



REGULAR MEETING OF THE MILPITAS CITY COUNCIL



AGENDA

TUESDAY, OCTOBER 1, 2024

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

5:30 PM (CLOSED SESSION)

7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-2400

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3072

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

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

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

Meeting shall be livestreamed - Go to:

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

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

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

PUBLIC COMMENT INSTRUCTIONS

Oral public comments may only be provided live during the City Council meeting in person, 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_LCPzqApbTtaW9rEh6fmYEA

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

MILPITAS CITY COUNCIL CODE OF CONDUCT

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

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

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH 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) CONFERENCE WITH LEGAL COUNSEL - Existing Litigation

Existing Litigation Pursuant to Government Code § 54956.9(d)(2)
In the Matter of *McHarris vs. City of Milpitas*, Superior Court of California, County of Santa Clara,
Case No. 23CV427505
City as Defendant

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 (Mayor Montano)

PRESENTATIONS (7:05 PM)

- Fire Prevention Week - October 6-12 (Proclamation)
- Indigenous Peoples' Day - October 14 (Proclamation)
- Hindu American Awareness and Appreciation Month (Proclamation)
- California Clean Air Day (Proclamation)
- Youth Essay Contest Certificates

PUBLIC FORUM (7:20 PM)

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

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT

APPROVAL OF AGENDA

CONSENT CALENDAR (7:25 PM)

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

- C1. Receive City Council Calendar of Meetings for October 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

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

- C2. Approve City Council Meeting Minutes of September 17, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Recommendation: Approve City Council Meeting minutes of September 17, 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. Review and Accept the 2024 Legislative Season Action Report, Including an Update on 2024 State and Federal Earmark Requests (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

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

- C6. Approve Travel to Long Beach, CA, for Mayor Carmen Montano and City Manager Ned Thomas to Attend the League of California Cities Annual Conference and Expo to be Held on October 16 – 18, 2024 (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Recommendation: (1) Authorize and approve travel to Long Beach, CA, for Mayor Carmen Montano to attend the League of California Cities Annual Conference and Expo, from October 16 – 18, 2024, for a not-to-exceed amount of \$3,000; and (2) Authorize and approve travel to Long Beach, CA, for City Manager Ned Thomas to attend the League of California Cities Annual Conference and Expo, from October 16 – 18, 2024, for a not-to-exceed amount of \$3,000.

- C7. Adopt a Resolution Approving the FY 2024-25 Development and Storm Impact Fee Schedule (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: Item has been taken off calendar.

- C8. FY 2023-24 Fourth Quarter Financial Status Report, Fund Balances and Related Budget Actions to Close FY 2023-24 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: (1) Review and accept the FY 2023-24 Quarterly Financial Status Report for the quarter ending June 30, 2024 (unaudited); and (2) Approve related budget actions to close FY 2023-24

- C9. Authorize the City of Milpitas to Join with Other Public Agencies as a Shareholder of the California Asset Management Trust (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: (1) Adopt a resolution for the City of Milpitas to join with other Public Agencies as a Shareholder of the California Asset Management Trust, a Joint Powers Authority, to invest in shares of the Trust; and (2) Authorize the City Manager, the Assistant City Manager and the Finance Director or

their designees to execute any required documents, including the California Asset Management Trust Declaration of Trust.

- C10. Adopt a Resolution Approving a Site Development Permit and PUD Amendment Permit to Develop a New One-and-a-Half Story Single-Family Residence and to Deviate from the Approved Designs, on a Vacant 1-Acre Lot Located in the R1-H Single-Family Residential Zoning District with a Hillside Combining District at 1327 Terra Vista Court (Staff Contact: Jay Lee, Planning Director, 408-586-3077)**

Recommendation: Consider the exemption in accordance with CEQA and adopt a resolution approving Site Development Permit No. SD23-0004 and Planned Unit Development Amendment No. PA24-0001 to allow the development of a new single-family residence at 1327 Terra Vista Court, subject to the attached Conditions of Approval.

- C11. Adopt a Resolution to Approve Project Agreement and Specifications and Authorize the City Manager to Execute an Agreement with West Coast Arborists, Inc., for Tree Maintenance Services (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

Recommendation: Adopt a resolution to (1) approve project agreement and specifications; (2) authorize a three-year agreement to the most responsive, responsible proposer, West Coast Arborists, Inc., in an annual not-to-exceed amount of \$480,000, for a total not-to-exceed amount of \$1,440,000; and (3) authorize the City Manager to execute the agreement with West Coast Arborists, Inc., subject to the annual appropriation of funds.

- C12. Authorize the City Manager to Execute the Fee Reimbursement Agreement for Sanitary Sewer Sectional Liner Improvements at the Frontage of the 1355 California Circle Project by Pulte Home Company, LLC (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: (1) Authorize the City Manager to Execute the Fee Reimbursement Agreement for Sanitary Sewer Sectional Liner Improvements at the 1355 California Circle Project by Pulte Home Company, LLC; and (2) Approve budget appropriation in the amount of \$551,995.20 to the non-departmental operating budget in the Sewer Infrastructure Fund.

- C13. Adopt a Resolution Authorizing the Purchase of a Cleaning and Excavation Truck from Owen's Equipment through a Sourcewell Cooperative Purchase Agreement (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

Recommendation: Adopt a resolution authorizing the purchase of a cleaning and excavation truck for the Public Works Department from Owen's Equipment through a Sourcewell Cooperative Purchase Agreement in an amount not-to-exceed \$677,713.

- C14. Receive an Update on the Security Improvements at the McCarthy Ranch Sewer Lift Station (Main Lift) and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

Recommendation: (1) Receive an update on the security improvements at the McCarthy Ranch Sewer Lift Station; and (2) Determine by a four-fifths vote that the condition continues to constitute an emergency.

COMMUNITY DEVELOPMENT (7:30 PM)

- 15. Receive a Progress Report and Provide Feedback to Staff on Topics and Policy Considerations Related to Phase 2 of the Comprehensive Zoning Ordinance Update (Staff Contact: Jay Lee,**

Planning Director, 408-586-3077; and Holly Pearson, Senior Special Projects Associate, 408-609-0072)

Recommendation: Receive a progress report on work completed to date on Phase 2 of the Comprehensive Zoning Ordinance Update and provide feedback to staff on key issues and policy considerations for Phase 2 of the zoning update work.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (8:30 PM)

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

ADJOURNMENT (8:35 PM)

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

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

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

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

APPLY TO SERVE ON A CITY COMMISSION

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

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

September 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					

MILPITAS CITY COUNCIL CALENDAR

October 2024

November 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	29	29	30

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		6:00 PM -Closed Session 7:00 PM -City Council	1:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Virtual) 5:30 PM -Veterans Commission (CM) 7:00 PM - Community Housing Commission (EC)	5:30 PM -Santa Clara VTA Board of Directors (CM)	9:00 AM to 2:30 PM -8 th Annual Manufacturing Day Event (McCarthy Blvd. area) (CM, morning) (HL, afternoon)	
6	7:00 PM -Parks, Recreation & Cultural Resources Commission (HL)		7:00 PM -Silicon Valley Clean Energy Board of Directors (EC) (Cupertino) 7:00 PM -Planning Commission	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 (Los Altos) (CM) 6:00 PM -Youth Advisory Commission (HL) 7:00 PM -Cities Assoc of SCC Board of Directors (CM) (Los Altos)	9:00 AM -Valley Water Summit (CM) (Santa Clara) 4:00 PM -City/School Collaborative Subcommittee (CM/EC) (City Hall)	
13	4:30 PM -Economic Development and Trade Commission (CM)	6:00 PM -Closed Session 7:00 PM -City Council	6:00 PM -Energy and Environmental Sustainability Commission (EC)			
20	7:00 PM -Science, Technology, and Innovation Commission (GB)	1:30 PM -Senior Advisory Commission (CM) 5:30 PM -Place Holder for a Special City Council Meeting (Approved on Nov 2023 Council meeting)	12:00 PM -Water Commission Meeting (CM) (San Jose) 5:30 PM -Cities Assoc. of SCC - Recycling and Waste Reduction Commission (CM) 7:00 PM -Planning Commission	12:00 PM -SCC Library JPA Board Meeting (CM) (Campbell) 4:00 PM -Transportation Subcommittee (CM/EC)		
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REGULAR MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

TUESDAY, SEPTEMBER 17, 2024

The City Council of the City of Milpitas convened on the regular City Council meeting day in a Regular Meeting of the Milpitas City Council on September 17, 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 6:01 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano, Vice Mayor Chua (6:01 PM), Councilmember Barbadillo (6:02 PM),
Councilmember Lien, Councilmember Phan

ABSENT: None

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

The City Council adjourned to Closed Session at 6:02 PM.

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LEGAL COUNSEL - Anticipated Litigation

Anticipated Litigation Pursuant to Government Code § 54956.9(d)(4)
City as Plaintiff

CLOSED SESSION ANNOUNCEMENT:

The City Council reconvened at 7:12 PM.

Assistant City Attorney Creech reported that the City Council directed the initiation of an action under Government Code Section 54957.1(a), with specifics to be disclosed upon formal commencement, unless doing so jeopardizes legal proceedings or settlement negotiations.

PLEDGE OF ALLEGIANCE

Councilmember Lien led the pledge of allegiance.

INVOCATION

Councilmember Phan provided the invocation.

PRESENTATIONS

Mayor Montano commended Dr. Ramesh Japra and indicated a key to the city would be provided in the near future.

PUBLIC FORUM

There were the following public speakers:

1. Paul Horsager
2. Jean R
3. Laurie Matthews
4. Alicia S.
5. Eric Matthews
6. Sue
7. Dennis Jamison
8. Voltaire Montemayor

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: Mayor Montano / Vice Mayor Chua
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: Councilmember Lien / Councilmember Barbadillo
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 September and October 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Received City Council Calendar of Meetings for September and October 2024.

2. **Approve City Council City Council Meeting Minutes of September 3, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Approved City Council Meeting minutes of September 3, 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. Adopt Ordinance 314, Adding Chapter 15 (“Residential Trespass, Canvassing and Solicitation”) to Title V (“Public Health, Safety and Welfare”) of the Milpitas Municipal Code Relating to Solicitation on Residential Property (Staff Contact: Michael Mutalipassi, City Attorney, 408-586-3040)

(1) Waived second reading and adopted **Ordinance 314**, which would add Chapter 15 to Title V of the Milpitas Municipal Code to prohibit the trespass of canvassers, solicitors and others on residential property; and, (2) Made findings of exemption from environmental review pursuant to CEQA Guidelines §§15061(b)(3), 15183, 15305, and 15378.

6. Appointment of Voting Delegates for the Annual California League of Cities Conference (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

Appointed Mayor Carmen Montano as the City’s voting delegate and City Manager Ned Thomas as the alternate voting delegate for the 2024 Annual League of California Cities Conference.

7. Adopt a Resolution Approving the City of Milpitas Investment Policy for Fiscal Year 2024-25 (Staff Contact: Luz Cofresí-Howe, Director of Finance, 408-586-3111)

Adopted **Resolution No. 9354** approving the City of Milpitas Investment Policy for FY 2024-25.

8. Authorize the City Manager to Execute an Agreement with Staples Contract & Commercial LLC for Office Supplies (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

Authorized the City Manager to execute an agreement with Staples Contract & Commercial LLC for Office Supplies through a Sourcewell Cooperative Procurement Agreement for a five-year period in a not-to-exceed amount of \$725,000.

9. Adopt a Resolution Granting Acceptance of the Alviso Adobe House HVAC System, Project No. 5055, Authorizing the City Engineer to File a Notice of Completion, and Authorizing the City Engineer to Issue a Notice of Final Acceptance After the One-Year Warranty Period (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Adopted **Resolution No. 9355** granting acceptance of the Alviso Adobe House HVAC System, Project No. 5055, authorizing the City Engineer to file a Notice of Completion and authorizing the City Engineer to issue a Notice of Final Acceptance after the one-year warranty period.

10. Receive an Update on the Security Improvements at the McCarthy Ranch Sewer Lift Station (Main Lift) and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)

(1) Received an update on the security improvements at the McCarthy Ranch Sewer Lift Station; and
(2) Determined by a four-fifths vote that the condition continues to constitute an emergency.

PUBLIC HEARINGS

11. Conduct a Public Hearing and Approve the Draft FY 2023-2024 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) (Staff Contact: Robert Musallam, Housing Official, 408-586-3275)

Housing Official Musallam presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Angelica Holguin
2. Alaina Purcell
3. Jonathan
4. Georgia

Mayor Montano closed the public hearing.

Vice Mayor Chua expressed her thanks to the non-profits in attendance and to Housing staff.

After discussion, motion: to approve the draft FY 2023-2024 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); and authorize the City Manager, or designee, to make any necessary changes and submit the approved draft FY 2023-2024 CAPER to the U.S. Department of Housing and Urban Development (HUD) to comply with CDBG requirements.

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

LEADERSHIP AND SUPPORT SERVICES

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

Assistant City Manager Cano presented the report and provided direction on the prioritization process.

Vice Mayor Chua added clarification on Item CC 03 (Animal Cruelty), and also asked to research resident concerns about the proliferation of feral cats in certain areas of the city.

There were the following public speakers:

1. Voltaire Montemayor

In Round 1, the City Council voted to prioritize the following items:

CC 01 - Accessory Dwelling Unit Ordinance to Allow Condominium Conversions

CC 02 - Explore potential purchase of property on Main Street

Vice Mayor Chua asked the City Council to also consider prioritizing CC 03 - Humane Treatment of Animals. There was unanimous consensus to prioritize CC 03.

Councilmember Lien asked that in consideration of the ADU Ordinance, the City look into location and parking availability. In the potential purchase of property on Main Street, she asked for information regarding zoning and whether it would generate revenue and/or jobs.

Vice Mayor Chua asked for information on possible funding for the potential purchase of the Main Street property.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

City Manager Thomas announced the upcoming Lantern Festival and highlighted several additional Recreation and Community Services projects.

ADJOURNMENT

Mayor Montano adjourned the meeting at 8:26 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 9/27/2024

October 15, 2024 – Regular Meeting

CLOSED SESSION

- City Manager Annual Performance Review

INVOCATION (Mayor Montano)

PRESENTATION

- Breast Cancer Awareness Month (Proclamation)
- Diwali – October 31 (Proclamation)
- Milpitas Olympians, MHS Cross County Captains and Coaches

CONSENT CALENDAR

1. Receive City Council calendar for October and November 2024 (City Clerk)
2. Approve City Council meeting minutes of October 1, 2024 (City Clerk)
3. Preview list of items for November 5, 2024 (City Clerk)
4. Councilmember Request List (City Clerk)
5. City Manager Travel to CCMF New City Manager's Seminar in Pasadena, CA (City Manager)
6. Contract Award for Fire Station No. 1 Fire Service Upgrade (Public Works / Engineering)
7. Emergency Declaration Update - Main Sewer Lift Station Security Measures (Public Works)
8. Commission Workplans (Recreation)
9. Suicide Prevention Task Force Update (Recreation)

COMMUNITY SERVICES

10. Survey Results for Street Sweeping Pilot (Public Works)

LEADERSHIP AND SUPPORT SERVICES

11. FY 2024-25 Development and Storm Impact Fee Schedule (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	Explore funding options for new signage following the decision to rename the Milpitas Library to the Milpitas Jose Esteves Library	Barbadillo	9/3/2024	An update on this item will be included in the next quarterly prioritization update.
2	Send a letter to Supervisory Otto Lee regarding the weeds on Montague Expressway	Montano	8/13/2024	An update on this item will be included in the next quarterly prioritization update.
3	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	The recognition is scheduled to be presented at the 10/15/2024 City Council meeting.

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
4	Update the animal control ordinance to include other animals such as horses and cats	Chua	9/3/2024	This item was approved to move forward at the 9/17/2024 City Council prioritization.
5	Look into a property for sale on Main Street to investigate the cost and feasibility of creating a museum for downtown or Old Town Main Street as part of the revitalization efforts.	Montano	8/13/2024	This item was approved to move forward at the 9/17/2024 City Council prioritization.
6	Look into adopting an ordinance similar to San Jose allowing ADUs (Accessory Dwelling Units) to have a separate title and be sold separately.	Chua	8/13/2024	This item was approved to move forward at the 9/17/2024 City Council prioritization.
7	Conduct a traffic study on Escuela Parkway to address circulation concerns	Montano	5/7/2024	An update on this item will be included in the next quarterly prioritization update.
8	Explore the possibility of augmenting the Planning Commission stipend	Barbadillo	4/16/2024	An update on this item will be included in the next quarterly prioritization update.
9	Consideration of the 20% Low Income Below Market Rate Housing	Montano	12/5/2023	An update on this item will be included in the next quarterly prioritization update.
10	Bring back Bingo and the Tour at the Senior Center	Chua	11/7/2023	An update on this item will be included in the next quarterly prioritization update.
11	Referral for utility infrastructure cost on Main Street from Carlo to Corning Streets	Montano	10/17/2023	An update on this item will be included in the next quarterly prioritization update.
12	Main Street International Festival	Lien	10/3/2023	An update on this item will be included in the next quarterly prioritization update.
13	Explore taking steps towards becoming a Charter City	Phan	9/5/2023	An update on this item will be included in the next quarterly prioritization update.
14	Pickleball Pilot Project	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
15	Main Street Infrastructure Projects	Montano	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
16	Main Street Flooding at Library	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
17	Have the City look into the possibility of a Citywide Senior Discount	Barbadillo	2/7/2023	An update on this item will be included in the next quarterly prioritization update.
18	City Manager to look into defining either a standalone teen center or updating information to	Chua	9/20/2022	An update on this item will be included in the next quarterly prioritization update.
19	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 on this item will be included in the next quarterly prioritization update.
20	Quarterly or Monthly crime statistics on Homekey Project	Chua	6/7/2022	An update on this item will be included in the next quarterly prioritization update.
21	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022	An update on this item will be included in the next quarterly prioritization update.
22	Evaluate reopening the childcare center with a non-profit organization running the center	Montano	2/1/2022	An update on this item will be included in the next quarterly prioritization update.

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:
23	Staff to look into mural Art on Great Mall Parkway on the VTA owned Light rail pillars	Montano	11/16/2021	An update on this item will be included in the next quarterly prioritization update.
24	Have a picture of Albert Vogel Sr. put up in the Senior Center	Montano	10/19/2021	An update on this item will be included in the next quarterly prioritization update.
25	Include a bust of Maria Lemire on the Mural in front of the Senior Center	Montano	8/17/2021	An update on this item will be included in the next quarterly prioritization update.
26	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:	Review and Accept the 2024 Legislative Season Action Report, including an Update on 2024 State and Federal Earmark Requests (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	10/1/2024
Recommendation:	Review and accept the 2024 Legislative Season Action Report, including an update on 2024 State and Federal Earmark Requests.

BACKGROUND:

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

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

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

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

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

On May 21, 2024, Agenda Item C7 of the City Council meeting included a status of the one-time funding or "earmark" requests the City made to State and Federal representatives in calendar year 2024. An update on the status of these requests is included in the analysis section of this Agenda Report.

ANALYSIS:

Per the City Policy, staff are providing the 2024 legislative season action updates to the Council. This report covers legislative advocacy including preparation and issuance of letters of support, and opposition of bills under consideration by the California legislature, as well as successful advocacy of earmarked Federal and State funding.

Legislative Advocacy – Letters Issued to the State Legislature

Based on the Policy and its Legislative Guiding Principles, staff recommended a support or oppose position on 22 bills for the Mayor's signature. Consistent with the Policy, Mayor Carmen Montano signed the letters supporting or opposing these bills. The letters are included as Attachment B of this report.

The table below provides a summary of the measures the City opposed or supported, including the number, description of the measure, the City position and primary City Legislative Guiding Principle guiding support or opposition to the measure.

Item No.	Measure	Measure Title	Measure Description	City Position	Primary Legislative Guiding Principle
1	NA	Landline Advocacy	Mayor Montano sent a letter to the California Public Utilities Commission advocating for the continued maintenance of landline service for our residents.	NA	7. Support and Promote Inclusive Communities
2	NA	Sea Level Rise	Mayor Montano co-signed a letter sponsored by Valley Water that advocated for restoration of funding for the State Coastal Conservancy to administer shovel-ready flood protection and shoreline restoration projects in the San Francisco Bay Area region.	NA	8. Promote Livability & Environmental Stewardship
3	NA	BAHFA Coalition Letter	Mayor Montano co-signed a letter from Santa Clara County Mayors which requested further transparency from Santa Clara County regarding how potential funding from the Bay Area Regional Housing bond could be allocated. This bond was subsequently removed from the Bay Area County ballots in early August 2024.	NA	3. Support Efforts to Create Affordable Housing
4	AB 2584	Corporate-Owned Single-Family Homes [Single-family residential real property: corporate entity: ownership]	This bill clears a path for first-time and working-class homebuyers by prohibiting financial firms that own more than 1,000 homes from buying more single-family properties.	Support	3. Support Efforts to Create Affordable Housing
5	SB 933	Child AI Safety	SB 933 prohibits individuals from possessing and distributing explicit, abusive images of children that have been generated by artificial intelligence(AI).	Support	2. Support Efforts to Keep Milpitas Safe
6	SB 980	The Smile Act	The Smile Act aligns law with regulations regarding crowns, and ensures dental implants are a covered benefit under Medi-Cal.	Support	7. Support and Promote Inclusive Communities
7	SB 982	Organized Theft Sunset Removal	SB 982 will eliminate the January 1, 2026 sunset to sustain the crime of organized theft.	Support	2. Support Efforts to Keep Milpitas Safe
8	SB 926	Safeguarding Against Digitized Misrepresentation [Crimes: distribution of intimate images]	SB 926 expands current revenge porn law by prohibiting the unauthorized distribution of artificially created sexually explicit images with the intention of causing serious emotional distress of the person depicted in the image.	Support	2. Support Efforts to Keep Milpitas Safe
9	SB 1037	Planning & Zoning: Housing Element: Enforcement	This measure would fine jurisdictions up to \$50,000 a month for either not having a compliant housing element or for disregarding any state law regarding the ministerial approval process of an affordable housing project even if the jurisdiction is acting in good faith.	Oppose	3. Support Efforts to Create Affordable Housing

Item No.	Measure	Measure Title	Measure Description	City Position	Primary Legislative Guiding Principle
10	SB 1123	Planning and Zoning: Subdivisions: Ministerial Review	This bill would prohibit, if a local agency chooses to permit accessory dwelling units and junior accessory dwelling units, those units from counting as residential units for purposes of the requirement that a housing development project on the lot proposed to be subdivided will contain 10 or fewer residential units. The bill would remove the requirement that the lot is zoned for multifamily residential development and would instead require that before July 1, 2025, the lot be zoned for multifamily residential dwelling use and on or after July 1, 2025, the lot either be zoned for multifamily residential dwelling use or vacant, as defined, and zoned for single-family residential development.	Oppose	1. Protect Local Control
11	SB 1886	Housing Element Law: Substantial Compliance: Housing Accountability Act	This measure would allow the Builder's Remedy to begin as soon as the Department of Housing and Community Development or a court determines a jurisdiction's housing element is out of compliance and past the due date.	Oppose	3. Support Efforts to Create Affordable Housing
12	SB 937	Development Projects: Permits and other Entitlements: Fees & Charges	This measure would limit the ability of local governments to collect mitigation fees on affordable housing projects when either a certificate of occupancy is issued, or once construction commences for the projects for which the fees will be used.	Oppose	4. Support City's Vision for Strategic, Sustainable and Smart Growth
13	SB 21	Controlled Substances	This bill would provide that if a person is convicted of fentanyl-related drug offenses they would be required to receive a written advisory on the danger of the controlled substance. And, if a person dies because of that action, the manufacturer or distributor can be charged with manslaughter or murder.	Support	2. Support Efforts to Keep Milpitas Safe
14	AB 573	Organic Waste	This measure would grant flexibility to local jurisdictions in meeting its SB 1383 (Organic Waste and Methane Emissions Reduction Goals) organic product procurement requirements. In an effort to drive market development for organic waste products such as mulch and compost under SB 1383, CalRecycle established regulations for local jurisdictions to procure specific amount of specified organic waste products. These requirements became effective on January 1, 2024.	Support	8. Promote Livability & Environmental Stewardship

Item No.	Measure	Measure Title	Measure Description	City Position	Primary Legislative Guiding Principle
15	SB 1147	Drinking Water: Microplastic Levels	Require a study of the health effects of microplastics in drinking water and bottled water and, after completion of the study, development of public health goal for microplastics in drinking water. In response to rising concerns over the potential impacts of microplastics, the State has begun efforts to reduce the introduction of microplastics into the environment, ocean, and aquatic systems. However, additional study is now needed to close data gaps about presence and impact of microplastics in drinking water and bottled water that will lead to the establishment regulatory limits that will reduce the exposure and ingestion of microplastics and further protect public health.	Support	8. Promote Livability & Environmental Stewardship
16	SB 1143	Paint products: stewardship program	Each support reducing landfilled materials and landfill emissions such as by eliminating a loophole in the state's single use bag prohibition, standardizing and simplifying food quality/safety labels what could reduce food waste and supports efforts to divert organics from landfills, and by expanding manufacturer funded programs for the collection and safe disposal of paint products	Support	8. Promote Livability & Environmental Stewardship
17	AB 1053	Recycled Paper Bags: standards: carryout bag prohibition		Support	8. Promote Livability & Environmental Stewardship
18	AB 660	Food and Beverage Products: labeling: quality dates, safety dates and sell-by dates		Support	8. Promote Livability & Environmental Stewardship
19	AB 2346	Community Compost Procurement		Support	8. Promote Livability & Environmental Stewardship
20	AB 3233	Oil and Gas: operations: restrictions: local authority	Affirms local control over oil and gas operations within its jurisdiction.	Support	8. Promote Livability & Environmental Stewardship
21	SB 903	Environmental Health: product safety	This measure would phase out, and starting on January 1, 2032, prohibit the distribution and sale in the state of a product that contains intentionally added per- or poly-fluoroalkyl substances (PFAS) unless the use of PFAS is currently unavoidable as defined.	Support	8. Promote Livability & Environmental Stewardship
22	AB 98	Planning and Zoning: logistic use: truck routes	The bill, unless specific standards are met, would significantly limit new or expanded logistics use developments and warehouses on existing and rezoned industrial sites within 900 feet of sensitive receptors. This could lead to a drastic reduction in economic development and job opportunities. The bill would also require all local governments to update their circulation elements logistic use development information, including truck routes, signage, parking, and idling. It would authorize the Attorney General to fine local jurisdictions up to \$50,000 every six months if non-compliant.	Oppose	4. Support City's Vision for Strategic, Sustainable and Smart Growth

State and Federal Earmark Funding requests

This report provides an update on earmark requests submitted to the City of Milpitas Federal and State representatives for potential funding in the upcoming State and Federal budget process.

Most years, earmark funding is available at the State and Federal levels. In the 2023 legislative session, the City received \$2.1 million in earmark funding as follows:

1. Milpitas SMART Program (\$1.6 million from State of California)
2. Main Street Infrastructure (\$500,000 from the Federal Government).

The below table provides information on which project earmark requests were submitted to each representative. Different projects were submitted to each representative based on a combination of feedback from the offices of the representatives, the City's legislative consultant and City staff review and analysis.

Project Name	United States Senator Laphonza Butler	United States Senator Alex Padilla	United States Representative Ro Khanna	State Senator Aisha Wahab	State Senator Alex Lee
Milpitas Sports Center Bleachers Replacement	✓				✓
Fire Department Urban Search & Rescue Vehicle	✓	✓	✓	✓	✓
Milpitas Community Center Resiliency Project	✓	✓		✓	✓
Milpitas Main Street Revitalization	✓	✓	✓	✓	✓
Sandalwood Park Rehabilitation	✓				✓
Calaveras Road Widening		✓	✓		✓
Cardoza Park Softball Fields					✓

Staff has received preliminary feedback from State representatives that State earmarks likely will not be available this year due to the budget shortfall.

Representative Khanna moved forward a request for \$1.9 million dollars for the Main Street Revitalization and Safety Project. Unfortunately, this request was reduced to \$250,000 in the House of Representatives Appropriations Committee and is still going through final approvals. If the request gets approved at this lower dollar amount, staff will reach out to local and State representatives to determine options on how the City would be able to spend the funding, as it would not be sufficient to implement the intended project. Additionally, it does not appear the requests made to Senators Butler and Padilla are moving forward.

Staff will continue to check on the status of these requests on a regular basis and keep the Mayor and City Council informed of any updates.

FISCAL IMPACT:

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

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

RECOMMENDATION:

Review and Accept the 2024 Legislative Season Action Report, including an Update on 2023 State and Federal Earmark Requests.

Attachment(s):

- (a) Legislative Advocacy Policy
- (b) Legislative Advocacy Letters sent in 2024



CITY OF MILPITAS

Revision	Date
Original	5/18/2021

CITY COUNCIL POLICY

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

1. PURPOSE

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

2. POLICY

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

3. DEFINITIONS

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



CITY OF MILPITAS

Revision	Date
Original	5/18/2021

LEGISLATIVE ADVOCACY POLICY / POLICY # 1-2

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

4. PROCEDURE

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



CITY OF MILPITAS

Revision	Date
Original	5/18/2021

LEGISLATIVE ADVOCACY POLICY / POLICY # 1-2

CITY OF MILPITAS – LEGISLATIVE GUIDING PRINCIPLES

1. Protect Local Control

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

2. Support Efforts to Keep Milpitas Safe

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

3. Support Efforts to Create Affordable Housing

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

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

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

5. Protect and Increase Local Funding, No Unfunded Mandates

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

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

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

7. Support and Promote Inclusive Communities

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



CITY OF MILPITAS

Revision	Date
Original	5/18/2021

LEGISLATIVE ADVOCACY POLICY / POLICY # 1-2

8. Promote Livability and Environmental Stewardship

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

9. Promote Investment in Infrastructure

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



February 8, 2024

President Alice Busching Reynolds
505 Van Ness Avenue
San Francisco, CA 94102

RE: Notice of Pending Regulatory Application: Application 23-03-003

Dear CPUC President and Commissioners,

I am writing to express my concern and advocate for the continued support and maintenance of landline telephone services in the Milpitas community. As a longtime resident, I value the stability and reliability that landlines offer.

While advancements in technology have led to the widespread adoption of mobile phones and internet-based communication platforms, landlines continue to play a vital role, especially in emergencies and for certain demographics in our community.

Older Population

- 14.2% of Milpitas population is aged 65 years and up (11,300+ individuals), 2020 Census

Many elderly individuals are more comfortable and familiar with landline phones. The simplicity of landlines makes them an essential communication tool for seniors, especially during emergencies.

Disabled Population

- 7.7% of Milpitas population are disabled or have limited mobility (6,000+ individuals), 2020 Census

Individuals with disabilities or limited mobility may find it challenging to use mobile devices. Landlines with accessible features such as large buttons and amplified sound make it more user-friendly for this demographic.

Emergency Situations

During natural disasters or power outages, landlines remain operational when other communication channels fail. Emergency services and first responders rely on landlines to coordinate efforts and provide crucial assistance in times of crisis.



Support for Alarm Systems and Medical Devices

Numerous home alarm systems, medical alert devices, and other critical safety equipment depend on landline connections.

Low-Income Households

Not everyone can afford the latest smartphones or stable internet connections. Landlines offer an affordable alternative for families facing financial constraints, ensuring they can stay connected without compromising on essential communication.

Landlines continue to serve a unique and irreplaceable role in Milpitas. As the CPUC considers future telecommunications policies, I urge you to prioritize the preservation and enhancement of landline services to meet the diverse needs of our community.

Thank you for your attention to this matter. I appreciate the CPUC's dedication to ensuring the availability of reliable and affordable communication services for all Californians.

Sincerely,



Carmen Montano
Mayor, City of Milpitas

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

The Honorable Mike McGuire
President Pro-Tempore
California State Senate

The Honorable Robert Rivas
Speaker of the Assembly
California State Assembly

The Honorable Scott D. Wiener
Chair, Senate Budget Committee
California State Senate

The Honorable Jesse Gabriel
Chair, Assembly Budget Committee
California State Assembly

The Honorable Josh Becker
Chair, Senate Budget Subcommittee 2
California State Senate

The Honorable Steve Bennett
Chair, Assembly Budget Subcommittee 4
California State Assembly

Re: FY 2024 Proposed Budget cuts to Funding for State Coastal Conservancy to Address Sea Level Rise

Dear President Pro-Tempore McGuire, Speaker Rivas, Senator Wiener, Senator Becker, Assemblymember Gabriel and Assemblymember Bennett:

Thank you for your continued dedication to advancing a climate resilient California. We write to you today as local leaders in the San Francisco Bay Area, collectively representing more than seven million residents about a matter vital to the safety and quality of life of the communities we serve. Sea level rise in the region is putting hundreds of thousands of residents in harm's way and directly jeopardizing billions of dollars of assets if immediate action is not taken. We respectfully request your support in restoring the proposed cut of \$392 million from the FY 2023-24 state budget for the State Coastal Conservancy to administer shovel-ready flood protection and shoreline restoration projects in the San Francisco Bay Area region.

By 2030, sea levels are anticipated to rise half a foot, and draft state estimates anticipate the ocean and San Francisco Bay to rise by as much as 14 inches above the year 2000 baseline by 2050. Major storms like the atmospheric rivers that the Bay continues to experience will exacerbate the problem. A recent report found that the Bay Area will need an estimated \$110 billion to protect the shoreline from sea level rise and storm flooding. Failure to act quickly increases the price tag—delayed mitigation could cost the region over \$230 billion.

Low-lying coastal regions of the Bay Area are particularly at risk. An estimated 355,000 Bay Area residents live in a 100-year floodplain that also includes \$46.2 billion in structures; 800 miles of roads and highways; 70 miles of critical rail lines; 46 wastewater plants; 35 schools; and 15 hospitals. Some of the Bay Area's biggest companies — including Google, Facebook and Cisco Systems — are also at risk. What's more, coastal inundation is expected to increase the salinity of our groundwater and mobilize toxins currently located at contaminated coastal sites across the Bay—further jeopardizing the water supply, health, and livelihoods of Bay Area residents.

The California Coastal Conservancy has already identified approximately \$600 million dollars in shovel-ready flood protection and restoration projects in the Bay Area alone that need immediate funding. These projects and restoration efforts need to be in place by 2030 to protect vulnerable communities and critical habitat from inundation. Further, the faster we implement wetland restoration projects around the Bay, the longer these natural systems will have to sequester carbon from the atmosphere, providing a critical nature-based solution to support California's greenhouse gas reduction goals.

Thank you for considering this request. We stand ready to work with you to boost state budget funding for accelerating urgent climate adaptation in the Bay Area.

Signed,



OFFICE OF MAYOR CARMEN MONTANO

City of Milpitas

408.586.3000

455 E. Calaveras Blvd.
Milpitas, CA 95035

www.milpitas.ca.gov

July 10, 2024

The Honorable Thomas Umberg
Chair, Senate Judiciary Committee
1021 O Street, Suite 8220
Sacramento, CA 95814

Re: AB 2584 (Lee) – Single-family residential real property: corporate entity: ownership
Notice of SUPPORT

Dear Chair Umberg,

On behalf of **the City of Milpitas**, I write in support of **Assembly Bill 2584**. The bill clears a path for working-class homebuyers by prohibiting large corporate real estate firms that own more than 1,000 homes from buying additional homes and converting them to rentals. Home prices have soared in the state of California and the median home price has risen to \$800,000 in 2024. Only 15% of Californians can afford to buy a home at current costs.

Meanwhile, institutional investors and large real estate firms have gone on a homebuying spree. In 2022, investors purchased 1 in 3 homes that were on the market. In California, large landlords own thousands of single-family properties, primarily buying more affordable homes in cheaper markets. This takes away homebuying opportunities from working families. By passing AB 2584, the state legislature could even the playing field and stop the corporate buy-out of single-family neighborhoods.

The ability of our youth in Milpitas to be able to afford a home in our community is a top priority for our City. For these reasons, the City of Milpitas **supports AB 2584 (Lee)**.

Sincerely,



Carmen Montano
Mayor, City of Milpitas

C: The Honorable Alex Lee
The Honorable Aisha Wahab
Samantha Caygill, Cal Cities Regional Public Affairs Manager, via scaygill@calcities.org
League of California Cities, via cityletters@calcities.org
Milpitas City Council





OFFICE OF MAYOR CARMEN MONTANO

City of Milpitas

408.586.3000

455 E. Calaveras Blvd.
Milpitas, CA 95035

www.milpitas.ca.gov

July 10, 2024

The Honorable Buffy Wicks
Chair, Assembly Appropriations Committee
1021 O Street, Suite 8220
Sacramento, CA 95814

Re: SB 926 (Wahab) – Crimes: child pornography
Notice of SUPPORT

Dear Chair Wicks,

The City of Milpitas is writing to express our strong support for **SB 933 (Wahab)**, which prohibits individuals from possessing and distributing explicit, abusive, images of children that have been generated by artificial intelligence.

The City of Milpitas prides itself in our community for the safety of our children and our entire community.

According to the Stanford Internet Observatory's 2023 report, there are thousands of explicit and abusive images of children hidden within popular AI image-generators. These images make it easier to create explicit and abusive content. Current law does not expressly prohibit the possession or distribution of AI-generated explicit images of actual children.

SB 933 addresses the pressing issue of AI-generated explicit, abusive images of children, clarifying the law to provide effective safeguards. The bill's solutions are straightforward and impactful, aiming to regulate AI-generated images, create a more secure digital environment for children, and protect children and teens.

For all of these reasons, the City of Milpitas **supports SB 926 (Wahab)**, and we respectfully request an "AYE" vote.

Sincerely,

Carmen Montano
Mayor, City of Milpitas

C: The Honorable Aisha Wahab
The Honorable Alex Lee
Samantha Caygill, Cal Cities Regional Public Affairs Manager, via scaygill@calcities.org
League of California Cities, via cityletters@calcities.org
Milpitas City Council





OFFICE OF MAYOR CARMEN MONTANO

City of Milpitas

408.586.3000

455 E. Calaveras Blvd.
Milpitas, CA 95035

www.milpitas.ca.gov

July 10, 2024

The Honorable Buffy Wicks
Chair, Assembly Appropriations Committee
1021 O Street, Suite 8220
Sacramento, CA 95814

Re: SB 980 (Wahab) – The Smile Act
Notice of SUPPORT

Dear Chair Wicks,

The City of Milpitas is writing to express our support of **SB 908 (Wahab) “The Smile Act,”** which will 1) align the law with regulations regarding crows by lowering the statutory age of 21 to match the regulation age of 13, and 2) ensure dental implants are a covered benefit under Medi-Cal.

Providing services to our senior citizens in Milpitas is a major priority for our City.

First, in order to qualify for Medi-Cal, a family must be at 138% of the poverty level. According to the Department of Health Care Services, about one-third of California’s population is enrolled in Medi-Cal. Although Medi-Cal offers a comprehensive list of free or low-cost services to its recipients, per the Medi-Cal 2024 Provider Handbook, **“single tooth implants are not a benefit of the Medi-Cal Dental Program.”** In order for patients to request a dental implant, they have to have an exceptional medical condition like: cancer of the mouth; severe loss of upper and lower jaw bone; skeletal deformities; or traumatic destruction of jaw, face, or head ([Medi-Cal Dental Provider Handbook 2024, page 113](#)).

However, for anyone else who may need an implant, they have to pay for it out of pocket. Families on Medi-Cal are already at the poverty threshold, so they have no financial means to pay thousands of dollars out of pocket for a dental procedure that should be a covered benefit under Medi-Cal. The lack of accessible dental services across California means everyday Californians who are suffering from less dire, but no less significant, dental issues are simply having teeth removed without having that tooth replaced.



The Smile Act enjoys bipartisan support in both the Senate and the Assembly, with several co-authors. This bill is an important step toward ensuring fair and equitable access to dental services for all Californians by 1) guaranteeing dental implants are a covered benefit under the Medi-Cal Dental Program, and 2) aligning the law with regulations regarding crowns by lowering the statutory age of 21 to the regulation age of 13.

For all of these reasons, the City of Milpitas **supports SB 980 (Wahab) “The Smile Act”** and we respectfully request an “AYE” vote.

Sincerely,



Carmen Montano
Mayor, City of Milpitas

C: The Honorable Aisha Wahab
The Honorable Alex Lee
Samantha Caygill, Cal Cities Regional Public Affairs Manager, via scaygill@calcities.org
League of California Cities, via cityletters@calcities.org
Milpitas City Council



OFFICE OF MAYOR CARMEN MONTANO

City of Milpitas

408.586.3000

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July 10, 2024

The Honorable Buffy Wicks
Chair, Assembly Appropriations Committee
1021 O Street, Suite 8220
Sacramento, CA 95814

Re: SB 982 (Wahab) – Crimes: organized theft
Notice of SUPPORT

Dear Chair Wicks,

The City of Milpitas is writing to express our support of **SB 982 (Wahab)** which will eliminate the January 1, 2026 sunset to sustain the crime of organized theft. This bill is part of the Senate's bipartisan legislative package "Working Together for a Safer California," as well as the Governor's retail theft package.

Previous legislation initially established the crime of organized theft—until January 1, 2021—allowing law enforcement, in most cases, to take an individual into custody, even on misdemeanor charges rather than simply issuing a citation. Proceeding legislation extended that date until January 1, 2026.

Despite the likelihood of underreported retail theft, especially low-value theft, data shows a 29% jump in reported retail theft from 2019 to 2022. Aside from big retailers, many small businesses are suffering the consequences of organized retail theft, and oftentimes, do not have the same resources to protect themselves. Further, when retailers are affected by these crimes, they typically make up those losses by raising prices, reducing hours, or closing their stores, ultimately impacting other consumers.

SB 982 will ensure "organized theft" remains a crime to give prosecutors and law enforcement the effective tools they need to combat organized theft. This bill also has bi-partisan co-authors from the Senate and the Assembly.

For all of these reasons, **the City of Milpitas supports SB 982 (Wahab)**, and we respectfully request an "AYE" vote.

Sincerely,

Carmen Montano
Mayor, City of Milpitas

C: The Honorable Aisha Wahab
The Honorable Alex Lee
Samantha Caygill, Cal Cities Regional Public Affairs Manager, via scaygill@calcities.org
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July 10, 2024

The Honorable Buffy Wicks
Chair, Assembly Appropriations Committee
1021 O Street, Suite 8220
Sacramento, CA 95814

Re: SB 926 (Wahab) – Crimes: distribution of intimate images
Notice of SUPPORT

Dear Chair Wicks,

The City of Milpitas is writing to express our strong support for **SB 926 (Wahab) – Crimes: distribution of intimate images**, which expands current revenge porn law by prohibiting the unauthorized creation and distribution of artificially created sexually explicit images with the intention of causing serious emotional distress to the person depicted in the image.

Existing law protects victims when sexually explicit images or videos of them are spread without their consent, and SB 926 will extend that protection to instances in which those images are digitally created, altered, or computer-generated.

The creation and spreading of artificially altered sexually explicit images of individuals are a legitimate threat, creating the potential for exploitation, harassment, and defamation. There are also noted mental health repercussions for the victims, who are overwhelmingly young women. SB 926 takes proactive steps to limit digital harassment and exploitation and reduce potential harm for Californians. There is a pressing need for this legislation.

For all of these reasons, the City of Milpitas **supports SB 926**, and we respectfully request an “AYE” vote.

Sincerely,


Carmen Montano
Mayor, City of Milpitas

C: The Honorable Aisha Wahab
The Honorable Alex Lee
Samantha Caygill, Cal Cities Regional Public Affairs Manager, via scaygill@calcities.org
League of California Cities, via cityletters@calcities.org
Milpitas City Council





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July 31, 2024

The Honorable Buffy Wicks
Chair, Assembly Appropriations Committee
1021 O Street, Suite 8220
Sacramento, CA 95814

RE: SB 1037 (Wiener) Planning and zoning: housing element: enforcement.
Notice of OPPOSITION *(As of April 25, 2024)*

Dear Chair Wicks,

The City of Milpitas regrettably must **oppose SB 1037 (Wiener)**, which would allow the Attorney General to take legal action against a city and seek fines up to \$50K a month for failure to adopt a compliant housing element or if the city does not follow state laws that require ministerial approval of certain housing projects.

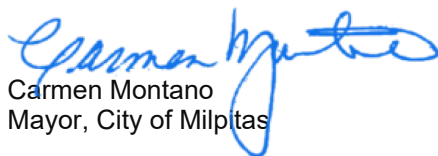
Under existing law cities can be subject to significant fines and penalties for violating certain housing laws. However, before fines are imposed, a city has the ability to correct the action. Additionally, enhanced fines are not imposed unless the city fails to follow a court's order or acts in bad faith.

Unfortunately, as currently drafted, SB 1037 does not provide an opportunity for cities to correct an honest mistake or address a genuine difference in interpreting the law. Even those jurisdictions acting in good faith could be subject to significant fines and be required to pay the Attorney General for all costs investigating and prosecuting the action, including expert witness fees and attorney's fees.

Instead of creating new fines and penalties, lawmakers and the Department of Housing and Community Development should provide cities with clear guidance and technical assistance to help them finalize their housing elements and put those plans to work so much-needed housing construction can occur.

For these reasons, the City of Milpitas must **oppose SB 1037**. If you have any questions, do not hesitate to contact Assistant City Manager Matt Cano at 408-890-8065.

Sincerely,



Carmen Montano
Mayor, City of Milpitas

C: The Honorable Scott Wiener
The Honorable Aisha Wahab
The Honorable Alex Lee
Samantha Caygill, Cal Cities Regional Public Affairs Manager, via scaygill@calcities.org
League of California Cities, via cityletters@calcities.org
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July 31, 2024

The Honorable Buffy Wicks
Chair, Assembly Appropriations Committee
1021 O Street, Suite 8220
Sacramento, CA 95814

RE: SB 1123 (Caballero) Subdivisions: Ministerial Approval.
Notice of OPPOSITION UNLESS AMENDED (*As Amended on June 13, 2024*)

Dear Chair Wicks,

The City of Milpitas must respectfully **oppose measure SB 1123 (Caballero)** unless it is amended to remove the provisions pertaining to vacant single-family parcels. SB 1123 as currently drafted would require cities to allow the construction of up to 10 new units on a parcel that was zoned and planned for only one unit. Not only is SB 1123 inconsistent with local zoning standards, but it will likely also be contrary to a city's state-mandated housing element.

Housing affordability and homelessness are among the most critical issues facing California cities. Affordably priced homes are out of reach for many people and housing is not being built fast enough to meet the current or projected needs of people living in the state. Cities lay the essential groundwork for housing production by planning and zoning new projects in their communities based on extensive public input and engagement and state housing laws. Importantly, cities are currently updating housing plans to identify sites for more than two million additional housing units.

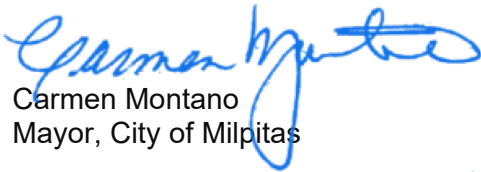
SB 1123 ignores this state-mandated local planning effort and forces cities to allow up to 10 times more density on parcels set aside for a single-family home. This seriously questions the rationale for the regional housing needs allocation (RHNA) process. If developers can disregard existing zoning requirements, why should cities go through the multiyear planning process to identify sites suitable for new housing units, for those plans to be ignored?

Furthermore, SB 1123 will not facilitate additional housing development in a manner that supports local flexibility, decision-making, and community input. The bill would undermine the ability of local governments to responsibly plan for the type of housing that communities need while preempting the input of residents who will experience negative impacts associated with this bill. SB 1123 will result in development that will burden existing utilities, infrastructure, and city services without allowing cities to adequately analyze and address such impacts. Ultimately, the bill will benefit developers rather than homeowners, who likely will not have the desire and resources to build more homes on their property.



California cities are committed to being part of the solution to the housing shortfall across all income levels and will continue to work collaboratively with you and other stakeholders on legislative proposals that will spur much-needed housing construction in a manner that is consistent with local planning processes and important public engagement. If you have any questions, do not hesitate to contact Assistant City Manager Matt Cano at mcano@milpitas.gov.

Sincerely,



Carmen Montano
Mayor, City of Milpitas

C: The Honorable Anna Caballero
The Honorable Aisha Wahab
The Honorable Alex Lee
Samantha Caygill, Cal Cities Regional Public Affairs Manager, via scaygill@calcities.org
League of California Cities, via cityletters@calcities.org
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July 31, 2024

The Honorable Anna Caballero
Chair, Senate Appropriations Committee
State Capitol, Suite 412
Sacramento, CA 95814

RE: AB 1886 Housing Element Law: substantial compliance: Housing Accountability Act.
Notice of OPPOSITION (As of April 1, 2024)

Dear Chair Caballero,

The City of Milpitas regrettably must oppose measure **AB 1886 (Alvarez)**, because it turns its back to a fundamental provision of housing element law: A city may disagree with HCD; explain why its housing element is in substantial compliance with the law; and then adopt that housing element which is thereafter considered “in substantial compliance with housing element law.”

For decades, cities have worked with HCD to draft housing plans that accommodate their fair share of housing at all income levels. These extensive and complex plans can take years to develop, including public involvement and engagement, and environmental review. Cities go to great lengths to ensure that their housing element substantially complies with the law, even if HCD disagrees. Current law acknowledges this fact by allowing cities to “self-certify” their housing element or take the issue to court and have a judge make the final determination of substantial compliance.

AB 1886 encourages “builder’s remedy” projects by eliminating self-certification for the purpose of what it means to have a housing element “in substantial compliance with the law.” The “builder’s remedy” allows a developer to choose any site other than a site that is identified for very low-, low-, or moderate-income housing, and construct a project that is inconsistent with both the city’s general plan and zoning. AB 1886 facilitates such projects for those cities that have a good faith disagreement based on substantial evidence.

The City of Milpitas believes that AB 1886 is counterproductive. What is really needed is for HCD to partner with cities to provide meaningful direction that helps them finalize their housing elements and put those plans to work so that much-needed housing construction can occur. For these reasons, the City of Milpitas must **oppose AB 1886 (Alvarez)**. If you have any questions, do not hesitate to contact our Assistant City Manager Matt Cano at 408-890-8065.

Sincerely,

Carmen Montano
Mayor, City of Milpitas

C: The Honorable David A. Alvarez
The Honorable Aisha Wahab
The Honorable Alex Lee
Samantha Caygill, Cal Cities Regional Public Affairs Manager, via scaygill@calcities.org
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July 31, 2024

The Honorable Buffy Wicks
Chair, Assembly Appropriations Committee
1021 O Street, Suite 8220
Sacramento, CA 95814

RE: SB 937 (Wiener) Development projects: permits and other entitlements: fess and charges.
Notice of OPPOSITION UNLESS AMENDED (As January 17, 2024)

Dear Chair Wicks,

The City of Milpitas must regretfully **oppose unless amended** measure **SB 937** which would prohibit local agencies from collecting the payment of fees for the construction of public improvements or facilities until the development receives its certificate of occupancy.

Local governments and planners appreciate the need to provide builders with some level of certainty regarding the fees and other conditions applicable to their proposed development before they make substantial investments in pursuing the development. However, that certainty often comes with social costs. The roads, fire stations, water and sewer facilities, and other necessary assets that will serve future residents of the development - or to mitigate the development's environmental impacts - are not without cost. And these do not become less expensive as time goes on. "Freezing" development fees and related conditions for an extended period ultimately means that the local government cannot recover the ever-increasing costs of those facilities - which in turn means that construction of those facilities may be delayed, or never fully occur. These consequences must be balanced against the builders' certainty interests, to avoid creating unmitigated impacts or future underserved communities.

There are often years, or even decades, between the initial application for approval of the very first land use entitlement relating to a project and when a developer applies for the issuance of building permits for a project. During this period, the costs of infrastructure and public services inevitably rise. This bill would prevent local governments from recovering those costs, thereby resulting in inadequate public facilities.

SB 937 counter-intuitively *discourages* speedy approval of housing developments.

If the "freeze" commences with the very first development entitlement, conscientious local governments, who desire to fully fund and provide adequate public facilities and services, will be encouraged to defer that approval until the developer can provide positive assurances that the project will be completed without delay. Further, the inability to ensure that the applicable fees will *produce* sufficient funding to construct the necessary facilities within a reasonable timeframe may make it more difficult to rely on those fee mechanisms as mitigation for environmental impacts under CEQA - thereby encouraging legal challenges and consequent delays.



Additionally, SB 937 prohibits local agencies from posting a performance bond or a letter of credit from a federally insured, recognized depository institution to guarantee payment of any fees or charges with the proposed development project. This is concerning as local governments need to be able to guarantee that the collection of fees is allowed through a legally binding agreement. That means if a city starts construction on public improvement projects before final inspection, it will be much more difficult to enforce the developer's obligation to pay these fees and as a result, cause local governments to subsidize costly infrastructure upgrades necessary to promote public health and safety for residents within the community.

To improve the bill, the author should clarify in the language that a certificate of occupancy or another similar measure determines the time when local governments can collect permit fees as not all jurisdictions issue certificates of occupancy. Additionally, the author should remove the language prohibiting the local government's authority to require a bond or letter of credit if a housing development project does not pay fees until the final building inspection. We are very concerned by the inclusion of Quimby Act park land dedications within the Mitigation Fee Act, as well as the language that includes utility-related connection fees and capacity charges within Section 66077 of the bill and urge the author to remove these provisions from the bill. Finally, while we understand the economic forces that have led to the delay of numerous housing projects, we are concerned by continued legislative efforts to extend expiring land use entitlements and urge the author to take a measured approach to this issue in SB 937, including by perhaps limiting applicability to 100% affordable housing projects.

For these reasons, we have taken an "oppose unless amended position" on SB 937. If you have any questions, do not hesitate to contact Assistant City Manager Matt Cano at 408-890-8065.

Sincerely,



Carmen Montano
Mayor, City of Milpitas

C: The Honorable Scott Wiener
The Honorable Aisha Wahab
The Honorable Alex Lee
Samantha Caygill, Cal Cities Regional Public Affairs Manager, via scaygill@calcities.org
League of California Cities, via cityletters@calcities.org
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July 31, 2024

The Honorable Blanca Pacheco
Chair, Assembly Rules Committee
1021 O Street, Suite 6250
Sacramento, CA 95814

RE: SB 21 (Umberg) Controlled substances.
Notice of SUPPORT *(As Amended on January 17, 2024)*

Dear Chair Pacheco,

The City of Milpitas is pleased to **support** measure **SB 21 (Umberg)**. This measure would require a person who is convicted of fentanyl-related drug offenses to receive a written advisory of the danger of manufacturing or distribution of controlled substances and that, if a person dies because of that action, the manufacturer or distributor can be charged with voluntary manslaughter or murder.

A recent study by the Center for Disease Control (CDC) names fentanyl the deadliest drug in the United States. Fentanyl is often disguised as other synthetic opioids or drugs, then sold on the street to users who are unaware that fentanyl is a key ingredient. Users who unknowingly ingest these substances believing they are taking a less powerful drug are much more susceptible to overdose or even death. When abused, fentanyl affects the brain and nervous system and is 50 times stronger than heroin and 100 times stronger than morphine.

With respect to deaths resulting from driving under the influence (DUI), the California Supreme Court held in *People v. Watson* (1981), 30 Cal.3d 290, 298, in affirming a second-degree murder conviction, that “when the conduct in question can be characterized as a wanton disregard for life, and the facts demonstrate a subjective awareness of the risk created, malice may be implied.” To codify this notion, California Vehicle Code §23593 was implemented in 2004 to require that courts read an admonishment to anyone convicted of reckless driving or DUI to inform them of the state’s ability and intent to charge a repeated future offense with manslaughter or murder.

Existing law makes it unlawful to sell, traffic, or transport specified opiates and opiate derivatives including fentanyl. SB 21 authorizes a defendant who is charged with those offenses the ability to undergo a treatment program in lieu of a jail or prison sentence if certain conditions are met. This seeks to maximize the access to rehabilitative and treatment programs for Californians.



**Notice of SUPPORT (as Amended on January 17, 2024), City of Milpitas
July 31, 2024**

For these reasons, the City of Milpitas **supports SB21 (Umberg)**. If you have any questions, do not hesitate to contact Assistant City Manager Matt Cano at mcano@milpitas.gov.

Sincerely,



Carmen Montano
Mayor, City of Milpitas

C: The Honorable Tom Umberg
 The Honorable Aisha Wahab
 The Honorable Alex Lee
 Samantha Caygill, Cal Cities Regional Public Affairs Manager, via scaygill@calcities.org
 League of California Cities, via cityletters@calcities.org
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September 9, 2024

The Honorable Anna Caballero
Chair, Senate Appropriations Committee
1020 N St., Rm 234
Sacramento, CA 95814

RE: AB 573 (Garcia) Organic waste: meeting recovered organic waste product procurement targets
Notice of SUPPORT *(As Amended on July 13, 2023)*

Dear Chair Caballero,

The City of Milpitas is pleased to **support** measure **AB 573 (Garcia)**. This measure would grant local jurisdictions flexibility in meeting their SB 1383 (Organic Waste and Methane Emissions Reduction Goals) organic product procurement requirements. In an effort to drive market development for organic waste products such as mulch and compost under SB 1383, CalRecycle established regulations for local jurisdictions to procure a specific amount of specified organic waste products. These requirements became effective on January 1, 2024.

Many local jurisdictions are struggling to meet the procurement targets set by CalRecycle in a cost-effective manner, and the organic waste product market development is not as far along as anticipated. Studies show that the state will not have the processing capacity to meet 2025 targets. As a result, this bill would allow for out-of-state processing of California-derived organic waste to be considered eligible for meeting procurement targets and allow more time for California organic waste markets and processing capacity to develop.

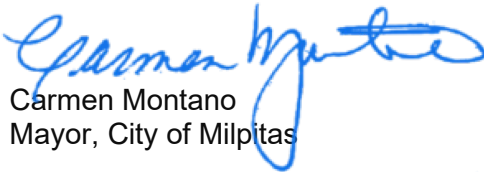
The City of Milpitas has implemented many programs and policies to comply with SB 1383 requirements, including expanding local compost giveaway events for Milpitas residents. The City is also working with a consultant on a procurement strategy that would identify the most cost-effective way for the City to meet the SB 1381 procurements. However, due to the limited availability of materials and markets, meeting the aggressive SB 1383 procurement targets will continue to be a challenge for the City, and flexibility created through AB 573 could increase the market for eligible organic waste products and create access to products at more competitive costs.

The Milpitas City Council has identified the environment among its top Council Priority Areas. The City's Energy and Environmental Sustainability Commission has taken action to recommend that the City of Milpitas take a support position on AB 573.



For these reasons, the City of Milpitas **supports AB 573 (Garcia)**. If you have any questions, do not hesitate to contact Assistant City Manager Matt Cano at mcano@milpitas.gov.

Sincerely,



Carmen Montano
Mayor, City of Milpitas

C: The Honorable Eduardo Garcia
The Honorable Aisha Wahab
The Honorable Alex Lee
Samantha Caygill, Cal Cities Regional Public Affairs Manager, via scaygill@calcities.org
League of California Cities, via cityletters@calcities.org
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September 9, 2024

Office of Governor Gavin Newsom
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: Notice of SUPPORT for the following Legislative Bills:
AB 1053 (Gabriel) – Housing programs: multifamily housing programs: expenditure of loan proceeds.
AB 2346 (Lee) – Organic waste reduction regulations: procurement of recovered organic waste products.
AB 3233 (Addis) – Oil and gas: operations: restrictions: local authority.
AB 660 (Irwin) – Food and beverage products: labeling: quality dates, safety dates, and see-by dates.
SB 1143 (Allen) – Paint products: stewardship program.
SB 1147 (Portantino) – Drinking water: microplastics levels.

Dear Honorable Governor Gavin Newsom,

The City of Milpitas is pleased to **support** the measures identified above that are before you for signature.

These measures will enhance laws to further protect our environment and public health, and reduce greenhouse gas emissions contributing to climate change. For example, SB 1147 will require a study of the health effects of microplastics in drinking water and bottled water and, after completion of the study, the development of public health goals for microplastics in drinking water. In response to rising concerns over the potential impacts of microplastics, the State has begun efforts to reduce the introduction of microplastics into the environment, ocean, and aquatic systems. However, additional studies are now needed to close data gaps about the presence and impact of microplastics in drinking water and bottled water, which will lead to establishing regulatory limits that will reduce the exposure and ingestion of microplastics and further protect public health.

AB 1053, SB 1143, AB 660, and AB 2346 each support reducing landfilled materials and landfill emissions, such as eliminating a loophole in the state's single-use bag prohibition, standardizing and simplifying food quality/safety labels, which could reduce food waste and support efforts to divert organics from landfills, and expanding manufacturer-funded programs for the collection and safe disposal of paint products. AB 3233 affirms local control over oil and gas operations within its jurisdiction.

The Milpitas City Council has identified the environment and community wellness among its top Council Priority Areas. The City's Energy and Environmental Sustainability Commission has reviewed and identified each of these measures as key to supporting the City's ongoing sustainability and climate action goals.



For these reasons, the City of Milpitas **supports** each of the above-mentioned bills. If you have any questions, do not hesitate to contact Assistant City Manager Matt Cano at mcano@milpitas.gov.

Sincerely,



Carmen Montano
Mayor, City of Milpitas

C: The Honorable Jesse Gabriel
 The Honorable Dawn Addis
 The Honorable Jacqui Irwin
 The Honorable Ben Allen
 The Honorable Anthony Portantino
 The Honorable Aisha Wahab
 The Honorable Alex Lee
 Samantha Caygill, Cal Cities Regional Public Affairs Manager, via scaygill@calcities.org
 League of California Cities, via cityletters@calcities.org
 Milpitas City Council



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September 9, 2024

The Honorable Anna Caballero
Chair, Senate Appropriations Committee
1020 N St., Rm 234
Sacramento, CA 95814

RE: SB 903 (Skinner) Environmental Health: product safety: perfluoroalkyl and polyfluoroalkyl substances
Notice of SUPPORT (As Amended on April 11, 2024)

Dear Chair Caballero,

The City of Milpitas is pleased to **support** measure **SB 903 (Skinner)**. This measure would phase out and, starting on January 1, 2032, prohibit the distribution and sale in the state of a product that contains intentionally added per- or poly-fluoroalkyl substances (PFAS) unless the use of PFAS is currently unavoidable as defined.

Due to their widespread use and persistence, PFAS chemicals, also known as “forever chemicals,” are found in the blood of people and animals worldwide. Scientific studies have shown that exposure to certain levels of PFAS in the environment may be linked to harmful effects in humans and animals, including cancer, immune system disorders, and developmental and reproductive problems.

While the State has taken some action to regulate PFAS chemical use in specific products and set public health goals and regulatory standard levels for PFAS in drinking water, additional action is needed to phase out PFAS from consumer products to further reduce human and animal exposure to these forever chemicals.

The Milpitas City Council has identified the environment and community wellness among its top Council Priority Areas. The City’s Energy and Environmental Sustainability Commission has identified phasing out of PFAS in consumer products as a significant issue for our community and has taken action to recommend that the City of Milpitas take a support position on SB 903.

For these reasons, the City of Milpitas **supports SB 903 (Skinner)**. If you have any questions, do not hesitate to contact Assistant City Manager Matt Cano at mcano@milpitas.gov.

Sincerely,


Carmen Montano
Mayor, City of Milpitas

C: The Honorable Nancy Skinner
The Honorable Aisha Wahab
The Honorable Alex Lee
Samantha Caygill, Cal Cities Regional Public Affairs Manager, via scaygill@calcities.org
League of California Cities, via cityletters@calcities.org
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September 11, 2024

The Honorable Gavin Newsom
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: AB 98 (Carrillo, Juan, and Reyes): Planning and zoning: logistic use: truck routes
Request for Veto (*Amended as of August 28, 2024*)

Dear Governor Newsom:

The City of Milpitas respectfully requests that you **veto AB 98 (Carrillo, Juan, and Reyes)**, as amended on August 28, 2024. The bill, unless specific standards are met, would significantly limit new or expanded logistics use developments and warehouses on existing and rezoned industrial sites within 900 feet of sensitive receptors. This could lead to a drastic reduction in economic development and job opportunities. The bill would also require all local governments to update their circulation elements logistic use development information, including truck routes, signage, parking, and idling. It would authorize the Attorney General to fine local jurisdictions up to \$50,000 every six months if non-compliant.

AB 98 was introduced for the first time in the final days of the legislative session after months of private closed-door negotiations, which unjustly excluded city and county associations and other key stakeholders. While the bill's intentions are to address air quality-related concerns adjacent to warehouse operations, this problematic gut-and-amend includes stringent requirements that will severely impact the ability of local jurisdictions to site new or expanding businesses based on unique geographic and community characteristics and stifle economic and workforce development in their communities.

1) AB 98 was negotiated behind closed doors and excluded key stakeholders, including cities and counties.

The policy presented in the warehouse bill goes far beyond previous legislative efforts, including AB 1000 (Reyes) from earlier this year. Not only is the legislation far-reaching, but it has not been fully vetted through the legislative process. No policy committee has deliberated on this bill. Only hand-picked stakeholders could have their positions heard, and there have been no public hearings or opportunities for public comment on this substantial policy matter that forces a 'one-size-fits-all' approach on communities. The stakeholders responsible for the siting and permitting these facilities, cities, and counties were excluded, yet the legislation subjected them to continuous fines of up to \$50,000.



2) AB 98 takes local community-based solutions entirely off the table.

We are highly concerned that this measure overly constrains local governments by outright limiting a city's ability to site a new or expanded use of a logistic use development or warehouse within 900 feet of sensitive receptors. Local decision-making is essential to ensuring zoning regulations are tailored to various communities' unique needs and concerns. Cities and counties have good neighbor policies and local ordinances that make them better equipped to determine appropriate setback requirements and conditions for logistic use developments based on public engagement and their communities' specific geographic and regional needs. We believe local governments should retain their ability to exercise local discretion when siting logistic use developments before any state-mandated conditions are required.

3) AB 98 creates an uneven playing field for local governments, creating winners and losers based on geography, hampering employment opportunities, and limiting future economic growth.

AB 98 establishes a tiered framework that applies different setback requirements and warehouse conditions depending on existing industrial or re-zoned sites across the state. This would make logistic use and warehouse developments in certain cities or counties more attractive than others. This uneven playing field will benefit certain local governments to the detriment of others, in some cases solely based on geographic differences, hindering the ability of cities and counties to provide future job opportunities for their communities.

Additionally, several definitions in the bill would make the measure extraordinarily complex and problematic. The definition of 'logistic use' would include the fact that the development may incidentally serve retail customers for onsite purchases, and the bill also states that a logistic use development may not sell directly to consumers. This is contradictory and misleading. Similarly, the definition of 'sensitive receptor' would include schools. Local governments are not responsible for the siting of schools and, therefore, would have no control should a school relocate directly adjacent to a logistic use development or warehouse.

4) AB 98 proposes a cart-before-the-horse approach that lacks science-based evidence for the standards imposed.

The warehouse bill would require the South Coast Air Quality Management District (SCAQMD) to deploy mobile air monitoring systems within the counties of Riverside and San Bernardino beginning Jan. 1, 2026, to Jan. 1, 2032, and after that, conducting an air modeling analysis to evaluate the impact of air pollution on sensitive receptors from logistic use development operations, submit findings to the legislature by January 1, 2033. It is pre-emptive to require such stringent standards, including setback distances, when sound scientific data hasn't been collected and cannot justify these prescriptive requirements. Further, it is unclear why a bill with statewide standards and conditions would not require air quality monitoring and modeling across the state to ensure such standards are effectuating the change the bill intends to seek statewide.

The stringent standards in the bill are new and compounding existing laws and regulations that local governments are already complying with. Without sound science backing the need for additional requirements, the warehouse bill would provide more significant constraints that will hurt local communities. As noted, cities are already addressing environmental impacts by complying with existing regulatory frameworks such as 1) implementing the California Environmental Quality Act (CEQA), 2) developing regional transportation and land use plans through regional council of governments, 3) implementing the Advanced Clean Fleet (ACF) regulations promulgated by the California Air Resources Board, and 4) meeting existing rules related to air quality standards, such as by the SCAQMD, which has established regulations to limit emissions from certain types of businesses, including logistics and warehouse facilities. Ultimately, this

bill would set a precedent of usurping local control without a sound scientific basis.

5) The required circulation element update is extensive and triggers existing statutorily required updates to the circulation element to now meet the new deadlines included in the bill.

AB 98 would require all local governments to update their circulation element with truck routing information by either Jan. 1, 2028 or, if located in San Bernardino and Riverside counties, by Jan. 1, 2026. This would require a local government to make these updates within two years, and for the Inland Empire region, it would be within one year of the statute coming into effect. An update of the circulation element would be required, and it would result in costly fines if it were not completed. However, the bill is unclear that cities and counties can disapprove a logistic use facility development from moving forward. Therefore, the bill thrusts extensive provisions onto local governments without regard to the development of logistic uses and warehouses in their communities.

An unintended consequence of the warehouse bill would trigger that, based on the deadlines in the bill, existing statute that requires cities and counties to update their circulation element with protective safety measures for bicyclists and pedestrians must also meet the Jan. 1, 2026, and Jan. 1, 2028, deadlines, as prescribed in the bill. This would require local governments to complete all updates in the circulation element during this time frame; otherwise, the enforcement provisions and costly fines would apply.

The circulation element update would also require that truck traffic avoid residential areas and sensitive receptors. The bill would limit the trucks traveling from highways to industrial-zoned areas to only use major and minor collector streets and roads that predominantly serve commercially oriented uses. Communities are uniquely situated, and not all regions can meet these restrictive requirements. Further understanding of the potential implications in small to mid-size and suburban, rural, and urban communities should be further analyzed before imposing such restrictions.

6) The bill's provisions will impose costly, unfunded mandates for local governments.

AB 98 would require local governments to comply with the extensive bill standards and does not offer cost reimbursement based on these mandates. Local governments work hard to comply with existing statutes and regulations, such as CEQA and ACF, among many other state-mandated requirements. Adding new and complicated requirements without including mechanisms for local governments to receive reimbursement for such mandated costs is unreasonable. This would make it more challenging for local governments to meet the bill's demands, encourage them to achieve the proposed requirements, and not complicate it with more significant unfunded mandates.

7) The enforcement provisions are overly harsh and aim to punish all local governments.

AB 98 would authorize the Attorney General to impose a fine of up to \$50,000 every six months on local jurisdictions that do not complete their circulation element updates. Other legislation that includes similar fines has been contingent upon a court order or litigation before such penalties are imposed. With a 'no-questions-asked' approach to enforcement, local governments are targeted with this punitive provision. Furthermore, this provision singles out local governments based on completing their circulation element update rather than focusing on implementing all the standards included in the bill. It should be noted that there are no other enforcement provisions in the bill for any of the different standards.

The City of Milpitas is concerned about the potential impacts of AB 98 on our light industrial zoned areas. On June 18, 2024, the City Council approved rezoning the Southwestern Employment Area from Light Industrial to the new Business Park/Research and Development (BP/RD) zoning. The newly established BP/RD zoning

within the Southwestern Employment Area allows for warehouse uses of up to 200,000 square feet before triggering a Conditional Use Permit to incentivize advanced manufacturing uses that produce quality jobs and revenue generation for the City's long-term financial sustainability. The Southwestern Employment Area is also home to the Foreign Trade Zone (#18), which allows businesses to delay, reduce, or eliminate duties on foreign goods and participate in streamlined customs processing.

For these reasons, the City of Milpitas respectfully requests that you **veto AB 98**. Should you have any questions, please contact me at cmontano@milpitas.gov or 669-263-3067.

Sincerely,



Carmen Montano
Mayor, City of Milpitas

C: The Honorable Aisha Wahab
The Honorable Alex Lee
Samantha Caygill, Cal Cities Regional Public Affairs Manager, via scaygill@calcities.org
League of California Cities, via cityletters@calcities.org
Milpitas City Council
Jason Gonsalves, Kiley & Associates, via Jason@gonsalvi.com



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Travel to Long Beach, CA, for Mayor Carmen Montano and City Manager Ned Thomas to Attend the League of California Cities <i>Annual Conference and Expo</i> to be Held on October 16 – 18, 2024 (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	10/1/2024
Recommendation:	(1) Authorize and approve travel to Long Beach, CA, for Mayor Carmen Montano to attend the League of California Cities Annual Conference and Expo, from October 16 – 18, 2024, for a not-to-exceed amount of \$3,000; and (2) Authorize and approve travel to Long Beach, CA, for City Manager Ned Thomas to attend the League of California Cities <i>Annual Conference and Expo</i> , from October 16 – 18, 2024, for a not-to-exceed amount of \$3,000.

BACKGROUND:

Each year, the League of California Cities brings together California elected and city officials to its Annual Conference and Expo in different California cities. This highly attended annual conference is scheduled for October 16 – 18, 2024, in Long Beach, California. The Mayor and City Manager's attendance at the League of CA Cities *Annual Conference and Expo* will allow them to engage with other elected and city officials. During this conference, they will learn about various topics, such as housing/homelessness, infrastructure, technology and artificial intelligence, clean energy, emergency preparedness, council-city manager relations, communications, mental health issues, civic engagement, and current and trending legislative issues. The preliminary agenda is attached to this report.

In addition to City Manager Ned Thomas, two additional City staff members are attending the conference in Long Beach, CA – Assistant City Manager Matt Cano and Director of Economic Development & Strategic Initiatives Alex Andrade. In total, the City Manager's Office expects to spend up to \$6,000 in travel expenses and up to \$3,000 from the Office of Economic Development. As part of the conference, Assistant City Manager Matt Cano will be on a speaking panel sharing information about the City of Milpitas's innovative energy savings projects.

ANALYSIS:

The City of Milpitas Travel and Expense Policy requires City Council approval for all travel requests from the elected officials and City Manager. Council approval of the travel request will allow Mayor Carmen Montano to participate, engage with other elected officials statewide, and bring back the information to share with the Council. Continued conference participation and attendance also ensure the Milpitas community is fully represented at the regional, state, and national levels. Council approval of City Manager Ned Thomas's travel request will provide continued professional education that enhances his knowledge, affording him the most current information for making decisions related to the administration of the City.

POLICY ALTERNATIVE(S):

Not applicable

FISCAL IMPACT:

The estimated expenses for the conference in Long Beach, CA, are \$3,000 (registration, hotel, air/land transportation, and meal reimbursements). This is the first conference after the FY2024-25 Budget approval. Therefore, Mayor Carmen Montano has a budget of \$10,000 in her Individual Elected Official allocation for Conferences/Meetings/Memberships to cover the travel expenses related to the League of California Cities conference.

The estimated expenses for City Manager Ned Thomas to attend the conference in Long Beach, CA, are \$3,000 (registration, hotel, air/land transportation, per diem). This is the first conference after the FY2024-25 Budget approval. The City Manager's office has a budget of \$30,000 allocated for Conferences/Meetings/Memberships to cover the travel expenses during the fiscal year for all department staff.

California Environmental Quality Act (CEQA):

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

RECOMMENDATIONS:

- 1) Authorize and Approve Mayor Carmen Montano's Travel to Long Beach, CA, to attend the League of California Cities Annual Conference and Expo from October 16 – 18, 2024, for a not-to-exceed amount of \$3,000 budgeted under the Individual Elected Official allocation for Conferences / Meetings / Memberships.
- 2) Authorize and Approve City Manager Ned Thomas's Travel to Long Beach, CA, to attend the League of California Cities Annual Conference and Expo from October 16 – 18, 2024, for a not-to-exceed amount of \$3,000 budgeted under the City Manager's Office Conferences / Trainings allocation.

Attachment(s):

1. League of California Cities (LoCC) *Annual Conference and Expo* Preliminary Agenda and Concurrent Sessions List
2. Council Conferences/Trainings/Memberships Budget Tracking Sheet



ANNUAL CONFERENCE AND EXPO

OCTOBER 16-18, 2024
LONG BEACH, CA



Amplifying your voice.
Strengthening our cities.



LEAGUE OF CALIFORNIA CITIES

MISSION

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

WE BELIEVE

- ◆ Local self-governance is the cornerstone of democracy.
- ◆ Our strength lies in the unity of our diverse communities of interest.
- ◆ In the involvement of all stakeholders in establishing goals and in solving problems.
- ◆ In conducting the business of government with transparency, openness, respect, and civility.
- ◆ The spirit of honest public service is what builds communities.
- ◆ Open decision-making that is of the highest ethical standards honors the public trust.
- ◆ Cities are vital to the strength of the California economy.
- ◆ The vitality of cities is dependent upon their fiscal stability and local autonomy.
- ◆ The active participation of all city officials increases Cal Cities' effectiveness.
- ◆ Partnerships and collaborations are essential elements of focused advocacy and lobbying.
- ◆ Ethical and well-informed city officials are essential for responsive, visionary leadership, and effective and efficient city operations.

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Program Icons

Look for the following icons used throughout the program.



Cal Cities Partner - Premier Level - *This session is either planned with or includes a speaker representing a Premier Cal Cities Partner.*



Institute for Local Government - *This session is planned with the Institute for Local Government.*



MCLE Credits Offered - *Cal Cities (Provider No. 1985) is a State Bar of California approved provider and certifies this activity meets the standards for MCLE Credit. To earn MCLE, please scan your badge at one of the available kiosks during these timeframes:*

- ◆ Once during Wednesday afternoon sessions.
- ◆ Twice on Thursday: once during morning sessions and once during afternoon sessions.
- ◆ Once on Friday during morning sessions.

Welcome to Long Beach for our 2024 Annual Conference and Expo!



2023-2024 League of California Cities President

Daniel Parra
Mayor, Fowler

This year's conference promises an exciting array of opportunities to connect with peers, be inspired by captivating keynote speakers, and engage in compelling educational sessions.

Conference sessions will address our cities' most pressing challenges, offering valuable insights and practical solutions to support our communities. The conference will also highlight our collective achievements over the past year when cities have united to advance local priorities in the Legislature and the courts.

While at the conference, don't forget to visit our expansive Expo Hall, which showcases products and solutions designed to enhance city services. The Expo is your opportunity to connect with industry experts on the latest innovations and technologies.

We are thrilled to bring together leaders from throughout California to foster collaboration, exchange ideas, and move our communities forward. Together, we are amplifying local voices and strengthening our cities.

Officers of the League of California Cities



First Vice President

Lynne Kennedy
Mayor Pro Tem, Rancho Cucamonga



Second Vice President

Gabe Quinto
Council Member, El Cerrito



Immediate Past President

Ali Sajjad Taj
Mayor Pro Tem, Artesia



Executive Director and CEO

Carolyn Coleman
League of California Cities

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Jim Lewis, City Manager, Atascadero, City Managers Department

Ray Marquez, Council Member, Chino Hills, At-large

Lisa Middleton, Council Member, Palm Springs, At-large

John Minto, Mayor, Santee, San Diego County Division

Scott Nassif, Mayor, Apple Valley, Desert Mountain Division

Eric Nelson, Planning Commissioner, Dana Point, Planning and Community Development Department

Kim Nguyen-Penalzoa, Council Member, Garden Grove, Orange County Division

Lori Ogorchock, Council Member, Antioch, Mayors and Council Members Department

Jaime Patino, Council Member, Union City, At-large

Dave Potter, Mayor, Carmel, Monterey Bay Division

Ana Maria Quintana, Council Member, Bell, At-large

Roberta Raper, Dir. Of Finance and Technology, West Sacramento, Fiscal Officers Department

Dana Reed, Council Member, Indian Wells, Riverside County Division

David Sander, Mayor, Rancho Cordova, 2024 National League of Cities President

Cindy Silva, Council Member, Walnut Creek, At-large

Jeff Smith, Police Chief, Pismo Beach, Police Chiefs Department

Dan Stefano, Fire Chief, Costa Mesa, Fire Chiefs Department

Erica A. Stewart, Mayor, San Luis Obispo, Channel Counties Division

Kuldip Thusu, Council Member, Dinuba, South San Joaquin Valley Division

Racquel Vasquez, Mayor, Lemon Grove, African American Caucus

Anna Velazquez, Mayor, Soledad, Latino Caucus

Malia Vella, Council Member, Alameda, Asian Pacific Islanders Caucus

Tyler Williamson, Mayor, Monterey, Lesbian Gay Bisexual Transgender Queer Caucus

Dan Wright, Council Member, Stockton, Central Valley Division

Conference Information

Event Locations

Unless otherwise noted, all events take place in the Long Beach Convention Center.

Offsite Location

Hyatt Regency Long Beach

200 S. Pine Avenue

Convention Center

Amenities

Complimentary wireless internet is available in the public areas. The network is named “complimentary internet” and an email is required to create an account for use.

Water stations are available throughout the Convention Center for your convenience.

Lost and Found

For help locating or turning in a lost item during the conference, take the item to Cal Cities conference registration. The item will be held until the conclusion of the conference, at which time the Long Beach Convention Center Security (562) 499-7525 (or x525 from a house phone) will log the item into their lost and found room, and hold it for 30 days after the conference.

Shuttle Information

Shuttle route runs between Best Western Plus Hotel*, Hilton Long Beach, Residence Inn Long Beach Downtown, Hotel Maya, and the Long Beach Convention Center.

**Courtyard Marriott guests use this stop.*

For a full list of shuttle times, please visit www.calcities.org/ACshuttle.

To contact shuttle dispatch, please call (866) 323-2378.

Please note: No alcohol, open or closed, is permitted to be carried on the shuttle.

Wednesday, October 16

No shuttle service between 1:30 - 3:45 p.m. Service resumes at the Convention Center.

- ◆ First hotel pickup: 7:00 a.m.
- ◆ Last Convention Center pickup: 7:30 p.m.

Thursday, October 17

No service from 10:30 - 11:45 a.m. Service resumes at the Convention Center.

- ◆ First hotel pickup: 7:00 a.m.
- ◆ Last Convention Center pickup: 6:45 p.m.

Friday, October 18

No service from 11:00 a.m. - 12:30 p.m. Service resumes at the Convention Center.

- ◆ First hotel pickup: 7:00 a.m.
- ◆ Last Convention Center pickup: 2:00 p.m.

Conference Information

Event and Meeting Policies

For a full description of Cal Cities' Event and Meeting Policies, please visit www.calcities.org/event-policies.

Providing a Safe and Respectful Environment

The League of California Cities is committed to ensuring a safe and respectful environment for all participants and staff at Cal Cities events and meetings.

We expect participants and staff to:

- ◆ Be considerate and respectful in your speech and actions.
- ◆ Refrain from behavior and speech that could be perceived as demeaning, discriminatory, or harassing.
- ◆ Be mindful of your surroundings and your fellow participants.

If you experience or witness harassment during a Cal Cities event or meeting, or have any other concerns, please contact a member of Cal Cities staff immediately. All reports are confidential.

Photo and Video Usage

Photos and videos taken by Cal Cities staff and contractors may be used in communications and promotional material, including on social media platforms and for future Cal Cities events and programs. Event participants are prohibited from recording or livestreaming Cal Cities events and meetings without prior permission.

Brown Act and Cal Cities Conferences

The Brown Act permits the attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that addresses issues of general interest to the public or to public agencies of the type represented by the legislative body. However, a majority of the members cannot discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the local agency's subject matter jurisdiction.

Session Materials

Our goal is to provide exceptional educational experiences, networking opportunities, and innovative tools that will make attendees and their cities more successful. Presentation materials are an important element of the Annual Conference and will be available online at www.calcities.org/AC.



ADVOCACY PRIORITIES MEMBER SURVEY



Feedback Needed!

Take the Member Survey by November 1!

Help drive Cal Cities' 2025 advocacy agenda! Cal Cities' advocacy efforts depend on member input to be successful. Tell us about the issues facing your city through the survey.

This survey is an important source of information for Cal Cities. The feedback received plays a crucial role in setting the Cal Cities Advocacy Priorities and developing member-informed legislative priorities.

Cal Cities' effectiveness as the leading voice of California cities is only possible when we focus on the common interests of our members, making your feedback vital.

The 2025 Advocacy Priorities will be adopted by the Board of Directors in December.



Get Informed! Get Involved! Be a Leader!

Member Services Booth

Come visit the Member Services Booth inside the Cal Cities Pavilion, to expand your knowledge about Cal Cities. Learn about your road-map to Cal Cities leadership and how to use your membership to the fullest. Talk to a Cal Cities representative about how to participate in the professional departments, regional divisions and diversity caucuses. Get involved and make a difference.

HOW TO PARTICIPATE IN CAL CITIES' ANNUAL CONFERENCE RESOLUTIONS PROCESS

Cal Cities policies directly guide the organization's advocacy to promote local decision-making, and lobby against statewide policies that erode local control. The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy.

General Resolutions

Sixty days before the annual conference, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petitioned resolution must be signed by voting delegates from 10% of member cities to qualify and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly (8:30 a.m., Oct. 18). All qualified petitioned resolutions are forwarded to the General Assembly for consideration, regardless of the action recommended by the Resolutions Committee.

Resolutions Consideration at the Annual Conference

The Resolutions Committee considers all resolutions at a meeting during the annual conference. The Resolutions Committee consists of representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, and up to ten optional appointments by the Cal Cities president.

General resolutions approved by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee, do not go to the General Assembly. The Resolutions Committee may also amend the resolution, prior to moving it forward for consideration by the General Assembly. Resolutions approved by the General Assembly become Cal Cities policy.

The General Assembly and Voting Delegates

The General Assembly is a meeting of the collective body of all voting delegates - one from every member city. During the General Assembly, which takes place on the final day of the annual conference, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee.

Learn more at www.calcities.org/general-assembly



The California Statewide Communities Development Authority was created in 1988, under California's Joint Exercise of Powers Act, to provide California's local governments with an effective tool for the timely financing of community-based public benefit projects.



**Public
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**Workforce
Housing
Program**

Learn about all of CSCDA's financing programs at www.CSCDA.org

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WEDNESDAY, OCTOBER 16

8:00 a.m. - 6:00 p.m.	Registration Open Promenade Lobby
8:00 a.m. - 6:00 p.m.	Voting Delegates Desk Open Promenade Lobby Are you the voting delegate or alternate for your city? Do you have questions about Resolutions? This is the place to be! Pick up your voting card and get your questions answered before the General Assembly.
8:30 a.m. - 1:00 p.m.	City Clerks Department Meeting and Workshop: Local Democracy in the United States: Institutions, Trust, and Public Policy Seaview BC, Hyatt Regency <i>Pre-registration required. (Department meeting 8:30 - 9:00 a.m. followed by a four-hour workshop.) Accredited for one CMC/MMC Advanced Education Point.</i> For many, the term “American government” calls to mind the federal government and presidential elections. But the reality is that the U.S. has almost 90,000 governments, most of which are local governments. This workshop will focus on the role of local democracy in the U.S. The speaker will discuss the history of local governance structures and electoral institutions, the state of Americans’ trust in government and elections, major challenges to local governance and democracy, and promising prospects for the future that will prepare city clerks for the 2024 elections. Moderator: Randi Johl, Legislative Director/City Clerk, Temecula Speaker: Sarah Anzia, Chancellor’s Professor of Public Policy & Political Science, University of California, Berkeley, and the Hoover Institution
10:00 a.m. - noon <i>Sign-in begins at 9:30 a.m.</i>	 Understanding Public Service Ethics Laws and Principles (AB 1234) Room 103 AB State law requires elected and appointed officials to receive two hours of training in specified ethics laws and principles every two years. Newly elected and appointed officials must receive this training within one year of becoming a public servant. Join a panel of experts as they help navigate the ethics laws and principles. Sign-in will begin 30 minutes prior to the session and you must be present for the full two hours to receive the certification of attendance. Entry will be prohibited once the session begins. <i>The Institute for Local Government is a State Bar of California minimum continuing legal education (MCLE) approved provider and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 2 hours (general credits). Provider #13881</i> Speaker: Andrew Shen, Senior Counsel, Renne Public Law Group

WEDNESDAY, OCTOBER 16

10:30 - 11:30 a.m. <i>Department Meeting</i>	City Managers Department Meeting Room 104 A
11:00 - 11:30 a.m. <i>Department Meeting</i>	Public Works Department Meeting Room 204
11:00 a.m. - noon <i>Caucus Meeting</i>	African American Caucus Business Meeting Room 203
11:00 a.m. - noon <i>Caucus Meeting</i>	Lesbian Gay Bisexual Transgender Queer Caucus Business Meeting Room 202
11:30 a.m. - 1:15 p.m. <i>Division Event</i>	Inland Empire and Desert Mountain Division Lunch Regency A, Hyatt Regency <i>Space is limited; please RSVP to your Regional Public Affairs Manager, Laura Morales, lmorales@calcities.org. Additional fees may apply.</i>
11:30 a.m. - 1:15 p.m. <i>Division Event</i>	Los Angeles County Division Lunch Beacon AB, Hyatt Regency <i>Space is limited; please RSVP to your Regional Public Affairs Manager, Jennifer Quan, jquan@calcities.org. Additional fees may apply.</i>
11:30 a.m. - 1:15 p.m. <i>Division Event</i>	Redwood Empire Division Luncheon and Officer Installation Solita Tacos, 1 Pine Avenue <i>Space is limited; please RSVP to your Regional Public Affairs Manager, Sara Sanders, sanders@calcities.org. Additional fees may apply.</i>
11:30 a.m. - 1:15 p.m. <i>Division Event</i>	Riverside County Division Annual Conference Luncheon Regency DEF, Hyatt Regency <i>Space is limited; please RSVP to your Regional Public Affairs Manager, Jesse Ramirez, jramirez@calcities.org. Additional fees may apply.</i>
11:30 a.m. - 1:15 p.m. <i>Division Event</i>	Sacramento Valley Division Membership Meeting Shoreline AB, Hyatt Regency <i>Space is limited; please RSVP to your Regional Public Affairs Manager, Charles Anderson, canderson@calcities.org. Additional fees may apply.</i>
11:30 a.m. - 1:15 p.m. <i>Division Event</i>	South San Joaquin Valley Division Lunch Meeting Regency BC, Hyatt Regency <i>Space is limited; please RSVP to your Regional Public Affairs Manager, Rajveer Rakkar, rrakkar@calcities.org. Additional fees may apply.</i>
12:45 - 1:15 p.m.	First-Time Attendee Orientation Room 103 AB Join Cal Cities leadership and staff as you begin your first Annual Conference experience. Hear about Cal Cities and how to get the most out of your conference experience.

WEDNESDAY, OCTOBER 16

1:30 - 3:30 p.m.

Opening General Session Expo Hall C

Presiding: *Daniel Parra, President, League of California Cities and Mayor, Fowler*

Honor Guard: Long Beach Fire Department Honor Guard

National Anthem Singers: Noah Jackson and Emily Zarza

Host City Remarks: Rex Richardson, Mayor, Long Beach

State of Cal Cities Annual Report: Carolyn Coleman, Executive Director and CEO, League of California Cities

Nominating Committee Report: Lisa Middleton, Nominating Committee Chair and Council Member, Palm Springs

Past Presidents' Lifetime Achievement Award: Ali Sajjad Taj, Immediate Past President, League of California Cities and Mayor Pro Tem, Artesia



Keynote Address: How to Have Conversations that Matter

Americans overwhelmingly want politics to be more civil, but how can we actually get there? Award-winning radio host and best-selling author Celeste Headlee will present a series of science-backed solutions that challenge how city leaders think about conversations. This highly motivational talk, with 10 practical lessons, will inspire self-confidence and introduce strategies for enhancing personal and professional relationships by simply becoming better at having conversations. When your job hinges on how well you talk to people, you learn a lot about how to have conversations. Knowing what conversational tool to use (and when) is critical to cultivating relationships and returning civility to politics.

Speaker: *Celeste Headlee, Communication and Human Nature Expert, Award-winning Journalist and Author*

Program Icons



Cal Cities Partner - Premier Level



Institute for Local Government



MCLE Credits Offered

WEDNESDAY, OCTOBER 16

3:30 - 5:00 p.m.
Concurrent Session

Legal Issues Session *(1.5 hours General MCLE credit available)* Room 104 BC

Moderator: Joseph Montes, President, City Attorneys Department, City Attorney, Alhambra, San Marino, and Santa Clarita, Burke, Williams & Sorensen, LLP 

Welcoming Remarks

Dawn McIntosh, City Attorney, Long Beach

General Municipal Litigation Update

This session will provide an update on litigation in federal and state courts, as it pertains to California cities.

Speakers: Mark J. Austin, Partner, Burke, Williams & Sorensen, LLP 

Matthew Slentz, Senior Counsel, Colantuono, Highsmith & Whatley, PC

Hate-Bombing and Poetry Recitations: Handling Disruptive Public Comment

Using real-life examples, this session will discuss the law as it applies to public comment and offer practical suggestions for managing disruptive public comment.

Speakers: Amy Ackerman, Town Attorney, Corte Madera, Partner, Renne Public Law Group

Eli H. Beckman, Mayor, Corte Madera

Jonathan Holtzman, Founding Partner, Renne Public Law Group

3:45 - 4:15 p.m.
Department Meeting

Fiscal Officers Department Meeting Room 202

3:45 - 5:00 p.m.
Concurrent Session

Are Cities Ready for an Electric Future? Room 102

Having readily available power is key for communities looking to grow clean technologies like electric vehicles, increase economic growth, and meet environmental goals. With electricity demand projected to nearly double in the coming decades, the job of planning and permitting use is more critical than ever. This discussion will provide an overview of California's grid readiness, including the role of local leaders in achieving necessary grid investments and the benefits of action.

Moderator: Kome Ajise, Executive Director, SCAG

Speakers: Aaron Katzenstein, Deputy Executive Officer, South Coast Air Quality Management District

Hamed Mohsenian-Rad, Professor, University of California, Riverside

Devin Rauss, Principal Manager, Southern California Edison 

WEDNESDAY, OCTOBER 16

3:45 - 5:00 p.m.
Concurrent Session

Building Vibrant Communities: Leveraging Partnerships for Fun and Engagement Room 103 AB

Explore how collaborative partnerships can create dynamic and engaging communities. Panelists will delve into how alliances between stakeholders can foster innovation, inclusivity, belonging, and ultimately, fun and vibrant communities. Through interactive discussions and practical examples, the panel will showcase how to enhance community engagement and city services, promote cultural enrichment, and nurture spaces where people thrive.

Moderator: David Sander, Mayor, Rancho Cordova, 2024 National League of Cities President

Speakers: Shelly Blanchard, Executive Director, Cordova Community Council

Diann Rogers, President & CEO, Rancho Cordova Area Chamber of Commerce

Micah Runner, City Manager, Rancho Cordova

3:45 - 5:00 p.m.
Concurrent Session

California Economic Forecast: Navigating Economic Trends Room 104 A

For 60 years, UCLA Anderson Forecast has provided forecasts for economies across the country and is one of the most accurate, widely followed, and frequently cited in California. Avenu Insights & Analytics has provided regional forecasts and trends in California for 40 years. Join us as we present our economic forecast for the coming year, along with valuable insight and a detailed explanation behind the numbers.

Moderator: Reva Feldman, Strategic Advisor, Avenu Insights and Analytics

Speakers: Francesco D. Mancina, Advisory Board Member, Avenu Insights and Analytics

Jerry Nickelsburg, Professor of Economics & Director UCLA Anderson Forecast, UCLA Anderson School of Management

SHARE YOUR THOUGHTS!

Send us your feedback
on the conference by
scanning this QR code.



WEDNESDAY, OCTOBER 16

3:45 - 5:00 p.m.
Concurrent Session

How Cities Can Stop the Hate

Room 203 *Planned with the Cal Cities Asian Pacific Islander Caucus*

California's Stop the Hate program - a statewide program implemented locally with community-based partners - is working to stem the rising tide of hate in California. Panelists will share the resources and services offered through this program that municipal officials and residents can access free of charge. Attendees will learn about the importance of setting up anti-hate initiatives in their communities and how to partner with community organizations through the Stop the Hate grant.

Moderator: Jeff Maloney, Council Member, Alhambra

Speakers: Kiran Bhalla, Project Director, AAPI Equity Alliance
Adam Romero, Deputy Director, California Civil Rights Department
Sayon Syprasoeuth, Co-Acting Executive Director, United Cambodian Community

3:45 - 5:00 p.m.
Concurrent Session

Show Me the Money: Evaluating and Explaining Your City's Financial Condition

Grand Ballroom A

With today's world demanding more transparency and accountability, municipal leaders need to understand how to accurately assess a city's financial condition. This means knowing what questions to ask to get an accurate and relevant assessment. The panel will discuss how to manage the perspective of people who see every city expenditure as an example of "wasting money" and the opposite view that the city is "flush with money."

Moderator: Anil Comelo, City Manager, St. Helena

Speakers: Eric M. Hall, Vice Mayor, St. Helena
Claudia Jimenez, Vice Mayor, Richmond
Mark Moses, Principal, Mark Moses Consulting

WEDNESDAY, OCTOBER 16

3:45 - 5:00 p.m.
Concurrent Session

Navigating Homelessness: A Successful Regional Partnership in North Orange County Grand Ballroom B

Facing court decisions and mounting community pressure, 13 Orange County cities proactively initiated a regional partnership in 2018. Today, the partnership encompasses a network of social workers and liaison officers who provide support services and guidance to two homeless navigation centers. In this session, panelists will discuss how those communities worked with the state and county to establish regional navigation centers with wraparound services, including how to create the funding for construction and ongoing operations.

Moderator: *Cindy Silva, Council Member, Walnut Creek*

Speakers: *Marshall Goodman, Mayor, La Palma*

Joshua Newman, Senator, CA State Senate

Connor Traut, Council Member, Buena Park

4:00 - 5:00 p.m.

Policy Committee Member Meet Up Room 204

Are you a current member of or interested in joining a Cal Cities Policy Committee? Come meet our lobbyists and committee leadership and get all your questions answered!

4:30 - 5:00 p.m.

Young Electeds Annual Conference Mixer Room 101 B

Welcome young elected officials and young city staff! Join us to kick off the Annual Conference with other young professionals! Come and meet attendees who are dedicated to bettering their cities and growing their professional networks.

5:00 - 7:00 p.m.

Host City Reception and Expo Hall Grand Opening Expo Hall A/B

Join your fellow attendees at a reception hosted by Visit Long Beach. Get your first look at more than 200 companies that offer products and services to cities, all while enjoying some amazing hors d'oeuvres and getting to know colleagues from across the state. Stop by the Cal Cities Pavilion with any questions you might have. Don't forget to play some bean bag toss with your favorite Cal Cities Representatives!

Let's groove tonight!

DISCO PARTY

A fundraiser in support of

CITIPAC

Wednesday, October 16

7:00 – 9:00 p.m.

Ovation, 350 Pine Avenue

*Food, Drinks, Casino Games,
Dancing and more!*

This is a free event open to all conference attendees. A voluntary contribution of \$75.00 (for city officials) and \$250 (for non-city officials) to support CitIPAC is encouraged. Contributors will receive refreshment tickets, casino chips, and access to the VIP area!

Payment can be made at the door or online prior to the event by visiting www.citipac.org

LEAGUE OF CALIFORNIA CITIES

CITIPAC

Protecting Local Democracy

THURSDAY, OCTOBER 17

7:30 a.m. - 4:00 p.m.	Registration Open Promenade Lobby
7:30 a.m. - 4:00 p.m.	Voting Delegates Desk Open Promenade Lobby Are you the voting delegate or alternate for your city? Do you have questions about Resolutions? This is the place to be! Pick up your voting card and get your questions answered before the General Assembly.
8:00 - 10:00 a.m.	Grab and Go Breakfast Promenade Lobby (8:00 - 9:00 a.m.) Expo Hall A/B (9:00 - 10:00 a.m.)
9:00 a.m. - 4:00 p.m.	Visit the Expo Hall Expo Hall A/B There's so much to do on the Expo Floor! Don't miss your opportunity to meet businesses that can solve your product and service needs. Explore California CLASS (booth 928) and VC3 (booth 1260), both sponsored by Cal Cities, that can enhance and safeguard your city's financial resources. Stop by the Cal Cities Pavilion to find out how you can get more involved in your Department, Division or Caucus. Meet up with a colleague in the ConnectLounge, sponsored by California CLASS. Come relax with some sweet therapy dogs and participate in a community service project benefitting Live Love Animal Rescue, sponsored by Keenan.
8:15 - 9:30 a.m. <i>Concurrent Session</i>	 Don't Confuse Kindness with Weakness: How to Handle Disruptive Public Meetings Room 102 Learn how to handle disruptive meetings online and offline without losing your cool! This presentation will cover how cities can meet their legal obligations to allow open, honest discourse while navigating free speech concerns. The discussion will include important safety tips, with an emphasis on techniques to handle the most combative public speaker. Role-playing scenarios will allow you to put these tips and tricks into immediate practice! Facilitator: David Lim, Shareholder, Richards, Watson & Gershon 

THURSDAY, OCTOBER 17

8:15 - 9:30 a.m.
Concurrent Session

How to Integrate Real-Time Crime Centers and Advanced Training Simulators Room 103 AB

Real-time crime centers like the one in Livermore can enhance decision-making and resource allocation, enabling prompt responses to illegal activity — including across jurisdictions. Livermore also uses an immersive training simulator to bolster officers' decision-making, de-escalation, and critical thinking skills, as well as their emotional intelligence. By combining the two, law enforcement agencies can create safer communities with proactive crime prevention and well-prepared officers. Discover the benefits of collaboration, identify opportunities for further integration, and the benefits of frequent immersive training environments.

Moderator: Marianna Marysheva, City Manager, Livermore

Speakers: Steve Goard, Lieutenant, Police Department, Livermore
John Reynolds, Captain, Police Department, Livermore
Jeramy Young, Chief of Police, Livermore

8:15 - 9:30 a.m.
Concurrent Session

Economic Development and Public Finance: New Best Friends Forever? Room 104 A

Consumer preferences and life-work patterns are evolving. Places like car dealerships, shopping malls, and movie theaters are no longer guaranteed economic development anchors. Consumers want experience-based venues and cities want answers for vacant shopping malls and office buildings. This panel will present a new suite of tools — including value capture zoning and economic development districts (EIFDs, CRDs, CFDs) — that trigger private investment, generate local revenues, and encourage vibrant, affordable communities.

Moderator: Larry J. Kosmont, Chairman & CEO, Kosmont Companies

Speakers: Jackie Melendez, Assistant City Manager, Chino
Ronda Perez, City Manager, Palmdale
Mrunal Shah, Partner, Best Best & Krieger LLP 

THURSDAY, OCTOBER 17

8:15 - 9:30 a.m.
Concurrent Session

The Path Towards Plastic Pollution Prevention Room 203

California's recycling landscape is undergoing a seismic shift. Currently, packaging waste makes up over 50% of waste in California's landfills by volume. But under a new law, all single-use plastics and packaging sold in California must be recyclable or compostable by 2032. The landmark law shifts the plastic pollution burden from consumers and cities to producers by raising \$5 billion from industry members over 10 years. This will cut plastic pollution and support disadvantaged, low-income, and rural communities most hurt by the impacts of plastic waste. Get an update on the regulations and next steps for implementation.

Moderator: Timothy Burroughs, Executive Director, StopWaste

Speakers: Shane Buckingham, EPR Program Planning Lead, Circular Action Alliance

Michael Caprio, Director of Government Affairs, CA, Republic Services

8:15 - 9:30 a.m.
Concurrent Session

The Impact of Minimum Wage Increases on LGBTQ Workers' Wellbeing

Room 204 Planned with the Cal Cities Lesbian Gay Bisexual Transgender Queer Caucus

Sixteen dollars doesn't go as far as it used to! This session will explore reasons for supporting an increase in the minimum wage, with a focus on social justice, workers' rights, and equity. Panelists will highlight struggles faced by LGBTQ workers in particular, bridging economic policy with social equity and advocating for a new model that ensures dignity and equality for every worker. The session will also discuss universal basic income as a complementary strategy and the impact of Prop. 209 (1996) on vulnerable groups. The session aims to advocate for comprehensive economic policies that promote justice and inclusion for all.

Moderator: Henry Lo, Council Member, Monterey Park

Speakers: Devon Gray, President, End Poverty in California (EPIC)

Juan Muñoz-Guevara, Council Member, Lynwood

Sepi Shyne, Council Member, West Hollywood

THURSDAY, OCTOBER 17

8:15 - 9:30 a.m.
Concurrent Session

Battling Misinformation in the Age of Artificial Intelligence

Grand Ballroom A

Should artificial intelligence (AI) be feared or embraced? For public officials, it's both. Without proper detection and response strategies, AI can influence elections, foster distrust, and make communication with constituents more difficult. Municipal leaders need to know how to use AI to ensure successful outreach. Experienced crisis communication experts and public information officers will share effective approaches for today's misinformation mayhem. Participants will learn about recent disinformation incidents, ways to maintain digital integrity, and how to promote informed public conversations about the productive and ethical uses of AI.

Moderator: David Oro, Vice Mayor, American Canyon

Speakers: Brian Baker, President/Founder, Big Sky Crisis Communications

Alexa Davis, Assistant City Manager, Rolling Hills Estates

Douglas Levy, Communications Strategist, Doug Levy Communications LLC

8:15 - 9:30 a.m.
Concurrent Session

Your Housing Element is Certified! Now What?

Grand Ballroom B

You survived the housing planning process! The state certified your housing element! What happens now? Local leaders must put the changes in place that turn units on paper into homes, condos, and apartments. But as projects come forward, there are going to be winners and losers — and we're expected to figure it all out. Hear how cities can implement their housing elements that respect their community's character, attract high-quality developers and developments, and encourage sincere community engagement. This presentation isn't about how Sacramento should fix housing policy or CEQA: It's about turning policies into projects.

Moderator: Bill McReynolds, Council Member, Ventura

Speakers: Ryan Aeh, Executive Vice President, City Ventures

Joe Offelie, President, SoCal Division, Warmington Residential

Alicia Velasco, Planning Director, Cypress

THURSDAY, OCTOBER 17

8:15 - 9:45 a.m.
Concurrent Session

Legal Issues Session (1.5 hours General MCLE credit available) Room 104 BC

Moderator: Susana Alcala Wood, First Vice President, City Attorneys Department, City Attorney, Sacramento

Land Use and CEQA Litigation

This session will provide an update on litigation related to land use, and the California Environmental Quality Act.

Speakers: Christine Leigh Cowl, Assistant City Attorney, Hercules, Senior Partner, Jarvis Fay John Luebberke, Attorney, Herum\Crabtree\Suntag, LLP

Development Agreements - All You Need to Know for Successful Development

This session will cover the elements of development agreements that are required by state law, the approval process, vested development rights, types of projects, best practices, current trends, and tools to achieve community benefits.

Speakers: Gabrielle Janssens, Partner, Goldfarb & Lipman LLP
Karen Tiedemann, Partner, Goldfarb & Lipman LLP

10:00 - 11:30 a.m.

General Session Expo Hall C

Presiding: Lynne Kennedy, First Vice President, League of California Cities and Mayor Pro Tem, Rancho Cucamonga

National League of Cities Remarks: David M. Sander, Ph.D., President, National League of Cities and Mayor, Rancho Cordova, California

Helen Putnam Award for Excellence

Outgoing President's Remarks: Daniel Parra, President, League of California Cities and Mayor, Fowler

Keynote Address: Social Narratives, Economic Realities, and the Outlook for California

Get a comprehensive economic forecast for California and the nation as a whole from Beacon Economics' Founding Partner Dr. Christopher Thornberg. Attendees will gain insight into key economic indicators, such as commercial and residential real estate markets, employment trends, consumer spending, and international trade, as well as the state budget deficit, housing costs, minimum wage implications, and California's decline in population. The presentation will also include a focus on the leading risks facing the economy, including ideologically driven political dysfunction that occurs when pervasive narratives diverge from economic realities.

Speaker: Dr. Christopher Thornberg, Founding Partner, Beacon Economics



THURSDAY, OCTOBER 17

11:30 a.m. - 1:00 p.m.	Attendee Lunch Expo Hall A/B
11:45 a.m. - 12:05 p.m. <i>Speed Session</i>	How Embedded Acoustic Leak Detection is Resolving Non-Revenue Water Loss Expo Hall A/B The status quo no longer works when it comes to eradicating non-revenue water loss — especially in light of a new statewide water conservation rule. Today's water utilities face unique challenges balancing water conservation, operational efficiency, and environmental responsibility. Hear how real-world utilities have leveraged integrated acoustic leak detection technology and benefitted from low flow rate measurement to track and record water usage. This low-hanging, leaky fruit can help cities easily reduce water loss. Speaker: Bruce Bharat, Vice President & Country Manager, Kamstrup
11:45 a.m. - 1:30 p.m. <i>Division Event</i>	Monterey Bay Division Lunch Yard House, 401 Shoreline Village Drive Space is limited; please RSVP to your Regional Public Affairs Manager, Deanna Sessums, dsessums@calcities.org. Additional fees may apply.
12:15 - 12:35 p.m. <i>Speed Session</i>	 Trolls on Social Media: Can I Block Them? Expo Hall A/B The U.S. Supreme Court issued a ruling this March laying out a test for when council members or other local officials may remove comments or block people on social media. This session will explain the rule and how council members and other public officials may structure their social media accounts so that they can delete comments or block people from their accounts. Speaker: Laurence Wiener, Shareholder, Richards Watson & Gershon, City Attorney, Beverly Hills 
12:45 - 1:05 p.m. <i>Speed Session</i>	Code Enforcement Expo Hall A/B Code enforcement is the Swiss Army tool of public agencies when dealing with a variety of challenges, including housing, homelessness, cannabis, sidewalk vending, short-term rentals, and permitting. Yet code enforcement actions often lead to lawsuits and liability for public agencies, as well as safety concerns for code enforcement officers. This session will provide an overview of code enforcement laws, how to deal with common violations, and the best practices for risk mitigation. Speaker: Matthew Silver, Managing Partner, Civica Law Group, APC

THURSDAY, OCTOBER 17

1:00 - 2:00 p.m.
Caucus Meeting

Asian Pacific Islander Caucus Business Meeting
Room 202

1:00 - 2:15 p.m.
Issues Group Meeting

Rural Cities Information Exchange Meeting
Shoreline AB, Hyatt Regency

1:00 - 2:15 p.m.
Concurrent Session

 **Housing Law Jeopardy**
Room 102

Since 2017, the laws impacting how a city can and cannot control housing development have changed in numerous ways. Using the Jeopardy! game show format, learn about recent changes in housing laws, with a focus on the Housing Accountability and Housing Crisis acts, density bonuses, accessory dwelling units, SB 35 (Wiener, 2017), and other housing law issues.

Facilitators: Lauren Langer, Partner, Best Best & Krieger LLP 
Ethan Walsh, Attorney, Best Best & Krieger LLP 

1:00 - 2:15 p.m.
Concurrent Session

From Policy to Practice: Navigating the EV Transition in California Cities
Room 103 AB

Meeting California's 2035 zero-emissions goals won't be easy. City and local leaders will need to implement near-term solutions and plan for long-term systemic change. Join us for an insightful conversation on how cities can navigate this transition. We'll delve into crucial topics and pending questions about procurement strategies, incentive programs, permitting, land use considerations, community engagement, electrical infrastructure development, workforce development, and public-private partnerships.

Moderator: Laura Renger, Executive Director, CalETC

Speakers: Michelle Kinman, Senior Vice President, Market Transformation, Los Angeles Cleantech Incubator

Alex Rounaghi, Mayor Pro Tem/City Council Member, Laguna Beach
Hannah Steinweg, Public Policy Manager, Rivian

1:00 - 2:15 p.m.
Concurrent Session

2024 Playbook for Developments in Municipal Finance Law and Policy
Room 203

Leading experts will review the latest major changes for California city revenues. Learn about new laws, legal developments, risks, and opportunities that will affect your agency's finances.

Moderator and Speaker: Ben Triffo, Legislative Representative, League of California Cities

Speakers: Michael G. Colantuono, President, Colantuono, Highsmith & Whatley, PC

Michael Coleman, Fiscal Policy Advisor, CaliforniaCityFinance.com

THURSDAY, OCTOBER 17

1:00 - 2:15 p.m.
Concurrent Session

Capital Improvement Funding for Technology and Innovation within Cities: Black Leadership for Economic Development

Room 204 *Planned with the Cal Cities African American Caucus*

By ensuring that Black voices are heard and adequately represented in decision-making processes, cities can properly address a wider range of societal challenges and drive innovation. Join this session to learn about the need for inclusive policies and initiatives that support Black-owned businesses and foster entrepreneurship within underserved communities. By emphasizing the resilience and innovation demonstrated by Black city leaders, entrepreneurs, and professionals, cities can harness the power of technology to build more resilient, equitable, and prosperous futures for all.

Moderator: Porsche Middleton, Council Member, Citrus Heights

Speakers: Jovan Agee, CEO, Agee Global Solutions
Angelina Panettieri, Legislative Director, Information Technology and Communications, National League of Cities
Dr. Arlington Rodgers, Jr., Director of Public Works, Carson

1:00 - 2:15 p.m.
Concurrent Session

A Collaborative Approach to Combat Fentanyl

Grand Ballroom A

In this dynamic session, delve into the heart of the fentanyl crisis and learn about a transformative campaign that united the Palmdale community. Learn how local government agencies, nonprofits, schools, and community stakeholders tackled the pervasive issue of fentanyl misuse head-on. Palmdale will share the blueprint behind the #FightFentanylAV campaign, exploring its strategies, challenges, and triumphs. Gain invaluable knowledge on effective community engagement, educational initiatives, and prevention strategies that empower communities to take action against a national crisis. Together, let's build resilient partnerships and forge a strong path towards healthier communities.

Moderator and Speaker: Nardy Lopez, Deputy City Manager, Palmdale

Speakers: Enrique Carmona, Program Director, Pueblo y Salud, Inc.
Keisha Como, Program Coordinator, Fight Fentanyl AV
Ruth Morales, Community Outreach Specialist, Drug Enforcement Administration

THURSDAY, OCTOBER 17

1:00 - 2:15 p.m.
Concurrent Session

Wildfire Prevention and Preparedness Grand Ballroom B

Irvine rose to the challenge of the Silverado Fire in 2020, which consumed 13,390 acres, temporarily closed a major road, and forced mandatory evacuation orders for approximately 90,000 residents and schools. The Irvine Police Department has since implemented preventive wildfire mitigation measures using artificial intelligence and predictive technologies to anticipate and remediate damage. Residents are now prepared for any such disaster with the Ready, Set, Go program. This session will be a case study on how to evacuate thousands of residents with no structural damage.

Moderator and Speaker: Farrah Khan, Mayor, Irvine

Speakers: Nick Freeman, Division Chief, Orange County Fire Authority
Madi Killebrew, Program Manager - Fire Prevention & Management, Irvine Ranch Conservancy
Robert Simmons, Manager, Emergency Services, Irvine

1:00 - 2:30 p.m.
Concurrent Session

Legal Issues Session (75 hours General MCLE credit available) Room 104 BC

Moderator: Joseph Montes, President, City Attorneys Department, City Attorney, Alhambra, San Marino, and Santa Clarita, Burke, Williams & Sorensen, LLP 

The Builder's Remedy: Fear and Trembling and Local Control

In this session, panelists will discuss the basis for the builder's remedy, examples and case studies of proposed projects, updates on recent cases and state legislation, and potential defenses and strategies.

Speakers: Susan Cola, Assistant City Attorney, Santa Monica
Barbara Kautz, Partner, Goldfarb & Lipman LLP
Dave Rand, Partner, Rand Paster & Nelson LLP

City Attorneys Department Business Meeting
(not eligible for MCLE credit)

1:00 - 2:30 p.m.

Resolutions Committee Regency DEF, Hyatt Regency

The Resolutions Committee will hear, debate, and consider all resolutions. It will also provide an opportunity for attendees who are not voting delegates to comment on proposed resolutions. General resolutions approved by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved or referred for further study by both a policy committee and the Resolutions Committee, do not go to the General Assembly. All petitioned resolutions are considered by the General Assembly, unless they are disqualified.

THURSDAY, OCTOBER 17

1:15 - 1:35 p.m.
Speed Session

The AI Advantage: Automating Road Assessments for More Accurate Pavement Management
Expo Hall A/B

With nearly 400,000 miles of road to manage in the state of California, government agencies not using data to plan pavement management are at a disadvantage. Manual assessments require a trained professional and often don't allow for a comprehensive evaluation of every road in a network. Using advancements in smartphone camera technology and artificial intelligence processing, city leaders can generate objective, accurate condition data to inform their maintenance schedules, leading to long-term cost savings and a better road network.

Speaker: Neil Ghadi, Partnerships/Business Development, Michelin Mobility Intelligence

1:45 - 2:05 p.m.
Speed Session

Integrating Higher Education and Public Sector Employment
Expo Hall A/B

What if higher education could integrate degrees and certificates directly into the work of public sector employees and leaders? This vision can be realized through a new model of higher education that integrates work and learning. Rather than viewing them as separate endeavors, this model creates a system that benefits your organization and empowers your employees. By establishing leadership development tracks, career pathways, and flexible, hybrid work schedules, we can draw the next generation toward public service and pave the way for a citizen-centric local government model.

Speaker: Anne Turner, Executive Director and Dean of Novel Programs, Claremont Lincoln University

2:15 p.m.

Dessert Break
Expo Hall A/B

2:15 - 2:45 p.m.
Department Meeting

Personnel and Employee Relations Department Meet-and-Greet
Expo Hall A/B, Cal Cities Pavilion

2:30 - 3:00 p.m.
Caucus Meeting

Latino Caucus Business Meeting
Room 102

2:30 - 3:15 p.m.
Department Meeting

Mayors and Council Members Department Meeting
Grand Ballroom B

THURSDAY, OCTOBER 17

2:30 - 3:45 p.m.
Concurrent Session

How the Federal Government is Partnering with California to Reduce Barriers to Housing and Services
Room 103 AB

Addressing unsheltered homelessness is an urgent and high-priority issue for cities across California. Since mid-2023, the U.S. Interagency Council on Homelessness has partnered with California Statewide and Los Angeles city leaders to reduce barriers to housing and services through the All INside Initiative. Hear about the overarching goals of this national initiative, how it's unfolding in California, and what city leaders can do to reduce unsheltered homelessness in their communities.

Moderator: Helene Schneider, Senior Regional Advisor, U.S. Interagency Council on Homelessness

Speakers: Lourdes Castro Ramirez, Chief of Housing and Homelessness Officer, Office of the Mayor, Los Angeles
Maxie Pulliam, All INside Federal Team Lead for the State of CA, U.S. Department of Veterans Affairs
Dhakshika Wickrema, Deputy Secretary, Homelessness, California Business, Consumer Services, and Housing Agency

2:30 - 3:45 p.m.
Concurrent Session

Are You Ready for Disaster? Implementing Effective Crisis Management in the Early Stages of an Event
Room 104 A

Thoughtful and intentional actions taken in the initial hours and days of a disaster set a solid foundation for an effective response and recovery. During the session, panelists will share examples of successes and failures, including effective communication methods for natural disasters and human-caused events. Panel experts will cover why it is important to understand key principles and systems, as well as the tools and processes they have used and honed over multiple events to achieve success.

Moderator: Reva Feldman, Retired City Manager, Malibu

Speakers: Chris Geldart, Vice President, Emergent Global Solutions
Mark Ghilarducci, President and CEO, Emergent Global Solutions
Sean McGlynn, City Manager, Escondido

Program Icons



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THURSDAY, OCTOBER 17

2:30 - 3:45 p.m.
Concurrent Session

Cyber Security and IT Strategy for Municipalities Room 203

According to a recent National League of Cities report, about a quarter of local governments don't have a cybersecurity plan in place. So, where do you begin? We've distilled tips, best practices, and recommendations into a checklist that cities can use to find cybersecurity gaps and create an action plan. With budgets limiting the ability of many cities to hire expensive IT professionals, the panel will also cover the benefits of a partnership with a trusted IT vendor experienced in working with municipalities.

Speaker: Corey Kaufman, Director of Client Strategy & Solutions, VC3

2:30 - 3:45 p.m.
Concurrent Session

Building Your Own Leadership Roadmap Room 204 *Planned with the Cal Cities Women's Caucus*

Each of us is a great leader, with a desire to improve and grow our leadership abilities and style. Explore the dynamic strategies of leadership development by hearing stories of leadership breakthroughs and get a step-by-step guide to grow your leadership skills.

Moderator: Elizabeth Alcantar Loza, Vice Mayor, Cudahy

Speakers: Dr. Diandra "Dee" Bremond, Board President, California Women Lead

Lauren Babb Tomlinson, Treasurer, California Women Lead

2:30 - 3:45 p.m.
Concurrent Session

Winning a Fistful of Dollars for Cities Grand Ballroom A

Securing grants and specialized funding for infrastructure investment and sustainable recovery are key to community prosperity. But it's easier said than done, especially as cities are resetting their economies in a post-pandemic world. What if you had a playbook? Learn about the remaining grant opportunities from the Bipartisan Infrastructure Law and how to install a special financing district to fund improvements and capital maintenance. Cities can combine these districts with grants to deliver infrastructure and public amenities.

Moderator: Steve Samuelian, CEO, California Consulting, Inc.

Speakers: Michael La Vorne Antwine II, City Manager, Bell
Larry J. Kosmont, Chairman & CEO, Kosmont Companies
Dr. Robert Lennox, Ed.D., Assistant City Manager, Carson

THURSDAY, OCTOBER 17

2:45 - 3:45 p.m.
Concurrent Session



Legal Issues Session *(1 hour of Civility sub-field MCLE credit available)*

Room 104 BC

Moderator: J. Christine Dietrick, Director, City Attorneys Department, City Attorney, San Luis Obispo

Improving Civility

This session will provide a discussion on improving civility, courtesy, integrity, and professionalism in the practice of law and the judicial process.

Speakers: Hon. Wendy Chang, Los Angeles Superior Court, and Member, California Civility Task Force
Hon. Mary Strobel (Retired), Signature Resolution

3:00 - 4:30 p.m.
Issues Group Meeting

Coastal Cities Annual Business Meeting

Shoreline AB, Hyatt Regency

4:00 - 5:15 p.m.
Caucus Meeting

Women's Caucus Business Meeting

Room 202

4:00 - 5:15 p.m.
Concurrent Session



Maximize Inflation Reduction Act Funding for Your Community

Room 102

The need for comprehensive energy reduction, infrastructure upgrades, and resiliency programs varies from community to community. What remains constant is the need for funding. This session will examine how communities can take advantage of state and federal tax incentives, including the Inflation Reduction Act, to become more sustainable and efficient while planning for weather and power considerations.

Moderator: Jennifer Chamberlin, Government and Regulatory Affairs Director, ENGIE NA

Speakers: Matt Cano, Assistant City Manager, Milpitas
Robert O'Brien, Deputy City Manager, Oceanside

4:00 - 5:15 p.m.
Concurrent Session

City Successes in Responding to Homelessness

Room 103 AB

Many cities are banding together to reduce homelessness, including Redondo Beach, Torrance, and Santa Monica. While the number of homeless residents increased countywide, the populations of such individuals in these three cities decreased or stayed about the same thanks to their collaborative STEP Court, tiny home village, and street outreach. This discussion will highlight the similarities and differences between the three cities, how they've reduced homelessness, and how the reversal of Martin v. Boise and City of Grants Pass v. Johnson has impacted their approaches.

Moderator: Michael Webb, City Attorney, Redondo Beach

Speakers: Joy Ford, Quality of Life Prosecutor, Redondo Beach
Jenna Grigsby, Chief Deputy, Criminal Prosecution Unit, Santa Monica
Viet Hoang, Deputy City Manager, Torrance

THURSDAY, OCTOBER 17

4:00 - 5:15 p.m.
Concurrent Session

How a Transparency Portal Can Improve Accountability and Inform Citizens Room 104 A

Learn how Fairfield launched its new transparency portal in response to calls for greater transparency and accountability. Attendees will gain insights into the strategic considerations, values, and processes that shaped the portal's design and functionality. The session will also dive into the technical aspects of implementing a transparency portal and strategies for overcoming development challenges. Attendees can take these lessons back to their own community to enhance accountability, engagement, and trust in municipal governance.

Moderator and Speaker: Savita Chaudhary, Assistant City Manager, Fairfield

Speakers: David Gassaway, City Manager, Fairfield
Catherine Moy, Mayor, Fairfield

4:00 - 5:15 p.m.
Concurrent Session

Main Street Climate Resiliency: Urban and Rural Solutions Room 203

Main street businesses are particularly vulnerable to the increasingly prevalent impacts of climate change. But this challenge is also an opportunity. By implementing forward-thinking strategies and best practices, cities can ensure that local businesses don't just survive but thrive in both urban and rural areas. Panelists will discuss the importance of local government support, federal and state rebates, and other resources, along with climate-friendly infrastructure projects and transportation. Attendees will gain valuable insights into how they can help small businesses transition toward a more sustainable and resilient future.

Moderator: Tunua Thrash-Ntuk, President & CEO, The Center by Lendistry

Speakers: Steve Guagliardo, Assistant to the City Manager, Economic Development, Palo Alto
Evan Johnson, Electrification Program Manager, Pasadena
Kanika Kith, Deputy City Manager/Economic Development, San Fernando

THURSDAY, OCTOBER 17

4:00 - 5:15 p.m.
Concurrent Session

Empowering Latino Homeownership: An Action Plan
Room 204 *Planned with the Cal Cities Latino Caucus*

Homeownership is important to every Californian, but it's especially vital to Latino families. Despite their significant contributions to our state, these households face major barriers to accessing and sustaining homeownership. City leaders will receive practical tools, resources, and best practices for implementing effective homeownership initiatives tailored to the needs of the Latino community from fellow city officials, community organizations, and other stakeholders.

Moderator: Eddie Flores, Vice Mayor, South San Francisco

Speakers: Adam Briones, CEO, California Community Builders
Vanessa Delgado, President, Azure Development
Clemente Mojica, Chief Executive Officer, Neighborhood Partnership Housing Services Inc.
Anna Velazquez, Mayor, Soledad

4:00 - 5:15 p.m.
Concurrent Session

The Rise of E-Bikes
Grand Ballroom A

Like many communities, Irvine has seen a drastic uptick in pedestrian and bicycle-involved injuries as electric bicycles have become more popular. While the city supports modes of transportation that reduce traffic congestion and reduce environmental concerns, public safety needs to be considered. Irvine passed legislation enforcing safety regulations for e-bike users. This includes a partnership with the school district that requires students who ride their e-bikes and e-scooters to school to undergo training. As legislation moves forward at the state level, the city of Irvine will share best practices for cities that aim to tackle this locally.

Moderator and Speaker: Farrah Khan, Mayor, Irvine

Speakers: Jason Scheafer, Motor Training Officer, Police Department, Irvine
Peter Sotherland, Active Transportation Coordinator, Orange County Transportation Authority

THURSDAY, OCTOBER 17

4:00 - 5:15 p.m.
Concurrent Session

Teamwork Makes the Dream Work: Effective City Council-City Manager Relationships Create Thriving Communities Grand Ballroom B

Effective governance requires strong leadership and responsive management. A professional, collaborative, and trusting relationship between a city council and a city manager creates a strong organization that directly translates into thriving communities. In this session, council members and city managers will share insights into what makes a successful council-manager relationship, including how defined roles and responsibilities, open communication, and teamwork achieve positive results that benefit an entire community.

Moderator: Karen Pinkos, City Manager, El Cerrito

Speakers: James R. Lewis, City Manager, Atascadero

Heather Moreno, Mayor, Atascadero

Gabe Quinto, Second Vice President, League of California Cities and Council Member, El Cerrito

4:00 - 5:30 p.m.
Concurrent Session

Legal Issues Session *(1.5 hours General MCLE credit available)* Room 104 BC

Moderator: Susana Alcala Wood, First Vice President, City Attorneys Department, City Attorney, Sacramento

Labor and Employment Litigation

This session will provide an update on labor and employment litigation, as it pertains to California cities.

Speakers: Jennifer Rosner, Partner, Liebert Cassidy Whitmore
Elizabeth Arce, Partner, Liebert Cassidy Whitmore

Homeless Enforcement in Light of Boise, Grants Pass, and Supreme Court Review!

This session will focus on the impacts and practical methods of addressing, homeless issues following the decisions in the Boise and Grants Pass cases.

Speaker: Curtis Wright, Managing Partner, Serviam by Wright LLP

5:30 - 6:30 p.m.
Caucus Event

Women's Caucus Reception Beacon A and Rotunda, Hyatt Regency

5:30 - 7:00 p.m.
Division Event

Channel Counties Division Reception Secret Island Tiki Restaurant and Lounge, 209 Pine Avenue Space is limited; please RSVP to your Regional Public Affairs Manager, David Mullinax, dmullinax@calcities.org. Additional fees may apply.

5:30 - 7:00 p.m.
Division Event

East Bay Division Reception Seaview Rotunda, Hyatt Regency Space is limited; please RSVP to your Regional Public Affairs Manager, Samantha Caygill, scaygill@calcities.org. Additional fees may apply.

THURSDAY, OCTOBER 17

5:30 - 7:00 p.m.
Division Event

North Bay Division Reception

Seaview B, Hyatt Regency

Space is limited; please RSVP to your Regional Public Affairs Manager, Nancy Hall Bennett, nbennett@calcities.org. Additional fees may apply.

5:30 - 7:00 p.m.
Division Event

San Diego County and Imperial County Divisions Reception

Seaview C, Hyatt Regency

Space is limited; please RSVP to your Regional Public Affairs Manager, Catherine Hill, chill@calcities.org. Additional fees may apply.

5:30 - 7:30 p.m.
Division Event

Orange County Division Reception

Seaview A, Hyatt Regency

Space is limited; please RSVP to your Regional Public Affairs Manager, Connor Medina, cmedina@calcities.org. Additional fees may apply.

6:00 - 9:00 p.m.
Division Event

Central Valley Division Dinner

Tequila Jack's, 407 Shoreline Village Drive

Space is limited; please RSVP to your Regional Public Affairs Manager, Stephen Qualls, squalls@calcities.org. Additional fees may apply.

6:00 - 9:00 p.m.
Caucus Event

Latino Caucus 2024 Annual Awards Gala Reception

Shannon's at the Top, 201 Pine Avenue

7:00 - 8:00 p.m.
Caucus Event

Lesbian Gay Bisexual Transgender Queer Caucus Reception

Solita Tacos, 1 Pine Avenue

9:00 - 11:00 p.m.
Caucus Event

Asian Pacific Islander Caucus Reception

Regency A, Hyatt Regency

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www.californiaclass.com

Visit booth 928 for more information. Page 89 of 496

FRIDAY, OCTOBER 18

7:30 - 11:30 a.m.

Registration Open
Promenade Lobby

7:00 - 8:15 a.m.
Division Event

Peninsula Division Annual Election Breakfast
Beacon A and Rotunda, Hyatt Regency
Space is limited; please RSVP to your Regional Public Affairs Manager, Samantha Caygill, scaygill@calcities.org. Additional fees may apply.

8:00 - 9:00 a.m.

Grab and Go Breakfast
Promenade Lobby

8:15 - 9:45 a.m.
Concurrent Session

 **Legal Issues Session** *(1.5 hours General MCLE credit available)*
Room 104 BC
Moderator: Prasanna W. Rasiah, Second Vice President, City Attorneys Department, City Attorney, San Mateo

Municipal Tort and Civil Rights Litigation
This session will provide an update on municipal tort and civil rights litigation, as it pertains to California cities.
Speaker: *Sean D. Richmond, Senior Deputy City Attorney, Sacramento*

A Comprehensive Update on the Evolving Landscape of Tenant Protections
This session will provide an overview of tenant protection laws and policies, including rent stabilization and just cause for eviction, relocation assistance, antiharassment and anti-retaliation, and limitations on tenant screening practices.
Speakers: *Nazanin Salehi, Associate Attorney, Goldfarb & Lipman LLP*
Thomas Webber, Partner, Goldfarb & Lipman LLP

8:30 - 10:30 a.m.

General Assembly
Grand Ballroom

During the General Assembly, voting delegates will debate and consider general and petitioned resolutions forwarded by the Resolutions Committee.

Are you a voting delegate or alternate? If you have not already checked in to receive your voting card, you may do so in this room beginning at 8:00 a.m.

Program Icons



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FRIDAY, OCTOBER 18

8:45 - 10:45 a.m.
Sign-in begins at
8:15 a.m.



Harassment Prevention Training for Supervisors and Officials (AB 1661) Room 103 AB

This informational and interactive workplace harassment prevention training will teach officials and supervisors how to identify, prevent, and properly respond to workplace harassment, discrimination, retaliation, and abusive conduct in order to avoid personal and agency liability in compliance with AB 1825/2053/1661 and SB 396. Sign-in will begin 30 minutes prior to the session and you must be present for the full two hours to receive the certification of attendance. Entry will be prohibited once the session begins.

The Institute for Local Government is a State Bar of California minimum continuing legal education (MCLE) approved provider and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 2 hours (general credits). Provider #13881

Speakers: Alfonso Estrada, Partner, Hanson Bridgett LLP
Katie Roney, Associate, Hanson Bridgett LLP

9:00 - 10:00 a.m.
Department Meeting

Fire Chiefs Department Meeting Room 202

9:30 - 10:45 a.m.
Concurrent Session

Essential Tips for Effective Council Meetings Room 101 B

Most city council meetings are smooth, orderly, and otherwise unremarkable. Yet, we have all likely had the misfortune of sitting through council meetings that didn't go so well. Effective governance doesn't happen by chance. Learning how to be an effective municipal leader is like learning any new skill — there are “rules of the road” that make one proficient. Hear some tips and best practices that can lead to smoother and more successful council meetings.

Moderator: Jan Perkins, Vice President, Raffetis

Speakers: Steve Jones, Mayor, Garden Grove
Tamara Letourneau, City Manager, Laguna Niguel
Bobbie Singh-Allen, Mayor, Elk Grove

FRIDAY, OCTOBER 18

9:30 - 10:45 a.m.
Concurrent Session

Where the Sidewalk Will End: The Dire Outlook for State Transportation Funding Room 102

The Legislative Analyst's Office (LAO) recently concluded that the state's policy directives for greenhouse gas reductions will have negative impacts on the state's transportation revenues since most funding comes from taxes on gasoline and diesel. The LAO estimates that the state's transportation revenues will decline by \$4.4 billion (31%) over the next decade compared to current levels. Needs are far outstripping resources. Attendees will get their questions answered as they learn more about the competing proposals and how to get engaged.

Moderator: Eric Thronson, Director, Townsend Public Affairs

Speakers: Frank Jimenez, Senior Fiscal and Policy Analyst, Legislative Analyst's Office

Manny Leon, Deputy Director, California Alliance for Jobs
Lauren Prehoda, Road Charge Program Manager, California Department of Transportation

9:30 - 10:45 a.m.
Concurrent Session

How Your City Can Help Secure Residents the Best Possible Insurance Rates Room 104 A

Fire departments need to help residents maintain wildland fire insurance, but they have few tools to do so. This session will go over the steps that local agencies can take to ensure their citizens have every tool at their disposal to maintain fire insurance on their homes.

Speaker: Bernard Molloy II, Fire Chief, Murrieta Fire & Rescue

9:30 - 10:45 a.m.
Concurrent Session

The Playbook for Ending Unsheltered Homelessness Room 203

Unsheltered homelessness is one of the most pressing challenges facing local leaders today, and it's getting worse. Between 2022 and 2023, the number of unsheltered Californians grew 10.3% in just 12 months. City leaders face growing pressure to find solutions and reclaim public spaces yet are immobilized by confusing legal parameters, community resistance, and a declining optimism that this crisis can be solved. Yet some municipalities are doing just that. Leave this session with the tools and inspiration you need to do the same in your community. This session will include small group discussions to workshop these new tools and understand how to solve this crisis in your own community.

Moderator: Elizabeth Funk, Founder & CEO, DignityMoves

Speakers: Juan Garza, Governing Board Member, Metropolitan Water District of Southern California

Matt Mahan, Mayor, San Jose

Elizabeth A. Mitchell, Partner, Umhofer, Mitchell & King LLP

FRIDAY, OCTOBER 18

9:30 - 10:45 a.m.
Concurrent Session

Who Wants to Play the \$250,000 Pyramid Game? Room 204

Come on down! You are the next contestant on the \$250,000 Pyramid Game. In this session, learn about the roles and responsibilities of treasurers/ investment officers, investment policy best practices, cash flow analysis/modeling, and investment terms and concepts. Audience participation is welcome throughout and a must for the session-ending game!

Speaker: Laura Glenn, Senior Director, Public Trust Advisors

10:00 - 10:45 a.m.
Concurrent Session

Legal Issues Session (75 hours General MCLE credit available) Room 104 BC

Moderator: Roxanne M. Diaz, Second Vice President, City Attorneys Department, City Attorney, Cities of Maywood and South Pasadena, Richards, Watson & Gershon 

Surplus Land Act (Part 2)

As a continuation from the City Attorneys Spring Conference, this session will provide an overview of recent changes to the Surplus Land Act, and updates to the HCD Surplus Lands Act Guidelines.

Speakers: Jena Acos, City Attorney, Carpinteria, Shareholder, Brownstein Hyatt Farber Schreck, LLP
Sydney Rennie, Associate, Brownstein Hyatt Farber Schreck, LLP

FRIDAY, OCTOBER 18

11:00 a.m. - 12:30 p.m.

Closing General Session Expo Hall C

Presiding: Gabe Quinto, Second Vice President, League of California Cities and Council Member, El Cerrito

Featuring the Etiwanda Marching Eagle Regiment

Annual Business Meeting

Beacon Awards

Leadership Transition

Swearing in of the Cal Cities Board of Directors

Incoming President's Remarks: Lynne Kennedy,
2024-25 President, League of California Cities and Mayor Pro Tem,
Rancho Cucamonga



Keynote Address: Be the Calm in the Storm
Navigating the challenges of local politics requires a strong, internal compass. Join Captain Sandy Yawn, philanthropist, and star of Bravo's "Below Deck", to learn about the art of self-leadership. Discover how self-discipline, persistence, humility, willingness to change, gratitude, and faith can help you sail through challenges both nautical and municipal. Captain Yawn will share how her inner work has shaped her into a leader and how city leaders can reach deep inside to find the strength, compassion, and tenacity needed to lead, even during stormy seas.

Speaker: Captain Sandy Yawn, Leader, International Speaker, and Businesswoman

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GENERAL INFORMATION

How To Get Involved

There are many ways to be involved in helping your city, and all cities, through Cal Cities. Opportunities include:

- ◆ Be active locally in legislative advocacy.
- ◆ Participate in Cal Cities educational programs.
- ◆ Serve on Cal Cities task forces or committees.
- ◆ Work with key organizations in your city on grassroots lobbying.
- ◆ Participate in the Cal Cities policy development process.
- ◆ Become an officer of your department or division.
- ◆ Contribute to newsletter articles or *Western City* magazine.
- ◆ Participate in information sharing on Cal Cities' website and listservs.
- ◆ Volunteer as a speaker or submit session ideas for Cal Cities meetings.

For more information, visit www.calcities.org/get-involved.



Mayors and Council Members Leadership Academy Torch Program

The Mayors and Council Members Leadership Academy Torch Program is for elected officials who are seeking continuing education to enhance their own knowledge and skills in order to better serve the public. Each year officials from throughout the state earn recognition as they progress upward through three sequential levels of achievement. For more information visit www.calcities.org/mayors-and-council-members.

Private Sector Relations

Although membership in Cal Cities is restricted to the cities of California, businesses can still be involved through numerous means such as being a Cal Cities Partner, sponsoring a conference, exhibiting at the Annual Conference, advertising in *Western City* magazine, or participating in CitiPAC. For more information, please visit www.calcities.org/get-involved/partnership-opportunities.

Caucuses

Join one or more of Cal Cities' Caucuses. Each will host a networking event at the Annual Conference, open to all attendees, and an information table in the Expo Hall, Cal Cities Pavilion.

African American Caucus
Representing the interests of African American city officials and their communities.

www.calcities.org/african-american-caucus

Asian Pacific Islander Caucus
Provides Asian Pacific Islander municipal officials and their colleagues a forum to share ideas, develop leadership experience and opportunities to communicate with the state's API constituency.

www.cacitiesapicaucus.org

Women's Caucus

Supports the locally elected women of California to lead more effectively and succeed on every level. www.cacitieswomenscaucus.org

Latino Caucus

The Latino Caucus continues its goal of improving quality of life through advocacy by addressing professional, socio-economic, educational, cultural, and political issues. www.cacitieslatinocaucus.org

Lesbian Gay Bisexual Transgender Queer Caucus
The Lesbian Gay Bisexual Transgender Queer Caucus mission is to improve the quality of life in California through advocacy by addressing professional, socioeconomic, educational, cultural, and civic issues. www.calcities.org/lgbtq-caucus

Additional Partnerships



The Institute for Local Government promotes good government at the local level with practical, impartial, and easy-to-use resources for California communities. Current program areas and resources to help local officials in service to their communities include local government basics, public engagement, sustainable communities and public service ethics. Please visit www.ca-ilg.org or their table in the Expo Hall.

National League of Cities
The National League of Cities (NLC) is dedicated to helping city leaders build better communities. NLC serves as a resource to and an advocate for the more than 19,000 cities, villages and towns it represents. www.nlc.org

Sister Cities International
Founded in 1956 by President Dwight Eisenhower to advance peace and prosperity through cultural, educational, humanitarian and economic exchanges. It is the world's oldest and largest volunteer network of citizen diplomats. www.sistercities.org



2024 AWARD FOR EXCELLENCE WINNERS

This program, supported by the Cal Cities Partners, recognizes outstanding cities that deliver the highest quality and level of service in the most effective manner possible. Visit the special displays, located in the Expo Hall, by cities that won the prestigious 2024 awards and learn what your city can adapt from their success.

**Community Services and
Economic Development**
CITY OF WATSONVILLE
Watsonville Opportunity to Work

**Economic Development
through the Arts**
CITY OF CONCORD
Creative Concord

**Enhancing Public Trust, Ethics,
and Community Involvement**
CITY OF GOLETA
Bilingual LEAD Goleta Academy

Health and Wellness Programs
CITY OF MODESTO
Healthy Room Project

**Housing Programs and
Innovations**
CITY OF MODESTO
***City of Modesto Innovative Housing
Partnership with Downtown Streets
Team***

**Intergovernmental
Collaboration**
CITY OF LIVERMORE
Horizons Family Counseling

Internal Administration
CITY OF BENICIA
Benicia Budget Challenges

**Partners Award for Excellence
in City-Business Relations**
CITY OF MORENO VALLEY
Hire MoVal

**Planning and Environmental
Quality**
CITY OF BRISBANE
***Brisbane Building Efficiency
Program***

Public Safety
CITY OF MODESTO
***Student Engagement Officer/10K
With A Cop***

**Public Works, Infrastructure,
Transportation**
CITY OF CITRUS HEIGHTS
***Citrus Heights Beautification Crew
and Cares Campaign***

**Ruth Vreeland Award for
Engaging Youth in City
Government**
CITY OF VACAVILLE
Vacaville Summer at City Hall



Schedule subject to change.

Speaker names will be added as they are confirmed.

MCLE sessions are noted on pages 15-17.

Wednesday, Oct. 16

8:30 a.m.-1:00 p.m. City Clerks Workshop (additional registration required)

Local Democracy in the United States: Institutions, Trust, and Public Policy

For many, the term "American government" calls to mind the federal government and presidential elections. But the reality is that the U.S. has almost 90,000 governments, most of which are local governments. This workshop will focus on the role of local democracy in the U.S. The speaker will discuss the history of local governance structures and electoral institutions, the state of Americans' trust in government and elections, major challenges to local governance and democracy, and promising prospects for the future that will prepare city clerks for the 2024 election.

Moderator: Randi Johl, Legislative Director/City Clerk, Temecula

Speaker: Sarah F. Anzia, Chancellor's Professor of Public Policy & Political Science, University of California, Berkeley, and the Hoover Institution

10:00-Noon

Understanding Public Service Ethics Laws and Principles (AB 1234)

State law requires elected and appointed officials to receive two hours of training in specified ethics laws and principles every two years. Newly elected and appointed officials must receive this training within one year of becoming a public servant. Join a panel of experts as they help navigate the ethics laws and principles. Sign-in will begin 30 minutes prior to the session and you must be present for the full two hours to receive the certification of attendance. Entry will be prohibited once the session begins.

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Speaker: Andrew Shen, Senior Counsel, Renne Public Law Group

3:45-5:00 p.m. Concurrent Sessions

Are Cities Ready for an Electric Future?

Having readily available power is key for communities looking to grow clean technologies like electric vehicles, increase economic growth, and meet environmental goals. With electricity demand projected to nearly double in the coming decades, the job of planning and permitting use is more critical than ever. This discussion will provide an overview of California's grid readiness, including the role of local leaders in achieving necessary grid investments and the benefits of action.

Moderator: Kome Ajise, Executive Director, SCAG

Speakers: Aaron Katzenstein, Deputy Executive Officer, South Coast Air Quality Management District

Hamed Mohsenian-Rad, Professor, University of California, Riverside

Devin Rauss, Principal Manager, Southern California Edison

Building Vibrant Communities: Leveraging Partnerships for Fun and Engagement

Explore how collaborative partnerships can create dynamic and engaging communities. Panelists will delve into how alliances between stakeholders can foster innovation, inclusivity, belonging, and ultimately, fun and vibrant communities. Through interactive discussions and practical examples, the panel will showcase how to enhance community engagement and city services, promote cultural enrichment, and nurture spaces where people thrive.

Moderator: David Sander, Mayor, Rancho Cordova, 2024 National League of Cities President

Speakers: Shelley Blanchard, Executive Director, Cordova Community Council
Diann H. Rogers, President and CEO, Rancho Cordova Area Chamber of Commerce

Micah Runner, City Manager, Rancho Cordova

California Economic Forecast: Navigating Economic Trends

For 60 years, UCLA Anderson Forecast has provided forecasts for economies across the country and is one of the most accurate, widely followed, and frequently cited in California. Avenu Insights & Analytics has provided regional forecasts and trends in California for 40 years. Join us as we present our economic forecast for the coming year, along with valuable insight and a detailed explanation behind the numbers.

Moderator: Reva Feldman, Strategic Advisor, Avenu Insights and Analytics

Speakers: Francesco D. Mancia, Advisory Board Member, Avenue Insights and Analytics

Jerry Nickelsburg, Professor of Economics & Director UCLA Anderson Forecast, UCLA Anderson School of Management

How Cities Can Stop the Hate

California's Stop the Hate program — a statewide program implemented locally with community-based partners — is working to stem the rising tide of hate in

California. Panelists will share the resources and services offered through this program that municipal officials and residents can access free of charge. Attendees will learn about the importance of setting up anti-hate initiatives in their communities and how to partner with community organizations through the Stop the Hate grant. *Planned with the Cal Cities API Caucus.*

Moderator: Jeff Maloney, Council Member, City of Alhambra

Speakers: Kiran Bhalla, Project Director, AAPI Equity Alliance
Adam Romero, Deputy Director, California Civil Rights Department
Sayon Syprasoeuth, Co-Acting Executive Director, United Cambodian Community

Navigating Homelessness: A Successful Regional Partnership in North Orange County

Facing court decisions and mounting community pressure, 13 Orange County cities proactively initiated a regional partnership in 2018. Today, the partnership encompasses a network of social workers and liaison officers who provide support services and guidance to two homeless navigation centers. In this session, panelists will discuss how those communities worked with the state and county to establish regional navigation centers with wraparound services, including how to create the funding for construction and ongoing operations.

Moderator: Cindy Silva, Council Member, City of Walnut Creek

Speakers: Marshall R. Goodman, Mayor, City of La Palma
Joshua B. Newman, Senator, CA State Senate
Connor James Traut, Council Member, City of Buena Park

Show Me the Money: Evaluating and Explaining Your City's Financial Condition

With today's world demanding more transparency and accountability, municipal leaders need to understand how to accurately assess a city's financial condition. This means knowing what questions to ask to get an accurate and relevant assessment. The panel will discuss how to manage the perspective of people who see every city expenditure as an example of "wasting money" and the opposite view that the city is "flush with money."

Moderator: Anil Comelo, City Manager, St. Helena

Speakers: Eric M. Hall, Vice Mayor, St. Helena
Claudia Jimenez, Vice Mayor, Richmond
Mark L. Moses, Principal, Mark Moses Consulting

Thursday, Oct. 17

8:15-9:30 a.m. Concurrent Sessions

Battling Misinformation in the Age of Artificial Intelligence

Should artificial intelligence (AI) be feared or embraced? For public officials, it's both. Without proper detection and response strategies, AI can influence elections, foster distrust, and make communication with constituents more difficult. Municipal leaders need to know how to use AI to ensure successful outreach. Experienced crisis communication experts and public information officers will share effective approaches for today's misinformation mayhem. Participants will learn about recent disinformation incidents, ways to maintain digital integrity, and how to promote informed public conversations about the productive and ethical uses of AI.

Moderator: David T. Oro, Vice Mayor, City of American Canyon

Speakers: Brian Baker, President/Founder, Big Sky Crisis Communications

Alexa Davis, Assistant City Manager, Rolling Hills Estates

Douglas A. Levy, Communications Strategist, Doug Levy Communications LLC

Don't Confuse Kindness with Weakness: How to Handle Disruptive Public Meetings

Learn how to handle disruptive meetings online and offline without losing your cool! This presentation will cover how cities can meet their legal obligations to allow open, honest discourse while navigating free speech concerns. The discussion will include important safety tips, with an emphasis on techniques to handle the most combative public speaker. Role-playing scenarios will allow you to put these tips and tricks into immediate practice!

Facilitator: David Lim, Shareholder, Richards, Watson & Gershon (Municipal Law Firm)

Economic Development and Public Finance: New Best Friends Forever?

Consumer preferences and life-work patterns are evolving. Places like car dealerships, shopping malls, and movie theaters are no longer guaranteed economic development anchors. Consumers want experience-based venues and cities want answers for vacant shopping malls and office buildings. This panel will present a new suite of tools — including value capture zoning and economic development districts (EIFDs, CRDs, CFDs) — that trigger private investment, generate local revenues, and encourage vibrant, affordable communities.

Moderator: Larry J. Kosmont, Chairman and CEO, Kosmont Companies

Speakers: Jackie Melendez, Assistant City Manager, Chino

Ronda Perez, City Manager, Palmdale

Mrunal Shah, Partner, Best Best & Krieger LLP

How to Integrate Real-Time Crime Centers and Advanced Training Simulators

Real-time crime centers like the one in Livermore can enhance decision-making and resource allocation, enabling prompt responses to illegal activity — including across jurisdictions. Livermore also uses an immersive training simulator to bolster officers' decision-making, de-escalation, and critical thinking skills, as well as their emotional intelligence. By combining the two, law enforcement

agencies can create safer communities with proactive crime prevention and well-prepared officers. Discover the benefits of collaboration, identify opportunities for further integration, and the benefits of frequent immersive training environments.

Moderator: Marianna Marysheva, City Manager, Livermore

Speakers: Steve Goard, Lieutenant, Livermore Police Department
John Reynolds, Captain, Livermore Police Department
Jeramy Young, Chief of Police, Livermore Police Department

The Impact of Minimum Wage Increases on LGBTQ Workers' Wellbeing

Sixteen dollars doesn't go as far as it used to! This session will explore reasons for supporting an increase in the minimum wage, with a focus on social justice, workers' rights, and equity. Panelists will highlight struggles faced by LGBTQ workers in particular, bridging economic policy with social equity and advocating for a new model that ensures dignity and equality for every worker. The session will also discuss universal basic income as a complementary strategy and the impact of Prop. 209 (1996) on vulnerable groups. The session aims to advocate for comprehensive economic policies that promote justice and inclusion for all. *Planned with the Cal Cities LGBTQ Caucus.*

Moderator: Henry Lo, Council Member, City of Monterey Park

Speakers: Devon Gray, President, End Poverty in California (EPIC)
Juan Muñoz-Guevara, Council Member, City of Lynwood
Sepi Shyne, Council Member City of West Hollywood

The Path Towards Plastic Pollution Prevention

California's recycling landscape is undergoing a seismic shift. Currently, packaging waste makes up over 50% of waste in California's landfills by volume. But under a new law, all single-use plastics and packaging sold in California be recyclable or compostable by 2032. The landmark law shifts the plastic pollution burden from consumers and cities to producers by raising \$5 billion from industry members over 10 years. This will cut plastic pollution and support disadvantaged, low-income, and rural communities most hurt by the impacts of plastic waste. Get an update on the regulations and next steps for implementation.

Moderator: Timothy Burroughs, Executive Director, Stop Waste

Speakers: Shane Buckingham, EPR Program Planning Lead, Circular Action Alliance
Michael Caprio, Director of Government Affairs – CA, Republic Services

Your Housing Element is Certified! Now What?

You survived the housing planning process! The state certified your housing element! What happens now? Local leaders must put the changes in place that turn units on paper into homes, condos, and apartments. But as projects come forward, there are going to be winners and losers — and we're expected to figure it all out. Hear how cities can implement their housing elements that

respect their community's character, attract high-quality developers and developments, and encourage sincere community engagement. This presentation isn't about how Sacramento should fix housing policy or CEQA: It's about turning policies into projects.

Moderator: Bill McReynolds, Council Member, City of Ventura

Speakers: Ryan Aeh, Executive Vice President, City Ventures
Joe Oftelie, President - SoCal Division, Warmington Residential
Alicia Velasco, Planning Director, City of Cypress

11:45 a.m.-12:05 p.m. Speed Session

How Embedded Acoustic Leak Detection is Resolving Non-Revenue Water Loss

The status quo no longer works when it comes to eradicating non-revenue water loss — especially in light of a new statewide water conservation rule. Today's water utilities face unique challenges balancing water conservation, operational efficiency, and environmental responsibility. Hear how real-world utilities have leveraged integrated acoustic leak detection technology and benefitted from low flow rate measurement to track and record water usage. This low-hanging, leaky fruit can help cities easily reduce water loss.

Speaker: Bruce Bharat, Vice President & Country Manager, Kamstrup

12:15-12:35 p.m. Speed Session

Trolls on Social Media: Can I Block Them?

The U.S. Supreme Court issued a ruling this March laying out a test for when council members or other local officials may remove comments or block people on social media. This session will explain the rule and how council members and other public officials may structure their social media accounts so that they can delete comments or block people from their accounts.

Speaker: Laurence Wiener, Shareholder, Richards, Watson & Gershon and City Attorney, Beverly Hills

12:45-1:05 p.m. Speed Session

Code Enforcement

Code enforcement is the Swiss Army tool of public agencies when dealing with a variety of challenges, including housing, homelessness, cannabis, sidewalk vending, short-term rentals, and permitting. Yet code enforcement actions often lead to lawsuits and liability for public agencies, as well as safety concerns for code enforcement officers. This session will provide an overview of code enforcement laws, how to deal with common violations, and the best practices for risk mitigation.

Speaker: Matthew Silver, Managing Partner, Civica Law Group APC

1:00-2:15 p.m. Concurrent Sessions

2024 Playbook for Developments in Municipal Finance Law and Policy

Leading experts will review the latest major changes for California city revenues. Learn about new laws, legal developments, risks, and opportunities that will affect your agency's finances.

Moderator and Speaker: Ben Triffo, Legislative Affairs, Lobbyist, League of California Cities

Speaker: Michael G. Colantuono, President, Colantuono, Highsmith & Whatley, PC

Michael Coleman, Fiscal Policy Advisor, CaliforniaCityFinance.com

A Collaborative Approach to Combat Fentanyl

In this dynamic session, delve into the heart of the fentanyl crisis and learn about a transformative campaign that united the Palmdale community. Learn how local government agencies, nonprofits, schools, and community stakeholders tackled the pervasive issue of fentanyl misuse head-on. Palmdale will share the blueprint behind the #FightFentanylAV campaign, exploring its strategies, challenges, and triumphs. Gain invaluable knowledge on effective community engagement, educational initiatives, and prevention strategies that empower communities to take action against a national crisis. Together, let's build resilient partnerships and forge a strong path towards healthier communities.

Moderator and Speaker: Nardy Lopez, Deputy City Manager, Palmdale

Speakers: Enrique Carmona, Program Director, Pueblo Y Salud

Keisha Como, Program Coordinator, Fight Fentanyl AV

Ruth Morales, Community Outreach Specialist, Drug Enforcement Administration

Capital Improvement Funding for Technology and Innovation within Cities: Black Leadership for Economic Development

By ensuring that Black voices are heard and adequately represented in decision-making processes, cities can properly address a wider range of societal challenges and drive innovation. Join this session to learn about the need for inclusive policies and initiatives that support Black-owned businesses and foster entrepreneurship within underserved communities. By emphasizing the resilience and innovation demonstrated by Black city leaders, entrepreneurs, and professionals, cities can harness the power of technology to build more resilient, equitable, and prosperous futures for all. *Planned with the Cal Cities African American Caucus.*

Moderator: Porsche Middleton, Council Member, City of Citrus Heights

Speakers: Jovan Agee, CEO, Agee Global Solutions

Angelina M. Panettieri, Legislative Director, Information Technology and Communications, National League of Cities

From Policy to Practice: Navigating the EV Transition in California Cities

Meeting California's 2035 zero-emissions goals won't be easy. City and local leaders will need to implement near-term solutions and plan for long-term

systemic change. Join us for an insightful conversation on how cities can navigate this transition. We'll delve into crucial topics and pending questions about procurement strategies, incentive programs, permitting, land use considerations, community engagement, electrical infrastructure development, workforce development, and public-private partnerships.

Moderator: Laura Renger, Executive Director, CalETC

Speakers: Michelle Kinman, Senior Vice President, Market Transformation, Los Angeles Cleantech Incubator

Hannah Steinweg, Public Policy Manager, Rivian

Alex Rounaghi, Mayor Pro Tem, City of Laguna Beach

Housing Law Jeopardy

Since 2017, the laws impacting how a city can and cannot control housing development have changed in numerous ways. Using the Jeopardy! game show format, learn about recent changes in housing laws, with a focus on the Housing Accountability and Housing Crisis acts, density bonuses, accessory dwelling units, SB 35 (Wiener, 2017), and other housing law issues.

Facilitators: Lauren Langer, Partner, Best, Best & Krieger

Ethan Walsh, Attorney, Best Best & Krieger LLP

Wildfire Prevention and Preparedness

Irvine rose to the challenge of the Silverado Fire in 2020, which consumed 13,390 acres, temporarily closed a major road, and forced mandatory evacuation orders for approximately 90,000 residents and schools. The Irvine Police Department has since implemented preventive wildfire mitigation measures using artificial intelligence and predictive technologies to anticipate and remediate damage. Residents are now prepared for any such disaster with the Ready, Set, Go program. This session will be a case study on how to evacuate thousands of residents with no structural damage.

Moderator and Speaker: Farrah Khan, Mayor, City of Irvine

Speakers: Nicholas Freeman, Division Chief, Orange County Fire Authority

Madi Killebrew, Program Manager - Fire Prevention & Management, Irvine Ranch Conservancy

Robert Simmons, Manager, Emergency Services, City of Irvine

1:15-1:35 p.m. Speed Session

The AI Advantage: Automating Road Assessments for More Accurate Pavement Management

With nearly 400,000 miles of road to manage in the state of California, government agencies not using data to plan pavement management are at a disadvantage. Manual assessments require a trained professional and often don't allow for a comprehensive evaluation of every road in a network. Using advancements in smartphone camera technology and artificial intelligence processing, city leaders can generate objective, accurate condition data to

inform their maintenance schedules, leading to long-term cost savings and a better road network.

Speaker: Neil Ghadi, Partnerships/Business Development, Michelin Mobility Intelligence

1:45-2:05 p.m. Speed Session

Integrating Higher Education and Public Sector Employment

What if higher education could integrate degrees and certificates directly into the work of public sector employees and leaders? This vision can be realized through a new model of higher education that integrates work and learning. Rather than viewing them as separate endeavors, this model creates a system that benefits your organization and empowers your employees. By establishing leadership development tracks, career pathways, and flexible, hybrid work schedules, we can draw the next generation toward public service and pave the way for a citizen-centric local government model.

Speaker: Anne K. Turner, Executive Director and Dean of Novel Programs, Claremont Lincoln University

2:30-3:45 p.m. Concurrent Sessions

Are You Ready for Disaster? Implementing Effective Crisis Management in the Early Stages of an Event

Thoughtful and intentional actions taken in the initial hours and days of a disaster set a solid foundation for an effective response and recovery. During the session, panelists will share examples of successes and failures, including effective communication methods for natural disasters and human-caused events. Panel experts will cover why it is important to understand key principles and systems, as well as the tools and processes they have used and honed over multiple events to achieve success.

Moderator: Reva Feldman, Retired City Manager, Malibu

Speakers: Chris T. Geldart, Vice President, Emergent Global Solutions
Mark Ghilarducci, President and CEO, Emergent Global Solutions
Sean McGlynn, City Manager, Escondido

Building Your Own Leadership Roadmap

Each of us is a great leader, with a desire to improve and grow our leadership abilities and style. Explore the dynamic strategies of leadership development by hearing stories of leadership breakthroughs and get a step-by-step guide to grow your leadership skills. *Planned with the Cal Cities Women's Caucus.*

Moderator: Elizabeth Alcantar, Vice Mayor, Cudahy

Speakers: Lauren Babb Tomlinson, Treasurer, California Women Lead
Dr. Diandra "Dee" Bremond, Board President, CA Women Lead

Cyber Security and IT Strategy for Municipalities

According to a recent National League of Cities report, about a quarter of local governments don't have a cybersecurity plan in place. So, where do you begin? We've distilled tips, best practices, and recommendations into a checklist that cities can use to find cybersecurity gaps and create an action plan. With budgets limiting the ability of many cities to hire expensive IT professionals, the panel will also cover the benefits of a partnership with a trusted IT vendor experienced in working with municipalities.

Speaker: Corey Kaufman, Director of Client Strategy & Solutions, VC3

How the Federal Government is Partnering with California to Reduce Barriers to Housing and Services

Addressing unsheltered homelessness is an urgent and high-priority issue for cities across California. Since mid-2023, the U.S. Interagency Council on Homelessness has partnered with California Statewide and Los Angeles city leaders to reduce barriers to housing and services through the All INside Initiative. Hear about the overarching goals of this national initiative, how it's unfolding in California, and what city leaders can do to reduce unsheltered homelessness in their communities.

Moderator: Helene Schneider, Senior Regional Advisor, U.S. Interagency Council on Homelessness

Speakers: Lourdes Castro-Ramirez, Chief of Housing and Homelessness Officer, Office of the Mayor, City of Los Angeles

Maxie Pulliam, All INside Federal Team Lead for the State of CA, U.S. Department of Veterans Affairs

Dhakshika Wickrema, Deputy Secretary, Homelessness, California Business, Consumer Services, and Housing Agency

Winning a Fistful of Dollars for Cities

Securing grants and specialized funding for infrastructure investment and sustainable recovery are key to community prosperity. But it's easier said than done, especially as cities are resetting their economies in a post-pandemic world. What if you had a playbook? Learn about the remaining grant opportunities from the Bipartisan Infrastructure Law and how to install a special financing district to fund improvements and capital maintenance. Cities can combine these districts with grants to deliver infrastructure and public amenities.

Moderator: Steve Samuelian, CEO, California Consulting, Inc.

Speakers: Michael L. Antwine II, City Manager, Bell

Larry J. Kosmont, Chairman and CEO, Kosmont Companies

Robert Lennox, Ed.D. Assistant City Manager, Carson

4:00-5:15 p.m. Concurrent Sessions

City Successes in Responding to Homelessness

Many cities are banding together to reduce homelessness, including Redondo Beach, Torrance, and Santa Monica. While the number of homeless residents increased countywide, the populations of such individuals in these three cities decreased or stayed about the same thanks to their collaborative STEP Court, tiny home village, and street outreach. This discussion will highlight the similarities and differences between the three cities, how they've reduced homelessness, and how the reversal of *Martin v. Boise* and *City of Grants Pass v. Johnson* has impacted their approaches.

Moderator: Michael W. Webb, City Attorney, City of Redondo Beach

Speakers: Joy Ford, Quality of Life Prosecutor, City of Redondo Beach
Jenna Grigsby, Chief Deputy, Criminal Prosecution Unit, Santa Monica City Attorney's Office
Viet Hoang, Deputy City Manager, Torrance

Empowering Latino Homeownership: An Action Plan

Homeownership is important to every Californian, but it's especially vital to Latino families. Despite their significant contributions to our state, these households face major barriers to accessing and sustaining homeownership. City leaders will receive practical tools, resources, and best practices for implementing effective homeownership initiatives tailored to the needs of the Latino community from fellow city officials, community organizations, and other stakeholders. *Planned with the Cal Cities Latino Caucus.*

Moderator: Eddie Flores, Vice Mayor, City of South San Francisco

Speakers: Adam Briones, CEO, California Community Builders
Vanessa Delgado, President, Azure Development
Clemente Mojica, Chief Executive Officer, Neighborhood Partnership Housing Services Inc.
Anna M. Velazquez, Mayor, City of Soledad

How a Transparency Portal Can Improve Accountability and Inform Citizens

Learn how Fairfield launched its new transparency portal in response to calls for greater transparency and accountability. Attendees will gain insights into the strategic considerations, values, and processes that shaped the portal's design and functionality. The session will also dive into the technical aspects of implementing a transparency portal and strategies for overcoming development challenges. Attendees can take these lessons back to their own community to enhance accountability, engagement, and trust in municipal governance.

Moderator and Speaker: Savita Chaudhary, Assistant City Manager, Fairfield

Speakers: David Gassaway, City Manager, Fairfield
Catherine Moy, Mayor, City of Fairfield

Main Street Climate Resiliency: Urban and Rural Solutions

Main street businesses are particularly vulnerable to the increasingly prevalent impacts of climate change. But this challenge is also an opportunity. By

implementing forward-thinking strategies and best practices, cities can ensure that local businesses don't just survive but thrive in both urban and rural areas. Panelists will discuss the importance of local government support, federal and state rebates, and other resources, along with climate-friendly infrastructure projects and transportation. Attendees will gain valuable insights into how they can help small businesses transition toward a more sustainable and resilient future.

Moderator: Tunua Thrash-Ntuk, President and CEO, The Center by Lendistry

Speakers: Evan Johnson, Electrification Program Manager, City of Pasadena
Kanika Kith, Deputy City Manager/Economic Development, San Fernando

Maximize Inflation Reduction Act Funding for Your Community

The need for comprehensive energy reduction, infrastructure upgrades, and resiliency programs varies from community to community. What remains constant is the need for funding. This session will examine how communities can take advantage of state and federal tax incentives, including the Inflation Reduction Act, to become more sustainable and efficient while planning for weather and power considerations.

Moderator: Jennifer Chamberlin, Government and Regulatory Affairs Director, ENGIE NA

Speaker: Matt Cano, Assistant City Manager, Milpitas
Robert O'Brien, Deputy City Manager, Oceanside

Teamwork Makes the Dream Work: Effective City Council-City Manager Relationships Create Thriving Communities

Effective governance requires strong leadership and responsive management. A professional, collaborative, and trusting relationship between a city council and a city manager creates a strong organization that directly translates into thriving communities. In this session, council members and city managers will share insights into what makes a successful council-manager relationship, including how defined roles and responsibilities, open communication, and teamwork achieve positive results that benefit an entire community.

Moderator: Karen Pinkos, City Manager, El Cerrito

Speakers: James R. Lewis, City Manager, Atascadero
Heather Lynn Moreno, Mayor, City of Atascadero
Gabriel Quinto, Council Member (Former Mayor), City of El Cerrito

The Rise of E-Bikes

Like many communities, Irvine has seen a drastic uptick in pedestrian and bicycle-involved injuries as electric bicycles have become more popular. While the city supports modes of transportation that reduce traffic congestion and reduce environmental concerns, public safety needs to be considered. Irvine passed legislation enforcing safety regulations for e-bike users. This includes a partnership with the school district that requires students who ride their e-bikes

and e-scooters to school to undergo training. As legislation moves forward at the state level, the city of Irvine will share best practices for cities that aim to tackle this locally.

Moderator and Speaker: Farrah Khan, Mayor, City of Irvine

Speaker: Jason Scheafer, Motor Training Officer, Irvine Police Department
Peter Sotherland, Active Transportation Coordinator, Orange County Transportation Authority

Friday, Oct. 18

8:45-10:45 a.m.

Harassment Prevention Training for Supervisors and Officials (AB 1661)

This informational and interactive workplace harassment prevention training will teach officials and supervisors how to identify, prevent, and properly respond to workplace harassment, discrimination, retaliation, and abusive conduct in order to avoid personal and agency liability in compliance with AB 1825/2053/1661 and SB 396. Sign-in will begin 30 minutes prior to the session and you must be present for the full two hours to receive the certification of attendance. Entry will be prohibited once session begins.

The Institute for Local Government is a State Bar of California minimum continuing legal education (MCLE) approved provider and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 2 hours (general credits). Provider #13881

Speakers: Alfonso Estrada, Partner, Hanson Bridgett LLP
Katie Roney, Associate, Hanson Bridgett

9:30-10:45 a.m. Concurrent Sessions

Essential Tips for Effective Council Meetings

Most city council meetings are smooth, orderly, and otherwise unremarkable. Yet, we have all likely had the misfortune of sitting through council meetings that didn't go so well. Effective governance doesn't happen by chance. Learning how to be an effective municipal leader is like learning any new skill — there are “rules of the road” that make one proficient. Hear some tips and best practices that can lead to smoother and more successful council meetings.

Moderator: Jan Perkins, Vice President, Raftelis

Speakers: Steve Jones, Mayor, City of Garden Grove
Tamara S. Letourneau, City Manager, City of Laguna Niguel
Bobbie Singh-Allen, Mayor, City of Elk Grove

How Your City Can Help Secure Residents the Best Possible Insurance Rates

Fire departments need to help residents maintain wildland fire insurance, but they have few tools to do so. This session will go over the steps that local

agencies can take to ensure their citizens have every tool at their disposal to maintain fire insurance on their homes.

Speaker: Bernard Molloy II, Fire Chief, Murrieta Fire & Rescue

The Playbook for Ending Unsheltered Homelessness

Unsheltered homelessness is one of the most pressing challenges facing local leaders today, and it's getting worse. Between 2022 and 2023, the number of unsheltered Californians grew 10.3% in just 12 months. City leaders face growing pressure to find solutions and reclaim public spaces yet are immobilized by confusing legal parameters, community resistance, and a declining optimism that this crisis can be solved. Yet some municipalities are doing just that. Leave this session with the tools and inspiration you need to do the same in your community. This session will include small group discussions to workshop these new tools and understand how to solve this crisis in your own community.

Moderator: Elizabeth Funk, Founder and CEO, DignityMoves

Speakers: Juan Garza, Governing Board Member, Metropolitan Water District of Southern California

Matt Mahan, Mayor, City of San Jose

Elizabeth A. Mitchell, Partner, Umhofer, Mitchell & King LLP

Where the Sidewalk Will End: The Dire Outlook for State Transportation Funding

The Legislative Analyst's Office (LAO) recently concluded that the state's policy directives for greenhouse gas reductions will have negative impacts on the state's transportation revenues since most funding comes from taxes on gasoline and diesel. The LAO estimates that the state's transportation revenues will decline by \$4.4 billion (31%) over the next decade compared to current levels. Needs are far outstripping resources. Attendees will get their questions answered as they learn more about the competing proposals and how to get engaged.

Moderator: Eric Thronson, Director, Townsend Public Affairs

Speakers: Manny Leon, Deputy Director, California Alliance for Jobs

Frank Jimenez, Senior Fiscal and Policy Analyst, Legislative Analyst's Office

Lauren Prehoda, Road Charge Program Manager, California Department of Transportation

Who Wants to Play the \$250,000 Pyramid Game?

Come on down! You are the next contestant on the \$250,000 Pyramid Game. In this session, learn about the roles and responsibilities of treasurers/investment officers, investment policy best practices, cash flow analysis/modeling, and investment terms and concepts. Audience participation is welcome throughout and a must for the session-ending game!

Speaker: Laura Glenn, Senior Director, Public Trust Advisors

MCLE Sessions

The League of California Cities¹ is a Multiple Activity Provider for California State Bar approved minimum continuing legal education (MCLE) and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 8.5 credit hours, including 1 hour of Civility subfield credit.

¹Provider No. 1985

Wednesday, Oct. 16

3:30-5:00 p.m. Legal Issues Session

1.5 hours General MCLE credit available

Moderator: Joseph Montes, President, City Attorneys Department, City Attorney, Alhambra, San Marino, and Santa Clarita, Burke, Williams & Sorensen

Welcoming Remarks

Speaker: Dawn McIntosh, City Attorney, Long Beach

General Municipal Litigation Update

This session will provide an update on litigation in federal and state courts, as it pertains to California cities.

Speaker: Mark J. Austin, Partner, Burke Williams & Sorensen

Hate-Bombing and Poetry Recitations: Handling Disruptive Public Comment

Using real-life examples, this session will discuss the law as it applies to public comment and offer practical suggestions for managing disruptive public comment.

Speakers: Amy Ackerman, Partner, Renne Public Law Group

Eli Beckman, Mayor, Corte Madera

Jonathan V. Holtzman, Founding Partner, Renne Public Law Group

Thursday, Oct. 17

8:15-9:45 a.m. Legal Issues Session

1.5 hours General MCLE credit available

Land Use and CEQA Litigation

This session will provide an update on litigation related to land use, and the California Environmental Quality Act.

Speakers: Christie Crawl, Partner, Jarvis Fay

John Luebbeke, Of Counsel, Herum Crabtree Suntag

Development Agreements - All You Need To Know For Successful Development

This session will cover the elements of development agreements required by state law, the approval process, vested development rights, types of projects, best practices, current trends, and tools to achieve community benefits.

Speaker: Gabrielle Janssens, Goldfarb & Lipman LLP

1:00-2:30 p.m. Legal Issues Session

.75 hours General MCLE credit available

Moderator: Joseph Montes, President, City Attorneys Department, City Attorney, Alhambra, San Marino, and Santa Clarita, Burke, Williams & Sorensen

The Builder's Remedy: Fear and Trembling and Local Control

In this session, panelists will discuss the basis for the builder's remedy, examples and case studies of proposed projects, updates on recent cases and state legislation, and potential defenses and strategies.

Speakers: Susan Cola, Assistant City Attorney, Santa Monica
Barbara Kautz, Partner, Goldfarb & Lipman LLP

City Attorneys Department Business Meeting

2:45-3:45 p.m. Legal Issues Session

1 hour of Civility sub-field MCLE credit available

Moderator: J. Christine Dietrick, Director, City Attorneys Department, City Attorney, San Luis Obispo

Improving Civility

This session will showcase a discussion on improving civility, courtesy, integrity, and professionalism in the practice of law and the judicial process.

Speaker: Honorable Wendy Chang, Judge, Los Angeles Superior Court, Member, California Civility Task Force
Honorable Mary H. Strobel (Retired), Signature Resolution

4:00-5:30 p.m. Legal Issues Session

1.5 hours of General MCLE credit available

Labor and Employment Litigation

This session will provide an update on labor and employment litigation, as it pertains to California cities.

Speakers: Elizabeth Tom Arce, Partner, Liebert Cassidy Whitmore
Jennifer Rosner, Partner, Liebert Cassidy Whitmore

Homeless Enforcement in Light of Boise, Grants Pass, and Supreme Court Review!

This session will focus on the impacts and practical methods of addressing, homeless issues following the decisions in the Boise and Grants Pass cases.

Speaker: Curtis Wright, Managing Partner, Serviam by Wright LLP

Friday, Oct. 18

8:15-9:45 a.m. Legal Issues Session

1.5 hours of General MCLE credit available

Moderator: Prasanna W. Rasiah, Second Vice President, City Attorneys Department, City Attorney, San Mateo

Municipal Tort and Civil Rights Litigation

This session will provide an update on municipal tort and civil rights litigation, as it pertains to California cities.

A Comprehensive Update on the Evolving Landscape of Tenant Protections

This session will provide an overview of tenant protection laws and policies, including rent stabilization and just cause for eviction, relocation assistance, anti-harassment and anti-retaliation, and limitations on tenant screening practices.

Speaker: Nazanin Salehi, Associate, Goldfarb & Lipman LLP

10:00-10:45 a.m. Legal Issues Session

.75 hours of General MCLE credit available

Moderator: Roxanne Diaz, Second Vice President, City Attorneys Department, City Attorney, Maywood and South Pasadena, Richards, Watson & Gershon

Surplus Land Act (Part 2)

This session will provide an overview of recent changes to Surplus Land Act, and updates to the HCD Surplus Lands Act Guidelines.

Speakers: Jena S. Acos, City Attorney, Carpinteria, Brownstein Hyatt Farber Schreck, LLP

Sydne Rennie, Associate Attorney, Brownstein Hyatt Farber Schreck, LLP

Council Conferences/Trainings FY 24-25 Budget Tracking Sheet

Mayor Montano				
	Training/Travel Event	FY24-25 Amount Expended/Estimated	Total \$	Remaining Balance \$
1	Long Beach Annual Conference and Expo: Oct 16 - 18, 2024	\$ 3,000.00	\$ 3,000.00	\$ 7,000.00

Vice Mayor Chua				
	Training/Travel Event	FY24-25 Amount Expended/Estimated	Total \$	Remaining Balance \$
1			-	10,000.00

Councilmember Phan				
	Training/Travel Event	FY24-25 Amount Expended/Estimated	Total \$	Remaining Balance \$
1			-	10,000.00

Councilmember Lien				
	Training/Travel Event	FY24-25 Amount Expended/Estimated	Total \$	Remaining Balance \$
1			-	10,000.00

Councilmember Barbadillo				
	Training/Travel Event	FY24-25 Amount Expended/Estimated	Total \$	Remaining Balance \$
1			-	10,000.00



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	FY 2023-24 Fourth Quarter Financial Status Report, Fund Balances and Related Budget Actions to Close FY 2023-24 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	10/1/2024
Recommendation:	1. Review and accept the FY 2023-24 Quarterly Financial Status Report for the quarter ending June 30, 2024 (unaudited); and 2. Approve related budget actions to close FY 2023-24

BACKGROUND:

On June 6, 2023, the City Council adopted the FY 2023-24 Operating Budget of \$231.9 million, which included a General Fund Budget of \$129.5 million. After the FY 2023-24 Operating Budget adoption, the Administration closely monitored the City Budget across all its funds, with an emphasis on the General Fund and Enterprise (Water and Sewer) Funds, to ensure current year revenues and expenditures were meeting expectations. During the fiscal year, the City Council approved budget amendments that realigned revenue with updated projections of expenditures. The FY 2023-24 Amended Operating Budget (Budget) for General Fund revenue is \$127.8 million plus a \$2.4 million use of reserves; expenditures are \$132.2 million.

ANALYSIS:

This staff report provides the final quarterly update for FY 2023-24 on budget versus actual revenues and expenditures of the General, Water and Sewer Funds, based on unaudited financial reports as of June 30, 2024. Further, this staff report includes recommended budget amendments to close out FY 2023-24 and implement City Council-approved reserve policies.

Fourth Quarter Financial Status Report

The Fourth Quarter Financial Status Report and attachments provide an overview of the unaudited financial status for the General, Water, and Sewer Funds for FY 2023-24 as of June 30, 2024, and variance analyses of Budget versus actual revenues and expenditures for the fourth quarter of FY 2023-24. The table below summarizes the unaudited General Fund FY 2023-24 revenues, expenditures, and surplus of \$5.3 million. This surplus is determined annually based on City revenue and expenditure savings for the fiscal year.

General Fund (\$ million)	FY 2023-24 Adopted Budget	FY 2023-24 Amended Budget	Unaudited Actuals As of 6/30/24	Budget Variance \$	Unaudited Actuals to Amended Budget Variance %
Revenue	\$127.1M	\$127.8M			
Reserves*		2.4M			
Total Revenue & Reserves		\$130.2M	\$130.1M	\$0.1M	100.1%
Expenditure	129.5M	132.2M**	124.8M	7.4M	5.6%
Surplus/(Deficit)	(\$2.4M)	(\$2.0M)	\$5.3M		
* Reserves include approximately \$800K from the Facilities Replacement Reserve and \$1.6 million from the Information Technology Replacement Reserve used to support Capital Improvement Projects.					
** Primarily due to prior year encumbrances, purchase orders and contracts					

General Fund Revenues

For the twelve months ending June 30, 2024, the General Fund received \$130.1 million in revenues, approximately 100.1%, of the \$130.2 million Amended Budget. This is primarily due to favorable variances in property tax (\$2.7 million), use of money and property revenue (\$0.9 million), and other revenues (\$0.8 million), offset by decreases in revenues from licenses, permit and fines and charges for services. A summary analysis on major revenue sources of unaudited figures is provided below.

	FY 2023-24 Adopted Budget	FY 2023-24 Amended Budget	FY 2023-24 Receipts 06/30/2024	Outstanding Favorable/ (Unfavorable)	% Receipts	FY 2023-24 Receipts 06/30/2023	FY 2023-24 vs FY 2022-23 % Increase/ (Decrease)
General Fund Revenues							
Property Tax	\$46,023,854	\$46,023,851	\$48,723,543	\$2,699,692	105.9%	\$47,210,420	3.2%
Sales and Use Tax	28,877,560	28,877,560	29,012,573	135,013	100.5%	31,259,802	(7.2%)
Sales and Use Tax - Measure F	6,991,000	7,291,000	6,823,562	(467,438)	93.6%	7,215,906	(5.4%)
Transient Occupancy Tax	11,811,236	11,811,236	11,537,074	(274,162)	97.7%	11,189,758	3.1%
Licenses, Permits & Fines	8,662,020	9,162,020	7,662,529	(1,499,491)	83.6%	8,259,590	(7.2%)
Operating Transfer In	8,131,426	8,148,456	8,148,456	-	100.0%	7,168,628	13.7%
Charges for Services	8,111,025	7,917,130	7,168,051	(749,079)	90.5%	6,599,113	8.6%
Franchise Fees	5,811,868	5,811,868	6,185,057	373,189	106.4%	5,689,722	8.7%
Other Taxes	1,088,586	1,088,586	1,143,759	55,173	105.1%	1,044,357	9.5%
Intergovernmental	820,572	904,236	1,190,767	286,531	131.7%	2,014,567	(40.9%)
Use of Money and Property	414,000	414,000	1,306,730	892,730	315.6%	634,276	106.0%
Other Revenues	389,525	389,525	1,201,687	812,162	308.5%	858,731	39.9%
Total General Fund Revenue	\$127,132,672	\$127,839,468	\$130,103,788	\$2,264,320	101.8%	\$129,144,870	0.7%

- **Property Taxes and Redevelopment Property Tax Trust Fund:** Revenues are 3.2% higher than last year at the same time, due to a one-time, higher \$4.2 million Excess ERAF payment received vs. \$2.5 million budgeted. In an abundance of caution per County of Santa Clara advice, the City has set aside 30% of its annual allocation of excess ERAF funding since 2022, due to ongoing litigation about including charter schools in ERAF calculations. While court decisions to date have favored cities and counties, the 2024–25 California budget includes statutory changes that would allow charter schools to be funded with ERAF, which is expected to decrease the City's share of excess ERAF by that estimated 30% each year.¹
- **Sales & Use Tax:** Revenues are currently 7.2% lower than at the same point last year, largely due to reduced consumer consumption.
- **Sales & Use Tax - Measure F:** Measure F became operative April 1, 2021, and sunsets on March 31, 2029. For the quarter ending June 30, 2024, the City received \$6.8 million, or 93.6%, of the Amended Budget.
- **Franchise Fees:** Revenues are 9.7% greater than last year at the same time, due to higher receipts of garbage debris box and residential garbage fees.
- **Hotel/Motel or Transient Occupancy Tax (TOT) Tax:** Revenues are 3.1% greater than last year at the same time. While hotel operators generated higher revenues than FY 2022-23, most did not achieve the revenue level anticipated in the Amended Budget. At \$11.5 million, TOT revenue remains 21% below a historic high of \$14.5 million in pre-COVID FY 2018-19.
- **License and Permits:** Revenues are 7.2% lower than last year at the same time due to fewer building permits issued. Developer and builder project delivery timelines, and respective building permit revenues, fluctuate and are seldom within City control.
- **Charges for Services:** For the twelve months ending June 30, 2024, \$7.2 million, or 90.5%, of the \$7.9 million Amended Budget has been received. The unfavorable variance was mainly attributed to the decrease in After the Bell participation, a decrease in recreation fees, and lower-than-expected ambulance service fees. Despite these challenges, revenues are 8.6% higher compared to the previous year.
- **Intergovernmental:** Revenues are 40.9% lower than last year, primarily due to an improved fire season and therefore less fire mutual aid reimbursement and the elimination of the Expanded Learning

¹ County of Santa Clara, Office of the County Executive, *Impacts of Re-Directing Excess ERAF from Counties* <https://countyexec.sccgov.org/impacts-re-directing-excess-erac-counties#:~:text=The%20estimated%20impact%20to%20Santa,undeterred%20by%20this%20inconvenient%20fact>

Opportunity Program (ELOP). Intergovernmental revenues have offsetting expenditures.

- **Use of Money and Property:** Revenues are twice last year's revenues, as the City investment portfolio is earning significantly higher income than last year. This uptick in income is primarily due to higher yield rate in the short-term portfolio, and a rise in market interest rates because of tighter Federal policy designed to combat inflation.

General Fund Expenditures

For the twelve months ending June 30, 2024, the General Fund expenditures were \$124.8 million (including encumbrances of \$2.1 million), which is \$7.4 million (5.6%) less than the Amended Budget of \$132.2 million. The Amended Budget represents the adopted appropriation of \$129.5 million, plus \$2.0 million of prior year encumbrances, and \$0.7 million in amendments. As of June 30, 2024, General Fund expenditures are consistent with the prior year as a percentage expended of the budget.

Departments	Amended Budget	Expenditure	Encumbrance	Total YTD Expenditure	% of Amended Budget	FY 2022-23 Expenditure Including Encumbrance	FY 2023-24 vs FY 2022-23 Increase/ (Decrease)
Building Safety & Housing	\$6,321,479	\$6,181,321	\$58,732	\$6,240,053	98.7%	\$5,922,438	5.4%
City Attorney	1,224,505	1,085,151	35,160	1,120,311	91.5%	741,681	51.1%
City Clerk	578,415	496,812	-	496,812	85.9%	416,588	19.3%
City Council	541,694	360,421	48,509	408,930	75.5%	393,296	4.0%
City Manager	2,313,594	1,911,486	168,380	2,079,866	89.9%	2,296,933	(9.5%)
Economic Development	1,012,750	778,856	65,853	844,709	83.4%	776,510	8.8%
Engineering	3,576,679	3,488,064	75,013	3,563,077	99.6%	3,468,729	2.7%
Finance	4,915,591	4,415,075	200,558	4,615,633	93.9%	4,371,531	5.6%
Fire	30,061,018	28,327,341	192,997	28,520,338	94.9%	28,753,411	(0.8%)
Human Resources	2,032,773	1,806,748	55,378	1,862,126	91.6%	1,829,885	1.8%
Information Technology	4,381,285	3,967,712	290,491	4,258,203	97.2%	3,089,007	37.9%
Non-Departmental	11,297,921	8,843,370	272,828	9,116,198	80.7%	8,971,583	1.6%
Planning	2,142,420	1,917,230	46,882	1,964,112	91.7%	2,236,260	(12.2%)
Police	41,082,093	38,863,762	209,973	39,073,735	95.1%	37,161,035	5.1%
Public Works	11,007,505	10,626,765	329,592	10,956,357	99.5%	9,514,103	15.2%
Recreation & Community Services	6,468,176	6,371,975	93,787	6,465,762	100.0%	6,189,906	4.5%
Transfers In/Out/Revenue	3,243,817	3,243,817	-	3,243,817	100.0%	2,391,866	35.6%
Grand Total	\$132,201,715	122,685,906	2,144,133	124,830,039	94.4%	118,524,762	5.3%

Grants and Donations

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

- Energy Resources Conservation Grant - \$60,000
- Home and Community Based Services (HCBS) Senior Nutrition Infrastructure grant - \$72,683

Unanticipated Expenditure Reserve

In accordance with the City Council-approved Budget Guidelines, as part of the quarterly financial status reports, staff shall report on the use of the Unanticipated Expenditure Reserve for the 4th quarter.

Description	Amount
Phenix Investigation, Inc.	5,895
The Lew Edwards Group	14,786
Total for the Quarter ending June 30, 2024	\$20,681

General Fund Reserve Policies Implementation and Recommendation

For the fiscal year ended June 30, 2024, the City General Fund unaudited net surplus is \$5.3 million, with revenues of \$130.1 million and expenditures of \$124.8 million. This net surplus is due to favorable revenue variances; expenditure savings are predominately due to staff vacancies.

Based on the General Fund unaudited FY 2023-24 operating expenditures of \$124.8, the reserve target for the Contingency Reserve and the Budget Stabilization Reserve (BSR) is set at \$20.9 million or approximately 16.67% of \$124.8 million. Consistent with the Council-approved General Fund Reserve Policies (Resolution No. 9252, dated June 6, 2023), staff allocated the FY 2023-24 General Fund surplus as illustrated below. Also, pending final settlement of ongoing excess ERAF litigation, the proposed surplus allocation sets aside \$1.2 million, which represents 30% of \$4.2 million FY 2023-24 ERAF revenues, for excess ERAF Litigation Contingency.

In millions (\$M)	FY 2023-24 Estimated Reserve Balance BEFORE Allocation (as of 6/30/2024)	FY 2023-24 Estimated Reserve Balance AFTER Allocation (as of 6/30/2024)
Unaudited Net Surplus Balance to Allocate		5.3
ERAF Litigation Contingency at 30% of Receipts*	2.3	1.2
Remaining Unaudited Net Surplus Balance to Allocate to Reserve Policy Tiers		4.1

* FY 2023-24 excess ERAF Revenues received were \$4.2 million.

Policy Tiers (in millions [\$M])		FY 2023-24 Estimated Reserve Balance BEFORE Allocation (as of 6/30/2024)	Recommended Allocation/ Per Council Policy	FY 2023-24 Estimated Reserve Balance AFTER Allocation (as of 6/30/2024)
Remaining Unaudited Net Surplus Balance to Allocate to Reserve Policy Tiers			4.1	
1	General Fund Contingency Reserve	19.8	1.1	20.9
1	General Fund Budget Stabilization Reserve	19.8	1.1	20.9
1	Future Deficit Reserve	1.5	-	1.5
2	PERS Rate Stabilization	6.1	1.9	8.0
2	Artificial Turf Replacement	1.9	-	1.9
2	Facilities Replacement Fund	6.2	-	6.2
Total General Fund Various Reserves		55.3	4.1	59.4
3	General Government Capital Improvement Program (20%)	5.3	-	5.3
3	Storm Drain (30%)	2.7	-	2.7
3	Housing Community Benefit (10%)	3.2	-	3.2
3	Transportation & Transit (10%)	1.4	-	1.4
3	Technology Replacement Fund (15%)	2.6	-	2.6
3	SPAR (Strategic Property Acq. Rev) (10%)	0.7	-	0.7
3	General Fund Unassigned (5%)	0.3	-	0.3
Subtotal		16.2	-	16.2
Total Various Fund Various Reserves		71.5	4.1	75.6

Water Maintenance & Operation (M&O) Fund Financial Status (Attachment 1)

Revenues: For the twelve months ending June 30, 2024, \$32.0 million of charges for services, or 95.0%, of the \$33.7 million budgeted has been received. Total revenue received amounts to \$33.3 million, or 97.3%, of the \$34.2 million budgeted.

Expenditures: For the twelve months ending June 30, 2024, \$33.5 million or 98.8%, of the \$33.9 million amended budgeted has been spent.

Water Fund Operating Result: For the fiscal year ended June 30, 2024, the Water Fund realized revenues of \$33.3 million and expenditures of \$33.5 million, resulting in a net operating deficit of \$0.2 million. Charges for services are 5% below the Amended Budget, primarily due to a decrease in irrigation needs. Heavy rainfall in both 2023 and 2024 reduced the need for irrigation, significantly affecting revenue from water usage charges.

Sewer Maintenance & Operation (M&O) Fund Financial Status (Attachment 1)

Revenues: For the twelve months ending June 30, 2024, \$24.7 million of charges for services, or 105.1%, of the \$23.5 million budgeted has been received. Total revenue received amounts to \$25.7 million, or 108.0%, of the \$23.8 million budgeted.

Expenditures: For the twelve months ending June 30, 2024, \$15.4 million, or 89.7%, of the \$17.2 million amended budgeted has been spent.

Sewer Fund Operating Result: For the fiscal year ended June 30, 2024, the Sewer Fund realized revenues of \$25.7 million and expenditures of \$15.4 million. This resulted in Sewer Fund expenditure savings of \$10.2 million, which was \$4 million higher than projections made in the sewer rate model. The favorable variance is due to higher than budgeted sewer charges, reduced contributions to the City of San José sewer treatment plant, and vacancy savings.

Budget Amendments Recommendations

Staff recommends for Council consideration and approval the following budget amendments to align appropriations to actual expenditures incurred, services rendered, and revenues received. The budget appropriation amendment recommendations are summarized below:

- a. Appropriate interest earned from 2019 Water Revenue Bond by \$127,009. Water Revenue Bond proceeds were budgeted to partially fund three water projects – CP 7076 Well Upgrade Project, CIP 7121 Automated Meter Replacement Program, and CP 7127 Water Supervisory Control & Data Acquisition. This appropriation increases the Water Bond funding source and decreases Water Fund funding source by \$127,009. This represents a net zero change to the FY 2023-24 Capital Improvement Program Budget.

	Total Project Budget	Increase/(Decrease) Water Bonds Funding Source	Increase/(Decrease) Water Fund Funding Source	Revised Project Budget
CP 7076 Well Upgrade Project	\$14,490,000	\$335,262	(\$335,262)	\$14,490,000
CP 7127 Automated Meter Replacement Program	14,047,700	463,300	(463,300)	14,047,700
CP 7127 Water Supervisory Control & Data Acquisition	6,516,600	(671,553)	671,553	6,516,600
Net Budgetary Impact	\$35,054,300	\$127,009	(\$127,009)	\$35,054,300

In addition, CP 7121 Automated Meter Replacement Project requires additional funding of \$332,961 to close out. The additional cost is proposed to be funded by the Water Fund. Currently, the City and the Santa Clara Valley Water District (District) have a water conservation program cost-sharing agreement where the District agrees to reimburse the City \$10 per meter if specific requirements are met. This reimbursement arrangement will last for 7 years. In Fiscal Year 2023-24, the City received \$165,000 in year 1, and estimates the reimbursement amount will remain at approximately \$165,000 from year 2 to year 7. This reimbursement will be allocated to the Water Fund to offset some of the additional funding needed for this project.

- b. Budget carryforward for vehicles and related outfitting cost total of \$1,006,940 to reduce the FY 2023-24 Amended Budget, which will be re-appropriated in FY2024-25. These vehicles could not be procured in FY 2023-24 due to supply chain inventory shortages.

POLICY ALTERNATIVE(S):

Alternative 1: None.

FISCAL IMPACT:

For the fiscal year ended June 30, 2024, the City's General Fund unaudited surplus of \$5.3 million, with revenues of \$130.1 million and expenditures of \$124.8 million. This result is primarily from revenues and expenditure savings.

California Environmental Quality Act (CEQA):

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

RECOMMENDATION:

1. Review and accept the FY 2023-24 Quarterly Financial Status Report for the quarter ending June 30, 2024 (unaudited); and
2. Approve related budget actions to close FY 2023-24

Attachment(s):

FY 2023-2024 Water and Sewer Funds Financial Status for Fiscal Year-To-Date June 30, 2024

Attachment 1
City of Milpitas
Water and Sewer Financial Status
For Fiscal Year-To-Date June 30, 2024 (unaudited)

Water Fund

Revenue Categories	Adopted Budget	Amendments	Grants C/O	Amended Budget	Receipt	Outstanding	% Receipt	Receipt 6/30/2023	% Receipt 6/30/2023
Charges for Services	\$ 33,748,979	\$ -	\$ -	\$ 33,748,979	\$ 32,070,393	\$ 1,678,586	95.0%	\$ 30,648,421	92.5%
Intergovernmental	-	-	-	-	61,437	(61,437)	-	59,084	-
Licenses, Permits & Fines	-	-	-	-	-	-	-	99,113	-
Other Revenues	-	-	-	-	294,908	(294,908)	-	59,517	-
Use of Money and Property	428,455	-	-	428,455	833,409	(404,954)	194.5%	424,440	114.8%
Grand Total	\$ 34,177,434	\$ -	\$ -	\$ 34,177,434	\$ 33,260,147	\$ 917,287	97.3%	\$ 31,290,575	93.4%

Expenditures by Department	Adopted Budget	Amendments	Grants C/O	Encumb. C/O	Amended Budget	Expenditure	Encumbrance	Total YTD Exp.	% of Amended Budget	Total YTD Exp. 6/30/2023	% of Amended Budget 6/30/2023
City Attorney	\$ 9,000	\$ -	\$ -	\$ -	\$ 9,000	\$ -	\$ -	\$ -	-	\$ -	-
City Manager	9,167	-	-	-	9,167	4,125	-	4,125	-	-	-
Finance	1,097,356	-	-	11,647	1,109,003	1,040,003	27,379	1,067,382	96.2%	951,230	84.0%
Non-Departmental	24,839,144	-	-	4,753	24,843,897	21,905,388	2,958,353	24,863,741	100.1%	20,000,256	85.5%
Public Works	4,993,205	-	-	64,204	5,057,409	4,408,583	250,424	4,659,007	92.1%	4,501,506	101.1%
Transfers In/Out/Revenue	2,869,298	-	-	-	2,869,298	2,869,298	-	2,869,298	100.0%	2,687,393	100.0%
Grand Total	\$ 33,817,170	\$ -	\$ -	\$ 80,604	\$ 33,897,774	\$ 30,227,397	\$ 3,236,156	\$ 33,463,553	98.7%	\$ 28,140,385	88.8%

Sewer Fund

Revenue Categories	Adopted Budget	Amendments	Grants C/O	Amended Budget	Receipt	Outstanding	% Receipt	Receipt 6/30/2023	% Receipt 6/30/2023
Charges for Services	\$ 23,539,248	\$ -	\$ -	\$ 23,539,248	\$ 24,744,543	(1,205,295)	105.1%	\$ 24,699,029	100.9%
Intergovernmental	-	-	-	-	-	-	-	-	-
Licenses, Permits & Fines	-	-	-	-	-	-	-	56,775	-
Other Revenues	-	-	-	-	111,293	(111,293)	-	39,282	100.0%
Use of Money and Property	286,967	-	-	286,967	868,294	(581,327)	302.6%	518,432	251.8%
Grand Total	\$ 23,826,215	\$ -	\$ -	\$ 23,826,215	\$ 25,724,130	(1,897,915)	108.0%	\$ 25,313,518	102.4%

Expenditures by Department	Adopted Budget	Amendments	Grants C/O	Encumb. C/O	Amended Budget	Expenditure	Encumbrance	Total YTD Exp.	% of Amended Budget	Total YTD Exp. 6/30/2023	% of Amended Budget 6/30/2023
City Manager	\$ 9,167	\$ -	\$ -	\$ -	\$ 9,167	\$ 4,126	\$ -	\$ 4,126	-	\$ -	-
Engineering	-	-	-	-	-	-	-	-	-	-	-
Finance	670,509	-	-	11,647	682,156	637,631	27,221	664,852	97.5%	621,606	85.0%
Non-Departmental	11,223,018	-	-	23,458	11,246,476	10,041,238	139,547	10,180,785	90.5%	9,148,586	87.3%
Public Works	3,643,288	-	-	109,807	3,753,095	2,812,725	264,783	3,077,508	82.0%	6,247,393	126.2%
Transfers In/Out/Revenue	1,503,623	-	-	-	1,503,623	1,503,623	-	1,503,623	100.0%	1,444,196	100.0%
Grand Total	\$ 17,049,605	\$ -	\$ -	\$ 144,912	\$ 17,194,517	\$ 14,999,343	\$ 431,551	\$ 15,430,894	89.7%	\$ 17,461,781	99.2%



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize the City of Milpitas to Join with Other Public Agencies as a Shareholder of the California Asset Management Trust (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	10/1/2024
Recommendation:	(1) Adopt a resolution for the City of Milpitas to join with other Public Agencies as a Shareholder of the California Asset Management Trust, a Joint Powers Authority, to invest in shares of the Trust; and (2) Authorize the City Manager, the Assistant City Manager and the Finance Director or their designees to execute any required documents, including the California Asset Management Trust Declaration of Trust.

BACKGROUND:

The California Asset Management Program (CAMP) was created in 1989 when two public agencies formed the California Asset Management Trust (Trust), a Joint Powers Agency (JPA), with the objective of meeting local government investment needs at a reasonable cost. Trust activities are directed by a Board of Trustees, all of whom are finance officials of California public agencies. As a result, the Trust is accountable solely to its public agency Shareholders.

Initially, the Trust was formed to assist California public agencies with investing proceeds of tax-exempt bonds and complying with respective arbitrage regulations. Responding to the needs of its Shareholders, the Trust was later modified to provide for the investment of operating funds and capital reserves.

On September 17, 2024, the City Council approved Resolution No. 9354 approving the City of Milpitas Investment Policy for FY 2024-25 (Policy)¹. The Policy added local government investment pools (LGIPs) as permitted investments. LGIPs are governmental investment pools organized as joint powers authorities. The securities in the pools must be allowed in an approved investment policy by California Government Code §§16340, 16429.1-16429.4 and 53600 et seq. Moreover, the pools currently available in California tend to be in the highest rating category and focus on providing their participants with same-day or next-day liquidity. The City Policy already included a section on performing due diligence on any pooled investments such as money market mutual funds and the State of California Local Agency Investment Fund (LAIF), the State Treasurer's pool. Inclusion of LGIPs in the City investment portfolio allows the City to diversify its most liquid investments. LGIPs will also be subject to the City's usual, rigorous due diligence process. CAMP is an eligible investment under the LGIPs section of the City Policy.

ANALYSIS:

The Trust Cash Reserve Portfolio (Pool) is a short-term portfolio which, in order of priority, seeks to preserve principal, provide daily liquidity and earn a high level of income. The Pool is a long-established short-term investment alternative for California public agencies. In conjunction with the Pool, the Trust offers a variety of cash management tools to assist public agencies in effectively managing their cash. The Pool has over \$18,142,693,479 in public agency assets under management as of June 30, 2024.

¹ City of Milpitas City Council Meeting, September 17, 2024, Item 7, Adopt a Resolution approving the City of Milpitas Investment Policy for FY 2024-25, <https://milpitasca.portal.civicclerk.com/event/2039/files/report/438>

Some of the key benefits of the Pool, as identified within the CAMP Program Guide (Attachment A), are as follows:

- Safety: Standard and Poor's (S&P), one of the nationally recognized rating agencies, reviews the assets of the Pool each week. For the Pool to maintain the S&P "AAAm" rating, the Pool must meet certain credit rating standards and not exceed the average maturity allowed by S&P. In addition, a third-party custodian holds all cash and securities.
- Daily liquidity: Shareholders may make withdrawals on any business day (same-day if CAMP is notified by 11:00 a.m. Pacific Time), and there is no limit on the number of transactions.
- Competitive yields
- Unlimited investments and withdrawals
- Interest earned daily and credited monthly
- Monthly statements
- For the proceeds of tax-exempt bonds, services to help ensure compliance with the arbitrage requirements of the Internal Revenue Code of the U.S. Department of Treasury for bond proceeds including arbitrage tracking, expenditure tests, annual estimates of rebate liability and rebate calculations on Installment Computation Dates.

CAMP is governed by a seven-member board of California public finance officials. CAMP's Investment Adviser, PFM Asset Management LLC (PFMAM), provides day-to-day portfolio management and program administrative services. PFMAM specializes in providing investment management services to public agencies. As of June 30, 2024, PFMAM manages and advises on over \$204,404,428,506 in public assets, including \$82,825,238,645 for California public agencies.

Additional information on the Trust includes the Program Fact Sheet as of August 31, 2024 (Attachment B), the Amended and Restated By-Laws of the California Asset Management Trust (Attachment C) and the CAMP Annual Report for the period ending December 31, 2023 (Attachment D). Attachment E is the California Asset Management Trust Declaration of Trust which will be executed by the Finance Director or designee if the City Council approves the staff recommendation. Other documents to be executed to join the Trust are administrative in nature.

POLICY ALTERNATIVES:

Alternative 1: Do Not Authorize the City of Milpitas to join with other public agencies as a Shareholder of the California Asset Management Trust to invest in shares of the Trust

Pros: Maintains City account reconciliations at the current level of activity and number of accounts.

Cons: Lose the potential for the City to earn an improved return through an eligible investment.

Reason For Not Recommending: There will only be one (1) CAMP Trust account added to the City's reconciliation portfolio, while leaving the City's short-term liquid investments in its current investment pools represents a potential opportunity cost in terms of lost interest.

FISCAL IMPACT:

None; there is no fiscal impact from adopting the Resolution to join the California Asset Management Trust.

California Environmental Quality Act (CEQA):

The City Council adoption of the Resolution is not a "project" under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline §153378(b)(5) because it is an administrative activity that will not result in a direct or indirect physical change in the environment.

RECOMMENDATION:

Adopt a Resolution for the City Of Milpitas to join with other Public Agencies as a Shareholder of the California Asset Management Trust, a Joint Powers Authority, to invest in shares of the Trust, and Authorize the City Manager, the Assistant City Manager and the Finance Director or their designees to execute any required

documents, including the California Asset Management Trust Declaration of Trust

ATTACHMENT(S):

- (a) California Asset Management Program (CAMP) Program Guide (January 12, 2023)
- (b) CAMP Program Fact Sheet (August 31, 2024)
- (c) Amended and Restated By-Laws of the California Asset Management Trust
- (d) CAMP Annual Report for the period ending December 31, 2023
- (e) California Asset Management Trust Declaration of Trust
- (f) Draft Resolution

PROGRAM GUIDE

January 12, 2023

This Program Guide includes an Information Statement that contains important information on the California Asset Management Trust. Please read the Information Statement carefully before you invest in the Trust.

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Part 1

Key Facts

Part 1 presents key facts about the Portfolios, including information on costs, minimums, policies, and how to place transaction orders. Part 1 is descriptive, not definitive, and is qualified by the information contained in Part 2.

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Part 2

Information Statement

Part 2 contains supplemental information to Parts 1 and 3. Some of this information further defines or qualifies information presented in Part 1. There is also information on additional topics, such as the history of the Trust and a list of the Trustees. Parts 1, 2, and 3 together constitute the offering document for the Pool, Term, and Individual Portfolios.

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Individual Portfolios

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Part 1

Terms Used in This Document

Account Application The form to open a CAMP account.

ACH Automated clearing house is a secure payment transfer system that connects all U.S. financial institutions. The ACH network acts as the central clearing facility for all Electronic Fund Transfer (EFT) transactions that occur nationwide.

Advisory Agreement Investment advisory agreement between the Investment Adviser and the Trust.

Act California Joint Exercise of Powers Act (California Government Code Section 6500 et seq.).

Board The Trust's Board of Trustees. These individuals are employees of California Public Agencies which are Participants in the Trust.

Business Day Any day on which both the bond market (as determined by the Securities Industry and Financial Markets Association "SIFMA") and the Custodian are open for business. The Trust may close early on any days when the bond market closes early. In light of anticipated limited availability for money market securities and fixed income settlement capacity limitations, the Trust will not be open for business on Good Friday even if the primary trading markets are open.

California Asset Management Program or CAMP or Program The Program consisting of the Trust and Individual Portfolios.

Cash Reserve Portfolio A short-term portfolio and cash management vehicle (the "Pool") designed to earn a high rate of return while preserving principal, providing liquidity, and seeking a stable NAV of \$1.00.

Custodian U.S. Bank National Association or the designated bank, agent, or trust company responsible for safeguarding financial assets of the Trust and the Individual Portfolios.

Connect The Investment Adviser's web-based information and transaction service.

FINRA Financial Industry Regulatory Authority.

Individual Portfolio Professionally managed investment accounts which Shareholders may establish by separate agreement with the Investment Adviser.

Internal Revenue Code The Internal Revenue Code of 1986, as amended.

Investment Adviser PFM Asset Management LLC, the Trust's investment adviser, administrator, and transfer agent.

Investor Agreement The Agreement to become an Investor and purchase shares of the Investor Shares Series.

Investors Shareholders that invest in the Trust's Portfolios without joining the Trust.

JPA Joint Exercise of Powers Authority. The Trust is a JPA.

MSRB Municipal Securities Rulemaking Board.

NAV Net asset value.

NRSRO Nationally recognized statistical-rating organization.

Officers Executive officers of the Trust.

PFMAM PFM Asset Management LLC

Pacific Time The local West Coast time, either daylight or standard depending on time of year.

Participants Shareholders that invest in the Trust's Portfolios who have joined the Trust.

Pool The Trust's Cash Reserve Portfolio.

Portfolios The Cash Reserve Portfolio and Term Portfolio which are each professionally managed investment portfolios.

Public Agency As defined in California Government Code, Section 6500, and includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies.

Shares Series Reference to the Participant Shares Series and the Investor Shares Series of the Cash Reserve Portfolio, or series of the CAMP Term Portfolio when applicable and, collectively, the "Shares Series," where applicable.

Shares Units representing an equal proportionate share of beneficial interest in the Portfolios of the Trust.

Shareholders Public agencies that invest in the Trust's Portfolios.

Standard & Poor's Standard & Poor's Rating Agency.

Term The Trust's CAMP Term Portfolio or individual series thereof.

Trust California Asset Management Trust.

Trustees Members of the Board of Trustees of the Trust.

USBAM U.S. Bancorp Asset Management, Inc.

U.S. Bank U.S. Bank National Association

Portfolio Summary

Cash Reserve Portfolio *Participant Shares and Investor Shares*

Investment Objective

The objective of the Cash Reserve Portfolio is to earn a high rate of return while preserving principal, providing liquidity, and seeking a stable NAV of \$1.00.

For proceeds of debt issuances invested in the Pool, the objective of the Trust is to invest and account for such proceeds in compliance with the arbitrage rebate and yield restriction requirements as set forth in the Internal Revenue Code and the related U.S. Treasury regulations.

Principal Investment Strategies

The Cash Reserve Portfolio invests exclusively in the following types of investments, all of which are authorized investments for Public Agencies pursuant to California Government Code Section 53601:

- U.S. Government and agency obligations
- Repurchase agreements collateralized by U.S. Government and agency obligations
- Bankers' acceptances
- Negotiable certificates of deposit
- Commercial paper
- Corporate notes
- Supranationals
- Asset-Backed Securities
- Money Market Funds

The Investment Adviser may adjust exposure to interest rate risk, typically seeking to protect against possible rises in interest rates and to preserve yield when interest rates appear likely to fall.

The Pool is managed to maintain a dollar-weighted average maturity of no more than 60 days and a dollar-weighted average life (final maturity, adjusted for demand features but not interest rate adjustments) of no more than 120 days. In addition, it only buys investments that have a remaining maturity of three hundred ninety-seven (397) days or less at the time of purchase (except for variable-rate notes issued by the U.S. Government or its agencies or instrumentalities, which must have remaining maturities of 762 days or less.

The Pool has received a rating of AAAm from Standard & Poor's.

For a more complete description of authorized investments and investment restrictions for the Portfolio, see the "Authorized Investments" section in Section 2 of this document.

Main Risks

As with any similar pooled investment, there are several factors that could hurt the Pool's performance, cause Shareholders to lose money, or cause the Pool's performance to be less than that of other investments.

- **Interest rate risk** When short-term interest rates fall, the Pool's yield is likely to fall. When interest rates rise, especially if the rise is sharp or unexpected, the Pool's share price could fall.
- **Credit risk** The issuer of a security could fail to pay interest or principal in a timely manner. The credit quality of the Pool's holdings could change rapidly in certain markets, and the default or decline in credit quality of even a single investment could cause the Pool's share price to fall.
- **Liquidity risk** The Pool's share price could fall during times when there are abnormal levels of redemption requests or markets are illiquid.
- **Management risk** Performance could be hurt by decisions made by the Investment Adviser, such as choice of investments or timing of buy/sell decisions.

An investment in the Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Pool seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the Pool.

Management

Investment Adviser PFM Asset Management LLC.

The features of the Pool are summarized below.

Fees and Expenses

These are the fees and expenses Shareholders will pay when they buy and hold Shares in this Pool. The figures shown here do not reflect the effects of any voluntary expense reductions. Going forward, actual expenses may be higher or lower. The Investment Adviser is obligated to reimburse the Pool for the amount by which annual operating expenses, including investment management, custodian, legal, and audit fees, exceed 0.22% of average daily net assets. There were no reimbursements to the Pool for the year ended December 31, 2021.

Annual Pool Operating Expenses

(Fees and expenses shown are based on the prior year's audited financial statements and may be subject to certain fee waivers or recoupment thereof.)

Management and administrative fees	0.10%
Other operating expenses	0.01%
Total annual operating expenses	0.11%

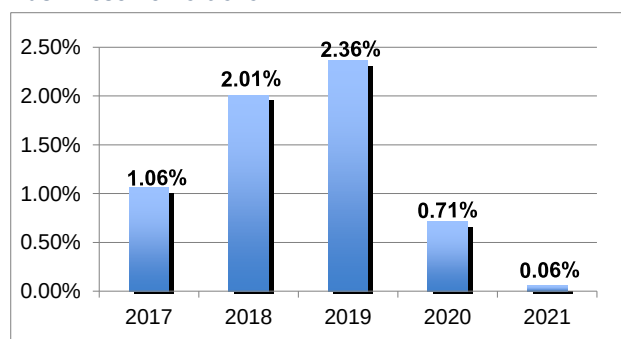
For a more complete description of the fees and expenses for this Portfolio, see the Expenses of the Trust section in Part 2 of this document.

Past Performance

All performance figures shown here assume that dividends were reinvested. Figures shown are for the five most recent audited calendar years. For current yield information, call (800) 729-7665. Past performance may not indicate future results.

Calendar Year Total Returns (%)

Cash Reserve Portfolio



Purchase and Sale of Pool Shares

Minimum Initial Investment No minimum.

Minimum Account Balance No minimum.

Minimum Holding Period 1 day.

You can place orders to buy or sell Shares by wire, ACH transfer, check or via the Internet using Connect.

Placing Orders

To place orders, contact us at:

Online www.camponline.com

Phone (800) 729-7665

Wire transfer orders can be processed the same Business Day if they are received and accepted by the Investment Adviser by 11:00 a.m. Pacific Time and if the Pool's Custodian receives federal funds by wire prior to the close of business. Wire orders received after 11:00 a.m. Pacific Time are processed on the next Business Day. ACH transfer orders are processed on the next Business Day if requested by 1:00 p.m. Pacific Time. ACH orders received after 1:00 p.m. Pacific Time are processed on the second Business Day after the Business Day on which they are received.

For more complete information on buying and selling Shares, see "Buying Shares" and "Redeeming Shares." For information on the potential tax consequences of investing in the Pool, see "Tax Information."

CAMP Term Portfolio

Investment Objective

To provide an investment subject to pre-set redemptions occurring from 60 days to one year from the date of investment, and that will produce the highest earnings consistent with maintaining safety of principal at maturity and meeting the redemption schedule. The CAMP Term Portfolio seeks to assure the return of principal on the planned maturity date, although principal value may fluctuate prior to that date, and therefore may be greater or less than \$1.00 a share. There may be a penalty for early withdrawal, and the NAV prior to a pre-set redemption may be more or less than \$1.00 a share.

The securities will be valued using market values to determine fair value of the Portfolio. The CAMP Term Portfolio does not offer daily liquidity and therefore does not qualify under GASB Statement No. 79 to utilize amortized cost for external GAAP financial reporting. Rather, it utilizes market prices to determine fair value for external GAAP financial reporting in accordance with GASB Statement No. 31. Annual financial statements issued for the Portfolio will include a statement of net position and statement of changes in net position.

The Portfolio may also maintain a rating from a NRSRO and implement corresponding policies and procedures designed to comply with additional rating guidelines to achieve the Portfolio's investment objective.

Principal Investment Strategies

The Term Portfolio invests exclusively in the following types of investments, all of which are authorized investments for Public Agencies pursuant to California Government Code Section 53601:

- U.S. Government and agency obligations
- Repurchase agreements collateralized by U.S. Government and agency obligations
- Bankers' acceptances
- Negotiable certificates of deposit
- Commercial paper
- Corporate notes
- Supranationals
- Asset-Backed Securities
- Money Market Funds

For a more complete description of authorized investments and investment restrictions for the Portfolio, see the "Authorized Investments" section in Section 2 of this document.

Main Risks

As with any similar pooled investment, there are several factors that could hurt the Portfolio's performance, cause you to lose money, or cause the Portfolio's performance to trail that of other investments.

- **Credit risk** The issuer of a security could fail to pay interest or principal in a timely manner. The credit quality of the Portfolio's holdings could change rapidly in certain markets, and the default or decline in credit quality of even a single holding could cause the Portfolio's share price to fall.
- **Early redemption risk** Early redemption penalties charged to a Shareholder by the Portfolio could reduce or eliminate investment gains and could mean that the amount that Investor receives back is less than the initial investment.
- **Management risk** Performance could be hurt by decisions made by the Investment Adviser, such as choice of investments or investment maturities or timing of buy/sell decisions.

An investment in the Portfolio is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Portfolio seeks to preserve the value of your investment on the planned redemption date at \$1.00 per share, it is possible to lose money by investing in the Portfolio.

Past Performance

The performance of each individual series of the Portfolio and of each Shareholder's individual investment therein may vary. Past performance may not indicate future results.

Management

Investment Adviser PFM Asset Management LLC

Fees and Expenses

These are the fees and expenses you will pay when you buy and hold shares in this Portfolio. The figures shown on the following page do not reflect the effects of any voluntary expense reductions which would lower expenses.

Annual Portfolio Operating Expenses

(Fees and expenses shown may be subject to certain fee waivers)

Management and administrative fees	0.15%
Other operating expenses	0.07%
Maximum total annual operating expenses	0.22%

The Portfolio may charge significant fees/penalties for any redemptions prior to the agreed upon redemption date. As these charges are based on protecting the interests of other Portfolio Shareholders, the actual amount of the fees cannot be stated in advance.

For a more complete description of the fees and expenses for this Portfolio, see the Expenses of the Trust section in Part 2 of this document.

Purchase and Sale of CAMP Term Portfolio Shares

Minimum Investment \$1,000,000.

Minimum Term 60 days. Premature withdrawal may result in a fee/penalty.

Maximum Term 1 year.

Placing Orders

Prior to placing any order, call CAMP's toll-free number to discuss the amount and term of your investment and to get information on the projected yield. Once your investment has been approved, you can place orders to buy Term shares by redeeming available Pool shares. Any additional funds needed to cover the purchase of shares may be sent to the Shareholder's Pool account via separate wire, or automated clearing house (ACH) transfer.

All transactions for purchases in a CAMP Term series are dependent upon funds being available in the Shareholder's Pool account from which the transaction originated.

To arrange or place orders, contact us at:

Phone 800-729-7665

Orders can be processed the same day if funds are available in the Shareholder's Pool account by 10:00 am Pacific Time. Otherwise, they are processed on the next business day so long as funds are made available in the Shareholder's Pool account.

For more complete information on buying and redeeming shares, see "Buying Shares—CAMP Term Portfolio" and "Redeeming Shares—CAMP Term Portfolio." For information on the potential tax consequences of investing in the Portfolio, see "Tax Information."

Investing

Opening an Account

Eligible Shareholders

The Trust is a JPA and a California common law trust. The Trust will not accept funds for investment from sources other than California Public Agencies.

Account Opening Process

- Complete the appropriate Account Application. To obtain additional forms, call (800) 729-7665 or visit www.camponline.com to download them.
- ***If Participant Shares are being purchased*** for the initial account, provide a copy of an ordinance or resolution authorizing participation in the Trust, and execute a conformed copy of the Declaration of Trust.
- ***If Investor Shares are being purchased***, execute a copy of the Investor Agreement. To obtain a copy of the Investor Agreement, call (800) 729-7665 or visit www.camponline.com. Complete a separate Account Application, signed by an authorized person, for each account.
- Provide a completed IRS W-9 form.

Send the above documents via U.S. mail to:

CAMP Client Services Group
P. O. Box 11760
Harrisburg, PA 17108-1760

Please note: UPS and Federal Express will not deliver packages to a P.O. Box. If using one of these shipping methods, please contact CAMP at (800) 729-7665 for an alternative delivery address.

Or send by fax to:

(888) 535-0120

Buying Shares—CAMP Cash Reserve Portfolio

Once a Shareholder's application has been accepted, an investment in the Pool can be made using one of the methods in the table on the following page. Funds used to purchase investments must be in U.S. dollars and must be drawn on a U.S. Bank or a U.S. branch of a foreign bank. **All investments must meet the terms described in the Portfolio Summary.**

Special Requirements for the Proceeds of Debt Issues.

Shareholders are advised to invest proceeds of tax-exempt borrowings by same-day wire transfer as any other method could result in delays in investing funds and, for rebate calculation purposes, may limit the Investment Adviser's ability to track the investment of all the proceeds of a debt issue through a single account from the time of actual settlement on the debt issue.

Unless all proceeds from a particular debt issue are invested through the Trust immediately upon receipt by the

Shareholder, and unless the recommended withdrawal procedures are followed, the Investment Adviser may decline to provide arbitrage compliance assistance or may require additional information from the Shareholder, otherwise, the Investment Adviser may not be able to complete a rebate calculation report or may have to qualify the rebate calculation report. The Trust may accept the proceeds of debt issues which previously have been deposited or invested outside of the Trust, subject to the preparation of a rebate calculation report for the period prior to deposit with the Trust. The Investment Adviser will provide instructions and assistance in arranging for preparation of this report (see Part 2 - Rebate Calculation Services for the Proceeds of Debt Issues).

Method	Instructions	Additional information
Wire (same-day settlement)	- Initiate the transaction on the Internet at www.camponline.com or by calling the Investment Adviser at (800) 729-7665 before 11:00 a.m. Pacific Time. - Provide the following information: - Shareholder's account name and account number - Amount being wired - Whether the transfer is by Federal funds wire (preferred) or bank wire - Name of bank sending wire - Instruct your bank to initiate the wire on the same day to U.S. Bank National Association. Detailed instructions can be obtained on the Internet at www.camponline.com or by calling the Investment Adviser at (800) 729-7665.	- The Pool does not charge fees for receiving wires. However, the sending bank may charge for wiring funds. To reduce potential charges, use ACH transfers as described below. - Important—A Shareholder must initiate an Internet transaction or notify the Investment Adviser by telephone of a deposit before 11:00 a.m., Pacific Time, and a Federal Reserve wire or bank wire convertible to Federal Funds on a same-day basis must be received that day by the Custodian if the investment is to begin earning income that day.
ACH transfer (settles next Business Day)	- Before making your first transfer, call the Investment Adviser at (800) 729-7665 and register for ACH transfers. - A Shareholder may initiate an Internet transaction at www.camponline.com or call the Investment Adviser at (800) 729-7665 prior to 1:00 p.m., Pacific Time, and give instructions for the movement of funds from its financial institution to its Pool account.	- Funds will transfer overnight and begin earning income the next Business Day. - Funds may be transferred to the Trust by ACH according to the written banking instructions provided by an authorized person. - A Shareholder must notify the Trust in writing of any changes to the specified banking instructions.
Check (settles two or more Business Days after the order arrives)	- Instructions for depositing checks by mail are available by contacting the Investment Adviser at (800) 729-7665. - Checks will be deposited when received by the Custodian, and proceeds will be invested when they are converted to Federal Funds. This procedure may take two or more Business Days.	It is not advisable to use checks for investment of proceeds of tax-exempt borrowings.
Online	- Before making your first online transaction, submit a Contact Record Form, which may be obtained either by calling the Investment Adviser at (800) 729-7665 or by visiting www.camponline.com. - Use Connect to place wire or ACH orders with the Investment Adviser. - Instruct your bank to initiate the wire on the same day to U.S. Bank National Association. Detailed instructions can be obtained on the Internet at www.camponline.com or by calling the Investment Adviser at (800) 729-7665.	

Redeeming Shares—CAMP Cash Reserve Portfolio

A Shareholder may withdraw all or any portion of the funds in its Pool account at any time by redeeming Shares. Shares will be redeemed at the NAV per share next determined after receipt of a request for withdrawal in

proper form. The NAV determination is made at the conclusion of each Business Day. Funds may be withdrawn in any of the ways shown below.

Method	Instructions	Additional information
Wire (same-day settlement)	- Initiate the transaction on the Internet at www.camponline.com or call the Investment Adviser at (800) 729-7665 on any Business Day to request a withdrawal and the transfer of proceeds. Funds will be transferred to the Trust according to the written banking instructions provided by an authorized person. - If your request is received before 11:00 a.m. Pacific Time, funds will be wired on that same day. - Requests received after 11:00 a.m. Pacific Time will be processed on the following Business Day.	- Funds may be transferred to the Trust by wire according to the written banking instructions provided by an authorized person. - A Shareholder must notify the Trust in writing of any changes to the specified banking instructions.
ACH transfer (settles next Business Day)	- Before making your first transfer, call the Investment Adviser at (800) 729-7665 and register for ACH transfers. - Initiate the transaction on the Internet at www.camponline.com or by calling the Investment Adviser at (800) 729-7665 before 1:00 p.m. Pacific Time.	- Funds will transfer overnight and be available the next Business Day. - Funds will remain invested in the Shareholder's Pool account until the day they are transferred. - Funds may be transferred from the Trust by ACH according to the written banking instructions provided by an authorized person. - A Shareholder must notify the Trust in writing of any changes to the specified banking instructions.
Check	- Upon request, the Investment Adviser will provide a Shareholder with a supply of checks imprinted with the Shareholder's name and account number for each Pool account. - Checks may be made payable to anyone and deposited by the payee as with any other check. - When these checks are presented to the Custodian for payment, the Trust will redeem the appropriate number of full or fractional Shares from the Shareholder's Pool account to cover the amount of the check.	- There is currently no charge for checkwriting. - Funds will continue to earn income until the check clears. - If you use checks, you will receive images of checks paid with monthly statements. - Do not use a check to withdraw all available funds or to close your account. Please contact the Investment Adviser for instructions on how to fully redeem your shares. - You may be charged a fee for writing a check that is returned for insufficient funds.

Buying Shares—CAMP Term Portfolio

Once your application to open a CAMP Term Portfolio account has been accepted, you may invest in the CAMP Term Portfolio by authorizing the Investment Adviser to invest funds in a CAMP Term Portfolio account.

Prior to placing any order, call us to discuss the amount and term of your investment and to get information on the

projected yield. Each investment will be given its own projected yield. Yields may vary according to the term of the investment and the interest rates available at the time of investment.

The Investment Adviser may refuse any investment or limit the size of an investment.

Redeeming Shares—CAMP Term Portfolio

Funds may be withdrawn only as described in the table below. Be sure that one or more bank accounts have been pre-authorized to receive redemptions proceeds. If there is

more than one pre-authorized bank account, call 800 729-7665 in advance to let the Trust know which account is to receive redemption proceeds.

Type of Redemption	Instructions	Additional information
Maturity	No action required. Proceeds will be automatically transferred to the Pool account from which funds for the original purchase were withdrawn.	Redemption value per share will equal the purchase price plus dividends (at the projected yield) minus any losses incurred by the series (not counting those resulting from premature redemptions).
Premature Redemption <i>Redemption prior to maturity date</i>	- Send a letter to the Investment Adviser requesting redemption prior to the maturity date. Alternatively, you can notify the Investment Adviser by calling (800) 729-7665 and following up with written confirmation of your instructions. 7 days after we receive your request, redemption proceeds will be transferred to your Pool account from which funds for the original purchase were withdrawn.	- Premature redemption amounts must be for the entire investment or, for partial redemptions, must be in increments of \$100,000. - Redemption value per share will equal the purchase price plus dividends earned to date minus any losses incurred by the Term series and any premature redemption penalty.
Planned Early Redemption <i>Redemption prior to maturity date</i>	- At the time an order for shares is placed, Shareholders may submit a request for redemption on a Planned Early Redemption Date prior to the termination date for the Term series without the imposition of a penalty. - No action necessarily required. Proceeds will be automatically transferred to the Pool account from which funds for the original purchase were withdrawn.	The redemption value per share for shares being redeemed on a Planned Early Redemption Date is equal to the original purchase price for such shares plus dividends thereon, less such shares' allocation of any losses incurred by the Term series (other than losses resulting from Premature Redemption of shares of the series).

Special Withdrawal Procedures for Proceeds of Tax-Exempt Obligations

It is recommended that checks payable to the Shareholder and wire transfers to the Shareholder's account be used only to reimburse the Shareholder for project costs already incurred and that appropriate documentation of such reimbursement be retained by the Shareholder to maintain a clear audit trail of the expenditure of funds for rebate calculation purposes. Failure to follow this procedure could result in additional rebate calculation costs and/or issuance of a qualified rebate calculation report or a rebate exceptions compliance report.

If, at the time the debt instruments are issued, a Shareholder expects to make rebate payments and designates this on Schedule A - Bond Issue Information of the Account Application, the Investment Adviser will track withdrawals and will notify the Shareholder when cumulative withdrawals from an account total the amount of the original proceeds of a debt issue deposited in that account. Within five days of such notice, the Investment Adviser will provide an estimate of the Shareholder's rebate obligation, if any, with respect to the account. To the extent the Shareholder has rebate liability, it is recommended that the Shareholder open a separate account and fund it in an amount at least equal to the estimated rebate liability or reserve an amount equal to the estimated rebate liability in its project funds.

Upon receiving the above-described notification, the Shareholder should promptly request preparation of a rebate calculation report by calling the Investment Adviser at (800) 729-7665 (see Part 3 - Rebate Calculation Services for the Proceeds of Debt Issues).

Upon completion of the rebate calculation report, the Investment Adviser will provide the Shareholder with copies of the rebate calculation report. The Investment Adviser recommends that the Shareholder open a separate account to deposit the rebate amount identified in the rebate calculation report. It is further recommended that the Shareholder withdraw the balance in the separate account and make the required rebate payment within sixty (60) days of the installment computation date (as defined in the applicable U.S. Treasury regulations).

A Shareholder could be liable for rebate payments in addition to the amount identified in the rebate calculation report if, among other things, the date of the rebate calculation report does not correspond with an installment computation date, if payment of the amount is not made within sixty (60) days of the installment computation date, or if some future action by the Shareholder changes the yield of the related tax-exempt obligations.

It is advisable that a Shareholder not withdraw all of its funds prior to completion of rebate estimates and a rebate calculation report in order to track all earnings accurately

and to fulfill its rebate obligation. Failure by the Shareholder to follow these guidelines may result in the Shareholder having to fulfill its rebate obligation from other sources of funds and may make it impossible for the Investment Adviser to prepare an unqualified rebate calculation report.

If a Shareholder withdraws funds from the Program prior to the end of a rebate calculation period and reinvests them elsewhere, the Investment Adviser will be unable to issue an unqualified rebate calculation report.

Emergencies: Right to Suspend Withdrawals

The Declaration of Trust permits the Trustees to suspend the right of withdrawal from the Trust or to postpone the date of payment of redemption proceeds if the New York Stock Exchange is closed other than for customary weekend and holiday closings, if trading on the New York Stock Exchange is restricted, or if, in the opinion of the Trustees, an emergency exists such that disposal of the Trust's securities or determination of its net asset value is not reasonably practicable.

If the right of withdrawal is suspended, a Shareholder may either withdraw its request for that withdrawal or receive payment based on the net asset value of the Trust next determined after termination of the suspension of the right of withdrawal.

Other Redemption Policies

The Trust may redeem Shares owned by a Shareholder to reimburse the Trust for any failure by that Shareholder to make full payment for Shares purchased by the Shareholder.

Redemption payments may be made in whole or in part in securities or other property of the Trust. Shareholders receiving any such securities or other property on redemption will bear any costs of sale.

Additional Account Features

The Trust offers certain additional account features at no extra charge, including:

- **Statements** Confirmations of each investment in and withdrawal from a Trust account will be made available online at www.camponline.com within two days of the transaction. A statement of each account will be mailed (or obtained online at www.camponline.com) each month to each Shareholder. This statement will show the dividend paid and the account balance as of the statement date. The statement will also show total income earned during the year. Any checks the Shareholder has written against a Trust account which have been paid

by the Trust and canceled during the month will be returned to the writer by U.S. Bank National Association.

- **Information Services** Toll-free telephone service ((800) 729-7665) is available to provide Shareholders with information including current yield, up-to-date account information and transaction history, and to receive instructions for the investment or withdrawal of funds.
- **Technical Assistance** Technical and operational assistance ((800) 729-7665) is available to Shareholders and Public Agency officials who are considering the Trust for investment purposes.
- **Estimated Earnings on the Proceeds of Debt Issue and Projected Draws** Upon request, the Investment Adviser will provide estimates of future earnings on the proceeds of a debt issue for Shareholders. This estimate will be based on the projected drawdown schedule provided by the Shareholder. The Investment Adviser may request estimates of project drawdown schedules from Shareholders from time to time to facilitate efficient investment of funds.
- **Website** Account information and information regarding the Trust can be found at www.camponline.com. A password and user identification is required to initiate a transaction or access account information. The system can be accessed through the Trust's website by selecting "Access Your Account." Instructions on how to obtain a password and user identification can be received by contacting investor services at (800) 729-7665.
- **Information on Portfolio Holdings** The Trust discloses a summary of each Portfolio's holdings online monthly and a full description of holdings in the annual audited financial reports.

For our policy on the disclosure of Portfolio holdings, see Part 2.

Rights the Trust reserves

The Trust reserves the right to do any of the following:

- Add, change, or remove account minimums at any time without advance notice.
- Reject any investment or limit the size of any Shareholder's account.
- Limit the frequency of purchases for any reason.
- Establish a minimum check amount, or terminate, suspend, or alter check writing privileges.

Policies Specific to the CAMP Term Portfolio

Dividends and Distributions

A projected dividend rate is determined when shares are purchased, and the dividend is declared and paid on the maturity or on the planned redemption date.

Dividends on shares in the series constituting the CAMP Term Portfolio shall be paid on the termination date of the series, except for dividends on shares redeemed pursuant to a planned early redemption or a premature redemption before the termination date, which will be paid when such dividends on shares in the series are redeemed.

The yield for any CAMP Term Portfolio investment is determined by dividing the expected net income per share for the period from the settlement date to the termination date by the purchase price per share, dividing this result by the actual number of days between the settlement date and termination date, and then multiplying the result by 365/366.

For more detail about Dividends and Distributions, see Part 2.

Premature Redemption Penalty

Shareholders may be charged a premature redemption penalty equal to (i) all penalty charges, losses, banking fees and other costs (including, without limitation, interest paid on funds borrowed to pay the redemption) associated with amending, terminating, selling or otherwise affecting any of the investments in the series and (ii) an amount sufficient to maintain the projected yield on the remaining shares to the stated termination date for the series or to the planned early redemption dates, as the case may be, less any losses affecting projected yield attributable to such shares.

Allocation of Losses

Any losses incurred by a CAMP Term Portfolio series (other than losses resulting from Premature Redemptions of shares of the series or in the normal course of portfolio management) will be allocated among all shares of the series outstanding at the time such loss is incurred. Such a loss may result from a default on an investment or from a sale of an investment. If such a loss occurs, the redemption value per share could be lower than that on which the projected yield was quoted at the time of issuance of the share.

Calculating Share Price

Any losses incurred by a CAMP Term Portfolio series (other than the redemption value per share for any series of the Portfolio) will be determined on any day when redemption is made and on termination of the series. It is the intent of the Trust to manage each series in the Portfolio

in a manner that produces a share price of at least \$1.00 on the termination date.

The Investment Adviser, on behalf of CAMP, determines the net asset value of the shares of the Portfolio at the close of each Business Day for the purpose of computing expenses and fees. The net asset value per share for each series of the Portfolio is calculated by dividing the total value of investments and other assets less any liabilities by the total outstanding shares of the series as of the day the calculation is made.

Tax Information

We suggest that you check with your tax advisor before investing in the Trust or an Individual Portfolio. Relevant considerations include:

- Section 115(1) of the Internal Revenue Code, which provides that the gross income of a state or political subdivision does not include income derived from the exercise of any essential government function.
- Section 148 of the Internal Revenue Code (and related regulations) covering rebate requirements, which may apply to anyone investing tax-exempt or tax-credit bond proceeds.
- Section 148 of the Internal Revenue Code (and related regulations) covering arbitrage limitations or rebate requirements under which states and municipalities may be required to pay the U.S. Treasury a portion of earnings they derive from the investment of certain funds.

Use of Amortized Cost

The Board of Trustees has determined, in consultation with the Investment Adviser, that it will manage the Trust's Cash Reserve Portfolio in accordance with GASB 79 requirements, as applicable, for continued use of amortized cost.

Financial Highlights

The Trust's financial statements are audited by Ernst & Young LLP and are included in the CAMP Annual Report for the Trust's most recent fiscal year end. The Annual Report is available upon request or on the Trust's website (www.camponline.com).

Part 2 – Information Statement

General Information

The Trust

History

The California Asset Management Trust was established in 1989 as a California JPA and as a California common law trust to meet local government investments needs. The Trust is responsible for the management of the Cash Reserve and Term Portfolios. The Trust's activities are directed by the Board. Because the Trust is accountable only to its Public Agency Shareholders, it has adapted over time to meet their changing needs. Initially, the Trust was formed to assist California public agencies with investing proceeds of tax-exempt debt issues and complying with the arbitrage regulations. Responding to needs of its Shareholders, the Trust was later expanded to include investment of operating funds and capital reserves.

In 2005, in response to changes in the law and the needs of California Public Agencies for a more flexible investment option, the Trust was amended to create two new Shares Series: Investor Shares and Participant Shares. Participant Shares are available to California Public Agencies that have joined the JPA as members. Shares of the Investor Shares are available to California Public Agencies that have not joined the JPA as a member. Shares of both Series are invested in the same portfolios. As such, the Participant and Investor Shares will realize the same investment results. **Please review Parts 1 and 2 of the Program Guide carefully for a more detailed description of the respective rights, privileges, preferences, and restrictions of investment in any Portfolios of the Trust.**

Additionally, in 2005, in response to a change in the law, the Trust was amended to expand the definition of Public Agency to include certain California nonprofit corporations, membership of which is limited to California Public Agencies or public officials, and again in 2021 to include federally recognized Indian tribes. These changes allow California nonprofit corporations and federally recognized Indian Tribes that meet the expanded definition of Public Agency to either join or invest in the JPA.

Organization and Purpose

The Trust is a JPA and Public Agency created by the Declaration of Trust and established under the provisions of the Act for the purpose of exercising the common power of its Participants to invest funds. The Trust cannot accept funds for investment from other sources.

The Trust provides Shareholders a Cash Reserve and a Term portfolio for comprehensive investment management and accounting services. For proceeds of tax-exempt debt issues, the Trust also offers Arbitrage Rebate calculations. Public Agencies invest in the Pool by contributing assets to the Trust, which are used to purchase Shares in the Pool.

Shares of the Pool and Term are currently divided into two Shares Series: "Participant Shares" and "Investor Shares." Public Agencies may invest in the Pool and Term by formally joining the Trust or by not joining the Trust and only purchasing shares of the Investor Shares Series which have no voting rights. Participants must become parties to the Declaration of Trust, dated as of December 15, 1989, as amended and restated as of October 25, 2022.

Public Agencies that own Participant Shares have voting rights on matters affecting the operation of the Trust. Public Agencies may also invest in the Pool and Term without joining the Trust. Public Agencies that own Investor Shares have rights similar to the Participant Shares except that voting rights are reserved for owners of the Participant Shares.

The Trust seeks to provide Shareholders with the following features through the Portfolios:

Preservation of Principal Investments in the Portfolios are made only in high-quality investments in which Public Agencies are permitted by California statute to invest their funds and in accordance with other investment policies of the Trust designed to preserve capital. While the Pool seeks to maintain a stable NAV of \$1.00 per Share and Term seeks to maintain \$1.00 upon planned maturity date, it is possible to lose money investing in either the Pool or Term. An investment in the Portfolios is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency.

Liquidity Investments in the Pool may be made at any time, and Shareholders may withdraw funds from the Pool on any Business Day. Term Portfolio investments are structured to provide liquidity on the predetermined maturity date.

Income The Pool seeks to earn a high rate of income consistent with preserving principal and maintaining liquidity. Term seeks to produce the highest earnings consistent with maintaining safety of principal at maturity and meeting the redemption schedule of Shareholders.

Arbitrage Rebate Compliance For the proceeds of tax-exempt debt issues, the Trust is designed to assist Shareholders in complying with certain arbitrage rebate requirements of the Internal Revenue Code. Investments are purchased and investment documentation is maintained in accordance with requirements of the Internal Revenue Code, and rebate calculation reports are prepared by the Investment Adviser upon request in a manner and at such times as to enable Shareholders to comply with these requirements. The Trust is also designed to assist Shareholders in determining whether they have satisfied the expenditure test for any available exceptions to the arbitrage rebate requirements and to provide calculations of penalties due in lieu of rebate payments.

Convenience The Trust offers the option of investing by electronic funds transfer or check. Shareholders that invest the proceeds of debt issues in the Pool do not have to schedule investment maturities to meet project draw schedules. Shareholders can use the Internet to check account balances and activity and to initiate transactions.

Professional Management Investments in the Portfolios are managed by investment professionals who are experienced in managing local government investment pools like the Trust and who follow both general economic and current market conditions affecting interest rates.

Diversification The Shares of the Pool and Term represent beneficial interests in diversified portfolios of certain high-quality instruments authorized for investment by Public Agencies by the California Government Code Section 53601 (a) through (q).

Accounting, Safekeeping and Separate Accounts The Trust does all of the bookkeeping and safekeeping associated with the ownership of securities accounts for each Shareholder's funds to facilitate Shareholder's compliance with governmental accounting and auditing requirements.

A Public Agency can also enter into a separate agreement with the Investment Adviser to manage a separate portfolio that is not part of the Trust. These Individual Portfolios allow a Public Agency to invest its funds in a segregated account (not within the Trust) for a term that is longer than the average maturity of the Pool or Term.

The Trust also provides record keeping and custodial and arbitrage rebate calculation services for the proceeds of debt issues.

For further information or assistance, call toll free (800) 729-7665.

The Declaration of Trust

The Trust is a JPA and a separate Public Agency established as a common law trust under the laws of the State of California by execution of a Declaration of Trust by two California Public Agencies as the initial Participants in the Trust. Additional Public Agencies have become Participants in the Trust by enacting an ordinance or passing a resolution to adopt the Declaration of Trust and by signing a conformed copy of the Declaration of Trust. As of the date of these materials, January 12, 2023, 120 Public Agencies were Participants in the Trust. Additional Public Agencies may become Participants by following the same procedure as outlined above in this paragraph.

Copies of the Declaration of Trust and the By-Laws of the Trust may be obtained from the Investment Adviser or online at www.camponline.com and should be read carefully before joining the Trust. All descriptions contained in this Information Statement are subject to and limited by provisions set forth in the Declaration of Trust and the By-Laws.

The Declaration of Trust permits the Trustees to issue an unlimited number of Shares. The Trustees, in their discretion, may authorize the division of Shares into one or more Shares Series. The Trust consists of one class known as the Cash Reserve Portfolio and one class known as Term. Each Portfolio consists of two Shares Series known as Participant Shares and Investor Shares. Participant Shares are issued to Public Agencies that have joined the Trust, and, as Participants in the Trust, they have certain voting rights provided by the Declaration of Trust. Investor Shares are issued to Public Agencies that invest in the Trust but have not become a party to the Declaration of Trust. Investor Shares are similar to Participant Shares but lack voting rights. Both the Participant Shares and the Investor Shares represent an equal proportionate interest in the respective Portfolio.

The Shares of each Shares Series are only payable from that portion of the Trust's assets held by the Trust. Each Share represents an equal proportionate interest in the Trust with each other outstanding Share. Upon redeeming Shares, a

Shareholder receives the current net asset value per Share. If liquidation should occur, Shareholders will be entitled to receive their proportionate share of the assets of the applicable Portfolio less any liabilities of the that Portfolio including, but not limited to, all expenses, costs, charges, and reserves attributable to that Portfolio, as well as their proportionate share of any general assets and liabilities of the Trust. The Shares of each Shares Series are fully paid and non-assessable, except as set forth in Part 2 under “Participant and Trustee Liability,” and have no preemptive or conversion rights.

Shareholders can sell shares or purchase additional Shares in accordance with the procedures outlined in Part 1 of this Program Guide. The Trust also permits transfers of Shares directly between eligible California Public Agencies; however, the Trust reserves the right to require Shareholders to provide proof of authorization, evidence of the genuineness of such authorization, and such other matters as may reasonably be required in order to effect such purchases and sales. Upon such delivery, the transaction will be recorded on the register of the Trust. Until such record is made, the Shareholder of record will be deemed to be the holder of such Shares for all purposes, and neither the Trustees nor any transfer agent officer, employee, or agent of the Trust will be affected by any notice of the proposed transfer. No Shares may be transferred to a transferee other than a Public Agency, or to the Trust itself.

For all matters requiring action by the Shareholders, such action will be taken by a vote of the Participant Shares Series Shareholders, who will be entitled to that number of votes equal to the number of full and fractional Participant Shares held by each Participant Shares Series Shareholder.

The Trust may be terminated by the vote of a majority of its Trustees with the approval of the holders of two-thirds of the Shares of the Participant Shares Series. Upon the termination of the Trust, and after paying or adequately providing for the payment of all liabilities and upon receipt of such releases, indemnities, and refunding agreements as they may deem necessary for their protection, the Trustees may distribute the remaining Trust assets, in cash or in kind or partly in cash and partly in kind, among the Shareholders according to their respective beneficial interests.

The Declaration of Trust may be amended by the vote of the Trustees, with the approval of the holders of a majority of the Shares of the Participant Shares Series. The Trustees may also amend the Declaration of Trust without the approval of Participants for the following reasons: to change the name of the Trust or any Series; to establish additional Series or classes of Shares; to supply omissions or correct or supplement ambiguous, defective, or inconsistent provisions; or, if they deem it necessary, to conform the Declaration of Trust to the requirements of applicable laws and regulations or to eliminate or reduce any taxes which may be payable by the Trust or the Participants, but the Trustees will not be liable for failing to do so. No amendment may be made which would change any rights of any Shares by reducing the amount payable thereon upon liquidation of the Trust or by diminishing or eliminating any approval rights pertaining thereto except with the vote of a majority of the Trustees and the approval of the holders of two-thirds of the Shares of the Participant Shares Series.

The Trustees

The Trust is currently governed by a Board of seven Trustees, all of whom are officials or employees of Public Agencies that are Participants in the Trust. The Trustees are appointed pursuant to, and are provided authority under, the Declaration of Trust. The Trustees are responsible for setting overall policies and procedures for the Trust and for hiring and supervising the activities of the Investment Adviser, the Custodian, and other agents of the Trust and monitoring the investment performance of the Portfolios and the method of valuing Shares. The names and business addresses of the current Trustees and Officers of the Trust and their principal occupations and other affiliations during the past five years are as follows:

Karen D. Adams, CPA—Ms. Adams has served as a Trustee since February 2010 and is the Treasurer of the Trust. Since October 2002, Ms. Adams has served as the Treasurer-Tax Collector, Merced County, 2222 M Street, Merced, California 95340. Ms. Adams was Assistant Treasurer-Tax Collector, Merced County, October 1996 – October 2002.

Past President, California Association of County Treasurers and Tax Collectors (CACTTC); Member of the Government Finance Officers Association (GFOA), Government Investment Officers Association (GIOA), California Municipal Treasurers Association (CMTA), California Revenue Officers Association (CROA); Finance Committee Member, Merced County Community Foundation; Past President of Kiwanis Club of Greater Merced; and Past Treasurer of Business & Professional Women (BPW).

Steve Dial—Mr. Dial has served as a Trustee since August 2002 and is the President of the Trust. Since February 2006, Mr. Dial has served as the Deputy Executive Director and Chief Financial Officer, San Joaquin Council of Governments (SJCOG), 555 East Weber Avenue, Stockton, California 95202, and SJCOG's subsidiaries: SJCOG, Inc., Commute Connection, Inc., and the San Joaquin County Transportation Authority. In 2009, Mr. Dial was designated Treasurer and Controller for SJCOG. From 1985 to February 2006, he was Director of Administration and Chief Financial Officer for SJCOG.

Former Chair, Financial Affairs Committee, National Association of Regional Councils; Board Member of the Child Abuse Prevention Council of San Joaquin County; Past Treasurer of the Leadership Stockton Alumni Association; Past President of the Board of Directors for United Cerebral Palsy of San Joaquin County; Past Vice President of the United Way of San Joaquin County; and Member of the Government Finance Officers Association (GFOA) and California Society of Municipal Finance Officers (CSMFO).

André Douzjian—Mr. Douzjian has served as a Trustee since May 2014. Since October 2019, Mr. Douzjian has served as the Chief Financial Officer, San Diego Association of Governments (SANDAG), 401 B Street, Suite 800, San Diego, California 92101. Mr. Douzjian served as the Director of Finance for SANDAG from June 2012 – October 2019. Prior to June 2012, he worked in the private sector, and from 1991 – 2000 was the Financial Services Manager for SANDAG.

Member of the Government Finance Officers Association (GFOA), American Institute of Certified Public Accountants (AICPA); CFO, Roundtable of San Diego; and Former Treasurer of the Entrepreneurs Organization, San Diego Chapter.

Jordan Kaufman—Mr. Kaufman has served as a Trustee since January 2022. Since January 2015, Mr. Kaufman has served as the elected Treasurer-Tax Collector, Kern County, 1115 Truxton Avenue, Bakersfield, California 93301. Mr. Kaufman was the Assistant Treasurer-Tax Collector 2006 – 2015 and the Deputy County Administrative Officer 1995 – 2006.

President, California Association of County Treasurers and Tax Collectors (CACTTC); Treasurer and past President, Kern County Management Council; Treasurer and past President United Way of Kern County; Treasurer Boy Scouts of America Southern Sierra Council; Commissioner, California Statewide Communities Development Authority (CSCDA); Statutory Trustee, past elected Trustee, past Chairman, Kern County Employees Retirement Association (KCERA); Member, Rotary Club of Bakersfield, Downtown; and Adjunct Professor, California State University Bakersfield.

David Persselin—Mr. Persselin has served as a Trustee since January 2022. Since January 2014, Mr. Persselin has served as the Finance Director/Treasurer, City of Fremont, 3300 Capitol Avenue, Fremont, California 94537. January 2012 – May 2016, Mr. Persselin was an Adjunct Faculty/Lecturer at San Jose State University. He was the Assistant Finance Director, City of Pleasanton, 2011 – 2013, and from 2001 – 2011 worked for the City of San Jose.

Member of the Government Finance Officers Association (GFOA), California Society of Municipal Finance Officers (CSMFO), and International City/County Management Association (ICMA).

Lauren Warrem—Ms. Warrem has served as a Trustee since January 2022. Prior to January 2022, Ms. Warrem served as a Trustee from 2017 – 2019. Since March 2019, Ms. Warrem has served as the Chief Deputy Treasurer, San Diego County, 1600 Pacific Highway, Room 152, San Diego, California 92101. Ms. Warrem worked as the Finance Director/City Treasurer, City of Vista, from April 2015 – February 2019. Prior to April 2015, Ms. Warrem worked in the private sector, and from 2001 – 2012 she worked at the San Diego Association of Governments (SANDAG), Finance Manager 2001 – 2009 and Director of Finance 2009 – 2012.

Member of the Government Finance Officers Association (GFOA), California Society of Municipal Finance Officers (CSMFO), and California Municipal Treasurers Association (CMTA).

Duane Wolterstorff, CPA—Mr. Wolterstorff has served as a Trustee since May 2014. Since November 2000, Mr. Wolterstorff has served as the Senior Director, Planning and Facilities, Modesto City Schools, 426 Locust Street, Modesto, California, 95351.

Secretary and Administrative Executive of Salida Area Public Facilities Financing Agency (SAPFFA) and Schools Infrastructure Financing Agency (SIFA); Treasurer of the Youth Committee and member of the Finance Committee, Pacific Association, USA Track and Field; Member of California Society of Certified Public Accountants (CalCPA) and American Institute of Certified Public Accountants (AICPA).

The Trustees are appointed by the Board of Trustees and each must be a member of the governing body, officer, or full-time employee of a Public Agency that is a Participant in the Trust, and the appointment must be approved annually by the Participants. Except in the case of resignation or removal, each Trustee holds office until such person's successor is appointed. In order to assure representation on the Board of the several classes of Public Agencies participating in the Trust, at least one of the Trustees must be either a member of the governing body, an officer, or a full-time employee of each of the following: a California county, a city, and a public district (including a JPA), as long as there is at least one Public Agency from that class that is a Participant of the Trust. The Officers of the Trust serve at the discretion of the Board. No Trustee or Officer has an immediate family member serving as a Trustee or Officer of the Trust.

The present Trustees and Officers, or other persons on CAMP official business upon approval of the Trustees, serve without compensation but all are reimbursed by the Trust for reasonable travel and other out-of-pocket expenses incurred in connection with their duties as Trustees and Officers.

Participant and Trustee Liability

Under California law, members of a common law trust may be held personally liable for the obligations of the trust if they are deemed to control the management of the trust. Because the Board has ultimate control over all matters relating to the Trust, the Trust does not believe that Participants would be deemed to have such control. The Declaration of Trust contains an express disclaimer of Participant liability for acts or obligations of the Trust. The Declaration of Trust also provides that the Trust will indemnify each Participant against all claims and liabilities out of the assets of the Series of the Trust in respect of which such claim or liability arose.

The Declaration of Trust provides that no Trustee, officer, employee, or agent of the Trust will be liable for any action or failure to act that does not involve bad faith, willful misfeasance, gross negligence, or reckless disregard of duty. Each Trustee, officer, employee, and agent of the Trust will be indemnified by the Trust against claims and liabilities as provided in the By-Laws and to the fullest extent provided by California law. The Trustees may also purchase, and pay out of Trust assets, insurance policies insuring the Trustees, Officers, Agents, Participants, employees, investment advisers, distributors, or independent contractors of the Trust against all claims arising by reason of holding any such position or by reason of any action taken or omitted by any such person in such capacity.

The Act provides that all immunities from liability which apply to the activity of officers, agents or employees of Participants when performing their functions within the territorial limits of their respective Public Agencies will apply to them to the same extent while engaged in the performance of any of their functions associated with the Trust.

Under the Declaration of Trust, the Trustees may obtain insurance or establish self-insurance funds to cover certain liabilities. This may be done on a joint basis with other similar entities, and the Trust may contribute more than its pro rata share of such insurance premiums or self-insurance funds.

Services Providers

Investment Adviser and Administrator PFMAM, an investment advisory firm with offices at One California Street, Suite 1000, San Francisco, California 94111 and 213 Market Street, Harrisburg, Pennsylvania 17101, is the Trust's investment adviser and administrator. The daily management of the investment affairs and research relating to the Portfolios is conducted by or under the supervision of the Investment Adviser. PFMAM is an investment adviser registered with the U.S. Securities and Exchange Commission, under the Investment Advisers Act of 1940, as amended, and a subsidiary of USBAM. USBAM is a subsidiary of U.S. Bank. U.S. Bank is a separate entity and subsidiary of U.S. Bancorp. Shares of the Portfolios are distributed by the Investment Adviser's affiliate, PFM Fund Distributors, Inc., a member of FINRA and subject to the rules of the MSRB. The Investment Adviser is also the investment manager and/or program administrator for 17 other local government investment pool programs, which provide services similar to those provided by the Trust.

Advisory Services. The Investment Adviser manages the investment of the assets of the Trust's Portfolios, including the placement of orders for the purchase and sale of investments, pursuant to an Advisory Agreement. The Investment Adviser obtains and evaluates such information and advice relating to the economy and the securities markets as it considers necessary or useful to manage continuously the assets of the Trust in a manner consistent with the Trust's investment objectives and policies. The Investment Adviser also administers and maintains the Trust's website which provides access to Connect. The Investment Adviser also serves as the rebate calculation agent for the Program, which requires, among other duties, collecting relevant information from, and sending notices to, Shareholders, and making calculations and

preparing rebate reports. Rebate calculation services are subject to a separate agreement, and separate fee schedule, between each Shareholder and the Investment Adviser. The Advisory Agreement will remain in effect until the specified termination date, unless terminated sooner, and may not be assigned by the Investment Adviser without the consent of the Trustees. The Advisory Agreement may be terminated by either party, at any time and without penalty, upon at least one hundred eighty (180) days prior written notice to the other party.

Investment Transactions. The Investment Adviser is responsible for decisions to buy and sell securities for the Trust and arranges for the execution of security transactions on behalf of the Trust. Purchases of securities are made from broker/dealers, underwriters, and issuers. Sales prior to maturity are made to dealers and other persons. Money market securities bought from dealers are generally traded on a “net” basis, with dealers acting as principal for their own accounts without a stated commission, although the price of the instrument usually includes a profit to the dealer. Thus, the Trust does not normally incur any brokerage commission expense on such transactions. Securities purchased in underwritten offerings include a fixed amount of compensation to the underwriter, generally referred to as the underwriter’s commission or discount. When securities are purchased or sold directly from or to an issuer, no commissions or discounts are paid.

The policy of the Trust regarding purchases and sales of securities is that primary consideration will be given to obtaining the most favorable price and efficient execution of transactions. In seeking to implement this policy, the Investment Adviser will effect transactions with those dealers whom the Investment Adviser believes provide the most favorable price and efficient execution. If the Investment Adviser believes such price and execution can be obtained from more than one dealer, it may give consideration to placing portfolio transactions with those dealers who also furnish research and other services to the Trust. Such services may include, but are not limited to, any one or more of the following: information as to the availability of securities for purchase or sale; statistical or factual information or opinions pertaining to investments; wire services; and appraisals or evaluations of portfolio securities. The services received by the Investment Adviser from dealers may be of benefit in the management of accounts of some or all of its other clients and may not in all cases benefit the Trust directly. While such services are useful and important in supplementing its own research and facilities, the Investment Adviser believes the value of such services is not determinable and does not significantly reduce its expenses. The Trust does not reduce the management fee paid to the Investment Adviser by any amount that may be attributable to the value of such services.

Administrative Services. The Investment Adviser also provides the following administrative services to the Trust in accordance with the Advisory Agreement:

- **Customer Service.** Operation of an Internet website and a toll-free telephone facility to be used exclusively by Shareholders or by Public Agencies interested in investing in the Trust.
- **Administration and Marketing.** Maintenance of the books and records of the Portfolios, including Shareholder account records; supervision, under the general direction of the Trustees, of all administrative aspects of operations; periodic updating and preparation of the Information Statement; preparation of tax returns, financial statements, and reports for all Portfolios; supervision and coordination of the activities of the Custodian; determination of dividends and net asset value of each Portfolio in accordance with the policies of the Trust; provision of office space, equipment, and personnel to administer the Trust; distribution to Public Agencies of the Program Guide; preparation and distribution of other explanatory and promotional materials; and provision of technical assistance and guidance to Public Agencies considering use of the Trust as an investment vehicle.
- **Shareholder Account Reports.** Preparation and provision to Shareholders of confirmation of each Shareholder investment and redemption transaction and of monthly statements summarizing transactions, earnings, and assets of each Shareholder account.
- **Rebate Calculation Services.** Preparation and provision to Shareholders, upon request, of interim rebate calculation estimates and of rebate calculation reports and rebate exceptions compliance reports to Shareholders in the Trust. If applicable, provision of notice to Shareholders prior to any expenditure test date related to any exception from rebate requirements and preparation of an exception compliance report.

Custodian U.S. Bank National Association, Minneapolis, Minnesota, is the custodian for the Trust. The Custodian holds cash and securities of the Portfolios and also acts as the check clearing and disbursing agent for the Pool and Term. In addition to internal governance, numerous federal agencies, including the Office of the Comptroller of the Currency (OCC), the Federal Reserve System and the Consumer Financial Protection Bureau (CFPB), supervise and inspect U.S. Bank and its parent company, U.S. Bancorp, to ensure sound banking practices and to protect clients. Appropriate information barriers relating to activities and data exist to facilitate fully independent and segregated oversight of client assets as custodian. The Custodian does not participate in determining the investment policies of the Trust or in investment decisions. The

Investment Adviser may not invest funds of the Portfolios with, nor buy or sell any securities through, any affiliated service provider. Securities purchased under certain repurchase agreements may be held by other custodians agreed to by the Trust and the other parties to the repurchase agreements.

Trust Counsel Nossaman LLP, with an office at 50 California Street, 34th Floor, San Francisco, California 94111, is legal counsel to the Trust for certain matters.

Auditor The financial statements of the Trust are audited annually by Ernst & Young LLP with an office at 560 Mission Street, Suite 1600, San Francisco, California 94105. The fiscal year for the Trust ends December 31.

Expenses of the Trust

The Trust has entered into arrangements for the Pool and Term for investment management, custodial, legal, accounting, audit, and rebate calculation services. The Trust also pays for organizational expenses, insurance premiums, Trustees' expenses, and other expenses not expressly assumed by the Investment Adviser. All expenses related to operation of the Portfolios are paid from the income of the Portfolios (see "Dividends").

For the services provided to the Pool by the Investment Adviser, effective January 1, 2023, the Investment Adviser is paid a monthly fee based on the following percentages of the average daily net assets of the Pool:

Average Cash Reserve Portfolio Daily Net Assets Annual Rate

First \$1 billion	0.145%
Next \$1 billion	0.110%
Next \$2 billion	0.100%
Next \$2 billion	0.095%
Next \$4 billion	0.085%
Next \$5 billion	0.80%
In excess of \$15 billion	0.075%

The Investment Adviser may, from time to time, waive some or all of its fees. Such waiver will have the effect of increasing the yield of the Pool during the period the fees are waived.

For the services provided to Term by the Investment Adviser, the Investment Adviser is paid a monthly fee based on the following percentages of the average daily net assets of Term:

Average Term Portfolio Daily Net Assets Annual Rate

All Assets	0.150%
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Under the Advisory Agreement, the Investment Adviser has agreed to reimburse the Pool and Term for the amount by which the "annual operating expenses" of the Pool exceed 0.22% of its average daily net assets. "Annual operating expenses" generally include all expenses of the Pool (including investment management, administration, marketing, custodial, legal, accounting, and audit fees), other than any reserves established by the Trustees to pay for extraordinary costs.

As of December 31, 2022, the Pool had reserved \$156,855 to pay for extraordinary costs that it may incur from time to time, such as special legal, audit, and consulting fees. The Trustees may determine to reserve additional amounts, not expected to exceed, on an annual basis, 0.02% of the average daily net assets of the Pool, for those and other similar purposes in the future.

Tax Matters

Pursuant to Section 115(1) of the Internal Revenue Code, federal gross income does not include income derived from the exercise of any essential governmental function that accrues to a state or any political subdivision of a state. In the opinion of Counsel to the Trust, the Trust is not subject to Federal or California income tax upon the income realized by it.

Arbitrage Rebate: General The Internal Revenue Code generally requires issuers of tax-exempt obligations to rebate to the federal government their arbitrage profits derived from investment of gross proceeds in non-purpose obligations. Various exceptions from the rebate requirements are available, and each Shareholder should consult with its bond counsel to determine whether and to what extent appropriate exceptions might be available. The investment by Shareholders of gross proceeds of debt issues in the Trust will be an investment in a non-purpose obligation and will be taken into account in determining any rebate liability.

Treatment of Administrative Costs of the Portfolios U.S. Treasury Regulations Title 26 Section 1.148-5 limits the ability for the expenses of an external commingled fund, like the Pool, to be treated as qualified administrative costs within the arbitrage rebate and yield restriction liability calculations. The limitations apply to an external commingled fund in which an individual Shareholder owns more than 10% of the beneficial interest of the fund. From time to time, the Pool may contain one or more Shareholders that individually own more than 10% of the beneficial interest of the fund. Therefore, Shareholders should consider the use of the gross yields of the Pool in all arbitrage rebate and yield restriction liability calculations.

The limitations regarding an external commingled fund in which an individual Shareholder owns more than 10% of the beneficial interest of the fund applies only to the Pool and not the Term Portfolio. The 10% rule in U.S. Treasury Regulations Title 26 Section 1.148-5 is not followed by Term.

The foregoing summary of federal income tax matters affecting Shareholders in the Portfolios does not purport to be complete. Shareholders should consult their bond counsel for advice as to the application of federal income tax law to their particular investment in the Portfolios.

Arbitrage Rebate Compliance

To further the objective of providing Shareholders with simplified arbitrage rebate compliance for proceeds of tax-exempt borrowings, the Trust has adopted the following recommended set of practices. The Trust strongly recommends that they be followed to minimize the Shareholder's rebate compliance costs.

1. A Shareholder should deposit all the proceeds of a debt issue subject to arbitrage rebate in the Trust on the same day as they are received by the Shareholder. This will enable the Investment Adviser to track the investment and expenditure of these funds.
2. A Shareholder should identify all the proceeds of a debt issue subject to the same yield at the time of initial investment. A separate account should be established for each fund or group of funds having a different yield by completing an Account Application. The Investment Adviser will provide advice on the number and type of accounts that will be needed to provide a clear audit trail.
3. Federal tax law requires issuers of tax-exempt obligations either to make certain rebate payments to the Federal government or to meet certain expenditure guidelines. If the Shareholder expects to meet one of the expenditure exceptions, it should notify the Investment Adviser when making its initial investment so the Investment Adviser can provide information regarding the expenditure of the proceeds of an issue.
4. If the Shareholder expects to make rebate payments, it should note that Federal tax law requires issuers of tax-exempt obligations to meet certain rebate payment requirements at least every five years. However, a Shareholder may need to account for its rebate liability on an annual basis. The Investment Adviser will provide estimates of rebate amounts at any time for a Shareholder, and the Investment Adviser will provide a rebate calculation report more frequently than every five years if requested. There will be a separate charge for each rebate calculation report (see Part 2 - Rebate Calculation Services for the Proceeds of Debt Issues).
5. If the Shareholder is eligible and has elected to pay a penalty in lieu of making rebate payments, it should notify the Investment Adviser by designating this on Schedule A - Bond Issue Information when making its initial investment.
6. It is recommended that Shareholders not draw down the entire proceeds of a debt issue account before providing for any rebate requirement or penalty payment.

If any Shareholder and any parties related to the Shareholder own more than ten percent (10%) of the Shares of the Pool, such ownership may adversely affect the rebate liability of all Shareholders (see "Tax Matters").

Documentation of Market Price The Investment Adviser will follow certain procedures to document that investments are purchased at a "market price" in accordance with requirements of the Internal Revenue Code and related rulings and

regulations. These procedures include obtaining three bids or offers for all securities transactions on the secondary market, documenting transaction prices using independent pricing services, and following practices to avoid making “prohibited payments” or receiving “imputed receipts” (as these terms are used in the applicable U.S. Treasury regulations) that improperly reduce the yield on investments.

Rebate Exception Services for the Proceeds of Debt Issues

Upon initial investment of the proceeds of a debt issue, a Shareholder should inform the Investment Adviser, by designating on Schedule A - Bond Issue Information, if it expects to qualify for an expenditure exception to the Federal rebate requirements or if it has elected to pay a penalty in lieu of rebate. If the Investment Adviser has been so informed thirty (30) days before any expenditure test date related to such an exception from the rebate requirements, the Investment Adviser will provide a notice to the Shareholder that tracks the cumulative percentage of proceeds of a debt issue drawn from funds invested in the Trust from any debt issue whose proceeds are then invested in the Trust and compares the cumulative percentage of funds drawn to the requirements of the exception to assist the Shareholder in determining its eligibility for such exception. Thirty (30) days after any expenditure test date, the Investment Adviser will provide a report (a “rebate exceptions compliance report”) to such Shareholder showing the cumulative percentage of the proceeds of a debt issue (including investment income) actually drawn and calculating the penalty, if any, due to the Internal Revenue Service if actual amounts drawn do not meet the expenditure test.

Rebate Calculation Services for the Proceeds of Debt Issues

With respect to proceeds of tax-exempt borrowings invested in the Trust, including funds whose cash flows are tracked through Shareholder accounts in the Trust, the Investment Adviser will, upon request, provide interim rebate calculation estimates to enable Shareholders to estimate rebate liabilities for financial reporting purposes. There is no charge for these estimates.

The Investment Adviser will provide each Shareholder who so requests with a rebate calculation report for any given report period that summarizes calculations of

- the allowable investment yield,
- investment activities for the Report Period, and
- a calculation of the rebate liability at the end of the Report Period using the methodology prescribed by the applicable U.S. Treasury regulations.

When an account for the proceeds of a debt issue is opened, the Investment Adviser will request certain information from a Shareholder, including information necessary to permit scheduling of the rebate calculation report or Rebate Exceptions Compliance Report. The Investment Adviser will require additional information from a Shareholder, including copies of the official statement, non-arbitrage or tax certificate, debt issue resolution, and similar documents, before the first such rebate calculation report or Rebate Exceptions Compliance Report can be prepared.

Normally, the rebate calculation report will be completed and furnished to the Shareholder for each debt issue no later than thirty (30) days after the Installment Computation Date, provided that the Shareholder has authorized its preparation and provided the necessary information to the Investment Adviser, but a Shareholder may request that a rebate calculation report be completed at shorter intervals. Every effort will be made to honor such requests, although no assurance can be given that reports can be completed in a shorter time period.

If an account is opened for the proceeds of a debt issue that have been invested outside of the Trust, the Investment Adviser will require a rebate calculation report from the date of debt issuance to the date of investment in the Trust.

There will be a separate charge for each rebate calculation report. The fee for a rebate calculation report prepared by the Investment Adviser will be billed separately to the Shareholder at the following rates for debt issues, the proceeds of which are invested exclusively through the Trust from their date of issuance until the date of calculation of the rebate calculation report:

One-time set-up fee, per debt issue:..... \$ 250

Each rebate calculation report, per debt issue:..\$3,000

There will be additional charges for refundings requiring allocations of transferred proceeds and for other calculations involving more extensive services. For proceeds of tax-exempt debt issues invested outside the Trust, due to differences of elapsed time since the issuance of the debt, types of investments, volume and type of transactions, number of funds, and

condition and availability of records, the Investment Adviser cannot charge a standard fee. However, at the request of the Shareholder, the Investment Adviser will provide an estimated cost based on the Shareholder's specific circumstances.

In addition to the rebate calculation services offered by the Investment Adviser, Shareholders also have the option of contracting directly with another service provider for rebate calculation services. If another service provider is used, the scope of the services provided and the fees charged are entirely the responsibility of the Shareholder and its service provider.

Information Common to All Portfolios

Authorized Investments

The Investment Adviser will invest available cash in the Cash Reserve Portfolio and Term Portfolio exclusively in the following investments, which are authorized investments under the California Government Code Section 53601. It is noted that certain other investment types, although authorized by the applicable sections of the California Government Code, may not be approved for inclusion in this investment policy. Except as otherwise provided in sub-paragraph (1) under "Investment Restrictions" below, a change in authorized investments requires approval of the Trustees and the Participants holding a majority of the outstanding Participant Shares of the Trust.

- (1) United States Treasury notes, bonds, bills, or certificates of indebtedness or other obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- (2) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- (3) Repurchase agreements with respect to securities described in paragraphs (1) and (2) above, provided that the term of any such repurchase agreement shall be one year or less at the time of purchase.
- (4) Bills of exchange or time drafts drawn on and accepted by a commercial bank (otherwise known as bankers' acceptances) which are eligible for purchase by the Federal Reserve System, provided that such bankers' acceptances may not exceed one hundred eighty (180) days maturity or forty percent (40%) of the assets of the Portfolio and no more than ten percent (10%) of the Portfolio's assets are invested in the bankers' acceptances of any one commercial bank and further provided that the accepting bank has the highest short-term letter and numerical rating as provided by at least one NRSRO.
- (5) Negotiable certificates of deposit issued by a nationally or state-chartered bank or by a savings association or a federal association (as defined in Section 5102 of the California Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that no more than thirty percent (30%) of the assets of the Portfolio may be invested in certificates of deposit and further provided that the deposits in any one institution shall not exceed the shareholders' equity of such institution.
- (6) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by at least one NRSRO, provided that its maturity may not exceed two hundred seventy (270) days. No more than forty percent (40%) of the assets of the Portfolio may be invested in eligible commercial paper; if assets of the Portfolio fall below \$100,000,000, no more than twenty-five percent (25%) of assets may be invested in eligible commercial paper; and no more than ten percent (10%) of the Portfolio's total investment assets may be invested in the commercial paper and the medium-term notes of any single corporate issuer. The entity that issues the commercial paper shall meet all of the following conditions either in (a) or (b) as follows: (a) the entity is organized and operating in the United States as a general corporation, has total assets in excess of five hundred million dollars (\$500,000,000), and has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by at least one NRSRO or (b) the entity is organized within the United States as a special purpose corporation, trust, or limited liability company, has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond, and has commercial paper that is rated "A-1" or higher, or the equivalent, by at least one NRSRO.
- (7) United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of 397 days or less, and eligible for purchase and sale within

the United States. Investments shall be rated in a rating category of “AA” or its equivalent or better by an NRSRO and shall not exceed 30 percent of the assets of the Portfolio.

(8) Medium-term notes, defined as all corporate and depository institution debt securities, with a maximum remaining maturity of 397 days or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Investments shall be rated in a rating category of “A” or its equivalent or better by an NRSRO and shall not exceed 30 percent of the assets of the Portfolio. No more than 10 percent (10%) of the Portfolio’s total investment assets may be invested in the commercial paper and the medium-term notes of any single issuer.

(9) A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. Investments shall be rated in a rating category of “AA” or its equivalent or better by an NRSRO, have a maximum remaining maturity of 397 days or less, and shall not exceed 20 percent of the assets of the Portfolio.

(10) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.). The company shall have met either of the following criteria: (a) attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs or (b) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000). The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include commission that the companies may charge and shall not exceed 20 percent of the assets of the Portfolio.

Obligations of Agencies or Instrumentalities of the United States Government Certain short-term obligations of agencies or instrumentalities of the United States Government purchased for the Portfolios may be backed only by the issuing agency or instrumentality and may not be backed by the full faith and credit of the United States Government. For example, Fannie Mae and Freddie Mac have agreements with the U.S. Treasury to provide them with capital in exchange for senior preferred stock. Securities issued by the Federal Home Loan Banks are supported only by the credit of the agency and not by the United States Government, and securities issued by the Federal Farm Credit System are supported by the agency’s right to borrow money from the U.S. Treasury under certain circumstances.

Repurchase Agreements A repurchase agreement involves the sale of securities to the Portfolio and the concurrent agreement by the seller to repurchase the securities within a specified period of time at an agreed upon price, thereby establishing the yield during the buyer’s holding period. The yield established for the repurchase agreement is determined by current short-term rates and may be more or less than the interest rate on the underlying securities. The securities underlying a repurchase agreement are, in effect, collateral under the agreement. Securities purchased by the Portfolio and subject to repurchase agreements are limited to the obligations of the United States Government and agencies of the United States but may have maturities longer than one year. At the time a repurchase agreement is made, the underlying securities will have a market value at least equal to one hundred and two percent (102%) of the price plus the price differential. If an agreement is in effect for more than one day, the Investment Adviser is responsible for monitoring the value of the underlying securities, and, in the event their value drops below one hundred and two percent (102%) of the price plus price differential, the counterparty to the repurchase transaction is required to provide additional securities or money within one Business Day so that the value of the collateral is not less than one hundred and two percent (102%) of the price plus price differential. All securities underlying repurchase agreements are required to be delivered to the Custodian or to another custodian agreed to by the Trust and the counterparty. At the expiration of each agreement, the Custodian receives payment of the price plus price differential as a condition for the transfer of the underlying securities to the counterparty. If the counterparty fails to pay the agreed upon price plus price differential on the repurchase date, the risks to the Portfolio would include any difference between the liquidation value of the underlying securities and the price plus price differential, any costs of disposing of such securities, any costs related to foreclosure, and any loss resulting from a delay in foreclosing on such securities.

Funds placed by the Trust into the Portfolios will be invested in accordance with the prudent investor standard set forth in Section 53600.3 of the California Government Code. The Portfolios will not invest in any inverse floaters, range notes or mortgage derived, interest-only strips, or in any security that could result in a zero-interest accrual if held to maturity.

The Trust is not registered as an investment company under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.) and, accordingly, is not subject to the provisions of the Investment Company Act of 1940 and the rules and regulations promulgated thereunder including rules relating to registered money market mutual funds.

The authorizing statute, charter, or bylaws of a Public Agency or the trust indenture or ordinance or resolution under which the debt obligations of a Public Agency are issued or its funds are invested may contain investment restrictions which prohibit or otherwise limit investment in one or more of the above-described investments. Accordingly, Public Agencies should consult with their legal counsel or financial adviser regarding the legality of investing bond proceeds under the Trust prior to participating in the Trust or investing in the Shares issued by the Trust.

Investment Restrictions

The Trustees have adopted the following investment restrictions and fundamental policies, which, except as otherwise provided in (1) below, may be changed only by approval of the Trustees and the Shareholders holding a majority of the outstanding Participant Shares of the Portfolios. The Trust will not:

- (1) Purchase any securities other than those described under “Investment Objectives and Policies” unless California law at some future date redefines the types of securities which are legal investments for some or all classes of Shareholders, in which case the permitted investments for the Portfolios may be changed by the Trustees to conform to California law, provided that prior written notification is given to Shareholders of the Trust.
- (2) Invest in securities of any issuer in which a Trustee, Officer, employee, agent, or adviser of the Trust is an officer, director, or ten percent (10%) shareholder unless such investment is periodically authorized by resolutions adopted by a majority of the Trustees who are not officers, directors, or ten percent (10%) shareholders of such issuer.
- (3) Make loans, except that the Portfolios may enter into repurchase agreements.
- (4) Borrow money or pledge, hypothecate, or mortgage its assets to an extent greater than twenty percent (20%) of the market value of the total assets of the Portfolios, and then only as a temporary measure for extraordinary or emergency purposes to facilitate withdrawal requests which might otherwise require untimely dispositions of portfolio securities. All such borrowings may be secured only by the assets of the Portfolios and must be repaid before the Portfolios make any additional investments. Interest paid on such borrowings will reduce net income of the Portfolios.
- (5) Purchase any security or enter into a repurchase agreement if, as a result, more than ten percent (10%) of the Portfolios’ total assets would be invested in securities subject to restrictions on resale, securities for which there is no readily available market, and repurchase agreements with maturities exceeding seven (7) days and not terminable at approximately the carrying value before that time.
- (6) Purchase the securities of any single issuer (other than obligations issued and guaranteed as to principal and interest by the government of the United States, its agencies, or instrumentalities) if, as a result, more than ten percent (10%) of the Portfolios’ total assets would be invested in the securities of any one issuer.
- (7) Invest more than 5% of net assets in illiquid investments. Illiquid investments are securities that cannot be sold or disposed of in the ordinary course of business at approximately the value ascribed to it by the Trust. Illiquid investments include:
 - Restricted investments (those that, for legal reasons, cannot be freely sold).
 - Fixed time deposits with a maturity of more than seven days that are subject to early withdrawal penalties.
 - Any repurchase agreement maturing in more than seven days and not terminable at approximately the carrying value in the Trust before that time.
 - Other investments that are not readily marketable at approximately the carrying value in the Trust.

If the 5% limitation on investing in illiquid securities is adhered to at the time of investment but later increases beyond 5%, resulting from a change in the values of the Trust’s portfolio securities or total assets, the Trust shall then bring the percentage of illiquid investments back into conformity as soon as practicably possible. The Trust believes that these liquidity requirements are reasonable and appropriate to assure that the securities in which the Trust invests are sufficiently liquid to meet reasonably foreseeable redemptions of Shares.

Any percentage limitation or rating requirement described under “Authorized Investments” will be applied at the time of purchase.

Procedures for Investment in the Trust

Public Agencies have two options for investing in the Trust. One option is for a Public Agency to become a Participant in the Trust by adopting an ordinance/resolution thereby becoming a member of the JPA. A copy of a sample ordinance/resolution can be obtained by contacting the Investment Adviser and is available on the Trust's website (www.camponline.com). Participation in the Trust requires the formal approval of the governing body of the Public Agency by ordinance/resolution, as appropriate, and execution of the Declaration of Trust. In addition to the rights provided to all Shareholders, Participants are provided approval rights on certain matters as provided in the Declaration of Trust. Public Agencies should consult with their legal counsel regarding the required form of action (ordinance/resolution) and the procedures for enactment or adoption of the ordinance/resolution. No representation is made as to the legal sufficiency of the model form for any given Public Agency. Only members of the governing body, officers, or full-time employees of a Public Agency that is a Participant in the Trust may serve as a Trustee of the Trust.

Alternatively, a Public Agency may purchase Investor Shares of any of the Trust's Portfolios without joining the Trust. Such purchase requires authorization by the Public Agency and execution of the Investor Agreement. A copy of the Investor Agreement can be obtained by contacting the Investment Adviser and is available on the Trust's website (www.camponline.com). Public Agencies owning Investor Shares are provided certain rights with regard to their Shares; however, Investors do not have the approval rights provided to Participants under the Declaration of Trust.

For the proceeds of debt issues, to provide for the investment in the Trust, the Public Agency should either list the Trust in the permitted investments section of the trust indenture or state that bond proceeds can be invested in a permitted investment under Section 53601 of the California Government Code. Sample language is available online at www.camponline.com.

Every prospective Shareholder in the Trust (or the applicable trustee of a debt issue) must complete an Account Application (available online at www.camponline.com or by calling the Investment Adviser at (800) 729-7665) and an appropriate Checkwriting Authorization if check writing is desired and forward them along with, if a Participant, (i) a certified copy of the ordinance/resolution as adopted and (ii) an executed copy of the Declaration of Trust, or if an Investor, a completed and executed Investor Agreement, to the Program Administrator via U.S. mail at the following address:

California Asset Management Program
P. O. Box 11760
Harrisburg, Pennsylvania 17101

Please note: UPS and Federal Express will not deliver packages to a P.O. Box. If using one of these shipping methods, please contact CAMP at (800) 729-7665 for an alternative delivery address.

There is no limit to the number of accounts that can be opened by a Shareholder. Additional Account Applications are provided for this purpose. The Investment Adviser will notify the Public Agency of its approval of the application(s) and the account number(s) assigned. The Trust and the Investment Adviser each reserve the right to reject any application in their sole discretion.

Instructions provided by the Shareholder in the Account Application will remain in effect until the Investment Adviser receives written notification from the Shareholder to change them. Any changes to addresses, account applications, names or signatures of authorized officials, or other critical information will require appropriate documentation. Instructions or forms may be obtained by calling the Investment Adviser at (800) 729-7665 or online at www.camponline.com.

Information Specific to the CAMP Cash Reserve Portfolio

Investment Restrictions

The Trust's investment policies and objectives require that all Pool investments have a remaining maturity of three hundred ninety-seven (397) days or less at the time of purchase (except for variable rate notes issued by the U.S. Government or its agencies or instrumentalities, which must have remaining maturities of 762 days or less), and that the dollar-weighted average maturity of Pool investments will not exceed sixty (60) days, and that the dollar-weighted average life (portfolio maturity computed to final maturity without regard to interest rate adjustments on investments) will not exceed one hundred

twenty (120) days. The repurchase date of a repurchase agreement is used to determine its maturity. Debt obligations purchased by the Pool may have interest rates that are periodically adjusted at specified intervals or whenever a reference rate or index changes. These adjustable-rate securities may have demand features which give the Pool the right to demand repayment of principal on specified dates or after giving a specified notice. Adjustable-rate securities and securities with demand features that meet the definition of “Adjustable Rate Government Securities” in Rule 2a-7 of the Investment Company Act of 1940 Rules and Regulations may be deemed to have maturities shorter than their stated maturity dates.

Dividends

Net income of the Pool shall be determined on the accrual basis as of the conclusion of each Business Day and declared as dividends to each Shareholder at the time of such determination in proportion to the number of shares in the Pool then held by each Shareholder.

Net income of the Pool shall consist of interest earned, plus any discount ratably amortized to the date of maturity plus or minus all realized gains and losses on the sale of securities prior to maturity, less ratable amortization of any premium and all accrued expenses of the Pool including the fees payable to the Investment Advisor/ Administrator, and others who provide services to the Pool. Dividends declared by the Pool are paid to Shareholders as of the last Business Day of each calendar month in the form of additional shares which are credited to each Shareholder’s account. If the net income of the Pool at the time of such determination is a negative amount, the Trust shall have the power and authority (i) to allocate such negative amount among such Shareholders in proportion to the number of shares held at the time of such determination and to offset the allocable share of each Shareholder of such negative amount against any income accrued to such Shareholder, and/or (ii) reduce the number of outstanding shares of the Pool by reducing the number of shares of each Shareholder by that number of shares which represents the amount of its allocable share of such negative amount which is not offset against income accrued to such Shareholder.

Valuation of Shares

The Investment Adviser, on behalf of the Pool, determines the NAV of Shares of the Pool as of 11:00 a.m. Pacific Time on each Business Day. The NAV per Share of the Pool is computed by dividing the total value of the securities and other assets of the Pool, less any liabilities, by the total number of outstanding Shares of the Pool. Liabilities include all accrued expenses and fees of the Pool, including fees of the Investment Adviser, Custodian, and others who provide services to the Pool, which are accrued daily (see “Expenses of the Trust”).

For the purposes of calculating the NAV per Share of the Pool, the By-Laws of the Trust provide that investments held by the Pool be valued at original cost, plus or minus any amortized discount or premium.

The result of this calculation will be a per Share value which is rounded to the nearest penny. Accordingly, the price at which Pool Shares are sold or redeemed will not reflect unrealized gains or losses on Pool securities which amount to less than \$.005 per Share. The Pool will endeavor to minimize the amount of such gains or losses. However, if unrealized gains or losses were to exceed \$.005 per Share, the amortized cost method of verification would not be used, and the NAV per Share of the Pool would change from \$1.00.

It is a fundamental policy of the Pool to maintain a NAV of \$1.00 per Share, but for the reasons discussed here, there can be no assurance that the NAV of the Pool’s Shares will not vary from \$1.00 per Share. The market value basis NAV per Share for a Pool may be affected by general changes in interest rates resulting in increases or decreases in the value of securities held by the Pool. The market value of such securities will tend to vary inversely to changes in prevailing interest rates. Thus, if interest rates rise after a security is purchased, such a security, if sold, might be sold at a price less than its amortized cost. Similarly, if interest rates decline, such a security, if sold, might be sold at a price greater than its amortized cost. If a security is held to maturity, no loss or gain is normally realized as a result of these price fluctuations; however, withdrawals by Investors could require the sale of Pool securities prior to maturity.

The Investment Adviser and the Trustees will periodically monitor, as they deem appropriate and at such intervals as are reasonable in light of current market conditions, the relationship between the amortized cost value per Share and a NAV per Share based upon available indications of market value. In the event that the difference between the amortized cost basis NAV per Share and market value basis NAV per Share exceeds 1/2 of 1 percent, the Investment Adviser and the Trustees will consider what, if any, corrective action should be taken to minimize any material dilution or other unfair results which might arise from differences between the two. This action may include the reduction of the number of outstanding Shares by having each Shareholder proportionately contribute Shares to the Pool’s capital, suspension or rescission of dividends, declaration of a special capital distribution, sales of Pool securities prior to maturity to reduce the average maturity or to

realize capital gains or losses, transfers of Pool securities to a separate account, or redemptions of Shares in kind in an effort to maintain the net asset value at \$1.00 per Share. If the number of outstanding Shares is reduced in order to maintain a constant NAV of \$1.00 per Share, Shareholders will contribute proportionately to the Pool's capital the number of Shares that represents the difference between the amortized cost valuation and market valuation of the Pool. Each Shareholder will be deemed to have agreed to such contribution by its investment in the Pool.

To minimize the possible adverse effects of changes in interest rates and to help maintain a stable NAV of \$1.00 per Share, the Pool will maintain a dollar-weighted average portfolio maturity of not more than sixty (60) days and a dollar-weighted average life of not more than one hundred twenty (120) days and will not purchase any security with a remaining maturity of more than three hundred ninety-seven (397) days and will only invest in securities determined by the Investment Adviser to be of high-quality with minimal credit risk.

Yield

Current yield information for the Pool may, from time to time, be quoted in reports, literature, and advertisements published by the Trust. The current yield of the Pool, which is also known as the current annualized yield or the current seven-day yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a value of one Share (normally \$1.00 per share) over a seven-day base period expressed as a percentage of the value of one Share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365/7.

The Trust may also quote a current effective yield of the Pool from time to time. The current effective yield represents the current yield compounded to assume reinvestment of dividends. The current effective yield is computed by adding 1 to the net change in account value (exclusive of capital changes and income other than investment income) over a seven-day base period, raising the sum to a power of 365/7, and subtracting 1 from the result. The current effective yield will normally be slightly higher than the current yield because of the compounding effect of the assumed reinvestment.

The Trust also may publish a “monthly distribution yield” on each Shareholder’s month-end account statement or provide it to Shareholders upon request. The monthly distribution yield represents the net change in the value of a hypothetical account with a value of one Share (normally \$1.00 per Share) resulting from all dividends declared during a month by the Pool expressed as a percentage of the value of one Share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

At the request of the Trustees or Shareholders, the Trust may also quote the current yield of the Pool from time to time on bases other than seven days for the information of its Shareholders.

The yields quoted by the Trust or any of its representatives should not be considered a representation of the yield of the Pool in the future since the yield is not fixed. Actual yields will depend on the type, quality, yield, and maturities of securities held by the Pool, changes in interest rates, market conditions, and other factors.

Since the yield on the Pool may fluctuate daily, Shareholders should consult with their counsel or financial adviser as to the appropriateness of investing proceeds of tax-exempt bonds in the Pool in the event that covenants with bondholders or provisions of the Internal Revenue Code restrict the yield on investment of the bond proceeds.

Information Specific to the CAMP Term Portfolio

Maturity

The CAMP Term Portfolio is a fixed-term investment portfolio of the California Asset Management Program with a maturity of up to one year, depending on the termination date of any particular series within the Portfolio.

Dividends

Dividends on shares in the series constituting the CAMP Term Portfolio shall be paid on the termination date of the series, except for dividends on shares redeemed pursuant to a planned early redemption or a premature redemption before the termination date, which will be paid when such dividends on shares in the series are redeemed. For the purpose of calculating dividends for any series, net income shall consist of interest earned, plus any discount ratably amortized to the date of maturity, plus or minus all realized gains and losses on the sale of securities prior to maturity, less ratable amortization of any premium and all accrued expenses of that series.

Dividends on shares of the series of the CAMP Term Portfolio which are declared and paid are equal to the projected yield for such shares to the redemption date, less any losses affecting projected yield attributable to such shares (other than losses resulting from premature redemptions of shares of the series). Dividends on shares of the series of the CAMP Term Portfolio declared and paid on a premature redemption date are equal to the projected yield for such shares to the premature redemption date, less any losses affecting projected yield attributable to such shares and less a premature redemption penalty, if any. Investors may be charged a premature redemption penalty equal to (i) all penalty charges, losses, banking fees and other costs (including, without limitation, interest paid on funds borrowed to pay the redemption) associated with amending, terminating, selling or otherwise affecting any of the investments in the series and (ii) an amount sufficient to maintain the projected yield on the remaining shares to the stated termination date for the series or to the planned early redemption dates, as the case may be, less any losses affecting projected yield attributable to such shares.

Any excess net income of a series of a CAMP Term Portfolio on the termination date will be distributed as an additional dividend to the shares of the series that were issued over the life of the series and the excess net income will be allocated on a pro rata basis based on the average shares outstanding during that time period. Investments may be distributed to Shareholders in any series in lieu of cash whenever the Trust determines that such distribution would be in the best interest of Shareholders of the CAMP Term Portfolio.

Valuation of Shares

For the purpose of calculating the net asset value per share of the series constituting the CAMP Term Portfolio each Business Day, investments held therein shall be valued using the amortized cost method. The amortized cost method of valuation shall mean the acquisition cost of the investment as adjusted for the amortization of premiums or accretion of discounts, regardless of the impact of fluctuating interest rates on the market value of the investment. Amortized cost valuation provides certainty in valuation but may result in periods during which the value of an investment, as determined by amortized cost, is higher or lower than the price that would be received if the investment were sold. For external period-end reporting, all assets will be valued at fair value determined in good faith by the Trust or adviser acting under contract with the Program as required under statutory and applicable accounting standards. Such fair value-based determinations will only be used to satisfy applicable external reporting standards unless the Trust or adviser has determined that use of the fair value method instead of the amortized cost method would be in the best interest of the holders of outstanding shares of a series of the CAMP Term Portfolio.

The redemption value per share will be determined on any day when redemption is made and on the termination date of a series of the CAMP Term Portfolio. Except as otherwise provided below, the redemption value per share is equal to the original purchase price for such share, plus dividends thereon, less such share's allocation of any losses incurred by the series (other than losses resulting from premature redemptions of shares of the series). The redemption value per share for shares redeemed on a premature redemption date is equal to the original purchase price for such share, plus dividends thereon, less such share's allocation of any losses incurred by the series, less a premature redemption penalty, if any, determined as described in the "Dividends" section above.

Each CAMP Term Series provides for a fixed-rate, fixed-term investment by Shareholders, but the market value of the underlying assets will, prior to their maturity, tend to fluctuate inversely with the direction of interest rates. It is the intent of the CAMP Term Portfolio to manage each of its series in a manner that produces a share price of at least \$1.00 on the termination date for the Shareholder that redeems on said date.

Yield

The projected yield quoted for any investment in the CAMP Term Portfolio is determined by dividing the expected net income per share for the period from the settlement date to the termination date by the purchase price per share, dividing this result by the actual number of days between the settlement date and the termination date, and multiplying the result by 365.

Part 3 – Individual Portfolios

Purpose

Individual Portfolios are designed to offer California Public Agencies a comprehensive program to meet their investment needs. Shareholders may invest in longer-term investments in a manner that the Investment Adviser will coordinate with the Public Agency. Created pursuant to separate agreements between the Shareholder, the Investment Adviser, and the Custodian, these Individual Portfolios will be managed solely by the Investment Adviser in accordance with specific instructions from the Shareholder. Individual Portfolios are designed to complement investment in the Pool by providing specific investments for surplus funds or for a portion of the proceeds of a debt issue where liquidity is not needed or where specific expenditures are to be funded. For proceeds of debt issues, an Individual Portfolio may be appropriate for Shareholders with relatively lengthy project drawdown schedules, or for Shareholders that wish to match expected construction draws more closely with investment maturities to fix earnings on some or all of their funds. Individual Portfolios may also be appropriate for the investment of debt service reserve funds and certain funds subject to investment yield restrictions. The Investment Adviser will assist each Shareholder in evaluating the possible use of an Individual Portfolio. For further information, call the Investment Adviser at (800) 729-7665. In order to establish an Individual Portfolio, the Shareholder must first establish an account with the Trust either as a Participant or an Investor. The Custodian will hold assets in an Individual Portfolio in a separate account in the Shareholder's name. ***However, Individual Portfolios are not assets of the Trust and are not under the management or supervision of the Board of Trustees.***

Investment Policies

Assets in an Individual Portfolio may be invested in those investments that are legal investments for the Shareholder under the California Government Code and the Shareholder's investment policy or are permitted under the terms of related debt issue documents, if any. Individual Portfolios are not governed by the investment policy of the Trust. The Investment Adviser will invest assets in the Individual Portfolios in accordance with the prudent investor standard of the California Government Code. A Shareholder should discuss the characteristics of specific investments in an Individual Portfolio with the Investment Adviser.

Opening an Individual Portfolio

The Investment Adviser offers advice on Individual Portfolio investments to Shareholders in order to provide Shareholders with the benefits of coordinating the investments in an Individual Portfolio with investing in the Pool and the economies achieved by using the Trust's Custodian. Accordingly, before Public Agency funds are invested in an Individual Portfolio, the Public Agency must first join the Trust or become an Investor (See Part 1 - Investing). A Shareholder may then open an Individual Portfolio by signing a separate agreement with PFM Asset Management LLC and U.S. Bank National Association, Minneapolis, Minnesota. Shareholders should contact the Investment Adviser directly at (800) 729-7665 regarding investments in an Individual Portfolio.

Individual Portfolio Transactions

The Investment Adviser will arrange for the execution of all security transactions in an Individual Portfolio on behalf of the Shareholder. Individual Portfolio transactions are normally conducted through the Shareholder's pre-designated Pool account using the Pool's convenient and economic cash management tools. In arranging for security transactions, the Investment Adviser will give primary consideration to obtaining the most favorable price and efficient execution of transactions. Investment transactions can only be executed on Business Days during normal operating hours.

Individual Portfolio Investments The Investment Adviser will purchase investments for an Individual Portfolio based upon specific instructions received from the Shareholder. When investing the proceeds of debt issues, the Investment Adviser will request a schedule of expected withdrawals, which will be used in managing investments to help assure adequate liquidity. Investment purchases for an Individual Portfolio are settled by the Custodian using funds made available from the Shareholder's pre-designated Pool account (see Part 1 - Investing).

Individual Portfolio Withdrawals Shareholders may arrange for the sale of investments in an Individual Portfolio by contacting the Investment Adviser directly at (800) 729-7665. Sales made prior to maturity will be made at the current market price which may be lower or higher than the investment's book value. Proceeds and earnings from the maturity, sale, or coupon payment of any investment in a Shareholder's Individual Portfolio will be deposited automatically into the Shareholder's pre-designated Pool account where they may be withdrawn by the Shareholder in accordance with Pool withdrawal procedures (see Part 1 - Investing).

Arbitrage Rebate Compliance

The Investment Adviser has agreed to provide arbitrage rebate compliance services for proceeds of tax-exempt debt issues invested in the Trust and will provide similar services for funds invested in an Individual Portfolio.

The Investment Adviser has agreed to manage Individual Portfolios that the Shareholder designates for the proceeds of a debt issue in accordance with arbitrage rebate regulations. At the Shareholder's request, the Investment Adviser will provide arbitrage rebate compliance services for the proceeds of tax-exempt debt issues to include funds in both the Shareholder's Pool, Term, and Individual Portfolio accounts (see Part 2 - Rebate Calculation Services for the Proceeds of Debt Issues).

Since the yield on an Individual Portfolio may not be fixed, Shareholders should consult with their counsel or financial adviser as to the appropriateness of investing proceeds of tax-exempt bonds in an Individual Portfolio in the event that covenants with bondholders or provisions of the Internal Revenue Code restrict the yield on investment of the bond proceeds.

Individual Portfolio Costs

All costs associated with an Individual Portfolio will be charged separately to the Shareholder that has set up the Individual Portfolio. Unless an alternative fee schedule has been negotiated, for services provided to Individual Portfolios by the Investment Adviser, the Shareholder will be billed a fee, in monthly installments, based on the following percentages of the average daily net assets of each Individual Portfolio:

Average Daily Net Assets	Annual Rate
First \$25 million	0.10%
Over \$25 million	0.08%

Individual Portfolios will also be charged an annual custody administration fee of \$200, plus a portfolio market value-based fee of 1/3 basis point (0.00333%), plus applicable custody transaction fees. A detailed schedule of custody fees is available upon request.

All Individual Portfolios of a single Shareholder will be aggregated to determine the fee for that Shareholder.

Custodian

The Trust has arranged for its Custodian, U.S. Bank National Association, Minneapolis, Minnesota, to provide custody for assets of each Individual Portfolio.

The Custodian holds cash and securities of each Individual Portfolio in a separate account in the name of the appropriate Shareholder. The Custodian does not participate in determining investment decisions for the Individual Portfolios. The Investment Adviser may invest in the Custodian's obligations and may buy or sell securities through the Custodian.

For further information or assistance regarding Individual Portfolios, please call the Investment Adviser at (800) 729-7665.



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SAN FRANCISCO
CALIFORNIA 94111

213 MARKET STREET
HARRISBURG
PENNSYLVANIA 17101

PHONE (800) 729-7665
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www.camponline.com

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Program Fact Sheet

CAMP is a California Joint Powers Authority established in 1989 to provide California public agencies with professional investment services.

INVESTMENT OBJECTIVE

To earn a high rate of return while preserving principal and providing liquidity. The Pool seeks to maintain a stable NAV of \$1.00 per share and the TERM Portfolio seeks to achieve a NAV of \$1.00 per share at the stated maturity.

CASH RESERVE PORTFOLIO (POOL)

A short-term cash reserve portfolio and cash management vehicle permitted as an investment for all local agencies under California Government Code Section 53601(p).

TERM PORTFOLIO

A fixed rate, fixed term portfolio rated AAAf by Fitch Ratings⁵ and permitted as an investment for all local agencies under California Government Code Section 53601(p).

POOL FACTS

As of August 31, 2024

7-Day Net Yield ¹	5.42%
Monthly Distribution Yield ²	5.41%
Weighted Average Maturity ³	44 Days
Pool Rating ⁴	AAAm by Standard and Poor's

SERVICE PROVIDERS

Investment Adviser, Administrator and Transfer Agent:
PFM Asset Management LLC

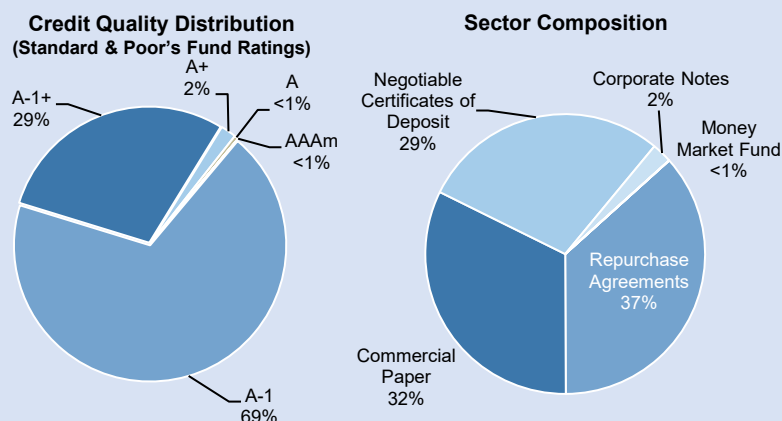
Distributor: PFM Fund Distributors, Inc

Depository and Custodian: U.S. Bank, N.A.

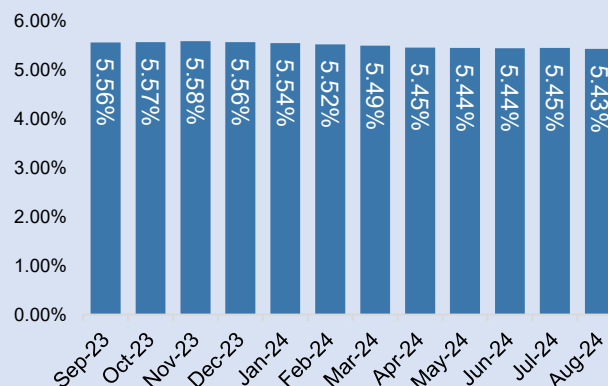
Independent Auditor: Ernst & Young LLC

Counsel: Nossaman LLP

Pool Diversification as of August 31, 2024



Pool Performance (30-Day Net Yield⁶ %)



¹ 7-day net yield, also known as the current annualized yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally \$1.00 per share) over a seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7.

² The monthly distribution yield represents the net change in the value of a hypothetical account with a value of one share (normally \$1.00 per share) resulting from all dividends declared during a month by the Pool expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

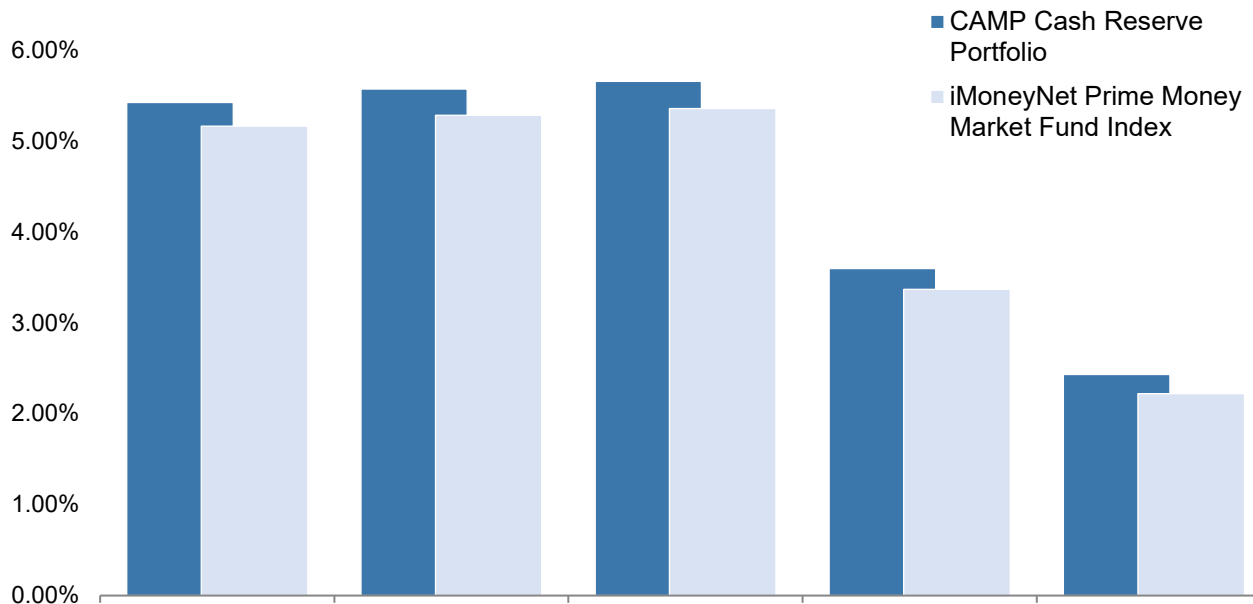
³ Weighted Average Maturity: Calculated by the final maturity for a security held in the portfolio and the interest rate reset date. This is a way to measure a fund's sensitivity to potential interest rate changes.

⁴ Standard & Poor's fund ratings are based on analysis of credit quality, market price exposure, and management. According to Standard & Poor's rating criteria, the AAAm rating signifies excellent safety of investment principal and a superior capacity to maintain a \$1.00 per share net asset value. However, it should be understood that the rating is not a "market" rating nor a recommendation to buy, hold or sell the securities. For a full description on rating methodology, visit Standard & Poor's website (http://www.standardandpoors.com/ratings/en_US/web/guest/home).

⁵ The AAAf rating reflects Fitch Ratings' ("Fitch") review of the Term program's investment and credit guidelines, the portfolio's credit quality and diversification, as well as the capabilities of PFM Asset Management LLC as investment adviser. It indicates the highest underlying credit quality (or lowest vulnerability to default). However, it should be understood that this rating is not a "market" rating nor a recommendation to buy, hold or sell the securities. For a full description on rating methodology visit www.fitchratings.com.

⁶ As of the last day of the month. The 30-day yield represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally \$1.00 per share) over a thirty-day base period expressed as a percentage of the value of one share at the beginning of the thirty-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 30. Page 159 of 496

Average Annual Return as of August 31, 2024



	Month	3-Month	1-Year	3-Year	5-Year
CAMP Cash Reserve Portfolio	5.43%	5.58%	5.66%	3.60%	2.43%
iMoneyNet Prime Money Market Fund Index ¹	5.17%	5.28%	5.36%	3.37%	2.22%

Must be preceded or accompanied by a Program Guide. For a current Program Guide, which contains more complete information, please visit <http://www.camponline.com/> or call 800-729-7665. Before investing, consider the investment objectives, risks, charges and expenses of the pool carefully. This and other information can be found in the Program Guide. Read the Program Guide carefully before you invest or send money.

¹Source: iMoneyNet First Tier Institutional Money Market Fund Average; benchmark yields are as of the last business day of each month. This index is comprised of funds rated in the top grade that invest in high-quality financial instruments with dollar-weighted average maturities of less than 60 days. It is not possible to invest directly in such an index.

Past performance is no guarantee of future results. Yields will fluctuate as market conditions change. The current fund performance may be higher or lower than that cited. The yields shown may reflect fee waivers by service providers that subsidize and reduce the total operating expenses of the Pool. Pool yields would be lower if there were no such waivers. Important disclosure information is provided on the following page.

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This information is for institutional investor use only, not for further distribution to retail investors, and does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the Trust's investment objectives, risks, charges and expenses before investing in the Trust. This and other information about the Trust is available in the Trust's current Information Statement, which should be read carefully before investing. A copy of the Trust's Information Statement may be obtained by calling 1-800-729-7665 or is available on the Trust's website at www.camponline.com. While the Cash Reserve Portfolio seeks to maintain a stable net asset value of \$1.00 per share and the CAMP Term Portfolio seeks to achieve a net asset value of \$1.00 per share at the stated maturity, it is possible to lose money investing in the Trust. An investment in the Trust is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Shares of the Trust are distributed by **PFM Fund Distributors, Inc.**, member Financial Industry Regulatory Authority (FINRA) (www.finra.org) and Securities Investor Protection Corporation (SIPC) (www.sipc.org). PFM Fund Distributors, Inc. is an affiliate of PFM Asset Management LLC.

AMENDED AND RESTATED BY-LAWS OF
CALIFORNIA ASSET MANAGEMENT TRUST

A California Joint Exercise of Powers Authority and Common Law Trust
Established Under a Declaration of Trust
Dated as of December 15, 1989, as amended and restated as of
October 25, 2022

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BY-LAWS
OF THE
CALIFORNIA ASSET MANAGEMENT TRUST

(Dated as of December 15, 1989, as amended and restated as of October 25, 2022)

A California Joint Exercise of Powers Authority and Common Law Trust
established under a Declaration of Trust dated as of December 15, 1989
(as amended and restated as of October 25, 2022 (the “Declaration of Trust”))

ARTICLE I. GENERAL

Section 1. Principal Offices.

Until changed by the Trustees, the principal office of the Trust shall be co-located at One California Street, Suite 1000, San Francisco, California 94111, and 213 Market Street, Harrisburg, Pennsylvania 17101. Each such location shall be considered a principal office of the Trust for all purposes, including, but not limited to, determining the location for the conduct of meetings of the Trustees.

Section 2. Other Offices.

The Trust may have offices in such other places without as well as within the State of California as the Trustees may from time to time determine.

Section 3. Definitions.

Unless otherwise stated herein, capitalized terms have the meanings assigned by the Declaration of Trust, as amended from time to time.

ARTICLE II. SHAREHOLDERS

Section 1. Action By Participants.

Any action which may be taken by the Participants may be taken if a majority of the outstanding voting securities of the Class or Series, as may be applicable, entitled to vote thereon (or such larger proportion thereof as shall be required by law, the Declaration of Trust, or these By-Laws for approval of such matter) consent to the action in writing and the written consents are filed with the records of the Trust. Prompt notice shall be given of any Trust action approved by the Participants by less than unanimous written consent to those Participants who did not consent in writing to such action.

Section 2. Record Date.

For the purpose of determining the Shareholders entitled to participate in any distribution, or for the purpose of any other action, the Trustees shall fix a date not more than sixty (60) days prior to the date of any distribution or other action as a record date for the determination of the Shareholders of record for such purposes.

Section 3. Inspection of Records.

The records of the Trust shall be open to inspection by the Shareholders at any time during usual business hours of the Trust, upon written demand on the Trust, for a purpose reasonably related to such Shareholder's interest as a Shareholder.

ARTICLE III. TRUSTEES

Section 1. Public Agency Representation on the Board of Trustees.

At least one of the Trustees shall be either a member of the governing body, an officer or a full-time employee of a California Public Agency of each of the following classes:

- (a) A county; and
- (b) A city; and
- (c) A public district or other public or sovereign entity, including a Joint Powers Authority and a federally recognized Indian tribe;

provided, however, that a Public Agency of such class has become and remains a Participant of the Trust.

In the event that there is a vacancy in any class of Public Agency entitled to representation on the Board of Trustees, the Trustees shall fill such vacancy as soon as practicable. During such vacancy, the Trustees shall continue to have all the powers granted to the Trustees, and no action by the Trustees shall be invalidated by such vacancy.

By resolution duly adopted by a majority of the Trustees, the Trustees may designate additional classes of Public Agencies as being entitled to representation on the Board of Trustees. The Trustees may designate a class of Public Agencies as being entitled to representation on the Board of Trustees if at least one member of the class has become a Participant of the Trust. The number of classes shall in no event exceed the maximum number of Trustees established under Section 3.2 of the Declaration of Trust.

Section 2. Disqualification of Persons as Trustees.

No person who is an affiliate of the Trust's investment adviser, administrator, distributor, custodian, or any other agency shall serve as Trustee of the Trust. If a Trustee ceases to be a member of the governing body, officer or full-time employee of a California Public Agency that is a Participant, the Trustee shall no longer be qualified to serve on the Board of Trustees and the position shall be deemed to be vacant.

Section 3. Meetings of the Trustees.

The Trustees may in their discretion provide for regular meetings of the Trustees. Notice of regular meetings need not be given if the time and place of such meetings are fixed in advance by the Board of Trustees. Meetings of Trustees other than regular meetings may be called by the President or by a majority of the Trustees. Notice of the time and place of each special meeting shall be given by the Secretary or an Assistant Secretary or by the Trustees calling the meeting

and shall be mailed to each Trustee at least four days before the meeting, or delivered personally to such person at least 48 hours before the meeting. Notice of a special meeting need not be given to any Trustee if a written waiver of notice, executed by such person at or prior to the meeting, is filed with the Secretary, or to any Trustee who attends the meeting. A notice or waiver of notice of a special meeting must specify the purpose of the meeting. The agenda of any regular meeting shall be posted at least 72 hours prior to the regular meeting, and the notice and agenda of any special meeting shall be posted at least 24 hours prior to the special meeting, in a location that is freely accessible to members of the public. All meetings of the Trustees shall be open and public, except as permitted by California Government Code Sections 54950 et seq. (the “Brown Act”). All meetings of the Trustees shall be conducted in accordance with the Brown Act.

Section 4. Quorum and Manner of Acting.

A majority of the Trustees shall be present in person or by audio or video teleconference at any regular or special meeting of the Trustees in order to constitute a quorum for the transaction of business at such meeting, and (except as otherwise required by law, the Declaration of Trust, or these By-Laws) the act of a majority of the Trustees present at any such meeting, at which a quorum is present, shall be the act of the Trustees. The Trustees present at a duly called meeting at which a quorum is initially present may continue to do business notwithstanding the withdrawal of Trustees, provided any action taken is approved by at least a majority of the required quorum for such meeting. In the absence of a quorum, a majority of the Trustees present may adjourn the meeting to a time and place specified in the order of adjournment. A copy of the order of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of adjournment.

Section 5. Procedure for Filling Vacancies on the Board of Trustees.

By resolution duly adopted by a two-thirds vote by the full Board of Trustees, the Trustees shall establish and may revise the number of Trustees suitable to manage the Trust under the then-current operating environment, provided, however, that the number of Trustees shall be not less than three and not greater than fifteen and shall not be less than the number of classes of California Public Agencies entitled to representation on the Board of Trustees as set forth in Section 1 of this Article III. In the event that there is a change in the operating environment, the Trustees shall, by resolution duly adopted by a two-thirds vote of the full Board of Trustees, modify the number of Trustees as they deem appropriate. The number of Trustees shall be an odd number.

Every two (2) years a notice shall be disseminated to the Participants indicating that the Trust is soliciting letters of interest from individuals to join the Board of Trustees. A list of the individuals that have submitted a letter of interest, and each submitted letter of interest, shall be maintained for the two (2) year period subsequent to the dissemination of such notification. In the event that there is a vacancy on the Board of Trustees, the Trustees shall fill that vacancy by considering persons who have satisfied the following selection criteria:

- (a) Submission of a current letter of interest;
- (b) Fiscal or Financial Officer of a Participant of the Trust;

- (c) Officer of a Participant located in a then under-represented geographic region of California as defined below, if feasible;
- (d) Demonstration of an interest in the Trust by attending a meeting of the Board of Trustees; and
- (e) Participation in an interview with a panel of the Trustees, to be established by an action of the Board of Trustees, (the “Candidate Review Panel”) and, based upon that interview, is recommended to the full Board as a suitable candidate.

Upon recommendation by the Candidate Review Panel, at the Trustees’ next regularly scheduled meeting, the Trustees will consider the recommendation and may appoint a new Trustee by the vote of the Trustees to serve pursuant to the conditions set forth in the By-Laws and Declaration of Trust. In the course of considering a recommendation from the Candidate Review Panel, the Trustees shall make a good faith effort to (i) create a geographic balance among the Trustees in regard to the number of Trustees from Participants located in Southern California, comprising of San Diego, Imperial, Riverside, Orange, Los Angeles, San Bernardino, Ventura, Kern, Santa Barbara, and San Luis Obispo Counties, and Participants located in Northern California, defined as the region comprised of all other counties in California; and (ii) provide for Trustee representation that reflects the diversity of agency size.

ARTICLE IV. COMMITTEES OF TRUSTEES

Section 1. Executive and Other Committees.

The Trustees by vote of a majority of all the Trustees may elect from their own number an Executive Committee to consist of not less than two (2) to hold office at the pleasure of the Trustees, which shall have the power to conduct the current and ordinary business of the Trust while the Trustees are not in session, including the purchase and sale of securities and such other powers of the Trustees as the Trustees may, from time to time, delegate to them, except those powers which by law, the Declaration of Trust, or these By-Laws they are prohibited from delegating and except with respect to (a) the approval of any action which also requires the approval of the Participants or any Class or Series of the Participants, (b) the filling of vacancies on the Board of Trustees or on any Committee, (c) the fixing of compensation of the Trustees, (d) the amendment of the By-Laws, (e) the amendment of any resolution of the Board of Trustees which by its terms is not so amendable, (f) a dividend or distribution to the Shareholders other than at a rate or in a periodic amount or price range determined by the Board of Trustees, and (g) the appointment of other Committees or the members thereof. The Trustees may also elect from their own number or other persons other Committees from time to time, the number composing such Committees, the powers conferred upon the same (subject to the same limitations as the Executive Committee), and the term of membership on such Committees to be determined by the Trustees. The Trustees may designate a Chairman of any such Committee. In the absence of such designation, the Committee may elect its own Chairman.

Section 2. Meetings, Quorum and Manner of Acting.

Meetings and action of Committees shall be held and taken in accordance with the procedures for meetings of the Board of Trustees, except as otherwise provided by law, by the By-Laws or by resolution of the Board of Trustees. Each Committee shall keep regular minutes of its meetings and cause them to be recorded in a book designated for that purpose and kept in the office of the Trust.

ARTICLE V. OFFICERS

Section 1. General Provisions.

The officers of the Trust shall be a President, a Treasurer, and a Secretary, who shall be elected by the Trustees. The Trustees may elect or appoint such other officers or agents as the business of the Trust may require, including one or more Vice Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers. The Trustees may delegate to any officer or Committee the power to appoint any subordinate officers or agents.

Section 2. Terms of Office and Qualifications.

Except as otherwise provided by law, the Declaration of Trust, or these By-Laws, all officers shall hold office at the pleasure of the Trustees. Any two or more offices may be held by the same person. The President, Vice-President and Treasurer shall all be Trustees. Any other officer may be, but none need be, a Trustee.

Section 3. Removal.

The Trustees, at any regular or special meeting of the Trustees, may remove any officer with or without cause. Any officer or agent appointed by any officer or Committee may be removed with or without cause by such appointing officer or Committee.

Section 4. Powers and Duties of the President.

The President shall be a Trustee. The President may call meetings of the Trustees and of any Committee thereof when such person deems it necessary and shall preside at all meetings of the Trustees. Subject to the control of the Trustees and any Committees of the Trustees, such person shall at all times exercise general supervision and direction over the affairs of the Trust. The President shall have the power to employ such subordinate officers, employees, and agents, as such person may find necessary to transact the business of the Trust. Such person shall also have the power to grant, issue, execute or sign such powers of attorney, proxies, or other documents as may be deemed advisable or necessary in furtherance of the interests of the Trust. The President shall also have such powers and duties as, from time to time, may be conferred upon or assigned to such person by the Trustees.

Section 5. Powers and Duties of the Vice Presidents.

In the absence or disability of the President, the Vice President, or if there be more than one Vice President any Vice President designated by the Trustees, shall perform all the duties and may exercise any of the powers of the President, subject to the control of the Trustees. Each Vice President shall perform such other duties as may be assigned to such person from time to time by the Trustees or the President.

Section 6. Powers and Duties of the Treasurer.

The Treasurer shall be the principal financial and accounting officer of the Trust. Such person shall deliver all funds of the Trust which may come into such person's hands to such custodian as the Trustees may employ pursuant to Article IX of these By-Laws. Such person shall render a statement of condition of the finances of the Trust to the Trustees as often as they shall require the same and such person shall in general perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to such person by the Trustees. The Treasurer shall give a bond for the faithful discharge of such person's duties in such sum and with such surety or sureties as the Trustees shall require. The Treasurer shall also perform the functions of depository and auditor or controller as specified in the Joint Exercise of Powers Act.

Section 7. Powers and Duties of the Secretary.

The Secretary shall keep the records of all action of the Participants in proper books provided for that purpose; such person shall have custody of the seal of the Trust; and such person shall have charge of the Share transfer books, lists, and records unless the same are in the charge of the Transfer Agent. Such person shall attend to the giving and serving of all notices by the Trust in accordance with the provisions of these By-Laws and as required by law. Such person shall keep the minutes of all meetings of the Trustees and Committees. Such person shall perform such other duties and have such other powers in addition to those specified in these By-Laws as the Trustees shall from time to time designate.

Section 8. Powers and Duties of the Assistant Treasurers.

In the absence or disability of the Treasurer, any Assistant Treasurer designated by the Trustees shall perform all the duties, and may exercise any of the powers, of the Treasurer. The Assistant Treasurers shall perform such other duties as from time to time may be assigned to them by the Trustees. Each Assistant Treasurer shall give a bond for the faithful discharge of such person's duties, if required to do so by the Trustees, in such sum and with such surety or sureties as the Trustees shall require.

Section 9. Powers and Duties of the Assistant Secretaries.

In the absence or disability of the Secretary, any Assistant Secretary designated by the Trustees shall perform all of the duties, and may exercise any of the powers, of the Secretary. The Assistant Secretaries shall perform such other duties as from time to time may be assigned to them by the Trustees.

Section 10. Compensation of Officers; Reimbursement for Expenses. The compensation of the officers shall be fixed from time to time by the Trustees or by any Committee or officer upon whom such power may be conferred by the Trustees. No Trustee shall be entitled to fixed compensation. The Trust may, however, advance to the Trustees and officers, or reimburse the Trustees and officers, or other persons on CAMP® official business upon approval of the Trustees, for all costs and expenses incurred in connection with attendance at meetings of the Trustees and Committee meetings.

ARTICLE VI. CONTRACTS, CHECKS AND DRAFTS

Section 1. Contracts.

The Trustees may authorize any officer or agent to enter into any contract or to execute and deliver any instrument in the name and on behalf of the Trust, and such authority may be general or confined to specific instances. All contracts entered into on behalf of the Trust shall comply with Section 4.5 of the Declaration of Trust.

Section 2. Checks and Drafts.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Trust shall be signed by such officer or officers or agent or agents of the Trust and in such manner as shall from time to time be determined by the Trustees.

ARTICLE VII. FISCAL YEAR

The fiscal year of the Trust shall begin on the first day of January in each year and shall end on the thirty-first day of December in each year, provided, however that the Trustees may from time to time change the fiscal year.

ARTICLE VIII. SEAL

The Trustees shall adopt a seal which shall be in such form and shall have such inscription thereon as the Trustees may from time to time prescribe.

ARTICLE IX. ADMINISTRATIVE SERVICES

Section 1. Custodian.

The Trustees shall at all times employ one or more banks or trust companies having a capital, surplus and undivided profits of at least one hundred million dollars (\$100,000,000) as Custodian with authority as its agent, but subject to such restrictions, limitations or other requirements, if any, as may be contained in the Declaration of Trust. The Custodian shall constitute a “Depository” within the meaning of California Government Code Section 53630 or any successor provision. Except as otherwise provided herein, all moneys and all investment securities of the Trust shall be held by the Custodian at all times. The Custodian may act as transfer agent, disbursement agent, and agency for any other legal purposes not inconsistent with the Declaration of Trust.

Section 2. Other Administrative Services.

Subject to the provisions of the Declaration of Trust, the Trustees may employ one or more professional organizations to act as investment adviser, transfer agent, registrar, dividend disbursement agent, administrator, distributor, and customer servicing agent. It is contemplated that the Trust will have no full-time employees and that all administrative operations of the Trust will be carried out by such independent contractors, operating under service agreements with the Trust.

Section 3. Central Certification System.

The Trustees may direct the Custodian to deposit all or any part of the securities owned by the Trust in a system for the central handling of securities established by a national securities exchange or a national association registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934, or such other person as may be permitted by that Commission, pursuant to which system all securities of a particular class or series of an issuer deposited within the system are treated as fungible and may be transferred or pledged by bookkeeping entry without physical delivery of such securities, provided that all such deposits shall be subject to withdrawal only upon the order of the Trustees.

Section 4. Acceptance of Receipts in Lieu of Certificates.

The Trustees may direct the Custodian to accept written receipts or other written evidence indicating purchases of securities held in book-entry form in the Federal Reserve System in accordance with the regulations promulgated by the Board of Governors of the Federal Reserve System and the local Federal Reserve Banks in lieu of receipt of certificates representing such securities.

ARTICLE X. INDEMNIFICATION AND INSURANCE

Section 1. Indemnification of Trustees and Officers.

Each person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, formal or informal, whether brought in the name of the Trust or otherwise and whether of a civil, criminal, administrative or investigative nature (hereinafter, a “proceeding”), by reason of the fact that such person, or a person of whom such person is the legal representative, is or was a Trustee or officer of the Trust whether the basis of such proceeding is an alleged action or inaction in an official capacity or in any other capacity while serving as such a Trustee or officer, shall, subject to the terms of any agreement between the Trust and such person, be indemnified and held harmless by the Trust to the fullest extent permissible under applicable law and the Declaration of Trust, against all costs, charges, expenses, liabilities and losses (including, without limitation, attorneys’ fees, judgments, fines, and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a Trustee or officer and shall inure to the benefit of such person’s heirs, executors and administrators; provided, however, that (a) the Trust shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Trustees of the Trust; (b) the Trust shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof), other than a proceeding by or in the name of the Trust to procure a judgment in its favor, only if any settlement of such a proceeding is approved in writing by the Trustees; (c) no such person shall be indemnified (i) except to the extent that the aggregate of losses to be indemnified exceeds the amount of such losses for which such person is paid pursuant to any trustees’, directors’ and officers’ liability insurance policy maintained by the Trust or (ii) if a court of competent jurisdiction finally determines that any indemnification hereunder is unlawful; and (d) no such person shall be indemnified with regard to any liability incurred by reason of such person’s willful misfeasance, bad faith, gross negligence or reckless disregard of duty. The right to indemnification conferred in this Section 1 shall be a contract

between the Trust and each person entitled to indemnification hereunder who serves in any capacity specified in this Section 1 at any time while these provisions are in effect, and any repeal or modification thereof shall not affect any right or obligation then existing with respect to any state of facts then or previously existing or any proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a contract right may not be modified retroactively without the consent of such person. The right to indemnification conferred in this Section 1 shall include the right to be paid by the Trust expenses incurred in defending any proceeding in advance of its final disposition; provided, however, that such advances shall be made only upon delivery to the Trust of a written undertaking, by or on behalf of such Trustee or officer, to repay all amounts to the Trust if it shall be ultimately determined that such person is not entitled to be indemnified.

Section 2. Indemnification of Employees and Agents.

A person who was or is a party or is threatened to be made a party to or is involved in any proceeding by reason of the fact that such person is or was an employee or agent of the Trust, whether the basis of such proceeding is an alleged action or inaction in an official capacity or in any other capacity while serving as such an employee or agent, may, subject to the terms of any agreement between the Trust and such person, be indemnified and held harmless by the Trust to the fullest extent permitted under applicable law and the Declaration of Trust, against all costs, charges, expenses, liabilities and losses (including, without limitation, attorneys' fees, judgments, fines, and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith. The immediately preceding sentence is not intended to be and shall not be construed to confer a contract right on any such person (other than the persons referred to in Section 1 of this Article).

Section 3. Right of Trustees and Officers to Bring Suit.

If a claim under Section 1 of this Article is not paid in full by the Trust within 30 days after a written claim has been received by the Trust, the claimant may at any time thereafter bring suit against the Trust to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expense of prosecuting such claim. Neither the failure of the Trust (including its Board of Trustees, its independent legal counsel, or its Participants) to have made a determination prior to the commencement of such action that indemnification of the claimant is permissible in the circumstances because such person has met the applicable standard of conduct, if any, nor an actual determination by the Trust (including its Board of Trustees, its independent legal counsel, or its Participants) that the claimant has not met the applicable standard of conduct, shall be a defense to such action or create a presumption for the purposes of such action that the claimant has not met the applicable standard of conduct.

Section 4. Successful Defense.

Notwithstanding any other provision of this Article, to the extent that a person referred to in Section 1 of this Article has been successful on the merits or otherwise (including, without limitation, the dismissal of an action without prejudice or the settlement of a proceeding or action without admission of liability) in defense of any proceeding referred to in Section 1 of this Article or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including, without limitation, attorneys' fees) actually and reasonably incurred in connection therewith.

Section 5. Nonexclusivity of Rights.

The right to indemnification provided by this Article shall not be exclusive of nor limit any other right which any person may have or hereafter acquire under any statute, bylaw, agreement, action of the Participants or disinterested Trustees or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be such a Trustee, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 6. Insurance.

The Trust may maintain insurance, at its expense, to protect itself and any Trustee, officer, employee or agent of the Trust against any expense, liability or loss asserted against such person or incurred by such person or arising out of such person's status as such, whether or not the Trust would have the power to indemnify such person against such expense, liability or loss under applicable law, the Declaration of Trust or this Article. In addition to or in lieu of such insurance, the Trustees may create a fund or funds to secure such protection and may deposit moneys from the Trust property in such fund or funds from time to time in such amounts as the Trustees in their sole judgment may deem advisable.

Section 7. Expenses as a Witness.

To the extent that any Trustee, officer, employee or agent of the Trust is by reason of such position a witness in any proceeding, such person shall be indemnified against all costs and expenses actually and reasonably incurred by such person on such person's behalf in connection therewith.

Section 8. Indemnity Agreements.

The Trust may enter into agreements with any Trustee, officer, employee or agent of the Trust providing for indemnification to the fullest extent permissible under applicable law and the Declaration of Trust.

Section 9. Severability.

Each and every paragraph, sentence, term and provision of this Article is separate and distinct so that if any paragraph, sentence, term or provision hereof shall be held to be invalid, unlawful or unenforceable for any reason, such invalidity, unlawfulness or unenforceability shall not affect the validity, lawfulness or enforceability of any other paragraph, sentence, term or provision hereof. To the extent required, any paragraph, sentence, term or provision of this Article may be modified by a court of competent jurisdiction to preserve its validity and to provide the claimant with, subject to the limitations set forth in this Article and any agreement between the Trust and such claimant, the broadest possible indemnification permitted under applicable law.

Section 10. Effect of Repeal or Modification.

Any repeal or modification of this Article shall not adversely affect any right of indemnification of a person referred to in Section 1 of this Article existing at the time of such repeal or modification with respect to any action or omission occurring prior to such repeal or modification.

ARTICLE XI. ISSUANCE OF SHARES

The Trustees in their discretion may, from time to time without approval of the Shareholders, issue Shares of any Series or Class in addition to the then issued and outstanding Shares of such Series or Class to such party or parties and for consideration in such amount not less than the greater of the net asset value per Share (determined as set forth in Article XII hereof) and of such type, including cash or property, at such time or times and on such terms as the Trustees may deem fitting, and may in such manner acquire other assets (including the acquisition of assets subject to, and in connection with, the assumption of liabilities) and businesses. In connection with any issuance of Shares, the Trustees may issue fractional Shares. Reductions in the number of outstanding Shares of any Series or Class with respect to which the Trustees shall have established a policy of maintaining a constant net asset value per Share of such Series or Class may be made pursuant to the provisions of Section 7.4 of the Declaration of Trust in order to maintain the constant net asset value per share of such Series or Class. Contributions to the Trust may be accepted for, and Shares shall be redeemed as, whole Shares and fractions of a Share as described in the Information Statement.

ARTICLE XII. NET ASSET VALUE OF SHARES

Net asset value per Share shall be determined as of 11:00 a.m., Pacific Time, each day the Trust is open for business. For the purpose of calculating the net asset value per Share, the securities held shall be valued pursuant to the amortized cost method. The amortized cost method of valuation shall mean the acquisition cost as adjusted for the amortization of premiums or accumulation of discounts. The daily amount of premium to be amortized and the daily amount of discount to be accumulated shall be calculated by dividing the amount of the premium or discount, as determined at the time of acquisition of a security by the Trust, by the number of days remaining from the date of the security's acquisition by the Trust until the maturity date of the security.

ARTICLE XIII. DIVIDENDS AND DISTRIBUTIONS

The days on which the determination of the net income of each Share shall occur (each such day, a "Business Day"), the deadline during such Business Day for such determination, the declaration of such net income as a dividend, and the determination of the record date for Shareholders entitled to receive such dividend shall be as set forth in the Information Statement. The Information Statement shall also provide for the manner in which such dividend is to be paid, including whether such dividend is to be payable in additional Shares, and when such dividend shall be payable. The Information Statement shall provide for the manner in which such net income is to be calculated. Capital distributions, if any, may be made in the manner set forth in the Information Statement.

ARTICLE XIV. AMENDMENTS

These By-Laws, or any of them, may be altered, amended, or repealed, or new By-Laws may be adopted, by the Trustees. The Trustees shall in no event adopt By-Laws which are in conflict with the Declaration of Trust; and any apparent inconsistency shall be construed in favor of the related provisions in the Declaration of Trust.

ARTICLE XV. LIMITATION OF LIABILITY

The Declaration of Trust establishing the Trust, dated as of December 15, 1989, a copy of which, together with all amendments thereto, is on file in the office of the Secretary of the Trust, provides that the name "California Asset Management Trust" and any substitute therefore refers to the Trustees under the Declaration of Trust collectively as Trustees, but not as individuals or personally; and no Trustee, Participant, officer, employee or agent of the Trust shall be held personally liable, nor shall resort be had to their private property for the satisfaction of any obligation or claim or otherwise, in connection with the affairs of the Trust, but the Trust property only shall be liable.

CAMP® is a registered trademark and the CAMP logos and designs are trademarks owned by the California Asset Management Trust (Trust).



ANNUAL REPORT

December 31, 2023

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The CAMP Annual Report includes an Information Statement that contains important information on the California Asset Management Trust. Please read the Information Statement carefully before investing.

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*This information is for institutional investor use only, not for further distribution to retail investors, and does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the Trust’s investment objectives, risks, charges and expenses before investing in the Trust. This and other information about the Trust is available in the Trust’s current Information Statement, which should be read carefully before investing. A copy of the Trust’s Information Statement may be obtained by calling 1-800-729-7665 or is available on the Trust’s website at www.camponline.com. While the Cash Reserve Portfolio seeks to maintain a stable net asset value of \$1.00 per share and the CAMP Term Portfolio seeks to achieve a net asset value of \$1.00 per share at the stated maturity, it is possible to lose money investing in the Trust. An investment in the Trust is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Shares of the Trust are distributed by **PFM Fund Distributors, Inc.**, member Financial Industry Regulatory Authority (FINRA) (www.finra.org) and Securities Investor Protection Corporation (SIPC) (www.sipc.org). PFM Fund Distributors, Inc. is an affiliate of PFM Asset Management LLC.*

Report of Independent Auditors

To the Board of Trustees of the California Asset Management Trust

Opinions

We have audited the financial statements of the Cash Reserve Portfolio and CAMP Term Series DEC 2024 (each a Portfolio and collectively, the Portfolios) of the California Asset Management Trust (the Trust) which comprise the statements of net position as of December 31, 2023, and the related statements of changes in net position of the Cash Reserve Portfolio for the year then ended and changes in net position of CAMP Term Series DEC 2024 for the period from February 10, 2023 (commencement of operations) through December 31, 2023, and the related notes to the financial statements, which collectively comprise the Portfolios' basic financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of each of the Portfolios at December 31, 2023, and the changes in financial position of the Cash Reserve Portfolio for the year then ended and changes in financial position of CAMP Term Series DEC 2024 for the period from February 10, 2023 (commencement of operations) through December 31, 2023, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Trust and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Cash Reserve Portfolio's and CAMP Term Series DEC 2024's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Portfolios' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Cash Reserve Portfolio's and CAMP Term Series DEC 2024's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audits of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the schedules of investments but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audits of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Ernst + Young LLP

San Francisco, California
April 25, 2024

Management's Discussion and Analysis

We are pleased to present the Annual Report for the California Asset Management Trust's Cash Reserve Portfolio and CAMP Term Series DEC 2024 (each a Portfolio and, collectively, the Portfolios) for the year ended December 31, 2023. Management's Discussion and Analysis is designed to focus the reader on significant financial items and provides an overview of the Portfolios' financial statements for the year ended December 31, 2023. The Portfolios' financial statements have been prepared in conformity with the reporting framework prescribed by the Governmental Accounting Standards Board (GASB) for local government investment pools.

Economic Update

Over the past year, the U.S. economy showed unexpected strength and resilience, with strong consumer spending amid a tight labor market supporting an aggressive series of rate hikes by the Federal Reserve (Fed) in its continuing efforts to fight inflation.

Powered by an extended period of low interest rates, Covid-related government stimulus, supply chain challenges, and Russia's invasion of Ukraine which pushed up energy prices, inflation as measured by the Consumer Price Index (CPI) surged to a 40-year high of 9.1% by June 2022. To fight inflation, the Fed began a historically rapid series of rate hikes that raised the target range for the federal funds rate from near zero in early 2022 to 5.25% to 5.50% by the end of 2023. Longer-term interest rates followed, rising to the highest levels in 15 years and peaking in mid-October. Although certain interest-rate sensitive segments of the economy suffered, in particular, residential housing and manufacturing, the overall economy remained surprisingly resilient as consumers continue to drive spending and growth.

CPI proceeded to fall sharply through the first half of 2023, reaching a 3.4% year-over-year (price) gain by the end of December 2023. The energy component of CPI, which had increased by more than 40% on a year-over-year basis in the summer of 2022, came down throughout 2023 and finished 2% lower on a year-over-year basis. However, services inflation—and shelter in particular—was up markedly for the year and continued to be worrisome for both households and policymakers.

The economy continued to defy worries about the risk that the U.S. would slide into a recession throughout 2023, despite higher prices and attention-grabbing headlines including the failure of three large regional banks, a prolonged debt ceiling battle, the downgrade of U.S. Treasury debt, the threat of a U.S. government shutdown, and escalating geopolitical concerns across the globe. In fact, Q3 2023 Gross Domestic Product (GDP) growth of 4.9% was the strongest reading over the past seven quarters and was followed up by a stronger-than-expected Q4 2023 GDP growth of 3.3% (advance estimate). Growth in GDP rose an average of 3.1% per quarter over calendar year 2023, an improvement from the prior four quarter average of 0.7%. This was mostly driven by strong consumer spending, which averaged 2.6% per quarter over calendar year 2023.

The tailwind to the resilient economy was a labor market that remained extremely tight, with the unemployment rate near a 50-year low, job openings near record highs, and wage growth elevated compared to historical levels. The unemployment rate averaged just 3.6% during 2023, ending the period at 3.7% in December. Job openings were plentiful as the economy added 3.1 million new jobs in 2023. Average hourly earnings, an important gauge of wages, rose a strong 4.1% in 2023, and with prices moderating, the growth in wages is now above the prevailing inflation level.

Short-term rates remained elevated as the Fed delivered four additional 25-basis point rate hikes in 2023. The yield on 3-month U.S. Treasury bills followed suit and rose from 4.34% at the end of December 2022 to 5.33% at the end of December 2023. This created opportunities for short-term investors to earn the highest yields in more than two decades. Meanwhile, the 2-year U.S. Treasury actually ended the year 18 bps lower. Underscoring elevated bond volatility during the year, the range of yields on the benchmark tenor was 145 bps, including a low of 3.77% in March and a high of 5.22% in October.

As the potential for a soft landing came into clearer focus towards the end of the year, the Fed signaled it had reached an end to its historic rate-hiking cycle after its December meeting. In addition to maintaining the overnight target rate at its current range of 5.25% to 5.50%, the Fed published an updated "dot plot" implying a total of three 25 basis point (bps) rate cuts by the end of 2024, more than previously projected. As a result, U.S. Treasury yields traded significantly lower over the final month of the year while a "risk-on" sentiment encouraged buying in non-government sectors, resulting in yield spreads relative to Treasuries generally narrowing.

Portfolio Strategy

The aggressive path of Fed rate hikes presented unique opportunities in managing the Cash Reserve Portfolio and the commencement of CAMP Term. As always, we prioritized safety of principal and liquidity for shareholders, especially during periods of heightened market volatility caused by rising rates and the disruptive events noted above.

During the first half of 2023, the Fed's hawkish monetary stance pushed short-term interest rates consistently higher. This drove our decision to continue to position the Cash Reserve Portfolio with a more defensive posture, maintaining a very short maturity profile to allow more frequent reinvestments that could quickly capitalize on each rate hike. We also continued to incorporate more floating-rate instruments into the Cash Reserve Portfolio, securities on which the interest rate quickly adjusts to any rate increases.

As the second half of the year progressed, it appeared that the Fed may be at or near the end of the current rate hiking cycle. As a result, we have begun to opportunistically extend the average maturity of the Cash Reserve Portfolio by purchasing some longer-term investments. While floating rate securities remain an integral component of the overall portfolio strategy, the allocation to fixed rate securities may increase as the rate hiking cycle ends.

Meanwhile, spreads on money market credit sectors remained wide relative to historical spreads throughout the year, offering opportunities to seek incremental yield. Opportunity also arose within the government sector as the resolution to the debt ceiling issue led to a huge influx of new short-dated Treasury Bills into the market, which added momentum to rising yields. Higher overall yields resulted in a significant increase in investment income over the prior year.

Our active management style performed well this year during a very volatile market. The Cash Reserve Portfolio remains well-positioned in the current environment and flexible enough to adapt should market conditions change.

With the successful rollout of CAMP Term, higher yields made this vehicle an attractive option for cash-flow matching needs over a 2-month to 12-month horizon. We continue to invest these funds predominantly in highly rated credit instruments that offer additional yield over comparable government securities. CAMP Term provides an attractive opportunity to lock-in yields at historically attractive levels.

Given that short-term interest rates are highly dependent on monetary policy, and more recently the inflation and labor outlook, we continually monitor these factors and stand ready to adjust each portfolio accordingly. As always, our primary objectives are to protect the value of each portfolio's shares and to provide liquidity for shareholders. We will continue to work hard to achieve these goals, while also seeking to increase investment yields in a prudent manner as conditions evolve over the coming quarters.

Financial Statement Overview

The financial statements for each Portfolio include a Statement of Net Position and Statement of Changes in Net Position. These financial statements are supported by the Notes to Financial Statements. In addition, the Schedule of Investments for both the Cash Reserve Portfolio and CAMP Term Series DEC 2024 are included as unaudited Other Information following the Notes to Financial Statements.

Condensed Financial Information and Analysis

Statements of Net Position: The Statements of Net Position present the financial position of each Portfolio as of December 31, 2023 and includes all assets and liabilities of each Portfolio. Total assets of the Portfolios fluctuate as investable assets rise and fall when capital shares are issued and redeemed. The difference between total assets and total liabilities, which is equal to the investors' interest in a Portfolio's net position, is shown below for the current and prior year-end dates, as applicable:

	Cash Reserve Portfolio		CAMP Term Series DEC 2024
	December 31, 2023	December 31, 2022	December 31, 2023
Total Assets	\$ 17,631,429,183	\$ 11,952,592,289	\$ 782,825,008
Total Liabilities	(1,546,821)	(1,277,011)	(300,923)
Net Position	\$ 17,629,882,362	\$ 11,951,315,278	\$ 782,524,085

Cash Reserve Portfolio: The increase in total assets of the Portfolio is primarily comprised of a \$5,636,023,312 increase in investments, which is mainly due to net capital shares issued of approximately \$4.96 billion, resulting in more investable assets. The total increase in liabilities is primarily due to an increase in the net assets of the last month of the current year versus the last month of the prior year, which in turn increased the investment management fees payable since those are calculated as a percentage of net assets.

Term Series DEC 2024: The Portfolio commenced operations on February 10, 2023; therefore, it had no assets as of the prior year-end. Its total assets as of the current period-end are mainly comprised of \$778,232,729 of investments purchased with the proceeds of shares purchased. The Portfolio's liabilities include accrued fees payable for services provided to the Portfolio but exclude any management fee waivers. Any such waivers will be determined upon its scheduled termination date on December 31, 2024.

Statements of Changes in Net Position: The Statements of Changes in Net Position present each Portfolio's activity for the year or period ended December 31, 2023. Yearly changes in the gross income generated by the Portfolios are impacted by the overall rate environment described in the preceding paragraphs. Average net assets also impact the net investment income, as well as certain expense line items that are based on a percent of each Portfolio's net assets. The changes in each Portfolio's net position for the year primarily relates to net capital shares issued for the year, as well as net investment income and realized gains on sale of investments as on the following page for the current and prior periods, as applicable:

	Cash Reserve Portfolio		CAMP Term Series DEC 2024
	Year Ended December 31, 2023	Year Ended December 31, 2022	February 10, 2023⁽¹⁾ through December 31, 2023
Investment Income	\$ 731,066,691	\$ 146,381,776	\$ 17,362,561
Net Expenses	(13,656,103)	(8,030,527)	(523,252)
Net Investment Income	717,410,588	138,351,249	16,839,309
Net Realized Gain/(Loss) on Sale of Investments	219,208	3,238	1,583
Net Change in Unrealized Appreciation/(Depreciation) of Investments	-	-	583,013
Net Capital Shares Issued/(Redeemed)	4,960,937,288	5,333,284,629	765,100,180
Change in Net Position	\$ 5,678,567,084	\$ 5,471,639,116	\$ 782,524,085

(1) Commencement of operations for CAMP Series DEC 2024.

Cash Reserve Portfolio: The Portfolio's net position increased year-over-year, which is reflected in the net capital shares issued above. With both investable assets and short-term investment rates increasing, the investment income significantly increased year-over-year. A significant portion of the Portfolio's expenses are calculated as a percentage of net position and the increase in net position caused gross expenses to increase approximately 75% year-over-year. The Portfolio continued to reimburse previously waived investment management fees totaling \$408,685 for the year; however, such reimbursements ended May 7, 2023, after all previously waived fees were reimbursed.

Term Series DEC 2024: Since the Portfolio commenced operations during the current year, it had no changes in net position from the prior year. The Portfolio issued \$935,142,998 of shares in the portion of the current year it was active and earned \$17,362,561 of investment income as those assets were invested. The Portfolio's net expenses include a gross management fee of up to 0.15% of its average daily net assets, so as assets increase this amount also increases. However, this amount may be reduced in the future by any management fee waivers, which will be determined upon the Portfolio's scheduled termination date on December 31, 2024. The Portfolio also experienced a \$583,013 change in unrealized appreciation during the current period as the value of its holdings increased by the end of the current period.

Financial Highlights: The total return of the Cash Reserve Portfolio for the year ended December 31, 2023, was 5.34%, up from 1.75% for the year ended December 31, 2022. The return of each investor's investment in a CAMP Term Series varies based on the timing and rate at which they invest. Select financial highlights for each of the Portfolios for the current period, as compared to the prior period, as applicable, are as follows:

	Cash Reserve Portfolio		CAMP Term Series DEC 2024
	Year Ended December 31, 2023	Year Ended December 31, 2022	February 10, 2023⁽¹⁾ through December 31, 2023
Ratio of Net Investment Income to Average Net Assets	5.24%	2.01%	5.27%
Ratio of Net Investment Income to Average Net Assets Before Fees Waived/Reimbursed and Expenses Paid Indirectly	5.24%	2.02%	5.27%
Ratio of Expenses to Average Net Assets	0.10%	0.12%	0.16%
Ratio of Expenses to Average Net Assets Before Fees Waived/Reimbursed and Expenses Paid Indirectly	0.10%	0.11%	0.16%

(1) Commencement of operations for CAMP Series DEC 2024.

The ratios above are computed for each Portfolio taken as a whole. For the CAMP Term Series, these ratios are calculated on an annualized basis using the period during which shares of each Portfolio were outstanding as noted above. The computation of such ratios for an individual investor in a CAMP Term Series and net asset value of each investor's investment in a CAMP Term Series may vary based on the timing of capital transactions and rate upon which they invest. The ratios for the Participant Series and Investor Series are identical since the primary differences in each series is the existence of voting rights and there are no differences in the underlying expense ratio of each Series in either Portfolio.

Cash Reserve Portfolio: The ratio of net investment income to average net assets significantly increased year-over-year due to the increase interest rates previously noted. The ratio of expenses to average net assets decreased slightly year-over-year for the Portfolio, mostly as a result of fixed operating expenses being spread over the increased average net assets noted above and those higher assets triggering lower investment advisor fee rates during the current year.

Term Series DEC 2024: Since the Portfolio commenced operations during the current year, it had no ratios for the prior year. The Portfolio's net investment income ratio of 5.27% reflects the general interest rate environment as those assets were invested. The expense ratio represents a management fee of up to 0.15% of its average daily net assets. However, this ratio may be reduced in the future for any management fee waivers, which will be determined upon the Portfolio's scheduled termination date on December 31, 2024.

Statements of Net Position

December 31, 2023

	Cash Reserve Portfolio	CAMP Term Series DEC 2024
Assets		
Investments	\$ 17,568,547,261	\$ 778,232,729
Cash and Cash Equivalents.....	39,694	141,235
Interest Receivable.....	62,731,600	4,439,898
Prepaid Expenses.....	110,628	11,146
Total Assets.....	17,631,429,183	782,825,008
Liabilities		
Investment Management Fees Payable.....	1,269,492	273,019
Audit Fees Payable.....	34,340	23,001
Legal Fees Payable.....	9,600	73
Custodian Fees Payable.....	66,396	4,650
Other Accrued Expenses.....	166,993	180
Total Liabilities.....	1,546,821	300,923
Net Position.....	\$ 17,629,882,362	\$ 782,524,085
Net Position Consists of:		
Cash Reserve Portfolio		
(applicable to outstanding shares of beneficial interest totaling		
7,710,913,336 for the Participant Series and 9,918,969,026 for the		
Investor Series; unlimited authorization; no par value; equivalent to \$1.00		
per share).....	\$ 17,629,882,362	
Term Series DEC 2024		
(applicable to outstanding shares of beneficial interest totaling		
173,896,183 for the Participant Series and 626,337,266 for the Investor		
Series; unlimited authorization; no par value).....		\$ 782,524,085

The accompanying notes are an integral part of this financial statement.

Statements of Changes in Net Position

	Cash Reserve Portfolio	CAMP Term Series DEC 2024
	Year Ended December 31, 2023	February 10, 2023 ⁽¹⁾ through December 31, 2023
Income		
Investment Income.....	\$ 731,066,691	\$ 17,362,561
Expenses		
Investment Management Fees.....	12,800,818	475,519
Legal Fees.....	56,555	745
Audit Fees.....	34,340	23,000
Custodian Fees.....	274,789	12,897
Insurance Premiums.....	88,185	734
Other Expenses.....	31,918	10,357
Total Expenses.....	13,286,605	523,252
Investment Management Fees Waived/Reimbursed.....	408,685	-
Earnings Credits Paid Indirectly.....	(39,187)	-
Net Expenses.....	13,656,103	523,252
Net Investment Income	717,410,588	16,839,309
Other Income		
Net Realized Gain on Sale of Investments.....	219,208	1,583
Net Change in Unrealized Appreciation/(Depreciation) of Investments ⁽²⁾	-	583,013
Total Other Income.....	219,208	584,596
Net Increase from Investment Operations Before Capital Transactions	717,629,796	17,423,905
Capital Shares Issued:		
Participant Series.....	21,380,333,915	219,610,998
Investor Series.....	31,219,675,394	715,532,000
Capital Shares Redeemed:		
Participant Series.....	(19,690,620,996)	(53,527,826)
Investor Series.....	(27,948,451,025)	(116,514,992)
Change in Net Position	5,678,567,084	782,524,085
Net Position – Beginning of Year	11,951,315,278	-
Net Position – End of Year	\$ 17,629,882,362	\$ 782,524,085

(1) Commencement of operations for Term Series DEC 2024.

(2) Change in fair value for Term Series required by GASB standards, may not reflect principal value of investment upon maturity.

The accompanying notes are an integral part of these financial statements.

Notes to Financial Statements

A. Organization and Reporting Entity

The California Asset Management Trust (Trust) was established on December 15, 1989, as a nontaxable investment fund under provisions of the California Joint Exercise of Powers Act to provide California Public Agencies with comprehensive investment management, accounting and arbitrage rebate calculation services for proceeds of tax-exempt financings. The Trust has not provided or obtained any legally binding guarantees to support the value of shares. All participation in the Trust is voluntary. The Trust is not required to register with the Securities & Exchange Commission (SEC) as an investment company. An elected Board of Trustees is responsible for the overall management of the Trust, including formation and implementation of its investment and operating policies.

The Trust currently consists of the Cash Reserve Portfolio and series of the CAMP Term Portfolio. Each Portfolio includes Participant Shares and Investor Shares. Shareholders of the Participant Series of each Portfolio are herein referred to as Participants; shareholders of the Investor Series of each Portfolio are herein referred to as Investors; and Participants and Investors are collectively referred to herein as Shareholders. Investors have similar rights to Participants, with the exception that the right to vote on certain matters of the Trust's operations is reserved solely for Participants. Multiple CAMP Term Series are created with staggered series-specific maturity dates typically up to 24 months. The financial statements of each CAMP Term series are prepared at an interim date if the life of the series is more than 12 months and following the termination date for each series. The investment portfolio of each CAMP Term Series is accounted for independent of the investment portfolio of any other series or portfolio of the program. In the event a CAMP Term Series portfolio were to realize a loss (whether principal or interest), no contribution would be made to such CAMP Term Series from any other series or portfolio of the Trust to offset such loss. No series would constitute security or collateral for any other series or portfolio.

The Trust's financial statements presented herein have been prepared in conformity with the reporting framework prescribed by the Governmental Accounting Standards Board (GASB) for local government investment pools. These financial statements and related notes encompass the Cash Reserve Portfolio and CAMP Term Series DEC 2024 (each a Portfolio and, collectively, the Portfolios). Term Series DEC 2024 commenced operations on February 10, 2023 and is scheduled to terminate its operations on December 31, 2024.

B. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies followed by the Trust in preparation of its financial statements.

Measurement Focus and Basis of Accounting

The Trust reports transactions and balances using the economic resources management focus and the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

Cash and Cash Equivalents

The Trust reflects cash on deposit in bank accounts which is available within one business day as cash and cash equivalents. Certificates of deposit are included in investments in the financial statements.

Valuation of Investments

In accordance with the authoritative guidance on fair value measurements and disclosures under GASB Statement No. 72, as amended, the Trust discloses the fair value of its investments in a hierarchy that prioritizes the inputs to valuation techniques used to measure the fair value. The hierarchy gives the highest priority to valuations based upon unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to valuations based upon unobservable inputs that are significant to the valuation (Level 3 measurements). The guidance establishes three levels of the fair value hierarchy as follows:

Level 1 – Quoted prices in active markets for identical assets.

Level 2 – Inputs other than quoted prices that are observable for the asset, including quoted prices for similar investments based on interest rates, credit risk, and like factors.

Level 3 – Unobservable inputs for the assets, including the Trust's own assumption for determining fair value.

The Trust's investments are assigned a level based upon the observability of the inputs which are significant to the overall valuation. In accordance with GASB Statement No. 79, Cash Reserve Portfolio securities are valued at amortized cost, which approximates fair value. GASB Statement No. 79 requires a comparison of the Cash Reserve Portfolio's investments on an amortized cost basis to fair values determined on a market value basis at least monthly. The market prices used to determine fair values in this comparison, as well as the fair values for investments held by CAMP Term Series, are derived from closing bid

prices as of the last business day of the month as supplied by third-party pricing services. Where prices are not available from these generally recognized sources, the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. The inputs or methodology used for valuing securities are not necessarily an indication of the risk associated with investing in those securities. Since the value is not obtained from a quoted price in an active market, all securities held by the Portfolios as of December 31 2023 are categorized as Level 2.

Investment Transactions

Security transactions are accounted for on the trade date (date the order to buy or sell is executed). Costs used in determining realized gains and losses on the sale of investment securities are those of specific securities sold. Interest income is recorded using the accrual method. Discounts and premiums are accreted and amortized, respectively, to interest income over the lives of the respective securities. The Statements of Changes in Net Position include unrealized appreciation of \$583,013 for CAMP Term Series DEC 2024, which represents the change in fair value of investment securities during the period.

Repurchase Agreements

Repurchase agreements entered into with broker-dealers are secured by U.S. government or agency obligations. The Portfolios' custodian takes possession of the collateral pledged for investments in repurchase agreements. The Portfolios also enter into tri-party repurchase agreements. Collateral pledged for tri-party repurchase agreements is held for the Portfolios by an independent third-party custodian bank until the maturity of the repurchase agreement. Repurchase agreements are collateralized at 102% of the obligation's principal and interest value. In the event of default on the obligation to repurchase, the Portfolio has the right to liquidate the collateral and apply the proceeds in satisfaction of the obligation. If the seller defaults and the value of the collateral declines, realization of the value of the obligation by the Trust may be delayed. In the event of default or bankruptcy by the other party to the agreement, realization and/or retention of the collateral may be subject to delays from legal proceedings.

Share Valuation and Participant Transactions

The net asset value (NAV) per share of the Cash Reserve Portfolio is calculated as of the close of each business day by dividing the net position of the Portfolio by the number of outstanding shares. It is the Cash Reserve Portfolio's objective to maintain a NAV of \$1.00 per share; however, there is no assurance that this objective will be achieved. The exact price for share transactions will be determined based on the NAV next calculated after receipt of a properly executed order. The number of shares purchased or redeemed will be determined by the NAV.

The NAV per share for each series of the CAMP Term Series is calculated as of the close of each business day, for purpose of computing fees, by dividing the total value of investments and other assets less any liabilities by the total outstanding shares. The value of a shareholder's share redemption in a CAMP Term Series will be determined as of the close of business on any day when a share redemption occurs and is equal to the original purchase price for such share, plus dividends thereon at the projected yield, less losses incurred by the series allocable to such share, if any. It is the intent of the Trust to manage the CAMP Term Series in a manner that produces a NAV of \$1.00 per share on each planned redemption date; however, there is no assurance that this objective will be achieved, and shares redeemed prior to their original maturity date may be subject to an early redemption penalty.

CAMP Term Series' shares have planned redemption dates of up to one year. Shareholders must have an account open in the Cash Reserve Portfolio in order to invest in a CAMP Term Series. CAMP Term Series offers its shareholders an estimated yield on their investments when the shares are purchased. A shareholder only receives dividends from the investment of the CAMP Term Series in which it is invested. The investment strategy of CAMP Term Series is to match, as closely as possible, the cash flows required to meet shareholders' planned redemptions, including the projected dividend, with the cash flows from the Portfolio. Consistent with this strategy, active trading of securities held by the Portfolio may be implemented with the objective of enhancing the overall yield of the Portfolio. At the termination date of any CAMP Term Series, any excess net income of the series may be distributed in the form of a supplemental dividend on a pro-rata basis based on the average shares outstanding during that time period. Supplemental dividends, if any, will be transferred to the shareholder's Cash Reserve Portfolio account from which the original CAMP Term Series purchase was made.

Dividends and Distributions

On a daily basis, the Cash Reserve Portfolio declares dividends and distributions from its net investment income, and net realized gains or losses from securities transactions, if any. Such dividends and distributions are payable to shareholders of record at the time of the previous computation of the Portfolio's net asset value and are distributed to each shareholder's account by purchase of additional shares of the Portfolio on the last business day of each month. For the year ended December 31, 2023, the Cash Reserve Portfolio distributed dividends totaling \$318,068,612 and \$399,561,184 to the Participant Series and Investor Series, respectively.

Dividends to shareholders in CAMP Term Series are declared and paid on the termination date of each CAMP Term series except for dividends on shares redeemed pursuant to a planned early redemption or a premature redemption before the termination date of such series, which will be declared and paid when such shares are redeemed. For the period ended December 31, 2023, dividends totaling \$1,277,826 and \$2,014,992 to the Participant Series and Investor Series, respectively were distributed for CAMP Term Series DEC 2024 and are included in the capital shares redeemed on its Statements of Changes in Net Position.

Redemption Restrictions

Shares of the Cash Reserve Portfolio are available to be redeemed upon proper notice without restrictions under normal operating conditions. There are no limits to the number of redemptions that can be made as long as a shareholder has a sufficient number of shares to meet their redemption request. The Trust's Board of Trustees can suspend the right of withdrawal or postpone the date of payment of redemption proceeds if the New York Stock Exchange is closed other than for customary weekend and holiday closings, if trading on the New York Stock Exchange is restricted, or if, in the opinion of the Trustees, an emergency exists such that disposal of the Cash Reserve Portfolio's securities or determination of its net asset value is not reasonably practical.

Shares of CAMP Term Series are purchased to mature upon pre-determined maturity dates selected by the shareholder at the time of purchase. Should a shareholder need to redeem shares in a CAMP Term series prematurely, they must provide notice at least seven days prior to the premature redemption date. The value of a pre-mature redemption is equal to the original price for such share, plus dividends thereon, at the projected yield less such share's allocation of any losses incurred by the series, less a premature redemption penalty, if any. Refer to the Trust's Information Statement for additional information.

Income and Expense Allocations

Income, common expenses and realized gains and losses are allocated to the Participant Series and Investor Series of the Portfolios based on the relative net assets of each series when earned or incurred. There are no expenses specific to either series. Certain expenses of the Portfolios, such as legal and cash management fees, are allocated between the Cash Reserve Portfolio and each CAMP Term series based on the relative net assets of each when earned or incurred.

Use of Estimates

The preparation of financial statements in accordance with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts and disclosures in the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

Income Tax Status

The Portfolios are not subject to Federal or State income tax upon the income realized by it. Accordingly, no provision for income taxes is required for the Portfolios' financial statements.

Representations and Indemnifications

In the normal course of business, the Portfolio enters into contracts that contain a variety of representations which provide general indemnifications. The Portfolios' maximum exposure under these arrangements is unknown as this would involve future claims that may be made against the Portfolios that have not yet occurred. However, based on experience, the Portfolio expects the risk of loss to be remote.

Subsequent Events Evaluation

The Portfolios have evaluated subsequent events through April 25, 2024, the date through which procedures were performed to prepare the financial statements for issuance. No events have taken place that meet the definition of a subsequent event requiring adjustment or disclosure in these financial statements.

C. Investment Risks

Under GASB Statement No. 40, as amended, State and Local governments and other municipal entities are required to disclose credit risk, concentration of credit risk, and interest rate risk for investment portfolios. The following risk disclosures of the Cash Reserve Portfolio and CAMP Term Series DEC 2024 as of December 31, 2023 have been provided for the information of the Portfolios' shareholders.

Credit Risk

The Portfolios' investment policies, as outlined in the Information Statement, limit the Portfolios' investments to those which are authorized investments under subdivisions (a) to (q), inclusive, of Section 53601 of the California Government Code.

As of December 31, 2023, the Cash Reserve Portfolio and CAMP Term Series DEC 2024 were comprised of investments which were, in aggregate, rated by S&P Global Ratings (S&P) as follows:

S&P Rating	Cash Reserve Portfolio	CAMP Term Series DEC 2024
AAAm	0.01%	-
AA+	4.71%	0.65%
A+	1.38%	-
A-1+	11.15%	51.96%
A-1	46.13%	42.74%
Exempt ⁽¹⁾	36.62%	4.65%

(1) Represents investments in U.S. Treasury obligations, which are not considered to be subject to overall credit risk per GASB.

The ratings in the proceeding chart for the Cash Reserve Portfolio and CAMP Term Series DEC 2024 includes the ratings of collateral underlying repurchase agreements in effect as of December 31, 2023. Securities with a long-term rating of A or higher are equivalent to the highest short-term rating category based on S&P rating methodology.

Concentration of Credit Risk

As outlined in the Portfolios' Information Statement, the investment policy establishes certain restrictions on investments and limitations on portfolio composition. The Cash Reserve Portfolio and CAMP Term Series DEC 2024 investment portfolios as of December 31, 2023, included the following issuers, aggregated by affiliated issuers where applicable, which individually represented greater than 5% of the Portfolio's total investments:

Issuer	Cash Reserve Portfolio	CAMP Term Series DEC 2024
BNP Paribas ⁽¹⁾	7.17%	<5.00%
BNY Mellon (FICC) ⁽¹⁾	9.68%	-
BofA Securities ⁽¹⁾	6.78%	<5.00%
Goldman Sachs & Company ⁽¹⁾	<5.00%	-
Federal Home Loan Bank Notes	-	36.25%
Northern Trust (FICC) ⁽¹⁾	13.09%	-
U.S. Treasury	<5.00%	5.95%

(1) These issuers are also counterparty to repurchase agreements entered into by the Portfolio. These repurchase agreements are collateralized by U.S. Treasury and government agency obligations.

Interest Rate Risk

The Portfolios' investment policies limit their exposure to market value fluctuations due to changes in interest rates by requiring that (1) the Cash Reserve Portfolio maintains a dollar-weighted average maturity of not greater than 60 days; (2) requiring that any investment securities purchased have remaining maturities of 397 days or less at the time of purchase (except for variable rate notes issued by U.S. government or its agencies or instrumentalities, which must have remaining maturities of 762 days or less); (3) limiting the remaining maturity of any bankers' acceptances purchased to 180 days or less; (4) limiting the remaining maturity of any commercial paper purchased to 270 days or less; and (5) each CAMP Term Series maintains a weighted average maturity of not greater than 1 year. As of December 31, 2023, the weighted average maturity of the Cash Reserve Portfolio and Term Series DEC 2024, including cash and cash equivalents, were 48 days and 157 days, respectively. The range of yields to maturity, actual maturity dates, principal values, fair values and weighted average maturities of the types of investments each Portfolio held as of December 31, 2023 are as follows:

Cash Reserve Portfolio					
Type of Deposits and Investments	Yield-to-Maturity Range	Maturity Range	Principal	Fair Value	Weighted Average Maturity
Asset-Backed Commercial Paper	5.48%-6.05%	1/4/2024-7/15/24	\$ 2,354,943,000	\$ 2,331,075,431	83 Days
Cash and Cash Equivalents	n/a	n/a	39,694	39,694	1 Day
Certificates of Deposit – Negotiable	5.23%-6.04%	1/5/24-12/13/24	4,042,700,000	4,042,730,739	72 Days
Commercial Paper	5.47%-5.95%	1/4/24-8/16/24	3,735,458,000	3,690,322,420	89 Days
Corporate Notes	5.68%-6.01%	1/11/24-11/12/24	242,139,000	242,032,148	8 Days
Money Market Funds	5.25%	n/a	1,000,000	1,000,000	7 Days
Government Agency and Instrumentality Obligations:					
U.S. Treasury Bills	5.28%-5.32%	1/2/24-1/23/24	193,000,000	192,698,888	12 Days
U.S. Treasury Notes	5.56%	1/15/24	672,496,200	670,587,635	15 Days
Repurchase Agreements	5.30%-5.46%	1/2/24-5/1/24	6,398,100,000	6,398,100,000	3 Days
			<u>\$ 17,639,875,894</u>	<u>\$ 17,568,586,955</u>	

Term Series DEC 2024

Type of Deposits and Investments	Yield-to-Maturity Range	Maturity Range	Principal	Fair Value	Weighted Average Maturity
Asset-Backed Commercial Paper	5.60%-5.83%	1/11/24-6/7/24	\$ 83,370,000	\$ 82,422,059	72 Days
Cash & Cash Equivalents	n/a	n/a	141,235	141,235	1 Day
Certificate of Deposit -Negotiable	5.15%-6.00%	1/12/24-12/24/24	210,493,000	210,873,690	192 Days
Commercial Paper	5.21%-5.94%	1/3/24-7/29/24	159,086,000	156,538,075	105 Days
Government Agency and Instrumentality Obligations:					
Agency Discount Notes	4.90%-5.47%	1/3/24-11/15/24	288,643,000	282,078,128	165 Days
U.S. Treasury Bills	5.35%-5.49%	2/6/24-4/4/24	5,130,000	5,090,439	55 Days
U.S. Treasury Notes	4.87%-5.52%	6/30/24-12/15/24	42,580,000	41,230,338	307 Days
			<u>\$ 789,443,235</u>	<u>\$ 778,373,964</u>	

The yields shown in the preceding tables represent the yield-to-maturity at original cost except for adjustable-rate instruments, for which the rate shown is the coupon rate in effect as of December 31, 2023, and money market funds, for which the rate shown represents the current 7-day yield in effect as of December 31, 2023. The weighted average maturities shown in the preceding table are calculated based on the stated maturity dates with the following exceptions: (1) floating or variable rate securities are assumed to have an effective maturity of the date upon which the securities' interest rate next resets; (2) the effective maturity of callable securities is assumed to be its stated maturity unless the security had been called as of the reporting date, in which case the effective maturity would be assumed to be its called date; (3) for instruments subject to demand features, the effective maturity is assumed to be the period remaining until the principal amount of the instrument may be recovered through the demand feature; (4) the effective maturity of money market instruments is assumed to be the date upon which the collection of redemption proceeds is due, typically 7 days; and (5) the effective maturity of cash and cash equivalents is assumed to be one day. Refer to the Schedules of Investments included in the unaudited Other Information that follows for further information.

D. Fees and Charges

Investment Management Fees

PFM Asset Management LLC (PFMAM) is a registered investment adviser under the Investment Advisers Act of 1940. Pursuant to an investment advisory agreement (Management Agreement) with the Trust, PFMAM provides investment advisory, shareholder accounting and certain administrative services to the Portfolios. Shares of the Portfolios are distributed by PFM Fund Distributors, Inc., an affiliate of PFMAM. PFM Fund Distributors, Inc. is not separately compensated by the Portfolios for these services.

Effective January 1, 2023, fees for services provided by PFMAM to the Cash Reserve Portfolio were calculated at an annual rate of 0.145% of the average daily net assets of the Portfolio up to \$1 billion, 0.11% on the next \$1 billion, 0.10% on the next \$2 billion, 0.095% on the next \$2 billion, 0.085% on the next \$4 billion, 0.08% on the next \$5 billion and 0.075% on such assets in excess of \$15 billion. Through December 31, 2022, fees for such services were calculated at an annual rate of 0.145% of the average daily net assets of the Portfolio up to \$1 billion, 0.11% on the next \$1 billion, 0.10% on the next \$2 billion, 0.095% on the next \$2 billion and 0.09% on such assets in excess of \$6 billion.

In accordance with its contract with the Trust, PFMAM is obligated to reimburse the Cash Reserve Portfolio for the amount by which annual operating expenses, including investment management, custodian, legal and audit fees, exceed 0.22% of average daily net assets. For the year ended December 31, 2023, fees for the services of PFMAM represent an effective annual rate of 0.10% of average daily net assets, after factoring in fees waived and reimbursed during the year, and there were no reimbursements to the Cash Reserve Portfolio pursuant to this expense limitation.

Under the terms of the Management Agreement, each CAMP Term Series pays PFMAM a monthly fee for investment advisory and administration services at the annual rate of up to 0.15% of average daily net assets. Such fee is calculated daily and paid monthly. In its discretion, PFMAM may waive fees payable by CAMP Term Series DEC 2024 upon its scheduled termination of operations on December 31, 2024.

PFMAM is a subsidiary of U.S. Bancorp Asset Management Inc. (USBAM). USBAM is a subsidiary of U.S. Bank, National Association (U.S. Bank). U.S. Bank serves as the Portfolios' custodian. During the year ended December 31, 2023, the Portfolios accrued custodial fees totaling \$248,499, after factoring in \$39,187 of earnings credits on cash balances, and \$71,046 of these fees remain payable by the Portfolios as of December 31, 2023. The earnings credits are shown as a reduction of expenses paid in the Statements of Changes in Net Position.

Cash Reserve Portfolio Fee Deferral Agreement

Effective June 1, 2022, the Trust entered into a Fee Deferral Agreement (Fee Deferral Agreement) with PFMAM pursuant to which PFMAM may, but shall not be obligated to, temporarily reduce a portion of its fees payable by the Cash Reserve Portfolio to assist the Portfolio in an attempt to maintain a positive yield. Under the terms of the Fee Deferral Agreement, in the event that PFMAM elects to initiate a temporary fee waiver (Fee Deferral), such Fee Deferral shall be applicable to the computation of the NAV of the Portfolio on any business day on which PFMAM elects to temporarily waive its fees. PFMAM shall provide prompt notice to the Trust's Board of Trustees on the initial instance of a Fee Deferral and provide reporting at least quarterly on the aggregate amount of Fee Deferrals during the quarter, as well as any Fee Deferrals restored to PFMAM and the amount of Fee Deferrals which no longer are able to be restored to PFMAM in accordance with the terms of the Fee Deferral Agreement.

Under the terms of the Fee Deferral Agreement, at any time after a Fee Deferral has been terminated, and if the monthly distribution yield of the Portfolio was in excess of 0.50% per annum for the preceding calendar month, PFMAM may elect to have the amount of its Fee Deferrals restored in whole or in part under the conditions described in the Fee Deferral Agreement with the Trust by way of a payment of fees in excess of the rate it was entitled to, prior to any fee reduction, all as set forth in the Fee Deferral Agreement. In all cases, the total fees paid to PFMAM in a given month, inclusive of the amount of any Fee Deferrals restored, may not exceed 115% of the fees payable under the terms of PFMAM's related agreement with the Trust and any Fee Deferrals under the Fee Deferral Agreement may only be restored during the three years from the calendar month to which they relate.

During the year ended December 31, 2023, the Cash Reserve Portfolio reimbursed Fee Deferrals to PFMAM totaling \$408,685. This amount represented the remainder of all Fee Deferrals outstanding subject to the Fee Deferral Agreement and as of December 31, 2023, no remaining amounts remain recoverable by PFMAM pursuant to the Fee Deferral Agreement.

Other Pool Expenses

The Portfolios pay expenses incurred by Trustees and officers (in connection with the discharge of their duties), insurance fees for Trustees, audit fees, legal fees, rating fees and other operating expenses.

**Other
Information
(unaudited)**

Cash Reserve Portfolio

Schedule of Investments (unaudited)

December 31, 2023

Rate ⁽¹⁾	Maturity Date ⁽²⁾		Principal	Fair Value ⁽³⁾
Asset-Backed Commercial Paper (13.22%)				
Atlantic Asset Securitization LLC				
5.80% ⁽⁴⁾	1/5/24	.....	\$50,000,000	\$50,000,000
5.80% ⁽⁴⁾	1/11/24	.....	50,000,000	50,000,000
5.76% ⁽⁴⁾	2/2/24	.....	80,000,000	80,000,000
5.80%	4/8/24	.....	40,000,000	39,386,956
5.57%	5/13/24	.....	68,000,000	66,633,350
5.60%	6/3/24	.....	33,375,000	32,596,899
CAFCO LLC				
5.60%	4/2/24	.....	86,000,000	84,793,420
5.49%	4/30/24	.....	40,000,000	39,281,333
Charta LLC				
5.55%	4/4/24	.....	68,000,000	67,032,322
5.58%	6/3/24	.....	36,000,000	35,163,780
Collateralized Commercial Paper FLEX Company LLC (Callable)				
6.05%	7/12/24	.....	75,000,000	75,000,000
5.80% ⁽⁴⁾	7/15/24	.....	115,000,000	115,000,000
Collateralized Commercial Paper V Company LLC (Callable)				
5.79%	7/1/24	.....	131,000,000	131,000,000
Fairway Finance Company LLC				
5.76%	1/8/24	.....	60,000,000	59,934,783
5.74%	1/11/24	.....	25,000,000	24,961,250
5.69%	6/3/24	.....	137,000,000	133,759,113
Liberty Street Funding LLC				
5.53%	3/7/24	.....	25,000,000	24,749,750
5.50%	4/1/24	.....	30,000,000	29,588,983
5.82%	5/7/24	.....	75,000,000	73,505,104
Manhattan Asset Funding Company				
5.78%	3/11/24	.....	92,000,000	90,994,644
5.56%	3/12/24	.....	46,450,000	45,947,979
5.48%	4/26/24	.....	25,000,000	24,566,610
Old Line Funding LLC (Callable)				
5.80%	4/1/24	.....	35,000,000	34,501,900
Old Line Funding LLC				
5.71%	1/4/24	.....	41,000,000	40,981,140
5.76% ⁽⁴⁾	5/13/24	.....	100,000,000	100,000,000
Ridgefield Funding Company LLC				
5.77%	2/6/24	.....	77,000,000	76,568,030
5.78%	2/9/24	.....	23,000,000	22,859,968
5.80%	3/25/24	.....	46,793,000	46,177,204
5.58%	5/20/24	.....	14,325,000	14,021,390
5.61%	6/20/24	.....	20,000,000	19,482,250
Sheffield Receivables Company LLC				
5.59%	3/8/24	.....	153,000,000	151,433,875
5.53%	3/22/24	.....	115,000,000	113,589,813

The notes to the financial statements are an integral part of the schedule of investments.

Cash Reserve Portfolio

Schedule of Investments (unaudited)

December 31, 2023

Rate ⁽¹⁾	Maturity Date ⁽²⁾		Principal	Fair Value ⁽³⁾
Starbird Funding Corporation				
5.81%	4/1/24	.....	\$83,000,000	\$81,814,599
5.60%	6/10/24	.....	50,000,000	48,781,319
5.52%	7/1/24	.....	75,000,000	72,967,667
Thunder Bay Funding LLC				
5.91% ⁽⁴⁾	3/22/24	.....	50,000,000	50,000,000
5.82% ⁽⁴⁾	5/28/24	.....	84,000,000	84,000,000
Total Asset-Backed Commercial Paper				2,331,075,431
Certificates of Deposit (22.93%)				
Bank of America				
5.80%	1/9/24	.....	36,200,000	36,199,172
5.80%	2/15/24	.....	94,000,000	94,000,000
5.90%	4/17/24	.....	120,000,000	120,000,000
Bank of Montreal (Chicago)				
5.59%	9/3/24	.....	75,000,000	74,971,577
Bank of Nova Scotia (Houston)				
6.00% ⁽⁴⁾	1/5/24	.....	50,000,000	50,000,000
5.78% ⁽⁴⁾	2/15/24	.....	50,000,000	50,001,010
5.92% ⁽⁴⁾	3/27/24	.....	60,000,000	60,000,000
5.78% ⁽⁴⁾	9/11/24	.....	100,000,000	100,000,000
BNP Paribas (NY)				
5.93%	4/5/24	.....	110,000,000	110,000,000
Canadian Imperial Bank of Commerce (NY)				
5.93% ⁽⁴⁾	4/5/24	.....	50,000,000	50,000,000
Citibank				
5.74%	8/16/24	.....	105,000,000	105,000,000
Commonwealth Bank of Australia (NY)				
5.91%	11/1/24	.....	67,000,000	67,000,000
Credit Agricole Corporate & Investment Bank (NY)				
5.74%	2/2/24	.....	70,000,000	70,000,000
5.74%	2/2/24	.....	50,000,000	50,000,000
5.74%	2/8/24	.....	18,150,000	18,149,914
DZ Bank (NY)				
5.68%	5/28/24	.....	79,000,000	79,000,000
5.75%	6/14/24	.....	50,000,000	50,002,217
HSBC USA				
5.96% ⁽⁴⁾	4/12/24	.....	100,000,000	100,000,000
5.92% ⁽⁴⁾	5/2/24	.....	91,000,000	91,000,000
5.81% ⁽⁴⁾	5/10/24	.....	135,000,000	135,000,000
5.89% ⁽⁴⁾	8/8/24	.....	40,000,000	40,000,000
5.75%	8/15/24	.....	87,000,000	87,000,000
Mizuho Bank LTD (NY)				
5.72%	2/2/24	.....	60,000,000	60,000,000
5.72%	2/9/24	.....	100,000,000	100,000,000
5.80%	2/29/24	.....	100,000,000	100,000,000
5.85%	4/26/24	.....	50,000,000	50,000,000
5.85%	5/2/24	.....	120,000,000	120,000,000

The notes to the financial statements are an integral part of the schedule of investments.

Cash Reserve Portfolio

Schedule of Investments (unaudited)

December 31, 2023

Rate ⁽¹⁾	Maturity Date ⁽²⁾		Principal	Fair Value ⁽³⁾
MUFG Bank Ltd. (NY)				
5.82%	5/6/24	.....	\$37,000,000	\$37,000,000
National Australia Bank (NY)				
5.72% ⁽⁴⁾	3/11/24	.....	75,000,000	75,000,000
5.70% ⁽⁴⁾	4/1/24	.....	200,000,000	200,000,000
5.89% ⁽⁴⁾	4/8/24	.....	100,000,000	100,000,000
Nordea Bank (NY)				
5.77%	3/1/24	.....	100,000,000	100,000,000
Skandinaviska Enskilda Banken (NY)				
5.81% ⁽⁴⁾	1/29/24	.....	50,000,000	50,000,000
Sumitomo Mitsui Trust Bank Ltd. (NY)				
5.82%	4/12/24	.....	100,000,000	100,000,000
5.66%	5/31/24	.....	94,900,000	94,903,523
Svenska Handelsbanken (NY)				
5.81% ⁽⁴⁾	1/24/24	.....	31,100,000	31,101,147
5.79% ⁽⁴⁾	2/13/24	.....	22,350,000	22,350,496
5.90% ⁽⁴⁾	3/26/24	.....	60,000,000	60,000,000
5.91% ⁽⁴⁾	4/2/24	.....	40,000,000	40,000,000
5.77% ⁽⁴⁾	6/3/24	.....	75,000,000	75,000,000
5.90%	7/12/24	.....	54,000,000	54,000,000
Swedbank (NY)				
5.95%	4/1/24	.....	75,000,000	75,000,000
5.81%	4/3/24	.....	127,000,000	127,000,000
5.90%	6/14/24	.....	74,000,000	74,000,000
Toronto Dominion Bank (NY)				
5.88%	4/17/24	.....	75,000,000	75,000,000
5.90%	7/19/24	.....	70,000,000	70,000,000
6.00%	9/5/24	.....	40,000,000	40,000,000
Wells Fargo Bank				
5.89% ⁽⁴⁾	2/12/24	.....	65,000,000	65,000,000
5.78% ⁽⁴⁾	3/22/24	.....	40,000,000	40,000,000
6.03% ⁽⁴⁾	4/5/24	.....	20,000,000	20,005,152
5.92% ⁽⁴⁾	6/3/24	.....	130,000,000	130,000,000
6.04% ⁽⁴⁾	7/8/24	.....	50,000,000	50,000,000
5.99% ⁽⁴⁾	8/2/24	.....	40,000,000	40,046,531
6.00% ⁽⁴⁾	11/12/24	.....	100,000,000	100,000,000
5.23%	12/13/24	.....	30,000,000	30,000,000
Total Certificates of Deposit				4,042,730,739
Commercial Paper (20.93%)				
ABN AMRO Funding USA LLC				
5.79%	2/2/24	.....	48,000,000	47,759,787
5.80%	4/1/24	.....	100,000,000	98,576,861
5.95%	4/5/24	.....	32,000,000	31,518,667
5.70%	5/28/24	.....	40,000,000	39,088,978
5.69%	6/3/24	.....	55,000,000	53,698,914

The notes to the financial statements are an integral part of the schedule of investments.

Cash Reserve Portfolio

Schedule of Investments (unaudited)

December 31, 2023

Rate ⁽¹⁾	Maturity Date ⁽²⁾		Principal	Fair Value ⁽³⁾
Barclays Capital, Inc.				
5.52%	4/2/24	.....	\$112,000,000	\$110,442,389
5.52%	4/3/24	.....	75,000,000	73,946,000
BNP Paribas (NY)				
5.89%	5/20/24	.....	50,000,000	48,893,611
BofA Securities, Inc.				
5.82%	3/7/24	.....	84,000,000	83,129,900
5.91%	5/7/24	.....	50,000,000	49,001,639
5.66%	6/10/24	.....	82,000,000	79,986,695
Citigroup, Inc.				
5.84% ⁽⁴⁾	1/5/24	.....	105,000,000	105,000,000
5.61%	6/10/24	.....	25,000,000	24,390,660
Cooperatieve Rabobank (NY)				
5.77%	3/8/24	.....	50,000,000	49,480,750
Credit Agricole Corporate & Investment Bank (NY)				
5.80%	3/4/24	.....	57,000,000	56,438,408
Credit Industriel et Commercial (NY)				
5.81%	4/5/24	.....	60,000,000	59,110,958
5.86%	5/2/24	.....	67,000,000	65,711,460
ING (US) Funding LLC				
5.75%	2/16/24	.....	122,000,000	121,128,581
5.79%	3/5/24	.....	100,000,000	99,000,889
5.83%	4/1/24	.....	36,200,000	35,684,824
5.82%	5/1/24	.....	58,000,000	56,898,564
JP Morgan Securities LLC (Callable)				
5.86%	8/6/24	.....	50,000,000	50,000,000
5.78%	8/16/24	.....	105,000,000	105,000,000
Metlife Short Term Funding LLC				
5.65%	6/26/24	.....	41,916,000	40,788,704
Microsoft Corp.				
5.50%	6/12/24	.....	80,000,000	78,062,111
Mizuho Bank Ltd. (NY)				
5.79%	1/29/24	.....	55,000,000	54,759,375
MUFG Bank Ltd. (NY)				
5.77%	1/4/24	.....	50,000,000	49,976,542
5.78%	1/8/24	.....	100,000,000	99,890,722
5.73%	1/31/24	.....	104,000,000	103,510,333
5.77%	2/12/24	.....	75,000,000	74,503,875
5.85%	3/21/24	.....	90,000,000	88,864,000
5.77%	5/14/24	.....	50,000,000	48,955,917
5.47%	8/16/24	.....	75,000,000	72,496,750
Natixis (NY)				
5.79%	1/8/24	.....	150,000,000	149,836,375
5.83%	2/13/24	.....	100,000,000	99,327,528
5.85%	3/4/24	.....	60,000,000	59,406,750
5.86%	4/2/24	.....	75,000,000	73,915,167
5.78%	5/20/24	.....	48,000,000	46,952,800

The notes to the financial statements are an integral part of the schedule of investments.

Cash Reserve Portfolio

Schedule of Investments (unaudited)

December 31, 2023

Rate ⁽¹⁾	Maturity Date ⁽²⁾		Principal	Fair Value ⁽³⁾
Natixis (NY) (Cont.)				
5.48%	7/8/24	.....	\$67,975,000	\$66,080,027
5.77%	7/15/24	.....	100,000,000	96,978,333
Pacific Life Short Term				
5.50%	2/12/24	.....	48,500,000	48,191,621
Pfizer Inc.				
5.54%	6/10/24	.....	26,867,000	26,219,364
5.54%	6/20/24	.....	25,000,000	24,361,125
Royal Bank of Canada (NY)				
5.86% ⁽⁴⁾	8/2/24	.....	100,000,000	100,000,000
Sumitomo Mitsui Trust (NY)				
5.72%	2/7/24	.....	125,000,000	124,276,701
5.72%	2/8/24	.....	50,000,000	49,702,861
5.76%	3/1/24	.....	73,000,000	72,312,583
5.62%	3/18/24	.....	25,000,000	24,704,833
Toronto Dominion Bank (NY)				
5.49%	4/22/24	.....	150,000,000	147,489,334
Toyota Motor Credit Corporation				
5.66%	1/5/24	.....	50,000,000	49,969,500
5.73%	1/16/24	.....	85,000,000	84,802,729
5.94%	4/26/24	.....	67,000,000	65,771,592
5.89%	6/21/24	.....	25,000,000	24,326,333
Total Commercial Paper				3,690,322,420
Corporate Notes (1.37%)				
Cooperatieve Rabobank (NY)				
5.69% ⁽⁴⁾	1/12/24	.....	50,000,000	50,000,154
Pepsico Inc.				
5.79% ⁽⁴⁾	11/12/24	.....	27,275,000	27,275,000
Toyota Motor Credit Corporation				
5.72% ⁽⁴⁾	1/11/24	.....	88,234,000	88,234,459
5.77% ⁽⁴⁾	2/22/24	.....	22,630,000	22,630,654
5.68%	3/22/24	.....	20,000,000	19,859,808
6.01% ⁽⁴⁾	6/13/24	.....	34,000,000	34,032,073
Total Corporate Notes				242,032,148
Government Agency and Instrumentality Obligations (4.90%)				
U.S. Treasury Bills				
5.31%	1/2/24	.....	70,000,000	69,989,714
5.32%	1/16/24	.....	103,000,000	102,773,463
5.28%	1/23/24	.....	20,000,000	19,935,711
U.S. Treasury Notes				
5.56%	1/15/24	.....	672,496,200	670,587,635
Total Government Agency and Instrumentality Obligations				863,286,523
Repurchase Agreements (36.29%)				
BoFA Securities, Inc.				
5.32%	1/2/24	.....	503,400,000	503,400,000
(Dated 12/29/23, repurchase price \$503,697,565, collateralized by U.S. Treasury obligations, 0.00%-4.75%, maturing 5/15/34-11/15/53, fair value \$513,771,517)				

The notes to the financial statements are an integral part of the schedule of investments.

Cash Reserve Portfolio

Schedule of Investments (unaudited)

December 31, 2023

Rate ⁽¹⁾	Maturity Date ⁽²⁾	Principal	Fair Value ⁽³⁾
BofA Securities, Inc. (Cont.)			
5.40%	1/2/24	\$147,000,000	\$147,000,000
(Dated 11/2/23, repurchase price \$148,345,050, collateralized by: U.S. Treasury obligations, 0.375%, maturing 12/31/25, fair value \$1,371,961; Ginnie Mae obligations, 3.50%-6.50%, maturing 6/15/29-11/20/62, fair value \$83,476,178; Fannie Mae obligations, 2.00%-7.00%, maturing 11/1/25-11/1/53, fair value \$25,459,026; and Freddie Mac obligations, 2.50%-7.00%, maturing 6/1/27-9/1/53, fair value \$41,004,785)			
5.33%	1/3/24	148,000,000	148,000,000
(Dated 11/21/23, repurchase price \$148,942,226, collateralized by: a Ginnie Mae obligations, 2.50%-6.50%, maturing 12/20/40-10/20/63, fair value \$73,805,387; Fannie Mae obligations, 1.50%-7.00%, maturing 11/1/26-12/1/53, fair value \$61,541,086; and Freddie Mac obligations, 1.50%-6.50%, maturing 12/1/33-10/1/53, fair value \$16,552,247)			
5.46%	1/8/24 ⁽⁵⁾	180,000,000	180,000,000
(Dated 10/17/23, repurchase price \$182,511,600, collateralized by: U.S. Treasury obligations, 4.375%, maturing 11/30/30, fair value \$2,144,214; Ginnie Mae obligations, 1.50%-7.00%, maturing 2/20/28-11/20/63, fair value \$121,708,538; Fannie Mae obligations, 2.00%-6.50%, maturing 8/1/25-12/1/52, fair value \$11,692,413; and Freddie Mac obligations, 1.50%-7.00%, maturing 12/1/34-10/1/53, fair value \$50,198,976)			
BNY Mellon (FICC)			
5.32%	1/2/24	1,700,000,000	1,700,000,000
(Dated 12/29/23, repurchase price \$1,701,004,889, collateralized by U.S. Treasury obligations, 0.625%-5.47%, maturing 10/31/24-2/15/45, fair value \$1,734,000,002)			
BNP Paribas SA			
5.34%	1/2/24	120,000,000	120,000,000
(Dated 12/29/23, repurchase price \$120,071,200, collateralized by U.S. Treasury obligations, 3.875%-4.125%, maturing 8/31/30-8/15/33, fair value \$122,472,642)			
5.34%	1/8/24 ⁽⁵⁾	386,000,000	386,000,000
(Dated 12/13/23, repurchase price \$387,660,443, collateralized by U.S. Treasury obligations, 0.00%-4.875%, maturing 1/31/24-2/15/52, fair value \$394,888,119)			
5.40%	1/8/24 ⁽⁵⁾	71,000,000	71,000,000
(Dated 11/28/23, repurchase price \$71,958,500, collateralized by: U.S. Treasury obligations, 0.00%-4.125%, maturing 3/5/24-8/15/53, fair value \$63,955,457; FHLB obligations, 2.80%-3.74%, maturing 7/11/39-6/12/43, fair value \$85,848; Fannie Mae obligations, 2.80%-6.00%, maturing 3/1/39-10/1/53, fair value \$5,168,991; and Freddie Mac obligations, 6.50%, maturing 3/1/53, fair value \$3,589,909)			
5.32%	1/8/24 ⁽⁵⁾	57,000,000	57,000,000
(Dated 12/14/23, repurchase price \$58,170,843, collateralized by: U.S. Treasury obligations, 0.00%-3.875%, maturing 12/31/24-8/15/50, fair value \$1,399,279; Ginnie Mae obligations, 2.50%-4.00%, maturing 1/20/49-1/20/51, fair value \$1,517; Fannie Mae obligations, 1.50%-7.00%, maturing 12/1/31-9/1/53, fair value \$51,383,143; Freddie Mac obligations, 5.76%-6.00%, maturing 9/1/47-7/1/53, fair value \$5,519,305)			

The notes to the financial statements are an integral part of the schedule of investments.

Cash Reserve Portfolio

Schedule of Investments (unaudited)

December 31, 2023

Rate ⁽¹⁾	Maturity Date ⁽²⁾	Principal	Fair Value ⁽³⁾
BNP Paribas SA (Cont.)			
5.39%	1/8/24 ⁽⁵⁾	\$137,000,000	\$137,000,000
(Dated 11/28/23, repurchase price \$138,846,075, collateralized by U.S. Treasury obligations, 0.00%-6.625%, maturing 2/15/24-11/15/53, fair value \$140,472,276)			
5.31%	1/8/24 ⁽⁵⁾	329,000,000	329,000,000
(Dated 12/14/23, repurchase price \$335,745,323, collateralized by U.S. Treasury obligations, 0.00%-6.50%, maturing 1/31/24-8/15/53, fair value \$336,520,483)			
Goldman Sachs & Company			
5.30%	1/2/24	127,000,000	127,000,000
(Dated 12/26/23, repurchase price \$127,130,881, collateralized by: U.S. Treasury obligations, 0.00%-1.25%, maturing 11/30/26-2/15/50, fair value \$28,073,789, Ginnie Mae obligations, 2.46%-6.00%, maturing 1/15/32-11/15/57, fair value \$88,549,729; and Freddie Mac obligations, 4.50%, maturing 7/1/53, fair value \$13,049,981)			
Northern Trust (FICC)			
5.34%	1/2/24	2,300,000,000	2,300,000,000
(Dated 12/29/23, repurchase price \$2,301,364,666, collateralized by U.S. Treasury obligations, 0.50%-3.13%, maturing 8/31/27, fair value \$2,345,999,999)			
TD Securities LLC			
5.35%	1/2/24	192,700,000	192,700,000
(Dated 12/29/23, repurchase price \$192,814,549, collateralized by a Ginnie Mae obligations, 3.00%-6.00%, maturing 8/20/51-10/20/53, fair value \$196,670,841)			
Total Repurchase Agreements			6,398,100,000
Money Market Funds (0.01%)		Shares	Fair Value⁽³⁾
Goldman Sachs Financial Square Government Fund, Institutional Class			
5.25%		1,000,000	1,000,000
Total Money Market Funds			1,000,000
Total Investments (99.65%) (Amortized Cost \$17,568,547,261)			17,568,547,261
Other Assets and Liabilities, Net (0.35%)			61,335,101
Net Position (100.00%)			\$17,629,882,362

(1) Yield-to-maturity at original cost unless otherwise noted. Money market fund rates represent the annualized 7-day yield as of December 31, 2023.

(2) Actual maturity dates, unless otherwise noted.

(3) See Note B to the financial statements.

(4) Adjustable rate security. Rate shown is that which was in effect at December 31, 2023.

(5) Subject to put with 7-day notice.

The notes to the financial statements are an integral part of the schedule of investments.

CAMP Term Series DEC 24
Schedule of Investments (unaudited)
December 31, 2023

Rate⁽¹⁾	Maturity Date⁽²⁾		Principal	Fair Value⁽³⁾
Asset-Backed Commercial Paper (10.53%)				
Atlantic Asset Securitization LLC				
5.80%	4/9/24	.....	\$5,305,000	\$5,221,775
Fairway Finance Company LLC				
5.71%	4/4/24	.....	5,925,000	5,837,055
5.76%	5/9/24	.....	7,000,000	6,858,313
Liberty Street Funding LLC				
5.70%	1/11/24	.....	2,530,000	2,524,988
5.74%	1/19/24	.....	10,285,000	10,252,067
Manhattan Asset Funding Company				
5.63%	1/16/24	.....	10,184,000	10,156,320
5.78%	3/22/24	.....	8,000,000	7,897,168
5.60%	6/7/24	.....	5,000,000	4,878,355
Ridgefield Funding Company LLC				
5.83%	4/5/24	.....	19,000,000	18,715,722
Sheffield Receivables Company LLC				
5.63%	2/6/24	.....	10,141,000	10,080,296
Total Commercial Paper				82,422,059
Certificates of Deposit (26.95%)				
Bank of America				
5.38%	1/23/24	.....	8,000,000	7,998,350
Bank of Montreal (Chicago)				
6.00%	6/28/24	.....	7,000,000	7,015,119
BNP Paribas (NY)				
5.32%	2/23/24	.....	8,000,000	7,995,352
Canadian Imperial Bank of Commerce (NY)				
5.95%	9/20/24	.....	9,985,000	10,018,451
Cooperatieve Rabobank (NY)				
5.94%	10/2/24	.....	5,000,000	5,022,083
Credit Agricole Corporate & Investment Bank (NY)				
5.15%	12/16/24	.....	2,000,000	1,997,650
Credit Industriel et Commercial (NY)				
5.73%	1/12/24	.....	9,996,000	9,996,296
5.33%	1/19/24	.....	3,700,000	3,698,773
HSBC USA				
5.80%	8/8/24	.....	8,000,000	8,018,419
MUFG Bank Ltd. (NY)				
5.87%	8/27/24	.....	14,000,000	14,037,645
5.33%	12/24/24	.....	9,000,000	9,005,009
Nordea Bank ABP (NY)				
5.72%	3/1/24	.....	16,978,000	16,980,643
Royal Bank of Canada (NY)				
5.35%	2/23/24	.....	6,000,000	5,996,781
6.00%	6/28/24	.....	6,000,000	6,012,880
5.76%	11/6/24	.....	8,500,000	8,531,587
Swedbank (NY)				
5.75%	2/22/24	.....	5,826,000	5,823,456

The notes to the financial statements are an integral part of the schedule of investments.

CAMP Term Series DEC 24
Schedule of Investments (unaudited)
December 31, 2023

Rate⁽¹⁾	Maturity Date⁽²⁾		Principal	Fair Value⁽³⁾
Toronto Dominion Bank (NY)				
5.38%	2/23/24	.....	\$8,000,000	\$7,996,065
5.76%	4/9/24	.....	3,000,000	3,001,150
5.65%	5/30/24	.....	1,000,000	1,000,085
5.97%	7/3/24	.....	5,000,000	5,010,396
6.00%	10/2/24	.....	8,000,000	8,038,850
5.90%	10/11/24	.....	2,000,000	2,008,662
Wells Fargo Bank				
5.72%	11/19/24	.....	38,000,000	38,137,346
Westpac Securities Ltd. (New Zealand)				
5.79%	4/12/24	.....	5,000,000	5,002,665
5.83%	7/1/24	.....	10,976,000	10,994,941
5.84%	8/15/24	.....	1,532,000	1,535,036
Total Certificates of Deposit				210,873,690
Commercial Paper (20.00%)				
ABN AMRO Funding USA LLC				
5.73%	4/1/24	.....	20,575,000	20,281,312
BoFA Securities, Inc.				
5.93%	5/31/24	.....	14,000,000	13,672,918
Canadian Imperial Holdings, Inc.				
5.74%	3/1/24	.....	2,550,000	2,525,617
Cooperatieve Rabobank (NY)				
5.68%	2/5/24	.....	2,539,000	2,524,477
5.78%	4/15/24	.....	2,076,000	2,042,215
Credit Agricole Corporate & Investment Bank (NY)				
5.79%	3/22/24	.....	2,000,000	1,974,292
5.83%	7/8/24	.....	16,200,000	15,733,359
5.82%	7/29/24	.....	2,160,000	2,091,407
ING (US) Funding LLC				
5.75%	2/16/24	.....	1,029,000	1,021,473
5.89%	6/14/24	.....	7,306,000	7,124,928
5.88%	7/19/24	.....	8,340,000	8,091,118
Metlife Short Term Funding LLC				
5.58%	1/3/24	.....	10,315,000	10,307,171
MUFG Bank Ltd. (NY)				
5.42%	1/23/24	.....	7,000,000	6,973,344
5.85%	4/17/24	.....	4,000,000	3,933,685
5.88%	5/17/24	.....	4,000,000	3,915,916
Natixis (NY)				
5.67%	2/9/24	.....	5,575,000	5,540,245
5.77%	2/15/24	.....	4,113,000	4,083,740
5.67%	2/16/24	.....	1,000,000	992,740
5.81%	3/15/24	.....	2,068,000	2,044,572
5.94%	4/12/24	.....	5,220,000	5,139,930
5.89%	5/17/24	.....	2,180,000	2,135,811
5.90%	7/8/24	.....	9,840,000	9,570,108

The notes to the financial statements are an integral part of the schedule of investments.

CAMP Term Series DEC 24
Schedule of Investments (unaudited)
December 31, 2023

Rate⁽¹⁾	Maturity Date⁽²⁾		Principal	Fair Value⁽³⁾
Pricoa Short Term Funding LLC				
5.21%	1/23/24	.....	\$8,000,000	\$7,969,776
Toyota Motor Credit Corporation				
5.31%	1/23/24	.....	8,000,000	7,969,880
5.85%	3/28/24	.....	9,000,000	8,878,041
Total Commercial Paper				156,538,075
Government Agency and Instrumentality Obligations (41.97%)				
Federal Home Loan Bank Discount Notes				
5.39%	1/3/24	.....	4,955,000	4,951,335
5.07%	1/17/24	.....	1,047,000	1,044,063
5.43%	1/19/24	.....	10,267,000	10,235,177
4.94%	1/23/24	.....	16,710,000	16,648,378
5.30%	1/26/24	.....	1,050,000	1,045,665
5.27%	2/9/24	.....	11,048,000	10,979,597
5.26%	2/16/24	.....	4,190,000	4,159,765
4.90%	2/23/24	.....	29,136,000	28,895,971
5.41%	3/15/24	.....	2,062,000	2,038,973
5.47%	3/22/24	.....	10,565,000	10,436,423
5.37%	3/28/24	.....	1,429,000	1,410,383
5.38%	4/4/24	.....	2,555,000	2,519,562
5.10%	4/9/24	.....	17,752,000	17,493,275
5.24%	4/11/24	.....	2,555,000	2,517,043
5.40%	4/12/24	.....	10,386,000	10,230,245
5.41%	4/15/24	.....	2,071,000	2,039,068
5.45%	4/17/24	.....	2,200,000	2,165,461
5.40%	5/3/24	.....	5,700,000	5,597,730
5.40%	5/9/24	.....	1,175,000	1,152,933
5.24%	5/10/24	.....	2,566,000	2,517,451
5.44%	5/17/24	.....	4,219,000	4,135,058
5.42%	5/31/24	.....	12,043,000	11,779,954
5.43%	6/13/24	.....	13,680,000	13,356,571
5.23%	6/14/24	.....	2,578,000	2,516,693
5.39%	7/19/24	.....	2,079,000	2,021,769
5.42%	7/23/24	.....	1,040,000	1,010,823
5.35%	8/8/24	.....	5,600,000	5,431,113
5.37%	8/23/24	.....	7,900,000	7,646,238
5.40%	8/27/24	.....	11,503,000	11,127,496
5.47%	9/26/24	.....	5,410,000	5,216,860
5.46%	10/2/24	.....	12,662,000	12,200,352
5.28%	11/4/24	.....	5,265,000	5,051,181
5.24%	11/15/24	.....	65,245,000	62,505,522
U.S. Treasury Bills				
5.35%	2/6/24	.....	3,545,000	3,526,751
5.49%	4/4/24	.....	1,585,000	1,563,688

The notes to the financial statements are an integral part of the schedule of investments.

CAMP Term Series DEC 24
Schedule of Investments (unaudited)
December 31, 2023

Rate⁽¹⁾	Maturity Date⁽²⁾		Principal	Fair Value⁽³⁾
U.S. Treasury Notes				
5.44%	6/30/24	.....	\$5,115,000	\$5,060,653
5.52%	9/15/24	.....	10,500,000	10,165,313
4.87%	12/15/24	.....	26,965,000	26,004,372
<i>Total Government Agency and Instrumentality Obligations.....</i>				<u>328,398,905</u>
Total Investments (99.45%) (Amortized Cost \$777,649,715).....				<u>778,232,729</u>
Other Assets and Liabilities, Net (0.55%).....				<u>4,291,356</u>
Net Position (100.00%).....				<u>\$782,524,085</u>

(1) Yield-to-maturity at original cost unless otherwise noted.

(2) Actual maturity dates, unless otherwise noted.

(3) See Note B to the financial statements.

The notes to the financial statements are an integral part of the schedule of investments.

Trustees and Officers

President

Steve Dial

Deputy Executive Director and Chief
Financial Officer

San Joaquin Council of Governments

Vice President

Karen Adams, CPA

Treasurer-Tax Collector

Merced County

Treasurer

Jordan Kaufman

Treasurer-Tax Collector

Kern County

David Persselin

Finance Director/Treasurer

City of Fremont

Phonxay Keokham, CPA

Treasurer-Tax Collector

San Joaquin County

Duane Wolterstorff, CPA

Director II, Business Services

Modesto City Schools

Hilda Flores, CPA

Chief Financial Officer

*San Bernardino County of Transportation
Authority*

Deborah Spaulding

Assistant General Manager, Finance &
Management Services/CFO

East Bay Regional Park District

Service Providers

Investment Advisor, Administrator, Rebate
Agent & Transfer Agent

PFM Asset Management LLC

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San Francisco, CA 94111-5411

213 Market Street

Harrisburg PA 17101

Custodian

U.S. Bank National Association

800 Nicollet Mall

Minneapolis, MN 55402

Independent Auditors

Ernst & Young LLP

560 Mission Street, Suite 1600

San Francisco, CA 94105

Legal Council

Nossaman LLP

50 California Street, 34th Floor

San Francisco, CA 94111

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(415) 982-4513 fax



CALIFORNIA ASSET MANAGEMENT TRUST DECLARATION OF TRUST

Dated as of December 15, 1989, as amended and restated as of October 25, 2022

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THIS DECLARATION OF TRUST, made as of December 15, 1989, by the Initial Participants, is amended and restated as of October 25, 2022. Capitalized terms used herein shall have the meanings specified in Article I.

WITNESSETH

WHEREAS, Section 6502 of the Act provides that “if authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties”; and

WHEREAS, Section 6509.7(a) of the Act provides that “two or more public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power”; and

WHEREAS, Section 6500 of the Act defines “Public Agency” to include “the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies”; and

WHEREAS, Section 6509.7(b) of the Act provides that in addition to those public agencies listed in Section 6500, the definition of “Public Agency” also includes “a nonprofit corporation whose membership is confined to public agencies or public officials”; and

WHEREAS, the Initial Participants are both California Public Agencies and are both authorized to invest funds pursuant to the Government Code of the State of California; and

WHEREAS, the Initial Participants have been authorized by their legislative or other governing bodies, and desire to agree by this Declaration of Trust, to jointly exercise their common power to invest funds through creation of the Trust as a separate entity under the Act; and

WHEREAS, the Initial Participants anticipate that other California Public Agencies as defined by the Act, as it may be amended from time to time, may wish to become Participants by adopting and executing this Declaration of Trust and thus becoming parties to it; and

WHEREAS, Section 6509.7(a) of the Act provides that Public Agencies’ funds invested pursuant to an agreement entered into under the Act may be invested as authorized under subdivision (p) of Section 53601 of the California Government Code (“Section 53601”); and

WHEREAS, Section 53601 of the California Government Code, subdivision (p), makes shares of beneficial interest issued by the Trust eligible investments for Public Agencies; and

WHEREAS, Public Agencies that do not wish to become parties to this Declaration of Trust, but that wish to acquire Shares of Beneficial Interest issued by the Trust, may do so on terms provided hereunder and in accordance with the By-Laws governing the Trust.

NOW, THEREFORE, the Initial Participants hereby declare that all money and property contributed to the Trust established under this Declaration of Trust shall be held and managed in trust for the benefit of holders, from time to time, of the Shares of Beneficial Interest issued hereunder and subject to the provisions hereof.

ARTICLE I. DEFINITIONS

Except as otherwise expressly provided for in this Declaration of Trust, or unless the context otherwise requires, as used throughout this Declaration of Trust the following terms shall have the respective meanings specified below.

Act: The Joint Exercise of Powers Act, Section 6500 et seq. of Title 1, Division 7, Chapter 5 of the Government Code of the State of California.

Affiliate: As to any person, any other person who owns beneficially, directly or indirectly, 1% of the outstanding capital stock or equity interest of such person or of any other person who controls, is controlled by or is under common control with such person, or is an officer, retired officer, director, employee, partner or Trustee of such person or of any other person who controls, is controlled by or is under common control with such person.

By-Laws: The By-Laws of the Trust made as of December 15, 1989, as amended and restated from time to time.

Cash Reserve Portfolio: A short-term money market portfolio of the Trust which is divided into two Series of Shares, the Participant Shares Series and the Investor Shares Series.

Certificate of Determination: An instrument, a copy of which is attached hereto as Exhibit A and incorporate by reference here, which has been approved by a majority of the Trustees establishing a Class or Series of Shares of a particular Class and setting forth therein the relative rights, preferences, approval powers, and terms and conditions of each Series or Class, as may be provided in such instrument.

Class: The designation of Shares issued by the Trust which currently includes two classes known as the “Cash Reserve Portfolio Class of Shares” and the “Term Portfolio Class of Shares.”

Declaration of Trust: The Declaration of Trust made as of December 15, 1989, by the Initial Participants, as amended and restated as of October 25, 2022.

Information Statement: A disclosure document which describes in detail the management, policies and operations of the Pool, risks attendant to investments in the Trust, and other matters related to the Trust and the Pool.

Initial Participants: Monterey Peninsula Water Management District and Placer County.

Investment Advisory Agreement: The Amended and Restated Investment Advisory Agreement made as of May 14, 2004, by and between the Trust and PFM Asset Management LLC, as further amended and restated from time to time, and last amended and restated as of January 1, 2023.

Investor Agreement. An agreement entered into between the Investor and the Trust in connection with the Investor's purchase of shares of Investor Shares Series.

Investor Shares Series: Shares in the Trust held by Investors. Shares of Investor Shares Series have no voting rights.

Investors: Public Agencies that acquire Shares of Investor Shares Series issued by the Trust without executing the Declaration of Trust and on such other terms as provided in the Declaration of Trust and By-Laws.

Participant Shares Series: Shares in the Trust held by Participants. Shares of Participant Shares Series have voting rights conferring approval powers in proportion to the number of full and fractional Shares held by each Participant.

Participants: Initial Participants and any subsequent Participants that are Public Agencies that join the Trust by executing the Declaration of Trust and who may acquire shares of Participant Shares Series.

Program Guide. Information consisting of the Information Statement and additional information provided to Investors and Participants in the Trust.

Public Agency: As that term is defined in Section 6500 and Section 6509.7 of the Act.

Series: Subdivision of Shares within a Class. Each Series has rights, privileges, preferences and restrictions applicable to that Series as more fully set forth in a Certificate of Determination with respect to such Series. The Shares issued by the Trust within the Cash Reserve Portfolio Class of Shares are currently designated into two Series, the Participant Shares Series and Investor Shares Series. The Shares issued by the Trust within the Term Portfolio Class of Shares are from time to time designated into a Series, and each such Series is designated into two Subseries, the Participant Shares Subseries and the Investor Shares Subseries.

Shareholders: Public Agencies that own Shares of a Class within the Trust or a Series within a Class.

Shares: Units of beneficial interests issued by the Trust and generally refers to shares of any one or more Series or Classes, or of all Series and Classes, as may apply.

Term Portfolio: A fixed-rate, fixed-term money market portfolio of the Trust , and each Series designated therein, each such Series constituting a pool of assets for purposes of Section 53601. Each such Series is divided into two Subseries of Shares, the Participant Shares Subseries and the Investor Shares Subseries.

Trust: The California Asset Management Trust formed pursuant to Section 6502 of the Act.

Trustees: Individuals appointed by the Board of Trustees and approved by Participants pursuant to the Declaration of Trust and By-Laws to manage the Trust's activities on behalf of the Trust. So far as may be practicable, the Trustees shall conduct the Trust's activities, execute all documents and sue or be sued under that name, which name (and the word "Trust" wherever used herein) shall refer to the Trustees as Trustees, and not as individuals or personally, and shall not refer to the officers, employees, agents or Participants of the Trust. If the Trustees determine that the use of that name is not advisable, they may

use another designation or adopt another name under which the Trust may hold property or conduct its activities.

ARTICLE II. NAME, PURPOSE AND REPRESENTATIONS

Section 2.1. Name.

The name of the trust created hereby is CALIFORNIA ASSET MANAGEMENT TRUST. The Trust shall constitute a separate public entity within the meaning of Section 6507 of the Act.

Section 2.2. Purpose.

The purpose of the Trust is to provide California Public Agencies, both the Participants and the Investors, with an instrumentality or agency to pool their proceeds of debt issues and other funds and to facilitate the investment of and accounting for such funds. Public Agencies of the State of California, authorized under the Act, as may be amended from time to time, or other applicable California statutes, as shall be in effect from time to time, to enter into joint arrangements of this nature, may become Participants after their governing bodies have adopted and executed this Declaration of Trust. Investors may invest in the Shares of the Trust without becoming Participants by executing an Investor Agreement containing the representations and warranties, waivers, covenants and agreements referenced herein as applicable to the Investors.

Section 2.3. Representations of Participants and Investors.

Each Participant and each Investor (by execution of an Investor Agreement), represents and warrants to the other Participants and Investors, but only as to itself, as follows:

(a) The Shareholder is duly organized and validly existing as a Public Agency of the State of California, as that term is defined in Sections 6500 and 6509.7(b) of the Act, as may be amended from time to time, and has full legal right, power and authority to enter into this Declaration of Trust or the Investor Agreement, as may be applicable, to observe and perform its obligations hereunder or thereunder and to invest its assets as provided herein or therein; and by all necessary official actions the Shareholder has duly authorized and approved the execution of this Declaration of Trust or the applicable Investor Agreement, as the case may be, the observance and performance of its obligations hereunder or thereunder and the investment of its assets as provided herein or therein.

(b) This Declaration of Trust with respect to each Participant and Investor Agreement with respect to each Investor constitutes a legal, valid and binding obligation of the Shareholder enforceable against the Shareholder in accordance with its respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, and by the application of equitable remedies in appropriate cases.

ARTICLE III. TRUSTEES

Section 3.1. Initial Trustees.

By the execution of this Declaration of Trust, the Initial Participants appoint the following five individuals to serve as initial Trustees:

Bruce Buel
Earl Corin
Nancy E. Hicks
James S. Kennedy
Robert C. Leland

Section 3.2. Number, Qualification, Election and Term of Trustees.

The number of Trustees shall be fixed from time to time by resolution of the Trustees; provided, however, that the number of Trustees shall not be less than three and not greater than fifteen and shall not be less than the number of classes of California Public Agencies entitled to representation on the Board of Trustees as provided in the By-Laws. All Trustees shall be members of the governing body, officers or full-time employees of California Public Agencies. Other than the initial Trustees and Trustees named to fill vacancies as provided in Section 3.4., the Trustees shall be appointed by the Board of Trustees and approved annually by the Participants. Except in the event of resignations or removals pursuant to Section 3.3., each Trustee shall hold office until his or her successor is appointed and approved by the Board of Trustees and the Participants and qualified to serve as Trustee. Each Trustee shall either sign this Declaration of Trust or agree in writing to be bound by it.

Section 3.3. Resignation and Removal.

Any Trustee may resign his or her trust (without need for prior or subsequent accounting) by an instrument in writing signed by such Trustee and delivered to the other Trustees, and such resignation shall be effective upon such delivery, or at a later date according to the terms of the instrument. A Trustee who has ceased to be qualified as provided in the By-Laws, who has died, who has been judged incompetent or bankrupt, or for whom a guardian or conservator has been appointed, shall be deemed to have resigned as of the date of such disqualification, death, adjudication or appointment. Any Trustee may be removed, with or without cause, by the action of two-thirds of the remaining Trustees. Upon the resignation or removal of a Trustee, such former Trustee shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Trust or the remaining Trustees any Trust property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his or her legal representative shall execute and deliver such documents as the remaining Trustees shall require as provided in the preceding sentence.

The Superior Court of the City and County of San Francisco, California, may at the suit of any Participants holding at least 10% of the Shares, remove from office any Trustee in case of fraudulent or dishonest acts or gross abuse of authority or discretion with reference to the Trust and may bar from reelection any Trustee so removed for a period determined by the Court.

Section 3.4. Vacancies.

The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the disqualification, death, resignation, removal, bankruptcy, adjudicated incompetence or other incapacity to perform the duties of the office of a Trustee. No such vacancy shall operate to annul this Declaration of Trust or to remove any existing agency created pursuant to the terms of this Declaration of Trust. In the case of an existing vacancy, including a vacancy existing by reason of an increase in the number of Trustees, the remaining Trustees shall fill such vacancy by the appointment of such other person as they in their discretion shall see fit and as is qualified as provided herein and in the By-Laws. If there shall be no remaining Trustee, any Participant may petition the Superior Court of the City and County of San Francisco to appoint a Trustee who is qualified as provided herein and by the By-Laws. Any such appointment shall not become effective, however, until the person appointed shall have accepted in writing such appointment and agreed in writing to be bound by the terms of this Declaration of Trust. An appointment of a Trustee may be made in anticipation of a vacancy to occur at a later date by reason of resignation, provided that such appointment shall not become effective prior to such resignation. Whenever a vacancy in the number of Trustees shall occur, until such vacancy is filled as provided in this Section 3.4., the Trustees in office, regardless of their number, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Declaration of Trust.

ARTICLE IV. POWERS OF TRUSTEES

Section 4.1. General.

The Trustees shall have exclusive and absolute control over the Trust property and over the affairs of the Trust to the same extent as if the Trustees were the sole owners of the Trust property in their own right, but with such powers of delegation as may be permitted by this Declaration of Trust. The Trustees shall have power to conduct the affairs of the Trust and carry on its operations in any and all of its branches and maintain offices both within and without the State of California, and to do all such other things and execute all such instruments as the Trustees deem necessary, proper or desirable in order to promote the interests of the Trust although such things are not herein specifically mentioned. Any determination as to what is in the interests of the Trust made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of a power to the Trustees. The enumeration of any specific power herein shall not be construed as limiting the aforesaid powers. Such powers of the Trustees may be exercised without order of or resort to any court. Notwithstanding the foregoing, the investment powers of the Trustees under this Declaration of Trust shall be subject to any restrictions upon the manner of exercising such powers imposed by the laws of the State of California, including Section 53635 of Title 5, Division 7, Part 1, Chapter 4, Article 2 of the Government Code, as in effect on the date of adoption of this Declaration of Trust by the Initial Participants and as may be amended from time to time. In the event that such Initial Participants (or any successor Participants designated as described below) cease to be parties to this Declaration of Trust, the Trustees shall designate other Participants as successor Participants for purposes of this Section.

Section 4.2. Investments.

The Trustees shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, own, hold, pledge, sell, assign, transfer, exchange, distribute, lend or otherwise deal in or dispose of investments of every nature and kind, provided such investment is (in the sole and absolute discretion of the Trustees) consistent with the investment objectives and policies set forth in the Trust's Program Guide including the Information Statement, as most recently amended or supplemented, and to exercise

any and all rights, powers and privileges of ownership or interest in respect of any and all such investments of every kind and description, including without limitation, the right to consent and otherwise act with respect thereto, with power to designate one or more persons, firms, associations or corporations to exercise any of such rights, powers and privileges in respect of any of such investments.

Section 4.3. Legal Title.

Legal title to all the Trust property shall be vested in the Trustees as joint tenants, except that the Trustees shall have power to cause legal title to any Trust property to be held by or in the name of one or more of the Trustees, or in the name of the Trust, or in the name of any other person as nominee, on such terms as the Trustees may determine, provided that the interest of the Trust therein is appropriately protected. The right, title and interest of the Trustees in the Trust property shall vest automatically in each person who may hereafter become a Trustee. Upon the resignation, removal, incapacity, disqualification or death of a Trustee such Trustee shall automatically cease to have any right, title or interest in any of the Trust property, and the right, title and interest of such Trustee in the Trust property shall vest automatically in the remaining Trustees. Such vesting and cessation of title shall be effective whether or not conveyancing documents have been executed and delivered.

Section 4.4. Issuance and Redemption of Shares.

The Trustees shall have the power to issue, sell, repurchase, redeem, retire, cancel, acquire, hold, resell, reissue, dispose of, transfer, and otherwise deal in Shares and, subject to the provisions hereof, to apply to any such repurchase, redemption, retirement, cancellation or acquisition of Shares any funds or property of the Trust, whether capital or surplus or otherwise, to the full extent now or hereafter permitted by California law.

Section 4.5. Borrowing Money and Lending Trust Property.

Subject to applicable law, the Trustees shall have power to borrow money or otherwise obtain credit and to secure the same by mortgaging, pledging or otherwise subjecting as security the assets of the Trust, to endorse, guarantee, or undertake the performance of any obligation, contract or engagement of any other person and to lend Trust property.

Section 4.6. Delegation and Committees.

The Trustees shall have power to delegate from time to time to such of their number or to officers, employees or agents of the Trust the doing of such things and the execution of such instruments either in the name of the Trust or the names of the Trustees or otherwise as the Trustees may deem expedient, to the same extent as such delegation is permitted by law and consistent with the By-Laws.

Section 4.7. Collection and Payment.

The Trustees shall have power to collect all property due to the Trust; to pay all claims, including taxes, against the Trust property; to prosecute, defend, compromise or abandon any claims relating to the Trust property; to foreclose any security interest securing any obligation by virtue of which any property is owed to the Trust; and to enter into releases, agreements and other instruments.

Section 4.8. Expenses and Limits Thereon.

The Trustees shall have the power to incur and pay any expenses which in the opinion of the Trustees are necessary or incidental to carry out any of the purposes of this Declaration of Trust. The Trustees shall fix the compensation of all officers and employees who are not Trustees.

Section 4.9. Litigation.

The Trustees shall have the power to engage in and to prosecute, defend, compromise, abandon, or adjust, by arbitration or otherwise, any actions, suits, proceedings, disputes, claims, and demands relating to the Trust or the Trust property, and, out of the Trust property, to pay or to satisfy any debts, claims or expenses incurred in connection therewith, including those of litigation, and such power shall include without limitation the power of the Trustees or any appropriate committee thereof, in the exercise of their or its good faith business judgment, consenting to dismiss any action, suit, proceeding, dispute, claim, or demand, derivative or otherwise, brought by any person, including a Participant or an Investor in such Participant's or Investor's own name or in the name of the Trust, whether or not the Trust or any of the Trustees may be named individually therein or the subject matter arises by reason of business for or on behalf of the Trust.

Section 4.10. Manner of Acting and By-Laws.

Except as otherwise provided herein or in the By-Laws, any action to be taken by the Trustees may be taken by a majority of the Trustees present at a meeting of Trustees (a quorum being present). The Trustees may adopt By-Laws not inconsistent with this Declaration of Trust to provide for the conduct of the affairs of the Trust and may amend or repeal such By-Laws.

Section 4.11. Miscellaneous Powers.

The Trustees shall have the power to: (a) employ or contract with such persons as the Trustees may deem desirable for the transaction of the affairs of the Trust; (b) to the extent permitted by law, enter into joint ventures, partnerships and any other combinations or associations; (c) remove Trustees or fill vacancies in or add to their number, elect and remove such officers and appoint and terminate such agents or employees as they consider appropriate, and appoint from their own number and others, and terminate, any one or more committees which may exercise some or all of the power and authority of the Trustees as the Trustees may determine; (d) purchase, and pay for out of Trust property, insurance policies insuring the Trustees, officers, employees, agents, Participants, investment advisers, distributors, or independent contractors of the Trust against all claims arising by reason of holding any such position or by reason of any action taken or omitted by any such person in such capacity, whether or not constituting negligence, or whether or not the Trust would have the power to indemnify such person against such liability; (e) to the extent permitted by law, indemnify any person with whom the Trust has dealings to such extent as the Trustees shall determine; (f) determine and change the fiscal year of the Trust and the method by which its accounts shall be kept; and (g) adopt a seal for the Trust but the absence of such seal shall not impair the validity of any instrument executed on behalf of the Trust.

In addition to these specific powers, the Trustees shall also have all other powers consistent with the Act and the laws of California governing California business trusts and reasonably necessary from time to time to carry out the purposes of the Trust as set forth in Section 2.2.

ARTICLE V. INVESTMENT ADVISORY AND OTHER SERVICES TO TRUST

Section 5.1. Investment Adviser and Approval of Agreements.

The Trustees are responsible for the general policies of the Trust and for such general supervision of the business of the Trust conducted by all officers, agents, employees, advisers, managers or independent contractors of the Trust as may be necessary to insure that such business conforms to the provisions of this Declaration of Trust. However, the Trustees shall not be required personally to conduct all the business of the Trust, and consistent with their ultimate responsibility as stated above, the Trustees shall have the power to appoint, employ or contract with any person (including one or more of themselves or any corporation, partnership, or Trust in which one or more of them may be directors, officers, stockholders, partners or trustees) as the Trustees may deem necessary or proper for the transaction of the business of the Trust. The Trustees may in their discretion, from time to time, enter into an investment advisory or management contract whereby the other party to such contract shall undertake to furnish the Trust such management, investment advisory or supervisory, administrative, accounting, legal, statistical, research, and promotional facilities and services, and such other facilities and services, if any, as the Trustees may in their discretion determine. The Trustees may authorize the investment adviser to effect purchases, sales, loans or exchanges of portfolio securities of the Trust on behalf of the Trustees or may authorize any officer, employee or Trustee to effect such purchases, sales, loans or exchanges pursuant to recommendations of the investment adviser, all without further action by the Trustees. Any such purchases, sales, loans and exchanges shall be deemed to have been authorized by all of the Trustees.

The Trustees shall have the power to determine the compensation and other terms of employment or contract of the investment adviser or any other person whom they may employ or with whom they may contract; provided, however, that any determination to employ or contract with any Trustee or any person of which a Trustee is an Affiliate, shall be valid only if made, approved or ratified by a majority of the Trustees who are not Affiliates of such person. The Trustees may exercise broad discretion in allowing the investment adviser to administer and regulate the operations of the Trust, to act as agent for the Trust, to execute documents on behalf of the Trustees, and to make decisions which conform to general policies and general principles previously established by the Trustees.

Section 5.2. Other Activities of Investment Adviser.

Subject to and as limited by the terms and conditions of any Investment Advisory Agreement or other agreement between the Trust and the investment advisor, the investment adviser shall not be required to administer the investment activities of the Trust as its sole and exclusive function and may have other business interests and may engage in other activities similar or in addition to those relating to the Trust, including the rendering of services and advice to other persons and the management of other investments (including investments of the investment adviser and its Affiliates).

The investment adviser shall be required to use its best efforts to present a continuing and suitable investment program to the Trust which is consistent with the investment policies and objectives of the Trust.

Section 5.3. Other Services to the Trust.

The Trustees may, from time to time in their discretion, enter into contracts or agreements with independent contractors to carry out the following functions: (1) transfer agent and dividend disbursing agent; (2) administrator, to maintain the books and records of the Trust, to supervise all aspects of the Trust's operations, including periodic updating of the Trust's Program Guide and Information Statement, to prepare the Trust's tax returns and periodic reports to Shareholders, to compute the Trust's daily net asset value and yield, to provide office space, equipment and facilities necessary for the Trust's operations and to provide such other administrative services as the Trustees may require; (3) distributor, to act as the Trust's sales agent for the distribution of the Shares, (4) customer service agent, to provide information to California Public Agencies which are Participants or Investors or are interested in becoming Participants or Investors; (5) custodian bank, to hold all money and securities constituting the Trust property; (6) independent certified public accountants, to perform an annual audit and provide such other services as the Trustees may require, and (7) legal counsel. The foregoing specific list shall not prevent the Trustees from employing other persons to provide such advice, assistance or services as the Trustees may, from time to time, require to carry out the purposes of the Trust as set forth in Section 2.2.

ARTICLE VI. LIMITATIONS OF LIABILITY

Section 6.1. No Personal Liability.

No Participant shall be subject to any personal liability whatsoever to any person in connection with the Trust property or the acts, obligations or affairs of the Trust. Subject to Section 6.2., no Trustee, officer, employee or agent of the Trust shall be subject to any personal liability whatsoever to any person in connection with Trust property or the acts, obligations or affairs of the Trust, and all such persons shall look solely to the Trust property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. No Participant, Trustee, officer, employee, or agent, as such, of the Trust, made a party to any suit or proceeding to enforce any such liability, shall be held to any personal liability. The Trust shall indemnify and hold each Participant harmless from and against all claims and liabilities to which such Participant may become subject by reason of its being or having been a Participant and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability; provided that such indemnity or reimbursement shall be made from assets (or proceeds thereof or income therefrom) of the one or more Series of Shares of the Trust in respect of which such claim or liability arose and not from the assets (or proceeds or income therefrom) of any other Series of Shares of the Trust. The rights accruing to a Participant under this Section 6.1. shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the Trust to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

Section 6.2. Non-Liability and Indemnification of Trustees and Others.

No Trustee, officer, employee or agent of the Trust shall be liable to the Trust, to its Shareholders, or to any Participant, Trustee, officer, employee or agent thereof for any action or failure to act (including, without limitation, the failure to compel, in any way, any former or acting Trustee to redress any breach of trust), except for its, his or her own bad faith, willful misfeasance, gross negligence or reckless disregard of

duty. Each Trustee, officer, employee and agent of the Trust shall be indemnified as provided in the By-Laws and to the fullest extent provided by California law.

Section 6.3. Official Bond Required.

The Trustees shall obtain an official bond in such amounts and with such terms as they shall determine pursuant to Section 6505.1 of Title 1, Division 7, Chapter 5 of the Government Code of the State of California.

Section 6.4. No Duty of Investigation and Notice in Trust Instruments.

No purchaser, lender, transfer agent or other person dealing with the Trustees or any officer, employee or agent of the Trust shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or be liable for the application of money or property paid, loaned, or delivered to or on the order of the Trustees or of such officer, employee or agent. Every obligation, contract, instrument, certificate, Share or other security of the Trust and undertaking, and every other document executed in connection with the Trust, shall be conclusively presumed to have been executed or done by the executors thereof only in their capacity as Trustees under this Declaration of Trust or in their capacity as officers, employees or agents of the Trust. Every written obligation, contract, instrument, certificate, Share or other security of the Trust or undertaking made or issued by the Trustees shall recite that it is executed by them not individually, but as Trustees under this Declaration of Trust, and that the obligations of any such instruments are not binding upon any of the Trustees or Participants individually, but bind only the Trust property, but the omission of such recital shall not operate to bind the Trustees or Participants individually.

Section 6.5. Reliance on Experts.

Each Trustee, officer and employee of the Trust shall, in the performance of his or her duties, be fully protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Trust, upon an opinion of counsel, or upon reports made to the Trust by any of its officers or employees or by the investment adviser, administrator, transfer agent, custodian, distributor accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees, officers or employees of the Trust.

Section 6.6. Immunity from Liability, Limited Waiver of Sovereign Immunity of Certain Participants.

All of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of Trustees, officers, agents or employees of the Initial Participants and any additional Participants when performing their functions within the territorial limits of their respective Public Agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with the Trust; provided however, that notwithstanding the foregoing, any Participant that is a federally recognized Indian tribe agrees (a) to a limited waiver of its sovereign immunity solely for the purpose of authorizing another Participant or Participants, including the Trustees, to initiate an action against it to enforce any right under the Declaration of Trust, to seek provisional remedies and to enforce an award or judgment rendered in any such action; and (b) to waive its sovereign immunity from any

liability or judgment arising from any such action, but any such waiver shall be limited to and co-extensive with the immunity afforded a Participant that is a California Public Agency but not a federally recognized Indian tribe. The Trust, acting through one or more service providers, with the consent of the Board President, shall be authorized to negotiate and to enter into agreements with federally recognized Indian tribes on behalf of the Trust consistent with the above waivers as required to address terms and conditions.

Section 6.7. Further Restriction of Duties and Liabilities.

Without limiting the foregoing provisions of this Article VI, the Trustees, officers, employees, agents, and Participants of the Trust shall in no event have any greater duties or liabilities than those imposed by applicable law as shall be in effect from time to time.

ARTICLE VII. SHARES OF BENEFICIAL INTEREST

Section 7.1. Beneficial Interest.

The interest of the Shareholders hereunder shall be divided into transferable units to be called Shares. The number of Shares authorized hereunder is unlimited. Except as otherwise provided in this Section 7.1. and in Section 7.8. hereof, each Share shall represent an equal proportionate interest in the net assets of the applicable pool of securities within the Trust. Each Share of any Class of Shares created by the Trustees, whether or not the Trustees have created more than one Series of Shares of such Class, shall represent an equal proportionate interest in the assets of that Class with each other Share in that Class. The Trustees may divide or combine the Shares of any Class into a greater or lesser number of Shares of that Class or any Series of that Class without thereby changing the proportionate interests of each Share of that Class in the assets of that Class.

There is hereby established and designated two Classes of Shares known as the “Cash Reserve Portfolio” Class and the “Term Portfolio” Class. These Classes of Shares shall be divided into two Series of Shares, within the same portfolios, a “Participant Shares Series” and an “Investor Shares Series.” Subject to the provisions of Section 7.8. hereof, the Trustees may authorize the creation of additional Classes of Shares (the proceeds of which may be invested in other portfolios with investment objectives different from the “Cash Reserve Portfolio” Class and the “Term Portfolio” Class) and such series of Shares of such additional Classes as the Trustees may deem appropriate. All Shares issued hereunder, including, without limitation, Shares issued in connection with a dividend in Shares or a division of Shares, shall be fully paid and nonassessable. Except as expressly provided herein, or in the action of the Trustees in creating any new Series of a Class, no division of Shares into Series shall result in the creation of a preference as to dividends or distributions or a preference in the event of any liquidation, termination or winding up of the Trust. All references to Shares in this Declaration of Trust shall be deemed to be Shares of any one or more Series or Classes, or of all Series and Classes, as the context may require.

Section 7.2. Rights of the Shareholders.

The ownership of the Trust property of every description and the right to conduct the affairs of the Trust herein before described are vested exclusively in the Trustees, and the Shareholders shall have no interest therein other than the beneficial interest conferred by their Shares, and they shall have no right to call for any partition, division, dividend or distribution of any property, profits, rights or interests of the

Trust nor can they be called upon to assume any losses of the Trust or suffer an assessment of any kind by virtue of their ownership of the Shares beyond their beneficial interests in the Shares. The Shares shall be personal property giving only the rights specifically set forth in this Declaration of Trust. The Shares shall not entitle the holder to preference, preemptive, appraisal, conversion or exchange rights, except as the Trustees may determine.

Section 7.3. Establishment of a Trust.

It is the intention of the Trustees and the Shareholders to create the relationship of Trustee and beneficiary between the Trustees and each Shareholder from time to time. It is not the intention of the Trustees and the Shareholders to create a general partnership, limited partnership, joint stock association, corporation, bailment or any form of legal relationship other than a trust. Nothing in this Declaration of Trust shall be construed to make the Shareholders, either by themselves or with the Trustees, partners or members of a partnership or a joint stock association.

Section 7.4. Register of Shares.

A register shall be kept at the principal office of the Trust or at such place as the Trustees shall designate containing the names and addresses of all the Shareholders and the number of Shares held by them respectively and a record of all transfers thereof. Such register shall be conclusive as to which California Public Agencies are the holders of the Shares and which California Public Agencies shall be entitled to receive distributions or otherwise to exercise or enjoy the rights of Participants or Investors. No Shareholder shall be entitled to receive payment of any distribution, nor to have rights given to it as herein or in the By-Laws provided, until its correct name and address has been given to the transfer agent or such other officer or agent of the Trustee as shall keep the register. The Trustees, in their discretion, may but need not authorize the issuance of Share certificates and promulgate appropriate rules and regulations as to their use.

Section 7.5. Transfer of Shares.

Shares shall be transferable on the records of the Trust only by the record holder thereof or by its agent thereunto duly authorized in writing, upon delivery to the transfer agent of a duly executed instrument of transfer, together with such evidence of the genuineness of each such execution and authorization and of other matters as may reasonably be required. Upon such delivery the transfer shall be recorded on the register of the Trust. Until such record is made, the Shareholder of record shall be deemed to be the holder of such Shares for all purposes hereunder and neither the Trustees nor any transfer agent nor any officer, employee or agent of the Trust shall be affected by any notice of the proposed transfer. No Shares may be transferred to a transferee other than a California Public Agency or the Trust itself. Any attempted transfer to any other person shall be void and of no effect.

Section 7.6. Notices.

Any and all notices and communications to which a Shareholder may be entitled shall be deemed duly given or made if delivered in person, by email or other electronic communication with respect to which a record of delivery of the notice shall be obtained and maintained, or mailed, postage prepaid, addressed to the Shareholder of record at its address as recorded on the register of the Trust. In addition to any other notice or communication to which a Shareholder may be entitled, each Shareholder shall be

entitled to notice of any amendment to this Declaration of Trust or of any matter which is approved by the Participants.

Section 7.7. Approval Powers.

The following matters taken by the Trustees shall require the approval of a majority of the holders of outstanding voting Shares: (i) the appointment of Trustees as provided in Section 3.2., (ii) liquidation of any Class of Shares or Participant Shares Series as provided in Section 7.8.(c), (iii) termination of the Trust as provided in Section 10.2., (iv) amendment of this Declaration of Trust to the extent provided in Section 10.3., (v) merger, consolidation or sale of assets of the Trust as provided in Section 10.4., (vi) a change in the investment restrictions or fundamental policies set forth in the Program Guide and Information Statement, except as set forth therein, and (vii) such additional matters relating to the Trust as may be required by this Declaration of Trust or the By-Laws or as the Trustees may consider necessary or desirable. Only Participants shall be entitled to exercise such approval powers in proportion to the number of full and fractional Shares held by each Participant. Investors shall have no voting rights.

Shares shall not be cumulated for the purpose of approving Trustees. Until Shares are issued, the Trustees may exercise all rights of the Participants and may take any action required by law, this Declaration of Trust or the By-Laws to be taken by the Participants. The By-Laws may include further provisions for the approval of the Participants and related matters.

Section 7.8. Series and Classes of Shares.

The following provisions are applicable regarding the Series or Classes of Shares of the Trust established and designated by Section 7.1. hereof and shall be applicable if the Trustees shall establish and designate additional Classes or Series of a Class as provided in that Section:

- (a) The number of Shares of each Series or Class that may be issued shall be unlimited.
- (b) All consideration received by the Trust for the issue or sale of Shares of a particular Class (whether or not Shares of such Class have been divided into Series), together with all assets in which such consideration is invested or reinvested, all income, earnings, profits and proceeds thereof, including any proceeds derived from the sale, exchange or liquidation of such assets, and any funds or payments derived from reinvestment of such proceeds in whatever form the same may be, shall irrevocably belong to Shares of that Class for all purposes, subject only to the rights of creditors, and shall be so recorded upon the books of account of the Trust. In the event that there are any assets, income, earnings, profits, or proceeds thereof, or funds or payments of the Trust which are not readily identifiable as belonging to any particular Class, the Trustees shall allocate them among any one or more of the Classes established and designated from time to time in such manner and on such basis as they, in their sole discretion, deem fair and equitable. Each such allocation by the Trustees shall be conclusive and binding upon the Shareholders of all Classes for all purposes.
- (c) The assets belonging to each particular Class shall be charged with the liabilities of the Trust in respect of that Class, as will all expenses, costs, charges and reserves attributable to that Class, and any general liabilities, expenses, costs, charges or reserves of the Trust which are not readily identifiable as belonging to any particular Class shall be allocated and charged by the Trustees to and among any one or more of the Classes established and designated from time to time in such manner and on such basis as the

Trustees in their sole discretion deem fair and equitable. Each allocation of liabilities, expenses, costs, charges and reserves by the Trustees shall be conclusive and binding upon the Shareholders in all Classes for all purposes.

(d) Except as otherwise provided in the Certificate of Determination of the Trustees creating a Series of Shares of a particular Class, all dividends and distributions on Shares of a particular Class shall be distributed pro rata to the holders of that Class in proportion to the number of Shares of that Class held by such holders at the date and time of record established in the By-Laws for the payment of such dividends or distributions.

(e) In the event of the liquidation of a particular Series of a Class or of an entire Class, the Participants or Investors in that Series or Class, as the case may be, which is being liquidated shall be entitled to receive, when and as declared by the Trustees, the excess of the assets belonging to Shares of that Class over the liabilities attributable to Shares of the Class. The holders of Shares of any such Class shall not be entitled thereby to any distribution upon liquidation of any other Series or Class. The assets so distributable to the Participants or Investors, as the case may be, in any Class shall be distributed among such Participants or Investors in proportion to the number of Shares of that Class, whether in one or more Series, held by them and recorded on the books of the Trust. The liquidation of any particular Series or Class in which there are Shares then outstanding held by Participants may be authorized by an instrument in writing, without a meeting, signed by a majority of the Trustees then in office, subject to the affirmative vote of a majority of the outstanding voting Shares of that Series or Class held by Participants.

(f) The Trustees shall have the authority to provide that the holders of Shares of any Series or Class shall have the right to convert or exchange such Shares for or into Shares of one or more other Series or Class in accordance with such requirements and procedures as may be established by the Trustees.

(g) The Trustees shall have the power to determine the designations, preferences, privileges, limitations and rights, including approval and dividend rights, of each Series or Class of Shares. Subject to the provisions of this Section 7.8., all Shares of all Series or Classes shall have identical rights and privileges.

(h) The establishment and designation of any Series or Class of Shares in addition to those established and designated in Section 7.1. hereof shall be effective upon the execution by a majority of the then Trustees of an instrument setting forth such establishment and designation and the relative rights, preferences, approval powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption of such Series or Class or as otherwise provided in such instrument. At any time that there are no Shares outstanding of any particular Series or Class previously established and designated, the Trustees may by an instrument executed by a majority of their number abolish that Series or Class and the establishment and designation thereof. Each instrument referred to in this paragraph shall constitute an amendment to this Declaration of Trust.

ARTICLE VIII. REDEMPTIONS

Section 8.1. Redemptions.

In case any Shareholder at any time desires to dispose of its Shares, it may deposit a written request or other such form of request as the Trustees may from time to time authorize, at the office of the transfer

agent or at the office of any bank or trust company, either in or outside of California which is a member of the Federal Reserve System and which the transfer agent has designated in writing for that purpose, to have the Shares redeemed by the Trust at the net asset value thereof per Share next determined after such deposit as provided in the By-Laws. Payment for redemption shall be made to the Shareholder within the number of business days specified in the Trust's current Program Guide and Information Statement, unless the date of payment is postponed pursuant to Section 8.2. hereof, in which event payment may be delayed beyond such period.

Section 8.2. Suspension of Right of Redemption.

The Trustees may declare a suspension of the right of redemption or postpone the date of payment or redemption for the whole or any part of any period (i) during which the New York Stock Exchange is closed other than customary weekend and holiday closings, (ii) during which trading on the New York Stock Exchange is restricted, or (iii) during which an emergency exists as a result of which disposal by the Trust of securities owned by it is not reasonably practicable or it is not reasonably practicable for the Trust fairly to determine the value of its net assets. Such suspension shall take effect at such time as the Trustees shall specify, but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment on redemption until the Trustees shall declare the suspension at an end, except that the suspension shall terminate in any event on the first day on which the New York Stock Exchange shall have reopened or the period specified in (ii) or (iii) shall have expired (as to which the determination of the Trustees shall be conclusive). In the case of a suspension of the right of redemption, a Shareholder may either withdraw its request for redemption or receive payment based on the net asset value existing after the termination of the suspension.

Section 8.3. Redemptions to Reimburse Trust for Loss on Nonpayment for Shares or for Other Charges.

The Trustees shall have the power to redeem Shares owned by any Shareholder to the extent necessary (i) to reimburse the Trust for any loss it has sustained by reason of the failure of such Shareholder to make full payment for Shares purchased by such Shareholder, or (ii) to collect any charge relating to a transaction effected for the benefit of such Shareholder which is applicable to Shares as provided in the Program Guide and Information Statement. Any such redemption shall be effected at the redemption price determined in accordance with Section 8.1. hereof.

Section 8.4. Redemptions Pursuant to Constant Net Asset Value Policy.

The following provisions shall apply to any Series, or multiple Series of a Class or Classes of Shares invested in the same portfolio, of investments of the Trust during any period that the Trustees, in their discretion, establish a policy of maintaining a constant net asset value per Share. If for any reason the net income of the Trust attributable to such Shares invested in the same portfolio shall, at the time of any determination thereof in accordance with Section 9.1. hereof, be a negative amount, then the Trustees shall have power to cause the number of outstanding Shares of such Series or multiple Series of a Class or Classes of Shares invested in the same portfolio to be reduced by requiring each Shareholder to contribute to the capital of the Trust such Shareholder's proportionate part of the total number of Shares which have an aggregate current net asset value equal as nearly as may be practicable to the amount of the Trust's net

loss in respect of such portfolio. Each Shareholder, by becoming a registered holder of Shares, agrees to make any such contribution which may be required.

Section 8.5. Redemptions in Kind.

Payment for Shares redeemed pursuant to Section 8.1. may, at the option of the Trustees, or such officer or officers as they may duly authorize for the purpose, in their complete discretion be made in cash, or in kind, or partially in cash and partially in kind. In case of payment in kind, the Trustees, or their delegate, shall have absolute discretion as to what security or securities shall be distributed in kind and the amount of the same, and the securities shall be valued for purposes of distribution at the figure at which they were appraised in computing the net asset value of the Shares.

Section 8.6. Minimum Investment.

The Trustees shall have the power to fix the minimum investment for Shareholders expressed in dollars or Shares, or both. Whenever a Shareholder's investment is less than the minimum established by the Trustees, the Trustees may redeem the Shares of such Shareholder, provided thirty days prior notice is given to such Shareholder. If the Trustees increase the minimum investment to an amount greater than it was at the time of the investment of any Shareholder, the investment of such Shareholder shall not be redeemed solely because it is less than such minimum amount without such Shareholder's consent.

ARTICLE IX. DETERMINATION OF NET ASSET VALUE, NET INCOME AND DISTRIBUTIONS

Section 9.1. By-Laws to Govern Net Asset, Net Income and Distribution Procedures.

The Trustees, in their absolute discretion, may prescribe and shall set forth in the By-Laws such bases and times for determining the per Share net asset value of Class of the Shares that is a separate pool, the net income of the Trust, and the declaration and payment of distributions, as they may deem necessary or desirable. If authorized by the By-Laws such provisions may be set forth in the Information Statement.

ARTICLE X. DURATION, TERMINATION AND AMENDMENT

Section 10.1. Duration.

The Trust shall continue without limitation of time but subject to the provisions of this Article X.

Section 10.2. Termination of Trust.

(a) The Trust may be terminated by the vote of the majority of the authorized Trustees, subject to approval of the holders of not less than two-thirds of the holders of outstanding voting Shares. Upon the termination of the Trust:

- (i) The Trust shall carry on no activities except for the purpose of winding up its affairs;
- (ii) The Trustees shall proceed to wind up the affairs of the Trust and all of the powers of

the Trustees under this Declaration of Trust shall continue until the affairs of the Trust shall have been wound up, including the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the Trust property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its business; provided that any sale, conveyance, assignment, exchange, transfer or other disposition of all or substantially all the Trust property shall require approval in accordance with Section 10.4. hereof; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements as they deem necessary for their protection, the Trustees may distribute the remaining Trust property, in cash or in kind or partly in cash and partly in kind, among the Shareholders according to their respective beneficial interests.

(b) After termination of the Trust and distribution to the Shareholders as herein provided, a majority of the Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and interests of all Shareholders shall thereupon cease.

Section 10.3. Amendment Procedure.

(a) This Declaration of Trust may be amended by the vote of the Trustees, subject to approval of such amendment by the holders of a majority of outstanding voting Shares. The Trustees may also amend this Declaration of Trust without such approval to change the name of the Trust or any Series or Class, to establish and designate additional Series or Classes, to supply any omission herein or to correct or supplement any ambiguous, defective or inconsistent provision hereof, or if they deem it necessary, to conform this Declaration of Trust to the requirements of applicable laws or regulations, or to eliminate or reduce any taxes which may be payable by the Trust or the Shareholders, but the Trustees shall not be liable for failing to do so.

(b) No amendment may be made under this Section 10.3. which would change any rights with respect to any Share by reducing the amount payable thereon upon liquidation of the Trust, or by diminishing or eliminating any approval rights pertaining thereto, except with the vote of a majority of the Trustees and the approval of the holders of two-thirds of the outstanding voting Shares. Nothing in this Declaration of Trust shall permit its amendment to impair the exemption from personal liability of the Participants, Trustees, officers, employees and agents of the Trust or to permit assessments upon the Shareholders.

(c) A certificate signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Trustees and, if applicable, by the majority of the outstanding voting Shares, or a copy of the Declaration of Trust as amended, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment when lodged among the records of the Trust.

Section 10.4. Merger, Consolidation and Sale of Assets.

To the extent permitted by law, the Trust may merge into or consolidate with any other corporation, association, trust or other organization or may sell, lease or exchange all or substantially all of

the Trust property, including its good will, upon such terms and conditions and for such consideration when and as authorized by vote of a majority of the Trustees and approved by the holders of two-thirds of the outstanding voting Shares.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Governing Law.

This Declaration of Trust is executed by the Initial Participants and delivered in the State of California and with reference to the laws thereof, and the rights of all parties and the validity and construction of every provision hereof shall be subject to and consented according to the laws of the State of California.

Section 11.2. Counterparts.

This Declaration of Trust may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts, together, shall be constituted one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 11.3. Adoption by California Public Agencies.

A Public Agency of the State of California may become a Participant of this Trust by taking appropriate action to adopt this Declaration of Trust, furnishing the Trust with satisfactory evidence that such action has been taken, and signing a counterpart of this Declaration of Trust. A copy of this Declaration of Trust may be adopted through incorporation by reference into an ordinance or resolution of such Public Agency, and a certified copy of such ordinance or resolution shall constitute satisfactory evidence of adoption contemplated by this Section.

Section 11.4. Certificates.

Any certificate executed by an individual who, according to the records of the Trust, appears to be a Trustee hereunder, or Secretary or Assistant Secretary of the Trust, certifying to: (a) the number or identity of Trustees or Shareholders, (b) the due authorization of the execution of any instrument or writing, (c) the form of any vote passed at a meeting of Trustees, (d) the number of Trustees present or voting at any meeting, (e) the form of any By-Laws adopted by or the identity of any officers elected by the Trustees, or (f) the existence of any fact or facts which in any manner relate to the affairs of the Trust, shall be conclusive evidence as to the matters so certified in favor of any person dealing with the Trustees and their successors.

Section 11.5. Provisions in Conflict with Law or Regulations.

(a) The provisions of this Declaration of Trust are severable, and if the Trustees shall determine, with the advice of counsel, that any of such provisions is in conflict with applicable laws and regulations, the conflicting provisions shall be deemed superseded by such laws or regulations to the extent necessary to eliminate such conflict; provided, however, that such determination shall not affect any of the

remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted prior to such determination.

(b) If any provision of this Declaration of Trust shall be held invalid or unenforceable, such invalidity or unenforceability shall pertain only to such provision and shall not in any manner affect any other provision of this Declaration of Trust in any jurisdiction.

Section 11.6. Index and Headings for Reference Only.

The index and headings preceding the text, articles and sections hereof have been inserted for convenience and reference only and shall not be construed to affect the meaning, construction or effect of this Declaration of Trust.

Section 11.7. Successors in Interest.

This Declaration of Trust and the By-Laws shall be binding upon and inure to the benefit of the undersigned Initial Participants and their successors and assigns, and every Shareholder and its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Trust as of the date first herein above set forth.

**MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT**

By: /s/ Dick Heuer
Name: Dick Heuer
Title: Chairman

PLACER COUNTY

By: /s/ Alex Ferreira
Name: Alex Ferreira
Title: Chairman, Board of Supervisors

The undersigned Public Agency hereby represents that the governing body of the undersigned has duly adopted by appropriate action the Declaration of Trust of the California Asset Management Trust dated as of December 15, 1989, as amended and restated as of October 25, 2022; hereby executes such Declaration of Trust and, by such execution, hereby becomes a party to and Participant of the Trust and agrees to be bound by all the provisions of the Declaration of Trust.

Date: _____

Public Agency: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

AMFENDED AND RESTATED CERTIFICATE OF DETERMINATION OF CALIFORNIA ASSET MANAGEMENT TRUST (PARTICIPANT SHARES SERIES AND INVESTOR SHARES SERIES OF THE CASH RESERVE PORTFOLIO CLASS AND THE TERM PORTFOLIO CLASS)

We, the undersigned Trustees of the California Asset Management Trust (“Trust”), a California Joint Exercise of Powers Authority, formed pursuant to Section 6500 of the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5 of the Government of the State of California, and a common law trust established under a Declaration of Trust dated as of December 15, 1989, as amended and restated as of February 28, 2005 (“Declaration of Trust”) (capitalized terms used herein, unless otherwise provided, have the meaning assigned in the Declaration of Trust), do hereby adopt the following:

WHEREAS, the Declaration of Trust authorizes the Trustees to divide the shares of beneficial interest (“Shares”) into any number of Classes and Series of Classes and determine the rights, preferences, privileges and restrictions granted to or imposed upon any of the such Classes or Series of Classes of Shares; and

WHEREAS, the Declaration of Trust authorizes two Series of Shares of the Cash Reserve Portfolio Class and the Term Portfolio Class, consisting of Participant Shares Series and Investor Shares Series with each Share representing an equal proportionate Share in the net assets of the Class; and

WHEREAS, the Participant Share Series consists of Shares issued and outstanding to Participants in the Trust with rights, preference, privileges and restrictions as more fully set forth herein and in the Declaration of Trust and By-Laws; and

WHEREAS, the Trustees wish to designate the rights, preferences, privileges and restrictions of the Participant Shares Series and the Investor Share Series.

NOW, THEREFORE, BE IT RESOLVED, as follows:

(a) Participant Shares Series. The rights, preferences, privileges and restrictions granted to or imposed upon the Participant Shares Series are as follows:

1. Voting Rights. Except as otherwise expressly provided by law, the By-Laws as adopted as of December 15, 1989, as amended and restated as of October 25, 2022, (“By-Laws”), or the Declaration of Trust, Participant Shares have exclusive voting rights on the following matters: (a) the appointment of Trustees, (b) liquidation of any Participant Shares Series, or any Class of Shares held in whole or in part by Participants, (c) termination of the Trust, (d) amendment of the Declaration of Trust, (e) merger, consolidation or sale of assets of the Trust, (f) change in the investment restrictions or fundamental policies set forth in the Information Statement, and (g) such other matters relating to the Trust as may be required by the By-Laws or the Declaration of Trust or as the Trustees may consider necessary or desirable to obtain the approval of the holders of the Participant Shares Series; and

2. Dividends. The holders of the Participant Shares Series shall be entitled to receive dividends and distributions as may be determined by the Trustees, in accordance with the By-Laws and the Declaration of Trust, and all such dividends and distributions shall be distributed pro rata to each holder of the Participant Shares Series in proportion to the number of Shares of the Participant Shares Series held by such holder at the date and time of record established by the By-Laws for the payment of such dividends and distributions; and

3. Liquidation. In the event of any liquidation of the Participant Shares Series of any Class, each holder of the Participant Shares Series shall be entitled to receive, when and as declared by the Trustees in accordance with the By-Laws and the Declaration of Trust, the net asset value of each Share of the Participant Shares Series held by the Participant. The holders of the Participant Shares Series shall not be entitled to any distribution upon liquidation of any other Series of any Class. The assets so distributable to the holders of the Participant Shares Series shall be distributed in proportion to the number of Shares of the Participant Shares Series of such Class held by each holder and recorded on the books of the Trust; and

4. Redemption. The holder of the Participant Shares Series shall have the right at any time to redeem Shares of the Participant Shares Series at the net asset value per Share with payment for the Shares of the Participant Shares Series redeemed to be made by the Trustees to such holder either in cash or in kind or partially in cash and partially in kind, as may be determined by the Trustees, in their complete discretion, or by such officer or officers as the Trustees may duly authorize for this purpose.

RESOLVED, FURTHER,

(b) Investor Shares Series. The rights, preferences, privileges and restrictions granted to or imposed upon the Investor Shares Series are as follows:

1. Voting Rights. Except as otherwise expressly provided by law, the Investor Shares Series shall have no voting rights; and

2. Dividends. The holders of the Investor Shares Series of a Class of Shares shall be entitled to receive dividends and distributions as may be determined by the Trustees, in accordance with the By-Laws and the Declaration of Trust, and all such dividends and distributions shall be distributed pro rata to each holder of the Investor Shares Series of such Class in proportion to the number of Shares of the Investor Shares Series held by such holder at the date and time of record established by the By-Laws for the payment of such dividends and distributions; and

3. Liquidation. In the event of any liquidation of the Investor Shares Series of a Class, each holder of the Investor Shares Series of such Class shall be entitled to receive, when and as declared by the Trustees, in accordance with the By-Laws and the Declaration of Trust, the net asset value of each share of the Investor Shares Series of such Class. The holders of the Investor Shares Series shall not be entitled to any distribution upon liquidation of any other Series. The assets so distributable to the holders of the Investor Shares Series of a Class shall be distributed in

proportion to the number of Shares of the Investor Shares Series held by each holder and recorded on the books of the Trust; and

4. Redemption. The holder of the Investor Shares Series of a Class shall have the right at any time to redeem Shares of the Investor Shares Series of such Class at the net asset value per Share with payment for the Shares of the Investor Shares Series redeemed to be made by the Trustees to such holder either in cash or in kind or partially in cash and partially in kind, as may be determined by the Trustees, in their complete discretion, or by such officer or officers as the Trustees may duly authorize for this purpose.

**VERIFICATIONS BY WRITTEN DECLARATION OF AMENDED AND RESTATED
CERTIFICATE OF DETERMINATION**

Steve Dial declares under penalty of perjury under the laws of the State of California that he has read the foregoing Amended and Restated Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: October 25, 2022

By: /s/ Steve Dial

Name: Steve Dial

Karen Adams declares under penalty of perjury under the laws of the State of California that he has read the foregoing Amended and Restated Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: October 25, 2022

By: /s/ Karen Adams

Name: Karen Adams

André Douzджian declares under penalty of perjury under the laws of the State of California that he has read the foregoing Amended and Restated Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: October 25, 2022

By: /s/ André Douzджian

Name: André Douzджian

Duane Wolterstorff declares under penalty of perjury under the laws of the State of California that he has read the foregoing Amended and Restated Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: October 25, 2022

By: /s/ Duane Wolterstorff

Name: Duane Wolterstorff

Lauren Warrem declares under penalty of perjury under the laws of the State of California that he has read the foregoing Amended and Restated Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: October 25, 2022

By: /s/ Lauren Warrem

Name: Lauren Warrem

Jordan Kaufman declares under penalty of perjury under the laws of the State of California that he has read the foregoing Amended and Restated Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: October 25, 2022

By: /s/ Jordan Kaufman

Name: Jordan Kaufman

David Persselin declares under penalty of perjury under the laws of the State of California that he has read the foregoing Amended and Restated Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: October 25, 2022

By: /s/ David Persselin

Name: David Persselin



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RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING A RESOLUTION FOR THE CITY OF MILPITAS TO JOIN WITH OTHER PUBLIC AGENCIES AS A PARTICIPANT OF THE CALIFORNIA ASSET MANAGEMENT TRUST, A JOINT POWERS AUTHORITY, TO INVEST IN SHARES OF THE TRUST, AND AUTHORIZE THE CITY MANAGER, THE ASSISTANT CITY MANAGER AND THE DIRECTOR OF FINANCE OR THEIR DESIGNEES TO EXECUTE ANY REQUIRED DOCUMENTS

WHEREAS, Section 6509.7 of Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the “Joint Exercise of Powers Act”) provides that, if authorized by their legislative or other governing bodies, two or more public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power; and

WHEREAS, under Sections 6500 and 6509.7(b) of the Joint Exercise of Powers Act, a “public agency” includes, but is not limited to, any California county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission, state department or agency, any joint powers authority formed pursuant to the Joint Exercise of Powers Act by public agencies or any nonprofit corporation whose membership is confined to public agencies or public officials; and

WHEREAS, public agencies that constitute local agencies, as that term is defined in Sections 53600 of Title 5, Division 2, Part 1, Chapter 4, Article 2 of the Government Code of the State of California (the “California Government Code”), are authorized pursuant to Section 53601(p), to invest all money belonging to, or in the custody of, a local agency not required for its immediate need in shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 of the California Government Code that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive, of Government Code Section 53601; and

WHEREAS, the California Asset Management Trust (the “Trust”) was established, pursuant to and in accordance with the Joint Exercise of Powers Act, by a Declaration of Trust, made as of December 15, 1989, as subsequently amended from time to time (the “Declaration of Trust”), as a vehicle for public agencies to jointly exercise their common power to invest the proceeds of debt issues and Public Agency surplus funds; and

WHEREAS, pursuant to and in accordance with the Joint Exercise of Powers Act, the City of Milpitas desires to join the other public agencies which are or will be Participants of the Trust by adopting and executing the Declaration of Trust, a form which is on file in the office of the Finance Director; and

WHEREAS, the City of Milpitas is a “public agency” as that term is defined in Sections 6500 and 6509.7(b) of the Joint Exercise of Powers Act and a “local agency” as that term is defined in Section 53600 of the California Government Code; and

WHEREAS, the City of Milpitas Investment Policy was last reviewed and approved by the City Council pursuant to Resolution No. 9354 on September 17, 2024; and

WHEREAS, the Trust is an eligible investment under the Local Government Investment Pools section of the City of Milpitas Investment Policy; and

WHEREAS, the City of Milpitas is otherwise permitted to be a Participant of the Trust and to invest funds in the Trust to be managed by the Investment Adviser to the Trust

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or

provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. The City of Milpitas shall join with other public agencies pursuant to and in accordance with the Joint Exercise of Powers Act by executing the Declaration of Trust and thereby becoming a Participant in the Trust, which Declaration of Trust is hereby approved and adopted. A copy of the Declaration of Trust, which is available in the office of the Finance Director, shall be filed with the minutes of the meeting at which this Resolution was adopted. The Mayor of the City of Milpitas is hereby authorized to execute, and the City Clerk of the City of Milpitas is hereby authorized to attest and deliver, the Declaration of Trust.
3. The City of Milpitas is hereby authorized to purchase shares in the Trust from time to time with available funds, and to redeem some or all of those shares from time to time as such funds are needed.
4. The City Manager, the Assistant City Manager and the Finance Director or their designees are hereby authorized and directed in the name and on behalf of the City of Milpitas to take all actions and to make and execute any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, and any changes, amendments, modifications, or waivers thereto which they, or any of them, might deem necessary or appropriate in order to accomplish the purposes of this Resolution.
5. This Resolution shall take effect at the earliest date permitted by law.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Approving a Site Development Permit and PUD Amendment Permit to Develop a New One-and-a-Half Story Single-Family Residence and to Deviate from the Approved Designs, on a Vacant 1-Acre Lot Located in the R1-H Single-Family Residential Zoning District with a Hillside Combining District at 1327 Terra Vista Court (Staff Contact: Jay Lee, Planning Director, 408-586-3077)
Category:	Consent Calendar-Community Development
Meeting Date:	10/1/2024
Recommendation:	Consider the exemption in accordance with CEQA and adopt a resolution approving Site Development Permit No. SD23-0004 and Planned Unit Development Amendment No. PA24-0001 to allow the development of a new single-family residence at 1327 Terra Vista Court, subject to the attached Conditions of Approval.

BACKGROUND:

On November 17, 1992, the City Council approved Planned Unit Development (PUD) No. 68 (Countryside Estates) to allow the construction of six hillside residential home sites on a 24.5-acre parcel. Each home site would be reviewed separately under the provisions of an "S" Zone Application or Site Development Permit and subject to a precise building envelope established by the PUD. To date, four lots have been approved for development.

On March 7, 2023, Kulwantbir Sandhu ("Applicant" or "Permittee") submitted a Site Development Permit and PUD amendment Permit application to develop a new 5,998-square foot, one-and-a-half story single-family residence on a vacant 1-acre lot (Lot 3 of the Countryside Estates subdivision) located at 1327 Terra Vista Court. The zoning designation for this property is Single-Family Residential (R1) with a Hillside (H) Combining District. Per Milpitas Municipal Code (MMC) Section XI-10-45.09-2, no building permit shall be issued for the construction or expansion of a single-family structure in the Hillside (H) Combining District until such structure has received a site and architectural review approval by the Planning Commission (PC) and City Council (CC). On August 28, 2024, the PC held a duly noticed public hearing on this item and voted to unanimously approve the proposed project and recommend approval by the City Council (6-0, one abstaining). A copy of PC Resolution No. 24-030 is attached to this report.

ANALYSIS:

Planning staff recommends City Council review and approve a resolution to allow the development of a single-family residence, attached garage, and associated improvements on a vacant lot located at 1327 Terra Vista Court. The project site is located on the northeastern edge of the City of Milpitas, adjacent to properties with the same single-family hillside zoning designation. Unincorporated Santa Clara County properties are located further to the north.

The project is designed in a modern Palazzo style, which adds to the neighborhood's diversity. The exterior materials are composed of smooth-finished white stucco, natural white limestone, dark aluminum windows, metal roof tiles, and decorative balustrade on balconies and stairs. The articulation of the architectural forms blending with a variety of finishes creates an attractive front elevation, along with an integrated driveway pattern using pervious pavers that enhances the house and the neighborhood. All exterior materials and finishes work together as a palette of earth-tone colors, creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences and within an earth tone range.

In accordance with MMC Section XI-10-45.09-7, and as outlined in the attached resolution and staff report, the City Council shall consider the following guidelines in its review of the proposed project:

(a) Avoid unreasonable interference with views and privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of the residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.

(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.

(c) Minimize Perception of Excessive Bulk. The design of the proposed main and/or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.

(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.

(e) Grading. All grading shall be kept to a minimum and shall comply with the grading ordinance criteria.

The project, including both the home and attached garage, features a creative design, with a minimal building footprint and substantial setbacks from neighboring property lines to alleviate unreasonable interference with views and privacy. Most of the land around the residence and associated driveway will be preserved as natural landscape similar to nearby vacant properties and designated open space lots in the immediate area.

The incorporation of varying rooflines has minimized the perception of excessive bulk, a clear delineation of colors and materials, and the punctuation of walls along the front and side elevations. The proposed maximum height of the residence at 27 feet is within the 27-foot height limit, and all required building setbacks will substantially exceed the minimum standards to help mitigate potential impairment of light and air. Given the slope of the lot, grading was required to accommodate a one-and-a-half story home with rear yard access. In order to minimize grading, the rear yard entry is located on the second floor, which requires considerably less grading than having the exit on the first floor. However, due to the property slope and proximity to the crestline, the project will result in 357 cubic yards of cut and 256 cubic yards of fill, resulting in an export of 101 cubic yards. As noted earlier in the report, the Planning Commission recommended Council approval of the project based on the required findings for approval.

POLICY ALTERNATIVE(S):

Alternative 1: Direct staff to draft a resolution to deny the project for review at a subsequent meeting.

Pros: The existing hillside lot is not developed and remains as open space, or a new or revised project could be proposed.

Cons: The applicant would need to either withdraw the application or resubmit revised plans for development of a new residence at this location.

Reason for Not Recommending: The proposed project meets the required findings for approval and is consistent with the City's goals of supporting the development of a new high-quality housing in all areas of the City, including appropriate hillside locations. Both staff and the Planning Commission are recommending approval of the proposed project.

FISCAL IMPACT:

If the proposed project is approved, the applicant will apply for building permits and pay associated fees. The new single-family home will increase the property value and tax revenues but will also increase the demand for City services, including public safety and utilities. The project is located within an existing residential subdivision with existing services nearby.

California Environmental Quality Act (CEQA):

The project is exempt from further environmental review under CEQA pursuant to Section 15303(a) for New Construction or Conversion of Small Structures including one single-family residence or a second dwelling unit in a residential zone. The Project proposes the new construction of a single-family residence and attached garage within a residentially zoned area on a legally established parcel, and it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. As a separate and

independent basis, the project is exempt from further CEQA review pursuant to Section 15183 of the CEQA Guidelines for projects consistent with a community plan, general plan or zoning. The project is consistent with the General Plan and the applicable zoning, and there are no significant environmental impacts peculiar to the project or its site.

RECOMMENDATION:

Adopt a resolution approving Site Development Permit No. SD23-0004 and PUD Amendment Permit No. PA24-0001 to allow the development of a new single-family residence at 1327 Terra Vista Court, subject to the attached Conditions of Approval.

Attachments:

- (a) City Council Resolution
- (b) Planning Commission Staff Report dated August 28, 2024
- (c) Planning Commission Resolution No. 24-030
- (d) Project Plans

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING SITE DEVELOPMENT PERMIT NO. SD23-0004 AND PLANNED UNIT DEVELOPMENT AMENDMENT PA24-0001 TO DEVELOP A NEW HILLSIDE HOME LOCATED ON A VACANT 1-ACRE SITE AT 1327 TERRA VISTA CT (APN: 029-07-011) AND MAKING CEQA FINDINGS OF EXEMPTION

WHEREAS, on March 7, 2023, an application was submitted by Kulwantbir Sandhu (“Applicant” or “Permittee”), for a Site Development Permit (SD23-0004) entitlement and Planned Unit Development Amendment (P-PA24-0001) to allow development of a 5,998 square-foot, single-family residence up to 27 feet (two stories) in height, with a 1,280 square-foot attached garage and mechanical room, landscaping, and associated site improvements on a vacant 1-acre site at 1327 Terra Vista Ct. (APN: 029-07-011) (the “Project”). The Project site is zoned Single Family Residential – Hillside and located within Planned Unit Development No. 68 (Countryside Estates); and

WHEREAS, Planned Unit Development Amendment Permit No. PA24-0001 is also required to allow for a change in the exterior finishes within this project and associated Planned Unit Development Area, known as PUD 68; and

WHEREAS, the Planning Division completed an environmental assessment for the Project in accordance with the California Environmental Quality Act (CEQA), which assessment determined that the Project is exempt from CEQA review pursuant to Section 15303 (New Construction and Conversion of Small Structures) of the CEQA Guidelines and, as a separate and independent basis, Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning) of the CEQA Guidelines; and

WHEREAS, on August 28, 2024, a duly noticed public hearing was held by the City of Milpitas Planning Commission on the subject application, at which time all those in attendance were given the opportunity to speak on the Project, and the Planning Commission voted 6-0 with one Commissioner abstaining to recommend approval of the Project to the City Council subject to Conditions of Approval per Planning Commission Resolution No. 24-030; and

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

SECTION 1: Recitals

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

SECTION 2: CEQA Finding

The project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15303(a) for “New Construction or Conversion of Small Structures including one single-family residence, or a second dwelling unit in a residential zone,” because it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. The Project’s proposed new construction of a single-family residence and its accessory structure are within a residentially zoned area on a legal parcel and none of the exceptions, as specified in Section 15300.2 of the CEQA Guidelines that would preclude applicability of this exemption are present. As a separate and independent basis, the Project is exempt from Section 15183 of the CEQA Guidelines as a project consistent with a community plan, general plan or

zoning in that it is consistent with the development density established in the Milpitas General Plan and the applicable zoning and there are no project-specific significant effects which are peculiar to this project or its site.

SECTION 3: Site Development Permit Findings (Section XI-10-57.03(F)(1)) - The City Council makes the following findings based on the evidence in the public record in support of Site Development Permit No. SD23-0004:

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

The development's architectural design and site planning are aesthetically compatible with the neighboring properties, and the on-site grading plan minimizes changes to the natural topography. The proposed single-family residence incorporates earth tone colors and materials that complement both the site and existing neighborhood. The new residence will be located on a rectangular, down sloping lot where the primary structure is situated on the flattest portion of the lot. The Project will have two floors and outdoor amenities including a lattice patio cover terraced down into the hillside towards the front portion of the lot. The layout of the residence, together with the natural sloped topography of the lot, maximizes privacy for the homeowners and minimizes views into adjacent properties. The home will also be built within its size limitations per the Hillside Zoning Ordinance.

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

The proposed home meets the development standards in the Single-Family Hillside Zoning District and Countryside Estates PUD 68 for setbacks, height requirements, and landscaping and is requesting an amendment to PUD 68 for exterior finishes, building square footage, and size of the garage. The proposed single-family residence is consistent with the development standards of the Milpitas Zoning Ordinance for the R1-H Single-Family Residential-Hillside Zoning District for setbacks, height requirements, and landscaping. The Project will be consistent with fencing and grading requirements with Planning Commission approval of the grading plan per MMC XI-10-45.18(b).

Table 1:
Summary of Development Standards

Standards	Hillside Requirements	Proposed	Complies
Front Yard Setback	25 ft. minimum when avg. slope is <16%. Otherwise, 40 ft. minimum	41 ft. 4 in.	Yes
Side Yard Setback	40 ft. minimum	40 ft. and 5 in. on south; 43 ft. and 9 in. on north	Yes
Rear Yard Setback	40 ft. minimum	128 ft. and 9 in.	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres)	5,998 sq. ft.	Yes
Impervious Surfaces	10,000 sq. ft. maximum (lots < 3 acres)	7,579 sq. ft.	Yes
Building Height (maximum)	27 ft. east of crestline	27 ft.	Yes

Standards	Hillside Requirements	Proposed	Complies
Parking	Main Residence - Five spaces required	Four spaces (two inside garage & two outside)	Yes
Fence Height and Materials	Height: 54 inches (4.5 ft.) Material: Wood	Height: 3.5-ft Material: Openwork wood (75% or more open)	Yes
Grading	Grading plans greater than 500 cubic yards (cy), but less than 1,500 cy requires Planning Commission approval	Cut: 357 cy Fill: 256 cy Export: 101 cy	Yes, with Planning Commission approval per MMC XI-10-45.18-4(b)

Due to the subject property's location, the Project is also required to comply with the development standards in the City's Hillside Combining District. Per Section XI-10-45.09-7 of the Zoning Ordinance, the Planning Commission and City Council shall consider the following guidelines in their review of proposed new development. Staff has determined the home to be consistent with the Hillside Architectural Guidelines as demonstrated below. See Table 2 for consistency.

Table 2:
Hillside Zoning Ordinance Compliance

Site and Architectural Guidelines <i>Section XI-10-45.09-7</i>	Consistency Finding
<i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i>	Consistent. Due to the proposed location and minimal scale of the home relative to the maximum allowable size outlined in Table 3, the development will not substantially interfere with views and privacy to adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 27-feet, and substantially setback from adjacent property lines to the north and south, which minimizes interference with views and privacy. Additionally, the lot to the west is dedicated as Common Area only and will not be developed with future residential uses. New proposed landscaping and wood fencing for the Project will also provide additional privacy screening.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	Consistent. The project site is currently vacant and undeveloped and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut to 357 cubic yards and fill to 256 cubic yards, with a net export of 101 cubic yards. Minimal landscaping is also proposed, including 17 mid-size trees and various flowering plants, ground cover, succulents and shrubs.

Site and Architectural Guidelines <i>Section XI-10-45.09-7</i>	Consistency Finding
(c) <i>Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i>	Consistent. The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the perception of bulk within the one-and-a-half-story residence. The overall building footprint of the main residence on the 1-acre lot is consolidated, and the remaining portions of the lot will also remain undeveloped except for the proposed ADU. The exterior facade is composed of smooth-finished white stucco, natural white limestone, dark aluminum windows, and decorative balustrade on balconies and stairs. As demonstrated by 3D Renderings Sheet A-15 and Materials Sheet A-16 in Attachment B (Project Plans), the images show the new residence with its earth-toned proposed colors and materials that brings together the natural hillside topography of the lot.
(d) <i>Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	Consistent. The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has minimally pitched roof systems that could be used to utilize future solar energy. With regards to adjacent properties, the lot to the west is reserved as Common Area and the residences to the east are located greater than 429 feet away. As such, the proposed main residence will not cause an impairment to the adjacent properties access to light and air.
(e) <i>Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	Consistent. The proposed location of the main dwelling is where the existing lot is most flat, and grading is limited to 357 cubic yards of necessary cut to accommodate the one-and-a-half-story dwelling and 256 cubic yards of the grading will be repurposed as fill.

Site & Architectural Design

The Project is designed in a modern Palazzo style, which adds to the architectural diversity of the neighborhood. The exterior materials are composed of smooth-finished white stucco, natural white limestone, dark aluminum windows, metal roof tiles, and decorative balustrade on balconies and stairs. The articulation of the architectural forms blending with a variety of finishes creates an attractive front elevation, along with an integrated driveway pattern using pervious pavers that enhances the house and the neighborhood. All exterior materials and finishes work together as a palette of earth tone colors creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences and within an earth tone range.

Grading and Landscaping

Due to the sloped lot and vehicular access requirements, the applicant has requested that the site be graded in order to make the site feasible for residential development. In an effort to limit the amount of

ground to be removed, the applicant has proposed a site plan which locates the proposed home on the flattest portion of the site. Given the steep slope of the lot, grading was required to accommodate a one-and-a-half-story home with rear yard access. Although the home is one-and-a-half stories, there are two floors. To minimize grading, the rear yard entry is located on the second floor, which requires considerably less grading than having the exit on the first floor. However, due to the property slope and proximity to the crestline, the Project will result in 357 cubic yards of cut and 256 cubic yards of fill for the construction of a new home and the required grade at the driveway for firetruck access. All cubic yards of cut will be repurposed, resulting in a net export of only 101 cubic yards. Furthermore, no grading is proposed in the crestline zone of protection, and grading is limited to the footprint of the home and rear patio area. The proposed landscape plan includes a variety of flowers, shrubs, succulents, and trees. As demonstrated in Attachment B (Project Plans), these plans are consistent with the grading/landscaping requirements within the Hillside Ordinance.

Crestline Zone of Protection

In an effort to protect the quality of views of the hills from the valley floor, development standards related to the crestline have been incorporated into the Zoning Code. Per MMC Section XI-10-45.06, the purpose of the crestline zone of protection is to preserve the natural quality of the crestline and the slopes immediately below, when viewed from the valley floor. In addition, Section 45.06-2 states that, in the area within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line. An exhibit was given to the applicant demonstrating the location of prominent crestlines identified by the City. Specifically, designated viewpoints VP2, VP4, and VP5 were included within this analysis. As demonstrated in plan Sheets A-3 and A-4, the Project will not be visible from the valley floor, and therefore, is compliant with the Crestline Zone of Protection.

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

The project is consistent with the Milpitas General Plan, and particularly with Policy CD 7-5, which states to limit new development in the Hillside Area to only Very Low Density Residential, open space and park uses. The project meets this finding, as the site is a part of an approved Planned Unit Development, which subdivided lots planned for clustered housing. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor. As outlined in Table 3 below:

Table 3: General Plan Consistency

Policy	Conformance
<i>CD 7-1 Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	Consistent. The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints, as the project site is located over 50 feet east of the crestline. Project Plan sheet A-4 illustrates how the proposed residence will not obstruct panoramic public views from and of the hillsides.
<i>CD 7-2 Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	Consistent. The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut to 357 cubic yards and fill to 256 cubic yards for both construction phases. The total earthwork exported will be 101 cubic yards to accommodate the home's

	footprint and meet the grade requirements to not be visible from the valley floor.
CD 7-3 <i>Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	Consistent. Minimal contour grading will be required for the construction of the new residence due to its siting on the flattest areas of the lot. All new contours will be designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
CD 7-4 <i>Avoid mass graded pads within hillside areas. Smaller steps or grade changes should be used over single, large, slope banks to the greatest extent feasible.</i>	Consistent. The building pad is proposed at the flattest portion of the lot and will only necessitate minimal grading to accommodate the residence. Grading has been minimized as much as feasibly possible in the Project, in that the site follows the site's natural contours in an effort to preserve the natural terrain quality.
CD 7-5 <i>Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	Consistent. No changes are proposed to the existing land use and zoning designation for the subject site to be used as a single-family residence. Prior to construction of the residence, all proposed Project construction and operational details will be reviewed thoroughly by applicable Departments during the building permit review process. The building permit application will be reviewed with the latest adopted State and local building and development codes, which will include standard requirements such as Construction Best Management Practices (BMPs) and an erosion and sediment control plan to control runoff onto adjacent properties.
CD 7-6 <i>Require hillside development to incorporate architecture, scale, massing, building form, building color, roof materials, and landscaping to reflect the natural hillside setting.</i>	Consistent. The proposed Project's building design and earth tone materials and colors will blend into the rural environment and includes a roof design that follows the existing slope of the lot, thereby reducing the massing and scale of the new two-story residence. The exterior facade will include materials such as gray board and batten siding, beige stone veneer, bronze fiberglass windows, and a gray composite asphalt shingle roof. As demonstrated by Materials Sheets A09 in Attachment B (Project Plans), the 3D renderings show the new residence with its earth-toned proposed colors and materials that bring together the natural hillside topography of the lot. Additionally, the proposed landscaping materials are consistent with the Hillside Landscaping Ordinance.

As described above, the Project is compatible and consistent with the surrounding uses and has been found to conform to the intent of the Milpitas 2040 General Plan designation. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

SECTION 4: *Planned Unit Development (Section XI-10-54.07(B)(6)(a-d)) – The City Council makes the following standard requirements based on the evidence in the public record in support of the Planned Unit Development Amendment PA24-0001:*

1. *The proposed development will result in an intensity of land utilization no higher than and standards of open spaces at least as high as permitted or specified otherwise for such development in the General Plan, Zoning Ordinance and Subdivision ordinance.*

The permit amendment, along with the Project, will result in an intensity no higher than and standards of open space at least as high as permitted, in that the PUD requirements mirror the Hillside combining zoning requirements, in regards to land utilization, planting, irrigation, and open space. This standard has been met.

2. *The development will not create traffic congestion pursuant to the California Environmental Quality Act (CEQA). However, if traffic congestion is created by the proposed development, the traffic impacts will be mitigated by traffic improvements proposed by the developer or by funding capital projects and by on-site provisions for traffic circulation and parking or, if it cannot be mitigated, the Planning Commission and City Council shall issue any necessary findings pursuant to CEQA.*

The Project associated with the PUD permit amendment, will not create traffic congestion that will significantly and negatively affect existing traffic operations. This standard has been met.

3. *For residential development in the Valley Floor Planning Area, as defined in the Milpitas General Plan Land Use Element, the maximum dwelling unit density range within each zoning designation. In the case of the Valley Floor Planning Area residential developments proposed on land zoned “R3” (Multiple Family Residential) an overall density of up to forty (40) units per gross acre can be approved if the following criteria are found by the City Council to be met.*

The proposed PUD permit amendment shall not have any effect on residential development density. This standard has been met.

Furthermore, in order to grant a Planned Unit Development amendment, the following findings are hereby made pursuant to Milpitas Municipal Code Section XI-10-54.07(B)(6)(d):

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

The amendment, along with the Project, will result in a public benefit by modifying the PUD to conform with current development standards and allow flexibility for a smaller garage, more square footage for the residential structure and changes to the exterior, without being detrimental to the light, air or privacy of any other structure or use currently existing or anticipated. Furthermore, the Planning Commission has already approved similar increases to the maximum allowed square footage within this PUD for Lot 2 and 4 entitlements.

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

The amendment, along with the Project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 2 above.

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

The architectural design and site planning of the proposed home are aesthetically compatible with the neighboring homes, with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is tucked into the hillside as to not draw attention to it when viewing from the valley floor. All exterior materials and finishes work together as a palette of earth tone colors, creating harmony with the surroundings. The colors and materials of the proposed Palazzo design

are complementary to the neighboring residences. Additionally, the proposed home is on a 1-acre parcel sitting at a minimum of 40 feet set back from all property lines, with a minimum of 80 feet between the closest neighboring home, and therefore will not interfere with privacy.

SECTION 5: City Council Approval

Based on the foregoing, the City Council hereby approves Site Development Permit No. SD23-0004 and Planned Unit Development Amendment P-PA24-0001 to allow the construction of a new single-family residence in the R1-H Single-family Residential Zoning District with an H Hillside Combining District located at 1327 Terra Vista Court, based on the above findings and subject to the Conditions of Approval attached hereto as **Exhibit 1** and incorporated herein.

PASSED AND ADOPTED this ____ day of _____, 2023, 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. P-SD23-0004
PLANNED UNIT DEVELOPMENT AMENDMENT NO. P-PA24-0001
1327 TERRA VISTA COURT (APN 029-07-011)**

The City of Milpitas Planning Commission and City Council approve Site Development Permit No. SD23-0004 and Planned Unit Development Amendment P-PA24-0001 in accordance with Sections X1-10-45.09, XI-10-57.03, and XI-10 -54.07(B)(6)(a-d) of the Milpitas Municipal Code, subject to and conditioned upon all applicable State and local laws and regulations and the Conditions of Approval outlined below. This Site Development Permit is to allow the issuance of building permits for the proposed development of a 5,998-square foot, single-family residence, up to two stories in height, with a 1,280 square-foot attached garage and mechanical room (“Project”) on a vacant 1-acre hillside lot located within the R1-H Single-family Residential Hillside Zoning District at 1327 Terra Vista Court (APN: 029-07-011), subject to all necessary reviews, approvals, studies, and inspections for the issuance of such building permits. This Planned Unit Development Amendment is to amend Planned Unit Development No. 68 for this lot to allow the proposed changes to exterior finishes and design for a modern Palazzo style, reduction from a three-car to a two-car garage, and increase from a 4,000 to 5,000 square-foot dwelling to a maximum 6,000 square-foot dwell as allowed by and subject to all laws and standards.

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

General Conditions

1. General Compliance. The applicant, including all successors in interest (collectively “Permittee”) shall comply with each and every condition set forth in this Permit. Site Development Permit No. SD23-0004 and Planned Unit Development Amendment No. PA24-0001 (“Permit”) shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed and this Resolution has been recorded by the Permittee with the Santa Clara County’s Recorder Office and a copy shall be provided to the Planning Department. **(P)**
2. Modifications to Project. Any deviation from the approved site plan, floor plans, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or designee. If the Planning Director or designee determines that the deviation is significant, the Permittee shall be required to apply for review and obtain approval of the Planning Commission, in accordance with the Zoning Ordinance. **(P)**
3. Effective Date. Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the decision-making body approved this Permit. **(P)**
4. Acceptance of Permit. Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
 - a. Acceptance of this Permit by Permittee; and

- b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
5. Permit Expiration. Pursuant to Section XI-10-64.06 of the Milpitas Zoning Code, this Permit shall become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Zoning Code, an activity permitted by this Permit shall be deemed to have commenced when the Project:
 - a. Completes a foundation associated with the Project; or
 - b. Dedicates any land or easement as required from the zoning action; or
 - c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.

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

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

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

14. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Zoning Code. **(P)**
15. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable. **(ALL)**
16. 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)**
17. Development in Conformance with Approved Plans: Permittee shall develop the approved Project in conformance with the plans dated **June 16, 2023** and approved by the City Council on the date of the signed City Council Resolution, in accordance with these Conditions of Approval. Any deviation from the approved site plan, elevations, materials, colors, landscape plan or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, the owner or designee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**
18. 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)**
19. Prior to the issuance of a building permit, the owner or designee shall include, within the four first pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the Project. **(P)**
20. Streets shall be designed to generally follow the contours and landform in order to minimize cut and fill. Exposed walls facing roadways and retaining walls shall be no greater than six feet in height. Crib walls facing roadways shall be no greater than 15 feet in height. **(P)**
21. Landscaping coverage and stabilization of graded slopes shall be selected and designed to be compatible with surrounding natural vegetation or to replace removed natural vegetation and should recognize climate, soil, and ecological characteristic of the region. Plant materials that require excessive water after becoming established should be avoided. **(P)**
22. Within six months, or such other period established by the Planning Commission, after the commencement of grading activities, all graded areas not covered by an impervious surface shall be stabilized in such manner as shall be approved by the Planning Director. **(P)**
23. The proposed home is located east of the Crestline and is subject to a maximum height of 1.5 stories or 27 feet. **(P)**
24. Trees which have a six inch or greater diameter trunk size at a point three feet above grade may not be removed without obtaining prior approval from the City. The location of all such trees shall be shown on all plans submitted for approval. The Planning Commission, upon review of an "S" Zone application approval,

shall have the power to authorize removal, relocation or replacement if the Permittee can show that such requirement is unreasonable as applied to the particular property. If the removal is permitted, the replacement of any trees removed pursuant to this section shall be at a five to one (5:1) ratio. **(P)**

25. Where two cut-or-fill slopes intersect, the intersection shall be horizontally rounded and blended. **(P)**
26. Where any cut-or-fill slopes intersect the natural grade, the intersection of each slope shall be vertically and/or horizontally rounded and blended. **(P)**
27. Prior to Building Permit Issuance, the applicant must demonstrate proof in accordance with “Special Conditions – P.U.D. No. 68 and Vesting Tentative Map “Countryside Estates,” that the development at “1327 Terra Vista Ct.” will be serviced by a fire hydrant that meets the minimum water demand of 1,500 hydrant fire flow to the satisfaction of the Deputy Fire Chief, or his designee. **(P)**

FIRE DEPARTMENT CONDITIONS

The plans approved by the Planning Department process are not building plans and have not been reviewed nor approved for conformance to the California Building Code (CBC), California Fire Code (CFC) and the Milpitas Municipal Code (MMC). Do not consider this set of plans as final building plans approved by the Fire Department. Building plans must be submitted for review and approval before construction is to commence. The following notes are a general list of the applicable code requirements (2022) and are provided to assist with the building permit process. Please note that these are not all inclusive. All applicable Building, Fire and Municipal Code requirements must be met in advance of any building permit approvals or related construction. Planning review done under the submittals on November 27, 2023 with revision 2.

27. Electronic documents. The fire code official may require electronic base documents for all construction documents and operational permits. The fire code official shall designate the software base format for the electronic documents. CFC Section 106.2.1, added by MMC Section V-300-2.28, and CFC Section 106.1.1
28. Automatic Fire Sprinkler Requirements. An automatic sprinkler system shall be provided throughout the new dwellings (main, guest ADU, accessory structure), inclusive of basements and garages. Milpitas Municipal Code Section V-300-2.69, CFC Section 903.2.8
29. Fire Department access. Sheets A11 shows an acceptable Fire Dept. apparatus access. Driveway is not part of the fire apparatus access road. Fire apparatus access roads shall be provided for every building hereafter constructed when any portion of an exterior wall of the first story is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building. Fire apparatus access shall meet the following:
 - a. Fire apparatus access shall extend to within 150 feet of all portions of exterior walls of the building/structure per the California Fire Code Section 503.1.
Allowed the increase of about 10 percent of the required extension in the hose reach based on the exception provided in accordance with 2022 CFC 503.1.1.
Architectural plans showing the fire access at the west side of the building (similar to 3D rendering 1/A15 shall be reflected on all plans during permitting.)
 - b. The private road shall be designed for fire apparatus access. Fire Access Dimensions, fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm). CFC Section 503.2.1

Exception:

Milpitas Municipal Code XI-10-45.11

45.11-1 Privately owned and maintained access from the public road to each single-family dwelling shall be a minimum of fourteen (14) feet in width. Turning radius shall be designed to meet the Fire Department’s requirements.

45.11-2 Turnout space shall be provided on driveways over one hundred fifty (150) feet in length with a maximum spacing of one hundred fifty (150) feet if driveway is less than eighteen (18) feet wide.

45.11-3 Turnaround. All dwelling units shall provide an on-site area for vehicles to turn around if served by a driveway over one hundred fifty (150) feet in length to meet Fire Department's requirements.

45.11-4 Vertical Clearance. All privately owned and maintained roads and drives shall assure a minimum fourteen (14) foot vertical clearance.

30. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather capabilities. Bearing capacity for the driveway and the entry drive court shall be designed to provide a minimum of 75,000 lbs. bearing capacity for the fire apparatus. CFC Section 503.2.3, D102.1
31. The grade (maximum 10%) of the fire apparatus access road shall be within the limits established by the fire code official based on the fire department's apparatus. CFC Section 503.2.7
32. ACCESS CONTROL DEVICES. When access control devices including bars, grates, gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department emergency access to the building, are installed, such devices shall be approved by the fire code official. All access control devices shall be provided with an approved means for deactivation or unlocking by the fire department. Access control devices shall also comply with Chapter 10 Egress. (Knox box location shall be at 6 feet above the finish floor, or fire access walkway or road). [Ref.: CFC 504.6, added by MMC V-300-2.54]
33. Premises identification. New and existing buildings shall have approved address numbers. Address numbers shall be illuminated and located where they are clearly visible from the street. CFC Section 505
34. Fire Hydrant systems. Fire hydrant systems shall comply with 2022 CFC section 507.5.1 through 507.5.6 and Appendix C or by an approved method. 202 California Fire Code 507.5.
35. Fire Flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method or *Appendix B* or the City of Milpitas Engineering requirement.
- a. Fire flow data based on the 7,982 square foot type VB building total area provided, a minimum requirement of 1,250gpm. Table B105.1(1) and B105.1(2) for hydrant. Available fire flow shall be taken into consideration when designing the fire sprinkler system. Water supply shall be reviewed and approved per the City of Milpitas Engineering Department standard and the most demanding requirement for domestic and fire service will be followed.
- Approval of this permit is contingent upon approval of the private main supply under Building Permit # B-SI17-0022 & Fire Record # 2017-1604. These permits are for the private hydrants along Terra Vista Court that are not yet approved (contact the City of Milpitas Engineering for further details).
36. Water supply requirements. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official. CFC Section 507.5.1

Exception:

For Group R-3 and Group U occupancies, equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, the distance requirement shall be not more than 600 feet

37. Sprinkler system supervision and alarms, and monitoring. It is recommended that due to the location of the home (hillside) the automatic fire sprinkler system for this home be a system that has supervision and alarm, and monitoring system in conformance to the CA Fire Code Section 903.4.

38. R Occupancy - Smoke Alarm. Single- and multiple-station smoke alarms. Listed single- and multiple-station smoke alarms complying with UL 217 shall be installed in accordance with Sections 907.2.11.1 through 907.2.11.7 and NFPA 72.

Exception: For Group R occupancies. A fire alarm system with smoke detectors located in accordance with this section may be installed in lieu of smoke alarms. Upon actuation of the detector, only those notification appliances in the dwelling unit or guest room where the detector is actuated shall activate. [Ref.: CFC 907.2.10]

39. The Milpitas Fire Department shall approve new installation and/or modifications to existing fire protection, alarm or monitoring system(s). A separate submittal is required to the Milpitas Fire Department, for review and approval, prior to the commencement of any work. CFC Section 901.2. This will include the relocation of the on-site fire hydrant under a fire permit for underground fire service lines.

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)*

40. Modifications: The Site Development Plan dated July 3, 2024 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.
31. 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.
32. 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.
33. Project Job Account/ Fee Deposit: Permittee shall open a new PJ account as a deposit to cover the costs for Engineering Department's services for review and inspection of the project. The amount shall be determined based on the approved City fee schedule at the time of application submittal.

PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE

*The following conditions shall be addressed as part of the off-site improvement plan review and shall be met **prior to** encroachment permit issuance, unless otherwise approved by the Director of Engineering/ City Engineer. (E)*

34. 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;
 - b. Standard details and specifications;
 - c. Americans with Disabilities Act (ADA) requirements, where applicable.
35. 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 result of the project.

36. 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.
37. 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.
38. 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.
39. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.
40. 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)*

41. 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.
42. 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.
43. Private utilities shall run within their recorded easements.
44. Fees: Upon reviewing Exhibit B from the Subdivision Improvement Agreement, it appears that a number of fees were deferred to be paid before building permit issuance. Those fees are listed here, as well as additional fees that may apply:
Exhibit B fees:
 - a. Water connection fee at \$1,164/unit for residential, based upon increased water usage.
 - b. 3.8% of applicable fees in accordance with City Resolution No. 8969 as Permitting Automation Fee.
Other Fees:
 - c. Sewer connection fee: \$1,908 single family parcel (separate from Treatment Plant fee)
45. Mailboxes: The Permittee shall coordinate with US Postal Services regarding placement of required mailboxes. Mailbox location shall not be on public street frontages and shall be approved by City and US Postal Services prior to building permit issuance. Mailbox locations shall be shown on the improvement plans and Permittee shall submit a letter to the City's Land Development Engineering Section from the Postmaster approving the location of the mailbox. Structures to protect mailboxes may require Building, Engineering and Planning Department review.

DURING CONSTRUCTION

*The following conditions shall be complied with at all times **during** the construction phase of the project, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

46. **Dewatering**: If dewatering is needed during construction, Permittee shall obtain a Short-Term Industrial Wastewater Permit from the San José/Santa Clara Water Pollution Control Plant for discharging the groundwater to a sanitary sewer system.
47. **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.
48. **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.
49. **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.*

50. **Landscape Certificate of Completion**: Permittee shall submit a Certificate of **Substantial** Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.
51. **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.
52. **Private Job (PJ) Balance**: Permittee shall pay for any remaining balance from the Private Job deposit.

BUILDING DEPARTMENT CONDITIONS

53. **Compliance with California Code of Regulations**. The Project shall comply with the requirements of the Building Safety and Housing Department and the California Code of Regulations Title 24 and the Milpitas Municipal Code as adopted by the City. Building permits shall be submitted to and approved by the Building Safety and Housing Department prior to start of construction. All California Code of Regulations Title 24 and Milpitas Municipal Code requirements applicable at the time of building permit application must be met in advance of any building permit approvals or related construction. Changes to the site plan and/or building plan require review and approval by the Building Safety and Housing Department.

LEGEND

(P) = Planning Department
(B) = Building Department
(E) = Engineering Department
(F) = Fire Department
(CA) = 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 Permit.

Dated: _____

Signature of Permittee



MILPITAS PLANNING COMMISSION STAFF REPORT

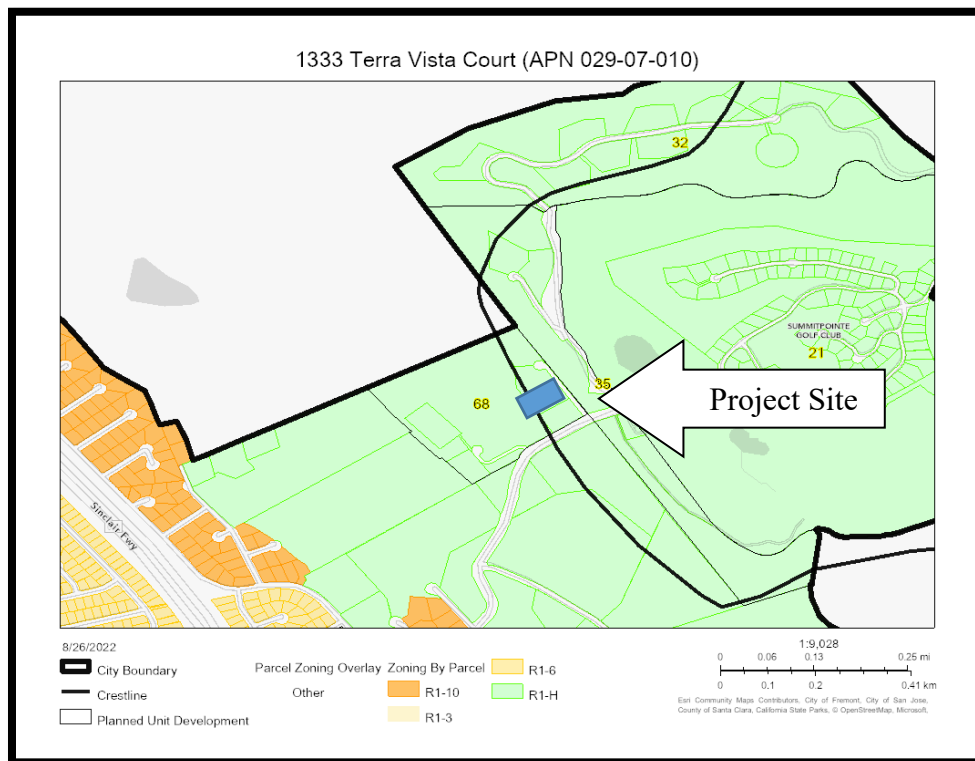
August 28, 2024

APPLICATION:	NEW HILLSIDE RESIDENCE - 1327 TERRA VISTA COURT (LOT 3) – P-SD23-0004 and P-PA24-0001: A request for an Amendment to the development standards for a single-family home within Planned Unit Development No. 68 (Countryside Estates) to deviate from the approved designs for that single-family home and a Site Development Permit to construct a 5,998 square-foot, one-and-a-half-story, single-family residence with an attached two-car garage on a 1-acre vacant site, located in the R1-H Single-Family Residential-Hillside Zoning District with a Site and Architectural (-S) Overlay at 1327 Terra Vista Ct. (Countryside Estates, Lot 3).
RECOMMENDATION:	Staff recommends that the Planning Commission open and close the public hearing, consider the exemptions in accordance with CEQA, and adopt Resolution No. 24-030, approving and recommending approval of Site Development Permit SD23-0004 and Planned Unit Development Amendment PA24-0001 to the City Council, subject to the attached Conditions of Approval.
LOCATION:	
Address/APN:	1327 Terra Vista Court (APN 029-07-011)
Area of City:	Northeastern portion of the City of Milpitas in the hillside area
PEOPLE:	
Project Applicant:	Kulwantbir Sandhu
Project Planner:	Randy Baez, Associate Planner
LAND USE:	
General Plan Designation:	Hillside Low-Density (HLD)
Zoning District:	Single Family Residential-Hillside (R1-H)
Planned Unit Development:	No. 68 (Countryside Estates)
Site Area:	1 acre
ENVIRONMENTAL:	Categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303(a) (New Construction or Conversion of Small Structures) and Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

Map 1
3D Aerial Project Location



Map 2
Zoning Map



BACKGROUND

History

On November 17, 1992, the City Council approved Planned Unit Development (PUD) No. 68 (Countryside Estates) to allow the construction of six hillside residential home sites on a 24.5-acre parcel. Each home site would be reviewed separately under the provisions of an “S” Zone Application or Site Development Permit and subject to a precise building envelope established by the PUD. To date, lots 2, 3 and 6 have been approved for development.

The Application

The following is a summary of the applicant’s request:

- *Site Development Permit:* To allow the development of a 5,998 square-foot, one-and-a-half story single-family residence with an attached two-car garage on a 1-acre vacant lot within the hillside. The proposal also includes a detached 985 square-foot accessory structure (Accessory Dwelling Unit), landscaping, and associated site improvements.
- *Planned Unit Development Amendment:* To allow for changes to exterior finishes and design to allow for a contemporary design for this lot, which will include patterned limestone, white stucco, decorative balustrade features throughout, and metallic roof shingles. The amendment also includes a change from a three-car garage to a two-car garage and an increase from a 4,000-5,000 square-foot dwelling to a 6,000 square-foot dwelling.

Process

In addition to satisfying the substantive and procedural requirements typically applicable to a Site Development Permit and Planned Unit Development Amendment, because of the project’s location within the Hillside Combining District (“H”), the application must be considered by both the Planning Commission and the City Council (Milpitas Municipal Code [MMC] Section XI-10-45.09) for conformance with the Hillside Site and Architectural Guidelines.

PROJECT DESCRIPTION

Overview

The Project site is an undeveloped 1-acre parcel located near the intersection of Country Club Drive and Terra Vista Court and within Planned Unit Development No. 68: Countryside Estates. The property and neighboring properties are zoned Single Family Residential – Hillside. The Project site is located on the east side of the hillside crest line. A vicinity map of the subject site location is shown on Map 1.

The first half-floor, totaling approximately 1,280-square feet will include the oversized two-car garage, storage, and a mechanical room. The garage will be accessed from a new driveway which will offer two uncovered parking stalls. In total, four onsite parking stalls are proposed. The second floor will contain five bedrooms, five bathrooms, a laundry room, family room, living room, kitchen, and a covered patio.

Location and Context

The Project site is located in the northeastern portion of the City of Milpitas in the hillside area on an undeveloped 1-acre parcel along Terra Vista Court. The subject property and all neighboring

properties are zoned Single-Family Residential-Hillside as shown in Map 2. Table 1 provides a summary of the Zoning and Land Use surrounding the site.

Table 1: Surrounding Zoning and Land Uses

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

PROJECT ANALYSIS

General Plan and Zoning Conformance

Milpitas General Plan 2040

The General Plan designation for the Project site is Hillside Low Density (HLD). The General Plan details the goals, objectives, and policies for the City's Hillside Area. It is characterized by gentle to steep slopes, grassy terrain with some chaparral and trees, wildlife, geologically unstable areas, the Ed R. Levin County Regional Park, and a feeling of remoteness from the more urban portions of the city. The Hillside Low Density designation allows a maximum of one (1) housing unit per gross acre. The Project is in conformance with the policies and standards in the City's General Plan policies, as outlined in Table 2.

Table 2: General Plan Consistency

Policy	Conformance
<i>CD 7-1 Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	Consistent. The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints, as the Project site is located over 50 feet east of the crestline. Project Plan sheet A-4 illustrates how the proposed residence will not obstruct panoramic public views from and of the hillsides.
<i>CD 7-2 Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	Consistent. The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut to 357 cubic yards and fill to 256 cubic yards for both construction phases. The

	total earthwork exported will be 101 cubic yards to accommodate the home's footprint and meet the grade requirements minimize visibility from the valley floor.
CD 7-3 <i>Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	Consistent. Minimal contour grading will be required for the construction of the new residence due to its siting on the flattest areas of the lot. All new contours are designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
CD 7-4 <i>Avoid mass graded pads within hillside areas. Smaller steps or grade changes should be used over single, large, slope banks to the greatest extent feasible.</i>	Consistent. The building pad is proposed at the flattest portion of the lot and will only necessitate minimal grading to accommodate the residence. Grading has been minimized as much as feasibly possible in the Project, in that the site follows the site's natural contours in an effort to preserve the natural terrain quality.
CD 7-5 <i>Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	Consistent. No changes are proposed to the existing land use and zoning designation, as the subject site is to be used as a single-family residence.
CD 7-6 <i>Require hillside development to incorporate architecture, scale, massing, building form, building color, roof materials, and landscaping to reflect the natural hillside setting.</i>	Consistent. The proposed Project's building design and earth tone materials and colors will blend into the rural environment and includes a roof design that follows the existing slope of the lot, thereby reducing the massing and scale of the new two-story residence. The exterior facade will include materials such as gray board and batten siding, beige stone veneer, bronze fiberglass windows, and a gray composite asphalt shingle roof. As demonstrated by Materials Sheets A09 in Attachment B (Project Plans), the 3D renderings show the new residence with its proposed earth-toned colors and materials that bring together the natural hillside topography of the lot. Additionally, the proposed landscaping materials are consistent with the Hillside Landscaping Ordinance.

Development Standards

The site is located in the R1-H Single-Family Residential-Hillside Combining District. The “H” Zoning District promotes and encourages the orderly development of the hillside area of the City

by the application of regulations and requirements established to meet the particular constraints associated with the development of hillside areas, including, but not limited to, geologic problems, slope, safe access, and visibility.

Per MMC Section XI-10-45.17-3, the subject parcel is less than 3.0-acres, which allows for the smallest maximum size for the main residence and the least amount of impervious surface coverage compared to parcels over this acre threshold. The Project applicant chose to conform to development standards within its maximum limitations. Table 3 demonstrates the Project's consistency with the applicable development standards of the R1-H zone and PUD No. 68.

Table 3: Summary of Development Standards

Standards	Hillside & PUD 68 Requirements	Proposed	Complies
Front Setback	25 ft. minimum when avg. slope is <16%. Otherwise, 40 ft. minimum	41 ft. and 4 inches from the property line	Yes
Side Yard Setback	40 ft. minimum	40 ft. and 5 in. on south; 43 ft. and 9 in. on north.	Yes
Rear	40 ft. minimum	128 ft. and 9 inches	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres)	5,998 sq. ft.	Yes
Impervious Surfaces	8,000 sq. ft. maximum (lots < 3 acres)	7,579 sq. ft.	Yes
Building Height (Maximum)	17 ft. west of crestline; 27 ft. east of crestline / 1 ½ stories	1 ½ story or 27 feet	Yes
Parking	Four spaces required	Four spaces (two inside garage & two outside)	Yes
Fence Height and Materials	Height: 54 inches (4.5 ft.) Material: Wood (Exceptions allowed for metal fences)	Height: 3.5 ft. Material: Openwork wood (75% or more open)	Yes
Crestline Zone of Protection	Within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line	Within 300 ft east of the crestline, not visible from the three closest viewpoints nor does the height of the structure extend into the crestline site line	Yes

Due to the subject property's location, the Project is also required to comply with the development standards in the City's Hillside Combining District. Per MMC Section XI-10-45.09-7 of the Zoning Ordinance, the Planning Commission and City Council shall consider the following guidelines in its review. Staff has determined the Project to be consistent with the Hillside Architectural Guidelines as demonstrated in Table 4 below.

Table 4: Hillside Zoning Ordinance Compliance

Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
<i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i>	Consistent. Due to the proposed location and minimal scale of the home relative to the maximum allowable size outlined in Table 3, the development will not substantially interfere with views and privacy to adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 27-feet, and substantially set back from adjacent property lines to the north and south, which minimizes interference with views and privacy. Additionally, the lot to the west is dedicated as Common Area only and will not be developed with future residential uses.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	Consistent. The Project site is currently vacant and undeveloped and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut to 357 cubic yards and fill to 256 cubic yards, with a net export of 101 cubic yards. Minimal landscaping is also proposed, including 17 mid-size trees and various flowering plants, ground cover, succulents and shrubs.
<i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i>	Consistent. The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the perception of bulk within the one-and-a-half-story residence. The overall building footprint of the main residence on the 1-acre lot is consolidated into one area, and the remaining portions of the lot will remain undeveloped except for the proposed ADU. The exterior facade is composed of smooth-finished white stucco, natural white limestone,

Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
	dark aluminum windows, and decorative balustrade on balconies and stairs. As demonstrated by 3D Renderings Sheet A-15 and Materials Sheet A-16 in Attachment B (Project Plans), the images show the new residence with its proposed earth-toned colors and materials that bring together the natural hillside topography of the lot.
<i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	Consistent. The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has minimally pitched roof systems that could be used to utilize future solar energy. With regards to adjacent properties, the lot to the west is reserved as Common Area and the residences to the east are located greater than 429 feet away. As such, the proposed main residence will not cause an impairment to the adjacent properties access to light and air.
<i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	Consistent. The proposed location of the main dwelling is where the existing lot is most flat, and grading is limited to 357 cubic yards of necessary cut to accommodate the one-and-a-half-story dwelling and 256 cubic yards of the grading will be repurposed as fill. All cubic yards of cut will be repurposed, resulting in a net export of only 101 cubic yards. Furthermore, no grading is proposed in the crestline zone of protection, and grading is limited to the footprint of the home and rear patio area. The proposed landscape plan includes a variety of flowers, shrubs, succulents, and trees. As demonstrated in Attachment B (Project Plans), these plans are consistent with the grading/landscaping requirements within the Hillside Ordinance

Planned Unit Development Amendment

The Project is also located within PUD 68, which establishes total allowable square footage, total allowable grading, size of the garage, and exterior finish materials. Per PUD No. 68 (adopted November 1992), the lot shall have a 3-car garage, 4,000-5,000 square feet of total allowable square footage for the residential structure, and only permit certain types of exterior finishes.

Staff has determined through analysis and research that PUD No. 68, also known as Countryside Estates, which was established to regulate the construction of six custom homes, is no longer reflective of the current development patterns of the Bay Area.

Staff recommends amending the PUD for this lot to allow for an increase in residential square footage, a modification for a two-car garage instead of a three-car garage, and proposed changes in exterior finishes. In order to approve such changes, the Planning Commission must make the finding that these changes will not be detrimental to the light, air or privacy of any other structure or use currently existing or anticipated.

Site & Architectural Design

The Project is designed in a modern Palazzo style, which adds to the architectural diversity of the neighborhood. The exterior materials are composed of smooth-finished white stucco, natural white limestone, dark aluminum windows, metal roof tiles, and decorative balustrade on balconies and stairs. The articulation of the architectural forms blending with a variety of finishes creates an attractive front elevation, along with an integrated driveway pattern using pervious pavers that enhances the house and the neighborhood. All exterior materials and finishes work together as a palette of earth tone colors creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences and within an earth tone range.

Grading and Landscaping

Due to the sloped lot and vehicular access requirements, the applicant has requested that the site be graded in order to make the site feasible for residential development. In an effort to limit the amount of ground to be removed, the applicant has proposed a site plan which locates the proposed home on the flattest portion of the site. Given the steep slope of the lot, grading was required to accommodate a one-and-a-half-story home with rear yard access. Although the home is one-and-a-half stories, there are two floors. To minimize grading, the rear yard entry is located on the second floor, which requires considerably less grading than having the exit on the first floor. However, due to the property slope and proximity to the crestline, the Project will result in 357 cubic yards of cut and 256 cubic yards of fill for the construction of a new home and the required grade at the driveway for firetruck access. All cubic yards of cut will be repurposed, resulting in a net export of only 101 cubic yards. Furthermore, no grading is proposed in the crestline zone of protection, and grading is limited to the footprint of the home and rear patio area. The proposed landscape plan includes a variety of flowers, shrubs, succulents, and trees. As demonstrated in Attachment B (Project Plans), these plans are consistent with the grading/landscaping requirements within the Hillside Ordinance.

Crestline Zone of Protection

In an effort to protect the quality of views of the hills from the valley floor, development standards related to the crestline have been incorporated into the Zoning Code. Per MMC Section XI-10-45.06, the purpose of the crestline zone of protection is to preserve the natural quality of the crestline and the slopes immediately below, when viewed from the valley floor. In addition, Section 45.06-2 states that, in the area within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line. An exhibit was given to the applicant demonstrating the location of prominent crestlines identified by the City. Specifically, designated viewpoints VP2, VP4, and VP5 were included within this

analysis. As demonstrated in plan Sheets A-3 and A-4, the Project will not be visible from the valley floor, and therefore, is compliant with the Crestline Zone of Protection.

FINDINGS FOR APPROVAL (OR DENIAL)

A finding is a statement of fact relating to the information that the Planning Commission has considered in making a decision. Findings shall identify the rationale behind the decision to take a certain action. Based on substantial evidence in the public record, Staff has found that the proposed project is consistent with the General Plan, Zoning Ordinance, and all required Findings.

Site Development Permit Findings (Section XI-10-57-03-1(F))

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

As described within the staff report, the development's architectural design and site planning are aesthetically compatible with the neighboring properties, and the on-site grading plan minimizes changes to the natural topography. The proposed single-family residence incorporates earth tone colors and materials that complement both the site and existing neighborhood. The new residence will be located on a rectangular, down sloping lot where the primary structure is situated on the flattest portion of the lot. The Project will have two floors and outdoor amenities including a lattice patio cover terraced down into the hillside towards the front portion of the lot. The layout of the residence, together with the natural sloped topography of the lot, maximizes privacy for the homeowners and minimizes views into adjacent properties. The home will also be built within its size limitations per the Hillside Zoning Ordinance.

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

As described in Table 3 above, the proposed home meets the development standards in the Single-Family Hillside Zoning District and Countryside Estates PUD No. 68 for setbacks, height requirements, and landscaping and is requesting an amendment to PUD No. 68 for exterior finishes, building square footage, and size of the garage. As described within the staff report and demonstrated in Table 4 of the staff report, the proposed single-family residence is consistent with the development standards of the Milpitas Zoning Ordinance for the R1-H Single-Family Residential-Hillside Zoning District for setbacks, height requirements, and landscaping. The Project will be consistent with fencing and grading requirements with Planning Commission approval of the grading plan per MMC XI-10-45.18(b).

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

As demonstrated in Table 2 of the staff report, the Project is consistent with the existing Hillside General Plan policies of the City of Milpitas. The proposed residence is designed to fit in with the existing natural topographic features of the property with minimized grading and a terraced design. The proposed residence will have little to no visual impact as viewed from the valley floor as it will be shielded by an existing hill and is located on the northeastern edge of the City. The scale, mass, building form, and overall design of the new Hillside residence

will be similar to other single-family residences in the Hillside and will utilize earth toned colors and features. The Project is particularly consistent with Milpitas General Plan Policy CD 7- 5, which states to limit new development in the Hillside Area to only to Very Low Density Residential, open space and park uses. The Project meets this finding, as the site is a part of an approved Planned Unit Development, which subdivided lots planned for clustered housing.

Planned Unit Development (Section XI-10-54.07(B)(6)(a-d))

- 1. The proposed development will result in an intensity of land utilization no higher than and standards of open spaces at least as high as permitted or specified otherwise for such development in the General Plan, Zoning Ordinance and Subdivision ordinance.*

The permit amendment, along with the Project, will result in an intensity no higher than and standards of open space at least as high as permitted, in that the PUD requirements mirror the Hillside combining zoning requirements, in regards to land utilization, planting, irrigation, and open space. This standard has been met.

- 2. The development will not create traffic congestion pursuant to the California Environmental Quality Act (CEQA). However, if traffic congestion is created by the proposed development, the traffic impacts will be mitigated by traffic improvements proposed by the developer or by funding capital projects and by on-site provisions for traffic circulation and parking or, if it cannot be mitigated, the Planning Commission and City Council shall issue any necessary findings pursuant to CEQA.*

The Project associated with the PUD permit amendment, will not create traffic congestion that will significantly and negatively affect existing traffic operations. This standard has been met.

- 3. For residential development in the Valley Floor Planning Area, as defined in the Milpitas General Plan Land Use Element, the maximum dwelling unit density per gross acre shall be the upper limit of the corresponding General Plan density range within each zoning designation. In the case of the Valley Floor Planning Area residential developments proposed on land zoned "R3" (Multiple Family Residential) an overall density of up to forty (40) units per gross acre can be approved if the following criteria are found by the City Council to be met.*

The proposed PUD permit amendment shall not have any effect on residential development density. This standard has been met.

Furthermore, in order to grant a Planned Unit Development amendment, the following findings are hereby made pursuant to Milpitas Municipal Code Section XI-10-54.07(B)(6)(d):

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

The amendment, along with the Project, will result in a public benefit by modifying the PUD to conform with current development standards and allow flexibility for a smaller garage, more square footage for the residential structure, and changes to the exterior, without being detrimental to the light, air or privacy of any other structure or use currently existing or anticipated. Furthermore, the Planning Commission has already approved similar increases to the maximum allowed square footage within this PUD for Lot 2 and 4 entitlements.

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

The amendment, along with the Project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 2 above.

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

The architectural design and site planning of the proposed home are aesthetically compatible with the neighboring homes, with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is tucked into the hillside as to not draw attention to it when viewing from the valley floor. All exterior materials and finishes work together as a palette of earth tone colors, creating harmony with the surroundings. The colors and materials of the proposed Palazzo design are complementary to the neighboring residences. Additionally, the proposed home is on a 1-acre parcel sitting at a minimum of 40 feet set back from all property lines, with a minimum of 80 feet between the closest neighboring home, and therefore will not interfere with privacy.

ENVIRONMENTAL REVIEW

The proposed Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303(a) (New Construction or Conversion of Small Structures) and Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning) as it involves the construction of a single-family residence that is consistent with the General Plan and R1-H Zoning District.

PUBLIC COMMENT/OUTREACH

Staff provided public notice for the application in accordance with City and State public noticing requirements. At the time of writing this report, there have been no inquiries from the public. A notice was published in the Milpitas Post on August 16, 2024. In addition, 16 notices were sent to owners and occupants within 300 feet of the project site. A public notice was also provided on the project site, on the City's Website, www.milpitas.gov, and posted at City Hall.

RECOMMENDATION

STAFF RECOMMENDS THAT the Planning Commission:

1. Open the Public Hearing to receive comments;
2. Close the Public Hearing; and

3. Adopt Resolution 24-030, approving and recommending the City Council approve Site Development Permit No. SD23-0004 and Planned Unit Development Amendment P-PA24-0001, to allow the development of a single-family residence in the R1-H Single-Family Residential Hillside Zoning District, subject to the findings and attached Conditions of Approval.

ATTACHMENTS

A: Resolution 24-030

B: Project Plans

RESOLUTION NO. 24-030

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS APPROVING AND RECOMMENDING APPROVAL OF SITE DEVELOPMENT PERMIT NO. SD23-0004 AND PLANNED UNIT DEVELOPMENT AMENDMENT P-PA24-0001 TO THE MILPITAS CITY COUNCIL TO DEVELOP A NEW HILLSIDE HOME ON A VACANT 1-ACRE SITE LOCATED AT 1327 TERRA VISTA COURT (APN: 029-07-011)

WHEREAS, on March 7, 2023, an application was submitted by Kulwantbir Sandhu (“Applicant” or “Permittee”), for a Site Development Permit (SD23-0004) entitlement and Planned Unit Development Amendment (P-PA24-0001) to allow development of a 5,998 square-foot, single-family residence up to 27 feet (two stories) in height, with a 1,280 square-foot attached garage and mechanical room, landscaping, and associated site improvements on a vacant 1-acre site at 1327 Terra Vista Ct. (APN: 029-07-011) (the “Project”). The Project site is zoned Single Family Residential – Hillside and located within Planned Unit Development No. 68 (Countryside Estates); and

WHEREAS, the Planning Division completed an environmental assessment for the Project in accordance with the California Environmental Quality Act (CEQA), which assessment determined that the Project is exempt from CEQA review pursuant to Section 15303 (New Construction and Conversion of Small Structures) of the CEQA Guidelines and, as a separate and independent basis, Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning) of the CEQA Guidelines; and

WHEREAS, on August 28, 2024, a duly noticed public hearing was held by the City of Milpitas Planning Commission on the subject application, at which time all those in attendance were given the opportunity to speak on the Project; and

WHEREAS, the Planning Commission has considered all of the written and oral testimony presented at the public hearing in making its decision; and

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

SECTION 1: Recitals

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

SECTION 2: CEQA Finding

The project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15303(a) for “New Construction or Conversion of Small Structures including one single-family residence, or a second dwelling unit in a residential zone,” because it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. The Project’s proposed new construction of a single-family residence and its accessory structure are within a residentially zoned area on a legal parcel and none of the exceptions, as specified in Section 15300.2 of the CEQA Guidelines that would preclude applicability of this exemption are present. As a separate and independent basis, the Project is exempt from Section 15183 of the CEQA Guidelines as a project consistent with a community plan, general plan or zoning in that it is consistent with the development density established in the Milpitas General Plan and the applicable zoning and there are no project-specific significant effects which are peculiar to this project or its site.

SECTION 3: Site Development Permit Findings (Section XI-10-57.03(F)(1)) - *The Planning Commission makes the following findings based on the evidence in the public record in support of Site Development Permit No. SD23-0004:*

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

As described within the staff report, the development's architectural design and site planning are aesthetically compatible with the neighboring properties, and the on-site grading plan minimizes changes to the natural topography. The proposed single-family residence incorporates earth tone colors and materials that complement both the site and existing neighborhood. The new residence will be located on a rectangular, down sloping lot where the primary structure is situated on the flattest portion of the lot. The Project will have two floors and outdoor amenities including a lattice patio cover terraced down into the hillside towards the front portion of the lot. The layout of the residence, together with the natural sloped topography of the lot, maximizes privacy for the homeowners and minimizes views into adjacent properties. The home will also be built within its size limitations per the Hillside Zoning Ordinance.

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

As described in Table 3 of the staff report, the proposed home meets the development standards in the Single-Family Hillside Zoning District and Countryside Estates PUD 68 for setbacks, height requirements, and landscaping and is requesting an amendment to PUD 68 for exterior finishes, building square footage, and size of the garage. As described within the staff report and demonstrated in Table 4 of the staff report, the proposed single-family residence is consistent with the development standards of the Milpitas Zoning Ordinance for the R1-H Single-Family Residential-Hillside Zoning District for setbacks, height requirements, and landscaping. The Project will be consistent with fencing and grading requirements with Planning Commission approval of the grading plan per MMC XI-10-45.18(b).

Table 1:
Summary of Development Standards

Standards	Hillside Requirements	Proposed	Complies
Front Yard Setback	25 ft. minimum when avg. slope is <16%. Otherwise, 40 ft. minimum	41 ft. 4 in.	Yes
Side Yard Setback	40 ft. minimum	40 ft. and 5 in. on south; 43 ft. and 9 in. on north	Yes
Rear Yard Setback	40 ft. minimum	128 ft. and 9 in.	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres)	5,998 sq. ft.	Yes
Impervious Surfaces	10,000 sq. ft. maximum (lots < 3 acres)	7,579 sq. ft.	Yes
Building Height (maximum)	27 ft. east of crestline	27 ft.	Yes
Parking	Main Residence - Five spaces required	Four spaces (two inside garage & two outside)	Yes
Fence Height and Materials	Height: 54 inches (4.5 ft.) Material: Wood	Height: 3.5-ft	Yes

Standards	Hillside Requirements	Proposed	Complies
		Material: Openwork wood (75% or more open)	
Grading	Grading plans greater than 500 cubic yards (cy), but less than 1,500 cy requires Planning Commission approval	Cut: 357 cy Fill: 256 cy Export: 101 cy	Yes, with Planning Commission approval per MMC XI-10-45.18(b)

Due to the subject property's location, the Project is also required to comply with the development standards in the City's Hillside Combining District. Per Section XI-10-45.09-7 of the Zoning Ordinance, the Planning Commission and City Council shall consider the following guidelines in their review of proposed new development. Staff has determined the home to be consistent with the Hillside Architectural Guidelines as demonstrated below. See Table 2 for consistency.

Table 2:
Hillside Zoning Ordinance Compliance

Site and Architectural Guidelines <i>Section XI-10-45.09-7</i>	Consistency Finding
<i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i>	Consistent. Due to the proposed location and minimal scale of the home relative to the maximum allowable size outlined in Table 3, the development will not substantially interfere with views and privacy to adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 27-feet, and substantially setback from adjacent property lines to the north and south, which minimizes interference with views and privacy. Additionally, the lot to the west is dedicated as Common Area only and will not be developed with future residential uses. New proposed landscaping and wood fencing for the Project will also provide additional privacy screening.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	Consistent. The project site is currently vacant and undeveloped and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut to 357 cubic yards and fill to 256 cubic yards, with a net export of 101 cubic yards. Minimal landscaping is also proposed, including 17 mid-size trees and various flowering plants, ground cover, succulents and shrubs.
<i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i>	Consistent. The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the perception of bulk within the one-and-a-half-story residence. The overall building footprint of the main residence on the 1-acre lot is consolidated, and the remaining portions of the lot will also remain undeveloped except for the

Site and Architectural Guidelines <i>Section XI-10-45.09-7</i>	Consistency Finding
	proposed ADU. The exterior facade is composed of smooth-finished white stucco, natural white limestone, dark aluminum windows, and decorative balustrade on balconies and stairs. As demonstrated by 3D Renderings Sheet A-15 and Materials Sheet A-16 in Attachment B (Project Plans), the images show the new residence with its earth-toned proposed colors and materials that brings together the natural hillside topography of the lot.
<i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	Consistent. The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has minimally pitched roof systems that could be used to utilize future solar energy. With regards to adjacent properties, the lot to the west is reserved as Common Area and the residences to the east are located greater than 429 feet away. As such, the proposed main residence will not cause an impairment to the adjacent properties access to light and air.
<i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	Consistent. The proposed location of the main dwelling is where the existing lot is most flat, and grading is limited to 357 cubic yards of necessary cut to accommodate the one-and-a-half-story dwelling and 256 cubic yards of the grading will be repurposed as fill.

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

As demonstrated in Table 3 below, the Project is consistent with the existing General Plan policies of the Milpitas 2040 General Plan:

Table 3:
General Plan Consistency

Policy	Conformance
CD 7-1 <i>Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	Consistent. The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints, as the project site is located over 50 feet east of the crestline. Project Plan sheet A-4 illustrates how the proposed residence will not obstruct panoramic public views from and of the hillsides.
CD 7-2 <i>Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	Consistent. The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut to 357 cubic yards and fill to 256 cubic yards for both construction phases. The total earthwork exported will

	be 101 cubic yards to accommodate the home's footprint and meet the grade requirements to not be visible from the valley floor.
CD 7-3 <i>Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	Consistent. Minimal contour grading will be required for the construction of the new residence due to its siting on the flattest areas of the lot. All new contours will be designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
CD 7-4 <i>Avoid mass graded pads within hillside areas. Smaller steps or grade changes should be used over single, large, slope banks to the greatest extent feasible.</i>	Consistent. The building pad is proposed at the flattest portion of the lot and will only necessitate minimal grading to accommodate the residence. Grading has been minimized as much as feasibly possible in the Project, in that the site follows the site's natural contours in an effort to preserve the natural terrain quality.
CD 7-5 <i>Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	Consistent. No changes are proposed to the existing land use and zoning designation for the subject site to be used as a single-family residence. Prior to construction of the residence, all proposed Project construction and operational details will be reviewed thoroughly by applicable Departments during the building permit review process. The building permit application will be reviewed with the latest adopted State and local building and development codes, which will include standard requirements such as Construction Best Management Practices (BMPs) and an erosion and sediment control plan to control runoff onto adjacent properties.
CD 7-6 <i>Require hillside development to incorporate architecture, scale, massing, building form, building color, roof materials, and landscaping to reflect the natural hillside setting.</i>	Consistent. The proposed Project's building design and earth tone materials and colors will blend into the rural environment and includes a roof design that follows the existing slope of the lot, thereby reducing the massing and scale of the new two-story residence. The exterior facade will include materials such as gray board and batten siding, beige stone veneer, bronze fiberglass windows, and a gray composite asphalt shingle roof. As demonstrated by Materials Sheets A09 in Attachment B (Project Plans), the 3D renderings show the new residence with its earth-toned proposed colors and materials that bring together the natural hillside topography of the lot. Additionally, the proposed landscaping materials are consistent with the Hillside Landscaping Ordinance.

As described above, the Project is compatible and consistent with the surrounding uses and has been found to conform to the intent of the Milpitas 2040 General Plan designation. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

SECTION 4: Planned Unit Development (Section XI-10-54.07(B)(6)(a-d)):

1. *The proposed development will result in an intensity of land utilization no higher than and standards of open spaces at least as high as permitted or specified otherwise for such development in the General Plan, Zoning Ordinance and Subdivision ordinance.*

The permit amendment, along with the Project, will result in an intensity no higher than and standards of open space at least as high as permitted, in that the PUD requirements mirror the Hillside combining zoning requirements, in regards to land utilization, planting, irrigation, and open space. This standard has been met.

2. *The development will not create traffic congestion pursuant to the California Environmental Quality Act (CEQA). However, if traffic congestion is created by the proposed development, the traffic impacts will be mitigated by traffic improvements proposed by the developer or by funding capital projects and by on-site provisions for traffic circulation and parking or, if it cannot be mitigated, the Planning Commission and City Council shall issue any necessary findings pursuant to CEQA.*

The Project associated with the PUD permit amendment, will not create traffic congestion that will significantly and negatively affect existing traffic operations. This standard has been met.

3. *For residential development in the Valley Floor Planning Area, as defined in the Milpitas General Plan Land Use Element, the maximum dwelling unit density range within each zoning designation. In the case of the Valley Floor Planning Area residential developments proposed on land zoned "R3" (Multiple Family Residential) an overall density of up to forty (40) units per gross acre can be approved if the following criteria are found by the City Council to be met.*

The proposed PUD permit amendment shall not have any effect on residential development density. This standard has been met.

Furthermore, in order to grant a Planned Unit Development amendment, the following findings are hereby made pursuant to Milpitas Municipal Code Section XI-10-54.07(B)(6)(d):

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

The amendment, along with the Project, will result in a public benefit by modifying the PUD to conform with current development standards and allow flexibility for a smaller garage, more square footage for the residential structure and changes to the exterior, without being detrimental to the light, air or privacy of any other structure or use currently existing or anticipated. Furthermore, the Planning Commission has already approved similar increases to the maximum allowed square footage within this PUD for Lot 2 and 4 entitlements.

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

The amendment, along with the Project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 2 above.

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

The architectural design and site planning of the proposed home are aesthetically compatible with the neighboring homes, with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is tucked into the hillside as to not draw attention to it when viewing from the valley floor. All exterior materials and finishes work together as a palette of earth tone colors, creating harmony with the surroundings. The colors and materials of the proposed Palazzo design are complementary to the neighboring residences. Additionally, the proposed home is on a 1-acre parcel sitting at a minimum of 40 feet set back from all property lines, with a minimum of 80 feet between the closest neighboring home, and therefore will not interfere with privacy.

SECTION 5: The Planning Commission of the City of Milpitas hereby approves and recommends the City Council approve Site Development Permit No. SD23-0004 and Planned Unit Development Amendment P-PA24-0001 to allow the development of a single-family residence in the R1-H Single-Family Residential-Hillside Zoning District at 1327 Terra Vista Court, based on the above findings and subject to the Conditions of Approval in the proposed Site Development

Permit No. P-SD23-0004 and Planned Unit Development Amendment P-PA24-0001 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 August 28, 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 August 28, 2024, and carried by the following roll call vote:

COMMISSIONER	AYES	NOES	ABSENT	ABSTAIN
Mercedes Albana	✓			
Dipak Awasthi	✓			
Michael Caulkins	✓			
Chia Ling Kong	✓			
Alexander Galang	✓			
Sonia Medina-Ashby	✓			
Parveen Gupta	✓			

**SITE DEVELOPMENT PERMIT NO. P-SD23-0004
PLANNED UNIT DEVELOPMENT AMENDMENT NO. P-PA24-0001
1327 TERRA VISTA COURT (APN 029-07-011)**

The City of Milpitas Planning Commission approves Site Development Permit No. SD23-0004 and Planned Unit Development Amendment P-PA24-0001 in accordance with Sections X1-10-45.09, XI-10-57.03, and XI-10-54.07(B)(6)(a-d) of the Milpitas Municipal Code, subject to and conditioned upon all applicable State and local laws and regulations and the Conditions of Approval outlined below. This Site Development Permit is to allow the issuance of building permits for the proposed development of a 5,998-square foot, single-family residence, up to two stories in height, with a 1,280 square-foot attached garage and mechanical room (“Project”) on a vacant 1-acre hillside lot located within the R1-H Single-family Residential Hillside Zoning District at 1327 Terra Vista Court (APN: 029-07-011), subject to all necessary reviews, approvals, studies, and inspections for the issuance of such building permits. This Planned Unit Development Amendment is to amend Planned Unit Development No. 68 for this lot to allow the proposed changes to exterior finishes and design for a modern Palazzo style, reduction from a three-car to a two-car garage, and increase from a 4,000 to 5,000 square-foot dwelling to a maximum 6,000 square-foot dwell as allowed by and subject to all laws and standards.

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

General Conditions

1. General Compliance. The applicant, including all successors in interest (collectively “Permittee”) shall comply with each and every condition set forth in this Permit. Site Development Permit No. SD23-0004 and Planned Unit Development Amendment No. PA24-0001 (“Permit”) shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed and this Resolution has been recorded by the Permittee with the Santa Clara County’s Recorder Office and a copy shall be provided to the Planning Department. **(P)**
2. Modifications to Project. Any deviation from the approved site plan, floor plans, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or designee. If the Planning Director or designee determines that the deviation is significant, the Permittee shall be required to apply for review and obtain approval of the Planning Commission, in accordance with the Zoning Ordinance. **(P)**
3. Effective Date. Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the decision-making body approved this Permit. **(P)**
4. Acceptance of Permit. Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
 - a. Acceptance of this Permit by Permittee; and
 - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
5. Permit Expiration. Pursuant to Section XI-10-64.06 of the Milpitas Zoning Code, this Permit shall become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Zoning Code, an activity permitted by this Permit shall be deemed to have commenced when the Project:
 - a. Completes a foundation associated with the Project; or
 - b. Dedicates any land or easement as required from the zoning action; or
 - c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.

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

6. Time Extension. Pursuant to Section XI-10-64.07 of the Milpitas Zoning Code, unless otherwise provided by State law, Permittee shall have the right to request a one-time extension of the Permit if the request is made in writing to the Planning Division prior to the expiration date of the approval. **(P)**
7. Project Job Account. If Permittee's project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee's private job account is paid in full and the required deposit has been made. Additionally, prior to the issuance of any building permit or occupancy permit, as applicable, Permittee shall pay in full the project account balance and establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit. **(ALL)**
8. Notice. Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the applicant may file a protest has begun under California Government Code Section 66020(d)(1). **(P)**
9. Cost and Approval. Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the Project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. Permittee shall pay all required fees and charges to City at the rate in effect at time of building permit issuance, or, the rate in effect when the fees and charges are due and paid in full to City. There is no vesting of any fees or charges with the adoption of this Resolution. **(P)**
10. Conditions. Each and every condition set forth in this Exhibit shall apply to the Project and continue to apply to the Project so long as the Permittee is operating the Project under the permits and approvals in this Resolution. **(P)**
11. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. **(CA/P)**
12. Previous Approvals. Permittee shall abide by 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. **(ALL)**
13. Indemnification. To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the Project, including but not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use, or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. **(CA)**
14. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Zoning Code. **(P)**
15. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable. **(ALL)**
16. 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)**

17. Development in Conformance with Approved Plans: Permittee shall develop the approved Project in conformance with the plans dated **June 16, 2023** and approved by the City Council on the date of the signed City Council Resolution, in accordance with these Conditions of Approval. Any deviation from the approved site plan, elevations, materials, colors, landscape plan or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, the owner or designee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**
18. 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)**
19. Prior to the issuance of a building permit, the owner or designee shall include, within the four first pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the Project. **(P)**
20. Streets shall be designed to generally follow the contours and landform in order to minimize cut and fill. Exposed walls facing roadways and retaining walls shall be no greater than six feet in height. Crib walls facing roadways shall be no greater than 15 feet in height. **(P)**
21. Landscaping coverage and stabilization of graded slopes shall be selected and designed to be compatible with surrounding natural vegetation or to replace removed natural vegetation and should recognize climate, soil, and ecological characteristic of the region. Plant materials that require excessive water after becoming established should be avoided. **(P)**
22. Within six months, or such other period established by the Planning Commission, after the commencement of grading activities, all graded areas not covered by an impervious surface shall be stabilized in such manner as shall be approved by the Planning Director. **(P)**
23. The proposed home is located east of the Crestline and is subject to a maximum height of 1.5 stories or 27 feet. **(P)**
24. Trees which have a six inch or greater diameter trunk size at a point three feet above grade may not be removed without obtaining prior approval from the City. The location of all such trees shall be shown on all plans submitted for approval. The Planning Commission, upon review of an "S" Zone application approval, shall have the power to authorize removal, relocation or replacement if the Permittee can show that such requirement is unreasonable as applied to the particular property. If the removal is permitted, the replacement of any trees removed pursuant to this section shall be at a five to one (5:1) ratio. **(P)**
25. Where two cut-or-fill slopes intersect, the intersection shall be horizontally rounded and blended. **(P)**
26. Where any cut-or-fill slopes intersect the natural grade, the intersection of each slope shall be vertically and/or horizontally rounded and blended. **(P)**
27. Prior to Building Permit Issuance, the applicant must demonstrate proof in accordance with "Special Conditions – P.U.D. No. 68 and Vesting Tentative Map "Countryside Estates," that the development at "1327 Terra Vista Ct." will be serviced by a fire hydrant that meets the minimum water demand of 1,500 hydrant fire flow to the satisfaction of the Deputy Fire Chief, or his designee. **(P)**

FIRE DEPARTMENT CONDITIONS

The plans approved by the Planning Department process are not building plans and have not been reviewed nor approved for conformance to the California Building Code (CBC), California Fire Code (CFC) and the Milpitas Municipal Code (MMC). Do not consider this set of plans as final building plans approved by the Fire Department. Building plans must be submitted for review and approval before construction is to commence. The following notes are a general list of the applicable code requirements (2022) and are provided to assist with the building permit process. Please note that these are not all inclusive. All applicable Building, Fire and Municipal Code requirements must be met in advance of any building permit approvals or related construction. Planning review done under the submittals on November 27, 2023 with revision 2.

27. Electronic documents. The fire code official may require electronic base documents for all construction documents and operational permits. The fire code official shall designate the software base format for the electronic documents. CFC Section 106.2.1, added by MMC Section V-300-2.28, and CFC Section 106.1.1
28. Automatic Fire Sprinkler Requirements. An automatic sprinkler system shall be provided throughout the new dwellings (main, guest ADU, accessory structure), inclusive of basements and garages. Milpitas Municipal Code Section V-300-2.69, CFC Section 903.2.8
29. Fire Department access. Sheets A11 shows an acceptable Fire Dept. apparatus access. Driveway is not part of the fire apparatus access road. Fire apparatus access roads shall be provided for every building hereafter constructed when any portion of an exterior wall of the first story is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building. Fire apparatus access shall meet the following:
- 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.
Allowed the increase of about 10 percent of the required extension in the hose reach based on the exception provided in accordance with 2022 CFC 503.1.1.
Architectural plans showing the fire access at the west side of the building (similar to 3D rendering 1/A15 shall be reflected on all plans during permitting.)
 - The private road shall be designed for fire apparatus access. Fire Access Dimensions, fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm). CFC Section 503.2.1
- Exception:
Milpitas Municipal Code XI-10-45.11
45.11-1 Privately owned and maintained access from the public road to each single-family dwelling shall be a minimum of fourteen (14) feet in width. Turning radius shall be designed to meet the Fire Department's requirements.
45.11-2 Turnout space shall be provided on driveways over one hundred fifty (150) feet in length with a maximum spacing of one hundred fifty (150) feet if driveway is less than eighteen (18) feet wide.
45.11-3 Turnaround. All dwelling units shall provide an on-site area for vehicles to turn around if served by a driveway over one hundred fifty (150) feet in length to meet Fire Department's requirements.
45.11-4 Vertical Clearance. All privately owned and maintained roads and drives shall assure a minimum fourteen (14) foot vertical clearance.
30. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather capabilities. Bearing capacity for the driveway and the entry drive court shall be designed to provide a minimum of 75,000 lbs bearing capacity for the fire apparatus. CFC Section 503.2.3, D102.1
31. The grade (maximum 10%) of the fire apparatus access road shall be within the limits established by the fire code official based on the fire department's apparatus. CFC Section 503.2.7
32. ACCESS CONTROL DEVICES. When access control devices including bars, grates, gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department emergency access to the building, are installed, such devices shall be approved by the fire code official. All access control devices shall be provided with an approved means for deactivation or unlocking by the fire department. Access control devices shall also comply with Chapter 10 Egress. (Knox box location shall be at 6 feet above the finish floor, or fire access walkway or road). [Ref.: CFC 504.6, added by MMC V-300-2.54]
33. Premises identification. New and existing buildings shall have approved address numbers. Address numbers shall be illuminated and located where they are clearly visible from the street. CFC Section 505

34. **Fire Hydrant systems.** Fire hydrant systems shall comply with 2022 CFC section 507.5.1 through 507.5.6 and Appendix C or by an approved method. 202 California Fire Code 507.5.
35. **Fire Flow.** Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method or *Appendix B* or the City of Milpitas Engineering requirement.
- a. Fire flow data based on the 7,982 square foot type VB building total area provided, a minimum requirement of 1,250gpm. Table B105.1(1) and B105.1(2) for hydrant. Available fire flow shall be taken into consideration when designing the fire sprinkler system. Water supply shall be reviewed and approved per the City of Milpitas Engineering Department standard and the most demanding requirement for domestic and fire service will be followed.
- Approval of this permit is contingent upon approval of the private main supply under Building Permit # B-SI17-0022 & Fire Record # 2017-1604. These permits are for the private hydrants along Terra Vista Court that are not yet approved (contact the City of Milpitas Engineering for further details).
36. **Water supply requirements.** Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official. CFC Section 507.5.1
- Exception:
- For Group R-3 and Group U occupancies, equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, the distance requirement shall be not more than 600 feet
37. **Sprinkler system supervision and alarms, and monitoring.** It is recommended that due to the location of the home (hillside) the automatic fire sprinkler system for this home be a system that has supervision and alarm, and monitoring system in conformance to the CA Fire Code Section 903.4.
38. **R Occupancy - Smoke Alarm.** Single- and multiple-station smoke alarms. Listed single- and multiple-station smoke alarms complying with UL 217 shall be installed in accordance with Sections 907.2.11.1 through 907.2.11.7 and NFPA 72.
- Exception: For Group R occupancies. A fire alarm system with smoke detectors located in accordance with this section may be installed in lieu of smoke alarms. Upon actuation of the detector, only those notification appliances in the dwelling unit or guest room where the detector is actuated shall activate. [Ref.: CFC 907.2.10]
39. The Milpitas Fire Department shall approve new installation and/or modifications to existing fire protection, alarm or monitoring system(s). A separate submittal is required to the Milpitas Fire Department, for review and approval, prior to the commencement of any work. CFC Section 901.2. This will include the relocation of the on-site fire hydrant under a fire permit for underground fire service lines.

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)*

40. **Modifications:** The Site Development Plan dated July 3, 2024 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.
31. **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.

32. 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.
33. Project Job Account/ Fee Deposit: Permittee shall open a new PJ account as a deposit to cover the costs for Engineering Department's services for review and inspection of the project. The amount shall be determined based on the approved City fee schedule at the time of application submittal.

PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE

*The following conditions shall be addressed as part of the off-site improvement plan review and shall be met **prior to** encroachment permit issuance, unless otherwise approved by the Director of Engineering/ City Engineer. (E)*

34. 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:
 - b. Standard details and specifications:
 - c. Americans with Disabilities Act (ADA) requirements, where applicable.
35. 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 result of the project.
36. 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.
37. 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.
38. 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.
39. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.
40. 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)*

41. 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.

42. 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.
43. Private utilities shall run within their recorded easements.
44. Fees: Upon reviewing Exhibit B from the Subdivision Improvement Agreement, it appears that a number of fees were deferred to be paid before building permit issuance. Those fees are listed here, as well as additional fees that may apply: Exhibit B fees:
- a. Water connection fee at \$1,164/unit for residential, based upon increased water usage.
 - b. 3.8% of applicable fees in accordance with City Resolution No. 8969 as Permitting Automation Fee.
- Other Fees:
- c. Sewer connection fee: \$1,908 single family parcel (separate from Treatment Plant fee)
45. Mailboxes: The Permittee shall coordinate with US Postal Services regarding placement of required mailboxes. Mailbox location shall not be on public street frontages and shall be approved by City and US Postal Services prior to building permit issuance. Mailbox locations shall be shown on the improvement plans and Permittee shall submit a letter to the City's Land Development Engineering Section from the Postmaster approving the location of the mailbox. Structures to protect mailboxes may require Building, Engineering and Planning Department review.

DURING CONSTRUCTION

*The following conditions shall be complied with at all times **during** the construction phase of the project, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

46. 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.
47. 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.
48. 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.
49. 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.*

50. Landscape Certificate of Completion: Permittee shall submit a Certificate of **Substantial** Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.
51. 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.
52. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit.

BUILDING DEPARTMENT CONDITIONS

53. Compliance with California Code of Regulations. The Project shall comply with the requirements of the Building Safety and Housing Department and the California Code of Regulations Title 24 and the Milpitas Municipal Code as adopted by the City. Building permits shall be submitted to and approved by the Building Safety and Housing Department prior to start of construction. All California Code of Regulations Title 24 and Milpitas Municipal Code requirements applicable at the time of building permit application must be met in advance of any building permit approvals or related construction. Changes to the site plan and/or building plan require review and approval by the Building Safety and Housing Department.

LEGEND

(P) = Planning Department

(B) = Building Department

(E) = Engineering Department

(F) = Fire Department

(CA) = 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

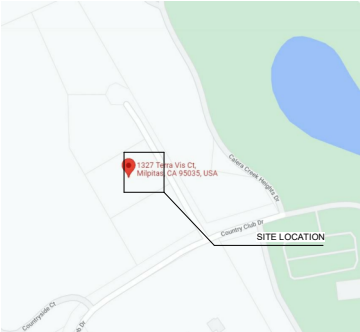
The undersigned agrees to each and every condition of approval and acknowledges the NOTICE OF RIGHT TO PROTEST and hereby agrees to use the project property on the terms and conditions set forth in this Permit.

Dated: _____

Signature of Permittee

SANDHU RESIDENCE
SINGLE FAMILY RESIDENCE
1327 TERRA VISTA CT.,
MILPITAS, CA 95035

VICINITY MAP:



PROJECT DATA:

APN: 029-07-011
GROSS AREA: 1.004 ACRE
OCCUPANCY GROUP: R-3
FLOOD ZONE: D
CONSTRUCTION TYPE: V-B SPRINKLERED
NUMBER OF FLOORS: 1.1/2 (ONE AND HALF)
FIRE PROTECTION: AUTOMATIC FIRE SPRINKLERS FOR NEW HOMES (NFPA 13D)
SET BACKS REQUIRED: FRONT: 25FT
SIDE(EACH): 40 FT
BACK: 40 FT
A.D.U.
MAIN HOUSE:
BEDROOMS: 4
BATHROOMS: 5
CODE ANALYSIS
APPLICABLE CODES: 2022 C.B.C., 2022 C.R.C., 2022 C.M.C.,
2022 C.E.C., 2022 C.P.C., 2022 C.E.C., 2022 C.M.C.
COMPLY TO MILPITAS MUNICIPAL CODE
CONSTRUCTION TYPE: V-B
REFER TO THE AS-BUILT 2-430 FOR THE EXISTING UNDERGROUND UTILITIES
INSTALLED IN COUNTRY CLUB DRIVE AND APPROVED PLAN 2-955 FOR PUBLIC
IMPROVEMENT PLANS FOR COUNTRYSIDE ESTATES DATED 8/14/2009.

GENERAL NOTES:

1) ALL WORK DESCRIBED IN THE DRAWING SHALL BE VERIFIED FOR DIMENSIONS, GRADE, EXTENT AND COMPATIBILITY TO THE EXISTING SITE. ANY DISCREPANCIES AND UNEXPECTED THAT AFFECT OR CHANGE THE WORK THAT DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE DESIGNER ATTENTION IMMEDIATELY. DO NOT PROCEED WITH THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO HE SHALL BE PRECEDING AT HIS OWN RISK.
2) OMISSIONS FROM DRAWINGS AND SPECIFICATIONS OR THE MIS-DESCRIPTION OF THE WORK WHICH IS MANIFESTLY NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS AND SPECIFICATIONS OR WHICH IS CUSTOMARILY PERFORMED, SHALL NOT RELIEVE CONTRACTOR FROM PERFORMING SUCH OMITTED OR MIS-DESCRIBED DETAILS OF THE WORK AS IF FULLY AND COMPLETELY SET FORTH AND DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS.
3) SITE CONDITIONS: ALL CONTRACTORS AND SUB-CONTRACTORS SHALL VERIFY DIMENSIONS AND CONDITIONS AT THE SITE PRIOR TO COMMENCEMENT OF THEIR WORK. FAILURE TO DO SO SHALL NOT RELEASE THEM FROM THE RESPONSIBILITY OF ESTIMATING THE WORK.
IF ANY VARIATION, DISCREPANCY OR OMISSION BETWEEN THE INTENT OF THESE CONTRACT DOCUMENTS AND THE EXISTING CONDITIONS ARE FOUND, THE CONTRACTOR OR SUB-CONTRACTOR SHALL NOTIFY DESIGNER IN WRITING AND OBTAIN WRITTEN RESOLUTION FROM DESIGNER PRIOR TO PROCEED WITH ANY RELATED WORK.

CODE EDITIONS:

2022 CALIFORNIA BUILDING CODE
2022 CALIFORNIA RESIDENTIAL CODE
2022 CALIFORNIA MECHANICAL CODE
2022 CALIFORNIA PLUMBING CODE
2022 CALIFORNIA ELECTRICAL CODE
2022 CALIFORNIA ENERGY CODE
2022 CALIFORNIA FIRE CODE
2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
MILPITAS CITY MUNICIPAL CODE
ALL APPLICABLE COUNTY OF SANTA CLARA CODES & REGULATIONS

APN MAP:



AREA CALCULATION:

LOT COVERAGE CALCULATIONS	
A.D.U. IS EXEMPT FROM THIS CALCULATION	
LOT AREA	SQUARE FOOTAGE
BUILDING FOOTPRINT	43750 SQFT.
LOT COVERAGE (BUILDING FOOTPRINT/LOT SIZE)	14%

DRAWING INDEX:

ARCHITECTURAL:	SURVEY:
A-1 COVER SHEET	T-1 TOPOGRAPHIC SURVEY MAP
A-2 VIEW POINTS-1	
A-3 VIEW POINTS-2	
A-4 VIEW POINTS SECTIONS	
A-5 PROPOSED HARDSCAPE PLAN	
A-6 PROPOSED SITE PLAN	
A-7 GARAGE/A.D.U. FLOOR PLAN	
A-8 FIRST FLOOR PLAN	
A-9 ROOF PLAN	
A-10 PROPOSED SITE PLAN FOR FIRE DEPARTMENT ELEVATIONS	
A-11 A.D.U. ELEVATIONS	
A-12 SECTIONS	
A-13 DIAGRAM PLANS	
A-14 3D VIEWS	
A-15 MATERIALS BOARD	
A-16 DOORS & WINDOWS SCHEDULES	
A-17 GENERAL NOTES	
A-18 ARCHITECTURAL NOTES	
A-19 ARCHITECTURAL DETAILS	
A-20 BEST MANAGEMENT PRACTICES	
A-21 RESIDENTIAL MANDATORY MEASURES	
A-22 CALGREEN NOTES	
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CIVIL:	
C-1 COVERSHEET	
C-2 SITE PLAN	
C-3 GRADING AND DRAINAGE PLANS	
C-4 DETAILS	
C-5 EROSION CONTROL PLAN	
LANDSCAPE:	
L-1 LANDSCAPE PLANTING PLAN	
L-1.1 LANDSCAPE NOTES & LEGENDS	
L-2 LANDSCAPE HYDROZONE PLAN	
L-2.1 LANDSCAPE NOTES & LEGENDS	
L-3 LANDSCAPE CONSTRUCTION DETAILS	
L-3.1 LANDSCAPE CONSTRUCTION DETAILS	
L-4 LANDSCAPE SPECIFICATIONS	

PROJECT CONTACTS:

OWNER: NAME: SUMER SINGH SANDHU
TEL: 650-644-7674
EMAIL: KEVIN@NILESROCKTRANSPORT.COM

DESIGNER: PROFESSIONAL ENGINEERS
TEL: 650-644-7674
500 W HAMILTON AVE.,
#110266
CAMPBELL, CA 95008-0246
EMAIL: INFO@PROENG.COM
WWW.PROENG.COM

LANDSCAPE ARCHITECT: REED ASSOCIATES LANDSCAPE ARCHITECTURE
TEL: 4681-9020
1345 PAULINE DR. SUNNY VALE, CA 94087
EMAIL: PAUL@RALA.NET
WWW.RALA.NET

SURVEY & CIVIL ENGINEER: SMP ENGINEERS
TEL: (650) 941-8055
1534 CARRILLAN AVE.
LOS ALTOS CA 94024
EMAIL: SRAXAVIA@SMPENGINEERS.COM

SCOPE OF WORK:

BUILDING NEW 5998 SQFT MAIN HOUSE + 985 SQFT A.D.U.

FLOOR AREA CALCULATIONS	
COVERED PORCH, COVERED PATIO AND A.D.U. ARE EXEMPT FROM THIS CALCULATION	
	SQUARE FOOTAGE
MAIN FLOOR LIVING AREA (CONDITIONED)	5998 SQFT.
GARAGE FLOOR AREA (UNCONDITIONED)	1280 SQFT.
A.D.U.	985 SQFT.
FRONT PORCH	178 SQFT.
BACK PATIO	3074 SQFT.
A.D.U. BACK YARD	338 SQFT.

REQUIRED CITY NOTES:

1) BUILDER MUST PROVIDE THE HOME OWNER WITH THE LUMINARIES SCHEDULE (AS REQUIRED IN TITLE 24 CALIFORNIA CODES OF REGULATIONS, PART 1, 10-10(B)) THAT INCLUDES A LIST OF LAMP INSTALLED THE LUMINARIES.
2) ALL SINK FAUCETS, SHOWER HEADS, TOILETS AND URINALS SHALL COMPLY WITH CALIFORNIA CIVIL CODE SECTION 111.1 THROUGH 1101.8. KITCHEN FAUCETS SHALL NOT EXCEED 1.8 GALS/MIN. LAVATORY FAUCETS SHALL NOT EXCEED 1.2 GALS/MIN. SHOWER HEADS SHALL NOT EXCEED 1.8 GALS/MIN. TOILETS SHALL NOT EXCEED 1.28 GALS/MIN AND URINALS SHALL NOT EXCEED 0.5 GALS/FLUSH.
3) ANY WORKS WITHIN THE PUBLIC RIGHT OF WAY WILL REQUIRE THE ENCROACHMENT PERMIT.
4) AUTOMATIC FIRE SPRINKLERS FOR NEW HOMES:
4.1) AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM (NFPA 13D MINIMUM) SHALL BE PROVIDED FOR THE HOME LIVING SPACE, GARAGE, OUTDOOR SPACES ATTACHED TO THE HOME, ETC.). CALIFORNIA FIRE CODE SECTION 903.2.8
4.2) FIRE DEPARTMENT PERMIT - REQUIRED
THE MILPITAS FIRE DEPARTMENT SHALL APPROVE NEW INSTALLATION AND/OR MODIFICATIONS TO EXISTING FIRE PROTECTION, ALARM OR MONITORING SYSTEMS), PUBLIC AND PRIVATE HYDRANTS, A SEPARATE SUBMITTAL IS REQUIRED TO THE MILPITAS FIRE DEPARTMENT FOR REVIEW AND APPROVAL, PRIOR TO THE COMMENCEMENT OF ANY WORK. CFC SECTION 901.2
4.3) WATER SUPPLY SERVICE TO THE HOME THE EXISTING WATER SUPPLY SERVICE TO THE HOME MAY NEED UPGRADING TO SERVICE THE AUTOMATIC FIRE SPRINKLER SYSTEM. ALL NEW WATER SERVICES SHALL BE DONE AS REQUIRED BY THE CITY OF MILPITAS ENGINEERING DIVISION.
5) 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. PROVIDE THE WATER PRESSURE TEST TO ENSURE IT WILL MEET THE MINIMUM REQUIREMENT BY FIRE DEPARTMENT. IF NOT, A WATER STORAGE TANK AND PUMP AND/OR OTHER ACCEPTABLE MEANS DETERMINED BY THE APPLICANT'S ENGINEER.
6) WATER SERVICE AGREEMENT: PERMITTEE SHALL COMPLETE A WATER SERVICE AGREEMENT TO OBTAIN A WATER METER FOR DOMESTIC SERVICE AND A SEPARATE FIRE LATERAL CONNECTION.
7) STORM DRAINAGE SHALL NOT ADVERSELY AFFECT DOWNSTREAM PROPERTY OWNERS. AN ADEQUATE MEANS OF PICKUP AND CONVEYANCE OF THESE STORM FLOWS ON THE 17% GRADE TO COUNTRY CLUB DRIVE WILL BE REQUIRED.
8) AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM (NFPA 13D MINIMUM) SHALL BE PROVIDED FOR THE HOME LIVING SPACE, GARAGE, OUTDOOR SPACES ATTACHED TO THE HOME, ETC.). CALIFORNIA FIRE CODE SECTION 903.2.8
9) FIRE DEPARTMENT PERMIT - REQUIRED THE MILPITAS FIRE DEPARTMENT SHALL APPROVE NEW INSTALLATION AND/OR MODIFICATIONS TO EXISTING FIRE PROTECTION, ALARM OR MONITORING SYSTEMS), PUBLIC AND PRIVATE HYDRANTS, A SEPARATE SUBMITTAL IS REQUIRED TO THE MILPITAS FIRE DEPARTMENT, FOR REVIEW AND APPROVAL, PRIOR TO THE COMMENCEMENT OF ANY WORK. CFC SECTION 901.2
10) WATER SUPPLY SERVICE TO THE HOME THE EXISTING WATER SUPPLY SERVICE TO THE HOME MAY NEED UPGRADING TO SERVICE THE AUTOMATIC FIRE SPRINKLER SYSTEM. ALL NEW WATER SERVICES SHALL BE DONE AS REQUIRED BY THE CITY OF MILPITAS ENGINEERING DIVISION.
11) REQUIRED WATER SUPPLY HYDRANTS THAT MEET THE MINIMUM CITY ENGINEERING DIVISION DESIGN STANDARDS FOR BUILDING PERMIT, OWNER TO PROVIDE AN APPROVED WATER SUPPLY CAPABLE OF SUPPLYING THE REQUIRED FIRE FLOW FOR FIRE PROTECTION SHALL BE PROVIDED TO PREMISES UPON WHICH FACILITIES, BUILDINGS OR PORTIONS OF BUILDINGS ARE HEREAFTER CONSTRUCTED OR MOVED INTO OR WITHIN THE JURISDICTION. CFC SECTION 507.1 SHOW AND IDENTIFY THE NEAREST HYDRANT OF THE STREET (COURT). OWNER TO PROVIDE A REPORT SHOWING A MINIMUM FIRE FLOW OF 1,250 GPM AT MINIMUM 20 PSI RESIDUAL PRESSURE BASED ON THE TYPE V-B SPRINKLERED WITH A TOTAL FIRE AREA OF 7,982 SQUARE FEET. 2022 CFC B105.1

12) AUTOMATIC FIRE SPRINKLERS FOR NEW HOMES:
12.1) AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM (NFPA 13D MINIMUM) SHALL BE PROVIDED FOR THE HOME LIVING SPACE, GARAGE, OUTDOOR SPACES ATTACHED TO THE HOME, ETC.). CALIFORNIA FIRE CODE SECTION 903.2.8
12.2) FIRE DEPARTMENT PERMIT - REQUIRED
THE MILPITAS FIRE DEPARTMENT SHALL APPROVE NEW INSTALLATION AND/OR MODIFICATIONS TO EXISTING FIRE PROTECTION, ALARM OR MONITORING SYSTEMS), PUBLIC AND PRIVATE HYDRANTS, A SEPARATE SUBMITTAL IS REQUIRED TO THE MILPITAS FIRE DEPARTMENT, FOR REVIEW AND APPROVAL, PRIOR TO THE COMMENCEMENT OF ANY WORK. CFC SECTION 901.2
12.3) WATER SUPPLY SERVICE TO THE HOME THE EXISTING WATER SUPPLY SERVICE TO THE HOME MAY NEED UPGRADING TO SERVICE THE AUTOMATIC FIRE SPRINKLER SYSTEM. ALL NEW WATER SERVICES SHALL BE DONE AS REQUIRED BY THE CITY OF MILPITAS ENGINEERING DIVISION.
13) 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. COMPLETELY FILL OUT THE SEWER NEEDS QUESTIONNAIRE FORM. SECTION C TO SHOW THE TOTAL ESTIMATED WATER USES FOR THIS APPLICATION.
14) WATER, SEWER AND STORM DRAIN CONNECTION FEE SHALL BE PAID BEFORE BUILDING PERMIT ISSUANCE. THE CONNECTION FEE SHALL BE DETERMINED IN THE CITY OF MILPITAS ENGINEERING DIVISION.
15) THE PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF THE BUILDING SAFETY AND HOUSING DEPARTMENT AND THE CALIFORNIA CODE OF REGULATIONS TITLE 24 AND THE MILPITAS MUNICIPAL CODE AS ADOPTED BY THE CITY. BUILDING PERMITS SHALL BE SUBMITTED TO AND APPROVED BY THE BUILDING SAFETY AND HOUSING DEPARTMENT PRIOR TO START OF CONSTRUCTION. ALL CALIFORNIA CODE OF REGULATIONS TITLE 24 AND MILPITAS MUNICIPAL CODE REQUIREMENTS APPLICABLE AT THE TIME OF BUILDING PERMIT APPLICATION MUST BE MET IN ADVANCE OF ANY BUILDING PERMIT APPROVALS OR RELATED CONSTRUCTION. CHANGES TO THE SITE PLAN AND/OR BUILDING PLAN REQUIRE REVIEW AND APPROVAL BY THE BUILDING SAFETY AND HOUSING DEPARTMENT.

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Kasrosafar

PROJECT:
SANDHU RESIDENCE
SINGLE FAMILY
RESIDENCE
1327 TERRA VISTA CT.,
MILPITAS, CA 95035

REVISION TABLE:

COMMENT BY CITY 05/04/2023	1
COMMENT BY CITY 12/15/2023	3

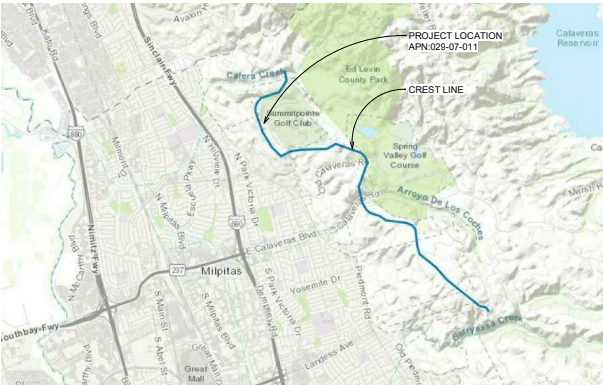
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COVER SHEET

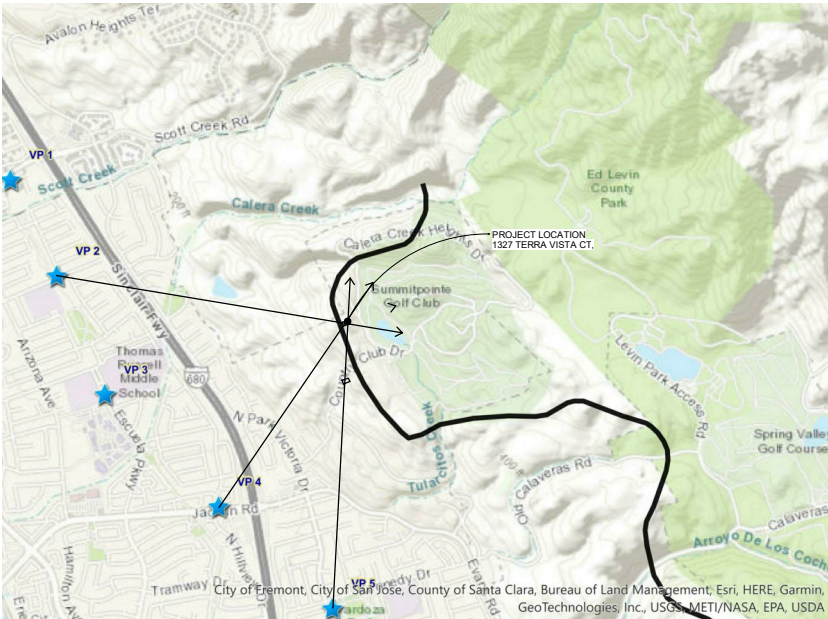
PROJECT ID: 612
DATE: 6/16/2023
SCALE: AS NOTED
DRAWN BY: S.M.H.

SHEET NO.:

A-1



CRESTLINE - EXHIBIT A



CRESTLINE ZONE OF PROTECTION: REFERENCE MAP - EXHIBIT B

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PROJECT:
SANDHU RESIDENCE
SINGLE FAMILY RESIDENCE

1327 TERRA VISTA CT.,
MILPITAS, CA 95035

REVISION TABLE:	△

SHEET TITLE:

VIEW POINTS-1

PROJECT ID:	612
DATE:	1/30/2023
SCALE:	AS NOTED
DRAWN BY:	S.M.H

SHEET NO.:

A-2

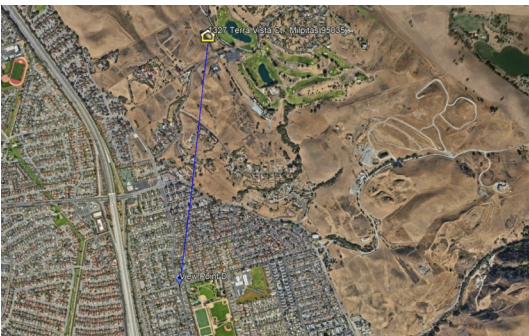
DISTANCE FROM VIEWPOINTS TO LOCATION OF PROJECT



VIEW POINT 2 - DISTANCE: 6302 FT.



VIEW POINT 4 - DISTANCE: 4451 FT.



VIEW POINT 5 - DISTANCE: 5246 FT.



STREET VIEW FROM POINT - 2 TO SITE LOCATION



STREET VIEW FROM POINT - 4 TO SITE LOCATION



STREET VIEW FROM POINT - 5 TO SITE LOCATION



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SINGLE FAMILY RESIDENCE

1327 TERRA VISTA CT.,
MILPITAS, CA 95035

REVISION TABLE:	△

SHEET TITLE:

VIEW POINTS-2

PROJECT ID:	612
DATE:	1/30/2023
SCALE:	AS NOTED
DRAWN BY:	S.M.H

SHEET NO.:

A-3



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REVISION TABLE:

COMMENT BY CITY 05/04/2023

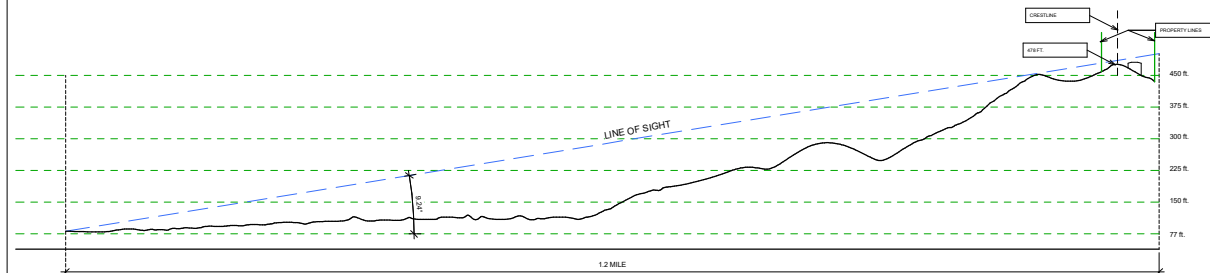
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VIEW POINTS SECTIONS

PROJECT ID: 612
DATE: 1/30/2023
SCALE: AS NOTED
DRAWN BY: S.M.H

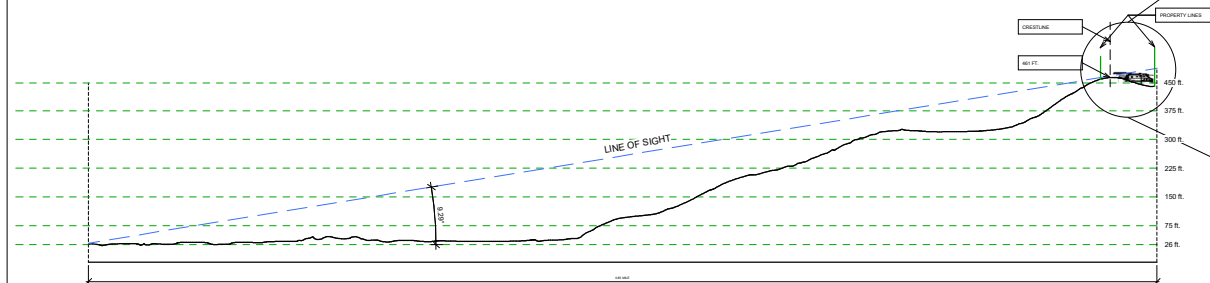
SHEET NO.:

A-4



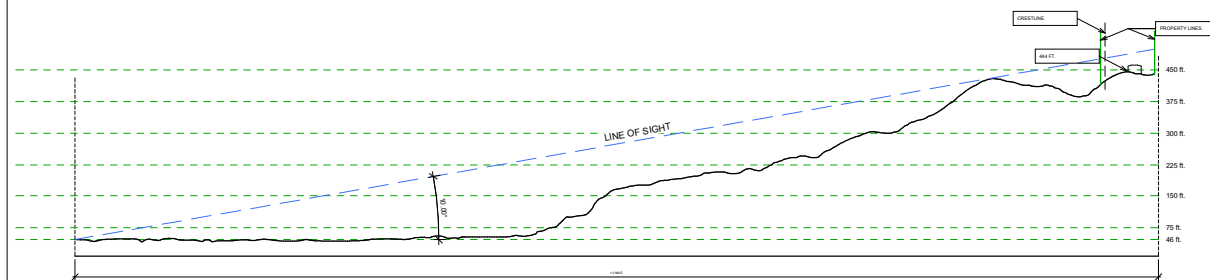
VP2 - SITE SECTION

Sc: 1"/200'



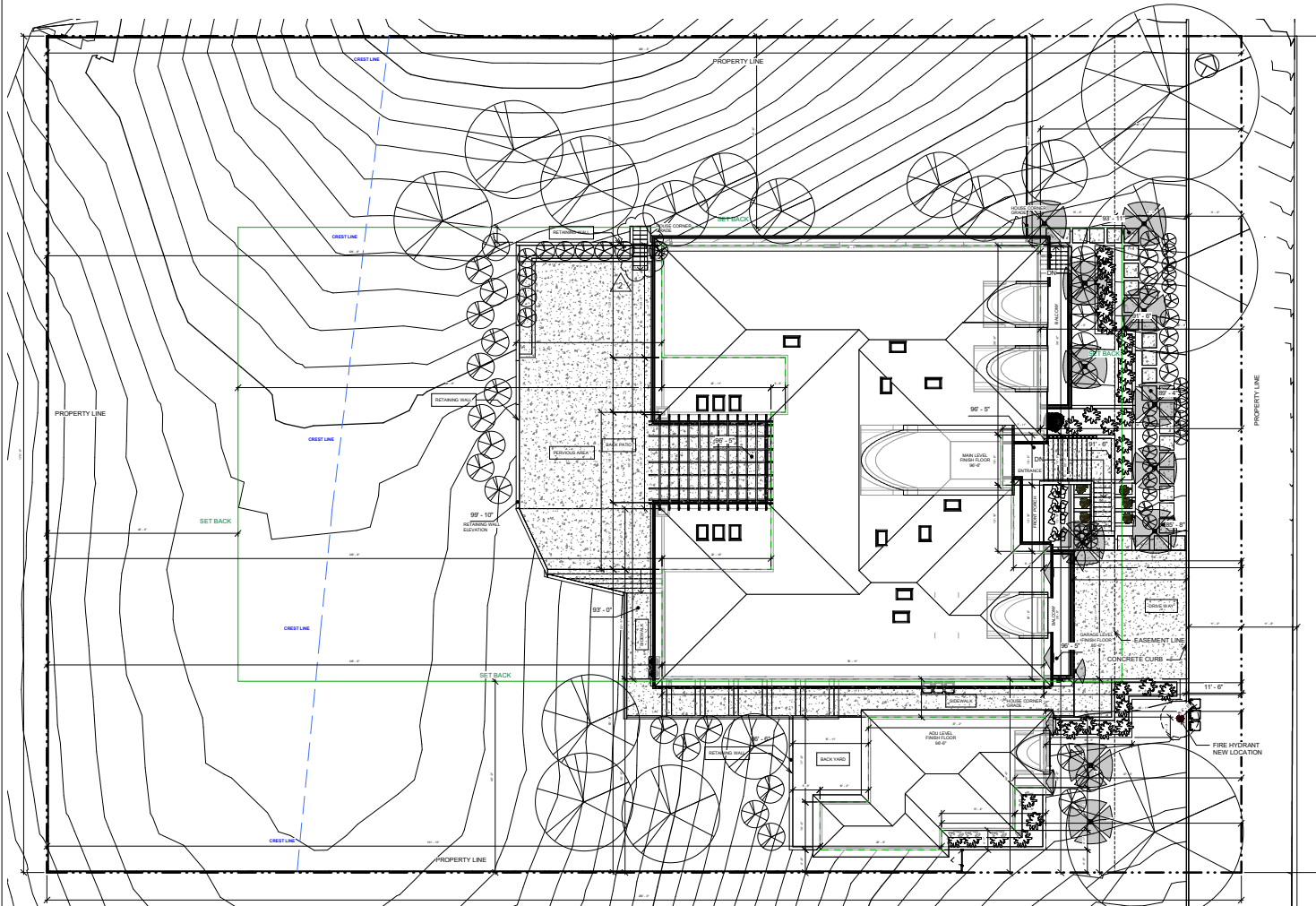
VP4 - SITE SECTION

Sc: 1"/200'



VP5 - SITE SECTION

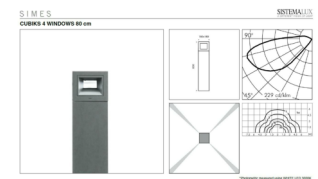
Sc: 1"/200'



① PROPOSED HARDSCAPE PLAN
1" = 10'-0"

STRUCTURE SQUARE FOOTAGE FIGURES:		
LOT AREA	43750 SQFT	1.00436 ACRES
STRUCTURE FOOTAGE	MAIN BUILDING: 6516 SQFT	ADU: 985 SQFT
PERVIOUS AREA	DRIVEWAY: 1223 SQFT	BACK PORCH: 2934 SQFT
IMPERVIOUS AREA	SIDEWALK: 790 SQFT	

REFER TO LANDSCAPE PLAN SHEETS FOR LANDSCAPE DETAILS



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PROJECT:
**SANDHU RESIDENCE
SINGLE FAMILY RESIDENCE**

1327 TERRA VISTA CT.,
MILPITAS, CA 95035

REVISION TABLE:	
COMMENT BY CITY 05/04/2023	

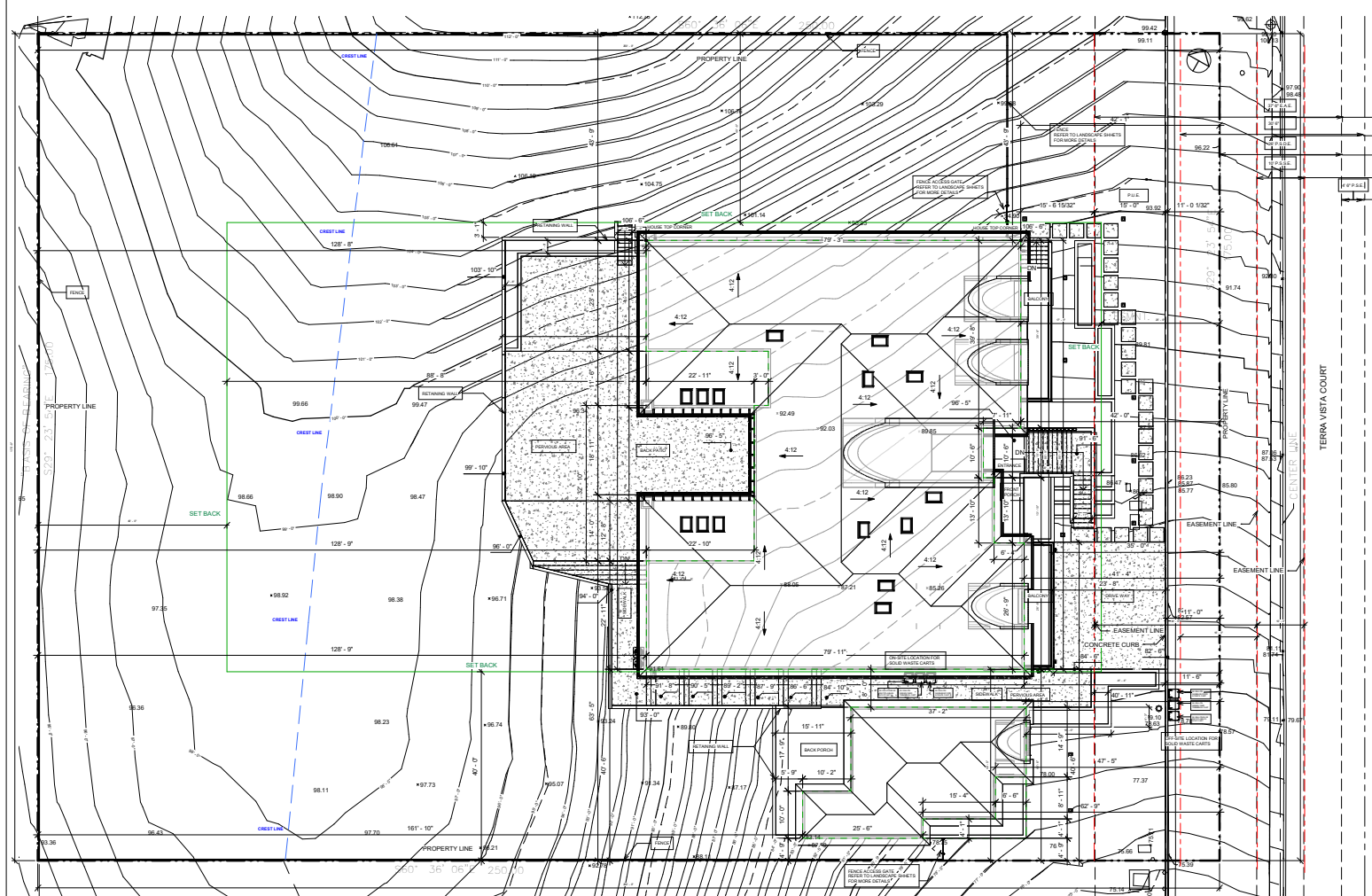
SHEET TITLE:

**PROPOSED HARDSCAPE
PLAN**

PROJECT ID:	612
DATE:	1/30/2023
SCALE:	AS NOTED
DRAWN BY:	SMH

SHEET NO.:

A-5



1 PROPOSED SITE PLAN
1" = 10'-0"

CITY STAMP PLACE

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PROJECT:
**SANDHU RESIDENCE
SINGLE FAMILY RESIDENCE**

1327 TERRA VISTA CT.,
MILPITAS, CA 95035

REVISION TABLE:

COMMENT BY CITY 05/04/2023
COMMENT BY CITY 08/09/2023

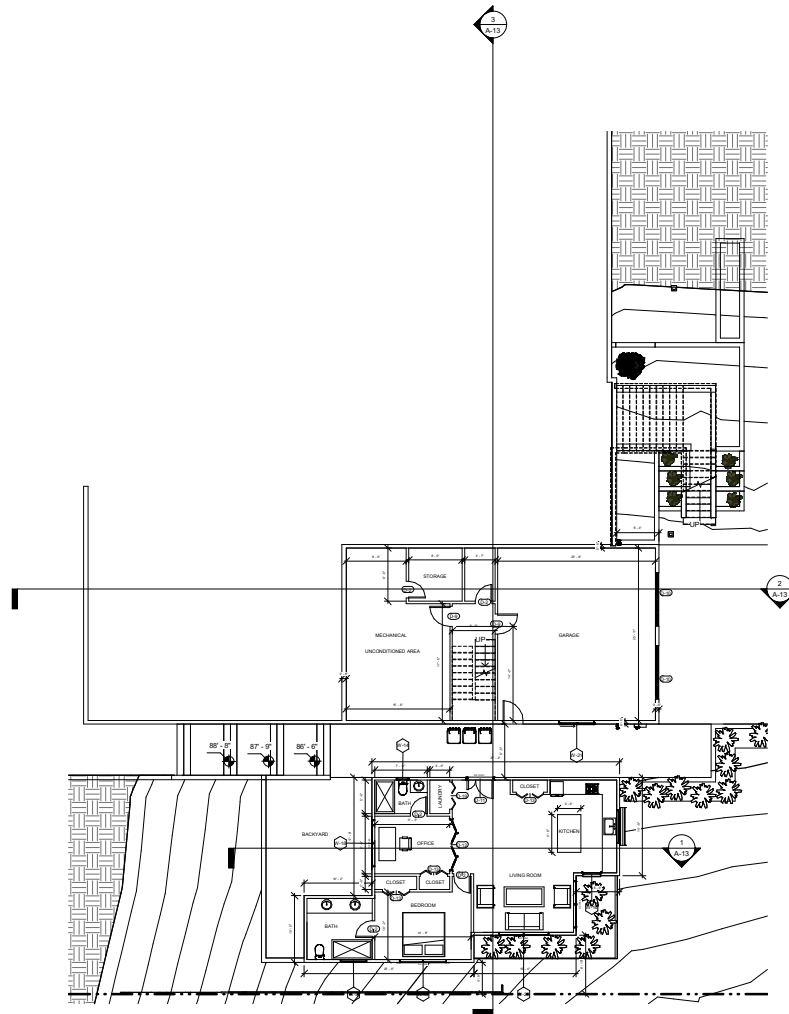
SHEET TITLE:

PROPOSED SITE PLAN

PROJECT ID: 612
DATE: 6/16/2023
SCALE: AS NOTED
DRAWN BY: S.M.H

SHEET NO.:

A-6



① ADU/GARAGE FLOOR
1/8" = 1'-0"



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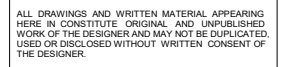
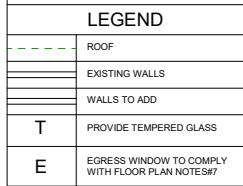
REVISION TABLE:	

SHEET TITLE:
**ADU/GARAGE FLOOR
PLAN**

PROJECT ID: 612
DATE: 1/30/2023
SCALE: AS NOTED
DRAWN BY: SMH

SHEET NO.:
A-7

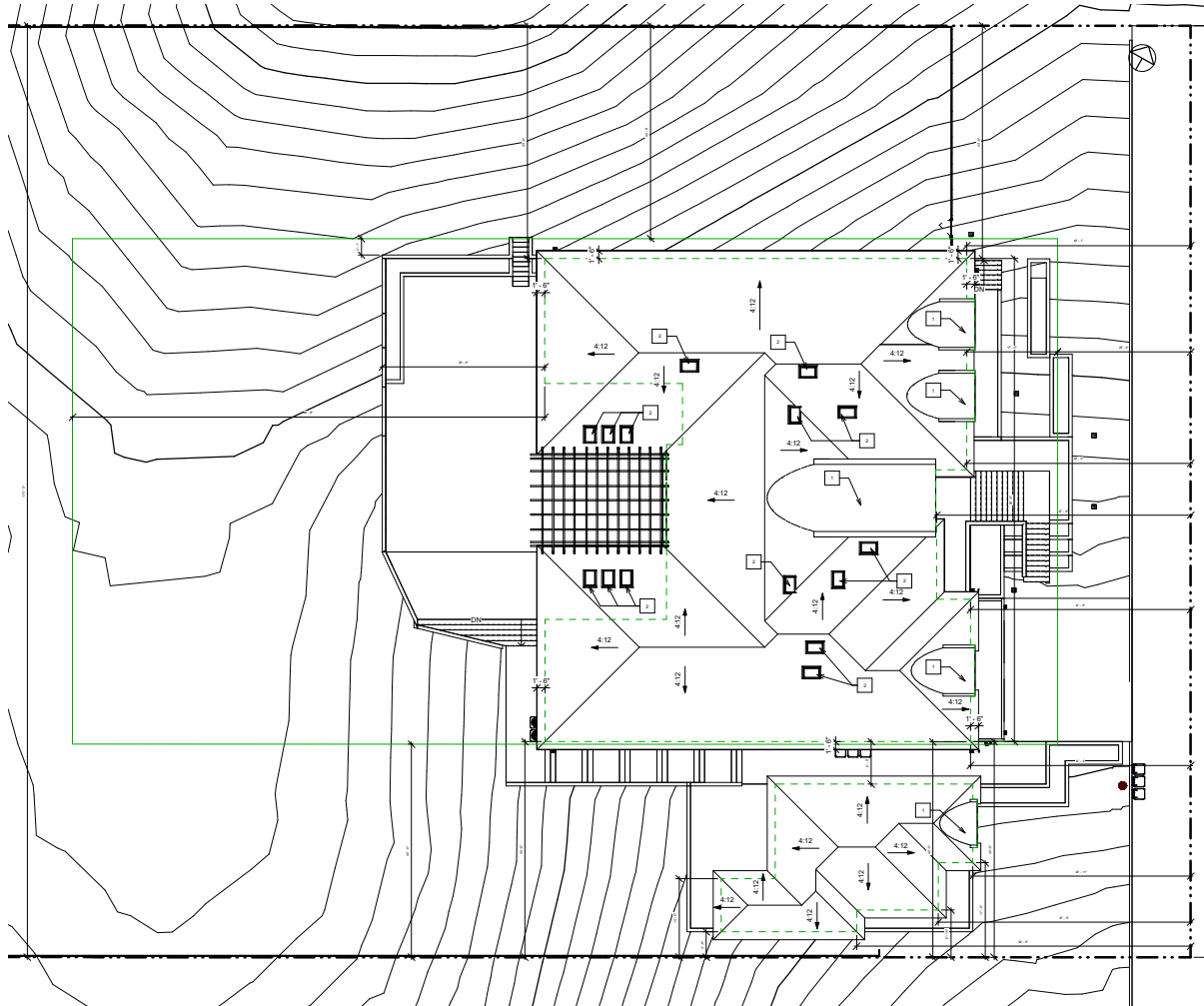
LEGEND	
	ROOF
	EXISTING WALLS
	WALLS TO ADD
	PROVIDE TEMPERED GLASS
	EGRESS WINDOW TO COMPLY WITH FLOOR PLAN NOTES#7

[illegible]

PROJECT ID:	612
DATE:	1/30/2023
SCALE:	AS NOTED
DRAWN BY:	SMH

SHEET NO.:
A-8

KEY NOTES:	
1	ARCHED ROOF
2	BY THE YELLOW SHADING - CONSULTING ARCHITECTS EVALUATION REPORT (SEE SHEET A-9)
3	



1 ROOF PLAN
1" = 10'-0"

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REVISION TABLE:	

SHEET TITLE:

ROOF PLAN

PROJECT ID:	612
DATE:	1/30/2023
SCALE:	AS NOTED
DRAWN BY:	SMH

SHEET NO.:

A-9

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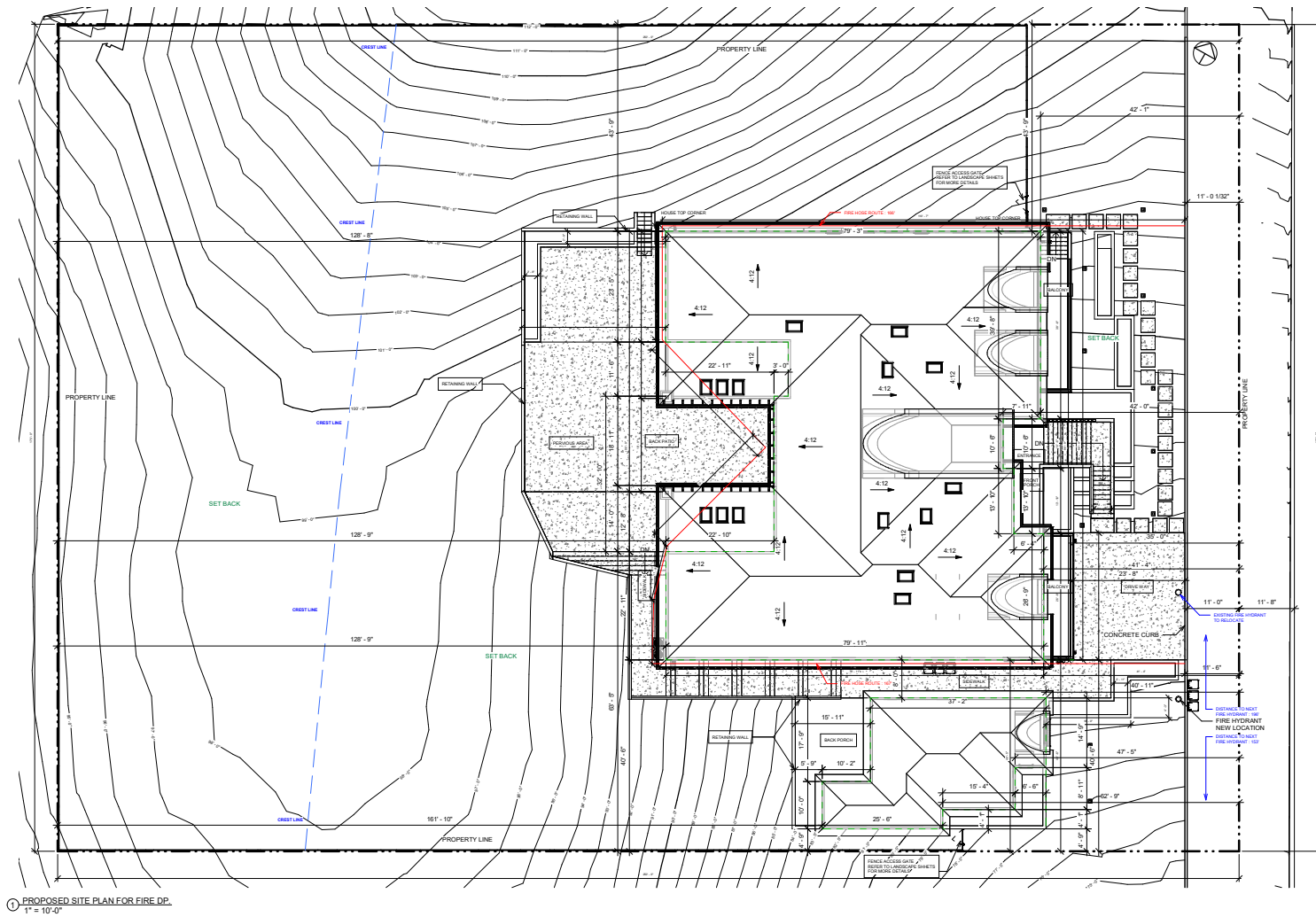
REVISION TABLE:	2
COMMENT BY CITY 05/04/2023	
COMMENT BY CITY 08/09/2023	

SHEET TITLE:

**PROPOSED SITE PLAN
FOR FIRE DEPARTMENT**

PROJECT ID: 612
DATE: 6/16/2023
SCALE: AS NOTED
DRAWN BY: S.M.H

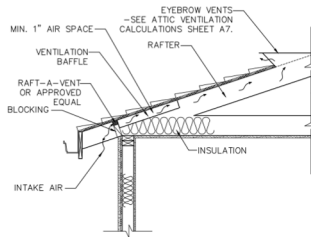
SHEET NO.:
A-10



PROPOSED SITE PLAN FOR FIRE DP.
1" = 10'-0"

CITY STAMP PLACE

EXTERIOR WALLS DETAIL

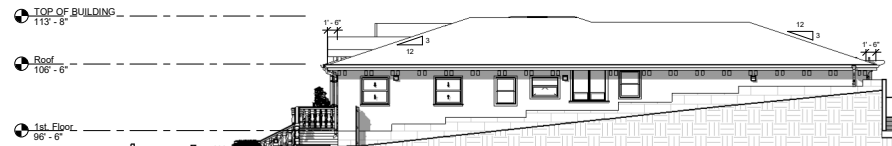


GENERAL NOTES:

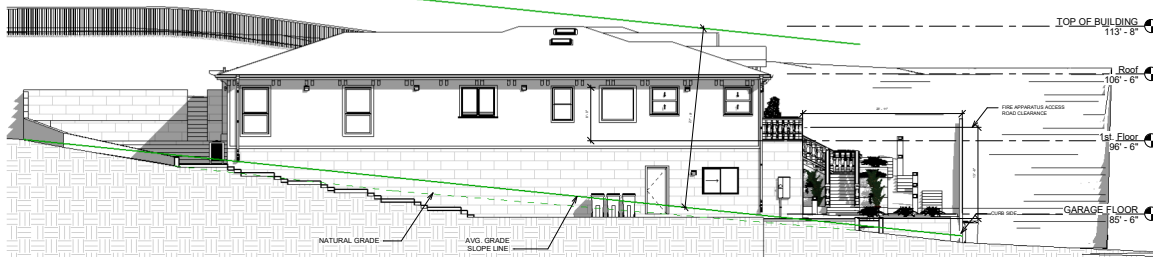
- 1) FINISH GRADE WITHIN 10' OF THE HOUSE SHALL HAVE A MIN. 5% SLOPE AWAY FROM FOUNDATION FOR PERVIOUS SURFACE AND MIN. 2% SLOPE FOR IMPERVIOUS SURFACE (CBC 1804.3).
- 2) ON GRADED SITES, THE TOP OF ANY EXTERIOR FOUNDATION SHALL EXTEND ABOVE THE ELEVATION OF THE STREET GUTTER AT A POINT OF DISCHARGE (OR THE INLET OF AN APPROVED DRAINAGE DEVICE), A MIN. OF 12 INCHES PLUS 2%.
- 3) EXISTING DRAINAGE SHALL REMAIN THROUGHOUT CONSTRUCTION.
- 4) ROOFING MATERIAL SHALL HAVE 2-LAYERS OF #30 FELT AS UNDERLAY AND FASTENED TO ROOF SHEATHING WITH CORROSION RESISTANT FASTENERS, TYPICAL (CRC R905.2.5.)
- 5) FLASHING (CBC 1507 AND CRC R905.2.8-R905.2.8.4) PROVIDE ROOF FLASHING AT ALL WALL AND ROOF INTERSECTIONS, GUTTERS, AND WHERE THERE IS A CHANGE IN THE ROOF SLOPE OR DIRECTION AROUND ROOF OPENINGS. FLASHING SHALL BE A MINIMUM 26 GAUGE CORROSION-RESISTANT GALVANIZED METAL.
- 6) DRIP EDGE (CBC 1507.2.8.3 AND CRC R905.2.8.5) PROVIDE A DRIP EDGE AT EAVES AND GABLES OF ASPHALT SHINGLE ROOFS. ADJACENT PIECES OF THE DRIP EDGE SHALL BE OVERLAPPED A MINIMUM OF 2 INCHES. THE DRIP EDGE SHALL EXTEND 1/2 INCH BELOW THE ROOF SHEATHING AND A MINIMUM OF 2 INCHES UP THE ROOF DECK. THE DRIP EDGE SHALL BE MECHANICALLY FASTENED TO THE ROOF DECK AT A MAXIMUM OF 12 INCHES WITH APPROVED FASTENERS. THE UNDERLAYMENT SHALL BE INSTALLED OVER THE DRIP EDGE ALONG THE EAVES, AND UNDER THE DRIP EDGE AT GABLES (RAKE EDGES). SHINGLES CAN BE FLUSH WITH THE DRIP EDGE IF ALLOWED BY THE MANUFACTURER.
- 7) WEATHER RESISTIVE BARRIERS SHALL BE INSTALLED AS REQUIRED IN SECTION R703.2 AND, WHERE APPLIED OVER WOOD-BASED SHEATHING, SHALL INCLUDE A WATER-RESISTIVE VAPOR-PERMEABLE BARRIER WITH A PERFORMANCE AT LEAST EQUIVALENT TO TWO LAYERS OF GRADE D PAPER (R703.6.3)
- 8) PLASTERING WITH PORTLAND CEMENT PLASTER SHALL NOT BE LESS THAN THREE COATS WHEN APPLIED OVER METAL LATH OR WIRE LATH AND SHALL BE NOT LESS THAN TWO COATS WHEN APPLIED OVER MASONRY, CONCRETE, PRESSURE-PRESERVATIVE TREATED WOOD OR DECAY-RESISTANT WOOD AS SPECIFIED IN SECTION R037.1 OR GYPSUM BACKING (R703.6.2).
- 9) A MINIMUM 26 GA. GALVANIZED CORROSION-RESISTANT WEEP SCREED WITH (R703.6.2.1). A) A MINIMUM VERTICAL ATTACHMENT FLANGE OF 3-1/2 INCHES PROVIDED AT OR BELOW THE FOUNDATION PLATE LINE AT ALL EXTERIOR WALLS. B) THE SCREED SHALL BE PLACED A MINIMUM OF 4 INCHES ABOVE EARTH OR 2 INCHES ABOVE PAVED AREA.
- 10) WINDOWS AND GLAZED DOORS MUST HAVE LABELS FOR "U-FACTOR" & "SHGC" AS REQUIRED PER ENERGY CODE. SEE ENERGY COMPLIANCE INFORMATION ON SHEET T-24.
- 11) CRAWL SPACE VENTS SHALL NOT OCCUR AT SHEAR WALLS.
- 12) PROVIDE ADDITIONAL CRAWL SPACE VENTS PER (E) VENTS BLOCKED BY NEW ADDITION.
- 13) MINIMUM NET AREA OF VENTILATION OPENINGS SHALL NOT BE LESS THAN 1 SQUARE FOOT FOR EACH 150 SQUARE FEET OF UNDER-FLOOR AREA (R408.2).
- 14) ONE VENTILATION OPENING SHALL BE WITHIN 3 FEET OF EACH CORNER OF THE BUILDING (R408.2).
- 15) 50% TO 70% OF EYEBROW VENTS SHALL BE IN THE UPPER 1/3 OF ROOF STRUCTURE.
- 16) PROVIDE ADDITIONAL ATTIC VENTS PER (E) VENTS BLOCKED BY NEW ROOF.



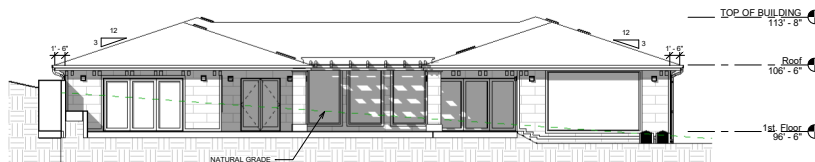
1 EAST ELEVATION
1/8\"/>



2 NORTH ELEVATION
1/8\"/>



3 SOUTH ELEVATION
1/8\"/>



4 WEST ELEVATION
1/8\"/>

SCHEDULE	
1. EXTERIOR WALLS	SEE DETAIL
2. ROOFING	SEE DETAIL
3. FLASHING	SEE DETAIL
4. DRIP EDGE	SEE DETAIL
5. WEATHER RESISTIVE BARRIER	SEE DETAIL
6. PLASTER	SEE DETAIL
7. WEEP SCREED	SEE DETAIL
8. CRAWL SPACE VENTS	SEE DETAIL
9. VENTILATION OPENINGS	SEE DETAIL
10. EYEBROW VENTS	SEE DETAIL
11. ATTIC VENTS	SEE DETAIL
12. GARAGE FLOOR	SEE DETAIL
13. FOUNDATION	SEE DETAIL
14. GRADING	SEE DETAIL
15. DRAINAGE	SEE DETAIL
16. LANDSCAPING	SEE DETAIL
17. UTILITY	SEE DETAIL
18. ELECTRICAL	SEE DETAIL
19. MECHANICAL	SEE DETAIL
20. PLUMBING	SEE DETAIL
21. HVAC	SEE DETAIL
22. FIRE	SEE DETAIL
23. SAFETY	SEE DETAIL
24. ACCESSIBILITY	SEE DETAIL
25. HISTORIC PRESERVATION	SEE DETAIL
26. ENVIRONMENTAL	SEE DETAIL
27. TRANSPORTATION	SEE DETAIL
28. MARINE	SEE DETAIL
29. AEROSPACE	SEE DETAIL
30. OTHER	SEE DETAIL

LUMENS	
1. EXTERIOR WALLS	SEE DETAIL
2. ROOFING	SEE DETAIL
3. FLASHING	SEE DETAIL
4. DRIP EDGE	SEE DETAIL
5. WEATHER RESISTIVE BARRIER	SEE DETAIL
6. PLASTER	SEE DETAIL
7. WEEP SCREED	SEE DETAIL
8. CRAWL SPACE VENTS	SEE DETAIL
9. VENTILATION OPENINGS	SEE DETAIL
10. EYEBROW VENTS	SEE DETAIL
11. ATTIC VENTS	SEE DETAIL
12. GARAGE FLOOR	SEE DETAIL
13. FOUNDATION	SEE DETAIL
14. GRADING	SEE DETAIL
15. DRAINAGE	SEE DETAIL
16. LANDSCAPING	SEE DETAIL
17. UTILITY	SEE DETAIL
18. ELECTRICAL	SEE DETAIL
19. MECHANICAL	SEE DETAIL
20. PLUMBING	SEE DETAIL
21. HVAC	SEE DETAIL
22. FIRE	SEE DETAIL
23. SAFETY	SEE DETAIL
24. ACCESSIBILITY	SEE DETAIL
25. HISTORIC PRESERVATION	SEE DETAIL
26. ENVIRONMENTAL	SEE DETAIL
27. TRANSPORTATION	SEE DETAIL
28. MARINE	SEE DETAIL
29. AEROSPACE	SEE DETAIL
30. OTHER	SEE DETAIL

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Kasrosafar

PROJECT:
SANDHU RESIDENCE
SINGLE FAMILY RESIDENCE
1327 TERRA VISTA CT.,
MILPITAS, CA 95035

REVISION TABLE:

SHEET TITLE:

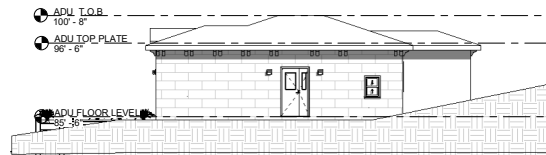
ELEVATIONS

PROJECT ID:	612
DATE:	1/30/2023
SCALE:	AS NOTED
DRAWN BY:	SMH

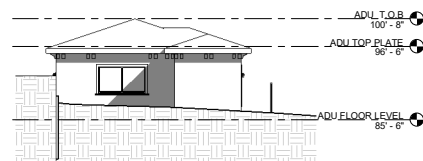
SHEET NO.:
A-11



① ADU EAST ELEVATION
1/8" = 1'-0"



② ADU NORTH ELEVATION
1/8" = 1'-0"



④ ADU WEST ELEVATION
1/8" = 1'-0"



③ ADU SOUTH ELEVATION
1/8" = 1'-0"



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PROJECT:
**SANDHU RESIDENCE
SINGLE FAMILY RESIDENCE**

1327 TERRA VISTA CT.,
MILPITAS, CA 95035

REVISION TABLE:

COMMENT BY CITY 08/09/2023

SHEET TITLE:

ADU ELEVATIONS

PROJECT ID: 612

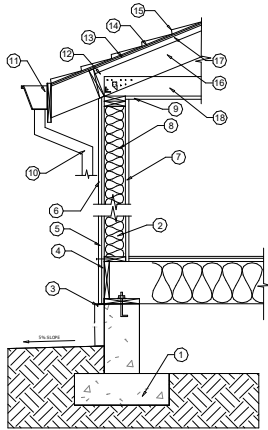
DATE: 1/30/2023

SCALE: AS NOTED

DRAWN BY: SMH

SHEET NO.:

A-12



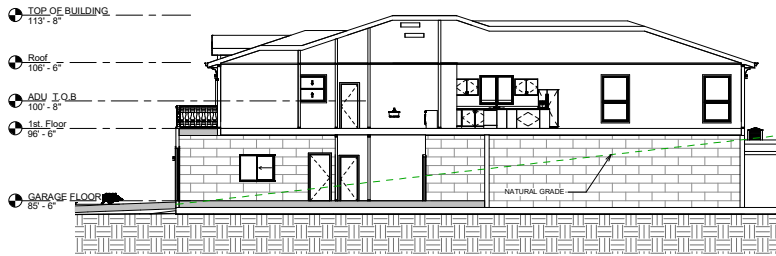
① TYPICAL WALL SECTION
1:10

KEY NOTES:

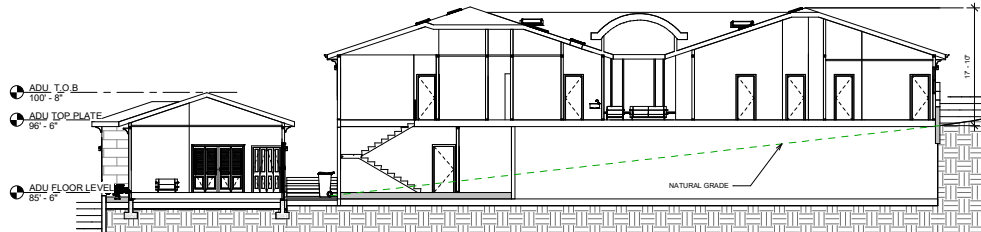
- | | |
|---|--|
| ① | FOUNDATION PER PLAN |
| ② | STUD WALL PER PLAN |
| ③ | STUCCO WEEP SCREED @ FOUNDATION
PLATE LINE. 4" MIN. ABOVE PAVED AREAS, TYP. |
| ④ | WALL SHEATHING PER PLAN |
| ⑤ | 2-LAYERS OF GRADE D PAPER AS WATER-
RESISTIVE BARRIER |
| ⑥ | 3-COAT OF 7/8" STUCCO APPLIED OVER
METAL LATH OR WOOD SIDING |
| ⑦ | 1/2" SHEETROCK |
| ⑧ | R-13 WALL INSULATION |
| ⑨ | 5/8" SHEETROCK |
| ⑩ | NONCOMBUSTIBLE OR A MIN. OF SCHEDULE
40 PLASTIC PIPE DOWNSPOUT, TYP. |
| ⑪ | CORROSION RESISTANT GUTTER |
| ⑫ | ROOF FRAMING PER PLAN |
| ⑬ | ROOF SHEATHING PER PLAN |
| ⑭ | #30 FELT UNDERLAYMENT |
| ⑮ | ROOFING PER PLAN |
| ⑯ | R-38 INSULATION AT VAULTED AREA |
| ⑰ | 1" AIR GAP BETWEEN INSULATION AND PLYWOOD. |
| ⑱ | R11 ATTIC INSULATION |

NOTES:

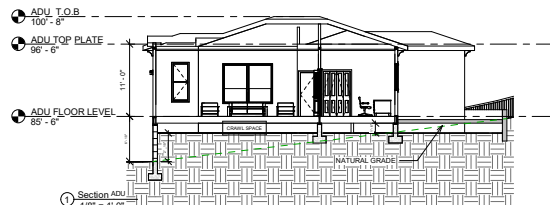
1. BUILDING SECTIONS ARE PROVIDED FOR SPATIAL
REFERENCE ONLY. FOR ROOF/CEILING FRAMING, FLOOR
FRAMING, AND FOUNDATION PLAN DETAILS, SEE STRUCTURAL
SHEETS, TYPICAL.
2. FOR INSULATION R-VALUES, SEE T24 ENERGY
CALCULATIONS.
3. WOOD FRAMING MEMBERS, INCLUDING WOOD SHEATHING,
THAT INCLUDING WOOD SHEATHING, THAT REST ON
EXTERIOR FOUNDATION WALL AND ARE LESS THAN 8" FROM
LESS THAN 6" FROM: FROM EXPOSED EARTH SHALL BE
NATURALLY DURABLE OR PRESERVATIVE-TREATED WOOD,
PER CRC R317.1(2).



② Section 4
1/8" = 1'-0"



③ Section 3
1/8" = 1'-0"



④ Section ADU
1/8" = 1'-0"



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PROJECT:

SANDHU RESIDENCE
SINGLE FAMILY RESIDENCE

1327 TERRA VISTA CT.,
MILPITAS, CA 95035

REVISION TABLE:

COMMENT BY CITY 05/04/2023
COMMENT BY CITY 08/09/2023

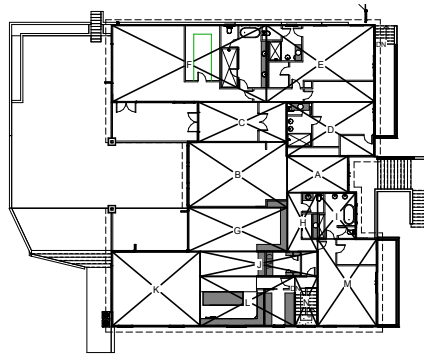
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SECTIONS

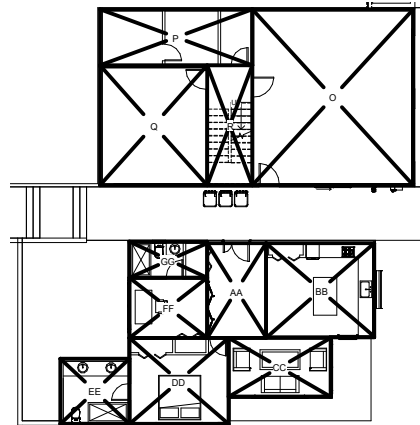
PROJECT ID: 612
DATE: 1/30/2023
SCALE: AS NOTED
DRAWN BY: SMH

SHEET NO.:

A-13



① MAIN FLOOR AREA CALC. PLAN
1/16" = 1'-0"



② GARAGE/ADU FLOOR AREA CALC. PLAN
1/8" = 1'-0"

FLOOR AREA CALCULATIONS	
COVERED PORCH, COVERED PATIO AND A.D.U ARE EXEMPT FROM THIS CALCULATION	
	SQUARE FOOTAGE
MAIN FLOOR LIVING AREA (CONDITIONED)	5998 SQFT.
GARAGE FLOOR AREA (UNCONDITIONED)	1280 SQFT.
A.D.U.	985 SQFT.
FRONT PORCH	178 SQFT.
BACK PATIO	2867 SQFT.
A.D.U. BACK YARD	320 SQFT.

LOT COVERAGE CALCULATIONS	
A.D.U IS EXEMPT FROM THIS CALCULATION	
	SQUARE FOOTAGE
LOT AREA	43750 SQFT.
BUILDING FOOTPRINT	6168 SQFT.
LOT COVERAGE (BUILDING FOOTPRINT/LOT SIZE)	14%
IMPERVIOUS HARDSCAPE (FRONT PORCH/STAIRS & DRIVEWAY)	1027 SQFT.
LOT COVERAGE (BUILDING FOOTPRINT+HARDSCAPE/LOT SIZE)	16.5%
PERVIOUS HARDSCAPE (SIDEWALK/BACK PATIO/A.D.U. BACK YARD)	4227 SQFT.

AREA SCHEDULE - STANDARD		
AREA KEY	AREA NAME	AREA
A	MAIN FLOOR - ENTRANCE	203 SQFT.
B	MAIN FLOOR - LIVING ROOM	558 SQFT.
C	MAIN FLOOR - LIBRARY/OFFICE	325 SQFT.
D	MAIN FLOOR - BATH/BEDROOM 1	435 SQFT.
E	MAIN FLOOR - BATH/BEDROOM 2	758 SQFT.
F	MAIN FLOOR - MASTER BATH/BEDROOM	1082 SQFT.
G	MAIN FLOOR - DINING ROOM	393 SQFT.
H	MAIN FLOOR - BATHROOM/CLOSET	161 SQFT.
I	MAIN FLOOR - BATHROOM 3	165 SQFT.
J	MAIN FLOOR - LAUNDRY/STORAGE	265 SQFT.
K	MAIN FLOOR - FAMILY ROOM	606 SQFT.
L	MAIN FLOOR - KITCHEN/ PREP.KITCHEN	432 SQFT.
M	MAIN FLOOR - BEDROOM 3	481 SQFT.
N	MAIN FLOOR - STAIRCASE	113 SQFT.
O	GARAGE FLOOR - GARAGE	640 SQFT.
P	GARAGE FLOOR - STORAGE	195 SQFT.
Q	GARAGE FLOOR - MECHANICAL	290 SQFT.
R	GARAGE FLOOR - STAIRCASE	113 SQFT.
AA	A.D.U FLOOR - ENTRANCE/HALLWAY	130 SQFT.
BB	A.D.U FLOOR - KITCHEN	235 SQFT.
CC	A.D.U FLOOR - LIVING ROOM	143 SQFT.
DD	A.D.U FLOOR - BEDROOM	200 SQFT.
EE	A.D.U FLOOR - BATHROOM	104 SQFT.
FF	A.D.U FLOOR - OFFICE	107 SQFT.
GG	A.D.U FLOOR - BATHROOM	67 SQFT.

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Hasrosafar

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SINGLE FAMILY RESIDENCE**

1327 TERRA VISTA CT.,
MILPITAS, CA 95035

REVISION TABLE:	△

SHEET TITLE:

DIAGRAM PLAN

PROJECT ID:	612
DATE:	1/30/2023
SCALE:	AS NOTED
DRAWN BY:	SMH

SHEET NO.:

A-14



① EXTERIOR 3D RENDER



② EXTERIOR 3D RENDER



③ EXTERIOR 3D RENDER



④ EXTERIOR 3D RENDER

REVISION TABLE:	△

SHEET TITLE:

3D VIEWS

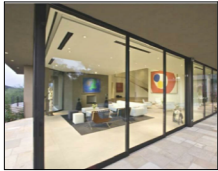
PROJECT ID: 612
DATE: 1/30/2023
SCALE: AS NOTED
DRAWN BY: SMH

SHEET NO.:

A-15



1 WHITE NATURAL Limestone "STY" W/MT SMOOTH SURFACE



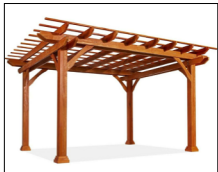
2 BLACK PAINTED ALUMINUM WINDOWS AND DOORS



3 BLACK METAL ROOF BANGLES



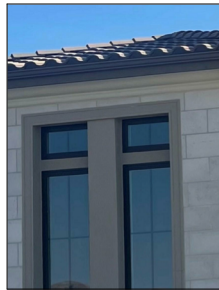
4 CONCRETE PLANTER



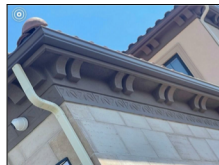
5 UMAX WOODEN PERGOLA (SIDED)



6 SMOOTH FRESH WHITE STUCCO



7 METAL WINDOW TRIM WITH OFF WHITE COLOR TO MATCH WHITE NATURAL Limestone



8 ROOF DESIGN FOR SOFFIT AND CORNICE



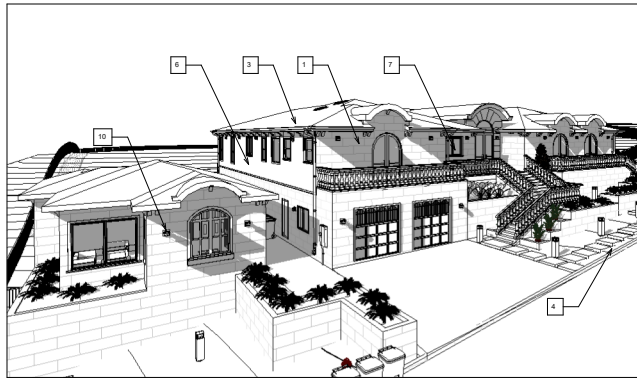
9 UMAX WOODEN PERGOLA (SIDED) JOINTS



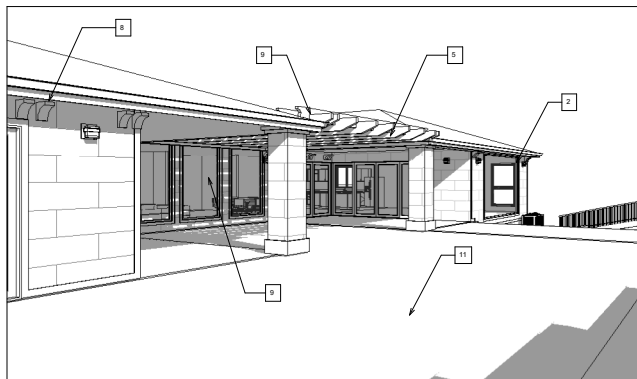
10 RANDOM OUTDOOR WALL LIGHT BY MODERN FORMS



10 MIXED MEDIUM TO LIGHT GREY PERVIOUS PAVERS



1 3D PERSPECTIVE FRONT-SIDE



2 3D PERSPECTIVE BACK-SIDE

REVISION TABLE:	△

SHEET TITLE:
MATERIALS BOARD

PROJECT ID:	612
DATE:	1/30/2023
SCALE:	AS NOTED
DRAWN BY:	SMH

SHEET NO.:
A-16

GENERAL NOTES:

Laundry Rooms

Electrical:

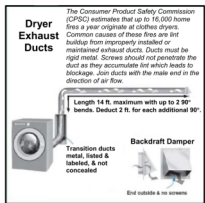
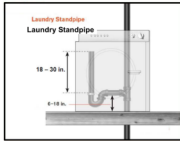
- All new or altered lighting shall be high efficiency. [CNC 150.0(k)(1A)]
- All new or altered lighting shall be controlled by a vacancy sensor (a manual on, automatic-off occupancy sensor). [CNC 150.0(k)(2A) **(new in 2016 codes)**]
- All 125-volt receptacles in laundry areas (GFC) protection, including the clothes washer receptacle. [CNC 210.0(A)(1) **(new in 2016 codes)**]
- Receptacle outlets shall be tamper-resistant except those within dedicated space for an appliance not easily moved from one place to another (behind clothes washer). [CNC 406.12A]
- A separate 20-amp circuit is required for the laundry equipment. The lights and other receptacles in the room cannot be on that circuit. [CNC 210.0(C)]
- All circuits supplying outlets or devices in the laundry area (including laundry areas in garages) must be AFCI protected. [CNC 210.12A] **(new in 2016 codes)**

Plumbing:

- Clothes washer standpipes must be 2-inch diameter. The vent of the trap must be roughed in 6-18 inches above the floor; the standpipe must be a minimum of 18 and a maximum of 30 inches above the trap. [CNC 804.1]

Mechanical:

- Clothes dryers in closets require a minimum of 100 sq. in. of makeup air, which can be supplied by louvers or undercutting the door. [CNC 504.4.1]
- Dryer ducts must be smooth-walled metal 4-inch diameter and not more than 14 feet in length, with an allowance of 2 90° bends in that 14 ft. Deduct 2 ft. for each additional 90° bend in excess of 2. [CNC 504.4.2.1]
- Ducts may not pass through plenums or be shared with other systems or vents. They cannot be connected with screws that penetrate the duct interior. [CNC 504.4.2]
- Dryer ducts must terminate on the building exterior in a backdraft damper. Screens or louvers cannot be installed. [CNC 504.4]
- Flexible transition ducts (connectors) between the dryer and the metal duct are allowed in lengths up to 6 feet and cannot be concealed within construction. [CNC 504.4.2.2 exception] They must be UL listed and labeled (LAL) as dryer transition ducts, and cannot be plastic.



BATHROOMS (Continued)

Bathroom Plumbing, General:

- All piping 1/2 inch or more in diameter and all hot water pipes associated with a recirculation system must be insulated with min. 1-inch thick insulation. Existing inaccessible piping does not require insulation. [CNC 150.0(j)(2)]
- Newly installed plumbing fixtures shall be water-conserving in compliance with the California Plumbing Code and Green Building Standards. Water closets shall not exceed 1.28 gallons per flush, showerheads shall not exceed 2.0 GPM and new lavatory faucets shall not exceed 1.2 GPM at 60 PSI. [CPC 407.2, 408.2 & 411.2] All existing plumbing fixtures not included in the scope of new work shall be replaced if necessary to comply with SB407 Plumbing Fixtures Replacement requirements. See Water Conservation Certification Form.

Bathroom Plumbing, Toilets & Sinks:

- Toilets and toilets require a minimum 15 inches of clearance from the center line of the bowl to each side, and 24 inches of clearance from the front edge of the bowl. [CPC 402.5] The maximum flow rate is 1.28 GPM. [CPC 403.3.1]
- Lavatory sinks require a minimum of 24 inches front clearance. [CPC 402.5] **(new in 2016 code)**
- Showers require a minimum 2 inch drain and trap. [CPC Table 702.1]
- All shower compartments shall have a minimum finished interior of 1024 square inches and shall be capable of encompassing a 30 inch diameter circle. [CPC 408.6] The cuts may encroach on these size requirements. All surfaces shall be waterproof up to 72 inches above the drain inlet. [CNC R307.2] Thresholds shall be of sufficient width to accommodate a minimum 22 inch clear egress opening from the shower. [CPC 408.6]
- Safety glass (tempered or laminated) is required for all glass shower doors and partitions and for windows in walls facing the tub or shower and located less than 60 inches above the standing surface of the tub/shower and within 60 inches horizontally. [CPC R308.4.1A.5]
- The maximum water temperature to a shower or tub/shower combination is 120°F. The water heater thermostat cannot be used as the control for this temperature. Valves shall provide scald and thermal shock protection, and be pressure-balanced, thermostatic, or combination pressure-balanced/thermostatic mixing in accordance with ASSE 1016 or ASME A112.18.1/CSA B125.1. [CPC 408.3]

Mechanical:

- Mechanical ventilation is required in all bathrooms with tubs or showers. The fan must move a minimum 50 CFM of air and be separately switched from the lighting. Fans that operate continuously can be 20 CFM. The duct must terminate on the exterior not less than 3 feet from openings into the building. [CNC 502.2.1]
- Baths with no tub or shower (half baths) do not require mechanical ventilation if they are provided with a window at least 3 sq. ft. half of which is operable. [CPC R303.3]

Tile & Backing:

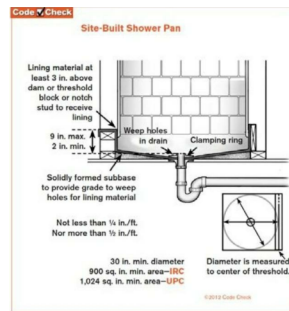
- Water-resistant gypsum board (purple board) can be used as a tile backer board in areas that are not subject to direct exposure to water or high humidity. [CPC R702.3.1.1] Examples would be a wall behind a toilet or above a vanity countertop. Purple board cannot be used in a shower for direct application of tile. It can be used in showers behind a water-resistant membrane with mortar bed and other acceptable materials for application of tile in showers include cement board, fiber-cement or glass mat gypsum backer. [CPC R702.4.2]

"B:\DGP\FINAL\FOR\Bathrooms\BATH_Kitchen_Bath_Laundry Remodel Requirements, 2016 Codes_04-2016.docx"

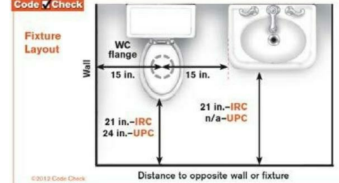
Page 7 of 7

"B:\DGP\FINAL\FOR\Bathrooms\BATH_Kitchen_Bath_Laundry Remodel Requirements, 2016 Codes_04-2016.docx"

Page 8 of 7



Residential Bathroom Remodel F&P
Updated: 03/14/2020 (hhu)



Shower Pan

Code Check

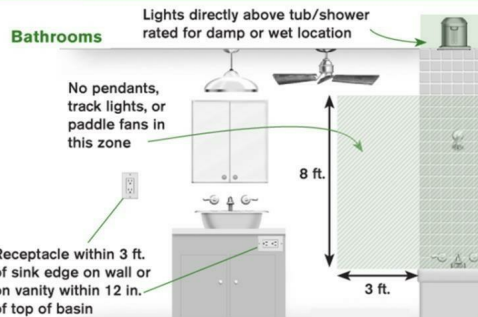
Outside dimensions:

IAPMO listed—39 1/2 in.

Not IAPMO listed—37 1/2 in.

Min. 2 1/2 in.

©2013 Code Check



CALIFORNIA FIRE CODE NOTES:

- ELECTRONIC DOCUMENTS: THE FIRE CODE OFFICIAL MAY REQUIRE ELECTRONIC BASE DOCUMENTS FOR ALL CONSTRUCTION DOCUMENTS AND OPERATIONAL PERMITS. CFC SECTION 106.2.1, ADDED BY MMC SECTION V-300-2.28, AND CFC SECTION 106.1.1
2. AUTOMATIC FIRE SPRINKLER REQUIREMENTS: AN AUTOMATIC SPRINKLER SYSTEM SHALL BE PROVIDED THROUGHOUT THE NEW DWELLINGS (MAIN, GUEST ADJ. ACCESSORY STRUCTURE) INCLUSIVE OF BASEMENTS AND GARAGES. MLPTAS MUNICIPAL CODE SECTION V-300-2.69, CFC SECTION 903.2
3. FIRE DEPARTMENT ACCESS: FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED FOR EVERY BUILDING HEREINAFTER CONSTRUCTED WHEN ANY PORTION OF AN EXTERIOR WALL OF THE FIRST STORY IS LOCATED MORE THAN 150 FEET FROM FIRE APPARATUS ACCESS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING. FIRE APPARATUS ACCESS SHALL MEET THE FOLLOWING:
1. 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 903.1
 2. ARCHITECTURAL PLANS SHOWING THE FIRE ACCESS AT THE WEST SIDE OF THE BUILDING (SIMILAR TO 3D RENDERING 1/1A15) SHALL BE REFLECTED ON ALL PLANS DURING PERMITTING.
 3. THE PRIVATE ROAD SHALL BE DESIGNED FOR FIRE APPARATUS ACCESS. FIRE ACCESS DIMENSIONS, FIRE APPARATUS ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED WIDTH OF NOT LESS THAN 20 FEET (6096 MM). CFC SECTION 903.2.1
- EXCEPTION:
- MLPTAS MUNICIPAL CODE XI-10-45.11
- 45.11-1: PRIVATELY OWNED AND MAINTAINED ACCESS FROM THE PUBLIC ROAD TO EACH SINGLE-FAMILY DWELLING SHALL BE A MINIMUM OF FOURTEEN (14) FEET IN WIDTH. TURNING RADIUS SHALL BE DESIGNED TO MEET THE FIRE DEPARTMENT'S REQUIREMENTS.
- 45.11-2: TURNOUT SPACE SHALL BE PROVIDED ON DRIVEWAY'S OVER ONE HUNDRED FIFTY (150) FEET IN LENGTH WITH A MAXIMUM SPACING OF ONE HUNDRED FIFTY (150) FEET IF DRIVEWAY IS LESS THAN EIGHTEEN (18) FEET WIDE.
- 45.11-3: TURNAROUND: ALL DWELLING UNITS SHALL PROVIDE AN ON-SITE AREA FOR VEHICLES TO TURN AROUND IF SERVED BY A DRIVEWAY OVER ONE HUNDRED FIFTY (150) FEET IN LENGTH TO MEET FIRE DEPARTMENT'S REQUIREMENTS.
- 45.11-4: VERTICAL CLEARANCE: ALL PRIVATELY OWNED AND MAINTAINED ROADS AND DRIVES SHALL ASSURE A MINIMUM FOURTEEN (14) FOOT VERTICAL CLEARANCE.
- FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS AND SHALL BE SURFACED SO AS TO PROVIDE ALL-WEATHER CAPABILITIES. BEARING CAPACITY SHALL BE DESIGNED TO PROVIDE A MINIMUM OF 75,000 LBS BEARING CAPACITY FOR THE FIRE APPARATUS. CFC SECTION 503.2.3, D102.1
5. THE GRADE (MAXIMUM 10%) OF THE FIRE APPARATUS ACCESS ROAD SHALL BE WITHIN THE LIMITS ESTABLISHED BY THE FIRE CODE OFFICIAL BASED ON THE FIRE DEPARTMENT'S APPARATUS. CFC SECTION 503.2.7
6. ACCESS CONTROL DEVICES: WHEN ACCESS CONTROL DEVICES INCLUDING BARS, GRATES, GATES, ELECTRIC OR MAGNETIC LOCKS OR SIMILAR DEVICES, WHICH WOULD INHIBIT RAPID FIRE DEPARTMENT EMERGENCY ACCESS TO THE BUILDING, ARE INSTALLED, SUCH DEVICES SHALL BE APPROVED BY THE FIRE CODE OFFICIAL. ALL ACCESS CONTROL DEVICES SHALL BE PROVIDED WITH AN APPROVED MEANS FOR DEACTIVATION OR UNLOCKING BY THE FIRE DEPARTMENT. ACCESS CONTROL DEVICES SHALL ALSO COMPLY WITH:
- CHAPTER 10 EGRESS: KNOK BOX LOCATION SHALL BE AT 6 FEET ABOVE THE FINISH FLOOR, OR FIRE ACCESS WALKWAY OR ROAD. [REF: CFC 504.6, ADDED BY MMC V-300-2.54]
7. PREMISES IDENTIFICATION: NEW AND EXISTING BUILDINGS SHALL HAVE APPROVED ADDRESS NUMBERS. ADDRESS NUMBERS SHALL BE ILLUMINATED AND LOCATED WHERE THEY ARE CLEARLY VISIBLE FROM THE STREET. CFC SECTION 505
8. FIRE HYDRANT SYSTEMS: FIRE HYDRANT SYSTEMS SHALL COMPLY WITH 2022 CFC SECTION 507.5.1 THROUGH 507.5.6 AND APPENDIX C OR BY AN APPROVED METHOD. 202 CALIFORNIA FIRE CODE 507.5
9. FIRE FLOW: FIRE FLOW REQUIREMENTS FOR BUILDINGS OR PORTIONS OF BUILDINGS AND FACILITIES SHALL BE DETERMINED BY AN APPROVED METHOD OR APPENDIX B OR THE CITY OF MILPITAS ENGINEERING REQUIREMENT.
1. FIRE FLOW DATA BASED ON THE 7,862 SQUARE-FOOT TYPE VB BUILDING TOTAL AREA PROVIDED, A MINIMUM REQUIREMENT OF 1,250 GPM, TABLE B105.101 FOR HYDRANT. AVAILABLE FIRE FLOW SHALL BE TAKEN INTO CONSIDERATION WHEN DESIGNING THE FIRE SPRINKLER SYSTEM. WATER SUPPLY SHALL BE TAKEN INTO CONSIDERATION WHEN DESIGNING THE FIRE SPRINKLER SYSTEM.
- WATER SUPPLY SHALL BE REVIEWED AND APPROVED PER THE CITY OF MILPITAS ENGINEERING DEPARTMENT STANDARD AND THE MOST DEMANDING REQUIREMENT FOR DOMESTIC AND FIRE SERVICE WILL BE FOLLOWED. APPROVAL OF THIS PERMIT IS CONTINGENT UPON APPROVAL OF THE PRIVATE MAIN SUPPLY UNDER BUILDING PERMIT # B-S17-0022 & FIRE RECORD # 2017-1604. THESE PERMITS ARE FOR THE PRIVATE HYDRANTS ALONG TERRA VISTA COURT THAT ARE NOT YET APPROVED (CONTACT THE CITY OF MILPITAS ENGINEERING FOR FURTHER DETAILS).
10. WATER SUPPLY REQUIREMENTS: WHERE A PORTION OF THE FACILITY OR BUILDING HEREINAFTER CONSTRUCTED OR MOVED INTO OR WITHIN THE JURISDICTION IS MORE THAN 400 FEET (122M) FROM A HYDRANT ON A FIRE APPARATUS ACCESS ROAD, AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE FACILITY OR BUILDING, ON-SITE FIRE HYDRANTS AND MAINS SHALL BE PROVIDED WHERE REQUIRED BY THE FIRE CODE OFFICIAL. CFC SECTION 507.5.1
1. EXCEPTION: FOR GROUP R-3 AND GROUP U OCCUPANCIES, EQUIPPED THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1, 903.3.1.2 OR 903.3.1.3, THE DISTANCE REQUIREMENT SHALL BE NOT MORE THAN 600 FEET
11. SPRINKLER SYSTEM SUPERVISION AND ALARMS, AND MONITORING: IT IS RECOMMENDED THAT DUE TO THE LOCATION OF THE HOME (HILLSIDE) THE AUTOMATIC FIRE SPRINKLER SYSTEM FOR THIS HOME BE A SYSTEM FOR THIS HOME BE A SYSTEM THAT HAS SUPERVISION AND ALARM AND MONITORING SYSTEM IN CONFORMANCE TO THE CA FIRE CODE SECTION 903.4
12. R OCCUPANCY - SMOKE ALARM: SINGLE- AND MULTIPLE-STATION SMOKE ALARMS, LISTED SINGLE- AND MULTIPLE-STATION SMOKE ALARMS COMPLYING WITH UL 217 SHALL BE INSTALLED IN ACCORDANCE WITH SECTIONS 907.2.11.1 THROUGH 907.2.11.7 AND NFPA 72.
1. EXCEPTION: FOR GROUP R OCCUPANCIES, A FIRE ALARM SYSTEM WITH SMOKE DETECTORS LOCATED IN ACCORDANCE WITH THIS SECTION MAY BE INSTALLED IN LIEU OF SMOKE ALARMS. UPON ACTUATION OF THE DETECTOR, ONLY THOSE NOTIFICATION APPLIANCES IN THE DWELLING UNIT OR GUEST ROOM WHERE THE DETECTOR IS ACTUATED SHALL ACTIVATE. [REF: CFC 907.2.10]
13. THE MILPITAS FIRE DEPARTMENT SHALL APPROVE NEW INSTALLATION AND/OR MODIFICATIONS TO EXISTING FIRE PROTECTION, ALARM OR MONITORING SYSTEMS. A SEPARATE SUBMITTAL IS REQUIRED TO THE MILPITAS FIRE DEPARTMENT, FOR REVIEW AND APPROVAL, PRIOR TO THE COMMENCEMENT OF ANY WORK. CFC SECTION 901.2. THIS WILL INCLUDE THE RELOCATION OF THE ON-SITE FIRE HYDRANT UNDER A FIRE PERMIT FOR UNDERGROUND FIRE SERVICE LINES.



ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF THE DESIGNER AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT WRITTEN CONSENT OF THE DESIGNER.

Hassan Safar

PROJECT:
SANDHU RESIDENCE
SINGLE FAMILY RESIDENCE
1327 TERRA VISTA CT.,
MILPITAS, CA 95035

REVISION TABLE:

COMMENT BY CITY 12/15/2023

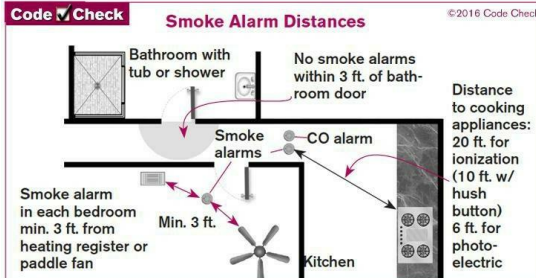
SHEET TITLE:

GENERAL NOTES

PROJECT ID:	612
DATE:	1/30/2023
SCALE:	AS NOTED
DRAWN BY:	SMH

SHEET NO.:

A-18



SKYLIGHT NOTES:

SEC 2409.4 SKYLIGHTS SET AT AN ANGLE OF LESS THAN 45 DEGREES FROM THE HORIZONTAL PLANE SHALL BE MOUNTED AT LEAST 4" ABOVE THE PLANE OF THE ROOF ON A CURB CONSTRUCTED OF MATERIALS AS REQUIRED FOR THE FRAME.

SKYLIGHTS MUST BE INSTALLED IN THE PLANE OF THE ROOF WHEN THE ROOF SLOPE IS 45 DEGREES OR GREATER FROM HORIZONTAL.

FOR OPENING SKYLIGHTS: SECTION 506-VENT TERMINATION

A) EACH VENT PIPE OR STACK SHALL EXTEND THROUGH ITS FLASHING AND SHALL TERMINATE VERTICALLY NOT LESS THAN SIX (6) INCHES (152.4 MM) ABOVE THE ROOF NON LESS THAN ONE (1) FOOT (3.0 M) FROM ANY VERTICAL SURFACE.

B) EACH VENT SHALL TERMINATE NOT LESS THAN TEN (10) FEET (3.0 M) FROM OR AT LEAST THREE (3) FEET (0.9 M) ABOVE ANY OPENABLE WINDOW, DOOR, OPENING, AIR INTAKE OR VENT SHAFT, NOR LESS THAN THREE (3) FEET (0.9 M) IN EVERY DIRECTION FROM ANY LOT LINE, ALLEY AND STREET EXCEPTED FOR OIL.

C) TYPE-I VENTING SYSTEMS SHALL TERMINATE NOT LESS THAN 2 FEET ABOVE THE ROOF THROUGH WHICH IT PASSES NOT LESS THAN 4 FEET FROM AN PORTION OF THE BUILDING WHICH EXTENDS AT AN ANGLE OF MORE THAN 45° UPWARD FROM THE HORIZONTAL. FOR GAS-DIVENT TERMINALS, VENTING SYSTEMS SHALL TERMINATE NOT LESS THAN 4 FEET BELOW OR 4 FEET HORIZONTALLY FROM, NOT LESS THAN 1 FOOT ABOVE, ANY DOOR, WINDOW OR GRAVITY AIR INLET INTO ANY BUILDING.

FLOOR PLAN NOTES:

- 1) TERMINATION OF ALL ENVIRONMENTAL AIR DUCTS SHALL BE A MINIMUM OF 3FT FROM ANY OPENINGS IN THE BUILDING (I.E., DRYERS, BATH, AND UTILITY FANS, ETC.) MUST BE 3FT AWAY FROM DOORS, WINDOWS, OPENING SKYLIGHTS OR ATTIC VENTS).
- 2) TUB/SHOWER COMBINATION SHALL BE PROVIDED WITH INDIVIDUAL CONTROL VALVES OF THE PRESSURE BALANCE FOR THE THERMOSTATIC MIXING VALVE TYPE PER CPC 418.
- 3) TUB/SHOWER WALLS SHALL BE WATERPROOFED TO AT LEAST 72" ABOVE DRAIN; TUB AND SHOWER COMPARTMENTS SHALL BE FINISHED WITH A NONABSORBENT SURFACE. SUCH WALL SURFACES SHALL BOND TO A HEIGHT OF NOT LESS THAN 6 FEET ABOVE THE FLOOR. (CNC 307.2).
- 4) SHOWER HEADS SHALL HAVE A WATER FLOW RATE OF NOT MORE THAN 1.8 GALLONS PER MINUTE AT 80 PSI. (CNCB 4.303.1.1) MAXIMUM FLOW RATE OF RESIDENTIAL LAVATORY FAUCETS SHALL NOT EXCEED 1.2 GALLONS PER MINUTE AT 60 PSI. (CNCB 4.303.1.4.1) MAXIMUM FLOW RATE OF KITCHEN FAUCETS SHALL NOT EXCEED 1.8 GALLONS PER MINUTE AT 60 PSI. (CNCB 4.303.1.4.4)
- 5) WATER CLOSETS SHALL HAVE A MAXIMUM OF 1.28 GALLONS PER FLUSH, PER CPC 402.2.2
- 6) WATER HEATER PRESSURE RELIEF VALVE SHALL DRAIN TO AN EXTERIOR WALL PER CPC 608
- 7) EMERGENCY EGRESS FROM SLEEPING ROOMS: MINIMUM NET CLEAR OPENABLE DIMENSION OF 24 INCHES IN HEIGHT (R310.1.2). MINIMUM NET CLEAR OPENABLE DIMENSION 20 INCHES IN WIDTH (R310.1.3). MINIMUM NET CLEAR OPENABLE DIMENSION OF 5.7 SF IN AREA. GRADE FLOOR OPENINGS SHALL HAVE A MINIMUM NET CLEAR OPENING OF 5.50 FT (R310.1.1). BOTTOM OF THE CLEAR OPENING SHALL NOT BE GREATER THAN 44 INCHES MEASURING FROM THE FLOOR. (R310.1) FILLED VENT ALL EXISTING EGRESS WINDOWS FOR COMPLIANCE.
- 8) WEATHER-EXPOSED LANONIGS, DECKS AND BALCONIES THAT ARE SEALED UNDERNEATH SHALL BE WATERPROOFED AND HAVE A MIN. 2% SLOPE FOR DRAINAGE. PER CPC R331.3

GLAZING IN HAZARDOUS LOCATIONS:

- (A) FIXED AND OPERABLE PANELS OF SWINGING, SLIDING, AND BI-FOLD DOOR ASSEMBLIES (R308.4.2)
- (B) GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST VERTICAL EDGE IS WITHIN A 24-INCH ARC OF THE DOOR IN A CLOSED POSITION AND WHOSE BOTTOM EDGE IS LESS THAN 60 INCHES ABOVE FLOOR OR WALKING SURFACE. (R308.4.2)
- (C) GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL THAT MEETS ALL OF THE FOLLOWING CONDITIONS (R308.4.3):
 - 1) EXPOSED EDGE OF AN INDIVIDUAL PANE GREATER THAN 9 SQUARE FEET.
 - 2) BOTTOM EDGE LESS THAN 18 INCHES ABOVE FLOOR.
 - 3) TOP EDGE GREATER THAN 36 INCHES ABOVE FLOOR.
 - 4) ONE OR MORE WALKING SURFACES WITHIN 36 INCHES HORIZONTALLY OF THE GLAZING.
 - 5) GLAZING IN RAILINGS. (R308.4.4)
- (D) GLAZING IN ENCLOSURES FOR OR WALLS FACING HOT TUBS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATHTUBS, AND SHOWERS WHERE THE BOTTOM EDGE OF THE GLAZING IS LESS THAN 60 INCHES MEASURED VERTICALLY ABOVE ANY STANDING OR WALKING SURFACE. (R308.4.5)

PLUMBING NOTES:

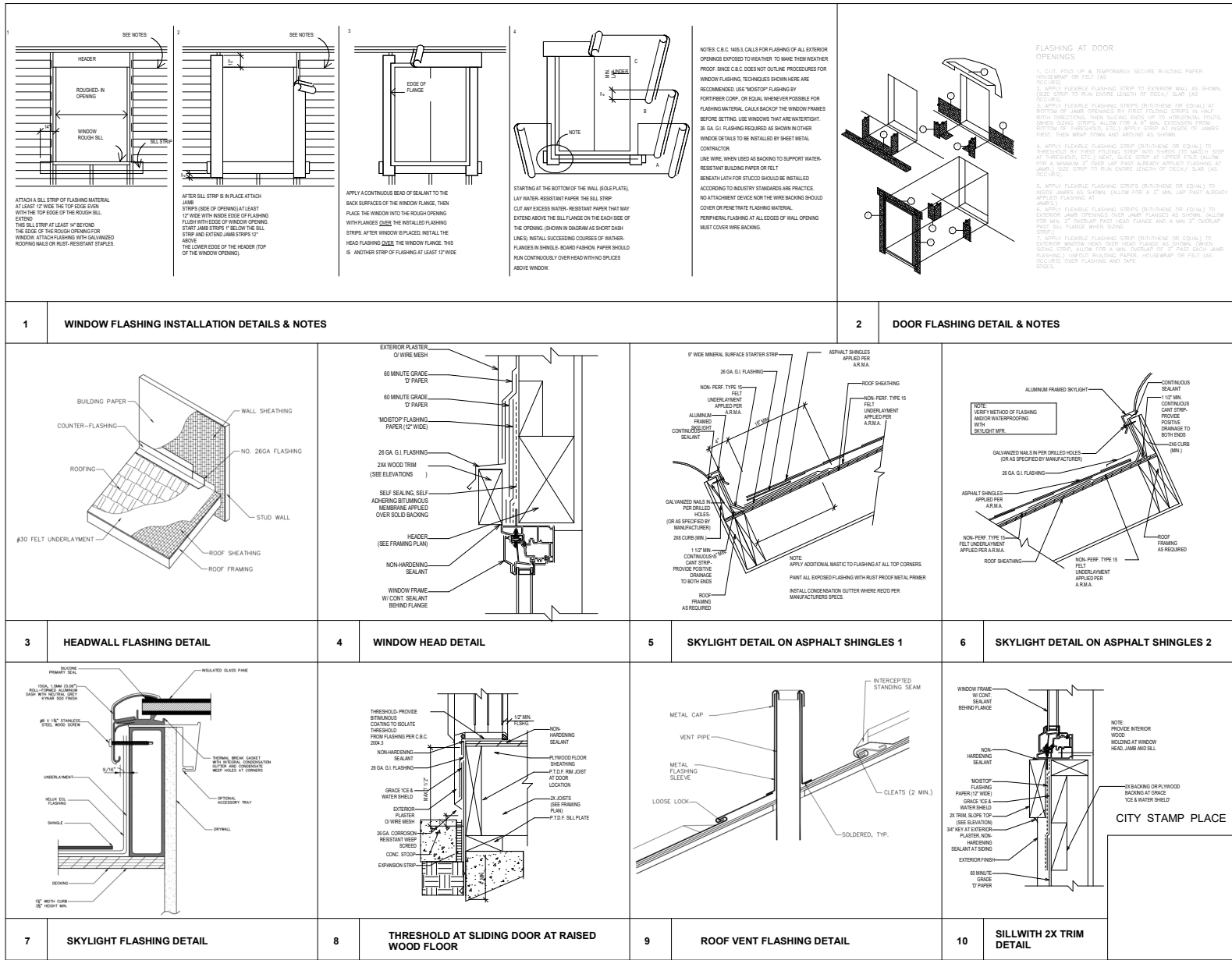
- P1. SHOWERS AND SHOWER-TUBS SHALL BE PROVIDED WITH INDIVIDUAL CONTROL VALVES OF THE PRESSURE BALANCE, THERMOSTATIC, OR COMBINATION PRESSURE BALANCE/ THERMAL SHOCK PROTECTION. (408.3 CPC)
- P2. KITCHEN RANGE HOODS ARE REQUIRED WITH A MINIMUM OF 100 CFM AND MUST VENT TO THE EXTERIOR. ANSI/ASHRAE STANDARD 62.2 AND CMC TABLE 403.7. CMC 402.1.2 & 504.5.
- P3. DISHWASHING MACHINES: SHALL DISCHARGE INDIRECTLY THROUGH A LISTED AIR GAP FITTING LOCATED IN THE DISCHARGE SIDE OF THE DISHWASHER. SUCH FITTING SHALL BE LOCATED ABOVE THE FLOOR LEVEL OF THE SINK OR DRAIN BOARD. CPC 414.3 & CPC 608.4
- P4. SHOWER STALLS SHALL HAVE A CLEAR INTERIOR FINISH AREA OF 1024 SQUARE INCHES AND BE ABLE TO ACCOMMODATE A MINIMUM 30 INCH CIRCLE AT THE THRESHOLD LEVEL. THESE CLEARANCES SHALL BE MAINTAINED UP TO A HEIGHT OF 70 INCHES ABOVE SHOWER DRAIN. (CPC 408.6)
- P5. SHOWER DOORS SHALL OPEN 50 AS TO MAINTAIN NOT LESS THAN A 22 INCH UNOBSTRUCTED OPENING FOR EGRESS. (CPC 408.5)
- P6. THE MAXIMUM HOT WATER TEMPERATURE DISCHARGING FROM THE BATHTUB, SHOWER AND WHIRLPOOL BATHTUB FILLER SHALL BE LIMITED TO 120 DEGREES FAHREHNEIT. THE WATER HEATER THERMOSTAT SHALL NOT BE CONSIDERED A CONTROL FOR MEETING THIS PROVISION. (CPC 408-3)
- P7. NO WATER CLOSET OR BISET SHALL BE SET CLOSER THAN 15 INCHES FROM ITS CENTER TO A SIDE WALL OR OBSTRUCTION NOR CLOSER THAN 30 INCHES CENTER TO CENTER TO A SIMILAR FIXTURE. THE CLEAR SPACE IN FRONT OF A WATER CLOSET, LAVATORY, OR BISET SHALL BE NOT LESS THAN 24 INCHES. (CPC402.5)
- P8. TUB/SHOWER COMBINATION SHALL BE PROVIDED WITH INDIVIDUAL CONTROL VALVES OF THE PRESSURE BALANCE FOR THE THERMOSTATIC MIXING VALVE TYPE PER CPC 418.
- P9. TUB/SHOWER WALLS SHALL BE WATERPROOFED TO AT LEAST 72" ABOVE DRAIN.
- P10. SHOWER HEADS SHALL HAVE A WATER FLOW RATE OF NOT MORE THAN 1.8 GALLONS PER MINUTE AT 80 PSI. (CNCB 4.303.1.1.1) MAXIMUM FLOW RATE OF RESIDENTIAL LAVATORY FAUCETS SHALL NOT EXCEED 1.2 GALLONS PER MINUTE AT 60 PSI. (CNCB 4.303.1.4.1) MAXIMUM FLOW RATE OF KITCHEN FAUCETS SHALL NOT EXCEED 1.8 GALLONS PER MINUTE AT 60 PSI. (CNCB 4.303.1.4.4)
- P11. WATER CLOSETS SHALL HAVE A MAXIMUM OF 1.28 GALLONS PER FLUSH, PER CPC 402.2.2
- P12. WATER HEATER PRESSURE RELIEF VALVE SHALL DRAIN TO AN EXTERIOR WALL PER CPC 608
- P13. WATER HEATER SHALL BE PROVIDED WITH TEMPERATURE AND PRESSURE RELIEF VALVES. (504.4, 504.5 CPC) THE RELIEF VALVES SHALL BE PROVIDED WITH A DRAIN, WHICH EXTENDS FROM THE VALVES TO THE OUTSIDE OF THE BUILDING. SHOW THE DRAIN LINE ON THE PLANS. (CPC 608.5)
- P14. PLACE THE WATER HEATER WHICH IS IN THE GARAGE ON TOP OF A PLATFORM WHICH PLACES THE SOURCE OF IGNITION AT LEAST 18" ABOVE THE FLOOR LEVEL. APPLIANCES SUCH AS THE WATER HEATER, INSTALLED IN THE GARAGE WHERE THEY MAY BE SUBJECT TO MECHANICAL DAMAGE, SHALL BE ELEVATED OR INSTALLED BEHIND PROTECTIVE BARRIERS. (CPC 507.13)
- P15. HOSE BIBS SHALL BE FITTED WITH A NON-REMOVABLE BACK-FLOW DEVICE. (CPC 603.5.7)

MECHANICAL NOTES:

- M1. HABITABLE SPACE WILL BE PROVIDED WITH A HEATING SYSTEM CAPABLE IS CAPABLE OF MAINTAINING A MINIMUM ROOM TEMPERATURE OF 68° AT A POINT 3 FEET ABOVE THE FLOOR AND 2 FEET FROM EXTERIOR WALLS IN THE NEW ADDITION. CRC R303.9.
- M2. TERMINATION OF ALL ENVIRONMENTAL AIR DUCTS SHALL BE A MINIMUM OF 3 FEET FROM ANY OPENINGS INTO THE BUILDING (I.E., DRYERS, BATH AND UTILITY FANS, ETC.) MUST BE 3 FEET AWAY FROM DOORS, WINDOWS, OPENING SKYLIGHTS, OR ATTIC VENTS. THE TERMINATION SHALL BE A MINIMUM 3 FEET AWAY FROM THE PROPERTY LINE. CNC 504.3.
- M3. WATER HEATER AT GARAGE: APPLIANCES AND RECEPTACLES INSTALLED IN GARAGE GENERATING A GLOW, SPARK OR FLAME SHALL BE LOCATED 18" ABOVE FLOOR UNLESS IT IS LISTED AS FLAMMABLE VAPOR IGNITION RESISTANT. PROVIDE PROTECTIVE POST OR OTHER IMPACT BARRIER FROM VEHICLES (CNC 308.6)
- M4. DRYER MUST BE EQUIPPED WITH A BACKDRAFT DAMPER WITH NO SCREEN. DUCT IS LIMITED TO 14 FEET IN LENGTH WITH TWO 90 DEGREE ELBOWS FORM CLOTHES DRYER TO THE POINT OF TERMINATION PER CNC 504.3.1.2. (DUCT SHALL TERMINATE AT LEAST 36" FROM OPENINGS INTO BUILDING)

FURNACE NOTES:

- ELECTRICAL REQUIREMENTS
- AN APPROVED, INDEPENDENT MEANS OF DISCONNECT FOR THE ELECTRICAL SUPPLY TO EACH TYPE OF EQUIPMENT SHALL BE PROVIDED IN SIGHT OF THE EQUIPMENT SERVED WHEN THE SUPPLY VOLTAGE EXCEEDS 50 VOLTS TO MEET THESE PROVISIONS. (CNC 310.1)
- A) A DEDICATED CIRCUIT SHALL BE PROVIDED FOR THE FURNACE. (CNC 422.1.2)
- A 120-VOLT SERVICE RECEPTACLE SHALL BE LOCATED WITHIN 25 FEET OF, AND ON THE SAME LEVEL AS, THE EQUIPMENT FOR MAINTENANCE. THE SERVICE RECEPTACLE SHALL NOT BE CONNECTED ON THE LOAD SIDE OF THE REQUIRED MEANS OF DISCONNECT. (CNC 310.1)
- A PERMANENT SWITCH CONTROLLED LIGHTING FIXTURE SHALL BE INSTALLED FOR MAINTENANCE OF EQUIPMENT IS REQUIRED AND SHALL BE ACCESSIBLE. SUCH FIXTURE SHALL PROVIDE SUFFICIENT ILLUMINATION TO SAFELY APPROACH THE EQUIPMENT AND PERFORM THE TASKS FOR WHICH ACCESS IS REQUIRED. CONTROL OF THE LIGHTING SHALL BE PROVIDED AT THE ACCESS ENTRANCE. (CNC 210.70)
- DUCT AIR LEAKAGE TEST (CEES 150.2(B)(1)(E)). AN AIR LEAKAGE TEST, PERFORMED BY A HERS RATER, IS REQUIRED FOR EXISTING DUCTS WHENEVER THE EXISTING FURNACE IS REPLACED. AT THE FINAL INSPECTION, THE CF-3R FORM COMPLETED BY A HERS RATER IS REQUIRED TO BE PROVIDED TO THE BUILDING INSPECTOR. A LISTING OF CERTIFIED HERS RATES MAYBE FOUND AT: <http://www.energy.ca.gov/hers/providers.html>
- WARM-AIR FURNACES AND UNIT HEATERS RATED AT LESS THAN 225,000 BTU/H SHALL HAVE A MINIMUM EFFICIENCY RATING OF 78% ANNUAL FUEL UTILIZATION EFFICIENCY. —COMBUSTION AIR (CMC CHAPTER 7)
- FURNACES LOCATED IN AN ATTIC AREA SHALL COMPLY WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. —ANCHORAGE OF EQUIPMENT (CNC 303.5)
- THE FURNACE SHALL BE PROPERLY ANCHORED AND SUPPORTED. —CLEANANCE FROM COMBUSTIBLE MATERIALS (CNC 904.2) THE CLEAR SPACE AND DISTANCE TO COMBUSTIBLE MATERIALS SHALL BE MAINTAINED AS REQUIRED BY THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. —AIR-LEAKAGE OF EQUIPMENT (CNC 303.5)
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SANDHU RESIDENCE
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MILPITAS, CA 95035

REVISION TABLE:

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SHEET TITLE:

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PROJECT ID: 612
DATE: 1/30/2023
SCALE: AS NOTED
DRAWN BY: S.M.H.

SHEET NO.:
A-20

Fresh Concrete and Mortar Application

Who should use this information?

- Masons and Bricklayers
- Weak Construction Crews
- Public Construction Workers
- General Contractors
- Concrete Contractors
- Home Builders
- Developers
- Concrete Delivery/Pumping Workers

Storm Drain Pollution from Fresh Concrete

Fresh concrete and cement related materials that wash into lakes, streams, or waterways can harm fish and the aquatic environment. Disposing of these materials in the storm drains or creeks can block storm drains, cause serious problems, and is prohibited by law.

Doing the Job Right

General Business Practices

- Wash out concrete mixer only in designated wash-out areas to your yard, away from storm drains and waterways, where the wash water will flow into a temporary water pit or a dry area. Let water percolate through soil and dispose of settled, hardened concrete as garbage. Whenever possible, recycle washwater by pumping back into mixer for reuse.
- Wash out chutes into dirt areas or pits that do not flow to streets or drains.
- Always store both dry and wet materials under cover, protected from rainfall and runoff and away from storm drains or waterways. Protect dry materials from rain.
- Secure bags of cement after they are open. Be sure to keep wind-blown cement powder away from streets, potholes, storm drains, ditches, and runoff.
- Do not use diesel fuel as a lubricant on concrete forms, tools, or rollers.
- Never dispose of washout into the street, storm drains, drainage ditches, or streams.

During Construction

General Business Practices

- Don't mix up more fresh concrete or cement than you will use in a two-hour period.
- Don't mix and operate small mixers on tops or heavy plastic drop cloths.
- When cleaning up after driveway or sidewalk construction, wash hoses into dirt area, not down the driveway or into the street or storm drain.
- Protect applications of fresh concrete and mortar from rainfall and runoff until the material has dried.
- Wash down exposed aggregate concrete only when the wash water can flow into a dirt area. (2:1 ratio onto a banded surface of concrete can be pumped and disposed of properly) or (2:1 be vacuumed from a catchment created by blocking a storm drain with 4" necessary, don't runoff with temporary baffle. Make sure runoff does not wash potholes or storm drains).
- When breaking up pavement, be sure to pick up all the pieces and dispose of properly. Recycle large chunks of broken concrete at a local recycling facility.
- Do not use diesel fuel or lubricant on concrete forms, tools, or rollers.
- Never dispose of washout into the street, storm drains, drainage ditches, or streams.

Spill Cleanup

General Business Practices

- Clean up spills immediately when they happen.
- Never hose down "dry" pavement or impervious surfaces where fluids have been spilled. Use dry cleaning methods (absorbent materials, cat litter, etc.) or rags, whenever possible and properly dispose of absorbent materials.
- Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or "hazy them."
- Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- Report significant spills to the appropriate local spill response agencies (e.g., in Milpitas, dial 911). Hazardous materials might cause a spill.

General Construction and Site Supervision

Who should use this information?

- General Contractors
- Site Supervisors
- Inspectors
- Home Builders
- Developers
- Homeowners

Storm Drain Pollution from Construction Activities

Construction sites are common sources of storm water pollution. Materials and wastes that blow or wash off the site can enter the storm drain, creek, or street have a direct impact on local waterways.

- As a contractor, or site supervisor, owner or operator of a site, you may be responsible for any environmental damage caused by your subcontractors or employees.

BLUEPRINT FOR A CLEAN BAY

Best Management Practices for the Construction Industry

Remember: The property owner and the contractor share ultimate responsibility for the activities that occur on a construction site. You may be held responsible for any environmental damage caused by your subcontractors or employees.

Preventing Pollution: It's Up to Us

In the Santa Clara Valley, storm drain transport water directly to local creeks and San Francisco Bay without treatment. Stormwater pollution is a serious problem for wildlife dependent on our creeks and bays and for the people who live near polluted streams or bays. Common sources of this pollution include spilled oil, dirt, and fluids from vehicles, and heavy equipment construction debris, sediment caused by erosion. Sanctions against polluting positions or waterways, and materials such as used motor oil, antifreeze, and paint products that people pour or spill into a street or storm drain.

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

Spill Response Agencies:

1. Dial 911
2. Santa Clara County Environmental Health (408) 299-6939
3. Cupertino's Office of Environmental Services (408) 952-7510 (24 hours)

Small Business Hazardous Waste Disposal Program

Santa Clara County businesses that generate less than 27 gallons or 225 pounds of hazardous waste per month are eligible to use Santa Clara County's Small Business Hazardous Waste Disposal Program. Call (408) 299-7380 for a quote, more information or guidance on disposal.

Local Pollution Control Agencies

- Santa Clara County Office of Toxic and Solid Waste Management (408) 441-1700
- Santa Clara Valley Water District (408) 265-2600
- San Jose/Santa Clara Water Pollution Control District (408) 945-1500
- Serving Milpitas, Cupertino, Los Gatos, Milpitas, Menlo Park, San Jose, Santa Clara, and San Ramon

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Heavy Equipment Operation

Who should use this information?

- Vehicle and Equipment Operators
- Site Supervisors
- General Contractors
- Home Builders
- Developers

Doing the Job Right

Site Planning and Preventive Vehicle Maintenance

- Designate one area of the construction site, well away from streams or storm drain inlets, for auto and equipment parking, refueling, and routine maintenance. Contain the area with berms, sand bags, or other barriers.
- Maintain all vehicles and heavy equipment. Service frequently for and repair leaks.
- Perform major maintenance, repair jobs, and vehicle and equipment washing off site when cleaning a spill.
- If you must drain and replace motor oil, radiator coolant, or other fluids on site, use drip pans or trays. If it is caught drip and spills. Collect all spent fluids, store in separate containers. Recycle them whenever possible, otherwise, dispose of them in hazardous waste.
- Do not use diesel fuel to lubricate equipment parts or clean equipment.
- Use only fresh fuel when filling tanks.
- Cover exposed fuel wheel tanks and other oil or greasy equipment with a tarp.
- Use an oil spill kit as possible for storm drains. Ensure waste used does not blow or discharge to storm drains.

Spill Cleanup

General Business Practices

- Clean up spills immediately when they happen.
- Never hose down "dry" pavement or impervious surfaces where fluids have been spilled. Use dry cleaning methods (absorbent materials, cat litter, etc.) or rags, whenever possible and properly dispose of absorbent materials.
- Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or "hazy them."
- Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- Report significant spills to the appropriate local spill response agencies (e.g., in Milpitas, dial 911). Hazardous materials might cause a spill.

Earth-Moving and Dewatering Activities

Who should use this information?

- Bulldozers, Backhoes, and Grading
- Machine Operators
- Dump Truck Drivers
- Site Supervisors
- General Contractors
- Home Builders
- Developers

Storm Drain Pollution from Earth-Moving Activities

Soil excavation and grading operations become large amounts of soil that can be lost to the storm drain when handled improperly. Sediment in runoff can clog storm drains, and debris can block them. Sediment and debris can also clog or obstruct storm drains, and debris can block them. Sediment and debris can also clog or obstruct storm drains, and debris can block them.

- Do not use diesel fuel to lubricate equipment parts or clean equipment.
- Use an oil spill kit as possible for storm drains. Ensure waste used does not blow or discharge to storm drains.

Detected Contaminated Soil or Groundwater

Contaminated groundwater is a common problem in the Santa Clara Valley. It is important to know what to do if you detect contaminated soil or groundwater.

- If you detect contaminated soil or groundwater, you should:
 - 1. Unusual soil conditions, (discoloration, etc.)
 - 2. Abandoned underground tanks
 - 3. Abandoned wells
 - 4. Bandaged, debris or trash.

Landscaping, Gardening, and Pool Maintenance

Who should use this information?

- Landscapers
- Gardeners
- Lawn Care Services
- Service and Repair Workers
- General Contractors
- Home Builders
- Developers
- Homeowners

Doing the Job Right

General Business Practices

- Keep good records and ensure good housekeeping practices are used.
- Maintain equipment properly.
- Cover materials when they are not in use.
- Keep materials away from streets, storm drains and drainage ditches.
- Ensure dust control water never flows off or discharge to storm drains.

Good Housekeeping Practices

General Business Practices

- Designate one area of the site for auto parking, vehicle refueling, and routine equipment maintenance. The designated area should be well away from streams or storm drain inlets, berms if necessary. Make major repairs or maintenance work away from streets or storm drains.
- Use recyclable materials whenever possible. Arrange for pickup of recyclable materials such as concrete, asphalt, scrap metal, solvents, degreasers, cleaned equipment, motor oil, and used antifreeze, batteries, and tires.
- Dispose of all waste properly. Many construction materials and wastes, including solvents, water-based paints, white Rums, broken asphalt and concrete, wood, and cleaned vegetation can be recycled.
- Materials that cannot be recycled must be taken to an appropriate facility or disposed of in a hazardous waste.
- Never bury waste materials or leave them in the street or near a creek or stream bed.

Materials/Waste Handling

General Business Practices

- Place portable toilets away from storm drains. Make sure portable toilets are in good working order. Check frequently for leaks.
- Use recyclable materials whenever possible. Arrange for pickup of recyclable materials such as concrete, asphalt, scrap metal, solvents, degreasers, cleaned equipment, motor oil, and used antifreeze, batteries, and tires.
- Dispose of all waste properly. Many construction materials and wastes, including solvents, water-based paints, white Rums, broken asphalt and concrete, wood, and cleaned vegetation can be recycled.
- Materials that cannot be recycled must be taken to an appropriate facility or disposed of in a hazardous waste.
- Never bury waste materials or leave them in the street or near a creek or stream bed.

PROJECT: SANDHU RESIDENCE SINGLE FAMILY RESIDENCE

1327 TERRA VISTA CT., MILPITAS, CA 95035

REVISION TABLE:

NO.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

SHEET TITLE: BEST MANAGEMENT PRACTICES

PROJECT ID: 612

DATE: 1/30/2023

SCALE: AS NOTED

DRAWN BY: S.M.H.

SHEET NO.:

A-21

Roadwork and Paving

Who should use this information?

- Road Crews
- Driveway/Sidewalk/Parking Lot Construction Crews
- Soil Contractors
- Operators of Grading Equipment, Paving Machines, Dump Trucks, Concrete Mixers
- General Contractors
- Developers
- Home Builders

Doing the Job Right

General Business Practices

- Develop and implement erosion/sediment control plans for roadway embankments.
- Schedule excavation and grading work during dry weather.
- Check for and repair leaking equipment.
- Perform major equipment repairs at designated areas in your maintenance yard, where cleanup is easy. Avoid performing equipment repairs at construction sites.
- When shuffling or when vehicle/equipment maintenance must be done on site, designate a location away from storm drains and creeks.
- Do not use diesel fuel to lubricate equipment parts or clean equipment.
- Recycle used oil, concrete, broken asphalt, etc. whenever possible, or dispose of properly.

During Construction

General Business Practices

- Avoid paving and seal coating in wet weather, or when rains is forecast, to prevent fresh materials from conducting stormwater.
- Cover and seal catch basins and manholes when applying seal coat, slurry seal, fog seal, or similar material.
- Protect drainage ways by using catch basins, or other controls to catch and filter runoff.
- Never wash excess material from exposed aggregate concrete or similar treatments into a street or storm drain. Collect and recycle, or dispose to dirt area.
- Cover stockpiles (asphalt, sand, etc.) and other construction materials with plastic caps. Protect from rainfall and prevent runoff with temporary runoff or plastic debris collection.
- Park paving machines over drip pans or absorbent material (drip pans, etc.) to catch drips when not in use.
- Clean up all spills and leaking "dry" methods (with absorbent materials and/or) rags, etc., remove, and properly dispose of contaminated soil.

Asphalt/Concrete Removal

General Business Practices

- Avoid creating excess dust when breaking asphalt or concrete.
- After breaking up old pavement, be sure to remove all chunks and pieces. Make sure broken pavement does not come in contact with rainfall or runoff.
- When making new curb, use a little water to break up old curb. Use a shovel to remove old curb and remove from the curb. Cover or protect storm drain inlet during rain-casting. Temporarily seal and properly dispose of all debris.
- Sweep, never hose down dusts to clean up broken asphalt or concrete.
- Do not dump vacuumed liquid in storm drain.

Storm Drain Pollution from Landscaping and Swimming Pool Maintenance

Many landscaping activities expose soils and increase the likelihood that soil and garden chemicals will get off into the storm drain during irrigation or when it rains. Swimming pool water containing chlorine and copper based algaecides should never be discharged to storm drains. These chemicals are toxic to aquatic life.

Milpitas Municipal Code (MMC) 2017

Xi-16-11 Accidental Discharge - Notification of Discharge

(a) All persons shall notify the City by telephone immediately by dialing 911 upon accidentally discharging any material other than an acceptable discharge into a storm drain or watercourse to make downstreams be notified by the City to minimize damage to storm drains and the receiving waters. Prohibited discharges include but are not limited to:

- (1) Discharge of runoff from material storage areas, including containing chemical, fuels, or other potentially polluting or hazardous materials;
- (2) Discharge of pool or fountain water containing chemicals, bacteria, or other chemicals; discharge of pool or fountain fire backwash water;
- (3) Discharge of liquids, gel wastes, vegetation, debris, or other landscape or construction related wastes; and
- (4) Discharge of fuel-related wastes (gas, fuel, gas processing, and resistant kerosene and tank tank wash water, etc.).

(b) The person deemed to be the City responsible for the discharge, shall be the City if the discharge occurs on the City's property, or if the discharge occurs on the property of a person or persons who are not the City Manager or his or her designee. This notification will not serve persons of liability for violations of this Chapter or for any fees imposed on the City or on the City Manager or his or her designee.

(c) The person deemed to be the City responsible for the discharge, shall be the City if the discharge occurs on the City's property, or if the discharge occurs on the property of a person or persons who are not the City Manager or his or her designee. This notification will not serve persons of liability for violations of this Chapter or for any fees imposed on the City or on the City Manager or his or her designee.

(d) Notice of Noncompliance, if the severity of the violation warrants immediate action, a Notice of Noncompliance or Stop Work Notice shall be issued, permits may be suspended or rescinded, Stormwater Pollution Prevention Plans may be required to be implemented, and corrective action may be implemented in accordance with Section 11 of this Chapter. For all other cases, including those over projects where a stormwater pollution prevention plan is not required, the City Manager or his or her designee shall issue a Notice of Noncompliance that shall ensure the violations found. The City Manager or his or her designee shall be notified by the date of a hearing set at his or her discretion. If the violations are not abated by the time period identified in the Notice of Noncompliance, the site shall be deemed to be in noncompliance with this Chapter. Under State law and the City Manager or his or her designee shall have the authority to issue a Stop Work Notice or Stormwater Pollution Prevention Plan. If a Stop Work Notice is issued, corrective actions shall be performed until the site has achieved compliance. Corrective actions may include removal and replacement of the plan, including, but not limited to, Stormwater Pollution Prevention Plan, Erosion Control Plan, or other plans. The City Manager or his or her designee may also require a discharge that has violated any discharge limits contained in this Chapter to install a temporary system for the capture, holding, and treatment of discharges.

(e) Suspension of Utility Service. The City may, without prior notice, suspend water service, sanitary sewer service, and/or storm drain discharge access to a person discharging to the storm drain system where such suspension is necessary to protect or to abate discharge which poses, or may present, imminent and substantial danger to the environment or to the health or welfare of persons or property, or may prevent, imminent and substantial danger to the storm drains.

Xi-16-14 Enforcement and Penalties

(f) Criminal Penalties. Violations of the provisions of this Chapter shall be subject to criminal penalties as provided in Section 1-4.031 of this Code.

(g) Judicial Civil Penalties. Any person who intentionally or negligently violates any provision of this Chapter or any provision of any permit or certificate issued pursuant to this Chapter shall be liable to the City in a suit not to exceed twenty-five thousand dollars per day for each day in which such violations occur.

(h) Administrative Citations. When the City Manager or his or her designee determines that one or more violations of this Chapter have occurred on administrative citation may be issued pursuant to the procedures and rules in Sections 5-500.6.0 through 5-500.6.06. The schedule of fees for administrative citations issued for violations of this Chapter shall be set forth in the schedule of fees established by resolution of the City Council.

(i) Notice of Noncompliance. If the severity of the violation warrants immediate action, a Notice of Noncompliance or Stop Work Notice shall be issued, permits may be suspended or rescinded, Stormwater Pollution Prevention Plans may be required to be implemented, and corrective action may be implemented in accordance with Section 11 of this Chapter. For all other cases, including those over projects where a stormwater pollution prevention plan is not required, the City Manager or his or her designee shall issue a Notice of Noncompliance that shall ensure the violations found. The City Manager or his or her designee shall be notified by the date of a hearing set at his or her discretion. If the violations are not abated by the time period identified in the Notice of Noncompliance, the site shall be deemed to be in noncompliance with this Chapter. Under State law and the City Manager or his or her designee shall have the authority to issue a Stop Work Notice or Stormwater Pollution Prevention Plan. If a Stop Work Notice is issued, corrective actions shall be performed until the site has achieved compliance. Corrective actions may include removal and replacement of the plan, including, but not limited to, Stormwater Pollution Prevention Plan, Erosion Control Plan, or other plans. The City Manager or his or her designee may also require a discharge that has violated any discharge limits contained in this Chapter to install a temporary system for the capture, holding, and treatment of discharges.

(j) Suspension of Utility Service. The City may, without prior notice, suspend water service, sanitary sewer service, and/or storm drain discharge access to a person discharging to the storm drain system where such suspension is necessary to protect or to abate discharge which poses, or may present, imminent and substantial danger to the environment or to the health or welfare of persons or property, or may prevent, imminent and substantial danger to the storm drains.

Painting and Application of Solvents and Adhesives

Who should use this information?

- Painters
- Plumbers
- Plasterers
- Plaster Artists
- Dry Wall Crews
- Floor Covering
- General Contractors
- Home Builders
- Developers
- Homeowners

Doing the Job Right

Handling Paint Products

- Keep all liquid paint products and wastes away from the gutter, street, and storm drains. Liquid residues from paints, primers, solvents, thinners, and cleaning fluids are hazardous wastes and must be disposed of as hazardous.
- Wash water from painted buildings contained both in and out of the paint. If you can collect (into or vacuum) building cleaning water and dispose to the sanitary sewer. Sampling of the water may be required to test the wastewater treatment facility's receiving it.
- When stripping or cleaning building exteriors with high-pressure water, direct wash water onto a dirt area to avoid it from being collected (into or vacuum) building cleaning water and dispose to the sanitary sewer. Sampling of the water may be required to test the wastewater treatment facility's receiving it.

Paint Removal

General Business Practices

- Paint chips and dust from non-hazardous dry stripping and seal coating may be swept up or collected in plastic drop cloths and disposed of at trash.
- For lead-based paints, paint on lead-based paint, or for asbestos-containing materials, use a proper container. Filter and reuse filter water and debris. Dispose of excess filter water and debris as hazardous waste.
- When thoroughly dry, empty paint cans, use brushes, rags, and dry cloths to clean up any spillage or drips in a sanitary landfill. Leave cans of paint cans to the refuse collector who may use them as fuel. Empty, dry, painted cans also may be recycled as well.

Recycle/Reuse Leftover Paints

General Business Practices

- Donate excess water-based latex paint for reuse.
- Reuse leftover oil-based paint. Dispose of non-recyclable blues, whites, and uncolored paint, or hazardous waste.
- Unopened cans of paint may be able to be returned to the paint vendor. Check with the vendor regarding its "buy-back" policy.

Painting Cleanup

General Business Practices

- Never clean brushes or rinse paint containers into a street, gutter, storm drain, French drain, or stream.
- For water-based paints, paint on brushes to the extent possible, and rinse into a dirt area to avoid it from being collected (into or vacuum) building cleaning water and dispose to the sanitary sewer. Sampling of the water may be required to test the wastewater treatment facility's receiving it.

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Kasrosafar

PROJECT:
SANDHU RESIDENCE
SINGLE FAMILY RESIDENCE

1327 TERRA VISTA CT.,
MILPITAS, CA 95035

REVISION TABLE:



SHEET TITLE

RESIDENTIAL MANDATORY MEASURES

PROJECT ID:	612
DATE:	1/30/2023
SCALE:	AS NOTED
DRAWN BY:	S.M.H

SHEET NO.:

A-22

CITY STAMP PLACE

2019 CALGREEN RESIDENTIAL CHECKLIST (MANDATORY)

ITEM #	CALGREEN CODE SECTION	REQUIREMENT	APPLICANT TO COMPLETE		Installer or Designer	
			Plan Check Review Data	Verification	Signature	Date
PLANNING AND DESIGN: MANDATORY REQUIREMENTS						
1	4.106.2	A plan is developed and implemented to manage storm water drainage during construction.	CG-2	NOTE 1		
2	4.106.3	Construction plans indicate how site grading or a drainage system will manage all surface water flows to keep water from entering buildings.	CG-2	NOTE 2		
3	4.106.4.1	For new dwellings and the rebuild of existing dwellings that include a panel upgrade or construction between panel and parking area, a review to a dedicated 208/240-volt branch circuit meeting the requirements, is installed.	CG-2	NOTES 3 & 4		
ENERGY EFFICIENCY: MANDATORY REQUIREMENTS						
4	4.201.1	Building meets or exceeds the requirements of the California Building Energy Efficiency Standards.	T24 SHEETS			
WATER EFFICIENCY & CONSERVATION: MANDATORY REQUIREMENTS						
5	4.303.1	Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) installed in residential buildings comply with CALGreen Sections 4.303.1.1 through 4.303.1.4.6.	CG-2	NOTE 5		
6	4.303.2	Plumbing fixtures and fittings required in CALGreen Section 4.303.1 are installed in accordance with the CPC and meet the applicable referenced standards.	CG-2	NOTE 6		
7	4.304.1	Outdoor potable water use in landscape areas comply with a local water efficient landscape or the current California DWR MWELO, whichever is more stringent.	CG-2	NOTE 7		
8	4.305.1	For new dwellings where disinfected tertiary recycled water is available, installation of recycled water supply system is required per CPC chapter 15.	CG-2	NOTE 8		
9	4.406.1	Annular spaces around pipes, electric cables, conduits or other openings in plates at exterior walls are protected against the passage of rodents by closing such openings with cement mortar, concrete masonry or similar method acceptable to County of Santa Clara.	CG-2	NOTE 9		

TABLE 4.504.1
ADHESIVE VOC LIMIT¹

Less Water and Less Exempt Compounds in Grams per Liter

ADHESIVE VOC LIMIT ¹	
ADHESIVE VOC LIMIT ¹	
Indoor carpet adhesives	50
Carpet and adhesives	50
Outdoor carpet adhesives	150
Wood flooring adhesives	100
Water floor adhesives	60
Ballroom adhesives	50
Ceramic tile adhesives	60
UVI and epoxy tile adhesives	50
Drywall and panel adhesives	50
Cement base adhesives	50
Metals/powder construction adhesives	100
Structural glazing adhesives	100
Single-ply roof membrane adhesives	250
Other adhesives not specifically listed	50
SPECIALTY APPLICATIONS	
PVC welding	510
CPVC welding	490
UVI welding	320
Plastic cement welding	250
Adhesive primer for plastic	350
Cement adhesive	60
Special purpose contact adhesive	250
Structural wood member adhesive	180
Trip and trim adhesive	250
SUBSTRATE SPECIFIC APPLICATIONS	
Metal to metal	50
Plastic foam	50
Plastic material (except wood)	50
Wood	30
Urethanes	80

1. If an adhesive is used to bond dissimilar substrates together, the adhesive with the higher VOC content shall be allowed.
2. For additional information regarding methods to measure the VOC content specified in the table, see both Code for Quality Management District 1108.

TABLE 4.504.2
SEALANT VOC LIMIT

Less Water and Less Exempt Compounds in Grams per Liter

SEALANT VOC LIMIT	
SEALANTS	
Architectural	250
Marine deck	500
Nonmembrane roof	300
Roadway	250
Single-ply roof membrane	450
Other	420
SEALANT PRIMERS	
Architectural	250
Marine	775
Modified bituminous	500
Marine deck	500
Other	750

TABLE 4.504.3
VOC CONTENT LIMITS FOR ARCHITECTURAL COATINGS¹

Less Water and Less Exempt Compounds

VOC LIMIT	
VOC LIMIT	
Interior coatings	40
Exterior coatings	100
Nonflame high gloss coatings	150
SPECIALTY COATINGS	
Aluminum roof coatings	400
Aluminum specialty coatings	400
Aluminum roof coatings	50
Aluminum roof primers	150
Aluminum roof primers	150
Concrete curing compounds	350
Concrete masonry sealers	100
Decorative sealers	50
Dry fog coatings	150
Paint finishing coatings	290
Pier restorative coatings	350
Floor coatings	100
Formwork release coatings	250
Graphic ink coatings (sign paints)	500
High temperature coatings	420
Industrial maintenance coatings	250
Low solids coatings	130
Magnetic cement coatings	450
Mastic cement coatings	100
Metallic pigmented coatings	500
Metallic coatings	250
Pretreatment wash primers	420
Primers, sealers, and undercoats	100
Reactive penetrating sealers	350
Recycled coatings	250
Roof coatings	250
Roof pre-treatment coatings	250
Shellacs	750
Clear	550
Opaque	550
Specialty primers, sealers and undercoats	100
Sealers	250
Stone consolidants	450
Decorative floor coatings	300
Traffic marking coatings	100
Traffic and slip resistant coatings	420
Waterproofing membranes	250
Wood coatings	275
Wood preservatives	250
Zero-risk primers	250

1. Grams of VOC per liter of coating, including water and including exempt compounds.

2. The specified limits remain in effect unless revised limits are listed in subsequent columns in the table.

3. Values in this table are derived from those specified by the California Air Resources Board, Architectural Coatings Segregated Control Measure, February 1, 2008. More information is available from the Air Resources Board.

ITEM #	CALGreen CODE SECTION	REQUIREMENT	APPLICANT TO COMPLETE		Installer or Designer	
			Plan Check Review Data	Verification	Signature	Date
MATERIAL CONSERVATION & RESOURCE EFFICIENCY: MANDATORY REQUIREMENTS						
10	4.408.1	Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste. Submit either a Construction Waste management plan (CALGreen 4.408.2) or Utilize a waste management company (CALGreen 4.408.3).	CG-2	NOTE 10		
11	4.408.5	Documentation is provided to County of Santa Clara which demonstrates compliance with CALGreen sections 4.408.2 or 4.408.3.	CG-2	NOTE 11		
12	4.410.1	An operation and maintenance manual is placed in the building at the time of final inspection.	CG-2	NOTE 12		
ENVIRONMENTAL QUALITY: MANDATORY REQUIREMENTS						
13	4.503.1	Any installed gas fireplace is a direct-vent sealed-combustion type. Any installed woodstove or pellet stove comply with US EPA Phase II emission limits where applicable. Woodstoves, pellet stoves and fireplaces also comply with applicable local ordinances.	CG-2	NOTE 13		
14	4.504.1	Duct openings and other related air distribution component openings are covered during construction until final startup of the HVAC equipment.	CG-2	NOTE 14		
15	4.504.2.1	Adhesives, sealants and caulks are compliant with VOC and other toxic compound limits.	CG-1	Table 4.504.1, Note 15		
16	4.504.2.2	Architectural paints and coatings are compliant with VOC limits.	CG-1	Table 4.504.3, Note 16		
17	4.504.2.3	Aerosol paints and coatings are compliant with product weighted HAP limits for ROC and other toxic compounds.	CG-2	NOTE 17		
18	4.504.2.4	Documentation is provided to the County of Santa Clara to verify that compliant VOC limit finish materials have been used.	CG-2	NOTE 18		
19	4.504.3	Carpet and carpet systems meet the applicable testing and product requirements.	CG-1	Table 4.504.3, Note 19		
20	4.504.4	90 percent of floor area receiving resilient flooring comply with applicable standards.	CG-2	NOTE 20		
21	4.504.5	Hardwood plywood, particleboard and medium density fiberboard composite wood meet formaldehyde limits.	CG-1	Table 4.504.5, Note 21		
			CG-2	NOTE 21		

ITEM #	CALGREEN CODE SECTION	REQUIREMENT	APPLICANT TO COMPLETE		Installer or Designer	
			Plan Check Review Data	Verification	Signature	Date
ENVIRONMENTAL QUALITY: MANDATORY REQUIREMENTS (Continued)						
22	4.504.5.1	Documentation is provided to the County of Santa Clara to verify composite wood meets applicable formaldehyde limits.	CG-2	NOTE 22		
23	4.505.2	Vapor retarder and capillary break is installed at slab-on-grade foundations.	CG-2	NOTE 23		
24	4.505.3	Moisture content of building materials used in wall and floor framing do not exceed 15% prior to enclosure and is checked before enclosure. Insulation products are dry prior to enclosure.	CG-2	NOTE 24		
25	4.506.1	Each bathroom is mechanically ventilated and comply with applicable requirements.	CG-2	NOTE 25		
26	4.507.2	Heating and air-conditioning systems are sized, designed, and equipment is selected by using one of the methods listed.	CG-2	NOTE 26		
INSTALLER AND SPECIAL INSPECTOR QUALIFICATIONS: MANDATORY REQUIREMENTS						
27	702.1	HVAC system installers are trained and certified in the proper installation of HVAC systems.	CG-2	NOTE 27		
28	702.2	If required by County of Santa Clara, owner or owner's agent shall employ special inspector who are qualified and able to demonstrate competence in the discipline they are inspecting.	CG-2	NOTE 28		
29	703.1	Documentation used to show compliance with this code may include construction documents, plans, specifications builder or installer certification, inspection reports, or other methods acceptable to County of Santa Clara which show substantial conformance.	CG-2	NOTE 29		

TABLE 4.504.4
FORMALDEHYDE LIMITS¹

Maximum Formaldehyde Emissions in Parts per Million

PRODUCT	CURRENT LIMIT
Hardwood plywood veneer core	0.05
Hardwood plywood composite core	0.05
Particleboard	0.09
Medium density fiberboard	0.11
Thin medium density fiberboard ²	0.13

1. Values in this table are derived from those specified by the California Air Resources Board, Air Toxics Control Measure for Composite Wood as used in accordance with ASTM E1131. For additional information, see California Code of Regulations, Title 17, Sections 91.20 through 91.21.02.

2. Thin medium density fiberboard has a maximum thickness of 1/8" inch (19mm).



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Hasrosafar

PROJECT:
SANDHU RESIDENCE
SINGLE FAMILY RESIDENCE
1327 TERRA VISTA CT.,
MILPITAS, CA 95035

REVISION TABLE:	

SHEET TITLE:
CALGREEN RESIDENTIAL
CHECKLIST

PROJECT ID: 612
DATE: 1/30/2023
SCALE: AS NOTED
DRAWN BY: S.M.H

SHEET NO.:
CG-1

CITY STAMP PLACE



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PROJECT:
SANDHU RESIDENCE
SINGLE FAMILY RESIDENCE

1327 TERRA VISTA CT.,
MILPITAS, CA 95035

REVISION TABLE:

	△

SHEET TITLE:

CALGREEN NOTES

PROJECT ID:	612
DATE:	1/30/2023
SCALE:	AS NOTED
DRAWN BY:	S.M.H

SHEET NO.:

CG-2

CALGREEN 2019 NOTES:

1. PROJECTS WHICH DISBURD LESS THAN ONE ACRE OF SOIL AND ARE NOT PART OF A LARGER COMMON PLAN OF DEVELOPMENT WHICH IN TOTAL DISTURBS ONE ACRE OR MORE, SHALL MANAGE STORM WATER DRAINAGE DURING CONSTRUCTION. SEE CALGREEN 4.106.2 FOR FURTHER DETAILS.
2. CONSTRUCTION PLANS SHALL INDICATE HOW THE SITE GRADING OR DRAINAGE SYSTEM WILL MANAGE ALL SURFACE WATER FLOWS TO KEEP WATER FROM ENTERING BUILDINGS, SWALES, WATER COLLECTION AND DISPOSAL SYSTEMS, FRENCH DRAINS, WATER RETENTION GARDENS, AND OTHER MEASURES CAN BE USED
EXCEPTION: ADDITIONS AND ALTERATIONS NOT ALTERING THE DRAINAGE PATH.
3. NEW CONSTRUCTION SHALL COMPLY WITH CALGREEN SECTIONS 4.106.4.1 TO FACILITATE FUTURE INSTALLATION AND USE OF EV CHARGERS. ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE, ARTICLE 625.
EXCEPTIONS:
A. WHERE COUNTY OF SANTA CLARA HAS DETERMINED EV CHARGING AND INFRASTRUCTURE ARE NOT FEASIBLE.
B. ACCESSORY DWELLING UNITS (ADU) AND JUNIOR ACCESSORY DWELLING UNITS (JADU) WITHOUT ADDITIONAL PARKING FACILITIES.
4. FOR EACH DWELLING UNIT, INSTALL A LISTED RACEWAY TO ACCOMMODATE A DEDICATED 208/240-VOLT BRANCH CIRCUIT. THE RACEWAY SHALL NOT BE LESS THAN TRADE SIZE 1 (NOMINAL 1-INCH INSIDE DIAMETER). THE RACEWAY SHALL ORIGINATE AT THE MAIN SERVICE OR SUBPANEL AND SHALL TERMINATE INTO A LISTED CABINET, BOX OR OTHER ENCLOSURE IN CLOSE PROXIMITY TO THE PROPOSED LOCATION OF AN EV CHARGER. RACEWAYS ARE REQUIRED TO BE CONTINUOUS AT ENCLOSED, INACCESSIBLE OR OTHERWISE PROTECTED AREAS AND SPACES. THE SERVICE PANEL AND/OR SUBPANEL SHALL PROVIDE CAPACITY TO INSTALL A 40-AMPERE MINIMUM DEDICATED BRANCH CIRCUIT AND SPACE(S) RESERVED TO PERMIT INSTALLATION OF A BRANCH CIRCUIT OVERCURRENTRY LIMITS. WOODSTOVES AND FIREPLACES SHALL ALSO COMPLY WITH APPLICABLE SANTA CLARA COUNTY ORDINANCES AND BAY AREA AIR QUALITY MANAGEMENT DISTRICT REGULATION 6, RULE 3.
5. ALL NONCOMPLIANT PLUMBING FIXTURES SHALL BE REPLACED WITH WATER CONSERVING PLUMBING FIXTURES. PLUMBING FIXTURE REPLACEMENT IS REQUIRED PRIOR TO ISSUANCE OF A CERTIFICATE OF FINAL COMPLETION, CERTIFICATE OF OCCUPANCY OR FINAL PERMIT APPROVAL BY BUILDING AND INSPECTION DIVISION. SEE CIVIL CODE SECTION 1101.1, ET SEQ. FOR THE DEFINITION OF A NONCOMPLIANT PLUMBING FIXTURE. TYPES OF RESIDENTIAL BUILDINGS AFFECTED AND OTHER IMPORTANT ENACTMENT DATES:
A. THE EFFECTIVE FLUSH VOLUME OF ALL WATER CLOSETS SHALL NOT EXCEED 1.28 GALLONS PER FLUSH. TANK-TYPE WATER CLOSETS SHALL BE CERTIFIED TO THE PERFORMANCE CRITERIA OF THE U.S. EPA WATERSENSE SPECIFICATION FOR TANK TYPE TOILETS.
B. SHOWERHEADS SHALL HAVE A MAXIMUM FLOW RATE OF NOT MORE THAN 1.8 GALLONS PER MINUTE AT 80 PSI. SHOWERHEADS SHALL BE CERTIFIED TO THE PERFORMANCE CRITERIA OF THE U.S. EPA WATERSENSE SPECIFICATION FOR SHOWER HEADS.
C. WHEN A SHOWER IS SERVED BY MORE THAN ONE SHOWERHEAD, THE COMBINED FLOW RATE OF ALL SHOWERHEADS AND/OR OTHER SHOWER OUTLETS CONTROLLED BY A SINGLE VALVE SHALL NOT EXCEED 1.8 GALLONS PER MINUTE AT 80 PSI, OR THE SHOWER SHALL BE DESIGNED TO ALLOW ONLY ONE SHOWER OUTLET TO BE IN OPERATION AT A TIME. A HAND-HELD SHOWER SHALL BE CONSIDERED A SHOWER HEAD.
D. THE MAXIMUM FLOW RATE OF RESIDENTIAL LAVATORY FAUCETS SHALL NOT EXCEED 1.2 GALLONS PER MINUTE AT 80 PSI. THE MINIMUM FLOW RATE OF RESIDENTIAL LAVATORY FAUCETS SHALL NOT BE LESS THAN 0.8 GALLONS PER MINUTE AT 20 PSI.
E. THE MAXIMUM FLOW RATE OF KITCHEN FAUCETS SHALL NOT EXCEED 1.8 GALLONS PER MINUTE AT 60 PSI. KITCHEN FAUCETS MAY TEMPORARILY INCREASE THE FLOW ABOVE THE MAXIMUM RATE, BUT NOT TO EXCEED 2.2 GALLONS PER MINUTE AT 60 PSI, AND MUST DEFAULT TO A MAXIMUM FLOW RATE OF 1.8 GALLONS PER MINUTE AT 60 PSI.
6. PLUMBING FIXTURES AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA PLUMBING CODE, AND SHALL MEET THE APPLICABLE STANDARDS REFERENCED IN TABLE 1701.1 OF THE CALIFORNIA PLUMBING CODE.
7. RESIDENTIAL DEVELOPMENTS SHALL COMPLY WITH A LOCAL WATER EFFICIENT LANDSCAPE ORDINANCE OR THE CURRENT CALIFORNIA DEPARTMENT OF WATER RESOURCES' MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO), WHICHEVER IS MORE STRINGENT.
8. NEWLY CONSTRUCTED RESIDENTIAL DEVELOPMENTS, WHERE DISINFECTED TERTIARY RECYCLED WATER IS AVAILABLE FROM A MUNICIPAL SOURCE TO A CONSTRUCTION SITE, MAY BE REQUIRED TO HAVE RECYCLED WATER SUPPLY SYSTEMS INSTALLED, ALLOWING THE USE OF RECYCLED WATER FOR RESIDENTIAL LANDSCAPE IRRIGATION SYSTEMS. SEE CHAPTER 15 OF THE CALIFORNIA PLUMBING CODE.
9. ANNUAL SPACES AROUND PIPES, ELECTRIC CABLES, CONDUITS OR OTHER OPENINGS
IN SOLEBOTT ROADS AT EXTERIOR WALLS SHALL BE PROTECTED AGAINST THE PASSAGE OF FLOTTENTS BY CLOSING SUCH OPENINGS WITH CEMENT MORTAR, CONCRETE MASONRY OR A SIMILAR METHOD ACCEPTABLE TO THE COUNTY OF SANTA CLARA.
10. RECYCLE AND/OR SALVAGE FOR REUSE A MINIMUM OF 65 PERCENT OF THE NONHAZARDOUS CONSTRUCTION AND DEMOLITION WASTE IN ACCORDANCE WITH CALGREEN SECTION 4.408.2 OR 4.408.3.

A. A CONSTRUCTION WASTE MANAGEMENT PLAN IS PROVIDED. THE CONSTRUCTION WASTE MANAGEMENT PLAN SHALL BE UPDATED AS NECESSARY AND SHALL BE AVAILABLE DURING CONSTRUCTION FOR EXAMINATION BY THE COUNTY OF SANTA CLARA.
1. IDENTIFY THE CONSTRUCTION AND DEMOLITION WASTE MATERIALS TO BE DIVERTED FROM DISPOSAL BY RECYCLING, REUSE ON THE PROJECT OR SALVAGE FOR FUTURE USE OR SALE.
2. SPECIFY IF CONSTRUCTION AND DEMOLITION WASTE MATERIALS WILL BE SORTED ON-SITE (SOURCE - SEPARATED) OR BULK MIXED (SINGLE STREAM).
3. IDENTIFY DIVERSION FACILITIES WHERE THE CONSTRUCTION AND DEMOLITION WASTE MATERIAL WILL BE TAKEN.
4. IDENTIFY CONSTRUCTION METHODS EMPLOYED TO REDUCE THE AMOUNT OF CONSTRUCTION AND DEMOLITION WASTE GENERATED.
5. SPECIFY THAT THE AMOUNT OF CONSTRUCTION AND DEMOLITION WASTE MATERIALS DIVERTED SHALL BE CALCULATED BY WEIGHT OR VOLUME BUT NOT BY BOTH.
B. A WASTE MANAGEMENT COMPANY CAN BE UTILIZED IF APPROVED BY THE COUNTY OF SANTA CLARA. SEE CALGREEN 4.408.3 FOR FURTHER DETAILS.
11. DOCUMENTATION SHALL BE PROVIDED TO THE COUNTY OF SANTA CLARA WHICH DEMONSTRATES COMPLIANCE WITH NOTE 10.
12. AT THE TIME OF FINAL INSPECTION, A MANUAL, COMPACT DISC, WEB-BASED REFERENCE OR OTHER MEDIA ACCEPTABLE TO THE COUNTY OF SANTA CLARA INCLUDES
ALL OF THE REQUIRED INFORMATION SHALL BE PLACED IN THE BUILDING. SEE CALGREEN 4.410.1 FOR DETAILS OF REQUIRED INFORMATION.
13. ANY INSTALLED GAS FIREPLACE SHALL BE A DIRECT-VENT SEALED-COMBUSTION TYPE. ANY INSTALLED WOODSTOVE OR PELLET STOVE SHALL COMPLY WITH U.S. EPA NEW SOURCE PERFORMANCE STANDARDS (NSPS) EMISSION LIMITS AS APPLICABLE, AND SHALL HAVE A PERMANENT LABEL INDICATING THEY ARE CERTIFIED TO MEET THE EMISSION LIMITS. WOODSTOVES, PELLET STOVES AND FIREPLACES SHALL ALSO COMPLY WITH APPLICABLE SANTA CLARA COUNTY ORDINANCES AND BAY AREA AIR QUALITY MANAGEMENT DISTRICT REGULATION 6, RULE 3.
14. AT THE TIME OF ROUGH INSTALLATION, DURING STORAGE ON THE CONSTRUCTION SITE AND UNTIL FINAL STARTUP OF THE HEATING, COOLING AND VENTILATING EQUIPMENT, ALL DUCT AND OTHER RELATED AIR DISTRIBUTION COMPONENTS SHALL BE COVERED WITH TAPE, PLASTIC, SHEET METAL OR OTHER METHODS ACCEPTABLE TO THE COUNTY OF SANTA CLARA TO REDUCE THE AMOUNT OF WATER, DUST AND DEBRIS WHICH MAY ENTER THE SYSTEM.
15. ADHESIVES, SEALANTS AND CAULKS USED ON THE PROJECT SHALL MEET THE REQUIREMENTS OF CALGREEN TABLES 4.504.1 OR 4.504.2 AS REPRODUCED ON SHEET CG-1. SUCH PRODUCTS ALSO SHALL COMPLY WITH THE RULE 1108 PROHIBITION ON THE USE OF CERTAIN TOXIC COMPOUNDS (CHLOROFORM, ETHYLENE DICHLORIDE, METHYLENE CHLORIDE, PERCHLOROETHYLENE AND TRICHLOROETHYLENE), EXCEPT FOR AEROSOL PRODUCTS, AS SPECIFIED BELOW. AEROSOL ADHESIVES, AND SMALLER UNIT SIZES OF ADHESIVES, AND SEALANT OR CAULKING COMPOUNDS (IN UNITS OF PRODUCT, LESS PACKAGING, WHICH DO NOT WEIGH MORE THAN 1 POUND AND DO NOT CONSIST OF MORE THAN 16 FLUID OUNCES) SHALL COMPLY WITH STATEWIDE VOC STANDARDS AND OTHER REQUIREMENTS, INCLUDING PROHIBITIONS ON USE OF CERTAIN TOXIC COMPOUNDS, OF CALIFORNIA CODE OF REGULATIONS, TITLE 17, COMMENCING WITH SECTION 94507.
16. ARCHITECTURAL PAINTS AND COATINGS SHALL COMPLY WITH VOC LIMITS AS SHOWN IN TABLE 4.504.3 SHEET CG-1. THE VOC CONTENT LIMIT FOR COATINGS THAT DO NOT MEET THE DEFINITIONS FOR THE SPECIALTY COATINGS CATEGORIES LISTED IN TABLE 4.504.3 SHALL BE DETERMINED BY CLASSIFYING THE COATING AS A FLAT, NONFLAT OR NONFLAT-HIGH GLOSS COATING, BASED ON ITS GLOSS, AS DEFINED IN SUBSECTIONS 4.21, 4.36, AND 4.37 OF THE 2007 CALIFORNIA AIR RESOURCES BOARD, SUGGESTED CONTROL MEASURE, AND THE CORRESPONDING FLAT, NONFLAT OR NONFLAT-HIGH GLOSS VOC LIMIT IN TABLE 4.504.3, SHEET CG-1 SHALL APPLY.
17. AEROSOL PAINTS AND COATINGS SHALL MEET THE PRODUCT-WEIGHTED MIR LIMITS FOR R00 IN SECTION 94522(a)(2) AND OTHER REQUIREMENTS, INCLUDING PROHIBITIONS ON USE OF CERTAIN TOXIC COMPOUNDS AND OZONE DEPLETING SUBSTANCES, IN SECTIONS 94522(e)(1) AND (F)(1) OF CALIFORNIA CODE OF REGULATIONS, TITLE 17, COMMENCING WITH SECTION 94520; AND IN AREAS UNDER THE JURISDICTION OF THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT ADDITIONALLY COMPLY WITH THE PERCENT VOC BY WEIGHT OF PRODUCT LIMITS OF REGULATION 8, RULE 49.
18. VERIFICATION OF COMPLIANCE WITH NOTES 15, 16, AND 17 SHALL BE PROVIDED AT THE REQUEST OF THE COUNTY OF SANTA CLARA.
19. ALL CARPET INSTALLED IN THE BUILDING INTERIOR SHALL MEET THE TESTING AND PRODUCT REQUIREMENTS OF ONE OF THE FOLLOWING:
A. CARPET AND RUG INSTITUTE'S GREEN LABEL PLUS PROGRAM.
B. CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, "STANDARD METHOD FOR THE TESTING AND EVALUATION OF VOLATILE ORGANIC CHEMICAL EMISSIONS FROM INDOOR SOURCES USING ENVIRONMENTAL CHAMBERS," VERSION 1.1, FEBRUARY 2010 (ALSO KNOWN AS SPECIFICATION 01350).
C. NSF/ANSI 140 AT THE GOLD LEVEL.
D. SCIENTIFIC CERTIFICATIONS SYSTEMS INDOOR ADVANTAGE GOLD.
20. ALL CARPET CUSHION INSTALLED IN THE BUILDING INTERIOR SHALL MEET THE REQUIREMENTS OF THE CARPET AND RUG INSTITUTE'S GREEN LABEL PROGRAM. ALL CARPET ADHESIVE SHALL MEET THE REQUIREMENTS OF TABLE 4.504.1, SHEET CG-1.
21. WHERE RESILIENT FLOORING IS INSTALLED, AT LEAST 80 PERCENT OF FLOOR AREA RECEIVING RESILIENT FLOORING SHALL COMPLY WITH ONE OR MORE OF THE FOLLOWING:

A. PRODUCTS COMPLIANT WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, "STANDARD METHOD FOR THE TESTING AND EVALUATION OF VOLATILE ORGANIC CHEMICAL EMISSIONS FROM INDOOR SOURCES USING ENVIRONMENTAL CHAMBERS," VERSION 1.1, FEBRUARY 2010 (ALSO KNOWN AS SPECIFICATION 01350). CERTIFIED AS A CHPS LOW-EMITTING MATERIAL IN THE COLLABORATIVE FOR HIGH PERFORMANCE SCHOOLS (CHPS) HIGH PERFORMANCE PRODUCTS DATABASE.
B. PRODUCTS CERTIFIED UNDER UL GREENGUARD GOLD (FORMERLY THE GREENGUARD CHILDREN & SCHOOLS PROGRAM).
C. CERTIFICATION UNDER THE RESILIENT FLOOR COVERING INSTITUTE (RFCI) FLOORSOURCE PROGRAM.
D. MEET THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, "STANDARD METHOD FOR THE TESTING AND EVALUATION OF VOLATILE ORGANIC CHEMICAL EMISSIONS FROM INDOOR SOURCES USING ENVIRONMENTAL CHAMBERS," VERSION 1.1, FEBRUARY 2010 (ALSO KNOWN AS SPECIFICATION 01350).
21. HARDWOOD PLYWOOD, PARTICLEBOARD AND MEDIUM DENSITY FIBERBOARD COMPOSITE WOOD PRODUCTS USED ON THE INTERIOR OR EXTERIOR OF THE BUILDING SHALL MEET THE REQUIREMENTS FOR FORMALDEHYDE AS SPECIFIED IN TABLE 4.504.5 SHEET CG-1.
22. VERIFICATION OF COMPLIANCE WITH NOTE 21 SHALL BE PROVIDED AT THE REQUEST OF THE COUNTY OF SANTA CLARA.
23. CONCRETE SLAB FOUNDATIONS REQUIRED TO HAVE A VAPOR RETARDER BY CBC, CHAPTER 19 OR CONCRETE SLAB-ON-GROUND FLOORS REQUIRED TO HAVE A VAPOR RETARDER BY CBC CHAPTER 5, SHALL COMPLY WITH FOLLOWING REQUIREMENT: A CAPILLARY BREAK SHALL BE INSTALLED IN COMPLIANCE WITH AT LEAST ONE OF THE FOLLOWING:
A. A 4-INCH-THICK BASE OF 1/2 INCH OR LARGER CLEAN AGGREGATE SHALL BE PROVIDED WITH A VAPOR RETARDER IN DIRECT CONTACT WITH CONCRETE AND A CONCRETE MIX DESIGN, WHICH WILL ADDRESS BLEEDING, SHRINKAGE, AND CURLING, SHALL BE USED.
B. A SLAB DESIGN SPECIFIED BY THE LICENSED DESIGN PROFESSIONAL.
24. BUILDING MATERIALS WITH VISIBLE SIGNS OF WATER DAMAGE SHALL NOT BE INSTALLED. WALL AND FLOOR FRAMING SHALL NOT BE ENCLOSED WHEN THE FRAMING MEMBERS EXCEED 19 PERCENT MOISTURE CONTENT. INSULATION PRODUCTS WHICH ARE VISIBLY WET OR HAVE A HIGH MOISTURE CONTENT SHALL BE REPLACED OR ALLOWED TO DRY PRIOR TO ENCLOSURE IN WALL OR FLOOR CAVITIES. WET-APPLIED INSULATION PRODUCTS SHALL FOLLOW THE MANUFACTURERS' DRYING RECOMMENDATIONS PRIOR TO ENCLOSURE.
25. EACH BATHROOM SHALL BE MECHANICALLY VENTILATED AND SHALL COMPLY WITH THE FOLLOWING:
A. FANS SHALL BE ENERGY STAR COMPLIANT AND BE DUCTED TO TERMINATE OUTSIDE THE BUILDING.
B. UNLESS FUNCTIONING AS A COMPONENT OF A WHOLE HOUSE VENTILATION SYSTEM, FANS MUST BE CONTROLLED BY A HUMIDITY CONTROL.
1. HUMIDITY CONTROLS SHALL BE CAPABLE OF ADJUSTMENT BETWEEN A RELATIVE HUMIDITY RANGE OF 5 TO 90 PERCENT TO A MAXIMUM OF 80 PERCENT.
2. A HUMIDITY CONTROL MAY UTILIZE MANUAL OR AUTOMATIC MEANS OF ADJUSTMENT.
2. A HUMIDITY CONTROL MAY BE A SEPARATE COMPONENT TO THE EXHAUST FAN AND IS NOT REQUIRED TO BE INTEGRAL.
26. HEATING AND AIR-CONDITIONING SYSTEMS SHALL BE SIZED, DESIGNED AND HAVE THEIR EQUIPMENT SELECTED USING THE FOLLOWING METHODS:
A. THE HEAT LOSS AND HEAT GAIN IS ESTABLISHED ACCORDING TO ANSI/ACCA 2 MANUAL J-2016 (RESIDENTIAL LOAD CALCULATION), ASHRAE HANDBOOKS OR OTHER EQUIVALENT DESIGN SOFTWARE OR METHODS.
B. DUCT SYSTEMS ARE SIZED ACCORDING TO ANSI/ACCA 1 MANUAL D-2016 (RESIDENTIAL DUCT SYSTEMS), ASHRAE HANDBOOKS OR OTHER EQUIVALENT DESIGN SOFTWARE OR METHODS.
C. SELECT HEATING AND COOLING EQUIPMENT ACCORDING TO ANSI/ACCA 3 MANUAL S-2014 (RESIDENTIAL EQUIPMENT SELECTION) OR OTHER EQUIVALENT DESIGN SOFTWARE OR METHODS.
27. HVAC SYSTEM INSTALLERS SHALL BE TRAINED AND CERTIFIED IN THE PROPER INSTALLATION OF HVAC SYSTEMS INCLUDING DUCTS AND EQUIPMENT BY A NATIONALLY OR REGIONALLY RECOGNIZED TRAINING OR CERTIFICATION PROGRAM. UNCERTIFIED PERSONS MAY PERFORM HVAC INSTALLATIONS WHEN UNDER THE DIRECT SUPERVISION AND RESPONSIBILITY OF A PERSON TRAINED AND CERTIFIED TO INSTALL HVAC SYSTEMS OR CONTRACTOR LICENSED TO INSTALL HVAC SYSTEMS.
28. IF REQUIRED BY THE COUNTY OF SANTA CLARA, THE OWNER OR THE RESPONSIBLE ENTITY ACTING AS THE OWNER'S AGENT SHALL EMPLOY ONE OR MORE SPECIAL INSPECTORS TO PROVIDE INSPECTION OR OTHER DUTIES NECESSARY TO SUBSTANTIATE COMPLIANCE WITH THIS CODE. SPECIAL INSPECTORS SHALL DEMONSTRATE COMPETENCE TO THE SATISFACTION OF THE COUNTY OF SANTA CLARA FOR THE PARTICULAR TYPE OF INSPECTION OR TASK TO BE PERFORMED. SPECIAL INSPECTORS SHALL BE INDEPENDENT ENTITIES WITH NO FINANCIAL INTEREST IN THE MATERIALS OR THE PROJECT THEY ARE INSPECTING FOR COMPLIANCE WITH THIS CODE.
29. DOCUMENTATION USED TO SHOW COMPLIANCE WITH THIS CODE SHALL INCLUDE BUT IS NOT LIMITED TO, CONSTRUCTION DOCUMENTS, PLANS, SPECIFICATIONS, BUILDER OR INSTALLER CERTIFICATION, INSPECTION REPORTS, OR OTHER METHODS ACCEPTABLE TO THE COUNTY OF SANTA CLARA WHICH DEMONSTRATE SUBSTANTIAL CONFORMANCE. WHEN SPECIFIC DOCUMENTATION OR SPECIAL INSPECTION IS NECESSARY TO VERIFY COMPLIANCE, THAT METHOD OF COMPLIANCE WILL BE SPECIFIED IN THE APPROPRIATE SECTION OR IDENTIFIED IN THE APPLICATION CHECKLIST.

CITY STAMP PLACE



ABBREVIATIONS			
DESCRIPTION		DESCRIPTION	
AB	AGGREGATE BASE (CLASS AS NOTED)	JP	JOINT POLE
AC	ASPHALT CONCRETE	MON.	MONUMENT
AD	AREA DRAIN	OG	ORIGINAL GROUND
BC	BEGIN OF CURVE	PB	PULL BOX
BFP	BACK FLOW PREVENTER	PGEV	PG&E VAULT
BO	BLOW OFF	R_PL	PROPERTY LINE
BW	BACK OF WALK	PP	POWER POLE
BWAL	BLACK WALNUT TREE	PPP	PLASTIC PERFORATED PIPE
CFF	GARAGE FINISH FLOOR (BACK)	PSE	PUBLIC SERVICE EASEMENT
CL	CENTERLINE	PVC	POLYVINYL CHLORIDE
CLSW	CENTERLINE SWALE	R/W	RIGHT OF WAY
CO	CLEANOUT		
CONC	CONCRETE	RCP	REINFORCED CONCRETE PIPE
CP	CONTROL POINT	SD	STORM DRAIN
DDW	DIRT DRIVEWAY	SDMH	STORM DRAIN MANHOLE
DI	DROP INLET	SS	SANITARY SEWER LINE
DETAIL	DAYLIGHT	SSMH	SANITARY SEWER MANHOLE
ELCT	ELECTROUER	SW	SIDEWALK
EP	EDGE OF PAVEMENT ELEVATION	TC	TOP OF CURB
EUC	EUCALYPTUS TREE	TB	TOP OF BANK
EX	EXISTING	TOS	TOP OF SLOPE
FF	FINISHED FLOOR	TF	TOP OF FOUNDATION
FG	FINISH GRADE	TOD	TOP OF DECK
FH	FIRE HYDRANT	UG	UNDERGROUND GAS
FL	FLOW LINE	USS	UNDERGROUND SANITARY SEWER
FNC	FENCE	UST	UNDERGROUND STORM DRAIN
FOG	FOG LINE	UT	UNDERGROUND TELEPHONE
GB	GRADE BREAK	UW	UNDERGROUND WATER
GFF	GARAGE FINISHED FLOOR (FRONT)	VCP	VITRIFIED CLAY PIPE
GUY	GUY WIRE	WL	WHITE LINE STRIPE
HP	HIGH POINT	WLK	WALKWAY
IP	IRON PIPE	WM	WATER METER
LIP	LIP OF GUTTER	WV	WATER VALVE
C&G	CURB AND GUTTER	YL	YELLOW LINE STRIPE

EXISTING	PROPOSED	DESCRIPTION
---	---	PROPERTY LINE
F	F	FILL AREA LIMIT
C	C	CUT AREA LIMIT
102	102	CONTOUR
W	W	WATER LINE
SD	SD	STORM DRAIN PIPE (SOLID)
SS	SS	SANITARY SEWER PIPE
SUB	SUB	SUBDRAIN PIPE (PERFORATED)
OH e,T,TV	OH e,T,TV	OVERHEAD UTILITIES WITH POLE
G	G	GAS LINE
E	E	ELECTRIC LINE
JT	JT	JOINT TRENCH
SLV	SLV	STREET LIGHT VAULT
SSCO	SSCO	SANITARY SEWER CLEANOUT
		SANITARY SEWER MANHOLE
		STORM DRAIN MANHOLE
		ELECTROUER
WM	WM	WATER METER
		TREE WITH TRUNK
x-102.23	102.23	6' WOODEN FENCE
		SPOT ELEVATION
		TREE PROTECTION FENCE
		5' TALL CHAIN LINK
		SWALE
		DIRECTION OF FLOW IN PIPE
		AREA DRAIN/ INLET
		OVERLAND RELEASE PATH
		GRADING DIRECTION
		(E) TREE TO BE REMOVE
		SPLASH BLOCK

GRADING AND DRAINAGE PLANS NEW SINGLE FAMILY HOUSE 1327 TERRA VISTA CT., MILPITAS, CA 95035 APN: 029-07-011

NOTE :

—ANY DAMAGED RIGHT-OF-WAY INFRASTRUCTURES AND OTHERWISE DISPLACED CURB AND GUTTER SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE CITY ENGINEER OR HIS DESIGNEE, CONTRACTOR SHALL COORDINATE WITH PUBLIC WORKS DEPARTMENT.

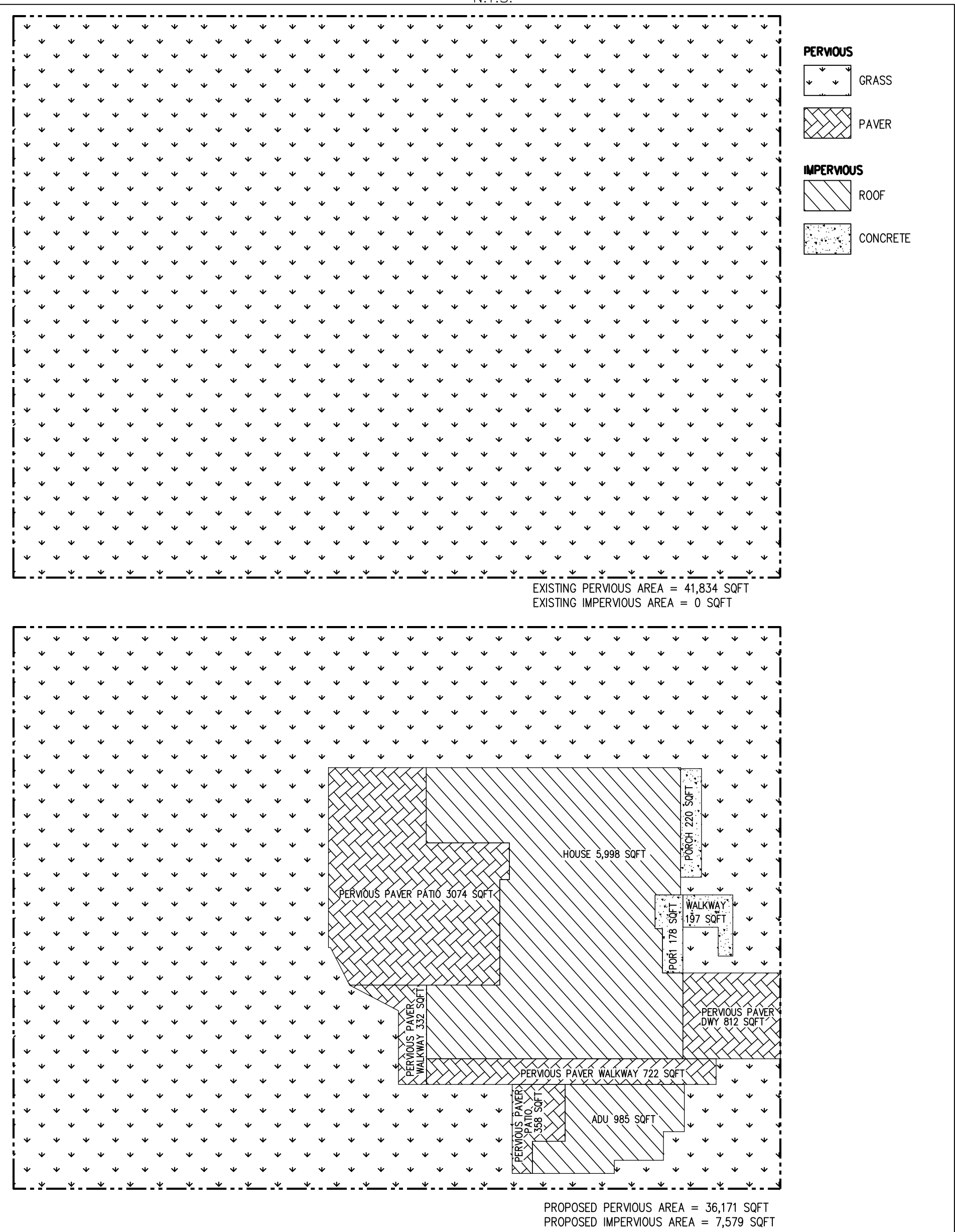
—PRIOR TO THE COMMENCEMENT OF ANY WORK DONE IN THE PUBLIC RIGHT-OF-WAY,A PERMIT TO OPEN STREET AND/OR AN ENCROACHMENT PERMIT WILL BE REQUIRED.

—GRADING AND DRAINAGE PLANS SHALL BE REVIEWED AND APPROVED BY THE PROJECT GEOTECHNICAL ENGINEER.

—THE PROPOSED ON-SITE WATER AND SEWER DISTRIBUTION ARE TO BE PRIVATE SYSTEM, PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION, NOT PUBLICLY MAINTAINED BY THE CITY.

—PER SECTION 2.6, THE OWNERS OF LOTS WITHIN THE PROJECT WITH RESPECTS TO SANITARY SEWER, DRAINAGE, WATER, ELECTRIC, GAS, TELEVISION RECEIVING, TELEPHONE EQUIPMENT, FIBER OPTIC OR OTHER CABLES AND LINES (UTILITY FACILITIES), THE OWNERS OF ANY LOTS SERVED BY SAID UTILITY FACILITIES, SHALL HAVE THE FULL RIGHT TO REASONABLE ACCESS FOR THEMSELVES OR FOR UTILITY COMPANIES TO REPAIR, TO REPLACE AND GENERALLY MAINTAIN SAID UTILITY FACILITIES.

PERVIOUS & IMPERVIOUS AREA



DRAINAGE NOTES

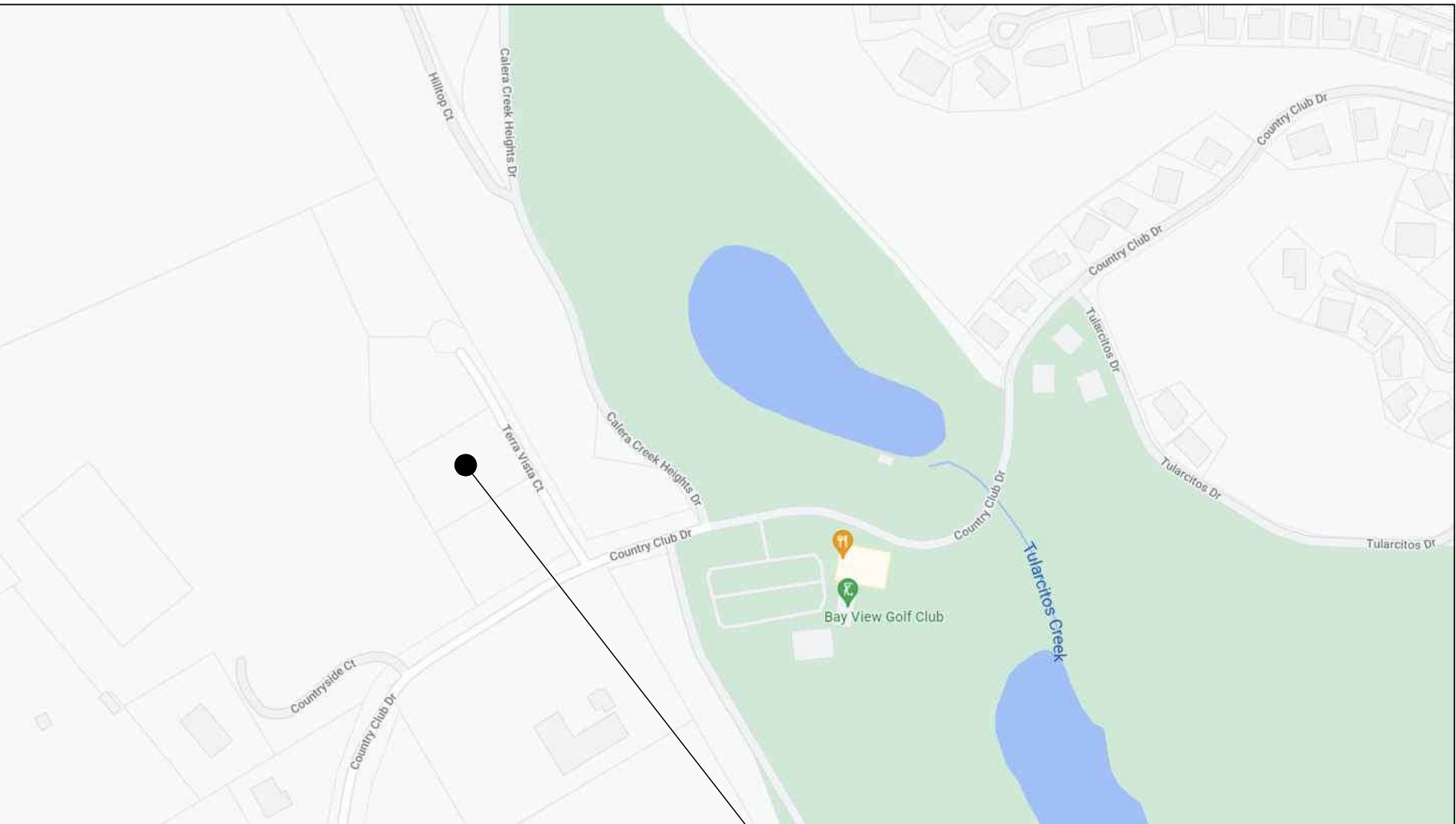
- Surface water shall be directed away from all buildings into drainage swales, gutters, storm drain inlets and drainage systems.
- All roof down spouts shall discharge onto splash blocks and directed away from building.
- On site storm drain lines shall consist of PVC—SCH 40 minimum or better.
- Storm drain inlets shall be precast concrete, Christy U23 type or equivalent.

BASIS OF BEARINGS:

FOUND SURVEY MONUMENTS, RECORD INFORMATION WAS USED. PER RECORD MAP, BOOK:754 PAGE:54 WHICH IS FILED IN THE COUNTY OF SANTA CLARA RECORDER'S OFFICE.

SITE BENCHMARK:

SURVEY CONTROL SET MAG NAIL
ELEVATION=99.62' (ASSUMED DATUM)

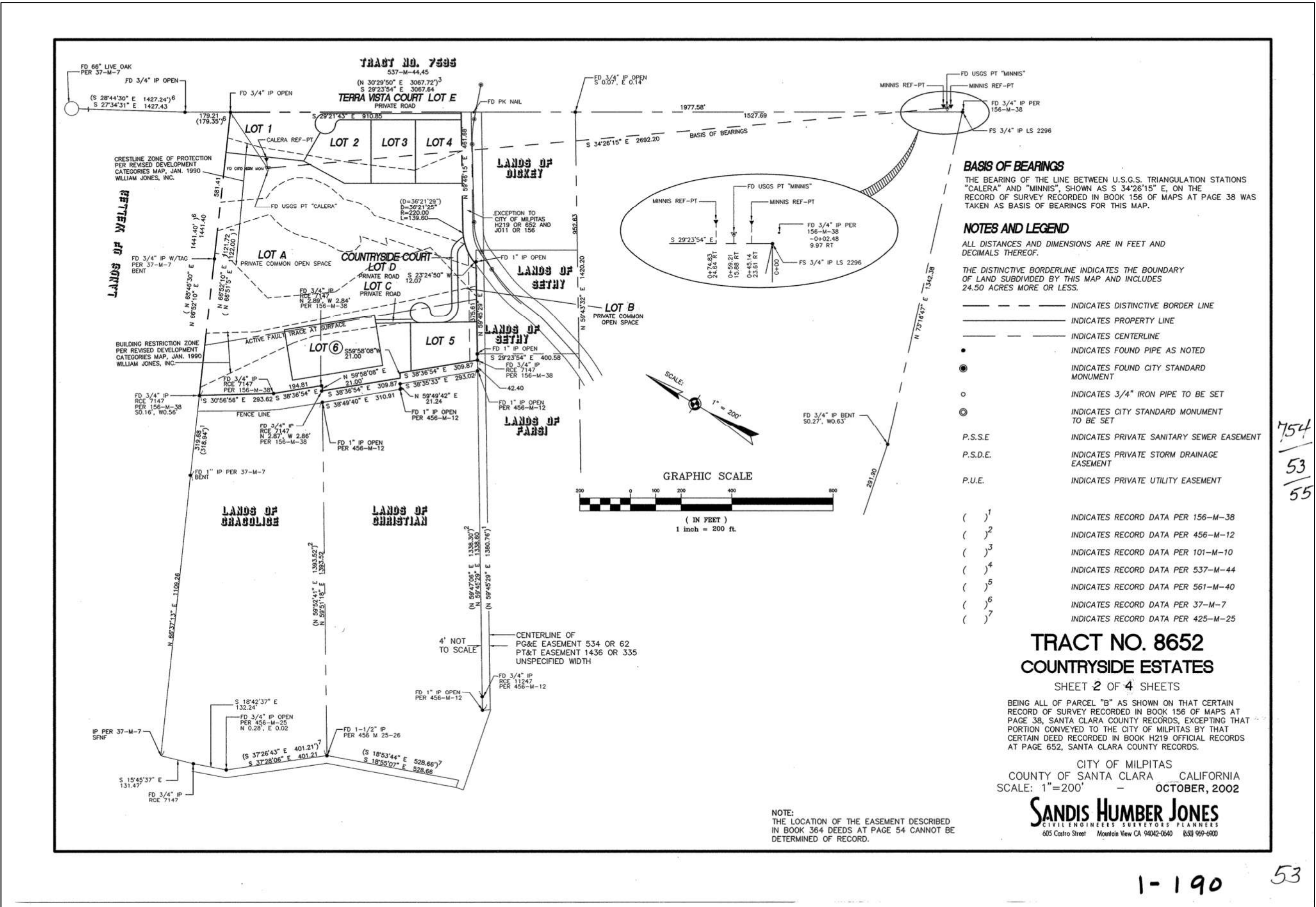


LOCATION MAP
N.T.S.

PROJECT SITE

SHEET INDEX:

- | | |
|-----|-----------------------------|
| C-1 | COVER SHEET/ NOTES/ DETAILS |
| C-2 | SITE PLAN |
| C-3 | GRADING AND DRAINAGE PLAN |
| C-4 | DETAILS |
| C-5 | EROSION CONTROL PLAN |



EARTHWORK TABLE

	FILL (CY)	CUT (CY)	IMPORT (CY)	EXPORT (CY)
HOUSE/ ADU	28	222		
PATIOS/ PORCH WALKWAY	152	135		
SITE	76	0		
TOTAL	256	357	0	101

NOTE:

- EARTHWORK QUANTITIES ON THIS TABLE ARE FOR INFORMATION ONLY. CONTRACTORS ARE TO PERFORM THEIR OWN QUANTITY TAKE OFFS.

GEOTECHNICAL ENGINEER OF RECORD

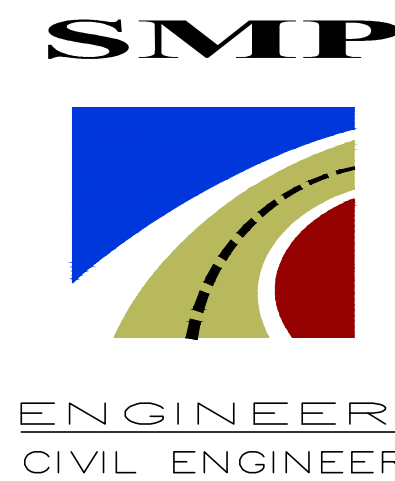
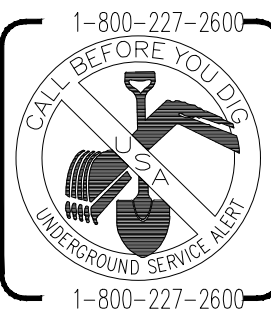
THIS PLAN HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL CONFORMANCE WITH THE INTENT AND PURPOSE OF THE GEOTECHNICAL REPORT

PREPARED BY Wayne Ting DATED 6/5/2024

BY C.E.G. # BY G.E. # C 46276

NOTICE TO CONTRACTORS

CONTRACTOR TO NOTIFY U.S.A. (UNDERGROUND SERVICE ALERT) AT 800-227-2600 A MINIMUM OF 2 WORKING DAYS BEFORE BEGINNING UNDERGROUND WORK FOR VERIFICATION OF THE LOCATION AND DEPTH OF UNDERGROUND UTILITIES.



1534 CAROB LANE
LOS ALTOS, CA 94024
TEL: (650) 941-8055
FAX: (650) 941-8755

OWNER:

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SMP ENGINEERS
CIVIL ENGINEERS

GRADING AND DRAINAGE PLANS
NEW SINGLE FAMILY HOUSE
1327 TERRA VISTA CT., MILPITAS, CA 95035
APN: 029-07-011
COVER SHEET

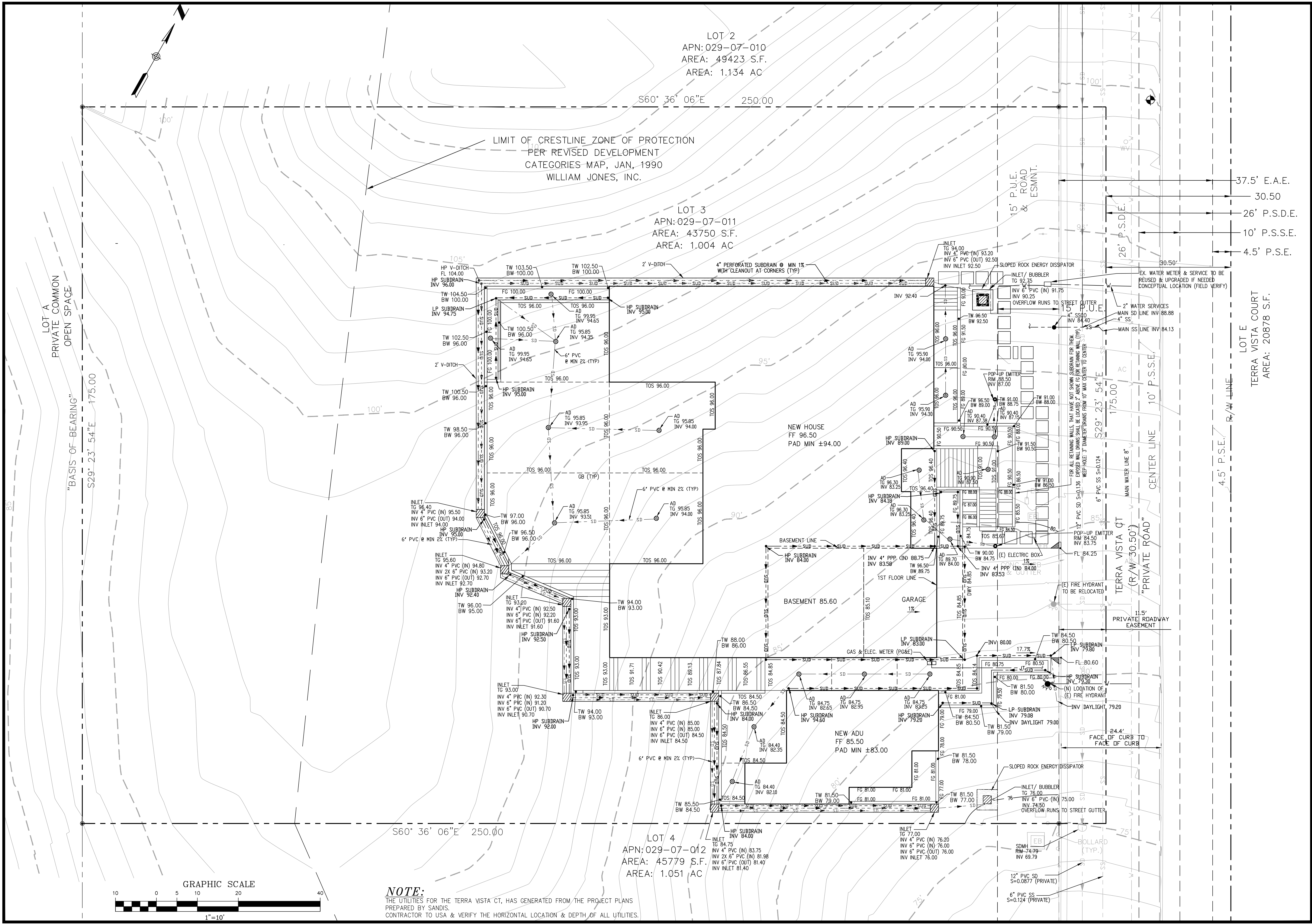
Revisions:



Date: 01/15/2024
Scale: NTS
Prepared by: S.P.
Checked by: S.R.
Job #: 222107

Sheet:

1 OF 5
C-1



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FAX: (650) 941-8755

OWNER:

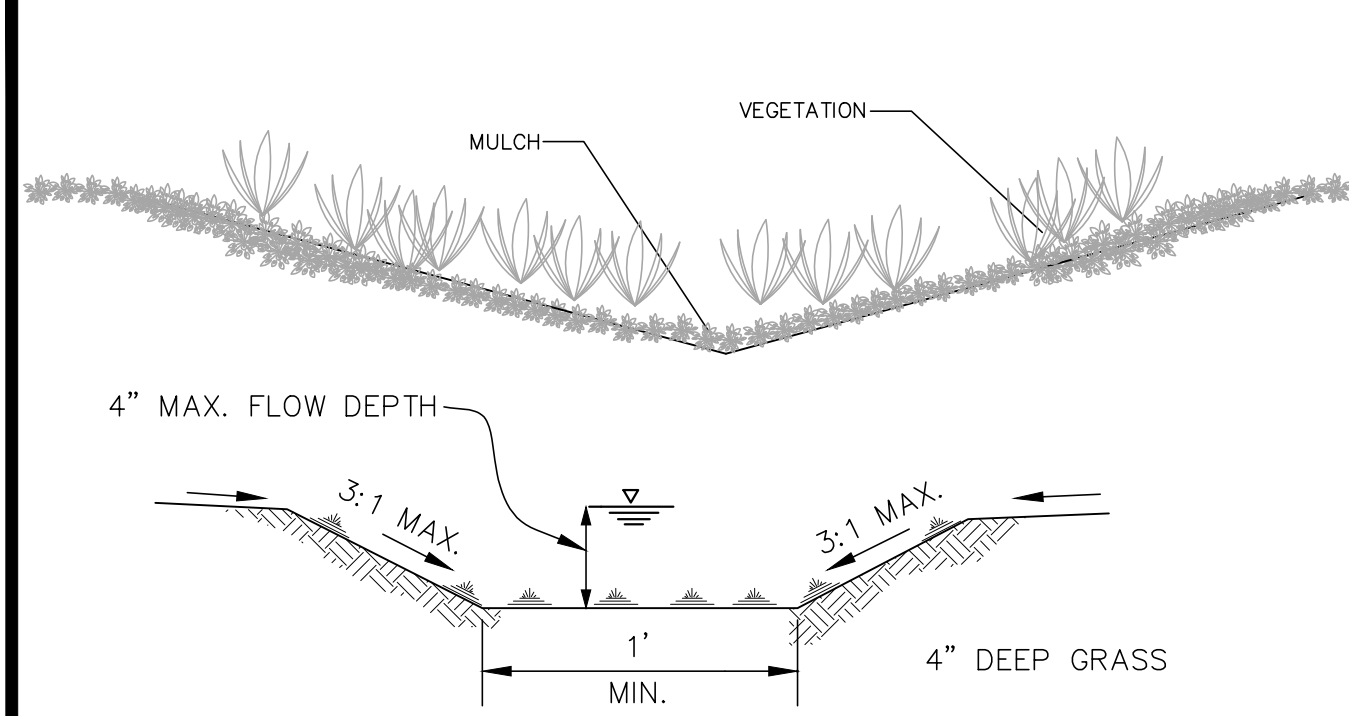
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GRADING AND DRAINAGE PLANS
NEW SINGLE FAMILY HOUSE
1927 TERRA VISTA CT., MILPITAS, CA 95035
APN: 029-07-011
GRADING AND DRAINAGE PLAN

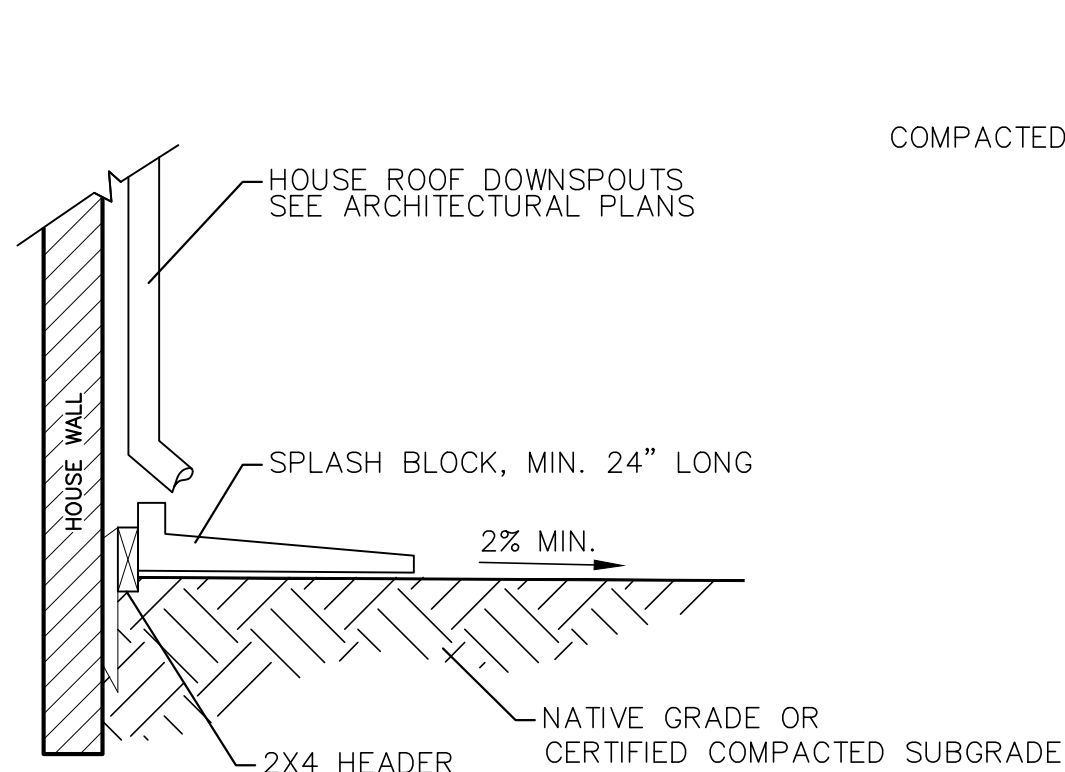
Revisions:

Date:	01/15/2024
Scale:	1"=10'
Prepared by:	S.P.
Checked by:	S.R.
Job #:	222107
Sheet:	3 OF 5 C-3

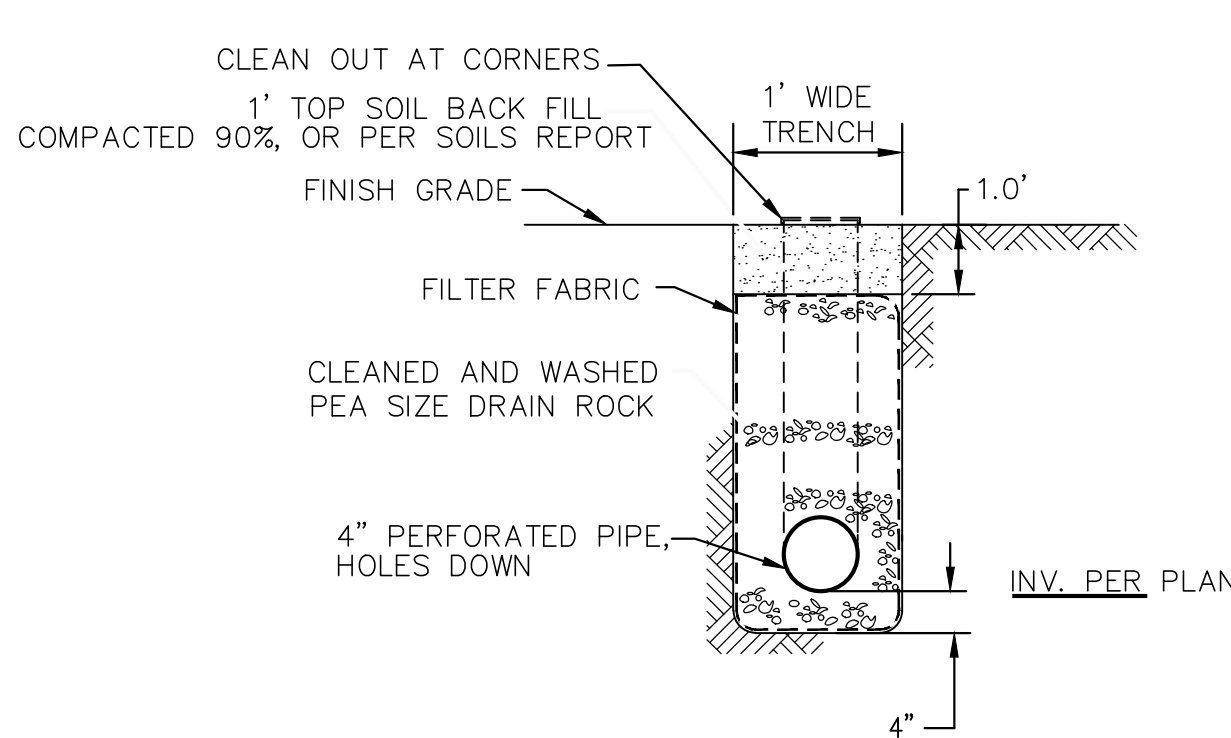
Saeid Razavi



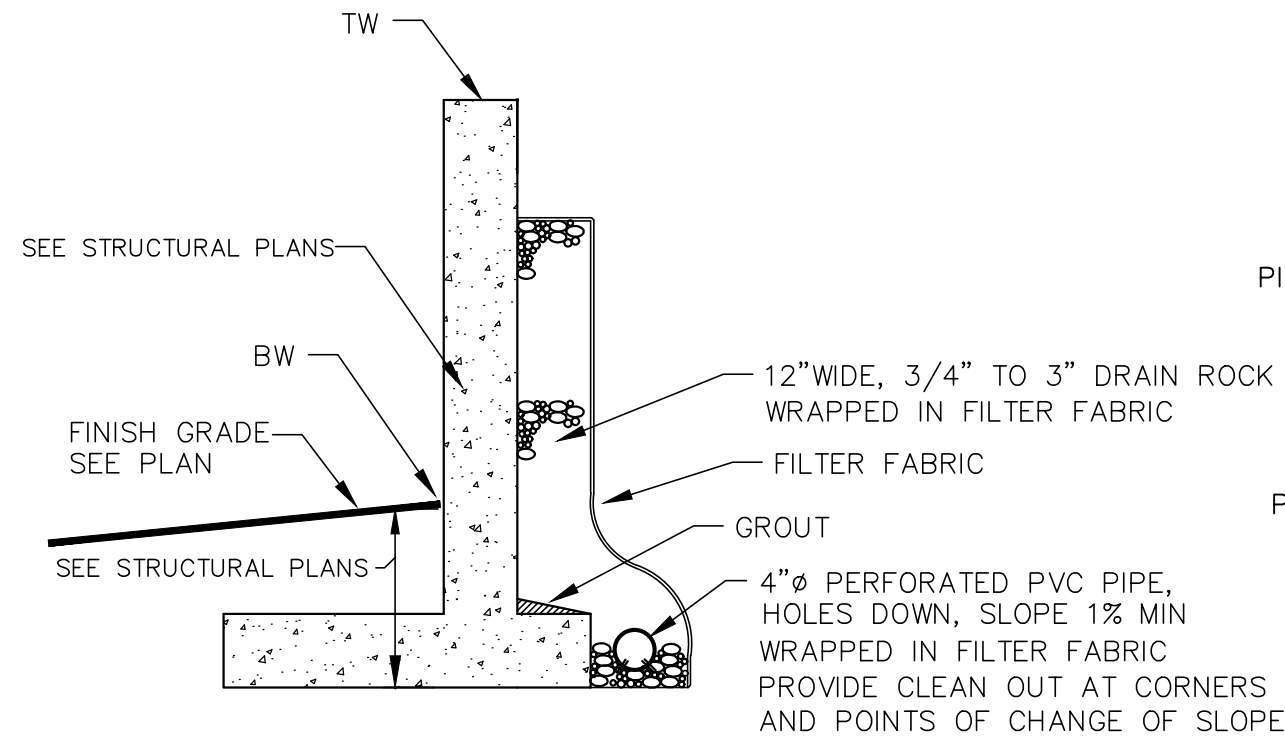
EARTH SWALE DETAIL
N.T.S.



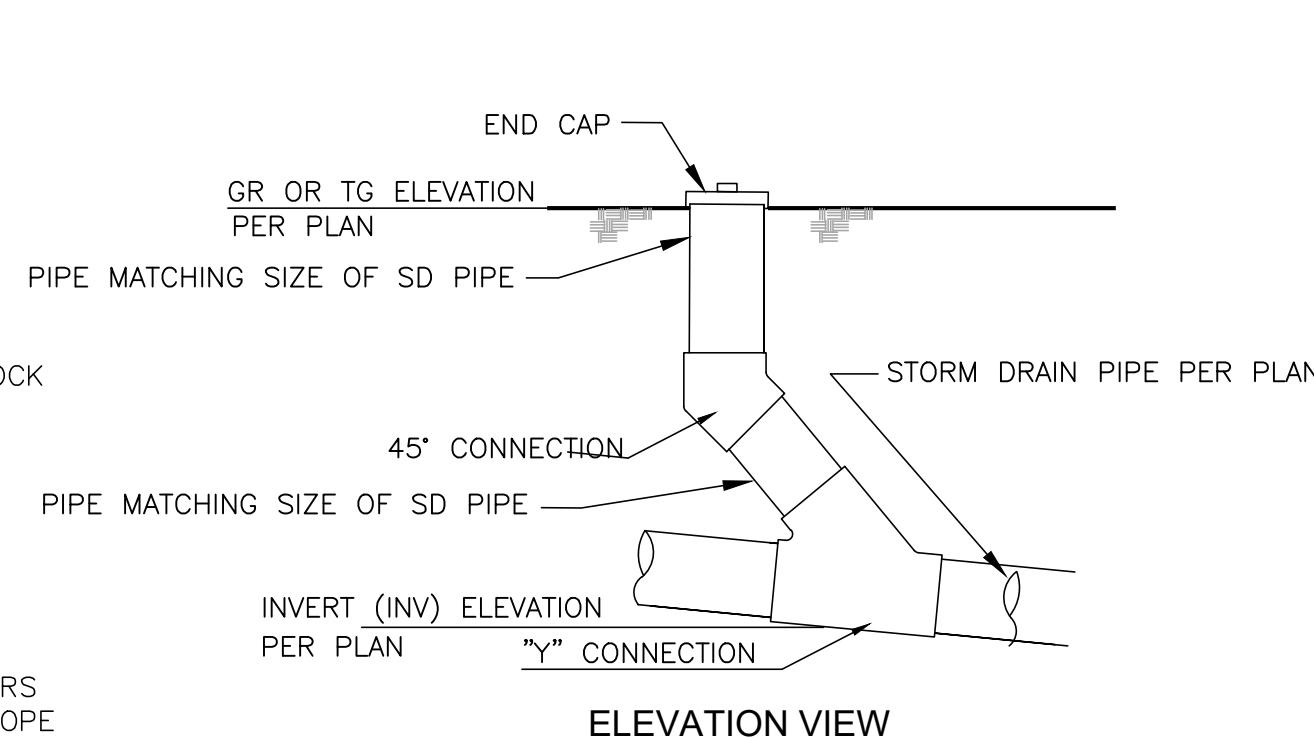
ROOF DOWNSPOUT/SPLASH BLOCK
N.T.S.



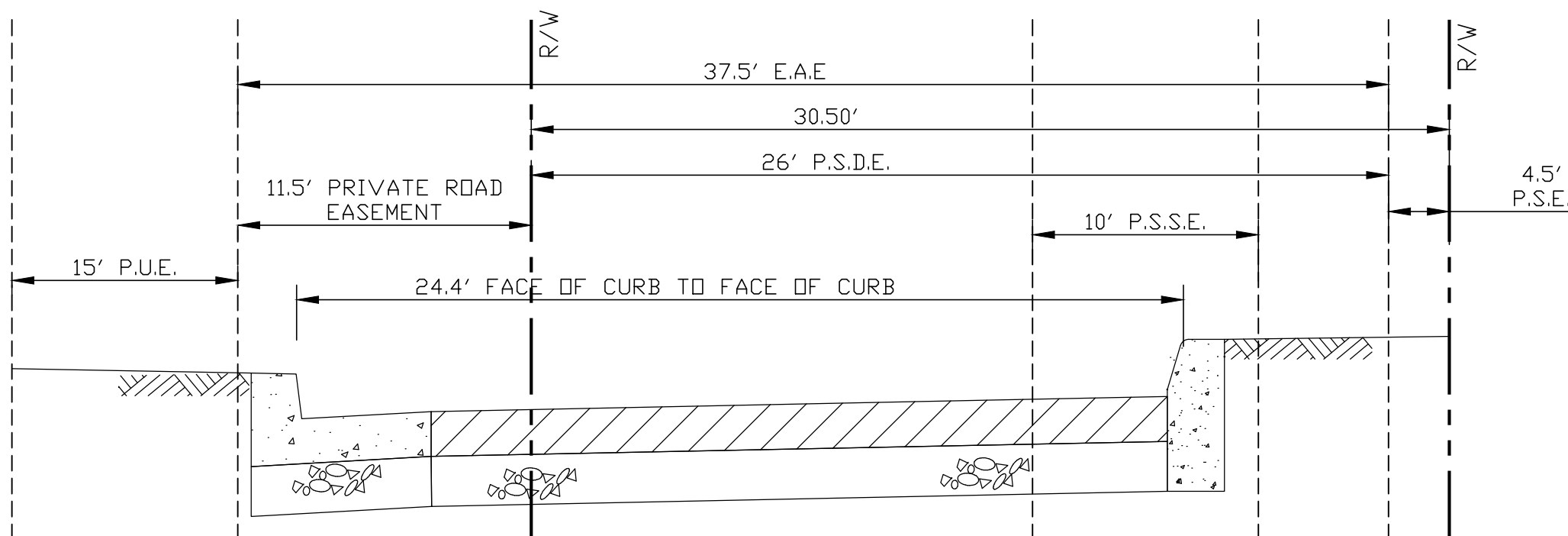
SUBDRAIN TRENCH DETAIL
ELEVATION VIEW- NTS



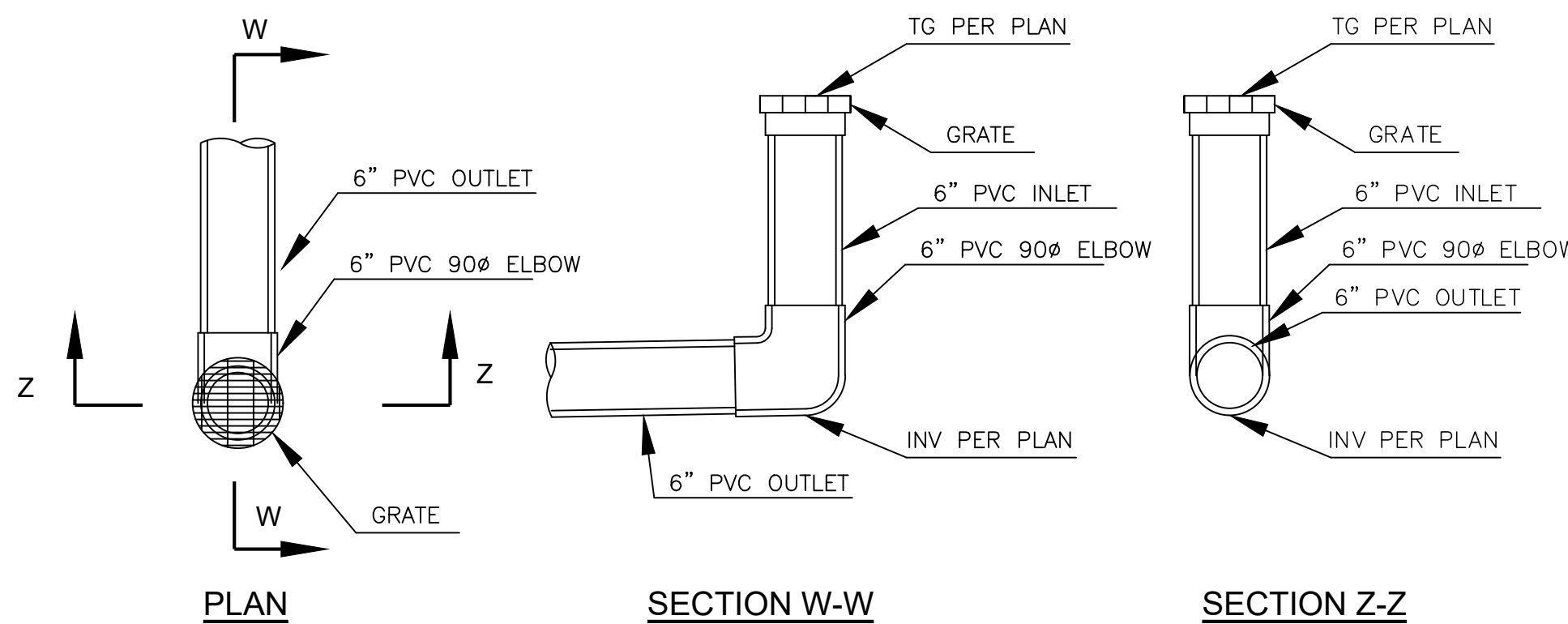
RETAINING WALL SUBDRAIN DETAIL
N.T.S.



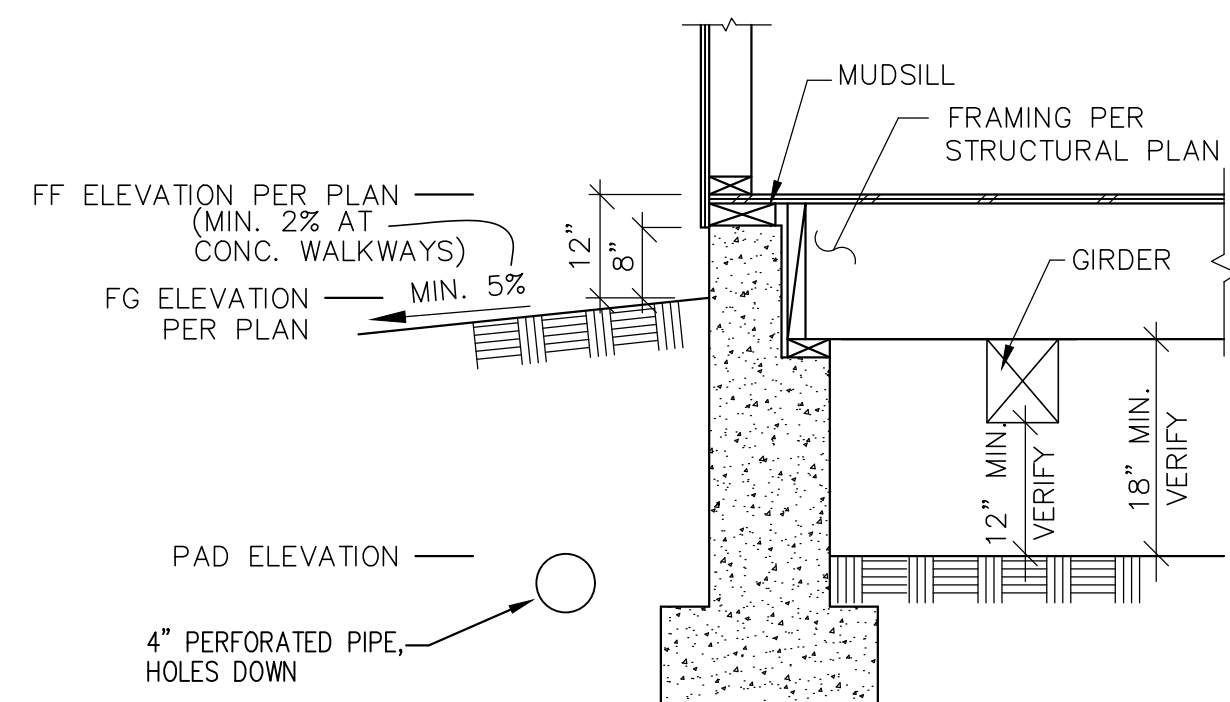
STORM DRAIN CLEANOUT DETAIL
N.T.S.



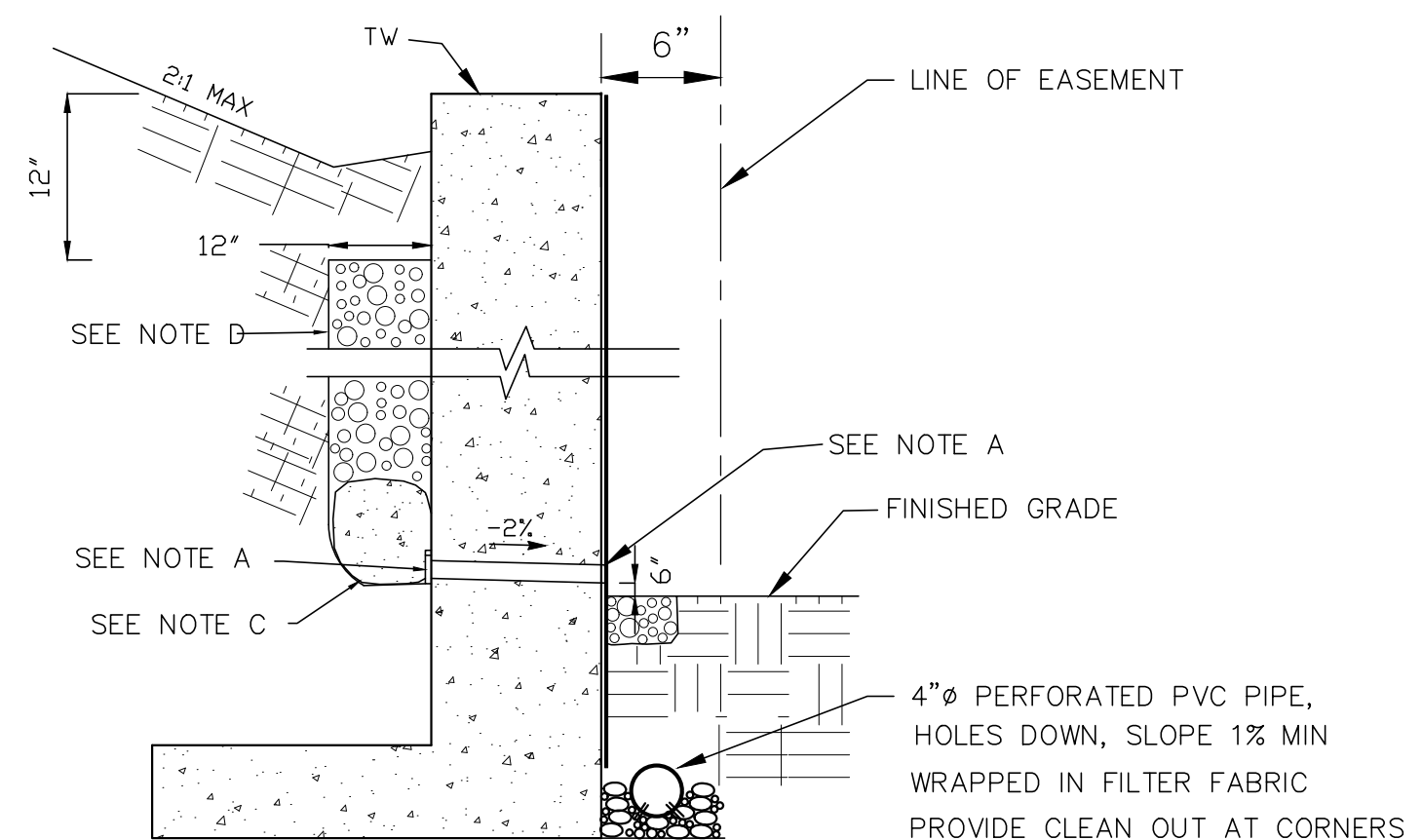
TYPICAL TERRA VISTA CT. STREET SECTION
N.T.S.



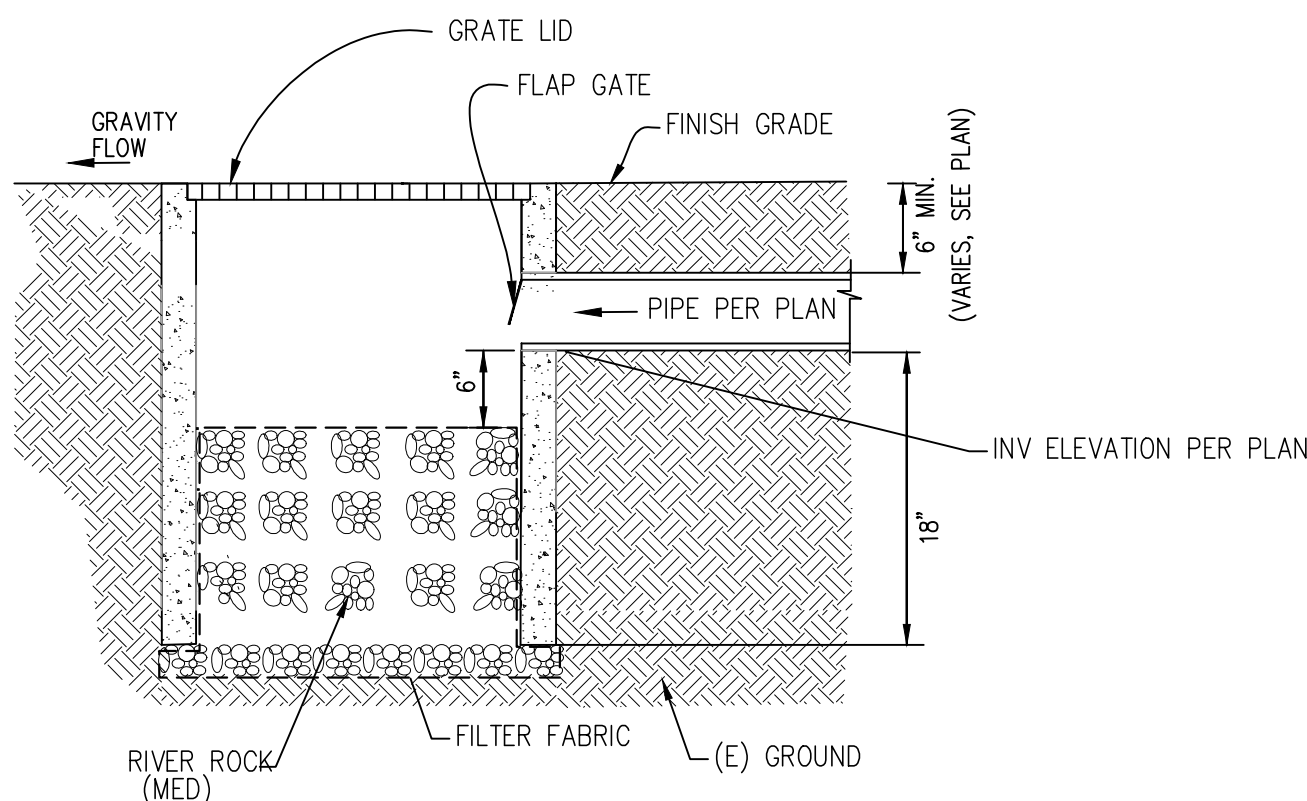
STORM DRAIN AREA DRAIN
N.T.S.



DROPPED FOUNDATION CONCEPTUAL DETAIL
FOR MORE DETAILS SEE STRUCTURAL PLAN
N.T.S.



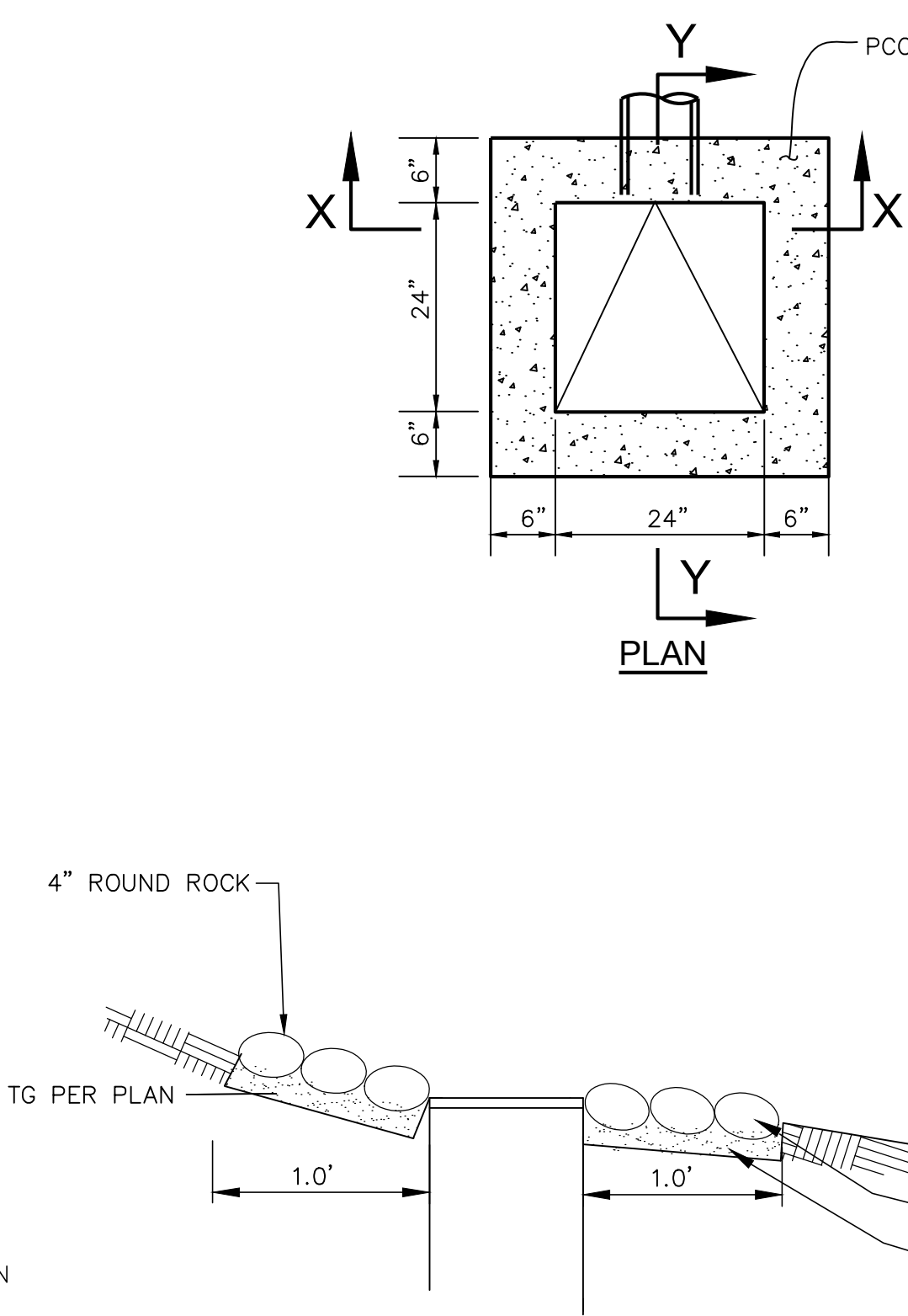
WEEP HOLE DETAILS
N.T.S.



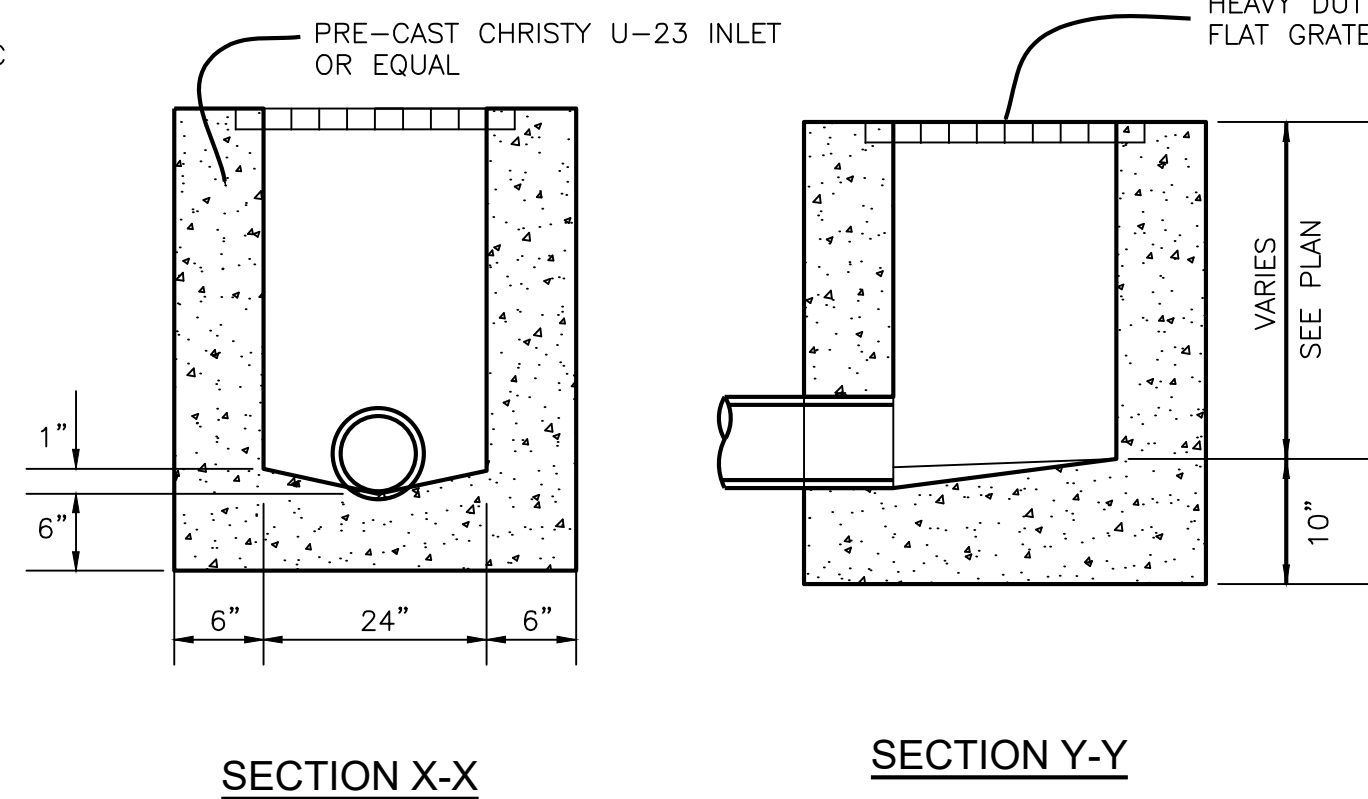
NOTES:

1. RIGID PLASTIC, A.C., C.I., OR STEEL PIPE ALLOWED TO BOX FROM PUMP.
2. BOX SHALL BE SET WITH ADJACENT GRADES SLOPING AWAY TO PREVENT RAINWATER & LANDSCAPE WATER FROM ENTERING.
3. BOX SHALL BE SET IN LANDSCAPE AREA TO FACILITATE PERCOLATION.
4. BOX SHALL NOT HAVE CONCRETE BOTTOM TO FACILITATE PERCOLATION.
5. BOX MUST BE LOCATED AT LEAST 10 FEET FROM BACK OF SIDEWALK AND 3 FEET MIN. AWAY FROM SIDE AND REAR PROPERTY LINES, APPROX. LOCATED IN SWALE, VEGETATED OR RETENTION AREA.

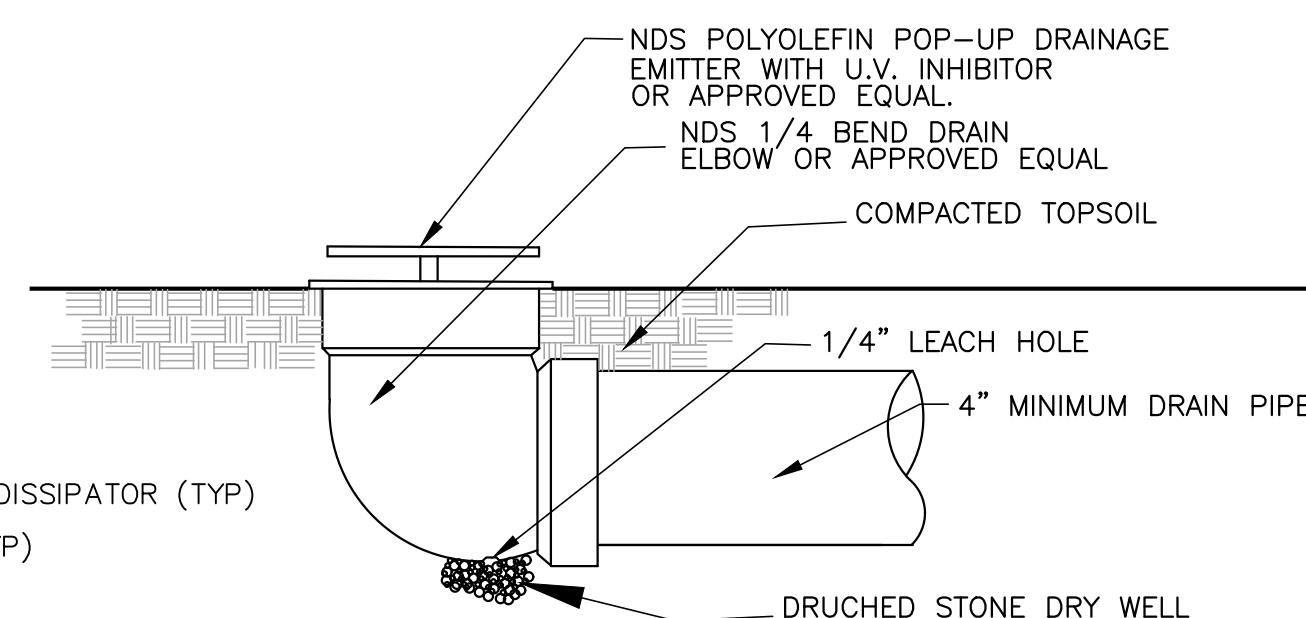
BUBBLER BOX DETAIL
N.T.S.



SLOPWD ROCK ENERGY DISSIPATOR
N.T.S.



STORM DRAIN INLET
N.T.S.



POP-UP DRAINAGE EMITTER
N.T.S.



ENGINEERS
CIVIL ENGINEERS

1534 CAROB LANE
LOS ALTOS, CA 94024
TEL: (650) 941-8055
FAX: (650) 941-8755

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GRADING AND DRAINAGE PLANS
NEW SINGLE FAMILY HOUSE
1927 TERRA VISTA CT., MILPITAS, CA 95035
APN: 029-07-011
DETAILS

Revisions:

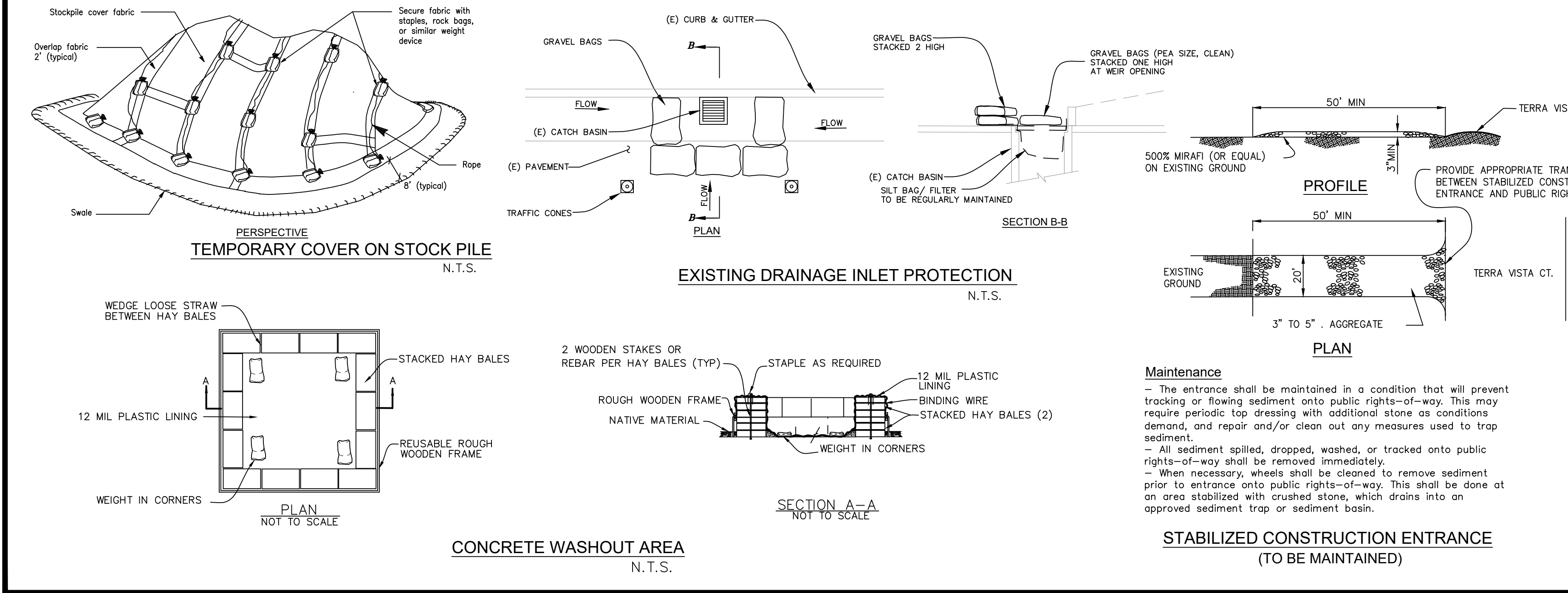
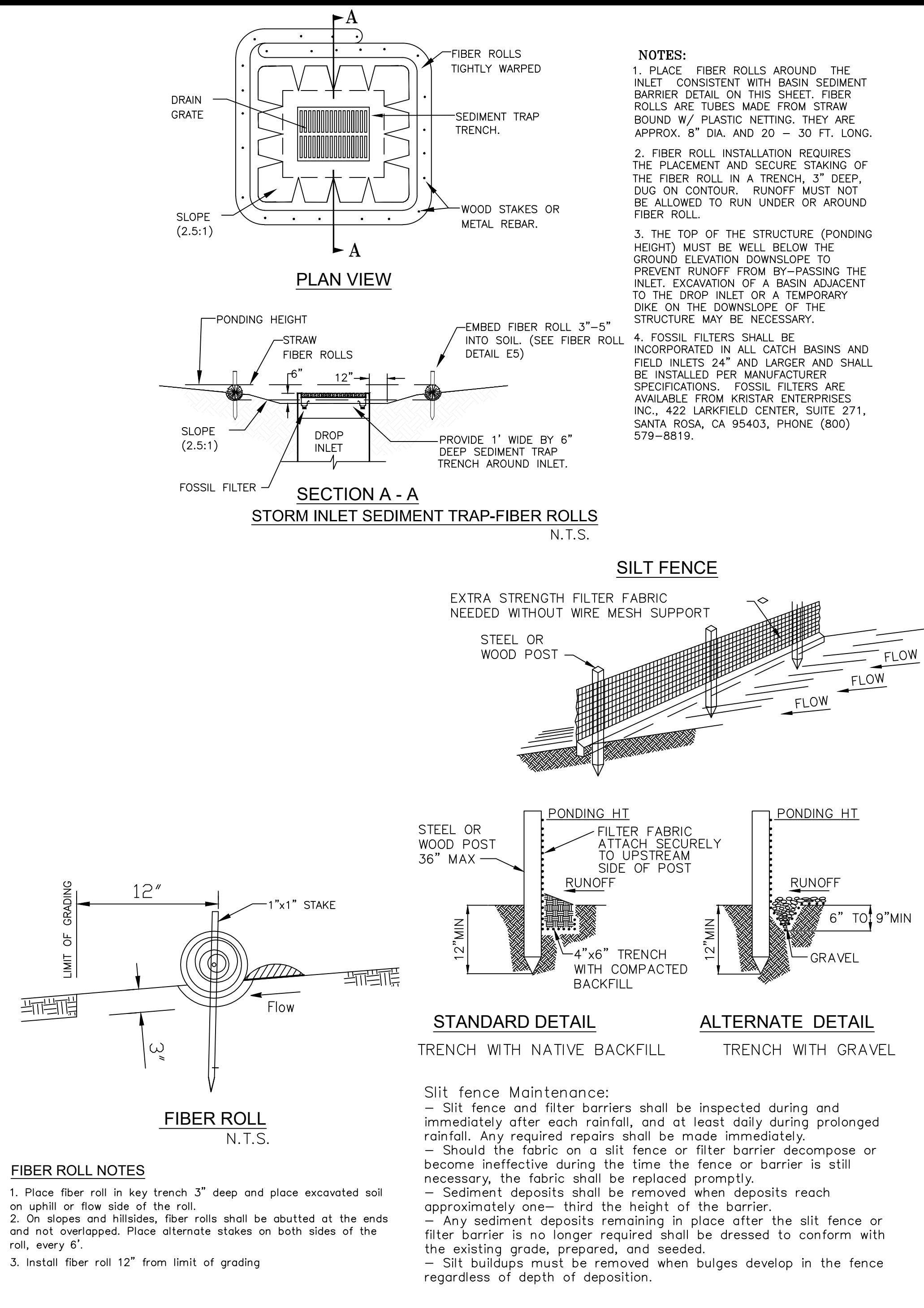
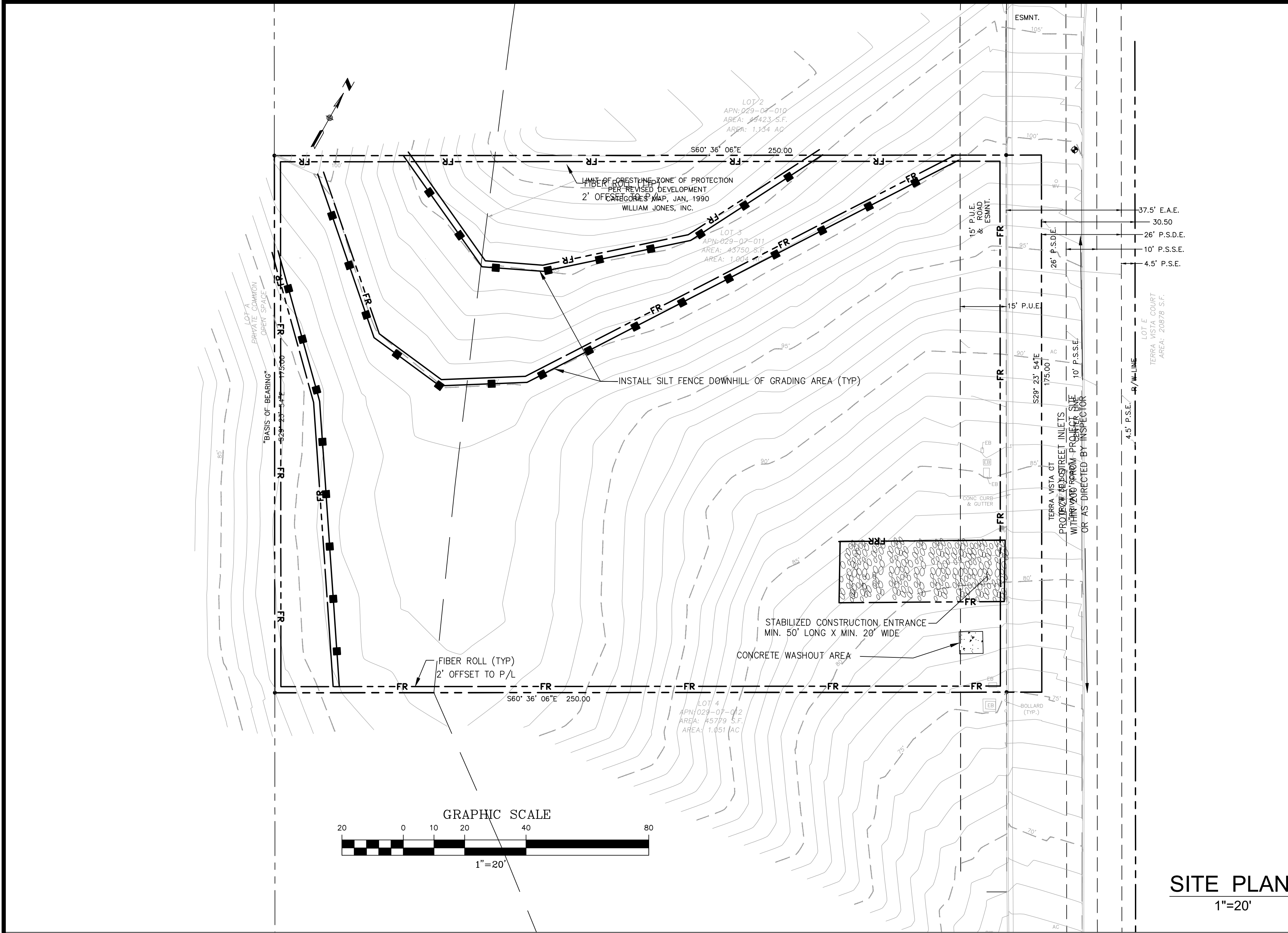


Saeid Razavi

Date: 01/15/2024
Scale: 1"=10'
Prepared by: S.P.
Checked by: S.R.
Job #: 222107

Sheet:

4 OF 5
C-4



EROSION AND SEDIMENT CONTROL NOTES AND MEASURES

- The facilities shown on this Plan are designed to control Erosion and sediment during the rainy season, October 15 to April 15. Facilities are to be operable prior to October 1 of any year. Grading operations during the rainy season, which leave denuded slopes shall be protected with erosion control measures immediately following grading on the slopes.
- This plan covers only the first winter following grading with assumed site conditions as shown on the Erosion Control Plan. Prior to September 15, the completion of site improvement shall be evaluated and revisions made to this plan as necessary with the approval of the city engineer. Plans are to be resubmitted for city approval prior to September 1 of each subsequent year until site improvements are accepted by the city.
- Construction entrances shall be installed prior to commencement of grading. All construction traffic entering onto the paved roads must cross the stabilized construction entranceways.
- Contractor shall maintain stabilized entrance at each vehicle access point to existing paved streets. Any mud or debris tracked onto public streets shall be removed daily and as required by the city.
- If hydroseeding is not used or is not effectively 10/10, then other immediate methods shall be implemented, such as Erosion control blankets, or a three-step application of: 1) seed, mulch, fertilizer 2) blown straw 3) tackifier and mulch.
- Inlet protection shall be installed at open inlets to prevent sediment from entering the storm drain system. Inlets not used in conjunction with erosion control are to be blocked to prevent entry of sediment.
- Lots with houses under construction will not be hydroseeded Erosion protection for each lot with a house under construction shall confirm to the Typical Lot Erosion Control Detail shown on this sheet.
- This erosion and sediment control plan may not cover all the situations that may arise during construction due to unanticipated field conditions. Variations and additions may be made to this plan in the field. Notify the city representative of any field changes.
- This plan is intended to be used for interim erosion and sediment control only and is not to be used for final elevations or permanent improvements.
- Contractor shall be responsible for monitoring erosion and sediment control prior, during, and after storm events.
- Reasonable care shall be taken when hauling any earth, sand, gravel, stone, debris, paper or any other substance over any public street, alley or other public place. Should any blow, spill, or track over and upon said public or adjacent private property, immediately remedy shall occur.
- Sanitary facilities shall be maintained on the site.
- During the rainy season, all paved areas shall be kept clear of earth material and debris. The site shall be maintained so as to minimize sediment laden runoff to any storm drainage systems, including existing drainage swales and water courses.
- Construction operations shall be carried out in such a manner that erosion and water pollution will be minimized. State and local laws concerning pollution abatement shall be complied with.
- Contractors shall provide dust control as required by the appropriate federal, state, and local agency requirements.
- With the approval of the city inspector, erosion and sediment controls may be removed after areas above them have been stabilized.

MAINTENANCE NOTES

- Maintenance is to be performed as follows:
 - Repair damages caused by soil erosion or construction at the end of each working day.
 - Swales shall be inspected periodically and maintained as needed.
 - Sediment traps, berms, and swales are to be inspected after each storm and repairs made as needed.
 - Sediment shall be removed and sediment traps restored to its original dimensions when sediment has accumulated to a depth of one foot.
 - Sediment removed from trap shall be deposited in a suitable area and in such a manner that it will not erode.
 - Rills and gullies must be repaired.
- All existing drainage inlets on St. George Lane within the limit of the project shall be protected with sand bags during construction. See detail. Sand bag inlet protection shall be cleaned out whenever sediment depth is one half the height of one sand bag.
- Existing concrete ditch sediment trap shall be cleaned out routinely during construction.

1534 CAROB LANE
LOS ALTOS, CA 94024
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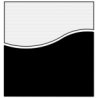
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GRADING AND DRAINAGE PLANS
NEW SINGLE FAMILY HOUSE
1927 TERRA VISTA CT., MILPITAS, CA 95035
APN: 029-07-011
EROSION CONTROL PLAN

Revisions:

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Date: 01/15/2024
Scale: AS NOTED
Prepared by: S.P.
Checked by: S.R.
Job #: 222107
Sheet: 5 OF 5
C-5



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Phone: 408.552.1111 / jason@reed.com

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DATE	DATE
10/31/2023	10/31/2023



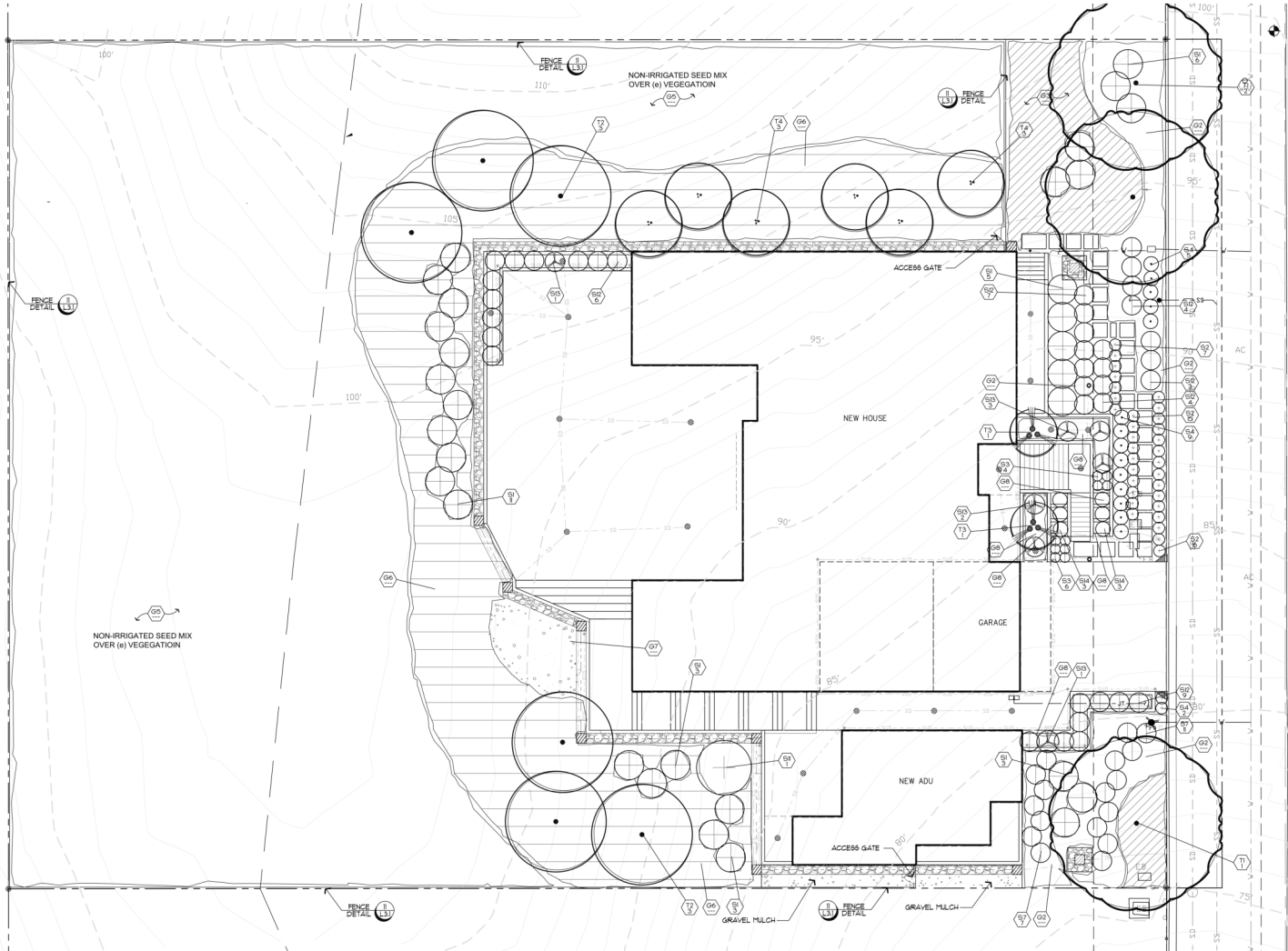
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Drawn	gjr	Project No.	---
Scale	1"=10'	Issue Date	11/06/23

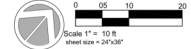
Landscape
Planting Plan

L1.0

Sheet of



NOTES AND LEGEND
ON SHEET L1.1





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DATE	DATE
10/31/2023	10/31/2023



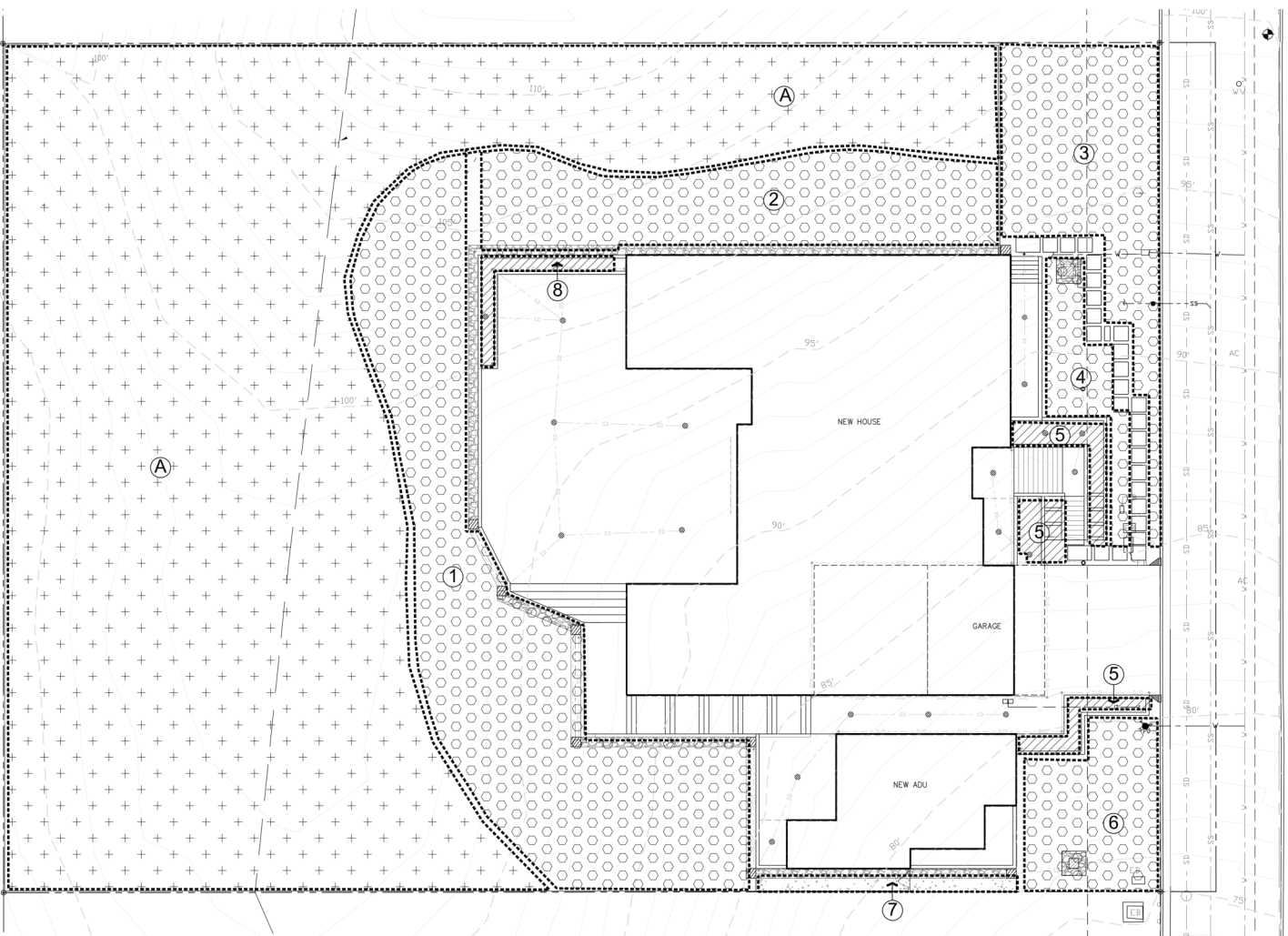
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Scale	---	Issue Date	11/06/23

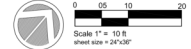
Landscape
Hydrozone Plan

L2.0

Sheet of



NOTES AND LEGEND
ON SHEET L2.1



Water Efficient Landscape Budget Calculations

Reference Evapotranspiration (ET_{ref}) 40.3

MAWA - Regular Landscape Areas

MAWA = (ET_{ref} × (0.82) × (ETAP × LA_W) + (ETAP × SLA))

landscape area 11,264 sq ft

SLA 0 sq ft

ETAP 0.247

total area with SLA 11,264

MAWA total 173,998 gallons per year

ETWU - Regular Landscape Areas

ETWU = (ET_{ref} × (0.82) × (ETAP × LA_W + SLA))

hydro-zone number	plant water use	plant factor (PF)	irrigation method	irrigation efficiency	ETAP (PF/82)	hydro-zone area	ETAP × Area	ETWU
1	low	0.2	grip	0.81	0.247	4,339	1,071.4	30,090
2	low	0.2	grip	0.81	0.247	2,010	498.3	13,939
3	low	0.2	grip	0.81	0.247	3,150	782	22,053
4	low	0.2	grip	0.81	0.247	422	104	2,939
5	low	0.2	grip	0.81	0.247	408	101	2,809
6	low	0.2	grip	0.81	0.247	625	154	4,331
7	low	0.2	grip	0.81	0.247	80	20	565
8	low	0.2	grip	0.81	0.247	80	20	565
SLA	---	1.0	---	1.00	1.000	0	0	0
A	80 landscape	0.0	---	1.00	1.000	10,115	2,518	72,114
7	green multi	1.0	---	1.00	1.000	177	44	1,314

ETAP calculations

MAWA ETAP × area 2,781.2

total area 11,264

average ETAP 0.247

ETWU calculations

ETWU = (ET_{ref} × (0.82) × (ETAP × LA_W + SLA))

ETWU 40.30

ETWU (gallons per year) 78,114

TOTALS

MAWA total 173,998 gallons per year

ETWU total 78,114 gallons per year

55.1 Percentage reduction of Potable Irrigation Water

Note: Zone 'X' and 'Y' are not included in water calculations

IRRIGATION HYDRO-ZONE LEGEND

PLANTS ARE GROUPED TO HAVE MATCHING WATER REQUIREMENTS AND MICRO-CLIMATE CHARACTERISTICS. HYDROZONE DESIGNATION IS DETERMINED BY HIGHEST WATER REQUIREMENT PLANTING IN ZONE.

MEDIUM WATER REQUIREMENT

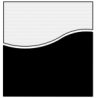
LOW WATER REQUIREMENT (DROUGHT TOLERANT PLANTING)

NO-WATER REQUIREMENT (NATIVE WILDFLOWER SEED MIX)

NOT TO BE INCLUDED IN WATER BUDGET

UNDISTURBED LANDSCAPE AREA

NOT TO BE INCLUDED IN WATER BUDGET



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DATE: 10.31.2023
BY: Updates



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Approved: gjg
Checked: gjg
Project No.: 2023-001
Issue Date: 11/06/23

Landscape Notes
and Legends

L2.1

Sheet 01 of 01



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DATE: 10.31.2023
BY: JTS

REVISIONS:
1. 10.31.2023



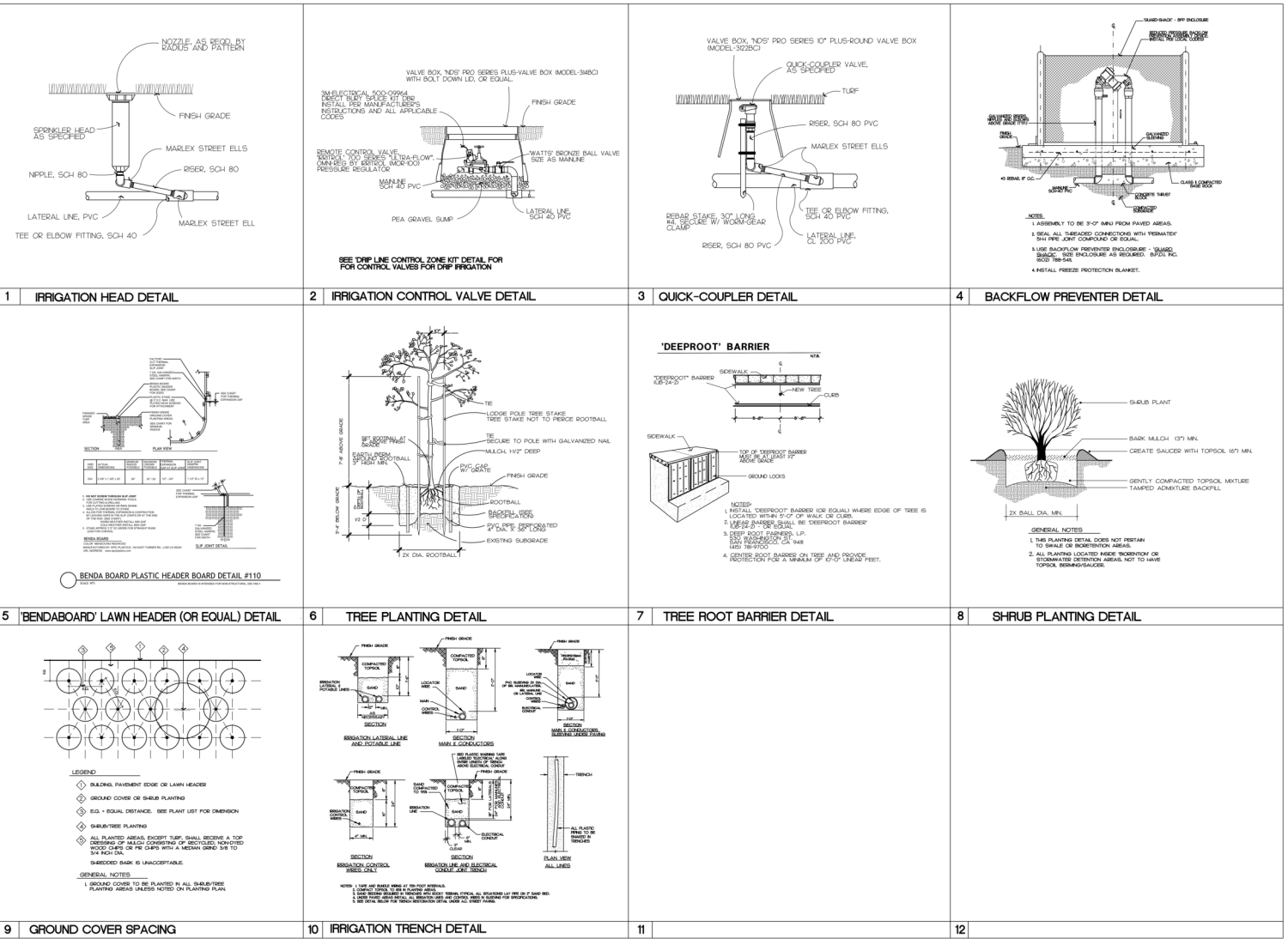
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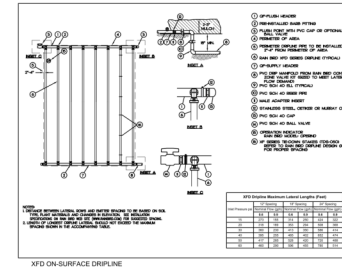
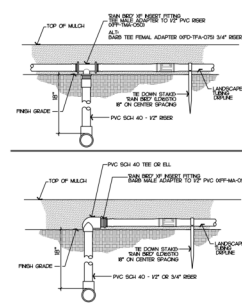
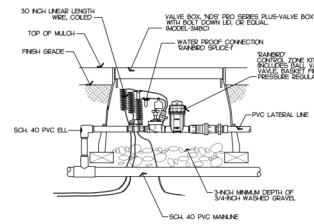
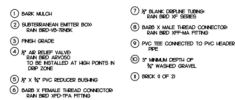
Approved: JTS
Checked: JTS
Project No.: 1327T
Scale: NTS
Issue Date: 11/06/23

Landscape
Construction
Details

L3.0

Sheet of



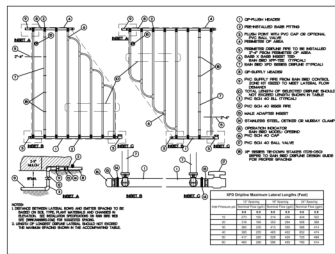


1	DRIP LINE AIR RELIEF VALVE
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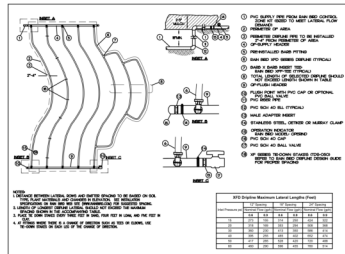
2	DRIP LINE CONTROL ZONE KIT DETAIL
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3	DRIP EMITTER LINE DETAIL
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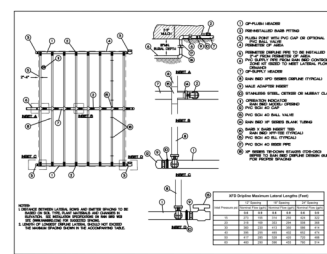
4	DRIP EMITTER LINE DETAIL
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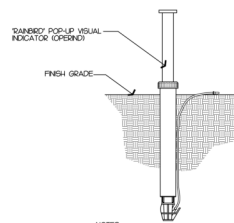
XFD ON-SURFACE DRIPLINE



XFD ON-SURFACE DRIPLINE



XFD ON-SURFACE DRIFLINE



NOTES:

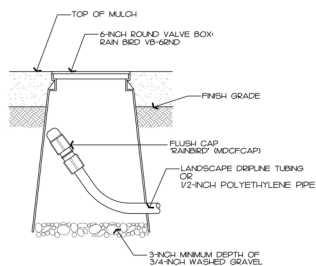
1. ONE OPERATION INDICATOR FOR EACH DRIP VALVE CIRCUIT.
2. PLACE INDICATOR FOR EASY IDENTIFICATION DURING OPERATION.

5	DRIP EMITTER LINE DETAIL
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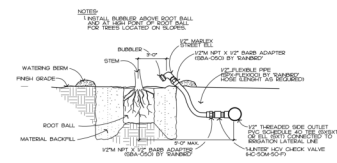
6	DRIP EMITTER LINE DETAIL
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7 DRIP EMITTER LINE DETAIL

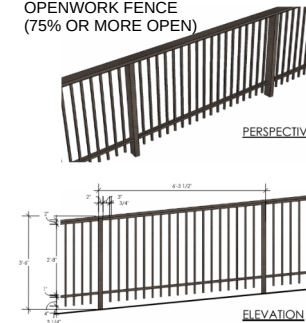
8	DRIP SYSTEM - OPERATION INDICATOR DETAIL
---	--



9	FLUSH POINT DETAIL
---	--------------------



10	TREE BUBBLER DETAIL
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11	FENCE DETAIL
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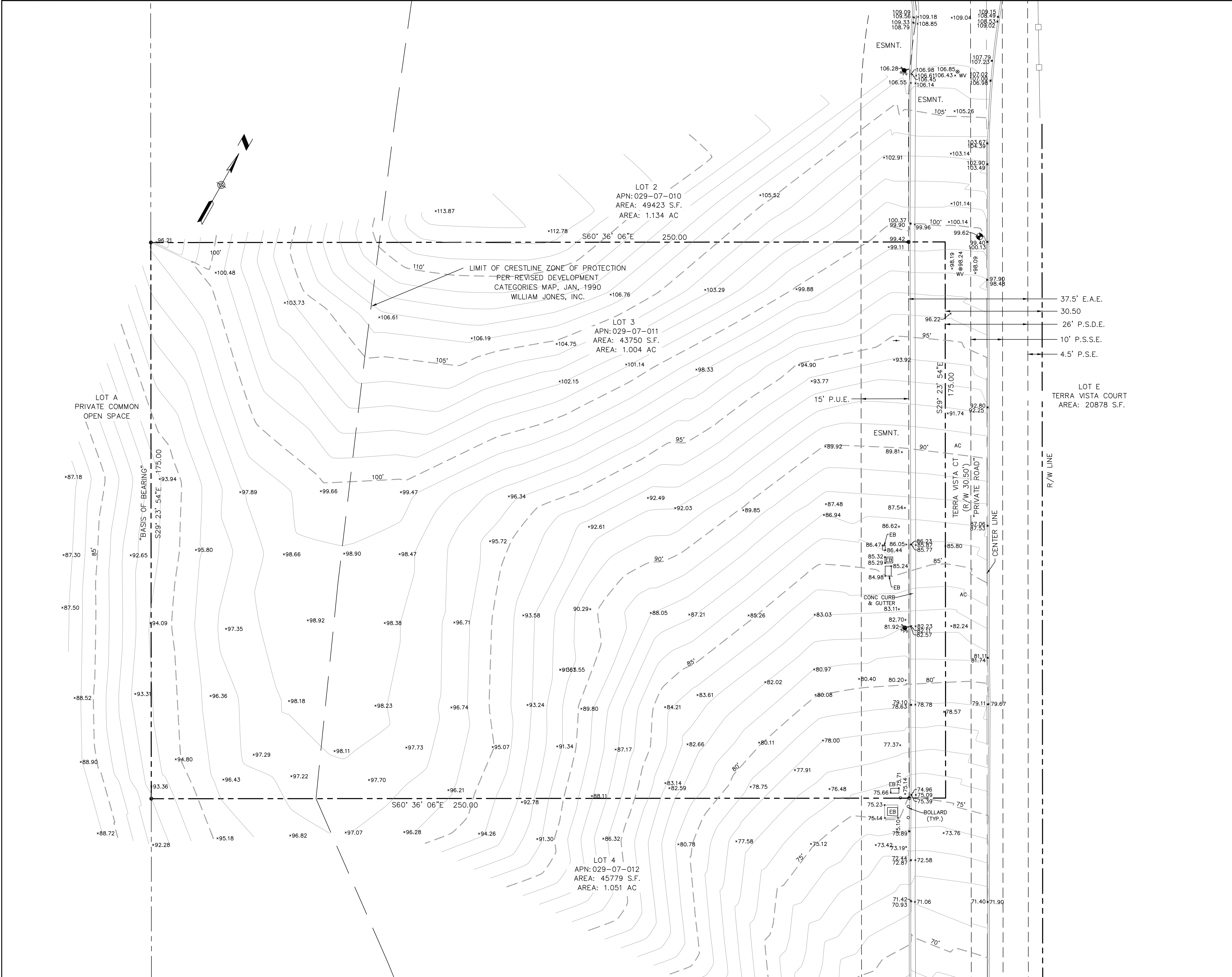


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Drawn	DS	Reviewed	pjr
Project No.	00000000		
Scale	NTS	Issue Date	06/15/23

Landscape Construction Details

L3.1



LEGEND		
	PROPERTY LINE	AC
	EXISTING LOTS	AD
	CENTERLINE	ANC
	EASEMENT LINE	BSBL
	SANITARY SEWER LINE	C&G
	STORM DRAIN LINE	CB
	OVERHEAD POWER LINE	CO
	WOOD FENCE	DW
	POWER POLE	EB
	FIRE HYDRANT	EM
	JOINT POLE	EP
	SURVEY MONUMENT FOUND	FH
	TBM (ELEVATION)	GA
	WATER VALVE	GM
		GV
		IV
		LP
		MB
		MH
		P.U.E.
		P.S.S.E.
		P.S.E.
		E.A.E.
		PP
		(R)
		SL
		SDMH
		SSMH
		SSCO
		TCD
		TS
		VG
		WM
		WV
		ASPHALT
		AREA DRAIN
		ANCHOR
		BUILDING SETBACK LINE
		CURB AND GUTTER
		CATCH BASIN
		CLEAN OUT
		DRIVEWAY
		ELECTRIC BOX
		ELECTRIC METER
		EDGE OF PAVEMENT
		FIRE HYDRANT
		GUY ANCHOR
		GAS METER
		GAS VALVE
		IRRIGATION VALVE
		LIGHT POLE
		MAIL BOX
		UTILITY MANHOLE
		PUBLIC UTILITY EASEMENT
		PRIVATE SANITARY SEWER EASEMENT
		PRIVATE SLOPE EASEMENT
		EMERGENCY ACCESS EASEMENT
		BRICK CONC PILLAR
		POWER POLE
		RADIAL BEARING
		STREET LIGHT
		STORM DRAINAGE MANHOLE
		SANITARY SEWER MANHOLE
		SANITARY SEWER CLEAN OUT
		THROUGH CURB DRAIN
		TRAFFIC SIGN
		VALLEY GUTTER
		WATER METER
		WATER VALVE

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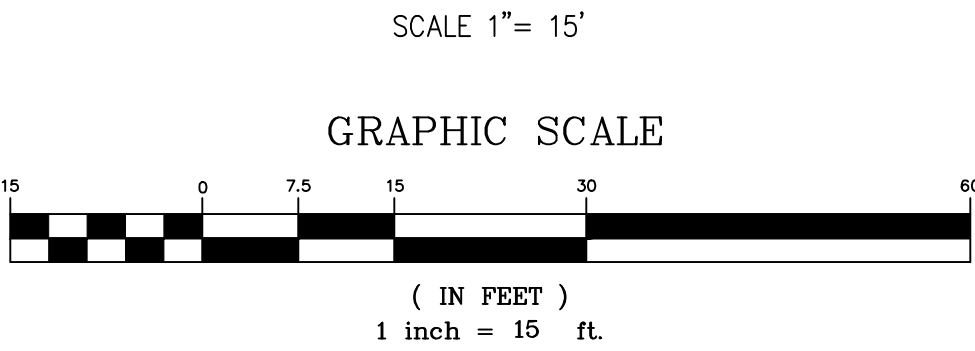
NOTE:
THIS MAP REPRESENTS TOPOGRAPHY OF THE SURFACE FEATURES ONLY. UNLESS SPECIFIED ON THIS MAP, LOCATIONS OF THE UNDERGROUND UTILITIES ARE NEITHER INTENDED NOR IMPLIED. FOR THE LOCATIONS OF UNDERGROUND UTILITIES CALL "USA" (1-800-642-2444). SURFACE FEATURES ARE LOCATED BY MEANS OF A STATION AND OFFSET FROM THE CONTROL LINE.

BASIS OF BEARINGS:
FOUND SURVEY MONUMENTS. RECORD INFORMATION WAS USED. PER RECORD MAP, BOOK: 754 PAGE: 54 WHICH IS FILED IN THE COUNTY OF SANTA CLARA RECORDER'S OFFICE.

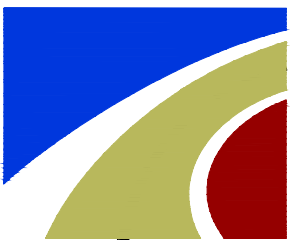
SITE BENCHMARK:
SURVEY CONTROL SET MAG NAIL
ELEVATION=99.62' (ASSUMED DATUM)

- NOTES:**
- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
 - THE GROSS AREA OF LAND OF RECORD IS 43,750 SQ. FT. ±.
 - THE MAP WAS BASED ON A GRANT DEED DOC.# 24992023 BY OLD REPUBLIC TITLE CO, DATED 06/10/2021, RECORDED IN SANTA CLARA COUNTY.
 - ALL EXISTING BUILDINGS ARE WOOD.
 - FOR PRECISE SPECIES OF TREES A CERTIFIED ARBORIST SHALL BE CONSULTED.
 - THIS DRAWING REPRESENTS A TOPOGRAPHIC SURVEY PREPARED IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT. THE PROPERTY LINES SHOWN HEREON ARE COMPILED FROM RECORD DATA AND REPRESENT THE BEST GRAPHICAL FIT BETWEEN RECORD INFORMATION AND THE TOPOGRAPHICAL FEATURES SURVEYED AND SHOULD NOT BE RELIED UPON OR USED FOR ANY OTHER PURPOSES. PURSUANT TO THE CLIENT'S DIRECTION A BOUNDARY SURVEY WAS NOT PERFORMED AT THIS TIME WHICH MAY HAVE DETERMINED THE ACTUAL PROPERTY LINES.

SLOPE DENSITY = $\frac{0.0023 \times 1 \times 6,625}{1.004} = 15.18\%$



1327 TERRA VISTA CT.
MILPITAS, CA 95035
APN: 029-07-011



SMP ENGINEERS

CIVIL ENGINEERS—LAND SURVEYORS

1534 Carob Lane Los Altos, CA 94024
Tel. (650) 941-8055 Fax (650) 941-8755

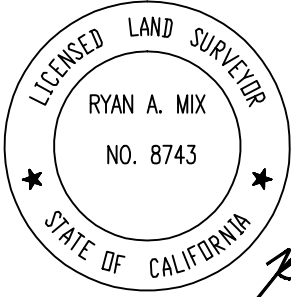
Scale:
1" = 15'

Prepared by:
J.N.

Checked by:
R.M.

Date:
08/15/2023

Project No:
222164



PRELIMINARY BOUNDARY AND TOPOGRAPHIC SURVEY MAP

Sheet No:

T-1

REVISIONS					DESIGN BY	DESIGN DATE	CITY APPR.	APPR. DATE

CITY OF MILPITAS



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to Approve Project Agreement and Specifications and Authorize the City Manager to Execute an Agreement with West Coast Arborists, Inc., for Tree Maintenance Services (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Public Hearings-Community Services and Sustainable Infrastructure
Meeting Date:	10/1/2024
Recommendation:	Adopt a resolution to (1) approve project agreement and specifications; (2) authorize a three-year agreement to the most responsive, responsible proposer, West Coast Arborists, Inc., in an annual not-to-exceed amount of \$480,000, for a total not-to-exceed amount of \$1,440,000; and (3) authorize the City Manager to execute the agreement with West Coast Arborists, Inc., subject to the annual appropriation of funds.

BACKGROUND:

Consistent with Title X, Chapter 2 of the Milpitas Municipal Code, the Public Works Department provides maintenance of protected street trees and park trees. Protected street trees are located along streets adjacent to sidewalks and private properties. Management of these trees is completed by staff with needed maintenance coordinated between staff and contract personnel. On average, over 500 tree-related requests are received annually.

The FY 2024-25 Adopted Operating Budget funds four (4) FTEs to perform reactive tree maintenance (i.e., service requests) and \$480,000 for contract tree maintenance services. Actions since July 2018 for contract tree maintenance services are as follows:

- On July 1, 2018, the City entered into a Maintenance Services Agreement with West Coast Arborists, Inc. for city-owned tree maintenance services for a term of July 1, 2018, through June 30, 2023, for an annual amount not-to-exceed of \$477,510, and a total 5-year contract not-to-exceed amount of \$2,387,550.
- On June 11, 2019, Council authorized an additional \$150,000 of funding for priority tree removal (Amendment No. 1).
- On June 1, 2021, Council authorized an additional \$80,000 annually to increase the pruning cycle for City maintained street trees from 5-year to 4-year cycle (Amendment No. 2).
- On May 17, 2023, the Maintenance Services Agreement with West Coast Arborists, Inc. was extended from July 1, 2023, to June 30, 2024 (Amendment No. 3).

On July 23, 2024, the Finance Department issued RFP 25-003 for Tree Maintenance Services. The proposal deadline was August 22, 2024. Three responsive, responsible proposals were received. Evaluation criteria included committee review of the contractor's cover letter, company profile, execution plan, assigned personnel, references, proposed compensation, and financial responsibility. Scoring for the three proposals is detailed in the following tables:

Bid Proposal Scoring

	Bid Proposer	Final Score
1	West Coast Arborists, Inc.	137
2	Bay Area Tree Specialists	119
3	The Professional Tree Care Company	118

Bid Proposal Cost

	Bid Proposer	Base Bid Total Cost (annual cost)
1	West Coast Arborists, Inc.	\$198,705
2	Bay Area Tree Specialists	\$297,033
3	The Professional Tree Care Company	\$309,695

ANALYSIS:

The City maintains an urban forest of 18,200 trees with replacement valued at approximately \$53 million. Additional value includes summer shade, reduced erosion, improved air quality and increased value of adjacent properties. Unlike other public infrastructure components, properly planted and maintained trees increase in value over time.

The goal of an effective tree management program is to ensure residents and businesses enjoy the benefits of trees through proper arboricultural techniques and management practices. Historical tree related service requests are being provided below.

Fiscal Year	# of Tree Service Requests
2019-20	77
2020-21	526
2021-22	471
2022-23	457
2023-24	560

Tree-related service requests occur due to a variety of reasons that may include weather, location of the tree, species of the tree and size. Staff has investigated the various causes of these requests and drafted the recommended agreement to be proactive. Specifically, authorization of this agreement will complete work in the first three years to the trimming of specific species and sizes of trees based on diameter at breast height (DBH) that have been the most prone to service requests and to also respond to anticipated tree service requests. Additionally, for the first three years of the agreement, approximately 700-1,000 trees will be grid trimmed annually. Below is a table detailing the tree pruning goals for the first 3 years.

Tree Specific Species	Year 1		Year 2		Year 3	
	Size (DBH)	Quantity	Size (DBH)	Quantity	Size (DBH)	Quantity
Ash Trees	25"-36"	100	13"-24"	150	13"-24"	150
Chinese Pistachio	13"-24"	275	7"-12"	125	7"-12"	125
Liquidambar	25"-36"	25	13"-24"	125	13"-24"	125
Eucalyptus	13"-72"+	111				
Grid Pruning	Varies	700-1,000				

The previous agreement included pruning classifications of light prune, grid prune, large scale prune and service request prune. To achieve a four-year cycle of pruning, most of the work completed by this agreement was grid pruning. Grid pruning was paid at \$99 per tree and worked well for smaller, young trees. When larger trees with a greater than 24" diameter were encountered, a large-scale prune was required and paid at \$325 to up to \$800 per tree. Service request prunes were performed on trees not located in a grid pruning area and were paid at \$450 to up to \$800 per tree.

Proposed grid pricing per tree for larger sized trees are \$199 and for smaller trees \$139. This pricing is greater than the previous agreement of \$99 per tree, but when increased scope of work and pricing due to inflation are considered, it is reasonable. The agreement has prices fixed for the first three years with the option to extend and negotiate pricing for years four and five. If these extensions occur (as we anticipate), work during these two years will be focused primarily on grid pruning with approximately 2,200-3,200 trees trimmed per year moving from a 4-year grid pruning cycle to a 6-year grid pruning cycle.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve and authorize the City Manager to execute agreement with West Coast Arborists, Inc.

Pros: None.

Cons: The current maintenance strategy leverages the contracting of tree grid pruning maintenance of these assets while supplementing the balance of tree maintenance with internal staff resources.

Reason not recommended: The Public Works Department does not have adequate resources to maintain the City's urban forest.

FISCAL IMPACT:

Sufficient funds are available in the Public Works FY 2024-25 Adopted Operating Budget. Ongoing costs are subject to the annual appropriation of funds.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

City Council approval of this contract is exempt from environmental review pursuant to the California Environmental Quality Act, CEQA Guideline 15301, because it amounts to maintenance of existing landscaping as described in CEQA Guideline 15301(h) involving negligible or no expansion of use. This action also does not constitute a "project" within the meaning of Public Resources Code Section 21065 and/or the California Environmental Quality Act (CEQA) Guidelines Section 15060(c)(2), 15262, and/or 15378 as it has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and, moreover, is a continuing administrative or maintenance action within the meaning of CEQA Guidelines Section 15378(b)(2).

RECOMMENDATION:

Adopt a resolution to (1) approve project agreement and specifications; (2) authorize a three-year agreement to the most responsive, responsible proposer, West Coast Arborists, Inc., in an annual not-to-exceed amount of \$480,000, for a total not-to-exceed amount of \$1,440,000; and (3) authorize the City Manager to execute the agreement with West Coast Arborists, Inc., subject to the annual appropriation of funds.

ATTACHMENT(S):

- (a) Draft Agreement
- (b) Resolution

**CITY OF MILPITAS
MAINTENANCE SERVICES AGREEMENT
CONTRACT NO. 25-003**

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 **West Coast Arborists, Inc.**, a California corporation with its principal place of business at **2200 E. Via Burton Street, Anaheim, CA 92806** (“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 **Tree Maintenance 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 **Tree Maintenance 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 **Tree Maintenance 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 **October 15, 2024** to **October 15, 2027**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor’s performance at the end of each year and cancel all or part of the Agreement. Options to Extend. After the Initial Term, the

City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional one-year terms through **October 15, 2029** ("Option Periods").

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 **Samu Tiumalu**, 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 **Juan Ortiz**, 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. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of One Hundred Dollars and Zero Cents (\$100.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

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 **One Million Four Hundred Forty Thousand Dollars and Zero Cents (\$1,440,000.00)**, and the total annual compensation for any year shall not exceed **Four Hundred Eighty Thousand Dollars and Zero Cents (\$480,000.00)**, 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:

West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806
Attn: Victor Gonzalez, V.P. Business Development

City:

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

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 WEST COAST AROBORISTS 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

WEST COAST AROBORISTS INC

Signature

Name

Title

Date

EXHIBIT "A"

SCOPE OF SERVICES

1. GENERAL REQUIREMENTS

1.1 City Project Manager

Contractor will be managed by the City Project Manager under the resulting agreement. The City Project Manager will be the primary point of contact for communication between the City and Contractor. The City Project Manager will:

- 1.1.1** Provide principal contract management and monitor functions.
- 1.1.2** Observe work both during progress and upon completion, and make routine independent inspections of all job sites, which may or may not be announced or require the presence of the Contractor.
- 1.1.3** Schedule walkthrough inspections with Contractor present. Inspections will be scheduled at the discretion of the City, and include but not limited to site cleanliness, adherence to standards, traffic control and safety, posting and notifications.
- 1.1.4** Authorize work, issue acceptance of the work performed, and approve payment for work completed.
- 1.1.5** Monitor and confirm contractor entry of work performed information into asset management system.

1.2 Supervision / Personnel

- 1.2.1** Contractor shall provide adequate supervision to ensure conformance to the City's job requirements.
- 1.2.2** Contractor must provide a fully qualified supervisor to supervise field crews and meet with the City Project Manager as needed for the purposes of correcting problems/conflicts and coordinating work schedules. The City reserves the right to request removal of any employee of the Contractor for good cause. All Contractor's work will be in City specified areas.
- 1.2.3** All Contractor personnel shall be required to wear uniforms bearing the Contractor's company name while completing City work assignments. Uniforms shall consist of a shirt and/or jacket with company and employee name neatly screen printed or embroidered and conspicuous. All Contractor personnel shall be clearly identified with the name of the company on their uniform. Tank tops and shorts are not allowed. Shirts must always be worn, and personnel shall maintain a neat and clean appearance. All personnel must wear high visibility safety vests that meet ANSI standards while working in traffic areas.
- 1.2.4** All Contractor personnel are to be provided restroom facilities and/or use of public facilities only.

1.3 Safety

- 1.3.1** Contractor shall observe and abide by all applicable federal, state, and local laws and regulations which may be required as part of the performance of the work. These include but are not limited to the Standards of Occupational Safety and Health Administration (OSHA), the City of Milpitas Codes governing tree work, traffic control, and any other regulations that may affect operations.
- 1.3.2** Contractor shall adhere to the latest edition of ANSI Z133 Safety Requirements for

Arboricultural Operations Manual. These guidelines shall be made a part of, and included in, specifications as the safety requirements. All personnel and equipment must meet regulations as written in the American Standard Safety requirement for pruning, maintaining, and removing trees.

- 1.3.3** In addition to meeting qualified tree workers' qualifications, and because a percentage of the trees may be within ten feet of energized conductors, contractor shall ensure employees and equipment working within the ten-foot proximity of energized conductors in excess of 750 volts shall be qualified line-clearance tree trimmers or qualified line clearance tree trimmer trainees using approved tools and equipment.
- a) Proof of employees' training program and Dielectric Test on equipment and tools are required.
 - b) All incidental power and hand tools shall have Dielectric Tests where required.
 - c) All equipment and tools shall meet and be kept maintained as required in ANS Z-133.1.
- 1.3.4** Upon completion of the scheduled work or at the end of each day, whichever comes first, Contractor shall ensure work site is clear of any debris and in a clean safe condition. The City Project Manager shall be the sole judge as to the adequacy of the cleanup.

1.4 Days and Hours of Operation

- 1.4.1** Contractor shall perform services on the days of Monday through Friday during normal working hours, 8:00 a.m. to 5:00 p.m. Work will be performed on a regular basis for approximately 52 weeks annually. Should there be any decrease in the amount of work, the Contractor shall check in with the City on a weekly basis and be available within 48 hours for regular work. Emergency work shall occur as necessary.
- 1.4.2** Contractor shall notify the City Project Manager the morning of each workday of the locations and work being performed by phone, email or text.
- 1.4.3** Contractor shall provide two-week and three-day notification to property owners and/or business owners when performing work adjacent to private properties. City will provide to Contractor the notification signs which Contractor must post on the trees. No notification is required for emergency call-out work.
- 1.4.4** During weeks in which there is a City recognized holiday, Contractor shall perform all work at all sites during the remaining workdays of that week.
- 1.4.5** In case of emergencies, changing work location, and other urgent matters, Contractor shall immediately contact the City Project Manager.

1.5 Vehicle Access and Traffic Control

- 1.5.1** When working in the public right-of-way and operating equipment on public streets, Contractor shall comply with California State Vehicle Codes. Contractor is required to provide all safety cones, sign boards, and other appropriate measures and equipment as prescribed by the California Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) for traffic control.
- 1.5.2** At no time shall Contractor drive vehicles on turf, courts or other landscape or hardscape area(s) unless necessary to perform the work required and written permission is supplied by the City Project Manager.
- 1.5.3** All vehicles utilized by Contractor shall have wording which clearly identifies the Contractor.
- 1.5.4** Contractor shall be responsible for posting of "No Parking" where needed a minimum of three days in advance of tree work. City will provide "No Parking" signs.

- 1.5.5** The Contractor shall be fully responsible for adequate removal of all parked cars. All vehicle removal shall be coordinated by the Contractor with the Police Department. The Contractor shall notify the Police traffic sergeant upon posting of the parking restrictions for a street and when the signs are removed.

For removal of parked vehicles, the Contractor shall notify the Police traffic sergeant not less than 2 hours prior to the needed removal with the address nearest the parked vehicle, make, model, color, and license number. The City shall not be responsible for any delay or additional cost associated with the removal of parked cars which may obstruct tree maintenance.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

Milpitas Police Department (408) 586-2400
Milpitas Fire Department (408) 586-2800

1.6 Equipment

- 1.6.1** Contractor must always maintain standard tree pruning equipment and have at a minimum one 65' and one 95' aerial trucks and two (8 CY minimum) chip trucks on demand for emergency work. All equipment used for regular and emergency work, including trucks, chippers, and other heavy equipment, must be maintained in a good operating condition and in compliance with State and Federal/OSHA regulations and manufacturer's specifications. Equipment not suitable to produce the quality of work required by the City shall not be used.
- 1.6.2** Equipment used for emergency work at night shall be suitably equipped with warning lights and work lights.
- 1.6.3** It is the Contractor's responsibility to provide a storage facility for its equipment and materials. The City will not provide facilities or storage space for Contractor's use.
- 1.6.4** Equipment shall be operated in a manner which will minimize noise. Chippers shall not be operated in one location for extended periods of time. When trimmings of adjacent trees have been chipped, chipper is to be moved to the closest practical location next to tree or trees to be trimmed.

Aerial Truck - Truck-mounted aerial lift. Minimum 52' and 80' from bottom of bucket to ground for 65' and 95' lift, respectively. Boom shall be insulated dielectric tested and certified, mounted on 360-degree rotating turntable.

Brush Chipper - Minimum 12-inch knives. Towed or truck mounted. Must meet all applicable federal, state, and manufacturer's standards. Produced wood chips must be suitable for use as landscape mulch.

Chip Truck - Truck with mounted chipper, minimum 8 cubic yard hydraulic chip dump box.

Dump Truck - Two-ton minimum, 8 cubic yard hydraulic chip dump bed.

Stump Grinder - Truck towable, minimum 35 H.P. rated, capable of grinding to 18" below grade.

1.7 Resident Objections/Complaints

- 1.7.1** If resident or business owner objects to a tree service or other tree care work, Contractor may be required to delay work until the complaint is resolved by the

City. Contractor shall make every effort to resolve the issue to the mutual satisfaction of both parties. If Contractor cannot resolve the complaint, the issue will be referred to the City Project Manager.

- 1.7.2** If objection to work occurs while work is in progress, Contractor shall immediately stop work on tree or trees in question or at a point that the tree(s) can be left in a safe condition and notify the City Project Manager. Contractor shall not resume until authorized by the City.

1.8 Inspections / Defective Work/ Damages

- 1.8.1** The City shall, always have access to the work being performed and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in said work. The inspection of the work shall not relieve Contractor of any of his obligation to fulfill the contract and/or complete the project described.
- 1.8.2** All work which is defective or deficient in any of the requirements of the specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. Defective work shall be made good notwithstanding the fact that such defective work may have been previously overlooked by the City and accepted for payment.
- 1.8.3** Contractor shall take all necessary precautions to prevent damage to any adjacent trees or related plant life.
- 1.8.4** Contractor shall report to the City Project Manager all damages to landscaping, sprinklers, irrigation systems, hardscape, plants or other median components. These damages will be repaired by the Contractor and coordinated closely with the resident. City Project Manager is to be notified immediately if damage to private property occurs.

1.9 Maintenance of Asset Management System

- 1.9.1** Current work reports and site inventory data exists in Arbor Access software format. Contractor shall be able to either operate or maintain inventory in existing Arbor Access system or convert existing data into another software system at the contractors' expense. If Arbor Access continues in use, City will pay monthly subscription fee. If alternate tree software is used, the contractor shall pay all monthly subscription fees.
- 1.9.2** If a new software system is proposed, it must be accepted by the City. New software system is to be user friendly, and able to search data on a minimum based on the following different criteria; tree zone, street name, street address, tree name (common name), tree species (botanical name), tree height, tree diameter breast height (DBH), if braced/cabled and recent work history.
- 1.9.3** All GPS locational data shall be in a format that is compatible with the integration of existing GIS base map data. This is based on ESRI software with ArcGIS Online Architecture or Cloud based data. New site inventory data and corresponding GPS data shall also integrate directly to existing GIS base map and tree inventory spatial layers.
- 1.9.4** If the City elects to no longer use Arbor Access, a contractor supplied Application Programmer / Systems Engineer or equivalent shall configure the exporting/importing, or otherwise uploading procedures, of new and edited data. This person will be the contact point for the City Information Services staff. Exports from Arbor Access need to include all tables including but not limited to; Asset descriptions of the tree and activities associated to tree along with secondary related information such photos, diagrams etc.

- 1.9.5** Work history data is to be updated monthly by the contractor prior to the invoicing of the City for work completed. Format of data must have attributes that will facilitate an importing, uploading, or synchronization of new data with existing data format. Both new assets and work history must be able to be exported by City staff in a regular and ad hoc methods.
- 1.9.6** An I.S.A. Certified Arborist shall perform data collection.
- 1.9.7** Tree attributes to be collected and entered into the asset management system for each site include but not limited to the following: Tree identification number, GPS location within 1 meter of tree, property address, street name, before and after photos, if located in park strip, park location, tree canopy width, height, presence of existing overhead utilities, tree vacancies, tree species identification (botanical and common name), DBH with size categories 3" to 6", 7" to 12", 13" to 24", 25" to 36", 37" to 48", 49" +, if braced / cabled and recent work completed.
- 1.9.8** Work for this item is to be included in the various items of work and no separate payment shall be made.

1.10 Debris Disposal

Contractor shall remove and dispose of all debris in a legal and appropriate manner on a daily basis. Work for this item is to be included in the various items of work and no separate payment shall be made.

1.11 Reporting

Contractor shall submit to the City Project Manager a complete and up-to-date record of all tree service work monthly prior to invoicing. Work records shall include but are not be limited to the address where tree work took place, tree species, type of work performed, date work performed, diameter at breast height (DBH) of tree, and any other information required by the City Project Manager. Reporting to the City Project Manager is in addition to the maintenance of the asset management system. Work for this item is to be included in the various items of work and no separate payment shall be made.

2. PRIMARY SCOPE OF SERVICES

2.1 Services Needed:

- 2.1.1** Species Specific Street Tree Pruning
- 2.1.2** Species Specific Park Tree Pruning
- 2.1.3** Zone Street Tree Pruning
- 2.1.4** As-needed Street Tree Pruning
- 2.1.5** As-needed Palm Street Tree Pruning
- 2.1.6** As-needed Palm Park Tree Pruning
- 2.1.7** As-needed Park Street Tree Pruning
- 2.1.8** As-needed Street Tree Removal with Stump Grinding
- 2.1.9** As-needed Palm Street Tree Removal with Stump Grinding

- 2.1.10** As-needed Park Tree Removal with Stump Grinding
- 2.1.11** As-needed Palm Park Tree Removal with Stump Grinding
- 2.1.12** As-needed Street and Park Tree Planting.
- 2.1.13** Emergency Street and Park Tree Services
- 2.1.14** Supplemental Street and Park Tree Services

2.2 Requirements for All Services Needed

- 2.2.1** For all services, City will determine which trees (species-specific and as-needed) are to be pruned by providing to contractor address specific locations for work to occur. Contractor is not to assume that all trees within a zone are to be pruned. Trees may be in street medians.
- 2.2.2** Contractor shall perform tree pruning according to the requirements below for all services needed.
 - 2.2.2.1** Pruning of trees is to be based on tree species, growth characteristics, tree form, tree condition, and tree structure. Tree evaluation before pruning will determine what pruning must be performed to achieve or enhance a tree's structural integrity, appearance, or desired size. The specific techniques employed shall be consistent with industry practices for the size and species of the tree being trimmed.
 - 2.2.2.2** All dead, broken, damaged, loose, diseased or insect infested limbs, branches and stubs shall be removed. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise. Branches that are developing in a manner as to become larger than the limbs they originate from shall be removed. Remove subordinate competing central leaders as appropriate.
 - 2.2.2.3** When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
 - 2.2.2.4** Shorten the length of limbs which extend beyond the natural perimeter of an otherwise symmetrical form. Prune end branches to lighten end weight where such overburden appears likely to cause breakage of limbs.
 - 2.2.2.5** All trees on which vines are growing shall have vines removed. Vine tendrils shall be removed in a manner which will not injure trees or cause scarring of low branches and tree trunk.
 - 2.2.2.6** All cuts shall be made just outside the branch collar to the parent stem so that the wound closure can readily start under normal conditions.
 - 2.2.2.7** Final pruning cuts shall be made to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should be removed.
 - 2.2.2.8** All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut.
 - 2.2.2.9** No greater than 20% of canopy shall be removed during a single year.

- 2.2.2.10** Topping of trees, heading cuts, and lions-tailing are not allowed.
- 2.2.2.11** Prune to maintain 10' of clearance over any structure.
- 2.2.2.12** The City Tree Ordinance requires all trees to provide a minimum 14' feet of clearance over any street and eight of clearance over any sidewalk. Exception to this ordinance is allowed for young developing trees.
- 2.2.2.13** Any defects (structural, biotic and abiotic) in the tree or associated material in the tree shall be immediately reported to the City Project Manager.
- 2.2.2.14** When trimming fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.
- 6.2.2.15** All tree pruning shall be performed in accordance with ANSI A300 tree care pruning standards, the standards of the ISA Tree Pruning Best Management Practices, and the "Structural Pruning: A Guide for the Green Industry", Edward Gilman, Brian Kempf, Nelda Matheny and Jim Clark, 2013 Urban Tree Foundation, Visalia CA., and shall be overseen by the City Project Manager responsible for City trees or designee.

2.3 Tree Pruning Specifications for Species Specific Street Trees

- 2.3.1** The City has identified three species located throughout all City zones for pruning in the initial term of three years. Objective is to perform structural pruning to reduce branches (living or dead) to lower or eliminate risk of tree/branch failures.
- 2.3.2** Ash
 - 2.3.2.1** Ash trees are comprised on Raywood, Modesto, Arizona, Shamel, Narrow Leaf, and White. In the first year of this agreement, it is the goal to have approximately 100 trees with 25" -36" DBH pruned and in years one and two and to also have approximately 300 trees with 13" – 24" DBH pruned.
- 2.3.3** Chinese Pistachio
 - 2.3.3.1** In the first year of this agreement, it is the goal to have approximately 275 trees with 13" – 24" DBH pruned and in years two and three to have approximately 250 trees with 7" – 12" DBH pruned.
- 2.3.4** Liquidambar
 - 2.3.4.1** In the first year of this agreement, it is the goal to have approximately 25 trees with 25" – 36" DBH pruned and in years two and three to have approximately 250 trees with 13" – 24" DBH pruned.

2.4 Tree Pruning Specifications for Species Specific Park Trees

- 2.4.1** The City has identified one species located in City parks for pruning in the first year of the agreement. Objective is to perform structural pruning to reduce branches (living or dead) to lower or eliminate risk of tree/branch failures.
- 2.4.2** Eucalyptus
 - 2.4.2.1** In the first year of this agreement, it is the goal to have approximately 40 trees with 13" – 24" DBH, 40 trees with 25" – 36" DBH, 20 trees with 37" – 48" DBH, 5 trees with 49" – 60" DBH, 4 trees with 61" – 72" DBH, and 2 trees with 72"+ DBH pruned during the summer months to avoid damage to turf. Contractor to

advise on how to reduce the possibility of infestation by borer beetles.

2.5 Tree Pruning Specifications for Zone Street Trees

The City maintains its trees on a set cycle organized into eight zones, with approximately 2,200 trees per zone. Attachment A is a City tree zone map. There are over 100 species of trees throughout all zones. Each year of the agreement the City will designate individual zones to be pruned. Objective is to structurally prune to improve plant architecture, ensure compatibility with the site, and/or to restore damaged areas.

- 2.5.1** Contractor shall begin pruning work within ten calendar days after receipt of the zone list from the City. All work must be completed within thirty calendar days after receipt of the zone list from the City. The City will work with Contractor to determine the location and number of trees on each zone prune list.

2.6 Tree Pruning Specifications for As-needed Street Trees

- 2.6.1** Work orders for as-needed pruning are based on service requests with specific objectives in various locations and may or may not be at contiguous locations to street zone work.
- 2.6.2** Pruning – Approximately 1-30 as-needed locations of trees of various DBH will be provided to contractor yearly throughout the term of the agreement.
- 2.6.3** Contractor shall begin as-needed pruning work within ten calendar days after receipt of the list from the City. All work must be completed within thirty calendar days after receipt of the list from the City. The City will work with Contractor to determine the number of trees on each as-needed prune list.

2.7 Tree Pruning Specifications for As-needed Palm Street Trees

- 2.7.1** Work orders for as-needed pruning are based on service requests with specific objectives in various locations and may or may not be at contiguous locations to street zone work.
- 2.7.2** Palm Pruning – Approximately 1-20 as-needed locations will be provided to the contractor yearly. Pruning is generally to be completed in the months of August and September.
- 2.7.3** Contractor shall begin as-needed pruning work within ten calendar days after receipt of the list from the City. All work must be completed within thirty calendar days after receipt of the list from the City. The City will work with Contractor to determine the number of trees on each as-needed prune list.
- 2.7.4** Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks.
- 2.7.5** Remove lower fronds that are dead or more than half chlorotic. Do not remove fronds that are growing horizontally or pointed upward.
- 2.7.6** Saw blades used for pruning palms shall be new and clean blades for each palm pruning. A single saw blade shall not be used to prune more than a one palm.

2.8 Tree Pruning Specifications for As-needed Palm Park Trees

- 2.8.1** Same requirements as Section 7.7.
- 2.8.2** Location of palm trees are in various City parks. Access to work may be limited in width with protection required for turf and irrigation systems.

2.9 Tree Pruning Specifications for As-needed Park Trees

- 2.9.1** Work orders for as-needed pruning are based on service requests with specific objectives at various City parks.
- 2.9.2** Pruning – Approximately 1-30 as-needed locations will be provided to contractor yearly throughout the term of the agreement.
- 2.9.3** Contractor shall begin as-needed pruning work within ten calendar days after receipt of the list from the City. All work must be completed within thirty calendar days after receipt of the list from the City. The City will work with Contractor to determine the number of trees on each as-needed prune list.
- 2.9.4** Access to work may be limited in width with protection required for turf and irrigation systems.
- 2.9.5** Work generally will occur through the months of July through September.

2.10 Tree Removal and Stump Grinding Specifications for As-needed Street Trees

- 2.10.1** Tree Removals
- 2.10.2** Approximately 1-10 as-needed locations will be provided to contractor yearly throughout the term of the agreement.
- 2.10.3** Contractor shall begin as-needed removal and stump grinding work within ten calendar days after receipt of the list from the City. All work must be completed within thirty calendar days after receipt of the list from the City. The City will work with Contractor to determine the number of trees on each as-needed tree removal and grinding list.
- 2.10.4** Emergency tree removal shall follow all guidelines outlined in this section as required by each situation.
- 2.10.5** Trees shall be felled in a manner consistent with industry practices with the primary emphasis on the safety of the public and the protection of adjacent property. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. Tree removal shall include felling the tree, removing all tree debris from the location, and cleaning-up the area along with stump grinding.
- 2.10.6** Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall be prepared to display current certification prior to operating a crane in the City. The use of cranes and certified crane operators shall not result in additional charges to the City.
- 2.10.7** While loading and handling debris, the Contractor shall always maintain control so as not to result in damage to the public rights of way or private property. In addition, the Contractor shall not drop logs or trunks to create undue noise or impact shock disturbances or damages to public and/or private property.
- 2.10.8** Removal of entire tree, stump remaining shall be no higher than four (4) inches above soil grade.
- 2.10.9** Contractor shall make all arrangements necessary to have power or utility lines temporarily disconnected, if necessary, for the safe removal of the tree.
- 2.10.10** If tree removal requires special or additional means, there shall be no additional units or overall cost to the City without the authorization of the City Project Manager.
- 2.10.11** Stump Grinding
- 2.10.12** Stump grinding shall take place no more than ten calendar days after a tree removal.

The stump shall be removed to a depth to accommodate a 24- inch box replant.

- 2.10.13** All lateral surface roots shall be removed to a depth of 8 inches (8") below grade. When sidewalk is present, remove all surface roots between the curb and sidewalk. When no sidewalk is present, remove surface roots.
- 2.10.14** Stumps holes shall be filled with resulting mulch and raked level with the adjacent ground. For larger tree removals, the Contractor shall grind an additional twelve (12) inches around the circumference of the removed trunk, or import soil as needed to till into backfill in order to attain even grade with the adjacent ground.
- 2.10.15** Backfill material shall be compacted to provide for minimal settling. It shall consist of an equal mixture of soil and stumped material which shall be three (3) inches above grade to provide for any soil settlement.
- 2.10.16** All wood, debris and excess mulch shall be removed, and the surrounding area shall be raked and /or swept clean.
- 2.10.17** If stump grinding does not follow within the same workday as removal, a safety barricade shall be placed and maintained over the stump until the stump grinding is complete.
- 2.10.18** The Contractor shall be responsible for contacting Underground Service Alert for the locating of underground utilities prior to stump removal operations. The Contractor is also responsible for identifying the location of all public and private property landscape irrigation prior to the removal of a tree and its roots. The Contractor shall be responsible for the repair of any private property irrigation system components that are damaged during a tree removal or stump grinding. Repairs should be made using components matching those that were damaged.
- 2.10.19** If stump removal location is to be replanted, Contractor shall haul excess stump chips to replant depth and backfill with soil.
- 2.10.20** Any emergency tree removal performed on overtime or after hours shall have the stump grind performed on regular business hours, unless approved by the City Project Manager prior to work performed. Stump grinds performed on regular business hours shall not be billed as emergency work. The use of barricades, cones, signs, or other safety device may be required.

2.11 Tree Removal with Stump Grinding for As-needed Street Palm Trees

- 2.11.1** Palm tree removals - Approximately 1-5 as-needed locations will be provided to contractor yearly throughout the term of the agreement.

2.11.2 Same requirements as Section 7.10.

2.12 Tree Removal and Stump Grinding Specifications for As-needed Park Trees

- 2.12.1** Park tree removals - Approximately 1-10 as-needed locations will be provided to contractor yearly throughout the term of the agreement.
- 2.12.2** Same requirements as Section 7.10 except access to work may be limited in width with protection required for turf and irrigation systems.
- 2.12.3** Work will generally occur between July and September.

2.13 Tree Removal and Stump Grinding Specifications for As-needed Park Palm Trees

- 2.13.1** Park palm tree removals - Approximately 1-5 as-needed locations will be provided to contractor yearly throughout the term of the agreement.

2.13.2 Same requirements as Section 7.10 except access to work may be limited in width with protection required for turf and irrigation systems.

2.13.3 Work will generally occur between July and September.

2.14 Tree Planting Specifications for As-needed Street and Park Trees

2.14.1 Street tree plantings - Approximately 25 as-needed locations will be provided to contractor yearly throughout the term of the agreement.

2.14.2 Park tree plantings - Approximately 25 as-needed locations will be provided to contractor yearly throughout the term of the agreement.

2.14.3 All tree planting shall be conducted in a professional manner consistent with the accepted standards for the arboriculture profession.

2.14.4 Contractor shall begin tree planting work within ten calendar days after receipt of the list from the City. All work must be completed within thirty calendar days after receipt of the list from the City. Planting is to primarily occur only in the spring months of April through July.

2.14.5 The City will work with Contractor to determine the location and number of trees on each as-needed planting list.

2.14.6 Contractor is not responsible for the purchase of trees to be planted and shall pick up trees at the direction of the City Project Manager.

2.14.7 Contractor shall be responsible to transport trees from location identified by the City Project Manager to each individual planting site taking care to properly protect all trees from damage.

2.14.8 Contractor shall install new or replacement trees at various City sites. Planting price shall include cost to install per City Detail No. 448 (Street Tree Planting Trees Wells and Medians) and be inclusive of delivery, equipment and labor necessary to plant each tree. However, the planting price shall not include the cost of the tree.

2.15 Emergency Street and Park Tree Services

2.15.1 When requested by the City Project Manager, Contractor shall provide emergency / on call response for damaged or downed trees as a result of storms or other reasons. Contractor shall provide the City with a three-person crew and 95-ft bucket and/or a three-person crew and 65' bucket with one Supervisor for emergency service. The Contractor's Supervisor shall be responsible for coordinating call-out personnel with the City Project Manager. Emergency calls may occur at any given time. Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two hours of the initial telephone call and receive a minimum four-hour emergency call-out for a "65' basic crew" and/or a "95' basic crew". Contractor shall provide a twenty-four-hour emergency phone number of the names of at least five contact individuals upon award of contract. Should the contact persons or their phone numbers change during the contract, Contractor shall submit those changes to the City within two working days.

2.15.2 Contractor shall provide all necessary traffic control during emergency work. Should the work involve high voltage power lines or any utility lines, Contractor shall notify the City Project Manager immediately. When crews are dispatched for storm work, equipment for proper response, in addition to required tooling, including but not limited to handheld spotlight, flares, and rigs must be operational and fully fueled. Contractor shall have a plan available to mobilize said resources at the City's request in the event of a storm. Contractor crews assigned to the City shall not be reassigned to storm duty outside the City during an emergency event, without the City's specific approval.

- 2.15.3** Contractor may not commence tree removal service on any City tree without authorization from the City Project Manager.
- 2.15.4** Follow up work after the emergency event work has been addressed shall be performed during normal business hours and billed at the contract rate for those services. Emergency rate fee schedule will not be used.

2.16 Supplemental Street and Park Tree Services

- 2.16.1** If the City should require additional tree services/work, compensation for these services will be determine in Section B – Annual Compensation for Emergency Street and Park Tree Services. Additional tree services/work may include but not limited to:

SERVICE	STAFF NEEDED	EQUIPMENT NEEDED
Three-person crew and aerial lift truck	3	65' aerial lift truck & min. 15 CY chip truck
Three-person crew and aerial lift truck	3	95' aerial lift truck & min. 15 CY chip truck
Evaluations by certified arborist with recommendations	1	Passenger vehicle
Loader & Roll-off Truck	2	Loader (3 CY bucket w/ grapple attachment) and 8 CY dump truck
Manual Watering	1	Water truck (minimum 35gpm; 200 gallon tank)
California State Licensed Pest Control Advisor	1	Passenger vehicle
California State Licensed Pest Control Applicator	1	Passenger vehicle

- 2.16.2** If the City should require additional tree services/work beyond the requirements of these specifications, Contractor shall provide a quote on a time and materials or lump sum basis.
- 2.16.3** Contractor shall ensure all work performed under this section is quoted and approved by the City prior to start of work.
- 2.16.4** Upon prior approval by the City, Contractor may rent specialty equipment for specific projects authorized under the contract. Payment shall be in accordance with the actual invoice for the rental plus markup not to exceed 10%.

2.17 Option to Extend

- 2.17.1** After the Initial Term, the City reserves the right, at its own sole discretion, to extend the term of this Agreement for up to two additional one-year terms ("Option Periods").

2.18 Renewal Period Compensation

- 2.18.1** In the event the City elects to exercise options after the Initial Term, price adjustments may be considered by the City. At least ninety days prior to the expiration of the term, Contractor shall provide City with its proposed price adjustments and information justifying reasons for any increase. Increases may not exceed the percentage increase of the prevailing wage or Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve month period ending in May each year as published by the Bureau of Labor Statistics, U.S. Department of Labor in any year, whichever is greater, and are subject to the City's approval.

2.19 Invoicing

- 2.19.1** Contractor shall invoice the City at the end of each calendar month, using a Microsoft Excel format provided by the City, or approved format.
- 2.19.2** All invoices shall reference the contract number and detail the dates and hours worked by each crew and work completed during that month.
- 2.19.3** Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address, the species, DBH and work performed on each individual tree. Other reporting may be requested as needed.
- 2.19.4** Failure to submit invoices in this format may result in non-payment until the requirements are met.
- 2.19.5** All completed work must be properly entered into the asset management system by the contractor for each type of tree work completed.
- 2.19.6** The City will promptly review all invoices submitted by Contractor. Any invoice that the City determines is not proper will be returned to the Contractor with a written explanation. Any invoice that is properly submitted and undisputed by the City will be processed for payment and will be paid in full within thirty days; retention will not be withheld.

EXHIBIT “B”
SCHEDULE OF SERVICES

[RESERVED]

EXHIBIT “C”

COMPENSATION

The total compensation shall not exceed **One Million Four Hundred Forty Thousand Dollars and Zero Cents (\$1,440,000.00)**, and the total annual compensation for any year shall not exceed **Four Hundred Eighty Thousand Dollars and Zero Cents (\$480,000.00)**, without written approval of City Manager.

[VENDOR RATE SCHEDULE ON FOLLOWING PAGE]

PART 2 – PROPOSAL OFFER FORM

SECTION A – ANNUAL COMPENSATION (YEARS 1-3)

1.1. Species Specific Street Tree Pruning

Table 1 A-C

ASH					
Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
13" to 24" DBH	Per tree	\$ 649.00	\$ 649.00	\$ 649.00	\$ 1,947.00
25" to 36" DBH	Per tree	\$ 999.00	\$ 999.00	\$ 999.00	\$ 2,997.00
TOTAL (A)		\$ 1,648.00	\$ 1,648.00	\$ 1,648.00	\$ 4,944.00

CHINESE PISTACHIO					
Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
7" to 12" DBH	Per tree	\$ 299.00	\$ 299.00	\$ 299.00	\$ 897.00
13" to 24" DBH	Per tree	\$ 599.00	\$ 599.00	\$ 599.00	\$ 1,797.00
TOTAL (B)		\$ 898.00	\$ 898.00	\$ 898.00	\$ 2,694.00

LIQUIDAMBAR					
Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
13" to 24" DBH	Per tree	\$ 449.00	\$ 449.00	\$ 449.00	\$ 1,347.00
25" to 36" DBH	Per tree	\$ 649.00	\$ 649.00	\$ 649.00	\$ 1,947.00
TOTAL (C)		\$ 1,098.00	\$ 1,098.00	\$ 1,098.00	\$ 3,294.00

1.2. Species Specific Park Tree Pruning

Table 2 D

EUCALYPTUS					
Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
13" to 24" DBH	Per tree	\$ 999.00	\$ 999.00	\$ 999.00	\$ 2,997.00
25" to 36" DBH	Per tree	\$ 999.00	\$ 999.00	\$ 999.00	\$ 2,997.00
37" to 48" DBH	Per tree	\$ 999.00	\$ 999.00	\$ 999.00	\$ 2,997.00
49" to 60" DBH	Pre tree	\$ 999.00	\$ 999.00	\$ 999.00	\$ 2,997.00

61" to 72" DBH	Pre tree	\$ 999.00	\$ 999.00	\$ 999.00	\$ 2,997.00
72"+ DBH	Pre tree	\$ 999.00	\$ 999.00	\$ 999.00	\$ 2,997.00
TOTAL (D)		\$ 5,994.00	\$ 5,994.00	\$ 5,994.00	\$ 17,982.00

1.3. Zone Street Tree Pruning

Table 3 E

Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
3" to 6" DBH	Per tree	\$ 139.00	\$ 139.00	\$ 139.00	\$ 417.00
7" to 12" DBH	Per tree	\$ 139.00	\$ 139.00	\$ 139.00	\$ 417.00
13" to 24" DBH	Per tree	\$ 139.00	\$ 139.00	\$ 139.00	\$ 417.00
25" to 30" DBH	Per tree	\$ 199.00	\$ 199.00	\$ 199.00	\$ 597.00
31" to 48" DBH	Per tree	\$ 199.00	\$ 199.00	\$ 199.00	\$ 597.00
49" + DBH	Per tree	\$ 199.00	\$ 199.00	\$ 199.00	\$ 597.00
TOTAL (E)		\$ 1,014.00	\$ 1,014.00	\$ 1,014.00	\$ 3,042.00

1.4. As-needed Street Tree Pruning

Table 4 F

Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
3" to 6" DBH	Per tree	\$ 139.00	\$ 139.00	\$ 139.00	\$ 417.00
7" to 12" DBH	Per tree	\$ 249.00	\$ 249.00	\$ 249.00	\$ 747.00
13" to 24" DBH	Per tree	\$ 349.00	\$ 349.00	\$ 349.00	\$ 1,047.00
25" to 30" DBH	Per tree	\$ 649.00	\$ 649.00	\$ 649.00	\$ 1,947.00
31" to 48" DBH	Per tree	\$ 649.00	\$ 649.00	\$ 649.00	\$ 1,947.00
49" + DBH	Per tree	\$ 999.00	\$ 999.00	\$ 999.00	\$ 2,997.00
TOTAL (F)		\$ 3,034.00	\$ 3,034.00	\$ 3,034.00	\$ 9,102.00

1.5. As-needed Street Palm Tree Pruning

Table 5 - G

Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
Canary Island Palm	Per tree	\$ 349.00	\$ 349.00	\$ 349.00	\$ 1,047.00
Mexican Fan Palm	Per tree	\$ 269.00	\$ 269.00	\$ 269.00	\$ 807.00
Majesty Palm	Per tree	\$ 59.00	\$ 59.00	\$ 59.00	\$ 117.00
Windmill Palm	Per tree	\$ 59.00	\$ 59.00	\$ 59.00	\$ 117.00

Date Palm	Per tree	\$ 349.00	\$ 349.00	\$ 349.00	\$ 1,047.00
Queen Palm	Per tree	\$ 99.00	\$ 99.00	\$ 99.00	\$ 297.00
Myola Palm	Per Tree	\$ 59.00	\$ 59.00	\$ 59.00	\$ 117.00
California Fan Palm	Per Tree	\$ 269.00	\$ 269.00	\$ 269.00	\$ 807.00
Australian Cabbage Palm	Per Tree	\$ 59.00	\$ 59.00	\$ 59.00	\$ 117.00
Guadalupe Palm	Per Tree	\$ 179.00	\$ 179.00	\$ 179.00	\$ 537.00
TOTAL (G)		\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 5,250.00

1.6. As-needed Park Palm Tree Pruning

Table 6 - H

Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
California Fan Palm	Per tree	\$ 269.00	\$ 269.00	\$ 269.00	\$ 807.00
Canary Island Date Palm	Per tree	\$ 349.00	\$ 349.00	\$ 349.00	\$ 1,047.00
Mexican Fan Palm	Per tree	\$ 269.00	\$ 269.00	\$ 269.00	\$ 807.00
TOTAL (H)		\$ 887.00	\$ 887.00	\$ 887.00	\$ 2,661.00

1.7. As-needed Park Tree Pruning All Species

Table 7 - I

Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
3" to 6" DBH	Per tree	\$ 139.00	\$ 139.00	\$ 139.00	\$ 417.00
7" to 12" DBH	Per tree	\$ 249.00	\$ 249.00	\$ 249.00	\$ 747.00
13" to 24" DBH	Per tree	\$ 349.00	\$ 349.00	\$ 349.00	\$ 1,047.00
25" to 36" DBH	Per tree	\$ 649.00	\$ 649.00	\$ 649.00	\$ 1,947.00
37" to 48" DBH	Per tree	\$ 649.00	\$ 649.00	\$ 649.00	\$ 1,947.00
49" + DBH	Per tree	\$ 999.00	\$ 999.00	\$ 999.00	\$ 2,997.00
TOTAL (I)		\$ 3,034.00	\$ 3,034.00	\$ 3,034.00	\$ 9,102.00

1.8. As-needed Street Tree Removal with Stump Grinding

Table 8 - J

Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
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3" to 6" DBH	Per tree	\$ 369.00	\$ 369.00	\$ 369.00	\$ 1,107.00
7" to 12" DBH	Per tree	\$ 749.00	\$ 749.00	\$ 749.00	\$ 2,247.00
13" to 24" DBH	Per tree	\$ 1,749.00	\$ 1,749.00	\$ 1,749.00	\$ 5,247.00
25" to 36" DBH	Per tree	\$ 2,399.00	\$ 2,399.00	\$ 2,399.00	\$ 7,197.00
37" to 48" DBH	Per tree	\$ 3,699.00	\$ 3,699.00	\$ 3,699.00	\$ 11,097.00
49" + DBH	Per tree	\$ 3,699.00	\$ 3,699.00	\$ 3,699.00	\$ 11,097.00
TOTAL (J)		\$ 12,664.00	\$ 12,664.00	\$ 12,664.00	\$ 37,992.00

1.9. As-needed Palm Tree Removal with Stump Grinding

Table 9 - K

Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
Canary Island Palm	Per tree	\$ 2,499.00	\$ 2,499.00	\$ 2,499.00	\$ 7,497.00
Mexican Fan Palm	Per tree	\$ 1,999.00	\$ 1,999.00	\$ 1,999.00	\$ 5,997.00
Majesty Palm	Per tree	\$ 100.00	\$ 100.00	\$ 100.00	\$ 300.00
Windmill Palm	Per tree	\$ 100.00	\$ 100.00	\$ 100.00	\$ 300.00
Date Palm	Per tree	\$ 2,499.00	\$ 2,499.00	\$ 2,499.00	\$ 7,497.00
Queen Palm	Per tree	\$ 749.00	\$ 749.00	\$ 749.00	\$ 2,247.00
Myola Palm	Per Tree	\$ 100.00	\$ 100.00	\$ 100.00	\$ 300.00
Guadalupe Palm	Per Tree	\$ 100.00	\$ 100.00	\$ 100.00	\$ 300.00
Australian Cabbage Palm	Per Tree	\$ 100.00	\$ 100.00	\$ 100.00	\$ 300.00
California Fan Palm	Per Tree	\$ 2,499.00	\$ 2,499.00	\$ 2,499.00	\$ 7,497.00
TOTAL (K)		\$ 10,745.00	\$ 10,745.00	\$ 10,745.00	\$ 32,235.00

1.10. As-needed Park Tree Removal with Stump Grinding

Table 10 - L

Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
3" to 6" DBH	Per tree	\$ 369.00	\$ 369.00	\$ 369.00	\$ 1,107.00
7" to 12" DBH	Per tree	\$ 749.00	\$ 749.00	\$ 749.00	\$ 2,247.00
13" to 24" DBH	Per tree	\$ 1,749.00	\$ 1,749.00	\$ 1,749.00	\$ 5,247.00
25" to 36" DBH	Per tree	\$ 2,399.00	\$ 2,399.00	\$ 2,399.00	\$ 7,197.00
37" to 48" DBH	Per tree	\$ 3,699.00	\$ 3,699.00	\$ 3,699.00	\$ 11,097.00

49" + DBH	Per tree	\$ 3,699.00	\$3,699.00	\$ 3,699.00	\$ 11,097.00
TOTAL (L)		\$ 12,664.00	\$12,664.00	\$ 12,664.00	\$ 37,992.00

1.11. As-needed Park Palm Tree Removal with Stump Grinding

Table 11 - M

Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
California Fan Palm	Per tree	\$ 2,499.00	\$ 2,499.00	\$2,499.00	\$ 7,497.00
Canary Island Date Palm	Per tree	\$ 2,499.00	\$ 2,499.00	\$2,499.00	\$ 7,497.00
Mexican Fan Palm	Per tree	\$ 1,999.00	\$ 1,999.00	\$ 1,999.00	\$ 5,997.00
TOTAL (M)		\$ 6,997.00	\$ 6,997.00	\$ 6,997.00	\$ 20,991.00

1.12. As-needed Street and Park Tree Planting

Table 12 - N

Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
Tree Planting - 15-gallon tree	Per tree	\$ 349.00	\$ 349.00	\$ 349.00	\$ 1,047.00
Tree Planting - 24-gallon tree	Per tree	\$ 599.00	\$ 599.00	\$ 599.00	\$ 1,797.00
TOTAL (N)		\$ 948.00	\$ 948.00	\$ 948.00	\$ 2,844.00

TOTAL FOR ALL SECTION A MAINTENANCE TASKS

Quantities listed herein are three-year estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Use the per task three-year total from the previous Section A pages to fill out the bid form

TOTAL 3-YEAR COMPENSATION FOR SECTION A BID FORM

WORK PERFORMED	TABLE NUMBER & LETTER	TABLE 1-12 3-YEAR TOTALS
Species Specific Street Tree Pruning - ASH	Table 1 A	\$ 4,944.00
Species Specific Street Tree Pruning – CHINESE PISTACHIO	Table 1 B	\$ 2,694.00
Species Specific Street Tree Pruning – LIQUID AMBER	Table 1 C	\$ 3,294.00
Species Specific Park Tree Pruning EUCALYPTUS	Table 2 D	\$ 17,982.00
Zone Street Tree Pruning	Table 3 E	\$ 3,042.00
As-needed Street Tree Pruning	Table 4 F	\$ 9,102.00
As-needed Street Palm Tree Pruning	Table 5 G	\$ 5,250.00
As-needed Park Palm Tree Pruning	Table 6 H	\$ 2,661.00
As-needed Park Tree Pruning All Species	Table 7 I	\$ 9,102.00
As-needed Street Tree Removal with Stump Grinding	Table 8 J	\$ 37,992.00
As-needed Palm Tree Removal with Stump Grinding	Table 9 K	\$ 32,235.00
As-needed Park Tree Removal with Stump Grinding	Table 10 L	\$ 37,992.00
As-needed Park Palm Tree Removal with Stump Grinding	Table 11 M	\$ 20,991.00
As-needed Street and Park Tree Planting	Table 12 N	\$ 2,844.00
SECTION A 3-YEAR TOTAL		\$ 190,125.00

SECTION B – ANNUAL COMPENSATION

2. Emergency Street and Park Tree Services

Table 13 - O

Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
Three-person crew and 65-ft aerial lift w/ chip truck <i>Contractor must provide, when requested by the City Project Manager or police dispatcher, a minimum four-hour emergency call-out "65' basic crew". Contractor shall be available to respond within two hours for the period of the Agreement emergency work.</i>	Hour	\$ 390.00	\$ 390.00	\$ 390.00	\$ 1,170.00
Three-person crew and 95-Ft Bucket w/ chip truck <i>Contractor must provide, when requested by the City Project Manager or police dispatcher, a minimum four-hour emergency call-out "95' basic crew". Contractor shall be available to respond within two hour for the period of the Agreement emergency work.</i>	Hour	\$ 390.00	\$ 390.00	\$ 390.00	\$ 1,170.00
Supervisor	Hour	\$ 130.00	\$ 130.00	\$ 130.00	\$ 390.00
TOTAL (O)		\$ 910.00	\$ 910.00	\$ 910.00	\$ 2,730.00

2.1. Supplemental Services

Table 14 - P

Description	Unit	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	3-Year Total SUM (A-C)
Three-person crew and 65' aerial lift truck w/ chip truck	Hour	\$ 360.00	\$ 360.00	\$ 360.00	\$ 1,080.00
Three-person crew and 95' aerial lift truck w/ chip truck	Hour	\$ 450.00	\$ 450.00	\$ 450.00	\$ 1,350.00
Evaluations by certified arborist with recommendations	Each	\$ 600.00	\$ 600.00	\$ 600.00	\$ 1,800.00
Loader & Roll-off Truck	Hour	\$ 150.00	\$ 150.00	\$ 150.00	\$ 450.00
Manual Watering	Hour	\$ 120.00	\$ 120.00	\$ 120.00	\$ 360.00
California State Licensed Pest Control Advisor	Hour	\$ 150.00	\$ 150.00	\$ 150.00	\$ 450.00
California State Licensed Pest Control Applicator	Hour	\$ 120.00	\$ 120.00	\$ 120.00	\$ 360.00
TOTAL (P)		\$ 1,950.00	\$ 1,950.00	\$ 1,950.00	\$ 5,850.00

* Contractor-purchased materials and third-party services not identified and as approved by the City will be on the Contractor's actual cost plus a mark-up of 10%. All rates are inclusive, unless specified to the contrary, of all costs including all salaries, labor, overhead costs, general and administrative costs, travel, and profit. Overhead costs shall include all tools, equipment, and related items that may be required to perform the work.

TOTAL FOR ALL SECTION B MAINTENANCE TASKS

Use the per task three-year total from the previous Section B pages to fill out the bid form

TOTAL 3-YEAR COMPENSATION FOR SECTION B BID FORM

WORK PERFORMED	TABLE NUMBER & LETTER	TABLE 12-13 3-YEAR TOTALS
Emergency Street and Park Tree Services	Table 13 O	\$ 2,730.00
Supplemental Services	Table 14 P	\$ 5,850.00
SECTION B 3-YEAR TOTAL		\$ 8,580.00

TOTAL FOR ALL SECTION A + SECTION B MAINTENANCE TASKS

SECTION LETTER	TOTAL NUMBER & LETTER	TABLE 1-14 TOTALS
A	Tables 1 A – 12 N	\$ 190,125.00
B	Table 13 O – 14 P	\$ 8,580.00
3-YEAR TOTAL		\$ 198,705.00

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.

☒ 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:

☒ 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
X Performance Bond
X 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.

EXHIBIT “E”
FEDERAL REQUIREMENTS

[RESERVED]

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE PROJECT AGREEMENT AND SPECIFICATIONS, AUTHORIZING THE AGREEMENT TO THE MOST RESPONSIVE, RESPONSIBLE PROPOSER, WEST COAST ARBORIST, INC, IN THE NOT-TO-EXCEED ANNUAL AMOUNT OF \$480,000.00 AND A TOTAL NOT-TO-EXCEED THREE-YEAR AMOUNT OF \$1,440,000 FOR TREE MAINTENANCE SERVICES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH WEST COAST ARBORIST, INC., SUBJECT TO THE APPROPRIATION OF FUNDS

WHEREAS, the Tree Maintenance Services Project (collectively referred to herein as the “Project”), which will include work in the first three years to the pruning of specific species and sizes of trees that have been the most prone to claim while also providing staff the flexibility to direct tree work anywhere in the City. Work is estimated to include:

- Ash Trees - In the first year, it is the goal to have approximately 100 trees with 25”-36” diameter at breast height (DBH) pruned and in years one and two to also have approximately 300 trees with 13”-24” DBH pruned; and
- Chinese Pistachio - In the first year, it is the goal to have approximately 275 trees with 13” – 24” DBH pruned and in years two and three to have approximately 250 trees with 7” – 12” DBH pruned; and
- Liquidambar - In the first year, it is the goal to have approximately 25 trees with 25” – 36” DBH pruned and in years two and three to have approximately 250 trees with 13” – 24” DBH pruned; and
- Eucalyptus – In the first year, it is the goal to have approximately 40 trees with 13” – 24” DBH, 40 trees with 25” – 36” DBH, 20 trees with 37” – 48” DBH, 5 trees with 49” – 60” DBH, 4 trees with 61” – 72” DBH, and 2 trees with 72”+ DBH pruned; and
- Grid pruning of 700-1000 trees annually for the first three years of the agreement; and
- Timely respond to service request pruning; and

WHEREAS, the City Council as part of the adoption of the FY 2024-25 Budget approved the allocation of \$480,000 for the maintenance of City trees and protected street trees; and

WHEREAS, the Purchasing Division of the Finance Department posted a Request for Proposals (RFP 25-003) for the City-owned Tree Maintenance Services Project on July 23, 2024; and

WHEREAS, on August 22, 2024, three responsive, responsible proposals were received; and

WHEREAS, an Evaluation Committee reviewed all received proposals and evaluated on the weighted criteria of cover letter, qualifications of business and key personnel, maintenance of asset management system, approach to providing requested services and meet standards, references, financial responsibility, and proposed compensation; and

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

WHEREAS, staff recommends the City Council approve the Project agreement and specifications; and

WHEREAS, staff recommends the City Council authorize an agreement with West Coast Arborist, Inc., the most responsive proposer for the Project, and authorize the City Manager to execute an agreement in the annual not-to-exceed amount of \$480,000 and a total three-year not-to-exceed amount of \$1,440,000 for Tree Maintenance Services; and

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. This action does not constitute a “project” within the meaning of Public Resources Code Section 21065 and/or the California Environmental Quality Act (CEQA) Guidelines Section 15060(c)(2), 15262, and/or 15378 as it has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and, moreover, is an administrative action related to the purchase of supplies within the meaning of CEQA Guidelines Section 15378(b)(2). Even if this activity is a project for CEQA analysis, it falls within the “Common Sense” CEQA exemption set forth in CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. No unusual circumstances exist and none of the exceptions under CEQA Guidelines Section 15300.2 apply.
3. The City Council hereby approves the Projects agreement and specifications.
4. The City Council approves the award of this contract to West Coast Arborist, Inc. and finds all prerequisites in the City’s competitive procurement process fulfilled.
5. The City Council hereby authorizes the agreement to and authorizes the City Manager to execute the agreement and related documents with the most responsive proposer, West Coast Arborist, Inc., in the annual not-to-exceed amount of \$480,000 and a total three-year not-to-exceed amount of \$1,440,000 for the Tree Maintenance Services Project.
6. The City Manager is hereby authorized to execute the agreement with West Coast Arborist, Inc. for the Project.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize the City Manager to Execute the Fee Reimbursement Agreement for Sanitary Sewer Sectional Liner Improvements at the 1355 California Circle Project by Pulte Home Company, LLC (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; Michael Silveira, City Engineer, 408-586-3303)
Category:	Consent Calendar-Community Development
Meeting Date:	10/1/2024
Recommendation	(1) Authorize the City Manager to Execute the Fee Reimbursement Agreement for Sanitary Sewer Sectional Liner Improvements at the 1355 California Circle Project by Pulte Home Company, LLC; and (2) Approve a budget appropriation in the amount of \$551,995.20 to the non-departmental operating budget in the Sewer Infrastructure Fund.

BACKGROUND:

On November 7, 2023, the City Council approved a Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map No. MT22-0001, and Environmental Assessment No. EA22-0002 that allowed the a 6.7 acre site located on 1355 California Circle to be developed into thirteen multi-family residential buildings comprising of a 131-unit townhome-style condominium and a six-story apartment building consisting of 75 affordable residential units ("Development"). This Project is known as California Circle, and the developer is Pulte Home Company, LLC (Developer). On June 18, 2024, the City Council approved the Final Map, Tract No. 10622 and Subdivision Improvement Agreement for the Development.

The adopted Sanitary Sewer Master Plan dated August 9, 2022, identifies the sanitary sewer main at California Circle to be in need of improvement as a near term project (within 5 years) in order to prevent further deterioration and to be financed by the City's Sewer Infrastructure Fund. The sanitary sewer main collects a majority of the wastewater in the northern area of the City before discharging to the San Jose Treatment Plant through the City's Main Lift Station. Due to the development's proximity and the need for eventual improvements, staff requested the developer to rehabilitate the sanitary sewer main on the City's behalf. Pursuant to the conditions of approval for the Project set forth in City Council Resolution No. 9283 on November 7, 2023, (Attachment 2), the developer is to install a sectional liner of 525-feet within the existing sanitary sewer main at California Circle along the project frontage per a fair share payment structure to be determined prior to issuance of the building permit.

A Fee Reimbursement Agreement (Attachment 1) is being proposed to reimburse the developer for the work against the City's Sewer Infrastructure Fund. The Fee Reimbursement Agreement has been reviewed by the City Attorney as to form.

ANALYSIS:

Staff recommends the City Council grant authorization to the City Manager to execute the Fee Reimbursement Agreement for the installation of a sectional liner of 525-feet within the existing sanitary sewer main at California Circle and to reimburse the developer 80 percent of the actual design and construction cost for a not-to-exceed the amount of \$551,995.20. The estimated project valuation amount is \$689,994.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve granting authorization to the City Manager to approve the Fee Reimbursement Agreement Amendment.

Pros: None

Cons: If the Fee Reimbursement Agreement is not authorized, the City would have to find other means to reimburse the developer or the City would have to install the sanitary sewer sectional liner on its own in the future. The City has determined that there will be greater efficiency if the developer installs the sectional liner.

Reason for not recommending: Granting acceptance of installed public improvements would allow the City to own and maintain the improvements and would ensure the City is in compliance with the terms of the agreement with the developer.

FISCAL IMPACT:

The reimbursement for the sanitary sewer sectional liner will be funded by the City Sewer Infrastructure Fund through CP 6135 *Sanitary Sewer CCTV Inspections & Improvement*. The City shall pay the reimbursement required upon Developer completion and City acceptance of the improvements. The reimbursement amount shall not exceed \$551,995.20 which is based on an estimated value amount of \$689,994.

California Environmental Quality Act (CEQA):

Granting authorization to the City Manager to approve the Fee Reimbursement Agreement is not considered a project under CEQA as there will be no direct or reasonably foreseeable indirect physical change in the environment.

RECOMMENDATION:

- (1) Authorize the City Manager to Execute the Fee Reimbursement Agreement for Sanitary Sewer Sectional Liner Improvements at the 1355 California Circle Project by Pulte Home Company, LLC.
- (2) Approve budget appropriation in the amount of \$551,995.20 to the non-departmental operating budget in the Sewer Infrastructure Fund.

Attachment(s):

- (a) Fee Reimbursement Agreement
- (b) Resolution No. 9283
- (c) Budget Change Form

**CITY OF MILPITAS
FEE REIMBURSEMENT AGREEMENT
FOR
PUBLIC IMPROVEMENTS**

This Fee Reimbursement Agreement for Public Improvements (the “Agreement”), dated as of _____, 2024, is by and between the City of Milpitas, a municipal corporation of the State of California (“City”), and Pulte Home Company, LLC, a Michigan limited liability company (“Developer”).

WITNESSETH:

WHEREAS, Developer is the permittee of that certain real property (APN No. 022-38-007) located at 1355 California Circle in Milpitas, California; and

WHEREAS, on November 7, 2023, the City Council conditionally approved Zoning Map Amendment No. ZA22-0001, Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map No. MT22-0001, Density Bonus Permit No. DB23-0003, Tree Removal Permit No. TR23-0021 and Environmental Assessment No. EA22-0002 for a 206-unit multi-family development project consisting of 131 townhome units in 13 buildings and one 75 unit affordable residential apartment building located at 1355 California Circle in Milpitas, California (the “Project”); and

WHEREAS, on June 18, 2024 when the City Council conditionally approved the Project, the City Council also approved the certain Subdivisions Improvement Agreement between the City and Developer (the “Improvement Agreement”). The Improvement Agreement sets forth Developer’s obligations to provide security for and construct specified public Improvements and Designs defined below; and

WHEREAS, the City Council adopted the Sanitary Sewer Master Plan on August 9, 2022 and the Sewer Rates outlining the public sanitary sewer facilities and improvements that are to be constructed with the City’s Sewer Infrastructure Fund (the “Financing Plan”); and

WHEREAS, pursuant to the conditions of approval for the Project set forth in City Council Resolution No. 9283 on November 7, 2023, Developer shall construct certain public facilities and improvements in California Circle such as the installation of sectional liners 525-foot segment on the existing City sanitary sewer main along the project frontage. A complete list of reimbursable items is shown in Exhibit A, (the foregoing being the “Improvements” and the construction documents describing the Improvements being the “Designs”). The Improvements and Designs are included in the Financing Plan and would otherwise be financed by the Sewer Infrastructure Fund, and which Improvements and Designs will serve more than the Project; and

WHEREAS, City and Developer desire to enter into this Agreement to provide for allowable reimbursement against the Sewer Infrastructure Fund paid by Developer for the Improvements and Designs.

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Developer hereby agree as follows:

SECTION 1. Allowable Fee Reimbursements

Subject to the terms, conditions, and obligations of this Agreement, the City shall provide reimbursement to the Developer, from a portion of the Sewer Infrastructure Fund, in an amount based on 80 percent of the verifiable actual costs of the Improvements and Designs pursuant to the procedure in Section 9 of this Agreement, which shall equal the actual amount paid by Developer to complete the Improvements and Designs.

SECTION 2. Reimbursement Issuance Timing

- 2.1** Developer shall pay the City the full applicable developer fees, at the time of building permit issuance, for each residential unit subject to any annual adjustment as provided for in Section 9 of City Resolution No. 9283.
- 2.2** City shall pay to Developer the reimbursement required hereunder upon Developer's completion and City's acceptance of the Improvements and Designs as stipulated hereinafter, including Developer's provision of all supporting documentation for all costs in accordance with the timing specified in Section 9 below.

SECTION 3. Completion of the Improvements

- 3.1** Developer shall complete construction of the Improvements in accordance with the plans and specifications approved by City and in accordance with City standard construction specifications and this Agreement, and the related Improvement Agreement. All Improvements shall be completed (determined by filing of a notice of completion) prior to issuance of first certificate of occupancy for the Project.
- 3.2** In the event the Improvements are not fully constructed and accepted by City as set forth herein, Developer shall be in breach of this Agreement, and in violation of the Project conditions of approval. In addition to all other legal remedies available at law or equity, City may seek reimbursement from Developer for all reimbursements provided under this Agreement including interest at the legal rate. Additionally, City may withhold any and all certificates of occupancy, building permits or any other City approval or permit relating to the Project.

SECTION 4. Inspection of Improvements

- 4.1** City shall at all times have access to the construction site during construction of the Improvements. Developer shall furnish City with all reasonable information necessary for ascertaining full knowledge of the Improvements with respect to the progress, workmanship and character of materials and equipment used and employed in the work contemplated herein.
- 4.2** Neither observation of the work by City nor failure of City to inspect the Improvements or to discover defects in material or workmanship shall relieve Developer from its obligations to complete construction in accordance with the plans and specifications approved by City and to ensure that the Improvements are free of defects in materials and workmanship.

SECTION 5. Acceptance of the Improvements

- 5.1** At such time as the Developer believes that the Improvements are complete, the Developer shall provide written notice of completion to the City, requesting an inspection. Within ten (10) business days, or as mutually agreed in writing following the date of receipt of the Developers' written notice of completion of Improvements, the City shall conduct a final inspection of the applicable Improvements. If during the final inspection, the City determines the Improvements have not been completed in accordance with all applicable codes, regulations, permits and approved plans, the City shall prepare a punch list of all items to be completed by the Developer and shall provide such punch list to the Developer within ten (10) business days or as mutually agreed in writing following the final inspection.
- 5.2** If the City delivers such punch list to the Developer within said ten (10) business day period, or such other mutually agreed in writing upon period, then the Developer shall undertake to repair such punch list items in a diligent manner within twenty (20) calendar days. Upon completion of the punch list work, the Developer shall request another final inspection from the City and within ten (10) business days following such written notice from the Developer, the City shall conduct another final inspection.
- 5.3** If the City determines that the punch list work is complete and no other deficiencies are identified, the Developer shall be deemed to have successfully completed the final inspection. If the City determines that the punch list work is not complete, then City and Developer shall repeat the inspection/punch list procedures specified in this Section until the successful completion of the punch list work and a final inspection. At such time as Developer has successfully completed the final inspection, City shall schedule the initial acceptance of the completed Improvements within thirty (30) calendar days thereafter before the City Council.

SECTION 6. Conveyance of the Improvements

Once the Improvements are accepted by the City Council and no liens have been filed with respect to such Improvements within ninety (90) days following the date of filing the Notice of Completion for such Improvement, or if valid liens were filed during such period, such liens have been bonded around or removed prior to acceptance, the Improvements shall become the property of the City. The Developer shall take any and all actions necessary to convey to the City and vest in the City full, complete and clear title to the Improvements through the City's initial and final acceptance procedures.

SECTION 7. Completion and Acceptance of the Designs

- 7.1** Developer shall perform and complete the Designs in accordance with the Project conditions. The Designs are considered deemed complete upon approval of the construction plans and specifications, including all required supporting documents by the City.
- 7.2** In the event the Designs are not fully completed and approved by City and/or other public agencies as set forth herein, Developer shall be in breach of this Agreement and in violation of the Project conditions of approval. In addition to all other legal remedies available at law or equity, City may seek reimbursement from Developer for all reimbursements provided under this Agreement including interest at the legal rate (if and to the extent any such reimbursements have been provided hereunder). Additionally, City may withhold any and all certificate of occupancy, building permit, or any other City approval or permit relating to the Project. City approved plans and specifications, including all supporting documents become City property upon completion of the Designs.

SECTION 8. Delivery of Design Plans and Specifications

Prior to acceptance of the Improvements by the City, the Developer shall deliver to the City copies of all plans, specifications, shop drawings, as-built plans, operating manuals, service manuals, warranties and other documents relating to the design, construction, installation and operation of the applicable Improvements. Plans shall be submitted in CAD format, GIS format and/or PDF format as acceptable to the City.

SECTION 9. Supporting Documents for the Actual Costs

Following Developer's completion and City's acceptance of the Improvements and the Designs provided in Sections 3 to 8 above, the Developer shall provide final invoices, records, change order documents, payment invoices, cancelled checks and other necessary documents, as requested by the City, to provide the City a final accounting of the total amount of actual costs for the Improvements and the Designs. The City shall thereafter have sixty (60) days in which to review and approve such items. If the City notifies the Developer within that 60-day period that it does not approve all such items and, if the Developer disputes the disapproval of such items by the City, the sixty (60) days may be extended as mutually agreed upon to provide an opportunity for the Parties to use diligent and good faith effort to resolve said dispute. Once said dispute has been resolved, the City shall, within thirty (30) days thereafter, reimburse the Developer in amount of eighty percent (80%) of the actual costs to complete the Improvements and Designs, as documented in the final accounting. The amount of the actual costs for the Improvements and the Designs shall not exceed the estimated value for the Improvements identified on Exhibit A in the amount not to exceed Six Hundred Eighty Nine Thousand Nine Hundred and Ninety Four Dollars (\$689,994) without the express prior written approval of the City, which will require an amendment of this Agreement approved by the City Council.

SECTION 10. Limited City Obligation

The reimbursement obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except for the Developer impact fees that would have otherwise been collected for the Improvements, the Designs and other capital facilities set forth in the Project plans for the Project. Neither the City of Milpitas general fund nor any other fund of the City, except the Sewer Infrastructure Fund, shall be liable for the reimbursement or payment of any obligations arising from this Agreement. The reimbursement or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. The Developer shall not compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement.

SECTION 11. Liens, Claims, and Encumbrances

Prior to acceptance of the Improvements by the City, the Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or monetary encumbrances on the Improvements and the Designs, together with unconditional final releases from all contractors and material suppliers, and with copies of invoices and corresponding checks issued by the Developer for all items for which fee reimbursements are requested under this Agreement for the Improvements and the Designs. The City shall have no obligation to accept the Improvements, or to issue any reimbursements for Improvements and the Designs until the Developer has cleared any and all liens, claims and monetary encumbrances from the Improvements and the Designs and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

assurance in writing, to the satisfaction of the City.

SECTION 12. No Third Party Beneficiary

By entering into this Agreement, City is not entering into any contract or agreement with any general contractor, subcontractor, or other party nor is any general contractor, subcontractor, or other party a third party beneficiary of this Agreement, and City shall have no obligation to pay any general contractor, subcontractor, or other party for any work that such general contractor, subcontractor, or other third party may do pursuant to the plans and specifications for the Improvements and the Designs.

SECTION 13. Warranty and Repair

In accordance with this Section 13 and the terms and conditions of the Subdivision Improvement Agreement, Developer hereby warrants the Improvements as to materials and workmanship and should any failure of any Improvements occur within a period of one (1) year after initial acceptance of such Improvements by City Council, the Developer shall promptly cause the needed repairs to be made without cost to the City. The provisions contained herein shall not be deemed to limit any rights Developer has or may have to seek damages or other relief from any acts or omissions of any contractor involved in the construction or design of the Improvements. Nothing herein shall be construed to limit any other warranties City may have from the manufacturer or any materials used in the Improvements nor in any way limit any rights of City in equity or law under this Agreement.

SECTION 14. Notice

Any notice, payment, or instrument required or permitted by this Agreement to either party shall be deemed to have been received when personally delivered to that party or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

City: Milpitas City Hall
455 East Calaveras Boulevard
Milpitas, CA 95035
Attn: Michael Silveira, P.E., City Engineer
Phone: 408-586-3303

Developer: Aaron Head, Division Vice President of Land Planning and Development
Pulte Home Company, LLC
4511 Willow Road, Suite 8
Pleasanton, CA 94588

Any party hereto may, by notice given hereunder, designate a different address to which subsequent notices, payments, and instruments shall be delivered to it.

SECTION 15. Term

The term of this Agreement shall start as of the date first written above and shall remain in effect for a one-year term, unless extended by the parties by written agreement.

SECTION 16. Captions

Captions to Sections of this Agreement are for convenience purposes only and are not part of this Agreement.

SECTION 17. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

SECTION 18. Successors and Assigns/Reimbursements to Developer

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The Reimbursement granted herein shall run with the land with respect to their application against the Sewer Infrastructure Fund otherwise payable upon development of the Project.

SECTION 19. Governing Law Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Santa Clara, State of California.

SECTION 20. Indemnity

To the fullest extent permitted by law, Developer shall protect, indemnify, defend (with counsel acceptable to City) and hold City, its officers, employees, and agents harmless from and against any and all liability, loss, cost and obligations arising out of or resulting from any injury or loss caused directly or indirectly by any cause whatsoever in connection with or incidental to the (i) activities performed by Developer, its officers, employees, or agents under this Agreement, or (ii) negligence, omission or willful misconduct by Developer, its officers, employee, or agents.

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.

SECTION 21. Time of Essence

Time is of the essence in the performance of this Agreement.

SECTION 22. Waiver

Developer agrees that waiver by City of any breach or violation of any term, condition, or obligation of this Agreement shall not be deemed to be a waiver of any other term, condition, or obligation contained herein or a waiver of any subsequent breach or violation of the same term,

condition or obligation.

SECTION 23. Compliance with Laws

Developer has been alerted to 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. If the work to be performed under this Agreement by Developer is being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Developer agrees to fully comply with such Prevailing Wage Laws. Developer shall defend, indemnify and hold 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 Developer and its contractors 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 Section 1776), hours of labor (Labor Code Sections 1813 and 1815), public works contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). It shall be the sole responsibility of Developer to determine whether to comply with Prevailing Wage Laws 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 comply with Prevailing Wage Laws for work required by this Agreement.

SECTION 24. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by all parties.

SECTION 25. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day of the year first above written.

CITY:

By: _____
Ned Thomas
City Manager

PULTE HOME COMPANY, LLC:

By:  _____
Aaron Head
Division Vice President of Land
Planning and Development

APPROVED AS TO FORM:

By: _____
Michael Mutalipassi
City Attorney

APPROVED AS TO CONTENT:

By: _____
Luz Cofresi-Howe
Finance Director/Risk Manager

APPROVED AS TO CONTENT:

By: _____
Christian Di Renzo
Public Works Director

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Alameda

On

September 12, 2024

Date

before me,

Victoria M. Bullard, Notary Public

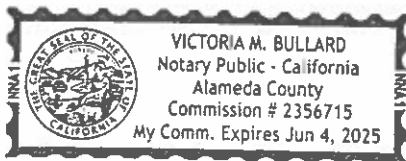
Here Insert Name and Title of the Officer

personally appeared

Aaron Head

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

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

Victoria M. Bullard

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

City of Milpitas Fee Reimbursement Agmt

Document Date:

Sept. 2024

Number of Pages:

12

Signer(s) Other Than Named Above:

Ned Thomas, Michael Mutalipasi, Luz Cofresi - Howe and Christian DiRenzo

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing:

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing:

Exhibit A
Sanitary Sewer Sectional Liners Cost Estimate

Exhibit A: Sanitary Sewer Sectional Liners Cost Estimate

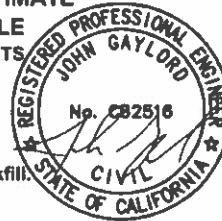


**Civil
Engineering
Associates**

28 Railway Avenue
Campbell, CA 95008
Phone: (408) 453-1066
Fax: (408) 453-1060
Civil Engineers Planners Surveyors

**ENGINEER'S COST ESTIMATE
CALIFORNIA CIRCLE
PUBLIC IMPROVEMENTS**

Prepared by: DGG
Civil Engineering Associates, Inc.



June 3, 2024
CEA Project: 20-158

NOTES:

1. All items noted "in ex road" include the costs of trench backfill.

DEMOLITION					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
1	SAWCUT EXISTING PAVEMENT	LF	979	2.50	2,448.00
2	REMOVE EX PAVEMENT	SF	1,824	3.00	5,472.00
3	REMOVE EX CURB & GUTTER	LF	181	4.00	724.00
4	ABANDON EXISTING UTILITIES	LS	1	10,000.00	10,000.00
5	REMOVE EX DRIVEWAY APRON	SF	909	6.00	5,454.00
6	REMOVE EX SIDEWALK	SF	2,461	3.00	7,383.00
					31,481.00

STORM IMPROVEMENTS					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
7	15" STORM MAIN (in ex road)	LF	131	160.00	20,960.00
8	MANHOLE	EA	2	2,500.00	5,000.00
9	FIELD INLETS	EA	2	2,000.00	4,000.00
10	CURB INLET (REPLACE EX INLET)	EA	1	5,000.00	5,000.00
11	STORM CONNECTION TO EX PIPE	EA	2	2,000.00	4,000.00
					38,960.00

SANITARY IMPROVEMENTS					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
12	8" SEWER MAIN	LF	913	95.00	86,735.00
13	6" SEWER LATERAL	LF	160	50.00	8,000.00
14	6" SEWER LATERAL (in ex. road)	LF	52	150.00	7,800.00
15	MANHOLE - NEW	EA	4	3,000.00	12,000.00
16	MANHOLE - NEW (connection to existing 18" main)	EA	1	10,000.00	10,000.00
17	FLUSHING INLET	EA	3	1,000.00	3,000.00
18	CLEAN OUT	EA	14	500.00	7,000.00
19	SANITARY LATERAL CONNECT TO EX. MAIN	EA	1	2,500.00	2,500.00
					137,035.00

WATER IMPROVEMENTS					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
20	8" WATER MAIN	LF	1,393	100.00	139,300.00
21	12" WATER MAIN (in ex road)	LF	48	185.00	8,880.00
22	8" VALVE	EA	10	1,200.00	12,000.00
23	12" VALVE	EA	6	1,500.00	9,000.00
24	12" X 12" X 8" CUT-IN TEE / FITTINGS	EA	3	10,000.00	30,000.00

25	12" X 12" X 6" CUT-IN TEE / FITTINGS	EA	1	10,000.00	10,000.00
26	2" WATER SERVICE W/ 1.5" METER & BACKFLOW	EA	5	3,000.00	15,000.00
27	2" WATER SERVICE W/ 2" METER & BACKFLOW	EA	8	4,000.00	32,000.00
28	4" WATER SERVICE W/ METER & BF (in ex road)	EA	1	7,500.00	7,500.00
29	4" FIRE SERVICE W/ VALVE & RPDA	EA	5	14,000.00	70,000.00
30	6" FIRE SERVICE W/ VALVE & RPDA	EA	8	17,000.00	136,000.00
31	8" FIRE SERVICE W/ VALVE & RPDA (in ex road)	EA	1	25,000.00	25,000.00
32	FIRE HYDRANT	EA	7	5,000.00	35,000.00
33	2" IRRIG SERVICE W/ METER (in ex road)	EA	3	6,500.00	19,500.00
					549,180.00

SURFACE IMPROVEMENTS					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
34	FINE GRADING	SF	8,880	2.00	17,760.00
35	CURB & GUTTER	LF	182	12.00	2,184.00
36	REPLACE EX PAVEMENT (including trench restoration)	SF	1,824	5.00	9,120.00
37	SIDEWALK	SF	3,856	6.50	25,064.00
38	CURB RAMP	EA	1	3,500.00	3,500.00
39	DRIVEWAY APRON (CITY STD)	SF	936	12.00	11,232.00
40	MICROSURFACING	SF	34,746	2.00	69,492.00
41	SIGNING & STRIPING	LS	1	10,000.00	10,000.00
					148,352.00

JOINT TRENCH & STREETLIGHTS					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
42	JOINT TRENCH & STREETLIGHTS	LS	1	161,294.00	161,294.00
(see attached estimate)					
					161,294.00

LANDSCAPE & IRRIGATION					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
43	LANDSCAPE & IRRIGATION (see attached via estimate)	LS	1	46,444.80	46,445.00
					46,445.00

SECTIONAL LINER					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
44	INSTALL 525 LF OF SECTIONAL LINER (in ex 18"SS)	LS	1	657,137.00	657,137.00
45	PROJECT MANAGEMENT OVERHEAD (5%)	LS	1	32,856.85	32,857.00
					689,994.00

SEE COST ESTIMATE FROM
SANCO PIPELINES ON NEXT
PAGE FOR MORE INFORMATION.

SUBTOTAL PUBLIC IMPROVEMENT COSTS **\$1,802,741.00**

10% CONSTRUCTION CONTINGENCY **\$180,274.10**

TOTAL PUBLIC IMPROVEMENT ESTIMATED COSTS **\$1,983,015**

SURVEY MONUMENTS					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
46	STD. CITY MONUMENT BOX W/BRASS DISK	EA	16	1,000.00	16,000.00

**Proposal for:
California Circle - Sewer CIPP Lining**

Bid Date: 12/15/2023
Time: 4:00PM



Pulte Group
4511 Willow Road, Suite 8
Pleasanton, CA 94588

Project No. CAL 12-15 / FILE / 8210

Item	Description	Quantity	Unit	Unit Price	Total Price
SS	Sanitary Sewer				
01	Mob	1.00	LS	42,570.00	42,570.00
02	Bypass Of Existing Sewer	1.00	LS	430,475.00	430,475.00
03	CIPP Liner Of Existing 18" Sewer	529.00	LF	348.00	184,092.00
				Total:	657,137.00
				Total:	657,137.00

**ATTACHED NOTES TO BID OUTLINE THE CONDITIONS OF THIS QUOTATION
AND MUST BE CONSIDERED AS AN INTEGRAL PART OF THIS PROPOSAL.**

Run by: Kimberly Franks
Estimator: Sean McIntyre

RESOLUTION NO. 9283

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING ZONING MAP AMENDMENT NO. ZA22-0001, SITE DEVELOPMENT PERMIT NO. SD22-0003, CONDITIONAL USE PERMIT NO. UP22-0001, VESTING TENTATIVE MAP NO. MT22-0001 DENSITY BONUS PERMIT NO. DB23-0003, TREE REMOVAL PERMIT NO. TR23-0021, AND ENVIRONMENTAL ASSESSMENT NO. EA22-0002 TO ALLOW DEMOLITION OF ONE INDUSTRIAL BUILDING, REMOVAL AND REPLACEMENT OF 27 ORDINANCE-SIZE TREES, AND DEVELOPMENT OF A MULTI-FAMILY RESIDENTIAL PROJECT CONSISTING OF 13 RESIDENTIAL BUILDINGS, UP TO 51-FEET IN HEIGHT, AND ONE RESIDENTIAL APARTMENT BUILDING, UP TO 78-FEET IN HEIGHT, FOR A TOTAL OF 206 RESIDENTIAL UNITS, WITH 393 VEHICLE PARKING SPACES, A 0.32-ACRE INTERNAL PARK, AND ASSOCIATED SITE IMPROVEMENTS ON A 6.7-ACRE SITE AT 1355 CALIFORNIA CIRCLE

WHEREAS, the City of Milpitas, California (the “City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, California Government Code Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules, and regulations by cities as a means of implementing the General Plan; and

WHEREAS, Section 3.03 of Chapter 10 Zoning of Title XI of the Milpitas Municipal Code, divides the City into zoning districts; and

WHEREAS, the City Council is the final authority on General Plan, Specific Plan, and Zoning amendments, including amendments to the Zoning Map; and

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 April 12, 2022, Pulte Homes Company LLC submitted an application to the City of Milpitas for the entitlements necessary to allow development of a multi-family residential project consisting of 13 residential buildings, up to 51-feet in height, and one residential apartment building, up to 78-feet in height, for a total of 206 residential units, with 393 vehicle parking spaces, a 0.32-acre internal park, and associated site improvements located at 1355 California Circle (“the Project”). The Project requires approvals of the following entitlements:

- a. Zoning Map Amendment (ZA22-0001): To amend the zoning map to change the property zoning designation from Industrial Park (MP) to Mixed-Use District (MXD).
- b. Site Development Permit (SD22-0003) to allow the development of a multi-family residential project consisting of 13 residential buildings, up to 51 feet in height, and one residential apartment building, up to 78 feet in height, for a total of 206 residential units on a 6.7-acre site.
- c. Conditional Use Permit (UP22-0001) to allow for condominium use, associated subdivision, and tandem parking.
- d. Vesting Tentative Map (MT22-0001) to establish 131 residential condominium spaces and related common areas.
- e. Density Bonus Permit (DB23-0003) to ensure compliance with State Density Bonus law and regulations and grant modification of the distribution requirements so affordable units can be constructed in the apartment building only.

- f. Tree Removal Permit (TR23-0021) to remove 27 ordinance-sized trees and replace them with 269 new trees.
- g. Environmental Assessment (EA22-0002: To review and assess all requested entitlements for consistency with the California Environment Quality Act (CEQA).

WHEREAS, the Project is also requesting an alternate method of compliance with the City's Affordable Housing Ordinance (AHO) pursuant to Milpitas Municipal Code Section XII-1-4; and

WHEREAS, in order to evaluate the Project under the California Environmental Quality Act ("CEQA," codified at Public Resources Code § 21000, et seq., as further governed by the CEQA Guidelines, found at 14 C.C.R. § 15000, et seq.), an environmental impact report was prepared (the Draft EIR, as revised by the Final EIR's errata section, together with the other sections of the Final EIR, are collectively referred to herein as the "EIR," State Clearinghouse No. 2022110251); and

WHEREAS, the proposed Project is found to be consistent with the goals, policies, and regulations of the California Density Bonus Law (Government Code Section 65915 et seq.), Milpitas General Plan 2040, and Milpitas Zoning Ordinance, specifically Milpitas Municipal Code Section XI-10-54.15 (Density Bonus for Affordable Housing Developments), which allows a modification of the distribution requirement of affordable units for a project that better serves the affordable housing need in the City and permits concessions and waivers and modifications of development standards, as analyzed and documented in the staff report; and

WHEREAS, the Planning Commission is an advisory body to the City Council pursuant to Milpitas Municipal Code Section XI-10-64.03 (Consideration of Concurrent Applications), where, as here, due to the application for a General Plan Text Amendment pursuant to Milpitas Municipal Code Section XI-10-57.02, Zoning Map Amendment pursuant to Milpitas Municipal Code Section XI-10-57.02, Tentative Map pursuant to Milpitas Municipal Code Section XI-1-4.03 and a density bonus pursuant to Milpitas Municipal Code Section XI-10-54.15, the City Council is the highest review authority for the Project and, accordingly, all review by other bodies with approval authority over the application shall be in the form of a recommendation to the City Council; and

WHEREAS, on October 11, 2023, the Planning Commission held a duly noticed public hearing, during which meeting the Planning Commission considered the EIR as well as General Plan Text Amendment No. GP22-0001, Zoning Text Amendment No. ZA22-0001, Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map No. MT22-0001, Density Bonus Permit No. DB23-0003, Tree Removal Permit No. TR23-0021 and Environmental Assessment No. EA22-0002 for 1355 California Circle, 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. 23-017, the Planning Commission recommended that the City Council approve General Plan Text Amendment GP22-0001, Zoning Text Amendment ZA22-0001, Site Development Permit SD22-0003, Conditional Use Permit UP22-0001, Vesting Tentative Map MT22-0001, Density Bonus Permit DB23-0003, Tree Removal Permit TR23-0021 and Environmental Assessment No. EA22-0002 for 1355 California Circle; and

WHEREAS, the City Council received in evidence a plan for the subject property entitled "1355 California Circle Planned Development", dated August 2, 2023 and, "Vesting Tentative Map 1355 California Circle", dated October 5, 2023, and said plans are on file in the Planning Department and are available for inspection by anyone interested herein, and said plans are incorporated herein by this reference, the same as if it were fully set forth herein; 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 November 7, 2023, the City Council held a duly-noticed public hearing, during which meeting the City Council considered the EIR as well as General Plan Text Amendment No. GP22-0001, Zoning Text Amendment No. ZA22-0001, Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map No. MT22-0001, Density Bonus Permit No. DB23-0003, Tree Removal Permit No. TR23-0021 and Environmental Assessment No. EA22-0002 for 1355 California Circle, heard a presentation from staff, and had the opportunity hear from members of the public; and

WHEREAS, the City Council has reviewed the draft ordinance amending the Zoning Code contained in Title XI, Chapter 10, Section 3.03 of the Milpitas Municipal Code to allow a zoning designation change of certain parcel within the zoning map, attached hereto and incorporated herein as **Exhibit “2”**; 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. Zoning Map Amendment Findings (Section XI-10-57.02)

The City Council makes the following findings based on the evidence in the administrative record in support of Zoning Map Amendment No. ZA22-0001 and the draft ordinance amending the Zoning Code contained in Title XI, Chapter 10, Section 3.03 of the Milpitas Municipal Code to allow a zoning designation change of certain parcel within the zoning map, attached hereto and incorporated herein as **Exhibit “2”**:

- a. *The proposed amendment is consistent with the General Plan.*

The proposed map amendment is consistent with the General Plan because the proposed zoning (MXD) is an implementing zoning district of the existing Neighborhood Commercial Mixed Use (NCMU) general plan designation.

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

The proposed map amendment will not adversely affect the public health, safety and welfare because the zoning map amendment will implement a land use designation that is consistent with the permitted general plan land use designation. An environmental consultant has reviewed the project and that traffic, environmental impacts, access to essential services, and community well-being will not be impacted in a manner that would significantly affect public health, safety and welfare. If the project is developed, it has been conditioned to comply with federal, state, and local

laws and regulations related to public health, safety, and welfare. This includes zoning ordinances, building codes, environmental regulations, and safety standards.

SECTION 3. Vesting Tentative Map Findings (Section XI-1-20.01)

The City Council makes the following findings based on the evidence in the administrative record in support of Vesting Tentative Map No. MT22-0001 as referenced as “Vesting Tentative Map 1355 California Circle”, dated October 5, 2023, on file with the Planning Department:

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

The Project is requesting a General Plan Text Amendment to remove language associated with the California Circle Specific Plan within the General Plan 2040. With the approval of a General Plan Text Amendment, the proposed Project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 1 below:

Table 1: General Plan Consistency

Policy	Conformance
<i>Policy LU 1-4: Continue to provide for a variety of housing types and densities that meet the needs of individuals and families and offer residents of all income levels, age groups, and special needs sufficient housing opportunities and choices for locating in Milpitas.</i>	Consistent. The Project would develop a total of 206 new housing units within the 6.7-acre Project Site, which would result in a housing density of 30.8 dwelling units per-acre. Approximately 75 units would be rental units offered at a below-market rate. Additionally, the Project would qualify for a State Density Bonus, which would allow for an increase in density.
<i>Policy LU 4-4: Encourage new development to facilitate pedestrian, bicycle and transit access through techniques such as minimizing building separation from public sidewalks; providing safe, direct, accessible, convenient, and pleasant pedestrian connections; including secure and convenient bike storage; and orienting building entrances to transit service.</i>	Consistent. The Project would maintain the existing sidewalks at the Project Site and would also provide bike racks on-site to accommodate pedestrians and bicyclists. The Project Site has also been designed to retain an existing pedestrian crosswalk on California Circle, which will provide pedestrian access to nearby walking trails and a future public park.
<i>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 clearance 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.</i>	Consistent. The development includes internal private streets within the proposed townhome community for vehicular circulation and to provide access to each townhome. These private streets would be able to accommodate emergency service vehicles, such as fire trucks owned by the City. The proposed apartment parking structure would also provide adequate and safe circulation for vehicles. On-site parking spaces would be provided per residential unit in accordance with the City’s parking requirements. Additionally, patterned walkways would also be provided within the townhome community to ensure there is adequate pedestrian circulation on-site for residents.

Policy	Conformance
	The proposed townhomes would install external lighting structures that would be mounted to each building to provide lighting and security to the proposed paseos, outdoor recreation area and outdoor parking spaces. The proposed apartment complex would also install mounted lighting structures. Furthermore, site plans for the Project would be reviewed by the City and the Milpitas Fire Department (MFD) to ensure that fire protection measures and building safety measures would be implemented.
Policy LU 2-3: <i>Allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions (included within the Milpitas Affordable Housing Ordinance Title XII - HOUSING Chapter 1 - AFFORDABLE HOUSING ORDINANCE) including bonuses for senior housing, affordable housing, and for projects within designated overlay districts included in Milpitas Municipal Code Section 12 - Overlay Districts and Standards</i>	Consistent. The Project includes an apartment complex with over 15 percent of the proposed units being made available at a low-income rental rate. Furthermore, the Project would adhere to all applicable requirements with Title XII of the Milpitas Affordable Housing Ordinance. No proposed Overlay District is included as part of the Project.
Policy LU-1-7: <i>Recognize that the Land Use Map may be amended in accordance with State law in order to ensure that there is an adequate supply of commercial, business park, industrial, public facility, parks, residential, and other desired land uses to serve the City's needs.</i>	Consistent. The applicant proposes to amend the Land Use Zoning Map to replace industrial/employment uses with multi-family residential uses that include affordable housing above the inclusionary standards. The increase of market rate and affordable housing will serve the City's needs in creating housing stock to meet the Regional Housing Needs Allocation (RHNA) required by the State Department of Housing and Community Development.
Policy CD-10: <i>Design multi-family residential, mixed use, commercial, and employment-generating development in neighborhoods, districts, and centers to:</i> <i>a.) Include open space and/or recreational amenities to provide visual relief from development, form pedestrian and bicyclist linkages to adjacent uses and other portions of the neighborhood, district, or center, and serve as buffers between uses, where necessary;</i> <i>b.) Locate building access points along sidewalks, pedestrian areas, and bicycle</i>	Consistent. The Project would provide open space and recreational amenities on-site with an outdoor recreational area that consists of an outdoor playground, two turf areas, picnic tables with a sail structure providing shade, a bench, and bike racks for bicyclists. The proposed outdoor recreational area would be visible for pedestrians, bicyclists, and motorists travelling along California Circle. The Project would also include several walkways and two walking paseos that provide pedestrian amenities (i.e., benches). Pedestrian and bicycle access to the Project Site would be provided along California Circle. Pedestrian access on-site would be provided to each

Policy	Conformance
<i>routes, and include amenities that encourage pedestrian activity;</i> <i>c.) Create a human-scale ground-floor environment that includes public open areas that separate pedestrian space from auto traffic or where these intersect, give special regard to pedestrian safety; and</i> <i>d.) Provide comfortable pedestrian amenities, such as quality seating areas, lighting, and wide, shaded paths, along with specialized and engaging design features, such as interesting fountains or public art to draw and maintain people's attention</i>	townhome building and the proposed apartment complex. Additionally, pedestrian and bicycle routes would be provided via walkways and sidewalks. Refer to response to Policy CD 2-7 regarding the proposed lighting fixtures for the Project. The Project will include a direct connection to an existing pedestrian crosswalk on California Circle, and the primary driveway will be located away from the crosswalk to enhance pedestrian safety. The existing pedestrian sidewalk connects through an existing residential neighborhood to the City's trail system along nearby waterways.

b. *None of the conditions identified in California Government Code Section 66474 exist, to wit:*

A. *That the proposed map is not consistent with applicable general and specific plans as specified in Government Code Section 65451.*

As outlined above, the Project includes the development of 131 residential condominium units and 75 apartment units at a density of 30.8 dwelling units/acre. The General Plan land use designation applicable to the site (Neighborhood Commercial Mixed Use (NCMU), and with the zoning map amendment to Mixed Use (MXD)) permits residential development at densities of 21 to 30 dwelling units/acre. Given that the Project also qualifies for a Density Bonus, the map is therefore consistent with the General Plan.

B. *That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.*

The Project proposes 30.8 dwelling units per acre, consistent with the 21-30 dwelling units per acre allowed by the General Plan, the proposed rezoning, and the State Density Bonus Law.

C. *That the site is not physically suitable for the type of development.*

The site is adjacent to other residential properties that have been recently rezoned to high density multi-family (R3) and single-family residential (R1-2.5). In addition, this site is suitable for the higher density development based on the location, physical attributes, and proposed infrastructure improvements.

D. *That the site is not physically suitable for the proposed density of development.*

The Project site is within the Neighborhood Commercial Mixed Use NCMU General Plan designation, and is being rezoned to Mixed Use MXD, which permits residential development at 21 to 30 dwelling units per acre. The design will physically suit the site by providing required utilities, sufficient open space, and adequate residential living facilities.

- E. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

The Project, including the subdivision and its associated improvements, is located in an urbanized area and was previously developed as two industrial buildings. Therefore, it will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

- F. That the design of the subdivision or type of improvements is likely to cause serious public health problems.*

The Project, including the subdivision and its associated improvements, has been designed in a manner that will not cause serious public health problems. The Project has been reviewed by Building, Fire, Land Development, Traffic, Water, and Solid Waste Departments. As a result, it has been determined that it can be adequately serviced to preserve public health and wellness.

- G. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.*

Upon review of the subdivision map, it has been determined that the design of the subdivision or the type of improvements will not conflict with any easements acquired by the public at large, for access through or use of, property within the proposed subdivision.

SECTION 4. 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. SD22-0003, as referenced as “1355 California Circle Planned Development”, dated August 2, 2023, 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 Project consists of 131 townhome condominium units and 75 apartment units and associated site amenities on a 6.7-acre site. Overall, the Project’s contemporary architectural design visually relates to and is compatible with the adjacent townhome projects along California Circle. Colors are earth tone shades of browns, blues, and reds. In addition, future residents of the townhomes will access garages via private alleyways, similar to nearby residential developments. The proposed buildings’ heights ranges from 39.5 feet to 77-feet-4-inches. The proposed six-story multi-family residential building maintains a strong relationship to the street in that its primary entrance is oriented toward the street. The east exterior walls and roof top include architectural relief in the form of fenestration along the front and massing differentiation along the roof segments. The building’s design features exterior plaster walls, vinyl windows, accented with stone veneer and wood frame canopies along the ground floor, along with an aluminum storefront system. The Project as built will further strengthen the identity of the existing neighborhood and achieve compatibility and aesthetic harmony with the surrounding development.

- b. The Project is consistent with the Milpitas Zoning Ordinance.*

The proposed Project is consistent with the Milpitas Zoning Ordinance, as demonstrated in Table 2. and will be fully consistent if granted approval of the Zoning Map Amendment to adjust the property from MP to MXD. The proposed multi-family residential buildings are permitted in the MXD zoning district. The project design conforms to the site and development standards of the MXD zone.

The Project also conforms to MMC Section XI-10-54.015 (Density Bonus for Affordable Housing Developments) and XI-10-57.05 (Density Bonus Permits). Where exceptions from the MXD standards are needed, the applicant has requested waivers and parking exceptions pursuant to the State Density Bonus Law (Gov. Code § 65915 et seq.). The requested waivers and parking exception will support the development of affordable housing on a site where it would not otherwise be possible through a strict application of the specified standard.

Table 2: Summary of MXD Zoning District

Development Standard (MXD)	Required	Proposed	Conformance
Density	21-30 du/ac	30.8 du/acre	Yes, <i>with Density Bonus</i>
Front Yard Setback	Minimum of 8 feet and a maximum of 15 feet from back of sidewalk. The sidewalk is based on either the existing sidewalk or assumed 10-foot-wide sidewalk, whichever is wider	Townhomes and stacked flats: 12.5 feet from back of sidewalk Apartment building: 18-foot-10-inches	Yes Yes, <i>with Density Bonus</i>
Side Yard Setback (Minimum)	10 feet	15 feet	Yes
Rear Yard Setback (Minimum)	10 feet	40 feet	Yes
Height	Principal building: 3 stories and 45 feet	12-plex: 4 stories and 51 feet 7-plex: 3 stories and 39-foot-6-inches Podium: 6 stories and 77-foot-4-inches	Yes, <i>with Density Bonus</i>
Landscaping	All required front and street setback areas shall be landscaped or paved to allow for outdoor seating, display or goods, or street furniture	All required front and street setback areas are landscaped or paved	Yes

Development Standard (MXD)	Required	Proposed	Conformance
Parking	Studio: 1 covered per unit 1 bedroom: 1.5 covered per unit 2-3 bedrooms: 2 covered per unit Guest: Projects with parking structures: 15 percent of the total required, may be uncovered Projects with private garages: 20 percent of the total required, may be uncovered Total: 445	393	Yes, <i>with Density Bonus</i>

- c. *The Project is consistent with the General Plan.*

The proposed Project is consistent with the Milpitas General Plan, with the proposed General Plan Text Amendment as demonstrated and outlined in Table 1, above.

Furthermore, as the Project is an eligible housing project under the State Density Bonus Law, Government Code Section 65915(p)(5), the Project is entitled to waivers and reduced parking requirements. The requested waivers and parking exception will support the development of affordable housing units on a site where it would not otherwise be possible through a strict application of the specified standard.

SECTION 5. Conditional Use Permit Findings (Milpitas Municipal Code Section XI-10-57.04(F))

The City Council makes the following findings based on the evidence in the public record in support of Conditional Use Permit No. UP22-0002, as referenced as “1355 California Circle Planned Development”, dated August 2, 2023, 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 Project will not be detrimental or injurious to property or improvements in the vicinity or public health, safety, or general welfare. The Project is consistent with other multi-family residential projects within the California Circle vicinity and conditioned to preserve the health and wellness of future residents. By allowing tandem parking in private garages throughout the development, the Project will be able to offer more parking spaces for its residents. In addition, the condominium project creates housing opportunities and increases the diversity of housing types in the California Circle area by offering both apartments and for-sale townhomes.

- b. *The Project is consistent with the Milpitas Zoning Ordinance.*

The proposed Project is generally consistent with the Milpitas Zoning Ordinance, as demonstrated in Table 2, and will be fully consistent if granted approval of the Zoning Map Amendment to adjust the property from MP to MXD. The proposed multi-family residential buildings are permitted in the MXD zoning district. The project design conforms to the site and development standards of the MXD zone. Therefore, a conditional use permit is required to allow the subdivision of the proposed townhome units.

The Project also conforms to MMC Section XI-10-54.015 (Density Bonus for Affordable Housing Developments) and XI-10-57.05 (Density Bonus Permits). Where exceptions from the MXD standards are needed, the applicant has requested waivers and parking exceptions pursuant to the State Density Bonus Law (Gov. Code § 65915 et seq.). The requested waivers and parking exception will support the development of affordable housing on a site where it would not otherwise be possible through a strict application of the specified standard.

c. The Project is consistent with the Milpitas General Plan.

The proposed Project is consistent with the Milpitas General Plan, as amended by the proposed General Plan Text Amendment, as demonstrated and outlined in Table 1, above.

SECTION 6. Density Bonus Permit (Milpitas Municipal Code Section XI-10-54.15(D))

The City Council makes the following findings based on the evidence in the public record in support of Density Bonus Permit No. DB23-0003, as referenced as “1355 California Circle Planned Development”, dated August 2, 2023, on file with the Planning Department:

1. The maximum allowable base density specified in the General Plan, including any other permitted increases to density.

The proposed Project includes 131 townhome condominiums and 75 apartment units, equaling to 30.8 dwelling units per acre. Since the Project site will be rezoned to Mixed Use (MXD) to allow a 100 percent multifamily residential development, and the MXD district is an implementing zoning district of the General Plan NCMU land use designation, the Project is in conformance with the allowable base density specified in the General Plan.

2. All affordable units shall be reasonably dispersed throughout the project, shall contain on average the same number of bedrooms as the non-affordable units in the project, and shall be comparable with the non-affordable units in terms of appearance, materials and finished quality. The Planning Commission may recommend to the City Council and/or Redevelopment Agency modifying the requirements as to unit size or type, if it is found that such a modification would better serve the affordable housing need of Milpitas.

The applicant has proposed seven studios, 16 one-bedroom, and eight two-bedroom units as affordable units reserved for lower-income households. The remaining 44 apartment units would be reserved for moderate-income households.

By granting this modification to the City’s AHO, the Project would add 44 additional deed restricted units to its affordable housing stock and help the City meet its RHNA obligation. Additionally, the total number of bedrooms under the applicant’s deviation would be 94, whereas the standard ordinance would only require 74 bedrooms. Moreover, the total square footage of living space under the standard ordinance is approximately 41,548 square feet, whereas the Project would be providing 45,661 square feet (or ten percent more).

While the affordable units are not reasonably dispersed throughout the project, pursuant to Milpitas Municipal Code section XI-10-54.15(D)(2), modification of this requirement only for this project only is justified to allow the placement of the affordable units in the proposed apartment units only because under the unique circumstances of this case for this project only, this modification would better serve the affordable housing needs of Milpitas. The project shall otherwise comply with the standards for density bonuses specific in the Milpitas Municipal Code, including the requirement in Milpitas Municipal Code section IX-10-54.15(D)(2) that the affordable units contain, on average, the same number of bedrooms as the non-affordable units and be comparable with the non-affordable units in terms of appearance, materials, and finished quality.

3. *Prior to final building inspection and occupancy for a project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements. The agreement shall be approved by the Milpitas City Attorney prior to recordation.*

The Project has been conditioned to provide an agreement to the City of Milpitas explaining the affordability requirements, processes and procedures, to the satisfaction of the Milpitas City Attorney prior to the release of any Certificate of Occupancy.

4. *Retaining Affordability. A developer shall agree to, and the City shall insure continued affordability of, all lower- or very low-income density bonus units for thirty (30) years or a longer period of time, if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.*

Prior to final building inspection and occupancy for the Project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements, including continued affordability for low and/or moderate-income households. The agreement shall be approved by the Milpitas City Attorney prior to recordation.

5. *Affordable Rents. Those units targeted for lower-income households, as defined in Section 50079.5 of the Health and Safety Code shall be affordable at a rent that does not exceed thirty (30%) of sixty (60%) percent of the Santa Clara County median income. Those units targeted for very low-income households, as defined in Section 50105 of the Health and Safety Code, shall be affordable at a rent that does not exceed thirty (30%) of fifty (50%) percent of County median income.*

The Project's 31 apartment rental units will be targeted for lower-income households, as defined in Section 50079.5 of the Health and Safety Code, which states that lower-income households shall be affordable at a rent that does not exceed thirty (30%) of sixty (60%) percent of the Santa Clara County median income.

6. *Relation to Statute. Density bonus requirements not specified in these regulations shall be governed by the State Density Bonus Law, Government Code section 65915, et seq.*

Any density bonus requirements not specified in the City's Municipal Code shall be governed by the State Density Bonus Law, Government Code Section 65915, et seq.

Density Bonus Concessions, Incentives and Waivers

In accordance with California Government Code Section 65915 and MMC Section X-10-54.15, the City must grant the requested incentives/concessions unless the City can make either of the following findings in writing and based on substantial evidence:

- a. *The concession is not required in order to provide for affordable housing costs as defined in State Health and Safety Section 50052.2 or for rents for the affordable units pursuant to Section XI-10-54.15(D)(5), Standards, of Chapter 10 (Zoning) of the Milpitas Municipal Code.*
- b. *The concession would have a specific adverse impact as defined in State Government Code Section 65589.5(d) (2) upon the public health and safety or the physical environment, or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.*

If findings cannot be made, then the proposed concessions/incentives and waivers must be granted, based on the requirements of the City's Municipal Code and California Government Code Sections 65915 – 65918.

The City does not have substantial evidence to demonstrate that the concessions/incentives and waivers described in Table 3 would fail to result in actual and identifiable cost savings, and/or that these savings are unnecessary to provide the level of affordability proposed. Moreover, the City has no substantial evidence that any of the requested concessions, incentives or waivers would result in any specific, adverse impacts to public health, safety, the physical environment, or historical resources. Accordingly, the City Council hereby approves such requested concessions/incentives and waivers.

Table 3: State Density Bonus – Concessions, Waivers, and Incentives

Type of Modification	Standard	Applicant Request	Justification	Discretion
<i>Density Bonus</i>	21-30 du/ac	30.8 du/ac	By allowing additional density, more affordable units will be provided to meet the City's Regional Housing Needs Allocation (RHNA) obligation.	The density bonus is allowed under State Density Bonus Law and must be granted by the City.
<i>Waiver(s)</i>	Front Setback: Minimum 8 feet, Maximum 15 feet	Apartment Building: 18-foot-10-inches	A greater front yard setback is needed to create a better streetscape along the project frontage and incorporate ADA accessible ramps	This waiver is allowed under State Density Bonus Law and must be granted by the City.

Type of Modification	Standard	Applicant Request	Justification	Discretion
			leading to the leasing office.	
<i>Waiver(s)</i>	Building Height: 3 stories and 45 feet	12-plex: 4 stories and 51 feet 7-plex: 3 stories and 39-foot-6-inches Podium: 6 stories and 77-foot-4-inches	The proposed building heights are necessary to achieve the proposed density and the open space areas. The podium apartment building would not be financially feasible to build with less units or at a lower height.	This waiver is allowed under State Density Bonus Law and must be granted by the City.
<i>Parking Reduction</i>	Studio: 1 covered per unit 1 bedroom: 1.5 covered per unit 2-3 bedrooms: 2 covered per unit (Pursuant to MMC Section XI-10-53.09)	Studio: 1 covered per unit 1 bedroom: 1 per unit 2 bedrooms: 1.5 per unit (Maximum, pursuant to State Density Bonus law) Total: Podium - 85 spaces	The Project is providing the maximum number of required parking spaces under State Density Bonus Law.	This waiver is allowed under State Density Bonus Law and must be granted by the City.
<i>Parking Waiver</i>	Guest Vehicle Parking requirement: Projects with parking structures: 15 percent of the total required, may be uncovered;	To provide 46 guest vehicle parking spaces when 52.4 vehicle parking spaces are required per MMC.	By relocating the main entrance to the condo/townhome and creating a more optimal trash pickup area for the apartment building, the Project was unable to provide 6	A waiver of minimum parking standards is allowed under State Density Bonus Law and must be granted by the City.

Type of Modification	Standard	Applicant Request	Justification	Discretion
	Projects with private garages: 20 percent of the total required, may be uncovered. Townhomes: 52.4 guest spaces		additional guest spaces. The State Density Bonus Law provides a reduction in the minimum parking requirements for qualifying projects.	
<i>Parking Waiver</i>	Compact stalls shall be used only in Projects within R3, R4, and R5 zones.	Compacts stalls dispersed throughout the proposed MXD zoned site.	The dispersal and design of compact stalls are necessary to provide adequate parking for the Project.	A waiver of parking standards is allowed under State Density Bonus Law and must be granted by the City.

SECTION 7. Affordable Housing Ordinance Exception

The City Council makes the following findings based on the evidence in the public record in support of an exception to the City's Affordable Housing Ordinance, as referenced as "1355 California Circle Planned Development", dated August 2, 2023, on file with the Planning Department:

- a. *The development as proposed with the exception as provided pursuant to this Section would further the City's low and/or moderate income housing goals as contained in the Housing Element; and*

In order to comply with this section, the ordinance requires the Project to provide 20 townhomes, as moderate-income, and 11 apartment units, as low-income, for affordable housing, for a total of 31 affordable housing units. The applicant proposes to deviate from the ordinance and meet the City's affordable housing requirement by reserving 31 of the apartment units on-site for lower-income households, meeting the 15 percent requirement of the total number of dwelling units. The Project will also reserve the remaining 44 apartment units for moderate-income households, bringing the total of the Project's Below Market Rate (BMR) contribution to 36.4 percent of the total number of dwelling units. By granting an exception to the design and distribution requirements of the City's AHO, the Project would add 75 deed restricted units, or 44 additional units, to its affordable housing stock and help the City meet its RHNA obligation.

- b. *The development with the exception either (i) will result in at least two of the following:*
 - a. *The development of a larger number of deed-restricted affordable units than would be created under the on-site requirement;*
 - b. *The development of a larger number of deed-restricted affordable bedrooms than would be created under the on-site requirement;*
 - c. *The development of a larger amount of deed restricted affordable living area than would be created under the on-site requirement;*
 - d. *The development of deed-restricted affordable units at a lower average income target as compared to the affordable units that would be created under the on-site requirement;*

or (ii) will provide other community benefits that exceed the benefit of constructing on-site affordable units.

The Project, with the exception to the design and distribution requirements of the City's AHO, will result in a larger number of deed-restricted affordable units than would be created under the standard ordinance. Additionally, the total number of bedrooms under the applicant's deviation would be 94, whereas the standard ordinance would only require 74 bedrooms. Moreover, the total square footage of living space under the standard ordinance is approximately 41,548 square feet, whereas the Project would be providing 45,661 square feet (or ten percent more).

SECTION 8. 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 10. City Council Approval

The City Council hereby approves Zoning Map Amendment No. ZA22-0001, Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map No. MT22-0001, Density Bonus Permit No. DB23-0003, Tree Removal Permit No. TR23-0021, and Environmental Assessment No. EA22-0002 (subject to the Conditions of Approval attached hereto and incorporated herein as **Exhibit "1"**), based on the above findings.

PASSED AND ADOPTED this 7th day of November 2023, by the following vote:

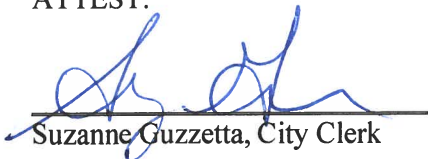
AYES: (5) Councilmembers Barbadillo, Lien, Phan, Vice Mayor Chua, and Mayor Montano

NOES: (0) None

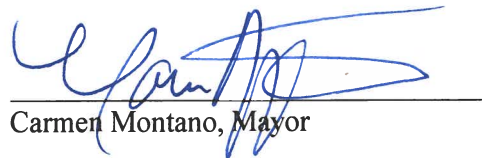
ABSENT: (0) None

ABSTAIN: (0) None

ATTEST:


Suzanne Guzzetta, City Clerk

APPROVED:


Carmen Montano, Mayor

APPROVED AS TO FORM:



Michael Mutalipassi, City Attorney

**CONDITIONS OF APPROVAL
PULTE HOMES RESIDENTIAL DEVELOPMENT**

**ZONING MAP AMENDMENT NO. ZA22-0001
SITE DEVELOPMENT PERMIT NO. SD22-0003
CONDITIONAL USE PERMIT NO. UP22-0001
VESTING TENTATIVE MAP NO. MT22-0001
DENSITY BONUS PERMIT NO. DB23-0001
TREE REMOVAL PERMIT NO. TR23-0021
ENVIRONMENTAL ASSESSMENT NO. EA22-0002**

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, known as "1355 California Circle Planned Development", dated August 2, 2023 and, "Vesting Tentative Map 1355 California Circle", dated October 5, 2023, on file with the Planning Department. **ZONING MAP AMENDMENT ZA22-0001, SITE DEVELOPMENT PERMIT SD22-0003, CONDITIONAL USE PERMIT UP22-0001 VESTING TENTATIVE MAP MT22-0001, DENSITY BONUS PERMIT NO. DB23-0001, TREE REMOVAL PERMIT NO. TR23-0021 and ENVIRONMENTAL ASSESSMENT EA22-0002** (collectively "Permit") shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed. 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, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Municipal Code, an activity permitted by this Permit shall be deemed to have commenced when the Project:
 - a. Completes a foundation associated with the Project; or
 - b. Dedicates any land or easement as required from the zoning action; or
 - c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.
5. Time Extension: Pursuant to Section XI-10-64.07 of the Milpitas Municipal Code, unless otherwise provided by State law, Permittee shall have the right to request a one-time extension of the Permit if the request is made in writing to the Planning Department 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)**
11. Indemnification: To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the project, including, but not limited to, the approval of the discretionary permits, the approval of any waivers, exemptions, alternatives, modifications, or amendments to the City's General Plan or Municipal Code, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by Permittee, City and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees and damages, which City incurs in enforcing the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. 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 Vesting Tentative Map No. MT22-0002, and the balance of the Permit shall be unaffected by Government Code Section 66474.9.
12. Certificate of Insurance: Permittee shall provide certificate of insurance and name City as an additional insured in its insurance policies for the Project.

13. Revocation, Suspension, Modification: This Permit may be suspended, revoked or modified in accordance with Section XI-10-63.06 of the Milpitas Municipal Code.
14. Severability: If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding and fully enforceable.
15. 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)**
16. 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)**
17. Compliance with Building Department and California Building Code: The project shall comply with the requirements of the Milpitas Building Department and the California Building Code, as adopted by the City. Changes to the site plan and/or buildings requires review and re-approval by the Building Department. **(B)**
18. Development in Conformance with Approved Plans: Permittee shall develop the approved Project in conformance with the plans dated August 2, 2023 and approved by the City Council on November 7, 2023, in accordance with these Conditions of Approval. Any deviation from the approved site plan, elevations, materials, colors, landscape plan or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review, and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, the owner or designee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**

PLANNING CONDITIONS

19. 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.
20. Parking: Parking shall be provided as depicted on the Site Plan approved by the City Council and shall consist of the following:
 - a. **RESIDENT**: A total of 318 vehicle spaces within unit parking garages in both the townhome buildings and the podium building and 29 surface vehicles spaces on the podium site.
 - b. **GUEST**: A total of 46 vehicle spaces are to be provided on site.
21. Bicycle Racks: A total of 22 short-term bicycle parking spaces shall be installed on the site.
22. Trees: The project will remove 27 ordinance-sized trees and replace with approximately 269 trees, in conformance with the plans approved by City Council on November 7, 2023.
23. 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.

24. Density Bonus: Permittee shall provide up to 206 residential units, 31 of which will be offered at low-income levels. The Project may have the following concessions and waivers:
- a. Waiver #1: Allow an 18-foot-10-inch front setback for the podium apartment building.
 - b. Waiver #2: Allow building height up to 78 feet.
 - c. Parking reduction: Studio & 1 bedroom – 1 per unit, 2 bedroom – 1.5 per unit. Project will provide a total of 85 parking spaces in the podium.
 - d. Parking waiver #1: Provide 46 guest spaces across the site.
 - e. Parking waiver #2: Use of compact stalls across the site. **(P)**

HOUSING CONDITIONS

25. Affordable Housing Requirement: Permittee shall comply with the City's Affordable Housing Ordinance, as set forth in Milpitas Municipal Code Section XI-1-3.00. The City Council has granted the following deviation from the City's AHO **(H)**:
- a. Permittee shall reserve a minimum of 31 apartment units for low income households consisting of:
 - i. 7 studio units
 - ii. 16 one-bedroom units
 - iii. 8 two-bedroom units
 - b. Permittee shall reserve 44 apartment units for moderate income households, which may also be reserved for low income households, consisting of:
 - i. 9 studio units
 - ii. 24 one-bedroom units
 - iii. 11 two-bedroom units
 - c. Section XII-1-3.03, which would require concurrent construction of both the for sale and rental product types, shall not be applicable. Permittee agrees to diligently pursue an affordable builder, acceptable to the City of Milpitas, who will expeditiously construct the rental portion of the Project. Permittee will be limited to 65% of its units (85 units) receiving Certificates of Occupancy (or Final Planning inspection sign off), before a building permit has been issued and construction has begun on the Below Market Rate (rental product) site. At such time of the rental product beginning construction, the remaining 35% of Permittee's units (46 units) shall be eligible for release for Certificates of Occupancy (or Final Planning inspection sign off).
26. Affordable Housing Agreement: Prior to final building inspection and occupancy for a project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements. The agreement shall be approved by the Milpitas City Attorney prior to recordation. Furthermore, Permittee agrees to work with City Attorney's Office to include within the Affordable Housing Agreement, language that would be of benefit to qualified employees of the Milpitas Unified School District in securing rental opportunities for both low- and moderate-income units to be provided. **(H)**
27. Retaining Affordability. Developer shall agree to, and the City shall insure continued affordability of, all lower- or very low-income density bonus units for fifty (50) years or a longer period of time, if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. **(H)**

ENGINEERING 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)*

28. Modifications: The Site Development Plan dated August 2, 2023 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.
29. 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 Engineering Department Solid Waste Program. The subject 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.
30. Stormwater Control Plan: Permittee shall submit City approved final Stormwater Control Plan (SWCP) that complies with the latest Municipal Regional Stormwater NPDES Permit, including Low Impact Development (LID) Section C3.c.i.(2)(b) measures for harvesting and reuse, infiltration, or evapo-transpiration, for City's review and approval by the Engineering Department.
31. Photometric Analysis: Permittee shall submit streetlight photometric analysis for City's review and approval by the Engineering Department along California Circle that meet the Illuminating Engineering Society of North America (IESNA), RP8, for roadway and sidewalk lighting standards and City standard design guidelines.
32. 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.
33. 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 public improvement cost estimates as prepared by the Permittee's engineer.

PRIOR TO FINAL MAP APPROVAL/RECORDATION

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

35. Dedication on the Final Map: Permittee shall dedicate necessary emergency vehicle access easements, public service utility easements, street easements, public access easement and other public easements deemed necessary for the project.
36. Abandonment/Quitclaim Easements: Permittee shall abandon/quit claim existing easements that are in conflict with or unnecessary for the project.
37. Easements on the Final Map: Permittee shall depict all existing easements to remain based upon current preliminary title report and depict new easements on the final map.
38. Concurrent Off-site Plan Reviews: Permittee shall submit separate off-site improvement plans for City's review and approval by the Engineering Department.

39. Street Name Approval: Permittee shall obtain approval from the City Council for all new street names based upon recommendation from the City Council Ad Hoc Naming Subcommittee and City guidelines.
40. Utility Company Approval Permittee shall obtain approval letters from utility companies (PG&E, AT&T, Comcast) for abandonment of existing and dedication of new public service utilities easements.
41. Demolition of Existing Building: Permittee shall demolish existing buildings/facilities that are in conflict with the new property lines.
42. Covenant, Conditions & Restrictions (CC&Rs): Permittee shall provide CC&Rs for City's review and approval for perpetual maintenance of private roadways, private utilities, stormwater management facilities in accordance with a separately recorded Stormwater Management Facilities Operation and Maintenance Agreement, etc.
43. Subdivision Improvement Agreement and Securities: Permittee shall execute a Subdivision 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).
44. Annexation to the Community Facilities District: Permittee shall submit an executed petition affirmatively consenting to annex the subject property to the Community Facilities District (CFD) 2005-1, and agree to pay the special taxes levied by the CFD 2005-1 for the purpose of maintaining the public services. The CFD annexation process shall be completed prior to final map approval. Permittee shall comply with all rules, regulations, policies and practices established by the State Law and/or by the City with respect to the CFD including, without limitation, requirements for notice and disclosure to future owners and/or residents. This condition of approval is nonseverable from the Permit and invalidation or limitation of this condition invalidates the Permit, condition 42 notwithstanding.

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)*

45. Public Improvement Design Standards: All public improvements shall be designed and constructed in accordance with all applicable public improvement design standards, including but not limited to:
 - a. Milpitas Design Guidelines:
(<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/>);
 - b. Standard details and specifications:
(<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications/>);
 - c. Americans with Disabilities Act (ADA) requirements, where applicable.
46. 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.
47. 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.

48. 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.
49. 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 public (City-maintained) water and sewer mains within on-site private streets and public easements. Please ensure all horizontal and vertical separations meet the CCR title 22 requirements.
 - b) Installation of separate utility service laterals (domestic water, fire service, sanitary sewer) for each residential building at minimum.
 - c) Installation of irrigation water and storm drain utility service laterals for the common-green condominium community.
 - d) Installation of domestic water, irrigation water, fire service, sanitary sewer, and storm drainage utility service laterals for the apartment building parcel.
 - e) Installation of sectional liners on the existing City sanitary sewer main along the California Circle project frontage, development in accordance with the City of Milpitas Sewer Master Plan's recommended capital improvements for California Circle. The fair share payment structure for the sectional liner installation work will be determined prior to the issuance of the building permit.
 - f) 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.
 - g) Installation of sidewalk improvements along the project street frontage on California Circle. All sidewalk design shall comply with applicable City standards and details.
 - h) Installation of new public streetlights along the project frontage. The locations and spacing of streetlights shall comply with applicable City standards and details. The developer shall procure an extra street light pole and deliver to the Public Works Corporation Yard for storage.
 - i) Installation of new stormwater treatment facilities in the vegetated area between the curb and public sidewalk along the project frontage for the treatment of runoff within the area of public improvements. The design of these stormwater treatment facilities shall comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program's Provision C.3 design standards.
 - j) AC Pavement base repair, as needed and identified by the Public Works inspector, microsurfacing and pavement restriping the full width of California Circle frontage to the satisfaction of the City Engineer.
50. 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.

51. 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.
52. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.
53. 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.
54. Pothole Encroachment Permit: Due to multiple new utility service connections along the project frontage, Permittee shall pothole and verify all potential utility crossing conflict as part of the public improvement plan during the design stage.

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)*

55. Final Map Recordation: Permittee shall record the final map.
56. 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.
57. 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).
58. 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.
59. NPDES Compliance: The project shall comply with the requirements of the National Pollution Elimination Discharge System (NPDES) permit as administered by the California State Water Resources Control Board and the San Francisco Bay Regional Water Quality Control Board. The project is required to meet the performance standards within the permit. Specifically the project shall incorporate, at a minimum, stormwater treatment measures that meet the numeric sizing requirements for pollutant removal.
60. 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.
61. 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.

62. 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.
63. 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.
64. 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.
65. Flood Plain Management: This project is in the Flood Zone "AH" with base flood elevation 15ft above mean sea level, 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 obtain a CLOMR-F, when possible, from FEMA for the development. Lack of documentation will not preclude occupancy release.
66. Mailboxes: The Permittee shall obtain information from the US Postal Services regarding placement of required mailboxes. Structures to protect mailboxes may require Building, Engineering and Planning Department review.
67. Development Fees: Permittee shall pay the following development fees. The information listed in items "a" through "i" 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.
- Parkland Impact Fee
 - The project is required to dedicate 2.56 acres of parkland, equivalent to \$5,921,071.60 fees-in-lieu.
 - The applicant will receive credit for 0.87 acres of private recreation space on site. Upon demonstration of provision of this private recreation space to the satisfaction of the Direction of Planning or his/her designee, \$3,912,520.00 in parkland fees will be due, per table below.

Pulte Townhomes and Apartments Proposed	206
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CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Authorizing the Purchase of a Cleaning and Excavation Truck from Owen's Equipment through a Sourcewell Cooperative Purchase (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	10/1/2024
Recommendation:	Adopt a resolution authorizing the purchase of a cleaning and excavation truck for the Public Works Department from Owen's Equipment through a Sourcewell Cooperative Purchase Agreement in an amount not-to-exceed \$677,713.

BACKGROUND:

The Public Works Utilities Water Division (Division) is responsible for the maintenance and repairs of the City water distribution system. The City's existing potable water system includes the following major facilities: five turnouts, one emergency groundwater well, three emergency interties, five storage reservoirs, five pump stations, 17 pressure-reducing valves (PRVs), and approximately 183 miles of pipelines and over 17,000 service connections.

The Division is currently equipped with one (1) combination cleaning and excavation truck for hydro-excavation of emergency water main and service line repairs. Unit 431U-2006 is 18 years old with 147,767 miles; approximately \$216,960 has spent to date on maintenance including major repairs. The unit has been out of service since early July due to a failed blower. Staff secured a rental unit while the repair is being made which is anticipated to be completed by the beginning of October.

ANALYSIS:

The Utilities Water Division manages 183 miles of water main lines and over 17,000 service connections. In such a large system, leaks are inevitable and require immediate attention to mitigate water loss and property damage. The hydro-excavator is considered an emergency response vehicle and is a critical component to any water leak repair. It allows our crews to work more safely and effectively, therefore reducing customer downtime and ensuring adequate water service delivery.

The Public Works Department recommends the purchase of one (1) cleaning and excavation truck from Owen's Equipment for hydro-excavation of emergency water main and service line repairs through a Sourcewell Cooperative Purchase Contract. The purchase of this unit will enable timely, effective, and efficient repairs of the City's water pipeline system.

Consistent with Section I-2-3.05 of the Municipal Code, which authorizes the Purchasing Agent to make purchases based upon an agreement or cooperative purchasing program entered into by another public agency, the Purchasing Agent has reviewed all the documentation from Sourcewell and has determined the underlying agreement or program was made utilizing competitive negotiation or procurement procedures at least as restrictive as the City's, and the price quoted is the same as offered in the original contract.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve the purchase.

Pros: None

Cons: Staff will need to rely on renting a combination truck to continue operations.

Reason for Not Recommending: The rental for this equipment runs \$5,000 per week which is a significant drain on the operations budget.

FISCAL IMPACT:

Funding for this purchase is available in the Equipment Replacement Fund (\$300,000) with the remaining balance funded from CIP 7140 - Cross Connection Program (\$377,713). The funding source for CIP 7140 is Water Capital Surcharge. As of 9/24/2024, the available balance for CIP 7140 is \$644,440.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This action does not constitute a "project" within the meaning of Public Resources Code Section 21065 and/or the California Environmental Quality Act (CEQA) Guidelines Section 15060(c)(2), 15262, and/or 15378 as it has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and, moreover, is an administrative action related to the purchase of supplies within the meaning of CEQA Guidelines Section 15378(b)(2). Even if this activity is a project for CEQA analysis, it falls within the "Common Sense" CEQA exemption set forth in CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. No unusual circumstances exist and none of the exceptions under CEQA Guidelines Section 15300.2 apply.

RECOMMENDATION:

Adopt a resolution authorizing the purchase of a cleaning and excavation truck for the Public Works Department from Owen's Equipment through a Sourcewell Cooperative Purchase Agreement in an amount not-to-exceed \$677,713

ATTACHMENT(S):

- (a) Owen's Equipment quote
- (b) Resolution

Presents a

Proposal Summary

2100i

Truck Mounted Single Engine
Combination Sewer Cleaner

For
City of Milpitas



BASIC

MODEL

Vacuum System	Roots 824-18 Blower	Debris Body Capacity (cu.yd.)	12.00
Model Type	Combo	Water Capacity	1300
Water Flow	80.00	Water Pressure	2500
Chassis Source	Customer	Water Tank Material	Aluminum
Controls		Blower High Temp Shutdown	true

CHASSIS

CUSTOMER-ITL	Customer Supplied HV607, 6x4, L9 370, Auto, 66000 GVWR	0
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STANDARD FEATURES

011iSTD	Aluminum Fenders
012iSTD	Mud Flaps
014iSTD	Electric/Hydraulic Four Way Boom
016iSTD	Color Coded Sealed Electrical System
019iASTD	Intuitouch Electronic Package
020iSTD	Double Acting Hoist Cylinder
025iASTD	Handgun Assembly
026iSTD	Ex-Ten Steel Cylindrical Debris Tank
030iSTD	Flexible Hose Guide
032iSTD	(3) Nozzles with Carbide Inserts w/Rack
045iSTD	Suction Tube Storage
046iSTD	1" Nozzle Pipe
048iSTD	10' Leader Hose
1001iSTD	Flat Rear Door w/Hydraulic Locks
1005iSTD	Dual Stainless Steel Float Shut Off System
2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator
2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
2022iSTD	Additional Water Tank Sight Gauge
2023iSTD	Liquid Float Level Indicator
3019iSTD	Digital Water Pressure Gauge



4006iSTD	Front Joystick Boom Control
4010iSTD	Boom Hose Storage
4017iSTD	Boom Out of Position Message and Alarm
5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
5011iSTD	3"Y -Strainer @ Water Pump
5015iSTD	Midship Handgun Coupling
5019iSTD	Chassis Engine Cooling Package
5022iSTD	Side Mounted Water Pump
6005iDSTD	Digital Hose Footage Counter
6007iSTD	Hose Reel Manual Hyd Extend/Retract
6009iSTD	Hose Reel Chain Cover
6017iSTD	Hydraulic Tank Shutoff Valves
6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity
7001iSTD	Tachometer/Chassis Engine w/Hourmeter
7003iSTD	Water Pump Hour Meter
7004iSTD	PTO Hour Meter
7005iSTD	Hydraulic Oil Temp Alarm
7007iSTD	Tachometer & Hourmeter/Blower
8000iSTD	Circuit Breakers
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn
9002iSTD	Tow Hooks- Front and Rear
9003iSTD	Electronic Back-Up Alarm
i110STD	Module Paint- DuPont Imron Elite - Wet on Wet
S390ASTD	8" Vacuum Pipe Package
S560STD	Emergency Flare Kit
S590STD	Fire Extinguisher 5 Lbs.
1011iSTD	Microstrainer Prior to Blower
1024iSTD	Debris Body Vacuum Relief System
1031iSTD	Debris Deflector Plate
1033iSTD	60" Dump Height
1041iSTD	Debris Body-Up Message and Alarm



BOOM

4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
4013i	Rotatable Boom Inlet Hose
4014i	180 deg. 5 x 5 Extendable/Telescoping Boom- 180 deg. 10' Telescopic Boom w/ Hard Hat

DEBRIS BODY

1016iSTD	"Subframe Mounted -2 Pipe Rack -8"
1003i	Debris Body Flushout
1005iA	S.S Float Ball Cage for Float Shut Off System
1010iA	Pump Off Ports Only
1014i	Centrifugal Separators (Cyclones)
1015i	Folding Pipe Rack – Curbside -8" Pipe
1015iA	Folding Pipe Rack – Streetside -8" Pipe
1022i	Rear Door Splash Shield
1023i	Lube Manifold, with Lube Chart
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief
4020i	Anti Splash Valve- Body Inlet
1015iBFSTD	Fixed Rear Door Pipe Rack -8" Pipe

VACUUM OPTIONS

3015i	Front Blower Controls
3017i	Blower High Temp Safety Shutdown

REAR DOOR

1008i	6" Rear Door Knife Valve w/Camloc – 3:00 position
1008iA	6" Rear Door Knife Valve w/Camloc w/Port -6:00 position
1009iD	Full Rear Door Swinging Screen

HOSE REEL

6002iB	600' x 1" Piranha Sewer Hose2500 PSI in lieu of STD
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6004iD	Rodder Hose Pinch Roller
6014i	High Pressure Hose Reel
6025iE	Hose Wind Guide (Dual Roller)- Auto- Power Indexing
8030i	Hose Reel Wrapped for Delivery

WATER TANKS

2016i	Additional Water- 1300 Gal Total
3020i	Digital Water Level Indicator
5015i	Handgun Couplers- Front and Rear
6026i	Washington State DOT Legal Front Hose Reel

MISCELLANEOUS

015iSTD	Customer Supplied Chassis Modification Charge
8024i	Amber Lights for Flashing Light Package
9023iA	Safety Cone Storage Rack – Post Style
CM-CUSTOM-2025-01	Chassis Modifications – 2025 CUSTOM Chassis

LIGHTING

8001iM	Rear Directional Control- LED Arrowstick
8004iF	Rear Mounted- LED Beacon Light w/ Limb Guard
8004iG	Front Mounted- LED Beacon Light w/Limb Guard
8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED
8027i	LED Mid-Ship Turn Signals
8028i	Worklights (2)- LED-Boom
8029i	Worklights (2)- LED- Rear Door
8029iA	Worklight- LED- Operators Station
8029iC	Worklight- LED- Passenger Side
8029iD	Worklight- LED- Driver Side
9021iB	Camera System- Front- Rear and Both Sides

PAINT

Cab Paint Color	White
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Module Paint Color	White
i124STD	Vactor 2100i Body Decal- Standard
V-LOGO-APPL.	Vactor Logos – Applied

TOOLBOX

010i	Operator Station Curbside Toolbox – with Lighting
6031i	Front Hose Reel Tool Storage
9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers
9070iB	Long Handle Tool Storage
9071iEL	Toolbox- Behind Cab – 16w 30h x 96d – with Lighting
9072iAL	Toolbox- Driver Side Chassis Frame- 60w x 24h x 24d – with Lighting
9074iAL	Toolbox- Driver Side Subframe- 18w x 24h x 24d – with Lighting

WATER ACCESSORIES

2006i	Air Purge
5008iB	Cold Weather Recirculator – PTO Driven – 25 GPM
5021iC	Hydro Excavation Kit – Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube
6019i	Rodder Pump Drain Valves

WATER SYSTEM

5002iA	80 GPM/2500 PSI Jet Rodder pump
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Sourcewell price for Vactor 2100i.....\$619,623.00
Tax @9.375 %.....\$58,089.66
Total Price FOB Milpitas.....\$677,712.66
Registration and training included

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good until July 14th, 2024. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented. All payments made will be made due to Owen Equipment.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 3-4 Months ARO if Approved While Unit is in Stock **TERMS:** Net 10

Let me know if you need any additional information. I can provide you with a bid spec if you need it. I would welcome the opportunity to set up a demo to show you guys just how easy it is to use our unit. If you have any questions, please give me a call at (916) 947-0986.

Sincerely,

Jordan Slabaugh



LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



9-1-2021



Domestic Sales Terms and Conditions

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Vactor reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Vactor's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Vactor. Vactor shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.





PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Vactor to exercise any of its rights under this agreement shall not constitute a waiver thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:



Date: _____



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING
A PURCHASE OF A CLEANING AND EXCAVATION TRUCK, AND AUTHORIZING
THE CITY MANAGER TO EXECUTE A SOURCEWELL COOPERATIVE PURCHASE
AGREEMENT WITH OWEN'S EQUIPMENT FOR THE PURCHASE FOR A TOTAL
NOT-TO-EXCEED AMOUNT OF \$677,712.66**

WHEREAS, the City of Milpitas seeks to purchase a replacement cleaning and excavation truck to provide a needed maintenance platform for the Public Works Department; and

WHEREAS, Milpitas Municipal Code Section I-2-3.05 ("Public Agency Purchases") authorizes the City Council to award contracts without further competitive procurement otherwise required by the Municipal Code, when the purchase is pursuant to a cooperative agreement or program by another public agency that used competitive negotiation or bidding procedures at least as restrictive as the City's; and

WHEREAS, Municipal Code Section I-2-3.05 specifically authorizes the Purchasing Agent to make such purchases based on an agreement or cooperative purchasing program entered into by a public agency, as defined by Government Code Section 6500, regardless of whether the City is a named party to the agreement or an actual participant in such a program, provided that the underlying purchase was made using competitive negotiation or bidding procedures at least as restrictive as the City's, and that the supplies or general services purchased must be the same and be offered at the same price as the supplies and general services subject to the agreement or program; and

WHEREAS, the City of Milpitas has been a member of National Joint Powers Alliance (NJPA) since 2008. On June 6, 2018, NJPA changed its organization name to Sourcewell and all prior agreements entered into with NJPA have and will continue without impact. Sourcewell is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law Minn. Stat. § 123A.21. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law Minn. Stat. § 471.59 to all member agencies; and

WHEREAS, Owen's Equipment submitted NJPA cooperative pricing meeting the City of Milpitas's specifications for a cleaning and excavation truck for the Public Works Department in the amount of \$677,712.66; and

WHEREAS, the City Council approves a Sourcewell Cooperative Purchase Agreement with Owen's Equipment and authorizes the City Manager to execute purchase agreement of a cleaning and excavation truck in an amount not-to-exceed \$677,713.

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

1. The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. This action does not constitute a "project" within the meaning of Public Resources Code Section 21065 and/or the California Environmental Quality Act (CEQA) Guidelines Section 15060(c)(2), 15262, and/or 15378 as it has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and, moreover, is an administrative action related to the purchase of supplies within the meaning of CEQA Guidelines Section 15378(b)(2). Even if this activity is a project for CEQA analysis, it falls within the "Common Sense" CEQA exemption set forth in CEQA Guidelines Section

15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. No unusual circumstances exist and none of the exceptions under CEQA Guidelines Section 15300.2 apply.

3. The City Manager is authorized to purchase (1) cleaning and excavation truck through a Sourcewell Cooperative Purchase Agreement in an amount not-to-exceed \$677,713.
4. The City Manager is authorized to execute a purchase order with Owen's Equipment to obtain this vehicle, including through a purchase consistent with the quotation provided to Council upon consideration of this item. This is a cooperative procurement through Sourcewell's contract portfolio, relying on a solicitation conducted by the NJPA.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Multalipassi, City Attorney



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive an Update on the Security Improvements at the McCarthy Ranch Sewer Lift Station (Main Lift) and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	10/1/2024
Recommendation:	(1) Receive an update on the security improvements at the McCarthy Ranch Sewer Lift Station; and (2) Determine by a four-fifths vote that the condition continues to constitute an emergency.

BACKGROUND:

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

Consistent with applicable State law and Council Resolution, on July 30, 2024, the Public Works Director declared an emergency and authorized the City to contract with Trofholz Technologies and Diamond Fencing to implement various security and access control improvements to the McCarthy Ranch Sewer Lift Station (Main Lift). Further, within the required timeframe the Public Works Director informed the City Council via [Information Memorandum](#) on July 31, 2024, regarding the emergency authorization, the reasons for the authorization, and the cost for repair in a not-to-exceed amount of \$700,000.

PROJECT/STATUS UPDATE:

The status of the material delivery and project timeline remains the same as last reported. Trofholz Technologies, Inc. will install security cameras, card readers, and motion sensors at the Main Lift facility. Equipment and materials have been ordered and are expected to arrive at the end of September.

Diamond Fence Co., Inc. will demolish and properly dispose of the existing fence, and install approximately 1,760 linear feet of new, code-compliant fencing using ClearVU reinforced panels topped with ribbon wire, integrated into the current gate structure. Materials have been ordered and are anticipated for arrival in 10-12 weeks, with the project completion anticipated in late November.

FISCAL IMPACT:

Funding for these repairs is available in the City’s Capital Improvement Program (CIP) budget. CIP Project 6124 – Sewer Pump Station Rehabilitation Project will fund the installation of security cameras, card readers, and motion sensors. The funding source of this CIP project is Sewer Infrastructure Fund. The available balance as of 9/10/2024 is \$709,287. CIP 6130 – Main Lift Odor Emission Control Project will fund the removal

and replacement of the perimeter fencing. The funding source of this CIP Project are Sewer Infrastructure Fund, and Sewer Treatment Fund. The available balance as of 9/10/2024 is \$596,812

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

RECOMMENDATION:

1. Receive an update on the security improvements at the McCarthy Ranch Sewer Lift Station.
2. Determine by a four-fifths vote that the condition continues to constitute an emergency.

ATTACHMENT(S):

None.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive a Progress Report and Provide Feedback to Staff on Topics and Policy Considerations Related to Phase 2 of the Comprehensive Zoning Ordinance Update. (Staff Contact: Jay Lee, Planning Director, 408-586-3077; and Holly Pearson, Senior Special Projects Associate, 408-609-0072)
Category:	Community Development
Meeting Date:	9/24/2024
Recommendation:	Receive a progress report on work completed to date on Phase 2 of the Comprehensive Zoning Ordinance Update and provide feedback to staff on key issues and policy considerations for Phase 2 of the zoning update work.

BACKGROUND:

In early 2023 the City of Milpitas undertook an effort to comprehensively update the Zoning Ordinance (Milpitas Municipal Code Title XI, Chapter 10), which is the primary implementation tool for the City General Plan regarding land use and urban development. Zoning regulations are a tool to implement the vision and goals for growth and preservation of the City by setting forth rules and standards for what may be built, and what types of uses or businesses may be located where. The City Zoning Ordinance addresses topics such as land uses, administration, and procedures for new development as well as alterations to existing buildings and lots, development standards such as building height and lot coverage, and other important topics such as parking and landscaping.

The City Zoning Ordinance was originally written and adopted in 1955, with the most recent significant update having taken place in 2008. Although there have been multiple ad hoc amendments in recent years in response to changes in state law, zoning practice, and technology, the Zoning Ordinance has not kept pace with changing trends in land use and economics and does not reflect current best practices in planning and development regulations. In addition, it contains many outdated terms and needs to be reorganized to improve clarity and ease of use.

The City of Milpitas and its consultant for the zoning update project, Lisa Wise Consulting (LWC), commenced work on the project in February 2023. The first phase of the zoning update work, which focused on consistency with the updated general plan (Milpitas 2040 General Plan) and the Milpitas Metro Specific Plan, included adoption of the Business Park Research and Development (BPRD) Zone and Metro Area Zones along with updates to the City zoning map. These ordinance and map changes were adopted by City Council on June 18, 2024, and became effective 30 days after that date.

This report and the study session with the City Council focus on the second phase of the zoning update project. This phase consists of detailed update work on the entire Zoning Ordinance: reorganizing the code and making it more user friendly; modernizing the zoning regulations in keeping with changes in state and federal law, current market and economic realities (particularly post-COVID), and best practices in land use planning; incorporating changes that will implement various City policy documents, such as the Climate Action Plan and the Housing Element; and promoting more compact, mixed-use and transit-oriented development in appropriate areas of Milpitas.

The full zoning update will take approximately two and a half years to complete, with the goal of having the updated Zoning Ordinance adopted by the City Council by the summer of 2025.

ANALYSIS:

Background work on the second phase of the comprehensive zoning update began in late 2023. The process of planning the reorganization and revision of the existing Zoning Ordinance contributed to the preliminary identification of topics for further study and public input. While it is anticipated that many sections of the existing code will be carried over to the new Zoning Ordinance format and structure without substantial changes, other sections will be completely rewritten. In addition, several new sections will be added to the updated code, addressing topics that are not currently part of the City Zoning Ordinance.

The recent online community survey (discussed in further detail below) and a study session held with the Planning Commission on August 28, 2024 were focused on topics in the zoning code that are expected to undergo significant changes as compared to the existing code, as well as topics not currently addressed to be added as part of the Phase 2 update. Comments from the Planning Commission are presented below for consideration and further discussion by the City Council.

Online Community Survey

In June, the City and LWC launched an online survey to gather feedback from the Milpitas community to inform the second phase of the zoning ordinance update. The survey was intended to give Planning staff and the project consultant an understanding of community perspectives on specific topics to be addressed through the zoning update. The survey was developed and published through Survey Monkey, and was active from June 21 to July 14, 2024.

The survey was successful in gathering detailed comments on subject matter related to the comprehensive zoning update from a large number of Milpitas residents, workers, and property owners. In total, 83 responses to the survey were received. Over 90 percent of survey respondents were Milpitas residents, while 12 percent reported being employed in Milpitas. Twelve percent identified themselves under the category of property owners, landlords, or property managers.

The survey included 20 questions and took approximately five to eight minutes to complete. Responses were anonymous, allowing participants to provide feedback to the City without identifying themselves by name.

The survey results were aggregated and summarized in the *Comprehensive Zoning Ordinance Update Online Community Survey Report*, included as Attachment A. The report is also available for public review on the Zoning Update project website (www.milpitaszoningupdate.org).

Zoning Update Key Policy Topics

Based on the online community survey results, staff and LWC selected four important topics for further discussion and input by the Planning Commission and City Council. These are areas that are expected to have substantial changes to the current Zoning Ordinance. Comments made by the Planning Commission on each of the four topics at the August 28 study session are summarized in Attachment B, the *Planning Commission Study Session Phase 2 Summary*.

Parking Requirements

The current Zoning Ordinance standards for the number of off-street parking spaces required for various land uses (MMC Section XI-10-53) are outdated and are not consistent with current best planning practices. Current City parking requirements are based on a car-centric model of development common in decades past for the South Bay and other suburban portions of the San Francisco Bay Area. However, the suburban sprawl model, which assumes abundant land availability, inexpensive land and development costs, and private vehicles as the sole mode of transportation, has proven to be highly unsustainable and resulted in a multitude of problems at the City and regional levels. These include traffic congestion, long commute times for workers, and air pollution and greenhouse gas emissions from vehicle exhaust.

One of the City's most important objectives for the Comprehensive Zoning Ordinance Update is to revise and modernize off-street parking requirements, bringing them into alignment with commonly recognized best practices in the land use planning field. This objective is supported by many already-adopted City of Milpitas policies in the General Plan, Climate Action Plan, and other policy documents. The State of California is also taking an increasingly active role in limiting local governments' ability to require parking for new development or

building expansions on existing properties, especially when these development sites are located within reasonable proximity to public transit.

Updating and modernizing the parking standards in the Zoning Ordinance will mean modest reductions to the existing parking requirements for most land use types, which are higher than needed according to current best practices for land use planning in the Bay Area and nationwide. Creating appropriate parking requirements is closely tied to, and has a significant effect on, City efforts to promote more sustainable forms of transportation, such as public transit, walking and bicycling, as a viable and convenient alternative to private vehicle trips. It is important to note that although some cities have been very aggressive about reforming parking requirements – in some cases eliminating minimum parking requirements altogether and/or imposing *maximum* parking requirements – a more moderate approach is envisioned for Milpitas. Staff and LWC are currently proposing to establish lower minimum parking ratios for many residential, commercial, and industrial land uses that are more in line with actual parking demand as well as with adopted City policy objectives.

Zoning Regulations for Off-Street Parking: Current Trends

Cities are increasingly recognizing the unintended negative consequences of requiring large quantities of off-street parking for new development projects and expansions of existing developments (see “Parking Discussion/Analysis” handout provided as Attachment C). Although it may initially seem counterintuitive, abundant parking supply does *not* alleviate traffic congestion and parking shortages in the long run, but rather tends to contribute to a negative cycle of automobile dependency in a city or region. This cycle is characterized by generous parking supply, which leads to sprawling development patterns and automobile-focused land use and transportation planning, which in turn leads to a lack of viability of other transportation options and increased reliance on automobiles.

In addition to these supply-related issues, providing off-street parking spaces is expensive and creates a substantial cost burden for developers. An article published in June 2022 by the Silicon Valley Bicycle Coalition reported that the cost to construct a single parking space in San José ranges from \$30,000 (for open surface parking lots) to \$100,000 (for underground parking garages).¹ The high cost of providing parking is passed along to homeowners, renters, and consumers in the form of higher home prices and rents, more expensive goods, and higher taxes.

In response to these negative consequences of excessive parking requirements, many cities in California and throughout the U.S. have shifted to a new approach to planning for off-street parking. Current best practices recognize that parking requirements are best designed with the specific site and location context in mind, and that many options are available that decrease overall parking demand. These include sharing parking among different land uses and implementing measures to reduce vehicle trips (transportation demand management). Reducing or even eliminating minimum parking requirements allows more flexibility for developers and property owners to determine how much parking is needed for their sites and can result in more efficient use of land, significantly reduce development costs, and improve the viability and convenience of other transportation options such as public transit, bicycling, and walking. The map provided as Attachment D illustrates the growing trend of U.S. cities that have reduced or eliminated parking requirements in their zoning codes.

Nonconforming Uses and Buildings

It is standard practice for local zoning ordinances to include provisions for nonconforming uses and buildings, i.e., those that were legally established in the past under zoning regulations in effect at that time, but that no longer comply with current zoning regulations in one or more areas (allowed use types, building setbacks, required parking spaces, or any other aspect of the zoning regulations). Nonconforming conditions with respect to land uses and built conditions are common in all local jurisdictions, including Milpitas. The City Zoning Ordinance currently includes a section on nonconforming buildings and uses (MMC Section XI-10-56), which governs allowed changes of use as well as building or site modifications for legal nonconforming properties.

Planning staff and LWC are considering potential changes to the current regulations for nonconforming uses and buildings under the zoning code. On one hand, the intent of nonconforming use regulations is to allow for the continued economic viability of nonconforming properties by allowing new uses or activity types to be

¹ “San Jose Abolishes Parking Minimums,” Silicon Valley Bicycle Coalition, June 28, 2022.
<https://bikesiliconvalley.org/news/2022/6/sanjoseparkingminimum>

established, as well as to allow for reasonable maintenance and upkeep of these properties, while encouraging nonconforming conditions to be “phased out” over time and to be replaced with uses and built conditions that conform to current zoning requirements. On the other hand, overly restrictive nonconforming use standards can preclude the productive use of older building stock and create an undue burden for property owners.

The City seeks to balance these competing objectives by adopting flexible and reasonable standards and requirements for nonconforming properties that allow for ongoing use and economic viability, as long as uses in and improvements to nonconforming buildings do not create adverse impacts on adjacent properties or surrounding neighborhoods. For example, the City is considering how much flexibility should be applied in situations where a new use or activity is proposed on an existing property that does not have the amount of parking currently required under the zoning regulations for that use.

Sustainable Building Standards and Incentives

Over the past two decades, the movement for a greener, more sustainable built environment has gained momentum in the Bay Area as well as around the nation. California has been a leader in pioneering local building and zoning codes for sustainable building construction that apply both to new development and existing building renovations. The California Building Code includes baseline requirements for energy efficiency, water efficiency, and other standards for sustainable building. Most local jurisdictions, including Milpitas, incorporate State building codes into their municipal codes by reference. However, cities also have the option to introduce more stringent requirements and/or incentives for green building than those required under the State code.

Based on the goals of the City’s adopted Climate Action Plan and General Plan Conservation & Sustainability Element – coupled with recent accelerations in local climate change impacts such as extreme heat and increased occurrence and severity of wildfires – the need for strong sustainability standards for the built environment is greater than ever. Planning staff and LWC are interested in incorporating incentives into the updated Zoning Ordinance (voluntary, non-mandated actions) to improve the level and quality of sustainable building that is proposed for development projects in Milpitas.

Single-Family Residential Design Standards

The City recently adopted a set of detailed Objective Design Standards that apply to multi-family residential projects and mixed-use projects (more than one type of land use integrated into a single development site, usually a combination of residential and commercial [office, retail, commercial services, etc.]). However, there are currently no adopted design standards that apply to single-family homes, whether newly constructed units or alterations/additions to existing homes.

Design standards can serve to improve the visual quality of new development, thereby preserving and enhancing the character of existing residential areas. Planning staff and LWC intend to incorporate some degree of new single-family residential design standards into the updated Zoning Ordinance. The goal is to create clear, easy-to-interpret standards that allow appropriate flexibility for designers, do not impose excessive burden or cost on homeowners, and protect privacy and quality of life for neighboring properties.

Discussion Questions

Staff requests input from the City Council on the policy topics outlined above, taking the online community survey results into consideration. The following questions are suggested as the basis for discussion:

PARKING

- (1) What are the most appropriate ways for the City to structure parking requirements for new or modified development, such that the requirements are sufficient to meet demand, but not excessive?
- (2) How can parking requirements for new development, expansions of existing buildings, and changes of land use be designed to accommodate the needs of residential and commercial areas, while also supporting other critical City policy objectives, such as encouraging a more sustainable relationship between land use and transportation and meeting the City’s mandatory greenhouse gas reduction targets?

NONCONFORMING USES AND BUILDINGS

- (3) How can the City best balance the rights and interests of owners of nonconforming properties, the need to allow for continued productive use of nonconforming buildings, and the benefits of implementation of current zoning regulations – especially with respect to buildings and properties that do not conform to current parking requirements in the zoning code?

SUSTAINABLE BUILDING STANDARDS AND INCENTIVES

- (4) Should the City do more to encourage state-of-the-art sustainable building practices for new construction and modified/expanded buildings in Milpitas?
- (5) If yes, what are the best strategies for encouraging high-level sustainable building through the zoning code?

SINGLE-FAMILY DESIGN STANDARDS

- (6) How might design standards be used to improve the visual quality and neighborhood compatibility of new and modified single-family homes in Milpitas?
- (7) What are the most appropriate design elements for single-family homes to be addressed through design standards in the zoning code?

PUBLIC OUTREACH:

The Zoning Advisory Group (ZAG), whose members include citizen representatives from various City boards and commissions, met on April 22, 2024, to discuss topics to be addressed through Phase 2 of the zoning update. This meeting was held early during the Phase 2 timeline and allowed ZAG members to contribute feedback about several key topics for the updated Zoning Ordinance, including new and updated definitions for land uses, alternative parking strategies, and transportation demand management. The ZAG meetings are also open to the general public.

The main community engagement strategy to date for Phase 2 of the zoning update was the outreach conducted to promote the online survey. City staff used a variety of outreach methods to publicize the online survey obtain a large number of responses that reflect a wide range of demographics and viewpoints in the community. These included messages sent to the project email list, announcements on the City's social media channels, and a request for the City's Zoning Advisory Group to assist with spreading the word. Planning staff also conducted in-person community outreach for the survey by tabling at locations such as the Milpitas Farmers' Market, the Milpitas Public Library, the Barbara Lee Senior Center, and the Milpitas Community Center.

Throughout the second phase of the zoning update project, the City will continue to use its social media channels (NextDoor, YouTube, X, Facebook, etc.) as well as the project email list to share information about the Comprehensive Zoning Ordinance Update, announce opportunities for community involvement, and invite public comments.

POLICY ALTERNATIVES:

This is an informational item for Council feedback and is one of several sessions for providing Council with the progress of the Comprehensive Zoning Ordinance Update project.

FISCAL IMPACT:

This is an informational item. As such, there is no fiscal impact.

California Environmental Quality Act (CEQA):

This study session does not commit the City or even the City Council or Planning Department to a definite course of action with respect to the ongoing study of potential Zoning Ordinance reforms, and this activity does not

constitute a “project” within the meaning of Public Resources Code Section 21065 and/or the California Environmental Quality Act (CEQA) Guidelines Section 15060(c)(2), 15262, and/or 15378. Even if this activity is a project for CEQA analysis, it falls within the “Common Sense” CEQA exemption set forth in CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. No unusual circumstances exist and none of the exceptions under CEQA Guidelines Section 15300.2 apply. Appropriate CEQA analysis will occur prior to the City committing to any particular Zoning Ordinance changes as part of the formal pre-adoption process.

RECOMMENDATION:

Receive a progress report on work completed to date on Phase 2 of the Comprehensive Zoning Ordinance Update and provide feedback to staff on key issues and policy considerations for Phase 2 of the zoning update work.

ATTACHMENTS:

- (a) Online Community Survey Report for Comprehensive Zoning Ordinance Update
- (b) Planning Commission Study Session Phase 2 Summary
- (c) Parking Discussion/Analysis Handout, prepared by Lisa Wise Consulting (LWC) for the Town of Mammoth Lakes
- (d) Map - Parking Reform Throughout the United States



COMPREHENSIVE ZONING ORDINANCE UPDATE

ONLINE COMMUNITY SURVEY REPORT

Prepared for:

City of Milpitas
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Milpitas, CA 95035



Prepared by:

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Introduction

Comprehensive Zoning Ordinance Update

The City of Milpitas is leading a comprehensive update of its Zoning Ordinance (Municipal Code Chapter XI-10 Zoning), which is the primary implementation tool for the General Plan regarding land use. The Ordinance was written and adopted in 1955, and most recently updated in 2008. Although there have been multiple ad-hoc amendments in recent years in response to changes in state law, zoning practice, and technology, the Zoning Ordinance has not kept pace with changing land use trends and does not reflect current best practices. The objectives of the Zoning Ordinance Update are to:

- Modernize the Zoning Ordinance;
- Make the Zoning Ordinance more user-friendly;
- Ensure consistency across all applicable City documents; and
- Promote more compact, mixed-use and transit-oriented development types, where appropriate.

Community outreach and engagement are an integral part of this effort. Various outreach events and tools have been used to inform the community and gather input on the Zoning Ordinance Update project since April 2023 including a project website (www.milpitaszoningupdate.org), stakeholder interviews, Zoning Advisory Group meetings, a public workshop, press releases, social media and email updates, and meetings with a Technical Advisory Committee and City staff.

Survey

In June 2024, Lisa Wise Consulting, Inc. (LWC) and the City of Milpitas (City) published an online survey to gather feedback from the community on the Zoning Ordinance Update. The survey was intended to provide a better understanding of the community's perspective on specific topics to better inform the Zoning Ordinance Update. Input from the survey will help the City and LWC develop the most effective and appropriate Zoning Ordinance to achieve the community's vision and goals for Milpitas.

Methodology

To reach the greatest number and broadest cross section of individuals, the survey was developed and posted on Survey Monkey, one of the most popular and accessible online survey platforms. It was active for 25 days between June 21, 2024 and July 14, 2024.

The survey included introductory and explanatory text to guide and inform respondents as they answered each question. In this report, text that introduced or provided context in the survey is presented in blue following the subject heading. The complete survey is attached (see Attachment 1) and was divided into the following 10 sections:

1. **Identity** – Respondents were asked some questions about their identity, residency, and property or business ownership/status in Milpitas.

2. **Transportation Demand Management** – Respondents were asked to provide their opinion on appropriate methods and strategies for Transportation Demand Management (TDM) in Milpitas.
3. **Alternative Parking Strategies** – Respondents were asked to provide their opinion on appropriate methods and strategies for alternative parking strategies in Milpitas.
4. **Housing Incentives** – Respondents were asked to provide their opinion on providing housing incentives through the City's Zoning Ordinance.
5. **Sustainability Incentives** – Respondents were asked to provide their opinion on providing sustainability incentives through the City's Zoning Ordinance.
6. **Nonconforming Uses and Buildings** – Respondents were asked to provide their opinion on utilizing nonconforming uses and buildings with or without adequate parking.
7. **Home-Based Businesses** – Respondents were asked to provide their opinion on regulating home-based businesses.
8. **Single-Family Residential Design Requirements** – Respondents were asked to provide their opinion on design standards and the current front yard paving requirement for single-family residential properties.
9. **Public Notifications** – Respondents were asked to indicate the method of public notification they prefer.
10. **Write-In** – Respondents were given the opportunity to provide a write-in response on any subject.

The survey, which was developed in collaboration with City staff, included 20 questions and took five to eight minutes to complete. The survey was completely voluntary and confidential. No personally identifiable information was collected, and results are presented only in aggregate form where no comments could be attributed to any one individual.

The survey generated 83 responses from residents, property owners, business owners, and other community members.

Survey Results

The online survey successfully engaged 83 community members in the City's Zoning Ordinance Update outreach effort. Responses to each question are summarized below.

Identity

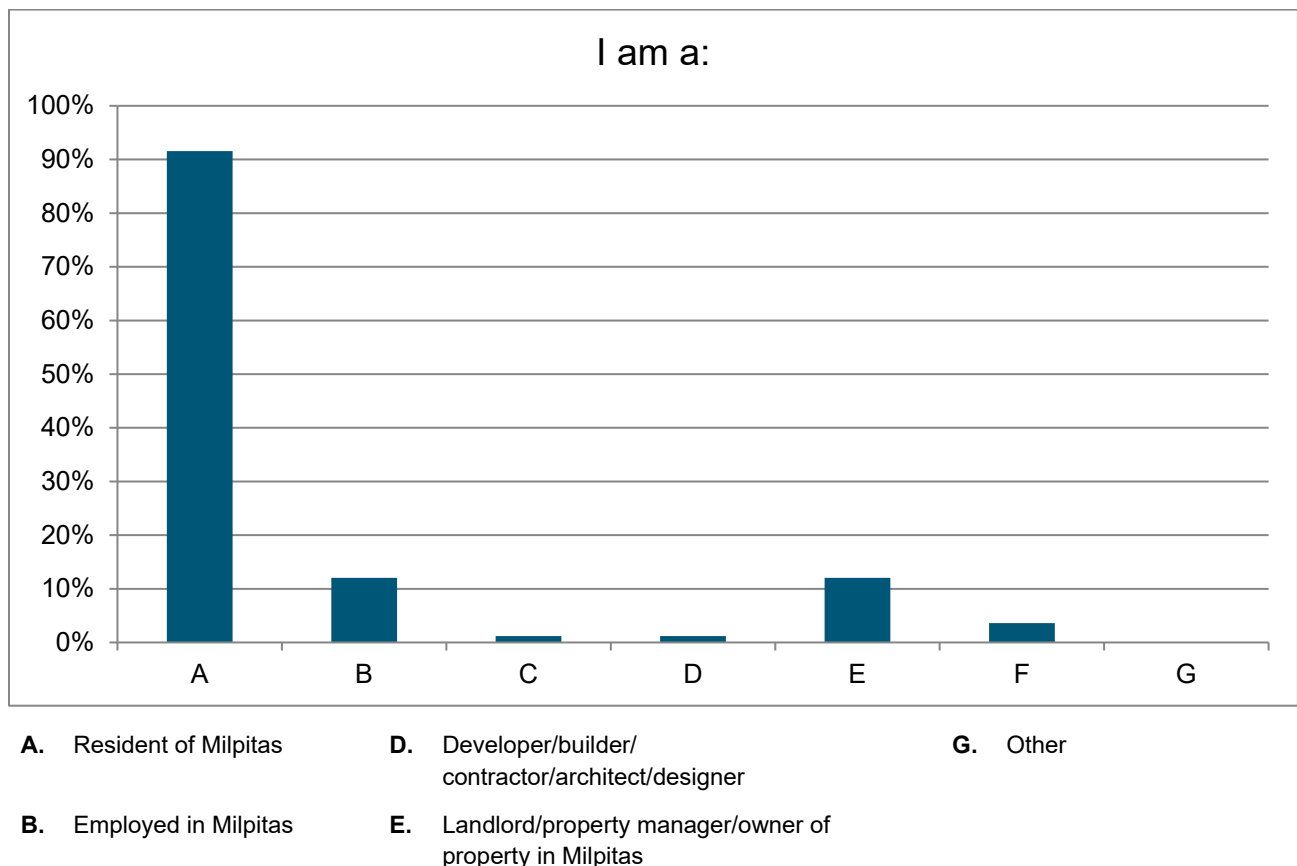
Most respondents (91.5%) were residents of Milpitas, with 56.5% having lived in the city for more than 10 years. 82% of respondents own their homes. The age of respondents was distributed relatively evenly among the 25-34, 45-54, 55-64, and 65+ age groups; however, the largest age group for respondents (26.5%) was 35-44 years old.

Question #1: I am a: *Select all that apply.*

Results:

- 91.5% selected "Resident of Milpitas" as an applicable identity.
- 12% identify as "Employed in Milpitas". Another 12% identify as "Landlord/property manager/owner of property in Milpitas".

FIGURE 1 – SURVEY RESPONDENTS



C. Student in Milpitas

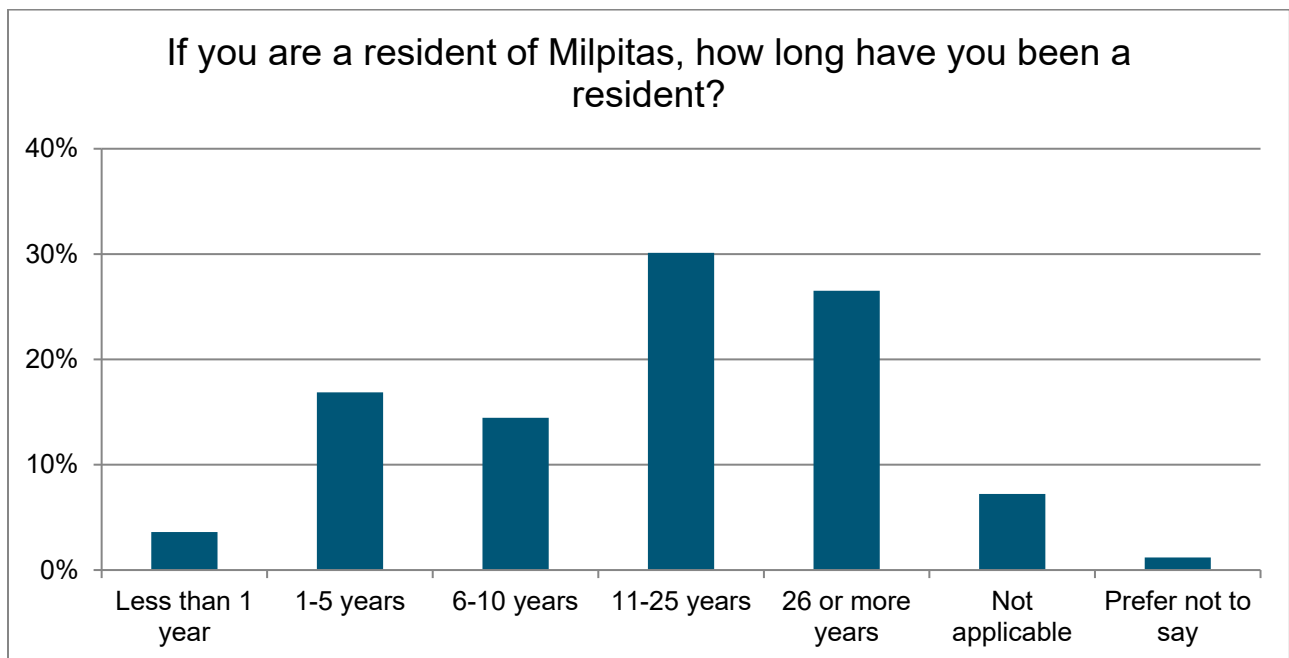
F. Owner/operator of a Milpitas business

Question #2: If you are a resident of Milpitas, how long have you been a resident?

Results:

- 30% have been residents of Milpitas for 11-25 years.
- 56.5% have been residents of Milpitas for more than 10 years.
- 31% have been residents of Milpitas for 1-10 years.

FIGURE 2 – LENGTH OF RESIDENCY

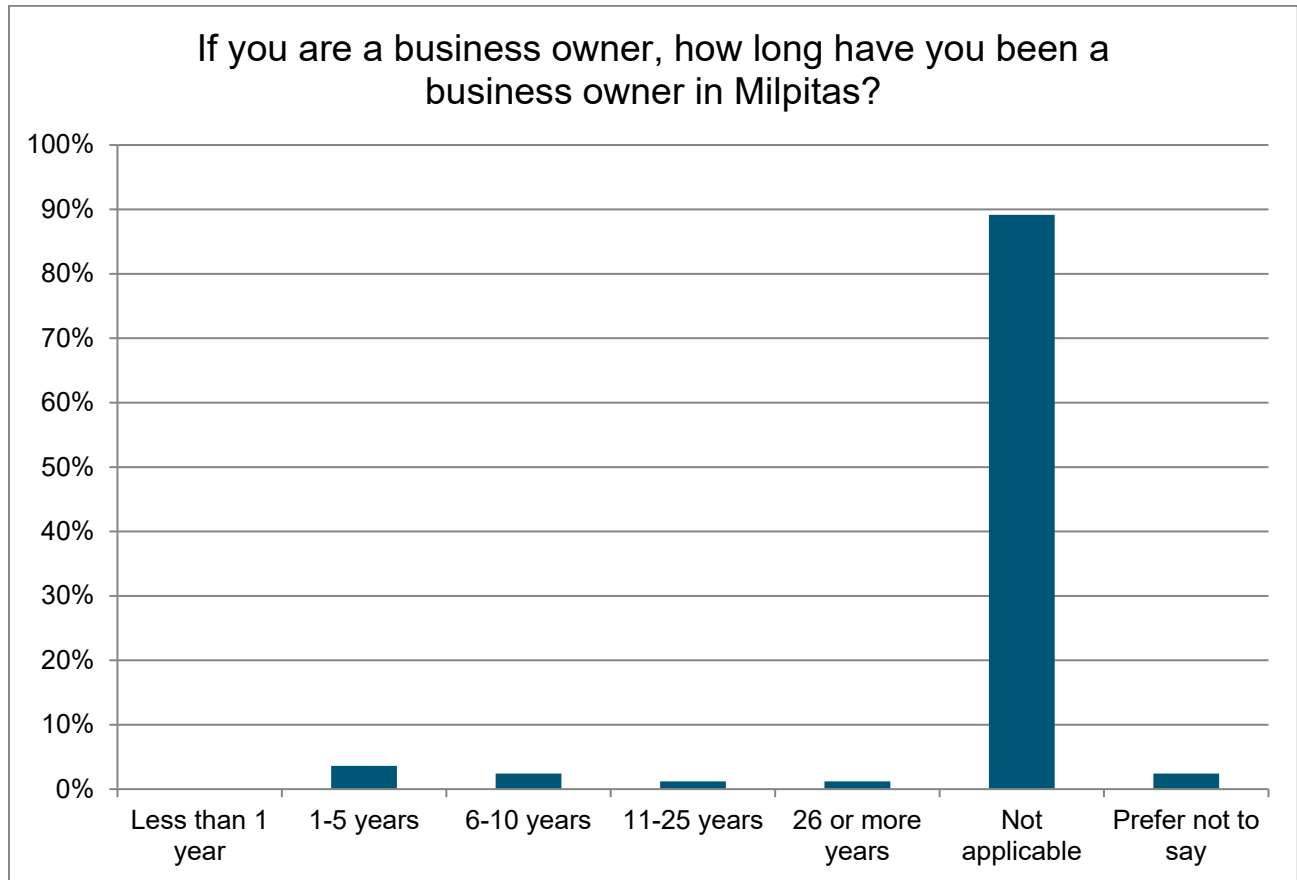


Question #3: If you are a business owner, how long have you been a business owner in Milpitas?

Results:

- 89% selected “not applicable”.
- The length of ownership range most common was 1-5 years (3.5%) followed by 6-10 years (2.5%).

FIGURE 3 – LENGTH OF LOCAL BUSINESS OWNERSHIP

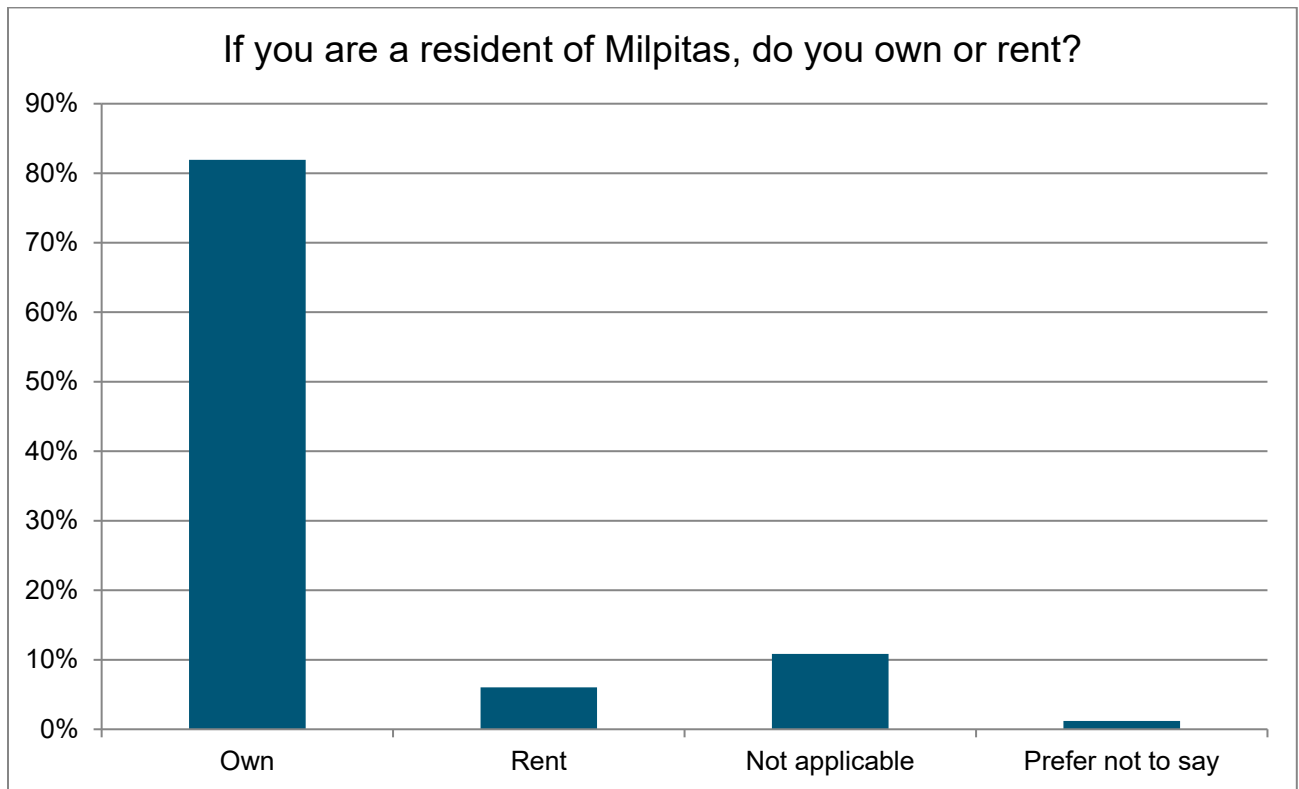


Question #4: If you are a resident of Milpitas, do you own or rent?

Results:

- 82% own their homes.
- 6% rent their homes.
- 11% selected “Not applicable”.

FIGURE 4 – HOME TENURE

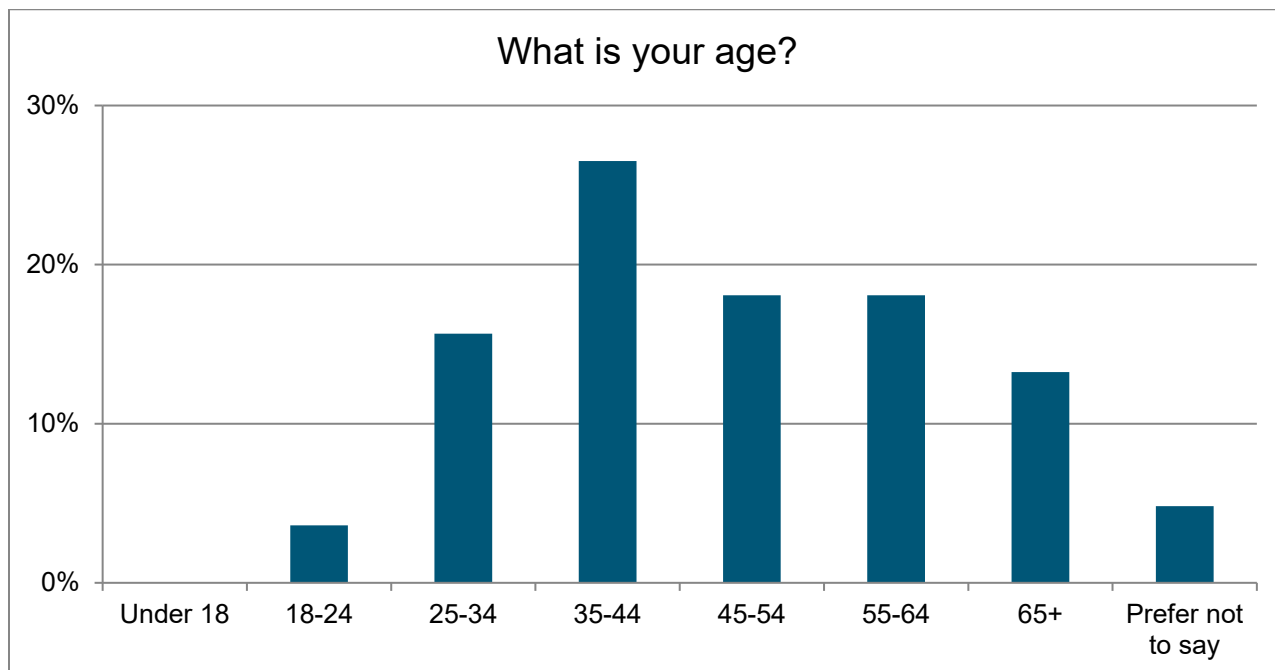


Question #5: What is your age?

Results:

- 26.5% are aged 35-44.
- 31.5% are over 55.
- 19.5% are under 35.

FIGURE 5 – RESPONDENT AGE



Transportation Demand Management

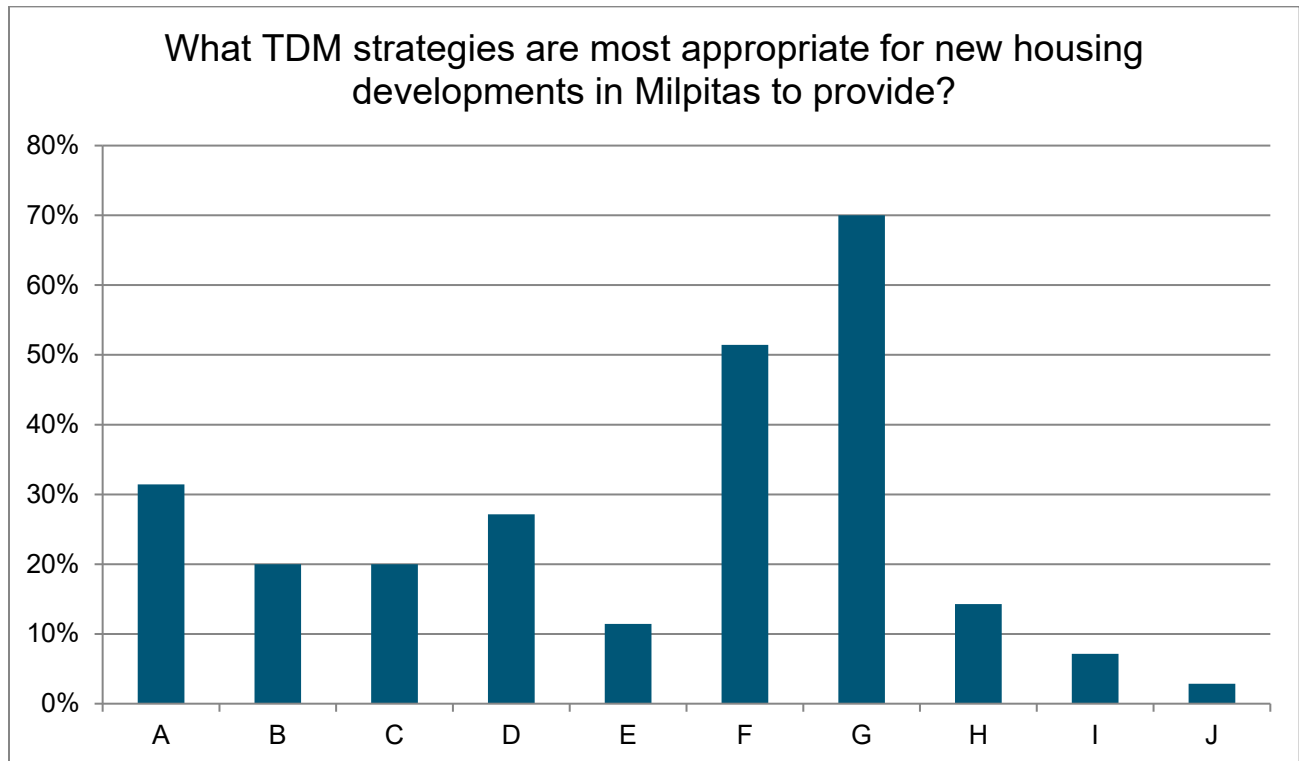
Transportation Demand Management (TDM) strategies aim to reduce vehicle trips and traffic congestion without building more roads. Cities can require TDM strategies for new development projects.

Question #6: What TDM strategies are most appropriate for new housing developments in Milpitas to provide? Select all that apply.

Results:

- The most popular TDM strategies for housing developments were:
 - Require developers to pay funds for or build local transit, pedestrian and bike facilities, and/or infrastructure (70%).
 - Active transportation gap closure (e.g., ensure pedestrian paths and bicycle lanes connect to the project site) (51.5%).
 - Transit pass subsidies for residents (31.5%).
- The least popular TDM strategies for housing developments were:
 - Other (14.5%).
 - On-site bicycle repair (11.5%).

See next page.

FIGURE 6 – APPROPRIATE TDM STRATEGIES FOR NEW HOUSING DEVELOPMENTS

A. Transit pass subsidies for residents

E. On-site bicycle repair station

I. None / not applicable

B. On-site car share

F. Active transportation gap closure (e.g., ensure pedestrian paths and bicycle lanes connect to the project site)

J. I don't know

C. Unbundle parking (i.e., separating the price of a parking space from the base rent or sale price of an apartment or condominium)

G. Require developers to pay funds for or build local transit, pedestrian and bike facilities, and/or infrastructure

D. On-site bicycle share or micromobility (e.g., bike, scooter, other lightweight small/personal vehicles) program participation for residents

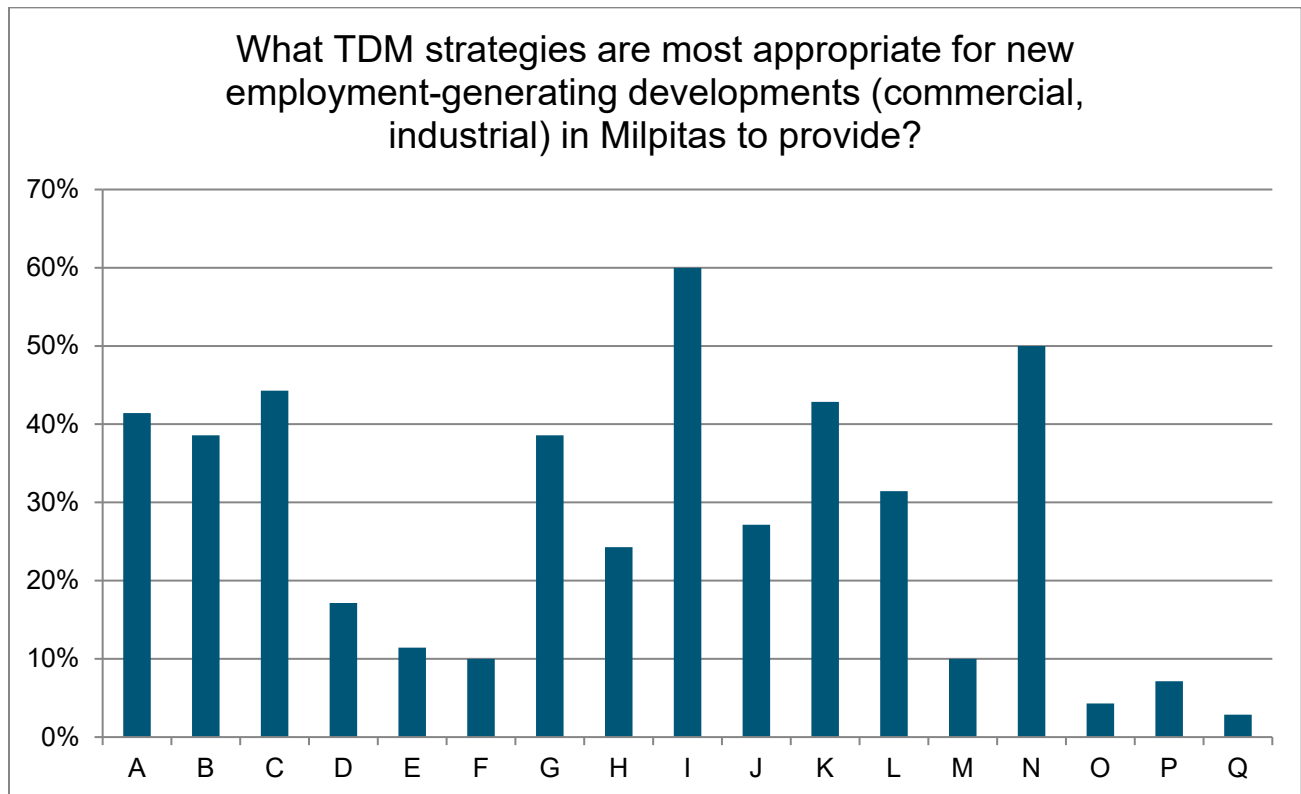
H. Other

Question #7: What TDM strategies are most appropriate for new employment-generating developments (commercial, industrial) in Milpitas to provide? *Select all that apply.*

Results:

- The most popular TDM strategies for employment-generating developments were:
 - Telecommuting/flex work schedules (60%).
 - On-site amenities to reduce employee vehicle trips during the work day (e.g., childcare, cafeteria, etc.) (50%).
 - Carpool/vanpool programs for employees with preferential designated parking (44%).
 - Require developers to pay funds for or build local transit, pedestrian and bike facilities, and/or infrastructure (43%).
 - Transit pass subsidies and pre-tax transit benefits for employees (41.5%).
- The least popular TDM strategies for employment-generating developments were:
 - On-site car share (17%).
 - Unbundle parking (i.e., separating the price of a parking space from the base lease price of a commercial space) (11.5%).
 - On-site bicycle repair station (10%).
 - Provide employee housing on the project site (10%).

See next page.

FIGURE 7 – TDM STRATEGIES FOR NEW EMPLOYMENT-GENERATING DEVELOPMENTS

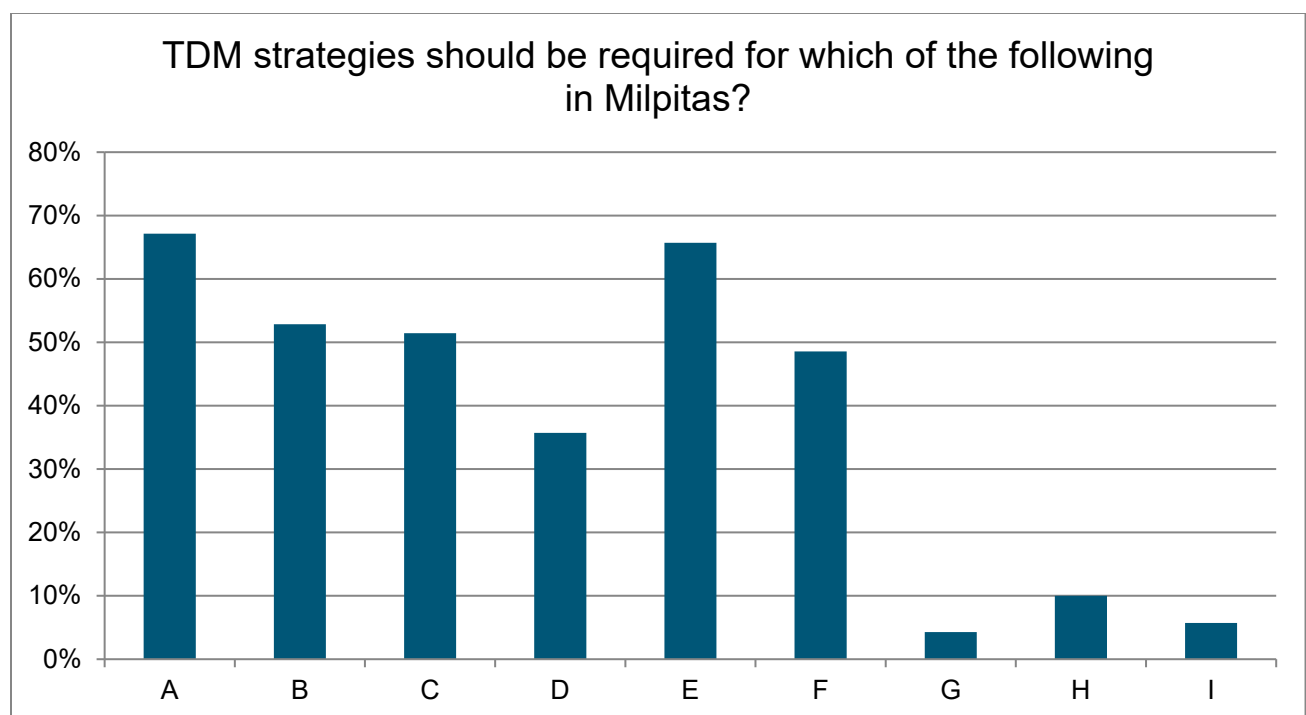
- | | | |
|--|---|---|
| A. Transit pass subsidies and pre-tax transit benefits for employees | G. Bicycle storage and lockers for employees | M. Provide employee housing on the project site |
| B. Cash reward incentives (e.g., employers incentivize employees to commute via walking, bicycling, or transit with cash rewards) | H. Employee shower facilities to encourage bicycling to work | N. On-site amenities to reduce employee vehicle trips during the work day (e.g., childcare, cafeteria, etc.) |
| C. Carpool/vanpool programs for employees with preferential designated parking | I. Telecommuting/flex work schedules | O. Other |
| D. On-site car share | J. Active transportation gap closure (e.g., ensure pedestrian paths and bicycle lanes connect to the project site) | P. None / not applicable |
| E. Unbundle parking (i.e., separating the price of a parking space from the base lease price of a commercial space) | K. Require developers to pay funds for or build local transit, pedestrian and bike facilities, and/or infrastructure | Q. I don't know |
| F. On-site bicycle repair station | L. Enhanced shuttle commitment (e.g., hotels funding or providing a supplemental shuttle service to airport, etc.) | |

Question #8: TDM strategies should be required for which of the following in Milpitas? *Select all that apply.*

Results:

- 67% believe that TDM strategies should be required for new residential development projects over a certain size (e.g., 20 or more units).
- 66% believe that TDM strategies should be required for new employment-generating development projects (e.g., office, research & development) of a certain size (e.g., more than 10,000 square feet).
- 10% believe that TDM Plans shouldn't be required.

FIGURE 8 – WHAT PROJECTS SHOULD REQUIRE TDM STRATEGIES?



- | | | |
|--|---|--|
| A. New residential development projects over a certain size (e.g., 20+ units) | D. New restaurants of a certain size (e.g., more than 5,000 sf) | G. Other |
| B. New hotels (e.g., 40 rooms or more) | E. New employment-generating development projects (e.g., office, research & development) of a certain size (e.g., more than 10,000 sf) | H. None / TDM Plans shouldn't be required |
| C. New retail uses of a certain size (e.g., more than 5,000 sf) | F. New warehouses/distribution and industrial facilities of a certain size (e.g., 50,000 sf or generate more than 100 daily trips) | I. I don't know |

Alternative Parking Strategies

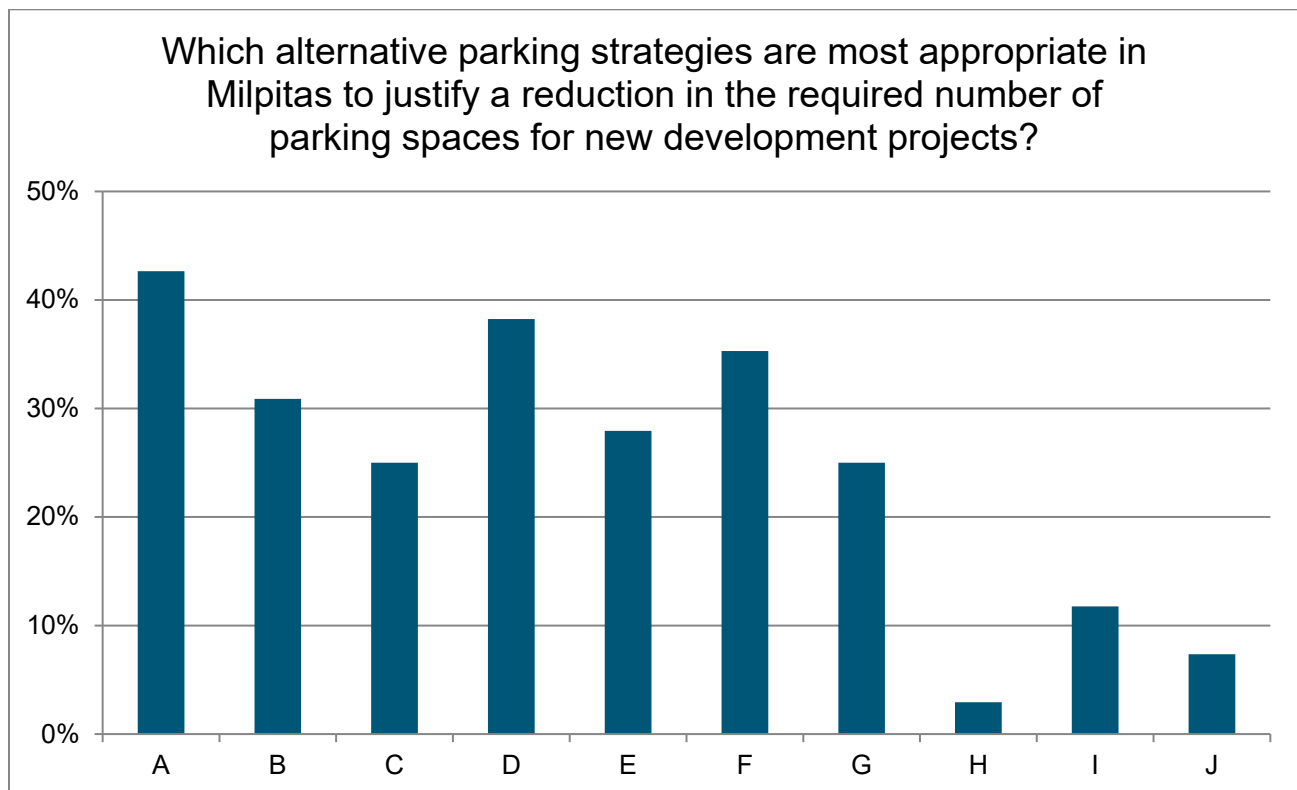
Alternative parking strategies can be required for a proposed development project to reduce the number of parking spaces required.

Question #9: Which alternative parking strategies are most appropriate in Milpitas to justify a reduction in the required number of parking spaces for new development projects? *Select all that apply.*

Results:

- The most popular alternative parking strategies to justify a reduction in the required number of parking spaces for new development projects were:
 - Provide off-site parking (i.e., provide some parking spaces off-site with connection to the project site via walking, biking, transit, etc.) (42.5%).
 - Provide carpool or vanpool spaces in exchange for a reduction in the number of required regular parking spaces (38%).
 - Parking requirement reductions based on proximity to transit (i.e., reductions given if the site is within walking distance to a transit stop) (35%).
- The least popular alternative parking strategies to justify a reduction in the required number of parking spaces for new development projects were:
 - In-lieu parking fees to be paid by the developer/applicant that would be used to fund shared parking facilities (25%).
 - Provide designated car share vehicles onsite (e.g., Zipcar, Getaround) (25%).

See next page.

FIGURE 9 – APPROPRIATE ALTERNATIVE PARKING STRATEGIES

- | | | |
|---|--|--|
| <p>A. Provide off-site parking (i.e., provide some parking spaces off-site with connection to the project site via walking, biking, transit, etc.)</p> <p>B. Provide electric vehicle (EV) charging parking spaces in exchange for a reduction in the number of required regular parking spaces</p> <p>C. Provide designated car share vehicles onsite (e.g., Zipcar, Getaround)</p> <p>D. Provide carpool or vanpool spaces in exchange for a reduction in the number of required regular parking spaces</p> | <p>E. Provide bicycle parking spaces above what is required under applicable zoning regulations</p> <p>F. Parking requirement reductions based on proximity to transit (i.e., reductions given if the site is within walking distance to a transit stop)</p> <p>G. In-lieu parking fees to be paid by the developer/applicant that would be used to fund shared parking facilities</p> <p>H. Other</p> | <p>I. None / not applicable</p> <p>J. I don't know</p> |
|---|--|--|

Housing Incentives

Cities can encourage desired development projects and housing unit types by providing incentives for development in the Zoning Ordinance. Housing zoning incentives are required by the City's state-mandated Housing Element, the document that governs housing policy and planning in Milpitas.

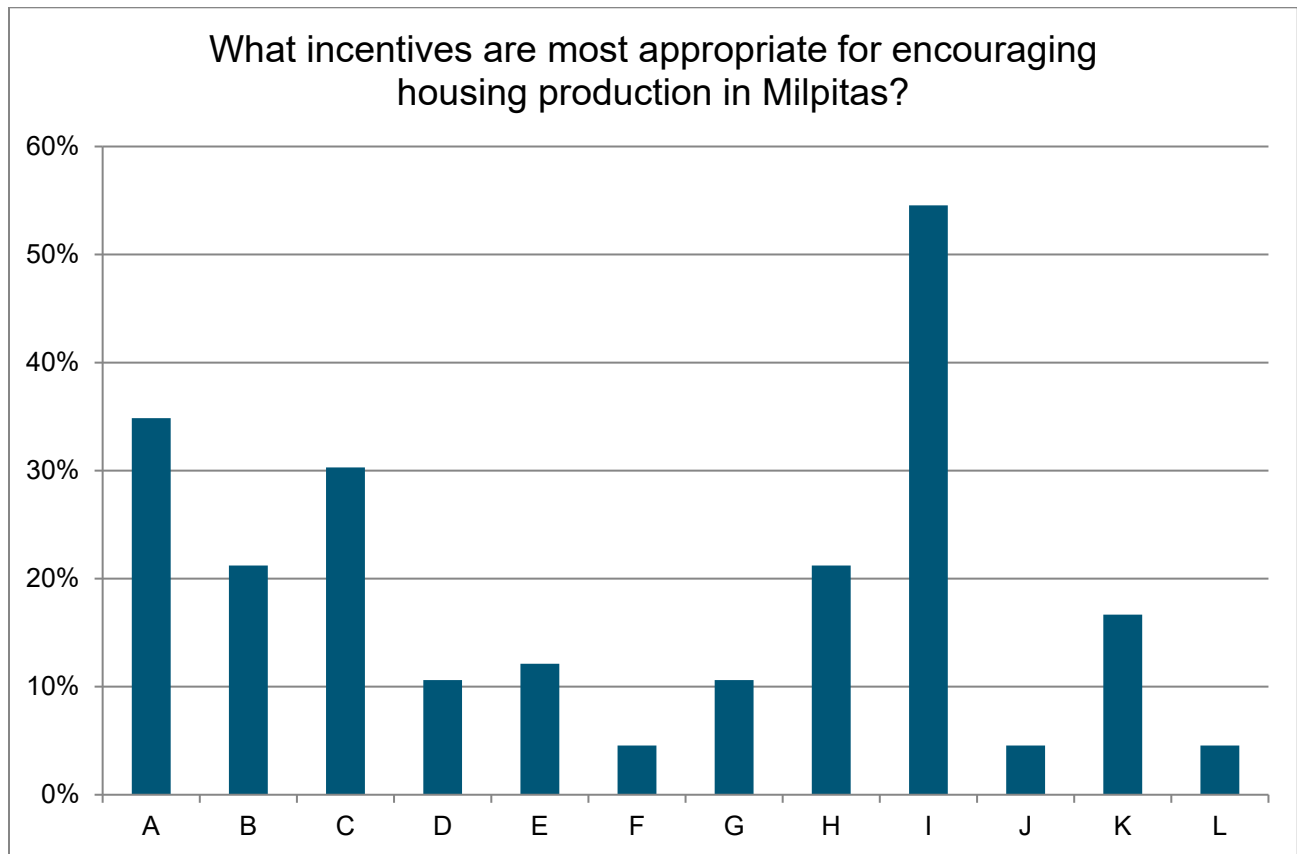
Since development standards impact cost of construction and potential development revenues, these incentives can reduce development costs and increase the likelihood of a project being constructed.

Question #10: What incentives are most appropriate for encouraging housing production in Milpitas? *Select all that apply.*

Results:

- The most popular incentives to encourage housing production in Milpitas were to:
 - Streamline development review (i.e., make the approval process quicker and simpler) (54.5%).
 - Increase allowed density (i.e., number of residential units allowed on a parcel) above what zoning currently allows (35%).
 - Increase allowed building height above what zoning currently allows (30%).
- The least popular incentives to encourage housing production in Milpitas were to:
 - Reduce common open space requirements (e.g. shared lawn, plaza, or outdoor amenity areas) (4.5%).
 - Reduce number of regular parking spaces required (i.e., for residents or non-residential uses) (10.5%).
 - Reduce private open space requirements (e.g., residential unit balconies or patios) (10.5%).

See next page.

FIGURE 10 – APPROPRIATE INCENTIVES TO ENCOURAGE HOUSING

- | | | |
|---|---|---|
| A. Increase allowed density (i.e., number of residential units allowed on a parcel) above what zoning currently allows | E. Reduce number of guest parking spaces required (i.e., for guests visiting a multifamily residential building) | I. Streamline development review (i.e., make the approval process quicker and simpler) |
| B. Increase allowed building floor area over what zoning currently allow | F. Reduce common open space requirements (e.g. shared lawn, plaza, or outdoor amenity areas) | J. Other |
| C. Increase allowed building height above what zoning currently allows | G. Reduce private open space requirements (e.g., residential unit balconies or patios) | K. None / not applicable |
| D. Reduce number of regular parking spaces required (i.e., for residents or non-residential uses) | H. Allow deviations from development standards such as building setbacks, landscaping requirements, etc. | L. I don't know |

Sustainability Incentives

Cities can offer incentives that encourage developers to exceed baseline sustainability requirements for new building construction. The State of California requires a certain level of energy-efficient building construction, but the City could offer incentives to projects that go beyond those State-mandated requirements.

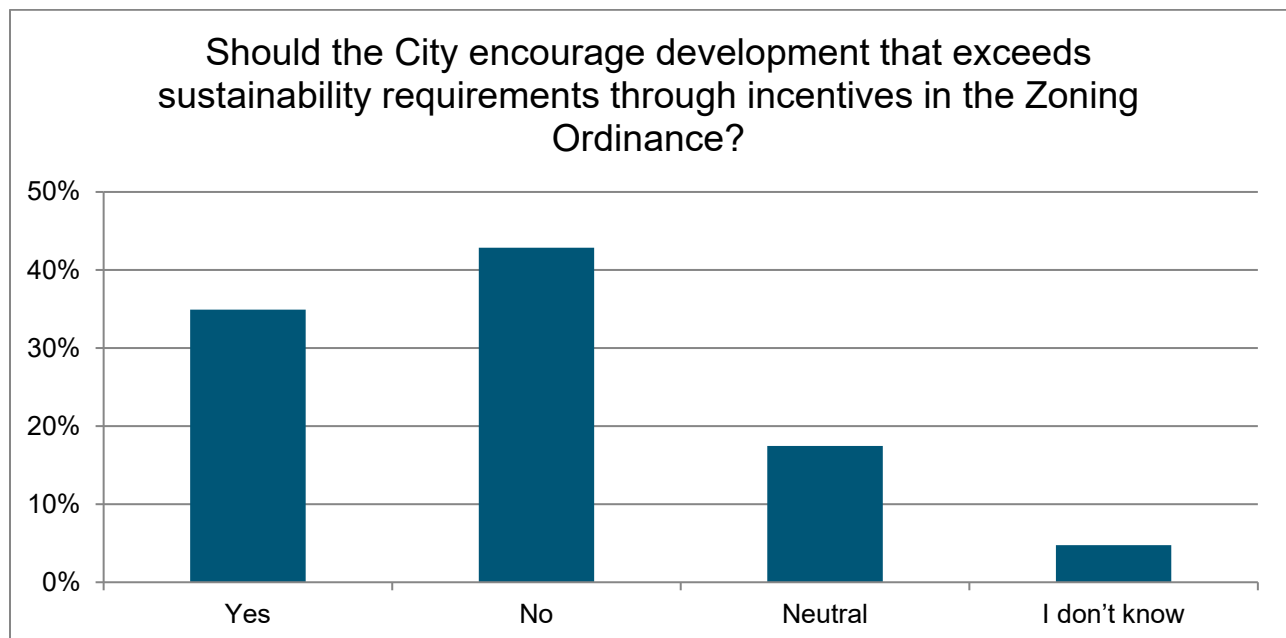
Incentives are usually intended to reduce development costs and increase the likelihood of a project being constructed.

Question #11: Should the City encourage development that exceeds sustainability requirements through incentives in the Zoning Ordinance?

Results:

- 43% said that the City should not encourage development that exceeds sustainability requirements through incentives in the Zoning Ordinance.
- 35% said that the City should encourage that exceeds sustainability requirements through incentives in the Zoning Ordinance.
- 17.5% were neutral.

FIGURE 11 – SHOULD THE CITY ENCOURAGE SUSTAINABILITY THROUGH INCENTIVES?

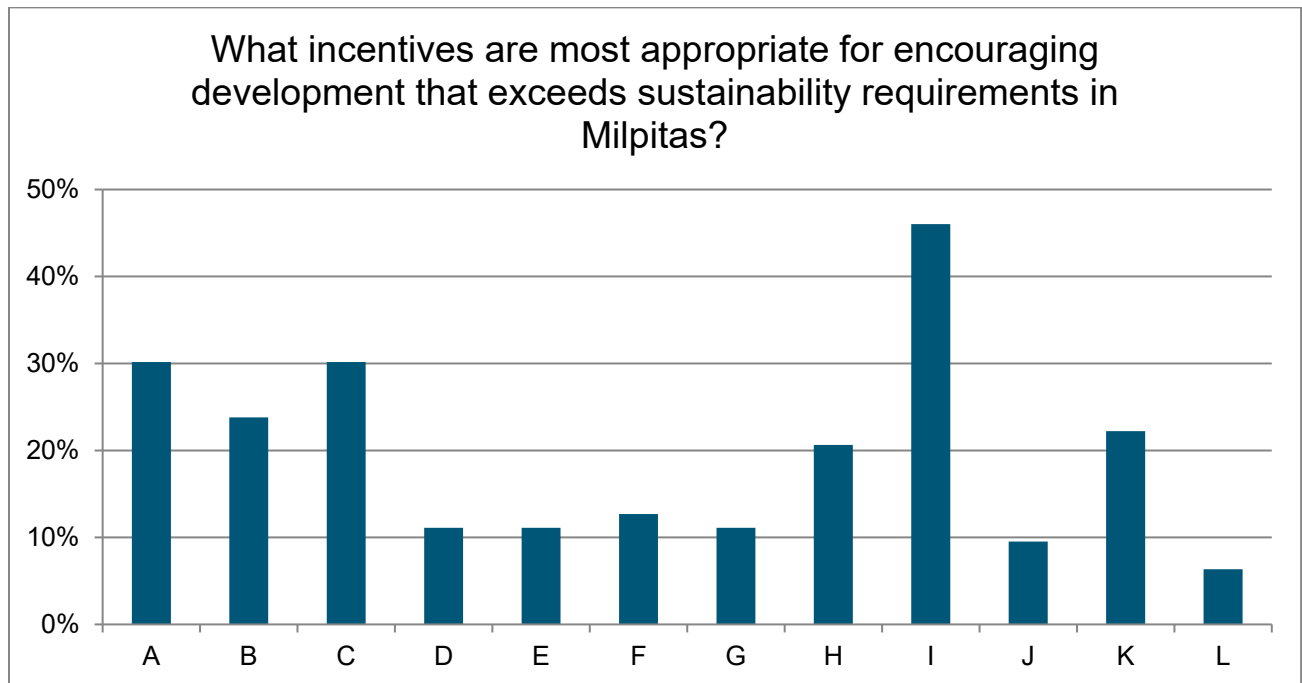


Question #12: What incentives are most appropriate for encouraging development that exceeds sustainability requirements in Milpitas? *Select all that apply.*

Results:

- The most popular incentives to encourage sustainable development in Milpitas were to:
 - Streamline development review (i.e., make the approval process quicker and simpler) (46%).
 - Increase allowed building height above what zoning currently allows (30%).
 - Increase allowed density (i.e., number of residential units allowed on a parcel) above what zoning currently allows (30%).
- The least popular incentives to encourage sustainable development in Milpitas were to:
 - Reduce number of regular parking spaces required (i.e., for residents or non-residential uses) (11%).
 - Reduce number of guest parking spaces required (i.e., for guests visiting a multifamily residential building) (11%).
 - Reduce private open space requirements (e.g., residential unit balconies or patios) (11%).
- 22% selected “None / not applicable”.

See next page.

FIGURE 12 – SUSTAINABILITY INCENTIVES

- | | | |
|--|--|--|
| <p>A. Increase allowed density (i.e., number of residential units allowed on a parcel) above what zoning currently allows</p> <p>B. Increase allowed building floor area over what zoning currently allow</p> <p>C. Increase allowed building height above what zoning currently allows</p> <p>D. Reduce number of regular parking spaces required (i.e., for residents or non-residential uses)</p> | <p>E. Reduce number of guest parking spaces required (i.e., for guests visiting a multifamily residential building)</p> <p>F. Reduce common open space requirements (e.g., shared lawn, plaza, or outdoor amenity areas)</p> <p>G. Reduce private open space requirements (e.g., residential unit balconies or patios)</p> <p>H. Allow deviations from development standards such as building setbacks, landscaping requirements, etc.</p> | <p>I. Streamline development review (i.e., make the approval process quicker and simpler)</p> <p>J. Other</p> <p>K. None / not applicable</p> <p>L. I don't know</p> |
|--|--|--|

Nonconforming Uses and Buildings

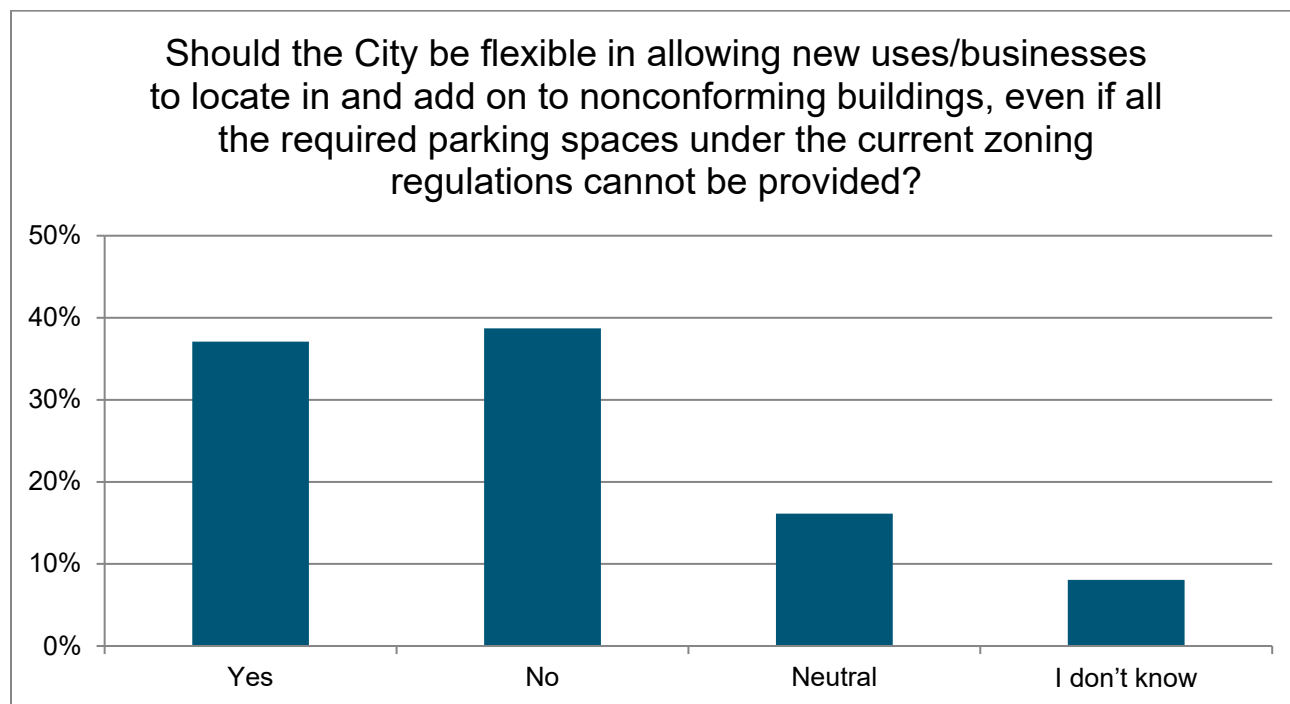
Nonconforming uses or buildings are those that were legally established or built under an older version of the Zoning Ordinance, but due to changes in zoning regulations, no longer meet the Zoning Ordinance's current standards (e.g., uses or activities on the property, parking, setbacks, etc.).

Question #13: Should the City be flexible in allowing new uses/businesses to locate in and add on to nonconforming buildings, even if all the required parking spaces under the current zoning regulations cannot be provided?

Results:

- 38% said the City should not be flexible in allowing new uses/businesses to locate in and add on to nonconforming buildings, even if all the required parking spaces under the current zoning regulations cannot be provided.
- 37% said the City should be flexible in allowing new uses/businesses to locate in and add on to nonconforming buildings, even if all the required parking spaces under the current zoning regulations cannot be provided.
- 16% were neutral.

FIGURE 13 – PARKING FLEXIBILITY FOR NONCONFORMING BUILDINGS

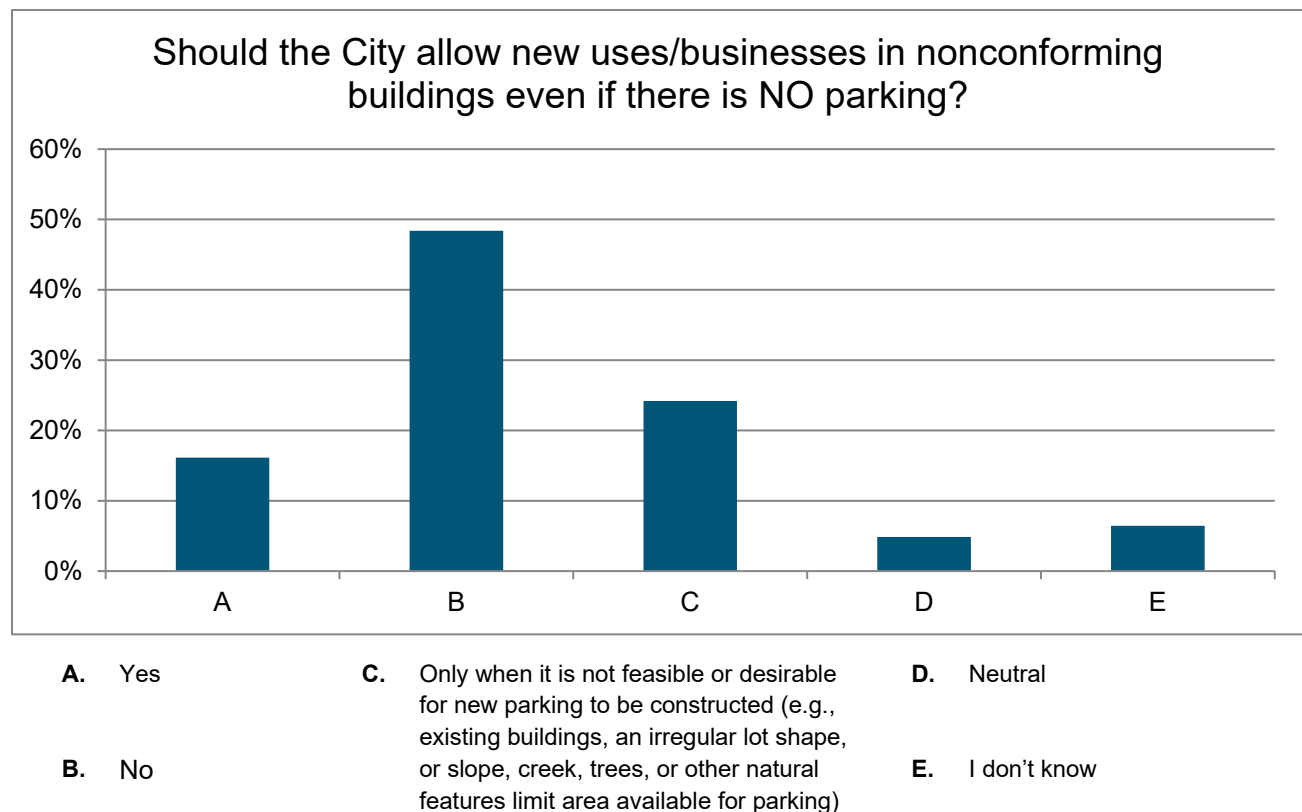


Question #14: Should the City allow new uses/businesses in nonconforming buildings even if there is NO parking?

Results:

- 48% say the City should not be flexible in allowing new uses/businesses to locate in and add on to nonconforming buildings when there is no parking.
- 24% say the City should be flexible only when it is not feasible or desirable for new parking to be constructed (e.g., existing buildings, an irregular lot shape, or slope, creek, trees, or other natural features limit area available for parking).
- 16% say the City should be flexible in allowing new uses/businesses to locate in and add on to nonconforming buildings, even if there is no parking.

FIGURE 14 – NONCONFORMING BUILDINGS WITHOUT PARKING



Home-Based Businesses

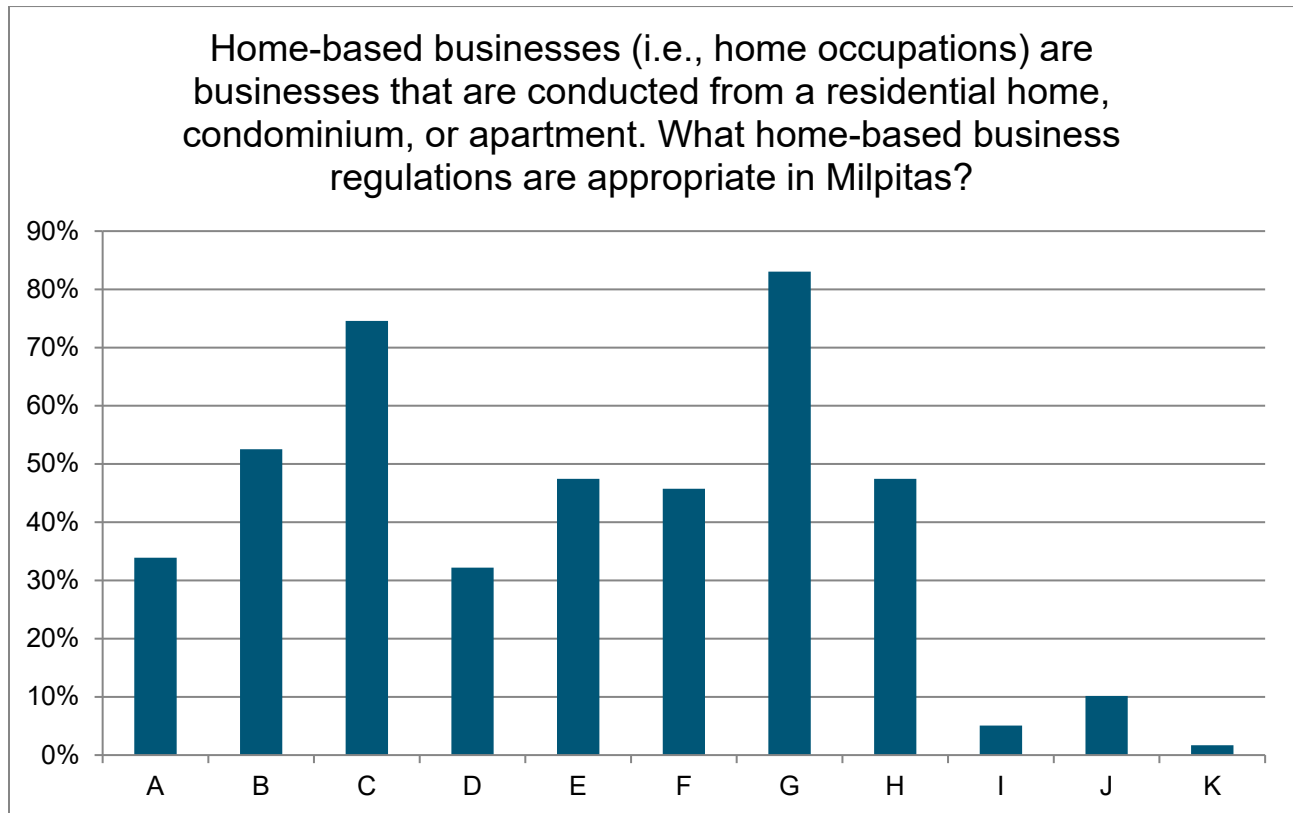
Question #15: Home-based businesses (i.e., home occupations) are businesses that are conducted from a residential home, condominium, or

apartment. What home-based business regulations are appropriate in Milpitas? *Select all that apply.*

Results:

- The most popular regulations to regulate home occupations in Milpitas were to:
 - Prohibit operations that create noise, vibrations, dust, odor, smoke, or television and radio interference (83%).
 - Prohibit the storage of materials/equipment in public view (74.5%).
 - Prohibit the storage of materials/equipment outside (52.5%).
- The least popular regulations to regulate home occupations in Milpitas were to:
 - Only allow employees who are residents in the home or unit where the business is being conducted (i.e., prohibit other employees) (34%).
 - Allow only one client/patron to visit the home-based business at a time (32%).
- 10% selected “none”.

See next page.

FIGURE 15 – HOME-BASED BUSINESS REGULATIONS

A. Only allow employees who are residents in the home or unit where the business is being conducted (i.e., prohibit other employees)

E. Prohibit external modifications to the home that reflect the business operation (e.g., new entrance)

I. Other

B. Prohibit the storage of materials/equipment outside

F. Prohibit signs visible from the sidewalk, street, and adjacent residences

J. None

C. Prohibit the storage of materials/equipment in public view

G. Prohibit operations that create noise, vibrations, dust, odor, smoke, or television and radio interference

K. I don't know

D. Allow only one client/patron to visit the home-based business at a time

H. Prohibit pet day care of more than four household pets

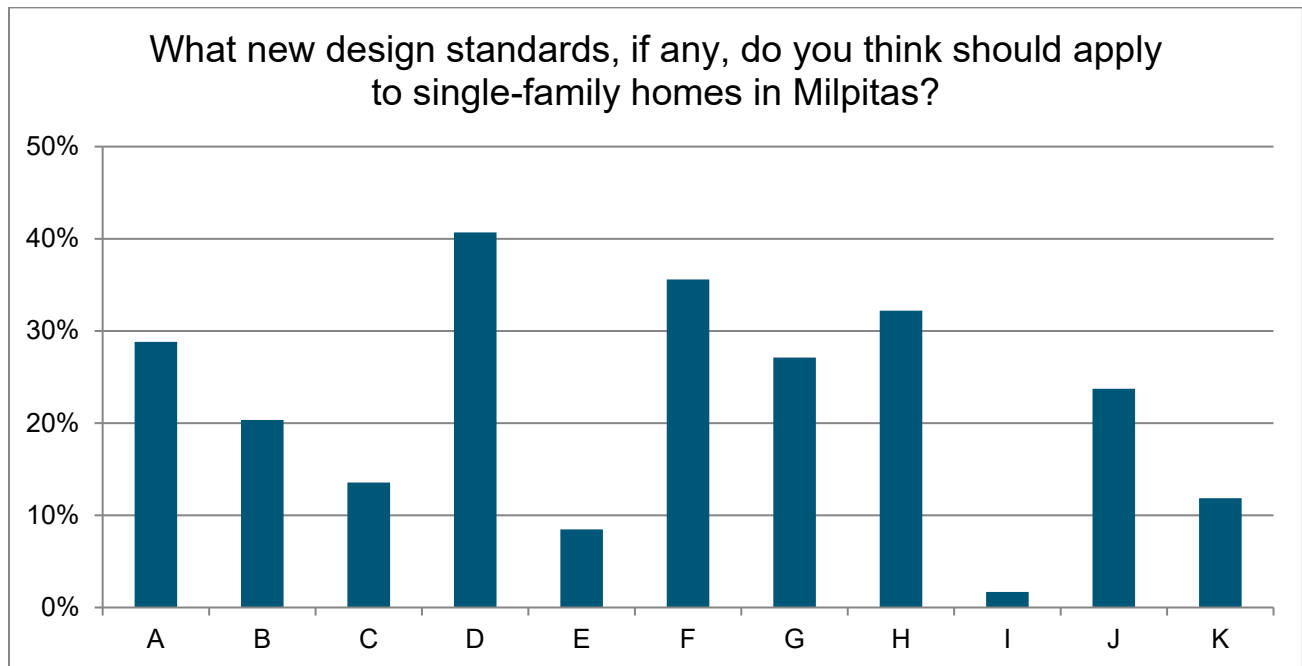
Single-Family Residential

Question #16: What new design standards, if any, do you think should apply to single-family homes in Milpitas? *Select all that apply.*

Results:

- The most popular design standards to regulate single-family homes in Milpitas were to:
 - Privacy requirements for second story windows that are close to neighboring property (e.g., require window to be 5 ft above the finished floor or use frosted or obscured glass) (40.5%).
 - Exterior building materials (e.g., limit allowed materials list for exterior walls, roofing, windows; prohibit certain materials that may be visually unappealing) (35.5%).
 - Require 360-degree design (i.e., all sides of the building must be given equal design treatment as the primary façade) (32%).
- The least popular design standards to regulate single-family homes in Milpitas were to:
 - Limit roof eave depth (i.e., identify required dimensions for the projection of roof eaves) (13.5%).
 - Design requirements for window recess or exterior trim (8.5%).

See next page.

FIGURE 16 – SINGLE-FAMILY RESIDENTIAL DESIGN STANDARDS

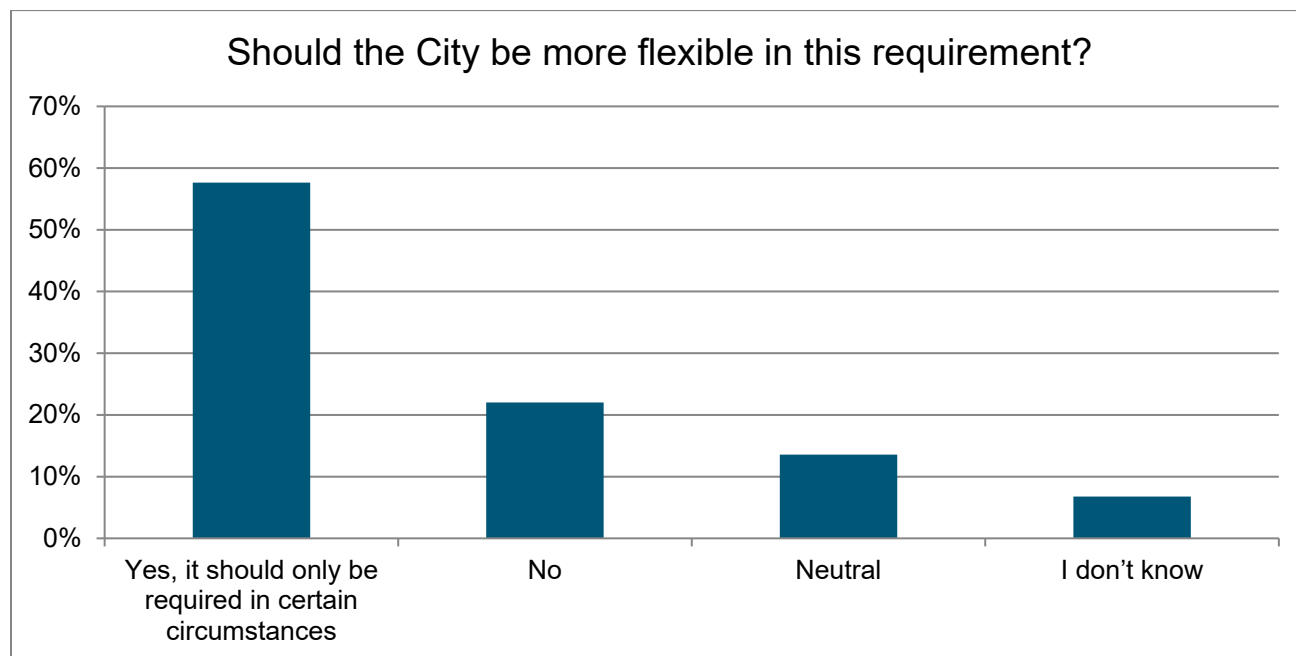
- | | | |
|--|--|------------------------|
| A. Limit blank exterior walls (i.e., require exterior walls to have windows, articulation, or other design elements) | E. Design requirements for window recess or exterior trim | I. Other |
| B. Limit types of allowed roof forms (e.g., pitched or sloped roof forms only, not flat roofs) | F. Exterior building materials (e.g., limit allowed materials list for exterior walls, roofing, windows; prohibit certain materials that may be visually unappealing) | J. None |
| C. Limit roof eave depth (i.e., identify required dimensions for the projection of roof eaves) | G. Require home entrances to be oriented along streets or pathways | K. I don't know |
| D. Privacy requirements for second story windows that are close to neighboring property (e.g., require window to be 5 ft above the finished floor or use frosted or obscured glass) | H. Require 360-degree design (i.e., all sides of the building must be given equal design treatment as the primary façade) | |

Question #17: Current zoning requirements state that, in the Single-Family Residential (R1) Zone, no more than 50% of the required front yard area may be paved, and the paving cannot exceed the width of the garage. Currently, when a single-family home addition is proposed, if the property does not comply with this standard, the front yard paving must be brought into compliance if the addition is approved. Should the City be more flexible in this requirement?

Results:

- 58% said the City should be more flexible in its paving requirement for Single-Family Residential (R1) properties (e.g., only require when constructing a new garage, adding more parking, proposing 20% increase in floor area, etc.).
- 22% said the City should not be more flexible in its paving requirement for Single-Family Residential (R1) properties.
- 13.5% were neutral.

FIGURE 17 – PAVING REQUIREMENT IN SINGLE-FAMILY RESIDENTIAL (R1) ZONE



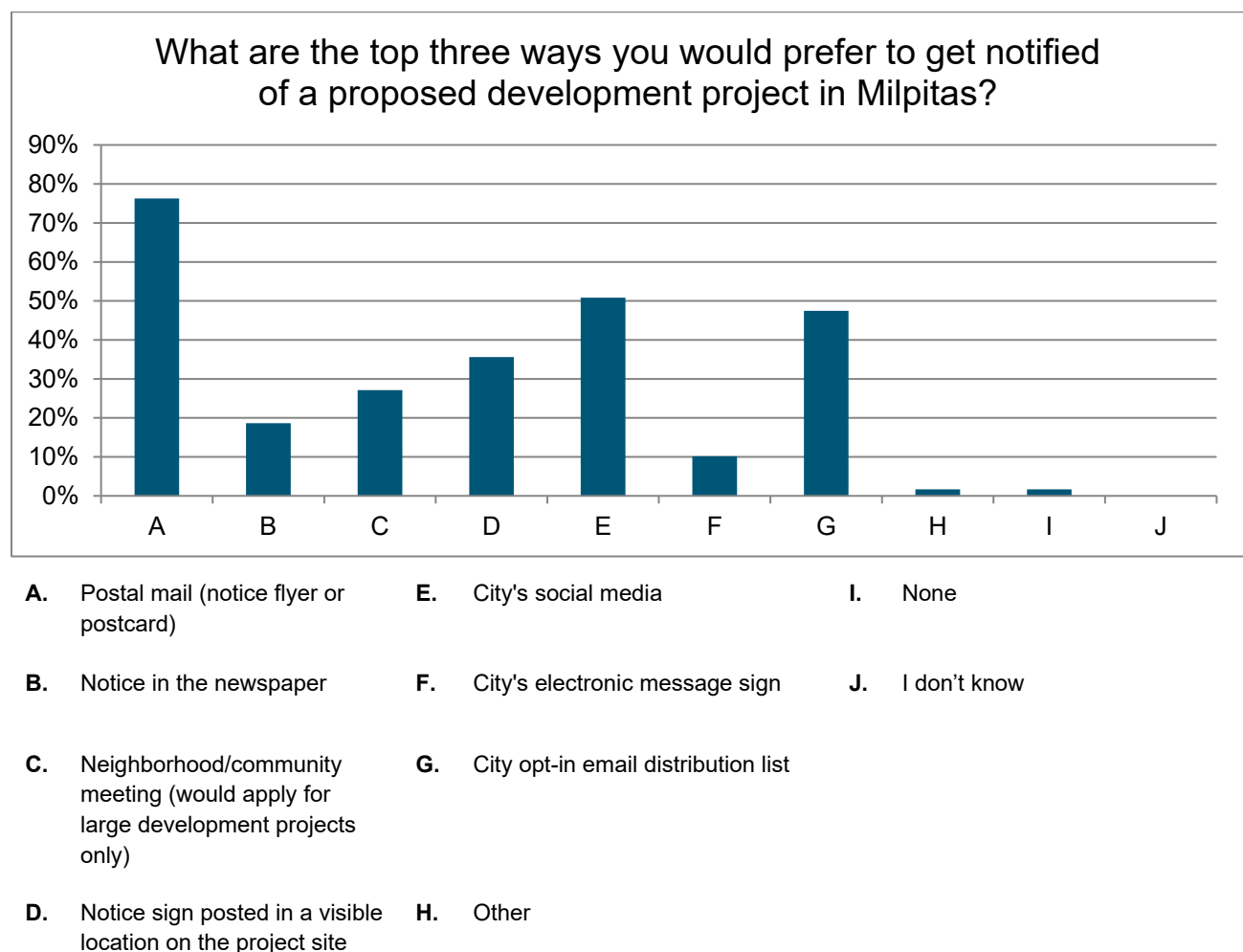
Public Notifications

Question #18: What are the top three ways you would prefer to get notified of a proposed development project in Milpitas? *Select up to three that apply.*

Results:

- The most popular methods for notifying community members of a proposed development were:
 - Postal mail (76%).
 - City's social media (51%).
 - City's opt-in email distribution list (47.5%).
- The least popular methods for notifying community members of a proposed development were:
 - Notice in the newspaper (18.5%).
 - City's electronic message sign (10%).

FIGURE 18 – PUBLIC NOTIFICATION

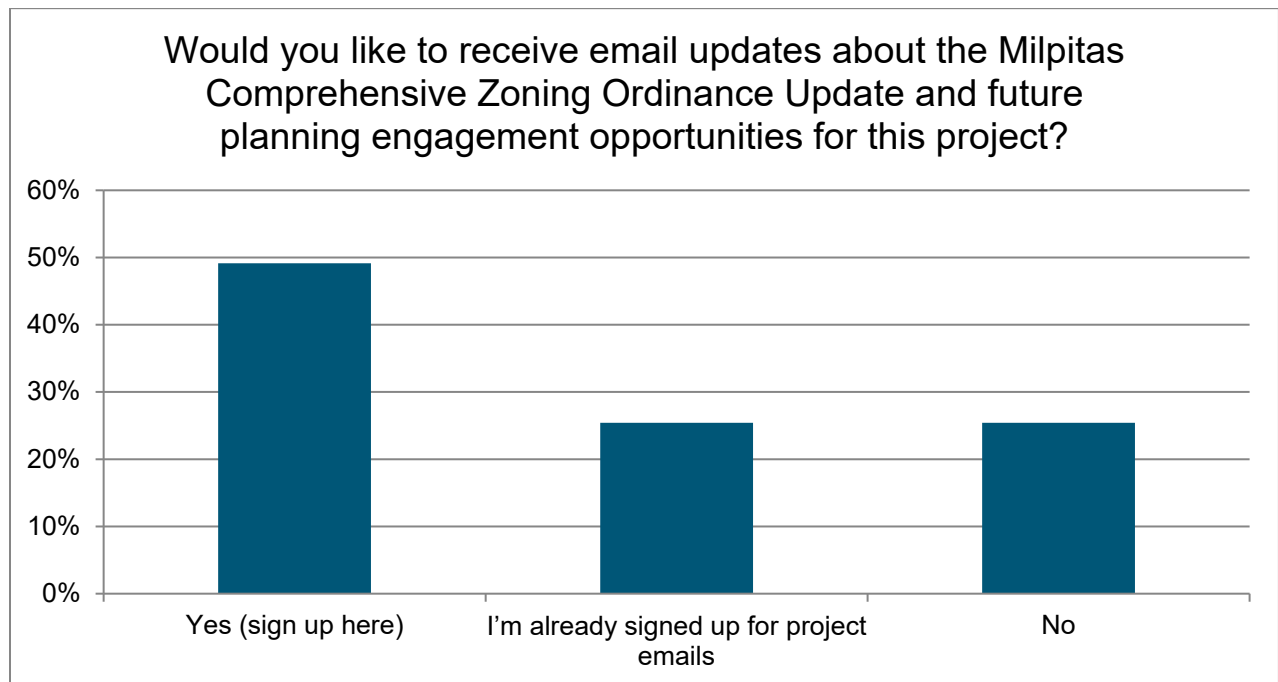


Question #19: Would you like to receive email updates about the Milpitas Comprehensive Zoning Ordinance Update and future planning engagement opportunities for this project?

Results:

- 49% selected “Yes (sign up here)”.
- 25% selected “No”.
- 25% selected “I’m already signed up for project emails”.

FIGURE 19 – EMAIL PROJECT UPDATES



Write-In

Question #20: Do you have anything else to add? Feel free to use this space to share input not included in this survey or elaborate on previous answers.

Results:

- 21.5% of respondents provided written responses. Responses were mixed, but common themes included:
 - Desire for continued and increased opportunity for public input via meetings, surveys, and other engagement methods.
 - Desire for the City to more actively seek out input from the community on new proposed developments.
 - Concern about increasing the density within Milpitas. Respondents are specifically concerned about traffic congestion.
 - Concern and need for more schools to accommodate current overcrowding and the increases in density.
 - Visual/aesthetic regulations are valued and should be added/retained to regulate neighborhoods.
 - Parking should be regulated to prevent parking-related congestion on residential streets.
- Other individual comments include:
 - One respondent felt that the survey was too technical.
 - One respondent said that alterations or add-ons constructed illegally should be penalized with a hefty fine and that no exceptions should be allowed.
 - One respondent wanted no increases to building height or FAR under any circumstances, and one respondent urged the City to not approve any rezoning.
 - One respondent wanted parking for new multi-family projects to be underground to prevent congestion on adjacent residential streets.
 - One respondent emphasized that the review process takes too long.

Other responses were not applicable to the Zoning Ordinance (e.g., comments on street standards, school district facilities funding, etc.).

Conclusion

Overall, the 83 respondents offered consistent feedback on a variety of the survey's questions, including:

- Transportation Demand Management (TDM);
- Housing incentives; and
- Home-based businesses.

Respondents had relatively mixed feedback on questions regarding:

- Alternative parking strategies;
- Sustainability incentives; and
- The utilization of nonconforming uses and buildings.

These results will be presented to the Planning Commission and City Council during study sessions in August and September 2024, respectively. The Planning Commission and City Council's input during these study sessions will further inform the drafting of the updated Zoning Ordinance.

Attachment 1: Survey



City of Milpitas Comprehensive Zoning Ordinance Update Community Online Survey

Community Online Survey Questions

The City of Milpitas is updating its Zoning Ordinance (Municipal Code [Chapter XI-10: Zoning](#)). The objectives of the Zoning Ordinance Update include:

- Modernizing the Zoning Ordinance;
- Complying with state law;
- Ensuring consistency with other City planning documents; and
- Promoting more compact, mixed-use, and transit-oriented development types where appropriate.

To find out more, please see the Zoning Ordinance Update [website](#) and the Zoning Basics information sheet on the [Resources](#) page of the website.

Please answer the questions to the best of your ability. The survey takes approximately 5-10 minutes to complete. The last question of this survey is open-ended and can be used as an opportunity to provide additional feedback on any other question or on a topic not included in the survey.

We appreciate your feedback. Your answers will be considered by the City's Zoning Ordinance Update Team when updating the Zoning Ordinance.



City of Milpitas Comprehensive Zoning Ordinance Update Community Online Survey

* 1. **I am a:** [Select all that apply]

- ☐ Resident of Milpitas
- ☐ Employed in Milpitas
- ☐ Student in Milpitas
- ☐ Developer/builder/contractor/architect/designer
- ☐ Landlord/property manager/owner of property in Milpitas
- ☐ Owner/operator of a Milpitas business
- ☐ Other (please specify)

* 2. **If you are a resident of Milpitas, how long have you been a resident?**

- ☐ Less than 1 year
- ☐ 1-5 years
- ☐ 6-10 years
- ☐ 11-25 years
- ☐ 26 or more years
- ☐ Not applicable
- ☐ Prefer not to say

* 3. **If you are a business owner, how long have you been a business owner in Milpitas?**

- ☐ Less than 1 year
- ☐ 1-5 years
- ☐ 6-10 years
- ☐ 11-25 years
- ☐ 26 or more years
- ☐ Not applicable
- ☐ Prefer not to say

* 4. **If you are a resident of Milpitas, do you own or rent?**

- ☐ Own
- ☐ Rent
- ☐ Not applicable
- ☐ Prefer not to say

* 5. **What is your age?**

- ☐ Under 18
- ☐ 18-24
- ☐ 25-34
- ☐ 35-44
- ☐ 45-54
- ☐ 55-64
- ☐ 65+
- ☐ Prefer not to say



City of Milpitas Comprehensive Zoning Ordinance Update Community Online Survey **Transportation Demand Management**

Transportation Demand Management (TDM) strategies aim to reduce vehicle trips and traffic congestion without building more roads. Cities can require TDM strategies for new development projects.

*** 6. What TDM strategies are most appropriate for new housing developments in Milpitas to provide? Select all that apply.**

- ☐ Transit pass subsidies for residents
- ☐ On-site car share
- ☐ Unbundle parking (i.e., separating the price of a parking space from the base rent or sale price of an apartment or condominium)
- ☐ On-site bicycle share or micromobility (e.g., bike, scooter, other lightweight small/personal vehicles) program participation for residents
- ☐ On-site bicycle repair station
- ☐ Active transportation gap closure (e.g., ensure pedestrian paths and bicycle lanes connect to the project site)
- ☐ Require developers to pay funds for or build local transit, pedestrian and bike facilities, and/or infrastructure
- ☐ Other
- ☐ None / not applicable
- ☐ I don't know

*** 7. What TDM strategies are most appropriate for new employment-generating developments (commercial, industrial) in Milpitas to provide? Select all that apply.**

- ☐ Transit pass subsidies and pre-tax transit benefits for employees
- ☐ Cash reward incentives (e.g., employers incentivize employees to commute via walking, bicycling, or transit with cash rewards)
- ☐ Carpool/vanpool programs for employees with preferential designated parking
- ☐ On-site car share
- ☐ Unbundle parking (i.e., separating the price of a parking space from the base lease price of a commercial space)
- ☐ On-site bicycle repair station
- ☐ Bicycle storage and lockers for employees
- ☐ Employee shower facilities to encourage bicycling to work
- ☐ Telecommuting/flex work schedules
- ☐ Active transportation gap closure (e.g., ensure pedestrian paths and bicycle lanes connect to the project site)
- ☐ Require developers to pay funds for or build local transit, pedestrian and bike facilities, and/or infrastructure
- ☐ Enhanced shuttle commitment (e.g., hotels funding or providing a supplemental shuttle service to airport, etc.)
- ☐ Provide employee housing on the project site
- ☐ On-site amenities to reduce employee vehicle trips during the work day (e.g., childcare, cafeteria, etc.)
- ☐ Other
- ☐ None / not applicable
- ☐ I don't know

* 8. **TDM strategies should be required for which of the following in Milpitas?** *Select all that apply.*

- ☐ New residential development projects over a certain size (e.g., 20 or more units)
- ☐ New hotels (e.g., 40 rooms or more)
- ☐ New retail uses of a certain size (e.g., more than 5,000 square feet)
- ☐ New restaurants of a certain size (e.g., more than 5,000 square feet)
- ☐ New employment-generating development projects (e.g., office, research & development) of a certain size (e.g., more than 10,000 square feet)
- ☐ New warehouses/distribution and industrial facilities of a certain size (e.g., 50,000 square feet or generate more than 100 daily trips)
- ☐ Other
- ☐ None / TDM Plans shouldn't be required
- ☐ I don't know



City of Milpitas Comprehensive Zoning Ordinance Update Community Online Survey **Alternative Parking Strategies**

Alternative parking strategies can be required for a proposed development project to reduce the number of parking spaces required.

*** 9. Which alternative parking strategies are most appropriate in Milpitas to justify a reduction in the required number of parking spaces for new development projects? *Select all that apply.***

- ☐ Provide off-site parking (i.e., provide some parking spaces off-site with connection to the project site via walking, biking, transit, etc.)
- ☐ Provide electric vehicle (EV) charging parking spaces in exchange for a reduction in the number of required regular parking spaces
- ☐ Provide designated car share vehicles onsite (e.g., Zipcar, Getaround)
- ☐ Provide carpool or vanpool spaces in exchange for a reduction in the number of required regular parking spaces
- ☐ Provide bicycle parking spaces above what is required under applicable zoning regulations
- ☐ Parking requirement reductions based on proximity to transit (i.e., reductions given if the site is within walking distance to a transit stop)
- ☐ In-lieu parking fees to be paid by the developer/applicant that would be used to fund shared parking facilities
- ☐ Other
- ☐ None / not applicable
- ☐ I don't know



City of Milpitas Comprehensive Zoning Ordinance Update Community Online Survey

Housing Incentives

Cities can encourage desired development projects and housing unit types by providing incentives for development in the Zoning Ordinance. Housing zoning incentives are required by the City's state-mandated [Housing Element](#), the document that governs housing policy and planning in Milpitas.

Since development standards impact cost of construction and potential development revenues, these incentives can reduce development costs and increase the likelihood of a project being constructed.

*** 10. What incentives are most appropriate for encouraging housing production in Milpitas? *Select all that apply.***

- ☐ Increase allowed density (i.e., number of residential units allowed on a parcel) above what zoning currently allows
- ☐ Increase allowed building floor area over what zoning currently allows
- ☐ Increase allowed building height above what zoning currently allows
- ☐ Reduce number of regular parking spaces required (i.e., for residents or non-residential uses)
- ☐ Reduce number of guest parking spaces required (i.e., for guests visiting a multifamily residential building)
- ☐ Reduce common open space requirements (e.g. shared lawn, plaza, or outdoor amenity areas)
- ☐ Reduce private open space requirements (e.g., residential unit balconies or patios)
- ☐ Allow deviations from development standards such as building setbacks, landscaping requirements, etc.
- ☐ Streamline development review (i.e., make the approval process quicker and simpler)
- ☐ Other
- ☐ None / not applicable
- ☐ I don't know



City of Milpitas Comprehensive Zoning Ordinance Update Community Online Survey

Sustainability Incentives

Cities can offer incentives that encourage developers to exceed baseline sustainability requirements for new building construction. The State of California requires a certain level of energy-efficient building construction, but the City could offer incentives to projects that go beyond those State-mandated requirements. Incentives are usually intended to reduce development costs and increase the likelihood of a project being constructed.

*** 11. Should the City encourage development that exceeds sustainability requirements through incentives in the Zoning Ordinance?**

- ☐ Yes
- ☐ No
- ☐ Neutral
- ☐ I don't know

* 12. **What incentives are most appropriate for encouraging development that exceeds sustainability requirements in Milpitas?**
Select all that apply.

- ☐ Increase allowed density (i.e., number of residential units allowed on a parcel) above what zoning currently allows
- ☐ Increase allowed building floor area over what zoning currently allows
- ☐ Increase allowed building height above what zoning currently allows
- ☐ Reduce number of regular parking spaces required (i.e., for residents or non-residential uses)
- ☐ Reduce number of guest parking spaces required (i.e., for guests visiting a multifamily residential building)
- ☐ Reduce common open space requirements (e.g. shared lawn, plaza, or outdoor amenity areas)
- ☐ Reduce private open space requirements (e.g., residential unit balconies or patios)
- ☐ Allow deviations from development standards such as building setbacks, landscaping requirements, etc.
- ☐ Streamline development review (i.e., make the approval process quicker and simpler)
- ☐ Other
- ☐ None / not applicable
- ☐ I don't know



City of Milpitas Comprehensive Zoning Ordinance Update Community Online Survey **Nonconforming Uses and Buildings**

Nonconforming uses or buildings are those that were legally established or built under an older version of the Zoning Ordinance, but due to changes in zoning regulations, no longer meet the Zoning Ordinance's current standards (e.g., uses or activities on the property, parking, setbacks, etc.).

*** 13. Should the City be flexible in allowing new uses/businesses to locate in and add on to nonconforming buildings, even if all the required parking spaces under the current zoning regulations cannot be provided?**

- ☐ Yes
- ☐ No
- ☐ Neutral
- ☐ I don't know

*** 14. Should the City allow new uses/businesses in nonconforming buildings even if there is NO parking?**

- ☐ Yes
- ☐ No
- ☐ Only when it is not feasible or desirable for new parking to be constructed (e.g., existing buildings, an irregular lot shape, or slope, creek, trees, or other natural features limit area available for parking)
- ☐ Neutral
- ☐ I don't know



City of Milpitas Comprehensive Zoning Ordinance Update Community Online Survey

* 15. **Home-based businesses (i.e., home occupations) are businesses that are conducted from a residential home, condominium, or apartment. What home-based business regulations are appropriate in Milpitas? *Select all that apply.***

- ☐ Only allow employees who are residents in the home or unit where the business is being conducted (i.e., prohibit other employees)
- ☐ Prohibit the storage of materials/equipment outside
- ☐ Prohibit the storage of materials/equipment in public view
- ☐ Allow only one client/patron to visit the home-based business at a time
- ☐ Prohibit external modifications to the home that reflect the business operation (e.g., new entrance)
- ☐ Prohibit signs visible from the sidewalk, street, and adjacent residences
- ☐ Prohibit operations that create noise, vibrations, dust, odor, smoke, or television and radio interference
- ☐ Prohibit pet day care of more than four household pets
- ☐ Other
- ☐ None
- ☐ I don't know

* 16. **What new design standards, if any, do you think should apply to single-family homes in Milpitas?** *Select all that apply.*

- ☐ Limit blank exterior walls (i.e., require exterior walls to have windows, articulation, or other design elements)
- ☐ Limit types of allowed roof forms (e.g., pitched or sloped roof forms only, not flat roofs)
- ☐ Limit roof eave depth (i.e., identify required dimensions for the projection of roof eaves)
- ☐ Privacy requirements for second story windows that are close to neighboring property (e.g., require window to be 5 ft above the finished floor or use frosted or obscured glass)
- ☐ Design requirements for window recess or exterior trim
- ☐ Exterior building materials (e.g., limit allowed materials list for exterior walls, roofing, windows; prohibit certain materials that may be visually unappealing)
- ☐ Require home entrances to be oriented along streets or pathways
- ☐ Require 360-degree design (i.e., all sides of the building must be given equal design treatment as the primary façade)
- ☐ Other
- ☐ None
- ☐ I don't know

* 17. **Current zoning requirements state that, in the Single-Family Residential (R1) Zone, no more than 50% of the required front yard area may be paved, and the paving cannot exceed the width of the garage. Currently, when a single-family home addition is proposed, if the property does not comply with this standard, the front yard paving must be brought into compliance if the addition is approved. Should the City be more flexible in this requirement?**

- ☐ Yes, it should only be required in certain circumstances (e.g., when constructing a new garage, adding more parking, proposing 20% increase in floor area, etc.)
- ☐ No
- ☐ Neutral
- ☐ I don't know

* 18. **What are the top three ways you would prefer to get notified of a proposed development project in Milpitas? Select up to three that apply.**

- ☐ Postal mail (notice flyer or postcard)
- ☐ Notice in the newspaper
- ☐ Neighborhood/community meeting (would apply for large development projects only)
- ☐ Notice sign posted in a visible location on the project site
- ☐ City's social media
- ☐ City's electronic message sign
- ☐ City opt-in email distribution list
- ☐ Other
- ☐ None
- ☐ I don't know

*** 19. Would you like to receive email updates about the Milpitas Comprehensive Zoning Ordinance Update and future planning engagement opportunities for this project?**

- ☐ Yes (sign up [here](#))
- ☐ I'm already signed up for project emails
- ☐ No

20. Do you have anything to add? Feel free to use this space to share input not included in this survey or elaborate on previous answers.



City of Milpitas Comprehensive Zoning Ordinance Update Community Online Survey

Thank you for completing this survey.





Comprehensive Zoning Ordinance Update – Planning Commission Study Session

City of Milpitas

Planning Commission Study Session Phase 2 Summary

INTRODUCTION

At 7:45 p.m. on August 28, 2024, the second Planning Commission Study Session on the City of Milpitas Comprehensive Zoning Ordinance Update commenced. The Study Session was conducted in person at the Barbara Lee Senior Center, Room 140/141, and virtual attendance was available via Zoom. Notifications of the Study Session were distributed by the City and posted on the project website (www.milpitaszoningupdate.org). The Study Session was recorded and posted on the project website so it may be viewed at any time.

ATTENDANCE

Planning Commission

- Mercedes Albana – Chair
- Sonia Medina-Ashby – Vice Chair
- Dipak Awasthi – Commissioner
- Michael Caulkins – Commissioner
- Alexander Galang – Commissioner
- Parveen Gupta – Commissioner
- Chia Ling Kong – Commissioner

City Staff

- Jay Lee – Planning and Neighborhood Services Director
- Holly Pearson – Zoning Update Project Manager
- Christopher Creech – Assistant City Attorney

Lisa Wise Consulting, Inc.

- Jen Murillo – Director/LWC Project Manager
- Stefano Richichi – Senior Associate

OVERVIEW

Holly Pearson introduced the Zoning Ordinance Update item. Jen Murillo gave a PowerPoint-supported presentation. The presentation covered the following topics:

- Project Overview and Outreach
- Online Community Survey
- Policy Topics
- Discussion Questions
- Wrap Up and Next Steps

After the presentation, time was given for members of the Planning Commission and the public to ask general questions and provide comments in regard to the presentation.

PLANNING COMMISSION QUESTIONS AND COMMENTS

The Planning Commission provided the following comments and questions:

- Question regarding the duration and cost of reopening the community survey. Concern regarding the number of survey participants (83 people took the survey) and survey language (i.e., the survey should have been provided in languages other than English).
- Acknowledgement of the goal to reduce parking requirements, and support for this to be done in conjunction with providing alternative transportation options.
- Support for flexibility/leniency in allowing nonconforming buildings to make additions/improvements.
- Support for exempting existing single-family homes from any new single-family home design standards adopted through the Zoning Ordinance Update (i.e., do not identify single-family homes as nonconforming if they do not comply with new design standards).
- The Zoning Ordinance should encourage or incentivize buildings that exceed Green Building Code requirements with streamlined review as an incentive.
- Consider establishing design standards for the sides of single-family homes that are visible to the public (e.g., facing the street); it may not be appropriate to apply the same design requirements to sides of single-family homes that do not face a street.

PUBLIC COMMENT AND ADJOURNMENT

Public comments included:

- Concern regarding the number of survey participants and questions as to the adequacy of the City's outreach efforts to inform community members about the survey.
- Concern regarding insufficient parking. People, including senior citizens, need to drive to meet their daily needs and to save time. Infrastructure and effective alternative

transportation options must be in place to support reduced parking. Parking enforcement will also be important.

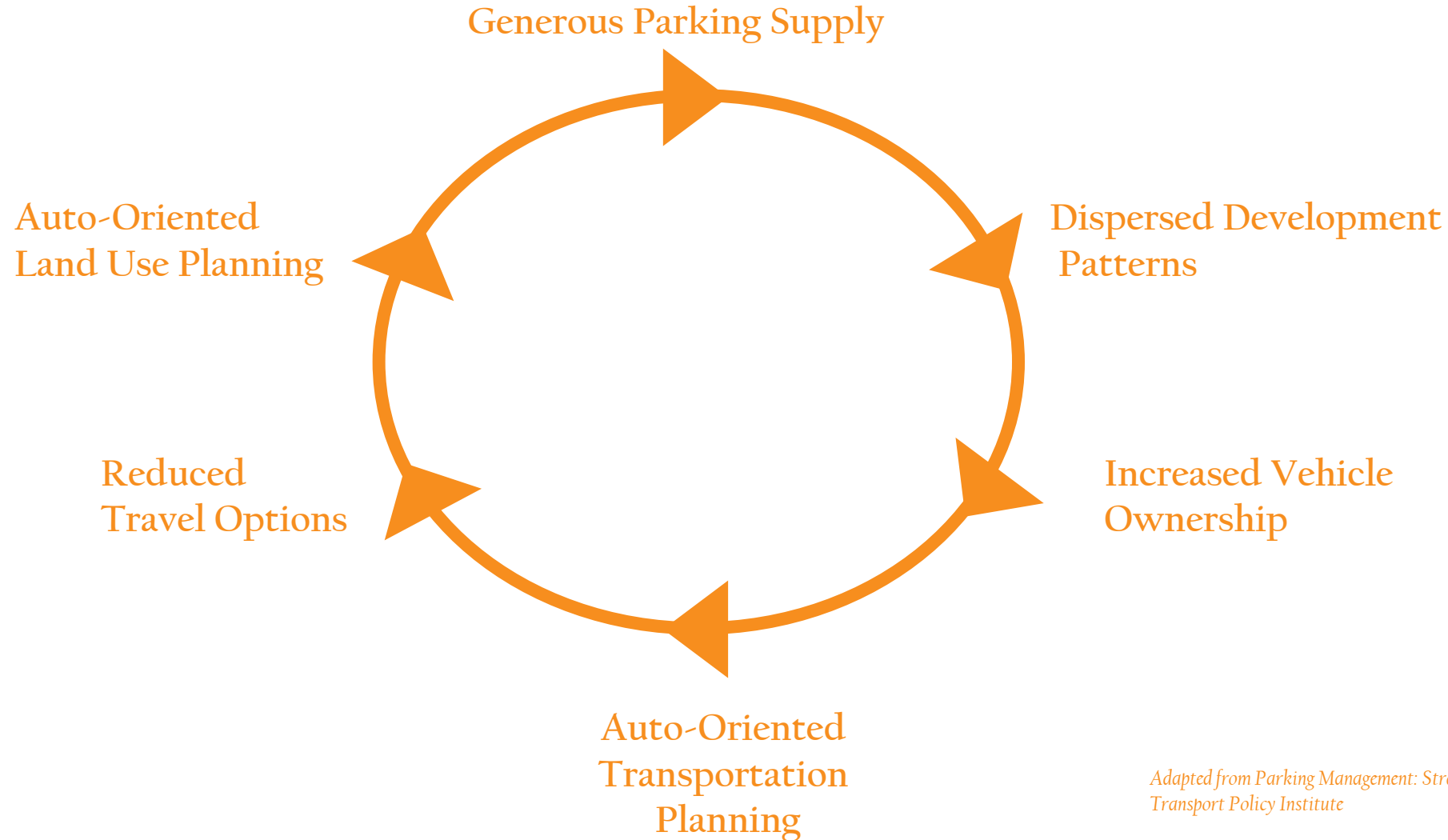
- Support for developers to determine how much parking their project will need.
- Sustainability incentives should be included in the Zoning Ordinance.

City staff will consider the feedback received during this Study Session in preparing the Public Review Draft Zoning Ordinance.

At 9:00 p.m., the meeting adjourned.

Parking Discussion/Analysis

Parking – Cycle of Automobile Dependency —



Adapted from Parking Management: Strategies, Evaluation and Planning, Victoria Transport Policy Institute

Parking Planning – A Paradigm Shift

Old Parking Paradigm	New Parking Paradigm
Parking problem means inadequate parking supply	Parking problems can also include excessive supply, too low or too high prices, inadequate information, and inefficient management
Transportation means driving	There are many modes of transportation. Not everyone drives.
Abundant parking supply is always desired	Too much parking is as harmful as too little
All parking demand should be satisfied on individual sites. Walking distances to cars should be minimized	Parking can be provided off-site and allow sharing of parking facilities
Parking requirements should be applied rigidly	Parking requirements should reflect particular situations
Innovation should only be applied if proven and widely accepted	Innovation is occurring rapidly
Land use dispersion is acceptable or even desirable	Dispersed, auto-dependent development can be harmful
Adapted from Parking Planning Paradigm Shift, Todd Litman	

Parking Planning – Old Approach

Need



Solution



Parking Planning – New Approach

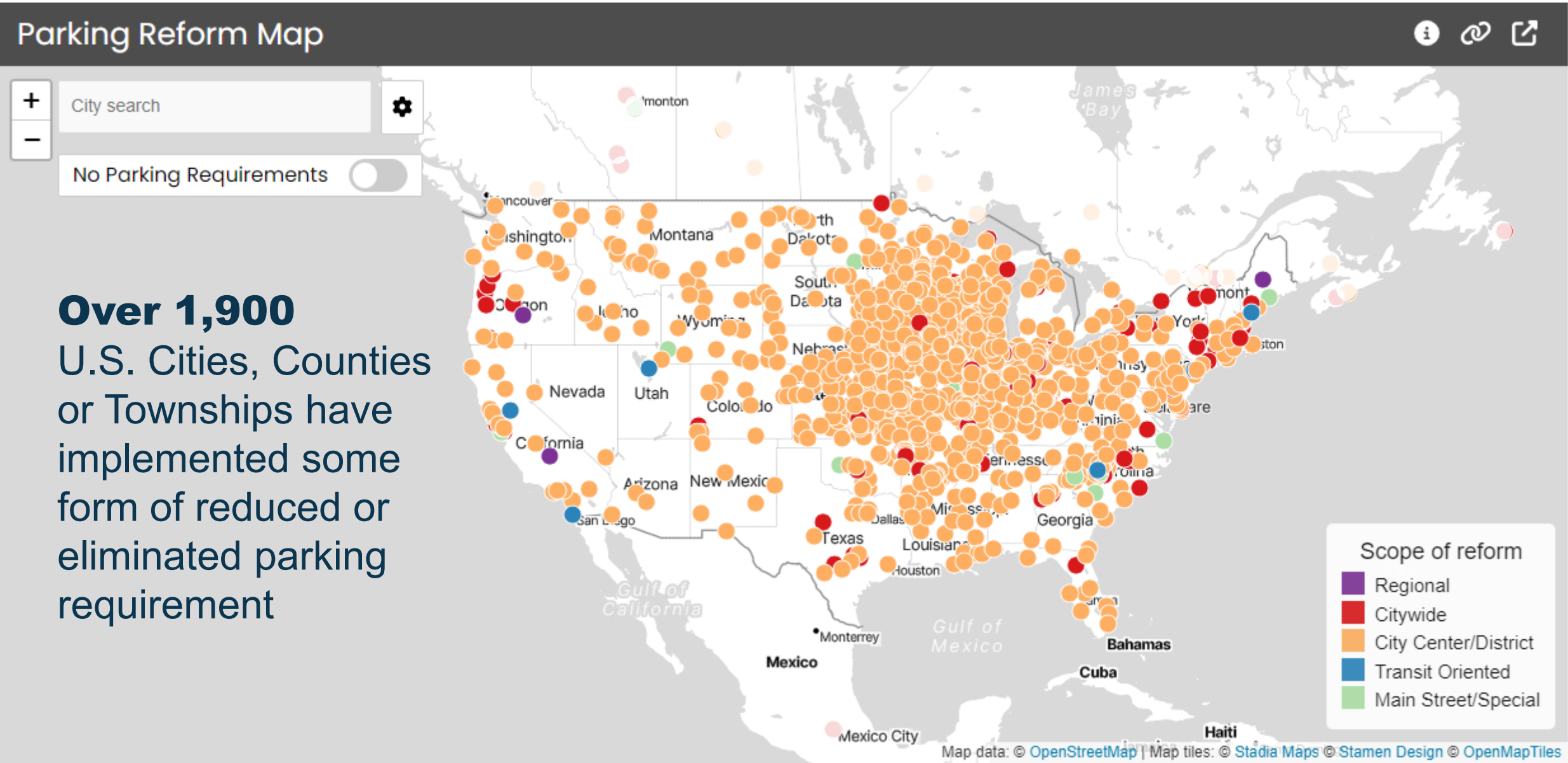
Need



Solution



Parking Reform Throughout the US



Source: Parking Reform Network (parkingreform.org)