire protection, alarm or monitoring system(s). A separate submittal is required to the Milpitas Fire Department, for review and approval, prior to the commencement of any work. CFC Section 901.2
 - 25.a.3. WATER SUPPLY SERVICE TO THE HOME
The existing water supply service to the home may need upgrading to service the automatic fire sprinkler system. All new water services shall be done as required by the City of Milpitas Engineering Division.
26. ACCESS CONTROL DEVICES. When access control devices including bars, grates, gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department emergency access to the building, are installed, such devices shall be approved by the fire code official. All access control devices shall be provided with an approved means for deactivation or unlocking by the fire department. Access control devices shall also comply with Chapter 10 Egress. (Knox box location shall be at 6 feet above the finish floor, or fire access walkway or road).
27. SITE ADDRESS. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numerals or alphabet letters and shall be consistent with Milpitas standardized addressing guidelines.

Where access is by means of a private road the building cannot be viewed by the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

28. **KEY BOX.** The Fire Code Official is authorized to require a key box to be installed in an approved location if necessary, for lifesaving or firefighting purpose. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official. (Knox box location shall be at 6 feet above finish floor, or fire access walkway or road).

Building Department

29. **Compliance with Building Code of Regulations.** The Project shall comply with the requirements of the Building Safety and Housing Department and the California Code of Regulations Title 24 and the Milpitas Municipal Code as adopted by the City. Building permits shall be submitted to and approved by the Building Safety and Housing Department prior to start of construction. All California Code of Regulations Title 24 and Milpitas Municipal Code requirements applicable at the time of building permit application must be met in advance of any building permit approvals or related construction. Changes to the site plan and/or building plan require review and approval by the Building Safety and Housing Department. **(B)**

Engineering Department

PRIOR TO CONSTRUCTION PLAN SUBMITTALS

*The following conditions shall be met **prior to** any detailed construction plan check submittals (Building or Engineering, except demolition and rough grade plans), unless otherwise approved by the Director of Engineering/City Engineer. City reserves the right to reject any plan check submittal if any of the following conditions are not met. **(E)***

12. **Stormwater Control Plan:** Permittee shall submit City approved final Stormwater Control Plan (SWCP) that complies with the latest Municipal Regional Stormwater NPDES Permit, including Low Impact Development (LID) Section C3.c.i.(2)(b) measures for harvesting and reuse, infiltration, or evapo-transpiration, for City's review and approval by the Engineering Department.
13. **Submittal Requirements:** Permittee to ensure that all plan check submittals are in accordance with City's submittal check list for each permit type, including but not limited to, payment of permit fees and/or fee deposit at the time of the submittal.

PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE

*The following conditions shall be addressed as part of the off-site improvement plan review and shall be met **prior to** encroachment permit issuance, unless otherwise approved by the Director of Engineering/City Engineer. **(E)***

14. **Public Improvement Design Standards:** All public improvements shall be designed and constructed in accordance with all applicable public improvement design standards, including but not limited to:
- a. Milpitas Design Guidelines: (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/>);
 - b. Standard details and specifications: (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications/>);
 - c. Americans with Disabilities Act (ADA) requirements, where applicable.
15. **Storm Drain Design:** Permittee shall submit storm drain hydrology and hydraulic calculations based upon a 10-year storm event to justify the size of the storm drain lateral flowing full, without surcharging the main line pipe, and to be reviewed and approved by the Engineering Department.
16. **Domestic Water and Fire Service Calculations:** Permittee shall submit potable water and fire service calculations to confirm adequacy of lateral size, pressure and flow, to be reviewed and approved by the Engineering Department and Fire Department. Hydraulic modeling analysis by the City and paid by the Permittee may be required as needed. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.
17. **Water Service Agreement:** Permittee shall complete a water service agreement to obtain water service.

18. Encroachment Permit: Prior to any work in the public right-of-way and/or public easement, obtain an encroachment permit with insurance requirements for all public improvements including a traffic control plan per the latest California Manual on Uniform Traffic Control Devices (MUTCD) standards to be reviewed and approved by the Engineering Department.
19. Pothole Encroachment Permit: Due to new utility service connections on City streets, Permittee shall pothole and verify all potential utility crossing conflict as part of the public improvement plan during the design stage.
20. 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.
21. Solid Waste and Recycling Facility Design: Permittee shall comply with all applicable City design guidelines/details associated with haul route, turning radius, vertical and horizontal clearance, trash enclosure, staging area, storage area, etc.
22. Solid Waste Management: The project must meet all Milpitas Sanitation and SB 1383 requirements for solid waste management.
23. Mailboxes: The Permittee shall obtain information from the US Postal Services regarding placement of required mailboxes. Structures to protect mailboxes may require Building, Engineering and Planning Divisions review.

DURING CONSTRUCTION

*The following conditions shall be complied with at all times **during** the construction phase of the project, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

24. Dewatering: If dewatering is needed during construction, Permittee shall obtain a Short-Term Industrial Wastewater Permit from the San Jose/Santa Clara Water Pollution Control Plant for discharging the groundwater to a sanitary sewer system.
25. On-site Recycle Water Coordination: Permittee's cross-connection specialist shall coordinate the phasing of the construction; facilitate the cross-connection testing in order to minimize the impact for occupied buildings during cross-connection testing; sign-off before the water meter set; coordinate on-site construction inspection; complete the site inspection; fill out required paperwork/questionnaire; and provide them to the City for forwarding to South Bay Water Recycling.
26. 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.
27. 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.
28. Water Shut-down Plan: Permittee shall provide a water shut-down plan at least seven days in advance of the shut-down in coordination with the Engineering Inspector and notify affected property owners/tenants when cut-in tee(s) is/are required.

PRIOR TO FIRST OCCUPANCY

*The following conditions shall be met **prior to first building occupancy** on either lot, unless otherwise approved the Director of Engineering/City Engineer.*

29. Completion of Public Improvements: Permittee shall complete all public improvements, including but not limited to frontage improvements and fire hydrants, as shown on City approved plans.

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

51. Fees: Upon reviewing Exhibit B from the Subdivision Improvement Agreement, it appears that a number of fees were deferred to be paid before building permit issuance. Those fees are listed here, as well as additional fees that may apply:

- a. Hillside water reimbursement fee: \$12,010
- b. Treatment Plant Fee: \$880 per dwelling
- c. Cost of meter purchases: these were listed in Exhibit B, but the City no longer collects those. Instead, we have the customer order the meters through our supplier and pay the supplier directly.
- d. Sewer connection fee: \$1,908 single family parcel (separate from Treatment Plant fee)
- e. Storm Drain Connection Fee: \$3,594 for single family parcels 1 acre to 4 acres

(P) = Planning

(B) = Building

(E) = Engineering

(F) = Fire Prevention

(CA) = City Attorney

NOTICE OF RIGHT TO PROTEST

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

AGREEMENT

Permittee/Property Owner

The undersigned agrees to each and every condition of approval and acknowledges the NOTICE OF RIGHT TO PROTEST and hereby agrees to use the project property on the terms and conditions set forth in this resolution.

Dated: _____

Signature of Permittee

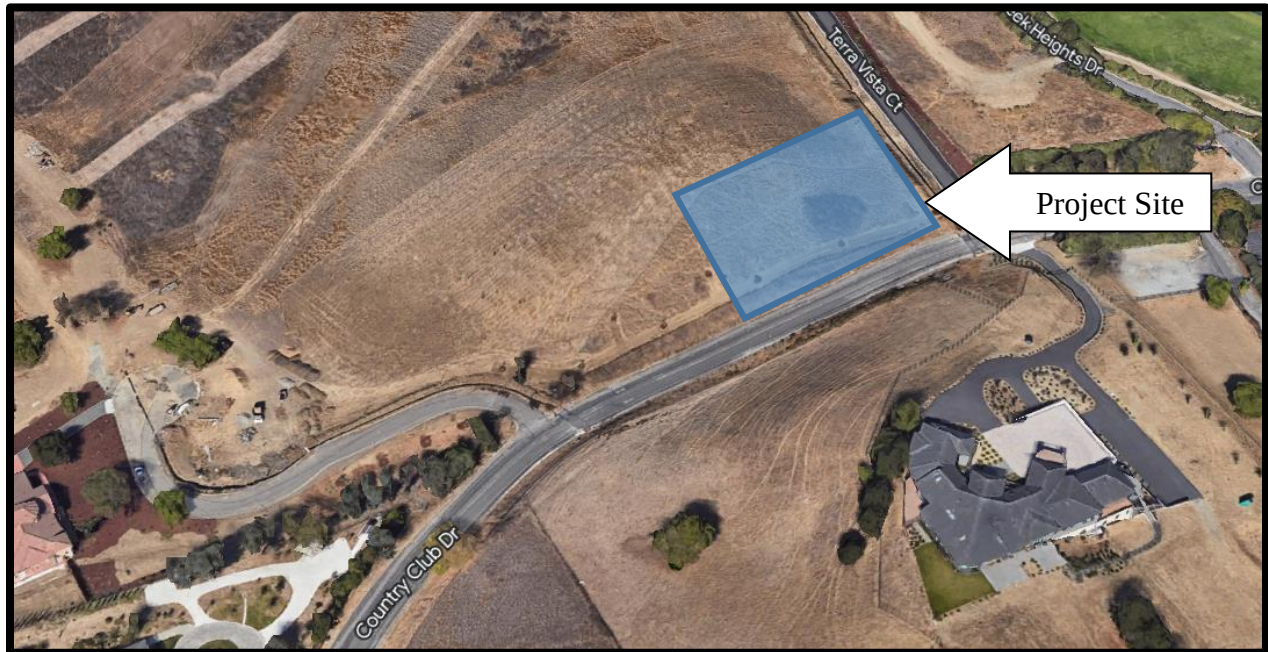


MILPITAS PLANNING COMMISSION STAFF REPORT

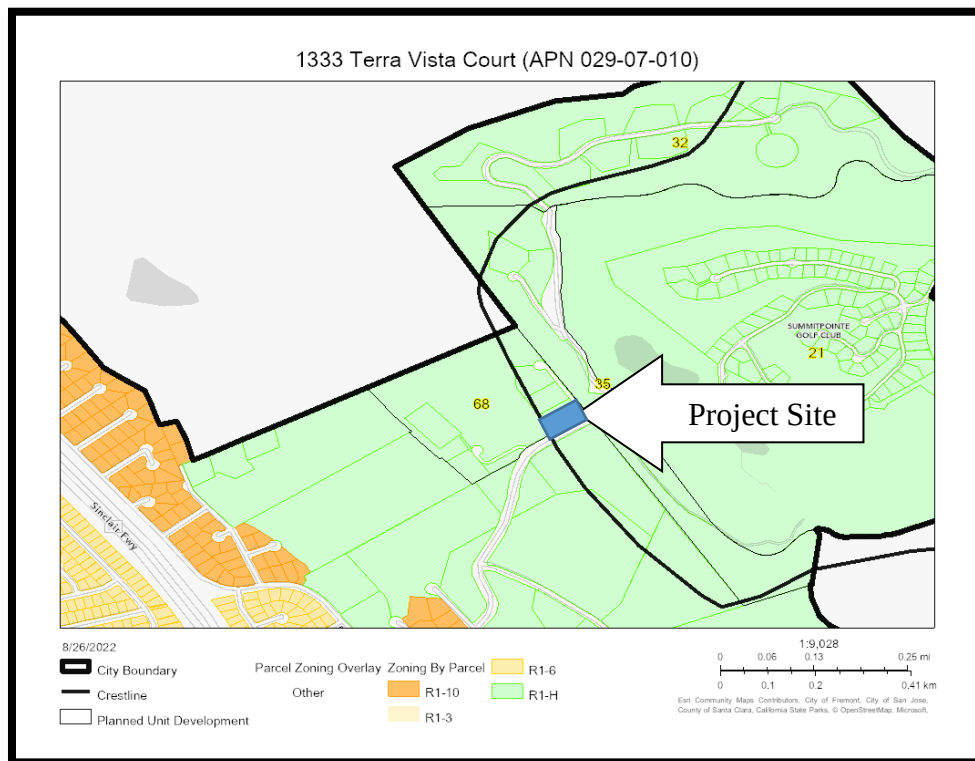
October 25, 2023

APPLICATION:	NEW HILLSIDE RESIDENCE - 1321 TERRA VISTA COURT (LOT 4) - Site Development Permit No. SD22-0013 and PUD Amendment No. PA23-0001: A request for an Amendment to the development standards for a single-family home within Planned Unit Development No. 68 (Countryside Estates) to deviate from the approved designs for that single-family home and a Site Development Permit to construct a 4,929 square-foot, two-story, single-family residence with an attached three-car garage on a 1.1-acre vacant site located in the R1-H Single-family Residential-Hillside Zoning District with a Site and Architectural (-S) Overlay at 1321 Terra Vista Court (Countryside Estates, Lot 4).
RECOMMENDATION:	Staff recommends that the Planning Commission adopt Resolution No. 23-015 approving and recommending City Council approval of Site Development Permit SD22-0013 and Planned Unit Development Amendment PA23-0001, subject to the attached Conditions of Approval.
LOCATION:	
Address/APN:	1321 Terra Vista Court (APN 029-07-012)
Area of City:	Northeastern portion of the City of Milpitas in the hillside area
PEOPLE:	
Project Applicant:	Eugene Sakai, Studio S Squared Architecture, Inc.
Project Planner:	Randy Baez, Associate Planner
LAND USE:	
General Plan Designation:	Hillside Low-Density (HLD)
Zoning District:	Single Family Residential-Hillside (R1-H)
Planned Unit Development:	No. 68 (Countryside Estates)
Site Area:	1.1 acres
ENVIRONMENTAL:	Categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303(a) (New Construction or Conversion of Small Structures) and Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

Map 1
3D Aerial Project Location



Map 2
Zoning Map



BACKGROUND

History

On November 17, 1992, the City Council approved Planned Unit Development (PUD) No. 68 (Countryside Estates) to allow the construction of six hillside residential home sites on a 24.5-acre parcel. Each home site would be reviewed separately under the provisions of an “S” Zone Application or Site Development Permit and subject to a precise building envelope established by the PUD. To date, lots 2 and 6 have been approved for development.

Process

In addition to satisfying the substantive and procedural requirements typically applicable to a Site Development Permit and Planned Unit Development Amendment, because of the project’s location within the Hillside Combining District (“H”), the application must be considered by both the Planning Commission and the City Council (Milpitas Municipal Code [MMC] Section XI-10-45.09) for conformance with the Hillside Site and Architectural Guidelines.

PROJECT DESCRIPTION

Overview

The project site is an undeveloped 1.1-acre parcel located at the intersection of Country Club Drive and Terra Vista Court within Planned Unit Development No. 68: Countryside Estates. The property and neighboring properties are zoned Single Family Residential – Hillside. The project site is located on the east side of the hillside crest line. A vicinity map of the subject site location is shown on Map 1.

The applicant is requesting a Site Development Permit and a Planned Unit Development Amendment to construct a 4,929-square foot, two-story single-family residence and a 797 square-foot accessory structure (Accessory Dwelling Unit) on a 1.1-acre vacant lot. The residence will include an attached 1-car and 2-car garage, in addition to three off-street parking spaces access from the swing-in driveway. The project also includes an amendment to Planned Unit Development No. 68 to include the following change:

1. Changes to exterior finishes and design to allow for a contemporary Chateau design for this lot, which will include painted stucco, stone veneer, and a standing seam metal roof.

Location and Context

The project site is located in the northeastern portion of the City of Milpitas in the hillside area. Map 2 and the following table provide a summary of the Zoning and Land Uses surrounding the site

Table 1: Surrounding Zoning and Land Uses

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

East	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Vacant
West	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Vacant

PROJECT ANALYSIS

General Plan and Zoning Conformance

Milpitas General Plan 2040

The General Plan designation for the project site is Hillside Low Density (HLD). The General Plan details the goals, objectives and policies for the City's Hillside Area. It is characterized by gentle to steep slopes, grassy terrain with some chaparral and trees, wildlife, geologically unstable areas, the Ed R. Levin County Regional Park, and a feeling of remoteness from the more urban portions of the city. The Hillside Low Density designation allows a maximum of one (1) housing unit per gross acre. The project is in conformance with the policies and standards in the City's General Plan policies, as outlined in the following table:

Table 2: General Plan Consistency

Policy	Conformance
<i>CD 7-1 Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	Consistent. The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints, as the project site is located over 100 feet east of the crestline. Project Plan sheets A0.4 and A0.5 illustrate how the proposed residence will not obstruct panoramic public views from and of the hillsides.
<i>CD 7-2 Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	Consistent. The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut to 3,005 cubic yard and fill to 435 cubic yards for both construction phases. The total earthwork exported will be 2,570 cubic yards to accommodate the home's footprint and meet the grade requirements to not be visible from the valley floor.
<i>CD 7-3 Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	Consistent. Minimal contour grading will be required for the construction of the new residence due to its siting on the flattest areas of the lot. All new contours will be designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
<i>CD 7-4 Avoid mass graded pads within hillside areas. Smaller steps or grade</i>	Consistent. The building pad is proposed at the flattest portion of the lot and will only

<i>changes should be used over single, large, slope banks to the greatest extent feasible.</i>	necessitate minimal grading to accommodate the residence. Grading has been minimized as much as feasibly possible in the Project, in that the site follows the site's natural contours in an effort to preserve the natural terrain quality.
CD 7-5 <i>Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	Consistent. No changes are proposed to the existing land use and zoning designation, as the subject site is to be used as a single-family residence.

Development Standards

The site is located in the R1-H Single-Family Residential-Hillside Combining District. The “H” Zoning District promotes and encourages the orderly development of the hillside area of the City by the application of regulations and requirements established to meet the particular constraints associated with the development of hillside areas, including, but not limited to, geologic problems, slope, safe access, and visibility.

Per MMC Section XI-10-45.17-3, the subject parcel is less than 3.0-acres, which allows for the smallest maximum size for the main residence and the least amount of impervious surface coverage compared to parcels over this acre threshold. The project applicant chose to conform to development standards within its maximum limitations. Table 3 demonstrates the Project’s consistency with the applicable development standards of the R1-H zone and PUD # 68.

Table 3: Summary of Development Standards

Standards	Hillside & PUD 68 Requirements	Proposed	Complies
Front Setback	25 ft. minimum when avg. slope is <16%. Otherwise, 40 ft. minimum	55 ft. and 7 inches from the property line	Yes
Side Yard Setback	40 ft. minimum	44 ft. and 11 in. on south; 50 ft. and 8.5 in. on north.	Yes
Rear	40 ft. minimum	127 ft. and 7.5 inches	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres)	4,929 sq. ft.	Yes
Impervious Surfaces	8,000 sq. ft. maximum (lots < 3 acres)	7,339 sq. ft.	Yes
Building Height (Maximum)	17 ft. west of crestline; 27 ft. east of crestline / 1 ½ stories	1 ½ story or 26 feet and 10.5 inches	Yes
Parking	Four spaces required	Six spaces (three inside garage & three outside)	Yes

Standards	Hillside & PUD 68 Requirements	Proposed	Complies
Crestline Zone of Protection	Within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line	Within 300 ft east of the crestline, not visible from the three closest viewpoints nor does the height of the structure extend into the crestline site line	Yes

Due to the subject property's location, the project is also required to comply with the development standards in the City's Hillside Combining District. Per MMC Section XI-10-45.09-7 of the Zoning Ordinance, the Planning Commission and City Council shall consider the following guidelines in its review. Staff has determined the Project to be consistent with the Hillside Architectural Guidelines as demonstrated in Table 4 below.

Table 4: Hillside Zoning Ordinance Compliance

Site and Architectural Guidelines 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 lots, will avoid unreasonable interference with views and privacy.</i>	Consistent. Due to the proposed location and minimal scale of the home relative to the maximum allowable size outlined in Table 3, the development will not substantially interfere with views and privacy to adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 26-feet and 10.5 inches, and substantially setback from adjacent property lines to the north and south, which minimizes interference with views and privacy. Additionally, the lot to the west is dedicated as Common Area only and will not be developed with future residential uses.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	Consistent. The project site is currently vacant and undeveloped and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut to 3,005 cubic yards and fill to 435 cubic yards, with a net export of 2,570 cubic yards. Minimal landscaping is also proposed, including 22 mid-size trees and various flowering plants, ground cover, succulents and shrubs.

Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
<i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i>	Consistent. The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the perception of bulk within the one-and-a-half-story residence. The footprint of the proposed home is also angled in its orientation to the front property line, thus minimizing the perception of excessive bulk. Furthermore, as described above and shown in Table 3, the proposed main residence is proposed to be sized in scale closer to immediate neighbors' proposed residences built on lots less than 3.0-acres in size. The overall building footprint of the main residence on the 1.1-acre lot is consolidated, and the remaining portions of the lot will also remain undeveloped, and no accessory structures are proposed.
<i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	Consistent. The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has a combination of mansard-style and minimally pitched roof systems that could be used to utilize future solar energy. With regards to adjacent properties, the lot to the west is reserved as Common Area and the residences to the east are located greater than 429 feet away. As such, the proposed main residence will not cause an impairment to the adjacent properties access to light and air.
<i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	Consistent. The proposed location of the main dwelling is where the existing lot is most flat, and grading is limited to 3,005 cubic yards of necessary cut to accommodate the two-story dwelling and modest pool and 435 cubic yards of the grading will be repurposed as fill.

Planned Unit Development Amendment

The project is also located within PUD 68, which establishes total allowed square footage, total grading allowed, size of the garage and exterior finish materials. Per PUD 68 (adopted November 1992), the lot shall have a 3-car garage, 4,000-5,000 square feet of total allowable square footage for the residential structure, and only permits certain types of exterior finishes.

Staff has determined through analysis and research that PUD 68, also known as Countryside Estates, which was established to regulate the construction of six custom homes, is no longer reflective of the current development patterns of the Bay Area.

An increase in residential square footage is not required; however, Staff recommends amending the PUD for this lot to allow for the proposed changes in exterior finishes. In order to approve such changes, the Planning Commission must make the finding that these changes will not be detrimental to the light, air or privacy of any other structure or use currently existing or anticipated.

Site & Architectural Design

The project is designed in a modern Chateau style, which adds to the diversity of the neighborhood. The exterior materials are composed of painted stucco, high quality stone veneer and a standing seam metal roof, with metal and stain grade wood accents. The articulation of the architectural forms blending with a variety of finishes creates an attractive front elevation, along with an integrated curved driveway pattern that enhances the house and the neighborhood. All exterior materials and finishes work together as a palette of earth tone colors creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences and within an earth tone range.

Grading and Landscaping

Due to the sloped lot and vehicular access requirements, the applicant has requested that the site be graded in order to make the site feasible for residential development. In an effort to limit the amount of ground to be removed, the applicant has proposed a site plan which locates the proposed home on the flattest portion of the site. Given the steep slope of the lot, grading was required to accommodate a two-story home with rear yard access. In order to minimize grading, the rear yard entry is located on the second floor, which requires considerably less grading than having the exit on the first floor. However, due to the property slope and proximity to the crestline, the project will result in 3,005 cubic yards of cut and 435 cubic yards of fill for the construction of a new home and the required grade at the driveway for firetruck access. 435 cubic yards of cut will be repurposed, resulting in a net export of 2,570 cubic yards. Furthermore, no grading is proposed in the crestline zone of protection, and grading is limited to the near footprint of the home and rear patio area. The proposed landscape plan includes a variety of flowers, shrubs, succulents, and trees. As demonstrated in Attachment B (Project Plans), these plans are consistent with the grading/landscaping requirements within the Hillside Ordinance.

Crestline Zone of Protection

In an effort to protect the quality of views of the hills from the valley floor, development standards related to the crestline have been incorporated into the Zoning Code. Per MMC Section XI-10-45.06, the purpose of the crestline zone of protection is to preserve the natural quality of the crestline and the slopes immediately below, when viewed from the valley floor. In addition, Section 45.06-2 states that, in the area within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line. An exhibit was given to the applicant demonstrating the location of prominent crestlines identified by the City. To demonstrate compliance with the crestline zone of protection and site line, which is located within the rear half of the existing lot, the applicant installed “story poles” along the minimum setback line and took pictures from areas recognized by the City as vantage points and

required by the Hillside Ordinance Section XI-45-.06-3. Specifically, designated viewpoints VP2, VP3, and VP4 were included within this analysis. As demonstrated in Attachment C and plan Sheet A0.5, although cross section #3 for VP4 would intrude into the site line, the story pole tests confirm the project will not be visible from the valley floor, and therefore, is compliant with the Crestline Zone of Protection.

FINDINGS FOR APPROVAL (OR DENIAL)

A finding is a statement of fact relating to the information that the Planning Commission has considered in making a decision. Findings shall identify the rationale behind the decision to take a certain action. Based on substantial evidence in the public record, Staff has found that the proposed project is consistent with the General Plan, Zoning Ordinance, and all required Findings.

Site Development Permit Findings (Section XI-10-57-03-1(F))

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

As described within the staff report, the architectural design and site planning of the proposed home is aesthetically compatible with the neighboring homes with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is sited in a manner as to not draw attention when viewed from the valley floor.

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

As described in table 3 above, the proposed home meets the development standards in the Single-Family Hillside Zoning District and Countryside Estates PUD 68 for setbacks, height requirements, and landscaping and is requesting an amendment to PUD 68 for exterior finishes.

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

The project is consistent with the Milpitas General Plan, and particularly with Policy CD 7-5, which states to limit new development in the Hillside Area to only to Very Low Density Residential, open space and park uses. The project meets this finding, as the site is a part of an approved Planned Unit Development, which subdivided lots planned for clustered housing. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

Planned Unit Development (Section XI-10-54.07(B)(6)(a-d))

- 1. The proposed development will result in an intensity of land utilization no higher than and standards of open spaces at least as high as permitted or specified otherwise for such development in the General Plan, Zoning Ordinance and Subdivision ordinance.*

The permit amendment, along with the project, will result in an intensity no higher than and standards of open space at least as high as permitted, in that the PUD requirements mirror the

Hillside combining zoning requirements, in regards to land utilization, planting, irrigation, and open space. This standard has been met.

2. *The development will not create traffic congestion pursuant to the California Environment Quality Act (CEQA). However, if traffic congestion is created by the proposed development, the traffic impacts will be mitigated by traffic improvements proposed by the developer or by funding capital projects and by on-site provisions for traffic circulation and parking or, if it cannot be mitigated, the Planning Commission and City Council shall issue any necessary findings pursuant to CEQA.*

The project associated with the PUD permit amendment, will not create traffic congestion that will significantly and negatively affect existing traffic operations. This standard has been met.

3. *For residential development in the Valley Floor Planning Area, as defined in the Milpitas General Plan Land Use Element, the maximum dwelling unit density per gross acre shall be the upper limit of the corresponding General Plan density range within each zoning designation. In the case of the Valley Floor Planning Area residential developments proposed on land zoned "R3" (Multiple Family Residential) an overall density of up to forty (40) units per gross acre can be approved if the following criteria are found by the City Council to be met.*

The proposed the PUD permit amendment shall not have any effect on residential development density. This standard has been met.

Furthermore, in order to grant a Planned Unit Development amendment, the following findings are hereby made pursuant to Milpitas Municipal Code Section XI-10-54.07(B)(6)(d):

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

The amendment, along with the project, will result in a public benefit by conforming the PUD to current development standards and allow flexibility for a smaller garage, more square footage for the residential structure and changes to the exterior, without being detrimental to the light, air or privacy of any other structure or use currently existing or anticipated.

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

The amendment, along with the project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 2 above.

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

The architectural design and site planning of the proposed home are aesthetically compatible with the neighboring homes, with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is tucked into the hillside as to not draw attention to it when viewing from the valley floor. All exterior materials and finishes work together as a palette of earth tone colors, creating harmony with the surroundings. The colors and materials of the proposed French chateau design are complementary to the neighboring residences. Additionally, the proposed home is on a 1.1-acre parcel sitting at a minimum of 40 feet set back from all property lines, with a minimum of 80 feet between the closest neighboring home, and therefore will not interfere with privacy.

ENVIRONMENTAL REVIEW

The proposed Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303(a) (New Construction or Conversion of Small Structures) and Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning).

PUBLIC COMMENT/OUTREACH

Staff provided public notice for the application in accordance with City and State public noticing requirements. At the time of writing this report, there have been no inquiries from the public. A notice was published in the Milpitas Post on October 13, 2023. In addition, 18 notices were sent to owners and occupants within 300 feet of the project site. A public notice was also provided on the project site, on the City's Website, www.ci.milpitas.ca.gov, and posted at City Hall.

RECOMMENDATION

STAFF RECOMMENDS THAT the Planning Commission:

1. Open the Public Hearing to receive comments;
2. Close the Public Hearing; and
3. Adopt Resolution 23-015, approving and recommending the City Council approve the Site Development Permit No. SD22-0013 and Planned Unit Development Amendment P-PA23-0001, to allow the construction of a single-family residence in the hillside district, subject to the findings and attached Conditions of Approval.

ATTACHMENTS

- A: Resolution 23-015
- B: Project Plans
- C: Story Pole Installation

RESOLUTION NO. 23-015

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS APPROVING AND RECOMMENDING APPROVAL OF SITE DEVELOPMENT PERMIT NO. SD22-0013 AND PLANNED UNIT DEVELOPMENT AMENDMENT PA23-0001 TO THE MILPITAS CITY COUNCIL TO DEVELOP A NEW HILLSIDE HOME LOCATED ON A VACANT 1.1-ACRE SITE AT 1321 TERRA VISTA CT (APN: 029-07-012). THE PROJECT SITE IS ZONED SINGLE FAMILY RESIDENTIAL - HILLSIDE

WHEREAS, on December 16, 2022, an application was submitted by Eugene Sakai, of Studio S Squared Architecture, Inc. (“Applicant”), for a development proposal to allow the development of a 4,929-square foot, one and a half-story single-family residence (“Project”) on a vacant 1.1-acre site within Planned Unit Development No. 68 at 1321 Terra Vista Ct (APN: 029-07-012). The Project site is zoned Single Family Residential - Hillside; and

WHEREAS, Planned Unit Development Amendment Permit No. PA23-0013 is also required to allow for changes in the exterior finishes within this project from the associated Planned Unit Development Area, known as PUD 68; and

WHEREAS, the Planning Division completed an environmental assessment for the Project in accordance with the California Environmental Quality Act (CEQA), which assessment determined that the Project is exempt from CEQA review pursuant to Section 15303 (New Construction and Conversion of Small Structures) of the CEQA Guidelines and, as a separate and independent basis, pursuant to Section 15183 of the CEQA Guidelines; and

WHEREAS, on October 25, 2023, the Planning Commission held a duly noticed public hearing on the subject application, at which all those in attendance were given the opportunity to speak on Project; and

WHEREAS, the Planning Commission has considered all of the written and oral testimony presented at the public hearing in making its decision; and

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

SECTION 1: Recitals.

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

SECTION 2: CEQA Finding

The project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15303(a) for “New Construction or Conversion of Small Structures including one single-family residence, or a second dwelling unit in a residential zone,” because it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. The Project’s proposed new construction of a single-family residence and its accessory structures are within a residentially zoned area on a legal parcel and none of the exceptions, as specified in Section 15300.2 of the CEQA Guidelines that would preclude applicability of this exemption are present. As a separate and independent basis, the Project is exempt

from Section 15183 of the CEQA Guidelines as a project consistent with a community plan, general plan or zoning in that it is consistent with the development density established in the Milpitas General Plan and the applicable zoning and there are no project-specific significant effects which are peculiar to this project or its site.

SECTION 3: Site Development Permit (Section XI-10-57.03(F)(1)) - The Planning Commission makes the following findings based on the evidence in the public record in approving Site Development Permit No. SD22-0013:

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

The architectural design and site planning of the proposed home is aesthetically compatible with the neighboring homes with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is sited in a manner as to not draw attention when viewed from the valley floor.

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

The proposed home meets the development standards in the Single Family Hillside Zoning District and Countryside Estates PUD 68 for setbacks, height requirements, and landscaping and is requesting an amendment to PUD 68 for exterior finishes. As demonstrated in Table 1 below.

Table 1:
Summary of Development Standards

Standards	Hillside & PUD 68 Requirements	Proposed	Complies
Front Setback	25 ft. minimum when avg. slope is <16%. Otherwise, 40 ft. minimum	55 ft. and 7 inches from the property line	Yes
Side Yard Setback	40 ft. minimum	44 ft. and 11 in. on south; 50 ft. and 8.5 in. on north.	Yes
Rear	40 ft. minimum	127 ft. and 7.5 inches	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres)	4,929 sq. ft.	Yes
Impervious Surfaces	8,000 sq. ft. maximum (lots < 3 acres)	7,339 sq. ft.	Yes
Building Height (Maximum)	17 ft. west of crestline; 27 ft. east of crestline / 1 ½ stories	1 ½ story or 26 feet and 10.5 inches	Yes
Parking	Four spaces required	Six spaces (three inside garage & three outside)	Yes
Crestline Zone of Protection	Within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line	Within 300 ft east of the crestline, not visible from the three closest viewpoints nor does the height of the structure extend into the crestline site line	Yes

Due to the subject property's location, the project is also required to comply with the development standards in the City's Hillside Combining District. Per MMC Section XI-10-45.09-7 of the Zoning Ordinance, the Planning Commission and City Council shall consider the following guidelines in its review. Staff has determined the Project to be consistent with the Hillside Architectural Guidelines as demonstrated in Table 2 below.

Table 2:
Hillside Zoning Ordinance Compliance

Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
<i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i>	Consistent. Due to the proposed location and minimal scale of the home relative to the maximum allowable size outlined in Table 3, the development will not substantially interfere with views and privacy to adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 26-feet and 10.5 inches, and substantially setback from adjacent property lines to the north and south, which minimizes interference with views and privacy. Additionally, the lot to the west is dedicated as Common Area only and will not be developed with future residential uses.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	Consistent. The project site is currently vacant and undeveloped and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut to 3,005 cubic yards and fill to 435 cubic yards, with a net export of 570 cubic yards. Minimal landscaping is also proposed, including 22 mid-size trees and various flowering plants, ground cover, succulents and shrubs.
<i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i>	Consistent. The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the perception of bulk within the one-and-a-half-story residence. The footprint of the proposed home is also angled in its orientation to the front property line, thus minimizing the perception of excessive bulk. Furthermore, as described above and shown in Table 3, the proposed main residence is proposed to be sized in scale closer to immediate neighbors' proposed residences built on lots less than 3.0-acres in size. The overall building footprint of the main residence on the 1.1-acre lot is consolidated, and the remaining portions of the lot will also remain undeveloped, and no accessory structures are proposed.

Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
<i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	Consistent. The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and meets or exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has a combination of mansard-style and minimally pitched roof systems that could be used to utilize future solar energy. With regards to adjacent properties, the lot to the west is reserved as Common Area and the residences to the east are located greater than 429 feet away. As such, the proposed main residence will not cause an impairment to the adjacent properties access to light and air.
<i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	Consistent. As proposed, the proposed location of the main dwelling is where the existing lot is most flat, but grading is limited to 3,005 cubic yards of cut to accommodate the two-story dwelling and 435 cubic yards of the grading will be repurposed as fill.

Site & Architectural Design

The project is designed in a modern Chateau style, which adds to the diversity of the neighborhood. The exterior materials are composed of painted stucco, high quality stone veneer and a standing seam metal roof, with metal and stain grade wood accents. The articulation of the architectural forms blending with a variety of finishes creates an attractive front elevation, along with an integrated curved driveway pattern that enhances the house and the neighborhood. All exterior materials and finishes work together as a palette of earth tone colors creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences and within an earth tone range.

Grading and Landscaping

Due to the sloped lot and vehicular access requirements, the applicant has requested that the site be graded in order to make the site feasible for residential development. In an effort to limit the amount of ground to be removed, the applicant has proposed a site plan which locates the proposed home on the flattest portion of the site. Given the steep slope of the lot, grading was required to accommodate a two-story home with rear yard access. In order to minimize grading, the rear yard entry is located at the second floor, which requires considerably less grading than having the exit on the first floor. However, due to the property slope and proximity to the crestline, the project will result in 3,005 cubic yards of cut and 435 cubic yards of fill for the construction of a new home and the required grade at the driveway for firetruck access. 435 cubic yards of cut will be repurposed resulting in a net export of 2,570 cubic yards. Furthermore, no grading is proposed in the crestline zone of protection and grading is limited to the near footprint of the home and rear patio area. The proposed landscape plan includes a variety of flowers, shrubs, succulents, and trees. As demonstrated in Attachment B (Project Plans), these plans are consistent with the grading/landscaping requirements within the Hillside Ordinance.

Crestline Zone of Protection

In an effort to protect the quality of views of the hills from the valley floor, development standards related to crestlines have been incorporated into the Zoning Code. Per MMC Section XI-10-45.06, the purpose of the crestline zone of protection is to preserve the natural quality of the crestline and the slopes

immediately below, when viewed from the valley floor. The crestline zone of protection is defined as “the area westerly of the perceived crestline and between the perceived crestline and an elevation one hundred (100) feet below” (MMC Sec. XI-10-45.06-2). An exhibit was given to the applicant demonstrating the location of prominent crestlines identified by the City. To demonstrate compliance with the crestline zone of protection, which is located within the rear half of the existing lot, the applicant installed “story poles” along the minimum setback line and took pictures from areas recognized by the City as vantage points. Specifically, designated viewpoints VP2, VP3, and VP4 were included within this analysis. As demonstrated in Attachment C and plan Sheet A0.5, although cross section #3 for VP4 would intrude into the site line, the story pole tests confirm the project will not be visible from the valley floor, and therefore, is compliant with the Crestline Zone of Protection.

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

The project is consistent with the Milpitas General Plan, and particularly with Policy CD 7- 5, which states to limit new development in the Hillside Area to only to Very Low Density Residential, open space and park uses. The project meets this finding, as the site is a part of an approved Planned Unit Development, which subdivided lots planned for clustered housing. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor. As outlined in Table 3 below.

Table 3:
General Plan Consistency

Policy	Conformance
<i>CD 7-1 Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	Consistent. The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints as the project site is located over 100 feet west of the crestline. Project Plan sheets A0.4 and A0.5 illustrate how the proposed residence will not obstruct panoramic public views from and of the hillsides.
<i>CD 7-2 Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	Consistent. The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut to 3,005 cubic yards and fill to 435 cubic yards for both construction phases. The total earthwork exported will be 2,570 cubic yards to accommodate the home’s footprint and meet the grade requirements to not be visible from the valley floor.
<i>CD 7-3 Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	Consistent. Minimal contour grading will be required for the construction of the new residence due to its siting on the flattest areas of the lot. All new contours will be designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
<i>CD 7-4 Avoid mass graded pads within hillside areas. Smaller steps or grade changes should be used over single, large, slope banks to the greatest extent feasible.</i>	Consistent. The building pad is proposed at the flattest portion of the lot and will only necessitate minimal grading to accommodate the residence. Grading has been minimized as much as feasibly possible in the Project, in that the site follows

	the site’s natural contours in an effort to preserve the natural terrain quality.
<i>CD 7-5 Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	Consistent. No changes are proposed to the existing land use and zoning designation, as the subject site is to be used as a single-family residence.

As described above, the Project is compatible and consistent with the surrounding uses and has been found to conform to the intent of the Milpitas 2040 General Plan designation. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

SECTION 4: *Planned Unit Development (Section XI-10-54.07(B)(6)(a-d)) – The Planning Commission makes the following standard requirements based on the evidence in the public record in support of the Planned Unit Development Amendment. PA23-0001:*

- 1. The proposed development will result in an intensity of land utilization no higher than and standards of open spaces at least as high as permitted or specified otherwise for such development in the General Plan, Zoning Ordinance and Subdivision ordinance.*

The permit amendment, along with the project, will result in an intensity no higher than and standards of open space at least as high as permitted, in that the PUD requirements mirror the Hillside combining zoning requirements, in regard to land utilization, planting, irrigation, and open space. This standard has been met.

- 2. The development will not create traffic congestion pursuant to the California Environment Quality Act (CEQA). However, if traffic congestion is created by the proposed development, the traffic impacts will be mitigated by traffic improvements proposed by the developer or by funding capital projects and by on-site provisions for traffic circulation and parking or, if it cannot be mitigated, the Planning Commission and City Council shall issue any necessary findings pursuant to CEQA.*

The project associated with the PUD permit amendment seeks to allow changes in exterior finishes from what was originally approved within PUD No. 68. This change in materials will not create traffic congestion that will significantly and negatively affect existing traffic operations. This standard has been met.

- 3. For residential development in the Valley Floor Planning Area, as defined in the Milpitas General Plan Land Use Element, the maximum dwelling unit density per gross acre shall be the upper limit of the corresponding General Plan density range within each zoning designation. In the case of the Valley Floor Planning Area residential developments proposed on land zoned "R3" (Multiple Family Residential) an overall density of up to forty (40) units per gross acre can be approved if the following criteria are found by the City Council to be met.*

The proposed the PUD permit amendment will not have any effect on residential development density as the proposed density is consistent with both the allowed and existing residential density in the surrounding neighborhood. This standard has been met.

SECTION 5: *Furthermore, in order to grant a Planned Unit Development amendment, the following findings are hereby made pursuant to Milpitas Municipal Code Section XI-10-54.07(B)(6)(d):*

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

The amendment, along with the project, will result in a public benefit by allowing changes to the exterior that are not detrimental to the light, air, or privacy of any other structure or use currently existing or anticipated. The amendment will also allow for added public benefit by increasing and improving the variety of quality architecture within the neighborhood.

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

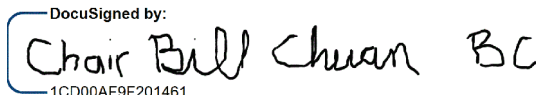
The amendment, along with the project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 3 above.

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

The architectural design and site planning of the proposed home are aesthetically compatible with the neighboring homes. The proposed home incorporates earth tone colors and is sited in a manner as to not draw attention to it when viewing from the valley floor. All exterior materials and finishes work together as a palette of earth tone colors, creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences. Additionally, the proposed home is on a 1.14-acre parcel sitting at a minimum of 25-foot set back from all property lines and at a minimum of 80 feet from the closest neighboring home, and therefore will not interfere with privacy.

SECTION 6: The Planning Commission of the City of Milpitas hereby approves and recommends the City Council approve Site Development Permit No. SD22-0013 and Planned Unit Development Amendment PA23-0001 and adopt a resolution to allow the development of a single-family residence in the hillside district, based on the above findings and subject to the Conditions of Approval in the proposed Site Development Permit No. SD22-0013 and Planned Unit Development Amendment PA23-0001 attached hereto as **Exhibit 1** incorporated herein.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Milpitas on October 25, 2023.

DocuSigned by:
 **Chair Bill Chuan BC** Oct-30-2023
 1CD00AF9F201461... 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 October 25, 2023, and carried by the following roll call vote:

COMMISSIONER	AYES	NOES	ABSENT	ABSTAIN
Mercedes Albana	✓			
Dipak Awasthi	✓			
Bill Chuan	✓			
Larry Ciardella	✓			
Alexander Galang	✓			
Sonia Medina-Ashby	✓			

EXHIBIT 1

**SITE DEVELOPMENT PERMIT NO. P-SD22-0013 AND
PLANNED UNIT DEVELOPMENT AMENDMENT PA23-0001
1321 TERRA VISTA CT (APN 029-07-012)**

The City of Milpitas Planning Commission and City Council approve Site Development Permit No. SD22-0013 and Planned Unit Development Amendment PA23-0001 in accordance with Section XI-10-45.09 and Section XI-10-54.07(B)(6)(a-d) 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 Permit is to allow the issuance of building permits for the proposed development of a 4,929-square foot, one and a half-story single-family residence (“Project”) on a vacant 1.1-acre site within Planned Unit Development No. 68 at 1321 Terra Vista Ct (APN: 029-07-012), subject to all necessary reviews, approvals, studies, and inspections for the issuance of such building permits. This Permit is also to amend Planned Unit Development No. 68 for this lot to allow the proposed changes to exterior finishes and design for a contemporary Chateau design, which will include painted stucco, stone veneer, and a standing seam metal roof.

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

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. SD22-0013 and Planned Unit Development Amendment PA23-0001 (“Permit”) shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed and this Resolution has been recorded by the Permittee with the Santa Clara County’s Recorder Office. **(P)**
2. Modifications to project. Any deviation from the approved site plan, floor plans, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or designee. If the Planning Director or designee determines that the deviation is significant, the Permittee shall be required to apply for review and obtain approval of the Planning Commission, in accordance with the Zoning Ordinance. **(P)**
3. Effective Date. Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the decision-making body approved this Permit. **(P)**
4. Acceptance of Permit. Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
 - a. Acceptance of this Permit by Permittee; and
 - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
5. Permit Expiration. Pursuant to Section XI-10-64.06 of the Milpitas Zoning Code, this Permit shall become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Zoning Code, an activity permitted by this Permit shall be deemed to have commenced when the project:

- a. Completes a foundation associated with the project; or
- b. Dedicates any land or easement as required from the zoning action; or
- c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.

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 submittals 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 Resolution. **(P)**
- 10. Conditions. Each and every condition set forth in this Exhibit shall apply to the project and continue to apply to the project so long as the Permittee is operating the project under the permits and approvals in this Resolution. **(P)**
- 11. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. **(CA/P)**
- 12. Previous Approvals. Permittee shall abide and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit. **(P)**
- 13. Indemnification. To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the project, including but not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related

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

14. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Zoning Code. **(P)**
15. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable.
16. Permittee shall develop the approved project in conformance with the approved plans approved by the Planning Commission on October 25, 2023, in accordance with these Conditions of Approval. **(P)**
Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, Permittee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**
17. Response to Conditions of Approval. Permittee shall provide a written response to comments upon submittal for building permit application. The responses should clearly indicate how each condition of approval has been addressed in the plans and shall note the appropriate plan sheet. **(P)**
18. Prior to the issuance of a building permit, the owner or designee shall include within the four first pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the project. **(P)**
19. Streets shall be designed to generally follow the contours and land form in order to minimize cut and fill. Exposed walls and facing roadways and retaining walls shall be no greater than six feet in height. Crib walls fencing roadways shall be no greater than 15 feet in height. **(P)**
20. Landscaping coverage and stabilization of graded slopes shall be selected and designed to be compatible with surrounding natural vegetation or to replace removed natural vegetation and should recognize climatic, soil, and ecologic characteristic of the region. Plan materials that require excessive water after becoming established should be avoided. **(P)**
21. Trees which have a six inch or greater diameter trunk size at a point three feet above grade may not be removed without obtaining prior approval from the City. The location of all such trees shall be shown on all plans submitted for approval. The Planning Commission, upon review of an "S" Zone application approval, shall have the power to authorize removal, relocation or replacement if the Permittee can show that such requirement is unreasonable as applied to the particular property. If the removal is permitted, the replacement of any trees removed pursuant to this section shall be at a five to one (5:1) ratio. **(P)**

22. The proposed home is located east of the Crestline and is subject to a maximum height of 1.5 stories or 26 feet. **(P)**
23. Within six months, or such other period established by the Planning Commission, after the commencement of grading activities, all graded areas not covered by an impervious surface shall be stabilized in such manner as shall be approved by the Community Development Manager. **(P)**
24. Where two cut-or-fill slopes intersect, the intersection shall be horizontally rounded and blended. **(P)**
25. Where any cut-or-fill slopes intersect the natural grade, the intersection of each slope shall be vertically and/or horizontally rounded and blended. **(P)**
26. Fees: Upon reviewing Exhibit B from the Subdivision Improvement Agreement, it appears that a number of fees were deferred to be paid before building permit issuance. Those fees are listed here:
 - a. Prior to the final (occupancy) of each building, a cash fee (\$1333.00/per dwelling unit) to cover the development pf park and recreations areas shall be collected by the City for the granting of the PUD.
27. Prior to Building Permit Issuance, the applicant must demonstrate proof in accordance with “Special Conditions – P.U.D. No. 68 and Vesting Tentative Map “Countryside Estates,” that the development at “ADDRESS OF DEVELOPMENT” will be serviced by a fire hydrant that meets the minimum water demand of 1,500 hydrant fire flow to the satisfaction of the Deputy Fire Chief, or his designee. **(P)**

Fire Department

28. The project/development shall comply with the requirements of the Fire Department and the California Fire Code, as outlined, as may be amended by the City of Milpitas. Changes to the site plan and/or internal circulation shall be reviewed and approved by the Fire Department. **(F)**
29. 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 102.10
30. Fire Department Access. Sheets A-1.0C shows an acceptable Fire Dept. apparatus access. Fire apparatus access roads shall be provided for every building hereafter constructed when any portion of an exterior wall of the first story is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building. Fire apparatus access shall meet the following:
 - a. Fire apparatus access shall extend to within 150 feet of all portions of exterior walls of the building/structure per the California Fire Code Section 503.1.
 - b. The private road shall be designed for fire apparatus access. Fire Access Dimensions, fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096mm). CFC Section 503.2.1 Exception:
Milpitas Municipal Code XI-10-45.11
45.11-1 Privately owned and maintained access from the public road to each single-family dwelling shall be a minimum of fourteen (14) feet in width. Turning radius shall be designed to meet the Fire Department’s requirements.

45.11-2 Turnout space shall be provided on driveways over one hundred fifty (150) feet in length with

a maximum spacing of one hundred fifty (150) feet if driveway is less than eighteen (18) feet wide.

45.11-3 Turnaround. All dwelling units shall provide an on-site area for vehicles to turn around if served by a driveway over one hundred fifty (150) feet in length to meet Fire Department's requirements.

45.11-4 Vertical Clearance. All privately owned and maintained roads and drives shall assure a minimum fourteen (14) foot vertical clearance.

- c. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather capabilities. Bearing capacity for the driveway and the entry drive court shall be designed to provide a minimum of 60,000 lbs. bearing capacity for the fire apparatus. CFC Section 503.2.3
 - d. When there is a dead-end condition, means for fire apparatus turn-around shall be provided as per the CA Fire Code Section 503.2.5. The Fire Department reserves the right to request site design changes as needed to meet the requirements of the CFC, and/or make the request for additional fire protection measures in conformance with the CFC Section 102.9.
 - e. The grade (maximum 10%) of the fire apparatus access road shall be within the limits established by the fire code official based on the fire department's apparatus. CFC Section 503.2.7.
 - f. Electric gates. Where provided, gates shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200. CA Fire Code Section 503.5
Electric gates shall also be provided with a Milpitas Fire Department approved "Knox" electronic switch in addition to the keypad. CA Fire Code Section 102.9
31. Premises identification. New and existing buildings shall have approved address numbers. Address numbers shall be illuminated and located where they are clearly visible from the street. CFC Section 505.
32. Water supply requirements. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 meters) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official. CFC Section 507.5.1
- Exception: For Group R-3 and Group U occupancies, equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, the distance requirement shall be not more than 600 feet.
33. Sprinkler system supervision and alarms, and monitoring. It is recommended that due to the location of the home (hillside) the automatic fire sprinkler system for this home be a system that has supervision and alarm, and monitoring system in conformance to the CA Fire Code Section 903.4.

Building Department

34. **Compliance with Building Code of Regulations.** The Project shall comply with the requirements of the Building Safety and Housing Department and the California Code of Regulations Title 24 and the Milpitas Municipal Code as adopted by the City. Building permits shall be submitted to and approved by the Building Safety and Housing Department prior to start of construction. All California Code of Regulations Title 24 and Milpitas Municipal Code requirements applicable at the time of building permit application must be met in advance of any building permit approvals or related construction. Changes to the site plan and/or building plan require review and approval by the Building Safety and Housing Department. **(B)**

Engineering Department

PRIOR TO CONSTRUCTION PLAN SUBMITTALS

*The following conditions shall be met **prior to** any detailed construction plan check submittals (Building or Engineering, except demolition and rough grade plans), unless otherwise approved by the Director of Engineering/City Engineer. City reserves the right to reject any plan check submittal if any of the following conditions are not met. **(E)***

35. **Modifications:** The Site Development Plan dated September 1, 2023 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.
36. **Stormwater Control Plan:** Permittee shall submit City approved final Stormwater Control Plan (SWCP) that complies with the latest Municipal Regional Stormwater NPDES Permit, including Low Impact Development (LID) Section C3.c.i.(2)(b) measures for harvesting and reuse, infiltration, or evapo-transpiration, for City's review and approval by the Engineering Department.
37. **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.
38. **Project Job Account/Fee Deposit:** Permittee shall open a new PJ account as a deposit to cover the costs for Engineering Department's services for review and inspection of the project. The amount shall be determined based on the approved City fee schedule at the time of application submittal.

PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE

*The following conditions shall be addressed as part of the off-site improvement plan review and shall be met **prior to** encroachment permit issuance, unless otherwise approved by the Director of Engineering/City Engineer. **(E)***

39. **Public Improvement Design Standards:** All public improvements shall be designed and constructed in accordance with all applicable public improvement design standards, including but not limited to:
- a. Milpitas Design Guidelines: (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/>);
 - b. Standard details and specifications: (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications/>);
 - c. Americans with Disabilities Act (ADA) requirements, where applicable.
40. **Sanitary Sewer Calculations:** Permittee shall submit a completed "Sewer Needs Questionnaire" form and sanitary sewer calculations to justify lateral size design, allocation of discharge for each of the lateral, and

impact to the existing main. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.

41. Storm Drain Design: Permittee shall submit storm drain hydrology and hydraulic calculations based upon a 10-year storm event to justify the size of the storm drain lateral flowing full, without surcharging the main line pipe, and to be reviewed and approved by the Engineering Department.
42. Domestic Water and Fire Service Calculations: Permittee shall submit potable water and fire service calculations to confirm adequacy of lateral size, pressure and flow, to be reviewed and approved by the Engineering Department and Fire Department. Hydraulic modeling analysis by the City and paid by the Permittee may be required as needed. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.
43. Specific Improvements: In addition to standard public improvements required under Milpitas Municipal Code (MMC) Title XI, Chapter 1, Section 7, Permittee shall install other specific improvements listed below including incidental improvements as required by the City as part of the encroachment permit.
44. Relocation and Adjustment of Existing Public Utilities: Permittee shall relocate and/or adjust existing public utilities as needed that are in conflict with the proposed improvements.
45. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.
46. Encroachment Permit: Prior to any work in the public right-of-way and/or public easement, obtain an encroachment permit with insurance requirements for all public improvements including a traffic control plan per the latest California Manual on Uniform Traffic Control Devices (MUTCD) standards to be reviewed and approved by the Engineering Department.

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)*

47. Water Supply and Force Majeure: The City reserves the right to suspend the issuance of building permits in case of an emergency declaration of water supply in the case of a major catastrophic event that restricts City's assurance to provide water supply.
48. 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.
49. Private utilities shall run within their recorded easements.
50. Fees: Upon reviewing Exhibit B from the Subdivision Improvement Agreement, it appears that a number of fees were deferred to be paid before building permit issuance. Those fees are listed here, as well as additional fees that may apply:

Exhibit B fees:

- a. Hillside water reimbursement fee: \$8,550
- b. Treatment Plant Fee: \$880 per dwelling

c. Cost of meter purchases: these were listed in Exhibit B, but the City no longer collects those. Instead we have the customer order the meters through our supplier and pay the supplier directly.

Other Fees

d. Sewer connection fee: \$1,908 single family parcel (separate from Treatment Plant fee)

51. Mailboxes: The Permittee shall coordinate with US Postal Services regarding placement of required mailboxes. Mailbox location shall not be on public street frontages and shall be approved by City and US Postal Services prior to building permit issuance. Mailbox locations shall be shown on the improvement plans and Permittee shall submit a letter to the City's Land Development Engineering Section from the Postmaster approving the location of the mailbox. Structures to protect mailboxes may require Building, Engineering and Planning Department review.

DURING CONSTRUCTION

*The following conditions shall be complied with at all times **during** the construction phase of the project, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

52. Dewatering: If dewatering is needed during construction, Permittee shall obtain a Short-Term Industrial Wastewater Permit from the San Jose/Santa Clara Water Pollution Control Plant for discharging the groundwater to a sanitary sewer system.

53. 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.

54. 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.

55. Water Shut-down Plan: Permittee shall provide a water shut-down plan at least seven days in advance of the shut-down in coordination with the Engineering Inspector and notify affected property owners/tenants when cut-in tee(s) is/are required.

PRIOR TO FIRST OCCUPANCY

*The following conditions shall be met **prior to** first building occupancy on either lot, unless otherwise approved the Director of Engineering/City Engineer.*

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

57. Record Drawings: Permittee shall submit record drawings in Full size hard copy, AutoCAD, Tiff, and PDF formats for City records. Record drawings shall include all public improvements. Additionally, if the project uses recycled water, the permittee shall also submit record drawings of on-site irrigation facilities.

58. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit.

(P) = Planning (B) = Building

(E) = Engineering (F) = Fire Prevention (CA) = City Attorney

NOTICE OF RIGHT TO PROTEST

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

AGREEMENT

Permittee/Property Owner

The undersigned agrees to each and every condition of approval and acknowledges the NOTICE OF RIGHT TO PROTEST and hereby agrees to use the project property on the terms and conditions set forth in this Permit.

Dated: Oct-30-2023

DocuSigned by:
Eugene Sakai, Studio S Squared Architecture, Inc.
16DB775D5C39451...
Signature of Permittee

Certificate Of Completion

Envelope Id: B14A4F9148CD4C7988BA9FFDD374A1C9
 Subject: Complete with DocuSign: Reso No 22-015 for DocuSign.pdf
 Source Envelope:
 Document Pages: 17
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Liz Medina
 455 E Calaveras Blvd
 Milpitas, CA 95035
 emedina@milpitas.gov
 IP Address: 76.21.120.13

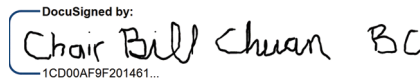
Record Tracking

Status: Original October 30, 2023 11:46	Holder: Liz Medina emedina@milpitas.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Milpitas	Location: DocuSign

Signer Events

Chair Bill Chuan
 bill_chuan@yahoo.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 1CD00AF9F201461...

Timestamp

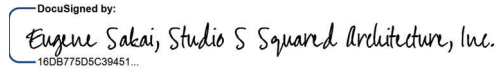
Sent: October 30, 2023 | 11:49
 Viewed: October 30, 2023 | 12:07
 Signed: October 30, 2023 | 12:07

Signature Adoption: Drawn on Device
 Using IP Address: 67.188.2.13
 Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: October 30, 2023 | 12:07
 ID: d3fc4ee7-c325-4e00-b802-0c49bb77775b

Eugene Sakai, Studio S Squared Architecture, Inc.
 esakai@studios2arch.com
 CEO
 Studio S Squared Architecture, Inc.
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 16DB775D5C39451...

Sent: October 30, 2023 | 12:07
 Viewed: October 30, 2023 | 13:21
 Signed: October 30, 2023 | 13:23

Signature Adoption: Pre-selected Style
 Using IP Address: 173.11.78.214

Electronic Record and Signature Disclosure:

Accepted: October 30, 2023 | 13:21
 ID: 688d1780-999b-4a6a-9ffb-9d22fc25a95c

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**

Liz Medina
 emedina@milpitas.gov
 Administrative Assistant
 City of Milpitas
 Security Level: Email, Account Authentication (None)

COPIED

Sent: October 30, 2023 | 13:23
 Resent: October 30, 2023 | 13:23

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Randy Baez rbaez@milpitas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: October 30, 2023 13:23 Viewed: October 30, 2023 15:08

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	October 30, 2023 11:49
Certified Delivered	Security Checked	October 30, 2023 13:21
Signing Complete	Security Checked	October 30, 2023 13:23
Completed	Security Checked	October 30, 2023 13:23

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

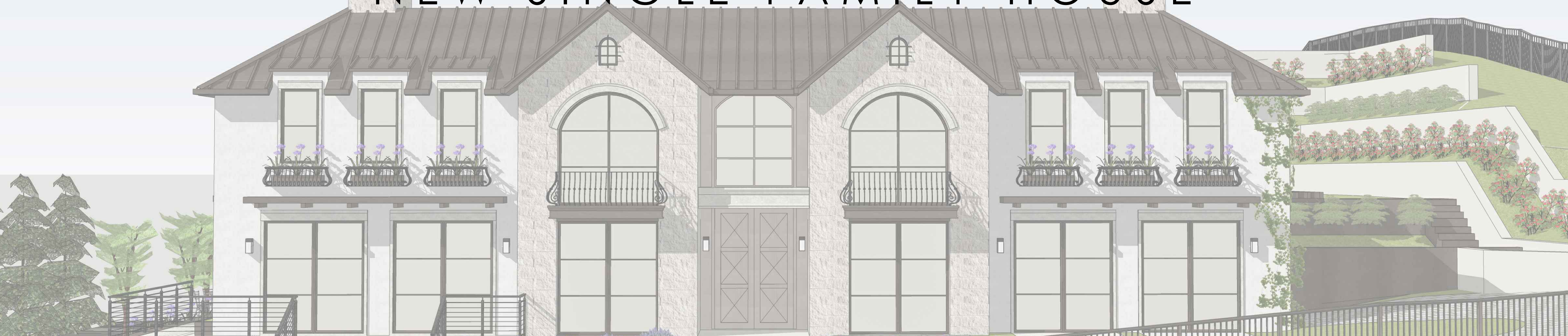
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future 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.

TRAN-NGUYEN RESIDENCE

NEW SINGLE FAMILY HOUSE



1321 TERRA VISTA COURT, MILPITAS



Tran-Nguyen Residence
NEW SINGLE FAMILY HOUSE

Milpitas, 1321 Terra Vista Court

Hue Tran Vu Nguyen



© STUDIO S SQUARED ARCHITECTURE, INC.

SITE

Bay View Golf Club

Highway 101

Highway 880

California Ave

El Camino Real

N. Hillview Dr

N. Park Victoria Dr

Diamond Group Builders, Inc.

Aqua Fresh Plumbing

BK Notary Services

International New Wave Ministries

Rhodes Stitches

The Milpitas Mosque - Baitul Baseer

Retro Rewind

Silicon Valley Golf Performance Center

OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA

BOOK 29 PAGE 7

1" = 200'

LOT 1
15.872 AC

LOT 2
1.384 AC

LOT 3
1.004 AC

LOT 4
1.004 AC

LOT 5
1.004 AC

LOT 6
1.653 AC

LOT 7
1.004 AC

LOT 8
1.004 AC

LOT 9
1.004 AC

LOT 10
1.004 AC

LOT 11
1.004 AC

LOT 12
1.004 AC

LOT 13
1.004 AC

LOT 14
1.004 AC

LOT 15
1.004 AC

LOT 16
1.004 AC

LOT 17
1.004 AC

LOT 18
1.004 AC

LOT 19
1.004 AC

LOT 20
1.004 AC

LOT 21
1.004 AC

LOT 22
1.004 AC

LOT 23
1.004 AC

LOT 24
1.004 AC

LOT 25
1.004 AC

LOT 26
1.004 AC

LOT 27
1.004 AC

LOT 28
1.004 AC

LOT 29
1.004 AC

LOT 30
1.004 AC

LOT 31
1.004 AC

LOT 32
1.004 AC

LOT 33
1.004 AC

LOT 34
1.004 AC

LOT 35
1.004 AC

LOT 36
1.004 AC

LOT 37
1.004 AC

LOT 38
1.004 AC

LOT 39
1.004 AC

LOT 40
1.004 AC

LOT 41
1.004 AC

LOT 42
1.004 AC

LOT 43
1.004 AC

LOT 44
1.004 AC

LOT 45
1.004 AC

LOT 46
1.004 AC

LOT 47
1.004 AC

LOT 48
1.004 AC

LOT 49
1.004 AC

LOT 50
1.004 AC

LOT 51
1.004 AC

LOT 52
1.004 AC

LOT 53
1.004 AC

LOT 54
1.004 AC

LOT 55
1.004 AC

LOT 56
1.004 AC

LOT 57
1.004 AC

LOT 58
1.004 AC

LOT 59
1.004 AC

LOT 60
1.004 AC

LOT 61
1.004 AC

LOT 62
1.004 AC

LOT 63
1.004 AC

LOT 64
1.004 AC

LOT 65
1.004 AC

LOT 66
1.004 AC

LOT 67
1.004 AC

LOT 68
1.004 AC

LOT 69
1.004 AC

LOT 70
1.004 AC

LOT 71
1.004 AC

LOT 72
1.004 AC

LOT 73
1.004 AC

LOT 74
1.004 AC

LOT 75
1.004 AC

LOT 76
1.004 AC

LOT 77
1.004 AC

LOT 78
1.004 AC

LOT 79
1.004 AC

LOT 80
1.004 AC

LOT 81
1.004 AC

LOT 82
1.004 AC

LOT 83
1.004 AC

LOT 84
1.004 AC

LOT 85
1.004 AC

LOT 86
1.004 AC

LOT 87
1.004 AC

LOT 88
1.004 AC

LOT 89
1.004 AC

LOT 90
1.004 AC

LOT 91
1.004 AC

LOT 92
1.004 AC

LOT 93
1.004 AC

LOT 94
1.004 AC

LOT 95
1.004 AC

LOT 96
1.004 AC

LOT 97
1.004 AC

LOT 98
1.004 AC

LOT 99
1.004 AC

LOT 100
1.004 AC

COMMON AREA
0.1900 AC

COMMON AREA
0.1900 AC

TERRA VISTA (PIV.) COURT

COUNTRY-CLUB-DRIVE

COUNTRYSIDE (PIV.) COURT

TRACT No. 8652
COUNTRYSIDE ESTATES
754-M-55

SITE

San Jose, Map 175111

LAWRENCE E. STONE - ASSESSOR
CARRIE ANN B. STONE - SUPERVISOR
CARRIE ANN B. STONE, No. 007
Effective April 10, 2003-2007

BUILD NEW TWO STORY, 5 BR AND 5.5 BA SINGLE FAMILY RESIDENCE WITH 4,928.53 LIVING S.F., 804.93 S.F. GARAGE, 799.22 S.F. PORCH AREA AND 796.79 S.F. 1BR AND 1BA ADU.
TOTAL LIVING AREA INCLUDING ADU IS 5,725.32 S.F.

Assessor's Parcel No.	029-07-012
Zoning:	Single Family Residential-Hillside (R1-H)
Jurisdiction:	Milpitas
Type of Construction:	TYPE V-B, SPRINKLERED
Building Occ. Groups:	R-3/U (SINGLE FAMILY RESIDENTIAL)
Required Property Setbacks (1st / 2nd):	
Front	25'-0"
Rear	40'-0"
Right Side	40'-0"
Left Side	40'-0"
Proposed Property Setbacks (1st / 2nd):	
Front	55'-7"
Rear	127'-7 1/2"
Right Side	50'-8 1/2"
Left Side	44'-11"
Max. Allowed Building Height:	27'-0"
Proposed Building Height	26'-10 1/2"
Lot Area:	45,781.0
Total New First Floor Living Area	1,383.73
Total New Second Floor Living Area	3,544.80
Total Garage Area	804.93
Total Floor Area	4,928.53
Allowable Floor Area	6,000.00
Total New ADU Area	776.75
Grand Total	5,725.32
Lot Area:	45,781.00
Total New First Floor Living Area	1,383.73
Total Garage Area	804.93
Total Porches Counted Towards Lot Coverage	799.20
Total Proposed Lot Coverage	2,987.86
Total New ADU Area	776.75
Added Area Allowed for the vertical circulation for ADU (Not Counted Towards FAR)	166.46
Grand Total Lot Coverage	3,951.13
Total Porch Coverage	799.20
Allowable Impervious Surface Coverage	8,000.00
Provided Impervious Surface Coverage	7,339.00
PARKING SUMMARY	
Number of bedroom:	6
*Including Office per Section XI-10-2.03	
Require off-street parking spaces:	6
Proposed number of parking spaces in garage:	3
Proposed number of uncovered parking spaces:	3
Total number of proposed parking spaces:	6

AUTOMATIC FIRE SPRINKLERS FOR NEW HOMES 5.1.1. AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM (NFPA 13D MINIMUM) SHALL BE PROVIDED FOR THE HOME (LIVING SPACE, GARAGE, OUTDOOR SPACES ATTACHED TO THE HOME, ETC). CALIFORNIA FIRE CODE SECTION 903.2, AMENDED BY MILPITAS MUNICIPAL CODE **V-300-2.62**

1. FIRE SPRINKLERS IN ACCORDANCE WITH NFPA 13D AND STATE AND LOCAL REQUIREMENTS—NOTE THAT PER CRC 313.3.7, A SIGN OR VALVE TAG SHALL BE INSTALLED AT THE MAIN SHUTOFF VALVE TO THE WATER DISTRIBUTION SYSTEM STATING THE FOLLOWING: "WARNING, THE WATER SYSTEM FOR THIS HOME SUPPLIES FIRE SPRINKLERS THAT REQUIRE CERTAIN FLOWS AND PRESSURES TO FIGHT A FIRE. DEVICES THAT RESTRICT THE FLOW OR DECREASE THE PRESSURE OR AUTOMATICALLY SHUT OFF THE WATER TO THE FIRE SPRINKLER SYSTEM, SUCH AS WATER SOFTENERS, FILTRATION SYSTEMS AND AUTOMATIC SHUTOFF VALVES, SHALL NOT BE ADDED TO THIS SYSTEM WITHOUT A REVIEW OF THE FIRE SPRINKLER SYSTEM BY A FIRE PROTECTION SPECIALIST. DO NOT REMOVE THIS SIGN"
2. STAIR GUARDRAIL SHOP DRAWINGS SIGNED AND STAMPED BY ENGINEER TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW AND APPROVAL—NOTE THAT SHOP DRAWINGS TO DEMONSTRATE GUARDRAIL DESIGN IS ADEQUATE TO SUPPORT A SINGLE CONCENTRATED 200 POUND LOAD APPLIED IN ANY DIRECTION AT ANY POINT ALONG THE TOP OF THE RAIL PER CRC TABLE 301.5 AND 301.5 FOOTNOTE D
3. SOLAR PHOTOVOLTAIC SYSTEM TO BE UNDER A SEPARATE PERMIT

THE FOLLOWING ARE REQUIRED TO BE SUBMITTED TO THE ARCHITECT FOR APPROVAL/REVIEW:

1. WINDOW/DOOR PACKAGE
2. CABINET SHOP DRAWINGS AND FINISH SAMPLES
3. MECHANICAL DUCTING PLAN
4. STAIR AND RAIL SHOP DRAWINGS
5. MISC. STEEL SHOP DRAWINGS

NOTE: SEE STRUCTURAL PLANS FOR ADDITIONAL REQUIRED SUBMITTALS FOR SHOP DRAWINGS, ETC.

1. LICENSE NUMBER
2. INSURANCE AND WORKER'S COMP POLICIES
3. CONSTRUCTION STAGING PLAN
4. CONSTRUCTION WASTE MANAGEMENT PLAN IN ACCORDANCE WITH CALGREEN 4.408.2

APPLICABLE CODES (with City of Milpitas Amendments)

- 2019 CALIFORNIA ADMINISTRATIVE CODE, CAC
- 2019 CALIFORNIA BUILDING CODE, CBC
- 2019 CALIFORNIA RESIDENTIAL BUILDING CODE, CRC
- 2019 CALIFORNIA ELECTRICAL CODE, CEC
- 2019 CALIFORNIA MECHANICAL CODE, CMC
- 2019 CALIFORNIA PLUMBING CODE, CPC
- 2019 CALIFORNIA ENERGY CODE, CEnC
- 2019 CALIFORNIA HISTORICAL CODE, CHC
- 2019 CALIFORNIA FIRE CODE, CFC
- 2019 CALIFORNIA EXISTING BUILDING CODE
- 2019 CALIFORNIA GREEN BUILDING STANDARDS
- 2019 CALIFORNIA REFERENCED STANDARDS
- SANTA CLARA COUNTY STANDARD DETAIL AND SPECIFICATION SI-7 FOR CONSTRUCTION SITE SAFETY

<u>ARCHITECTURAL</u>	
A0.0	COVER SHEET
A0.2	FLOOR AREA CALCULATIONS
A0.3	MAP WITH VIEWPOINTS LOCATION
A0.4	SITE SECTIONS
A0.5	VIEW STUDIES
A1.0a	SITE PLAN
A1.0b	SITE PLAN
A1.0c	FIRE DEPARTMENT ACCESS SITE PLAN
A2.1a	BASEMENT / 1ST FLOOR PLAN
A2.1b	2ND FLOOR PLAN
A2.2	ROOF PLAN
A3.0a	EXTERIOR ELEVATIONS
A3.0b	EXTERIOR ELEVATIONS
A3.1	EXTERIOR PERSPECTIVES
A3.2	EXTERIOR PERSPECTIVES
A5.0	SECTIONS
A5.1	SECTIONS
<u>CIVIL</u>	
SU1	TOPOGRAPHIC SURVEY
SL-1	AVERAGE LOT SLOPE EXHIBIT
SL-2	AVERAGE LOT SLOPE EXHIBIT (25' OFFSET STUDY AREA)
C-1.0	TITLE SHEET
C-2.0	GRADING AND DRAINAGE - BASEMENT LEVEL
C-2.1	GRADING AND DRAINAGE - MAIN LEVEL
C-2.2	GRADING AND DRAINAGE - SECTION AA
C-2.3	GRADING AND DRAINAGE - SECTION BB
C-2.4	DRIVEWAY PROFILE - FRONT
C-2.5	DRIVEWAY PROFILE - SIDE
C-3.0	UTILITY PLAN
C-4.0	DETAILS
C-4.1	DETAILS
C-5.0	GRADING SPECIFICATIONS
ER-1	EROSION CONTROL PLAN
ER-2	EROSION CONTROL DETAILS
EX-1	SITE GRADING EXHIBIT
<u>LANDSCAPE</u>	
L1.0	LANDSCAPE PLANTING PLAN
L2.0	IRRIGATION PLAN
L6.0a-d	LANDSCAPE LIGHTING PLAN

OWNER
Hue Tran, Vu Nguyen
393 Los Coches Street
Milpitas, California 95035
email: vtn2000@gmail.com

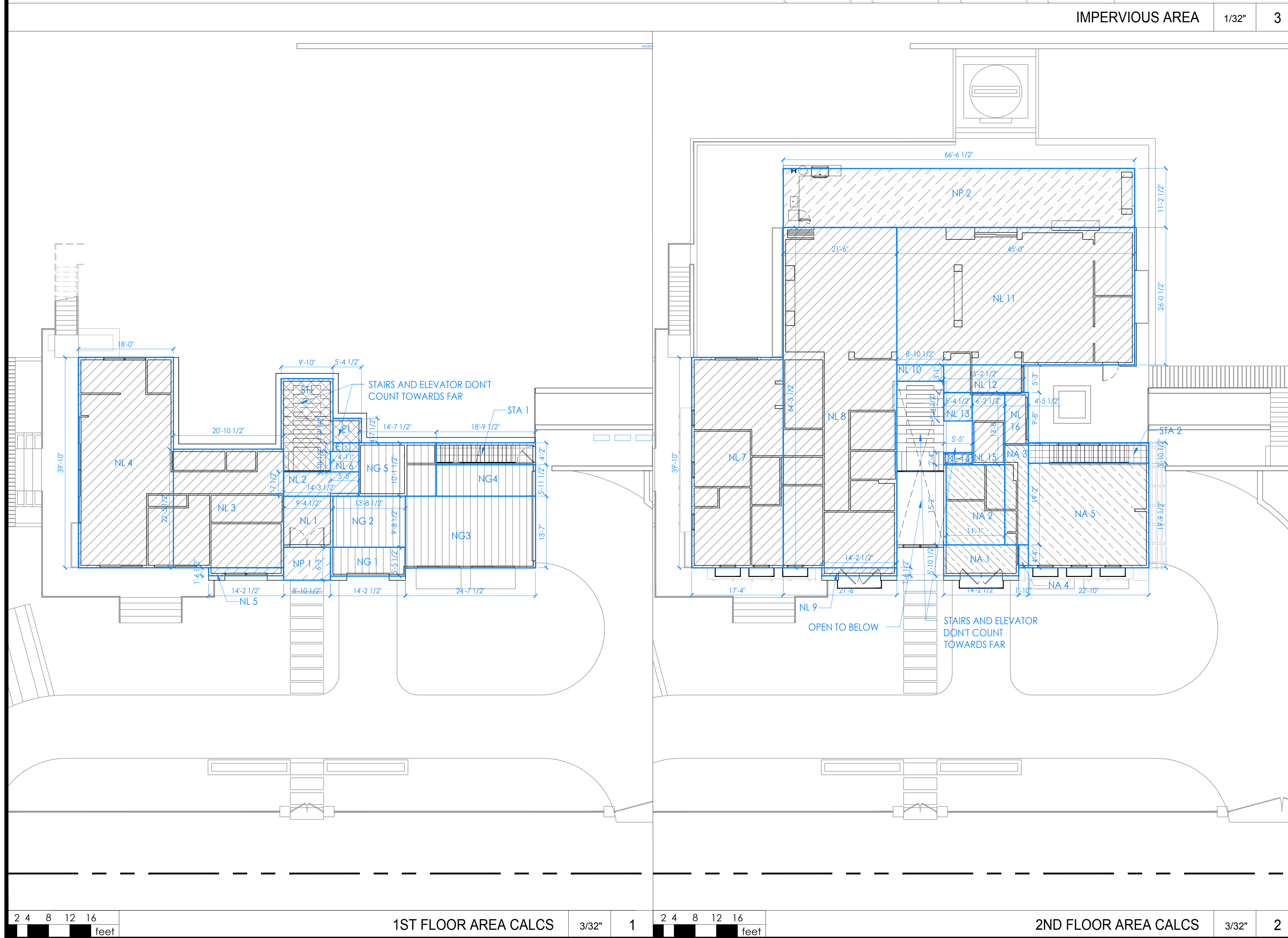
ARCHITECT
Studio S Squared Architecture, Inc.
1000 S Winchester Blvd
San Jose, CA 95128
attn: Isabeau Guglielmo
email: lsabeau@StudioS2arch.com

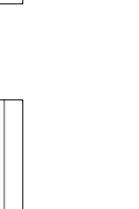
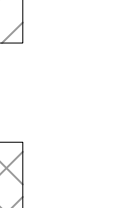
GEOTECHNICAL ENGINEER
Romig Engineers, Inc.
attn: Lucas Oftoboni
ph: 650 591 5224
email: lucas@romigengineers.com

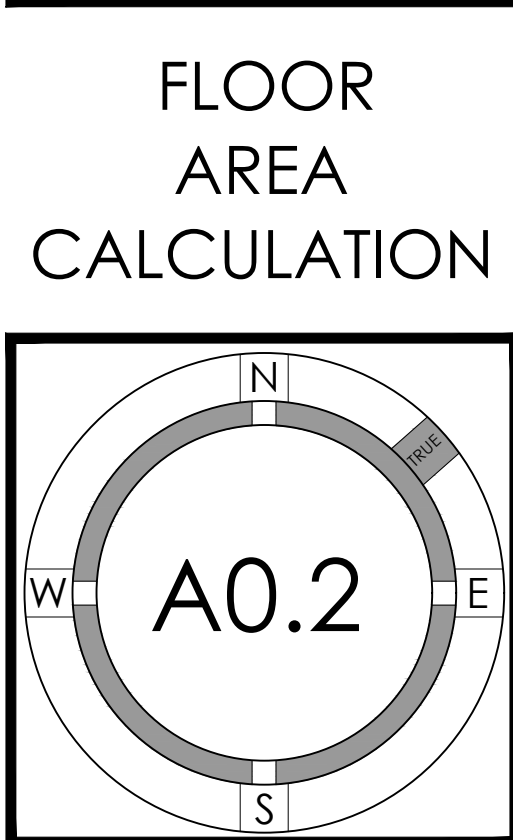
CIVIL ENGINEER
Lea & Braze Engineering, Inc
attn: Pete Carlino
ph: 408 318 7863
email: pcarlino@leabraze.com

LANDSCAPE ARCHITECT
Studio S Squared Architecture, Inc.
1000 S Winchester Blvd
San Jose, CA 95128
attn: Greg Ing
email: greg@studios2arch.com

STRUCTURAL
DP Advanced Engineering Inc.
3381 Walnut Blvd, Ste. 220,
Brentwood, CA 94513
attn: Scott Kaeding
ph: (925) 516-3502
email: sk@advengineering.com



	NL# = NEW LIVING AREA
	NG# = NEW GARAGE AREA
	NA# = NEW ADU AREA
	NP# = NEW PATIO/PORCH AREA (NOT COUNTED TOWARDS FAR, COUNTS TOWARD LOT COVERAGE)
	ST# = STAIRWAY (DOES NOT COUNT AS FAR)
FLOOR AREA LEGEND	
-	-





1000 S. Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

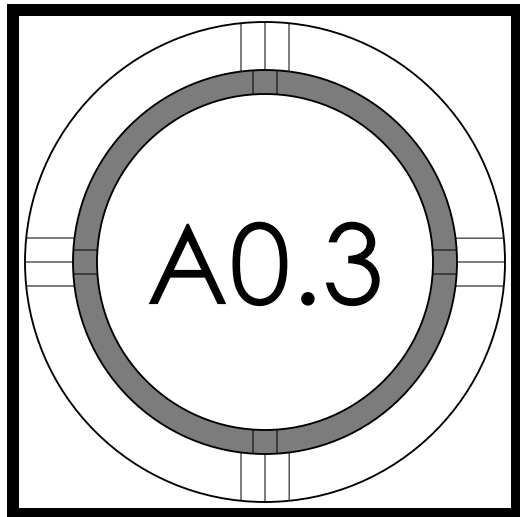
21036 TRAN-NUYEN
RESIDENCE
NEW SINGLE FAMILY RESIDENCE
1321 TERRA VISTA CT, MILPITAS, CA

BLANK

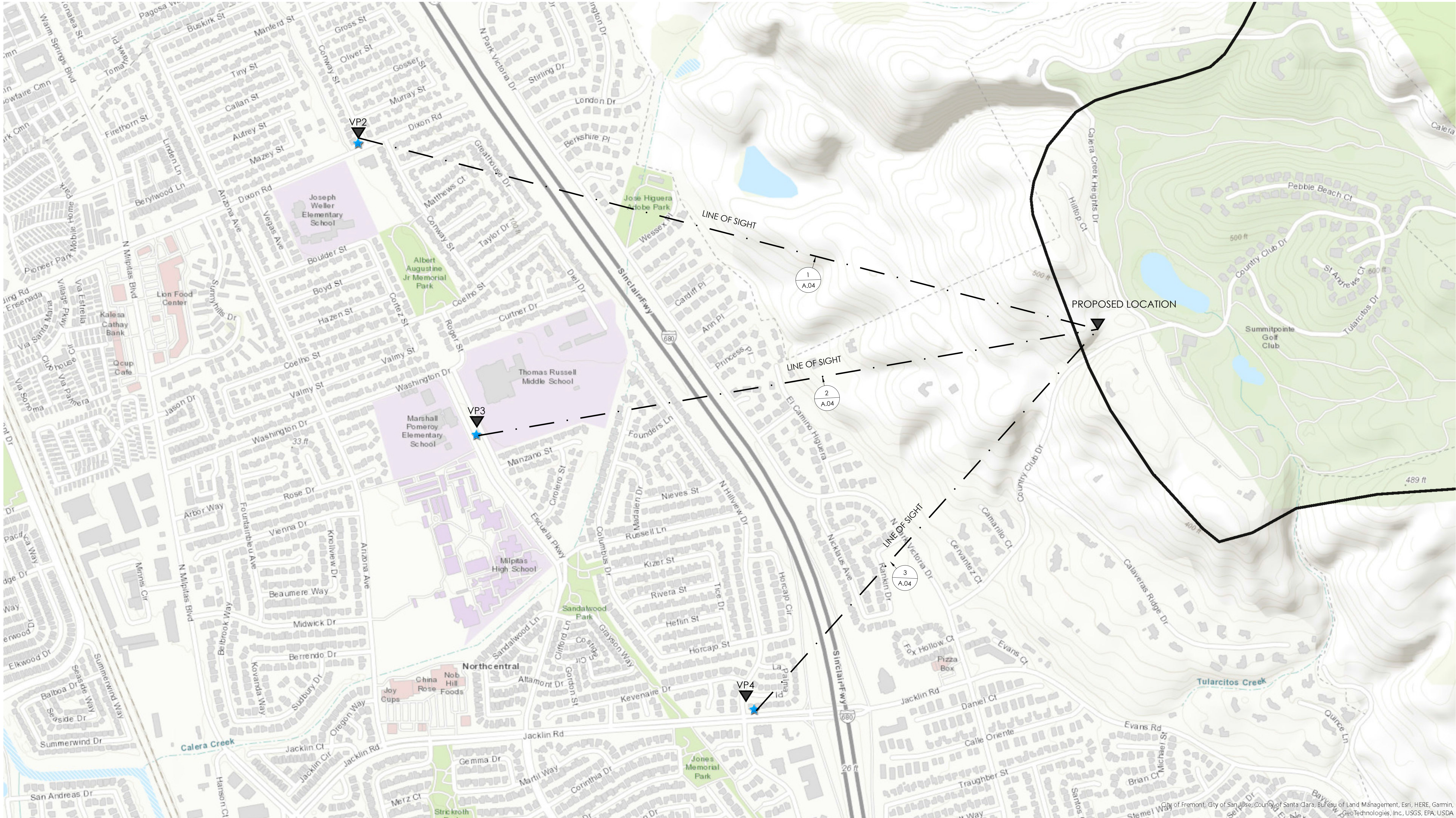


PROJECT NO.	REGION	DATE	DESCRIPTION	DRAWN BY
		2022.11.30	PLANNING DEPARTMENT SUBMITAL	IG / MKA
		2023.04.28	PLANNING DEPARTMENT RESUBMITAL	IG / MKA
		2023.07.20	PLANNING DEPARTMENT RESUBMITAL	IG / MKA
		2023.09.01	PLANNING DEPARTMENT RESUBMITAL	IG / MKA

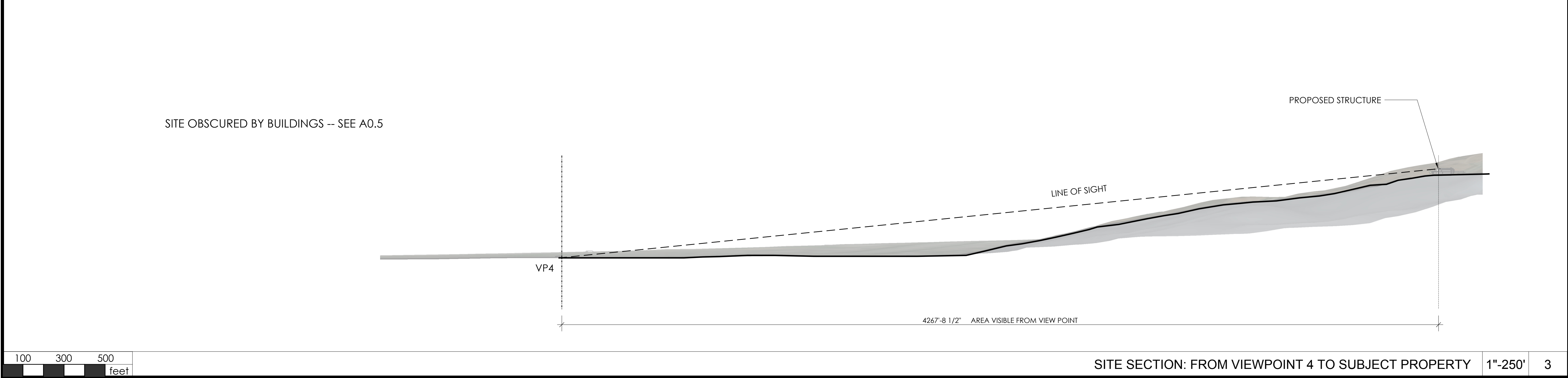
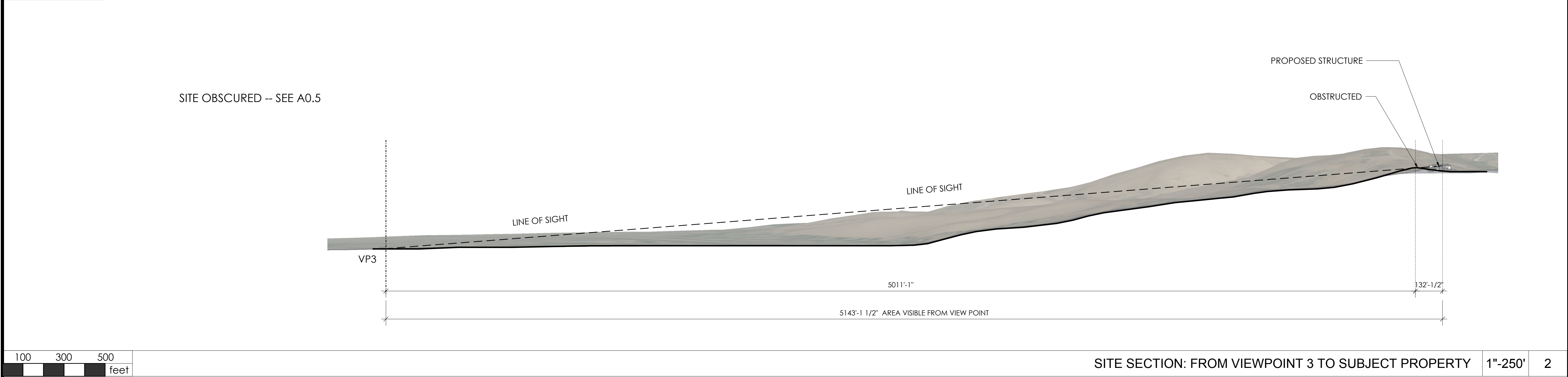
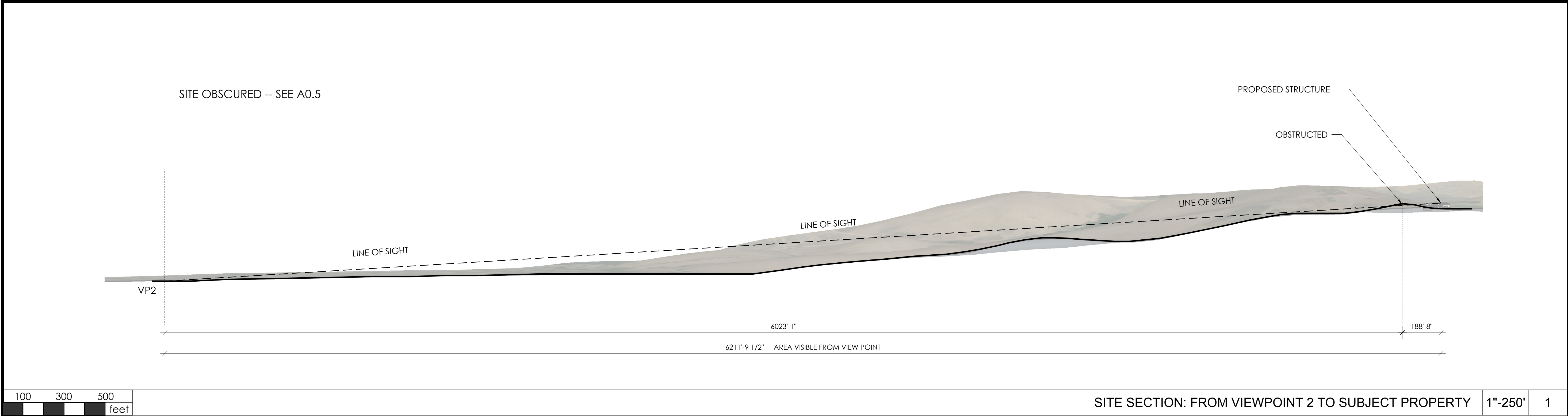
MAP
WITH
VIEWPOINTS
LOCATION



© STUDIO S SQUARED ARCHITECTURE, INC.



MAP WITH VIEWPOINT LOCATION



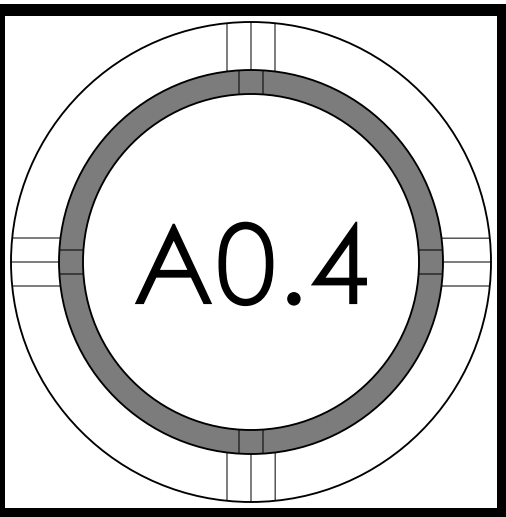
1000 S. Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

21036 TRAN-NUYEN RESIDENCE	NEW SINGLE FAMILY RESIDENCE	
	1321 TERRA VISTA CT, MILPITAS, CA	
		BLANK



PROJECT NO.	REVISION	DATE	DESCRIPTION	DRAWN BY
18-008		2022.11.30	PLANNING DEPARTMENT SUBMITTAL	IG / MKA
		2023.04.28	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
		2023.07.20	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
		2023.09.01	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA

SITE SECTION





CRESLINE VIEWPOINTS



STORY POLES INSTALLED AT SETBACK LINES AND CONTINUED INTO CRESTLINE ZONE OF PROTECTION.



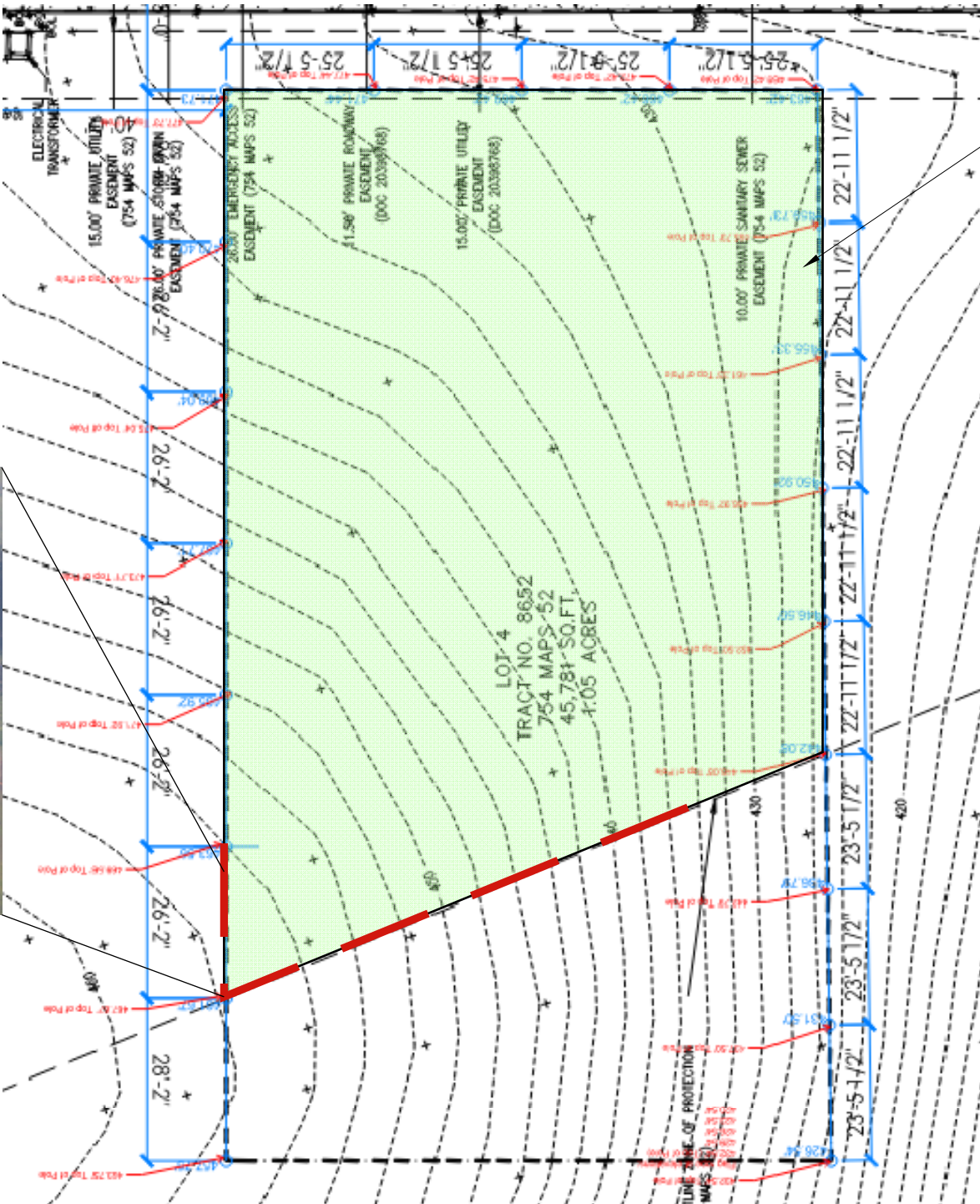
VP4 -- SITE NOT VISIBLE



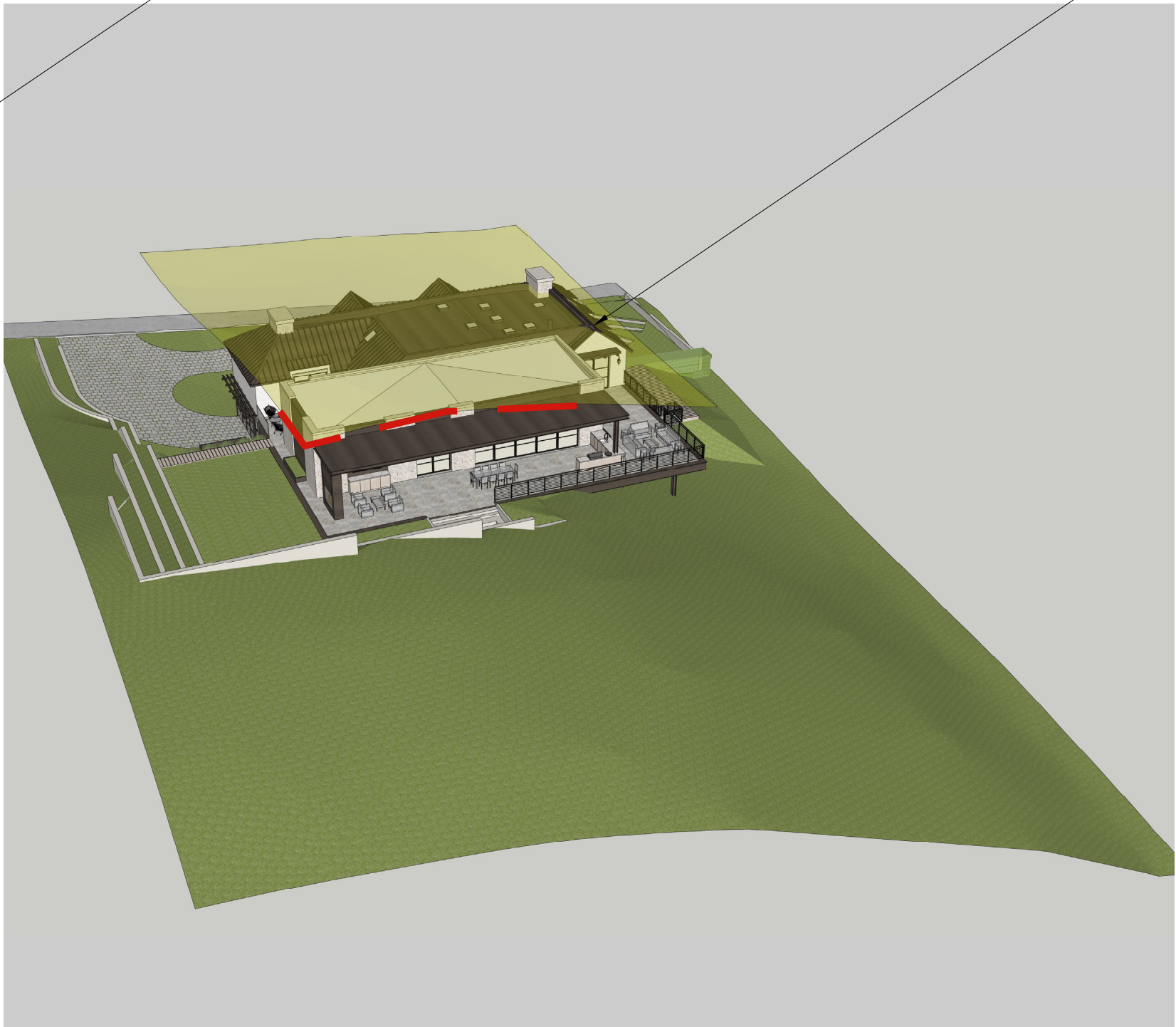
VP3 -- TOP ROW STORY POLES VISIBLE ONLY WITHIN CRESTLINE ZONE OF PROTECTION



VP2 -- SITE NOT VISIBLE



GREEN PLANE REPRESENTS AREA OF THE STORY POLES OUTSIDE OF CRESTLINE RIDGE ZONE



STORY POLES INSTALLED AT SETBACK LINES AND ALONG CRESTLINE ZONE OF PROTECTION TO DETERMINE MAX EXTENTS OF CONSTRUCTION. PROPOSED DEVELOPMENT IS SETBACK CONSIDERABLY FROM WHERE THE STORY POLES WERE INSTALLED. ONLY PORTION OF STORY POLES VISIBLE REPRESENTED BY RED DASHED LINE--HOUSE SETBACK CONSIDERABLY FROM THIS LINE IN ORDER TO NOT BE VISIBLE

MINOR PROTRUSION WELL BEYOND CRESTLINE RIDGE AND NOT VISIBLE FROM VALLEY FLOOR

SUMMARY: WE SET UP STORY POLES ALONG THE SITE SETBACKS (AND INTO THE CRESTLINE) TO GET AN IDEA FOR THE VISIBILITY AT DIFFERENT ELEVATION POINTS FROM THE 3 CLOSEST VIEWPOINTS. THE SITE WAS COMPLETELY HIDDEN FROM 2 OF THE VIEWPOINTS (VP2 AND VP4). THE TOPMOST ROW OF FLAG ROPE WAS ONLY VISIBLE FROM VP3 WITHIN THE CRESTLINE ZONE. ONLY A SMALL CORNER OF THE FLAG ROPE WERE VISIBLE FROM THIS VIEWPOINT AND THESE FLAGS WERE ALONG THE SETBACK LINES AND CRESTLINE. THIS DETERMINED THE LIMITS OF VISIBILITY AND WE SET THE HOUSE BACK CONSIDERABLE FROM THESE SETBACKS AND CRESTLINE. AS A RESULT WE CREATED A 3D PLANE TO REPRESENT THIS TOP ROW OF STORYPOLES IN THE 3D MODEL. SINCE THERE IS ONLY A SLIVER OF THE ROOFING ABOVE THE PLANE AND SETBACK CONSIDERABLY FROM BOTH THE SETBACKS AND CRESTLINE, IT WILL NOT BE VISIBLE FROM ANY OF THE PROTRUSIONS.



1000 S. Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

Tran-Nguyen Residence

NEW SINGLE FAMILY HOUSE

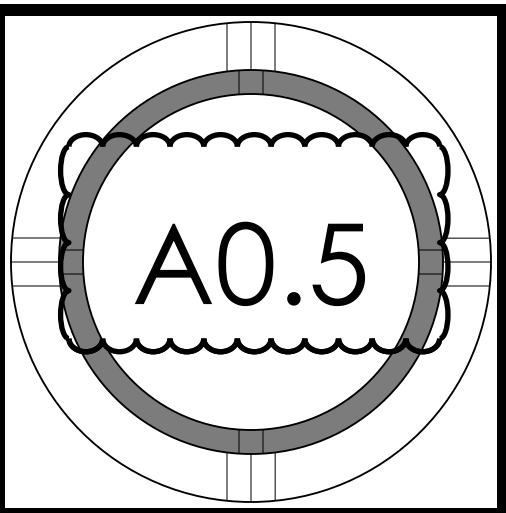
Milpitas, 1321 Terra Vista Court

Hue Tran Vu Nguyen



PROJECT NO.	REVISION	DATE	DESCRIPTION	DRAWN BY
		2022.11.30	PLANNING DEPARTMENT SUBMITTAL	IG / MKA
		2023.04.28	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
		2023.07.20	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
		2023.09.01	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA

VIEW STUDIES





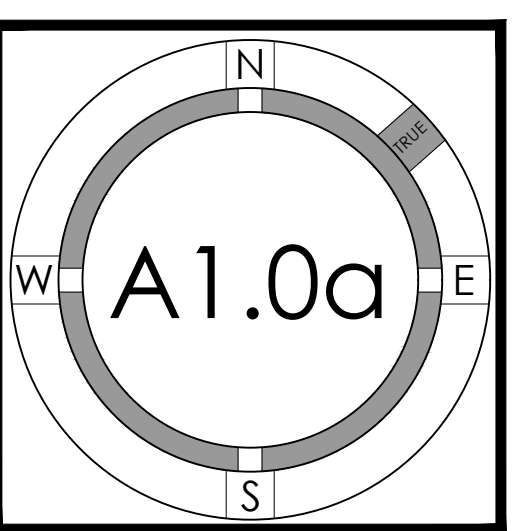
- | PROPOSED TREES (refer to Landscape Plan) | | | | | | |
|--|-------|-------|-------------------------------------|----------------------------------|-------------------------------------|-------------|
| Plant Legend | | | | | | |
| Sym. | Qty. | Size | Botanical Name | Common Name | Comments | Plant Usage |
| | | | N/A (C) | | | |
| Trees | | | | | | |
| AT1 | 24 | 30' | Adelpha Yarrowii | Holly H. Mahoe | On site | Low |
| AT2 | 1 | 30' | Fuq trees | Lowland hybrid Copeya Myrtle | Verify full spec w/ owner | Low |
| UT1 | 24 | 30' | Loganstonia L. Nuttallii | Loganstonia Nuttallii | On site | Low |
| UT2 | 24 | 30' | Brachylaia L. Galtii | Ulla Galtii Copeya Myrtle | On site | Low |
| GC1 | 36 | 30' | Gled. & Swarthii - fruitless | Swarthii Gled. - fruitless multi | Mail tree form. On site | Low |
| T22 | 36 | 30' | Loganstonia laurina Steyerl | Begonia Water Gum | 8' min. planted H. DSI on site | Low |
| Shrubs & Perennials | | | | | | |
| A1 | 1 | 5 gal | Alseodaphne Meyer | Meyer's Alderum | | Med |
| A1 | 5 gal | | Alseodaphne "Trinidad" | Trinidad Ald. off the site | | Med |
| CG | 5 gal | | Convolvulus Copeya ssp | Copeya ssp. Copeya | | Med |
| CV | 5 gal | | Convolvulus tobinensis | David Manning Sage | | Med |
| DV | 5 gal | | Calceola variegata | Variegated orange Lily | | Low |
| L1 | 5 gal | | Lomandra laurifolia | Lily Full Leaf Bush | | Low |
| LA | 5 gal | | Lomandra sp. Lomandra laurifolia | Lily Full Leaf Bush | | Low |
| LP | 5 gal | | Lomandra Plumifolia | Plumifolia Bush off trail | | Low |
| MC | 5 gal | | Lomandra - White flowering | White flowering Lomandra | | Low |
| MC | 5 gal | | Melicope californica | California myrtle | | Low |
| MO | 5 gal | | Mitella Jack Berron | Orange or yellow Mistle flower | | Low |
| NG | 5 gal | | Hemlock - Gulf Stream | Gulf Stream hemlock forest | | Low |
| PG | 5 gal | | Punka granatii on trail | Dwarf Pongamia | | Low |
| R | 1 | | Rose | Shrub Rose | "Downer's rose shrub rose" | Med |
| K2 | 5 gal | | Phoradendron - Mount San Bruno | Climbing rose | "Downer's climbing roses" | Med |
| Rc | 5 gal | | Phoradendron - Mount San Bruno | Downer's bush Calliberry | | Low |
| R1 | 5 gal | | Rhus integrifolia | Lemonbalm | | Low |
| Ru | 5 gal | | Rhus copallina | Log bush | | Low |
| Bo | 5 gal | | Brachylaia ssp. minor | Dwarf f. edoia newborn | | Low |
| S | 5 gal | | Solanum | Azium tree | | Low |
| T1 | 5 gal | | Solanum leucocarpum - Santa Barbara | Santa Barbara Mexican rose | | Low |
| Groundcovers / Tree Tolerant | | | | | | |
| MD | 1 gal | | Myrsine polyantha | Sp. H. Copeya (H. C. 22) | | Low |
| MS | 1 gal | | Myrsine polyantha "Orange Perf" | Orange Perf H. Copeya | S. c. tongue spacing, 4' min espce. | Low |
| SpTurf | | | Trachypogon (Hemlock) "Orange Perf" | Sp. H. Copeya | to Westwood | NA |
| Succession | | | | | | |
| Ag | 5 gal | | Agave Blue Glow | Blue Glow Agave | | Low |
| ES | 1 gal | | Echeveria agave | No common name | | Low |
- "Downer's roses to be planted by contractor, verify with Owner."

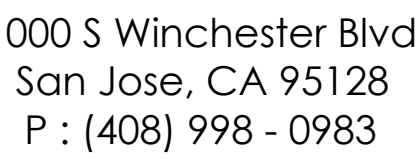
PROPOSED TREES (refer to Landscape Plan)						
Plant Legend						
Symbol	Qty.	Size	Botanical name	Common Name	Comments	Native Usage
Trees						
A1	5	30' DBH	Ashurst Mountain Red trees	Hypoxis odorata	Use shade	Low
C20	1	30' DBH	Lawson's Juniper	Juniperus lawsonii	Very hot but shade or water	Low
U1	1	30' DBH	Longleafmistle, Mullumbidgee	Myrica laevis	Shade	Low
U17	2	30' DBH	Longleafmistle, Tuccaree	Rosa rubra	Cope Myrtle	Low
U18	1	30' DBH	Myrtle	Myrica laevis	Shade	Low
G14	3	30' DBH	Olds & Swan Hill - Bullbutt	Saxifraga oppositifolia	Multi trunk tree, shade	Low
T12	2	30' DBH	Fellowsopine Mountain Begonia	Begonia wallii	6' min. planted 1M, 2M, 3M	Low
Shrub & Pheasants						
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
A1	5	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
C20	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U1	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U17	2	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
U18	1	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
G14	3	30'	Aspidistra Meyer	Myrica laevis	Shade	Low
T12						

PROPERTY LINE--SEE TOPO SURVEY FOR MORE INFO
REQUIRED YARD SETBACK/EASEMENT
TREE PROTECTION FENCING

- NOTES:
1. (E) WATER SUPPLY TO BE REPLACED FROM METER IN.
 2. (E) SEWER LATERAL TO BE REPLACED FROM PROPERTY LINE IN.

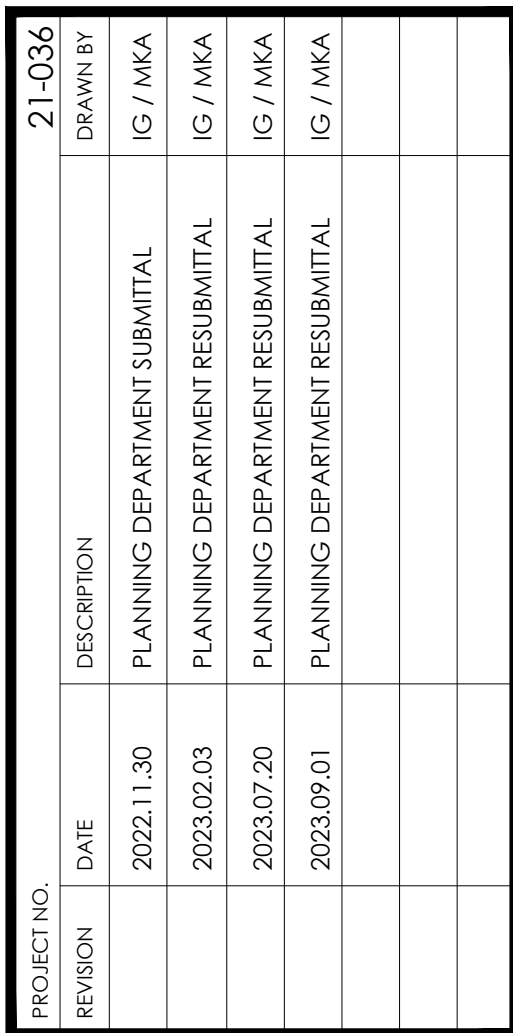
SITE PLAN LEGEND





Milpitas, 1321 Terra Vista Court

Hue Tran Vu Nguyen



©STUDIO S SQUARED ARCHITECTURE, INC



1. EXISTING PUBLIC RIGHT-OF-WAY--ANY CONSTRUCTION WITHIN THE CITY RIGHT-OF-WAY MUST HAVE AN APPROVED "PERMIT FOR CONSTRUCTION IN THE PUBLIC STREET" PRIOR TO THE COMMENCEMENT OF THIS WORK. THE PERFORMANCE OF THIS WORK IS NOT AUTHORIZED BY THE BUILDING PERMIT ISSUANCE BUT SHOWN ON THE BUILDING PERMIT FOR INFORMATION ONLY
2. (N) WATER METER--CONTRACTOR TO COORDINATE (N) METER WITH LOCAL WATER COMPANY IF REQUIRED BY INCREASED FIXTURE LOAD
3. (N) ELECTRICAL METER LOCATION--CONTRACTOR TO COORDINATE WITH LOCAL ELECTRICAL COMPANY FOR UPGRADE (400 AMPS) TO (E) ELECTRICAL SERVICE
4. UFER GROUND CONNECTION PER CEC 250-52
5. (N) GAS METER LOCATION--INSTALL TWO 2" DIAMETER X 30" TALL STEEL PIPE BOLLARDS EMBEDDED IN 2 FT DEEP CONCRETE FOOTINGS IF GAS METER IS WITHIN 3 FEET OF DRIVEWAY
6. (N) HEATPUMP UNIT PAD(S)--PROVIDE ELECTRICAL TO THIS LOCATION AS REQUIRED, VERIFY SIZE AND QUANTITY WITH HVAC CONTRACTOR. HEATPUMP UNITS TO COMPLY WITH JURISDICTION'S NOISE ORDINANCE
7. NOT USED
8. (N) DRIVEWAY, PERMEABLE PAVING
9. (N) WALKWAY , PERMEABLE CONCRETE
10. (N) HARDSCAPE--SLOPE AWAY FROM HOUSE @ 2% MIN. SEE CIVIL AND LANDSCAPE PLANS FOR MORE INFO.
11. (N) 36" MIN. DEEP LEVEL LANDING PER CRC 311.3 W STEPS (MAX. 7.75" RISER)- PROVIDE EQUAL RISERS IF MORE THAN 1 STEP
12. (N) RETAINING WALLS--SEE CIVIL PLANS FOR MORE INFO.
13. (N) PORCH COLUMNS
14. (N) UNCOVERED PARKING SPACE
15. (N) CURB CUT PER LOCAL JURISDICTION'S STANDARD DETAIL--SEE CIVIL PLANS
16. (N) PLANTER
17. (N) SOFTSCAPE--PROVIDE DRIP IRRIGATION--SEE LANDSCAPE PLAN FOR MORE INFO.
18. NOT USED
19. (N) FIRE PIT. XL1200 ETHANOL BURNER
20. (N) OUTDOOR KITCHEN WHIT BUILT-IN GRILL LF36ATR, 36" LYNX PROFESSIONAL
21. (N) TRASH COLLECTION AREA
22. NOT USED
23. PARKING STRIPS -- PERMEABLE CONCRETE
24. (N) TREE(S)--SEE LANDSCAPE PLAN FOR MORE INFO.
25. (N) WOOD DECK.
26. (N) VEGETABLE/HERB RAISED BEDS--SEE LANDSCAPE PLAN FOR MORE INFO.
27. (N) OUTDOOR FIREPLACE -- FLEX 68DB DOUBLE SIDED BIO-FUEL FIREPLACE
28. (E) TREE(S) PREVIOUSLY APPROVED AS PART OF DEVELOPMENT TO REMAIN. TREES NOT YET PLANTED ON SITE
29. (E) FIRE HYDRANT
30. (N) 54" HIGH, OPENWORK TYPE, WOOD FENCE -- PAINTED DARK BROWN TO MATCH METAL FENCE -- SEE DETAIL 1B/A.3.2
31. (N) 42" HIGH IRON FENCE ALONG FRONT PROPERTY LINE -- SEE DETAIL 1A/A.3.2
32. (N) 42" HIGH IRON VEHICULAR GATE -- APPROPRIATE KNOX PRODUCT WILL BE PROVIDED AND INSTALLED.
33. (N) 42" HIGH METAL PEDESTRIAN GATE
34. (N) 42" HIGH FENCE MASONRY COLUMN
35. (N) BUILT-IN MAILBOX

[illegible]

PROPERTY LINE--SEE TOPO SURVEY FOR MORE INFO
REQUIRED YARD SETBACK/EASEMENT
TREE PROTECTION FENCING

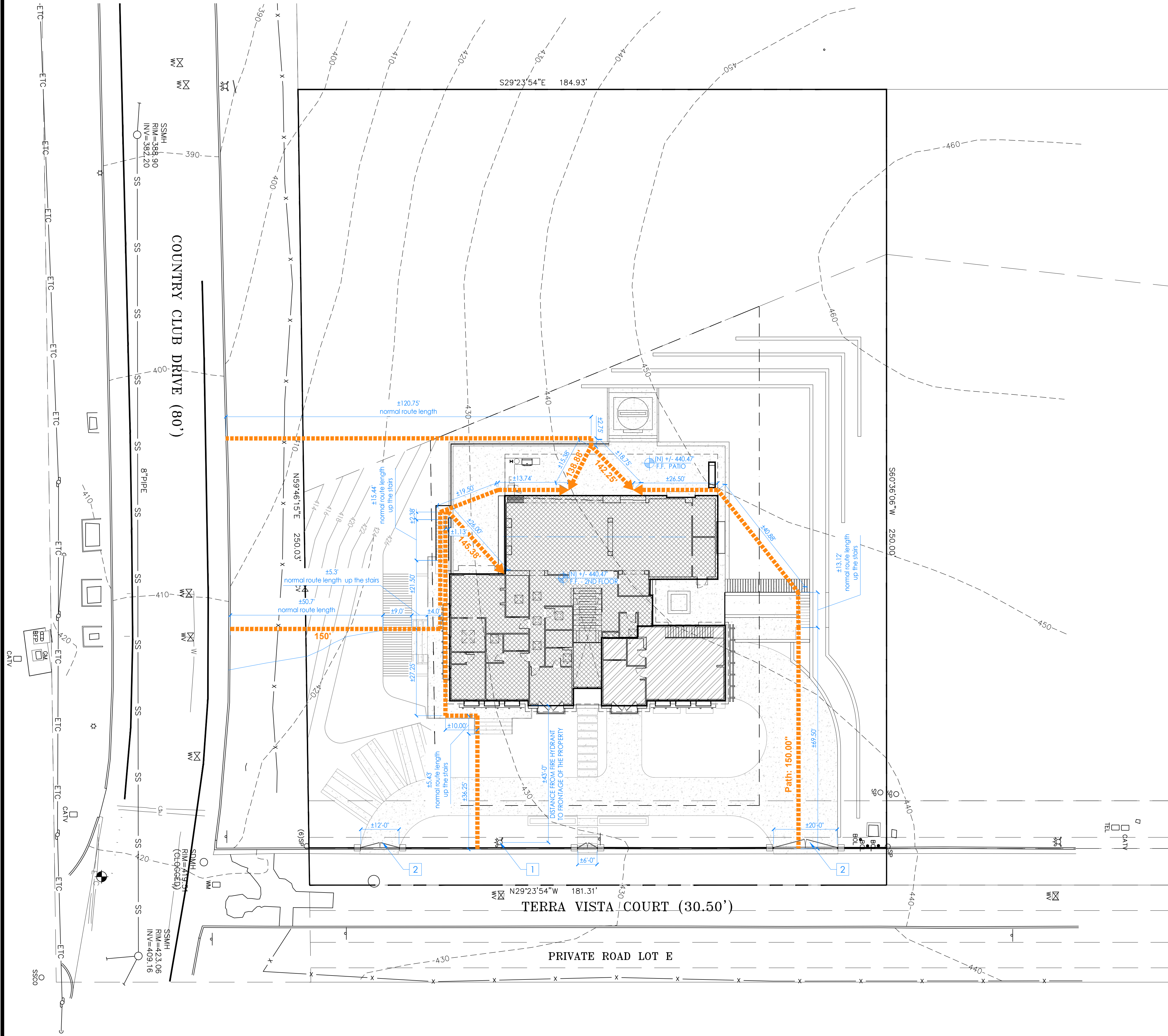
- | | |
|---|-------------------------------------|
|  | NEW BUILDING AREA |
|  | NEW BUILDING AREA -- ADU |
|  | NEW GARAGE AREA |
|  | NEW HARDSCAPE |
|  | NEW HARDSCAPE -- PERMEABLE CONCRETE |

NOTES:

1. (E) WATER SUPPLY TO BE REPLACED FROM METER IN.
2. (E) SEWER LATERAL TO BE REPLACED FROM PROPERTY LINE IN

SITE PLAN	1/16"	1
-----------	-------	---

SITE PLAN LEGEND

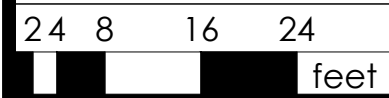


- # = NUMBER TO KEY NOTE BELOW
- (E) FIRE HYDRANT
 - (N) 42" HIGH METAL VEHICULAR GATE -- APPROPRIATE KNOX PRODUCT WILL BE PROVIDED AND INSTALLED.

--- PROPERTY LINE--SEE TOPO SURVEY FOR MORE INFO
----- ROUTE OF FIRE HOSE

NEW BUILDING AREA
 NEW BUILDING AREA -- ADU
 NEW HARDSCAPE

SPOT ELEVATION, SEE CIVIL DRAWINGS FOR MORE INFO



FIRE DEPARTMENT ACCESS SITE PLAN

1/16"

1

FIRE DEPARTMENT ACCESS SITE PLAN LEGEND

-



1000 S Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

Tran-Nguyen Residence
NEW SINGLE FAMILY HOUSE

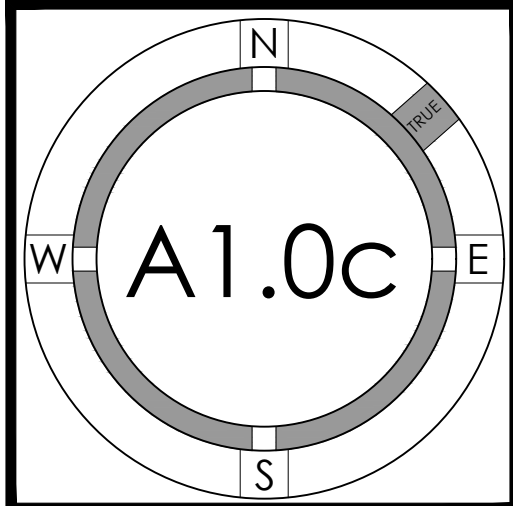
Milpitas, 1321 Terra Vista Court

Hue Tran Vu Nguyen

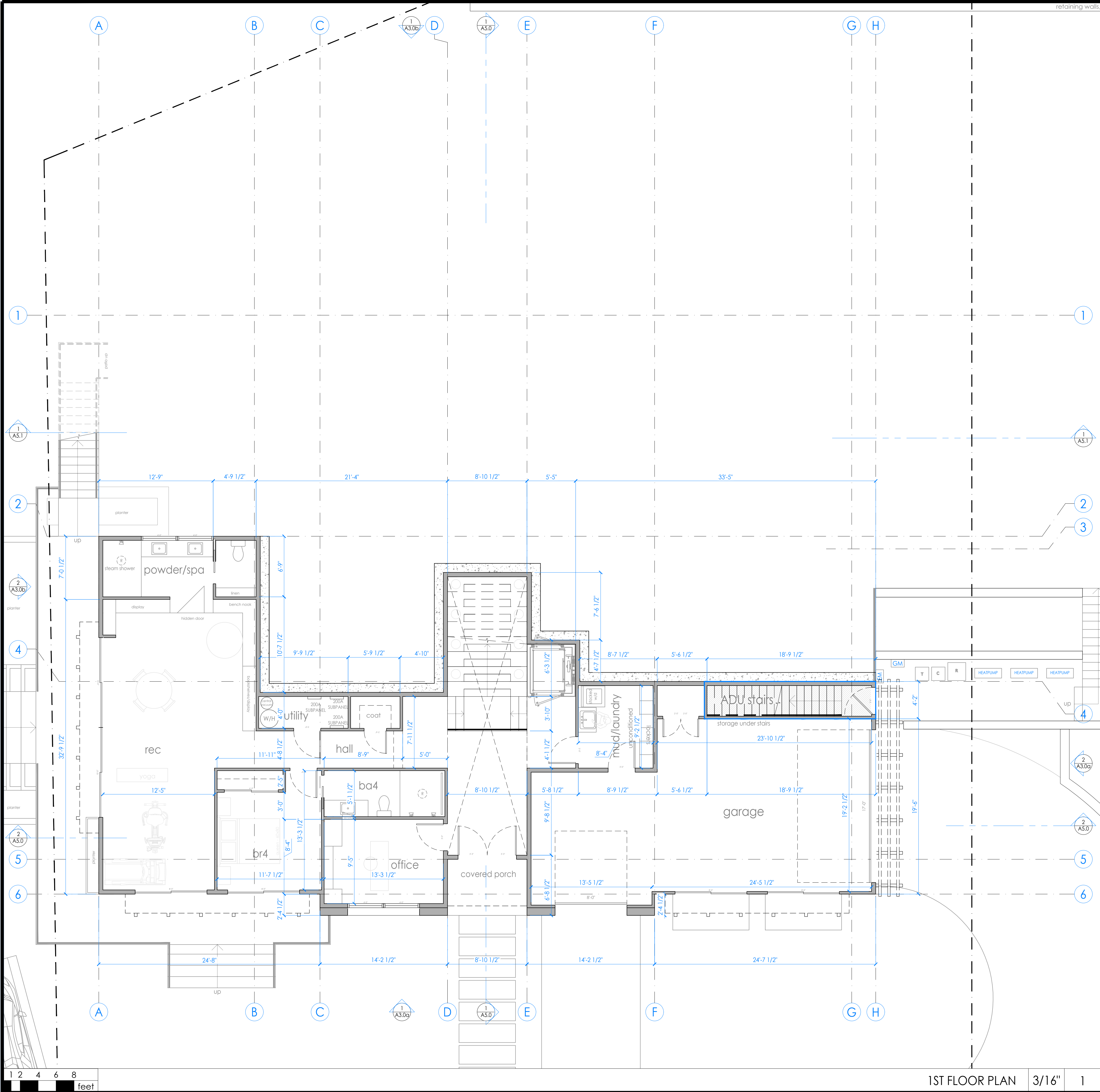


PROJECT NO.	REVISION	DATE	DESCRIPTION	DRAWN BY
21-036		2022.11.30	PLANNING DEPARTMENT SUBMITTAL	IG / MKA
		2023.02.03	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
		2023.07.20	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
		2023.09.01	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA

FIRE DEPARTMENT
ACCESS
SITE PLAN



©STUDIO S SQUARED ARCHITECTURE, INC.



1ST FLOOR PLAN 3/16" 1

FLOOR PLAN KEYNOTES

(N) WALL: EXTERIOR: 2x6 STUDS @16" O.C.; INTERIOR 2x4 STUDS @16" O.C.--SEE ELEVATIONS AND STRUCTURAL DRAWINGS FOR EXTERIOR WALL MATERIAL ASSEMBLIES. OVER EXTERIOR WALLS SHEATHING PER CRC 703.2--INSTALL PER MANUF. INSTRUCTIONS. PROVIDE 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE @ INTERIOR PARTITIONS. PROVIDE CEMENT BOARD OR TILE BACKER BOARD AT SHOWER/TUB LOCATIONS. ALL WALLS TO RECEIVE (N) PAINT FINISH. ALL CEILINGS AT TUB/SHOWERS TO BE M.R. BOARD

(E) WALL TO REMAIN: REPAIR DAMAGE CAUSED BY REMOVING FINISHES AS NOTED ON A2.0. ALL WALLS TO RECEIVE (N) PAINT FINISH.

FLOOR PLAN LEGEND



1000 S Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

Tran-Nguyen Residence
NEW SINGLE FAMILY HOUSE

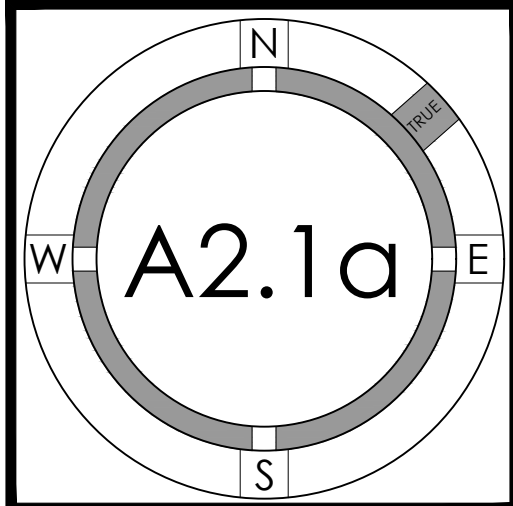
Milpitas, 1321 Terra Vista Court

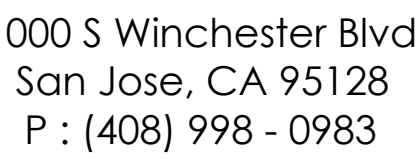
Hue Tran Vu Nguyen



PROJECT NO.	DESCRIPTION	DATE	DRAWN BY
21-036	PLANNING DEPARTMENT SUBMITTAL	2022.11.30	IG / MKA
REVISION	PLANNING DEPARTMENT RESUBMITTAL	2023.02.03	IG / MKA
	PLANNING DEPARTMENT RESUBMITTAL	2023.07.20	IG / MKA
	PLANNING DEPARTMENT RESUBMITTAL	2023.09.01	IG / MKA

1ST
FLOOR PLAN
/ BASEMENT





Tran-Nguyen Residence

NEW SINGLE FAMILY HOUSE

NEW SINGLE FAMILY HOUSE

Milpitas, 1321 Terra Vista Court

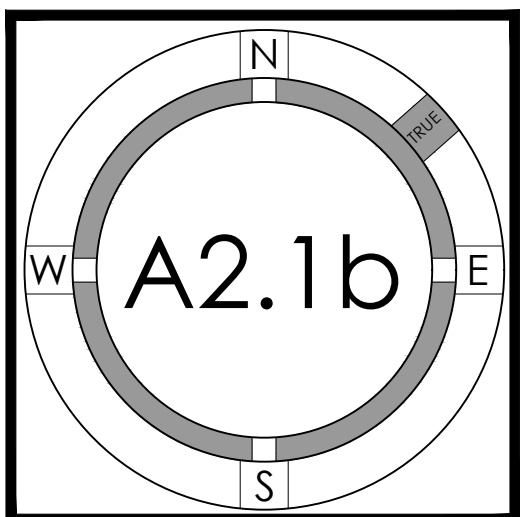
Hue Tran Vu Nguyen



PROJECT NO.		21-036	
REVISION	DATE	DESCRIPTION	DRAWN BY
	2022.11.30	PLANNING DEPARTMENT SUBMITTAL	IG / MKA
	2023.02.03	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
	2023.07.20	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
	2023.09.01	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA

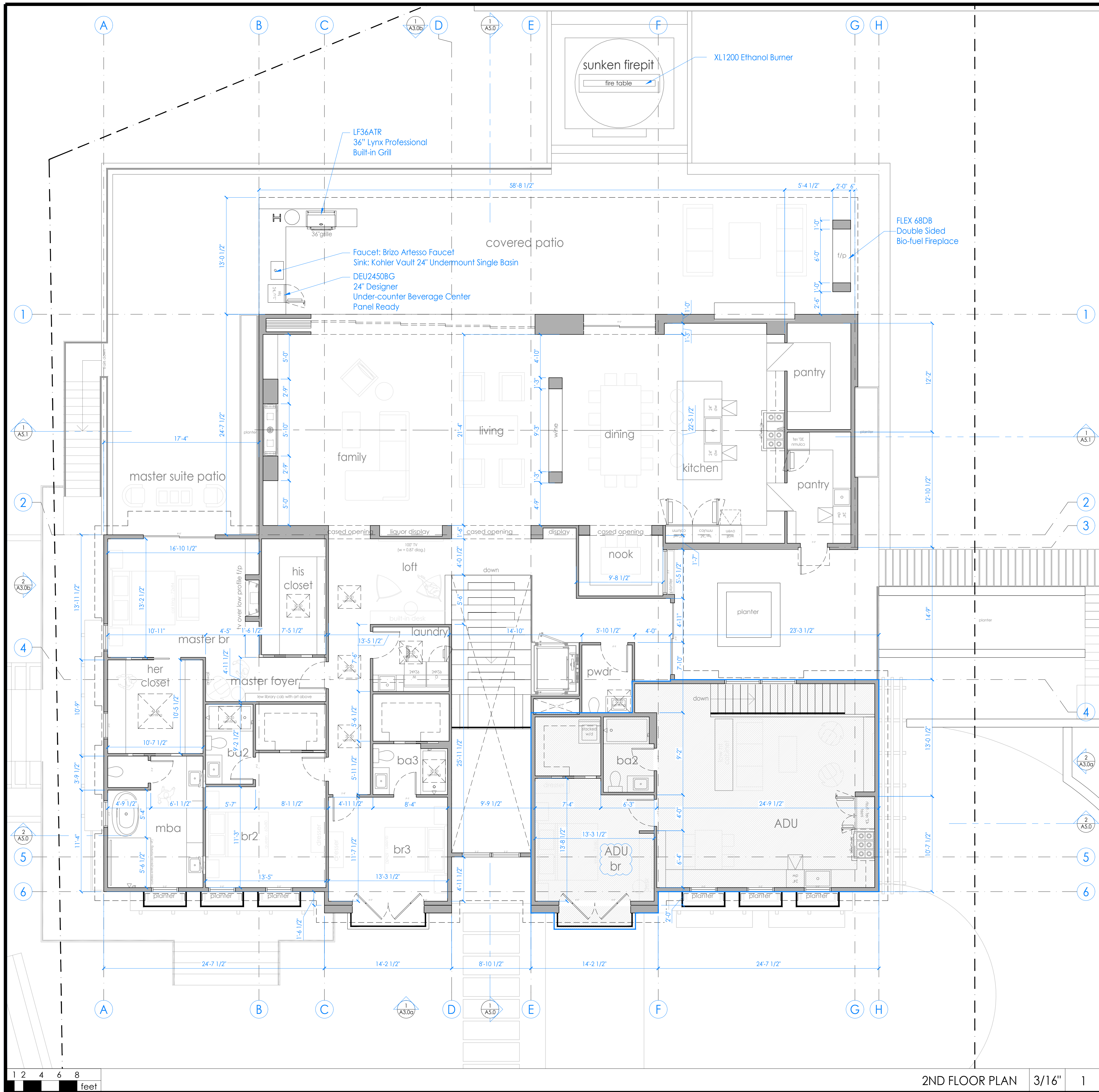
2ND

FLOOR PLAN



©STUDIO S SQUARED ARCHITECTURE, INC

Page 263 of 382

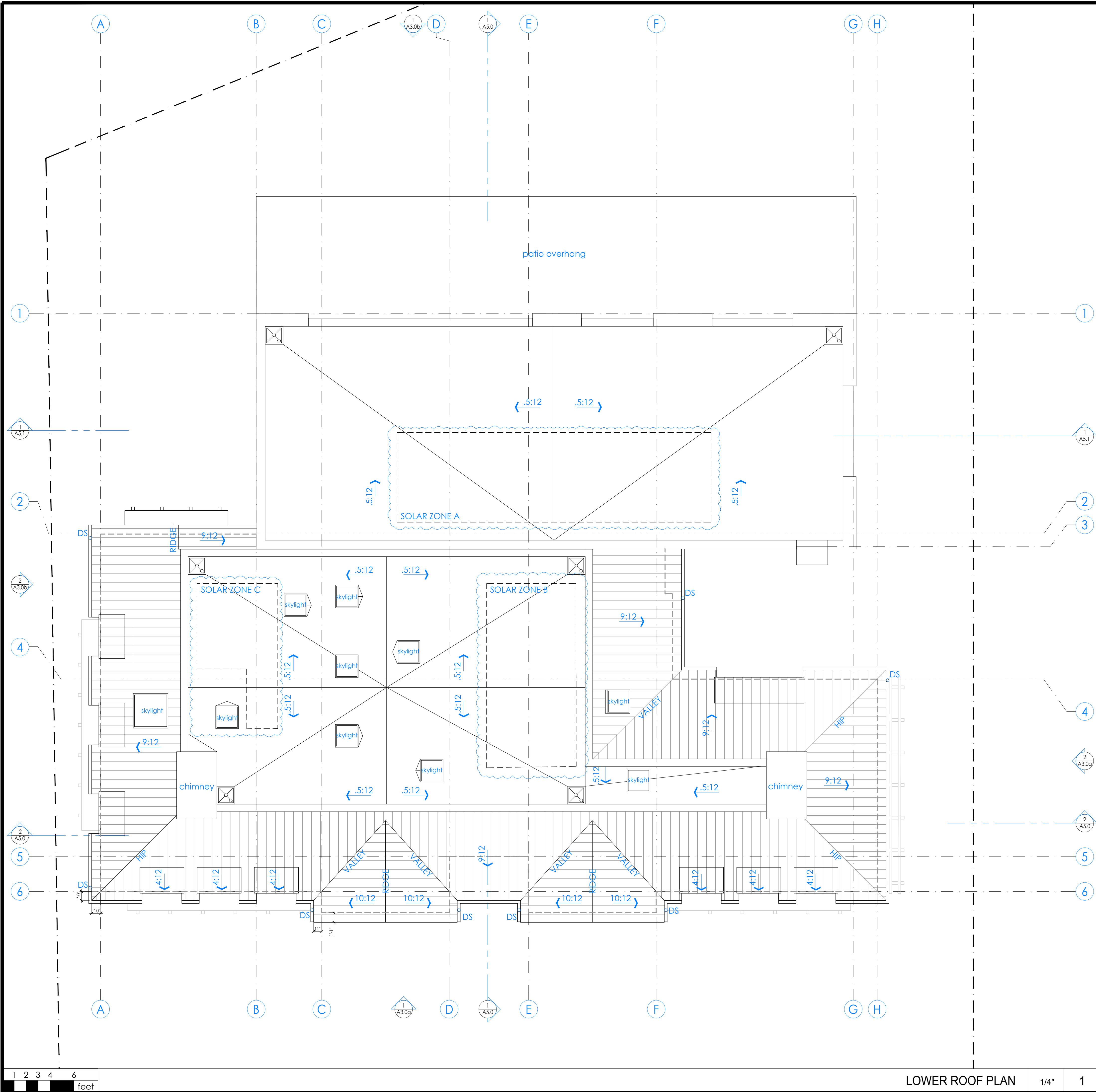


FLOOR PLAN KEYNOTES

(N) WALL: EXTERIOR: 2x6 STUDS @ 16" O.C.; INTERIOR 2x4 STUDS @ 16" O.C.—SEE ELEVATIONS AND STRUCTURAL DRAWINGS FOR EXTERIOR WALL MATERIAL ASSEMBLIES. OVER EXTERIOR WALLS SHEATHING PER CRC 703.2—INSTALL PER MANUF. INSTRUCTIONS. PROVIDE 5/8" TYPE "X" GYPSUM BOARD EACH SIDE @ INTERIOR PARTITIONS. PROVIDE CEMENT BOARD OR TILE BACKER BOARD @ SHOWER/TUB LOCATIONS. ALL WALLS TO RECEIVE (N) PAINT FINISH. ALL CEILINGS AT TUBS/SHOWERS TO BE M.R. BOARD

(E) WALL TO REMAIN: REPAIR DAMAGE CAUSED BY REMOVING FINISHES AS NOTED ON A2.0. ALL WALLS TO RECEIVE (N) PAINT FINISH.

FLOOR PLAN LEGEND



1. INSTALL ALL NEW ROOFING MATERIALS--SEE LEGEND BELOW FOR MATERIALS--CONFIRM COLOR SELECTION W/ OWNER PRIOR TO PLACING ORDER
 2. PAINT ALL ROOF PENETRATIONS TO MATCH ROOFING COLOR.
 3. [RUN PLUMBING/HVAC VENTS TO FALSE CHIMNEY PROVIDED. NO ROOF PENETRATIONS THROUGH ROOF THAT ARE VISIBLE FROM THE STREET WILL BE ACCEPTED.] PLUMBING VENTS TO BE MIN. 10' AWAY FROM, OR AT LEAST 3' ABOVE ANY OPERABLE WINDOW OR SKYLIGHT PER CPC 906.2.
 4. ROUTE PLUMBING VENTS WITHIN ATTIC SPACE SO THAT ROOF PENETRATIONS ARE BEHIND MAIN ROOF RIDGE AND ARE NOT VISIBLE FROM THE STREET
 5. FUTURE SOLAR PANELS PER CEC 110.10 (MINIMUM 250 S.F. ON A SOUTH SIDE ORIENTATION). KEEP AREA CLEAR OF ROOFING EYEBROW, MECHANICAL AND PLUMBING VENTS.
 6. SEE ROOF PLAN FOR SLOPE.
 7. PROVIDE (N) GSM ROOF JACKS, TYP. CAULK ALL EXPOSED NAIL HEADS WITH SILICONE SEALANT.
 8. PROVIDE (N) GUTTERS AND DOWNSPOUTS AT LOCATIONS SHOWN--GUTTERS TO SLOPE 1:240 FRONT-TOBACK, BUT TO BE LEVEL SIDE TO SIDE
 9. INSTALL KICKOUT FLASHING PER 8/A8.0 WHEREVER GUTTERS TERMINATE AT A WALL
 10. ALL PLATE HEIGHTS PER SECTIONS AND RCP. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
 11. CONNECT ALL DOWNSPOUTS TO FLEXIBLE PLASTIC DRAINPIPE AND RUN TO A LOCATION SPECIFIED BY CIVIL PLANS
- NOTE:
1. SEE 2/A0.1a FOR PLUMBING GENERAL NOTES
 2. SEE 3/A0.1a FOR MECHANICAL GENERAL NOTES
 3. SEE 4/A0.1a FOR ELECTRICAL GENERAL NOTES
 4. SEE 5/A0.1a FOR PLAN AND INTERIOR GENERAL NOTES

ROOF GENERAL NOTES

ATTIC VENTILATION CALCULATIONS AND NOTES

- STANDING SEAM METAL ROOF, MIN CLASS A--MANUF: AEP SPAN; STYLE: DESIGN SPAN - DURA TECH ; COVERAGE: 16'; GAUGE: 22; COLOR: COOL ZINC MIDNIGHT BRONZE--VERIFY FINAL SELECTION WITH OWNER PRIOR TO PLACING ORDER. INSTALL PER MANUF. WARRANTY INSTRUCTIONS AND [UES EVALUATION REPORT #0309]
- SINGLE PLY ROOFING, MIN CLASS "A"--MANUF: GAF OR EQUAL; STYLE: FULLY ADHERED EVERGUARD EXTREME TPO ROOFING MEMBRANE; THICKNESS: 60 MILLIMETER MIN.--INSTALL O/ 1/2" HIGH DENSITY POLYISO BOARD O/ SLOPING PLYWOOD SHEATHING TO ENSURE MIN. 3/8:12 SLOPE. INSTALL RIVER-WASHED ROUND STONE BALLAST O/ 6-OZ MIN. POLYMAT FILTER FABRIC O/ ROOFING MEMBRANE AT LOW ROOFS THAT ARE VISIBLE FROM 2ND FLOOR WINDOWS--INSTALL PER MANUF. 20-YEAR WARRANTY INSTRUCTIONS.
- ROOFTOP PATIO TO BE TILE O/ BISON DECK SUPPORTS (bisonip.com) O/ 40+ PSI DENSITY CLOSED CELL EXTRUDED POLYSTYRENE INSULATION (MIN. 1.5 INCHES THICK) O/ ROOFING MEMBRANE SLOPED MIN. 3/8:12--INSTALL ALL COMPONENTS PER MANUFACTURER'S WARRANTY INSTRUCTIONS. THE CONTRACTOR ASSUMES THE RESPONSIBILITY FOR AND MUST TAKE INTO CONSIDERATION THE STRUCTURAL CAPABILITY AND ADEQUACY OF THE STRUCTURE TO CARRY THE DEAD AND LIVE LOAD WEIGHT(S) INVOLVED, AND THAT THE DENSITY OF ANY INSULATION IS SATISFACTORY TO RESIST CRUSHING AND DAMAGING THE WATERPROOFING MEMBRANE.
- DENOTES FLAT ROOF DRAIN CONNECTED TO HARDPIPED 2" RAIN WATER LEADER AND 2" ROOF OVERFLOW. OVERFLOW TO BE CONNECTED TO ESCUTCHEON--SEE DETAILS [XXX/XXXX]--ENSURE ROOFING OVERLAPS ROOF DRAIN PER BOTH DRAIN AND ROOF MANUF. DIRECTIONS {avoid roof drainage in wall cavities where possible}
- DENOTES GUTTER DRAIN (3" DIA.) AND DOWNSPOUT (2" X 3") 26 GA ALUMINUM - PAINTED TO MATCH TRIM COLOR-- VERIFY SPEC. W/ OWNER. INSTALL PER MFR. INSTRUCTIONS
- DENOTES DIRECTION OF SLOPE FROM HIGH TO LOW--ROOF SLOPE APPROX., REFER TO ELEVATIONS FOR MAX HT AND VERTICAL CONTROL
- LINE OF BLDG. BELOW

ROOF PLAN LEGEND



1000 S Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

Tran-Nguyen Residence
NEW SINGLE FAMILY HOUSE

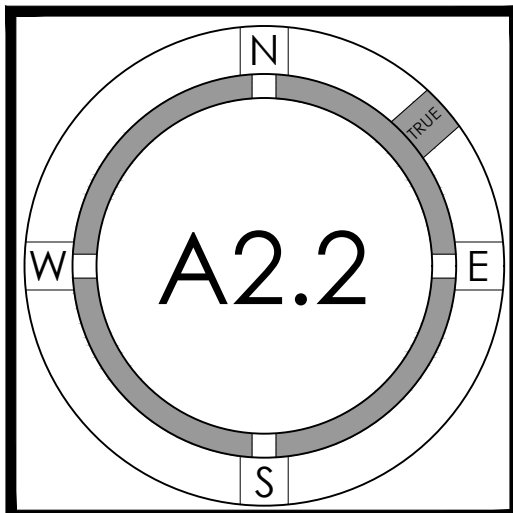
Milpitas, 1321 Terra Vista Court

Hue Tran Vu Nguyen



PROJECT NO.	REVISION	DATE	DESCRIPTION	DRAWN BY
21-036				IG / MKA
		2022.11.30	PLANNING DEPARTMENT SUBMITTAL	IG / MKA
		2023.02.03	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
		2023.07.20	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
		2023.09.01	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA

ROOF PLAN





1 2 3 4 6
feet

SOUTH-WEST ELEVATION (FRONT) 3/16" 1



1 2 3 4 6
feet

SOUTH-EAST ELEVATION (LEFT) 3/16" 2

= NUMBER OF KEYNOTE BELOW

- 1 STANDING SEAM METAL ROOFING--SEE ROOF PLAN FOR MORE INFO
- 2 PATIO OVERHANG--SEE ROOF PLAN FOR MORE INFO
- 3 SKYLIGHT--SEE WINDOW SCHEDULE FOR MORE INFO
- 4 PAINTED STEEL TROWELED IGNITION RESISTANT CEMENT PLASTER SYSTEM (SMOOTH FINISH) - 7/8" PLASTER OY METAL LATH O/ 2 LAYERS GRADE D' OR BETTER BUILDING PAPER, 3 COAT SYSTEM WITH 26 ga. WEEP SCREED AT WALL BASE AT LEAST 4" ABOVE GRADE OR 2" ABOVE HARDSCAPE--SEE DETAILS [XX/XX]--DO NOT USE "DOUBLE-ROLL" INSTALLATION FOR BUILDING PAPER
- 5 WOOD FRAMED "FALSE" CHIMNEY WITH 10" TALL PRECAST STONE CORNICE CAP-- www.chimneyking.com--SEE ROOF PLAN FOR LOCATION--INTENT OF CHIMNEY IS TO SCREEN MULTIPLE PLUMBING/HVAC ROOF PENETRATIONS FROM VIEW
- 6 ADHERED LIGHTWEIGHT STONE VENEER (<15 LBS/SF)--MANUF.: KONATURAL STONE; STYLE: BUFF -- REAL STONE ; COLOR: POWDER GRAY; INSTALLATION STYLE: DRYSTACK; WAINSCOT SILL OVER STEEL "L" ANGLE; CHISELED EDGE; SILL COLOR: GRAY--https://konaturalstone.com/signature-collection/buff-- USE POLYMER-MODIFIED SETTING MORTAR --INSTALL PER MANUF. INSTRUCTIONS. ICC-ES EVALUATION REPORT ESR-1215, AND MVMA INSTALLATION GUIDE FOR COMPLIANCE WITH ASTM C1780. CONTACT TERESA VASQUEZ AT BORAL STONE GROUP (415-418-9730, Teresa.Vasquez@Boral.com) FOR FIELD REVIEW OF LATH INSTALLATION PRIOR TO INSTALLING SCRATCH COAT. SEAL VENEER WITH SILANE OR SILOXANE BASED MASONRY TREATMENT SUCH AS CRAFTSHIELD PER MANUF. INSTRUCTIONS.
- 7 PREFINISHED METAL PANELS -- https://puretreeform.com/portfolio-item/federal-oil-rubbed --OR EQUAL TO MATCH WINDOW FINISH
- 8 PAINT GRADE REDWOOD TRELLIS--SEE ROOF PLAN FOR MORE INFO
- 9 STAIN GRADE WOOD GARAGE DOOR --SEE DOOR SCHEDULE FOR MORE INFO
- 10 WINDOW/DOOR OPENING WITH SIMULATED DIVIDED LITES; GRIDS ON THE INTERIOR AND EXTERIOR OF THE GLASS AND A SPACER BAR BETWEEN THE PANES OF GLASS--SEE WINDOW AND DOOR SCHEDULES FOR MORE INFO--DOORS AND WINDOWS TO HAVE 3" [PAINT GRADE WOOD/STAIN GRADE WOOD/PAINTED FIBER CEMENT/PVC] TRIM TYPICAL, U.N.O.
- 11 FIELD PAINTED STEEL COLUMN--S.S.D. FOR MORE INFO
- 12 EXTERIOR LIGHT, INSTALL PER MANUF. INSTRUCTIONS--MANUF.: HINKLEY LIGHTING ; STYLE: ROOK 1 LIGHT, 5.75 INCH OUTDOOR WALL LIGHT ; DARK SKY RATED; COLOR: BRONZE ; https://www.hinkley.com/
- 13 STUCCO LOW WALL
- 14 OUTDOOR KITCHEN--OWNER TO PROVIDE SPECS
- 15 DECORATIVE IRON RAIL
- 16 GLASS GUARD RAIL
- 17 VERISTONE TRIM 8" HIGH
- 18 PLANTER
- 19 ROOF TERRACE PLANTERS
- 20 OUTDOOR FIREPLACE

- NOTES:
1. SEE 2/A0.1a FOR PLUMBING GENERAL NOTES
 2. SEE 3/A0.1a FOR MECHANICAL GENERAL NOTES
 3. SEE 3/A0.1a FOR ELECTRICAL GENERAL NOTES
 4. SEE 4/A0.1a FOR PLAN AND INTERIOR GENERAL NOTES
 5. EXTERIOR HARDSCAPE AND EXTERIOR STAIRS NOT SHOWN FOR CLARITY--SEE A0.3a FOR 3D MODEL VIEWS

KEYNOTES - -

ELEVATION GRID LINE KEY
A 1ST FLOOR TOP OF STRUCTURE = +/- 429.97'
B GRADE FOR DETERMINING HEIGHT = +/- 430.13'
C 1ST FLOOR CEILING HEIGHT (U.N.O.) = +/- 438.97'
D 2ND FLOOR TOP OF STRUCTURE (U.N.O.) = +/- 440.22'
E 2ND FLOOR CEILING HEIGHT (U.N.O.) = +/- 449.22'
F PROPOSED BUILDING HEIGHT = +/- 457.0'
G MAX BUILDING HEIGHT ALLOWED = 27'-0" +/- 457.13'

ELEVATION GRID LINE KEY - -



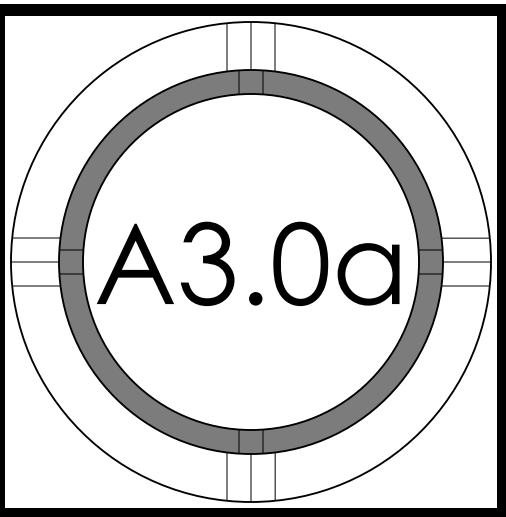
1000 S. Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

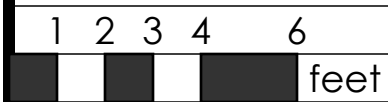
Tran-Nguyen Residence
NEW SINGLE FAMILY HOUSE
Milpitas, 1321 Terra Vista Court
Hue Tran Vu Nguyen



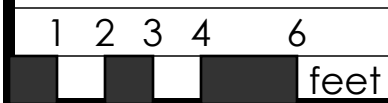
MATCH CAD TITLE BLOCK				PROJECT NO.
REGION	DATE	DESCRIPTION	DRAWN BY	
	2022.11.30	PLANNING DEPARTMENT SUBMITTAL	IG / MKA	
	2023.04.28	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA	
	2023.07.20	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA	
	2023.09.01	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA	

EXTERIOR
ELEVATIONS





NORTH-EAST ELEVATION (FRONT) 3/16" 1



NORTH-WEST ELEVATION (LEFT) 3/16" 2

= NUMBER OF KEYNOTE BELOW

1. STANDING SEAM METAL ROOFING--SEE ROOF PLAN FOR MORE INFO
2. PATIO OVERHANG--SEE ROOF PLAN FOR MORE INFO
3. SKYLIGHT--SEE WINDOW SCHEDULE FOR MORE INFO
4. PAINTED STEEL TROWELED IGNITION RESISTANT CEMENT PLASTER SYSTEM (SMOOTH FINISH) - 7/8" PLASTER OVER METAL LATH O/ 2 LAYERS GRADE D' OR BETTER BUILDING PAPER, 3 COAT SYSTEM WITH 26 ga. WEEP SCREED AT WALL BASE AT LEAST 4" ABOVE GRADE OR 2" ABOVE HARDSCAPE--SEE DETAILS [XX/XX]--DO NOT USE "DOUBLE-ROLL" INSTALLATION FOR BUILDING PAPER
5. WOOD FRAMED "FALSE" CHIMNEY WITH 10" TALL PRECAST STONE CORNICE CAP-- www.chimneyking.com--SEE ROOF PLAN FOR LOCATION--INTENT OF CHIMNEY IS TO SCREEN MULTIPLE PLUMBING/HVAC ROOF PENETRATIONS FROM VIEW
6. ADHERED LIGHTWEIGHT STONE VENEER (<15 LBS/SF)--MANUF.: KONATURAL STONE; STYLE: BUFF-- REAL STONE ; COLOR: POWDER GRAY; INSTALLATION STYLE: DRYSTACK; WAINSCOT SILL OVER STEEL "L" ANGLE; CHISELED EDGE; SILL COLOR: GRAY--https://konaturalstone.com/signature-collection/buff-- USE POLYMER-MODIFIED SETTING MORTAR --INSTALL PER MANUF. INSTRUCTIONS. ICC-ES EVALUATION REPORT ESR-1215, AND MVMA INSTALLATION GUIDE FOR COMPLIANCE WITH ASTM C1780. CONTACT TERESA VASQUEZ AT BORAL STONE GROUP (415-418-9730, Teresa.Vasquez@Boral.com) FOR FIELD REVIEW OF LATH INSTALLATION PRIOR TO INSTALLING SCRATCH COAT. SEAL VENEER WITH SILANE OR SILOXANE BASED MASONRY TREATMENT SUCH AS CRAFTSHIELD PER MANUF. INSTRUCTIONS.
7. PREFINISHED METAL PANELS -- https://puretreeform.com/portfolio-item/federal-oil-rubbed --OR EQUAL TO MATCH WINDOW FINISH
8. PAINT GRADE REDWOOD TRELLIS--SEE ROOF PLAN FOR MORE INFO
9. STAIN GRADE WOOD GARAGE DOOR --SEE DOOR SCHEDULE FOR MORE INFO
10. WINDOW/DOOR OPENING WITH SIMULATED DIVIDED LITES; GRIDS ON THE INTERIOR AND EXTERIOR OF THE GLASS AND A SPACER BAR BETWEEN THE PANES OF GLASS--SEE WINDOW AND DOOR SCHEDULES FOR MORE INFO--DOORS AND WINDOWS TO HAVE 3" [PAINT GRADE WOOD/STAIN GRADE WOOD/PAINTED FIBER CEMENT/PVC] TRIM TYPICAL, U.N.O.
11. FIELD PAINTED STEEL COLUMN--S.S.D. FOR MORE INFO
12. EXTERIOR LIGHT, INSTALL PER MANUF. INSTRUCTIONS--MANUF.: HINKLEY LIGHTING ; STYLE: ROOK 1 LIGHT, 5.75 INCH OUTDOOR WALL LIGHT ; DARK SKY RATED; COLOR: BRONZE ; https://www.hinkley.com/
13. STUCCO LOW WALL
14. OUTDOOR KITCHEN--OWNER TO PROVIDE SPECS
15. DECORATIVE IRON RAIL
16. GLASS GUARD RAIL
17. VERISTONE TRIM 8" HIGH
18. PLANTER
19. ROOF TERRACE PLANTERS
20. OUTDOOR FIREPLACE

- NOTES:
1. SEE 2/A0.1a FOR PLUMBING GENERAL NOTES
 2. SEE 3/A0.1a FOR MECHANICAL GENERAL NOTES
 3. SEE 3/A0.1a FOR ELECTRICAL GENERAL NOTES
 4. SEE 4/A0.1a FOR PLAN AND INTERIOR GENERAL NOTES
 5. EXTERIOR HARDSCAPE AND EXTERIOR STAIRS NOT SHOWN FOR CLARITY--SEE A0.3a FOR 3D MODEL VIEWS

KEYNOTES - -

ELEVATION GRID LINE KEY
A 1ST FLOOR TOP OF STRUCTURE = +/- 429.97'
B GRADE FOR DETERMINING HEIGHT = +/- 430.13'
C 1ST FLOOR CEILING HEIGHT [U.N.O.] = +/- 438.97'
D 2ND FLOOR TOP OF STRUCTURE [U.N.O.] = +/- 440.22'
E 2ND FLOOR CEILING HEIGHT [U.N.O.] = +/- 449.22'
F PROPOSED BUILDING HEIGHT = +/- 457.0'
G MAX BUILDING HEIGHT ALLOWED = 27'-0" +/- 457.13'

ELEVATION GRID LINE KEY - -



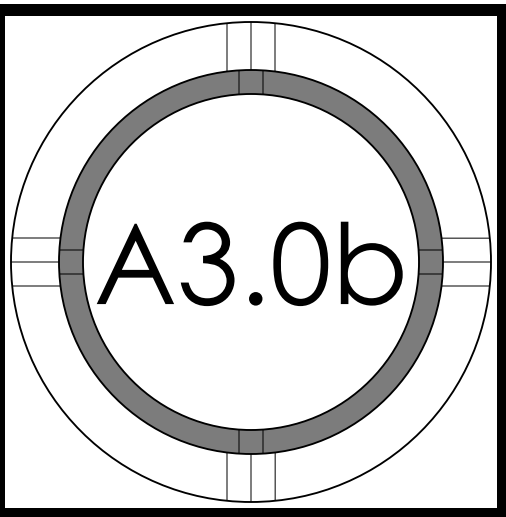
1000 S. Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

Tran-Nguyen Residence
NEW SINGLE FAMILY HOUSE
Milpitas, 1321 Terra Vista Court
Hue Tran Vu Nguyen



PROJECT NO.		MATCH/CAD TITLE BLOCK	
REGION	DATE	DESCRIPTION	DRAWN BY
	2022.11.30	PLANNING DEPARTMENT SUBMITTAL	IG / MKA
	2023.04.28	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
	2023.07.20	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
	2023.09.01	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA

EXTERIOR
ELEVATIONS





PERSPECTIVE EXTERIOR RIGHT HIGH - 4



PERSPECTIVE EXTERIOR FRONT - 1



PERSPECTIVE EXTERIOR LEFT HIGH - 5



PERSPECTIVE EXTERIOR FRONT LEFT - 2



PERSPECTIVE EXTERIOR FRONT HIGH - 6



PERSPECTIVE EXTERIOR FRONT RIGHT - 3



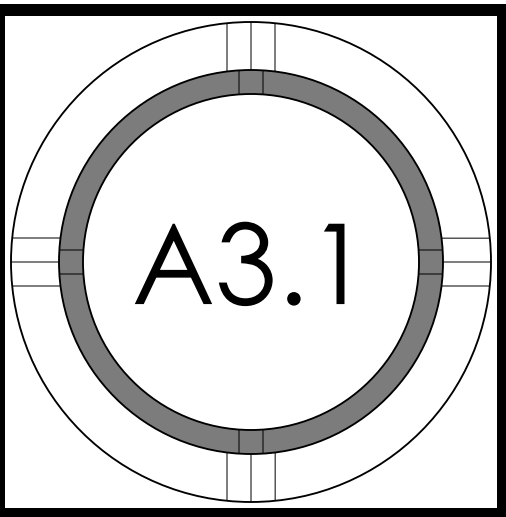
1000 S. Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

Tran-Nguyen Residence
NEW SINGLE FAMILY HOUSE
Milpitas, 1321 Terra Vista Court
Hue Tran Vu Nguyen



PROJECT NO.	REVISION	DATE	DESCRIPTION	DRAWN BY
		2022.11.30	PLANNING DEPARTMENT SUBMITTAL	IG / MKA
		2023.04.28	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
		2023.07.20	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
		2023.09.01	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA

EXTERIOR
PERSPECTIVES

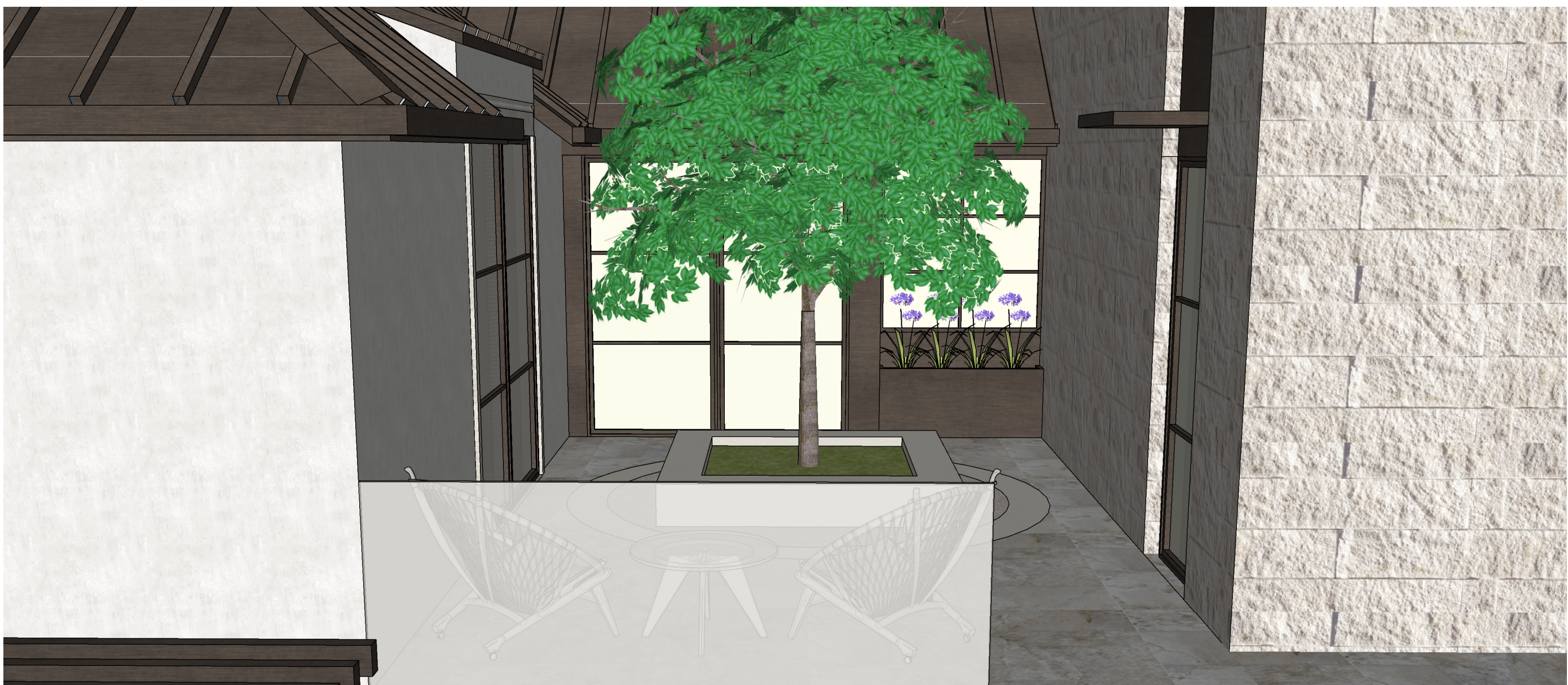




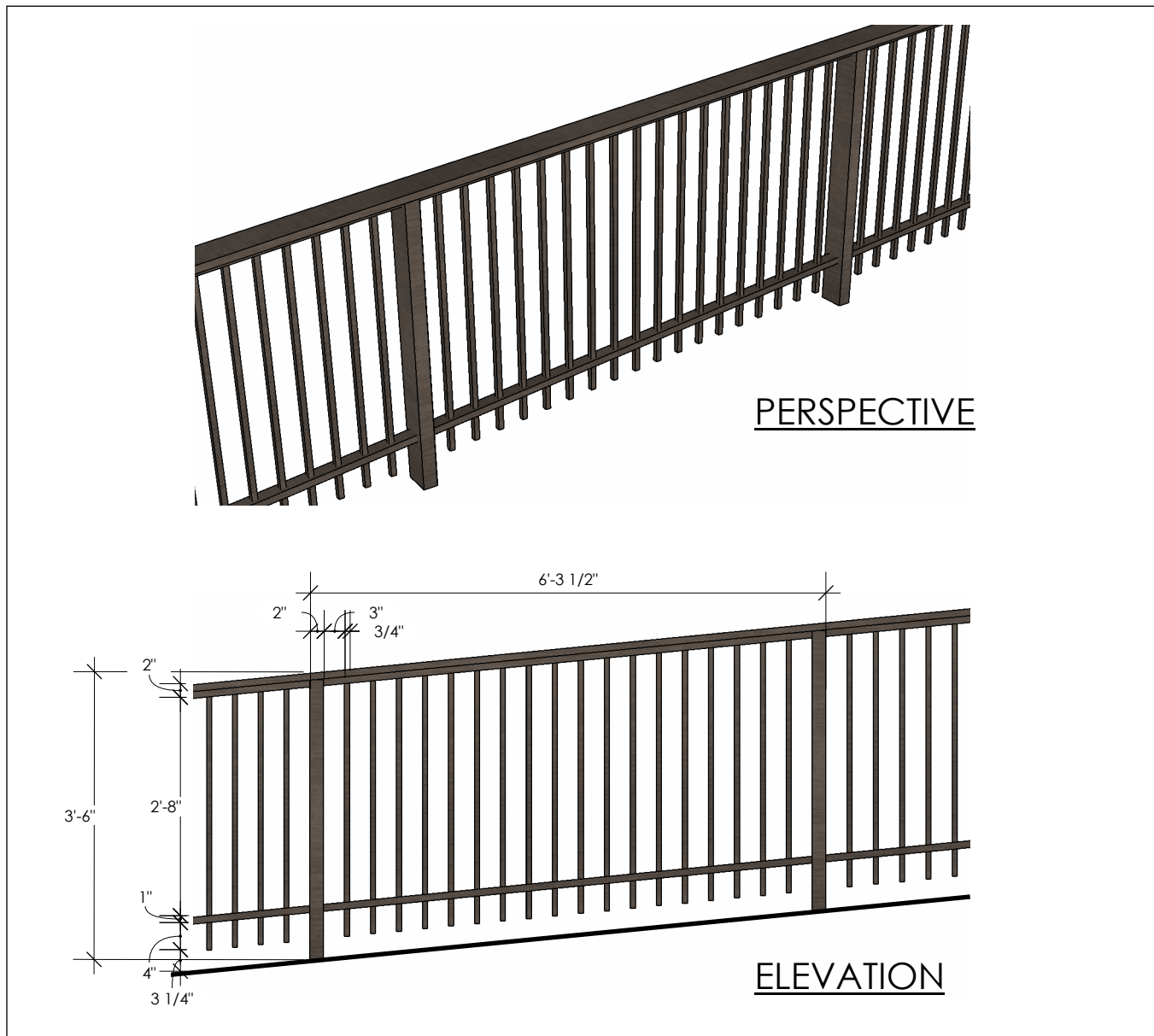
PERSPECTIVE EXTERIOR REAR PATIO HEIGHT - 4



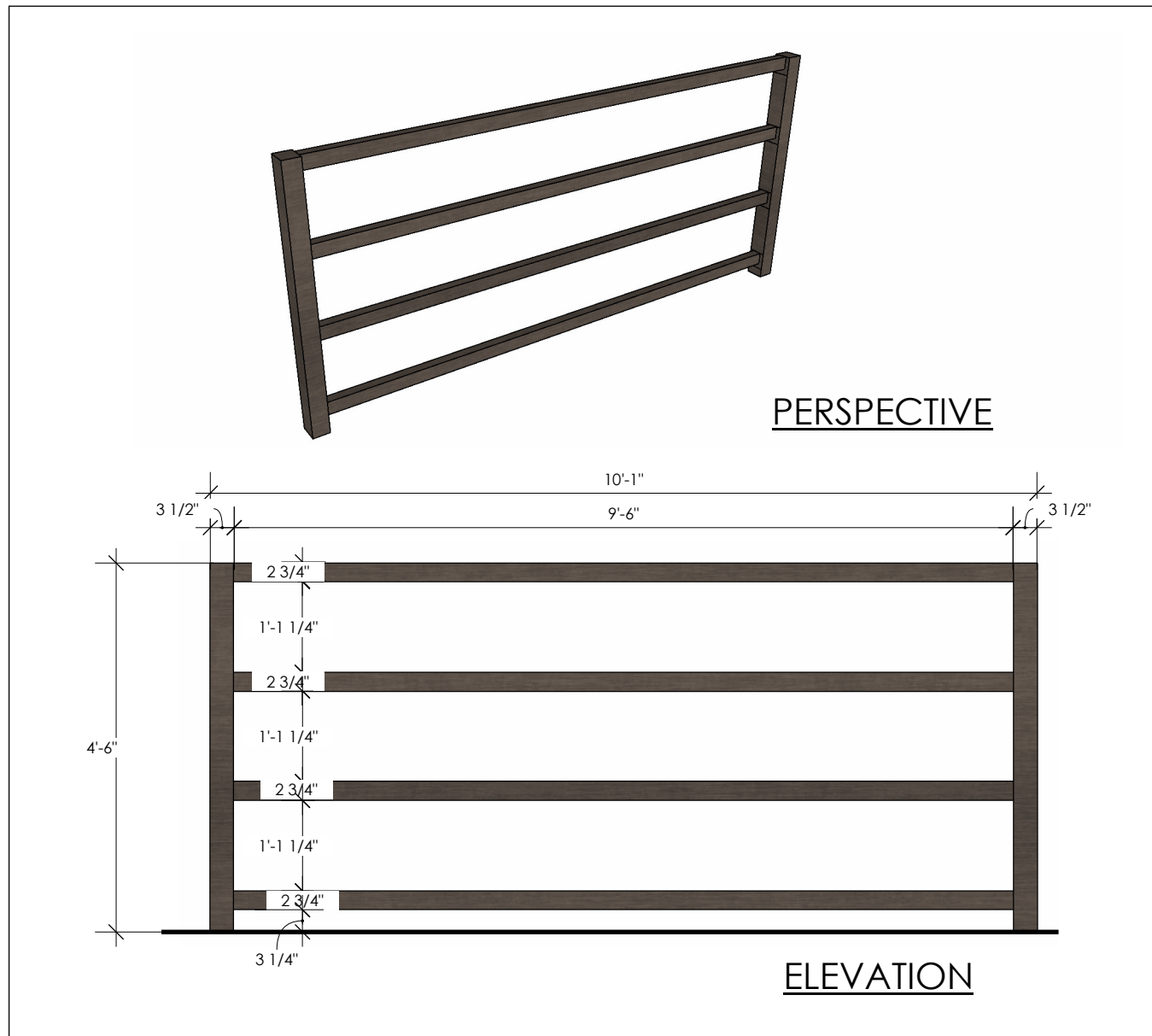
PERSPECTIVE EXTERIOR POOL - 5



PERSPECTIVE EXTERIOR RIGHT - 6



A | IRON FENCE -- ALONG FRONT PROPERTY LINE



B | WOOD FENCE -- ALONG SIDE AND REAR PROPERTY LINES

EXTERIOR FENCES - 1



PERSPECTIVE EXTERIOR FRONT ENTRY - 2



PERSPECTIVE EXTERIOR REAR PATIO - 3



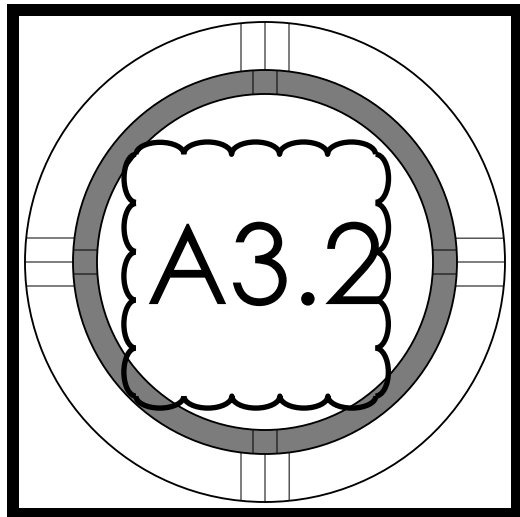
1000 S. Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

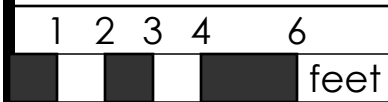
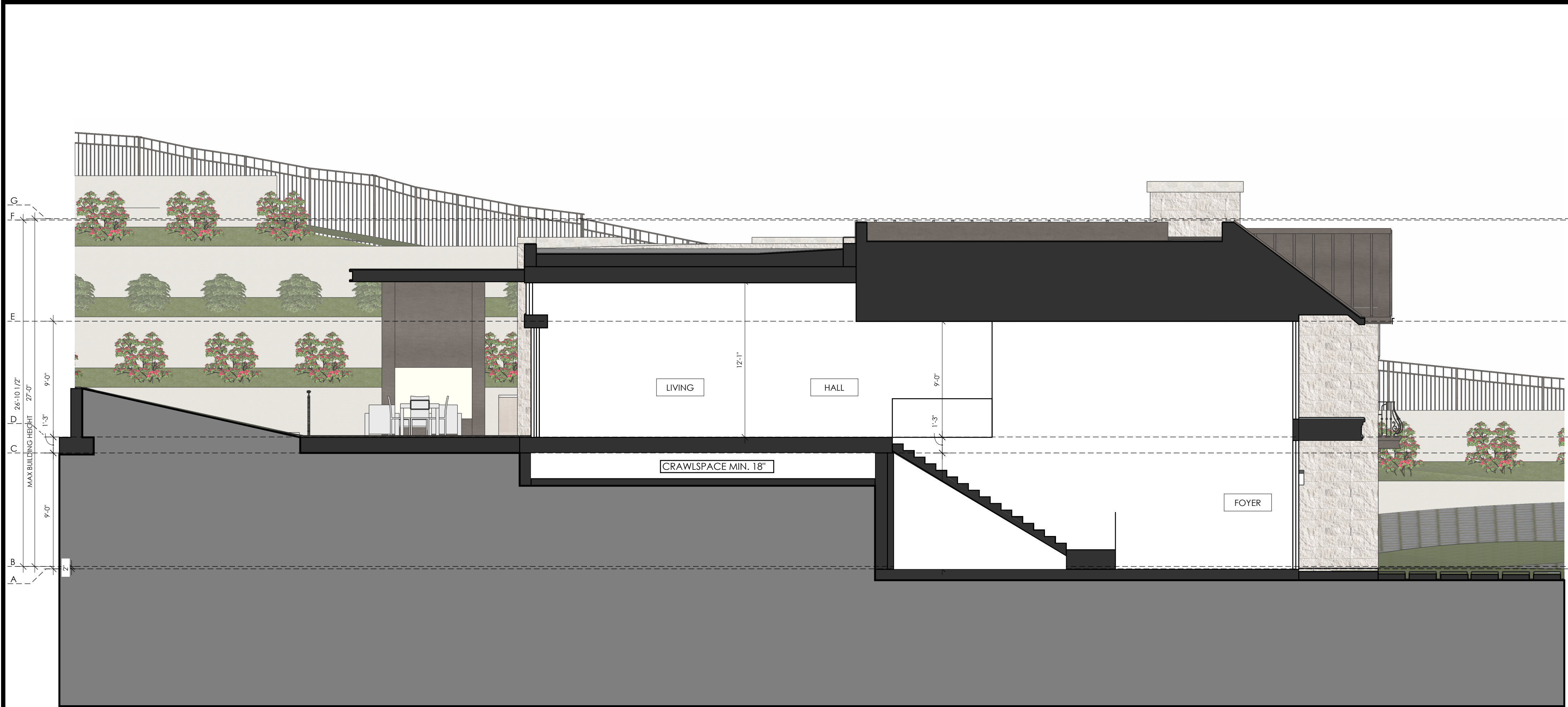
Tran-Nguyen Residence
NEW SINGLE FAMILY HOUSE
Milpitas, 1321 Terra Vista Court
Hue Tran Vu Nguyen



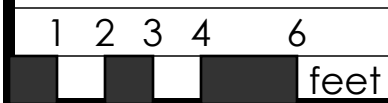
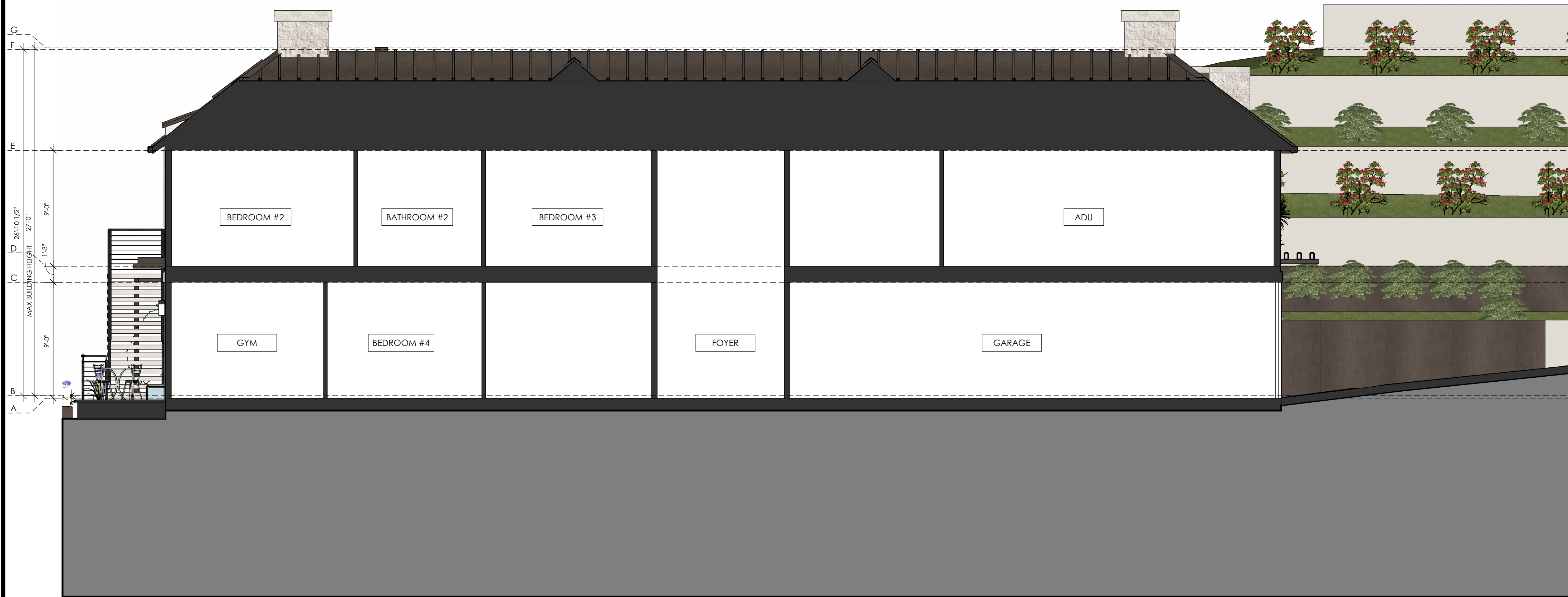
PROJECT NO.		REVISION		DATE	DESCRIPTION	DRAWN BY	
						IG / MKA	
				2022.11.30	PLANNING DEPARTMENT SUBMITTAL	IG / MKA	
				2023.04.28	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA	
				2023.07.20	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA	
				2023.09.01	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA	

EXTERIOR
PERSPECTIVES





SECTION 1 1/4" 1



SECTION 2 1/4" 2

= NUMBER OF KEYNOTE BELOW

- NOTES:
1. SEE 2/A0.1a FOR PLUMBING GENERAL NOTES
 2. SEE 3/A0.1a FOR MECHANICAL GENERAL NOTES
 3. SEE 3/A0.1a FOR ELECTRICAL GENERAL NOTES
 4. SEE 4/A0.1a FOR PLAN AND INTERIOR GENERAL NOTES
 5. SEE BID INSTRUCTIONS FOR INSULATION VALUES. INSULATION TO BE NOT LESS THAN AS INDICATED IN T24 REPORT

KEYNOTES		-	-
SEE EXTERIOR ELEVATIONS FOR ELEVATION GRID LINE KEY			
ELEVATION GRID LINE KEY		-	-



1000 S. Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

Tran-Nguyen Residence

NEW SINGLE FAMILY HOUSE

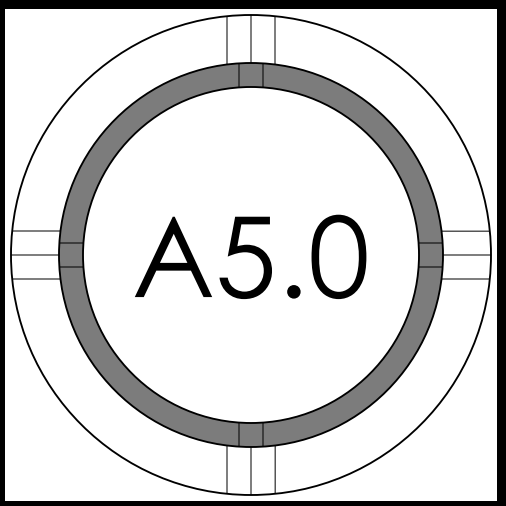
Milpitas, 1321 Terra Vista Court

Hue Tran Vu Nguyen



PROJECT NO.		MATCH/CAD TITLE BLOCK	
REVISION	DATE	DESCRIPTION	DRAWN BY
	2022.11.30	PLANNING DEPARTMENT SUBMITTAL	IG / MKA
	2023.04.28	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
	2023.07.20	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
	2023.09.01	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA

SECTIONS





1000 S. Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

Tran-Nguyen Residence

NEW SINGLE FAMILY HOUSE

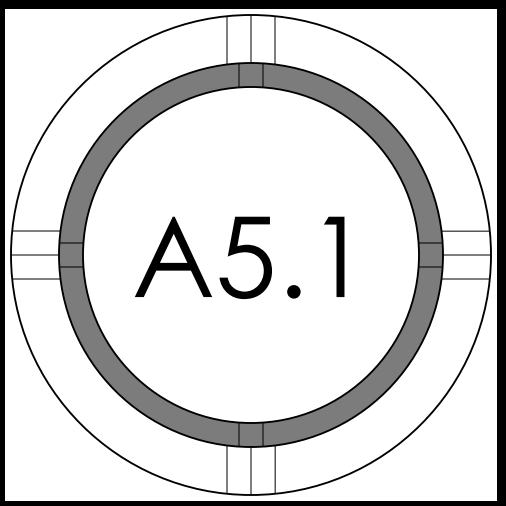
Milpitas, 1321 Terra Vista Court

Hue Tran Vu Nguyen



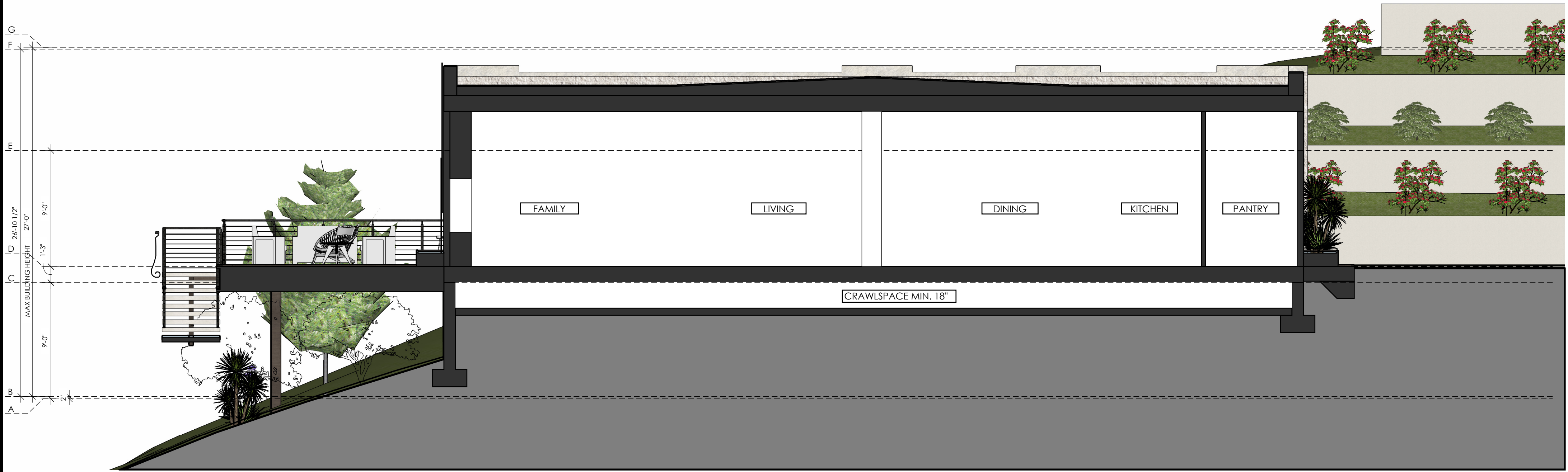
PROJECT NO.	REGION	DATE	DESCRIPTION	DRAWING BY	MATCH CAD FILE BLOCK
		2022.11.30	PLANNING DEPARTMENT SUBMITTAL	IG / MKA	
		2023.04.28	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA	
		2023.07.20	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA	
		2023.09.01	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA	

SECTIONS



STUDIO S SQUARED ARCHITECTURE, INC.

Page 270 of 382



A number line is shown with tick marks at 1, 2, 3, 4, and 6. The segment from 4 to 6 is shaded gray.

SECTION 3	3/16"	1
-----------	-------	---

= NUMBER OF KEYNOTE BELOW

NOTES:

1. SEE 2/A0.1a FOR PLUMBING GENERAL NOTES
2. SEE 3/A0.1a FOR MECHANICAL GENERAL NOTES
3. SEE 3/A0.1a FOR ELECTRICAL GENERAL NOTES
4. SEE 4/A0.1a FOR PLAN AND INTERIOR GENERAL NOTES
5. SEE BID INSTRUCTIONS FOR INSULATION VALUES. INSULATION TO BE NOT LESS THAN AS INDICATED IN T24 REPORT

KEYNOTES

--	--

SEE EXTERIOR ELEVATIONS FOR ELEVATION GRID LINE KEY

ELEVATION GRID LINE KEY

--	--



LEGEND AND NOTES

- | | |
|---|---|
|  | BOUNDARY LINE |
|  ETC  | ELECTRICAL/TELEPHONE/
CABLE TV OVERHEAD LINE |
|  | EASEMENT |
|  | FENCE LINE |
|  SS  | SANITARY SEWER LINE |
|  | PAINT MARKING |
|  | COMMS UTILITY MARKING |
|  | ELECTRICAL UTILITY MARKING |
|  | GAS UTILITY MARKING |
|  | WATER UTILITY MARKING |
|  BFP | BACK FLOW PREVENTER |
|  BOL | BENCHMARK |
|  | BOLLARD |
|  BW | BOTTOM RETAINING WALL |
|  | CABLE TV BOX |
|  | FIRE HYDRANT |
|  | GAS METER |
|  | GUY ANCHOR |
|  INV | INVERT |
|  | IRRIGATION CONTROL VALVE |
|  | JOINT POLE |
|  | SANITARY SEWER CLEAN-OUT |
|  | SANITARY SEWER MAINTENANCE |
|  | STANDPIPE |
|  | STORM DRAIN MAINTENANCE |
|  | STREET LIGHT |
|  | STREET SIGN |
|  TW | TOP OF RETAINING WALL |
|  | WATER METER |
|  WV | WATER VALVE |
|  | SPOTGRADE |

ASPHALT

CONCRETE

GRAVEL

COUNTRY CLUB DRIVE (80')

80.00' RIGHT OF WAY
(754 MAPS 52)

NOTES

ALL DISTANCES AND DIMENSIONS ARE
IN FEET AND DECIMALS.

BUILDING FOOTPRINTS ARE SHOWN TO
FINISHED MATERIAL (STUCCO/SIDING)
AT GROUND LEVEL.

FINISH FLOOR ELEVATIONS ARE TAKEN
AT DOOR THRESHOLD (EXTERIOR).

THE AREA OF THE SURVEYED LOT IS
45,781± SQUARE FEET / 1.05± ACRES

EASEMENT NOTE

EASEMENTS ARE SHOWN PER THE
PRELIMINARY TITLE REPORT ISSUED BY OLD
REPUBLIC TITLE COMPANY, ORDER NO.
0616018760-SL, DATED AS OF APRIL 5, 2021
ENCROACHMENT EASEMENTS, MAINTENANCE
EASEMENTS, DRAINAGE EASEMENTS, COMMON
UTILITY METER EASEMENTS EXIST PER DOC
24512387. SAID EASEMENTS ARE NOT
PLOTTABLE OF RECORD.

FEMA FLOOD NOTE

PROPERTY COMPLETELY OUT OF
SPECIAL FLOOD HAZARD AREA (SFHA)

FLOOD INSURANCE RATE MAP
NO.: 06085C0059
EFFECTIVE DATE: FEBRUARY 19, 2014

BENCHMARK

CITY OF MILPITAS BENCHMARK
CITY CC PUMP
BRASS DISK IN MONUMENT WELL,
0.2 MILE EAST OF INTERSECTION,
NORTH PARK VICTORIA DRIVE AND
COUNTRY CLUB DRIVE, 50+ NORTH
OF PUMPING STATION.
ELEVATION = 223.56'
(NAVD 88 DATUM)

SITE BENCHMARK

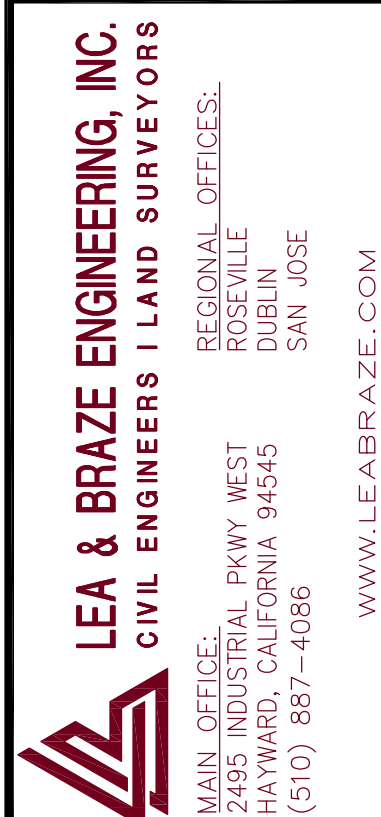
SURVEY CONTROL POINT
MAG AND SHINER SET IN ASPHALT
ELEVATION = 420.90'
(NAVD 88 DATUM)

UTILITY NOTE

ALL UNDERGROUND PIPE TYPES,
SIZES AND LOCATION SHOWN ON
THIS SURVEY ARE BASED ON
VISUAL OBSERVATION. ANY USE OF
THIS INFORMATION SHOULD BE
VERIFIED, BEFORE ITS USE, WITH
THE CONTROLLING MUNICIPALITY
OR UTILITY PROVIDER. THIS
SURVEY MAKES NO GUARANTEE OF
THE INSTALLED ACTUAL LOCATION,
DEPTHS OR SIZE.

TREE NOTE

TREE SIZE, TYPE AND DRIPLINES ARE
BASED ON A VISUAL OBSERVATION.
FINAL DETERMINATION SHOULD BE
MADE BY THE PROJECT ARBORIST.



1321 TERRA VISTA COURT
MILPITAS
CALIFORNIA

SANTA CLARA COUNTY

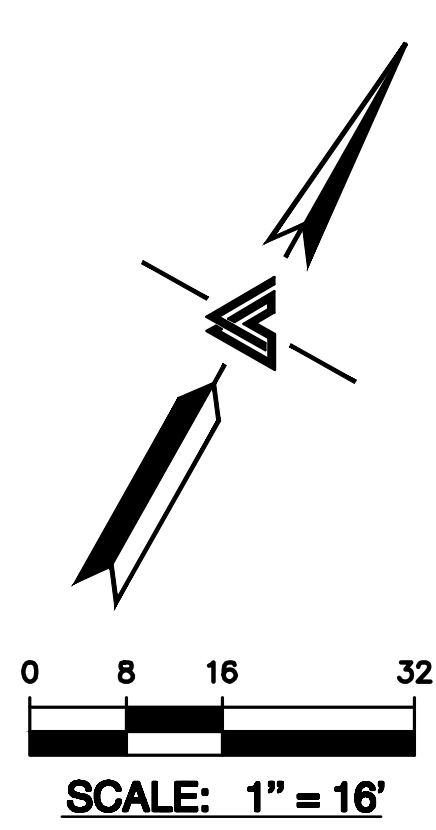
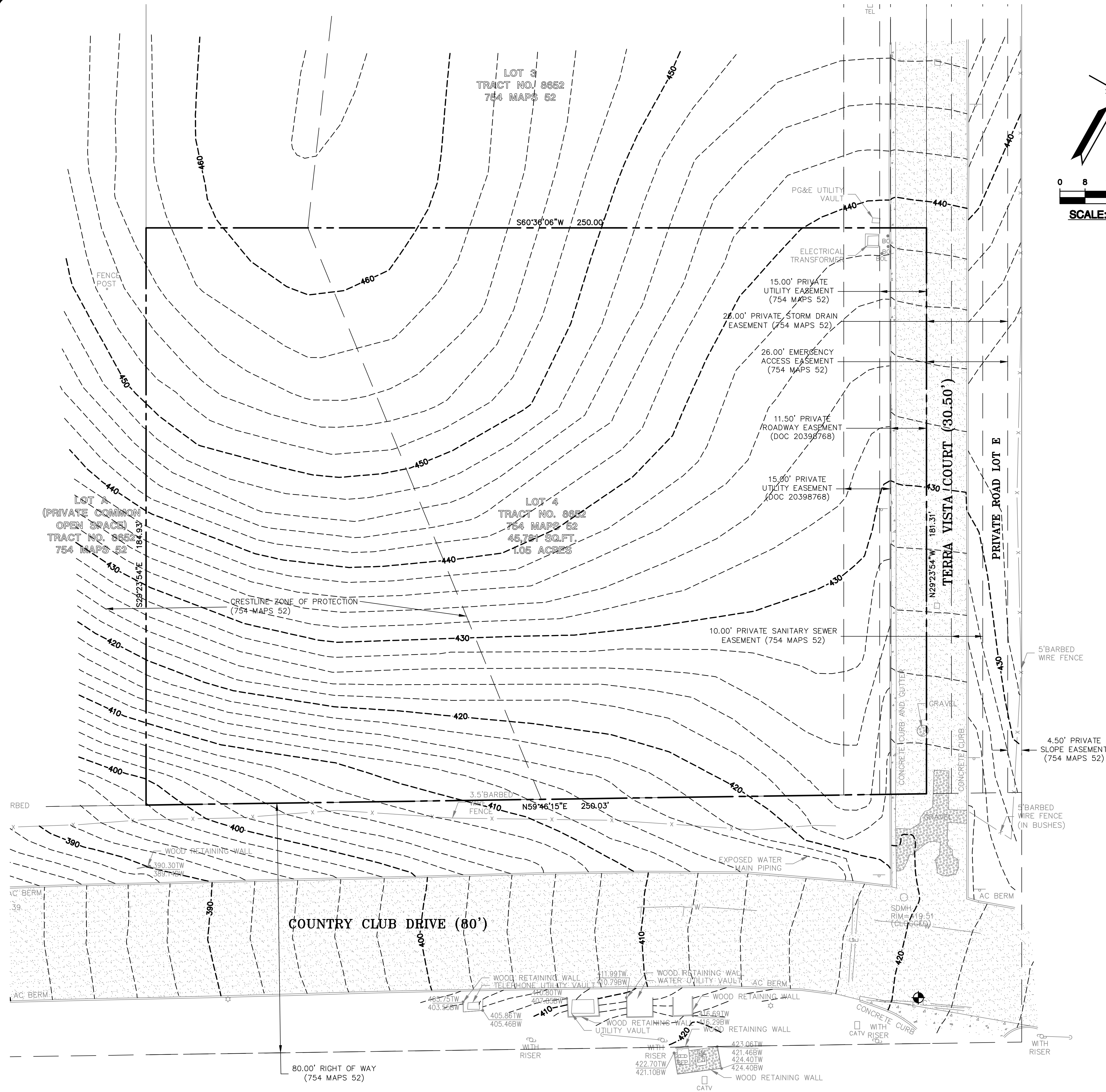
APN: 029-07-012

TOPOGRAPHIC SURVEY

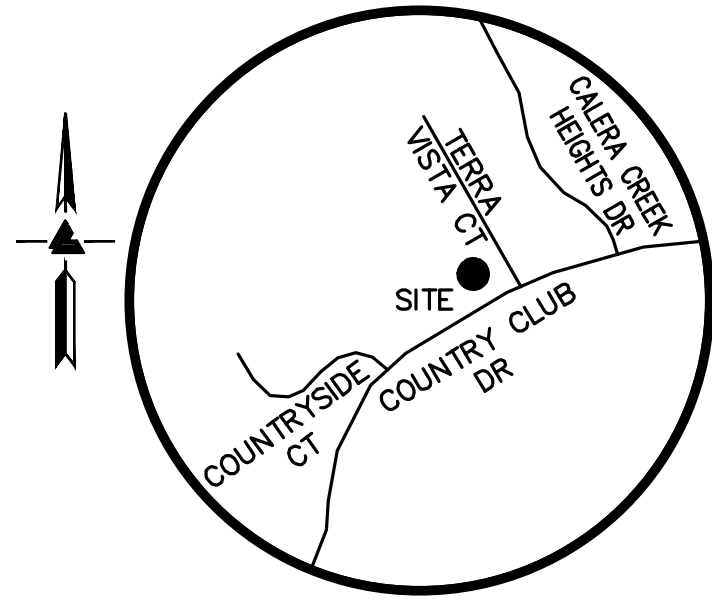
—	—
—	—
—	—
—	—
REVISIONS	BY
JOB NO:	2211757
DATE:	11-3-21
SCALE:	1"=16'
BNDY BY:	DN
FIELD BY:	BC
DRAWN BY:	ZB
SHEET NO:	

SU1

1 OF 1 SHEETS



BENCHMARK
CITY OF MILPITAS BENCHMARK
CITY CC PUMP
BRASS DISK IN MONUMENT WELL,
0.2 MILE EAST OF INTERSECTION,
NORTH PARK VICTORIA DRIVE AND
COUNTRY CLUB DRIVE, 50+ NORTH
OF PUMPING STATION.
ELEVATION = 223.56'
(NAVD 88 DATUM)



SITE BENCHMARK
SURVEY CONTROL POINT
MAG AND SHINER SET IN ASPHALT
ELEVATION = 420.90'
(NAVD 88 DATUM)

VICINITY MAP
NO SCALE

EASEMENT NOTE
EASEMENTS ARE SHOWN PER THE
PRELIMINARY TITLE REPORT ISSUED BY OLD
REPUBLIC TITLE COMPANY, ORDER NO.
0616018760-SL, DATED AS OF APRIL 5, 2021
ENCROACHMENT EASEMENTS, MAINTENANCE
EASEMENTS, DRAINAGE EASEMENTS, COMMON
UTILITY METER EASEMENTS EXIST PER DOC
24512387. SAID EASEMENTS ARE NOT
PLOTTABLE OF RECORD.

EXHIBIT NOTE
THIS EXHIBIT IS INTENDED ONLY AS AN AID TO DETERMINE
THE AVERAGE LOT SLOPE OF THE SUBJECT PROPERTY.
SITE SURVEY INFORMATION, INCLUDING BUT NOT LIMITED
TO, UTILITIES, FENCES AND SPECIFIC SPOT GRADES MAY
BE REMOVED FOR CLARITY.
REFER TO THE SITE SURVEY BY LEA & BRAZE, INC., FOR
COMPLETE SITE SURVEY INFORMATION

CITY OF MILPITAS
LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS | LAND SURVEYORS
CALCULATIONS BY LEA & BRAZE ENGINEERING
(510) 887-4086
CALCULATION OF AVERAGE SLOPE

PROPERTY OWNER(S)			
PROPERTY ADDRESS		1321 Terra Vista Court	
CALCULATED BY	R. West	DATE	February 16, 2022
REFERENCE MAP:	Survey by Lea & Braze Engineering	JOB#	2211757

1. CALCULATION OF AVERAGE SLOPE
A. NET AREA (An)* 45781.12 SF B. CONTOUR INTERVAL (I) 2.0 FT.
C. DRAWING SCALE 1" = 16'
D. CONTOUR LENGTH WITHIN NET AREA OF LOT (An)

CONTOUR	LENGTH (FEET)	CONTOUR	LENGTH (INCHES)	CONTOUR	LENGTH (INCHES)	CONTOUR	LENGTH (INCHES)
396	0.0	432	17.5				
398	0.1	434	18.0				
400	0.9	436	18.1				
402	1.7	438	18.7				
404	2.5	440	16.3				
406	3.4	442	15.2				
408	4.6	444	14.3				
410	6.5	446	13.5				
412	7.9	448	12.8				
414	8.9	450	12.1				
416	10.0	452	11.3				
418	11.2	454	10.7				
420	12.4	456	10.0				
422	15.1	458	8.3				
424	17.5	460	4.9				
426	18.1	462	0.0				
428	17.7	464					
430	17.2	466					
						TOTAL 357.4	

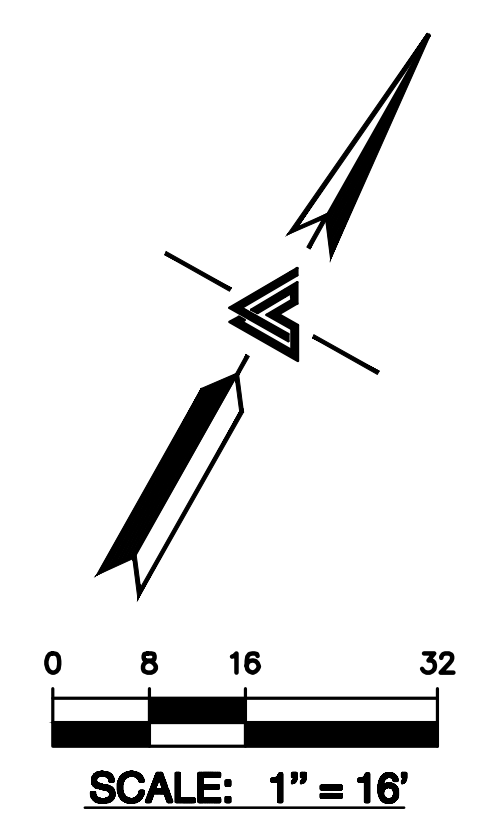
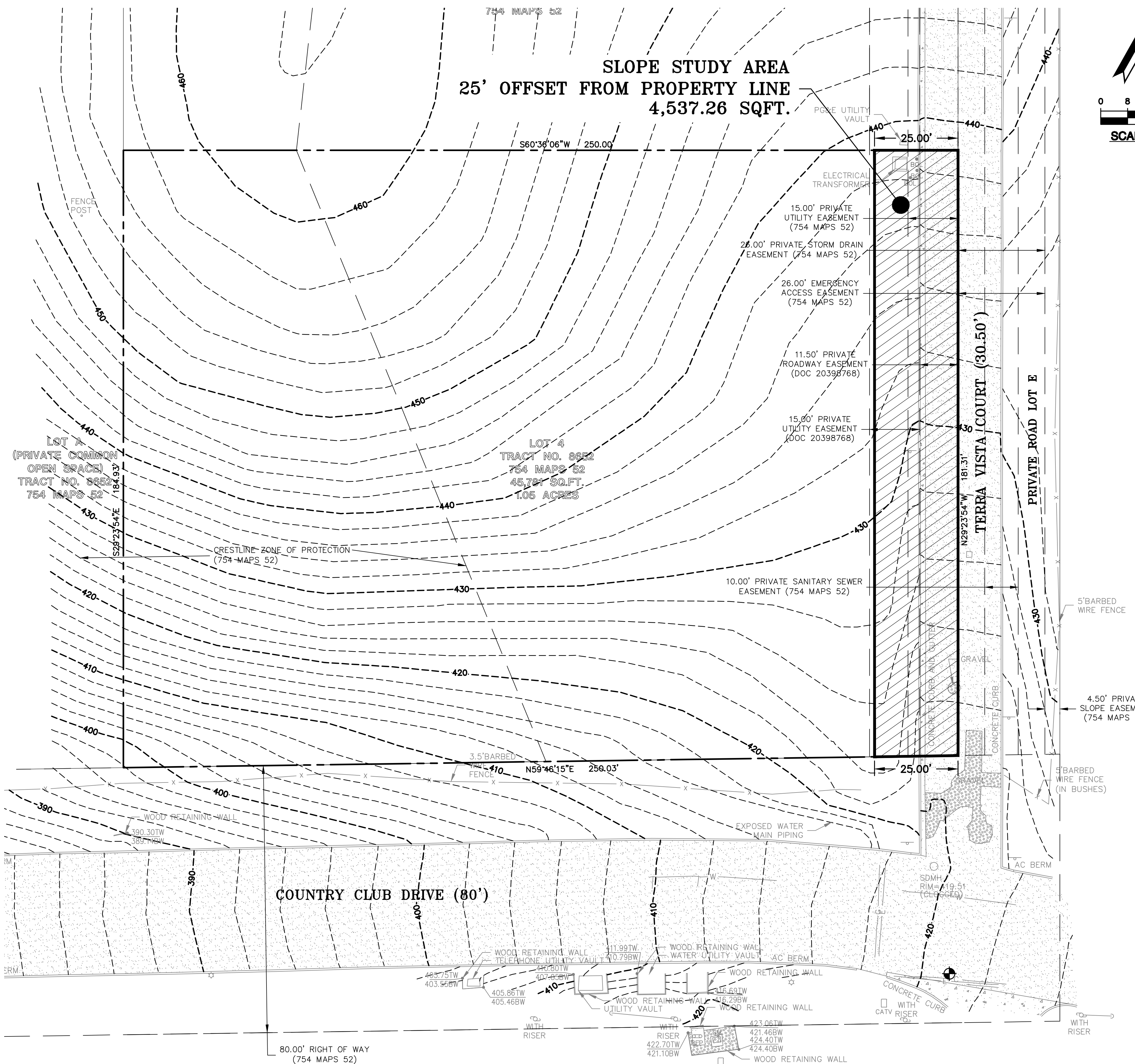
CONVERT INCHES TO FEET (MULTIPLY BY MAP SCALE) = (L) =
E. AVERAGE SLOPE WITHIN NET AREA OF LOT
S= 100 (2 FT) 5718.4 = 25.0%
45781.12 SF



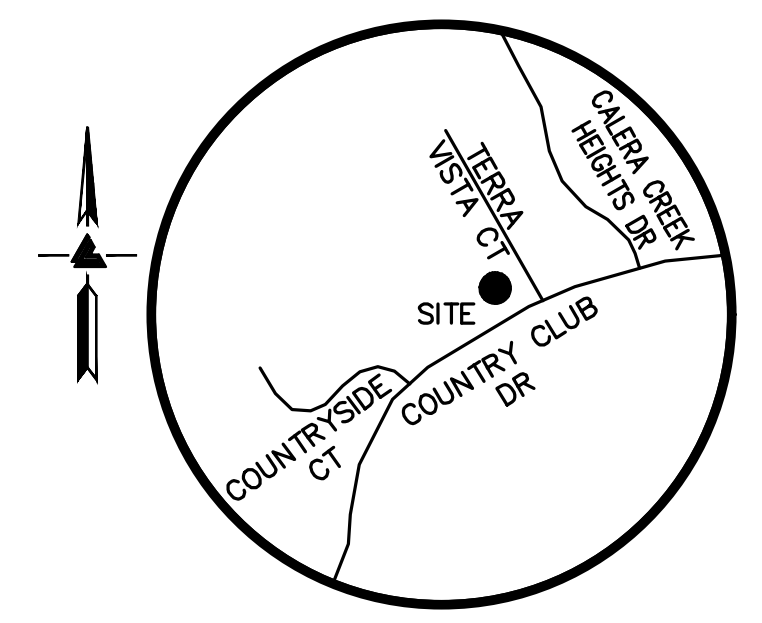
LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS | LAND SURVEYORS
REGIONAL OFFICES:
SAN FRANCISCO OFFICE: 1000 CALIFORNIA, SUITE 100, SAN FRANCISCO, CA 94108
SAN JOSE OFFICE: 1000 CALIFORNIA, SUITE 100, SAN JOSE, CA 95128
(510) 887-4086
WWW.LEABRAZE.COM

1321 TERRA VISTA COURT
MILPITAS
CALIFORNIA
APN: 029-07-012
SANTA CLARA COUNTY

AVERAGE LOT SLOPE EXHIBIT	
REVISIONS	BY
JOB NO: 2211757	
DATE: 11-3-21	
SCALE: 1"=16'	
BNDY BY: DN	
FIELD BY: BC	
DRAWN BY: ZB	
SHEET NO:	
SL-1	
1 OF 1 SHEETS	



BENCHMARK
CITY OF MILPITAS BENCHMARK
CITY CC PUMP
BRASS DISK IN MONUMENT WELL,
0.2 MILE EAST OF INTERSECTION,
NORTH PARK VICTORIA DRIVE AND
COUNTRY CLUB DRIVE, 50+ NORTH
OF PUMPING STATION.
ELEVATION = 223.56'
(NAVD 88 DATUM)



SITE BENCHMARK
SURVEY CONTROL POINT
MAG AND SHINER SET IN ASPHALT
ELEVATION = 420.90'
(NAVD 88 DATUM)

VICINITY MAP
NO SCALE

EASEMENT NOTE
EASEMENTS ARE SHOWN PER THE
PRELIMINARY TITLE REPORT ISSUED BY OLD
REPUBLIC TITLE COMPANY, ORDER NO.
0616018760-SL, DATED AS OF APRIL 5, 2021
ENCROACHMENT EASEMENTS, MAINTENANCE
EASEMENTS, DRAINAGE EASEMENTS, COMMON
UTILITY METER EASEMENTS EXIST PER DOC
24512387. SAID EASEMENTS ARE NOT
PLOTTABLE OF RECORD.

EXHIBIT NOTE
THIS EXHIBIT IS INTENDED ONLY AS AN AID TO DETERMINE
THE AVERAGE LOT SLOPE OF THE SUBJECT PROPERTY.
SITE SURVEY INFORMATION, INCLUDING BUT NOT LIMITED
TO, UTILITIES, FENCES AND SPECIFIC SPOT GRADES MAY
BE REMOVED FOR CLARITY.
REFER TO THE SITE SURVEY BY LEA & BRAZE, INC., FOR
COMPLETE SITE SURVEY INFORMATION

CITY OF MILPITAS
LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
(510) 887-4086
CALCULATIONS BY LEA & BRAZE ENGINEERING

STUDY AREA - CALCULATION OF AVERAGE SLOPE
STUDY AREA IS AREA WITHIN 25' OFFSET FROM THE EAST (ROADWAY) PROPERTY LINE

PROPERTY OWNER(S)			
PROPERTY ADDRESS		1321 Terra Vista Court	
CALCULATED BY		R. West	DATE March 4, 2022
REFERENCE MAP:		Survey by Lea & Braze Engineering	JOB# 2211757

1. CALCULATION OF AVERAGE SLOPE
A. NET AREA (An)* 4537.26 SF
B. CONTOUR INTERVAL (I) 2.0 FT.
C. DRAWING SCALE 1" = 16'
D. CONTOUR LENGTH WITHIN NET AREA OF LOT (An)

CONTOUR	LENGTH (FEET)	CONTOUR	LENGTH (INCHES)	CONTOUR	LENGTH (INCHES)	CONTOUR	LENGTH (INCHES)
420	0.0	456					
422	1.8	458					
424	3.2	460					
426	3.6	462					
428	3.4	464					
430	2.7	466					
432	2.4	468					
434	1.7	470					
436	1.6	472					
438	1.7	474					
440	0.0	476					
442		478					
444		480					
446		482					
448		484					
450		486					
452		488					
454		490					
TOTAL		22.1					

CONVERT INCHES TO FEET (MULTIPLY BY MAP SCALE) = (L) =
E. AVERAGE SLOPE WITHIN NET AREA OF LOT
S = $\frac{100}{4537.26 \text{ SF}} \times \frac{353.6 \text{ FT}}{(2 \text{ FT})} = 15.6\%$



LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
REGIONAL OFFICES:
MAIN OFFICE: 1321 TERRA VISTA COURT, WEST
MILPITAS, CALIFORNIA 94545
(510) 887-4086
WWW.LEABRAZE.COM

1321 TERRA VISTA COURT
MILPITAS
CALIFORNIA
SANTA CLARA COUNTY
APN: 029-07-012

AVERAGE SLOPE
EXHIBIT
(25' OFFSET STUDY AREA)

REVISIONS	BY
JOB NO: 2211757	
DATE: 11-3-21	
SCALE: 1"=16'	
BNDY BY: DN	
FIELD BY: BC	
DRAWN BY: ZB	
SHEET NO:	

SL-2
1 OF 1 SHEETS

A map of the study area, enclosed in a large circle. A north arrow is located in the upper left corner. The map shows several labeled areas: 'TERRA VISTA CT' (top center), 'CUDRA GREEK HIGHTS DR' (top right), 'COUNTRY CLUB DR' (bottom center), 'COUNTRY SIDE CT' (bottom left), and 'SITE' (center). A black dot marks the 'SITE' location, which is situated between 'TERRA VISTA CT' and 'COUNTRY CLUB DR'.

NO SCALE

OWNER:	VU NGUYEN 393 LOS COCHES STREET MILPITAS, CA, 95035
--------	---

THIS GRADING AND DRAINAGE PLAN IS SUPPLEMENTAL TO: 1. TOPOGRAPHIC SURVEY BY LEA BRAZE ENGINEERING INC., ENTITLED: "TOPOGRAPHIC SURVEY" 1321 TERRA VISTA COURT MILPITAS, CA., 95035 DATED: NOVEMBER 3, 2021 JOB# 2211757 2. SITE PLAN BY STUDIO S SQUARED ENTITLED: "TRAN - NGUYEN RESIDENCE" 1321 TERRA VISTA COURT MILPITAS, CA., 95035 DATED: SEPTEMBER 30, 2022 UPDATED: APRIL 20, 2023 3. SOIL REPORT BY XXX, ENTITLED: "XXX" 1321 TERRA VISTA COURT MILPITAS, CA, 95035 JOB# XXX DATE: XXX 4. LANDSCAPE PLAN BY XXX, ENTITLED "XXX" 1321 TERRA VISTA COURT MILPITAS, CA., 95035	THE CONTRACTOR SHALL REFER TO THE ABOVE NOTED SURVEY AND PLAN, AND SHALL VERIFY BOTH EXISTING AND PROPOSED ITEMS ACCORDING TO THEM.
---	--

CITY OF MILPITAS BENCHMARK
CITY CC PUMP
BRASS DISK IN MONUMENT WELL,
0.2 MILE EAST OF INTERSECTION,
NORTH PARK VICTORIA DRIVE AND
COUNTRY CLUB DRIVE, 50+ NORTH
OF PUMPING STATION.
ELEVATION = 223.56'
(NAVD 88 DATUM)

SURVEY CONTROL POINT
MAG AND SHINER SET IN ASPHALT
ELEVATION = 420.90'
(NAVD 88 DATUM)

ALL UNDERGROUND PIPE TYPES,
SIZES AND LOCATION SHOWN ON
THIS SURVEY ARE BASED ON
VISUAL OBSERVATION. ANY USE OF
THIS INFORMATION SHOULD BE
VERIFIED, BEFORE ITS USE, WITH
THE CONTROLLING MUNICIPALITY
OR UTILITY PROVIDER. THIS
SURVEY MAKES NO GUARANTEE OF
THE INSTALLED ACTUAL LOCATION,
DEPTHS OR SIZE.

TREE SIZE, TYPE AND DRIPLINES ARE
 BASED ON A VISUAL OBSERVATION.
 FINAL DETERMINATION SHOULD BE
 MADE BY THE PROJECT ARBORIST.

ALL DISTANCES AND DIMENSIONS ARE
IN FEET AND DECIMALS.

BUILDING FOOTPRINTS ARE SHOWN TO
FINISHED MATERIAL (STUCCO/SIDING)
AT GROUND LEVEL.

FINISH FLOOR ELEVATIONS ARE TAKEN
AT DOOR THRESHOLD (EXTERIOR).

THE AREA OF THE SURVEYED LOT IS
45,781± SQUARE FEET / 1.05± ACRES

EASEMENTS ARE SHOWN PER THE
PRELIMINARY TITLE REPORT ISSUED BY OLD
REPUBLIC TITLE COMPANY, ORDER NO.
616018760-SL, DATED AS OF APRIL 5, 2021.
ENCROACHMENT EASEMENTS, MAINTENANCE
EASEMENTS, DRAINAGE EASEMENTS, COMMON
UTILITY METER EASEMENTS EXIST PER DOC
24512387. SAID EASEMENTS ARE NOT
PLOTTABLE OF RECORD.

PROPERTY COMPLETELY OUT OF
SPECIAL FLOOD HAZARD AREA (SFHA)

FLOOD INSURANCE RATE MAP
NO.: 06085C0059
EFFECTIVE DATE: FEBRUARY 19, 2014

1.	C-1.0	TITLE SHEET
2.	C-2.0	GRADING & DRAINAGE PLAN- BASEMENT LEVEL
3.	C-2.1	GRADING & DRAINAGE PLAN - MAIN LEVEL
4.	C-2.2	SITE SECTION A-A
5.	C-2.3	SITE SECTION B-B
6.	C-2.4	DRIVEWAY PROFILE
7.	C-2.5	DRIVEWAY PROFILE
8.	C-3.0	UTILITY PLAN
9.	C-4.0	DETAILS
10.	C-4.1	DETAILS
11.	C-5.0	GRADING SPECIFICATIONS
12.	ER-1	EROSION CONTROL
13.	ER-2	EROSION CONTROL DETAILS

CUBIC YARDS	WITHIN BUILDING FOOTPRINT	OUTSIDE BUILDING FOOTPRINT	TOTAL CUBIC YARDS
CUT	715	2,290	3,005
FILL	100	335	435
EXPORT			2,570

GRADING QUANTITIES REPRESENT BANK YARDAGE. IT DOES NOT INCLUDE ANY SWELLING OR SHRINKAGE FACTORS AND IS INTENDED TO REPRESENT IN-SITU CONDITIONS. QUANTITIES DO NOT INCLUDE OVER-EXCAVATION, TRENCHING, STRUCTURAL FOUNDATIONS OR PIERS, OR POOL EXCAVATION (IF ANY). NOTE ADDITIONAL EARTHWORKS, SUCH AS KEYWAYS OR BENCHING MAY BE REQUIRED BY THE GEOTECHNICAL ENGINEER IN THE FIELD AT TIME OF CONSTRUCTION. CONTRACTOR TO VERIFY QUANTITIES.

NOTE:
FOR CONSTRUCTION STAKING
SCHEDULING OR QUOTATIONS
PLEASE CONTACT ALEX ABAYA
AT LEA & BRAZE ENGINEERING
(510)887-4086 EXT 116.
aabaya@leabraz.com

*** BUILDING PAD NOTE:**
ADJUST PAD LEVEL AS
REQUIRED. REFER TO
STRUCTURAL PLANS
FOR SLAB SECTION OR
CRAWL SPACE DEPTH
TO ESTABLISH PAD
LEVEL.

LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

REGIONAL OFFICES:
ROSEVILLE
DURBIN
SAN JOSE

MAIN OFFICE:
2495 INDUSTRIAL PKWY WEST
HAYWARD, CALIFORNIA 94545
(510) 887-4086

WWW.LEABRAZE.COM

TRAN - NGUYEN RESIDENCE
1321 TERRA VISTA COURT
MILPITAS, CALIFORNIA 95035

SANTA CLARA COUNTY

TITLE SHEET

	PC #3 RESPONSES 09-26-2023	
	PC #2 RESPONSES 07-13-23	
	PC #1 RESPONSES 05-12-23	
		<

PROPOSED

DESCRIPTION

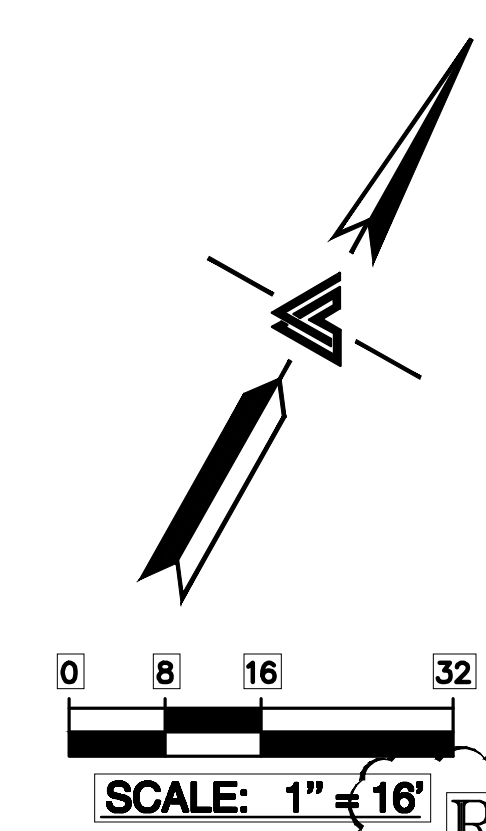
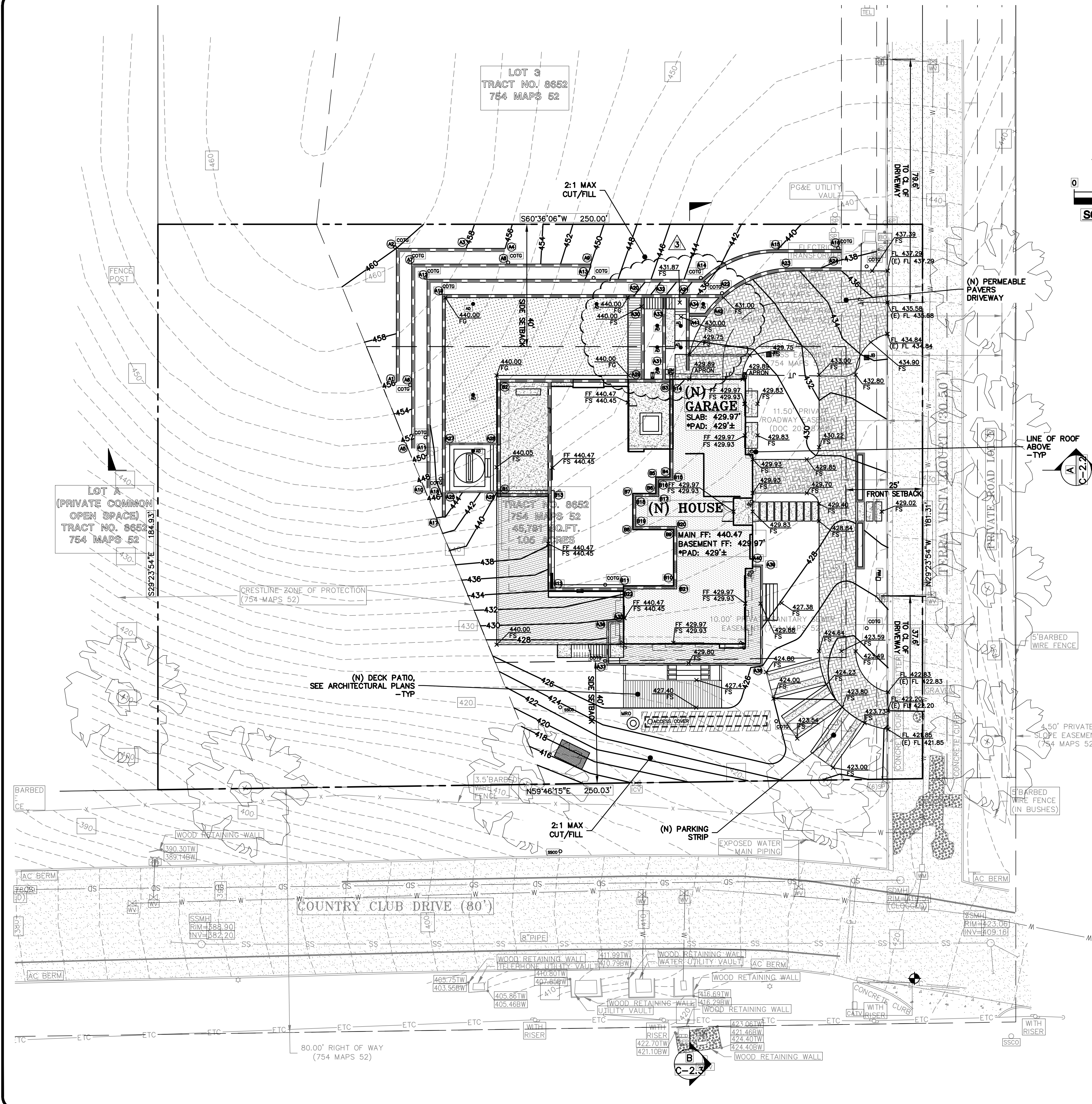
		BOUNDARY
		PROPERTY LINE
		RETAINING WALL
		LANDSCAPE RETAINING WALL
		RAINWATER TIGHTLINE
		SUBDRAIN LINE
		TIGHTLINE
		STORM DRAIN LINE
		SANITARY SEWER LINE
		WATER LINE
		GAS LINE
		STORM DRAIN PRESSURE LINE
		SANITARY SEWER PRESSURE LINE
		JOINT TRENCH
		SET BACK LINE
		CONCRETE VALLEY GUTTER
		EARTHEN SWALE
		CATCH BASIN
		JUNCTION BOX
		AREA DRAIN
		CURB INLET
		STORM DRAIN MANHOLE
		FIRE HYDRANT
		SANITARY SEWER MANHOLE
		STREET SIGN
		SPOT ELEVATION
		FLOW DIRECTION
		DEMOLISH/REMOVE
		BENCHMARK
		CONTOURS
		TREE TO BE REMOVED
		TREE PROTECTION FENCING

AB	AGGREGATE BASE	LF	LINEAR FEET
AC	ASPHALT CONCRETE	MAX	MAXIMUM
ACC	ACCESSIBLE	MH	MANHOLE
AD	AREA DRAIN	MIN	MINIMUM
BC	BEGINNING OF CURVE	MON.	MONUMENT
B & D	BEARING & DISTANCE	MRO	METERED RELEASE OUTLET
BM	BENCHMARK	(N)	NEW
BUB	BUBBLER BOX	NO.	NUMBER
BW/FG	BOTTOM OF WALL/FINISH GRADE	NTS	NOT TO SCALE
CB	CATCH BASIN	O.C.	ON CENTER
C & G	CURB AND GUTTER	O/	OVER
C	CENTER LINE	(PA)	PLANTING AREA
CPP	CORRUGATED PLASTIC PIPE (SMOOTH INTERIOR)	PED	PEDESTRIAN
CO	CLEANOUT	PIS	POST INDICATOR VALVE
COTG	CLEANOUT TO GRADE	PVV	PUBLIC SERVICES EASEMENT
CONC	CONCRETE	R	PROPERTY LINE
CONST	CONSTRUCT OR -TION	PP	POWER POLE
CONC COR	CONCRETE CORNER	PUE	PUBLIC UTILITY EASEMENT
CY	CUBIC YARD	PVC	POLYVINYL CHLORIDE
D	DIAMETER	R	RADIUS
DI	DROP INLET	RCF	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE	RIM	RIM ELEVATION
EA	EACH	RW	RAINWATER
EC	END OF CURVE	R/W	RIGHT OF WAY
EG	EXISTING GRADE	S	SLOPE
EL	ELEVATIONS	S.A.D.	SEE ARCHITECTURAL DRAWINGS
EQ	EDGE OF PAVEMENT	SAN	SANITARY
EW	EQUIPMENT	SD	STORM DRAIN
EQ	EACH WAY	SDMH	STORM DRAIN MANHOLE
(E)	EXISTING	SHT	SHEET
FC	FACE OF CURB	S.L.D.	SECTION LANDSCAPE DRAWINGS
FF	FINISHED FLOOR	SPEC	SPECIFICATION
FG	FINISHED GRADE	SS	SANITARY SEWER
FH	FIRE HYDRANT	SSCO	SANITARY SEWER CLEANOUT
FL	FLOW LINE	SSMH	SANITARY SEWER MANHOLE
FS	FINISHED SURFACE	ST.	STREET
G	GAS	STA	STATION
GA	GAGE OR GAUGE	STD	STANDARD
GB	GRADE BREAK	STRUCT	STRUCTURAL
HDPE	HIGH DENSITY CORRUGATED POLYETHYLENE PIPE	T	TELEPHONE
HORIZ	HORIZONTAL	TC	TOP OF CURB
HI PT	HIGH POINT	TOW	TOP OF WALL
H&T	HUB & TACK	TEMP	TEMPORARY
ID	INSIDE DIAMETER	TP	TOP OF PAVEMENT
INV	INVERT ELEVATION	TW/FG	TOP OF WALL/FINISH GRADE
JB	JUNCTION BOX	TYP	TYPICAL
JT	JOINT TRENCH	VC	VERTICAL CURVE
JP	JOINT UTILITY POLE	VCP	VITRIFIED CLAY PIPE
L	LENGTH	VERT	VERTICAL
LN DG	LENGTH	W	WATER
		W. WL	WATER LINE
		WM	WATER METER
		WWF	WELDED WIRE FABRIC

$$1'' = 30'$$

1. TW/FG REPRESENTS FINISHED EARTHEN GRADE OR PAVEMENT ELEVATION AT TOP OF WALL, NOT ACTUAL TOP OF WALL MATERIAL. BW/FG REPRESENTS FINISH EARTHEN GRADE OR PAVEMENT ELEVATION AT BOTTOM OF WALL NOT INCLUDING FILL FOUNDATION. GRADES INDICATED ON THESE PLANS REFER TO THE FINISHED GRADES ADJACENT TO THE RETAINING WALL, NOT INCLUDING FOOTING, FREEBOARD, ETC.
2. DIMENSIONS SHOWN IN BRACKETS SHOWN AS [X.X'] DENOTE THE EFFECTIVE WALL HEIGHT ONLY. THE ACTUAL WALL HEIGHT AND DEPTH MAY DIFFER DUE TO CONSTRUCTION REQUIREMENTS.
3. REFER TO SPECIFIC WALL CONSTRUCTION DETAIL FOR STRUCTURAL ELEMENTS, FREEBOARD, AND EMBEDMENT.
4. REFER TO ARCHITECTURAL, LANDSCAPE ARCHITECTURE, AND/OR STRUCTURAL PLANS FOR DETAILS. WALL ELEVATIONS, SUBDRAINAGE, WATERPROOFING, FINISHES, COLORS, STEEL REINFORCING, MATERIALS, ETC. PROVIDE CLIPS OR OTHER MEANS OF SECURING FINISH MATERIALS AS NECESSARY (WET SET INTO THE WALL).
5. ALL RETAINING WALLS SHOULD HAVE A BACK-OF-WALL SUB-SURFACE DRAINAGE SYSTEM INCLUDING WEEPHOLES TO PREVENT HYDROSTATIC PRESSURE.
6. SEE DETAIL SHEET FOR SPECIFIC INFORMATION.
7. PROVIDE GUARDRAIL (WHERE APPLICABLE AND DESIGNED BY OTHERS) AS REQUIRED FOR GRADE SEPARATION OF 30 INCHES OR MORE MEASURED 5' HORIZONTALLY FROM FACE OF WALL, PER CBC.

A cross-sectional diagram of a wall. The wall is a vertical rectangle with a stippled texture. It is embedded in a foundation with a hatched texture. The top of the wall is labeled 'TOW (FINISHED TOP OF WALL) FLAT OR SLOPING TOP OF WALL BY OTHERS'. The top of the foundation is labeled 'TW/FG'. The bottom of the foundation is labeled 'BW/FG'. A vertical double-headed arrow indicates the 'EFFECTIVE WALL HEIGHT' from the BW/FG level to the TOW level.



FLATWORK KEYNOTES 1 TO X

FINISHED GRADES AT BUILDING PERIMETER SHALL BE SLOPED AT A MINIMUM OF 5% FOR THE FIRST 10' AWAY FROM THE BUILDING PER CBC 1804.4 OR TO AN APPROVED DRAINAGE SWALE OR STRUCTURE. GRADES SHALL CONTINUE TO SLOPE TOWARDS POSITIVE DRAINAGE AND A POSITIVE OUTFALL. MAINTAIN 8" CLEARANCE BETWEEN FINISH EARTHEN GRADE AND BOTTOM OF MUD SILL AT ALL TIMES PER CBC 2304.12.1.2 UNLESS STRUCTURAL DETAILING SHOWS LESS. REFER TO STRUCTURAL PLANS FOR FOUNDATION DESIGN AND DETAILS.

SLOPE GARAGE SLAB 1% MINIMUM (1/8" PER FOOT) FROM BACK TO FRONT TO ALLOW FOR ADEQUATE DRAINAGE. MAINTAIN 1/2" TO 1" LIP BETWEEN GARAGE SLAB AND DRIVEWAY. SEE PLANS FOR SPECIFIC DROP

PROVIDE 2% SLOPE ACROSS FLAT WORK AND/OR PAVING PER CBC 1804.4. SLOPE TOWARDS POSITIVE DRAINAGE AS SHOWN ON PLAN.

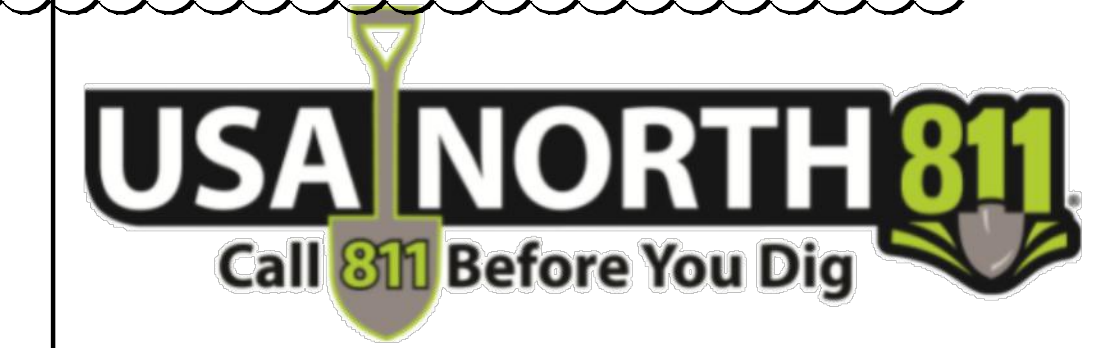
INSTALL (N) PERMEABLE CONCRETE PAVER DRIVEWAY. SEE DETAIL X ON SHEET C-X.

(N) CONCRETE PATIOS/WALKWAYS. SEE DETAIL X ON SHEET C-X.

RETAINING WALL CHART

EXTERIOR WALL DESIGNATION	BW/FG/FS	TW/FG/FS	EFFECTIVE HEIGHT
A1	456.00	456.00	0.0
A2	456.00	460.00	4.0
A3	456.00	458.00	2.0
A4	456.00	456.00	0.0
A5	451.00	451.00	0.0
A6	451.00	455.00	4.0
A7	451.00	455.00	4.0
A8	451.00	455.00	4.0
A9	450.00	450.00	0.0
A10	447.00	447.00	0.0
A11	446.50	450.00	3.5
A12	446.00	450.00	4.0
A13	446.00	449.00	3.0
A14	438.00	443.00	5.0
A15	438.00	440.00	2.0
A16	438.00	438.00	0.0
A17	444.00	444.00	0.0
A18	440.00	446.00	6.0
A19	440.00	445.00	5.0
A20	440.00	445.00	5.0
A21	430.00	436.00	6.0
A22	431.50	437.00	5.5
A23	434.25	437.00	2.8
A24	436.20	437.00	0.8
A25	440.00	446.00	6.0
A26	437.50	440.00	2.5
A27	437.50	440.00	2.5
A28	437.50	440.00	2.5
A29	437.50	440.00	2.5
A30	437.50	437.67	0.2
A31	430.00	436.00	6.0
A32	430.00	435.30	5.3
A33	430.00	436.00	6.0
A34	433.00	436.00	3.0
A35	429.97	430.00	0.0
A36	429.97	430.00	0.0
A37	427.00	429.80	2.8
A38	426.00	429.80	3.8
A39	429.00	429.80	0.8
A40	429.00	429.88	0.9
A41	430.00	433.00	3.0
A42	430.50	433.00	2.5

INTERIOR WALL DESIGNATION	BW/FS/FG	TW/FS/FG	EFFECTIVE HEIGHT
B1	438.00	439.47	1.5
B2	438.00	439.47	1.5
B3	438.00	439.47	1.5
B4	438.00	439.47	1.5
B5	438.00	439.47	1.5
B6	438.00	439.47	1.5
B7	438.00	439.47	1.5
B8	436.00	439.47	3.5
B9	435.00	439.47	4.5
B10	434.00	439.47	5.5
B11	434.00	439.47	5.5
B12	434.00	439.47	5.5
B13	434.00	439.47	5.5
B14	429.97	439.47	9.5
B15	429.97	439.47	9.5
B16	429.97	439.47	9.5
B17	429.97	439.47	9.5
B18	429.97	439.47	9.5
B19	429.97	439.47	9.5
B20	429.97	439.47	9.5
B21	429.97	439.47	9.5
B22	429.97	439.47	9.5



NOTE:
FOR CONSTRUCTION STAKING SCHEDULING OR QUOTATIONS PLEASE CONTACT ALEX ABAYA AT LEA & BRAZE ENGINEERING (510)887-4086 EXT 116. aabaya@leabraz.com

BUILDING PAD NOTE:
ADJUST PAD LEVEL AS REQUIRED. REFER TO STRUCTURAL PLANS FOR SLAB SECTION OR CRAWL SPACE DEPTH TO ESTABLISH PAD LEVEL.

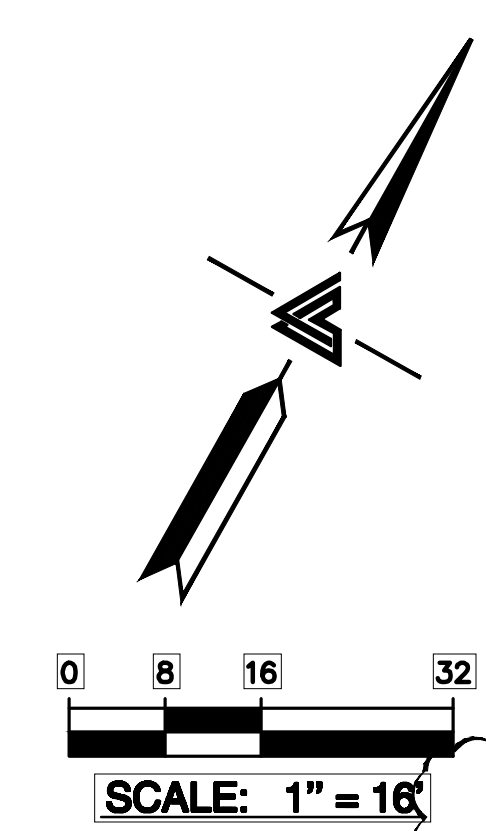
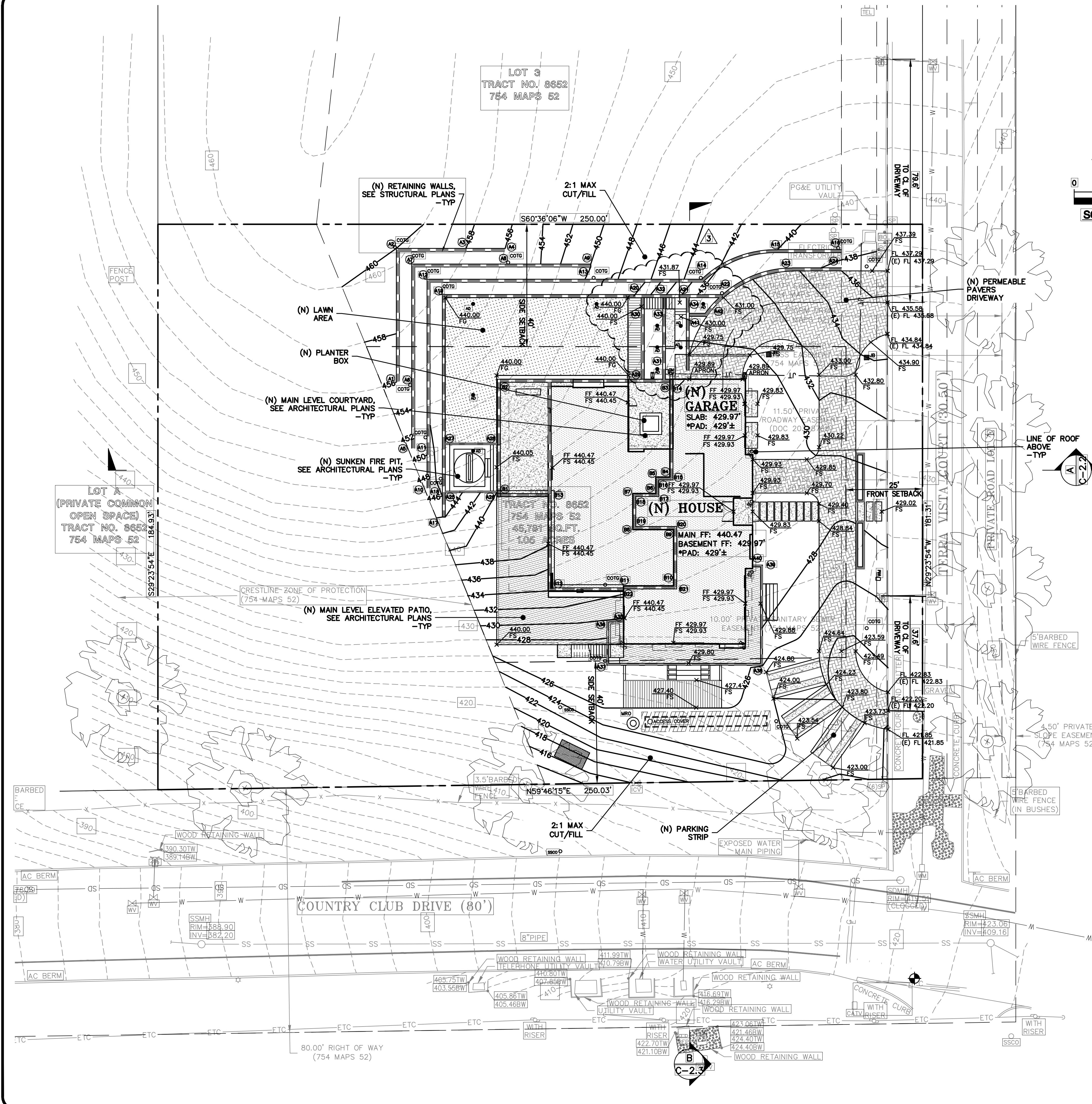


LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
REGIONAL OFFICES:
MAIN OFFICE: 10000 RIVINGTON AVE., SUITE 100, SAN JOSE, CA 95138
SAN JOSE OFFICE: 1000 RIVINGTON AVE., SUITE 100, SAN JOSE, CA 95138
(510) 887-4086
WWW.LEABRAZE.COM

TRAN - NGUYEN RESIDENCE
1321 TERRA VISTA COURT
MILPITAS, CALIFORNIA 95035
APN: 029-07-012
SANTA CLARA COUNTY

GRADING AND DRAINAGE - BASEMENT LEVEL

PC #3 RESPONSES 09-28-2023	MR
PC #2 RESPONSES 07-13-23	TT/PC
PC #1 RESPONSES 05-12-23	TT
REVISIONS	BY
JOB NO:	2221852
DATE:	12-02-22
SCALE:	AS NOTED
DESIGN BY:	TT
CHECKED BY:	DY
SHEET NO:	
C-2.0	
02 OF 13 SHEETS	



FLATWORK KEYNOTES 1 TO X
FINISHED GRADES AT BUILDING PERIMETER SHALL BE SLOPED AT A MINIMUM OF 5% FOR THE FIRST 10' AWAY FROM THE BUILDING PER CBC 1804.4 OR TO AN APPROVED DRAINAGE SWALE OR STRUCTURE. GRADES SHALL CONTINUE TO SLOPE TOWARDS POSITIVE DRAINAGE AND A POSITIVE OUTFALL. MAINTAIN 8" CLEARANCE BETWEEN FINISH EARTHEN GRADE AND BOTTOM OF MUD SILL AT ALL TIMES PER CBC 2304.12.1.2 UNLESS STRUCTURAL DETAILING SHOWS LESS. REFER TO STRUCTURAL PLANS FOR FOUNDATION DESIGN AND DETAILS.

SLOPE GARAGE SLAB 1% MINIMUM (1/8" PER FOOT) FROM BACK TO FRONT TO ALLOW FOR ADEQUATE DRAINAGE. MAINTAIN 1/2" TO 1" LIP BETWEEN GARAGE SLAB AND DRIVEWAY. SEE PLANS FOR SPECIFIC DROP

PROVIDE 2% SLOPE ACROSS FLAT WORK AND/OR PAVING PER CBC 1804.4. SLOPE TOWARDS POSITIVE DRAINAGE AS SHOWN ON PLAN.

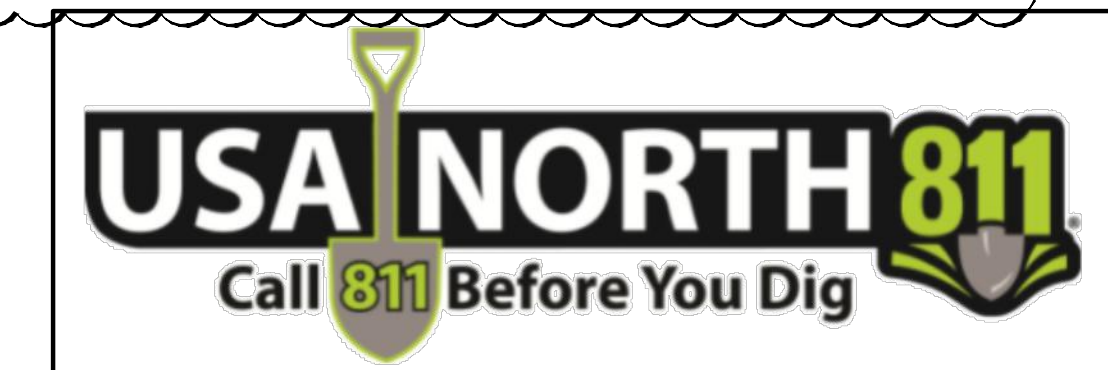
INSTALL (N) PERMEABLE CONCRETE PAVER DRIVEWAY. SEE DETAIL X ON SHEET C-X.

(N) CONCRETE PATIOS/WALKWAYS. SEE DETAIL X ON SHEET C-X.

RETAINING WALL CHART

EXTERIOR WALL DESIGNATION	BW/FG/FS	TW/FG/FS	EFFECTIVE HEIGHT
A1	456.00	456.00	0.0
A2	456.00	460.00	4.0
A3	456.00	458.00	2.0
A4	456.00	456.00	0.0
A5	451.00	451.00	0.0
A6	451.00	455.00	4.0
A7	451.00	455.00	4.0
A8	451.00	455.00	4.0
A9	450.00	450.00	0.0
A10	447.00	447.00	0.0
A11	446.50	450.00	3.5
A12	446.00	450.00	4.0
A13	446.00	449.00	3.0
A14	438.00	443.00	5.0
A15	438.00	440.00	2.0
A16	438.00	438.00	0.0
A17	444.00	444.00	0.0
A18	440.00	446.00	6.0
A19	440.00	445.00	5.0
A20	440.00	445.00	5.0
A21	430.00	436.00	6.0
A22	431.50	437.00	5.5
A23	434.25	437.00	2.8
A24	436.20	437.00	0.8
A25	440.00	446.00	6.0
A26	437.50	440.00	2.5
A27	437.50	440.00	2.5
A28	437.50	440.00	2.5
A29	437.50	440.00	2.5
A30	437.50	437.67	0.2
A31	430.00	436.00	6.0
A32	430.00	435.30	5.3
A33	430.00	436.00	6.0
A34	433.00	436.00	3.0
A35	429.97	430.00	0.0
A36	429.97	430.00	0.0
A37	427.00	429.80	2.8
A38	426.00	429.80	3.8
A39	429.00	429.80	0.8
A40	429.00	429.88	0.9
A41	430.00	433.00	3.0
A42	430.50	433.00	2.5

INTERIOR WALL DESIGNATION	BW/FS/FG	TW/FS/FG	EFFECTIVE HEIGHT
B1	438.00	439.47	1.5
B2	438.00	439.47	1.5
B3	438.00	439.47	1.5
B4	438.00	439.47	1.5
B5	438.00	439.47	1.5
B6	438.00	439.47	1.5
B7	438.00	439.47	1.5
B8	436.00	439.47	3.5
B9	435.00	439.47	4.5
B10	434.00	439.47	5.5
B11	434.00	439.47	5.5
B12	434.00	439.47	5.5
B13	434.00	439.47	5.5
B14	429.97	439.47	9.5
B15	429.97	439.47	9.5
B16	429.97	439.47	9.5
B17	429.97	439.47	9.5
B18	429.97	439.47	9.5
B19	429.97	439.47	9.5
B20	429.97	439.47	9.5
B21	429.97	439.47	9.5
B22	429.97	439.47	9.5



NOTE:
FOR CONSTRUCTION STAKING SCHEDULING OR QUOTATIONS PLEASE CONTACT ALEX ABAYA AT LEA & BRAZE ENGINEERING (510)887-4086 EXT 116. aabaya@leabrazeng.com

BUILDING PAD NOTE:
ADJUST PAD LEVEL AS REQUIRED. REFER TO STRUCTURAL PLANS FOR SLAB SECTION OR CRAWL SPACE DEPTH TO ESTABLISH PAD LEVEL.

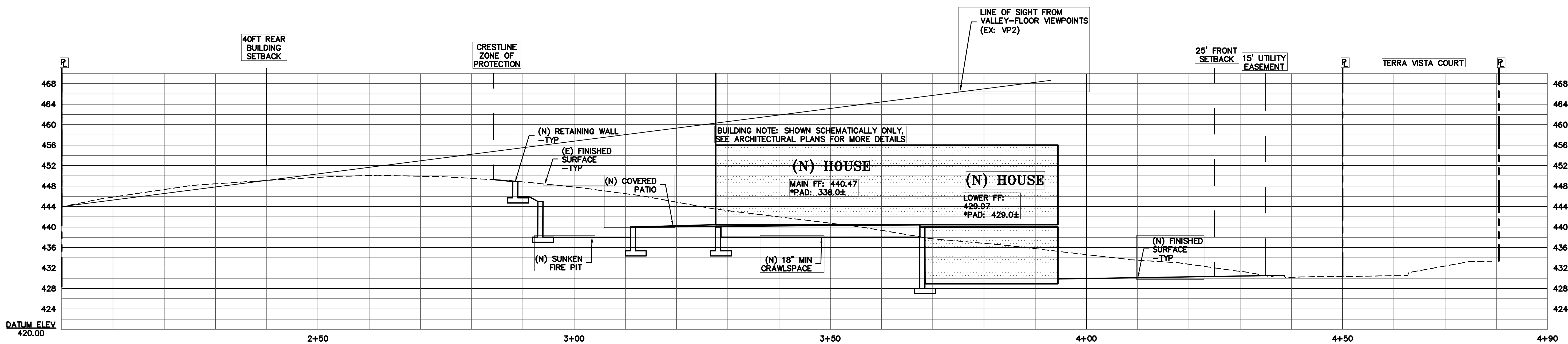
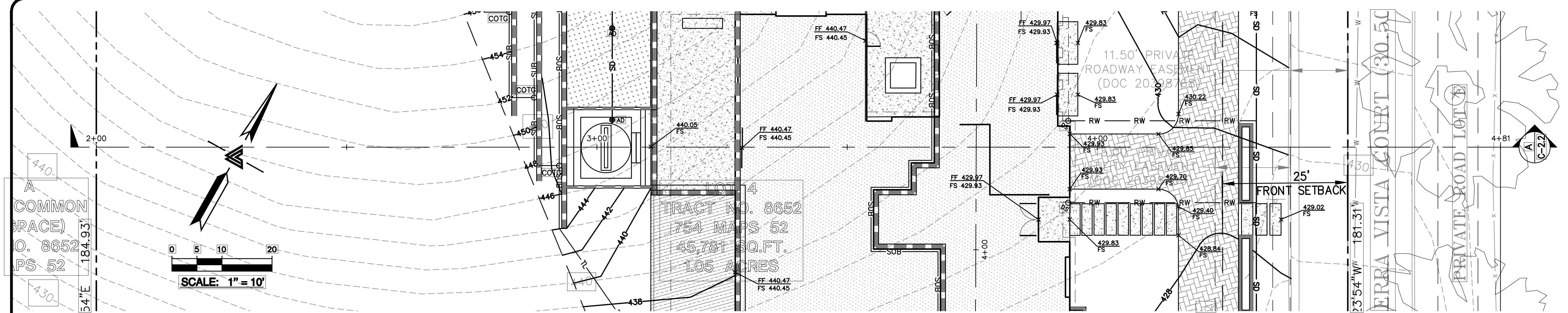


LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
REGIONAL OFFICES:
MAIN OFFICE: 1321 TERRA VISTA COURT
MILPITAS, CALIFORNIA 95035
(510) 887-4086
WWW.LEABRAZE.COM

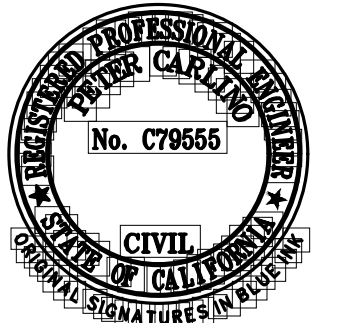
TRAN - NGUYEN RESIDENCE
1321 TERRA VISTA COURT
MILPITAS, CALIFORNIA 95035
SANTA CLARA COUNTY
APN: 029-07-012

GRADING AND DRAINAGE - MAIN LEVEL

PC #3 RESPONSES 09-28-2023	MR
PC #2 RESPONSES 07-13-23	TT/PC
PC #1 RESPONSES 05-12-23	TT
REVISIONS	BY
JOB NO:	2221852
DATE:	12-02-22
SCALE:	
DESIGN BY:	TT
CHECKED BY:	DY
SHEET NO:	
C-2.1	
03 OF 13 SHEETS	



SECTION A-A PROFILE
SCALE: 1" = 10' HORIZ & VERT

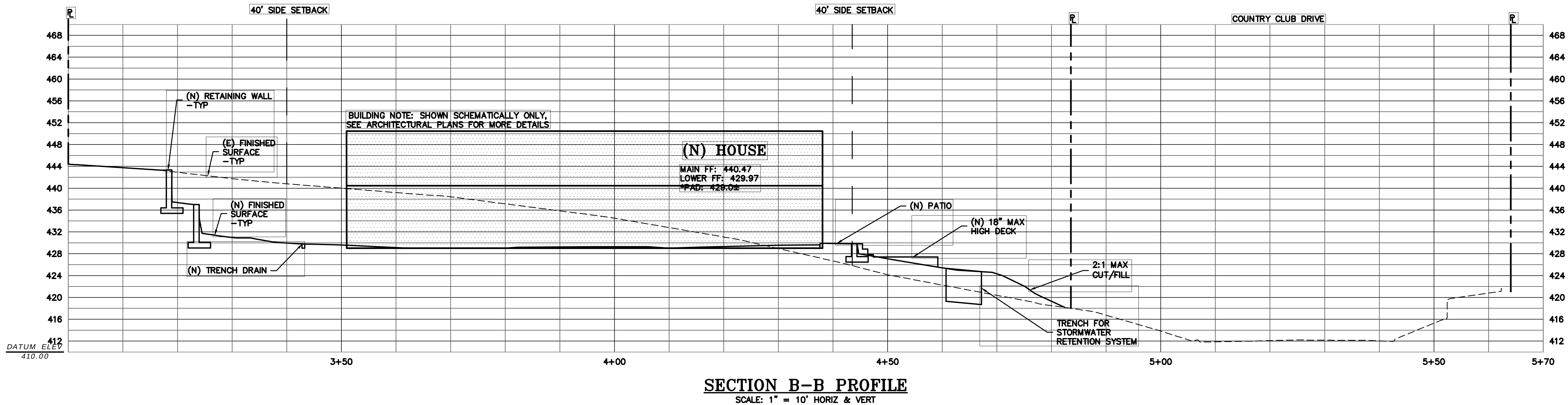
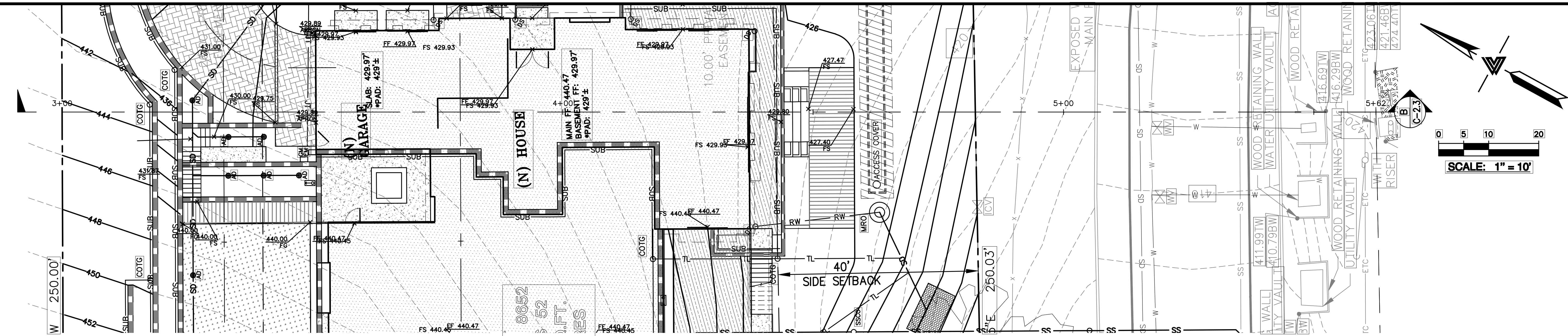


LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
REGIONAL OFFICES:
MAIN OFFICE: 10000 RIVINGTON AVE., SUITE 100, SAN JOSE, CA 95138
SAN JOSE OFFICE: 1000 RIVINGTON AVE., SUITE 100, SAN JOSE, CA 95138
(510) 887-4086
WWW.LEABRAZE.COM

TRAN - NGUYEN RESIDENCE
1321 TERRA VISTA COURT
MILPITAS, CALIFORNIA 95035
SANTA CLARA COUNTY
APN: 029-07-012

GRADING AND
DRAINAGE-
MAIN LEVEL

PC #3 RESPONSES 09-28-2023	MR
PC #2 RESPONSES 07-13-23	TT/PC
PC #1 RESPONSES 05-12-23	TT
REVISIONS	BY
JOB NO:	2221852
DATE:	12-02-22
SCALE:	
DESIGN BY:	TT
CHECKED BY:	DY
SHEET NO:	
C-2.2	
04 OF 13 SHEETS	

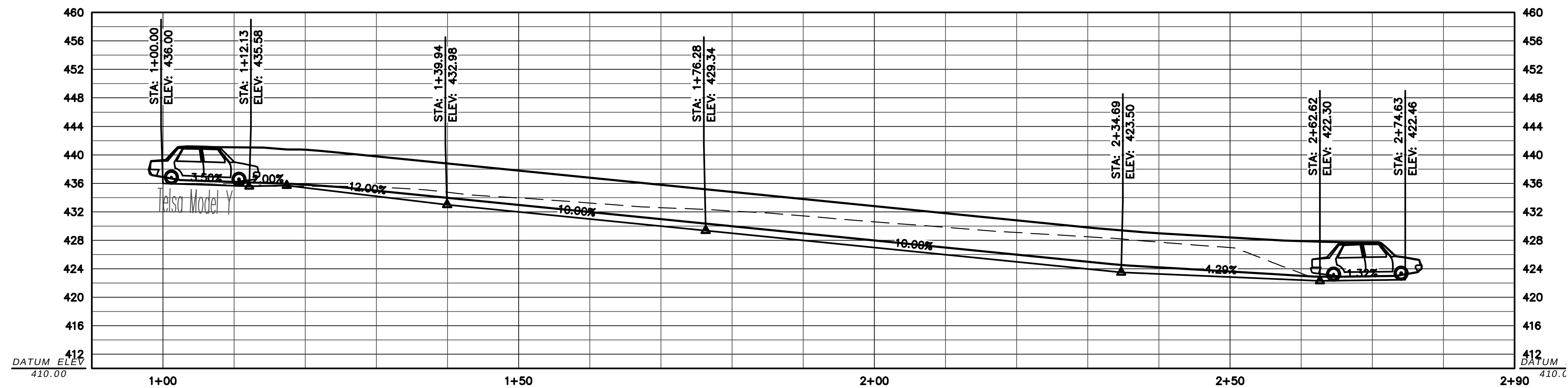
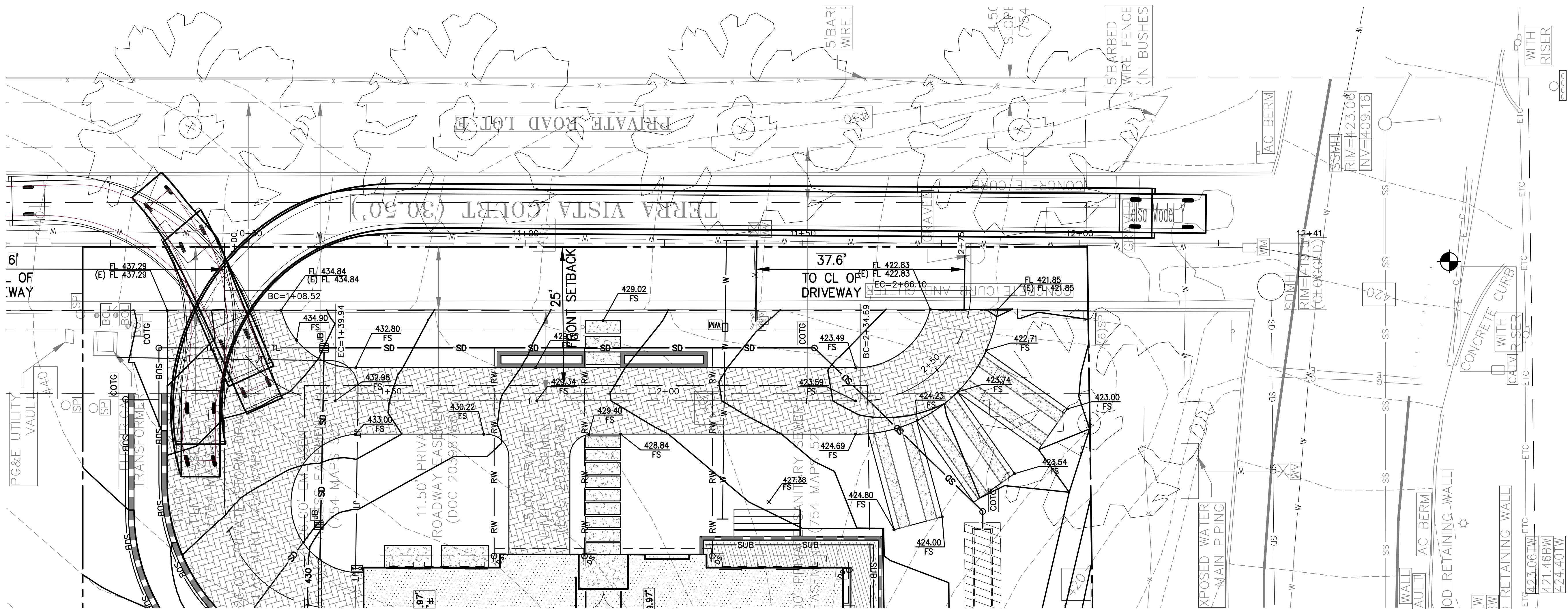


LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
REGIONAL OFFICES:
MAIN OFFICE: 10000 PINKY WEST
HAYWARD, CALIFORNIA 94545
(510) 887-4086
WWW.LEABRAZE.COM

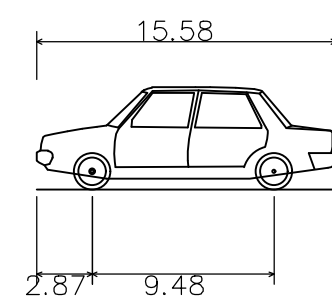
TRAN - NGUYEN RESIDENCE
1321 TERRA VISTA COURT
MILPITAS, CALIFORNIA 95035
SANTA CLARA COUNTY
APN: 029-07-012

GRADING AND DRAINAGE - MAIN LEVEL

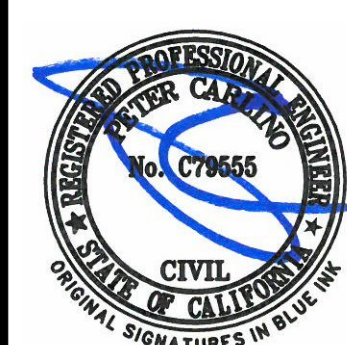
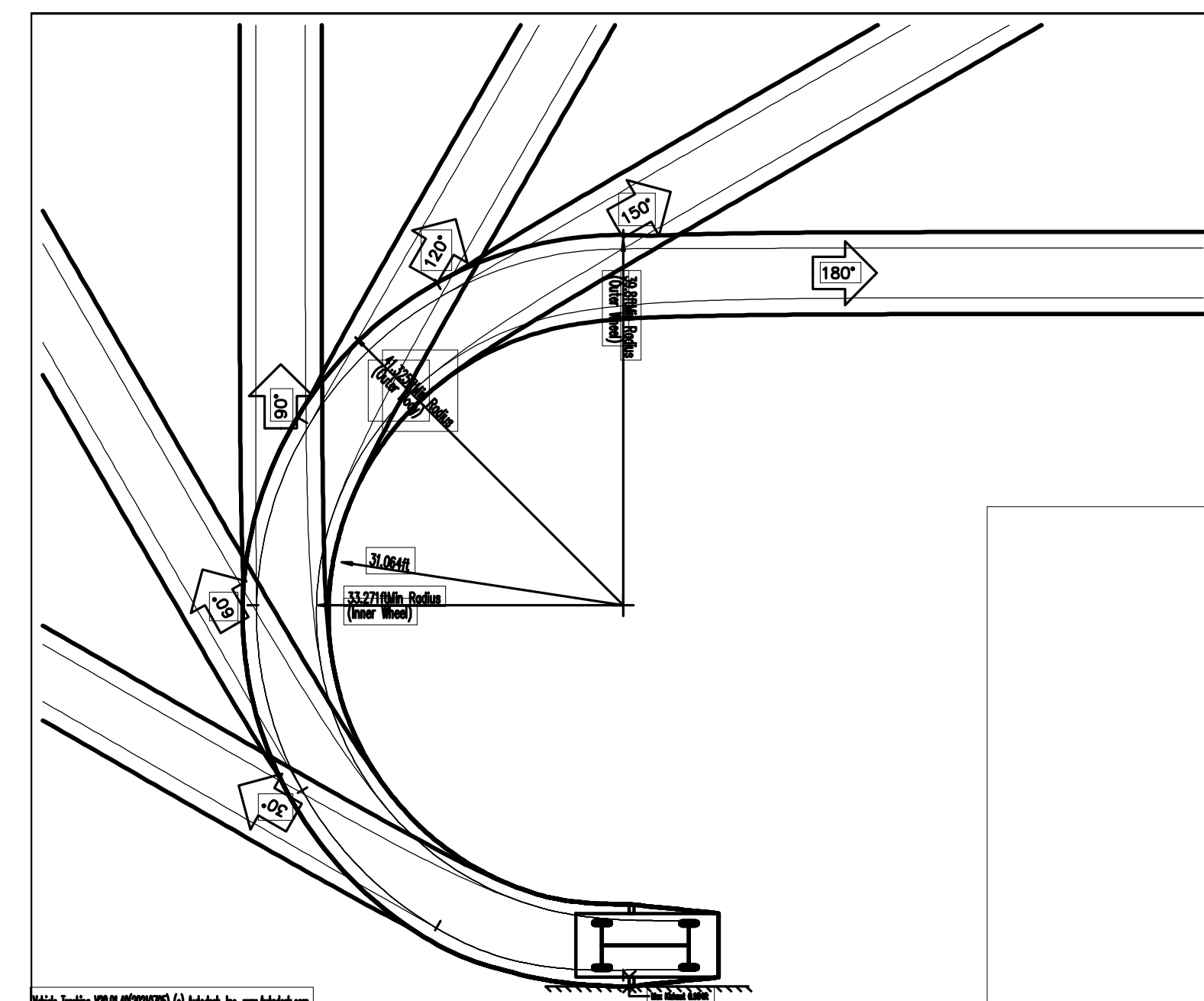
PC #3 RESPONSES 09-28-2023	MR
PC #2 RESPONSES 07-13-23	TT/PC
PC #1 RESPONSES 05-12-23	TT
REVISIONS	BY
JOB NO:	2221852
DATE:	12-02-22
SCALE:	
DESIGN BY:	TT
CHECKED BY:	DY
SHEET NO:	
C-2.3	
05 OF 13 SHEETS	



FRONT DWY PROFILE
SCALE: 1" = 10' HORIZ & VERT



Telsa Model Y
Overall Length 15.580ft
Overall Width 9.480ft
Overall Body Height 2.870ft
Min Body Ground Clearance 0.546ft
Max Track Width 5.400ft
Lock-to-lock time 4.00s
Curb to Curb Turning Radius 39.800ft

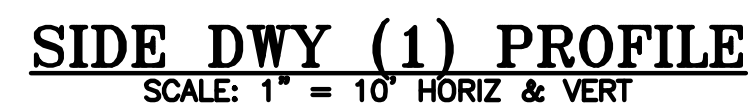
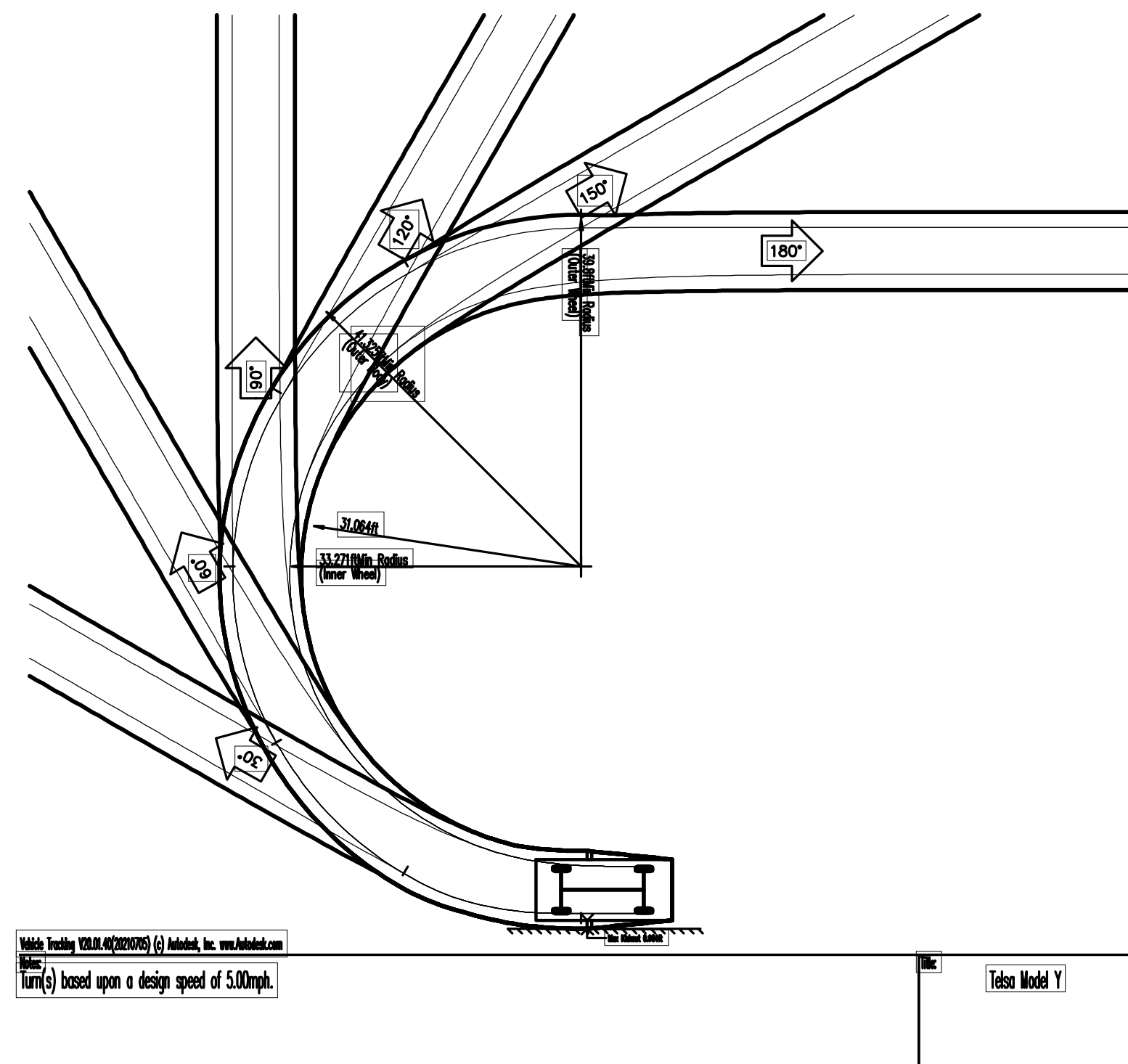
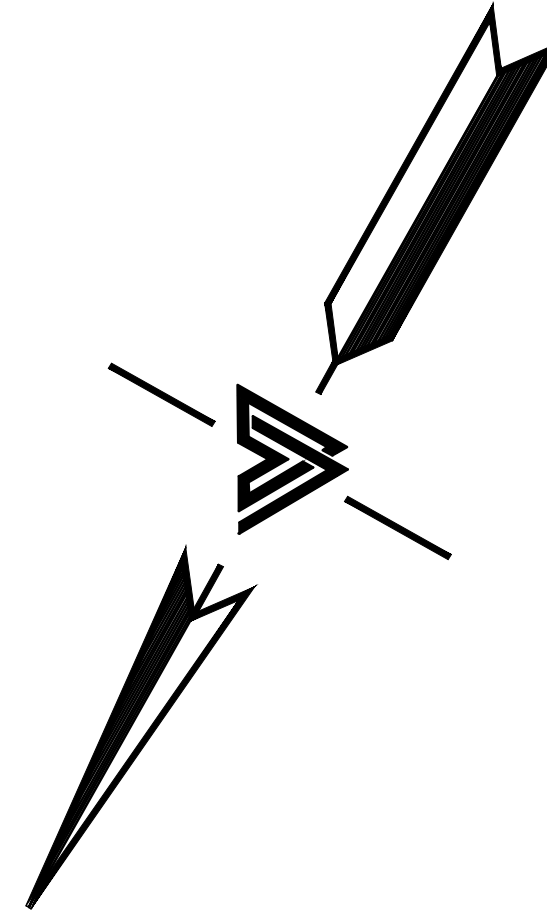


LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
REGIONAL OFFICES:
MAIN OFFICE: 10000 W. PARKWAY WEST
HAYWARD, CALIFORNIA 94545
(510) 887-4086
WWW.LEABRAZE.COM

TRAN - NGUYEN RESIDENCE
1321 TERRA VISTA COURT
MILPITAS, CALIFORNIA 95035
SANTA CLARA COUNTY
APN: 029-07-012

DRIVEWAY PROFILE - FRONT

PC #3 RESPONSES 09-28-2023	MR
PC #2 RESPONSES 07-13-23	TT/PC
PC #1 RESPONSES 05-12-23	TT
REVISIONS	BY
JOB NO: 2221852	
DATE: 12-02-22	
SCALE: AS NOTED	
DESIGN BY: TT	
CHECKED BY: DY	
SHEET NO: C-2.4	
06 OF 13 SHEETS	



LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS / LAND SURVEYORS

MAIN OFFICE:
 2495 INDUSTRIAL PKWY. WEST
 HAYWARD, CALIFORNIA 94545
 (510) 887-4086

REGIONAL OFFICES:
 ROSEVILLE
 DUBLIN
 SAN JOSE

TRAN - NGUYEN RESIDENCE
1321 TERRA VISTA COURT
MILPITAS, CALIFORNIA 95035
APN: 029-07-012
SANTA CLARA COUNTY

DRIVEWAY PROFILE—
SIDE

	PC #3 RESPONSES 09-26-2023	MR
	PC #2 RESPONSES 07-13-23	TT/
	PC #1 RESPONSES 05-12-23	TT
REVISIONS		B

JOB NO: 2221852

DATE: 12-02-2012

SCALE: AS NOTE

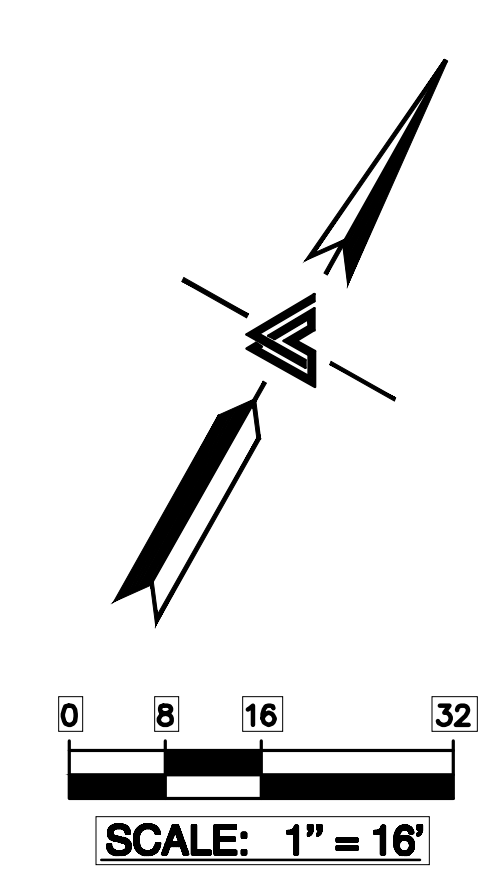
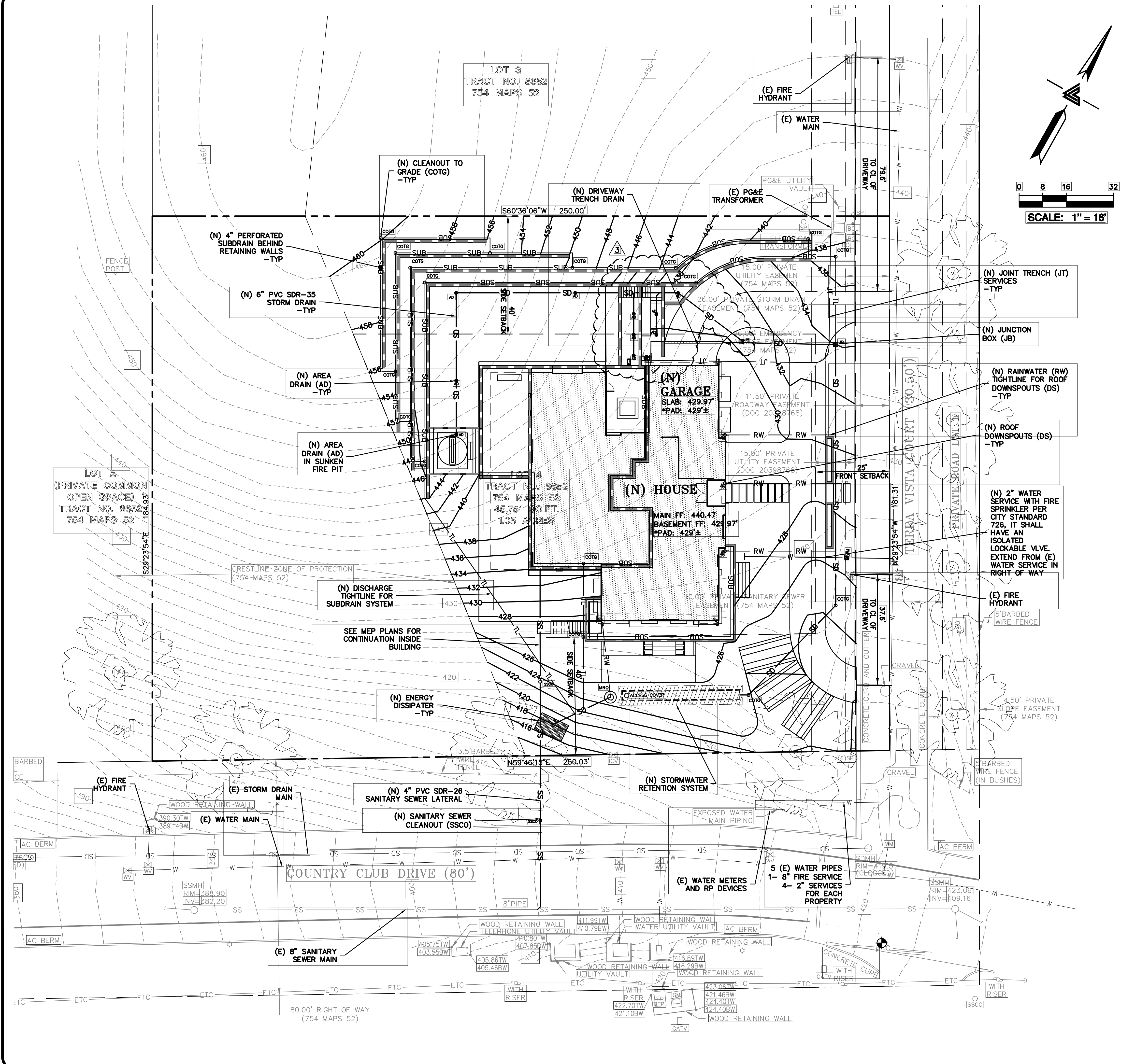
DESIGN BY: TT

CHECKED BY: DY

SHEET NO:

C-2.5

07 OF 13 SHEETS



STORM DRAIN KEYNOTES 10 TO X

INSTALL (N) ON-SITE STORM DRAIN SYSTEM. USE MINIMUM 6" PVC (SDR 35) OR HDPE (ADS N-12 W/ SMOOTH INTERIOR WALLS). MAINTAIN 24" MINIMUM COVER AND SLOPED AT 1% MINIMUM AT ALL TIMES UNLESS OTHERWISE NOTED. PROVIDE CLEANOUT TO GRADE AT MAJOR CHANGES IN DIRECTION. AVOID USING 90° BENDS AND INSTEAD USE (2) 45° BENDS AND WYE CONNECTIONS.

INSTALL (N) SUBDRAIN. USE PERFORATED 4" PVC (SDR-35) WITH HOLES DOWN AND SLOPED AT 1% MINIMUM SURROUND WITH 3/4" DRAIN ROCK WRAPPED IN FILTER FABRIC (MIRAFI 140N). MIRADRAIN OR OTHER LEA & BRAZE PREAPPROVED DRAINAGE SYSTEM MAY ALSO BE USED. AVOID USING 90° BENDS AND INSTEAD USE (2) 45° BENDS AND WYE CONNECTIONS. PROVIDE CLEANOUT TO GRADE AT MAJOR CHANGES IN DIRECTION AND AT 100' MAXIMUM INTERVALS. SUBDRAIN SHALL REMAIN A DEDICATED SEPARATE SYSTEM UNTIL IT CONNECTS TO STORM DRAIN SYSTEM OR OUTFALL AS SHOWN. SEE DETAIL X ON SHEET C-X.

CONSTRUCT (N) EARTHEN SWALE SLOPED AT 1% MINIMUM TOWARDS POSITIVE OUTFALL. SEE DETAIL X ON SHEET C-X.

CONNECT RAIN WATER DOWNSPOUTS TO 4" PVC (SDR-35) TIGHTLINE. SLOPED AT 1% MINIMUM. DIRECT TO NEAREST STORM DRAIN LINE AS SHOWN ON PLANS. PROVIDE CLEANOUT TO GRADE AT MAJOR CHANGES IN DIRECTION. AVOID USING 90° BENDS AND INSTEAD USE (2) 45° BENDS. TIGHTLINE MAY BE PLACED IN COMMON TRENCH WITH SUBDRAIN LINES, HOWEVER, DO NOT CONNECT TO SUBDRAIN LINES. SEE DETAIL X ON SHEET C-X.

DIRECT DOWNSPOUTS TO 24" LONG PRECAST CONCRETE SPLASHBLOCKS OR OTHER HARD SURFACE. DIRECT AWAY FROM ANY STRUCTURE AND TOWARDS POSITIVE DRAINAGE. SEE DETAIL X ON SHEET C-X.

INSTALL (N) "CHRISTY F08" AREA DRAINS. CONNECT TO ON-SITE STORM DRAIN SYSTEM. SEE DETAIL X ON C-X.

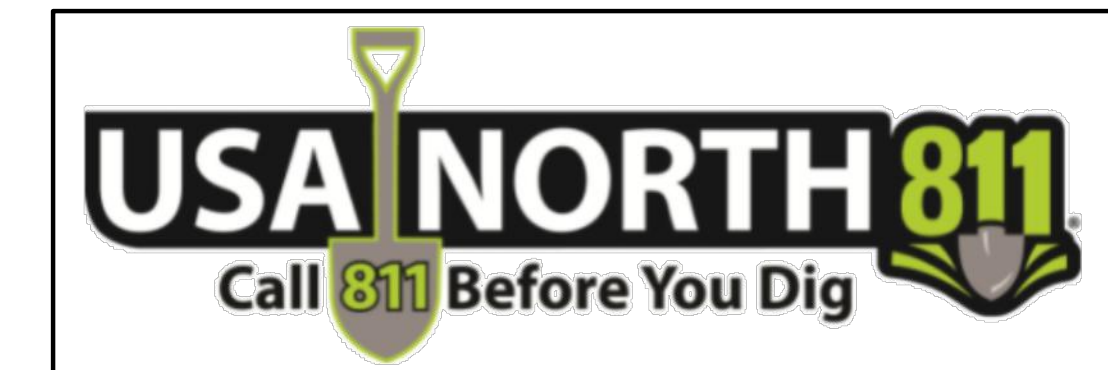
UTILITIES KEYNOTES 31 TO X

INSTALL (N) SANITARY SEWER LATERALS. USE 4" PVC (SDR-26) SLOPED AT 2% MINIMUM. CONNECT TO (E) SEWER MAIN AS SHOWN. PROVIDE CLEANOUT TO GRADE AT BUILDING AND BEHIND PROPERTY LINE AND AT MAJOR CHANGES IN DIRECTION AS SHOWN. REUSE (E) LATERAL IF POSSIBLE. CONNECT PER DISTRICT STANDARDS.

(N) SEWER LATERAL, SEPTIC TANK, AND LEACH FIELD (BY SEPARATE DESIGN). LATERAL SHALL BE 4" PVC (SDR-26 OR BETTER) SLOPED AT 2%.

CONNECT (N) WATER SERVICE PER WATER DISTRICT STANDARDS. UPGRADE (E) WATER METER PER WATER DISTRICT STANDARDS AS APPLICABLE. INSTALL (N) 2" MINIMUM SERVICE LINE TO (N) RESIDENCE OR AS DIRECTED BY FIRE SPRINKLER DESIGNER.

INSTALL (N) JOINT TRENCH FOR SERVICES INCLUDING GAS, CATV, COMM, TELEPHONE & ELECTRIC FROM NEAREST POINT OF CONNECTION. DESIGN BY OTHERS.



NOTE:
FOR CONSTRUCTION STAKING SCHEDULING OR QUOTATIONS PLEASE CONTACT ALEX ABAYA AT LEA & BRAZE ENGINEERING (510)887-4086 EXT 116. aabaya@leabraz.com

BUILDING PAD NOTE:
ADJUST PAD LEVEL AS REQUIRED. REFER TO STRUCTURAL PLANS FOR SLAB SECTION OR CRAWL SPACE DEPTH TO ESTABLISH PAD LEVEL.

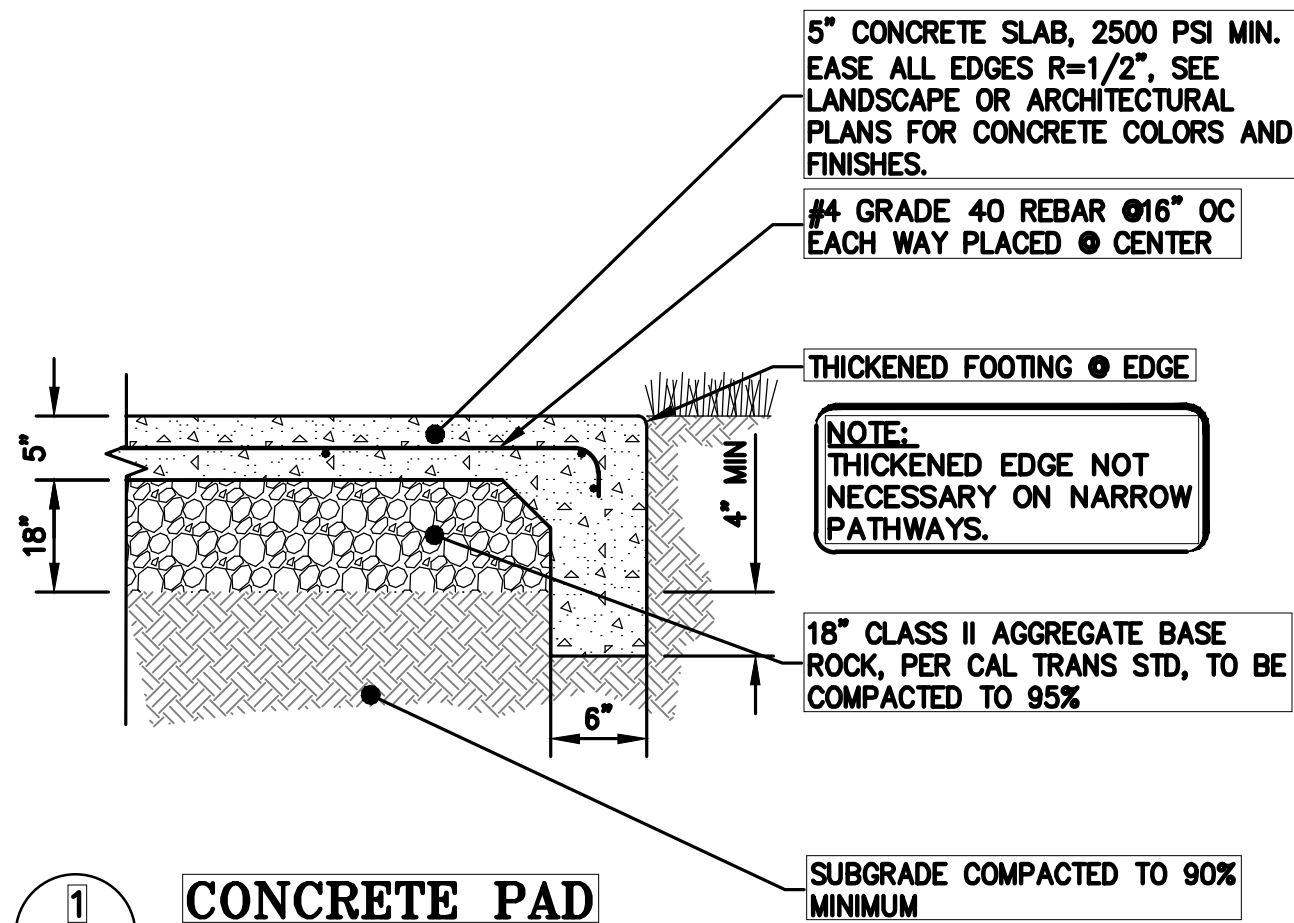


LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
REGIONAL OFFICES:
MAIN OFFICE: 18000 RANCHO RIVIERA DRIVE, SUITE 100, RANCHO RIVIERA, CALIFORNIA 94550 (510) 887-4086
SAN JOSE OFFICE: 1000 CALIFORNIA AVE, SUITE 100, SAN JOSE, CALIFORNIA 95128 (408) 887-4086
WWW.LEABRAZE.COM

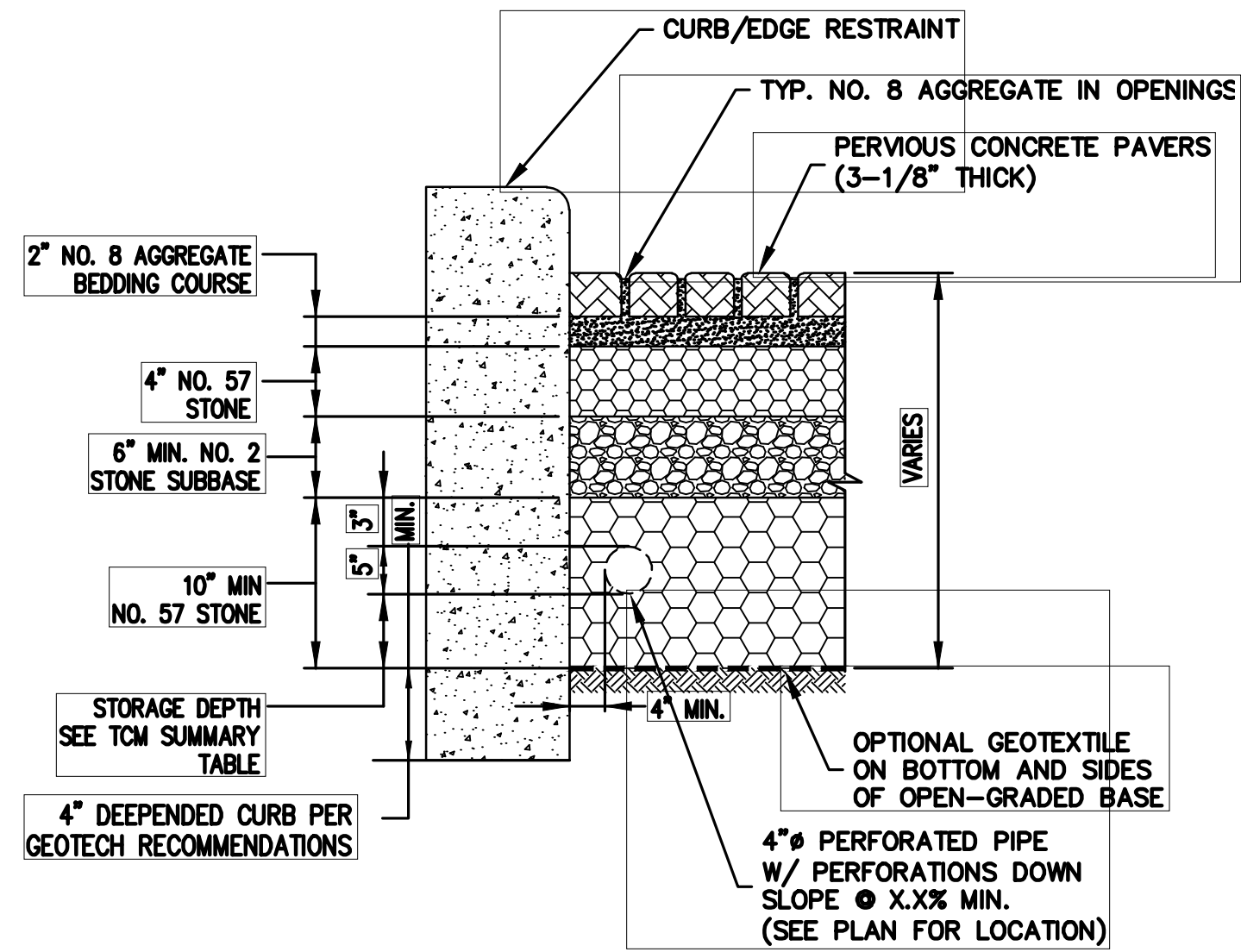
TRAN - NGUYEN RESIDENCE
1321 TERRA VISTA COURT
MILPITAS, CALIFORNIA 95035
APN: 029-07-012
SANTA CLARA COUNTY

UTILITY PLAN

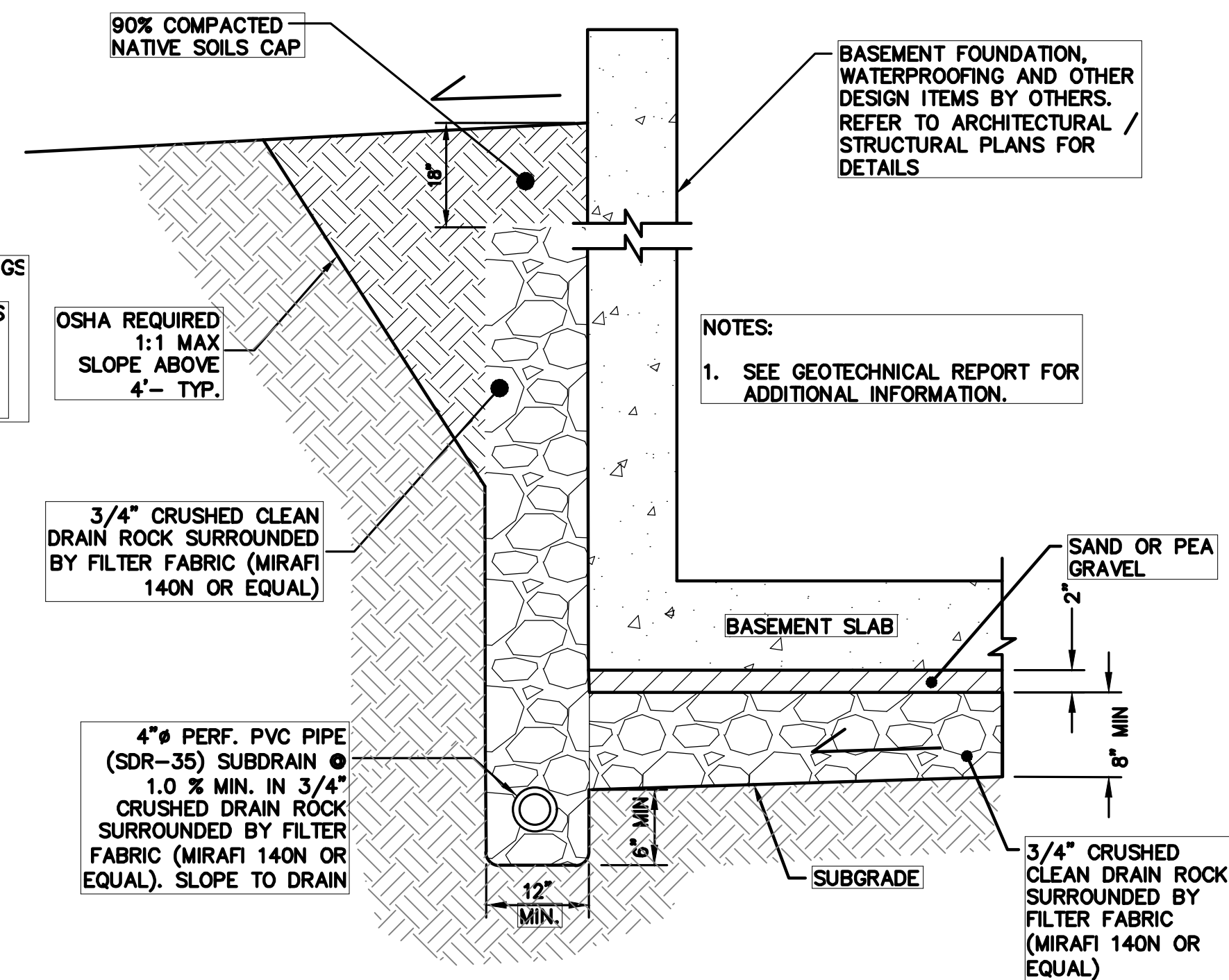
PC #3 RESPONSES 09-28-2023	MR
PC #2 RESPONSES 07-13-23	TT/PC
PC #1 RESPONSES 05-12-23	TT
REVISIONS	BY
JOB NO:	2221852
DATE:	12-02-22
SCALE:	AS NOTED
DESIGN BY:	TT
CHECKED BY:	DY
SHEET NO:	
C-3.0	
08 OF 13 SHEETS	



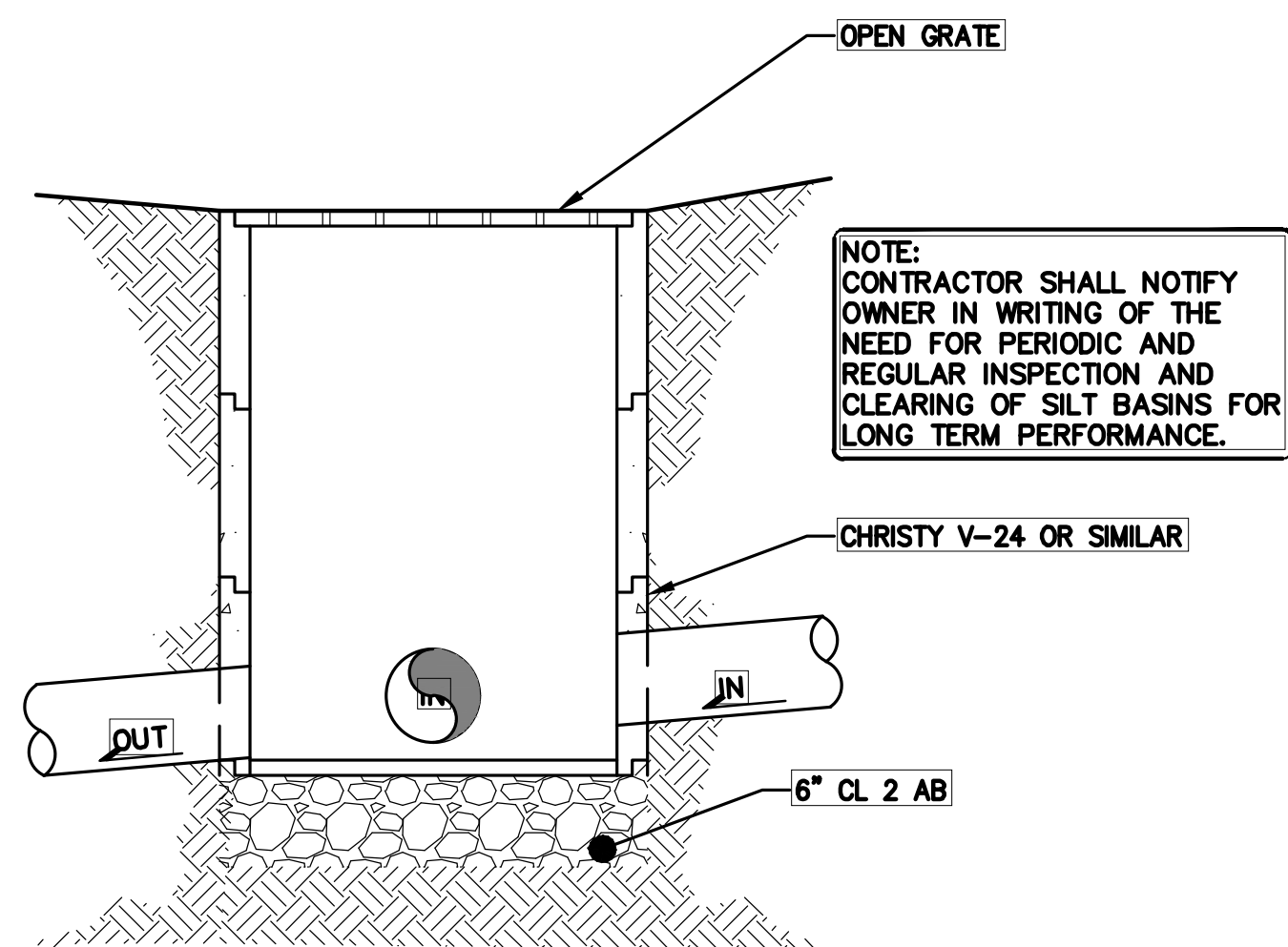
1 CONCRETE PAD
C-4.0 NTS



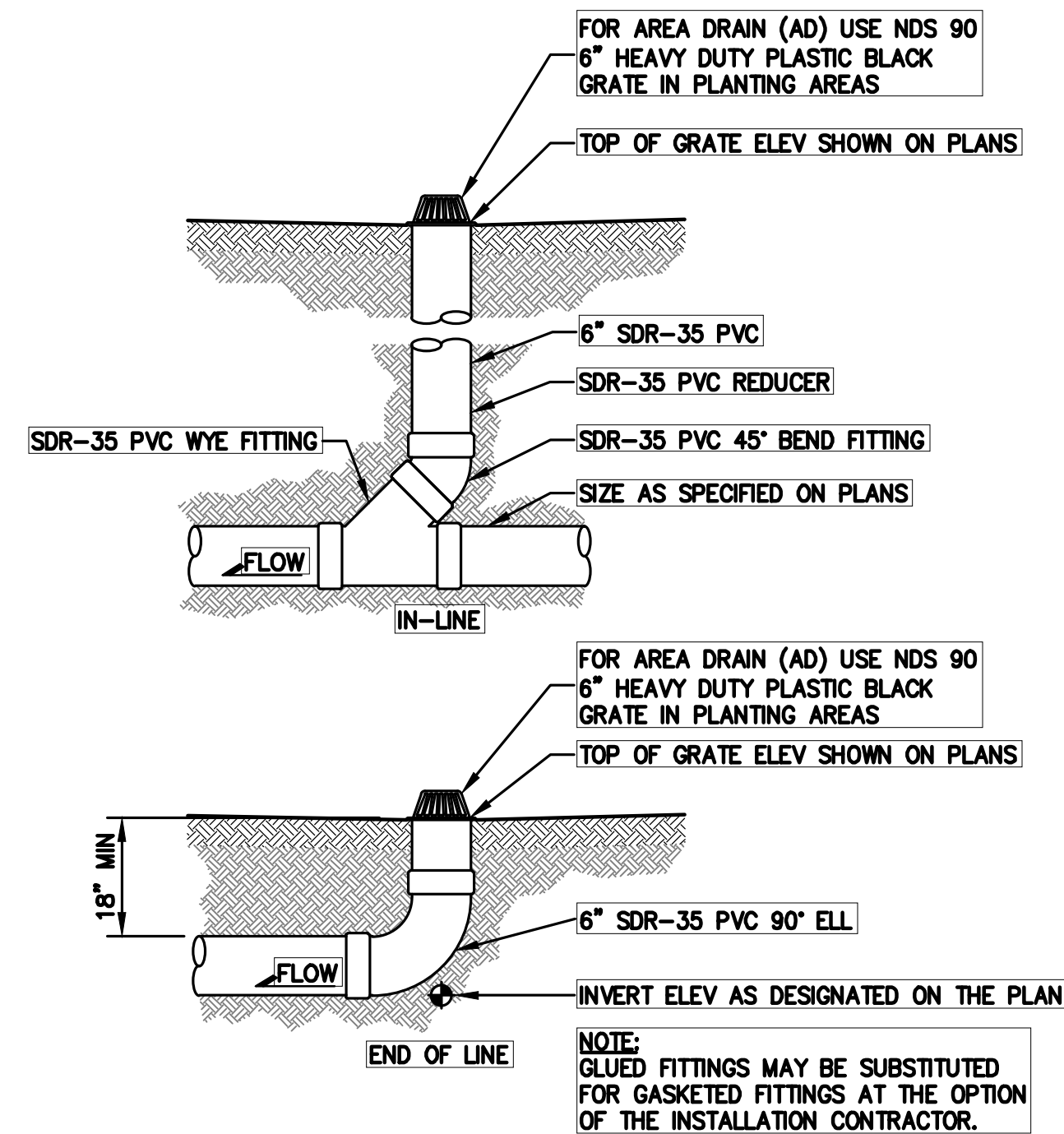
2 SELF-RETAINING PERVIOUS PAVERS
C-4.0 NTS



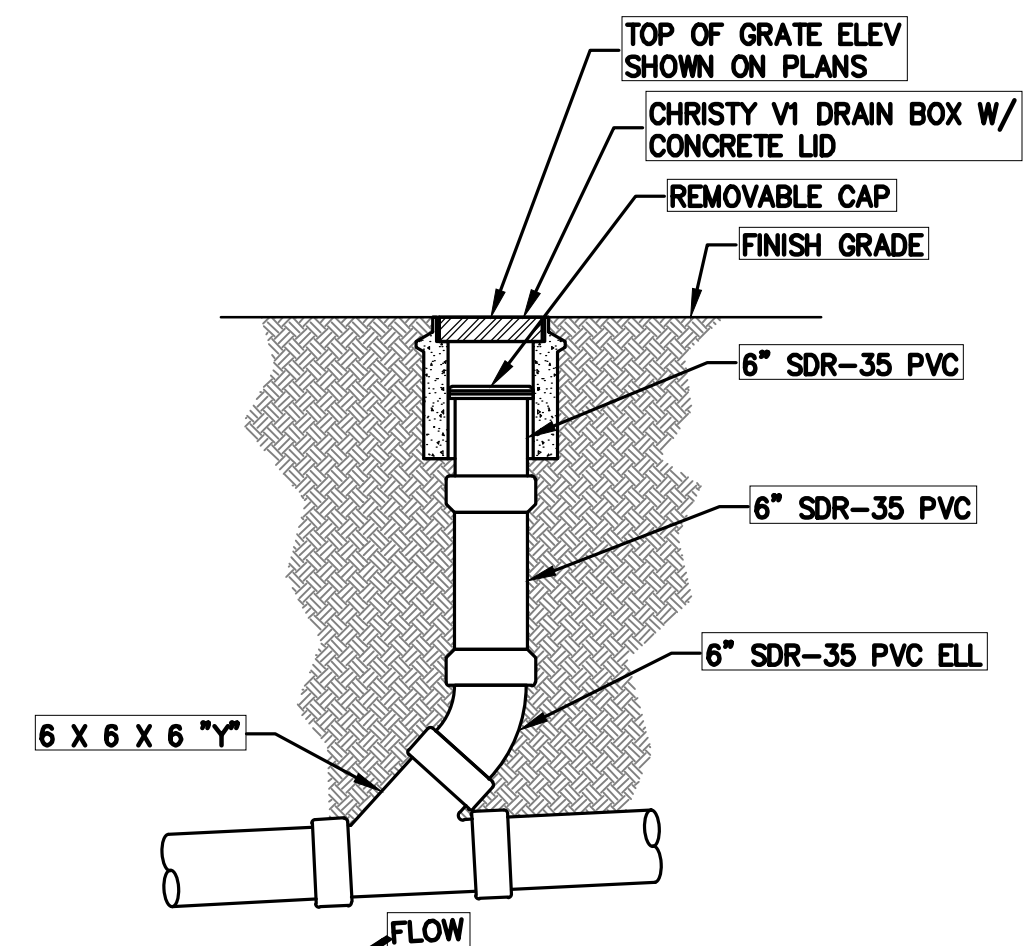
3 RETAINING WALL SUBDRAIN
C-4.0 NTS



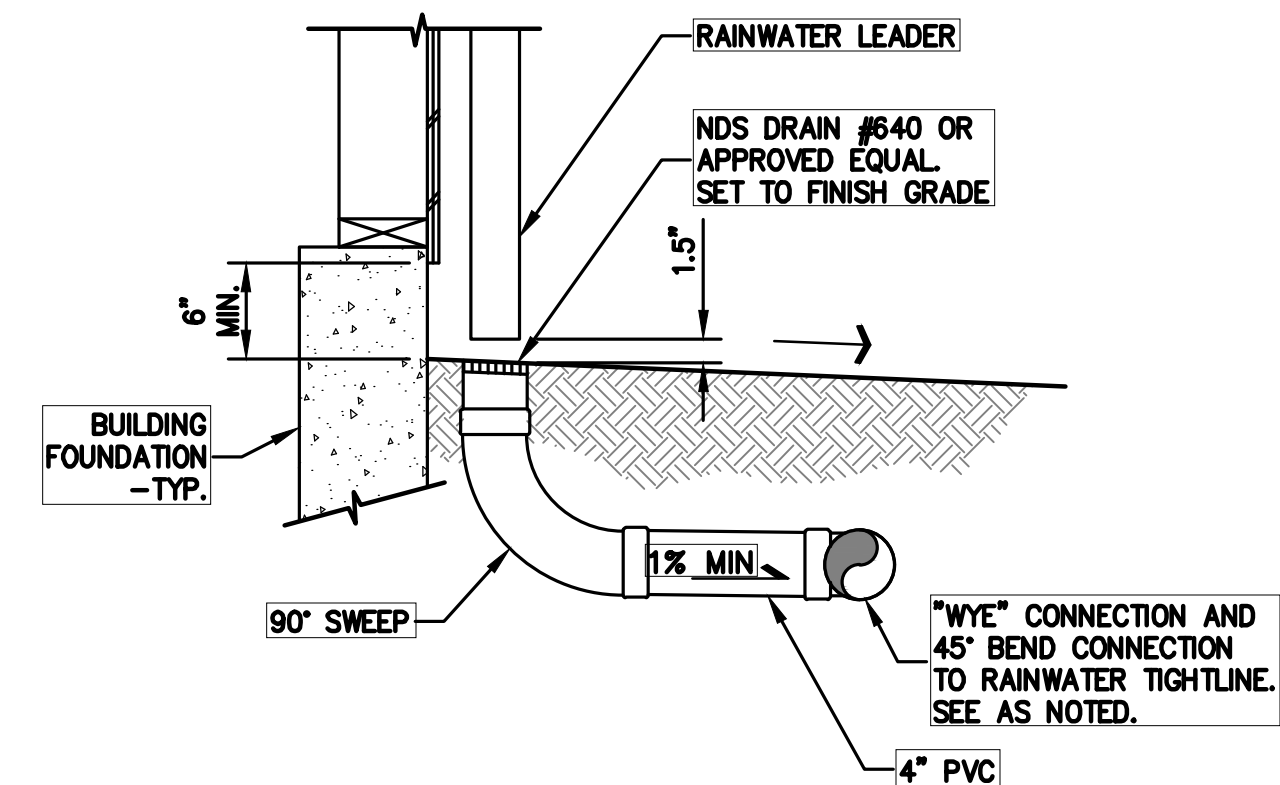
4 JUNCTION BOX (JB) W/ CONCRETE BOTTOM
C-4.0 NTS



5 AREA DRAIN-LANDSCAPE
C-4.0 NTS



6 CLEANOUT TO GRADE (COTG)
C-4.0 NTS



7 RAIN WATER LEADER TO TIGHTLINE CONNECTION
C-4.0 NTS



LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
REGIONAL OFFICES:
MAIN OFFICE: 10000 RANNEY WAY, SUITE 100, SAN JOSE, CA 95135
SAN JOSE OFFICE: 1000 RANNEY WAY, SUITE 100, SAN JOSE, CA 95135
(408) 887-4086
WWW.LEABRAZE.COM

TRAN - NGUYEN RESIDENCE
1321 TERRA VISTA COURT
MILPITAS, CALIFORNIA 95035
SANTA CLARA COUNTY
APN: 029-07-012

DETAILS

NO.	REVISIONS	BY
1	PC #1 RESPONSES 05-12-23	TT
2	PC #2 RESPONSES 07-13-23	TT/PC
3	PC #3 RESPONSES 09-26-2023	MR

JOB NO: 2221852
DATE: 12-02-22
SCALE: NTS
DESIGN BY: TT
CHECKED BY: DY
SHEET NO:

C-4.0
09 OF 13 SHEETS

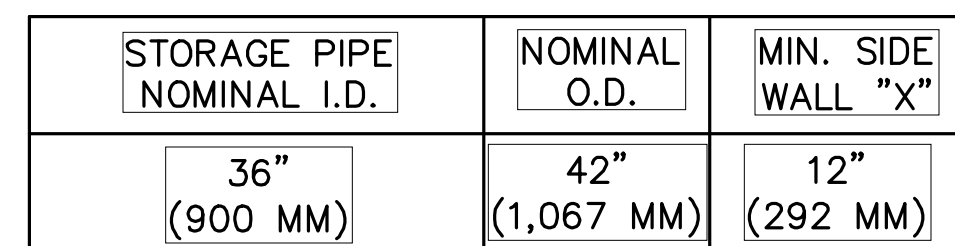


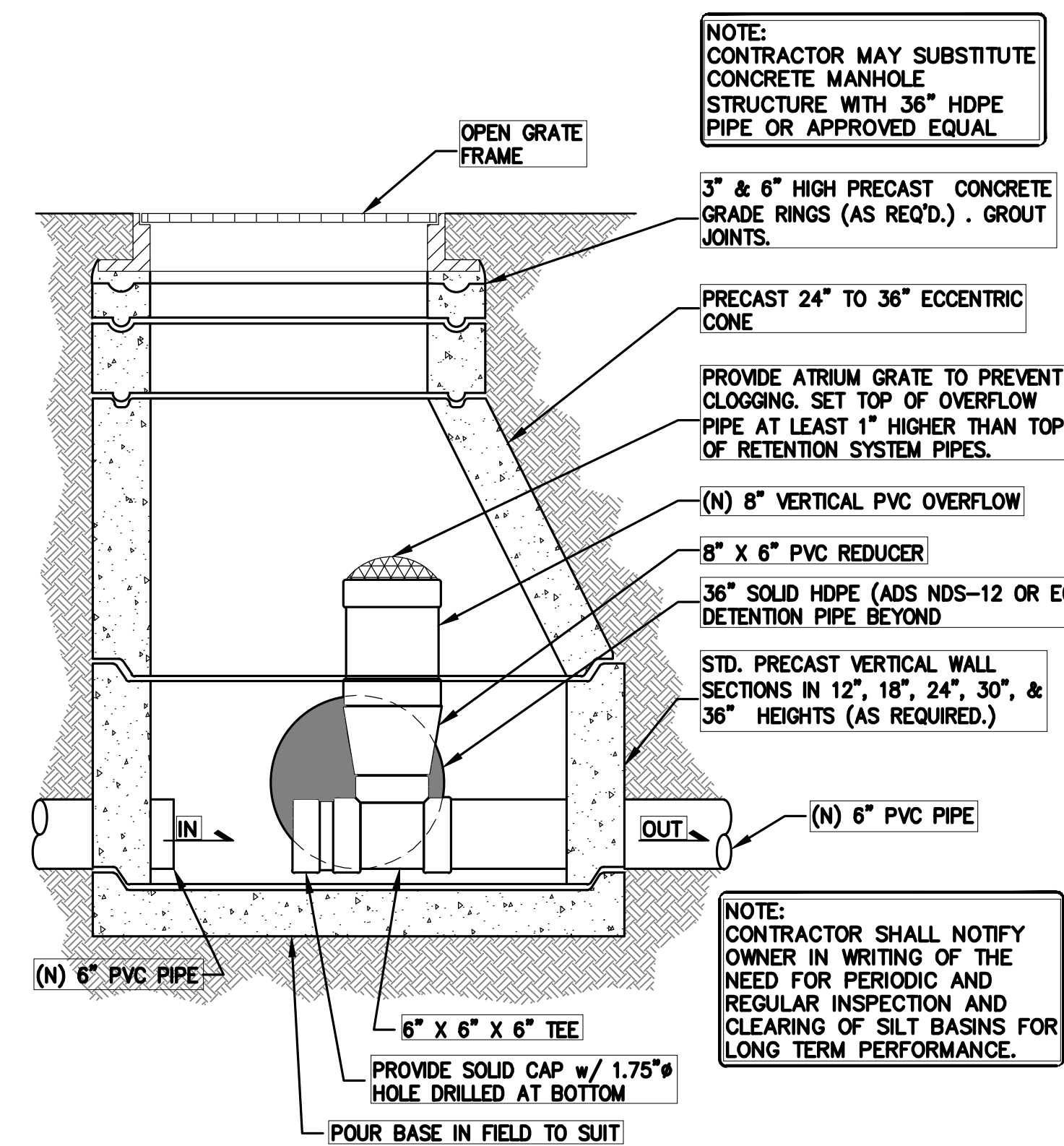
Diagram illustrating the cross-section of a pipe section, labeled SECTION A-A. The diagram shows a pipe with a diameter of 18" MIN. The pipe is surrounded by a 12" MIN. layer of sand or suitable class II material. The pipe is set in a trench with a minimum depth of 6" MIN. The trench is filled with compact fill per the specifications contained in the soils report. The top of the pipe is at the grade level. The diagram also shows a 5.50' MIN. dimension for the width of the trench.

Labels and dimensions include:

- GRADE
- 18" MIN.
- 12" MIN.
- 6" MIN.
- 5.50' MIN.
- SECTION A-A

Text boxes provide additional specifications:

- TYP. OF PIPES.
- PIPE (MRO)
- SHEET C-5.1
- BACKFILL WITH SOIL TO GRADE. COMPACT FILL PER THE SPECIFICATIONS CONTAINED IN THE SOILS REPORT.
- SAND OR SUITABLE CLASS II MATERIAL. THE SPRING LINE OF THE PIPE. COMPACT PER THE SPECIFICATIONS CONTAINED IN THE SOILS REPORT.



1. ALL REFERENCES TO CLASS I OR II MATERIAL ARE PER ASTM D2321 "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST EDITION.
2. ALL RETENTION AND DETENTION SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, LATEST EDITION AND THE MANUFACTURER'S PUBLISHED INSTALLATION GUIDELINES.
3. MEASURES SHOULD BE TAKEN TO PREVENT THE MIGRATION OF NATIVE FINES INTO THE BACKFILL MATERIAL, WHEN REQUIRED. SEE ASTM D2321.
4. **FILTER FABRIC:** A GEOTEXTILE FABRIC MAY BE USED AS SPECIFIED BY THE ENGINEER TO PREVENT THE MIGRATION OF FINES FROM THE NATIVE SOIL INTO THE SELECT BACKFILL MATERIAL.
5. **FOUNDATION:** WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER. AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.

6. **BEDDING:** SUITABLE MATERIAL SHALL BE CLASS II*. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. UNLESS OTHERWISE NOTED BY THE ENGINEER, MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 4"-24" (100mm-600mm); 6" (150mm) FOR 30"-60" (750mm-900mm).

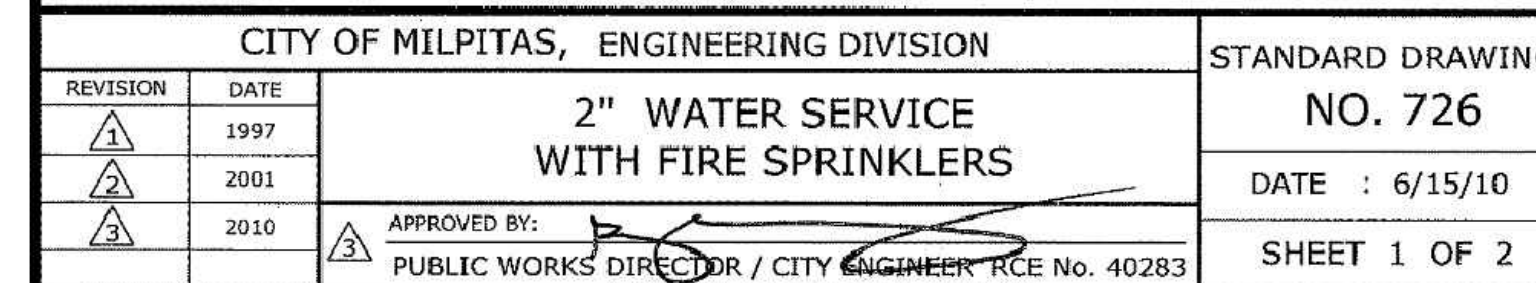
7. **INITIAL BACKFILL:** SUITABLE MATERIAL SHALL BE CLASS II* IN THE PIPE ZONE EXTENDING NOT LESS THAN 6" ABOVE CROWN OF PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION.

8. **MINIMUM COVER:** MINIMUM COVER OVER ALL RETENTION/DETENTION SYSTEMS IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 18" FROM TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOATATION. FOR TRAFFIC APPLICATIONS, MINIMUM COVER IS 18" UP TO 36" DIAMETER PIPE AND 24" OF COVER FOR 42" - 60" DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT.

* CLASS I BACKFILL REQUIRED AROUND 60" DIAMETER FITTINGS.

C-4.1 NTS

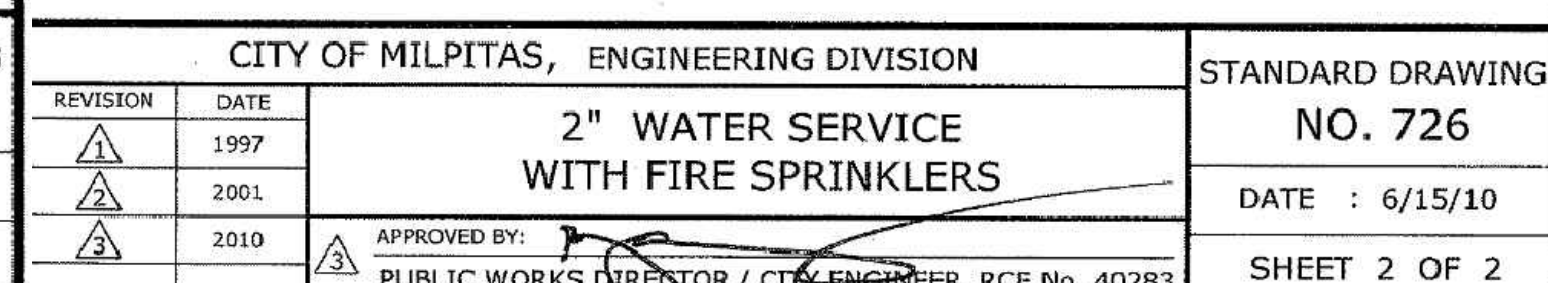
C-4.1 NTS



- (A) Service Saddle shall be Mueller BR2B or approved equal.
- (B) Curb stop, coupling, three part union, meter outlet fitting and meter box shall be per approved equal list. Corporation stop shall be Insulated Mueller LH-14276 or approved equal.
- (C) Service pipe shall conform to A.S.T.M. Class K, soft annealed, seamless copper tubing.
- (D) Angle meter stop, Mueller 14276 or approved equal.
- (E) Meter boxes shall be Christy B36 BOX and B366 lid, or approved equal with the word "Water" imprinted on the lid and Christy B9 Meter box with B9D lid (or approved equal) for the sprinkler connection.
- (F) Brass grounding clamp, coated with 3M electrical compound, with brass bolts and brass set screw.

1. Customer service end shall be 2" flange with insulating gasket, Calpicco Type F Option 1 or approved equal.
2. Water meter with Automatic Remote Read Transmitter Register shall be furnished and installed by the City at the expense of the customer.
3. Meter box shall be set as detailed at the time the service is installed unless other wise specified by the City Engineer.
4. Where a separated sidewalk occurs , meter box shall be installed 6" from back of curb.
5. Where more than one domestic water meter is required; each meter shall be identified with permanent durable markings to indicate which address, building, tenant space that each meter serves (i.e. brass tag stamped with address).
6. Meter box side openings shall be gouted.
7. Where meter box is located in driveways, box shall be furnished with steel traffic cover. (Christy B36-61G or approved equal)
8. Install reduced pressure principle backflow preventer as shown on City Standard Drawing No. 734 when any of the following conditions exist.

- a. When serving more than two (2) dwelling units.
- b. To separate potable water supply from irrigation system.
- c. When Recycled water connection serves the site.
- d. When Recycled water irrigation system has permanent plumbing connection to chemical feed.
- e. When any potable water service has permanent plumbing connection to pumps, injectors and tanks



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS | LAND SURVEYORS

REGIONAL OFFICES:

RIO ALFONSO, CALIFORNIA 94545

4086 SAN JOSE

TRAN - NGUYEN RESIDENCE
1321 TERRA VISTA COURT
MILPITAS, CALIFORNIA 95035

SANTA CLARA COUNTY

DETAILS

PC #3 RESPONSES 09-26-2023	MR		
PC #2 RESPONSES 07-13-23	TT/P		
PC #1 RESPONSES 05-12-23	TT		
REVISIONS		BY	
JOB NO: 2221852			
DATE: 12-02-22			
SCALE: NTS			
DESIGN BY: TT			
CHECKED BY: DY			
SHEET NO:			

C-4.1

10 OF 13 SHEETS

PURPOSE:

THE PURPOSE OF THIS PLAN IS TO STABILIZE THE SITE TO PREVENT EROSION OF GRADED AREAS AND TO PREVENT SEDIMENTATION FROM LEAVING THE CONSTRUCTION AREA AND AFFECTING NEIGHBORING SITES, NATURAL AREAS, PUBLIC FACILITIES OR ANY OTHER AREA THAT MIGHT BE AFFECTED BY SEDIMENTATION. ALL MEASURES SHOWN ON THIS PLAN SHOULD BE CONSIDERED THE MINIMUM REQUIREMENTS NECESSARY. SHOULD FIELD CONDITIONS DICTATE ADDITIONAL MEASURES, SUCH MEASURES SHALL BE PER CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD'S FIELD MANUAL FOR EROSION AND SEDIMENTATION CONTROL AND THE CALIFORNIA STORM WATER QUALITY ASSOCIATION BEST MANAGEMENT PRACTICES HANDBOOK FOR CONSTRUCTION. LEA & BRAZE ENGINEERING SHOULD BE NOTIFIED IMMEDIATELY SHOULD CONDITIONS CHANGE.

EROSION CONTROL NOTES:

- IT SHALL BE THE OWNER'S/CONTRACTOR'S RESPONSIBILITY TO MAINTAIN CONTROL OF THE ENTIRE CONSTRUCTION OPERATION AND TO KEEP THE ENTIRE SITE IN COMPLIANCE WITH THIS EROSION CONTROL PLAN.
- THE INTENTION OF THIS PLAN IS FOR INTERIM EROSION AND SEDIMENT CONTROL ONLY. ALL EROSION CONTROL MEASURES SHALL CONFORM TO CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD'S FIELD MANUAL FOR EROSION AND SEDIMENTATION CONTROL, THE CALIFORNIA STORM WATER QUALITY ASSOCIATION BEST MANAGEMENT PRACTICES HANDBOOK FOR CONSTRUCTION, AND THE LOCAL GOVERNING AGENCY FOR THIS PROJECT.
- OWNER/CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO, DURING, AND AFTER STORM EVENTS. PERSON IN CHARGE OF MAINTAINING EROSION CONTROL MEASURES SHOULD WATCH LOCAL WEATHER REPORTS AND ACT APPROPRIATELY TO MAKE SURE ALL NECESSARY MEASURES ARE IN PLACE.
- SANITARY FACILITIES SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
- DURING THE RAINY SEASON, ALL PAVED AREAS SHALL BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE SHALL BE MAINTAINED SO AS TO MINIMIZE SEDIMENT-ADEN RUNOFF TO ANY STORM DRAINAGE SYSTEM, INCLUDING EXISTING DRAINAGE SWALES AND WATERCOURSES.
- CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION WILL BE MINIMIZED. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS CONCERNING POLLUTION SHALL BE MAINTAINED AT ALL TIMES.
- CONTRACTOR SHALL PROVIDE DUST CONTROL AS REQUIRED BY THE APPROPRIATE FEDERAL, STATE AND LOCAL AGENCY REQUIREMENTS.
- ALL MATERIALS NECESSARY FOR THE APPROVED EROSION CONTROL MEASURES SHALL BE IN PLACE BY OCTOBER 15TH.
- EROSION CONTROL SYSTEMS SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE RAINY SEASON, OR FROM OCTOBER 15TH THROUGH APRIL 15TH, WHICHEVER IS LONGER.
- IN THE EVENT OF RAIN, ALL GRADING WORK IS TO CEASE IMMEDIATELY AND THE SITE IS TO BE SEALED IN ACCORDANCE WITH THE APPROVAL EROSION CONTROL MEASURES AND APPROVED EROSION CONTROL PLAN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING AND REPAIRING EROSION CONTROL SYSTEMS AFTER EACH STORM.
- ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY LOCAL JURISDICTION'S ENGINEERING DEPARTMENT OR BUILDING OFFICIALS.
- MEASURES SHALL BE TAKEN TO COLLECT OR CLEAN ANY ACCUMULATION OR DEPOSIT OF DIRT, MUD, SAND, ROCKS, GRAVEL OR DEBRIS ON THE SURFACE OF ANY STREET, ALLEY OR PUBLIC PLACE OR IN ANY PUBLIC STORM DRAIN SYSTEMS. THE REMOVAL OF AFORESAID SHALL BE DONE BY STREET SWEEPING OR HAND SWEEPING. WATER SHALL NOT BE USED TO WASH SEDIMENTS INTO PUBLIC OR PRIVATE DRAINAGE FACILITIES.
- EROSION CONTROL MEASURES SHALL BE ON-SITE FROM OCTOBER 15TH THRU APRIL 15TH.
- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE RAINY SEASON OR FROM OCTOBER 15TH THRU APRIL 15TH, WHICHEVER IS GREATER.
- PLANS SHALL BE DESIGNED TO MEET C3 REQUIREMENTS OF THE MUNICIPAL STORMWATER REGIONAL PERMIT("MRP") NPDES PERMIT CAS 612008.
- THE CONTRACTOR TO NPDES (NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM) BEST MANAGEMENT PRACTICES (BMP) FOR SEDIMENTATION PREVENTION AND EROSION CONTROL TO PREVENT DELETERIOUS MATERIALS OR POLLUTANTS FROM ENTERING THE TOWN OR COUNTY STORM DRAIN SYSTEMS.
- THE CONTRACTOR MUST INSTALL ALL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO THE INCEPTION OF ANY WORK ONSITE AND MAINTAIN THE MEASURES UNTIL THE COMPLETION OF ALL LANDSCAPING.
- THE CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, CLEAN DUST FREE AND SANITARY CONDITION AT ALL TIMES AND TO THE SATISFACTION OF THE TOWN INSPECTOR. THE ADJACENT STREET SHALL AT ALL TIMES BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCE BEING CONTROLLED AT ALL TIMES. THE CONTRACTOR BE RESPONSIBLE FOR ANY CLEAN UP ON ADJACENT STREETS AFFECTED BY THE BY THEIR CONSTRUCTION, METHOD OF STREET CLEANING SHALL BE BY DRY SWEEPING OF ALL PAVED AREAS. NO STOCKPILING OF BUILDING MATERIALS WITHIN THE TOWN RIGHT-OF-WAY.
- SEDIMENTS AND OTHER MATERIALS SHALL NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONTRACTOR SHALL INSTALL A STABILIZED CONSTRUCTION ENTRANCE PRIOR TO THE INSPECTION OF ANY WORK ONSITE AND MAINTAIN IT FOR THE DURATION OF THE CONSTRUCTION PROCESS SO AS TO NOT INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC RIGHT-OF-WAY UNTIL THE COMPLETION OF ALL LANDSCAPING.
- THE CONTRACTOR SHALL PROTECT DOWN SLOPE DRAINAGE COURSES, STREAMS AND STORM DRAINS WITH ROCK FILLED SAND BAGS, TEMPORARY SWALES, SILT FENCES, AND EARTH PERMS IN CONJUNCTION OF ALL LANDSCAPING.
- STOCKPILED MATERIALS SHALL BE COVERED WITH VISQUEEN OR A TARPULIN UNTIL THE MATERIAL IS REMOVED FROM THE SITE. ANY REMAINING BARE SOIL THAT EXISTS AFTER THE STOCKPILE HAS BEEN REMOVED SHALL BE COVERED UNTIL A NATURAL GROUND COVER IS ESTABLISHED OR IT IS SEEDED OR PLANTED TO PROVIDE GROUND COVER PRIOR TO THE FALL RAINY SEASON.
- EXCESS OR WASTE CONCRETE MUST NOT BE WASHED INTO THE PUBLIC RIGHT-OF-WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
- TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION AND DISPERSAL BY WIND

EROSION CONTROL NOTES CONTINUED:

- FUELS, OILS, SOLVENTS AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MUST NOT BE WASHED INTO THE DRAINAGE SYSTEM,
- DUST CONTROL SHALL BE DONE BY WATERING AND AS OFTEN AS REQUIRED BY THE TOWN INSPECTOR.
- SILT FENCE(S) AND/OR FIBER ROLL(S) SHALL BE INSTALLED PRIOR TO SEPTEMBER 15TH AND SHALL REMAIN IN PLACE UNTIL THE LANDSCAPING GROUND COVER IS INSTALLED. CONTRACTOR SHALL CONTINUOUSLY MONITOR THESE MEASURES, FOLLOWING AND DURING ALL RAIN EVENTS, TO PUBLIC OWNED FACILITIES.

EROSION CONTROL MEASURES:

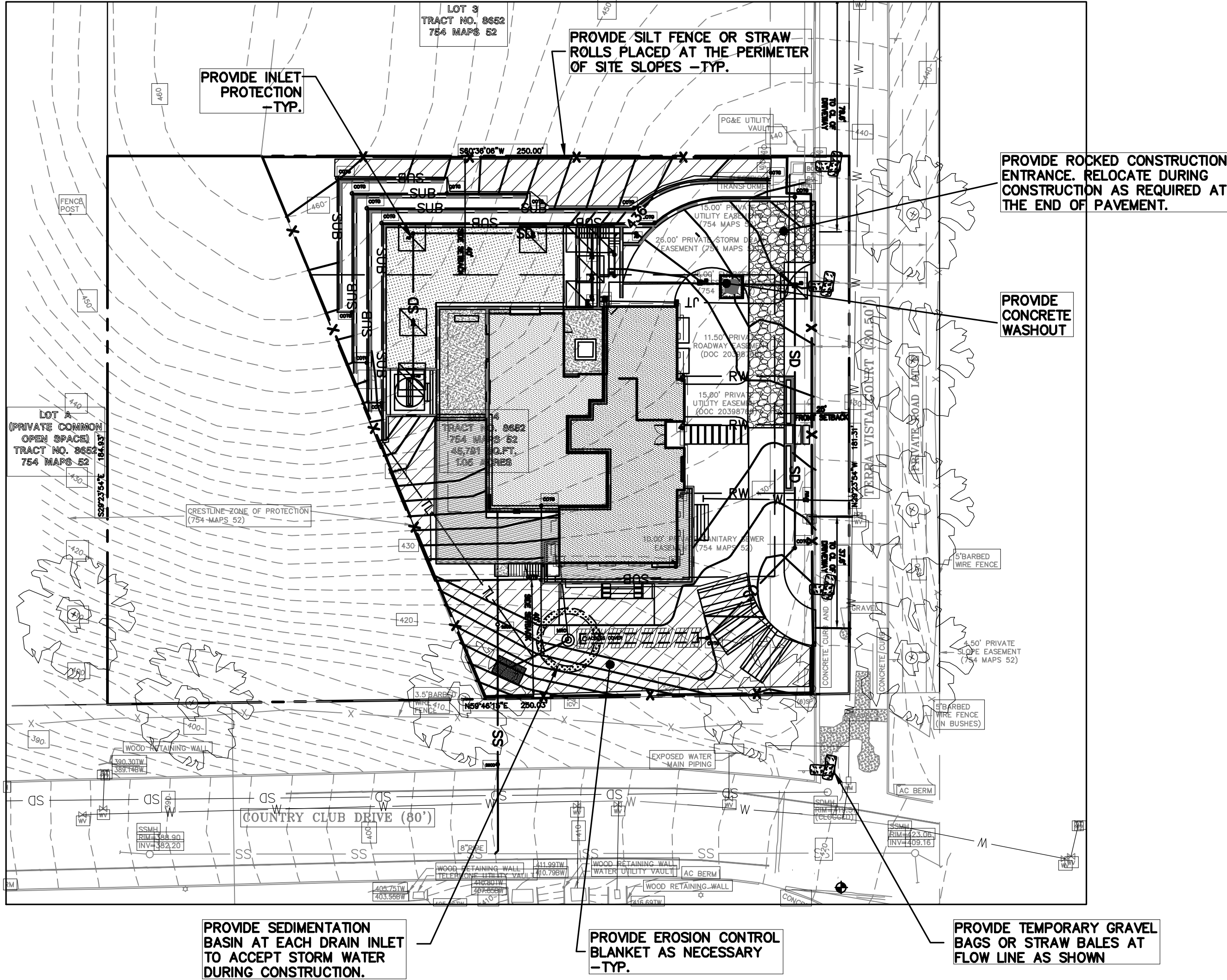
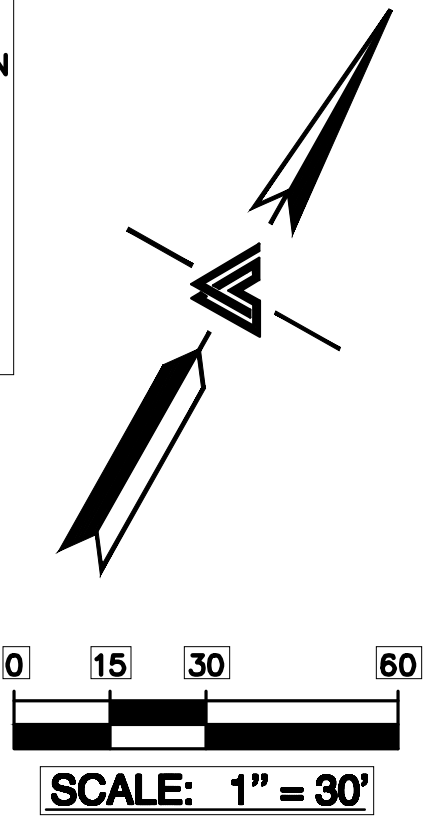
- THE FACILITIES SHOWN ON THIS PLAN ARE DESIGNED TO CONTROL EROSION AND SEDIMENT DURING THE RAINY SEASON, OCTOBER 15TH TO APRIL 15. EROSION CONTROL FACILITIES SHALL BE IN PLACE PRIOR TO OCTOBER 15TH OF ANY YEAR. GRADING OPERATIONS DURING THE RAINY SEASON WHICH LEAVE DENUDED SLOPES SHALL BE PROTECTED WITH EROSION CONTROL MEASURES IMMEDIATELY FOLLOWING GRADING ON THE SLOPES.
- SITE CONDITIONS AT TIME OF PLACEMENT OF EROSION CONTROL MEASURES WILL VARY. APPROPRIATE ACTION INCLUDING TEMPORARY SWALES, INLETS, HYDROSEEDING, STRAW BALES, ROCK SACKS, ETC. SHALL BE TAKEN TO PREVENT EROSION AND SEDIMENTATION FROM LEAVING SITE. EROSION CONTROL MEASURES SHALL BE ADJUSTED AS THE CONDITIONS CHANGE AND THE NEED OF CONSTRUCTION SHIFT.
- CONSTRUCTION ENTRANCES SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF GRADING. ALL CONSTRUCTION TRAFFIC ENTERING ONTO THE PAVED ROADS MUST CROSS THE STABILIZED CONSTRUCTION ENTRANCES. CONTRACTOR SHALL MAINTAIN STABILIZED ENTRANCE AT EACH VEHICLE ACCESS POINT TO EXISTING PAVED STREETS. ANY MUD OR DEBRIS TRACKED ONTO PUBLIC STREETS SHALL BE REMOVED DAILY AND AS REQUIRED BY THE GOVERNING AGENCY.
- ALL EXPOSED SLOPES THAT ARE NOT VEGETATED SHALL BE HYDROSEEDDED. IF HYDROSEEDING IS NOT USED OR IS NOT EFFECTIVE BY OCTOBER 15, THEN OTHER IMMEDIATE METHODS SHALL BE IMPLEMENTED, SUCH AS EROSION CONTROL BLANKETS, OR A THREE-STEP APPLICATION OF 1) SEED, MULCH, FERTILIZER 2) BLOWN STRAW 3) TACKIFIER AND MULCH. HYDROSEEDING SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 20" EROSION CONTROL AND HIGHWAY PLANTING" OF THE STANDARD SPECIFICATION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, AS LAST REVISED. REFER TO THE EROSION CONTROL SECTION OF THE GRADING SPECIFICATIONS THAT ARE A PART OF THIS PLAN SET FOR FURTHER INFORMATION.
- INLET PROTECTION SHALL BE INSTALLED AT OPEN INLETS TO PREVENT SEDIMENT FROM ENTERING THE STORM DRAIN SYSTEM. INLETS NOT USED IN CONJUNCTION WITH EROSION CONTROL ARE TO BE BLOCKED TO PREVENT ENTRY OF SEDIMENT. MINIMUM INLET PROTECTION SHALL CONSIST OF A ROCK SACKS OR AS SHOWN ON THIS PLAN
- THIS EROSION AND SEDIMENT CONTROL PLAN MAY NOT COVER ALL THE SITUATIONS THAT MAY ARISE DURING CONSTRUCTION DUE TO UNANTICIPATED FIELD CONDITIONS. VARIATIONS AND ADDITIONS MAY BE MADE TO THIS PLAN IN THE FIELD. A REPRESENTATIVE OF LEA & BRAZE ENGINEERING SHALL PERFORM A FIELD REVIEW AND MAKE RECOMMENDATIONS AS NEEDED. CONTRACTOR IS RESPONSIBLE TO NOTIFY LEA & BRAZE ENGINEERING AND THE GOVERNING AGENCY OF ANY CHANGES.
- THE EROSION CONTROL MEASURES SHALL CONFORM TO THE LOCAL JURISDICTION'S STANDARDS AND THE APPROVAL OF THE LOCAL JURISDICTION'S ENGINEERING DEPARTMENT.
- STRAW ROLLS SHALL BE PLACED AT THE TOE OF SLOPES AND ALONG THE DOWN SLOPE PERIMETER OF THE PROJECT. THEY SHALL BE PLACED AT 25 FOOT INTERVALS ON GRADED SLOPES. PLACEMENT SHALL RUN WITH THE CONTOURS AND ROLLS SHALL BE TIGHTLY END BUTTED. CONTRACTOR SHALL REFER TO MANUFACTURES SPECIFICATIONS FOR PLACEMENT AND INSTALLATION INSTRUCTIONS.

REFERENCES:

- CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD'S FIELD MANUAL FOR EROSION AND SEDIMENTATION CONTROL
- CALIFORNIA STORM WATER QUALITY ASSOCIATION BEST MANAGEMENT PRACTICES HANDBOOK FOR CONSTRUCTION

PERIODIC MAINTENANCE:

- MAINTENANCE IS TO BE PERFORMED AS FOLLOWS:
 - DAMAGES CAUSED BY SOIL EROSION OR CONSTRUCTION SHALL BE REPAIRED AT THE END OF EACH WORKING DAY.
 - SWALES SHALL BE INSPECTED PERIODICALLY AND MAINTAINED AS NEEDED.
 - SEDIMENT TRAPS, BERMS, AND SWALES ARE TO BE INSPECTED AFTER EACH STORM AND REPAIRS MADE AS NEEDED.
 - SEDIMENT SHALL BE REMOVED AND SEDIMENT TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN SEDIMENT HAS ACCUMULATED TO A DEPTH OF 1" FOOT.
 - SEDIMENT REMOVED FROM TRAP SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
 - RILLS AND GULLIES MUST BE REPAIRED.
- GRAVEL BAG INLET PROTECTION SHALL BE CLEANED OUT WHENEVER SEDIMENT DEPTH IS ONE HALF THE HEIGHT OF ONE GRAVEL BAG.
- STRAW ROLLS SHALL BE PERIODICALLY CHECKED TO ASSURE PROPER FUNCTION AND CLEANED OUT WHENEVER THE SEDIMENT DEPTH REACHED HALF THE HEIGHT OF THE ROLL.
- SILT FENCE SHALL BE PERIODICALLY CHECKED TO ASSURE PROPER FUNCTION AND CLEANED OUT WHENEVER THE SEDIMENT DEPTH REACHES ONE FOOT IN HEIGHT.
- CONSTRUCTION ENTRANCE SHALL BE REGRAVELED AS NECESSARY FOLLOWING SILT/SOIL BUILDUP.
- ANY OTHER EROSION CONTROL MEASURES SHOULD BE CHECKED AT REGULAR INTERVALS TO ASSURE PROPER FUNCTION



EROSION CONTROL LEGEND

	GRAVEL BAG
	SEDIMENTATION BASIN
	INLET PROTECTION
	STRAW ROLL
	SILT FENCE
	CONCRETE WASHOUT
	CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET / MATTING

NOTE:
SEAL ALL OTHER INLETS NOT INTENDED TO ACCEPT STORM WATER AND DIRECT FLOWS TEMPORARILY TO FUNCTIONAL SEDIMENTATION BASIN INLETS. -TYP



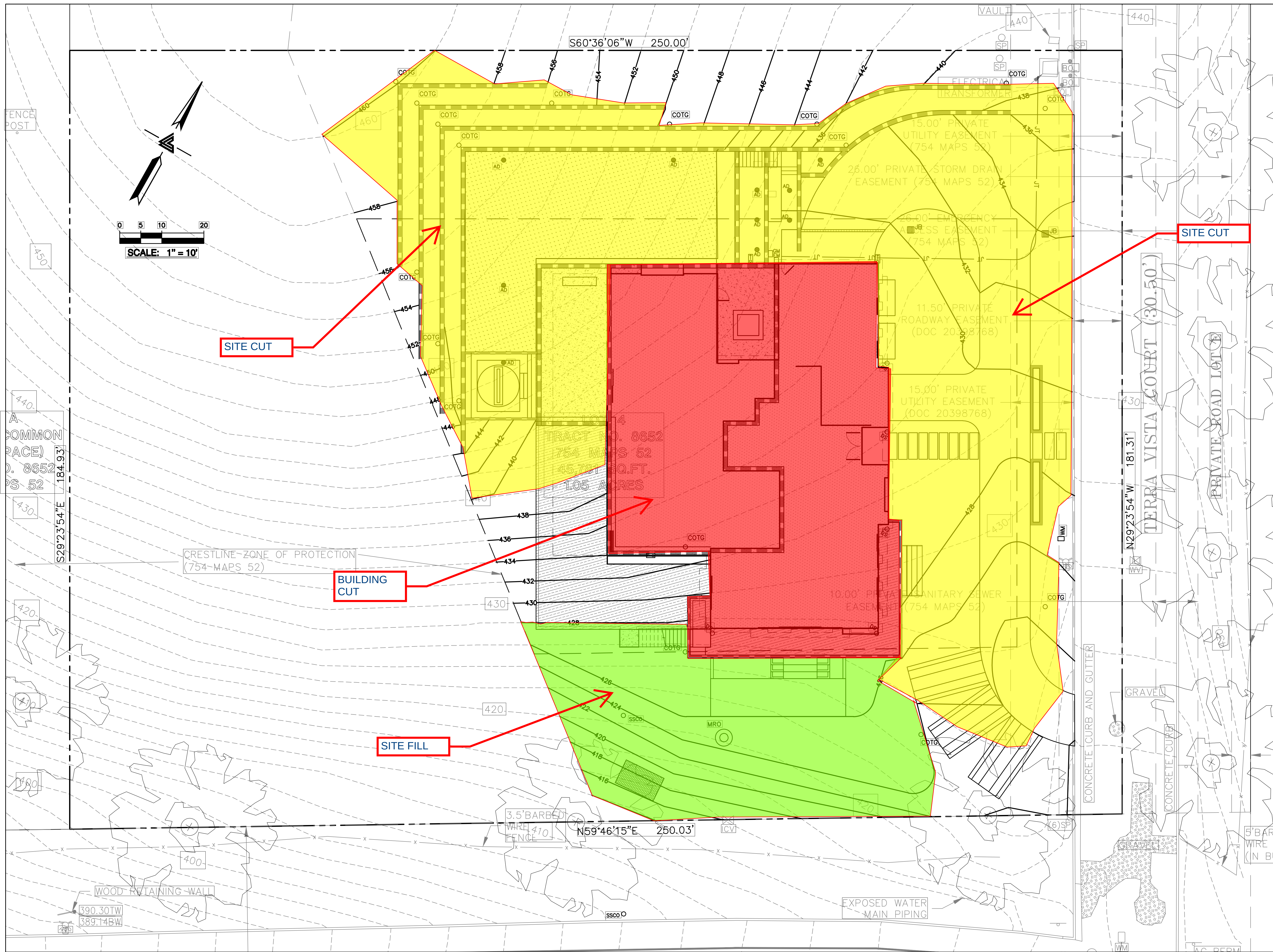
LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
REGIONAL OFFICES:
MAIN OFFICE: 10000 RAINY MIST
HAYWARD, CALIFORNIA 94545
(510) 887-4086
WWW.LEABRAZE.COM

TRAN - NGUYEN RESIDENCE
1321 TERRA VISTA COURT
MILPITAS, CALIFORNIA 95035
APN: 029-07-012
SANTA CLARA COUNTY

EROSION CONTROL PLAN

PC #3 RESPONSES 09-28-2023	MR
PC #2 RESPONSES 07-13-23	TT/PC
PC #1 RESPONSES 05-12-23	TT
REVISIONS	BY
JOB NO:	2221852
DATE:	12-02-22
SCALE:	AS NOTED
DESIGN BY:	TT
CHECKED BY:	DY
SHEET NO:	

ER-1



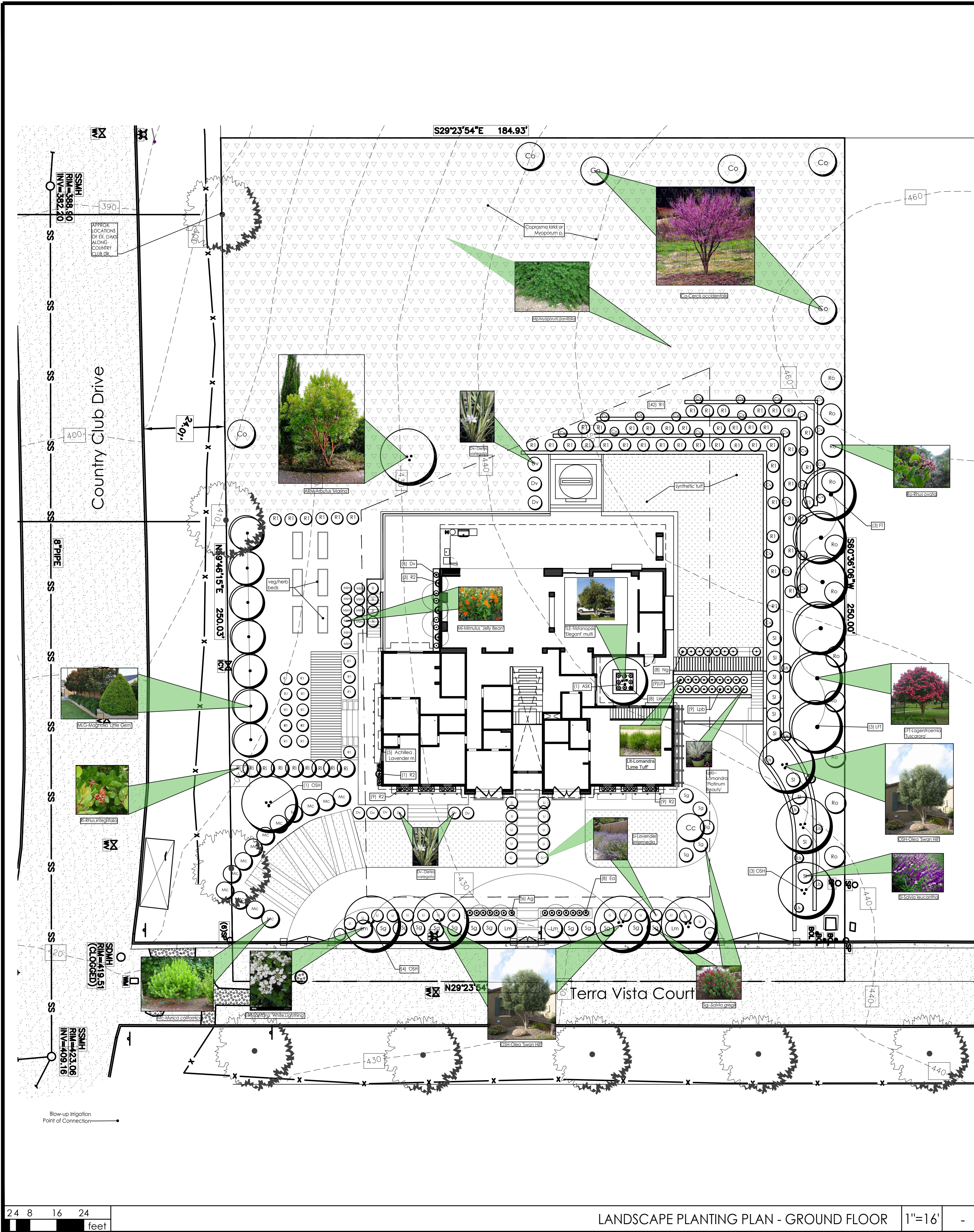
LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
REGIONAL OFFICES:
MAIN OFFICE: 10000 PLYMOUTH BLVD., SUITE 100, SAN JOSE, CA 95131
SAN JOSE OFFICE: 10000 PLYMOUTH BLVD., SUITE 100, SAN JOSE, CA 95131
(415) 887-4066
WWW.LEABRAZE.COM

TRAN - NGUYEN RESIDENCE
1321 TERRA VISTA COURT
MILPITAS, CALIFORNIA 95035
SANTA CLARA COUNTY
APN: 029-07-012

SITE GRADING
EXHIBIT

PC #3 RESPONSES 09-28-2023	MR
PC #2 RESPONSES 07-13-23	TT/PC
PC #1 RESPONSES 05-12-23	TT
REVISIONS	BY
JOB NO:	2221852
DATE:	12-02-22
SCALE:	AS NOTED
DESIGN BY:	TT
CHECKED BY:	DY
SHEET NO:	

EX-1
12 OF 13 SHEETS



Plant Legend

Sym.	Qty.	Size	Botanical Name	Common Name	Comments	Water Usage
Trees						
ARM	24" box	5 gal	Arbutus 'Marina'	Hybrid Madrone	Dbl. stake	Low
FT	24" box	5 gal	Fruit trees	Fruit trees	Verify fruit tree species w/ owner	Mod
LFM	24" box	5 gal	Lagerstroemia f. 'Muskogee'	Lavender Hybrid Crape Myrtle		Low
LFT	24" box	5 gal	Lagerstroemia f. 'Tuscarora'	Rose Hybrid Crape Myrtle		Low
MLG	24" box	5 gal	Magnolia g. 'Little Gem'	Little Gem Magnolia	Dbl. stake	Mod
OSH	36" box	5 gal	Olea e. 'Swan Hill' - fruitless	Swan Hill Olive - fruitless multi	Multi trunk form. Dbl. stake	Low
TLE	36" box	5 gal	Tristanopsis laurina 'Elegant'	Elegant Water Gum	8' min. planted ht. Dbl. stake	Mod
Shrubs & Perennials						
As	5 gal	5 gal	Asparagus 'Meyer'	Meyer's Asparagus		Mod
At	5 gal	5 gal	Agapanthus 'Tinkerbell'	Tinkerbell Lily of the Nile		Mod
Cdl	5 gal	5 gal	Cordylina 'Design a Line'	Design a Line Cordylina		Low
Cv	5 gal	5 gal	Convolvulus sabatius	Dwarf Morning Glory		Low
Dv	5 gal	5 gal	Dietes variegata	Variegated Fomight Lily		Low
Lit	5 gal	5 gal	Lomandra 'Lime Tuff'	Lime Tuff Mat Rush		Low
Lis	5 gal	5 gal	Lantana m. 'Lavender Swirl'	Lavender Swirl Lantana		Low
Lpb	5 gal	5 gal	Lomandra 'Platinum Beauty'	Platinum Beauty Mat Rush		Low
Lvl	5 gal	5 gal	Lantana m. 'White Lightning'	White Lightning Lantana		Low
Mc	5 gal	5 gal	Myrica californica	California Myrtle		Low
Mjb	5 gal	5 gal	Mimulus 'Jelly Bean series'	Orange or Yellow Monkey Flower		Low
Ng	5 gal	5 gal	Nandina d. 'Gulf Stream'	Gulf Stream Heavenly Bamboo		Low
Pg	5 gal	5 gal	Punica granatum 'nana'	Dwarf Pomegranate		Low
R1	5 gal	5 gal	Rosa	Shrub Rose	*Owner's ex. shrub roses	Mod
R2	5 gal	5 gal	Rosa	Climbing Rose	*Owner's ex. climbing roses	Mod
Rc	5 gal	5 gal	Rhamnus c. 'Mound San Bruno'	Mound San Bruno Coffeeberry		Low
Ri	5 gal	5 gal	Rhus integrifolia	Lemonberry		Low
Ro	5 gal	5 gal	Rhus ovata	Sugar Bush		Low
Ru	5 gal	5 gal	Raphiolepis u. 'Minor'	Dwarf Yeddo Hawthorn		Low
Sg	5 gal	5 gal	Salvia greggi	Autumn Sage		Low
Sl	5 gal	5 gal	Salvia leucantha 'Santa Barbara'	Santa Barbara Mexican Sage		Low
Groundcovers 1'-2' high						
Mp	1 gal	1 gal	Myoporum parvifolium	No Common Name (N.C.N.)	5' o.c. triangular spacing. 4' from edges.	Low
Th	1 gal	1 gal	Thymus serpyllum 'Creeping Pink'	Creeping Pink Thyme		Low
SynTurf			'Evernatural Prem.' Synthetic Turf	Synthetic Turf	by Watersavers.com	NA
Succulents						
Ag	5 gal	5 gal	Agave 'Blue Glow'	Blue Glow Agave		Low
Ea	1 gal	1 gal	Echeveria agavoides	No common name		Low

*Owner's roses to be planted by contractor. Verify with Owner.



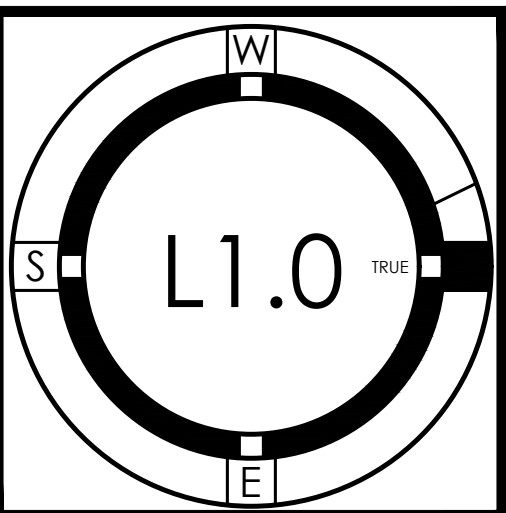
1000 S Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

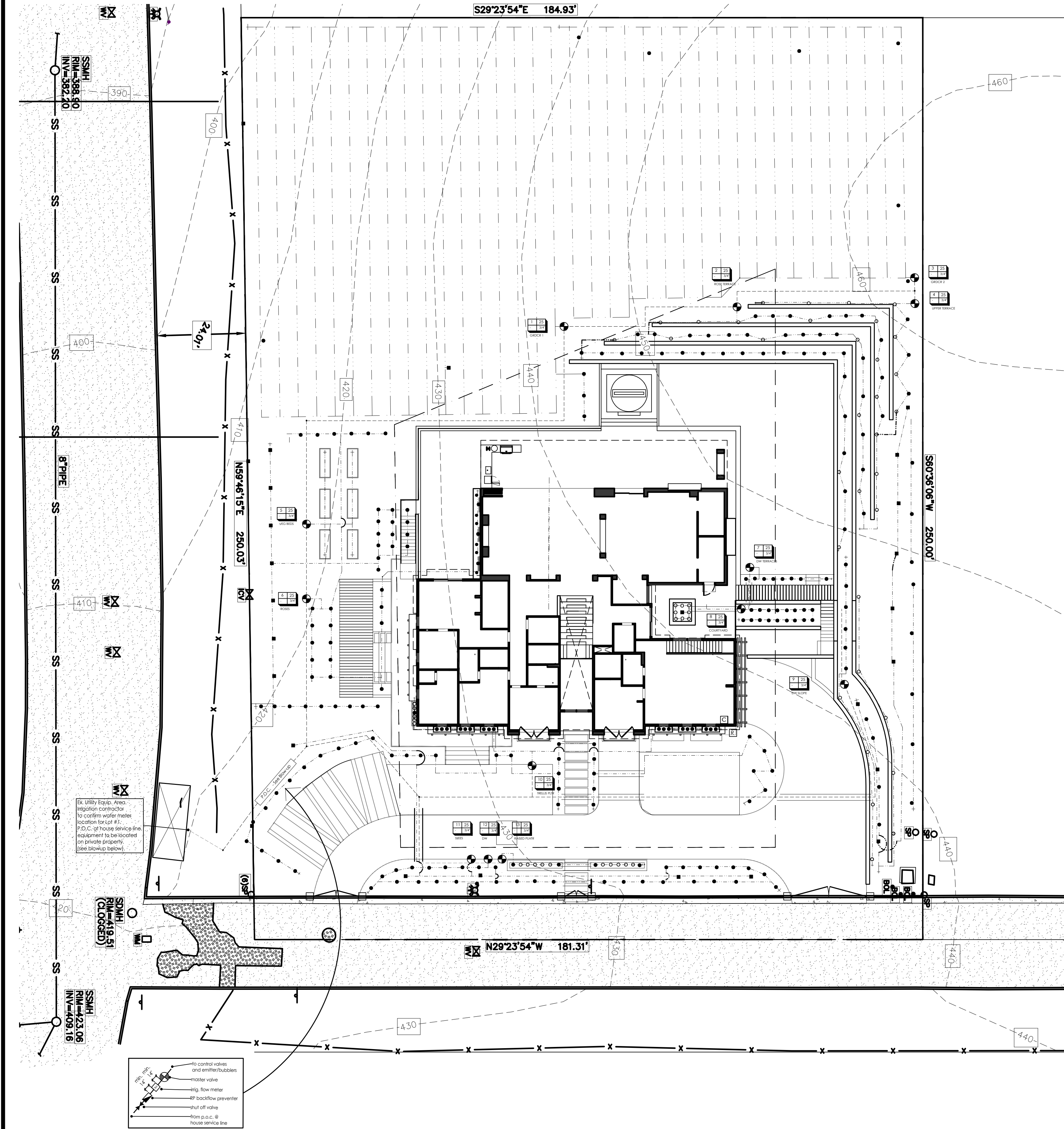
TRAN-NGUYEN RESIDENCE
NEW SINGLE FAMILY RESIDENCE
1321 TERRA VISTA CT.
MILPITAS, CA
VU NGUYEN



PROJECT NO.	21036
REVISION	
DATE	2022.10.12
DESCRIPTION	
DATE	2022.11.22
DESCRIPTION	
DATE	2023.05.10
DESCRIPTION	
DATE	2023.09.28
DESCRIPTION	

LANDSCAPE
PLANTING
PLAN





24 8 16 24
feet

IRRIGATION PLAN - GROUND FLOOR 1"=16' -

IRRIGATION LEGEND

KEY	MANUF.	MODEL NO.	DESCRIPTION
RAINBIRD	XBCV		PRESSURE COMPENSATING EMITTER WITH CHECK VALVE. SEE EMITTER SCHEDULE.
RAINBIRD	XCZ-075-PRF SERIES		3/4" CONTROL ZONE KIT FOR DRIP IRRIGATION. LOW FLOW ELECTRIC VALVE W/ PRESS. REG AND FILTER. INSTALL BELOW GRADE IN A VALVE BOX.
RAINBIRD	HV SERIES		1" MASTER SHUT OFF VALVE AT POINT OF CONNECTION. INSTALL BELOW GRADE IN A VALVE BOX.
			1" BRASS SHUT OFF VALVE - SAME SIZE AS MAINLINE. INSTALL BELOW GRADE IN A VALVE BOX.
HUNTER	PHC-6		PRO-HC WIFI - 6 STATION OUTDOOR HYDRAWISE CONTROLLER. SEE NOTE #11.
HUNTER	WR-CLIK		WIRELESS RAIN CLIK.
FEBCO	B25Y		1" REDUCED PRESSURE BACKFLOW PREVENTER. INSTALL AS PER LOCAL PLUMBING CODES ABOVE GRADE.
HUNTER	HC-100-FLOW		FLOW METER. INSTALL BELOW GRADE IN VALVE/METER BOX.
			3/4" HOSE BIB ON HOUSE WALL OR IN VEGETABLE GARDEN.
			AUTOMATIC FLUSH VALVE AT ENDS OF DRIP IRRIGATION PE TUBING.

1 GAL. PLANT LOCATION. SEE EMITTER SCHEDULE.
5 GAL. PLANT LOCATION. SEE EMITTER SCHEDULE.
15 GAL. OR 24" BOX TREE LOCATION. SEE EMITTER SCHEDULE.
1/2" OR 3/4" PE DRIP TUBING W/ COMPRESSION FITTINGS - SEE DRIP NOTES. INSTALL FLUSH VALVE AT END. DO NOT TRENCH UNDER EXISTING TREE CANOPIES. IF NOT POSSIBLE, INSTALL ON TOP OF SOIL UNDER MULCH.
1/2" EMITTER TUBING W/ COMPRESSION FITTINGS - 18" EMITTER SPACING AND 18"x24" ROW SPACING. 1 GALLON PER HR. EMITTER. RAINBIRD XBCV DRIPLINE WITH CHECK VALVE. SEE DRIP NOTES. INSTALL AUTOMATIC FLUSH VALVE AT END. DO NOT TRENCH UNDER EXISTING TREE CANOPIES. INSTALL ON TOP OF SOIL UNDER MULCH.
NON PRESSURE LINE - CLASS 200 PVC - 3/4" UNLESS OTHERWISE LABELED
PRESSURE LINE - SCH. 40 PVC
ALL PIPING 24" UNDER PAVING:
PRESSURE LINE, NONPRESSURE LINE, CONTROL WIRE SLEEVE, OR EXTRA LINE FOR FUTURE USE - MIN 2" OR LARGER AS NOTED.
CLASS 315 PVC, TWICE THE SIZE OF THE PIPE INSIDE.
INSTALL A 2" SCH. 40 PVC GREY ELECTRICAL CONDUIT AT ALL PRESSURE LINE PAVING CROSSINGS.

EMITTER SCHEDULE:

PLANT SIZE	NO. OF EMITTERS	EMITTER SIZE	PLANT DESCRIPTION	EMITTER LOCATION
1 GAL.	1	1 GPH	SMALL SHRUBS	AT PLANT
5 GAL.	2	1 GPH	MEDIUM SHRUBS	6" x 12"
15 GAL.	2	2 GPH	TREES	1' FROM TREE
24" BOX	3	2 GPH	TREES	2' APART



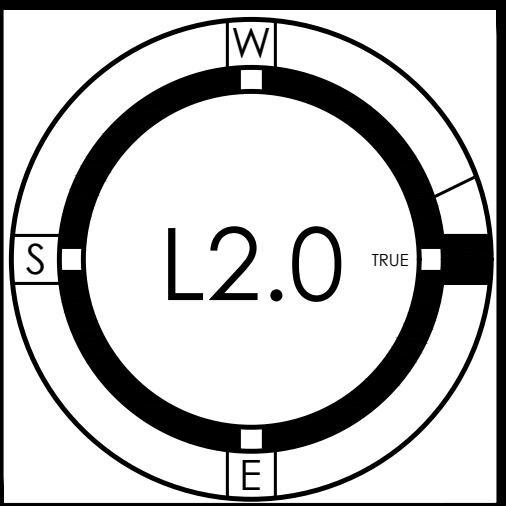
1000 S Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

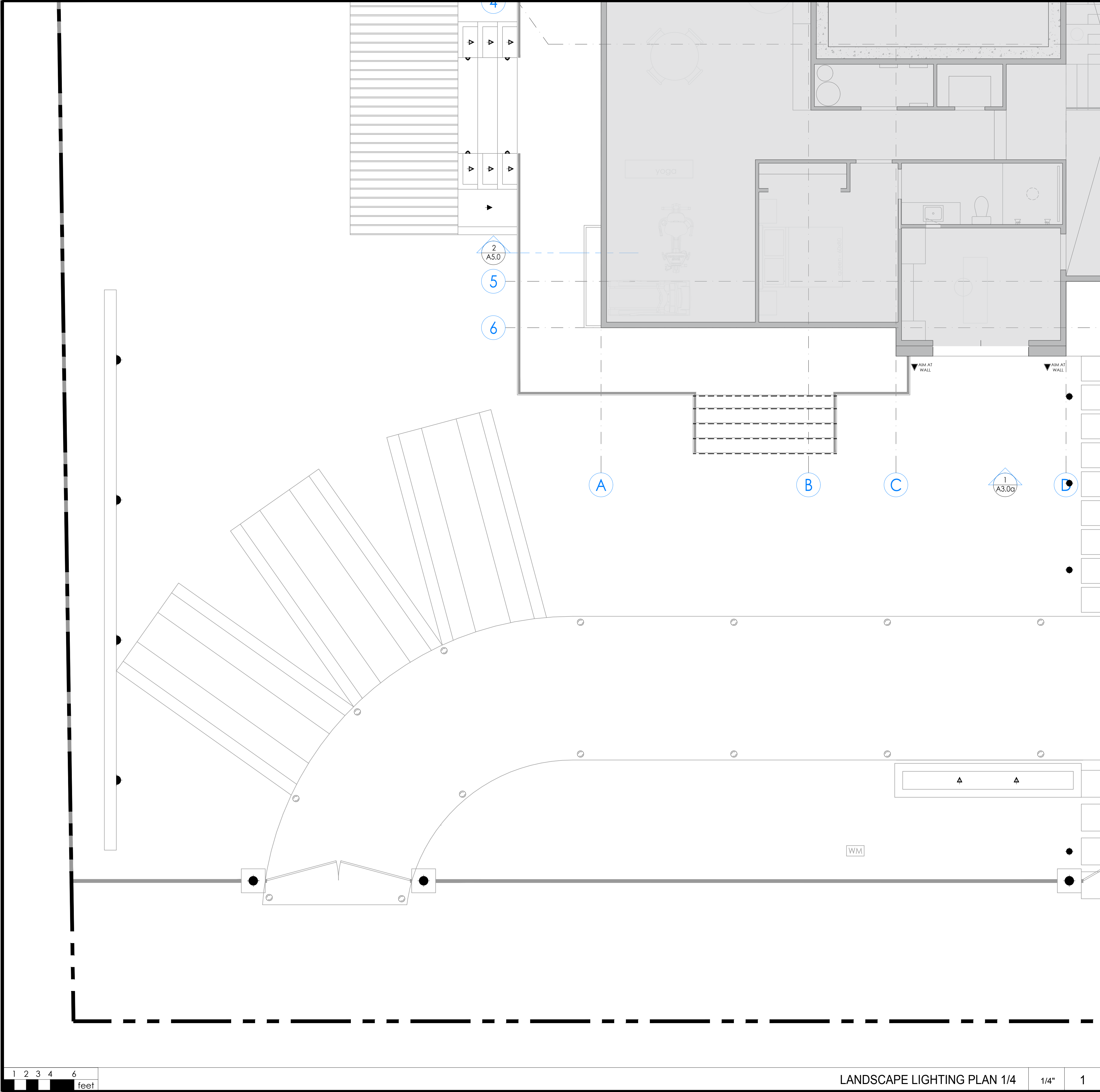
TRAN-NGUYEN RESIDENCE
NEW SINGLE FAMILY RESIDENCE
1321 TERRA VISTA CT.
MILPITAS, CA
VU NGUYEN



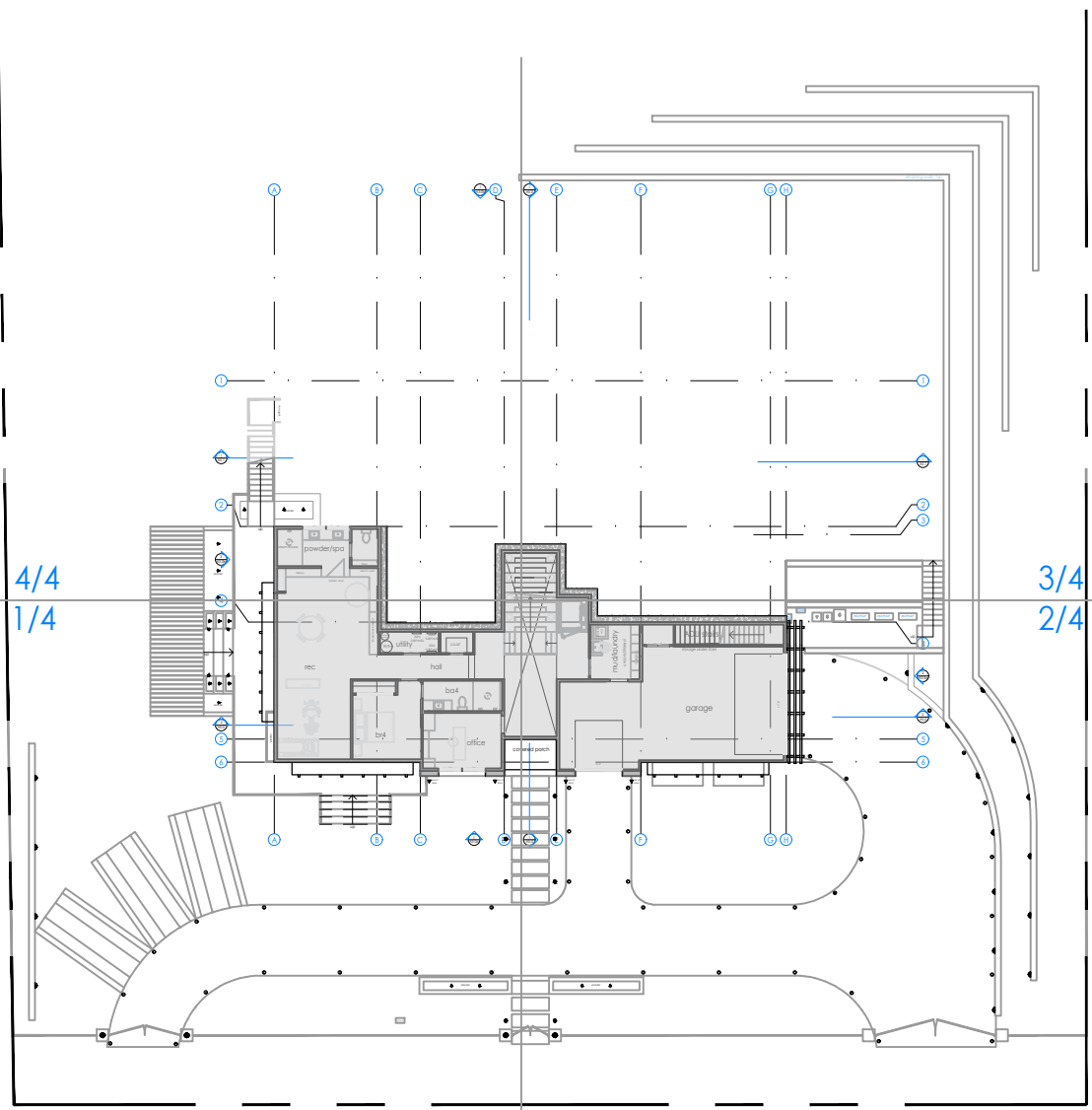
PROJECT NO.	DATE	DESCRIPTION	DRAWN BY
21036	2022.10.12	GI /	
	2023.11.22	GI /	
	2023.05.10	GI /	
	2023.09.28	GI /	

IRRIGATION PLAN





LANDSCAPE LIGHTING PLAN 1/4 1/4" 1



LANDSCAPE LIGHTING SCHEDULE			
SYM/PICTURE			
DESCRIPTIONS	POST LIGHT / Bromley 2361 OZ-LL		
COLOR/FILTER	A/BER		
FINISH	OIL RYBBER BRONZE		
PRODUCT'S LINK	https://www.hinkley.com/2361oz-ll.html		
SYM/PICTURE			
DESCRIPTIONS	INGRADE LIGHT / FX LUMINAIRE FC-3LED-CW-BZ		
COLOR/FILTER	A/BER		
FINISH	NATURAL BRASS		
PRODUCT'S LINK	https://www.fx.com/product/in-grade-and-well-lights-hardscapes/designer/fc		
SYM/PICTURE			
DESCRIPTIONS	PATH LIGHT #1 / FX LUMINAIRE DS-NL-18R-BZ		
COLOR/FILTER	A/BER		
FINISH	BRONZE METALLIC		
PRODUCT'S LINK	https://www.fx.com/product/path-and-area-lights/standard/ds		
SYM/PICTURE			
DESCRIPTIONS	PATH LIGHT #2 / FX LUMINAIRE DS-NL-12R-BZ		
COLOR/FILTER	A/BER		
FINISH	BRONZE METALLIC		
PRODUCT'S LINK	https://www.fx.com/product/path-and-area-lights/standard/ds		
SYM/PICTURE			
DESCRIPTIONS	STEP LIGHT #1 / FX LUMINAIRE MW-LED20W-BZ		
COLOR/FILTER	A/BER		
FINISH	NATURAL BRASS		
PRODUCT'S LINK	https://www.fx.com/product/wall-and-step-lights/		
SYM/PICTURE			
DESCRIPTIONS	STEP LIGHT #2 / FX LUMINAIRE CG-NL-BZ		
COLOR/FILTER	A/BER		
FINISH	NATURAL BRASS		
PRODUCT'S LINK	https://www.fx.com/product/wall-and-step-lights/		
SYM/PICTURE		N/A	
DESCRIPTIONS	LED STRIP LIGHT		
COLOR/FILTER	A/BER		
FINISH	-		
PRODUCT'S LINK	NO DATA		
SYM/PICTURE			
DESCRIPTIONS	WALL LIGHT / FX LUMINAIRE HS-ZD-FW		
COLOR/FILTER	A/BER		
FINISH	FLAT WHITE		
PRODUCT'S LINK	https://www.fx.com/product/wall-and-step-lights/		
SYM/PICTURE			
DESCRIPTIONS	WALL WASH UPLIGHT / FX LUMINAIRE WS-LED35W-BZ		
COLOR/FILTER	A/BER		
FINISH	BRONZE METALLIC		
PRODUCT'S LINK	https://www.fx.com/product/up-lights/standard/ws		
SYM/PICTURE			
DESCRIPTIONS	UPLIGHT / FX LUMINAIRE FR-ZD-AB		
COLOR/FILTER	A/BER		
FINISH	ANTIQUÉ BRONZE		
PRODUCT'S LINK	https://www.fx.com/product/up-lights/designer/fr		

KEYNOTES AND LEGENDS



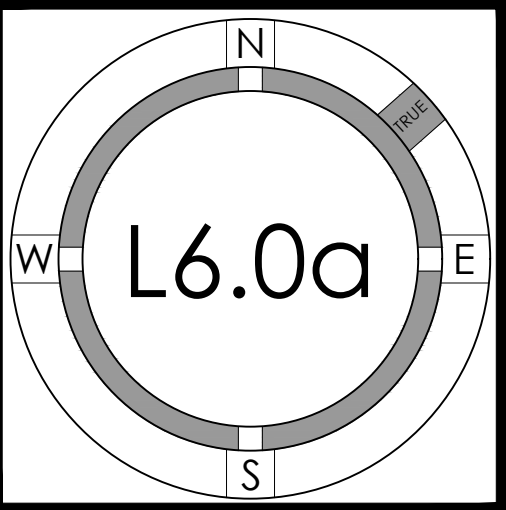
1000 S Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

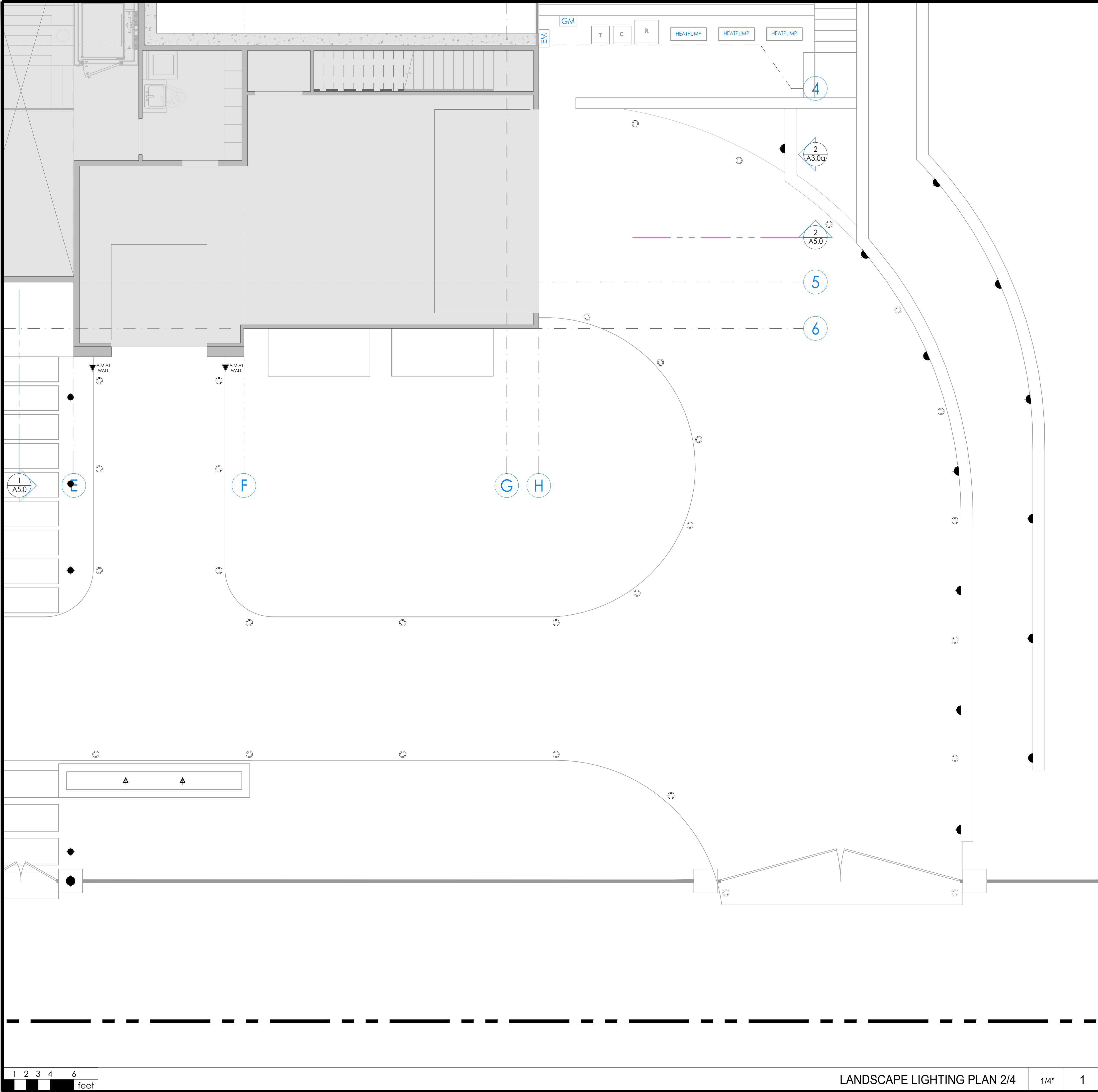
Tran-Nguyen Residence
NEW SINGLE FAMILY HOUSE
Milpitas, 1321 Terra Vista Court
Hue Tran Vu Nguyen



PROJECT NO.	DATE	DESCRIPTION	DRAWN BY
21-036	2022.11.30	PLANNING DEPARTMENT SUBMITTAL	IC / MKA
	2023.02.03	PLANNING DEPARTMENT RESUBMITTAL	IC / MKA
	2023.07.20	PLANNING DEPARTMENT RESUBMITTAL	IC / MKA
	2023.09.01	PLANNING DEPARTMENT RESUBMITTAL	IC / MKA

LIGHTING PLAN 1/4

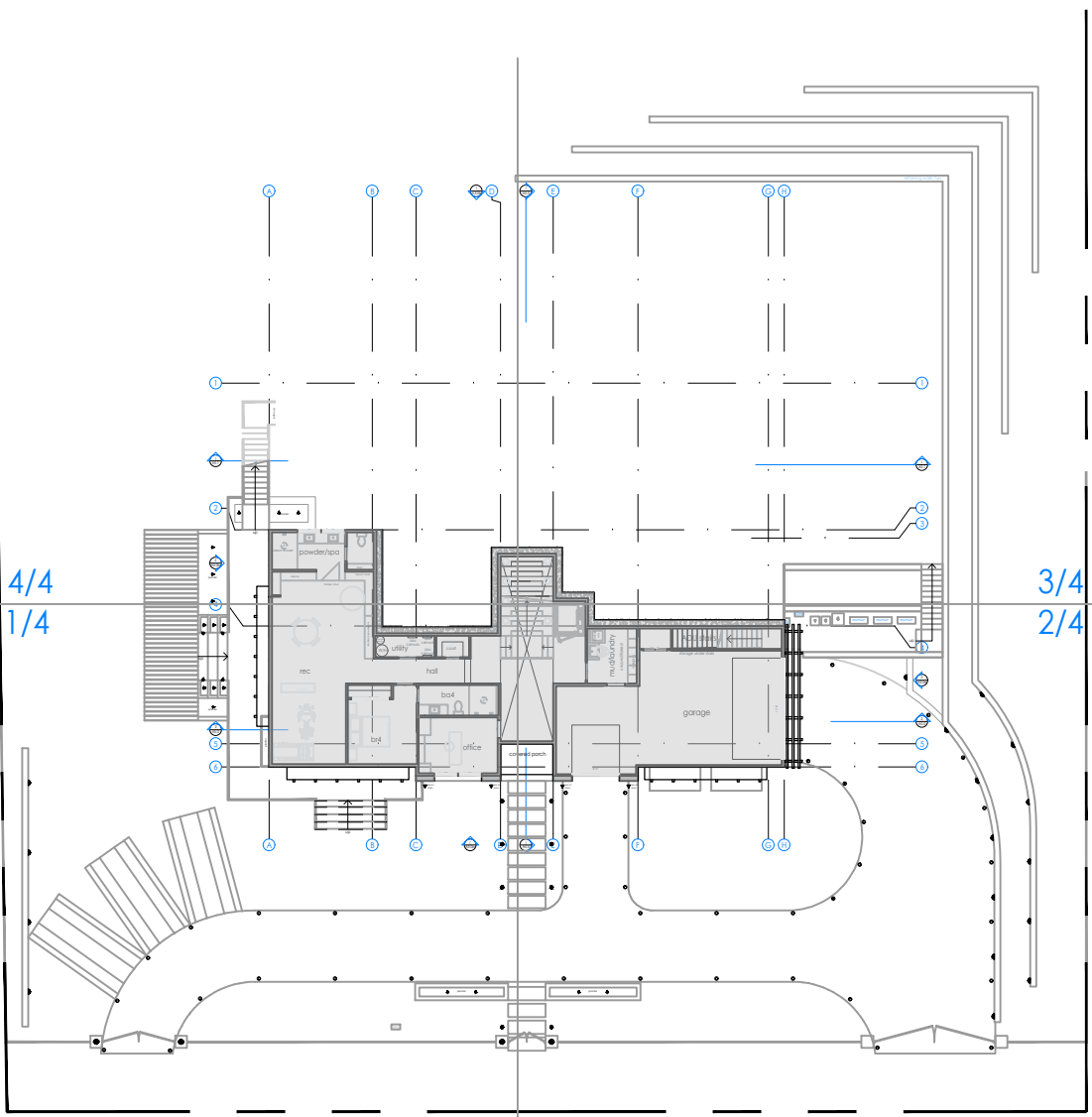




LANDSCAPE LIGHTING PLAN 2/4

1/4"

1



LANDSCAPE LIGHTING SCHEDULE			
SYM/PICTURE			
DESCRIPTIONS	POST LIGHT / Bromley 2361 OZ-LL		
COLOR/FILTER	A/BER		
FINISH	OIL RYBBER BRONZE		
PRODUCT'S LINK	https://www.hinkley.com/2361oz-ll.html		
SYM/PICTURE			
DESCRIPTIONS	INGRADE LIGHT / FXLUMNAIRE FC-3LED-CW-BZ		
COLOR/FILTER	A/BER		
FINISH	NATURAL BRASS		
PRODUCT'S LINK	https://www.fx.com/product/in-grade-and-well-lights-hardscapes/designer/fc		
SYM/PICTURE			
DESCRIPTIONS	PATH LIGHT #1 / FXLUMNAIRE DS-NL-18R-BZ		
COLOR/FILTER	A/BER		
FINISH	BRONZE METALLIC		
PRODUCT'S LINK	https://www.fx.com/product/path-and-area-lights/standard/ds		
SYM/PICTURE			
DESCRIPTIONS	PATH LIGHT #2 / FXLUMNAIRE DS-NL-12R-BZ		
COLOR/FILTER	A/BER		
FINISH	BRONZE METALLIC		
PRODUCT'S LINK	https://www.fx.com/product/path-and-area-lights/standard/ds		
SYM/PICTURE			
DESCRIPTIONS	STEP LIGHT #1 / FXLUMNAIRE M-W-LED20W-BZ		
COLOR/FILTER	A/BER		
FINISH	NATURAL BRASS		
PRODUCT'S LINK	https://www.fx.com/product/wall-and-step-lights/		
SYM/PICTURE			
DESCRIPTIONS	STEP LIGHT #2 / FXLUMNAIRE CG-NL-BZ		
COLOR/FILTER	A/BER		
FINISH	NATURAL BRASS		
PRODUCT'S LINK	https://www.fx.com/product/wall-and-step-lights/		
SYM/PICTURE		N/A	
DESCRIPTIONS	LED STRIP LIGHT		
COLOR/FILTER	A/BER		
FINISH	-		
PRODUCT'S LINK	NO DATA		
SYM/PICTURE			
DESCRIPTIONS	WALL LIGHT / FXLUMNAIRE HS-ZD-FW		
COLOR/FILTER	A/BER		
FINISH	FLAT WHITE		
PRODUCT'S LINK	https://www.fx.com/product/wall-and-step-lights/		
SYM/PICTURE			
DESCRIPTIONS	WALL WASH UPLIGHT / FXLUMNAIRE WS-LED35W-BZ		
COLOR/FILTER	A/BER		
FINISH	BRONZE METALLIC		
PRODUCT'S LINK	https://www.fx.com/product/up-lights/standard/ws		
SYM/PICTURE			
DESCRIPTIONS	UPLIGHT / FXLUMNAIRE FR-ZD-AB		
COLOR/FILTER	A/BER		
FINISH	ANTIQUE BRONZE		
PRODUCT'S LINK	https://www.fx.com/product/up-lights/designer/fr		

KEYNOTES AND LEGENDS

-

-



1000 S Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

Tran-Nguyen Residence
NEW SINGLE FAMILY HOUSE

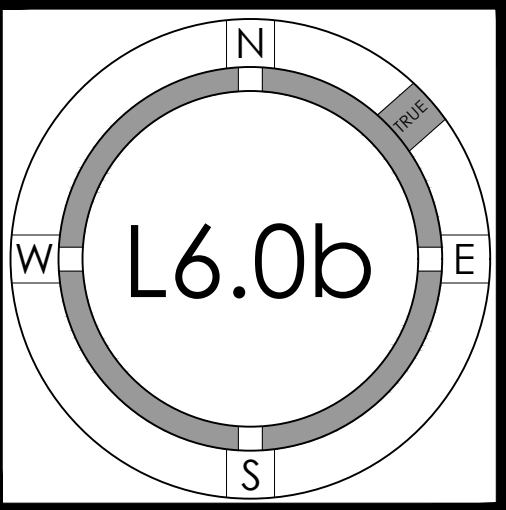
Milpitas, 1321 Terra Vista Court

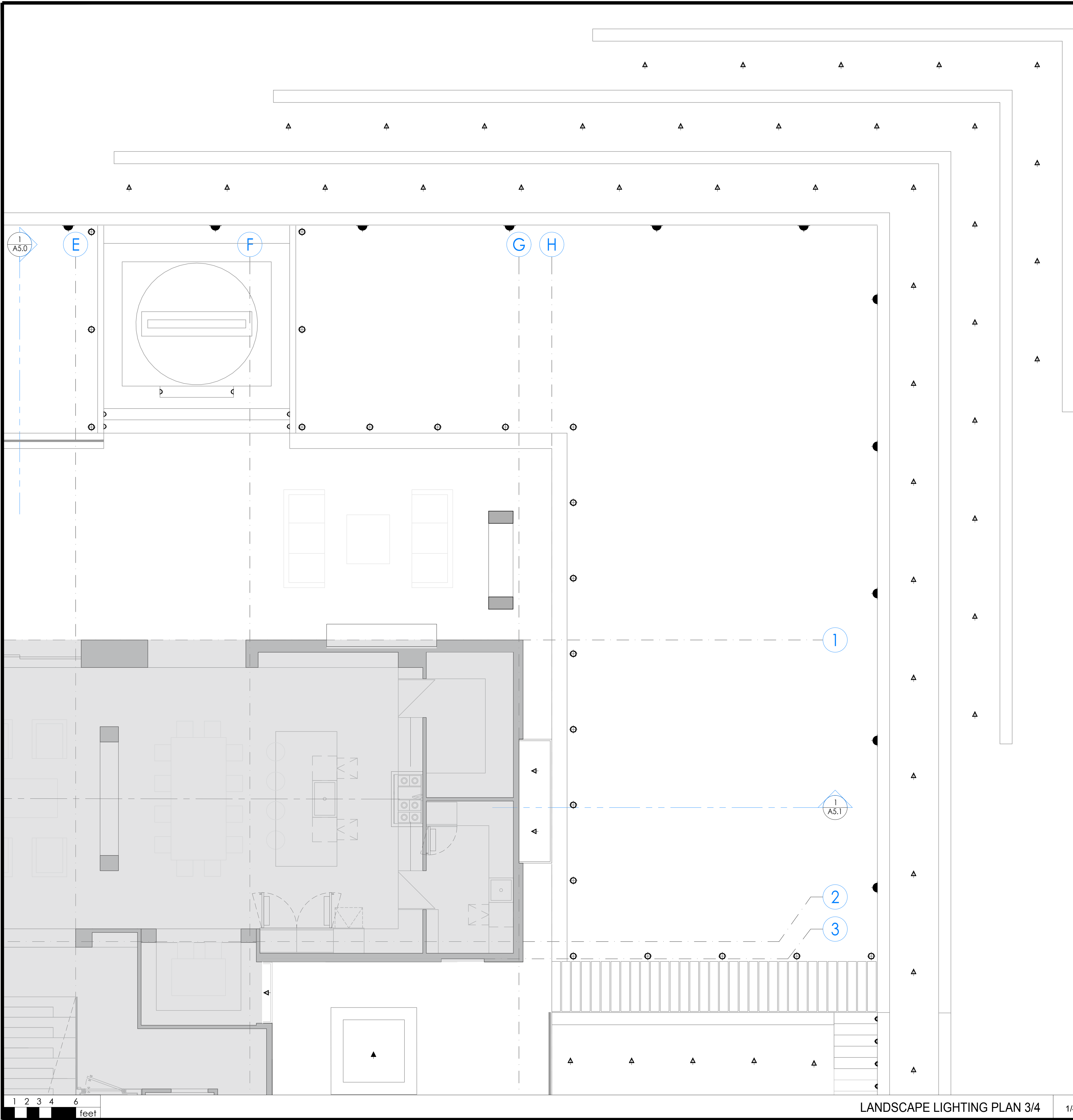
Hue Tran Vu Nguyen



PROJECT NO.	DATE	DESCRIPTION	DRAWN BY
21-036	2022.11.30	PLANNING DEPARTMENT SUBMITTAL	IC / MKA
	2023.02.03	PLANNING DEPARTMENT RESUBMITTAL	IC / MKA
	2023.07.20	PLANNING DEPARTMENT RESUBMITTAL	IC / MKA
	2023.09.01	PLANNING DEPARTMENT RESUBMITTAL	IC / MKA

LIGHTING
PLAN
2/4

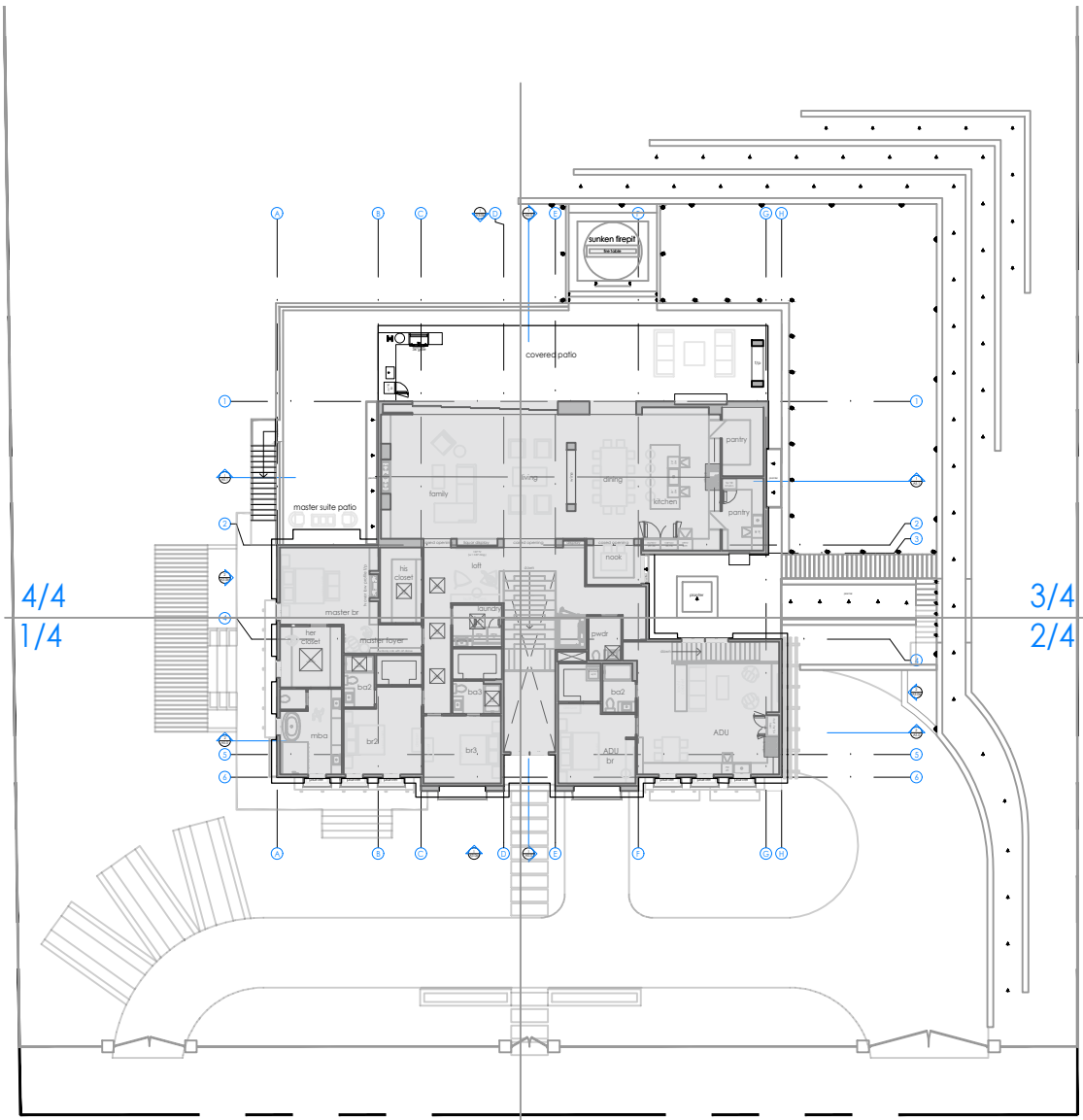


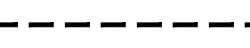
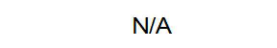


LANDSCAPE LIGHTING PLAN 3/4

1/4"

1



LANDSCAPE LIGHTING SCHEDULE	
SYM/PICTURE	 
DESCRIPTIONS	POST LIGHT / Bromley 2361 OZ-LL
COLOR/FILTER	AMBER
FINISH	OIL RYBBED BRONZE
PRODUCT'S LINK	https://www.hinkley.com/2361oz-ll.html
SYM/PICTURE	 
DESCRIPTIONS	INGRADE LIGHT / FXLUMNAIRE FC-3LED-CW-BZ
COLOR/FILTER	AMBER
FINISH	NATURAL BRASS
PRODUCT'S LINK	https://www.fx.com/product/in-grade-and-well-lights-hardscapes/designer/fc
SYM/PICTURE	 
DESCRIPTIONS	PATH LIGHT #1 / FXLUMNAIRE DS-NL-18R-BZ
COLOR/FILTER	AMBER
FINISH	BRONZE METALLIC
PRODUCT'S LINK	https://www.fx.com/product/path-and-area-lights/standard/ds
SYM/PICTURE	 
DESCRIPTIONS	PATH LIGHT #2 / FXLUMNAIRE DS-NL-12R-BZ
COLOR/FILTER	AMBER
FINISH	BRONZE METALLIC
PRODUCT'S LINK	https://www.fx.com/product/path-and-area-lights/standard/ds
SYM/PICTURE	 
DESCRIPTIONS	STEP LIGHT #1 / FXLUMNAIRE MW-LED20W-BS
COLOR/FILTER	AMBER
FINISH	NATURAL BRASS
PRODUCT'S LINK	https://www.fx.com/product/wall-and-step-lights/
SYM/PICTURE	 
DESCRIPTIONS	STEP LIGHT #2 / FXLUMNAIRE CG-NL-BS
COLOR/FILTER	AMBER
FINISH	NATURAL BRASS
PRODUCT'S LINK	https://www.fx.com/product/wall-and-step-lights/
SYM/PICTURE	 
DESCRIPTIONS	LED STRIP LIGHT
COLOR/FILTER	AMBER
FINISH	-
PRODUCT'S LINK	NO DATA
SYM/PICTURE	 
DESCRIPTIONS	WALL LIGHT / FXLUMNAIRE HS-ZD-FW
COLOR/FILTER	AMBER
FINISH	FLAT WHITE
PRODUCT'S LINK	https://www.fx.com/product/wall-and-step-lights/
SYM/PICTURE	 
DESCRIPTIONS	WALL WASH UPLIGHT / FXLUMNAIRE WS-LED35W-BZ
COLOR/FILTER	AMBER
FINISH	BRONZE METALLIC
PRODUCT'S LINK	https://www.fx.com/product/up-lights/standard/ws
SYM/PICTURE	 
DESCRIPTIONS	UPLIGHT / FXLUMNAIRE FR-ZD-AB
COLOR/FILTER	AMBER
FINISH	ANTIQUE BRONZE
PRODUCT'S LINK	https://www.fx.com/product/up-lights/designer/fr

KEYNOTES AND LEGENDS

-

-



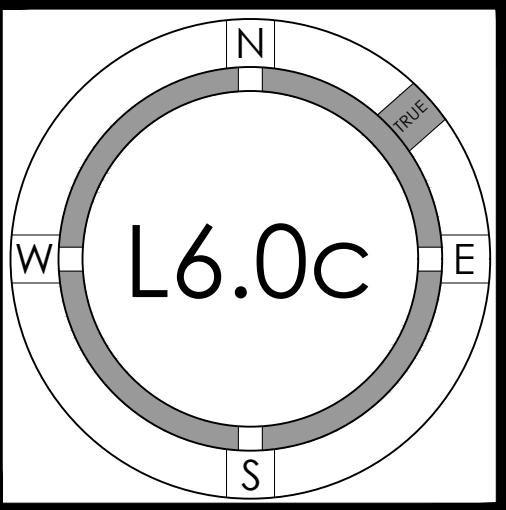
1000 S Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

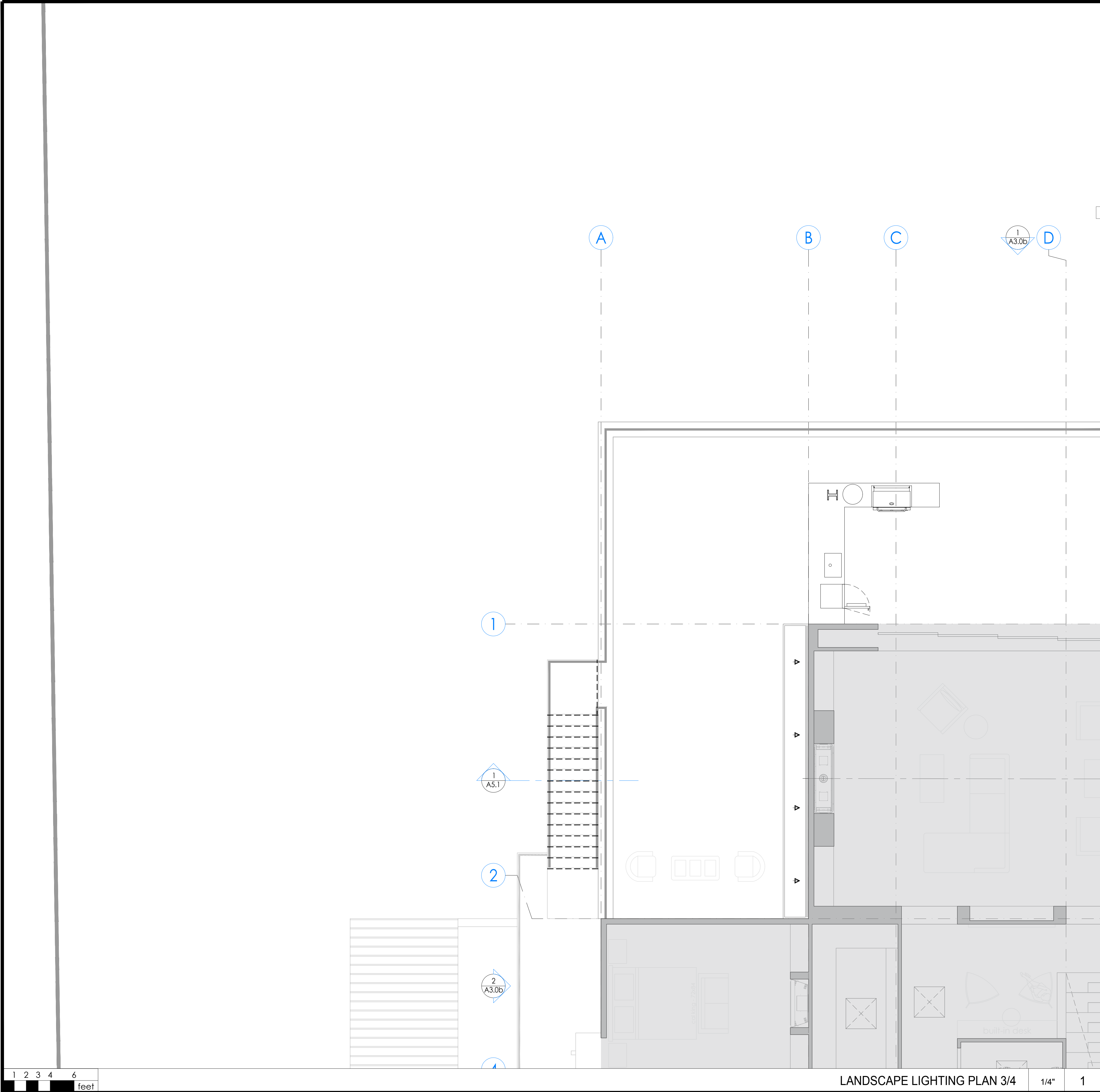
Tran-Nguyen Residence
NEW SINGLE FAMILY HOUSE
Milpitas, 1321 Terra Vista Court
Hue Tran Vu Nguyen



PROJECT NO.	DATE	DESCRIPTION	DRAWN BY
21-036	2022.11.30	PLANNING DEPARTMENT SUBMITTAL	IC / MKA
	2023.02.03	PLANNING DEPARTMENT RESUBMITTAL	IC / MKA
	2023.07.20	PLANNING DEPARTMENT RESUBMITTAL	IC / MKA
	2023.09.01	PLANNING DEPARTMENT RESUBMITTAL	IC / MKA

LIGHTING PLAN 3/4

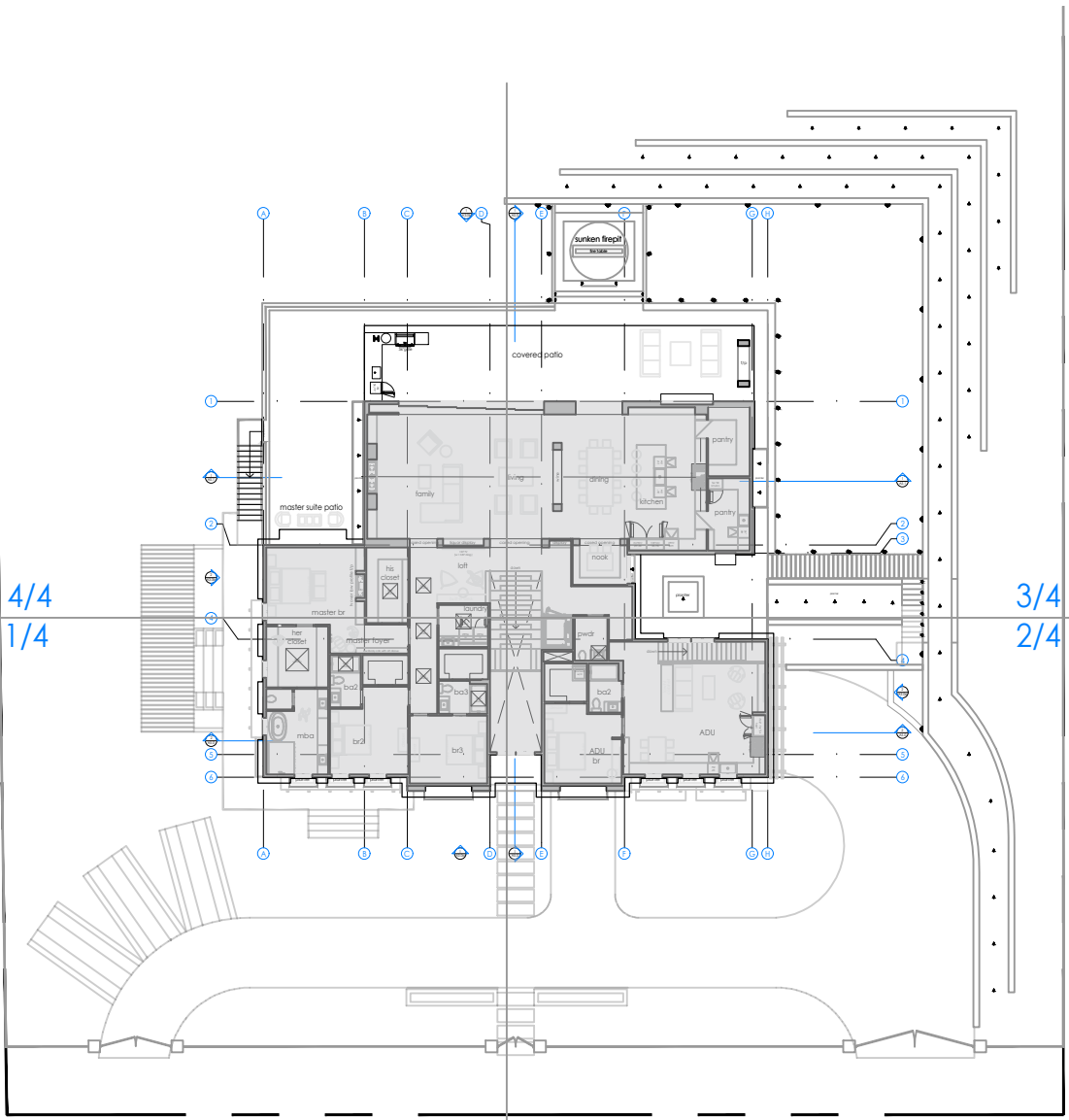




LANDSCAPE LIGHTING PLAN 3/4

1/4"

1



LANDSCAPE LIGHTING SCHEDULE			
SYM/PICTURE			
DESCRIPTIONS	POST LIGHT / Bromley 2361 OZ-LL		
COLOR/FILTER	A/BER		
FINISH	OIL RYBBED BRONZE		
PRODUCT'S LINK	https://www.hinkley.com/2361oz-ll.html		
SYM/PICTURE			
DESCRIPTIONS	INGRADE LIGHT / FX LUMINAIRE FC-3LED-CW-BZ		
COLOR/FILTER	A/BER		
FINISH	NATURAL BRASS		
PRODUCT'S LINK	https://www.fx.com/product/in-grade-and-well-lights-hardscapes/designer/fc		
SYM/PICTURE			
DESCRIPTIONS	PATH LIGHT #1 / FX LUMINAIRE DS-NL-18R-BZ		
COLOR/FILTER	A/BER		
FINISH	BRONZE METALLIC		
PRODUCT'S LINK	https://www.fx.com/product/path-and-area-lights/standard/ds		
SYM/PICTURE			
DESCRIPTIONS	PATH LIGHT #2 / FX LUMINAIRE DS-NL-12R-BZ		
COLOR/FILTER	A/BER		
FINISH	BRONZE METALLIC		
PRODUCT'S LINK	https://www.fx.com/product/path-and-area-lights/standard/ds		
SYM/PICTURE			
DESCRIPTIONS	STEP LIGHT #1 / FX LUMINAIRE MW-LED20W-BS		
COLOR/FILTER	A/BER		
FINISH	NATURAL BRASS		
PRODUCT'S LINK	https://www.fx.com/product/wall-and-step-lights/		
SYM/PICTURE			
DESCRIPTIONS	STEP LIGHT #2 / FX LUMINAIRE CG-NL-BS		
COLOR/FILTER	A/BER		
FINISH	NATURAL BRASS		
PRODUCT'S LINK	https://www.fx.com/product/wall-and-step-lights/		
SYM/PICTURE		N/A	
DESCRIPTIONS	LED STRIP LIGHT		
COLOR/FILTER	A/BER		
FINISH	-		
PRODUCT'S LINK	NO DATA		
SYM/PICTURE			
DESCRIPTIONS	WALL LIGHT / FX LUMINAIRE HS-ZD-FW		
COLOR/FILTER	A/BER		
FINISH	FLAT WHITE		
PRODUCT'S LINK	https://www.fx.com/product/wall-and-step-lights/		
SYM/PICTURE			
DESCRIPTIONS	WALL WASH UPLIGHT / FX LUMINAIRE WS-LED35W-BZ		
COLOR/FILTER	A/BER		
FINISH	BRONZE METALLIC		
PRODUCT'S LINK	https://www.fx.com/product/up-lights/standard/ws		
SYM/PICTURE			
DESCRIPTIONS	UPLIGHT / FX LUMINAIRE FR-ZD-AB		
COLOR/FILTER	A/BER		
FINISH	ANTIQUE BRONZE		
PRODUCT'S LINK	https://www.fx.com/product/up-lights/designer/fr		

KEYNOTES AND LEGENDS

FOR PERMIT REVIEW ONLY--NOT FOR CONSTRUCTION



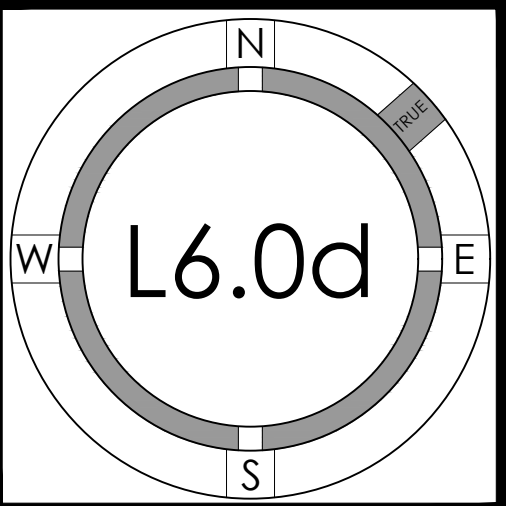
1000 S Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

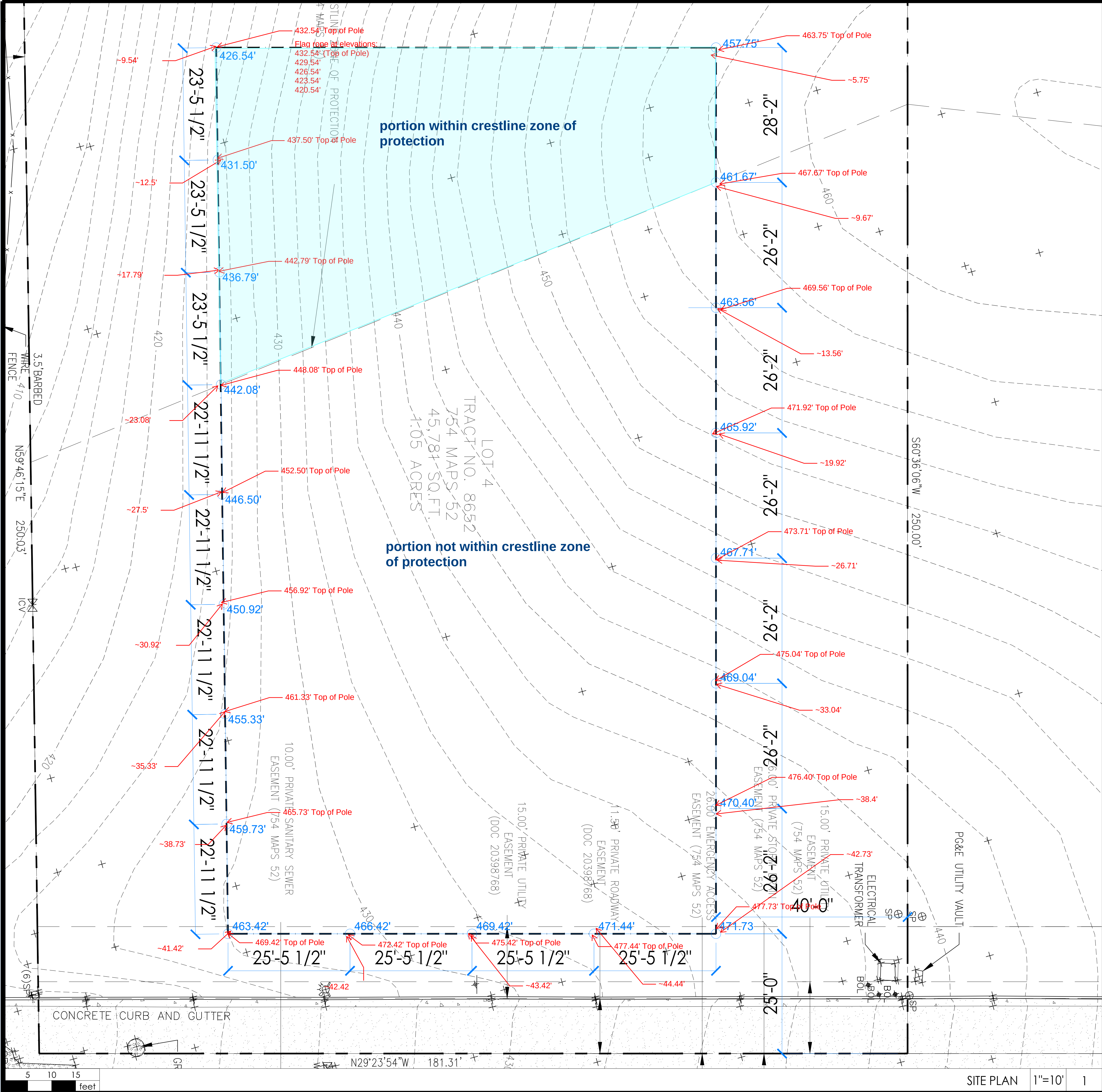
Tran-Nguyen Residence
NEW SINGLE FAMILY HOUSE
Milpitas, 1321 Terra Vista Court
Hue Tran Vu Nguyen



PROJECT NO.	DATE	DESCRIPTION	DRAWN BY
21-036	2022.11.30	PLANNING DEPARTMENT SUBMITTAL	IG / MKA
	2023.02.03	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
	2023.07.20	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA
	2023.09.01	PLANNING DEPARTMENT RESUBMITTAL	IG / MKA

LIGHTING PLAN 4/4





Flag rope to start at top of pole elevations called out in red. Additional flag rope rows to continue at 3' intervals down for a total of 5 rows of flag rope. Blue elevation markers represent middle row of flag rope.

Elevations of each flag rope called out for story pole one as a reference. All other story poles to follow same pattern as spelled out above.



1000 S Winchester Blvd
San Jose, CA 95128
P : (408) 998 - 0983

Tran-Nguyen Residence
NEW SINGLE FAMILY HOUSE

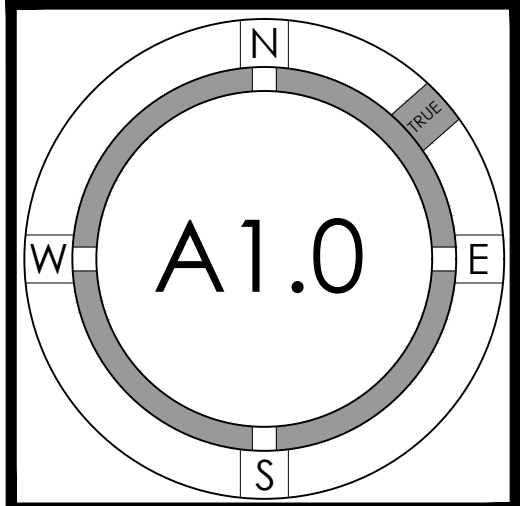
Milpitas, 1321 Terra Vista Court

Hue Tran Vu Nguyen



PROJECT NO.	REVISION	DATE	DESCRIPTION	DRAWN BY
21-036				

SITE PLAN
&
DEMO SITE PLAN



Planning Department

408-586-3279 | 455 E. Calaveras Blvd., Milpitas, CA 95035
www.milpitas.gov | planningdepartment@milpitas.gov



Hue Tran & Vu Nguyen
[Redacted]

Deer: Hue Tran & Vu Nguyen

RE: Waiver of Due Process Rights for City Council Public Hearing

I hope this letter finds you well. As you are aware, your project at 1321 Terra Vista Court is scheduled for consideration on the Consent Calendar of the City Council on February 20, 2024 meeting, to adopt a resolution superseding resolution No.9286, correcting the conditions of approval for a previously approved Site Development Permit No. SD22-0013 and Planned Unit Development Amendment No. PA23-0001 to allow the development of a new single-family residence at 1321 Terra Vista Court, subject to the attached Conditions of Approval.

I want to inform you of your personal property right to a public hearing before the Milpitas City Council to address the changes in conditions of approval that were the result of a planning staff error. In preparation for this meeting, we are writing to offer you the option to voluntarily waive your right to a public hearing or to request a public hearing on the attached corrected conditions of approval.

Waiving these rights would allow for a more streamlined hearing process and potentially expedite the decision-making process. However, it is important to understand that by waiving these rights, you may be limiting your ability to challenge any decision made during the hearing through legal means.

Please take the time to review this letter carefully and consult with legal counsel if you have any questions or concerns about waiving your due process rights. If you choose to proceed with the waiver, please sign and return the attached form by Friday, February 16, 2024, to indicate your consent.

[Redacted Signature]

Applicant/Property Owner Signature Date: February 16, 2024

Thank you for your attention to this matter. Should you have any questions or require further information, please do not hesitate to contact me at Phone (408) 586-3288] or Email astark@milpitas.gov

Sincerely,

Avery Stark

Avery Stark
Acting Senior Planner

Enclosed: A Resolution Superseding City Council Resolution No.9286, with the corrected and attached conditions of approval.



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:	2/20/2024
Recommendation:	(1) Receive an update on the storm drain system emergency repairs and improvements at Evans Road and Piedmont Creek; and (2) Determine by a four-fifths vote that the condition continues to constitute an emergency.

Background:

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

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

Project Update(s):

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

The City entered into two agreements with Able Construction Group, Inc. (Contractor) on December 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 and Contractor simultaneously conducted a project kick-off meeting.

The City conducted a kick-off meeting with the Contractor on January 17, 2024. This project has no anticipated impact(s) to the right-of-way therefore a traffic or pedestrian control is not required at this time. The Contractor provided the City with submittals of products and materials to be used for both phases of the project, which the City has reviewed and approved. The contractor also provided the City with a preliminary schedule of construction activities for the Piedmont phase of the project, which commenced the week of February 12, 2024.

Staff anticipates construction activities will complete by March 2024.

Fiscal Impact:

Funding for these repairs is available in the City's Capital Improvement Program (CIP) budget. CIP Project 3715 - Storm Drain System Rehabilitation Project will fund \$137,519 for the storm drain system emergency repairs and improvements at Evans Road and Piedmont Creek. Funding source comes from the Storm Drain General Fund and Storm Drain Fund. As of February 8, 2024, the balance in CIP 3715 is \$ 999,753.64.

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:	Waive the Second Reading and Adopt Ordinance No. 239.8 to Amend Chapter 16 of Title XI of the Milpitas Municipal Code Relating to Storm Drainage Service Impact Fees (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	2/20/2024
Recommendation:	(1) Waive the second reading of Ordinance No. 239.8. (2) Adopt Ordinance No. 239.8 to amend 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:

On February 6, 2024, the City Council introduced Ordinance No. 239.8 to amend Chapter 16 of Title XI of the Milpitas Municipal Code to establish storm drainage impact fees. 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 development impact fees are adopted. No changes were made to the ordinance introduced on February 6, 2024. Ordinance No. 239.8 is ready for adoption

ANALYSIS:

Ordinance No. 239.8 would allow the City to establish storm drainage impact fees necessary to recover costs related to growth to be used specifically for storm drainage infrastructure. The newly adopted Storm Drain Nexus Study identified \$2.94 million of storm drain improvements projects that are a result of impacts from new developments that need to be mitigated through a Storm Drainage Impact Fee. The newly adopted Storm Drainage Impact Fee was prepared in compliance with the Mitigation Fee Act and aligns with the Capital Improvement Projects identified in the 2021 Storm Drain Master Plan, and was adopted by the Council on February 6, 2024. The recommended fees will ensure the municipal code is consistent with the newly adopted storm drainage impact fees for the purpose of mitigating the impacts new development projects may have on existing infrastructure.

POLICY ALTERNATIVE(S):

Alternative: Do not adopt ordinance 239.8.

Pros: There are no identified benefits to this alternative.

Cons: Maintaining the current ordinance would result in the collection of fees that do not align with the guidelines outlined in the Mitigation Fee Act or newly adopted Storm Drainage Impact Fee resolution. 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 ordinance 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) Waive the second reading of Ordinance No. 239.8.
- (2) Adopt Ordinance No. 239.8 to amend 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):

Ordinance No. 239.8 (2nd Reading)

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.

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.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Milpitas Arts and Culture Grant Request for Sunnyhills Neighborhood Association Juneteenth Event (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409; and Tegan McLane, Assistant Recreation and Community Services Director, 408-586-3212)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	2/20/2024
Recommendation:	Approve Milpitas Arts and Culture In-kind Grant request from Sunnyhills Neighborhood Association for the use of Sunnyhills Albert Augustine Jr. Memorial Park for a Juneteenth Celebration on June 15, 2024.

BACKGROUND:

The Milpitas Arts and Culture Grant (formerly the Cultural Arts Support Program) was introduced in 2001 as a way for the City of Milpitas to support enriching and free or low-cost cultural arts programming for the community. In recent years the program has functioned as an in-kind space grant, where Cultural Arts groups (nonprofit organizations, schools, clubs) and individuals may request free use of City of Milpitas' rentable indoor or outdoor space to offer programming or, in the case of performing arts, to rehearse for free and low-cost programming to be offered in Milpitas. Groups are limited to two events per year, each event no more than two consecutive days. The cumulative total of event hours, including set up and break down, is limited to 40 hours per organization per year or an in-kind grant value of \$10,000; whichever comes first.

The Arts Commission's FY2023-24 approved work plan included the revision of the Milpitas Arts and Culture Grants (MACG) program process to include both the Arts Commission recommendation for approval and the City Council final approval. At the January 22, 2024, Arts Commission meeting, the Commission reviewed new grant program materials that included structured in-kind grant application submittal deadlines, and subsequent Arts Commission and City Council meetings for review and approval. In-kind grant submittal deadlines for the remainder of the calendar year are:

Upcoming MACG Deadlines	Fall/Winter Events (September 1-January 31)	Spring Events (February 1-May 31)	Summer Events (June 1-August 31)
Application Deadline	February 23, 2024	April 26, 2024	October 25, 2024
Arts Commission Review	March 25, 2024	May or June 2024 TBD*	November 25, 2024
Council Approval	May 7, 2024	October 1, 2024	January 21, 2025

*Arts Commission's Regular May Meeting falls on Memorial Day and will need to be rescheduled.

However, before the meeting where the new deadlines were discussed, the Commission had received and reviewed one MACG In-Kind Grant Application from the Sunnyhills Neighborhood Association, requesting to use open space at Sunnyhills Albert Augustine Jr. Memorial Park for its second annual Juneteenth celebration on June 15, 2024. This request was received on October 15, 2023.

Since Sunnyhills Neighborhood Association's request is for park space for a June 15, 2024 event and was submitted prior to the approval and announcement of a new review schedule, the Arts Commission is requesting Council's approval outside the normal review schedule. If City Council were to wait until its next normally scheduled approval date on May 7, 2024, organizers would have less than six weeks' notice to plan and publicize their event, which could jeopardize their ability to produce a successful, well-organized Juneteenth Celebration.

In addition, a late approval on May 7, 2024 would preclude the City from listing this event in the Summer Activity Guide, an in-kind service the City provides as part of the grant.

ANALYSIS:

On November 27, 2023, the Arts Commission reviewed and unanimously recommended approval of a MACG In-Kind Grant Application from the Sunnyhills Neighborhood Association, requesting to use open space at Sunnyhills Albert Augustine Jr. Memorial Park for its second annual Juneteenth celebration on June 15, 2024.

The grant applicant previously received a Milpitas Arts and Culture In-Kind Grant in 2023 to use Sunnyhills Albert Augustine Jr. Memorial Park and the Recreation mobile stage for a Juneteenth event, which included stage performances, a resource fair, and one food truck. That free event drew about 200 people.

As stated in their 2024 Grant Application (included in the agenda packet), the Sunnyhills Neighborhood Association is proposing a larger gathering than last year with performances, resources, multiple food vendors, and cultural vendors participating in the event.

The grant application requests the following allowable in-kind services and/or resources:

- 1) City Park/open space for event (identified as Sunnyhills Albert Augustine Jr. Memorial Park)
- 2) Inclusion of the event in City marketing channels (Activity Guide, City website, Recreation and Community Services social media pages, and e-blast to the Recreation customer list)

The value of Sunnyhills Neighborhood Association's MACG In-kind grant application, should it be approved, is \$1,064. All required security deposits, liability insurance, and/or permits from the City or outside agency, i.e. County of Santa Clara for this type of event are still required. As proposed, the event would require both a City of Milpitas Special Event Permit and Santa Clara County Event Organizer Permit. The cost for both these permits is the responsibility of the host organization and is not covered by this grant. Currently, staff receives less than six applications per year. If the number of applications dramatically increases in the future staff may have to recommend a limit on the number of annual awards that are recommended. As part of the ongoing evaluation of this program, staff will work with the Arts Commission to ensure that the number of award recommendations that are brought forward to the City Council annually do not have a significant impact on City resources and/or revenue and to discuss a potential future limit on the number of annual awards.

The award of MACG in-kind grant is not a guarantee that the City special event permit or County event organizer permit will be granted. Should the Sunnyhills Neighborhood Association not be able to secure all the required permits, their event would need to be either scaled back, postponed, or cancelled.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve Sunnyhills Neighborhood Association's grant request to use Sunnyhills Albert Augustine Jr. Memorial Park for its Juneteenth celebration.

Pros: If the request is not approved, the park remains open for rentals. The City could generate rental income should Sunnyhills Neighborhood Association choose to rent open space for its event or if picnic customers rent picnic areas.

Cons: Not approving the request may make it cost-prohibitive for Sunnyhills Neighborhood Association to host a Juneteenth event.

Reason for Not Recommending: Sunnyhills Neighborhood Association had a successful first Juneteenth celebration last year, networking to involve many Milpitas residents and businesses in celebrating black culture. This proposal allows Milpitas residents to learn about and celebrate black culture. This enriches and adds to the City's own efforts to provide events to Milpitas residents and to celebrate diversity.

FISCAL IMPACT:

There is no impact to the general fund. The value of Sunnyhills Neighborhood Association's grant request is \$1,064, the combined value of the resident nonprofit organization rate for an open space rental and the application fee.

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:

Approve Milpitas Arts and Culture In-Kind Grant request from Sunnyhills Neighborhood Association for use of Sunnyhills Albert Augustine Jr. Memorial Park on Saturday, June 15, 2024, for a Juneteenth Celebration.

ATTACHMENT(S):

(a) Milpitas Arts and Culture Grant Application from Sunnyhills Neighborhood Association for a Juneteenth Celebration

#6

Organization Name	Sunnyhills Neighborhood Association
Contact Person Name/Title	Allysson McDonald/SNA President, Chris Norwood/Juneteenth Cttee Chair
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
Organization Website	https://sunnyhillsneighborhood.org/
Organization's Mission	
● Provide instruction in civic responsibility and community service; ● Enhance and support education to local residents in art, music, and science; ● Sponsor activities and public performances which enhance the quality of life for all residents in the area; ● Sponsor special events and public gatherings to promote a sense of community well-being and cohesion; ● Sponsor and conduct activities and social gatherings which bridge cultural gaps between different ethnic and cultural segments of the community.	
What type of event(s) are you planning?	- Resource fair, Dancing, Historical presentation, Food vendors, Cultural vendors
How will your event benefit Milpitas residents? Check all that apply.	- Opportunity for Milpitas artists to perform or display work - Opportunity for Milpitas audiences to be exposed to unfamiliar art form, culture, artist - Opportunity for Milpitas residents to participate in art or cultural activity - Opportunity to foster cross-cultural understanding
What type of space do you need?	- Mobile Stage - Picnic Area - Open Space Outdoors
First choice date, or start date if requesting range	Jun 15, 2024
Second choice date, or end date if requesting range	Jun 16, 2024
Start Time	12:00 PM
End Time	06:00 PM

Proposed Event(s)

This public/free event will take place in the Sunnyhills-Augustine Park to commemorate and celebrate Juneteenth. Primary event organizers are Milpitas residents: the Sunnyhills Neighborhood Association Juneteenth Committee, including Chris Norwood, Donnie Eiland, Colette Choates, Sanae Alexander, Terry Kinney, Allysson McDonald, and others, with support from the SNA board. The vision for the event includes:

- Performance of Black National Anthem
- Presentation of the History of Juneteenth
- Proclamations recognizing the History of Sunnyhills, early Milpitas Black families & Government Officials
- Speeches by Youth & Adult Black leaders
- Prayer or Benediction
- Entertainment: Singing, Live Band, DJ, other culturally relevant performances
- Dancing
- Resource Fair (government agencies and non-profits)
- African-American and Creole Soul Food
- African American Cultural Vendors

NOTE: 3rd choice for date of event is June 22, 2024

Upload videos, images or PDFs representing your cultural art event and/or similar events you have produced in the past.



2023_poster.png



[Gospel Singers.png](#)



[Presentation of City Proclamations.jpg](#)



[Milpitas Historical Society Booth.png](#)



[Vice Mayor Chua with Fire Fighters.png](#)

Community Outreach Plan

We plan to broadly publicize the Juneteenth celebration through print media (The Beat and the Post), Social Media, local schools (Parent Square), community service groups (Kiwanis, Chamber of Commerce, Rotary, MHS BSU) and other avenues of spreading the word such as word of mouth, email blasts, and posters/fliers at local businesses.

We are hoping to attract 300 attendees.

Community Benefit

This event will enhance the engagement of African American culture throughout the community. The program will help bridge cultural gaps between different ethnic and cultural segments of the community and will create a more vibrant cultural arts scene by offering live performances, exhibits, speeches, vendors, and other culturally enriching activities, free of charge for the Milpitas Community. People will enjoy family time with neighbors and friends, experiencing live music and other performances and artistic and historical presentations. Community members of all ages will have opportunities to perform or exhibit art, and students will be able to gain community service hours. Everyone will gain an increased sense of community through shared experiences and cultural and historical awareness.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Introduce Ordinance 298.1, An Ordinance of The City Council of the City of Milpitas Amending the Milpitas Municipal Code Title XI (“Zoning, Planning and Annexation”), Chapter 10 (“Zoning”), Section 13 (“Special Uses”), Subsection 13.15 (“Cannabis Uses”) to Prohibit and Regulate Cannabis Uses, Establishments, and Operations to the Fullest Extent Allowed by State Law (Staff Contact: Michael Mutalipassi, City Attorney, 408-586-3040)
Category:	Public Hearings-Public Safety
Meeting Date:	2/20/2024
Recommendation:	Following the City Attorney’s reading aloud the title, move to waive the reading beyond the title and introduce Ordinance 298.1, which would amend Subsection XI-10-13.15 of the Milpitas Municipal Code consistently with Senate Bill 1186 by regulating the delivery of medicinal cannabis and cannabis products and otherwise preserve the City’s prohibition against commercial cannabis to the fullest extent allowed after this change in State law. Make findings of exemption from environmental review pursuant to CEQA Guidelines Sections 15061(b)(3), 15183, 15305, and 15378.

BACKGROUND:

To the fullest extent allowed by State law, Subsection XI-10-13.15 of the Milpitas Municipal Code (“MMC”) prohibits the establishment and operation of all commercial cannabis uses within the City, including delivery. Effective January 1, 2024, Senate Bill 1186 (“SB 1186”) now prohibits local governments from adopting or enforcing any regulation that prohibits or effectively prohibits the delivery of medicinal cannabis to qualifying patients or their primary caregivers. Consistent with SB 1186, this item would introduce an ordinance for first reading that would amend Subsection XI-10-13.15 to regulate the delivery of medicinal cannabis within the City’s jurisdiction and otherwise continue the City’s prohibition against the establishment and operation of commercial cannabis uses, including the prohibition against recreational cannabis delivery.

On November 7, 2023, the City Council deferred introduction of this ordinance and directed staff to bring the ordinance back for Council consideration in conjunction with a proposal to tighten enforcement on illegal cannabis distribution and delivery within Milpitas.

The City Attorney’s Office and Police Department, in consultation with other departments, have developed an education first and enforcement second approach to address illegal cannabis deliveries systemically over time. The proposed ordinance has also been clarified and strengthened to prohibit both unlawful deliveries as well as attempts or offers to deliver. The City can begin education, and if necessary enforcement, before any future unlawful delivery is complete. The State has also recently begun requiring cannabis delivery services to report deliveries by city, not just by county. The proposed ordinance has been modified to take advantage of this change in the law and use other reporting this ordinance requires to establish a rebuttable presumption of violations through required documentation, which will allow for more efficient enforcement if education is unavailing. Finally, besides the strictest penalties allowed by state law, the proposed ordinance confirms that prior violations by persistent bad actors can be used to prohibit, suspend, or condition delivery privileges.

The proposed amending ordinance with changes redlined is **Attachment A** hereto. Changes to the proposed ordinance after the November 7, 2023, meeting have been highlighted in blue in **Attachment B** hereto. The City's current ordinance, Ordinance 298, including the current text of Subsection XI-10-13.15 is **Attachment C** hereto. The text of Senate Bill 1186 with its changes to State law highlighted or otherwise notated is **Attachment D** hereto.

Overview of Enforcement Plan and Changes to Originally Proposed Ordinance

When this item last came before the Council on November 7, 2023, councilmembers expressed concern over the possibility of undetected illegal cannabis deliveries. Council directed staff to bring the proposed ordinance back for consideration together with recommendations to tighten enforcement on illegal cannabis activity.

Since then, staff has contacted the California Department of Cannabis Control ("DCC"), which maintains the track-and-trace program where cannabis delivery services log all deliveries throughout California. DCC disclosed that historically it has only required deliveries to be reported by county, not by city, and that there was consequently no way to confirm the extent of previous unlawful deliveries within Milpitas. DCC has now been prevailed upon and enacted new regulations that require cannabis delivery services to report deliveries by city, county, and zip code besides specifying if each delivery was to an adult-use customer, a medicinal cannabis patient, or a patient's primary caregiver. In conjunction with the record keeping, reporting, and registration required by the proposed ordinance, the City can use these required records to hold illegal delivery services accountable in the future. The proposed ordinance has been revised to make such reports prima facie evidence of any unlawful delivery evidenced therein.

Staff also contacted multiple cannabis businesses in nearby cities that are now advertising delivery within Milpitas after the passage and effective date of SB 1186. Each business that responded confirmed its willingness to deliver to Milpitas under the new State law.

If the City Council adopts the proposed ordinance, staff recommends an education first and enforcement second approach. Businesses advertising cannabis delivery services to Milpitas will be sent an educational letter from the Police Department outlining local law, including the requirement to register with the Milpitas Police Department. Businesses that fail to register with the Police Department or otherwise continue to unlawfully deliver will be subject to appropriate enforcement action, including administrative citations or civil penalties likely issued through Code Enforcement. These penalties have been set at the highest amount allowed by State law. While education is not mandatory prior to enforcement, this approach will help distinguish between persistent violators and those that are simply ignorant of local law. If approved by Council, staff will also work to educate the community at large through traditional and social media about SB 1186 and the City's adoption of reasonable regulations that maintain its prohibitions to the fullest extent allowed by State law. The proposed ordinance has also been clarified to prohibit attempted deliveries as well as advertising or otherwise offering to unlawfully deliver within the City's jurisdiction. If a new unregistered cannabis delivery service is identified through advertising or other means, it will be similarly sent an educational letter about the City's law. If the business continues to unlawfully deliver or offer to deliver within Milpitas, then appropriate enforcement action can be taken. Through a combination of education and enforcement, the City over time can bring cannabis delivery services into compliance with the law.

In addition, the proposed ordinance has been clarified to expressly state that violations of the City's current cannabis ordinance are not excused. These violations may be the basis for future enforcement actions. The Police Department can also deny, condition, or suspend a delivery service's ability to deliver even medicinal cannabis within the City on the basis of prior or future violations. In this way, persistent bad actors can be held fully accountable for any misconduct both under the current law and the proposed update to the ordinance.

Summary of Proposed Changes to Existing Ordinance in Light of Council Direction

Consistent with the change in law under SB 1186, the proposed amendments to Subsection XI-10-13.15 maintain the City's current ban on commercial cannabis activities to the fullest extent allowed by State law

while regulating the medicinal cannabis deliveries now permitted under SB 1186. As previously explained, the local regulations proposed in this ordinance include:

- Requiring all deliveries be made to a specifically and individually identified medicinal cannabis patient or their primary caregiver;
- Requiring delivery services to obtain written documentation required by State law showing that the individual ultimately receiving the cannabis or cannabis products is a qualifying medicinal cannabis patient;
- Requiring that all deliveries be to a fixed address of either the patient's residence or the primary business address for his or her primary caregiver;
- Requiring deliveries be made to and signed by a person 18 years of age or older;
- Requiring all deliveries be limited to medicinal cannabis or medicinal cannabis products and not include other items, such as accessories or promotional materials;
- Requiring all deliveries be made between the hours of 6 a.m. and 10 p.m. without disturbing the peace of the neighborhood, as recommended by the Milpitas Police Department;
- Requiring delivery services register with the Milpitas Police Department;
- Requiring delivery services to maintain their business license with the City and pay all applicable local taxes and fees for deliveries within the City's jurisdiction; and
- Requiring delivery services keep documentation for all deliveries and make such documentation available for inspection upon request to law enforcement officers.

Consistent with the City Council's November 7, 2023, direction to tighten enforcement against unlawful deliveries, the proposed ordinance has been strengthened, including with the following improvements:

- Clearly prohibiting both unlawful deliveries and attempts or offers to deliver;
- Creating a rebuttable presumption of violations from reports required by the State and the proposed local law to support efficient enforcement;
- Confirming that a cannabis delivery service's ability to deliver can be conditioned, suspended, or prohibited based upon both past and future violations;
- Creating a one year cooling off period before prohibited cannabis delivery services may re-register;
- Holding successor businesses responsible for past violations even after sale or reorganization; and
- Confirming that prior violations of the City's current ordinance may still be the basis for future enforcement action, including prohibition or suspension of a cannabis delivery service's registration under the proposed ordinance.

The City Attorney's Office and Police Department, in collaboration with other departments, have also developed the aforementioned education first and enforcement second model to guide enforcement under the proposed ordinance in a way that will help distinguish between knowing and unknowing violators. This will both address one systemic cause of prior violations and allow enforcement resources to be dedicated appropriately.

The proposed ordinance also allows the City Manager, in consultation with the Milpitas Police Department, to adopt further regulations to fulfill and implement the purposes of the ordinance related to delivery.

Finally, the proposed ordinance would allow the City to formally find and declare that its regulations are consistent with SB 1186 and do not prevent medicinal cannabis patients or their primary caregivers from obtaining medicinal cannabis in a timely and readily accessible manner and in the types and quantities that are sufficient to meet demand within the City's jurisdiction.

ANALYSIS:

This overview will be abbreviated as the City Council is well-advised of the developments in this area of the law and justification and need for an updated ordinance from the prior City Council meeting on November 7, 2023. Those prior materials and discussions are incorporated into the record by this reference.

Effective January 1, 2024, SB 1186 now prohibits local jurisdictions from adopting or enforcing any regulation that would directly or effectively prohibit the delivery of medicinal cannabis within a jurisdiction to a qualified patient or their primary caregiver. SB 1186 also prohibits regulations that would effectively prohibit those medicinal cannabis deliveries. Finally, SB 1186 lists five non-exclusive categories of regulation that could be prohibited if they have the effect of prohibiting the retail sale by delivery of medicinal cannabis to qualifying patients or their primary caregivers. (See generally Bus. & Prof. Code, § 26322.)

SB 1186 clearly states that it *shall not* “be construed to limit or otherwise affect the ability of a local jurisdiction to adopt or enforce any regulations on commercial cannabis operations other than retail sale by delivery of medicinal cannabis in the local jurisdiction.” (Bus. & Prof. Code, § 26322(c).) Even for retail delivery to patients and primary caregivers, SB 1186 clearly states that it *shall not* “be construed to prohibit the adoption or enforcement of reasonable regulations on retail sale by delivery of medicinal cannabis.” (Bus. & Prof. Code, § 26322(b).) Thus, SB 1186 curtails but does not eliminate the power of local jurisdictions to create reasonable regulations on the delivery of medicinal cannabis to qualified patients and primary caregivers.

SB 1186 does not change the authority of local jurisdictions to regulate or even prohibit the delivery of commercial, adult-use cannabis.

If a court were to find that the current Municipal Code directly or effectively prohibits the delivery of medicinal cannabis to qualifying patients and their primary caregivers within the City’s jurisdiction, then SB 1186 would allow delivery services to ignore any inconsistent sections and deliver medicinal cannabis within the City’s jurisdiction. Such deliveries may be presently occurring. Moreover, because Subsection XI-10-13.15 does not currently provide any regulations for delivery services, medicinal cannabis deliveries to qualifying patients and their caregivers can presently occur in any manner that is consistent with State law. Finally, SB 1186 authorizes patients, their primary caregivers, medicinal cannabis businesses, and the California Attorney General, among others, to bring a writ of mandate challenging any inconsistent ordinance and, if successful, obtain damages and costs of suit against the public entity.

POLICY ALTERNATIVE(S):

Alternative 1: Do Not Adopt an Ordinance Amendment

Pros: None, other than preservation of the status quo.

Cons: Exposes the City to the risk of suit and would allow the delivery of medicinal cannabis within the City’s jurisdiction without the benefit of local regulations and control.

Reason for Not Recommending: Irrespective of the merits of any potential lawsuit against the City under SB 1186, it would be beneficial for the City to take this opportunity to impose reasonable regulations on medicinal cannabis deliveries now permitted by State law and find and declare the consistency of its local regulations with that law.

Alternative 2: Impose Additional Regulations Upon Medicinal Cannabis Deliveries

Pros: Greater local control.

Cons: Increased enforcement resources and potential conflicts with State law.

Reason for Not Recommending: Greater regulation requires additional enforcement resources and costs to be effective. SB 1186 also circumscribes regulations that go too far and make medicinal cannabis not readily available in the types and quantities sufficient to meet demand within the City. SB 1186 calls out as potentially suspect regulations that effectively prohibit delivery by limiting the number of delivery services, their operating hours, the number or frequency of deliveries, the types or quantities of cannabis deliveries, or the establishment of physical premises within the jurisdiction.

Alternative 3: Study Regulatory Alternatives to the City's Current Ordinance

Pros: Explore alternative regulatory schemes to the current ban.

Cons: Significant additional staffing and cost shortly after recent study.

Reason for Not Recommending: In a process that culminated less than five years ago, the City undertook a two-year study of alternative cannabis regulations that resulted in the current ban after extensive public outreach and comment. While the City can always undertake further study and change its ordinance, the cost and need for additional staffing to undertake this study is not recommended at this time.

FISCAL IMPACT:

There is no cost to adopt the ordinance beyond incidental publication costs and staff time. There will, however, be minor costs associated with the enforcement of the amended ordinance. The City will expend law enforcement resources to register delivery services and to monitor the compliance of delivery services with any new regulations because the State only monitors and enforces compliance with State laws.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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 at most 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 non-land use regulations or 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)) 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.)

RECOMMENDATION:

Following the City Attorney's reading aloud the title, move to waive the reading beyond the title and introduce Ordinance 298.1, which would amend Subsection XI-10-13.15 of the Milpitas Municipal Code consistently with Senate Bill 1186 by regulating the delivery of medicinal cannabis and cannabis products and otherwise preserve the City's prohibition against commercial cannabis to the fullest extent allowed after this change in State law.

Make findings of exemption from environmental review pursuant to CEQA Guidelines Sections 15061(b)(3), 15183, 15305, and 15378.

ATTACHMENT(S):

- (a) [Proposed] Ordinance 298.1, an Ordinance of the City Council of the City of Milpitas Amending Subsection 13.15 ("Cannabis Uses") of Section 13 ("Special Uses") of Chapter 10 ("Zoning") of Title XI ("Zoning, Planning and Annexation") of the Milpitas Municipal Code
- (b) Redlined [Proposed] Ordinance 298.1, highlighting changes from November 7, 2023
- (c) Milpitas City Council Ordinance 298 (2019)
- (d) 2022 Cal. Legis. Serv. Ch. 395 (S.B. 1186) (WEST)

REGULAR

NUMBER: 298.1

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING THE MILPITAS MUNICIPAL CODE TITLE XI ("ZONING, PLANNING AND ANNEXATION"), CHAPTER 10 ("ZONING"), SECTION 13 ("SPECIAL USES"), SUBSECTION 13.15 ("CANNABIS USES") RELATING TO THE PROHIBITION AND REGULATION OF CANNABIS USES, ESTABLISHMENTS, AND OPERATIONS TO THE FULLEST EXTENT ALLOWED BY STATE LAW, AND MAKING FINDINGS OF EXEMPTION FROM ENVIRONMENTAL REVIEW PURSUANT TO CEQA GUIDELINES SECTIONS 15061(b)(3), 15183, 15305, 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, in November 2016, California voters passed Proposition 64, the “Control, Regulate and Tax Adult Use of Marijuana Act” (“Proposition 64” or the “Adult Use of Marijuana Act” or “AUMA”), which beginning January 1, 2017, legalized and regulated commercial cannabis for adult-use and medicinal-use; and

WHEREAS, in June 2017, the California Legislature passed a budget trailer bill, Senate Bill 94, the “Medicinal and Adult Use Cannabis Regulation and Safety Act” (“MAUCRSA”), which integrated prior laws with Proposition 64 to create a unified regulatory framework and system of business licensing at the State level for both adult-use and medicinal-use cannabis; and

WHEREAS, both MAUCRSA and Proposition 64 expressly recognize, preserve, and do not supersede or limit the authority of local jurisdictions to adopt and enforce ordinances that regulate cannabis businesses licensed at the State level, including by completely prohibiting the establishment or operation of one or more types of businesses licensed under MAUCRSA (Business & Professions Code, § 26200); and

WHEREAS, on January 17, 2017, the City Council adopted Urgency Ordinance No. 291 pursuant to Government Code Section 65858, establishing a forty-five (45) day moratorium on all cannabis uses to the extent allowed by law in light of the passage of Proposition 64; and

WHEREAS, on February 21, 2017, the City Council adopted Urgency Ordinance No. 291.1 pursuant to Government Code Section 65858, extending the moratorium on all cannabis uses for a period of 10 months and 15 days; and

WHEREAS, on January 16, 2018, the City Council adopted Urgency Ordinance No. 291.2 pursuant to Government Code Section 65858, extending the moratorium for an additional 12-month period for the full two years authorized under State law, to allow the City to complete its study of potential cannabis regulations; and

WHEREAS, during the time of that moratorium, the City Council established a Cannabis Subcommittee and in coordination with City staff conducted an extensive study of potential options for local cannabis regulations, including numerous meetings and substantial community outreach, polling, surveys, and analysis that the City Council again takes notice of now; and

WHEREAS, from that study and having fully considered the issues and potentials for regulation, the City Council duly passed by unanimous vote Ordinance No. 298 and enacted the currently operative version of Subsection XI-10-13.15 of the Milpitas Municipal Code, which to the fullest extent allowed by State law regulates cannabis cultivation for personal use and prohibits all commercial cannabis uses within the City’s jurisdiction, including cannabis delivery; and

WHEREAS, in September 2022, the California Legislature passed Senate Bill 1186 (“SB 1186”), which enacted the “Medicinal Cannabis Patients’ Right of Access Act” (“MCPRAA”) and, among other things, amended Business and Professions Code section 26200 to make the provisions of MCPRAA an exception to the broad reservation of local regulatory authority in subsections (a)(1) and (a)(2) of Section 26200; and

WHEREAS, MCPRAA prohibits local jurisdictions from adopting or enforcing any regulation that directly or effectively prohibits the retail sale by delivery of medicinal cannabis or medicinal cannabis products to medicinal cannabis patients or their primary caregivers in a timely and readily accessible

manner and in the types and quantities that are sufficient to meet the demand for medicinal cannabis patients within the local jurisdiction; and

WHEREAS, the City of Milpitas has a vested and legitimate interest in protecting the public health, safety, and welfare by adopting reasonable regulations, including prohibitions, on the retail sale and personal cultivation of commercial cannabis whether for medicinal or non-medicinal use; and

WHEREAS, the City of Milpitas has a vested and legitimate interest in regulating the delivery of medicinal cannabis to ensure such deliveries are conducted in a lawful and reasonable manner that affirmatively protects the health, safety, and welfare of the community and the peace, quiet, and enjoyment of all persons, including by prohibiting the delivery of anything other than the medicinal cannabis and medicinal cannabis products to the minimum extent now required by State law ; and

WHEREAS, if required to allow the delivery of medicinal cannabis and medicinal cannabis products, the City of Milpitas has a vested and legitimate interest in ensuring that such deliveries actually reach qualifying patients and do not fall into the hands of others, including minors; and

WHEREAS, the City of Milpitas has the lawful right to act upon the needs and wishes of the Milpitas community, including as expressed during the extensive surveys, polls, meetings, and public comment that led to the City's enactment of Subsection XI-10-13.15; and

WHEREAS, the City Council reaffirms and finds still true the study, consideration, deliberation, and discussions that formed the basis for the City's enactment of Ordinance No. 298; and

WHEREAS, the City Council finds and declares based upon a full consideration of all the facts before it that there exists and foreseeably will continue to exist a more than sufficient supply of medicinal cannabis and medicinal cannabis products capable of timely and readily accessible delivery from locations outside of the City's jurisdiction in the types and quantities meeting the demand by medicinal cannabis patients within the City's jurisdiction; and

WHEREAS, the City Council finds and declares based upon a full consideration of all the facts before it that there exist more than sufficient opportunities for the establishment of additional cannabis operations outside of the City's jurisdiction to meet any future increase in demand; and

WHEREAS, the City Council finds and declares that it's local regulatory scheme, as herein amended, is consistent with SB 1186 and will not prevent medicinal cannabis patients or their primary caregivers from obtaining medicinal cannabis in a timely and readily accessible manner in the types and quantities that are sufficient to meet demand within the City's jurisdiction; and

WHEREAS, all legal prerequisites to the adoption of this ordinance have been met.

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 (“ZONING, PLANNING AND ANNEXATION”), CHAPTER 10 (“ZONING”), SECTION 13 (“SPECIAL USES”), SUBSECTION 13.15 (“CANNABIS USES”)

Title XI, Chapter 10, Section 13, Subsection 13.15 of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-13.15 Cannabis Uses

- A. Purpose. The purpose of this Subsection is to prohibit to the fullest extent allowed by State Law the establishment and operation of all commercial cannabis uses within the City of Milpitas, including all cannabis dispensaries, cannabis retailers, cannabis manufacturers, cannabis microbusinesses, cannabis testing laboratories, cannabis distribution, cannabis cultivation, and delivery of cannabis. It is also the intent of this Subsection to regulate indoor cannabis cultivation, and to prohibit all outdoor cultivation, for personal use, including by qualified patients and primary caregivers. It is also the intent of this Subsection to entirely prohibit the delivery of non-medical cannabis and only allow the delivery of medicinal cannabis directly to medicinal cannabis patients or their primary caregivers to the minimum extent required by State law, subject to all laws and the additional regulations adopted here.
- B. Finding and Declaration. The City finds and declares that this local regulatory scheme will not prevent medicinal cannabis patients or their primary caregivers from obtaining medicinal cannabis in a timely and readily accessible manner and in types and quantities that are sufficient to meet demand within the City’s jurisdiction.
- ~~B.C.~~ C. Definitions. For purposes of this Subsection, the following definitions shall apply:
1. “Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from marijuana. “Cannabis” includes “cannabis” as defined in Business and Professions Code, Section 26001 and in Section 11018 of the Health and Safety Code.
 2. “Cannabis cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.
 3. “Cannabis delivery” means the commercial transfer of cannabis or cannabis products to a customer. “Cannabis delivery” also includes the use by a cannabis retailer of any technology platform that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of cannabis or cannabis products. Whether made directly by the individual or entity or indirectly through a third-party service or other intermediary, an offer to deliver includes any communication, action, or conduct that could be reasonably understood to convey a willingness to engage in cannabis delivery irrespective of the person or entity’s actual or specific intent and includes advertisements, websites, or other media making the same suggestion.
 - ~~3.4.~~ “Cannabis delivery service” or “delivery service” means any person or entity engaged in cannabis delivery or attempting or offering to engage in cannabis delivery.

- 4.5. “Cannabis distribution” means the procurement, sale, and transport of cannabis and cannabis products and any other activity allowed under the State distributor license(s), including, but not limited to, cannabis storage, quality control and collection of State cannabis taxes.
- 5.6. “Cannabis manufacture” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product. Cannabis manufacture includes the production, preparation, propagation, or compounding of manufactured cannabis, or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages medical cannabis or cannabis products or labels or relabels its container.
- 6.7. “Cannabis microbusiness” means a commercial cannabis business that must engage in at least three of the following commercial cannabis activities: cultivation, manufacturing using nonvolatile solvents, distribution, and/or retail.
- 7.8. “Cannabis products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients. Cannabis products include “cannabis products” as defined in Business and Professions Code, Section 26001.
- 8.9. “Cannabis retailer” means a facility where cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers cannabis and cannabis products as part of a retail sale or conducts sales exclusively by delivery. The term “cannabis retailer” includes any nonprofits that may be licensed under Business and Professions Code, Section 26070.5. For purposes of this Chapter, “cannabis retailer” also includes medical cannabis dispensaries, patient collectives and cooperatives operating, or proposing to operate, pursuant to the Compassionate Use Act (Health and Safety Code, § 11362.5) and/or the Medical Marijuana Program (Health and Safety Code, § 11362.7 et seq.), as may be amended.
10. “Cannabis testing laboratory” means a facility, entity, or site in the State that offers or performs tests of cannabis or cannabis products.
11. “Chief of Police” means the Chief of Police of the City of Milpitas or his or her designee.
12. “City Attorney” means the City Attorney of the City of Milpitas or his or her designee.
13. “City Clerk” means the City Clerk of the City of Milpitas or his or her designee.
- 9.14. “City Manager” means the City Manager of the City of Milpitas or his or her designee.
15. “Commercial cannabis use” includes all cannabis cultivation, cannabis manufacture, cannabis distribution, cannabis testing laboratories, cannabis microbusinesses, cannabis retailers, cannabis delivery, and sale of cannabis and/or cannabis products, whether intended for medical or adult-use, and whether or not such activities are carried out for profit. Commercial cannabis uses includes “commercial cannabis activity” as defined in Business and Professions Code, Section 26001, and includes any activity that requires, or may require in the future, a license from a State licensing authority pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Business and Professions Code, Division 10), as may be amended. Commercial cannabis use does not include those activities allowed for personal use by persons 21 years of age or older, without any compensation whatsoever, in strict accordance with Health and Safety Code, Section 11362.1 and does not include the activities of a qualified patient or a primary

caregiver that are exempt from State licensure pursuant to Business and Professions Code, Section 26033.

~~10-16.~~ “Enforcement Authority” means the Chief of Police, the City Attorney, or any other person or persons designated by the Milpitas Municipal Code or the City Manager to enforce this Subsection.

~~11-17.~~ “Indoor” means any location that is totally contained within a fully enclosed and secure private residence or accessory building located on the grounds of the private residence.

~~18.~~ “Medicinal cannabis” or “medicinal cannabis products” shall have the same meaning as the definition set forth in Business and Professions Code, Section 26001.

~~19.~~ “Medicinal cannabis patient” means any one of the following:

a. A “qualified patient,” as defined in Health and Safety Code, Section 11362.7, who possesses a currently valid physician’s recommendation that complies with both Article 25 (commencing with Section 2525) of Chapter 5 of Division 2 of the Business and Professions Code as well as all rules, regulations, and guidelines adopted by the Medical Board of California.

b. A “person with an identification card,” as defined in Section 11362.7 of the Health and Safety Code, who possesses a currently valid identification card issued in compliance with Article 2.5 (commencing with Section 11362.7) of Chapter 6 of Division 10 of the Health and Safety Code.

~~20.~~ “Non-medicinal cannabis” or “non-medicinal cannabis products” shall mean cannabis or cannabis products, respectively, that does not qualify as medicinal cannabis, including commercial cannabis intended to be sold for non-medicinal use by an adult 21 years of age or older pursuant to State law.

~~21.~~ “Outdoor” means any location that is not totally contained within a fully enclosed and secure accessory building or primary residence.

~~12-22.~~ “Personal cultivation” means cannabis cultivation for a natural person's own personal use and possession in accordance with this Code and state law, including but not limited to Health and Safety Code Sections 11362.1 and 11362.2, as may be amended, and such person does not sell or distribute cannabis to any other person. “Personal use” also means and includes cultivation of medical cannabis conducted by a qualified patient exclusively for his or her personal medical use, and cultivation conducted by a primary caregiver for the personal medical purposes of no more than five specified qualified patients for whom he or she is the primary caregiver, in accordance with state law, including Health and Safety Code Sections 11362.7 and 11362.765, as may be amended. Except as herein defined, personal cultivation does not include, and shall not authorize, any cultivation conducted as part of a business or commercial activity, including cultivation for compensation or retail or wholesale sales of cannabis.

~~13-23.~~ “Primary caregiver” means the primary caregiver for a medicinal cannabis patient and shall have the same meaning as the definition set forth in Health and Safety Code, Section 11362.7.

~~14-24.~~ “Private residence” means a house, an apartment unit, accessory dwelling unit, a mobile home, or other similar dwelling occupied for residential purposes.

C.—

~~D. "Outdoor" means any location that is not totally contained within a fully enclosed and secure accessory building or primary residence.~~

~~E.D.~~ E.D. Personal Cultivation of Cannabis.

1. Indoor Personal Cultivation. The indoor personal cultivation of cannabis is prohibited except in compliance with the following:
 - a. Cannabis cultivation shall only occur indoors at a private residence, or inside an accessory structure located upon the grounds of a private residence.
 - b. Cannabis cultivation shall be limited to six plants total per residence, whether immature or mature, regardless of how many residents reside at the private residence.
 - c. Persons engaging in indoor cultivation must comply with all State and local laws regarding fire safety, water use, electrical wiring, buildings, and indoor cultivation, and with Health and Safety Code Sections 11362.1 and 11362.2.
 - d. The use of gas products (CO2, butane, propane, natural gas, etc.) or generators for cultivation of cannabis is prohibited. Use of gas products shall be limited to those allowed by the ~~California~~ Building, Electrical, and Fire Codes as adopted and amended by the City of Milpitas.
 - e. The residence shall maintain fully functional and usable kitchen, bathroom, and bedroom areas for their intended use by the resident(s), and the premises shall not be used primarily or exclusively for cannabis cultivation.
 - f. All areas used for cannabis cultivation shall be located within a fully enclosed and secure structure. "Fully enclosed and secure structure" means a space within a building, greenhouse or other legal structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is secure against unauthorized entry, provides complete visual screening, and which is accessible only through one or more lockable doors and inaccessible to minors.
2. Outdoor Personal Cultivation Prohibited. Outdoor personal cultivation of cannabis is prohibited in all zoning districts in the City of Milpitas.

~~F.E.~~ F.E. Commercial Cannabis Uses.

1. Commercial Cannabis Uses Prohibited. All medical and adult-use commercial cannabis uses as defined herein are prohibited from establishing or operating within the City of Milpitas. No use permit, variance, building permit, or any other entitlement or permit, whether administrative or discretionary, shall be approved or issued for the establishment or operation of a commercial cannabis use in any zoning district, and no person shall otherwise establish such businesses or operations in any zoning district.

~~G.F.~~ G.F. Cannabis Deliveries.

1. Deliveries Generally Prohibited. To the fullest extent allowed by State law~~Except as set forth in Subsection XI-10-13.15(F)(2),~~ the ban on commercial cannabis uses also prohibits the operation of a cannabis delivery service to customers in the City of Milpitas, including those deliveries originating from a physical location outside of the City. A cannabis delivery service may not deliver, attempt to deliver, or offer to deliver cannabis or cannabis products in violation of this Subsection. Nothing in this Subsection is intended to, nor shall it be construed to, permit and/or legalize any delivery operation, use, and/or activity that is otherwise prohibited under this Subsection and/or any other law. Rather, this Subsection is intended to

prohibit the delivery of commercial cannabis to the fullest extent allowed by state law, including by entirely prohibiting the delivery of non-medicinal cannabis.

2. Direct Deliveries to Medicinal Cannabis Patients or Primary Caregivers Excepted. The direct delivery of medicinal cannabis to a specifically identified medicinal cannabis patient or the primary caregiver for a specifically identified medicinal cannabis patient within the City's jurisdictional limits from a location outside the City's jurisdictional limits is not prohibited by this Subsection only if such deliveries fully comply with each and every one of the following operating conditions:

a. All deliveries must be made directly to a specifically identified medicinal cannabis patient or the primary caregiver for a specifically identified medicinal cannabis patient by a duly licensed cannabis delivery service. Prior to delivery, the delivery service must obtain a copy of written documentation for the identified medicinal cannabis patient proving the patient possess a physician's recommendation for medicinal cannabis that is valid at the time of delivery.

i. For deliveries to a medicinal cannabis patient, that written documentation must include either a currently valid copy of a physician's recommendation that complies with Article 25 (commencing with Section 2525) of Chapter 5 of Division 2 of the Business and Professions Code or a currently valid identification card issued in compliance with Article 2.5 (commencing with Section 11362.7) of Chapter 6 of Division 10 of the Health and Safety Code.

ii. For deliveries to a primary caregiver for a medicinal cannabis patient, that written documentation must include either a currently valid identification card for the identified patient issued to the primary caregiver in compliance with Article 2.5 (commencing with Section 11362.7) of Chapter 6 of Division 10 of the Health and Safety Code or both a currently valid copy of a physician's recommendation that complies with Article 25 (commencing with Section 2525) of Chapter 5 of Division 2 of the Business and Professions Code and proof that primary caregiver has consistently assumed responsibility for the housing, health, or safety of the identified patient.

iii. Written documentation received by a delivery service for this purpose shall be maintained confidentially and only disclosed in compliance with all applicable laws.

b. All deliveries must be to a fixed address for a specifically identified medicinal cannabis patient.

i. For deliveries to a medicinal cannabis patient, that fixed address must be the patient's private residence.

ii. For deliveries to a primary caregiver for a medicinal cannabis patient, that fixed address must be the primary caregiver's primary business address.

iii. Deliveries cannot be to a post office box, any other form of mail, package, or parcel pickup location or locker, or to a mail, package, or parcel receiving agency or business.

iv. Delivery must be to a person 18 years of age or older. The delivery service must record the name of the person receiving the delivery.

- v. Upon delivery, and prior to completing delivery, the delivery must be signed for by the identified medicinal cannabis patient or the primary caregiver for the identified medicinal cannabis patient.
 - c. All deliveries must occur between the hours of 6:00 a.m. Pacific Time and 10:00 p.m. Pacific Time. Deliveries may not occur in a manner that would tend to disturb the peace, quiet, and/or enjoyment of a reasonable person of normal sensitivity residing nearby.
 - d. The cannabis delivery service must maintain a log or other record stating the date, time, quantities, and products for each delivery as well as the name of the identified medicinal cannabis patient and the name of any primary caregiver for the delivery.
 - e. The cannabis delivery service must retain for a period of at least two years copies of all records, documentation, signatures, permits, and licenses required by this Subsection and present them to a law enforcement officer upon demand.
 - f. The cannabis delivery service must fully comply with all applicable laws, including this Subsection and Division 10 of the Business and Professions Code, all rules and regulations promulgated by the Department of Cannabis Control, including in Title 4, Division 19 of the California Code of Regulations, and all guidelines, procedures, and regulations promulgated pursuant to this Subsection by the City Manager and/or his or her designee.
 - a.g. Deliveries of medicinal cannabis may not include anything other than medicinal cannabis and medicinal cannabis products. Specifically, deliveries of medicinal cannabis may not include delivery of cannabis accessories or promotional materials, as defined by Section 15000 of Title 4, Division 19, Chapter 1, Article 1 of the California Code of Regulations, or branded merchandise of any kind.
3. Business Tax and License. A cannabis delivery service must obtain a business tax license from the City pursuant to Title III, Chapter 1 of this Code prior to commencing any delivery service within the City's jurisdiction or offering or attempting to deliver within the City's jurisdiction, even if delivering from a physical location outside of the City. A cannabis delivery service must pay all state and local taxes or fees for delivery services occurring within the City's jurisdiction, including taxes or fees imposed by or owed to the City.
 4. Registration. A cannabis delivery service must register with the Milpitas Police Department in a form acceptable to the Chief of Police prior to commencing any delivery service within the City's jurisdiction or offering or attempting to deliver within the City's jurisdiction, even if delivering from a physical location outside of the City. That registration must be signed by the registrant averring the truth and accuracy of the information contained therein and include all of the following information:
 - a. The name, address, and telephone number of the registrant and the delivery service. If the registrant or the delivery service has done business under any other name, including a fictitious name, the registrant must provide each name and all dates and jurisdictions of use.
 - b. The name, address, and telephone number of the person(s) who will manage and operate the delivery service.
 - c. The name, address, and telephone number for the person(s) authorized to accept service of process and legal notices for the delivery service.
 - d. The business name, license number, license type, license designation, license status, and expiration date for any applicable license issued by the Department of Cannabis Control.

e. Any other information required by the Chief of Police.

The delivery service must update its registration annually and within 72 hours of any change to the information contained in its registration or its cessation or suspension of medicinal cannabis delivery services within the City's jurisdiction. Registration may be conditioned, suspended, refused, or revoked under the procedure specified in Subsection XI-10-13.15(F)(7). A cannabis delivery service may not re-register, and no registration will be accepted, within one (1) year after its registration is revoked. Where a cannabis delivery service is sold, transferred, merged, acquired, or any person or entity otherwise succeeds in whole or in part to any of the assets, liabilities, facilities, employees, managers, or officers of a cannabis delivery service, the registration of the successor business may be condition, suspended, refused, or revoked upon the same or similar terms as the previous business as the interests of justice require.

5. Administrative and Criminal Violations. In addition to all other remedies and actions allowed by law, any violation of this Subsection may be enforced by administrative citation, pursuant to Title I, Chapter 21 of this Code, or criminal prosecution, pursuant to Section I-1-4.09 of this Code. At the Enforcement Authority's sole discretion, violations of this Subsection may be charged as a misdemeanor, punished by a fine not to exceed the sum of five hundred dollars (\$500) or by imprisonment in the County Jail not to exceed six (6) months or by both such fine and imprisonment, or an infraction, punished by a fine not exceeding one hundred dollars (\$100) for a first violation, a fine not exceeding two hundred dollars (\$200) for a second violation within one year, or a fine not exceeding five hundred dollars (\$500) for each additional violation within one year. Each day such a violation continues shall be a new and separate violation.
6. Rebuttable Presumption. If a cannabis delivery service reports or otherwise discloses to a state, local, or federal governmental entity that it has delivered cannabis or cannabis products, whether for taxation, licensing, tracking, or other purposes, that report or disclosure shall create a rebuttable presumption for the facts and circumstances of each delivery referenced, including a prima facie case for any violation of this Subsection evidenced thereby.
7. Suspension or Prohibition. In addition to all other remedies and actions allowed by law, the Enforcement Authority may immediately suspend, revoke, or otherwise prohibit or condition any delivery service from delivering medicinal cannabis within the City's jurisdictions, or impose additional terms and conditions upon that delivery service, if it fails or has failed to fully comply with all laws, including this Subsection, fails or has failed to register with the Milpitas Police Department prior to delivering, attempting to deliver, or offering to deliver within the City's jurisdiction, fails or has failed to maintain its business license, or fails or has failed to remit any applicable state or local taxes or fees for delivery services occurring with the City's jurisdiction. Pursuant to Title I, Chapter 20, Section 2 of this Code, notice of this suspension, revocation, or imposition of additional terms and conditions may be served by mail to the address provided in the delivery service's registration or, if there is no current registration, any other address listed for the delivery service. Within fifteen (15) calendar days of that mailing, the delivery service may appeal that determination to a hearing officer appointed by the City Manager pursuant to the procedure provide in Title I, Chapter 20, Section 3 of this Code by filing with the City Clerk a written notice of appeal containing all factual and legal grounds for the appeals as well as all records or other evidence supporting that appeal. Within twelve (12) calendar days of being mailed notice of the hearing officer's decision pursuant to the same notice procedure, the delivery service may appeal the hearing officer's decision to the City Council pursuant to the procedure provided in Title I, Chapter 20, Section 5 of this Code.

8. Transportation Through City. This section shall not be construed to prohibit use of the public roads to pass through the City's jurisdiction without making a delivery within the City's jurisdiction pursuant to Business and Professions Code, Section 26090 or those activities allowed by Section 26054, subdivisions (c) ~~or~~, (d), or (e).

2.9. Implementing Regulations. The City Manager, or his or her designee, with due consultation with the Chief of Police, shall have the authority to adopt all necessary guidelines, procedures, and regulations to implement the requirements and fulfill the policies and purposes of this Subsection related to the delivery of medicinal cannabis.

H.G. Public Nuisance; Effect of State Law.

1. It is hereby declared to be a public nuisance for any person owning, leasing, occupying, or having charge or possession of any real property in the City to cause or allow such real property to be used for a commercial cannabis use or for the cultivation of cannabis except in strict compliance with this Chapter. Any condition caused or permitted to exist in violation of any of the provisions of this Chapter may be abated as a public nuisance as provided in this Code and/or under State law.
2. In the event of any conflict between the penalties enumerated under this Code and any penalties set forth in State law, the maximum penalties allowable under State law shall govern. The City Attorney or prosecuting attorney has the authority to declare and prosecute the violation as the maximum penalty permitted by State law, including but not limited to, those penalties prescribed by ~~California~~ Health & Safety Code, Section 11362.4. To the extent certain conduct is immune from arrest and criminal liability pursuant to State law, including the Compassionate Use Act of 1996 (Health and Safety Code Section 11362.5) or the Medical Marijuana Program (Health and Safety Code Section 11362.7 et seq.), criminal penalties shall not apply.

SECTION 3. CONSISTENCY AND ENFORCEABILITY OF PRIOR LAW

Repeal or amendment of any provision of the Milpitas Municipal Code herein does not affect any penalty, forfeiture, or liability incurred before this ordinance's effective date or preclude prosecution and imposition of penalties for any violation occurring before this ordinance's effective date. Any such repealed or amended part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this ordinance.

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 non-land use regulations or 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)) 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.

REGULAR

NUMBER: 298.1

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING THE MILPITAS MUNICIPAL CODE TITLE XI ("ZONING, PLANNING AND ANNEXATION"), CHAPTER 10 ("ZONING"), SECTION 13 ("SPECIAL USES"), SUBSECTION 13.15 ("CANNABIS USES") RELATING TO THE PROHIBITION AND REGULATION OF CANNABIS USES, ESTABLISHMENTS, AND OPERATIONS TO THE FULLEST EXTENT ALLOWED BY STATE LAW, AND MAKING FINDINGS OF EXEMPTION FROM ENVIRONMENTAL REVIEW PURSUANT TO CEQA GUIDELINES SECTIONS 15061(b)(3), 15183, 15305, 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, in November 2016, California voters passed Proposition 64, the “Control, Regulate and Tax Adult Use of Marijuana Act” (“Proposition 64” or the “Adult Use of Marijuana Act” or “AUMA”), which beginning January 1, 2017, legalized and regulated commercial cannabis for adult-use and medicinal-use; and

WHEREAS, in June 2017, the California Legislature passed a budget trailer bill, Senate Bill 94, the “Medicinal and Adult Use Cannabis Regulation and Safety Act” (“MAUCRSA”), which integrated prior laws with Proposition 64 to create a unified regulatory framework and system of business licensing at the State level for both adult-use and medicinal-use cannabis; and

WHEREAS, both MAUCRSA and Proposition 64 expressly recognize, preserve, and do not supersede or limit the authority of local jurisdictions to adopt and enforce ordinances that regulate cannabis businesses licensed at the State level, including by completely prohibiting the establishment or operation of one or more types of businesses licensed under MAUCRSA (Business & Professions Code, § 26200); and

WHEREAS, on January 17, 2017, the City Council adopted Urgency Ordinance No. 291 pursuant to Government Code Section 65858, establishing a forty-five (45) day moratorium on all cannabis uses to the extent allowed by law in light of the passage of Proposition 64; and

WHEREAS, on February 21, 2017, the City Council adopted Urgency Ordinance No. 291.1 pursuant to Government Code Section 65858, extending the moratorium on all cannabis uses for a period of 10 months and 15 days; and

WHEREAS, on January 16, 2018, the City Council adopted Urgency Ordinance No. 291.2 pursuant to Government Code Section 65858, extending the moratorium for an additional 12-month period for the full two years authorized under State law, to allow the City to complete its study of potential cannabis regulations; and

WHEREAS, during the time of that moratorium, the City Council established a Cannabis Subcommittee and in coordination with City staff conducted an extensive study of potential options for local cannabis regulations, including numerous meetings and substantial community outreach, polling, surveys, and analysis that the City Council again takes notice of now; and

WHEREAS, from that study and having fully considered the issues and potentials for regulation, the City Council duly passed by unanimous vote Ordinance No. 298 and enacted the currently operative version of Subsection XI-10-13.15 of the Milpitas Municipal Code, which to the fullest extent allowed by State law regulates cannabis cultivation for personal use and prohibits all commercial cannabis uses within the City’s jurisdiction, including cannabis delivery; and

WHEREAS, in September 2022, the California Legislature passed Senate Bill 1186 (“SB 1186”), which enacted the “Medicinal Cannabis Patients’ Right of Access Act” (“MCPRAA”) and, among other things, amended Business and Professions Code section 26200 to make the provisions of MCPRAA an exception to the broad reservation of local regulatory authority in subsections (a)(1) and (a)(2) of Section 26200; and

WHEREAS, MCPRAA prohibits local jurisdictions from adopting or enforcing any regulation that directly or effectively prohibits the retail sale by delivery of medicinal cannabis or medicinal cannabis products to medicinal cannabis patients or their primary caregivers in a timely and readily accessible

manner and in the types and quantities that are sufficient to meet the demand for medicinal cannabis patients within the local jurisdiction; and

WHEREAS, the City of Milpitas has a vested and legitimate interest in protecting the public health, safety, and welfare by adopting reasonable regulations, including prohibitions, on the retail sale and personal cultivation of commercial cannabis whether for medicinal or non-medicinal use; and

WHEREAS, the City of Milpitas has a vested and legitimate interest in regulating the delivery of medicinal cannabis to ensure such deliveries are conducted in a lawful and reasonable manner that affirmatively protects the health, safety, and welfare of the community and the peace, quiet, and enjoyment of all persons, including by prohibiting the delivery of anything other than the medicinal cannabis and medicinal cannabis products to the minimum extent now required by State law ; and

WHEREAS, if required to allow the delivery of medicinal cannabis and medicinal cannabis products, the City of Milpitas has a vested and legitimate interest in ensuring that such deliveries actually reach qualifying patients and do not fall into the hands of others, including minors; and

WHEREAS, the City of Milpitas has the lawful right to act upon the needs and wishes of the Milpitas community, including as expressed during the extensive surveys, polls, meetings, and public comment that led to the City's enactment of Subsection XI-10-13.15; and

WHEREAS, the City Council reaffirms and finds still true the study, consideration, deliberation, and discussions that formed the basis for the City's enactment of Ordinance No. 298; and

WHEREAS, the City Council finds and declares based upon a full consideration of all the facts before it that there exists and foreseeably will continue to exist a more than sufficient supply of medicinal cannabis and medicinal cannabis products capable of timely and readily accessible delivery from locations outside of the City's jurisdiction in the types and quantities meeting the demand by medicinal cannabis patients within the City's jurisdiction; and

WHEREAS, the City Council finds and declares based upon a full consideration of all the facts before it that there exist more than sufficient opportunities for the establishment of additional cannabis operations outside of the City's jurisdiction to meet any future increase in demand; and

WHEREAS, the City Council finds and declares that it's local regulatory scheme, as herein amended, is consistent with SB 1186 and will not prevent medicinal cannabis patients or their primary caregivers from obtaining medicinal cannabis in a timely and readily accessible manner in the types and quantities that are sufficient to meet demand within the City's jurisdiction; and

WHEREAS, all legal prerequisites to the adoption of this ordinance have been met.

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 (“ZONING, PLANNING AND ANNEXATION”), CHAPTER 10 (“ZONING”), SECTION 13 (“SPECIAL USES”), SUBSECTION 13.15 (“CANNABIS USES”)

Title XI, Chapter 10, Section 13, Subsection 13.15 of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-13.15 Cannabis Uses

- A. Purpose. The purpose of this Subsection is to prohibit to the fullest extent allowed by State Law the establishment and operation of all commercial cannabis uses within the City of Milpitas, including all cannabis dispensaries, cannabis retailers, cannabis manufacturers, cannabis microbusinesses, cannabis testing laboratories, cannabis distribution, cannabis cultivation, and delivery of cannabis. It is also the intent of this Subsection to regulate indoor cannabis cultivation, and to prohibit all outdoor cultivation, for personal use, including by qualified patients and primary caregivers. It is also the intent of this Subsection to entirely prohibit the delivery of non-medical cannabis and only allow the delivery of medicinal cannabis directly to medicinal cannabis patients or their primary caregivers to the minimum extent required by State law, subject to all laws and the additional regulations adopted here.
- B. Finding and Declaration. The City finds and declares that this local regulatory scheme will not prevent medicinal cannabis patients or their primary caregivers from obtaining medicinal cannabis in a timely and readily accessible manner and in types and quantities that are sufficient to meet demand within the City’s jurisdiction.
- ~~B.C.~~ C. Definitions. For purposes of this Subsection, the following definitions shall apply:
1. “Cannabis” means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from marijuana. “Cannabis” includes “cannabis” as defined in Business and Professions Code, Section 26001 and in Section 11018 of the Health and Safety Code.
 2. “Cannabis cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.
 3. “Cannabis delivery” means the commercial transfer of cannabis or cannabis products to a customer. “Cannabis delivery” also includes the use by a cannabis retailer of any technology platform that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of cannabis or cannabis products. Whether made directly by the individual or entity or indirectly through a third-party service or intermediary, an offer to deliver cannabis or cannabis products includes any communication, action, or conduct that could be reasonably understood to convey a willingness to engage in cannabis delivery irrespective of the person or entity’s actual or specific intent and includes advertisements, websites, or other media making the same suggestion.
 - 3.4. “Cannabis delivery service” or “delivery service” means any person or entity engaged in cannabis delivery or attempting or offering to engage in cannabis delivery.

- 4.5. “Cannabis distribution” means the procurement, sale, and transport of cannabis and cannabis products and any other activity allowed under the State distributor license(s), including, but not limited to, cannabis storage, quality control and collection of State cannabis taxes.
- 5.6. “Cannabis manufacture” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product. Cannabis manufacture includes the production, preparation, propagation, or compounding of manufactured cannabis, or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages medical cannabis or cannabis products or labels or relabels its container.
- 6.7. “Cannabis microbusiness” means a commercial cannabis business that must engage in at least three of the following commercial cannabis activities: cultivation, manufacturing using nonvolatile solvents, distribution, and/or retail.
- 7.8. “Cannabis products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients. Cannabis products include “cannabis products” as defined in Business and Professions Code, Section 26001.
- 8.9. “Cannabis retailer” means a facility where cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers cannabis and cannabis products as part of a retail sale or conducts sales exclusively by delivery. The term "cannabis retailer" includes any nonprofits that may be licensed under Business and Professions Code, Section 26070.5. For purposes of this Chapter, "cannabis retailer" also includes medical cannabis dispensaries, patient collectives and cooperatives operating, or proposing to operate, pursuant to the Compassionate Use Act (Health and Safety Code, § 11362.5) and/or the Medical Marijuana Program (Health and Safety Code, § 11362.7 et seq.), as may be amended.
10. “Cannabis testing laboratory” means a facility, entity, or site in the State that offers or performs tests of cannabis or cannabis products.
11. “Chief of Police” means the Chief of Police of the City of Milpitas or his or her designee.
12. “City Attorney” means the City Attorney of the City of Milpitas or his or her designee.
13. “City Clerk” means the City Clerk of the City of Milpitas or his or her designee.
- 9.14. “City Manager” means the City Manager of the City of Milpitas or his or her designee.
15. “Commercial cannabis use” includes all cannabis cultivation, cannabis manufacture, cannabis distribution, cannabis testing laboratories, cannabis microbusinesses, cannabis retailers, cannabis delivery, and sale of cannabis and/or cannabis products, whether intended for medical or adult-use, and whether or not such activities are carried out for profit. Commercial cannabis uses includes "commercial cannabis activity" as defined in Business and Professions Code, Section 26001, and includes any activity that requires, or may require in the future, a license from a State licensing authority pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Business and Professions Code, Division 10), as may be amended. Commercial cannabis use does not include those activities allowed for personal use by persons 21 years of age or older, without any compensation whatsoever, in strict accordance with Health and Safety Code, Section 11362.1 and does not include the activities of a qualified patient or a primary

caregiver that are exempt from State licensure pursuant to Business and Professions Code, Section 26033.

~~10-16.~~ “Enforcement Authority” means the Chief of Police, the City Attorney, or any other person or persons designated by the Milpitas Municipal Code or the City Manager to enforce this Subsection.

~~14-17.~~ “Indoor” means any location that is totally contained within a fully enclosed and secure private residence or accessory building located on the grounds of the private residence.

18. “Medicinal cannabis” or “medicinal cannabis products” shall have the same meaning as the definition set forth in Business and Professions Code, Section 26001.

19. “Medicinal cannabis patient” means any one of the following:

a. A “qualified patient,” as defined in Health and Safety Code, Section 11362.7, who possesses a currently valid physician’s recommendation that complies with both Article 25 (commencing with Section 2525) of Chapter 5 of Division 2 of the Business and Professions Code as well as all rules, regulations, and guidelines adopted by the Medical Board of California.

b. A “person with an identification card,” as defined in Section 11362.7 of the Health and Safety Code, who possesses a currently valid identification card issued in compliance with Article 2.5 (commencing with Section 11362.7) of Chapter 6 of Division 10 of the Health and Safety Code.

20. “Non-medicinal cannabis” or “non-medicinal cannabis products” shall mean cannabis or cannabis products, respectively, that does not qualify as medicinal cannabis, including commercial cannabis intended to be sold for non-medicinal use by an adult 21 years of age or older pursuant to State law.

21. “Outdoor” means any location that is not totally contained within a fully enclosed and secure accessory building or primary residence.

~~12-22.~~ “Personal cultivation” means cannabis cultivation for a natural person's own personal use and possession in accordance with this Code and state law, including but not limited to Health and Safety Code Sections 11362.1 and 11362.2, as may be amended, and such person does not sell or distribute cannabis to any other person. “Personal use” also means and includes cultivation of medical cannabis conducted by a qualified patient exclusively for his or her personal medical use, and cultivation conducted by a primary caregiver for the personal medical purposes of no more than five specified qualified patients for whom he or she is the primary caregiver, in accordance with state law, including Health and Safety Code Sections 11362.7 and 11362.765, as may be amended. Except as herein defined, personal cultivation does not include, and shall not authorize, any cultivation conducted as part of a business or commercial activity, including cultivation for compensation or retail or wholesale sales of cannabis.

~~13-23.~~ “Primary caregiver” means the primary caregiver for a medicinal cannabis patient and shall have the same meaning as the definition set forth in Health and Safety Code, Section 11362.7.

24. “Private residence” means a house, an apartment unit, accessory dwelling unit, a mobile home, or other similar dwelling occupied for residential purposes.

C.D. Personal Cultivation of Cannabis

1. Indoor Personal Cultivation. The indoor personal cultivation of cannabis is prohibited except in compliance with the following:
 - a. Cannabis cultivation shall only occur indoors at a private residence, or inside an accessory structure located upon the grounds of a private residence.
 - b. Cannabis cultivation shall be limited to six plants total per residence, whether immature or mature, regardless of how many residents reside at the private residence.
 - c. Persons engaging in indoor cultivation must comply with all State and local laws regarding fire safety, water use, electrical wiring, buildings, and indoor cultivation, and with Health and Safety Code Sections 11362.1 and 11362.2.
 - d. The use of gas products (CO2, butane, propane, natural gas, etc.) or generators for cultivation of cannabis is prohibited. Use of gas products shall be limited to those allowed by the ~~California~~ Building, Electrical, and Fire Codes as adopted and amended by the City of Milpitas.
 - e. The residence shall maintain fully functional and usable kitchen, bathroom, and bedroom areas for their intended use by the resident(s), and the premises shall not be used primarily or exclusively for cannabis cultivation.
 - f. All areas used for cannabis cultivation shall be located within a fully enclosed and secure structure. "Fully enclosed and secure structure" means a space within a building, greenhouse or other legal structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is secure against unauthorized entry, provides complete visual screening, and which is accessible only through one or more lockable doors and inaccessible to minors.
2. Outdoor Personal Cultivation Prohibited. Outdoor personal cultivation of cannabis is prohibited in all zoning districts in the City of Milpitas.

~~D.E.~~ Commercial Cannabis Uses.

1. Commercial Cannabis Uses Prohibited. All medical and adult-use commercial cannabis uses as defined herein are prohibited from establishing or operating within the City of Milpitas. No use permit, variance, building permit, or any other entitlement or permit, whether administrative or discretionary, shall be approved or issued for the establishment or operation of a commercial cannabis use in any zoning district, and no person shall otherwise establish such businesses or operations in any zoning district.

~~E.F.~~ Cannabis Deliveries

1. Deliveries Generally Prohibited. To the fullest extent allowed by State law~~Except as set forth in Subsection XI-10-13.15(F)(2),~~ the ban on commercial cannabis uses also prohibits the operation of a cannabis delivery service to customers in the City of Milpitas, including those deliveries originating from a physical location outside of the City. A cannabis delivery service may not deliver, attempt to deliver, or offer to deliver cannabis or cannabis products in violation of this Subsection. Nothing in this Subsection is intended to, nor shall it be construed to, permit and/or legalize any delivery operation, use, and/or activity that is otherwise prohibited under this Subsection and/or any other law. Rather, this Subsection is intended to prohibit the delivery of commercial cannabis to the fullest extent allowed by state law, including by entirely prohibiting the delivery of non-medicinal cannabis.

2. Direct Deliveries to Medicinal Cannabis Patients or Primary Caregivers Excepted. The direct delivery of medicinal cannabis to a specifically identified medicinal cannabis patient or the primary caregiver for a specifically identified medicinal cannabis patient within the City's jurisdictional limits from a location outside the City's jurisdictional limits is not prohibited by this Subsection only if such deliveries fully comply with each and every one of the following operating conditions:

a. All deliveries must be made directly to a specifically identified medicinal cannabis patient or the primary caregiver for a specifically identified medicinal cannabis patient by a duly licensed cannabis delivery service. Prior to delivery, the delivery service must obtain a copy of written documentation for the identified medicinal cannabis patient proving the patient possess a physician's recommendation for medicinal cannabis that is valid at the time of delivery.

i. For deliveries to a medicinal cannabis patient, that written documentation must include either a currently valid copy of a physician's recommendation that complies with Article 25 (commencing with Section 2525) of Chapter 5 of Division 2 of the Business and Professions Code or a currently valid identification card issued in compliance with Article 2.5 (commencing with Section 11362.7) of Chapter 6 of Division 10 of the Health and Safety Code.

ii. For deliveries to a primary caregiver for a medicinal cannabis patient, that written documentation must include either a currently valid identification card for the identified patient issued to the primary caregiver in compliance with Article 2.5 (commencing with Section 11362.7) of Chapter 6 of Division 10 of the Health and Safety Code or both a currently valid copy of a physician's recommendation that complies with Article 25 (commencing with Section 2525) of Chapter 5 of Division 2 of the Business and Professions Code and proof that primary caregiver has consistently assumed responsibility for the housing, health, or safety of the identified patient.

iii. Written documentation received by a delivery service for this purpose shall be maintained confidentially and only disclosed in compliance with all applicable laws.

b. All deliveries must be to a fixed address for a specifically identified medicinal cannabis patient.

i. For deliveries to a medicinal cannabis patient, that fixed address must be the patient's private residence.

ii. For deliveries to a primary caregiver for a medicinal cannabis patient, that fixed address must be the primary caregiver's primary business address.

iii. Deliveries cannot be to a post office box, any other form of mail, package, or parcel pickup location or locker, or to a mail, package, or parcel receiving agency or business.

iv. Delivery must be to a person 18 years of age or older. The delivery service must record the name of the person receiving the delivery.

v. Upon delivery, and prior to completing delivery, the delivery must be signed for by the identified medicinal cannabis patient or the primary caregiver for the identified medicinal cannabis patient.

- c. All deliveries must occur between the hours of 6:00 a.m. Pacific Time and 10:00 p.m. Pacific Time. Deliveries may not occur in a manner that would tend to disturb the peace, quiet, and/or enjoyment of a reasonable person of normal sensitivity residing nearby.
 - d. The cannabis delivery service must maintain a log or other record stating the date, time, quantities, and products for each delivery as well as the name of the identified medicinal cannabis patient and the name of any primary caregiver for the delivery.
 - e. The cannabis delivery service must retain for a period of at least two years copies of all records, documentation, signatures, permits, and licenses required by this Subsection and present them to a law enforcement officer upon demand.
 - f. The cannabis delivery service must fully comply with all applicable laws, including this Subsection and Division 10 of the Business and Professions Code, all rules and regulations promulgated by the Department of Cannabis Control, including in Title 4, Division 19 of the California Code of Regulations, and all guidelines, procedures, and regulations promulgated pursuant to this Subsection by the City Manager and/or his or her designee.
 - a-g. Deliveries of medicinal cannabis may not include anything other than medicinal cannabis and medicinal cannabis products. Specifically, deliveries of medicinal cannabis may not include delivery of cannabis accessories or promotional materials, as defined by Section 15000 of Title 4, Division 19, Chapter 1, Article 1 of the California Code of Regulations, or branded merchandise of any kind.
3. Business Tax and License. A cannabis delivery service must obtain a business tax license from the City pursuant to Title III, Chapter 1 of this Code prior to commencing any delivery service within the City's jurisdiction or offering or attempting to deliver within the City's jurisdiction, even if delivering from a physical location outside of the City. A cannabis delivery service must pay all state and local taxes or fees for delivery services occurring within the City's jurisdiction, including taxes or fees imposed by or owed to the City.
4. Registration. A cannabis delivery service must register with the Milpitas Police Department in a form acceptable to the Chief of Police prior to commencing any delivery service within the City's jurisdiction or offering or attempting to deliver within the City's jurisdiction, even if delivering from a physical location outside of the City. That registration must be signed by the registrant averring the truth and accuracy of the information contained therein and include all of the following information:
- a. The name, address, and telephone number of the registrant and the delivery service. If the registrant or the delivery service has done business under any other name, including a fictitious name, the registrant must provide each name and all dates and jurisdictions of use.
 - b. The name, address, and telephone number of the person(s) who will manage and operate the delivery service.
 - c. The name, address, and telephone number for the person(s) authorized to accept service of process and legal notices for the delivery service.
 - d. The business name, license number, license type, license designation, license status, and expiration date for any applicable license issued by the Department of Cannabis Control.
 - e. Any other information required by the Chief of Police.

The delivery service must update its registration annually and within 72 hours of any change to the information contained in its registration or its cessation or suspension of medicinal cannabis

delivery services within the City's jurisdiction. Registration may be conditioned, suspended, refused, or revoked under the procedure specified in Subsection XI-10-13.15(F)(7). A cannabis delivery service may not re-register, and no registration will be accepted, within one (1) year after its registration is revoked. Where a cannabis delivery service is sold, transferred, merged, acquired, or any person or entity otherwise succeeds in whole or in part to any of the assets, liabilities, facilities, employees, managers, or officers of a cannabis delivery service, the registration of the successor business may be condition, suspended, refused, or revoked upon the same or similar terms as the previous business as the interests of justice require.

5. Administrative and Criminal Violations. In addition to all other remedies and actions allowed by law, any violation of this Subsection may be enforced by administrative citation, pursuant to Title I, Chapter 21 of this Code, or criminal prosecution, pursuant to Section I-1-4.09 of this Code. At the Enforcement Authority's sole discretion, violations of this Subsection may be charged as a misdemeanor, punished by a fine not to exceed the sum of five hundred dollars (\$500) or by imprisonment in the County Jail not to exceed six (6) months or by both such fine and imprisonment, or an infraction, punished by a fine not exceeding one hundred dollars (\$100) for a first violation, a fine not exceeding two hundred dollars (\$200) for a second violation within one year, or a fine not exceeding five hundred dollars (\$500) for each additional violation within one year. Each day such a violation continues shall be a new and separate violation.

- 2.6. Rebuttable Presumption. If a cannabis delivery service reports or otherwise discloses to a state, local, or federal governmental entity that it has delivered cannabis or cannabis products, whether for taxation, licensing, tracking, or other purposes, that report or disclosure shall create a rebuttable presumption for the facts and circumstances of each delivery referenced, including a prima facie case for any violation of this Subsection evidenced thereby.

7. Suspension or Prohibition. In addition to all other remedies and actions allowed by law, the Enforcement Authority may immediately suspend, revoke, or otherwise prohibit or condition any delivery service from delivering medicinal cannabis within the City's jurisdictions, or impose additional terms and conditions upon that delivery service, if it fails or has failed to fully comply with all laws, including this Subsection, fails or has failed to register with the Milpitas Police Department prior to delivering, attempting to deliver, or offering to deliver within the City's jurisdiction, fails or has failed to maintain its business license, or fails or has failed to remit any applicable state or local taxes or fees for delivery services occurring with the City's jurisdiction. Pursuant to Title I, Chapter 20, Section 2 of this Code, notice of this suspension, revocation, or imposition of additional terms and conditions may be served by mail to the address provided in the delivery service's registration or, if there is no current registration, any other address listed for the delivery service. Within fifteen (15) calendar days of that mailing, the delivery service may appeal that determination to a hearing officer appointed by the City Manager pursuant to the procedure provide in Title I, Chapter 20, Section 3 of this Code by filing with the City Clerk a written notice of appeal containing all factual and legal grounds for the appeals as well as all records or other evidence supporting that appeal. Within twelve (12) calendar days of being mailed notice of the hearing officer's decision pursuant to the same notice procedure, the delivery service may appeal the hearing officer's decision to the City Council pursuant to the procedure provided in Title I, Chapter 20, Section 5 of this Code.

8. Transportation Through City. This section shall not be construed to prohibit use of the public roads to pass through the City's jurisdiction without making a delivery within the City's jurisdiction pursuant to Business and Professions Code, Section 26090 or those activities allowed by Section 26054, subdivisions (c)-~~or~~ (d), or (e).

~~3-9.~~ Implementing Regulations. The City Manager, or his or her designee, with due consultation with the Chief of Police, shall have the authority to adopt all necessary guidelines, procedures, and regulations to implement the requirements and fulfill the policies and purposes of this Subsection related to the delivery of medicinal cannabis.

~~F.G.~~ Public Nuisance; Effect of State Law.

1. It is hereby declared to be a public nuisance for any person owning, leasing, occupying, or having charge or possession of any real property in the City to cause or allow such real property to be used for a commercial cannabis use or for the cultivation of cannabis except in strict compliance with this Chapter. Any condition caused or permitted to exist in violation of any of the provisions of this Chapter may be abated as a public nuisance as provided in this Code and/or under State law.
2. In the event of any conflict between the penalties enumerated under this Code and any penalties set forth in State law, the maximum penalties allowable under State law shall govern. The City Attorney or prosecuting attorney has the authority to declare and prosecute the violation as the maximum penalty permitted by State law, including but not limited to, those penalties prescribed by **California** Health & Safety Code, Section 11362.4. To the extent certain conduct is immune from arrest and criminal liability pursuant to State law, including the Compassionate Use Act of 1996 (Health and Safety Code Section 11362.5) or the Medical Marijuana Program (Health and Safety Code Section 11362.7 et seq.), criminal penalties shall not apply.

SECTION 3. CONSISTENCY AND ENFORCEABILITY OF PRIOR LAW

Repeal or amendment of any provision of the Milpitas Municipal Code herein does not affect any penalty, forfeiture, or liability incurred before this ordinance's effective date or preclude prosecution and imposition of penalties for any violation occurring before this ordinance's effective date. Any such repealed or amended part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this ordinance.

SECTION 4. CALIFORNIA ENVIROMENTAL 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 non-land use regulations or 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)) and by common sense can be seen with certainly 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.

REGULAR

NUMBER: 298

TITLE: A ZONING ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADDING SUBSECTION XI-10-13.15 ENTITLED “CANNABIS USES” AND AMENDING SUBSECTION XI-10-13.05 ENTITLED “HOME OCCUPATION” OF THE MILPITAS MUNICIPAL CODE, TITLE XI, CHAPTER 10, SECTION 13, TO REGULATE CANNABIS CULTIVATION FOR PERSONAL USE AND TO PROHIBIT ALL COMMERCIAL CANNABIS USES, AND MAKING FINDINGS OF EXEMPTION FROM ENVIRONMENTAL REVIEW PURSUANT TO CEQA GUIDELINES SECTIONS 15060(C)(3) AND 15061(b)(3)

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of December 19, 2018, upon motion by Councilmember Montano, and was adopted (second reading) by the City Council at its meeting of January 15, 2019, upon motion by Councilmember Nuñez. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES: (5) Mayor Tran, Vice Mayor Dominguez, Councilmembers Montano, Nuñez, and Phan

NOES: (0) None

ABSENT: (0) None

ABSTAIN: (0) None

ATTEST:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

RECITALS AND FINDINGS:

WHEREAS, the City of Milpitas, California (the “City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, California Government Code Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, in 1996, the voters of the State of California approved the Compassionate Use Act of 1996 (“CUA”) (codified as Health and Safety Code, § 11362.5 et seq.) to enable seriously ill Californians to legally possess, use, and cultivate marijuana for personal medical use free from prosecution under enumerated provisions of State law; and

WHEREAS, in 2003, the California Legislature adopted the Medical Marijuana Program Act (“MMP”) (codified as Health and Safety Code, § 11362.7 et seq.), which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under State law, however certain exemptions from criminal prosecution will expire on or about January 9, 2019 (Health & Safety Code, § 11362.775); and

WHEREAS, in 2013, the California Supreme Court issued its decision in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729, holding that nothing in the CUA or MMP preempted cities’ authority to regulate or ban outright medical marijuana land uses; and

WHEREAS, in 2015, the California Legislature enacted the Medical Cannabis Regulation and Safety Act (MCRSA), which for the first time in the State’s history adopted comprehensive regulations and licensing for medical marijuana businesses; and

WHEREAS, in 2016, California voters approved Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA), which legalized the non-medical use of marijuana by adults over 21 years of age, and provides for State licensing of adult-use marijuana businesses; and

WHEREAS, Senate Bill 94 (“SB 94”), signed by the Governor on June 27, 2017 to take effect immediately, repealed the MCRSA, and amended AUMA to consolidate the State licensing scheme applicable to both medical and adult-use commercial cannabis activity under a new law entitled the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA); and

WHEREAS, MAUCRSA recognizes, preserves and does not supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances that regulate licensed cannabis businesses, including, but not limited to, completely prohibiting the establishment or operation of one or more types of businesses licensed under MAUCRSA within the local jurisdiction (Business and Professions Code, § 26200); and

WHEREAS, AUMA, as amended by MAUCRSA, legalizes cultivation of not more than six living cannabis plants per property by persons 21 years of age or older for personal use; and

WHEREAS, AUMA, as amended by MAUCRSA, provides that a city shall not completely prohibit personal cultivation of cannabis inside a private residence or inside an accessory structure to a private residence that is fully enclosed and secure, but that a city may completely prohibit personal cultivation of cannabis outdoors (Health and Safety Code, § 11362.2); and

WHEREAS, on January 17, 2017, the City Council adopted Urgency Ordinance No. 291 pursuant to Government Code Section 65858, establishing a forty-five (45) day moratorium on all marijuana uses to the extent allowed by law in light of the passage of Proposition 64 in the State of California; and

WHEREAS, on February 21, 2017, the City Council adopted Urgency Ordinance No. 291.1 pursuant to Government Code Section 65858, extending the moratorium on all marijuana uses for a period of 10 months and 15 days; and

WHEREAS, in January 2017, the City Council adopted Urgency Ordinance No. 291.2 pursuant to Government Code Section 65858, extending the moratorium for an additional 12-month period for the full two years authorized under State law, to allow the City to complete its study of potential cannabis regulations; and

WHEREAS, a City Council subcommittee, City staff and the City Council have conducted numerous meetings, community outreach, polling and analysis to determine what types of regulations, if any, the City would like to impose on marijuana/cannabis uses in light of the passage of AUMA and MAUCRSA in the State of California; and

WHEREAS, as a result of that study, and in accordance with Business and Professions Code, Section 26200, this Ordinance effects zoning limitations that prohibit the physical establishment or operation of all commercial cannabis uses within Milpitas, including all commercial cultivators, manufacturers, testing laboratories, retailers/dispensaries, delivery services, distributors and microbusinesses that are or will be licensed by the State of California pursuant to the MAUCRSA, as the best course of action for the City's citizens and the community at large.

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. MUNICIPAL CODE AMENDMENT

The City Council hereby adds Subsection XI-10-13.15 entitled "Cannabis Uses" to the Milpitas Municipal Code, Title XI, Chapter 10, Section 13, as set forth on Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 3. MUNICIPAL CODE AMENDMENT

The City Council hereby amends and restates Subparagraph (B)(9) of Subsection XI-10-13.05 entitled "Home Occupation" of the Milpitas Municipal Code, Title XI, Chapter 10, Section 13, as follows:

"9. The occupations listed below shall not be considered incidental and secondary to the residence because they will change the residential character of the dwelling and because they change the character of the neighborhood:

- a. Barber and beauty shops or similar cosmetology establishments;
- b. Kennels and other boarding for pets;
- c. Mechanical and auto repairs;
- d. Medical and dental offices;
- e. Retail sales (excluding retail sales in which all products are sold over the phone or internet and shipped to the customer);
- f. Commercial cannabis uses. See Subsection XI-10-13.15."

All other provisions contained in Subsection XI-10-13.05 of the Milpitas Municipal Code shall remain in full force and effect.

SECTION 4. MUNICIPAL CODE AMENDMENT

The City Council hereby repeals and reserves Chapter 5 of the Milpitas Municipal Code, Title XI.

SECTION 5. CALIFORNIA ENVIRONMENTAL QUALITY ACT

This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act (“CEQA”) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly, and therefore is exempt from environmental review pursuant to CEQA Guidelines, Section 15060(c)(3). The City Council further finds that if this Ordinance is deemed to be a project, it is nonetheless exempt from further environmental review under the general rule stated in CEQA Guidelines, Section 15061(b)(3), that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The Ordinance prohibits commercial cannabis businesses and outdoor personal cannabis cultivation from establishing or occurring in the City and therefore will maintain current development levels. Accordingly, the City Council finds that this Ordinance is categorically exempt from further CEQA review because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 6. SEVERABILITY

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. CUSTODIAN OF RECORDS

The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk’s office located at 455 East Calaveras Blvd., Milpitas, CA 95305. The custodian of these records is the City Clerk.

SECTION 8. RESTATEMENT OF EXISTING LAW

The adoption of this Ordinance shall not in any manner affect the prosecution for violations of ordinances, which violations were committed prior to the effective date hereof, nor be construed as a waiver of any license or penalty or the penal provisions applicable to any violation thereof.

SECTION 9. EFFECTIVE DATE

Pursuant to Government Code, Section 36937, this Ordinance shall take effect thirty (30) days after its final passage.

SECTION 10. CERTIFICATION

The City Clerk shall certify as to the adoption of this Ordinance and shall cause it to be published within fifteen (15) days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with California Government Code Section 36933.

SECTION 11. FILING WITH STATE

The City Clerk shall submit a copy of this Ordinance to the Bureau of Cannabis Control as provided by Business and Professions Code, Section 26055.

EXHIBIT A

XI-10-13.15 - Cannabis Uses

- A. Purpose. The purpose of this Subsection is to prohibit the establishment and operation of all commercial cannabis uses within the City of Milpitas, including all cannabis dispensaries, cannabis retailers, cannabis manufacturers, cannabis microbusinesses, cannabis testing laboratories, cannabis distribution, cannabis cultivation, and delivery of cannabis. It is also the intent of this Subsection to regulate indoor cannabis cultivation, and to prohibit all outdoor cultivation, for personal use, including by qualified patients and primary caregivers.
- B. Definitions. For purposes of this Subsection, the following definitions shall apply:
1. “Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from marijuana. “Cannabis” includes “cannabis” as defined in Business and Professions Code, Section 26001 and in Section 11018 of the Health and Safety Code.
 2. “Cannabis cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.
 3. “Cannabis delivery” means the commercial transfer of cannabis or cannabis products to a customer. “Cannabis delivery” also includes the use by a cannabis retailer of any technology platform that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of cannabis or cannabis products.
 4. “Cannabis distribution” means the procurement, sale, and transport of cannabis and cannabis products and any other activity allowed under the State distributor license(s), including, but not limited to, cannabis storage, quality control and collection of State cannabis taxes.
 5. “Cannabis manufacture” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product. Cannabis manufacture includes the production, preparation, propagation, or compounding of manufactured cannabis, or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages medical cannabis or cannabis products or labels or relabels its container.
 6. “Cannabis microbusiness” means a commercial cannabis business that must engage in at least three of the following commercial cannabis activities: cultivation, manufacturing using nonvolatile solvents, distribution, and/or retail.
 7. “Cannabis products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients. Cannabis products include “cannabis products” as defined in Business and Professions Code, Section 26001.
 8. “Cannabis retailer” means a facility where cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers cannabis and cannabis products as part of a retail sale or conducts sales exclusively by delivery. The term “cannabis retailer” includes any nonprofits that may be licensed under Business and Professions Code, Section 26070.5. For purposes of this Chapter, “cannabis retailer” also includes medical cannabis dispensaries, patient collectives and cooperatives operating, or proposing to operate, pursuant to the Compassionate Use Act (Health and Safety Code, § 11362.5) and/or the Medical Marijuana Program (Health and Safety Code, § 11362.7 et seq.), as may be amended.
 9. “Cannabis testing laboratory” means a facility, entity, or site in the State that offers or performs tests of cannabis

or cannabis products.

10. “Commercial cannabis use” includes all cannabis cultivation, cannabis manufacture, cannabis distribution, cannabis testing laboratories, cannabis microbusinesses, cannabis retailers, cannabis delivery, and sale of cannabis and/or cannabis products, whether intended for medical or adult-use, and whether or not such activities are carried out for profit. Commercial cannabis uses includes “commercial cannabis activity” as defined in Business and Professions Code, Section 26001, and includes any activity that requires, or may require in the future, a license from a State licensing authority pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Business and Professions Code, Division 10), as may be amended. Commercial cannabis use does not include those activities allowed for personal use by persons 21 years of age or older, without any compensation whatsoever, in strict accordance with Health and Safety Code, Section 11362.1 and does not include the activities of a qualified patient or a primary caregiver that are exempt from State licensure pursuant to Business and Professions Code, Section 26033.
11. “Indoor” means any location that is totally contained within a fully enclosed and secure private residence or accessory building located on the grounds of the private residence.
12. “Personal cultivation” means cannabis cultivation for a natural person’s own personal use and possession in accordance with this Code and state law, including but not limited to Health and Safety Code Sections 11362.1 and 11362.2, as may be amended, and such person does not sell or distribute cannabis to any other person. “Personal use” also means and includes cultivation of medical cannabis conducted by a qualified patient exclusively for his or her personal medical use, and cultivation conducted by a primary caregiver for the personal medical purposes of no more than five specified qualified patients for whom he or she is the primary caregiver, in accordance with state law, including Health and Safety Code Sections 11362.7 and 11362.765, as may be amended. Except as herein defined, personal cultivation does not include, and shall not authorize, any cultivation conducted as part of a business or commercial activity, including cultivation for compensation or retail or wholesale sales of cannabis.
13. “Private residence” means a house, an apartment unit, accessory dwelling unit, a mobile home, or other similar dwelling occupied for residential purposes.
14. “Outdoor” means any location that is not totally contained within a fully enclosed and secure accessory building or primary residence.

C. Personal Cultivation of Cannabis.

1. Indoor Personal Cultivation. The indoor personal cultivation of cannabis is prohibited except in compliance with the following:
 - a. Cannabis cultivation shall only occur indoors at a private residence, or inside an accessory structure located upon the grounds of a private residence.
 - b. Cannabis cultivation shall be limited to six plants total per residence, whether immature or mature, regardless of how many residents reside at the private residence.
 - c. Persons engaging in indoor cultivation must comply with all State and local laws regarding fire safety, water use, electrical wiring, buildings, and indoor cultivation, and with Health and Safety Code Sections 11362.1 and 11362.2.
 - d. The use of gas products (CO₂, butane, propane, natural gas, etc.) or generators for cultivation of cannabis is prohibited. Use of gas products shall be limited to those allowed by the California Building, Electrical, and Fire Codes as adopted and amended by the City of Milpitas.
 - e. The residence shall maintain fully functional and usable kitchen, bathroom, and bedroom areas for their

intended use by the resident(s), and the premises shall not be used primarily or exclusively for cannabis cultivation.

- f. All areas used for cannabis cultivation shall be located within a fully enclosed and secure structure. “Fully enclosed and secure structure” means a space within a building, greenhouse or other legal structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is secure against unauthorized entry, provides complete visual screening, and which is accessible only through one or more lockable doors and inaccessible to minors.

2. Outdoor Personal Cultivation Prohibited. Outdoor personal cultivation of cannabis is prohibited in all zoning districts in the City of Milpitas.

D. Commercial Cannabis Uses.

1. Commercial Cannabis Uses Prohibited. All medical and adult-use commercial cannabis uses as defined herein are prohibited from establishing or operating within the City of Milpitas. No use permit, variance, building permit, or any other entitlement or permit, whether administrative or discretionary, shall be approved or issued for the establishment or operation of a commercial cannabis use in any zoning district, and no person shall otherwise establish such businesses or operations in any zoning district.
2. Deliveries. To the fullest extent allowed by State law, the ban on commercial cannabis uses also prohibits the operation of a cannabis delivery service to customers in the City of Milpitas, including those deliveries originating from a physical location outside of the City.
3. This section shall not be construed to prohibit use of the public roads pursuant to Business and Professions Code, Section 26090 or those activities allowed by Section 26054, subdivisions (c) or (d).

E. Public Nuisance; Effect of State Law.

1. It is hereby declared to be a public nuisance for any person owning, leasing, occupying, or having charge or possession of any real property in the City to cause or allow such real property to be used for a commercial cannabis use or for the cultivation of cannabis except in strict compliance with this Chapter. Any condition caused or permitted to exist in violation of any of the provisions of this Chapter may be abated as a public nuisance as provided in this Code and/or under State law.
2. In the event of any conflict between the penalties enumerated under this Code and any penalties set forth in State law, the maximum penalties allowable under State law shall govern. The City Attorney or prosecuting attorney has the authority to declare and prosecute the violation as the maximum penalty permitted by State law, including but not limited to, those penalties prescribed by California Health & Safety Code, Section 11362.4. To the extent certain conduct is immune from arrest and criminal liability pursuant to State law, including the Compassionate Use Act of 1996 (Health and Safety Code Section 11362.5) or the Medical Marijuana Program (Health and Safety Code Section 11362.7 et seq.), criminal penalties shall not apply.

2022 Cal. Legis. Serv. Ch. 395 (S.B. 1186) (WEST)

CALIFORNIA 2022 LEGISLATIVE SERVICE

2022 Portion of 2021-2022 Regular Session

Additions are indicated by **Text**; deletions by

*******.

Vetoed are indicated by ~~Text~~;

stricken material by ~~Text~~.

CHAPTER 395

S.B. No. 1186

AN ACT to amend Section 26200 of, and to add Chapter 26 (commencing with Section 26320) to Division 10 of, the Business and Professions Code, relating to cannabis.

[Filed with Secretary of State September 18, 2022.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1186, Wiener. Medicinal Cannabis Patients' Right of Access Act.

Existing law, the Compassionate Use Act of 1996, an initiative measure enacted by Proposition 215 at the November 6, 1996, statewide general election, declares that its purpose is, among other things, to ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes, as specified, and exempts from state criminal liability certain patients and their primary caregivers who possess or cultivate marijuana for the personal medical purposes of the patient. Existing law, known as the Medical Marijuana Program, establishes a voluntary registration program for qualified medicinal cannabis patients and their primary caregivers through a statewide identification card system maintained by the State Department of Public Health and sets forth guidelines for the possession of medicinal cannabis.

The Control, Regulate and Tax Adult-Use of Marijuana Act of 2016 (AUMA), an initiative measure approved as Proposition 64 at the November 8, 2016, statewide general election, established a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical marijuana. AUMA reserved to a local jurisdiction specified powers regarding commercial adult-use cannabis activity, including adopting and enforcing local ordinances regulating commercial adult-use cannabis activity. Existing law, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), among other things, consolidates the licensure and regulation of commercial medicinal and adult-use cannabis activities, including the retail sale of medicinal cannabis.

This bill would enact the Medicinal Cannabis Patients' Right of Access Act, which, on and after January 1, 2024, would prohibit a local jurisdiction from adopting or enforcing any regulation that prohibits the retail sale by delivery within the local

jurisdiction of medicinal cannabis to medicinal cannabis patients or their primary caregivers by medicinal cannabis businesses, as defined, or that has the effect of prohibiting the retail sale by delivery within the local jurisdiction of medicinal cannabis to medicinal cannabis patients or their primary caregivers in a timely and readily accessible manner and in types and quantities that are sufficient to meet demand from medicinal cannabis patients within the local jurisdiction, as specified. The bill, on and after January 1, 2024, would provide that the act may be enforced by an action for writ of mandate brought by a medicinal cannabis patient or their primary caregiver, a medicinal cannabis business, the Attorney General, or any other party otherwise authorized by law.

This bill would incorporate additional changes to Section 26200 of the Business and Professions Code proposed by AB 2210 to be operative only if this bill and AB 2210 are enacted and this bill is enacted last.

To the extent this bill would impose additional duties on local jurisdictions, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. Section 26200 of the Business and Professions Code is amended to read:

<< CA BUS & PROF § 26200 >>

26200. (a)(1) ~~***Except as set forth in the Medicinal Cannabis Patients' Right of Access Act (Chapter 26 (commencing with Section 26320)), this~~ division shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances to regulate businesses licensed under this division, including, but not limited to, local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand smoke, or to completely prohibit the establishment or operation of one or more types of businesses licensed under this division within the local jurisdiction.

(2) ~~***Except as set forth in the Medicinal Cannabis Patients' Right of Access Act (Chapter 26 (commencing with Section 26320)), this~~ division shall not be interpreted to supersede or limit existing local authority for law enforcement activity, enforcement of local zoning requirements or local ordinances, or enforcement of local license, permit, or other authorization requirements.

(b) This division shall not be interpreted to require the department to undertake local law enforcement responsibilities, enforce local zoning requirements, or enforce local licensing, permitting, or other authorization requirements.

(c) A local jurisdiction shall notify the department upon revocation of any local license, permit, or authorization for a licensee to engage in commercial cannabis activity within the local jurisdiction. Within 60 days of being so informed, the department shall begin the process to determine whether a license issued to the licensee should be suspended or revoked pursuant to Chapter 3 (commencing with Section 26030).

(d) For facilities issued a state license that are located within the incorporated area of a city, the city shall have full power and authority to enforce this division and the regulations promulgated by the department, if delegated by the state. Notwithstanding Sections 101375, 101400, and 101405 of the Health and Safety Code or any contract entered into pursuant thereto, or any other law, the city shall assume complete responsibility for any regulatory function pursuant to this division within the city limits that would otherwise be performed by the county or any county officer or employee, including a county health officer, without liability, cost, or expense to the county.

(e)(1) This division does not prohibit the issuance of a state temporary event license to a licensee authorizing onsite cannabis sales to, and consumption by, persons 21 years of age or older at a county fair event, district agricultural association event, or at another venue expressly approved by a local jurisdiction for the purpose of holding temporary events of this nature, provided that the activities, at a minimum, comply with all the following:

(A) The requirements of paragraphs (1) to (3), inclusive, of subdivision (g).

(B) All participants who are engaged in the onsite retail sale of cannabis or cannabis products at the event are licensed under this division to engage in that activity.

(C) The activities are otherwise consistent with regulations promulgated and adopted by the department governing state temporary event licenses.

(D) A state temporary event license shall only be issued in local jurisdictions that authorize such events.

(E) A licensee who submits an application for a state temporary event license shall, 60 days before the event, provide to the department a list of all licensees that will be providing onsite sales of cannabis or cannabis products at the event. If any changes occur in that list, the licensee shall provide the department with a final updated list to reflect those changes. A person shall not engage in the onsite retail sale of cannabis or cannabis products, or in any way participate in the event, who is not included in the list, including any updates, provided to the department.

(2) The department may impose a civil penalty on any person who violates this subdivision, or any regulations adopted by the department governing state temporary event licenses, in an amount up to three times the amount of the license fee for each violation, consistent with Sections 26018 and 26038.

(3) The department may require the event and all participants to cease operations without delay if in the opinion of the department or local law enforcement it is necessary to protect the immediate public health and safety of the people of the state. The department may also require the event organizer to immediately expel from the event any participant selling cannabis or cannabis products without a license from the department that authorizes the participant to sell cannabis or cannabis products. If the unlicensed participant does not leave the event, the department may require the event and all participants to cease operations immediately.

(4) The order by the department for the event to cease operations pursuant to paragraph (3) does not entitle the event organizer or any participant in the event to a hearing or an appeal of the decision. Chapter 3 (commencing with Section 490)

of Division 1.5 and Chapter 4 (commencing with Section 26040) of this division shall not apply to the order by the department for the event to cease operations pursuant to paragraph (3).

(5) The smoking of cannabis or cannabis products at temporary events authorized pursuant to this subdivision is prohibited in locations where smoking is prohibited. For purposes of this section, “smoking” has the same meaning as defined in subdivision (c) of Section 22950.5.

(f) This division, or any regulations promulgated thereunder, shall not be deemed to limit the authority or remedies of a city, county, or city and county under any provision of law, including, but not limited to, Section 7 of Article XI of the California Constitution.

(g) Notwithstanding paragraph (1) of subdivision (a) of Section 11362.3 of the Health and Safety Code, a local jurisdiction may allow for the smoking, vaporizing, and ingesting of cannabis or cannabis products on the premises of a retailer or microbusiness licensed under this division if all of the following are met:

(1) Access to the area where cannabis consumption is allowed is restricted to persons 21 years of age or older.

(2) Cannabis consumption is not visible from any public place or nonage-restricted area.

(3) Sale or consumption of alcohol or tobacco is not allowed on the premises.

(h) This division shall not be interpreted to supersede Section 6404.5 of the Labor Code.

SEC. 1.5. Section 26200 of the Business and Professions Code is amended to read:

<< CA BUS & PROF § 26200 >>

26200. (a)(1) ~~***~~ **Except as set forth in the Medicinal Cannabis Patients' Right of Access Act (Chapter 26 (commencing with Section 26320)),** this division shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances to regulate businesses licensed under this division, including, but not limited to, local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand smoke, or to completely prohibit the establishment or operation of one or more types of businesses licensed under this division within the local jurisdiction.

(2) ~~***~~ **Except as set forth in the Medicinal Cannabis Patients' Right of Access Act (Chapter 26 (commencing with Section 26320)),** this division shall not be interpreted to supersede or limit existing local authority for law enforcement activity, enforcement of local zoning requirements or local ordinances, or enforcement of local license, permit, or other authorization requirements.

(b) This division shall not be interpreted to require the department to undertake local law enforcement responsibilities, enforce local zoning requirements, or enforce local licensing, permitting, or other authorization requirements.

(c) A local jurisdiction shall notify the department upon revocation of any local license, permit, or authorization for a licensee to engage in commercial cannabis activity within the local jurisdiction. Within 60 days of being so informed, the department

shall begin the process to determine whether a license issued to the licensee should be suspended or revoked pursuant to Chapter 3 (commencing with Section 26030).

(d) For facilities issued a state license that are located within the incorporated area of a city, the city shall have full power and authority to enforce this division and the regulations promulgated by the department, if delegated by the state. Notwithstanding Sections 101375, 101400, and 101405 of the Health and Safety Code or any contract entered into pursuant thereto, or any other law, the city shall assume complete responsibility for any regulatory function pursuant to this division within the city limits that would otherwise be performed by the county or any county officer or employee, including a county health officer, without liability, cost, or expense to the county.

(e)(1) This division does not prohibit the issuance of a state temporary event license to a licensee authorizing onsite cannabis sales to, and consumption by, persons 21 years of age or older at a county fair event, district agricultural association event, or at another venue expressly approved by a local jurisdiction for the purpose of holding temporary events of this nature, provided that the activities, at a minimum, comply with all the following:

(A) The requirements of paragraphs (1) to (3), inclusive, of subdivision (g).

(B) All participants who are engaged in the onsite retail sale of cannabis or cannabis products at the event are licensed under this division to engage in that activity.

(C) The activities are otherwise consistent with regulations promulgated and adopted by the department governing state temporary event licenses, **except as otherwise provided in paragraphs (6), (7), and (8).**

(D) A state temporary event license shall only be issued in local jurisdictions that authorize such events.

(E) A licensee who submits an application for a state temporary event license shall, 60 days before the event, provide to the department a list of all licensees that will be providing onsite sales of cannabis or cannabis products at the event. If any changes occur in that list, the licensee shall provide the department with a final updated list to reflect those changes. A person shall not engage in the onsite retail sale of cannabis or cannabis products, or in any way participate in the event, who is not included in the list, including any updates, provided to the department.

(2) The department may impose a civil penalty on any person who violates this subdivision, or any regulations adopted by the department governing state temporary event licenses, in an amount up to three times the amount of the license fee for each violation, consistent with Sections 26018 and 26038.

(3) The department may require the event and all participants to cease operations without delay if in the opinion of the department or local law enforcement it is necessary to protect the immediate public health and safety of the people of the state. The department may also require the event organizer to immediately expel from the event any participant selling cannabis or cannabis products without a license from the department that authorizes the participant to sell cannabis or cannabis products. If the unlicensed participant does not leave the event, the department may require the event and all participants to cease operations immediately.

(4) The order by the department for the event to cease operations pursuant to paragraph (3) does not entitle the event organizer or any participant in the event to a hearing or an appeal of the decision. Chapter 3 (commencing with Section 490) of Division 1.5 and Chapter 4 (commencing with Section 26040) of this division shall not apply to the order by the department for the event to cease operations pursuant to paragraph (3).

(5) The smoking of cannabis or cannabis products at temporary events authorized pursuant to this subdivision is prohibited in locations where smoking is prohibited. For purposes of this section, “smoking” has the same meaning as defined in subdivision (c) of Section 22950.5.

(6)(A) All licensees who are issued a state temporary event license allowed pursuant to this subdivision may, upon completion or cessation of the temporary event, reconcile unsold inventory of cannabis or cannabis products and return it to the licensee's retail premises.

(B) All unsold inventory of cannabis or cannabis products from the temporary event shall be noted in track and trace prior to transport.

(C) All unsold inventory of cannabis or cannabis products from the temporary event shall be in its original packaging in which it was placed pursuant to Chapter 12 (commencing with Section 26120).

(7) The inventory of cannabis or cannabis products authorized to be sold by a state temporary event license pursuant to this subdivision shall only be transported to and from the temporary event by a licensed distributor or licensed microbusiness.

(8) The department shall not deny an application for a state temporary event license pursuant to this subdivision solely on the basis that there is a license issued pursuant to the Alcoholic Beverage Control Act (Division 9 (commencing with Section 23000)) for the proposed premises of the event. Furthermore, the Department of Alcoholic Beverage Control shall not take any disciplinary action against a person licensed pursuant to the Alcoholic Beverage Control Act on the basis of a state temporary event license issued by the department to a licensee pursuant to this subdivision that utilizes the same premises as the person licensed pursuant to the Alcoholic Beverage Control Act.

(A) All on- and off-sale privileges of alcoholic beverages at the venue shall be suspended for the day of the event and shall not resume until 6 a.m. on the day after the event has ended.

(B) Alcohol consumption on the venue premises shall be strictly prohibited for the day of the event and shall not resume until 6 a.m. on the day after the event has ended.

(f) This division, or any regulations promulgated thereunder, shall not be deemed to limit the authority or remedies of a city, county, or city and county under any provision of law, including, but not limited to, Section 7 of Article XI of the California Constitution.

(g) Notwithstanding paragraph (1) of subdivision (a) of Section 11362.3 of the Health and Safety Code, a local jurisdiction may allow for the smoking, vaporizing, and ingesting of cannabis or cannabis products on the premises of a retailer or microbusiness licensed under this division if all of the following are met:

(1) Access to the area where cannabis consumption is allowed is restricted to persons 21 years of age or older.

(2) Cannabis consumption is not visible from any public place or nonage-restricted area.

(3) Sale or consumption of alcohol or tobacco is not allowed on the premises.

(h) This division shall not be interpreted to supersede Section 6404.5 of the Labor Code.

(i) This section does not alter or affect the prohibition on the sale of alcoholic beverages by a licensee, as provided in Section 26054, on or at a venue premises licensed under this division.

SEC. 2. Chapter 26 (commencing with Section 26320) is added to Division 10 of the Business and Professions Code, to read:

d. 10 ch. 26 pr. § 26320

Chapter 26. Medicinal Cannabis Patients' Right of Access Act

<< CA BUS & PROF § 26320 >>

26320. The Legislature finds and declares as follows:

(a) Access to medicinal cannabis is an integral aspect of access to health care, and eliminating barriers to medicinal cannabis access is essential to promoting and preserving the health of Californians for whom physicians have recommended the use of cannabis or cannabis products.

(b) It is the policy of the state and the intent of the Legislature to ensure that Californians throughout the state have timely and convenient access to safe, effective, and affordable medicinal cannabis.

<< CA BUS & PROF § 26321 >>

26321. (a) This act shall be known, and may be cited, as the Medicinal Cannabis Patients' Right of Access Act.

(b) For purposes of this chapter:

(1) “Medicinal cannabis” means medicinal cannabis or medicinal cannabis products, as those terms are defined in paragraph (1) of subdivision (ai) of Section 26001.

(2) “Medicinal cannabis business” means a retailer authorized to engage in the retail sale by delivery of medicinal cannabis to medicinal cannabis patients pursuant to an M-license.

(3) “Medicinal cannabis patient” means a qualified patient, as defined in Section 11362.7 of the Health and Safety Code, who possesses a physician's recommendation that complies with Article 25 (commencing with Section 2525) of Chapter 5 of Division 2, or a qualified patient or primary caregiver for a qualified patient issued a valid identification card pursuant to Section 11362.71 of the Health and Safety Code.

(4) “Regulation” means a local ordinance, regulation, policy, or practice.

<< CA BUS & PROF § 26322 >>

26322. (a) A local jurisdiction shall not adopt or enforce any regulation that prohibits the retail sale by delivery within the local jurisdiction of medicinal cannabis to medicinal cannabis patients or their primary caregivers, or that otherwise has the effect of prohibiting the retail sale by delivery within the local jurisdiction of medicinal cannabis to medicinal cannabis patients or their primary caregivers by licensed medicinal cannabis businesses in a timely and readily accessible manner, and in types and quantities that are sufficient to meet demand from medicinal cannabis patients within the local jurisdiction, including, but not limited to, regulation of any of the following that has the effect of prohibiting the retail sale by delivery of medicinal cannabis:

(1) The number of medicinal cannabis businesses authorized to deliver medicinal cannabis in the local jurisdiction.

(2) The operating hours of medicinal cannabis businesses.

(3) The number or frequency of sales by delivery of medicinal cannabis.

(4) The types or quantities of medicinal cannabis authorized to be sold by delivery.

(5) The establishment of physical premises from which retail sale by delivery of medicinal cannabis within the jurisdiction is conducted by a licensed nonstorefront retailer, except that this paragraph shall not be construed to require the establishment of additional physical premises in a local jurisdiction that allowed medicinal cannabis retail as of January 1, 2022, and in which at least one physical premises engaged in the retail sale of medicinal cannabis, whether storefront or delivery, is already established.

(b) Nothing in this chapter shall be construed to prohibit the adoption or enforcement of reasonable regulations on retail sale by delivery of medicinal cannabis, including, but not limited to, reasonable regulations related to:

(1) Zoning requirements that are not inconsistent with subdivision (a). If compliance with subdivision (a) would otherwise require a local jurisdiction to authorize a physical premises from which retail sale by delivery of medicinal cannabis within the jurisdiction is conducted, this paragraph shall not be construed to alter that requirement.

(2) Security or public health and safety requirements.

(3) Licensing requirements.

(4) The imposition, collection, and remittance of any applicable state or local taxes upon retail sales occurring within the local jurisdiction.

(5) Regulations consistent with requirements or restrictions imposed on cannabis businesses by this division or regulations issued under this division.

(c) Nothing in this chapter shall be construed to limit or otherwise affect the ability of a local jurisdiction to adopt or enforce any regulations on commercial cannabis operations other than retail sale by delivery of medicinal cannabis in the local jurisdiction.

(d) This section shall become operative on January 1, 2024.

26323. (a) This chapter may be enforced by an action brought pursuant to Chapter 2 (commencing with Section 1084) of Title 1 of Part 3 of the Code of Civil Procedure by any of the following parties, who shall be beneficially interested within the meaning of Section 1086 of the Code of Civil Procedure:

(1) A medicinal cannabis patient or their primary caregiver who seeks to purchase medicinal cannabis or medicinal cannabis products within the local jurisdiction.

(2) A medicinal cannabis business that seeks to offer medicinal cannabis for sale within the local jurisdiction.

(3) The Attorney General.

(4) Any other party otherwise authorized by law.

(b) This section shall not be construed to limit the availability of any other remedy otherwise available to enforce this chapter. The existence of any other remedy shall not restrict the availability of relief to enforce this chapter under Chapter 2 (commencing with Section 1084) of Title 1 of Part 3 of the Code of Civil Procedure.

(c) This section shall become operative on January 1, 2024.

<< CA BUS & PROF § 26324 >>

26324. Nothing in this chapter shall be construed to limit or otherwise affect the ability or right of a local jurisdiction to regulate adult-use cannabis pursuant to Section 26200.

<< CA BUS & PROF § 26325 >>

26325. This chapter addresses a matter of statewide concern and not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution.

SEC. 3. Section 1.5 of this bill incorporates amendments to Section 26200 of the Business and Professions Code proposed by both this bill and Assembly Bill 2210. That section of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2023, (2) each bill amends Section 26200 of the Business and Professions Code, and (3) this bill is enacted after Assembly Bill 2210, in which case Section 1 of this bill shall not become operative.

SEC. 4. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Review the List of Agenda Item Requests From Individual Councilmembers and Provide Direction to Staff Through the Council-Approved Prioritization Process (Staff Contact: Matt Cano, Deputy City Manager, 408-586-3012)
Category:	Leadership and Support Services
Meeting Date:	2/20/2024
Recommendation:	(1) Review list of agenda item requests from individual Councilmembers and providedirection to staff, through the prioritization process, on which Group 1 items should be advanced; (2) Provide additional input to staff, if any, on Group 1 items that received Council direction to advance and all Group 2 items (3) Approve recommendations on certain Group 3 items as outlined in the Analysis section of this report.

BACKGROUND:

At City Council meetings, under the Announcements section, Members of the Council request items they would like the full Council to consider. These items are placed on a list for a future Council discussion and action. On January 19, 2021, at a Special City Council meeting, in order to streamline the process, Council provided direction to staff to bring forward individual Council agenda item requests to Council, for prioritization, on a quarterly basis.

On January 10, 2023, City Council approved a City Council Request Prioritization Policy which guides the prioritization process. As part of the January 10, 2023, approval, language was included in this Policy to remove items that had been recommended by prior members of the City Council unless a current City Councilmember chose to sponsor the continuation of those items.

The last prioritization was held on November 14, 2023. Links to prior prioritization reports and minutes are included under Attachments.

ANALYSIS:

Staff is now bringing forward the next prioritization of items that were requested by Council between November 14, 2023 and February 6, 2024, including the status on items approved previously by Council.

As shown in Attachment 1, a total of 32 items, some of which were discussed during the prior prioritization discussion, have been grouped into four categories differentiated by level of effort and status of the agenda request as outlined below:

Group 1 – Items that have not been initiated; will require more than four hours of staff time; and may require additional funding or resources (1 item).

Group 2 – Items that have not been initiated but will require less than 4 hours of staff work (4 items).

Group 3 – Items that are currently underway and/or already included in workplan (19 items).

Group 4 – Items that have been completed, postponed indefinitely, or withdrawn (8 items).

Prioritization Process

There are a total of 5 new items since November 14, 2023. Of these 5 items, 1 item is in Group 1, 4 items are in Group 2, and 0 items are in Group 3.

Similar to the prior prioritization process, the new Group 1 agenda item requests are detailed in Attachment 2. Since these requests have not yet been discussed, staff has made an attempt to identify alignment with Council priority areas to the extent possible. As part of Attachment 2, staff provided a brief summary, which includes the lead and supporting departments, estimated resources and cost to complete the work, description of work effort, any actions taken to date, clarification or direction sought from Council, and other additional considerations including impacts on other workplan items. To the extent possible, staff sought clarification from members of the Council sponsoring the request; however, some items may still need additional clarification from the requesting Councilmembers. To facilitate Council prioritization, Group 1 items have been further categorized into three sub-groups: Ordinances and Policies, Projects and Programs, and Miscellaneous.

For the one Group 1 item, the total annual costs are estimated as follows:

Item	Potential Ongoing Costs		Potential One Time Costs	
	Low Range	High Range	Low Range	High Range
CC01 – Affordable Housing Ordinance Change	\$0	\$0	\$50,000	\$75,000

Since Group 2 items (see Attachment 1) require less than four hours of staff time, these items can be advanced without requiring a majority vote; however, Council may wish to provide additional input or direction on this item. For Group 3 items, which are underway and/or already included in staff workplans, staff provided an update in Attachment 1. A list of Items completed, postponed indefinitely or withdrawn, are presented as a separate attachment (Attachment 3).

Voting Process

In accordance with the adopted City Council Prioritization Policy, existing staff workload and the number of Group 1 items, staff proposes that the Council prioritize no more than two items. The typical voting process for prioritization is summarized below. However, since there is only one new item for discussion at this time, staff suggests only holding one vote for consensus on the item. If majority consensus is received then that item will be added to the staff workplan.

Round 1

Each member of the Council will be asked to prioritize their top two items from Group 1. Councilmembers will receive hard copies to help them review and complete the preliminary prioritization, and electronic voting will be conducted on mobile devices.

All items receiving three or more votes will move forward. If the number of items receiving three or more votes is two or greater, the prioritization process will be deemed complete. If the number of items is less than two, the remaining items will be prioritized as described in Round 2.

Round 2

In case items receiving three or more votes are less than two in number, Councilmembers will be asked to prioritize the remaining items so as to develop a top two list. Each member of the Council will be given the number of votes equivalent to two minus the number of items prioritized for staff work at the completion of Round 1. For example, if after Round 1, the Council agreed on advancing one item, one additional item will require prioritization. Therefore, each Member of the Council will be asked to vote on one item. Any item receiving three or more votes will be added to the prioritized list. If the total number of items on the list is one or greater, the prioritization process will be deemed complete.

Additional Rounds, if needed

If the total number of prioritized items after Round 2 is less than two, all remaining items which received at least one vote will be prioritized through additional rounds of voting. Items which receive zero votes in a round will be eliminated from the subsequent round of voting.

Please note that any items that do not advance through this multi-step prioritization process will be removed from the active list and would have to be resubmitted through Announcements for the next prioritization discussion tentatively scheduled for June 2024.

Group 4 Items

As discussed above, there are 7 items that have been moved to “Group 4” in this update for various reasons as outlined in Attachment 1 and summarized below:

- **Item #25: Evaluation of Milpitas Sports Center for additional indoor pickleball location:** The further evaluation of pickleball opportunities in Milpitas is being tracked as part of Group 3, item 17;
- **Item #26: Evaluation of Facilities that are not named and CIP Program Update:** The further evaluation of facility naming is being tracked as part of Group 2, Item 4;
- **Item #27: Retail Theft: Provide review of what is being worked on locally versus State & Item #31:** Explore an ordinance or policy to reduce thefts and increase security in the commercial retail parking areas: Retail theft education is now being tracked as part of Group 2, Item 3;
- **Item #28 Provide Information on City's Gray Water Rebate Program and Options & Item #29: Police Substation Feasibility Analysis in Metro Area:** The requested information has been provided on these two items;
- **Item #30: Create a plan for future solar paneling at City facilities:** Continued evaluation of potential solar alternatives is part of the core functions of our public works department.
- **Item #32:** Staff to create a plan on how to increase the number of local businesses doing business with the City: Continued tracking of this initiative is part of Group 3, Item 15.

POLICY ALTERNATIVE:

Not applicable

FISCAL IMPACT:

For one Group 1 item, the total annual ongoing costs are estimated to be \$0 and one-time costs would range from \$50,000 to \$75,000. A breakdown of costs is included in the analysis section of this report. Based on Council direction, staff will consider prioritized items that require new funding as part of the FY 2024-2025 budget process.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This item is not a Project under CEQA in accordance with CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) as it can be seen with certainty that a general discussion of funding priorities by the City Council will not have a significant effect on the environment. Further, the item is also not a Project pursuant to CEQA Guidelines Section 15378(b)(4) as it is a government fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. Although the use of funding will be discussed, any project scope and potential environmental analysis would be speculative at this time, and future environmental analysis will be conducted for the potential projects prior to the City making any commitment or approval of any project.

RECOMMENDATION:

1. Review list of agenda item requests from individual Councilmembers and provide direction to staff, through the prioritization process, on which Group 1 items should be advanced.
2. Provide additional input to staff, if any, on Group 1 items that received Council direction to advance and all Group 2 items.

ATTACHMENTS:

1. List of Councilmember Agenda Item Requests
2. Information on Group 1 items

3. List of Completed, Postponed Indefinitely, or Withdrawn Items
4. Links to Prior Prioritization Reports and Minutes
 - [March 16, 2021 Agenda and Minutes](#)
 - [August 9, 2021 Agenda and Minutes](#)
 - [January 11, 2022 Agenda and Minutes](#)
 - [May 3, 2022 Agenda and Minutes](#)
 - [September 6, 2022 Agenda and Minutes](#)
 - [February 7, 2023 Agenda and Minutes](#)
 - [June 20, 2023 Agenda and Minutes](#)
 - [November 14, 2023 Agenda and Minutes](#)

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
Group 1 – Items that have not been initiated; will require more than four hours of staff time; and may require additional funding or resources.								
Ordinances and Policies								
Projects and Programs								
1	20% BMR Ordinance	Montano	12/5/2023	Yes	Housing		February 2024 Update: See attached	
Miscellaneous								
Group 2 – items that have not been initiated but will require less than 4 hours of staff time								
2	Update the Commissioner Handbook to include an option for outgoing commissioners to make presentations to other commissions	Chua	1/23/2024	No	City Clerk	Governance & Administration	February 2024 Update: an update to the Commissioner handbook will be brought to the City Council in Spring 2024 incorporating this change.	
3	Workshop for retailers focusing on best practices and safety with plans for quarterly sessions	Chua	1/23/2024	No	Police	Public Safety	February 2024 Update: Staff met with Vice Mayor Chua and Councilmember Barbadillo on February 6, 2024 to clarify the intent of this request and discuss options. Based on this discussion, staff feels that this request is in alignment with the current business outreach program within the Milpitas Police Department and can be incorporated into the existing staff workplan. The team will host this event in the next few months at the Seafood City shopping center on Landess Avenue.	
4	Explore possibility of naming the County library on Main Street	Phan	1/23/2024	No	Recreation & Community Services	Community Wellness & Open Space	February 2024 Update: Staff will reach out to the County in February 2024 to determine the process for a potential name change. It is possible that this could turn into a work effort in excess of 4 hours in the future pending the results of this discussion. If it does, staff will bring this item back to council for a discussion regarding prioritization.	
5	Request that the Arts Commission explore alternatives for future of statue in front of City Hall	Phan	1/30/2024	No	Recreation & Community Services	Community Wellness & Open Space	February 2024 Update: During February or March 2024, staff will request that the Arts Commission have a discussion about potential alternatives for the statue in front of City Hall. It is possible that this could turn into a work effort in excess of 4 hours in the future pending the results of this discussion. If it does, staff will bring this item back to council for a discussion regarding prioritization.	
Group 3 - Items that are currently underway and/or already included in workplan								
6	Charter City Evaluation	Phan	9/5/2023	Yes	City Manager, City Attorney	Governance & Administration	February 2024 Update: At the January 30, 2024 Operating budget study session consensus was received to allocate funding towards this effort as part of the Fiscal Year 2024-2025 Operating budget. Further work on this item is pending budget allocation. November 2023 update: see attached writeup	
7	Main Street International Festival	Lien	10/3/2023	Yes	Recreation & Community Services	Community Wellness & Open Space	February 2024 Update: At the January 30, 2024 operating budget study session consensus was received to continue to discuss this item as part of the re-organization of the events calendar that the Recreation & Community Services department is reviewing with the City Council. November 2023 update: see attached writeup	
8	Explore Ordinance for Residential Home Solicitors	Barbadillo	10/3/2023	No	City Attorney	Public Safety	February 2024 update: The City Attorney's Office has researched the issue and is preparing to bring forth a model ordinance for council's consideration in spring of 2024.	

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
9	Staff to have staff complete analysis if, working with the County, it would be beneficial to have a location where residents can pickup Narcan	Chua	9/5/2023	No	Fire	Public Safety	February 2024 update: Fire Staff is developing a informational memo for Council that will provide an update on various programs and actions that can be implemented in the community to minimize the impacts of the Opioid Epidemic. Fire anticipates that the information will be ready to share with Council by March 2024. November 2023 update: Staff will provide an update on this analysis to the Mayor and City Council by the end of 2023.	
10	Recreation & Community Services Department to Review of potentially returning additional programs for Bingo and Senior Trips	Chua	11/7/2023	No	Recreation	Community Wellness & Open Space	February 2024 Update: Staff is assessing Bingo equipment and will be starting a new Bingo license application in Spring 2024. Staff is assessing alternate ways to provide trips to seniors until and potentially after the new van has been purchased. November 2023 update: Bingo: Senior Center Bingo participation had reduced drastically before the pandemic with an average of 20 people per session. Contributing factors could have been the normal loss of participants due to moving away, moving into care homes, and/or the opening of Milpitas Charity Bingo. Staff has heard from some seniors that the buy-in costs at Charity Bingo are too expensive. Recreation program staff is currently investigating the option of renewing the City's Bingo License and potentially bringing back the program opportunity utilizing volunteers. Staff will report back to the City Council once this analysis is completed. Trips: The Senior Center has monthly meetup trips at local destinations. There is also the "Foodie Club" which is an open club of senior center members that meet once a month at a Milpitas restaurant. The large Senior Center Bus that was previously used to transport Seniors to these destinations is has been de-commissioned as it met the end of it's useful life. The City has funding for a new van. Once this new van is purchased, staff will resume a hybrid trip program that will both meet up with seniors who can drive and transport seniors who cannot to destinations. Given overall nationwide fleet procurement challenges, it is anticipated that the purchase of this van would take up to 9 months.	
11	City Employment Job Fair at City Hall	Chua	5/2/2023	No	Human Resources	Governance & Administration	February 2024 Update: Staff is partnering with Recreation and Community Services to identify 1-2 existing community events this year for HR to host a "Careers with the City of Milpitas" table to share information about open opportunities and education about the mission driven work of our full service City. November 2023 update: Staff will coordinate with an upcoming community event to staff a table to promote employment opportunities within the City of Milpitas. June 2023 update: Staff is evaluating synergies with existing Economic Development activities and endeavors to which recruiting efforts can be incorporated and creates space for multiple events throughout the year increasing overall exposure to local talent.	

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
12	Look into possibility of Senior citywide discount from all Milpitas businesses.	Barbadillo	2/7/2023	Yes	City Attorney/City Manager	Community Wellness & Open Space	February 2024 update: At the January 30, 2024 Operating budget study session consensus was received to allocate funding towards this effort as part of the Fiscal Year 2024-2025 Operating budget. Further work on this item is pending budget allocation, however staff is in the process of meeting with a survey consultant to receive a firm cost estimate on a potential survey of businesses for this proposal. November 2023 update: Staff have begun preliminary investigation into alternatives and staff anticipates being able to frame potential options and next steps more thoroughly by early 2024. June 2023 update: see attached writeup	
13	Satellite Consulate Office	Montano	2/28/2023	Yes	Economic Development	Economic Development & Job Growth	February 2024 Update: Economic Development contacted the Philippine Consulate General, San Francisco, Consulate General of India, Consulate General of Vietnam, and the Consulate General of the People's Republic of China via email and voicemail messages in 2023. Staff heard back from the Philippine Consulate General only. Economic Development and Recreation and Community Services staff have coordinated service on April 13, 2024 for a Consular Outreach Mission to be held at the Community Center Auditorium. November 2023 update: The Office of Economic Development is coordinating with the Recreation & Community Services team and the Philippine Consulate General (San Francisco) to coordinate an outreach event at the Milpitas Community Center. The current target date for this outreach is a Saturday in January 2024. June 2023 update: see attached writeup	
14	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	Yes	Recreation & Community Services	Community Wellness & Open Space	February 2024 update: Staff conducted multiple survey outreach efforts resulting in lower than anticipated participation. Initial results are being reviewed and staff will follow up with the City Council on next steps. November 2023 update: Staff is conducting a Teen Center User Survey with the teens of Milpitas ages 12 - 18. Feedback from this survey is anticipated to be completed by mid November 2023. June 2023 update: A Teen Center Survey has been released and is currently gathering responses. It is anticipated that data on the use of the center and/or its programs relative to it's proximity to home and/or school, and the type of programming desired will provide the input needed for the resolution to this request.	

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
15	City Manager to look into implementing a workshop for small businesses on the bidding process for projects in the city.	Chua	8/9/2022	Yes	City Manager/Economic Development/Public Works/Engineering	Economic Development & Job Growth	February 2024 Update: Staff will either present or have a booth to share information about the City's bidding process at the Milpitas Small Business Expo on Saturday, April 20, 2024. November 2023 update: Staff presented in August to the Economic Development and Trade Commission. Feedback was received regarding the need for more thorough metrics regarding current local business participation and goals of the program. June 2023 update: Staff was scheduled to provide a report to the Economic Development and Trade Commission on June 12, 2023 however that meeting with postponed due to lack of quorum. Staff will present to the Commission at the next available date. Further analysis on options and alternatives to connect more local and local small City of Milpitas businesses to our procurement processes will continue through 2023.	
16	Discuss converting vacant lot that was a basketball court into a community garden at Vasona and Adobe.	Montano	8/16/2022	Yes	Recreation & Community Services/Engineering	Community Wellness & Open Space	February 2024 Update: Based on community feedback and higher priority park improvements to be funded throughout the City, staff is not recommending to fund this project in the FY 2024-2025 Proposed CIP Budget. If funding is not secured in the Fiscal Year 2024-2024 Budget process this item will be closed out until such time as funding is secured. November 2023 update: As the survey was completed, this item is on hold pending potential future capital budget allocation. June 2023 update: Staff conducted a survey of residents within an 800 foot radius from Adobe Ave., asking for feedback on potential recreational improvements to the area. Notification was sent via postcard to individual homes, NextDoor, Facebook, and Instagram. The survey was out for 3 weeks and 43 responses were received. Of those received, 16 identified themselves as living in the Adobe Ave/Vasona St. Neighborhood. The majority of residents currently use Adobe Ave to walk to school (Curtner Elementary) and as a pedestrian trail for fitness. Survey takers responded most favorably to turning the area into a parklet with some benches and greenery, followed by interest in a community garden. Residents indicated some concern over new uses of the area creating a noise and loitering issue in the neighborhood. Staff will present consolidate responses to the Mayor and City Council to receive further direction at the next priority setting meeting.	

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
17	Pickleball Pilot Project	Chua	2/28/2023	Yes	Recreation & Community Services	Community Wellness & Open Space	February 2024 update: A new community survey was conducted from December 2023 through January 2024. A community meeting was held on February 8, 2024 to receive further input. Staff expects to return to the City Council for a final recommendation on the use of Hall Park Courts for tennis and/or pickleball in March 2024. November 2023: Staff is currently engaged in a community outreach process to determine the potential uses of the City Council allocated \$100,000 to create a permanent pickleball opportunity in Milpitas. Staff anticipates returning to the City Council with a recommendation on this prior to the end of 2023. Recently the tennis community has engaged of the tennis around this project topic, and so staff anticipates returning to City Council with a recommendation after the first of the year. June 2023 update: The Pickleball Pilot program concludes at the end of July. Due to its documented success, City Council has provided budget allocations of \$100,000 for permanent pickleball courts. Until such time as the court system(s) are in place, pickleball will continue as operating at Hall Park Tennis Courts and Gill Park Handball courts. Additionally, staff will work to phase out Pickleball at the Browne Tennis Courts, based on feedback by City Council at the approval of the Pickleball Pilot Program.	
18	Main Street Infrastructure Projects	Montano	2/28/2023	Yes	Engineering	Transportation & Transit	February 2024 Update: Staff is still working on determine how to best use and access the \$500,000 that was received during the 2023 Federal earmark process. Additionally, staff has listed this as a priority project for 2024 potential State and Federal earmark dollars. November 2023 update: As part of the 2023 Federal appropriations process, \$500,000 of the requested \$2.1 million was received for the Main Street lighting project. Staff will work with federal and state representatives to review options for use of this funding over the next several months (often it takes several months after the budget is passed in order for staff to be able to work with the Federal Agency responsible for use of funds received). Prior update: As part of the 2023 State and Federal appropriations processes, both State Assemblymember Alex Lee and Federal Representative Ro Khanna have requested funding for Main Street infrastructure improvements. Further information on whether these appropriation requests are approved will be available in late 2023.	

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
19	Main Street Flooding at Library	Chua	2/28/2023	Yes	Public Works	Environment	February 2024 update: As part of the proposed Fiscal Year 2024-2025 Budget study session on February 22, 2024, staff will be presenting options to conduct a feasibility study to inform what engineering solutions would be required and to determine order of magnitude costs. November 2023 update: Staff is reviewing the Technical Memo regarding removal of the weir wall at the Wrigley Ford Pump Station. Once confirmed there would be no adverse impacts to the pump station/trash rack operations, staff will schedule construction to remove the weir wall. June 2023 update: Staff will continue to explore short-term mitigation as part of the FY 23/24 CIP program. Funds have been budgeted in FY 23/24 for the possible replacement/removal of the flap gate, should that be determined to be a viable option. Furthermore, three very small CIPs to address existing undersized pipes have been identified in the Downtown Specific Plan area which could improve flow. Those will be investigated as well in FY 23/24.	Funding is readily available for the establishment of a CIP.
20	Evaluate reopening the childcare center with a non-profit organization running the center	Montano	2/1/2022		Recreation & Community Services	Community Wellness & Open Space	February 2024 update: Staff is working on creating capacity in the workplan for further analysis on this item. No additional update at this time. November 2023 update: City staff have performed preliminary evaluations of the Sal Cracolice and Milpitas Community Center Facilities. Based on these preliminary evaluations, significant challenges would likely deter the improvements required to become a licensed childcare facility. However, as a next step, staff will be reaching out to a non profit partner and/or the Santa Clara County Office of Education to receive a third party opinion on staff's preliminary evaluation. June 2023 update: Staff are currently working on this request, identifying the improvements to the Sal Cracolice Recreation Facility that would be required for a licensed childcare provider to operate in the building. Prior updates: No additional funds required to complete the internal review. Internal review can be done by late 2023. Approved during Spring Quarterly City Council Workplan Items Prioritization Discussion on 5/03/2022.	

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
21	Have a picture of Albert Vogel Sr. put up in the Senior Center & Include Maria Lemire on the Mural in front of the Senior Center	Montano	10/19/2021 & 8/17/2021		Recreation & Community Services	Community Wellness & Open Space	February 2024 update: Staff is working on developing a contract with an artist for this work. November 2023 update: At this time, staff is proceeding with the original city council approved names - Maria Lemery and Albert Vogel - to add to the mural. Additional names would require City Council direction. June 2023 update: The approved CC request included to add Maria Lemery and Albert Vogel to the Mural at the Senior Center. Staff has spoken to the artist and confirmed that additional images would not fit with the existing piece. However, due to the location of the current mural, additional mural panels featuring additional people could be added to the senior center entry way. Staff received interest from Mayor Montano to add Joanne Souza to this request. Prior updates: No additional funding needed. Need final names from City Council. . Approved to move forward at the 1/11/2022 Council meeting; Staff engaged the artist of the existing mural regarding this Council approved item.	
22	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022		Recreation & Community Services	Community Wellness & Open Space	February 2024 update: Staff met with the family of the Skateboarder and is working with them on plaque language. November 2023: Staff will reach out to the family in Fall to start the process to identify the location and plaque wording. June 2023 update: This request was approved as part of the FY23-24 Budget. Staff will begin working with the family in Fall 2023. Prior update: At the January 31 2023 City Council budget hearing, City Council votes to consider this item in the FY 2023-24 budget development. . Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September .	
23	Present Quarterly or Monthly crime statistics on the Homekey Project	Chua	6/7/2022		Housing	Neighborhoods & Housing	February 2024 Update: Staff has continued a regular bi-monthly stakeholders meeting on the Hillview project. The next stakeholder meeting is scheduled for late February 2024. November 2023 update: In September 2023, the the City and project partners began a monthly stakeholder meeting on this topic. Prior update: Next presentation is scheduled for June 20, 2023 City Council meeting. Quarterly reporting started in August 2022.	

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
24	Staff to look into mural Art on Great Mall Parkway on the VTA owned Light rail pillars	Montano	11/16/2021		Recreation & Community Services	Community Wellness & Open Space	February 2024 update: Required permits have been obtained by VTA. Marketing for residents and surrounding businesses to serve on the art project stakeholder group. November 2023 update: Staff are proceeding with this project. Next steps are finalizing the license agreement with the Valley Transportation Authority and outreach to potential artists. June 2023 update: Staff was able to meet with and get approval from VTA in May 2023. Staff are currently completing the appropriate permits associated with this project for VTA approval. Monies for this project are available in the Public Art Fund. Prior updates: VTA is not responsive to requests from the City to meet on this project. A discussion on other locations or projects with Council may be needed. . Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved at the 5/03/2022 meeting; discussed funding at the 5/10/2022 budget meeting and approved \$100,000 of funding for only one site.	
Group 4 – items that have been completed, postponed indefinitely, or withdrawn since last City Council update								
25	Evaluation of Milpitas Sports Center for additional indoor pickleball location	Chua	8/2/2023	No	Recreation & Community Services	Community Wellness & Open Space	February 2024 Update: Staff has reviewed the identified location and determined that this specific room is not suitable for pickleball. Staff will close out this particular request, however staff will still track the priority for increased pickleball facilities in Milpitas in the "pickleball pilot program" line item on this spreadsheet. November 2023 update: Staff will perform this preliminary evaluation by November 2023 and provide the response in an email to the Mayor and City Council.	
26	Evaluation of Facilities that are not named and CIP Program Update	Phan	9/19/2023	No	City Manager	Community Wellness & Open Space	February 2024 Update: Staff received clarification from Councilmember Phan at the January 23, 2024 City Council meeting to focus this request on the library and this item is being tracked on a separate line item. Additionally, a status of key CIP projects are included in the City Manager's bi-weekly report. This item will be closed out. November 2023 update: Staff will develop an informational memorandum regarding the naming of facilities, including un-named current and future facilities. Additionally, staff will (1) continue to include capital project status in weekly reports to the Mayor and City Council and (2) Include a status of capital projects in the upcoming Capital Improvement Program study session in early 2024.	
27	Retail Theft: Provide review of what is being worked on locally versus State	Barbadillo	10/3/2023	No	City Attorney	Public Safety	February 2024 update: After consultation with the Police Department, CAO has determined that there is not a viable legislative solution for retail theft at the municipal level. PD, CAO, and CMO are working on a means of education for retailers regarding retail theft. This effort is being tracked as part of the "Workshop for Retailers" item that is being tracked separately on this priority list so this specific line item will be closed out.	

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
28	Provide Information on City's Gray Water Rebate Program and Options	Montano	10/17/2023	No	Public Works	Environment	February 2024 update: On November 7, 2023 a city council agenda report was approved with information and a contract amendment for the City's relationship with Valley Water regarding our water conservation partnership, including the gray water program. The City continues to partner with Valley Water on the grey water program rebate. Given this continued relationship, this item will be closed out. Further information can be found here: www.valleywater.org/saving-water/rebates-surveys/graywater-rebate November 2023 update: The City of Milpitas currently partners with Valley Water to match Valley Water's existing \$200 homeowner rebate for grey water system installation with an additional \$200 for a total potential rebate of \$400. Current participations from City of Milpitas residents in this program is very low due to the expense and return of investment on a grey water system, as opposed to the more popular lawn conversion rebate programs. Staff will provide an informational memorandum to the Mayor and City Council with further details on this program.	
29	Police Substation Feasibility Analysis in Metro Area	Montano	2/28/2023	Yes	Engineering	Public Safety	February 2024 update: An informational memorandum has been distributed for this project in February 2024. This project will continue to be tracked as part of future public infrastructure needs in the Metro Area. Since this task (info memo) has been completed, this item will be closed out from this tracking list. November 2023 update: Feasibility study for PD substation on City Parcels 2 and 3 at Main Street is underway. An informational memorandum with costs developed in the study is planned to be released in October or November 2023. Prior update: Feasibility study for PD substation on City Parcels 2 and 3 at Main Street is underway and is anticipated to be completed by December 2023. Staff is also exploring alternative location for the substation.	

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
30	Create a plan for future solar paneling at City facilities	Montano	3/1/2022	Yes	Public Works	Environment	February 2024 Update: As funding was not received in calendar year 2023 for a Federal earmark staff and staff is not working on any specific new projects, staff is recommending that this line item be closed out at this time. Staff will continue to pursue options to increase solar on facilities as noted in the November 2023 update. November 2023 update: Staff have recieved word that our request for Federal funding for this project was not selected to move forward. Staff are continuing to look for other sources of funding or other grants for the Public Safety/Public Works solar/battery microgrid project. June 2023 update: As part of the 2023 Federal appropriations process, the City has requested for funding for solar panels and a microgrid system at the Police, Public Works, IT Building. Both Senators Feinstein and Padilla have moved this request to the Federal appropriations committee. Further information on whether this request receives funding will be available in late 2023. Prior Updates: As discussed with the City Council at the 1/31/2023 Budget Study Session, staff will continue to explore grant opportunities to install additional solar panels on City facilities. However, staff will only proceed with further development if this grant funding is identified so work (other than reviewing grant opportunities) is on hold at this time. Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward at the 5/03/2022 meeting; Discussed at the May 10 budget meeting and approved funding of \$25,000 in the 2022-23 budget. Discussed at 1/31/2023 Budget Study Session, Council directed staff to seek grant funding to move this item forward.	
31	Explore an ordinance or policy to reduce thefts and increase security in the commercial retail parking areas	Chua	4/5/2022		Police, Economic Development	Public Safety	February 2024 Update: Preliminary Crime Statistics indicate a 24.4% reduction in property crime. The data suggests existing police department strategies are effective. Staff is recommending that this item be closed out and that the efforts to work with our community on reducing theft in commercial and retail parking areas be tracked as part of the retail workshops that have been added to this priority list for tracking. November 2023 update: The City has seen a reduction of auto burglaries in City of Milpitas shopping centers. Police will continue to collaborate with those shopping centers and business owners that are receptive and will continue to conduct proactive patrols of shopping centers, and will continue to work with regional law enforcement partners by sharing information and working together to identify and arrest criminals affecting our retail sites. June 2023 update: Security measures can be mandated for new or renevatng development projects but cannot be mandated for existing businesses. The Police Department has taken action to partner with existing businesses, including McCarthy Ranch and the shopping center at Barber Lane with regard to educaton and deterance, including placement of signage and cameras. Prior updates: CAO conducting legal review of policies requiring businesses to hire security/install cameras . Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
32	Staff to create a plan on how to increase the number of local businesses doing business with the City	Chua	4/6/2021		Economic Development	Economic Development & Job Growth	November 2023 update: See update to prior item titled "City Manager to look into implementing a workshop for small businesses on the bidding process for projects in the city." This item will be move to the "closed" list and tracked/combined with this item. Prior updates: See update to prior item titled "City Manager to look into implementing a workshop for small businesses on the bidding process for projects in the city." At the 8/9/2021 Council meeting, Council voted that this item may have to come back for additional discussion because there may be some legal considerations. City Attorney to weigh in.	

Attachment 2 – City Council Referral #01 Affordable Housing Ordinance

(requires more than 4 hours of staff time)

Category and Topic No.	Topic:	Requested by:
Ordinances and Policies, CC01	Affordable Housing Ordinance	Mayor Carmen Montano
Lead Department/Office	Supporting Department(s)/Office(s)	
Housing	City Manager's Office	
Council Priority Areas	Estimated Completion Date	Estimated Cost
Neighborhoods and Housing	TBD	\$50,000 to \$75,000
		Funding Needed
		Funding can be accessed from one of the existing housing funds listed below as part of an upcoming budget action such as the Mid-Year budget process in February 2024. Fund 216 – Affordable Housing Community Benefit Fund; Fund 217 – Affordable Housing Unrestricted Fund; Fund 295 – Housing Authority Fund
Description of Required Work Effort		
At the December 5, 2023, City Council meeting, Mayor Montano requested that staff explore the possibility of amending the Affordable Housing Ordinance to increase the level of affordable housing required from 15% to 20%. To amend the ordinance's affordability requirement from 15% to 20%, the City Council would need to consider development community input. Community roundtables, stakeholder interviews, and/or other outreach events would be necessary to gauge feedback of such an increase. Additionally, a creation of a financial feasibility document would be recommended. Policy Evaluation and Timing Should the Council desire to proceed with this priority item, a staff analysis would be required. Staff would need approximately 6 months to develop an outreach plan, gather community and stakeholder feedback, make the appropriate recommendations, and finalize the language in the amended ordinance for city council consideration. In order to facilitate the 6-month timeline noted above, staff would require a subject matter expert or consultant who can focus on this project.		

1. If approved, staff anticipates beginning work in August 2024 with an expected completion date of February 2025, this would require an additional staff member and a consultant for a financial feasibility report at an estimated cost of \$50,000 to \$75,000 for a 6-month period.

Status Update as of November 2023

The Mayor and City Council adopted Affordable Housing Ordinance 297 on June 19, 2018. The ordinance requires any new development of more than 10 units to provide 15% of those units as affordable. Affordable unit is defined as an ownership or rental dwelling unit, including senior housing, that is rented or sold at an affordable housing cost to households with very low, low, or moderate incomes.

In January 2022, Council approved a minor amendment to Affordable Housing Ordinance 297 to encourage more on-site affordable housing production and to add clarity and consistency throughout the ordinance.

Staff has also proposed additional changes to the Affordable Housing Ordinance relating to fractional units, design and distribution of affordable units, clarification of accessory dwelling units, allowing mixed tenure compliance, removing credit transfer option, extending ownership unit affordability from 45 to 55 years, and broadening the criteria for preferences, among others. These proposed changes are for the most part consistent with the existing ordinance and are primarily intended to add clarity and consistency to the ordinance.

No further action has been taken to date.

Council Clarification/Further Direction Requested

If the Mayor and City Council provide staff direction to proceed, feedback in the following areas would be beneficial in order for staff to better define the next steps and work products:

- 1) Do the Mayor and City Council have any feedback on the level and methods of stakeholder feedback that staff should solicit?
- 2) Are the Mayor and City Council open to considering alternatives beyond just increasing the threshold to 20%? An example would be reducing the requirement to 10% if those 10% are all extremely low-income units.

Other Considerations

Comparison to other jurisdictions

Staff performed preliminary research into the level of affordable housing being required in other jurisdictions in the Bay Area. Preliminary data is as follows:

- San Jose, Campbell, Santa Clara, Mountain View: 15%
- Morgan Hill (15% for 2 or more units)
- Sunnyvale (15% for ownership, no requirement for rental)
- No ordinance: Cupertino, Gilroy, Los Gatos, Monte Sereno, Palo Alto, Saratoga
- Los Altos: 5-9 units = 15%, 10 or more – 20% at low income or 15% at very low income
- San Francisco: 21.5% of apartments, 23.5% of condos – looking at 12-16%

Other alternatives

As discussed in the “further clarification” section above, there are other alternatives that may be available for considerations. Some of these alternatives are listed below:

City Council could consider any of the following or a combination:

1. Increase the level of affordable housing required to 20% if affordability is based on moderate income, 15% if low income, and 10% if very/extremely low income
2. Enhance affordability by capping moderate income at 100% of the Area Median Income Limit instead of 120% (e.g. for a family of 4 that would be a cap difference of \$217,550 to \$181,300)
3. Keep Affordable Housing Ordinance at 15% and include a percentage requirement of 15% for extremely low income and/or very low-income households.

Attachment 3
List of Completed, Postponed or Withdrawn Items

Group 4 – items that have been completed, deferred, or withdrawn						
1	Add Green Bike Lanes	Tran, Montano	9/17/2019	N/A	Engineering	Included in CIP
2	Adopt Resolution similar to County's re: xenophobia, discrimination	Dominguez	4/21/2020	N/A	CMO, CAO	Added to the consent calendar and adopted Resolution on 5/5/2020
3	Agendize a Flag Raising for India Independence Day	Tran	6/14/2022		Recreation	Item added to 6/21/2022 Consent Calendar
4	Agendize an update to the Lobbyist Ordinance for the next meeting	Chua	3/1/2022		City Attorney	Discussed at 3/15 City Council Meeting; At the 3/15/2022 Council Meeting, City Attorney was directed to bring back a proposed ordinance amendment for further discussion; Council approved the ordinance on 6/7/2022
5	Amend Accessory Dwelling Units (ADU) ordinance to address unpermitted ADUs	Chua	1/5/2021	Yes	Building Safety & Housing, Planning	Safe ADU Legalization Program is launched on 3/24/2022, utilizing ARPA funding. No Ordinance amendment is necessary.
6	Amend Ordinance to remove affordable housing in-lieu fee	Chua	12/15/2020	Yes	Building Safety & Housing, CAO	Amended Affordable Housing Ordinance adopted on 2/1/2022.
7	Below Market Rate (BMR) units - process for selecting applicants	Chua	10/19/2021	Yes	Building Safety and Housing, CAO	Info Memo sent to Council on 1/14/2022 and 3/17/2022.
8	BMR Homes sub-lease option during COVID-19	Chua	1/19/2021	No	CAO, Building & Housing	Info Memo sent on 4/26/2021
9	Bring back a conversation in the budget meeting to fund "walking beats" in the commercial and high crime areas	Dominguez	4/5/2022		Police	At the 4/5/2022 City Council meeting, this item was discussed and there was direction from Councilmember Dominguez to work with the City Manager to find funding sources
10	Bring back update report & discuss status of playing fields for girls' softball in Milpitas	Dominguez	10/20/2020	N/A	CMO, Recreation	Discussed on 02/11/2021, amended JUA for Russell approved on 6/15/2021
11	Celebrate Mexican Independence Day annually on September 16	Montano	6/2/2020	N/A	Recreation	Approved on consent 8/18/2020
12	City to highlight mental health resources on the website	Dominguez	8/17/2021		Recreation	Staff will issue an email this week (week of 7/25)
13	Community Theatre, perhaps with MUSD	Nuñez, Phan	8/20/2019	N/A	Recreation, CMO	Discussed @ CIP Study Session on 4/14/2020; councilmembers asked outdoor amphitheater to be placed into the tail end of 5 year CIP
14	Community Workforce Agreement (PLA)	Phan	2/18/2020	Yes	CMO, CAO, Engineering	Council voted to remove this item from the list on 2/02/2021 per CM Phan's request
15	Consider "Old Town" Main St. revitalization, funding, economic dev., improve area	Montano	12/15/2020	Yes	CMO, Planning, Engineering, Finance	Council provided direction to move forward with revitalization efforts on May 11, 2021. Staff is working on various items related to revitalization and have provided subsequent updates to the Council in October and to the Main Street Revitalization Subcommittee in September and November.
16	Consider adding state certification NEC for electrical work done in the City (safety)	Dominguez	6/30/2020	N/A	Building & Housing	Not needed, staff is certified

Attachment 3
List of Completed, Postponed or Withdrawn Items

Group 4 – items that have been completed, deferred, or withdrawn						
17	Consider change in Commission structure, on term limits	Tran	12/15/2020	N/A	Recreation, CMO	Completed on 1/19/2021
18	Consider change in term limits for Mayor + Councilmembers	Montano	6/16/2020		City Attorney, City Manager	8/4/2020: Voted 3 -2 to pursue; 2/02/2021 to agendize for a future meeting; 3/16/2021 voted 3-1-1 to move forward. Scheduled for 3/15/2022; rescheduled for 4/05/2022; 4/05/2022 could gave direction to move forward with Councilmember term limits and discuss the Mayoral seat at a later date; Discussed at the 5/10/2022 budget meeting and had a consensus not want to move foward with a ballot measure for the Mayor term limit; Councilmember term limits scheduled for June 7; Scheduled for June 21 meeting
19	Consider Community Museum and Park on Main St.	Phan	8/20/2019	N/A	CMO	To be considered as part of Specific Plan process
20	Consider expanding the Fee Waiver Policy eligibility to non-profit organizations outside of Milpitas but the events are specific to Milpitas residents	Chua	3/15/2022		Recreation	Council approved the policy revision at the June 21 2022 City Council meeting.
21	Consider funding to implement and create a homelessness encampment response team to be dispatched to encampment sites to address concerns, talked about creating a position to provide mental health assistance, and would like this to be brought back for discussion at the budget meeting	Dominguez	3/15/2022		City Manager, Public Safety, Recreation, Public Works	Direction from Council to bring forward as part of FY 22-23 budget discussion; at the May 10 Budget Study Session Council did not direct to do any further work on this item.
22	Consider naming "Milpitas Hills"	Dominguez	10/20/2020	Yes	Econ. Dev.	Deferred indefinitely on 2/02/2021; did not receive a majority vote from 2/02/2021 council meeting
23	Consider rescinding direction given on 1355 California Circle project and allow the project application to move forward without being tied to a specific plan (Original request was for item to be placed on November 2 agenda)	Chua	10/19/2021		Planning, CAO	Staff is working with the developer on options to move the project forward.
24	Consider satellite consular offices (post Covid)	Montano	6/2/2020	Yes	CMO	Deferred indefinitely per VM Montano's request on 2/02/2021 council meeting
25	Create an "Incentive Corner," which will be a sub-page with links to different freebies, grants, and incentives from the City and the regions, including the Water District and Silicon Valley Clean Energy	Chua	8/17/2021	No	Information Technology, Public Works	"Incentive Corner" webpage is live on the City's website. Banner posted on 3/28/2022.
26	Designate the California Oak Tree as the City's official heritage tree	Montano	2/1/2022		Recreation	Council approved at the 6/7/2022 meeting.

Attachment 3
List of Completed, Postponed or Withdrawn Items

Group 4 – items that have been completed, deferred, or withdrawn						
27	Discuss a "safety first" or other event in lieu of National Night Out (per CAC)	Phan	10/20/2020	Yes	Building & Housing, Police	Remove from the list per CM Phan's request on 2/02/2021 council meeting
28	Discuss budget reductions in next FY with input from residents, employees	Nuñez	10/6/2020	N/A	Finance, CMO	On 10/20/2020, to 11/10, 11/17
29	Discuss having 4th of July parade	Nuñez	2/18/2020	N/A	Recreation	No longer under discussion
30	Discuss potential litigation - re: govts' action on Jamboree-Project Homekey	Tran	10/6/2020	N/A	Building & Housing, CMO, CAO	Multiple Closed Sessions - Oct. 2020
31	Discussion in the next fiscal year, to have a sliding scale permitting program for seniors and low-income residence for necessary safety renovations	Tran	5/4/2021		Building Safety & Housing, Planning	8/09/2021 Council voted 5-0 to move this item forward and modify the existing Milpitas Assistance Program to include seniors; MAP continues to be available for low income seniors and sufficient funding was budgeted for FY 2022-23.
32	Discussion of campaign finance reform and/or Open Government Ordinance	Phan	6/30/2020	N/A	City Clerk, CAO	Withdrawn @ 8/4/2020 CC meeting
33	Discussion of Minute Man as City's image, when City branding comes back	Phan	8/18/2020	N/A	CMO	Staff and consultant presented the item on 5/4/2021, due to the late hour it was deferred to a future meeting. Council provided input that the Minute Man discussion will not be pursued further.
34	Discussion on possible tax measures	Tran, Phan	4/21/2020	N/A	Finance	Done on 5/15/2020
35	Discussion to reduce the City's Senior Center facilities deposit	Montano	5/4/2021		Recreation, Finance	8/09/2021 Council voted 5-0 to refer this item as part of the development of the FY 2022-23 Master Fee Schedule; Council approved the item on 4/19 as part of the adoption of the Master Fee Schedule
36	Discussion/staff report on Beautify Milpitas, graffiti abatement, resources	Montano	6/30/2020	Yes	CMO, PW	City Council approved the Beautify Milpitas program on June 1, 2021
37	Donate old, obsolete, noncompliance items from the Fire Department to Sister City Dagupan Philippines	Chua	8/9/2021	Yes	Fire, CAO, Finance	Council approved the resolution for donations of personal protective equipment on March 1, 2022 and staff implemented the program by the end of March.
38	Economic Development Corporation (EDC)	Montano	12/15/2020, 01/05/2021, 01/19/2021, 01/26/2021	Yes	CMO, Econ. Dev.	Deferred on 4/20/2021
39	Emergency item for next agenda: extend tenant eviction protections	Dominguez	6/16/2020	N/A	Building & Housing, CAO	Withdrawn, covered by other govt
40	Emergency request to cap rents on small businesses (tenants) in Milpitas	Dominguez	10/6/2020	N/A	Econ. Dev., CAO	On 12/01/20. Not supported
41	Establish "ADU Mondays"	Chua	1/5/2021	No	Building & Housing, Planning	Launched in March 2021
42	Establish a Day Worker Program	Montano	6/16/2020	Yes	CMO	Mayor & Vice Mayor to brainstorm in future; Council voted to remove this item from the list on 2/02/2021 per VM Montano's request
43	Establish Milpitas coronavirus testing site	Phan	4/7/2020	N/A	FCMO, Fire, CAO	Completed

Attachment 3
List of Completed, Postponed or Withdrawn Items

Group 4 – items that have been completed, deferred, or withdrawn						
44	Expedite process for Measure F Oversight Committee	Chua	12/15/2020	N/A	Finance	Staff explained planned process, appts. were approved by Council in March 2021
45	Explore a lease for the vacant land adjacent to the Library for City use	Tran	1/18/2022		City Manager, Economic Development, City Attorney	February 2023 update: At the January 31, 2023 City Council Budget Study Session staff was directed to drop this item from the priority list. Prior Updates: Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward at the 5/03/2022 meeting.
46	Explore increasing the Conferences/Meetings/Memberships allowance for each Councilmember to \$10,000	Chua	5/17/2022		City Manager	On 6/07/22, City Council did not approve increasing the allowance as part of the adoption of the FY 2022-23 Budget; however, Council provided direction to review funding need as part of the FY 2022-23 mid-year budget review.
47	Extend the outdoor dining options through March of next year	Phan	9/21/2021	No	Planning	Planning Director to provide information on current outdoor dining extension
48	Fee waiver for the Chamber of Commerce for either the Oktoberfest or Arts and wine Festival	Montano	3/1/2022	Yes	Recreation	Staff reached out to the Chamber of Commerce. The Chamber may seek a fee waiver next fiscal year.
49	Fee waiver for the Christian Worship Center's Easter Egg Hunt event	Tran	3/1/2022		Recreation	The City Council approved a fee waiver for this event on April 5, 2022.
50	Fee waiver for the Filipino American South Bay Community to hold pop-up resource fair at a City Park	Dominguez	3/1/2022		Recreation	Staff engaged organizers of the event; event was held on June 19; organizers did not request a fee waiver.
51	Fee waiver for the Kiwanis Annual Crab Feed event	Tran	3/1/2022		Recreation	Approved at the 3/15/2022 Council Meeting
52	Form "Beautify Milpitas" subcommittee - for a future Task Force or Commission	Chua	12/15/2020	Yes	CMO, PW	Council approved the Beautify Milpitas program on June 1, 2021. No subcommittee to be formed.
53	Form a Historical Commission	Montano	6/2/2020	N/A	Recreation, CMO	Already part of PRCRC. Commission discussed on 01-05- 2021, no change
54	Form a Homelessness Task Force	Tran	12/15/2020	N/A	CMO	Approved by Council on 1/5/21
55	Guide small businesses on ADA (Americans with Disabilities Act) requirements due to the quick changes made to facilities during the pandemic	Chua	8/5/2021	No	Economic Development	SVEDA/SV Joint Venture hosted the "SV Small Businesses & ADA Compliance" webinar on 11/3/21. Several Milpitas business reps, & staff from Econ. Dev. & Building participated. Staff met with reps from CA Comm. on Disability Access to discuss business education & outreach.
56	Host a Townhall at City Hall in January, February, and March for the community to share comments about the issue of the unhoused	Tran	11/2/2021	Yes	CMO, CAO, Police, Public Works	Deferred by Mayor Tran because of public health status
57	Illegal dumping	Phan	10/5/2021	Yes	Public Works	Info Memo sent to Council on 2/25/2022
58	Incorporate a Press Release Policy (if there is an existing policy) in the City Council Handbook	Tran	8/17/2021	Yes	CMO, CAO	The City Council Handbook was adopted at the Jan. 11, 2022 City Council meeting.

Attachment 3
List of Completed, Postponed or Withdrawn Items

Group 4 – items that have been completed, deferred, or withdrawn						
59	Increase number of commission members from seven to nine on the Parks, Recreation and Cultural Resources Commission	Montano	10/5/2021	Yes	CMO, Recreation, City Clerk	Council approved Bylaw changes at the April 19 Council meeting
60	Increase the City's rebate program to match Valley Water's two dollars rebate increase and look into expanding the "Lawn Buster" program to more residents based on income	Chua	6/15/2021	Yes	Public Works	On October 19, 2021, the Council approved a contract amendment with the Santa Clara Valley Water District (District) to match the District's rebate amount and to authorize the City to manage the "Lawn Buster" program with "Our City Forest" on behalf of the District. On December 14, 2021, Council approved a contract with "Our City Forest."
61	Increase the number of local businesses doing business with the City	Chua	4/6/2021	Yes	CMO, Economic Development, Finance	At 8/9/2021 Council meeting, Council voted that this item may have to come back for additional discussion because there may be some legal considerations.
62	Info. on new SB 50 (housing, transit bill)	Phan	1/7/2020	N/A	Building & Housing	Sent memo to City Council
63	Job fair with 20 local businesses to be held soon and an additional one in the fall with the Chamber taking a larger role and the City providing some support	Chua	6/1/2021	Yes	Economic Development	
64	Letter from City Council opposing AB 2181 (Berman) regarding VTA's Board Composition	Tran	6/7/2022		City Manager	Per the email sent to Council on 6/17/2022, consistent with the Council approved Legislative Advocacy Policy, Mayor Tran signed a letter opposing the legislation unless amended.
65	List of city charges/costs that could be waived for small businesses	Dominguez	6/16/2020	N/A	Finance, Econ. Dev.	6/30/2020 info memo
66	Local Boy Scouts Fee Waiver for Eagle Scout Ceremony	Tran	6/7/2022		Recreation	Fee waiver was approved on September 20, 2022.
67	Look into allowing outdoor music and would like the ordinance brought back to Council.	Montano	8/5/2021		Planning	Zoning Ordinance Text Amendment adopted 08/16/2022
68	Look into how the City can be a resource for small businesses to help guide them on what to do in terms of ADA (Americans with Disabilities Act) requirements due to the quick changes made to facilities during the pandemic	Chua	8/5/2021		Economic Development	SVEDA/SV Joint Venture hosted the "SV Small Businesses & ADA Compliance" webinar on 11/3/21. Several Milpitas business reps, & staff from Econ. Dev. & Building participated. Staff met with reps from CA Comm. on Disability Access to discuss business education & outreach.
69	Look into reducing rates for the seniors and low-income families for Sports Center activities	Montano	2/1/2022	Yes	Recreation, Finance	The FY2021-22 Adopted Fee Schedule includes discounted membership and fitness passes for Seniors; low-income families can apply for membership and fitness pass discounts through the Milpitas Assistance Program
70	Maintain Dagupan, P.I. as a Sister City	Tran, Montano	9/17/2019	N/A	CMO	Approved the renewed MOU continuing the Sister City relationship on 12/17/2019

Attachment 3
List of Completed, Postponed or Withdrawn Items

Group 4 – items that have been completed, deferred, or withdrawn						
71	Mayor shall recommend a Milpitas resident to serve on VTA Bike Committee	Dominguez	11/17/2020	N/A	Engineering	12/15/20: resident Kristal Caidoy appointed to VTA BPAC
72	Memorialize those that have passed due to COVID-19 in Milpitas	Dominguez	3/2/2021	Yes	CMO, Recreation	At 8/9/2021, Council provided input that COVID-19 had not yet passed and that the discussion about a memorial should be had at a future time.
73	Mini-libraries in the low-income areas of the City	Montano	4/20/2021	Yes	Planning, Recreation	Discussed on 8/9/2021, staff to follow up with Vice Mayor Montano on specific vision. Staff met with the Vice Mayor. The City will continue to facilitate libraries as needed but will not take a lead role in funding or operating them.
74	No on possible ban on vaping, yes on restricting smoking in multi-unit bldgs	Montano	1/7/2020	Yes	Planning, Recreation, CAO	Ordinance for multi-unit buildings adopted on 6/15/2021
75	Opportunity to share ideas for US census & on City "sponsored" events	Dominguez	9/1/2020	N/A	CMO	12/01: remove census topic, move events to CC retreat 2021; at 1/12 retreat Council direction to cease
76	Ordinance to ban vaping in the City	Montano	12/15/2020		Planning	Study session with Council held 6/21/2022. Tobacco Retail Permitting program has been drafted, but there are unresolved issues with enforcement by Santa Clara County.
77	Outreach to notify the community of the trash voucher program	Chua	9/7/2021	No	Public Works	Staff provided an Information Memorandum regarding the pilot program on April 6, 2022.
78	Parade for MHS Trojans Football	Tran, City Manager	1/21/2020	N/A	Council	Completed 1/28/2020
79	Partner with the Rotary Club of Silicon Andhra to promote the stem cell donor outreach with a webinar and campaign to help increase the number of donors	Chua	8/17/2021		Recreation	Staff will include the stem cell donor information in regularly scheduled wellness event
80	Performance Evaluation (Contract) of City Attorney	Tran	1/5/2021	N/A	Council, CAO	Multiple Council closed session discussions held. Council voted to move to a full time in-house City Attorney on 6/21, additional direction on next steps to be provided to staff in August.
81	PG&E power outage plan presentation to Council	Tran	1/19/2021	No	CMO	Presented to Council on 3/16/2021

Attachment 3
List of Completed, Postponed or Withdrawn Items

Group 4 – items that have been completed, deferred, or withdrawn						
82	Plan to put utility fines into a fund to help small businesses in the City	Montano	12/15/2020	N/A	Finance	Directed staff on 2/02/2021 to approve policy recommendations temporarily suspending penalties for delinquent fire permit fees, and delay or waive business lic. tax collections but no direction to create a separate fund. On 2/16/2021 Council approved waiving business license penalty between Jan 1 - May 31, 2021. Also, the utility late fee and water shut off have been suspended consistent with State Emergency Order (through Sept 31, 2021). Also, Council allocated ARPA funds to assist small businesses.
83	Policy for Proclamations and Commendations	Nuñez, Phan	8/20/2019	N/A	CMO	Withdrawn 6/2/2020
84	Policy for Social Media	Nuñez, Phan	8/20/2019	N/A	CMO, CAO	Withdrawn 6/2/2020; policy already approved by Council
85	Pollination protection	Dominguez	1/5/2021	Yes	CMO	Deferred on 2/02/2021; did not receive a majority vote on 2/02/2021 council meeting
86	Postponement (not waiver) of penalties related to City business fees	Tran	1/5/2021	N/A	Finance	On 2/16/2021 Council approved waiving penalties until May 31. The suspension of penalties is now no longer in effect.
87	Prepare a report on ghost guns; engage in legislative advocacy regarding ghost guns; and incentivize ghost gun buybacks at the May buyback event.	Dominguez Tran	4/5/2022		Police	An Information Memorandum was distributed on August 12, 2022.
88	Prepare Vision Zero Action Plan	Tran	6/7/2022		Engineering, Police	February 2023 update: At the January 31, 2023 City Council budget hearing, the City Council supported staff's recommendation to drop this item from the priority list due to the expense of the study as well as the fact that many traffic safety initiatives and projects are already underway in the City of Milpitas.
89	Proclaim Saturday, March 19, 2022 as Chez the Ice Cream Man Appreciation Day	Tran	3/1/2022	No	City Clerk	Proclaimed at the 3/15/2022 Council Meeting
90	Proclamation and support for face coverings	Montano	4/7/2020	N/A	CMO, CAO	4/21/2020. CC directed City Manager to issue regs
91	Propose building height limits in area east of Milpitas Blvd.	Tran	12/15/2020	Yes	Planning	City Council adopted Zoning Ordinance amendment to limit bldg heights in commercial areas adjacent to low-density residential area, including east of Milpitas Blvd. on 10/04/2022.
92	Provide Commissioners appreciation gifts	Chua	10/19/2021	Yes	CMO, Finance	Staff placed the order of fleece jackets the week of March 14th. Depending on the stock, the appreciation gifts will be distributed during the first two weeks in April 2022.

Attachment 3
List of Completed, Postponed or Withdrawn Items

Group 4 – items that have been completed, deferred, or withdrawn						
93	Read "Code of Conduct" aloud prior to each City Council meeting	Montano	6/2/2020	N/A	CAO	Approved 8/18/2020. City Attorney began this practice 9/01/20
94	Reduce the City's Senior Center facilities deposit for the Auditorium/Community Room	Montano	5/4/2021	Yes	Recreation, Finance	Council approved the reduction of the facilities deposit as part of the adoption of the FY 2022-23 Master Fee Schedule Resolution. Will be brought forward on 4/19 as part of Master Fee Schedule discussion.
95	Reduce the park rental fees for the Samuel Ayer High School reunion	Montano	2/1/2022	No	Recreation	Approved at 3/15/2022 Council meeting. Info Memo on City Council Policy on Fee Waivers & Reductions was sent out on 3/8/2022
96	Rename Augustine Park to include "Sunnyhills"	Tran, Montano	9/17/2019	N/A	Recreation	Approved on 2/4/2020
97	Rename portion of Dixon Landing Rd., as Barack Obama Boulevard	Núñez, Phan	8/20/2019	N/A	Planning, CMO	Deferred indefinitely
98	Report from staff on 2nd federal stimulus package - action plan on funds	Chua	12/15/2020	N/A	CMO, Finance	Info Memo sent to Council on 12/23/2020
99	Report on parking in The Pines	Núñez	1/7/2020	N/A	Engineering	2/18/2020
100	Report on speed cameras like Fremont (radar displays) - no enforcement	Phan	1/7/2020	N/A	Police	1/28/2020, 3/24/2020, 4/14/2020
101	Request for Dumpster Days	Tran	1/7/2020	N/A	PW	Program initiated in Spring 2021
102	Requested a meeting for the subcommittee for the Old Town Main Street be scheduled next month	Montano	1/18/2022	No	CMO	The Subcommittee meeting was held on April 12 at 4:30pm.
103	Requested an agenda item on November 2 Council meeting allowing the Council to rescind direction given to 1355 California Circle and include direction to allow the project application to move forward without being tied to a specific plan	Chua	10/19/2021		Planning	At the 1/18/2022 council meeting, Council voted 4-1 to rescind the direction and direct staff and the application to explore option one in the presentation to amend the General Plan and remove Council policy for the preparation of a Specific Plan
104	Requested discussion and for staff to look at creating a pilot project to accommodate pickleball at Peter Gill Park and would like a feasibility study with a goal of making these courts multi-purpose	Chua	11/16/2021 1/18/2022	Yes	CMO, Recreation, Engineering, Public Works	City Council approved the pilot on 3/15/2022
105	Requested staff work with the Vice Mayor and Mayor to explore and discuss building height limits near the hillside by January 2022	Tran	9/21/2021		Planning	Second reading of draft Zoning Ordinance scheduled for 08/16/2022
106	Requested that staff study the placement of a City sign for the Milpitas Police Department and explore the cost of a new sign	Dominguez	1/18/2022		Public Works, Police	Lighted signage for the Police Department and Public Works and IT was installed and completed the week of January 24th 2023. Landscaping was completed in the Summer of 2022. This item is completed.

Attachment 3
List of Completed, Postponed or Withdrawn Items

Group 4 – items that have been completed, deferred, or withdrawn						
107	Requested that the City have mini-libraries in the low-income areas of the City.	Montano	4/20/2021		Planning	8/09/2021 Council voted 3-1-1 to move this item forward, staff to follow up with Vice Mayor Montano on specific vision. Staff met with the Vice Mayor. The City will continue to facilitate libraries as needed but will not take a lead role in funding or operating them.
108	Requested the City Attorney's office explore encampment ordinances from the City of Oakland, Los Angeles, or other regional cities and would like a discussion on the existing policies to be brought back before the July recess.	Tran	2/15/2022		City Attorney	4/19/2022 direct the City Attorney to make the recommended changes to the Municipal Code to remove and prohibit property in public; the City Attorney will bring forward an ordinance in September 2022.
109	Requested the City create a youth scholarship fund for under privileged kids to play sports	Montano	5/17/2022		Recreation	As part of the adoption of the FY 2022-23 Budget, the City Council allocated \$20,000 for this program. Staff will bring forward a policy framework for this program for Council approval in September 2022.
110	Requested the City extend the outdoor dining options through March of next year	Phan	9/21/2021		Planning	Emergency Outdoor Dining program extended. Draft zoning ordinance with standards for permanent outdoor dining prepared and now under review. Planning expects bring forward draft ordinance for PC and Council consideration before the end of 2022.
111	Require implicit bias training for City Council, Commissioners & staff	Dominguez	6/16/2020	N/A	Human Resources	This item has been completed. The training was held on January 7, 2022 (for City Council) and various dates for staff. Training information was also sent to all Commissioners.
112	Resolution in support of elimination of discrimination v. women	Dominguez	1/7/2020	N/A	CMO, CAO	5/19/2020 Reso. Adopted 8/04/2020 Ord. adopted