



SPECIAL MEETING OF THE MILPITAS CITY COUNCIL



AGENDA

TUESDAY, AUGUST 13, 2024
MILPITAS COMMUNITY CENTER AUDITORIUM
457 E. CALAVERAS BLVD, MILPITAS, CA
5:30 PM

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

** To access written translation during the meeting, scan the QR Code.*

The City Council meeting is held in the Milpitas Community Center Auditorium,
457 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, unless the City Council approves remote public comment. 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 unless the City Council approves remote public comment. To watch via Zoom, please register at:

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

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 (5:30 PM)

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
Agency designated representative: Rick Bolanos, LCW
Bargaining unit: LIUNA, UPEC (Pro-Tech, MEA, MidCon), IAFF, MPOA

(b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to California Government Code Section 54957
Position: City Attorney

(c) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to California Government Code Section 54957
Position: City Manager

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 (6:30 PM)

- National Night Out Commendations for Police Chief, Fire Chief and Block Captains
- American Muslim Appreciation & Awareness Month (Proclamation)

PUBLIC FORUM (6:35 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 (6:45 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 August 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

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

- C2. Approve City Council Meeting Minutes of June 18, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Recommendation: Approve City Council Meeting minutes of June 18, 2024.

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

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

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

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

- C5. Approve Report of Actions Taken by the City Manager During the City Council Summer Recess from June 18 through August 13, 2024 (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Recommendation: Approve report of actions taken by the City Manager during the City Council Summer Recess from June 18 through August 13, 2024.

- C6. Consider the Recommendation from Mayor Montano for Appointments to City Commissions and to the Santa Clara Valley Transportation Authority Bicycle and Pedestrian Advisory Committee (Contact: Mayor Montano, 408-586-3024)**

Recommendation: (1) Receive the recommendation from Mayor Montano and approve appointments to City Commissions; and (2) Appoint Milpitas Resident Ricky Davis as the Milpitas Representative to the Santa Clara Valley Transportation Authority's Bicycle and Pedestrian Advisory Committee (BPAC) for a two-year term.

- C7. Authorize the City Attorney and City Manager to Execute a Contract with Meyers Nave for Contracted Outside Litigation Services (Staff Contact: Michael Mutalipassi, City Attorney, 408-586-3040)**

Recommendation: Authorize the City Attorney and City Manager to execute a contract with Meyers Nave for contracted outside litigation services.

- C8. Approve Additions to the City Naming Lists for New Streets (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**

Recommendation: Approve the addition of Passage, Escapade, and Voyage to the City's Naming List for Streets.

- C9. Approve Updates to the Community Advisory Commission Bylaws, and Approve Changing the Commission Name (Staff Contact: Robert Musallam, Housing Official, 408-586-3275; and Sarah Balcha, Senior Administrative Analyst 408-586-3268)**

Recommendation: (1) Approve updates to the Community Advisory Commission Bylaws; and (2) approve Commission name change to the Community Housing Commission.

- C10. Receive Report on Rent Relief Program, Approve an Agreement with FORWARD to Administer**

the Program, and Approve Programmatic Updates (Staff Contact: Robert Musallam, Housing Official, 408-586-3275)

Recommendation: (1) Receive report on Rent Relief Program, (2) approve transfer of \$763,000 from the State Budget for Homelessness Prevention and Unhoused Services to the Rent Relief Program; (3) authorize the City Manager to execute a Professional Services Agreement, approved by the City Attorney, with FORWARD to administer the Rent Relief Program in an amount not-to-exceed \$763,000, and (4) approve Rent Relief Programmatic updates.

C11. Approve an Agreement with Peninsula Pump & Equipment Inc. for Wet Well Cleaning Services (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)

Recommendation: Approve and authorize the City Manager to execute an agreement with Peninsula Pump & Equipment Inc. for a five-year term in an amount not-to-exceed \$324,060 to provide wet well cleaning services, subject to the annual appropriation of funds.

C12. Adopt a Resolution to Accept the Grant Award from the Metropolitan Transportation Commission and Approve an Agreement with O'Dell Engineering, Inc. for Consultant Services Related to the Innovation District Parks and Trails Master Plan (Staff Contact: Jay Lee, Planning Director, 408-586-3077)

Recommendation: Adopt a resolution to accept a grant award of \$200,000 from the Metropolitan Transportation Commission, award RFP No. 24-126, and authorize the City Manager to execute a Professional Services Agreement with O'Dell Engineering, Inc. for consultant services related to the Innovation District Parks and Trails Master Plan in the amount of \$198,178.

C13. Approve the Final Map and Authorize the City Manager to Execute the Subdivision Improvement Agreement between the City of Milpitas and Toll West Coast, LLC for a Residential Project at 1951 Tarob Court and 675 Trade Zone Boulevard (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; Michael Silveira, City Engineer, 408-586-3303)

Recommendation: (1) Approve Final Map, Tract No. 10614, including all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and (2) Approve and authorize the City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Toll West Coast, LLC, for a Residential Project at 1951 Tarob Court and 675 Trade Zone Boulevard.

C14. Consider Fee Waiver Requests from the Filipino American Real Estate Professional Association and Saint Elizabeth Church (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Recommendation: (1) Approve a Fee Waiver of \$1,500 for the Filipino American Real Estate Professional Association Crossroads of Culture Dinner and Fundraiser at the Community Center Auditorium on August 22, 2024; and (2) Approve a Fee Waiver of \$1045.27 for the St. Elizabeth Church Family Festival at the St. Elizabeth Church Parking Lot on September 22, 2024.

C15. Approve 2024 Youth Advisory Commission Scholarship Awards (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Recommendation: Approve three Youth Advisory Commission Community Service Scholarships of \$750 each and authorize a budget appropriation of \$2,250 from the Youth Holding Account to the Recreation and Community Services Department operating budget.

C16. Approve a Milpitas StoryWalk Initiative Installation at Murphy Park and Authorize the City Manager to Execute a Memorandum of Understanding with Santa Clara County Library District

for the Initiative Partnership (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Recommendation: Approve a Milpitas StoryWalk Initiative Installation at Murphy Park at no cost to the City and Authorize the City Manager to Execute a Memorandum of Understanding, approved as to form by the City Attorney, with Santa Clara County Library District for the Initiative Partnership.

PUBLIC HEARINGS (7:00 PM)

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

17. Conduct a Public Hearing, Adopt Resolutions Approving a Site Development Permit, Conditional Use Permit, and Environmental Assessment, and Introduce an Ordinance Establishing a Development Agreement to Allow the Development of a New Private Middle/High School at 1323 Great Mall Drive (Staff Contact: Jay Lee, Planning Director, 408-586-3077)

Recommendation: (1) Conduct a public hearing; (2) Consider Initial Study/Mitigated Negative Declaration pursuant to CEQA Guidelines Section 15064 and Public Resources Code Sections 21080(d) and 21082.2(d); (3) City Attorney shall read aloud title of the Ordinance; (4) Move to waive the first reading beyond the title and introduce Ordinance 38.856 approving a Development Agreement between the City of Milpitas and Store Master Funding IV, LLC; (5) Adopt a resolution to approve Conditional Use Permit No. UP23-0008, including Exhibit 1 to the resolution: Conditions of Approval; and (6) Adopt a resolution to approve Site Development Permit No. SD23-0012, including Exhibit 1 to the resolution: Conditions of Approval and Environmental Assessment No. EA24-0001, to approve an Initial Study/Mitigated Negative Declaration pursuant to CEQA Guidelines Section 15064 and Public Resources Code Sections 21080(d) and 21082.2(d), including Exhibit 2 to the resolution: Mitigation Monitoring and Reporting Program (MMRP).

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (8:00 PM)

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

ADJOURNMENT (8:05 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.

July 2024						
S	M	T	W	T	F	S
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

August 2024

September 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 2:30 PM -1000 Hillview Ct. stakeholders Group Meeting (CM/EC) 5:30 PM -Milpitas Chamber of Commerce Board (GB) 5:30 PM -Santa Clara VTA Board of Directors (CM)	2	3
4	5 5:30 PM - Special Council Meeting 7:00 PM -Parks, Recreation & Cultural Resources Commission (HL)	6 National Night Out – Citywide Neighborhood Events	7 5:30 PM -Veterans Commission (CM) 7:00 PM -Community Advisory Commission (EC)	8 4:00 PM -Treatment Plant Advisory Committee (CM) (San Jose) 4:00 PM -Santa Clara VTA Policy Advisory Committee (EC) 5:30 PM -CASCC Legislative Action Committee (CM) 6:00 PM -Youth Advisory Commission (HL) 7:00 PM -Cities Assoc of SCC (CM)	9	10
11	12 4:30 PM -Economic Development and Trade Commission (CM)	13 5:30 PM -Special Council Meeting	14 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC) (Cupertino) 7:00 PM -Planning Commission	15 10:00 AM -VTA Congestion Mgmt Program & Planning Committee (CM) 3:00 PM -CASCC Appt: Recycling and Waste Reduction Commission (CM) 6:00 PM -India Independence Day Flag-Raising Event (Cesar Chavez Plaza)	16	17
18	19	20 6:00 PM -Closed Session 7:00 PM -City Council	21 6:00 PM -Energy and Environmental Sustainability Commission (EC)	22	23	24
25	26 6:00 PM -HOD Community Meeting	27 12:00 PM -Special Council / Executive Team Leadership Strategic Workshop 1:30 PM -Senior Advisory Commission (CM)	28 7:00 PM -Planning Commission	29	30	31



REGULAR MEETING OF THE MILPITAS CITY COUNCIL AND HOUSING AUTHORITY

MINUTES
TUESDAY, JUNE 18, 2024

The City Council of the City of Milpitas convened on the regular City Council meeting day in a Joint Meeting of the Milpitas City Council and Housing Authority on June 18, 2024, in the City Council Chamber, 455 E. Calaveras Blvd, Milpitas, CA, and via teleconference/Zoom webinar.

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

Mayor Montano called the Regular City Council meeting to order at 5:31 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo (5:36 PM), Councilmember Lien, Councilmember Phan (5:32 PM)

ABSENT: None.

Assistant City Attorney Creech briefed the City Council on the items on the Closed Session agenda.

The City Council adjourned to Closed Session at 5:33 PM.

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
Agency designated representative: Rick Bolanos, LCW
Bargaining unit: LIUNA, UPEC (Pro-Tech, MEA, MidCon), IAFF, MPOA

(b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to California Government Code Section 54957
Position: City Attorney

The City Council reconvened at 7:48 PM.

CLOSED SESSION ANNOUNCEMENT:

Assistant City Attorney Creech noted there was nothing to report out.

PLEDGE OF ALLEGIANCE

Mayor Montano led the pledge of allegiance.

INVOCATION

Councilmember Lien provided the invocation.

PRESENTATIONS

Mayor Montano, joined by the City Council, presented a proclamation in recognition of Parks and Recreation Month.

PUBLIC FORUM

There were the following public speakers:

1. Victor Robles
2. Pujitha Jammula
3. Voltaire Montemayor
4. Amy Chen
5. Jaria Jaug
6. Rahul Peravali
7. Ankit Gosalia
8. Prashanth
9. Amit Banjara
10. Sidarshan Kandaswamy
11. Naveen Bojjireddy
12. Vineet Pai
13. Pallavi Pandit
14. Carol Chang
15. Sreeja Pavulari

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

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

READING OF THE CITY COUNCIL CODE OF CONDUCT

Vice Mayor Chua read the City Council Code of Conduct.

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

Motion/Second: Vice Mayor Chua / Councilmember Lien

Motion carried by the following:

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

NOES: None

CONSENT CALENDAR

There were no public speakers.

After discussion, motion: to approve the Consent Calendar.

Motion/Second: Vice Mayor Chua / Councilmember Barbadillo

Motion carried by the following:

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

NOES: None

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

Received City Council Calendar of Meetings for June, July, and August 2024.

2. **Approve City Council City Council Meeting Minutes of May 21, June 4, and June 11, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Approved City Council Meeting minutes of May 21, June 4, and June 11, 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 the Recommendation from Mayor Montano for Appointments to City Commissions (Contact: Mayor Montano, 408-586-3024)**

Received the recommendation from Mayor Montano and approved appointments to City Commissions:

Economic Development and Trade Commission

1. Appointed Jacob Sanchez to the Real Estate representative position with a term ending April 30, 2027.

6. **Adopt a Resolution Delegating Authority to the City Manager or Designee to Approve and Execute Project-Related Documents and Urgent Administrative Items During the City Council Summer Recess (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Adopted **Resolution No. 9342 / HA 34** delegating authority to the City Manager, or their designee, to approve and execute project-related documents, including contract documents, and urgent administrative items during the City Council and City of Milpitas Housing Authority summer recess from the last City Council meeting held in June through August 13, 2024.

7. **Approve a Community Investment Fund Grant for Milpitas Unified School District Adult Education for Workforce Development and Educational Services (Staff Contact: Alex Andrade, Director of Economic Development, 408-586-3046; Margaret Tamisiea, Senior Special Projects Associate, 408-586-3047)**

Approved a Community Investment Fund grant that provides workforce development and educational services in the amount of \$29,000 for Milpitas Unified School District Adult Education to support the early childhood education paraprofessional training program.

8. **Approve an Amendment to the Agreement with Housekeys to Execute a One-Year Extension for Administration of the Below Market Rate Homeownership Program (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046; and Robert Musallam, Housing and Neighborhood Services Administrator, 408-586- 3275)**

Accepted and approved a budget appropriation of \$150,000 from the Housing Authority Fund and authorized the City Manager or designee to execute an amendment to the agreement with Housekeys

exercising a one-year contract option for administration of the Below Market Rate Homeownership Program.

- 9. Approve an Agreement with WeHOPE for Homeless Outreach, Assessment, and Case Management Services (Staff Contact: Alex Andrade, Economic Development Director 408-586-3046; and Robert Musallam, Housing Division Manager 408-586-3275)**

(1) Approved a one-year professional services agreement with WeHOPE in the amount of \$199,933 for Homeless Outreach, Assessment, and Case Management Services; (2) authorized the appropriation of \$6,597.74 from the Housing Authority Fund; and (3) authorized the City Manager, and/or designee, to execute the contract with WeHOPE.

- 10. Approve an Amendment to the Professional Services Agreement with Ascent Environmental for Consultant Services Related to Preparation of the Gateway-Main St. Specific Plan (Staff Contact: Jay Lee, Planning Director, 408-586-3077)**

(1) Approved an amendment to the Professional Services Agreement with Ascent Environmental for consultant services related to preparation of the Gateway-Main St. Specific Plan, extending the contract timeline for professional services without incurring any additional costs; and (2) Authorized the City Manager to execute the amended agreement.

- 11. Waive the Second Reading and Adopt Ordinance No. 38.855 Amending the Zoning Ordinance (Title XI, Chapter 10 of the Milpitas Municipal Code) and the Zoning Map to create the new Business Park Research and Development Zone and Metro Area Zones (Staff Contact: Jay Lee, Planning Director, 408-586-3077)**

(1) Determined that the EIR Addendum adequately analyzes the potential environmental impacts associated with the proposed Zoning Amendments and is in compliance pursuant to CEQA Guidelines §15162 and §15164; and (2) Waived the second reading and adopted **Ordinance No. 38.855** approving Zoning Text and Zoning Map Amendment No. ZA24-0002 to create the new Business Park Research and Development Zone and Metro Area Zones.

- 12. Approve an Agreement with Rexel for Variable Frequency Drive Preventative Maintenance Services (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

Approved and authorized the City Manager to execute a Maintenance Services Agreement with Rexel for variable frequency drive preventative maintenance services in the amount of \$252,263.59 for a five-year period, subject to the annual appropriation of funds.

- 13. Approve the Santa Clara Countywide Food Recovery Program Memorandum of Understanding (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Elaine Marshall, Deputy Public Works Director, 408-586-2603)**

Authorized the City Manager to sign a Memorandum of Understanding between the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee member jurisdictions establishing ongoing management and operation of the edible food recovery program to comply with the requirements of Senate Bill 1383 (California's Short-Lived Climate Pollutant Reduction Strategy).

- 14. Approve and Authorize the City Manager to Execute an Amended Stormwater Management Facilities Operation and Maintenance Agreement for Toll West Coast, LLC for the Parkside Project at 1980 and 1992 Tarob Court and 551 Lundy Place (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Approved and authorized the City Manager to execute an amendment to the Stormwater Management Facilities Operation and Maintenance Agreement for Toll West Coast, LLC for the Parkside Project at

1980 and 1992 Tarob Court and 551 Lundy Place.

15. **Adopt a Resolution to Approve Project Conceptual Design and Authorize a Cooperative Purchase Agreement with Williams Scotsman, Inc., through a Cooperative Procurement Contract Solicited by Region 4 Educational Service Center, for Fire Station No.1 Modular Building, Project No. 3465 (Staff Contact: Christian Di Renzo, Public Works Director; 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Adopted **Resolution No. 9343** to (1) approve project conceptual design; (2) authorize the City Manager to execute a cooperative purchase agreement with Williams Scotsman, Inc., through a cooperative procurement contract solicited by Region 4 Educational Service Center, in an amount not-to-exceed \$818,894; and (3) authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$100,000 for Fire Station No.1 Modular Building, Project No. 3465.

16. **Approve the Final Map, Tract No. 10622, and Approve a Subdivision Improvement Agreement between the City of Milpitas and Pulte Home Company, LLC for a Residential Project at 1355 California Circle (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

(1) Approved the Final Map, Tract No. 10622, including all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and (2) Approved and authorized the City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Pulte Home Company, LLC, for a Residential Project at 1355 California Circle.

17. **Consider Fee Waiver Requests from Show Up and Love and SHEKconnect (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**

(1) Approved a fee waiver of \$945 for the Show Up and Love 2nd Annual BBQ Cookoff for Love on July 14, 2024; and (2) Approved a fee waiver of \$282 for the SHEKconnect Teen Girls Living Skills Workshop.

18. **Adopt Resolutions of the Milpitas Housing Authority and City Council of the City of Milpitas Authorizing a Subordination Agreement for the 355 Sango Court Permanent Loan Conversion (Staff Contact: Robert Musallam, Housing and Neighborhood Services Administrator, 408-586-3275)**

(1) Adopted **Resolution No. HA 35** of the Milpitas Housing Authority authorizing a Subordination Agreement for the 355 Sango Court Permanent Loan Conversion; and (2) Adopted **Resolution No. 9344** of the City Council of the City of Milpitas authorizing a Subordination Agreement for the 355 Sango Court Permanent Loan Conversion.

PUBLIC HEARINGS

19. **Conduct a Public Hearing and Adopt a Resolution on the 2024 Weed Abatement Assessments (Staff Contact: Arthur Belton, Deputy Fire Chief / Fire Marshal, 408-586-3384)**

City Manager Thomas introduced the item. Deputy Fire Chief / Fire Marshal Belton presented the report.

Councilmember Phan left the meeting at 8:19 PM.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Carol Chang
2. Voltaire Montemayor

Mayor Montano closed the public hearing.

After discussion, motion: to adopt **Resolution No. 9345** confirming the 2024 Weed Abatement Assessment Report and the Assessment List to be entered into the tax assessment rolls.

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

20. Conduct a Public Hearing to Approve the Allocations for the FY2024-25 Community Development Block Grant, and the Corresponding Annual Action Plan (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046; and Robert Musallam, Housing Division Manager, 408-586-3275)

City Manager Thomas introduced the item. Economic Development Director Andrade provided preliminary remarks and Housing Administrator Robert Musallam presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Angelica Holguin
2. Erica Villa
3. Cynthia Melchor
4. Alaina Schroeder
5. Michelle Schroeder
6. Marina Sanchez
7. Samantha Pimentel
8. Carol Conn
9. Michele Lew
10. Voltaire Montemayor

Mayor Montano closed the public hearing.

Vice Mayor Chua questioned Project Sentinel regarding the number of individuals served. Project Sentinel clarified that the lower number was due to the proposed funding. The Vice Mayor asked staff about the availability of \$30,000 in old coronavirus funds. Housing Official Musallam explained that until regulatory clarity is achieved, the funds should remain untouched to avoid risks. He also suggested that reallocating these funds should be directed towards economic development or capital projects, as the city is already maxed out on the 15% cap for social services funding, with high demand exceeding available funds. He provided additional context on Project Sentinel, explaining that changes in HUD requirements now separate funding for landlord-tenant services and fair housing, leading to Project Sentinel competing for the same limited funds as other public services. Vice Mayor Chua advised revisiting the issue in August, when additional community development funds might be available. Councilmember Barbadillo inquired about the micro enterprise grant assistance program. Economic Development Director Andrade provided background information on the program, highlighted its impact,

and offered detail on program monitoring.

Vice Mayor Chua praised the success of the microenterprise grant program, noting its positive impact on small businesses in Milpitas. She spoke on concerns from struggling childcare businesses due to layoffs and transitional kindergarten issues and urged developing a strategy to support them directly. Economic Development Director Andrade suggested the possibility of replicating the ARPA-funded program that prioritized daycare centers, emphasizing the need to ensure income qualifications. Vice Mayor Chua appreciated the response and urged quick action.

Mayor Montano questioned the lack of funding for PRAGNYA, which serves children with neurological disorders. Housing Official Musallam noted that PRAGNYA, now based in San Jose, is a young nonprofit needing more time to comply with CDBG requirements, so funding was paused to work with them offline. The Mayor requested allocating \$5,000 to PRAGNYA through CDBG funds, emphasizing the importance of supporting educational services for parents of children with special needs.

Vice Mayor Chua suggested the request to allocate \$5,000 to PRAGNYA would impact the public service funding cap. Housing Official Musallam confirmed that and noted it would require taking funds from another allocation. The Vice Mayor suggested addressing this during the Community Investment Fund discussions instead of reallocating existing funds, and the Mayor agreed.

Councilmember Barbadillo inquired about the Mayor's request asked and the staff response. Mayor Montano confirmed the funding request would be revisited during the Community Investment Fund discussions in August. City Manager Thomas noted that discussion would be held in August. Councilmember Barbadillo then asked to consider, at the same time, the Knights of Columbus funding request, highlighting their long-term community service in Milpitas, particularly their annual Thanksgiving dinner.

Vice Mayor Chua made a motion: to Adopt the FY2024-25 Annual Action Plan with recommended allocation amounts; Authorize the City Manager, or designee, to make any necessary changes to the approved FY2024-25 Annual Action Plan as needed to comply with CDBG submission guidelines; and Authorize the City Manager, or designee, to execute CDBG agreements with the approved subrecipients, and amend the CDBG agreements as needed to comply with CDBG guidelines.

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

Vice Mayor Chua asked to include Project Sentinel, Pragnya, and the Knight's of Columbus funding requests as part of consideration for funding through the Community Investment Fund, clarifying that the request was not part of the motion.

21. Adopt a Resolution Approving the Fiscal Year 2024-25 User and Regulatory Fee Schedule (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

City Manager Thomas introduced the item. Finance Director Cofresí-Howe presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Voltaire Montemayor

Mayor Montano closed the public hearing.

After discussion, motion: to adopt **Resolution No. 9346** approving the Fiscal Year 2024-25 User and Regulatory Fee Schedule..

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

City Manager Thomas announced the City Council Chamber would be upgraded over the legislative break.

Mayor Montano asked to include an advertisement for the Stars and Strides Community Run on the display. She also announced the Annual State of the City address on June 27, 2024.

ADJOURNMENT

Mayor Montano adjourned the meeting at 9:26 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 8/8/2024

August 20, 2024 – Regular Meeting

CLOSED SESSION

INVOCATION (Councilmember Barbadillo)

PRESENTATION

- Women's Equality Day (Proclamation)

CONSENT CALENDAR

1. Receive City Council calendar for August and September 2024 (City Clerk)
2. Approve City Council meeting minutes of August 5 and 13, 2024 (City Clerk)
3. Preview list of items for September 3, 2024 (City Clerk)
4. Councilmember Request List (City Clerk)
5. NeoGov Contract (Finance / Human Resources)
6. Stratford School Expansion – 2nd Reading (Planning)
7. Emergency Declaration Update – Main Sewer Lift Station Security Measures (Public Works)
8. Public Works Staffing Reallocation (Public Works)
9. City / School Indoor Spaces Joint Use Agreement (Recreation)

LEADERSHIP AND SUPPORT SERVICES

10. Library Renaming Process and Feedback (City Manager)
11. Investment Policy (Finance)

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

OPEN ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
1	Bring back information on the process and steps required for renaming the Milpitas library after former Mayor Jose S. Esteves, including consultation with the library JPA and the naming subcommittee, for discussion at the August 20th council meeting.	Barbadillo	8/5/2024	No status update at this time.
2	Prepare commendations or keys to the city for local Olympians representing Milpitas at the Olympics, to be presented after the conclusion of the Olympic games.	Montano	8/5/2024	No status update at this time.
3	Return with a ceremonial resolution on childcare	Phan	8/5/2024	No status update at this time.
4	Send a letter signed by the Mayor and City Council to the County Administrator and Supervisor Lee, asking the county to investigate the treatment of horses by Chaparral Corporation at Ed Levine Park and the adjacent Chaparral Ranch	Chua	5/21/2024	This letter was sent to the County on June 7, 2024.

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
5	Conduct a traffic study on Escuela Parkway to address circulation concerns	Montano	5/7/2024	Approved for prioritization at 6/11/24 meeting
6	Explore the possibility of augmenting the Planning Commission stipend	Barbadillo	4/16/2024	Approved for prioritization at 6/11/24 meeting
7	Explore changing or enhancing the focus of the community advisory commission to add housing	Chua	4/2/2024	Approved for prioritization at 6/11/24 meeting
8	Request that the Arts Commission explore alternatives for future of statue in front of City Hall	Phan	1/30/2024	An update was included in the 6/11/24 prioritization report.
9	Update the Commissioner Handbook to include an option for outgoing commissioners to make presentations to other commissions	Chua	1/23/2024	An update was included in the 6/11/24 prioritization report.
10	Workshop for retailers focusing on best practices and safety with plans for quarterly sessions	Chua	1/23/2024	An update was included in the 6/11/24 prioritization report.
11	Explore possibility of naming the County library on Main Street	Phan	1/23/2024	An update was included in the 6/11/24 prioritization report.
12	Consideration of the 20% Low Income Below Market Rate Housing	Montano	12/5/2023	An update was included in the 6/11/24 prioritization report.
13	Bring back Bingo and the Tour at the Senior Center	Chua	11/7/2023	An update was included in the 6/11/24 prioritization report.
14	Referral for utility infrastructure cost on Main Street from Carlo to Corning Streets	Montano	10/17/2023	An update was included in the 6/11/24 prioritization report.
15	Consider a possible ordinance or policy regarding solicitations at home	Barbadillo	10/3/2023	An update was included in the 6/11/24 prioritization report.
16	Main Street International Festival	Lien	10/3/2023	An update was included in the 6/11/24 prioritization report.
17	Have the Police Chief direct staff to complete an analysis in partnership with the County to determine if it would be beneficial to have a location where residents can pickup Narcan	Chua	9/5/2023	An update was included in the 6/11/24 prioritization report.
18	Explore taking steps towards becoming a Charter City	Phan	9/5/2023	An update was included in the 6/11/24 prioritization report.

NOTE: Deferred and Completed Items are not listed

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
19	Human Resources Director to conduct a job fair specific to the job openings at City Hall	Chua	5/2/2023	An update was included in the 6/11/24 prioritization report.
20	Pickleball Pilot Project	Chua	2/28/2023	An update was included in the 6/11/24 prioritization report.
21	Main Street Infrastructure Projects	Montano	2/28/2023	An update was included in the 6/11/24 prioritization report.
22	Main Street Flooding at Library	Chua	2/28/2023	An update was included in the 6/11/24 prioritization report.
23	Satellite Consulate Office	Montano	2/28/2023	An update was included in the 6/11/24 prioritization report.
24	Have the City look into the possibility of a Citywide Senior Discount	Barbadillo	2/7/2023	An update was included in the 6/11/24 prioritization report.
25	City Manager to look into defining either a standalone teen center or updating information to indicate the Senior Center also functions as a Teen Center	Chua	9/20/2022	An update was included in the 6/11/24 prioritization report.
26	Discuss converting vacant lot that was a basketball court into a community garden at Vasona and Adobe	Montano	8/16/2022	An update was included in the 6/11/24 prioritization report.
27	City Manager look into implementing a workshop for small businesses on the bidding process for projects in the city	Chua	8/9/2022	An update was included in the 6/11/24 prioritization report.
28	Quarterly or Monthly crime statistics on Homekey Project	Chua	6/7/2022	An update was included in the 6/11/24 prioritization report.
29	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022	An update was included in the 6/11/24 prioritization report.
30	Evaluate reopening the childcare center with a non-profit organization running the center	Montano	2/1/2022	An update was included in the 6/11/24 prioritization report.
31	Staff to look into mural Art on Great Mall Parkway on the VTA owned Light rail pillars	Montano	11/16/2021	An update was included in the 6/11/24 prioritization report.
32	Have a picture of Albert Vogel Sr. put up in the Senior Center	Montano	10/19/2021	An update was included in the 6/11/24 prioritization report.
33	Include a bust of Maria Lemire on the Mural in front of the Senior Center	Montano	8/17/2021	An update was included in the 6/11/24 prioritization report.
34	Consider Community Museum and Park on Main St.	Phan	8/20/2019	Discussions with the property owner of this site are ongoing.

NOTE: Deferred and Completed Items are not listed



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Report of Actions Taken by the City Manager During the City Council and City of Milpitas Housing Authority Summer Recess from June 18 through August 13, 2024 (Staff Contact: Matt Cano Assistant City Manager, 408-586-3012)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/13/2024
Recommendation:	Approve Report of Actions Taken by the City Manager During the City Council and City of Milpitas Housing Authority Summer Recess from June 18 through August 13, 2024.

BACKGROUND:

On June 18, 2024, City Council and the City of Milpitas Housing Authority adopted a resolution delegating authority to the City Manager, or their designee, to approve and execute project-related documents, including documents and urgent administrative items during the City Council and City of Milpitas Housing Authority summer recess from the last City Council meeting held in June through August 13, 2024.

ANALYSIS:

The purpose of this agenda report is to provide the City Council and City of Milpitas Housing Authority with a list of items upon which this authority was used.

There were no items during the Summer Recess from June 18 through August 13, 2024 upon which this authority was used.

POLICY ALTERNATIVE(S):

Not Applicable

FISCAL IMPACT:

No fiscal impact as no actions were taken.

California Environmental Quality Act (CEQA):

This item is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b).

RECOMMENDATION:

Approve Report of Actions Taken by the City Manager During the City Council and City of Milpitas Housing Authority Summer Recess from June 18 through August 13, 2024.

Attachment(s):

None



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider the Recommendation from Mayor Montano for Appointments to City Commissions and to the Santa Clara Valley Transportation Authority Bicycle and Pedestrian Advisory Commission (Contact: Mayor Montano, 408-586-3024)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/13/2024
Recommendation:	(1) Receive the recommendation from Mayor Montano and approve appointments to City Commissions; and (2) Appoint Milpitas Resident Ricky Davis as the Milpitas Representative to the Santa Clara Valley Transportation Authority's Bicycle and Pedestrian Advisory Commission (BPAC) for a two-year term.

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. These Commissions provide advice to Milpitas elected officials on various community interests and policy areas.

Residents interested in serving on a City Commission must complete a Commission Application and submit it to the City Clerk. Applications are then forwarded to the Mayor for consideration. According to Government Code 40605, in a general law city where the Mayor is an elective office, the Mayor, with City Council approval, makes all appointments to boards, commissions, and committees, unless otherwise specified by statute.

Current Commissioners may seek reappointment at the end of their term, but it is not automatic. Those seeking reappointment must contact the City Clerk and the Mayor to express their interest. Reappointment requires the Mayor's recommendation and City Council confirmation.

The Santa Clara Valley Transportation Authority (VTA) Bicycle and Pedestrian Advisory Commission (BPAC) offers expertise and guidance to the Board of Directors on enhancing non-motorized transportation throughout Santa Clara County and serves as a liaison between VTA and the Member Agency. As a VTA Member Agency, the City of Milpitas has one voting position on this committee.

Ricky Davis, a resident of Milpitas and a Parks, Recreation, and Cultural Resources Commissioner, has volunteered to represent Milpitas on the BPAC for a two-year term. This seat was previously held by Kristal Caidoy, whose term expired in 2022.

Analysis:

Mayor Montano is making the following recommendations for appointment:

Additional commission appointment recommendations from Mayor Montano may be transmitted separately as an additional attachment to the agenda.

Valley Transportation Agenda Bicycle Pedestrian Advisory Committee (BPAC):

1. Appoint Milpitas Resident Ricky Davis as the Milpitas Representative to the Santa Clara Valley Transportation Authority's Bicycle and Pedestrian Advisory Commission (BPAC) for a two-year term.

All recommended Commissioner appointments have been reviewed and confirmed by the City Clerk's office.

Fiscal Impact:

There is no fiscal impact associated with this item.

California Environmental Quality Act (CEQA):

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

Recommendation:

- (1) Receive the recommendation from Mayor Montano and approve appointments to City Commissions; and
- (2) Appoint Milpitas Resident Ricky Davis as the Milpitas Representative to the Santa Clara Valley Transportation Authority's Bicycle and Pedestrian Advisory Commission (BPAC) for a two-year term.

Attachments:

None.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize the City Attorney and City Manager to Execute a Contract with Meyers Nave for Contracted Outside Litigation Services (Staff Contact: Michael Mutalipassi, City Attorney, 408-586-3040)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/13/2024
Recommendation:	Authorize the City Attorney and City Manager to execute a contract with Meyers Nave for contracted outside litigation services.

BACKGROUND:

Former City Manager Steve McHarris concluded his service with the City on June 3, 2023, upon the expiration of his employment contract. On or around May 1, 2023, Mr. McHarris filed a government tort claim alleging seven potential claims against the City: (1) breach of contract, (2) violation of the Milpitas Municipal Code, (3) defamation, (4) constructive discharge, (5) intentional and negligent infliction of emotional distress, (6) age discrimination and (7) hostile work environment. On June 15, 2023, the Claim was denied by the City. Mr. McHarris eventually filed a lawsuit on December 12, 2024, limiting the lawsuit to only four causes of action: (1) breach of written employment contract; (2) violation of Labor Code section 1102.5; (3) constructive termination and (4) wrongful termination against public policy. An independent firm undertook an independent investigation on behalf of the City. The City retained Nadia Burmudez at Meyers Nave to defend the City's interest. On August 5, 2024, the Council received a closed session update regarding the litigation and investigation.

ANALYSIS:

The proposed contract continues the funding for the defense of the McHarris matter. The contract will allow Ms. Burmudez to continue to advocate for and defend the City in accordance with the direction given by the City Council. The rates set forth in the contract are commensurate with like attorneys.

POLICY ALTERNATIVE(S):

Alternative: To not amend the Meyers Nave contract for increased services.

Pros: None.

Cons: Will not meet Council's transition goals.

Reason not recommended: Will not meet the Council's transition goals.

FISCAL IMPACT:

There is sufficient funding in the City Attorney Office operating budget to absorb this contract.

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:

Authorize the City Attorney and City Manager to execute a contract with Meyers Nave for contracted outside litigation services.

ATTACHMENT(S)

Letter Agreement dated August 6, 2024

August 6, 2024

VIA ELECTRONIC MAIL ONLY

PERSONAL & CONFIDENTIAL

Michael Mutalipassi
City Attorney
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035
mmutalipassi@milpitas.gov

Re: Engagement of Legal Services

Dear Mr. Mutalipassi:

Thank you for retaining Meyers Nave (“Meyers Nave”) to perform legal services in connection with City of Milpitas (“Client”) of which you are City Attorney. We appreciate the opportunity to serve as your lawyers and look forward to working with you.

This letter sets forth our agreement concerning the legal services we will provide and our fee arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. Scope of Engagement. We will provide the legal services reasonably required to represent and advise you in connection with continued litigation services related to *McHarris v. City of Milpitas*, Superior Court of California County of Santa Clara, Case No.: 23CV427505, and assisting the City in employment matters related to the former City Manager’s transition. Our work is limited to such services. We will also provide legal services for additional matters that you request of us, provided we agree to perform that additional work. A letter confirming such additional work shall bring such work within the scope of this agreement.

2. Fees and Personnel. As compensation for our services, our fees will be based on our current standard billing rate for the personnel performing services under this agreement at the time such services are rendered. Our standard billing rates for attorneys and paralegals are attached as Attachment 1.

I will be the principal in charge of representing your interests. If other attorneys and/or paralegals are assigned to work on your matter, the then current hourly rates of those individuals will be utilized. This agreement retains the legal services of our law firm and not of a particular attorney. Hourly rates are subject to reasonable change, usually at the beginning of each year.

3. Retainer. As discussed, the Firm will not require a retainer to commence services related to this matter. However, the Firm reserves the right to require a retainer in the future if it determines that circumstances warrant.

4. Disbursements and Expenses. In addition to hourly fees, we may incur out-of-pocket expenses related to your representation. Our Statement of Fee and Billing Information, which sets forth the details of our disbursement and expense policy, is attached as Attachment 2.

5. Billing and Payment Responsibilities. We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Our Statement of Fee and Billing Information sets forth the details of our fee and billing policy.

6. Termination of Services. You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent or for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

7. Insurance. During the term of this engagement, this law firm shall take out and maintain general liability and property damage insurance in amounts not less than \$1,000,000; professional errors and omissions insurance, in amounts not less than \$2,000,000 per occurrence; and \$4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to you.

8. No Guarantee of Outcome. Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

9. Dispute Resolution. In the event you become dissatisfied with any aspect of our relationship, we encourage you to bring such concerns to our attention immediately. If we are unable to resolve any dispute, either arising out of or in connection with this Agreement or relating to the services performed by our firm or any of its attorneys, to our mutual satisfaction, our firm will first comply with any mandatory dispute resolution procedures that may apply to any such dispute.

If we are unable to resolve any dispute, and after mandatory dispute resolution procedures have been waived or exhausted, the parties shall submit such dispute to mediation in Santa Clara County, California before the American Arbitration Association, pursuant to its then prevailing rules, unless the parties agree in writing to a different arbitration method or forum.

By signing this agreement, you acknowledge and agree that you have read and understand this arbitration provision. You understand that by agreeing to arbitration we each give up the right to present our claims or defenses for trial by a judge or jury, and we also give up the right to an appeal. The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

10. Document Retention. In the course of the Firm's representation of City of Milpitas, you may provide us with and we may obtain documents that are relevant to the representation. Some of those documents may be important to you and so that there is no confusion we find that it is useful at the inception of the representation for us to communicate our Document Retention Policy. Meyers Nave is committed to using less paper and eliminating unnecessary copies of documents. Documents of Record can be either hard copies or digital, regardless of the form they took originally when created or received by the Firm. Whenever it is proper and practicable, the Firm prefers Documents of Record (official version) to be in a digital format. Further, if record is stored electronically, then paper copies may be deemed duplicative and may be purged. This helps us manage information, helps the environment and helps us control costs. The materials pertaining to this matter belong to you and you may access them or have duplicates provided to you at any time during your representation with the exception of certain Meyers Nave Firm and accounting information. At the conclusion of this matter, no further representation will be provided and we recommend that you make arrangements to retrieve all original documents.

It is the Firm's general policy that we maintain records for a period of seven (7) years after conclusion of the matter, although due to certain practical considerations that is not always possible. Additionally, while we take steps to ensure that all records are held in strict

confidence and maintained in a secure location, we cannot guarantee that something beyond our control will not occur resulting in damage to client records.

Thus, if in the course of our representation you provide us with original documents that you consider important or desire to keep, we recommend that, first, you inform us in writing that the documents are important. And second, we ask that you take immediate possession of such documents upon the conclusion of our representation. If we do not hear from you, we will generally retain only the documents and materials pertaining to this matter which we designate as vital for a period of seven (7) years. After which such documents will be destroyed unless, before that time, you notify us in writing that you wish to take possession of them.

11. Entire Agreement; Full Understanding; Modifications in Writing. This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.

12. Joint Representation. Our firm maintains of counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of our firm, it is necessary that you consent to dual representation by our firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

13. Conflicts. Our firm represents many public agencies in California, Nevada and Arizona. Since 1986, we have represented over seven hundred public clients, including numerous cities, redevelopment agencies, special districts, counties and other public entities, and we are accepting new engagements all the time. It is virtually inevitable that we will work on projects from other clients having different governmental or political objectives, beliefs or views from City of Milpitas.

In view of the fact that City of Milpitas is a City, this letter confirms that the services which we are rendering to you are limited in scope and for the benefit of City of Milpitas only. Meyers Nave performs a variety of professional services for its clients and it is possible that we will represent public agency clients which are adverse to you on other matters. To avoid potential problems, you agree that you expressly waive any actual or potential conflicts that might arise from such representation, that you will not attempt to disqualify Meyers Nave on such matters, and that our firm is free to represent its clients on such matters.

By signing this letter and returning it to us, you acknowledge that we have discussed these matters and you confirm that City of Milpitas does not object to our representation of clients on matters where their legal, governmental or political objectives and/or positions may be different from or adverse to those of City of Milpitas, and that City of Milpitas waives any conflict of interests with respect to our representation of such clients with differing legal,

governmental or political interests. You further confirm that City of Milpitas will not assert any conflict of interest concerning such representation or attempt to disqualify this firm from representing such clients notwithstanding such adversity. While you would certainly be free to terminate our relationship, you agree that this firm nonetheless would be free to represent such clients even on those matters which you consider adverse, and that you waive any conflict of interest in connection therewith.

Needless to say, these acknowledgments do not permit our firm to represent another client in opposing the specific project for which you engage us without your specific written consent.

You may wish, and we encourage you, to consult legal counsel regarding the effect of this conflict waiver.

We would request that you review this letter carefully and, if it is consistent with your understanding of our respective responsibilities, please so indicate by returning a signed copy of this letter to me at your earliest convenience. Enclosed is an additional copy of this letter which you should retain for your records. Again, we thank you for allowing us the opportunity to serve as your lawyers.

Very truly yours,



Adam U. Lindgren

AUL:BQ

Enclosures

c: Conflicts Department
Billing Department

These terms are accepted and agreed to as of the date of this letter.

City of Milpitas

By: _____
Michael Mutalipassi
City Attorney

City of Milpitas

By: _____
Ned P. Thomas
City Manager

5771837.1

ATTACHMENT 1

**MEYERS NAVE
RATE SHEET**

Sr. Principal	\$525
Principal	\$490
Sr. Of Counsel	\$455
Jr. Of Counsel	\$430
Sr. Associate	\$400
Mid-level Associate	\$370
Junior Associate	\$340
Sr. Paralegal	\$225
Paralegal	\$205
Law Clerk	\$220
Litigation Support Spec	\$270
Case Assistance	\$205

Our rates adjust every January 1st by the greater of 3% or the relevant local CPI increase over the prior 12-month period, rounded to the nearest \$5.

ATTACHMENT 2

MEYERS NAVE STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Retainer. Our normal practice is to require a retainer to cover a portion of the anticipated attorneys' fees and costs. Any retainer will be placed in the firm's trust account. At the conclusion of our services, we will return to our client any unapplied retainer, after deducting payment for charges billed or to-be-billed for services and any remaining out-of-pocket expenses.

Billing And Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include, but are not limited to, duplicating, facsimile charges, telephone charges, E-mail, postage, mileage and other administrative expenses. We have determined that the most effective method of accounting for these administrative costs is to charge a flat 5% of the professional fees incurred.

The firm will be reimbursed for all outside services incurred in the course of providing legal services to our client(s). Outside services will include, but are not limited to, all third-party expenses, delivery charges, travel expenses, outside research services, filing fees, expert witness and expert consultant fees. To defray the firm's costs for administering these services, there will be an additional cost advance charge of 2% for all outside services of \$100 or more.

If you have any questions regarding an invoice, the Finance Director or Executive Director is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.

Late Payments. Statements for services are payable upon presentation and, in all events, within thirty (30) days after receipt. Occasionally a client has difficulty in making timely payments. To avoid burdening those clients who pay their statements promptly with the added costs we incur as a result of late payments, a late charge will be assessed on statements not paid within thirty (30) days. The maximum monthly late payment charge will be 1.5% per month. In the unlikely event we are required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to reasonable attorneys' fees and other costs of collection.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Additions to the City Naming Lists for New Streets (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/13/2024
Recommendation:	Approve the addition of Passage, Escapade, and Voyage to the City's Naming List for Streets.

BACKGROUND:

The Milpitas City Council Ad Hoc Naming Subcommittee (Subcommittee) was formed to review and recommend the naming of City streets, parks and facilities for final City Council approval.

On September 25, 2023, the Subcommittee reviewed and recommended three (3) new names for the Naming List for Streets.

ANALYSIS:

Per the City of Milpitas Naming Policy, the process for naming of new streets, parks or facilities is:

- Recommendations shall be brought to the City Council Ad Hoc Naming Subcommittee for recommendation to the City Council.
- Naming recommendations shall be from the City Council approved List of Names.
- Proposed names for new City streets, parks, and facilities should be considered during the entitlement process prior to the final map approval.
- Names being considered for streets shall be reviewed by the City and County emergency services dispatch and Post Office to discourage names too similar or confusing that may hinder emergency response or are otherwise inappropriate for public safety purposes.

On September 25, 2023, the Subcommittee reviewed proposed new street names for the Toll Brothers Geomax Development Project located at 675 Trade Zone Blvd., with frontage on 1951 Tarob Court. Proposed street names included Passage, Escapade, and Voyage. The three new street names are proposed to be consistent and create a theme with existing street names Journey and Trade Zone, which will be streets continued into the new residential development.

Per the City Streets, Parks and Facilities Naming Policy, the names qualify under Policy section:

2.7.1. Neighborhood or geographical identification, such as street, school, or other descriptive names;

The City Council Ad Hoc Naming Subcommittee recommends:

- 1) Adding Passage, Escapade, and Voyage to the Naming List under 2.7.1, due to the existing street names and neighborhood theme consistency, for City Council final approval; and
- 2) Approving proposed street names for Geomax development for City Council final approval which is done through separate City Council action during the Geomax Development final map approval.

POLICY ALTERNATIVE(S):

Alternative 1: Not Approve the addition of names to the Naming List

Pros: None

Cons: Proposed names, Passage, Escapade, and Voyage, qualify under the Naming Policy and will create a theme for street names and neighborhood identity.

Reason for Not Recommending: Proposed names qualify under the Naming Policy.

FISCAL IMPACT:

There is no fiscal impact associated with adding names to the City's Naming Lists.

California Environmental Quality Act:

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

RECOMMENDATION:

Approve the addition of Passage, Escapade, and Voyage to the City's Naming List for Streets.

Attachment(s):

- (a) City Council Ad Hoc Naming Subcommittee Meeting Minutes – September 25, 2023
- (b) City Streets, Parks, and Facilities Naming Policy
- (c) City Naming List for Streets

City of Milpitas
MINUTES

Ad Hoc Naming Subcommittee

Minutes: Ad Hoc Naming Subcommittee

Date of Meeting: September 25, 2023

Place of Meeting: Milpitas City Hall, 1st Floor Committee Conference Room

A. Call to Order: Mayor Montano called the meeting to order at 4:00 p.m.

B. Flag Salute: The Subcommittee conducted the Flag Salute

C. Public Forum None

D. Roll Call: City Council Present:
Carmen Montano – Mayor
Evelyn Chua – Vice Mayor
City Staff Present:
Renee Lorentzen - Director of Recreation and Community Services
Brian Petrovic – Associate Civil Engineer
Roberto Alonzo – Public Works Manager
Ned Thomas – City Manager
Matt Cano – Deputy City Manager
Michael Mutalipassi – City Attorney
Justin Yount – Senior Public Services Assistant

E. Approval of Agenda

MOTION to approve the Agenda for September 25, 2023.

M/S: Montano/Chua

Ayes: All

F. Approval of Minutes

MOTION to approve the Minutes from March 3, 2023, as submitted

M/S: Chua/Montano

Ayes: All

G. Discussion Items

1. Geomax Development Street Names

Associate Civil Engineer Brian Petrovic presented PowerPoint slides on the Geomax Development which included three (3) new and proposed street names: Passage Street, Escapade Street, and Voyage Court which staff are recommending to be added to the Naming List.

MOTION to recommend adding Passage, Escapade, and Voyage to the Naming List.

M/S: Montano/Chua

Ayes: All

MOTION to recommend proposed street names for Geomax development for City Council final approval.

M/S: Montano/Chua

Ayes: All

H. Future Agenda Items

Fallen Veterans, New list, Themes

I. Adjournment

With there being no further business, the meeting was adjourned at 4:25 p.m.



CITY OF MILPITAS

Revision	Date
Original	04/21/2006
	6/21/2022

CITY COUNCIL POLICY

Policy No: Click or tap here to enter text.	CITY STREETS, PARKS AND FACILITIES NAMING POLICY	Effective Date: 6/21/2022
Revision No: 1	Policy Administrator: Recreation and Community Services	Next Review Due: As needed
Related Policies and Procedures: Incorporates and replaces SOP 1.3	Approved by: Click or tap here to enter text. Council meeting date, agenda item #, and vote	Date Approved: 6/21/2022

1. PURPOSE

- 1.1. This Policy establishes the guidelines, criteria, and processes for naming City streets, parks, and other facilities.
- 1.2. This Policy is consistent with Milpitas [Municipal Code, Title XI-1000](#) and [Government Code Section 34093](#).

2. POLICY

- 2.1. The City shall have the sole authority and the City Council shall have the final authority to approve names of City Streets, Parks, and other Facilities.
- 2.2. The City Council Ad Hoc Naming Subcommittee shall evaluate names of City streets, parks and facilities, and shall make recommendations to the City Council.
- 2.3. Although the City will have full control and final decision-making authority on any names selected, public input will be received, and other names may be raised and requested to be considered by the City Council.
- 2.4. From time to time, the City Council shall approve names to be added to a list(s) of names suitable for streets, parks, and facilities.
- 2.5. No duplication of names within an asset type (i.e., park, facility, plaza) will be approved.
- 2.6. A deliberative process by City staff will be conducted to ensure that renaming of a street, park, and facility will not diminish the original justification for the name of the prior contributors. Parks and facilities named after individuals shall not be changed unless it is found that because of the individual's character the continued use of their name would not be in the best interest of the community. Parks that have been named by deed restriction shall not be considered for renaming.
- 2.7. The following criteria and factors shall be considered with naming or renaming a street, park, or facility:
 - 2.7.1. Neighborhood or geographical identification, such as street, school, or other descriptive names;
 - 2.7.2. Natural or geological features of the area;
 - 2.7.3. Historical or cultural significance: the name of a historical figure can be considered, if the figure had a significant and extraordinary historical influence on the area, state, national, or international level;



CITY OF MILPITAS

Revision	Date
Original	04/21/2006

CITY STREETS, PARKS, AND FACILITIES NAMING POLICY / POLICY

- 2.7.4. The name of any person or family that has made a significant impact in the community and/or in development of the street, park, or facility;
- 2.7.5. An individual or organization that contributed significantly to the acquisition or development of the park or facility to be named. This can include either a deed or substantial monetary contribution, or contribution toward the acquisition, and/or development of the park of facility. (Naming rights are not guaranteed if the donation is a dedication as required by the subdivision.)
- 2.7.6. The articulated preference of residents of the neighborhood surrounding the street, park, facility;
- 2.7.7. A name should represent community values and consider future generations and ethnic diversity;
- 2.7.8. If the name of an individual or family is to be considered, the use of such name shall have the approval of the individual (or his/her surviving family) or family when reasonably possible;
- 2.7.9. No seated elected official shall have their name added to a naming list or have a street, park or facility named after them while serving on the City Council.
- 2.7.10. Avoid confusing or similar sounding names (Public Safety Dispatch test);
- 2.7.11. Avoid changing street names along any continuous alignment (Continuity test).
- 2.8. Naming of parks and facilities near schools shall be coordinated with the Milpitas Unified School District as much as possible.
- 2.9. All naming and/or renaming of a park or facility will be set forth by a Council Resolution.
- 2.10. Should policy conflict with any City Ordinance, Code or other laws and regulations, the respective City Ordinance, Code or other laws and regulations shall prevail.

3. PROCEDURE

- 3.1. Maintaining a List of Names for Naming Streets, Parks, and Facilities.
 - 3.1.1. The Recreation and Community Services Department shall maintain a List of Names for Naming Streets, Parks, and Facilities.
 - 3.1.2. As needed, the Director of Recreation and Community Services shall bring additions to the List of Names for Naming Streets, Parks, and Facilities to Council for approval at any regular or special meeting.
- 3.2. Naming of Streets, Parks, and Facilities
 - 3.2.1. City street, park and facilities naming recommendations shall be brought to the City Council Ad Hoc Naming Subcommittee for recommendation to the City Council and may be considered at any regular or special City Council meeting.”.
 - 3.2.2. Naming recommendations shall be from the City Council approved List of Names available from the Director of Recreation and Community Services.
- 3.3. Proposed names for new City streets, parks, and facilities should be considered during the entitlement process prior to the final map approval.
- 3.4. Names being considered for streets shall be reviewed by the City and County emergency services dispatch and Post Office to discourage names that are too similar or confusing that may hinder emergency response; or are otherwise inappropriate for public safety purposes.



CITY OF MILPITAS

Revision	Date
Original	04/21/2006

CITY STREETS, PARKS, AND FACILITIES NAMING POLICY / POLICY

- 3.5. The following City Departments will contribute to the establishment and maintenance of databases for named streets, parks, and facilities:
 - 3.5.1. Information and Technology Department – Maintain database of all City assets (streets, parks, and facilities)
 - 3.5.2. Recreation and Community Services Department – Maintain Naming Lists, information about historical references, person's full names, ancestry, dates of birth and death, and other information of interest about the person or group, and the significance of their name to Milpitas' history and/or to that particular named asset.
 - 3.5.3. Planning Department – Coordinate Street Naming related to new development, prepare, and maintain GIS databases for mapping of new facilities.
- 3.6. Renaming of a street, park, or facility
 - 3.6.1. The renaming of a street, park, or facility may be initiated by City Council, City Commission, City staff, a group, or individuals.
 - 3.6.2. The initiation of renaming by non-City organizations or individuals shall be made by participating during Public Forum at the appropriate advisory City Commission or City Council meeting.
 - 3.6.3. The City Commission may place the request on the agenda for review of the proposed name(s), taking of public comment, and discussion of the renaming proposal consistent with this Policy.
 - 3.6.4. When a City Commission considers the renaming proposal of a street, park, or facility, staff shall notify the surrounding neighborhood in a ¼ mile radius.
 - 3.6.5. If the City Commission supports the renaming proposal, it will make a recommendation to the City Council for Council consideration.
- 3.7. The name of a park or facility that is sold, transferred to non-city ownership, or otherwise deemed to no longer be a City of Milpitas property, should be transferred to another location eligible for naming. Should there not be an appropriate location, the name shall be added to the appropriate Naming List for future use.



City of Milpitas
Facilities, Streets & Park Naming Subcommittee
Naming List – California Native Plants, Flowers, Trees
Approved for: Streets

NAME	EXISTING STREET LOCATION
1. Maple	Maple Ave./N. Abbott Ave.
2. Paprika	
3. Pomegranate	
4. Terracotta	Terracotta Ct./Dogwood Ct.
5. Beacon	Beacon Dr./Canton Dr.
6. Chamise	
7. Fern Family	
a. Fernleaf Dr.	Fernleaf Dr./ Sandisk Dr.
8. Snapdragon	
9. Manzanita	Manzanita Court/Blue Spruce Way
10. Poppy Family	
a. Poppy Lane	Poppy Ln./E. Calaveras Blvd.
b. Poppy Court	Poppy Ct./Poppy Ln.
11. Sagebrush	Sage Brush St./Milkweed
12. Finnis	
13. Milkweed	
14. Butterfly Weed	
15. California Aster	
16. Pacific Aster	
17. Desert Holly	
18. Coyote Brush	
19. Chuparosa	
20. Barberry	
21. Goldenstar	
22. Lily Family	
23. Camas	
24. Harebell	
25. Berkeley Sedge	
26. Anemone	
27. Purple Owls Clover	
28. Lilac	
29. Redbud	
30. Willow	Willow Ave./N. Abbott Ave.
31. Rabbit Brush	
32. Thistle	Thistle Pl./Clover Cir.
33. Clarkia	
34. Chinese Houses	
35. Dogwood	Dogwood Ct./Terracotta Ct.

NAME	EXISTING STREET LOCATION
36. Sacred Thorn	
37. Dichondra	
38. Shooting Star	
39. Bleeding Heart	
40. Candleholder	
41. Lance Leaf	
42. Cactus	
43. Canyon Prince	
44. Desert Tea	
45. Stream Orchid	
46. Rabbit Brush	
47. Yerba Santa	
48. Buckwheat	
49. St. Catherine's Lace	
50. Golden Yarrow	
51. Lizard Tail	
52. Fremontea	
53. Bush Family	
54. Bedstraw	
55. Snapdragon	
56. Sunrose	Sunrose Ct./Joshu Tree Ct.
57. Toyon	
58. Coral Bells	
59. Alumroot	
60. Cardinal	
61. Bridget Bloom	
62. Wooly Rose	
63. Desert Lavender – “Lavender”	Lavender Loop/Currant Rd.
64. Iris	
65. Scarlet Gilia	
66. Walnut	Walnut Dr./N. Abbott Ave.
67. Chuparosa	
68. Goldfields	
69. <i>Mallow Family</i>	
70. Tidy Tips	
71. El Tigre	
72. Sage	Sage Ct/Tarob Ct.
73. Tiger Lily	Tiger Lily St./Sunflower Ln.
74. Western Flax	
75. Bitterroot	
76. Cardinal Flower	
77. Honeysuckle	
78. Water Primrose	
79. Lupine	

NAME	EXISTING STREET LOCATION
80. Chamisso Bush	
81. Catalina Ironwood	
82. Laurel	
83. Blazing Star	
84. Wishbone Bush	
85. Mustang Mint – “Mint”	Mint Way/Cherry Cir.
86. Myrtle	Myrtle Ln./Clover Cir.
87. Needlegrass	
88. Beavertail	
89. Pricklypear	
90. Cactus	
91. Clover	Clover Cir/Myrtle Ln.
92. Redwood Sorrel	
93. Palo Verde	
94. Peony	
95. Scarlet Bugler	
96. Desert Bluebell	
97. Fiesta Flower	
98. Pine	
a. Pinewood Way	Pinewood Way/Fallen Leaf Dr.
b. Pinewood Court	Pinewood Way/Pinewood Ct.
c. Pinehurst Court	Pinehurst Ct./Tularcitos Dr.
99. Sycamore	Sycamore Dr./Barber Ln.
100. Cottonwood	Cottonwood Dr./Barber Ln.
101. Desert Peach	
102. Desert Almond	
103. Cherry	Cherry Cir./Mint Way
104. Coffee Berry	Coffee Berry Ln./Wild Rose Ln.
105. Red Berry	Red Berry Ln./Sunflower Ln.
106. Lemonade Berry	
107. Sugar Bush	
108. Currant Family	
a. Currant	Currant Rd./Lavender Loop
109. Matilija Poppy	
110. Wild Rose	
111. Baja Rose	
112. Chia	
113. Sage Family	
a. Sagemeadow Court	Sagemeadow Ct./ Beresford Ct.
114. Mexican Elderberry	
115. Checker	
116. Catchfly	
117. Grass Family	

NAME		EXISTING STREET LOCATION
118.	Goldenrod	
119.	La Luna	
120.	Aster Family	
121.	Clover	Clover Cir & Clover Ct.
122.	Southern Cattail	
123.	Sunflower	Sunflower Ln./S. Main St.
124.	Wild Grape	
125.	Joshua Tree	Joshua Tree Cir./Lundy Rd.
126.	Nightshade	Nightshade Rd./Garden St.
127.	Oak	
	a. Oakhurst Way	Oakhurst Way/Sandhurst Way
	b. Oak Ridge Road	Oak Ridge Rd./Calaveras Blvd.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Updates to the Community Advisory Commission Bylaws Addendum, and Approve Changing the Commission Name (Staff Contact: Robert Musallam, Housing Official, 408-586-3275)
Category:	Consent Calendar-Community Development
Meeting Date:	8/13/2024
Recommendation:	(1) Approve updates to the Community Advisory Commission Bylaws Addendum; and (2) Approve the Commission name change to the Community Housing Commission.

BACKGROUND:

The Community Advisory Commission (CAC) serves as an advisory body on matters affecting Milpitas residents, especially those relating to community improvement. The CAC also evaluates and makes recommendations to the City Council on diverse issues including City-wide beautification, which includes community and neighborhood clean-ups and reviewing issues related to neighborhood abatement. CAC also advises City Council on recommended funding for the annual Community Development Block Grant program.

The City of Milpitas has 13 Commissions and Committees, appointed by the Mayor and City Council. Each Commission follows the guidelines set by the Commissioner Handbook, Standardized Commission Bylaws, individual Commission Bylaws Addendums, and annual Work Plans. Additionally, each Commission has a staff liaison available to provide staff support and work closely with the respective Chair to develop meeting agendas and any information gathered for the benefit of the Commissioners.

On August 21, 2018 the City Council approved the Commissioner Handbook (Handbook). The Handbook includes rules and procedures for Commissioners and Alternates, rules for attendance, protocols to be followed during a meeting, and annual work plans.

On April 16, 2019 the City Council approved standardized Bylaws and Individual Commission Bylaws Addendums. The Addendums capture each respective Commission's advisory area, meeting date, time, and location, and any special membership requirements or recommended areas of interest. As needed, revisions to the Commissioner Handbook, Standardized Bylaws, and Bylaws Addendums are brought to the City Council for approval.

On October 17, 2023, the City Council approved the Community Advisory Commission's Fiscal Year (FY) 2023-2024 Work Plan.

On April 2, 2024 Vice Mayor Evelyn Chua review changing the name and workplan of the CAC to focus more on housing items.

On June 11, 2024 the City Council directed staff to work on the potential name and workplan change as part of the quarterly priority setting city council item.

ANALYSIS:

The Community Advisory Commission (CAC) met 11 times during FY 2023-2024. As the longest running Commission, the CAC has advocated for Milpitas residents since July 20, 1954.

To align with city council direction from June 11, 2024, staff recommends amending the CAC Bylaws Addendum (Attachment 1). This amendment would include a change of the advisory area from "matters affecting Milpitas residents, especially those relating to community improvement, beautification, and Community Development Block Grant program funding" to "matters related to housing and social services."

In conjunction with the above recommended change in the CAC Bylaws Addendum, staff recommends changing both the name and meeting frequency of the Commission. Staff recommends the name of the Community Advisory Commission be changed to the Community Housing Commission. Currently, the Commission meets on the 1st Wednesday of every month except July, for a total of 11 meetings per year. The Office of Housing is proposing changing the frequency to the 1st Wednesday of February, April, June, August, October, and December, for a total of 6 meetings per year.

Of the City's 13 commissions, 5 of them meet 5 to 6 times a year. These commissions are the Senior Advisory, Veterans, Arts, Library and Education, and Public Safety and Emergency Preparedness. When looking at the City's commission advisory areas, the CAC is more aligned with commissions that meet 5 to 6 times a year. The Office of Housing also believes the reduction in meetings allows the Commission more time to connect with the community to better advise Housing staff and City Council on matters related to housing and social services.

POLICY ALTERNATIVE(S):

Alternative 1: Approve Commission name change, but do not approve updates to the Community Advisory Commission Bylaws.

Pros: The Community Advisory Commission name will reflect the change to a more Housing focused Commission workplan.

Cons: The advisory area will not be within the scope of work of the Office of Housing.

Reason not recommended: Aligning the CAC Advisory Area to the Office of Housing work plan creates a more effectively operating Commission.

FISCAL IMPACT:

There is no fiscal impact.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This item is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b) and the recommendations have no potential for causing a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION:

1. Approve Updates to the Community Advisory Commission Bylaws.
2. Approve Commission Name Change to Community Housing Commission

ATTACHMENT(S):

(a): Community Advisory Commission Bylaws Addendum Change

CITY OF MILPITAS
COMMISSION
BYLAWS
Addendum: Community Housing Commission

The Community Advisory Commission was established by the Milpitas City Council on July 20, 1954. Effective August 13, 2024, the Commission will be renamed the Community Housing Commission.

Advisory Area

This Commission will advise Council on matters related to housing and social services.

Meetings

The Community Housing Commission shall hold meetings the 1st Wednesday of February, March, May, June, September, and December, at 7:00 PM at the Committee Conference Room in City Hall, or another designated location.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive Report on Rent Relief Program, Approve an Agreement with FORWARD to Administer the Program, and Approve Programmatic Updates (Staff Contact: Robert Musallam, Housing Official, 408-586-3275)
Category:	Consent Calendar-Community Development
Meeting Date:	8/13/2024
Recommendation:	(1) Receive report on Rent Relief Program, (2) approve transfer of \$763,000 from the State Budget for Homelessness Prevention and Unhoused Services to the Rent Relief Program; (3) authorize the City Manager to execute a Professional Services Agreement, approved by the City Attorney, with FORWARD to administer the Rent Relief Program in an amount not-to-exceed \$763,000, and (4) approve Rent Relief Programmatic updates.

BACKGROUND:

This report provides City Council a comprehensive overview of the City's Rent Relief Program and seeks guidance on the next phase.

On October 15, 2019, City Council authorized the creation of a Pilot Rent Relief Program. The program was established to serve low- and moderate-income residents, families with dependent children, seniors, disabled individuals, victims of domestic violence, emancipated foster youth, and any resident occupying a subsidized unit. Each family can access up to \$5,000 in rent relief, per year, for items such as rent, security deposit, domestic violence relocation, child and family homelessness relief, and Section 8 good faith deposits. As the COVID-19 pandemic began to impact the community in spring 2020, the City had already created the program and established processes, which provided much needed assistance to at-risk residents in Milpitas.

On June 15, 2021, City Council approved the fiscal year 2021-2022 Community Development Block Grant (CDBG) funding which allocated a total of \$327,696 in rent relief funding to the Silicon Valley Independent Living Center (SVILC) as they were the administrator of the Pilot Rent Relief Program. By September 2021, the City allocated a total of \$1,010,696 for rent relief since October 2019 from the Affordable Housing Fund, CDBG funding, and the competitive grant awards secured from the Santa Clara County Emergency Food and Shelter Program (EFSP). The initial rent relief program provided aid to over 100 Milpitas families and over 300 individuals.

On September 7, 2021, City Council authorized the modification of the Rent Relief Program to the Rent and Mortgage Relief Program funded by the American Rescue Plan Act. Of the \$1,100,000 appropriated, \$150,000 is being utilized to partially fund a 3-year limited term Administrative Analyst within the Housing Division. Of the remaining \$950,000, \$85,500 was used to fund FORWARD as the City's program administrator. Per City Council direction, the remaining balance after program administration costs were accounted for, was split with 75% (\$648,375) for rent relief and 25% (\$216,125) for mortgage relief.

On April 16, 2024, City Council approved the transfer of mortgage relief funds to rent relief. The mortgage relief portion closed due to only receiving 12 mortgage relief applications by April 2024 and no disbursement of payment due to ineligibility. Ineligibility was due to households being current on payments, requesting more than the maximum payment allowed, or not being Milpitas residents. The City's maximum of \$15,000 in mortgage relief funds was created with the knowledge that the California Mortgage Relief Program is still open and provides up to \$80,000 in mortgage relief.

In March 2022, the City requested support of one-time funding as part of the Fiscal Year 2022-2023 State budget through Assemblymember Alex Lee's Office (Attachment 1). The funding request included establishing

a Milpitas resource center as a 2-year pilot program (\$500,000), supporting the continuation and expansion of the City's mobile shower and laundry services, twice a week, for a period of 3 years (\$300,000), and providing rent relief to vulnerable Milpitas residents (\$700,000). In fall 2022, the City received notification of the award of state funding, through Assemblymember Lee's Office, in the amount of \$1,500,000 for housing related programs and services, which was incorporated into the City's Fiscal Year 2023-2024 Budget

On September 6, 2022, the City Council accepted the Homelessness Prevention and Unhoused Services grant awarded by the Office of Assemblymember Alex Lee through the Fiscal Year 2022-2023 State budget. The City received the funding in March 2023.

On June 6, 2023, through the Adopted FY23-24 Budget, City Council approved \$150,000 of the \$1,500,000 to continue WeHOPE's weekly mobile shower and laundry services. The approval was done through the City's budget process.

On October 3, 2023, staff brought City Council preliminary research on the various homelessness prevention and unhoused services options to meet the intent of the initial funding request. This included discussion about a day/worker center vs a navigation center, a safe parking program, and interim housing. The purpose of the meeting was to inform City Council of potential options for the unused Homelessness Prevention and Unhoused Services grant monies in addition to getting feedback and direction on a new housing program known as the Workforce Housing Rental Assistance Program. No direction on the use of the remaining Homelessness Prevention and Unhoused Services grant was given.

ANALYSIS:

In December 2022, the City's rent relief portion of its newly revamped Rent and Mortgage relief program began accepting referrals and applications.

Current Rent Relief Requirements

1. Milpitas households are eligible to receive up to \$5,000 per calendar year.
2. Applicants must prove they have been negatively impacted by the COVID-19 pandemic, unless exempted by City staff.
3. Have been a resident of Milpitas for at least six (6) months.
4. Must be located within the city limits of Milpitas, California (address cannot be a PO Box or an address that leads to a shipping center as their physical location). Verified using the City's Geographic Information System (GIS).
5. Is at or below 120% of the Area Median Income (AMI) using the United States Department of Housing and Urban Development.
6. Eligible Use of Funds:
 - a. Rent/Deposit Relief
 - b. Eviction Prevention:
 - c. Domestic Violence Relocation:
 - d. Child & Family Homelessness Relief:
 - e. Section 8 Good Faith Deposits:

Recommended Policy Changes

1. Remove the requirement that households must be negatively impact by the COVID-19 pandemic
2. Allow households seeking emergency relief flexibility in demonstrating residency qualification has been met.
 - a. The City's current program specifies that a PO box cannot be used as an address. For some of our Milpitas residents, they are seeking rent relief post eviction. Flexibility allows the program administrator and City staff to seek other methods for demonstrating residency such as Department of Motor Vehicle issued license or identification card, Santa Clara Homeless Management Information System history, and proof of children under 18 being registered in a Milpitas school.
3. Change Income Area Median Income (AMI) requirements from 120% of the AMI as defined by the United States Department of Housing and Urban Development (HUD) to 120% of the AMI as defined by the California Housing and Community Development (HCD).

- a. Current Rent Relief Program is funded through the American Rescue Plan Act, whereas the new funding was allocated from the state budget.
- b. Utilizing HCD's income limits instead of HUD will have minimal impacts. However, the change will allow more people to be eligible. Please see Tables 1 and 2 below for the AMI differences.
4. Recategorize Child and Homelessness Relief to Homeless Relief for vulnerable persons identified below:
 - a. This category would allow rent relief funds to provide temporary housing to our most vulnerable residents, as the City works with households to find a permanent solution
 - b. Eligible households include:
 - i. Families with children under 18 who are experiencing homelessness, at-risk homelessness, or have a foster child
 - ii. Households with pregnant individuals
 - iii. Disabled Individuals
 - iv. Emancipated Foster Youth
 - v. Households comprised solely of adults 50 years of age or older, which aligns with the Senior Center definition of Seniors.

Table 1: United States Department of Housing and Urban Development 2024 Santa Clara County 120% Area Median Income Limits

Household Size	1	2	3	4	5	6
120% AMI	\$153,450	\$175,350	\$197,250	\$219,150	\$236,700	\$254,250

Table 2: California Department of Housing and Community Development 2024 Santa Clara County 120% Area Median Income Limits

Household Size	1	2	3	4	5	6
120% AMI	\$154,800	\$176,900	\$199,050	\$221,150	\$238,850	\$256,550

Tenant Data

Of the 157 households that have received rent relief as part of the Rent and Mortgage Relief Program, 80% are considered extremely low or very low- income households, as defined by HUD. The average household who received rent relief was a household of 3, with an average income of \$52,209.43. The average amount of rent relief received was \$3,743.41. For a family of 3, the average household would be considered very low-income. The table below provides the maximum allowable income, by the number of persons in the household, for each extremely low and very low-income household.

Persons in Household	3	4
Extremely Low	\$49,800	\$55,300
Very Low	\$82,950	\$92,150

HUD defines a household as rent-burdened when they spend 30% or more of their gross income on housing. For households that spend 50% or more of their gross income on housing, they are considered severely rent burdened. The table below shows the average rent of varying unit sizes and what a rent burdened and severely rent burdened household's income would be.

Unit Size	Average Cost	Rent Burdened Income Range	Severely Rent Burdened Income Range
1BR	\$2,698	\$107,920 or less	\$64,752 or less
2BR	\$3,500	\$140,000 or less	\$84,000 or less
3BR	\$3,900	\$156,000	\$93,600 or less

Source: <https://www.zillow.com/rental-manager/market-trends/milpitas-ca/?bedrooms=0>

The two tables above demonstrate that the average Milpitas rent relief recipient (a household of 3 and income of \$52,209.43) is severely rent burdened.

Of the 157 households who received rent relief, approximately 78% lived in apartments while the remaining 22% lived-in single-family homes. The actual cost, household size, income, and average assistance across unit sizes can be seen in the table below. While the number does not total to 157, this is due to some households living in a studio or a greater unit size than a 3-bedroom. Staff would also like to note while there can be a variance in the price between an apartment and a house of the same bedroom size, staff believes the averages listed here are representative of the costs incurred to rent each unit size.

Unit Size	Average Cost	Average Household Size	Number of Households	Average Income	Average Assistance Amount
1BR	\$1,983.75	2	50	\$38,148.41	\$3,883.99
2BR	\$2,199.73	3	73	\$50,876.60	\$4,146.95
3BR	\$2,219.75	4	32	\$72,061.12	\$4,139.62

Note: the number does not total 159 due to household outliers living in units with no bedrooms and 4+bedrooms

The information indicates that the average household receiving rent relief lives in a unit with below average rent compared to the average cost of a unit with an equivalent number of same bedrooms. The information also underscores that 78% of Milpitas rent relief recipients live in a one- or two-bedroom unit and the average household in either of those units are severely rent burdened meaning they pay over 50% of their gross monthly income on housing costs. In other words, despite paying less than the average rental rates for their unit, most of these tenants are still rent burdened.

It is important to note that due to the unaffordable cost of housing, many families are forced to live in less common living situations such as garages, renting single or multiple rooms within a home, converted garages, ADUs, and other alternative living accommodations, including but not limited to RVs and vehicles. Additionally, many households experience things such as overcrowding. One methodology used to measure overcrowding is assessing the number of persons per bedroom (PPB) residing in each unit. PPB determines that overcrowding occurs when there are more than 2 people per bedroom residing in a unit.¹ The table below demonstrates what the average household size is per the three most common unit sizes and the highest reported occupants for each unit size.

Unit Size	Average Household Size	Highest Reported Occupants
1BR	2	4
2BR	3	6
3BR	4	6

Next Steps

The data provided above demonstrates that Milpitas households continue to need rental relief. The City Council's continual investment in rent relief through different sources of funding has been a lifeline for many families. Staff provided the table below to demonstrate the total households who received rent relief through the Rent and Mortgage Relief Program. While the 2023 and partial 2024 numbers indicate a total of 211 households, 54 were households that needed rent relief in more than one calendar year. This means that 157 unduplicated Milpitas households needed rent relief, and that approximately 34% of all recipients needed rent relief the following calendar year.

	2023	January 1 2024 – July 31 2024	Total Duplicated	Total Unduplicated
Total Recipients	99	112	54	58
Average Rental Assistance	\$3,456.46	\$3,561.00	\$3,221.58	\$3,877.02

¹ https://www.huduser.gov/publications/pdf/measuring_overcrowding_in_hsg.pdf

Total Assistance Provided	\$359,720.33	\$421,229.82	\$180,549.45	\$237,323.34
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Please note: all unduplicated households are households that came back for more rent relief the following calendar year

To ensure the program continues to benefit the most at-risk residents, staff is recommending the following programmatic updates:

1. Remove the Mortgage Relief portion of the program name
2. Remove the requirement that households must be negatively impact by the COVID-19 pandemic
3. Allow households seeking emergency relief flexibility in demonstrating residency qualification has been met.
4. Change Area Median Income (AMI) requirements from 120% of the AMI as defined by the United States Department of Housing and Urban Development (HUD) to 120% of the AMI as defined by the California Housing and Community Development (HCD).
5. Recategorize Child and Homelessness Relief to Homeless Relief for vulnerable persons identified below:
 - a. Families with children under 18 who are experiencing homelessness, at-risk homelessness, or have a foster child
 - b. Households with pregnant individuals
 - c. Disabled Individuals
 - d. Emancipated Foster Youth
 - e. Households comprised solely of adults 50 years of age or older, which aligns with the Senior Center definition of Seniors.

Additionally, staff recommends keeping the maximum eligible relief amount at \$5,000 per household per year. While the average rent assistance of \$3,741 may be lower than the \$5,000 maximum, around 40% of recipients, on average, need more than the maximum. Reducing the eligible maximum would increase the staff time spent on administering the program with FORWARD.

Staff also recommends continuing its partnership with FORWARD to administer the program. FORWARD has been successful in monitoring the program, determining eligibility, updating staff, and sending out payments.

Lastly, as of July 30, 2024, over \$750,000 in rent relief funds has been distributed through the City's Rent and Mortgage Relief Program. Even with the additional mortgage relief program funding approved by Council in April 2023, the current rent relief program has approximately \$50,000 left. Rent Relief trends indicate that the City issues approximately \$45,000 every month with an expectancy of all current rent relief funds to be spent by October 2024.

The ability to distribute rent relief is dependent on funding. While the program is permanent, available funding may not be. As such, staff is recommending allocating \$763,000 of the \$1,500,000 in Assemblymember Alex Lee grant funding to rent relief. The breakdown in costs would be \$700,000 for direct rent relief and \$63,000 to compensate FORWARD as program administrator. Staff anticipate the additional \$700,000 would provide over 15 months of funding and should fund households through December 2025. If City Council decides to allocate \$763,000 to rent relief, then the state grant will have a remaining unallocated total of \$587,000.

POLICY ALTERNATIVE(S)

Alternative 1: Approve rent relief programmatic updates, but do not approve allocation of funds from the Homelessness Prevention and Unhoused Services grant.

Pros: Funding allocated for this service can be reallocated to other programs and/or initiatives.

Cons: The City is projected to run out of rent relief funds and no other funding source has been identified.

Reason not Recommended: Rent relief is an effective homeless prevention strategy that affords household the emergency financial support needed to minimize the likelihood of becoming homeless.

FISCAL IMPACT:

If this item is approved, the fiscal impact to the City will be \$763,000 in Homelessness Prevention and Unhoused Services grant funds. With this expenditure, the remaining balance of the grant received from the Office of Assemblymember Alex Lee will be \$587,000.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This item is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b) and the recommendations have no potential for causing a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION(S):

1. Receive Report on Rent Relief Program.
2. Approve Transfer of \$763,000 from the State Budget for Homelessness Prevention and Unhoused Services to Rent Relief Program.
3. Authorize City Manager to Execute a Professional Services Agreement, approved by the City Attorney, with FORWARD with a to not exceed amount of \$763,000.
4. Approve Rent Relief Programmatic Updates.

ATTACHMENT(S):

- (a) One-Time State Funding Request Letter for Homelessness Prevention and Unhoused Services Grant
- (b) Budget Change Form



CITY OF MILPITAS

OFFICE OF MAYOR RICH TRAN

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
PHONE: 408-586-3059, www.ci.milpitas.ca.gov

March 28, 2022

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' One-Time State Funding Requests

Honorable Assemblymember Lee,

Per our conversation, and on behalf of the City of Milpitas, I am requesting your support of one-time funding as part of the FY 2022-23 State budget for the following three projects.

Cardoza Park Softball Fields Improvement

The Milpitas North Valley Police Athletic League Softball League, formerly known as Milpitas North Valley Bobby Sox, has offered inclusive softball activities for 400 Milpitas youth annually for 24 years 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 started to renovate the Russell Middle 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 provides for four softball fields to ensure a permanent home for Milpitas softball activities. As part of the FY 2023-2027 Capital Improvement Program, the City Council will allocate \$500,000 to fund the design of the project. The cost for construction is estimated at \$7 million. The City requests support for all or a portion of the estimated construction cost.

Bike Lane Facilities Enhancement

The City Council is scheduled to approve the City of Milpitas Climate Action Plan in June 2022. In 2019, approximately 60% of Green House Gas emissions were related to on-road vehicle traffic. To encourage greater mode shift from motorized vehicle travel, the city desires improving existing bicycle facilities to promote multi-modal nature of roadways and increase bicyclist comfort. The City maintains stripping for approximately 26 miles of bike lanes (Class II bike lanes); however, the vast majority of these lanes do not have the green-colored pavement

identifying potential areas of conflict, which are typically close to intersections, or other protective measures.

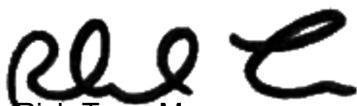
In order to support safer bicycle traffic, the City requests funding in the amount of \$1,000,000. This allocation would support upgrading existing bike lane infrastructure with green-colored pavement at intersections and through conflict areas, establish green-colored intersection bike boxes, buffered bike lanes, and/or separated bikeways marked with bollards, posts, or on-street parking.

Homelessness Prevention and Unhoused Services

Affordable Housing policies and programs and services for the unhoused are a high priority for the City Council. On March 1, 2022, the City Council provided input on the recently completed Homelessness Task Force report and individual members of the Council expressed interest in several items such as a homelessness help center, safe parking areas, prevention programs, a day worker center, a feasibility study for a navigation center, a dumpster or trash cans and expansion of the City's mobile shower and laundry services. The City also contracts with Santa Clara County to provide outreach and assessment services to the unhoused population in Milpitas. Some of the services currently funded by the City draw upon various one-time funding sources. In order to continue to serve those at risk of homelessness and the unhoused population, the City requests funding in the amount of \$1,500,000. This allocation would support continuing and expanding the City's mobile shower and laundry services, twice a week, for a period of 3 years (\$300,000), establish a Milpitas Resource Center as a 2-year pilot program (\$500,000), and provide rent relief to vulnerable Milpitas residents (\$700,000).

On behalf of the City of Milpitas and its residents, I appreciate your consideration and support for the three funding requests. For questions regarding these requests, please contact Ashwini Kantak, Assistant City Manager, at akantak@ci.milpitas.ca.gov or 408-586-3053 or Walter C. Rossmann, Deputy City Manager, at wrossmann@ci.milpitas.ca.gov or 408-586-3012.

Sincerely,



Rich Tran, Mayor
City of Milpitas

C: Milpitas City Council
Steve McHarris, City Manager
Ashwini Kantak, Assistant City Manager
Walter C. Rossmann, Deputy City Manager

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From (Credit)		To (Debit)	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	218-3561	\$763,000	218-118-4237	\$763,000

Recommendation: (1) Receive report on Rent Relief Program, (2) approve transfer of \$763,000 from the State Budget for Homelessness Prevention and Unhoused Services to the Rent Relief Program; (3) authorize the City Manager to execute a Professional Services Agreement with FORWARD to administer the Rent Relief Program in an amount not-to-exceed \$763,000, and (4) approve Rent Relief Programmatic updates.

BACKGROUND:

This report provides City Council a comprehensive overview of the City's Rent Relief Program and seeks guidance on the next phase.

On [October 15, 2019](#), City Council authorized the creation of a Pilot Rent Relief Program. The program was established to serve low- and moderate-income residents, families with dependent children, seniors, disabled individuals, victims of domestic violence, emancipated foster youth, and any resident occupying a subsidized unit. Each family can access up to \$5,000 in rent relief, per year, for items such as rent, security deposit, domestic violence relocation, child and family homelessness relief, and Section 8 good faith deposits. As the COVID-19 pandemic began to impact the community in spring 2020, the City had already created the program and established processes, which provided much needed assistance to at-risk residents in Milpitas.

On [June 15, 2021](#), City Council approved the fiscal year 2021-2022 Community Development Block Grant (CDBG) funding which allocated a total of \$327,696 in rent relief funding to the Silicon Valley Independent Living Center (SVILC) as they were the administrator of the Pilot Rent Relief Program. By September 2021, the City allocated a total of \$1,010,696 for rent relief since October 2019 from the Affordable Housing Fund, CDBG funding, and the competitive grant awards secured from the Santa Clara County Emergency Food and Shelter Program (EFSP). The initial rent relief program provided aid to over 100 Milpitas families and over 300 individuals.

On [September 7, 2021](#), City Council authorized the modification of the Rent Relief Program to the Rent and Mortgage Relief Program funded by the American Rescue Plan Act. Of the \$1,100,000 appropriated, \$150,000 is being utilized to partially fund a 3-year limited term Administrative Analyst within the Housing Division. Of the remaining \$950,000, \$85,500 was used to fund FORWARD as the City's program administrator. Per City Council direction, the remaining balance after program administration costs were accounted for, was split with 75% (\$648,375) for rent relief and 25% (\$216,125) for mortgage relief.

On [April 16, 2024](#), City Council approved the transfer of mortgage relief funds to rent relief. The mortgage relief portion closed due to only receiving 12 mortgage relief applications by April 2024 and no disbursement of payment due to ineligibility. Ineligibility was due to households being current on payments, requesting more than the maximum payment allowed, or not being Milpitas residents. The City's maximum of \$15,000 in mortgage relief funds was created with the knowledge that the California Mortgage Relief Program is still open and provides up to \$80,000 in mortgage relief.

In March 2022, the City requested support of one-time funding as part of the Fiscal Year 2022-2023 State budget through Assemblymember Alex Lee's Office (Attachment 1). The funding request included establishing a Milpitas resource center as a 2-year pilot program (\$500,000), supporting the continuation and expansion of the City's mobile

shower and laundry services, twice a week, for a period of 3 years (\$300,000), and providing rent relief to vulnerable Milpitas residents (\$700,000). In fall 2022, the City received notification of the award of state funding, through Assemblymember Lee's Office, in the amount of \$1,500,000 for housing related programs and services, which was incorporated into the City's Fiscal Year 2023-2024 Budget.

On [September 6, 2022](#) the City Council accepted the Homelessness Prevention and Unhoused Services grant awarded by the Office of Assemblymember Alex Lee through the Fiscal Year 2022-2023 State budget. The City received the funding in March 2023.

On [June 6, 2023](#), through the Adopted FY23-24 Budget, City Council approved \$150,000 of the \$1,500,000 to continue WeHOPE's weekly mobile shower and laundry services. The approval was done through the City's budget process.

On [October 3, 2023](#), staff brought City Council preliminary research on the various homelessness prevention and unhoused services options to meet the intent of the initial funding request. This included discussion about a day/worker center vs a navigation center, a safe parking program, and interim housing. The purpose of the meeting was to inform City Council of potential options for the unused Homelessness Prevention and Unhoused Services grant monies in addition to getting feedback and direction on a new housing program known as the Workforce Housing Rental Assistance Program. No direction on the use of the remaining Homelessness Prevention and Unhoused Services grant was given.

ANALYSIS:

In December 2022, the City's rent relief portion of its newly revamped Rent and Mortgage relief program began accepting referrals and applications.

Current Rent Relief Requirements

1. Milpitas households are eligible to receive up to \$5,000 per calendar year.
2. Applicants must prove they have been negatively impacted by the COVID-19 pandemic, unless exempted by City staff.
3. Have been a resident of Milpitas for at least six (6) months.
4. Must be located within the city limits of Milpitas, California (address cannot be a PO Box or an address that leads to a shipping center as their physical location). Verified using the City's Geographic Information System (GIS).
5. Is at or below 120% of the Area Median Income (AMI) using the United States Department of Housing and Urban Development.
6. Eligible Use of Funds:
 - a. Rent/Deposit Relief
 - b. Eviction Prevention:
 - c. Domestic Violence Relocation:
 - d. Child & Family Homelessness Relief:
 - e. Section 8 Good Faith Deposits:

Recommended Policy Changes

1. Remove the requirement that households must be negatively impact by the COVID-19 pandemic
2. Allow households seeking emergency relief flexibility in demonstrating residency qualification has been met.
 - a. The City's current program specifies that a PO box cannot be used as an address. For some of our Milpitas residents, they are seeking rent relief post eviction. Flexibility allows the program administrator and City staff to seek other methods for demonstrating residency such as Department of Motor Vehicle issued license or identification card, Santa Clara Homeless Management Information System history, and proof of children under 18 being registered in a Milpitas school.
3. Change Income Area Median Income (AMI) requirements from 120% of the AMI as defined by the United States Department of Housing and Urban Development (HUD) to 120% of the AMI as defined by the California Housing and Community Development (HCD).
 - a. Current Rent Relief Program is funded through the American Rescue Plan Act, whereas the new funding was allocated from the state budget.
 - b. Utilizing HCD's income limits instead of HUD will have minimal impacts. However, the change will allow more people to be eligible. Please see Tables 1 and 2 below for the AMI differences.

4. Recategorize Child and Homelessness Relief to Homeless Relief for vulnerable persons identified below:
 - a. This category would allow rent relief funds to provide temporary housing to our most vulnerable residents, as the City works with households to find a permanent solution
 - b. Eligible households include:
 - i. Families with children under 18 who are experiencing homelessness, at-risk homelessness, or have a foster child
 - ii. Households with pregnant individuals
 - iii. Disabled Individuals
 - iv. Emancipated Foster Youth
 - v. Households comprised solely of adults 50 years of age or older, which aligns with the Senior Center definition of Seniors.

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Household Size	1	2	3	4	5	6
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Household Size	1	2	3	4	5	6
120% AMI	\$154,800	\$176,900	\$199,050	\$221,150	\$238,850	\$256,550

Tenant Data

Of the 150+ households that have received rent relief as part of the ARPA funded Rent and Mortgage Relief Program, 80% are considered extremely low or very low- income households, as defined by HUD. The average household who received rent relief was a household of 3, with an average income of \$52,209.43. The average amount of rent relief received was \$3,743.41. For a family of 3, the average household would be considered very low-income. The table below provides the maximum allowable income, by the number of persons in the household, for each extremely low and very low-income household.

Persons in Household	3	4
Extremely Low	\$49,800	\$55,300
Very Low	\$82,950	\$92,150

HUD defines a household rent-burdened when they spend 30% or more of their gross income on housing. For households that spend 50% or more of their gross income on housing, they are considered severely rent burdened. The table below shows the average rent of varying unit sizes and what a rent burdened and severely rent burdened household's income would be.

Unit Size	Average Cost	Rent Burdened Income Range	Severely Rent Burdened Income Range
1BR	\$2,698	\$107,920 or less	\$64,752 or less
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Source: <https://www.zillow.com/rental-manager/market-trends/milpitas-ca/?bedrooms=0>

The two tables above demonstrate that the average Milpitas rent relief recipient (a household of 3 and income of \$52,209.43) is severely rent burdened.

Of the 159 households who received rent relief, approximately 122 lived in apartments and 34 lived-in single-family homes. The actual cost, household size, income, and average assistance across unit sizes can be seen in the table

below. And while there can be a variance in the price between an apartment and a house of the same bedroom size, staff believes the averages listed here are representative of the costs incurred to rent each unit size.

Unit Size	Average Cost	Average Household Size	Number of Households	Average Income	Average Assistance Amount
1BR	\$1,983.75	2	50	\$38,148.41	\$3,883.99
2BR	\$2,199.73	3	73	\$50,876.60	\$4,146.95
3BR+	\$2,219.75	4	32	\$72,061.12	\$4,139.62

Note: the number does not total 159 due to household outliers living in units with no bedrooms and 4+bedrooms

The information indicates that the average household receiving rent relief lives in a unit with below average rent compared to the average cost of a unit with an equivalent number of same bedrooms. The information also underscores that 78% of Milpitas rent relief recipients live in a one- or two-bedroom unit and the average household in either of those units are severely rent burdened meaning they pay over 50% of their gross monthly income on housing costs. In other words, despite paying less than the average rental rates for their unit, most of these tenants are still rent burdened.

It is important to note that due to the unaffordable cost of housing, many families are forced to live in less common living situations such as garages, renting single or multiple rooms within a home, converted garages, ADUs, and other alternative living accommodations, including but not limited to RVs and vehicles. Additionally, many households experience things such as overcrowding. One methodology used to measure overcrowding is assessing the number of persons per bedroom (PPB) residing in each unit. PPB determines that overcrowding occurs when there are more than 2 people per bedroom residing in a unit.¹ The table below demonstrates what the average household size is per the three most common unit sizes and the highest reported occupants for each unit size.

Unit Size	Average Household Size	Highest Reported Occupants
1BR	2	4
2BR	3	6
3BR	4	6

Next Steps

The data provided above demonstrates that Milpitas households continue to need rental relief. The City Council's continual investment in rent relief through different sources of funding has been a lifeline for many families. Of the 159 households that received rent relief assistance, 59 separate households have asked for over \$5,000 in assistance. This means while the average rental assistance given was \$3,743.41, over 37% of the total recipients needed more than the maximum assistance of \$5,000 per calendar year.

As the City has partnered with FORWARD to administer the program for approximately the last 2 years, the City has identified 46 households have utilized the rent relief program in 2 separate calendar years. Out of the 46 total, 33 households had previously received less than \$5,000 in rent relief. This means they did not hit the max available in the previous year. However, 11 of the 46 households, did reach the maximum in 2023 and sought rent relief in 2024.

To ensure the program continues to benefit the most at-risk residents, staff is recommending the following programmatic updates:

1. Remove the Mortgage Relief portion of the program name
2. Remove the requirement that households must be negatively impact by the COVID-19 pandemic
3. Allow households seeking emergency relief flexibility in demonstrating residency qualification has been met.
4. Change Area Median Income (AMI) requirements from 120% of the AMI as defined by the United States Department of Housing and Urban Development (HUD) to 120% of the AMI as defined by the California Housing and Community Development (HCD).
5. Recategorize Child and Homelessness Relief to Homeless Relief for vulnerable persons identified below:

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- e. Households comprised solely of adults 50 years of age or older, which aligns with the Senior Center definition of Seniors.

Additionally, staff recommends keeping the maximum eligible relief amount at \$5,000 per household per year. While the average rent assistance of \$3,741 may be lower than the \$5,000 maximum, around 40% of recipients, on average, need more than the maximum. Reducing the eligible maximum would increase the staff time spent on administering the program with FORWARD.

Staff also recommends continuing its partnership with FORWARD to administer the program. FORWARD has been successful in monitoring the program, determining eligibility, updating staff, and sending out payments.

Lastly, as of July 30, 2024, over \$750,000 in rent relief funds has been distributed through the City's Rent and Mortgage Relief Program. Even with the additional mortgage relief program funding approved by Council in April 2023, the current rent relief program has approximately \$50,000 left. Rent Relief trends indicate that the City issues approximately \$45,000 every month with an expectancy of all current rent relief funds to be spent by Q2 of fiscal year 2024-2025.

The ability to distribute rent relief is dependent on funding. While the program is permanent, available funding may not be. As such, staff is recommending allocating \$763,000 of the \$1,500,000 in Assemblymember Alex Lee grant funding to rent relief. The breakdown in costs would be \$700,000 for direct rent relief and \$63,000 to compensate FORWARD as program administrator. Staff anticipate the additional \$700,000 would provide over 15 months of funding and should fund households through December 2025. If City Council decides to allocate \$763,000 to rent relief, then the state grant will have a remaining unallocated total of \$587,000.

POLICY ALTERNATIVE(S)

Alternative 1: Approve rent relief programmatic updates, but do not approve allocation of funds from the Homelessness Prevention and Unhoused Services grant.

Pros: Funding allocated for this service can be reallocated to other programs and/or initiatives.

Cons: The City is projected to run out of rent relief funds and no other funding source has been identified.

Reason not Recommended: Rent relief is an effective homeless prevention strategy that affords household the emergency financial support needed to minimize the likelihood of becoming homeless.

FISCAL IMPACT:

The City will utilize \$763,000 from in Homelessness Prevention and Unhoused Services grant funds awarded by the Office of Assembly member Alex Lee. With this expenditure, the remaining balance of the grant received from the Office of Assemblymember Alex Lee will be \$587,000.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This item is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b) and the recommendations have no potential for causing a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION(S): TReceive Report on Rent Relief Program.

1. Approve Transfer of \$763,000 from the State Budget for Homelessness Prevention and Unhoused Services to Rent Relief Program.
2. Authorize City Manager to Execute a Professional Services Agreement with FORWARD with a to not exceed amount of \$763,000.
3. Approve Rent Relief Programmatic Updates.

ATTACHMENT(S):

- (a) One-Time State Funding Request Letter for Homelessness Prevention and Unhoused Services Grant
- (b) Budget Change Form

☐ Check if City Council Approval required.

Meeting: August 13, 2024

Requested by:	Department Head: Robert Musallam	Date: August 13, 2024
Reviewed by:	Finance Director: Luz Cofresi-Howe	Date: August 13, 2024
Approved by:	City Manager: Ned Thomas	Date: August 13, 2024
Date approved by City Council, if required:		Confirmed by:

FI/24786/V

Form 30-222 (Rev. 1/92)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve an Agreement with Peninsula Pump & Equipment Inc. for Wet Well Cleaning Services (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/13/2024
Recommendation:	Approve and authorize the City Manager to execute an agreement with Peninsula Pump & Equipment Inc. for a five-year term in an amount not-to-exceed \$324,060 to provide wet well cleaning services, subject to the annual appropriation of funds.

BACKGROUND:

The City operates and maintains seven (7) wet wells on its stormwater system. These wet wells are used as holding tanks for gravity-flow stormwater systems. Stormwater enters and is held in the wet well. Once set water levels are reached, pumps are triggered to engage and pump the stormwater out of the wet well and into nearby creeks and waterways. Solid material, dirt, and debris will often accumulate in the bottom of the wet well, which affects the performance of the stormwater system.

Annual maintenance services performed on City wet wells are essential to remove excessive sediment build-up to prevent pump failures and infrastructure damage, storm overflows and backups, and flooding. The services to be performed for each wet well encompass the complete removal of accumulated sediment and cleaning of storm pump station wet well floors and walls of unwanted materials, including debris, sand, trash, rubbish, and scum, including the off-haul and disposal of all materials cleaned out at the City's storm pump stations.

On July 1, 2019, the City executed a contract with Peninsula Pump & Equipment Inc. to perform annual wet well maintenance services for a five-year contract term. The contract expired on June 30, 2024. To provide continued services, an Invitation to Bid (IFB) was issued to solicit bids from qualified contractors. The proposed agreement would be for a five (5) year period, fixed-price contract for annual wet well cleaning services. By executing the agreement, all City wet wells will be well-maintained to prevent pump failure and infrastructure damage, storm overflows and backups, and flooding.

ANALYSIS:

On June 28, 2024, the Finance-Purchasing Division issued Invitation for Bid (IFB) 24-141 for Wet Well Cleaning Services. The IFB was publicly noticed in accordance with City Municipal code and advertised on the City's website. A voluntary bid walk was held on July 10, 2024, with three (3) contractors in attendance. There were two bids received at the bid close on July 19, 2024. The bid from Peninsula Pump & Equipment Inc. was within the City's estimate for these services and was determined to be the lowest responsive and responsible bidder.

Bidding Contractor	Base Bid
Peninsula Pump & Equipment Inc.	\$324,060.00
Abel Septic Tank Service	\$941,141.54

The proposed agreement is for wet well rehabilitation and annual maintenance services for the City's wet wells at the following pump stations:

1. Bellew Storm Pump Station - 481 Murphy Ranch Drive
2. McCarthy Ranch Storm Pump Station - 1001 North McCarthy Boulevard
3. Murphy Ranch Storm Pump Station - 801 Murphy Ranch Drive
4. Oak Creek Storm Pump Station - 1521 McCarthy Boulevard
5. Jurgens Storm Pump Station - 345 Jurgens Drive
6. Manor Storm Pump Station - 345 Marylinn Drive
7. Wrigley Ford Storm Pump Station - 75 Marylinn Drive

Staff recommends authorizing the City Manager to execute an agreement with Peninsula Pump & Equipment Inc. for a five-year agreement not-to-exceed \$324,060 to provide wet well cleaning services.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve and authorize the City Manager to execute a maintenance service agreement with Peninsula Pump & Equipment Inc.

Pros: None.

Cons: Debris may build up from the rainy season, resulting in rising water levels in the wet wells. In addition, the City's wet wells may experience costly emergency cleaning and a decrease in reliability supporting critical City facilities.

Reason for Not Recommending: Not proceeding with annual wet well cleaning services would affect the City's seven (7) storm pump stations. By executing the agreement, all the wet wells will be well-maintained to prevent pump failure and infrastructure damage, storm overflows and backups, and flooding.

FISCAL IMPACT:

Sufficient funding is budgeted for wet well cleaning services in the FY 2024-25 Public Works Operating Budget. Funding for the remaining years of this contract will be subject to appropriation of funds by Council during the annual budget process.

Contract Term	Amount
Year 1	\$62,880
Year 2	\$62,880
Year 3	\$65,400
Year 4	\$65,400
Year 5	\$67,500
Not-to-Exceed Amount	\$324,060

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The project entails the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301.

RECOMMENDATION:

Approve and authorize the City Manager to execute an agreement with Peninsula Pump & Equipment Inc. for a five-year agreement not-to-exceed \$324,060 to provide wet well cleaning services, subject to annual appropriation of funds.

ATTACHMENT(S):

Agreement with Peninsula Pump & Equipment Inc. for Wet Well Cleaning Services

**CITY OF MILPITAS
MAINTENANCE SERVICES AGREEMENT
CONTRACT NO. 24-141**

1. PARTIES AND DATE.

This Agreement is made and entered into this day of _____ by and between the City of Milpitas, a municipal corporation organized under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”) and **Peninsula Pump & Equipment Inc.**, a California corporation with its principal place of business at **713 South Claremont Street, San Mateo, CA 94402** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Wet Well Cleaning Services** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **Wet Well Cleaning Services** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Wet Well Cleaning Services** maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term.

The term of this Agreement shall be from **the Date First written above** to **August 30, 2029**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor’s performance at the end of each year and cancel all or part of the Agreement.

Contractor shall perform its services in a prompt and timely manner and shall commence performance upon the Effective Date. Contractor shall complete the services required hereunder.

3.2 Responsibilities of Contractor.

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

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

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

3.2.4 City's Representative. The City hereby designates **Elaine Marshall**, 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. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Mark Victory**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to

perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of

any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall comply with the CARB's regulation regarding the use of off-road diesel fueled fleets, sections 2449, 2449.1, and 2449.2 of Title 13 of the California Code of Regulations. Contractor shall provide the City with a Certificate of Reported Compliance for all applicable vehicles used by Contractor or any subcontractor with diesel-fueled or alternative diesel fueled off-road compression-ignition engines with a maximum power of 25 horsepower or greater provided the vehicles cannot be registered and driven safely on-road or were not designed to be driven on-road, even if they have been modified so that they can be driven safely on road. Noncompliant fleets are prohibited from being used on the Project. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or

regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

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

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit “D” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit “D” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City’s sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best’s rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

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

3.3 **Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Twenty-Four Thousand Sixty Dollars and Zero Cents (\$324,060.00)** without written approval of City

Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's

performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

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

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement

3.5 General Provisions.

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

Contractor:

Peninsula Pump & Equipment Inc.
713 South Claremont Street
San Mateo, CA 94402
Attn: Mark Victory

City:

City of Milpitas

455 E. Calaveras Boulevard
Milpitas, California 95035
Attn: Christian Di Renzo, Public Works Director

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, 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 arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Santa Clara County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

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

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

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

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

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

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

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

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

3.5.19 Wage Theft Prevention.

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

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

3.5.19.3 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 Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order.

If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.5.19.4 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.

3.5.19.5 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.

3.5.19.6 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.

3.5.20 Federal Provisions. [Reserved]

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND PENINSULA PUMP & EQUIPMENT INC**

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

CITY OF MILPITAS

Approved By:

Ned Thomas, City Manager

Date

Approved As To Form:

Michael Mutalipassi, City Attorney

Approved:

Luz Cofresí-Howe
Finance Director/Risk Manager

Approved As To Content:

Christian Di Renzo, Director of Public Works

PENINSULA PUMP & EQUIPMENT INC

Signature

Name

Title

Date

EXHIBIT “A” SCOPE OF SERVICES

1.01 Overview

The Scope of Work under this project includes, but is not limited to, the complete cleaning of seven (7) storm pump station wet well floors and walls of unwanted materials (wet and/or dry materials), including debris, sand, trash, rubbish, and scum, including the off-haul and disposal of all materials cleaned out at the City’s storm pump stations.

The quantities shown below are estimated quantities. Actual quantities are uncertain. No quantities are guaranteed and are not intended as such.

	Pump Station	Estimated Material Quantity of Wet or Dry Debris Materials*
1.	Bellevue Pump Station	40 cubic yards
2.	McCarthy Ranch Pump Station	40 cubic yards
3.	Murphy Ranch Pump Station	40 cubic yards
4.	Oak Creek Pump Station	40 cubic yards
5.	Jurgens Pump Station	30 cubic yards
6.	Manor Pump Station	30 cubic yards
7.	Wrigley Ford Pump Station	30 cubic yards

The Contractor shall provide wet well cleaning services between the months of May through September for the City’s pump stations listed in this contract. The Contractor shall provide five (5) years of annual wet well cleaning services for these stations. Annual cleaning services will be scheduled at least one week in advance. Additional work provided above and beyond the contract allowance will be provided at the contract’s rates on a time-and-material basis.

The Contractor shall furnish all labor, materials, tools, required testing, equipment, off-haul and disposal, fees, taxes, licenses, permits, and any and all incidentals necessary to perform the work involved in wet well cleaning, such as removal and replacing of fencing, screens, etc. and all other work described and specified in the bid document. No payment will be made until all work involved at each location is completed and inspected to the satisfaction of the Public Works Maintenance Manager for Utilities or by his designee (heretofore referred to as “City Personnel”).

1.02 Qualifications

A. Contractor shall maintain, at a minimum, have the following qualifications:

1. The Contractor shall have a minimum of five (5) years of wet well cleaning service or other related field service experience.
2. The Contractor’s technicians shall have a minimum of three (3) years of wet well cleaning or other related field service experience.
3. The Contractor shall possess Class A, B, or C-42 license from the Contractor’s State License Board. Any contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor’s State License Board in accordance with Section 20103.5 of the Public Contract Code.
4. Entering the wet well will be necessary and it should be noted that this work is considered a “Permit Required” confined space entry requiring the contractor to provide qualified attendant and rescue personnel outside of the wet well, including all of the necessary confined space, atmospheric testing, and rescue equipment.

1.03 Scope of Services

A. General

1. Annual scheduled wet well cleaning shall be performed during normal business hours between 8:00 AM and 5:00 PM. The annual scheduled cleaning shall be coordinated with City personnel at least one week in advance.
2. The Contractor shall provide all tools and equipment necessary to perform the wet well cleaning services at all of the pump stations included in this contract.

B. Service Personnel

1. All technicians dispatched by the Contractor to perform the annual wet well cleaning services shall be certified to perform the services at the pump stations included in this contract.
2. The Contractor shall not dispatch any personnel to provide wet well cleaning services that are not fully certified to provide services.
3. The Contractor's personnel shall wear identifiable uniforms at all times on City property. The Contractor's personnel shall provide picture identification upon request at any time while on City property.

C. Mobilization, Demobilization, and Other Incidentals

1. The Contract shall provide, attain, ensure, or attend to all of the following:
 - i. Securing bonds and insurance.
 - ii. Mobilization of materials and equipment to the site.
 - iii. Providing all preparatory work prior to the commencement of productive work at the sites required.
 - iv. Preparation of all necessary permits, submittals, notifications, and other documentation.
 - v. Coordination and other items required to complete the work.
 - vi. Demobilization of all materials and equipment from the sites.
 - vii. On-going and final site clean-up.

D. Locations

1. Wet well cleaning shall be performed at the following locations:

	Location	Address
1.	Jurgens Pump Station	345 Jurgens Drive
2.	Murphy Ranch Pump Station	801 Murphy Ranch Drive
3.	Bellew Pump Station	481 Murphy Ranch Drive
4.	Oak Creek Pump Station	1521 McCarthy Boulevard
5.	Wrigley Ford Pump Station	75 Marylinn Drive
6.	Manor Pump Station	345 Marylinn Drive
7.	McCarthy Pump Station	1001 North McCarthy Boulevard

E. Provide Wet Well Cleaning

1. General

- i. All work shall be performed in accordance with all California Occupational Safety and Health Administration (CAL OSHA) and the Federal Occupational Safety and Health Administration (OSHA) regulations governing confined space entry.
- ii. The Contractor's technicians shall be trained in confined space entry. Lockout-tagout (LOTO) procedures shall be followed and emergency procedures shall be planned, documented, and practiced in advance.

- iii. The Contractor shall coordinate all work with City personnel prior, during, and after cleaning and when a wet well is returned to service.
 - 2. Wet Well Cleaning
 - i. Pump station wet wells identified within this bid shall be completely cleaned of all solid materials within subsurface storm water pump station wet wells that are fed by gravity storm drain system, including, but not limited to, sand, soil, trash, rubbish, debris, etc. These materials may be submerged below storm water that has accumulated within the wet well due to groundwater, summer storms, or other nuisance water flows that may collect within the pump station wet wells.
 - ii. The Contractor shall coordinate with the City Personnel to determine optimal times for wet well cleaning.
 - iii. Access to the wet wells is through the gates on the fence around the trash rack area of the wet wells.
 - iv. The wet wells shall be cleaned either manually or mechanically. The Contractor shall provide the City Personnel with a proposed plan and methodology for wet well cleaning.
 - v. Cleaning of the wet wells shall include, but not be limited to, the following:
 - a. Removal of the railing and covers from the wet well.
 - b. Pump the wet well dry all the way down to the floor.
 - c. Coordinate with City Personnel who will isolate the pumps. Apply LOTO.
 - d. Use plugs/sandbags/berm to stop the flow into wet well.
 - e. The Contractor shall remove from the wet well floors and walls unwanted materials (wet and/or dry materials), including debris, sand, trash, rubbish, and scum.
 - f. Wash down the entire wet well and scrape the walls, as necessary.
 - g. Remove all tools and equipment from the wet well.
 - h. Remove the plugs/sandbags/berm that isolate the wet well.
 - i. Return wet well covers and railings to their proper places.
 - 3. Control of Water
 - i. The Contractor is responsible for implementing measures as needed to remove, limit, and control storm water within and or entering the wet well as required to allow for work to proceed regardless of the weather.
 - ii. The Contractor shall use the outfall at each station for disposal of water, if necessary.
- F. Disposal of Materials (Wet and Dry)
 - 1. The hauling and disposal of materials off the job site shall be performed by the contractor and the costs shall be included in the contract.
 - 2. The Contractor shall be responsible for the complete and immediate disposal of the materials and no stockpile of these materials shall be permitted on any of the station sites or City property.
 - 3. The Contractor shall be responsible for the prompt clean-up of any spilled materials during the loading and off-hauling phase.
 - 4. The Contractor shall keep the work site clean of all waste and debris at all times, and shall maintain the worksite in a clean and swept condition at all times to the satisfaction of City personnel.
 - 5. The Contractor will coordinate with City personnel to designate the appropriate discharge point for waste and debris materials collected.

G. Equipment

1. All cleaning machines must be capable of efficient, reliable operation. All Contractors shall be expected to have and make available extension equipment on an as needed basis in order to properly clean deeper basins. Actual operation of equipment may need to be witnessed/verified by a Public Works Official upon and prior to awarding a purchase order for this requirement.

H. Annual Service

1. Starting July 1, 2024, the Contractor shall provide annual wet well cleaning services at the storm pump stations listed in the bid document.
2. Annual Maintenance shall include, but not be limited to the following: wet well cleaning of the walls, floors, bays, screens/trash racks, and as directed by the Public Works Maintenance Manager for Utilities.

1.04 Measurement and Payment

A. General

1. The total Bid price shall cover all work necessary for the proper and successful completion of the Contract. All work not specifically set forth as a pay item in the Bidder's Bid, but necessary to meet the requirements of this Contract, shall be considered a subsidiary obligation of the Contractor, and all costs in connection therewith shall be included in the prices Bid.
2. All estimated quantities stipulated in the Bid form are to be used only as a basis for estimating the probable cost of the work and/or for the purpose of comparing the Bids submitted for the work. The actual amounts of work completed under unit price items may differ from estimated quantities. The basis of payment for unit price work will be the actual amount of work completed. Contractor agrees to make no claim for damages, anticipated profits or otherwise on account of any difference in the amounts of work actually performed, and estimated amounts therefor.
3. Payment for annual wet well cleaning services will be made at the contract bid lump sum cost annually upon completion and upon approval by the City of the work

EXHIBIT “B”
SCHEDULE OF SERVICES

A. General

1. Annual scheduled wet well cleaning shall be performed during normal business hours between 8:00 AM and 5:00 PM. The annual scheduled cleaning shall be coordinated with City personnel at least one week in advance.

EXHIBIT “C”

COMPENSATION

The total compensation shall not exceed **Three Hundred Twenty-Four Thousand Sixty Dollars and Zero Cents (\$324,060.00)** without written approval of City Manager.

A. Annual Wet Well Cleaning Services (Year 1 through Year 5 Pricing)

1. Contractor is responsible for providing annual wet well cleaning activities as detailed in Section 1.03, Section E, Part 2 (Scope of Services – Wet Well Cleaning).
2. Contractor is responsible for the removal of all materials (wet or dry) at the interior floor of the wet wells. The table below provides the total cost for all labor, material, tools, management, travel, and equipment necessary for the cleaning of the seven (7) wet wells and the disposal of all materials (wet or dry) from the clean out.
3. Payment for annual wet well cleaning services will be made at the contract bid lump sum cost annually upon completion and upon approval by the City of the work.

Contract Term	Amount
Year 1	\$62,880.00
Year 2	\$62,880.00
Year 3	\$65,400.00
Year 4	\$65,400.00
Year 5	\$67,500.00
Not-to-Exceed Amount	\$324,060.00

EXHIBIT "D"

INSURANCE REQUIREMENTS

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's or Consultant's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

___ Bid Bond
___ Performance Bond
___ Payment Bond

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

Other Insurance Provisions:

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

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

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

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

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

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

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

X Waiver of Subrogation:

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

Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to Accept the Grant Award from the Metropolitan Transportation Commission and Approve an Agreement with O'Dell Engineering, Inc. for Consultant Services Related to the Innovation District Parks and Trails Master Plan (Staff Contact: Jay Lee, Planning Director, 408-586-3077)
Category:	Consent Calendar-Community Development
Meeting Date:	8/13/2024
Recommendation:	Adopt a resolution to accept a grant award of \$200,000 from the Metropolitan Transportation Commission, award RFP No. 24-126, and authorize the City Manager to execute a Professional Services Agreement with O'Dell Engineering, Inc. for consultant services related to the Innovation District Parks and Trails Master Plan in the amount of \$198,178.

BACKGROUND:

Following a robust, multi-year planning process, the City of Milpitas adopted the Milpitas Metro Specific Plan (Metro Plan) on February 7, 2023. The Metro Plan is an update to the Transit Area Specific Plan (TASP), adopted in 2008, and builds upon the original vision and strategy for transforming older industrial areas around the new Milpitas Transit Center into new high-density, mixed-use neighborhoods with direct access to transit. One of the key strategies is to establish an employment-focused Innovation District to accommodate and facilitate approximately 3 million square feet of new office, research and development, and advanced manufacturing development.

The Metro Plan establishes a new Innovation District to leverage the opportunity to receive and support higher-intensity employment opportunities following the opening of the Milpitas BART Station in June 2020. The Metro Plan envisions several public improvements east of South Milpitas Boulevard to enhance the recreational amenities and connections in the Innovation District and attract businesses. These improvements include two new parks and a multi-use trail adjacent to Berryessa Creek. The Metro Plan identifies these proposed amenities on a map, but conceptual designs and programming are needed to lay the foundation for constructing these open space facilities in the future.

To meet the San Francisco Bay Area's long-range goals of reduced greenhouse gas emissions and more affordable housing for all, the Metropolitan Transportation Commission (MTC) has been offering funding and technical assistance to local jurisdictions through its Priority Development Away (PDA) Planning Program since 2007. On February 23, 2023, City staff submitted an application for grant funding to prepare the Milpitas Innovation District Parks and Trails Master Plan and was awarded \$200,000.00 in funding for this work. Further, the City has allocated this funding as part of the 2025-2029 Capital Improvement Program.

ANALYSIS:

On May 8, 2024, the City's Purchasing Division released RFP No. 24-126 for the Innovation District Parks and Trails Master Plan project. The RFP was publicly noticed in accordance with the City's Municipal Code, advertised on the City's website, and emailed to companies registered with the City's eProcurement system (procurement.opengov.com). Additionally, the RFP was published on the City's website.

Upon release, 60 firms downloaded the RFP documents. Five firms responded to the RFP by the published closing date of June 7, 2024. The bids received were reviewed by Purchasing staff for compliance and responsiveness and all were accepted.

The five companies that continued in the selection process were Gates + Associates, MIG, Inc., O'Dell Engineering, Inc., Shubha Landscaping Design Inc., and SWA Group. Proposals submitted by these five firms were reviewed by a committee comprised of four City staff, based on the following criteria:

1. Cover Letter and Compliance with RFP Requirements
2. Company Profile
3. Execution Plan
4. References
5. Personnel Assigned
6. Proposed Compensation

Evaluations were completed on June 24, 2024. The scores given for each of the five proposals were:

PROPOSING VENDOR	FINAL SCORE
Gates + Associates	79.31
MIG, Inc.	80.44
O'Dell Engineering	85.94
Shubha Landscape Design Inc.	46.5
SWA Group	71.31

The evaluation committee finalized scores and selected the top firm, O'Dell Engineering, Inc., for awarding the bid. The committee is now forwarding a recommendation for award to the City Council.

POLICY ALTERNATIVE(S):

Alternative 1: Do not execute a Professional Services Agreement with O'Dell Engineering, Inc., for the Innovation District Parks and Trails Master Plan project.

Pros: None.

Cons: The City would not be able to carry out the planned Innovation District Parks and Trails Master Plan project.

Reason for Not Recommending: Without completing the Innovation District Parks and Trails Master Plan, the City would have to design the proposed Innovation District parks and trail prior to construction. While the Transit Area Development Impact Fee (TADIF) should cover the cost of these improvements, construction of the proposed parks and trail would be delayed without a conceptual plan in place.

FISCAL IMPACT:

If approved, this Professional Services Agreement is for the not-to-exceed amount of \$196,768.00. Funding for this Professional Services Agreement has been approved through the current Capitol Improvement Program (CIP). The funding source comes from the Priority Development Area (PDA) Planning Grant Program through the Metropolitan Transportation Commission (MTC).

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Not applicable. The selection and contractual arrangement do not constitute a project in accordance with Section 15378 of the CEQA Guidelines.

RECOMMENDATION:

Adopt a resolution to accept a grant award of \$200,000 from the Metropolitan Transportation Commission, award RFP No. 24-126, and authorize the City Manager to execute a Professional Services Agreement with O'Dell Engineering, Inc. for consultant services related to the Innovation District Parks and Trails Master Plan in the amount of \$198,178.

ATTACHMENT(S):

- (a) Resolution
- (b) Professional Services Agreement with O'Dell Engineering, Inc.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ACCEPTING THE GRANT AWARD OF \$200,000 FROM THE METROPOLITAN TRANSPORTATION COMMISSION; AWARDING RFP NO. 24-126 AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH O'DELL ENGINEERING, INC., FOR CONSULTANT SERVICES RELATED TO THE INNOVATION DISTRICT PARKS AND TRAILS MASTER PLAN IN THE AMOUNT OF \$198,178

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, the Metropolitan Transportation Commission (MTC) is the designated recipient for state and federal funding assigned to the Regional Transportation Planning Agency / Metropolitan Planning Organization of the nine-county San Francisco Bay Area region for the programming of projects; and

WHEREAS, MTC established the One Bay Area Grant (OBAG) program to guide how to best use federal transportation funding to address climate change; and

WHEREAS, the City nominated the Transit Area Specific Plan (TASP) and MTC adopted the Metro as a PDA; and

WHEREAS, MTC offers funding and technical assistance to local jurisdictions through its PDA Planning Grant Program to meet the Bay Area’s long-range goals of reduced greenhouse gas emissions and more affordable housing for all; and

WHEREAS, on February 7, 2023, the City Council adopted the Milpitas Metro Specific Plan (Metro Plan) as an updated to the TASP; and

WHEREAS, the Metro Plan establishes an employment-focused Innovation District to leverage the opportunity to receive and support higher-intensity employment opportunities following the opening of the Milpitas Bay Area Rapid Transit (BART) Station; and

WHEREAS, the Metro Plan identifies several public improvements east of South Milpitas Boulevard to enhance the recreational amenities in the Innovation District including two new parks and a multi-use trail adjacent to Berryessa Creek; and

WHEREAS, on February 23, 2023, the City submitted an application to MTC through the PDA Planning Grant Program to request funding for the Milpitas Innovation District Parks and Trails Master Plan; and

WHEREAS, on March 21, 2023, the City Council held a duly-noticed public hearing on the City’s PDA Planning Grant application, and expressed its support for the City’s application to the Metropolitan Transportation Commission to prepare a conceptual parks and trails plan for the Innovation District; and

WHEREAS, on June 28, 2023, the Metropolitan Transportation Commission authorized the funding of the project at its Commission Meeting; and

WHEREAS, on May 8, 2024, the City’s Purchasing Division released RFP No. 24-126 for the Innovation District Parks and Trails Master Plan project; and

WHEREAS, the RFP was publicly noticed in accordance with the City’s Municipal Code, advertised on the City’s website, and emailed to companies registered with the City’s eProcurement system; and

WHEREAS, on June 7, 2024, five sealed bids were received; and

WHEREAS, on June 24, 2024, the evaluation committee finalized scores and selected the top firm, O’Dell Engineering, Inc., for awarding the bid; and

WHEREAS, staff recommends the City Council accept the grant award and award RFP No. 24-0126 and authorize the City Manager to execute a Professional Services Agreement with O’Dell Engineering Inc., for consultant services related to the Innovation District Parks and Trails Master Plan in the amount of \$198,178; 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 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 publish, 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 incorporated herein by reference.

SECTION 2. City Council Approval

The City Council hereby accepts the grant award of \$200,000 from the Metropolitan Transportation Commission and award RFP 24-126 and authorize the City Manager to execute a Professional Services Agreement with O’Dell Engineering, Inc., for consultant services related to the Innovation District Parks and Trails Master Plan in the amount of \$198,178.

PASSED AND ADOPTED this 13th day of August 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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND O'DELL ENGINEERING INC**

CONTRACT NO. 24-126

This Agreement is made and entered into as of _____, (“Effective Date”) 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 **O’Dell Engineering, Inc.**, a Westwood Company, a California corporation with its principal place of business at **1165 Scenic Drive, Suite A, Modesto, CA 95350** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Innovation District Parks and Trails
(hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Hundred Ninety-Six Thousand Seven Hundred Sixty-Eight Dollars and Zero Cents (\$196,768.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Term.

The term of this Agreement shall be from **the Date first written above** to **August 30, 2025**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon the Effective Date.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

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

12. Indemnification.

a. To the fullest extent permitted by law, Consultant 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 arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant'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. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant'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, Consultant'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 Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other

requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant 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.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant 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.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant 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 Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be

immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign **Karen Folsom** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Milpitas

455 E. Calaveras Boulevard

Milpitas, California 95035

CONSULTANT:

O'Dell Engineering

1165 Scenic Drive, Suite A

Modesto, CA 95350

Attn: Karen Folsom, Project Manager

Attn: Jay Lee, Planning and Neighborhood
Services Director

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant 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 other interests protected by the State or Federal Constitutions. 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.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. 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. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. 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, Consultant 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.

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.

27. Time

Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

28. City's Right to Employ Other Consultants

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

29. Prohibited Interests

Consultant warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no 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.

30. Wage Theft Prevention

a. Consultant, 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.

b. BY SIGNING THIS AGREEMENT, CONSULTANT 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 CONSULTANT OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT 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, CONSULTANT 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 CONSULTANT OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant 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. Consultant 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 Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant 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.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND O'DELL ENGINEERING INC**

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

CITY OF MILPITAS

Approved By:

Ned Thomas, City Manager

Date

Approved As To Form:

Michael Mutalipassi, City Attorney

Approved:

Luz Cofresí-Howe
Finance Director/Risk Manager

Approved As To Content:

Jay Lee, Planning and Neighborhood Services
Director

**O'DELL ENGINEERING INC., a Westwood
Company**

Signature

Chad Kennedy

Director, Landscape Architecture

Date

EXHIBIT A

Scope of Services

3.1. VISION STATEMENT & PLAN GOALS

Open space is both a highly desired amenity and a limited resource in the Metro Area. Parks and other shared public spaces provide residents, workers, and visitors with recreation and can improve overall community health. The City's Parks and Recreation Master Plan (2021) establishes a long-term vision and strategy for the provision and programming of parkland and other public spaces across the City. The MMSP's vision of providing a greater variety of shared public spaces is consistent with the Parks and Recreation Master Plan's overall vision, goals, and policies.

Within the Innovation Sub-district, a publicly accessible park is planned adjacent to Berryessa Creek and the new roadway connection to S. Milpitas Boulevard Extension. The proposed park is designed to provide recreational opportunities for workers and provide open space in a district that currently lacks park space. Although the Innovation District prioritizes office and R&D development, it allows residential development adjacent to the proposed parks to create a campus-like setting. The proposed parks will serve employees and visitors to the area as well.

Innovation District sites east of S. Milpitas Blvd. are difficult to access from the Milpitas Transit Center by walking and bicycling. The MMSP identifies a pedestrian and bicycle overcrossing on S. Milpitas Blvd. over Berryessa Creek to improve access to this future employment area. However, the Plan will consider trail improvements along Berryessa Creek to provide access further into the area for future employees who desire to use public transit.

3.2. SCOPE OF WORK

The following general description of the scope of work is not definitive and is intended as a guide to illustrate minimum project requirements. Consultants are encouraged to present their own concepts to producing a comprehensive plan.

3.3. Task 1: Project Initiation and Management

Tasks include kick-off meeting, monthly project schedule updates prepared in Gantt chart format, consultant contract management, monthly progress meetings attendance followed by meeting summary preparation, peer review for quality assurance and quality control, and utilization of e-Builder project management software for all project management documentation and correspondence.

Task 1 Deliverables:

- 1.1: Kick-off meeting presentation
- 1.2: Kick-off meeting summary
- 1.3: Monthly project schedules
- 1.4: Monthly meeting summaries

3.4. Task 2: Existing Conditions Analysis

Tasks include the following reports and activities to better understand the project area:

- **Document review:** Obtain and review all available documents from the City including:
 - Record drawings, utility mapping, GIS data, base files, and City standard details and ordinances;
 - Milpitas Metro Specific Plan and Innovation District Action Plan; and
 - Other information deemed critical to the design.
- **Topographic survey:** Conduct a topographic survey to include existing features and utility locations required to design the project.
- **Site investigation:** Conduct a site investigation and observe and photo document existing conditions.
- **Geotechnical report:** Develop a geotechnical report based on a site investigation along with geotechnical observations and testing performed during construction of the adjacent residential development. Perform in-situ percolation tests at two (2) locations within the project site to ascertain subsurface soil conditions.
- **Soils report:** Collect four (4) discrete soil samples to determine the presence of metals and noxious chemicals. Prepare a soils report summarizing findings for use to determine soil disposal requirements.
- **Existing facilities:** Analyze existing parks and recreational facilities in the vicinity and conduct a targeted needs assessment.

Task 2 Deliverables:

2.1: Document review summary

2.2: Topographic survey

2.3: Site investigation findings report

2.4: Geotechnical report

2.5: Soils report

2.6: Needs assessment

3.5. Task 3: Public Engagement

Tasks include the following public engagement activities to understand the community's needs and desires and inform the development of the conceptual and preferred designs:

- **Outreach plan and schedule:** Prepare an outreach plan memo that documents decisions, dates, locations, roles and responsibilities to guide the planning and notification of public meetings. Strategies to be considered include but are not limited to mailers, electronic notifications, posters, and social media. Provide well-organized and directed activities, techniques, and formats that will ensure an equitable, inclusive, open, and proactive public participation process is achieved. These methods should solicit quality input from as many people as possible, including under-resourced populations and users and non-users of the services and facilities.

For meetings required to be held virtually, discuss how to meet the needs of community members with limited access to internet. Prepare a project schedule for the City's review.

- **City review meetings:** Organize and facilitate four (4) meetings with key City staff to review community meeting roles, logistics, materials, and presentations. Debrief meeting outcome, review public input results, present conceptual designs and estimates, and obtain direction on proceeding with conceptual designs. Revise materials based on City input and prepare final presentations and boards to be presented at community meetings.
- **Meeting noticing:** Prepare meeting notification mailer in digital format for both community meetings to identify date, location, time and include a general description of the meeting agenda. Prepare draft mailer in postcard format for City review and make final version incorporating City comments. Mailers to be suitable for other methods of distribution including email blasts, e-newsletters and the City's project website. It is assumed the City will print and mail meeting notices.
- **Community meetings:** Organize and facilitate two (2) community meetings to receive public feedback on the project. At the first virtual meeting, present the project scope, background, process, existing conditions, schedule, and potential park features. At the second in-person meeting, engage the community in an interactive workshop and gather input on conceptual designs and desired park features using polling activities. The layout of the workshop would include various stations spread across the project site. Workshop stations would include a welcome station, project background station, conceptual design presentation and ranking station, and drinks and snacks station. Provide written records and summaries of the results of all public processes and communications strategies that can be shared with the public.
- **Study sessions:** Attend one (1) study session with the Parks, Recreation, and Cultural Resources Commission and one (1) study session with the City Council. Present the project background, results of the public engagement, and conceptual designs. Solicit direction on the preferred design.
- **Online surveys:** Prepare online surveys in advance of both community meetings to reach more members of the community. Surveys for the first community meeting will solicit input related to types of park amenities preferred by the community to be included in the conceptual designs. Surveys for the second meeting will solicit community input on the three conceptual design alternatives developed using the input received from community meeting #1. Survey data will be collected, tabulated and summarized for presentation to the community, commission and City Council.

Task 3 Deliverables:

3.1: Outreach plan memo

3.2: City review meeting summaries

3.3: Meeting notification mailers in digital format for both community meetings

3.4: Community meeting materials including final presentations and boards

3.5: Community meeting summaries

3.6: Study session presentations and summaries

3.7: Online survey results summary

3.6. Task 4: Conceptual Designs

Based on the input received from the community and City staff, prepare three (3) conceptual designs for the park at 1" = 20' scale. Concepts to be labeled and color rendered. In addition to plan view concepts, prepare three (3) perspective renderings that represent each concept from a viewpoint within the project site to assist the community with visualizing proposed improvements. Provide inspiration imagery for each concept. Prepare preliminary estimate of construction costs for each of the three concepts including contingencies and soft costs. Additionally, prepare two (2) conceptual cross section and/or plan line drawings for trail improvements along Berryessa Creek to provide access further into the area for future employees who desire to use public transit.

Task 4 Deliverables:

- 4.1: Three (3) conceptual park designs
- 4.2: Three (3) perspective renderings
- 4.3: Inspiration imagery for each concept
- 4.4: Preliminary estimate of construction costs for each concept
- 4.5: Two (2) conceptual cross section and/or plan line drawing of planned trails

3.7. Task 5: Preferred Design

Prepare a preferred concept design based on community and city staff input. Prepare updated supplemental images the cost estimate accordingly.

Task 5 Deliverables:

- 5.1: Preferred concept design
- 5.2: Preferred conceptual cross section and/or plan line drawing of planned trails
- 5.3: Updated supplemental images and cost estimate

3.8. Task 6: Public Hearings

Attend one (1) meeting with the Parks, Recreation, and Cultural Resources Commission for recommendation and one (1) meeting with the City Council for approval of the preferred designs and next steps through a resolution.

Task 6 Deliverables:

- 6.1: Presentation for the Parks, Recreation, and Cultural Resources Commission
- 6.2: Updated presentation for the City Council

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement.

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Hundred Ninety-Six Thousand Seven Hundred Sixty-Eight Dollars and Zero Cents (\$196,768.00)**.

EXHIBIT C
Activity Schedule

[RESERVED]

EXHIBIT D

INSURANCE REQUIREMENTS

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's or Consultant's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
____ Performance Bond
____ Payment Bond

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

Other Insurance Provisions:

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

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

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

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

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

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

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

X Waiver of Subrogation:

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

Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

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

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve the Final Map and Authorize the City Manager to Execute the Subdivision Improvement Agreement between the City of Milpitas and Toll West Coast, LLC for a Residential Project at 1951 Tarob Court and 675 Trade Zone Boulevard (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)
Category:	Consent Calendar-Community Development
Meeting Date:	8/13/2024
Recommendation	(1) Approve Final Map, Tract No. 10614, including all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and (2) Approve and authorize the City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Toll West Coast, LLC, for a Residential Project at 1951 Tarob Court and 675 Trade Zone Boulevard.

BACKGROUND:

On February 7, 2023, the City Council approved a Site Development Permit No. SD22-0006, Conditional Use Permit No. UP22-0002, Vesting Tentative Map No. MT22-0002, Density Bonus Permit No. DB22-0001, Tree Removal Permit No. TR22-0006 and Environmental Assessment No. EA22-0003 to allow construction of a 78-unit townhome-style condominium subdivision comprised of thirteen multi-family residential buildings up to 37 feet in height (three to four stories), with 191 vehicle parking spaces, located on a 4.1 acre site at 1951 Tarob Court and 675 Trade Zone Boulevard (Development). This Project is known as “Parkside West”, and the developer is Toll West Coast, LLC (Developer).

ANALYSIS:

The Final Map, Tract No. 10614, and Subdivision Improvement Agreement (SIA) for the Development are now complete and ready for approval by the City Council pursuant to Milpitas Municipal Code, Title XI, Chapter 1, Section 5.05.

The City Engineer has examined the Final Map and determined it is substantially in conformance with the approved Vesting Tentative Map and conforms to all requirements of the State of California Subdivision Map Act and Title XI, Chapter 1, Section 5 of the Milpitas Municipal Code, and the terms and conditions of the Vesting Tentative Map. The Developer has offered required dedications to the City for public use, including easements for streets, services and utilities, and emergency vehicle access purposes, as depicted on the Final Map. Staff recommends the City Council approve the final map and accept the dedications, subject to completion and acceptance of public improvements to be installed by the Developer.

The Developer has agreed to enter into a Subdivision Improvement Agreement (SIA) with the City for the construction of off-site public improvements for the Project which will be completed with the on-site work. The public improvements will be accepted by the City after final map approval and completion of construction. Offsite public improvements to be constructed and accepted by the City include asphalt concrete pavement, driveway approaches, landscaping, sidewalk, signing and striping, street lights, city water and sewer mains within public service utility easements and along the Project frontage, and other miscellaneous items of work identified on the improvement plans. The improvements will be completed within 1-year from the date of the SIA, and the work is guaranteed by bonds or similar securities to be posted by the Developer in the amount of \$790,000. The City Engineer has reviewed the public improvement plans (2-1448) and is recommending the City Council approve the SIA to allow for the construction of public improvements after final map approval.

The parcels associated with the Final Map was annexed into the Community Facilities District No. 2008-1 (CFD 2008-1) on the June 4, 2024 City Council meeting.

POLICY ALTERNATIVE(S):

Alternative: Deny approval of Final Map and Subdivision Improvement Agreement.

Pros: None

Cons: The denial of approval of the Final Map and Subdivision Improvement Agreement will cause the lot to remain vacant and undeveloped. The City would not benefit from the addition of 78 new townhome-style condominiums.

Reason for Not Recommending: Staff recommends approval of Final Map and Subdivision Improvement Agreement to allow the Development to move forward.

FISCAL IMPACT:

The Developer has reimbursed the City for costs associated with plan review, permitting and construction inspection for off-site public improvements constructed by the Developer. The City will have perpetual ownership and maintenance responsibilities for the improvements following construction and acceptance, after the one (1) year warranty period of the Project. The Public Works Department provides funding for future maintenance of newly accepted City infrastructure through their operating budget.

California Environmental Quality Act (CEQA):

On June 3, 2008, the City Council certified an Environmental Impact Report (EIR, State Clearinghouse No. 2006032091) prepared to analyze the environmental impacts associated with the proposed Transit Area Specific Plan, and subsequently adopted the Transit Area Specific Plan (the "Metro" specific plan, formerly known as the Transit Area Specific Plan or TASP).

The Planning Division conducted an initial environmental assessment (P-EA22-0003) of the Project in accordance with the California Environmental Quality Act (CEQA). The assessment concluded the Project site is located within the TASP area and is therefore exempt from further environmental review pursuant to CEQA Guidelines Section 15182 (Residential Projects Pursuant to a Specific Plan).

The Planning Commission found and determined the Project is exempt from further CEQA review pursuant to CEQA Guidelines Section 15183.3(b) (Residential Infill); and, as separate and independent basis, the Project is exempt from further CEQA review pursuant to CEQA Guidelines Section 15182 (Projects Pursuant to a Specific Plan)

RECOMMENDATION:

- (1) Approve Final Map, Tract No. 10614, including all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and
- (2) Approve and authorize the City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Toll West Coast, LLC.

Attachment(s):

- (a) Final Map, Tract No. 10614
- (b) Subdivision Improvement Agreement

OWNER'S/SUBDIVIDER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT IT IS THE OWNER OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY WITHIN THE SUBDIVISION SHOWN HEREON; THAT IT IS THE ONLY ENTITY WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT IT CONSENTS TO THE MAKING AND FILING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE.

THE UNDERSIGNED HEREBY OFFER THE REAL PROPERTY DESCRIBED BELOW FOR DEDICATION IN FEE FOR PUBLIC PURPOSES: TO THE CITY OF MILPITAS FOR PUBLIC USE FOR OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING:

1. 6' DEDICATION IN FEE OF TRADE ZONE BLVD FOR PUBLIC STREET RIGHT OF WAY.

THE UNDERSIGNED HEREBY OFFER THE REAL PROPERTY DESCRIBED BELOW FOR DEDICATION AS AN EASEMENT FOR PUBLIC PURPOSES: TO THE CITY OF MILPITAS FOR PUBLIC USE FOR OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING:

2. EASEMENTS FOR EMERGENCY VEHICLE ACCESS PURPOSES (EVAE). SAID EVAE ARE FOR ACCESS OF PUBLIC SAFETY VEHICLES AND EMERGENCY EQUIPMENT.

3. EASEMENTS FOR PUBLIC ACCESS PURPOSES (PAE). SAID PAE ARE FOR ACCESS OF PEDESTRIAN.

4. EASEMENTS FOR PUBLIC SERVICE UTILITY EASEMENT PURPOSES (PSUE). SAID PSUE SHALL REMAIN OPEN AND CLEAR OF ANY BUILDINGS AND STRUCTURES. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

AND THE UNDERSIGNED HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THE SUBDIVISION, THEIR LICENSEES, VISITORS AND TENANTS, WITH MAINTENANCE THEREOF BY THEIR LOT OWNERS THE FOLLOWING:

5. EASEMENTS FOR PRIVATE STREET RESERVATIONS (LOT A THROUGH LOT G) ARE FOR PRIVATE STREET AND ACCESS PURPOSES FOR USE BY THE FUTURE CONDOMINIUM OWNERS, RESIDENTS, AND VISITORS. SAID PRIVATE STREETS ARE TO BE TRANSFERRED IN FEE (BY SEPARATE INSTRUMENT) TO THE HOMEOWNER'S ASSOCIATION AND MANAGED AND MAINTAINED IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CCR'S) OF THIS SUBDIVISION RECORDED CONCURRENTLY WITH THIS MAP.

6. EASEMENTS FOR PRIVATE STORM DRAIN PURPOSES (PSDE). SAID PSDE SHALL REMAIN OPEN AND CLEAR OF ANY BUILDINGS AND STRUCTURES. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

OWNER: TOLL WEST COAST, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Steve Savage
NAME: Steve Savage
TITLE: Vice President

OWNER'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF Alameda)

ON May 23, 2024, BEFORE ME, Rosana Haydee Martinez Sedano, A NOTARY PUBLIC, PERSONALLY APPEARED Steve Savage AND N/A WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: Rosana Haydee Martinez Sedano
PRINT: Rosana Haydee Martinez Sedano
MY COMMISSION NUMBER: 2404926
MY COMMISSION EXPIRES: May 20, 2026
PRINCIPAL PLACE OF BUSINESS: 6800 Koll Center Pkwy. Suite 320, Pleasanton, CA.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TOLL WEST COAST, LLC, ON JANUARY 2023. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 2024, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY).

Scott A. Shortlidge
SCOTT A. SHORTLIDGE, L.S. 6441

DATED: 5-23-2024



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP; THAT THE SUBDIVISION AS SHOWN THEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT THIS SUBDIVISION COMPLIES WITH PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

Michael Silva
MICHAEL SILVEIRA, P.E.
RCE NO. 83869
CITY ENGINEER
CITY OF MILPITAS
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

DATE: 6/13/2024

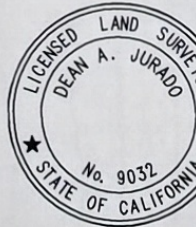


CITY SURVEYOR'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

Dean A. Jurado
DEAN A. JURADO PLS 9032
ACTING CITY SURVEYOR, CITY OF MILPITAS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA
KIER & WRIGHT

DATE: 5-24-24



GEOTECHNICAL/SOILS NOTE:

A REPORT ENTITLED "PRELIMINARY GEOTECHNICAL EXPLORATION" WAS PREPARED BY ENGEO INCORPORATED, DATED SEPTEMBER 30, 2021, PROJECT NO. 13944.000.006, SIGNED BY TERESA KLOTZBACK, PE NO. 91773 AND ROBERT BOECHE, GE NO. 2318. A COPY OF WHICH IS ON FILE WITH THE CITY OF MILPITAS.

SIGNATURES OMITTED (EASEMENTS RECORD)

IN ACCORDANCE WITH SECTION 66436(a), 3(A)(1) OF THE SUBDIVISION MAP ACT, SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

1) PUBLIC SERVICE EASEMENT: B129 O.R. 333, C068 O.R. 75

CITY CLERK'S STATEMENT

I, SUZANNE GUZZETTA, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT SAID CITY COUNCIL, AS GOVERNING BODY OF SAID CITY, AT A REGULAR MEETING HELD ON _____, 20____, HAS TAKEN THE FOLLOWING ACTION:

1. APPROVED THIS TRACT MAP NO. 10614

2. ACCEPTED, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, THOSE PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION:

A. 6' DEDICATION IN FEE OF TRADE ZONE BLVD. FOR STREET PURPOSES AND PUBLIC SERVICE UTILITY PURPOSES
B. EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES, (EVAE) EMERGENCY VEHICLE ACCESS EASEMENT.
C. EASEMENT FOR PUBLIC SERVICE UTILITY PURPOSES, (PSUE) PUBLIC SERVICE UTILITY EASEMENT.

3. PURSUANT TO SECTIONS 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT OF THE FOLLOWING:

A. EASEMENTS NOTED ON SHEET 2 OF THIS MAP.

Suzanne Guzzetta
SUZANNE GUZZETTA
CITY CLERK, CITY OF MILPITAS, CALIFORNIA

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 202____, AT _____ M.,
IN BOOK _____ OF MAPS AT PAGES _____, SERIES NUMBER _____
AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: \$ _____

Regina Alcomendras
REGINA ALCOMENDRAS
COUNTY CLERK RECORDER,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

BY: _____
COUNTY CLERK RECORDER

TRACT 10614
1951 TAROB COURT AND
675 TRADE ZONE BOULEVARD
FOR 78 RESIDENTIAL CONDOMINIUM UNITS
CITY OF MILPITAS
SANTA CLARA COUNTY, CALIFORNIA

BEING A SUBDIVISION OF PARCEL 3 OF PARCEL MAP PER
BOOK 431 OF MAPS, PAGE 2 AND PARCEL 2 OF PARCEL MAP
PER BOOK 850 OF MAPS, PAGE 25
SANTA CLARA COUNTY RECORDS

Ruggeri-Jensen-Azar
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
(925) 227-9100
MAY 2024

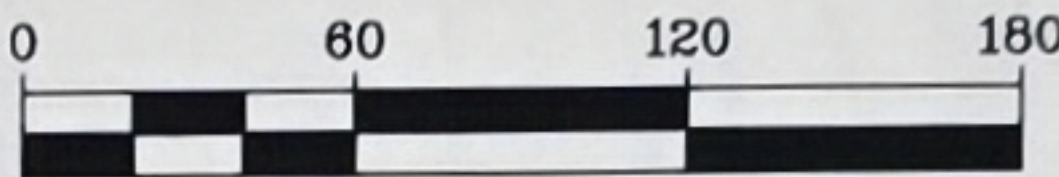
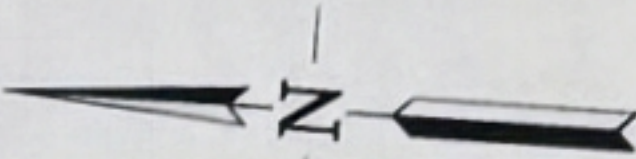
JOB NO. 211072

SHEET 1 OF 6 SHEETS

ABANDONMENT NOTE:

PURSUANT TO GOVERNMENT CODE SECTIONS 66434(g) OF THE SUBDIVISION MAP ACT, THE EASEMENTS LISTED BELOW, AS THEY AFFECT THE PARCEL BEING SUBDIVIDED HEREON, WILL BE ABANDONED WITH THE FILING OF THIS MAP AND ARE THEREFORE NOT SHOWN HEREON:

1. ALL OF THE PUBLIC SERVICE UTILITY EASEMENT PER BK B129 PG 333.
2. THE ADJOINING 7 FEET WIDE PORTION OF THE TAROB COURT STREET DEDICATION PER PARCEL MAP BK 431 PG 2.
3. THOSE PORTIONS OF THE PUBLIC SERVICE UTILITY EASEMENT, CREATED BY PARCEL MAP BK 431 PG 2, NOT SHOWN INSIDE THE BOUNDARY OF THIS TRACT MAP.
4. ALL OF THOSE CITY PUBLIC SERVICE UTILITY EASEMENTS CREATED BY PARCEL MAP IN BK 650 PG 25 SHOWN INSIDE THE BOUNDARY OF THIS TRACT MAP.
5. ALL OF THE CITY INGRESS & EGRESS EASEMENT CREATED BY PARCEL MAP IN BK 650 PG 25.



1 inch = 60 ft.

NOTES:

1. ALL MONUMENT TIES SHOWN ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
2. ALL CURVE DIMENSIONS SHOWN ARE ARC LENGTH AND DELTA. ALL DISTANCES SHOWN ARE GROUND DISTANCES AND ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. LOT NUMBERS 12-19 ARE PURPOSELY LEFT OUT OF THIS MAP.

BASIS OF BEARINGS:

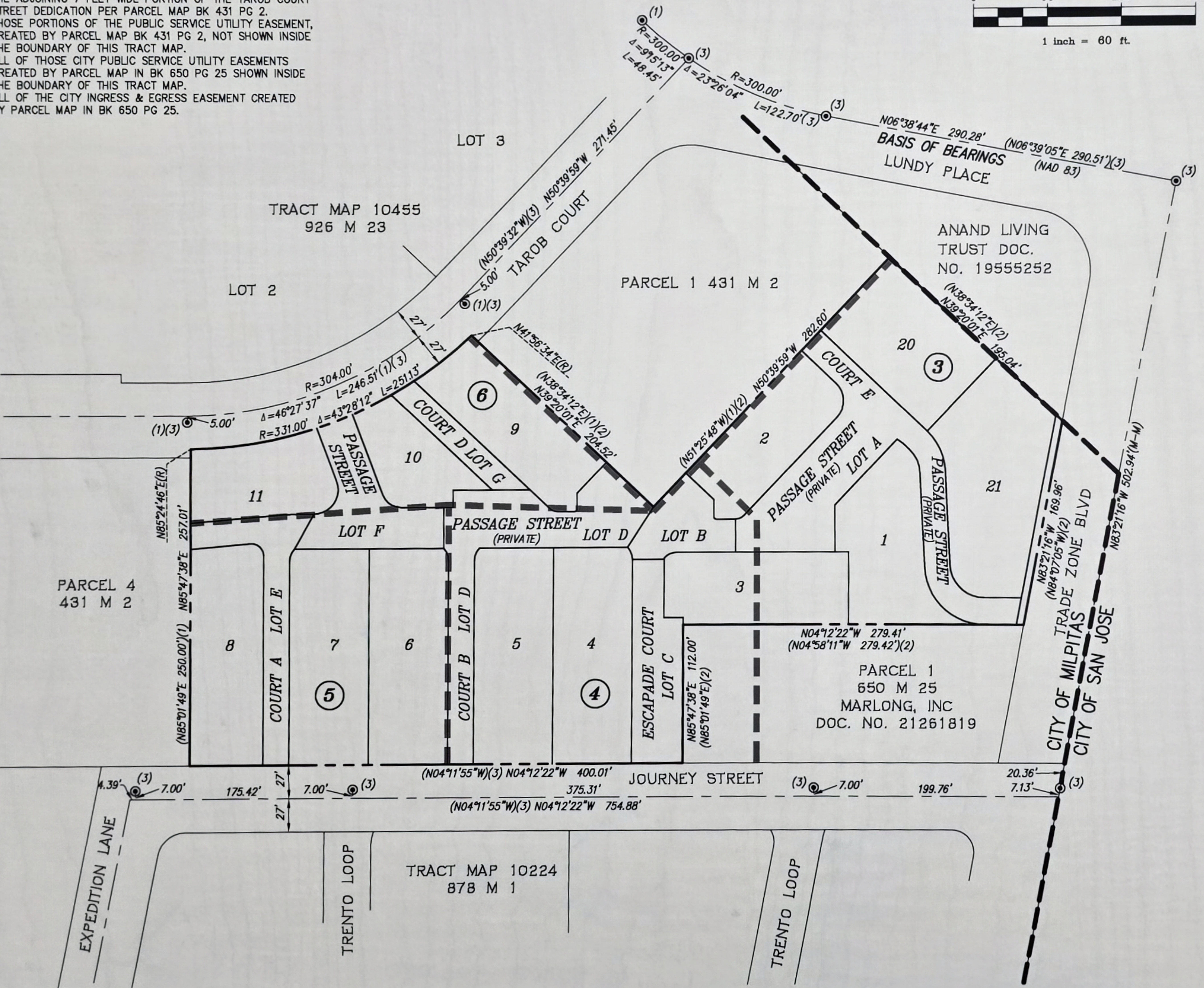
THE BEARING NORTH 06°38'44" EAST BETWEEN TWO FOUND MONUMENTS ALONG LUNDY PLACE WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES (RECORDS OF SANTA CLARA COUNTY)

- (1) PARCEL MAP - 431 M 2
- (2) PARCEL MAP - 650 M 25
- (3) TRACT MAP - 878 M 1

LEGEND

	DISTINCTIVE BOUNDARY LINE
	LOT LINE
	CITY LIMIT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	CENTERLINE/MONUMENT LINE
	TIE LINE
	EXISTING PROPERTY LINE
	EXISTING RELINQUISHMENT OF ABUTTER'S RIGHTS
	FOUND MONUMENT, AS NOTED
	STANDARD CITY MONUMENT WELL STAMPED LS 6441 SET PER THIS MAP
	EVAE EMERGENCY VEHICLE ACCESS EASEMENT
	PAE PUBLIC ACCESS EASEMENT
	PSUE PUBLIC SERVICE UTILITY EASEMENT
	PSDE PRIVATE STORM DRAIN EASEMENT
	CL CENTERLINE
	INTX INTERSECTION
	M-M MONUMENT TO MONUMENT
	R RADIAL BEARING
	DATA RECORD DATA & REFERENCE
	O.R. OFFICIAL RECORDS
	SHEET COVERAGE
	SHEET NUMBER



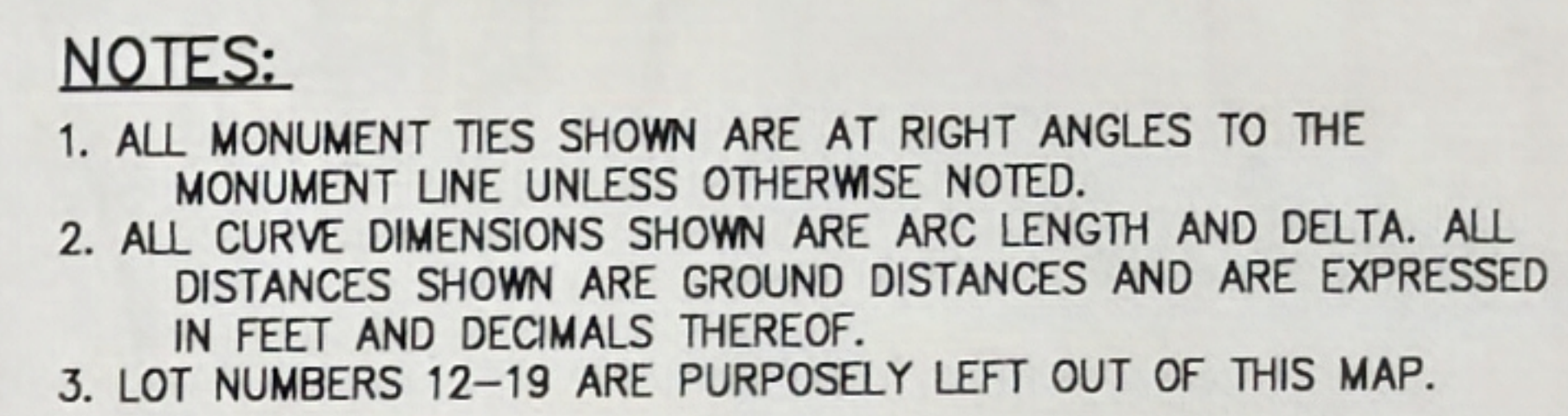
TRACT 10614
1951 TAROB COURT AND
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FOR 78 RESIDENTIAL CONDOMINIUM UNITS
CITY OF MILPITAS
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BEING A SUBDIVISION OF PARCEL 3 OF PARCEL MAP PER
BOOK 431 OF MAPS, PAGE 2 AND PARCEL 2 OF PARCEL MAP
PER BOOK 650 OF MAPS, PAGE 25
SANTA CLARA COUNTY RECORDS

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
(925) 227-9100
MAY 2024

JOB NO. 211072

SHEET 2 OF 6 SHEETS



Line Table			Curve Table			
Line	Bearing	Distance	Curve	Radius	Delta	Length
L1	N06°50'13"W	10.50'	C1	1.50'	90°00'00"	2.36'
L2	N83°14'15"E	11.51'	C2	9.50'	46°27'37"	7.70'
L3	N04°12'22"W	25.84'	C3	14.50'	46°23'50"	11.74'
L4	N04°12'22"W	6.11'	C4	38.00'	87°22'09"	57.95'
L5	N39°20'01"E	7.25'	C5	27.50'	12°57'30"	6.22'
L6	N83°10'27"E	13.35'	C6	38.00'	43°49'46"	29.07'
L7	N39°20'01"E	7.00'				
L8	N85°47'38"E	6.00'				

REFERENCES (RECORDS OF SANTA CLARA COUNTY)

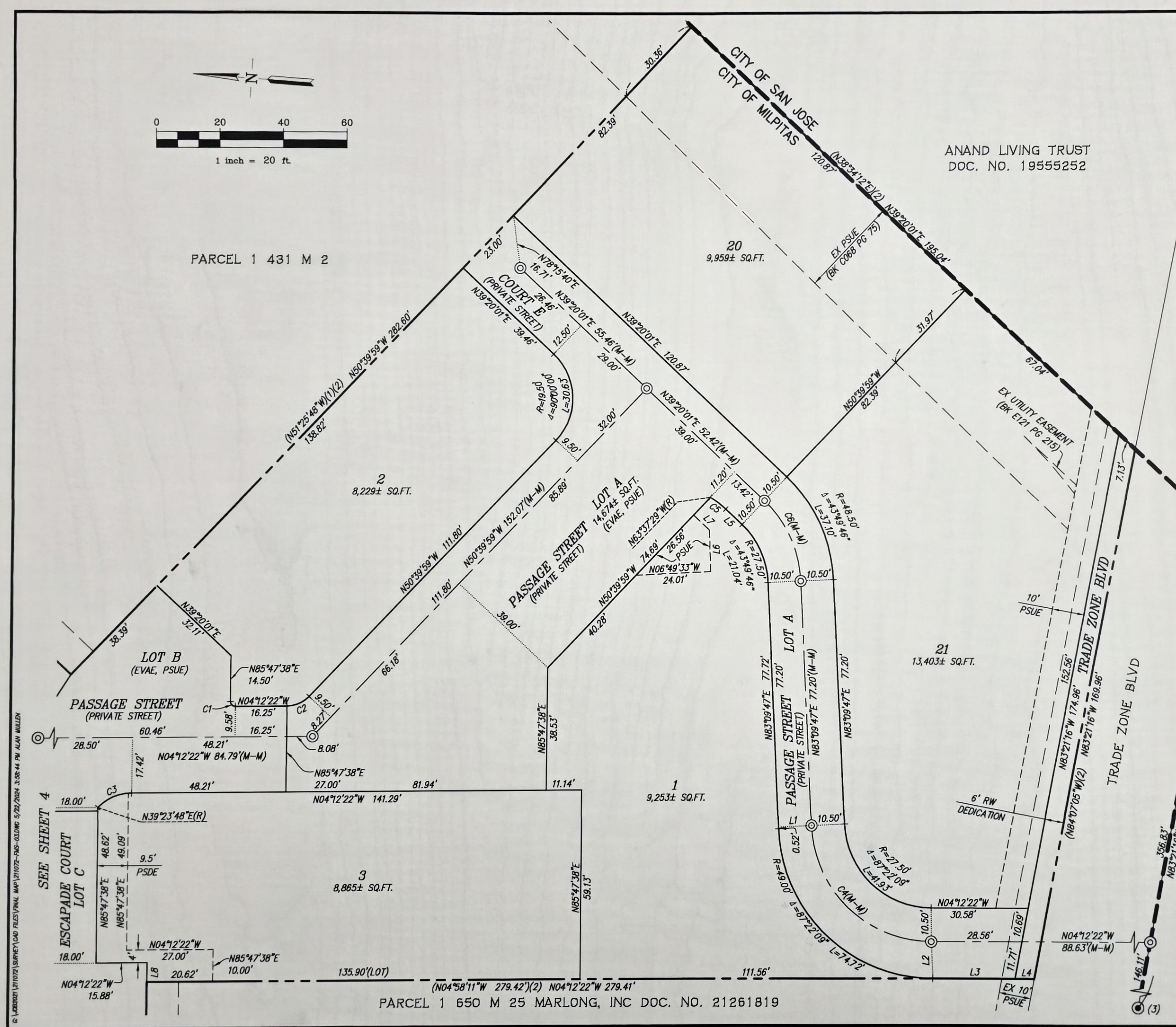
(1) PARCEL MAP - 431 M 2
(2) PARCEL MAP - 650 M 25
(3) TRACT MAP - 878 M 1

TRACT 10614
1951 TAROB COURT AND
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SANTA CLARA COUNTY, CALIFORNIA

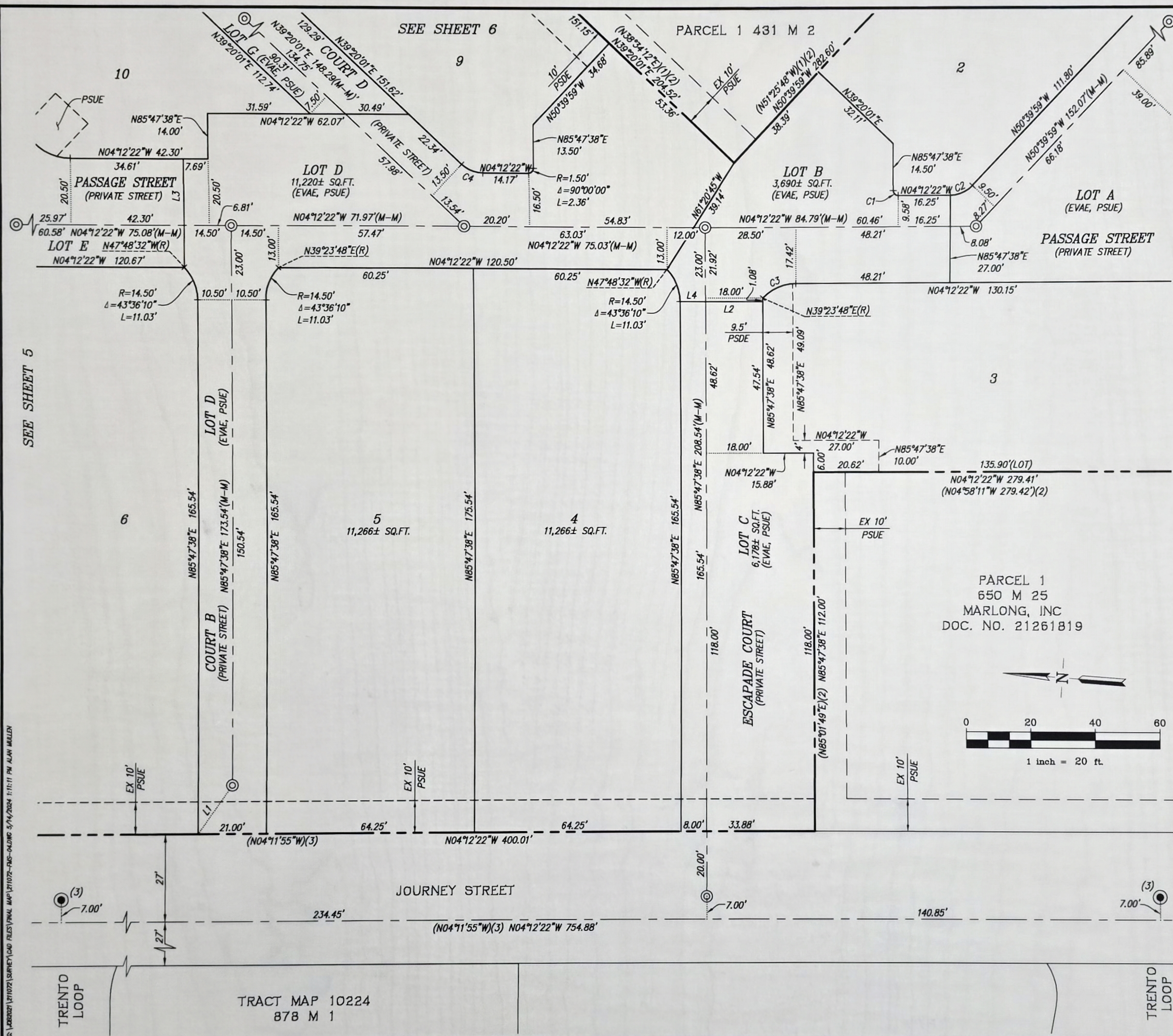
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RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
(925) 227-9100
MAY 2024

JOB NO. 211072 MAY 2024 SHEET 3 OF 6 SHEETS



G:\JCB2021\211072\SURVEY\CAD FILES\FINAL MAP\FINAL MAP\211072-FMS-Q3.DWG 5/22/2024 3:58:44 PM ALAN MULLEN



NOTES:

1. ALL MONUMENT TIES SHOWN ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
2. ALL CURVE DIMENSIONS SHOWN ARE ARC LENGTH AND DELTA. ALL DISTANCES SHOWN ARE GROUND DISTANCES AND ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. LOT NUMBERS 12-19 ARE PURPOSELY LEFT OUT OF THIS MAP.

BASIS OF BEARINGS:

THE BEARING NORTH 06°38'44" EAST BETWEEN TWO FOUND MONUMENTS ALONG LUNDY PLACE WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

Line Table		
Line	Bearing	Distance
L1	N59°12'51"W	18.31'
L2	N4°12'22"W	26.00'
L3	N85°47'38"E	33.50'
L4	N4°12'22"W	8.00'

Curve Table			
Curve	Radius	Delta	Length
C1	1.50'	90°00'00"	2.36'
C2	9.50'	46°27'37"	7.70'
C3	14.50'	46°23'50"	11.74'
C4	9.50'	43°32'23"	7.22'

LEGEND

- DISTINCTIVE BOUNDARY LINE
- LOT LINE
- CITY LIMIT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- CENTERLINE/MONUMENT LINE
- TIE LINE
- EXISTING PROPERTY LINE
- EXISTING RELINQUISHMENT OF ABUTTER'S RIGHTS
- FOUND MONUMENT, AS NOTED
- STANDARD CITY MONUMENT WELL STAMPED LS 6441 SET PER THIS MAP
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- PSUE PUBLIC SERVICE UTILITY EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- CL CENTERLINE
- INTX INTERSECTION
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (DATA)(#) RECORD DATA & REFERENCE
- O.R. OFFICIAL RECORDS

REFERENCES (RECORDS OF SANTA CLARA COUNTY)

- (1) PARCEL MAP - 431 M 2
- (2) PARCEL MAP - 650 M 25
- (3) TRACT MAP - 878 M 1

TRACT 10614
1951 TAROB COURT AND
675 TRADE ZONE BOULEVARD
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CITY OF MILPITAS
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RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
(925) 227-9100
MAY 2024

JOB NO. 211072

SHEET 4 OF 6 SHEETS

TRACT MAP 10455
926 M 23

LOT 2

TAROB COURT

PARCEL 1 431 M 2

NOTES:

1. ALL MONUMENT TIES SHOWN ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
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3. LOT NUMBERS 12-19 ARE PURPOSELY LEFT OUT OF THIS MAP.

BASIS OF BEARINGS:

THE BEARING NORTH 06°38'44" EAST BETWEEN TWO FOUND MONUMENTS ALONG LUNDY PLACE WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

Line Table		
Line	Bearing	Distance
L1	N77°59'14"E	21.61'
L2	N21°24'14"E	28.24'
L3	N4°12'22"W	7.66'
L4	N85°47'38"E	33.50'
L5	N65°02'24"W	32.64'
L6	N51°03'23"W	13.97'

Curve Table			
Curve	Radius	Delta	Length
C1	331.00'	1°38'42"	9.50'
C2	9.50'	43°32'23"	7.22'
C3	338.00'	0°22'31"	2.21'
C4	338.00'	2°33'16"	15.07'
C5	15.50'	15°25'17"	4.17'
C6	341.00'	6°41'27"	39.82'

LEGEND

	DISTINCTIVE BOUNDARY LINE
	LOT LINE
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REFERENCES (RECORDS OF SANTA CLARA COUNTY)

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TRACT 10614
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SANTA CLARA COUNTY, CALIFORNIA

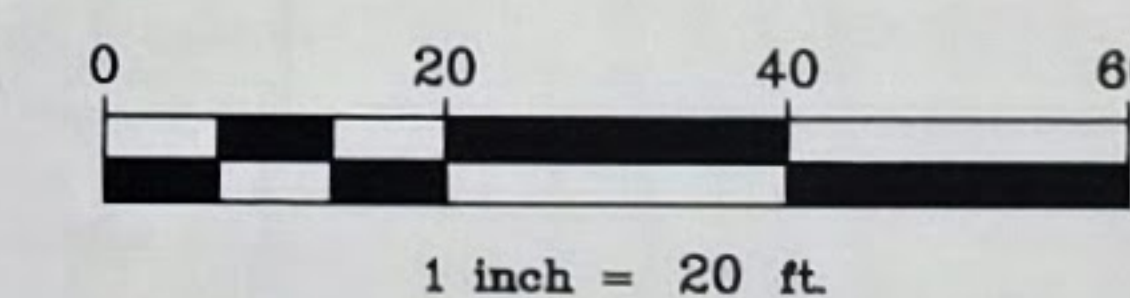
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RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
(925) 227-9100
MAY 2024

JOB NO. 211072

SHEET 6 OF 6 SHEETS

SEE SHEET 5



RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

CITY OF MILPITAS
455 E. Calaveras Blvd
MILPITAS, CA 95035
ATTN: Engineering Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 6103

CITY OF MILPITAS, CALIFORNIA

By: _____
City Clerk

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT NO. 10614

**between
CITY OF MILPITAS**

a California municipal corporation

**and
TOLL WEST COAST, LLC**

a Delaware limited liability company

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
VESTING TRACT MAP NO. 10614**

I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this ____ day of _____, _____ by and between the City of MILPITAS, a California municipal corporation (“City”) and Toll West Coast, LLC, a Delaware limited liability company with its principal office located at 1140 Virginia Drive, Fort Washington, PA 19034 (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS.

A. On February 7, 2023, Developer submitted to City an application for approval of a vesting tentative tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A” (“Property”). The vesting tentative tract map was prepared on behalf of Developer by Ruggeri Jensen Azar, and is identified in City records as Vesting Tract Map No. 10614 (“Tract No. 10614”).

B. Developer’s application for a vesting tentative tract map for Tract No. 10614 was deemed complete on May 12, 2022. On December 14, 2022 the Milpitas Planning Commission conditionally approved Developer’s application for a vesting tentative tract map for Tract No. 10614.

C. Developer has not completed all of the work or made all of the public improvements required by Title XI, Chapter 1, Section 7, the Subdivision Map Act (Government Code sections 66410 et seq.) (“Map Act”), the conditions of approval for Tract No. 10614, or other ordinances, resolutions, or policies of City requiring construction of public improvements in conjunction with the subdivision of land.

D. Pursuant to Section XI, Chapter 1, Section 17 and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 10614.

E. Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 10614.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all three of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of SANTA CLARA and (c) the City Council of the City ("City Council") approves the final map for Tract No. 10614. If the above described conditions are not satisfied within 60 days after the entry date of this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for Tract No. 10614.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Tract No. 10614, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Tract Map No. 10614 ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by each utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted by City pursuant to Section 11.0. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any

damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within one (1) year of the effective date of this Agreement, unless extended pursuant to Section 4.1.

4.1 Extensions. City Engineer may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 10614 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Sections 11.0 and 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 10614 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 10614.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements by City Council; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete and reduce the requirement Security amount pursuant to Section 13.0 et seq., which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of SANTA CLARA a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. If Tract No. 10614 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the Public Improvements and acceptance of them by the City Council ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and subject to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following the City Council's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Improvement Security; Surety Bonds. Prior to this Agreement taking effect as set forth in Section 1.0 above, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Seven Hundred Ninety Thousand Dollars (\$790,000), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as portions of the Public Improvements are completed and accepted by the City Council, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 10614, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 10614.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Seven Hundred Ninety Thousand Dollars (\$790,000), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 Monument Security. Prior to this Agreement taking effect as set forth in Section 1.0 above, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 10614 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of Ten Thousand Nine Hundred and Twenty Five Dollars (\$10,925), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 10614.

15.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of Agency as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

16.1 Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., including, without limitation S.B. 975,

which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

17.0 Insurance.

17.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers' Compensation. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials,

parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 10614, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

20.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

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

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

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY OF MILPITAS
455 E. Calaveras Blvd
MILPITAS, CA 95035
Attn: Michael Silveira, PE
City Engineer

TOLL WEST COAST, LLC
1140 Virginia Drive
Fort Washington, PA 19034
Attn: Steve Savage

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

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

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written

consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

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

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of SANTA CLARA, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

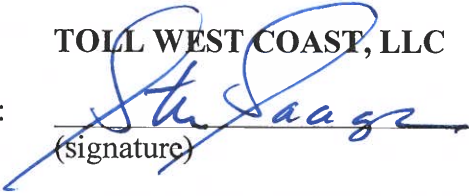
20.12 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

CITY OF MILPITAS

By: _____
(signature)
Ned Thomas
City Manager
City of MILPITAS

TOLL WEST COAST, LLC

By: _____
(signature)
Steve Savage
Vice President

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

By: _____
(signature)
Luz Cofresi-Howe
Finance Director/ Risk Manager
City of MILPITAS

APPROVED AS TO SUFFICIENCY:

By: _____
(signature)
Michael Silveira, PE
City Engineer
City of MILPITAS

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

All Capacity Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Alameda

On June 10, 2024, before me, Rosana Haydee Martinez Sedano, Notary Public, personally appeared Steve Savage, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Rosana Haydee Martinez Sedano
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)
- ☐ Partner ☐ Limited
(s) ☐ General
- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

All Capacity Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)
- ☐ Partner ☐ Limited
(s) ☐ General
- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
TRACT NO. 10614

LEGAL DESCRIPTION

Real property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

PARCEL 2 AS SHOWN ON THE PARCEL MAP FILED SEPTEMBER 20, 1993 IN BOOK 650 OF MAPS, PAGES 25 AND 26 IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY, STATE OF CALIFORNIA.

PARCEL TWO:

PARCEL 3 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON NOVEMBER 28, 1978 IN BOOK 431 OF MAPS, PAGE(S) 2 AND 3.

APN: 086-36-045 (Parcel One) and 086-36-033 (Parcel Two)

EXHIBIT “B”
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 10614

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
GEOMAX - OFFSITE IMPROVEMENT
MILPITAS, CALIFORNIA
(For Off-Site Improvements Bonding Purposes)**

Jan 19, 2024
Job No. 211072
Page 1 of 3

SUMMARY

A.	DEMOLITION/SITE WORK	\$88,150
B.	ASPHALT PAVING	\$57,300
C.	CONCRETE	\$119,100
D.	SANITARY SEWER	\$20,900
E.	STORM DRAIN	\$37,700
F.	POTABLE WATER	\$82,700
G.	MISCELLANEOUS	\$46,500
	SUBTOTAL =	\$452,350
	15% CONSTRUCTION CONTINGENCY =	\$67,850
	10% MOBILIZATION COST =	\$45,240
	10% TRAFFIC CONTROL COST =	\$45,240
	TOTAL ESTIMATED CONSTRUCTION COST =	\$611,000

Notes:

1. All cost figures are given as estimates only. Actual cost will be dependent on the cost figures at bidding time; the general market situation, contractor's work load, seasonal factor, labor and cost, etc. This engineering firm cannot be responsible for fluctuations in cost factors.
2. This engineer's opinion is based on Geomax Off-Site Improvement Plans, dated Jan 17, 2024



**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
GEOMAX - OFFSITE IMPROVEMENT
MILPITAS, CALIFORNIA
(For Off-Site Improvements Bonding Purposes)**

Jan 19, 2024
Job No. 211072
Page 2 of 3

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
A. DEMOLITION/SITEWORK				
1.	Remove and Offhaul Existing Curb, Gutter	680 LF	\$35.00	\$23,800
2.	Remove and Offhaul Existing Driveway & Sidewalk	1,525 SF	\$4.00	\$6,100
3.	Remove Existing 12" Water Line	250 LF	\$150.00	\$37,500
4.	Remove and Offhaul Existing AC Pavement	4,150 SF	\$5.00	\$20,750
SUBTOTAL =				\$88,150
B. ASPHALT PAVING				
1.	Fine Grading	18,300 SF	\$1.00	\$18,300
2.	12" AC Plug	900 SF	\$10.00	\$9,000
3.	Sawcut	675 LF	\$6.00	\$4,050
4.	2" Grind and Overlay	8,650 SF	\$3.00	\$25,950
SUBTOTAL =				\$57,300
C. CONCRETE				
1.	6" Curb & Gutter	620 LF	\$45.00	\$27,900
2.	Sidewalk	5,600 SF	\$12.00	\$67,200
3.	Driveway/Project Entrance	1,200 SF	\$20.00	\$24,000
SUBTOTAL =				\$119,100
D. SANITARY SEWER				
1.	8" PVC	30 LF	\$180.00	\$5,400
2.	Manhole Structure	2 EA	\$6,000.00	\$12,000
3.	Connect to Existing Sanitary Sewer	1 EA	\$3,500.00	\$3,500
SUBTOTAL =				\$20,900
E. STORM DRAIN				
1.	12" RCP	20 LF	\$210.00	\$4,200
2.	15" RCP	80 LF	\$225.00	\$18,000
3.	Manhole Structure	2 EA	\$6,000.00	\$12,000
4.	Connect to Existing Storm Water Inlet	1 EA	\$3,500.00	\$3,500
SUBTOTAL =				\$37,700

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
GEOMAX - OFFSITE IMPROVEMENT
MILPITAS, CALIFORNIA
(For Off-Site Improvements Bonding Purposes)**

Jan 19, 2024
Job No. 211072
Page 3 of 3

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<u>F. POTABLE WATER</u>				
1.	Relocate Existing Fire Hydrant	1 EA	\$3,000.00	\$3,000
2.	12" PVC	220 LF	\$210.00	\$46,200
3.	Connect to Existing Water Line	3 EA	\$5,000.00	\$15,000
4.	Adjust Ex Valve Box to Finish Grade	1 EA	\$1,000.00	\$1,000
5.	Fire Hydrant (With Lateral and Valve)	3 EA	\$3,500.00	\$10,500
6.	Abandon Existing Water Service	2 EA	\$2,500.00	\$5,000
7.	1" Irrigation Water Service, 3/4" Meter	1 EA	\$2,000.00	\$2,000
SUBTOTAL =				\$82,700
<u>G. MISCELLANEOUS</u>				
1.	Signing & Striping	1 LS	\$5,000.00	\$5,000
2.	Remove and Install New Street Monument	1 EA	\$500.00	\$500
3.	Monument	2 EA	\$500.00	\$1,000
4.	Street lights, including costs for the conduit, pole, pull box, and conductors	2 LS	\$20,000.00	\$40,000
SUBTOTAL =				\$46,500

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
GEOMAX - OFFSITE WATER LINE REPLACEMENT
MILPITAS, CALIFORNIA
(For Off-Site Improvements Bonding Purposes)**

September 22, 2023
Job No. 211072
Page 1 of 2

SUMMARY

A.	SITE WORK		\$6,000
B.	POTABLE WATER		\$124,000
		SUBTOTAL =	\$130,000
		15% CONSTRUCTION CONTINGENCY =	\$19,500
		10% MOBILIZATION COST =	\$13,000
		10% TRAFFIC CONTROL COST =	\$13,000
		TOTAL ESTIMATED CONSTRUCTION COST =	\$176,000

Notes:

1. All cost figures are given as estimates only. Actual cost will be dependent on the cost figures at bidding time; the general market situation, contractor's work load, seasonal factor, labor and cost, etc. This engineering firm cannot be responsible for fluctuations in cost factors.
2. This engineer's opinion is based on Geomax Off-Site Improvement Plans by Ruggeri-Jensen-Azar dated September 22, 2023.



**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
GEOMAX - OFFSITE WATER LINE REPLACEMENT
(For Off-Site Improvements Bonding Purposes)**

September 22, 2023
Job No. 211072
Page 2 of 2

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
A. SITEWORK				
1.	Remove and Replace Existing AC Pavement	1,200 SF	\$5.00	\$6,000
SUBTOTAL =				\$6,000
B. POTABLE WATER				
1.	Remove Existing 12" Water Line	380 LF	\$150.00	\$57,000
2.	12" Water PVC (Including Valves, Fittings & Thrust Blocks)	380 LF	\$300.00	\$114,000
3.	Connect to Existing Water	2 EA	\$5,000.00	\$10,000
SUBTOTAL =				\$124,000

EXHIBIT “C”
SURETY BONDS AND OTHER SECURITY
TRACT NO. 10614

As evidence of understanding the provisions contained in this Agreement, and of the Developer’s intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$790,000

Surety: Federal Insurance
Attorney-in-fact: Daniel P.
Address: Federal Insurance
436 Walnut
Philadelphia, PA 19106

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$790,000

Surety: Federal Insurance
Attorney-in-fact: Daniel P.
Address: Federal Insurance
436 Walnut
Philadelphia, PA 19106

MONUMENT SECURITY: \$10,925
Included with above bonds

BOND NO. K41809346
INITIAL PREMIUM: \$4345.00
SUBJECT TO RENEWAL

CITY OF MILPITAS
TRACT MAP NO. 10614 IMPROVEMENTS
SUBDIVISION IMPROVEMENT AGREEMENT - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and Toll West Coast, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 10614 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, _____ ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Federal Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Seven Hundred Ninety Thousand Dollars (\$790,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement. we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents,

as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Berwyn, PA, this 26 TH day of APRIL, 2024.

TOLL WEST COAST, LLC

Principal

By:

Steve Savage
~~President~~ Vice President

Steve Savage
(print name)

FEDERAL INSURANCE COMPANY

Surety

By:

Daniel P. Dunigan
Attorney-in-Fact

Daniel P. Dunigan
(print name)

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is \$5.50 per thousand. The total amount of premium charges is \$4345.00.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Federal Insurance Company
436 Walnut Street
Philadelphia, PA 19106

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

Mike Destiche
555 S. Flower Street
Los Angeles, CA 90071

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

213-612-0880

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of PENNSYLVANIA

County of CHESTER

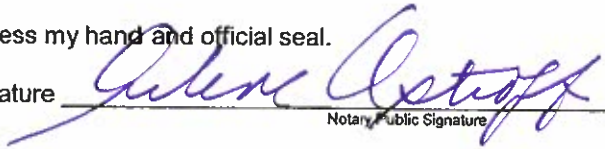
On APRIL 26, 2024 before me, ARLENE OSTROFF, Notary Public

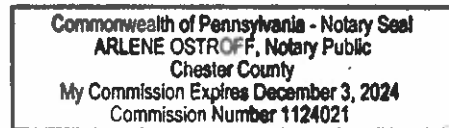
personally appeared DANIEL P. DUNIGAN

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature 
Notary Public Signature



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____
Federal Insurance Company



- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Brian C. Block, Daniel P. Dunigan, James L. Hahn, Kelly G. Hennessy and Joseph W. Kolok Jr. of Berwyn, Pennsylvania

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 9th day of June, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 9th day of June, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

April 26, 2024



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda

Rosana Haydee Martinez Sedano, Notary Public

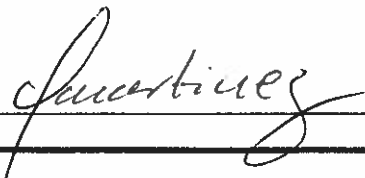
On April 30, 2024 before me, _____
(insert name and title of the officer)

personally appeared Steve Savage,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

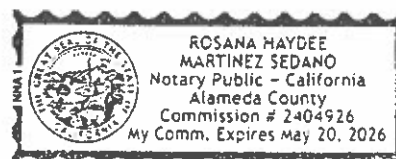
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



BOND NO. K41809346
INITIAL PREMIUM: included in Performance Bond
SUBJECT TO RENEWAL

CITY OF MILPITAS
TRACT MAP NO. 10614 IMPROVEMENTS
SUBDIVISION IMPROVEMENT AGREEMENT - LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and Toll West Coast, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 10614 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, _____ ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 3 (commencing with section 9000) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Federal Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all contactors, subcontractors, laborers, material suppliers and other persons, companies or corporations employed in the performance of the Improvement Agreement or otherwise furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Seven Hundred Ninety Thousand

C-1

BBK:

Dollars, (\$790,000), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Should the condition of this bond be fully performed, the this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Berwyn, PA, this 26 TH day of APRIL, 2024.

TOLL WEST COAST, LLC

Principal

By:

Steve Savage
President

Vice President

Steve Savage
(print name)

FEDERAL INSURANCE COMPANY

Surety

By:

Daniel P. Dunigan
Attorney-in-Fact

Daniel P. Dunigan

(print name)

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is Included in
Performance Bond per thousand. The total
amount of premium charges is
\$N/A

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Federal Insurance Company

436 Walnut Street

Philadelphia, PA 19106

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

Mike Destiche

555 S. Flower Street

Los Angeles, CA 90071

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

213-612-0880

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION
BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF
ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING
COMPANY MUST BE ATTACHED TO THIS BOND.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of PENNSYLVANIA

County of CHESTER

On APRIL 26, 2024

Date

before me, ARLENE OSTROFF,

Notary Public

Name and Title of Notary

personally appeared

DANIEL P. DUNIGAN

Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature

Arlene Ostroff

Notary Public Signature

Commonwealth of Pennsylvania - Notary Seal
ARLENE OSTROFF, Notary Public
Chester County
My Commission Expires December 3, 2024
Commission Number 1124021

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document

Document Date

Number of Pages:

Signer's Name:

- ☐ Individual
- ☐ Corporate Officer – Title(s):
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other:

Signer is representing

Federal Insurance Company

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s):
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other:

Signer is representing

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Brian C. Block, Daniel P. Dunigan, James L. Hahn, Kelly G. Hennessy and Joseph W. Kolok Jr. of Berwyn, Pennsylvania

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 9th day of June, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 9th day of June, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

April 26, 2024



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda

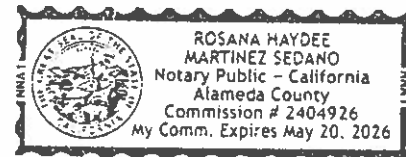
On April 30, 2024 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Rosana Martinez* (Seal)





CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Fee Waiver Requests from the Filipino American Real Estate Professional Association and Saint Elizabeth Church (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/13/2024
Recommendation:	(1) Approve a Fee Waiver of \$1,500 for the Filipino American Real Estate Professional Association Crossroads of Culture Dinner and Fundraiser at the Community Center Auditorium on August 22, 2024; and (2) Approve a Fee Waiver of \$1045.27 for the St. Elizabeth Church Family Festival at the St. Elizabeth Church Parking Lot on September 22, 2024.

BACKGROUND:

On May 3, 2024, staff received a Donation and Fee Waiver/Reduction Policy request from the Filipino American Real Estate Professional Association (FAREPA) for their annual installation dinner and fundraiser on Thursday, August 22, 2024, at the Milpitas Community Center Auditorium. The request is for a \$1,500 fee waiver for the auditorium rental fees.

On July 18, 2024, staff received a Donation and Fee Waiver/Reduction Policy request from St. Elizabeth Church for their Parish Festival at the St. Elizabeth Church Parking Lot. The request is for \$1,045.27 fee waiver for the special event permit fees.

ANALYSIS:

Two Donation and Fee Waiver/Reduction Policy request applications were received by the Recreation and Community Services Department. Applications included two (2) requests for fee waiver.

Fee Waiver Requests

FAREPA submitted the required applications and documentation for the annual installation dinner and fundraiser Crossroads of Culture:

- Indoor Space Rental Application for Milpitas Community Center Auditorium
- City Council Donation and Fee Waiver/Reduction Policy request
- Non-profit status letter

FAREPA is requesting that City Council waive eligible fees for the auditorium hourly rental fees in the amount of \$1,500. Fees ineligible for waiver include the rental application fee of \$30 and refundable security/damage deposit of \$500. Refundable security/damage deposits are refunded within 30 days of the rental.

St. Elizabeth Church submitted the required applications and documentation for their annual Parish Festival:

- Special Event Permit Application Packet
- City Council Donation and Fee Waiver/Reduction Policy request
- Non-profit status letter

St. Elizabeth Church is requesting that City Council waive eligible fees for the special event permit fees in the amount of \$1,045.27. Fees ineligible for waiver include staff fees.

Milpitas City Council adopted an updated "City Council Donation and Fee Waiver/Reduction Policy" (Policy) on June 21, 2022. Per the Policy, eligible organizations can request City fees to be waived up to \$1,500 or a donation amount up to \$500 to be granted upon request. Eligible organizations are defined as "a non-profit organization as described by the Internal Revenue Section such as 501(c)(3) or an intergovernmental agency; Non-discriminatory, and non-political in nature." Fee Waiver or Donation requests for events must provide a community benefit within the City of Milpitas proper. Applying organizations must provide proof of non-profit status from the federal Internal Revenue Service or the state Franchise Tax Board.

As required, FAREPA and St. Elizabeth Church have provided copies of their respective determination letters from the Internal Revenue Service stating they are tax-exempt organizations. All applicants meet the requirements as outlined in the Council adopted Donation and Fee Waiver/Reduction Policy.

POLICY ALTERNATIVE(S):

Alternative: Do not approve any one or combination of received fee waivers and donation applications as requested.

Pros: The City's General Fund will not incur the costs of the fees waived.

Con: Denial of the request may not allow the non-profit organization to hold their events.

Reason not recommended: This request is consistent with the Council approved Policy.

FISCAL IMPACT:

\$25,000 was approved and included in the FY 2024-25 City budget for City Council's Unallocated Community Promotions with a current balance of \$25,000. If these requests are approved by the City Council, then \$22,454.73 would remain in that line item of the current year's budget.

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:

(1) Approve a Fee Waiver of \$1,500 for the Filipino American Real Estate Professional Association Crossroads of Culture Dinner and Fundraiser at the Community Center Auditorium on August 22, 2024; and
(2) Approve a Fee Waiver of \$1045.27 for the St. Elizabeth Church Family Festival at the St. Elizabeth Church Parking Lot on September 22, 2024.

Attachment(s):

- (a) FAREPA Donation/Fee Waiver Application
- (b) FAREPA Internal Revenue Service (IRS) non-profit letter
- (c) St. Elizabeth Church Application
- (d) St. Elizabeth Church Internal Revenue Service (IRS) non-profit letter

#25

Name of Organization	FAREPA SILICON VALLEY
Is there a Milpitas Branch or Affiliation?	- No
Organization Address (as listed on your 501 (c) 3)	2211 Moorpark Ave.. Suite 140 San Jose, CA 95128 United States
Organization Web Site	http://www.farepa.org
Organization Contact Name	Anne Ramirez
Organization Contact Phone	(408) 821-8402
Organization Contact Email	president@farepa.org
Request Type	- Fee Waiver (up to \$1,500)
Requested Amount (request types cannot be combined or exceed maximum listed amounts)	\$1,500
Description of Use of Funds/Fees to be Waived	The funds will be used to cover outreach activities and expenses for our future educational workshops
Event Name	Crossroads of Culture
Event Date(s)	Aug 22, 2024
Event Location (Facility Name and Address)	Milpitas Community Center Auditorium
Is your Event Open to the Public	No
What is you anticipated Event attendance?	150
What is the purpose of the Event?	As part of our mission, we intend to elevate the level of professionalism of realtors through education, networking, as well as community partnerships.
Is your event a Fundraiser	Yes
What percentage of your event fundraising proceeds will benefit the Milpitas Community?	60% or more
How will the Milpitas Community Benefit from this Event?	Through our event, Realtors will be able to provide seminars/ workshops such as ADU, affordable housing programs, financial literacy, asset managment, as well as other resources and tools needed to educate the consumers in real estate investing so that they can make well-informed decisions.
How will the City's contribution (if approved) be recognized in event media and publicity?	We will acknowledge the City of Milpitas on our website, all social media platforms, flyers, and at the event.
Upload your Entity Status Letter (Entity Name listed on this application must match the Entity Status Letter Name)	FAREPA SV-Entity Status Letter-Apr 14.2024.pdf
Within 60 days after completion of the event for which a donation was received or a fee waiver was granted by the City of Milpitas, your organization will provide a report to the Director of Recreation and Community Services to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed.	
Failure to abide by the rules and procedures set	

forth in the City Council Donation/Fee Waiver
Policy will result in the organization being denied
for funding and/or fee waiver in the future.
Draw your signature into the box below.

Anne Ramirez



Entity Status Letter

Date: 4/14/2024

ESL ID: 8636395665

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 4016245

Entity Name: FAREPA SILICON VALLEY INC

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is **not** in good standing with the Franchise Tax Board.
- ☒ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 e.
- ☐ 4. We do not have current information about the entity.
- ☐ 5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: **ftb.ca.gov**
Phone: 800-852-5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916-845-6500 from outside the United States

California

Relay Service: 711 or 800-735-2929 (For persons with hearing or speech impairments)

City of Milpitas City Council Non-Profit Donation/Fee Waiver Requ... #31

Success!

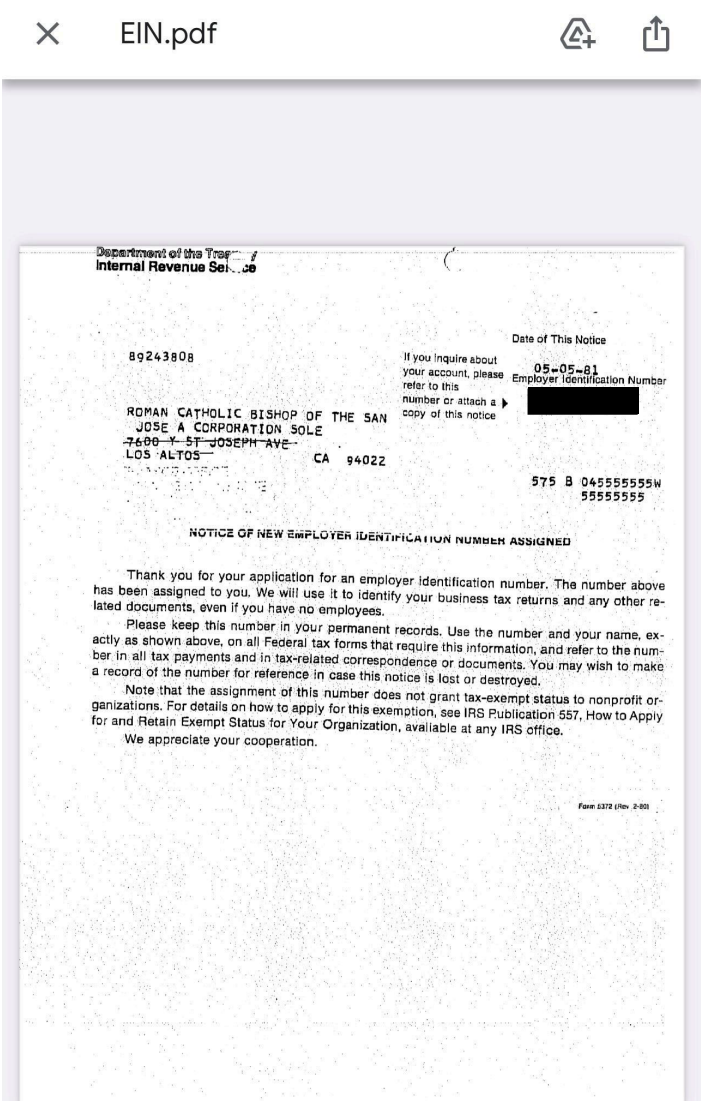
Entry #31 has been updated.



Name of Organization	St. Elizabeth Catholic Church
Is there a Milpitas Branch or Affiliation?	☒ Yes
Organization Address (as listed on your 501 (c) 3)	Roman Catholic Bishop of the San Jose 1150 N First Street, Ste, 100 San Jose, California CA 95112 United States
Organization Web Site	http://dsj.org
Organization Contact Name	THU HUYNH
Organization Contact Phone	(510) 449-8260
Organization Contact Email	thuhuynh@alliedmfg.net
Request Type	☒ Fee Waiver (up to \$1,500)
Requested Amount (request types cannot be combined or exceed maximum listed amounts)	\$1,045.27
Description of Use of Funds/Fees to be Waived	Special permit application fee
Event Name	St. Elizabeth Church Family Festival
Event Date(s)	Sep 22, 2024
Event Location (Facility Name and Address)	St. Elizabeth Church's Parking Lot
Is your Event Open to the Public	Yes
What is you anticipated Event attendance?	St. Elizabeth Parishioners
What is the purpose of the Event?	1. To create an opportunity for St. Elizabeth Church's parishioners get together , knowing each other 2. To create an opportunity for parishioners participate and have a good time and sharing their ethnic food
Is your event a Fundraiser	No
What percentage of your event fundraising proceeds will benefit the Milpitas Community?	None, this is not a fundraiser
How will the Milpitas Community Benefit from this Event?	1. St. Elizabeth Catholic Church is belong to Milpitas 2. All St. Elizabeth 's parishioners are living in Milpitas 3. People in Milpitas have an opportunity to participate together , knowing together , playing together ... leading to a better and friendly community in the City of Milpitas
How will the City's contribution (if approved) be recognized in event media and publicity?	1. St. Elizabeth will have a recognize letter to City of Milpitas

- 2. The letter is also post on the church 's weekly bulletin
- 3. There will be an announcement during weekend masses

Upload your Entity Status Letter (Entity Name listed on this application must match the Entity Status Letter Name)



IRS Letter St. Elizabeths 24.25.jpg



St. Elizabeth Festival.jpg

Within 60 days after completion of the event for which a donation was received or a fee waiver was granted by the City of Milpitas, your organization will provide a report to the Director of Recreation and Community Services to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed. Failure to abide by the rules and procedures set forth in the City Council Donation/Fee Waiver Policy will result in the organization being denied for funding and/or fee waiver in the future. Draw your signature into the box below.

THU HUYNH

Entry Info

Date Created	18 Jul 2024 - 08:48:41 AM
Date Updated	25 Jul 2024 - 11:19:54 AM view activity log (1)
IP Address	

ROMAN CATHOLIC BISHOP OF SAN JOSE

EIN: [REDACTED] | United States

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice.
Most small organizations that receive less than \$50,000 fall into this category.

Tax Period:

2007 (07/01/2007-06/30/2008)

EIN:

[REDACTED]

Organization Name (Doing Business as):

ROMAN CATHOLIC BISHOP OF SAN JOSE

Mailing Address:

963 Whitehall Ave
San Jose, CA 95128
United States

Principal Officer's Name and Address:

Katherine A Foard
963 Whitehall Ave
San Jose, CA 95128
United States

Gross receipts not greater than:

\$50,000

Organization has terminated:

No

Website URL:

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

✓ **Tax Year 2022 Form 990T**

✓ **Tax Year 2020 Form 990T**

✓ **Tax Year 2019 Form 990T**

✓ **Tax Year 2018 Form 990T**

✓ **Tax Year 2017 Form 990T**

✓ **Tax Year 2016 Form 990T**



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve 2024 Youth Advisory Commission Scholarship Awards (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/13/2024
Recommendation:	Approve three Youth Advisory Commission Community Service Scholarships of \$750 each and authorize a budget appropriation of \$2,250 from the Youth Holding Account to the Recreation and Community Services Department operating budget.

BACKGROUND:

Each year, the Youth Advisory Commission awards service scholarships to deserving Milpitas resident youth who are Junior or Senior (outgoing) high school students. Scholarships of \$750 are approved and are presented annually at a City Council Meeting. At the June 4, 2024 Youth Advisory Commission meeting, the Commission reviewed submitted 2024 scholarship applications to make recommendation to City Council on final scholarship awards.

ANALYSIS:

At the June 4, 2024 Youth Advisory Commission meeting, the Commission reviewed nine (9) 2024 scholarship applications.

The Commission reviewed eligible applications on their ability to demonstrate:

- A history of community service beyond any school requirements.
- Exemplary leadership and be a role model in his/her community.
- Completion of the scholarship questionnaire, consisting of one short essay question.
- Possession a minimum 2.5 accumulative, weighted GPA; transcript is required.
- One (1) letter of recommendation, including contact information, from a teacher, counselor, or organization leader.

Youth Advisory Commission members are not eligible for this scholarship.

After careful deliberation and discussion, the Commission voted to recommend three (3) scholarships to Marilyn Do, Jaina Gandhi, and Dipanjot Kaur for City Council final approval.

FISCAL IMPACT:

This item requires a budget appropriation of \$2,250 from the Youth Holding Account into the Recreation and Community Services operating budget. The Youth Holding Account balance is \$17,436.85 which includes monies derived from donations, grants, and fundraisers hosted by the Youth Advisory Commission. If these scholarships are approved by the City Council, then \$15,186.85 would remain in the holding account.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

RECOMMENDATION:

Approve three Youth Advisory Commission Community Service Scholarships of \$750 each to Marilyn Do, Jaina Gandhi, and Dipanjot Kaur, and authorize a budget appropriation of \$2,250 from the Youth Holding Account to the Recreation and Community Services Department operating budget.

ATTACHMENTS:

- (a) Youth Advisory Commission Scholarship Recommended Applications
- (b) Budget Change Form



Scholarship Application and Questionnaire Due: June 3, 2024

The City of Milpitas Youth Advisory Commission has established a scholarship program for Milpitas residents currently in high school, of junior or senior (outgoing) standing. The purpose of the scholarship program is to encourage students to continue their education by enrolling in a higher education or trade school. and provide financial assistance to students who wish to continue their education. A \$750.00 monetary scholarship will be awarded to one (1) high school junior or senior, to be used toward future school opportunities/supplies/tuition. The recipient must meet the following criteria and will be selected by the Youth Advisory Commission:

- Must be a high school junior or senior and a resident of Milpitas.
- Must demonstrate a history of community service beyond any school requirements.
- Must demonstrate exemplary leadership and be a role model in his/her community.
- Must complete the scholarship questionnaire, consisting of one short essay question.
- Must possess a minimum 2.5 accumulative, weighted GPA. An official school transcript is required.
- One (1) letter of recommendation, including contact information, from a teacher, counselor, or organization leader.
- Applications must be received no later than June 3, 2024 at 5:00 p.m.

Please Print

Gandhi, Jaina S

Last First MI

[REDACTED]

Street, City & Zip

[REDACTED]

Phone Email

Graduating from Milpitas High School in June 2024, Attending UC Berkeley starting Fall 2024

Graduating High School Jr. College/College/Trade School /University you plan/ hope on attending

9-12: 4.44

10-12: 4.54

GPA (accumulative, weighted)

Note: Please attach transcript. GPA and transcripts will be kept confidential.

Are you or your family currently receiving public assistance, utilizing assistance programs, low-income benefits or services? (Optional)

Yes

No



Recreation and
Community Services

Milpitas Community Center, 457 E. Calaveras Blvd., (408)
586-3210

Milpitas Senior Center, 40 N. Milpitas Blvd. (408) 586-3400

Milpitas Sports Center, 1325 E. Calaveras Blvd., (408) 586-3225

**Youth Advisory Commission
Community Service Scholarship Questionnaire**

Please type your response to the following short essay questions. Responses should not exceed 250 words.

**1. Tell us about the Community Service project that you were most proud of.
What did you learn from that experience?**

Leading projects such as school resource fairs, mock elections, and merchandise campaigns in various commissioner positions, I've executed my fair share of community service projects. However, Homecoming Court will always be special. From the very beginning, my goal for this project was to rethink. Flipping through old plans for the event, I grew increasingly tired of the same multistep plans: nominate, vote, and crown the King and Queen. To convince people to see a purpose in the event, and prevent it from being a shallow popularity contest, I had to involve student voices. To do so, I sent out a poll, asking students to select three characteristics they wanted to see in their Homecoming Royals. Meeting with my committee, I coordinated my extravagant plans with practicality restrictions. Reaching out to involve student groups like cheer and band, I planned the reveal for our first gender-inclusive Homecoming Royals. Through these endeavors, the final two royals became representatives for the record breaking 1150+ students who united to vote for them. Beyond any school tradition, the voters resonated with its purpose. What I had set out to do with Homecoming Court was carve a legacy for myself, but what I discovered was far more significant. In this journey of reimagining a tradition, I discovered more than just the complexity of event planning – I uncovered the driving force of innovation, collaboration, and the rippling impact that the actions of a small community of people can have on the lives of a larger majority.

2. How will this scholarship impact you?

I was 15 when I marched into Great Clips, proudly proclaiming that I wanted to donate 10 inches of hair. As the cosmetologist began trimming hair, I found myself pondering, will this hair help a chemotherapy, perhaps an alopecia patient? As a part of the Red Cross already as a Health & Safety committee member, I was educating the community through events such as How to Build a First-Aid Kit, Hands Only CPR Training, etc. However, donating hair made me realize that often a direct approach and active commitment to a cause can have a larger benefit. Keeping that in mind, I pursued Services to the Armed Forces in the Red Cross Silicon Valley Chapter and led my committee to organize dynamic events such as Refugee Simulations. Now, as Blood Services Coordinator, I have hosted multiple How to Host a Blood Drive seminars and launched our first Youth Corps Campaign for Blood Ambassadors. This Youth Advisory Commission Scholarship is not simply another opportunity for me to quicken the pace towards my goals, but a depiction of the same flexibility with which I've tried to give back to my community. Focusing on the essence of liberal medical education, I am excited to not only pursue biomedical research at UC Berkeley, but explore a holistic view of healthcare that will fuel my other passions of community service and hands-on clinical experience. The money from this scholarship will aid in these future endeavors, specifically in helping pay for textbooks and reading material for the MCAT.

3. Tell us about a time you experienced failure, and what you learned from that experience?

This year, Milpitas Science Olympiad decided to work towards a goal of qualifying for State Championships. Drafting a schedule for multiple competitions throughout the year, and teaching events to members of our team, as Captain, I found my own strength in putting every ounce of my effort towards this goal. Unfortunately, top 4 out of 40 teams went to States from our region and we received 5th place. I made our team's "failure" my personal failure. After the awards ceremony, I realized I needed to turn to my teammates and remind them that in the end, they tried their best and that was all that mattered. But before I could say anything to them, I was swarmed by my other two captains and my teammates. Even as we were all mourning what we believed to be our collective "failure", I realized what I was experiencing wasn't "failure" at all, but something beautiful. I truly believe everyone came into this community looking to discover something new about ourselves. Whether it was the freshmen who found a safe space for their inner scientists, or the seniors like me who wanted to establish a legacy, we found what we needed. Whether it was a love for engineering, a passion for science, or a desire for competition, we had fulfilled our own unique purpose. Not qualifying for States helped me realize that with a simple shift in perspective, any failure can be considered a success or moment of growth.

All applications and questionnaires are to be submitted **by email**, by June 3, 2024
to: Vince Collantes, Recreation Program Coordinator
E-mail: vcollantes@milpitas.gov
Questions: (408) 586-3231

I, the undersigned, do hereby agree to allow the individual named herein to participate in the YAC Community Service Scholarship program. I certify that all statements made in this application are true and correct to the best of my knowledge, and I agree and understand that if I am to receive this scholarship, any false statements may result in my disqualification.

Jaina Gandhi **6/1/24**

Signature of Applicant Date



MILPITAS HIGH SCHOOL

GREG WOHLMAN - Principal | Milpitas Unified School District

1285 Escuela Parkway
Milpitas, CA 95035
Tel 408-635-2800
Fax 408-635-2851
www.musd.org/mhs
CEEB Code: 051978

October 25, 2023

Re: Jaina Gandhi

To Whom It May Concern:

Jaina Gandhi has honored me with the request of writing her a letter of recommendation as she is in pursuit of a scholarship to use for undergraduate study. I feel confident giving Jaina the strongest recommendation possible for this scholarship due to her academic achievements and promise.

Jaina was in my AP Chemistry class her junior year. In this class she has proved herself as a good student who contributes to the class. Jaina works well in lab partnerships and teams. She is quiet but she shows her attention and understanding through other ways of participating in class. She is always courteous and respectful towards her classmates and me. Jaina completes her tasks in a timely manner making sure she turns in quality work.

Jaina's lab work has always been good, but I have been continually impressed with her improvements and she learns to use different tools. Jaina's analysis of data has been spot on. She thinks through challenges critically. Jaina asks for help when needed and learns from her mistakes. I have also been impressed with her collaboration skills. She related that she found the importance of collaboration in a lab early in the school year. She described the delicate balance needed between getting perfect data and developing a trusting relationship with her lab partner.

Jaina is also a member of our Science Olympiad team which I coach. Jaina has been a tremendous influence for good on our team. She has been an event lead, MESO coordinator, and a current captain. Jaina's work as MESO coordinator was phenomenal. She coordinated 20 workshops for approximately 200 first to sixth graders. These workshops were praised and enjoyed by all of the participants. Jaina always works well with everyone. She leads by example and works hard to make sure all are included. While she has been successful in her events, she always concerned about how the team as a whole does. She encourages others and helps them be as successful as they can be.

I believe Jaina is an excellent candidate for this scholarship. She will take advantage of the opportunities given to her and will become a productive citizen. If you have any questions or concerns, feel free to contact me via e-mail or phone.

Letta S. Meyer, EdD
AP Chemistry Teacher and Science Olympiad Coach
(408) 635-2800 ext. 4060
lmeyer@musd.org

ASSISTANT PRINCIPALS

SEAN
ANGLON

ANDREW
DINH

JENNIFER
HUTCHISON

JONATHAN
MACH

CASEY
MCMURRAY
Page 176 of 663

Transcripts

General Contact Addtl Info Programs 0 User Codes ▾

Jaina Gandhi

Graduation Track	Graduated	Grad Stat	Expected Grad
Default			
Comment			

GPA's *This process will recompute the student's built-in gpa and any district gpas defined below.*

(W) Acad GPA	(W) Total GPA	(W) 10-12 GPA	Credit Att/Compl	
4.45	4.44	4.54	270.00	270.00
Name	GPA	Class Rank/Size	GPA Last Updated	Class Rank Last Updated

Course History

☐ Sort by Subject ☒ Sort by Date Descending

2023-2024 | Milpitas HighGrade 12 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2023-2024	5	12	100064	AP English		P	H/AP	B	5.00	5.00			
341	2023-2024	5	12	304264	AP Micro		P	H/AP	A-	5.00	5.00			
341	2023-2024	5	12	403065	AP Physics		P	H/AP	B-	5.00	5.00			
341	2023-2024	5	12	600205	PE HS			N	A-	5.00	5.00			
341	2023-2024	5	12	601585	Dance Intm		P		A+	5.00	5.00			
341	2023-2024	5	12	703075	Leadership		P		A+	5.00	5.00			

2023-2024 | Mission CollegeGrade 12 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
5192	2023-2024	5	12	CULELT	COLLEV Elective		P	H	A	10.00	10.00	Emerging Infectious Diseases		

2022-2023 | Mission CollegeGrade 11 | Summer Session

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
5192	2022-2023	7	11	CULELT	COLLEV Elective		P	H	A	10.00	10.00	Hispanic Roots and Culture		
5192	2022-2023	7	11	CULELT	COLLEV Elective		P	H	B	10.00	10.00	Software Development With Java		

2022-2023 | Milpitas HighGrade 11 | Spring Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2022-2023	6	11	100053	English III H		P	H	A-	5.00	5.00			
341	2022-2023	6	11	204565	AP Statistics		P	H/AP	A-	5.00	5.00			
341	2022-2023	6	11	306865	AP Psychology		P	H/AP	A	5.00	5.00			
341	2022-2023	6	11	402065	AP Chem		P	H/AP	A-	5.00	5.00			
341	2022-2023	6	11	502345	Spanish III		P		A-	5.00	5.00			
341	2022-2023	6	11	703075	Leadership		P		A	5.00	5.00			

2022-2023 | Milpitas HighGrade 11 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2022-2023	5	11	100053	English III H		P	H	A-	5.00	5.00			
341	2022-2023	5	11	204565	AP Statistics		P	H/AP	A-	5.00	5.00			
341	2022-2023	5	11	306865	AP Psychology		P	H/AP	A	5.00	5.00			
341	2022-2023	5	11	402065	AP Chem		P	H/AP	B+	5.00	5.00			

341	2022-2023	5	11	502345	Spanish III		P		A-	5.00	5.00			
341	2022-2023	5	11	703075	Leadership		P		A	5.00	5.00			

2021-2022 | Mission CollegeGrade 10 | Summer Session

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
5192	2021-2022	7	10	CULCIV	COLLEV Civics		P	H	A	10.00	10.00	American Government		

2021-2022 | Milpitas HighGrade 10 | Spring Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2021-2022	6	10	100112	English IIA		P		A	5.00	5.00			
341	2021-2022	6	10	204265	AP Calc BC		P	H/AP	A-	5.00	5.00			
341	2021-2022	6	10	301062	AP Wrld Hist		P	H/AP	A	5.00	5.00			
341	2021-2022	6	10	402055	Chemistry H		P	H	A-	5.00	5.00			
341	2021-2022	6	10	502245	Spanish II		P		A-	5.00	5.00			
341	2021-2022	6	10	703075	Leadership		P		A	5.00	5.00			

2021-2022 | Milpitas HighGrade 10 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2021-2022	5	10	100112	English IIA		P		A	5.00	5.00			
341	2021-2022	5	10	204265	AP Calc BC		P	H/AP	B+	5.00	5.00			
341	2021-2022	5	10	301062	AP Wrld Hist		P	H/AP	A	5.00	5.00			
341	2021-2022	5	10	402055	Chemistry H		P	H	A	5.00	5.00			
341	2021-2022	5	10	502245	Spanish II		P		A	5.00	5.00			
341	2021-2022	5	10	703075	Leadership		P		A	5.00	5.00			

2020-2021 | San Jose City CollegeGrade 10 | Summer Session

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
5123	2020-2021	7	10	CULUSH	COLLEV US Hist		P	H	A	10.00	10.00	Hist of the US		

2020-2021 | Milpitas HighGrade 9 | Spring Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2020-2021	6	9	100111	English IA		P		A	5.00	5.00			
341	2020-2021	6	9	203555	Pre Calculus H		P	H	A-	5.00	5.00			
341	2020-2021	6	9	401045	Biology		P		A+	5.00	5.00			
341	2020-2021	6	9	502145	Spanish I		P		A+	5.00	5.00			
341	2020-2021	6	9	600201	PE 9			N	P	5.00	5.00			
341	2020-2021	6	9	703075	Leadership		P		A	5.00	5.00			

2020-2021 | Milpitas HighGrade 9 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2020-2021	5	9	100111	English IA		P		A	5.00	5.00			
341	2020-2021	5	9	203555	Pre Calculus H		P	H	B+	5.00	5.00			
341	2020-2021	5	9	401045	Biology		P		A+	5.00	5.00			
341	2020-2021	5	9	502145	Spanish I		P		A+	5.00	5.00			
341	2020-2021	5	9	600201	PE 9			N	P	5.00	5.00			
341	2020-2021	5	9	703075	Leadership		P		A	5.00	5.00			

2019-2020 | Math Jam SJCCGrade 9 | Summer Session

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
61338	2019-2020	7	9	UMATL3	ODTUC Math L3		P		P	10.00	10.00	Math III		

2019-2020 | Thomas Russell MiddleGrade 8 | Spring - Q3

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
232	2019-2020	3	8	101548	Engl Lang Arts8				CR	3.33	3.33			
232	2019-2020	3	8	206246	Int CCMath II		P		CR	3.33	3.33			

232	2019-2020	3	8	302048	US History 8				CR	3.33	3.33			
232	2019-2020	3	8	400048	Science 8				CR	3.33	3.33			
232	2019-2020	3	8	600208	PE 8			N	CR	3.33	3.33			
232	2019-2020	3	8	702979	Leadership MS			N	CR	3.33	3.33			

2019-2020 | Thomas Russell MiddleGrade 8 | Fall- Q2

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
232	2019-2020	2	8	101548	Engl Lang Arts8				A+	3.33	3.33			
232	2019-2020	2	8	206246	Int CCMath II		P		A	3.33	3.33			
232	2019-2020	2	8	302048	US History 8				A	3.33	3.33			
232	2019-2020	2	8	400048	Science 8				A+	3.33	3.33			
232	2019-2020	2	8	600208	PE 8			N	A+	3.33	3.33			
232	2019-2020	2	8	702979	Leadership MS			N	A+	3.33	3.33			

2019-2020 | Thomas Russell MiddleGrade 8 | Fall - Q1

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
232	2019-2020	1	8	101548	Engl Lang Arts8				A	3.33	3.33			
232	2019-2020	1	8	206246	Int CCMath II		P		A-	3.33	3.33			
232	2019-2020	1	8	302048	US History 8				A+	3.33	3.33			
232	2019-2020	1	8	400048	Science 8				A+	3.33	3.33			
232	2019-2020	1	8	600208	PE 8			N	A+	3.33	3.33			
232	2019-2020	1	8	702979	Leadership MS			N	A+	3.33	3.33			

2018-2019 | Thomas Russell MiddleGrade 7 | Spring - Q3

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
232	2018-2019	3	7	101047	Lang Arts 7				A+	3.33	3.33			
232	2018-2019	3	7	200048	Math 8				A+	3.33	3.33			
232	2018-2019	3	7	300047	Soc St 7				A+	3.33	3.33			
232	2018-2019	3	7	400047	Science 7				A+	3.33	3.33			
232	2018-2019	3	7	600207	PE 7			N	A+	3.33	3.33			
232	2018-2019	3	7	702979	Leadership MS			N	A+	3.33	3.33			

2018-2019 | Thomas Russell MiddleGrade 7 | Fall- Q2

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
232	2018-2019	2	7	101047	Lang Arts 7				A+	3.33	3.33			
232	2018-2019	2	7	200048	Math 8				A+	3.33	3.33			
232	2018-2019	2	7	300047	Soc St 7				A+	3.33	3.33			
232	2018-2019	2	7	400047	Science 7				A-	3.33	3.33			
232	2018-2019	2	7	600207	PE 7			N	A+	3.33	3.33			
232	2018-2019	2	7	702979	Leadership MS			N	A+	3.33	3.33			

2018-2019 | Thomas Russell MiddleGrade 7 | Fall - Q1

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
232	2018-2019	1	7	101047	Lang Arts 7				A+	3.33	3.33			
232	2018-2019	1	7	200048	Math 8				A+	3.33	3.33			
232	2018-2019	1	7	300047	Soc St 7				A+	3.33	3.33			
232	2018-2019	1	7	400047	Science 7				A	3.33	3.33			
232	2018-2019	1	7	600207	PE 7			N	A-	3.33	3.33			
232	2018-2019	1	7	702979	Leadership MS			N	A+	3.33	3.33			

Transcript Indicators Legend

No Transcript Indicators Defined

Youth Advisory Commission

Community Service Scholarship Application



Scholarship Application and Questionnaire Due: June 3, 2024

The City of Milpitas Youth Advisory Commission has established a scholarship program for Milpitas residents currently in high school, of junior or senior (outgoing) standing. The purpose of the scholarship program is to encourage students to continue their education by enrolling in a higher education or trade school, and provide financial assistance to students who wish to continue their education. A \$750.00 monetary scholarship will be awarded to one (1) high school junior or senior, to be used toward future school opportunities/supplies/tuition. The recipient must meet the following criteria and will be selected by the Youth Advisory Commission:

- Must be a high school junior or senior and a resident of Milpitas.
- Must demonstrate a history of community service beyond any school requirements.
- Must demonstrate exemplary leadership and be a role model in his/her community.
- Must complete the scholarship questionnaire, consisting of one short essay question.
- Must possess a minimum 2.5 accumulative, weighted GPA. An official school transcript is required.
- One (1) letter of recommendation, including contact information, from a teacher, counselor, or organization leader.
- Applications must be received no later than June 3, 2024 at 5:00 p.m.

Please Print

Kaur

Dipanjot

Last

First

MI

[Redacted]

Street, City & Zip

[Redacted]

Phone

[Redacted]

Email

Milpitas Middle College High Sc San Jose State University

Graduating High School

Jr. College/College/Trade School /University you plan/ hope on attending

4.19

GPA (accumulative, weighted)

Note: Please attach transcript. GPA and transcripts will be kept confidential.

Are you or your family currently receiving public assistance, utilizing assistance programs, low-income benefits or services? (Optional)

☐ Yes

☒ No



Recreation and
Community Services

Milpitas Community Center, 457 E. Calaveras Blvd., (408) 586-3210
Milpitas Senior Center, 40 N. Milpitas Blvd. (408) 586-3400
Milpitas Sports Center, 1325 E. Calaveras Blvd., (408) 586-3225

**Youth Advisory Commission
Community Service Scholarship Questionnaire**

Please type your response to the following short essay questions. Responses should not exceed 250 words.

1. Tell us about the Community Service project that you were most proud of. What did you learn from that experience?

I am a teacher at Guru Nanak Khalsa School who taught Punjabi and my proudest accomplishment is about one of my memorable students I taught.

As teachers, we come across various students, but sometimes we get situations that are out of our control. This was what I experienced when I came across my student whose words wouldn't come out after endless stuttering. He was a kid who would collectively sway back and forth and found my instructions hard to attend to. Yet, there was an intellectual brilliance about him, regardless of his disability. This was my first time teaching a special student and I was scared to ask the mother about her child's special needs.

As a teacher, my patience was tested. "Please read line 6 of Lesson 2," I told the student. He'd look at the text in confusion for a while. Similarly, the class would end with an outburst of tears from him due to the confusion he was put under. In all my four years of doing this community service, this was the most challenging obstacle I faced.

The next Sunday presented itself but things were different in my teaching style. "Let's all play a game, shall we?" Instead of traditional teaching styles, I played games like hangman to teach Punjabi. This captured his attention.

He hugged me and preached on the way out what he learned to his mother. I was wrong about this kid, and his score of 96/100 on his midterm proves that.

2. How will this scholarship impact you?

My passion for learning is endless and I want to pursue the field of justice studies and become a corporate lawyer. Although my parents will do their best to support me emotionally they, unfortunately, cannot provide for me financially during college.

I've always wished to continue my education beyond high school and never viewed it as an option but a priority. However, looking at the costs and tuition fees for San Jose State University, the institution I've decided to attend, I've been suffering indisputably with their high costs. At this moment in my life, I decided not to pursue this career.

While I'm inevitably grateful for my parents who are providing me a roof over my head, it's been a rough time trying to figure out how I will pay for college and not fall into debt. Working part-time jobs to make ends meet is an option I've considered but I don't want my studies to suffer immensely.

The Youth Advisory Commission works to advise the council regarding problems with youths and teens. I've also been fortunate enough to be a part of Santa Clara's Student Wellness Advisory Group, SWAG where I've been involved in Youth Leadership events to promote awareness about teen mental health and wellness centers. This scholarship can help me cover my first semester trouble-free and help me buy a laptop when I won't have my MUSD issued chromebook anymore. With the non-working hours because of this scholarship I can also still continue at SWAG too.

3. Tell us about a time you experienced failure, and what you learned from that experience?

I've been enlightened by mistakes because of the lifelong lessons I've learned afterward.

My brother has suffered from addiction for the past few years, and while it might not show failure specifically from me, it does show the lack of support I've given him throughout his years. Being the older sibling, it was my job to guide him the right way. One day, when I saw him vaping in my bathroom, I didn't tell my mother or any family members, as I knew he would get into big trouble, and due to sympathy, now we are on the verge of losing him because he doesn't want to be a part of our family anymore. I failed as a sibling. From this experience, I learned that if I had just told my family or asked for support from other teen resources, we wouldn't be experiencing these many troubling issues.

Some days he runs away and doesn't return until midnight, and it shows what a horrible sister I was who couldn't spend time with my sibling when he needed me the most.

From these troubling events, I decided to also join the Student Wellness Advisory Group to understand teen mental health issues and why some fall subject to drugs. Drugs can never help you succeed, and I wish to tell my brother more than anything that I want to give him my time and energy. I wish to take back all the mean words I said to him.

All applications and questionnaires are to be submitted **by email**, by June 3, 2024
to: Vince Collantes, Recreation Program Coordinator
E-mail: vcollantes@milpitas.gov
Questions: (408) 586-3231

I, the undersigned, do hereby agree to allow the individual named herein to participate in the YAC Community Service Scholarship program. I certify that all statements made in this application are true and correct to the best of my knowledge, and I agree and understand that if I am to receive this scholarship, any false statements may result in my disqualification.

Signature of Applicant Date

Dipanjot Kaur

06/03/2024



**Interim
Chancellor:**
Dr. Raul Rodriguez

Board of Trustees:
Maria Fuentes
Wendy Ho
Jeffrey Lease
Bob Livengood
Craig Mann
Karen Martínez

Dear Scholarship Committee,

It is my absolute pleasure to recommend Dipanjot Kaur for this wonderful opportunity. I have gotten to know Dipanjot this semester in my role as her San Jose City College Academic Counselor and College & Life Success Instructor. Dipanjot's creativity, open mindedness, brilliance, dedication, and proactiveness stands out amongst the many high school and college students I have had the opportunity to work with, and I truly believe she is deserving of recognition.

Among hundreds of applicants, Dipanjot was selected to participate in the Milpitas Middle College High School (MMCHS) located at the San Jose City College Milpitas Extension due to her persistence, mental fortitude, and dedication to growth and education. Dipanjot has experienced many trials in her life, from mental health challenges to lack of community connection to family responsibilities. Despite these challenges, Dipanjot continues to show up and do her best every day. We have witnessed her grow and blossom at MMCHS, initiating community building activities and developing a community impact project around mental health and self-care. Not only is she working on improving herself, she is also creating opportunities for others to feel seen and heard. Dipanjot takes initiative both inside and outside of the classroom, and it has been a pleasure to engage in discussion with her about values, education, and her future goals. Dipanjot aspires to pursue Business or Law and has demonstrated her commitment to her future and academics by enrolling in multiple college classes to prepare. In addition to the strong communication and leadership qualities she brings to MMCHS, Dipanjot is also a leader at home and in her community. Dipanjot volunteers her time with the Guru Nanak Khalsa School to support children in better understanding and embracing the Sikh way of life and heritage. She is also the eldest daughter in her family and takes on the responsibilities of assisting the family business, caring for her siblings, and working to provide her family with financial support.

I highly recommend Dipanjot without reservation and hope that you will consider her as a recipient for your scholarship. Dipanjot contributes fantastic knowledge and interpersonal qualities to our environment, and I have no doubt that she will continue to thrive and bring about great changes to her life and community with your support. Please do not hesitate to let me know if there is anything further I can do to support Dipanjot's application.

Warmest regards,

Sandy Ho
Counselor & Instructor
San Jose City College - Milpitas Extension
sandy.ho@sjcc.edu

President: Rowena M. Tomaneng Ed.D.
San José City College • 2100 Moorpark Avenue, San José, CA 95128-2799 •
P 408.298.2181

Inspiring Success, One Student at a Time

Student Name
Kaur, Dipanjot

Student ID
0000084132

Grade
12

Birthdate
11/28/2006

Counselor
Teacher Unassign

Parent/guardian name, address, telephone
Manjit Thind/Jatinder Kaur

Transcript of Student Progress

May 31, 2024
Milpitas Middle College High School
1450 Escuela Pkwy
Milpitas, CA 95035
(408) 635-2805

Crs-ID Course Title Mark Att/Cmp

Grade 9 Fall Semester 2020-2021

Milpitas High

p	100041	English I	B	5.00	5.00
p	206146	Int CCMath I	A-	5.00	5.00
p	306545	Geography	A+	5.00	5.00
p	401045	Biology	A+	5.00	5.00
p	502145	Spanish I	A+	5.00	5.00
	600201	PE 9	P	5.00	5.00

Credit Att: 30.00 Cmp: 30.00 TGPA: 3.80

Grade 9 Spring Semester 2020-2021

Milpitas High

p	100041	English I	A	5.00	5.00
p	206146	Int CCMath I	A-	5.00	5.00
p	401045	Biology	A+	5.00	5.00
p	502145	Spanish I	A	5.00	5.00
	600201	PE 9	P	5.00	5.00
p	610144	Animation	A+	5.00	5.00

Credit Att: 30.00 Cmp: 30.00 TGPA: 4.00

Grade 10 Fall Semester 2021-2022

Milpitas High

p	100042	English II	A	5.00	5.00
p	206246	Int CCMath II	B-	5.00	5.00
p	301042	Wrld History	B+	5.00	5.00
p	402045	Chemistry	B	5.00	5.00
p	502245	Spanish II	A-	5.00	5.00
	600205	PE HS	A-	5.00	5.00
p	700095	CompSciPrinc	A	5.00	5.00

Credit Att: 35.00 Cmp: 35.00 TGPA: 3.57

Grade 10 Spring Semester 2021-2022

Milpitas High

p	100042	English II	A	5.00	5.00
p	206246	Int CCMath II	B+	5.00	5.00
p	301042	Wrld History	A	5.00	5.00
p	402045	Chemistry	B-	5.00	5.00

Crs-ID	Course Title	Mark	Att/Cmp
p 502245	Spanish II	A-	5.00 5.00
600205	PE HS	P	5.00 5.00

Credit Att: 30.00 Cmp: 30.00 TGPA: 3.60

Grade 11 Fall Semester 2022-2023

Milpitas High

p	100043	English III	A	5.00	5.00
p	206345	Int CCMath III	A	5.00	5.00
p	302043	US History	A	5.00	5.00
p	403045	Physics	A+	5.00	5.00
p	502345	Spanish III	A	5.00	5.00
p	601215	Art Exploration	A+	5.00	5.00

Credit Att: 30.00 Cmp: 30.00 TGPA: 4.00

Grade 11 Spring Semester 2022-2023

Milpitas High

p	100043	English III	A-	5.00	5.00
p	206345	Int CCMath III	A	5.00	5.00
p	302043	US History	A	5.00	5.00
p	403045	Physics	B	5.00	5.00
p	502345	Spanish III	A	5.00	5.00
p	601215	Art Exploration	A+	5.00	5.00

San Jose City College

p	CULSOC	Intro to Sociology	A	10.00	10.00
p	CULVPA	Dance Appreciation	A	10.00	10.00

Credit Att: 50.00 Cmp: 50.00 TGPA: 4.30

Grade 12 Fall Semester 2023-2024

Milpitas Middle College High

p	100055	English IVH	A	5.00	5.00
p	303054	Honors Amer Gov	B+	5.00	5.00
p	705045	CollCarAdv	CR	5.00	5.00

San Jose City College

p	CUL2EL	Legal Environmen	A	10.00	10.00
p	CUL2EL	College and Life	SA	10.00	10.00
p	CULSOC	General Psychology	A	10.00	10.00

Credit Att: 45.00 Cmp: 45.00 TGPA: 4.88

Crs-ID Course Title Mark Att/Cmp

Grade 12 Spring Semester 2023-2024

San Jose City College

p	CULHPE	Walking/Jogging	frA	3.34	3.34
p	CULSOC	Intro to Race and	IA	10.00	10.00

Credit Att: 13.34 Cmp: 13.34 TGPA: 4.75

-WORK IN PROGRESS-

Milpitas Middle College High

p	100055	English IVH		5.00	0.00
p	304054	Honors Economic		5.00	0.00
p	705045	CollCarAdv		5.00	0.00

Total Credit: 15.00

Course Tags:

p = College Prep

r = Repeated

Weighted

Acad GPA (9-12) **4.13**

Acad GPA (10-12) **4.19**

Total GPA (9-12) **4.12**

Credit Attempted: **263.34**

Credit Completed: **263.34**

Date	Event	Hours
04/24	Community Service	200.00
04/24	Community Service	3.00
04/24	Community Service	2.00
04/24	Community Service	1.30
04/24	Community Service	4.00
04/24	Community Service	2.00
	Community Service	212.30

Subject Area	CREDIT SUMMARY		
	Credit Req'd	Compl	Needed
English	40.00	35.00	5.00
Mathematics	30.00	30.00	-
Science	20.00	20.00	-
Physical Science	-	-	-
Life Science	-	-	-
CultHist/SSElec	5.00	5.00	-
World History	10.00	10.00	-
US History	10.00	10.00	-
American Government	5.00	5.00	-
Economics	5.00	-	5.00
Physical Ed	20.00	20.00	-
Fine Arts	10.00	10.00	-
World Languages	-	-	-
Elective	65.00	118.34	-
* TOTALS *	220.00	263.34	10.00

Algebra 1 Requirement Met

District Enter: 8/29/2011

School Enter: 8/10/2023

Class of 2024

Youth Advisory Commission

Community Service Scholarship Application



Scholarship Application and Questionnaire Due: June 3, 2024

The City of Milpitas Youth Advisory Commission has established a scholarship program for Milpitas residents currently in high school, of junior or senior (outgoing) standing. The purpose of the scholarship program is to encourage students to continue their education by enrolling in a higher education or trade school. and provide financial assistance to students who wish to continue their education. A \$750.00 monetary scholarship will be awarded to one (1) high school junior or senior, to be used toward future school opportunities/supplies/tuition. The recipient must meet the following criteria and will be selected by the Youth Advisory Commission:

- Must be a high school junior or senior and a resident of Milpitas.
- Must demonstrate a history of community service beyond any school requirements.
- Must demonstrate exemplary leadership and be a role model in his/her community.
- Must complete the scholarship questionnaire, consisting of one short essay question.
- Must possess a minimum 2.5 accumulative, weighted GPA. An official school transcript is required.
- One (1) letter of recommendation, including contact information, from a teacher, counselor, or organization leader.
- Applications must be received no later than June 3, 2024 at 5:00 p.m.

Please Print

Do Marilyn MI
Last First MI

[REDACTED]
Street, City & Zip

[REDACTED]
Phone

[REDACTED]
Email

Milpitas Middle College H.S Pacific Union College
Graduating High School Jr. College/College/Trade School /University you plan/ hope on attending

4.60 GPA (accumulative, weighted)
Note: Please attach transcript. GPA and transcripts will be kept confidential.

Are you or your family currently receiving public assistance, utilizing assistance programs, low-income benefits or services? (Optional)

- ☐ Yes
☐ No



Recreation and
Community Services

Milpitas Community Center, 457 E. Calaveras Blvd., (408) 586-3210
Milpitas Senior Center, 40 N. Milpitas Blvd. (408) 586-3400
Milpitas Sports Center, 1325 E. Calaveras Blvd., (408) 586-3225

Tell us about the Community Service project that you were most proud of. What did you learn from that experience?

Last summer, I was struck by a speeding car. Since awakening from a four-day coma, along with various other injuries, I spent every hellish day for the following month in the hospital. There, routine dominated my schedule; hours of therapy, physician check-ups, and medicinal-treatments were neatly blocked off on a chart. Any time unallotted was filled with boredom.

Going through this experience made me realize the harsh mental conditions present among pediatric-patients undergoing long hospital stays. Thus, after recovering, I resolved to alleviate these problems through my community service project—Code White.

I began by joining my hospital's teen advisory group, composed of several former-pediatric patients, with the goal of improving pediatric patient experience through representation and past experience. In fact, last winter, we went around the pediatric-ward to distribute gifts, cards, and holiday cheer to patients stuck in the hospital during the holiday season. From that experience, it was abundantly clear that receiving cards had a dramatic mental impact. Therefore, I decided to outreach members of my community to make get-well-soon cards. Over the span of two months, I collected and made 66 cards, which are to be distributed over the course of the year to patients. Now, our most current project revolves around designing a pediatric teen-space.

From this ongoing experience, I've learned that in such a negatively-filled environment, any kindness and interaction can go a long way; just as I was saved by the cards I received from my community, others can be energized by a small deed.

How will this scholarship impact you?

As a former PICU and pediatric rehabilitation patient, witnessing the bustling environment of the hospital, as well as the seamless collaborations between nurses and specialized physicians invigorated my passions to work in the hospital. Specifically, it inspired me to become a pediatrician.

However, the steps to becoming a pediatrician are notoriously known for being not only time-consuming and mentally exhausting but also financially debilitating. In fact, tuition for just medical school can cost upwards of \$292,000 for all four years, nevermind other costs such as housing, meals, and USMLE fees. Unsurprisingly, these astounding prices are the reason why roughly 75% of medical students borrow federal student loans, all of which amount to roughly \$3 billion borrowed per year. Thus, my goal is to avoid a large accumulation of student loans and debt by lowering my undergraduate expenses as much as possible. This scholarship will help me tremendously in achieving this intention.

Moreover, as a daughter in a relatively large family of six, I hope to ease the financial burden on my parents. Raising four children is no easy feat and as each of us enter our respective colleges, these expenses will accumulate. After all, coming from an Asian background, my parents hold a strong obligation to financially support us. Hence, from a personal standpoint as well as a rational perspective, I wish to lower my undergraduate costs as much as is feasible.

Tell us about a time you experienced failure, and what you learned from that experience?

On the first day of sophomore year, I came onto campus with an unfounded cockiness. After all, freshman year was a breeze. With classes being online, I had no need to record any important deadlines or information; Google Classroom accomplished this task automatically for me.

As I breezed through the day, the uneventful periods—mostly composed of course expectations and class syllabus—reinforced my arrogance. The following day, I returned back to campus, confident I had completed all assignments. To my surprise, as I walked onto my first period English, everyone had a written half-paper-sheet sprawled out on their table. I had completely forgotten to finish the activity-reflection assigned the day before. While yesterday, I had sat in the front, undaunted by the academic intensity of high school, I now found myself bent over in the back, panickingly scribbling words—ignoring its coherence.

That was my first failure of in-person high-school. Although seemingly trifling, it reminded me of the importance of staying organized.

Since then, I've stressed the importance of coordinating deadlines and important dates by implementing several habits. For one, I keep a physical mini-notebook in my backpack to record any on-the-spot classroom announcements. To digitally craft my daily to-do lists, I employ platforms Google Keep and more-recently, Notion. For major events or social congregations, I use Google Calendar, particularly helpful in preventing scheduling conflicts.

Looking back, this “failure” played an instrumental role in my character revamping; it was a reality check that exposed me to my lacking flaws and stressed humility.

**Youth Advisory Commission
Community Service Scholarship Questionnaire**

Please type your response to the following short essay questions. Responses should not exceed 250 words.

1. Tell us about the Community Service project that you were most proud of. What did you learn from that experience?

2. How will this scholarship impact you?

3. Tell us about a time you experienced failure, and what you learned from that experience?

All applications and questionnaires are to be submitted **by email**, by June 3, 2024
to: Vince Collantes, Recreation Program Coordinator
E-mail: vcollantes@milpitas.gov
Questions: (408) 586-3231

I, the undersigned, do hereby agree to allow the individual named herein to participate in the YAC Community Service Scholarship program. I certify that all statements made in this application are true and correct to the best of my knowledge, and I agree and understand that if I am to receive this scholarship, any false statements may result in my disqualification.



Signature of Applicant

05/29/24

Date

September 10, 2023

To whom it may concern:

I am writing to provide my enthusiastic recommendation for admission to your university for Marilyn Do. I had the pleasure of being Marilyn's AP Psychology teacher at Milpitas High School during the 2022-2023 school year.

AP Psychology is a rigorous course requiring students to read a college-level textbook independently. Students take timed multiple-choice and essay exams every other week. Marilyn consistently achieved the highest score in the class on her multiple choice and free response exams. At least once per month, students are required to work with classmates on group projects. Marilyn can delegate tasks to group members and follow through to ensure completion in a timely manner. She has a natural ability to guide her team to creative and innovative ideas. Her leadership style promotes inclusivity, as she brings out the strengths in her team members.

Marilyn has balanced her academic life with work and extracurricular activities. Through her participation in speech and debate, she has refined her superb communication skills. This is evident in her class presentations, as she articulates her ideas clearly and concisely. Her leadership skills and commitment to excellence are evident across her diverse interests and experiences.

Marilyn is a student that any teacher feels lucky to have in class. She brings her cheerful demeanor and positivity to our classroom and campus. She develops a personal connection with her teachers and classmates. Marilyn stands out not only for her academic prowess but also for being personable, down-to-earth, and likable. Her perseverance in academics and continued positivity in light of her injuries this summer are a testament to her drive and character.

Please contact me for any additional information or further elaboration on Marilyn's qualifications. I am happy to provide any further insight into her abilities and character. I am confident that she will be an asset to your school community.

Sincerely,

Kathryn Peterson

Kathryn Peterson

Milpitas High School

Social Studies Department

kpeterson@musd.org

Student Name Do, Marilyn Kim-Oanh			Student ID 0000084373		Grade 12	Birthdate 05/19/2006		Counselor Lamb, Valerie		Transcript of Student Progress													
Parent/guardian name, address, telephone Dan Do/Michelle Hoang [REDACTED]												May 28, 2024 Milpitas Middle College High School 1450 Escuela Pkwy Milpitas, CA 95035 (408) 635-2805											
Crs-ID			Course Title			Mark			Att/Cmp			Crs-ID			Course Title			Mark			Att/Cmp		
Grade 8 Fall - Q1 2019-2020						p 204065 AP Calc AB A 5.00 5.00						p 306865 AP Psychology A 5.00 5.00											
Thomas Russell Middle						p 301062 AP Wrld Hist A 5.00 5.00						p 401065 AP Biology A 5.00 5.00											
p 206246 Int CCMath II B+ 3.33 3.33						p 402055 Chemistry H A- 5.00 5.00						p 501345 French III A+ 5.00 5.00											
Credit and GPA rules vary for MS Courses						p 501245 French II A+ 5.00 5.00						p 601955 Orchestra A 5.00 5.00											
Grade 8 Fall- Q2 2019-2020						600205 PE HS A- 5.00 5.00						Credit Att: 30.00 Cmp: 30.00 TGPA: 4.67											
Thomas Russell Middle						Credit Att: 30.00 Cmp: 30.00 TGPA: 4.50						Grade 11 Summer Session 2023-2024											
p 206246 Int CCMath II A 3.33 3.33						Grade 10 Spring Semester 2021-2022						Milpitas Middle College High											
Credit and GPA rules vary for MS Courses						Milpitas High						p CMATL4 Calculus II A 16.00 16.00											
Grade 8 Spring - Q3 2019-2020						p 100112 English IIA A 5.00 5.00						Credit Att: 16.00 Cmp: 16.00 TGPA: 5.00											
Thomas Russell Middle						p 204065 AP Calc AB A 5.00 5.00						Grade 12 Fall Semester 2023-2024											
p 206246 Int CCMath II CR 3.33 3.33						p 301062 AP Wrld Hist A 5.00 5.00						Milpitas Middle College High											
Credit and GPA rules vary for MS Courses						p 402055 Chemistry H A 5.00 5.00						p 100055 English IVH A- 5.00 5.00											
Grade 9 Fall Semester 2020-2021						p 501245 French II A- 5.00 5.00						p 303054 Honors Amer Gov A+ 5.00 5.00											
Milpitas High						600205 PE HS P 5.00 5.00						p 705045 CollCarAdv CR 5.00 5.00											
p 100111 English IA A 5.00 5.00						Credit Att: 30.00 Cmp: 30.00 TGPA: 4.60						San Jose City College											
p 203555 Pre Calculus H B+ 5.00 5.00						Grade 10 Summer Session 2021-2022						p CFLA10 Elem Vietnamese A 16.00 16.00											
p 401045 Biology A+ 5.00 5.00						San Jose City College						p CULENG Interpersonal Com A 10.00 10.00											
p 501145 French I A+ 5.00 5.00						p CULUSH History of the UnitA 10.00 10.00						Credit Att: 41.00 Cmp: 41.00 TGPA: 5.00											
600201 PE 9 P 5.00 5.00						Foothill-De Anza Community College						--WORK IN PROGRESS--											
p 601955 Orchestra A+ 5.00 5.00						p CULECO Principles of MacrA 10.00 10.00						Milpitas Middle College High											
Credit Att: 30.00 Cmp: 30.00 TGPA: 4.00						Credit Att: 20.00 Cmp: 20.00 TGPA: 5.00						p 100055 English IVH 5.00 0.00											
Grade 9 Spring Semester 2020-2021						Grade 11 Fall Semester 2022-2023						p 304054 Honors Economic 5.00 0.00											
Milpitas High						Milpitas High						p 603185 Univ Studies 5.00 0.00											
p 100111 English IA A 5.00 5.00						p 100053 English III H A 5.00 5.00						p 705045 CollCarAdv 5.00 0.00											
p 203555 Pre Calculus H B+ 5.00 5.00						p 204565 AP Statistics A 5.00 5.00						Total Credit: 20.00											
p 401045 Biology A+ 5.00 5.00						p 306865 AP Psychology A 5.00 5.00																	
p 501145 French I A+ 5.00 5.00						p 401065 AP Biology A 5.00 5.00																	
600201 PE 9 P 5.00 5.00						p 501345 French III A+ 5.00 5.00																	
p 601955 Orchestra A+ 5.00 5.00						p 601955 Orchestra A+ 5.00 5.00																	
Credit Att: 30.00 Cmp: 30.00 TGPA: 4.00						Credit Att: 30.00 Cmp: 30.00 TGPA: 4.67																	
Grade 10 Fall Semester 2021-2022						Grade 11 Spring Semester 2022-2023																	
Milpitas High						Milpitas High																	
p 100112 English IIA A 5.00 5.00						p 100053 English III H A+ 5.00 5.00																	
						p 204565 AP Statistics A 5.00 5.00																	
Course Tags:						p = College Prep r = Repeated																	
Weighted						Date Event Hours						CREDIT SUMMARY											
Acad GPA (9-12) 4.61						05/24 State Seal of Bilitery						Subject Area Credit Req'd Compl Needed											
Acad GPA (10-12) 4.78						10/23 Community Service 422.75						English 40.00 40.00 -											
Total GPA (9-12) 4.60						Community Service 422.75						Mathematics 30.00 30.00 -											
Credit Attempted: 257.00												Science 20.00 20.00 -											
Credit Completed: 257.00												Physical Science - - -											
												Life Science - - -											
												CultHist/SSElec 5.00 5.00 -											
												World History 10.00 10.00 -											
												US History 10.00 10.00 -											
												American Government 5.00 5.00 -											
												Economics 5.00 5.00 -											
												Physical Ed 20.00 20.00 -											
												Fine Arts 10.00 10.00 -											
												World Languages - - -											
												Elective 65.00 102.00 -											
												* TOTALS * 220.00 257.00 -											
District Enter: 8/29/2011												Algebra 1 Requirement Met											
School Enter: 6/16/2023												Career Pathway Requirement NOT Met											
Class of 2024																							
State ID# 2457832972																							

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From (Credit)		To (Debit)	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	100-3657	\$2,250	100-164-4205	\$2,250

Recommendation: Approve three Youth Advisory Commission Community Service Scholarships of \$750 each and authorize a budget appropriation of \$2,250 to the Recreation and Community Services Department operating budget.

BACKGROUND:

Each year, the Youth Advisory Commission awards service scholarships to deserving Milpitas resident youth who are Junior or Senior (outgoing) high school students. Scholarships of \$750 are approved and presented annually at a City Council Meeting. At the June 4, 2024 Youth Advisory Commission meeting, the Commission reviewed 2024 scholarship applications to make a recommendation to City Council on final scholarship awards.

ANALYSIS:

At the June 4, 2024, Youth Advisory Commission meeting, the Commission reviewed nine (9) 2024 scholarship applications.

The Commission reviewed eligible applications on their ability to demonstrate:

- A history of community service beyond any school requirements.
- Exemplary leadership and be a role model in his/her community.
- Completion of the scholarship questionnaire, consisting of one short essay question.
- Possession a minimum 2.5 accumulative, weighted GPA; transcript is required.
- One (1) letter of recommendation, including contact information, from a teacher, counselor, or organization leader.

Youth Advisory Commission members are not eligible for this scholarship.

After careful deliberation and discussion, the Commission voted to recommend three (3) Scholarships to Marilyn Do, Jaina Gandhi, and Dipanjot Kaur for City Council final approval.

FISCAL IMPACT:

This item requires a budget appropriation of \$2,250 from the Youth Holding Account into the Recreation and Community Services operating budget. The Youth Holding Account balance is \$17,436.85, which includes monies derived from donations, grants, and fundraisers hosted by the Youth Advisory Commission. If these scholarships are approved by the City Council, then \$15,186.85 would remain in the holding account.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

RECOMMENDATION:

Approve three (3) Youth Advisory Commission Community Service Scholarships of \$750 each to 1) Marilyn Do, Jaina Gandhi, and Dipanjot Kaur, and authorize a budget appropriation of \$2,250 from the Youth Holding Account into the Recreation and Community Services Department operating budget.

ATTACHMENTS:

- 1) Youth Advisory Commission Scholarship Recommended Applications
- 2) Budget Change Form

☐ Check if City Council Approval required.

Meeting: August 13, 2024

Requested by:	Department Head: Renee Lorentzen	Date: August 13, 2024
Reviewed by:	Finance Director: Luz Cofresí-Howe	Date: August 13, 2024
Approved by:	City Manager: Ned Thomas	Date: August 13, 2024
Date approved by City Council, if required:		Confirmed by:

FI/24786/V

Form 30-222 (Rev. 1/92)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve a Milpitas StoryWalk Initiative Installation at Murphy Park and Authorize the City Manager to Execute the Memorandum of Understanding with Santa Clara County Library District for the Initiative Partnership (Staff Contact: Reneé Lorentzen, Recreation and Community Services Director, 408-586-3409)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/13/2024
Recommendation:	Approve a Milpitas StoryWalk Initiative Installation at Murphy Park at no cost to the City and Authorize the City Manager to Execute a Memorandum of Understanding, approved as to form by the City Attorney, with Santa Clara County Library District for the Initiative Partnership.

BACKGROUND:

On November 6, 2023, the Parks, Recreation, and Cultural Resources Commission (PRCRC) received a presentation from the Milpitas Library on a request to consider establishing a partnership for a StoryWalk in Murphy Park. The Santa Clara County Library District (SCCLD) StoryWalk initiative pairs reading with an outdoor activity to promote literacy, movement, exercise, and family engagement. Individual SCCLD library branches are working with cities throughout Santa Clara County (SCC) to develop library, city and community partnerships. The PRCRC voted unanimously to recommend final approval by the City Council to approve a partnership with the SCCLD to install a StoryWalk site in Milpitas.

ANALYSIS:

On November 6, 2023, the Parks, Recreation, and Cultural Resources Commission received a presentation from the Milpitas Library Head Librarian on establishing a partnership between the Milpitas Library and the City of Milpitas for a StoryWalk in Murphy Park. The goals of StoryWalk are:

- Developing library, City, and community partnerships;
- Promoting physical activity and healthy lifestyles;
- Promoting early literacy and language acquisition;
- Encouraging families to engage in literacy and exercise together; family members play a vital role in helping children develop a joy of learning;
- Providing opportunities for families to build values, traditions, and make memories; and
- Providing opportunities for children to learn new words, describe things and events, and learn how to follow a story in sequence.

Stories

The StoryWalk program takes pages from a children's book and attaches them to signs which are installed along a park pathway. Stories are carefully selected by Library staff but are informed by the communities in which the StoryWalk is being held. For example, Milpitas' StoryWalk stories would reflect the rich diversity of its residents. The StoryWalks are designed to be visually engaging and may include illustrations, puzzles, and questions to stimulate children's curiosity. As families and children walk along the story path, they will encounter different pages of a story. To keep the experience fresh and exciting, the stories would be updated and changed multiple times throughout the year, providing new enjoyment with each visit. This not only encourages repeat visits to the park but also supports a rotating collection of literature that can introduce children to a variety of genres, authors, and cultural stories.

StoryWalk can serve as a venue for small community events, such as story time sessions, book-themed scavenger hunts, and literacy-related workshops. It can also involve local schools and community groups, fostering a sense of community and shared purpose in promoting reading and outdoor activity.

Locations and Displays

Ideal locations for a StoryWalk installation have features and amenities such as:

- City parks with high visitation by young families
- Pathways from a main parking lot or main entrance to and through well-used paths
- Pathways that lead to and/or pass by the playground
- Enough linear pathway feet to 17 frames within line of sight from one to the next
- StoryWalk would be between one-third to one-half mile long and approximately 100 feet between each sign

Milpitas Library staff visited several Milpitas Parks and suggested Murphy Park as the ideal park for a StoryWalk. The StoryWalk displays are designed for 18 inch high x 24 inch wide story pages with a 45-Degree angled display. Display frames and posts are powder-coated aluminum and are 28 to 32 inches from grade. Two sheets of acrylic protect the laminated story pages from the elements.

Partnership Roles

SCCLD Foundation	SCCLD	City of Milpitas
• Funds display hardware and installation for one StoryWalk in each SCC city	• Initiates collaborative installation with city	• Provides a public park for StoryWalk installation
• Work with funding partners for continued support	• Owns, funds and conducts regular maintenance of each display	• Collaborates with the SCCLD on the StoryWalk displays
	• Manages new story installations 3 times per year	

Current Efforts and Next Steps

There are currently temporary StoryWalk installations in Cupertino, Los Altos and Morgan Hill. A permanent installation opened in Morgan Hill in June 2024 and permanent installations are upcoming in the cities of Saratoga and Campbell.

Should the City Council approve moving forward with a StoryWalk in Milpitas, City staff would execute a Memorandum of Understanding (MOU) with the SCCLD to clarify roles and responsibilities for both the installation of a StoryWalk installation and ongoing maintenance.

POLICY ALTERNATIVE(S):

Alternative: Do not approve a StoryWalk in Murphy Park and Approve the MOU to collaborate with the Santa Clara County Library District

Pros: City staff could focus on already planned projects and tasks.

Cons: Milpitas residents would not receive a beneficial enhancement to the Milpitas park system.

Reason Not Recommended: StoryWalk would be an enhancement to the Milpitas park system and support literacy within the community.

Fiscal Impact:

None. There are no initial or ongoing costs associated with this item.

California Environmental Quality Act:

The project has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378.

Recommendation(s):

Approve a Milpitas StoryWalk Initiative Installation at Murphy Park at no cost to the City and Authorize the City Manager to Execute a Memorandum of Understanding, approved as to form by the City Attorney, with Santa Clara County Library District for the Initiative Partnership

Attachment(s):

- (a) PRCRC November 6, 2023, Meeting Minutes
- (b) SCCLD StoryWalk Initiative Presentation



StoryWalk® Initiative





At Santa Clara County Library District, YOU: **BELONG. CONNECT. DISCOVER.**

Priorities

WELCOME

We welcome all, providing inclusive and compassionate library service throughout the district.

LISTEN

We listen, valuing the voices of our patrons, our communities, and our partners.

INSPIRE

We inspire, building the foundations of literacy with our community.

INNOVATE

We innovate, fostering a culture of curiosity and opportunity.



STRATEGIC PLAN 2023-2028 GOALS



WELCOME

Use innovative service models to connect community members with the library

LISTEN

Value the voices of our patrons, our communities, and our partners.

INSPIRE

Build the foundations of literacy with our community.

Create a comprehensive Districtwide literacy program plan

INNOVATE

Foster a culture of curiosity and opportunity.





WHAT IS A STORYWALK®

StoryWalk® pairs reading with an outdoor activity to promote literacy, movement, exercise, and family engagement.

A StoryWalk® takes pages from a children's book and attaches them to signs which are installed along an outdoor path.



WHY STORYWALK®



- Developing library, city, and community partnerships.
- Promoting physical activity and healthy lifestyles
- Promoting early literacy & language acquisition
- Encouraging families to engage in literacy and exercise together
- Family members play a vital role in helping children develop a joy of learning. StoryWalks provide an opportunity for families to build values, traditions, and make memories.
- An opportunity for children to learn new words, describe things and events, and learn how to follow a story in sequence.





SCCLD STORYWALK INSTALLATIONS

Temporary installations at Campbell, Cupertino, Los Altos, Milpitas and Morgan Hill Libraries.

Permanent installation opened in Morgan Hill – June 2024. Upcoming installations in Saratoga and Campbell.



SCCLD PLANNED FRAMES

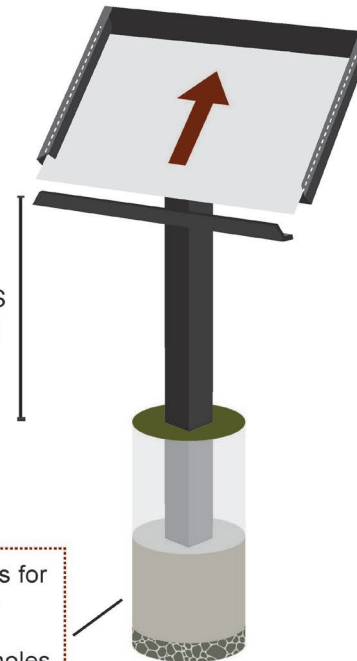


StoryWalk® Solutions

ALUMINUM FRAME with ALUMINUM POST-ANGLED

- Designed for an 18"H x 24"W page, with a viewable area of 17"H x 23"W
- 45 Degree display angle
- Standard post length of 60" for in-ground installation
 - Longer post lengths available
 - Surface mount aluminum posts available
- Removable bottom rail for easy page insertion
- Two sheets of acrylic protect the laminated page
- 3 Year Warranty on the powder-coated aluminum frame and post.
- Made in the USA

SIGN PANEL MOUNTS
28-32" FROM GRADE



Prepare footing depth per recommendations for your geographic region. Ensure that post is plumb and level while back-filling with appropriate materials. The pre-drilled thru holes at post-end allows for insertion of 1/2" diameter x 8" long piece of rebar for added security.



Future Plans

- Installation of permanent StoryWalk® signage
- Generously funded by the Santa Clara County Library District Foundation.

SCCLD Foundation Role	SCCLD Role	City Role
• Fund hardware & installation for one StoryWalk in each city • Work with funding partners	• Collaborative installation with city • Ongoing maintenance of the signage • Regular rotation of new stories 3x/year	• Providing a public space for story installation • Collaborative installation with the library district



POTENTIAL STORIES - CURIOUS CITY



IDEAL LOCATION FOR INSTALLATION





QUESTIONS?



At Santa Clara County Library District, YOU:
BELONG. CONNECT. DISCOVER.





CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Conduct a Public Hearing, Adopt Resolutions Approving a Site Development Permit, Conditional Use Permit, and Environmental Assessment, and Introduce an Ordinance Establishing a Development Agreement to Allow the Development of a New Private Middle/High School at 1323 Great Mall Drive (Staff Contact: Jay Lee, Planning Director, 408-586-3077)
Category:	Public Hearings-Community Development
Meeting Date:	8/13/2024
Recommendation:	(1) Conduct a public hearing; (2) Consider Initial Study/Mitigated Negative Declaration pursuant to CEQA Guidelines Section 15064 and Public Resources Code Sections 21080(d) and 21082.2(d); (3) City Attorney shall read aloud title of the Ordinance; (4) Move to waive the first reading beyond the title and introduce Ordinance 38.856 approving a Development Agreement between the City of Milpitas and Store Master Funding IV, LLC; (5) Adopt a resolution to approve Conditional Use Permit No. UP23-0008, including Exhibit 1 to the resolution: Conditions of Approval; and (6) Adopt a resolution to approve Site Development Permit No. SD23-0012, including Exhibit 1 to the resolution: Conditions of Approval and Environmental Assessment No. EA24-0001, to approve an Initial Study/Mitigated Negative Declaration pursuant to CEQA Guidelines Section 15064 and Public Resources Code Sections 21080(d) and 21082.2(d), including Exhibit 2 to the resolution: Mitigation Monitoring and Reporting Program (MMRP).

BACKGROUND:

The City of Milpitas received an application from Jeremy Theodore of Inhabit Design (Applicant) requesting a Conditional Use Permit, Site Development Permit, Environmental Assessment, and Development Agreement to operate a new private middle/high school (Stratford Preparatory School) in an existing 51,740 square-foot, two-story office building, and develop a new 7,883 square-foot, 35-foot tall gymnasium building and other site improvements on a 3.0 acre lot located at 1323 Great Mall Drive, Milpitas, CA 95035 (Project).

The proposed school would serve up to 500 students and include 41 classrooms (general/biochemistry/art/physical engineering), eight offices, four media common rooms, a library, and a theater. The proposed Project also includes exterior alterations to the building façade, including a new 7,883 square-foot gymnasium, an outdoor play area, and various site improvements. The site improvements include a new trash enclosure and a 14,695 square-foot artificial turf playfield to the west of the new gymnasium building.

The proposed Project requires three entitlements, as follows:

- Site Development Permit No. SD23-0012: To allow the development of a new 7,883 square-foot gymnasium, up to 35 feet in height, and associated site improvements on a 3-acre parcel; and
- Conditional Use Permit No. UP23-0008: To allow the operation of a private middle/high school within an existing building; and
- Development Agreement No. DA24-0001: To provide certainty as to what development standards apply to this project.

The City prepared Environmental Assessment No. EA24-0001 and an Initial Study/Mitigated Negative Declaration (IS/MND) with the associated traffic analysis in accordance with CEQA to determine the potential impacts on the environment and establish CEQA compliance.

On June 26, 2024, the Planning Commission voted (5-0-2) recommending the City Council certify the Initial Study/Mitigated Negative Declaration (IS/MND) and approve the Project, subject to the findings and Conditions of Approval. The Planning Commission received public comment and voted to approve the proposed project with the following recommendation: that the City Council consider the studies/reports provided by the Applicant and the Milpitas Unified School District (MUSD) regarding the impact of the development on the existing public school system in evaluating the Project.

Staff has found that the required entitlements generally comply with the policies, standards, and processes outlined in the City of Milpitas 2040 General Plan, the Milpitas Metro Specific Plan (MMSP), the Zoning Ordinance, and other provisions of the Milpitas Municipal Code (MMC).

ANALYSIS:

This section will evaluate elements of the proposed Project for conformance with the Milpitas 2040 General Plan, the Milpitas Metro Specific Plan (MMSP), the Zoning Ordinance, and other provisions of the Milpitas Municipal Code.

General Plan Conformance

The General Plan designation for the Project site is the Milpitas Metro Specific Plan (MMSP). The designation is intended to create a framework for a walkable, transit-oriented area with a mix of land uses, which encourages walking, biking, and transit trips, minimizes vehicle trips, and reduces vehicle miles traveled (VMT).

The Project is consistent with the applicable policies and standards in the City General Plan, as outlined in Table 1.

Table 1: General Plan Consistency

Policy	Conformance
<i>LU 1-1: Support a full spectrum of conveniently located residential, commercial, public, and quasi-public uses that support and enhance business development, regional transportation objectives and promote the livability of residential neighborhoods.</i>	Consistent: The Project is located within the incorporated limits of the City of Milpitas and further completes the urban fabric without requiring the expansion of services to unincorporated areas. It contributes additional educational opportunities for residents and will also enhance the City's business reputation by providing the first private high school in the city.
<i>LU 1-6: Ensure adequate school sites by allowing new schools to be located in a variety of compatible land use designations, including residential, commercial, public facilities, and mixed-use designations.</i>	Consistent: The Project is consistent with this policy, as it is located adjacent to the Great Mall, a hotel, several high-density residential neighborhoods, and a mass transit center in a city-planned mixed-use area.
<i>LU 7-4: Support the adaptive reuse, renovation, or redevelopment of aging enters or commercial uses that are no longer viable due to changing market conditions, demographics, or retail trends into areas that support mixed use opportunities.</i>	Consistent: The existing commercial building has been vacant for years, including during the duration of the TASP, and the Project proposes investing at least 20 million dollars to renovate and redevelop the site to support the City's mixed-use objectives for the area.

MMSP Conformance

The MMSP land use designation for the Project is Business Park Research & Development (R&D), Limited Residential (BPRD-R). This designation supports office, R&D, office-supportive commercial retail, hotels, and limited residential uses. As demonstrated in Table 2, the Project is consistent with the applicable MMSP land use policies.

Table 2: MMSP Consistency

Policy	Conformance
<i>M 6.2. Safe Routes to School. Work with Safe Routes to School programs to encourage children to walk or bike to school.</i>	Consistent: The City engineering staff has reviewed the Project to ensure that the Project will establish safe walking routes to this new high school location and the existing elementary school to the south.
<i>ICS 3.7. Require, where reasonable and feasible, that commercial uses, schools, and non-residential mixed-use developments include dual plumbing to enable indoor recycled water use for nonpotable uses to the extent feasible.</i>	Consistent: The Project proposes a recycled water line connection from Falcon Drive to the subject site, which is in conformance with this requirement.
<i>CB 7. Citywide Sustainability Policies. The Milpitas Metro Plan Area is a center of development and change in Milpitas and will serve as an example for the implementation of sustainable building practices in the city. Additional sustainability policies are located in the City of Milpitas Climate Action Plan.</i>	Consistent: The Project will ensure that all buildings on-site are certified Silver, Leadership in Energy and Environmental Design (LEED), and ensure compliance with the CAL Green Code. LEED certification is a globally recognized symbol of sustainability achievement and leadership.

However, the vision for the MMSP was for a more urban environment with a higher FAR and reduced setbacks. The intention was to allow for educational uses that are integrated with and support office and R&D. As such, the Project is not consistent with three development standards within the MMSP: Floor Area Ratio (FAR), front yard, and street-side setback. Where the Project does not comply with development standards, the Development Agreement (DA) will address and mitigate it. This is further discussed in the next section.

Zoning Conformance

At the time of the Planning Commission hearing, the zoning designation was General Commercial with Transit Oriented Development Overlay (C2-TOD).

As of July 18, 2024, the zoning district is Business Park Research & Development. The purpose of the BPRD District is to designate specific areas of the city as important employment centers, especially for jobs in the high-tech industry. The BPRD zone is intended to accommodate business parks, high-intensity office buildings, advanced manufacturing, and other light industrial uses, and to enable the integration and growth of research and development, office, warehouse, and light manufacturing uses on consolidated sites with supportive, ancillary uses such as restaurants, health/fitness centers, limited retail, and childcare facilities. Limited Residential (BPRD-R).

Since the Planning Commission reviewed the Project under the previous zoning designation of C2-TOD, the Project was analyzed for conformance with the C2-TOD development standards, which were in effect at the time the Planning Commission made its recommendation to City Council. The Project, as proposed, with the approval of a Development Agreement (DA), meets the development standards of the General Commercial with Transit-Oriented Development Overlay (C2-TOD) zoning district.

As demonstrated in Table 3, the Project is consistent with most of the applicable development standards for the MMSP Business Park Research & Development, Limited Residential (BPRD-R). Where the Project does not comply with development standards, the DA will address and mitigate it.

Table 3: Summary of MMSP Development Standards

Development Standard	Required	Proposed	Complies?
Density	Mixed-use: 1.0-5.0 FAR; minimum of 1.0 FAR of office or R&D	51,740 (existing) + 7,883 (new) = 59,623 sf Lot area = 130,680 SF Proposed FAR: 0.46	No, this will be addressed with the DA
Building Height, maximum	275 feet or 18 stories	35 feet	Yes
Front Yard Setback	10 feet min, 20 feet max from the back of the sidewalk	96 feet	No, this will be addressed with the DA
Side Yard Setback (street side), minimum	10 feet min, 15 feet max	120 feet	No, this will be addressed with the DA
Side Yard Setback (Interior) Minimum	10 feet	20 feet	Yes
Rear Yard Setback, Minimum	10 feet	16 feet	Yes
Vehicular Parking Requirements	Non-residential (non-industrial) 1 space per 1,500 square feet (Minimum Requirement) Maximum Requirement 1 space per 1,000 square feet $74,318 \text{ sf} / 1,000 = 74$	74	Yes
Table 4-2. Bicycle Parking Requirements	Short-Term Parking Requirement 1 space per 20,000 square feet $59,623 \text{ sf} / 20,000 = 3 \times 1 = 3$	96	Yes

Development Agreement

A Development Agreement (DA) is needed to provide certainty regarding the applicable development standards. The California Legislature adopted the Development Agreement Statute (Section 65864 et seq. of the Government Code) to strengthen public planning, encourage private participation, and reduce development risks. This statute allows cities to enter binding agreements with property owners, establishing certainty as to the development standards and right for a particular project and thereby encouraging investment and

redevelopment. On May 6, 1997, the City Council adopted Resolution No. 6642, which sets forth comprehensive procedures and requirements for the institution of development agreements.

The Project is eligible for a Development Agreement because the opening and pre-enrollment of a school requires significant front-end investment, and otherwise requires long-term certainty on the part of the Applicant, at least for the five-year term of the currently proposed DA.

Through the proposed Agreement, the landowner and City would preserve the FAR and side and front setbacks previously allowed for the subject property under the TASP, and thereby allow for the beneficial reuse of an existing building developed under previous standards with additional construction and improvements only allowable through the benefit of this DA.

In consideration, the landowner shall provide the following offsetting public benefits to the City:

1. Payment of One Million Dollars (\$1,000,000) as a voluntary contribution to the City and community benefit to fund City services and infrastructure improvements at the discretion of the Council, payable at the time of issuance of final occupancy;
2. Design and construction of all-electric building with no natural gas infrastructure in furtherance of the City's Climate Action goals

The proposed DA therefore allows redevelopment of a site long underutilized, including during the entirety of the TASP, subject generally to existing standards and select recently revised TASP standards so that the existing structure and site configuration can be beneficially reused. The proposed DA will hold these standards open for a period of five (5) years, should further redevelopment of the site be sought during this period. If changes are proposed that would expand the building footprint or increase student capacity over 500 students, the Project would need to be re-entitled in conformity with then current development standards.

Other Project Details

Specific information regarding Project details is provided below to aid the City Council in making its recommendation:

Site and Architectural Design

The Project scope includes several site improvements, exterior façade upgrades, a new 7,883-square-foot, 35-foot-tall gymnasium located west of the existing building, and a 14,695-square-foot artificial turf playfield to the west of the new gymnasium building. In support of alternative transportation, 96 bike parking spaces are also located on the site's south edge. The existing building will receive light exterior cosmetic refinishing, including off-white paint on the concrete surfaces, painted metal panel accents at each entry canopy in Stratford's blue branding colors, and new signage. The sitework will also provide the appropriate parking and drop-off spaces, accessible pathways, and connections between buildings and outdoor play areas, as shown in Attachment C. The Project would preserve the remaining 66 parking spaces along the northern and eastern portions of the Project site and construct eight new parking spaces, resulting in a total of 74 parking spaces. Of these spaces, four of them would be accessible to disabled persons, and four of them would include electric vehicle charging capabilities.

The architectural modifications to the existing and new building will create continuity throughout the site. The design includes varying facades, colors, and materials to create a dynamic building that will distinguish the structure in the MMSP area. The exterior color of both buildings would be a variety of dark blue, red, light beige, and off-white. Exterior materials for both buildings would include concrete, grey brick, and spandrel glass, as depicted in Image 1.

Additionally, metal fences would encompass the Project site.

Image 1
Rendering



Image 2
Elevation

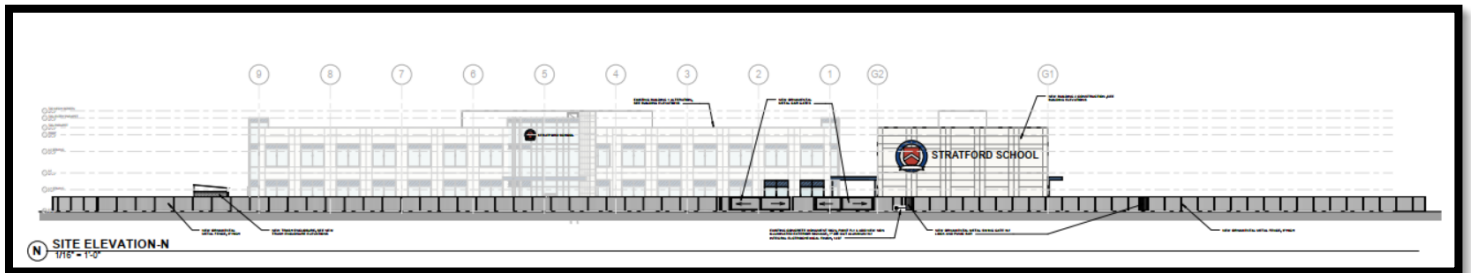


Image 2
Color Pallet

COLORS	
	P-1 STRATFORD OFF-WHITE
	P-2 STRATFORD LIGHT BEIGE
	P-3 STRATFORD BLUE
	P-4 STRATFORD RED
	P-5 LIGHT GRAY
	P-6 BLACK
	P-7 EXISTING SPANDREL GLASS

Climate Action Plan

The City of Milpitas Climate Action Plan (CAP) was adopted in 2013, updated in 2022, and includes Greenhouse Gas (GHG) reduction goals, policies, and actions for new and existing development projects. The Project would incorporate green building measures in compliance with CAL Green standard building measures for the building and Title 24 requirements to reduce energy usage. As discussed in Section 6, Energy, of the Initial Study/Mitigated Negative Declaration (IS/MND), the Project would ensure that all buildings-on-site would

be Leadership in Energy and Environmental Design (LEED) Silver certified, in compliance with the CAL Green Code. LEED certification is a globally recognized symbol of sustainability achievement and leadership. The LEED framework informs all building types, including new construction, interiors, operations and maintenance, and core and shell.

Landscaping & Open Space Design

The landscape design includes a combination of the existing landscaping and the new landscaping. The Project would remove approximately 35 non-ordinance sized trees. However, the Project would preserve 56 on-site trees that are in fair to good health and six new trees will be planted on-site. According to the Project's preliminary landscape plan, there are no existing trees on-site with a trunk circumference greater than 37 inches. Additionally, various shrubs will be planted across the project site as shown on the Landscape Plan, Sheet L-1.0 in the Project Plans.

Grading

The proposed Project would result in the demolition of paving and landscaping on the subject site. Minimal grading is required to prepare the site for the new building pad.

Utilities

The Project site is in an urban area and is currently served by existing utilities, including water, sanitary sewer, storm drainage, electricity, and telecommunications infrastructure. The MMSP police ICS 3.7. Requires, where reasonable and feasible, that commercial uses, schools, and non-residential mixed-use developments include dual plumbing to enable indoor recycled water use for non-potable uses to the extent feasible. The Project proposes a recycled water line connection from Falcon Drive to the subject site, which is in conformance with this requirement. All public utilities will be provided to the Project site.

Safety and Security

The Milpitas Police Department reviewed the Project and prescribed several measures to ensure the safety and security of the overall site and its occupants. All have been included in the Resolution as Project conditions of approval. For example, the outdoor play area is fenced off, separating it from the parking lot and Great Mall Parkway. As conditioned, the security camera will cover the outdoor play areas. Other conditions address high-definition video surveillance, adequate exterior lighting, posted exterior site signage to discourage trespassing and loitering, and filing emergency contact information with the Police Department.

Floor Plan and Operations

The existing building will be remodeled to accommodate the school's interior organization of classrooms and amenities. The first-floor plan includes the construction of six general classrooms, a multi-purpose hall with an attached stage, the staff lounge, offices, a conference room, a teacher's workroom, a library, a music classroom, various restroom facilities, a kitchen, locker rooms, gym storage, and an entry lobby. The second floor has ten classrooms: one computer science, two physics/engineering, three art, four bio/chem, two media commons, and various restroom facilities.

The private elementary school serves up to 500 students, comprised of 6th through 12th graders. The school's operating hours will be Monday to Friday, 7:00 am to 6:00 pm, with the campus opening at 7:00 am, staff arriving at 7:00-7:30 am, students arriving at 7:30-8:00 am, classes beginning at 8:00 am, classes ending at 3:30 pm, students departing 3:30-4:00 pm, most staff departing 4:00- 4:30 pm, and extracurricular activities continuing in smaller numbers from 3:30 pm-6:00 pm and smaller quantities of students and staff leaving by that time.

The school will hold occasional evening and weekend events such as basketball, volleyball, or other sports events, theater events, graduation events, and parent/teacher conferences, rarely exceeding 200 people but up to a maximum 500-person capacity, within the hours of 7:00 am-10:00 pm on weekdays and weekends.

Vehicle Miles Traveled Analysis

The City has adopted a new transportation analysis policy that specifies vehicle miles traveled as the new metric for evaluating transportation impacts, and therefore, a project's effect on automobile delay shall no longer constitute a significant impact. Because VMT is a relatively new method for measuring transportation impacts under CEQA, less data exists to estimate VMT than trip generation based on use and location. VMT is typically estimated using an area-wide travel demand model from a regional transportation agency that calculates VMT based on the number of vehicles multiplied by the typical distance traveled by each vehicle originating from or driving to a certain area.

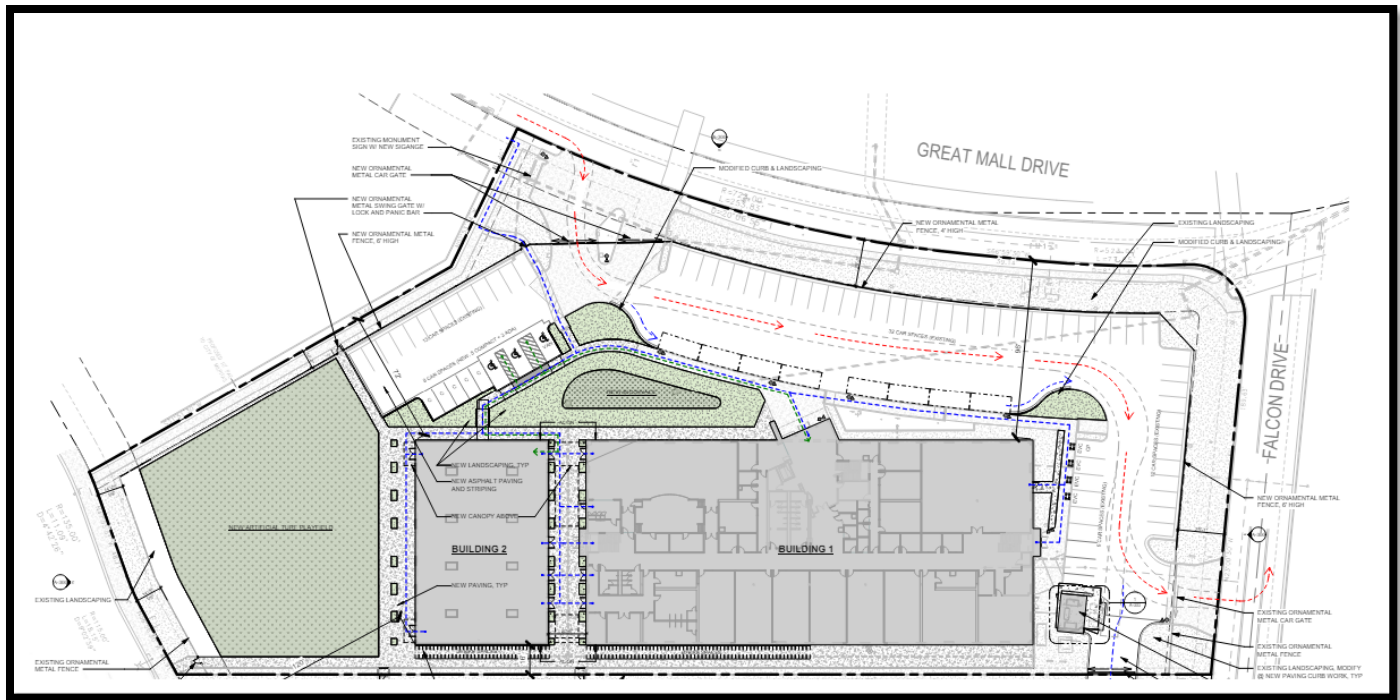
The City's adopted Transportation Analysis Policy (May 18, 2021) describes the VMT screening process. The proposed Project meets two criteria outlined in the City's VMT guidelines for project screening. First, the Project would constitute a local serving use, as it would primarily serve the surrounding residents, act as a feeder school for existing Stratford schools within the City, and is less than 100,000 square feet. This is consistent with a prior finding from the City that the Stratford School at 125 North Milpitas Boulevard was determined to be local serving. Second, the Project is consistent with the approved land use for the site identified in the MMSP, which includes educational uses and is cleared environmentally by the City's MMSP Supplemental Environmental Impact Report (SEIR). The transportation impacts of the MMSP have already been identified and mitigated to the extent feasible. The Project would require the implementation of a Traffic Demand Management (TDM) program and other fees adopted by the City. Therefore, given the City's screening criteria, prior findings regarding private school projects, and that the use of the site is already cleared environmentally, the Project's impacts on VMT are considered less than significant.

Access, Traffic and Circulation

A study was conducted in accordance with the requirements and methodologies set forth by the City of Milpitas, the Valley Transportation Authority (VTA), Caltrans, and the applicable provisions of CEQA. Based on the Project's design and the required transportation impact analysis guidelines, traffic operations would have no significant impacts according to established traffic engineering standards, and no off-site traffic or transportation mitigations would be required. Staff has determined that the site circulation's functionality would not cause safety or operational problems.

The Project site utilizes the two existing driveways along Great Mall Drive and Falcon Drive. Entrances to the Project site at both driveways would be gated. The site provides one-way vehicular circulation with an entrance lane from Great Mall Drive at the north end of the site and vehicular traffic exiting via the driveway along Falcon Drive. Image 2 demonstrates the planned vehicular queueing in red-dashed lines, which allows up to eight cars to queue within site. A public sidewalk runs along the north and east ends of the property and provides pedestrian access to the north and east sides of the school. The proposed six-foot-high ornamental metal fence surrounds the artificial turf play area, which prevents vehicles from entering or driving through the site from Great Mall Parkway, and protects the play area from the vehicular queueing in the parking lot. No vehicles can enter the site and queue from Falcon Drive. The Transportation Engineering Department reviewed the Project site plan, planned queueing, pickup, and drop-off plans, and determined that the Project will not have a traffic impact on a public street.

Image 2 **Circulation Plan**



Arrival and Departure Process

A school security guard will monitor the traffic flow to ensure safety and compliance with students' arrival and departure procedures. The school's protocol is to have staff with walkie-talkies at the site entry drive, entry gate, along the drop-off length, and at the exit gate, communicating with vehicles arriving or departing and ensuring each person is proceeding in the correct direction and in a timely fashion. The gates are then closed after the designated arrival and departure times, ensuring the security of the upper school campus and efficient traffic flow in the surrounding community. Additionally, a new gate would be provided for vehicles at the southeastern corner of the Project site as an egress to the existing Stratford School, south of the Project, for parents dropping off a high school and elementary student.

As a private school with a code of conduct, the school can manage student drivers. Students of driving age are only allowed to do so with an assigned parking pass after required passes for staff have been provided. Students are also required to sign a handbook confirming they will not park within the neighborhood; if they do, they will not be granted a parking pass. The proposed security cameras would ensure efficient traffic circulation and safeguarded site access.

Parking Requirement

The MMSP allows a significant decrease in parking, prescribing a maximum requirement of one space per 1,000 square feet for nonresidential uses. Therefore the existing building, plus the new gymnasium and artificial turf, is required to provide 74 off-street parking spaces ($74,318 \text{ sf} / 1,000 \text{ sf}$). The Applicant will preserve 66 parking spaces along the northern and eastern portions of the Project site, and construct eight new parking spaces, resulting in a total of 74 parking spaces, thus compliant with the maximum number of parking spaces allowed.

POLICY ALTERNATIVE(S):

Alternative 1: Deny the Project

Pros: Denying the Project would ensure strict adherence to the MMSP standards, preserving the intended urban environment and development standards, and prevent any potential negative impacts on the existing

public school system. Furthermore, denying the Project would avoid the potential environmental impacts associated with the Project, despite the mitigation measures that would be put into place to minimize impacts.

Cons: Denying the Project would eliminate the opportunity to provide additional private educational options for Milpitas residents and the potential economic benefits and community contributions offered by the Project, including the \$1,000,000 voluntary contribution. Additionally, denying the Project would potentially leave the long-vacant commercial building underutilized, missing an opportunity for redevelopment and community enhancement.

Reason for Not Recommending: The benefits of the Project, including educational opportunities, economic development, and environmental sustainability, are significant and would positively impact the surrounding neighborhood. The Development Agreement and mitigation measures also address the potentially negative economic and environmental impacts associated with the Project. Denying the Project would forgo these benefits without substantial justification.

FISCAL IMPACT:

The Project is subject to the following impact fees:

Public Art Fee - Per Milpitas Municipal Code Section XI-10-14, private developments must include publicly accessible works of art for placement on the development site or contribute a Public Art Program In-Lieu Contribution as a condition of project approval. The Applicant is seeking the payment of the In-Lieu fee, which is currently set at one-half of one percent of building development costs, which would result in a fee payment of \$100,000 based on the estimated building development costs of \$20,000,000.

Transit Area Specific Plan Development Impact Fee (TADIF) - The TADIF is currently \$32.75 per Commercial-square-foot. The exact TASP fee will be calculated once a temporary or final Certificate of Occupancy is ready for issuance. Based on approval for the development of a new 7,883-square-foot gymnasium, the estimated TADIF for this project is \$258,168.25. The City's annual budget process automatically adjusts this fee each fiscal year. The Applicant shall pay the fee before the issuance of a temporary or final Certificate of Occupancy.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

In accordance with the California Environmental Quality Act (CEQA), the City has prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed Project in accordance with CEQA Guidelines Section 15064, 15071, and 15370. On May 29, 2024, the City provided a Notice of Intent (NOI) to adopt a mitigated negative declaration to the public, responsible agencies, trustee agencies, and the County Clerk. The Draft IS/MND was available for public review and comment from May 29, 2023, through June 28, 2023. At the time of publishing this report, the City has received no public comment regarding the IS/MND.

RECOMMENDATION:

- (1) Conduct a public hearing and move to close the hearing following comments.
- (2) Consider Initial Study/Mitigated Negative Declaration pursuant to CEQA Guidelines Section 15064 and Public Resources Code Sections 21080(d) and 21082.2(d).
- (3) City Attorney shall read aloud title of the Ordinance.
- (4) Move to waive the first reading beyond the title and introduce an Ordinance
- (5) Adopt a resolution to approve Conditional Use Permit No. UP23-0008, including Exhibit 1 to the resolution: Conditions of Approval.
- (6) Adopt a resolution to approve Site Development Permit No. SD23-0012, including Exhibit 1 to the resolution: Conditions of Approval and Environmental Assessment No. EA24-0001, to approve an Initial Study/Mitigated Negative Declaration pursuant to CEQA Guidelines Section 15064 and Public Resources Code Sections 21080(d) and 21082.2(d), including Exhibit 2 to the resolution: Mitigation Monitoring and Reporting Program (MMRP).

ATTACHMENT(S):

- (a) Draft Ordinance, including Exhibit 1 to the Ordinance: Development Agreement DA24-0001
- (b) City Council Resolution to adopt Conditional Use Permit UP23-0008, including Exhibit 1 to the resolution: Conditions of Approval

- (c) City Council Resolution to adopt Site Development Permit No. SD23-0012, including Exhibit 1 to the resolution: Conditions of Approval and Environmental Assessment No. EA24-0001 to approve an Initial Study/Mitigated Negative Declaration, including Exhibit 2 to the Resolution: Mitigation Monitoring Reporting Program
- (d) Planning Commission Staff Report dated June 26, 2024
- (e) Planning Commission Resolutions No. 24-021 and No. 24-023
- (f) Planning Commission Comments Received from members of the public
- (g) Report from Stratford
- (h) Report from Milpitas Unified School Board
- (i) Project Plans
- (j) Initial Study Mitigated Negative Declaration (ISMND)

REGULAR

NUMBER: **XX.XXX**

TITLE: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS
APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
MILPITAS AND STORE MASTER FUNDING IV, LLC**

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, California (the “City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, on July 28, 2023, an application was submitted by Jeremy Theodore of Inhabit Design Inc. (“Applicant”) to allow the operation of a private high school in an existing 51,740 square-foot, two-story office building (“Project”). The Project site is on a 3-acre lot located at 1323 Great Mall Dr. Milpitas, CA 95035 (APN 086-024-046) and;

WHEREAS, the City and the applicant wish to memorialize the rights to development in the document entitled “Development Agreement By and Between the City of Milpitas and STORE MASTER FUNDING IV, LLC.” (hereinafter referred to herein as the “Development Agreement”), a draft of which is attached hereto as **Exhibit 1**; and

WHEREAS, the Planning Department completed an environmental impact assessment for the project in accordance with the California Environmental Quality Act (“CEQA”) and, based on this assessment, decided to prepare an Initial Study and Mitigated Negative Declaration (IS/MND) for the Project in accordance with CEQA, and State and local guidelines implementing CEQA.

WHEREAS, on June 26, 2024, the Planning Commission held a duly noticed public hearing, during which the Planning Commission, by the adoption of Resolution No. 24-023, recommended that the City Council approve SD23-0012, EA24-0001 and DA24-0001 and Resolution No. 24-023, recommending that the City Council approve UP23-0008 based on the findings and subject to the Conditions of Approval; and

WHEREAS, on _____, the City Council held a duly-noticed public hearing and considered the proposed Development Agreement for compliance with City of Milpitas Resolution No. 6642 and Government Code Section § 65864.

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

SECTION 1. RECORD AND BASIS FOR ACTION

The City Council has duly considered the full record before it, which may include but is not limited to the 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. FINDINGS

The City Council makes the following findings based on the evidence in the public record in support thereof:

- A. The City Council finds that the proposed project meets the requirements for development agreement eligibility specified in City Resolution No. 6642, including because the opening and pre-enrollment of the proposed private school requires significant front-end investment and otherwise requires long-term certainty on the part of the applicant, at least for the five year term of the currently proposed Agreement. The City Council finds that the public health, safety and general welfare of the citizens of the City will be best served by accepting this application.

- B. The City Council finds that the proposed Development Agreement is consistent with the City's General Plan and other applicable plans, policies, and regulations of the City currently in effect, is not detrimental to the health, safety, and general welfare of the citizens of the City, is entered into and constitutes an appropriate exercise of the City's police power, and is entered into in compliance with the applicable State law and City Resolution No. 6642, as amended.
- C. The City Council finds that the proposed Development Agreement complies with all the applicable procedural and eligibility requirements for the approval and execution of development agreements outlined in City of Milpitas Resolution No. 6442 and Government Code Section 65864. A valid application as submitted to the Planning Department by an applicant with proper legal standing. The proposed Development Agreement would eliminate uncertainty in land use planning and help ensure the orderly development of a Private High School in an appropriate zoning district and location. The proposed Development Agreement would also result in a project that would be significantly superior in terms of its overall effect on the environment and the community than would otherwise result without such a development agreement. The proposed Development Agreement would also be beneficial to the health, safety, and general welfare of the community.

SECTION 3. APPROVAL AND AUTHORIZATION

The City Council hereby approves and authorizes the City Manager or his or her designee to execute the Development Agreement between the City of Milpitas and Store Master Funding IV, LLC, attached hereto as **Exhibit 1**. Within ten (10) days of the effective date of this Ordinance, the City Clerk shall have the Development Agreement recorded with the Santa Clara County Recorder if it has not been so recorded by the applicant or otherwise prior to that date.

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

RECORDING REQUESTED BY

CITY OF MILPITAS
City Attorney's Office
455 East Calaveras Boulevard
Milpitas, CA 95035

WHEN RECORDED MAIL TO

CITY OF MILPITAS
City Attorney's Office
455 East Calaveras Boulevard
Milpitas, CA 95035

Record at No Fee per Government Code section 6103 [Space above this line for Recorder's use only]

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
STRATFORD SCHOOLS, INC. AND THE CITY OF MILPITAS**

Project name: Private Middle School and High School Project

THIS DEVELOPMENT AGREEMENT, dated for convenience _____, 2024, at Milpitas, California ("Agreement") is entered into by and between STORE Master Funding IV, LLC ("STORE"), the owner of the Property, and Stratford Schools, Inc., a California corporation ("Stratford"), the operator and developer of the Project under a long-term lease with the STORE (STORE and Stratford being referred to collectively herein as "Landowner") and the City of Milpitas, a general law city created and existing under the laws of the State of California (the "City"). This Agreement creates legal obligations pertaining to the Private Middle School and High School Project development as more particularly described below.

RECITALS

A. State Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 *et seq.* of the Government Code (the "Development Agreement Statute"), which authorizes the City to enter into a binding property development agreement with any person having a legal or equitable interest in real property for the development associated with such property in order to establish certain development rights in the property which is the subject of the development project application.

B. City Procedure and Requirements. The City has implemented the provisions of Government Code Section 65864 *et seq.* and adopted certain development agreement procedures and requirements through the enactment of Resolution No. 6642, adopted on May 6, 1997 (hereinafter referred to as the "Development Agreement Resolution"). The terms of the

Development Agreement Resolution supersede any inconsistent part of this Agreement.

C. Property. The subject of this Agreement is the development of that certain property located at 1323 Great Mall Drive in the city of Milpitas, California, County of Santa Clara, Assessor's Parcel Number APN 8624046 consisting of one parcel totaling approximately 3.00 acres. It is improved with a commercial office building of approximately 54,000 square feet, and an improved parking area with landscaping ("the Property"), described and shown on Exhibits A-1 and A-2 attached hereto and incorporated herein by reference. The Landowner either owns, or is the sole member of each of the entities that own, the Property in fee. Subject to the terms of Section 8.5 and Section 11.2 hereof, all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

D. Milpitas Metro Specific Plan. The subject Property is located within the area subject to the Milpitas Metro Specific Plan (the "MMSP"). The MMSP was originally adopted on February 7, 2023. Prior to that, the subject Property was located within the area subject to the Milpitas Transit Area Specific Plan ("TASP"), which the MMSP generally updated, expanded upon, and replaced. The TASP was adopted in 2008, and for the subject Property would have allowed development with a floor area ratio ("FAR") of .48 for this proposed use and would not have limited maximum side and front setbacks for this parcel.

E. Project. Landowner proposes to renovate the existing building and to construct a new building of approximately 8,200 square feet, to make related site improvements including parking, landscaping and space for outdoor activities, all for the operation of a private school on the site (the "Project"). The adopted MMSP allows for some educational uses, and the existing zoning allows such use in appropriate density with approval of a Conditional Use Permit and a Site Development Permit.

F. Environmental Review. The City examined the environmental effects of this Agreement and the Development Approvals (as defined in Recital M below) in an initial study that concluded that all environmental effects had been analyzed and will be mitigated pursuant to the Environmental Impact Report (the "EIR") prepared pursuant to the California Environmental Quality Act (CEQA) for the MMSP and a Mitigated Negative Declaration ("MND") prepared specifically for this Project. The MND has not been approved.

G. Purposes. The Landowner and City desire to enter into an agreement for the purpose of implementing the plan for development of the Project as set forth herein, and in the Specific Plan and Development Approvals. The City has determined that the development of the Project pursuant to the MMSP is a development for which a development agreement is appropriate. A development agreement will provide certain benefits to the City, as described in Article 2, will eliminate uncertainty in the City's land use planning, will provide orderly development of the Property in accordance with the policies and goals set forth in the City's General Plan and MMSP, and will otherwise achieve the goals and purposes of the Development Agreement Resolution. The Landowner has incurred and will incur substantial costs in order to comply with the conditions of approval and to assure development of the Property in accordance with this Agreement. Through this Agreement, the Landowner and City intend to preserve the Floor Area Ratio ("FAR") and absence of maximum side and front setbacks previously allowed for the subject Property under the

TASP and thereby allow for the beneficial reuse of an existing building developed under previous standards with additional construction and improvements only allowable through the benefit of this Agreement.. In order to effectuate these purposes, the Parties desire to enter into this Agreement.

H. Relationship of City and Landowner. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that the Landowner is an independent entity and not an agent or partner of City. City and Landowner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Landowner joint venturers or partners.

I. Planning Commission Recommendations of Approval. The application for approval of this Agreement and the appropriate California Environmental Quality Act (Public Resource Code Section 21000 *et seq.*; “CEQA”) documentation required for approval of this Agreement, were considered by the Planning Commission, on _____, 2024. After conducting a duly noticed public hearing, the Commission recommended the adoption of this Agreement to the City Council.

J. Development Agreement Adoption. After conducting a duly noticed public hearing and making the requisite findings, the City Council approved and introduced this Agreement by the first reading of Ordinance No. ____ (the “Enacting Ordinance”) on _____, 2024. On _____, 2024, the City Council adopted this Agreement by the second reading of Ordinance No. ____ (the “Adoption Date”), and authorized its execution.

K. Consistency with Milpitas General Plan and MMSP. Development of the Property in accordance with this Agreement will provide for orderly growth and development in accordance with the policies set forth in the City General Plan, the MMSP, and the Development Approvals as further described in Paragraph M, below. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City Council finds and declares that this Agreement is consistent with the MMSP, or as allowed herein the TASP, the General Plan of the City, and with the Development Approvals, except where explicitly modified. This Agreement satisfies the requirements of Government Code Section 65867.5.

L. Project Entitlements; Development Approvals. The following approvals, entitlements, and findings have been adopted by the City with respect to the Property, and constitute the Project Entitlements:

a. The Environmental Impact Report for the MMSP (SCH #2006032091) (comprised of the Draft Environmental Impact Report and the Final Environmental Impact Reports, collectively the “FEIR”), the written findings and a Mitigation Monitoring and Reporting Program adopted on February 7, 2023.

b. The MND prepared for this Project.

c. The MMSP adopted on February 7, 2023.

d. This Agreement.

e. The Conditional Use Permit and Site Development Permit (File Numbers P-UP23-0008 and P-SD23-0012, respectively) for the Project, to be considered concurrently with this Agreement. The Conditional Use Permit and Site Development Permit constitute the Development Approvals as of the time of their approval; as used herein, the term “Development Approvals” also includes any Subsequent Approvals as defined in Section 1.2.7 below.

f. Approved Interior Demolition Permit B-DM23-0039.

M. Development Agreement Resolution. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Resolution.

NOW THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5 and the Development Agreement Resolution and in consideration of the mutual covenants and promises contained herein, the adequacy and sufficiency of which is hereby acknowledged, the Landowner and the City, each individually referred to as a Party and collectively referred to as the Parties, agree as follows.

ARTICLE 1

RECITALS, DEFINITIONS AND DATES

1.1 Incorporation of Recitals. The Preamble, the Recitals and all the defined terms set forth in both, are hereby incorporated into this Agreement as if set forth herein in full.

1.2 Definitions. In addition to the defined terms in the Preamble and the Recitals, each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement

1.2.1 Applicable Laws. The laws and Constitution of the State of California, the laws and Constitution of the United States and any codes, statutes or executive mandates in any court decision, state or federal, thereunder.

1.2.2 Assignee. Any person, business entity, association, organization or other similar entity succeeding to some or all of Landowners’ rights and obligations under this Agreement by sale, transfer, or otherwise, including, but not limited to, purchasers, mortgagees, or long term ground lessees of individual lots, parcels, or of any of the buildings located within the Property.

1.2.3 City Laws. The ordinances, resolutions, codes, rules, regulations and official policies of the City, governing the permitted uses of land, density, design, improvements and construction standards and specifications applicable to the development of the Property, all as of the Effective Date hereof. Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, the MMSP, the City's Zoning

Ordinance, and the City's Subdivision Ordinance.

1.2.4 Conditions. All conditions, exactions, fees or payments, dedication or reservation requirements, obligations for on or off-site improvements, services or other conditions of approval called for in connection with the development of or construction on the Property under City Laws, whether such conditions of approval constitute public improvements, or mitigation measures in connection with environmental review of any aspect of the Project.

1.2.5 Director. The Director of the Planning Department.

1.2.6 Party. A signatory to this Agreement, or a successor or assign of a signatory to this Agreement.

1.2.7 Subsequent Approvals. Any and all Development Approvals applied for by Landowner that are approved by City during the Term of this Agreement, including but not limited to, conditional use permits, variances, subdivision approvals, street abandonments, design review approvals, demolition permits, improvement agreements, infrastructure agreements, grading permits, building permits, right-of-way permits, lot line adjustments, site plans, sewer and water connection permits, parcel maps, lot splits, landscaping plans, master sign programs, transportation demand management programs, encroachment permits, and amendments to the Conditional Use Permit or Site Development Permit to allow construction of the Project.

13 Effective Date; Recordation. The Enacting Ordinance became effective on _____, 2024. The obligations of the Parties under this Agreement shall be effective as of the effective date of the Enacting Ordinance (the “Effective Date”), pursuant to Government Code Section 36937. Not later than ten (10) days after the Effective Date, the Landowners shall cause this Agreement to be recorded in the Official Records of the County of Santa Clara, State of California, as provided for in Government Code Section 65868.5 and Resolution No. 6642. However, failure to record this Agreement and any amendment thereto within ten (10) days shall not affect its validity or enforceability by and between the Parties.

14 Term. Except as provided herein, the term of this Agreement shall commence on the Effective Date and terminate five (5) years thereafter (“Term”); Following the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty emanating from City entitlements on the Property approved concurrently with or during the term of this Agreement, except as expressly set forth in those entitlements.

15 Capitalized Terms. If any capitalized terms contained in this Agreement are not defined above, then any such terms shall have the meaning otherwise ascribed to them in this Agreement.

ARTICLE 2

BENEFITS TO THE CITY

Landowner shall provide the following public benefits to the City:

1. Payment of the sum of One Million Dollars (\$1,000,000) as and for a voluntary contribution to the City as a community benefit payable at the time of issuance of final occupancy;
2. Design and construction of all electric building with no natural gas infrastructure in furtherance of the City’s Climate Action goals.

ARTICLE 3

GENERAL DEVELOPMENT OF THE PROJECT; VESTED ENTITLEMENTS

3.1 Project Development. Landowner shall have a vested right to develop the Project on the Property in accordance with the Vested Entitlements (defined in Section 3.2) in effect as of the Effective Date and pursuant to all the terms of this Agreement.

3.2 Vested Entitlements. During the term of this Agreement, the Landowner has certain vested entitlements (collectively, “Vested Entitlements”), including: (a) the certified EIR for the MMSP, the MMSP, and this Agreement; (b) the Development Approvals; (c) the Subsequent Approvals; (d) any other conditions of development applicable to the Property are as set forth in the General Plan, the MMSP, the Zoning Code, the Subdivision Code and other City Laws, all as applicable on the Effective Date of this Agreement (“Applicable Rules”). The Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Vested Entitlements, as the same may be amended from time to time upon application by the Landowner. Except as otherwise specified herein, the Vested Entitlements shall control the overall design, development, construction, use and occupancy of the Project, and all improvements and appurtenances in connection therewith, including without limitation, the permitted uses on the Property, density and intensity of uses, the maximum height and sizes of buildings, and the allowable floor area ratios.

322 Except as provided herein, development of the Property shall be governed by the Vested Entitlements as defined above.

323 This Agreement does not impose affirmative obligations on the Landowner to commence development of the Project, or any phase thereof, in advance of its decision to do so. The expiration of any entitlements or approvals shall remain as set forth in any entitlement or approval.

324 City agrees that it will accept, in good faith, for processing, review and action all applications for use and development of the Property in accordance with the Vested Entitlements, and shall act upon such applications with regular diligence as set forth in this Agreement, including without limitation, Article 4 hereof.

325 Developer shall be allowed to develop the Project with a floor area ratio (“FAR”) of up to .48 and without the maximum front and side setback limit specified in the MMSP. Notwithstanding the expiration of this Agreement, The Development Approvals shall

continue without expiration in accordance with and subject to all applicable City rules and regulations, excluding those allowing for project expansion, but including without limitation the City's Zoning Code, which shall guide any proposed change or intensification of use or building and site modification. Developer understands and acknowledges that the Development Approvals limit the private school's enrollment to 500 students as provided for in the Conditional Use Permit and the physical development of the site, including the building footprints, is limited by the Site Development Permit. Developer understands and agrees that any Major Modification of the Project shall result in the need to re-entitle the project in conformity with then current development standards. A Major Modification shall include any modification that expands the project building footprint, increases the capacity of the Stratford High School Project to serve more than 500 students, or changes the use.

33 Timing of Development. The project shall be completed within 4 years of the execution of this Agreement. For the purpose of this Agreement, the project shall be deemed complete upon the City's issuance of a certificate of occupancy for the primary structure.

34 Compliance with Requirements of Other Government Entities.

3.4.1 During the term of this Agreement, Landowner, at no cost to City, shall comply with lawful requirements of, and obtain all permits and approvals required by other local, regional, State and Federal agencies having jurisdiction over Landowner's activities in furtherance of this Agreement. Landowner shall pay all required fees when due to Federal, State, regional, or other local governmental agencies and acknowledges that City does not control the amount of any such fees.

3.4.2 As provided in California Government Code Section 65869.5, this Agreement shall not preclude the application to the Property of changes in laws, regulations, plans, or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or regulations ("State or Federal Law"). In the event changes in State or Federal Law prevent or preclude compliance with one or more provisions of this Agreement, this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal Law. The Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended as may be necessary to comply with changes in the law and City and Landowner shall agree to such action as may be reasonably required. It is the intent of the Parties that any such modification or suspension be limited to that which is necessary and to preserve to the extent possible the original intent of the Parties in entering into this Agreement. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such State or Federal Law. Nothing in this Agreement shall preclude the City or Landowner from contesting by any available means (including administrative or judicial proceedings) the applicability to the Property of any such State or Federal Law.

35 As provided in Section 10.0 of the Development Agreement Resolution, the City may apply new rules, regulations, and policies which do not conflict with those rules, regulations, and policies set forth in this Agreement, or such rules, regulations, and policies that are required for the health, safety, or welfare of the general public, nor shall the City be prohibited

from denying or conditionally approving any subsequent development project application on the basis of such existing new rules, regulations, and policies.

3.6 Reservations of Authority. Notwithstanding any other provision of this Agreement, at the time Subsequent Approvals are applied for, the following regulations and provisions shall apply only to those Subsequent Approvals:

3.6.1 Processing fees and, subject to the terms of Section 3.6 of this Agreement, charges of every kind and nature imposed by the City, including application, inspection, and monitoring fees, which are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for on an area-wide basis, which shall be paid at the rate then in effect.

3.6.2 All taxes, assessments, impact fees of any type, inclusionary including housing impact fees and transportation impact fees, other fees, or other monetary and non-monetary exactions imposed by the City, which are in force and effect within the jurisdiction of the City for other similarly situated projects in the City on a City wide or area wide basis, discretionary or ministerial approvals, or taxpayers, as applicable, on which they are imposed shall be imposed..

3.6.3 If the City forms an assessment district including the Property and the assessment district is City-wide or area-wide, as defined in Section 3.6.6, the Property may be legally assessed through such district based on the benefit to the Property, which assessment shall be consistent with the assessment of other property in the district similarly situated. Any subsequently created assessment district is subject to collection solely based on the special assessment statute and shall not affect the development rights for the Project.

3.6.4 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, which are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for.

3.6.5 Regulations governing construction standards and specifications including, without limitation, the City's building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all provisions of the Milpitas Municipal Code, and all other uniform construction codes, which are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied at the time the building permit in question is applied for.

3.6.6 For purposes of this Agreement, “area-wide” shall cover not only the Property, but also at least all parcels zoned and/or developed in a manner similar to the Property and located in the combined area of the MMSP. The Parties acknowledge that the provisions contained in this Section are intended to implement the intent of the Parties that the Landowner has the right to develop the Project pursuant to specified and known criteria and rules, and that the City receives the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties

and obligations.

3.7 Subsequently Enacted Rules and Regulations. The City may, during the term of this Agreement, apply such newer City Laws that are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for and which are not inconsistent or in conflict with the intent or purposes or any terms, standards or conditions of this Agreement. To the extent any changed City Law is in conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

3.8 Moratorium, Quotas, Restrictions or Other Limitations. Without limiting the generality of any of the foregoing, no moratorium or other limitation (whether relating to the rate, timing, phasing, sequencing or permission of development or construction of all or any part of the Property, whether imposed by ordinance, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of City, or otherwise) affecting parcel or subdivision maps (tentative, vesting tentative or final), building permits or any other Approvals (including entitlements to use or service, such as water, sewer and/or storm drains) shall apply to the Property during the term of this Agreement. Landowner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a moratorium or impose any other limitation that may affect the Property.

3.9 [Reserved]

3.10 Mutual Obligations of the Parties. City has agreed to provide Landowner with the long term assurances, Vested Entitlements, and other City obligations described in this Agreement in consideration for the Landowner obligations contained in this Agreement. Landowner has agreed to provide City with the Landowner obligations contained in this Agreement. To ensure that the understanding of the Parties and mutual consideration remain effective, should either Party bring any administrative, legal, or equitable action or other proceeding to set aside or otherwise make ineffective any of the City or Landowner obligations described in this Agreement, this Agreement may be terminated by the Party against whom the proceeding is brought at that Party's sole discretion.

3.11 Landowner's Right to Rebuild. Landowner may rebuild the Project or element of the Project should it become necessary due to damage from any event, natural disaster or changes in seismic requirements during the Term of this Agreement, notwithstanding any contrary provisions of the City of Milpitas Municipal Code. Landowner may renovate the Project at any time within the Term of this Agreement as long as such renovation does not cause a change of use to a use not allowed by this Agreement or applicable City Laws. Any such rebuilding or renovation shall be subject to the Vested Entitlements, shall comply with the Subsequent Approvals and the building regulations existing at the time of such rebuilding or reconstruction, as well as the requirements of CEQA.

ARTICLE 4

SPECIFIC CRITERIA OF THE PROJECT

4.1 Permitted Development. Notwithstanding anything to the contrary herein or

in the Development Approvals, the Landowner is hereby allowed to develop the Property consistent with the definition of the Project in the Recitals hereto.

4.2 Landowner Obligations. As a material consideration for the long term assurances, Vested Entitlements, and other City obligations provided by this Agreement, and as a material inducement to City to enter into this Agreement, Landowner has offered and agreed to provide the public benefits to the City listed in Article 2 of this Agreement.

ARTICLE 5

CONCURRENT AND SUBSEQUENT APPROVALS

5.1 Subsequent Approvals. Landowner will submit the Development Approvals for the Project which shall be considered concurrently with this Agreement for approval by the Planning Commission. The development of the Project may require additional Subsequent Approvals from the City.

Applications for Subsequent Approvals are anticipated to be submitted to the City by the Landowner. Applications for Subsequent Approvals shall be accepted, reviewed for completeness, and processed to completion with ordinary diligence by the City and considered in a manner consistent with the rights granted by this Agreement and the Applicable Laws.

With the Vested Entitlements, the City has made a final policy decision that the development of the Property, consistent with the MMSP and the Applicable Laws, is in the best interests of the public health, safety, and general welfare. Nothing herein shall limit the ability of the City to require the necessary reports, analysis, or studies to assist in determining whether the requested Subsequent Approval is consistent with the Applicable Laws and Applicable Rules and this Agreement. City's review of the Subsequent Approvals shall be consistent with City Laws and this Agreement, including without limitation Section 3.6 of this Agreement. To the extent that it is consistent with CEQA, as determined by the City in its reasonable discretion, City shall utilize existing CEQA documentation to review the environmental effects of any Subsequent Approvals. In the event that any additional CEQA documentation is legally required for any discretionary Subsequent Approval for the Project, then the scope of such documentation shall be focused, to the extent possible consistent with CEQA, on the specific subject matter of the Subsequent Approval. Landowner shall defend, indemnify and hold the City harmless from or in connection with any litigation seeking to compel the City to perform additional environmental review of any Subsequent Approvals.

Any conditions, terms, restrictions, procedures or requirements imposed by the City on Subsequent Approvals shall not be inconsistent with the Development Approvals (including this Agreement) or the Applicable Laws and Applicable Rules and shall not prevent development of the Property for the uses and the density of development, and at the rate, timing and sequencing, contemplated by this Agreement, except as and to the extent required by state or federal law or as allowed herein. In connection with approval of any Subsequent Approvals that implement and are consistent with the Development Approvals in effect on the Effective Date (including without limitation any minor modifications thereto), the City shall not impose

conditions of approval that require dedications or reservations for, or construction or funding of, public infrastructure or public improvements beyond those already included in the Development Approvals, except to the extent required by CEQA review conducted in accordance with Section 5.1.2 of this Agreement. Landowner may protest any conditions, dedications or fees imposed on Subsequent Approvals while continuing to develop the Project, such protest by Developer shall not delay or stop the issuance of building permits or certificates of occupancy.

5.2 Life of Development Approvals. The terms of the Development Approvals shall automatically be extended for the duration of this Agreement (including any extension to this Agreement as permitted by Section 1.4) if the term otherwise applicable to such Approval is shorter than the duration of this Agreement (including any extension).

ARTICLE 6

AMENDMENT OF AGREEMENT AND DEVELOPMENT APPROVALS; OPERATING MEMORANDA

6.1 Amendment or Cancellation. Either Party may propose an amendment to or cancellation of this Agreement in whole or in part, in the manner provided for in Government Code Section 65868 and Resolution No. 6642. No amendment to or cancellation of this Agreement or any provision hereof shall be effective for any purpose unless adopted pursuant to the procedures included in Resolution No. 6642 and specifically set forth in a writing, which refers expressly to this Agreement and is signed by duly authorized representatives of the Parties.

6.2 Recordation. Any amendment, termination or cancellation of this Agreement shall be recorded by the Landowner not later than ten (10) days after the effective date of the action effecting such amendment, termination or cancellation; however, a failure to record shall not affect the validity of the amendment, termination or cancellation. Landowner shall also similarly record a notice of expiration or expunge this Agreement and any amendments thereto upon the competition of this Agreement's term and any extensions thereto.

6.3 Amendments to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of California Government Code Section 65864 et seq. relating to development agreements and the Development Agreement Resolution, as those provisions existed at the date of execution of this Agreement. No amendment or addition to those provisions which would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement unless such amendment or addition is specifically required by the California State Legislature, or is mandated by a court of competent jurisdiction. If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected unless the Parties mutually agree in writing, after following the procedures in Section 6.1, to amend this Agreement to permit such applicability

6.4 Amendment of Development Approvals. To the extent permitted by local, state, and federal law, any Development Approval may, from time to time, be amended or modified by submittal of an application from the Landowner and following the procedures for such amendment or modification contained in the Milpitas Municipal Code. Upon any approval of such

an amendment or modification, the amendment or modification shall automatically be deemed to be incorporated into the Development Approvals without any further procedure to amend this Agreement.

6.5 Operating Memoranda. Separate and apart from provisions contained herein for a formal amendment of this Agreement, the parties agree that the provisions of this Agreement require a close degree of cooperation between City and Landowners, and refinements and further development of the Project may demonstrate that clarifications with respect to the details of performance of City and Landowners or minor revisions to the Project are appropriate. If and when, from time to time, during the term of this Agreement, City and Landowners agree that such clarifications or minor modifications are necessary or appropriate, they may effectuate such clarifications through operating memoranda approved by City and Landowners, which, after execution, shall be attached to and become a part of this Agreement. No such operating memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Attorney shall be authorized to make the determination whether a requested clarification may be effectuated pursuant to this Section 6.5 or whether the requested clarification is of such a character to require an amendment hereof. The City Manager may execute any operating memoranda hereunder without City Council action.

ARTICLE 7

ANNUAL REPORT

7.1 Time of Review. To determine Landowner's good faith compliance with this Agreement, in accordance with Government Code Section 65865.1, and in compliance with the Development Agreement Resolution, Landowner shall submit a report approximately every twelve (12) months from the Effective Date, commencing on the first anniversary of the Effective Date detailing all actions taken with respect to the development of this Property. Upon receipt of the report, the Community Development Director may schedule an annual review of the report to be heard by the Planning Commission. This obligation for annual reporting shall expire upon Project occupancy.

Consistent with Development Agreement Resolution, the Community Development Director or designee shall give notice to the Landowner that the City intends to schedule an annual review of the Agreement at least thirty (30) days in advance of the time at which the matter will be considered by the Planning Commission and shall include the statement that review may result in an election to terminate this Agreement as provided herein.

7.2 Determination of Good Faith Compliance. Such annual report shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code Section 65865.1. The Planning Commission shall conduct a public hearing. If the Planning Commission determines that, based upon substantial evidence in the record, Landowner has substantially complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period shall be concluded. If the Planning Commission determines that, in good faith and based upon substantial evidence in the record, Landowner has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission shall forward its report and recommendation to the City Council.

If the City Council determines, in good faith and based upon substantial evidence in the record, that Landowner has not complied in good faith with the terms and conditions of this Agreement during the period under review, the City Council may issue a Notice of Breach (as defined in Section 8.2) and exercise the remedies set forth in Section 8.1.

7.3 No Waiver. Failure of Landowner to provide an annual report or failure of City to conduct an annual review hearing shall not constitute a default under this Agreement or a waiver by City of its rights to otherwise enforce the provisions of this Agreement nor shall Landowner have or assert any defense to such enforcement by reason of any failure to conduct an annual review. City does not waive any claim of defect or breach by Landowner if, following periodic review pursuant to this Article 7, City does not propose to modify or terminate this Agreement.

ARTICLE 8

DEFAULT, REMEDIES AND TERMINATION

8.1 Remedies for Breach. City and Landowner acknowledge that the purpose of this Agreement is to carry out the Parties' objectives as set forth in the recitals. City and Landowner agree that to determine a sum of money which would adequately compensate either Party for choices they have made which would be foreclosed should the Property not be developed as contemplated by this Agreement is not possible and that damages would not be an adequate remedy. Therefore, City and Landowner agree that in the event of a breach of this Agreement, the only remedies available to the non-breaching Party shall be: (1) suits for specific performance to remedy a specific breach, (2) suits for declaratory or injunctive relief, (3) suits for mandamus under Code of Civil Procedure Section 1085, and/or 1094.5, and (4) termination or cancellation of this Agreement or, at the option of City in the event of breach by Landowner, termination of the rights of Landowner under this Agreement. Except for attorney's fees and associated costs as set forth herein, monetary damages shall not be awarded to either Party. This exclusion on damages is limited to a breach of this Agreement and shall not preclude actions by a Party to enforce payments of monies due or the performance of obligations requiring the expenditures of money under the terms of this Agreement or Applicable Laws. All of these remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy.

8.2 Notice of Breach. Prior to the initiation of any action for relief specified in Section 8.1 above because of an alleged breach of this Agreement, the Party claiming breach (the "Complaining Party") shall deliver to the other Party (the "Defaulting Party") a written notice of breach (the "Notice of Breach"). The Notice of Breach shall specify the reasons for the allegation of breach with reasonable particularity. The Defaulting Party shall have thirty (30) days to either: (a) use good faith efforts to cure the breach or, if such cure is of the nature to take longer than 30 days, to take reasonable actions to commence curing the breach during the thirty (30) day period and diligently complete such cure; or (b) if in the determination of the Defaulting Party, the event does not constitute a breach of this Agreement, the Defaulting Party, within thirty (30) days of receipt of the Notice of Breach, shall deliver to the Complaining Party a "Notice of Non-Breach,"

which sets forth with reasonable particularity the reasons that a breach has not occurred. Failure to respond within the thirty (30) days shall not be deemed an admission of the breach, but the Complaining Party may proceed to pursue its remedies under this Article 8.

8.2.1 Mutual Agreement for Cure of Certain Defaults. If the Defaulting Party believes that the breach cannot practically be cured within the thirty (30)-day period, the Defaulting Party shall not be deemed in breach provided that: (a) the cure shall be commenced during the thirty (30)-day period after receipt of the Notice of Breach; (b) within the thirty (30)-day period, the Defaulting Party provides a schedule to the Complaining Party for cure of the breach, subject to the reasonable approval of the Complaining Party; and (c) the cure is completed in accordance with the schedule agreed to by the Parties, or such additional time as may be agreed to by the Complaining Party. If the Parties cannot mutually agree on a schedule for cure of the breach, at the conclusion of the initial thirty (30)-day period, the Complaining Party may issue a Notice of Breach and proceed to pursue its remedies under this Article 8.

8.3 Failure to Assert; No Waiver. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies, irrespective of the length of the delay, shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, nor constitute a waiver of such party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a breach shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a party to take any action with respect to such breach.

8.4 Termination by Mutual Consent. This Agreement may be voluntarily terminated in whole or in part by the mutual consent of the Parties or their successors in interest, in the sole and absolute discretion of each as to its consent, in accordance with the provisions of Resolution No. 371-81 and the Development Agreement Statute.

8.5 Effect of Termination on Landowner's Obligations.

8.5.1 Notwithstanding any other provision to the contrary, termination or cancellation of this Agreement or termination of the rights of Landowner as to the entire Property, or any part the Property, shall not affect any requirement to comply with the Vested Entitlements the terms and conditions of any other Subsequent Approval, nor any payments then due and owing to City, nor shall it affect the covenants of Landowner specified in Section 8.5.2 below, to continue after the termination or cancellation of this Agreement, nor shall termination of this Agreement as to all or any portion of the Property result in termination of Subsequent Approvals that would not otherwise have expired pursuant to Existing City Laws.

8.5.2 Notwithstanding anything in this Agreement to the contrary, the following provisions of this Agreement shall survive and remain in effect following termination or cancellation of this Agreement for so long as necessary to give them full force and effect with respect to claims or rights of City arising prior to termination or cancellation:

- (a) Section 8.1 (Remedies; limitation on damages and exceptions thereto; accrued obligations);
- (b) Section 8.5.1 (Landowner's obligations upon termination or cancellation);
- (c) Section 12.2 (Indemnification); and
- (d) Section 14.1 and 14.1.1 (Third Party Challenges; Indemnification).

ARTICLE 9

ESTOPPEL CERTIFICATE

Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and is a binding obligation of the Parties, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, and (c) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe the nature of any defaults, and (d) such other information as the other Party may reasonably request. The Party receiving a request under Article 9 shall execute and return the certificate within thirty (30) days following receipt of the request. The City Manager shall be authorized to execute any certificate requested by Landowner. Landowner and City acknowledge that a certificate hereunder may be relied upon by transferees, tenants, investors, partners, bond counsel, underwriters, and Mortgagees. The request shall clearly indicate that failure of the receiving Party to respond within the thirty (30) day period will lead to a second and final request. Failure to respond to the second and final request within fifteen (15) days following receipt of the second request shall be deemed approval of the estoppel certificate.

ARTICLE 10

TRANSFERS, ASSIGNMENTS

10.1 Agreement Runs with the Land.

10.1.1 This Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Property or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns.

10.1.2 All of the provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to Section 1468 of the California Civil Code. Each covenant to do or refrain from doing some act on the Property hereunder, (a) is for the benefit of the Property and is a burden upon the Property, (b) runs with the Property, and (c) is binding upon Landowner and each successive owner during its ownership of the Property or any portion thereof (subject to the terms of Section 11.2 below), and each person or entity having any interest in the Property. Every person who now or hereafter owns or acquires any right, title or interest in or to

any portion of the Property is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

10.2 Right to Assign. Landowner shall have the right to assign (by sale, transfer, or otherwise) its rights and obligations under this Agreement as to any portion of the Project to any person, business entity, association, organization, or other similar entity ("Assignee"). Landowner's right to assign shall not be subject to City's approval.

10.3 Release Upon Assignment. Upon the express written assumption by the Assignee of Landowner's rights and interests under this Agreement (the "Assignment Agreement"), and Landowner's delivery of a conformed copy of the recorded Assignment Agreement to City, Landowner shall be free from any and all liabilities accruing on or after the date of assignment with respect to those obligations assumed by the Assignee pursuant to the Assignment Agreement.

ARTICLE 11

MORTGAGEE PROTECTION

11.1 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion of the Property after the date of recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including but not limited to City's remedies to terminate the rights of Landowner (and its successors and assigns) under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

11.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 11.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements on the Property, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements on the Property other than those uses or improvements provided for or authorized by this Agreement, or otherwise under Applicable Law.

11.3 Notice of Default to Mortgagee. If City receives a written notice from a Mortgagee, Landowner or any approved assignee requesting a copy of any notice of default given Landowner or any approved or permitted assignee and specifying the address for service, then City shall deliver to the Mortgagee at Mortgagee's cost (or Landowner's cost), concurrently with service to Landowner, any notice given to Landowner with respect to any claim by City the Landowner is in default under this Agreement, and if City makes a determination of default, City shall if so requested by the Mortgagee likewise serve at Mortgagee's cost (or Landowner's cost) notice of noncompliance on the Mortgagee concurrently with service on Landowner. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence

to cure or remedy, the event of default claimed or the areas of noncompliance set forth in City's notice.

11.4 No Supersedure. Nothing in Article 11 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Property outside this Agreement, nor shall any provision of Article 11 constitute an obligation of City to the Mortgagee, except as to the notice requirements of Section 11.3.

ARTICLE 12

INDEMNIFICATION

12.1 No Duty of City; Hold Harmless. It is specifically understood and agreed by the Parties that the development contemplated by this Agreement is a private development, that City has no interest in or responsibility for or duty to third persons concerning any of said improvements, and that Landowner shall have full power over and exclusive control of the Property subject only to the limitations and obligations of Landowner under this Agreement.

12.2 Indemnification and Duty to Defend.

(a) To the fullest extent permitted by law, Landowner hereby agrees to and shall immediately defend, indemnify, and hold City and its elected and appointed representatives, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Landowner's operations under this Agreement, excepting suits or actions brought by Landowner for default of the Agreement or to the extent arising from the intentional acts, sole negligence, or willful misconduct of City, its elected and appointed representatives, officers, agents, employees, contractors or subcontractors, or of a third party ("Indemnified Party").

(b) This indemnification and hold harmless agreement apply to all damages and claims for damages suffered or alleged to have been suffered by reason of Landowner's performance of its obligations under this Agreement, regardless of whether or not City prepared, supplied, or approved plans or specifications for the Property, but does not apply to damages and claims for damages caused by City with respect to public improvements and facilities after City has accepted responsibility for them.

(c) The duty to defend is a separate and distinct obligation from Landowner's duty to indemnify. Subject to the limitations or requirements stated in this Agreement, Landowner shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by the Indemnified Party immediately upon tender to Landowner, which shall be made to Landowner promptly upon it becoming known to the Indemnified Party. An allegation or determination of the sole negligence or willful misconduct by the Indemnified Party shall not relieve Landowner from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel of Landowner's sole choosing if Landowner asserts that liability is caused in whole or in part by the sole negligence

or willful misconduct of the Indemnified Party.

ARTICLE 13 **NOTICES**

13.1 Notices. Any notice to either Party shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the Party's mailing address.

13.2 Mailing Addresses. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City:	City of Milpitas 455 East Calaveras Blvd. Milpitas, CA 95035 Attn: City Manager
With a copy to:	City of Milpitas 455 East Calaveras Blvd. Milpitas, CA 95035 Attn: City Attorney
Landowner:	Stratford Schools, Inc. 1999 S. Bascom Ave. Suite 400 Campbell, CA 95008 Attn: Mark Philpott
With a copy to:	STORE Master Funding IV, LLC 8377 E. Hartford Drive, Suite 100 Scottsdale, AZ 85255 Attn:

Either Party may change its mailing address at any time by giving ten (10) days' notice of such change in the manner provided for in this section. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effectuated or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Nothing in this provision shall be construed to prohibit communication by facsimile transmission or email, so long as an original is sent by first class mail, commercial carrier or is hand-delivered.

ARTICLE 14

MISCELLANEOUS

141 Third-Party Legal Challenge. In the event of any legal action, claim, or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the CEQA documentation of this Agreement or any approvals hereunder, or the Vested Entitlements ("Third Party Challenge"), the responsibilities of the Parties shall be as follows.

14.1.1 Indemnification

(a) The Landowner shall defend, indemnify, and hold harmless the City, its City Council, its boards and commissions, officials, officers, employees and agents from any Third Party Challenge against the City, its City Council, its boards and commissions, officials, officers, employees and agents to attack, set aside, void, or annul this Agreement, or the Vested Entitlements and shall indemnify and hold harmless City, its City Council, its boards and commissions, officials, officers, employees and agents against any and all third-party attorneys' fees, court costs and other liabilities determined by a court to be arising out of such Third Party Challenge.

(b) The City shall promptly notify the Landowner of the Third Party Challenge and shall cooperate fully in the defense of the Third Party Challenge, including but not limited to decisions about selection of counsel, settlement, preparation of the administrative record (if any) and litigation strategies.

(c) Under no circumstances shall subsections (a) – (b) above require Landowner to pay or perform any settlement arising out of a Third Party Challenge unless the settlement is expressly approved by Landowner.

14.1.2 Invalidity. If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unlawful as the result of a Third Party Challenge or otherwise, the Parties shall use their best efforts to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Agreement, and then to adopt or re-enact such part of this Agreement as necessary or desirable to permit implementation of this Agreement.

142 Applicable Law/Venue/Attorneys' Fees and Costs. This Agreement shall be construed and enforced in accordance with the laws of the State of California, excluding its conflict of laws provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Santa Clara, State of California. Should any legal action or arbitration be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and such other costs as may be found by the court.

143 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or

circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

144 Nondiscrimination Clause. Landowner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the development of the Property in furtherance of this Agreement. The foregoing shall run with the land.

145 Construction of Agreement. The provisions of this Agreement and the Exhibits shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Article, Section, Subsection and the Table of Contents are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships or other legal entities.

146 Other Necessary Acts. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all further instruments, documents and writings as may be reasonably necessary or proper to achieve the purposes and objectives of this Agreement and to secure the other party the full and complete enjoyment of its rights and privileges hereunder.

147 Applicable Law. This Agreement, and the rights and obligations of the Parties, shall be construed by and enforced in accordance with the laws of the State of California, excluding its conflict of laws provisions.

148 Equal Authorship. This Agreement has been reviewed by legal counsel for both the Landowner and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

149 Time. Time is of the essence of this Agreement and of each and every term and condition hereof.

14.10 Subsequent Projects. After the Effective Date of this Agreement, the City may approve other projects that place a burden on the City's infrastructure; however, it is the intent and agreement of the Parties that the Landowner's right to build and occupy the Project, as described in this Agreement, shall not be diminished despite the increased burden of future approved development on public facilities.

14.11 Entire Agreement. This written Agreement and the Exhibits contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda,

agreements, warranties or representations are superseded in total by this Agreement and Exhibits.

14.12 Form of Agreement; Exhibits. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement, including its exhibits constitutes the entire understanding and agreement of the parties. Said exhibits are identified as follows:

Exhibit A-1 and A-2: Property Description and Site Map

14.13 No Third Party Beneficiary. This Agreement and all of its terms, conditions, and provisions are entered into only for the benefit of the Parties executing this Agreement (and any successor in interest) and not for the benefit of any other individual or entity.

14.14 Authority. The Parties hereby represent that the person hereby signing this Agreement on behalf of each respective Party has the authority to bind the Party to the Agreement.

14.15 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

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

"City"

CITY OF Milpitas,
A Charter City

By: _____
Ned Thomas,
City Manager

Date: _____

Attest:

Suzanne Guzzetta, City Clerk

Approved as to Form:

Michael Mutalipassi, City Attorney

"Stratford Schools, Inc., Landowner"

By _____
Name:
Title: President

By _____
Name:
Title: Chairman of the Board

Date: _____

STORE Master Funding IV, LLC

By _____
Its

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A-1"
Legal Description

EXHIBIT “A-2”
Site Plan

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING
CONDITIONAL USE PERMIT NO. UP23-0008 TO ALLOW THE OPERATION OF A NEW
PRIVATE MIDDLE/HIGH SCHOOL (STRATFORD PREPARATORY SCHOOL) IN AN
EXISTING 51,740 SQUARE FOOT, TWO-STORY OFFICE BUILDING ON A 3-ACRE LOT
LOCATED AT 1323 GREAT MALL DR, MILPITAS CA 95035 (APN 086-024-046)**

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.) (collectively, “CEQA”), the City of Milpitas is the lead agency for the proposed project described below; and

WHEREAS, on July 28, 2023, an application was submitted by Jeremy Theodore of Inhabit Design Inc. (“Applicant”) to allow the operation of a private middle/high school in an existing 51,740 square-foot, two-story office building (“Project”). The Project site is on a 3-acre lot located at 1323 Great Mall Dr. Milpitas CA 95035 (APN 086-024-046); and

WHEREAS, the Planning Department completed an environmental impact assessment for the project in accordance with the California Environmental Quality Act (“CEQA”) and based on which assessment, decided to prepare an Initial Study and Mitigated Negative Declaration (IS/MND) for the Project in accordance with CEQA, and State and local guidelines implementing CEQA.

WHEREAS, on June 26, 2024, the Planning Commission held a duly noticed public hearing, during which meeting the Planning Commission considered the Initial Study and Mitigated Negative Declaration (IS/MND) as well as Site Development Permit No. SD23-0012, Conditional Use Permit No. UP23-0008 and Environmental Assessment No. EA24-0001 for 1323 Great Mall Dr, heard a presentation from staff, and had the opportunity to hear from members of the public and closed the public hearing on the item; and

WHEREAS, by adoption of Resolution No. 24-023, the Planning Commission recommended that the City Council approve Conditional Use Permit UP23-0008 for 1323 GREAT MALL DR; and

WHEREAS, the documents and other materials which constitute the record of proceedings upon which the City Council bases the recommendation and the findings contained within this Resolution are available and may be reviewed at Milpitas City Hall, located at 455 E. Calaveras Boulevard, Milpitas, California 95035; and

WHEREAS, on August 13, 2024, the City Council held a duly-noticed public hearing, during which meeting the City Council considered the Conditional Use Permit No. UP23-0008 for 1323 Great Mall Dr, heard a presentation from staff, and had the opportunity hear from members of the public; and

WHEREAS, the findings and conclusions made by the City Council pursuant to this Resolution are based upon the oral and written evidence before it as a whole; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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 includes, but is not limited to, such things as all published staff reports, oral and written testimony by staff, the Planning Commission, City Council and the public, and all other relevant 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. Conditional Use Permit Findings (Milpitas Municipal Code Section XI-10-57.04(F)(1))

The City Council makes the following findings based on the evidence in the public record in support of Conditional Use Permit No. UP23-0008, on file with the Planning Department:

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

The proposed private school facility will serve the community and as designed, will not have any detrimental or injurious impacts on the property or improvements in the vicinity of the property. As a condition of approval, the high school will have no more than 500 students enrolled at once. The school will maintain designated loading and unloading parking spaces staffed by school administrators and teachers during pickup and drop-off hours during the day, ensuring the orderly movement of vehicular traffic throughout the site. The programming allows for a smooth pickup and drop off process that will not be detrimental or injurious to property or improvements in the vicinity nor to the public health, safety, and general welfare.

A comprehensive study, adhering to the requirements of the City of Milpitas, Valley Transportation Authority (VTA), Caltrans, and CEQA provisions, concluded that the project's design and transportation impact analysis meet all necessary guidelines. The analysis confirmed that traffic operations would not have significant impacts according to established engineering standards, and no off-site traffic or transportation mitigations are required. Additionally, the school's operation must comply with all local, state, and federal regulations as part of the Project's Conditions of Approval.

b. The Project is consistent with the Milpitas General Plan.

The proposed Project is consistent with the policies of the Milpitas General Plan, including as demonstrated in Table 1.

Table 1: General Plan Consistency

Policy	Conformance
<i>LU I-1: Support a full spectrum of conveniently located residential, commercial, public, and quasi-public uses that support and enhance business development, regional transportation objectives and promote the livability of residential neighborhoods.</i>	Consistent: The Project is located within the incorporated limits of the City of Milpitas and further completes the urban fabric without requiring the expansion of services to unincorporated areas. It contributes additional educational opportunities for residents and will also enhance the City's business reputation by providing the first private high school in the city.

LU 1-6: <i>Ensure adequate school sites by allowing new schools to be located in a variety of compatible land use designations, including residential, commercial, public facilities, and mixed-use designations.</i>	Consistent: The Project is consistent with this policy, as it is located adjacent to the Great Mall, a hotel, several high-density residential neighborhoods, and a mass transit center in a city-planned mixed-use area.
LU 7-4: <i>Support the adaptive reuse, renovation, or redevelopment of aging enters or commercial uses that are no longer viable due to changing market conditions, demographics, or retail trends into areas that support mixed use opportunities.</i>	Consistent: The existing commercial building has been vacant for years, including during the duration of the TASP, and the Project proposes investing at least 20 million dollars to renovate and redevelop the site to support the City's mixed-use objectives for the area.

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

The proposed Project is generally consistent with the Milpitas Zoning Ordinance, as demonstrated in Table 2. Where the project does not comply with development standards, the Development Agreement (DA) will address and mitigate it.

Table 2: Summary of MMSP and C2-TOD - Development Standards

Development Standard	Required	Proposed	Complies?
Density	Mixed-use: 1.0-5.0 FAR; minimum of 1.0 FAR of office or R&D	51,740 (existing) + 7,883 (new) = 59,623 sf Lot area = 130,680 SF Proposed FAR: 0.46	No, this will be addressed with the DA
Building Height, maximum	275 feet or 18 stories	35 feet	Yes
Front Yard Setback	10 feet min, 20 feet max from the back of the sidewalk	96 feet	No, this will be addressed with the DA
Side Yard Setback (street side), minimum	10 feet min, 15 feet max	120 feet	No, this will be addressed with the DA

Development Standard	Required	Proposed	Complies?
Side Yard Setback (Interior) Minimum	10 feet	20 feet	Yes
Rear Yard Setback, Minimum	10 feet	16 feet	Yes
Vehicular Parking Requirements	Non-residential (non-industrial) 1 space per 1,500 square feet (Minimum Requirement) Maximum Requirement 1 space per 1,000 square feet $74,318 \text{ sf} / 1,000 = 74$	74	Yes
Table 4-2. Bicycle Parking Requirements	Short-Term Parking Requirement 1 space per 20,000 square feet $59,623 \text{ sf} / 20,000 = 3 \times 1 = 3$	96	Yes

d. *The proposed use is consistent with the Milpitas Metro Specific Plan.*

The proposed Project is consistent with the Milpitas Metro Specific Plan, including as demonstrated and outlined in Tables 2 & 3. Where the project does not comply with development standards, the Development Agreement (DA) will address and mitigate it.

Table 3: MMSP Consistency

Policy	Conformance
<i>M 6.2. Safe Routes to School. Work with Safe Routes to School programs to encourage children to walk or bike to school.</i>	Consistent: The Project applicant has been connected to the City's Engineering staff to establish safe walking routes to this new high school location and the existing elementary school to the south.
<i>ICS 3.7. Require, where reasonable and feasible, that commercial uses, schools, and non-residential mixed-use developments include dual plumbing to enable indoor recycled water use for nonpotable uses to the extent feasible.</i>	Consistent: The Project proposes a recycled water line connection from Falcon Drive to the subject site, which is in conformance with this requirement.

Policy	Conformance
<i>CB 7. Citywide Sustainability Policies. The Milpitas Metro Plan Area is a center of development and change in Milpitas and will serve as an example for the implementation of sustainable building practices in the city. Additional sustainability policies are located in the City of Milpitas Climate Action Plan.</i>	Consistent: The Project will ensure that all buildings on-site are certified Silver, Leadership in Energy and Environmental Design (LEED), and ensure compliance with the CAL Green Code. LEED certification is a globally recognized symbol of sustainability achievement and leadership.

SECTION 3: Student Enrollment Cap

The maximum number of students enrolled at any given time shall not exceed 500. This cap is established to ensure that the facility operates within the capacity limits considered during the CUP approval process. Expansion beyond this cap is prohibited and shall result in the immediate expiration of this permit without further notice or additional process of the law.

SECTION 4: Restriction on Expansion

The existing building footprint or total square footage shall not be expanded. Any application that is not withdrawn by the applicant or approved by the City Council within nine (9) months or any other attempt whatsoever to expand the physical structure, including but not limited to the construction of new buildings, extensions, or significant renovations that increase the total square footage, is prohibited and shall result in the immediate expiration of this permit without further notice or additional process of the law.

SECTION 5: Revocation Clause

Upon revocation of the CUP, Stratford Preparatory School must immediately cease all operations associated with the use permitted under the CUP.

SECTION 6. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held incorrect, invalid, illegal, or unenforceable, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases or clauses be declared incorrect, invalid, illegal, or unenforceable.

SECTION 7. City Council Approval

The City Council hereby approves Conditional Use Permit No. UP23-0008 (subject to the Conditions of Approval attached hereto and incorporated herein as **Exhibit “1”**), based on the above findings.

PASSED AND ADOPTED this 13th day of August 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
CONDITIONAL USE PERMIT NO. UP23-0008
1323 GREAT MALL DR, MILPITAS CA 95035 (APN 086-024-046)**

The City of Milpitas Planning Commission and City Council approve Conditional Use Permit No. UP23-0008 in accordance with XI-10-57.04 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 Conditional Use Permit allows the operation of a new private middle/high school (Stratford Preparatory School) on a 3.0-acre lot located at 1323 Great Mall Dr, Milpitas CA 95035. This approval is subject to all other necessary reviews, approvals, studies, and inspections necessary for such use including for the issuance of building permits or occupancy.

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

General Conditions

1. General Compliance: The Permittee and owner, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit. **CONDITIONAL USE PERMIT NO. UP23-0008** (collectively "Permit") shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed. The Permittee shall develop the site in accordance with the approved Attachments and as modified by these Conditions of Approval.
2. Effective Date: Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the City Council approved this Permit.
3. Acceptance of Permit: Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
 - a. Acceptance of this Permit by Permittee; and
 - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
4. Permit Expiration: Pursuant to Section XI-10-64-06 of the Milpitas Municipal 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 as may be extended under Section XI-10-64-07, or the expiration of the Development Agreement, whichever is later. 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.
5. 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 project 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/E)

6. Notice: Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the Permittee may file a protest has begun under California Government Code Section 66020(d)(1).
7. 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. (ALL)
8. 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 Project is operating under the permits and approvals in this Resolution. (ALL)
9. Conditions of Approval: As part of the issuance of building permits, the Permittee shall include within the first four 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)
10. Written Response to Conditions: The Permittee shall provide a written response to the Conditions of Approval indicating how each condition has been addressed with the building permit application submittal. (ALL)
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. (CAO/P/E/B/F)
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.
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 (the "Indemnified Parties") from and against any and all third party claim, action, or proceeding against City and/or the Indemnified Parties to attack, review, set aside, void or annul the City's approval of **CONDITIONAL USE PERMIT NO UP23-0008**; including any environmental determination made therefore. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, reasonable attorneys' fees, and other reasonable expenses incurred in connection with such claim, action, causes of action, suit or proceeding. The Permittee shall pay to the City upon demand or, as applicable, on a monthly basis to counsel of City's reasonable choosing, amounts owed pursuant to the indemnification requirements prescribed in this condition, provided each such demand or monthly payment request includes reasonably detailed back-up documentation, including invoices and/or receipts, as applicable, for all amounts to be paid. Notwithstanding the foregoing, City shall have the right to redact invoices and/or receipts as necessary to preserve attorney-client privilege. City shall promptly notify the Permittee of any claim, action, or proceeding and shall engage in reasonable efforts to cooperate in the defense. If City fails to so promptly notify the Permittee, or if City fails to engage in reasonable efforts to cooperate in the defense, then the

Permittee's indemnification obligations as set forth in this condition of approval shall thereafter terminate. The Permittee shall not be required to pay or perform any settlement unless the settlement is approved by the Permittee. The above indemnification is intended to be as broad as permitted by applicable law. To the extent the above indemnification is limited by Government Code Section 66474.9, any limitations shall only apply to **CONDITIONAL USE PERMIT NO. UP23-0008**, and the balance of the Permit shall be unaffected by said Government Code section. **(CA)**

14. Certificate of Insurance: Permittee shall provide certificate of insurance and name City as an additional insured in its insurance policies for the Project.
15. Revocation, Suspension, Modification: This Permit may be suspended, revoked or modified in accordance with Section XI-10-63.06 of the Milpitas Municipal Code.
16. 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.
17. Development in Conformance with Approved Plans: The Permittee shall develop the approved project in conformance with the approved plans approved by the Planning Commission on June 26, 2024, in accordance with these Conditions of Approval.

Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, Permittee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**
18. Compliance with Fire Department and California Fire Code: The Project shall comply with the requirements of the Milpitas Fire Department and the California Fire Code as adopted by the City. Changes to the site plan and/or building(s) requires review and approval by the Fire Department. **(F)**
19. Compliance with Building Department: Compliance with Building Department: Compliance with California Code of Regulations. The Project shall comply with the requirements of the Building Safety and Housing Department and the California Code of Regulations Title 24 and the Milpitas Municipal Code as adopted by the City. Building permits shall be submitted to and approved by the Building Safety and Housing Department prior to start of construction. All California Code of Regulations Title 24 and Milpitas Municipal Code requirements applicable at the time of building permit application must be met in advance of any building permit approvals or related construction. Changes to the site plan and/or building plan require review and approval by the Building Safety Department. **(B)**

Planning Conditions

20. Student Enrollment Cap: The maximum number of students enrolled at any given time shall not exceed 500. This cap is established to ensure that the facility operates within the capacity limits considered during the CUP approval process. Expansion beyond this cap is prohibited and shall result in the immediate expiration of this permit without further notice or additional process of the law.
21. Restriction on Expansion: The existing building footprint or total square footage shall not be expanded. Any application that is not withdrawn by the applicant or approved by the City Council within nine (9)

months or any other attempt whatsoever to expand the physical structure, including but not limited to the construction of new buildings, extensions, or significant renovations that increase the total square footage, is prohibited and shall result in the immediate expiration of this permit without further notice or additional process of the law.

22. Hours of Operation: The Project shall comply with the hours of operations as follows: Monday through Friday – 7:00 AM to 6:00 PM for primary educational instruction; ancillary special events on nights and weekends within the hours of 7:00 am- 10:00 pm **(P)**
23. Operations: The maximum number of children at all times shall be no more than 500 students. Permittee shall also meet all State and local (Building and Fire) occupancy limitations or requirements. **(P)**
24. Designated Loading/Unloading Parking Spaces: The Permittee shall designate eight (8) dedicated loading/unloading parking spaces clearly identified by signage. **(P)**

LEGEND

P = Planning Department

B = Building Department

E = Engineering Department

F = Fire Department

H = Housing Division

CAO = City Attorney's Office

ALL = All Reviewing Departments

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING SITE DEVELOPMENT PERMIT NO. SD23-0012 AND ENVIRONMENTAL ASSESSMENT NO. EA24-0001 TO ADOPT AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (IS/MND) IN ACCORDANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) TO DEVELOP A NEW 7,883-SQUARE FOOT, 35 FEET TALL GYMNASIUM AND OTHER SITE IMPROVEMENTS ON A 3-ACRE LOT LOCATED AT 1323 GREAT MALL DR, MILPITAS CA 95035 (APN: 086-024-046) AND ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND ADOPTING A MITIGATION MONITORING PROGRAM

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.) (collectively, “CEQA”), the City of Milpitas is the lead agency for the proposed project described below; and

WHEREAS, on July 28, 2023, an application was submitted by Jeremy Theodore of Inhabit Design Inc. (“Applicant”) to allow the operation of a private middle/high school in an existing 51,740 square-foot, two-story office building (“Project”). The Project site is on a 3-acre lot located at 1323 Great Mall Dr. Milpitas CA 95035 (APN 086-024-046); and

WHEREAS, the Planning Department completed an environmental impact assessment for the project in accordance with the California Environmental Quality Act (“CEQA”) and based on which assessment, decided to prepare an Initial Study and Mitigated Negative Declaration (IS/MND) for the Project in accordance with CEQA, and State and local guidelines implementing CEQA. On May 29, 2024, the City provided a Notice of Intent (NOI) to adopt a mitigated negative declaration to the public, responsible agencies, trustee agencies, and the County Clerk. The IS/MND was available for public review from May 29, 2024, through June 28, 2024, and is available for public review and inspection at the City’s website, <https://www.milpitas.gov/379/Environmental-Documents-CEQA>; and

WHEREAS, the IS/MND reflects the independent judgment and analysis of the City, as lead agency under CEQA and, based upon the information contained in the IS/MND, pending any comments received thereon, and the whole record before the City, there is not a fair argument nor substantial evidence that the Project, together with Conditions of Approval, including without limitation, mitigation measures identified in the IS/MND, will not have a significant effect on the environment; and

WHEREAS, the Planning Commission considered the proposed IS/MND, together with any comments received during the public review process for the IS/MND, prior to making any decision on the Project; and

WHEREAS, on June 26, 2024, the Planning Commission held a duly noticed public hearing, during which meeting the Planning Commission considered the Initial Study and Mitigated Negative Declaration (IS/MND) as well as Site Development Permit No. SD23-0012, Conditional Use Permit No. UP23-0008 and Environmental Assessment No. EA24-0001 for 1323 Great Mall Dr, heard a presentation from staff, and had the opportunity to hear from members of the public and closed the public hearing on the item; and

WHEREAS, The Planning Commission finds that its actions are consistent with CEQA and recommends the City Council adopt the proposed Stratford Preparatory School Project IS/MND, find there is neither a fair argument nor substantial evidence that the project, as mitigated, will have a significant

effect on the environment, and find the project and the City’s approval thereof consistent with CEQA and its implementing guidelines; and

WHEREAS, by adoption of Resolution No. 24-021, the Planning Commission recommended that the City Council approve Site Development Permit No. SD23-0012, Development Agreement No. DA24-0001 and Environmental Assessment No. EA24-0001 for 1323 GREAT MALL DR; and

WHEREAS, the documents and other materials which constitute the record of proceedings upon which the City Council bases the recommendation and the findings contained within this Resolution are available and may be reviewed at Milpitas City Hall, located at 455 E. Calaveras Boulevard, Milpitas, California 95035; and

WHEREAS, on August 13, 2024, the City Council held a duly-noticed public hearing, during which meeting the City Council considered the Conditional Use Permit No. UP23-0008 for 1323 Great Mall Dr, heard a presentation from staff, and had the opportunity hear from members of the public; and

WHEREAS, the findings and conclusions made by the City Council pursuant to this Resolution are based upon the oral and written evidence before it as a whole; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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 includes, but is not limited to, such things as all published staff reports, oral and written testimony by staff, the Planning Commission, City Council and the public, and all other relevant 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. Resolution Regarding Custodian of Record

The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department – 455 East Calaveras Blvd., Milpitas, CA 95035.

SECTION 2: California Environmental Quality Act (CEQA)

The Project is in compliance with CEQA Guidelines Section 15064, 15071, and 15370 that an Initial Study/Mitigated Negative Declaration (IS/MND) conducted an environmental assessment of the project in accordance with the California Environmental Quality Act (CEQA) titled “Stratford Preparatory School Project Initial Study and Draft Mitigated Negative Declaration” (IS/MND). On May 29, 2024, the City provided a notice of intent to adopt a Mitigated Negative Declaration to the public, responsible agencies, trustee agencies, and the County Clerk. The IS/MND was available for public review from May 29 through June 28, 2024.

In connection with the adoption of the IS/MND, the record supports findings in accordance with CEQA Guidelines Section 15070, *et seq.* that:

1. The IS/MND reflects the independent judgment and analysis of the City, as lead agency under CEQA; and
2. Based upon the information contained in the IS/MND, any comments received thereon, and the whole record before the City, there is not a fair argument nor substantial evidence that the project will have a significant effect on the environment.
3. City Staff will prepare the Notice of Determination (NOD) and file the necessary forms with the Office of the County Clerk-Recorder of Santa Clara County.

SECTION 3. City Council Action - Adopting the IS/MND

The City Council finds that it has been presented with the IS/MND, which it has reviewed and considered, and further finds that the IS/MND is an accurate and objective statement that has been completed in full compliance with CEQA, the State CEQA Guidelines and the City's Local CEQA Guidelines and that the IS/MND reflects the independent judgment and analysis of the City Council.

Therefore, the City Council hereby adopts the IS/MND based on the entirety of the record of proceedings.

SECTION 5. City Council Action – Adoption of the Mitigation Monitoring Program

Pursuant to Public Resources Code section 21081.6, the City Council hereby adopts the Mitigation Monitoring and Reporting Program (MMRP) attached to this Resolution as **Exhibit “2”**. Implementation of the mitigation measures contained in the MMRP is hereby made a condition of approval of the proposed Project. In the event of any inconsistencies between the mitigation measures set for herein and the MMRP, the MMRP shall control.

SECTION 6. Notice of Determination

A Notice of Determination shall be filed with the County of Santa Clara and the State Clearinghouse within 5 (five) working days of final Project approval.

SECTION 3. Site Development Permit Findings (Milpitas Municipal Code Section XI-10-57.03(F))

The City Council makes the following findings based on the evidence in the public record in support of Site Development Permit No. SD23-0012, on file with the Planning Department:

- a. 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 proposed site layout modifications and design, including the new gymnasium building, renovations to the existing structure, and landscaping, are compatible and aesthetically harmonious with the adjacent and surrounding development. The Great Mall features a contemporary architectural design with large-scale structures, extensive parking areas, and landscaped surroundings. The proposed development maintains a cohesive visual appearance across the site, respecting the architectural character of the Metro neighborhood. The design is predominantly modern, characterized by clean lines, glass facades, and thoughtful landscaping, which integrate seamlessly with the surrounding environment. This integration

enhances the overall community aesthetic. Additionally, the new gymnasium's height and footprint are well-aligned with the surrounding commercial structures, ensuring it does not appear disproportionately large or small within the context of the area.

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

The proposed use is consistent with the Milpitas Zoning Ordinance in that a private high school is a conditionally permitted use within the General Commercial (C2) with a Transit Oriented Development (TOD) Overlay (C2-TOD) District and complies with the applicable development standards and parking requirements. As demonstrated in Table 1, the Project generally conforms to the development standards outlined in Municipal Code Section XI-10-6.04. Where the project does not comply with development standards, the Development Agreement (DA) will address and mitigate it.

Table 1: Summary of MMSP and C2-TOD - Development Standards

Development Standard	Required	Proposed	Complies?
Density	Mixed-use: 1.0-5.0 FAR; minimum of 1.0 FAR of office or R&D	51,740 (existing) + 7,883 (new) = 59,623 sf Lot area = 130,680 SF Proposed FAR: 0.46	No, this will be addressed with the DA
Building Height, maximum	275 feet or 18 stories	35 feet	Yes
Front Yard Setback	10 feet min, 20 feet max from the back of the sidewalk	96 feet	No, this will be addressed with the DA
Side Yard Setback (street side), minimum	10 feet min, 15 feet max	120 feet	No, this will be addressed with the DA
Side Yard Setback (Interior) Minimum	10 feet	20 feet	Yes
Rear Yard Setback, Minimum	10 feet	16 feet	Yes

Development Standard	Required	Proposed	Complies?
Vehicular Parking Requirements	Non-residential (non-industrial) 1 space per 1,500 square feet (Minimum Requirement) Maximum Requirement 1 space per 1,000 square feet $74,318 \text{ sf} / 1,000 = 74$	74	Yes
Table 4-2. Bicycle Parking Requirements	Short-Term Parking Requirement 1 space per 20,000 square feet $59,623 \text{ sf} / 20,000 = 3 \times 1 = 3$	96	Yes

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

The proposed Project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 2.

Table 2: General Plan Consistency

Policy	Conformance
<i>LU 1-1:</i> <i>Support a full spectrum of conveniently located residential, commercial, public, and quasi-public uses that support and enhance business development, regional transportation objectives and promote the livability of residential neighborhoods.</i>	Consistent: The Project is located within the incorporated limits of the City of Milpitas and further completes the urban fabric without requiring the expansion of services to unincorporated areas. It contributes additional educational opportunities for residents and will also enhance the City's business reputation by providing the first private high school in the city.
<i>LU 1-6:</i> <i>Ensure adequate school sites by allowing new schools to be located in a variety of compatible land use designations, including residential, commercial, public facilities, and mixed-use designations.</i>	Consistent: The Project is consistent with this policy, as it is located adjacent to the Great Mall, a hotel, several high-density residential neighborhoods, and a mass transit center in a city-planned mixed-use area.

LU 7-4: <i>Support the adaptive reuse, renovation, or redevelopment of aging enters or commercial uses that are no longer viable due to changing market conditions, demographics, or retail trends into areas that support mixed use opportunities.</i>	Consistent: The existing commercial building has been vacant for years, including during the duration of the TASP, and the Project proposes investing at least 20 million dollars to renovate and redevelop the site to support the City’s mixed-use objectives for the area.
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d. The project is consistent with the Milpitas Metro Specific Plan.

Table 3: MMSP Consistency

Policy	Conformance
M 6.2. <i>Safe Routes to School. Work with Safe Routes to School programs to encourage children to walk or bike to school.</i>	Consistent: The Project applicant has been connected to the City’s Engineering staff to establish safe walking routes to this new high school location and the existing elementary school to the south.
ICS 3.7. <i>Require, where reasonable and feasible, that commercial uses, schools, and non-residential mixed-use developments include dual plumbing to enable indoor recycled water use for nonpotable uses to the extent feasible.</i>	Consistent: The Project proposes a recycled water line connection from Falcon Drive to the subject site, which is in conformance with this requirement.
CB 7. <i>Citywide Sustainability Policies. The Milpitas Metro Plan Area is a center of development and change in Milpitas and will serve as an example for the implementation of sustainable building practices in the city. Additional sustainability policies are located in the City of Milpitas Climate Action Plan.</i>	Consistent: The Project will ensure that all buildings on-site are certified Silver, Leadership in Energy and Environmental Design (LEED), and ensure compliance with the CAL Green Code. LEED certification is a globally recognized symbol of sustainability achievement and leadership.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held incorrect, invalid, illegal, or unenforceable, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases or clauses be declared incorrect, invalid, illegal, or unenforceable.

SECTION 5. City Council Approval

The City Council hereby approves Site Development Permit No. SD23-0012 and Environmental Assessment No. EA24-0001 (subject to the Conditions of Approval attached hereto and incorporated herein as **Exhibit “1”**), based on the above findings.

PASSED AND ADOPTED this 13th day of August 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

**SITE DEVELOPMENT PERMIT NO. SD23-0012
ENVIRONMENTAL ASSESSMENT NO. EA24-0001
1323 GREAT MALL DR (APN 086-024-046)**

The City of Milpitas Planning Commission and City Council approve Site Development Permit No. SD23-0012 and Environmental Assessment No. EA24-0001, in accordance with XI-10-57.03 and XI-10-64.02 of the Milpitas Municipal Code, subject to and conditioned upon all applicable State and local laws and regulations and the Conditions of Approval outlined below. This Site Development Permit and Environmental Assessment are to allow the issuance of building permits for the development of a new 7,883-square foot, 35 feet tall gymnasium building and other site improvements on a 3.0-acre lot located at 1323 Great Mall Dr, Milpitas CA 95035. These approvals are subject to all other necessary reviews, approvals, studies, and inspections necessary for such development including for the issuance of building permits or occupancy.

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

General Conditions

1. General Compliance: The Permittee 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. SD23-0012 AND ENVIRONMENTAL ASSESSMENT NO. EA 24-0001** (collectively "Permit") shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed. The Permittee shall develop the site in accordance with the approved Attachments and as modified by these Conditions of Approval.
2. Effective Date: Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the City Council approved this Permit.
3. Acceptance of Permit: Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
 - a. Acceptance of this Permit by Permittee; and
 - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
4. Permit Expiration: Pursuant to Section XI-10-64-06 of the Milpitas Municipal 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 as may be extended under Section XI-10-64-07, or the date of expiration set forth in the Development Agreement, whichever is later. 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.
5. Time Extension: Pursuant to Section XI-10-64.07 of the Milpitas Municipal Code, unless otherwise provided by State law or the Development agreement, Permittee shall have the right to request a one-

time extension of the Permit if the request is made in writing to the Planning Division prior to the expiration date of the approval. (P)

6. Project Job Account: If Permittee's project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee's project 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/E)
7. Notice: Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the Permittee may file a protest has begun under California Government Code Section 66020(d)(1).
8. Cost and Approval: Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the Project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. (ALL)
9. Conditions: Each and every condition set forth in this Exhibit shall apply to the Project and continue to apply to the Project so long as the Project is operating under the permits and approvals in this Resolution. (ALL)
10. Compliance with Laws: The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state and federal laws, rules, regulations, guidelines, requirements and policies. (CAO/P/E/B/F)
11. Previous Approvals: Permittee shall abide and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit.
12. Indemnification: To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents (the "Indemnified Parties") from and against any and all third party claim, action, or proceeding against City and/or the Indemnified Parties to attack, review, set aside, void or annul the City's approval of **SITE DEVELOPMENT PERMIT NO. SD23-0012 AND ENVIRONMENTAL ASSESSMENT NO. EA24-0001**; including any environmental determination made therefore. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, reasonable attorneys' fees, and other reasonable expenses incurred in connection with such claim, action, causes of action, suit or proceeding. The Permittee shall pay to the City upon demand or, as applicable, on a monthly basis to counsel of City's reasonable choosing, amounts owed pursuant to the indemnification requirements prescribed in this condition, provided each such demand or monthly payment request includes reasonably detailed back-up documentation, including invoices and/or receipts, as applicable, for all amounts to be paid. Notwithstanding the foregoing, City shall have the right to redact invoices and/or receipts as necessary to preserve attorney-client privilege. City shall promptly notify the Permittee of any claim, action, or proceeding and shall engage in reasonable efforts to cooperate in the defense. If City fails to so promptly notify the Permittee, or if City fails to engage in reasonable efforts to cooperate in the defense, then the Permittee's

indemnification obligations as set forth in this condition of approval shall thereafter terminate. The Permittee shall not be required to pay or perform any settlement unless the settlement is approved by the Permittee. The above indemnification is intended to be as broad as permitted by applicable law. To the extent the above indemnification is limited by Government Code Section 66474.9, any limitations shall only apply to **SITE DEVELOPMENT PERMIT NO. SD23-0012 AND ENVIRONMENTAL ASSESSMENT NO. EA24-0001**, and the balance of the Permit shall be unaffected by said Government Code section. **(CA)**

13. Certificate of Insurance: Permittee shall provide certificate of insurance and name City as an additional insured in its insurance policies for the Project.
14. Revocation, Suspension, Modification: This Permit may be suspended, revoked or modified in accordance with Section XI-10-63.06 of the Milpitas Municipal Code.
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. 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)**
17. Compliance with Fire Department and California Fire Code: The project shall comply with the requirements of the Milpitas Fire Department and the California Fire Code, as adopted by the City. Changes to the site plan and/or buildings requires review and re-approval by the Fire Department. **(F)**
18. Compliance with Land Development Department. The Project/development shall comply with the requirements of the Engineering Division, as may be amended by the City of Milpitas. **(E)**
19. Compliance with Milpitas Police Department. The Project/development shall comply with the requirements of the Police Department, as may be amended by the City of Milpitas. **(POL)**
20. Conditions of Approval: As part of the issuance of building permits, the Permittee shall include within the first four 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)**
21. Development in Conformance with Approved Plans: The Permittee shall develop the approved project in conformance with the approved plans approved by the Planning Commission on June 26, 2024, in accordance with these Conditions of Approval.

Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, Permittee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**
22. Compliance with Fire Department and California Fire Code: The Project shall comply with the requirements of the Milpitas Fire Department and the California Fire Code as adopted by the City. Changes to the site plan and/or building(s) requires review and approval by the Fire Department. **(F)**

23. Compliance with Building Department: Compliance with California Code of Regulations. The Project shall comply with the requirements of the Building Safety and Housing Department and the California Code of Regulations Title 24 and the Milpitas Municipal Code as adopted by the City. Building permits shall be submitted to and approved by the Building Safety and Housing Department prior to start of construction. All California Code of Regulations Title 24 and Milpitas Municipal Code requirements applicable at the time of building permit application must be met in advance of any building permit approvals or related construction. Changes to the site plan and/or building plan require review and approval by the Building Safety Department. **(B)**

PLANNING DEPARTMENT CONDITIONS

24. Landscape: All approved landscaping shall be permanently maintained and replaced with substantially similar plant material as necessary to provide a permanent, attractive and effective appearance.
25. Signage. Any future proposed signage and/or sign program for the Project shall receive a separate planning permit per the latest City adopted zoning regulations for signs in the City and shall incorporate signage design standards in the Metro Specific Plan as applicable.
26. Per Milpitas Municipal Code XI-10-5.02 - Commercial Use Regulations. A Conditional Use Permit is required to operate Educational institutions (Schools, private (elementary, middle, high) and is addressed in resolution 24-023.
27. Tree Removal: In conformance with the Milpitas Municipal Code, all trees removed from the site that measure 37 inches or greater in circumference at 54 inches above the ground shall be replaced at a 2:1 ratio within the Project site. The size and species of the replacement trees shall be developed in conformance with Sheet L-2.0 of the approved plans. **(P)**
28. Public Art Requirement: Permittee shall comply with the City's Public Art Requirements for Private Development, as set forth in Milpitas Municipal Code Section XI-10-14. Fee shall be no less than one-half of one percent of building development costs and shall be payable at time of building permit issuance, or installation of "Public Art", as defined per MMC Sections V-20-310 and XI-10-14.01. **(P)**
29. Transit Area Specific Plan Development Impact Fee (TADIF)
The TADIF is currently \$32.75 per Commercial square foot for Fiscal Year 2023-2024. Still, the exact TASP fee will be calculated once a tentative or final Certificate of Occupancy is ready for issuance. Based on approval for the development of a new 7,883-square-foot gymnasium, the estimated TADIF for this project is \$ 258,168.25. The TADIF fee accounts for a % of the Parkland Fee, and because the Applicant is paying this fee, no additional Parkland Fee is required. The City's annual budget process automatically adjusts this fee each fiscal year. The Applicant shall pay the fee before issuing a tentative or final Certificate of Occupancy.

ENGINEERING DEPARTMENT CONDITIONS

PRIOR TO CONSTRUCTION PLAN SUBMITTALS

*The following conditions shall be met **prior to** any detailed construction plan check submittals (Building or Engineering, except demolition and rough grade plans), unless otherwise approved by the Director of Engineering/City Engineer. City reserves the right to reject any plan check submittal if any of the following conditions are not met. **(E)***

30. **Modifications:** The Site Development Plan presented to the City Council on 8/13/24 with plan set dated 5/17/24 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.
31. **Solid Waste and Recycling Handling Plan:** Permittee shall submit final Solid Waste and Recycling Handling Plan based upon City's previous comments for City's review and approval by the Solid Waste Program. The Plan shall show calculations of waste generation volumes and how materials will be transferred from the waste generation areas to the trash enclosure/external collection point; demonstrate how recycling, food waste, and yard trimmings shall have a separately maintained process from garbage handling; address other requirements such as waste generation and compactor sizing, chute shut-off and property management responsibility for bin management and litter control; outreach and education to tenants/occupants, and procure sufficient service frequency based upon waste generation calculation volumes.
32. **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.
33. **Recycle Water Cross-Connection Specialist:** In order to comply with the California Code of Regulations Title 17 and 22, and for timely plan approval by the California State Water Resources Control Board/Division of Drinking Water as well as by the South Bay Water Recycling, Permittee must hire a certified cross-connection specialist for their consultation as to irrigation water system design and construction phasing. The name and contact information of the certified cross-connection specialist shall be provided on all landscape submittal plans.
34. **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.
35. **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.
36. **Coordination with other Projects:** Permittee shall coordinate designs with XXX in advance prior to any plan submittal.

PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE

*The following conditions shall be addressed as part of the off-site improvement plan review and shall be met **prior to** encroachment permit issuance, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

37. **Concurrent Off-site Plan Reviews:** Permittee shall submit separate off-site improvement plans for City's review and approval by the Engineering Department.
38. **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. Transit Area Specific Plan design guidelines: (http://www.ci.milpitas.ca.gov/_pdfs/engDesignGuidelines/en_dg_vi_transitAreaSpecific.pdf); and
 - d. Americans with Disabilities Act (ADA) requirements, where applicable.
39. 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.
40. 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.
41. 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.
42. 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.
- a) Installation of separate water service tap, meter, and reduced-pressure detector assembly for and the dedicated fire service lateral to the new gym building.
 - b) Installation of separate dedicated 6” sanitary sewer lateral and cleanout to the new gym building.
 - c) Installation of radio-transmitted water meters with a meter antenna, any repeaters or transmitters as needed with dedicated power supplies at no cost to the City at locations acceptable to the City to ensure accurate and timely reception of meter readings. Permittee shall execute a recorded instrument providing dedicated space, access rights and dedicated power supplies to the City for operation/maintenance/repair/replacement of subject radio antenna. Pursuant to the Milpitas Municipal Code, water and sewer charges will begin to accrue upon installation of the meters.
 - d) Installation of new recycled water service lateral and meter from the existing recycled water main stub on Falcon Drive to the adjacent property at 341 Great Mall Parkway. The private service lateral beyond the water meter is to run to the project property. A private recycled water easement shall be dedicated for the segment of the lateral on the 341 Great Mall Parkway property if this property has a different owner than the project property.
 - e) Installation of new fire hydrant and service lateral on Great Mall Drive.
43. Abandonment of Existing City Utilities: Permittee shall cap, abandon or remove any unused existing public utilities based upon City’s Abandonment Notes and to the City’s satisfaction.
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. Easements on the Building Permit Plans: Permittee shall depict all existing easements to remain based upon current preliminary title report and depict new easements on applicable building permit plans.
48. Improvement Agreement and Securities: Permittee shall execute an Improvement Agreement and provide improvement securities in accordance with MMC Title XI, Section 17, and submit all other supplemental documents as stipulated in the Improvement Agreement (such as certificate of insurance).
49. Stormwater Facility Operation & Maintenance Plan: Permittee shall incorporate design details into applicable construction plans in accordance with City approved Storm Water Control Plan (SWCP). Permittee shall also submit Stormwater Facility Operation & Maintenance Plan that describes operation and maintenance procedures needed to ensure that treatment Best Management Practices (BMPs) and other storm water control measures continue to work as intended and do not create a nuisance (including vector control).
50. Stormwater Management Facilities O&M Agreement: Permittee shall execute and record a Stormwater Management Facilities Operation and Maintenance (O&M) Agreement associated with the SWCP O&M Plan, including perpetual maintenance of treatment areas/units, as reviewed and accepted by the Engineering Department. The subject O&M Agreement shall be referenced in the CC&Rs, if applicable.
51. 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.
52. Recycle Water Approval: Permittee shall use recycled water for landscape irrigation purpose, except for the interior courtyard/podium areas within the building footprint where the potable water shall be used for irrigation. Permittee shall comply with California Code of Regulations (CCR), Title 22, Division 4, Chapter 3, titled "*Water Recycling Criteria*", CCR, Title 17, Division 1, Chapter 5, Subchapter 1 titled "*Drinking Water Supply*" and all other recycled water regulations as listed under the publication titled "*California Department of Public Health Regulations Related to Recycled Water June 18, 2014*". Permittee shall obtain approval from the California State Water Resources Control Board/Division of Drinking Water, South Bay Water Recycling and the City for recycled water design, including but not limited to on-site irrigation design, based upon South Bay Water Recycling Guidelines and City of Milpitas Supplemental Guidelines. All landscape plants shall be compatible with recycled water.
53. 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.

54. 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.
55. Recycling Report Prior to Demolition Permit Issuance: Permittee shall submit Part I of a Recycling Report on business letterhead to the Building Department, for forwarding to the Engineering Department for review and approval. The report shall describe the following resource recovery activities:
- What materials will be salvaged.
 - How materials will be processed during demolition.
 - Intended locations or businesses for reuse or recycling.
 - Quantity estimates in tons (both recyclable and for landfill disposal). Estimates for recycling and disposal tonnage amounts by material type shall be included as separate items in all reports to the Building Division before demolition begins.
- Permittee shall make every effort to salvage materials for reuse and recycling, and shall comply with the City's demolition and construction debris recycling ordinance.
56. Recycling Report Prior to Building Permit Issuance: Permittee shall submit Part II of the Recycling Report to the Building Department, for forwarding to the Engineering Department. Part II of the Recycling Report shall be supported by copies of weight tags and/or receipts of "end dumps." Actual reuse, recycling and disposal tonnage amounts (and estimates for "end dumps") shall be submitted to the Building Department for approval by the Engineering Department prior to inspection by the Building Department.
57. Flood Plain Management: This project is in the Flood Zone "AO" with 1' average flood depth, therefore, Permittee shall comply with all applicable flood protection criterion required by the Federal Emergency Management Agency (FEMA) and MMC Title XI, Chapter 15. Permittee shall also submit a Flood Study for the Project demonstrating, to the satisfaction of the City Engineer, that the proposed development has no adverse impact to the surrounding flood plain within the Special Flood Hazard Area (SFHA) and to the flood carrying capacity of the area. The study should include cumulative effects of existing and proposed developments demonstrating the combined effects will not increase the water surface elevation of the Base Flood Elevation (BFE) more than one foot at any point. For the AO Flood Zone, the flood study is required to establish the BFE, and set the building elevation accordingly. The flood study shall be consistent with the requirements in accordance with Title 44 of the Code of Federal Regulations by establishing a hydraulic model and HEC-RAS. The study shall clearly identify the lowest floor elevation as being either the bottom of garage, bottom of first floor residential units, bottom of elevator pit, etc. and shall be completely elevated out of the SFHA.
58. Development Fees: Permittee shall pay the following development fees. The information listed in items "a" through "h" are based upon current fee rates; however, those fee rates are subject to change. The exact fee amount shall be determined at the time of building permit fee payment.
- Storm water connection fee at \$21,562/acre for commercial.
 - Water connection fee at \$5.97/gpd for commercial, based upon increased water usage.
 - Sewer connection fee at \$8.52/gpd for commercial, based upon increased average wastewater flow.
 - 3.8% of applicable fees in accordance with City Resolution No. 8969 as Permitting Automation Fee.
 - FEMA Flood Zone Designation Letter fee in the amount of \$100.00 each.
59. Licensing Agreement: The Property Owner shall enter into a licensing agreement with the City to allow the proposed onsite recycled water service lateral to cross through any onsite public easement on the project property and/or the neighboring property at 341 Great Mall Parkway.

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)*

60. 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.
61. 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. Developer shall notify SBWR 7 days in advance to schedule attendance of SBWR inspector during Cross-connection Test.
62. 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.
63. 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.
64. 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 by the Director of Engineering/City Engineer.*

65. Completion of Public Improvements: Permittee shall complete all public improvements, including but not limited to fire service and sanitary sewer laterals for the new gym building, recycled water service connection for the property, new fire hydrant, removal of unused utility service laterals and connections, and appropriate pavement repairs along Great Mall Parkway, as shown on City approved plans.
66. Elevation and Flood Proofing Certificate: Permittee's civil engineer shall submit Elevation and Flood Proofing Certificate for the lowest finished floor elevation of each building for City record.
67. Landscape Certificate of Completion: Permittee shall submit a Certificate of Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.
68. Certificate of Cross-Connection: Permittee shall ensure that the cross-connection specialist complete the required recycled water construction inspection checklist, cross connection test results and any special inspection checklist as required by the South Bay Recycling Program <http://www.sanjoseca.gov/index.aspx?NID=1595> and forward them to the City.
69. 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.

70. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit.

FIRE DEPARTMENT CONDITIONS

The notes listed below will apply to ALL buildings and site, unless specifically identify for one particular building or area.

71. Please do not consider this review as an approval for construction from the Fire Department. The plans submitted are not reviewed nor approved for conformance to the California Building Code (CBC), California Fire Code (CFC) and the Milpitas Municipal Code (MMC). These notes are a general list of the applicable code requirements (2022 Edition), but not limited to, and are provided to assist with the construction permit process.
72. To determine the acceptability of technologies, processes, products, facilities, materials, and uses attending the design, operation or use of a building or premises subject to inspection by the Fire Code Official, the Fire Code Official is authorized to require the owner or agent to provide, without charge to the jurisdiction, a technical opinion(s), plan review(s) and/or report(s). CFC Section 104.7.2
73. Fire Department access. Fire Department apparatus and staff access shall be provided to all buildings and site. Detailed review will be done during construction permit process. CFC Section 503
- a. A Minimum of two independent and approved (approved by the Fire Code Official) means of fire apparatus access shall be provided for the site. Buildings or facilities exceeding 30 feet (9144 mm), or three stories in height, or 50,000 square feet (5760m²) shall be provided with at least two means of fire apparatus access for each structure. 2022 CFC, Section D104.1, adopted and amended by MMC V-300-2.186
 - b. Fire apparatus access roads shall meet the Milpitas Fire Department turning radii guidelines and shall provide continuous apparatus travel. Turning radii for fire apparatus access roads shall be a minimum net clearance of 48 feet 6 inches for the outside radius and 28 feet 0 inches for the inside radius. The layout for the outside and the inside radius shall be from the same reference point (center). CFC Section 503
 - c. Fire apparatus access roads shall provide a minimum clear width of 26 feet. This requirement is for the use and function of a fire ladder apparatus. CFC, Appendix D, Sections D103.1 and D105.2, adopted and amended by Milpitas Municipal Code. MMC V-300-2.185 and 2.188
- Townhome style buildings: 22 feet in width drive is acceptable, provided the structures above provides a continuous clear finish dimension of not less than 26 feet centered on the drive.
Note, fire apparatus turning, and access requirements noted herein this document shall be met.
- d. 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. When there is a dead-end condition, means for fire apparatus turn-around shall be provided.
 - e. Adjacent Access. No source of access from lands adjoining a property to be developed shall be considered unless there is obtained the irrevocable and unobstructed right to use same. CFC Section 503.7, added by MMC V-300-2.56

- f. Fire access roads shall be paved (concrete and/or asphalt cement, or other concrete type pavement approved by the Fire Dept.). Fire apparatus access roads/lanes and emergency vehicle 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. Design criteria shall be based on the City of Milpitas fire apparatus Sutphen S95 Aerial Platform unit. Please contact the Fire Prevention Division if specifications are needed. CFC Section 503.2.3
- g. Ground structures (including landscape) and building projections shall not encroach or impede the fire apparatus access requirements. CFC Section 503.4
- h. Emergency Vehicle Access (EVA) roads, when required, shall meet the fire department site access requirements specified herein this document. CFC Section 503
- i. No parking in fire access roads. The required access road shall be designated and clearly marked as a fire lane. The designated fire lane shall be identified as set forth in Section 22500.1 of the Vehicle Code. The designation shall be indicated (1) by a sign posted immediately adjacent to, and visible from, the designated place clearly stating in letters not less than one inch in height that the place is a fire lane, (2) by outlining or painting the place in red and, in contrasting color, marking the place with the words "FIRE LANE", which are clearly visible from a vehicle, or (3) by a red curb or red paint on the edge of the roadway upon which is clearly marked the words "FIRE LANE". CFC Section 503.3

Minimum marking shall be pole signage and red curb with "FIRE LANE – CVC 22500.1" stencil. Signage and red curbs shall be done throughout and as needed to clearly identify the no parking zones.

- j. Fire Protection. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction. Combustible construction shall not begin until water mains and hydrants are operational and fire apparatus access roads are installed (paved). CFC Section 501.4
 - k. 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.
74. Fire Protection Water Supply (hydrants, on-site and public).
- a. An approved water supply (hydrants on-site and public) capable of supplying the required fire flow for fire protection shall be provided upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Water supply shall meet the Fire Code and the City of Milpitas Engineering Division water supply guidelines and the CFC Section 507, Appendix B and Appendix C. Fire flow reduction as noted in the Appendix B of the Fire Code is not permitted, CFC Section B103.2.

- b. Water System Calculations Requirements. Private fire service mains and appurtenances shall be designed and installed in accordance with the City of Milpitas Engineering design guideline requirements and the NFPA 24. Design calculations and all the necessary design information for the water system to meet the domestic and fire flow requirements as per the City of Milpitas Engineer Division water design requirements shall be provided as part of the construction permit process. CFC Section 507

The minimum water flow at the worst-case hydrant outlet within the private system shall be not less than 1,875gpm.

- c. The location and quantity of hydrants will be evaluated during the construction permit process. This applies to the on-site private streets as well as to the public streets. CFC Section 507.5
- d. Hydrant for automatic fire sprinkler and or standpipe systems. Buildings equipped with an automatic fire sprinkler system and or a standpipe system installed in accordance with Sections 903 and or 905 shall have a fire hydrant within 50 feet of the fire department connections. CFC Section 507.1.1, amended by MMC Section V-300-2.61
- e. Private hydrants shall have the bottom 6 inches of the hydrant painted, with a weather resistive paint, white in color. CFC Section 507.5.7, added by MMC V-300-2.62
- f. No parking is permitted in front of fire hydrants. Hydrants located on streets (Public or Private Street) shall have an unobstructed clearance of not less than 30 feet per CA Vehicle Code 22514. Provide stripping per CA Vehicle Code 22500.1. CFC Section 507.5.4

75. Fire service water laterals for building sprinkler systems.

- a. Each building shall have a fire service water laterals for the automatic fire sprinkler system and shall meet the California Fire Code requirements of Chapter 9 and the NFPA 13 and other applicable Standards. Note, the utilities drawings provided are not reviewed nor approved for construction. CFC Section 912.1
Sheet TM5.1. The water line connections for 6"W and 8"SS shall be evaluated during the construction.
- b. The location of the FDC's/PIV's (fire department connection/post indicator valve) shall be at a readily visible and accessible location off the fire access road and approved by the Fire Code Official. FDC's/PIV's shall not be located behind parking stalls nor behind any other obstruction. Final review for location for the FDC's/PIV's will be conducted during the construction permit process. CFC Section 912.2
- c. FDC/PIV Signage. A metal sign with raised letters at least 1 inch in size shall be mounted on all fire department connections. Signage shall be reflective, weather resistive and approved by the Fire Code Official. CFC Section 912.5
- d. Backflow Protection. Potable water supply to the automatic sprinkler and/or the standpipe systems shall be protected against backflow as required by the Health and Safety Code section 13114.7 and the City of Milpitas Utilities Engineering Division. CFC Section 912.6
- e. Automatic fire sprinkler riser location. The fire sprinkler system riser shall not be located within electrical rooms or storage closets and shall be provided with clear access and working clearance. California Fire Code Section 903.3.5.5, added by MMC Section V-300-2.66

76. 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. CFC Section 504.6, added by MMC Section V-300-2.59

77. Premises Identification. 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. Address numbers shall be Arabic numerals or alphabet letters and shall be consistent with Milpitas standardized addressing guidelines. CFC Section 505

The Fire Dept. may require the installation of address numbers at multiple building locations. CFC Section 102.9

78. All required addresses shall be illuminated. CFC Section 505.3, added by MMC V-300-2.60

79. Fire Dept. emergency Key Box (Knox Box, Knox locks, Knox electric switches, etc.). The Fire Code Official is authorized to require a key box(es) to be installed in an approved location(s) if necessary for lifesaving or firefighting purpose. Quantify and location shall be as directed by the Fire Code Official. CFC Section 506

Locked mechanical closets, electrical closets, fire alarm closets, sprinkler riser closets, etc. will need a Fire Dept. approved lock or "Knox" key box.

80. Building/Structure Requirements.

a. The buildings shall be provided with an automatic fire sprinkler system in conformance with the NFPA 13 Standards. System type will depend on building/structure construction type and area analysis. California Fire Code Section 903.3

b. All valves controlling the water supply for the automatic sprinkler system shall be electrically supervised by a listed fire alarm control unit. CFC 903.4

c. Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station. CFC Section 903.4.1

d. Portable fire extinguishers shall be selected, installed, and maintained in accordance with CFC Section 906.

e. All new installations of sprinkler systems shall preclude sprinkler test and system drain water from discharging into the storm drain; provisions to direct water to the sanitary sewer or landscape or other approved means shall be provided. Sprinkler system design shall include the proposed method for drainage of sprinkler system discharge. Storm Water Pollution Regulations

f. Fire alarm system(s) shall be zoned as per the requirements of the CFC Sections 907.6.3 and 907.6.4.

g. Fire alarm panel (or fire alarm annunciator panel) shall be located in a readily accessible location and shall be provided with the necessary access and working clearance as required by the CA

- h. Fire alarm monitoring (Approved supervising station - UL, or FM approved). Fire alarm systems required by the Fire Code or by the California Building Code shall be monitored by an approved supervising station in accordance with the NFPA 72. CFC Section 907.6.6
- 81. Complete plans and specifications for all aspects of fire protection systems shall be submitted to the Fire Department for review and approval prior to system installation. CFC Section 901.2

POLICE DEPARTMENT CONDITIONS

- 82. Parking Lot Signage: Parking lot areas shall have postings with appropriate signs per California Vehicle Code Section 22658(a) to assist in removal of vehicles at the property owners'/employer's request. **(PD)**
- 83. No Trespassing Signage: "No Trespassing/Loitering" signage shall be posted at the entrances of parking lots placed in conspicuous areas. Signs shall be at least 2'x1' in overall size, with white background and black 2" high letters. **(PD)**
- 84. Accessibility: An up-to-date map of the interior floor plan shall be provided to the Police Department. The map shall minimally identify the locations of each room, entry/exit points, storage areas, locations of security cameras, etc. **(PD)**
- 85. Convex Mirrors: Large convex mirrors shall be installed at the ends of each floor level and/or hallway making users open to visual scrutiny. **(PD)**
- 86. Knox Boxes: Any and all areas controlled by electronic security devices (i.e. key fobs, access cards, keypads, etc.) shall have Knox boxes installed near such access points with the Knox boxes containing the appropriate security devices to gain entry. If access points are controlled by keypads, management shall provide the Police Department with the needed code(s) and regularly update the Police Department if such code(s) change. **(PD)**
- 87. Security: A security camera system shall be required for the facility with coverage at all access points into the business. Additionally, the security camera system shall cover the parking lot area to have the clarity necessary to identify an individual vehicle, etc., and have a field of view to maximize the area of coverage. Security cameras shall also cover any enclosed playground area. **(PD)**
- 88. Security Footage: The security camera system shall be recorded, and the recording shall be maintained for a minimum of one (1) week and be made available to the Police Department upon request. **(PD)**
- 89. Child Safety Locks: Child safety locks shall be placed on all interior/exterior doors and windows in areas designed for pre-school/Pre-K and elementary students to provide additional safety and security for attending children. **(PD)**
- 90. Current Photographs: Current photographs of all children enrolled and a parent contact (address, phone numbers, etc.) list at Stratford School shall be maintained. Permittee shall provide the Police Department with photographs and contact lists when requested for specific law enforcement purposes, such as, but not limited to, missing person investigations and custodial abduction cases. **(PD)**
- 91. Alert Systems: Door chime/alert systems shall be installed on exterior doors in order to notify employees of persons entering and exiting the facility. **(PD)**

92. Emergency Notification: Permittee shall file an emergency notification form with the Police Department so law enforcement can contact Permittee in the event of any major accident, emergency, or unforeseen circumstance. **(PD)**
93. Fire Extinguishers: Permittee shall always have fire extinguishers on site during normal business hours. **(PD)**

CONDITIONS OF APPROVAL

LEGEND

P = Planning Department
B = Building Department
E = Engineering Department
F = Fire Department
H = Housing Division
CAO = City Attorney's Office
ALL = All Reviewing Departments

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

Mitigation Monitoring and Reporting Program (MMRP)

The Mitigation Monitoring and Reporting Program (MMRP) has been prepared in conformance with Section 21081.6 (a)(1) of the California Environmental Quality Act (CEQA) to be adopted at the time that the Lead Agency determines to carry out a project for which an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to ensure that the mitigation measures identified in the IS/MND are fully implemented.

This MMRP describes the procedures for the implementation of the mitigation measures adopted for the Project. The City of Milpitas Planning Department and staff of other City Departments shall be responsible for administering the MMRP activities or delegating them to consultants, or contractors. The Monitoring or Enforcing Agencies identified herein, at their discretion, may require a project applicant or operator to pay for one or more independent environmental monitor(s) to be responsible for monitoring implementation of mitigation measures (e.g., City building inspector, project contractor, certified professionals, etc., depending on the requirements of the mitigation measures) required of project applicants or operators. Monitors would be hired by the City or by the applicant or operator at the City's discretion.

Each mitigation measure is identified in **Table 1, Mitigation Monitoring Program Matrix**, and is categorized by environmental topic and corresponding number with identification of:

- The Implementing Party or Agency – this is in most cases, the applicant for individual projects who will be required to implement most of the measures.
- The Enforcement and Monitoring Entity – this is the entity or entities that will monitor each measure and ensure that it is implemented in accordance with this MMP.
- Monitoring Phase and Monitoring Actions – this is the timeframe that monitoring would occur and the criteria that would determine when the measure has been accomplished and/or the monitoring actions to be undertaken to ensure the measure is implemented.

Table 1
Mitigation Monitoring Program Matrix

Mitigation Measure	Monitoring Phase and Monitoring Actions	Implementing Party	Enforcement and Monitoring Entity
Impact – Air Quality			
MM AQ-1: The following BAAQMD Basic Best Management Practices for Construction-Related Fugitive Dust Emissions shall be implemented: • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. • All haul trucks transporting soil, sand, or other loose material off-site shall be covered. • All visible mud or dirt track-out onto adjacent roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. • All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph. • All trucks and equipment, including their tires, shall be washed off prior to leaving the site. • Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a 6- to 12-inch layer of compacted layer of wood chips, mulch, or gravel. • Publicly visible signs shall be posted with the telephone number and name of the person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's General Air Pollution Complaints number shall also be visible to ensure compliance with applicable regulations.	Prior to issuance of grading permits	Project Applicant	City of Milpitas Building Safety and Housing Department.
Impact - Biological Resources			
MM BIO-1: In the event that ground disturbing activities or removal of any trees, shrubs, or any other potential nesting habitat that are associated with the Project are scheduled to occur within the avian nesting season (from January 1 through August 31), a qualified biologist retained by the City shall conduct a pre-construction clearance survey for nesting birds within three days prior to any ground disturbing activities. The biologist conducting the clearance survey shall document the negative results if no active bird nests are observed on the Project Site during the clearance survey with a brief letter report indicating that no impacts to active bird nests would occur before construction can proceed. If an active bird nest is discovered during the pre-construction clearance survey, construction activities shall stay outside of a 100-foot buffer around the active nest. Encroachment into the buffer shall occur only at the	Prior to issuance of grading or building permits	Project Applicant	City of Milpitas Planning Department.

Mitigation Measure	Monitoring Phase and Monitoring Actions	Implementing Party	Enforcement and Monitoring Entity
discretion of the qualified biologist. Any activities requiring the removal of a tree with an active bird nest shall halt until nesting activity seasons, which would be determined by the qualified biologist. The biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Results of the pre-construction survey and any subsequent monitoring shall be provided to the City of Milpitas, California Department of Fish and Wildlife, and other appropriate agencies. This requirement shall be indicated on the site improvement plan and specifications for verification by the City of Milpitas prior to the initiation of construction activities.			
Impact – Cultural Resources			
MM CUL-1: If archaeological resources are encountered during ground-disturbing activities, work in the immediate area shall be halted and an archaeologist meeting the Secretary of Interior's Professional Qualification Standards for archaeology in either prehistoric or historic archaeology shall be contacted immediately to evaluate the find. If the resources are Native American human remains, the County Coroner and the Native American Heritage Commission shall be contacted as mandated by law. If necessary, the evaluation may require preparation of archaeological testing for California Register of Historical Resources (CRHR) eligibility. Results of the archaeological testing shall be reviewed and approved by the qualified archaeologist. If the discovery proves to be significant under CEQA and cannot be avoided by the Project, additional work may be warranted, such as data recovery excavation, and, if so, shall be identified by the archaeologist to mitigate any such significant impacts to cultural resources, if identified.	Prior to Project approval.	Project Applicant	City of Milpitas Planning Department.
Impact – Geology and Soils			
MM GEO-1: In the event that paleontological resources are discovered all construction activities shall halt within 50 feet of the discovery and a Paleontological Resource Mitigation Plan shall be prepared by a qualified paleontologist to address assessment and recovery of the resource. A final report documenting any found resources, their recovery, and disposition shall be prepared in consultation with the Project Applicant, and a copy of the report shall be provided to the City of Milpitas Planning Division.	Prior to Project approval.	Project Applicant	City of Milpitas Planning Department.
Impact – Greenhouse Gases			
MM GHG-1: Prior to the issuance of a building permit, the Project Applicant shall demonstrate compliance with relevant and applicable measures of the CAP Update by preparing and implementing a project-specific consistency review checklist. The City shall review this consistency review checklist as part of the Project plan review. The consistency review checklist shall outline feasible, effective and applicable measures that will be required for the Project. Applicable and effective measures in reducing Project GHG emissions include, but are not limited to, the following:	Prior to issuance of grading and building permits	City of Milpitas	City of Milpitas Planning Department

Mitigation Measure	Monitoring Phase and Monitoring Actions	Implementing Party	Enforcement and Monitoring Entity
- Utilize the latest energy-efficient construction equipment, when feasible; - Install Energy Star appliances; - Install on-site renewable energy, such as solar panels; - Provide on-site electric vehicle charging stations and associated infrastructure; and - Install water-efficient irrigation systems capable of using reclaimed water, when available.			
Impact – Tribal Cultural Resources			
See MM CUL-1 above.	Prior to grading and building permit issuance.	Project Applicant	City of Milpitas Building Safety Department City of Milpitas Engineering Department



MILPITAS PLANNING COMMISSION STAFF REPORT

June 26, 2024

APPLICATION:

NEW PRIVATE MIDDLE/HIGHSCHOOL SCHOOL – 1323 GREAT MALL DR. —UP23-0008, SD23-0012, EA24-0001, and DA24-0001: A request for a Conditional Use Permit, Site Development Permit, Environmental Assessment, and Development Agreement to allow the operation of a new private middle/high school (Stratford Preparatory School) in an existing 51,740 square foot, two-story office building, and the development of a new 7,883-square foot, 35 feet tall gymnasium building and other site improvements on a 3.0-acre lot located at 1323 Great Mall Dr, Milpitas CA 95035. In accordance with the California Environmental Quality Act (CEQA), the City has prepared an Initial Study/Mitigated Negative Declaration for the proposed project pursuant to CEQA Guidelines Section 15064 and Public Resources Code Sections 21080(d) and 21082.2(d), and a Development Agreement to provide certainty to the applicable development standards.

RECOMMENDATION:

Staff recommends that the Planning Commission conduct a public hearing and adopt Resolution No. 24-021, recommending that the City Council approve SD23-0012, EA24-0001, and DA24-001, and Resolution No. 24-023, recommending that the City Council approve UP23-0008, based on the findings and subject to the Conditions of Approval.

PROJECT LOCATION:

Address and Assessor's

Parcel Number (APN):

Area of City:

1323 Great Mall Dr, Milpitas, CA 95035 (APN 086-024-046)

Milpitas Metro Specific Plan (MMSP): Great Mall Subdistrict.

PEOPLE:

Project Applicant/ Architect: Jeremy Theodore, Inhabit Design

Property Owner: STORE Master Funding IV, LLC

Project Planner: Avery Stark, Acting Senior Planner

LAND USE:

General Plan Designation: Milpitas Metro Specific Plan

Specific Plan: Milpitas Metro Specific Plan – MMSP – Great Mall Subdistrict

Zoning District: General Commercial (C2) with a Transit Oriented Development (TOD) Overlay (C2-TOD)

ENVIRONMENTAL: In accordance with the California Environmental Quality Act (CEQA), the City has prepared an Initial Study/Mitigated Negative Declaration for the proposed project pursuant to CEQA Guidelines Sections 15064, 15070, 15071, and 15370.

EXECUTIVE SUMMARY

The City of Milpitas received an application from Jeremy Theodore of Inhabit Design (applicant) requesting a Conditional Use Permit, Site Development Permit, Environmental Assessment, and Development Agreement to allow the operation of a new private middle/high school (Stratford Preparatory School) in an existing 51,740-square foot, two-story office building, and the development of a new 7,883-square foot, 35 feet tall gymnasium building and other site improvements on a 3.0-acre lot located at 1323 Great Mall Dr, Milpitas CA 95035.

The proposed school would serve up to 500 students and include 41 classrooms (general/biochemistry/art/physical engineering), eight offices, four media common rooms, a library, and a theater. The proposed Project also includes exterior alterations to the building façade, including a new 7,883-square-foot gymnasium, an outdoor play area, and various site improvements. Additionally, the Project would include supporting components, such as a new trash enclosure and a 14,695-square-foot artificial turf playfield to the west of the new gymnasium building.

The proposed Project requires three entitlements, as follows:

- Site Development Permit No. SD23-012: To allow the development of a new 7,883-square-foot gymnasium, up to 35 feet in height, and associated site improvements on a 3-acre parcel; and
- Conditional Use Permit No. UP23-0008: To allow the operation of a private middle/high school within an existing building; and
- Development Agreement No. DA24-0001: To provide certainty as to what development standards apply to this project.

The City prepared Environmental Assessment No. EA24-0001 and an Initial Study/Mitigated Negative Declaration (IS/MND) with the associated traffic analysis in accordance with CEQA to determine the potential impacts on the environment and establish CEQA compliance.

Staff has found that the required entitlements generally comply with the policies, standards, and processes outlined in the City of Milpitas 2040 General Plan, the Milpitas Metro Specific Plan (MMSP), the Zoning Ordinance, and other provisions of the Milpitas Municipal Code (MMC). Staff recommends that the Planning Commission conduct a public hearing and adopt Resolution No. 24-021, recommending that the City Council approve SD23-0012, EA24-0001, and DA24-001, and Resolution No. 24-023, recommending that the City Council approve UP23-0008, based on the findings and subject to the Conditions of Approval.

BACKGROUND

History

The subject site contains an existing two-story, 51,740-square-foot building, originally constructed in 2002. The office building has been vacant for many years and is surrounded by a paved surface parking lot with 183 uncovered parking spaces.

On June 3, 2008, the City Council adopted the Transit Area Specific Plan (TASP). The Plan encompassed 437 acres and envisioned the development of 7,109 dwelling units, 287,075 square feet of retail space, 993,843 square feet of office and industrial park space, and 350 hotel rooms. The Plan included development standards, goals, and policies to guide development within the Plan area. Because of the unique physical characteristics of various portions of the TASP, the Plan also established seven subdistricts, each with specific goals and policies to accommodate those unique characteristics.

On February 7, 2023, the City adopted the Milpitas Metro Specific Plan (MMSP) to replace the TASP. The MMSP increases the Plan Area from approximately 437 acres to approximately 510 gross acres and includes annexations on the east and west sides of the original Plan Area. The long-term focus of this work is to continue and accelerate the transformation of this area from industrial and auto-oriented to a vibrant, connected, and fully developed transit-oriented neighborhood.

On July 28, 2023, the applicant submitted an application requesting a Conditional Use Permit, Site Development Permit, Environmental Assessment, and Development Agreement to allow the operation of a new private middle/high school (Stratford Preparatory School) in an existing 51,740 square foot, two-story office building, and the development of a new 7,883-square foot, 35 feet tall gymnasium building and other site improvements on a 3.0-acre lot located at 1323 Great Mall Drive.

PROJECT DESCRIPTION

Overview

The Project site contains a vacant two-story, 51,740-square-foot building that previously operated as Lightwaves, an optical instrument and components manufacturer. The applicant proposes establishing a Stratford Preparatory School for students from grades 6-12, intending to transition to grades 9-12 in the future, with a maximum capacity of 500 students.

To prepare the building for the proposed use, the applicant plans to remodel the existing structure to include 16 general and 11 specialty classrooms (four bio/chem, two physics, one computer science, one graphic arts, two arts, and one music). The Project scope also includes exterior alterations to the building façade. Additionally, 117 of the existing parking surface parking spaces in the southwest corner of the Project site will be demolished to construct a new 7,883-square-foot gymnasium, a new trash enclosure, a 14,695-square-foot artificial turf playfield located to the west of the new gymnasium, and various site improvements. The new gymnasium will support gym

activities such as basketball and volleyball, and a row of retractable bleachers for 200 spectators on one side only, as support locker rooms, gym storage, a gym office, and toilets will be located nearby in the SW corner of the existing building.

The project site is zoned General Commercial (C2) with a Transit Oriented Development (TOD) Overlay (C2-TOD), which requires the approval of a Conditional Use Permit for private schools. The application is submitted pursuant to Milpitas Municipal Code (MMC) Section XI-10-57.04(B)(1), which requires Planning Commission approval for Conditional Use Permits. The purpose and intent of the Conditional Use Permit process is to provide a review of land uses which would not otherwise be permitted as a matter of right in a zoning district because of their nature, have an impact on the surrounding environment, and for the determination of whether or not the proposed use is appropriate for its proposed location.

The application is also submitted pursuant to MMC Table XI-10-57.03-1 and Section XI-10-57.03(C), which require a Site Development Permit for a new accessory building over 2,500 square feet, as well as any minor exterior building changes provided the project complements the colors, materials, and design of the existing building.

Location and Context

The Project is located on a 3.0-acre site in the General Commercial (C2) zoning district with a Transit Oriented Development (TOD) Overlay (C2-TOD). The site is also located within the Milpitas Metro Specific Plan (MMSP) area and part of the Great Mall Subdistrict. The specific plan designation is Business Park Research & Development, Limited Residential (BPRD-R) and the planned implementing zoning district of that designation is BPRD-R (BPRD-R). However, the Project site has not been rezoned yet. As such, the current zoning designation, General Commercial (C2-TOD) remains in place. The Great Mall surrounds the site to the north, the existing Stratford School to the south, hotel use to the east, and multi-family residential uses and vacant land to the west. Map 2 shows the existing zoning around the project site, and Table 1 shows the General Plan land use designations and zoning for the project site and surrounding area.

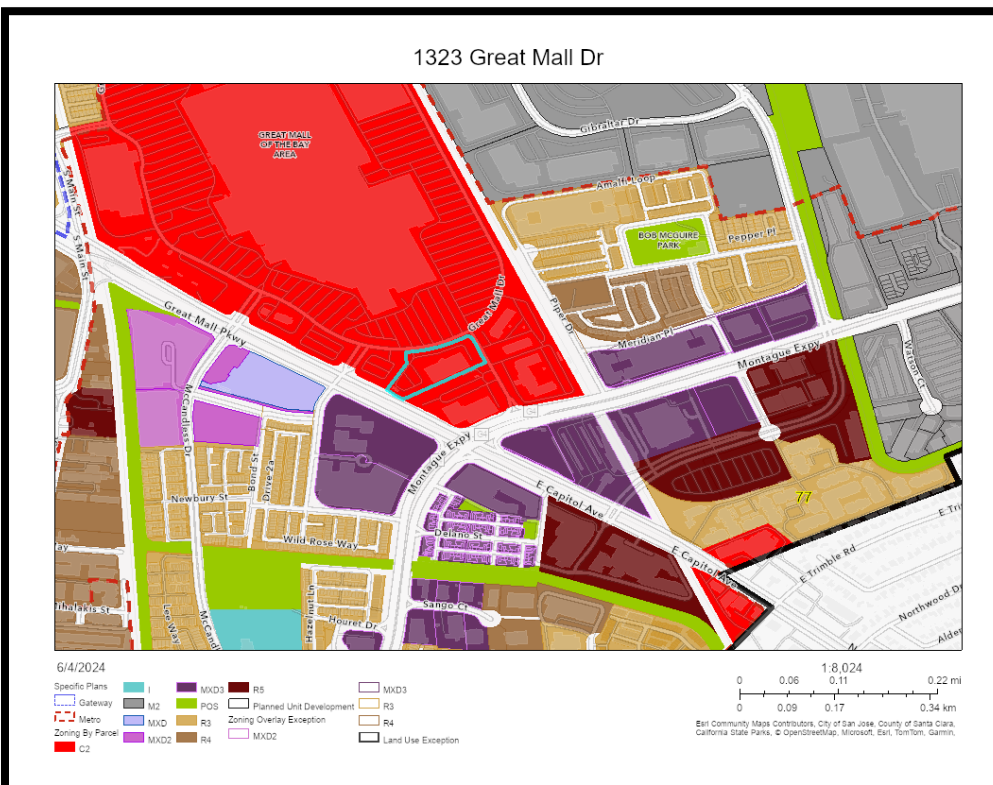
Table 1: Surrounding Zoning and Land Uses

	General Plan	Zoning	Uses
Subject Site	Milpitas Metro Specific Plan	General Commercial (C2)	Proposed Stratford School (private middle/high school)
North	Milpitas Metro Specific Plan	General Commercial (C2)	St. John The Baptist Catholic Church
South	Milpitas Metro Specific Plan	General Commercial (C2)	Existing Stratford School (private elementary school)
East	Milpitas Metro Specific Plan	General Commercial (C2)	TownePlace Suites Milpitas Silicon Valley
West	Milpitas Metro Specific Plan	Mixed-Use (MXD-3)	Eleanor (multi-family residential)

Figure 1 – Aerial Map



Figure 2 – Zoning Map



PROJECT ANALYSIS

This section will evaluate elements of the proposed Project for conformance with the Milpitas 2040 General Plan, the Milpitas Metro Specific Plan (MMSP), the Zoning Ordinance, and other provisions of the Milpitas Municipal Code.

General Plan Conformance

The General Plan designation for the Project site is the Milpitas Metro Specific Plan (MMSP). The designation is intended to create a framework for a walkable, transit-oriented area with a mix of land uses, which encourages walking, biking, and transit trips, minimizes vehicle trips, and reduces vehicle miles traveled (VMT).

The Project is consistent with the applicable policies and standards in the City's General Plan, as outlined in Table 2.

Table 2: General Plan Consistency

Policy	Conformance
<i>LU 1-1: Support a full spectrum of conveniently located residential, commercial, public, and quasi-public uses that support and enhance business development, regional transportation objectives and promote the livability of residential neighborhoods.</i>	Consistent: The Project is located within the incorporated limits of the City of Milpitas and further completes the urban fabric without requiring the expansion of services to unincorporated areas. It contributes additional educational opportunities for residents and will also enhance the City's business reputation by providing the first private high school in the city.
<i>LU 1-6: Ensure adequate school sites by allowing new schools to be located in a variety of compatible land use designations, including residential, commercial, public facilities, and mixed-use designations.</i>	Consistent: The Project is consistent with this policy, as it is located adjacent to the Great Mall, a hotel, several high-density residential neighborhoods, and a mass transit center in a city-planned mixed-use area.
<i>LU 7-4: Support the adaptive reuse, renovation, or redevelopment of aging enters or commercial uses that are no longer viable due to changing market conditions, demographics, or retail trends into areas that support mixed use opportunities.</i>	Consistent: The existing commercial building has been vacant for years, including during the duration of the TASP, and the Project proposes investing at least 20 million dollars to renovate and redevelop the site to support the City's mixed-use objectives for the area.

Milpitas Metro Specific Plan (MMSP) Conformance

The MMSP land use designation for the Project is Business Park Research & Development, Limited Residential (BPRD-R). This designation supports office, R&D, office-supportive commercial retail, hotels, and limited residential uses. As demonstrated in Table 3, the Project is consistent with the applicable MMSP land use policies.

Table 3: MMSP Consistency

Policy	Conformance
<i>M 6.2. Safe Routes to School. Work with Safe Routes to School programs to encourage children to walk or bike to school.</i>	Consistent: The Project applicant has been connected to the City's Engineering staff to establish safe walking routes to this new high school location and the existing elementary school to the south.
<i>ICS 3.7. Require, where reasonable and feasible, that commercial uses, schools, and non-residential mixed-use developments include dual plumbing to enable indoor recycled water use for nonpotable uses to the extent feasible.</i>	Consistent: The Project proposes a recycled water line connection from Falcon Drive to the subject site, which is in conformance with this requirement.
<i>CB 7. Citywide Sustainability Policies. The Milpitas Metro Plan Area is a center of development and change in Milpitas and will serve as an example for the implementation of sustainable building practices in the city. Additional sustainability policies are located in the City of Milpitas Climate Action Plan.</i>	Consistent: The Project will ensure that all buildings on-site are certified Silver, Leadership in Energy and Environmental Design (LEED), and ensure compliance with the CAL Green Code. LEED certification is a globally recognized symbol of sustainability achievement and leadership.

However, the Project isn't consistent with three development standards within the MMSP: Floor Area Ratio (FAR), front yard, and street-side setback. Where the project does not comply with development standards, the Development Agreement (DA) will address and mitigate it. This is further discussed in the next section.

The vision for the MMSP was for a more urban environment with a higher FAR and reduced setbacks. The intention was to allow for educational uses that are integrated with and support office and R&D.

Zoning Conformance

The MMSP designation is Business Park Research & Development, Limited Residential (BPRD-R). This designation supports office, R&D, office-supportive commercial retail, hotels, and limited residential uses), and the planned implementing zoning district of that designation is Business Park Research & Development, Limited Residential (BPRD-R). However, the Project site has not been

rezoned yet. As such, the current zoning designation General Commercial with Transit Oriented Development Overlay (C2-TOD) and its standards remain in place wherever the MMSP is silent for development standards. The purpose and intent of the General Commercial zone is to provide for the wide range of retail sales and personal and business services primarily oriented to the automobile customer to provide for the general commercial needs of the City and to promote stable, attractive commercial development which will afford a pleasant shopping environment. It is intended to include those commercial uses in which shopping may be conducted by people walking to several stores as in a center and may include uses customarily of a single-purpose character served from an immediately parked automobile. Further, the purpose of the TOD overlay district is to provide for land uses, land densities, intensities, and development standards that enhance and support transit and locate such uses near rail transit stations. These provisions allow for a mix of goods and services within a convenient walk of the transit stations, encourage the creation of stable, attractive residential, commercial, and industrial environments within the District, and provide a desirable transition to the surrounding conventional areas. The Project, as proposed, with the approval of a Development Agreement, meets the development standards of the General Commercial with Transit Oriented Development Overlay (C2-TOD) zoning district.

As demonstrated in Table 4, the Project is consistent with most of the applicable development standards for the MMSP Business Park Research & Development, Limited Residential (BPRD-R) and General Commercial with Transit Oriented Development Overlay (C2-TOD) Zoning district. Where the project does not comply with development standards, the Development Agreement (DA) will address and mitigate it.

Table 4: Summary of MMSP and C2-TOD - Development Standards

Development Standard	Required	Proposed	Complies?
Density	Mixed-use: 1.0-5.0 FAR; minimum of 1.0 FAR of office or R&D	51,740 (existing) + 7,883 (new) = 59,623 sf Lot area = 130,680 SF Proposed FAR: 0.46	No, this will be addressed with the DA
Building Height, maximum	275 feet or 18 stories	35 feet	Yes
Front Yard Setback	10 feet min, 20 feet max from the back of the sidewalk	96 feet	No, this will be addressed with the DA

Development Standard	Required	Proposed	Complies?
Side Yard Setback (street side), minimum	10 feet min, 15 feet max	120 feet	No, this will be addressed with the DA
Side Yard Setback (Interior) Minimum	10 feet	20 feet	Yes
Rear Yard Setback, Minimum	10 feet	16 feet	Yes
Vehicular Parking Requirements	Non-residential (non-industrial) 1 space per 1,500 square feet (Minimum Requirement) Maximum Requirement 1 space per 1,000 square feet $74,318 \text{ sf} / 1,000 = 74$	74	Yes
Table 4-2. Bicycle Parking Requirements	Short-Term Parking Requirement 1 space per 20,000 square feet $59,623 \text{ sf} / 20,000 = 3 \times 1 = 3$	96	Yes

Development Agreement

A Development Agreement is needed to provide certainty regarding the applicable development standards. The California Legislature adopted the Development Agreement Statute (Section 65864 et seq. of the Government Code) to strengthen public planning, encourage private participation, and reduce development risks. This statute allows cities to enter binding agreements with property owners, establishing certainty as to the development standards and right for a particular project and thereby encouraging investment and redevelopment. On May 6, 1997, the City Council adopted Resolution No. 6642, which sets forth comprehensive procedures and requirements for the institution of development agreements.

The Project is eligible for a Development Agreement because the opening and pre-enrollment of a school requires significant front-end investment and otherwise requires long-term certainty on the part of the applicant, at least for the five year term of the currently proposed Agreement.

Through the proposed Agreement, the landowner and City would preserve the Floor Area Ratio ("FAR") and side and front setbacks previously allowed for the subject property under the TASP and thereby allow for the beneficial reuse of an existing building developed under previous

standards with additional construction and improvements only allowable through the benefit of this Agreement.

In consideration, the landowner shall provide the following offsetting public benefits to the City:

1. Payment of the sum of One Million Dollars (\$1,000,000) as and for a voluntary contribution to the City as a community benefit payable at the time of issuance of final occupancy;
2. Design and construction of all-electric building with no natural gas infrastructure in furtherance of the City's Climate Action goals

The proposed Agreement therefore allows redevelopment of a site long underutilized, including during the entirety of the TASP, subject generally to existing standards and select recently revised TASP standards so that the existing structure and site configuration can be beneficially reused. The proposed Agreement will hold these standards open for a period of five (5) years should further redevelopment of the site be sought during this period unless the proposed changes would expand the building footprint or increase student capacity over 500 students, in which case the project would need to be re-entitled in conformity with then current development standards.

Other Project Details

Specific information regarding project details is provided below to aid the Planning Commission in making its recommendation:

Site and Architectural Design

The Project scope includes several site improvements, exterior façade upgrades, a new 7,883-square-foot, 35-foot tall gymnasium located west of the existing building, and a 14,695-square-foot artificial turf playfield to the west of the new gymnasium building. In support of alternative transportation, 96 bike parking spaces are also located on the site's south edge. The existing building will receive light exterior cosmetic refinishing, including off-white paint on the concrete surfaces, painted metal panel accents at each entry canopy in Stratford's blue branding colors, and new signage. The sitework will also provide the appropriate parking and drop-off spaces, accessible pathways, and connections between buildings and outdoor play areas, as shown in Attachment C. The Project would preserve the remaining 66 parking spaces along the northern and eastern portions of the Project site and construct eight new parking spaces, resulting in a total of 74 parking spaces. Of these spaces, four of them would be accessible to disabled persons, and four of them would include electric vehicle charging capabilities.

The architectural modifications to the existing and new building will create continuity throughout the site. The design includes varying facades, colors, and materials to create a dynamic building that will distinguish the structure in the MMSP area. The exterior color of both buildings would be a variety of dark blue, red, light beige, and off-white. Exterior materials for both buildings would include concrete, grey brick, and spandrel glass, as depicted in Image 1.

Additionally, metal fences would encompass the Project site.

Image 1
Rendering



Image 2
Elevation

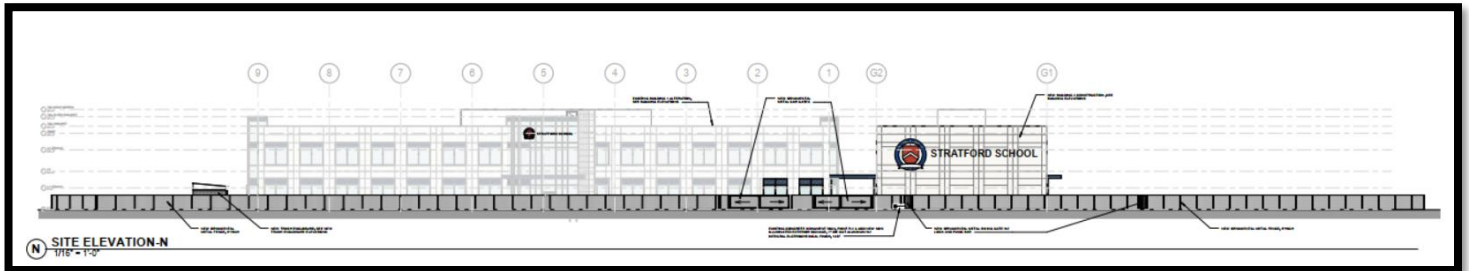


Image 2
Color Pallet

COLORS	
	P-1 STRATFORD OFF-WHITE
	P-2 STRATFORD LIGHT BEIGE
	P-3 STRATFORD BLUE
	P-4 STRATFORD RED
	P-5 LIGHT GRAY
	P-6 BLACK
	P-7 EXISTING SPANDREL GLASS

Climate Action Plan

The City of Milpitas Climate Action Plan (CAP) was adopted in 2013, updated in 2022, and includes Greenhouse Gas (GHG) reduction goals, policies, and actions for new and existing development projects. The Project would incorporate green building measures in compliance with CAL Green standard building measures for the building and Title 24 requirements to reduce energy usage. As discussed in Section 6, Energy, of the Initial Study/Mitigated Negative Declaration (IS/MND), the Project would ensure that all buildings-onsite would be Leadership in Energy and Environmental Design (LEED) Silver certified, in compliance with the CAL Green Code. LEED certification is a globally recognized symbol of sustainability achievement and leadership. The LEED framework informs all building types, including new construction, interiors, operations and maintenance, and core and shell.

Landscaping & Open Space Design

The landscape design includes a combination of the existing landscaping and the new landscaping. The Project would remove approximately 35 non-ordinance sized trees. However, the Project would preserve 56 on-site trees that are in fair to good health and six new trees will be planted on-site. According to the Project's preliminary landscape plan, there are no existing trees on-site with a trunk circumference greater than 37 inches. Additionally, various shrubs will be planted across the project site as shown on the Landscape Plan, Sheet L-1.0 in the Project Plans (Attachment C).

Grading

The proposed Project would result in the demolition of paving and landscaping on the subject site. Minimal grading is required to prepare the site for the new building pad.

Utilities

The Project site is in an urban area and is currently served by existing utilities, including water, sanitary sewer, storm drainage, electricity, and telecommunications infrastructure. The MMSP police ICS 3.7. Requires, where reasonable and feasible, that commercial uses, schools, and non-residential mixed-use developments include dual plumbing to enable indoor recycled water use for non-potable uses to the extent feasible. The Project proposes a recycled water line connection from Falcon Drive to the subject site, which is in conformance with this requirement. All public utilities will be provided to the Project site.

Safety and Security

The Milpitas Police Department reviewed the Project and prescribed several measures to ensure the safety and security of the overall site and its occupants. All have been included in the Resolution as Project conditions of approval. For example, the outdoor play area is fenced off, separating it from the parking lot and Great Mall Parkway. As conditioned, the security camera will cover the outdoor play areas. Other conditions address high-definition video surveillance, adequate exterior lighting, posted exterior site signage to discourage trespassing and loitering, and filing emergency contact information with the Police Department.

Floor Plan and Operations

The existing building will be remodeled to accommodate the school's interior organization of classrooms and amenities. The first-floor plan includes the construction of six general classrooms, a multi-purpose hall with an attached stage, the staff lounge, offices, a conference room, a teacher's workroom, a library, a music classroom, various restroom facilities, a kitchen, locker rooms, gym storage, and an entry lobby. The second floor has ten classrooms: one computer science, two physics/engineering, three art, four bio/chem, two media commons, and various restroom facilities.

The private elementary school serves up to 500 students, comprised of 6th through 12th graders. The school's operating hours will be Monday to Friday, 7:00 am to 6:00 pm, with the campus opening at 7:00 am, staff arriving at 7:00-7:30 am, students arriving at 7:30-8:00 am, classes beginning at 8:00 am, classes ending at 3:30 pm, students departing 3:30-4:00 pm, most staff departing 4:00- 4:30 pm, and extracurricular activities continuing in smaller numbers from 3:30 pm-6:00 pm and smaller quantities of students and staff leaving by that time.

The school will hold occasional evening and weekend events such as basketball, volleyball, or other sports events, theater events, graduation events, and parent/teacher conferences, rarely exceeding 200 people but up to a maximum 500-person capacity, within the hours of 7:00 am-10:00 pm on weekdays and weekends.

Vehicle Miles Traveled Analysis

The City has adopted a new transportation analysis policy that specifies vehicle miles traveled as the new metric for evaluating transportation impacts, and therefore, a project's effect on automobile delay shall no longer constitute a significant impact. Because VMT is a relatively new method for measuring transportation impacts under CEQA, less data exists to estimate VMT than trip generation based on use and location. VMT is typically estimated using an area-wide travel demand model from a regional transportation agency that calculates VMT based on the number of vehicles multiplied by the typical distance traveled by each vehicle originating from or driving to a certain area.

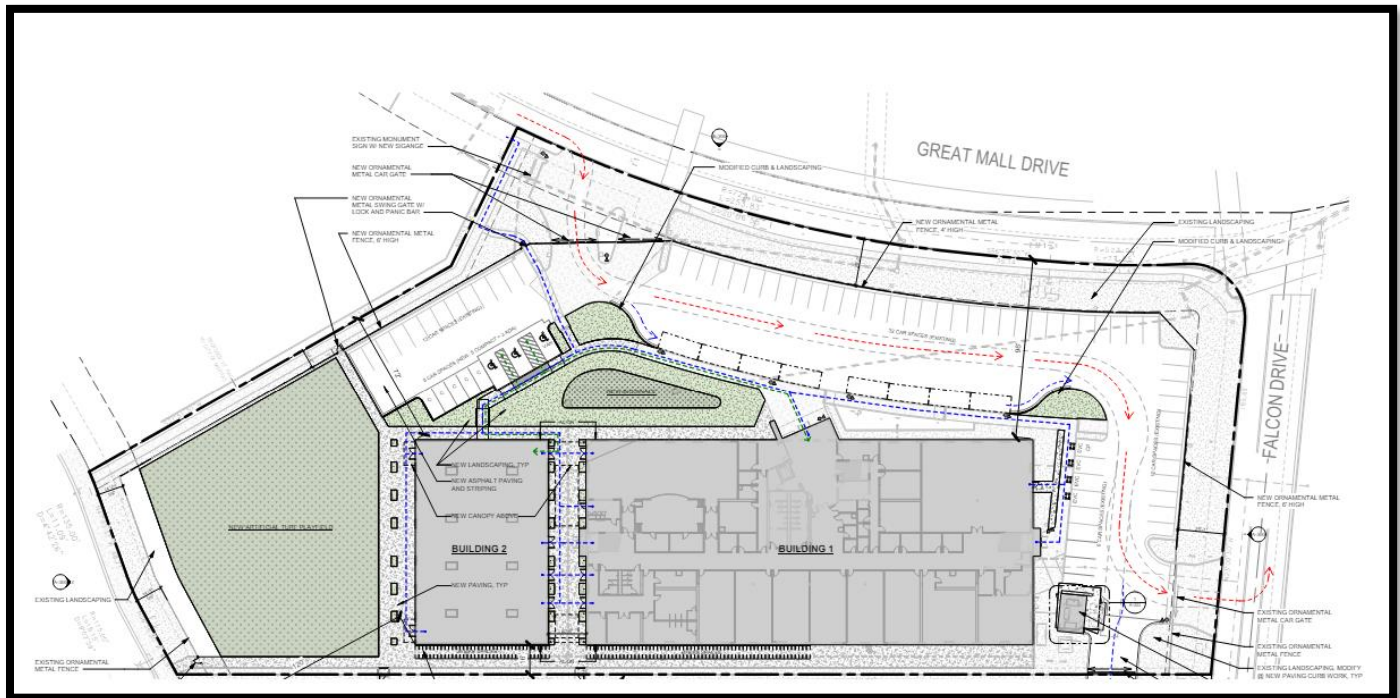
The City's adopted Transportation Analysis Policy (May 18, 2021) describes the VMT screening process. The proposed Project meets two criteria outlined in the City's VMT guidelines for project screening. First, the Project would constitute a local serving use, as it would primarily serve the surrounding residents, act as a feeder school for existing Stratford schools within the City, and is less than 100,000 square feet. This is consistent with a prior finding from the City that the Stratford School at 125 North Milpitas Boulevard was determined to be local serving. Second, the Project is consistent with the approved land use for the site identified in the MMSP, which includes educational uses and is cleared environmentally by the City's MMSP SEIR. The transportation impacts of the MMSP have already been identified and mitigated to the extent feasible. The Project would require the implementation of a Traffic Demand Management (TDM) program and other fees adopted by the City. Therefore, given the City's screening criteria, prior findings regarding private school projects, and the fact that the use of the site is already cleared environmentally, the Project's impacts on VMT are considered less than significant.

Access, Traffic and Circulation

A study was conducted in accordance with the requirements and methodologies set forth by the City of Milpitas, the Valley Transportation Authority (VTA), Caltrans, and the applicable provisions of CEQA. Based on the Project's design and the required transportation impact analysis guidelines, traffic operations would have no significant impacts according to established traffic engineering standards, and no off-site traffic or transportation mitigations would be required. Staff has determined that the site circulation's functionality would not cause safety or operational problems.

The Project site utilizes the two existing driveways along Great Mall Drive and Falcon Drive. Entrances to the Project site at both driveways would be gated. The site provides one-way vehicular circulation with an entrance lane from Great Mall Drive at the north end of the site and vehicular traffic exiting via the driveway along Falcon Drive. Image 2 demonstrates the planned vehicular queueing in red-dashed lines, which allows up to eight cars to queue within site. A public sidewalk runs along the north and east ends of the property and provides pedestrian access to the north and east sides of the school. The proposed six-foot-high ornamental metal fence surrounds the artificial turf play area, which prevents vehicles from entering or driving through the site from Great Mall Parkway and protects the play area from the vehicular queueing in the parking lot. No vehicles can enter the site and queue from Falcon Drive. The Transportation Engineering Department reviewed the Project site plan, planned queueing, pickup, and drop-off plans, and determined that the Project will not have a traffic impact on a public street.

Image 2
Circulation Plan



Arrival and Departure Process

A school security guard will monitor the traffic flow to ensure safety and compliance with students' arrival and departure procedures. The school's protocol is to have staff with walkie-talkies at the site entry drive, entry gate, along the drop-off length, and at the exit gate, communicating with vehicles arriving or departing and ensuring each person is proceeding in the correct direction and in a timely fashion. The gates are then closed after the designated arrival and departure times, ensuring the security of the upper school campus and efficient traffic flow in the surrounding community. Additionally, a new gate would be provided for vehicles at the southeastern corner of the Project site as an egress to the existing Stratford School, south of the Project, for parents dropping off a high school and elementary student.

As a private school with a code of conduct, the school can manage student drivers. Students of driving age are only allowed to do so with an assigned parking pass after required passes for staff have been provided, and they are also required to sign a handbook confirming they will not park within the neighborhood if they do not have a parking pass. The proposed security cameras would ensure efficient traffic circulation and maintain safeguarded site access.

Parking Requirement

The MMSP allows a significant decrease in parking, prescribing a maximum requirement of one space per 1,000 square feet for nonresidential uses. Therefore, the existing building, plus the new gymnasium and artificial turf, is required to provide 74 off-street parking spaces (74,318 sf / 1,000 sf). The applicant will preserve 66 parking spaces along the northern and eastern portions of the Project site and construct eight new parking spaces, resulting in a total of 74 parking spaces, thus compliant with the maximum number of parking spaces allowed.

Development Fees

The Project is subject to the following development fees:

Public Art Fee

Per Milpitas Municipal Code Section XI-10-14, private developments must include publicly accessible works of art for placement on the development site or contribute a Public Art Program In-Lieu Contribution as a condition of project approval. The Applicant is seeking the payment of the In-Lieu fee, which is currently set at one-half of one percent of building development costs, which would result in a fee payment of \$100,000 based on the estimated building development costs of \$20,000,000.

Transit Area Specific Plan Development Impact Fee (TADIF)

The TADIF is currently \$32.75 per Commercial square foot for Fiscal Year 2023-2024. Still, the exact TASP fee will be calculated once a temporary or final Certificate of Occupancy is ready for issuance. Based on approval for the development of a new 7,883-square-foot gymnasium, the estimated TADIF for this project is \$258,168.25. The City's annual budget process automatically adjusts this fee each fiscal year. The Applicant shall pay the fee before the issuance of a temporary or final Certificate of Occupancy.

FINDINGS FOR APPROVAL (OR DENIAL)

A finding is a statement of fact relating to the information the Planning Commission has considered in making a decision. Findings shall identify the rationale behind the decision to take a certain action.

Site Development Permit

To approve the Site Development Permit, the following findings must be made pursuant to Milpitas Municipal Code Section XI-10-57.03(F)(1):

- a. *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 proposed site layout modifications and design, including the new gymnasium building, renovations to the existing structure, and landscaping, are compatible and aesthetically harmonious with the adjacent and surrounding development. The Great Mall features a contemporary architectural design with large-scale structures, extensive parking areas, and landscaped surroundings. The proposed development maintains a cohesive visual appearance across the site, respecting the architectural character of the Metro neighborhood. The design is predominantly modern, characterized by clean lines, glass facades, and thoughtful landscaping, which integrate seamlessly with the surrounding environment. This integration enhances the overall community aesthetic. Additionally, the new gymnasium's height and footprint are well-aligned with the surrounding commercial structures, ensuring it does not appear disproportionately large or small within the context of the area.

- b. *The Project is consistent with the Milpitas Zoning Ordinance.*

The proposed use is consistent with the Milpitas Zoning Ordinance in that a private high school is a conditionally permitted use within the General Commercial (C2) with a Transit Oriented Development (TOD) Overlay (C2-TOD) District and complies with the applicable development standards and parking requirements. As demonstrated in Table 4, the Project generally conforms to the development standards outlined in Municipal Code Section XI-10-6.04. Where the project does not comply with development standards, the Development Agreement (DA) will address and mitigate it.

- c. *The Project is consistent with the Milpitas General Plan.*

The proposed Project is consistent with the Milpitas General Plan, including as demonstrated and outlined in Table 2.

- d. *The project is consistent with the Milpitas Metro Specific Plan.*

The proposed Project is consistent with the Milpitas Metro Specific Plan, including as demonstrated and outlined in Tables 3 & 4. Where the project does not comply with development standards, the Development Agreement (DA) will address and mitigate it.

Conditional Use Permit

To approve the Conditional Use Permit, the following findings must be made pursuant to Milpitas Municipal Code Section XI-10-57.04(F)(1):

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

The proposed private school facility will serve the community and as designed, will not have any detrimental or injurious impacts on the property or improvements in the vicinity of the property. As a condition of approval, the high school will have no more than 500 students enrolled at once. The school will maintain designated loading and unloading parking spaces staffed by school administrators and teachers during pickup and drop-off hours during the day, ensuring the orderly movement of vehicular traffic throughout the site. The programming allows for a smooth pickup and drop off process that will not be detrimental or injurious to property or improvements in the vicinity nor to the public health, safety, and general welfare.

A comprehensive study, adhering to the requirements of the City of Milpitas, Valley Transportation Authority (VTA), Caltrans, and CEQA provisions, concluded that the project's design and transportation impact analysis meet all necessary guidelines. The analysis confirmed that traffic operations would not have significant impacts according to established engineering standards, and no off-site traffic or transportation mitigations are required. Additionally, the school's operation must comply with all local, state, and federal regulations as part of the Project's Conditions of Approval.

- b. *The proposed use is consistent with the Milpitas General Plan.*

The proposed Project is consistent with the policies of the Milpitas General Plan, including as demonstrated in Table 2.

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

The proposed Project is generally consistent with the Milpitas Zoning Ordinance, as demonstrated in Table 4. Where the project does not comply with development standards, the Development Agreement (DA) will address and mitigate it.

- d. *The proposed use is consistent with the Milpitas Metro Specific Plan.*

The proposed Project is consistent with the Milpitas Metro Specific Plan, including as demonstrated and outlined in Tables 3 & 4. Where the project does not comply with development standards, the Development Agreement (DA) will address and mitigate it.

Development Agreement Permit

To approve the Development Agreement, the following findings must be made pursuant to Resolution No. 6642 (4.2):

i. *Consistent with the General Plan and any applicable specific plan*

The proposed Project is consistent with the policies of the Milpitas General Plan, including as demonstrated in Table 2. Furthermore, the Project is consistent with the Milpitas Metro Specific Plan, including as demonstrated and outlined in Tables 3 & 4.

ii. *Would result in a project which would be significantly superior in terms of its overall effect on the environment and the community than would otherwise result without such a Development Agreement*

The Project is expected to offer substantial improvements in environmental sustainability as a certified silver Leadership in Energy and Environmental Design (LEED) building, which exceeds the City's green building requirements, and a \$1,000,000 community benefit payment, which could be used at the City's discretion to improve services and provide amenities for the Milpitas community.

iii. *Beneficial to the health, safety, and general welfare of the community*

This development is projected to enhance the overall well-being and safety of the community through Traffic Demand Management (TDM) programs, provision of bicycle parking spaces, fully subsidized transit passes (e. g. VTA, BART, Caltrain), carpooling and advanced environmental sustainability design measures as the Project will ensure that all buildings on-site are certified Silver, Leadership in Energy and Environmental Design (LEED), and ensure compliance with the CAL Green Code. LEED certification is a globally recognized symbol of sustainability achievement and leadership.

iv. *Would promote the orderly development of property in the surrounding area.*

The Project is designed to support and encourage a cohesive and structured development pattern in the surrounding area, contributing to the orderly growth of the Milpitas Metro Specific Plan area. The introduction of a new private school will provide a valuable and convenient educational opportunity for families in the community, offering a high-quality academic environment close to home. This addition will not only serve the current population but also accommodate future residential development, ensuring that new families moving into the area have access to excellent educational facilities. By enhancing the local educational infrastructure, the school will contribute to the overall attractiveness and growth of the community, fostering a vibrant and well-educated population.

ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act (CEQA), the City has prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed Project in accordance with CEQA Guidelines Section 15064, 15071, and 15370. On May 29, 2024, the City provided a Notice of Intent (NOI) to adopt a mitigated negative declaration to the public, responsible agencies, trustee agencies, and the County Clerk. The Draft IS/MND was available for public review and comment from May 29, 2023, through June 28, 2023. At the time of publishing this report, the City has received no public comment regarding the IS/MND.

PUBLIC COMMENT/OUTREACH

Staff provided public notice of the application in accordance with City and State public noticing requirements. A notice was published in the Milpitas Post on June 14, 2024. In addition, notices were sent to all owners and occupants within 1,000 feet of the project site. A public notice was also posted at the project site, on the City's Website, www.milpitas.gov, and at City Hall. As of the time of writing this report, there have been 21 comments or inquiries from the public; they have been attached to this report.

RECOMMENDATION

Staff recommends that the Planning Commission:

1. Open and Close the Public Hearing;
2. Consider the Initial Study/Mitigated Negative Declaration (IS/MND) and
3. Adopt Resolution No. 24-021, recommending that the City Council approve SD23-0012, EA24-0001, and DA24-001, and Resolution No. 24-023, recommending that the City Council approve UP23-0008 based on the above Findings and subject to the Conditions of Approval attached thereto

ATTACHMENTS

- A. Resolution No. 24-023, including Exhibit 1 to the Resolution: Conditions of Approval
- B. Resolution No. 24-021, including Exhibit 1 to the Resolution: Conditions of Approval
- C. Initial Study/Mitigated Negative Declaration (IS/MND)
- D. Draft Ordinance 38.XXX, including Exhibit 1 to the Ordinance: Development Agreement
- E. Project Plans
- F. Comments received from members of the public

RESOLUTION NO. 24-021

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS RECOMMENDING THE CITY COUNCIL ADOPT AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (IS/MND) IN ACCORDANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS APPROVING AND RECOMMENDING TO THE MILPITAS CITY COUNCIL APPROVAL OF SITE DEVELOPMENT PERMIT NO. SD23-0012, DEVELOPMENT AGREEMENT NO. DA24-0001 AND ENVIRONMENTAL ASSESSMENT NO. EA 24-0001 TO DEVELOP A NEW 7,883-SQUARE FOOT, 35 FEET TALL GYMNASIUM AND OTHER SITE IMPROVEMENTS ON A 3-ACRE LOT LOCATED AT 1323 GREAT MALL DR, MILPITAS CA 95035 (APN: 086-024-046) AND A DEVELOPMENT AGREEMENT TO PROVIDE CERTAINTY TO THE APPLICABLE DEVELOPMENT STANDARDS

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.) (collectively, “CEQA”), the City of Milpitas is the lead agency for the proposed project described below; and

WHEREAS, on July 28, 2023, an application was submitted by Jeremy Theodore of Inhabit Design Inc. (“Applicant”) to allow the operation of a private middle/high school in an existing 51,740 square-foot, two-story office building and a new 7,883 square foot gymnasium building and adjacent play field. The Project site is on a 3-acre lot located at 1323 Great Mall Dr. Milpitas CA 95035 (APN 086-024-046) (“Project”); and

WHEREAS, Milpitas City Staff conducted a full analysis of the Project to ensure compliance with the City’s General Plan, Zoning Ordinance, Engineering Design Requirements and all other applicable laws, regulations and standards, as all further explained in detail in City staff’s report to the Planning Commission; and

WHEREAS, the City of Milpitas is the lead agency and the Milpitas Planning Commission is the decision-making body for the proposed Project; and

WHEREAS, the Planning Department completed an environmental impact assessment for the project in accordance with the California Environmental Quality Act (“CEQA”) and based on which assessment, decided to prepare an Initial Study and Mitigated Negative Declaration (IS/MND) for the Project in accordance with CEQA, and State and local guidelines implementing CEQA. On May 29, 2024, the City provided a Notice of Intent (NOI) to adopt a mitigated negative declaration to the public, responsible agencies, trustee agencies, and the County Clerk. The IS/MND was available for public review from May 29, 2024, through June 28, 2024, and is available for public review and inspection at the City’s website, <https://www.milpitas.gov/379/Environmental-Documents-CEQA>; and

WHEREAS, the IS/MND reflects the independent judgment and analysis of the City, as lead agency under CEQA and, based upon the information contained in the IS/MND, pending any comments received thereon, and the whole record before the City, there is not a fair argument nor

substantial evidence that the Project, together with Conditions of Approval, including without limitation, mitigation measures identified in the IS/MND, will not have a significant effect on the environment; and

WHEREAS, the Planning Commission considered the proposed IS/MND, together with any comments received during the public review process for the IS/MND, prior to making any decision on the Project; and

WHEREAS, on June 26, 2024, the Planning Commission held a duly noticed public hearing on the subject application, at which all those in attendance were given the opportunity to speak on the Project; and

WHEREAS, the Planning Commission has considered all of the written and oral testimony presented at the public hearing in making its decision.

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: California Environmental Quality Act (CEQA)

The Project is in compliance with CEQA Guidelines Section 15064, 15071, and 15370 that an Initial Study/Mitigated Negative Declaration (IS/MND) conducted an environmental assessment of the project in accordance with the California Environmental Quality Act (CEQA) titled “Stratford Preparatory School Project Initial Study and Draft Mitigated Negative Declaration” (IS/MND). On May 29, 2024, the City provided a notice of intent to adopt a Mitigated Negative Declaration to the public, responsible agencies, trustee agencies, and the County Clerk. The IS/MND was available for public review from May 29 through June 28, 2024.

In connection with the adoption of the IS/MND, the record supports findings in accordance with CEQA Guidelines Section 15070, *et seq.* that:

1. The IS/MND reflects the independent judgment and analysis of the City, as lead agency under CEQA; and
2. Based upon the information contained in the IS/MND, any comments received thereon, and the whole record before the City, there is not a fair argument nor substantial evidence that the project will have a significant effect on the environment.
3. City Staff will prepare the Notice of Determination (NOD) and file the necessary forms with the Office of the County Clerk-Recorder of Santa Clara County.

The Planning Commission finds that its actions are consistent with CEQA and recommends the City Council adopt the proposed Stratford Preparatory School Project Initial Study and Draft Mitigated Negative Declaration, find there is neither a fair argument nor substantial evidence that the project, as mitigated, will have a significant effect on the environment, and find the project and the City's approval thereof consistent with CEQA and its implementing guidelines.

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 support of Site Development Permit No. SD23-0012:

- a. 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 proposed site layout modifications and design, including the new gymnasium building, renovations to the existing structure, and landscaping, are compatible and aesthetically harmonious with the adjacent and surrounding development. The Great Mall features a contemporary architectural design with large-scale structures, extensive parking areas, and landscaped surroundings. The proposed development maintains a cohesive visual appearance across the site, respecting the architectural character of the Metro neighborhood. The design is predominantly modern, characterized by clean lines, glass facades, and thoughtful landscaping, which integrate seamlessly with the surrounding environment. This integration enhances the overall community aesthetic. Additionally, the new gymnasium's height and footprint are well-aligned with the surrounding commercial structures, ensuring it does not appear disproportionately large or small within the context of the area.

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

The proposed use is consistent with the Milpitas Zoning Ordinance in that a private high school is a conditionally permitted use within the General Commercial (C2) with a Transit Oriented Development (TOD) Overlay (C2-TOD) District and complies with the applicable development standards and parking requirements. As demonstrated in Table 1, the Project generally conforms to the development standards outlined in Municipal Code Section XI-10-6.04. Where the project does not comply with development standards, the Development Agreement (DA) will address and mitigate it.

Table 1: Summary of MMSP and C2-TOD - Development Standards

Development Standard	Required	Proposed	Complies?
Density	Mixed-use: 1.0-5.0 FAR; minimum of 1.0 FAR of office or R&D	51,740 (existing) + 7,883 (new) = 59,623 sf Lot area = 130,680 SF Proposed FAR: 0.46	No, this will be addressed with the DA
Building Height, maximum	275 feet or 18 stories	35 feet	Yes
Front Yard Setback	10 feet min, 20 feet max from the back of the sidewalk	96 feet	No, this will be addressed with the DA
Side Yard Setback (street side), minimum	10 feet min, 15 feet max	120 feet	No, this will be addressed with the DA
Side Yard Setback (Interior) Minimum	10 feet	20 feet	Yes
Rear Yard Setback, Minimum	10 feet	16 feet	Yes
Vehicular Parking Requirements	Non-residential (non-industrial) 1 space per 1,500 square feet (Minimum Requirement) Maximum Requirement 1 space per 1,000 square feet $74,318 \text{ sf} / 1,000 = 74$	74	Yes
Table 4-2. Bicycle Parking Requirements	Short-Term Parking Requirement 1 space per 20,000 square feet $59,623 \text{ sf} / 20,000 = 3 \times 1 = 3$	96	Yes

- c. *The project is consistent with the Milpitas General Plan.*

The proposed Project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 2.

Table 2: General Plan Consistency

Policy	Conformance
<i>LU 1-1:</i> Support a full spectrum of conveniently located residential, commercial, public, and quasi-public uses that support and enhance business development, regional transportation objectives and promote the livability of residential neighborhoods.	Consistent: The Project is located within the incorporated limits of the City of Milpitas and further completes the urban fabric without requiring the expansion of services to unincorporated areas. It contributes additional educational opportunities for residents and will also enhance the City's business reputation by providing the first private high school in the city.
<i>LU 1-6:</i> Ensure adequate school sites by allowing new schools to be located in a variety of compatible land use designations, including residential, commercial, public facilities, and mixed-use designations.	Consistent: The Project is consistent with this policy, as it is located adjacent to the Great Mall, a hotel, several high-density residential neighborhoods, and a mass transit center in a city-planned mixed-use area.
<i>LU 7-4:</i> Support the adaptive reuse, renovation, or redevelopment of aging enters or commercial uses that are no longer viable due to changing market conditions, demographics, or retail trends into areas that support mixed use opportunities.	Consistent: The existing commercial building has been vacant for years, including during the TASP, and the Project proposes investing at least 20 million dollars to renovate and redevelop the site to support the City's mixed-use objectives for the area.

- d. *The project is consistent with the Milpitas Metro Specific Plan.*

Table 3: MMSP Consistency

Policy	Conformance
<i>M 6.2.</i> Safe Routes to School. Work with Safe Routes to School programs to encourage children to walk or bike to school.	Consistent: The Project applicant has been connected to the City's Engineering staff to establish safe walking routes to this new high school location and the existing elementary school to the south.

Policy	Conformance
ICS 3.7. <i>Require, where reasonable and feasible, that commercial uses, schools, and non-residential mixed-use developments include dual plumbing to enable indoor recycled water use for nonpotable uses to the extent feasible.</i>	Consistent: The Project proposes a recycled water line connection from Falcon Drive to the subject site, which is in conformance with this requirement.
CB 7. <i>Citywide Sustainability Policies. The Milpitas Metro Plan Area is a center of development and change in Milpitas and will serve as an example for the implementation of sustainable building practices in the city. Additional sustainability policies are located in the City of Milpitas Climate Action Plan.</i>	Consistent: The Project will ensure that all buildings on-site are certified Silver, Leadership in Energy and Environmental Design (LEED), and ensure compliance with the CAL Green Code. LEED certification is a globally recognized symbol of sustainability achievement and leadership.

SECTION 4: Development Agreement

i. *Consistent with the General Plan and any applicable specific plan*

The proposed Project is consistent with the Milpitas General Plan, including as demonstrated and outlined in Table 2. Furthermore, the Project is consistent with the Milpitas Metro Specific Plan, including as demonstrated and outlined in Tables 2 & 3.

ii. *Would result in a project which would be significantly superior in terms of its overall effect on the environment and the community than would otherwise result without such a Development Agreement*

The Project is expected to offer substantial improvements in environmental sustainability as a certified silver Leadership in Energy and Environmental Design (LEED) building, which exceeds the City's green building requirements, and a \$1,000,000 community benefit payment, which could be used at the City's discretion to improve services and provide amenities for the Milpitas community.

iii. *Beneficial to the health, safety and general welfare of the community*

This development is projected to enhance the overall well-being and safety of the community through Traffic Demand Management (TDM) programs, provision of bicycle parking spaces, fully subsidized transit passes (e. g. VTA, BART, Caltrain), carpooling and advanced environmental sustainability design measures as the Project will ensure that all buildings on-site are certified Silver, Leadership in Energy and Environmental Design (LEED), and ensure compliance with the CAL Green Code. LEED certification is a globally recognized symbol of sustainability achievement and leadership.

iv. *Would promote the orderly development of property in the surrounding area.*

The Project is designed to support and encourage a cohesive and structured development pattern in the surrounding area, contributing to the orderly growth of the Milpitas Metro Specific Plan area. The introduction of a new private school will provide a valuable and convenient educational opportunity for families in the community, offering a high-quality academic environment close to home. This addition will not only serve the current population but also accommodate future residential development, ensuring that new families moving into the area have access to excellent educational facilities. By enhancing the local educational infrastructure, the school will contribute to the overall attractiveness and growth of the community, fostering a vibrant and well-educated population.

SECTION 5: Planning Commission Action

The Planning Commission of the City of Milpitas hereby adopts Resolution No. 24-021, approving and recommending approval of Site Development Permit No. SD23-0012, Development Agreement No. DA24-0001 and Environmental Assessment No. EA 24-0001 to the Milpitas City Council based on the above Findings and subject to the Conditions of Approval attached hereto as **Exhibit 1** and incorporated herein.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Milpitas on June 26, 2024.

DocuSigned by:
Chair Mercedes Albana Jul-01-2024
2B40D51C93E540A...

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 June 26, 2024, and carried by the following roll call vote:

COMMISSIONER	AYES	NOES	ABSENT	ABSTAIN
Alexander Galang	X			
Chia Ling Kong	X			
Dipak Awasthi			X	
Mercedes Albana	X			
Michael Caulkins			X	

COMMISSIONER	AYES	NOES	ABSENT	ABSTAIN
Parveen Gupta	X			
Sonia Medina-Ashby	X			

EXHIBIT 1

**SITE DEVELOPMENT PERMIT NO. SD23-0012
DEVELOPMENT AGREEMENT NO. DA24-0001
ENVIRONMENTAL ASSESSMENT NO. EA 24-0001
1323 GREAT MALL DR (APN 086-024-046)**

The City of Milpitas Planning Commission and City Council approve Site Development Permit No. SD23-0012, Development Agreement No. DA24-001, and Environmental Assessment No. EA24-0001, in accordance with XI-10-57.03 and XI-10-64.02 of the Milpitas Municipal Code and Resolution 6642 of the Milpitas City Council, subject to and conditioned upon all applicable State and local laws and regulations and the Conditions of Approval outlined below. This Site Development Permit, Development Agreement, and Environmental Assessment are to allow the issuance of building permits for the development of a new 7,883-square foot, 35 feet tall gymnasium building and other site improvements on a 3.0-acre lot located at 1323 Great Mall Dr, Milpitas CA 95035 and provide certainty to the applicable development standards related thereto. These approvals are subject to all other necessary reviews, approvals, studies, and inspections necessary for such development including for the issuance of building permits or occupancy.

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

General Conditions

1. General Compliance: The Permittee 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. SD23-0012, DEVELOPMENT AGREEMENT NO. DA24-0001 AND ENVIRONMENTAL ASSESSMENT NO. EA 24-0001** (collectively "Permit") shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed. The Permittee shall develop the site in accordance with the approved Attachments and as modified by these Conditions of Approval.
2. Effective Date: Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the City Council approved this Permit.
3. Acceptance of Permit: Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
 - a. Acceptance of this Permit by Permittee; and
 - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
4. Permit Expiration: Pursuant to Section XI-10-64-06 of the Milpitas Municipal 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 as may be extended under Section XI-10-64-

07, or the date of expiration set forth in the Development Agreement, whichever is later. 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.
5. Time Extension: Pursuant to Section XI-10-64.07 of the Milpitas Municipal Code, unless otherwise provided by State law or the Development agreement, Permittee shall have the right to request a one-time extension of the Permit if the request is made in writing to the Planning Division prior to the expiration date of the approval. (P)
6. Project Job Account: If Permittee's project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee's project 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/E)**
7. Notice: Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the Permittee may file a protest has begun under California Government Code Section 66020(d)(1).
8. Cost and Approval: Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the Project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. **(ALL)**
9. Conditions: Each and every condition set forth in this Exhibit shall apply to the Project and continue to apply to the Project so long as the Project is operating under the permits and approvals in this Resolution. **(ALL)**
10. Compliance with Laws: The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state and federal laws, rules, regulations, guidelines, requirements and policies. **(CAO/P/E/B/F)**
11. Previous Approvals: Permittee shall abide and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit.
12. Indemnification: To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents (the "Indemnified Parties") from and against any and all third party claim, action, or proceeding against City and/or the Indemnified Parties to attack, review, set aside, void or annul the City's approval of **SITE**

DEVELOPMENT PERMIT NO. SD23-0012, DEVELOPMENT AGREEMENT NO. DA24-0001 AND ENVIRONMENTAL ASSESSMENT NO. EA 24-0001; including any environmental determination made therefore. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, reasonable attorneys' fees, and other reasonable expenses incurred in connection with such claim, action, causes of action, suit or proceeding. The Permittee shall pay to the City upon demand or, as applicable, on a monthly basis to counsel of City's reasonable choosing, amounts owed pursuant to the indemnification requirements prescribed in this condition, provided each such demand or monthly payment request includes reasonably detailed back-up documentation, including invoices and/or receipts, as applicable, for all amounts to be paid. Notwithstanding the foregoing, City shall have the right to redact invoices and/or receipts as necessary to preserve attorney-client privilege. City shall promptly notify the Permittee of any claim, action, or proceeding and shall engage in reasonable efforts to cooperate in the defense. If City fails to so promptly notify the Permittee, or if City fails to engage in reasonable efforts to cooperate in the defense, then the Permittee's indemnification obligations as set forth in this condition of approval shall thereafter terminate. The Permittee shall not be required to pay or perform any settlement unless the settlement is approved by the Permittee. The above indemnification is intended to be as broad as permitted by applicable law. To the extent the above indemnification is limited by Government Code Section 66474.9, any limitations shall only apply to **SITE DEVELOPMENT PERMIT NO. SD23-0012, DEVELOPMENT AGREEMENT NO. DA24-0001 AND ENVIRONMENTAL ASSESSMENT NO. EA 24-0001**, and the balance of the Permit shall be unaffected by said Government Code section. **(CA)**

13. Certificate of Insurance: Permittee shall provide certificate of insurance and name City as an additional insured in its insurance policies for the Project.
14. Revocation, Suspension, Modification: This Permit may be suspended, revoked or modified in accordance with Section XI-10-63.06 of the Milpitas Municipal Code.
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. 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)**
17. Compliance with Fire Department and California Fire Code: The project shall comply with the requirements of the Milpitas Fire Department and the California Fire Code, as adopted by the City. Changes to the site plan and/or buildings requires review and re-approval by the Fire Department. **(F)**
18. Compliance with Land Development Department. The Project/development shall comply with the requirements of the Engineering Division, as may be amended by the City of Milpitas. **(E)**

19. Compliance with Milpitas Police Department. The Project/development shall comply with the requirements of the Police Department, as may be amended by the City of Milpitas. **(POL)**
20. Conditions of Approval: As part of the issuance of building permits, the Permittee shall include within the first four 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)**
21. Development in Conformance with Approved Plans: The Permittee shall develop the approved project in conformance with the approved plans approved by the Planning Commission on June 26, 2024, in accordance with these Conditions of Approval.

Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, Permittee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**
22. Compliance with Fire Department and California Fire Code: The Project shall comply with the requirements of the Milpitas Fire Department and the California Fire Code as adopted by the City. Changes to the site plan and/or building(s) requires review and approval by the Fire Department. **(F)**
23. Compliance with Building Department: Compliance with California Code of Regulations. The Project shall comply with the requirements of the Building Safety and Housing Department and the California Code of Regulations Title 24 and the Milpitas Municipal Code as adopted by the City. Building permits shall be submitted to and approved by the Building Safety and Housing Department prior to start of construction. All California Code of Regulations Title 24 and Milpitas Municipal Code requirements applicable at the time of building permit application must be met in advance of any building permit approvals or related construction. Changes to the site plan and/or building plan require review and approval by the Building Safety Department. **(B)**

PLANNING DEPARTMENT CONDITIONS

24. Landscape: All approved landscaping shall be permanently maintained and replaced with substantially similar plant material as necessary to provide a permanent, attractive and effective appearance.
25. Signage. Any future proposed signage and/or sign program for the Project shall receive a separate planning permit per the latest City adopted zoning regulations for signs in the City and shall incorporate signage design standards in the Metro Specific Plan as applicable.
26. Per Milpitas Municipal Code XI-10-5.02 - Commercial Use Regulations. A Conditional Use Permit is required to operate Educational institutions (Schools, private (elementary, middle, high) and is addressed in resolution 24-023.

27. Tree Removal: In conformance with the Milpitas Municipal Code, all trees removed from the site that measure 37 inches or greater in circumference at 54 inches above the ground shall be replaced at a 2:1 ratio within the Project site. The size and species of the replacement trees shall be developed in conformance with Sheet L-2.0 of the approved plans. **(P)**
28. Public Art Requirement: Permittee shall comply with the City's Public Art Requirements for Private Development, as set forth in Milpitas Municipal Code Section XI-10-14. Fee shall be no less than one-half of one percent of building development costs and shall be payable at time of building permit issuance, or installation of "Public Art", as defined per MMC Sections V-20-310 and XI-10-14.01. **(P)**

Transit Area Specific Plan Development Impact Fee (TADIF)

The TADIF is currently \$32.75 per Commercial square foot for Fiscal Year 2023-2024. Still, the exact TASP fee will be calculated once a tentative or final Certificate of Occupancy is ready for issuance. Based on approval for the development of a new 7,883-square-foot gymnasium, the estimated TADIF for this project is \$ 258,168.25. The TADIF fee accounts for a % of the Parkland Fee, and because the Applicant is paying this fee, no additional Parkland Fee is required. The City's annual budget process automatically adjusts this fee each fiscal year. The Applicant shall pay the fee before issuing a tentative or final Certificate of Occupancy.

ENGINEERING DEPARTMENT CONDITIONS

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)***

29. Modifications: The Site Development Plan dated **XXXX** is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.
24. Solid Waste and Recycling Handling Plan: Permittee shall submit final Solid Waste and Recycling Handling Plan based upon City's previous comments for City's review and approval by the Solid Waste Program. The Plan shall show calculations of waste generation volumes and how materials will be transferred from the waste generation areas to the trash enclosure/external collection point; demonstrate how recycling, food waste, and yard trimmings shall have a separately maintained process from garbage handling; address other requirements such as waste generation and compactor sizing, chute shut-off and property management responsibility for bin management and litter control; outreach and education to tenants/occupants, and procure sufficient service frequency based upon waste generation calculation volumes.
25. 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.

26. Recycle Water Cross-Connection Specialist: In order to comply with the California Code of Regulations Title 17 and 22, and for timely plan approval by the California State Water Resources Control Board/Division of Drinking Water as well as by the South Bay Water Recycling, Permittee must hire a certified cross-connection specialist for their consultation as to irrigation water system design and construction phasing. The name and contact information of the certified cross-connection specialist shall be provided on all landscape submittal plans.
27. 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.
28. 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.
29. Coordination with other Projects: Permittee shall coordinate designs with **XXX** in advance prior to any plan 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)*

30. Concurrent Off-site Plan Reviews: Permittee shall submit separate off-site improvement plans for City's review and approval by the Engineering Department.
31. 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:
- Milpitas Design Guidelines: (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/>);
 - Standard details and specifications: (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications/>);
 - Transit Area Specific Plan design guidelines: (http://www.ci.milpitas.ca.gov/pdfs/engDesignGuidelines/eng_dg_vi_transitAreaSpecific.pdf); and
 - Americans with Disabilities Act (ADA) requirements, where applicable.
32. 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.

33. Storm Drain Design: Permittee shall submit storm drain hydrology and hydraulic calculations based upon a 10-year storm event to justify the size of the storm drain lateral flowing full, without surcharging the main line pipe, and to be reviewed and approved by the Engineering Department.
34. Domestic Water and Fire Service Calculations: Permittee shall submit potable water and fire service calculations to confirm adequacy of lateral size, pressure and flow, to be reviewed and approved by the Engineering Department and Fire Department. Hydraulic modeling analysis by the City and paid by the Permittee may be required 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.
35. 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.
- a. Installation of separate water service tap, meter, and reduced-pressure detector assembly for and the dedicated fire service lateral to the new gym building.
 - b. Installation of separate dedicated 6" sanitary sewer lateral and cleanout to the new gym building.
 - c. Installation of radio-transmitted water meters with a meter antenna, any repeaters or transmitters as needed with dedicated power supplies at no cost to the City at locations acceptable to the City to ensure accurate and timely reception of meter readings. Permittee shall execute a recorded instrument providing dedicated space, access rights and dedicated power supplies to the City for operation/maintenance/repair/replacement of subject radio antenna. Pursuant to the Milpitas Municipal Code, water and sewer charges will begin to accrue upon installation of the meters.
 - d. Installation of new recycled water service lateral and meter from the existing recycled water main stub on Falcon Drive to the adjacent property at 341 Great Mall Parkway. The private service lateral beyond the water meter is to run to the project property. A private recycled water easement shall be dedicated for the segment of the lateral on the 341 Great Mall Parkway property if this property has a different owner than the project property.
 - e. Installation of new fire hydrant and service lateral on Great Mall Drive.
36. Abandonment of Existing City Utilities: Permittee shall cap, abandon or remove any unused existing public utilities based upon City's Abandonment Notes and to the City's satisfaction.
37. 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.
38. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.
39. 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)*

40. Easements on the Building Permit Plans: Permittee shall depict all existing easements to remain based upon current preliminary title report and depict new easements on applicable building permit plans.
41. Improvement Agreement and Securities: Permittee shall execute an Improvement Agreement and provide improvement securities in accordance with MMC Title XI, Section 17, and submit all other supplemental documents as stipulated in the Improvement Agreement (such as certificate of insurance).
42. Stormwater Facility Operation & Maintenance Plan: Permittee shall incorporate design details into applicable construction plans in accordance with City approved Storm Water Control Plan (SWCP). Permittee shall also submit Stormwater Facility Operation & Maintenance Plan that describes operation and maintenance procedures needed to ensure that treatment Best Management Practices (BMPs) and other storm water control measures continue to work as intended and do not create a nuisance (including vector control).
43. Stormwater Management Facilities O&M Agreement: Permittee shall execute and record a Stormwater Management Facilities Operation and Maintenance (O&M) Agreement associated with the SWCP O&M Plan, including perpetual maintenance of treatment areas/units, as reviewed and accepted by the Engineering Department. The subject O&M Agreement shall be referenced in the CC&Rs, if applicable.
44. 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.
45. Recycle Water Approval: Permittee shall use recycled water for landscape irrigation purpose, except for the interior courtyard/podium areas within the building footprint where the potable water shall be used for irrigation. Permittee shall comply with California Code of Regulations (CCR), Title 22, Division 4, Chapter 3, titled "*Water Recycling Criteria*", CCR, Title 17, Division 1, Chapter 5, Subchapter 1 titled "*Drinking Water Supply*" and all other recycled water regulations as listed under the publication titled "*California Department of Public Health Regulations Related to Recycled Water June 18, 2014*". Permittee shall obtain approval from the California State Water Resources Control Board/Division of Drinking Water, South Bay Water Recycling and the City for recycled water design, including but not limited to on-site irrigation design, based upon South Bay Water Recycling Guidelines and City of Milpitas Supplemental Guidelines. All landscape plants shall be compatible with recycled water.
46. 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.

47. 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.
48. Recycling Report Prior to Demolition Permit Issuance: Permittee shall submit Part I of a Recycling Report on business letterhead to the Building Department, for forwarding to the Engineering Department for review and approval. The report shall describe the following resource recovery activities:
- What materials will be salvaged.
 - How materials will be processed during demolition.
 - Intended locations or businesses for reuse or recycling.
 - Quantity estimates in tons (both recyclable and for landfill disposal). Estimates for recycling and disposal tonnage amounts by material type shall be included as separate items in all reports to the Building Division before demolition begins.
- Permittee shall make every effort to salvage materials for reuse and recycling, and shall comply with the City's demolition and construction debris recycling ordinance.
49. Recycling Report Prior to Building Permit Issuance: Permittee shall submit Part II of the Recycling Report to the Building Department, for forwarding to the Engineering Department. Part II of the Recycling Report shall be supported by copies of weight tags and/or receipts of "end dumps." Actual reuse, recycling and disposal tonnage amounts (and estimates for "end dumps") shall be submitted to the Building Department for approval by the Engineering Department prior to inspection by the Building Department.
50. Flood Plain Management: This project is in the Flood Zone "AO" with 1' average flood depth, therefore, Permittee shall comply with all applicable flood protection criterion required by the Federal Emergency Management Agency (FEMA) and MMC Title XI, Chapter 15. Permittee shall also submit a Flood Study for the Project demonstrating, to the satisfaction of the City Engineer, that the proposed development has no adverse impact to the surrounding flood plain within the Special Flood Hazard Area (SFHA) and to the flood carrying capacity of the area. The study should include cumulative effects of existing and proposed developments demonstrating the combined effects will not increase the water surface elevation of the Base Flood Elevation (BFE) more than one foot at any point. For the AO Flood Zone, the flood study is required to establish the BFE, and set the building elevation accordingly. The flood study shall be consistent with the requirements in accordance with Title 44 of the Code of Federal Regulations by establishing a hydraulic model and HEC-RAS. The study shall clearly identify the lowest floor elevation as being either the bottom of garage, bottom of first floor residential units, bottom of elevator pit, etc. and shall be completely elevated out of the SFHA.
51. Development Fees: Permittee shall pay the following development fees. The information listed in items "a" through "h" are based upon current fee rates; however, those fee rates are subject to change. The exact fee amount shall be determined at the time of building permit fee payment.
- Storm water connection fee at \$21,562/acre for commercial.
 - Water connection fee at \$5.97/gpd for commercial, based upon increased water usage.
 - Sewer connection fee at \$8.52/gpd for commercial, based upon increased average wastewater flow.
 - 3.8% of applicable fees in accordance with City Resolution No. 8969 as Permitting Automation Fee.

e. FEMA Flood Zone Designation Letter fee in the amount of \$100.00 each.

52. Licensing Agreement: The Property Owner shall enter into a licensing agreement with the City to allow the proposed onsite recycled water service lateral to cross through any onsite public easement on the project property and/or the neighboring property at 341 Great Mall Parkway.

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)*

53. 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.
54. 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. Developer shall notify SBWR 7 days in advance to schedule attendance of SBWR inspector during Cross-connection Test.
55. 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.
56. 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.
57. 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 by the Director of Engineering/City Engineer.*

58. Completion of Public Improvements: Permittee shall complete all public improvements, including but not limited to fire service and sanitary sewer laterals for the new gym building, recycled water service connection for the property, new fire hydrant, removal of unused utility service laterals and connections, and appropriate pavement repairs along Great Mall Parkway, as shown on City approved plans.
59. Elevation and Flood Proofing Certificate: Permittee's civil engineer shall submit Elevation and Flood Proofing Certificate for the lowest finished floor elevation of each building for City record.

60. Landscape Certificate of Completion: Permittee shall submit a Certificate of Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.
61. Certificate of Cross-Connection: Permittee shall ensure that the cross-connection specialist complete the required recycled water construction inspection checklist, cross connection test results and any special inspection checklist as required by the South Bay Recycling Program <http://www.sanjoseca.gov/index.aspx?NID=1595> and forward them to the City.
62. 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.
63. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit.

FIRE DEPARTMENT CONDITIONS

The notes listed below will apply to ALL buildings and site, unless specifically identify for one particular building or area.

64. Please do not consider this review as an approval for construction from the Fire Department. The plans submitted are not reviewed nor approved for conformance to the California Building Code (CBC), California Fire Code (CFC) and the Milpitas Municipal Code (MMC). These notes are a general list of the applicable code requirements (2022 Edition), but not limited to, and are provided to assist with the construction permit process.
65. To determine the acceptability of technologies, processes, products, facilities, materials, and uses attending the design, operation or use of a building or premises subject to inspection by the Fire Code Official, the Fire Code Official is authorized to require the owner or agent to provide, without charge to the jurisdiction, a technical opinion(s), plan review(s) and/or report(s). CFC Section 104.7.2
66. Fire Department access. Fire Department apparatus and staff access shall be provided to all buildings and site. Detailed review will be done during construction permit process. CFC Section 503
- a. A Minimum of two independent and approved (approved by the Fire Code Official) means of fire apparatus access shall be provided for the site. Buildings or facilities exceeding 30 feet (9144 mm), or three stories in height, or 50,000 square feet (5760m2) shall be provided with at least two means of fire apparatus access for each structure. 2022 CFC, Section D104.1, adopted and amended by MMC V-300-2.186
 - b. Fire apparatus access roads shall meet the Milpitas Fire Department turning radii guidelines and shall provide continuous apparatus travel. Turning radii for fire apparatus access roads shall be a minimum net clearance of 48 feet 6 inches for the outside radius and 28 feet 0 inches for the inside radius. The layout for the outside and the inside radius shall be from

the same reference point (center). CFC Section 503

- c. Fire apparatus access roads shall provide a minimum clear width of 26 feet. This requirement is for the use and function of a fire ladder apparatus. CFC, Appendix D, Sections D103.1 and D105.2, adopted and amended by Milpitas Municipal Code. MMC V-300-2.185 and 2.188

Townhome style buildings: 22 feet in width drive is acceptable, provided the structures above provides a continuous clear finish dimension of not less than 26 feet centered on the drive. Note, fire apparatus turning, and access requirements noted herein this document shall be met.

- d. 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. When there is a dead-end condition, means for fire apparatus turn-around shall be provided.
- e. Adjacent Access. No source of access from lands adjoining a property to be developed shall be considered unless there is obtained the irrevocable and unobstructed right to use same. CFC Section 503.7, added by MMC V-300-2.56
- f. Fire access roads shall be paved (concrete and/or asphalt cement, or other concrete type pavement approved by the Fire Dept.). Fire apparatus access roads/lanes and emergency vehicle 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. Design criteria shall be based on the City of Milpitas fire apparatus Sutphen S95 Aerial Platform unit. Please contact the Fire Prevention Division if specifications are needed. CFC Section 503.2.3
- g. Ground structures (including landscape) and building projections shall not encroach or impede the fire apparatus access requirements. CFC Section 503.4
- h. Emergency Vehicle Access (EVA) roads, when required, shall meet the fire department site access requirements specified herein this document. CFC Section 503
- i. No parking in fire access roads. The required access road shall be designated and clearly marked as a fire lane. The designated fire lane shall be identified as set forth in Section 22500.1 of the Vehicle Code. The designation shall be indicated (1) by a sign posted immediately adjacent to, and visible from, the designated place clearly stating in letters not less than one inch in height that the place is a fire lane, (2) by outlining or painting the place in red and, in contrasting color, marking the place with the words "FIRE LANE", which are clearly visible from a vehicle, or (3) by a red curb or red paint on the edge of the roadway upon which is clearly marked the words "FIRE LANE". CFC Section 503.3

Minimum marking shall be pole signage and red curb with "FIRE LANE – CVC 22500.1" stencil. Signage and red curbs shall be done throughout and as needed to clearly identify the no parking zones.

- j. Fire Protection. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction. Combustible construction shall not begin until water mains and hydrants are operational and fire apparatus access roads are installed (paved). CFC Section 501.4
- k. 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.

67. Fire Protection Water Supply (hydrants, on-site and public).

- a. An approved water supply (hydrants on-site and public) capable of supplying the required fire flow for fire protection shall be provided upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Water supply shall meet the Fire Code and the City of Milpitas Engineering Division water supply guidelines and the CFC Section 507, Appendix B and Appendix C. Fire flow reduction as noted in the Appendix B of the Fire Code is not permitted, CFC Section B103.2.
- b. Water System Calculations Requirements. Private fire service mains and appurtenances shall be designed and installed in accordance with the City of Milpitas Engineering design guideline requirements and the NFPA 24. Design calculations and all the necessary design information for the water system to meet the domestic and fire flow requirements as per the City of Milpitas Engineer Division water design requirements shall be provided as part of the construction permit process. CFC Section 507

The minimum water flow at the worst-case hydrant outlet within the private system shall be not less than 1,875gpm.
- c. The location and quantity of hydrants will be evaluated during the construction permit process. This applies to the on-site private streets as well as to the public streets. CFC Section 507.5
- d. Hydrant for automatic fire sprinkler and or standpipe systems. Buildings equipped with an automatic fire sprinkler system and or a standpipe system installed in accordance with Sections 903 and or 905 shall have a fire hydrant within 50 feet of the fire department connections. CFC Section 507.1.1, amended by MMC Section V-300-2.61
- e. Private hydrants shall have the bottom 6 inches of the hydrant painted, with a weather resistive paint, white in color. CFC Section 507.5.7, added by MMC V-300-2.62
- f. No parking is permitted in front of fire hydrants. Hydrants located on streets (Public or Private Street) shall have an unobstructed clearance of not less than 30 feet per CA Vehicle Code 22514. Provide stripping per CA Vehicle Code 22500.1. CFC Section 507.5.4

68. Fire service water laterals for building sprinkler systems.

- a. Each building shall have a fire service water laterals for the automatic fire sprinkler system and shall meet the California Fire Code requirements of Chapter 9 and the NFPA 13 and other applicable Standards. Note, the utilities drawings provided are not reviewed nor approved for construction. CFC Section 912.1
Sheet TM5.1. The water line connections for 6"W and 8"SS shall be evaluated during the construction.
 - b. The location of the FDC's/PIV's (fire department connection/post indicator valve) shall be at a readily visible and accessible location off the fire access road and approved by the Fire Code Official. FDC's/PIV's shall not be located behind parking stalls nor behind any other obstruction. Final review for location for the FDC's/PIV's will be conducted during the construction permit process. CFC Section 912.2
 - c. FDC/PIV Signage. A metal sign with raised letters at least 1 inch in size shall be mounted on all fire department connections. Signage shall be reflective, weather resistive and approved by the Fire Code Official. CFC Section 912.5
 - d. Backflow Protection. Potable water supply to the automatic sprinkler and/or the standpipe systems shall be protected against backflow as required by the Health and Safety Code section 13114.7 and the City of Milpitas Utilities Engineering Division. CFC Section 912.6
 - e. Automatic fire sprinkler riser location. The fire sprinkler system riser shall not be located within electrical rooms or storage closets and shall be provided with clear access and working clearance. California Fire Code Section 903.3.5.5, added by MMC Section V-300-2.66
69. 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. CFC Section 504.6, added by MMC Section V-300-2.59
70. Premises Identification. 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. Address numbers shall be Arabic numerals or alphabet letters and shall be consistent with Milpitas standardized addressing guidelines. CFC Section 505
- The Fire Dept. may require the installation of address numbers at multiple building locations.
CFC Section 102.9
71. All required addresses shall be illuminated. CFC Section 505.3, added by MMC V-300-2.60
72. Fire Dept. emergency Key Box (Knox Box, Knox locks, Knox electric switches, etc.). The Fire Code Official is authorized to require a key box(es) to be installed in an approved location(s) if necessary for lifesaving or firefighting purpose. Quantify and location shall be as directed by the Fire Code Official. CFC Section 506

Locked mechanical closets, electrical closets, fire alarm closets, sprinkler riser closets, etc. will need a Fire Dept. approved lock or “Knox” key box.

73. Building/Structure Requirements.

- a. The buildings shall be provided with an automatic fire sprinkler system in conformance with the NFPA 13 Standards. System type will depend on building/structure construction type and area analysis. California Fire Code Section 903.3
 - b. All valves controlling the water supply for the automatic sprinkler system shall be electrically supervised by a listed fire alarm control unit. CFC 903.4
 - c. Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station. CFC Section 903.4.1
 - d. Portable fire extinguishers shall be selected, installed, and maintained in accordance with CFC Section 906.
 - e. All new installations of sprinkler systems shall preclude sprinkler test and system drain water from discharging into the storm drain; provisions to direct water to the sanitary sewer or landscape or other approved means shall be provided. Sprinkler system design shall include the proposed method for drainage of sprinkler system discharge. Storm Water Pollution Regulations
 - f. Fire alarm system(s) shall be zoned as per the requirements of the CFC Sections 907.6.3 and 907.6.4.
 - g. Fire alarm panel (or fire alarm annunciator panel) shall be located in a readily accessible location and shall be provided with the necessary access and working clearance as required by the CA Electrical Code. CFC Section 907.6.4.1.1
 - h. Fire alarm monitoring (Approved supervising station - UL, or FM approved). Fire alarm systems required by the Fire Code or by the California Building Code shall be monitored by an approved supervising station in accordance with the NFPA 72. CFC Section 907.6.6
74. Complete plans and specifications for all aspects of fire protection systems shall be submitted to the Fire Department for review and approval prior to system installation. CFC Section 901.2

POLICE DEPARTMENT CONDITIONS

75. Parking Lot Signage: Parking lot areas shall have postings with appropriate signs per California Vehicle Code Section 22658(a) to assist in removal of vehicles at the property owners’/employer’s request. **(PD)**
76. No Trespassing Signage: “No Trespassing/Loitering” signage shall be posted at the entrances of parking lots placed in conspicuous areas. Signs shall be at least 2’x1’ in overall size, with white background and black 2” high letters. **(PD)**

77. Accessibility: An up-to-date map of the interior floor plan shall be provided to the Police Department. The map shall minimally identify the locations of each room, entry/exit points, storage areas, locations of security cameras, etc. **(PD)**
78. Convex Mirrors: Large convex mirrors shall be installed at the ends of each floor level and/or hallway making users open to visual scrutiny. **(PD)**
79. Knox Boxes: Any and all areas controlled by electronic security devices (i.e. key fobs, access cards, keypads, etc.) shall have Knox boxes installed near such access points with the Knox boxes containing the appropriate security devices to gain entry. If access points are controlled by keypads, management shall provide the Police Department with the needed code(s) and regularly update the Police Department if such code(s) change. **(PD)**
80. Security: A security camera system shall be required for the facility with coverage at all access points into the business. Additionally, the security camera system shall cover the parking lot area to have the clarity necessary to identify an individual vehicle, etc., and have a field of view to maximize the area of coverage. Security cameras shall also cover any enclosed playground area. **(PD)**
81. Security Footage: The security camera system shall be recorded, and the recording shall be maintained for a minimum of one (1) week and be made available to the Police Department upon request. **(PD)**
82. Child Safety Locks: Child safety locks shall be placed on all interior/exterior doors and windows in areas designed for pre-school/Pre-K and elementary students to provide additional safety and security for attending children. **(PD)**
83. Current Photographs: Current photographs of all children enrolled and a parent contact (address, phone numbers, etc.) list at Stratford School shall be maintained. Permittee shall provide the Police Department with photographs and contact lists when requested for specific law enforcement purposes, such as, but not limited to, missing person investigations and custodial abduction cases. **(PD)**
84. Alert Systems: Door chime/alert systems shall be installed on exterior doors in order to notify employees of persons entering and exiting the facility. **(PD)**
85. Emergency Notification: Permittee shall file an emergency notification form with the Police Department so law enforcement can contact Permittee in the event of any major accident, emergency, or unforeseen circumstance. **(PD)**
86. Fire Extinguishers: Permittee shall always have fire extinguishers on site during normal business hours. **(PD)**

Key:

(P) = Planning Department
(B) = Building Department

(E) = Engineering Department
 (F) = Fire Department
 (CAO) = City Attorney's Office
 (PD) = Police Department
 ALL = All Reviewing Departments

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: Jul-02-2024

DocuSigned by:

 9B64853C87664CF

Signature of Permittee

RESOLUTION NO. 24-023

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS APPROVING AND RECOMMENDING APPROVAL OF CONDITIONAL USE PERMIT NO. UP23-0008 TO THE MILPITAS CITY COUNCIL TO ALLOW THE OPERATION OF A NEW PRIVATE MIDDLE/HIGH SCHOOL (STRATFORD PREPARATORY SCHOOL) IN AN EXISTING 51,740 SQUARE FOOT, TWO-STORY OFFICE BUILDING ON A 3-ACRE LOT LOCATED AT 1323 GREAT MALL DR, MILPITAS CA 95035 (APN 086-024-046)

WHEREAS, on July 28, 2023, an application was submitted by Jeremy Theodore of Inhabit Design Inc. (“Applicant”) to allow the operation of a private middle/high school in an existing 51,740 square-foot, two-story office building (“Project”). The Project site is on a 3-acre lot located at 1323 Great Mall Dr. Milpitas CA 95035 (APN 086-024-046); and

WHEREAS, the Planning Department completed an environmental impact assessment for the project in accordance with the California Environmental Quality Act (“CEQA”) and based on which assessment, decided to prepare an Initial Study and Mitigated Negative Declaration (IS/MND) for the Project in accordance with CEQA, and State and local guidelines implementing CEQA.

WHEREAS, on June 26, 2024, the Planning Commission held a duly noticed public hearing on the subject application, at which all those in attendance were given the opportunity to speak on the Project; and

WHEREAS, the Planning Commission has considered all of the written and oral testimony presented at the public hearing in making its decision.

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: California Environmental Quality Act (CEQA)

The Project is in compliance with CEQA Guidelines Section 15064, 15071, and 15370 that an Initial Study/Mitigated Negative Declaration (IS/MND) conducted an environmental assessment of the project in accordance with the California Environmental Quality Act (CEQA) titled “Stratford Preparatory School Project Initial Study and Draft Mitigated Negative Declaration” (IS/MND). On May 29, 2024, the City provided a notice of intent to adopt a Mitigated Negative Declaration to the public, responsible agencies, trustee agencies, and the County Clerk. The IS/MND was available for public review from May 29 through June 28, 2024.

In connection with the adoption of the IS/MND, the record supports findings in accordance with CEQA Guidelines Section 15070, *et seq.* that:

1. The IS/MND reflects the independent judgment and analysis of the City, as lead agency under CEQA; and
2. Based upon the information contained in the IS/MND, any comments received thereon, and the whole record before the City, there is not a fair argument nor substantial evidence that the project will have a significant effect on the environment.
3. City Staff will prepare the Notice of Determination (NOD) and file the necessary forms with the Office of the County Clerk-Recorder of Santa Clara County.

The Planning Commission finds that its actions are consistent with CEQA and recommends the City Council adopt the proposed Stratford Preparatory School Project Initial Study and Draft Mitigated Negative Declaration, find there is neither a fair argument nor substantial evidence that the project, as mitigated, will have a significant effect on the environment, and find the project and the City's approval thereof consistent with CEQA and its implementing guidelines.

SECTION 3: Conditional Use Permit (Section XI-10-57.04(F)(1))

The Planning Commission makes the following findings based on the evidence in the public record in support of Conditional Use Permit No. UP23-0008:

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

The proposed private school facility will serve the community and as designed, will not have any detrimental or injurious impacts on the property or improvements in the vicinity of the property. As a condition of approval, the high school will have no more than 500 students enrolled at once. The school will maintain designated loading and unloading parking spaces staffed by school administrators and teachers during pickup and drop-off hours during the day, ensuring the orderly movement of vehicular traffic throughout the site. The programming allows for a smooth pickup and drop off process that will not be detrimental or injurious to property or improvements in the vicinity nor to the public health, safety, and general welfare.

A comprehensive study, adhering to the requirements of the City of Milpitas, Valley Transportation Authority (VTA), Caltrans, and CEQA provisions, concluded that the project's design and transportation impact analysis meet all necessary guidelines. The analysis confirmed that traffic operations would not have significant impacts according to established engineering standards, and no off-site traffic or transportation mitigations are required. Additionally, the school's operation must comply with all local, state, and federal regulations as part of the Project's Conditions of Approval.

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

The proposed Project is consistent with the policies of the Milpitas General Plan, including as demonstrated in Table 1.

Table 1: General Plan Consistency

Policy	Conformance
<i>LU 1-1:</i> Support a full spectrum of conveniently located residential, commercial, public, and quasi-public uses that support and enhance business development, regional transportation objectives and promote the livability of residential neighborhoods.	Consistent: The Project is located within the incorporated limits of the City of Milpitas and further completes the urban fabric without requiring the expansion of services to unincorporated areas. It contributes additional educational opportunities for residents and will also enhance the City's business reputation by providing the first private high school in the city.
<i>LU 1-6:</i> Ensure adequate school sites by allowing new schools to be located in a variety of compatible land use designations, including residential, commercial, public facilities, and mixed-use designations.	Consistent: The Project is consistent with this policy, as it is located adjacent to the Great Mall, a hotel, several high-density residential neighborhoods, and a mass transit center in a city-planned mixed-use area.
<i>LU 7-4:</i> Support the adaptive reuse, renovation, or redevelopment of aging enters or commercial uses that are no longer viable due to changing market conditions, demographics, or retail trends into areas that support mixed use opportunities.	Consistent: The existing commercial building has been vacant for years, including during the duration of the TASP, and the Project proposes investing at least 20 million dollars to renovate and redevelop the site to support the City's mixed-use objectives for the area.

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

The proposed Project is generally consistent with the Milpitas Zoning Ordinance, as demonstrated in Table 2. Where the project does not comply with development standards, the Development Agreement (DA) will address and mitigate it.

Table 2: Summary of MMSP and C2-TOD - Development Standards

Development Standard	Required	Proposed	Complies?
Density	Mixed-use: 1.0-5.0 FAR; minimum of 1.0 FAR of office or R&D	51,740 (existing) + 7,883 (new) = 59,623 sf Lot area = 130,680 SF Proposed FAR: 0.46	No, this will be addressed with the DA
Building Height, maximum	275 feet or 18 stories	35 feet	Yes
Front Yard Setback	10 feet min, 20 feet max from the back of the sidewalk	96 feet	No, this will be addressed with the DA
Side Yard Setback (street side), minimum	10 feet min, 15 feet max	120 feet	No, this will be addressed with the DA
Side Yard Setback (Interior) Minimum	10 feet	20 feet	Yes
Rear Yard Setback, Minimum	10 feet	16 feet	Yes
Vehicular Parking Requirements	Non-residential (non-industrial) 1 space per 1,500 square feet (Minimum Requirement) Maximum Requirement 1 space per 1,000 square feet $74,318 \text{ sf} / 1,000 = 74$	74	Yes
Table 4-2. Bicycle Parking Requirements	Short-Term Parking Requirement 1 space per 20,000 square feet $59,623 \text{ sf} / 20,000 = 3 \times 1 = 3$	96	Yes

4. *The proposed use is consistent with the Milpitas Metro Specific Plan.*

The proposed Project is consistent with the Milpitas Metro Specific Plan, including as demonstrated and outlined in Tables 2 & 3. Where the project does not comply with development standards, the Development Agreement (DA) will address and mitigate it.

Table 3: MMSP Consistency

Policy	Conformance
<i>M 6.2. Safe Routes to School. Work with Safe Routes to School programs to encourage children to walk or bike to school.</i>	Consistent: The Project applicant has been connected to the City's Engineering staff to establish safe walking routes to this new high school location and the existing elementary school to the south.
<i>ICS 3.7. Require, where reasonable and feasible, that commercial uses, schools, and non-residential mixed-use developments include dual plumbing to enable indoor recycled water use for nonpotable uses to the extent feasible.</i>	Consistent: The Project proposes a recycled water line connection from Falcon Drive to the subject site, which is in conformance with this requirement.
<i>CB 7. Citywide Sustainability Policies. The Milpitas Metro Plan Area is a center of development and change in Milpitas and will serve as an example for the implementation of sustainable building practices in the city. Additional sustainability policies are located in the City of Milpitas Climate Action Plan.</i>	Consistent: The Project will ensure that all buildings on-site are certified Silver, Leadership in Energy and Environmental Design (LEED), and ensure compliance with the CAL Green Code. LEED certification is a globally recognized symbol of sustainability achievement and leadership.

SECTION 4: Student Enrollment Cap

The maximum number of students enrolled at any given time shall not exceed 500. This cap is established to ensure that the facility operates within the capacity limits considered during the CUP approval process. Expansion beyond this cap is prohibited and shall result in the immediate expiration of this permit without further notice or additional process of the law.

SECTION 5: Restriction on Expansion

The existing building footprint or total square footage shall not be expanded. Any application that is not withdrawn by the applicant or approved by the City Council within nine (9) months or any other attempt whatsoever to expand the physical structure, including but not limited to the construction of new buildings, extensions, or significant renovations that increase the total square footage, is prohibited and shall result in the immediate expiration of this permit without further notice or additional process of the law.

SECTION 6: Revocation Clause

Upon revocation of the CUP, Stratford Preparatory School must immediately cease all operations associated with the use permitted under the CUP.

SECTION 7: Planning Commission Action

The Planning Commission of the City of Milpitas hereby adopts Resolution No. 24-023 approving and recommending approval of Conditional Use Permit No. UP23-0008 to the Milpitas City Council based on the above Findings and subject to the Conditions of Approval attached hereto as Exhibit 1 and incorporated herein.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Milpitas on June 26, 2024:

DocuSigned by:
Chair Mercedes Albana
2B40D51C93E540A...

Jul-01-2024

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 June 26, 2024, and carried by the following roll call vote:

COMMISSIONER	AYES	NOES	ABSENT	ABSTAIN
Alexander Galang	X			
Chia Ling Kong	X			
Dipak Awasthi			X	
Mercedes Albana	X			
Michael Caulkins			X	
Parveen Gupta	X			
Sonia Medina-Ashby	X			

EXHIBIT 1

CONDITIONAL USE PERMIT NO. UP23-0008
1323 GREAT MALL DR, MILPITAS CA 95035 (APN 086-024-046)

The City of Milpitas Planning Commission and City Council approve Conditional Use Permit No. UP23-0008 in accordance with XI-10-57.04 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 Conditional Use Permit allows the operation of a new private middle/high school (Stratford Preparatory School) on a 3.0-acre lot located at 1323 Great Mall Dr, Milpitas CA 95035. This approval is subject to all other necessary reviews, approvals, studies, and inspections necessary for such use including for the issuance of building permits or occupancy.

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

General Conditions

1. General Compliance: The Permittee and owner, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit. **CONDITIONAL USE PERMIT NO. UP23-0008** (collectively "Permit") shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed. The Permittee shall develop the site in accordance with the approved Attachments and as modified by these Conditions of Approval.
2. Effective Date: Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the City Council approved this Permit.
3. Acceptance of Permit: Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
 - a. Acceptance of this Permit by Permittee; and
 - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
4. Permit Expiration: Pursuant to Section XI-10-64-06 of the Milpitas Municipal 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 as may be extended under Section XI-10-64-07, or the expiration of the Development Agreement, whichever is later. 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.

5. 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 project 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/E)**
6. Notice: Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the Permittee may file a protest has begun under California Government Code Section 66020(d)(1).
7. 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. **(ALL)**
8. 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 Project is operating under the permits and approvals in this Resolution. **(ALL)**
9. Conditions of Approval: As part of the issuance of building permits, the Permittee shall include within the first four 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)**
10. Written Response to Conditions: The Permittee shall provide a written response to the Conditions of Approval indicating how each condition has been addressed with the building permit application submittal. **(ALL)**
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. **(CAO/P/E/B/F)**
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.
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 (the "Indemnified Parties") from and against any and all third party claim, action, or proceeding against City and/or the Indemnified Parties to attack, review, set aside, void or annul the City's approval of **CONDITIONAL USE PERMIT NO UP23-0008**; including any environmental determination made therefore. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, reasonable attorneys' fees, and other reasonable expenses incurred in connection

with such claim, action, causes of action, suit or proceeding. The Permittee shall pay to the City upon demand or, as applicable, on a monthly basis to counsel of City's reasonable choosing, amounts owed pursuant to the indemnification requirements prescribed in this condition, provided each such demand or monthly payment request includes reasonably detailed back-up documentation, including invoices and/or receipts, as applicable, for all amounts to be paid. Notwithstanding the foregoing, City shall have the right to redact invoices and/or receipts as necessary to preserve attorney-client privilege. City shall promptly notify the Permittee of any claim, action, or proceeding and shall engage in reasonable efforts to cooperate in the defense. If City fails to so promptly notify the Permittee, or if City fails to engage in reasonable efforts to cooperate in the defense, then the Permittee's indemnification obligations as set forth in this condition of approval shall thereafter terminate. The Permittee shall not be required to pay or perform any settlement unless the settlement is approved by the Permittee. The above indemnification is intended to be as broad as permitted by applicable law. To the extent the above indemnification is limited by Government Code Section 66474.9, any limitations shall only apply to **CONDITIONAL USE PERMIT NO. UP23-0008**, and the balance of the Permit shall be unaffected by said Government Code section. **(CA)**

14. Certificate of Insurance: Permittee shall provide certificate of insurance and name City as an additional insured in its insurance policies for the Project.
15. Revocation, Suspension, Modification: This Permit may be suspended, revoked or modified in accordance with Section XI-10-63.06 of the Milpitas Municipal Code.
16. 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.
17. Development in Conformance with Approved Plans: The Permittee shall develop the approved project in conformance with the approved plans approved by the Planning Commission on June 26, 2024, in accordance with these Conditions of Approval.

Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, Permittee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**
18. Compliance with Fire Department and California Fire Code: The Project shall comply with the requirements of the Milpitas Fire Department and the California Fire Code as adopted by the City. Changes to the site plan and/or building(s) requires review and approval by the Fire Department. **(F)**
19. Compliance with Building Department: Compliance with Building Department: Compliance with California Code of Regulations. The Project shall comply with the requirements of the Building Safety and Housing Department and the California Code of Regulations Title 24 and

the Milpitas Municipal Code as adopted by the City. Building permits shall be submitted to and approved by the Building Safety and Housing Department prior to start of construction. All California Code of Regulations Title 24 and Milpitas Municipal Code requirements applicable at the time of building permit application must be met in advance of any building permit approvals or related construction. Changes to the site plan and/or building plan require review and approval by the Building Safety Department. **(B)**

Planning Conditions

20. Student Enrollment Cap: The maximum number of students enrolled at any given time shall not exceed 500. This cap is established to ensure that the facility operates within the capacity limits considered during the CUP approval process. Expansion beyond this cap is prohibited and shall result in the immediate expiration of this permit without further notice or additional process of the law.
21. Restriction on Expansion: The existing building footprint or total square footage shall not be expanded. Any application that is not withdrawn by the applicant or approved by the City Council within nine (9) months or any other attempt whatsoever to expand the physical structure, including but not limited to the construction of new buildings, extensions, or significant renovations that increase the total square footage, is prohibited and shall result in the immediate expiration of this permit without further notice or additional process of the law.
22. Hours of Operation: The Project shall comply with the hours of operations as follows: Monday through Friday – 7:00 AM to 6:00 PM for primary educational instruction; ancillary special events on nights and weekends within the hours of 7:00 am- 10:00 pm **(P)**
23. Operations: The maximum number of children at all times shall be no more than 500 students. Permittee shall also meet all State and local (Building and Fire) occupancy limitations or requirements. **(P)**
24. Designated Loading/Unloading Parking Spaces: The Permittee shall designate eight (8) dedicated loading/unloading parking spaces clearly identified by signage. **(P)**

Key:

(P) = Planning Department
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 (F) = Fire Department
 (CAO) = City Attorney's Office
 (PD) = Police Department
 ALL = All Reviewing Departments

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: Jul-02-2024 _____

DocuSigned by:

9B64853C87664CE...

Signature of Permittee

Avery Stark

From: Planning Department
Sent: Tuesday, May 21, 2024 12:31 PM
To: Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

From: Prabhu Kasinathan [REDACTED]
Sent: Tuesday, May 21, 2024 12:00 PM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

CAUTION: EXTERNAL SENDER

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

Dear Mayor, City Councilmembers and Planning Commissioners,

I am a Milpitas resident, and my child attends a local Stratford School. I am writing to ask you to ensure that the Comprehensive Zoning Ordinance Update supports Stratford's Preparatory campus proposed at 1323 Great Mall Drive and approve the Conditional Use Permit and other applications as soon as possible so the campus can open for the 25/26 school year.

We love the opportunity and options that Milpitas offers when it comes to quality education. We chose Stratford School because it provides a unique, high-quality private education opportunity for our child. Our family would like to have the ability to continue into middle and high school at a new Stratford Preparatory campus in Milpitas.

My family strongly supports the new Stratford Preparatory 500-student upper school campus in Milpitas. The creation of this small, urban campus for grades 6-12 will allow Stratford to realize its long-term vision of serving local families with a continuous preschool through high school educational curriculum in our city.

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Please support Stratford's new campus by providing all necessary approvals as soon as possible so this new campus can open in the summer of 2025!

Sincerely,
Prabhu Kasinathan
Email: [REDACTED]

[REDACTED] CA - 95035

Avery Stark

From: Planning Department
Sent: Friday, May 17, 2024 12:31 PM
To: Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit



Jessica Thiragirayuta
Planning Technician
Phone (408) 586-3284 **Fax** (408) 586-3305
Email jthiragirayuta@milpitas.gov
455 E. Calaveras Blvd., Milpitas CA 95035
www.ci.milpitas.ca.gov/planningdepartment
  

Public Counter Hours:

Monday - Thursday from 8 am - 5 pm, closed 12 pm to 1 pm (In-person)

Friday - 8 am – 12pm (In-person), 1pm - 5 pm (Virtual)

From: gop's [REDACTED] >
Sent: Friday, May 17, 2024 11:12 AM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Saumya Venkatram <sam.venk@gmail.com>; sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Sincerely,

Gopal B. Iyer

A black rectangular redaction box covering the signature of Gopal B. Iyer.

Avery Stark

From: Planning Department
Sent: Friday, May 17, 2024 7:03 AM
To: Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit



Jessica Thiragirayuta
Planning Technician
Phone (408) 586-3284 **Fax** (408) 586-3305
Email jthiragirayuta@milpitas.gov
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From: Nina Dai [REDACTED]
Sent: Thursday, May 16, 2024 11:05 PM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Please support Stratford's new campus by providing all necessary approvals as soon as possible so this new campus can open in the summer of 2025!

Sincerely,
Nina D. Family
Milpitas residents

Sent from my iPhone

Avery Stark

From: Planning Department
Sent: Thursday, May 16, 2024 7:31 AM
To: Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

From: Karthik (GK) [REDACTED]
Sent: Wednesday, May 15, 2024 9:45 PM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Please support Stratford's new campus by providing all necessary approvals as soon as possible so this new campus can open in the summer of 2025!

Sincerely,
Karthikeyan Ganapathy

[REDACTED]
[REDACTED]

Avery Stark

From: Planning Department
Sent: Wednesday, May 15, 2024 2:47 PM
To: Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit



Jessica Thiragirayuta
Planning Technician
Phone (408) 586-3284 **Fax** (408) 586-3305
Email jthiragirayuta@milpitas.gov
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From: Hao Shen [REDACTED]
Sent: Wednesday, May 15, 2024 7:02 AM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Dear Mayor, City Councilmembers and Planning Commissioners,

This is Hao Shen. I have lived in Milpitas for more than 10 years. I have two children who both attend a local Stratford School. I am writing to ask you to ensure that the Comprehensive Zoning Ordinance Update supports Stratford's Preparatory campus proposed at 1323 Great Mall Drive and approve the Conditional Use Permit and other applications as soon as possible so the campus can open for the 25/26 school year.

We love the opportunity and options that Milpitas offers when it comes to high quality education. We chose Stratford School because it provides a unique, high-quality private education opportunity for our child. Our family would like to have the ability to continue into middle and high school at a new Stratford Preparatory campus in Milpitas.

My family strongly supports the new Stratford Preparatory 500-student upper school campus in Milpitas. The creation of this small, urban campus for grades 6-12 will allow Stratford to realize its long-term vision of serving local families with a continuous preschool through high school educational curriculum in our city.

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Please support Stratford's new campus by providing all necessary approvals as soon as possible so this new campus can open in the summer of 2025!

Sincerely,

Hao

A solid black rectangular box used to redact the signature of Hao.

Avery Stark

From: Planning Department
Sent: Tuesday, May 14, 2024 7:27 AM
To: Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

From: Anish Nayak [REDACTED]
Sent: Monday, May 13, 2024 11:16 PM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Please support Stratford's new campus with all necessary approvals such that this new campus can open in the summer of 2025!

Thanking you,
Sincerely,
Anish Kumar Nayak
[REDACTED]

Avery Stark

From: Planning Department
Sent: Tuesday, May 14, 2024 7:27 AM
To: Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

From: Raghu K. Raman [REDACTED]
Sent: Monday, May 13, 2024 10:15 PM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Sean@morleybros.com; swathi R [REDACTED]
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Sincerely,

Name: Raghu & Swathi Ramadurai

Milpitas Address: [REDACTED]
[REDACTED]

Avery Stark

From: Planning Department
Sent: Tuesday, May 14, 2024 7:27 AM
To: Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

From: Yue Liu [REDACTED]
Sent: Monday, May 13, 2024 8:48 PM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Please support Stratford's new campus by providing all necessary approvals as soon as possible so this new campus can open in the summer of 2025!

Sincerely,
Yue Liu

[REDACTED]
[REDACTED]

Avery Stark

From: Planning Department
Sent: Tuesday, May 14, 2024 7:26 AM
To: Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

-----Original Message-----

From: abhishek kothari [REDACTED]
Sent: Monday, May 13, 2024 6:22 PM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Sincerely,
Abhishek Kothari



Hi Holly, KP, and Avery,

I'm going to forward you a string of emails all with the same message sent from different residents.

Thanks,



Jessica Thiragirayuta

Planning Technician

Phone (408) 586-3284 **Fax** (408) 586-3305

Email jthiragirayuta@milpitas.gov

455 E. Calaveras Blvd., Milpitas CA 95035

www.ci.milpitas.ca.gov/planningdepartment



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Friday - 8 am – 12pm (In-person), 1pm - 5 pm (Virtual)

From: Gaurav Khurana [REDACTED]

Sent: Sunday, May 12, 2024 6:59 PM

To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>

Cc: Sean@morleybros.com

Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Dear Mayor, City Councilmembers and Planning Commissioners,

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Sincerely,

Gaurav Khurana

A solid black rectangular box used to redact the signature of Gaurav Khurana.

Avery Stark

From: Planning Department
Sent: Monday, May 13, 2024 2:39 PM
To: Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit



Jessica Thiragirayuta
Planning Technician
Phone (408) 586-3284 **Fax** (408) 586-3305
Email jthiragirayuta@milpitas.gov
455 E. Calaveras Blvd., Milpitas CA 95035
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Friday - 8 am – 12pm (In-person), 1pm - 5 pm (Virtual)

From: kiran kumar [REDACTED]
Sent: Monday, May 13, 2024 1:43 PM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Sincerely,
Bondali Kiran Kumar

[REDACTED]

--

Avery Stark

From: Planning Department
Sent: Monday, May 13, 2024 2:39 PM
To: Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

Got your most recent email. I will exclude Holly and KP with these other ones.

Thanks!



Jessica Thiragirayuta

Planning Technician

Phone (408) 586-3284 **Fax** (408) 586-3305

Email jthiragirayuta@milpitas.gov

455 E. Calaveras Blvd., Milpitas CA 95035

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From: Nishchay Sinha [REDACTED]
Sent: Monday, May 13, 2024 1:37 PM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Dear Mayor, City Councilmembers and Planning Commissioners,

I am a Milpitas resident, and my child attends a local Stratford School. I am writing to ask you to ensure that the Comprehensive Zoning Ordinance Update supports Stratford's Preparatory campus proposed at 1323 Great Mall Drive and approve the Conditional Use Permit and other applications as soon as possible so the campus can open for the 25/26 school year.

We love the opportunity and options that Milpitas offers when it comes to quality education. We chose Stratford School because it provides a unique, high-quality private education opportunity for our child. Our family would like to have the ability to continue into middle and high school at a new Stratford Preparatory campus in Milpitas.

My family strongly supports the new Stratford Preparatory 500-student upper school campus in Milpitas. The creation of this small, urban campus for grades 6-12 will allow Stratford to realize its long-term vision of serving local families with a continuous preschool through high school educational curriculum in our city.

Having such a wonderful new private high school in Milpitas will be an incredible opportunity for our families to stay local and continue with Stratford. The new campus will also contribute many positive benefits to the City, including investment in the new Metro Specific Plan Area.

Please support Stratford's new campus by providing all necessary approvals as soon as possible so this new campus can open in the summer of 2025!

Sincerely,
Nishchay Sinha

[REDACTED]

Avery Stark

From: Planning Department
Sent: Monday, May 13, 2024 2:36 PM
To: Holly Pearson
Cc: Kristina Phung; Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit



Jessica Thiragirayuta
Planning Technician
Phone (408) 586-3284 **Fax** (408) 586-3305
Email jthiragirayuta@milpitas.gov
455 E. Calaveras Blvd., Milpitas CA 95035
www.ci.milpitas.ca.gov/planningdepartment
  

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From: Bochao Zhang [REDACTED]
Sent: Monday, May 13, 2024 10:26 AM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Sincerely,

BOCHAO ZHANG

[REDACTED]

Avery Stark

From: Planning Department
Sent: Monday, May 13, 2024 2:35 PM
To: Holly Pearson
Cc: Kristina Phung; Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit



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From: Jason Yu [REDACTED]
Sent: Monday, May 13, 2024 8:00 AM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Dear Mayor, City Councilmembers and Planning Commissioners,

I am a Milpitas resident, and my child attends a local Stratford School at the Great Mall campus. I am writing to ask you to ensure that the Comprehensive Zoning Ordinance Update supports Stratford's Preparatory campus proposed at 1323 Great Mall Drive and approve the Conditional Use Permit and other applications as soon as possible so the campus can open for the 25/26 school year.

We love the opportunity and options that Milpitas offers when it comes to quality education. We chose Stratford School because it provides a unique, high-quality private education opportunity for our child. Our family would like to have the ability to continue into middle and high school at a new Stratford Preparatory campus in Milpitas.

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Please support Stratford's new campus by providing all necessary approvals as soon as possible so this new campus can open in the summer of 2025!

Sincerely,

Jason Yu

Avery Stark

From: Planning Department
Sent: Monday, May 13, 2024 2:35 PM
To: Holly Pearson
Cc: Kristina Phung; Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit



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From: Vikram Sulakhe [REDACTED]
Sent: Sunday, May 12, 2024 9:50 PM
To: Planning Department <PlanningDepartment@milpitas.gov>; Sean@morleybros.com; Anthony Phan <aphan@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; Hon Lien <hlien@milpitas.gov>
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Dear Mayor, City Councilmembers and Planning Commissioners,

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Sincerely,
Vikram Sulakhe

A solid black rectangular box used to redact the signature of Vikram Sulakhe.

Avery Stark

From: Planning Department
Sent: Monday, May 13, 2024 2:34 PM
To: Holly Pearson
Cc: Kristina Phung; Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit



Jessica Thiragirayuta
Planning Technician
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From: JING MA [REDACTED]
Sent: Sunday, May 12, 2024 9:26 PM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Please support Stratford's new campus by providing all necessary approvals as soon as possible so this new campus can open in the summer of 2025!

Sincerely,

Jing Ma

A solid black rectangular box used to redact the signature of Jing Ma.

Avery Stark

From: Planning Department
Sent: Monday, May 13, 2024 2:33 PM
To: Holly Pearson
Cc: Kristina Phung; Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit



Jessica Thiragirayuta
Planning Technician
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From: Anshul Bakliwal [REDACTED]
Sent: Sunday, May 12, 2024 7:56 PM
To: Planning Department <PlanningDepartment@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; Hon Lien <hlien@milpitas.gov>
Cc: Sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Dear Mayor, City Councilmembers and Planning Commissioners,

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Please support Stratford's new campus by providing all necessary approvals as soon as possible so this new campus can open in the summer of 2025!

Sincerely,

Name: Anshul Bakliwal

Milpitas Address: [REDACTED]

thanks & regards,
Anshul Bakliwal.

Avery Stark

From: Planning Department
Sent: Monday, May 13, 2024 2:33 PM
To: Avery Stark
Subject: FW: Support establishing a new High School campus by Stratford in Milpitas



Jessica Thiragirayuta
Planning Technician
Phone (408) 586-3284 **Fax** (408) 586-3305
Email jthiragirayuta@milpitas.gov
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From: Leon Liu (chuliu) [REDACTED]
Sent: Sunday, May 12, 2024 7:52 PM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Sean@morleybros.com
Subject: Support establishing a new High School campus by Stratford in Milpitas

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Dear Officers in Milpitas City Government,

I am writing to express my strong support for the establishment of a high school by Stratford School in our city. As a resident of Milpitas and a parent invested in the education of our youth, I believe that the addition of a high school operated by Stratford would be immensely beneficial to our community.

The presence of a Stratford high school in our city would offer our students access to a rigorous and enriching academic curriculum, complemented by a supportive learning environment that encourages curiosity, critical thinking, and creativity. Furthermore, it would provide families in Milpitas with an additional choice in their pursuit of educational opportunities tailored to the needs of their children.

I am confident that the establishment of a high school by Stratford School would not only enhance the educational landscape of Milpitas but also contribute positively to the overall growth and prosperity of our community. Therefore, I urge you to consider this proposal favorably and extend your support for this initiative.

Thank you for your attention to this matter. I trust that you will carefully weigh the potential benefits of welcoming a Stratford high school to our city, and I look forward to seeing the positive impact it will have on the lives of our students and families.

Sincerely,
Leon Liu



Avery Stark

From: Planning Department
Sent: Monday, May 13, 2024 2:32 PM
To: Holly Pearson
Cc: Kristina Phung; Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit



Jessica Thiragirayuta
Planning Technician
Phone (408) 586-3284 **Fax** (408) 586-3305
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From: pragati kenkare [REDACTED]
Sent: Sunday, May 12, 2024 7:43 PM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Dear Mayor, City Councilmembers and Planning Commissioners,

I am a Milpitas resident, and my child attends a local Stratford School. I am writing to ask you to ensure that the Comprehensive Zoning Ordinance Update supports Stratford's Preparatory campus proposed at 1323 Great Mall Drive and approve the Conditional Use Permit and other applications as soon as possible so the campus can open for the 25/26 school year.

We love the opportunity and options that Milpitas offers when it comes to quality education. We chose Stratford School because it provides a unique, high-quality private education opportunity for our child. Our family would like to have the ability to continue into middle and high school at a new Stratford Preparatory campus in Milpitas.

My family strongly supports the new Stratford Preparatory 500-student upper school campus in Milpitas. The creation of this small, urban campus for grades 6-12 will allow Stratford to realize its long-term vision of serving local families with a continuous preschool through high school educational curriculum in our city.

Having such a wonderful new private high school in Milpitas will be an incredible opportunity for our families to stay local and continue with Stratford. The new campus will also contribute many positive benefits to the City, including investment in the new Metro Specific Plan Area.

Please support Stratford's new campus by providing all necessary approvals as soon as possible so this new campus can open in the summer of 2025!

Thank you!!

Sincerely,

Pragati Kenkare

[REDACTED]

Avery Stark

From: Planning Department
Sent: Monday, May 13, 2024 2:32 PM
To: Holly Pearson
Cc: Kristina Phung; Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit



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From: Anish Karandikar [REDACTED]
Sent: Sunday, May 12, 2024 7:24 PM
To: Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>; Carmen Montano <cmontano@milpitas.gov>
Cc: sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Sincerely,
Anish Karandikar



Avery Stark

From: Planning Department
Sent: Monday, May 13, 2024 2:32 PM
To: Holly Pearson
Cc: Kristina Phung; Avery Stark
Subject: FW: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

Hi Holly, KP, and Avery,

I'm going to forward you a string of emails all with the same message sent from different residents.

Thanks,



Jessica Thiragirayuta

Planning Technician

Phone (408) 586-3284 **Fax** (408) 586-3305

Email jthiragirayuta@milpitas.gov

455 E. Calaveras Blvd., Milpitas CA 95035

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From: Gaurav Khurana [REDACTED]
Sent: Sunday, May 12, 2024 6:59 PM
To: Carmen Montano <cmontano@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; Anthony Phan <aphan@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; City Clerk <cityclerk@milpitas.gov>; Planning Department <PlanningDepartment@milpitas.gov>
Cc: Sean@morleybros.com
Subject: Stratford Preparatory Milpitas Campus, 1323 Great Mall Drive - Zoning Code Update & Conditional Use Permit

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Dear Mayor, City Councilmembers and Planning Commissioners,

I have been a Milpitas resident since 2013, and my child attends a local Stratford School. I am writing to ask you to ensure that the Comprehensive Zoning Ordinance Update supports Stratford's Preparatory campus proposed at 1323 Great Mall Drive and approve the Conditional Use Permit and other applications as soon as possible so the campus can open for the 25/26 school year.

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Sincerely,

Gaurav Khurana

A solid black rectangular box used to redact the signature of Gaurav Khurana.

Avery Stark

From: Sean Morley <sean@morleybros.com>
Sent: Wednesday, July 3, 2024 9:09 AM
To: Avery Stark
Cc: Jeremy Theodore; Mark Philpott
Subject: Stratford Preparatory, 1323 Great Mall Drive Conditional Use Permit | Milpitas Unified School District Considerations
Attachments: Stratford Prep & MUSD Considerations (7.3.24).pdf

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Dear Avery,

Stratford School appreciates the opportunity to follow up on the Planning Commission's recommendation that the applicant should share data and information with the City Council regarding any potential enrollment impact its proposed new high school might have on Milpitas Unified School District in response to the Superintendent's comments at the public hearing.

We are submitting a detailed analysis in the attached PDF which makes clear that only a very few of Stratford's new high school students might be coming from, or electing not to attend, Milpitas Unified School District. Counter to MUSD's suggestion, all credible information and data indicates new high school students will be coming from existing Stratford schools and other private schools with 9th graders in the area, and the actual number of potential MUSD students in question is minimal.

Stratford knows this to be certain based on actual record enrollment data it produced for the 22/23 school year at MUSD's request. It shows only 41% of Stratford students at Milpitas campuses live in the City and just 16 students out of 1109 came from MUSD, less than 1.5%, and only 0.16% of all MUSD students. It is especially important to note that only four (4) 8th graders on average have moved from Stratford's Milpitas campus to MUSD for high school in recent years. In addition, last year only 20 students living in Milpitas attended Stratford's new high school in San Jose, less than 3% of all students on this campus. A comparison of County enrollment data between private and public school students generally supports this same conclusion for Milpitas private schools as student enrollment ratios in the City closely track County-wide data.

MUSD has not produced any information to contradict Stratford's hard enrollment data. Instead the district's enrollment projection consultant recently offered only some vague suggestions that Stratford Schools "may" be having an impact on MUSD kindergarten enrollment and a new high school "could" divert private 9th graders from attending MUSD for high school. However, his own data and analysis don't support these suggestions.

In summary, the District enrollment projection consultant reports over the last two years make clear that two other major factors are causing downward enrollment trends at MUSD: (i) post pandemic moves out of the area due to high cost of living and job loss and (ii) an aging population that is reducing the average student per household ratio in the City. Stratford's actual enrollment data clearly demonstrates its schools in Milpitas are not materially impacting MUSD enrollment.

Please include this email and enclosed material in the City Council Agenda package. If you have any follow up questions, please let me know.

Regards,

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STRATFORD PREPARATORY

Our new high school students won't be coming from MUSD.

Based on record data from Stratford's existing student population, we estimate that up to 7 additional students could come from MUSD.

MUSD/County comparative data analysis indicates there will be no on effect on MUSD.

The MUSD enrollment projection consultant told the Board last year that Stratford historically has had little impact on district enrollment.

The demographer is now projecting the middle/high school enrollment will actually increase nearly 3% by 2028.

He appears to have accounted for the new Stratford Prep campus opening in these projections.

How Many MUSD Students are Expected to Attend Stratford Preparatory's New Campus in Milpitas?				
	Stratford Estimate	MUSD/County Data Comparison	MUSD Consultant Comments	
Student Information	Student Record Data	Data Analysis	2023 Historical Analysis	2024 Assertions
MUSD Student Transfer #	Up to 7	No Effect	No Effect	No Clear Impact
% of Stratford Students	1.44%	Similar	--	--
% of MUSD Students	0.22%	Similar	--	--
Source	See prior data tables	See prior data tables	Board Comments (4/23)	Board Comments (5/24) & Enrollment Projection Report

MUSD CONSIDERATIONS



STRATFORD PREPARATORY

New private schools have not triggered a downward enrollment trend for the district.

Stratford Schools have de minimis effect on MUSD's annual enrollment.

During the 22/23 academic year 41% of students at a Stratford School in Milpitas lived in the City.

However, only 16 net students at our three Milpitas schools with student enrollment of 1109 came from MUSD.

This represents less than 0.16% of the District's 9,967 students last year.

Stratford Schools in Milpitas - 2022/23 Academic Year Enrollment															
School	PS	Pre-K	K	1st	2d	3rd	4th	5th	6th	7th	8th	# Students/ School	# of Milpitas Residents	# transfered from MUSD	# transfered to MUSD
Great Mall (preK-8th)	48	92	83	82	66	80	66	66	45	48	40	716	321	21	4
Corning Ave. (1st-5th)	X	X	99	48	24	24	18	23	X	X	X	236	81	6	3
Beresford Sq. (preschool - 2nd)	75	82				X	X	X	X	X	X	157	55	0	4
# Students/Grade	123	174	182	130	90	104	84	89	45	48	40	1109	457	27	11

MUSD CONSIDERATIONS



STRATFORD PREPARATORY

Milpitas has no private grade 9-12 schools;

There are 63 private high schools in Santa Clara County, accounting for 1/3 of all private schools. There could be 2 or 3 in Milpitas based on county population averages.

The ratio of students at private/public high schools in Milpitas is projected to be 15.9% when the new high school opens, similar to County-wide statistics.

Last year only 20 Milpitas residents attended Stratford's new high school in San Jose, approximately 3% of all students.

New students will primarily matriculate from Stratford schools or come from the current 40K+ private school students in the area, not public schools.

Santa Clara County/MUSD Private & Public School Data				
2022/23 School Year	Milpitas Unified School Dist.	Santa Clara County	MUSD/SCC Ratio	Data Source
# of public school districts	1	37	2.7%	https://www.ed-data.org/county/Santa-Clara
Census Population	77,738	1,870,945	4.2%	https://www.census.gov/quickfacts/
# of public school students	9,967	236,428	4.2%	https://www.ed-data.org/county/Santa-Clara , https://www.ed-data.org/district/Santa-Clara/Milpitas-Unified ;
# of public school students (grades 9-12)	3,149	80,552	3.9%	
# of private schools	8	183	4.4%	https://www.cde.ca.gov/ds/si/ps/
# of private schools (w/ grades 9-12)	1 (projected)	64	1.6%	https://www.cde.ca.gov/ds/si/ps/documents/privateschools2223.xlsx (excludes Excell on line school)
# of private school students	1,570	42,086	3.7%	https://www.cde.ca.gov/ds/si/ps/documents/privateschools2223.xlsx (excludes Excell on line school)
# of private school students (grades 9-12)	500 (projected)	13,187	3.8%	https://www.cde.ca.gov/ds/si/ps/documents/privateschools2223.xlsx (excludes Excell on line school)
Private/Public Student %	15.8%	17.8%	88%	Calculated from data
Private/Public 9-12 Student %	15.9% (projected)	16.4%	97%	Calculated from data



STRATFORD PREPARATORY

MUSD Planning Commission Comments

#1 - Stratford may be contributing to lower K-2 enrollment

While the specific numbers cannot be determined, we suspect that one factor in these lower K-2 amounts since 2020 is the opening of another local Stratford elementary school. Data provided last year by the Stratford organization showed that only a few students who had been enrolled in MUSD schools had transferred to Stratford schools. This difference does not, however, cover kindergartners who would have been enrolled in MUSD schools rather than the Stratford schools if the latter did not exist. Nonetheless, the student distributions between just the 3-5, 6-8 and 9-11 grade groups in all three SFD value categories still indicates aging families on average, with fewer children under age five than in the past.

#2 - Some private school 9th graders in high income Milpitas homes may not go to public high schools if the new school opens.

With all of these applied cumulative rates being in the vicinity of 1.00, the kindergarten projections and the differing amounts graduating upward through the grades are the more significant findings for the forecast, with one exception at the high school level. That exception deals with the advancement rates entering ninth grade from the more expensive dwellings. These homes have tended to add students as each class graduated into ninth grade. This is presumably due to students coming out of private schools. When a local Stratford high school opens in 2025, some of this gain from the more expensive homes may no longer occur, as is projected.

#3 - Stratford probably factors into a significant correlative ratio decline in Milpitas births to later kindergarten enrollment.

Students attending Stratford schools probably factors into this correlative ratio decline, but the pandemic also contributed, with some families moving away after children were born. The major job losses during the pandemic made living locally, with the high housing costs, too difficult for many young families of limited financial means and they had to move elsewhere. The latest kindergarten reductions in most of our South Bay client districts have been concentrated in the more affordable units, which supports this economic-related assumption.

Stratford Responses

#1 - The consultant states he can't determine specific numbers, but cites other major contributing factors including aging families with fewer children and lower income families moving from Milpitas.

#2 - MUSD's consultant doesn't quantify the number of students that might move from Stratford to MUSD in 9th grade, only presumes a local high school would change this factor. Based on Stratford's actual data, only four (4) 8th graders on average have moved from its Milpitas campus to MUSD for high school in each recent year.

#3 - The District consultant makes clear the pandemic was the major contributing factor with families simply moving away due to job losses which is consistent with data from other South Bay school districts.



STRATFORD PREPARATORY

4/18/23 Board Discussion - Private Schools/Stratford

District enrollment trends are generally stable through 2027. Enrollment has not fallen off compared to drastic declines elsewhere in the county primarily due to desirability of MUSD where young families want to be.

Any recent enrollment drop is due primarily to the pandemic and aging households without children, not because of private schools.

"I don't see a major hit happening to the trends because of the Stratfords . . . " "When Stratford School opened, I did not see a notable hit that year to your schools." -

Consultant response to Board questions.



Projected Enrollments

2022 to 2027

DRAFT

April 18, 2023, Board Presentation

by Thomas Williams of

Enrollment Projection Consultants

SUMMARY

- (1) The Milpitas Unified School District has had periods of large enrollment gains and losses since 1993 and continuing the latest trends may have seemed likely within each of those eras, but a shift always eventually occurred. Such a shift is what we are projecting for the pending total. The pandemic was a key factor in the decline by 425 students since 2020, but all but 60 of that occurred in 2021, during the worst of the pandemic's impacts. The much smaller decline this year occurred as those impacts eased. With the pandemic expected to be even less of a factor in the future, the only further impact of the pandemic may be in how it lowered the birth totals for future subsequent (five years later) kindergarten enrollments. Those low future kindergarten totals then will graduate upward through other the grades. Offsetting those low kindergarten amounts, however, will be (1) much larger TK enrollments as TK eligibility expands and (2) significant student numbers forecast from new housing.
- (2) These mostly offsetting factors create a relatively stable projected total enrollment over the next five years. The forecast is to add just twelve students in 2023 and a net of only ten more students to 2024. Slightly larger but offsetting projected differences in the following three years create a net change by only eight students from 2022 to 2027.

MUSD CONSIDERATIONS

established neighborhoods, by type and general value levels. Counts are provided in groups of three grades each (K-2, 3-5, 6-8 and 9-11, as well as in TK-12) so that we can easily show both (1) how the totals have changed as those students graduated upward by three grades in three years and (2) the general age distribution of the students. Existing "Most Affordable and Affordable" ATT and MH units, for instance, had 276 K-2 students in 2020 and have 241 in grades 3-5 this year, for a net difference of 35 fewer students in that population as it graduated forward by three grades. This is shown as "-35" in the table (see lowest row in top section of page 10). We also show how the K-2 group itself has changed during that time, which was a net loss of 67 students in falling from 276 to 209. That shift in K-2 is "boxed" because it is an important indication (at least prior to the pandemic) of whether the families of the students are getting older, with declining kindergartens likely, or are instead becoming younger (through turnover), thereby generating potential kindergarten growth.

Additional boxed "change" figures provided in this year's version of this table are the K-2 and TK-12 differences in just the last year. These differences show how the trends may have shifted between the net three-year changes and the changes in just 2023.

Table 3B, on page 12, has the same structure as Table 3A but the comparison is between the aggregations of all existing housing and all new residences, along with the changes occurring in incoming inter-district attendance.

Key Findings Related to the Data in Tables 3A and 3B

Even though there was a rebound in several of these TK-12 totals in 2023, the K-2 figures declined further this year in most of the existing housing categories. The "Modest and Moderate" ATT units and mobile homes added 38 total students in 2023, which reduced the net three-year difference to only 17 fewer students out of close to 2,000 students. The K-2 total, however, dropped by another 20 students in 2023 and a total of 94 since 2020. That is a three-year reduction by the equivalent of one out of every six K-2 students. And the "High Amenity" ATT dwellings now have more total students than in any of the years shown in the table, but the K-2 total is down both in 2023 and by 37, to just 228, since the peak in 2020. These are significant rates of K-2 decline that have only slightly eased in 2023.

The "Most Affordable and Affordable" ATT units and mobile homes had some of the most negative trends in recent years and in 2023 alone. This category has 200 fewer students than three years ago, including a reduction by 42 TK-12 students in 2023. The K-2 total is down by the equivalent of nearly one out of every four students since 2020. With far less students now in K-2 than in any other three-grade group and a large reduction in net as each three-grade group of students graduates upward, these units will have notable further TK-12 student decline in the next few years. This will have a corresponding impact on the schools where such units are concentrated.

Divergent changes occurred both in K-2 and overall between the three value levels of existing SFD homes. The "Modest and Moderate" detached residences are the only category that added K-2 students in 2023, but that total is still down by 52 students since 2020 and 105 students, or 20%, since 2019. With a distribution that is steeply slanted toward the upper grades (395 in K-2, 458 in 3-5, 523 in 6-8 and 529 in 9-11), these clearly are aging families on average, despite the modest K-2 and TK-12 gains in 2023. The other two value categories of SFD homes did not have notable TK-12 student gains in 2023 and instead had further K-2 declines. These also have current student distributions that are steeply slanted toward the upper grades.

→ While the specific numbers cannot be determined, we suspect that one factor in these lower K-2 amounts since 2020 is the opening of another local Stratford elementary school. Data provided last year by the Stratford organization showed that only a few students who had been enrolled in MUSD schools had transferred to Stratford schools. This difference does not, however, cover kindergartners who would have been enrolled in MUSD schools rather than the Stratford schools if the latter did not exist. Nonetheless, the student distributions between just the 3-5, 6-8 and 9-11 grade groups in all three SFD value categories still indicates aging families on average, with fewer children under age five than in the past.

Table 3A: Summary of Recent Student Trends by Existing Housing Type and General Value Level*
 (with gray shading for highest totals in K-2 and TK-12 between the dates shown)

Existing Housing Group** Data Subject***	Oct. of	Resident District-Enrolled Students					Percent of TK-12
		K-2	3-5	6-8	9-11	TK-12	
ATT and MH: Most Affordable and Affordable	2016	285	312	312	352	1,401	14%
	2019	286	272	308	327	1,310	13%
	2020	276	259	269	333	1,275	12%
	2021	262	240	246	310	1,194	
	2022	230	248	239	279	1,117	
	2023	209	241	237	246	1,075	11%
	Change Since 2022 Within Grade Group	-21				-42	
Change Since 2020 Within Grade Group	Change Since 2020 Within Grade Group	-67				-200	
	Change Since 2020 from Prior Grade Group		-35	-22	-23		
ATT and MH: Modest and Moderate	2016	473	464	403	376	1,863	18%
	2019	553	445	420	413	2,014	20%
	2020	556	442	430	405	2,003	19%
	2021	497	443	413	403	1,926	
	2022	482	469	401	421	1,948	
	2023	462	505	394	411	1,986	19%
	Change Since 2022 Within Grade Group	-20				38	
Change Since 2020 Within Grade Group	Change Since 2020 Within Grade Group	-94				-17	
	Change Since 2020 from Prior Grade Group		-51	-48	-19		
ATT: High Amenity	2016	223	171	139	126	705	7%
	2019	244	219	161	134	819	8%
	2020	265	239	167	158	887	9%
	2021	263	201	188	153	870	
	2022	238	223	184	165	876	
	2023	228	236	192	168	917	9%
	Change Since 2022 Within Grade Group	-10				41	
Change Since 2020 Within Grade Group	Change Since 2020 Within Grade Group	-37				30	
	Change Since 2020 from Prior Grade Group		-29	-47	1		

Table 3 page 1 of 3, with footnotes on the final page

Table 3A: Summary of Recent Student Trends by Existing Housing Type and General Value Level*
 (with gray shading for highest totals in K-2 and TK-12 between the dates shown)

Existing Housing Group** Data Subject***	Oct. of	Resident District-Enrolled Students					Percent of TK-12
		K-2	3-5	6-8	9-11	TK-12	
SFD: Modest and Moderate	2016	483	531	552	625	2,394	23%
	2019	500	517	517	546	2,313	22%
	2020	447	526	517	557	2,248	22%
	2021	392	508	509	548	2,175	
	2022	369	502	490	532	2,113	
	2023	395	458	523	529	2,159	21%
Change Since 2022 Within Grade Group		26				46	
Change Since 2020 Within Grade Group		-52				-89	
Change Since 2020 from Prior Grade Group			11	-3	12		
SFD: Middle Value	2016	438	524	539	526	2,218	22%
	2019	455	421	503	547	2,121	21%
	2020	479	456	469	523	2,162	21%
	2021	453	440	460	494	2,040	
	2022	423	467	443	510	2,051	
	2023	397	473	456	498	2,041	20%
Change Since 2022 Within Grade Group		-26				-10	
Change Since 2020 Within Grade Group		-82				-121	
Change Since 2020 from Prior Grade Group			-6	0	29		
SFD: Higher Value	2016	278	300	317	434	1,486	14%
	2019	249	272	321	370	1,360	13%
	2020	251	292	298	371	1,357	13%
	2021	233	273	288	346	1,272	
	2022	239	272	274	339	1,251	
	2023	214	276	302	311	1,267	12%
Change Since 2022 Within Grade Group		-25				16	
Change Since 2020 Within Grade Group		-37				-90	
Change Since 2020 from Prior Grade Group			25	10	13		

Table 3 page 2 of 3, with footnotes on the final page

Table 4: Recent Cumulative Advancement Rates from the First to Eighth Grades by Category of Existing Housing*

Category of Existing Housing**	Current MUSD Students	Student Change in 2023	Average Advancement Rates in October from***					
			Latest Rate Difference	2022 to 2023	2020 to 2022	2019 to 2020	2016 to 2019	Normal Range
ATT and MH: Most Affordable and Affordable	1,075	-42	0.21	0.92	0.71	0.65	0.99	0.65 - 1.05
ATT and MH: Modest and Moderate	1,986	38	0.22	0.97	0.75	0.76	0.82	0.70 - 1.10
ATT: High Amenity (small student population)	917	41	0.30	0.89	0.59	1.15	0.96	0.70 - 1.00
SFD: Modest and Moderate	2,159	46	0.48	1.37	0.89	1.02	1.04	0.75 - 1.05
SFD: Middle Value	2,041	-10	0.02	1.00	0.98	1.14	0.94	0.80 - 1.15
SFD: Higher Value	1,267	16	0.43	1.46	1.03	1.21	1.05	0.85 - 1.20
Total in Areas of Virtually No Net Added Housing (including a few students in non-residential areas)	9,492	94	0.27	1.10	0.83	0.95	0.96	NA

* These figures are from aggregate counts of planning areas with virtually no net additional non-ADU (Accessory Dwelling Unit) residences since September 2016.

** "SFD" = single family detached; "ATT" = attached, including condos, townhouses, plexes and apartments; "MH" = mobile homes; Value levels (and interpolated income levels) are subjective EPC evaluations of the dominant residential type in each of the planning areas with virtually no net regular units first occupied since the cutoff dates for "existing housing".

*** Cumulative rates are the cumulative impact from the first to eighth grades of individual grade-to-grade net advancement rates averaged over the identified periods. For example, the relatively "Most Affordable and Affordable" ATT and MH units, in aggregate, had average grade-to-grade advancement rates in the 2016-to-2019 period that, if they return in the future, would result in a net 1% (0.99) reduction in the number of students in each class graduating from first to eighth. Rates of change between (1) kindergarten and first and (2) eighth and ninth are excluded from these cumulative rates because those often are impacted by students coming out of private schools. While those transfers from private schools are an important forecast component, that is a separate issue from evaluating the impact of housing turnover, which is the main purpose in determining these cumulative rates. The "Normal Range" was the recent vicinity, prior to 2020, that over 80% of our clients were in for each category listed. A few districts had pre-2020 figures well outside these ranges.

Notes: (1) Changes in student totals include differences in the high school grades and between graduated eighth grade classes and incoming kindergarten and first grade classes, which do not factor into cumulative rates. (2) See Appendix B for additional information on these rates.

Key Findings Related to the Data in Table 4 and Appendix B

All of our clients had some major cumulative rate declines from (1) the 2016-to-2019 period to (2) the pandemic-impacted 2019-to-2022 period, with all of our projections for this year having the assumption of rebounds to almost matching, or even exceeding, those 2016-to-2019 rates.⁹ This expectation was because the pandemic's more severe enrollment impacts, including remote learning and/or masking requirements in the classroom, had ended. We were correct with this assumption in direction, but not always degree, for over 90% of the forecasts we made for this year.

Each of the MUSD categories that had cumulative rate declines from the 2016-to-2019 to 2020-to-2022 periods did have huge rate jumps this year, as is shown in the "Latest Rate Difference" column in the table. Some of these 2022-to-2023 rates are unrealistic to continue, especially in the two SFD value categories where those rates greatly exceed their normal ranges.

The forecast instead was updated mainly with the underlying grade-to-grade rates from the 2016-to-2019 period in those two SFD categories and blends of the rates from that period and the 2022-to-2023 period in the other categories. The resultant projected cumulative rates are close to 1.00 in each of the three SFD categories and slightly less than 1.00 in all three ATT and MH categories.

With all of these applied cumulative rates being in the vicinity of 1.00, the kindergarten projections and the differing amounts graduating upward through the grades are the more significant findings for the forecast, with one exception at the high school level. That exception deals with the advancement rates entering ninth grade from the more expensive dwellings. These homes have tended to add students as each class graduated into ninth grade. This is presumably due to students coming out of private schools. When a local Stratford high school opens in 2025, some of this gain from the more expensive homes may no longer occur, as is projected!

Comparison of Local Birth Counts to Corresponding Kindergarten Populations

One method for estimating the pending kindergarten enrollments is to review local birth statistics. While we feel that identifying evolving trends in each neighborhood and housing category can be just as important, birth data is useful if there is (1) a consistent correlation between births and the corresponding (five years later) kindergarten populations in the local area and/or (2) the direction of change in the local birth totals is noteworthy, even when a strong births-to-kindergartners correlation does not exist. These figures are provided in Table 5 on page 16.

Understanding the Data in Table 5

Two types of data are of importance in this table: (1) how the birth totals have changed and (2) how the ratios between births and kindergartners have evolved. In the top data row in Table 5, for example, there were 865 births in "2011" (as adjusted) to mothers with home addresses in the Milpitas 95035 zip code area. Essentially five years later, in October 2016, there were 724 kindergartners listed at home addresses in the MUSD part of that zip code. That is an 84% ratio of births to the corresponding relevant students. We only show the ratios in the earlier periods, however, mainly as an FYI on past trends. Our focus is on how the birth counts have changed, particularly in relation to the next four kindergarten totals, and on how the ratio has evolved in the last three kindergartens (including current).

The adjustment made in the annual birth numbers was to prorate the amounts in the two calendar years relevant to each kindergarten eligibility period. Each birth figure shown actually represents four-twelfths of the previous calendar year's total and eight-twelfths of the stated year's total (for all but September through December) to better correlate to the corresponding kindergarten figure.

⁹ The MUSD housing categories had some positive rate swings in the first year of the pandemic, from 2019-to-2020, and those gains differ from our findings in all other districts. What occurred since then in the MUSD has followed the pattern elsewhere.

Table 5: Comparison of Births in 95035 Zip Code Region to Corresponding Resident Kindergarten Students

Birth Year* and School Enrollment Date	Total Births in Zip Code 95035	MUSD-Enrolled Resident Kindergartners	Ratio of Resident Kindergartners to 95035 Births
"2011" Births and October 2016 Kindergartners	865	724	84%
"2012" Births and October 2017 Kindergartners	909	742	82%
"2013" Births and October 2018 Kindergartners	869	723	83%
"2014" Births and October 2019 Kindergartners	959	769	80%
"2015" Births and October 2020 Kindergartners	992	781	79%
"2016" Births and October 2021 Kindergartners	1,006	706	70%
"2017" Births and October 2022 Kindergartners	973	658	68%
"2018" Births and October 2023 Kindergartners (Current)	976	644	66%
Average Relevant to Three Latest School Years			68%

note that "2022" birth total is the lowest since before "2011"	Potential MUSD-Enrolled Resident Kindergartners		
	at Three-Year Average Ratio	at Current Ratio	
"2019" Births and Potential October 2024 Kindergartners	975	662	643
"2020" Births and Potential October 2025 Kindergartners	948	644	626
"2021" Births and Potential October 2026 Kindergartners	905	615	597
"2022" Births and Potential October 2027 Kindergartners	856	582	565

* These are the proportionate birth amounts in the listed year and the prior year so as to properly correlate to the kindergarten eligibility period shown, such as "2011" births representing four-twelfths of the birth total in 2010 and eight-twelfths (for all but September through December) of the birth total in 2011.

Notes: (1) These figures are one of many factors in the kindergarten projections. Student trends by location and new housing are also key factors, with modest revisions based on the above data. (2) The latest birth figures are preliminary but only minimal or no changes are expected in the final versions.

Key Findings Related to the Data in Table 5

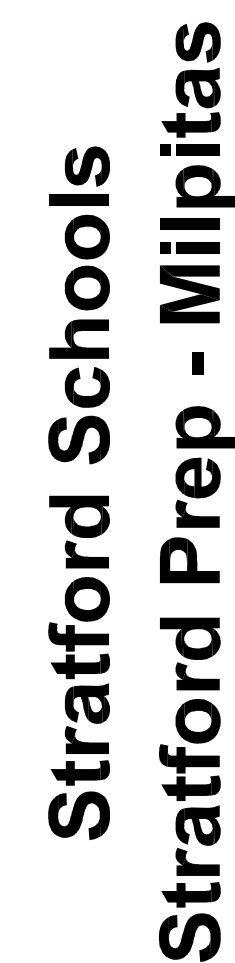
This table contains two severely negative findings. The first is the degree to which the correlative ratio fell in recent years. The correlative ratios were between 79% and 84% for the October kindergarten totals in the five years from 2016 to 2020. For the correlative ratios to then drop to just 70% in 2021, 68% and in 2022 and 66% for the current resident kindergartners is a huge statistical change.

Students attending Stratford schools probably factors into this correlative ratio decline, but the pandemic also contributed, with some families moving away after children were born. The major job losses during the pandemic made living locally, with the high housing costs, too difficult for many young families of limited financial means and they had to move elsewhere. The latest kindergarten reductions in most of our South Bay client districts have been concentrated in the more affordable units, which supports this economic-related assumption.



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**EXISTING
CONDITIONS MAP &
PRELIMINARY
DEMOLITION PLAN**

C-1



PL

-
- EXISTING TREE w/ DBH
 EXISTING TREE TO BE REMOVED
 EXISTING GRADE ELEVATION
 EXISTING CONTOUR w/ ELEVATION
 TREE PROTECTION ZONE
 AREA OF EXISTING ASPHALT REMOVAL

ABBREVIATIONS

ASPH.	ASPHALT
CONC.	CONCRETE
EP	EDGE OF PAVEMENT
EX	EXISTING
GM	GAS METER
MB	MAIL BOX
SSCO	SANITARY SEWER CLEAN-OUT
WM	WATER METER
WV	WATER VALVE
JP	JOINT POLE
TPZ	TREE PROTECTION ZONE

DEMOLITION NOTES:

1. CONTRACTOR SHALL OBTAIN A DEMOLITION PERMIT FROM THE CITY OF MILPITAS BUILDING DEPARTMENT PRIOR TO START OF DEMOLITION.
2. THE PROPERTY LINE SHALL BE THE LIMITS OF DEMOLITION UNDER THE GRADING PERMIT. DEMOLITION WITHIN CITY RIGHT-OF-WAY SHALL BE DONE UNDER AN ENCROACHMENT PERMIT WITH THE CITY OF MILPITAS.
3. CONTRACTOR SHALL COORDINATE UTILITY DISCONNECTIONS WITH THE RESPECTIVE UTILITY AGENCIES PRIOR TO START OF DEMOLITION ON THE SITE.
4. UTILITIES TO BE ABANDONED WITHIN THE AREAS OF PROPOSED IMPROVEMENTS SHALL BE REMOVED IN THEIR ENTIRETY OR ABANDONED IN PLACE PER RECOMMENDATIONS IN THE PROPOSED UTILITY RECORD DRAWINGS.

PROTECTION NOTES

- (A) — PROTECT EXISTING UTILITIES
 (B) — PROTECT EXISTING TREE
 (C) — PROTECT EXISTING FENCE/GATE

REMOVAL NOTES

- 1 REMOVE EXISTING CURB & GUTTER
- 2 REMOVE EXISTING CONCRETE PAVEMENT
- 3 REMOVE EXISTING ASPHALT PAVEMENT
- 4 REMOVE EXISTING STRIPING
- 5 REMOVE EXISTING STORM DRAIN STRUCTURE
- 6 REMOVE/ABANDON IN PLACE EXISTING STORM DRAIN PIPE
- 7 REMOVE EXISTING TRASH ENCLOSURE
- 8 REMOVE EXISTING FENCE / GATE

TREE PRESERVATION NOTES:

PRIOR TO DEMOLITION, BUILDING OR GRADING PERMIT ISSUANCE

1. TREES TO BE SAID SHALL BE PROTECTED BY TYPE II FENCING AT THE DRIP LINE OR EDGE OF SLOPE/ OR DRIVEWAY.
2. 12" LONDON PLANE TREE SHOWN WITH "TREE PROTECTION FENCING" AROUND IT IS A REGULATED TREE. PLEASE CONTACT CPA PUBLIC WORKS ARBORIST AT 606-496-5953.
3. PRIOR TO DEMOLITION, GRADING OR BUILDING PERMIT ISSUANCE, THE CONTRACTOR SHALL PROVIDE A WRITTEN STATEMENT TO THE BUILDING INSPECTIONS DIVISION STATING THAT THE REQUIRED PROTECTIVE FENCINGS ARE IN PLACE, THE FENCING SHALL COME AROUND MAINTAINED AND SHALL REMAIN IN PLACE UNTIL FINAL INSPECTION OF THE PROJECT. TREE FENCING CAN BE ADJUSTED AFTER DEMOLITION IF NECESSARY TO INCREASE THE TREE PROTECTION ZONE AS INDICATED.

DURING CONSTRUCTION

4. THE APPLICANT SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY PUBLICLY OWNED TREES THAT ARE DAMAGED DURING THE COURSE OF CONSTRUCTION PURSUANT TO SECTION 8.04.070 OF THE TULSA COUNTY MUNICIPAL CODE.
5. NO STORAGE OF MATERIAL, TOPSOIL, VEHICLES OR EQUIPMENT SHALL BE PERMITTED WITHIN THE TREE ENCLOSURE AREA, THE GROUND UNDER AND AROUND THE TREE CANOPY AREA SHALL NOT BE ALTERED. TREES TO BE RETAINED SHALL BE IRRIGATED, AERATED AND MAINTAINED AS NECESSARY TO ENSURE SURVIVAL.

VERTICAL DATUM:

NGVD 1929

BASIS OF BEARINGS:

NAD 27, ZONE III. HELD CALCULATED BEARING OF N 55°23'41" W BETWEEN THE FOUND MONUMENT AT THE MONUMENT LINE INTERSECTION OF MONTAGUE EXPRESSWAY AND GREAT MALL PARKWAY WITH THE NORTHEASTERLY OF 2 MONUMENTS APPROXIMATELY 42.2 FEET APART, ON THE MONUMENT LINE OF MUSTANG DRIVE, AS SHOWN ON PARCEL MAP, BOOK 710 OF MAPS AT PAGES 20-21. SANTA CLARA COUNTY RECORDS.

UTILITY NOTE:

THE UTILITIES SHOWN ON THIS PLAN ARE DERIVED FROM SURFACE OBSERVATION
USA PAINT MARKS & RECORD DRAWINGS. ACTUAL LOCATION AND SIZE,
TOGETHER WITH THE PRESENCE OF ANY ADDITIONAL UTILITY LINES NOT SHOWN
ON THIS PLAN, SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR DURING
CONSTRUCTION.

TREE NOTE:

TREE TYPES AND SIZE ARE FOR INFORMATIONAL PURPOSES ONLY. ACTUAL TYPE OF TREE, TREE SHAPE, AND GROVE CONFIGURATION MAY VARY FROM ACTUAL FIELD CONDITIONS. NO WARRANTIES ARE IMPLIED IN REGARD TO TREE INFORMATION.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION.

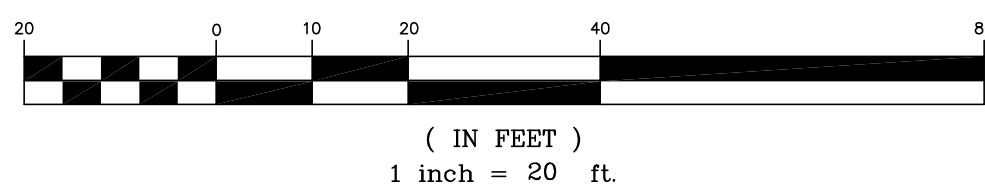
HELMUT R. KORSTICK
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 7739



05/17/2024

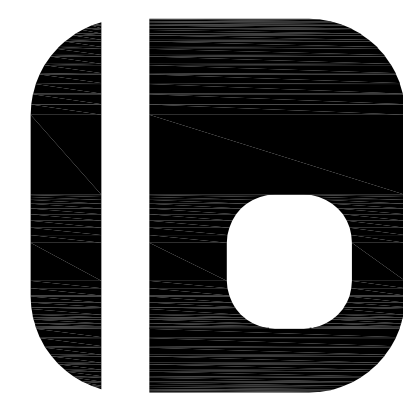
DATE _____

GRAPHIC SCALE



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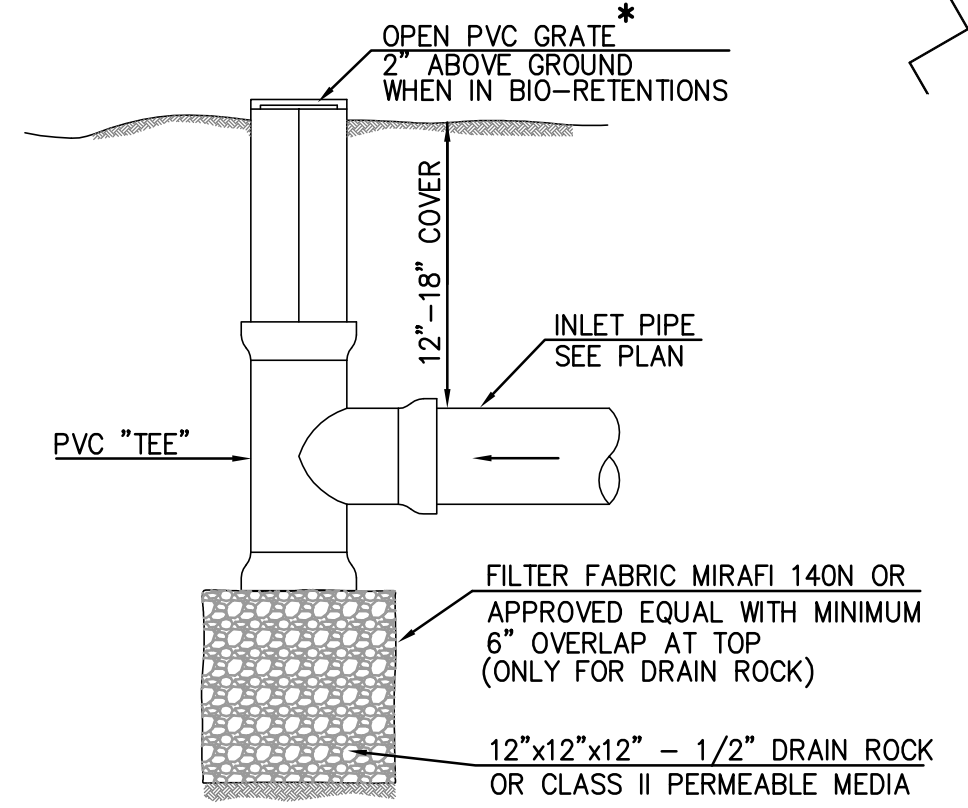
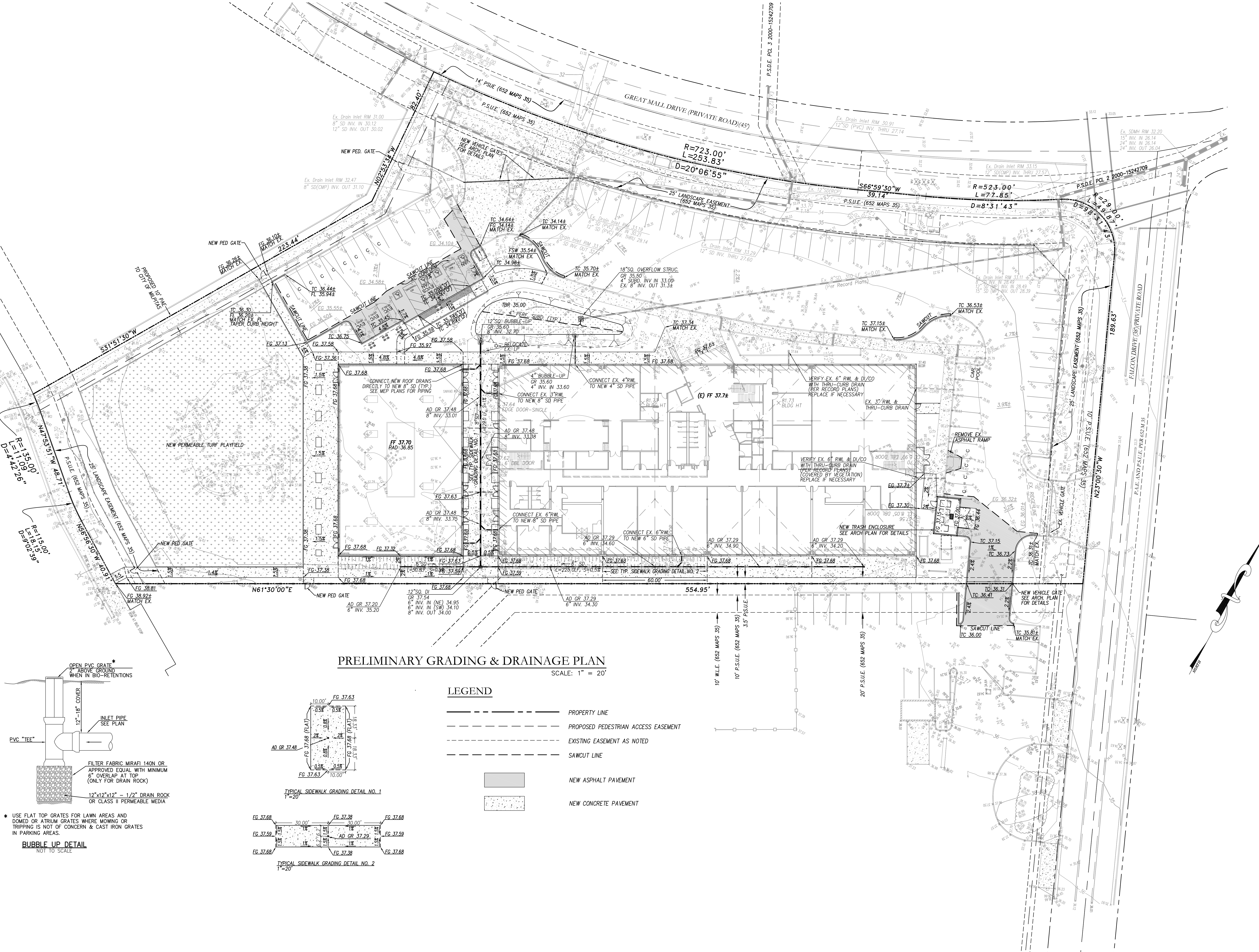
CUP SET
07/11/2023

	1	12/05/2023	CUP REVISION 1
	2	03/04/2024	CUP REVISION 2
	3	04/22/2024	CUP REVISION 3
	4	05/17/2024	CUP REVISION 4

JOB NUMBER:

PRELIMINARY
GRADING &
DRAINAGE PLAN

C-2

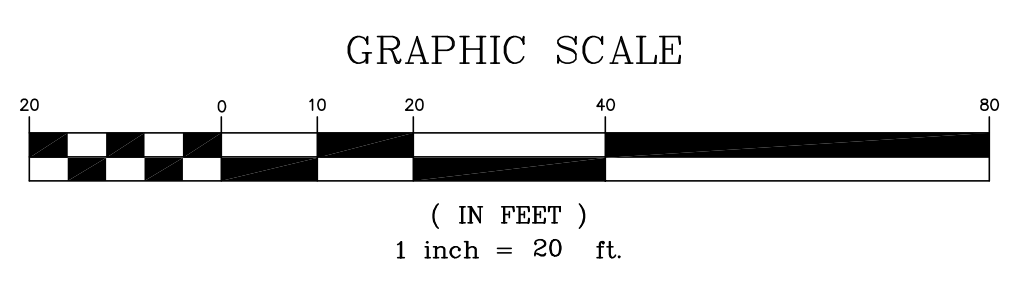
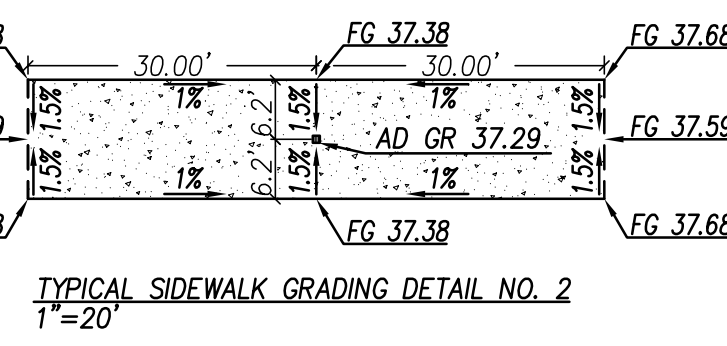
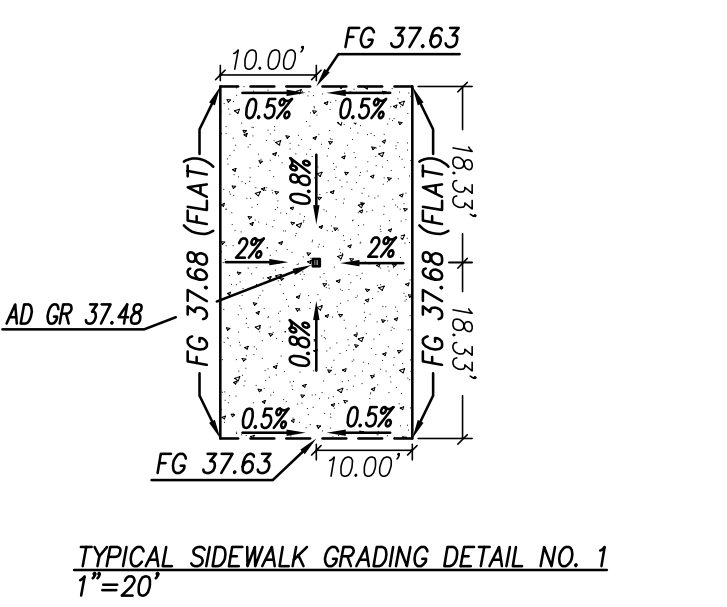


* USE FLAT TOP GRATES FOR LAWN AREAS AND DOMED OR ATRIUM GRATES WHERE MOWING OR TRIPPING IS NOT OF CONCERN & CAST IRON GRATES IN PARKING AREAS.

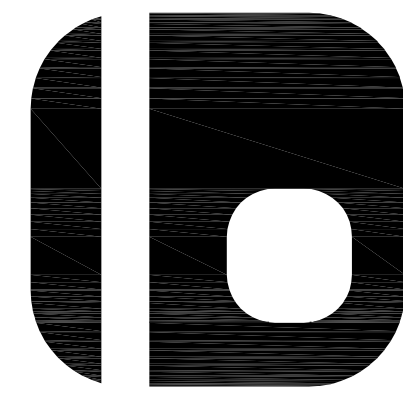
BUBBLE UP DETAIL
NOT TO SCALE

PRELIMINARY GRADING & DRAINAGE PLAN
SCALE: 1" = 20'

- LEGEND**
- PROPERTY LINE
 - PROPOSED PEDESTRIAN ACCESS EASEMENT
 - EXISTING EASEMENT AS NOTED
 - SAWCUT LINE
 - NEW ASPHALT PAVEMENT
 - NEW CONCRETE PAVEMENT



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CUP SET
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1	12/05/2023	CUP REVISION 1
2	03/04/2024	CUP REVISION 2
3	04/22/2024	CUP REVISION 3
4	05/17/2024	CUP REVISION 4

JOB NUMBER:

PRELIMINARY
UTILITY PLAN

C-3

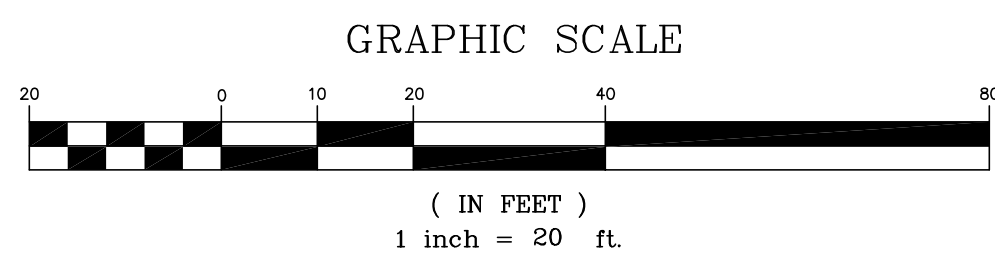
STORM DRAIN SCHEDULE		
ITEM	DESCRIPTION / STANDARD DETAIL	QUANTITY
AD #1-5	9"SQ. AREA DRAIN OVER 6" STORM DRAIN PIPE	5
AD #6-8	9"SQ. AREA DRAIN OVER 8" STORM DRAIN PIPE	3
BUBBLE-UP #1	4" OPEN BOTTOM BUBBLE-UP (SEE DETAIL ON SHEET C-2)	1
BUBBLE-UP #2	12"SQ. OPEN BOTTOM BUBBLE-UP (SEE DETAIL ON SHEET C-2)	1
OVERFLOW STRC. #1	18"SQ. OVERFLOW RISER (SEE DETAIL ON SHEET C-4)	1
DI #1	12" SQ. DRAIN INLET (JENSEN PRECAST OR EQUIVALENT)	1
4" PERF. SUBD PIPE	POLYVINYL CHLORIDE GRAVITY PIPE (P.V.C.), SDR-35	80.3 LF
4" STORM DRAIN PIPE	POLYVINYL CHLORIDE GRAVITY PIPE (P.V.C.), SDR-35	16 LF
6" STORM DRAIN PIPE	POLYVINYL CHLORIDE GRAVITY PIPE (P.V.C.), SDR-35	276 LF
8" STORM DRAIN PIPE	POLYVINYL CHLORIDE GRAVITY PIPE (P.V.C.), SDR-35	129 LF

SEWER SYSTEM SCHEDULE		
ITEM	DESCRIPTION / STANDARD DETAIL	QUANTITY
TRASH ENCL. AD	TRASH ENCLOSURE AREA DRAIN (SEE ARCH PLANS FOR DETAILS)	1
SSCO #1-#3	SANITARY SEWER CLEAN OUT	3
6" SEWER PIPE (LATERAL)	POLYVINYL CHLORIDE PIPE (PVC), SDR-26	70 LF
CONNECT 6" LAT. TO EX. 8" MAIN	CONNECT 6" SANITARY SEWER PIPE TO EXISTING 8" MAIN	1

WATER SYSTEM SCHEDULE		
ITEM	DESCRIPTION / STANDARD DETAIL	QUANTITY
FIRE HYDRANT #1	NEW FIRE HYDRANT AND CHECK VALVE	1
RPDA #1	REPLACE EX. 8" FIRE SERVICE BELOW-GROUND BACKFLOW WITH NEW 8" REDUCED-PRESSURE DETECTOR ASSEMBLY (RPDA) PER CITY STANDARD DETAIL NO. 730	1
RPDA #2, FDC/PIV	NEW REDUCED-PRESSURE DETECTOR ASSEMBLY (RPDA) PER CITY STD. DETAIL NO. 730, WITH FIRE DEPARTMENT CONNECTION (FDC) & POST INDICATOR VALVE (PIV)	1
3/4" DOMESTIC WATER PIPE	3/4" DOMESTIC WATER PIPE FROM EX. BUILDING (SEE MEP PLANS)	SEE MEP
4" FIRE SERVICE	POLYVINYL CHLORIDE PIPE (PVC), C900	186 LF
NEW 4" TAP	NEW 4" TAP TO EXISTING 12" WATER MAIN PER CITY STANDARD DETAIL NO. 708	2
NEW 2" IRR. SERVICE	2" RECYCLED WATER IRRIGATION SERVICE, METER, AND REDUCED-PRESSURE BACKFLOW DEVICE	1
2" RECYCLED WATER PIPE	POLYVINYL CHLORIDE PIPE (PVC), C900 CLASS 200	305 LF

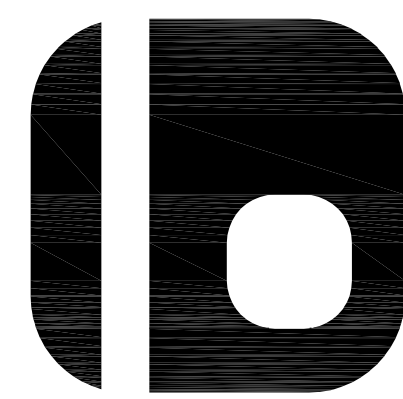
PRELIMINARY UTILITY PLAN

SCALE: 1" = 20'



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CUP SET

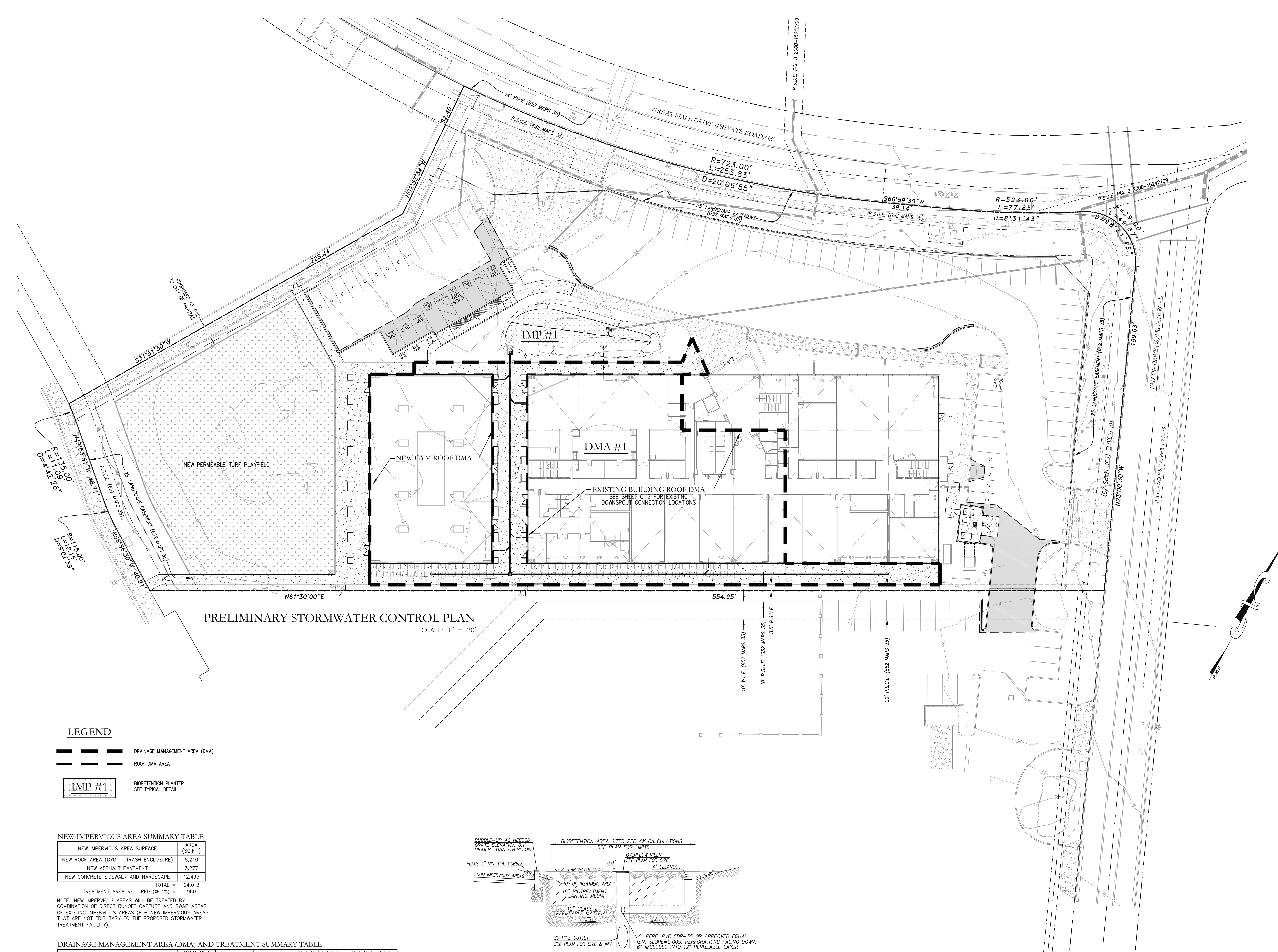
07/11/2023

1	12/05/2023	CUP REVISION 1
2	03/04/2024	CUP REVISION 2
3	04/22/2024	CUP REVISION 3
4	05/17/2024	CUP REVISION 4

JOB NUMBER:

PRELIMINARY
STORMWATER
CONTROL PLAN

C-4



LEGEND

	DRAINAGE MANAGEMENT AREA (DMA)
	ROOF DMA AREA
	BIORETENTION PLANTER SEE TYPICAL DETAIL

NEW IMPERVIOUS AREA SUMMARY TABLE

NEW IMPERVIOUS AREA SURFACE	AREA (SQ.FT.)
NEW ROOF AREA (GYM + TRASH ENCLOSURE)	8,240
NEW ASPHALT PAVEMENT	3,277
NEW CONCRETE SIDEWALK AND HARDSCAPE	12,495

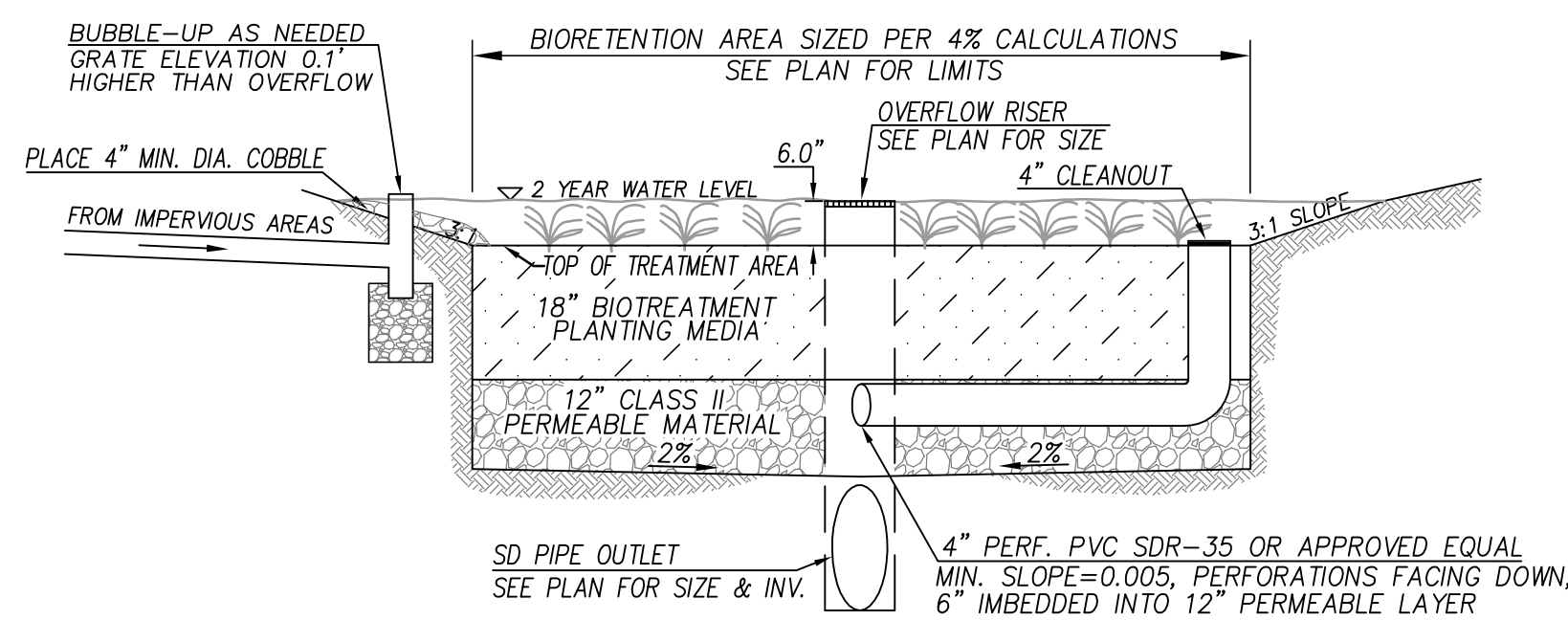
TOTAL = 24,012

TREATMENT AREA REQUIRED (@ 4%) = 960

NOTE: NEW IMPERVIOUS AREAS WILL BE TREATED BY COMBINATION OF DIRECT RUNOFF CAPTURE AND SWAP AREAS OF EXISTING IMPERVIOUS AREAS (FOR NEW IMPERVIOUS AREAS THAT ARE NOT TRIBUTARY TO THE PROPOSED STORMWATER TREATMENT FACILITY).

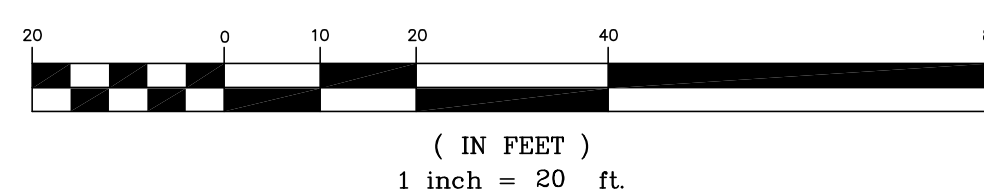
DRAINAGE MANAGEMENT AREA (DMA) AND TREATMENT SUMMARY TABLE

DMA NO.	DMA SURFACE BREAKDOWN (SQ.FT.)	TOTAL DMA AREA (SQ.FT.)	TREATMENT METHOD	SIZING METHOD	TREATMENT AREA REQUIRED (SQ.FT.)	TREATMENT AREA PROVIDED (SQ.FT.)
DMA #1	NEW ROOF AREA (GYM)	7,883	IMP #1 BIO-RETENTION (6" PONDING)	4% OF IMPERVIOUS AREA	1,201	1,245
	EXISTING ROOF AREA	14,548				
	NEW CONCRETE HARDSCAPE	7,593				



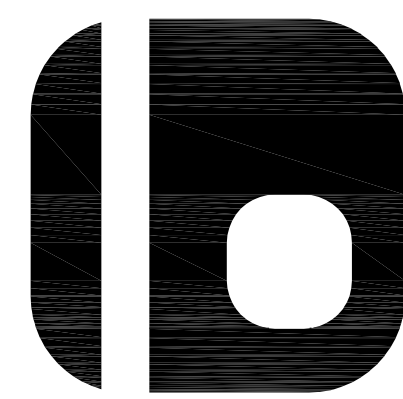
TYPICAL BIO-RETENTION PLANTER
NOT TO SCALE

GRAPHIC SCALE



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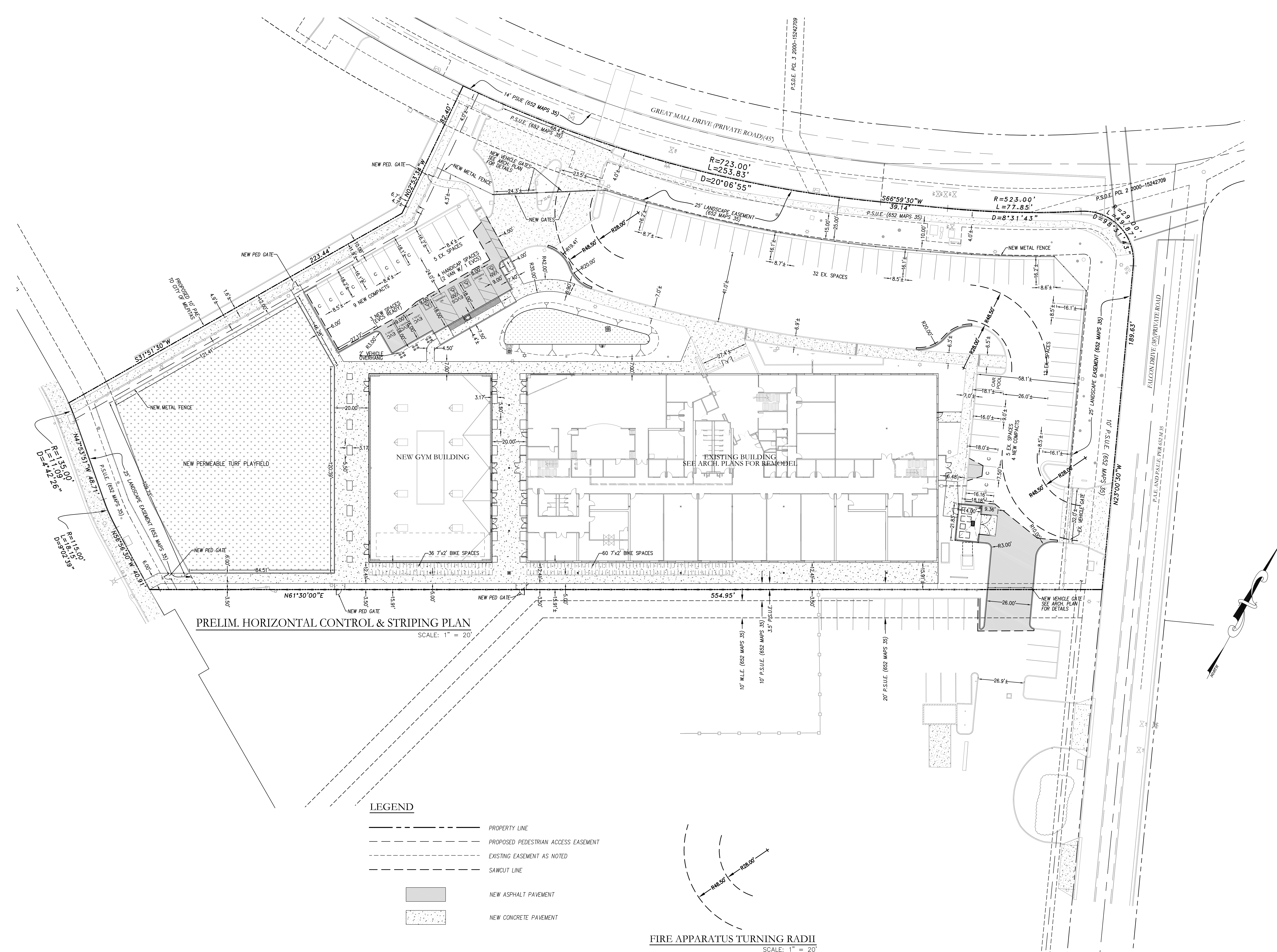
07/11/2023

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2	03/04/2024	CUP REVISION 2
3	04/22/2024	CUP REVISION 3
4	05/17/2024	CUP REVISION 4

JOB NUMBER:

PRELIMINARY
HORIZONTAL
CONTROL & STRIPING
PLAN AND FIRE
APPARATUS TURNING
PATH

C-5



PRELIM. HORIZONTAL CONTROL & STRIPING PLAN

SCALE: 1" = 20'

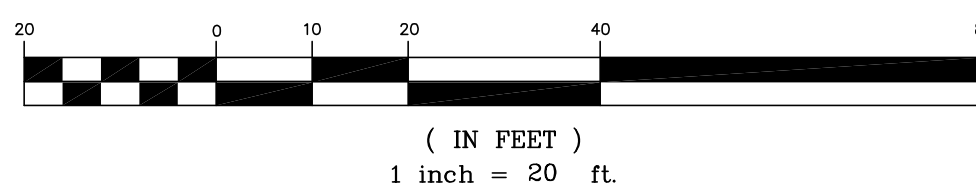
LEGEND

---	PROPERTY LINE
---	PROPOSED PEDESTRIAN ACCESS EASEMENT
---	EXISTING EASEMENT AS NOTED
---	SAWCUT LINE
■	NEW ASPHALT PAVEMENT
■	NEW CONCRETE PAVEMENT

FIRE APPARATUS TURNING RADII

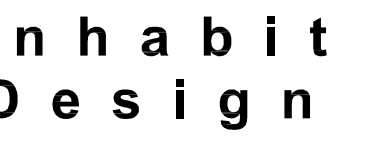
SCALE: 1" = 20'

GRAPHIC SCALE



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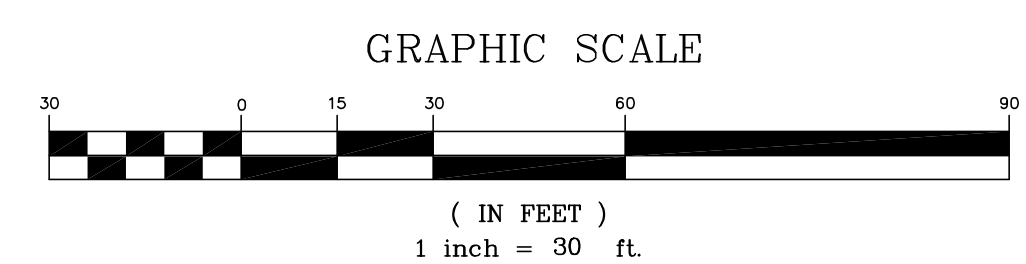
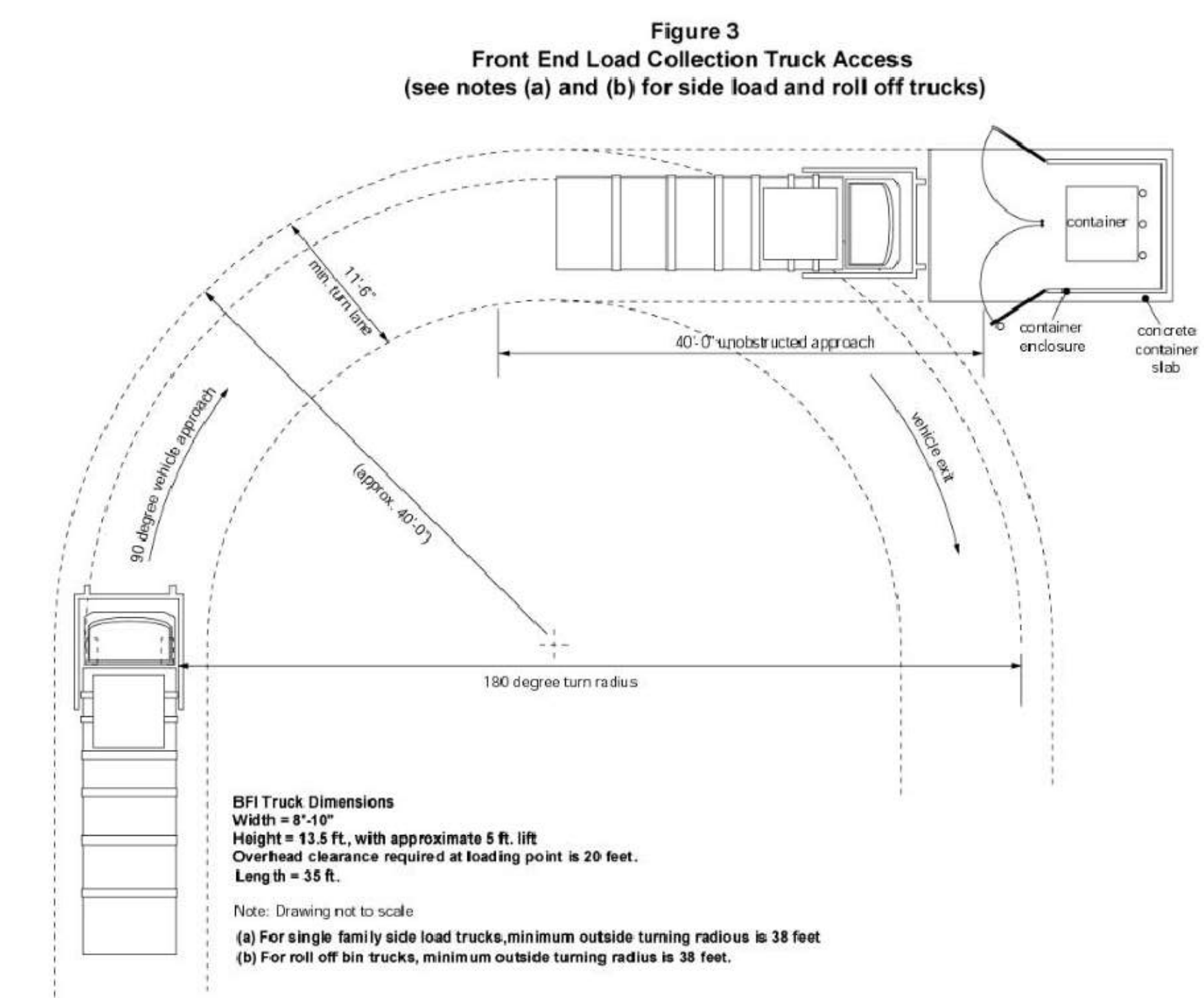
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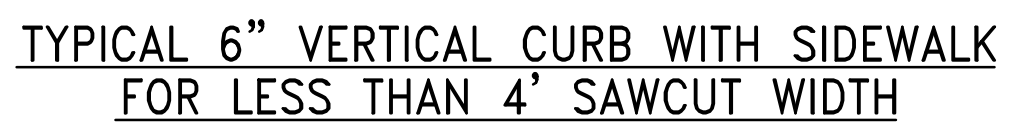
UP SET

12/05/2023	CUP REVISION 1
03/04/2024	CUP REVISION 2
04/22/2024	CUP REVISION 3
05/17/2024	CUP REVISION 4

DB NUMBER:

WASTE TRUCK TURNING PATHS

C-6



PAVEMENT SECTIONS TABLES PER SOILS REPORT BY SILICON VALLEY SOIL ENGINEER (NO. SV2595)

TABLE II

PROPOSED ASPHALT PAVEMENT SECTIONS

Location: Proposed Gym
Stratford School
1323 Great Mall Drive
Milpitas, California

	<u>PARKING STALLS</u>			<u>DRIVEWAY</u>		
Design R-Value	6.0			6.0		
Traffic Index	5.0			6.0		
Gravel Equivalent	17.0			21.0		
Recommended Alternate Pavement Sections:	<u>1A</u>	<u>1B</u>	<u>1C</u>	<u>2A</u>	<u>2B</u>	<u>2C</u>
Asphalt Concrete	3.0"	3.5"	4.0"	3.0"	3.5"	4.0"
Class II Base Rock (R=78 min.) compacted to at least 95% relative maximum density	10.0"	9.0"	8.0"	12.0"	11.0"	10.0"
Subgrade soil scarified & compacted to at least 90% relative maximum density	12.0"	12.0"	12.0"	12.0"	12.0"	12.0"

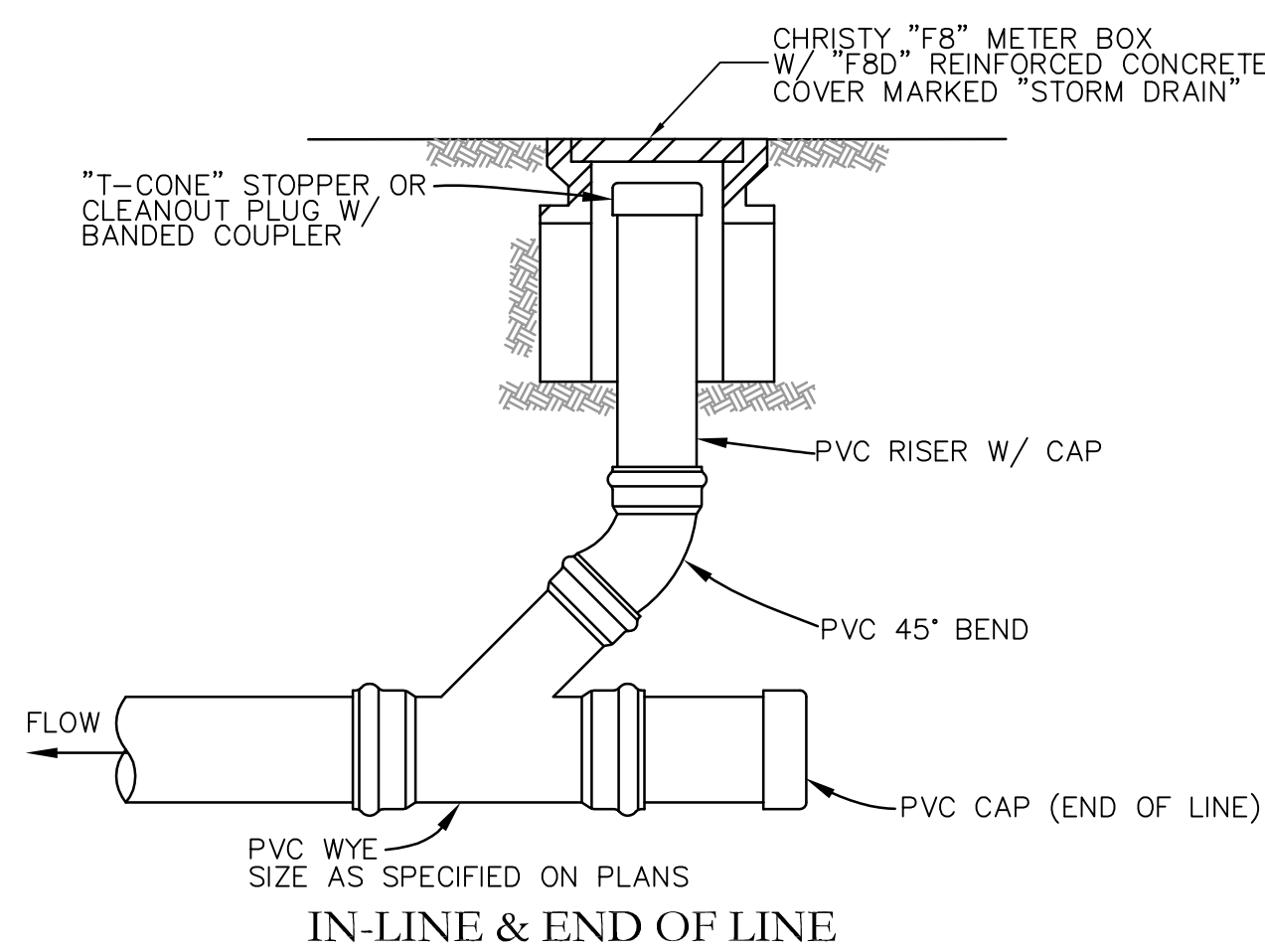
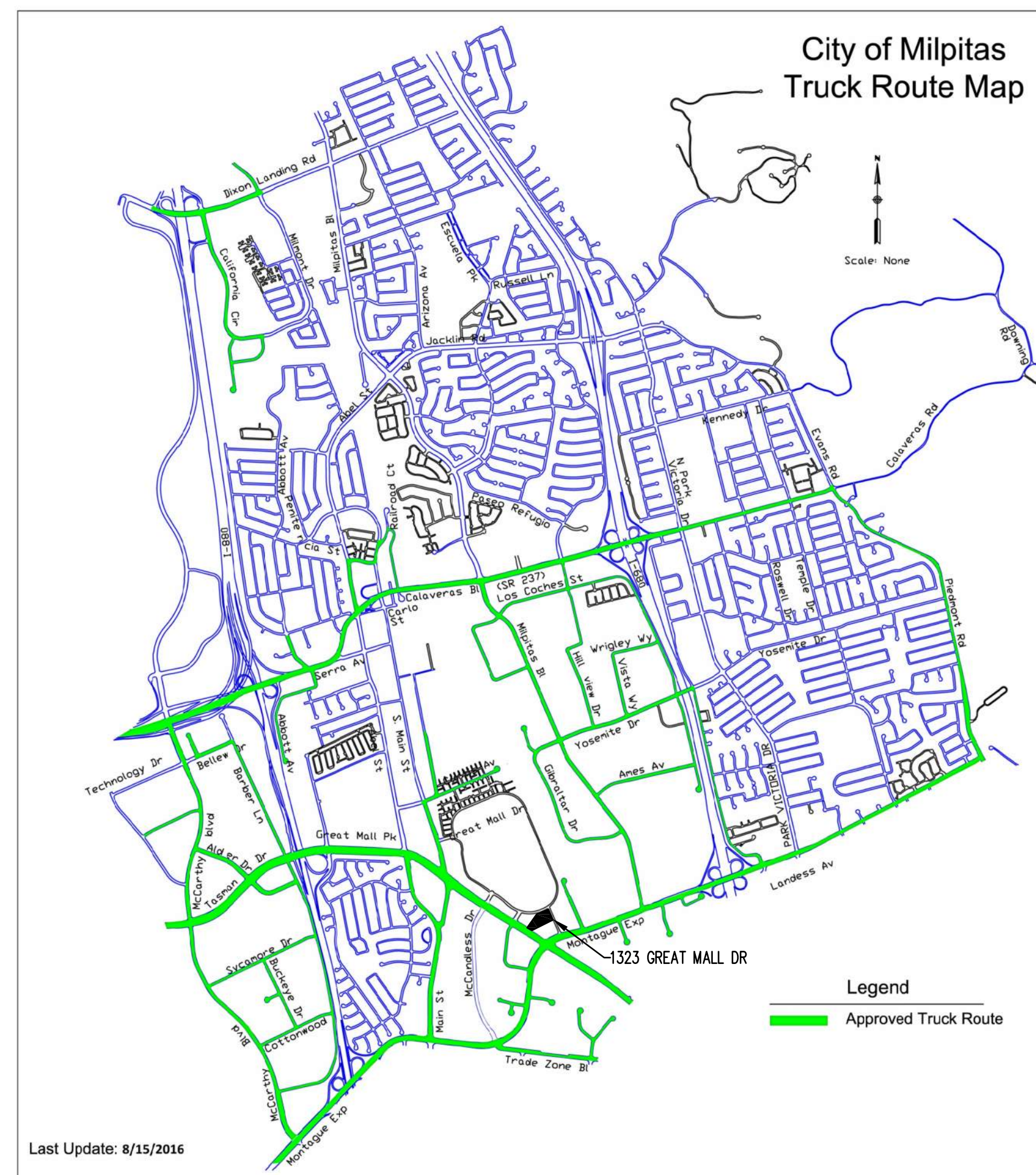
TABLE III

PROPOSED CONCRETE PAVEMENT SECTIONS

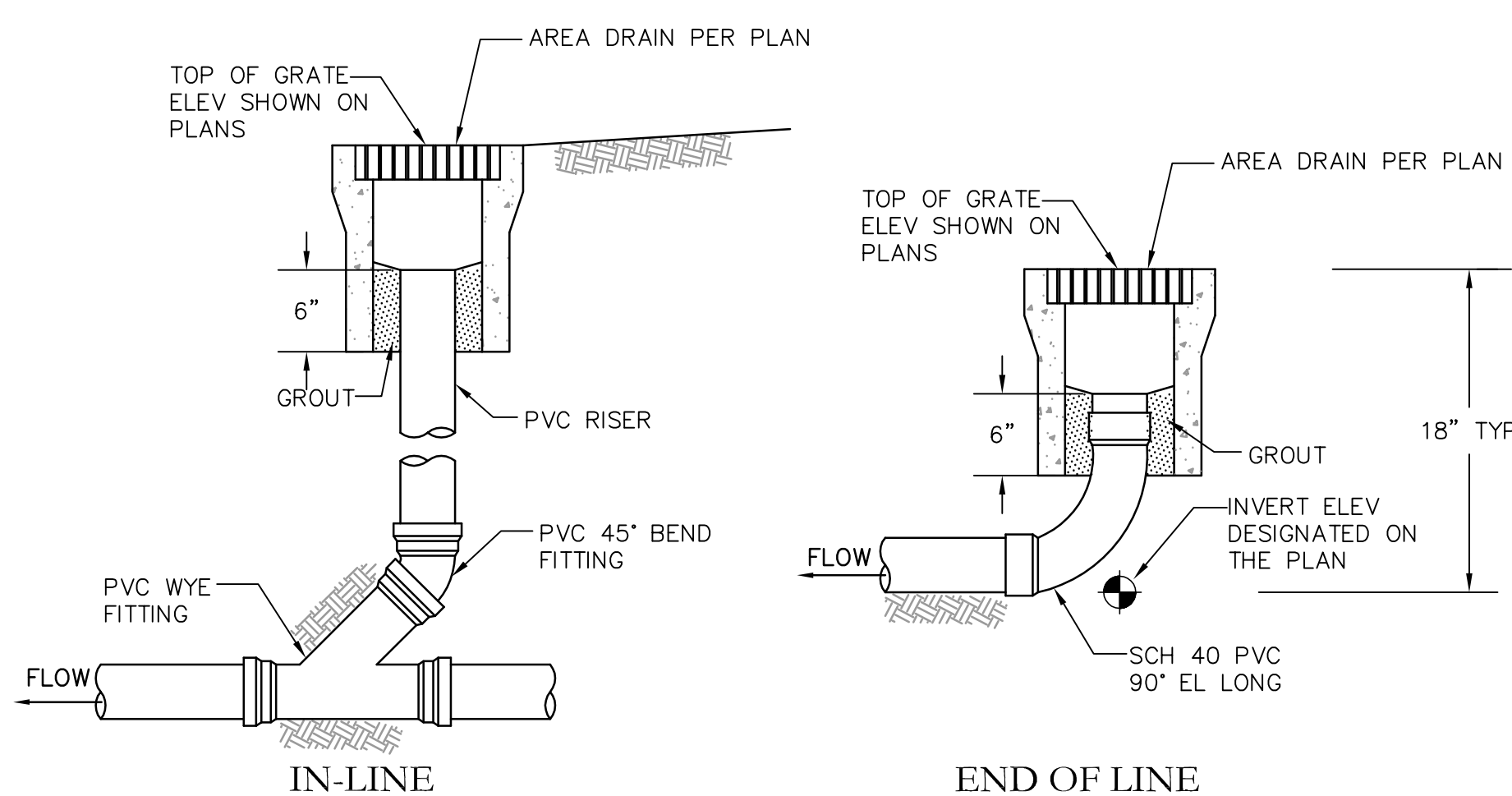
Location: Proposed Gym
Stratford School
1323 Great Mall Drive
Milpitas, California

	<u>DRIVEWAY*</u>	<u>CURB & GUTTER</u>	<u>SIDEWALK/PATIO**</u>
Recommended Rigid Pavement Sections:	1	2	3
P.C. Concrete*	6.0"	6.0"	4.0"
Class II Baserock (R=78 min.) compacted to at least 95% relative max. density	12.0"	8.0"	6.0"
Subgrade soil scarified & compacted to at least 90% relative max. density	12.0"	12.0"	12.0"

* Including trash enclosures, stress pads, and valley gutters.
 * Reinforcement: Rebar No. 4 at 18" on-center, maximum spacing both ways. Control joints maximum spacing at 10' by 10'.
 ** Reinforcement: Rebar No. 3 at 18" on-center, maximum spacing both ways. Control joints maximum spacing at 5' by 5'.
 Vertical curbs should be keyed at least 3 inches into pavement subgrade.

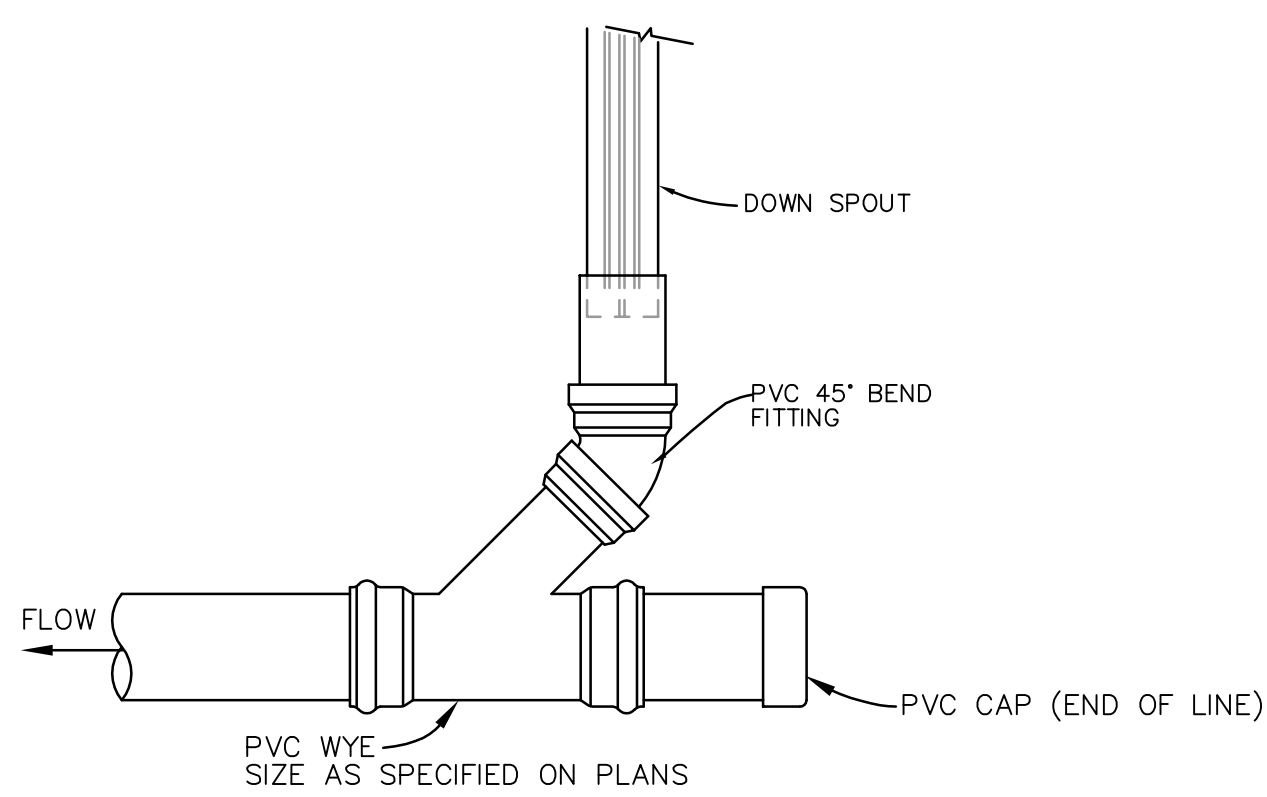


STORM DRAIN CLEANOUT
NOT TO SCALE



AREA DRAIN - DETAIL

NOT TO SCALE



IN-LINE & END OF LINE

DOWN SPOUT DETAIL

NOT TO SCALE

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CUP SET

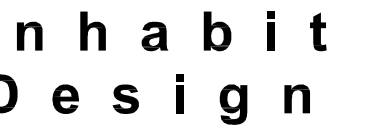
07/11/202

1	12/05/2023	CUP REVISION
2	03/04/2024	CUP REVISION
3	04/22/2024	CUP REVISION
4	05/17/2024	CUP REVISION

JOB NUMBER:

DETAILS

C-7



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UP SET

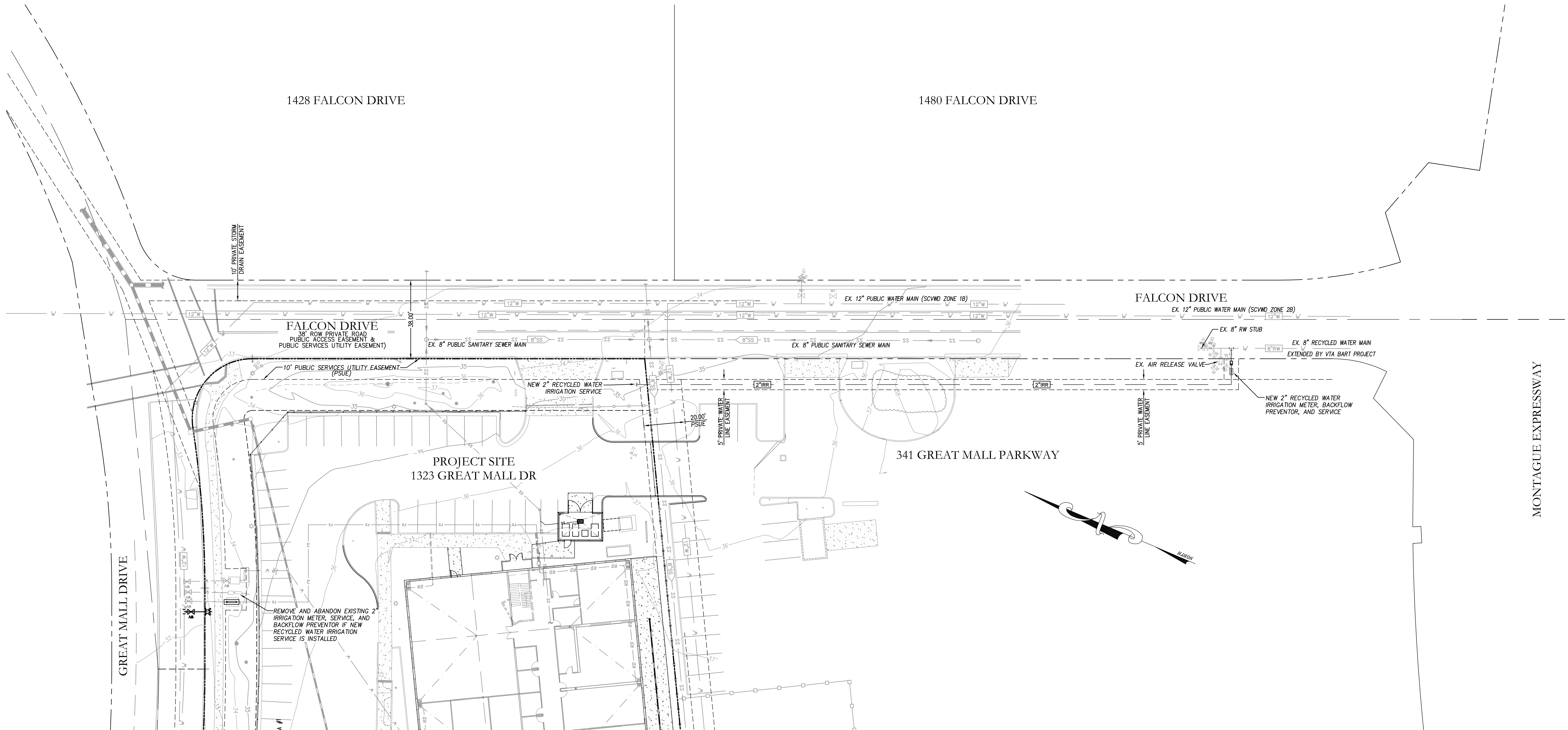
11/11/2023

12/05/2023	CUP REVISION 1
03/04/2024	CUP REVISION 2
04/22/2024	CUP REVISION 3
05/17/2024	CUP REVISION 4

OB NUMBER:

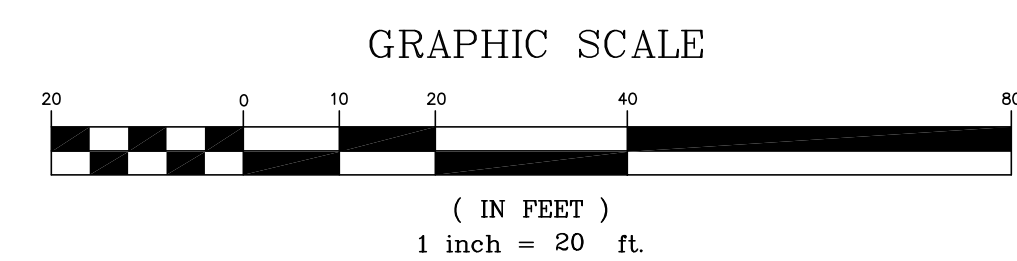
**PRELIMINARY
RECYCLED WATER
IRRIGATION
SERVICE**

C-8



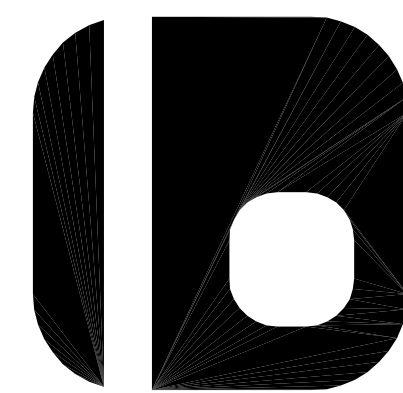
PRELIMINARY RECYCLED WATER IRRIGATION SERVICE

SCALE: 1" = 20'



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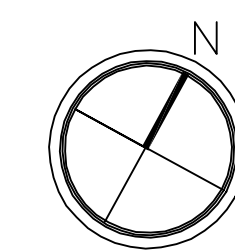
WILSON & ASSOCIATES
LANDSCAPE ARCHITECTURE
885 SAN DIEGO ROAD • BENEFIT, CA 94007
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ISA WC-7138A

Stratford Schools
Stratford Prep - Milpitas

1323 Great Mall Drive, Milpitas, CA 95035



SCALE: 1"=20'-0"

PLANT LEGEND

KEY	BOTANICAL / COMMON NAME	SIZE - TRUNK CALIBER	CONDITION	REMARKS
ET1	EXISTING TREES			
ET2	QUERCUS AGRIFOLIA / COAST LIVE OAK	7" TO 30"	FAIR TO GOOD	EXTENSIVE SURFACE ROOTS
ET3	PLATANUS ACERIFOLIA / LONDON PLANE TREE	8" TO 10"	FAIR TO GOOD	
ET4	FRAXINUS UIDEI / SHAMMEL ASH	11" TO 24"	FAIR TO GOOD	
ET5	FRAXINUS SPP. / ASH	12"	FAIR TO GOOD	
ET6	FRAXINUS VAR. / CHERRY	4" TO 6"	POOR TO DEAD	
ET7	PYRUS CALLERYANA VAR. / FLOWERING PEAR	10" TO 15"	FAIR TO DEAD	
ET8	WASHINGTONIA ROBUSTA / MEXICAN FAN PALM	20"	GOOD	
ET9	EUCALYPTUS SPP. / GUM	8" TO 24"	FAIR TO POOR	
ET10	PISTACHIA CHINENSIS	3"	GOOD	
ET10	CUPRESSUS SEMPERVIRENS / ITALIAN CYPRESS	COLUMNAR	FAIR TO GOOD	
E5	EXISTING SHRUBS, PERENNIALS AND GROUNDCOVERS INCLUDING ESCALLONIA FRADESI / N.C.N. RAPHIOLEPIS INDICA VAR'S. / INDIA HAWTHORN, TRACHELOSPERMUM JASMINOIDES / STAR JASMINE, SYZYGIIUM PANICULATUM / BRUSH CHERRY AND OTHERS. SEE ORIGINAL PLANTING PLAN.			
KEY	PROPOSED PLANTING - BOTANICAL / COMMON NAME	SIZE	QUANT.	REMARKS
T1	TREES PLATANUS ACERIFOLIA 'COLUMBIA' / LONDON PLANE TREE	15 G.C.	6	
S1	SHRUBS, GRASSES, AND PERENNIALS STIPA ARUNDINACEA / PHEASANT'S-TAIL GRASS	5 G.C.	42	
S2	RHAPHIOLEPIS I. 'DANCER' / INDIA HAWTHORN	5 G.C.	81	
S3	AGAPANTHUS X 'QUEEN ANNE' / LILY-OF-THE-NILE	1 G.C.	14	
G1	GROUND COVERS BARK MULCH - MEDIUM GRIND 'WALK-ON' BARK	MED.	AS REQ.	PLACE 3" DEEP
G2	DELTA BLUEGRASS CO. 'BIOFILTRATION SOD' FESCUE MIX SOD	SOD	AS REQ.	
G3	HEDERA HELIX 'HAHN'S' / HAHN'S IVY	FLATS	AS REQ.	PLANT TRI. @ 12" O.C.

NOTES AND LEGEND

1. SEE SHEET L-30 FOR NOTES.

— INDICATES EXISTING TREE TO REMAIN. CORRECTIVELY PRUNE AS NECESSARY. REMOVE STAKES.

X — INDICATES EXISTING TREE TO BE REMOVED DUE TO CONDITION OR LOCATION.

— INDICATES NEW TREE.

KEY NOTES

1. EXISTING LANDSCAPE AREA. MIXED TREES, SHRUBS, PERENNIALS AND GROUNDCOVERS. MOSTLY IN FAIR TO POOR CONDITION. SELECTIVELY REMOVE, PRUNE AND REPLANT AS NECESSARY. SEE LAYOUT NOTES.

2. NEW LANDSCAPE AREA. TREES, SHRUBS, PERENNIALS AND GROUNDCOVERS.

3. NEW BIORETENTION AREA. PLANT WITH FESCUE MIX BIORETENTION AREA SOD.

4. OVERGROWN SYZYGIIUM PANICULATUM / BRUSH CHERRY HEDGE. PRUNE DOWN TO 10 FOOT +/- HEIGHT.

5. NO EXISTING LANDSCAPE PLANTING. MOW GRASSY WEEDS.

6. NEW CUT-OUT PLANTERS IN NEW WALK.

CUP SET

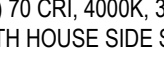
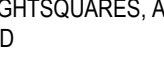
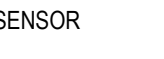
07/11/2023

1	12/05/2023	CUP REVISION 1
2	03/04/2024	CUP REVISION 2
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JOB NUMBER:

PLANTING
PLAN

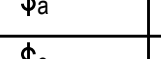
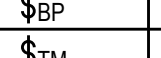
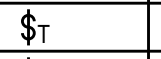
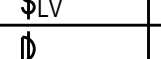
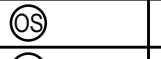
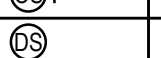
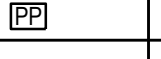
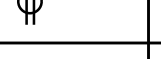
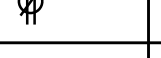
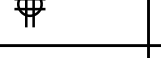
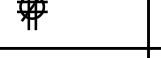
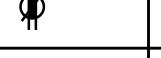
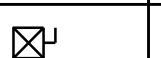
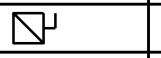
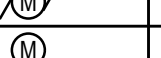
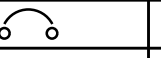
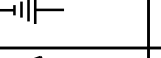
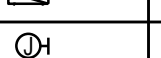
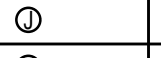
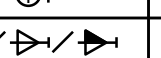
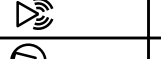
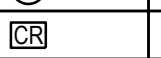
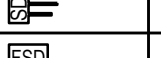
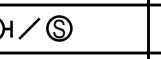
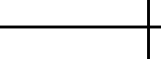
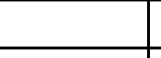
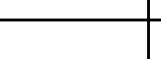
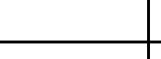
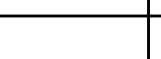
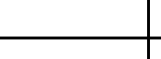
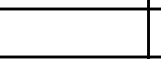
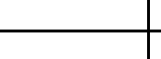
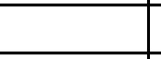
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EXTERIOR LIGHTING FIXTURE SCHEDULE						
TAG	DESCRIPTION	MANUFACTURER	VOLTS	WATTS	MOUNTING	REMARKS
	IMPACT LED TRAPEZOID (1) 70 CRI, 4000K, 350mA LIGHTSQUARE AND TYPE II OPTIC DISTRIBUTION, WITH HOUSE SIDE SHIELD	COOPER LIGHTING: IST-SA1-A-740-U-T2-HSS	UNIV. 120-277V	20.1W	SURFACE, WALL	COORDINATE FINISH AND COLOR TEMPERATURE WITH ARCHITECT
	IMPACT ELITE LED TRAPEZOID LUMINAIRE (1) 70 CRI, 4000K, 360mA LIGHTSQUARE WITH 16 LEDs AND TYPE IV WIDE OPTICS WITH HOUSE SIDE SHIELD	COOPER LIGHTING: IST-SA1-A-740-U-T4W-HSS	UNIV. 120-277V	20.1W	SURFACE, WALL	COORDINATE FINISH AND COLOR TEMPERATURE WITH ARCHITECT
	WALL LUMINAIRE (2) 70CRI, 4000K, 1200mA LIGHTSQUARES, AUTOMOTIVE FRONTLINE OPTICS WITH HOUSE SIDE SHIELD	COOPER LIGHTING: GWC-AF-02-LED-E1-AFL-7040-HSS	UNIV. 120-277V	129W	SURFACE, WALL	COORDINATE FINISH AND COLOR TEMPERATURE WITH ARCHITECT
	48" LINEAR FIXTURE WITH BUILT-IN MOTION SENSOR	LITHONIA LIGHTING: FEM-L48-LPACL-WD-MVOLT-GZ10-35K-80CRI-SB0R10	UNIV. 120-277V	18W	SURFACE, CEILING	COORDINATE FINISH AND COLOR TEMPERATURE WITH ARCHITECT
NOTES: 1. EC TO COORDINATE ALL LIGHT FIXTURE SELECTION AND LAMPS WITH THE OWNER / ARCHITECT PRIOR TO PURCHASE. TOTAL WATTAGE OF LUMINAIRE SHALL NOT EXCEED WATTAGE INDICATED ON THE FIXTURE SCHEDULE. 2. PROVIDE ALL VOLTAGE TRANSFORMERS AND OTHER COMPONENTS REQUIRED TO DELIVER A COMPLETE AND OPERABLE SYSTEM. 3. ALL FINISHES AS PER ARCHITECT. REFER TO ARCHITECTURAL PLANS FOR MOUNTING INFORMATION. 4. ALL EMERGENCY LIGHT ARE TO BE WIRED AHEAD OF LOCAL SWITCH AND LIGHTING CONTROL PANEL TO PROVIDE UNINTERRUPTED POWER.						
LIGHTING FIXTURE CATALOG NUMBERS ARE SERIES TYPE ONLY. PROVIDE TRIMS, BALLASTS, MOUNTING EQUIPMENT, FITTINGS AND LAMP AS REQUIRED BY THE SPECIFICATIONS AND PROJECT CONDITIONS FOR A COMPLETE INSTALLATION. THIS IS NOT A STANDALONE SCHEDULE AND FIXTURES MUST INCORPORATE ALL WORK INDICATED OR IMPLIED THROUGHOUT THE DRAWINGS AND SPECIFICATIONS.						
SUBSTITUTION DEFINITIONS: OR EQUAL = EQUAL OR SUPERIOR TO SPECIFIED IN ALL RESPECTS WILL BE ALLOWED. ENGINEERS PRE-BID APPROVAL IS NOT REQUIRED. PROPOSED EQUAL FIXTURES ARE SUBJECT TO REVIEW DURING THE STANDARD SUBMITTAL PROCESS. NO EQUAL = PROVIDE SPECIFIED FIXTURES. SUBSTITUTIONS ARE NOT ALLOWED. SUBJECT TO REVIEW = EQUAL OR SUPERIOR TO SPECIFIED IN ALL RESPECTS MAY BE ALLOWED ONLY WITH ENGINEERS APPROVAL. ALL SUBSTITUTIONS MUST BE SUBMITTED AS REQUIRED BY SPECIFICATIONS AND ACCOMPANIED WITH POINT BY POINT LIGHTING CALCULATION. DETERMINATION OF EQUAL IS ENGINEER'S SOLE DISCRETION.						
CALCULATED LIGHTING FOOTCANDLE LEVELS ARE BASED ON THE UTILIZATION OF STANDARD REFLECTANCE OF 50-30-20 (CEILING-WALL-FLOOR) PER I.E.S. (ILLUMINATED ENGINEERING SOCIETY). THE ROOM SURFACES ARE USED AS AS INTEGRAL COMPONENTS OF THE LIGHTING SYSTEM. THE REFLECTANCE OF THE SURFACE PAINT COLOR MATERIAL, AND OTHER ROOM SURFACES, DIRECTLY AFFECTS THE DELIVERY OF LIGHT TO THE WORK PLANE. A SIGNIFICANT DROP IN OVERALL LIGHTING LEVELS WILL OCCUR IF REFLECTANCE ARE LOWERED. THE ARCHITECT/OWNER SHALL NOTIFY THE ENGINEER IMMEDIATELY IF FINISHES DO NOT FALL IN LINE WITH THE REFLECTANCE MENTIONED ABOVE.						

GENERAL NOTES	
1. CODE COMPLIANCE IS MANDATORY. NOTHING IN THESE DRAWINGS AND SPECIFICATIONS PERMITS WORK NOT CONFORMING TO THESE CODES. WHERE WORK IS SHOWN TO EXCEED MINIMUM CODE REQUIREMENTS, COMPLY WITH DRAWINGS AND SPECIFICATIONS. ALL WORK AND MATERIALS SHALL COMPLY WITH THE LATEST RULES, CODES AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO: 1.1. 2022 CALIFORNIA BUILDING CODE 1.2. 2022 CALIFORNIA ELECTRICAL CODE 1.3. 2022 CALIFORNIA MECHANICAL CODE 1.4. 2022 CALIFORNIA PLUMBING CODE 1.5. 2022 CALIFORNIA FIRE CODE 1.6. 2022 CALIFORNIA ENERGY CODE, PART 6 1.7. LOCAL UTILITY COMPANIES ANY OTHER LOCAL CODES, ORDINANCES AND JURISDICTIONS	
2. ALL DEVICES AND EQUIPMENT INSTALLED OUTDOORS OR EXPOSED TO THE WEATHER SHALL BE OF WEATHERPROOF CONSTRUCTION.	
3. ALL SINGLE AND GANGED PLATES SHALL BE THERMOPLASTIC AND SHALL MATCH THE DEVICE IN COLOR. COORDINATE DEVICE COLOR WITH THE ARCHITECT PRIOR TO INSTALLATION. GANG DEVICES AT GROUP LOCATIONS UNDER A SINGLE COVER PLATE.	
4. THE ELECTRICAL PLANS ARE SCHEMATIC IN NATURE AND ARE NOT INTENDED TO SHOW ALL OF THE ARCHITECTURAL DETAIL OR SPECIFICS OF ELECTRICAL CONSTRUCTION. TAKE ALL DIMENSIONS FROM THE ARCHITECTURAL DRAWINGS. PRIOR TO ROUGH-IN, CONTRACTOR TO REVIEW ALL SUBMITTALS OF EQUIPMENT PROVIDED BY OTHER TRADE AND MAKE NECESSARY ADJUSTMENTS.	
5. ALL CONNECTIONS TO MECHANICAL EQUIPMENT SHALL BE MADE WITH A MINIMUM OF 34" OF WEATHERPROOF FLEXIBLE CONDUIT TO PREVENT SOUND AND VIBRATION TRANSMISSION TO THE STRUCTURE.	
6. COORDINATE ALL MOTOR OVERLOADS AND/OR FUSES FURNISHED BY THIS CONTRACT WITH THE ACTUAL EQUIPMENT INSTALLED. SIZE OVERLOADS BASED ON MOTOR NAMEPLATE FULL LOAD CURRENT AND SERVICE FACTOR. FUSES FOR MOTOR AND TRANSFORMER CIRCUITS SHALL BE DUAL ELEMENT. FUSES FOR OTHER "NON-INRUSH" LOADS SHALL BE FAST ACTING. ALL FUSES SHALL BE CURRENT LIMITING CLASS RK5 OR CLASS L, UNLESS OTHERWISE NOTED. FUSES SHALL BE PROVIDED WITH REJECTION TYPE FUSE HOLDERS.	
7. GROUNDING CONDUCTORS ARE GENERALLY NOT SHOWN. GROUND AND BOND TOGETHER ALL EQUIPMENT, RACEWAYS, MOTORS, PANELBOARDS AND SWITCHBOARDS, ETC. IN ACCORDANCE WITH CEC ARTICLE 250. BONDING OF ALL INTERIOR METAL PIPING SHALL BE IN ACCORDANCE WITH CEC ARTICLE 250 AS FOLLOWS: A. ALL INTERIOR METAL WATER PIPING SHALL BE BONDED TO ONE OR MORE GROUNDING ELECTRODES USED. THE BONDING JUMPER SHALL BE SIZED IN ACCORDANCE WITH CEC ARTICLE 250. B. INTERIOR METAL PIPING THAT MAY BECOME ENERGIZED (i.e. GAS PIPING, ETC.), SHALL BE BONDED TO ONE OR MORE GROUNDING ELECTRODES USED. THE BONDING JUMPER SHALL BE SIZED IN ACCORDANCE WITH CEC ARTICLE 250, USING THE RATING OF THE CIRCUIT THAT MAY ENERGIZE THE PIPING SYSTEM. C. INTERIOR METAL PIPING SYSTEM SEPARATED BY A PLUMBING EQUIPMENT (I.E. METER, WATER HEATER) SHALL BE PROVIDED WITH A BONDING JUMPER SIZED PER CEC ARTICLE 250. ALL GROUNDING ELECTRODE INSTALLED IN THE BUILDING (SINGLE OR MULTIPLE SERVICES) SHALL BE BONDED TOGETHER TO FORM A SINGLE GROUNDING ELECTRODE SYSTEM.	
8. INSTALL ALL WALL MOUNTED POWER, TELEPHONE AND DATA OUTLETS AT 1'-6" A.F.F. TO BOTTOM OF THE BOX, UNLESS OTHERWISE NOTED. INSTALL ALL LIGHTING CONTROL SWITCHES, FIRE ALARM PULL STATIONS, AND WALL TELEPHONE JACKS AT 48" A.F.F. TO TOP OF THE BOX, UNLESS OTHERWISE NOTED.	
9. CONDUIT PENETRATION OF FIRE RATED PORTIONS OF A STRUCTURE SHALL BE EFFECTIVELY SEALED AND SLEEVED WITH STEEL FLEX 3 FEET EACH SIDE OF THE PENETRATION, OR OTHER APPLIED METHODS.	
10. FIRE ALARM CABLE SHALL BE INSTALLED IN CONDUIT WHERE REQUIRED BY CODE.	
11. RECESSED LIGHT FIXTURES, INSTALLED WHERE THERE ARE INSULATION ARE REQUIRED TO BE I.C. RATED.	
12. ALL LIGHT SWITCHES NOT WITHIN SIGHT OF THE LUMINAIRES SHALL BE EQUIPPED WITH A PILOT LIGHT, EVEN IF NOT SHOWN IN THE DRAWINGS.	
13. CONTRACTOR TO PROVIDE ALL REQUIRED SEISMIC SUPPORT WIRES FOR THE LIGHTING FIXTURES. PENDANT FIXTURES SHALL BE PROVIDED WITH SEISMIC SUPPORT WIRES SO AS NOT TO HIT ANYTHING ON A 45 DEGREE SWING AND AS REQUIRED BY THE AHJ.	
14. ALL EQUIPMENT SHALL BE UL LISTED AND SHALL BE INSTALLED AS PER THEIR LISTINGS. INSTALLATION INSTRUCTION FOR ALL UL LISTED EQUIPMENT SHALL BE MADE AVAILABLE TO THE BUILDING INSPECTOR AT THE TIME OF INSPECTION. ALL DEVICES AND EQUIPMENT INSTALLED OUTDOORS OR EXPOSED TO THE WEATHER SHALL BE OF WEATHERPROOF CONSTRUCTION. ALL RECEPTACLES SHALL COMPLY WITH THE LATEST EDITION OF THE CEC, EVEN IF NOT SPECIFICALLY IDENTIFIED IN THE DRAWINGS (GFCI, AFCI, TAMPER RESISTANT, HOSPITAL GRADE, ETC.)	
15. CONTRACTOR TO SUBMIT LOAD SUMMARY (SERVICE CARE SHEET) TO THE ELECTRIC UTILITY COMPANY FOR COORDINATION TO THE EXISTING SERVICE LATERAL/ENTRANCE CONDUCTOR AND ASSOCIATED UTILITY TRANSFORMER.	
16. STRUCTURAL STEEL FIREPROOFING THAT WERE DAMAGED DURING CONSTRUCTION SHALL BE PATCHED AND REPAIRED BY THIS CONTRACTOR.	
17. CONTRACTOR SHALL VERIFY FIELD CONDITIONS BEFORE SUBMITTING BID.	
18. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, CERTIFICATES, ETC. REQUIRED.	
19. WHERE REQUIRED, CONTRACTOR SHALL OBTAIN AND PAY FOR BOTH ROUGH AND FINAL UNDER-WRITERS OR OTHER APPROVED INSPECTION AGENCY CERTIFICATES "ELECTRICAL INSPECTION". THESE CERTIFICATES SHALL BE PRESENTED WITH REQUEST FOR FINAL PAYMENT.	
20. IT IS THE INTENT OF THESE PLANS TO PROVIDE A COMPLETE OPERATING ELECTRICAL SYSTEM. THIS CONTRACTOR SHALL FURNISH AND INSTALL ALL WIRING EQUIPMENT, MATERIAL, ETC. REQUIRED, EXCEPT WHERE SPECIFICALLY NOTED AS BEING FURNISHED BY OTHERS. SHOULD THERE BE ANY QUESTIONS CONCERNING RESPONSIBILITY, THEY SHALL BE ADDRESSED TO ARCHITECT PRIOR TO BID. NO EXTRA CHARGES WILL BE ALLOWED.	
21. ELECTRICAL SERVICE SHALL BE COORDINATED WITH THE EXISTING FIELD CONDITIONS.	
22. CONSULT WITH CONTRACTORS FURNISHING HVAC EQUIPMENT TO VERIFY LOADS AND SECURE EXACT LOCATIONS (REFER TO HVAC DRAWINGS). WIRE AND CONNECT TO ALL HVAC EQUIPMENT, INCLUDING CONTROLS AND THERMOSTATS.	
23. CONTRACTOR SHALL MAKE ALL FINAL CONNECTIONS TO ALL CONTROLS, OWNER-SUPPLIED EQUIPMENT, MECHANICAL AND PLUMBING EQUIPMENT AS REQUIRED.	
24. CIRCUIT NUMBER ON THE DRAWINGS ARE FOR IDENTIFICATION ONLY AND DO NOT INDICATE THE POSITION ON THE PANEL BOARD. CONNECT THE CIRCUITS WITH THE LIGHTEST LOADS AND THE RECEPTACLE CIRCUITS NEAR THE TOP OF THE PANEL, AND THE MORE HEAVILY LOADED CIRCUITS NEAR THE BOTTOM. BALANCE ALL CIRCUITS EVENLY BETWEEN PHASE SO THAT FEEDER WIRES CARRY APPROXIMATELY EQUAL CURRENT. ALL PHASES MUST BE BALANCED WITHIN 10% OR LESS. CONTRACTOR SHALL REBALANCE IF NECESSARY.	
25. BRANCH CIRCUIT CONDUCTORS SHALL NOT BE LESS THAN NO. 12 AWG. THE INSULATION SHALL BE COLOR CODED, AND SHALL BE 600 VOLT, TYPE THHN/THWN COPPER.	
26. CABLES IN HIGH TEMPERATURE AREAS SHALL HAVE INSULATION TYPE SUITABLE FOR THE TEMPERATURE. CABLES USED IN SPACES FOR ENVIRONMENTAL AIR SHALL CONFORM WITH APPLICABLE CEC REQUIREMENTS.	
27. ALL WIRING USED IN RETURN OR DISCHARGE AIR PLenums SHALL BE PLENUM RATED OR INSTALLED PER METHODS APPROVED BY THE LATEST EDITION OF THE CEC FOR SUCH APPLICATION.	
28. BRANCH CIRCUITS FOR POWER AND LIGHTING SHALL NOT BE LESS THAN #12 AWG. OR AS NOTED. WIRES ARE TO BE SIZED FOR THE APPROPRIATE VOLTAGE DROPS.	
29. ALL EQUIPMENT AND LIGHT FIXTURES WIRING SHALL NOT BE LESS THAN #12 AWG TYPE SFF-2, AND FLEXIBLE CORDS SHALL NOT BE LESS THAN #12 AWG TYPE S.	
30. CONTROL WIRING SHALL NOT BE LESS THAN #14 AWG UNLESS OTHERWISE NOTED.	
31. HOMERUNS SHOWN ARE SCHEMATIC. CONTRACTOR MAY ORIGINATE HOMERUNS FROM DIFFERENT LOCATIONS. ALL WIRE INCLUDING HOMERUNS SHALL BE DELINEATED ON AS-BUILT DRAWINGS.	
32. ALL CONDUITS PASSING THROUGH PARTITIONS ARE TO BE APPROPRIATELY SLEEVED AND SEALED.	
33. ALL SLAB PENETRATIONS SHALL BE INSTALLED AND FIRE RATED PER NATIONAL, STATE AND LOCAL CODES.	
34. DO NOT MAKE ANY CHANGES OR SUBSTITUTIONS WITHOUT SPECIFIC WRITTEN APPROVAL FROM THE ARCHITECT OR ENGINEER.	
35. GUARANTEE ALL WORK, MATERIAL AND EQUIPMENT FOR A PERIOD OF ONE YEAR FROM THE DATE OF APPROVAL AND FINAL ACCEPTANCE.	
THIS DESIGN IS BASED ON INITIAL DESIGN DATA. GENERAL CONTRACTOR TO SUPPLY AND INSTALL FEEDERS, FUSES AND CIRCUIT BREAKERS TO MATCH THE ACTUAL NAMEPLATE RATING OF ALL EQUIPMENT. THIS SHALL BE INCLUDED IN THE INITIAL BID PROPOSAL, AND NO EXTRAS SHALL BE ENTERTAINED.	
37. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT, MATERIALS AND LABOR TO COMPLETE ALL ELECTRICAL WORK IN A NEAT AND WORKMANLIKE MANNER AND IN ACCORDANCE WITH GOOD COMMERCIAL PRACTICE INCLUDING THE INSTALLATION OF ALL THE EQUIPMENT MATERIALS AND SYSTEMS AND THE FINAL CONNECTIONS TO THE OWNER'S EQUIPMENT AND FIXTURES AS REQUIRED BY THE OWNER. THE CONTRACTOR SHALL ALSO FURNISH TEMPORARY WIRING AND LIGHTING TO PROVIDE A MINIMUM OF 25 FC IN WORK AREAS FOR USE OF ALL THE TRADES DURING CONSTRUCTION AND THE INSTALLATION OF THE OWNERS FIXTURES. THE CONTRACTOR IS RESPONSIBLE TO REMOVE ALL TEMPORARY WIRING UPON COMPLETION OF CONSTRUCTION OF ALL TRADES.	
38. CONTRACTOR SHALL LABEL ALL JUNCTION BOX, OUTLETS, LIGHT SWITCH, ETC. WITH CIRCUIT NUMBER ON INTERIOR OF COVER PLATE.	
39. CONTRACTOR SHALL PROVIDE SEISMIC RESTRAINTS AND SUPPORTS FOR ALL FLOOR AND CEILING MOUNTED ELECTRICAL EQUIPMENT TO RESIST EARTHQUAKE EFFECTS DETERMINED IN ACCORDANCE WITH THE BUILDING CODE.	
40. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE AND INSTALL ALL SUPPLEMENTARY SUPPORT, INCLUDING SUPPORT STEEL, AS REQUIRED TO HANG ALL EQUIPMENT AND LIGHTING FROM THE EXISTING STRUCTURE IN ACCORDANCE WITH THE ARCHITECTURAL/STRUCTURAL SUPPORT AND LOADING CRITERIA.	
41. IT IS THE RESPONSIBILITY OF THIS CONTRACTOR TO PROVIDE FULLY DIMENSIONED COORDINATION DRAWINGS FOR ALL OF HIS RESPECTIVE WORK. THESE DRAWINGS MUST BE FULLY COORDINATED WITH ALL EXISTING CONDITIONS. ALL HVAC, PLUMBING, FIRE PROTECTION, ELECTRICAL, LIGHTING, STRUCTURAL AND ARCHITECTURAL SYSTEMS PRIOR TO PREPARING COMPOSITE MULTI DISCIPLINE COORDINATION DRAWINGS.	
42. ALL DISCONNECTING MEANS AND EQUIPMENT INDICATED ON THE DRAWING SHALL BE IDENTIFIED BY NAMEPLATE IN COMPLIANCE WITH THE CEC 110-22.	
43. ALL WIRING FOR THE EMERGENCY LIGHTING AND EMERGENCY SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CEC ARTICLE 700.	
44. THE WIRING METHODS AND MATERIALS INDICATED IN THE SPECIFICATIONS AND ON THE DRAWINGS SHALL BE INSTALLED AND CONNECTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CEC ARTICLE 300.	
45. THE ELECTRICAL SERVICE AND DISTRIBUTION SYSTEM AS INDICATED ON THE RISER DIAGRAM AND MATERIALS INDICATED IN THE SPECIFICATIONS SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE CEC ARTICLE 230.	
46. ALL OVER CURRENT PROTECTION SHALL BE IN COMPLIANCE WITH THE CEC SECTION 240.	
47. ALL GROUNDING REQUIREMENT S OF THE COMPLETE ELECTRICAL DISTRIBUTION SYSTEM AND AS INDICATED IN THE SPECIFICATIONS SHALL BE IN ACCORDANCE WITH CEC ARTICLE 250.	
48. PRIOR TO ANY REQUIRED CUTTING AND PATCHING OF CONCRETE FLOOR AND/OR CUTTING OF ROOF CONTRACTOR SHALL COORDINATE WITH BUILDING ENGINEER. SEAL ALL EXTERIOR AND FIREWALL PENETRATIONS.	
49. FOR ALL LIGHTING FIXTURES MOUNTED IN HUNG CEILING THE GENERAL CONTRACTOR SHALL PROVIDE AND INSTALL INDIVIDUAL SUPPORT AT EACH CORNER OF RECESSED LIGHTING TROFFER CONNECTED TO BUILDING STEEL ABOVE ALL CONDUIT AND NO CABLE MOUNTED ABOVE HUNG CEILING SHALL BE INDIVIDUALLY SUPPORTED IN THE SAME FASHION AS PER CEC REQUIREMENTS.	
50. NO "DOUBLING UP" ON CIRCUIT BREAKERS OR CONDUCTOR SPLICES WITH IN PANEL BOARDS SHALL BE PERMITTED. THE CONTRACTOR SHALL PROVIDE JUNCTION BOXES ADJACENT TO PANELBOARDS AS REQUIRED TO SPLICE COMMON CIRCUITS CONNECTORS.	
51. DO NOT SCALE FROM THESE DRAWINGS.	
52. PLANS ARE PREPARED WITH REQUIRED BRANCH CIRCUITS INDICATED BY CIRCUITS NUMBERS. PROVIDE AND INSTALL ALL CONDUITS, CONDUCTORS, BOXES, MISCELLANEOUS FITTINGS, ETC. FOR A COMPLETE AND OPERABLE SYSTEM (HOME RUN SHOWN). BRANCH CIRCUIT INSTALLATION SHALL COMPLY WITH SPECIFICATIONS AND CEC.	
53. NATIONALLY RECOGNIZED TESTING LABORATORY SHALL LIST ALL EQUIPMENT IN COMPLIANCE WITH IEC CEC ART. 110.3.	
54. ALL CONDUITS SHALL MAINTAIN FIVE (5) FEET CLEARANCE IN FRONT OF HVAC SUPPLY AND RETURN.	
55. CONTRACTOR TO PROVIDE CONDUIT EXPANSION COUPLINGS AND BONDING JUMPERS WHERE REQUIRED. REFER TO STRUCTURAL DRAWINGS FOR EXPANSION JOINT LOCATION.	
56. PROVIDE IDENTIFIED HANDLE TIES FOR ALL MULTI-WIRE BRANCH CIRCUITS PER CEC 210.4(B).	
57. THE WORKING SPACES ABOUT THE ELECTRICAL EQUIPMENT SHALL BE MAINTAINED PER CEC 110.26(A) AND THE UTILITY COMPANY REQUIREMENTS. THE DEDICATED EQUIPMENT SPACE SHALL BE MAINTAINED PER CEC 110.26(E).	
58. THE CONTRACTOR FOR THIS WORK IS REQUIRED TO READ THE SPECIFICATIONS AND REVIEW DRAWINGS OF ALL DIVISIONS OF WORK AND IS RESPONSIBLE FOR THE COORDINATION OF THIS WORK AND THE WORK OF ALL SUBCONTRACTORS WITH ALL DIVISIONS OF WORK. IT IS THIS CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL SUBCONTRACTORS WITH A COMPLETE SET OF BID DOCUMENTS.	

SHEET INDEX	
DWG NO.	DRAWING TITLE
E0.0	ELECTRICAL GENERAL INFORMATION
ES1.0	ELECTRICAL SITE PLAN
EP1.0	ELECTRICAL SITE PHOTOMETRIC PLAN

CAL GREEN BUILDING CODE REQUIREMENTS	
BUILDING COMMISSIONING	
CONTRACTOR SHALL PROVIDE, AND INCLUDE IN BID:	
A. TESTING AND ADJUSTING - TESTING AND ADJUSTING OF SYSTEMS SHALL BE PERFORMED IN ACCORDANCE WITH INDUSTRY BEST PRACTICES AND APPLICABLE STANDARDS OF EACH SYSTEM AS DETERMINED BY THE BUILDING OFFICIAL. PROVIDE A FINAL REPORT OF TESTING SIGNED BY THE INDIVIDUAL RESPONSIBLE FOR PERFORMING THESE SERVICES.	
TESTING AND ADJUSTMENT PROCEDURE FOR LIGHTING CONTROLS: WALL AND CEILING MOUNTED OCCUPANCY SENSOR: TESTER SHALL MANUALLY TURN ON LIGHT FIXTURE VIA THE SWITCH PROVIDED. ONCE LIGHT FIXTURE IS TURNED ON, TESTER SHALL INITIATE TIMER, SET TO MAXIMUM 30 MINUTES, AFTER WHICH THE LIGHT FIXTURES SHALL BE AUTOMATICALLY TURNED OFF EITHER AT THE END OF THE MAXIMUM ALLOWED 30 MINUTES OR EARLIER, IF FIXTURE DO NOT TURN OFF AFTER THE MAXIMUM ALLOWED TIME, TESTER TO OPEN OCCUPANCY SENSOR COVER AND CHECK TIMER SETTING AND ADJUST AUTOMATIC OFF TIMER TO 30 MINUTES OR LESS AND REPEAT PROCEDURE.	
TESTER TO FOLLOW MANUFACTURER'S INSTRUCTION ON HOW TO SETUP OCCUPANCY SENSOR TO ENSURE SENSOR IS WORKING AND SETUP PROPERLY.	
WALL SWITCH FOR MANUAL ON/OFF AND DIMMING: TESTER SHALL MANUALLY TURN ON LIGHT FIXTURE VIA THE SWITCH PROVIDED. ONCE LIGHT FIXTURE IS TURNED ON, TESTER SHALL DIM FIXTURE VIA THE DIMMING FUNCTION AND BUTTON/SWITCH ON THE SWITCH AND OBSERVE FIXTURE TO ENSURE THAT LIGHT FIXTURES LIGHT LEVEL IS REDUCED UNIFORMLY AS THE FIXTURE IS DIMMED DOWN AND RAISED UP.	
IF LIGHT FIXTURE IS NOT TURNED ON/OFF OR DIMMED, TESTER TO CHECK CONNECTION BETWEEN SWITCH, POWER PACK AND SENSOR IF APPLICABLE TO ENSURE ALL WIRING IS DONE CORRECTLY PER MANUFACTURER'S INSTALLATION INSTRUCTION AND REPEAT TESTING PROCEDURE.	
AUTOMATIC OFF VIA TIMECLOCK AND CONTactor: TESTER SHALL INSPECT TIMECLOCK TO ENSURE THAT THE AUTOMATIC ON/OFF SCHEDULE IS SET PROPERLY PER TENANT CRITERIA. ONCE SCHEDULING IS SETUP, TESTER CAN ADJUST THE INTERNAL CLOCK OF THE TIMECLOCK TO ADVANCE TO WITHIN 1 MINUTE OF THE AUTOMATIC SHUT OFF TIME AND SEE IF ALL LIGHTS SET TO TURN OFF AUTOMATICALLY BY THE TIMECLOCK IS SHUT OFF AS IT SHOULD BE.	
IF LIGHTS DO NOT TURN OFF AT THE SET SCHEDULE, CHECK TO ENSURE THAT TIMECLOCK IS SETUP PROPERLY AND ALL CONTactor ARE CONNECTED PROPERLY TO THE TIMECLOCK AND CHECK AGAIN.	
TESTING AND ACCEPTANCE PER TITLE-24: ALL TESTING AND ADJUSTMENT SHALL BE PROVIDED BY A PERSON/COMPANY THAT IS CERTIFIED TO PROVIDE TESTING, ADJUSTING AND PROVIDING ACCEPTANCE FORM NRCA PER TITLE-24 REQUIREMENT. THIS IS REQUIRED FOR ALL LIGHTING CONTROL DEVICES AND SYSTEM.	
A FINAL REPORT FOR THE TESTING AND ADJUSTING OF ALL NEW SYSTEMS SHALL BE COMPLETED PRIOR TO FINAL APPROVAL BY THE FIELD INSPECTOR. THIS REPORT SHALL BE SIGNED BY THE INDIVIDUAL RESPONSIBLE FOR PERFORMING THESE SERVICES. (S.410.4.4)	
AN OPERATION & SYSTEMS MANUAL SHALL BE PROVIDED TO THE OWNER OR REPRESENTATIVE AND TO THE FIELD INSPECTOR AT THE TIME OF FINAL INSPECTION. (S.410.4.5)	
B. OPERATION AND MAINTENANCE (O&M) MANUAL - PROVIDE THE BUILDING OWNER OR REPRESENTATIVE WITH DETAILED OPERATING AND MAINTENANCE INSTRUCTIONS AND COPIES OF GUARANTEES/WARRANTIES FOR EACH SYSTEM. O&M INSTRUCTIONS SHALL BE CONSISTENT WITH OSHA REQUIREMENTS IN CCR, TITLE 8, SECTION 5142, AND OTHER RELATED REGULATIONS.	
C. INSPECTIONS AND REPORTS - INCLUDE A COPY OF ALL INSPECTIONS, VERIFICATIONS, AND REPORTS, REQUIRED BY THE ENFORCING AGENCY.	

LEGEND / ABBREVIATION		
SYMBOL	ABBREVIATION	DESCRIPTION
		20A, 120/277V, SPST SWITCH, LOWER CASE LETTER INDICATES SWITCH/LEG CONTROLLED BY SWITCH. PROVIDE ONE PER SWITCH/LEG.
		20A, 120/277V, THREE WAY SWITCH.
		20A, 120/277V, SPST SWITCH WITH PILOT LIGHT.
		20A, 120/277V BY-PASS SWITCH, N.O. MOMENTARY SPST SWITCH.
		TIMER SWITCH, DIGITAL, 20A, 120V.
		HP RATED TOGGLE SWITCH WITH THERMAL OVERLOADS, 1 HP, 120V, UON
		LOW-VOLTAGE SWITCH, SEE PLANS FOR SPEC.
		DIMMER SWITCH, SEE PLANS FOR SPEC.
		CEILING-MOUNTED OCCUPANCY SENSOR, SEE PLANS FOR SPEC.
		WALL-MOUNTED OCCUPANCY SENSOR, SEE PLANS FOR SPEC.
		AUTOMATIC DAYLIGHT SENSOR, SEE PLANS FOR SPEC.
		POWER PACK, SEE PLANS FOR SPEC.
		DUPLEX RECEPTACLE TAMPER-RESISTANT DUPLEX RECEPTACLE 120V, 20A, (WP= WEATHERPROOF, D=DEDICATED)
		DUPLEX RECEPTACLE TAMPER-RESISTANT DUPLEX RECEPTACLE, 120V, 20A, GFCI.
		QUADPLEX RECEPTACLE TAMPER-RESISTANT QUADPLEX RECEPTACLE, 120V, 20A, (WP= WEATHERPROOF, D=DEDICATED)
		QUADPLEX RECEPTACLE TAMPER-RESISTANT QUADPLEX RECEPTACLE, 120V, 20A, GFCI.
		DUPLEX RECEPTACLE TAMPER-RESISTANT DUPLEX RECEPTACLE, 120V, 20A, ABOVE COUNTER, GFCI.
		FLOOR BOX WITH DUPLEX RECEPTACLE TAMPER-RESISTANT DUPLEX RECEPTACLE, 120V, 20A - SEE PLANS FOR SPEC.
		FLOOR BOX WITH QUADPLEX RECEPTACLE TAMPER-RESISTANT QUADPLEX RECEPTACLE, 120V, 20A - SEE PLANS FOR SPEC.
		SINGLE RECEPTACLE - SEE EQUIPMENT SCHEDULE AND NOTES FOR NEMA CONFIG.
		CEILING MOUNTED, POWER CORD DROP RECEPTACLE, 20A, 120V
		SPLIT-WIRED DUPLEX RECEPTACLE OUTLET, 20A, 120V.
		FUSED DISCONNECT SWITCH WITH DUAL ELEMENT FUSES PER EQUIPMENT NAME PLATE RATING.
		NON-FUSIBLE DISCONNECT SWITCH.
		MOTOR OUTLET AND FLEX CONNECTION TO MOTOR.
		METER, METER SOCKET.
		CIRCUIT BREAKER.
		GROUNDING ELECTRODE SYSTEM: UFER, GROUND ROD, U.G. WATER PIPE, STRUCTURAL STEEL.
		PANEL BOARD.
		JUNCTION BOX, WALL MOUNTED, SIZE TO CODE, TAPE AND TAG WIRES.
		JUNCTION BOX, CEILING MOUNTED, SIZE TO CODE, TAPE AND TAG WIRES.
		LINE VOLTAGE THERMOSTAT, S.M.D.
		TELEPHONE / DATA / COMBINATION DATA AND TELEPHONE OUTLET.
		WIRELESS ACCESS POINT.
		SECURITY CAMERA.
		CARD READER.
		HVAC SMOKE DUCT DETECTOR, S.M.D.
		FIRE SMOKE DAMPER, SMD.
		SPEAKER.
	A	AMPERE
	AIC	AMPERE INTERRUPTING CAPACITY
	AFF	ABOVE FINISHED FLOOR
	AHJ	AUTHORITY HAVING JURISDICTION
	AWG	AMERICAN WIRE GAUGE
	C	CONDUIT
	CU	COPPER
	D	ONE WAY DISTANCE OF FEEDER OR BRANCH CIRCUIT
	(E) / (N) / (RL)	EXISTING / NEW / RELOCATED
	EF	EXHAUST FAN
	EM	EMERGENCY
	GC	GENERAL CONTRACTOR
	GFI	GROUND FAULT INTERRUPTER
	G, GND	GROUND
	HP	HORSEPOWER
	ISC	SHORT CIRCUIT CURRENT
	MCB	MAIN CIRCUIT BREAKER
	MLO	MAIN LUG ONLY
	NEC	NATIONAL ELECTRICAL CODE
	NL	NIGHT LIGHT
	P	POLE
	PH	PHASE
	PROVIDE	FURNISH, INSTALL, CONNECT
	(R) / (RR)	REMOVE / REMOVE AND RELOCATE
	RMG	RIGID METAL CONDUIT
	SAD	SEE ARCHITECTURAL DRAWING
	SMD	SEE MECHANICAL DRAWING
	SPD	SEE PLUMBING DRAWING
	UON	UNLESS OTHERWISE NOTED
	V	VOLT
	VA	VOLT AMPERE
	VD	VOLTAGE DROP
	VFD	VARIABLE FREQUENCY DRIVE
	WP	WEATHERPROOF
	-42	SUBSCRIPT LOCATED NEXT TO THE DEVICE MEANS 42"OFF TO CENTER OF DEVICE



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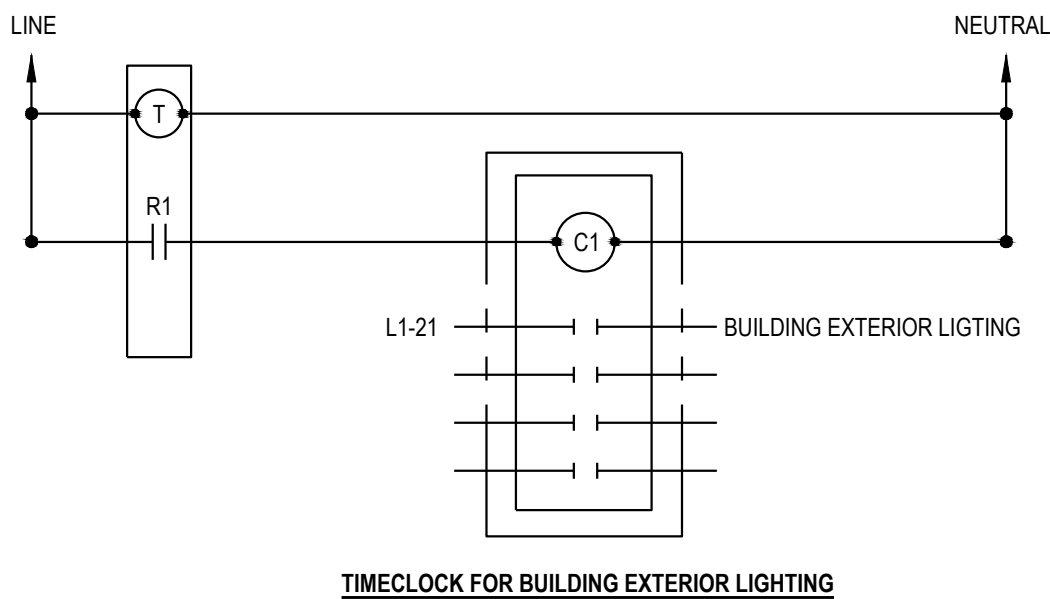
13223 Great Mall Drive, Milpitas, CA 95035



SCALE
1/16" = 1'-0"

CODED NOTES:

1. EXISTING POLE MOUNTED LIGHT FIXTURE TO REMAIN AND RE-USE. ELECTRICAL CONTRACTOR TO FIELD VERIFY AND KEEP THE EXISTING LIGHTING CONTROL SYSTEM AND ALL ASSOCIATED POWER CONNECTION OF EXISTING POLE MOUNTED LIGHT FIXTURE.
2. INSTALL LIGHTING FIXTURES AT HEIGHT INDICATED BELOW. HEIGHT IS FOR REFERENCE ONLY. COORDINATE FINAL LOCATION AND MOUNTING WITH ARCHITECT PRIOR TO ROUGH-IN.
LIGHT FIXTURE TYPE "N11": 2'-0" ABOVE FINISHED FLOOR
LIGHT FIXTURE TYPE "N12": 2'-5 1/2" ABOVE FINISHED FLOOR
3. PROVIDE 1" RACEWAY CONNECTION FROM EV SPACE TO DEDICATED PANEL "EV" LOCATED AT GYM. ELECTRICAL CONTRACTOR TO FIELD VERIFY UNDERGROUND ROUTING OF RACEWAY WITH ARCHITECT/CIVIL CONSULTANT PRIOR TO START OF WORK.



1. E.C. TO PROVIDE LIGHTING CONTACTORS IN N-1 ENCLOSURE.
2. E.C. TO PROVIDE SEPARATE 2-CHANNEL, ASTRONOMICAL 7-DAY, 24-HOUR TIMECLOCK, TORQ #DGLC200A-NC OR EQUAL FOR CONTROL OF LIGHTING CONTACTORS.
3. RELAY SHALL CONTROL ALL WALL MOUNTED EXTERIOR LIGHTS - DUSK TO DAWN OPERATION.
4. CONFIRM WITH CLIENT ON-SITE PM PRIOR TO PROGRAMMING.

UP SET
11/11/2023

[illegible]

DB NUMBER: 230779

ELECTRICAL SITE PLAN

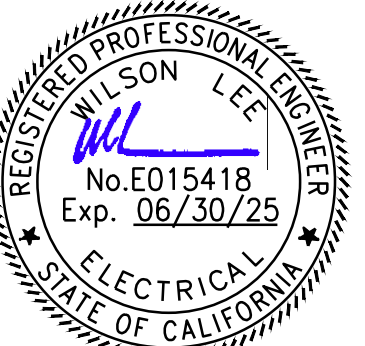
ES1.0



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Stratford Schools

1323 Great Mall Drive, Milpitas, CA 95035

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
SITE PARKING	+	1.0 fc	9.4 fc	0.2fc	47.0:1	5.0:1
WALKWAY	+	2.5 fc	9.4 fc	0.2fc	47.0:1	13.0:1

UP SET
7/11/2023

DATE	DESCRIPTION
12/05/2023	CUP REVISION 1
03/04/2024	CUP REVISION 2
04/22/2024	CUP REVISION 3
05/17/2024	CUP REVISION 4

DB NUMBER: 230779

**ELECTRICAL SITE
PHOTOMETRIC
PLAN**

ELECTRICAL SITE PHOTOMETRIC PLAN

SCALE
1" = 1'-0"

EP1.0

Applicable Codes

Municipal Administrative Building	2023 Milpitas Municipal Code 2022 California Administrative Code - Title 24 - Part 1
Electrical	2022 California Building Code - Title 24 - Part 2 2022 California Electrical Code - Title 24 - Part 3
Mechanical	2022 California Mechanical Codes - Title 24 - Part 4
Plumbing	2022 California Plumbing Code - Title 24 - Part 5
Energy	2022 California Energy Code - Title 24 - Part 6 2022 California Building Energy Efficiency Standards - Title 24
Fire	2022 California Fire Code - Title 24 - Part 5
Existing Building	2022 California Existing Building Code - Title 24 - Part 10
Green Building	2022 California Green Building Standards Code - Title 24 - Part 11
Reference Standards	2022 California Referenced Standards Code
Accessibility	2009 ICC/ANSI A117.1
Fire Alarm	National Fire Alarm Code (NFPA 72)
Fire Sprinklers	Standard for the Installation of Sprinkler Systems (NFPA 13)
Health	California Health and Safety Code
Structural	Building Code Requirements for Structural Concrete of California
Local	Milpitas Amendments to All Codes Listed Above

Deferred Submittals

- Prefabricated Roof Trusses
Gym Equipment Hanging from Roof Trusses

Project Description

The project scope includes the alteration of an existing 51740 sq Group B office building for use as a Group E middle school / high school for 500 students with mixed occupancy group B administrative spaces, the construction of a new 7,883 sq Group E gym, a 600 sf canopy, and a 291 sf trash enclosure on the site, as well as associated site work to support the school including an artificial turf play area and minor parking, drop-off / pick-up, and site circulation modifications.

The existing building will require a seismic upgrade due to the change in primary occupancy from B to E with an occupant load greater than 250, and the corresponding change in the Risk Category from I to III.

Land Use Data

BASIC INFO	
Project Address	1323 Great Mall Drive, Milpitas, CA 95035
Parcel Number (APN)	8624046
Parcel Type	Commercial
Lot Size	3.00 acres / 130,680 sf
Easements	None
Zoning District	C2 - General Commercial
Overlay District (CR)	TOD - Transit Oriented District
General Plan	MMSP - Milpitas Metro Specific Plan
<i>Note: The MMSP is an update to and renaming of the previously adopted Transit Area Specific Plan (TASP). It is not reflected in the MMC language yet but its informal form is available online, which this analysis has used for compliance verification.</i>	

The project is applying for a Development Agreement

Milpitas Municipal Code

XI-1 STREETS & SIDEWALKS

Frontage & ROW Upgrade Requirements	Milpitas building permits, use permits and SDR and CUP permits subject to the planning commission may require projects to upgrade street frontages to current code requirements. - Existing street frontages are compliant. (ok)
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XI-2 TREE MAINTENANCE & PRESERVATION

Tree Preservation & Replacement Requirements	The removal of any tree must be done under a specific tree removal permit, and trees must be replaced at a rate of 2 new trees per 1 removed tree, at commensurate size. Street trees are also protected and their removal must be approved by the Public Works Director, and the city will be compensated to replace them. Trees of 3" diameter at 4'-12" above grade and specific heritage trees are further protected and their removal would only be by permit and approval of the Public Works Director and Planning Director - We do not anticipate the project removing any trees of 3" diameter, heritage trees, or street trees. All tree removals will be permitted and replacement trees will be provided. (ok)
--	---

XI-10 ZONING

XI-10-3.03 Zoning Map	The site is zoned C2-General Commercial with a TOD-Transit Oriented District zoning overlay or 'Combining Regulation' per the zoning map. It also falls within the MMSP-Milpitas Metro Specific Plan area. - The project will meet the requirements for the C2 zone, the TOD combining regulation, and the Milpitas Metro Specific Plan, except where modified by the Proposed Development Agreement. (ok)
-----------------------	---

XI-10-5.02 Permitted Uses	High school uses and all K-12 education uses are a Conditional Use in a C2 zone, and require a Conditional Use Permit process for approval - The project is applying for a Conditional Use Permit. (ok)
---------------------------	--

XI-10-5.03 Development Standards (C2)	Minimum Lot Area: Required: 10,000 sf Provided: 130,680 sf (existing) (ok) Minimum Lot Width: Required: 100' Provided: 615'(E-W), 238'(N-S)(ok)
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Minimum Setback	
-Front	Required: 0' Provided: 96' (N) existing (ok)
-Side, Interior	Required: 0' Provided: 72' (W) provided (ok)
-Side, Street	Required: 0' Provided: 96' (E) existing (ok) 120' (SW) provided (ok)
-Rear	Required: 0' Provided: 16' (S) existing (ok)

Note: There are existing setbacks (S) located on the previous site plan - a 50' building setback parallel the 2 diagonal SW property lines and the E and N property lines, and a 10' building setback parallel the two diagonal NW property lines and the S property line. These are presumed to have been required by the previous use permit process. The existing and proposed construction are compliant with these setbacks.

Max Building Height:	
-Primary Building	Required: 35' and 3 stories max (stairwell parapets, and mechanical screens may extend higher per XI-55.02.1) 112' Provided @ Structure 1: 35' & 2 stories existing (39' stairwell parapet & 42' mechanical screen existing as well) (ok) Provided @ Structure 2: 35' & 1 story proposed (42' mechanical screen proposed as well). (ok)
-Accessory Building	Required: There are no published height requirements for accessory buildings in C2 zones Provided @ Structure 2: 35' & 1 story proposed (42' mechanical screen proposed as well). (ok)

[1] Also refer to XI-10.5.04(D) and XI-57.04(C)(1) - these allow CUP process decision makers to allow additional height according to certain criteria that is not necessary for this project's existing and proposed setbacks.
[2] A 25' and 2.5 story maximum height is required at properties that are within 500' of an R1 or R2 zone, which is not applicable to this site.

Parking	See Section 53 - The proposed design is compliant with parking requirements, see the Section 53 analysis below for details. (ok)
Max Lot Coverage:	None - The proposal meets the lot coverage requirement as there is none (ok)

Max FAR:	Required: 0.50 Provided: (51,740 sf + 7,883 sf + 600 sf + 291 sf) / 130,680 sf = 0.46 < 0.50 (ok) The proposed FAR is compliant with this section, but note the TOD overlay increases the allowable FAR to 1.00 and takes precedence.
Landscape:	None - The proposed project obviously complies with this section's landscape requirements as there are none. (ok)

XI-10-5.04 Commercial Zone Specific Development Standards	Recyclables: Areas for collecting recyclables must be provided, fully enclosed or screened, and outside building front and side yard setbacks - The relocated trash enclosure location is fully enclosed, outside all setbacks, and meets all criteria (ok)
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XI-10-5.05 Conformance with Specific Plans	Properties located within Specific Plans shall meet their criteria according to XI-10-11.06 - See discussion of the site's Milpitas Metro Specific Plan (MMSP) and Development Agreement requirements in the XI-10-11.06 section below (ok)
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XI-10-11.05 Adopted Specific Plans	As of this narrative date, the MMC lists a Midtown Specific Plan (MTSP), a Transit Area Specific Plan (TASP), and a Milpitas Commercial Specific Plan (MCSF). The site is designated in the Milpitas Metro Specific Plan (MMSP) which will replace the Transit Area Specific Plan (TASP) when it is fully defined and adopted. - The analysis below deals with information publicly available for the MMSP for compliance verification. (ok)
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This section also clarifies that Specific Plans take precedence over other Zoning Ordinance Requirements, but Zoning Ordinance requirement categories not found in the Specific Plan are supplied and shall apply - All zoning ordinance criteria and known MMSP criteria are met except where modified by the proposed Development Agreement as described in this overall code analysis. (ok)

XI-10-11.06 Conformance With Specific Plans	See all analysis sections on this drawing A-002 for information about compliance with the MMSP and the proposed Development Agreement.
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XI-10-12.06 Transit Oriented Development Overlay District	
Precedence	When there is a conflict between any TOD and other Zoning Ordinance requirements, TOD requirements take precedence. - The proposed project meets all TOD requirements. (ok)

Permitted Uses	Uses permitted, conditional uses permitted, and accessory uses permitted in the TOD Overlay District are the same as those of the underlying district (C2), with a few exceptions that do not modify the proposed school and gym's conditional use compliance. - The proposed project is allowed as a conditional use. (ok)
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Development Standards	TOD development standards are the same as those of the underlying district (C2), except the maximum FAR in a C2-TOD is 1.00, and is not limited to. - Proposed FAR = (51,740 sf + 7,883 sf + 600 sf + 291 sf) / 130,680 sf = 0.46 < 1.00 (ok)
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Car Parking - 20% TOD Reduction	The parking requirements of XI-10-53.23 for the underlying district (C2) may be reduced by 20% in the TOD - This reduction is applied and parking provided is compliant with the total requirements of XI-10-53.23, see calculations in that section below for details. (ok)
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Carpool Parking - 1% of Parking Provided for MMSP Sites:	For sites that are both in the MMSP and the TOD, 1% of the required parking must be designated as carpool parking with signage. - The proposed project will provide 1% of the required parking as designated and signed carpool parking, see the calculations in section XI-10-53.23 for details. (ok)
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Additional Requirements (Alternative Transportation)	TOD sites are required to incorporate measures to encourage transit, biking, and foot traffic, including but not limited to on site retail/cafe/ice services, transit pass programs, and bike and shower facilities for 'new' projects over 50,000 sf. - The new square footage proposed is significantly less than 50,000 sf and this section does not apply. However the school will provide dining space, exercise space, significant bike parking, and showers. The school will also be a transit pass program for staff and families. (ok)
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Conformance with Specific Plans (MMSP)	This section reiterates verbatim the criteria in section XI-10-11.06, projects in both TOD and MMSP districts shall comply with MMSP requirements when they meet the same threshold criteria, and MMSP requirements take precedence over the requirements of other Specific Plans when there is a conflict. - The project does trigger the threshold criteria and is consistent with MMSP and proposed Development Agreement criteria. (ok)
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XI-10-14.03 Public Art Requirements for Private Development	All private nonresidential development of more than 2,000sf of new building square footage is required to devote 0.5% of the Building Development Cost to develop and install Publicly Accessible Art on the site. The owner may also provide a Public Art Program fee-in-lieu of an actual art installation. -Nonresidential Building Development Requirements The city may grant exemptions when an owner can demonstrate this cost will make the project infeasible. - The project is providing Publicly Accessible Art per on the west face of the new gym at a cost of 0.5% of the Building Development Cost. If the City deems the location of these panels insufficient for the public art requirement, the client will pay the fee to meet the requirement. (ok)
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XI-10-15 Special Events	Temporary organized special events of certain sizes and types require a permit and certain other requirements. - The school (or any site owner) can apply for temporary permits for any of code restricted special events if and when they are necessary, but this section does not apply to this general Conditional Use Permit proposal for a Grade 6-12 school. (ok)
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XI-10-24 Signs	
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Administration	This section takes precedence over Specific Plan requirements when there is conflict. - All signs will comply with requirements. (ok)
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Maximum Sign Area in Nonresidential Signs	The total area of all site signs is 2 square feet per each 1 linear foot of building perimeter or 1 linear foot of site frontage, at the applicant's discretion. - There are 1,063 lineal feet of existing site frontage and 1,092 lineal feet of existing and proposed building perimeter, and this a maximum of 2,154 sf of signage is allowed by the code. As shown on the project exterior elevations, 1,250 sf of signage is proposed and this is compliant. (ok)
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Appearance	All signs must be architecturally compatible with the buildings on site, use reasonable lighting, and generally attractive according to criteria in this section. - All proposed signs are architecturally compatible with the buildings on site, use reasonable or no lighting, and are attractive per code criteria and compliant. (ok)
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SDR Permits	Some signs are subject to their own SDR review, including all freestanding signs more than 6' tall. - No freestanding signs taller than 6' are proposed, nor are signs with other criteria that require SDR review. (ok)
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XI-10-54.08 Accessory Buildings and Structures	When located in a rear yard, accessory buildings and structures are limited to 30% of the area required of the rear yard setback and must be 3' or more from the rear property line. When 'attached' the code suggests an accessory structure needs to meet the requirements for the main building. Any 'detached' accessory building shall not be located within three (3) feet of any rear lot line or side line of the rear half of an adjacent lot or within seven (7) feet of the side line of the front half (1/2) of an adjacent lot, and, in the case of a corner lot, shall not project beyond the front line required or existing on the adjacent lot. There are other exceptions and requirements for other specific accessory structure types and arrangements that do not appear applicable. - The city is considering the gym as an accessory building, but it is not located in a rear yard or any setback area and meets all requirements of this code section. (ok)
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XI-10-54.10 Fences & Walls - Height	Fences are limited to 6' in height at rear & side yards and 4' at front yards. -Fences at athletic fields may be 12' high if the top 6' is openwork. -Fences in the front yard and within 25' of a street corner must be open work. -Fences for trash enclosures and mechanical equipment must meet XI-10-54.16 in lieu of this section. - All proposed elements comply with these requirements. (ok)
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XI-10-54.12 Areas for Collecting and Loading Recyclable Materials	New commercial, institutional, industrial, and residential developments that require a building permit, existing alterations that modify an existing recycling area or add 30% or more to the building square footage (cumulatively over 12 months) are required to build a compliant recycling and loading area. - The project is building new commercial / institutional square footage and is moving the trash and recycling enclosure, and the new enclosure will comply with this requirement. (ok)
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XI-10-54.16 Trash Enclosures, Equipment, and their Screening	
Trash Enclosures	Trash enclosures (including recycling areas) must be sufficiently sized. When located on the street side of corner lots they should be set back at least as much as the main building. They should be built to city standards and finished attractively, and landscape buffered on the rear and sides. - The proposed trash enclosure meets all requirements, except its setback less than the main building will be approved by CUP exception per XI-10-57.04. (ok)

Ground Mounted Equipment	Ground mounted equipment must be located out of the front setback and fully screened with landscaping and/or walls and less than the height of the building in commercial districts. - No new ground mounted equipment is proposed and all existing equipment complies. (ok)
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Roof Mounted Equipment	Rooftop equipment should be screened by attractive materials of building complementary colors, at a height that screens the equipment from view from on site parking, adjacent streets, and adjacent residentially zoned properties. Exceptions to the zoning limits for mechanical screens can be made by the code officials with sight line studies. - All rooftop equipment are screened to meet height and appearance requirements. (ok)
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XI-10-54.17 Lighting	Fixtures shall prevent light spill to adjacent properties and the public way and should be of a height, style, color, and light level appropriate to the site and use. - Existing and proposed site lighting will meet appearance, intensity, and containment requirements.(ok)
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XI-10-55 Exceptions - Height, Setbacks, Lot Area & Projections	There are some exceptions allowed in certain instances for building height, site setbacks, lot area, and building projections in this section including allowances for higher stairwell parapets and mechanics screens. - The site lot area and existing and proposed building setbacks and heights meet baseline code requirements, while the existing stairwell parapet and existing and proposed mechanical screen heights are allowed by this section. (ok)
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XI-10-56 Nonconforming Buildings & Uses	
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This section states that nonconforming buildings and structures may remain and be repaired or altered as long as no structural modifications are made except where required by law or ordinance. - This section is not applicable as the existing structure is not nonconforming, and all proposed modifications are compliant. (ok)

Restoration of Damaged Buildings	Nonconforming structures damaged up to 75% of their value may be restored and remain in their nonconforming state. - This section is not applicable as the existing structure is not nonconforming nor damaged. (ok)
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Additions, Enlargements, & Moving of Nonconforming Structures	This section would allow nonconforming buildings and structures to remain and receive additions and enlargements or be moved in certain instances. - This section is not applicable as the existing structure is not nonconforming and not being enlarged or moved. The new gym is a separate structure by the municipal code definition of separate structures. (ok)
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XI-10-57 Applications	
Site Development Permits	The Site Development Permit process is required in S Overlay districts and for a number of project types including all new main building. - It appears the project will be subject to the SDR process including a Public Meeting, review by the Zoning Administrator, and approval by the Planning Commission. Any appeals would be decided by the City Council (XI-64). (ok)

Conditional Use Permits	A Conditional Use Permit is required for a school in a C2 district. - This project will be subject to the CUP process including a Public Meeting, review by the Zoning Administrator, and approval by the Planning Commission. Any appeals would be decided by the City Council (XI-64). (ok)
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XI-10-53 Off-Street Parking Regulations	
Compact Spaces	In C2 zones, up to 40% of the parking may be compact parking, interspersed in the lot. - Per the calculations below compact spaces currently account for 26.4%. (ok)

Bicycle & Motorcycle Parking	Bicycle and motorcycle parking are not required but can replace up to 5% of the car parking spaces required. -- Bicycle spaces must be 2'x7' and replace car spaces at an 8:1 ratio. -- Motorcycle spaces must be 4'x8' and replace car spaces at a 2:1 ratio. - Per the calculations below, the design replaces 5% of the car parking spaces with bicycle parking spaces. (ok)
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Rounding	Required parking calculations should be rounded up or down as mathematically applicable, not rounded up by rule. - The calculations below assume rounding up and down as applicable. (ok)
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Required Number of Spaces	Secondary Schools (Gr-12): 1 / class room, plus 1 / 5 students, plus 1 / 240 sf of office space. - The calculations below use these factors. (ok)
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Shared Parking	Shared parking for certain land uses would allow reductions, but this is not traditionally applicable to the school use. - Shared parking is not assumed in the calculations below. (ok)
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Screening & Landscaping	Screening and landscaping 10' wide is required for parking lots on public streets. - The existing site design at streets is not being altered except where it is reduced slightly at the field, and it meets or exceeds the 10' landscape buffer requirement in all cases. (ok)
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PARKING SUMMARY

UPPER SCHOOL SITE (PROJECT SITE)	
CAR PARKING (XI-10-53.10-53.12)	
REQUIRED @ OFFICE AREAS:	3,207 / 240 = 14
REQUIRED @ CLASSROOMS:	27 / 1 = 27
REQUIRED @ HIGH SCHOOL STUDENTS:	500 / 5 = 100
GROSS TOTAL REQUIRED:	14 + 27 + 100 = 141
20% TOD REDUCTION (XI-10-12.06.F):	-20% X 141 = -28
5% BICYCLE REDUCTION (XI-10-53.13.B.4):	-5% X 141 = -7
SHARED PARKING SURPLUS @ LOWER SCHOOL SITE USED BY UPPER SCHOOL:	-32
NET TOTAL REQUIRED @ UPPER SCHOOL SITE:	141 - 28 - 7 - 32 = 74
PROVIDED @ UPPER SCHOOL SITE:	74 CAR SPACES (OK)
-- COMPACT SPACES (C) - 40% MAX:	40% X 74 = 30 MAX. 13 PROVIDED (OK)
-- CARPOOL SPACES (CP) - 1% MIN:	1% X 74 = 1 MIN. 1 PROVIDED (OK)
-- ADA SPACES - 3 MIN FOR 51-75 SPACES:	3 MIN. 3 PROVIDED (OK)
-- ADA VAN SPACES - 1 MIN PER 6 ADA SPACES:	1 MIN. 1 PROVIDED (OK)

BIKE PARKING (XI-10-53.13.B.4)	
8 BIKE SPACES (2'X7') REQ'D PER REPLACED CAR SPACE: 7 X 8 = 56	
BIKE SPACE SURPLUS @ UPPER SCHOOL SITE USED BY LOWER SCHOOL:	40
NET TOTAL REQUIRED @ UPPER SCHOOL SITE:	56 + 40 = 96
PROVIDED @ UPPER SCHOOL SITE:	96 BIKE SPACES (OK)

CAR LOADING	
CAR LOADING SPACES PROVIDED (9'x18'):	192'-6", 8 SPACES
CAR QUEUEING LENGTH ON SITE (SINGLE STACKED):	521'-8"

LOWER SCHOOL SITE (ADJACENT SITE TO SOUTH)	
CAR PARKING	
GROSS TOTAL REQUIRED (SEE CUP RES. #16-002)	103
20% TOD REDUCTION (XI-10-53.13.B.4):	-20% X 103 = -20
5% BIKE REDUCTION (XI-10-53.13.B.4):	-5% X 103 = -5
SHARED PARKING SURPLUS @ LOWER SCHOOL SITE USED BY UPPER SCHOOL:	32
NET TOTAL REQUIRED @ LOWER SCHOOL SITE	103 - 20 - 5 + 32 = 110
TOTAL PROVIDED @ LOWER SCHOOL SITE:	110 CAR SPACES (EXISTING) (OK)
-- COMPACT SPACES (C) - 40% MAX:	40% X 110 = 44 MAX. 20 PROVIDED (OK)
-- CARPOOL SPACES (CP) - 1% MIN:	1% X 110 = 2 MIN. 2 PROVIDED (OK)
-- ADA SPACES - 5 MIN FOR 101-150 SPACES:	5 MIN. 5 PROVIDED (OK)
-- ADA VAN SPACES - 1 MIN PER 6 ADA SPACES:	1 MIN. 1 PROVIDED (OK)

BIKE PARKING (XI-10-53.13.B.4)	
8 BIKE SPACES (2'X7') REQ'D PER REPLACED CAR SPACE: 5 X 8 = 40	
BIKE SPACE SURPLUS @ UPPER SCHOOL SITE USED BY LOWER SCHOOL:	-40
NET TOTAL REQUIRED @ LOWER SCHOOL SITE:	40 - 40 = 0
PROVIDED @ LOWER SCHOOL SITE:	0 BIKE SPACES (OK)

CAR LOADING	
CAR LOADING SPACES PROVIDED (9'x18'):	170'-4", 7 SPACES
CAR QUEUEING LENGTH ON SITE (DOUBLE STACKED):	1493'-10"

ELECTRIC VEHICLES PARKING (UPPER & LOWER SCHOOL SITES COMBINED REQUIREMENTS)	
*CALCULATION OF PARKING SPACES ATTRIBUTED TO NEW GYM 7,883 sf Gym / (51,740 sf Upper School + 7,883 sf Gym + 600 sf Canopy + 291 sf Trash Enclosure + 64,980 sf Lower School Off Site) = 6.3%	
6.3% X (141+103) Combined Site Spaces = 16 NEW GYM PARKING SPACES	
EV CAPABLE, LEVEL 2 (EVC):	15% MIN X 16 GYM PARKING SPACES = 3 REQUIRED 3 PROVIDED (OK)
EVCS, LEVEL 2:	5% MIN X 16 GYM PARKING SPACES = 1 REQUIRED 1 PROVIDED (OK)
ACCESSIBLE EVCS (AEVCS):	1 EVCS = 1 VAN ACCESSIBLE EVCS REQUIRED, 1 PROV'D (OK)

ELECTRIC VEHICLES PARKING (PROJECT SITE REQUIREMENTS)	
*CALCULATION OF PARKING SPACES ATTRIBUTED TO NEW GYM 7,883 sf Gym / (51,740 sf Upper School + 7,883 sf Gym + 600 sf Canopy + 291 sf Trash Enclosure) = 13.0%	
13.0% X 141 Site Spaces = 19 NEW GYM PARKING SPACES	
EV CAPABLE (EVC):	15% MIN X 19 GYM PARKING SPACES = 3 REQUIRED 3 PROVIDED (OK)
EVCS:	5% MIN X 19 GYM PARKING SPACES = 1 REQUIRED 1 PROVIDED (OK)
ACCESSIBLE EVCS (AEVCS):	1 EVCS = 1 VAN ACCESSIBLE EVCS REQUIRED, 1 PROV'D (OK)

CEBC Analysis

CHAPTER 1 - SCOPE & ADMINISTRATION

Scope (1.1.3)	The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, that contain a primary function include, but are not limited to, the customer services lobby of a bank, the dining area of a cafeteria, the meeting rooms in a conference center as, well as offices and other work areas in which the activities of the public accommodation or other private entity using the facility area carried out. Mechanical rooms, boiler rooms, supply storage rooms, employee lounges or locker rooms, janitorial closets, entrances, corridors, and restrooms are not areas containing a primary function.
Order of Precedence and Use (1.1.7)	When the requirements of this code conflict with the requirements of any other part of the California Building Standards Code, Title 24 the most restrictive requirements shall prevail. (ok)
Office of the State Fire Marshal (1.11)	Applies to institutional, educational or any similar occupancy.
Structure 1 of this project will be primarily governed by the scope of CEBC adopted by the Office of the State Fire Marshal (SFM). Additional code references are provided for reference and convenience in determining compliance. Structure 2 is a new structure and is not governed by the CEBC.	

CHAPTER 2 - DEFINITIONS

"Change of Occupancy" <i>changes in the use of a building or portion of a building that results in any of the following:</i> 1. A change of occupancy classification 2. A change from one group to another group within an occupancy classification. 3. A change in use within a group for which there is a change in application of the requirements of this code.	
The work will involve a Change of Occupancy from a B occupancy to a primary E occupancy with separated B occupancy areas.	
"Primary Function"	<i>A primary function is the major activity for which the facility is intended. Areas that contain a primary function include, but are not limited to, the customer services lobby of a bank, the dining area of a cafeteria, the meeting rooms in a conference center as, well as offices and other work areas in which the activities of the public accommodation or other private entity using the facility area carried out. Mechanical rooms, boiler rooms, supply storage rooms, employee lounges or locker rooms, janitorial closets, entrances, corridors, and restrooms are not areas containing a primary function.</i>
All primary function areas are served or will be served by an accessible route and any upgrade provisions where required as discussed further below.	<i>The reconstruction or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.</i>
"Repair"	Minor repair work may occur as a part of the project and will meet code provisions for repairs.
"Risk Category"	<i>A categorization of buildings and other structures for determination of flood, wind, snow, ice and earthquake loads based on the risk associated with unacceptable performance, as provided in Section 1604.5 of the CBC.</i>
The existing building has a Risk Category of II, based on a primary occupancy of Group B with an occupant load smaller than 5,000. The proposed building will have a Risk Category of III, based on a primary occupancy of Group E with an occupant load greater than 250.	
"Seismic Forces"	<i>The loads, forces and requirements prescribed herein, related to the response of the building to earthquake motions, to be used in the analysis and design of the structure and its components. Seismic forces are considered either full or reduced, as provided in Chapter 3.</i>

Where a change of occupancy results in a building being assigned to a higher risk category, the building shall satisfy the requirements of Section 1613 of the CBC for the new risk category using full seismic forces. (2022 CEBC 506.5.3) With a new Risk Category of III, the proposed building will meet all requirements for CBC Chapter 16 and Section 1613 requirements for a new building of Risk Category III, using full loads per 2022 CEBC 304.3. (ok)

"Substantial Improvement"	<i>For the purpose of determining compliance with the flood provisions of this code, any repair, alteration, addition, or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the structure, before the improvement or repair is started, if the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either of the following: 1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the code official and that is the minimum necessary to bring the building up to current minimum health, sanitary, or safety code requirements. 2. Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.</i>
The work is assumed to be a substantial improvement. There is no substantial structural damage to repair, but the alteration cost is assumed to be more than 50% of the market value of the structure.	
"Substantial Structural Alteration"	<i>An alteration in which the gravity load-carrying structural elements altered within a 5-year period support more than 30 percent of the total floor and roof area of the building or structure. The areas to be counted toward the 30 percent shall include mezzanines, penthouses, and in-filled courts and shafts tributary to the altered structural elements.</i>

At this time no areas of technical infeasibility have been identified.	
"Work Area"	<i>That portion or portions of a building consisting of all reconfigured spaces as indicated on the construction documents. Work area excludes other portions of the building where incidental work entailed by the intended work must be performed and portions of the building where work not initially intended by the owner is specifically required by this code.</i>
The work area consists of the whole of the existing building (100%).	

"Technically Infeasible"	<i>An alteration of a facility that has little likelihood of being accomplished because the existing structural conditions require the removal or alteration of a load-bearing member that is an essential part of the structural frame, or because there existing physical or site constraints prohibit modification or addition of elements, spaces, or features which are in full and strict compliance with the minimum requirements for new construction and which are necessary to provide accessibility.</i>
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Existing Materials (302.3)	Existing materials may remain unless determined by the building official to be unsafe - all work will comply (ok)
New & Replacement Materials (302.4)	Replacement materials matching existing are permitted unless unsafe conditions are created -

CBC Analysis

CHAPTER 3 - USE AND OCCUPANCY CLASSIFICATION

Educational Group E (305.1)
- Primary Occupancy

The existing Structure 1 (E) will primarily consist of classrooms and other school spaces", as well as non-separated administrative (B) and accessory support (U) spaces. The new gym Structure 2 (E) will consist of school gym spaces" only, but will be considered part of the same building as the existing building for code purposes per 503.1.2.

* Per 303.1.3, a room / space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy.
* Per 311.1.1, a room / space used for storage purposes that is accessory to another occupancy shall be classified as part of that occupancy.

CHAPTER 5 - BUILDING HEIGHTS AND AREAS

	Structure 1	Structure 2-Gym
Occupancy Classification	Group E & Group B (non-separated)	Group E & B (non-separated)
Construction Type	IIIB (Sprinklered)	IIIB (Sprinklered)
Allowable Height & Stories	75' 3 stories (two area increase) - 35' (lower @ 39', mech screen @ 42'), 2 stories existing (ok)	1 story proposed (ok)

Per footnote n, in Group E occupancies, S increases for height and stories cannot be used together with S area increases. Noncombustible towers and mechanical screens can extend an unlimited height above the limit, combustible towers and screens are limited to 20' above the limit. Since 75' is the baseline allowable height, these exceptions are not necessary for these 2 buildings.

	Non-Separated E&B Occupancy, 2-Story Building (Combined with Structure 2)	Non-Separated E&B Occupancy, 2-Story Building (Combined with Structure 1)
Mixed-Occupancy, Multistory Buildings (506.2.2) - Each story of a mixed occupancy building with more than one story above grade plane shall individually comply with the applicable requirements of Section 508.1. Buildings with more than three stories have additional restrictions.	Since it is considered part of the same building as Structure 1 per Section 503.1.2, Structure 2 is included in the calculations for the combined building's 1st floor. If any reason to separate the building is required by the code official, the gym can be calculated individual area as a Single Occupancy, One-Story Building (506.2.1). The allowable area of a single-occupancy building with more than one story above grade plane shall be determined in accordance with Equation 5-1 (where If is determined by Table 506.3): A _{se} = A _t + (N _S x If) A _{se} = 43,500 sf + 7,883 sf + 600 sf + 291 sf = 54,844 sf = 50,750 sf (ok)	Since it is considered part of the same building as Structure 1 per Section 503.1.2, Structure 2 is included in the calculations for the combined building's 1st floor. If any reason to separate the building is required by the code official, the gym can be calculated individual area as a Single Occupancy, One-Story Building (506.2.1). The allowable area of a single-occupancy building with more than one story above grade plane shall be determined in accordance with Equation 5-1 (where If is determined by Table 506.3): A _{se} = A _t + (N _S x If) A _{se} = 43,500 sf + 7,883 sf + 600 sf + 291 sf = 54,844 sf = 50,750 sf (ok)

W = 30' F/P = 2 sides/4 sides = 50% If = 50% (T506.3)	W=30' F/P = 2 sides/4 sides = 50% If = 50% (T506.3)
Allowable Area (w/o height increase): A _{IEI} = 43,500 sf; A _{IEB} = 57,000 sf A _{IEI} = [A _{IEI}] + (N _S x If) = 43,500 + (14,500 x 50%) = 50,750 sf	Allowable Area (w/o height increase): A _{se} = A _t + (N _S x If) = 43,500 + (14,500 x 50%) = 50,750 sf
Proposed Area: L1: 25,870 sf + 7,883 sf + 600 sf + 291 sf = 34,644 sf < 50,750 sf (ok)	Proposed Area: L1: 25,870 sf + 7,883 sf + 600 sf + 291 sf = 34,644 sf < 50,750 sf (ok)

Areas By Occupancy & Accessory Occupancies (508.2)

	Structure 1	Structure 2-Gym
Separate Building Totals	51,740 sf School + 600 sf Canopy + 291 sf Trash Enclosure = 52,631 sf	7,883 sf
Group E	45,856 sf = 87.1% (primary)	7,883 sf = 100% (primary)
Group B	3,437 sf = 6.5% (non-separated)	0 sf = 0% (non-separated)
Group U	3,338 sf = 6.3% (accessory)	0 sf = 0% (accessory)
Single Code Building Total	60,514 sf	
Group E	53,739 sf = 88.8% (primary)	
Group B	3,437 sf = 5.7% (non-separated)	
Group U	3,338 sf = 5.5% (accessory)	
Occupancy Separation (508.3, 508.4)		

	Structure 1	Structure 2-Gym
E-B	(S) 1hr required	Not applicable @ non-separated occupancy (ok)
Incidental Uses (509)		
Furnace rooms w/ equipment over 400,000 Btu/Hr	1hr or Sprinklered	None (ok)
Boiler rooms w/ equipment over 15 psi and 10 hp	1hr or Sprinklered	None (ok)
Refrigerant machinery room	1hr or Sprinklered	None (ok)
Laboratories and vocational shops in E not classified as H	1hr or Sprinklered	Sprinklers provided (ok)
Laundry rooms over 100 sf	1hr or Sprinklered	None (ok)
Waste and linen collection rooms over 100 sf	1hr or Sprinklered	None (ok)
Electrical installations & transformers	3hr or 1hr with sprinklers (See CEC110.28-34 & 450.8-48 for additional requirements)	1hr with sprinklers provided @ applicable elec rooms (ok)
All other Incidental Uses	Varied requirements	None (ok)

CHAPTER 6 - TYPES OF CONSTRUCTION

Note: The existing structure is being reclassified from Type VB to Type IIIB. The components of the original structure's construction have been verified to meet the required Type IIIB per CBC 602.3. Type IIIB interior construction is allowed to be of any material permitted by the code, and the building's steel and concrete structure and architectural infill elements meet this requirement. Type IIIB roof construction is allowed to be of any material permitted by the code and the structure's steel and plywood structure, batt insulation, and asphalt roofing meet this requirement. Type IIIB exterior wall construction is required to be noncombustible, and the existing structure's exterior walls are 12" and 8" concrete panels with aluminum and glass storefront openings, with metal stud framing, batt insulation, and gypsum board sheathing on their interior sides. CBC 601 requires 2hr minimum fire rated exterior bearing walls and 0hr minimum fire ratings for all other building elements. The exterior 12" and 8" concrete bearing walls meet the 2hr minimum fire rating requirement for exterior walls, and all other building elements meet the 0hr minimum fire rating requirement.

	IIIB (Sprinklered)	Structure 1	Structure 2-Gym
Structural Framing	0hr	0hr existing (ok)	0hr provided (ok)
Bearing Walls, Exterior	2hr	2hr existing (ok)	2hr provided (ok)
Bearing Walls, Interior	0hr	0hr existing (ok)	0hr provided (ok)
Non-bearing Walls, Exterior	See Fire Separation Distance (705.5, 1705.5) Analysis Below		
Non-bearing Walls, Interior	0hr	0hr existing (ok)	0hr provided (ok)
Floor Construction	0hr	0hr existing (ok)	0hr provided (ok)
Roof Construction	0hr	0hr existing (ok)	0hr provided (ok)

Fire Separation Distance (705, 1705.5)

	IIIB (Sprinklered)	Group E, B	Structure 1	Structure 2-Gym
D < 10'	1hr	Not applicable - 2hr provided (ok)	Not applicable - 2hr provided (ok)	Not applicable - 2hr provided (ok)
10' ≤ D < 30'	1hr, except 0hr where unlimited unprotected openings are allowed @ D=20' (S). Section 705.8 allows that exterior nonbearing walls can be as unrated where unlimited unprotected openings are allowed.		1hr required @ any South existing nonbearing exterior walls (16' to property line) - no South nonbearing walls, not applicable (ok)	1hr required @ any South nonbearing exterior walls (16' to property line) - no North, West, or East non-bearing walls, not applicable (ok)
D ≥ 30'	0hr		0hr required @ North, West, & East existing nonbearing walls (>30') - no North, West, or East non-bearing walls, not applicable (ok)	0hr required @ North, West, & East nonbearing walls (>30') - no North, West, or East non-bearing walls, not applicable (ok)

CHAPTER 7 - FIRE AND SMOKE PROTECTION

	Structure 1 Type IIIB, Group E, B, Sprinklered	Structure 2-Gym Type IIIB, Group E, Sprinklered
Exterior Walls (705, 716)	2hr @ Bearing Walls By Fire Separation Distance @ Nonbearing Walls	
Where Required	2hr @ Bearing Walls; 1hr Nonbearing Walls 0' < D ≤ 20' (S), 0hr @ Nonbearing Walls D ≥ 20' (S)	
Opening Protection	2hr provided @ bearing exterior bearing walls No nonbearing exterior walls 0'<D<20' 0'<D<20' @ Struc 1 (ok)	2hr provided @ bearing exterior bearing walls No nonbearing exterior walls 0'<D<20' 0'<D<20' @ Struc 2 (ok)
Exit Enclosures (1023.1)	No Limit (UP/S) & No Limit (P) @ Fire Separation Distance ≥ 20' - see below @ E/W/N faces @ Struc 1&2 75% (UP/S) & 75% (P) @ Fire Separation Distance 15' ≤ D < 20' - see below @ S faces @ Struc 1&2 45% (UP, S) & 45% (P) @ Fire Separation Distance 10' ≤ D < 15' - not applicable 25% (UP, S) & 25% (P) @ Fire Separation Distance 5' ≤ D < 10' - not applicable	No Limit (UP/S) & No Limit (P) @ Fire Separation Distance ≥ 20' - see below @ E/W/N faces @ Struc 1&2 75% (UP/S) & 75% (P) @ Fire Separation Distance 15' ≤ D < 20' - see below @ S faces @ Struc 1&2 45% (UP, S) & 45% (P) @ Fire Separation Distance 10' ≤ D < 15' - not applicable 25% (UP, S) & 25% (P) @ Fire Separation Distance 5' ≤ D < 10' - not applicable

Note: For the requirements of 602, 705.3, and 705.8, since Structure 1 and Structure 2 are considered one building per Section 503.1.2, there is no separation distance between them, and therefore no limit to the unprotected opening percentage on the Structure 1 east face and Structure 2 west face.

N = 37.9% UPS (ok) S = 34.8% UPS (ok) E = 36.7% UPS (ok) W = 31.6% UPS (ok)		N = 0.0% UPS (ok) S = 0.0% UPS (ok) E = 37.4% UPS (ok) W = 18.1% UPS (ok)	
Fire Walls (706, T706.4, 716)	3hr		
Where Required	Building Area Separation Walls		
Opening Protection	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)	
Fire Barriers (707, 707.3.10, 716)	See fire-resistance requirement per category		
Where Required	Shafts, Exit Stairs & Passageways, Horizontal Exits, Atriums, Control Area Separations, Occupancy Separations, Fire Area Separations		
Opening Protection	Provided at shafts, all others not applicable @ Struc 1 (ok)	None applicable @ Struc 2 (ok)	
Occupancy Separations (508.4, 707, 716)	(S) 1hr @ E to B		
Where Required	Separated occupancies per 508.4 (not applicable at non-separated occupancies per 508.3)		
Opening Protection	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)	
Fire Areas (707.3.10, 716)	45min @ 1hr		
Where Required	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)	
Opening Protection	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)	
Fire Partitions (708, 716)	2hr @ E, B		
Where Required	As needed for allowable fire areas		
Opening Protection	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)	
Fire Partitions (709, 716)	1-1/2hr doors, windows NP @ 2hr barrier		
Where Required	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)	
Fire Partitions (710, 716)	1hr		
Where Required	Enclosed elevator lobby; egress balconies; and corridors when required by 1020.1 - 0hr @ Group E (S) per 1020.1		
Opening Protection	0hr corridors provided, all others not applicable @ Struc 1 (ok)	None applicable @ Struc 2 (ok)	
Smoke Barriers (711, 716)	1hr, resist the passage of smoke		
Where Required	Some incidental use barriers, elevator lobbies, smoke compartments		
Opening Protection	Provided @ applicable incidental use electrical rooms @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)	
Smoke Partitions (712, 713, 716, 3006)	1hr @ <4 stories; 2hr @ ≥4 stories 1hr or Sprinklers where applicable at existing elements in existing building per CFC 1103.4.2 and CEBC 503.1		
Where Required	Floor openings > 1 story		
Opening Protection	1hr provided @ existing shafts, 1hr provided at new shafts @ Struc 1 (ok)	1hr provided @ existing shafts, 1hr provided at new shafts @ Struc 1 (ok)	
Handrail Height At Stairs (714.8)	1.5hr access doors, windows NP @ 2hr enclosure; 1hr access doors, windows NP @ 1hr enclosure		
Handrail Extensions	1hr provided @ existing & new shafts @ Struc 1 (ok)		
Handrail Clearance	12" top, 12" bottom		
Shaft Projections	4" max		
Where Required	Group E, B, Sprinklered		
Opening Protection	Floor openings > 1 story		
Where Required	1hr provided @ existing elevator hoistway (ok)		
Opening Protection	1.5hr access doors, windows NP @ 2hr enclosure; 1hr access doors, windows NP @ 1hr enclosure		
Where Required	1hr elevator lobby w/ 1hr doors or 1.5hr self-closing doors @ elevator doors, or hoistway pressurization required @ 1hr corridors - not applicable (ok)		
Exit Enclosures (1023.1)	1hr provided @ existing elevator hoistway (ok)		
Where Required	1hr provided @ existing elevator hoistway (ok)		
Exit Enclosures (1023.1)	1hr @ <4 stories; 2hr @ ≥4 stories 1hr or Sprinklers where applicable at existing elements in existing building per CFC 1103.4.2 and CEBC 503.1		
Where Required	Exit enclosures > 1 story		
Opening Protection	Not applicable @ exit access stairs @ Struc 1 (ok)		
Exit Passageways (1024.1)	Match connected exit enclosure, 1hr min		
Where Required	As needed to access or extend exit enclosure to exterior		
Opening Protection	Not applicable @ exit access stairs @ Struc 1 (ok)		

Fire Walls (706, T706.4, 716)	3hr	
Where Required	Building Area Separation Walls	
Opening Protection	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Fire Barriers (707, 707.3.10, 716)	See fire-resistance requirement per category	
Where Required	Shafts, Exit Stairs & Passageways, Horizontal Exits, Atriums, Control Area Separations, Occupancy Separations, Fire Area Separations	
Opening Protection	Provided at shafts, all others not applicable @ Struc 1 (ok)	None applicable @ Struc 2 (ok)
Occupancy Separations (508.4, 707.716)	(S) 1hr @ E to B	
Where Required	Separated occupancies per 508.4 (not applicable at non-separated occupancies per 508.3)	
Opening Protection	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Fire Areas (707.3.10, 716)	2hr @ E, B	
Where Required	As needed for allowable fire areas	
Opening Protection	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Fire Partitions (708, 716)	1hr	
Where Required	Enclosed elevator lobby; egress balconies; and corridors when required by 1020.1 - 0hr @ Group E (S) per 1020.1	
Opening Protection	0hr corridors provided, all others not applicable @ Struc 1 (ok)	None applicable @ Struc 2 (ok)
Smoke Barriers (709, 716)	1hr, resist the passage of smoke	
Where Required	Some incidental use barriers, elevator lobbies, smoke compartments	
Opening Protection	Provided @ applicable incidental use electrical rooms @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Smoke Partitions (710, 716)	0hr, resist the passage of smoke	
Where Required	Some incidental uses	
Opening Protection	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Horizontal Assemblies (711, 716)	Match separating wall rating requirements	
Where Required	Required separations	
Opening Protection	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Penetrations & Fire Resistive Joints (714, 715)	Match separating wall rating requirements	
Where Required	Rated assemblies	
Opening Protection	Provided @ Struc 1 (ok)	Provided @ Struc 2 (ok)
Shaft Enclosures (712, 713, 716, 3006)	1hr @ <4 stories; 2hr @ ≥4 stories 1hr or Sprinklers where applicable at existing elements in existing building per CFC 1103.4.2 and CEBC 503.1	
Where Required	Floor openings > 1 story	
Opening Protection	1hr provided @ existing shafts, 1hr provided at new shafts @ Struc 1 (ok)	1hr provided @ existing shafts, 1hr provided at new shafts @ Struc 1 (ok)
Handrail Height At Stairs (714.8)	1.5hr access doors, windows NP @ 2hr enclosure; 1hr access doors, windows NP @ 1hr enclosure	
Handrail Extensions	1hr provided @ existing & new shafts @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Handrail Clearance	12" top, 12" bottom	
Shaft Projections	4" max	
Where Required	Group E, B, Sprinklered	
Opening Protection	Floor openings > 1 story	
Where Required	1hr provided @ existing elevator hoistway (ok)	Not applicable @ Struc 2 (ok)
Opening Protection	1.5hr access doors, windows NP @ 2hr enclosure; 1hr access doors, windows NP @ 1hr enclosure	
Where Required	1hr elevator lobby w/ 1hr doors or 1.5hr self-closing doors @ elevator doors, or hoistway pressurization required @ 1hr corridors - not applicable (ok)	
Exit Enclosures (1023.1)	1hr provided @ existing elevator hoistway (ok)	Not applicable @ Struc 2 (ok)
Where Required	1hr provided @ existing elevator hoistway (ok)	Not applicable @ Struc 2 (ok)
Exit Enclosures (1023.1)	1hr @ <4 stories; 2hr @ ≥4 stories 1hr or Sprinklers where applicable at existing elements in existing building per CFC 1103.4.2 and CEBC 503.1	
Where Required	Exit enclosures > 1 story	
Opening Protection	Not applicable @ exit access stairs @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Exit Passageways (1024.1)	Match connected exit enclosure, 1hr min	
Where Required	As needed to access or extend exit enclosure to exterior	
Opening Protection	Not applicable @ exit access stairs @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)

Fire Walls (706, T706.4, 716)	3hr	
Where Required	Building Area Separation Walls	
Opening Protection	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Fire Barriers (707, 707.3.10, 716)	See fire-resistance requirement per category	
Where Required	Shafts, Exit Stairs & Passageways, Horizontal Exits, Atriums, Control Area Separations, Occupancy Separations, Fire Area Separations	
Opening Protection	Provided at shafts, all others not applicable @ Struc 1 (ok)	None applicable @ Struc 2 (ok)
Occupancy Separations (508.4, 707.716)	(S) 1hr @ E to B	
Where Required	Separated occupancies per 508.4 (not applicable at non-separated occupancies per 508.3)	
Opening Protection	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Fire Areas (707.3.10, 716)	2hr @ E, B	
Where Required	As needed for allowable fire areas	
Opening Protection	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Fire Partitions (708, 716)	1hr	
Where Required	Enclosed elevator lobby; egress balconies; and corridors when required by 1020.1 - 0hr @ Group E (S) per 1020.1	
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Where Required	Some incidental uses	
Opening Protection	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Horizontal Assemblies (711, 716)	Match separating wall rating requirements	
Where Required	Required separations	
Opening Protection	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Penetrations & Fire Resistive Joints (714, 715)	Match separating wall rating requirements	
Where Required	Rated assemblies	
Opening Protection	Provided @ Struc 1 (ok)	Provided @ Struc 2 (ok)
Shaft Enclosures (712, 713, 716, 3006)	1hr @ <4 stories; 2hr @ ≥4 stories 1hr or Sprinklers where applicable at existing elements in existing building per CFC 1103.4.2 and CEBC 503.1	
Where Required	Floor openings > 1 story	
Opening Protection	1hr provided @ existing shafts, 1hr provided at new shafts @ Struc 1 (ok)	1hr provided @ existing shafts, 1hr provided at new shafts @ Struc 1 (ok)
Handrail Height At Stairs (714.8)	1.5hr access doors, windows NP @ 2hr enclosure; 1hr access doors, windows NP @ 1hr enclosure	
Handrail Extensions	1hr provided @ existing & new shafts @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Handrail Clearance	12" top, 12" bottom	
Shaft Projections	4" max	
Where Required	Group E, B, Sprinklered	
Opening Protection	Floor openings > 1 story	
Where Required	1hr provided @ existing elevator hoistway (ok)	Not applicable @ Struc 2 (ok)
Opening Protection	1.5hr access doors, windows NP @ 2hr enclosure; 1hr access doors, windows NP @ 1hr enclosure	
Where Required	1hr elevator lobby w/ 1hr doors or 1.5hr self-closing doors @ elevator doors, or hoistway pressurization required @ 1hr corridors - not applicable (ok)	
Exit Enclosures (1023.1)	1hr provided @ existing elevator hoistway (ok)	Not applicable @ Struc 2 (ok)
Where Required	1hr provided @ existing elevator hoistway (ok)	Not applicable @ Struc 2 (ok)
Exit Enclosures (1023.1)	1hr @ <4 stories; 2hr @ ≥4 stories 1hr or Sprinklers where applicable at existing elements in existing building per CFC 1103.4.2 and CEBC 503.1	
Where Required	Exit enclosures > 1 story	
Opening Protection	Not applicable @ exit access stairs @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Exit Passageways (1024.1)	Match connected exit enclosure, 1hr min	
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Fire Walls (706, T706.4, 716)	3hr	
Where Required	Building Area Separation Walls	
Opening Protection	Not applicable @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Fire Barriers (707, 707.3.10, 716)	See fire-resistance requirement per category	
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Fire Partitions (708, 716)	1hr	
Where Required	Enclosed elevator lobby; egress balconies; and corridors when required by 1020.1 - 0hr @ Group E (S) per 1020.1	
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Where Required	Floor openings > 1 story	
Opening Protection	1hr provided @ existing shafts, 1hr provided at new shafts @ Struc 1 (ok)	1hr provided @ existing shafts, 1hr provided at new shafts @ Struc 1 (ok)
Handrail Height At Stairs (714.8)	1.5hr access doors, windows NP @ 2hr enclosure; 1hr access doors, windows NP @ 1hr enclosure	
Handrail Extensions	1hr provided @ existing & new shafts @ Struc 1 (ok)	Not applicable @ Struc 2 (ok)
Handrail Clearance	12" top, 12" bottom	
Shaft Projections	4" max	
Where Required	Group E, B, Sprinklered	
Opening Protection	Floor openings > 1 story	
Where Required	1hr provided @ existing elevator hoistway (ok)	Not applicable @ Struc 2 (ok)
Opening Protection	1.5hr access doors, windows NP @ 2hr enclosure; 1hr access doors, windows NP @ 1hr enclosure	
Where Required	1hr elevator lobby w/ 1hr doors or 1.5hr self-closing doors @ elevator doors, or hoistway pressurization required @ 1hr corridors - not applicable (ok)	

PROJECT INFORMATION:

PROJECT NAME: STRATFORD PREPARATORY SCHOOL - MILPITAS
PROJECT LOCATION: 1323 GREAT MALL DRIVE, MILPITAS, CA 95035
PARCEL NUMBER: 86240000
ZONING DISTRICT: C2 - GENERAL COMMERCIAL
OVERLAY DISTRICT: TOD - TRANSIT ORIENTED DISTRICT
GENERAL PLAN: MMSP - MILPITAS METRO SPECIFIC PLAN
DEVELOPMENT AGREEMENT: THE PROJECT IS APPLYING FOR A DEVELOPMENT AGREEMENT

PROJECT DESCRIPTION:
THE PROJECT SCOPE INCLUDES THE ALTERATION OF AN EXISTING 51,740 SF GROUP B OFFICE BUILDING FOR USE AS A GROUP E MIDDLE SCHOOL / HIGH SCHOOL FOR 500 STUDENTS WITH MIXED OCCUPANCY GROUP B ADMINISTRATIVE SPACES, THE CONSTRUCTION OF A NEW 7,883 SF GROUP E GYM, A 600 SF CANOPY, AND A 291 SF TRASH ENCLOSURE ON THE SITE, AS WELL AS ASSOCIATED SITE WORK TO SUPPORT THE SCHOOL, INCLUDING AN ARTIFICIAL TURF PLAY AREA AND MINOR PARKING, DROP-OFF / PICK-UP, AND SITE CIRCULATION MODIFICATIONS.

THE EXISTING BUILDING WILL REQUIRE A SEISMIC UPGRADE DUE TO THE CHANGE IN PRIMARY OCCUPANCY FROM B TO E WITH AN OCCUPANT LOAD GREATER THAN 250, AND THE CORRESPONDING CHANGE IN THE RISK CATEGORY FROM II TO III.

BUILDING ANALYSIS:		
LOT SIZE:	130,680 SF	
L1 FLOOR AREA:	MAIN BUILDING (EXISTING) 25,870 SF (CANOPY) 291 SF (TRASH ENCLOSURE)	GYM BUILDING (NEW) 7,883 SF
L2 FLOOR AREA:	25,870 SF	7,883 SF
TOTAL BLDG. FLOOR AREA :	52,631 SF	
SINGLE BUILDING CODE TOTAL PER 503.1.1	60,514SF	
BUILDING HEIGHT:	35' (39' STAIRWELL, PARAPET & 42' MECH. SCREEN EXISTING)	35' (42' MECH. SCREEN PROPOSED)
NUMBER OF STORIES:	2	1
OCCUPANCY GROUPS:	GROUP E NON-SEPARATED GROUP B ACCESSORY GROUP U	GROUP E -
REQUIRED SEPERATION BETWEEN OCCUPANCY GROUPS (PER 508.4):	NONE	
TYPE OF CONSTRUCTION:	III-B	
FIRE PROTECTION SYSTEM:	FULLY SPRINKLERED PER NFPA 13	
FIRE ALARM SYSTEM:	YES	
SPRINKLER SYSTEM:	YES	

SETBACKS:	REQUIRED	PROPOSED
FRONT (N):	0' MIN. / NO MAX.	96' (OK)
SIDE, INTERIOR (W):	0' MIN. / NO MAX.	72' (OK)
SIDE, STREET (SW):	0' MIN. / NO MAX.	120' (OK)
SIDE, STREET (E):	0' MIN. / NO MAX.	96' (OK)
REAR (S):	0' MIN. / NO MAX.	16' (OK)

Note: There are existing minimum setbacks labelled on the properties site plan - a 50' building setback parallel the 2 diagonal SW property lines and the E and N property lines, and a 10' building setback parallel the two diagonal NW property lines and the S property line. These are presumed to have been required by the previous land use permit process. The existing and proposed construction are compliant with these setbacks.

SOLID WASTE AND RECYCLING HANDLING PLAN

SOLID WASTE CALCULATIONS:

(BASED ON GENERATION RATES DETERMINED BY THE CITY OF MILPITAS SOLID WASTE ESTIMATION CALCULATOR)

NO. OF STUDENTS: 500
WASTE GENERATION (@ 0.5 LBS/STUDENT/DAY.): 1750 LBS/WEEK

	LBS/WEEK	CY/WEEK	WASTE BINS REQUIRED PER WEEK
SOLID WASTE:	318.50	2.31	(1) 4 CY LANDFILL BIN
RECYCLING:	756.00	2.69	(1) 3 CY RECYCLING BIN

FOOD SCRAPS:	525.00	1.33	(1) 2 CY FOOD SCRAPS BIN
YARD TRIMMINGS:	94.50	0.38	(1) 1CY YARDWASTE BIN

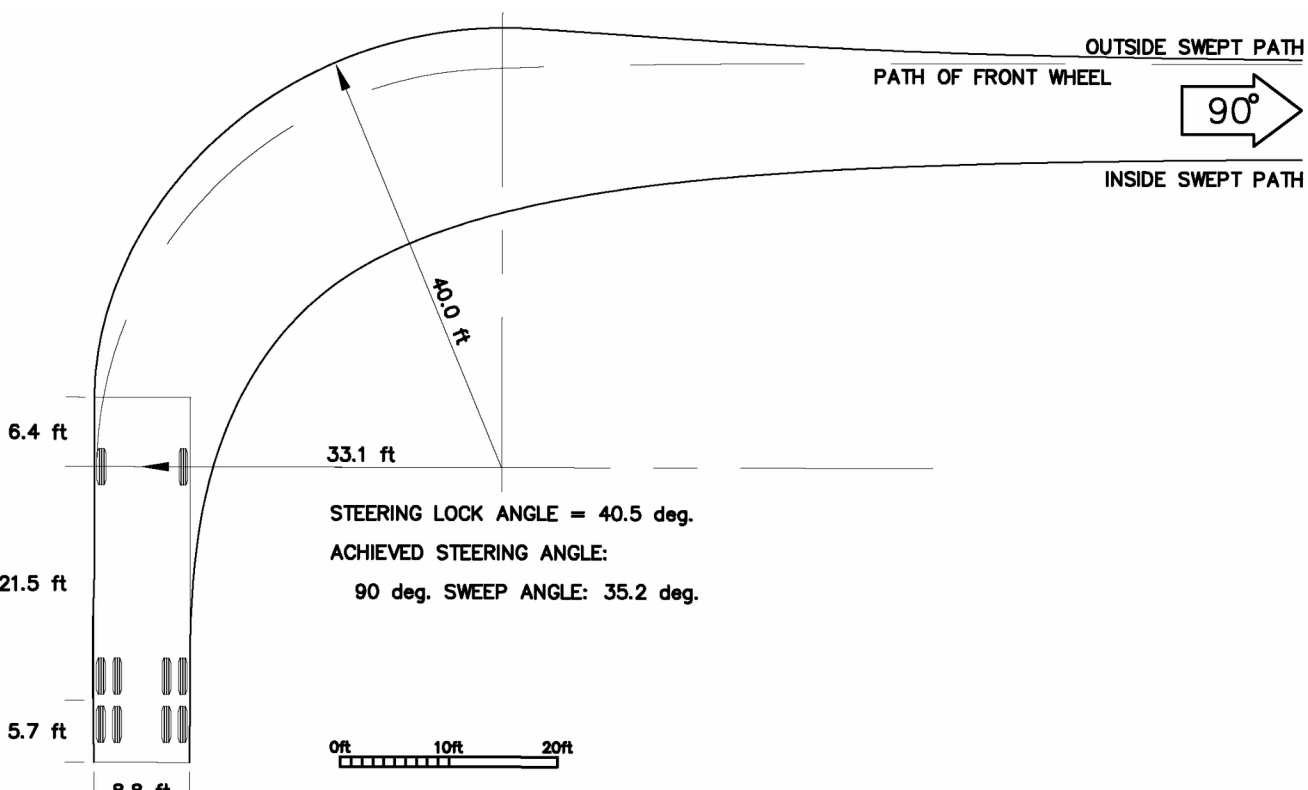
OTHER: 56.00

- TRASH ENCLOSURE HAS ENOUGH SIZE TO ACCOMMODATE RECYCLING BIN, LANDFILL BIN & GREENWASTE (ORGANIC WASTE) BIN.
- NO RECYCLING BIN, LANDFILL BIN OR GREENWASTE BIN LARGER THAN 4 CY IS REQUIRED.
- CONCRETE PAD SHALL BE MIN. 6" THICK REINFORCED CONCRETE TO ACCOMMODATE NO LESS THAN 40,000 LBS.

OPERATIONS:

LANDFILL WASTE, RECYCLING WASTE, AND FOOD SCRAP WASTE WILL BE CARTED FROM THE CAFETERIA AND OTHER WASTE AREAS IN SEPARATE CONTAINERS THROUGH THE MAIN HALLWAY ON LEVEL 1 TO THE EXTERIOR EAST DOORS AND DIRECTLY TO THE BINS IN THE TRASH ENCLOSURE ON A DAILY BASIS AFTER SCHOOL HOURS. YARD TRIMMINGS WILL BE COLLECTED AT THEIR POINT OF TRIMMING IN A SEPARATE CART AND TRANSFERRED TO THE TRASH ENCLOSURE BIN ON DAYS OF YARD MAINTENANCE. THERE IS NO CHUTE OR COMPACTOR AND SCHOOL JANITORIAL PERSONNEL WILL TRANSFER ALL WASTE FROM THEIR INTERIOR POINTS OF COLLECTION TO THE TRASH ENCLOSURE BINS, AND WILL CLEAN ALL AREAS OF LITTER AND OVERSPILLS DAILY. OCCUPANTS WILL RECEIVE WRITTEN EDUCATION ABOUT RECYCLING & COMPOSTING AND HOW TO SEPARATE MATERIALS EACH SCHOOL YEAR AND SUMMARY INFORMATION WILL BE POSTED IN EACH SCHOOL CLASSROOM. PROCURED TRUCK COLLECTION SERVICES WILL SERVICE EACH BIN ON THE SITE ON WEEKLY BASIS.

MILPITAS TRASH TRUCK CUSTOM:



CODE SITE PLAN

1" = 30'-0"

PROGRAM SUMMARY:

HIGH SCHOOL STUDENT COUNT: 500 TOTAL @ 18.52 PER 27 CLASSROOMS

CLASSROOM COUNT: 27 CLASSROOMS
16 GENERAL CLASSROOMS
11 SPECIALTY CLASSROOMS
(4 BIOCHEM, 2 PHYSICS, 2 ART, 1 GRAPHIC ART, 1 MUSIC, 1 COMPUTER SCIENCE)

DAILY SCHOOL SCHEDULE:

7:00-7:30 AM STAFF ARRIVALS
7:30-8:00 AM STUDENT ARRIVALS

3:30-4:00 PM STUDENT DEPARTURES

4:00-4:30PM STAFF DEPARTURES

4:30-6:00 PM EXTRA-CURRICULAR DEPARTURES

DROP-OFF / PICK-UP LEGEND:

- STAFF
- WALKIE TALKIE
- SECURITY
- QUEUEING CIRCULATION
- DROP-OFF CIRCULATION
- CAR DROP-OFF / PICK-UP SPACE

DROP-OFF / PICK-UP NOTES:

- PARENTS SHALL NOT IMPEDE THE MOVEMENT OF VEHICULAR TRAFFIC IN THE AREA AND LEGALLY PARK IN ASSIGNED PARKING SPACES DURING PICK-UP/DROP-OFF TIMES.
- PARKING LOT AREAS SHALL HAVE POSTINGS WITH APPROPRIATE SIGNS PER 22658(A) CVC TO ASSIST IN REMOVAL OF VEHICLES AT THE PROPERTY OWNERS/EMPLOYER'S REQUEST.
- "NO TRESPASSING/LOITERING" SIGNAGE SHALL BE POSTED AT THE ENTRANCES OF PARKING LOTS PLACED IN CONSPICUOUS AREAS. SIGNS SHALL BE AT LEAST 2'X1' IN OVERALL SIZE, WITH WHITE BACKGROUND AND BLACK 2" HIGH LETTERS.
- THE PARKING AREA SHALL ALLOW CIRCULATION FOR POLICE PATROLS (VEHICLES, FOOT, AND BICYCLES), AND TO PREVENT AND REDUCE THE LIKELIHOOD OF CRIMINAL ACTIVITY OCCURRING IN THE AREA.

SECURITY NOTES:

- A HIGH-DEFINITION SECURITY CAMERA SYSTEM SHALL BE REQUIRED FOR THE FACILITY WITH COVERAGE AT ALL ACCESS POINTS INTO THE BUSINESS. ADDITIONALLY, THE SECURITY CAMERA SYSTEM SHALL COVER THE PARKING LOT AREA TO HAVE THE CLARITY NECESSARY TO IDENTIFY AN INDIVIDUAL, VEHICLE, ETC., AND HAVE A FIELD OF VIEW TO MAXIMIZE THE COVERAGE AREA. SECURITY CAMERAS SHALL ALSO COVER ANY ENCLOSED PLAYGROUND AREA.
- THE SECURITY CAMERA SYSTEM SHALL BE RECORDED, AND THE RECORDING SHALL BE MAINTAINED FOR A MINIMUM OF THIRTY (30) DAYS AND BE MADE AVAILABLE TO THE POLICE DEPARTMENT UPON REQUEST. A COPY SHALL BE MADE AVAILABLE TO THE POLICE DEPARTMENT UPON REQUEST TO ASSIST IN INVESTIGATIONS. IT IS RECOMMENDED THAT THE OFFICE STAFF AND SECURITY BE PROPERLY TRAINED ON HOW TO USE THE SECURITY SURVEILLANCE CAMERA SYSTEM SO THAT FOOTAGE CAN BE REVIEWED AND COLLECTED IN A TIMELY FASHION BY THE POLICE DEPARTMENT IF NEEDED.
- DOOR CHIME/ALERT SYSTEMS SHALL BE INSTALLED ON EXTERIOR DOORS IN ORDER TO NOTIFY EMPLOYEES OF PERSONS ENTERING AND EXITING THE FACILITY.
- CURRENT PHOTOGRAPHS OF ALL CHILDREN ENROLLED AND A LIST OF PARENT CONTACT (ADDRESS, PHONE NUMBER, ETC.) AT STRATFORD SCHOOL SHALL BE MAINTAINED. THE SCHOOL STAFF SHALL PROVIDE THE POLICE DEPARTMENT WITH PHOTOGRAPHS AND CONTACT LISTS WHEN REQUESTED FOR SPECIFIC LAW ENFORCEMENT PURPOSES, SUCH AS BUT NOT LIMITED TO MISSING PERSON INVESTIGATIONS AND CUSTODIAL ABDUCTION CASES.
- BUSINESS OWNERS SHALL ENSURE ADEQUATE STAFFING FOR PROPER SUPERVISION (STUDENT-TO-TEACHER RATIO).
- FENCING FOR RECREATION AREAS ON THE PERIMETER OF SCHOOL GROUNDS MUST CONSIDER SIMILAR SECURITY ISSUES AS PERIMETER FENCING, SUCH AS DETERRING INTRUDERS AND ENABLING NATURAL SURVEILLANCE BY SCHOOL STAFF AND LAW ENFORCEMENT.
- FENCING SHALL BE MADE OF MATERIALS THAT ARE NOT EASY TO VANDALIZE, CUT, OR CLIMB.

GENERAL NOTES:

- SEE A-001, A-002 & A-011 FOR ADDITIONAL CODE ANALYSIS, CALCUALTIONS, LIFE SAFETY LEGENDS, GENERAL NOTES, AND OTHER INFORMATION.
- CARBON MONOXIDE DETECTION SYSTEM TO BE PROVIDED IN BIO/CHEM LABS WITH NATURAL GAS BURNING PER CFC 915.
- STANDPIPES NOT REQUIRED FOR THIS BUILDING PER REQUIREMENTS OF CFC 905.

SITE LEGEND:

1-HOUR FIRE BARRIER ASSEMBLY WITH 45-MIN RATED OPENINGS*
2-HOUR FIRE BARRIER ASSEMBLY WITH 90-MIN RATED OPENINGS*
3-HOUR FIRE BARRIER ASSEMBLY WITH 90-MIN RATED OPENINGS*
CENTER LINES
PROPERTY LINES
LOT LINES
FENCES
WATER LINE
SANITARY SEWER LINE
STORM DRAIN LINE
GAS LINE
UNDERGROUND POWER LINE
UNDERGROUND COMMUNICATION LINE
OVERHEAD UTILITY LINE
EGRESS PATH TO PUBLIC WAY
ACCESSIBLE ACCESS PATH
ACCESSIBLE PARKING
FIRE HYDRANT
UTILITY POLE
STREETLIGHT

*OPENINGS NOT REQUIRED TO BE RATED WHERE ALLOWED PER CBC 705.8

PARKING SUMMARY:

UPPER SCHOOL SITE (PROJECT SITE)

CAR PARKING (XI-10.53, XI-10-12.06)

REQUIRED @ OFFICE AREAS:
REQUIRED @ CLASSROOMS: 3,207 / 240 = 14
REQUIRED @ HIGH SCHOOL STUDENTS: 500 / 5 = 100
GROSS TOTAL REQUIRED: 14 + 27 + 100 = 141
20% TOD REDUCTION (XI-10.12.06.F): -20% X 141 = -28
5% BICYCLE REDUCTION (XI-10.53.13.B.4): -5% X 141 = -7
SHARED PARKING SURPLUS:
@ LOWER SCHOOL SITE USED BY UPPER SCHOOL: -32
NET TOTAL REQUIRED @ UPPER SCHOOL SITE: 141 - 28 - 7 - 32 = 74
PROVIDED @ UPPER SCHOOL SITE: 74 CAR SPACES (OK)
-- COMPACT SPACES (C) - 40% MAX: 40% X 74 = 30 MAX, 13 PROVIDED (OK)
-- CARPOOL SPACES (CP) - 1% MIN: 1% X 74 = 1 MIN, 1 PROVIDED (OK)
-- ADA SPACES - 3 MIN FOR 51-75 SPACES: 3 MIN, 3 PROVIDED (OK)
-- ADA VAN SPACES - 1 MIN PER 6 ADA SPACES: 1 MIN, 1 PROVIDED (OK)

BIKE PARKING (XI-10.53.13.B.4)

8 BIKE SPACES (2X7) REQ'D PER REPLACED CAR SPACE: 7 X 8 = 56
BIKE SPACE SURPLUS:
@ UPPER SCHOOL SITE USED BY LOWER SCHOOL: 40
NET TOTAL REQUIRED @ UPPER SCHOOL SITE: 56 + 40 = 96
PROVIDED @ UPPER SCHOOL SITE: 96 BIKE SPACES (OK)

CAR LOADING

CAR LOADING SPACES PROVIDED (9'X18'): 192'-6", 8 SPACES
CAR QUEUEING LENGTH ON SITE (SINGLE STACKED): 521'-8"

LOWER SCHOOL SITE (ADJACENT SITE TO SOUTH)

CAR PARKING

GROSS TOTAL REQUIRED (SEE CUP RES. #16-002): 103
20% TOD REDUCTION (XI-10.53.13.B.4): -20% X 103 = -20
5% BIKE REDUCTION (XI-10.53.13.B.4): -5% X 103 = -5
SHARED PARKING SURPLUS:
@ LOWER SCHOOL SITE USED BY UPPER SCHOOL: 32
NET TOTAL REQUIRED @ LOWER SCHOOL SITE: 103 - 20 - 5 + 32 = 110
TOTAL PROVIDED @ LOWER SCHOOL SITE: 110 CAR SPACES (EXISTING) (OK)
-- COMPACT SPACES (C) - 40% MAX: 40% X 110 = 44 MAX, 29 PROVIDED (OK)
-- CARPOOL SPACES (CP) - 1% MIN: 1% X 110 = 2 MIN, 2 PROVIDED (OK)
-- ADA SPACES - 5 MIN FOR 101-150 SPACES: 5 MIN, 5 PROVIDED (OK)
-- ADA VAN SPACES - 1 MIN PER 6 ADA SPACES: 1 MIN, 1 PROVIDED (OK)

BIKE PARKING (XI-10.53.13.B.4)

8 BIKE SPACES (2X7) REQ'D PER REPLACED CAR SPACE: 5 X 8 = 40
BIKE SPACE SURPLUS:
@ UPPER SCHOOL SITE USED BY LOWER SCHOOL: -40
NET TOTAL REQUIRED @ LOWER SCHOOL SITE: -40 - 40 = 0
PROVIDED @ LOWER SCHOOL SITE: 0 BIKE SPACES (OK)

CAR LOADING

CAR LOADING SPACES PROVIDED (9'X18'): 170'-4", 8 SPACES
CAR QUEUEING LENGTH ON SITE (DOUBLE STACKED): 1493'-10"

ELECTRIC VEHICLES PARKING (UPPER & LOWER SCHOOL COMBINED REQUIREMENTS)

*CALCULATION OF PARKING SPACES ATTRIBUTED TO NEW GYM:

7,883 sf Gym / (51,740 sf Upper School + 7,883 sf Gym + 600 sf Canopy + 291 sf Trash Enclosure + 64,880 sf Lower School Off Site) = 6.3%
6.3% x (141+103) Combined Site Spaces = 16 NEW GYM PARKING SPACES

EV CAPABLE:

LEVEL 2 (EVC): 15% MIN X 16 GYM PARKING SPACES = 3 REQUIRED
3 PROVIDED (OK)
EVCS, LEVEL 2: 5% MIN X 16 GYM PARKING SPACES = 1 REQUIRED
1 PROVIDED (OK)
ACCESSIBLE EVCS: 1 EVCS = 1 VAN ACCESSIBLE EVCS REQUIRED,
(AEVCS) 1 PROVD (OK)

ELECTRIC VEHICLES PARKING (PROJECT SITE REQUIREMENTS)

*CALCULATION OF PARKING SPACES ATTRIBUTED TO NEW GYM:

7,883 sf Gym / (51,740 sf Upper School + 7,883 sf Gym + 600 sf Canopy + 291 sf Trash Enclosure + 64,880 sf Lower School Off Site) = 6.3%
6.3% x (141+103) Combined Site Spaces = 16 NEW GYM PARKING SPACES

EV CAPABLE (EVC):

15% MIN X 19 GYM PARKING SPACES = 3 REQUIRED
3 PROVIDED (OK)
EVCS: 5% MIN X 19 GYM PARKING SPACES = 1 REQUIRED
1 PROVIDED (OK)
ACCESSIBLE EVCS: 1 EVCS = 1 VAN ACCESSIBLE EVCS REQUIRED,
(AEVCS) 1 PROVD (OK)



Stratford Schools
Stratford Preparatory School - Milpitas

CUP SET
07/11/2023

REV	DATE	DESCRIPTION
1	12/05/2023	CUP REVISION 1
2	03/04/2024	CUP REVISION 2
3	04/23/2024	CUP REVISION 3
4	05/17/2024	CUP REVISION 4

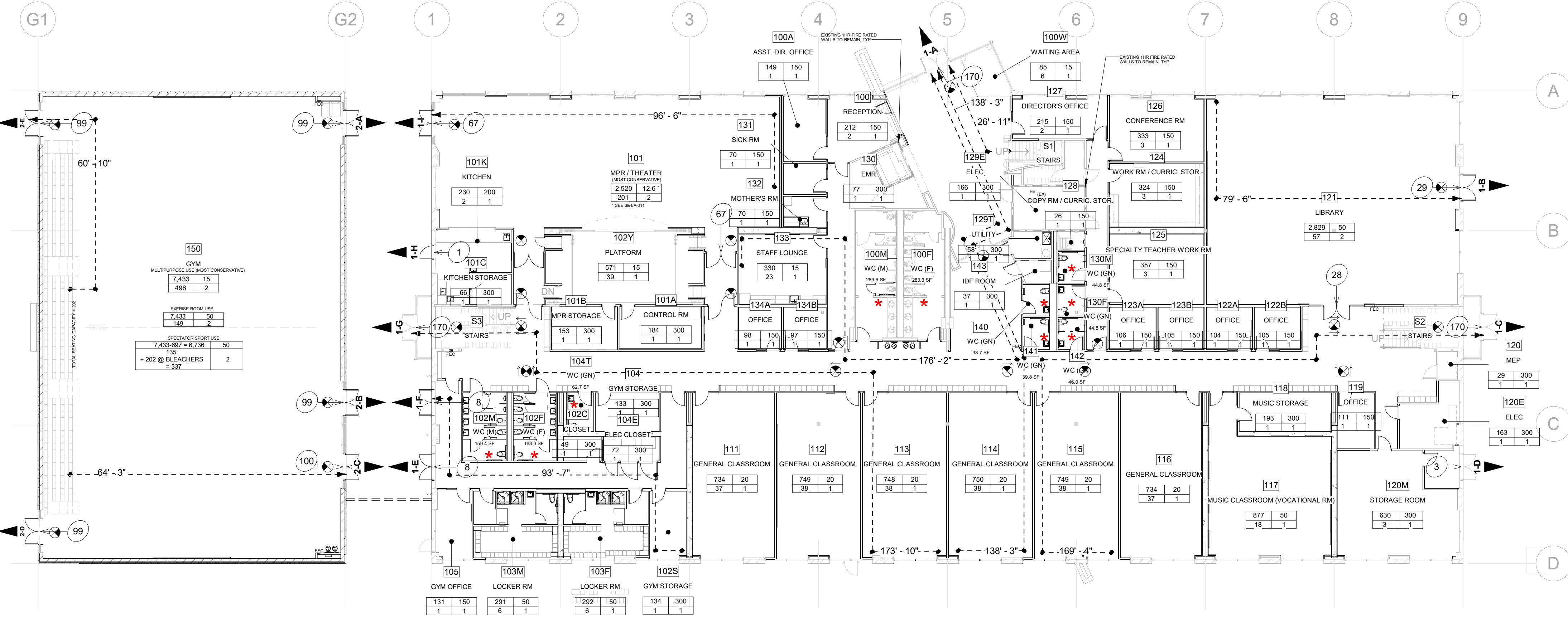
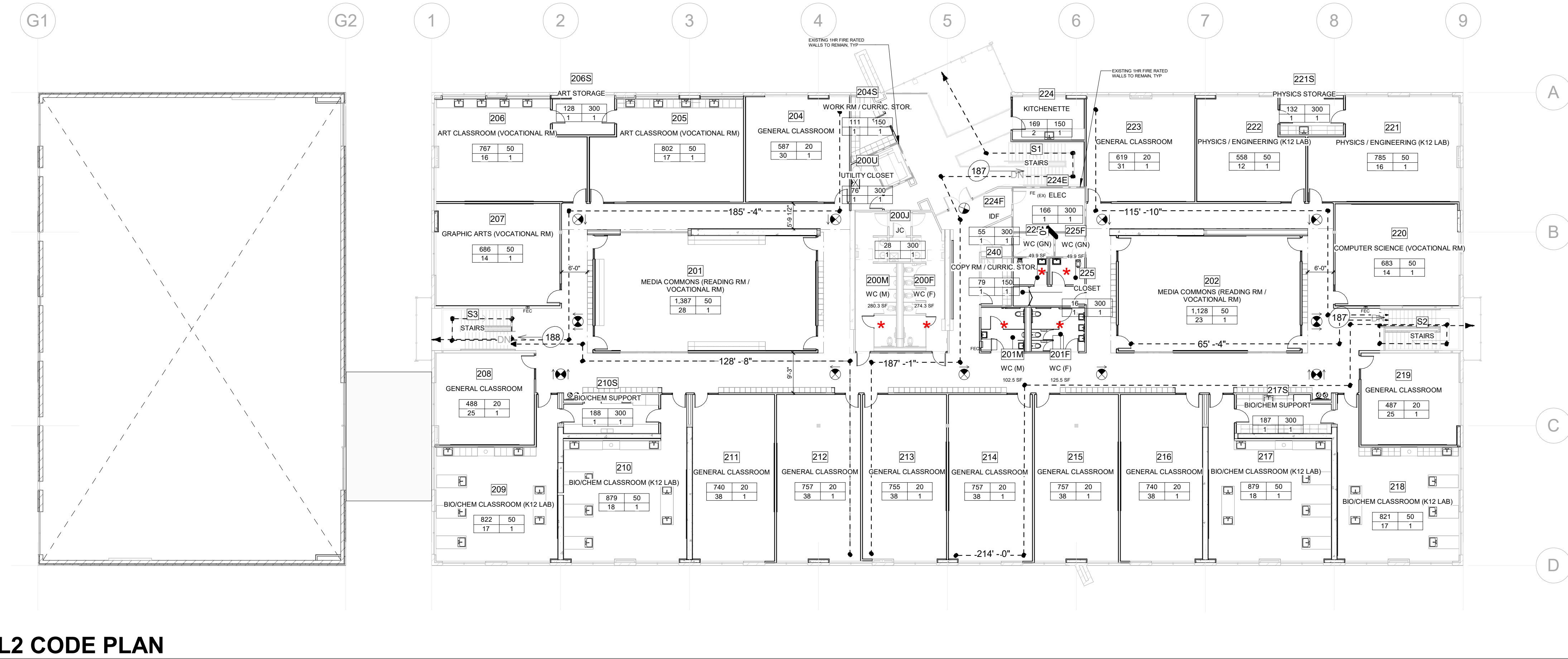
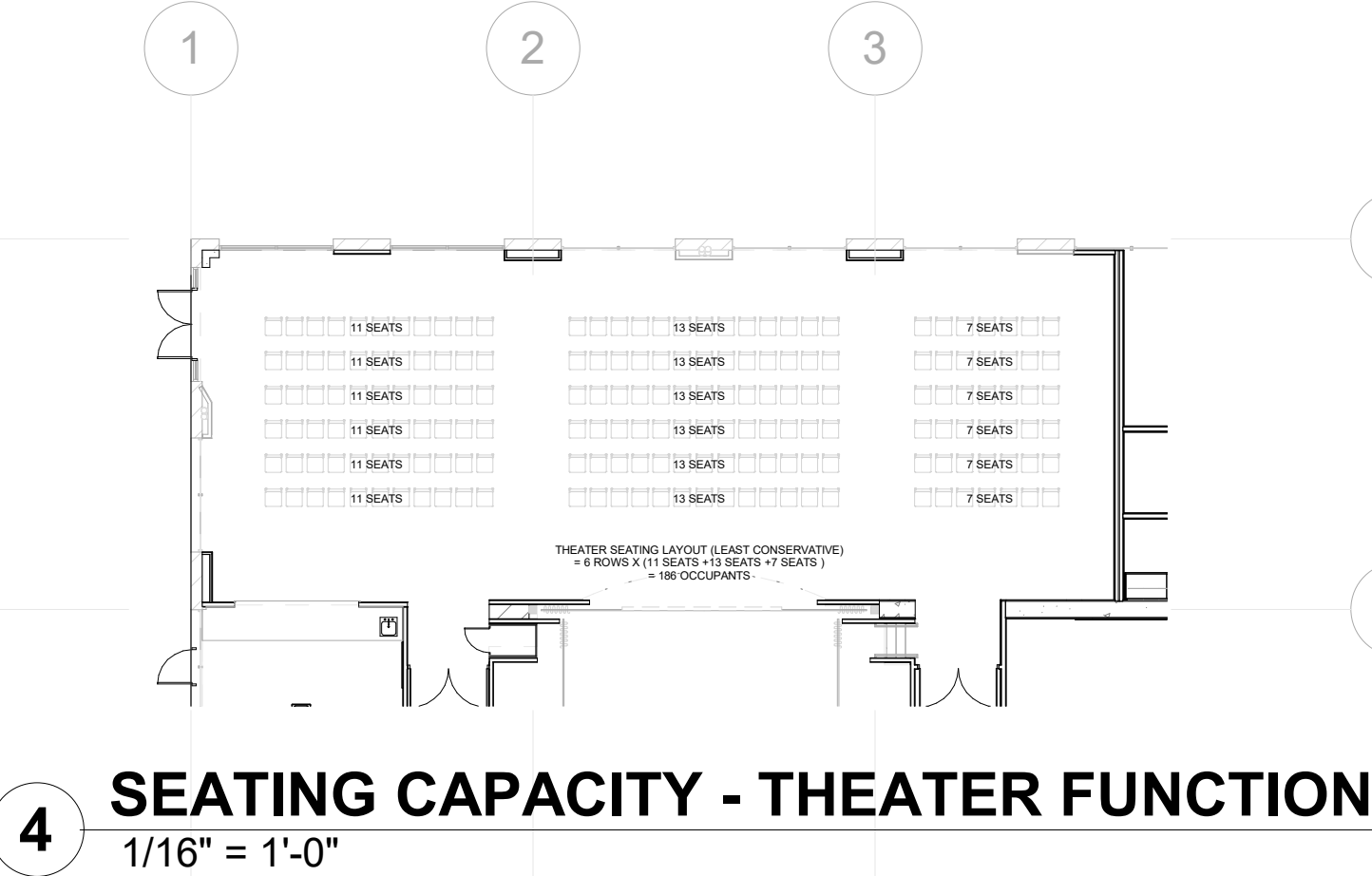
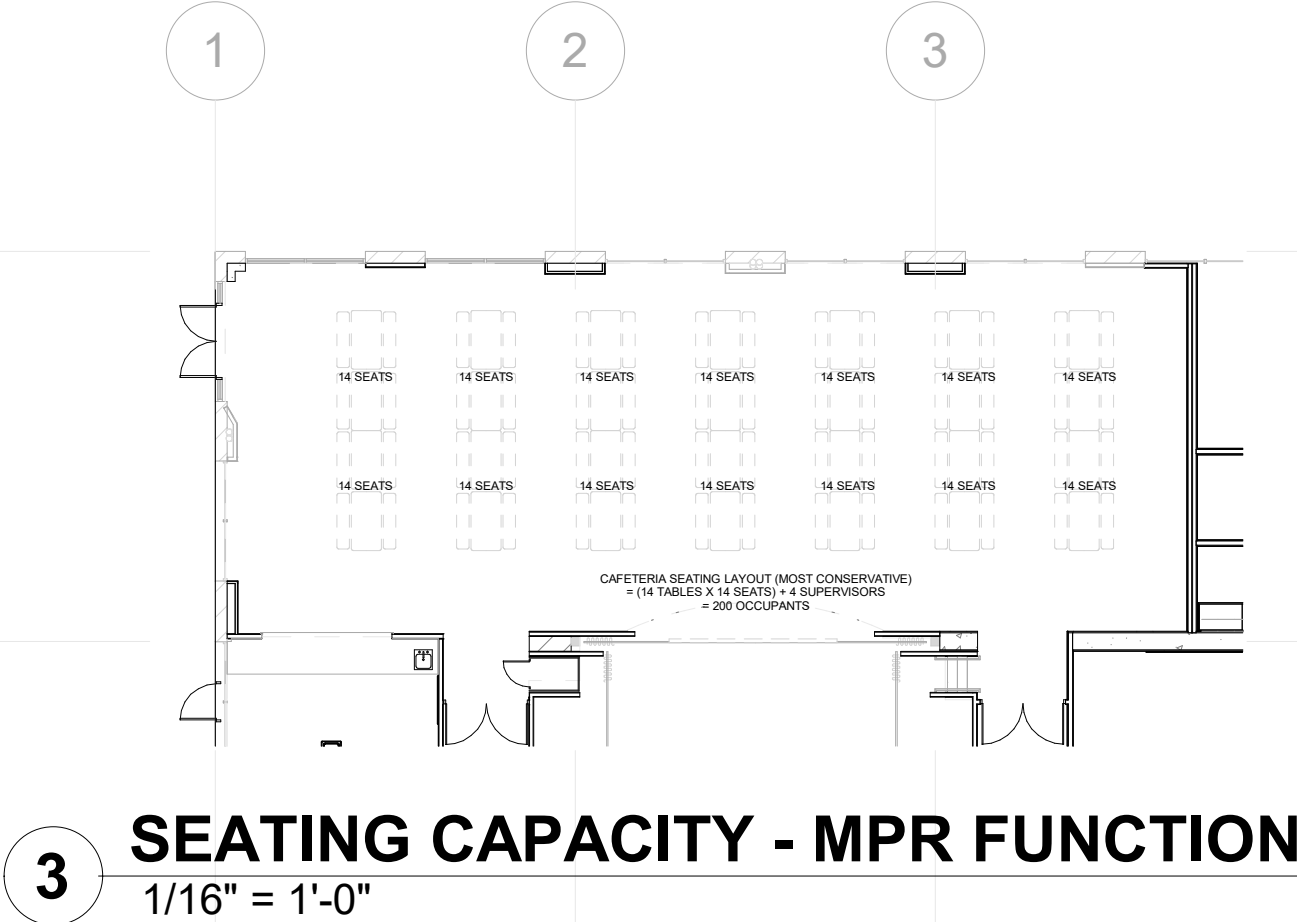
JOB NUMBER: 23043

CODE ANALYSIS
SITE PLAN

A-010

OCCUPANT LOAD - GYM			
ROOM NAME	AREA (SF)	FACTOR - 1004.1.1 (SF/OCC)	OCC. LOAD
GYM	7,433 ft²	15	496
TOTAL OCC. LOAD	7,433 ft²		496

EGRESS - EXIT DOORS - GYM							
EXIT	EXIT LOAD	FACTOR - 1005.1.1 (N/OCC)	REQ'D WIDTH - CALCD (IN)	REQ'D WIDTH - MIN (IN)	PROVD WIDTH (IN)	EGRESS CAPACITY	NOTES
2-A	99	0.15	19.8	32	68	340	COMPLIANT
2-B	99	0.15	19.8	32	68	340	COMPLIANT
2-C	100	0.15	20.0	32	68	340	COMPLIANT
2-D	99	0.15	19.8	32	68	340	COMPLIANT
2-E	99	0.15	19.8	32	68	340	COMPLIANT
TOTAL	496		99.2	160	340	1700	



GENERAL NOTES:

- CARBON MONOXIDE DETECTION SYSTEM TO BE PROVIDED IN BIO/CHEM LABS WITH NATURAL GAS BURNING PER CFC 915.
- STANDPIPES NOT REQUIRED FOR THIS BUILDING PER REQUIREMENTS OF CFC 905.

BUILDING CODE LEGEND:

---	0-HR SMOKE PARTITION ASSEMBLY WITH 0-HR SMOKE RATED OPENINGS
----	1-HOUR FIRE BARRIER ASSEMBLY WITH 45 MINUTE RATED OPENINGS
-----	2-HOUR FIRE BARRIER ASSEMBLY WITH 90 MINUTE RATED OPENINGS
-----	3-HOUR FIRE BARRIER ASSEMBLY WITH 90 MINUTE RATED OPENINGS
ROOM NAME (Code Definition) 915 20 46 1	OCC. LOAD FACTOR TABLE 1004.1.2 AREA (SF) OCCUPANTS # OF EXITS REQUIRED (CUMULATIVE EXITS)
← #	NUMBER OF OCCUPANTS WITH DIRECTION OF TRAVEL
*	ACCESSORY USE TO PRIMARY ADJACENT ROOM - NO OCCUPANTS
XX'	PATH OF EGRESS TO AN EXIT (TRAVEL DISTANCE NOTED IN (XX') EQUALS TOTAL DISTANCE FOR ROUTE) - MAXIMUM DISTANCE OF 250' ALLOWED PER TABLE 1017.2
⬇	EXIT SIGN LOCATIONS (ARROWS INDICATE DIRECTIONAL EXIT SIGN)
X	EXIT AND EXIT TYPE AS DESCRIBED BELOW

OCCUPANCY LOAD - MAIN			
ROOM NAME	AREA (SF)	FACTOR - 1004.1.1 (SF/OCC)	OCC. LOAD
MPR / THEATER	2,520 ft²	12.6	201
PLATFORM	571 ft²	15	39
STAFF LOUNGE	330 ft²	15	23
WAITING AREA	85 ft²	15	6
GENERAL CLASSROOM	4,463 ft²	20	226
LIBRARY	2,829 ft²	50	57
LOCKER RM	582 ft²	50	12
MUSIC CLASSROOM (VOCATIONAL RM)	877 ft²	50	18
ASST. DIR. OFFICE	149 ft²	150	1
CONFERENCE RM	333 ft²	150	3
COPY RM / CURRIC. STOR.	28 ft²	150	1
DIRECTOR'S OFFICE	215 ft²	150	2
GYM OFFICE	131 ft²	150	1
MOTHER'S RM	70 ft²	150	1
OFFICE	727 ft²	150	7
RECEPTION	212 ft²	150	2
SICK RM	70 ft²	150	1
SPECIALTY TEACHER WORK RM	357 ft²	150	3
WORK RM / CURRIC. STOR.	324 ft²	150	3
KITCHEN	230 ft²	200	2
CLOSET	49 ft²	300	1
CONTROL RM	184 ft²	300	1
ELEC	330 ft²	300	2
ELEC CLOSET	72 ft²	300	1
EMR	77 ft²	300	1
GYM STORAGE	267 ft²	300	2
IDF ROOM	37 ft²	300	1
KITCHEN STORAGE	66 ft²	300	1
MEP	29 ft²	300	1
MPR STORAGE	153 ft²	300	1
MUSIC STORAGE	193 ft²	300	1
STORAGE ROOM	630 ft²	300	3
UTILITY	58 ft²	300	1
L1 TOTAL OCC. LOAD	17,249 ft²		626
GENERAL CLASSROOM	6,688 ft²	20	339
ART CLASSROOM (VOCATIONAL RM)	1,570 ft²	50	33
BIO/CHEM CLASSROOM (K12 LAB)	3,401 ft²	50	70
COMPUTER SCIENCE (VOCATIONAL RM)	683 ft²	50	14
GRAPHIC ARTS (VOCATIONAL RM)	686 ft²	50	14
MEDIA COMMONS (READING RM / VOCATIONAL RM)	2,516 ft²	50	51
PHYSICS / ENGINEERING (K12 LAB)	1,343 ft²	50	28
COPY RM / CURRIC. STOR.	79 ft²	150	1
KITCHENETTE	169 ft²	150	2
WORK RM / CURRIC. STOR.	111 ft²	150	1
ART STORAGE	128 ft²	300	1
BIO/CHEM SUPPORT	375 ft²	300	2
CLOSET	16 ft²	300	1
ELEC	166 ft²	300	1
IDF	55 ft²	300	1
JC	28 ft²	300	1
PHYSICS STORAGE	132 ft²	300	1
UTILITY CLOSET	76 ft²	300	1
L2 TOTAL OCC. LOAD	18,223 ft²		562
TOTAL BUILDING OCC. LOAD	35,472 ft²		1,188

EGRESS - EXIT DOORS - MAIN							
EXIT	EXIT LOAD	FACTOR - 1005.1.1 (N/OCC)	REQ'D WIDTH - CALCD (IN)	REQ'D WIDTH - MIN (IN)	PROVD WIDTH (IN)	EGRESS CAPACITY	NOTES
1-A	170	0.15	34.0	34	68	340	COMPLIANT
1-B	29	0.15	5.8	32	68	340	COMPLIANT
1-C	170	0.15	34.0	34	68	340	COMPLIANT
1-D	3	0.15	0.6	32	68	340	COMPLIANT
1-E	8	0.15	1.6	32	68	340	COMPLIANT
1-F	8	0.15	1.6	32	68	340	COMPLIANT
1-G	170	0.15	34.0	34	68	340	COMPLIANT
1-H	1	0.15	0.2	32	33	165	COMPLIANT
1-I	67	0.15	13.4	32	68	340	COMPLIANT
TOTAL	626		125.2	294	577	2885	

EGRESS - EXIT STAIRS							
STAIR #	OCC. LOAD	FACTOR - 1005.1.1 (N/OCC)	REQ'D WIDTH - CALCD (IN)	REQ'D WIDTH - MIN (IN)	PROVD WIDTH	EGRESS CAPACITY	NOTES
S1	187	0.2	37.4	44	52	260	COMPLIANT
S2	187	0.2	37.4	44	52	260	COMPLIANT
S3	188	0.2	37.6	44	52	260	COMPLIANT
TOTAL	562		112.4	132	156	780	

FLOOR PLAN KEYNOTES:

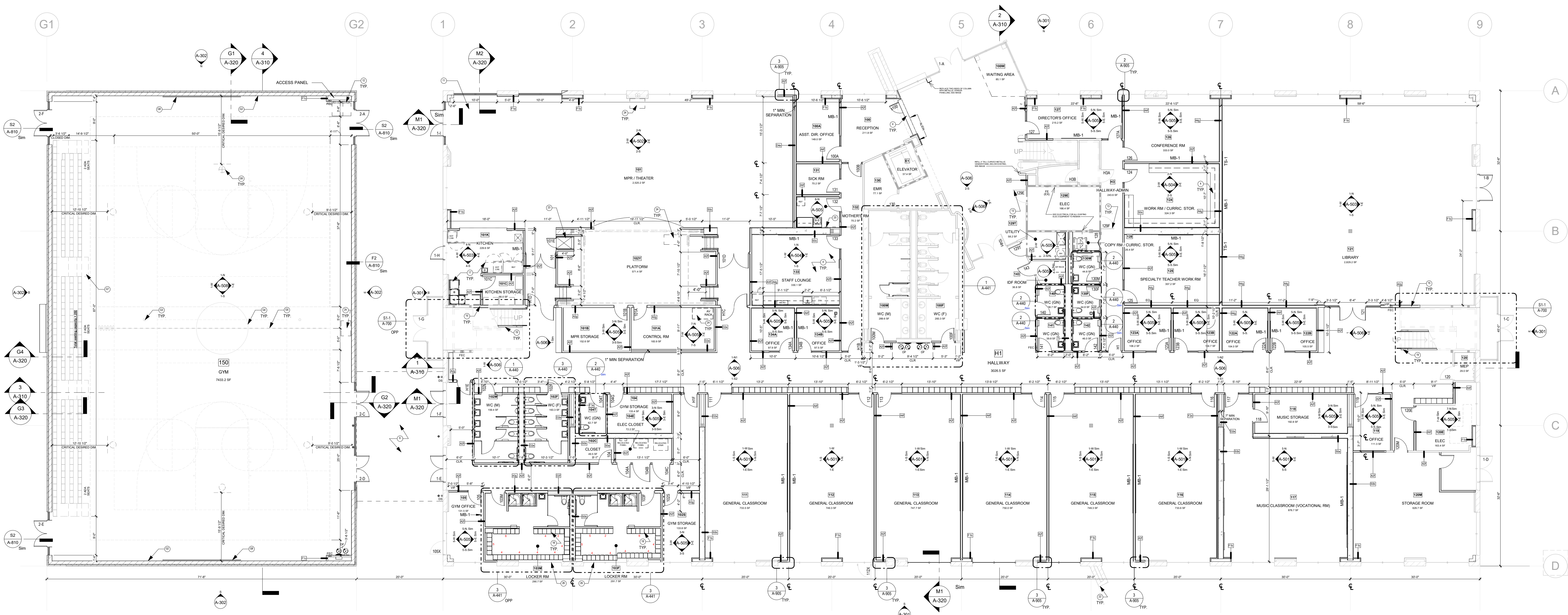
- GYM**
- G1. FLOOR OPENING ABOVE, TYP
 - G2. SIGNAGE & SCOREBOARD ABOVE, SEE ELECTRICAL TYP
 - G3. VOLLEYBALL STANCHION, SEE FLOOR FINISH PLAN FOR DIMENSIONED LOCATION, TYP
 - G4. COURT LINES, SEE A-403 FOR DIMENSIONS, TYP
 - G5. MOTORIZED VERTICALLY RETRACTING DIVIDING CURTAIN ABOVE, SEE STRUCTURAL FOR SUPPORT ELEMENTS
 - G6. MOTORIZED VERTICALLY RETRACTING BASKETBALL HOOPS ABOVE, TYP, SEE ELECTRICAL
 - G7. MOTORIZED HORIZONTALLY RETRACTING BLEACHERS, TYP, SEE ELECTRICAL
 - G8. WALL PAD, SEE INTERIOR ELEVATIONS FOR DIMENSIONS
- 1. EXISTING MEP, FIRE ALARM, FIRE PROTECTION, AND LOW VOLTAGE ELEMENTS TO REMAIN.
 - 2. RELOCATE SALVAGED FIRE EXTINGUISHER TO NEW FIRE EXTINGUISHER CABINET.
 - 3. ALIGN NEW WALLS / HALF-WALLS WITH STRUCTURE ABOVE OR ADJACENT POSTS.
 - 4. NEW CASEWORK, SEE INTERIOR ELEVATIONS AND/OR CASEWORK DRAWINGS.
 - 5. NEW STRUCTURAL POST & FOOTING, SEE STRUCTURAL.
 - 6. NEW STRUCTURAL POST ON EXISTING FOOTING, SEE STRUCTURAL.
 - 7. NEW BEAM OR HEADER ABOVE, SEE STRUCTURAL.
 - 8. MODIFIED BEAM OR HEADER ABOVE, SEE STRUCTURAL.
 - 9. CANOPY ABOVE, SEE A-203 FOR ROOF PLAN INFORMATION
 - 10. NEW CMU EXTERIOR WALL INFILL, MATCH EXISTING & SEE STRUCTURAL.
 - 11. NEW 2" OF CEMENTITIOUS FILL AFTER EXTERIOR PAVING IS REMOVED, SEE STRUCTURAL.
 - 12. NEW ELECTRICAL (EAST) AND FIRE ALARM (WEST) PANELS, SEE ELECTRICAL.
 - 13. EXISTING DOOR WITH REVERSED DOOR SWING, SEE DOOR SCHEDULE A-800.
 - 14. RELOCATED ROOF ACCESS HATCH ABOVE, SEE A-203.
 - 15. PATCH AND MATCH ALL EXISTING FLOOR FINISHES.
 - 16. NEW DISPLAY WALL AND/OR TROPHY CASE, SEE INTERIOR ELEVATIONS.
 - 17. FOOD SERVICE EQUIPMENT, SEE FOOD SERVICE DRAWINGS (OFOI).
 - 18. SALVAGED LOCKERS IN RELOCATED POSITION, SEE INTERIOR ELEVATIONS.
 - 19. EXISTING STAIR GAUDRAILS AND HANDRAILS REPLACED WITH NEW.
 - 20. NEW FLOOR BOXES , SEE FLOOR FINISH PLAN A-402.
 - 21. SOFFIT ABOVE, SEE INTERIOR ELEVATION A-508 FOR INFORMATION.
 - 22. PATCH STONE FINISHES TO MATCH EXISTING WHERE EXTERIOR STORAGE WALL IS REMOVED, SEE A-101
 - 23. NEW BUILT-IN ADA LIFT (OFOI).
 - 24. AV CART AND WALL CONTROLS & CONNECTIONS, SEE ELECTRICAL. (ALTERNATE: SYSTEM TO COORDINATE WITH EXISTING STRATFORD WIRELESS MICROPHONES) (ALTERNATE: SYSTEM TO INCLUDE PLATFORM AUDIO MONITORING & MPR EAST/WEST AUDIO MONITORING) (ALTERNATE: PROVIDE CAMERA FOR PERFORMANCE RECORDING AND BROADCASTING) (ALTERNATE: PROVIDE TV MONITORS FOR PERFORMANCE VIEWING @ MOTHERS ROOM & OTHER SCHOOL LOCATIONS.
 - 25. ALTERNATE: PROVIDE TV MONITORS FOR PERFORMANCE VIEWING @ MOTHERS ROOM & OTHER SCHOOL LOCATIONS.
 - 26. EXISTING FROSTED PLASTIC SCREEN PANELS ON WINDOWS TO REMAIN.

FLOOR PLAN NOTES:

- 1. EXISTING CONDITIONS ARE DEPICTED IN CONTRACT DOCUMENTS ONLY AS DEEMED RELEVANT TO DOCUMENTATION OF WORK. FIELD-VERIFY PRIOR TO BID ALL EXISTING CONDITIONS THAT AFFECT WORK, WHETHER OR NOT SAID EXISTING CONDITIONS ARE DEPICTED IN CONTRACT DOCUMENTS. NOTIFY ARCHITECT PRIOR TO BID OF PERCEIVED, POTENTIAL, AND/OR ACTUAL CONFLICTS BETWEEN EXISTING CONDITIONS AND COMPONENTS OF WORK, WHETHER OR NOT SAID EXISTING CONDITIONS ARE DEPICTED IN CONTRACT DOCUMENTS.
- 2. REFER TO CIVIL, LANDSCAPE, MEP, FIRE ALARM, FIRE PROTECTION, IT, AV, SECURITY, AND OTHER DISCIPLINE CONTRACT DOCUMENTS FOR FURTHER DOCUMENTATION OF EXISTING CONDITIONS, WHERE APPLICABLE.
- 3. EXISTING CONDITIONS NOT NOTED FOR DEMOLITION ARE TO REMAIN.
- 4. CIVIL, LANDSCAPE, MEP, FIRE ALARM, FIRE PROTECTION, IT, AV, SECURITY, AND OTHER DISCIPLINE INFORMATION DEPICTED IN ARCHITECTURAL CONTRACT DOCUMENTS IS DEPICTED ONLY AS DEEMED RELEVANT TO DOCUMENTATION OF ARCHITECTURAL COMPONENTS OF WORK. ANY SUCH INFORMATION IS STRICTLY FOR INFORMATION, DIMENSIONAL LOCATION, AND COORDINATION ONLY, WHERE APPLICABLE. REFER TO EACH DISCIPLINE'S CONTRACT DOCUMENTS FOR ADDITIONAL INFORMATION. NOTIFY ARCHITECT PRIOR TO BID OF SPECIFIC PERCEIVED, POTENTIAL, AND/OR ACTUAL CONFLICTS BETWEEN INTENT OF ARCHITECTURAL CONTRACT DOCUMENTS AND INFORMATION DEPICTED IN OTHER DISCIPLINE'S CONTRACT DOCUMENTS.
- 5. DIMENSIONS SHOWN ARE TO FACE OF FINISH, FACE OF MASONRY, FACE OF CONCRETE, OR CENTERLINE OF COLUMN OR GRID LINE UNLESS NOTED OTHERWISE.
- 6. DIMENSIONS AT INTERIOR DOOR, SIDELITE, AND OTHER OPENINGS ARE DOOR OR GLASS SIDE FINISHED FACE OF FRAME DIMENSIONS UNLESS OTHERWISE NOTED. SEE OPENING DETAILS FOR MORE INFORMATION.
- 7. DOORS NOT LOCATED BY PLAN OR DETAIL DIMENSION ARE TO BE CENTERED IN WALLS AS SHOWN OR LOCATED WITH DOOR SIDE FINISHED FACE OF FRAME 4" FROM FACE OF WALL FINISH.
- 8. USE DIMENSIONS SHOWN, IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM DRAWINGS. CROSS CHECK DETAILS AND DIMENSIONS SHOWN ON THE ARCHITECTURAL DRAWINGS WITH RELATED REQUIREMENTS ON THE STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND OTHER DRAWINGS WHERE APPLICABLE. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
- 9. CONDITIONS AND DETAILS MARKED "TYPICAL" SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY INDICATED OTHERWISE. TYPICAL DETAILS NOT REFERENCED ON DRAWINGS APPLY UNLESS NOTED OTHERWISE BY SPECIFIC NOTES AND DETAILS. WHERE NO SPECIFIC DETAIL IS SHOWN, THE CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR THE TYPICAL CONSTRUCTION OF THE PROJECT.
- 10. WHERE NO SPECIFIC STANDARDS ARE APPLIED TO A MATERIAL OR METHOD OF CONSTRUCTION TO BE USED ON THE WORK, ALL SUCH MATERIAL AND METHODS ARE TO MAINTAIN STANDARDS OF THE INDUSTRY AND, WHERE APPLICABLE, MANUFACTURER'S INSTRUCTIONS.
- 11. LOADING OF CONSTRUCTION MATERIALS SHALL NOT EXCEED THE BUILDING AREA'S DESIGN LIVE LOAD PER SQUARE FOOT.
- 12. ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND OTHER DISCIPLINES ELEMENTS WITH APPROPRIATE TRADES, DRAWINGS, AND SUBCONTRACTORS PRIOR TO CONSTRUCTION.
- 13. PROVIDE ALL NECESSARY ANCHORAGE BLOCKING, BACKING, FRAMING FOR HANDRAILS, DOOR STOPS, CASEWORK, SHELVING, MIRRORS, WALL MOUNTED EQUIPMENT, AND ALL OTHER SPECIALTY, ACCESSORY, AND EQUIPMENT ITEMS AS REQUIRED FOR COMPLETE INSTALLATION.
- 14. CONFIRM ALL ROUGH OPENING DIMENSIONS FOR DOORS AND WINDOWS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 15. SEE WALL TYPE DETAIL SHEET(S) FOR DEFLECTION HEAD DETAILS, WALL TO STRUCTURE DETAILS, ACOUSTIC WALL DETAILS, FIRE RATED WALL DETAILS, AND OTHER TYPICAL WALL DETAILS.
- 16. FOR ALL ASSEMBLY AREAS WITH AUDIO AMPLIFICATION SYSTEMS, PROVIDE ASSISTIVE LISTENING SYSTEMS IN ACCORDANCE WITH SBC SECTION 1108.2.7. SEE ELECTRICAL DRAWINGS AND SPECIFICATIONS WHERE APPLICABLE.
- 17. PROVIDE NEW SIGNAGE AT EVERY ROOM, EMERGENCY & SAFETY SIGNAGE AS REQUIRED, AND OTHER SIGNAGE AS NOTED ON THE FINISH AND SIGNAGE PLANS.
- 18. SEE INTERIOR ELEVATIONS & CASEWORK DETAILS FOR ALL CASEWORK AND MILLWORK.
- 19. SEE THE DOOR AND FRAME SCHEDULE FOR EXISTING, RELOCATED, AND NEW HARDWARE AND OTHER PROVISIONS AT EXISTING, RELOCATED, AND NEW DOORS.
- 20. AT ALL INTERIOR FLOOR LOCATIONS OF SAWCUTTING, TRENCHING, & OTHER WORK FOR MEP SERVICES & ALL DISCIPLINES, PATCH ALL ELEMENTS TO MATCH EXISTING INCLUDING CONCRETE AND ALL OTHER FINISHES.
- 21. AT ALL INTERIOR AND EXTERIOR WALL AND CEILING LOCATIONS OF REMOVAL FOR MEP SERVICES OR THE WORK OF ANY DISCIPLINE, PATCH ALL ELEMENTS TO MATCH EXISTING INCLUDING CONCRETE, CMU, METAL PANEL, GYPSUM BOARD, ACOUSTICAL CEILING TILE, PAINT, AND ALL OTHER MATERIALS AND FINISHES.
- 22. AT ALL SITE LOCATIONS OF SAWCUTTING, TRENCHING, AND FOR MEP SERVICES OR THE WORK OF ANY DISCIPLINE, PATCH ALL ELEMENTS TO MATCH EXISTING INCLUDING GROUND COVER, PLANTING, AND ALL OTHER LANDSCAPE ELEMENTS, AND CONCRETE, ASPHALT AND ALL OTHER SURFACE FINISHES AND SITE CIVIL ELEMENTS.
- 23. PROTECT ALL EXISTING CONSTRUCTION SHOWN TO REMAIN FROM DAMAGE DURING CONSTRUCTION.
- 24. WHERE NEW WORK IS CALLED FOR, SUCH WORK SHALL INCLUDE REMOVAL OF EXISTING FINISHES, SYSTEMS AND RELATED ITEMS REQUIRED TO COMPLETE NEW WORK.
- 25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND HAVE CONTROL OVER CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES (UNLESS A SEQUENCE IS SPECIFIED BY THE OWNER OR CONTRACT DOCUMENTS), PHASING AND PROCEDURES, AND FOR COORDINATING ALL PORTIONS OF THE WORK.
- 26. FIRESTOP ALL PENETRATIONS THROUGH RATED WALLS. SEAL ALL PENETRATIONS THROUGH EXTERIOR WALLS WATERTIGHT.
- 27. PROVIDE MINIMUM RATED 2A: 108°C PORTABLE FIRE EXTINGUISHERS WITH A MAXIMUM PROTECTION AREA OF 3,000 SF SUCH THAT THEY ARE LOCATED WITHIN A 75- FOOT TRAVEL DISTANCE TO ANY POINT IN THE AREA. AT LEAST ONE EXTINGUISHER SHALL BE PROVIDED FOR EACH TENANT SPACE. SIGNAGE SHALL BE PROVIDED FOR EACH EXTINGUISHER AND SHALL BE ACCEPTABLE TO THE FIRE DEPARTMENT. EXTINGUISHERS SHALL BE MOUNTED SUCH THAT THE TOP OF THE EXTINGUISHER IS NOT HIGHER THAN 48 INCHES ABOVE FLOOR LEVEL.

WALL TYPE NOTES:

- A1
1 HR
WALL CONSTRUCTION TYPE - SEE WALL TYPES
FIRE RATED CONSTRUCTION DESIGNATION (IN HOURS)
 - API
PROVIDE ACCESS PANEL FOR EQUIPMENT
- 1. NOTED WALL TYPE DEPICTS TYPICAL WALL CONSTRUCTION. SEE INTERIOR ELEVATIONS, WALL TYPES, AND WALL TYPE DETAILS FOR ADDITIONAL INFORMATION.
 - 2. AT NEW WALL CONSTRUCTION, MOISTURE RESISTANT GYPSUM BOARD IS TO BE USED IN ALL TOILET ROOMS AND KITCHEN AREAS, AND ON ALL WALLS WITH SINKS AND DRINKING FOUNTAINS. PROVIDE TILE BACKER BOARD BEHIND ALL CERAMIC TILE APPLICATIONS.
 - 3. SEE INTERIOR ELEVATIONS FOR LOCATIONS AND EXTENTS OF APPLIED WALL FINISHES.
 - 4. WHERE A LENGTH OF WALL IS INTERSECTED BY PERPENDICULAR WALLS, WALL TYPE TO BE CONTINUOUS BETWEEN WALL TYPE TAGS UNLESS OTHERWISE NOTED.

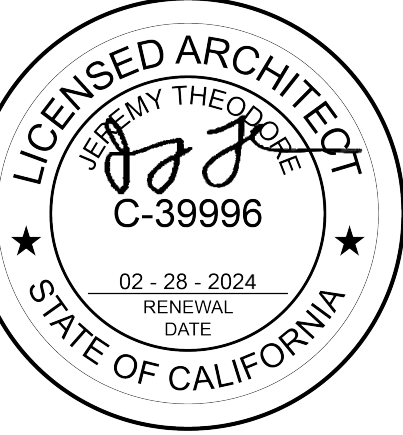


1 L1 FLOOR PLAN
3/32" = 1'-0"



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Stratford Schools
Stratford Preparatory School - Milpitas

1323 Great Wall Drive, Milpitas, CA 95035

CUP SET		
07/11/2023		
REV	DATE	DESCRIPTION
1	12/05/2023	CUP REVISION 1
2	03/04/2024	CUP REVISION 2
3	04/23/2024	CUP REVISION 3
4	05/17/2024	CUP REVISION 4

JOB NUMBER: 23043

FLOOR PLAN KEYNOTES:

- QYM**
- G1. FLOOR OPENING ABOVE, TYP
 - G2. SIGNAGE & SCOREBOARD ABOVE, SEE ELECTRICAL TYP
 - G3. VOLLEYBALL STANCHION, SEE FLOOR FINISH PLAN FOR DIMENSIONED LOCATION, TYP
 - G4. COURT LINES, SEE A-403 FOR DIMENSIONS, TYP
 - G5. MOTORIZED VERTICALLY RETRACTING DIVIDING CURTAIN ABOVE, SEE STRUCTURAL FOR SUPPORT ELEMENTS
 - G6. MOTORIZED VERTICALLY RETRACTING BASKETBALL HOOPS ABOVE, TYP, SEE ELECTRICAL
 - G7. MOTORIZED HORIZONTALLY RETRACTING BLEACHERS, TYP, SEE ELECTRICAL
 - G8. WALL PAD, SEE INTERIOR ELEVATIONS FOR DIMENSIONS
- 1. EXISTING MEP, FIRE ALARM, FIRE PROTECTION, AND LOW VOLTAGE ELEMENTS TO REMAIN.
 - 2. RELOCATE SALVAGED FIRE EXTINGUISHER TO NEW FIRE EXTINGUISHER CABINET.
 - 3. ALIGN NEW WALLS / HALF-WALLS WITH STRUCTURE ABOVE OR ADJACENT POSTS.
 - 4. NEW CASEWORK, SEE INTERIOR ELEVATIONS AND/OR CASEWORK DRAWINGS.
 - 5. NEW STRUCTURAL POST & FOOTING, SEE STRUCTURAL.
 - 6. NEW STRUCTURAL POST ON EXISTING FOOTING, SEE STRUCTURAL.
 - 7. NEW BEAM OR HEADER ABOVE, SEE STRUCTURAL.
 - 8. MODIFIED BEAM OR HEADER ABOVE, SEE STRUCTURAL.
 - 9. CANOPY ABOVE, SEE A-203 FOR ROOF PLAN INFORMATION
 - 10. NEW CMU EXTERIOR WALL INFILL, MATCH EXISTING & SEE STRUCTURAL.
 - 11. NEW 2" OF CEMENTITIOUS FILL AFTER EXTERIOR PAVING IS REMOVED, SEE STRUCTURAL.
 - 12. NEW ELECTRICAL (EAST) AND FIRE ALARM (WEST) PANELS, SEE ELECTRICAL.
 - 13. EXISTING DOOR WITH REVERSED DOOR SWING, SEE DOOR SCHEDULE A-800.
 - 14. RELOCATED ROOF ACCESS HATCH ABOVE, SEE A-203.
 - 15. PATCH AND MATCH ALL EXISTING FLOOR FINISHES.
 - 16. NEW DISPLAY WALL AND/OR TROPHY CASE, SEE INTERIOR ELEVATIONS.
 - 17. FOOD SERVICE EQUIPMENT, SEE FOOD SERVICE DRAWINGS (OFOI).
 - 18. SALVAGED LOCKERS IN RELOCATED POSITION, SEE INTERIOR ELEVATIONS.
 - 19. EXISTING STAIR GAUDRAILS AND HANDRAILS REPLACED WITH NEW.
 - 20. NEW FLOOR BOXES , SEE FLOOR FINISH PLAN A-402.
 - 21. SOFFIT ABOVE, SEE INTERIOR ELEVATION A-508 FOR INFORMATION.
 - 22. PATCH STONE FINISHES TO MATCH EXISTING WHERE EXTERIOR STORAGE WALL IS REMOVED, SEE A-101
 - 23. NEW BUILT-IN ADA LIFT (OFOI).
 - 24. AV CART AND WALL CONTROLS & CONNECTIONS, SEE ELECTRICAL.
(ALTERNATE: SYSTEM TO COORDINATE WITH EXISTING STRATFORD WIRELESS MICROPHONES)
(ALTERNATE: SYSTEM TO INCLUDE PLATFORM AUDIO MONITORING & MPR EAST/WEST AUDIO MONITORING)
(ALTERNATE: PROVIDE CAMERA FOR PERFORMANCE RECORDING AND BROADCASTING)
(ALTERNATE: PROVIDE TV MONITORS FOR PERFORMANCE VIEWING @ MOTHERS ROOM & OTHER SCHOOL LOCATIONS.
 - 25. ALTERNATE: PROVIDE TV MONITORS FOR PERFORMANCE VIEWING @ MOTHERS ROOM & OTHER SCHOOL LOCATIONS.
 - 26. EXISTING FROSTED PLASTIC SCREEN PANELS ON WINDOWS TO REMAIN.

FLOOR PLAN NOTES:

- 1. EXISTING CONDITIONS ARE DEPICTED IN CONTRACT DOCUMENTS ONLY AS DEEMED RELEVANT TO DOCUMENTATION OF WORK. FIELD-VERIFY PRIOR TO BID ALL EXISTING CONDITIONS THAT AFFECT WORK, WHETHER OR NOT SAID EXISTING CONDITIONS ARE DEPICTED IN CONTRACT DOCUMENTS. NOTIFY ARCHITECT PRIOR TO BID OF PERCEIVED, POTENTIAL, AND/OR ACTUAL CONFLICTS BETWEEN EXISTING CONDITIONS AND COMPONENTS OF WORK, WHETHER OR NOT SAID EXISTING CONDITIONS ARE DEPICTED IN CONTRACT DOCUMENTS.
- 2. REFER TO CIVIL, LANDSCAPE, MEP, FIRE ALARM, FIRE PROTECTION, IT, AV, SECURITY, AND OTHER DISCIPLINE CONTRACT DOCUMENTS FOR FURTHER DOCUMENTATION OF EXISTING CONDITIONS, WHERE APPLICABLE.
- 3. EXISTING CONDITIONS NOT NOTED FOR DEMOLITION ARE TO REMAIN.
- 4. CIVIL, LANDSCAPE, MEP, FIRE ALARM, FIRE PROTECTION, IT, AV, SECURITY, AND OTHER DISCIPLINE INFORMATION DEPICTED IN ARCHITECTURAL CONTRACT DOCUMENTS IS DEPICTED ONLY AS DEEMED RELEVANT TO DOCUMENTATION OF ARCHITECTURAL COMPONENTS OF WORK. ANY SUCH INFORMATION IS STRICTLY FOR INFORMATION, DIMENSIONAL LOCATION, AND COORDINATION ONLY, WHERE APPLICABLE. REFER TO EACH DISCIPLINE'S CONTRACT DOCUMENTS FOR ADDITIONAL INFORMATION. NOTIFY ARCHITECT PRIOR TO BID OF SPECIFIC PERCEIVED, POTENTIAL, AND/OR ACTUAL CONFLICTS BETWEEN INTENT OF ARCHITECTURAL CONTRACT DOCUMENTS AND INFORMATION DEPICTED IN OTHER DISCIPLINE'S CONTRACT DOCUMENTS.
- 5. DIMENSIONS SHOWN ARE TO FACE OF FINISH, FACE OF MASONRY, FACE OF CONCRETE, OR CENTERLINE OF COLUMN OR GRID LINE UNLESS NOTED OTHERWISE.
- 6. DIMENSIONS AT INTERIOR DOOR, SIDELITE, AND OTHER OPENINGS ARE DOOR OR GLASS SIDE FINISHED FACE OF FRAME DIMENSIONS UNLESS OTHERWISE NOTED. SEE OPENING DETAILS FOR MORE INFORMATION.
- 7. DOORS NOT LOCATED BY PLAN OR DETAIL DIMENSION ARE TO BE CENTERED IN WALLS AS SHOWN OR LOCATED WITH DOOR SIDE FINISHED FACE OF FRAME 4" FROM FACE OF WALL FINISH.
- 8. USE DIMENSIONS SHOWN, IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM DRAWINGS. CROSS CHECK DETAILS AND DIMENSIONS SHOWN ON THE ARCHITECTURAL DRAWINGS WITH RELATED REQUIREMENTS ON THE STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND OTHER DRAWINGS WHERE APPLICABLE. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
- 9. CONDITIONS AND DETAILS MARKED "TYPICAL" SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY INDICATED OTHERWISE. TYPICAL DETAILS NOT REFERENCED ON DRAWINGS APPLY UNLESS NOTED OTHERWISE BY SPECIFIC NOTES AND DETAILS. WHERE NO SPECIFIC DETAIL IS SHOWN, THE CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR THE TYPICAL CONSTRUCTION OF THE PROJECT.
- 10. WHERE NO SPECIFIC STANDARDS ARE APPLIED TO A MATERIAL OR METHOD OF CONSTRUCTION TO BE USED ON THE WORK, ALL SUCH MATERIAL AND METHODS ARE TO MAINTAIN STANDARDS OF THE INDUSTRY AND, WHERE APPLICABLE, MANUFACTURER'S INSTRUCTIONS.
- 11. LOADING OF CONSTRUCTION MATERIALS SHALL NOT EXCEED THE BUILDING AREA'S DESIGN LIVE LOAD PER SQUARE FOOT.
- 12. ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND OTHER DISCIPLINES ELEMENTS WITH APPROPRIATE TRADES, DRAWINGS, AND SUBCONTRACTORS PRIOR TO CONSTRUCTION.
- 13. PROVIDE ALL NECESSARY ANCHORAGE BLOCKING, BACKING, FRAMING FOR HANDRAILS, DOOR STOPS, CASEWORK, SHELVING, MIRRORS, WALL MOUNTED EQUIPMENT, AND ALL OTHER SPECIALTY, ACCESSORY, AND EQUIPMENT ITEMS AS REQUIRED FOR COMPLETE INSTALLATION.
- 14. CONFIRM ALL ROUGH OPENING DIMENSIONS FOR DOORS AND WINDOWS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 15. SEE WALL TYPE DETAIL SHEET(S) FOR DEFLECTION HEAD DETAILS, WALL TO STRUCTURE DETAILS, ACOUSTIC WALL DETAILS, FIRE RATED WALL DETAILS, AND OTHER TYPICAL WALL DETAILS.
- 16. FOR ALL ASSEMBLY AREAS WITH AUDIO AMPLIFICATION SYSTEMS, PROVIDE ASSISTIVE LISTENING SYSTEMS IN ACCORDANCE WITH SEC SECTION 1108.2.7. SEE ELECTRICAL DRAWINGS AND SPECIFICATIONS WHERE APPLICABLE.
- 17. PROVIDE NEW SIGNAGE AT EVERY ROOM, EMERGENCY & SAFETY SIGNAGE AS REQUIRED, AND OTHER SIGNAGE AS NOTED ON THE FINISH AND SIGNAGE PLANS.
- 18. SEE INTERIOR ELEVATIONS & CASEWORK DETAILS FOR ALL CASEWORK AND MILLWORK.
- 19. SEE THE DOOR AND FRAME SCHEDULE FOR EXISTING, RELOCATED, AND NEW HARDWARE AND OTHER PROVISIONS AT EXISTING, RELOCATED, AND NEW DOORS.
- 20. AT ALL INTERIOR FLOOR LOCATIONS OF SAWCUTTING, TRENCHING, & OTHER WORK FOR MEP SERVICES & ALL DISCIPLINES, PATCH ALL ELEMENTS TO MATCH EXISTING INCLUDING CONCRETE AND ALL OTHER FINISHES.
- 21. AT ALL INTERIOR AND EXTERIOR WALL AND CEILING LOCATIONS OF REMOVAL FOR MEP SERVICES OR THE WORK OF ANY DISCIPLINE, PATCH ALL ELEMENTS TO MATCH EXISTING INCLUDING CONCRETE, CMU, METAL PANEL, GYPSUM BOARD, ACOUSTICAL CEILING TILE, PAINT, AND ALL OTHER MATERIALS AND FINISHES.
- 22. AT ALL SITE LOCATIONS OF SAWCUTTING, TRENCHING, AND FOR MEP SERVICES OR THE WORK OF ANY DISCIPLINE, PATCH ALL ELEMENTS TO MATCH EXISTING INCLUDING GROUND COVER, PLANTING, AND ALL OTHER LANDSCAPE ELEMENTS, AND CONCRETE, ASPHALT AND ALL OTHER SURFACE FINISHES AND SITE CIVIL ELEMENTS.
- 23. PROTECT ALL EXISTING CONSTRUCTION SHOWN TO REMAIN FROM DAMAGE DURING CONSTRUCTION.
- 24. WHERE NEW WORK IS CALLED FOR, SUCH WORK SHALL INCLUDE REMOVAL OF EXISTING FINISHES, SYSTEMS AND RELATED ITEMS REQUIRED TO COMPLETE NEW WORK.
- 25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND HAVE CONTROL OVER CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES (UNLESS A SEQUENCE IS SPECIFIED BY THE OWNER OR CONTRACT DOCUMENTS), PHASING AND PROCEDURES, AND FOR COORDINATING ALL PORTIONS OF THE WORK.
- 26. FIRESTOP ALL PENETRATIONS THROUGH RATED WALLS. SEAL ALL PENETRATIONS THROUGH EXTERIOR WALLS WATERTIGHT.
- 27. PROVIDE MINIMUM RATED 2A: 108°C PORTABLE FIRE EXTINGUISHERS WITH A MAXIMUM PROTECTION AREA OF 3,300 SF SUCH THAT THEY ARE LOCATED WITHIN A 75-FOOT TRAVEL DISTANCE TO ANY POINT IN THE AREA. AT LEAST ONE EXTINGUISHER SHALL BE PROVIDED FOR EACH TENANT SPACE. SIGNAGE SHALL BE PROVIDED FOR EACH EXTINGUISHER AND SHALL BE ACCEPTABLE TO THE FIRE DEPARTMENT. EXTINGUISHERS SHALL BE MOUNTED SUCH THAT THE TOP OF THE EXTINGUISHER IS NOT HIGHER THAN 48 INCHES ABOVE FLOOR LEVEL.

WALL TYPE NOTES:

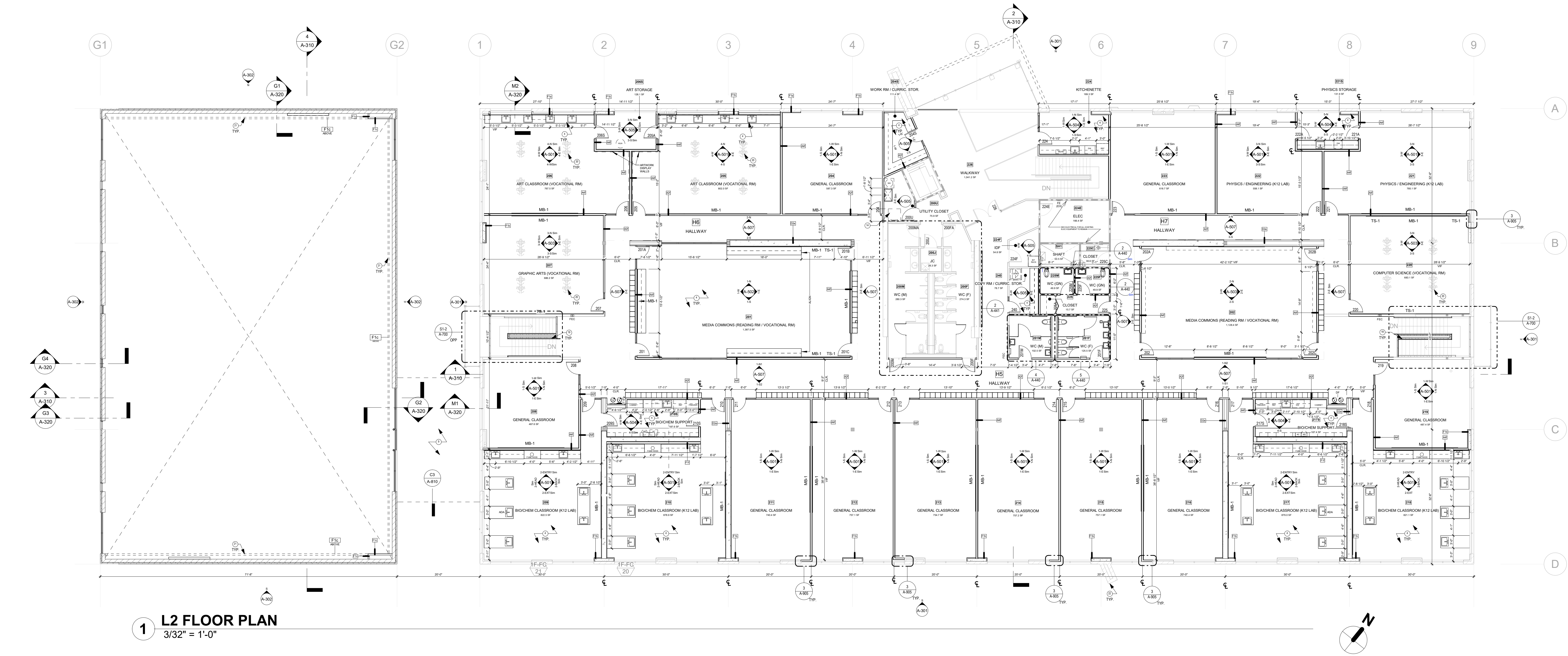
- A1

1 HR

WALL CONSTRUCTION TYPE - SEE WALL TYPES

FIRE RATED CONSTRUCTION DESIGNATION (IN HOURS)
- API

PROVIDE ACCESS PANEL FOR EQUIPMENT
- 1. NOTED WALL TYPE DEPICTS TYPICAL WALL CONSTRUCTION. SEE INTERIOR ELEVATIONS, WALL TYPES, AND WALL TYPE DETAILS FOR ADDITIONAL INFORMATION.
 - 2. AT NEW WALL CONSTRUCTION, MOISTURE RESISTANT GYPSUM BOARD IS TO BE USED IN ALL TOILET ROOMS AND KITCHEN AREAS, AND ON ALL WALLS WITH SINKS AND DRINKING FOUNTAINS. PROVIDE TILE BACKER BOARD BEHIND ALL CERAMIC TILE APPLICATIONS.
 - 3. SEE INTERIOR ELEVATIONS FOR LOCATIONS AND EXTENTS OF APPLIED WALL FINISHES.
 - 4. WHERE A LENGTH OF WALL IS INTERSECTED BY PERPENDICULAR WALLS, WALL TYPE TO BE CONTINUOUS BETWEEN WALL TYPE TAGS UNLESS OTHERWISE NOTED.



1 L2 FLOOR PLAN
3/32" = 1'-0"

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LICENSED ARCHITECT

SEATTLE, WA

C-39996

02-28-2024

RENEWAL DATE

STATE OF CALIFORNIA

Stratford Schools

Stratford Preparatory School - Milpitas

CUP SET

07/11/2023

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JOB NUMBER:

23043

2ND FLOOR PLAN

A-202

Page 407 of 663

ROOF LEGEND:

- R1 - 2 PLY MODIFIED BITUMINOUS MEMBRANE ROOFING ON COVER BOARD ON R-30 RIGID INSULATION ON VAPOR BARRIER ON STRUCTURAL DECKING
- R2 - 2 PLY MODIFIED BITUMINOUS MEMBRANE ROOFING ON COVER BOARD
- R3 - STRUCTURAL METAL DECK ROOFING ON STEEL STRUCTURE
- R4 - THERMOPLASTIC POLYOLEFIN ROOFING ON COVER BOARD ON R-30 RIGID INSULATION ON VAPOR BARRIER ON STRUCTURAL DECKING
- GUTTER
- DOWNSPOUT
- ROOF DRAIN & OVERFLOW DRAIN
- FALL ARREST ANCHORS

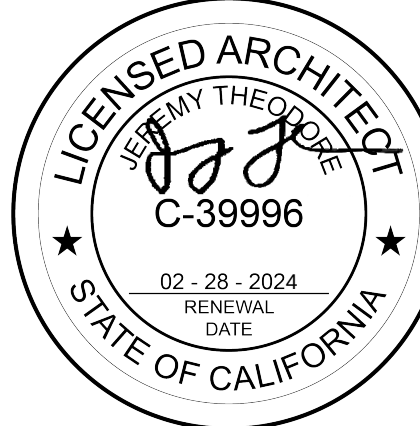
ROOF PLAN NOTES:

1. NOT ALL ROOF PENETRATIONS ARE NECESSARILY SHOWN. COORDINATE WITH STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, LOW VOLTAGE, SECURITY, AND OTHER DISCIPLINE DRAWINGS FOR ADDITIONAL ROOF PENETRATIONS.
2. LOADING OF CONSTRUCTION MATERIALS SHALL NOT EXCEED THE DESIGN LIVE LOAD PER SQUARE FOOT, SEE STRUCTURAL.
3. LOADING OF CONSTRUCTION MATERIALS SHALL NOT EXCEED THE DESIGN LIVE LOAD PER SQUARE FOOT.
4. SEE BUILDING ELEVATIONS, SECTIONS, AND PLANS FOR ROUTE OF DOWNSPOUTS AND OVERFLOW DRAINS.
5. SEE BUILDING ELEVATIONS FOR PAINTING & ALL OTHER EXTERIOR FINISH WORK.
6. WHERE ROOF INSULATION IS REQUIRED, PROVIDE IN A MIN OF (2) LAYERS. LAYER JOINTS SHALL BE STAGGERED.
7. AT ALL ROOF PENETRATIONS, ROOF SHALL BE FLASHED AND SEALED WATERTIGHT PER DETAILS NOTED.
8. CONTRACTOR TO COORDINATE AND VERIFY CURB AND ROOF PENETRATION LOCATIONS.



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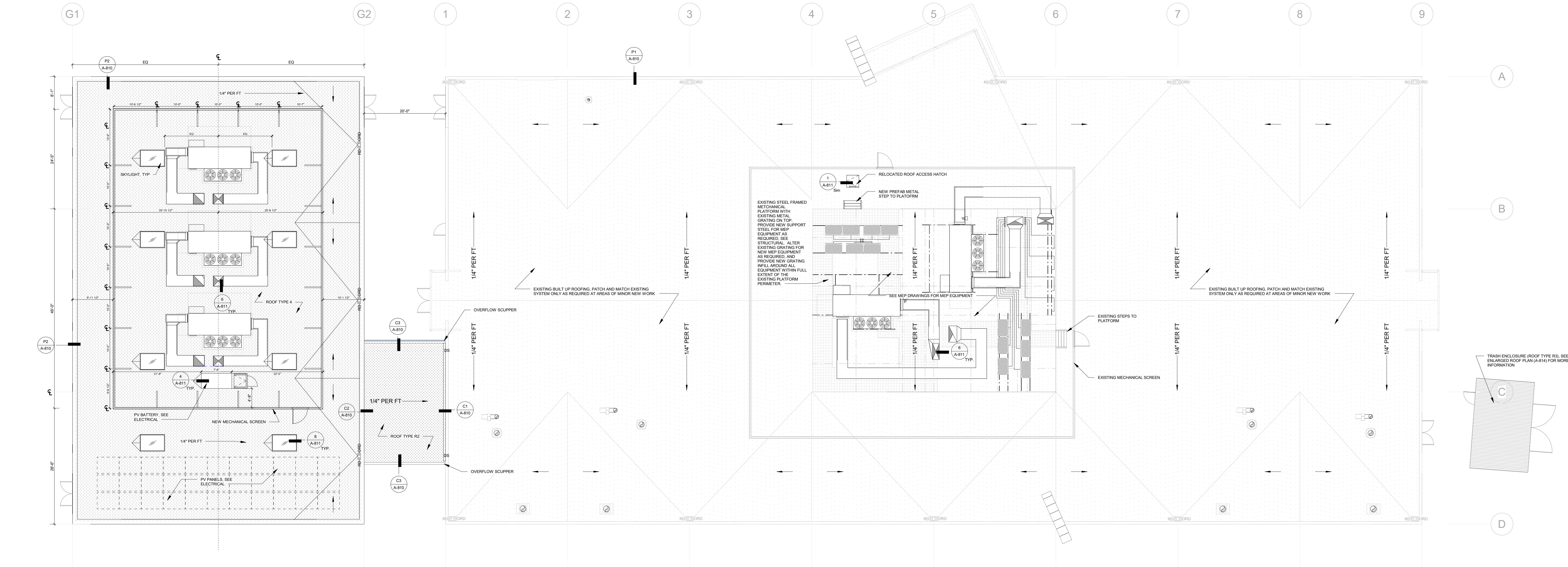
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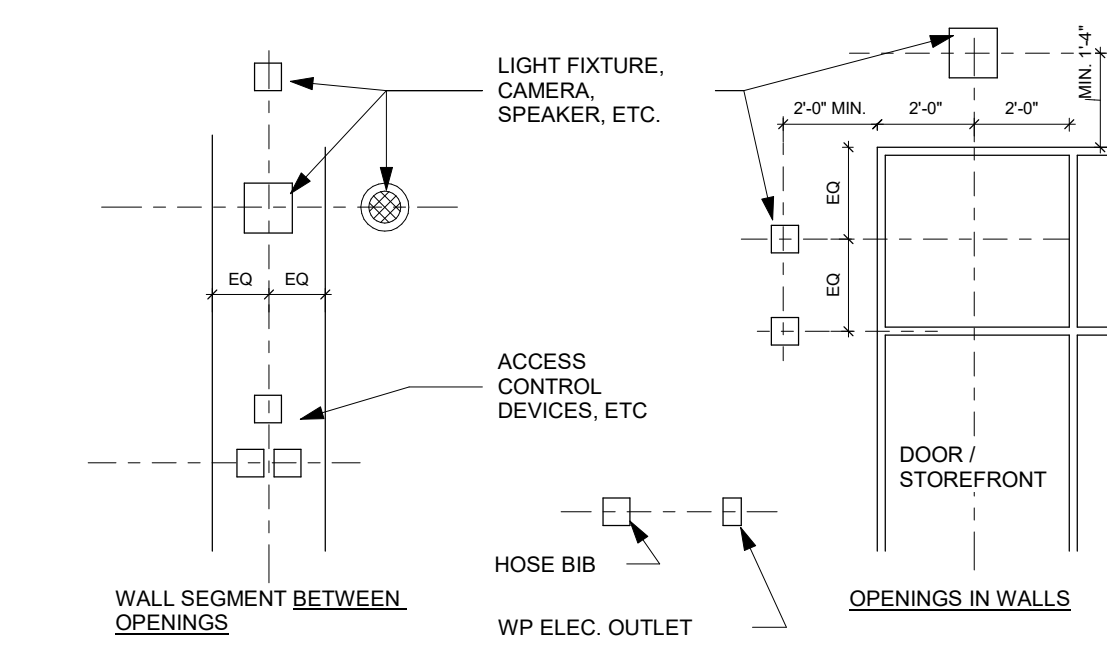
ROOF PLAN

A-203



1 ROOF PLAN
3/32" = 1'-0"

ALIGNMENT CRITERIA:



1. ALIGN ALL DEVICES - ELECTRICAL, MECHANICAL, PLUMBING, FIRE ALARM, FIRE SPRINKLER, IT, AV, SECURITY, AND OTHERS AS INDICATED HERE IN THE ALIGNMENT CRITERIA ABOVE.
2. WHERE DEVICES, FIXTURES, AND OTHER ELEMENTS IN MEP-FA-FP-IT-AV-SEC OR OTHER DOCUMENTS ARE INDICATED IN THE SAME LOCATIONS, ALIGN THEM VERTICALLY AS INDICATED.
3. WHERE DEVICES ARE INDICATED ABOVE OR BESIDE A STOREFRONT (WINDOW), LOUVER, OR DOOR, MOUNT THEM CENTERED ON INTERMEDIATE FRAMES (VERTICAL AND HORIZONTAL), OR CENTERED ABOVE THE GLAZING PANEL OR DOOR.

GENERAL NOTES:

1. PROVIDE NEW DEVICES AS SHOWN. ALL FIXTURES AND DEVICES MAY NOT BE AS SHOWN. COORDINATE WITH THE DRAWINGS OF OTHER DISCIPLINES FOR ALL FIXTURES AND DEVICES.
2. PROVIDE NEW SIGNAGE PER SIGN TYPES SHOWN.
3. FINISHES, CONTROL JOINTS AND REVEALS SHOWN ON FRONT SIDES OF BUILT-OUT FEATURES SHALL CONTINUE AT RETURNS AND BACK SIDES WHERE OCCUR.

FINISH LEGEND:

MATERIALS & SYSTEMS

- CONCRETE**
SMOOTH PRECAST CONCRETE PANELS W/ FORMED SCORE LINES - ACI-301, ACI-303.1, ACI-533R, ACI-551.1R, PCI-MNL-122
- SMOOTH METAL PANEL**
PAC-CLAD - PAC-3000 RS (PREFINISHED - PVDF - KYNAR 500)
- PREFAB HORIZONTAL RIB METAL PANEL MECHANICAL SCREEN**
ROOF/SCREEN - 7'2 RIB PANEL ON "SC3 FRAME" (PREFINISHED - PVDF - KYNAR 5000 - P-5)
- PRECISION FACE CMU**
AIR VOL BLOCK - PRECISION - COLOR #60B47E - 8X8X16 - RUNNING BOND - ASTM-C-90 (PAINTED, P-5)
- ORNAMENTAL METAL FENCING**
METAL POSTS, TOP & BOTTOM RAILS, AND INTERMEDIATE VERTICALS, MATCH EXISTING (PREFINISHED - POLYESTER COAT, P-6)
- ALUMINUM STOREFRONT**
KAWNEER - 451T, CENTER GLAZED W/ 1" INSULATED GLAZING & FULL LITE DOORS (PREFINISHED - CLEAR ANODIZED, MATCH EXISTING)

GLAZING TYPES

- IT-1 EXTERIOR INSULATED CLEAR TEMPERED SAFETY GLAZING
- IT-2 EXTERIOR INSULATED BLUE SPANDREL TEMPERED SAFETY GLAZING

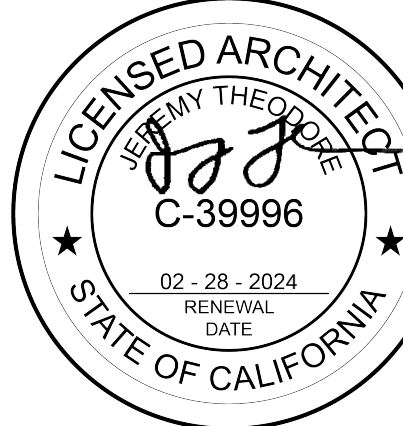
COLORS

- P-1 FIELD WHITE = SHERWIN-WILLIAMS - SW 7007 "CEILING BRIGHT WHITE"
- P-2 STRATFORD LIGHT GRAY = SHERWIN-WILLIAMS - SW 7071 "GRAY SCREEN"
- P-3 STRATFORD BLUE = SHERWIN-WILLIAMS - SW 6811 "HONORABLE BLUE"
- P-4 STRATFORD DARK GRAY = SHERWIN-WILLIAMS - SW 7074 "SOFTWARE"
- P-5 EXTERIOR OFF-WHITE, MATCHING EXISTING OFF-WHITE @ LOWER SCHOOL
- P-6 BLACK = SHERWIN-WILLIAMS - SW 6258 "TRICORN BLACK"
- P-7 STRATFORD RED = SHERWIN-WILLIAMS - SW 6608 "RAVE RED"
- P-8 EXTERIOR GRAY, MATCH EXISTING GRAY @ METAL PANEL COLUMN COVERS



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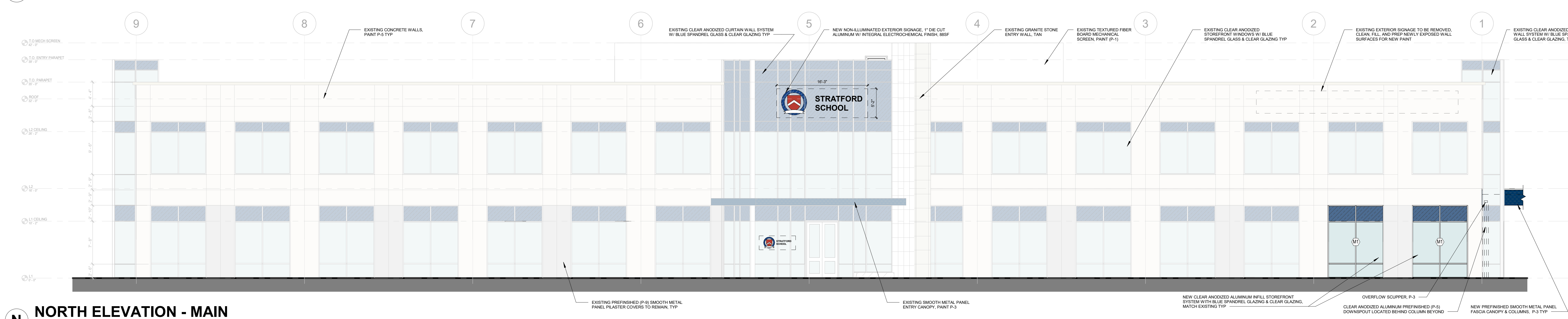
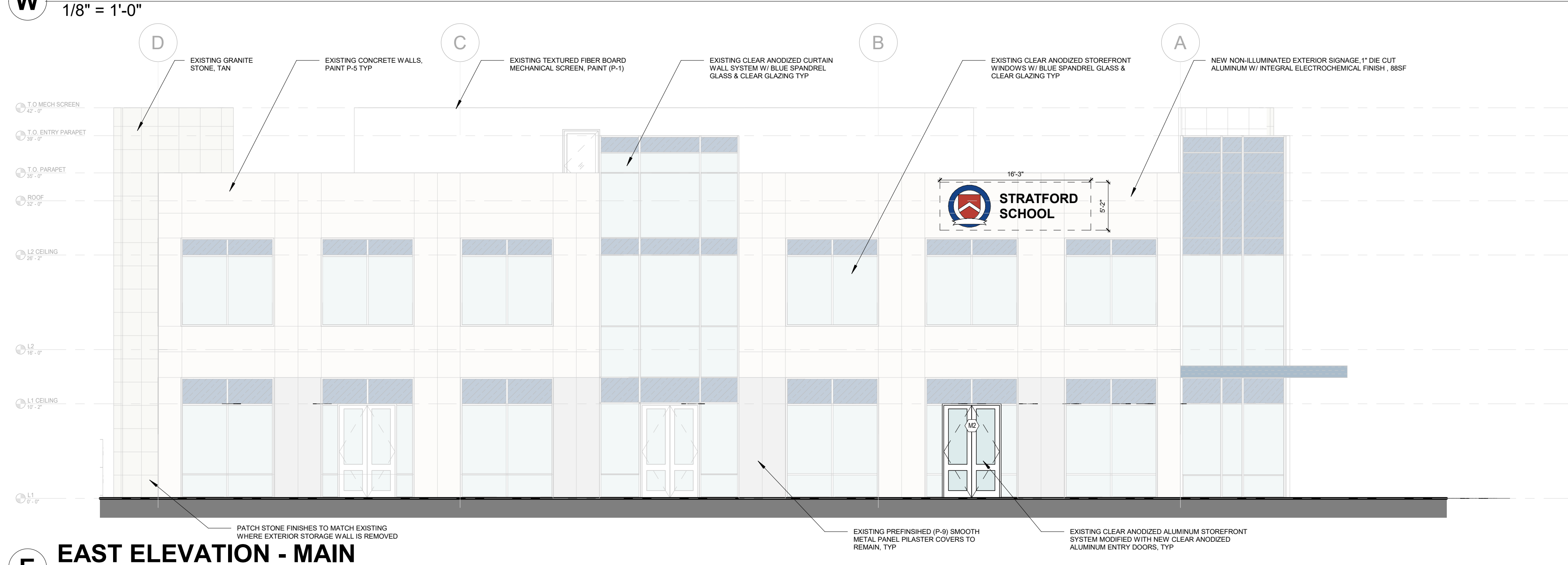
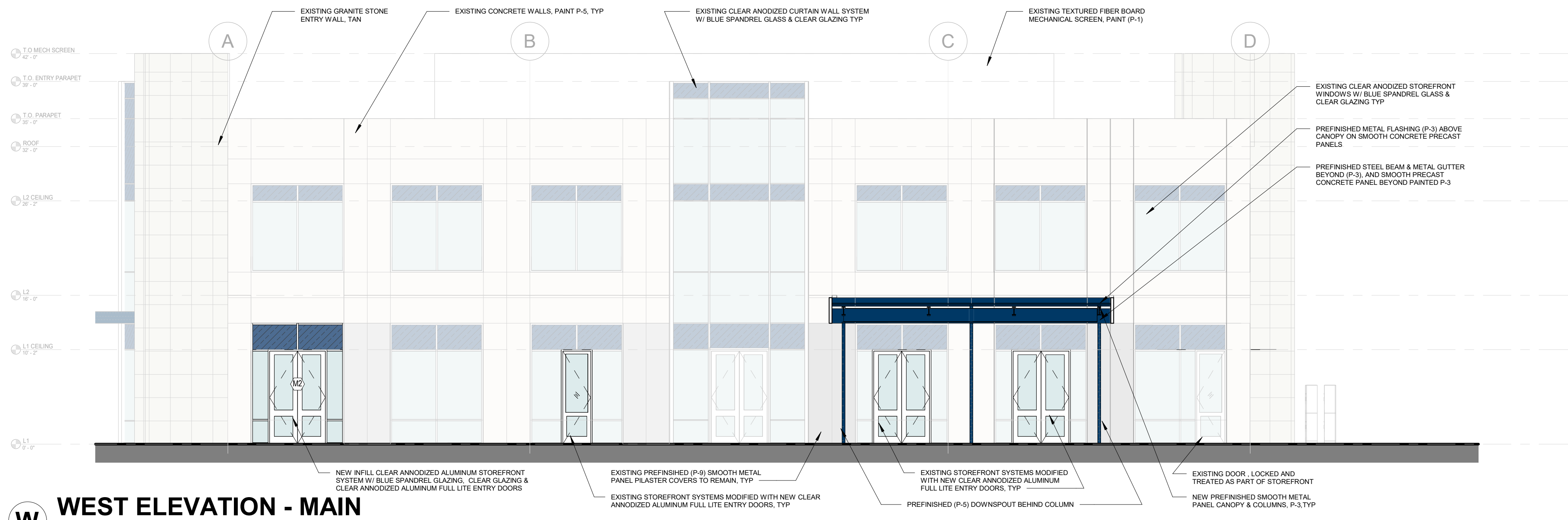
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EXTERIOR
ELEVATIONS - MAIN

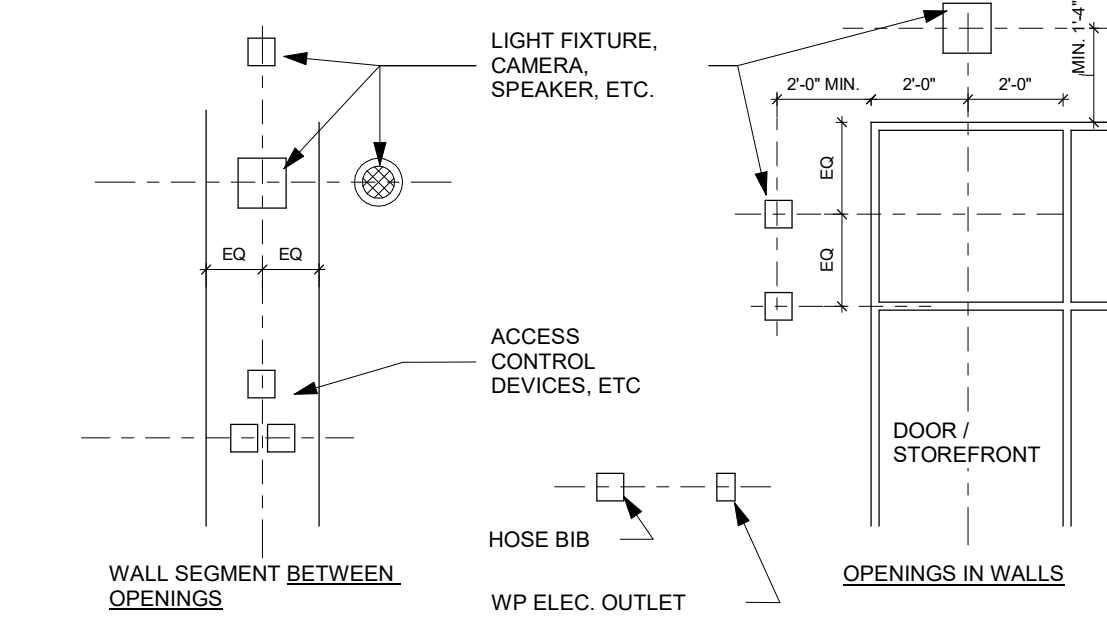
A-301



GENERAL NOTES:

1. PROVIDE NEW DEVICES AS SHOWN. ALL FIXTURES AND DEVICES MAY NOT BE AS SHOWN. COORDINATE WITH THE DRAWINGS OF OTHER DISCIPLINES FOR ALL FIXTURES AND DEVICES.
2. PROVIDE NEW SIGNAGE PER SIGN TYPES SHOWN.
3. FINISHES, CONTROL JOINTS AND REVEALS SHOWN ON FRONT SIDES OF BUILT-OUT FEATURES SHALL CONTINUE AT RETURNS AND BACK SIDES WHERE OCCUR.

ALIGNMENT CRITERIA:



1. ALIGN ALL DEVICES - ELECTRICAL, MECHANICAL, PLUMBING, FIRE ALARM, FIRE SPRINKLER, IT, AV, SECURITY, AND OTHERS AS INDICATED HERE IN THE ALIGNMENT CRITERIA ABOVE.
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FINISH LEGEND:

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KAWNEER - 451T, CENTER GLAZED W/ 1" INSULATED GLAZING & FULL LITE DOORS (PREFINISHED - CLEAR ANODIZED, MATCH EXISTING)

GLAZING TYPES

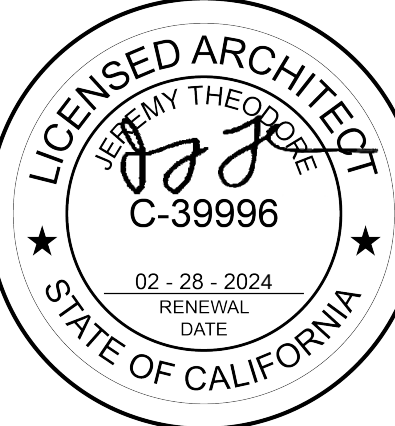
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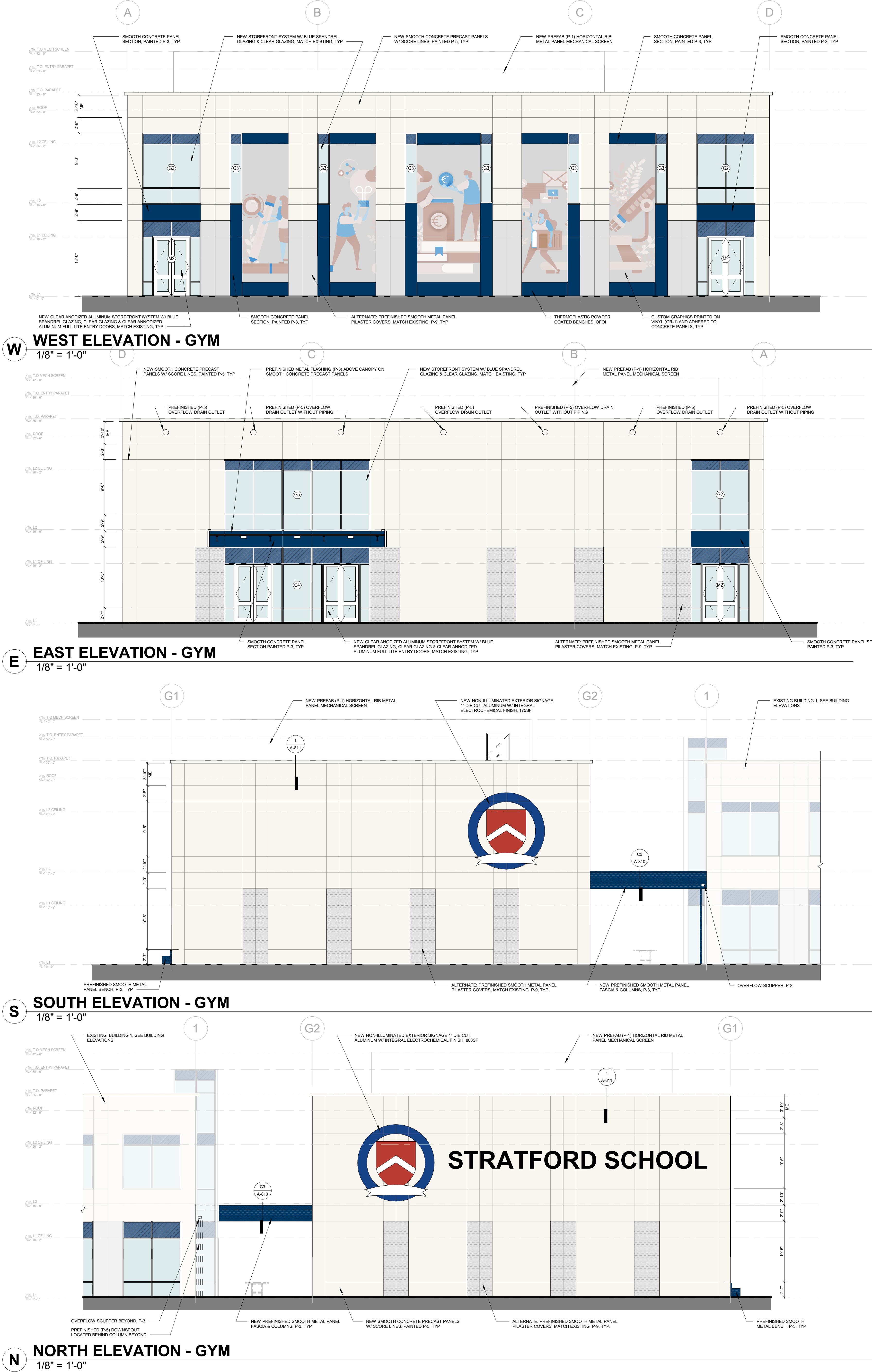
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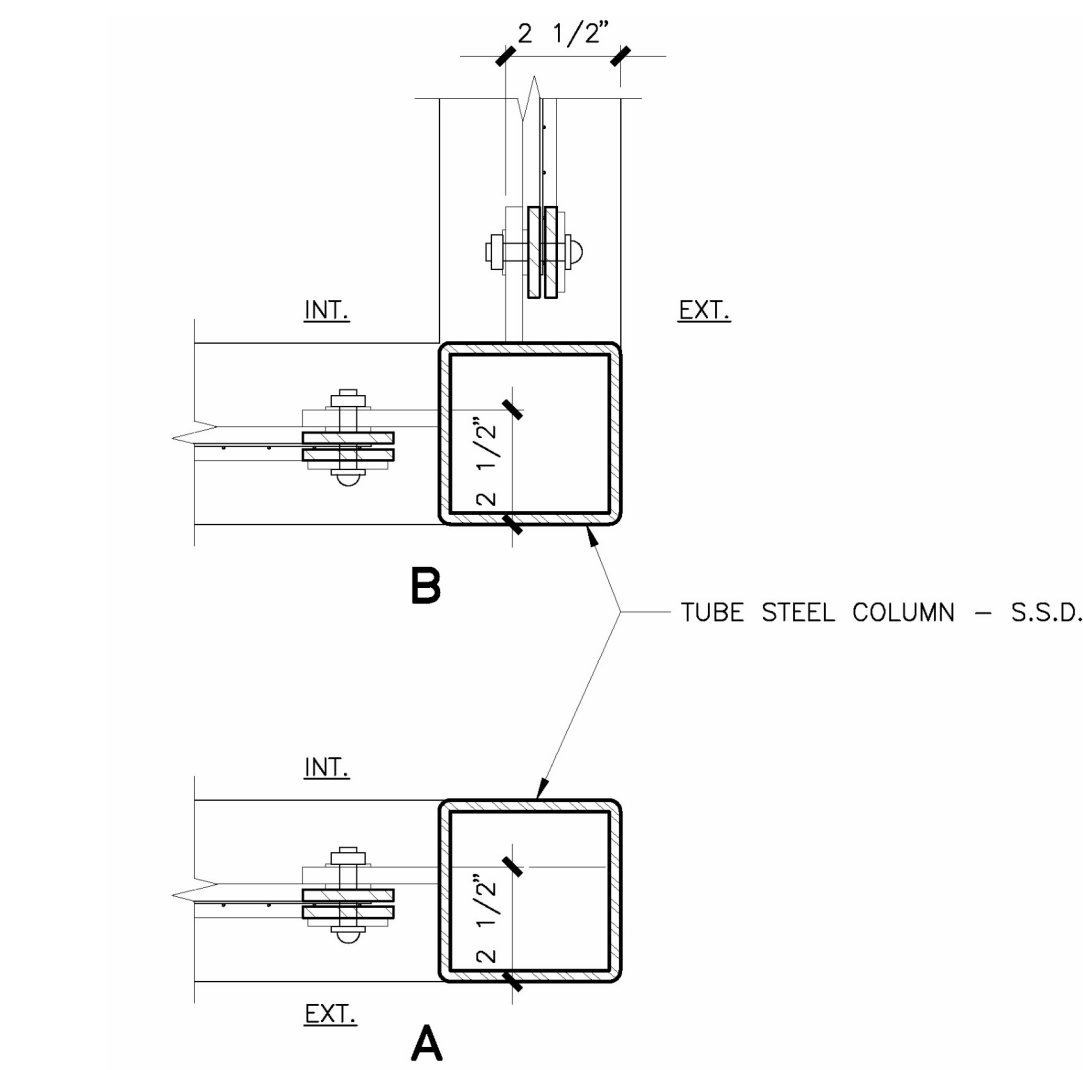
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1	12/05/2023	CUP REVISION 1
2	03/04/2024	CUP REVISION 2
3	04/23/2024	CUP REVISION 3
4	05/17/2024	CUP REVISION 4

JOB NUMBER: 23043

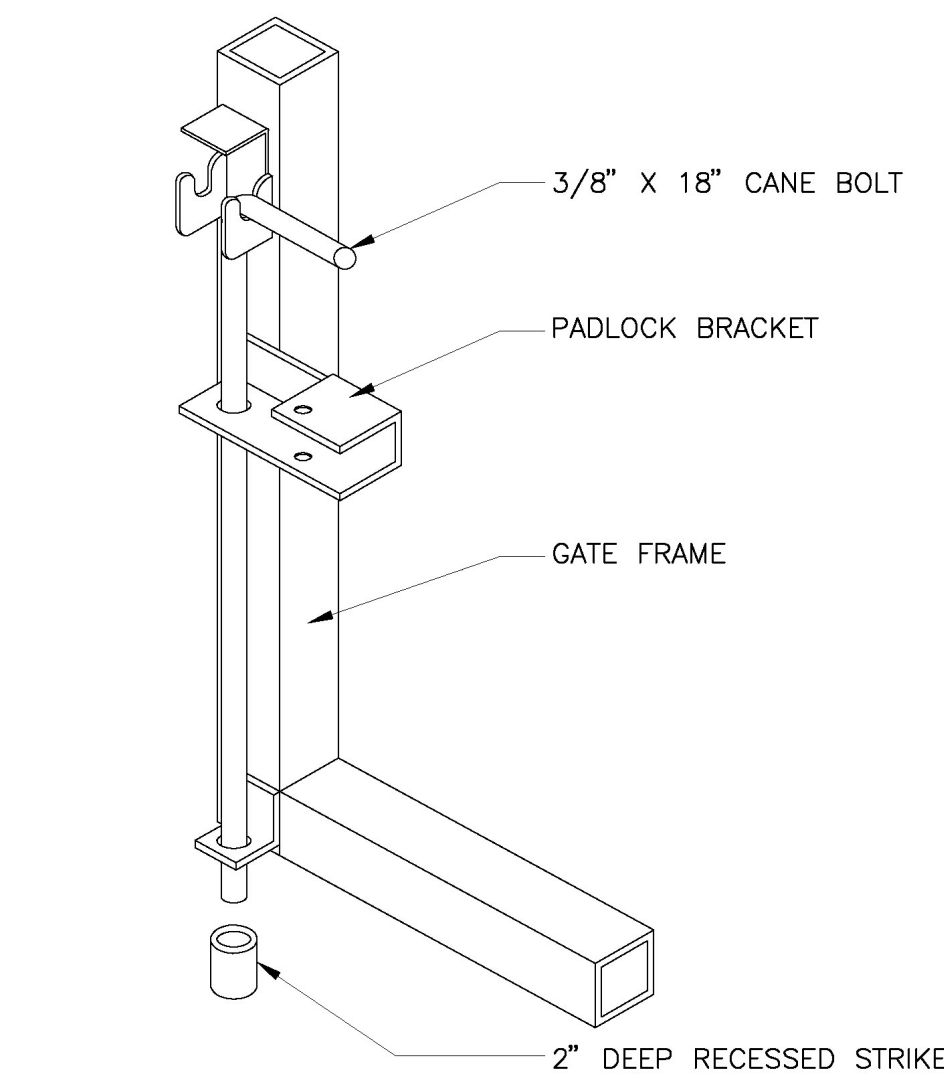
EXTERIOR
ELEVATIONS - GYM

A-302

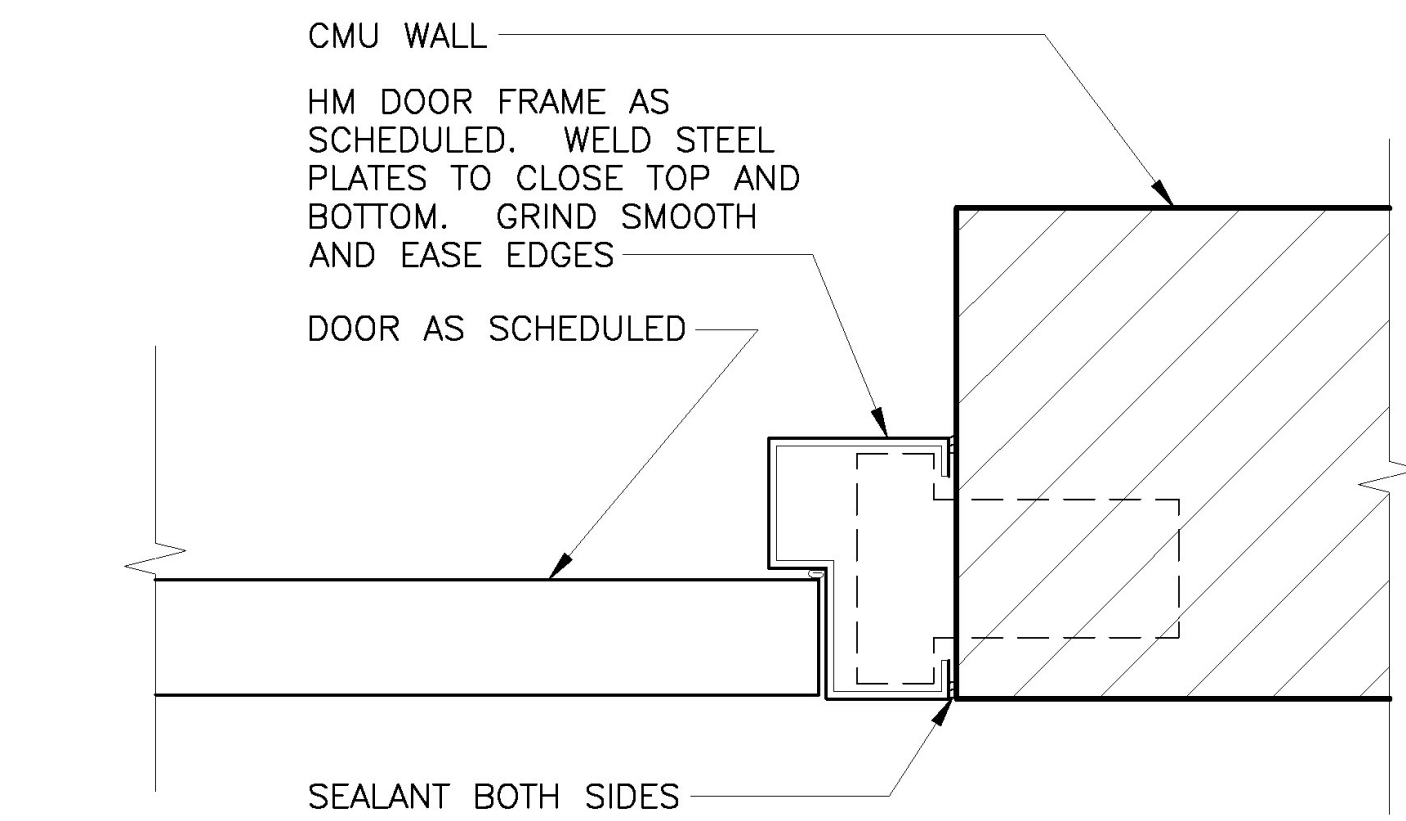




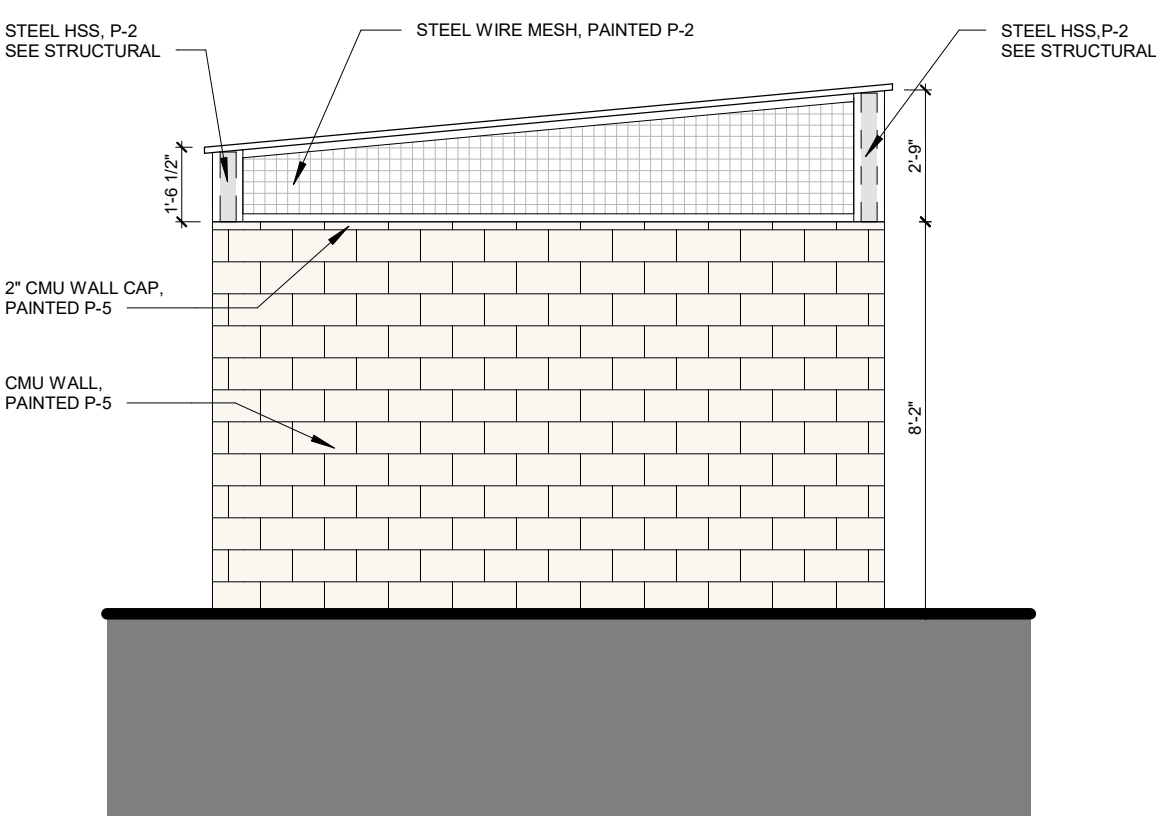
11 WIRE MESH @ COLUMN
3" = 1'-0"



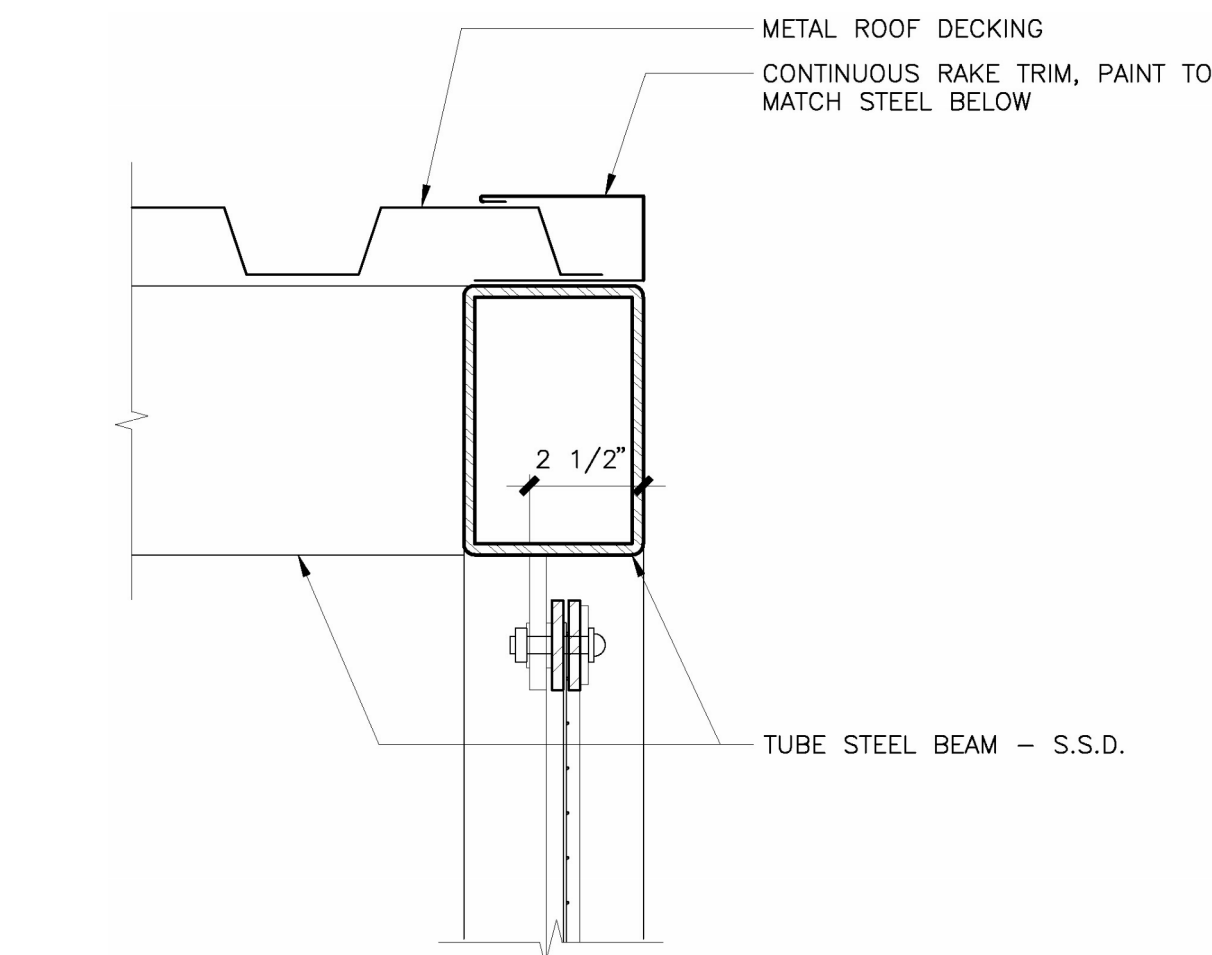
9 CANE BOLT
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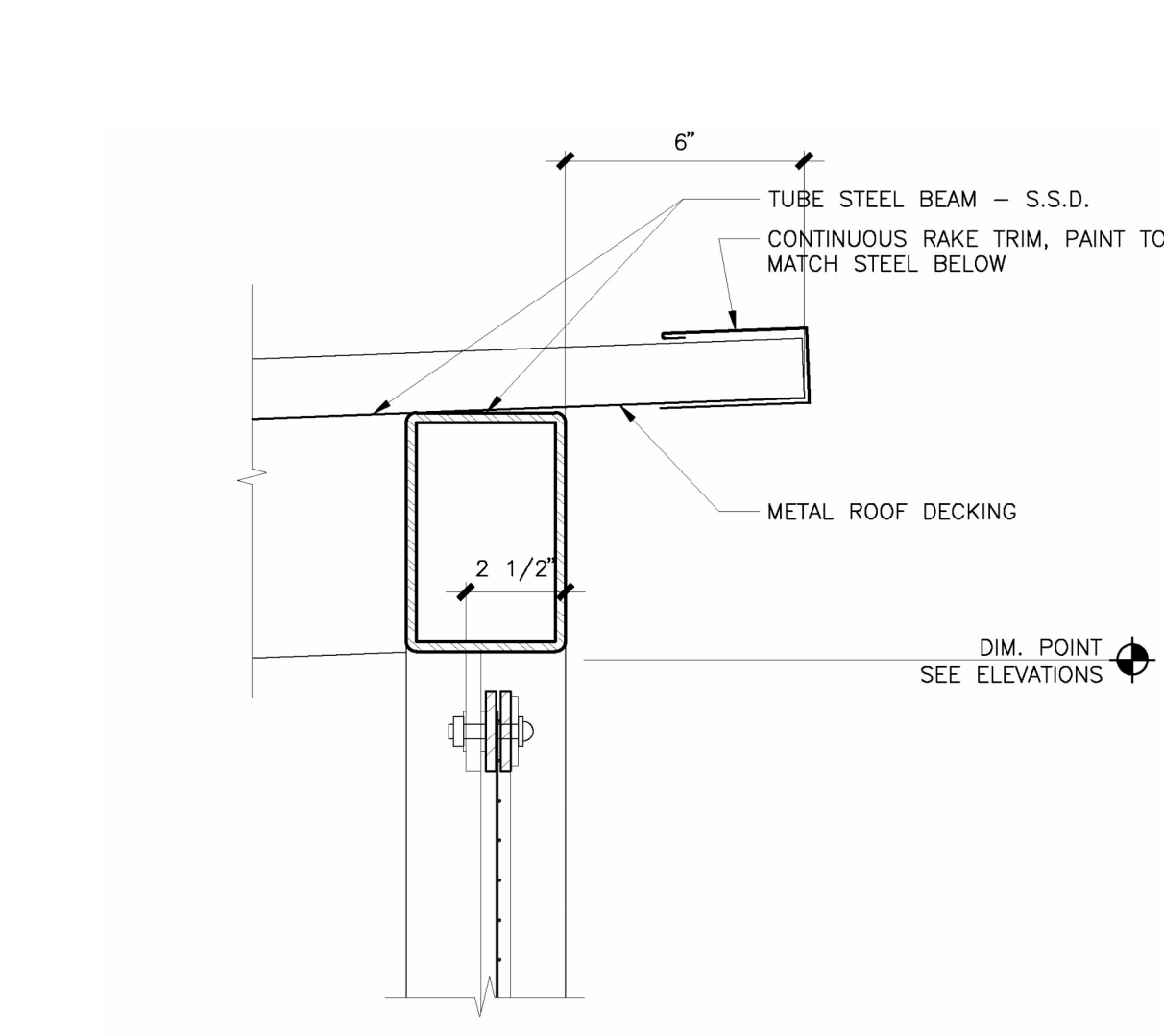
8 GATE/DOOR COLUMN JAMB
3" = 1'-0"



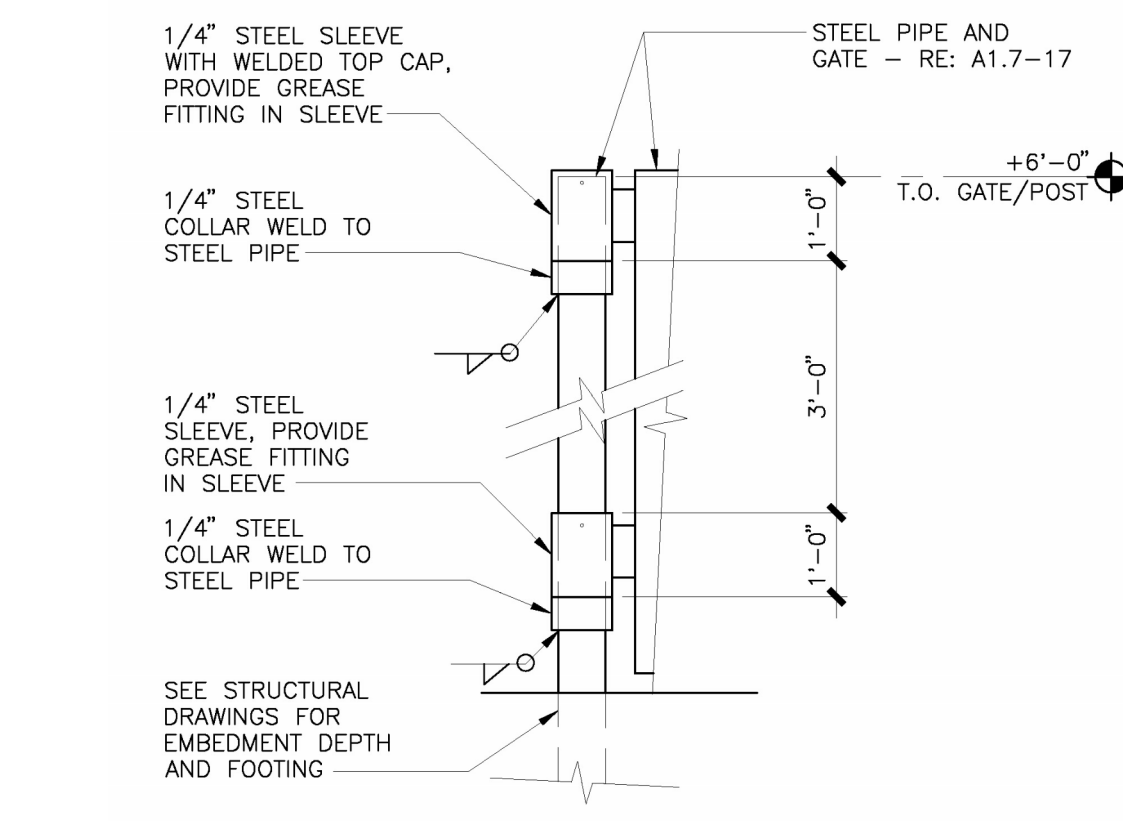
S TRASH ENCLOSURE - SIDES
1/4" = 1'-0"



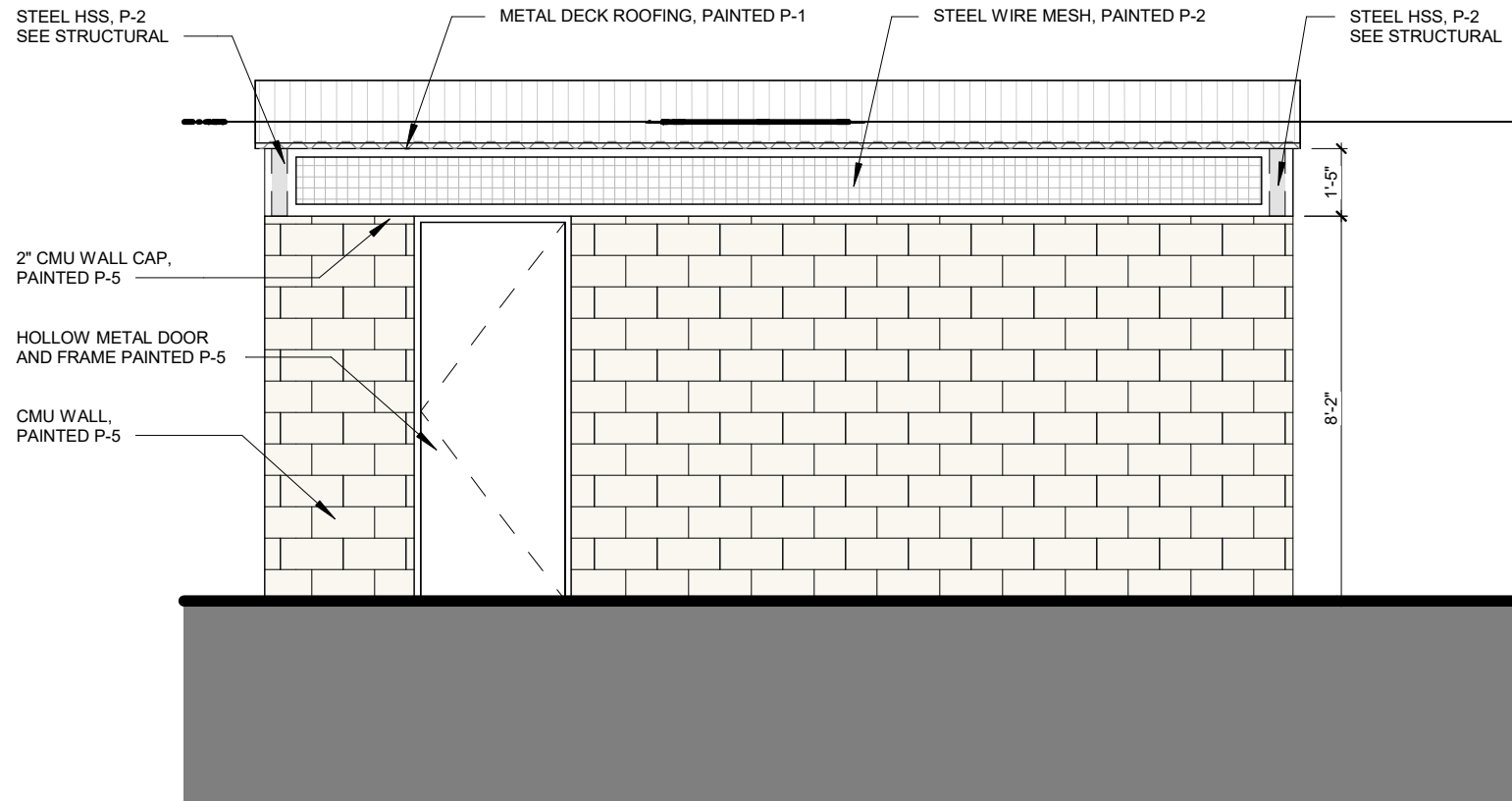
10 OPEN RAKE
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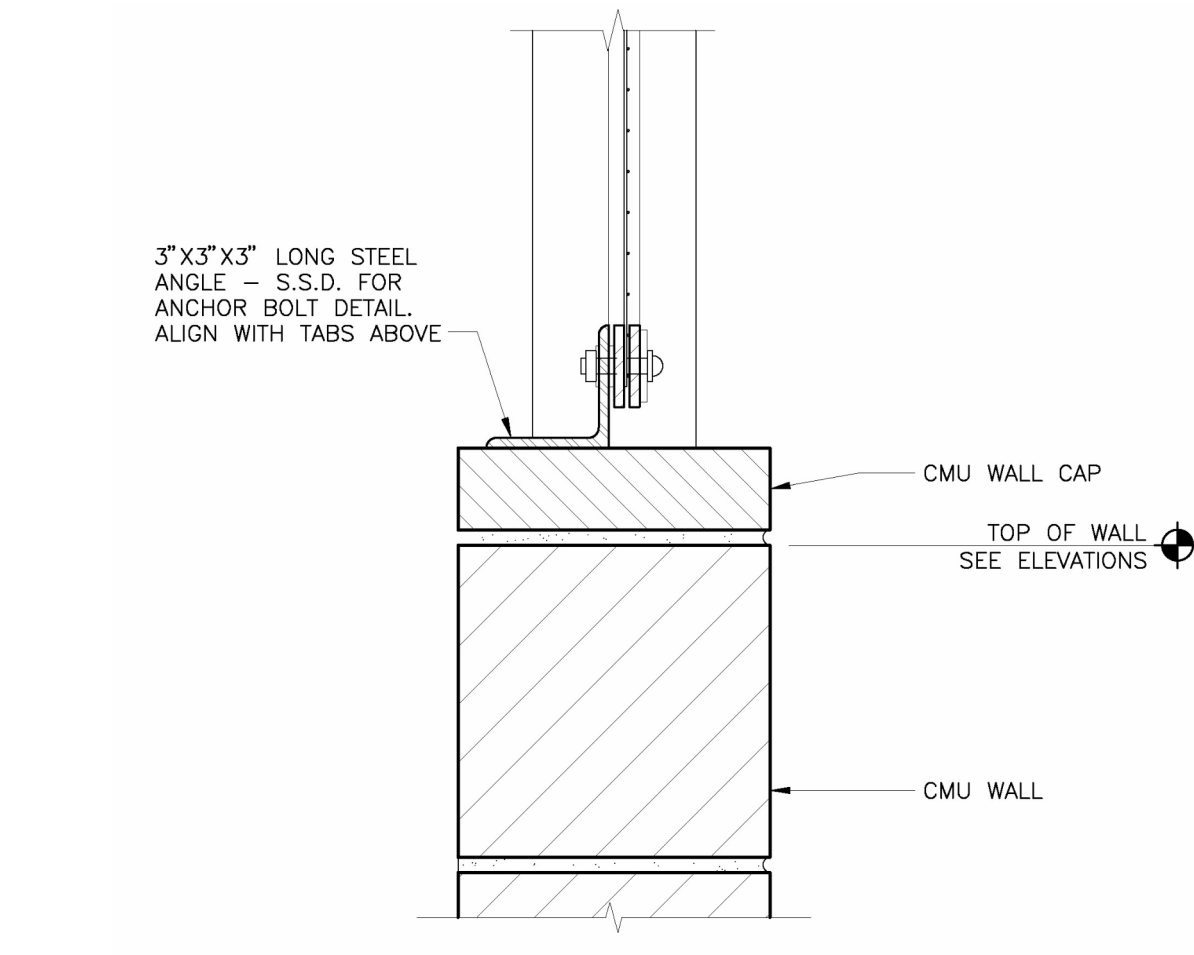
6 HIGH EAVE
3" = 1'-0"



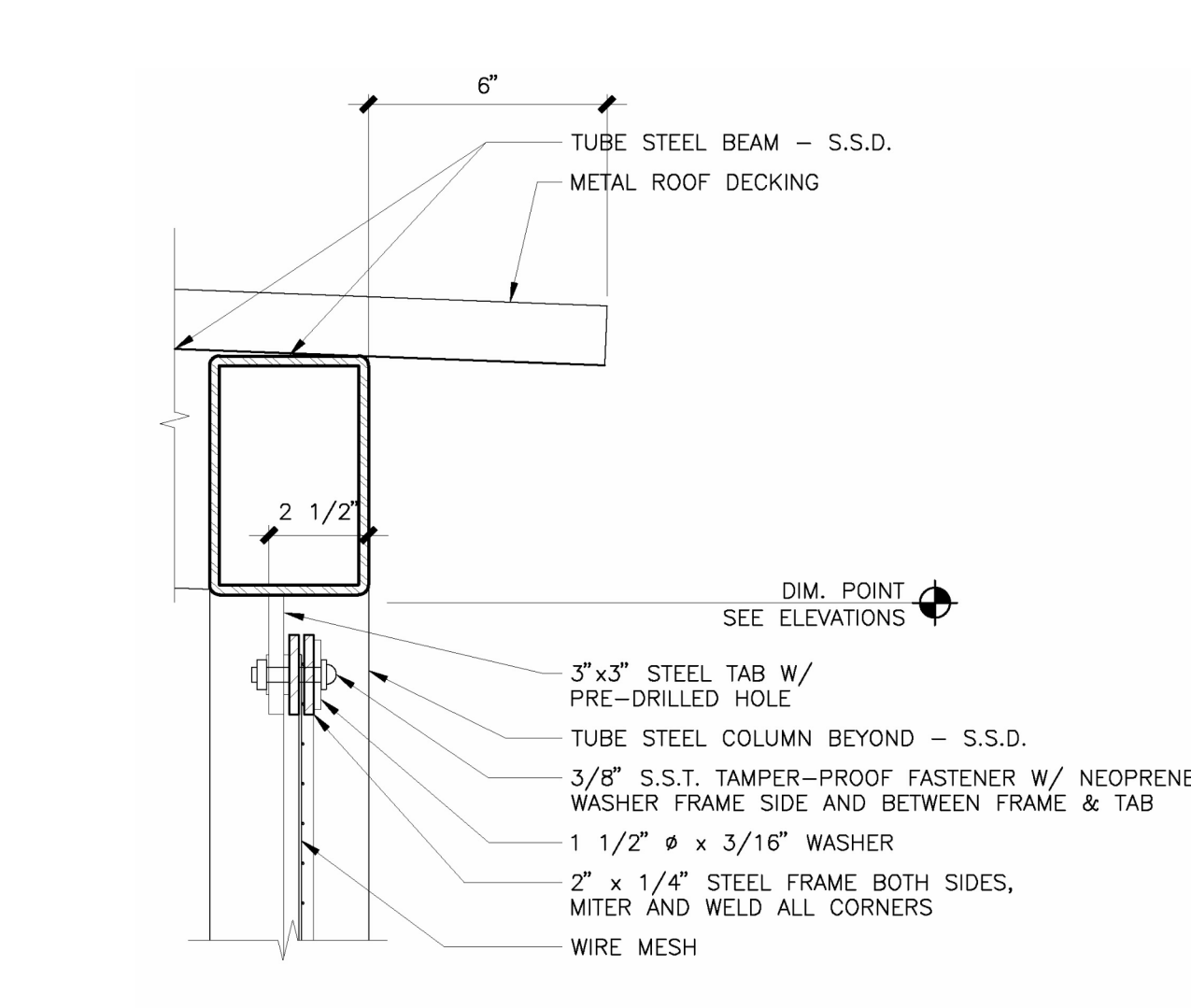
7 GATE POST
3" = 1'-0"



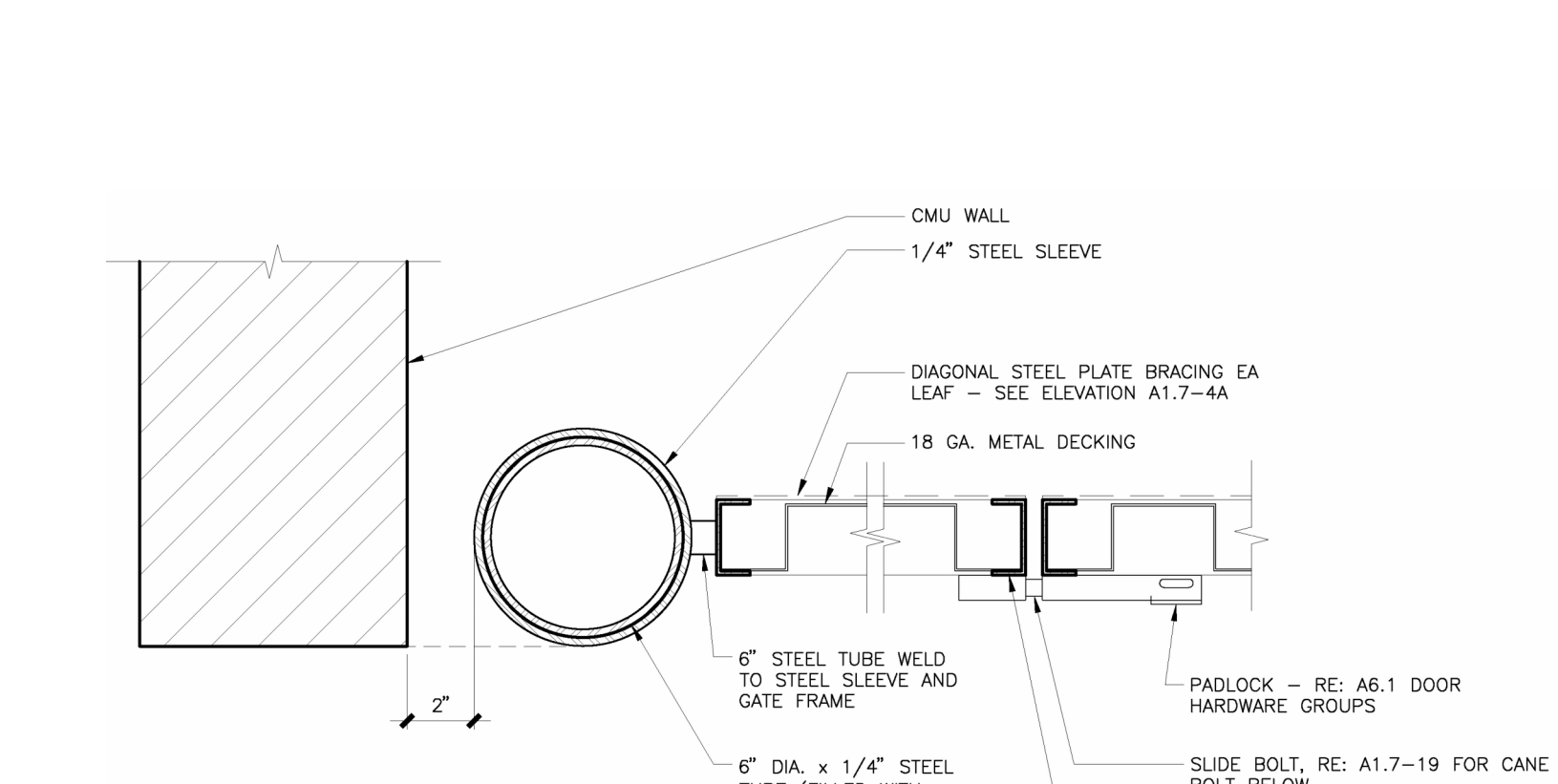
B TRASH ENCLOSURE - BACK
1/4" = 1'-0"



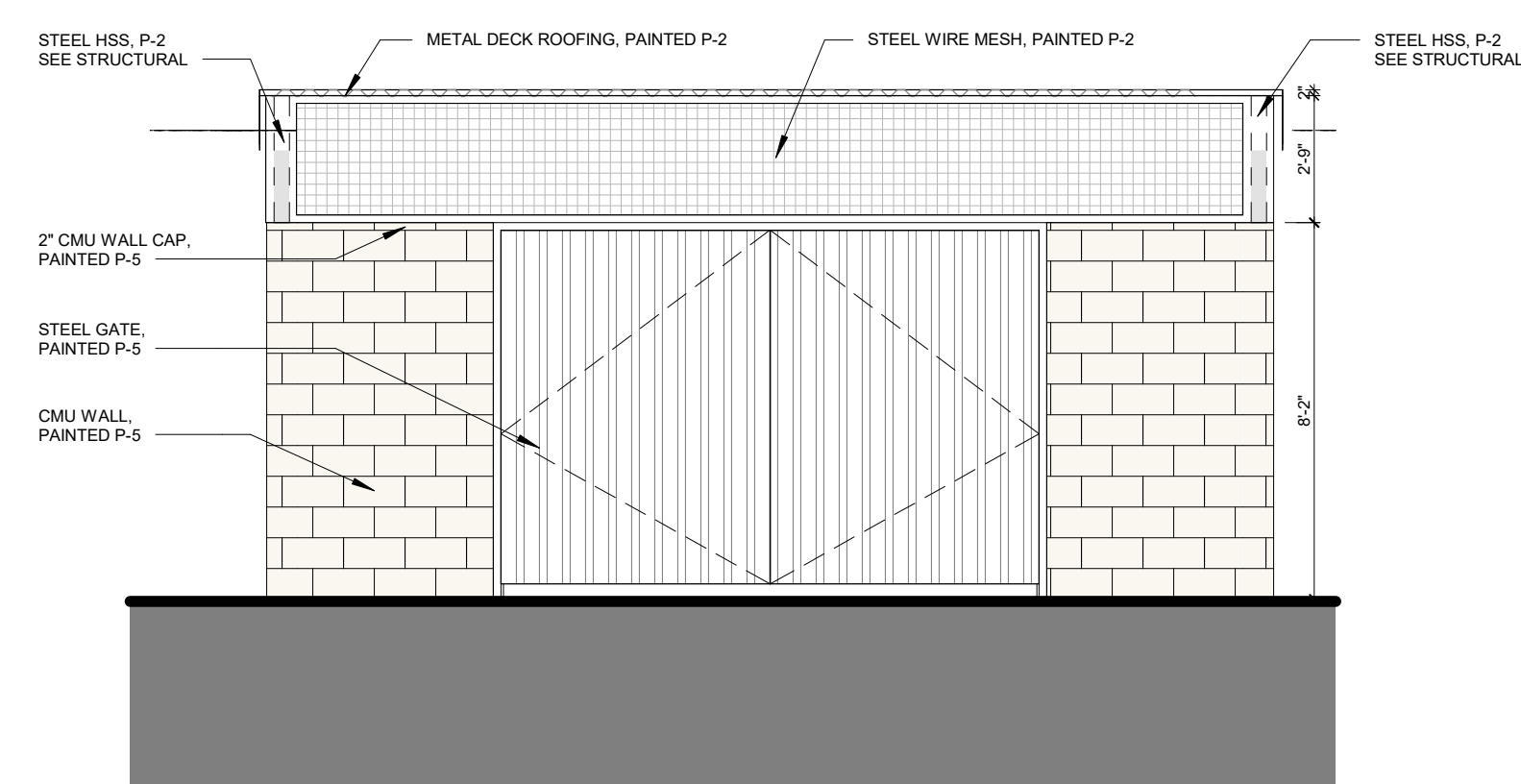
3 WIRE MESH @ WALL CAP
3" = 1'-0"



4 EAVE
3" = 1'-0"



5 GATE JAMB
3" = 1'-0"



F TRASH ENCLOSURE - FRONT
1/4" = 1'-0"

GENERAL NOTES:

- SEE THE ARCHITECTURAL WALL SECTIONS FOR ADDITIONAL FLOOR, WALL, AND ROOF INTERFACING INFORMATION.
- SEE THE ARCHITECTURAL EXTERIOR ELEVATIONS FOR ADDITIONAL ELEVATION INFORMATION.
- SEE THE ARCHITECTURAL ROOF PLAN FOR ADDITIONAL ROOF INFORMATION.
- SEE THE ARCHITECTURAL FLOOR PLANS FOR ADDITIONAL FLOOR INFORMATION.

FINISH LEGEND:

MATERIALS & SYSTEMS

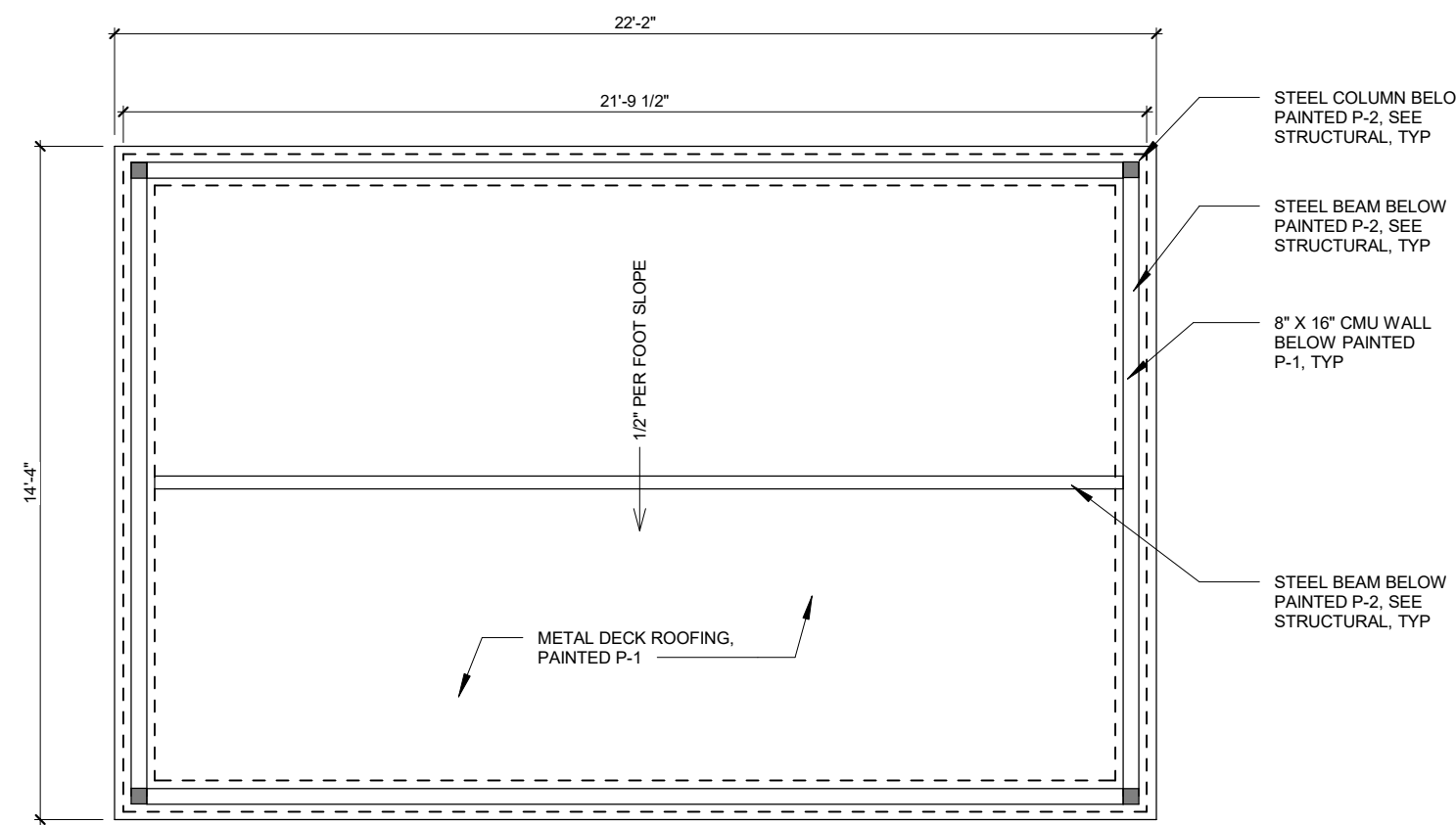
- CONCRETE**
SMOOTH PRECAST CONCRETE PANELS W/ FORMED SCORE LINES - ACI-301, ACI-303.1, ACI-533R, ACI-551.1R, PCI-MNL-122
- SMOOTH METAL PANEL**
PAC-CLAD - PAC-3000 RS (PREFINISHED - PVDF - KYNAR 500)
- PREFAB HORIZONTAL RIB METAL PANEL MECHANICAL SCREEN**
ROOFSCREEN - 7.2 RIB PANEL ON "SCS" FRAME (PREFINISHED - PVDF - KYNAR 5000 - P-5)
- PRECISION FACE CMU**
AIR VOL BLOCK - PRECISION - COLOR #60B47E - 8X8X16 - RUNNING BOND - ASTM-C-90 (PAINTED, P-5)
- ORNAMENTAL METAL FENCING**
METAL POSTS, TOP & BOTTOM RAILS, AND INTERMEDIATE VERTICALS, MATCH EXISTING - POLYESTER COAT, P-6)
- ALUMINUM STOREFRONT**
KAWNEER - 451T, CENTER GLAZED W/ 1" INSULATED GLAZING & FULL LITE DOORS (PREFINISHED - CLEAR ANODIZED, MATCH EXISTING)

GLAZING TYPES

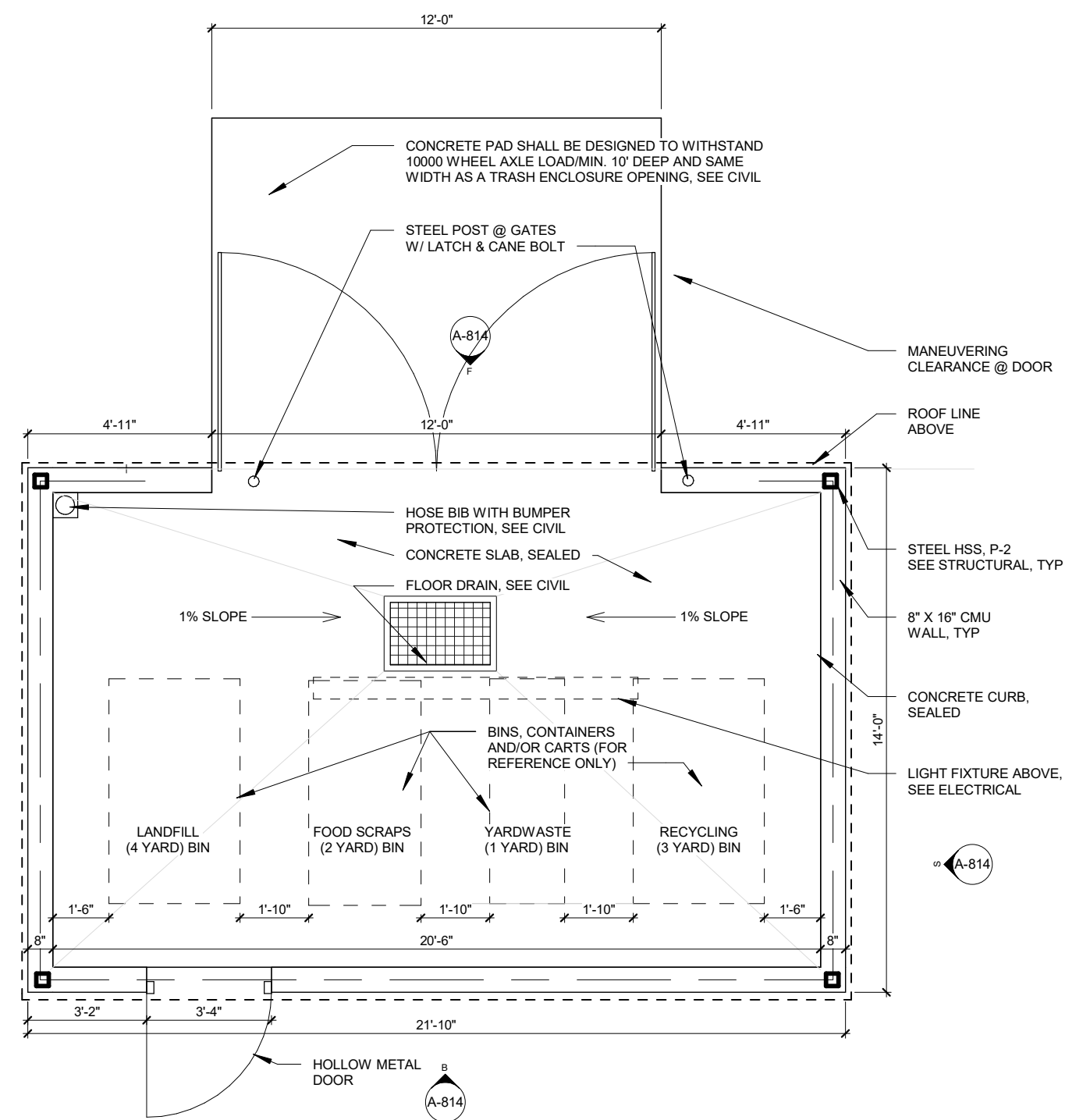
- IT-1 EXTERIOR INSULATED CLEAR TEMPERED SAFETY GLAZING
- IT-2 EXTERIOR INSULATED BLUE SPANDREL TEMPERED SAFETY GLAZING

COLORS

- P-1 FIELD WHITE = SHERWIN-WILLIAMS - SW 7007 "CEILING BRIGHT WHITE"
- P-2 STRATFORD LIGHT GRAY = SHERWIN-WILLIAMS - SW 7071 "GRAY SCREEN"
- P-3 STRATFORD BLUE = SHERWIN-WILLIAMS - SW 6811 "HONORABLE BLUE"
- P-4 STRATFORD DARK GRAY = SHERWIN-WILLIAMS - SW 7074 "SOFTWARE"
- P-5 EXTERIOR OFF-WHITE, MATCHING EXISTING OFF-WHITE @ LOWER SCHOOL
- P-6 BLACK = SHERWIN-WILLIAMS - SW 6258 "TRICORN BLACK"
- P-7 STRATFORD RED = SHERWIN-WILLIAMS - SW 6608 "RAVE RED"
- P-8 EXTERIOR GRAY, MATCH EXISTING GRAY @ METAL PANEL COLUMN COVERS



2 TRASH ENCLOSURE ROOF PLAN
1/4" = 1'-0"



1 TRASH ENCLOSURE FLOOR PLAN
1/4" = 1'-0"

Stratford Preparatory School Project Initial Study and Draft Mitigated Negative Declaration

Prepared For:

City of Milpitas
455 East Calaveras Boulevard
Milpitas, California 95035

Prepared By:

Impact Sciences, Inc.
811 W. 7th Street, Suite 200
Los Angeles, California 90017

May 2024

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- B Cultural Resources Documentation
- C Noise Data
- D Transportation Impact Analysis

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1.0 INTRODUCTION

1.1 INITIAL STUDY

Pursuant to Section 15063 of the California Environmental Quality Act (CEQA) Guidelines (Title 14, California Code of Regulations, Sections 15000 et seq.), an initial study is a preliminary environmental analysis that is used by the lead agency (the public agency principally responsible for approving or carrying out the proposed project) as a basis for determining whether an environmental impact report, a mitigated negative declaration, or a negative declaration is required for a project. The *State CEQA Guidelines* require that an initial study contain a project description, description of the existing setting, identification of environmental effects by checklist or other similar form, explanation of environmental effects, discussion of mitigation for significant environmental effects, evaluation of the project's consistency with existing, applicable land use controls, and the name of persons who prepared the study.

The purpose of this Initial Study is to evaluate the potential environmental impacts of the proposed Stratford Preparatory School Project (herein referenced as the "Project"). The Project would redevelop the existing office building located at 1323 Great Mall Drive into a new preparatory school. The Project would also remove the existing surface parking to construct a new 7,883-square-foot gymnasium building associated with the proposed school and a new 14,695-square-foot artificial turf playfield.

1.2 PUBLIC AND AGENCY REVIEW

This Initial Study / Proposed Mitigated Negative Declaration (IS/MND) will be circulated for public and agency review from **May 29, 2024**, to **June 28, 2024**. Copies of this document are available for review at 455 E. Calaveras Boulevard, Milpitas, California, and on the City of Milpitas' website at <https://www.milpitas.gov/379/Environmental-Documents-CEQA>. Comments on the IS/MND must be received no later than 5:00 P.M. on **June 28, 2024**, and can be mailed to:

City of Milpitas Planning Department
Avery Stark, Acting Senior Planner
455 E. Calaveras Boulevard
Milpitas, CA 95035

1.3 ORGANIZATION OF THE INITIAL STUDY

This Initial Study is organized into the following sections:

- **Section I – Introduction:** provides summary background information about the Project, including Project location, lead agency, and contact information.

- **Section II – Project Description:** includes a description of the Project, including the need for the Project and the elements included in the Project.
- **Section III – Environmental Checklist:** contains the Environmental Checklist form for each resource and presents an explanation of all checklist answers. The checklist is used to assist in evaluating the potential environmental impacts of the Project and determining which impacts, if any, need to be further evaluated in an EIR.
- **Section IV – Initial Study Preparers:** lists the names of individuals involved in the preparation of this document.
- **Appendices:** present the technical studies used in the preparation of this Initial Study.

1.4 PROJECT INFORMATION

Project Title

Stratford Preparatory School Project

Lead Agency Name and Address

City of Milpitas, Planning Department
455 East Calaveras Boulevard
Milpitas, CA 95035

Contact Person and Phone Number

Avery Stark
Acting Senior Planner
(408) 586-3288

Project Location

1323 Great Mall Drive
Milpitas, CA 95035

Project Applicant's Name and Address

Inhabit Design, Inc.
5231 45th Avenue, SW
Seattle, WA 98136

City General Plan Designation

Milpitas Metro Specific Plan – Business Park Research & Development, Limited Residential (BPRD-R)

City Zoning

Commercial (C2)

2.0 PROJECT DESCRIPTION

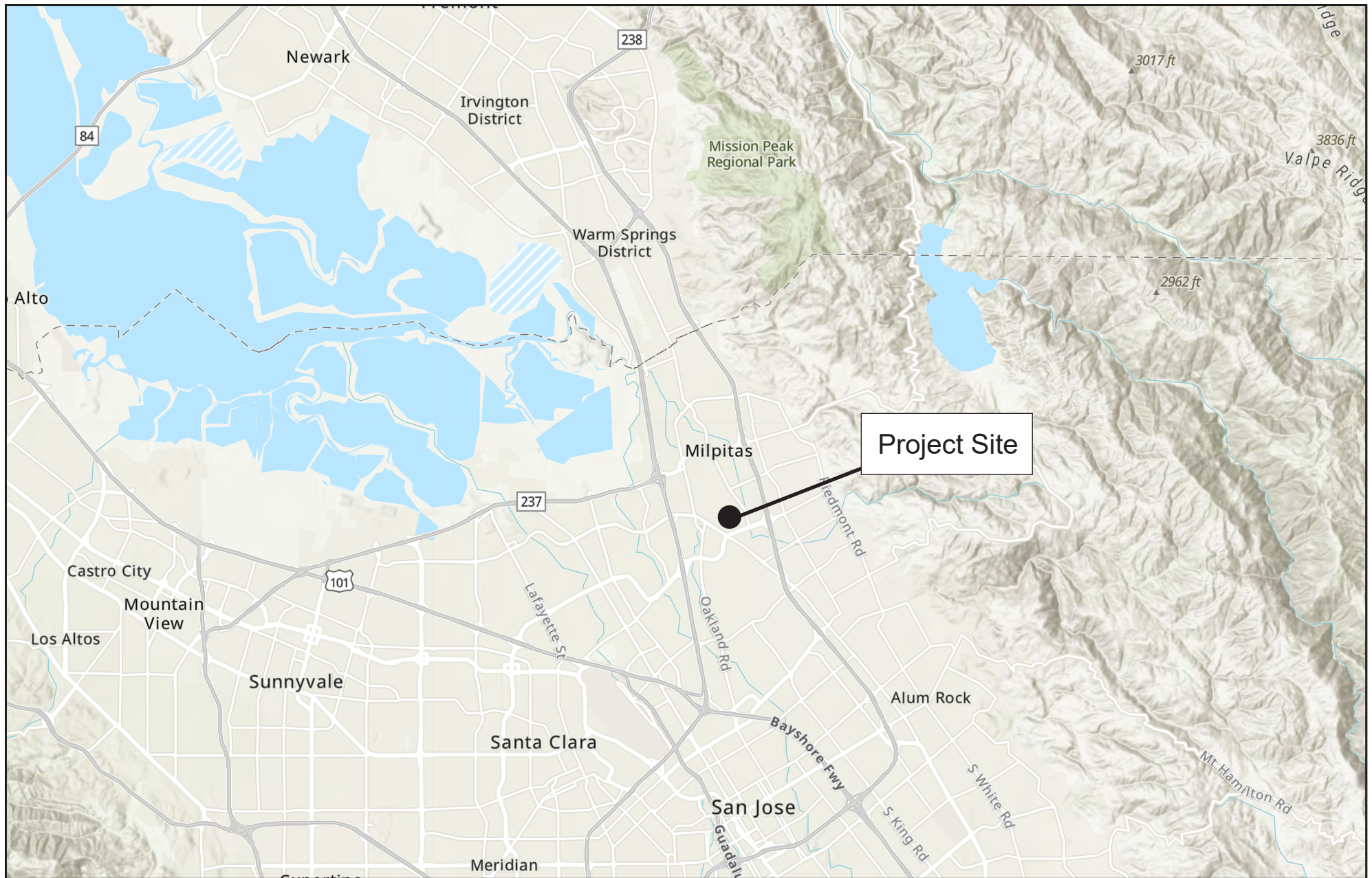
2.1 ENVIRONMENTAL SETTING

Project Location

The Stratford Preparatory School (Project) site is located at 1323 Great Mall Drive (Project Site) in the southern portion of the City of Milpitas. The Project Site (Assessor Parcel Number [APN] 086-24-046) is comprised of approximately 3-acres bounded by Great Mall Drive to the north, Falcon Drive to the east, Great Mall Parkway to the west, and the existing Stratford School to the south. The Project Site is located approximately 0.70 west of Interstate 680 (I-680), 0.90 miles west of I-880, and 428 feet north of Montague Expressway (see **Figure 2.0-1, Regional Location**, and **Figure 2.0-2, Project Site**). The Project Site is approximately 4.7 miles southeast of the San Francisco Bay.

Existing Conditions

The Project Site consists of an existing 51,740-square-foot, 2-story office building that has been vacant for many years and is surrounded by a paved surface parking lot with 183 uncovered parking spaces (see **Figures 2.0-3a through 2.0-3f, Photographs of Existing Site Conditions**). The eastern perimeter of the Project Site is currently surrounded by metal fence panels. Access to the Project Site is provided via two driveways, one along Great Mall Drive and one along Falcon Drive. Sidewalks are located along the northern edge of the Project Site adjacent to Great Mall Drive. Ornamental landscaping in the form of grass medians and approximately 93 trees are present on-site. Commercial uses surround the Project Site to the north, hotel uses to the east, the existing Stratford Preparatory School to the south, and multi-family residential uses and vacant land to the west. It should be noted that the existing vacant land to the west is currently under construction and is anticipated to operate as a multi-family apartment complex by the time the Project begins operations.



SOURCE: Esri, 2023

FIGURE 2.0-1

Regional Location



SOURCE: Esri, 2023

FIGURE 2.0-2

Project Site



SOURCE: Impact Sciences, 2023

FIGURE **2.0-3a**



SOURCE: Impact Sciences, 2023

FIGURE 2.0-3b



SOURCE: Impact Sciences, 2023

FIGURE **2.0-3c**



SOURCE: Impact Sciences, 2023

FIGURE **2.0-3d**

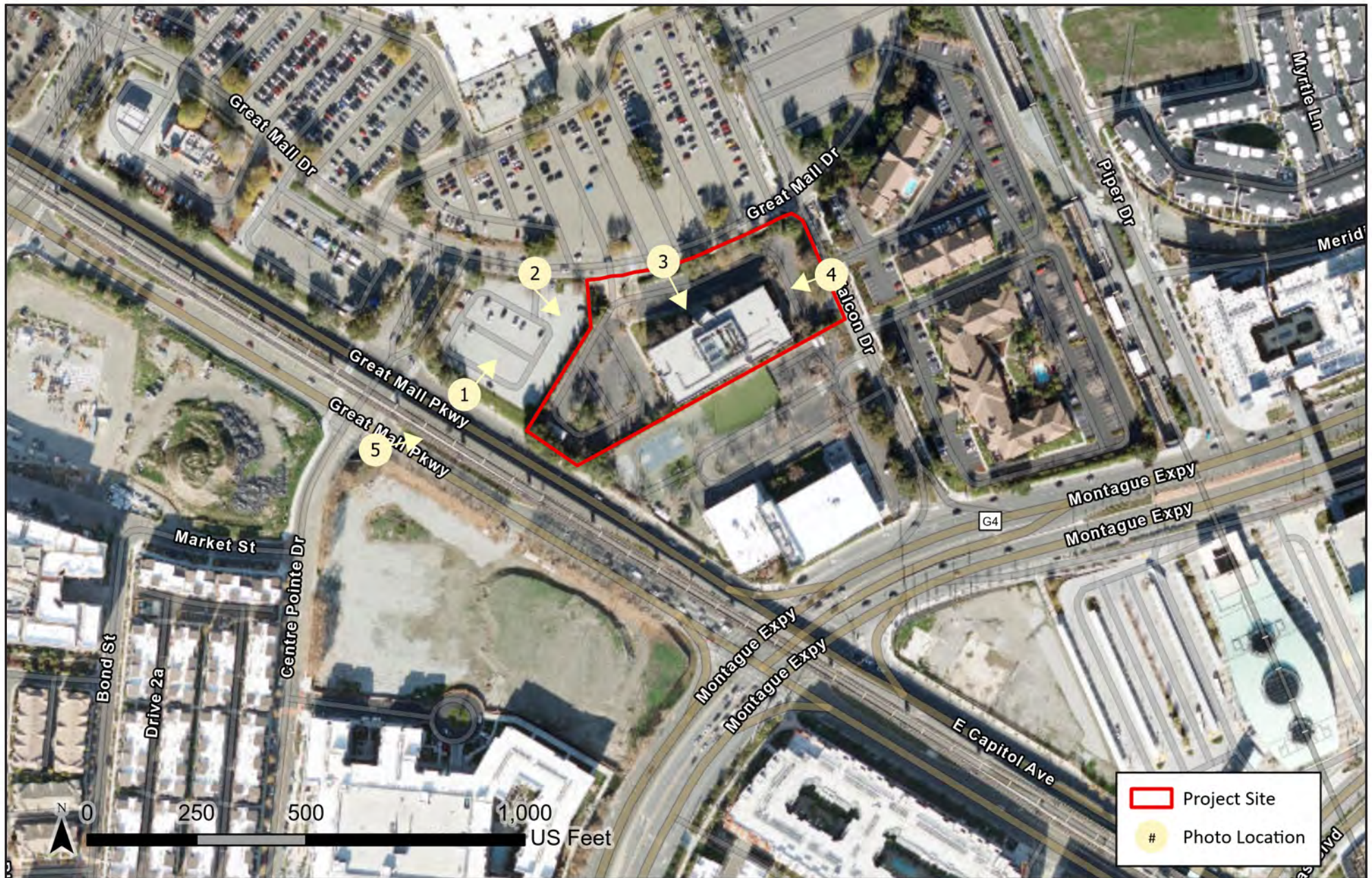
Photographs of Existing Site Conditions: Falcon Drive (View 4)



SOURCE: Impact Sciences, 2023

FIGURE **2.0-3e**

Photographs of Existing Site Conditions: Great Mall Parkway & Centre Pointe Drive (View 5)



SOURCE: Impact Sciences, 2023

FIGURE 2.0-3f

Photographs of Existing Site Conditions Locations

Existing Site Zoning and Land Use Designations

According to the General Plan Land Use Map in the *City of Milpitas General Plan 2040*, the Project Site is designated as part of the “Milpitas Metro Specific Plan” (MMSP). The MMSP is an update to the Milpitas Transit Area Specific Plan and provides a vision for the transit area, including a detailed land use and design framework, zoning framework, and public infrastructure financing tools to guide private development and public investment. According to the MMSP, the Project Site is part of the 23.6-acre Great Mall District and is designated as Business Park Research & Development, Limited Residential (BPDR-R). Under the Specific Plan, the BPDR-R supports office, office-supportive commercial retail, hotels, and limited residential uses. Surrounding uses of the Project Site are Boulevard Very High-Density Mixed Use (BVMU) to the north and west, and Business Park Research & Development (BPRD) to the west and south (see **Figure 2.0-4, Aerial View Map and Surrounding Land Uses**). Lastly, the Project Site is zoned for Commercial (C2) with a Transit Oriented Development (TOD) overlay. Parcels that immediately surround the Project Site are designated by the City as MMSP. Parcels to the north, east and south of the Project Site are zoned C2 with a TOD overlay, while parcels to the west are zoned Mixed Use (MXD3) with a TOD overlay. To address areas of nonconformity the Project will include a Development Agreement. The Development Agreement is a legally binding contract between the Project Applicant and the City that outlines the terms and conditions for the Project. This approach will ensure that any deviations from the MMSP or the Zoning Code are appropriately mitigated and managed, providing a mechanism for the City to ensure compliance with its planning objectives while accommodating the needs of the Project. Approval of the Development Agreement will be adopted as an ordinance by the City Council, as part of the Project approval process.

Project Background

The Project Site has historically been a mix of undeveloped land and agricultural uses. Until the early 1980s, the Project Site was predominantly undeveloped, except for the small-scale agricultural uses between 1948 and 1968.¹ By 1980, the Project Site was developed with a manufacturing warehouse with associated parking, and by 1987, the manufacturing plant had been demolished. By 2002, the existing on-site office building had been developed.

The Project Site is located within the Great Mall District sub-area of the MMSP. This sub-area includes the Great Mall itself and is 0.18 miles northwest of the Milpitas Transit Center. According to the MMSP, the purpose of the Great Mall District sub-area is to maintain the original Great Mall, while developing residential infill, urban scaled buildings along Great Mall Parkway, commercial buildings located close to

¹ Historic Aerials, “Aerial Viewer.” Available online at: <https://www.historicaerials.com/viewer>, accessed November 28, 2023.

the Milpitas Transit Center, a central public gathering place and linear park, and a walkable street grid. The Project Site is located in a sub-area that is intended to be preserved under the MMSP as commercial priority parcels that are ideal for higher intensity office, R&D, office-supportive retail, and hotel uses that encourage employment in the Great Mall District. As stated above, the Project Site is designated as BPDR-R under the MMSP. According to the MMSP, educational uses are an allowed use for BPDR-R parcels.

The Stratford Preparatory School is an independent private school system that offers campuses throughout California for preschool students and students grades kindergarten (K) through 12. The Stratford School system has an existing Milpitas campus located south of the Project Site. The existing Milpitas campus includes a preschool and classrooms for students grades K through 8. A total of 715 students are currently enrolled in the school, with arrival and departure times that range between 7:30 A.M. to 9:00 A.M. and 2:50 P.M. to 4:00 P.M., respectively. The existing campus employs approximately 97 faculty and staff members, and a maximum number of 85 staff members are present on campus at one time. The existing campus does not accommodate students grades 9 through 12. The proposed new Stratford School would accommodate these upper-class levels for the Stratford Preparatory School system.

2.2 PROJECT CHARACTERISTICS

Project Features

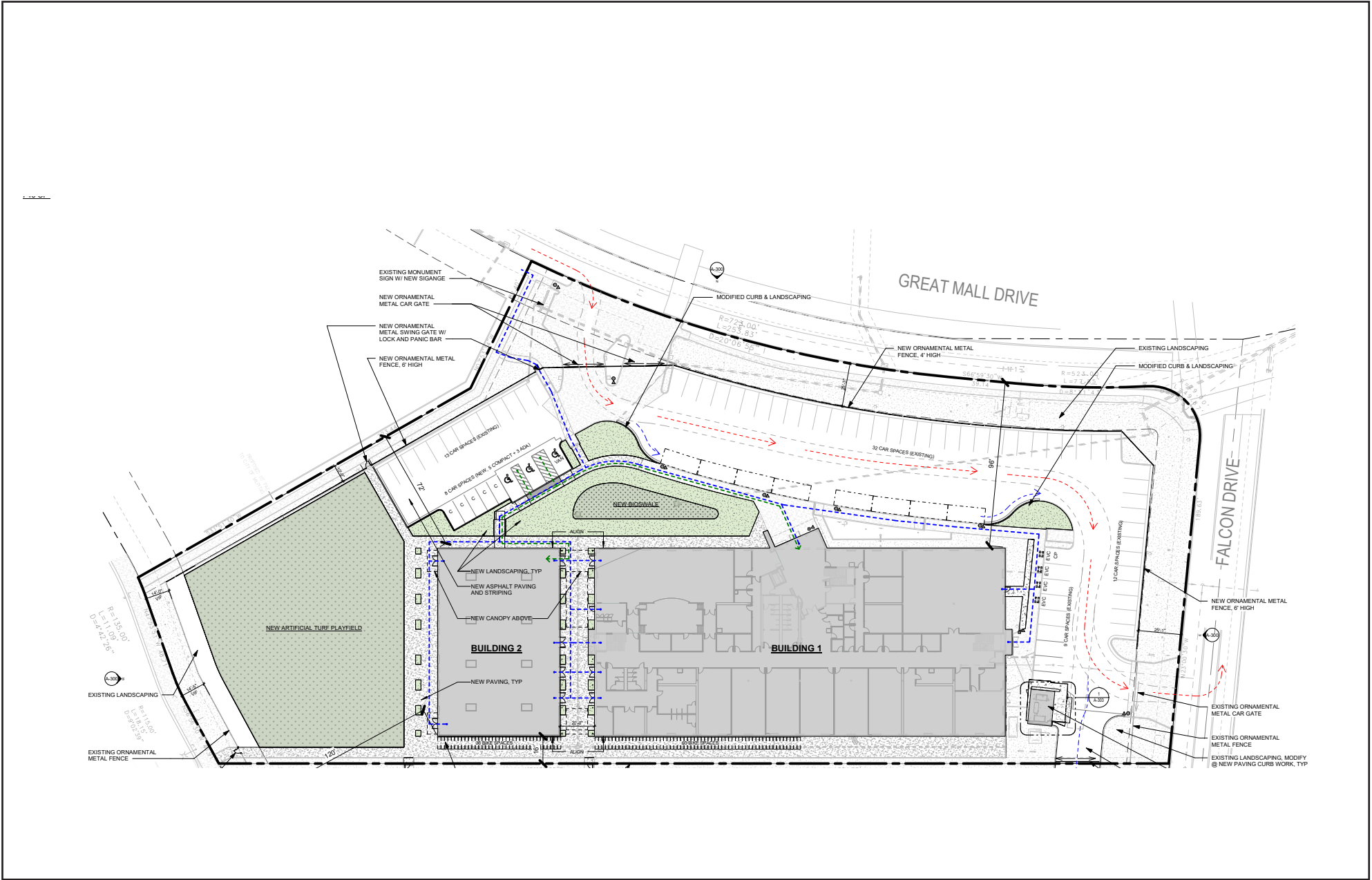
The Project Applicant proposes a new Stratford School comprised of two buildings and a playfield. The existing office building on-site will be remodeled into a two-story middle school/high school for approximately 500 students. Initial enrollment may begin in the 6th to 12th range with the intent to transition to 9th to 12th grade. The Project would also demolish the existing surface parking lot to construct a new 7,883 square foot gymnasium building that would be located west of the remodeled existing building, see **Figure 2.0-5, Conceptual Site Plan**, and **Table 2.0-1, Project Features**. Supporting rooms for the gymnasium, such as locker rooms, gymnasium storage, a gymnasium office, and restrooms will be located in the southwestern corner of the existing building. The Project would accommodate students from the existing Stratford School facility located south of the Project Site. The Project would be equipped with 41 classrooms (general/biochemistry/art/physical engineering), eight offices, four media common rooms, a library, and a theater. The proposed gymnasium building west of the school would be 42 feet in height and would mainly consist of an indoor gymnasium and a row of retractable bleachers on one side only. Architectural features for the proposed school buildings would include light exterior cosmetic refinishing, including off-white paint on the existing concrete surfaces and some painted metal panel accents at each entry canopy in Stratford's blue branding colors, as well as elegant signage for branding. The architecture of the new gymnasium building would emulate the existing school building to the south, and thus would include off-white painted concrete with relief elements forming a sense of structural and architectural bays.



SOURCE: City of Milpitas, 2023; Esri 2023

FIGURE 2.0-4

Aerial View Map and Surrounding Land Uses



SOURCE: Inhabit Designs 2023



FIGURE 2.0-5
Conceptual Site Plan

Additionally, the Project would include supporting components, such as a new trash enclosure and a 14,695-square-foot artificial turf playfield located to the west of the new gymnasium building. The Project would also plant new shrubs, perennials, and groundcovers throughout the Project Site. Furthermore, the Project would remove 35 existing on-site trees, preserve 58 existing trees deemed to be in fair to good condition, and plant 6 new trees. The Project would also generate 0.5 pounds of solid waste per student per day which comes out to be 45.5 tons/year.

The Project would operate from Monday through Friday between the hours of 7:00 A.M. to 6:00 P.M. However, it should be noted that the school would hold occasional evening and weekend events such as basketball, volleyball, or other sports events, theater events, graduation events, and parent/teacher conferences that rarely exceed 200 people but up to a rare maximum 500 person in capacity, within the hours of 7:00 A.M. to 9:00 P.M. on weekdays and weekends.

**Table 2.0-1
Project Features**

Building Area	Amount	Gross Square Footage (sq. ft.)	Total Square Footage (sq. ft.)
First Floor of Existing Building			
General Classroom	2	746	4,540
General Classroom	4	762	
Music Classroom	1	894	894
Music Storage	1	194	194
Multi-Purpose Room/Theater	1	2,554	2,554
Stage	1	627	627
Control Room	1	180	180
Multi-Purpose Room Storage Room	1	180	180
Kitchen	1	180	180
Kitchen Storage	1	121	121
Office	2	107	214
Office	2	108	216
Office	1	113	113
Office	2	99	198
Staff Restroom	2	43.4	85.8
		42.4	
GN Restroom	3	47.1	141
		45.9	
		48	
Gym Storage	2	295	497
		202	
Locker Room	2	364	732
		368	

Building Area	Amount	Gross Square Footage (sq. ft.)	Total Square Footage (sq. ft.)
Boy's Restroom/Girl's Restroom (Near Gym)	2	128.3	256.6
Gym Office	1	163	163
Work Room/Curriculum Storage Room	1	331	331
Electrical Room	2	195	361
		166	
Mechanical Electrical and Plumbing	2	33	762
		729	
Library	1	2,868	2,868
Conference Room	1	342	342
Director's Office	1	224	224
Assistant Director's Office	1	154	154
Reception	1	215	215
Elevator Machine Room	1	77	77
Copy Room/Curriculum Storage Room	1	26	26
Specialty Teacher Work Room	1	364	364
Boy's Restroom (Across from General Classrooms)	1	286.5	286.5
Girl's Restroom (Across from General Classrooms)	1	280.2	280.2
Janitor's Closet	1	67	67
Sick Room	1	73	73
Mother's Room	1	72	72
Staff Lounge	1	336	336
IT Room	1	51	51
First Floor of Existing Building Total Square Footage			18,976.1
Second Floor of Existing Building			0
General Classroom	10 (Total)		
	1	619	6,751
	2	499	
	2	746	
	4	762	
	1	594	
Bio/Chem Classroom	4 (Total)		
	1	821	3,411
	2	885	
	1	820	
Bio/Chem Support	2	189	379
		190	
Art Classroom	2	790	1607
		817	
Art Storage	1	131	131
Graphic Arts	1	688	688
Media Commons	2	1,150	2,548
		1,398	

Building Area	Amount	Gross Square Footage (sq. ft.)	Total Square Footage (sq. ft.)
Computer Science	1	688	688
Physics/Engineering	2	563	1,350
		787	
Physics Storage	1	130	130
Kitchenette/Lounge	1	167	167
Electrical Room	2	55	221
		166	
IT Closet	1	16	16
Work Room/Curriculum Storage	1	112	112
Copy Room/Curriculum Storage	1	79	79
Utility Closet	1	76	76
Janitor's Closet	1	28	28
Boy's Restroom	2	279.8	388.2
		108.4	0
Girl's Restroom	2	275	394.6
		119.6	0
Gender Neutral Restroom	2	50.6	98.4
		47.8	
Second Floor of Existing Building Total Square Footage			19,263.2
Existing Building Total Square Footage			38,239.3^a
New Gymnasium Building			0
Gymnasium	1	7,583	7,583
Playfield			0
Artificial Turf Playfield	1	14,695	14,695

^a Project features table does not include square footages for hallways, stairways, and elevators.

Source: Inhabit Design, July 11, 2023.

Access and Parking

Vehicular access to the Project Site would be provided via the two existing driveways along Great Mall Drive and Falcon Drive. Entrances to the Project Site at both driveways would be gated, and a turn-around would be included in the northern portion of the Project Site for student drop-off/pick-up. Security personnel and cameras would be present at both of the Site's entry and exit gates. Additionally, a new gate would be provided for vehicles at the southeastern corner of the Project Site as an egress to the existing Stratford School south of the Project. Currently, the Project Site has 183 surface parking spaces for vehicles. The Project would demolish 117 of the existing parking spaces in the southwest corner of the Project Site to construct the proposed gymnasium building and playfield. The Project would preserve the remaining 66 parking spaces along the northern and eastern portions of the Project Site and construct eight new parking spaces, resulting in a total of 74 parking spaces (of these spaces four of them would be handicap accessible and four of them would include electric vehicle charging capabilities). The Project would also

utilize the existing pedestrian gate at the existing driveway along Falcon Drive. However, the Project would install five additional pedestrian gates: two along the southern perimeter, one at the southwestern corner, and two along the northern perimeter of the Project Site. Additionally, the Project would provide approximately 96 bicycle parking spaces in the form of bike racks along the on the southern edge of the Project Site.

The existing parking supply is able to accommodate the normal daily (Monday through Friday) parking demands of the proposed upper grade school (grades 6-12) and the adjacent existing lower grade school (grades 6-8). In addition, as a private school, the school is able to manage student drivers and limit students of age (grades 11-12) with assigned parking passes. Students are also required to sign a handbook confirming that they will not park within the neighborhood if they do not have a parking pass. Event timing will be scheduled between the two school sites, allowing all spaces to be available for larger events. For rare event capacities that exceed the two parking site limits, carpooling will be required, off-site parking and shuttling services will be provided, or events will be held elsewhere.

Normal daily Monday through Friday parking quantities meet the requirements for the proposed school and the adjacent existing school in quantities clarified on the code analysis drawings provided, and they are generous for the actual demand of staff that is fewer than the available spaces on site, and there are generous bike parking spaces and showers available as well.

Arrivals and departures for both the school's normal drop-off / pick-up operation and events will be managed by the Stratford Preparatory School. To monitor on-site vehicle queuing, staff members would be present at the site entry drive, entry gate, along the drop off length, and at the exit gate of the school and communicate with vehicles arriving or departing to ensure that drivers are proceeding in the correct direction. The school gates are then closed after the designated arrival and departure times, ensuring the security of the upper school campus and efficient traffic flow. The proposed security cameras would further ensure both efficient traffic circulation and safeguarded site access are maintained.

The school's protocol is to have staff with walkie talkies at the drop-off / pick-up location communicating with vehicles arriving or departing and making sure each person is proceeding in the correct direction and in a timely fashion. Security personnel are also located at the building's main entry and exit gates, ensuring that each person entering is intended to be there. Security cameras are also provided throughout the site and covering the site circulation paths to further ensure both efficient traffic circulation and safeguarded site access are maintained.

Architectural Elements

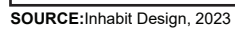
Building elevations are shown on **Figure 2.0-6, Building Elevations-School Building**, and **Figures 2.0-7, Building Elevations- Gymnasium**. As detailed, the proposed school building will be 35 feet in height, with protruding features that extend the building to 42 feet in height. The proposed gymnasium would be at a maximum 35 feet in height. The exterior color of both buildings would be a variety of dark blue, red, light beige, and off-white. Exterior materials for both buildings would be used would include concrete, grey brick, and spandrel glass. Additionally, metal fences would encompass the Project Site.

Utilities

The Project would connect to the existing 12-inch water main located along Great Mall Drive. The City of Milpitas would provide potable water services to the Project Site. A new 6-inch sewer line will be constructed to connect to the City's 8-inch main; and new 6-inch and 8-inch storm drains will collect water and then route to a detention basin, in order to meet the Stormwater Treatment Requirements, which will then drain into a private storm drain system along Great Mall Drive. A new Recycled Water system will need to be constructed in order to provide irrigation to the landscape areas. A connection to the existing 8-inch Recycled Water Main on Falcon Drive will be established. No natural gas will be used on the Project. The Project would also install new concrete ditch lines that would drain stormwater runoff to new drainage inlets located along the northern and southern borders of the school buildings. Telecommunication distribution comes out of the existing school's Server Room and would connect to the new telecom room. The Project would require a new primary 4-inch conduit routed underground to new electric utility, pad mounted, medium voltage transformer. The new primary 4-inch conduit will be supplied from the existing switching cabinet or manhole adjacent to the property. The new utility transformer will be located inside the new equipment yard.

Exterior Lighting

An existing pole mounted lighting fixture along Great Mall Drive would be preserved for use. The Project would mount 12 new lighting fixtures on the north, east, and south perimeters of the existing building at a height of 10 feet or 20 feet above the ground. The Project would also install nine new lighting fixtures along the perimeter of the proposed gymnasium building at a height of 10 feet above the ground. The lighting plan would ensure that the exterior lighting fixtures will not result in light spillage onto adjacent properties.



Project Construction

For the purpose of analyzing impacts associated with construction activities, this analysis assumes a construction schedule of approximately 12 months beginning in 2024. This analysis assumes the Project will be fully operational in 2025. This assumption is conservative and yields the maximum daily impacts. Construction activities associated with the Project would be undertaken in three main steps: (1) Removal of existing surface pavement and vegetation (2 weeks), (2) grading/foundation preparation for proposed gymnasium (3 weeks), and (3) building construction for the proposed gymnasium and interior renovation of the existing building (11 months). Equipment and construction staging for the Project will take place on site.

This analysis assumes cut/fill operations would balance soil on site and no soil import or export would be required. It estimated approximately 221.5 tons of debris will be removed during the site clearing and interior renovation phases, of which 153.5 tons will be recycled.

Building construction of the proposed gymnasium would include the construction of the proposed structure, connection of utilities, architectural coatings, and paving the Project Site. Architectural coating and paving are assumed to occur over the final month of the building construction phase.

Conventional construction equipment would be used, such as excavators, backhoes, and both light- and heavy-duty trucks. Truck trips are expected to reach the Project Site via Great Mall Drive and Falcon Drive. Truck trips for off haul materials are expected to travel along these same routes and arterials to dispose of construction and demolition debris.

2.3 DISCRETIONARY ACTIONS AND APPROVALS

Discretionary entitlements, reviews, and approvals required for implementation of the Project would include, but would not necessarily be limited to, the following:

State Agencies

- State Water Resources Control Board: National Pollutant Discharge Elimination System (NPDES) Permit

Local Agencies

- City of Milpitas: Development Agreement
- City of Milpitas: Site Development Permit Review
- City of Milpitas: Conditional Use Approval

3.0 ENVIRONMENTAL CHECKLIST

A. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

☐	Aesthetics	☐	Agriculture and Forestry Resources	☒	Air Quality
☒	Biological Resources	☒	Cultural Resources	☐	Energy
☒	Geology and Soils	☒	Greenhouse Gas Emissions	☐	Hazards and Hazardous Materials
☐	Hydrology and Water Quality	☐	Land Use and Planning	☐	Mineral Resources
☐	Noise	☐	Population and Housing	☐	Public Services
☐	Recreation	☐	Transportation	☒	Tribal Cultural Resources
☐	Utilities and Service Systems	☐	Wildfire	☐	Mandatory Findings of Significance

B. DETERMINATION: (to be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the Proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	☐
I find that, although the Proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the Project. A MITIGATED NEGATIVE DECLARATION will be prepared.	☒
I find that the Proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	☐
I find that the Proposed Project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment., but at least effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	☐

I find that although the Proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Proposed Project, nothing further is required.	☐
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Avery Stark

Printed Name

Acting Senior Planner

Title

Avery Stark

Signature

5.29.2024

Date

C. ENVIRONMENTAL IMPACTS

1. Aesthetics

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c. Substantially degrade the existing visual character or quality of public views of the site and its surroundings? If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Except as provided in Public Resources Code Section 21099, would the project:

a) Have a substantial adverse effect on a scenic vista?

Less than Significant Impact. A scenic vista is generally defined as a view of undisturbed natural characteristics exhibiting a unique feature that comprises an important or dominant portion of the viewshed. Although scenic vistas are identified at the discretion of its jurisdiction, common examples of scenic vistas include open hillsides, mountain ranges, rivers/streambeds, and large bodies of water.

The City of Milpitas considers both natural and man-made resources including hillsides, ridges, visually significant vegetation, and other elements that are critical in shaping the City's scenic identity as scenic resources.¹ Due to its location, the existing obstructing trees and structure on-site, and the surrounding uses, the Project Site allows for partial views of the open hillsides located to the east. These views are made available for pedestrians, bicyclists, and vehicles travelling along Great Mall Parkway.

Public viewsheds include the open hillsides, partial views of the existing buildings, several trees, and the existing surface parking lot located within the northwest corner of the Project Site. Implementation of the

¹ City of Milpitas, *City of Milpitas General Plan Environment Impact Report*, November 2020. Available online at: <https://www.milpitas.gov/DocumentCenter/View/1344/Draft-EIR-final-edits-PDF?bidId=>, accessed December 12, 2023.

Project would include removal of this surface parking lot and construction of a new turf playfield in its place. This use is not anticipated to introduce new obstructions to the public views of the open hillsides. The Project would also construct a new gymnasium building that would be visible within this public viewshed. However, the height and size of the proposed gymnasium would be smaller than the existing building and would not further obstruct the existing views of the open hillsides. Furthermore, the Project would remove some of the existing on-site trees that are currently obstructing the views of the hillsides, making the scenic resource more visible. For these reasons, Project implementation would result in less than significant impacts to scenic vistas.

Mitigation Measures: No mitigation measures are required.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. There are no designated or eligible State scenic highways located near the Project Site or within its immediate vicinity. The nearest designated, or eligible for designation, State scenic highway is Interstate 680 (I-680) beginning at post mark 6.1 and ending at post mark R6.4 in the City of Fremont. This segment is located approximately 4.07 miles northwest of the Project Site.² Due to the distance of the Project Site to this segment, topography, and intervening landscape, trees, and structures, the Project Site is not within or visible from any existing designated (or eligible) scenic highways. Thus, the Project would not result in impacts to a scenic resource within a state scenic highway.

Mitigation Measures: No mitigation measures are required.

c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less than Significant Impact. The Project Site is located in an urbanized area of the City that has been highly disturbed. Thus, for the purpose of this threshold, the Project's potential to conflict with applicable zoning and other regulations governing scenic quality is evaluated.

Although the construction activities associated with the Project would result in changes to the visual quality in the Project Site vicinity, these activities would be temporary and would cease upon completion

² California Department of Transportation (Caltrans), "California State Scenic Highways." Available online at: <https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>, accessed December 12, 2023.

of Project construction. Project development would be in accordance with all applicable City design guidelines and standards, including those outlined in the MMSP. Project plans would be subject to City review and approval prior to construction. Furthermore, the redevelopment of the existing office building would implement exterior building materials, architectural styles, and color that are compatible with the existing Stratford Preparatory School located south of the Project Site. The proposed gymnasium would also be constructed with similar building materials and colors. As such, the Project would not substantially degrade the existing visual character or quality of the site or its surroundings, and the Project would not conflict with applicable zoning and other regulations governing scenic quality. Project impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less than Significant Impact. Light emanating from building interiors that pass-through windows and light from exterior sources (i.e., street lighting, parking lot lighting, field lighting, building illumination, security lighting, and landscape lighting) serve as primary sources of light.

The Project Site is located within an urban and developed area and is surrounded by commercial, institutional, hotel, and residential uses. The residential uses include vacant land that is currently under construction and will operate as an apartment complex by the time the Project begins operations.

Project construction may require the use of temporary lighting during evening hours. However, construction activities associated with the Project would adhere to Section V-213-3 (Unlawful to Create or Permit Disturbing Noise) of the City's Municipal Code, which requires construction activities to be limited to occur between the hours of 7:00 A.M. and 7:00 P.M. on weekdays and weekends. No construction activities are permitted on holidays. As such, lighting for short-term construction activities would cease at 7:00 p.m.

Project implementation would increase the exterior nighttime lighting on-site to accommodate the proposed school use. Specifically, the Project would install exterior lighting fixtures that would be mounted on the proposed school building and gymnasium building. While the proposed school's typical weekday activities on-site would cease by 6:30 P.M., the school is anticipated to have occasional events on-site that may cease by 9:00 P.M. However, any light spillover emitted to the west of the Project Site would be obstructed by the existing on-site trees and overhead transit line. Additionally, the Project would adhere to Section XI-10-57.17 (Lighting) of the Milpitas Municipal Code and ensure that all exterior lighting is shielded and uses minimum wattage to reduce visibility off-site. As such, the new lighting introduced by

the Project would not result in a substantial increase in light that could adversely affect nighttime views in the area. Therefore, the Project's impacts regarding light and glare would be less than significant.

Mitigation Measures: No mitigation measures are required.

2. Agriculture and Forestry Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest Range and Assessment Project and Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board (CARB). Would the project:

- a) **Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

No Impact. According to the California Department of Conservation's California Important Farmland Finder, the Project Site is not classified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.³ Further, the Project Site is zoned for Commercial (C2) with a Transit Oriented Development (TOD) overlay, and according to the MMSP, the Project Site is part of the 23.6-acre Great Mall District and is designated as Business Park Research & Development, Limited Residential (BPDR-R). Thus, the Project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use. No impact would occur.

Mitigation Measures: No mitigation measures are required.

- b) **Conflict with existing zoning for agricultural use, or a Williamson Act Contract?**

No Impact. As stated above, the Project Site is zoned C2 and designated as BPDR-R. The existing zoning does not include any agricultural-related zoning designations, nor is the site part of a Williamson Act contract.⁴ Additionally, the land uses surrounding the Project Site are not zoned for agricultural uses or in a Williamson Act contract. Therefore, Project implementation would not conflict with existing zoning for agricultural use, or a Williamson Act contract. No impact would occur.

Mitigation Measures: No mitigation measures are required.

- c) **Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?**

No Impact. The Project Site is not zoned or used for forest land or timberland purposes and is not zoned Timberland Production. Further, Project implementation would not result in the rezoning of forest land, timberland, or timberland zoned Timberland Production. Therefore, no impact would occur.

³ California Department of Conservation, "California Important Farmland Finder," Available online at: <https://maps.conservation.ca.gov/dlrp/ciff/>, Accessed December 8, 2023.

⁴ California Department of Conservation, *The Williamson Act Status Report*, 2022. Available online at: https://www.conservation.ca.gov/dlrp/wa/Documents/stats_reports/2022%20WA%20Status%20Report.pdf, accessed December 8, 2023.

Mitigation Measures: No mitigation measures are required.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. As stated above, the Project Site is not occupied by or used for forest land. Therefore, no impacts would occur.

Mitigation Measures: No mitigation measures are required.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact. As the Project would occur within a highly developed and urban area, Project implementation would not result in the conversion of farmland or forest land to non-agricultural/non-forest land use. No impact would occur.

Mitigation Measures: No mitigation measures are required.

3. Air Quality

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b. Violate any air quality standard or result in a cumulatively considerable net increase in an existing or projected air quality violation?	☐	☒	☐	☐
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d. Result in substantial emissions (such as odors or dust) adversely affecting a substantial number of people?	☐	☐	☒	☐

Air Quality Setting

Bay Area Air Quality Management District (BAAQMD)

BAAQMD is the primary agency responsible for assuring that the National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) are attained and maintained in the Bay Area. BAAQMD's jurisdiction includes all of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo and Santa Clara counties, and the southern portions of Solano and Sonoma counties. The Air District's responsibilities in improving air quality in the region include: preparing plans for attaining and maintaining air quality standards; adopting and enforcing rules and regulations; issuing permits for stationary sources of air pollutants; inspecting stationary sources and responding to citizen complaints; monitors air quality and meteorological conditions; awarding grants to reduce mobile emissions; implementing public outreach campaigns; and assisting local governments in address climate change.

The BAAQMD recommends that all proposed projects implement the following Basic Management Practices for Construction Related Fugitive Emissions:⁵

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.

⁵ Bay Area Air Quality Management District, *BAAQMD CEQA Guidelines*, see Table 5-2. 2022. Available online at: <https://www.baaqmd.gov/plans-and-climate/california-environmental-quality-act-ceqa/updated-ceqa-guidelines>

3. All visible mud or dirt track-out onto adjacent roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
4. All vehicle speeds on unpaved roads shall be limited to 15 mph.
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
6. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.
7. All trucks and equipment, including their tires, shall be washed off prior to leaving the site.
8. Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a 6- to 12-inch layer of compacted layer of wood chips, mulch, or gravel.
9. Publicly visible signs shall be posted with the telephone number and name of the person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's General Air Pollution Complaints number shall also be visible to ensure compliance with applicable regulations.

Local

City of Milpitas General Plan

The *City of Milpitas 2040 General Plan* (General Plan) is a planning document that defines a long-term vision for the City over the next 20 years. The City of Milpitas updated and adopted its current *General Plan* in March 2021. Applicable goals and policies related to air quality from the City of Milpitas General Plan (General Plan) Air Quality Element are listed below:⁶

Goal CON-7: Implement a proactive approach to maintain and improve air quality within Milpitas and the region.

Policy CON 7-1: Ensure that land use and transportation plans support air quality goals through a logical development pattern that focuses growth in and around existing urbanized areas, locates new housing near places of employment, encourages

⁶ City of Milpitas. *General Plan 2040 City of Milpitas*. 2021. Available online at: <https://www.milpitas.gov/DocumentCenter/View/1147/Milpitas-2040-General-Plan-PDF?bidId=>, accessed December 19, 2023.

alternative modes of transportation, supports efficient parking strategies, reduces vehicle miles traveled, and requires projects to mitigate significant air quality impacts.

Policy CON 7-2: Minimize exposure of the public to toxic or harmful air emissions and odors through requiring an adequate buffer or setback distance between residential and other sensitive land uses and land uses that typically generate air pollutants, toxic air contaminants, or obnoxious fumes or odors, including but not limited to industrial, manufacturing, and processing facilities, high-volume roadways, and industrial rail lines. New sensitive receptors, such as residences (including residential care and assisted living facilities for the elderly), childcare centers, schools, playgrounds, churches, and medical facilities shall be located away from existing point sources of air pollution such that excessive levels of exposure do not result in unacceptable health risks. Compliance shall be verified through the preparation of a Health Risk Assessment when deemed necessary by the Planning Director.

Policy CON 7-3: Require projects which generate high levels of air pollutants, such as heavy industrial, manufacturing facilities and hazardous waste handling operations, to incorporate air quality mitigations in their design to reduce impacts to the greatest extent feasible.

Policy CON 7-4: Require projects to adhere to the requirements of the BAAQMD.

Policy CON 7-5: Use the City's development review process and the California Environmental Quality Act (CEQA) to evaluate and mitigate the local and cumulative effects of new development on air quality.

Policy CON 7-6: Coordinate with CARB and the BAAQMD to properly measure air quality emission sources and enforce the standards of the Clean Air Act.

Policy CON 7-7: Comply with regional, state, and federal standards and programs for control of all airborne pollutants and noxious odors, regardless of source.

Policy CON 7-8: Consider the health risks associated with Toxic Air Contaminants (TACs) when reviewing development applications.

Policy CON 7-9: Coordinate with Santa Clara County and nearby cities to implement regional GHG reduction plans and to consolidate efforts to reduce GHGs throughout the county as appropriate.

Policy CON 7-10: Implement policies and action from the Land Use and Circulation Elements to provide mixed-use developments, locate high-density uses near transit facilities, provide neighborhood-serving retail uses convenient to residential neighborhoods, and other Transportation Demand Management (TDM) programs that would reduce vehicle trips and vehicle miles traveled, thus reducing air-pollutant emissions.

Policy CON 7-11: Encourage improvements and design features that reduce vehicle delay such as bus turnouts, and synchronized traffic signals for new development to reduce excessive vehicle emissions caused by idling.

Policy CON 7-12: Encourage and prioritize infrastructure investments and improvements that promote safe walking, bicycling and increased transit ridership.

Policy CON 7-13: Implement energy policies and actions that have co-benefits of reduced air pollution and greenhouse gases by increasing energy efficiency, conservation, and the use of renewable resources.

BAAQMD Thresholds

The BAAQMD CEQA Air Quality Guidelines (BAAQMD Guidelines)⁷ set forth methodologies and quantitative significance thresholds that a lead agency may use to estimate and evaluate the significance of a project's air emissions, see **Table 3.3-1, Bay Area Air Quality Management District Regional Significance Thresholds**. The BAAQMD has also established significance thresholds for the excess health risks posed to nearby sensitive receptors, see **Table 3.3-2, Health Risk Significance Thresholds**.

⁷ Bay Area Air Quality Management District. *BAAQMD CEQA Guidelines*. 2022. Available online at: <https://www.baaqmd.gov/plans-and-climate/california-environmental-quality-act-ceqa/updated-ceqa-guidelines>; accessed February 1, 2024.

Table 3.3-1
Bay Area Air Quality Management District Regional Significance Thresholds

Pollutant	Construction-Related	Operational-Related	
	Average Daily Emissions (lbs/day)	Average Daily Emissions (lbs/day)	Maximum Annual Emissions (tpy)
ROG	54	54	10
NOx	54	54	10
PM10	82 (exhaust)	82	15
PM2.5	54 (exhaust)	54	10
CO	Not Applicable	9.0 ppm (8-hour average) or 20.0 (1-hour average)	
Fugitive Dust	Best Management Practices	None	

Source: BAAQMD. CEQA Guidelines. Available online at: <https://www.baaqmd.gov/plans-and-climate/california-environmental-quality-act-ceqa/updated-ceqa-guidelines>

Table 3.3-2
Health Risk Significance Thresholds

Health Risks and Hazards	Single Sources Within 1,000-foot Zone of Influence	Combined Sources (Cumulative from all sources within 1,000-foot zone of influences)
Excess Cancer Risk	>10 per one million	>100 per one million
Hazard Index	>1.0	>10.0
Incremental Annual PM2.5	>0.3 ug/m3	>0.8 ug/m3

Source: BAAQMD. CEQA Guidelines. Available online at: <https://www.baaqmd.gov/plans-and-climate/california-environmental-quality-act-ceqa/updated-ceqa-guidelines>

Methodology

Construction and operational criteria air pollutant emissions were calculated in the California Emissions Estimator Model (CalEEMod) and were compared to the BAAQMD's significance thresholds. Average daily emissions from Project construction and operation were calculated, including both on-site and off-site activities.

The analysis examines temporary construction emissions, long-term operational emissions, localized pollutant concentrations, TACs, and odors. Common sources of construction emissions include heavy-duty off-road construction equipment exhaust, fugitive dust, and architectural coatings. Sources of operational emissions include the use of consumer products, motor vehicle trips attracted to or generated by a land

use, and on-site combustion of natural gas. Consistent with the requirements of CEQA, this analysis reflects a best-effort approach to disclose all reasonably foreseeable impacts based on currently available information.

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact. The most recent clean air plan is the Bay Area 2017 Clean Air Plan that was adopted by BAAQMD in April 2017. The Plan includes control measures that are intended to reduce air pollutant emissions in the Bay Area either directly or indirectly. Projects that are consistent with the development of a regional or local air quality plan are considered not to conflict with the attainment of air quality standards identified in the plan.

Consistency with the air quality plan can be determined through evaluation of project-related air quality impacts and demonstration that project-related emissions would not increase the frequency or severity of existing violations or contribute to a new violation of the national ambient air quality standards. The BAAQMD CEQA Air Quality Guidelines include thresholds of significance that are applied to evaluate regional impacts of project-specific emissions of air pollutants and their impact on BAAQMD's ability to reach attainment. Emissions that are above these thresholds have not been accommodated in the air quality plans and would not be consistent with the air quality plans. The Project would not conflict with the latest 2017 Clean Air Plan since emissions would not exceed BAAQMD thresholds, (see **Table 3.3-1** and **Table 3.3-2** above). Therefore, the Project would not conflict with or obstruct implementation of the applicable air quality plan and impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard?

Less Than Significant Impact with Mitigation Incorporated. A project may have a significant impact if project-related emissions would exceed federal, State, or regional standards or thresholds, or if project-related emissions would substantially contribute to an existing or project air quality violation. To determine Project significance, emissions were compared to the BAAQMD construction and operational air quality thresholds.

Construction Emissions

Construction associated with the Project would generate short-term emissions of criteria air pollutants. The criteria pollutants of primary concern within the Project vicinity include ozone-precursor pollutants (i.e.,

ROG and NO_x), PM₁₀, and PM_{2.5}. Construction-generated emissions are short term and of temporary duration, lasting only when construction activities occur, but would be considered a significant air quality impact if the volume of pollutants generated exceeds the BAAQMD's thresholds of significance.

Construction activities associated with the Project would be undertaken in three main steps: (1) Removal of existing surface pavement and vegetation (2 weeks), (2) grading/foundation preparation for proposed gymnasium (3 weeks), and (3) building construction for the proposed gymnasium and interior renovation of the existing building (11 months). Equipment and construction staging for the Project will take place on-site. Paving and architectural coating is assumed to overlap with the final month of building construction phase. Project construction is anticipated to begin in 2024 with Project operations beginning in 2025.

Construction activities would generate emissions of ozone precursors (ROG and NO_x), CO, and dust (PM₁₀, and PM_{2.5}). Construction activity under the Project has the potential to create air quality impacts through emissions produced by the use of heavy-duty construction equipment and by vehicle trips generated by construction worker commuting, construction vendor material deliveries, and haul truck trips to and from Project Site. Fugitive dust (PM₁₀ and PM_{2.5}) emissions would primarily result from demolition and grading activities. NO_x emissions, a precursor emission to ozone, would primarily result from the use of construction equipment. During the finishing phases, paving operations and the application of architectural coatings (e.g., paints) and other building materials would release ROG_s, the other precursor emission to O₃. Construction emissions can vary substantially from day to day, depending on the level of activity, the specific type of operation, and, for dust, the prevailing weather conditions.

Construction-generated emissions associated with the Project were calculated using CalEEMod. Predicted average daily construction-generated emissions for the Project are summarized in **Table 3.3-3, Construction-Related Criteria Pollutant and Precursor Emissions – Average Daily Emissions**. As shown in **Table 3.3-3**, the average daily emissions generated during the construction of the Project would not exceed the BAAQMD construction emission thresholds. Therefore, impacts associated with construction emissions are considered less than significant.

Table 3.3-3
Construction-Related Criteria Pollutant and Precursor Emissions – Average Daily Emissions

Construction Year	ROG	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
2024	0.23	2.26	2.70	< 0.05	0.21	0.14
2025	0.46	2.22	3.01	0.01	0.11	0.09
Regional Threshold	54	54	None	None	82	54
<i>Exceed?</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>

Source: Impact Sciences January 2024. See Appendix A, Air Quality and Greenhouse Gas Data. While the BAAQMD thresholds of significance identify particulate matter thresholds for exhaust only, this table has conservatively presented the total (exhaust and dust) particulate matter emissions.

Operational Emissions

Operational air pollutant emissions would be generated primarily by automobiles driven to drop off and pick up students. Other sources of operational emissions include architectural coatings and maintenance products, consumer products, and energy use at the Project Site. CalEEMod was used to estimate emissions from operation of the Project. The operational air quality emissions were compared against BAAQMD thresholds to determine Project significance.

Emissions associated with vehicle travel depend on the year of analysis as emission control technology requirements are phased-in over time. Therefore, the earlier the year analyzed in the model, the higher the emission rates used by CalEEMod. The earliest year the Project could possibly be fully operational would be 2025. Emissions associated with build-out later than 2025 would be lower, as newer vehicles must meet increasingly more stringent emissions standards, while older, more polluting, vehicles are less utilized.

CalEEMod allows the user to enter specific vehicle trip generation rates. According to the Project's transportation engineer, the Project will generate approximately 1,965 vehicle trips per day.⁸ The long-term operational emissions attributable to the Project are summarized in **Table 3.3-4, Estimated Operational Emissions**.

⁸ Hexagon Transportation Consultants, Inc., 1323 Great Mall Drive Stratford School, Traffic Operations Analysis, January 8, 2024. Report available on file with the City Planning Department.

Table 3.3-4
Estimated Operational Emissions

Emissions Source	ROG	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Average Daily Emissions (lbs./day)						
Mobile	4.74	4.31	39.4	0.10	9.46	2.44
Area	1.66	0.02	1.28	< 0.02	< 0.02	< 0.02
Energy	0.04	0.66	0.56	< 0.02	0.05	0.05
Total Average Daily Operational Emissions	6.40	4.99	41.24	0.14	9.53	2.51
Average Daily Emissions Thresholds (lbs./day)	54	54	None	None	82	54
Exceed Thresholds?	No	No	NA	NA	No	No
Annual Emissions (tons/year)						
Mobile Source	0.87	0.79	7.19	0.02	1.73	0.45
Area Source	0.30	< 0.02	0.23	< 0.02	< 0.02	< 0.02
Energy Source	< 0.02	0.12	0.10	< 0.02	< 0.02	< 0.02
Total Annual Operational Emissions (tons/year)	1.19	0.93	7.52	0.06	1.77	0.49
Annual Thresholds (tons/year)	10	10	None	None	15	10
Exceed Thresholds?	No	No	NA	NA	No	No

Source: Impact Sciences January 2024. See **Appendix A**. While the BAAQMD thresholds of significance identify particulate matter thresholds for exhaust only, this table has conservatively presented the total (exhaust and dust) particulate matter emissions. Area and energy emissions for the existing building and the new gymnasium were calculated together.

As shown in **Table 3.3-3** and **Table 3.3-4**, neither the Project's construction nor operational emissions would exceed the BAAQMD's thresholds for any criteria air pollutants. Furthermore, as for cumulative construction and operational impacts, the Project will not produce cumulatively considerable emissions of nonattainment pollutants since the Project will not exceed regional thresholds. Furthermore, consistent with BAAQMD requirements, the Project would implement **Mitigation Measure AQ-1**. As such, the Project will result in a less than significant impact with mitigation.

Mitigation Measures: While impacts would be less than significant without mitigation, the BAAQMD requires the implementation of the BAAQMD Basic Best Management Practices for Construction-Related Fugitive Dust Emissions and would ensure impacts remain less than significant.

AQ-1 The following BAAQMD Basic Best Management Practices for Construction-Related Fugitive Dust Emissions shall be implemented:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.

- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- All visible mud or dirt track-out onto adjacent roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 mph.
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.
- All trucks and equipment, including their tires, shall be washed off prior to leaving the site.
- Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a 6- to 12-inch layer of compacted layer of wood chips, mulch, or gravel.
- Publicly visible signs shall be posted with the telephone number and name of the person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's General Air Pollution Complaints number shall also be visible to ensure compliance with applicable regulations.

c) Expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact. Based on the BAAQMD CEQA Guide, a significant impact may occur if a project were to generate pollutant concentrations to a degree that would significantly affect sensitive receptors.

Construction

Project impacts related to increased community risk could occur by introducing a new source of localized pollutants during construction and operation with the potential to adversely affect existing sensitive receptors in the Project vicinity. A sensitive receptor is defined by the BAAQMD as the following: "facilities

or land uses that include member of the population that are particularly sensitive to the effects of air pollutant, such as children, the elderly, and people with illnesses. Examples include schools, hospitals, and residential areas.” The BAAQMD recommends assessing the potential impacts within 1,000 feet of the Project site in all directions. The closest sensitive receptors include:

- The existing Stratford school adjacent to the south of the Project Site.
- Existing vacant land approximately 551 feet to the west that is currently under construction and is anticipated to operate as a multi-family apartment complex by the time the Project begins operations.
- Centre Pointe Drive Apartments located 511 feet to the west of the Project Site.
- Capitol Apartments 645 feet to the south of the Project Site.

The primary sources of potential TACs under the Project would be construction activity and the associated generation of diesel particulate matter (DPM) emissions from the use of off-road diesel equipment required for demolition, grading, paving, and other construction activities. The amount to which nearby sensitive receptors are exposed (a function of concentration and duration of exposure) is the primary factor used to determine health risk. Health-related risks associated with diesel-exhaust emissions are primarily linked to long-term exposure and the associated risk of contracting cancer.

Construction of the Project, particularly the new gymnasium, would not have the potential to generate large amounts of DPM since a minimal amount of daily heavy construction equipment will be utilized and the overall construction duration would be short (approximately 12 months). Furthermore, as shown in more detail in Appendix A, the low levels of diesel exhaust would primarily be emitted during demolition and grading phases, which are anticipated to last only one month total. Average daily diesel exhaust emissions generated on-site during the 11 months of building construction would be negligible (i.e., less than 0.07 pounds per day). Emissions generated from the development of the new gymnasium are temporary and localized and would cease upon completion of construction. Furthermore, while it is noted that school operations occur directly south of the Project Site, health impacts associated with diesel exhaust are primarily a chronic risk, which means the receptor would need to be exposed to the pollutant for extended periods of time to potentially experience significant health risks (such as a resident in the same location for 30 years). As students are only on-campus during school hours and because diesel exhaust emissions would be low and short term, the Project would not have the potential to expose sensitive receptors to substantial pollutant concentrations. This impact would be less than significant.

Operation

Project-operation impacts related to increased health risk can occur either by introducing a new source of TACs with the potential to adversely affect existing sensitive receptors, or by introducing a new sensitive receptor, such as a residential use, in proximity to an existing source of TACs.

The Project does not include any stationary sources of TAC emissions and most Project vehicles would operate on gasoline and not diesel, which is the primary source of TACs and DPM. Therefore, operation of the Project would not generate TAC or PM_{2.5} emissions that could affect the health of the community near the Project Site. Furthermore, the Project Site does not lie within 1,000 feet of any stationary sources or major roadways that would expose future students to TAC emissions.⁹ As such, the Project would not contribute to human health risk to nearby receptors during operation, and the Project would also not contribute to any cumulative human health risk impact.

Carbon Monoxide Hotspots. The BAAQMD's CEQA Guidelines include screening criteria for localized carbon monoxide (CO) concentrations. The BAAQMD Guidelines state that a proposed project would be considered to have a less than significant CO concentration if:

1. Project is consistent with an applicable congestion management program established by the county congestion management agency for designated roads or highways, regional transportation plan, and local congestion management agency plans.
2. The project traffic would not increase traffic volumes at affected intersections to more than 44,000 vehicles per hour.
3. The project traffic would not increase traffic volumes at affected intersections to more than 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited (e.g., tunnel, parking garage, bridge underpass, natural or urban street canyon, below-grade roadway).

The Project would not conflict with a program, plan, ordinance, or policy addressing the circulation system. According to the Project's transportation engineer, existing traffic volumes conditions at the busiest intersection, Great Mall Drive and Falcon Drive, generates 3,200 daily trips, with 1,055 vehicle trips occurring during the AM peak hour, 1,088 during school PM peak hour, and 1,057 vehicle trips during PM peak hour. The Project is estimated to generate an increase of 1,965 daily trips, with 835 vehicle trips occurring during the AM peak hour, 485 vehicle trips during the school PM peak hour, and 240 vehicle

⁹ BAAQMD. *Permitted Stationary Sources Risk and Hazards*. Available online at: <https://baaqmd.maps.arcgis.com/apps/webappviewer/index.html?id=2387ae674013413f987b1071715daa65>, accessed February 1, 2024.

trips during the PM peak hour.¹⁰ Thus, the daily trips generated from the Project combined with the existing traffic volumes at the busiest intersection would not have the potential to increase traffic volumes at affected intersections to more than 44,000 vehicles per hour or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited. Therefore, the Project would not have the potential to cause or contribute to an exceedance of the California one-hour or eight-hour CO standards. Impacts with respect to localized CO concentrations would be less than significant.

Mitigation Measures: No mitigation measures are required.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less than Significant Impact. The BAAQMD CEQA Guidelines identify certain land uses as sources of odors. These land uses include wastewater treatment plants, food processing facilities, composting facilities, petroleum refineries, chemical manufacturing, landfills, dairies, and fiberglass manufacturing. The Project would not include any of the land uses that have been identified by the BAAQMD as odor sources.

Construction activities associated with the Project may generate detectable odors from heavy-duty equipment exhaust and architectural coatings. However, construction-related odors would be short-term in nature and cease upon buildout. In addition, the Project would be required to comply with the California Code of Regulations, Title 13, sections 2449(d)(3) and 2485, which minimizes the idling time of construction equipment either by shutting it off when not in use or by reducing the time of idling to no more than five minutes. This would reduce the detectable odors from heavy-duty equipment exhaust. Any odor impacts to existing adjacent land uses would be short-term and not substantial. As such, the Project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people and this impact would be less than significant.

Mitigation Measures: No mitigation measures are required.

¹⁰ Hexagon Transportation Consultants, Inc., 1323 Great Mall Drive Stratford School, Traffic Operations Analysis, January 8, 2024. Report available on file with the City Planning Department.

4. Biological Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☒
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☒	☐	☐
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Would the project:

- a) **Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulation, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

Less than Significant Impact with Mitigation Incorporated. A significant impact would occur if a project were to remove or modify habitat for any species identified or designated as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the state or federal regulatory agencies cited above. A search using the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB) determined that there are 71 special-status species that may potentially occur in the vicinity the Project Site (see **Table 3.4-1, Potentially Occurring Special-Status Species**).

**Table 3.4-1
Potentially Occurring Special-Status Species**

Element Type	Scientific Name	Common Name	Federal Status	State Status	Quadrangle
Fauna	<i>Ambystoma californiense</i> pop. 1	California tiger salamander - central California DPS	Threatened	Threatened	Milpitas
	<i>Rana boylei</i> pop. 4	foothill yellow-legged frog - central coast DPS	Threatened	Endangered	Milpitas
	<i>Rana draytonii</i>	California red-legged frog	Threatened	None	Milpitas
	<i>Accipiter striatus</i>	sharp-shinned hawk	None	None	Milpitas
	<i>Aquila chrysaetos</i>	golden eagle	None	None	Milpitas
	<i>Circus hudsonius</i>	northern harrier	None	None	Milpitas
	<i>Elanus leucurus</i>	white-tailed kite	None	None	Milpitas
	<i>Haliaeetus leucocephalus</i>	bald eagle	None	None	Milpitas
	<i>Ardea alba</i>	great egret	None	None	Milpitas
	<i>Ardea herodias</i>	great blue heron	None	None	Milpitas
	<i>Egretta thula</i>	snowy egret	None	None	Milpitas
	<i>Nycticorax nycticorax</i>	black-crowned night heron	None	None	Milpitas
	<i>Charadrius nivosus nivosus</i>	western snowy plover	None	None	Milpitas
	<i>Coccyzus americanus occidentalis</i>	western yellow-billed cuckoo	None	None	Milpitas
	<i>Falco columbarius</i>	merlin	Threatened	None	Milpitas
	<i>Falco peregrinus anatum</i>	American peregrine falcon	Threatened	Endangered	Milpitas
	<i>Agelaius tricolor</i>	tricolored blackbird	None	None	Milpitas
	<i>Icteria virens</i>	yellow-breasted chat	Delisted	Delisted	Milpitas

Element Type	Scientific Name	Common Name	Federal Status	State Status	Quadrangle
	<i>Lanius ludovicianus</i>	loggerhead shrike	None	Threatened	Milpitas
	<i>Hydroprogne caspia</i>	Caspian tern	None	None	Milpitas
	<i>Larus californicus</i>	California gull	None	None	Milpitas
	<i>Rynchops niger</i>	black skimmer	None	None	Milpitas
	<i>Geothlypis trichas sinuosa</i>	saltmarsh common yellowthroat	None	None	Milpitas
	<i>Setophaga petechia</i>	yellow warbler	None	None	Milpitas
	<i>Melospiza melodia pusillula</i>	Alameda song sparrow	None	None	Milpitas
	<i>Passerculus sandwichensis alaudinus</i>	Bryants savannah sparrow	None	None	Milpitas
	<i>Nannopterum auritum</i>	double-crested cormorant	None	None	Milpitas
	<i>Coturnicops noveboracensis</i>	yellow rail	None	None	Milpitas
	<i>Laterallus jamaicensis coturniculus</i>	California black rail	None	None	Milpitas
	<i>Rallus obsoletus obsoletus</i>	California Ridgways rail	None	None	Milpitas
	<i>Athene cunicularia</i>	burrowing owl	None	Threatened	Milpitas
	<i>Empidonax traillii</i>	willow flycatcher	Endangered	Endangered	Milpitas
	<i>Lepidurus packardi</i>	vernal pool tadpole shrimp	None	None	Milpitas
	<i>Lavinia exilicauda exilicauda</i>	Sacramento hitch	None	Endangered	Milpitas
	<i>Hysteroecarpus traskii traskii</i>	Sacramento-San Joaquin tule perch	Endangered	None	Milpitas
	<i>Spirinchus thaleichthys</i>	longfin smelt	None	None	Milpitas
	<i>Entosphenus tridentatus</i>	Pacific lamprey	None	None	Milpitas
	<i>Oncorhynchus mykiss irideus</i> pop. 8	steelhead - central California coast DPS	Candidate	Threatened	Milpitas
	<i>Oncorhynchus tshawytscha</i> pop. 13	chinook salmon - Central Valley fall / late fall-run ESU	None	None	Milpitas
	<i>Bombus caliginosus</i>	obscure bumble bee	Threatened	None	Milpitas
	<i>Bombus crotchii</i>	Crotch bumble bee	None	None	Milpitas
	<i>Bombus occidentalis</i>	western bumble bee	None	None	Milpitas
	<i>Neotoma fuscipes annectens</i>	San Francisco dusky-footed woodrat	None	Candidate Endangered	Milpitas
	<i>Reithrodontomys raviventris</i>	salt-marsh harvest mouse	None	Candidate Endangered	Milpitas
	<i>Enhydra lutris nereis</i>	southern sea otter	None	None	Milpitas

Element Type	Scientific Name	Common Name	Federal Status	State Status	Quadrangle
	<i>Taxidea taxus</i>	American badger	Endangered	Endangered	Milpitas
	<i>Sorex vagrans halicoetes</i>	salt-marsh wandering shrew	Threatened	None	Milpitas
	<i>Corynorhinus townsendii</i>	Townsend's big-eared bat	None	None	Milpitas
	<i>Myotis yumanensis</i>	Yuma myotis	None	None	Milpitas
	<i>Tryonia imitator</i>	mimic tryonia (=California brackishwater snail)	None	None	Milpitas
	<i>Gonidea angulata</i>	western ridged mussel	None	None	Milpitas
	<i>Anniella pulchra</i>	Northern California legless lizard	None	None	Milpitas
	<i>Emys marmorata</i>	western pond turtle	None	None	Milpitas
Vegetation	Northern Coastal Salt Marsh	Northern Coastal Salt Marsh	None	None	Milpitas
Flora	<i>Eryngium aristulatum</i> var. <i>hooveri</i>	Hoovers button-celery	None	None	Milpitas
	<i>Centromadia parryi</i> ssp. <i>congdonii</i>	Congdons tarplant	None	None	Milpitas
	<i>Lasthenia conjugens</i>	Contra Costa goldfields	Endangered	None	Milpitas
	<i>Atriplex depressa</i>	brittlescale	None	None	Milpitas
	<i>Atriplex minuscula</i>	lesser saltscale	None	None	Milpitas
	<i>Extriplex joaquinana</i>	San Joaquin spearscale	None	None	Milpitas
	<i>Suaeda californica</i>	California seablite	Endangered	None	Milpitas
	<i>Eleocharis parvula</i>	small spikerush	None	None	Milpitas
	<i>Astragalus tener</i> var. <i>tener</i>	alkali milk-vetch	None	None	Milpitas
	<i>Trifolium hydrophilum</i>	saline clover	None	None	Milpitas
	<i>Malacothamnus hallii</i>	Halls bush-mallow	None	None	Milpitas
	<i>Chloropyron maritimum</i> ssp. <i>palustre</i>	Point Reyes salty birds-beak	None	None	Milpitas
	<i>Puccinellia simplex</i>	California alkali grass	None	None	Milpitas
	<i>Navarretia prostrata</i>	prostrate vernal pool navarretia	None	None	Milpitas
	<i>Chorizanthe robusta</i> var. <i>robusta</i>	robust spineflower	Endangered	None	Milpitas

Source: California Department of Fish and Wildlife, BIO Geospatial Map-CNDDDB Species for Milpitas Quadrant, <https://apps.wildlife.ca.gov/bios/?tool=cnddbQuick>, accessed December 12, 2023.

As shown in **Table 3.4-1**, there are several special-status wildlife and plant species that have the potential to occur within the same US quadrant as the Project Site. However, the Project Site is currently developed with an office building, paved surface parking, and minimal non-native vegetation. The Project Site is immediately adjacent to three roadways and a developed school. As such, there is limited potential for the critical habitat of the majority of the special status flora and fauna identified above.

As shown in **Table 3.4-1**, there are several migratory bird species and special-status bird species that could potentially occur within the Project Site that typically nest in tall trees. These species include the white-tailed kite (*Elanus leucurus*), bald eagle (*Haliaeetus leucocephalus*), great egret (*Ardea alba*), black-crowned night heron (*Nycticorax nycticorax*), and double crested cormorant (*Nannopterum auritum*). The Project would operate as a school and is highly unlikely to disturb any potential nesting habitats on-site. However, construction activities associated with the Project would include removing 35 existing on-site trees. The Project would plant six new trees. As such, the Project could potentially disturb and modify critical habitats that may be present on-site for special-status bird species. **Mitigation Measure BIO-1** would require a pre-construction clearance survey to be conducted on-site with a qualified biologist prior to the initiation of construction activities associated with the Project. In the event that an active nest is discovered during the pre-construction clearance survey, **Mitigation Measure BIO-1** would require all construction activities associated with the Project to stay outside of a 100-foot buffer around the discovered nest. Implementation of **Mitigation Measure BIO-1** would ensure that the Project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species. As such, impacts to special-status migratory birds would be reduced to less than significant levels.

Mitigation Measures:

BIO-1 In the event that ground disturbing activities or removal of any trees, shrubs, or any other potential nesting habitat that are associated with the Project are scheduled to occur within the avian nesting season (from January 1 through August 31), a qualified biologist retained by the City shall conduct a pre-construction clearance survey for nesting birds within three days prior to any ground disturbing activities.

The biologist conducting the clearance survey shall document the negative results if no active bird nests are observed on the Project Site during the clearance survey with a brief letter report indicating that no impacts to active bird nests would occur before construction can proceed. If an active bird nest is discovered during the pre-construction clearance survey, construction activities shall stay outside of a 100-foot buffer around the active nest. Encroachment into the buffer shall occur only at the discretion of the qualified biologist.

Any activities requiring the removal of a tree with an active bird nest shall halt until nesting activity seasons, which would be determined by the qualified biologist.

The biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Results of the pre-construction survey and any subsequent monitoring shall be provided to the City of Milpitas, California Department of Fish and Wildlife, and other appropriate agencies. This requirement shall be indicated on the site improvement plan and specifications for verification by the City of Milpitas prior to the initiation of construction activities.

- b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

No Impact. The CDFW considers sensitive natural communities to have significant biotic value, with species of plants and animals unique to each community. The Project Site does not contain any riparian habitat and does not contain any streams or water courses necessary to support riparian habitat. As shown in Table 3.4-1, the CNDBB search revealed that the Northern Coastal Salt Marsh is a sensitive natural community. There is no Northern Coastal Salt Marsh vegetation present on-site with the nearest being approximately three miles northeast of the Project Site in the San Francisco Bay.¹¹ Given this distance and the developed and urbanized nature of the Project Site and surrounding area, the Project would not result in any adverse effects on any identified riparian habitat or other sensitive natural community.

Mitigation Measures: No mitigation measures are required.

- c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

No Impact. According to the USFWS National Wetlands Inventory Mapper, there are no mapped wetlands within the Project Site.¹² As such, no impacts would result pertaining to state or federally protected wetlands.

¹¹ Yerba Buena Chapter-CNPS, "Northern Coastal Salt Marsh." Available online at: <http://cnps-yerbabuena.org/northern-coastal-salt-marsh/>. Accessed January 8, 2024.

¹² United States Fish and Wildlife, "National Wetlands Inventory." Available online at: <https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/>. Accessed December 12, 2023.

Mitigation Measures: No mitigation measures are required.

- d) **Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

Less than Significant Impact with Mitigation Incorporated. Due to the developed and urbanized nature of the Project Site and surrounding area, Project implementation would not interfere with the movement of any native resident, migratory fish or animal species. However, existing ornamental vegetation on-site has the potential to provide suitable nesting habitat for birds. The Migratory Bird Treaty Act (MBTA) governs the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, or nests. There are several mature trees present within the Project Site that may provide suitable habitat for nesting birds protected under the MBTA and California Fish and Game Code §§ 3500-5500. Birds may also nest on or within the vacant building on-site. As discussed above, construction activities associated with the Project would remove 35 trees on-site, thus removing potential habitat for birds. However, as stated above, the Project would implement **Mitigation Measure BIO-1**, which would ensure any potential direct and indirect impacts to protected nesting birds would be reduced to less than significant levels.

Mitigation Measures: See **Mitigation Measure BIO-1**.

- e) **Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

Less than Significant Impact. The City of Milpitas Municipal Code (Title X, Streets and Sidewalks Chapter 2.0, *Tree Maintenance and Protection*) prohibits the removal of any street tree, protected tree or heritage planting from the Public Right-of-Way or private properties without first applying for a permit issued by the City of Milpitas Public Works and/or Planning Department. Additionally, the City may seek additional cost recovery for the removal of any protected tree. According to Section X-2-7.01 (Existing Trees Protected) of the Municipal Code, existing trees that are protected include trees that have a circumference greater than 37 inches on vacant properties and “heritage trees”. Section X-2-7.01 of the Municipal Code defines heritage trees as:

- An outstanding specimen or grove of a desirable species;
- One of the largest or oldest trees or grove of trees in Milpitas; and/or
- A tree or grove of trees possessing distinctive form, size, age, location and/or historical significance

As discussed, the Project would remove approximately 35 trees. However, the Project would preserve 56 on-site trees that are in fair to good health and plant six new trees on-site. According to the Project's preliminary landscape plan, there are no existing trees on-site with a trunk circumference greater than 37 inches. Prior to the issuance of grading permits, the Project would be required to submit the landscape plan outlining the species of each tree that would be removed to the City for review. In the event that a heritage or protected tree would be removed under the Project, the Project Applicant would be required to comply with Section X-2-4.02 (Permit Required for Removal) and apply for a tree removal permit with the City's Public Works Department. In accordance with the tree removal permit, the Project Applicant would be subject to fees associated with the value of the removed tree as determined by an arborist certified by the International Society of Arboriculture or required to plant at least two trees for every one protected tree removed by permit. Adherence to the applicable regulatory requirements outlined in the City's Municipal Code would ensure that impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The City of Milpitas is partially located within the planning area of the adopted *Santa Clara Valley Habitat Plan* (SCVHP). However, the Project Site is located outside of the SCVHP planning area.¹³ As such, the Project Site is not considered to be a Covered Activity under the SCVHP.¹⁴ No other Habitat Conservation Plan, Natural Community Conservation Plan, or other approved habitat conservation plans apply to the Project Site. Therefore, the Project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan, and no impact would occur.

Mitigation Measures: No mitigation measures are required.

¹³ Santa Clara Valley Habitat Agency, *Final Santa Clara Valley Habitat Plan*, Figure 1-2, Santa Clara Valley Habitat Plan Study Area and Permit Area. August 2012. Available online at: <https://www.scv-habitatagency.org/178/Santa-Clara-Valley-Habitat-Plan>, accessed December 12, 2023.

¹⁴ A "Covered Activity" is a lawful action authorized by the Incidental Take Permit and is implemented by the Permittee(s) in accordance with a Habitat Conservation Plan.

5. Cultural Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☐	☒
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
c. Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☒	☐

This section includes information provided in the Sacred Lands File (SLF) search report from the Native American Heritage Commission (NAHC) completed for this Project dated January 10, 2024. The results were negative. This report is incorporated herein by this reference and provided in **Appendix B, Cultural Resources Documentation**, to this Draft Initial Study.

Would the project:

- a) **Cause a substantial adverse change in the significance of a historical resource pursuant to in §15064.5?**

No Impact. A records request was sent to the Northwest Information Center (NWIC) on January 10, 2024, to inquire if any state or federally designated historical resources are identified either on-site or within the immediate vicinity of the Project Site (See **Appendix B** of this IS/MND). No responses from the NWIC have been received as of the publication of this MND. Typically, buildings that are recognized by the state as eligible resources are considered historic and are 50 years old or older. The Project Site currently includes an existing building that was constructed in 2002 and therefore was constructed 22 years ago. The existing building does not exhibit the historical architectural themes or styles that are commonly provided in other historically preserved buildings and communities throughout the state (e.g., buildings that have mid-century modern architectural style). Furthermore, the Office of Historic Preservation, the California Register of Historical Resources (CRHR), and the National Register of Historical Places (NRHP) do not identify any historical resources on-site.¹⁵ As such, the Project would not cause a substantial adverse change in the significance of a historical resource pursuant to *CEQA Guidelines* Section 15064.5, and no impacts would occur.

¹⁵ Office of Historic Preservation, “Built Environment Resource Directory (BERD).” Available online: https://ohp.parks.ca.gov/?page_id=30338, accessed January 23, 2024.

Mitigation Measures: No mitigation measures are required.

- b) **Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?**

Less than Significant Impact with Mitigation Incorporated. The Project Site is located in a developed and urban area that has been highly disturbed. Surfaces on-site are mostly paved with concrete. As such, it is unlikely that accidental discovery of archeological resources would occur. However, construction activities associated with the Project would involve grading. Thus, undiscovered archaeological resources could potentially be encountered during ground disturbing activities. In the event that previously unidentified archaeological resources are encountered, the Project would be required to comply with **Mitigation Measure CUL-1**. **Mitigation Measure CUL-1** would ensure that work in the immediate area of a potential archaeological find is halted until an archaeologist evaluates the find and determines appropriate subsequent procedures. With implementation of **Mitigation Measure CUL-1**, impacts would be less than significant.

Mitigation Measures:

CUL-1 If archaeological resources are encountered during ground-disturbing activities, work in the immediate area shall be halted and an archaeologist meeting the Secretary of Interior's Professional Qualification Standards for archaeology in either prehistoric or historic archaeology shall be contacted immediately to evaluate the find. If the resources are Native American human remains, the County Coroner and the Native American Heritage Commission shall be contacted as mandated by law. If necessary, the evaluation may require preparation of archaeological testing for California Register of Historical Resources (CRHR) eligibility. Results of the archaeological testing shall be reviewed and approved by the qualified archaeologist. If the discovery proves to be significant under CEQA and cannot be avoided by the Project, additional work may be warranted, such as data recovery excavation, and, if so, shall be identified by the archaeologist to mitigate any such significant impacts to cultural resources, if identified.

- c) **Disturb any human remains, including those interred outside of formal cemeteries?**

Less than Significant. As the Project Site has been subject to past subsurface disturbance associated with grading and foundations, it is not anticipated that intact human remains would be encountered during construction activities. However, in the event that human remains are encountered, those remains would require proper treatment, in accordance with the with State of California Health and Safety Code Section

7050.5. As required by State law, the requirements and procedures set forth in Section 5097.98 of the California Public Resources Code would also be implemented. Adherence to existing State laws would reduce impacts to any human remains, including those interred outside of formal cemeteries to less than significant levels.

Mitigation Measures: No mitigation measures are required.

6. Energy

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?

Less than Significant Impact. Pacific Gas & Electric (PG&E) provides electrical service to the County of Santa Clara, including the City of Milpitas

Construction Energy Use

Construction activity would use energy in the form of petroleum-based fuels to power off-road construction vehicles and equipment, construction worker travel, and vehicles used to deliver materials to the Project Site. The Project would require site preparation and grading, including hauling material off-site; building construction; paving; and architectural coating.

During construction, electricity would be consumed on a limited basis to power lighting, electrical equipment, and supply and convey water for dust control. Electricity would be supplied to the Project Site from existing electrical lines that connect to the Project Site. The electricity demand at any given time would vary throughout the construction period based on the construction activities being performed and would cease upon completion of construction. Electricity use from construction would be short-term, limited to working hours, used for necessary construction-related activities, and represent a small fraction of the Project’s annual operational electricity.

Construction activities typically do not involve the consumption of natural gas. Accordingly, natural gas would not be supplied to support Project construction activities; thus, there would be no expected demand generated by construction of the Project. If natural gas is used during construction, it would be in limited amounts and on a temporary basis and would specifically be used to replace or offset diesel-fueled equipment and as such would not result in substantial on-going demand.

Construction of the Project would utilize fuel-efficient equipment consistent with State and federal regulations, such as fuel efficiency regulations in accordance with CARB standards and California Code of Regulations, Title 13, sections 2449(d)(3) and 2485, which minimizes the idling time of construction equipment either by shutting it off when not in use or by reducing the time of idling to no more than five minutes.

Construction equipment would be maintained to applicable standards, and construction activity and associated fuel consumption and energy use would be temporary and typical of construction sites. It is also reasonable to assume contractors would avoid wasteful, inefficient, and unnecessary fuel consumption during construction to reduce construction costs. Therefore, the Project would not involve the inefficient, wasteful, and unnecessary use of energy during construction, and the construction-phase impact related to energy consumption would be less than significant.

Operation Energy Use

The Project would renovate the existing office building on-site into a new preparatory school. This new school would include a theater, bio/chem lab classrooms, kitchens, and electrical room. The Project would also include 16 bathrooms. Operations of the Project would consume energy for multiple purposes, including, but not limited to, use of electronics, lab equipment and appliances, HVAC equipment, and refrigeration. Energy would also be consumed during school operations related to water usage, solid waste disposal, and vehicle trips. The new gymnasium would consume energy through the use of electricity during practices, games, and other school uses.

The Project would be required to comply with the requirements outlined in the 2022 California Building Green Code (CALGreen Code), which would minimize the Project's energy demands. The Project would also be required to comply with Chapter 20 (Green Building Regulations) of the City's Municipal Code, which, in part, would aim to reduce building energy use. In addition, the Project would be supplied by PG&E, which in turn must comply with the Renewables Portfolio Standard (RPS) targets set by the State. PG&E has demonstrated that it has met these requirements previously, and it is reasonable to assume it will continue to do so and meet these targets. As such, electricity supplied to the Project Site would increasingly come from renewable sources throughout the life of the Project.

During operation, Project-related traffic would result in the consumption of petroleum-based fuels related to vehicular travel to and from the Project Site. The majority of the vehicle fleet would consist of light-duty automobiles and light-duty trucks, which are subject to fuel efficiency standards, such as the Low Carbon Fuel Standard (LCFS) and Low-Emission Vehicle Program Standards. The Low Carbon Fuel Standard, in part, aims to reduce fuel consumption and providers of transportation fuels must demonstrate that the mix

of fuels they supply for use in California meets the LCFS carbon intensity standards for each annual compliance period.¹⁶

For these reasons, the Project would not result in wasteful, inefficient, or unnecessary consumption of energy resources during construction or operation and impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

No Impact. The Project would be designed in a manner that is consistent with relevant energy conservation plans designed to encourage development that results in the efficient use of energy resources. The Project would comply with Title 24, CALGreen standards, and the City's Green Building Regulations would ensure the Project would incorporate energy efficient windows, insulation, lighting, ventilation systems, as well as water efficient fixtures, which is consistent with the state and City's goals for energy efficiency. As shown in **Figure 2.0-5, Conceptual Site Plan**, the Project would include four electric vehicle parking spaces at the northeastern parking lot area, in addition to the bicycle parking included as part of the proposed preparatory school. Per Chapter 20 of the City's Municipal Code, the Project would be LEED certified, which aims to increase energy efficiency. Adherence with state and local regulations and requirements would ensure that no impacts would occur.

¹⁶ California Air Resources Board, "Low Carbon Fuel Standard." Available online at: <https://ww2.arb.ca.gov/our-work/programs/low-carbon-fuel-standard/about>, accessed December 11, 2023.

7. Geology and Soils

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the state geologist for the area or based on other substantial evidence of a known fault, caused in whole or in part by the project's exacerbation of the existing environmental conditions? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii. Strong seismic ground shaking caused in whole or in part by the project's exacerbation of the existing environmental conditions?	☐	☐	☒	☐
iii. Seismic-related ground failure, including liquefaction, caused in whole or in part by the project's exacerbation of the existing environmental conditions?	☐	☐	☒	☐
iv. Landslides, caused in whole or in part by the project's exacerbation of the existing environmental conditions?	☐	☐	☐	☒
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c. Be located on a geologic unit that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse, caused in whole or in part by the project's exacerbation of the existing environmental conditions?	☐	☐	☒	☐
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

In 2015, the California Supreme Court, in *California Building Industry Association v. Bay Area Air Quality Management District* (2015) 62 Ca 4th 369 (*CBIA v. BAAQMD*), held that CEQA generally does not require a lead agency to consider the impacts of the existing environment on the future residents or users of a project. On the other hand, if a project exacerbates a condition in the existing environment, the lead agency is required to analyze the impact of that exacerbated condition on future residents and users of a project (as well as other impacted individuals). Thus, the analysis associated with existing geological hazards below focuses on whether the Project would exacerbate these environmental conditions and increase the potential to expose people to impacts.

Would the project:

- a) **Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:**
 - i) **Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the state geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

Less than Significant Impact. The Alquist-Priolo Earthquake Fault Zoning Act was passed following the 1971 San Fernando earthquake. The Act regulates development in California near known active faults due to hazards associated with surface fault ruptures. Alquist-Priolo maps are distributed to affected cities, counties, and state agencies for their use in planning and controlling new construction. Areas within Alquist-Priolo Earthquake Fault Zones require special studies to evaluate the potential for surface rupture to ensure that no structures intended for human occupancy are constructed across an active fault.

According to the California Geological Survey (CGS), the Project Site is not located within an Alquist-Priolo Earthquake Fault Zone for surface fault rupture hazard.¹⁷ In addition, the nearest active fault is the

¹⁷ California Department of Conservation, "Earthquake Zones of Required Investigation." Available online at: <https://maps.conservation.ca.gov/cgs/EOZApp/app/>. Accessed December 18, 2023.

Hayward Fault Zone, located approximately 1.6 miles east of the Project Site.¹⁸ Considering the distance to the nearest known active faults, the potential for surface fault rupture due to a known active fault is considered low. As such, impacts pertaining to potential fault rupture of a known earthquake fault is not likely. Compliance with the mandatory building code structural specifications, as well as adherence to geotechnical recommendations, would result in structures that would adequately resist adverse effects from seismic ground shaking. Therefore, impacts associated with strong seismic ground shaking would be less than significant.

Mitigation Measures: No mitigation measures are required.

a) **Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:**

ii) **Strong seismic ground shaking?**

Less than Significant Impact. As discussed above, the Project Site is located less than two miles from the southeast extension of the Hayward Fault, an earthquake fault line with an estimated magnitude (Mw) of 6.9 Mw. On a movement magnitude scale, seismic events with a magnitude between 6.1 to 6.9 Mw are classified as events that “may cause a lot of damage in very populated areas.”¹⁹ As such, the Project would be required to undergo a site plan review from the City’s Building Safety and Housing Department to ensure that design plans for the Project would be developed in accordance with the seismic design requirements for building, as detailed in the 2022 California Building Code (CBC). Compliance with the 2022 CBC would ensure that the Project would not directly or indirectly cause potential substantial adverse effects involving strong seismic ground shaking, and impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

a) **Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:**

iii) **Seismic-related ground failure, including liquefaction?**

Less than Significant Impact. Liquefaction is a phenomenon in which loose, saturated, relatively cohesionless soil deposits lose shear strength during strong ground motions. Primary factors controlling

¹⁸ United States Geological Survey, “Quaternary Fault and Fold Database of the United States.” Available online at: <https://www.usgs.gov/programs/earthquake-hazards/faults>. Accessed on December 13, 2023.

¹⁹ Michigan Tech University, “Earthquake Magnitude Scale,” Available online at: <https://www.mtu.edu/geo/community/seismology/learn/earthquake-measure/magnitude/>, accessed on December 13, 2023.

liquefaction include intensity and duration of ground motion, gradation characteristics of the subsurface soils, in-situ stress conditions, and the depth to groundwater. According to the CGS, the Project Site is located within an area that is identified as a liquefaction hazard zone.²⁰

As a new preparatory school, Project operations would not include any earth disturbing activities. As stated, the Project would be subject to site plan review and approval by the City's Building Safety and Housing Department to ensure that the proposed structures are seismically sound. Construction activities that involve earth disturbing activities would adhere to the best management practices (BMPs) and design standards outlined in the CGS's *Guidelines for Evaluating and Mitigating Seismic Hazards in California*. The Project would also comply with all applicable regulations and design standards in the 2022 CBC to ensure that liquefaction potential is minimized. Compliance with the 2022 CBC and the City's design standards and site plan review process would ensure that impacts involving ground failure involving liquefaction would be less than significant.

Mitigation Measures: No mitigation measures are required.

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

iv) Landslides?

No Impact. Landslides and other types of slope failures, such as lateral spreading, can result in areas with varying topography in the event of an earthquake. The Project Site is located within an area of the City with relatively flat topography. Additionally, the Project Site is not located within a designated landslide zone.²¹ As such, landslide hazard is anticipated to be negligible, and impacts related to landslides would not occur.

Mitigation Measures: No mitigation measures are required.

b) Result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact. Construction activities associated with the Project would result in ground surface disruption during site clearance and grading, which would temporarily expose soils, allowing for possible erosion. The Project would be required to comply with federal, regional, and local regulations pertaining to soil erosion related-construction activity. As discussed further in **Section 10, Hydrology and**

²⁰ California State Geportal, "Liquefaction Zones." Available online at: <https://gis.data.ca.gov/datasets/b70a766a60ad4c0688babdd47497dbad/about?layer=0>, accessed December 13, 2023.

²¹ California Department of Conservation, "Landslide Inventory (Beta)." Available online at: <https://maps.conservation.ca.gov/cgs/lsl/>, accessed December 13, 2023.

Water Quality, construction and operational activities associated with the Project would be subject to the applicable measures and requirements outline in Chapter 16 (Stormwater and Urban Runoff Pollution Control). By complying with local regional regulations, impacts related to soil erosion and loss of topsoil would be less than significant.

- c) **Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?**

Less than Significant Impact. Lateral spreading is a phenomenon in which surficial soil displaces along a shear zone that has formed within an underlying liquefied layer. The surficial blocks are transported downslope or in the direction of a free face, by earthquake and gravitational forces. The Project Site is relatively flat and does not include a free-facing slope in proximity to the site. Therefore, the potential for lateral spreading is considered very low.

Subsidence occurs when large amounts of groundwater have been withdrawn from certain types of rocks, such as fine-grained sediments. In California, large areas of land subsidence were first documented by USGS scientists in the first half of the 20th century. Most of this subsidence was a result of excessive groundwater pumping. The Project Site is located within an area that has been identified to potentially experience groundwater subsidence according to the USGS.²² However, the Project would operate as a school and would not involve groundwater pumping from the Project area. Further, the Project would adhere to the requirements outlined in the 2022 CBC related to soil treatment and excavation during construction. Therefore, adherence to state regulations would reduce impacts related to subsidence hazards to less than significant levels.

The potential for liquefaction is anticipated at the Project Site and, therefore, the potential for liquefaction-related collapse is also possible. However, as stated above, the Project would comply with the grading and foundation recommendations presented in the CGS's *Guidelines for Evaluating and Mitigating Seismic Hazards in California*. The Project would also be designed and constructed to comply with the 2022 CBC. These design requirements would minimize the impacts from lateral spreading and liquefaction to less than significant levels. Adherence to the seismic design parameters of the 2022 CBC would be confirmed at plan check and building design review with the City of Milpitas. Therefore, Project impacts concerning lateral spreading and liquefaction would be less than significant.

²² U.S. Geological Survey, "Areas of Land Subsidence in California." Available online at: https://ca.water.usgs.gov/land_subsidence/california-subsidence-areas.html, accessed December 13, 2023.

- d) **Be located on expansive soil, as identified in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?**

Less than Significant Impact. Expansive soils are defined as soils possessing clay particles that react to moisture changes by shrinking (when dry) or swelling (when wet). According to the United States Department of Agriculture (USDA), soils within the Project Site are classified as “Urban land-Hangerone complex” and “Urban land-Clear Lake complex” which generally consist of medium dense to dense sands and gravels. These materials have a low potential for soil expansion.²³ As such, impacts from soil expansion would be less than significant.

- e) **Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?**

No Impact. No septic tanks or alternative wastewater disposal systems would be constructed as part of the Project. Therefore, impacts related to soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems would not occur.

- f) **Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?**

Less than Significant Impact with Mitigation Incorporated. Paleontological resources include fossil remains or traces of past life forms, including both vertebrate and invertebrate species, as well as plants. Paleontological resources are generally found within sedimentary rock formations.

As discussed above, the Project Site is located within a developed and urban area that has been highly disturbed. Surfaces on-site are mostly paved with concrete and asphalt. However, ground disturbing activities during construction could potentially impact undiscovered paleontological resources, which could be considered a significant impact. **Mitigation Measure GEO-1** would require all construction activities to halt in the event that a paleontological resource is encountered and require a qualified paleontologist to assess the find and prepare a Paleontological Resource Mitigation Plan to address assessment and recovery of the resource. With the implementation of **Mitigation Measure GEO-1**, impacts related to the paleontological resources would be reduced to less than significant levels.

²³ United States Department of Agriculture, “Web Soil Survey.” Available online at: <https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>. Accessed December 13, 2023.

Mitigation Measures:

MM GEO-1 In the event that paleontological resources are discovered all construction activities shall halt within 50 feet of the discovery and a Paleontological Resource Mitigation Plan shall be prepared by a qualified paleontologist to address assessment and recovery of the resource. A final report documenting any found resources, their recovery, and disposition shall be prepared in consultation with the Project Applicant, and a copy of the report shall be provided to the City of Milpitas Planning Division.

8. Greenhouse Gas Emissions

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☒	☐	☐
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☒	☐	☐

Global climate change refers to any significant change in climate measurements, such as temperature, precipitation, or wind lasting for an extended period. Climate change may result from natural factors, natural processes within the climate system, and human activities that change the atmospheric composition and land surface. The dangers of climate change include, but are not limited to, increased wildfire dangers from extended dry seasons, sea level rise from melting ice caps and thermal expansion, and storm surges driven by changing weather patterns.

The natural process through which heat is retained in the troposphere²⁴ is called the “greenhouse effect.” Various gases in the Earth’s atmosphere, classified as atmospheric greenhouse gases, play a critical role in determining the Earth’s surface temperature. Solar radiation enters Earth’s atmosphere as short-wave radiation. It travels through the atmosphere without warming it and is absorbed by the Earth’s surface. When the Earth re-emits this radiation back toward space, the radiation changes to long wave radiation. GHGs are transparent to incoming short-wave solar radiation but absorb outgoing long wave radiation. As a result, radiation that otherwise would escape back into space is now retained, warming the atmosphere. This phenomenon is known as the greenhouse effect.

Regulatory Framework

The State of California has implemented a series of GHG plans and policies aimed at reducing state GHG emissions. Measures applicable to the project are summarized below:

²⁴ The troposphere is the bottom layer of the atmosphere, which varies in height from the Earth’s surface from 6 to 7 miles).

- Executive Order (EO) S-03-05. EO S-03-05 was issued by Governor Schwarzenegger to set statewide emissions reduction standards. The order required the state to reduce GHG emissions to 1990 levels by 2020 and reduce GHG emissions to 80% below 1990 by 2050.
- Assembly Bill (AB) 32. AB 32 was signed into law in 2006 and codified into law the 2020 GHG emissions target set by EO S-03-5.
- Senate Bill (SB) 32. SB 32 was signed into law in 2016 and sets into law the mandated reduction targets set in EO B-30-15, which required a reduction in GHG emissions to 40% below the 1990 levels by 2030.
- 2022 Final Scoping Plan. CARB issued the third, most comprehensive and far-reaching Scoping Plan developed to date. The 2022 Final Scoping Plan identifies a technologically feasible, cost-effective, and equity-focused path to achieve new targets for carbon neutrality by 2045 and to reduce anthropogenic GHG emissions to at least 85% below 1990 levels, while also assessing the progress California is making toward reducing its GHG emissions by at least 40% below 1990 levels by 2030, as called for in SB 32 and laid out in the 2017 Scoping Plan

Local Regulations

Bay Area Air Quality Management District (BAAQMD)

For land use development projects, the BAAQMD recommends using the approach endorsed by the California Supreme Court in *Center for Biological Diversity v. Department of Fish & Wildlife* (2015) (62 Cal.4th 204), which evaluates a project based on its effect on California's efforts to meet the State's long term climate goals. As the Supreme Court held in that case, a project that would be consistent with meeting those goals can be found to have a less than significant impact on climate change under CEQA. If a project would contribute its "fair share" of what will be required to achieve those long-term climate goals, then a reviewing agency can find that the impact will not be significant because the project will help to solve the problem of global climate change (62 Cal.4th 220–223).

City of Milpitas Climate Action Plan

The City of Milpitas adopted a Climate Action Plan Update (CAP Update) in 2022 to make Milpitas a more sustainable community by reducing GHG emissions and to establish a "qualified greenhouse gas reduction strategy." The CAP Update is designed to be a comprehensive roadmap to continue addressing the challenges of climate change and keep the City on its path to carbon neutrality by 2045. The CAP Update is the product of extensive and ongoing engagement with residents, businesses, local government, and other organizations and stakeholders. These extensive community engagement efforts have resulted in

locally based and context-specific strategies, measures, and actions designed to achieve the City's climate objectives while simultaneously enhancing the quality of life for Milpitas's residents, workers, and visitors.

The CAP Update also identifies nine "co-benefits" that would result from the implementation of the CAP Update. These co-benefits are considered as additional valuable outcomes that are not the primary intent of climate change mitigation or adaptation actions, such as improvements to local air quality and water supply, increases in local green jobs and cost savings, and benefits to public health and improved mobility options. The CAP Update incorporates best practices to produce a blueprint for achieving GHG emissions reduction in Milpitas and ultimately, to comply with AB 32, SB 32, AB 1279 and SB 375.

Milpitas's CAP Update meets the standards of a Qualified GHG Reduction Plan (which parallel and elaborate upon criteria established in *State CEQA Guidelines* Section 15183.5(b)(1)), as presented in the chapters referenced below.²⁵

- Quantify GHG emissions, both existing and projected over a specified time period, resulting from activities within a defined geographic area (Chapter 2).
- Establish a level, based on substantial evidence, below which the contribution of GHG emissions from activities covered by the plan would not be cumulatively considerable (Chapter 2).
- Identify and analyze the GHG emissions resulting from specific actions or categories of actions anticipated within the geographic area (Chapter 3).
- Specify measures or a group of measures, including performance standards that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level (Chapter 4).
- Establish a mechanism to monitor the plan's progress toward achieving the level and to require amendment if the plan is not achieving specific levels (Chapter 6).
- Adopt the GHG Reduction Strategy in a public process following environmental review.

The City also published an Addendum to the *City of Milpitas General Plan Final EIR* for the CAP Update in June 2022. The Addendum includes an attachment with an environmental checklist that serves as the appropriate CEQA compliance document and has been prepared in compliance with the requirements of Section 15162 of the *State CEQA Guidelines*. The checklist contains substantial evidence to support that the

²⁵ City of Milpitas, *Climate Action Plan Update*, 2022. Available online at: <https://www.milpitas.gov/DocumentCenter/View/891/Addendum-to-the-Milpitas-General-Plan-EIR-for-the-Milpitas-Climate-Action-Plan-Update-PDF>. Accessed November 30, 2023.

CAP update would not result in any new or substantially more severe environmental impacts from those identified in the *City of Milpitas General Plan EIR*.

City of Milpitas Green Building Regulations

The City of Milpitas Municipal Code (MMC) includes Chapter 20, Green Building Regulations which regulates the design, construction, maintenance, operation, and deconstruction of buildings by incorporating green building practices into all development. The building provisions are designed to achieve the following goals:

1. Increase energy efficiency;
2. Encourage water and resource conservation;
3. Reduce waste generated by construction projects; and
4. Promote the health of residents, workers, and visitors to the City.²⁶

BAAQMD Thresholds

The BAAQMD does not provide an adopted threshold of significance for construction related GHG emissions. The *BAAQMD 2022 CEQA Guidelines*²⁷ states that GHG emissions from construction represent a very small portion of a project's lifetime GHG emissions. Therefore, the thresholds for land use projects are designed to address operational GHG emissions, which represent the project's GHG emissions.

According to the *BAAQMD 2022 CEQA Guidelines*, a proposed land use development project would not have a significant GHG impact if operation of the Project would meet one of the following thresholds (must include **A** or **B**):

²⁶ City of Milpitas, Milpitas Municipal Code, Chapter 20 – Green Building Regulations, Available online at: https://library.municode.com/ca/milpitas/codes/code_of_ordinances?nodeId=TITIIBURE_CH20GRBURE. Accessed November 30, 2023.

²⁷ Bay Area Air Quality Management District, *2022 CEQA Guidelines*. Available online at: <https://www.baaqmd.gov/plans-and-climate/california-environmental-quality-act-ceqa/updated-ceqa-guidelines>. Accessed November 30, 2023.

Threshold A: Projects must include, at a minimum, the following project design elements:

- Buildings:
 - The project will not include natural gas appliances or natural gas plumbing (in both residential and nonresidential development).
 - The project will not result in any wasteful, inefficient, or unnecessary energy usage as determined by the analysis required under CEQA Section 21100(b)(3) and Section 15126.2(b) of the *State CEQA Guidelines*.
- Transportation:
 - Achieve a reduction in project-generated vehicle miles traveled (VMT) below the regional average consistent with the current version of the California Climate Change Scoping Plan (currently 15%) or meet a locally adopted Senate Bill 743 VMT target, reflecting the recommendations provided in the Governor’s Office of Planning and Research’s Technical Advisory on Evaluating Transportation Impacts in CEQA:
 - Residential projects: 15% below the existing VMT per capita
 - Office projects: 15% below the existing VMT per employee
 - Retail projects: no net increase in existing VMT
 - Achieve compliance with off-street electric vehicle requirements in the most recently adopted version of CALGreen Tier 2.

Threshold B: Projects must be consistent with a local GHG reduction strategy that meets the criteria under *State CEQA Guidelines* Section 15183.5(b).

Methodology

GHG emissions for the Project were analyzed using the methodology recommended in the *BAAQMD 2022 CEQA Guidelines*. As stated under the thresholds of significance heading above, the BAAQMD recommends the operation of all land use projects meet either BAAQMD Thresholds “A” or “B.” As discussed earlier, the City’s CAP qualifies as a “greenhouse gas emissions reduction plan” pursuant to Section 15183(b)(1) of the *State CEQA Guidelines*. Therefore, impact questions “a” and “b” have been analyzed together within the scope of BAAQMD Threshold “B.”

GHG emissions were calculated with the CalEEMod. Operational GHG emissions result from both direct and indirect sources. Direct emissions include emissions from fuel combustion in vehicles and natural gas combustion from stationary sources. Indirect sources include off-site emissions occurring as a result of electricity and water consumption and solid waste.

Would the project:

- a) **Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?**
- b) **Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?**

Less than Significant Impact with Mitigation Incorporated. Using CalEEMod, project GHG emissions throughout the construction phases were calculated from off-road equipment usage, hauling vehicles, delivery, and worker vehicle trips to and from the site. The total GHG construction emissions over the approximately 12-month construction duration of the Project would be approximately 178.8 MT CO₂e. As GHG emissions impact from construction activities would occur over a relatively short time span, it would contribute a relatively small portion of the lifetime GHG emission impact of the Project. The total construction GHG emissions were divided by 30 to determine an annual construction emission rate estimate to be amortized over the Project's first 30 years of operational life, consistent with CEQA analysis across the state. Amortized over a 30-year period, the Project is anticipated to emit approximately 5.96 MT CO₂e/year.

CalEEMod was also used to calculate the annual GHG emissions generated by the Project during operation. Sources of GHG emissions during operation include emissions from area sources, electricity, mobile sources, waste, and water. Amortized yearly construction emissions were added to operational GHG emissions to calculate the Project's total annual GHG emissions.

Emissions from area sources are based on land use sizes, GHG emission factors for fuel combustion, and the global warming potential (GWP) values for the GHGs emitted. Electricity usage emissions are based on the land uses, default demand factors for the land use, GHG emission factors for the utility provider, and the GWP values of the GHGs emitted. Mobile-source GHG emissions were determined by the Project's transportation engineer.²⁸ Waste and water emissions are derived from the anticipated water usage and wastewater generated based on the Project's proposed land uses and the associated water demand factors.

²⁸ Hexagon Transportation Consultants, Inc., 1323 Great Mall Drive Stratford School, Traffic Operations Analysis, January 8, 2024. Report available on file with the City Planning Department.

As shown in **Table 3.8-1, Project Greenhouse Gas Emissions**, the Project's estimated GHG operational emissions would be 1,895 MT CO₂e/year. This quantification has been included for illustrative purposes and to satisfy the requirements of CEQA. The determination of significance for the Project is discussed below.

**Table 3.8-1
Project Greenhouse Gas Emissions**

Emissions Source	Metric Tons of Carbon Dioxide Equivalent (per year)
Mobile Sources	1,680
Area Sources	0.88
Energy Sources	160.70
Water Sources	5.25
Waste Sources	42.50
Refrigerants	0.04
Amortized Construction	5.96
Total GHG Emissions	1,895

Source: Impact Sciences, Inc. See **Appendix A** for CalEEMod data.

Area, energy, water, and waste emissions for the existing building and the new gymnasium were calculated together.

BAAQMD Threshold "B" states that projects must be consistent with a local GHG reduction strategy that meets the criteria under *State CEQA Guidelines* Section 15183.5(b). The City of Milpitas Climate Action Plan Update (CAP Update) satisfies Section 15183.5(b) of the *State CEQA Guidelines* and is therefore the appropriate local GHG reduction plan that the Project can be compared to for consistency. **Table 3.8-2, Project Consistency with Milpitas 2022 CAP Update**, shows the Project's consistency with the strategies and measures of the Milpitas CAP.

**Table 3.8-2
Project Consistency with Milpitas 2022 CAP Update**

Strategies and Actions	Consistency Analysis
Strategy BE-1: Shift to Clean and Reliable Energy	
Measure BE-1.1: Achieve 100 percent carbon-free electricity by 2030 in all existing and new developments.	Consistent. Mitigation Measure GHG-1 would require new development associated with the Project to install on-site renewable energy storage systems, such as solar panels.

Strategies and Actions	Consistency Analysis
Measure BE-1.2: Facilitate innovative approaches to energy generation, distribution, and storage (e.g., microgrids).	Not Applicable. This measure requires the City to consider opportunities for alternative energy generation, and to collaborate with local electricity agencies to implement said opportunities. The Project would not interfere with any strategies or measures by the City to identify and adopt alternative methods of energy generation.
Measure BE-1.3: Strengthen community awareness of energy efficiency, energy conservation, electrification, and clean energy.	Not Applicable. This measure directs the City to implement comprehensive energy efficiency, energy conservation, electrification, and clean energy outreach and education campaigns. The Project would not conflict with this campaign.
Strategy BE-2: Maximize Building Decarbonization and Efficiency	
Measure BE-2.1: Adopt updated "reach" building codes with each building and energy code cycle to accelerate all-electric new development.	Not Applicable. This measure directs the City to update the reach code that prohibits the installation of natural gas infrastructure, as well as coordinate with other cities and electric/natural gas companies to implement more efficient strategies. The Project would not interfere with any strategies or measures by the City to update energy efficient electricity Citywide.
Measure BE-2.2: Facilitate all-electric development projects for industrial buildings.	Not Applicable. This measure calls for the market demand for all-electric industrial buildings to be met. The Project would not introduce new industrial buildings to the Project Area.
Measure BE-2.3: Expand the City's Green Building Program.	Not Applicable. This measure requires the City to develop and implement incentives for projects that incorporate sustainable design approaches and/or elements that exceed local, regional, and State requirements. The Project would not interfere or conflict with these incentives.
Measure BE-2.4: Retrofit existing residential and nonresidential buildings and municipal facilities to improve energy efficiency and facilitate fuel switching.	Not Applicable. This measure is aimed at improving the energy efficiency of existing residential and nonresidential buildings and municipal facilities and does not involve any actions towards new development. The Project would not conflict with this measure.
Measure BE-2.5: Facilitate energy audits for existing buildings to identify energy efficiency retrofit and electrification opportunities.	Not Applicable. This measure is aimed at improving existing buildings and does not involve any actions towards new development. The Project would not conflict with this measure.
Measure BE-2.6: Reduce plug loads in existing buildings.	Not Applicable. This measure is aimed at improving existing buildings and does not involve any actions towards new development. The Project would not conflict with this measure.
Strategy TR-1 Facilitate Sustainable Transportation and Land Use Planning	
Measure TR-1.1: Reduce VMT from new development in compliance with SB 743.	Consistent: As concluded in Section 3.14, Transportation , the Project would reduce VMT generated from the Project Site from 2,635 VMT/employee to 1,163 VMT/employee. The Project would not conflict with SB 743.
Measure TR-1.2: Reduce VMT from existing development.	Consistent. The Project would renovate an existing office building into a new preparatory school. As concluded in Section 3.14, Transportation , the Project would reduce VMT generated from the Project Site from 2,635 VMT/employee to 1,163 VMT/employee. The Project would not conflict with this measure.
Measure TR-1.3: Continue to implement and adopt policies that support high-density, mixed use, and transit-oriented development and housing near jobs.	Consistent. While this measure directs the City to implement and adopt policies that promote the use of transit-oriented development in more areas of the City, the Project Site supports this measure because it is located within a transit-oriented development area.
Measure TR-1.4: Explore car-free zones or shared streets in appropriate areas.	Not Applicable. This measure focuses on implementing car-free zones in areas with multiple commercial developments. The Project would not conflict with the City's efforts to implement car-free zones.

Strategies and Actions	Consistency Analysis
Strategy TR-2 Decarbonize Vehicles	
Measure TR-2.1: Increase EV charging infrastructure.	Consistent: With implementation of Mitigation Measure GHG-1 , the Project would install four electric vehicle charging stations on-site.
Measure TR-2.2: Increase EV and low-carbon vehicle adoption.	Not Applicable: This measure directs the City to collaborate with local and regional agencies and implement incentives to increase the number of EV and low-carbon vehicles within the City. The Project would not conflict with these efforts.
Measure TR-2.3: Reduce vehicle idling.	Not Applicable: This measure directs the City to take actions to reduce vehicle idling. The Project would not interfere with such efforts.
Measure TR-2.4: Reduce the amount of parking such that it meets the needs of residents, workers, and visitors in a way that is consistent with the City's sustainability goals.	Not Applicable. This measure is directed at the City to lower the number of parking spaces within the City to meet the needs of the City population, while maintaining consistency with the City's sustainability goals. The Project would not interfere with such efforts.
Strategy TR-3 Increase Active and Public Transportation Use	
Measure TR-3.1: Enhance and expand transit facilities and infrastructure.	Not Applicable. This measure aims to improve and expand the City's existing transit facilities. The Project would not interfere with such efforts.
Measure TR-3.2: Increase transit ridership.	Not Applicable. This measure aims to increase the number of transit rides and riders within the City. The Project would not interfere with such efforts.
Measure TR-3.3: Improve active transportation options.	Consistent. The Project Site is located within the Milpitas Metro Specific Plan; according to the MMSP, the purpose of the Great Mall District sub-area is to maintain the original Great Mall, while developing residential infill, urban scaled buildings along Great Mall Parkway, commercial buildings located close to the Milpitas Transit Center, a central public gathering place and linear park, and a walkable street grid. The Project helps achieve the vision of the Specific Plan through the introduction of new EV charging stations and new bike racks for students and faculty and is 0.20 miles northwest of the Milpitas Transit Center.
Strategy SW-1 Achieve Zero Waste	
Measure SW-1.1: Eliminate the disposal of organic solid waste in landfills.	Consistent: The Project would adhere to the regulatory requirements of AB 341, SB1383 AB 1826, and the City's Municipal Code that pertain to organic solid waste disposal.
Measure SW-1.2: Increase recycling and the diversion of other inorganic solid waste.	Consistent: The Project would adhere to the recycling standards set forth in Chapter 200 (Solid Waste) of the City's Municipal Code and the CALGreen Code.
Measure SW-1.3: Reduce the generation of waste from residents and businesses.	Consistent. The Project would comply with state and local laws and regulations (i.e., CALGreen Code, AB 341, SB1383, AB 1826, and in Chapter 200 of the City's Municipal Code) that govern the generation and disposal of waste in residential developments.
Measure SW-1.4: Reduce the generation of construction and demolition waste.	Consistent. All construction activities associated with the Project would be required to demonstrate compliance with the applicable state and local laws and regulations (i.e., AB 939 and Chapter 200 of the City's Municipal Code) that requires all generated construction-related waste to be reduced, recycled, and re-used. The Project will be recycling 153.45 of the 221.5 tons of demolition debris.
Measure SW-1.5: Facilitate repair and reuse of consumer products.	Not Applicable. This measure directs the City to create reuse facilities. The Project would not interfere with such efforts.

Strategies and Actions	Consistency Analysis
Strategy OT-1 Shift to Clean Off-Road Equipment and Vehicles	
Measure OT-1.1: Reduce landscaping-related emissions.	Consistent. The Project would utilize energy efficient equipment to maintain the proposed open space and landscaping on-site.
Measure OT-1.2: Reduce construction-related emissions.	Consistent. As discussed above, construction activities associated with the Project would generate approximately 178.8 MT CO _{2e} . However, emissions would be temporary in nature and would represent a small portion of a Project's lifetime GHG emissions. Further, implementation Mitigation Measure GHG-1 would require the Project to implement practices that would reduce emissions, such as utilizing energy-efficient construction equipment.
Strategy WA-1 Promote Resilient Water Supply, Water Use, and Water Resources	
Measure WA-1.1: Reduce indoor water consumption in buildings.	Not Applicable. This measure directs the City to implement water conserving programs and policies. The Project would not conflict with these policies.
Measure WA-1.2: Reduce water consumption for irrigation and landscaping.	Consistent. With implementation of Mitigation Measure GHG-1 , the Project would include water-efficient irrigation systems capable of using reclaimed water.
Measure WA-1.3: Increase the use of recycled water and support efforts to drought-proof our water supply.	Consistent. The Project would utilize reclaimed water on-site, where feasible.
Strategy CS-1 Resilient Infrastructure and Healthy Forest and Natural Systems	
Measure CS-1.1: Protect native trees and vegetation and enhance carbon sequestration.	Consistent. Presently, the Project Site contains ornamental landscaping in the form of grass medians and approximately 93 trees are present on-site. The Project would remove 35 existing on-site trees, preserve 58 existing trees, and plant 6 new trees. Additionally, the Project will plant new shrubs, perennials, and groundcovers throughout the Project Site.
Measure CS-1.2: Reduce the urban heat island effect to conserve energy.	Consistent. As previously stated, the Project would retain multiple existing trees and incorporate new shrubs, perennials, and groundcovers throughout the Project Site, reducing the urban heat island effect.
Measure CS-1.3: Increase the use of green infrastructure.	Consistent. The Project would implement all sustainable building materials as recommended by the CALGreen Code to the proposed Project.
Measure CS-1.4: Increase soil carbon content.	Not Applicable. This measure requires the City to develop a soil strategy for the city to support urban agriculture, address carbon sequestration, and increase water capture. The Project would not conflict with these efforts.
Measure CS-1.5: Use low-carbon and carbon sequestering construction materials in new development.	Not Applicable. This measure implements plazas to include pervious pavement material, and new nonresidential developments to utilize building materials that store carbon.
Strategy GE-1 Foster Green and Sustainable Economic Development Opportunities	
Measure GE-1.1: Support and attract clean technology businesses and green jobs in Milpitas.	Not Applicable. This measure directs the City to collaborate with local and regional agencies to provide outreach programs, training, and educational courses pertaining to energy efficiency. This measure also requires the City to develop a Green Business Strategic Plan. The Project would not conflict with these efforts.
Measure GE-1.2: Incentivize and promote green business practices.	Not Applicable. This measure requires the City to promote certain "green" business practices: such as promoting green tenant and leasing practices for commercial businesses and to develop a "Clean Energy Pledge for commercial businesses. The Project would not conflict with these efforts.

Strategies and Actions	Consistency Analysis
Strategy GE-2 Support Circular Economy Policies	

Measure GE-2.1: Engage with circular economy and zero waste policymaking at the Federal, State, and local levels.

Not Applicable. This measure would encourage the City to implement best management practices that would reduce the City's waste generation. The Project would not conflict with these efforts.

Source:

City of Milpitas. *Climate Action Plan Update*. 2022. Available online at: <https://www.milpitas.gov/DocumentCenter/View/899/Milpitas-Climate-Action-Plan-PDF?bidId=>, accessed January 24, 2024.

The Project would not generate greenhouse gas emissions that would result in a significant impact on the environment, nor would it conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of GHGs. Further, as noted in **Mitigation Measure GHG-1** the Project is required to demonstrate compliance with the *Milpitas 2022 CAP Update*. Therefore, impacts are less than significant with mitigation incorporated.

Mitigation Measures: Implementation of **Mitigation Measure GHG-1** would demonstrate the Project's compliance with applicable goals and measures set forth in the *Milpitas 2022 CAP Update*. As such, the Project would comply with BAAQMD threshold "B" which states that projects must be consistent with a local GHG reduction strategy.

MM GHG-1 Prior to the issuance of a building permit, the Project Applicant shall demonstrate compliance with relevant and applicable measures of the CAP Update by preparing and implementing a project-specific consistency review checklist. The City shall review this consistency review checklist as part of the Project plan review.

The consistency review checklist shall outline feasible, effective and applicable measures that will be required for the Project. Applicable and effective measures in reducing Project GHG emissions include, but are not limited to, the following:

- Utilize the latest energy-efficient construction equipment, when feasible;
- Install Energy Star appliances;
- Install on-site renewable energy, such as solar panels;
- Provide on-site electric vehicle charging stations and associated infrastructure; and
- Install water-efficient irrigation systems capable of using reclaimed water, when available.

9. Hazards and Hazardous Materials

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment caused in whole or in part from the Project's exacerbation of existing environmental conditions?	☐	☐	☐	☒
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

As noted above, the California Supreme Court, in *CBIA v. BAAQMD*, held that CEQA generally does not require a lead agency to consider the impacts of the existing environment on the future residents or users of a project. On the other hand, if a project exacerbates a condition in the existing environment, the lead agency is required to analyze the impact of that exacerbated condition on future residents and users of a project (as well as other impacted individuals). Thus, the analysis associated with existing hazardous

conditions below focuses on whether the proposed project would exacerbate these environmental conditions so as to increase the potential to expose people to impacts.

Would the project:

- a) **Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?**

Less than Significant Impact. Exposure of the public or the environment to hazardous materials could potentially occur through improper handling or use of hazardous materials or hazardous wastes during routine use, disposal, and/or transport of hazardous materials. The severity of these potential effects varies with the activity conducted, the concentration and type of hazardous materials or wastes present, and the proximity of sensitive receptors.

Operating as a school, the Project would not involve the handling, use or transport of substantial amounts of hazardous materials or hazardous wastes. However, construction activities associated with the Project would involve the use of those hazardous materials that are typically necessary for construction and renovations (i.e., paints, solvents, building materials, cleaners, and fuel for construction equipment). Accordingly, limited amounts of some hazardous materials could be used in the short-term construction phase of the Project and could expose construction workers and the general public to standard construction materials (e.g., paints and solvents), vehicle fuel, and other hazardous materials. In the event of a release of hazardous material the Project Applicant would be required to notify the following State agencies under the following State statutes, respectively:

- Department of the California Highway Patrol: California Vehicle Code Section 23112.5;
- Office of Emergency Services and the California Public Utilities Commission: Public Utilities Code Section 7673, (PUC General Orders #22-B, 161);
- State Fire Marshal: Government Code Sections 51018
- Office Emergency Services: Water Codes Sections 13271, 13272; and
- Division of Occupational Safety and Health (Cal/OSHA): California Labor Code Section 6409.1 (b)10.

Compliance with applicable state regulations would reduce impacts related to the routine transport, use or disposal of hazardous materials to less than significant levels.

Mitigation Measures: No mitigation measures are required.

b) Create significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less than Significant Impact. Project operations would not contribute to conditions that could cause a reasonably foreseeable release in hazardous materials. Construction equipment utilized during construction activities associated with the Project could result in accidental release of hazardous substances such as petroleum-based fuels or hydraulic fluid used for construction equipment. However, the level of risk associated with this type of accidental release of hazardous substances is not considered significant due to the small volume and low concentration of hazardous materials utilized during construction.

According to the State Water Resources Control Board (SWRCB) and the Department of Toxic Substances Control (DTSC), there are no reported cases of soil, soil vapor, or groundwater contamination on-site.^{29,30} Furthermore, the potential of exposure to asbestos containing materials (ACMs) and lead based paint (LBP) is low, as the existing building on-site was constructed in 2002. As such, the Project would not create a significant hazard to the public or the environment through an accidental release of hazardous materials, and impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less than Significant Impact. The adjacent Stratford Preparatory School is located immediately south of the Project Site and is less than a one-quarter mile from the Project Site.

As previously discussed, construction of the Project would involve the use of hazardous materials that are typically necessary for construction and renovations. However, the transport, use, and disposal of construction-related hazardous materials would be temporary and would adhere to all applicable state federal regulations governing such activities.

As a new preparatory school, hazardous materials on-site would be limited to the nominal use of solvents (i.e., bleach and other cleaning materials) used for janitorial purposes, materials used for landscaping, and materials used for maintenance. However, these uses would be nominal and would be contained, stored,

²⁹ State Water Resources Control Board, "Geotracker." Available online at: <https://geotracker.waterboards.ca.gov/>. Accessed December 13, 2023.

³⁰ Department of Toxic Substances Control. "Envirostor." Available online at: https://www.envirostor.dtsc.ca.gov/public/search.asp?cmd=search&reporttype=CORTESE&site_type=CSITES,OPEN,FUDS,CLOSE&status=ACT,BKLG,COM&reporttitle=HAZARDOUS+WASTE+AND+SUBSTANCES+SITE+LIST. Accessed December 13, 2023.

and used in accordance with the manufacturers' instructions and handled in compliance with applicable standards and regulations. As such, impacts related to the emission of hazardous materials within one-quarter mile of a school would be less than significant.

Mitigation Measures: No mitigation measures are required.

- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

No Impact. Government Code §65962.5 requires DTSC, State Department of Health Services, SWRCB, and California Integrated Waste Management Board to compile and annually update lists of hazardous waste sites and land designated as hazardous waste property throughout the state. The Project Site is not listed pursuant to Government Code §65962.5.³¹ As such, no impacts would occur.

Mitigation Measures: No mitigation measures are required.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?**

No Impact. The closest airport to the Project Site is Norman Y. Mineta San Jose International Airport, located approximately 4.5 miles southwest. The Project Site is located outside of the Airport Influence Area of the *Norman Y. Mineta San Jose International Airport Comprehensive Land Use Plan*.³² Therefore, the Project would not expose students, faculty, and visitors to excessive airport-related noise levels, and no impacts would occur.

Mitigation Measures: No mitigation measures are required.

- f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

No Impact. The Project would not physically interfere with an adopted emergency response plan or emergency evacuation plan. Construction activities would be limited to the Project's boundaries, and all

³¹ California Environmental Protection Agency, "Cortese List Data Resources." Available online at: <https://calepa.ca.gov/sitecleanup/corteselist/>, accessed January 2, 2024.

³² Walter B. Windus PE, Aviation Consultant, *Norman Y. Mineta San Jose International Airport Comprehensive Land Use Plan, Figure 8 "Airport Influence Area, November 16, 2016.*

staging for construction would occur on-site. The existing driveways along Great Mall Drive and Falcon Drive would be used as emergency and evacuation access points. As such, no impacts would occur.

Mitigation Measures: No mitigation measures are required.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No Impact. Wildfire hazard areas are commonly identified in regions of the wildland/urban interface. However, the Project Site is located in an entirely built-out urban community that is characterized by a mix of commercial and industrial areas. The Project Site does not interface with any wildlands, or an area classified as a Fire Hazard zone as identified by the California Department of Forestry and Fire Protection (CAL FIRE).³³ Therefore, impacts related to exposure of people to wildland fires would not occur. As such, the Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires. No impact would occur.

Mitigation Measures: No mitigation measures are required.

³³ California Department of Forestry and Fire Prevention (CAL FIRE), "Fire Hazard Severity Zone Viewer." Available online at: <https://egis.fire.ca.gov/FHSZ/>, accessed January 2, 2024.

10. Hydrology and Water Quality

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: (i) result in substantial erosion or siltation on- or off-site?				
i. result in substantial erosion or siltation on- or off-site?	☐	☐	☒	☐
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☒	☐
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
iv. impede or redirect flood flows?	☐	☐	☒	☐
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation??	☐	☐	☒	☐
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

Would the project:

- a) **Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?**

Less than Significant Impact. Section 402 of the Clean Water Act (CWA) includes regulations established by the U.S. EPA under the National Pollutant Discharge Elimination System (NPDES) program to control direct stormwater discharges. In the State of California, the State Resources Water Control Board (SWRCB) administers the NPDES permitting program and is responsible for developing NPDES permitting

requirements. The NPDES program regulates industrial pollutant discharges, which include construction activities. The SWRCB works in coordination with the Regional Water Quality Control Boards (RWQCB) to preserve, protect, enhance, and restore water quality. The City of Milpitas is located within the jurisdiction of the San Francisco Regional Water Quality Control Board (SFRWQCB).

Construction activities associated with the Project would involve grading activities to construct the proposed gymnasium building and playfield. As a result, waste discharge would occur and may consist of oil and grease, trash, heavy metals and pathogens as well as other pollutants. Further, construction activities associated with the Project have the potential to degrade water quality through the exposure of surface runoff (primarily rainfall) to exposed soils, dust, and other debris, as well as from runoff from construction equipment. The ground disturbing activities associated with construction of the Project (new gymnasium and playfield) would be limited to the western portion of the Project Site that makes up less than one acre of the overall Project Site. Therefore, the Project would not be required to obtain coverage under the NPDES Construction General Permit.

The Project would be required to comply with Chapter 16 (Stormwater Management and Urban Pollution Control) of the City's Municipal Code. Specifically, the Project must adhere to Section XI-16-6 (Industrial and Commercial Site Controls), which requires Low Impact Development (LID) source control, site design, and stormwater treatment measures to ensure that stormwater runoff from the Project Site is reduced during construction and operational activities. As stated in Section XI-16-6, all plan documents and construction activities are subject to inspection and approval by the City. Additionally, the Project would comply with stormwater treatment requirements for redevelopment and new development outlined in Section XI-16-7 (Inspection and Maintenance of Permanent Stormwater Treatment Measures) by implementing a new stormwater treatment system for the Project. Under this system, the Project would install new concrete ditch lines that would drain stormwater runoff to new drainage inlets, in which new 6-inch and 8-inch underground storm drains lines collect water and then route to a detention basin which will then drain into a private storm drain system along Great Mall Drive. Stormwater runoff would flow to the modified biofiltration planter area located in front of the proposed school building. This planter area would act as a bioswale that would minimize the amount of stormwater runoff by filtering, temporarily storing and minimizing the amount water runoff using soils and vegetation. Adherence to the City's regulations for stormwater runoff treatment during construction, as well as the implementation of the new stormwater treatment system in accordance with the City would reduce potential impacts related to stormwater quality. Therefore, the Project would not violate any water quality or waste discharge requirements, and impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

- b) **Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such the Project may impede sustainable groundwater management of the basin?**

No Impact. The Project would result in comparable impervious surfaces as the existing conditions. The Project would not install any new groundwater wells and would not otherwise directly withdraw any groundwater. The Project Site is currently developed and is not currently, nor is it planned to be used for groundwater recharge activities. Thus, the Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge, and no impacts would occur.

Mitigation Measures: No mitigation measures are required.

- c) **Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:**

- (i) **Result in substantial erosion or siltation on- or off-site;**

Less than Significant Impact. The Project would include grading activities associated with the Project that could adversely affect water quality due to erosion resulting from exposed soils and the generation of water pollutants, including trash, construction materials, and equipment fluids.

As stated, the Project would install new underground storm drain lines that would capture stormwater runoff from the proposed gymnasium through drain inlets. The proposed biofiltration planter area would collect runoff from these underground drains and for treatment prior to draining the City's existing stormwater drainage system off-site. Thus, the proposed on-site storm drain systems would reduce the amount of erosion and siltation from the Project Site. Further, the Project would adhere to the applicable requirements that are outlined in Chapter 16 of the City's Municipal Code related to runoff treatment during Project construction and operation. The implementation of the proposed on-site stormwater treatment system and adherence to existing local regulations would ensure impacts are less than significant.

Mitigation Measures: No mitigation measures are required.

- ii) **Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?**

Less than Significant Impact. According to the Federal Emergency Management Agency's (FEMA's) Flood Map Service Center, the Project Site is located within a 100-year FEMA Flood Hazard Zone.³⁴ However, the Project would implement the applicable provisions for flood hazard reduction per Section XI-15, Chapter 15 (Floodplain Management Regulations) of the City's Municipal Code. Specifically, the Project would comply with Section XI-15-5.1 (Standards of Construction) of the Municipal Code and ensure that all construction materials and equipment are flood resistant so that there are adequate drainage paths around structures to guide flood waters around and away from proposed structures. Project plans would be submitted to the City to ensure the proposed buildings would not contribute to substantive runoff during a flooding event. Further, the proposed on-site storm drain system described above would minimize the amount of surface runoff on-site. As such, potential impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

- iii) **Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?**

Less than Significant Impact. Implementation of the Project would not increase the size of the existing building on-site. Thus, the amount of stormwater runoff from the existing building is not expected to increase during Project operations when compared to existing conditions. The proposed permeable turf playfield is not expected to increase in stormwater runoff, as soil erosion would not occur, and rainfall would permeate on the playfield. However, implementation of the new gymnasium building could contribute to additional stormwater runoff. As stated, the proposed on-site stormwater drainage system would minimize the additional runoff from the Project by collecting and filtering stormwater runoff using bioswale filtration. As such, impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

³⁴ Federal Emergency Management Agency, "Flood Map Service Center- National Flood Hazard Layer FIRMette." Available online at: https://msc.fema.gov/arcgis/rest/directories/arcgisjobs/nfhl_print/mscprintb_gpserver/j3cc6c97f749e4c8d8fab0cff536ae375/scratch/FIRMETTE_938d2d6a-be69-4901-953f-24b964930a42.pdf, accessed January 5, 2024.

iv) Impede or redirect flood flows?

Less than Significant Impact. As stated above, the Project is located within a 100-year FEMA Flood Hazard Zone. However, the proposed on-site storm system would minimize stormwater runoff. Additionally, the Project would adhere to the applicable local regulations that would minimize drainage impacts, as well as the City's floodplain management requirements. As such, impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to Project inundation?

Less than Significant Impact. The Project Site is located approximately 35.27 miles east of the Pacific Ocean, and, according to the California Department of Conservation, is located at a sufficient distance so as not to be subject to potential tsunami hazards.³⁵ Therefore, there would be no impacts related to risk of release of pollutants due to inundation from a tsunami or seiche.

As stated above, the Project Site is located within a 100-year FEMA Flood Hazard Zone. The Project would comply with the requirements specified in Chapter 15 (Floodplain Management Regulations) of the Milpitas Municipal Code. Adherence with applicable regulations relating to floodplain management, as well as the applicable local, regional, state and federal regulations would reduce potential impacts to a less than significant level.

Mitigation Measures: No mitigation measures are required.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less than Significant Impact. As stated, the Project would not result in substantial additional groundwater recharge, nor would the Project install any new groundwater wells and would not otherwise directly withdraw any groundwater. The Project may result in an increase in stormwater runoff on-site. Accordingly, the Project would adhere to all applicable local, state, and federal rules and regulations regarding water quality. Adherence to these regulations, as well as the proposed on-site stormwater drainage system, would minimize the Project's effects on the City's overall water quality. As such, impacts to a water quality control plan or sustainable groundwater management plan would be less than significant.

³⁵ California Department of Conservation, "Los Angeles County Tsunami Hazard Areas." Available online at: <https://www.conservation.ca.gov/cgs/tsunami/maps/los-angeles>. Accessed January 2, 2024.

Mitigation Measures: No mitigation measures are required.

11. Land Use and Planning

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?	☐	☐	☐	☒
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Would the project:

a) Physically divide an established community?

No Impact. The Project would renovate an existing office building into a preparatory school and construct an associated gymnasium and playfield. The Project would serve the community overall by providing a new school for students in grades 6th to 12th to attend. The Project would not introduce any new factors that could physically divide an established community, such as constructing major highways/roadway, storm channel, bridge, or utility transmissions. Therefore, no impacts would occur.

Mitigation Measures: No mitigation measures are required.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less than Significant Impact.

Milpitas Metro Specific Plan

According to the City's General Plan 2040 Land Use Map, the Project Site is designated as "Milpitas Metro Specific Plan."³⁶ Under the Milpitas Metro Specific Plan (MMSP), the land use designation for the Project Site would remain designated as Business Park Research & Development, Limited Residential (BPDR-R). The BPRD-R identifies educational use as an allowable use. As a new preparatory school, the Project would be consistent with the MMSP. Further, the Project would include a total of 58,623 square feet of building area on a 130,680-square foot (three acres) site and would therefore have a floor to area ratio (FAR) of 0.44.

³⁶ City of Milpitas, *City of Milpitas General Plan 2040*. March 2021. Available online at: https://static1.squarespace.com/static/57277b461d07c02f9c2f5c2c/t/60906e6349539311604cae70/1620078198914/Milpitas+General+Plan_Final_online+version.pdf, accessed January 5, 2024.

It should be noted that MMSP provides minimum FAR requirements for mixed-use (1.0-5.0), and office uses (1.0) in BPRD-R zones and excludes minimum FAR requirements for school uses.³⁷ Therefore, the Project would include a less intensive use than what was analyzed in the MMSP. As discussed in **Section 2.0, Project Description**, the Project would also include a Development Agreement that outlines the terms and conditions for the Project. This approach will ensure that any deviations from the MMSP or the Zoning Code are appropriately mitigated and managed.

The Project would have a maximum height of 49 feet and would therefore meet the MMSP's maximum height requirement for BPRD-R uses of 275 feet. The Project would be consistent with the MMSP's applicable land use policies and metro plan area guidelines, and district guidelines. Thus, the Project would be consistent with the requirements to be in a designated BPRD-R zone. As such, the Project would be consistent with the MMSP, and impacts would be less than significant.

City of Milpitas General Plan 2040

Table 3.11-1, Project Consistency with Applicable General Plan 2040 Policies, analyzes the Project's consistency with applicable goals and policies in the General Plan. As shown, the Project would be consistent with all applicable General Plan policies. Thus, the impacts to the applicable policies of the General Plan 2040 would be less than significant.

Table 3.11-1
Project Consistency with Applicable General Plan 2040 Policies

Relevant Policy	Project Consistency Analysis
Goal LU-1 Accommodate a well-balanced mix of land uses that meets the diverse needs of Milpitas residents, businesses, and visitors with places to live, work, shop, be entertained and culturally enriched	
Policy LU 1-6 Ensure adequate school sites by allowing new schools to be located in a variety of compatible land use designations, including residential, commercial, public facilities, and mixed-use designations.	Consistent. The Project Site is designated as MPDR-R and zoned for Commercial (C2) with a Transit Oriented Development (TOD), therefore the Project would provide an adequate school site in a compatible land use designation.
Goal LU-4: Coordinate and integrate land use and transportation objectives.	
Policy LU 4-2 Emphasize efforts to reduce regional vehicle miles traveled by supporting land use patterns and site designs that promote active modes of transportation, including walking, biking, and public transit.	Consistent. As discussed in Section 17, Transportation , the Project would not result in significant impacts to vehicle miles traveled (VMT). Additionally, the Project would install new bicycle facilities on-site, such as bicycle parking spaces.

³⁷ City of Milpitas. *City of Milpitas Metro Specific Plan*. February 2023. Available online at: <https://www.milpitas.gov/DocumentCenter/View/3428/2023-Metro-Specific-Plan-PDF?bidId=>, accessed January 5, 2024.

Relevant Policy	Project Consistency Analysis
Goal CD-1: Strengthen Milpitas' identity and sense of place by reinforcing the community's distinctive, high-quality community form, natural landscape, and character	
Policy CD 1-1: Require development projects to: A. Preserve positive characteristics and unique features of the site; and B. Incorporate a context-sensitive design approach that considers the scale and existing and desired character of adjacent uses and the surrounding neighborhood or district.	Consistent. The Project would be designed in similar character and design as the adjacent preparatory school immediately south of the Project Site. Thus, Project design would be context-sensitive and consistent with the desired character of adjacent uses.
Goal CD-2 Ensure project designs reinforce a sense of place, display design excellence, and are cohesive and sensitive to the surrounding build environment and natural landscape.	
Policy CD 2-2 Continue to develop and implement design standards and guidelines for residential, non-residential, and infrastructure development, both in the private and public realms, consistent with state law, to provide design and site planning approaches, landscaping, site grading and similar architectural and site planning criteria that will add design excellence, visual quality and interest to the community.	Consistent. As discussed below, the Project would be consistent with the development standards of BPRD-R uses and the BPRD-R zoning district, as detailed in the MMSP. Furthermore, the architectural and landscaping components of the Project would be consistent with the design guidelines of the MMSP.
Policy CD 2-7 Include design elements during the development review process that address security, aesthetics and safety. Safety issues include, but are not limited to, minimum clearances around buildings, fire protection measures such as peak load water requirements, construction techniques, and minimum standards for vehicular, bicycle, and pedestrian facilities and other standards set forth in local, state, and federal regulations	Consistent. As a standard condition of approval, the Project would include the proposed renderings and design elements as part of the planning application that would subject to the City's review and approval.
Policy CD 2-8 Minimize the visual impact of wireless telecommunication facilities by designing them as an integral architectural feature to a site or structure.	Consistent. The Project would not introduce new telecommunication facilities (i.e., telecommunication towers) on-site.
Goal CON-1 Ensure a sustainable future for the city of Milpitas by promoting a carbon free energy future that increases renewable resources, conservation, and efficiency throughout the city.	
Policy CON 1-1 Ensure that new development is consistent with the energy objectives and targets identified by the City's Climate Action Plan (CAP).	Consistent. As concluded in Section 8, Greenhouse Gas Emissions , the Project would be consistent with the strategies and measures outlined in the City's CAP.
Policy CON 1-2 Ensure all development projects comply with the mandatory energy efficiency requirements of the California Green Building Standards Code (CALGreen).	Consistent. As discussed in Section 6, Energy , the Project would comply with all CALGreen requirements.
Policy CON 1-3 Support innovative green building best management practices including, but not limited to, LEED certification, and encourage project applicants to exceed the most current "green" development standards in the California Code of Regulations (CCR), Title 24, as feasible.	Consistent. As discussed in Section 6, Energy , the Project would ensure that all buildings-on-site would be LEED Silver certified, in compliance with the CALGreen Code.

Relevant Policy	Project Consistency Analysis
Goal CON-2 Protect and enhance native trees and vegetation throughout the city	
Policy CON 2-3 Avoid removal of large, mature trees that provide wildlife habitat, visual screening, or contribute to the visual quality of the environment through appropriate project design and building siting. If full avoidance is not possible, prioritize planting of replacement trees on-site over off-site locations. Replacement trees for high-quality mature trees should generally be of like kind, and provide for comparable habitat functionality, where appropriate site conditions exist.	Consistent. Although the Project would remove 35 trees on-site, the Project would plant 6 new trees and preserve 58 trees on-site to maintain the overall visual quality of the Project Site to the same level as the site's existing conditions.
Goal CON-7 Implement a proactive approach to maintain and improve air quality within Milpitas and the region	
Policy CON 7-2 Minimize exposure of the public to toxic or harmful air emissions and odors through requiring an adequate buffer or setback distance between residential and other sensitive land uses and land uses that typically generate air pollutants, toxic air contaminants, or obnoxious fumes or odors, including but not limited to industrial, manufacturing, and processing facilities, high-volume roadways, and industrial rail lines. New sensitive receptors, such as residences (including residential care and assisted living facilities for the elderly), childcare centers, schools, playgrounds, churches, and medical facilities shall be located away from existing point sources of air pollution such that excessive levels of exposure do not result in unacceptable health risks. Compliance shall be verified through the preparation of a Health Risk Assessment when deemed necessary by the Planning Director.	Consistent. As discussed in Section 2, Air Quality , the Project would not exceed the Bay Area Air Quality Management District construction and operational thresholds for emissions of the region's identified criteria pollutants (i.e., ROG, NOx, CO, SO ₂ , PM ₁₀ and PM _{2.5}). Section 2 of this IS/MND also concluded that the Project would not have the potential to expose sensitive receptors to substantial pollutant concentrations, as students are only on-campus during school hours and because diesel exhaust emissions would be low and short term. Furthermore, due to the Project Site's distance to stationary sources of TAC emissions, the Project would not contribute to human health risk to nearby receptors during operation, and the Project would also not contribute to any cumulative human health risk impact.

Source: City of Milpitas General Plan 2040. Dated 2014.

City of Milpitas Zoning

The Project Site is currently zoned by the City as General Commercial (C2). Under Section XI-10-5.02 (Commercial Use Regulations) of the City's Municipal Code, private schools (elementary, middle, high) would be considered as an acceptable use under C2 zoning, provided that a Conditional Use Permit (CUP) is issued to the Project Applicant prior to Project approval. Prior to issuance of the CUP, the Project site plan and supporting documents would be reviewed and considered by the City as part of the Project Application submitted by the Project Applicant. As stated in XI-10-5.04 (Commercial Zone Special Development Standards) of the City's Municipal Code, the Planning Commission shall consider site conditions and design elements of the Project prior to the issuance of a CUP. The Project would renovate the existing office building and would not alter the current size, height, massing, and setback of the existing building. The new building under the Project (i.e., gymnasium) would be inconsistent with two

development standards outlined in Table XI-10-5.03-1, Commercial Zone General Development Standards, of the City's Municipal Code as it would not meet the Floor Area Ratio and building height requirements. To address areas of nonconformity, the Project will include a Development Agreement. The Development Agreement is a legally binding contract between the Project Applicant and the City that outlines the terms and conditions for the Project. This approach will ensure that any deviations from the MMSP or the Zoning Code are appropriately mitigated and managed, providing a mechanism for the City to ensure compliance with its planning objectives while accommodating the needs of the Project. Approval of the Development Agreement will be adopted as an ordinance by the City Council, as part of the Project approval process.. Upon approval and issuance of the CUP and the Development Agreement, the Project would be consistent with the City's Municipal Code.

In conclusion, the Project would be generally consistent with the relevant policies and standards under the MMSP, City's General Plan and Municipal Code for development in BPRD-R and C2 zones.

Therefore, the Project would not conflict with any local land use plan, policy, or regulation, and impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

12. Mineral Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Would the project:

- a) **Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?**

No Impact. According to the California Department of Conservation, Division of Mine Reclamation, there are no active mines within the City.³⁸ Although there are known mineral resources in Santa Clara County and the region, the Project Site is not located within an area that is known to contain regionally significant mineral resources.³⁹ Thus, no impacts would occur.

Mitigation Measures: No mitigation measures are required.

- b) **Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?**

No Impact. As stated above, there are no active mines within the City or the Project Site. Additionally, the four areas identified by the City to contain “Regionally Significant Construction Aggregate Resources” are located outside of the City’s jurisdiction and are part of the South San Francisco Bay Production-Consumption Region.⁴⁰ The Project would not result in the loss of availability of a locally important

³⁸ California Department of Conservation, “Mines Online.” Available online at: <https://maps.conservation.ca.gov/mol/index.html>, accessed December 15, 2023.

³⁹ California Department of Conservation, “Update of Mineral Land Classification: Aggregate Materials in the South San Francisco Bay Production-Consumption Region.” 1996.

⁴⁰ City of Milpitas, *Draft Environmental Impact Report for the Milpitas General Plan Update*. November 2020. Available online at: <https://www.milpitas.gov/DocumentCenter/View/1168/Draft-EIR-PDF?bidId=>, accessed January 11, 2024.

mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. No impact would occur.

Mitigation Measures: No mitigation measures are required.

13. Noise

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise	☐	☐	☐	☒

Characteristics of Noise

Noise is usually defined as unwanted sound that is an undesirable byproduct of society’s normal day-to-day activities. Sound becomes unwanted when it interferes with normal activities, when it causes actual physical harm, and/or when it has adverse effects on health. Noise is measured on a logarithmic scale of sound pressure level known as a decibel (dB). The human ear does not respond uniformly to sounds at all frequencies. For example, the human ear is less sensitive to low and high frequencies than medium frequencies, which more closely correspond with human speech. In response to the sensitivity of the human ear to different frequencies, the A-weighted noise level (or scale), which corresponds better with people’s subjective judgment of sound levels, has been developed. This A-weighted sound level, referenced in units of dBA, is measured on a logarithmic scale such that a doubling of sound energy results in a 3 dBA increase in noise level. Typically, changes in a community noise level of less than 3 dBA are not noticed by the human ear.⁴¹ Changes from 3 to 5 dBA may be noticed by some individuals who are sensitive to changes in noise. A greater than 5 dBA increase is readily noticeable, while the human ear perceives a 10 dBA increase in sound level to be a doubling of sound.

⁴¹ California Department of Transportation. *Technical Noise Supplement to the Traffic Noise Analysis Protocol*. 2013. Available online at: <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/env/tens-sep2013-a11y.pdf>, accessed January 5, 2024.

On the A-weighted scale, the range of human hearing extends from approximately 3 to 140 dBA. **Table 3.13-1, A-Weighted Decibel Scale**, provides examples of A-weighted noise levels from common sources. Noise sources occur in two forms: (1) point sources, such as stationary equipment or individual motor vehicles; and (2) line sources, such as a roadway with a large number of point sources (motor vehicles). Sound generated by a point source typically diminishes (attenuates) at a rate of 6 dBA for each doubling of distance from the source to the receptor at acoustically “hard” sites and 7.5 dBA at acoustically “soft” sites.^{42,43} For example, if a noise source produces a noise level of 89 dBA at a reference distance of 50 feet, the noise level would be 83 dBA at a distance of 100 feet from the noise source, 77 dBA at a distance of 200 feet, and so on. Noise generated by a mobile source will decrease by approximately 3 dBA over hard surfaces and 4.5 dBA over soft surfaces for each doubling of distance.⁴⁴

Table 3.13-1
A-Weighted Decibel Scale

Typical A-Weighted Sound Levels	Sound Level (dBA, Leq)
Threshold of Pain	140
Jet Takeoff at 100 Meters	125
Jackhammer at 15 Meters	95
Heavy Diesel Truck at 15 Meters	85
Conversation at 1 Meter	60
Soft Whisper at 2 Meters	35

Source: United States Occupational Safety & Health Administration, *Noise and Hearing Conservation Technical Manual*, 1999.

Sound levels also can be attenuated by man-made or natural barriers (e.g., sound walls, berms, and ridges), as well as elevational differences. Noise is most audible when traveling by direct line-of-sight, an uninterrupted visual path between the noise source and noise receptor. Barriers, such as walls or buildings that break the line-of-sight between the source and the receiver, can greatly reduce noise levels from the

⁴² Federal Highway Administration, *Highway Traffic Noise: Analysis and Abatement Guidance*, 2011. Available online at: https://www.fhwa.dot.gov/environment/noise/regulations_and_guidance/analysis_and_abatement_guidance/revguidance.pdf, accessed January 5, 2024.

⁴³ Examples of “hard” or reflective sites include asphalt, concrete, and hard and sparsely vegetated soils. Examples of acoustically “soft” or absorptive sites include soft, sand, plowed farmland, grass, crops, heavy ground cover, etc.

⁴⁴ Federal Highway Administration, *Highway Traffic Noise: Analysis and Abatement Guidance*, 2011. Available online at: https://www.fhwa.dot.gov/environment/noise/regulations_and_guidance/analysis_and_abatement_guidance/revguidance.pdf, accessed January 5, 2024.

source since sound can only reach the receiver by diffraction. However, if a barrier is not high or long enough to break the line-of-sight from the source to the receiver, its effectiveness is greatly reduced.

Equivalent Noise Level

Equivalent Noise Level (Leq) is the sound level corresponding to a steady-state A-weighted sound level containing the same total energy as several single event noise exposure level events during a given sample period. Leq is the “acoustic energy” average noise level during the period of the sample. It is based on the observation that the potential for noise annoyance is dependent on the total acoustical energy content of the noise. The equivalent noise level is expressed in units of dBA. Leq can be measured for any period, but is typically measured for 15 minutes, 1 hour, or 24 hours. Leq for a 1-hour period is used by the Federal Highway Administration (FHWA) for assessing highway noise impacts. Leq for 1 hour is referred to as the Hourly Noise Level (HNL) in the California Airport Noise Regulations and is used to develop Community Noise Equivalent Level values for aircraft operations. Construction noise levels and ambient noise measurements in this section use the Leq scale.

Characteristics of Vibration

Vibration consists of waves transmitted through solid material. Groundborne vibration propagates from a source through the ground to adjacent buildings by surface waves. Vibration may comprise a single pulse, a series of pulses, or a continuous oscillatory motion. The frequency of a vibrating object describes how rapidly it is oscillating and is measured in hertz (Hz). Most environmental vibrations consist of a composite, or “spectrum” of many frequencies, and are generally classified as broadband or random vibrations. The normal frequency range of most groundborne vibration that can be felt generally starts from a low frequency of less than one Hz to a high of about 200 Hz. Vibration is often measured in terms of the peak particle velocity (PPV) in inches per second (in/sec) when considering impacts on buildings or other structures, as PPV represents the maximum instantaneous peak of vibration that can stress buildings. Because it is a representation of acute vibration, PPV is often used to measure the temporary impacts of short-term construction activities that could instantaneously damage existing structures. Vibration is often also measured by the Root Mean Squared (RMS) because it best correlates with human perception and response. Specifically, RMS represents “smoothed” vibration levels over an extended period of time and is often used to gauge the long-term chronic impact of a project’s operation on the adjacent environment. RMS amplitude is the average of a signal’s squared amplitude. It is most commonly measured in decibel notation (VdB).

Vibration energy attenuates as it travels through the ground, causing the vibration amplitude to decrease with distance away from the source. High frequency vibrations reduce much more rapidly than low

frequencies, so that in the far-field from a source, the low frequencies tend to dominate. Soil properties also affect the propagation of vibration. When groundborne vibration interacts with a building, there is usually a ground-to-foundation coupling loss (i.e., the foundation of the structure does not move in sync with the ground vibration), but the vibration can also be amplified by the structural resonances of the walls and floors. Vibration in buildings is typically perceived as rattling of windows or items on shelves, or the motion of building surfaces. At high levels, vibration can result in damage to structures.

Manmade groundborne vibration is generally limited to areas within a few hundred feet of certain types of construction activities, especially pile driving. Road vehicles rarely create enough groundborne vibration to be perceptible to humans unless the road surface is poorly maintained and there are potholes or bumps. If traffic induces perceptible vibration in buildings, such as window rattling or shaking of small loose items (typically caused by heavy trucks in passing), then it is most likely an effect of low-frequency airborne noise or ground characteristics.

Regulatory Framework

Federal Transit Administration Vibration Guidance

The Federal Transit Administration (FTA) has published guidance relative to vibration impacts. Construction vibration damage criteria are assessed based on structural category (e.g., reinforced-concrete, steel, or timber). The FTA guidelines consider 0.2 inch/sec PPV to be the significant impact level for non-engineered timber and masonry buildings. Structures or buildings constructed of reinforced concrete, steel, or timber have a vibration damage criterion of 0.5 inch/sec PPV pursuant to FTA guidelines.⁴⁵ The FTA guidelines include a table showing the vibration damage criteria based on structural category and is presented below in **Table 3.13-2, Construction Vibration Damage Criteria**.

⁴⁵ Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*, 2018. Available online at: https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf, accessed December, 1, 2023.

**Table 3.13-2
Construction Vibration Damage Criteria**

Building/Structural Category	PPV, in/sec
I. Reinforced-concrete, steel, or timber (no plaster)	0.5
II. Engineered concrete and masonry (no plaster)	0.3
III. Non-engineered timber and masonry buildings	0.2
IV. Buildings extremely susceptible to vibration damage	0.12

Source: Federal Transit Administration. 2018. *Transit Noise and Vibration Impact Assessment Manual*.

Local Plans and Policies

City of Milpitas 2040 General Plan

The Noise Element of the *General Plan* contains goals, policies, and actions that seek to reduce community exposure to excessive noise levels through the establishment of noise level standards for a variety of land uses.⁴⁶ The Noise Element includes information on existing and projected noise conditions with policies and programs to maintain or reduce noise from transportation, land use operations and single-event noise. Applicable Goals, Policies and Actions include:

Goal N-1: Preserve a nuisance-free noise environment for existing and future land uses by minimizing exposure to harmful and excessive noise levels.

Policy N 1-1: Consider the noise compatibility of existing and future development when making land use planning decisions. Require development and infrastructure projects to be consistent with the land use compatibility standards contained in Tables N-1 and N-2 to ensure acceptable noise exposure levels for existing and future development.

Policy N 1-2: Require new development to mitigate excessive noise to the standards indicated in Tables N-1 and N-2 through best practices, including building location and orientation, building design features, placement of noise-generating equipment away from sensitive receptors, shielding of noise-

⁴⁶ City of Milpitas, *General Plan 2040*, adopted March 9, 2021. Available online at: https://static1.squarespace.com/static/57277b461d07c02f9c2f5c2c/t/60906e6349539311604cae70/1620078198914/Milpitas+General+Plan_Final_online+version.pdf, accessed December 1, 2023

generating equipment, placement of noise-tolerant features between noise sources and sensitive receptors, and use of noise-minimizing materials.

Policy N 1-3: Use sound walls for sound attenuation only when other measures are not practical, or when recommended by an acoustical expert as part of a mitigation measure. Sound walls shall be designed to be aesthetically pleasing, and should incorporate features such as vegetation, variations in color and texture, artwork, and other features deemed appropriate by the City.

Policy N 1-5: Require acoustical studies for new discretionary developments and transportation improvements that have the potential to affect existing noise-sensitive uses such as schools, hospitals, libraries, care facilities, and residential areas; and for projects that would introduce new noise-sensitive uses into an area where existing noise levels may exceed the thresholds identified in this element.

Policy N 1-6: For projects that are required to prepare an acoustical study to analyze noise impacts, the following criteria shall be used to determine the significance of those impacts:

Stationary and Non-Transportation Noise Sources

A significant impact will occur if the project results in an exceedance of the noise level standards contained in this element. In instances where the ambient noise level is already above the standards contained in this element, a significant impact will occur if the project will result in an increase in ambient noise levels by more than 3 dB. This does not apply to temporary construction activities.

Transportation Noise Sources

Where existing traffic noise levels are 60 dB Ldn or less at the outdoor activity areas of noise-sensitive uses, a +5 dB Ldn increase in roadway noise levels will be considered significant;

Where existing traffic noise levels are greater than 60 dB Ldn and up to 65 dB Ldn at the outdoor activity areas of noise-sensitive uses, a +3 dB Ldn increase in roadway noise levels will be considered significant; and

Where existing traffic noise levels are greater than 65 dB Ldn at the outdoor activity areas of noise-sensitive uses, a +1.5 dB Ldn increase in roadway noise levels will be considered significant.

Applicable Actions in Support of Goal N-1

Action N-1a: Require that new development projects are reviewed for compliance with the noise requirements established in this element, including the standards established in Tables N-1 and N-2, prior to project approval.

Action N-1b: Require acoustical studies for new development projects which have the potential to generate noise impacts which exceed the standards identified in this element. The studies shall include representative noise measurements, estimates of existing and projected noise levels, and mitigation measures necessary to ensure compliance with the noise standards included in this element. Studies shall be conducted by a qualified acoustical professional.

Action N-1c: Require developers to prepare a construction management/noise mitigation plan that defines best management practices to reduce construction noise, and includes proposed truck routes (that comply with Section 12 V-100-12.05 - Truck Routes of the Milpitas Municipal Code) as part of the entitlement process.

Action N-1d: During the environmental review process, determine if proposed construction will constitute a significant impact on nearby sensitive receptors and, if necessary, require mitigation measures in addition to the standard best practice controls. Suggested best practices for control of construction noise include:

Noise-generating construction activities, including truck traffic coming to and from the construction site for any purpose, shall be limited to between the hours of 7:00 am and 7:00 pm. No construction shall occur on National holidays.

All equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment.

The construction contractor shall utilize “quiet” models of air compressors and other stationary noise sources where technology exists.

At all times during project grading and construction, stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from residences.

Unnecessary idling of internal combustion engines shall be prohibited for a duration of longer than five minutes.

Construction staging areas shall be established at locations that will create the greatest distance between the construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction activities, to the extent feasible.

Neighbors located adjacent to the construction site shall be notified of the construction schedule in writing.

The construction contractor shall designate a “noise disturbance coordinator” who will be responsible for responding to any local complaints about construction noise. The disturbance coordinator shall be responsible for determining the cause of the noise complaint (e.g., starting too early, poor muffler, etc.) and instituting reasonable measures as warranted to correct the problem. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site.

Table 3.13-3
Noise and Land Use Compatibility Guidelines (City of Milpitas Noise Element)

Land Use Category	Exterior Noise Exposure (Ldn)					
	55	60	65	70	75	80
Single-Family Residential						
Multi-Family Residential, Hotels, and Motels						
Outdoor Sports and Recreation, Neighborhood Parks, and Playgrounds						
Schools, Libraries, Museums, Hospitals, Personal Care, Public Assembly						
Office Buildings, Business Commercial, and Professional						
Industrial						

 Normally Acceptable - Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special insulation requirements.

 Conditionally Acceptable - Specified land use may be permitted only after detailed analysis of the noise reduction requirements and needed noise insulation features included in the design.

 Unacceptable - New construction or development should generally not be undertaken because mitigation was found to be infeasible to comply with noise element policies.

**Please note that these guidelines are general and may not apply to specific sites.*

Source: City of Milpitas. General Plan Noise Element. Table N-1.

City of Milpitas Municipal Code

Chapter 213, Noise Abatement, of Title V – PUBLIC HEALTH, SAFETY AND WELFARE, of the City of Milpitas Municipal Code (MMC) sets noise standards for construction and operation activities as follows:⁴⁷

- V-213-3 - *Unlawful to Create or Permit Disturbing Noise*
- (a) *Residential Zone Regulations.*
 - 3.01 *Except as permitted in Section V-213-3(b), it shall be unlawful for any person in any district zoned for residential use (under the provisions of Chapter 10, Title XI of the*

⁴⁷ City of Milpitas. *Municipal Code*. Available online: https://library.municode.com/ca/milpitas/codes/code_of_ordinances?nodeId=TITVPUHESAW CH213NOAB_213-3UNCRPEDINO accessed December 12, 2023.

Milpitas Municipal Code) to make, continue, maintain, permit or cause to be made, continued, maintained, or permitted any Disturbing Noise that increases the noise exposure level by three dB over the local ambient noise level measured from the property line of the noise source, or more than 65 dB measured from the property line of the noise source, whichever is more restrictive.

- 3.02 Except as permitted in Section V-213-3(b), it shall be unlawful for any person who owns, possesses, or controls any real property in any district zoned for residential use (under the provisions of Chapter 10, Title XI of the Milpitas Municipal Code) to make, continue, maintain, permit or cause to be made, continued, maintained or permitted any Disturbing Noise that increases the noise exposure level by three dB over the local ambient noise level measured from the property line of the noise source, or more than 65 dB measured from the property line of the noise source, whichever is more restrictive.
- 3.03 Notwithstanding any other provision of this Chapter and in addition thereto, it is unlawful for any person or any person who owns, possesses, or controls real property in any district zoned for residential use (under provisions of Chapter 10, Title XI of the Milpitas Municipal Code) to make, continue, maintain, permit, or cause to be made, continued, maintained or permitted any Disturbing Noise. It shall be prima facie violation of this Section if any Disturbing Noise is audible during the hours of 10:00 p.m. to 7:00 a.m. from a distance of 50 feet from the property line of the noise source or from a distance of 100 feet from any nonstationary noise source. It shall also be prima facie violation of this Section if any Disturbing Noise is audible during the hours of 7:01 a.m. to 9:59 p.m. from a distance of 100 feet from the property line of the noise source or any nonstationary noise source.
- 3.04 The above prohibition against making, continuing, maintaining or permitting any Disturbing Noise in any district zoned for residential use shall not apply to the authorized collection of solid waste, recyclables, and/or yard trimmings by an authorized collector beginning at 6:00 a.m.
 - (b)Outdoor Music Regulations for Commercial and Mixed Use Zones.
- 3.05 Outdoor music shall be permitted on real property in the C1, C2, TC, MXD, MXD2, and MXD3 zoning districts (per Chapter 10, Title XI of the Milpitas Municipal Code) as an accessory use to a restaurant or bar that is a principal permitted use or approved conditional use. Outdoor music shall be permitted between the hours of 9:00 a.m. and 11:00 p.m.
- 3.06 Except as provided below in Subsection V-213-3(b) 3.06(1), noise levels for outdoor music as an accessory use shall not exceed 70-90 dB measured from the property line of the parcel on which the outdoor music occurs. See also "Table XI-10-5.02-1 - Commercial Zone Uses" in Title XI, Chapter 10, Section 5.02 and "Table XI-10-6.02-1 - Mixed Use Zone Uses" in Title XI, Chapter 10, Section 6.02.
 - (1)For any parcel in a C1, C2, TC, MXD, MXD2, or MXD3 zoning district that is located within 100 feet of a parcel in a R1 or R2 zoning district, noise levels for outdoor music as an accessory use shall not exceed 65 dB measured from the property line of

the parcel on which the outdoor music occurs.(2)For residential uses in the MXD, MXD2, and MXD3 zoning districts, it is recognized that ambient noise from outdoor music that is permitted as an accessory use to a restaurant or bar is a normal condition inherent to a mixed-use, urban living environment; therefore accessory outdoor music at a restaurant or bar shall not be subject to the noise restrictions in Section V-213-3(a) 3.01 and 3.02 in the case of residential uses in the MXD, MXD2, and MXD3 zones.

- (c)Site Construction Regulations.
- 3.07 No person shall engage or permit others to engage in construction of any building or related road or walkway, pool or landscape improvement or in the construction operations related thereto, including, delivery of construction materials, supplies, or improvements on or to a construction site except within the hours of 7:00 a.m. to 7:00 p.m. on weekdays and weekends. No construction work shall be conducted or performed on the holidays indicated in Section V-213-2-2.05 of this Chapter.
- 3.08 Exemption from Off-Site Construction Regulations. Exempt from the Off-Site Construction Regulations of this article are as follows:
 - (1)Emergency construction and repair that is necessary for protection of life and property,(2)Operation preempted from local regulation by state law, such as construction of public school buildings,(3)Furnishing utility-type service including construction and maintenance of utility facilities,(4)Any work on an existing single-family or duplex (two-family) dwelling undertaken by the property owner,(5)Operation to construct and maintain facilities within the public right-of-way as deemed necessary by the Public Works Director, and(6)Any other circumstances where the City Manager deems that an exemption would be appropriate.

Environmental Setting

Existing Ambient Noise Levels

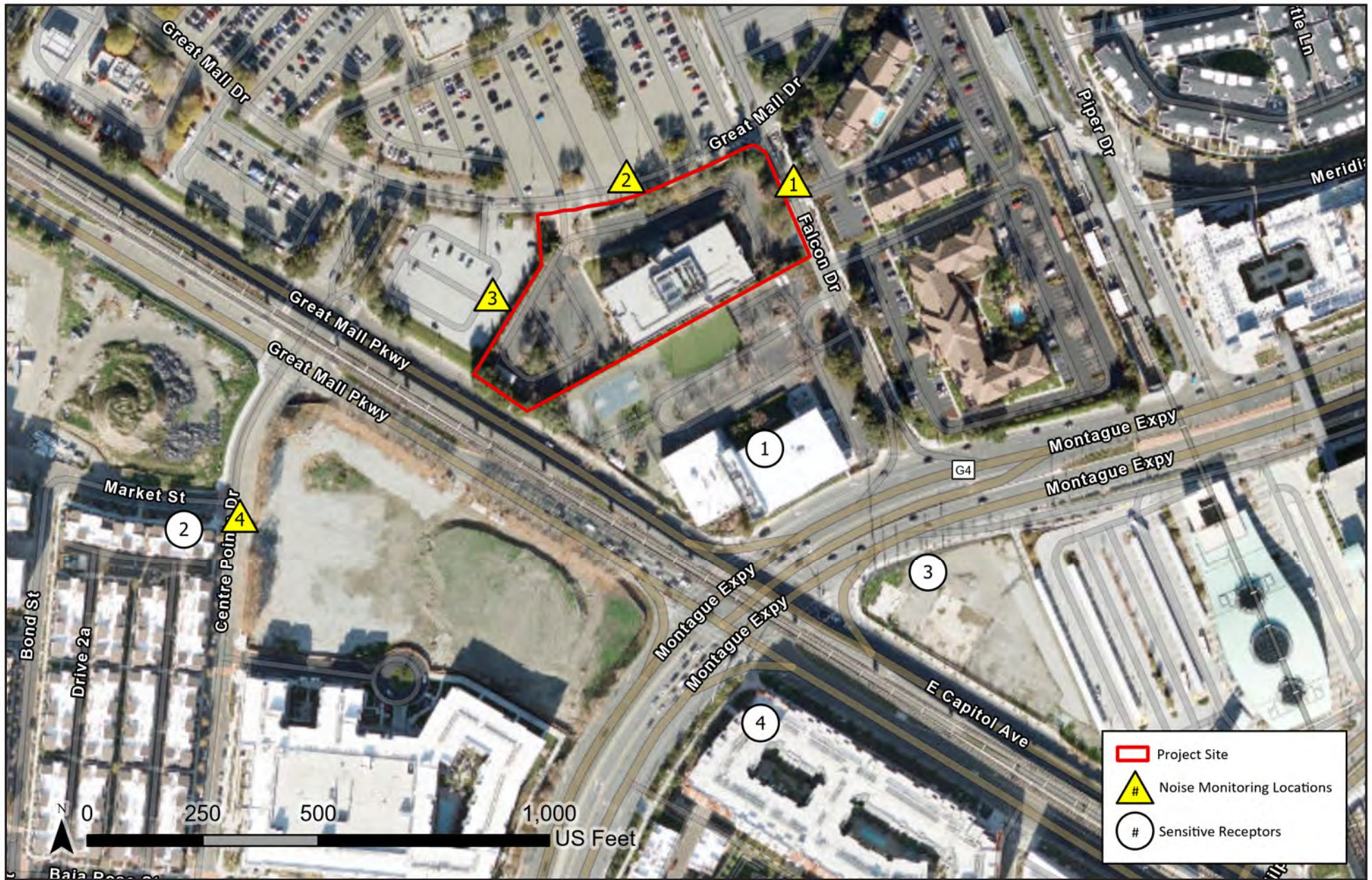
To establish baseline noise conditions, existing noise levels were monitored at four locations in the vicinity of the Project Site. The locations of the noise measurements are depicted in **Figure 3.0-1, Noise Monitoring and Sensitive Receptor Location Map**. The noise survey was conducted in December 2023 using the Larson Davis SoundTrack LxT (Type 1) sound level meter, which conforms to industry standards set forth in ANSI S1.4-1983 (R2006) – Specification for Sound Level Meters/Type 1. This instrument was calibrated and operated according to the manufacturer’s written specifications. At the measurement sites, the microphone was placed at a height of approximately five feet above grade. The results of the measurements are summarized in **Table 3.13-4, Existing Noise Levels in the Vicinity of the Project Site**. As shown in **Table 3.13-4**, the ambient noise levels ranged from 63.7 dBA Leq to 66.1 dBA Leq in the vicinity of the Project Site. In addition, based on the measurement data collected at Location 1 (located on the eastern boundary of the

Project Site), the existing on-site noise level for the Project Site is 72.5 dBA Ldn, as shown in **Appendix C Noise Data**.

Table 3.13-4
Existing Noise Levels in the Vicinity of the Project Site

Noise Monitoring Locations		Primary Noise Sources	Noise Levels (dBA)		
			Leq	Lmin	Lmax
1. Falcon Drive	Morning Drop Off	Morning Student Drop Off Vehicle Traffic	64.6	57.2	81.0
	After School Pick Up	After School Pick Up Vehicle Traffic, Car Honking, Retail Vehicle Traffic	66.1	54.5	79.5
2. Great Mall Drive		Morning Student Drop Off Vehicle Traffic	64.7	57.7	79.6
3. Northwest Corner of the Project Site		Vehicle Traffic, Train	63.8	59.0	79.3
4. Centre Pointe Drive Apartments		Vehicle Traffic, Neighborhood Activity	63.7	51.9	77.8

Source: Impact Sciences, Inc., December 2023. See **Appendix C**.



SOURCE: Esri, 2024

FIGURE 3.0-1

Noise Monitoring and Sensitive Receptor Locations

Existing Vehicle Traffic Noise Levels

Existing roadway noise levels were calculated for primary roadway segments located in the vicinity of the Project Site. The roadways selected are representative of the segments that would be most impacted by an increase in traffic according to the Project’s transportation engineer.⁴⁸

Calculations of the existing roadway noise levels are based on the Federal Highway Administration Highway Noise Prediction Model (FHWA-RD-77-108) and traffic volumes from the Project’s Transportation Analysis.⁴⁹ The model calculates the average noise level at specific locations based on traffic volumes, average speeds, roadway geometry, and site environmental conditions. The average vehicle noise rates (energy rates) utilized in the FHWA Model have been modified to reflect average vehicle noise rates identified for California by Caltrans. The Caltrans data show that California automobile noise is 0.8 to 1.0 dBA higher than national levels and that medium and heavy truck noise is 0.3 to 3.0 dBA lower than national levels. The average daily noise levels along study area roadway segments are presented in **Table 3.13-5, Existing Roadway Noise Levels**.

Table 3.13-5
Existing Roadway Noise Levels

Roadway	Roadway Segment	Existing Land Uses Along Segment	dBA Ldn
Falcon Drive	Between Montague Exp and Site Driveway	Commercial	61.0
	Between Site Driveway and Great Mall Drive	Commercial	61.0
Great Mall Drive	Between Mustang Drive and Site Driveway	Commercial	59.9
	Between Site Driveway and Falcon Drive	Commercial	59.8

Source: Impact Sciences, January 2024. See **Appendix C, Noise Data**.
Traffic data: Hexagon Transportation Consultants, Inc., 1323 Great Mall Drive Stratford School, Traffic Operations Analysis, January 8, 2024. Report available on file with the City Planning Department.

Existing Groundborne Vibration

The main sources of groundborne vibration near the Project Site are heavy-duty vehicular travel (e.g., refuse trucks, delivery trucks, and transit buses) on local roadways and I-880. Trucks and buses typically

⁴⁸ Hexagon Transportation Consultants, Inc., 1323 Great Mall Drive Stratford School, Traffic Operations Analysis, January 8, 2024. Report available on file with the City Planning Department.
⁴⁹ See **Appendix C** for roadway noise calculations.

generate groundborne vibration velocity levels of around 63 VdB at 50 feet, and these levels could reach 72 VdB where trucks and buses pass over bumps in the road.⁵⁰ In terms of PPV levels, a heavy-duty vehicle traveling at a distance of 50 feet can result in a vibration level of approximately 0.001 inch per second.

Noise Sensitive Receptors

Noise-sensitive land uses are generally considered to include those uses where noise exposure could result in health-related risks to individuals, as well as places where quiet is an essential element of their intended purpose. Residential dwellings are of primary concern because of the potential for individuals to be exposed to increased and prolonged exposure to both interior and exterior noise levels. According to the City's Noise Element, noise-sensitive uses include schools, hospitals, libraries, care facilities, and residential areas.⁵¹ The closest noise-sensitive receptors to the Project Site include: the existing Stratford School adjacent to the south of the Project Site; existing vacant land approximately to the west that is currently under construction and is anticipated to operate as a multi-family apartment complex by the time the Project begins operations (551 ft); Centre Pointe Drive apartments to the west of the Project Site (511 ft); and, the Capitol Apartments south of the Project Site (645 ft) (See **Figure 3.0-1, Noise Monitoring and Sensitive Receptor Location Map.**)

Would the project:

- a) **Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

Less than Significant Impact.

Construction Noise Impacts

Construction activities associated with the Project would result in temporary noise level increases in the vicinity of the Project Site on an intermittent basis and, as such, could expose nearby sensitive receptors to increased noise levels. The increase in noise at off-site sensitive receptors during construction of each phase of construction under the Project would be temporary in nature and would not generate continuously high noise levels, although occasional single-event disturbances from construction would occur. Construction noise would typically be higher during the heavier periods of initial construction (i.e., demolition and

⁵⁰ Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*. 2018. Available online at: https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf, accessed March, 14, 2023.

⁵¹ City of Milpitas, *General Plan Noise Element*, see Policy N 1-5.

grading work) and reduced in the later construction phases (i.e., interior building construction) because the physical structure of the buildings would break line-of-sight noise transmission from the construction area to the nearby sensitive receivers. Noise levels would fluctuate depending on the construction phase, equipment type and duration of use, distance between the noise source and receivers, and presence or absence of intervening structures, terrain, or other noise attenuation barriers.

Table 3.13-6, Estimated Construction Noise Levels, shows the maximum expected noise levels at sensitive receptors in the vicinity of the Project Site. The analysis shows the maximum noise levels from the use of equipment anticipated to be used during demolition, grading and building construction.

Table 3.13-6
Estimated Construction Noise Levels

Sensitive Land Uses	Distance to Project Site (feet)	Estimated Construction Noise Levels [dBA]	Exceed FTA Threshold of 80 dBA Leq?
1. Existing Stratford School (nearest school building)	165	72.6	No
2. Centre Pointe Drive Apartments	511	60.6	No
3. Vacant Land Under Construction - anticipated to operate as a multi-family apartment complex	551	62.2	No
4. Capitol Apartments	645	58.5	No

Source: Impact Sciences, January 2024. See **Appendix C** for equipment noise data sheets and assumptions.

As shown in **Table 3.13-6**, construction activity would generate noise levels of up to 72.6 dBA Leq at the nearest existing sensitive receptor (Sensitive Receptor No. 4). As such, temporary construction noise would not exceed the FTA's 80 dBA Leq daytime construction threshold. Furthermore, the Project would be consistent with Chapter 213 of Title V of the City's Municipal Code, which prohibits construction activities outside of the hours of 7:00 a.m. to 7:00 p.m. on weekdays and weekends, and on holidays except during emergencies. It should also be noted that the Project would be required to comply with Noise Element Action N-1d, which requires the Project Applicant to implement standard best practices to limit construction noise levels to the extent feasible. Notwithstanding the implementation of best practices, because the Project would be consistent with the construction hours identified in the City's Municipal Code and because Project construction noise would not exceed the FTA's 80 dBA Leq daytime construction threshold, impacts would be less than significant.

Operational Noise Impacts

Traffic Noise

The Project would increase the number of vehicle trips within the vicinity of the Project Site which would increase traffic noise on roadways. To determine whether the Project would create traffic noise resulting in a significant noise increase, existing and potential future noise levels were calculated based on the FHWA Traffic Noise Model consistent with data provided by the Project's transportation engineer⁵² (see **Appendix C**). The noise increases between the Existing and Existing Plus Project scenarios are shown in **Table 3.13-7, Project Traffic Noise**.

**Table 3.13-7
Project Traffic Noise**

Roadway	Roadway Segment	dBA Ldn		
		Existing	Existing Plus Project	Project Increase
Falcon Drive	Between Montague Exp and Site Driveway	61.0	61.8	0.8
	Between Site Driveway and Great Mall Drive	61.0	62.4	1.4
Great Mall Drive	Between Mustang Drive and Site Driveway	59.9	62.2	2.3
	Between Site Driveway and Falcon Drive	59.8	61.5	1.7

Source: Impact Sciences, January 2024. See **Appendix C**.

Traffic data: Hexagon Transportation Consultants, Inc., 1323 Great Mall Drive Stratford School, Traffic Operations Analysis, January 8, 2024. Report available on file with the City Planning Department

As shown in **Table 3.13-7, Project Traffic Noise**, the Project would increase local traffic noise levels by a maximum of 2.3 dBA Ldn along Falcon Drive. As discussed previously, where existing traffic noise levels are greater than 60 dBA Ldn and up to 65 dBA Ldn at the outdoor activity areas of noise-sensitive uses, a +3 dBA Ldn increase in roadway noise levels would be considered significant. Because the Project would increase local traffic noise levels by a maximum of 2.3 dBA Ldn along any segment, these thresholds would not be exceeded and impacts with respect to operational traffic noise would be less than significant.

⁵² Hexagon Transportation Consultants, Inc., 1323 Great Mall Drive Stratford School, Traffic Operations Analysis, January 8, 2024. Report available on file with the City Planning Department.

On Site Noise

Stationary Noise

The operation of the Project would generate on-site stationary noise from HVAC equipment. Noise from HVAC equipment serving the Project would typically generate noise in the range of 60 to 70 dBA Leq at a reference distance of 15 feet from the source.⁵³ As discussed previously, noise-sensitive receptors are located at least 165 feet from the Project Site and noise from HVAC equipment would attenuate at a rate of approximately 6 dBA per doubling of distance from the source. Thus, HVAC related noise would not exceed 52 dBA Leq at the nearest sensitive receptor. As shown in **Table 3.13-4**, ambient noise levels in the Project Site vicinity were measured between 63.7 dBA Leq to 66.1 dBA Leq. Based on estimated noise level of 52 dBA Leq at 165 feet for HVAC equipment, noise levels from such equipment would not exceed ambient noise levels at off-site sensitive receptors. Furthermore, HVAC units are traditionally rooftop-mounted and/or shielded from surrounding land uses, serving to block line-of-sight noise transmission to sensitive receptors. Impacts would be less than significant.

Playfield Noise

The proposed synthetic turf playfield would introduce noise sources associated with children playing. As noted above, the City's noise ordinance generally limits the generation of noise that exceeds the actual measured existing ambient noise level by 3 dB(A) DNL at neighboring properties. The day-night average sound level (Ldn or DNL) is an average noise level over a 24-hour period. Noise levels occurring between the hours of 10:00 PM and 7:00 AM are increased by 10 decibels (dB). This noise is weighted to take into account the decrease in community background noise of 10 dB(A) during this period.

A noise measurement was taken at the existing Stratford School's outdoor play area and noise levels reached 62.4 dBA Leq during typical play activities (see **Appendix C** for noise measurement data). As shown in **Table 3.13-4** above, ambient noise levels in the Project Site vicinity were measured between 63.7 dBA Leq to 66.1 dBA Leq. Thus, noise associated with the playfield would not exceed ambient noise levels in the area. Furthermore, as no playfield activity would occur during evening hours, there would be no potential to increase the day-night average noise levels at neighboring properties by 3 dBA. Impacts would be less than significant.

⁵³ Illingworth & Rodkin. *Environmental Noise Assessment for Wal-Mart Expansion, Williamson Ranch Plaza – Antioch, California*. Available at: <https://www.antiochca.gov/fc/community-development/planning/Walmart/DEIR-VOLII-APPENDICES-C-H/Appendix%20G%20Noise%20Assessment.pdf> Accessed on March, 14, 2023.

Parking Noise

Operational noise sources are also associated with on-site parking and vehicle circulation, including delivery trucks and trash-hauling trucks. The Project is a K-12 preparatory school and would not cause a substantive increase in delivery or trash trucks in the Project area. Various noise events would occur periodically from the Project's parking uses. Such periodic events would include activation of car alarms, sounding of car horns, slamming of car doors, engine revs, and tire squeals. It should be noted that the existing urban environment of the Project Site currently generates noise levels associated with these parking and vehicular noise sources. Although the Project would increase the number of vehicles parking in the area, the types of noise would be similar to those currently occurring in the vicinity of the Project Site. Parking-related noise for the existing Stratford School was observed during field noise measurements. As detailed in **Appendix C**, parking noise levels were found to be 64.6 dBA Leq, which would be generally consistent ambient noise levels that range from 63.7 dBA Leq to 66.1 dBA Leq (see **Table 3.13-4**). Therefore, impacts would be less than significant.

- b) Would the project result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?**

Less than Significant Impact.

Vibration Impacts

Construction activities associated with the Project could intermittently generate vibration in the Project Site vicinity when it reaches building walls and floors of sensitive receptors. Vibration-generating equipment could include bulldozers and loaded trucks to move materials and debris, jackhammers to break apart concrete, and caisson drills for foundations. **Table 3.13-8, Vibration Source Levels for Construction Equipment**, identifies vibration velocity levels for equipment at various distances from the source.

Table 3.13-8
Vibration Source Levels for Construction Equipment

Equipment	Approximate PPV (in/sec)					Approximate RMS (VdB)				
	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet
Large Bulldozer	0.089	0.031	0.024	0.017	0.011	87	78	76	73	69
Caisson Drilling	0.089	0.031	0.024	0.017	0.011	87	78	76	73	69
Loaded Trucks	0.076	0.027	0.020	0.015	0.010	86	77	75	72	68
Jackhammer	0.035	0.012	0.009	0.007	0.004	79	70	68	65	61
Small Bulldozer	0.003	0.001	0.0008	0.0006	0.0004	58	49	47	44	40

Source: Federal Transit Administration, Transit Noise and Vibration Impact Assessment Manual, 2018.

With respect to human annoyance, the FTA thresholds are 80 VdB at residences and buildings where people normally sleep, and 75 dB for institutional uses such as schools. With respect to building damage, the FTA guidelines consider 0.12 inch/sec PPV to be the significant impact level for buildings extremely susceptible to vibration damage, 0.2 inch/sec PPV to be the significant impact level for non-engineered timber and masonry buildings, 0.3 inch/sec PPV to be the significant impact level for engineered concrete and masonry, and 0.5 inch/sec PPV to be the significant impact level for reinforced-concrete, steel or timber.

Based on **Table 3.13-8**, construction equipment could reach vibration levels of 69 VdB at 100 feet. As such, the 80 VdB residential annoyance threshold would not be exceeded at the nearest residential receptor (Sensitive Receptor No. 2). In addition, the 75 VdB annoyance threshold for schools would not be exceeded at Sensitive Receptor No. 1. It should also be noted that construction-related vibration levels experienced would be temporary and intermittent and the Project would be consistent with Title V, Chapter 213 of the City's Municipal Code, which prohibits construction activities outside of the hours of 7:00 a.m. to 7:00 p.m. on weekdays and weekends, and on holidays except during emergencies. As such, construction-related vibration would not disturb residences during sensitive nighttime hours. Therefore, this impact would be less than significant.

Based on **Table 3.13-8**, construction equipment would reach a maximum of 0.011 PPV (in/sec) at 100 feet. The building nearest the Project Site is the existing school building 165 feet south on Falcon Drive. These vibration levels would not exceed the most conservative 0.12 inch/sec PPV threshold for buildings extremely susceptible to vibration damage. As such, construction-related vibration impacts with respect to building damage would be less than significant.

- c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The Project Site is not located in the vicinity of a private airstrip or airport land use plan. The closest airport to the Project Site is the Norman Y. Mineta San Jose International Airport located approximately 5.4 miles southwest of the Project Site. Additionally, the Project Site is located outside of the Airport Influence Area of the *Norman Y. Mineta San Jose International Airport Comprehensive Land Use Plan*.⁵⁴ Therefore, the Project would not expose residents at the Project Site to excessive airport-related noise levels. No impact would occur in this regard.

⁵⁴ Walter B. Windus PE, Aviation Consultant, *Norman Y. Mineta San Jose International Airport Comprehensive Land Use Plan, Figure 8 "Airport Influence Area, November 16, 2016.*

14. Population and Housing

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Would the project:

- a) **Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

Less than Significant Impact. A Project could induce population growth in an area either directly, through the development of new businesses, or indirectly, through the extension of roads or other infrastructure. The Project does not include the addition or removal of housing and thus would have no direct impact on population and housing forecasts for the area. Although the Project would increase the number of students and employees at the Project Site, it is anticipated that the future students and employees would primarily consist of existing residents in the Milpitas area. Estimating the number of families of future students and employees who may choose to relocate to the City would be highly speculative, since many factors influence personal housing location decisions (e.g., family income levels and the cost and availability of suitable housing in the local area). Nevertheless, in an effort to present a worst-case population growth scenario, this analysis assumes the Project would enroll a maximum of 500 students and employ 75 full-time employees, all of whom would permanently relocate to the City.

Based on the City's average household size of 3.13 persons, the Project could result in a maximum population increase of approximately 1,800 persons.⁵⁵ As of 2023, the City has an estimated population of 81,067 persons.⁵⁶ According to the City's General Plan Update Environmental Impact Report, the City's

⁵⁵ California Department of Finance, Demographic Research Unit, "E-5 Population and Housing Estimates for Cities, Counties, and the State, January 2021-2022, with 2020 Benchmark." May 2022.

⁵⁶ California Department of Finance Demographic Research Unit, "E-5 Population and Housing Estimates for Cities, Counties, and the State, January 2021-2022, with 2020 Benchmark." May 2022.

population is forecasted to reach an estimated 113,530 persons by the year 2040, representing a total increase of 31,933 persons.⁵⁷ The Project's potential maximum increase of 1,800 persons would represent approximately six percent of the City's projected increase in population between the years 2023 and 2040 (32,463 persons). However, this conservative estimate is based on the assumption that the maximum number of students and employees would be new to the City. It is more likely that the majority of the students are currently in attendance in the existing lower division Stratford school campuses. Furthermore, as discussed in **Section 11, Land Use and Planning**, the Project would be consistent with its designated land use under the MMSP as a BPRD-R. Thus, the anticipated population generation has been accounted for in the City's long-range planning documents. Therefore, the Project would not induce substantial unplanned population growth in an area, either directly or indirectly, and impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. The Project would renovate an existing vacant office building into a new preparatory school and construct a new gymnasium and playfield. There are no existing residential facilities on-site. Thus, the Project would not displace substantial numbers of existing people or housing, and no impacts would occur.

Mitigation Measures: No mitigation measures are required.

⁵⁷ City of Milpitas. *The City of Milpitas General Plan Update Environmental Impact Report*, November 2020. Available online at: <https://www.milpitas.gov/DocumentCenter/View/1168/Draft-EIR-PDF?bidId=>. Accessed January 2, 2024.

15. Public Services

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?	☐	☐	☒	☐
ii. Police protection?	☐	☐	☒	☐
iii. Schools?	☐	☐	☐	☒
iv. Parks?	☐	☐	☐	☒
v. Other public facilities?	☐	☐	☒	☐

a) Fire protection?

Less than Significant Impact. Fire protection and other related services to the Project Site are provided by the Milpitas Fire Department (MFD). There are four fire stations in the City. The MFD offers fire protection and emergency services to the City, including fire suppression services, emergency medical services, rescue services, hazardous and toxic materials emergency response, coordination of City-wide disaster response efforts, enforcement of fire and life safety codes, enforcement of State and Federal hazardous materials regulations, and investigation of fire cause, arson and other emergency events for reason and origin.⁵⁸ The closest fire station to the Project Site is Fire Station One, located approximately 0.68 miles northwest of the Project Site.

As discussed in **Section 14, Population and Housing**, the Project would not result in a substantive increase in population within the City, nor would it generate growth beyond what has been accounted for in the City's long-range planning documents. Thus, the Project would not substantively increase the service population or demand for fire protection services. The Project would utilize the existing driveways along Great Mall Drive and Falcon Drive, which can accommodate emergency vehicles that are entering the Project Site. Additionally, a new fire service line would be installed and would connect to the existing water

⁵⁸ City of Milpitas, "Fire," Available online at: <https://www.milpitas.gov/milpitas/departments/fire/>, accessed January 11, 2024.

mains located along Great Mall Drive. The proposed fire line and the overall Project design would be in accordance with the applicable design standards outlined in the 2022 California Building Code (CBC), Chapter 9, *Fire Protection and Life Safety Systems*. The Project would also be designed in accordance with the City's Municipal Code, Chapter 300 (Fire Code) which adopts by reference the 2022 editions of California Fire Code and the California Fire Code. The California Fire Code includes fire safety-related building standards for construction, access, water mains, fire flows, and hydrants. As such, impacts on fire protection services and facilities would be less than significant.

Mitigation Measures: No mitigation measures are required.

b) Police protection?

Less than Significant Impact. Law enforcement protection services for the City of Milpitas are provided by the Milpitas Police Department (MPD). The MPD station is located 2.62 miles north of the Project Site at 1275 North Milpitas Boulevard.

Construction activities associated with the Project may create a temporary increase in demand for MPD services at the construction site. However, construction activities would be required to comply with the emergency site access requirements outlined in the 2022 CBC. Project implementation would result in an increase in individuals on-site, potentially resulting in increased calls for service and traffic and traffic-related calls for the proposed school. However, as discussed in **Section 14, Population and Housing**, the Project would not result in a substantive increase in population within the City, nor would it generate growth beyond what has been accounted for in the City's long-range planning documents. Thus, the Project would not substantively increase the service population or demand for police fire protection services. The Project would have a total of five pedestrian access gates to the school grounds, each equipped with security locks to minimize potential criminal activity on-site. Further, the Project Site is currently within the MPD's service area and thus, the Project would not extend MPD's resources and staffing beyond their existing service area. As such, impacts to police protection and services would be less than significant.

Mitigation Measures: No mitigation measures are required.

c) Schools?

No Impact. As stated, the projected indirect population growth in the City from the Project would be nominal. The Project would provide an additional secondary school and would not warrant additional schools in the area. As such, no impacts to school facilities would occur.

Mitigation Measures: No mitigation measures are required.

d) Parks?

No Impact. The closest public park to the Project Site is Parc Metro Clubhouse, located 0.58 miles north of the Project Site at 330 Curtis Avenue.⁵⁹ As stated, the Project would not result in a substantial increase in the City's population and would not substantially increase the use of the City's parks and recreational facilities. As such, no impact would occur.

Mitigation Measures: No mitigation measures are required.

e) Other Public Facilities?

Less than Significant Impact. The City of Milpitas is served by the Santa Clara County Public Library District (County Library District). The County Library includes eight branch libraries that provide services to Santa Clara County.⁶⁰ The closest public library to the Project Site is the Milpitas Library (MPL), located approximately 1.46 miles northwest of the Project Site at 160 North Main Street.

As stated above, the Project is not expected to result in a substantial increase in population compared to existing conditions. Thus, the Project is not expected to result in an additional demand for library services. Therefore, less than significant impacts would occur.

Mitigation Measures: No mitigation measures are required.

⁵⁹ City of Milpitas, "Facilities." Available online at: <https://www.milpitas.gov/Facilities?clear=False>, accessed January 4, 2023.

⁶⁰ Santa Clara County Library District, "Library Locations." Available online at: https://sccl.bibliocommons.com/locations/?_ga=2.6142516.641854484.1668657211-740783852.1665682817&_gl=1*1jk0cnn*_ga*NzQwNzgZODUyLjE2NjU2ODI4MTc.*_ga_G99DMMNG39*MTY2ODY1NzIxMS43LjEuMTY2ODY1NzI2Ny4wLjAuMA, accessed January 4, 2024.

16. Recreation

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

- a) **Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

No Impact. As stated in **Section 15, Public Services**, the nearest recreational facility to the Project Site is the Parc Metro Clubhouse, located 0.58 miles north of the Project Site. Further, as stated above, the Project would not result in a substantial increase in the City's population and would not increase the use of existing parks and recreational facilities. Accordingly, no impacts would occur.

Mitigation Measures: No mitigation measures are required.

- b) **Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?**

No Impact. The Project would involve the renovation of an existing vacant office building into a preparatory school. While the Project does include the construction of a playfield and gymnasium, the facilities are intended for the use of the private school and are not open to the general public. As stated above, the Project would not increase the use of existing recreational facilities and therefore would not require the construction or expansion of recreational facilities. Therefore, no impacts would occur.

Mitigation Measures: No mitigation measures are required.

17. Transportation and Traffic

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with a plan, ordinance or policy addressing the performance of the circulation system, including transit, roadways, bicycle lanes and pedestrian paths?	☐	☐	☒	☐
b. For a transportation project, would the project conflict with or be inconsistent with <i>CEQA Guidelines</i> section 15064.3, subdivision (b)?	☐	☐	☒	☐
c. Substantially increase geometric hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d. Result in inadequate emergency access?	☐	☐	☒	☐
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				

Less than Significant Impact.

Pedestrian and Bicycle Facilities

Off-site pedestrian facilities that surround the Project Site are limited to sidewalks located along Great Mall Drive and Great Mall Parkway. All intersections adjacent to the Project Site provide marked crosswalks and curb ramps on most approaches. Additionally, Great Mall Parkway is identified by the City of Milpitas as an existing Class II Bike Lane and as an existing trailway that is prioritized for improvement.⁶¹

Project construction would not disturb the surrounding pedestrian facilities as all associated construction activities/staging equipment would occur on-site. With respect to operations, the Project Site includes direct pedestrian connections to the nearby Milpitas BART Station (see **Appendix D, Transportation Impact Analysis**). The Project would install pedestrian/bike gates that would provide access for students walking along all adjacent roadways. Pedestrians and bicyclists travelling to/from the Milpitas BART station would

⁶¹ City of Milpitas, *City of Milpitas Bicycle/Pedestrian & Trails Plan*, Adopted May 2022. Available online at: <https://www.milpitas.gov/DocumentCenter/View/4954/Trail-Pedestrian-and-Bicycle-Master-Plan---Adopted-May-2022-PDF?bidId=>, accessed January 5, 2024.

maintain access to the Project Site. As such, the Project would not remove any pedestrian facilities, nor would it conflict with the City of Milpitas *Trail, Pedestrian and Bicycle Master Plan*.

According to **Appendix D**, the volume of cyclists generated by the Project would not exceed the carrying capacity of the existing bike facilities surrounding the site, nor would Project implementation require additional bicycle facilities. Rather, the Project would provide bicycle parking spaces on-site for students and staff. Thus, the Project would not conflict with the City's *Trail, Pedestrian and Bicycle Master Plan*.

Transit Systems

The Project Site is surrounded by several stops for light rail and public transit lines provided by the Valley Transportation Authority (VTA), Alameda-Contra Costa Transit District (AC,) and the San Francisco Bay Area Rapid Transit District (BART) (see **Appendix D**).⁶² The closest VTA bus stop is located approximately 275 feet southwest from the Project Site along Great Mall Parkway and 0.20 miles northwest at the intersection of Great Mall Parkway and McCandless Drive. Additionally, the Project Site is located less than 0.50 miles from the nearest major transit stop. The closest major transit stops include Milpitas BART Station and the VTA Great Mall/ Main Station. Thus, the Project Site is located within a Transit-Oriented Development (TOD) area.⁶³

The Project would introduce new students and staff to the Project area. Thus, the Project would generate additional transit trips in the Project area. However, according to **Appendix D**, the volume of transit trips generated by the Project is not expected to exceed the carrying capacity of the existing transit services to the site. The Project, by itself, would not require additional transit service to the area or improvements to existing transit service frequencies. Thus, the Project would not require conflict with existing or proposed transit projects or policies identified by the VTA.

In conclusion, the Project would not conflict with the plans or policies addressing the circulation system of the transit, roadway, bicycle and pedestrian facilities. Less than significant impacts would occur.

Mitigation Measures: No mitigation measures are required.

⁶² Valley Transportation Authority, "Routes." Available online at: <https://www.vta.org/go/routes>, accessed January 5, 2024.

⁶³ A Transit-Oriented Development is defined by U.S. Department of Transportation as "projects within one-half mile of either an existing major transit stop or a stop along an existing high quality transit corridor should be presumed to cause a less than significant transportation impact"

b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?**Less than Significant Impact.**

CEQA Guidelines Section 15064.3(b) provides considerations for evaluating a project's transportation impacts. Land Use Projects (b)(1) are evaluated through vehicle miles traveled (VMT). Generally, projects within one-half miles of either an existing major transit stop or a stop along an existing high quality transit corridor should be presumed to cause a less than significant transportation impact.⁶⁴ Projects that decrease VMT in the project area compared to existing conditions should be presumed to have a less than significant transportation impact.

On May 18, 2021, the City of Milpitas adopted a local transportation policy analysis for VMT, the *City of Milpitas Transportation Analysis* (dated March 2022), to comply with State law and provide established and consistent criteria for analyzing transportation impacts of development projects and long-range plans. The transportation policy is intended for evaluating potential transportation impacts of new developments to comply with the California Environmental Quality Act (CEQA). The City has established thresholds of significance for non-residential Projects that are in accordance with the Office of Planning and Research (OPR). According to the *City of Milpitas Transportation Analysis*, a project shall be presumed to have a less-than-significant transportation impact if they meet any of the following screening criteria:

- Small Project Screening: Projects generating 110 daily trips or less. Examples: Single-family residential development of 12 units or fewer, multi-family residential development of 20 units or fewer, and office developments of 10,000 square feet or less.
- Retail projects that are local serving defined as 100ksf or less;
- Local serving public projects such as fire stations, neighborhood parks, libraries, and community centers;
- Transit Supportive Project transit screening: All land-use projects located within one half mile of a major transit stop, or a stop along a high-quality transit corridor, pursuant to State definitions for such facilities and meet the following criteria;
 - For Office/R&D projects, a minimum floor area ratio of 0.75

⁶⁴ California Office of Planning and Research, *Technical Advisory on Evaluating Transportation Impacts in CEQA*, 2018. Available online at: https://opr.ca.gov/docs/20190122-743_Technical_Advisory.pdf, accessed February 2, 2024.

- For Residential projects, a minimum density of 35 units/acre (40 units/acre in the Serra Center and 50 units/acre in the Milpitas Metro Specific Plan area);
 - No excess parking: the project does not include more parking for use by residents, customers, or employees of the project than required by the Municipal Code;
 - No loss of affordable dwelling units: the project does not replace affordable residential units with a smaller number of affordable units, and any replacement units are at the same level of affordability; and
- Projects with restricted affordable housing.

Project Screening

Appendix D determined that the Project could potentially be screened out of the VMT Analysis, as the proposed school use would qualify the Project to be screened out of VMT Analysis under the following screening criteria identified in the *City of Milpitas Transportation Analysis*:

- **Local Serving Project:** As stated above, the *City of Milpitas Transportation Analysis Policy Guidelines* (March 2022) presumes that local serving public projects would have a have a less-than-significant transportation impact. The Governor’s Office of Planning and Research (OPR) *Technical Advisory* (December 2018) states that “By adding retail opportunities into the urban fabric and thereby improving retail destination proximity, local-serving retail development tends to shorten trips and reduce VMT. Thus, lead agencies generally may presume such development creates a less-than-significant transportation impact.” **Appendix D** states that school uses are similar to retail uses, in that, the more schools that are located within in a given area, the shorter the student trips between the school and other complementary land uses (such as employment or residential uses).
- **Prior Approvals:** The Project Site is located within the MMSP planning area. The Project Site is designated as BPRD-R and educational uses are listed as an acceptable use in BPRD-R designated areas under the MMSP. Thus, the proposed educational use was contemplated as a potential development on-site under the MMSP. According to **Appendix D**, CEQA impacts related to traffic for projects that are consistent with the MMSP have been analyzed in the Supplemental Environmental Impact Report (EIR) for the MMSP. As such, the Project may qualify for a statutory exemption under CEQA.

Therefore, given the City’s screening criteria, prior finding regarding private school projects, and that the use for the site is already cleared environmentally, the impacts of the project on VMT are considered less than significant.

VMT Analysis

The Project would implement a new school with a maximum student enrollment of 500 students and 75 employees. The VMT Analysis (**Appendix D**) determined that implementation of the Project would decrease the VMT per employee (VMT/employee) from 2,635 VMT/employee to 1,163 VMT/employee.

As a new secondary school for 6th through 12th graders, the Project would be the only Stratford secondary school for three existing lower division Stratford preparatory schools located within a three-mile distance from the Project Site. According to **Appendix D**, the Project would provide an alternate location for Stratford school students to continue their education without traveling to a more distant location, thus reducing VMT per capita from existing conditions. Thus, the Project's overall impact on VMT would be less than significant.

Mitigation Measures: No mitigation measures are required.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less than Significant Impact. The Project would not include any on-site or off-site roadway improvements. The majority of the existing on-site circulation would be maintained with implementation of the Project. The Project would utilize the two existing driveways off of Great Mall Drive and Falcon Drive. Visitors would use the existing driveway off of Great Mall Drive as the primary vehicular entry to the Project Site. As illustrated in **Figure 2.0-5**, upon entering the school grounds, visitors may either turn right to park within the proposed 21 parking spaces located at the northwestern corner of the Project Site or turn left towards the remaining on-site parking spaces or towards the proposed drop-off and pick up-zone for students along the northern frontage of the school. As depicted, vehicles would then continue through the proposed egress route and exit the Project Site through the security gate along the southern perimeter of the site to the parking lot of the existing adjacent school, or through the existing driveway along Falcon Drive. The Project would be required to comply with all on-site circulation site access requirements imposed by the City and the Milpitas Fire Department (MFD). As such, Project plans would be subject to review by the City and the MFD. Upon approval, the Project would not include any geometric design features or incompatible uses that would substantially increase hazards. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

d) Result in inadequate emergency access?

Less than Significant Impact. Construction activities would remain on-site. The Project would utilize the existing driveways on-site for emergency access. The Project would incorporate all applicable design and safety standards and regulations outlined in Chapter 33 of the 2022 California Building Code, and Chapter 11 (Construction Requirements for Existing Buildings) of the California Fire Code. Furthermore, the Project would be subject to site plan review by the City and MFD to ensure that on-site emergency access points are sufficient. Upon site plan approval, and by adhering to applicable state requirements, impacts regarding emergency access would be less than significant.

Mitigation Measures: No mitigation measures are required.

18. Tribal Cultural Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☐	☒
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

Would the project:

Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- a) **Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resource Code section 5020.1(k)?**

No Impact. Impacts related to historical resources are evaluated in **Section 5, Cultural Resources**. As discussed, there are no buildings or structures within the Project Site that are eligible to be listed on the CRHR or the NRHP. The existing building on-site was constructed in 2002. As such, no impacts would occur.

Mitigation Measures: No mitigation measures are required.

- b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Less than Significant Impact with Mitigation Incorporated. As discussed in **Appendix B, Cultural Resources Documentation**, results of the Sacred Lands File (SLF) search report from the Native American Heritage Commission (NAHC) for the Project Site were negative.

In compliance with AB 52, the City will distribute letters notifying each tribe that may have knowledge of cultural resources within the Project Area in coordination with the circulation of this MND.

Ground disturbing activities associated with the Project could result in the discovery of previously undiscovered cultural resources. This includes potential discovery of tribal cultural resources. In the event Native American resources are discovered, the City would consult with the Native American monitor and affected tribe(s). Additionally, as stated in **Section 5, Cultural Resources**, in the event that human remains are encountered, **Mitigation Measure CUL-1** would ensure that work in the immediate area of a potential archaeological find is halted until an archaeologist evaluates the find and determines appropriate subsequent procedures. With implementation of **Mitigation Measure CUL-1**, impacts to resources that are applicable under Public Resources Code Section 5024.1 would be reduced to less than significant levels.

Mitigation Measures: See **Mitigation Measure CUL-1**.

19. Utilities and Service Systems

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d. Generate solid waste in excess of state or local standards or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

Would the project:

- a) **Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?**

Less than Significant Impact.

Water

The City provides water services to the Project Site and receives water supplies from the San Francisco Public Utilities Commission (SFPUC) and Valley Water (formerly Santa Clara Valley Water District). The SFPUC is a regional wholesale water supplier that supplies predominantly snowmelt from the Sierra

Nevada, delivered through the Hetch Hetchy aqueducts.⁶⁵ Valley Water is a countywide wholesale water and groundwater management agency, relies on local retailers (municipalities and private companies) to deliver water to homes and businesses throughout the county, including the City of Milpitas.⁶⁶

Potable water is currently being conveyed to the Project Site with the existing underground waterlines that connect to a 12-inch water main along Great Mall Drive. The Project would continue to use the existing water lines on-site to receive potable water for the landscaping, restrooms, and kitchens. The proposed gymnasium would not include uses that need potable water. The Project Site is designated in the City's General Plan as Milpitas Metro Specific Plan (MMSP), and in the MMSP, the Project Site is designated as Business Park Research & Development, Limited Residential (BPDR-R), which supports and allows educational uses. Therefore, the expected development intensity of the Project has been accounted for in the City's long-range planning documents. As such, the Project would not require new or relocated or expanded water facilities.

Wastewater

The Project would include the construction of new bathrooms within the existing building, which would generate additional demand for wastewater treatment. No bathrooms are being proposed within the new gymnasium. Wastewater produced by the Project would be treated at the San Jose-Santa Clara Regional Wastewater Facility (RWF), located 1.23 miles southwest of the Project Site in the City of San Jose. The proposed school would construct a new 6-inch sewer lines to connect to the City's 8-inch main and new 6-inch and 8-inch storm drains will collect water and then route to a detention basin, which will then drain into a private storm drain system along Great Mall Drive. A new Recycled Water system will need to be constructed in order to provide irrigation to the landscape areas. A connection to the existing 8-inch Recycled Water Main on Falcon Drive will be established.

The RWF has a total contracted peak flow capacity of 14.25 million gallons per day (mgd).⁶⁷ The Project is anticipated to generate approximately 570 gallons per day.^{68,69} The anticipated wastewater generated by

⁶⁵ City of Milpitas, *2020 Urban Water Management Plan*, 2021. Available online at: https://www.milpitas.gov/pdfs/Milpitas_2020_%20UWMP_FINAL.pdf, accessed January 11, 2024.

⁶⁶ Valley Water, "Find My Water Retailer," Available online at: <https://www.valleywater.org/find-my-retailer>, accessed January 10, 2024.

⁶⁷ City of Milpitas, *2020 Urban Water Management Plan*, 2021. Available online at: https://www.milpitas.gov/pdfs/Milpitas_2020_%20UWMP_FINAL.pdf, accessed January 11, 2024.

⁶⁸ City of Milpitas, *Sewer Master Plan Update*, 2009. Available online: https://www.milpitas.gov/pdfs/eng_mp_sewer.pdf, accessed January 11, 2024.

⁶⁹ The estimated wastewater generation is based on the land use designation for schools under the Sewer Master Plan Update (Public Facilities) and the acreage of the Project Site (See 7-6: Calibrated UF Factors of the Sewer Master Plan Update).

the Project would represent less than one percent of the City's contracted peak flow for the RWF. As such, the existing wastewater treatment capacity is anticipated to be sufficient to accommodate the Project. The Project is consistent with the Project Site's land use designation under the MMSP and therefore its development intensity and its wastewater generation have already been accounted for in the City's long range planning documents. Thus, the Project would not require the relocation or construction of new or expanded wastewater treatment facilities and impacts related to wastewater conveyance would be less than significant.

Stormwater

Stormwater runoff from the Project Site is currently conveyed off-site by the City's stormwater drainage system. Compared to existing conditions, the Project would increase the amount of impervious surfaces at the Project Site. However, the Project would implement a new stormwater system to offset the increase in stormwater resulting from the new gymnasium building. The Project would install new storm drain lines that would drain runoff into a new planter area and would act as a bioswale for treatment. The Project would also adhere to local regulations to ensure that stormwater pollution from the Project would be minimized. The proposed stormwater design features and adherence to applicable requirements would reduce the Project's impacts to the City's stormwater system to less than significant levels.

Electricity, Natural Gas, or Telecommunications

According to the MMSP, Pacific Gas & Electric (PG&E) provides electric services to properties within the planning area, including the Project Site. The Project would utilize the existing electricity, natural gas, and telecommunication lines and services at the Project Site. Payment of standard utility connection fees and ongoing user fees to PG&E would be required to ensure these utility services would be able to accommodate the proposed gymnasium. Payment of these standard fees would ensure that Project impacts to dry utility services would be less than significant.

Mitigation Measures: No mitigation measures are required.

b) Have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry, and multiple dry years?

Less than Significant Impact. Valley Water provides treated water from its Penitencia and Santa Teresa treatment plant via its Milpitas Pipeline which terminates in the City. Although the City's purchases are currently limited to surface water largely purchased by Valley Water from the State Water Project and Central Valley Project, Valley Water's overall water supply comes from a variety of sources. Nearly half is from local groundwater aquifers, and more than half is imported from the Sierra Nevada through pumping

stations in the Sacramento-San Joaquin River Delta. Both groundwater and imported water are sold to retailers.

According to the City's 2020 Urban Water Management Plan (UWMP), the total storage of both the Penitencia and Santa Teresa treatment plant combined is 170,000 acre-feet (AF). Further, the City is projected to have a water demand and supply of 4,917-acre feet per year (AFY) by the year 2045 during normal, dry, and multiple dry years. According to **Appendix A, Air Quality and Greenhouse Gas Data**, the Project would generate a water demand of approximately 2,648,705 gallons per year or 7,256 gallons per day (gpd) (or 8.12 AFY). Thus, the Project would represent less than one percent of both the City's water demand and supply, as well as the treatment capacity of both the Penitencia and Santa Teresa treatment plant. As such, impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

- c) **Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**

Less than Significant Impact. As discussed above, the Project would not require the relocation or construction of new or expanded wastewater treatment facilities. The Project involves the renovation of an existing office building into a new preparatory school and the construction of a new gymnasium and turf playfield. As stated, the Project would result in an increase in demand for wastewater treatment compared to existing conditions. However, the Project is not anticipated to be a substantial source of wastewater. Based on available data, it is anticipated that the RWF has adequate capacity to serve the Project's projected demand for wastewater treatment. Therefore, the Project's impacts to wastewater treatment would be less than significant.

Mitigation Measures: No mitigation measures are required.

- d) **Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?**

Less than Significant Impact. Approximately 75 percent of total solid waste generated within the City is disposed at the Newby Island Sanitary Landfill and Monterey Peninsula Landfill.⁷⁰ The Newby Island Landfill permits 4,000 tons of solid waste per day and a remaining capacity of 16,400,000 tons of solid

⁷⁰ CalRecycle, "Jurisdiction Disposal and Alternative Daily Cover (ADC) Tons by Facility." Available online at: <https://www2.calrecycle.ca.gov/LGCentral/DisposalReporting/Destination/DisposalByFacility>. Accessed January 11, 2024.

waste.⁷¹ The Monterey Peninsula Landfill permits 3,500 tons of solid waste per day and a remaining capacity of 48,560,000 tons of solid waste.

Construction activities associated with the Project would generate approximately 221.5 tons of debris, 153.5 tons of which would be recycled. However, the amount of waste generated by the Project would not exceed the amount of waste permitted or the capacities of the Newby Island Sanitary Landfill and Monterey Peninsula Landfill. Additionally, solid waste generation from the Project's construction activities would be temporary and would cease upon completion of the Project. The Project would generate approximately 45.5 tons of waste per year (or 0.12 ton per day). Accordingly, the Project would represent less than one percent of the daily permitted and remaining capacities for solid waste for both landfills. Therefore, the Project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure. Less than significant impacts would occur.

Mitigation Measures: No mitigation measures are required.

e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Less than Significant Impact. As stated above, the Project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure. Furthermore, the Project would demonstrate compliance with the California Integrated Waste Management Act of 1989 (Assembly Bill [AB] 939), which requires all California cities to "reduce, recycle, and re-use solid waste generated in the State to the maximum extent feasible." AB 939 requires that at least 50 percent of waste produced is recycled, reduced, or composted. The Project would also comply with the 2022 CALGreen Code, which includes design and construction measures that help reduce construction-related waste through material conservation and other construction-related efficiency measures. Thus, less than significant impacts would occur.

Mitigation Measures: No mitigation measures are required.

⁷¹ CalRecycle, "SWIS Facility/Site Activity Details- Newby Island Sanitary Landfill." Available online at: <https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/1362?siteID=3388>, accessed January 11, 2024.

20. Wildfire

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Would the project:

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

Less than Significant Impact. The City's Emergency Operations Plan (EOP) details the City's incident management organization, compliance with relevant legal statutes, other relevant guidelines, whole community engagement, continuity of government focus, and critical components of the incident management structure in the event of a city-wide emergency or disaster.⁷² The Project Site is located within a predominately urbanized and developed area of the City. The Project does not propose any off-site improvements, and all construction activities, staging, and equipment would occur on-site. Additionally, the Project Site plans would be reviewed by the Milpitas Fire Department prior to approval. Thus, the Project would not interfere with the City's EOP, and impacts would therefore be less than significant.

⁷² City of Milpitas, *Emergency Operations Plan of Milpitas*. August 2021. Available online at: <https://www.milpitas.gov/DocumentCenter/View/1406/City-of-Milpitas-Emergency-Operations-Plan-PDF>, accessed January 11, 2024.

Mitigation Measures: No mitigation measures are required.

- b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?**

No Impact. Wildfires have the potential to occur not only in fire-prone undeveloped areas, but also in developed areas where existing transmission lines, lightning strikes, lawn equipment operated over dry grass, fireworks, and even arson may ignite a wildfire. Wildfires pose a significant public health risk due to their air quality impacts, particularly with regard to smoke and particulate matter exposure. This risk persists even after a wildfire is extinguished because particulate matter from fire ash can be picked up by winds.

The Project Site is not located within a Very High Fire Hazard Zone (VHFHZ), nor does the Project Site contain vegetation that could contribute to the uncontrolled spread of wildfire.⁷³ The nearest VHFHZ includes the open hillsides of Milpitas, located more than ten miles to the east of the Project Site.⁷⁴ Therefore, given the urbanized location of the Project Site, the Project would not exacerbate wildfire risks and would therefore result in no impact.

Mitigation Measures: No mitigation measures are required.

- c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?**

No Impact. The Project Site is urbanized and does not include wildlands or high fire terrain. The Project Site is surrounded by existing structures and infrastructure including roadways and interstate highways and would not require the installation or maintenance of roads, fuel breaks, emergency water or other sources that could exacerbate fire risk. Due to the urbanized nature of the Project Site and surrounding area, it is unlikely any fire would spread and would therefore result in no impact.

Mitigation Measures: No mitigation measures are required.

⁷³ County of Santa Clara, "Wildland Urban Interface." Adopted February 24, 2009. Available online at: https://stgenpln.blob.core.windows.net/document/WUIFA_Adopted_Map.pdf. Accessed December 8, 2023.

⁷⁴ CalFire, "FHSZ Viewer." Available online at: <https://egis.fire.ca.gov/FHSZ/>, accessed on December 8, 2023.

- d) **Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?**

No Impact. In Northern California, intense rainfall may occur during the winter months, creating natural flooding events when the ground is saturated and water levels are high. This has the potential for flooding issues, and fire hazards may exacerbate such flooding and debris flows along waterways. Since debris flows may occur quickly and without warning, such flows can damage structures, block drainage or even sweep away vegetation resulting in tenuous post-fire slope stability. Fast moving debris flows can be one of the most dangerous post-fire hazards. The Project Site is generally flat and urbanized, is not in an area of wildfire risk, and would not be subject to any post fire slope instability or landslides. Therefore, there would be no impact.

Mitigation Measures: No mitigation measures are required.

21. Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☒	☐	☐
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				

Less than Significant Impact with Mitigation Incorporated. As discussed in **Section 3, Air Quality**, the Project will not exceed regional emission thresholds. Furthermore, consistent with BAAQMD requirements, the Project would implement **Mitigation Measure AQ-1** to ensure impacts remain less than significant. As discussed in **Section 8, Greenhouse Gas Emissions**, the Project would not generate greenhouse gas emissions that would result in a significant impact on the environment, nor conflict with an applicable plan, policy, or regulation for reducing GHG emissions. Implementation of **Mitigation Measure GHG-1** would demonstrate the Project's compliance with the *Milpitas 2022 CAP Update*; and ensure impacts are less than significant.

As discussed in **Section 4, Biological Resources**, the Project could potentially disturb and modify critical habitats that may be present on-site for special-status bird species. As such, implementation of **Mitigation Measure BIO-1** would ensure that the impacts to the critical habitat of special-status bird species would be reduced to less than significant.

As discussed in **Section 5, Cultural Resources, Section 7, Geology and Soils, and Section 18, Tribal Cultural Resources**, ground disturbing activities associated with the Project may potentially uncover cultural, archaeological, or paleontological resources. As such, implementation of **Mitigation Measures CUL-1 and GEO-1** would reduce these potential impacts to less than significant levels.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?**

Less than Significant Impact with Mitigation Incorporated. The Project generally would not contribute to potentially cumulatively considerable impacts. As indicated in the above analysis, with implementation of the required mitigation measures, the Project would not result in any unmitigated significant adverse impacts and/or cumulatively considerable impacts. Specifically, **Mitigation Measures AQ-1, BIO-1, CUL-1, GHG-1, and GEO-1**, would reduce potentially significant impacts to less than significant levels. The Project does not include any unmitigated cumulatively considerable impacts when considered in connection with the effects of past, present and probable future projects. No further analysis is necessary.

- c) Does the project have environmental effects, which would cause substantial adverse effects on human beings, either directly or indirectly?**

Less than Significant Impact with Mitigation Incorporated. As indicated in the above analysis, with implementation of the required mitigation measures, the Project would not result in any unmitigated significant adverse impacts. Thus, the Project would not have the potential to result in substantial adverse effects on human beings.

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APPENDIX A

Air Quality and Greenhouse Gas Data

Stratford Preparatory School - School Building Custom Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	Stratford Preparatory School - School Building
Operational Year	2025
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	3.00
Precipitation (days)	31.0
Location	37.411455, -121.895387
County	Santa Clara
City	Milpitas
Air District	Bay Area AQMD
Air Basin	San Francisco Bay Area
TAZ	1903
EDFZ	1
Electric Utility	Pacific Gas & Electric Company
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.21

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
High School	500	Student	1.52	51,740	0.00	0.00	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	7.80	8.43	5.84	61.4	0.14	0.14	12.9	13.0	0.13	3.26	3.39	53.4	14,987	15,040	6.00	0.56	55.7	15,412
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	7.10	7.73	6.73	54.9	0.13	0.13	12.9	13.0	0.13	3.26	3.39	53.4	14,123	14,177	6.07	0.61	1.64	14,512
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	5.43	6.21	4.89	41.0	0.10	0.11	9.39	9.50	0.11	2.38	2.49	53.4	10,815	10,868	5.88	0.44	18.0	11,165
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.99	1.13	0.89	7.48	0.02	0.02	1.71	1.73	0.02	0.43	0.45	8.84	1,790	1,799	0.97	0.07	2.99	1,848

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Mobile	7.34	6.77	5.25	58.7	0.14	0.09	12.9	13.0	0.08	3.26	3.35	—	14,160	14,160	0.57	0.54	55.5	14,392
Area	0.40	1.62	0.02	2.25	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	9.25	9.25	< 0.005	< 0.005	—	9.29
Energy	0.06	0.03	0.57	0.48	< 0.005	0.04	—	0.04	0.04	—	0.04	—	809	809	0.08	< 0.005	—	812
Water	—	—	—	—	—	—	—	—	—	—	—	4.22	7.97	12.2	0.43	0.01	—	26.2
Waste	—	—	—	—	—	—	—	—	—	—	—	49.2	0.00	49.2	4.92	0.00	—	172
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.20	0.20
Total	7.80	8.43	5.84	61.4	0.14	0.14	12.9	13.0	0.13	3.26	3.39	53.4	14,987	15,040	6.00	0.56	55.7	15,412
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	7.04	6.45	6.16	54.4	0.13	0.09	12.9	13.0	0.08	3.26	3.35	—	13,306	13,306	0.64	0.60	1.44	13,502
Area	—	1.26	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.06	0.03	0.57	0.48	< 0.005	0.04	—	0.04	0.04	—	0.04	—	809	809	0.08	< 0.005	—	812
Water	—	—	—	—	—	—	—	—	—	—	—	4.22	7.97	12.2	0.43	0.01	—	26.2
Waste	—	—	—	—	—	—	—	—	—	—	—	49.2	0.00	49.2	4.92	0.00	—	172
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.20	0.20
Total	7.10	7.73	6.73	54.9	0.13	0.13	12.9	13.0	0.13	3.26	3.39	53.4	14,123	14,177	6.07	0.61	1.64	14,512
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	5.17	4.74	4.31	39.4	0.10	0.07	9.39	9.46	0.06	2.38	2.44	—	9,993	9,993	0.45	0.43	17.8	10,150
Area	0.20	1.44	0.01	1.11	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	4.56	4.56	< 0.005	< 0.005	—	4.58
Energy	0.06	0.03	0.57	0.48	< 0.005	0.04	—	0.04	0.04	—	0.04	—	809	809	0.08	< 0.005	—	812
Water	—	—	—	—	—	—	—	—	—	—	—	4.22	7.97	12.2	0.43	0.01	—	26.2
Waste	—	—	—	—	—	—	—	—	—	—	—	49.2	0.00	49.2	4.92	0.00	—	172
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.20	0.20
Total	5.43	6.21	4.89	41.0	0.10	0.11	9.39	9.50	0.11	2.38	2.49	53.4	10,815	10,868	5.88	0.44	18.0	11,165
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.94	0.87	0.79	7.19	0.02	0.01	1.71	1.73	0.01	0.43	0.45	—	1,654	1,654	0.07	0.07	2.95	1,680
Area	0.04	0.26	< 0.005	0.20	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.76	0.76	< 0.005	< 0.005	—	0.76

Energy	0.01	0.01	0.10	0.09	< 0.005	0.01	—	0.01	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Water	—	—	—	—	—	—	—	—	—	—	—	0.70	1.32	2.02	0.07	< 0.005	—	4.33
Waste	—	—	—	—	—	—	—	—	—	—	—	8.14	0.00	8.14	0.81	0.00	—	28.5
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.03	0.03
Total	0.99	1.13	0.89	7.48	0.02	0.02	1.71	1.73	0.02	0.43	0.45	8.84	1,790	1,799	0.97	0.07	2.99	1,848

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	7.34	6.77	5.25	58.7	0.14	0.09	12.9	13.0	0.08	3.26	3.35	—	14,160	14,160	0.57	0.54	55.5	14,392
Total	7.34	6.77	5.25	58.7	0.14	0.09	12.9	13.0	0.08	3.26	3.35	—	14,160	14,160	0.57	0.54	55.5	14,392
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	7.04	6.45	6.16	54.4	0.13	0.09	12.9	13.0	0.08	3.26	3.35	—	13,306	13,306	0.64	0.60	1.44	13,502
Total	7.04	6.45	6.16	54.4	0.13	0.09	12.9	13.0	0.08	3.26	3.35	—	13,306	13,306	0.64	0.60	1.44	13,502
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	0.94	0.87	0.79	7.19	0.02	0.01	1.71	1.73	0.01	0.43	0.45	—	1,654	1,654	0.07	0.07	2.95	1,680
Total	0.94	0.87	0.79	7.19	0.02	0.01	1.71	1.73	0.01	0.43	0.45	—	1,654	1,654	0.07	0.07	2.95	1,680

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	—	—	—	—	—	—	—	—	—	—	—	—	128	128	0.02	< 0.005	—	130
Total	—	—	—	—	—	—	—	—	—	—	—	—	128	128	0.02	< 0.005	—	130
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	—	—	—	—	—	—	—	—	—	—	—	—	128	128	0.02	< 0.005	—	130
Total	—	—	—	—	—	—	—	—	—	—	—	—	128	128	0.02	< 0.005	—	130
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	—	—	—	—	—	—	—	—	—	—	—	—	21.2	21.2	< 0.005	< 0.005	—	21.5
Total	—	—	—	—	—	—	—	—	—	—	—	—	21.2	21.2	< 0.005	< 0.005	—	21.5

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

High School	0.06	0.03	0.57	0.48	< 0.005	0.04	—	0.04	0.04	—	0.04	—	681	681	0.06	< 0.005	—	683
Total	0.06	0.03	0.57	0.48	< 0.005	0.04	—	0.04	0.04	—	0.04	—	681	681	0.06	< 0.005	—	683
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	0.06	0.03	0.57	0.48	< 0.005	0.04	—	0.04	0.04	—	0.04	—	681	681	0.06	< 0.005	—	683
Total	0.06	0.03	0.57	0.48	< 0.005	0.04	—	0.04	0.04	—	0.04	—	681	681	0.06	< 0.005	—	683
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	0.01	0.01	0.10	0.09	< 0.005	0.01	—	0.01	0.01	—	0.01	—	113	113	0.01	< 0.005	—	113
Total	0.01	0.01	0.10	0.09	< 0.005	0.01	—	0.01	0.01	—	0.01	—	113	113	0.01	< 0.005	—	113

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	1.11	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.15	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.40	0.37	0.02	2.25	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	9.25	9.25	< 0.005	< 0.005	—	9.29
Total	0.40	1.62	0.02	2.25	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	9.25	9.25	< 0.005	< 0.005	—	9.29

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	1.11	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.15	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	1.26	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	0.20	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.03	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.04	0.03	< 0.005	0.20	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.76	0.76	< 0.005	< 0.005	—	0.76
Total	0.04	0.26	< 0.005	0.20	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.76	0.76	< 0.005	< 0.005	—	0.76

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	—	—	—	—	—	—	—	—	—	—	—	4.22	7.97	12.2	0.43	0.01	—	26.2

Total	—	—	—	—	—	—	—	—	—	—	—	4.22	7.97	12.2	0.43	0.01	—	26.2
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	—	—	—	—	—	—	—	—	—	—	—	4.22	7.97	12.2	0.43	0.01	—	26.2
Total	—	—	—	—	—	—	—	—	—	—	—	4.22	7.97	12.2	0.43	0.01	—	26.2
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	—	—	—	—	—	—	—	—	—	—	—	0.70	1.32	2.02	0.07	< 0.005	—	4.33
Total	—	—	—	—	—	—	—	—	—	—	—	0.70	1.32	2.02	0.07	< 0.005	—	4.33

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	—	—	—	—	—	—	—	—	—	—	—	49.2	0.00	49.2	4.92	0.00	—	172
Total	—	—	—	—	—	—	—	—	—	—	—	49.2	0.00	49.2	4.92	0.00	—	172
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	—	—	—	—	—	—	—	—	—	—	—	49.2	0.00	49.2	4.92	0.00	—	172
Total	—	—	—	—	—	—	—	—	—	—	—	49.2	0.00	49.2	4.92	0.00	—	172
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

High School	—	—	—	—	—	—	—	—	—	—	—	8.14	0.00	8.14	0.81	0.00	—	28.5
Total	—	—	—	—	—	—	—	—	—	—	—	8.14	0.00	8.14	0.81	0.00	—	28.5

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.20	0.20
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.20	0.20
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.20	0.20
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.20	0.20
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
High School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.03	0.03
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.03	0.03

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipme Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipme nt Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Remove	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequest ered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Remove d	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequest ered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Remove d	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
High School	1,965	290	125	533,943	18,254	2,694	1,161	4,960,064

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
0	0.00	77,610	25,870	—

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBtu/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBtu/yr)
High School	229,593	204	0.0330	0.0040	2,124,489

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
High School	2,202,480	0.00

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
High School	91.3	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
High School	Household refrigerators and/or freezers	R-134a	1,430	0.02	0.60	0.00	1.00
High School	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
High School	Stand-alone retail refrigerators and freezers	R-134a	1,430	< 0.005	1.00	0.00	1.00
High School	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
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5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load Factor
----------------	-----------	----------------	---------------	----------------	------------	-------------

5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)
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5.17. User Defined

Equipment Type	Fuel Type
----------------	-----------

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres
--------------------------	----------------------	---------------	-------------

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres
--------------------	---------------	-------------

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)
-----------	--------	------------------------------	------------------------------

8. User Changes to Default Data

Screen	Justification
Land Use	Existing building is 51,740 square feet and will accommodate 500 students.
Operations: Vehicle Data	According to the traffic operations analysis prepared by Hexagon Transportation Consultants, Inc., the Project will generate 1,965 daily trips.

Stratford Preparatory School - Gymnasium Custom Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	Stratford Preparatory School - Gymnasium
Construction Start Date	7/1/2024
Operational Year	2025
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	3.00
Precipitation (days)	31.0
Location	37.411455, -121.895387
County	Santa Clara
City	Milpitas
Air District	Bay Area AQMD
Air Basin	San Francisco Bay Area
TAZ	1903
EDFZ	1
Electric Utility	Pacific Gas & Electric Company
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.21

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
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Health Club	7.88	1000sqft	0.18	7,883	0.00	—	—	—
Parking Lot	8.00	Space	0.07	0.00	0.00	—	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.46	5.20	11.4	14.3	0.02	0.53	2.13	2.67	0.49	1.02	1.51	—	2,481	2,481	0.10	0.08	1.26	2,493
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.68	0.57	5.66	7.12	0.01	0.26	0.04	0.29	0.24	0.01	0.24	—	1,367	1,367	0.06	0.02	0.01	1,373
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.28	0.46	2.26	3.01	0.01	0.10	0.11	0.21	0.09	0.05	0.14	—	566	566	0.02	0.01	0.05	569
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.05	0.08	0.41	0.55	< 0.005	0.02	0.02	0.04	0.02	0.01	0.03	—	93.7	93.7	< 0.005	< 0.005	0.01	94.2

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
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Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	1.44	1.21	11.4	11.1	0.02	0.53	2.13	2.67	0.49	1.02	1.51	—	1,779	1,779	0.07	0.08	1.26	1,786
2025	1.46	5.20	10.5	14.3	0.02	0.44	0.19	0.63	0.40	0.04	0.45	—	2,481	2,481	0.10	0.03	0.82	2,493
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	0.68	0.57	5.66	7.12	0.01	0.26	0.04	0.29	0.24	0.01	0.24	—	1,367	1,367	0.06	0.02	0.01	1,373
2025	0.63	0.53	5.20	7.08	0.01	0.22	0.04	0.25	0.20	0.01	0.21	—	1,366	1,366	0.06	0.02	0.01	1,372
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	0.28	0.23	2.26	2.70	< 0.005	0.10	0.11	0.21	0.09	0.05	0.14	—	508	508	0.02	0.01	0.05	511
2025	0.28	0.46	2.22	3.01	0.01	0.09	0.02	0.11	0.09	0.01	0.09	—	566	566	0.02	0.01	0.05	569
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	0.05	0.04	0.41	0.49	< 0.005	0.02	0.02	0.04	0.02	0.01	0.03	—	84.2	84.2	< 0.005	< 0.005	0.01	84.6
2025	0.05	0.08	0.40	0.55	< 0.005	0.02	< 0.005	0.02	0.02	< 0.005	0.02	—	93.7	93.7	< 0.005	< 0.005	0.01	94.2

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.07	0.25	0.10	0.42	< 0.005	—	—	—	—	—	—	25.1	163	188	2.53	< 0.005	0.04	253
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.01	0.20	0.09	0.08	< 0.005	—	—	—	—	—	—	25.1	162	187	2.53	< 0.005	0.04	251

Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.04	0.22	0.09	0.25	< 0.005	—	—	—	—	—	—	25.1	163	188	2.53	< 0.005	0.04	252
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.01	0.04	0.02	0.05	< 0.005	—	—	—	—	—	—	4.16	26.9	31.1	0.42	< 0.005	0.01	41.7

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.06	0.25	< 0.005	0.34	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.41	1.41	< 0.005	< 0.005	—	1.41
Energy	0.01	0.01	0.09	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	160	160	0.02	< 0.005	—	161
Water	—	—	—	—	—	—	—	—	—	—	—	0.89	1.69	2.58	0.09	< 0.005	—	5.54
Waste	—	—	—	—	—	—	—	—	—	—	—	24.2	0.00	24.2	2.42	0.00	—	84.7
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.04	0.04
Vegetation	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
Total	0.07	0.25	0.10	0.42	< 0.005	NaN	NaN	NaN	NaN	NaN	NaN	25.1	163	188	2.53	< 0.005	0.04	253
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	—	0.19	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.01	0.01	0.09	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	160	160	0.02	< 0.005	—	161
Water	—	—	—	—	—	—	—	—	—	—	—	0.89	1.69	2.58	0.09	< 0.005	—	5.54

Waste	—	—	—	—	—	—	—	—	—	—	—	24.2	0.00	24.2	2.42	0.00	—	84.7
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.04	0.04
Vegetatio n	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
Total	0.01	0.20	0.09	0.08	< 0.005	NaN	NaN	NaN	NaN	NaN	NaN	25.1	162	187	2.53	< 0.005	0.04	251
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.03	0.22	< 0.005	0.17	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.70	0.70	< 0.005	< 0.005	—	0.70
Energy	0.01	0.01	0.09	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	160	160	0.02	< 0.005	—	161
Water	—	—	—	—	—	—	—	—	—	—	—	0.89	1.69	2.58	0.09	< 0.005	—	5.54
Waste	—	—	—	—	—	—	—	—	—	—	—	24.2	0.00	24.2	2.42	0.00	—	84.7
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.04	0.04
Vegetatio n	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
Total	0.04	0.22	0.09	0.25	< 0.005	NaN	NaN	NaN	NaN	NaN	NaN	25.1	163	188	2.53	< 0.005	0.04	252
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.01	0.04	< 0.005	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.12	0.12	< 0.005	< 0.005	—	0.12
Energy	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	26.5	26.5	< 0.005	< 0.005	—	26.7
Water	—	—	—	—	—	—	—	—	—	—	—	0.15	0.28	0.43	0.02	< 0.005	—	0.92
Waste	—	—	—	—	—	—	—	—	—	—	—	4.01	0.00	4.01	0.40	0.00	—	14.0
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.01	0.01
Vegetatio n	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
Total	0.01	0.04	0.02	0.05	< 0.005	NaN	NaN	NaN	NaN	NaN	NaN	4.16	26.9	31.1	0.42	< 0.005	0.01	41.7

3. Construction Emissions Details

3.1. Demolition (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.61	0.51	4.69	5.79	0.01	0.19	—	0.19	0.17	—	0.17	—	852	852	0.03	0.01	—	855
Demolition	—	—	—	—	—	—	0.31	0.31	—	0.05	0.05	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.01	0.13	0.16	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	—	23.3	23.3	< 0.005	< 0.005	—	23.4
Demolition	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.02	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	3.87	3.87	< 0.005	< 0.005	—	3.88
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.04	0.03	0.03	0.44	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	87.4	87.4	< 0.005	< 0.005	0.37	88.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.04	0.01	0.52	0.25	< 0.005	0.01	0.10	0.11	< 0.005	0.03	0.03	—	409	409	0.03	0.07	0.88	430
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.24	2.24	< 0.005	< 0.005	< 0.005	2.28
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	11.2	11.2	< 0.005	< 0.005	0.01	11.8
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.37	0.37	< 0.005	< 0.005	< 0.005	0.38
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.85	1.85	< 0.005	< 0.005	< 0.005	1.95

3.3. Grading (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.41	1.19	11.4	10.7	0.02	0.53	—	0.53	0.49	—	0.49	—	1,713	1,713	0.07	0.01	—	1,719

Dust From Material Movement	—	—	—	—	—	—	2.07	2.07	—	1.00	1.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06	0.05	0.47	0.44	< 0.005	0.02	—	0.02	0.02	—	0.02	—	70.4	70.4	< 0.005	< 0.005	—	70.6
Dust From Material Movement	—	—	—	—	—	—	0.09	0.09	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.09	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	11.7	11.7	< 0.005	< 0.005	—	11.7
Dust From Material Movement	—	—	—	—	—	—	0.02	0.02	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03	0.03	0.02	0.33	0.00	0.00	0.06	0.06	0.00	0.01	0.01	—	65.6	65.6	< 0.005	< 0.005	0.28	66.6
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.52	2.52	< 0.005	< 0.005	< 0.005	2.56
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.42	0.42	< 0.005	< 0.005	< 0.005	0.42
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.5. Building Construction (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.67	0.56	5.60	6.98	0.01	0.26	—	0.26	0.23	—	0.23	—	1,305	1,305	0.05	0.01	—	1,309
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.67	0.56	5.60	6.98	0.01	0.26	—	0.26	0.23	—	0.23	—	1,305	1,305	0.05	0.01	—	1,309
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.19	0.16	1.63	2.03	< 0.005	0.07	—	0.07	0.07	—	0.07	—	380	380	0.02	< 0.005	—	382
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.03	0.30	0.37	< 0.005	0.01	—	0.01	0.01	—	0.01	—	63.0	63.0	< 0.005	< 0.005	—	63.2
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.15	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	28.9	28.9	< 0.005	< 0.005	0.12	29.4
Vendor	< 0.005	< 0.005	0.05	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	35.4	35.4	< 0.005	0.01	0.09	37.1
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.13	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	26.8	26.8	< 0.005	< 0.005	< 0.005	27.2
Vendor	< 0.005	< 0.005	0.05	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	35.4	35.4	< 0.005	0.01	< 0.005	37.1
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.04	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	7.90	7.90	< 0.005	< 0.005	0.02	8.02
Vendor	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	10.3	10.3	< 0.005	< 0.005	0.01	10.8
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.31	1.31	< 0.005	< 0.005	< 0.005	1.33

Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.71	1.71	< 0.005	< 0.005	< 0.005	1.79
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.7. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.62	0.52	5.14	6.94	0.01	0.22	—	0.22	0.20	—	0.20	—	1,305	1,305	0.05	0.01	—	1,309
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.62	0.52	5.14	6.94	0.01	0.22	—	0.22	0.20	—	0.20	—	1,305	1,305	0.05	0.01	—	1,309
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.89	2.55	< 0.005	0.08	—	0.08	0.07	—	0.07	—	480	480	0.02	< 0.005	—	482
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.03	0.35	0.47	< 0.005	0.01	—	0.01	0.01	—	0.01	—	79.5	79.5	< 0.005	< 0.005	—	79.7
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.14	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	28.4	28.4	< 0.005	< 0.005	0.11	28.8
Vendor	< 0.005	< 0.005	0.04	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	34.9	34.9	< 0.005	0.01	0.09	36.5
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	26.3	26.3	< 0.005	< 0.005	< 0.005	26.6
Vendor	< 0.005	< 0.005	0.05	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	34.9	34.9	< 0.005	0.01	< 0.005	36.4
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.04	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	9.78	9.78	< 0.005	< 0.005	0.02	9.92
Vendor	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	12.8	12.8	< 0.005	< 0.005	0.01	13.4
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.62	1.62	< 0.005	< 0.005	< 0.005	1.64
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.12	2.12	< 0.005	< 0.005	< 0.005	2.22
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.9. Paving (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.61	0.51	4.37	5.31	0.01	0.19	—	0.19	0.18	—	0.18	—	823	823	0.03	0.01	—	826
Paving	—	0.01	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.03	0.25	0.31	< 0.005	0.01	—	0.01	0.01	—	0.01	—	47.4	47.4	< 0.005	< 0.005	—	47.5
Paving	—	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.05	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	7.84	7.84	< 0.005	< 0.005	—	7.87
Paving	—	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06	0.06	0.04	0.72	0.00	0.00	0.14	0.14	0.00	0.03	0.03	—	150	150	< 0.005	0.01	0.59	152
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	< 0.005	< 0.005	< 0.005	0.03	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	8.08	8.08	< 0.005	< 0.005	0.01	8.20
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.34	1.34	< 0.005	< 0.005	< 0.005	1.36
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.11. Architectural Coating (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	0.88	1.14	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architect ural Coatings	—	3.96	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.05	0.07	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	7.68	7.68	< 0.005	< 0.005	—	7.71
Architect ural Coatings	—	0.23	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.27	1.27	< 0.005	< 0.005	—	1.28
Architectural Coatings	—	0.04	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.03	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	5.67	5.67	< 0.005	< 0.005	0.02	5.76
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.31	0.31	< 0.005	< 0.005	< 0.005	0.31
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.05	0.05	< 0.005	< 0.005	< 0.005	0.05
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	—	—	—	—	—	—	—	—	—	—	—	—	48.1	48.1	0.01	< 0.005	—	48.5
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	—	1.54	1.54	< 0.005	< 0.005	—	1.55
Total	—	—	—	—	—	—	—	—	—	—	—	—	49.6	49.6	0.01	< 0.005	—	50.1
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	—	—	—	—	—	—	—	—	—	—	—	—	48.1	48.1	0.01	< 0.005	—	48.5
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	—	1.54	1.54	< 0.005	< 0.005	—	1.55
Total	—	—	—	—	—	—	—	—	—	—	—	—	49.6	49.6	0.01	< 0.005	—	50.1
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	—	—	—	—	—	—	—	—	—	—	—	—	7.96	7.96	< 0.005	< 0.005	—	8.04
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	—	0.25	0.25	< 0.005	< 0.005	—	0.26
Total	—	—	—	—	—	—	—	—	—	—	—	—	8.21	8.21	< 0.005	< 0.005	—	8.29

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	0.01	0.01	0.09	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	111	111	0.01	< 0.005	—	111
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.01	0.01	0.09	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	111	111	0.01	< 0.005	—	111
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	0.01	0.01	0.09	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	111	111	0.01	< 0.005	—	111
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.01	0.01	0.09	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	111	111	0.01	< 0.005	—	111
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	18.3	18.3	< 0.005	< 0.005	—	18.4
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	18.3	18.3	< 0.005	< 0.005	—	18.4

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
--------	-----	-----	-----	----	-----	-------	-------	-------	--------	--------	--------	------	-------	------	-----	-----	---	------

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	0.17	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.02	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.06	0.06	< 0.005	0.34	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.41	1.41	< 0.005	< 0.005	—	1.41
Total	0.06	0.25	< 0.005	0.34	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.41	1.41	< 0.005	< 0.005	—	1.41
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	0.17	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.02	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	0.19	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	0.03	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.01	0.01	< 0.005	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.12	0.12	< 0.005	< 0.005	—	0.12
Total	0.01	0.04	< 0.005	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.12	0.12	< 0.005	< 0.005	—	0.12

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	—	—	—	—	—	—	—	—	—	—	—	0.89	1.69	2.58	0.09	< 0.005	—	5.54
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.89	1.69	2.58	0.09	< 0.005	—	5.54
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	—	—	—	—	—	—	—	—	—	—	—	0.89	1.69	2.58	0.09	< 0.005	—	5.54
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.89	1.69	2.58	0.09	< 0.005	—	5.54
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	—	—	—	—	—	—	—	—	—	—	—	0.15	0.28	0.43	0.02	< 0.005	—	0.92
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.15	0.28	0.43	0.02	< 0.005	—	0.92

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	—	—	—	—	—	—	—	—	—	—	—	24.2	0.00	24.2	2.42	0.00	—	84.7
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	24.2	0.00	24.2	2.42	0.00	—	84.7
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	—	—	—	—	—	—	—	—	—	—	—	24.2	0.00	24.2	2.42	0.00	—	84.7
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	24.2	0.00	24.2	2.42	0.00	—	84.7
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	—	—	—	—	—	—	—	—	—	—	—	4.01	0.00	4.01	0.40	0.00	—	14.0
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	4.01	0.00	4.01	0.40	0.00	—	14.0

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.04	0.04
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.04	0.04
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.04	0.04
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.04	0.04
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Health Club	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.01	0.01
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.01	0.01

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
----------------	-----	-----	-----	----	-----	-------	-------	-------	--------	--------	--------	------	-------	------	-----	-----	---	------

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
undefined	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
undefined	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—

—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
undefined	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
undefined	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
undefined	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
undefined	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—

Subtotal	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	NaN	NaN	NaN	NaN	NaN	NaN	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Demolition	Demolition	7/1/2024	7/12/2024	5.00	10.0	—
Grading	Grading	7/15/2024	8/2/2024	5.00	15.0	—
Building Construction	Building Construction	8/5/2024	7/7/2025	5.00	241	—
Paving	Paving	6/7/2025	7/7/2025	5.00	21.0	—
Architectural Coating	Architectural Coating	6/7/2025	7/7/2025	5.00	21.0	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Demolition	Tractors/Loaders/Backhoes	Diesel	Average	2.00	6.00	84.0	0.37
Demolition	Rubber Tired Dozers	Diesel	Average	1.00	1.00	367	0.40
Demolition	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73
Grading	Graders	Diesel	Average	1.00	6.00	148	0.41
Grading	Rubber Tired Dozers	Diesel	Average	1.00	6.00	367	0.40
Grading	Tractors/Loaders/Backhoes	Diesel	Average	1.00	7.00	84.0	0.37
Building Construction	Cranes	Diesel	Average	1.00	4.00	367	0.29

Building Construction	Forklifts	Diesel	Average	2.00	6.00	82.0	0.20
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37
Paving	Tractors/Loaders/Backhoes	Diesel	Average	1.00	7.00	84.0	0.37
Paving	Cement and Mortar Mixers	Diesel	Average	4.00	6.00	10.0	0.56
Paving	Pavers	Diesel	Average	1.00	7.00	81.0	0.42
Paving	Rollers	Diesel	Average	1.00	7.00	36.0	0.38
Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Demolition	—	—	—	—
Demolition	Worker	10.0	11.7	LDA,LDT1,LDT2
Demolition	Vendor	—	8.40	HHDT,MHDT
Demolition	Hauling	5.60	20.0	HHDT
Demolition	Onsite truck	—	—	HHDT
Grading	—	—	—	—
Grading	Worker	7.50	11.7	LDA,LDT1,LDT2
Grading	Vendor	—	8.40	HHDT,MHDT
Grading	Hauling	0.00	20.0	HHDT
Grading	Onsite truck	—	—	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	3.31	11.7	LDA,LDT1,LDT2
Building Construction	Vendor	1.29	8.40	HHDT,MHDT

Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	—	—	—	—
Paving	Worker	17.5	11.7	LDA,LDT1,LDT2
Paving	Vendor	—	8.40	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	—	—	—	—
Architectural Coating	Worker	0.66	11.7	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	8.40	HHDT,MHDT
Architectural Coating	Hauling	0.00	20.0	HHDT
Architectural Coating	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	0.00	0.00	11,825	3,942	188

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (Ton of Debris)	Acres Paved (acres)
Demolition	0.00	0.00	0.00	222	—

Grading	—	—	11.3	0.00	—
Paving	0.00	0.00	0.00	0.00	0.07

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Area	2	61%	61%
Water Demolished Area	2	36%	36%

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
Health Club	0.00	0%
Parking Lot	0.07	100%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2024	0.00	204	0.03	< 0.005
2025	0.00	204	0.03	< 0.005

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Health Club	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
0	0.00	11,825	3,942	188

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Health Club	86,005	204	0.0330	0.0040	345,190
Parking Lot	2,747	204	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
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Health Club	466,225	0.00
Parking Lot	0.00	0.00

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Health Club	44.9	—
Parking Lot	0.00	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Health Club	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
Health Club	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
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5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load Factor
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5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)
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5.17. User Defined

Equipment Type	Fuel Type
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8. User Changes to Default Data

Screen	Justification
Construction: Construction Phases	Paving and architectural coating will take place concurrently with the final month of building construction.
Operations: Vehicle Data	This model run is for the construction and non-mobile source operations of the gymnasium, which does not generate trips. See separate CalEEMod run for the motor vehicle emissions.

APPENDIX B

Cultural Resources Documentation



811 West 7th Street, Suite 200
Los Angeles, California 90017
www.impactsciences.com

Sent via email on January 10, 2024 to: Andrew.Green@nahc.ca.gov

NATIVE AMERICAN HERITAGE COMMISSION

Environmental and Cultural Department
1550 Harbor Boulevard, Suite 100
West Sacramento, CA 95691
(916) 373-3710

Information Below is Required for a Sacred Lands File Search

Project: Stratford Preparatory School Project

County: Santa Clara

USGS Quadrangle Name: Milpitas, California

Township: 6 South **Range:** 1 East

Company/Firm/Agency: Impact Sciences, Inc.

Contact Person: Eleni Getachew

Street Address: 811 W. 7th Street, Suite 200

City: Los Angeles **Zip:** 90017

Phone: (805) 453-2862

Email: egetachew@impactsciences.com

PROJECT LOCATION

The Project is located at 1323 Great Mall Drive in the southern portion of the City of Milpitas (Project Site) (Assessor Parcel Number [APN] 086-24-046). The Project Site is located approximately 0.70 west of Interstate 680 (I-680), 0.90 miles west of I-880, and 428 feet north of Montague Expressway (see **Figure 1, Regional Location** and **Figure 2, Project Site**).

PROJECT DESCRIPTION

The Stratford Preparatory School Project (Project) proposes to redevelop the existing building on-site into a new preparatory school. The Project would also demolish the existing surface parking lot to construct a new 7,883 square foot gymnasium building that would be located west of the remodeled existing building. Supporting rooms for the gymnasium, such as locker rooms, gymnasium storage, a gymnasium office, and restrooms will be located in the southwestern corner of the existing building. The Project would accommodate students from the existing Stratford School facility located south of the Project Site. The Project would be equipped with 41 classrooms (general/biochemistry/art/physical engineering), eight offices, four media common rooms, a library, and a theater. Additionally, the Project would include supporting components, such as a new trash enclosure and a 14,695 square foot artificial turf playfield located to the west of the new gymnasium building (see **Figure 3, Conceptual Site Plan**).

We appreciate your assistance in responding to this query. Your response will help ensure that our analysis is accurate and complete. To ensure a timely completion of our analysis, please provide your response (via mail, or email) no later than February 10, 2024.

If you have any questions or require any additional information, please contact me at (805) 453-2862 or via email at egetachew@impactsciences.com.

Sincerely,

Eleni Getachew

Planner



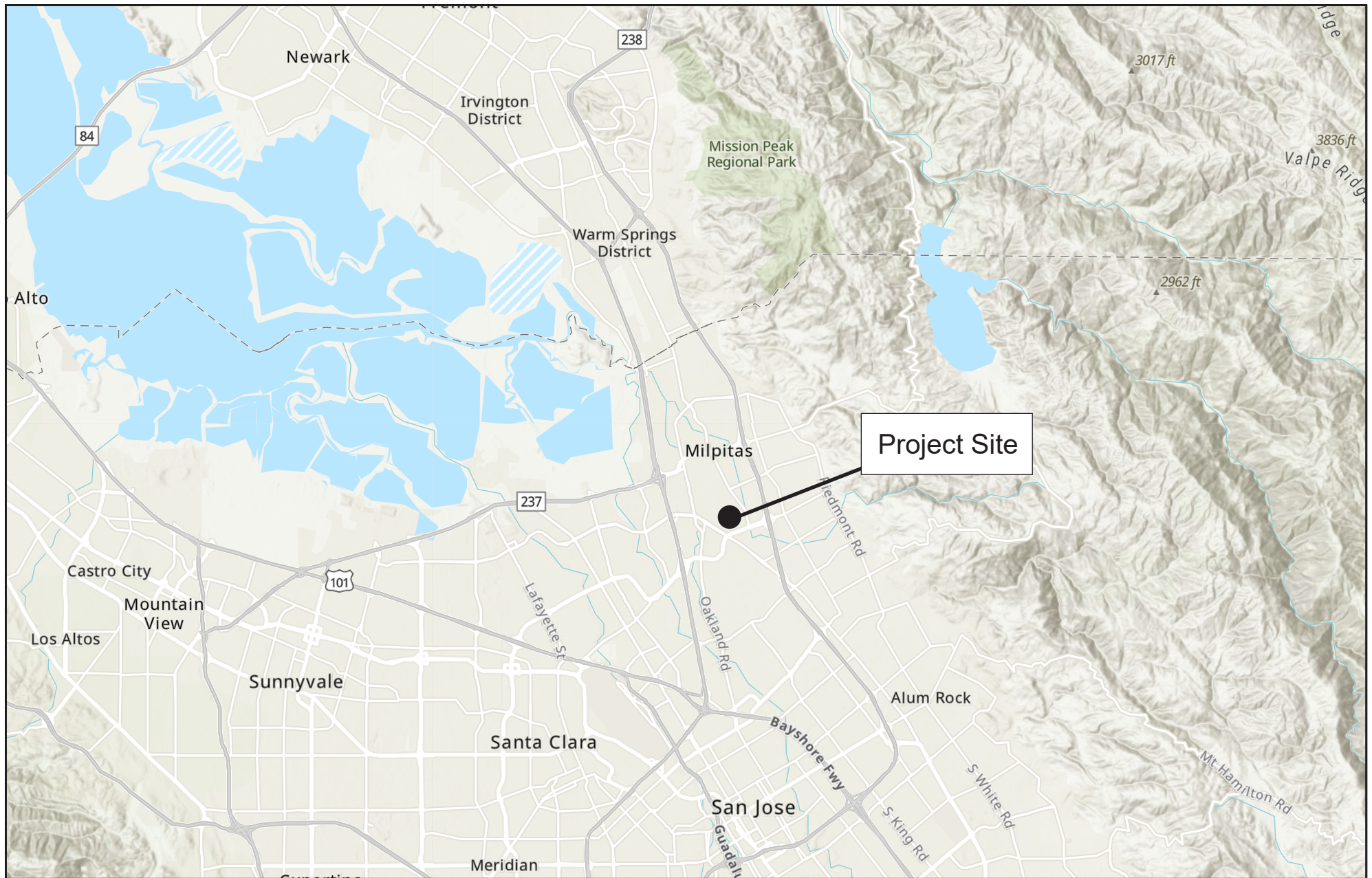
811 W. 7th Street, Suite 200
Los Angeles, CA 90017
egetachew@impactsciences.com

Attachments:

Figure 1 – Regional Location Map

Figure 2 – Project Site

Figure 3 - Conceptual Site Plan



SOURCE: Esri, 2023

FIGURE 1

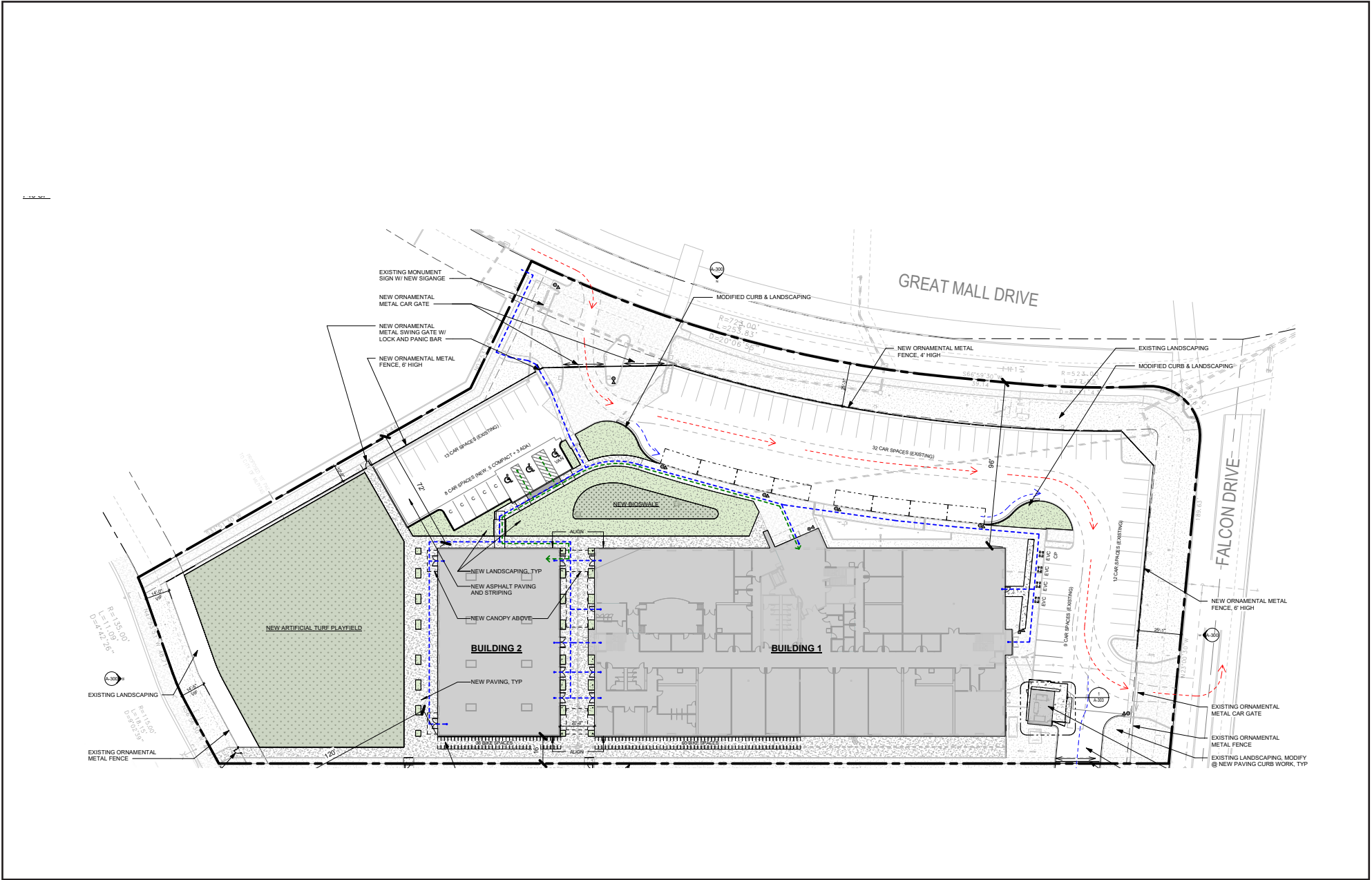
Regional Location



SOURCE: Esri, 2023

FIGURE 2

Project Site



SOURCE: Inhabit Designs 2023



FIGURE 3
Conceptual Site Plan



NATIVE AMERICAN HERITAGE COMMISSION

January 26, 2024

Eleni Getachew
Impact Sciences, Inc.Via Email to: eketachew@impactsciences.com**Re: Stratford Preparatory School Project, Santa Clara County**

To Whom It May Concern:

A record search of the Native American Heritage Commission (NAHC) Sacred Lands File (SLF) was completed for the information you have submitted for the above referenced project. The results were negative. However, the absence of specific site information in the SLF does not indicate the absence of cultural resources in any project area. Other sources of cultural resources should also be contacted for information regarding known and recorded sites.

Attached is a list of Native American tribes who may also have knowledge of cultural resources in the project area. This list should provide a starting place in locating areas of potential adverse impact within the proposed project area. I suggest you contact all of those indicated; if they cannot supply information, they might recommend others with specific knowledge. By contacting all those listed, your organization will be better able to respond to claims of failure to consult with the appropriate tribe. If a response has not been received within two weeks of notification, the Commission requests that you follow-up with a telephone call or email to ensure that the project information has been received.

If you receive notification of change of addresses and phone numbers from tribes, please notify me. With your assistance, we can assure that our lists contain current information.

If you have any questions or need additional information, please contact me at my email address: Cody.Campagne@nahc.ca.gov.

Sincerely,

Cody Campagne
Cultural Resources Analyst

Attachment

CHAIRPERSON
Reginald Pagaling
ChumashVICE-CHAIRPERSON
Buffy McQuillen
Yokayo Pomo, Yuki,
NomlakiSECRETARY
Sara Dutschke
MiwokPARLIAMENTARIAN
Wayne Nelson
LuiseñoCOMMISSIONER
Isaac Bojorquez
Ohlone-CostanoanCOMMISSIONER
Stanley Rodriguez
KumeyaayCOMMISSIONER
Laurena Bolden
SerranoCOMMISSIONER
Reid Milanovich
CahuillaCOMMISSIONER
VacantEXECUTIVE SECRETARY
**Raymond C.
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West Sacramento,
California 95691
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SENT VIA EMAIL: nwic@sonoma.edu

January 10, 2024

Northwest Information Center

Sonoma State University,
1400 Valley House Drive, Suite 210,
Rohnert Park, CA 94928-3609

RE: – Request for Service Information-Stratford Preparatory School Project

To Whom it May Concern,

Impact Sciences, Inc. is preparing an Initial Study/Mitigated Negative Declaration for the proposed Stratford Preparatory School Project in accordance with the California Environmental Quality Act (CEQA). As such, we are requesting an historical and archaeological resources records search. Below you will find a brief description of the project location and description. Maps depicting the project location and site plan are included.

Project Location

The Stratford Preparatory School Project (Project)proposes improvements to an adjacent property located at 1323 Great Mall Drive(Assessor Parcel Number [APN] 086-24-046) in the southern perimeter of the City of Milpitas (Project Site). Adjacent roadways to the Project include Great Mall Drive, Falcon Drive, and Great Mall Parkway The Project Site is located approximately 0.70 west of Interstate 680 (I-680), 0.90 miles west of I-880, and 428 feet north of Montague Expressway (see **Figure 1, Regional Location** and **Figure 2, Project Site**).

The legal description is:

California, Mt. Diablo Meridian T06S,R01E

The 7.5 minute series topographic maps for that area:

Newark	Niles	La Costa Valley
Mountain View	Milpitas	Calaveras Reservoir
Cupertino	San Jose West	San Jose East

Project Description

The Project would remodel the existing building on-site into a new preparatory school. The Project would also demolish the existing surface parking lot to construct a new 7,883 square foot gymnasium building that would be located west of the remodeled existing building. Supporting rooms for the gymnasium, such

as locker rooms, gymnasium storage, a gymnasium office, and restrooms will be located in the southwestern corner of the existing building. The Project would accommodate students from the existing Stratford School facility located south of the Project Site. The Project would be equipped with 41 classrooms (general/biochemistry/art/physical engineering), eight offices, four media common rooms, a library, and a theater. Additionally, the Project would include supporting components, such as a new trash enclosure and a 14,695 square foot artificial turf playfield located to the west of the new gymnasium building (see **Figure 3, Conceptual Site Plan**).

Thank you for your assistance in responding to this query. Your responses will help us ensure that our analysis is accurate and complete. In order to ensure a timely completion of our analysis, please provide your response (via mail, or email) no later than **February 10, 2023**.

If you have any questions or require any additional information, please call me at 213.935.1901 ext. 323. You may also reach me by email at [egetachew@impactsciences.com](mailto: egetachew@impactsciences.com).

Sincerely,

Eleni Getachew
Planner



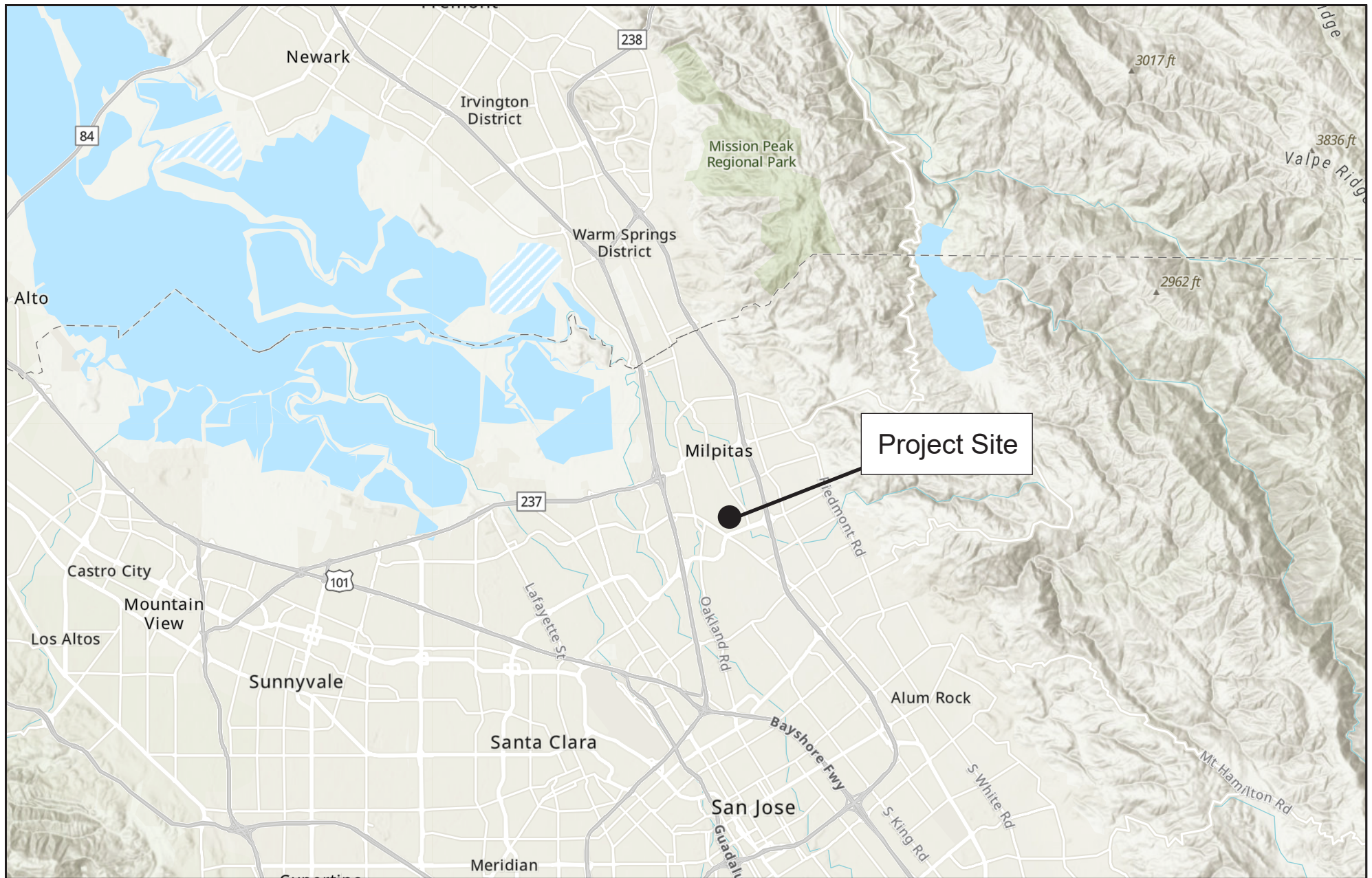
811 W. 7th Street, Suite 200, Los Angeles, CA 90017
o: 213.935.1901 Ext. 323 | c: 805.453.2862
[egetachew@impactsciences.com](mailto: egetachew@impactsciences.com)

Attachments:

Figure 1 – Regional Location Map

Figure 2 – Project Site

Figure 3 - Conceptual Site Plan



SOURCE: Esri, 2023

FIGURE 1

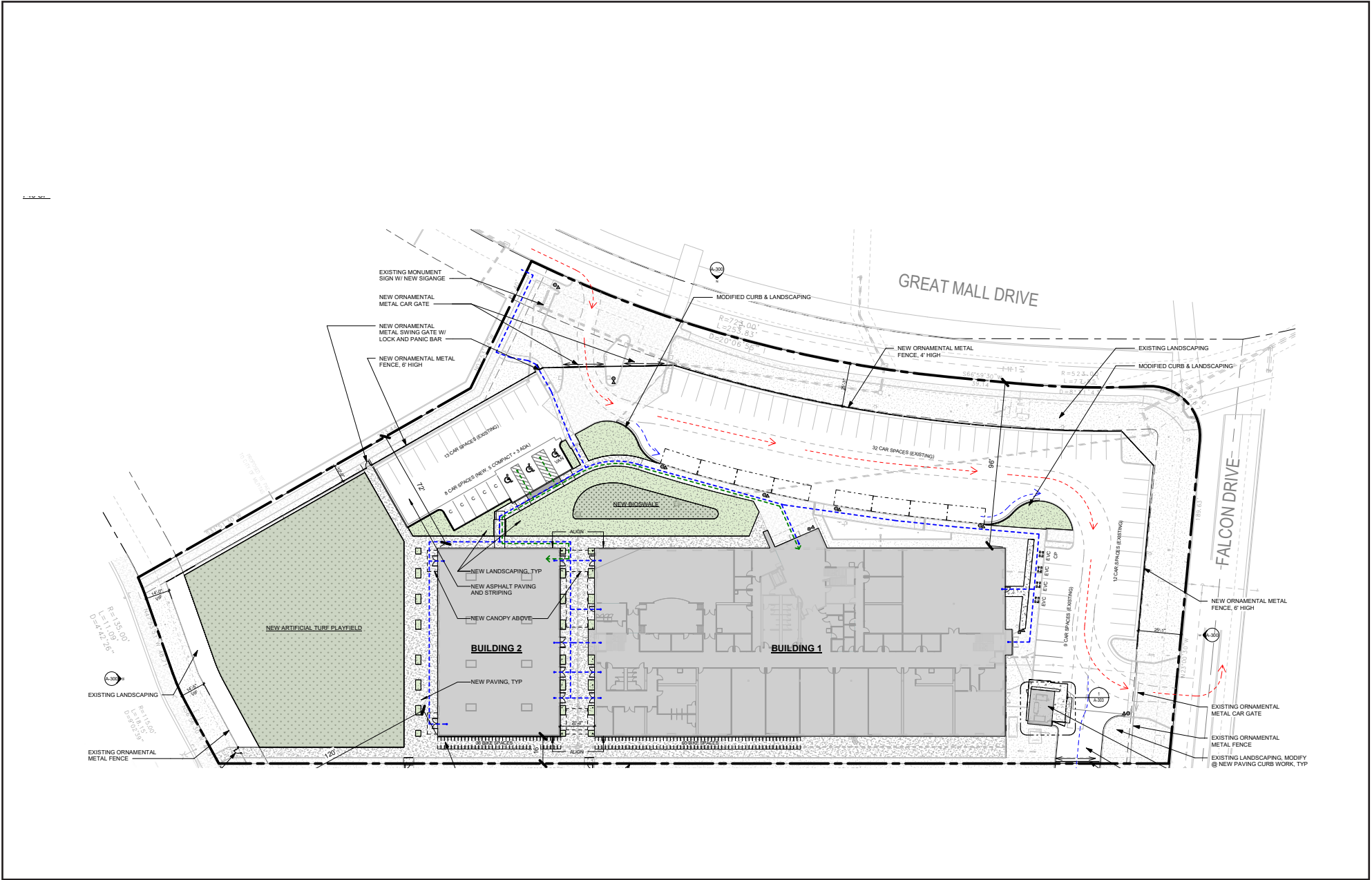
Regional Location



SOURCE: Esri, 2023

FIGURE 2

Project Site



SOURCE: Inhabit Designs 2023

FIGURE 3

Conceptual Site Plan

APPENDIX C
Noise Data

NOISE MONITORING FIELD REPORT

Site Map

Project Name: 1323 Great Mall Drive Project

Monitoring Location: *Falcon Drive (Drop off)*

Date: *12/14/23* **Site Number:** *1*

Measured By: Annalie Sarrieddine

Measurement Start Time: *7:57 AM*

Measurement End Time: *7:52 AM*

Total Measurement Time: 15 min.



Noise Meter Model: Larson Davis Soundtrack LxT

Calibration: 94.0 (dBA)

Meter Setting: A-Weighted Sound Level (SLOW)

Session File Name: *LxT - Data - 2983*

Primary Noise Sources: *Morning student drop off vehicle traffic*

Data Summary

Noise Scale	Noise Level (dBA)
<i>Leq</i>	<i>64.6</i>
<i>Lmax</i>	<i>81.0</i>
<i>Lmin</i>	<i>57.2</i>

Other Noise Sources During Monitoring

1. *Car Horn* Time: *7:44*
2. _____ Time: _____
3. _____ Time: _____
4. _____ Time: _____
5. _____ Time: _____

Additional Notes:

Measurement Report

Report Summary

Meter's File Name	LxT_Data.298.s	Computer's File Name	LxT_0005667-20231214 073723-LxT_Data.298.ldbin		
Meter	LxT1 0005667	Firmware	2.302		
User		Location			
Job Description					
Note					
Start Time	2023-12-14 07:37:23	Duration	0:15:00.0		
End Time	2023-12-14 07:52:23	Run Time	0:15:00.0	Pause Time	0:00:00.0
Pre-Calibration	2023-12-14 07:16:27	Post-Calibration	None	Calibration Deviation	---

Results

Overall Metrics

LA _{eq}	64.6 dB		
LAE	94.1 dB	SEA	--- dB
EA	288.4 µPa²h		
EA8	9.2 mPa²h		
EA40	46.1 mPa²h		
LA _{peak}	93.7 dB	2023-12-14 07:44:13	
LAS _{max}	81.0 dB	2023-12-14 07:44:13	
LAS _{min}	57.2 dB	2023-12-14 07:43:10	
LA _{eq}	64.6 dB		
LC _{eq}	74.5 dB	LC _{eq} - LA _{eq}	9.9 dB
LA _{leq}	66.1 dB	LA _{leq} - LA _{eq}	1.5 dB

Exceedances

Count Duration

LAS > 85.0 dB	0	0:00:00.0
LAS > 115.0 dB	0	0:00:00.0
LApk > 135.0 dB	0	0:00:00.0
LApk > 137.0 dB	0	0:00:00.0
LApk > 140.0 dB	0	0:00:00.0

Community Noise

L _{DN}	L _{Day}	L _{Night}	
--- dB	--- dB	0.0 dB	
L _{DEN}	L _{Day}	L _{Eve}	L _{Night}
--- dB	--- dB	--- dB	--- dB

Any Data

A	C	Z
Level	Level	Level
Time Stamp	Time Stamp	Time Stamp
L _{eq}	74.5 dB	--- dB
LS _(max)	--- dB	None
LS _(min)	--- dB	None
L _{Peak(max)}	--- dB	None

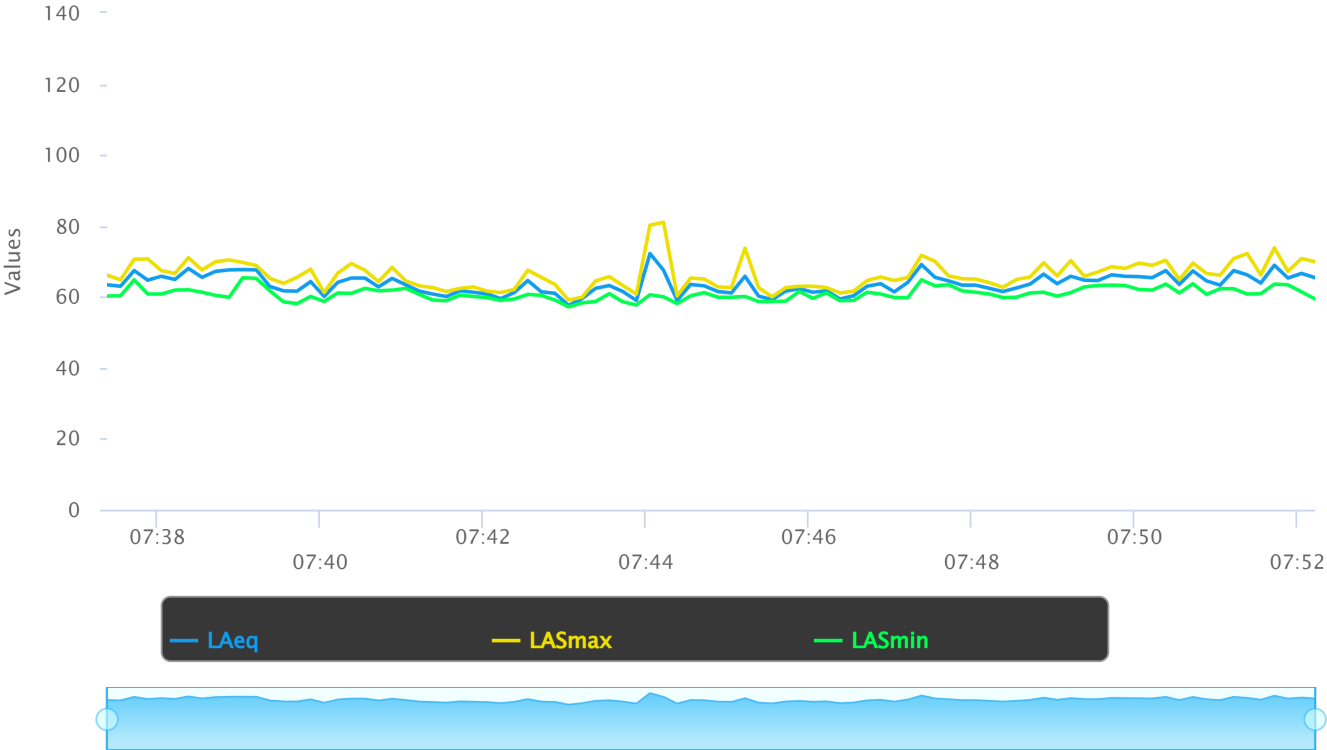
Overloads

Count	Duration	OBA Count	OBA Duration
0	0:00:00.0	0	0:00:00.0

Statistics

LAS 0.0	--- dB
LAS 0.0	--- dB
LAS 10.0	67.4 dB
LAS 33.3	64.2 dB
LAS 66.7	61.7 dB
LAS 90.0	59.7 dB

Time History



NOISE MONITORING FIELD REPORT

Site Map

Project Name: 1323 Great Mall Drive Project

Monitoring Location: *Falcon Drive (Pick-up)*

Date: *12/14/23* Site Number: *1*

Measured By: Annalie Sarrieddine

Measurement Start Time: *3:02 PM*

Measurement End Time: *3:17 PM*

Total Measurement Time: 15 min.

Noise Meter Model: Larson Davis Soundtrack LxT

Calibration: 94.0 (dBA)

Meter Setting: A-Weighted Sound Level (SLOW)

Session File Name: *LxT_Data_3035*

Primary Noise Sources:

After school drop off vehicle traffic, car honking, retail vehicle traffic



Data Summary

Noise Scale	Noise Level (dBA)
<i>Leq</i>	<i>66.1</i>
<i>Lmax</i>	<i>79.5</i>
<i>Lmin</i>	<i>54.5</i>

Other Noise Sources During Monitoring

- 1. Helicopter* Time: *3:10*
- 2. Vehicle honking altercation* Time: *3:16*
3. _____ Time: _____
4. _____ Time: _____
5. _____ Time: _____

Additional Notes:

Measurement Report

Report Summary

Meter's File Name	LxT_Data.303.s	Computer's File Name	LxT_0005667-20231214 150202-LxT_Data.303.ldbin		
Meter	LxT1 0005667	Firmware	2.302		
User		Location			
Job Description					
Note					
Start Time	2023-12-14 15:02:02	Duration	0:15:00.0		
End Time	2023-12-14 15:17:02	Run Time	0:15:00.0	Pause Time	0:00:00.0
Pre-Calibration	2023-12-14 07:16:27	Post-Calibration	None	Calibration Deviation	---

Results

Overall Metrics

LA _{eq}	66.1 dB		
LAE	95.6 dB	SEA	--- dB
EA	407.4 µPa²h		
EA8	13.0 mPa²h		
EA40	65.2 mPa²h		
LA _{peak}	92.6 dB	2023-12-14 15:08:46	
LAS _{max}	79.5 dB	2023-12-14 15:09:15	
LAS _{min}	54.5 dB	2023-12-14 15:04:00	
LA _{eq}	66.1 dB		
LC _{eq}	76.2 dB	LC _{eq} - LA _{eq}	10.1 dB
LA _{eq}	67.6 dB	LA _{eq} - LA _{eq}	1.5 dB

Exceedances

Count Duration

LAS > 85.0 dB	0	0:00:00.0
LAS > 115.0 dB	0	0:00:00.0
LApk > 135.0 dB	0	0:00:00.0
LApk > 137.0 dB	0	0:00:00.0
LApk > 140.0 dB	0	0:00:00.0

Community Noise

L _{DN}	L _{Day}	L _{Night}	
--- dB	--- dB	0.0 dB	
L _{DEN}	L _{Day}	L _{Eve}	L _{Night}
--- dB	--- dB	--- dB	--- dB

Any Data

A	C	Z
Level	Level	Level
Time Stamp	Time Stamp	Time Stamp
L _{eq}	76.2 dB	--- dB
LS _(max)	--- dB	--- dB
LS _(min)	--- dB	--- dB
L _{Peak(max)}	--- dB	--- dB

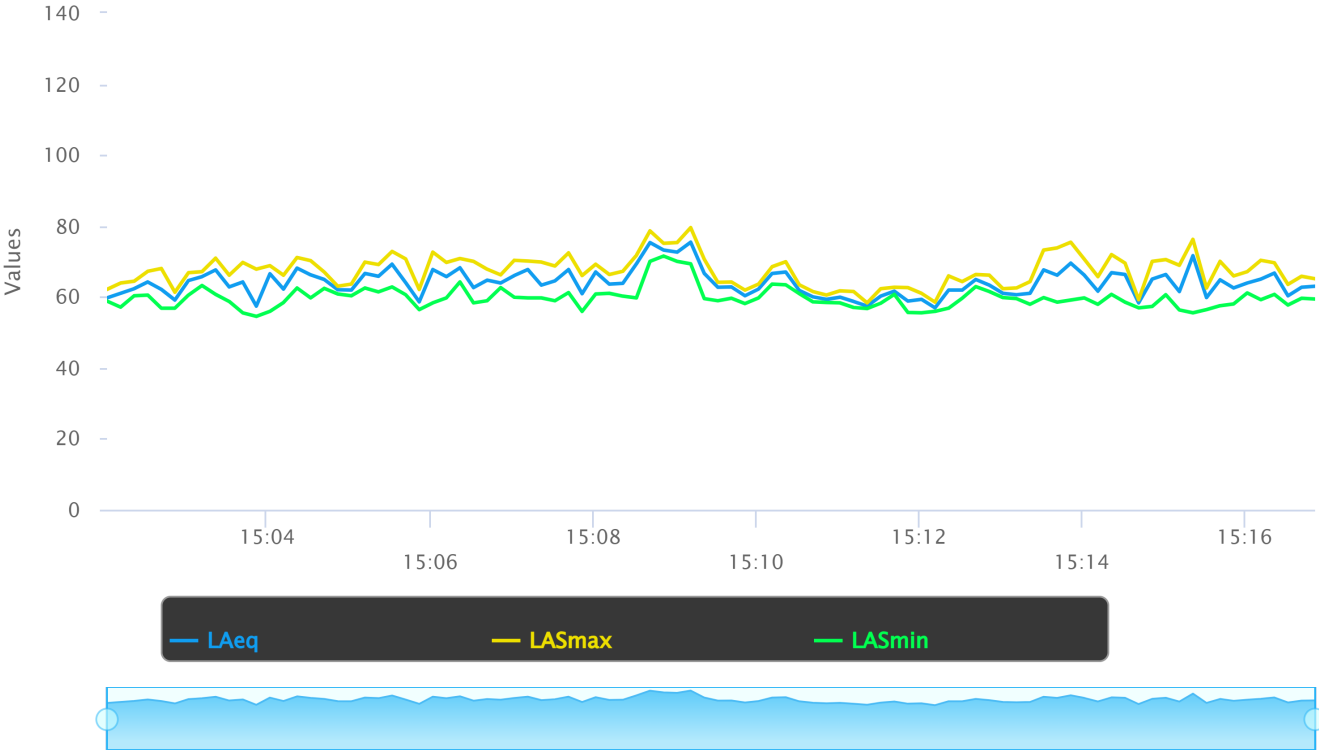
Overloads

Count	Duration	OBA Count	OBA Duration
0	0:00:00.0	0	0:00:00.0

Statistics

LAS 0.0	--- dB
LAS 0.0	--- dB
LAS 10.0	69.5 dB
LAS 33.3	64.5 dB
LAS 66.7	61.0 dB
LAS 90.0	58.3 dB

Time History



NOISE MONITORING FIELD REPORT

Site Map

Project Name: 1323 Great Mall Drive Project

Monitoring Location: *Great Mall Drive*

Date: *12/14/23* Site Number: *2*

Measured By: Annalie Sarrieddine

Measurement Start Time: *7:57 AM*

Measurement End Time: *8:12 AM*

Total Measurement Time: 15 min.

Noise Meter Model: Larson Davis Soundtrack LxT

Calibration: 94.0 (dBA)

Meter Setting: A-Weighted Sound Level (SLOW)

Session File Name: *LxT_Data_299.5*

Primary Noise Sources: *Morning student drop off traffic*



Data Summary

Noise Scale	Noise Level (dBA)
<i>Leq</i>	<i>64.7</i>
<i>Lmax</i>	<i>79.6</i>
<i>Lmin</i>	<i>57.7</i>

Other Noise Sources During Monitoring

1. _____ Time: _____
2. _____ Time: _____
3. _____ Time: _____
4. _____ Time: _____
5. _____ Time: _____

Additional Notes:

Measurement Report

Report Summary

Meter's File Name	LxT_Data.299.s	Computer's File Name	LxT_0005667-20231214 075701-LxT_Data.299.lbin		
Meter	LxT1 0005667	Firmware	2.302		
User		Location			
Job Description					
Note					
Start Time	2023-12-14 07:57:01	Duration	0:15:00.0		
End Time	2023-12-14 08:12:01	Run Time	0:15:00.0	Pause Time	0:00:00.0
Pre-Calibration	2023-12-14 07:16:27	Post-Calibration	None	Calibration Deviation	---

Results

Overall Metrics

LA _{eq}	64.7 dB		
LAE	94.2 dB	SEA	--- dB
EA	295.1 μ Pa ² h		
EA8	9.4 mPa ² h		
EA40	47.2 mPa ² h		
LA _{peak}	100.5 dB	2023-12-14 08:00:43	
LS _{max}	79.6 dB	2023-12-14 08:00:45	
LS _{min}	57.7 dB	2023-12-14 08:08:41	
LA _{eq}	64.7 dB		
LC _{eq}	73.0 dB	LC _{eq} - LA _{eq}	8.3 dB
LA _{leq}	67.1 dB	LA _{leq} - LA _{eq}	2.4 dB

Exceedances

Count Duration

LAS > 85.0 dB	0	0:00:00.0
LAS > 115.0 dB	0	0:00:00.0
LApk > 135.0 dB	0	0:00:00.0
LApk > 137.0 dB	0	0:00:00.0
LApk > 140.0 dB	0	0:00:00.0

Community Noise

L _{DN}	L _{Day}	L _{Night}	
--- dB	--- dB	0.0 dB	
L _{DEN}	L _{Day}	L _{Eve}	L _{Night}
--- dB	--- dB	--- dB	--- dB

Any Data

A		C		Z	
Level	Time Stamp	Level	Time Stamp	Level	Time Stamp
L _{eq}	64.7 dB	73.0 dB		--- dB	
LS _(max)	79.6 dB	--- dB	None	--- dB	None
LS _(min)	57.7 dB	--- dB	None	--- dB	None
L _{Peak(max)}	100.5 dB	--- dB	None	--- dB	None

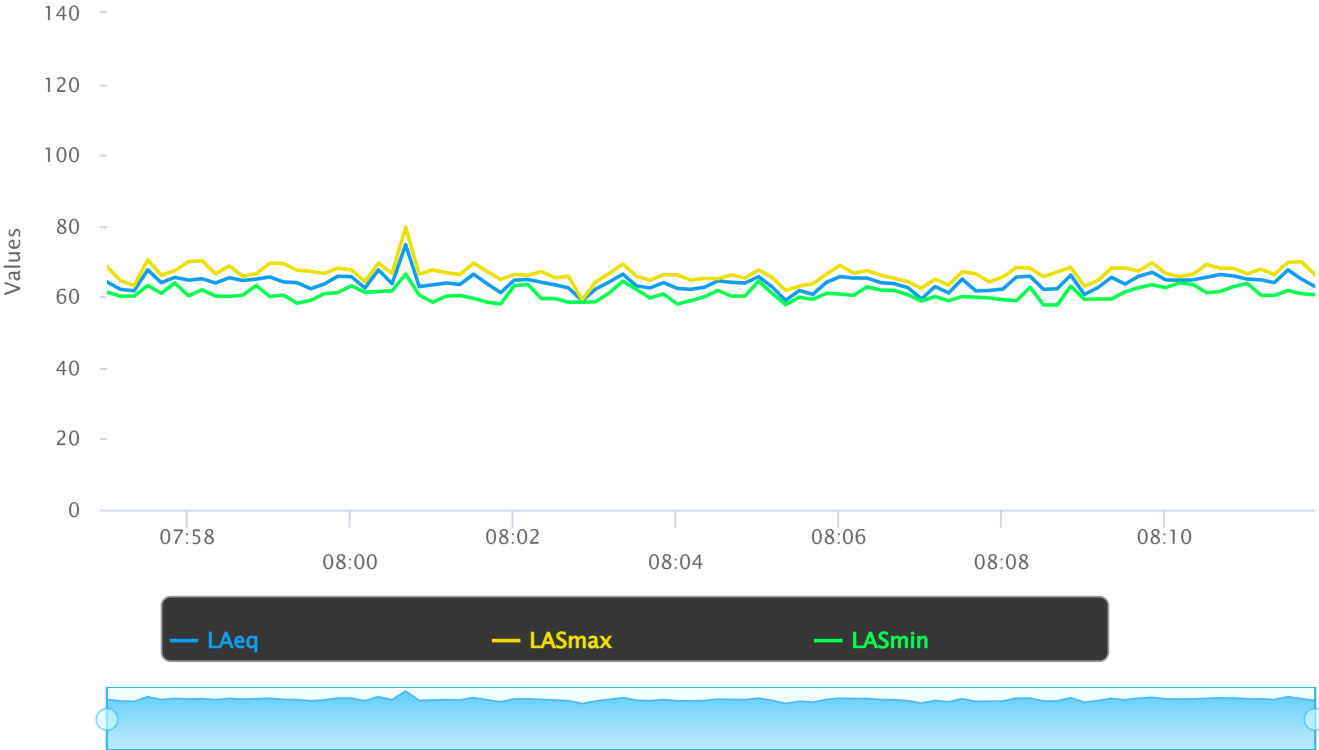
Overloads

Count	Duration	OBA Count	OBA Duration
0	0:00:00.0	0	0:00:00.0

Statistics

LAS 0.0	--- dB
LAS 0.0	--- dB
LAS 10.0	67.0 dB
LAS 33.3	64.8 dB
LAS 66.7	62.2 dB
LAS 90.0	59.7 dB

Time History



NOISE MONITORING FIELD REPORT

Site Map

Project Name: 1323 Great Mall Drive Project

Monitoring Location: *Northwest Project Site*

Date: *12/14/23* **Site Number:** *3*

Measured By: Annalie Sarrieddine

Measurement Start Time: *8:16 AM*

Measurement End Time: *8:31 AM*

Total Measurement Time: 15 min.

Noise Meter Model: Larson Davis Soundtrack LxT

Calibration: 94.0 (dBA)

Meter Setting: A-Weighted Sound Level (SLOW)

Session File Name: *LxT-Data-300s*

Primary Noise Sources: *Vehicle traffic, train*



Data Summary

Noise Scale	Noise Level (dBA)
L_{eq}	<i>63.8</i>
L_{max}	<i>79.3</i>
L_{min}	<i>59.0</i>

Other Noise Sources During Monitoring

1. _____ Time: _____
2. _____ Time: _____
3. _____ Time: _____
4. _____ Time: _____
5. _____ Time: _____

Additional Notes:

Measurement Report

Report Summary

Meter's File Name	LxT_Data.300.s	Computer's File Name	LxT_0005667-20231214 081653-LxT_Data.300.ldbin		
Meter	LxT1 0005667	Firmware	2.302		
User		Location			
Job Description					
Note					
Start Time	2023-12-14 08:16:53	Duration	0:15:00.0		
End Time	2023-12-14 08:31:53	Run Time	0:15:00.0	Pause Time	0:00:00.0
Pre-Calibration	2023-12-14 07:16:27	Post-Calibration	None	Calibration Deviation	---

Results

Overall Metrics

LA _{eq}	63.8 dB		
LAE	93.3 dB	SEA	--- dB
EA	239.9 µPa²h		
EA8	7.7 mPa²h		
EA40	38.4 mPa²h		
LA _{peak}	91.2 dB	2023-12-14 08:20:14	
LA _{Smax}	79.3 dB	2023-12-14 08:20:14	
LA _{Smin}	59.0 dB	2023-12-14 08:24:26	
LA _{eq}	63.8 dB		
LC _{eq}	74.1 dB	LC _{eq} - LA _{eq}	10.3 dB
LA _l _{eq}	64.6 dB	LA _l _{eq} - LA _{eq}	0.8 dB

Exceedances

Count Duration

LAS > 85.0 dB	0	0:00:00.0
LAS > 115.0 dB	0	0:00:00.0
LApk > 135.0 dB	0	0:00:00.0
LApk > 137.0 dB	0	0:00:00.0
LApk > 140.0 dB	0	0:00:00.0

Community Noise

L _{DN}	L _{Day}	L _{Night}	
--- dB	--- dB	0.0 dB	
L _{DEN}	L _{Day}	L _{Eve}	L _{Night}
--- dB	--- dB	--- dB	--- dB

Any Data

A	C	Z
Level	Level	Level
Time Stamp	Time Stamp	Time Stamp
L _{eq}	74.1 dB	--- dB
L _{S(max)}	--- dB	--- dB
L _{S(min)}	--- dB	--- dB
L _{Peak(max)}	--- dB	--- dB

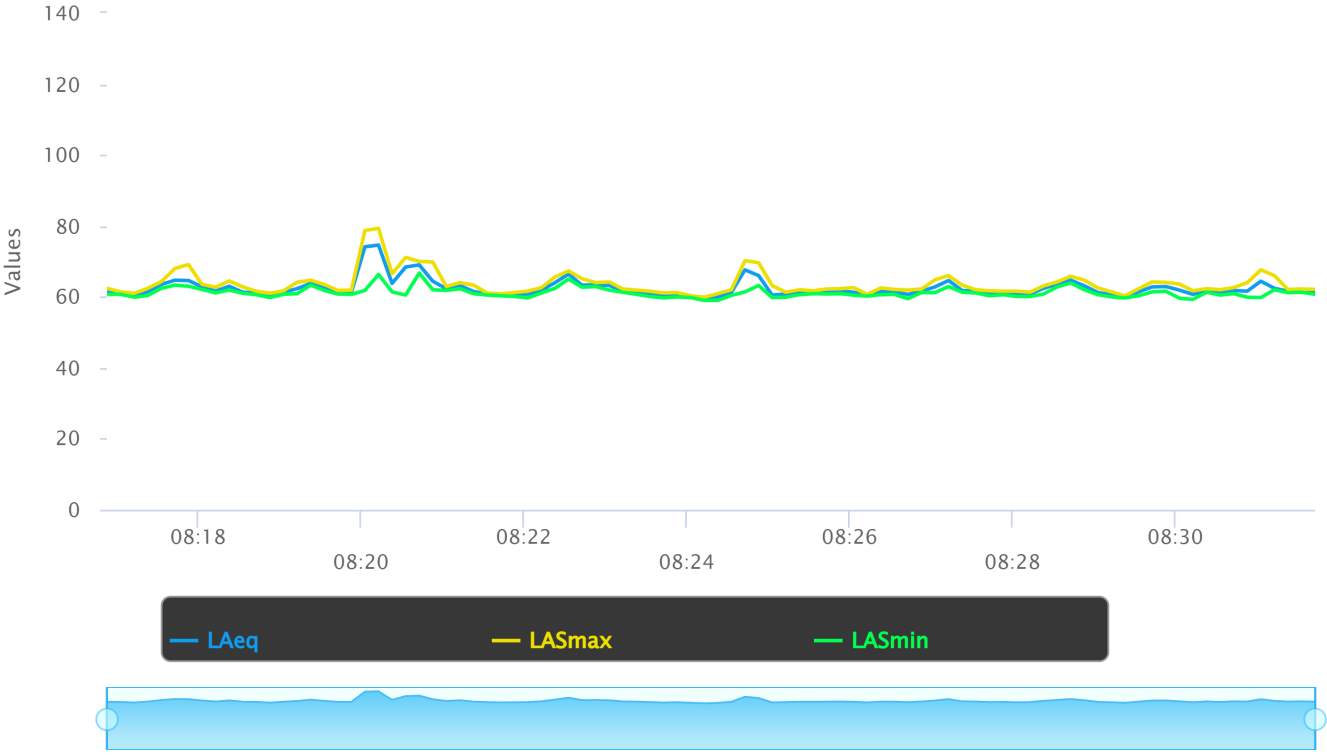
Overloads

Count	Duration	OBA Count	OBA Duration
0	0:00:00.0	0	0:00:00.0

Statistics

LAS 0.0	--- dB
LAS 0.0	--- dB
LAS 10.0	64.5 dB
LAS 33.3	62.2 dB
LAS 66.7	61.1 dB
LAS 90.0	60.3 dB

Time History



NOISE MONITORING FIELD REPORT

Site Map

Project Name: 1323 Great Mall Drive Project

Monitoring Location: Centre Point Dr. Apartment

Date: 12/14/23 **Site Number:** 4

Measured By: Annalie Sarrieddine

Measurement Start Time: 8:44 AM

Measurement End Time: 8:59 AM

Total Measurement Time: 15 min.

Noise Meter Model: Larson Davis Soundtrack LxT

Calibration: 94.0 (dBA)

Meter Setting: A-Weighted Sound Level (SLOW)

Session File Name: LxT-Data.3013

Primary Noise Sources: Neighborhood Activity, Vehicle Traffic



Data Summary

Noise Scale	Noise Level (dBA)
Leq	63.7
Lmax	77.8
Lmin	57.9

Other Noise Sources During Monitoring

1. _____ Time: _____
2. _____ Time: _____
3. _____ Time: _____
4. _____ Time: _____
5. _____ Time: _____

Additional Notes:

Neighborhood Activity includes people walking, dogs, talking on the phone, cars parking, doors opening and closing

Measurement Report

Report Summary

Meter's File Name	LxT_Data.301.s	Computer's File Name	LxT_0005667-20231214 084429-LxT_Data.301.ldbin		
Meter	LxT1 0005667	Firmware	2.302		
User		Location			
Job Description					
Note					
Start Time	2023-12-14 08:44:29	Duration	0:15:00.0		
End Time	2023-12-14 08:59:29	Run Time	0:15:00.0	Pause Time	0:00:00.0
Pre-Calibration	2023-12-14 07:16:27	Post-Calibration	None	Calibration Deviation	---

Results

Overall Metrics

LA _{eq}	63.7 dB		
LAE	93.2 dB	SEA	--- dB
EA	234.4 µPa²h		
EA8	7.5 mPa²h		
EA40	37.5 mPa²h		
LA _{peak}	94.6 dB	2023-12-14 08:51:40	
LAS _{max}	77.8 dB	2023-12-14 08:54:10	
LAS _{min}	51.9 dB	2023-12-14 08:58:08	
LA _{eq}	63.7 dB		
LC _{eq}	70.5 dB	LC _{eq} - LA _{eq}	6.8 dB
LAL _{eq}	66.1 dB	LAL _{eq} - LA _{eq}	2.4 dB

Exceedances

Count Duration

LAS > 85.0 dB	0	0:00:00.0
LAS > 115.0 dB	0	0:00:00.0
LApk > 135.0 dB	0	0:00:00.0
LApk > 137.0 dB	0	0:00:00.0
LApk > 140.0 dB	0	0:00:00.0

Community Noise

L _{DN}	L _{Day}	L _{Night}	
--- dB	--- dB	0.0 dB	
L _{DEN}	L _{Day}	L _{Eve}	L _{Night}
--- dB	--- dB	--- dB	--- dB

Any Data

A			C		Z	
Level	Time Stamp		Level	Time Stamp	Level	Time Stamp
L _{eq}	63.7 dB		70.5 dB		--- dB	
L _{S(max)}	77.8 dB	2023-12-14 08:54:10	--- dB	None	--- dB	None
L _{S(min)}	51.9 dB	2023-12-14 08:58:08	--- dB	None	--- dB	None
L _{Peak(max)}	94.6 dB	2023-12-14 08:51:40	--- dB	None	--- dB	None

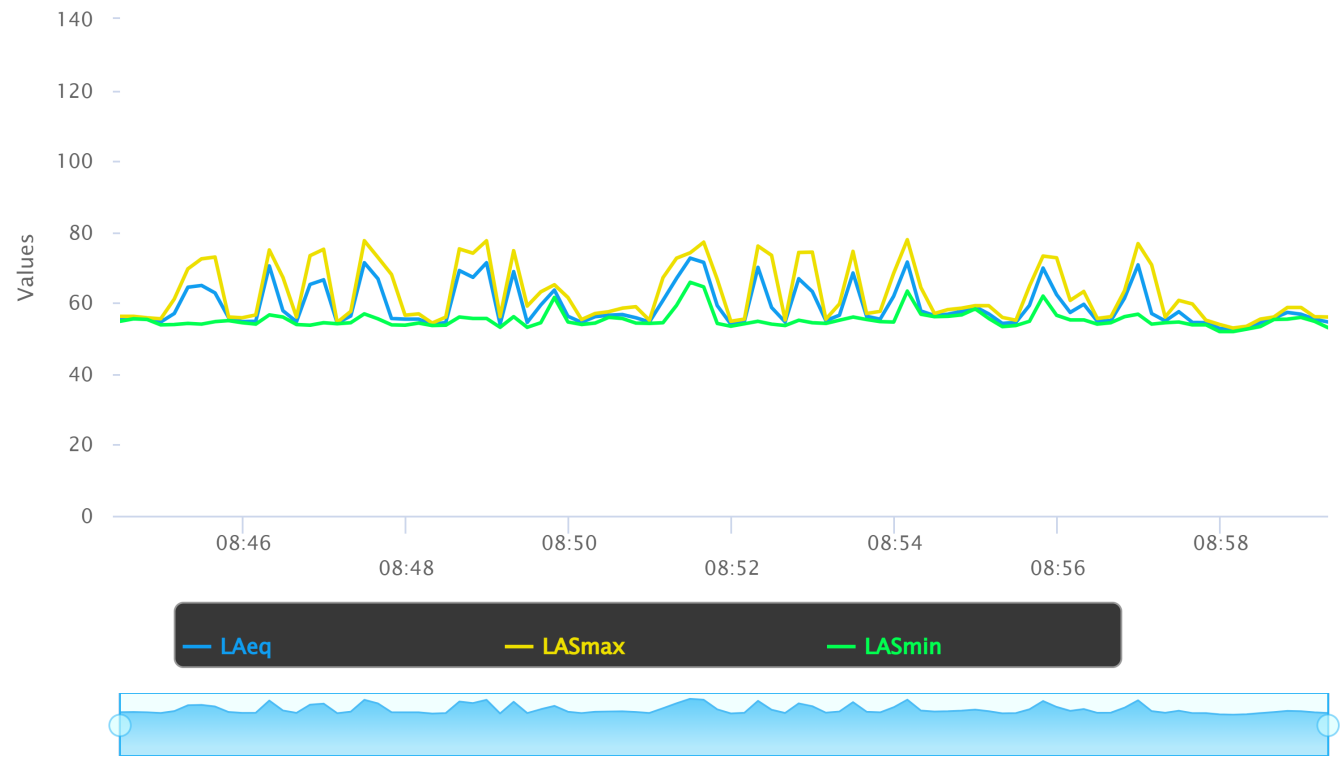
Overloads

Count	Duration	OBA Count	OBA Duration
0	0:00:00.0	0	0:00:00.0

Statistics

LAS 0.0	--- dB
LAS 0.0	--- dB
LAS 10.0	66.8 dB
LAS 33.3	57.1 dB
LAS 66.7	55.0 dB
LAS 90.0	54.0 dB

Time History



Project Site Noise Level (Ldn) (Location 1)		
Hour of Day	dBA Leq	With Ldn Penalty
12:00 AM	66.1	76.1
1:00 AM	66.1	76.1
2:00 AM	66.1	76.1
3:00 AM	66.1	76.1
4:00 AM	66.1	76.1
5:00 AM	66.1	76.1
6:00 AM	66.1	76.1
7:00 AM	66.1	66.1
8:00 AM	66.1	66.1
9:00 AM	66.1	66.1
10:00 AM	66.1	66.1
11:00 AM	66.1	66.1
12:00 PM	66.1	66.1
1:00 PM	66.1	66.1
2:00 PM	66.1	66.1
3:00 PM	66.1	66.1
4:00 PM	66.1	66.1
5:00 PM	66.1	66.1
6:00 PM	66.1	66.1
7:00 PM	66.1	66.1
8:00 PM	66.1	66.1
9:00 PM	66.1	66.1
10:00 PM	66.1	76.1
11:00 PM	66.1	76.1
Calculated Ldn:		72.5

Daytime Hours: 7:00 AM - 10:00 PM

Nighttime Hours: 10:00 PM - 7:00 AM

Note: Ldn based on measurement data collected at Location 1. See noise monitoring data.

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 1/30/2024
Case Description: 1323 Great Mall Drive Project (Construction)

		---- Receptor #1 ----					
Description	Land Use	Baselines (dBA)					
		Daytime	Evening	Night			
		60	60	60			
Centre Pointe Dr Apartments							
Description		Equipment					
		Impact	Spec	Actual	Receptor	Estimated	
		Device	Usage(%)	Lmax (dBA)	Lmax (dBA)	Distance (feet)	Shielding (dBA)
Tractor		No	40	84	511	0	
Crane		No	16		80.6	511	0

		Results	
		Calculated (dBA)	
Equipment		*Lmax	Leq
Tractor		63.8	59.8
Crane		60.4	52.4
	Total	63.8	60.6
		*Calculated Lmax is the Loudest value.	

		---- Receptor #2 ----				
Description	Land Use	Baselines (dBA)				
		Daytime	Evening	Night		
		60	60	60		
Capitol Apartments						
		Equipment				
Description		Impact	Spec	Actual	Receptor	Estimated
		Device	Lmax	Lmax	Distance	Shielding
		Usage(%)	(dBA)	(dBA)	(feet)	(dBA)
Tractor		No	40	84	645	0
Crane		No	16	80.6	645	0

		Results	
		Calculated (dBA)	
Equipment		*Lmax	Leq
Tractor		61.8	57.8
Crane		58.3	50.4
	Total	61.8	58.5
		*Calculated Lmax is the Loudest value.	

		---- Receptor #3 ----				
Description	Land Use	Baselines (dBA)				
		Daytime	Evening	Night		
		60	60	60		
Under Construction	Residential					
Apartments						
		Equipment				
Description	Impact	Spec	Actual	Receptor	Estimated	
		Lmax	Lmax	Distance	Shielding	
		(dBA)	(dBA)	(feet)	(dBA)	
Tractor	No	40	84	551	0	
Crane	No	16		80.6	551	0

		Results	
		Calculated (dBA)	
Equipment		*Lmax	Leq
Tractor		63.2	59.2
Crane		59.7	51.7
	Total	63.2	59.9
		*Calculated Lmax is the Loudest value.	

		---- Receptor #4 ----					
Description	Land Use	Baselines (dBA)					
		Daytime	Evening	Night			
		60	60	60			
Existing Stratford School		Commercial					
		Equipment					
Description		Impact	Spec	Actual	Receptor	Estimated	
		Device	Lmax	Lmax	Distance	Shielding	
		Usage(%)	(dBA)	(dBA)	(feet)	(dBA)	
Tractor		No	40	84	165	0	
Crane		No	16		80.6	165	0

		Results	
		Calculated (dBA)	
Equipment		*Lmax	Leq
Tractor		73.6	69.7
Crane		70.2	62.2
	Total	73.6	70.4
		*Calculated Lmax is the Loudest value.	

Report date: 1/30/2024
Case Description: 1323 Great Mall Drive Project (Demo)

		---- Receptor #1 ----					
Description	Land Use	Baselines (dBA)					
		Daytime	Evening	Night			
		60	60	60			
Centre Pointe Dr Apartments							
		Equipment					
Description		Impact		Spec	Actual	Receptor	Estimated
		Device	Usage(%)	Lmax (dBA)	Lmax (dBA)	Distance (feet)	Shielding (dBA)
		No	20		89.6	511	0
Concrete Saw		No	16		80.6	511	0
Crane		No					
		Results					
		Calculated (dBA)					
Equipment		*Lmax	Leq				
Concrete Saw		63.8	59.8				
Crane		60.4	52.4				
Total		63.8	60.6				
		*Calculated Lmax is the Loudest value.					

---- Receptor #2 ----							
Description	Land Use	Baselines (dBA)					
		Daytime	Evening	Night			
			60	60	60		
Capitol Apartments		Equipment					
Description		Impact	Spec	Actual	Receptor	Estimated	
		Device	Usage(%)	Lmax (dBA)	Lmax (dBA)	Distance (feet)	Shielding (dBA)
Concrete Saw		No	20		89.6	645	0
Crane		No	16		80.6	645	0
Results							
Calculated (dBA)							
Equipment		*Lmax	Leq				
Concrete Saw		61.8	57.8				
Crane		58.3	50.4				
	Total	61.8	58.5				
*Calculated Lmax is the Loudest value.							

		---- Receptor #3 ----					
		Baselines (dBA)					
Description	Land Use	Daytime	Evening	Night			
Under Construction	Residential	60	60	60			
Apartments							
		Equipment					
		Impact	Spec	Actual	Receptor	Estimated	
Description		Device	Usage(%)	Lmax (dBA)	Distance (feet)	Shielding (dBA)	
Concrete Saw		No	20		89.6	551 0	
Crane		No	16		80.6	551 0	
		Results					
		Calculated (dBA)					
		*Lmax	Leq				
Equipment							
Concrete Saw		68.7	61.7				
Crane		59.7	51.7				
	Total	68.7	62.2				
		*Calculated Lmax is the Loudest value.					

		---- Receptor #4 ----						
Description	Land Use	Baselines (dBA)						
		Daytime	Evening	Night				
		60	60	60				
Existing Stratford School								
		Equipment						
Description		Impact		Spec	Actual	Receptor	Estimated	
		Device	Usage(%)	Lmax (dBA)	Lmax (dBA)	Distance (feet)	Shielding (dBA)	
		Concrete Saw	No	20		89.6	165	0
Crane		No		16		80.6	165	0
		Results						
		Calculated (dBA)						
Equipment		*Lmax	Leq					
Concrete Saw		79.2	72.2					
Crane		70.2	62.2					
Total		79.2	72.6					
		*Calculated Lmax is the Loudest value.						

TRAFFIC NOISE LEVELS



Project Name: 1323 Great Mall Drive Milpitas

Background Information

Model Description: FHWA Highway Noise Prediction Model with California Vehicle Noise (CALVENO) Emission Levels.
Analysis Scenario(s): Existing, Existing Plus Project
Source of Traffic Volumes: Transportation Analysis (1323 Great Mall, Hexagon Transportation Consultants, January 8, 2024)
Community Noise Descriptor: X

Assumed 24-Hour Traffic Distribution:	(Ldn)	(CNEL)	
	Day	Evening	Night
Total ADT Volumes	77.70%	12.70%	9.60%
Medium-Duty Trucks	87.43%	5.05%	7.52%
Heavy-Duty Trucks	89.10%	2.84%	8.06%

Traffic Noise Levels

Analysis Condition		Median		Peak Hour	ADT	Design Speed	Dist. from Center to Receptor ¹	Alpha Factor	Barrier Attn. dB(A)	Vehicle Mix Medium Trucks	Mix Heavy Trucks	Peak Hour dB(A) L _{eq}	24-Hour dB(A) L _{dn}
Roadway Name	Roadway Segment	Lanes	Width	Volume	Volume	(mph)							

Existing Traffic Noise

Falcon Drive													
	Between Montague Exp and Site Driveway	2	10	903	9,030	25	50	0	0	1.8%	0.7%	62.2	61.0
	Between Site Driveway and Great Mall Drive	2	10	903	9,030	25	50	0	0	1.8%	0.7%	62.2	61.0
Great Mall Drive													
	Between Mustang Drive and Site Driveway	2	0	702	7,015	25	50	0	0	1.8%	0.7%	61.0	59.9
	Between Site Driveway and Falcon Drive	2	0	697	6,970	25	50	0	0	1.8%	0.7%	61.0	59.8

Existing Plus Project Traffic Noise

Falcon Drive													
	Between Montague Exp and Site Driveway	2	10	1,068	10,680	25	50	0	0	1.8%	0.7%	62.9	61.8
	Between Site Driveway and Great Mall Drive	2	10	1,226	12,260	25	50	0	0	1.8%	0.7%	63.5	62.4
Great Mall Drive													
	Between Mustang Drive and Site Driveway	2	0	1,197	11,965	25	50	0	0	1.8%	0.7%	63.3	62.2
	Between Site Driveway and Falcon Drive	2	0	1,020	10,200	25	50	0	0	1.8%	0.7%	62.6	61.5

1 Distance in feet from the roadway centerline to nearest receptor location.

APPENDIX D

Transportation Impact Analysis



HEXAGON TRANSPORTATION CONSULTANTS, INC.

Memorandum

Date: May 28, 2024

To: Mr. Roberto Alanzo, City of Milpitas

From: Brett Walinski
Trisha Dudala

Subject: Transportation CEQA Analysis for the Stratford Preparatory School at 1323 Great Mall Drive in Milpitas, California

The purpose of this report is to analyze the transportation-related impacts of the proposed Stratford School located at 1323 Great Mall Drive in Milpitas, California, as required by the California Environmental Quality Act (CEQA). The project proposes a new preparatory school for 500 students in grades 6 to 12 to be located on the site of an existing office building. The site is located just north of the existing Stratford school with grades pre-kindergarten to 8. The project would renovate the existing 51,740 square-foot office building for school use and modify the existing site, which currently consists mostly of paved surface parking areas, into a campus with 14,965 square feet of synthetic turf (play field) and a new gym building of 7,883 square feet. Initial enrollment for the proposed school may begin in grades 6 to 12 with the intent to transition to Grades 9 to 12.

It is also an in-fill project and further completes the urban fabric of the city without requiring the expansion of services to unincorporated areas. The project falls within the boundaries of the recently adopted Milpitas Metro Specific Plan (MMSP) and is within the Great Mall District sub-area. Its land use classification in the MMSP is "Business Park Research & Development Limited Residential (BPRD-R)." The BPRD-R land use classification specifically identifies "educational uses" as allowed uses.

The implementation section of the MMSP states that "Property owners in the Great Mall District have expressed interest in developing a mix of land uses that may occur over time rather than immediately. The plan aims to be responsive to developer needs while ensuring that the development of the parcel results in a high-quality, well-integrated, pedestrian-accessible urban node."

This report includes an analysis of Vehicle Miles Travelled (VMT); potential impacts to pedestrian, bicycle and transit facilities; and emergency access.

VMT Analysis

Senate Bill 743 (SB 743) requires local jurisdictions to use Vehicle Miles Traveled (VMT) instead of Level of Service (LOS) to analyze transportation impacts under the California Environmental Quality Act (CEQA). City staff developed a new citywide VMT policy to comply with State law and provide established criteria for analyzing transportation impacts of development projects and long-range plans. The Milpitas City Council adopted the VMT policy on May 18, 2021, which establishes VMT as the methodology for measuring potential transportation environmental impacts and provides significance thresholds for CEQA analysis of future projects. The VMT policy aligns with the goals

and policies of the General Plan and adopted plans, and supports new development in suitable areas near transit, mixed-use neighborhoods, and other amenities.

VMT Policy

According to the City VMT policy, projects shall be presumed to have a less-than-significant transportation impact if they meet any of the following screening criteria:

- Projects generating 110 daily trips or less. Examples are single-family residential development of 12 units or fewer, multi-family residential development of 20 units or fewer, and office developments of 10,000 square feet or less.
- Retail projects that are local serving defined as 100,000 square feet or less.
- Local serving public projects such as fire stations, neighborhood parks, libraries, and community centers.
- All land use projects located within one-half mile of a major transit stop, or a stop along a high-quality transit corridor (pursuant to State definitions for such facilities) and meet the following criteria:
 - A minimum floor area ratio of 0.75; or for residential projects, a minimum density of 35 units/acre (40 units/acre in the Serra Center and 50 units/acre in the Milpitas Metro Specific Plan area).
 - The project does not include more parking than required by City Code for use by residents, customers, or employees.
 - The project does not replace affordable residential units with a smaller number of affordable units, and any replacement units are at the same levels of affordability.
 - The project is consistent with the applicable Sustainable Communities Strategy (SCS).
- Projects with restricted affordable housing (as described in the policy).

In addition, the City policy establishes the following:

- The Santa Clara County areawide average VMT shall be the regional baseline.
- For residential, office and industrial projects, a project will have a less than significant impact if the project results in a 15% VMT reduction compared to the baseline. For industrial projects, the 15% threshold applies to the employee commute trip only.
- Retail projects which result in a net increase in total VMT shall constitute a significant impact; however, retail projects determined by the city to be local serving are exempt from VMT analysis. In all cases, retail projects larger than 100,000 square feet may be considered regional-serving and would be subject to the retail threshold of significance.
- Each land use within a mixed-use project, and all other project types, shall be evaluated independently by applying the most appropriate threshold of significance to each land use type being proposed.

- Projects that are currently approved will not require any supplemental VMT environmental review unless the “Project” requires supplemental environmental review not covered by an addendum.
- For projects such as regional retail, hospitals, stadium, sports complexes, or schools not regulated by a public-school district or that require permits from local jurisdiction, a net increase in total VMT may indicate a significant transportation impact.

The City VMT policy does not directly address how redevelopment projects are to be treated. The State criteria does. The state guidance is as follows: *“Where a project replaces existing VMT-generating land uses, if the replacement leads to a net overall decrease in VMT, the project would lead to a less-than-significant transportation impact.”*

Project VMT Screening

The proposed school project could potentially be screened out based on the “Local Serving” and “Prior Approvals” criteria as described below.

Local Serving

The project would be less than 100,000 square feet and its trip generation characteristics would be similar to local-serving retail. Based on data provided by the project applicant, approximately 80% of the student population would reside within 5-miles of the project site. The Governor’s Office of Planning and Research (OPR) *Technical Advisory* dated December 2018 states that “By adding retail opportunities into the urban fabric and thereby improving retail destination proximity, local-serving retail development tends to shorten trips and reduce VMT. Thus, lead agencies generally may presume such development creates a less-than-significant transportation impact.” School uses are similar to retail uses, in that, the more schools that are located within in a given area, the shorter the student trips between the school and other complementary land uses (such as employment or residential uses). Student trips to and from schools are analogous to customer trips to and from retail uses. Both land uses (retail and schools) are supported by growth in employment and housing, which are the main drivers of trip-making activity. Thus, applying the same reasoning OPR uses for retail projects, the proposed school could be screened-out based on the local-serving criteria. A similar finding was reached by the City of Milpitas for the proposed Stratford School located at 125 North Milpitas Boulevard, which was screened using local serving criteria. However, the supporting analysis for this finding was prepared in April of 2021, which pre-dates the adoption of the City’s formal VMT policy. Although there is reasonable evidence to support a finding that the project could be screened out based on current City policy, a detailed analysis of the VMT generated by the project was prepared to confirm this finding.

Prior Approvals

The Milpitas Metro Specific Plan Project (MMSP) supplemental Environmental Impact Report (SEIR) was prepared in April, 2022. The MMSP is a long-term planning document that updates the original 2008 Milpitas Transit Area Specific Plan (TASP) and vision for the area. The changes between the TASP and MMSP included:

1. Expansion of the original 437-acre TASP Plan Area by approximately 73 additional acres, for a total of 510 acres, in order to facilitate the development of an Innovation District east of the Milpitas Transit Center and to promote opportunities for housing development along South Main Street. In addition, the Metro Plan redefines the five Districts, such that they are

- bounded by major streets and include a mix of land uses, development densities, parks, street grids, and pedestrian connections.
2. Changes to the land use classifications and policies.
 3. Additional residential and non-residential density, and related population and employment growth.
 4. Extension of the Metro Plan horizon year by 10 years (from 2030 to 2040), compared to the TASP.

The current zoning for the project site is C2 Commercial, which will be updated with the adoption of the Phase 1 Zoning Code update to establish BPRD Zoning Districts. The proposed project is located within the MMSP area and its land use designation is BPRD-R (Business Park R&D, Limited Residential). This land use classification supports research and development activities, offices, high tech, hotels, retail services, and education uses.

The proposed educational use was contemplated as a potential development on the project site in the MMSP and therefore its CEQA impacts have been addressed in the MMSP EIR which was prepared as a supplemental EIR to the TASP. Although the Metro Plan would result in an increase in VMT compared to the TASP because of more intensive development, the MMSP draft SEIR concluded that the Metro Plan (2040 Cumulative Plus Project) scenario is estimated to substantially lower VMT per service population, per capita, and per employee relative to both the 2040 Santa Clara countywide average and the Milpitas 2040 General Plan (2040 Cumulative No Project) scenario.

Individual projects consistent with the MMSP may qualify for a statutory exemption under CEQA. Once consistency is determined, no additional CEQA review is required though projects will still need to be reviewed by the City's Engineering and Planning Departments for non-CEQA related site-specific measures.

The MMSP envisions continued investments in essential infrastructure, including mobility/transportation to serve new development. Investments in new infrastructure and improvements expected to serve the MMSP are expected to be primarily funded through:

1. The Transit Area Development Impact Fee (TADIF) – The TADIF will continue to be levied upon new development within the MMSP area to ensure that new development pays its appropriate and proportionate share of new infrastructure and other improvements.
2. Citywide Fees/Exactions – New and existing infrastructure investments will serve new development in both the Milpitas Metro Specific Plan and other areas of the city. This could include new public safety facilities. A portion of the new funding for these improvements will likely come from other city funding sources, including fees on new development outside of the Milpitas Metro Specific Plan.
3. Grants – The City has successfully pursued grant funding for a range of improvements since TASP adoption. Grant funding helps cover portions of new public infrastructure and improvement costs that cannot be allocated to new development.

The Milpitas Metro Specific Plan requires all new development projects to implement a travel demand management program (TDM), with a goal of reducing VMT by 15 percent or more below the regional baseline per employee or per resident and efficiently provide parking that meets the needs of employees and visitors. TDM is typically categorized as a set of strategies aimed at

encouraging transit use, walking, biking, and carpooling while reducing single occupant vehicle trips, vehicle miles traveled, and parking demand. Possible TDM measures for the proposed project include:

- Marketing/education
- Provision of bicycle parking spaces
- Fully subsidized transit passes (e. g. VTA, BART, Caltrain). At a minimum the transit subsidy should be equivalent to the cost of a monthly VTA pass
- Carpooling

Although the project use was previously included in the MMSP and prior CEQA documentation, this report includes a detailed analysis of Vehicle Miles Travelled (VMT) to ensure the project would not create additional impacts over and above what has previously been identified.

Detailed VMT Analysis

The detailed VMT analysis must consider the trip-making activity of the employment component of the project (school staff), the students, as well as the VMT generated by the existing office use it would replace. This is described in the following sections.

School Employee VMT Analysis

Because school employees would have similar trip-making characteristics (origin/destination and length of trips) as typical office employees, the total employee VMT for the existing office building was compared to the total employee VMT for the proposed Stratford school (see Table 1). Valley Transportation Authority (VTA) Travel Demand Forecast (TDF) model assumptions were used to estimate the number of employees that could be expected to occupy the existing vacant office use. The conversion rate from office square footage to employees was 3.3 jobs per 1,000 square feet. Thus, for an office building size of 51,740 square feet, approximately 170 employees could be expected. Based on the Santa Clara County VMT Estimation Tool, the VMT per employee for the zone within which the project is located would be 15.5. The total employee VMT for the existing office building would therefore be 2,635 (170 x 15.5). The proposed school is expected to have a maximum of 75 employees on any given day. Using a VMT per employee of 15.5, the proposed project would generate a total employee VMT of 1,163 (75 x 15.5), which would be less than the total employee VMT for the existing office building. Thus, the proposed project would result in a decrease in the total employee VMT from the site.

Table 1
Employee VMT Analysis

	# of Employees	VMT/ Employee ³	Total Employee VMT
Existing Office ¹	170	15.5	2,635
Proposed Stratford School ²	75	15.5	1,163
Difference			-1,473
Notes:			
¹ Based on the VTA Travel Demand Model, 3.3 jobs per 1,000 sq. ft. was assumed.			
² Based on information provided by Stratford School.			
³ Based on Santa Clara County VMT Estimation Tool, for the zone that the project is located in.			

Student VMT Analysis

For common land uses such as residential, employment, and retail, quantitative methods are frequently used to determine VMT. However, for unique land uses for which models are not readily available, such as private schools, OPR guidelines allow for qualitative analysis of VMT impacts. This section evaluates, qualitatively, whether the proposed school would increase the travel distances of students, given the relative location of complementary land uses and other Stratford schools in the area.

There are currently three Stratford schools in Milpitas. These lower division schools are all located less than 3 miles from the proposed Stratford high school, including:

- 341 Great Mall Parkway - grades pre-kindergarten to 8th
- 25 Corning Avenue - grades kindergarten to 5th
- 125 N Milpitas Boulevard - grades preschool to 2nd

Based on the analysis of student zip code data provided by Stratford for students currently enrolled in all of the Milpitas Stratford Schools (Pre-K to 8th grade, 1410 students including siblings), 80% of the students reside within a 5-mile distance and 92% of the students reside within a 10-mile distance from the proposed school. There is currently only one Stratford high school in the south bay region, and it is located at 3800 Blackford Avenue in San Jose. Thus, in the absence of the proposed Stratford High School in Milpitas, to continue their high school education at Stratford School, Milpitas Stratford students would attend the San Jose Blackford Avenue campus, that is located 11 to 15 miles from the proposed high school at 1323 Great Mall Drive. Stratford anticipates that the student population for the proposed high school at full enrollment will resemble the demographics of all pre-school to 8th grade students at the existing Milpitas campuses. By providing a high school in Milpitas in close proximity to the existing lower division Stratford schools, the project would shorten trips and reduce VMT by providing an opportunity for students to attend high school locally, instead of travelling to the neighborhood city. The proposed project would also result in shorter travel distances for students coming from Alum Rock and Fremont, which are all located within a 5-to-10-mile radius of the proposed project. Thus, lower grade students from these communities who wish to continue high school with Stratford would have shorter travel distances to the proposed high school at 1323 Great Mall Parkway compared to travelling to the San Jose Blackford Avenue campus. Furthermore, the project would be located in close proximity to the

Milpitas Transit Center, which provides access to BART, light rail, and several bus routes. Given that the project would primarily serve older, high school-age students, the proximity of these facilities would increase the probability of transit trips to and from the project site, further reducing VMT. Last, as previously mentioned, school uses are similar to retail uses, in that, the more private schools that are located in a given area, the shorter the student trips between the school and other complementary land uses (such as employment or residential uses). Schools are primarily supporting uses for residential and employment uses, which are the main drivers of trip-making activity. Thus, by providing additional private schools in accessible and centralized locations, the private school student VMT per capita could be expected to decrease.

VMT Conclusions

The proposed project meets two of the criteria outlined in the City VMT guidelines for project screening. First, the project would constitute a local serving use, as it would primarily serve the surrounding residents, act as a feeder school for existing Stratford schools within the City, and would be less than 100,000 square feet. This is consistent with a prior finding from the City that the Stratford School at 125 North Milpitas Boulevard was determined to be local serving. Second, the project is consistent with the approved land use for the site identified in the MMSP, which includes educational uses and was cleared environmentally by the City's MMSP SEIR. The transportation impacts of the MMSP have already been identified and mitigated to the extent feasible. The project would be required to implement a TDM program and other types of fees adopted by the City. Therefore, given the City's screening criteria, prior finding regarding private school projects, and that the use for the site is already cleared environmentally, the impacts of the project on VMT are considered *less than significant*.

Because the City guidelines state that school projects *may* require detailed analysis of VMT impacts, further analysis was conducted to confirm the results of the VMT screening assessment. The VMT impacts of the proposed project were evaluated in terms of its effects on staff and student VMT. For staff, the employment VMT from the site would be reduced by approximately 1,473 vehicle-miles per day relative to the existing use. For students, the proposed project would provide an alternate location for Stratford school students to continue their education without traveling to a more distant location, thus reducing VMT per capita at Stratford schools. This effect is similar to what occurs when local-serving retail projects are constructed, which are presumed to have a less than significant impact on VMT. Thus, the detailed VMT analysis supports the finding that project's overall impact to VMT is considered *less than significant*.

Pedestrians, Bicycles and Transit

Pedestrian Facilities

Sidewalks are provided on most of the roadways surrounding the project site. There are existing sidewalks on the east side of Great Mall Parkway, both sides of Mustang Drive, south side of Great Mall Drive, east side of Falcon Drive and the north side of Montague Expressway. The signalized intersections at Great Mall Parkway/Mustang Drive and Great Mall Parkway/Montague Expressway provide crosswalks, curb ramps, and pedestrian-actuated pedestrian-crossing phases on all approaches. The unsignalized intersections surrounding the project site have a marked crosswalk on at least one of the approaches. There is also an existing pedestrian pathway that runs parallel to and south of Mustang Drive along the northwestern boundary of the project site connecting Great Mall Parkway to Great Mall Drive. Although there is no existing sidewalk on the west side of Falcon Drive, there would be direct pedestrian connections between the project site and the nearby BART/LRT stations. The project would install a pedestrian/bike gate that would provide a direct link

for students to access the sidewalk along Great Mall Parkway, adjacent to the new artificial turf field, between the proposed school and the existing school to the south. Pedestrians and cyclists to/from the Great Mall/Main LRT station could access the project site via the existing sidewalk along the east side of Great Mall Parkway and the pedestrian bridge near South Main Street. Alternatively, they could access the South Milpitas LRT station via sidewalks on Great Mall Parkway and the at-grade signalized pedestrian crossing at South Milpitas Boulevard. Pedestrians and cyclists to/from the Milpitas BART station could access the project site via either the pedestrian bridge at Piper Drive and the sidewalk along the north side of Montague Expressway or use the signalized crosswalk across Montague Expressway at Great Mall Parkway. The preferred route to/from the BART station would be to use the pedestrian bridge near Piper Drive, as it would not require students to cross the busy signalized intersection of Great Mall Drive/Montague Expressway.

Recommendation: The school should provide educational material to students and staff on safe routes to/from the LRT and BART stations, discouraging them from using the drive aisles of the existing school to the south and from jaywalking across Falcon Drive.

It is anticipated that the volume of pedestrians generated by the project would not exceed the carrying capacity of the existing sidewalks and crosswalks on streets surrounding the site. The project would not remove any pedestrian facilities, nor would it conflict with the City of Milpitas *Trail, Pedestrian and Bicycle Master Plan*. Accordingly, the project would have no significant impact on pedestrian facilities.

Bicycle Facilities

Near the project site, Class II bike lanes are located on both sides along Great Mall Parkway, McCandless Drive, and on South Milpitas Boulevard. The project would provide a total of 96 onsite bicycle parking spaces between the proposed project site and the existing Stratford school to the south, so that they can be used by students and staff of both schools. It is anticipated that the volume of cyclists generated by the project would not exceed the carrying capacity of the existing bike facilities surrounding the site. In addition, the project would not remove any bicycle facilities, nor would it conflict with the City's *Trail, Pedestrian and Bicycle Master Plan*. Thus, the project would have no significant impact on bicycle facilities.

Transit Facilities

The project would be located in close proximity to the Milpitas Transit Center, which provides access to BART, light rail, and several bus routes. Given that the project would primarily serve older, high school-age students, the project would generate some transit trips made by students and staff. However, the volume of transit trips generated by the project is not expected to exceed the carrying capacity of the existing transit services to the site. The project, by itself, would not require additional transit service to the area or improvements to existing transit service frequencies. Nor would the project preclude, modify, or otherwise affect existing or proposed transit projects or policies identified by the Valley Transportation Authority (VTA). Therefore, the proposed project would not create an adverse impact to transit services in the area.

Emergency Access

The proposed project would not reroute or change any of the City streets in its vicinity that would impact emergency vehicle access to properties in the area. In addition, the proposed project would maintain the site's existing driveways, which would accommodate emergency vehicles. Thus, the project would not result in a significant impact to emergency vehicle access.