



REGULAR MEETING OF THE MILPITAS CITY COUNCIL



AGENDA

TUESDAY, JANUARY 7, 2025

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

6:00 PM (CLOSED SESSION)

7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-2400

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3072

** 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_I1RvOy7HSKOU_rqLqOKIFw

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 NEGOTIATOR

City's negotiator: Kelli Parmley, Human Resources Director
Organization(s) representing: Unrepresented

CLOSED SESSION ANNOUNCEMENT:

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

PLEDGE OF ALLEGIANCE

INVOCATION (Councilmember Barbadillo)

PUBLIC FORUM (7:05 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 (7:10 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 January 2025 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Receive City Council Calendar of Meetings for January 2025.

C2. Approve City Council City Council Meeting Minutes of December 10, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Approve City Council Meeting minutes of December 10, 2024.

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

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

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

Recommendation: Review the list of items that have been requested by City Councilmembers and provide direction to staff as necessary. No substantive discussion about any specific item shall occur

and the City Council shall hold all debate about the item until it is scheduled as a full agenda item.

C5. Consider Mayor's Appointments of City Councilmembers as Liaisons to City Commissions, City Subcommittees, and Outside Agency Boards and Committees (Contact: Mayor Carmen Montano, 408-586-3024)

Recommendation: Consider Mayor's appointments of City Councilmembers as liaisons to City Commissions, City Subcommittees, and outside agencies, boards and committees, and move to confirm those appointments.

C6. Authorize and Approve Out-of-State Travel Request for Mayor Carmen Montano to Attend the U.S. Conference of Mayors 93rd Winter Meeting in Washington, D.C. (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

Recommendation: Authorize and approve out-of-state travel to Washington, D.C., for Mayor Carmen Montano to attend the U.S. Conference of Mayors 93rd Winter Meeting to be held on January 16 20, 2025, for an estimated total not-to-exceed amount of \$5,900, budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

C7. Authorize and Approve Out-of-State Travel Request for Councilmember Evelyn Chua to Attend the U.S. Conference of Mayors 93rd Winter Meeting in Washington, D.C. (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

Recommendation: Authorize and approve out-of-state travel to Washington, D.C., for Councilmember Evelyn Chua to attend the United States Conference of Mayors 93rd Winter Meeting to be held on January 16 20, 2025, for an estimated total not-to-exceed amount of \$5,800, budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

C8. Authorize and Approve Out-of-State Travel Request for Councilmember Hon Lien to Attend the U.S. Conference of Mayor's 93rd Annual Winter Meeting in Washington, D.C. (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

Recommendation: Authorize and approve out-of-state travel to Washington, D.C., for Councilmember Hon Lien to attend the U.S. Conference of Mayors 93rd Winter Meeting to be held on January 16 20, 2025, for an estimated total not-to-exceed amount of \$5,000, budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

C9. Authorize and Approve Travel Requests for Mayor Montano, Councilmember Chua, Councilmember Lien, and Councilmember Lam to Sacramento, CA (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

Recommendation: Authorize and approve the travel to Sacramento, CA, for Mayor Carmen Montano, Councilmember Evelyn Chua, Councilmember Hon Lien, and Councilmember William Lam to attend the League of California Cities *Mayors and Council Members Academy* to be held on January 22–24, 2025, for a combined estimated total not-to-exceed amount of \$6,400 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

C10. Adopt Ordinance 315 to Make Corrections, Clarifications and Minor Updates and Modifications to the Milpitas Municipal Code (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

Recommendation: (1) Move to waive the second reading and adopt Ordinance No. 315 amending various sections of the Milpitas Municipal Code to make corrections, clarifications, minor updates and modifications; and (2) Make findings of exemption from environmental review pursuant to CEQA Guideline 15378(b)(4).

- C11. Approve and Authorize the City Manager or Designee to Negotiate and Execute an Agreement with KONE, Inc. for Library Garage Elevator Modernization (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)**

Recommendation: Adopt a resolution to approve and authorize the City Manager, or their designee, to negotiate and execute a contract for an elevator modernization project for the Library Parking Garage with KONE, Inc. for \$464,660 with a contingency of \$56,401, subject to an executed amendment, for a total amount not-to-exceed \$521,061.

- C12. Approve and Authorize the City Manager or Designee to Negotiate and Execute a Design Services Agreement with Wilsey Ham for Force Main A Project, CIP No. 6137 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; Michael Silveira, City Engineer, 408-586-3303; and Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: (1) Approve and authorize the City Manager or designee to negotiate and execute, with approval of the City Attorney, a four-year Design Services Agreement with Wilsey Ham in an amount not to exceed \$1,460,412, (2) Delegate authority to the City Manager or designee to execute amendments and change orders as required to extend the Agreement and complete the work for up to a 15% contingency amount; and (3) Delegate authority to the Public Works Director or designee to amend Exhibit "C" entitled Project Schedule of the Agreement as required without additional approvals for the Force Main A Agreement, CIP Project No. 6137.

- C13. Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement between the City of Milpitas and Sunnyhills Investors LLC, for the Sunnyhills Apartments Project at 1724 Sunnyhills Court (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement between the City of Milpitas and Sunnyhills Investors LLC for the Sunnyhills Apartments Project at 1724 Sunnyhills Court.

- C14. Approve the Final Map and Authorize the City Manager to Execute the Subdivision Improvement Agreement with Toll West Coast, LLC, for a Residential Project at 612 South Main Street (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: (1) Approve the Final Map, Tract No. 10626, including all offers of dedications as stated and depicted upon completion and acceptance of improvements; and (2) Approve and authorize the City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Toll West Coast, LLC, for a residential project at 612 South Main Street.

- C15. 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.

PUBLIC HEARINGS (7:15 PM)

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

16. **Adopt a Resolution Certifying Election Results and Adding the Property Located at 612 South Main Street into Community Facilities District No. 2005-1 (Annexation No. 25) (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: Following receipt of election results from the City Clerk, adopt a resolution certifying election results and adding the property located at 612 South Main Street into Community Facilities District No. 2005-1 (Annexation No. 25).

COMMUNITY DEVELOPMENT (7:30 PM)

17. **Receive Progress Report on the Work Completed on the Milpitas Gateway-Main Street Specific Plan (Staff Contact: Jay Lee, Planning Director, 408-586-3077)**

Recommendation: Receive progress report on the work completed from Ascent Environmental and staff on the Milpitas Gateway-Main Street Specific Plan.

LEADERSHIP AND SUPPORT SERVICES (8:30 PM)

18. **Adopt a Resolution Appointing Natalie Livezey as Part-Time Extra Help Senior Administrative Analyst (Staff Contact: Jason Schoonover, Fire Chief, 408-586-2811; and Kelli Parmley, Human Resources Director, 408-586-3086)**

Recommendation: (1) Adopt a resolution appointing Natalie Livezey as part-time extra help Senior Administrative Analyst in accordance with California Government Code sections 7522.56 and 21224; and (2) Approve and authorize the City Manager to execute an employment agreement with Natalie Livezey.

19. **Adopt Ordinance No. 316 Approving Measure J, the City of Milpitas Public Services Reauthorization Measure (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Recommendation: (1) Adopt by a 4/5 vote Ordinance No. 316 approving Measure J, the City of Milpitas Public Services Reauthorization Measure, as approved by the voters, amending Chapter 4 of Title IX of the Municipal Code to impose a Transactions and Use Tax to be administered by the California Department of Tax and Fee Administration; and (2) Approve resolutions authorizing the City Manager to execute any and all documents, agreements, and instruments necessary to implement and effectuate the provisions of Measure J, including but not limited to those required for the administration and collection of the Transactions and Use Tax as established by Ordinance No. 316, and to take any other actions deemed necessary to ensure the successful implementation of this measure as approved by over 80% of the voters as well as for the review of confidential information.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (9:30 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 (9:35 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.

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

Milpitas City Council Calendar

January 2025

February 2025						
S	M	T	W	T	F	S
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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	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1  CITY OBSERVED HOLIDAY CITY OFFICES CLOSED	2	3	4
5	6 6:30 PM- Special Joint Meeting- Arts Commission and Parks, Recreation & Cultural Resources Commission 7:00 PM- Parks, Recreation & Cultural Resources Commission (HL)	7 6:00 PM- Closed Session 7:00 PM- City Council	8 1:00 PM- VTA Northeast Group Agenda Briefing (Virtual) 7:00 PM- Planning Commission 7:00 PM- Silicon Valley Clean Energy Board of Directors (Cupertino)	9 11:00 AM- Special City Council Workshop (Room 7/8) 4:00 PM- Santa Clara VTA Policy Advisory Committee 4:00 PM- Treatment Plant Advisory Committee (San Jose) 5:30 PM- CASCC Legislative Action Committee (Los Altos) 5:30 PM- VTA Board of Directors 6:00 PM- Youth Advisory Commission 6:00 PM- Zoning Update Community Workshop 7:00 PM- Cities Assoc of SCC (Los Altos)	10	11
12	13 4:30 PM- Economic Development and Trade Commission 7:00 PM- Library & Education Advisory Commission	14 4:00 PM- HOPE Task Force	15 6:00 PM- Energy and Environmental Sustainability Commission	16 6:00 PM- Zoning Advisory Committee 6:30 PM- Bay Area Water Supply Conserv Agency (Sequoia Room – Burlingame Community Center) 7:00 PM- Public Safety and Emergency Preparedness Commission	17	18
19	20  MARTIN LUTHER KING JR. BIRTHDAY CITY OFFICES CLOSED	21 6:00 PM- Closed Session 7:00 PM- City Council	22 12:00 PM- Santa Clara Valley Water Commission 7:00 PM- Planning Commission	23 12:00 PM- Santa Clara County Library JPA Board of Directors Meeting (Campbell) 4:00 PM- Silicon Valley Regional Interoperability Authority (SVRIA)	24 9:00 AM- VTA Board of Directors Orientation/Workshop	25
26	27 7:00 PM- Arts Commission 7:00 PM- Science, Technology & Innovation Commission	28 5:30 PM- Special City Council Meeting – Preliminary Fy2025-26 Budget Study Session	29	30	31	



SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

TUESDAY, DECEMBER 10, 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 December 10, 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 Special City Council meeting to order at 5:42 PM. Roll Call was taken by City Clerk Guzzetta.

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

ABSENT:

PLEDGE OF ALLEGIANCE

Mayor Montano led the Pledge of Allegiance.

INVOCATION

Councilmember Lien provided the invocation.

AGENDA ITEMS

- 1. Receive Report of Municipal Election Results of November 5, 2024, and Adopt a Resolution to Certify Final Results of Candidate and Ballot Measure Election (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

City Clerk Guzzetta presented the report.

There were no public speakers.

After discussion, motion: to (1) Receive the report of election results and voter turnout; and (2) Adopt **Resolution No. 9374** confirming the official canvass of election returns and declaring the results of the General Municipal Election held on November 5, 2024.

Motion/Second: Vice Mayor Chua / Mayor Montano

Motion carried by the following:

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

NOES: None

- 2. Presentation to Outgoing Councilmember and Remarks**

The City Council and local dignitaries recognized Councilmember Phan's service to the City of Milpitas. Nicole Waring from the Office of Congressman Ro Khanna, Assemblymember Alex Lee, and The-Vu Nguyen from the Office of Santa Clara County Supervisor Otto Lee presented certificates of recognition for Councilmember Phan's service. Outgoing Councilmember Phan delivered remarks, reflecting on his

eight years of service.

3. Ceremonial Swearing-In of Re-Elected and Newly Elected City Officials

The oath of office was administered to Mayor Carmen Montano by her granddaughter Dominique Walker. Mayor Montano provided remarks, acknowledging her family, discussing her city service, and her vision and priorities for the next two years.

Councilmember Evelyn Chua was sworn in by her granddaughter Annalyn Bui and followed up with remarks highlighting her accomplishments and future goals.

Councilmember William Lam was sworn in by his wife, Cecile Lam. He followed up with remarks on his campaign and vision for the City.

City Manager Thomas invited the public to join the City Council for a reception.

The City Council adjourned to a reception at 6:25 PM.

Mayor Montano reconvened the City Council meeting at 7:15 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano, Councilmember Barbadillo, Councilmember Chua, Councilmember Lam, and Councilmember Lien.

ABSENT: None.

4. Elect New Vice Mayor (Contact: Mayor Carmen Montano, 408-586-3029)

Mayor Montano recommended Councilmember Barbadillo to serve as the new Vice Mayor.

There were no public speakers.

After discussion, motion: to Receive recommendation from Mayor Montano of Councilmember Barbadillo to serve as Milpitas Vice Mayor for one year and move to approve the new Vice Mayor.

Motion/Second: Mayor Montano / Councilmember Chua

Motion carried by the following:

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

NOES: None

ABSENT:

Mayor Montano spoke on her belief in rotating positions to give everyone an opportunity to serve in different capacities. Vice Mayor Barbadillo briefly spoke, assuring that nothing will change and that each councilmember will have an independent voice and vote. Councilmember Chua thanked Mayor Montano for the opportunity and noted it's a good practice to rotate, mentor, and prepare other council members for future duties.

The council then physically rearranged their seating, with Vice Mayor Barbadillo sitting next to the mayor, and other members adjusting their positions accordingly.

PUBLIC FORUM

There were the following public speakers:

1. Michael Tsai

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

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

READING OF THE CITY COUNCIL CODE OF CONDUCT

Councilmember Chua read the City Council Code of Conduct.

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

Motion/Second: Councilmember Lien / Councilmember Chua
by the following:

AYES: Mayor Montano, Vice Mayor Barbadillo, Councilmember Chua, Councilmember Lam, and
Councilmember Lien.

NOES: None

CONSENT CALENDAR

City Manager Thomas noted that Item C10 will be brought back on January 7, 2024.

After discussion, motion: to approve the consent calendar with Item C10 being deferred to January 7, 2025.

Motion/Second: Councilmember Chua / Councilmember Lien
Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Barbadillo, Councilmember Chua, Councilmember Lam, and
Councilmember Lien.

NOES: None

5. **Receive City Council Calendar of Meetings for December 2024 and January 2025 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Received City Council Calendar of Meetings for December 2024 and January 2025.

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

Approved City Council Meeting minutes of December 3, 2024.

7. **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.

8. 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.

9. Consider the Recommendation from Mayor Montano for Appointments to City Commissions (Contact: Mayor Montano, 408-586-3024)

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

Planning Commission

1. Reappoint Parveen Gupta to a full term ending December 2027.
2. Reappoint Dipak Awasthi to a full term ending December 2027.
3. Reappoint Alexander Galang to a full term ending December 2027.

10. Consider Mayor's Appointments of City Councilmembers as Liaisons to City Commissions, City Subcommittees, and Outside Agency Boards and Committees (Contact: Mayor Carmen Montano, 408-586-3024)

Deferred to January 7, 2025.

11. Consider Fee Waiver Requests from Kiwanis Club of Milpitas, Police Activity League Knights, and Milpitas Youth Soccer League (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

(1) Approved a fee waiver of \$945 for the Annual Kiwanis Crab Feed Fundraiser on February 7, 2025, at the Milpitas Community Center, (2) Approved a fee waiver of \$436 for the annual Police Activity League (PAL) Knights Football end of season banquet on January 10, 2025, at the Milpitas Community Center; and (3) Approved a fee waiver of \$545 for the annual Milpitas Youth Soccer League (MYSL) volunteer appreciation dinner on December 15, 2024, at the Milpitas Community Center.

12. Review and Accept the Development Impact Fee Five-Year Reports for the Calaveras Boulevard Widening Traffic Impact Fee, Transit Area Specific Plan Impact Fee, and Storm Drainage Improvement Fee for the Fiscal Year Ended June 30, 2024 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

(1) Reviewed and accepted the Development Impact Fee Annual and Five-Year Reports consistent with the Mitigation Fee Act for the Calaveras Boulevard Widening Traffic Impact Fee, Transit Area Specific Plan (TASP) Impact Fee, and Storm Drainage Improvement Fee for the fiscal year ended June 30, 2024; and (2) Adopted **Resolution No. 9375** making all findings required by the Mitigation Fee Act (AB1600).

LEADERSHIP AND SUPPORT SERVICES

13. Introduce an Ordinance to Make Corrections, Clarifications and Minor Updates and Modifications to the Milpitas Municipal Code (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

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

There were no public speakers.

After discussion, motion: Following the City Attorney's reading of the title, to waive the first reading

beyond the title and introduce **Ordinance No. 315** amending various sections of the Milpitas Municipal Code to make corrections, clarifications, minor updates and modifications.

Motion/Second: Mayor Montano / Vice Mayor Barbadillo

Motion carried by the following:

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

NOES: None

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

City Manager Thomas announced the next City Council meeting on January 7, 2026 and announced the City Hall Holiday Closure.

ADJOURNMENT

Mayor Montano adjourned the meeting at 7:43 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 1/3/2025

January 21, 2025 – Regular Meeting

CLOSED SESSION

INVOCATION (Councilmember Barbadillo)

PRESENTATION

- Martin Luther King, Jr. Day (Proclamation)
- Lunar New Year (January 29) (Proclamation)

CONSENT CALENDAR

1. Receive City Council calendar for January and February 2025 (City Clerk)
2. Approve City Council meeting minutes of January 7, 2025 (City Clerk)
3. Preview list of items for February 4, 2025 (City Clerk)
4. Councilmember Request List (City Clerk)
5. LAIF Account Signatures Update
6. Workforce Housing Rental Assistance Program Update (Housing)
7. Housing Authority: BMR Purchase (Housing)
8. Acceptance of SVCE Grant for Vehicle Electrification (Public Works)
9. Emergency Declaration Update - Main Sewer Lift Station Security Measures (Public Works)

PUBLIC HEARINGS

10. Economic Development Incentive Agreement (Economic Development)
11. FY 24-25 Development Impact Fee Schedule (Finance)
12. Substantial Amendment to the Annual Action Plan and FY 2025-2030 Consolidated Plan (Housing)

LEADERSHIP AND SUPPORT SERVICES

13. Receive Report on 2025 Citywide Community Engagement Survey (City Manager)
14. Council Quarterly Prioritization (City Manager)
15. City Council Salaries (City Attorney)

**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	Look into potential impact fees for heavy vehicle transportation using city roads	Montano	11/19/2024	An update on this item will be included in the next quarterly prioritization update.
2	Staff organize a job fair for City job openings	Chua	11/19/2024	An update on this item will be included in the next quarterly prioritization update.
3	Bring back a study or analysis of the permit process	Chua	11/19/2024	An update on this item will be included in the next quarterly prioritization update.
4	Feasibility study for a potential pickleball field at Dixon Landing Park	Montano	10/15/2024	An update on this item will be included in the next quarterly prioritization update.
5	Review the area near Rose Elementary School at the intersection of Edsel and Roswell for unsafe traffic conditions and possible traffic control measures.	Montano	10/1/2024	An update on this item will be included in the next quarterly prioritization update.
6	Bring forward the costs regarding the library renaming project to clarify costs and design by December of this year	Phan	10/1/2024	An update on this item will be included in the next quarterly prioritization update.
7	Invite the HR Director to a future meeting to present on hiring processes and vacancies	Lien	10/1/2024	City staff is working on an update to this item to be provided to the City Council in the next few months.
8	Explore updating the city's business tax rate schedule	Chua	10/1/2024	An update on this item will be included in the next quarterly prioritization update.
9	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.
10	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.

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
11	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.
12	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.
13	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.
14	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.
15	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.
16	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.
17	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.
18	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.
19	Main Street International Festival	Lien	10/3/2023	An update on this item will be included in the next quarterly prioritization update.
20	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.
21	Pickleball Pilot Project	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
22	Main Street Infrastructure Projects	Montano	2/28/2023	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	Main Street Flooding at Library	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
24	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.
25	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.
26	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.
27	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.
28	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.
29	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.
30	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.
31	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.
32	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.
33	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:	Consider Mayor's Appointments of City Councilmembers as Liaisons to City Commissions, City Subcommittees, and Outside Agency Boards and Committees (Contact: Mayor Carmen Montano, 408-586-3024)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	1/7/2025
Recommendation:	Consider Mayor's appointments of City Councilmembers as liaisons to City Commissions, City Subcommittees, and outside agencies, boards and committees, and move to confirm those appointments.

Background:

Milpitas City Councilmembers serve as liaisons to City Commissions and outside agency boards and committees. Councilmembers also serve on Council Subcommittees. Traditionally, after a local election, the Mayor will recommend reassignments of City Councilmembers to both the City and outside agency bodies. These recommendations are placed on a City Council agenda and approved at a City Council meeting.

Analysis:

Mayor Montano has provided the attached recommendations for Councilmember appointments to City subcommittees and commissions, outside agencies, boards, and committees.

Fiscal Impact:

There is no fiscal impact associated with this item.

CEQA:

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

Recommendation(s):

Consider Mayor's appointments of City Council members to liaisons of City Commissions and outside agencies and committees, and boards, and move to confirm those appointments.

Attachment(s):

(a) Council Committee and Agency Assignments - January 2025

City of Milpitas
Recommended City Council Appointments to City Subcommittees, City Commissions and Regional/Local Agencies
January 2025

Subcommittee, Commission or Agency	Mayor Carmen Montano	Vice Mayor Gary Barbadillo	Evelyn Chua	Hon Lien	William Lam
City Council Subcommittees					
Facility Naming Subcommittee (ad hoc ¹)	Chair		Member		
Finance Subcommittee	Chair		Member		
Housing Subcommittee (ad hoc ¹)	Chair			Member	
Main Street Revitalization Subcommittee (ad hoc ¹)	Chair	Member			
Transportation Subcommittee	Chair				Member
City/School Collaborative Subcommittee	Chair	Member			
City Commissions/Task Forces					
Arts Commission	Liason				
Community Housing Commission			Liason		
Economic Development & Trade Commission					Liason
Energy and Environmental Sustainability Commission			Liason		
Library & Education Advisory Commission				Liason	
Parks, Recreation and Cultural Resources Commission			Liason		
Public Safety & Emergency Preparedness Commission					Liason
Science, Technology and Innovation Commission					Liason
Senior Advisory Commission				Liason	
Veterans Commission		Liason			
Youth Advisory Commission				Liason	
Regional/Local Agencies					
Association of Bay Area Gov. General Assembly Delegate	Alternate			Primary	
Bay Area Water Supply & Cons. Agency & SF Bay Area Regional Water System Financing Authority, Board of Directors/RFA Member	Primary	Alternate			
Cities Association of Santa Clara County	Primary		Alternate		
- Board of Directors, Legislative Action Committee, City Selection Committee	Primary		Alternate		
League of California Cities - Peninsula Division	Primary	Alternate			
San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC)	Primary	Alternate			
Santa Clara County Library Joint Powers Authority, Board of Directors	Primary			Alternate	
Santa Clara Valley Water District, Water Commission	Primary	Alternate			
Silicon Valley Clean Energy (SVCE), Board of Directors		Primary	Alternate		
South Bay Odor Stakeholders Group (SBOSG)				Alternate	Primary
Silicon Valley Regional Interoperability Authority (SVRIA), Board of Directors ²		Alternate until 2025 then primary starting July 2025		Alternate for Gary Barbadillo	
Valley Transportation Authority, Board of Directors ³	Alternate (Santa Clara will be primary)				
Valley Transportation Authority, Northeast Group ³	Alternate (Santa Clara will be primary)				
Valley Transportation Authority, Policy Advisory Committee (PAC) ³		Alternate	Primary		
Other					
Milpitas Chamber of Commerce Liaison		Primary	Alternate		
1000 Hillview Stakeholders Group	Chair				Member

Footnotes

- Ad hoc subcommittees do not meet on a regular schedule and only meet as-needed
- For SVRIA, Milpitas will hold the "alternate" seat through June 2025 and then Milpitas will hold the "primary" seat from July 2025 through June 2028
- The Valley Transportation Authority is expected to make their appointments in early 2025. It is possible that Milpitas may not have seats on each of these bodies. However, if Milpitas does have a seat, this document indicates who Milpitas' representatives will be



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize and Approve Out-of-State Travel Request for Mayor Carmen Montano to Attend the U.S. Conference of Mayors 93rd Winter Meeting in Washington, D.C. (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	1/7/2025
Recommendation:	Authorize and approve out-of-state travel to Washington, D.C., for Mayor Carmen Montano to attend the U.S. Conference of Mayors 93 rd Winter Meeting to be held on January 16-20, 2025, for an estimated total not-to-exceed amount of \$5,900, budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

BACKGROUND:

The United States Conference of Mayors (USCM) holds its 93rd Annual Winter Meeting (Annual Meeting) in Washington, D.C. This annual gathering of mayors will convene on January 16-20, 2025. During the Annual Meeting, there will be opportunities for direct engagement with Federal officials, Congressional leaders, and key policy and thought leaders in our nation's capital. USCM standing committees recommend policy positions that they believe should be adopted by the organization. All policy positions adopted at the annual meeting collectively represent the views of the nation's mayors and are distributed to the President of the United States and Congress. The Annual Meeting will also provide mayors and other attendees with unique opportunities to network, exchange ideas, and reaffirm a shared commitment to serving the interests of U.S. cities.

Mayor Montano plans to travel to Washington, D.C., on January 16 and will attend the full conference. She will stay an extra day to provide flexibility for the City's legislative consultant to schedule meetings with key members of the California Congressional delegation and attend the Presidential Inauguration on January 20. Councilmember Evelyn Chua and Councilmember Hon Lien have also requested Council approval to travel and attend the Winter Meeting and Presidential Inauguration. Attachment 1 is a preliminary agenda for the USCM Winter Meeting.

ANALYSIS:

The City of Milpitas Travel and Expense Policy requires the City Council to approve all travel for the elected officials and City Manager. City Council approval of the out-of-state request will allow Mayor Carmen Montano to attend the USCM Winter Meeting and engage with the nation's mayors and other elected officials and bring back information to share with the Council. Attending this event will also allow Mayor Montano to meet the City's legislative consultants and schedule meetings with members of the California congressional delegation. USCM participation will ensure the Milpitas community is fully represented at the regional, state, and national levels.

POLICY ALTERNATIVE(S):

Not Applicable

FISCAL IMPACT:

The estimated individual expense for Mayor Carmen Montano to attend for U.S. Conference of Mayors 93rd Winter Meeting in Washington, DC, will be \$5,900, including the registration fee, air and land transportation, lodging, meals, and reimbursement for incidental expenses.

To date, Mayor Montano has a balance of \$7,215.35 in her Individual Elected Official allocation of \$10,000 for Conferences/Meetings/Memberships. If the travel request for Councilmember Chua is approved, the estimated remaining balance in her travel account for the rest of the fiscal year will be \$1,314.35.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

RECOMMENDATION:

Authorize and approve the out-of-state travel to Washington, D.C., for Mayor Carmen Montano to attend the United States Conference of Mayors 93rd Winter Meeting to be held January 16-20, 2025, for an estimated total not-to-exceed amount of \$5,900 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

ATTACHMENT(S):

- (a) United States Conference of Mayors 93rd Winter Meeting Draft Agenda
- (b) Council Conferences Budget Tracking



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Draft Agenda (Check back soon!)

Agenda

Here's what's scheduled for the event.

All Dates
1/17-1/19

Friday
1/17

Saturday
1/18

Sunday
1/19

Filters



January 17, 2025

7:00 AM ET

Registration

7:00 AM-6:00 PM

8:30 AM ET

Breakfast Available

8:30 AM-9:00 AM

9:00 AM ET

Friday Morning Plenary Session

9:00 AM-10:00 AM

10:15 AM ET

Council on Metro Economies and the New American City

10:15 AM-11:15 AM

First-Time Attendee Mayors Session

10:15 AM-11:15 AM

Mayors Water Council

10:15 AM-11:15 AM

11:30 AM ET

Best Practice Forums

11:30 AM-12:30 PM

11:45 AM ET

Opening Press Conference

11:45 AM-12:30 PM

12:45 PM ET

Opening Plenary Lunch

12:45 PM-2:00 PM

2:15 PM ET

Best Practice Forums

2:15 PM-3:15 PM

3:30 PM ET

Best Practice Forums

3:30 PM-4:30 PM

4:45 PM ET

Mayors-Only Session

4:45 PM-6:15 PM

6:30 PM ET

Opening Reception

6:30 PM-8:00 PM

January 18, 2025

7:00 AM ET

Registration

7:00 AM-6:00 PM

8:30 AM ET

Breakfast Available

8:30 AM-9:00 AM

9:00 AM ET

Mayors and Business Leaders Plenary Session

9:00 AM-10:00 AM

10:15 AM ET

Best Practice Forums

10:15 AM-11:15 AM

11:30 AM ET

Best Practice Forums

11:30 AM-12:30 PM

12:45 PM ET

Childhood Obesity Prevention/Environmental Health & Sustain...

12:45 PM-2:15 PM

2:30 PM ET

Best Practice Forums

2:30 PM-3:30 PM

3:45 PM ET

Best Practice Forums

3:45 PM-4:45 PM

5:00 PM ET

Democratic Mayors Association Meeting

5:00 PM-6:00 PM

7:00 PM ET

Welcome to Washington, DC Reception: Embassy of Spain

7:00 PM-9:00 PM

January 19, 2025

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Registration

7:00 AM-12:00 PM

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Breakfast Available

8:30 AM-9:00 AM

9:00 AM ET

Honoring Leadership in the Arts Plenary Session

9:00 AM-10:15 AM

10:30 AM ET

Best Practice Forums

10:30 AM-11:30 AM

Executive Committee

10:30 AM-11:30 AM

12:00 PM ET

Closing Plenary Lunch

12:00 PM-1:15 PM

Follow us on:

Council Conferences/Trainings FY 24-25 Budget Tracking Sheet

Mayor Montano				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			2,785.65	7,214.35
1	Long Beach Annual Conference and Expo: Oct 16 - 18, 2024	\$ 2,685.65		
2	Cities Association of SCC Annual Holiday Dinner: Dec 8, 2024	\$ 50.00		

Vice Mayor Barbadillo				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			50.00	9,950.00
1	Cities Association of SCC Annual Holiday Dinner: Dec 8, 2024	\$ 50.00		

Councilmember Chua				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			75.00	9,925.00
1	Long Beach Annual Conference and Expo: Oct 16 - 18, 2024 Cancellation fee only	\$ 75.00		

Councilmember Lien				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			125.00	9,875.00
1	Long Beach Annual Conference and Expo: Oct 16 - 18, 2024 Cancellation fee only	\$ 75.00		
2	Cities Association of SCC Annual Holiday Dinner: Dec 8, 2024	\$ 50.00		

Councilmember Lam				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			50.00	9,950.00
1	Cities Association of SCC Annual Holiday Dinner: Dec 8, 2024	\$ 50.00		



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize and Approve Out-of-State Travel Request for Councilmember Evelyn Chua to Attend the U.S. Conference of Mayors 93rd Winter Meeting in Washington, D.C. (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	1/7/2025
Recommendation:	Authorize and approve out-of-state travel to Washington, D.C., for Councilmember Evelyn Chua to attend the United States Conference of Mayors 93 rd Winter Meeting to be held on January 16-20, 2025, for an estimated total not-to-exceed amount of \$5,800, budgeted under the Individual Elected Official allocation for Conferences/ Meetings/Trainings.

BACKGROUND:

The United States Conference of Mayors (USCM) holds its 93rd Annual Winter Meeting (Annual Meeting) in Washington, D.C. This annual gathering will convene on January 16-20, 2025. During the Annual Meeting, there will be opportunities for direct engagement with Federal officials, Congressional leaders, and key policy and thought leaders in our nation's capital. USCM standing committees recommend policy positions that they believe should be adopted by the organization. All policy positions adopted at the annual meeting collectively represent the views of the nation's mayors and are distributed to the President of the United States and Congress. The Annual Meeting will also provide mayors and other attendees with unique opportunities to network, exchange ideas, and reaffirm a shared commitment to serving the interests of U.S. cities.

Councilmember Chua plans to travel to Washington, D.C., on January 16 and will attend the full conference. She will stay an extra day to provide flexibility for the City's legislative consultant to schedule meetings with key members of the California Congressional delegation and attend the Presidential Inauguration on January 20. Mayor Carmen Montano and Councilmember Hon Lien have also requested Council approval to travel and attend the Winter Meeting and Presidential Inauguration. Attachment 1 is a preliminary agenda for the USCM Winter Meeting.

ANALYSIS:

The City of Milpitas Travel and Expense Policy requires the City Council to approve all travel for the elected officials and City Manager. City Council approval of the out-of-state request will allow Councilmember Evelyn Chua to attend the USCM Winter Meeting and engage with the nation's mayors and other elected officials and bring back information to share with the Council. Attending this event will also allow Councilmember Chua to meet the City's legislative consultants and schedule meetings with members of the California congressional delegation. USCM participation will ensure the Milpitas community is fully represented at the regional, state, and national levels.

POLICY ALTERNATIVE(S):

Not Applicable

FISCAL IMPACT:

The estimated individual expense for Councilmember Evelyn Chua to attend for U.S. Conference of Mayors 93rd Winter Meeting in Washington, D.C., will be \$5,800, including the registration fee, air and land transportation, lodging, meals, and reimbursement for incidental expenses.

To date, Councilmember Evelyn Chua has a balance of \$9,925 in her Individual Elected Official allocation of \$10,000 for Conferences/Meetings/Memberships. If the travel request for Councilmember Chua is approved, the estimated remaining balance in her travel account for the rest of the fiscal year will be \$4,125.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

RECOMMENDATION:

Authorize and approve the out-of-state travel to Washington, D.C., for Councilmember Evelyn Chua to attend the United States Conference of Mayors 93rd *Winter Meeting* to be held on January 16 – 20, 2025, for an estimated total not-to-exceed amount of \$5,800 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

ATTACHMENT(S):

- (a) United States Conference of Mayors 93rd Winter Meeting Draft Agenda
- (b) Council Conferences Budget Tracking



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Vice Mayor Barbadillo				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			50.00	9,950.00
1	Cities Association of SCC Annual Holiday Dinner: Dec 8, 2024	\$ 50.00		

Councilmember Chua				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			75.00	9,925.00
1	Long Beach Annual Conference and Expo: Oct 16 - 18, 2024 Cancellation fee only	\$ 75.00		

Councilmember Lien				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			125.00	9,875.00
1	Long Beach Annual Conference and Expo: Oct 16 - 18, 2024 Cancellation fee only	\$ 75.00		
2	Cities Association of SCC Annual Holiday Dinner: Dec 8, 2024	\$ 50.00		

Councilmember Lam				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			50.00	9,950.00
1	Cities Association of SCC Annual Holiday Dinner: Dec 8, 2024	\$ 50.00		



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize and Approve Out-of-State Travel Request for Councilmember Hon Lien to Attend the U.S. Conference of Mayor's 93rd Annual Winter Meeting in Washington, D.C. (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	1/7/2025
Recommendation:	Authorize and approve out-of-state travel to Washington, D.C., for Councilmember Hon Lien to attend the U.S. Conference of Mayors 93 rd Winter Meeting to be held on January 16-20, 2025, for an estimated total not-to-exceed amount of \$5,000, budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

BACKGROUND:

The United States Conference of Mayors (USCM) holds its 93rd Annual Winter Meeting (Annual Meeting) in Washington, D.C. This annual gathering will convene on January 16-20, 2025. During the Annual Meeting, there will be opportunities for direct engagement with Federal officials, Congressional leaders, and key policy and thought leaders in our nation's capital. USCM standing committees recommend policy positions that they believe should be adopted by the organization. All policy positions adopted at the annual meeting collectively represent the views of the nation's mayors and are distributed to the President of the United States and Congress. The Annual Meeting will also provide mayors and other attendees with unique opportunities to network, exchange ideas, and reaffirm a shared commitment to serving the interests of U.S. cities.

Councilmember Lien plans to travel to Washington, D.C., on January 16 and will attend the full conference. She will stay an extra day to provide flexibility for the City's legislative consultant to schedule meetings with key members of the California Congressional delegation and attend the Presidential Inauguration on January 20. Mayor Carmen Montano and Councilmember Evelyn Chua have also requested Council approval to travel and attend the Winter Meeting and Presidential Inauguration. Attachment 1 is a preliminary agenda for the USCM Winter Meeting.

ANALYSIS:

The City of Milpitas Travel and Expense Policy requires the City Council to approve all travel for the elected officials and City Manager. City Council approval of the out-of-state request will allow Councilmember Hon Lien to attend the USCM Winter Meeting and engage with the nation's mayors and other elected officials and bring back information to share with the Council. Attending this event will also allow Councilmember Lien to meet the City's legislative consultants and schedule meetings with members of the California congressional delegation. USCM participation will ensure the Milpitas community is fully represented at the regional, state, and national levels.

POLICY ALTERNATIVE(S):

Not Applicable

FISCAL IMPACT:

The estimated individual expense for Councilmember Hon Lien to attend for U.S. Conference of Mayors 93rd Winter Meeting in Washington, D.C., will be \$5,000, including the registration fee, air and land transportation, lodging, meals, and reimbursement for incidental expenses.

To date, Councilmember Hon Lien has a balance of \$9,875 in her Individual Elected Official allocation of \$10,000 for Conferences/Meetings/Memberships. If the travel request for Councilmember Lien is approved, the estimated remaining balance in her travel account for the rest of the fiscal year will be \$4,875.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

RECOMMENDATION:

Authorize and approve the out-of-state travel to Washington, D.C., for Councilmember Hon Lien to attend the United States Conference of Mayors 93rd *Winter Meeting* to be held on January 16-20, 2025, for an estimated total not-to-exceed amount of \$5,000 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

ATTACHMENT(S):

- (a) United States Conference of Mayors 93rd Winter Meeting Draft Agenda
- (b) Council Conferences Budget Tracking



THE UNITED STATES
CONFERENCE OF MAYORS

[Summary](#) [Agenda](#) [Fees](#)

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Draft Agenda (Check back soon!)

Agenda

Here's what's scheduled for the event.

All Dates
1/17-1/19

Friday
1/17

Saturday
1/18

Sunday
1/19

Filters



January 17, 2025

7:00 AM ET

Registration

7:00 AM-6:00 PM

8:30 AM ET

Breakfast Available

8:30 AM-9:00 AM

9:00 AM ET

Friday Morning Plenary Session

9:00 AM-10:00 AM

10:15 AM ET

Council on Metro Economies and the New American City

10:15 AM-11:15 AM

First-Time Attendee Mayors Session

10:15 AM-11:15 AM

Mayors Water Council

10:15 AM-11:15 AM

11:30 AM ET

Best Practice Forums

11:30 AM-12:30 PM

11:45 AM ET

Opening Press Conference

11:45 AM-12:30 PM

12:45 PM ET

Opening Plenary Lunch

12:45 PM-2:00 PM

2:15 PM ET

Best Practice Forums

2:15 PM-3:15 PM

3:30 PM ET

Best Practice Forums

3:30 PM-4:30 PM

4:45 PM ET

Mayors-Only Session

4:45 PM-6:15 PM

6:30 PM ET

Opening Reception

6:30 PM-8:00 PM

January 18, 2025

7:00 AM ET

Registration

7:00 AM-6:00 PM

8:30 AM ET

Breakfast Available

8:30 AM-9:00 AM

9:00 AM ET

Mayors and Business Leaders Plenary Session

9:00 AM-10:00 AM

10:15 AM ET

Best Practice Forums

10:15 AM-11:15 AM

11:30 AM ET

Best Practice Forums

11:30 AM-12:30 PM

12:45 PM ET

Childhood Obesity Prevention/Environmental Health & Sustain...

12:45 PM-2:15 PM

2:30 PM ET

Best Practice Forums

2:30 PM-3:30 PM

3:45 PM ET

Best Practice Forums

3:45 PM-4:45 PM

5:00 PM ET

Democratic Mayors Association Meeting

5:00 PM-6:00 PM

7:00 PM ET

Welcome to Washington, DC Reception: Embassy of Spain

7:00 PM-9:00 PM

January 19, 2025

7:00 AM ET

Registration

7:00 AM-12:00 PM

8:30 AM ET

Breakfast Available

8:30 AM-9:00 AM

9:00 AM ET

Honoring Leadership in the Arts Plenary Session

9:00 AM-10:15 AM

10:30 AM ET

Best Practice Forums

10:30 AM-11:30 AM

Executive Committee

10:30 AM-11:30 AM

12:00 PM ET

Closing Plenary Lunch

12:00 PM-1:15 PM

Follow us on:

Council Conferences/Trainings FY 24-25 Budget Tracking Sheet

Mayor Montano				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			2,785.65	7,214.35
1	Long Beach Annual Conference and Expo: Oct 16 - 18, 2024	\$ 2,685.65		
2	Cities Association of SCC Annual Holiday Dinner: Dec 8, 2024	\$ 50.00		

Vice Mayor Barbadillo				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			50.00	9,950.00
1	Cities Association of SCC Annual Holiday Dinner: Dec 8, 2024	\$ 50.00		

Councilmember Chua				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			75.00	9,925.00
1	Long Beach Annual Conference and Expo: Oct 16 - 18, 2024 Cancellation fee only	\$ 75.00		

Councilmember Lien				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			125.00	9,875.00
1	Long Beach Annual Conference and Expo: Oct 16 - 18, 2024 Cancellation fee only	\$ 75.00		
2	Cities Association of SCC Annual Holiday Dinner: Dec 8, 2024	\$ 50.00		

Councilmember Lam				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			50.00	9,950.00
1	Cities Association of SCC Annual Holiday Dinner: Dec 8, 2024	\$ 50.00		



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize and Approve Travel Requests for Mayor Montano, Councilmember Chua, Councilmember Lien, and Councilmember Lam to Sacramento, CA (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	1/7/2025
Recommendation:	Authorize and approve the travel to Sacramento, CA, for Mayor Carmen Montano, Councilmember Evelyn Chua, Councilmember Hon Lien, and Councilmember William Lam to attend the League of California Cities <i>Mayors and Council Members Academy</i> to be held on January 22–24, 2025, for a combined estimated total not-to-exceed amount of \$6,400 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

BACKGROUND:

The League of California Cities holds its Annual Mayors and Council Members Academy in various California cities. This year, the Academy will be held in Sacramento and is scheduled for January 22–24, 2025. This academy covers the legal, financial, and practical fundamentals of the mayor and councilmembers roles as an elected city official. Additionally, Mayor Montano, Councilmember Chua, Councilmember Lien, and Councilmember Lam's attendance at this academy will foster relationships with their peers. The sessions include an update on key legislative issues and an overview of the League of California Cities services. Included in this agenda packet is the preliminary agenda for this academy as Attachment 1.

ANALYSIS:

The City of Milpitas Travel and Expense Policy requires the City Council to approve all travel for the elected officials and City Manager. Council approval of the Sacramento travel request will allow Mayor Carmen Montano, Councilmember Evelyn Chua, Councilmember Hon Lien, and Councilmember William Lam to gain additional knowledge from other California policymakers and bring it back to share with their colleagues. Continued conference participation and attendance also ensure that the Milpitas community is fully represented at the regional, state, and national levels.

POLICY ALTERNATIVE(S):

Not Applicable

FISCAL IMPACT:

The estimated individual expenses for the Sacramento, CA League of CA Cities Mayors and Council Members Academy, including the registration fee, lodging, meals, mileage, and incidental reimbursements, are \$1,600 for each elected official.

If the Washington, DC travel request is approved (another agenda item), Mayor Carmen Montano will have an estimated balance of \$1,314.35, which will bring her new balance to an approximately negative \$200 in her Individual Elected Official allocation of \$10,000 for Conferences/Meetings/Memberships. However, there is sufficient funding remaining in other councilmembers' travel accounts to cover this overage so that if this agenda item is approved, staff will fund the overage from another councilmember's travel account. If the Washington, DC travel request is approved (another agenda item), Councilmember Evelyn Chua and Councilmember Hon Lien, will have an estimated balance of \$2,525 and \$3,275, respectively, in their Individual Elected Official allocation of \$10,000 for Conferences / Meetings / Memberships. To date, Councilmember William Lam has a balance of \$9,950 in his Individual Elected Official allocation of \$10,000 for Conferences/Meetings/Memberships sufficient to cover the estimated not-to-exceed amount of \$1,600

conference cost, leaving a balance of \$8,350 in Councilmember Lam's account if this action is taken by City Council.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

RECOMMENDATION:

Authorize and approve the travel to Sacramento, CA, for Mayor Carmen Montano, Councilmember Evelyn Chua, Councilmember Hon Lien, and Councilmember William Lam to attend the League of California Cities *Mayors and Council Members Academy* to be held on January 22–24, 2025, for a combined estimated total not-to-exceed amount of \$6,400 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

ATTACHMENT(S):

- (a) League of California Cities Mayors and Council Members Academy Draft Agenda
- (b) Council Conferences Budget Tracking



Schedule subject to change.

Speaker names will be added as they are confirmed.

Wednesday, Jan. 22

8:00 a.m.-5:30 p.m.

Registration Open

9:00-11:00 a.m.

Harassment Prevention Training for Supervisors and Officials (AB 1661)

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.

This informational and interactive workplace harassment prevention training will focus on current and emerging issues and 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, AB 2053, AB 1661 and SB 396.

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

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

Your Cal Cities and How To Use It

As a city official, you are the League of California Cities. Meet the Cal Cities leadership team and learn about the organization's mission and structure, the advocacy and educational tools Cal Cities provides, and how you can get the most out of your membership.

Opening Remarks: Debbie Baker, President, Mayors and Council Members Department and Council Member, La Palma

Moderator: Jennifer Whiting, Deputy Executive Director, League of California Cities

Speakers: Carolyn Coleman, Executive Director and CEO, League of California Cities

Lynne B. Kennedy, President, League of California Cities and Mayor Pro Tem, Rancho Cucamonga

12:30-1:45 p.m.

Networking Luncheon

2:00-3:30 p.m.

Developing an Effective City Council and City Manager Team: The Key to Good Governance and City Success

Successful communities require highly effective governance and management, key to which is a positive city council/city manager working relationship guided by good, open communication. This session will help you to better appreciate the roles that the city council governing body, individual council members, and the city manager fulfill in a successful working relationship based on effective communication and sound governance practices.

Moderator: Patricia E. Martel, West Coast Regional Director, ICMA

Speakers: Karen Pinkos, City Manager, El Cerrito

Gabriel Quinto, First Vice President, League of California Cities and Mayor Pro Tem, El Cerrito

3:30-4:00 p.m.

Dessert Break

4:00-5:30 p.m.

Your Legal Powers and Obligations; Open Government and Conflicts of Interest

You were elected to make things happen in your city. Learn the breadth and limitations of your powers as a city official. Then, acquire a basic understanding of the legal authorities and restrictions under which cities and city officials operate, with a focus on open government laws, such as the Brown Act and the Public Records Act, and laws pertaining to conflicts of interest.

Moderator: Kuldip Thusu, First Vice President, Mayors and Council Department and Council Member, City of Dinuba

Speakers: Susana Alcala Wood, City Attorney, Sacramento

Michael Lawson, City Attorney, Hayward

Prasanna W. Rasiah, City Attorney, San Mateo

5:30-6:30 p.m.

Networking Reception

Planned with the Cal Cities Partners

Take this opportunity to network with your peers from throughout the state after a full day of educational sessions.

Thursday, Jan. 23

7:30 a.m.-4:00 p.m.
Registration Open

7:30-9:00 a.m.
Networking Breakfast

9:00 -10:15 a.m.

Policy Role in Land Use Planning

Land use planning is one of the most important parts of a city official's responsibilities due to the long-term impacts it can have on a community's environment, economic vitality, and the physical health of its residents. Learn about tools and processes in land use planning, such as the general plan, zoning, and the California Environmental Quality Act, as well as the role of regional agencies and the state. This knowledge will help you foster a solid working relationship with your city's planning commission and planning staff.

Moderator: Debbie Baker, President, Mayors and Council Members Department and Council Member, La Palma

Speakers: Eric A. Nelson, Vice Chair - Planning Commission, City of Dana Point
Mark Teague, Managing Principal, PlaceWorks

10:30 a.m.-12:00 p.m.

Financial Responsibilities, City Revenues Workshop (Part 1)

Learn about your responsibilities as an elected official when exercising fiduciary accountability and transparency in open government. In this enlightening conversation, discuss the local government financial cycle, elected official financial oversight duties, and state and local funding relationships, and the four stages of fiscal meltdown. Plus, learn how to be a better leader by discovering how to avoid micromanagement and manage complacency. The importance of structurally balanced budget tips for setting city council goals and the need for financial policies will be stressed during this session.

Speakers: Michael Coleman, CalCities Fiscal Policy Advisor, CaliforniaCityFinance.com
Christina Turner, City Manager, Morgan Hill

12:00-1:15 p.m.
Networking Lunch

1:30-3:00 p.m.

Social Media / Digital Communications and Civic Engagement

With constant advancements in social media over the last several years, it can be hard to keep up with the "do's and don'ts" of every platform. Moreover, as misinformation increases, elected officials need to be quick on their feet and have the necessary skills to proactively manage public perceptions about local

governmental affairs. Discover what cities should be doing to communicate with their constituents in the 21st century, and the rules that elected officials must follow.

Moderator: Jan Arbuckle, Department Director, Mayors and Council Members
Department and Mayor, City of Grass Valley

Speakers: Gena Burns, Partner, Burke, Williams & Sorensen, LLP
Brandon A. Castillo, Partner, Bicker, Castillo, Fairbanks & Spitz

3:00-3:30 p.m.

Dessert Break

3:30-5:00 p.m.

Effective Advocacy and Key City Issues

Meet the League of California Cities' legislative team and learn about the 2024 Cal Cities Action Agenda, legislative calendar, and trending issues in the Legislature. The Cal Cities team will also share ideas for establishing practical skills to develop persuasive arguments and testimony that will serve your city's interests.

Moderator: Jason Rhine, Director of Legislative Affairs, League of California Cities

Speakers:

Kristine Guerrero, Director of Public Affairs, League of California Cities
Caroline Cirrincione, Legislative Representative, League of California Cities
Damon Conklin, Legislative Representative, League of California Cities
Brady Guertin, Legislative Representative, League of California Cities
Johnnie Piña, Legislative Representative, League of California Cities
Melissa Sparks-Kranz, Legislative Representative, League of California Cities
Ben Triffo, Legislative Representative, League of California Cities
Jolena Voorhis, Legislative Representative, League of California Cities

Friday, Jan. 24

7:15-11:00 a.m.

Registration Open

7:15-8:15 a.m.

Networking Breakfast

8:15-9:45 a.m.

Financial Responsibilities, City Revenues Workshop (Part 2)

Learn about your responsibilities as an elected official when exercising fiduciary accountability and transparency in open government. In this enlightening conversation, discuss the local government financial cycle, elected official

financial oversight duties, and state and local funding relationships, and the four stages of fiscal meltdown. Plus, learn how to be a better leader by discovering how to avoid micromanagement and manage complacency. The importance of structurally balanced budget tips for setting city council goals and the need for financial policies will be stressed during this session.

Closing Remarks: Kuldip Thusu, First Vice President, Mayors and Council Department and Council Member, City of Dinuba

Speakers: Michael Coleman, Cal Cities Fiscal Policy Advisor, CaliforniaCityFinance.com

Christina Turner, City Manager, Morgan Hill

10:15 a.m.-12:15 p.m.

Understanding Public Service Ethics Laws and Principles (AB 1234)

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.

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.

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

Council Conferences/Trainings FY 24-25 Budget Tracking Sheet

Mayor Montano				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			8,685.65	1,314.35
1	Long Beach Annual Conference and Expo: Oct 16 - 18, 2024	\$ 2,685.65		
2	Cities Association of SCC Annual Holiday Dinner: Dec 8, 2024	\$ 50.00		
3	USCM 93rd Winter Meeting: Jan 16 - 20, 2025	\$ 5,900.00		<i>estimates only</i>

Vice Mayor Barbadillo				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			50.00	9,950.00
1	Cities Association of SCC Annual Holiday Dinner: Dec 8, 2024	\$ 50.00		

Councilmember Chua				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			75.00	9,925.00
1	Long Beach Annual Conference and Expo: Oct 16 - 18, 2024 Cancellation fee only	\$ 75.00		
2	USCM 93rd Winter Meeting: Jan 16 - 20, 2025	\$ 5,800.00		<i>estimates only</i>

Councilmember Lien				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			5,125.00	4,875.00
1	Long Beach Annual Conference and Expo: Oct 16 - 18, 2024 Cancellation fee only	\$ 75.00		
2	Cities Association of SCC Annual Holiday Dinner: Dec 8, 2024	\$ 50.00		
3	USCM 93rd Winter Meeting: Jan 16 - 20, 2025	\$ 5,000.00		<i>estimates only</i>

Councilmember Lam				
	Training/Travel Event	FY24-25 Amount Expended/Estimates	Total \$	Remaining Balance \$
			50.00	9,950.00
1	Cities Association of SCC Annual Holiday Dinner: Dec 8, 2024	\$ 50.00		



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt Ordinance 315 to Make Corrections, Clarifications and Minor Updates and Modifications to the Milpitas Municipal Code (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	1/7/2025
Recommendation:	(1) Move to waive the second reading and adopt Ordinance No. 315 amending various sections of the Milpitas Municipal Code to make corrections, clarifications, minor updates and modifications; and (2) Make findings of exemption from environmental review pursuant to CEQA Guideline 15378(b)(4).

BACKGROUND:

On December 10, 2024, the City Council by a vote of five to zero introduced this ordinance for a first reading without modification. The ordinance is now ready for adoption.

FISCAL IMPACT:

There is no cost to adopt the proposed ordinance beyond incidental publication costs and staff time.

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:

Move to waive the second reading and adopt Ordinance No. 315 amending various sections of the Milpitas Municipal Code to make corrections, clarifications, minor updates and modifications; (2) Make findings of exemption from environmental review pursuant to CEQA Guideline 15378(b)(4); and adopt Ordinance No. 315.

ATTACHMENT(S):

(a) Proposed Ordinance No. 315

REGULAR

NUMBER: 315

TITLE: AN ORDINANCE TO MAKE CORRECTIONS, CLARIFICATIONS AND MINOR UPDATES AND MODIFICATIONS TO THE MILPITAS MUNICIPAL CODE

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

RECITALS AND FINDINGS:

WHEREAS, in December 2023, the City Council approved realigning the Engineering and Public Works Departments into one department;

WHEREAS, in the 2024-2025 Adopted Operating Budget the City Council approved organizational realignments in the City Manager's Office and development services departments.; and

WHEREAS, the departmental realignments included the addition of positions, the deletion of positions, and the realignment of certain departments and offices; and

WHEREAS, the codified municipal code referred to some of the deleted positions and the realigned departments and divisions; and

WHEREAS, the codified municipal code referred to some departments and positions that have been changed due to prior realignments over the past decades prior to December 2023;

WHEREAS, the City Council wishes to amend the codified municipal code so that it is consistent with the realignment adopted in December 2023 and in the 2024-2025 Adopted Operating Budget and with past realignments prior to December 2023; and

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

SECTION 1. RECORD AND BASIS FOR ACTION

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

SECTION 2. CORRECTIONS, CLARIFICATIONS, AND MINOR UPDATES TO THE MUNICIPAL CODE

Chapters 2 and 13 of Title I of the Milpitas Municipal Code are hereby amended to read as follows:

I-2-3.20-3: Contractors List. The Directors ~~of Engineering and of~~ Public Works, in coordination with the City's Purchasing Agent, shall compile and maintain a list of qualified contractors identified according to categories of work. This list shall comply with the requirements of Section 22034 of the Act and the criteria promulgated, from time to time, by the Commission.

I-13-2.04 Property Not Sold at Auction

Any property not purchased at said auction may be disposed of or destroyed by the Director of ~~Central Services~~ Public Works as he shall determine to be in the best interests of the City.

Chapters 1, 2, 12 13, 15, 20, 160, and 170 of Title II of the Milpitas Municipal Code are hereby amended to read as follows:—

II-1-3.03 Posting Notice of Hazardous Building

Every building which the Building Official causes to be vacated because of an immediate danger or hazard may be posted at each entrance with a notice which states: "Do Not Enter: Unsafe to Occupy: It is a misdemeanor to occupy the building or remove or deface the notice. [Office of Building Safety](#)~~Building Safety and Housing Department~~, City of Milpitas." Such notice may remain posted until the required repairs, improvements, demolition or removal are completed. Such notice shall not be removed without written permission of the Building Official, and all persons shall forthwith vacate said building and no person shall enter the building except for the purpose of making the required repairs, improvements, demolition or removal of the building.

II-2-11.01 Permit Required

11.01-1 No building shall be demolished without first obtaining a permit to do the same.

11.01-2 If the permit is for a building listed on the 1990 Historic Sites Inventory, which is identified in Section 11.01-3 below, the permit shall be issued by the City Council upon application filed with the [Office of Building Safety](#)~~Building Safety and Housing Department of City~~. The Building Official shall promptly transmit the permit application to the City Clerk, together with his or her comments and recommendations. The Council may consider the matter on the first available agenda but shall not be required to take action for 30 days following the filing of the application. In granting any permit hereunder, the City Council shall be empowered to:

- (a) Impose reasonable conditions to protect the public peace, health, safety and general welfare and to defer issuance of the permit until those conditions are met or secured.
- (b) Impose a reasonable delay (not to exceed 180 days) on the issuance of a permit if it finds a building a potential cultural resource within the meaning of Chapter 4, Title XI of the Milpitas Municipal Code.

II-12-1.01

The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, published by the International Conference of Building Officials, is hereby adopted by reference as the Abatement of Dangerous Buildings Code for the City of Milpitas with amendments as identified herein. There is one copy of said Code on file in the office of the [Chief Building Official](#)~~Building Official~~ for use and examination by the public.

II-12-2.04

Section 403 (3) of the Uniform Code for Abatement of Dangerous Buildings, 1997 Edition, is added in its entirety to read as follows:

Structural Analysis and Repair of Potentially Hazardous Buildings and Structures. If the [Chief Building Official](#)~~Building Official~~ has determined that a building or structure is potentially hazardous, as defined in Government Code Sec. 8875, the order shall require that structural analysis be submitted within 270 days of the order and that repair or rehabilitation shall be commenced within 60 days thereafter and that the work be completed within such time as the [Chief Building Official](#)~~Building Official~~ shall determine is reasonable. Where applicable, structural analysis, design, and plans shall be in accordance with the current edition of California Existing Building Code and International Building Code Appendix Chapters A2, A3, A4 and A5.

II-13-4 Permits Required

- .01 No person shall do any grading, filling, excavation, or clearing of natural vegetation without first having obtained a grading permit from the [Office of Building Safety](#) ~~Building Safety and Housing Department~~ except for the following:
1. An excavation below finished grade for swimming pools, basements and footings of a building, retaining wall pier holes or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than 5 feet after the completion of such structure.
 2. Cemetery graves.
 3. Refuse disposal sites controlled by other regulations.
 4. Excavations for wells or tunnels or utilities.
 5. Mining, quarrying, excavating, processing, stockpiling of rock, sand, gravel, aggregate or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in, or pressure upon any adjacent or contiguous property.
 6. Exploratory excavations under the direction of soil engineers or engineering geologists.
 7. An excavation which (a) is less than two feet in depth, and (b) which does not create a cut slope greater than five feet in height and steeper than two horizontal to one vertical, (c) and does not result in the movement of more than 50 cubic yards of material.
 8. A fill less than one foot in depth and placed on natural terrain with a slope flatter than five horizontal to one vertical, and less than two feet in depth, not intended to support structures, and which does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course.
- .02 Fees shall be as set by Resolution of the City Council of Milpitas.

II-13-5 Hazards

Whenever the ~~Chief Building Official~~ [Building Official](#) determines that any existing excavating or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, the Lessee thereof or other person or agent in control of said property, upon receipt of notice in writing from the ~~Chief Building Official~~ [Building Official](#), shall within the period specified therein, repair or eliminate such excavation or embankment so as to eliminate the hazard and be in conformance with the requirements of this Chapter.

II-13-7 Grading Permit Requirements

- .01 **Permits Required.** Except as exempted in Section II-13-4 of this Chapter, no person shall do any grading without first obtaining a grading permit from the [Office of Building Safety](#) ~~Building Safety and Housing Department~~. A separate permit shall be required for each site, and may cover both excavations and fills.
- .02 **Issuance.** The provisions of Section II-13-7 are applicable to grading permits. The ~~Chief Building Official~~ [Building Official](#) may require that grading operations and project designs be modified if delays occur which incur weather-generated problems not considered at the time permit was issued.
- .03 **Application.** The application for a grading plan shall include:

1. A Site Map.
 2. A Grading Plan.
 3. An Erosion Control Plan.
 4. Any supplementary material as required by the Building and Safety Department.
 5. Work schedule.
 6. Application fees.
 7. Estimated quantities of material involved.
- .04 **Plans and Specifications.** Each application for a grading permit shall be accompanied by five sets of plans and two sets of specifications, they shall specify the amount of cut, fill export, and import, and supporting data consisting of a soil engineering report and engineering geology report. The plans and specifications shall be prepared and signed by a Civil Engineer when required by the ~~Chief Building Official~~[Building Official](#).
- .05 **Information on Plans and in Specifications.** Plans shall be drawn to scale upon suitable material, minimum dimension 24" × 36" sheet size, and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that they will conform to the provisions of this Code and all relevant laws, ordinances, rules and regulations. The first sheet of each set of plans shall give the location of the work and the name and address of the owner and the person by whom they were prepared.

II-13-9 Specifications Covering Construction and Material Requirements

- .01 **Soil Engineering Report.** The soil engineering report required by Section II-13-7.04 shall include data regarding the nature, distribution and strength of existing soils, conclusions and recommendations for grading procedures and design criteria for corrective measures when necessary, and opinions and recommendations covering adequacy of sites to be developed by the proposed grading.
- .02 Recommendations included in the report and approved by the ~~Chief Building Official~~[Building Official](#) shall be incorporated in the grading plans or specifications.
- .03 In-depth soils investigations shall be performed by the Soils Engineer if any of the following circumstances occur on the site:
1. More than 1,000 cubic yards of cut and fill material is moved.
 2. Cuts and/or fills are more than ten feet deep.
 3. Grading or clearing will be done on slopes greater than ten percent.
 4. Other conditions as determined by the ~~Chief Building Official~~[Building Official](#).
- .04 **Engineering Geology Report.** The engineering geology report required by Section II-13-7.04 shall include an adequate description of the geology of the site, conclusions and recommendations regarding the effect of geologic conditions on the proposed development, and opinions and recommendations covering the adequacy of sites to be developed by the proposed grading.
- Recommendations included in the report and approved by the ~~Chief Building Official~~[Building Official](#) shall be incorporated in the grading plans or specifications.
- .05 In-depth geologic investigations shall be performed by a Geological Engineer, if required by the ~~Chief Building Official~~[Building Official](#).

II-13-10 Erosion Control

All aspects of Stormwater Quality protection shall be adhered to, and erosion control plans shall be prepared to be consistent with Section XIII, Stormwater of the Engineering Design Guidelines per Ordinance 66.3 and this section. In case of conflict between this section and Engineering Design Guidelines, the stricter requirement shall be followed.

- .01 **Erosion Control Plan.** The plan shall be signed by a registered Civil Engineer. When site stabilization measures are included these shall be prepared by a registered Civil Engineer, Landscape Architect, or Architect.
- .02 The erosion control plan will fully indicate necessary land treatment, structural measures and timing requirements which will effectively minimize soil erosion and sedimentation. The erosion and sediment control plan shall contain appropriate information according to this Section and as deemed necessary by the ~~Chief Building Official~~[Building Official](#). Following submittal of the application, the ~~Chief Building Official~~[Building Official](#) shall determine the adequacy of the plan and may require the submission of further qualification or information when necessary to judge the adequacy of the planned erosion and sediment control measures.
- .03 The erosion control plan shall contain a detailed description of the following:
 1. Vegetative measures to stabilize the site, including steps to promote and protect native vegetation.
 - a) a description and delineation of the vegetative measures to stabilize the site, including, but not limited to, seed bed preparation, seeding methods, seeding time for new erosion control planting, the type, location and extent of pre-existing and undisturbed vegetation, and the steps for the promotion and protection of the native vegetation.
 2. Drainage protection and control measures.
 3. A description and delineation of non-vegetative surface runoff, erosion and sediment control measures, including, but not limited to, types of and methods of applying mulches, design and specification of berms sediment basins, retention basins, diverters and dikes.
 4. Cut and fill construction.
 5. Disposal of excess materials.
 6. Stockpiling of materials.
 7. Dust control measures.
 8. A clear and definite delineation of the limits of work showing areas to remain undisturbed and showing areas to be disturbed.
 9. Any additional information required by the ~~Chief Building Official~~[Building Official](#) when necessary to judge the adequacy of the plan (i.e., mandatory soils and geologic investigations).
 10. The site assessment which shall identify the character of the site as it pertains to:
 - a) erosion and loss of sediments.
 - b) slope stability.
- .04 **Slopes.** The faces of cut and fill slopes shall be prepared and maintained to control against erosion. This control may consist of effective planting. The protection for the slopes shall be installed as soon as practicable and prior to calling for final approval. Where cut slopes are not subject to erosion due to the erosion-resistant character of the materials, such protection may be omitted.
- .05 **Other Devices.** Where necessary, check dams, cribbing, riprap and other devices or methods that shall be employed to control erosion and provide safety.

II-13-11 Work Schedule

- .01 The applicant must submit a master work schedule showing the following information:
1. The proposed grading schedule.
 2. The proposed schedule for installation of all interim erosion and sediment control measures including, but not limited to, the stage of completion of erosion and sediment control devices and vegetative measures.
 3. The schedule for construction, if any.
 4. The schedule for installation of permanent erosion and sediment control devices where required.
 5. For Hillside residences a detailed schedule of maintenance and upkeep for both erosion and sediment control facilities and plantings through the first rainy season, as identified by Engineering Design Guidelines.
 6. For Hillside residences approval on a week to week basis during the period of rainy season may be granted by the ~~Chief Building Official~~[Building Official](#). This approval will require long range weather projection as a primary basis.

II-13-14 Fills

- .01 **General.** Unless otherwise recommended in the approved soil engineering report, fills shall conform to the provisions of this section.

Exception: In the absence of an approved soil engineering report these provisions may be waived for minor fills not intended to support structures.

- .02 **Fill Location.** Fill slopes shall not be constructed on natural slopes steeper than two to one.
- .03 **Preparation of Ground.** The ground surface shall be prepared to receive fill by removing vegetation, noncomplying fill, top-soil and other unsuitable materials scarifying to provide a bond with the new fill, and, where slopes are steeper than five to one, and the height is greater than five feet, by benching into sound bedrock or other competent material as determined by the soils engineer. The bench under the toe of a fill on a slope steeper than five to one shall be at least ten feet wide and two feet deep in accordance with Fig. No. 1. The area beyond the toe of fill shall be sloped for sheet overflow or a paved drain shall be provided. Where fill is to be placed over a cut, the bench under the toe of fill shall be at least ten feet wide but the cut must be made before placing fill and approved by the Soils Engineer and Engineering Geologist as a suitable foundation for fill. Unsuitable soil is soil which, in the opinion of the ~~Chief Building Official~~[Building Official](#) or the Civil Engineer or the Soils Engineer or the Geologist, is not competent to support other soil or fill, to support structures or to satisfactorily perform the other functions for which the soil is intended.

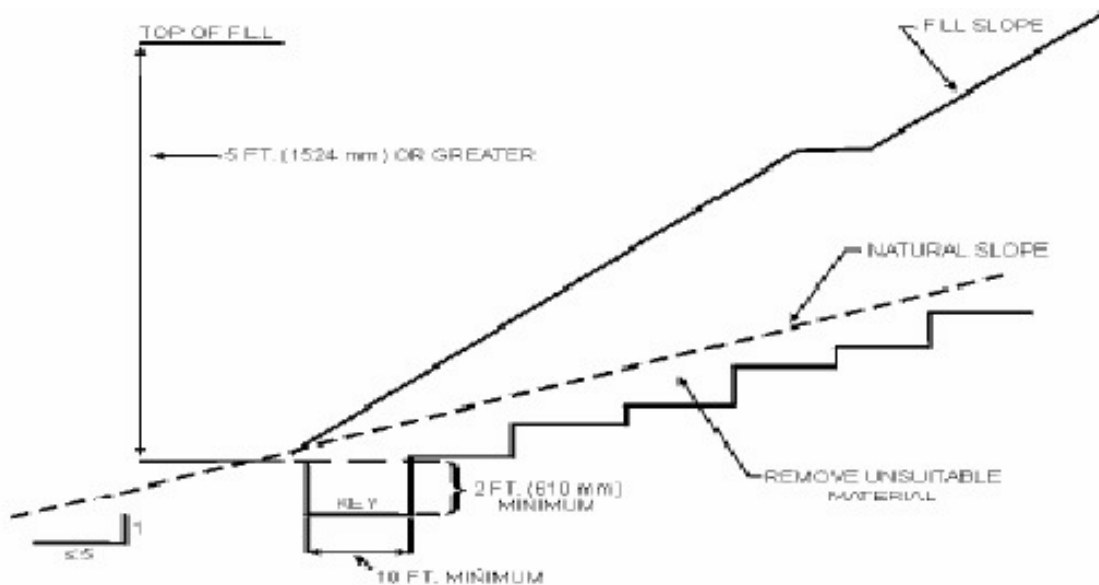


Figure No. 1

- .04 **Fill Material.** Detrimental amounts of organic material shall not be permitted in fills. Except as permitted by the Chief Building Official no rock or similar irreducible material with a maximum dimension greater than 12 inches shall be buried or placed in fills.

Exceptions: The [Chief Building Official](#) may permit placement of larger rock when the soils engineer properly devises a method of placement, continuously inspects its placement and approves the fill stability. The following conditions shall also apply:

- A. Prior to issuance of the grading permit, potential rock disposal areas shall be delineated on the grading plan.
 - B. Rock sizes greater than 12 inches in maximum dimension shall be ten feet or more below the grade, measured vertically.
 - C. Rocks shall be placed so as to assure filling of all voids with fines.
- .05 **Compaction.** All fill material shall be compacted to 90 percent of maximum density as determined by ASTM D 1557, Modified Proctor, in lifts not exceeding 12 inches (305 mm) in depth or equivalent as approved by the Building and Housing Department.
- .06 **Slope.** The slope of fill surfaces shall be no steeper than is safe for the intended use. Fill slopes shall be no steeper than two horizontal to one vertical.
- .07 **Drainage and Terracing.** Drainage and terracing shall be provided, and the area above fill slopes and the surfaces of terraces shall be graded and paved as required by Section II-13.

II-13-15 Setbacks

- .01 **General.** The setbacks and other restrictions specified by this section are minimum and may be increased by the [Chief Building Official](#) or by the recommendation of a Civil Engineer, Soils Engineer or Engineering Geologist, if necessary for safety and stability or to prevent damage of adjacent properties from deposition or erosion or to provide access for slope maintenance and drainage. Retaining walls may be used to reduce the required setbacks when approved by the [Chief Building Official](#).

- .02 **Setbacks from Property Lines.** The tops of cuts and toes of fill slopes shall be set back from the outer boundaries of the permit area, including slope-right areas and easements, in accordance with Figure No. 2.
- .03 **Design Standards for Setbacks.** Setback between graded slopes (cut or fill) and structures shall be provided in accordance with the California Building Code, 2016 Edition Figure No. 1808.7.1.

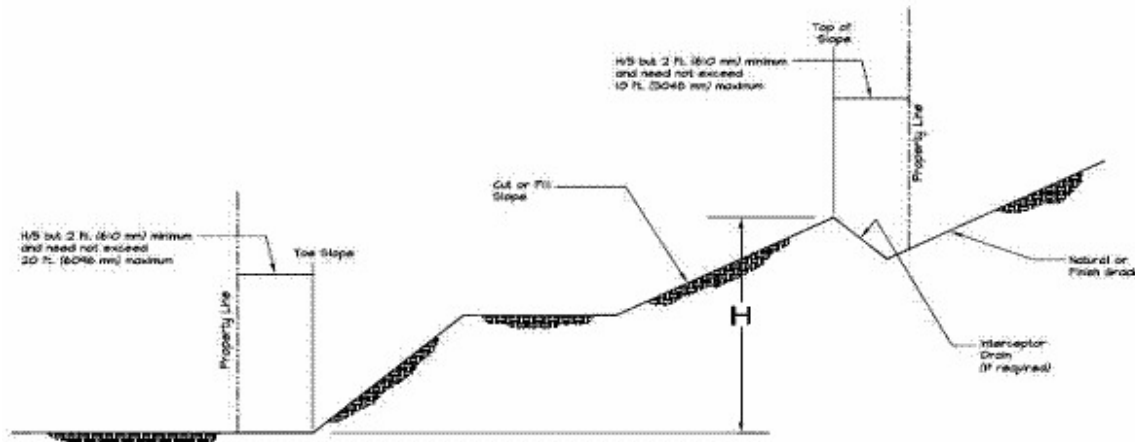


Figure No. 2

II-13-16 Drainage and Terracing

- .01 **General.** Unless otherwise indicated on the approved grading plan, drainage facilities and terracing shall conform to the provision of this section and Section XIII Stormwater of the Engineering Design Guidelines per Ordinance 66.3. In case of conflict between this section and Engineering Design Guidelines, the stricter requirement shall be followed.
- .02 **Terrace.** Terraces at least six feet in width shall be established at not more than 30-foot vertical intervals on all cut or fill slopes to control surface drainage and debris except that where only one terrace is required, it shall be at mid-height. For cut or fill slopes greater than 60 feet and up to 120 feet in vertical height, one terrace at approximately mid-height shall be 12 feet in width. Terrace widths and spacing for cut and fill slopes greater than 120 feet in height shall be designed by the Civil Engineer and approved by the [Chief Building Official](#). Suitable access shall be provided to permit proper cleaning and maintenance.
- .03 **Swales or Ditches.** Swales and ditches on terraces shall have a minimum gradient of five percent and must be paved with reinforced concrete not less than three inches in thickness or an approved equal paving. They shall have a minimum depth at the deepest point of one foot and a minimum paved width of five feet. A single run of swale or ditch shall not collect runoff from a tributary area exceeding one surface acre (projected) without discharging into a down drain, and subject to approval of the [Chief Building Official](#).
- .04 **Subsurface Drainage.** Cut and fill slopes shall be provided with sub-surface drainage as necessary for stability.
- .05 **Disposal.** All drainage facilities shall be designed to carry waters to the nearest practicable drainage way approved by the [Chief Building Official](#) and/or other appropriate jurisdiction as a safe place to deposit such waters. Erosion of ground in the area of discharge shall be prevented by installation of nonerosive downdrains or other devices.

- .06 Building sites shall have a drainage gradient of two percent from the building pad toward approved drainage facilities, unless waived by the ~~Chief Building Official~~[Building Official](#).

Exception: The gradient from the building pad may be one percent if all of the following conditions exist throughout the permit area:

- A. No proposed fills are greater than ten feet in maximum depth.
 - B. No proposed finish cut or fill slope faces have a vertical height in excess of ten feet.
 - C. No existing slope faces, which have a slope face steeper than ten horizontally to one vertically, shall have a vertical height in excess of ten feet.
- .07 **Interceptor Drains.** Paved interceptor drains shall be installed along the top of all cut slopes where the tributary drainage area above slopes towards the cut and has a drainage path greater than 40 feet measured horizontally. Interceptor drains shall be paved with a minimum of three inches of concrete, or gunite and reinforced. They shall have a minimum depth of 12 inches and a minimum paved width of 36 inches measured horizontally across the drain. The slope of drain shall be approved by the ~~Chief Building Official~~[Building Official](#).

II-13-17 Lot Improvement, Paving of Driveways, Parking Lots

- .01 **Drainage Swales.** Each lot shall be graded to provide protective slopes away from all sides of all buildings on the lot. Where such a swale meets a slope which drains toward a building, a drainage swale of adequate width, depth and longitudinal gradient will be required to carry away the surface water without flooding against the buildings or without ponding lot areas. The location of the swales is to be directly related to the block grading type.
- .02 **Elevation of Pads.** The elevation of the pads shall be higher than the elevation of the drainage swale or ground slope measured at least five feet from the outer walks of the buildings.
- .03 Drainage Method used shall be shown on all plans. When building plans indicate that the construction will comply with the provisions of this Chapter, but inspection shows that the building as constructed cannot drain by gravity, the ~~Office of Building Safety Building Safety and Housing Department~~[Building Safety and Housing Department](#) may require that the condition be remedied by installing a pump or by other approved means. No Final Inspection or Certificate of Occupancy may be issued until this requirement is met.
- .04 Not used.
- .05 Flat Cement Work for garage, or carport floors, and patio slabs shall have minimum thickness of 3½ inches and shall be installed over four inches of an approved aggregate base (6 × 6 × 10 × 10) woven wire mesh laid within the slab may be used in place of the approved aggregate base. Other flat cement work, except walkways, having any minimum dimension of six feet and a minimum area of 64 square feet shall be installed in a like manner.

II-13-18 Paving Standards

Private streets shall be designed consistent with Section VII "Street Design" of the Engineering Design Guidelines per Ordinance 66.3 and this section. In case of conflict between this section and Engineering Design Guidelines, the stricter requirement shall be followed.

- .01 The areas designed for use as driveways, parking lots and loading areas and their approaches shall be paved with asphalt concrete, Portland cement concrete on prepared bases or any other approved material meeting traffic index as noted in Section II-13-18.02 and shall be maintained in good condition to the satisfaction of the ~~Chief Building Official~~[Building Official](#).

- .02 Paving sections shall be designed by a Civil Engineer or a Soils Engineer based on a "R" value test of the native soil and a traffic index as noted below and approved by the ~~Chief Building Official~~[Building Official](#).

1. One family residential	T.I. 3.5
2. Multi-family	T.I. 5
3. Commercial	T.I. 5
4. Industrial auto parking lots	T.I. 5
5. Industrial driveways	T.I. 5.5
6. Industrial & commercial loading zones	T.I. 6

- .03 On approval of the ~~Chief Building Official~~[Building Official](#), the following minimum standards may be used without a soils report:

- a. Residential—Single Family and Duplex.
 - (1) Portland Cement concrete: Four inches of concrete on four inches of approved granular aggregate base on compacted subgrade.
 - (2) Asphaltic concrete surfacing: Two inches of asphaltic concrete with fog seal on six inches of aggregate base on compacted subgrade.

.04 Residential Multiple, Commercial and Institutional.

- (1) Portland Cement concrete: Five inches of concrete on four inches of aggregate base.
- (2) Asphaltic concrete surfacing: Two and one-half inches of asphaltic concrete with fog seal on ten inches of aggregate base material on compacted subgrade.

An alternate, with approval of the ~~Chief Building Official~~[Building Official](#), a $6 \times 6 \times 10 \times 10$ mesh in the concrete may be substituted for the aggregate base under the Portland Cement.

.05 Materials.

- a. "Aggregate Base" material shall be Class 2 and shall conform to Caltrans Standard Specifications, Section 26 for $\frac{3}{4}$ ", $1\frac{1}{2}$ inches maximum combined grading, except as herein specified.
- b. Spreading equipment used in lieu of Caltrans Standard Specifications, Section 26-1.04 for spreading of aggregate subbases shall be approved by the ~~Chief Building Official~~[Building Official](#) prior to construction.
- c. "Asphalt Concrete Surfacing" shall conform to Caltrans Standard Specifications, Section 39 for Type B Asphalt Concrete. Aggregate grading shall conform to $\frac{3}{4}$ " maximum, medium.
- d. Asphalt of grade AR 4000 shall be used and a certificate guaranteeing compliance of asphalt with specification is to be furnished.
- e. Placing of tack coat, prime coat, spreading and compaction methods and miscellaneous details of asphaltic construction shall be in accordance with applicable portions of Caltrans Standard Specifications.
- f. Concrete. Portland Cement Concrete shall be designed to develop a strength of a minimum of 2,000 pounds per square inch at 28 days and shall be poured with a maximum of four inches of slump.

- g. Mix Design. Mix design shall be designed by an approved laboratory and paid for by the contractor. The basic proportions of the mix shall be determined by weight of loose dry material, and all proportioning of the ingredients for each batch shall be done by weighing the fine and coarse aggregates separately. Water and cement shall be separately measured and introduced to the mix by such methods that the proportions thereof can be accurately controlled and easily checked at any time.
- h. Approval. Approval of the mix shall be by the [Office of Building Safety Building and Safety](#) who may determine accuracy by making tests, to be paid for by the contractor. Batch tickets to be provided the [Office of Building Safety Building Safety and Housing Department](#) upon request with each load.

II-13-32 Grading Inspection

- .01 **General.** All grading operations for which a permit is required shall be subject to inspection by the [Chief Building Official Building Official](#). When required by the [Chief Building Official Building Official](#), special inspection of grading operations and special testing shall be performed in accordance with the provisions of Section II-I-22.01 of the City of Milpitas Municipal Code.
- .02 **Grading Designation.** All grading in excess of 5000 cubic yards shall be performed in accordance with the approved grading plan prepared by a Civil Engineer, and shall be designated as "engineered grading." Grading involving less than 5000 cubic yards shall be designated "regular grading," unless the permittee, with the approval of the [Chief Building Official Building Official](#), chooses to have the grading performed as "engineered grading."
- .03 **Engineered Grading Requirements.** For engineered grading, it shall be the responsibility of the Civil Engineer who prepares the approved grading plan to incorporate all recommendations from the soil engineering and engineering geology reports into the grading plan. He also shall be responsible for the professional inspection and approval of the grading within his area of technical specialty. This responsibility shall include, but need not be limited to, inspection and approval as to the establishment of line, grade and drainage of the development area. The Civil Engineer shall act as the coordinating agent in the event the need arises for liaison between the other professionals, the contractor and the [Chief Building Official Building Official](#). The Civil Engineer also shall be responsible for the preparation of revised plans and the submission of as-graded grading plans upon completion of the work. The grading contractor shall submit in a form prescribed by the [Chief Building Official Building Official](#) a statement of compliance to said as-built plan.
- .04 Soil Engineering and Engineering Geology reports shall be required as specified in Section II-13-7. During grading all necessary reports, compaction data and soil engineering and engineering geology recommendations shall be submitted to the civil engineer and the [Chief Building Official Building Official](#) by the Soils Engineer and the Engineering Geologist.
- .05 The Soils Engineer's area of responsibility shall include, but need not be limited to, the professional inspection and approval concerning the preparation of ground to receive fills, testing for required compaction, stability of all finish slopes and the design of buttress fills, where required, incorporating data supplied by the Engineering Geologist.
- .06 The Engineering Geologist's area of responsibility shall include, but need not be limited to, professional inspection and approval of the adequacy of natural ground for receiving fills and the stability of cut slopes with respect to geological matters and the need for subdrains or other ground water drainage devices. He shall report his findings to the Soils Engineer and the Civil Engineer for engineering analysis.

.07 The ~~Chief Building Official~~Building Official shall inspect the project at the various stages of the work requiring approval and at more frequent intervals as necessary, to determine that adequate control is being exercised by the professional consultants.

.08 **Regular Grading Requirements.** The ~~Chief Building Official~~Building Official may require inspection and testing by an approved testing agency, paid for by the Contractor.

The testing agency's responsibility shall include, but need not be limited to, approval concerning the inspection of cleared areas and benches to receive fill, and the compaction of fills.

When the ~~Chief Building Official~~Building Official has cause to believe that geologic factors may be involved the grading operation will be required to conform to "engineered grading" requirements.

.09 **Notification of Noncompliance.** If, in the course of fulfilling their responsibility under this Chapter, the Civil Engineer, the Soils Engineer, the Engineering Geologist or the testing agency finds that the work is not being done in conformance with this Chapter or the approved grading plans, the discrepancies shall be reported immediately in writing to the person in charge of the grading work and to the ~~Chief Building Official~~Building Official. Recommendations for corrective measures, if necessary, shall be submitted.

.10 **Transfer of Responsibility for Approval.** If the Civil engineer, the Soils Engineer, the Engineering Geologist or the testing agency of record is changed during the course of the work, the work shall be stopped until the replacement has agreed to accept the responsibility within the area of their technical competence for approval upon completion of the work.

II-13-33 Completion of Work

.01 **Final Reports.** Upon completion of the rough grading work and at the final completion of the work the ~~Chief Building Official~~Building Official may require the following reports and drawings and supplements thereto:

1. An as-graded grading plan prepared by the Civil Engineer including original ground surface elevations, as-graded ground surface elevations, lot drainage patterns and locations and elevations of all surface and sub-surface drainage facilities. Civil Engineer shall provide approval that the work was done in accordance with the final approved grading plan.
2. A soil grading report prepared by the Soil Engineer including locations and elevations of field density tests, summaries of field and laboratory tests and other substantiating data and comments on any changes made during grading and their effect on the recommendations made in the soil engineering investigation report. Soil Engineer shall provide approval as to the adequacy of the site for the intended use.
3. A geologic grading report prepared by the Engineering Geologist including a final description of the geology of the site including any new information disclosed during the grading and the effect of same on recommendations incorporated in the approved grading plan. Engineering Geologist shall provide approval as to the adequacy of the site for the intended use as affected by geologic factors.

.02 **Notification of Completion.** The permittee or his/her agent shall notify the ~~Chief Building Official~~Building Official when the grading operation is ready for final inspection. Final approval shall not be given until all work including installation of all drainage facilities and their protective devices and all erosion control measures have been completed in accordance with the final approved grading plan and the required report have been submitted.

II-13-35 Review and Approval

- .01 Grading permit applications and accompanying maps and plans shall be reviewed by the ~~Chief Building Official~~Building Official and approved when found to be in compliance with the provisions of this Chapter, and conforms to acceptable grading and erosion control techniques.

II-13-36 Enforcement and Inspection

- .01 The provisions of this ordinance shall be enforced by the City of Milpitas and by the ~~Chief Building Official~~Building Official who shall inspect all grading and erosion control work and require compliance with all the provisions of the Chapter.

II-13-37 Grading and Erosion Control Inspection

- .01 The ~~Chief Building Official~~Building Official shall inspect the work site for compliance with conditions of the approved permit, for verification of reports submitted by the permittee, and for the quality of the work being performed as approved by the permit.
- .02 Approved plans and permits for grading and erosion control work shall be maintained at the site during the grading activity and until the work has been approved.
- .03 A minimum of at least five inspections shall be made as listed.
 1. **Initial Inspection.** When permittee or his agent is ready to begin work on excavation or fill and construction stakes have been set, but no grading begun;
 2. **Rough Grading.** Including stripping, keying, compaction and subsurface drains;
 3. **Erosion Control Compliance Inspection.** For hillside residences, an inspection of erosion control facilities and revegetation measures shall be made between September 15 and October 1, if work completion is scheduled after October 1.
 4. **Final Construction Inspection.** When all work, including installation of all drainage, and other erosion control facilities and all planting has been completed.
 5. **Final Stabilization Inspection.** For Hillside residences during the first rainy season an inspection of the site will be made to determine if any remedial work is necessary to abate erosion and sedimentation problems prior to issuing the Notice of Compliance for the permit.

II-13-38 Notification of Completion

- .01 The permittee or his agent shall notify the ~~Chief Building Official~~Building Official when the grading/erosion operation is ready for final inspection. Final approval shall not be given until all work including installation of all drainage facilities and their protective devices and all erosion control measures have been completed and maintained following completion of grading or clearing, in accordance with the final approved grading and erosion control plans and the required reports have been submitted.

II-13-39 Applicant's Responsibilities

- .01 The applicant shall install all soil erosion and sediment control measures in strict compliance with this Chapter and in accordance with the approved erosion control plan. All soil erosion and sediment control measures shall be adequately maintained by the applicant for three years or until such measures are stabilized as determined by the ~~Chief Building Official~~Building Official. The ~~Chief Building Official~~Building Official shall issue a notice of compliance when the approved grading and erosion control plan measures are fully applied and completed indicating the date of compliance.

- .02 The design guidelines for construction Best Management Practices and permanent stormwater quality protection shall conform to the City's Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, issued by the State of California Regional Water Quality Control Board by Order R2-2015-0049 for Municipal Regional Permit Number (MRP) CAS612008. Developers are responsible for reviewing and complying with the MRP conditions.
- .03 The applicant shall comply with the City's Flood Plain Ordinance (Ord. 209.1, Chapter 15, Title XI).
- .04 A new or modified erosion and sediment control technique may be allowed to be used provided there is mutual agreement between the ~~Chief Building Official~~Building Official and the applicant that the technique meets the intent of the erosion control plan.
- .05 The City of Milpitas may cause remedial work to be done, at the applicant's expense, if it is determined that it is necessary to protect completed work or to prevent damage.

II-13-40 Permit Suspension

- .01 In the event that work performed does not conform to the provisions of the permit, or to the approved plans and specifications, or to any written instructions of the ~~Chief Building Official~~Building Official, a written notice to comply shall be given to the permittee. Such notice shall set forth the nature of the corrections required and the time within which corrections shall be made. Failure to comply with such written notice shall be deemed justification for suspension of the permit, which will require that all work stop except that necessary for correction of the violation. Upon correction of the violation the permittee may apply for removal of suspension.

II-13-42 Performance Bond

- .01 The ~~Chief Building Official~~Building Official shall, before issuing a permit in hillside areas, require a cash or corporate surety bond, instrument of credit or other security acceptable to the City be posted by the applicant, conditioned upon the faithful performance of the conditions in the permit, and erosion control measures specified in the permit within the time specified by the ~~Chief Building Official~~Building Official.
- .02 The amount of the bond or security shall be the full cost of the installed erosion and sediment control measures and facility maintenance.
- .03 The ~~Chief Building Official~~Building Official may grant a partial or complete waiver of such bond where he finds minimal impairment of existing surface drainage, minimal erosion hazard and minimal sedimentation hazard upon any adjacent land or watercourse and no hazard to human life or property.
- .04 The bond or security shall remain in effect and held until the erosion and sediment control measures have stabilized the site and all plan and permit conditions have been met, at which time a "notice of compliance" certificate will be issued following the final construction inspection.

II-13-45 Fees

- .01 **Plan Checking Fee.** For excavation and fill on the same site, the fee shall be based on the volume of the excavation or fill, whichever is greater. Before accepting a set of plans and specifications for checking, the ~~Chief Building Official~~Building Official shall collect a plan checking fee. Separate permits and fees shall apply to retaining walls or major drainage structures as indicated elsewhere in this Chapter. There shall be no separate charge for standard terrace drains and similar facilities. The amount of the plan checking fee for grading plans shall be as set forth by Resolutions of the City Council.

- .02 The plan checking fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between such fee paid for the original permit and the fee shown for the entire project.

II-15-4.01 Enforcement

Any person who plans to install a wood burning device must submit documentation to the [Office of Building Safety](#) ~~Building Safety and Housing Department~~ of the City of Milpitas demonstrating that the device is compliant with this Chapter. Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punishable as provided by law.

II-20-2.02 Definitions

The following terms shall have the ascribed definition for the purposes of applying the criteria of this Chapter.

A

"Addition" means new construction square footage added to an existing structure.

"Applicant" means any entity that applies to the City for the applicable permits to undertake any covered project within the City, or any subsequent owner of the site.

C

"Compliance Official" means the ~~Chief Building Official~~ [Building Official](#) or designee.

"Compliance Threshold" means the minimum number of points or rating level of a green building rating system that must be attained for a particular Covered Project.

"Covered Project" means any planning entitlement application(s) or building permit application(s) for commercial (non-residential) new construction or renovations, for any single-family, two-family or multi-family new construction or renovation, or for city-sponsored construction projects subject to the Standards for Compliance Section of this Ordinance.

G

"Good Faith Effort" means a project that has not met the required compliance threshold, but for extenuating reasons or reasons beyond the control of the applicant, the Compliance Official has found the project meets the good faith effort provisions.

"Green Building" means a whole systems approach to the design, construction and operation of buildings that substantially mitigates the environmental, economic, and social impacts of buildings. Green building practices recognize the relationship between the natural and built environments and seek to minimize the use of energy, water and other natural resources and provide a healthy, productive indoor environment.

"Green Building Project Checklist" means a checklist or scorecard developed for the purpose of calculating a green building rating.

"Green Building Rating System" means the rating system associated with specific green building criteria and used to determine compliance thresholds. Examples of rating systems include, but are not limited to, the LEED and GreenPoint Rated systems.

"GreenPoint Rated" means a residential green building rating system developed by the Build It Green organization.

"GreenPoint Rated Verification" means verification of compliance by a certified GreenPoint Rater, resulting in green building certification by Build It Green including green points allocation across all of the resource categories.

L

"LEED®" means the "Leadership in Energy and Environmental Design" green building rating system developed by the U.S. Green Building Council.

M

"Mixed Use" means the construction of a building or buildings that include both commercial and residential uses.

"Multi-Family Residential" means a building containing three or more attached dwelling units.

N

New Construction, Commercial (Nonresidential). "Commercial (Nonresidential) New Construction" means the construction of a new retail, office, industrial, warehouse, service, hotel, motel, or similar building(s), or additions to such building(s).

New Construction, Residential. "Residential New Construction" means the construction of a new single-family or two-family dwelling unit or of new or replacement multi-family residential building(s), or additions to such building(s).

P

"Priority Plan Review" means a covered project meeting the Incentives for Compliance will receive building permit plan review comments from all City Departments on the first plan review within 50 percent less time than what would normally be scheduled for the scale and size of the project. The plan review would be performed during regular working hours and would be scheduled ahead of other plan reviews for which off-hour fees were not already paid.

Q

"Qualified Green Building Professional" means a person including but not limited to an employee of the City, trained through the USGBC as a LEED accredited professional or through Build It Green as a certified green building professional or similar qualifications if acceptable to the Compliance Official.

R

"Renovation" means any rehabilitation, repair, remodeling, change, or modification to an existing building, where changes to floor area and the footprint of the building are negligible.

S

"Single-Family or Two-Family Residential" means a single detached dwelling unit or two units in a single building.

"Square Footage," for the purposes of calculating commercial, multi-family residential, and single-family and two-family new construction square footage, means all new and replacement square footage, including basement areas [seven feet or greater in height] and garages, except that unconditioned garage space shall only count as 50 percent of that square footage. Areas demolished shall not be deducted from the total new construction square footage.

II-160-2.20 Delegation of Authority

Responsibility for enforcing the Mobilehome Parks Act, upon its assumption from HCD, is hereby delegated to the City [Office of Building Safety's Building Safety and Housing Department](#).

II-160-3.00 Statement of Qualifications

In discharging its delegated responsibilities, the City's ~~Office of Building Safety~~ ~~Building Safety and Housing Department~~ shall provide qualified personnel in the enforcement of the Mobilehome Parks Act. In this regard, the Building Inspectors are hereby designated as the Department's authorized representatives for the purpose of enforcing said Act.

II-160-4.40 Inspection Capability

The City's capability to undertake mobile home installation inspections to the satisfaction of HCD is demonstrated as follows:

- (a) The City's ~~Building Safety and Housing Department~~ has established and operated concerted code enforcement programs since 1959 encompassing systematic enforcement of State Building Regulations and the Municipal Code.
- (b) The City's Building Inspectors have years of construction inspection experience.
- (c) The City's ~~Housing Officers~~ ~~staff~~ have years of Code Enforcement experience.

II-170-3.00 Automatic Gas Shut-off Devices

Gas Shut-off Devices-either installed in compliance with this ordinance or voluntarily, with a permit issued on or after the effective date of this ordinance, shall comply with the following requirements:

- (a) Automatic Gas Shut-off Devices shall be installed by a contractor licensed in the appropriate classification by the State of California and in accordance with the manufacturer's instructions.
- (b) Seismic Gas Shut-off Devices (motion sensitive) must be mounted rigidly to the exterior of the building or structure containing the fuel gas piping. This requirement need not apply if the ~~Office of Building Safety~~ ~~Building Safety and Housing Department~~ determines that the Seismic Gas Shut-off Device (motion sensitive) has been tested and listed for an alternate method of installation.
- (c) Seismic Gas Shut-off Devices (motion sensitive) must be certified by the Office of State Architect and be listed by an approved listing and testing agency such as IAS, IAMPO, UL or the Office of State Architect. In the case of Excess Flow Gas Shut-off Devices only, be certified by the Office of State Architect or be listed by an approved listing and testing agency such as IAS, IAMPO, UL or the Office of the State Architect.
- (d) Both Excess Flow Gas Shut-off Devices and Seismic Gas Shut-off Devices must have a 30-year warranty which warrants that the valve or device is free from defects and will continue to operate properly for 30 years from the date of installation.
- (e) Where Automatic Gas Shut-off Devices are installed voluntarily or as required by this section, they shall be maintained for the life of the building or structure or be replaced with a valve or device complying with the requirements of this section.

II-170-3.01 List of Approved Valves and Devices

The ~~Office of Building Safety~~ ~~Building Safety and Housing Department~~ shall maintain a list of all Seismic Gas Shut-off Devices (motion sensitive) and Excess Flow Gas Shut-off Devices (non-motion sensitive) which meet or exceed the requirements of devices certified by the Office of the State Architect for installation in the State of California and which comply with the standards and criteria set forth in Health and Safety Code Section 19180 et seq., including quality and design regulation for earthquake actuated automatic gas Shut-off systems (see 24 Cal. Code Regs. Ch. 12-16-1).

II-170-4.00 Enforcement

The City of Milpitas ~~Building Safety and Housing~~[Office of Building Safety-Department](#) shall administer and enforce the provisions of this ordinance.

Chapters 4, 7, and 8 of Title III of the Milpitas Municipal Code are hereby amended to read as follows:—

III-4.5.010 Facilities and Employees

- (a) No adult business shall be operated in any manner that permits the observation of any material or activities depicting, describing or relating to specified sexual activities or specified anatomical areas from any public way or from any location outside the building of the establishment. This provision shall apply to any display, decoration, sign, show window or other opening.
- (b) The building entrance to an adult business shall be clearly and legibly posted with a notice indicating that persons under eighteen (18) years are precluded from entering the premises. This notice shall be constructed and posted to the satisfaction of the ~~Chief Building Official~~[Building Official](#) or designee. No person under the age of eighteen (18) years shall be permitted within the premises at any time.
- (c) All indoor areas of the adult business within which patrons are permitted, except restrooms, shall be open to view by the management at all times.
- (d) All off-street parking area and premises entries of the sexually oriented entries of the sexually oriented business shall be illuminated from dusk to closing hours of operation with a lighting system which provides an average maintained horizontal illumination of one (1) footcandle of light on the parking surface and/or walkways. The required lighting level is established in order to provide sufficient illumination of the parking areas and walkways serving the sexually oriented business for the personal safety of patrons and employees and to reduce the incidence or vandalism and criminal conduct.
- (e) The premises within which the adult business is located shall provide sufficient sound-absorbing insulation so that noise generated inside said premises shall not be audible anywhere on any adjacent property or public right-of-way or within any other building or other separate unit within the same building.
- (f) Except for those businesses also regulated by the California Department of Alcoholic Beverage Control, an adult business shall be open for business only between the hours of 8:00 a.m. and midnight on any particular day.
- (g) All areas of the adult-oriented business shall be illuminated at a minimum of the following footcandles, minimally maintained and evenly distributed at ground level:

Area	Footcandles
Bookstores and other retail establishments	20
Theatres and cabarets	5 (except during performances, at which times lighting shall be at least 1.25 footcandles)
Arcades	10
Motels/Hotels	20 (in public areas)
Modeling studios	20

- (h) Any adult business which is also an "adult arcade" or an "adult bookstore" shall comply with the following provisions:
- (1) The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of every area of the premises to which any patron is permitted access for any purpose, excluding restrooms. Restrooms may not contain video reproduction equipment. If the premises has two or more manager's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least one of the managers' stations. The view required in this subsection must be direct line of sight from the manager's station.
 - (2) The view area specified in subsection (1) of this section shall remain unobstructed by any doors, walls, merchandise, display racks, or other materials at all times. No patron is permitted access to any area of the premises which has designated as an area in which patrons will not be permitted.
 - (3) No viewing room may be occupied by more than one person at any one time.
 - (4) The walls or partitions between viewing rooms or booths shall be maintained in good repair at all times, with no holes between any two such rooms such as would allow viewing from one booth into another or such as to allow physical contact of any kind between the occupants or any two such booths or rooms.
 - (5) Customers, patrons or visitors shall not be allowed to stand idly in the vicinity of any such viewing booths, or from remaining in the common area of such business, other than the restrooms, who are not actively engaged in shopping for or reviewing the products available on display for purchaser viewing. Signs prohibiting loitering shall be posted in prominent places in and near the viewing booths.
 - (6) The floors, seats, walls and other interior portions of all viewing booths shall be maintained clean and free from waste and bodily secretions. Presence of human excrement, urine, semen or saliva in any such booths shall be evidence of improper maintenance and inadequate sanitary controls; repeated instances of such conditions may justify suspension or revocation of the owner and operator's license to conduct the adult-oriented establishment.
- (i) The following additional requirements shall pertain to adult businesses providing live entertainment depicting specified anatomical areas or involving specified sexual activities, except for businesses regulated by the Alcoholic Beverage Control Commission:
- (1) No person shall perform live entertainment for patrons of an adult business except upon a stage at least eighteen (18) inches above the level of the floor which is separated by a distance of at least ten (10) feet from the nearest area occupied by patrons, and no patron shall be permitted within ten (10) feet of the stage while the stage is occupied by an entertainer. "Entertainer" shall mean any person who is an employee or independent contractor of the adult business, or any person who, with or without any compensation or other form of consideration, performs live entertainment for patrons of an adult business.
 - (2) The adult business shall provide separate dressing room facilities for entertainers which are exclusively dedicated to the entertainers' use.
 - (3) The adult business shall provide an entrance/exit for entertainers which is separate from the entrance/exit by patrons.
 - (4) The adult business shall provide access for entertainers between the stage and the dressing rooms which is completely separated from the patrons. If such separate access is not physically

feasible, the adult business shall provide a minimum three (3) foot wide walk aisle for entertainers between the dressing room area and the stage, with a railing, fence or other barrier separating the patrons and the entertainers capable of (and which actually results in) preventing any physical contact between patrons and entertainers.

- (5) No entertainer, either before, during or after performances, shall have physical contact with any patron and no patron shall have physical contact with any entertainer either before, during or after performances by such entertainer. This subsection shall only apply to physical contact on the premises of the adult business.
- (6) Fixed rail(s) at least thirty (30) inches in height shall be maintained establishing the separations between entertainers and patrons required by this subsection.
- (7) No patron shall directly pay or give any gratuity to any entertainer and no entertainer shall solicit any pay or gratuity from any patron.
- (8) No owner or other person with managerial control over an adult business (as that term is defined herein) shall permit any person on the premises of the adult business to engage in a live showing of the human male or female genitals, pubic area or buttocks with less than a fully opaque coverage, and/or the female breast with less than a fully opaque coverage over any part of the nipple or areola and/or covered male genitals in a discernibly turgid state. This provision may not be complied with by applying an opaque covering simulating the appearance of the specified anatomical part required to be covered.
- (j) Every permittee of an adult business which provides live entertainment depicting specified anatomical areas or involving specified sexual activities must maintain a current register of all persons so performing on the premises. A copy of the register must be provided to the Chief of Police. The registry must contain the following information:
 - (1) The legal name of each entertainer and any other names (including stage names) used by the entertainer;
 - (2) A copy of each entertainer's California Driver's License or comparable identification;
 - (3) Age and date of birth of each entertainer; and
 - (4) A photograph of each entertainer.
- (k) It is unlawful for any permittee, operator, or other person in charge of any adult business to employ any person who is not at least eighteen (18) years of age.

III-7-20.00

The application shall be submitted to the following City departments, at a minimum, for investigation and recommendation, with other City departments reviewing if needed as solely determined by the City:

20.01 Fire Marshal as to any fire hazard on the premises in question and compliance to current laws and regulations.

20.02 The ~~Chief Building Official~~[Building Official](#) as to compliance with City building regulations.

20.03 Planning Director as to compliance with zoning requirements and the zoning ordinance.

III-8-4.00

- A. A food vendor may seek a grace period from the prohibition under Section III-8-3.00 due to a "unique packaging hardship" under Subsection B of this Section, or the grace period for "unused inventory" under Subsection C of this Section.

- B. The food vendor must demonstrate that no reasonably feasible alternative exists to a specific and necessary polystyrene foam disposable food service ware to qualify for a "unique packaging hardship" exemption.
- C. The food vendor must demonstrate that before December 31, 2017, it purchased the polystyrene foam food service ware, which cannot be returned to the distributor, and, despite the food vendor's best efforts, will remain in inventory on July 1, 2018, to qualify for an "unused inventory" grace period.
- D. Food vendors may submit a written application for grace period on a form provided by the ~~Engineering Department~~[Public Works Department](#). The City Engineer or his or her designee may require the applicant to submit additional information or documentation to make a determination regarding the grace period request. A request for grace period under Subsection B shall be reviewed upon a case-by-case basis, and may be granted in whole or in part, with or without conditions, for a period of up to 12 months. A food vendor must apply for a new grace period under Subsection B no later than 60 days prior to the expiration of the then-current grace period to preserve a continuous exemption status. A request for grace period under Subsection C shall be reviewed upon a case-by-case basis, and may be granted in whole or in part, with or without conditions, for a period of up to three months or to October 1, 2018, whichever comes first. The determination of the City Engineer or designee shall be final and is not subject to appeal.

Sections 1.00, 2.00, and 4.00 of Chapter 3, Title VI of the Milpitas Municipal Code are hereby amended to read as follows:—

VI-3-1.00 Establishment of Departments of City

Pursuant to the provision of Section VI-1-2.08 of the Milpitas Municipal Code, the work of the City government shall be distributed among the following departments of the City:

- A. City Manager;
- B. City Attorney;
- C. Finance;
- D. Human Resources;
- E. Information Technology;
- F. Planning;
- G. Public Works;
- H. ~~Engineering;~~
- I. Police;
- J. Fire; [and](#)
- K. ~~Building Safety and Housing; and~~
- L. Recreation and Community Services.

VI-3-2.00 Divisions and Distribution of Work

Subject to other provisions of law, the work of the City government shall be assigned to such departments and such divisions within such departments as the City Manager shall establish and determine. — [In addition to the general functions of the City Manager's Office, the Offices of the City](#)

Clerk, Communications, Building Safety, Housing and Economic Development are included as part of the City Manager's Office.

VI-3-4.00 Severance Payments for Specified "At-Will" Positions

1. Application. The ordinance codified in this Section shall permit the payment of severance to City employees serving in any of the following positions on an "at-will" (i.e., exempt) basis: Department Heads; ~~Chief Building Official~~Building Official; and City Engineer (hereafter "qualifying positions").

2. Severance Schedule. In exchange for a general release in a form subject to approval by the City Attorney, the City Manager may grant severance pay pursuant to this Section on the following schedule. Severance pay shall be based on an employee's base salary at the time of separation and is subject to all applicable withholding as determined by the City or appropriate taxing authorities:

For employees with up to one year of City service in a qualifying position: Four weeks' salary.

For employees with greater than one year, but no more than five years, of City service in a qualifying position: Four weeks' salary, plus two weeks' salary for each additional year of City service in a qualifying position (maximum twelve weeks' salary).

For employees with greater than five years of City service in a qualifying position: Twelve weeks' salary, plus one week's salary for each additional year of City service in a qualifying position not to exceed a total of four additional weeks' salary.

3. Criteria and Administration.

- (a) The maximum amount of severance payable under this Section sixteen weeks' salary. The minimum City service required in a qualifying position in order to receive this amount is nine years.
- (b) A year of City service means at least 2080 hours during a twelve-month period in a paid status.
- (c) Severance payments under this Section shall not be paid until after the City Attorney approves the release and after any statutory waiting periods have expired (e.g., the seven-day waiting period under the ADEA).
- (d) Severance payments may be made under this Section only after an employee is dismissed without cause or is laid off. Employees who voluntarily resign, retire, or who are dismissed "for cause" are ineligible for severance payments made under this section. Dismissal "for cause" includes any dismissal made for reasons of fraud, dishonesty, insubordination, theft, misappropriation or misuse of City property, excessive absenteeism, actions prohibited by the City's anti-discrimination policies, or conduct that would constitute a crime. The City Manager shall have the discretion to determine whether dismissals are "for cause" under this section.

Chapters 2 and 6 of Title VIII of the Milpitas Municipal Code are hereby amended to read as follows:—

VIII-2-1.02.1

CITY ENGINEER is ~~the Director of Engineering~~part of the Public Works Department of the City of Milpitas.

VIII-2-5.10 Pretreatment by Owner or Operator

Each owner or operator shall, at the owner's or operator's own expense, provide such treatment or take such other measures as the ~~Chief Building Official~~Building Official may require to prevent accidental discharge; and to reduce objectionable characteristics, contents, or rates of discharge into the sanitary sewer system to prevent damage to or interference with the sanitary sewer system.

VIII-6-3.00 Permanent Water Use Restrictions

3.06 Use in new, added, or altered cooling system equipment unless at least fifty percent (50%) of the water is recirculated. A waiver to allow less than fifty percent (50%) recirculating may be granted by the ~~Chief Building Official~~Building Official due to water quality concerns only. Cost is not an acceptable reason to request or receive a waiver.

Sections 10.03, 13.04A, 13.04B, 13.05, 13.06, and 14.01-5 of Chapter 3, Title X of the Milpitas Municipal Code are hereby amended to read as follows:—

X-3-10.03 Amount of Payment in Lieu of Improvement

The amount of payment required in lieu of improvement shall be equivalent to the cost of said improvements in ~~accordance with a resolution of Costs of Improvements adopted by the City Council as determined by the City Engineer. It shall be the duty of the Director of Planning and Engineering to present to the City Council at least once each six months its calculation of the reasonable cost of improvements at that time in Santa Clara County as the basis for the review of said costs and the adoption and revision of any resolution relating to said costs. Nothing herein contained, however, shall invalidate any action of the City Council or invalidate the imposition of any charge upon a Permittee under the provisions of this Chapter for payment in lieu of improvements as a result of any failure on the part of the Director of Planning Engineering to present said costs to the City Council or any failure on the part of the City Council to revise any resolution of costs once adopted.~~

X-3-13.04 Agreements

If permittee does not install improvements prior to the issuance of a development permit or second reading of a zoning ordinance, permittee shall execute an agreement with the City (prior to the issuance of a development permit or second reading of a zoning ordinance) to install the improvements required by City pursuant to this Chapter at permittee's sole cost within such time as said agreement shall require. Said agreement shall contain such covenants and conditions as are required by City including but not limited to the following:

- A. No work shall be undertaken by the permittee until all plans and specifications have been submitted to the ~~Director of Planning and Engineering~~Director of Public Works and approved in writing.
- B. All improvements shall be constructed under and subject to inspection by the Director of ~~Planning and Engineering~~Public Works.
- C. Permittee shall pay City's costs and expenses in connection therewith.
- D. Completion of improvements shall be prior to the issuance of a certificate of occupancy pursuant to Chapter 1, Title II of the Milpitas Municipal Code or prior to the expiration of one year after execution of the agreement, whichever occurs first (unless otherwise required by the City Council).
- E. For progress payments to permittee from any monies which permittee has deposited with the City as security for the performance of said agreement.
- F. Waiver of protest to formation of assessment district and credit in said assessment district proceedings for contributions made by permittee pursuant to this Chapter to the extent applicable.
- G. That said agreement shall bind the successors, assigns and transferees of permittee and shall run with the land.

X-3-13.05 Security for Agreement and Payment of Labor and Materials Bills

Permittee shall file with the aforesaid agreement, to assure his full and faithful performance thereof, security for such sum as is sufficient to cover 100% of the cost of said improvements and other costs and, in addition, such security as is sufficient to cover 100% of all labor and materials costs required to construct improvements. The amount of such security shall be determined by the Director of [Planning and EngineeringPublic Works](#), and such security shall be approved by the Director of [Planning and EngineeringPublic Works](#) as to sufficiency and by the City Attorney as to form. Such security shall be one or more of the following:

- A. A bond issued by a surety company authorized to transact a surety business in the State of California.
- B. A letter of credit issued by a savings and loan institution or by a bank authorized to transact business in the State of California, the form of which shall be satisfactory to and approved by the City Attorney.
- C. The deposit of cash funds in a savings account in any savings and loan or bank maintaining an office in Santa Clara County, California, with an assignment of said account to the City for payment upon said account. Provided, further, that the permittee and the bank or savings and loan shall execute such written documents as shall be required by the City Attorney and as shall be approved by him as to form to insure the availability of said sums upon demand to City and provided, further, that there shall be delivered to City a certificate or passbook representing said account, together with said assignment, in a form satisfactory to the City Attorney.
- D. Cash or cashier's check drawn upon a bank or savings and loan institution maintaining an office in Santa Clara County, California.

X-3-13.06 Release of Security

No release of any security required hereunder shall be made except upon the certification by Director of [Planning and EngineeringPublic Works](#) that work covered thereunder has been satisfactorily completed and upon approval of the City Council provided, however, that progress payments may be made to the permittee upon approval of the City Council in accordance with the provisions of his agreement with the City. Said security or any portion thereof, may be retained by the City until the end of any express warranty, or guarantee period provided for in the agreement secured, or until any claim period established by law or agreement has expired. No interest shall be paid by City upon any security deposited by permittee with the City. Any interest earned by permittee from any bank or savings and loan association upon an account assigned to the City (if not called upon to satisfy permittee's obligations pursuant to his written agreement) shall be released to permittee when the principal sum on deposit is released to said permittee.

X-3-14.01-5 Determination of Value of Building Structure or Improvements

For purposes of this section, the value of a building structure or improvement, shall be deemed to be the current market value thereof as determined by the Director of [Planning and Engineering](#). In determining said market value, the City shall consider the most recent appraised value as shown upon the records of the County Appraiser of Santa Clara County as well as such other appraisal data as the Director of Planning and Engineering shall deem pertinent. In the event that the Director of [Planning and Engineering](#) determines that the value exceeds 50%, the Permittee shall receive written notice by mail, postage prepaid, and dispatched to Permittee at his address as shown upon his permit application, of the determination of the Director of Planning and Engineering as to value and shall be entitled to appeal said determination in accordance with the provisions of this Chapter.

Chapters 1, 10, and 500 of Title XI of the Milpitas Municipal Code are hereby amended to read as follows:–

XI-1-16.01 Reversions to Acreage by Final Map

Subdivided property may be reverted to acreage pursuant to provisions of this chapter.

Proceedings to revert subdivided property to acreage may be initiated by petition of all of the owners of record of the property. The petition shall be in a form prescribed by the City. The petition shall contain the information required by XI-1-16.02 and such other information as required by City.

The City Council at the request of any person or on its own motion may by minute order initiate proceedings to revert property to acreage. The Council shall direct the [Community Development Planning](#) Director to obtain the necessary information to initiate and conduct the proceedings.

XI-1-19.05 Land Division Violations To Be Recorded

Pursuant to the authority contained in Government Code Section 66499.36, whenever the Director of Planning ~~and Engineering~~ has knowledge that real property has been divided in violation of the provisions of the Subdivision Map Act or of this Chapter, he shall cause to be filed for record with the Recorder of Santa Clara County a Notice of Intention To Record A Notice Of Violation, describing the real property in detail, naming the owner thereof, and describing the violation, and stating that an opportunity will be given to the owner to represent evidence. The Director of Planning and Engineering shall mail a copy of such notice to the owner of said real property as his address appears on the last equalized assessment roll of the County of Santa Clara. The notice shall specify a time, date and place at which the owner may present evidence to Planning Commission why such notice should not be recorded. If, after the owner has presented evidence, it is determined that there has been no violation, the Director of Planning and Engineering shall record a release of the Notice of Intention To Record A Notice Of Violation. If however, it is determined that there has been a violation (or if within sixty (60) days of receipt of the copy of the Notice Of Intention To Record A Violation the real property owner fails to inform the Director of Planning and Engineering of his objection to recording the Notice of Violation), the Director of Planning and Engineering shall record the Notice of Violation. For all purposes, the Director of Planning and Engineering is designated as the person authorized to perform any duty to be performed pursuant to the provisions of Government Code Section 66499.36 by the City of Milpitas, the City Council of Milpitas, or the Planning Commission of the City of Milpitas.

XI-10-4.08 Two-unit Projects

- A. Purpose. The purpose of this section is to allow and appropriately regulate two-unit projects in accordance with Government Code section 65852.21.
- B. Definition. A "two-unit project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot in accordance with the requirements of this section.
- C. Application.
 - 1. Only individual property owners may apply for a two-unit project. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corp., S corp., etc.) except for a community land trust (as defined by Rev. & Tax Code § 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by § 214.15).
 - 2. An application for a two-unit project must be submitted on the city's approved form.

3. The applicant must obtain a certificate of compliance with the Subdivision Map Act for the lot and provide the certificate with the application.
 4. Only a complete application will be considered. The city will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.
 5. The city may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the Code, in accordance with applicable law. The city council may establish and change the fee by resolution. The fee must be paid with the application.
- D. Approval.
1. An application for a two-unit project is approved or denied ministerially, by the Planning Director, without discretionary review.
 2. The ministerial approval of a two-unit project does not take effect until the city has confirmed that the required documents, such as the deed restriction and easements, have been recorded with the Santa Clara County Clerk.
 3. The approval must require the owner and applicant to hold the city harmless from all claims and damages related to the approval and its subject matter.
 4. The approval must require the owner and applicant to reimburse the city for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this Code.
- E. Location requirements. A two-unit project must satisfy each of the following requirements:
1. Map act compliance. The lot must have been legally subdivided.
 2. Single-family residential zone. The two-unit project shall be located in a single-family residential zone. For the purposes of this section, the R1 zone is the only single-family residential zoning district where a two-unit project may be located.
 3. Lot location. The two-unit project shall be located on a lot that conforms with the applicable requirements of Sections XI-1-31.04-4 through XI-1-31.04-8 of this Title.
 4. Not historic. The two-unit project shall be located on a lot that conforms with the applicable requirements of Section XI-1-31.05 of this Title.
 5. No impact on protected housing. The two-unit project shall be located on a lot that conforms with the applicable requirements of Section XI-1-31.06 of this Title.
- F. Residential unit standards.
1. *Quantity.*
 - a. No more than two dwelling units of any kind may be built on a lot that results from an urban lot split. For purposes of this paragraph, "unit" means a dwelling unit, including, but not limited to, a primary dwelling unit, a unit created under Section XI-10-04.08 of this Chapter, an ADU, or a JADU.
 - b. A lot that is not created by an urban lot split may have a two-unit project under this section, plus any ADU or JADU that must be allowed under State law and the City's ADU Ordinance.
 2. *Unit size.*
 - a. The total floor area of each primary dwelling that is developed on a resulting lot must be:
 - i. Less than or equal to 800 square feet; and
 - ii. More than or equal to 500 square feet.

- b. A primary dwelling that was legally established prior to the urban lot split and that is larger than 800 square feet is limited to the lawful floor area at the time of the urban lot split. It may not be expanded.
 - c. A primary dwelling that was legally established prior to the urban lot split and that is smaller than 800 square feet may be expanded to 800 square feet after the urban lot split.
3. Demo cap. The two-unit project may not involve the demolition of more than 25 percent of the existing exterior walls of an existing dwelling unless the site has not been occupied by a tenant in the last three years.

G. Maximum height.

- 1. On a resulting lot that is larger than 2,000 square feet, no new primary dwelling unit may exceed a single story or 16 feet in height, measured from grade to peak of the structure.
- 2. On a resulting lot that is smaller than 2,000 square feet, no new primary dwelling unit may exceed two stories or 22 feet in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story must be stepped back by an additional five feet from the ground floor; no balcony deck or other portion of the second story may project into the step-back area.
- 3. No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot resulting from an urban lot split.

H. Setbacks.

- 1. General setbacks. All setbacks must conform to those objective setbacks that are imposed through the underlying R1 zone.
- 2. Exceptions. Notwithstanding Subsection XI-10-4.08.H.1 above:
 - a. Existing structures. No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.
 - b. Minimum unit size. The setbacks imposed by the underlying zone must yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 square feet in floor area; but in no event may any structure be less than four feet from a side or rear property line.
- 3. Front setback area. Notwithstanding any other part of this code, dwellings that are constructed under this section must be a minimum of 15 feet from the front property lines. The front setback area must:
 - a. Be kept free from all structures greater than three feet high;
 - b. Be at least 50 percent landscaped with drought-tolerant plants, with vegetation and irrigation plans approved by a licensed landscape architect;
 - c. Allow vehicular and fire-safety access to the front structure in accordance with the City's adopted Building and Fire Safety Codes.

I. Parking.

- 1. Off-street parking requirement. Each new primary dwelling unit that is built on an existing lot or a lot created through an urban lot split must have at least one off-street parking space per unit.
- 2. Exceptions. Notwithstanding Subsection XI-10-4.08.I.1 above:
 - a. Proximity to transit. No additional parking is required for any new primary dwelling unit located within one-half mile walking distance of:

- i. A corridor with fixed-route bus service or the intersection of two or more major bus routes with frequency of service intervals of 15 minutes or less during the morning and afternoon peak commute hours; or
 - ii. A site that contains an existing rail or bus rapid transit station; or
- b. Proximity to car-share service. No additional parking is required for a new primary dwelling unit located within one block of a car-share vehicle location.

J. Architecture.

- 1. If there is a legal primary dwelling on the lot that was established before the urban lot split, any new primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- 2. If there is no legal primary dwelling on the lot before the urban lot split, and if two primary dwellings are developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- 3. Reserved.
- 4. All exterior lighting must be limited to down-lights.
- 5. No window or door of a dwelling that is constructed on the lot after the urban lot split may have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
- 6. If a dwelling is constructed on a lot after an urban lot split and any portion of the dwelling is less than 30 feet from a property line that is not a public right-of-way line, then all windows and doors in that portion must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

K. Landscaping.

- 1. Evergreen landscape screening must be planted and maintained between each dwelling and adjacent lots (but not rights-of-way) as follows:
 - a. At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24-inch box size plant shall be provided for every ten linear feet of exterior wall.
 - b. Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least six feet in height may be installed.
 - c. All landscaping must be drought-tolerant to conserve water used for irrigation.

L. Non-conforming conditions. A two-unit project may only be approved if all nonconforming zoning conditions are corrected.

M. Utilities.

- 1. Each primary dwelling unit on an existing lot or the lots resulting from an urban lot split must have a separate direct water connection to the water service provider.
- 2. Each primary dwelling unit on the resulting lots that is or that is proposed to be connected to an onsite wastewater treatment system must first have a percolation test completed within the last five years or, if the percolation test has been recertified, within the last ten years.

- N. Building and Safety. All structures built on the lot must comply with all current local building standards. A project under this section is a change of use and subjects the whole of the lot and all structures to the City's current code.
- O. Separate conveyance.
1. Within a resulting lot.
 - a. Primary dwelling units on a lot that is created by an urban lot split may not be owned or conveyed separately from each other.
 - b. Condominium airspace divisions and common interest developments are not permitted on a lot that is created by an urban lot split.
 - c. All fee interest in a lot and all dwellings on the lot must be held equally and undivided by all individual property owners.
- P. Regulation of uses.
1. Residential-only. Non-residential uses, except for legal home-based businesses, are not permitted on any single-family residential lot.
 2. No STRs. No dwelling unit located on a lot created by an urban lot split may be rented for a period of less than 30 days.
 3. Owner Occupancy. Unless the lot was created by an urban lot split, the individual property owners of a lot with a two-unit project must occupy one of the dwellings on the lot as the owners' principal residence and legal domicile.
- Q. Notice of construction.
1. At least 30 business days prior to starting any construction activities related to a structure on a lot created by an urban lot split, the property owner must provide written notice to all the owners of record of each of the adjacent residential parcels, which notice must include the following information:
 - a. Notice that construction has been authorized;
 - b. The estimated start and end dates for construction;
 - c. The hours of construction;
 - d. Contact information for the project manager (for construction-related issues); and
 - e. Contact information for the City [Office of Building Safety](#)~~Building Safety & Housing Department~~.
 2. This notice requirement does not confer a right on the noticed persons or any others to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a project under this Chapter. This notice requirement is intended to foster neighborhood awareness and expectations.
- R. Deed restriction. The owner must record a deed restriction, acceptable to the City of Milpitas, that does each of the following:
- a. Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.
 - b. Expressly prohibits any non-residential use of the lots created by the urban lot split.
 - c. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.
 - d. States that the property is formed by an urban lot split and is therefore subject to the city's urban lot split regulations, including all applicable limits on dwelling size and development.
- S. Specific adverse impacts.

1. Notwithstanding any other provisions in this section, the City may deny an application for a two-unit project if the Building Official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.
 2. "Specific adverse impact" has the same meaning as in Gov. Code § 65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code section 214(g).
 3. The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.
- T. Remedies. If a two-unit project violates any part of this code or any other legal requirement:
1. The buyer, grantee, or lessee of any part of the property has an action for damages or to void the deed, sale, or contract.
 2. The city may:
 - a. Bring an action to enjoin any attempt to sell, lease, or finance the property.
 - b. Bring an action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.
 - c. Pursue criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to \$10,000.00, or both; or a misdemeanor.
 - d. Record a notice of violation.
 - e. Withhold any or all future permits and approvals.
 - f. Pursue all other administrative, legal, or equitable remedies that are allowed by law or the Milpitas Municipal Code.

XI-10-11.07 Milpitas Commercial Specific Plan Area

A. Introduction.

1. **Specific Plan Area.** The Milpitas Commercial Specific Plan area is an approximately 14.56 acre-site located in the City of Milpitas, in Santa Clara County, California on the northernmost southeast corner of North McCarthy Boulevard and Ranch Drive (Figures 1 and 2). Regional access to the Specific Plan area is provided from Interstate 880 (I-880) and State Route 237 (SR-237). The Specific Plan area is bounded by Ranch Drive and the McCarthy Center office complex to the north; stores and parking areas in the McCarthy Ranch Marketplace to the south; Ranch Drive and I-880 to the east; and North McCarthy Boulevard and undeveloped land to the west. The undeveloped land to the west of the Specific Plan area is designated for Industrial Park uses by the City of Milpitas General Plan and is entitled for an office park campus (The Campus at McCarthy Ranch). Coyote Creek is located west of the undeveloped land with Coyote Creek Trail, a Class I bicycle/pedestrian trail, paralleling the east side of the creek. Single-family residences are located east of I-880 and are protected by a sound wall along the I-880 frontage.

2. **Purpose of the Specific Plan.** A specific plan is a combination policy statement and implementation tool that can be used to address the unique needs of a particular area of a city or county. As a result, emphasis is on concrete standards and development criteria for use in the submission and review of subsequent development plans and permits. The California Government Code permits the use of specific plans to regulate site development, including permitted uses such as density, building size, and placement. Specific plans also govern the landscaping and roadways, as well as the provision of infrastructure and utilities. Since the development guidelines established in a specific plan focus on the

unique needs of a specific area, specific plans allow for greater flexibility than is possible with conventional zoning.

The purpose of the Milpitas Commercial Specific Plan is to assist in the development of the site in a manner that will benefit local shoppers, the general public, and the City of Milpitas. The Specific Plan accomplishes these purposes by providing for the efficient use of land, ensuring compatibility between existing and proposed land uses, and establishing environmental and development standards and procedures to be met in development of the Specific Plan area. The customized development regulations contained in the Specific Plan address the unique characteristics of the site and surrounding properties, as well as the needs of the commercial land uses proposed for the site. These efforts are intended to foster greater economic development and design opportunities than could be achieved through the use of conventional zoning and development standards.

As used herein, the term "developer" shall mean the fee title holder of the Milpitas Commercial Specific Plan area.

3. Project Objectives. The objectives of the Milpitas Commercial Specific Plan are as follows:
 - a. Promote economic growth and development that is consistent with the policies of the City of Milpitas General Plan.
 - b. Provide development that maximizes the Specific Plan area's use potential in a manner consistent with the City of Milpitas General Plan.
 - c. Ensure development within the Specific Plan area complies with appropriate conditions and environmental mitigations for the benefit of the City, its residents and taxpayers.
 - d. Generate sales tax and property tax revenues to accrue to the various agencies within the Specific Plan area.
 - e. Enhance the commercial retail opportunities in the City of Milpitas and surrounding communities.
 - f. Create additional employment opportunities for local area residents.
 - g. Expand and upgrade an existing retail facility to provide the City of Milpitas and surrounding communities with a modern and energy efficient facility that provides daytime and nighttime shopping opportunities in a safe and secure environment.
 - h. Minimize travel lengths and utilize existing infrastructure to the maximum extent possible by expanding and revitalizing an existing retail store.

4. Authority. The Milpitas Commercial Specific Plan has been prepared in accordance with Government Code Sections 65450 et seq. and 66450 et seq. and will constitute the zoning for the Specific Plan area. Land use standards and regulations contained within this document shall govern future development within the boundaries of this Specific Plan.

The Milpitas Commercial Specific Plan provides a framework for development of the Specific Plan area. The Specific Plan provides guidance for the review of specific development proposals and is the City's reference document for determining permitted uses, intensity of use, and development standards and requirements. The Specific Plan defines objectives, as well as regulations and requirements for development of the Milpitas Commercial Specific Plan area.

5. General Requirements.

- a. General Plan Consistency. Implementation of the Milpitas Commercial Specific Plan is intended to carry out the goals and policies contained in the City of Milpitas General Plan, as amended, in an orderly and attractive fashion. Development within the Milpitas Commercial Specific Plan area shall, therefore, be consistent with the provisions of the City of Milpitas General Plan.

The Milpitas Commercial Specific Plan implements the General Plan by:

- i. Encouraging development within the incorporated limits to fill in the urban fabric rather than providing costly expansion of urban services into outlying areas.
 - ii. Encouraging economic pursuits to strengthen and promote development; provide economic opportunities for all Milpitas residents within existing environmental, social, fiscal, and land use constraints; and maintain a balanced economic base that can resist downturns in any one economic sector.
 - iii. Providing opportunities to expand employment, participate in partnerships with local business to facilitate communication, and promote business retention.
 - iv. Fostering community pride and growth through beautification of existing and future development.
 - v. Utilizing the City's adopted Level of Service standards in evaluating development proposals and capital improvements.
 - vi. Paying its share of street and other traffic improvements based on its impacts.
 - vii. Promoting measures that increase transit use, walking, and bicycling and that lead to improved utilization of the existing transportation system.
 - viii. Providing adequate circulation and off-street parking and loading facilities for trucks and restricting trucks to designated truck routes.
 - ix. Protecting and enhancing the quality of water resources and promoting conservation and efficiency in the use of water.
 - x. Implementing the National Pollutant Discharge Elimination System (NPDES) requirements of the Regional Water Quality Control Board.
 - xi. Enhancing the visual impact of the gateways to Milpitas.
 - xii. Undertaking efforts to reduce the generation of waste, increase recycling and slow the filling of local and regional landfills.
 - xiii. Minimizing threats to life and property from seismic hazards, geologic hazards, flooding, and dam inundation.
 - xiv. Minimizing unnecessary, annoying, or injurious noise.
 - xv. Furthering the Land Use Guiding Principles by promoting a compact urban form and encouraging focused growth through infill opportunities in the incorporated City limits rather than in outlying areas.
 - xvi. Improving the viability of transit, pedestrian and bicycle systems by promoting measures that increases use of those systems.
 - xvii. Maintaining the architectural and landscape elements that contribute to the identity and history of the City by requiring new developments to be harmonious with older structures.
 - xviii. Ensuring the conservation, development and use of natural resources by providing "smart growth" through infill development and promoting conservation and efficiency in energy and water use and reducing waste generation through increased recycling and less waste production.
- b. Relationship Between Specific Plan Development Standards/Criteria and the City of Milpitas Municipal Code. The provisions of the Milpitas Commercial Specific Plan shall govern all development on the lands within the Specific Plan area. Any regulations or requirements not specifically covered herein shall be subject to the regulations and requirements of the City of Milpitas Municipal Code, design guidelines and engineering standards and other applicable regulations, in addition to all applicable local, state and federal ordinances, laws or regulations. Any operations on the Specific Plan area shall also be required to operate in accordance with all local, state and federal regulations. If any provision of this

document conflicts with the regulations or requirements of the City of Milpitas Municipal Code, the provisions of this document shall govern.

The process for approving development under the Milpitas Commercial Specific Plan shall be set forth in Section XI-10-11.07(E), Administration.

c. Conformance with Uniform Building and Fire Codes. All construction within the Milpitas Commercial Specific Plan shall be in compliance with Title II "Building Regulations" and Title V-300 "Fire Code" of the Milpitas Municipal Code.

d. Provision of Infrastructure. Unless otherwise specifically approved as part of this Specific Plan, all off-site improvements under the control of the City shall be subject to the City of Milpitas regulations and requirements in effect at the time improvement plans are submitted. Other improvements not under the control of the City (e.g., electricity, natural gas, telephone) shall be subject to the regulations and requirements of the responsible agency.

Specific requirements for infrastructure improvements are set forth in Table XI-10-11.07-6, Milpitas Commercial Specific Plan Environmental Performance Standards, of this Specific Plan. To ensure the cost-effective availability of current and adequate infrastructure and services during the development of the Specific Plan area, infrastructure plans may be modified upon approval of the City of Milpitas ~~Chief Building Official~~ Building Official, which pursuant to Section XI-10-11.07(E), Administration, of this Specific Plan, shall be ministerial, final and not subject to appeal and without the need to amend this Specific Plan.

e. Severability. If any term, provision, condition, requirement, or portion thereof of this Specific Plan is for any reason held invalid, unenforceable, or unconstitutional, the remainder of this Specific Plan or the application of such term, provision, condition, requirement, or portion thereof to circumstances other than those in which it is held to be invalid, unenforceable, or unconstitutional, shall not be affected thereby; and each other term, provision, condition, requirement, or portion thereof shall be held valid and enforceable to the fullest extent permitted by law.

f. Costs. The developer shall pay the costs of any code enforcement activities, including attorney's fees, resulting in the violation of any provisions of the Milpitas Municipal Code, including the Milpitas Commercial Specific Plan. The developer shall be responsible for the entire cost to implement the environmental performance standards in accordance with Section XI-10-11.07(F), Environmental Performance Standards, of this Specific Plan.

g. Consent to Hold Harmless. The developer shall as a requirement of any development within the Milpitas Commercial Specific Plan area, agree to indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void or annul, any action by the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body related to, in furtherance of this Specific Plan.

Furthermore, developer shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer is subject to that other governmental entity's approval and a condition of such approval is that city indemnify and defend such governmental entity. City shall promptly notify the developer of any claim, action or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the city, any agency, or instrumentality thereof, or any of its officers, officials, employees, or agents.

B. Existing Setting.

1. Site Conditions And Existing Land Uses.

a. Historical and Existing Land Uses.

i. Existing Land Use. The Specific Plan area is currently developed with a 131,725-square-foot retail store and associated parking.

ii. Existing On-Site General Plan Land Use and Zoning. The Specific Plan area is currently designated General Commercial by the City of Milpitas General Plan. The General Commercial land use designation is intended for a wide range of retail sales and personal and business services accessed primarily by the automobile. It includes commercial uses where shopping is conducted by people walking to several stores and uses of a single-purpose character served from an adjacent parked vehicle.

The Specific Plan area is currently designated General Commercial (C2) by the City of Milpitas Zoning Code. The C2 zoning district is intended to provide for a wide range of retail sales and personal and business services primarily oriented to the automobile customer and is intended to promote stable, attractive commercial development which will afford a pleasant shopping environment. This zone permits retail sales as of right. Grocery stores that are within one thousand (1,000) feet of a residential zone and Liquor Stores (Alcohol Beverage Sales) are conditionally permitted.

The Specific Plan area is also within the Site and Architectural Overlay District (S). The S zone is intended to promote orderly, attractive and harmonious development; recognize environmental limitations on development; stabilize land values and investments; and promote the general welfare by preventing the establishment of uses or erection of structures having qualities that would not meet the intent of the Zoning Code. The General Plan and Zoning designations are illustrated in Figures XI-10-11.07-3 and -4.

b. Surrounding Land Uses. Land uses surrounding the Milpitas Commercial Specific Plan area are characterized by office and Research and Development uses to the north, commercial uses to the south, Interstate 880 and residential uses to the east, and undeveloped but entitled land to the west. North of the Specific Plan area is the McCarthy Center office complex, a 68-acre complex with approximately one million square feet of office and Research and Development uses spread among nineteen (19) two-story buildings in a campus setting. To the south is the remainder of a commercial/retail development, McCarthy Ranch Marketplace, which includes Best Buy, Borders and PetSmart, small shops and restaurants, and small, freestanding restaurants such as Black Angus, Macaroni Grill and Applebee's. To the east, east of I-880, are single-family residential uses that are protected by a sound wall located along the I-880 frontage. The undeveloped land to the west is approved for an office park campus (The Campus at McCarthy Ranch) and further west of the undeveloped land is Coyote Creek and Coyote Creek Trail, a Class I bicycle/pedestrian trail, that parallels the east side of the creek. The surrounding land uses are illustrated in Figure 5.

2. Existing Circulation.

a. Regional Circulation. Excellent regional access to the Specific Plan area is provided by I-880 and SR-237.

I-880 is a north-south highway known as the Nimitz Freeway that provides regional access throughout the East Bay. It stretches north to Interstate 980 in Oakland and south to San Jose where it becomes State Route 17. It generally is an eight-lane, divided freeway. In the vicinity of the Specific Plan area, I-880 provides six (6) lanes in each direction, including a High Occupancy Vehicle (HOV) lane in each direction. It accommodates approximately one hundred eighty-one thousand (181,000) vehicles per day. Access to and from the Specific Plan area is provided at the SR-237/North McCarthy Boulevard interchange.

SR-237 is an east-west regional highway located approximately three-tenths (0.3) miles south of the Specific Plan area that provides access throughout northern Santa Clara County. It connects Mountain

View to the west and Milpitas to the east. It is a major arterial providing connectivity to I-880 and Interstate 680. East of I-880, SR-237 is known as Calaveras Boulevard. SR-237 is a six-lane highway with HOV lanes in both directions. In the vicinity of the Specific Plan, SR-237 accommodates approximately one hundred fifty-eight thousand (158,000) vehicles per day. Access to and from the Specific Plan area is provided at the SR-237/North McCarthy Boulevard interchange.

b. Local Circulation. Major roadways in and around the Specific Plan area are Dixon Landing Road, North McCarthy Boulevard, Ranch Drive and Tasman Drive. These roadways are defined as arterials or collectors. Arterials collect and distribute traffic from freeways and expressways to collector streets and vice versa. Collector streets, which constitute most of the roadways in and around the Specific Plan area, serve as connectors between arterial and local streets, providing direct access to the parcel. Major collectors are typically wide streets with four (4) to six (6) lanes of moving traffic. Minor collectors are smaller street with either less than four (4) lanes of moving traffic or less traffic.

Dixon Landing Road is an east-west major collector roadway connecting North McCarthy Boulevard to the west and North Milpitas Boulevard to the east. It is a major collector East of North Milpitas Boulevard where it becomes Dixon Road. It is a four-lane divided roadway, except for between Milmont Drive and Village Parkway, where it is a four-lane undivided roadway with a center two-way left-turn lane. The posted speed limit along Dixon Landing Road is forty (40) miles per hour (mph).

North McCarthy Boulevard is a major north-south collector roadway connecting Dixon Landing Road to the north and Montague Expressway to the south. South of the Montague Expressway it becomes O'Toole Avenue. It is a four-lane divided roadway primarily serving adjacent commercial uses north of SR-237 and office parks south of SR-237. The posted speed limit along North McCarthy Boulevard is thirty-five (35) mph north of Technology Drive and forty (40) mph south of Technology Drive.

Ranch Drive is an east-west minor collector roadway that intersects North McCarthy Boulevard at two (2) locations. Ranch Drive is the main access roadway to retail uses within the McCarthy Ranch Marketplace. It changes from a four-lane divided roadway, a four-lane undivided roadway, and a two-lane road with a center two-way left-turn lane between its southern and northern intersection with North McCarthy Boulevard. The posted speed limit along Ranch Drive is thirty (30) mph.

Tasman Drive is an east-west arterial roadway stretching from Sunnyvale to the west to I-880 to the east. East of I-880 it becomes Great Mall Parkway. It is a six-lane divided roadway near the Specific Plan area. Santa Clara Valley Transportation Authority operates light rail service along Tasman Drive, with tracks located in the center median of the roadway. The posted speed limit along Tasman Drive is forty (40) mph.

c. Public Transit. Santa Clara Valley Transportation Authority (VTA) provides bus and light rail services in Milpitas and throughout Santa Clara County. The Specific Plan area is served by Route 33 and Route 825.

Route 33 passes northbound on North McCarthy Boulevard directly adjacent to the Specific Plan area and loops clockwise around Ranch Drive, where it returns south and provides connections to many locations in Milpitas and San Jose. Route 825 is a shuttle service provided by VTA for connections to the Santa Clara Great America station. The Santa Clara Great America station serves the Altamont Commuter Express (ACE), a weekday commuter rail service between Stockton and San Jose, and the Amtrak Capitol Corridor, a daily intercity rail service between San Jose and the Sacramento Area.

Route 33 operates every thirty (30) minutes and Route 825 operates every seventy-five (75) minutes during the weekday commute peaks. Route 33 provides weekend service from 9 a.m. to 6 p.m. every thirty (30) minutes. Route 825 does not provide weekend service, as it is a limited service commuter route.

The nearest light rail station to the Specific Plan area is the I-880 station, located at the intersection of Tasman Drive and Alder Drive, approximately one and one-half (1.5) miles to the south.

d. **Bicycle Facilities.** The Specific Plan area is serviced by a bicycle lane running along North McCarthy Boulevard. The existing retail building provides bicycle racks and any future development shall upgrade and provide bike storage pursuant to Section 11.07(D)(2), Project Access, of this Specific Plan.

3. Existing Physical Conditions.

a. **Topography.** The Specific Plan area is located in the City of Milpitas, which is within the relatively flat floor of the Santa Clara Valley. The Santa Clara Valley is a broad, northwesterly trending, alluvial-filled basin between the Santa Cruz Mountains to the south and the Diablo Range to the northeast. The Specific Plan area is bounded by bay-lands to the west and foothills to the east, with urban development located in the plain between the two (2) features. The Mission Hills are the primary backdrop to the Milpitas area. Monument Peak at two thousand five hundred ninety-four (2,594) feet is the highest point in the Mission Hills above Milpitas.

b. **Hydrology.** The Specific Plan area is located within Coyote Creek watershed. The Coyote Creek watershed encompasses three hundred fifty (350) square miles and drains the Specific Plan area, City of Milpitas, the eastern portion of San Jose and the Coyote Valley.

Coyote Creek is approximately one-quarter (0.25) miles west of the Specific Plan area and spans the length of the Santa Clara Valley, originating at Anderson Reservoir near Morgan Hill and emptying into San Francisco Bay. Downstream of the Specific Plan area, Coyote Creek splits into "New" and "Old" branches. New Coyote Creek is a man-made channel that skirts the south side of the Newby Island Sanitary Landfill, while Old Coyote Creek meanders around the east and north sides of the landfill.

The Specific Plan area has an existing stormwater collection system. Stormwater is collected via inlets located around the Specific Plan area and is then piped and discharged into the City of Milpitas's municipal storm drain system, which outlets into Coyote Creek. Storm drain lines are located within Ranch Drive and North McCarthy Boulevard.

The Specific Plan area is located within the Santa Clara Valley subbasin, which extends from Coyote Narrows at Metcalf Road in south San Jose to Santa Clara County's northern boundary. The subbasin is approximately twenty-two (22) miles long and fifteen (15) miles wide, with a surface area of two hundred twenty-five (225) square miles.

c. **Soils.** The Specific Plan area is a developed, urban area. The Specific Plan area was graded and engineered in the early 1990s with the development of the existing retail building. The soils were conditioned to support urban development and are considered stable soils and geologic units. The deep-surface soils beneath the Specific Plan area consist of approximately three hundred (300) feet of alluvium, which is regarded as a very stable geologic unit. The Quaternary age old alluvium consists of inter-layered, poorly sorted gravel, sand, silt and clay.

d. **Seismicity.** The Specific Plan area is located in an area with eight (8) active faults including the Hayward, Calaveras, San Andreas, San Gregorio-Seal Cove-Hosgri, Concord, Greenville, Las Positas, and Verona faults. The closest fault to the Specific Plan area is the Hayward fault, which is located approximately two and one-half (2.5) miles northeast. The Specific Plan area is also located in a moderate liquefaction susceptibility zone pursuant to the Liquefaction Susceptibility Map for the San Francisco Bay Area prepared by the United States Geologic Study (USGS) in cooperation with the California Geological Survey and William Lettis & Associates, Inc. The Specific Plan area is not located within an Alquist-Priolo zone and no faults or fault traces are located within the Specific Plan area.

The Specific Plan area may be exposed to moderate to severe ground shaking during an earthquake, particularly one that occurs on either the Hayward or Calaveras fault. To reduce the risk associated with

ground shaking, development within the Specific Plan area will be required to demonstrate that structural design measures identified in a seismic hazards technical study prepared prior to construction and in accordance with the requirements of the Seismic Hazards Mapping Act have been incorporated into any design and/or building plans.

The Specific Plan area is located within a liquefaction hazard zone. To reduce the risk associated with liquefaction, development within the Specific Plan area will be required to demonstrate that abatement measures identified in a design-level geotechnical investigation prepared prior to construction have been incorporated into any design and/or building plans. Development will also be required to comply with all state and local seismic safety requirements including the California Building Standards Code and Milpitas Municipal Code, Title II.

The Specific Plan area is flat and is not located in an area identified as being susceptible to landslides.

e. Hazardous Materials. The Specific Plan area is a developed, active commercial area. It appears on four (4) environmental databases listing parcels with known or potentially hazardous conditions.

The first database is the Hazardous Waste Information System database which lists sites recorded on hazardous wastes manifests. This listing only indicates that hazardous materials were transported to or from the Specific Plan area; it does not indicate that contamination occurred. The second database is the Statewide Environmental Evaluation and Planning System database which lists sites with registered underground storage tanks (USTs). This database is no longer updated. The Specific Plan area did contain a 1,000 gallon waste oil underground storage tank. A Phase I Environmental Site Assessment ("Phase I") prepared by Tait Environmental Services, dated April 25, 2009, concluded that no UST exists in the Specific Plan area today based on the site reconnaissance. The Phase I found no evidence or record of when or how the UST was removed. The third database is the California Hazardous Material Incident Report System which records reported hazardous material incidents or accidental releases or spills. An alleged incident of raw sewage bubbling up on the parking lot in the Specific Plan area was reported in 1997 by a caller to the Santa Clara County Health Department. No confirmation of this release exists. The final database is the Emergency Response Notification System which reports the release of oil and hazardous substances. No details about the listing exist, so it is unclear why the Specific Plan area is listed on this database.

Fluorescent lighting fixtures within the existing building within the Specific Plan area may contain polychlorinated biphenyls and mercury. The existing refrigeration units and rooftop HVAC units may also contain chlorofluorocarbons. The existing automobile service area utilizes several above-ground storage tanks (AST) that store petroleum hydrocarbons and a hazardous waste storage area. The existing building also has a hazardous waste storage area inside for spent absorbent material used to soak up spills of hazardous retail products and store maintenance products.

The Specific Plan area is located one and one-tenth (1.1) miles east of the San Jose/Santa Clara Water Pollution Control Plant which uses nineteen (19) percent aqueous ammonia, a hazardous material. Worst-case offsite release for aqueous ammonia is one-one hundredth (0.01) mile from the release point or only forty-five (45) feet from the plant's fence line. The Calpine Los Esteros Critical Energy Facility, a 180-megawatt natural gas power plant served by two (2) PG&E natural gas pipelines, is located six-tenths (0.6) miles southwest of the Specific Plan area. The plant began operation in 2003. Because of the localized nature of any releases of aqueous ammonia, and the recent age and clean-burning attributes of natural gas, the Specific Plan area is not susceptible to exposure of hazardous materials from surrounding land uses.

f. Biological Resources. Most of the Specific Plan area is covered with impervious surfaces. Mature ornamental trees and landscaping are located throughout the parking lot and along frontages with Ranch Drive and North McCarthy Boulevard. Horticultural low growing shrubs, tree rows and single planter trees are located in the parking areas and along the periphery of the existing building. The ornamental

trees include species up to approximately twenty (20) feet in height and non-native shrubs of five (5) feet or less in height. There are no special-status plants or wildlife species with potential to occur within the Specific Plan area.

Based on the developed and disturbed condition of the Specific Plan area, only commonly observed wildlife species would be expected to occur in the area such as house sparrows, starlings, crows, opossums and small squirrels. Based on the lack of trees, shrubs, and aquatic resources, there is no indication of a wildlife community in the area. The area also does not contain features suitable for use as a wildlife movement corridor (e.g., open drainages). The Specific Plan area does support ornamental trees and shrubs trees that could potentially provide nesting habitat for small migratory songbirds. No open channels, natural drainage features, wetlands or waters of state or the United States exist within the Specific Plan area.

g. Climate. Temperatures in the Specific Plan area range from an average monthly high of 81.9 degrees Fahrenheit (°F) in July to an average monthly low of 40.8°F in January. Average annual rainfall is 14.70 inches.

4. Existing Utilities.

a. Water. The Specific Plan area will receive water service from the City of Milpitas, which provides potable water supply and distribution to an approximately fifteen (15) square mile service area. Milpitas's water distribution systems includes two hundred three (203) miles of water main, one thousand seven hundred fifty-five (1,755) fire hydrants, five (5) water tanks totaling 15.64 million gallons of capacity, five (5) pump stations, sixteen (16) pressure regulator valves, and one (1) well. Milpitas purchases treated water from the San Francisco Public Utilities Commission and the Santa Clara Valley Water District, and receives recycled water from the San Jose/Santa Clara Water Pollution Control Plant. The City also maintains an emergency well system. The City's emergency well meets all drinking water standards and is permitted for unlimited use. A second emergency well is under design.

The San Francisco Public Utilities Commission receives approximately eighty-five percent (85%) of its water from the Hetch Hetchy Reservoir with the remaining fifteen (15%) percent coming from Alameda and Peninsula watershed. The Santa Clara Valley Water District receives its water from local groundwater aquifers, the Sierra Nevada Mountains via pumping stations in the Sacramento-San Joaquin River Delta, and a small amount from local surface water and recycled water. The annual yield from the Santa Clara Valley Water District is four hundred forty thousand eight hundred (440,800) acre-feet during a year during average weather conditions.

In 2010, the estimated water demand for Milpitas based on the City's Urban Water Management Plan was 14.06 million gallons per day. By 2030, the projected demand would be 17.10 million gallons per day with the estimated supply also at 17.10 million gallons per day. Based on these projections, demand would exceed supply under both single dry year and multiple dry year scenarios. The Urban Water Management Plan identifies various water shortage contingency strategies including voluntary and mandatory rationing and supplemental groundwater pumping. Development in the Specific Plan area will be required to install indoor water conservation measures such as low-flow or ultra-low-flow toilets and urinals, and sensor-activated faucets in restrooms prior to final certificate of occupancy issuance.

b. Wastewater. The San Jose/Santa Clara Water Pollution Control Plant provides wastewater treatment and disposal services to a three hundred (300) square-mile service area encompassing the cities of San Jose, Santa Clara, Milpitas, Campbell, Cupertino, Los Gatos, Saratoga, and Monte Sereno. The plant, which is located in San Jose, west of Milpitas, has capacity to treat 167 million gallons of wastewater per day. The plant receives 116.6 million gallons per day, on average.

The City of Milpitas collects wastewater from approximately six thousand (6,000) acres within the City planning area, including the Specific Plan area. Effluent is transmitted though 172.5 miles of sewer main to the San Jose/Santa Clara Water Pollution Control Plant. Wastewater treatment services are governed by

an agreement between the cities of San Jose and Santa Clara (as joint owners of the plant) and the City of Milpitas. The City of Milpitas pays a capital share in proportion to the City's capacity rights and the total plant capacity. In 2009, the City of Milpitas increased its capacity allocation from 13.5 million gallons per day to 14.25 million gallons per day. Any development in the Specific Plan area will be required to pay a Treatment Plant Fee.

Existing development in the Specific Plan area is served by a lateral tie into a wastewater trunk line located in North McCarthy Boulevard from SR-237 to the Milpitas Pump Station located at Dixon Landing Road. The trunk line ranges in diameter from thirty-six (36) to forty-eight (48) inches.

c. Water Quality. The existing drainage within the Specific Plan area is discussed above in Section XI-10-11.07(B)(3)(b), Hydrology.

Coyote Creek and South San Francisco Bay are listed on the United State Environmental Protection Agency (EPA) 303(d) list of impaired water bodies. During construction, all work would be required to meet the National Pollution Discharge Elimination System (NPDES) requirements for stormwater quality. The contractor would also be required to implement Best Management Practices (BMPs) for erosion control. These requirements will be implemented through the preparation and approval of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP would ensure that construction would not violate any water quality standards.

During operations, all activities must comply with a City-approved stormwater management plan. Compliance with the stormwater management plan would ensure that operational activities within the Specific Plan area would not violate any water quality standards.

d. Stormwater. The City of Milpitas collects and disposes its stormwater via a storm drainage network consisting of catch basins, conveyance piping, pump stations, and outfalls to creeks. Storm drainage infrastructure within the City includes one hundred twenty-three (123) miles of piping, three thousand four hundred ninety (3,490) catch basins, approximately four and one-half (4.5) miles of drainage ditches and creeks, and thirteen (13) stormwater pump stations. The Santa Clara Valley Water District has jurisdiction over creeks, including Coyote Creek.

The Specific Plan area is served by existing storm drainage infrastructure (inlets and piping) that discharges runoff into the City's municipal storm drain system. The City's storm drain system includes lines located within Ranch Drive and North McCarthy Boulevard. The storm drain main within North McCarthy Boulevard ranges from twenty-four (24) to forty-eight (48) inches in diameter and discharges stormwater into Coyote Creek northwest of the Specific Plan area.

e. Solid Waste Disposal. Solid waste collection and recycling services are provided by Republic Services under contract with the City of Milpitas Public Works department. Solid waste from the City of Milpitas is landfilled at the Newby Island Landfill on Dixon Landing Road in San Jose, which has approximately 10.7 million cubic yards of remaining capacity. The Newby Island Landfill operator has applied to the City of San Jose to increase disposal capacity by 15 million cubic yards. Newby Island Landfill is permitted to accept up to four thousand (4,000) tons of Municipal Solid Waste (MSW) per day. The anticipated closure date of the Newby Island Landfill is 2025. The annual waste diversion rate in the City of Milpitas is steadily increasing and was sixty (60) percent in 2006.

Development on site shall be required to retain a qualified contractor to perform construction and demolition debris recycling and developer must document to the satisfaction of the City of Milpitas, that construction and demolition debris was recycled. Development on the Specific Plan area will be required to provide on-site recycling facilities prior to obtaining certificate of occupancy permits.

f. Natural Gas. Natural gas service to the Specific Plan area will provided by Pacific Gas and Electric Company (PG&E).

g. Electricity. Electricity service to the Specific Plan area will be provided by PG&E.

h. Telephone. Telephone service to the Specific Plan area will be provided by American Telephone & Telegraph (AT&T).

C. Land Use Plan. Any and all approvals, decisions, reviews or actions required under this section and required for development within the Milpitas Commercial Specific Plan area shall be ministerial, final, and not subject to appeal, and shall be processed pursuant to Section 11.07(E), Administration, of this Specific Plan, provided the proposed development is consistent with the conceptual site plan, elevations, colors and materials, and landscaping as depicted in Figures XI-10-11.07-6 through -9, of this Specific Plan and the conditions and requirements set forth in Figure XI-10-11.07-10, of this Specific Plan.

Development that is not consistent with the development standards set forth in the Milpitas Commercial Specific Plan and Figures XI-10-11.07-6 through -9, of this Specific Plan, and the conditions and requirements set forth in Figure XI-10-11.07-10, of this Specific Plan shall either require a Substantial Conformance Determination, as discussed below, or shall be processed under the procedures set forth for development in the General Commercial (C2) zone as set forth in the City of Milpitas Zoning Code. Development that has not commenced, which is defined as building permit issuance or completion of a foundation, within eighteen (18) months of approval of the Milpitas Specific Plan, shall be processed under the procedures set forth for development in the C2 zone as set forth in the City of Milpitas Zoning Code. The development standards shall be the same as those specified herein, but the process shall be consistent with the zoning code.

1. Land Use Concept. The overall land use concept for the Milpitas Commercial Specific Plan is to revitalize, update and expand an existing retail facility to take advantage of the site's excellent regional access and visibility. It will improve the aesthetic and commercial landscape and provide for development of a full-service retail use to complement existing uses in the surrounding area. The land use concept will incorporate design elements that complement and are compatible with the architectural theme of the existing commercial landscape by creating an attractive and productive blend of retail uses. Access and parking within the Specific Plan area is intended to be designed with convenient vehicular, non-motorized vehicle and pedestrian access that blends and interconnects with the surrounding commercial area.

Figure XI-10-11.07-6 illustrates the Conceptual Site Plan for the Milpitas Commercial Specific Plan.

a. Uses Allowed By Right. Table XI-10-11.07-1, Permitted Uses, below establishes the permitted uses for the Milpitas Commercial Specific Plan area. Ancillary and accessory uses, if proposed, will be reviewed concurrently with any application for development submitted. Ancillary and accessory uses that are not specifically listed as permitted may be approved subject to determination of substantial conformance as set forth in Section 11.07(E), Administration, of this Specific Plan. All uses shall be fully enclosed unless otherwise indicated.

Table XI-10-11.07-1. Permitted Uses

1. Commercial Uses	
	Alcoholic beverage sales for offsite consumption (type 20 or 21 license)
	Art/photography studio or gallery
	Bookstore
	Commercial services (i.e., establishments which provide non-medical services of a retail character to patrons which may involve the sale of goods associated with the service being provided, including, but not limited to, establishments such as: accountants, architects, dry-cleaners, floral shops, barber and beauty shops, interior decorators; Laundromats (self-service

	laundries), locksmiths, mailbox rentals, photocopy shops, shoe repair shops, tailors, and tuxedo rental shops)
	Furniture sales
	Grocery store (supermarkets) regardless of distance from residential zone(s)
	Home improvement (hardware, blinds, interior decorating, etc.)
	Household appliance store
	Janitorial services
	Newsstand (indoor and outdoor)
	Nursery (flower or plant) provided all incidental equipment and supplies, including fertilizer and empty cans, are kept within a building or garden center.
	Office supply sales (stationary, equipment)
	Paint and wallpaper stores
	Pet stores
	Printing (newspaper, publishing)
	Rentals (medical supplies, costumes, party equipment, office equipment)
	Retail stores, general merchandise (i.e., retail trade establishments selling lines of merchandise, including, but not limited to: art supplies, antiques, bakeries (retail only), bicycles, candy stores, clothing and accessories, collectables, fabrics and sewing supplies, gifts (novelties and souvenirs), hobby materials, jewelry, luggage and leather goods, music stores, sporting goods and equipment, toys and games, variety stores; video rentals and sales)
	Superstore-type uses including general merchandise, grocery, pharmacy and other uses permitted independently in the Specific Plan area1
	Tanning salon
	Thrift store
2. Entertainment and Recreation	
	Bowling alleys
	Commercial athletic facilities - Indoor
3. Health and Veterinarian Uses	
	Animal grooming (no boarding)
	Medical and dental office2
	Medical support laboratories
	Optician and optometrist shop

	Pharmacy or drug store
	Veterinary clinic
4. Professional Offices, Financial Institutions and Related Uses	
	Automatic Teller Machines (freestanding)
	Financial institutions (banks, savings and loans, check cashing, etc.)
	General offices (administrative and business services, real estate, travel agencies, etc.)
5. Public, Quasi-Public and Assembly Uses	
	Trade and vocational school
	Instruction - Private
	Parking Facility - Storage Garage
6. Restaurants or Food Service	
	Catering establishment
	Restaurants ³
7. Vehicle Related Uses	
	Auto repair (tire, oil change, smog check, etc.)
	Temporary Recreational Vehicles (RV) sales
	Vehicle-oriented window service facility
8. Unclassified Uses	
	24-hour operations
	Accessory structures (not including warehouses on the same site as a permitted use)
	Temporary seasonal sales ⁴

1 24-hour operations permitted as-of-right.

2 Medical and dental office is defined as a building or place where (a) member(s) of the medical profession, dentists, chiropractors, osteopaths, acupuncturists, and physicians or occupational therapists provide diagnosis and treatment to the general public without overnight accommodation and shall include such uses as reception areas, offices, consultation rooms, pharmacy and x-ray providing that all such uses have access only from the interior of the building or structure.

3 Does not include live entertainment, dancing, drive-thru or drive-in restaurants.

4 Any temporary seasonal sales shall comply with the requirements of Section XI-10-11.07(C)(2)(e).

2. Site Development Standards.

a. Land and Structure Regulations. Table XI-10-11.07-2, Land and Structure Regulations, below establishes the land and structure regulations for the Milpitas Commercial Specific Plan area:

Table XI-10-11.07-2
Land and Structure Regulations

Lot Area, minimum	10,000 square feet
Lot Width, minimum	100 feet
Maximum Floor Area Ratio	0.50
Minimum Yard Setbacks	Front: 0 feet Side Yard (interior): 0 feet; 15 feet when abutting R District Street Side Yard: 0 feet Rear Yard: 0 feet; 15 feet when abutting R District
Maximum Building Height	None
Maximum Building Square Footage	150,725 square feet

b. General Design Concepts. Within the Milpitas Commercial Specific Plan, general design concepts address the nature and function of the use, building, or feature being considered. Architectural design and details are to be integrated throughout the Specific Plan area and oriented to areas within public view. Design within the Milpitas Commercial Specific Plan shall meld function and form, not one to the exclusion of the other, and promote the harmonious appearance of structures in other commercial areas adjacent to the Specific Plan area, including the McCarthy Ranch Marketplace which is a commercial/retail development south of the Specific Plan area.

To facilitate design integrity between the uses within the Milpitas Commercial Specific Plan and other commercial uses surrounding the Specific Plan area, the following standards shall be adhered to:

- i. Design shall reflect the "California ranch" design theme of the McCarthy Ranch Marketplace, including "salt box" style metal roofs and canopies, faux wood siding, corrugated metal cladding, and the use of colors such as Colonnade Gray, Cool Old Zinc Gray and Countryland Red. Figures XI-10-11.07-7 and -8 included in this Specific Plan comply with these requirements.
- ii. The Planning Director shall review and approve all final building plans and elevations to ensure substantial conformance with Figures XI-10-11.07-6, -7 and -8, of this Specific Plan. Substantial conformance shall be determined as set forth in Section XI-10-11.07(E), Administration, of this Specific Plan.
- iii. Development within the Specific Plan area shall comply with the environmental performance standards set forth in Section XI-10-11.07(F), Environmental Performance Standards, of this Specific Plan. Developer shall bear all costs of implementing such environmental performance standards.
- iv. Shipping containers shall be removed from the Specific Plan area or screened in accordance with Municipal Code Title XI, Chapter 10, Section 5.04(A)(2) to be completely enclosed within a building or behind a visually obscure solid wall or tight board fence a minimum six (6) feet in height and not located within any front or street side yard setbacks.
- v. No trees shall be removed until the City has approved a detailed landscape plan as set forth in Section XI-10-11.07(C)(2)(c) below.
- vi. All development within the Specific Plan area shall comply with all applicable building codes and the requirements of the City, County, State and other responsible agencies.

Figures XI-10-11.07-7 and -8 illustrate the conceptual exterior elevations and conceptual colors and materials for the Specific Plan area. Development proposed that is consistent with Figures XI-10-11.07-7 and -8 shall be processed as a ministerial building permit and construction plan review as set forth in Section XI-10-11.07(E), Administration, of this Specific Plan.

c. Site Development Standards. Within the Milpitas Commercial Specific Plan area the following standards shall apply to certain types of development or uses.

i. Alcoholic Beverage Sales. Any business conducting alcohol sales in the Specific Plan area shall comply with all Department of Alcoholic Beverage Control licensing requirements pertaining to the sale of beer, wine and distilled spirits. Business operators shall be responsible for ensuring that all employees receive "Responsible Alcoholic Beverage Service" training as offered through programs established by the Alcoholic Beverage Control of the State of California. Evidence of such training and the training records of all employees shall be maintained on-site during business hours, and made available for inspection upon request.

ii. Food Preparation and Sales. The owner of any establishment involved in the preparation or sale of food shall hold training sessions to instruct their employees on the proper procedures in the handling and disposal of food items; the general maintenance and use of the compactor; and any other procedures that would assist the business in complying with all state and local health and sanitation standards.

Prior to issuance of a certificate of occupancy, the owner of any establishment involved in the preparation or sale of food shall post signs (in English, Vietnamese, Chinese, Filipino and Spanish) inside the premises for all employees, which identify procedures for the food delivery and disposing of garbage.

The preparation and storage of food is not permitted outside of the establishment.

The owner of any establishment involved in the preparation or sale of food shall comply with best management practices for the handling and disposal of solid and food wastes, as permitted by and in compliance with local and state solid waste disposal regulations.

d. Landscaping. The quality environment envisioned for the Milpitas Commercial Specific Plan site will be established, in large part, by its landscape treatment. Landscaping is to be designed to highlight positive visual features, to screen negative ones, and to provide a cool, pleasant outdoor environment.

Landscaping currently exists along the existing building frontage with North McCarthy Boulevard and Ranch Drive and within the parking area. The existing retail building and Specific Plan area is almost entirely screened from view by this landscaping. New planter areas shall be installed along the south side of the existing retail building, but all other landscaping shall remain unchanged.

Prior to issuance of a building permit, a detailed landscape plan shall be submitted to the Planning Director for review, approval and implementation.

Prior to the issuance of grading or building permits, whichever comes first, the developer shall obtain a tree removal permit from the City of Milpitas for any trees to be removed with a trunk circumference of 37 inches or more measured at 4.5 feet above ground level. As set forth in Section XI-10-11.07(E), Administration, of this Specific Plan, landscape plan review and approval, and tree removal permit issuance, shall be non-discretionary, final actions that cannot be appealed.

The detailed landscape plan shall include and/or provide for the following:

i. The location and screening of all transformers and utility devices including backflow preventers.

ii. The location and type of trees, shrubs and ground cover, including sizes and quantities. The legend shall also show tree canopy diameter at planting, five (5) years and ten (10) years.

iii. Plan details for all fence and wall structures. These shall be compatible in style and material with the proposed buildings.

- iv. All planter areas shall be serviced by a sprinkler head or drip system.
- v. All trees removed with a trunk circumference of more than thirty-seven (37) inches or more measured at four and one-half (4.5) feet above ground level shall be replaced in accordance with the requirements of the City of Milpitas Tree Maintenance Protection Ordinance and as set forth in the required tree removal permit. All trees removed with a trunk circumference of less than thirty-seven (37) inches or more measured at four and one-half (4.5) feet above ground level, shall be replaced on-site with a similar tree species at no less than a 1:1 ratio. All replacement trees shall be planted within thirty (30) days of issuance of the final certificate of occupancy.
- vi. All approved landscaping shall be permanently maintained and replaced in kind as necessary to provide a permanent, attractive and effective appearance.

The approved detailed landscape plan shall be incorporated into the development proposed. All required landscaping shall be planted and in place prior to issuance of a certificate of occupancy.

Figure XI-10-11.07-9 illustrates the preliminary planting plan for the Specific Plan area. Figure XI-10-11.07-11 is a colored conceptual site plan that shows all the existing and preliminary planting pursuant to the preliminary planting plan for the Specific Plan area.

Any detailed land use plan or tree removal permit submitted as part of a development proposed that is consistent with Figure XI-10-11.07-9 shall be processed as a ministerial building permit and/or construction plan review as set forth in Section XI-10-11.07(E), Administration, of this Specific Plan.

e. On-Site Circulation, Parking, and Loading.

- i. On-Site Circulation. The on-site circulation standards within the Milpitas Commercial Specific Plan will ensure the efficient and safe passage of vehicles and pedestrians to and from the various commercial uses within the Specific Plan area.

On-site circulation within the Specific Plan area shall adhere to the following requirements:

- (1) All ingress and egress routes shall be maintained clear of storage, delivery trucks or other obstructions at all times.
- (2) The circulation system shall include adequate directional signs for entrances, exits, parking areas, loading areas, and other uses.
- (3) On-site driveways shall be permitted to provide common access between the Specific Plan area and adjacent properties.
- (4) Site lines required for safe automobile movement shall be kept clear.
- (5) On-site pedestrian walkways should provide direct, safe, and adequate movement paths between parking areas and building entrances.
- (6) Truck deliveries shall enter via the northern driveway along Ranch Drive and immediately turn right and travel westbound towards the loading dock. Trucks exiting the site would retrace their path to the northern Ranch Drive driveway.

- ii. Parking. Prior to issuance of a building permit, the developer shall prepare and submit a site plan to the City of Milpitas that demonstrates that off-street parking provided on-site complies with the parking provisions of the Milpitas Commercial Specific Plan. As set forth in Section XI-10-11.07(E), Administration, of this Specific Plan, review and approval of the site plan shall be a non-discretionary, final action that cannot be appealed. The intent of this action is to ensure compliance with the provision of the Milpitas Commercial Specific Plan.

The number of required parking spaces in the Specific Plan area is set forth in Table XI-10-11.07-3, Number of Parking Spaces Required, below. Gross floor area, as used in this Specific Plan, means the

total of all floors measured from the interior faces of the building, but not including areas for parking, basements, shaft enclosures, or unroofed inner courts unless any outdoor areas are used for retail purposes.

Table XI-10-11.07-3

Number of Parking Spaces Required

Use	Minimum Parking Spaces Required
1. Commercial Uses	
Commercial services ¹	1 per 200 square feet
Furniture and appliance stores and other bulky item retail	1 per 350 square feet
General Retail and Convenience Stores, including grocery stores	1 per 200 square feet
Plant nursery	1 per 200 square feet
Superstore-type uses including general merchandise, grocery, pharmacy and other uses permitted independently in the Specific Plan area	1 per 200 square feet
2. Entertainment and Recreation	
Arcade and Amusement	1 per 200 square feet
Bowling Alleys	6 per alley or lane
Indoor Commercial Athletic Facilities	1 per 150 square feet
3. Health and Veterinarian Uses	
Medical and dental office	1 per 225 square feet
Veterinary clinic and Animal Grooming	1 per 250 square feet
4. Professional Offices, Financial Institutions and Related Uses	
Automatic Teller Machines (freestanding)	2 per machine
Financial institutions (banks, savings and loans, check cashing, etc.)	1 per 180 square feet
Offices, administrative and business services	1 per 240 square feet
5. Public, Quasi-Public and Assembly Uses	
Trade and vocational school	1 per 200 square feet
Instruction - Private	1 per instructional area or classroom, whichever is greater. No fewer than 3 spaces
6. Restaurants or Food Service	

Restaurant - Sit Down	1 per 39 square feet of dining area
Restaurant - Take Out	1 per 2.5 seats (indoor/outdoor) plus 1 per 60 square feet GFA for the ordering or take-out area
7. Vehicle Related Uses	
Auto repair (tire, oil change, smog check, etc.)	3 per service bay

1 Commercial services shall have the same definition as that set forth in Table XI-10-11.07-1.

Off-street parking configurations within the Specific Plan area shall adhere to the following requirements:

- (1) Shared Parking within the Specific Plan area shall be as set forth in the City of Milpitas Zoning Code section XI-10-53.11.
- (2) Up to forty (40) percent of the required parking stalls may be designed as compact stalls to accommodate compact cars. Compact parking stalls shall be dispersed throughout the parking lot and not concentrated to discourage oversized vehicles from using the stalls. Each stall shall be legibly marked "compact stall" or "small car" on the stall surface.
- (3) Parking spaces for the disabled shall comply in all respects with the requirements of the California Code of Regulations (State Building Code) or Federal law, where such prevails over State law.
- (4) Parking spaces shall be unobstructed in operation, shall not be used for vehicle repair work of any kind unless within a building, and shall not be reduced below the required size as long as the primary use remains, unless an equivalent number of spaces is provided for said use in another approved location.
- (5) The sale or storage of merchandise in parking areas may be allowed pursuant to the provisions and requirements set forth in Figure 10 and as set forth in Section XI-10-11.07(C)(2)(e), of this Specific Plan.
- (6) All parking areas shall be kept clean and free of dirt, oil, mud or trash; pavement and striping shall be maintained in a continuous state of good repair.
- (7) All parking areas and access driveways shall have a smoothly graded, stabilized and dustless surface with adequate drainage so that injury will not be caused to adjacent properties. Bumper guards or curbs shall be provided in order to define parking spaces or limits of paved areas.
- (8) Parking stalls and drive aisle dimensions shall comply with Table XI-10-53.13-1 of the City of Milpitas Zoning Code.
- (9) All open automobile parking areas which abut upon a public street right-of-way shall provide landscaping to a depth of at least ten (10) feet of said street right-of-way and of any adopted plan line, with openings for walkway or drive purposes. Each landscaped planter in said parking facility shall be contained with a six (6) inch raised concrete curb (extruding curbing not permitted). Installation of an irrigation system shall be provided for in each planter area.
- (10) Lighting shall be provided in the parking area pursuant to Section 11.07(C)(2)(h), of this Specific Plan and shall be designed, located and arranged so as to reflect the light away from any street and any adjacent premises.
- (11) Directional signs are permitted in parking areas pursuant to Section 11.07(C)(2)(f), of this Specific Plan.

(12) Vehicles may overhang two (2) feet into any landscape area or private walkway if the walkway is a minimum six (6) feet in width, but in no event shall the overhang be permitted within any public right-of-way.

iii. Loading.

(1) Each loading berth shall have vehicular access to the street, without passing over other parking stalls.

(2) Loading areas shall be designed to provide for backing and maneuvering on site and not from or within a public street. Direct loading from a public street shall not be permitted.

(3) Loading bays shall be sealed with rubber gaskets to reduce noise impacts to adjacent areas.

f. Outdoor Storage/Sales. Outdoor storage and sales shall be permitted in the Milpitas Commercial Specific Plan area, pursuant to the requirements set forth below.

i. Outdoor storage of material shall be completely enclosed within a building or behind a visually obscure solid wall or tight board fence a minimum six (6) feet in height and not located within any front or street side yard setbacks.

ii. Temporary seasonal sales such as Christmas tree or pumpkin sales lots may be permitted provided they do not reduce available parking to below the required parking ratio for the primary use on the site. Temporary seasonal sales shall not engage in the sale of any merchandise not directly associated with the holidays with which the seasonal sales are associated. Each site occupied by a temporary use shall be left free of debris, litter, or any other evidence of the temporary use upon completion or removal of the use. Temporary seasonal sales shall be approved by Planning Department staff pursuant to Section XI-10-11.07(E), Administration, of this Specific Plan, provided the above requirements are met, and shall be limited to forty-five (45) days of operation per calendar year.

iii. Outdoor sales, including temporary tent sales and periodic temporary RV sales, shall be allowed as pursuant to the provisions and requirements set forth in Figure 10 and this Section.

iv. Ingress and egress for emergency vehicles shall be maintained at all times within the sales and storage area.

g. Signage. Signage and graphics will be an important element within the Milpitas Commercial Specific Plan area. The intent of the sign program is to provide for maximum sign exposure for uses within the Specific Plan area in a manner that will complement the overall image of the area while preserving and enhancing the aesthetic, vehicle and pedestrian traffic safety and convenience, and environmental values of the surrounding area.

Developer shall be required to prepare and submit a sign program to the City of Milpitas for review and approval before building permit issuance. Developer shall implement the approved sign program into any proposed development in the Specific Plan area. As set forth in Section XI-10-11.07(E), Administration, of this Specific Plan, any review and approval of a sign program shall be a non-discretionary, final action that cannot be appealed. The intent of the review is to ensure compliance with the signage requirements of the Milpitas Commercial Specific Plan. Changes in existing sign copy and relocation of existing signs that do not change the existing sign area shall be deemed to be consistent with the signage requirements of the Specific Plan and shall not require any additional approvals.

The following sets forth the requirements for signs in the Milpitas Commercial Specific Plan area:

i. Definitions. The definitions stated in Milpitas Municipal Code Title XI, Chapter 10, Section 2.03 are incorporated herein.

ii. Maximum Sign Area. The maximum permissible sign area in the Specific Plan area shall conform to the following area:

(1) The total aggregate area of all signs permitted on any building site or property shall not exceed one (1) square foot of sign for each two (2) lineal feet of building perimeter on the subject parcel or not exceed two (2) square feet of sign for each one (1) lineal foot of public street frontage, at the developer's discretion.

(a) For buildings or uses containing more than one (1) business, the allowable sign area as defined in Section (1) above shall be distributed to each business proportionately to the floor area of the subject business to the total floor area for all leasable structures on the parcel or site; or, distributed to each business proportionately to the building façade of the subject business by one (1) square feet of sign area per one (1) lineal feet of adjacent building façade oriented towards a property line of a site or common parking area.

(b) Public street frontage with non-access rights or no immediate direct access, such as flood control channels, but excluding landscaped planter areas, shall not be included in computing public street frontage for purposes of sign area calculations.

(c) Any square footage of a sign shall be deducted from the total maximum permissible sign area allowed for the site, unless otherwise specified or exempted in this Specific Plan.

The following signs shall not count towards the maximum sign area allocations: Ancillary Service Signs; Blade Signs; City Identification Signs; Flag Signs; Menu Board Sign for Drive Through; one "open/closed" Window Sign; and Temporary Signs. Based on public street frontage the maximum allowable sign area is 2,806 square feet in the Specific Plan area.

iii. General Sign Requirements.

(1) The sign shall relate to the architectural design of the building. An attractive scale between the sign, the building and the immediate surrounding buildings and signs shall be maintained.

(2) Signs should be an integral part of the design of the storefronts of mixed-use buildings.

(3) To the extent feasible, a sign shall be graphic with design emphasis on simplicity, style, trademark, business identification and symbol. Wording shall be an integral part of the overall design.

(4) Signage shall not obstruct pedestrian circulation.

(5) While bilingual signs are allowed, the size of English lettering should be at least equal to the size of letters of another language.

(6) The business name and address shall be displayed on the tenant space if located in a multi-tenant building or on the building or property for a single occupant building.

(7) All signs shall be erected only upon the site occupied by the persons or business sought to be identified or advertised by such signs.

(8) Lighting - All lighting sources shall be adequately diffused or shielded; bare lighting sources, such as neon, bare fluorescent tubes, incandescent bulbs, light emitting diodes (LED) and similar devices are not permitted.

(9) Construction - The sign's supporting structure shall be as small in density and as simple as is structurally safe; sign letters and materials should be professionally designed and fabricated; multiple signing on a single-faced building shall be reviewed for coordination of all signs architecturally and aesthetically; exposed transformers are prohibited; exposed conduit and tubing must be mitigated so that they are inconspicuous.

(10) Materials - Sign faces should be constructed of non-brittle, non-yellowing Polycarbonate material or superior; signs should be constructed using high-quality materials such as metal, plastic, stone and wood; impact resistive plastic shall be used on all internally illuminated signs utilizing plastic sign faces.

Whenever a plastic internally illuminated sign face, advertising copy or message becomes damaged and is to be replaced, said sign face shall be replaced with a sign face constructed of impact resistive plastic.

iv. Standards for Specific Types of Permanent Signs.

- (1) Ancillary Service Signs must be affixed to building, wall or window, and shall be smaller in scale to the tenant signs.
- (2) Architectural Signs shall constitute an integral part of a roof or marquee and must have a minimum clearance of ten (10) feet from the ground.
- (3) Area Identification Signs shall not require extensive maintenance or upkeep.
- (4) Blade Signs shall provide a minimum of eight (8) feet of clearance above the walkway surface below, be pedestrian oriented only, project a maximum of four (4) feet from the wall of a building, and not be internally illuminated.
- (5) City Identification Signs erected on private property do not count toward the maximum number of freestanding signs allowed on site.
- (6) Freestanding Signs greater than six (6) shall be part of an approved sign program as set forth in Section XI-10-11.07(C)(2)(f), of this Specific Plan. Freestanding signs shall be erected in on-site landscaped planter areas and maintained in a neat and healthy manner in perpetuity with vegetation that is appropriate to the site. The planter area shall extend a minimum of three (3) feet from the base of the sign. The height of free standing signs shall be measured from grade level of the closest public sidewalk, curb or public street. A freestanding sign may consist of more than one (1) sign panel provided that all such sign panels are consolidated into one (1) common integrated sign structure.
- (7) Graphic Panel Signs shall be located within five (5) feet of the main building wall. They do not count as freestanding signs, but the display area on graphic panels counts towards overall sign area.
- (8) Joint Use Signs shall be approved as part of a Sign Program and only for a commercial district under multiple ownerships where freestanding signs for each parcel for which signage is desired is infeasible. The commercial district shall be characterized by close proximity of the businesses and small parcel size. A common parking field and common vehicular circulation are strongly encouraged.
- (9) Menu Board Signs for drive-thru and speakers shall be oriented away from the public right-of-way.
- (10) Off-Site Public Information Signs for a quasi-public use may request up to two (2) signs to be located by the City within the public right-of-way. These signs shall only include the name of the use in letters not exceeding four (4) inches in height and an arrow specifying the appropriate direction. Requests for such signs shall be made in writing by an authorized representative of the use and shall include the general location desired for said signs. The City Manager, or his or her designee, shall determine the precise location and sign design based on good traffic engineering practice and shall provide for erection of the signs.
- (11) Projecting Signs shall have a clearance of eight (8) feet above the ground and fourteen (14) feet above a driveway, alley, or other vehicular access way. Unless modified by an approved sign program, projecting signs shall only be located on the middle one-third of the front wall of a building and shall not extend from the front wall to which they are attached more than five (5) feet. Projecting signs shall not project into a public right-of-way.
- (12) Wall Signs shall have a maximum area as set forth in Table XI-10-11.07-4, Matrix of Permanent Sign Types, below. The exposed face of a wall sign shall be installed in a plane parallel to the plane of the wall.

The maximum number, size and height of permanent signs, as defined and discussed above, is set forth in Table XI-10-11.07-4, Matrix of Permanent Sign Types.

Table XI-10-11.07-4

Matrix of Permanent Sign Types

Sign Type	Maximum Number of Signs Permitted	Maximum Size per Sign	Maximum Height per Sign
Ancillary Service Signs	n/a	n/a	None
Architectural Sign	n/a	n/a	n/a
Area Identification Sign	n/a	60 square feet	n/a
Blade Sign	One per elevation of each tenant space	n/a	15 feet above walkway surface
City Identification Sign	n/a	n/a	n/a
Flag Signs	1 per site or building	40 square feet per flag sign	n/a
Freestanding Sign	1 per each parcel's public street frontage, 1 additional sign for sites with more than 300 feet of public street frontage	n/a	25 feet max; 1 foot of height for every 8 lineal feet of public street frontage. For any second sign, only the lineal feet in excess of 300 shall be used to determine height.
Graphic Panel Sign	n/a	n/a	n/a
Joint Use Sign	See Freestanding Sign		
Menu Board Sign for Drive Through	2 per site	n/a	6 feet
Off-site Public Information Sign	n/a	n/a	n/a
Projecting Sign	One per business	Sixteen (16) square feet per side unless increased pursuant to approve Sign Program.	n/a
Wall Sign	n/a	n/a	n/a
Window Sign	n/a	Shall not exceed twenty-five (25) percent of the contiguous window area.	n/a

v. Standards for Specific Types of Temporary Signs.

(1) Balloon Signs shall be allowed for grand openings (when first opened or after significant remodeling) for a business, promotional events for individual businesses or group of businesses on a parcel. Only one (1) sign may be attached to the balloon to identify the name of the shopping center, business, activity or event. No other smaller balloons shall be attached to the balloon or its supporting or secure lines. The balloon shall be securely mounted to the ground or a room and shall not move by any other means than normal wind current.

(2) Banner Signs shall be securely attached flush to a building and located on the premise of the business or use it advertises. The banner sign may be wrapped around a permitted permanent freestanding sign or wall sign when used to announce a change of business name. This banner would be allowed in addition to any other banner for the business.

(3) Construction Signs may indicate the opening date, architect, engineer, contractor, future business or lending agency and shall only be placed on the site of work under construction with a valid building permit.

(4) Grand Opening Signs are permitted when used for bona-fide grand opening functions after a business' initial occupancy, new ownership, name change or the reopening of a business that completely closed for remodeling for at least two week and shall only be displayed at the business for which the grand opening will occur.

The maximum number, size and height of temporary signs, as defined and discussed above, is set forth in Table XI-10-11.07-5, Matrix of Temporary Sign Types.

Table XI-10-11.07-5
Matrix of Temporary Sign Types

Sign Type	Maximum Number of Signs Permitted	Maximum Size per Sign	Maximum Height per Sign	Duration
Balloon Sign	1 per event		50 feet above grade	Up to four (4) times per calendar year. Maximum 30 days per event, 15 days for subsequent displays during year. Minimum 30 days between display occurrences
Banner Sign	1 per elevation	60 square feet		Maximum 30 consecutive days for 1st event; maximum 15 consecutive days for subsequent event. Displays shall be

				interrupted by 30 days. Maximum four (4) banner signs permitted per calendar year. If associated with a remodel, the interruption period may be waved.
Construction Sign	2 per street frontage For tenant improvements: 2 maximum	32 square feet	6 feet when freestanding	After issuance of building permit and removed upon approval of final occupancy
Grand Opening Sign	1 per elevation	60 square feet		30 days
Temporary Use Sign	1 per street frontage	32 square feet	8 feet	To be erected only during the temporary use and taken down upon completion of temporary use

vi. Prohibited Signs and Elements of Signs. The following types of signs are prohibited in the Specific Plan Area: Off-Site Advertising Displays; Privately-Owned Signs Resembling Traffic Signs; Reflective Signs; Rotating or Moving Signs; Roof Sign or Signs Extending Above Roof Ridge; Signs That Are A Traffic Hazard; Sound or Odor Emitting Signs; Other Advertising Structure; and Statuary Signs.

The following types of signs are prohibited subject to the exceptions noted below:

- (1) Abandoned Signs shall be removed within ninety (90) days after the business the sign advertised has ceased and shall include elimination of all sign copy and if the sign was mounted on a building, the building façade shall be restored to its original state to the best extent possible.
- (2) A-Frame Signs and Portable Signs with the exception of public services signs and open house directional signs.
- (3) Blinking, Flashing Lights or any sign having fluttering lights or other illuminating device which has changing light intensity, brightness or color unless approved pursuant to an approved sign program.
- (4) Temporary Signs except construction signs, grand-opening signs, and temporary promotional signs.
- (5) Vehicle-Mounted Signs where the vehicle is not legally registered, not operable, not parking within the confines of a striped parking space approved by the City of Milpitas or parked within the confines of a striped parking space approved by the City of Milpitas or a city street for more than seventy-two (72) hours.
- (6) Portable Signs

h. Noise.

i. Construction Noise. Hours of exterior construction shall be limited to between the hours of 7 a.m. and 7 p.m. daily except holidays. All construction equipment shall be acoustically muffled to reduce noise in accordance with Caltrans Standard Specifications.

ii. Operational Noise. Development in the Specific Plan area shall comply with the noise standards contained in the Noise Element of the Milpitas General Plan.

i. Lighting. The following section addresses illumination of on-site areas for purposes of safety, security, and nighttime ambience, including lighting for parking areas, pedestrian walkways, graphics and signage, architectural and landscape features, shipping and loading areas, and any additional exterior areas.

Prior to issuance of building permits, the developer shall ensure that all exterior lighting fixtures (building-mounted and freestanding) are shielded, recessed, or directed downward to prevent unwanted illumination of neighboring properties. Fixtures shall be appropriate in terms of height, style, design, scale and wattage to the use of the property. Fixtures shall be spaced appropriately to maximize pedestrian safety. This may be accomplished by submitting a Lighting Plan for review and approval by the Planning Director as set forth in Section XI-10-11.07(E), Administration, of the Milpitas Commercial Specific Plan. Any review of a Lighting Plan shall be a non-discretionary, final action that cannot be appealed. The intent of the review is to ensure compliance with the provisions of the Milpitas Commercial Specific Plan. The approved Lighting Plan shall be incorporated into the development proposed.

j. Police Protection. Developer shall conduct a crime survey of the area to evaluate the security needs for development in the Specific Plan area and shall implement a security plan based on this analysis. Any security plan shall be submitted to the City of Milpitas Police Department for review and approval. As set forth in Section XI-10-11.07(E), Administration, of this Specific Plan, any review and approval of a security plan shall be a non-discretionary, final action that cannot be appealed. The intent of the review is to ensure compliance with the police protection requirements of the Milpitas Commercial Specific Plan.

The following security measures shall be incorporated into any development in the Specific Plan area and may be part of the developer's security plan:

i. A closed-circuit camera surveillance system for inside and outside of any retail building. These cameras should monitor the store entrance, cash registers and safe;

ii. A parking lot patrol that assists customers, ensures safety, and takes action to identify and prevent any suspicious activity (such as loitering and vandalism) both during the day and nighttime hours, and a plainclothes patrol inside the retail building to ensure safety and security;

iii. Practices and procedures to prohibit consumption of alcohol in the parking lot by having employees regularly patrol the parking lot areas while collecting shopping carts and report any inappropriate activity to the appropriate management staff;

iv. A burglar, robbery and/or panic alarm;

v. Clearly marked and lighted parking areas to allow for safe circulation; and,

vi. On-site security twenty-four (24) hours a day during construction to prevent theft or vandalism of construction materials.

3. Business Licenses. Prior to the issuance of a grading permit, demolition or ground or vegetation disturbance; whichever occurs first, the developer will comply with City of Milpitas provisions for obtaining business licenses for the construction contractor and subcontractors.

Prior to the issuance of a Final Certificate of Occupancy, the developer shall comply with City of Milpitas provisions for obtaining business licenses (including amendments to existing licenses) for the building occupant.

D. Infrastructure, Grading and Construction. Any and all approvals, decisions, reviews or actions required under this section and required for development within the Milpitas Commercial Specific Plan area shall be ministerial, final and not subject to appeal, and shall be processed pursuant to Section XI-10-11.07(E), Administration, of this Specific Plan.

1. Infrastructure.

a. General Provisions. Any development in the Specific Plan area shall comply with the following:

i. All existing on-site public utilities shall be protected in place and if necessary relocated as approved by the City Engineer. No permanent structure shall be permitted within City easements and no trees or deep-rooted shrubs are permitted within City utility easements, where the easement is located within landscape areas.

ii. Submittal of the Sewer Needs Questionnaire and/or Industrial Waste Questionnaire is required with any building permit application. Payment of the storm water connection fee and treatment plant fee shall be paid prior to building permit issuance.

iii. Developer must pay all applicable development fees, including but not limited to, plan check and inspection deposit, and two and one-half percent (2.5%) building permit automation fee. These fees are collected as part of the secured public improvement agreement. The agreement shall be secured for an amount of one hundred percent (100%) of the engineer's estimate of the construction cost for faithful performance and one hundred percent (100%) of the engineer's estimate of the construction cost for labor & materials. All fees shall be paid prior to building permit issuance.

iv. Before building permit issuance, developer shall obtain design approval from the City Engineer pursuant to Section XI-10-11.07(F), Environmental Performance Standards, of this Specific Plan, for all necessary public improvements along Ranch Drive, including, but not limited to, the installation of new pedestrian crosswalk and ped-flashing warning signals, new mid-block ramp, signage and striping, and installation of new median. Developer shall bond for such improvements and execute a secured public improvement agreement. The agreement shall be secured for an amount of one hundred percent (100%) of the engineer's estimate of the construction cost for faithful performance and one hundred percent (100%) of the engineer's estimate of the construction cost for labor and materials. All public improvements shall be constructed to the City Engineer's satisfaction and accepted by the City prior to building occupancy permit issuance.

v. At the time of building permit application, developer shall pay any project job account balance due to the City for recovery of review fees. Review of any permit submittals will not be initiated until balance is paid in full.

b. Water Facilities. The Specific Plan area will receive water service from the City of Milpitas. The City of Milpitas's Urban Water Management Plan indicates that under normal water years, water supplies are sufficient to serve demands within the City through 2030. Under multiple dry year scenarios, demand is expected to surpass supply as soon as 2010. Because the Specific Plan area has an existing building, that building's water demand is accounted for in the City's water demand projections. Development within the allowable Floor Area Ratio for the Specific Plan area would not create increased potable water demand that would adversely impact the water system. Development may be suspended, however, prior to building permit issuance if necessary to stay within available water supplies and will remain suspended until water is available. The City shall provide Developer with written evidence that available water supplies do not exist prior to suspending any development within the Specific Plan area. The Specific

Plan area is estimated to generate ten thousand nine hundred (10,900) gallons per day of water demand. Implementation of the Specific Plan will not require new or expanded water facilities.

Development in the Specific Plan area must install the following indoor water conservation measures prior to issuance of the final certificate of occupancy to reduce overall demand for potable water: low-flow or ultra-low-flow toilets and urinals; and sensor-activated faucets in restrooms.

c. Wastewater Facilities. The Specific Plan area would convey wastewater via municipal sewage infrastructure maintained by the City of Milpitas to the San Jose/Santa Clara Water Pollution Control Plant. A wastewater trunk line is located in North McCarthy Boulevard from SR-237 to the Milpitas Pump Station located at Dixon Landing Road. The trunk line ranges in diameter from thirty-six (36) to forty-eight (48) inches. Development within the allowable Floor Area Ratio for the Specific Plan area would not create increased effluent generation that would adversely impact the sewer system or treatment plan capacity. Development may be suspended, however, prior to building permit issuance if necessary to stay within the safe allocated capacity at the San Jose/Santa Clara Water Pollution Control Plant and will remain suspended until sewage capacity is available. The City shall provide Developer with written evidence that available sewage capacity does not exist prior to suspending any development within the Specific Plan area. The Specific Plan area is estimated to generate six thousand three hundred ninety (6,390) gallons per day of effluent. Implementation of the Specific Plan will not require new or expanded wastewater treatment facilities.

Development in the Specific Plan area will be required to pay a Treatment Plant Fee, a standard requirement for new development projects.

d. Storm Drains. Implementation of the Specific Plan will not require new or expanded offsite storm drainage facilities. However, at the time of building permit plan check, the developer shall submit a grading plan and a Drainage Study prepared by a registered Civil Engineer that recommends adequate drainage facilities to properly accept and convey drainage flows from the Specific Plan area. The study shall be reviewed and approved by the City Engineer, pursuant to Section XI-10-11.07(E), Administration, of this Specific Plan. Developer shall incorporate the conclusions and recommendations of the approved Drainage Study prior to building permit issuance.

e. Solid Waste Disposal. Republic Services provides solid waste and recycling services to the City of Milpitas, including the Specific Plan area. During construction, it is estimated that the Specific Plan area would generate approximately five thousand seven hundred thirty-seven (5,737) tons of solid waste. During operation, it is estimated that the Specific Plan area would generate approximately 361.7 tons of solid waste annually. Before starting construction in the Specific Plan area, developer shall retain a qualified contractor to perform construction and demolition debris recycling. Developer must document, to the satisfaction of the City of Milpitas, that construction and demolition debris was recycled. Before building permit issuance, developer shall show on-site facilities necessary to collect and store recyclable materials. The facilities shall include receptacles in public spaces that are of high-quality design and identify accepted materials. Business owners in the Specific Plan area must comply with best management practices for the handling of solid and food wastes, as permitted by and in compliance with local and state solid waste disposal regulations.

f. Natural Gas. PG&E will provide natural gas service to the Specific Plan area and has available natural gas supplies and appropriate transmission capacity to serve the Specific Plan area. The Specific Plan area's estimated annual natural gas consumption is 8.79 million cubic feet.

g. Police Protection. The Milpitas Police Department will provide police protection to the Specific Plan area. No new or expanded police protection facilities are necessary to serve the Specific Plan area.

h. Fire. The Milpitas Fire Department will provide fire protection and emergency medical services to the Specific Plan area. No new or expanded fire protection facilities are necessary to serve the Specific Plan area.

i. Electricity and Telephone. The Specific Plan area is located within PG&E's service territory. PG&E would provide electrical services to the Specific Plan area. PG&E has available electricity supplies and appropriate transmission capacity to serve the Specific Plan area. The Specific Plan area's estimated annual electricity consumption is 2.37 million kilowatt hours.

Telephone service to the Specific Plan area will be provided by AT&T.

j. Schools. Prior to the issuance of building permits, the developer shall pay school impact fees. Impact fees are currently forty-seven cents (\$0.47) per square foot.

2. Project Access. Access to the Specific Plan area allows for safe and efficient travel to and from the area. Administrative provisions and signage of the Specific Plan will facilitate direction and access throughout the area. Public transportation exists in the Specific Plan area and a direct pedestrian connection links the existing retail building with the Ranch Drive sidewalk, allowing for safe and convenient access between the existing retail building and the bus stop. A designated pedestrian connection between the existing retail building and the balance of the McCarthy Ranch Marketplace to the south and Ranch Drive to the north exists and will be maintained with any development of the Specific Plan area.

Vehicular access to the Specific Plan area will be provided by two (2) driveways onto Ranch Drive and a McCarthy Ranch Marketplace driveway entrance located to the southeast of the existing retail building. The driveways on Ranch Drive are stop-controlled and provide single-lane ingress and egress. Truck deliveries would enter via the northern driveway along Ranch Drive and immediately turn right and travel westbound towards the loading dock. Trucks exiting the site would retrace their path to the northern Ranch Drive driveway.

Prior to the issuance of a Certificate of Occupancy, Developer shall obtain the necessary approvals for the installation of VTA bus stop improvements consisting of retention of the bus stop in its existing location, and installation of a seven-foot by twenty-foot Portland cement concrete shelter pad behind the sidewalk/passenger waiting pad with retaining wall. Bicycle storage facilities shall also be installed prior to the issuance of the final certificate of occupancy. These facilities shall consist of at least one (1) rack located in a visible and convenient location (i.e., near the entrance to the building) and that provides storage equivalent to two (2) percent of the minimum parking requirement in the Specific Plan area.

Developer also shall work with and negotiate in good faith with the adjacent property owner to obtain permission for the design and construction of striped pedestrian crossing and associated median and/or ramp modifications at the shared driveway for McCarthy Ranch Marketplace and Specific Plan area entrances.

3. Grading. Given the relatively level topography within the Specific Plan area, development will result in modest changes to topography and ground surface features. During grading and construction, however, developer shall adhere to all applicable recommendations for abating expansive soil conditions contained in the Geotechnical Engineering Investigation or comparable geotechnical study. Prior to the issuance of grading permits, developer shall prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) to the City of Milpitas that identifies specific actions and Best Management Practices (BMPs) to prevent stormwater pollution during construction activities.

4. Construction. During all construction activities within the Milpitas Commercial Specific Plan area, the following measures shall be implemented:

a. Water all active construction areas and exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) at least two (2) times per day;

b. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two (2) feet of freeboard;

- c. Pave, apply water three (3) times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites;
- d. Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at construction sites;
- e. Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets;
- f. All vehicle speeds on unpaved roads shall be limited to fifteen (15) miles per hour;
- g. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used;
- h. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). Clear signage shall be provided for construction workers at all access points;
- i. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation; and,
- j. A publicly visible sign shall be posted with the telephone number and person to contact at the City of Milpitas regarding dust complaints. This person shall respond and take corrective action within forty-eight (48) hours. The phone number of the Bay Area Air Quality Management District shall also be visible to ensure compliance with applicable regulations.

5. Fiscal Implementation. Implementation of the Specific Plan including, without limitation, construction of all infrastructure and private facilities contemplated in the Specific Plan, will be financed as follows:

- a. All infrastructure necessary to implement the Specific Plan will be privately funded (by way of debt and/or equity financing), except to the extent that the cost of components of the infrastructure is a) funded by development impact fees, fair share contributions and other payments to public agencies and/or b) reimbursed from any public source.
- b. All private improvements necessary to implement the Specific Plan will be privately financed (by way of debt and/or equity financing).

E. Administration.

1. Permit Processing. Development within the Specific Plan area that is consistent with the provisions of the Milpitas Commercial Specific Plan and the conceptual site plan, elevations, colors and materials, and landscaping as depicted in Figures XI-10-11-07-6 through -9, and the conditions and requirements set forth in Figure 10, shall be processed under building permit and/or construction plan review and no additional approvals or permits shall be required. Any review or action by City agencies, entities or individuals (i.e., the Milpitas Police Department; the City Engineer; the City Building Department; Planning Director) on such development submittals shall be considered part of building permit and/or construction plan review. The action shall be limited to a determination of compliance with the provisions of the Milpitas Commercial Specific Plan and all applicable building codes and other requirements of the City, County, State and/or other responsible agencies. Building permit and/or construction plan review shall be non-discretionary, final actions that cannot be appealed.

Development that is not consistent with the development standards set forth in the Milpitas Commercial Specific Plan, shall either require a Substantial Conformance Determination, as discussed below, or require approval under the provisions and requirements of the Milpitas Zoning Code for development in the C2 Zone.

Any building permit issuance in the Specific Plan area will be conditioned on the availability of water and sewage capacity as set forth in Sections XI-10-11.07(D)(1)(b) and XI-10-11.07(D)(1)(c). Conformance with the provisions of this Specific Plan do not provide a vested right to the issuance of a Building Permit as water and sewage capacity availability is a material (demand/supply) condition to development on the Specific Plan area.

2. Existing Uses. Operation and maintenance of existing uses or structures in the Specific Plan area are not subject to the provisions of the Milpitas Commercial Specific Plan provided a building permit has been obtained and is still valid at the time of the effective date of the provisions codified in this title. Any expansion or development of existing uses or structures, however, would require compliance with the provisions of the Milpitas Commercial Specific Plan.

3. Substantial Conformance Determination.

a. Purpose. A Substantial Conformance Determination is a mechanism to allow the approval of minor modifications for development under the Specific Plan. A Substantial Conformance Determination may include, but is not limited to, minor modifications to the conceptual plans (Figures XI-10-11.07-6 through-9); inclusion of land uses not listed in Section XI-10-11.07(C)(1) of the Specific Plan; modifications that might be necessary to comply with applicable infrastructure, public services and facilities requirements, and landscape palette; and other issues. A Substantial Conformance Determination does not apply to significant modifications in the basic design of the Specific Plan area; changes to the height or bulk of the approved uses; or increases in the density or intensity of the approved uses unless specifically permitted by the provisions of this Specific Plan.

The purpose of a Substantial Conformance Determination is to ensure orderly development, quality aesthetic design, and safe and harmonious placement of uses within the Specific Plan area. A Substantial Conformance Determination (unless specifically noted otherwise) shall be made by the Planning Director or designee administratively, without the need for a public hearing. In making a Substantial Conformance Determination, the Planning Director or designee shall first make all of the required findings set forth in this section.

b. Guidelines For A Substantial Conformance Determination. The following guidelines explain the requirements for making a Substantial Conformance Determination, and the limits placed on the degree of variance from the provisions of the Specific Plan that can occur as part of a Substantial Conformance Determination.

i. Permitted Land Uses. Land uses not listed as permitted in Section XI-10-11.07(C)(1) of this Specific Plan may be permitted, with a Substantial Conformance Determination, provided that:

(1) The proposed use is compatible with the uses permitted described in Section XI-10-11.07(C)(1) of this Specific Plan; and

(2) The proposed use is similar to and will not cause environmental impacts substantially greater than the other permitted uses set forth within Section XI-10-11.07(C)(1) of this Specific Plan.

ii. Infrastructure. Any modifications to the alignment of access roads; parking lot configurations, or adjustments to individual infrastructure facilities plans such as drainage, sewer, water, and utilities shall be subject to a Substantial Conformance Determination by the Planning Director or designee. Prior to making a Substantial Conformance Determination, the Planning Director or designee shall make the finding that the proposed modification will not result in any environmental impacts substantially greater than those which would occur without any modification.

iii. Environmental Performance Standards. The Planning Director or designee may approve minor variations from the environmental performance standards set forth in Section XI-10-11.07(F), Environmental Performance Standards, of this Specific Plan, with a Substantial Conformance Determination. In making such a determination, the Planning Director or designee shall first find that the

proposed variation provides substantially equivalent environmental protection as the originally approved standard.

iv. Conceptual Plan and Other Specific Plan Provisions. Provisions of the Specific Plan including, but not limited to, architectural details; landscape palette; building size, height, bulk, and orientation; parking lot layout; and other plan details may be modified with a Substantial Conformance Determination. In making such a determination, the Planning Director or designee shall be required to find that the revisions requested as part of a Substantial Conformance Determination are consistent with the provisions of the Milpitas General Plan, and will not create impacts substantially greater than those that would have resulted from the original approval of the Specific Plan.

A maximum ten (10) percent modification to permitted lot coverage, setbacks, floor area (other than the maximum allowable with the Specific Plan area), parking and fence and wall heights may be permitted subject to a Substantial Conformance Determination by the Planning Director or designee. In making such a determination, the Planning Director or designee shall be required to find that the revisions requested as part of a Substantial Conformance Determination are consistent with the provisions of the Milpitas General Plan, and will not create impacts substantially greater than those that would have resulted from the original approval of the Specific Plan.

The required parking spaces may be reduced by the Planning Director or designee subject to a Substantial Conformance Determination after preparation of a parking study demonstrating the proposed reduction in parking spaces is justified based on the mix of uses within the Specific Plan area and the use of shared parking between those uses.

A comprehensive sign program shall be submitted to the Planning Director for finding that it complies with the signage requirements of the Milpitas Commercial Specific Plan. Such finding shall be made as a part of building permit and/or construction plan review. Any subsequent sign permit applications that substantially comply with the comprehensive sign program shall be processed as a ministerial building permit and/or construction plan review. Any comprehensive sign program that does not comply with the signage requirements of the Milpitas Commercial Specific Plan shall require a Substantial Conformance Determination.

4. Substantial Conformance Determination Procedure.

a. Application. Applications for a Substantial Conformance Determination shall be made on forms provided by the Planning Director or designee and shall be accompanied by a filing fee, equivalent to the fee for a Site Development Permit application. Applications shall be made by the owner of the property for which the approval is sought, or an authorized agent.

b. Hearing. No public hearing shall be required for a Substantial Conformance Determination.

c. Action by Reviewing Authority. The reviewing authority for a Substantial Conformance Determination shall be the Planning Director or designee. The reviewing authority shall take action by providing written notice to the applicant or developer approving, conditionally approving, or denying a Substantial Conformance Determination. The action of the Planning Director or designee shall be final with no appeal.

d. Findings. The Planning Director or designee must make a Substantial Conformance Determination if all of the following findings, in addition to those identified above, can be made:

i. The physical characteristics of the site have been adequately assessed, and proposed building sites are of adequate size and shape to accommodate proposed uses and all other features of development.

ii. There is supporting infrastructure, existing or available, consistent with the requirements of the Milpitas Commercial Specific Plan, to accommodate the development without significantly lowering service levels.

iii. The development resulting from the determination of substantial conformance will not have a substantial adverse effect on surrounding property or the permitted use thereof, and will be compatible with the existing and planned land uses, as well as the character of the surrounding area.

iv. The proposed improvements related to the development resulting from a Substantial Conformance Determination adequately address all natural and man-made hazards associated with the proposed development and the project site.

5. Periodic Review. After receiving a certificate of occupancy, development in the Milpitas Commercial Specific Plan Area is subject to a six-, twelve- and eighteen-month review by the Planning Commission. The review shall be a public hearing to review conformance of the development with the requirements of the Milpitas Commercial Specific Plan.

6. Specific Plan Amendments.

a. Purpose. Specific Plan amendments are governed by Government Code Section 65453 and the Milpitas Municipal Code Section XI-10-57.02.

b. Process.

i. The Specific Plan may be amended or repealed only by a majority of the voters voting in an election thereon.

ii. Notwithstanding subsection (a), upon application of the fee title holder of the Milpitas Commercial Specific Plan area, the City Council may amend the Specific Plan to further the purposes of this Specific Plan, but in no case can such amendment reduce or eliminate the parties' obligation to fund, construct, or cause to be funded or constructed, the public benefits or Environmental Performance Standards required.

F. Environmental Performance Standards. The Specific Plan includes environmental performance standards to ensure that development proceeds with appropriate environmental sensitivity. Environmental studies related to aesthetics, light and glare, health risks, air quality, biological resources, geology, soils and seismicity, hazards and hazardous materials, hydrology and water quality, noise, public services and utilities, transportation and urban decay were conducted for an expansion of the existing retail facility in the Specific Plan area. Environmental performance standards were developed from these environmental studies along with information from the City of Milpitas General Plan.

All environmental performance standards shall be implemented in accordance with the Specific Plan's environmental performance standards and implementation process as outlined in Table XI-10-11.07-6, Milpitas Commercial Specific Plan Environmental Performance Standards. The developer of the Specific Plan area shall bear all costs of implementing the environmental performance standards.

Table XI-10-11.07-6 - Milpitas Commercial Specific Plan Environmental Performance Standards

Environmental Performance Standards	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
1. Aesthetics, Light, and Glare					
AES-1a: Prior to issuance of building permits, the developer shall prepare and submit a sign program to the	Approval of plans	Prior to issuance of	City of Milpitas Planning Department		

City of Milpitas for review and approval. The sign program shall demonstrate compliance with the applicable requirements with Milpitas Municipal Code Title XI, Chapter 30. The approved sign program shall be implemented into the proposed project.		building permits			
AES-1b: Prior to issuance of grading or building permits, whichever comes first, the developer shall obtain a tree removal permit from the City of Milpitas for any trees slated for removal with a trunk circumference of 37 inches or more measured at 4.5 feet above ground level. Replacement of such trees shall be performed in accordance with the requirements of the Tree Maintenance and Protection Ordinance. Removed trees that are not covered by the Tree Maintenance and Protection Ordinance (i.e., less than 37 inches in circumference at 4.5 feet above ground level) shall be replaced onsite with a similar tree species at no less than a 1:1 ratio. All replacement trees shall be planted prior to the issuance of the final certificate of occupancy.	Issuance of permit; Site inspection	Prior to issuance of grading or building permits (whichever comes first); Prior to issuance of the final certificate of occupancy	City of Milpitas Planning Department and Public Works Department		
AES-1c: Prior to issuance of the final certificate of occupancy, the developer shall do one of the following: 1) permanently remove all shipping containers from the project site; or 2) obtain a minor Site Development Permit Approval and install screening measures in accordance with Zoning	Site inspection	Prior to issuance of the final certificate of occupancy	City of Milpitas Planning Department		

Ordinance requirements. If the second option is pursued, outdoor storage of containers shall occur in a completely enclosed building or behind a visually obscure solid wall or tight board fence a minimum 6 feet in height and outside any front or street side yard setback area.					
AES-2: Prior issuance building permits, the developer shall ensure that all exterior lighting fixtures associated with the existing retail building (building-mounted and freestanding) are shielded, recessed, or directed downward to prevent unwanted illumination of neighboring properties.	Approval of plans	Prior issuance building permits	City of Milpitas Planning Department		
2. Air Quality					
AIR-3: The following measures shall be implemented during all construction activities:	Site inspection	During construction activities	City of Milpitas Office of Building Safety and Housing Department		
• Water all active construction areas and exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) at least two times per day.					
• Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least 2 feet of freeboard.					
• Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites.					

• Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at construction sites.					
• Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets.					
• All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.					
• All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.					
• Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). Clear signage shall be provided for construction workers at all access points.					
• All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.					
• Post a publicly visible sign with the telephone number and person to contact at the City of Milpitas regarding dust complaints. This person shall					

respond and take corrective action within 48 hours. The phone number of the Bay Area Air Quality Management District shall also be visible to ensure compliance with applicable regulations.					
AIR-7a: The developer shall use paving materials with increased solar reflectivity in areas where pavement is replaced. Such materials shall use light-colored aggregate or other appropriate methods to achieve high solar reflectivity. The developer shall provide construction details and specifications that shall be submitted with construction drawings and installed with improvements.	Approval of plans and site inspection	Prior to issuance of Building Permit	City of Milpitas Planning Department		
AIR-7b: Prior to issuance of the final certificate of occupancy, the developer shall post signs in the loading docks advising truck drivers to turn off engines when not in use and advising truck drivers of state law prohibiting diesel idling of more than 5 minutes.	Site inspection	Prior to issuance of the final certificate of occupancy	City of Milpitas Planning Department		
AIR-7c: Prior to issuance of the final certificate of occupancy, the developer shall do the following:	Approval of plans; Site inspection; ongoing	Prior to issuance of the building permit; ongoing.	City of Milpitas Planning Department and Office of Building Safety and Housing Department		
• Prior to building permit issuance, a secondary closed loop system shall be evaluated and implemented, if found to be technically and economically feasible. Details and specifications shall be					

included with the construction drawings.					
The developer shall maintain the refrigeration system at least once per year to ensure that refrigerant leaks remain minimal. The maintenance records shall be kept onsite for review by the City of Milpitas.					
During installation of the new refrigerators and freezers, effort shall be made to reuse the existing refrigerants in the new system, unless the old refrigerant is not the same type as is proposed in the new system or more leakage would occur if the refrigerants are reused.					
AIR-7d: Prior to issuance of the final certificate of occupancy, the developer shall provide the following Transportation Demand Management measures:	Site inspection	Prior to issuance of the final certificate of occupancy	City of Milpitas Planning Department		
Public transit information in the employee breakroom. Store management shall post information such as Santa Clara Valley Transportation Authority bus and light rail schedules, maps, and fares.					
Ride sharing information in the employee breakroom. Store management shall facilitate ride sharing by providing sign-up sheets or other measures to allow interested employees to identify carpooling opportunities.					
Bicycling information. Store management shall post information such as bicycle route maps and information					

about taking bikes on public transportation.					
AIR-7e: To reduce construction related greenhouse gas impacts, the following measures are required:	Submittal of documentation	During construction activities	City of Milpitas Planning Department		
At least 15 percent of the construction vehicles/equipment shall be fueled by an alternative source such as biodiesel and/or electric.					
At least 10 percent of all building materials shall be local (within 100 miles); and					
At least 50 percent of construction and demolition materials shall be recycled. This latter provision shall be coordinated with Mitigation Measure PSU-6a.					
3. Biological Resources					
BIO-1: If vegetation removal associated with development of the property is to occur during the nesting bird season (February 15 through August 31), a qualified biologist shall conduct a pre-construction survey for nesting birds to identify any potential nesting activity. The pre-construction surveys for nesting birds shall be conducted within 14 days prior to any construction-related activities (grading, ground clearing, etc.). If nesting birds are identified on the site, a 100-foot buffer shall be maintained around the nests; no construction-related activities shall be permitted within the 100-foot buffer. A qualified biologist shall monitor the nests, and	Submittal of documentation; Site inspection	Within 14 days prior to any construction-related activities during the nesting bird season (February 15 through August 31)	City of Milpitas Planning Department		

construction activities may commence within the buffer area at the discretion and presence of the biological monitor. The pre-construction survey for nesting birds shall not be required if construction activities occur outside of the nesting bird season (September 1 through February 14).					
4. Geology, Soils, and Seismicity					
GEO-1a: Prior to issuance of building permits, the developer shall submit a seismic hazards technical study prepared by a qualified geotechnical engineer to the City of Milpitas for review and approval. The report shall be prepared in accordance with the requirements of the Seismic Hazards Mapping Act and shall identify necessary design measures to reduce potential seismic ground shaking impacts to acceptable levels. The developer shall incorporate the approved design measures into the project plans.	Approval of plans	Prior to issuance of building permits	City of Milpitas Office of Building Safety and Housing Department		
GEO-1b: Prior to issuance of building permits, the developer shall submit a design-level geotechnical investigation to the City of Milpitas for review and approval. The design-level investigation shall address the potential for ground failure to occur onsite and identify abatement measures to reduce the potential for such an event to acceptable levels. The abatement measures shall be incorporated into the project design.	Approval of plans	Prior to issuance of building permits	City of Milpitas Office of Building Safety and Housing Department		

GEO-1c: Prior to issuance of building permits, the developer shall submit plans to the City of Milpitas for review and approval that demonstrate that the proposed project is designed in accordance with all state and local seismic safety requirements. Such requirements shall include the California Building Standards Code and Milpitas Municipal Code, Title II. The approved plans shall be incorporated into the project design.	Approval of plans	Prior to issuance of building permits	City of Milpitas Office of Building Safety Building Safety and Housing Department		
GEO-4: During grading and construction, the developer shall adhere to all applicable recommendations for abating expansive soil conditions contained in the Geotechnical Engineering Investigation or comparable geotechnical study. This includes the excavation of expansive soils and the subsequent replacement of such soils with non-expansive engineered fill.	Site inspection	During grading and construction	City of Milpitas Office of Building Safety Building Safety and Housing Department		
5. Hydrology and Water Quality					
HYD-1: Prior to the issuance of grading permits for the proposed project, the developer shall prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) to the City of Milpitas that identifies specific actions and Best Management Practices (BMPs) to prevent stormwater pollution during construction activities. The SWPPP shall identify a practical sequence for BMP implementation and maintenance, site restoration, contingency measures, responsible parties, and agency contacts. The SWPPP shall include, but not be	Approval of plan	Prior to the issuance of grading permits	City of Milpitas Planning Department and Engineering Department Public Works Department		

limited to, the following elements:					
• Temporary erosion control measures shall be employed for disturbed areas.					
• No disturbed surfaces shall be left without erosion control measures in place during the winter and spring months.					
• Sediment shall be retained onsite by a system of sediment basins, traps, or other appropriate measures.					
• The construction contractor shall prepare Standard Operating Procedures for the handling of hazardous materials on the construction site to eliminate or reduce discharge of materials to storm drains.					
• BMP performance and effectiveness shall be determined either by visual means where applicable (e.g., observation of above-normal sediment release), or by actual water sampling in cases where verification of contaminant reduction or elimination (such as inadvertent petroleum release) is required by the RWQCB to determine adequacy of the measure.					
• In the event of significant construction delays or delays in final landscape installation, native grasses or other appropriate vegetative cover shall be established on the construction site as soon as possible after disturbance, as an interim erosion control measure throughout the wet season.					

HYD-2: Prior to the issuance of building permits for the proposed project, the developer shall submit a stormwater management plan to the City of Milpitas for review and approval. The stormwater management plan shall comply with the requirements of Milpitas Municipal Code Title XI, Chapter 16 and identify pollution prevention measures and practices to prevent polluted runoff from leaving the project site. Examples of stormwater pollution prevention measures and practices to be contained in the plan include, but are not limited to:	Approval of plan	Prior to the issuance of building permits	City of Milpitas Planning Department and Engineering Department Public Works Department		
• Strategically placed bioswales and landscaped areas that promote percolation of runoff					
• Pervious pavement					
• Roof drains that discharge to landscaped areas					
• Trash enclosures with screen walls					
• Stenciling on storm drains					
• Curb cuts in parking areas to allow runoff to enter landscaped areas					
• Rock-lined areas along landscaped areas in parking lots					
• Catch basins					
• Oil/water separators					
• Regular sweeping of parking areas and cleaning of storm drainage facilities					

• Employee training to inform store personnel of stormwater pollution prevention measures					
The developer shall also prepare and submit an Operations and Maintenance Agreement to the City identifying procedures to ensure that stormwater quality control measures work properly during operations.					
6. Public Services and Utilities					
PSU-3: Prior to building permit issuance, the developer shall include details and specification in the construction drawings and install the following indoor water conservation measures:	Approval of plans	Prior to issuance of the final certificate of occupancy	City of Milpitas Planning Department, Office of Building Safety Building Safety and Housing Department and Engineering Department Public Works Department		
• Low-flow or ultra-low-flow toilets and urinals					
• Sensor-activated faucets in restrooms					
PSU-6a: Prior to the commencement of construction activities, the developer shall retain a qualified contractor to perform construction and demolition debris recycling. The developer shall provide documentation to the satisfaction of the City of Milpitas demonstrating that construction and demolition debris was recycled.	Submittal of documentation	Prior to issuance of building permits	City of Milpitas Planning Department		
PSU-6b: Prior to building permit issuance, the developer shall show onsite facilities necessary to collect and store	Approval of plans; Site inspection	Prior to issuance of building permits	City of Milpitas Planning Department		

recyclable materials. The facilities shall include receptacles in public spaces that are of high-quality design and identify accepted materials.					
7. Transportation					
TRANS-1a: Prior to the issuance of building permits, the developer shall provide fair-share fees to the City of Milpitas for improvements to the Dixon Landing Road/N. Milpitas Boulevard intersection and the widening of Dixon Landing Road in the amount of \$31,960 (\$3,000 for the intersection improvement and \$28,960 for the roadway widening). The fees will go towards the following intersection improvements: 1) modifying the signal operation to include a southbound right-turn overlap and subsequent signal timing optimization or 2) adding a northbound left turn lane, a southbound right-turn lane, and eastbound left-turn and right-turn lanes. The widening shall consist of adding an additional lane in each direction between I-880 and N. Milpitas Boulevard. Both improvements are identified in the Valley Transportation Plan 2035.	Receipt of fees	Prior to the issuance of building permits	City of Milpitas Planning Department		
TRANS-1b: Prior to the issuance of final certificate of occupancy, the developer shall provide the City of Milpitas the full cost of signal timing modifications at the N. McCarthy Boulevard/Ranch Drive (south) intersection in the estimated amount of \$2,500 dollars. The modifications shall consist of	Receipt of fees	Prior to the issuance of final certificate of occupancy	City of Milpitas Planning Department		

re-timing the signal to increase the current cycle length. This mitigation measure shall not apply if the signal timing is modified prior to the developer seeking the final certificate of occupancy.					
TRANS-3: Prior to issuance of building permits, the developer shall provide a traffic management fee in the amount of \$180,000 to the City of Milpitas. The fees shall be used for circulation and traffic operation improvements within the City of Milpitas, including signal coordination and intersection improvements. Specific improvements that shall be fully funded by funds collected shall include:	Receipt of fees	Prior to issuance of building permits	City of Milpitas Planning Department		
• McCarthy Boulevard/Technology Drive: The eastbound approach shall be re-striped to provide two left-turn lanes and one shared through/right lane.					
• McCarthy Boulevard/SR-237 Westbound Ramps: An additional westbound right-turn lane shall be constructed to provide two left-turn lanes, two through lanes, and two right-turn lanes for the westbound approach.					
• Ranch Drive: The roadway shall be restriped to extend the existing two-way left-turn lane from the northern driveway of the existing retail building to the end of the existing westbound left-turn lane at the McCarthy Boulevard/Ranch Drive (North) intersection.					

TRANS-5: Prior to issuance of building permits, the developer shall prepare and submit a site plan to the City of Milpitas that demonstrates that off-street parking is provided onsite complies with the Milpitas Municipal Code Parking Regulations and Development Standards. The approved site plan shall be incorporated into the proposed project.	Approval of plan (Note: Project plans submitted comply with the City's off-street parking requirements)	Prior to issuance of building permits	City of Milpitas Planning Department		
TRANS-8: Prior to building permit issuance, the developer shall provide details and specifications for bicycle storage facilities on the construction drawings and install prior to occupancy. Bicycle storage facilities shall consist of at least one rack located in a visible and convenient location (e.g., near the store entrance) and that provides storage equivalent to 2 percent of the proposed project's minimum parking requirement.	Approval of plans; Site inspection	Prior to issuance of the final certificate of occupancy	City of Milpitas Planning Department		
TRANS-9: Prior to commencement of construction activities, the developer shall submit a Construction Traffic Control Plan to the City of Milpitas for review and approval. The plan shall identify the timing and routing of all major construction equipment and materials deliveries to avoid potential traffic congestion and delays on the local street network and the McCarthy Ranch Marketplace, and to encourage the use of I-880 and SR-237. If necessary, construction equipment and materials deliveries shall be limited to off-peak hours (e.g.,	Approval of plan	Prior to commencement of construction activities	City of Milpitas Planning Department		

mornings or evenings) to avoid conflicts with local traffic circulation. The plan shall also identify suitable locations for construction worker parking.					
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XI-10-13.07 Manufactured Homes

- A. Purpose and Intent. This Section provides standards and procedures for individual manufactured homes on individual lots in residential zones. These standards are provided to ensure the compatibility of manufactured homes with other surrounding permitted uses, create a safe and desirable living environment for manufactured home residences, and address land use compatibility.
- B. Applicability and Review Requirements. A single manufactured home may be permitted on lots zoned for single-family dwellings where it has been determined the lot and structure are compatible:
 1. In districts where site plan and architectural review is not generally required for single-family dwellings, the site plan and architectural review process shall be utilized to initially determine if a lot and structure is compatible for a manufactured home. Compatibility of a lot and structure shall be determined by such factors as height, bulk and character of other structures in the neighborhood. If a lot and structure is determined to be compatible, site plan and architectural review is limited only to specifying roof overhang, roofing material and siding material based on the following standards.
- C. Development Standards. The following development standards shall be applicable to the establishment of manufactured homes as single-family dwellings in the R1 District:
 1. Manufactured homes and any garages, carports, and other structures attached thereto, must conform to all regulations for single-family dwellings applicable to the zone.
 2. Manufactured homes must be certified under the National Manufactured Housing Construction and Safety Standards Act of 1974.
 3. Manufactured homes must be attached to a permanent engineered perimeter foundation system approved by the ~~Chief Building Official~~[Building Official](#) and pursuant to Section 18551 of the State Health and Safety Code.
 4. Manufactured homes must be covered with stucco and/or wood siding or an exterior material commonly found on new conventionally erected single-family dwellings in the surrounding area.
 5. The roofing material must be wood or composition shingles or other materials commonly found on conventionally erected single-family dwellings in the surrounding area. The roof must have a minimum pitch with respect to roofing material in accordance with the City of Milpitas Building Code.
 6. The roof must have eave and gable overhangs of not less than eighteen (18) inches measured horizontally from the vertical side of the mobile home. The overhang must be constructed with materials commonly found on conventionally erected single-family dwellings in the surrounding area and must be at the same slope and be covered with the same roofing material as the roof itself.
 7. The exterior covering and roofing materials of the garage, carport, or any other structure attached to the manufactured home must be the same as for the manufactured home.

8. As used in this Section, "commonly found" means an architectural feature or construction material that occurs or appears frequently on conventionally erected single-family dwellings within five hundred (500) feet of the boundaries of the lot or parcel on which a manufactured home is proposed.

XI-10-13.14 Emergency Shelters.

- A. Purpose and Intent. The purpose of this Section is to comply with California Government Code Section 65583(a)(4), as may be amended, which requires that emergency shelters be permitted by-right in at least one zone with sufficient capacity to accommodate the local need for emergency shelter.
- B. Applicability. Standards for Emergency Shelters contained in this Section shall apply to all Emergency Shelters where permitted by this Chapter.
- C. Minimum Standards.
 1. A management plan shall be submitted to the City Planning Division for review and approval prior to issuance of an occupancy permit. Management plans shall be resubmitted to City Planning Division on an annual basis for review and approval.
 2. The number of beds for each Emergency Shelter shall be limited to thirty (30).
 3. Parking requirements shall be either one space per three hundred (300) square feet of habitable floor area, or sufficient to serve the parking demand determined in a study prepared by the applicant and approved by the Planning Division.
 4. The size of outdoor waiting areas on private property shall be sufficient to accommodate the expected number of clients without infringing upon the public right-of-way.
 5. Onsite management shall be provided during the hours that the emergency shelter is in operation.
 6. An emergency shelter shall not be located within 300 feet of other emergency shelters.
 7. The length of stay for each individual at any emergency shelter shall not exceed 90 days, unless the management plan approved by City provides for longer residency by those enrolled and regularly participating in a training or rehabilitation program.
 8. Exterior lighting of the property shall be designed to provide a minimum maintained horizontal illumination of at least one foot candle of light on parking surfaces and walkways that serve the facility. Illumination shall not extend across property lines to an adjacent property.
 9. Security shall be provided during the hours that the emergency shelter is in operation. Security plans shall be submitted to City staff for review and approval prior to issuance of an occupancy permit. Security plans shall be resubmitted to City staff on an annual basis for review and approval.
- D. Additional Standards. The Director of Planning may adopt additional written objective minimum standards consistent with California Government Code Section 65583(a)(4)(A), as may be amended. Any such administrative standards adopted by the Director of Planning [and Neighborhood Services](#) shall be published on the Planning Division's website.

XI-10-63.03 Declaration of Public Nuisance

1. General. The use of any land, building or other structure hereafter established or conducted or the present use of any land, building or other structure hereafter extended or enlarged or the erection, construction, moving, conversion, remodeling or alteration of any building or other structure

contrary to the provisions of this Chapter shall be and the same is hereby declared to be a public nuisance, and the Attorney for the City of Milpitas shall, upon order of the City Council, immediately commence action or proceedings for the abatement or removal or enjoinder thereof in the manner provided by law.

2. Signs. Any sign or structure erected, constructed, maintained, marked, posted, pasted, painted, printed, altered or repaired in violation of the provisions of the Chapter or after a permit or variance therefore has been revoked or expired is hereby found and declared to be a public nuisance subject to abatement and lien for recovery of abatement costs.
 - a. Without limitation to the generality of the foregoing, any sign or structure erected, constructed, maintained, marked, posted, pasted, painted, altered or repaired:
 - i. So as to be unsafe and so as to constitute an immediate peril to persons or property; or
 - ii. Upon public property without written permission of the Planning ~~Division~~ Department or City Manager of the City of Milpitas.

XI-500-6.00 Acceptance by Director

The ~~Community Development~~ Planning Director may accept an easement as described in this part on behalf of the City when such an easement is required as a condition of a land use approval, permit or designation pursuant to this Title.

XI-500-7.00 Recordation

The covenant of easement shall be recorded in the county recorder's office. A copy of the recorded document shall be provided to the ~~Community Development~~ Planning Director.

XI-500-11.00 Petition for Release

A petition for release of a covenant of easement may be made by any person whether or not that person has title to the real property, and shall be filed in writing with the ~~Community Development~~ Planning Director on a form furnished by the Director. The form of the petition and the information required to be set forth in them shall be prescribed by the Director. The Director shall not accept any such petition for filing unless:

- A. All information and data is set forth and shown as required by the form;
- B. The petition is verified by the party making the petition; and
- C. The filing fee required by Section XI-500-12.00 has been paid.

XI-500-13.00 Hearing by Planning Commission

- A. Upon filing of such petition, payment of filing fees, and acceptance of such petition as complete by the ~~Planning Community Development~~ Director, said director shall, subject to the rules of the Planning Commission as to the hour and place of public hearings which shall be conducted by it, set a date for the public hearing which shall be held thereon by the Planning Commission. Said date of hearing shall be not less than twenty nor more than sixty days after the date such application was accepted as complete by the Director.
- B. The Director shall provide a report and recommendation to the commission. In addition thereto, the director shall file with the commission at its hearing all papers, documents, and exhibits which are part of the file. Within a reasonable time after the commission has concluded its hearing, it shall, by resolution, set forth its findings and decision on the matter. The Commission may decide to grant the petition, conditionally grant the petition or deny the petition.

XI-500-14.00 Appeal to City Council

Any action taken by the Planning Commission under this part may be appealed to the City Council by filing with the City Clerk a written notice of appeal within twelve (12) calendar days after a copy of the decision of the Planning Commission. The applicant, or any person, may file such a notice of appeal. The notice of appeal shall be filed on a form furnished by the [Community Development Planning](#) Director, and the information and data required to be set forth in such notice shall be as prescribed by the Director.

- A. The Council shall hold at least one public hearing on the matter. The hearing of the council shall be de novo. The City Clerk shall set the date of the first public hearing by the Council, which date shall not be less than ten nor more than sixty days after the date on which the day of the application and the notice of appeal were filed with the City Clerk. Within a reasonable time after the Council has concluded its hearing, it shall, by resolution, set forth its findings and decision on the matter.
- B. The decision of the Council shall be final.

XI-500-17.00 Release to be Recorded

Within fifteen days after the action of the Planning Commission or the City Council in granting a petition for release has become final, the [Community Development Planning](#) Director shall cause the release to be recorded in the office of the recorder for the County of Santa Clara.

Chapters 1 and 2 of Title XII of the Milpitas Municipal Code are hereby amended as follows:

XII-1-3.04 Design and distribution of affordable units

Affordable units shall meet the following requirements:

1. The bedroom mix of the affordable units should be proportionate to the bedroom mix of market rate units, provided that the City may allow a different unit mix to meet other City goals as determined by the City Council.
2. The square footage of the affordable housing units must be reasonably consistent with the market rate units in the development although smaller unit sizes may be allowed by the [Director or Building Safety and Housing City Manager](#) if the developer provides adequate justification and reasons why the provision of small unit sizes would further the City's housing goals and this Chapter.
3. All affordable units shall be reasonably comparable in terms of floor plan and base finish amenities to market rate units in the proposed development.
4. The quality of the exterior design, landscaping, and construction of the affordable units shall be consistent with the other units in the proposed development. When affordable units are built off-site they shall be of equivalent or of higher quality compared with the market rate units.
5. Affordable units shall have the same access to common entrances from the exterior as market rate units.
6. Affordable units shall have the same access to all project amenities and recreational facilities available to market rate units. Off-site projects shall have convenient access to equivalent project amenities and recreational facilities compared to the market rate units.
7. All affordable units shall be reasonably dispersed throughout the project and for residential structures higher than eight stories, the affordable units shall be evenly distributed throughout the bottom 60% of the floors or higher.

XII-1-4.00 Payment of fees in lieu of creation of affordable units

Upon request of the applicant and subject to the requirements of this Section 4 as set forth above, the City Council may permit the applicant to pay a fee in lieu of constructing the affordable units that the applicant would otherwise be required to construct pursuant to this Chapter. In-lieu fees shall also be paid for requirements to construct fractional units of less than 0.5 units as set forth in Section XII-1-3.00. The City shall adopt, by resolution, current affordable housing in-lieu fee levels as well as administrative guidelines necessary for the implementation of this Chapter.

Fees paid in-lieu of constructing affordable units must be paid prior to the issuance of the building permit for the project, and fees shall be deposited into the City's Affordable Housing Fund. The in-lieu fee shall be calculated based on the gross square footage constructed for each new residential use, taking into account any fee credits that would be applicable based on existing building area. While accessory dwelling units are not counted towards either calculating or meeting the 15% on-site affordable housing requirement pursuant to Section XII-1-3.00, any payment of in-lieu fees must be based on the total gross square footage of all dwelling units developed as part of the project, including any accessory dwelling units.

Unless otherwise specified by resolution of the City Council or amendment to this Chapter, every July 1, or the following business day, if applicable, the City will adjust the affordable housing fees for inflation using the Engineering News Record Building Cost Index for San Francisco. If this index ceases to exist, the [Director of Building Safety and Housing City Manager](#) shall substitute another construction cost index, which in his/her judgment is as nearly equivalent to the original index as possible.

XII-1-5.01 Applicability

Any non-residential development, applicable under the definition set forth in Section XII-1-2.05, is subject to payment of a non-residential affordable housing impact fee. The City shall adopt, by resolution, current non-residential affordable housing impact fee levels. Every July 1, or the following business day, if applicable, the City will adjust affordable housing fees for inflation annually using the Engineering News Record Building Cost Index for San Francisco. If this index ceases to exist, the [Director of Building Safety and Housing City Manager](#) shall substitute another construction cost index, which in his/her judgment is as nearly equivalent to the original index as possible.

The applicant shall pay the non-residential impact fees prior to issuance of the building permit. Applicable fees will be determined at time of payment. All payment of fees made to the City under this Chapter shall be deposited into the City Affordable Housing Fund.

XII-2-2.04

"Director" means the [City's Director of Building and Housing, who is the](#) person designated by the City Manager to direct and manage the rent review program. Any duty required of the director may be delegated to a third party by the director and any service required to be performed by the director may be provided by a designated service provider as authorized by the director.

XII-2-4.01

The notice of availability of rent review shall be provided in English and the most commonly used languages within the City as determined by the director based upon the American Community Survey, the most recent census or other reputable source data and shall read as follows:

NOTICE:

Under California Civil Code Section 827(b), a Landlord must provide a Tenant with 30 days' notice prior to a rent increase of 10 percent (10%) or less and 60 days' notice of a rent increase greater than 10 percent (10%). In addition, Chapter 2 of Title XII of the Milpitas Municipal Code requires that a

Landlord must at the same time provide and serve this written notice of the City's Rent Review Program. This program provides a procedure for Landlords and Tenants to meet to discuss issues related to rent increases. Information about this program and a copy of Chapter 2 of Title XII are available on the City's website at www.ci.milpitas.ca.gov, at City Hall located at 455 E, Calaveras Blvd. in Milpitas, California, the Milpitas Public Library located at 160 N, Main St. in Milpitas, California, and other locations designated by the [City's Director of Building Safety](#) [City Manager and Housing](#). Copies are also available in English and the most commonly used languages within the City as determined by the [Director of Building Safety and Housing](#) [City Manager](#).

You are encouraged to contact the owner or manager of your rental unit whose name is _____ (landlord to insert the name of the Responsible Party) at _____ (landlord to insert email address and telephone number) to discuss this rent increase for your rental unit.

In addition if you have received notice of a rent increase of more than five percent (5%) in the last 12 months, you are also entitled to review by the City's Rent Review Board. To initiate the rent review process, you must request rent review by contacting the [Department of Building Safety and Housing](#) [City Manager](#) (landlords will be advised of the name and contact information for the service provider designated by the director that is to be inserted in this notice) within 15 days of the date of the notice of rent increase. Your Landlord will be notified of your request and you will be contacted by a housing professional to discuss the rent increase. Please note that petitioning for rent review does not guarantee a reduction in the rent increase.

At the hearing, the Rent Review Board will make a decision concerning the rent increase. You and your Landlord may agree to accept the Board's decision, The Rent Review Board's decision as to the rent increase is non-binding on you and your Landlord.

Under California Civil Code Section 1942.5 and Chapter 2 of Title XII of the City's Municipal Code, it is illegal for a Landlord to retaliate against a Tenant for lawfully exercising his or her legal rights.

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City Council finds and determines that the adoption of this ordinance is not a project and is not subject to CEQA review because it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change, particularly in that it does not alter the use of land or does a most does not do so inconsistently with uses already authorized, prohibited, or regulated by law. (Cal. Code Regs., tit. 14, § 15378.) This ordinance also is not a project because it amounts to general policy and procedure making that does not relate to the enactment or amendment of zoning ordinances or the other activities identified as potential “projects.” (Cal. Code Regs., tit. 14, § 15378(b)(2).) Furthermore, even if considered a project, this amending ordinance is categorically exempt from CEQA review in that it comprises of non-land use regulations or at most minor alterations in land use limitations that do not result in any changes in land use or density (Cal. Code Regs., tit. 14, § 15305, 15378(a)(1)) and by common sense can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment particularly in consideration of the activities already permitted, prohibited, or regulated by law (Cal. Code Regs., tit. 14, § 15061(b)(3)). This amending ordinance is also exempt because it does not affect development density established by existing zoning and the City’s General Plan, for which an Environmental Impact Report was already certified, and does not have any project-specific significant environmental effects peculiar to the project or any site. (Cal. Code Regs., tit. 14, § 15183.)

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager or Designee to Negotiate and Execute an Agreement with KONE, Inc. for Library Garage Elevator Modernization (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	1/7/2025
Recommendation:	Adopt a resolution to approve and authorize the City Manager, or their designee, to negotiate and execute a contract for an elevator modernization project for the Library Parking Garage with KONE, Inc. for \$464,660 with a contingency of \$56,401, subject to an executed amendment, for a total amount not-to-exceed \$521,061.

BACKGROUND:

The Milpitas Library facilities and garage are the property of the City of Milpitas. The Milpitas Library lease agreement between the City and Santa Clara County Library Joint Powers Authority, effective starting October 21, 2008, has a term of 30 years with the option of two additional periods of 10 years for a total of 50 years. The Public Works Department is responsible for maintaining the parking garage and elevators and the exterior of the facility.

The Milpitas Library elevators provide essential public access from the parking garage and are facing significant operational challenges. Many components of the elevator design have become obsolete, resulting in ongoing maintenance and repair challenges. There is a documented history of malfunctions, resulting in substantial repair costs to the City, compromising ADA compliance, and disrupting access for the public. These issues increase the risk of entrapment and safety concerns. Additionally, the lack of available mechanical components, modules, and specific electronics for this type of system further exacerbates the problem.

Since May, both elevators have been non-operational due to vandalism. In September, KONE, Inc. (KONE) successfully restored functionality to one of the two elevator cabs, but the call buttons are still not operational on the fourth floor. Modernizing the elevator cabs with updated components, finishes, and security features is crucial to mitigate vandalism and tampering, which have been identified as contributing factors to multiple system failures.

ANALYSIS:

The proposed upgrade will not just replace the critical elements but also modernize the finishes with tamper-resistant controls and enhanced security features, including manual locking mechanisms. These improvements are expected to significantly reduce incidents of vandalism. The current lead time for materials is 15 weeks, with an anticipated 7 week outage per cab for modernization.

Consistent with the City's Purchasing Ordinance in the Milpitas Municipal Code, the City where practicable engages in competitive procurement. Nevertheless, Milpitas [Municipal Code Section I-2-3.06 Sole Source Procurement](#) specifically authorizes the City Purchasing Agent to determine in writing, after conducting a good faith review of available sources, that only one source exists for the required supplies, material, equipment, or general service, or that there is a compelling reason for using only one source.

The City has an existing contract with KONE for on-call elevator repair services, which extends through August 20, 2025. While this contract did not contemplate a major modernization project for the Library Parking Garage elevator system, conducting a request for proposals (RFP) for these services would be unproductive due to the proprietary track systems of the elevators that only KONE can service. As the current maintenance provider for

these elevators, KONE is already familiar with City-specific infrastructure and operational needs and has a deep understanding of the City elevator systems, facilitating the efficient planning and implementation of modernization efforts. KONE's experience with the City setup ensures smooth integration of new components with the existing infrastructure, reducing compatibility issues. Furthermore, as the incumbent provider, KONE can mobilize immediately without the lengthy preliminary assessments a new service provider, if one were available, would require. This positions them to meet the critical project timeline while maintaining consistency in City elevator controls and maintenance practices, which are essential for long-term operational efficiency and safety. As such, the Purchasing Agent has determined there is a compelling reason for approving KONE as the sole source to perform this elevator modernization project for the Library Parking Garage.

KONE will provide the following services for the repair and modernization:

1. Install modular control upgrades
2. Install vandal resistant fixtures, signals, and security features
3. Install upgraded electronic relays
4. Modernize hydraulic system

The Public Works Department recommends approving up to \$521,061 for KONE, which includes a contingency for currently unanticipated additional work that is subject to an executed amendment or change order of \$56,401, to modernize the garage elevators. Modernizing the Library elevator system is essential for ensuring safety, efficiency, and reliability for the public. This investment will not only help prevent service disruptions but will also help mitigate health and safety concerns that may arise from outdated equipment. The goal of this modernization project is to provide a more dependable and accessible service for everyone.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve and authorize the City Manager to execute the agreement with KONE, Inc.

Pros: None.

Cons: Continuing to repair and maintain the outdated elevator system not only risks continued escalating costs, potentially exceeding the cost of the recommended modernization work, but also results in diminished public service and disruptions to operations.

Reason for Not Recommending: Modernizing the elevator system is essential for ensuring safety, efficiency, and reliability for the public. This investment will help prevent disruptions and address health and safety concerns that may arise from outdated equipment, providing a more dependable and accessible service for everyone.

FISCAL IMPACT:

Staff is recommending reappropriating \$521,061 from the General Fund Facilities Replacement Reserve to CIP 3406 – City Building Improvements to fund the cost of the elevator modernization project at the Library Parking Garage. Per Council Fiscal Policy No. 53, this reserve is meant to fund major rehabilitation or replacement of City facilities. The current reserve balance is \$3,700,000. Of the \$521,061 in reappropriated funds, \$464,660 will be contracted with KONE, Inc. to complete the project, which includes subcontract expenses for MODA Elevator for cab interior finishes. The additional \$56,401 will be held as contingency for currently unanticipated related expenses that may be added to the contract through an executed contract amendment or change order.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Not applicable. The selection and contractual arrangement do not constitute a project, in accordance with Section 15378 of the CEQA Guidelines. Sufficient funding is in the General Fund Facilities Reserve. As of October 2, 2024, the balance of this reserve is \$6.2M.

RECOMMENDATION:

Approve and authorize the City Manager or designee to negotiate and execute a contract for an elevator modernization project for the Library Parking Garage with KONE, Inc. for \$464,660 with a contingency of \$56,401, subject to an executed amendment or change order, for a total amount not-to-exceed \$521,061.

ATTACHMENT(S):

(a) Resolution

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO NEGOTIATE AND EXECUTE A LIBRARY GARAGE ELEVATOR MODERNIZATION AGREEMENT WITH KONE, INC.

WHEREAS, the Santa Clara County Library District is a public library system that serves Santa Clara County and operates the Milpitas Library providing library services to the residents of Milpitas; and

WHEREAS, the lease agreement between the City of Milpitas and Santa Clara County Library Joint Powers Authority states that the City is responsible for maintaining the exterior of the facility, the library parking garage and elevators; and

WHEREAS, the elevators at the Milpitas Library provide essential public access from the parking garage and have faced significant operational challenges due to their age and related maintenance and repair difficulties; and

WHEREAS, after conducting a good faith review of available sources and pursuant to Milpitas Municipal Code Section I-2-3.06 (Sole Source Procurement), the Purchasing Agent has determined that KONE, Inc., is the only viable source to execute various modernizing improvements to the elevators at the Milpitas Library parking garage; and

WHEREAS, the costs to fund an elevator modernization project will be funded from Capital Improvement Program (CIP) Project 3406- City Building Improvements via a reappropriation from the General Fund Facilities Replacement Reserve.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves that the City Council approve and authorize the City Manager or designee to negotiate and execute a contract for an elevator modernization project for the Library Parking Garage with KONE, Inc. for \$464,660 with a contingency of \$56,401, subject to an executed amendment or change order, for a total amount not-to-exceed \$521,061.

PASSED AND ADOPTED this day of , 2025, 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:	Approve and Authorize the City Manager or Designee to Negotiate and Execute a Design Services Agreement with Wilsey Ham for Force Main A Project, CIP No. 6137 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; Michael Silveira, City Engineer, 408-586-3303; and Luz Cofresí-Howe, Finance Director, 408-586-3111)
Category:	Consent Calendar-Community Development
Meeting Date:	1/7/2025
Recommendation:	(1) Approve and authorize the City Manager or designee to negotiate and execute, with approval of the City Attorney, a four-year Design Services Agreement with Wilsey Ham in an amount not to exceed \$1,460,412, (2) Delegate authority to the City Manager or designee to execute amendments and change orders as required to extend the Agreement and complete the work for up to a 15% contingency amount; and (3) Delegate authority to the Public Works Director or designee to amend Exhibit "C" entitled Project Schedule of the Agreement as required without additional approvals for the Force Main A Agreement, CIP Project No. 6137.

BACKGROUND:

The City of Milpitas (City) wastewater collection system consists of approximately 160 miles of sewer pipelines, with pipe diameters ranging from 4-inches to 36-inches. The collection system generally flows from east to west and south to north towards the San Francisco Bay. Most of the collection system flows by gravity to the Milpitas Main Lift Station (Main LS) and is then pumped to the San José/Santa Clara Regional Wastewater Facility (RWF) through force mains that are owned and operated by the City of Milpitas.

Force Main A (FMA) is a 36-inch steel pipeline built in 1974 located in a highly corrosive soil environment. It is one of two force mains which convey sewage from the City of Milpitas to the RWF for treatment. The FMA alignment extends approximately 12,000 linear feet, starting at the Main LS crossing into the City San José under Coyote Creek and traversing through the RWF residual sludge management drying beds to terminate at the RWF.

On August 9, 2022 the City conducted a public hearing and adopted the Sanitary Sewer Master Plan (SSMP), which included recommendations to improve/rehabilitate portions of the sewer collection system in addition to FMA. The SSMP provided two options to replace the FMA: (1) commence the design in Fiscal Year (FY) 24/25 or (2) commence the design in FY27/28. Staff evaluated both timeframes and determined that delaying the design to FY27/28 could result in several adverse consequences, including likelihood of increased customer rates and charges, potential increased construction costs due to inflation, and, most significantly, increase the risk of failure. If the FMA were to fail near or under Coyote Creek, it would lead to serious financial and environmental consequences. This failure could result in untreated sewage being discharged into the waterbody, violating the Clean Water Act. Such a violation could subject the City to expensive mitigation costs, potential financial penalties from regulatory authorities, and possibly lawsuits from third-party environmental groups. Additionally, sewer flows would have to be diverted to the smaller 24-inch pipeline, Force Main B (FMB), until FMA is repaired or replaced. Due to the size and alignment of the FMA, repairs or replacement, construction timelines may span three to four years before FMA would be operational. Upon adoption of the SSMP, City Council directed staff to complete a five-year sewer rate study to analyze the impacts of both options on sewer rates and present the findings to City Council.

On December 6, 2022, staff presented the Draft Sewer Rates Study to City Council for review, proposing to begin FMA design in FY24/25 using \$6.1 million from sewer revenues and up to \$20 million in 30-year bonds.

This strategy aimed to expedite project work, reduce the risk of system failure, and create a more gradual increase in customer rates and charges, ensuring both current and future beneficiaries equitably share the costs of infrastructure investment. The alternative option of delaying the design to FY27/28 assumed all cash funding using sewer revenues which risked an exacerbation of the infrastructure issue, and a greater likelihood of service disruptions that would affect the community, as well as a likely unsustainable spike in customer rates to support the immediate funding need. Upon receiving the Draft Sewer Rates Study, City Council directed staff to proceed with community engagement on the proposed rates, which included beginning the design in FY24/25.

On March 21, 2023, the City conducted a Public Hearing and introduced Ordinance No. 208.55 to approve updated sewer rates for FY23/24 through FY27/28. As part of the adopted 2024-2028 Capital Improvement Program Project No. 6137, funding for the design and construction of FMA (Project) was approved.

ANALYSIS:

On July 18, 2024, the City released Request for Proposals (RFP) 24-RFP931 to seek a design firm with expertise in planning, design, and construction support services for the Project. The scope of work includes three project phases:

Phase 1: This phase consists of tasks primarily focused on Project feasibility, including reviewing existing information, coordinating with internal and external stakeholders including, but not limited to, the RWF, Valley Water and regional and State permitting agencies, evaluating new pipeline alignment options, initiating environmental impacts evaluations, and submitting regulatory permitting applications.

Phase 2: This phase will commence upon completion of Phase 1, after a new FMA alignment has been established and regulatory permits are approved. Phase 2 consists primarily of developing construction documents including, but not limited to, design drawings, technical specifications, engineer's cost estimates, Project schedule(s) and other supporting documentation, as needed for the public bidding process.

Phase 3: This phase consists of tasks related to construction activities, after the construction contract has been awarded.

The RFP was publicly noticed on the City website and OpenGov, the City e-procurement website, in accordance with City Municipal Code. Upon release, 63 firms downloaded the RFP documents. Three (3) vendors submitted proposal responses by the published closing date of September 3, 2024.

The RFP was evaluated and scored in accordance with the evaluation criteria set forth in the RFP. Following initial scoring, the two highest ranked firms were invited to participate in oral interviews to further discuss their proposals, provide clarifications, and answer questions. One of the two finalists, West Yost & Associates, withdrew themselves from consideration prior to the interview citing current lack of bandwidth to take on the project commitment. Scores for the remaining finalist are as follows:

Evaluation Criteria	Max Points	Wilsey Ham
Cover Letter & Compliance with RFP	5	3.67
Company Profile	25	18.95
Execution Plan	25	21.25
References	15	11.37
Personnel Assigned	10	6.83
Proposed Compensation	20	17.66
Total Score	100	79.73

Wilsey Ham was the best value proposer in accordance with the evaluation criteria set forth in the RFP.

POLICY ALTERNATIVE(S):

Alternative 1: Not approving a Design Services Agreement with Wilsey Ham.

Pros: None

Cons: Not approving the Design Services Agreement will delay the start of the Project. FMA is one of the most critical components of the City's sewer system and delaying the Project would risk its failure, which could place undue strain on the City sewer system. It would also be contradictory to SSMP recommendations and prior City Council direction.

Reason for Not Recommending: This would result in delaying construction of a priority capital improvement project, which has the potential to have significant short-term and long-term environmental and financial ramifications for the City.

FISCAL IMPACT:

Should Council approve this contract, the four-year agreement with Wilsey Ham for a Force Main A Project will be for an amount not to exceed \$1,460,412. Moreover, the City Manager or designee may extend the agreement and execute amendments and change orders up to 15% as required to complete the work. The funding for this Design Services Agreement was approved in the current Capital Improvement Program budget for Project No. 6137. There is sufficient funding available in the Project budget for the agreement, the contingency, and City administration. Additional funding will be requested during the budget process of the Capital Improvement Program in fiscal year 2026-27 for the approximate amount of \$23.4 million to fund the construction of the improvement, construction management and inspection services. The amount of \$23.4 million will be funded by \$3.4 million in sewer revenues and debt financing of \$20 million.

Fiscal Summary of Contract (4 years):

Phase	Task and Description	Estimated Not to Exceed*
N/A	A: Project Administration and Coordination	\$44,727
	Subtotal Estimated Non-Phased	\$44,727
1	B: Field and Document Investigation	\$259,529
1	C: Feasibility Study/Conceptual Plan	152,830
1	D: Preliminary Environmental Feasibility Analysis	33,481
1	E: Alignment Selection and Easement Acquisition	47,159
1	F: Design Development	101,670
1	G: Environmental Study	119,779
1	H: Permitting	75,134
	Subtotal Estimated Phase 1	\$789,582
2	I: Construction Document Phase - Project Administration and Coordination	\$33,456
2	J: Construction Documents	117,272
2	K: Quality Control/Quality Assurance (QC/QA)	29,656
	Subtotal Estimated Phase 2	\$180,384
3	L: Construction Bidding Phase	\$49,786
3	M: Construction Support	268,402
3	N: Record Documents and Project Closeout	31,766
3	O: Reimbursable Expenses	10,838
3	P: Aerial Topographic Survey	84,927
	Subtotal Estimated Phase 3	\$445,719
	TOTAL CONTRACT NOT TO EXCEED AMOUNT	\$1,460,412

*Estimates provided for each task based on Designer's estimated hours to complete. Final hours may shift between tasks/phases, but Total Contract Not to Exceed Amount may not be exceeded unless modified through an executed amendment or change order.

Available CIP Project 6137 Budget as of November 30, 2024	\$ 2,940,000
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Summary of Estimated Cost

Design Services Agreement	\$1,460,412
15% Contingency	\$219,062
Total Estimated Cost	\$1,679,474

The 15% contingency established for this agreement will be used as necessary to address unanticipated needs that arise during the Project, subject to an executed amendment or change order. Additionally, to facilitate adjustments in the Project schedule that may be needed throughout the term of the Agreement, staff requests authority for the Public Works Director or designee to approve changes to Exhibit "C" entitled Project Schedule without additional approvals. Staff anticipates Phases 1 and 2 of the Project to be completed by the summer of 2027, and to award a construction contract to the lowest responsive and responsible bidder by the winter of 2027 with construction beginning by spring of 2028, barring any unforeseen delays.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

As part of the SSMP adoption, City Council adopted the California Environmental Quality Act (CEQA) Environmental Impact Report (EIR) Addendum (Addendum) to the Milpitas General Plan Update EIR (Milpitas GP EIR; State Clearinghouse No. 2020070348) on August 9, 2022. The City adopted the Milpitas GP EIR on March 9, 2021.

The City was the lead agency for the Milpitas GP EIR. The EIR evaluated potential environmental impacts, which could occur as a result of implementing the Milpitas GP. The impact analysis is intended to programmatically cover the construction and operation of actions to be taken under the Milpitas GP, such as new utilities and other elements of utilities master plans.

CEQA Guidelines (Sections 15162 and 15164) require a lead agency to prepare an addendum to a previously certified EIR, if some changes or additions to the environmental evaluation of a project are necessary. Preparing an Addendum to the approved Milpitas GP EIR is deemed acceptable to meet the requirements of CEQA. The Addendum summarized the utility master plans as considered in the GP EIR, described additional changes to the Plans, made since the certification of the GP EIR and analyzed any change in environmental effects associated with those changes.

Environmental review of the master plans, along with environmental review prepared for the Certified Milpitas GP EIR led staff to conclude that the master plans would not result in any new impacts not previously disclosed in the Certified EIR, nor would it result in a substantial increase in the magnitude of any significant environmental impact previously identified. For these reasons, an addendum to the Certified EIR met the requirements of CEQA Section 15164. Staff also concluded the proposed master plan changes did not trigger any of the conditions in CEQA Guidelines Section 15162; therefore, a subsequent EIR was not required.

As part of the Wilsey Ham Design Services Agreement, an initial environmental assessment report will be compiled for the Project, to include information concerning existing environmental conditions. The assessment will focus on relevant environmental statutes and regulations, which may include, but are not limited to, the following: CEQA, state and federal Endangered Species Acts, Clean Air Act, Clean Water Act, California Fish and Game code, cultural and archaeological statutes, and noise ordinances. Following the initial environmental assessment report, the Designer will prepare a CEQA Initial Study/Mitigated Negative Declaration (IS/MND) followed by a Notice of Intent (NOI) to adopt the MND to fulfill the public noticing requirements of CEQA Guidelines Section 15072. Upon adoption of the MND, the City will proceed with obtaining required regulatory permits for construction of FMA, which include, but are not limited to, applications for the U.S. Army Corps of Engineers 404 permit, the Regional Water Quality Control Board 401 permit, and the California Department of Fish and Wildlife Lake and Streambed Alteration Agreement.

RECOMMENDATION:

- (1) Approve and authorize the City Manager or designee to negotiate and execute, with approval of the City Attorney, a four-year Design Services Agreement with Wilsey Ham in an amount not to exceed \$1,460,412.
- (2) Delegate authority to the City Manager or designee to execute amendments and change orders as required to extend the Agreement and complete the work for up to a 15% contingency amount.
- (3) Delegate authority to the Public Works Director or designee to amend Exhibit "C" entitled Project Schedule of the Agreement as required without additional approvals for the Force Main A Agreement, CIP Project No. 6137.

ATTACHMENT(S):

None.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement Between the City of Milpitas and Sunnyhills Investors LLC for the Sunnyhills Apartments Project at 1724 Sunnyhills Court (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)
Category:	Consent Calendar-Community Development
Meeting Date:	1/7/2025
Recommendation:	Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement between the City of Milpitas and Sunnyhills Investors LLC for the Sunnyhills Apartments Project at 1724 Sunnyhills Court.

BACKGROUND:

On November 17, 2020, the City Council approved the Sunnyhills Investors LLC (Property Owner) application for a Site Development Permit (SD18-0004), Planned Unit Development Amendment (PA19-0002), Tree Removal Permit (TR19-0028) and Environmental Assessment (EA20-0005) to reconstruct the leasing office/community building and construct 44 additional residential apartment units with 87 additional parking spaces and associated site improvements including utilities, landscaping and irrigation, and stormwater treatment measures within an existing 171-unit multi-family dwelling apartment complex on a 12.66 acre site located at 1724 Sunnyhills Court (Project).

The Project is conditioned to comply with State Law and the Santa Clara County Municipal Regional Stormwater NPDES Permit (MRP) issued by the Regional Water Quality Control Board (RWQCB) where new development and redevelopment projects that create and/or replace 10,000 square feet or more of impervious surface are required to incorporate Low Impact Development (LID) post-construction stormwater control measures into their project. LID control measures are considered to be bioretention areas, flow-through planters, permeable pavement, infiltration trenches and tree well filters.

MRP section C.3.h.ii.(1)(a) and Milpitas Municipal Code Title XI Chapter 16 requires property owners of a development project meeting the 10,000 square foot threshold to execute and record a Stormwater Management Facilities Operation and Maintenance Agreement ("Agreement") with the City for the perpetual operation, maintenance, and annual inspection of LID stormwater treatment facilities.

ANALYSIS:

The Property Owner constructed various stormwater bio-retention treatment areas, low impact development, and integrated management practices for stormwater in accordance with the MRP. The Property Owner will be responsible for the perpetual maintenance and operation of the privately owned stormwater treatment facilities within their private property.

The Property Owner has executed the required Stormwater Management Operations and Maintenance Agreement ("Agreement") for this Project. The Agreement requires the Property Owner to operate and maintain the installed stormwater treatment facilities in accordance with the MRP and the Property Owner will compensate the City to complete the required annual system inspections.

Staff recommends the City Council approve the Agreement (**Attachment A**) which has been reviewed and approved by the City Attorney as to form, and by the City Engineer as to content.

POLICY ALTERNATIVE(S):

Alternative 1:

Not approving the Agreement with the City for the operation, maintenance and annual inspection of stormwater treatment facilities.

Pros: None

Cons: The Project will not comply with the conditions of development, the City Municipal Code and the Santa Clara County MRP.

Reason not recommended: The approval of the Agreement allows the City to ensure the Property Owner properly maintains and operates the stormwater treatment facilities in accordance with the Agreement. In addition, the Agreement allows the City to inspect the facilities annually and take enforcement action if the Property Owner is not in compliance.

FISCAL IMPACT:

As required by the Agreement, the Property Owner will pay the City for the required annual inspection of the installed stormwater bio-treatment facilities. No fiscal impact will be realized by the City as a result of this action item.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The City Council's approval of the agreement was already reviewed under the California Environmental Quality Act (CEQA) at the time the City Council approved the entitlements for the project through an initial environmental assessment. The Planning Department conducted an initial environmental assessment of the project and prepared an Initial Study and Mitigated Negative Declaration (IS/MND) in accordance with the California Environmental Quality Act (CEQA), including, without limitation, CEQA Guideline sections 15070 et seq. On September 17, 2020, the City posted a Notice of Intent to adopt the MND on the City's website and the Project site and otherwise complied with the requirements of CEQA Guideline 15072. The IS/MND was available for public review from September 17, 2020, through October 7, 2020. On this basis, the Planning Commission and City Council relied on the previous CEQA review conducted in approving this agreement.

RECOMMENDATION:

Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement between the City of Milpitas and Sunnyhills Investors LLC for the Sunnyhills Apartments Project at 1724 Sunnyhills Court.

ATTACHMENT(S):

(a) Stormwater Management Facilities Operation and Maintenance Agreement

Control No. 2024-_____
Recording Requested by
and when Recorded, return to:

CITY OF MILPITAS
455 E. CALAVERAS BOULEVARD
MILPITAS, CA 95035-5479

Attn: City Clerk
Exempt From Recording Fees
Govt Code §27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Document Transfer Tax is \$ 0

() Computed on full value of property conveyed

() Computed on full value less value of liens and encumbrances remaining

City transfer tax is \$ 0

APN: 026-06-032

STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AGREEMENT

This Stormwater Management Facilities Operation and Maintenance Agreement ("AGREEMENT") is made and entered into this _____ day of _____ 2025 ("Effective Date"), by and between Sunnyhills Investors LLC, a California Limited Liability Company ("Property Owner") and the City of Milpitas, a municipal corporation of the State of California ("City").

RECITALS

This AGREEMENT is made and entered into with reference to the following facts:

- A. **WHEREAS**, the Property Owner is the owner of real property more particularly depicted and described on the attached as **Exhibit A** ("Property") and fully incorporated herein by reference; and
- B. **WHEREAS**, the Property Owner received entitlements from the City allowing the development of the Property, including the construction of six (6) apartment buildings consisting of 44 units with a leasing office and carport parking, emergency vehicle access, utilities, and associated offsite and onsite improvements landscaping, irrigation, and stormwater treatment measures on a 2.1 acre site located at 1724 Sunnyhills Drive in Milpitas and more commonly known as Sunnyhills Apartment, Project No. PJ5081, (the "Project") on the Property; and subject to conditions set forth in the following (collectively "City Approvals"):
 - 1. Resolution No. 20-019 approving Site Development Permit No. SD18-0004 and Planned Unit Development Amendment No. PA19-0002,

- C. **WHEREAS**, discharges to the City's municipal separate storm sewer system ("MS4") are regulated under state and federal law pursuant to Waste Discharge Requirements and National Pollutant Discharge Elimination System permit ("MS4 Permit") issued by the Regional Water Quality Control Board, San Francisco Region ("Regional Board").
- D. **WHEREAS**, pursuant to the requirements of the MS4 Permit and the City's Stormwater and Urban Runoff Pollution Control Ordinance as codified in Milpitas Municipal Code Chapter 16 ("Ordinance"), the City Approvals require the Property Owner to install, operate and maintain, at no cost or expense to the City, the Permanent Stormwater Pollution Prevention Measures ("BMPs") more particularly described in the City-approved Stormwater Control Operation and Maintenance Plan (sometimes referred to herein as "Plan") for the Project attached hereto as **Exhibit B** and fully incorporated herein by reference; and
- E. **WHEREAS**, the Stormwater Control Operation and Maintenance Plan may be subsequently modified from time to time with City's written approval and such changes shall be fully incorporated as part of this Agreement by this reference; and
- F. **WHEREAS**, the Stormwater Control Operation and Maintenance Plan includes provisions for the BMP Operation and Maintenance and an annual inspection checklist for the BMPs constructed on the Property, and
- G. **WHEREAS**, this Agreement memorializes the Property Owner's maintenance, operations, and inspection obligations under the City's Ordinance and the approved Stormwater Control Operation and Maintenance Plan.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1. Responsibility for Operation and Maintenance:

The Property Owner, at its sole cost and expense, shall construct and install the BMPs shown in Exhibit B in accordance with the plans approved by and on file with the City. Property Owner shall diligently maintain in perpetuity the BMPs in a manner assuring peak performance at all times, shall make such changes or modifications to the BMPs, subject to City's prior approval as may be reasonably necessary for the BMPs to continue to operate as designed and approved and to accomplish its intended purpose and in good repair, and in compliance with all applicable Federal, State, County and local laws and regulations, including but not limited to the Ordinance, as the same may be amended, revised, and/or replaced from time to time. The Owner shall be responsible for the costs incurred in operating, maintaining, repairing and replacing the BMPs. Property Owner shall not destroy or remove the BMPs or modify any measure in any manner that would lessen its effectiveness. Property Owner shall make available copies of the approved Stormwater Control Operation and Maintenance Plan at the site with the facility or property manager.

SECTION 2: Inspection by Property Owner:

The Property Owner, at its sole cost and expense, shall conduct annual inspections of all permanent installed BMPs per the Plan. The annual inspection report shall include completion of the checklist described in the approved Stormwater Control Operation and Maintenance Plan. The BMPs must be inspected by a qualified independent inspector who is acceptable to the City. The Property Owner shall submit the Inspection Report on these BMPs to the City Engineer no later than July 15th of each year.

SECTION 3. Facility Inspection by the City:

- (a) **Right of Entry.** The Property Owner, on its behalf and on behalf of its successors and assigns, grants permission to the City, the inspectors of the Regional Board, and local mosquito and vector control agency, and their authorized agents and employees, to enter the Property, and to inspect the BMPs whenever the City deems necessary to enforce provisions of the Ordinance, this Agreement, or any other local or state requirements. The City may enter the premises at any reasonable time during normal business hours and upon at least 48 hours prior written notice (except that prior written notice is not required in case of emergency) to inspect the premises related to BMPs and BMP operation and maintenance, to inspect and copy records related to storm water compliance, and to collect samples and take measurements related to BMPs. **The Property Owner shall deposit and maintain a Private Job Account with the City a minimum balance of Four Thousand Dollars (\$4,000) for inspection by City Staff pursuant to this Section 3. The deposit of Four Thousand Dollars (\$4,000.00) shall be made simultaneously with the execution of this Agreement.**
- (b) **Security.** The City may require the Owner, its successors and assigns, from time to time, to post security in a form, amount, and for a time period satisfactory to City to guarantee performance of the obligations stated herein. Should the Owner, its successors and assigns, fail to perform the obligations under this Agreement, the City may, in the case of a cash bond, act for the Owner, its successors and assigns, using the proceeds from such cash bond, or in the case of a surety bond, require the surety to perform the obligations of this Agreement.

SECTION 4. Failure to Perform Required Facility Repairs or Maintenance by the Property Owner:

- (a) **Enforcement Action.** If the Property Owner or its successors fail to operate and maintain the BMPs in good working order and in accordance with the approved Plan and the City's Ordinance, the City may, but is not required to, pursue any enforcement action available at law or in equity to cause the completion of all maintenance and may charge the costs of such enforcement action against the Property Owner in any manner authorized by law or in equity.
- (b) **City Maintenance.** In the event of Property Owner's failure to operate and maintain BMPs in accordance with the Plan and the City's Ordinance, the City may also, with prior written notice, enter the Property to return the BMPs to good working order; provided however that the Property Owner shall have 30 days after any such notice, or such other time provided by law, to cure the relevant failure and provided further that the Property Owner shall have such additional time after the initial 30 days to complete a cure so long as Property Owner commences the cure within the initial 30 days and diligently prosecutes the cure to completion. Notwithstanding the foregoing, City may in its sole discretion enter the Property to return the BMPs to good working in an emergency and take any other necessary action to mitigate an emergency without any notice to Property Owner. The City is under no obligation to maintain or repair the BMPs, and this Agreement may not be construed to impose any such obligation on the City. If the City, under this Section 4 takes any action to return the BMPs to good working order, the Property Owner

shall reimburse the City for all the reasonable costs and expenses incurred by the City. The City will provide the Property Owner with an itemized invoice of the City's costs and expenses and the Property Owner shall make full payments to the City within thirty (30) days of the date of the invoice. If the Property Owners fails to pay the invoice within thirty (30) days, the City shall be entitled to cause a lien for any such unpaid maintenance expense bill to be recorded against the Property. In addition, the City shall be entitled to have the unpaid amount of the invoice placed as a special assessment on the next regular tax bill levied against the Property, after which such assessment shall be collected in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedures under foreclosure and sale in the case of delinquency as provided for ordinary municipal taxes. The actions described in this section are in addition to and not in lieu of other legal remedies provided by law. Notwithstanding the above, it is understood that City is under no obligation to repair or maintain the BMPs, and in no event shall this Agreement be construed to impose any such obligation on City.

- (c) Specific Performance. The provisions of this Agreement are expressly declared to be for the benefit of the City. The City may bring an action to obtain specific performance of this Agreement and may recover its costs, including attorney fees, incurred in bringing such action.

SECTION 5: Successors and Assigns:

Property Owner hereby declares that the Property shall be held, transferred, encumbered, used, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements and rights set forth herein for the use and benefit of each of the Lots. All of the limitations, easements, uses, obligations, covenants, restrictions and conditions stated herein shall run with the Property and shall be binding upon Property Owner, its successors and assigns, any and all parties having or acquiring any right, title or interest in or to the Property or any part thereof or interest therein and shall inure to the benefit of and be binding upon each successor-in-interest thereto.

Upon transfer of the property, the Property Owner shall provide the new owner with the current Plan and a copy of this Agreement and shall, in any event, be released from all obligations under this Agreement as of the effective date of the transfer of the Property.

SECTION 6. Indemnity:

The Property Owner, on Property Owner's behalf and on behalf of all successors in interest pursuant to Section 5 of this Agreement, shall indemnify, release, hold harmless, and defend the City and its authorized agents and employees from and against any and all demands, suits, liabilities, fines, losses, damages, accidents, casualties, occurrences or claims, including reasonable attorneys' fees, against the City which may in anyway arise or relate to the construction, operation, presence, existence or maintenance of the BMPs, or from any personal injury or property damage that may arise or relate from the City entering the property under Section 4. If a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend the claim and any resulting litigation at its sole cost and expense, with counsel approved by City. If any judgment is entered against the City, or its authorized agents or employees, the Property Owner must pay all costs and expenses to satisfy the judgment.

SECTION 7. Severability:

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.

SECTION 8. Non-Discrimination:

The Property Owner shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 9. Governing Law:

City and Property Owner agree that the law governing this Agreement shall be that of the State of California and that Property Owner shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 10. Recordation:

Property Owner shall, within 10 days after the effective date of this Agreement, record or cause the Agreement to be recorded in the Office of the Recorder, Santa Clara County, California, at the expense of the Property Owner, which recording shall constitute notice of the obligations herein set forth and a covenant running with the land and shall be binding upon all of the successors and assigns in title to the Property. In the event Property Owner fails to timely record this Agreement, City shall be authorized but not required to record the Agreement.

SECTION 11. Books and Records:

- A. The Property Owner shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements or in anyway relating to the performance of this Agreement for a minimum period of three (3) years, or for any longer period required by law.
- B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to City, at reasonable any time during regular business hours, upon at least 48 hours' prior written request by the City Attorney, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Property Owner's address indicated for receipt of notices in this Agreement.

SECTION 12. Notices:

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY:

City of Milpitas
Attn: City Engineer
455 East Calaveras Blvd.
Milpitas, CA 95035

To PROPERTY OWNER:

Sunnyhills Investors LLC
100 Saratoga Ave., Suite 300
Santa Clara, CA 95051
Attn: Megan Kehriotis

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 13 . Venue:

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

SECTION 14 . Interpretation, Prior Agreements:

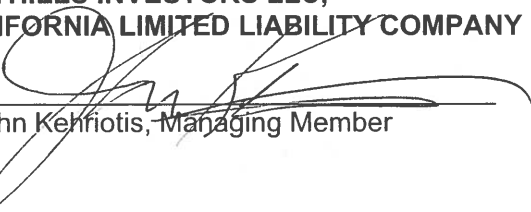
This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this Agreement, the terms specified in the body of this Agreement shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the parties to this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties execute this Stormwater Management Facilities Operation and Maintenance Agreement as of the last date set forth below:

PROPERTY OWNER:

**SUNNYHILLS INVESTORS LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY**

By: 
John Kehriotis, Managing Member

CITY:

**CITY OF MILPITAS,
A MUNICIPAL CORPORATION**

By: _____
Ned Thomas, City Manager

Approved as to form:

By: _____
Michael Mutalipassi, City Attorney

Approved:

By: _____
Luz Cofresi-Howe,
Finance Director/Risk Manager

Recommended for approval:

By: _____
Christian Di Renzo
Public Works Director

Please note that this is a placeholder for the acknowledgement. So use the most current version of the acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On Dec. 5, 2024, before me, J Burkhardt, a Notary Public, personally appeared

John Kehnotis,
_____ personally known to me;

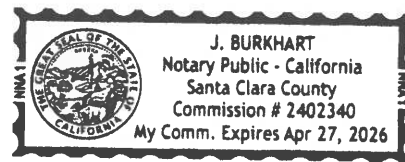
_____ or _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

J Burkhardt



CAPACITY CLAIMED BY SIGNER:

Though statute does not require the notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

____ Individual(s)
____ Corporate Officer(s) Titles _____ and _____
____ Partner(s) _____ Limited _____ General
____ Attorney-in-Fact
____ Trustee(s)
____ Guardian/Conservator
____ Other : _____

Signer is representing: Sunnghills Investors LLC

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or type of document _____

Number of pages: _____ Date of document: _____

Signer(s) other than named above: _____

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE

EXHIBIT A

Plat and Description for the site

Legal Description

All of that real property in the City of Milpitas, County of Santa Clara State of California, more particularly described as:

PARCEL 2 as shown on that map entitled and recorded July 21, 2022, in the Office of the Recorder of the County of Santa Book in 948 of Maps at pages 32 through 36.

EXHIBIT B

Operation and Maintenance Plan

Storm Water Control Plan & Drainage Report SUNNYHILLS APARTMENTS

MILPITAS, CALIFORNIA

MARCH 16, 2021

PREPARED FOR:

SUNNYHILLS INVESTORS, LLC

100 SARATOGA AVENUE, SUITE 300

SANTA CLARA, CALIFORNIA 95051

PREPARED BY:

SANDIS

636 9TH STREET

OAKLAND, CA 94607

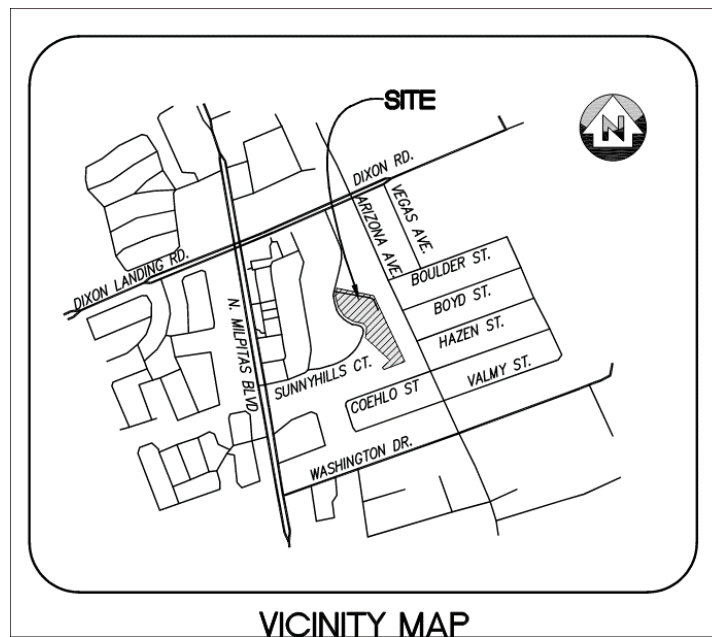


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Appendix A

County of Santa Clara C.3 Data Form

Appendix B

Soil Classification (Geotechnical Report)

Appendix C

MRP Calculation Worksheet

Appendix D

BMP Sizing Calculations

Appendix E

Site Plan (Storm Water Management Plan)

Appendix F

BMP Enlarged Details

Appendix G

Operations and Maintenance Manual

Appendix H

Storm Drain Analysis Summary

Appendix I

Utility Plan

Appendix J

City of Milpitas Engineering Guidelines Section XIII

I. PROJECT DATA

I.A. Project Location and Description

The 2.28-acre site is a portion of the Sunnyhills Apartment Complex located in the City of Milpitas . The project is within an area bounded by Dixon Landing Road to the North, Washington Street to the South, Arizona Avenue to the East, and the North Milpitas Boulevard to the West.

The existing site is an apartment complex with a combination of landscaped areas and existing buildings, walkways, and parking areas. Runoff currently sheet flows towards the west and is captured by area drains spread throughout the site.

As described in the project Geotechnical Report (prepared by Silicon Valley Soil Engineering and dated 11/2/2020) and applicable excerpts attached as appendix B, the subsurface conditions are generally composed of very stiff clays and silts. These soil types continue to a depth of 18 feet below grade. These silty clays allow an infiltration rate of 0.1 inches per hour. Groundwater was encountered in all borings and stabilized at a depth of 15 feet below the existing grade.

I.B. Proposed Site Description

The proposed development demolishes an existing leasing office and constructs six new two- and three-story apartment buildings for a total of forty-four new dwelling units as well as a new leasing office. The project includes bioretention basins throughout the site and along with storm drain piping and structures which conveys stormwater from the bioretention areas to the existing storm drain system in three locations. Two will be made to manholes on the south side of the project that tie into the existing 42" main. The third will be to an existing catch basin on the west side of the project.

I.C. Opportunities and Constraints for Stormwater Control

There are a few opportunities on-site which may be used for storm water control measures. The proposed buildings and parking lot can be graded to flow towards adjacent landscaped areas and bioretention facilities. The existing storm drain pipes and structures that cross the property are fairly deep so there is adequate fall to connect to them and install bioretention measures.

The groundwater table is low enough to allow for infiltration into the ground through the bioretention basins. The poor infiltration rate of the native soil limits the quantity of stormwater handled this way, so most of the stormwater runoff will enter the storm drain system after leaving the bioretention basins.

The project will create more than 10,000 SF of impervious surface and will be required per the Municipal Regional Permit (R2-2015-0049) to utilize low impact development treatment measures (LID). The LID treatment measures are infiltration, evapotranspiration, and bioretention.

The project is not within an area subject to hydromodification management.

II. LOW IMPACT DEVELOPMENT DESIGN STRATEGIES

II.A. Bioretention Areas

The project will utilize bioretention basins for both treatment and flow control. Impervious surfaces from the site will sheet flow to perforated curbs adjacent to bioretention areas and allow stormwater to collect, filter, attenuate, and ultimately discharge. Runoff from roofs will collect in downspouts and piped to daylight or bubble up into bioretention areas. A minimum of six (6) inches of ponding

depth is provided for each bioretention area that will store and limit rainwater flow to the storm drain system during normal storm events.

II.B. Tree Credits

Tree Credits will be utilized for a portion of the site to offset nominal onsite sidewalk improvements that cannot be directed into the bioretention areas. These areas are kept to a minimum and include a portion of the project site along the northern edge.

III. DOCUMENTATION OF DRAINAGE DESIGN

The individual watershed sizes, an example BMP Sizing Calculation, individual BMP sizing calculations, and BMP details are included in Appendices C through F. All bioretention areas were sized using the uniform flow method and the four percent (4%) rule as described in Appendix D. These documents are included to ensure that the C.3 provisions of the Municipal regional Permit (MRP) are met by this project and satisfy the stormwater requirements of the City of Milpitas and the County of Santa Clara.

IV. SOURCE CONTROL MEASURES

The following source control measures will be used on site: covered dumpster area drain to sanitary sewer, maintenance, and storm drain labeling. (See Appendix A). These measures will help reduce the pollution entering the stormwater treatment areas and help ensure the efficacy of the treatment measures.

V. STORMWATER FACILITY MAINTENANCE

V.A. Ownership and Responsibility for Maintenance in Perpetuity

All storm water treatment facilities in this plan will be owned and maintained by the property owner, Sunnyhills Investors LLC.

V.B. Summary of Maintenance Requirements for Each Storm water Facility

See the Stormwater Facilities Operation and Maintenance Plan in Appendix G which sets forth a maintenance schedule for each of the treatment facilities built on the site.

VI. PIPE HYDRAULICS AND DRAINAGE SUMMARY

VI.A. Background & Model Criteria

The following section includes a discussion of pipe hydraulics to show the storm drain hydraulic grade line has at least 1 foot of freeboard (per County of Santa Clara requirements) and that the pipe system is sized adequately for a 10-year storm event.

The pipe system was modeled utilizing Storm and Sanitary Analysis extension from AutoCAD Civil 3D 2020 and was performed using the requirements of the City of Milpitas Engineering Guidelines Section XIII. For the purposes of this model, the detention components of this system were considered “full” and were bypassed to develop peak flows in the pipes

The model was run with three points of connection to the existing mains, which were assumed to be full and have a starting HGL at the crown of the existing 12” pipe at the tie in connection in the north west portion of the site. This starting HGL was chosen as the highest of the three POCs. A minimum time of concentration of 10 minutes was assumed for this system. The results of this analysis are attached under Appendix I.

VI.B. Model Results & Conclusions

The peak flow generated in this model is theoretical to show the pipes as designed are sized sufficiently. The results of the analysis show a theoretical total peak flow rate of approximately 7.61 CFS to the discharge points. As there is no surcharging on any portion of the pipes, we can say that the pipes are sufficiently sized.

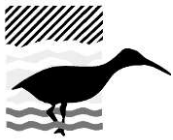
The HGL in the model stays about 2 feet below the rim elevations throughout the majority of the system with only two structures closer to, but still exceeding, the 1 foot of minimum freeboard required.

VII. CERTIFICATIONS

The selection, sizing, and preliminary design of storm water treatment and other control measures in this plan meet the requirements of the Regional Water Quality Control Board Order R2-2015-0049.

APPENDIX A

County of Santa Clara C.3 Form



**Santa Clara Valley
Urban Runoff
Pollution Prevention Program**

Date Form Completed: 03/16/21
Completed by: Gregory Trela

Provision C.3 Data Form

Which Projects Must Comply with Stormwater Requirements?

All projects that create and/or replace **10,000 sq. ft.** or more of impervious surface on the project site must fill out this worksheet and submit it with the development project application.

All restaurants, auto service facilities, retail gasoline outlets, and uncovered parking lot projects (stand-alone or part of another development project, including the top uncovered portion of parking structures) that create and/or replace **5,000 sq. ft.** or more of impervious surface on the project site must also fill out this worksheet.

Interior remodeling projects, routine maintenance or repair projects such as re-roofing and re-paving, and single family homes that are not part of a larger plan of development are **NOT** required to complete this worksheet.

What is an Impervious Surface?

An impervious surface is a surface covering or pavement that prevents the land's natural ability to absorb and infiltrate rainfall/stormwater. Impervious surfaces include, but are not limited to rooftops, walkways, paved patios, driveways, parking lots, storage areas, impervious concrete and asphalt, and any other continuous watertight pavement or covering. Pervious pavement, underlain with pervious soil or pervious storage material (e.g., drain rock), that infiltrates rainfall at a rate equal to or greater than surrounding unpaved areas OR that stores and infiltrates the water quality design volume specified in Provision C.3.d of the Municipal Regional Stormwater Permit (MRP), is not considered an impervious surface.

For More Information

For more information regarding selection of Best Management Practices for stormwater pollution prevention or stormwater treatment contact: _____

1. Project Information

Project Name: Sunnyhills Apartments **APN #** 026-06-009

Project Address: 1724 Sunnyhills Drive, Milpitas CA

Cross Streets: North Milpitas Boulevard and Dixon landing Road

Applicant/Developer Name: Sunnyhills Investors, LLC

Project Phase(s): 1 **of** 1 **Engineer:** SANDIS Civil Engineers

Project Type (Check all that apply): ☐ New Development ☒ Redevelopment

☒ Private ☐ Public

☒ Residential ☐ Commercial ☐ Industrial ☐ Mixed Use ☐ Institutional

☐ Restaurant ☐ Uncovered Parking ☐ Retail Gas Outlet ☐ Auto Service (SIC code) _____

☐ Other _____ (5013-5014, 5541, 7532-7534, 7536-7539)

Project Description: Demolition of existing leasing office and construction of 44 townhomes and new leasing office

Project Watershed/Receiving Water (creek, river or bay): Baylands

2. Project Size

a. Total Site Area: <u>2.28</u> acres		b. Total Site Area Disturbed: <u>2.28</u> acres (including clearing, grading, or excavating)			
Site Totals	Total Existing (Pre-project) Area (ft ²)	Existing Area Retained ¹ (ft ²)	Existing Area Replaced ² (ft ²)	New Area Created ² (ft ²)	Total Post- Project Area (ft ²)
c. Total Impervious Area (IA)	42,576	3,994	38,766	31,849	74,609
d. Total new and replaced impervious area			70,615		
e. Total Pervious Area (PA) ³	59,698				27,665
f. Total Area (IA+PA)	102,274				102,274
g. Percent Replacement of IA in Redevelopment Projects: (Existing IA Replaced ÷ Existing Total IA) x 100% <u>91.05</u> %					

3. State Construction General Permit Applicability:

a. Is #2.b. equal to 1 acre or more?

- ☒ Yes, applicant must obtain coverage under the State Construction General Permit (see https://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.html)
- ☐ No, applicant does not need coverage under the State Construction General Permit.

4. MRP Provision C.3 Applicability:

a. Is #2.d. equal to **10,000** sq. ft. or more, or **5,000** sq. ft. or more for restaurants, auto service facilities, retail gas outlets, and stand-alone uncovered parking?

- ☒ Yes, C.3. source control, site design and treatment requirements apply
- ☐ No, C.3. source control and site design requirements may apply – check with local agency

b. For redevelopment projects, is #2.g. equal to 50% or more?

- ☐ Yes, C.3. requirements (site design and source control, as appropriate, and stormwater treatment) apply to the entire site
- ☒ No, C.3. requirements only apply to the impervious area created and/or replaced

c. Does the project create and/or replace 5,000 sf or more of impervious surface parking?

- ☐ Yes, C.3. requirements may apply to the entire site – check with local agency
- ☐ No

5. Hydromodification Management (HM) Applicability:

a. Does the project create and/or replace one acre or more of impervious surface AND is the total post-project impervious area greater than the pre-project (existing) impervious area?

- ☐ Yes (continue) ☒ No – exempt from HM, go to page 3

b. Is the project located in an area of HM applicability (green area) on the HM Applicability Map? (www.scvurppp.org/hmp-map)

- ☐ Yes, the project must implement HM requirements
- ☒ No, the project is exempt from HM requirements

¹ “Retained” means to leave existing IA in place. An IA that goes through maintenance (e.g., pavement resurfacing/slurry seal/grind), but no change in grade is considered “retained”.

² The “new” and “replaced” IA are based on the total area of the site and not specific locations on site. For example, impervious parking created over a pervious area is not “new” IA, if an equal amount of pervious area replaces IA somewhere else on the site. Constructed IA on a site that does not exceed the total pre-project IA will be considered “replaced” IA. A site will have “new” IA only if the total post-project IA exceeds the total pre-project IA (total post-project IA – total pre-project IA = New IA).

³ Include bioretention areas, infiltration areas, green roofs, and pervious pavement in PA calculations.

6. Selection of Specific Stormwater Control Measures:

Site Design Measures

- ☐ Minimize land disturbed (e.g., protect trees and soil)
- ☐ Minimize impervious surfaces (e.g., reduction in post-project impervious surface)
- ☐ Minimum-impact street or parking lot design (e.g., parking on top of or under buildings)
- ☒ Cluster structures/ pavement
- ☒ Disconnected downspouts (direct runoff from roofs, sidewalks, patios to landscaped areas)
- ☐ Pervious pavement
- ☐ Green roof
- ☒ Other self-treating⁴ area (e.g., landscaped areas)
- ☐ Self-retaining⁴ area
- ☒ Interceptor trees³
- ☐ Rainwater harvesting and use (e.g., rain barrel, cistern for designated use)⁵
- ☐ Preserved open space: _____ ac. or sq. ft. (circle one)
- ☐ Protected riparian and wetland areas/buffers (Setback from top of bank: _____ ft.)
- ☐ Other _____

Source Control Measures

- ☐ Wash area/racks, drain to sanitary sewer⁵
- ☒ Covered dumpster area, drain to sanitary sewer⁶
- ☐ Sanitary sewer connection or accessible cleanout for swimming pool/spa/fountain⁶
- ☐ Beneficial landscaping (minimize irrigation, runoff, pesticides and fertilizers; promotes treatment)
- ☐ Outdoor material storage protection
- ☐ Covers, drains for loading docks, maintenance bays, fueling areas
- ☒ Maintenance (pavement sweeping, catch basin cleaning, good housekeeping)
- ☒ Storm drain labeling
- ☐ Other _____

Treatment Measures

- ☐ None (all impervious surface drains to self-retaining areas)
- #### ***LID Treatment***
- ☒ Bioretention area
 - ☐ Flow-through planter
 - ☐ Tree Well Filter or Trench with bioretention soils
 - ☐ Rainwater harvest/use (e.g., cistern or rain barrel for designated use, sized for C.3.d treatment)
 - ☐ Infiltration trench
 - ☐ Infiltration well/dry well
 - ☐ Subsurface Infiltration System (e.g. vault or large diameter conduit over drain rock)
 - ☐ Other _____

Non-LID Treatment Methods

- ☐ Proprietary high flow rate tree box filter⁷
- ☐ Proprietary high flow media filter (sand, compost, or proprietary media)⁷
- ☐ Vegetated filter strip⁸
- ☐ Extended detention basin⁸
- ☐ Vegetated swale⁸
- ☐ Other _____

Flow Duration Controls for Hydromodification Management (HM)

- ☐ Extended Detention basin
- ☐ Underground tank or vault
- ☒ Bioretention with outlet control
- ☐ Other _____

⁴ See SCVURPPP C3 Handbook for definitions. <https://scvurppp.org/2016/06/20/c-3-stormwater-handbook-june-2016/>

⁵ Optional site design measure; does not have to be sized to comply with Provision C.3.d treatment requirements.

⁶ Subject to sanitary sewer authority requirements.

⁷ These treatment measures are only allowed if the project qualifies as a "Special Project".

⁸ These treatment measures are only allowed as part of a multi-step treatment process (i.e., for pretreatment).

7. Stormwater Treatment Measure (STM) Sizing for Projects with Treatment Requirements

Stormwater Treatment Measure (STM)	Hydraulic Sizing Criteria Used*
Bioretention	2c
	Choose from list
	Choose from list
	Choose from list

*Key: 1a: Volume – WEF Method
 1b: Volume – CASQA BMP Handbook Method
 2a: Flow – Factored Flood Flow Method
 2b: Flow – CASQA BMP Handbook Method
 2c: Flow – Uniform Intensity Method
 3: Combination Flow and Volume Design Basis

8. Alternative Certification: Was the treatment system sizing and design reviewed by a qualified third-party professional that is not a member of the project team or agency staff?

☐ Yes ☒ No Name of Third-party Reviewer _____

9. Operation & Maintenance Information

A. Property Owner's Name Sunnyhills Investors LLC
 B. Responsible Party for Stormwater Treatment/Hydromodification Control O&M:
 a. Name: Megan Kehriotis
 b. Address: 100 Saratoga Ave, Suite 300 Santa Clara, CA 95051
 c. Phone/E-mail: 408-249-2500/megan@jmkinvestments.com

This section to be completed by Municipal staff.

O&M Responsibility Mechanism

Indicate how responsibility for O&M is assured. Check all that apply:

- ☐ O&M Agreement
☐ Other mechanism that assigns responsibility (describe below):

This section to be completed by Municipal staff (Note: This is an optional section that agencies should modify per their internal review and tracking process.)

Reviewed By:

Community Development Department

Planning Division: _____

Building Division: _____

Public Works Department

Engineering: _____

Other (Specify): _____

Return form to: _____

Data entry performed by: _____

APPENDIX B

Soil Classification

REPORT TO

**SUNNYHILLS INVESTORS LLC
SANTA CLARA, CALIFORNIA**

FOR

**PROPOSED TOWNHOMES
1724 SUNNYHILLS DRIVE
MILPITAS, CALIFORNIA**

**GEOTECHNICAL INVESTIGATION
NOVEMBER 2020**

PREPARED BY

**SILICON VALLEY SOIL ENGINEERING
1916 O'TOOLE WAY
SAN JOSE, CALIFORNIA**

SILICON VALLEY SOIL ENGINEERING

GEOTECHNICAL CONSULTANTS

File No. SV1772
November 2, 2020

Sunnyhills Investors LLC
100 Saratoga Avenue, Ste. 300
Santa Clara, CA 95051

Attention: Mr. John Kehriotis

Subject: Proposed Townhomes
APN 026-06-009
1724 Sunnyhills Drive
Milpitas, California
GEOTECHNICAL INVESTIGATION

Dear Mr. Kehriotis:

Pursuant to your request, we are pleased to transmit herein the results of our geotechnical investigation for the proposed townhomes. The subject site is located at 1724 Sunnyhills Drive in Milpitas, California.

Our findings indicate that the site is suitable for the proposed development provided the recommendations contained in this report are carefully followed. Our field reconnaissance, drilling, sampling, and laboratory testing of the surface and subsurface material evaluate the suitability of the site. The following report details our investigation, outlines our findings, and presents our conclusions based on those findings.

If you have any questions or require additional information, please feel free to contact our office at your convenience.

Very truly yours,

SILICON VALLEY SOIL ENGINEERING



Sean Deivert
Project Manager


Vien Vo, P.E.

SV1772.GI2/Copies: 1 to Sunnyhills Investors LLC

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CORROSIVITY TESTS SUMMARY

SANTA CLARA VALLEY WATER DISTRICT DRILLING PERMIT

INTRODUCTION

Per your authorization, Silicon Valley Soil Engineering (SVSE) conducted a geotechnical investigation. The purpose of this investigation was to determine the nature of the surface and subsurface soil conditions at the project site through field investigations and laboratory testing. This report presents an explanation of investigative procedures, results of the testing program, our conclusions, and our recommendations for earthwork and foundation design to adapt the proposed development to the existing soil conditions.

PROJECT LOCATION AND DESCRIPTION

The project site is located at 1724 Sunnyhills Drive in Milpitas, California (Figure 1 – Vicinity Map). Existing commercial/retail developments bounds the subject site to the west, Dixon Landing Road to the north, and existing residential developments to the east and south. At the time of our investigation, the site was an irregular shaped, relatively flat parcel of land occupied by multi-unit apartments. Access to the subject property is provided by Sunnyhills Drive from Dixon Landing Road and Sunnyhills Court on Milpitas Boulevard. Based on the preliminary plan prepared by the Project Architect for the subject site, the proposed development, eastern portion of the parcel, will include the removal of the existing structures and construction of townhomes with associated improvements. Location of the proposed townhomes and our borings are shown on the Figure 2 – Site Plan.

FIELD INVESTIGATION

After considering the nature of the proposed development and reviewing available data on the area, a field investigation was conducted at the project site under the direction of our geotechnical engineer. It included a site reconnaissance to detect any unusual surface features, the drilling of five exploratory test borings to

determine the subsurface soil characteristics, and the sounding of three penetration tests (CPTs) per ASTM D5778. The borings were drilled and the CPTs were advanced on May 1, 2018. The approximate location of the borings and CPTs is shown on the Site Plan (Figure 2). The borings were drilled to the depths of 20 feet and the CPTs were advanced to the depths of 50 feet below the existing ground surface. The borings were drilled with a truck mounted drill rig using 6-inch diameter solid stem augers.

The soils encountered were logged continuously in the field during the drilling operations. Relatively undisturbed soil samples were obtained by hammering a 2.0-inch outside diameter (O.D.) split-tube sampler for a Standard Penetration Test (SPT), ASTM Standard D1586 into the ground at various depths. A 140-pound hammer with a free fall of 30 inches was used to drive the sampler 18 inches into the ground. Blow counts were recorded on each 6-inch increment of the sampled interval. The blows required for advancing the sampler the last 12 inches of the 18 inch sampled interval were recorded on the boring logs as penetration resistance.

In addition, disturbed bulk samples of the near-surface soil were collected for laboratory analyses. The Exploratory Boring Log contained in the Appendix are a graphic representation of the encountered soil profile; and also show the depths at which the relatively undisturbed soil samples were obtained.

LABORATORY INVESTIGATION

A laboratory-testing program was performed to determine the physical and engineering properties of the soils underlying the site.

1. Moisture content and dry density tests were performed on the relatively undisturbed soil samples in order to determine soil consistency and the moisture variation throughout the explored soil profile (Table I).

2. The strength parameters of the foundation soils were determined from direct shear tests that were performed on selected relatively undisturbed soil samples (Table I).
3. Atterberg Limits tests were also performed on the near-surface soil to assist in the classification of these soils and to obtain an evaluation of their expansion and shrinkage potential (Figure 4).
4. Laboratory compaction tests of the native soil material were performed to determine the maximum dry density per the ASTM D1557 test procedure (Figure 5).
5. One R-Value test was performed on a near surface soil sample for pavement section design recommendations (Figure 6).
6. Two soil samples collected were submitted to Cooper Testing Lab for corrosivity analysis (Page 18).

The results of the laboratory-testing program are presented in the Tables and Figures at the end of this report.

SOIL CONDITIONS

In Boring B-1, the surface soil consists of 3.0 inches of organic material. Below the organic layer to a depth of 3 feet, a black, moist, very stiff silty clay layer was encountered. From the depths of 3 feet to 8 feet, the soil became dark gray, moist, very stiff silty clay. A color change of brown was noted at a depth of 5 feet. From the depths of 8 feet to 13 feet, a tan brown, moist, very stiff clayey silt layer was encountered. From the depths of 13 feet to 18 feet, a reddish brown, moist, stiff silty clay layer was encountered. From the depths of 18 feet to the end of the boring at 20 feet, the soil became brown, moist, medium dense silty sand. The

sand was medium grained and poorly graded. Similar soil profiles were encountered in other borings.

Groundwater was initially encountered in all borings at the depth of 19 feet and stabilized to static level of 15 feet after the completion of the drilling operation. It should be noted that the groundwater table would fluctuate as a result of seasonal changes and hydrogeologic variations such as groundwater pumping and/or recharging. A detailed description of the soil profiles encountered is presented in Exploratory Boring Log contained in the Appendix.

GENERAL GEOLOGY

The site lies in the Santa Clara Valley, which is part of the Coast Ranges geological province. The Santa Clara Valley occupies the structural trough formed by two northwest trending mountain ranges; the Santa Cruz Mountains to the southwest of the valley and the Diablo Range to the northeast. The Diablo Range is predominantly composed of Franciscan Formation, which is uppermost Jurassic to lower Upper Cretaceous eugosynclinal assemblage. The Santa Cruz Mountains are predominantly composed of material formed of Cenozoic shelf and slope deposits. A thick blanket of latest Cretaceous and Tertiary clastic sedimentary rocks and isolated intrusions of serpentine covers large parts of the province. Folds, thrust faults, steep reverse faults, and strikeslip faults developed as a consequence of Cenozoic deformations that occur very often within the province and some of them are continuing today (CDMG; 1966).

Sedimentary marine strata alternating with non-marine strata record the Quaternary history of the region. The changes of the depositional environment are related to the fluctuation of sea level corresponding to the glacial and interglacial periods. Late Quaternary deposits fill the center of the Santa Clara Valley and most of the strata are of continental origin characterized as alluvial

and fluvial materials. The project site is underlain by fluvial deposits (Helley and Brabb, 1971, Rogers & Williams, 1974).

LIQUEFACTION ANALYSIS

A. GROUNDWATER

Groundwater was initially encountered in all borings at a depth of 19 feet and rose to a static level of 15 feet at the end of the drilling operation. Based on the State guidelines and CGS Seismic Hazard Zone Report 051 [Seismic Hazard Evaluation of the Milpitas 7.5-Minute Quadrangle, Alameda and Santa Clara Counties, California. 2001 (1/13/06). Department Of Conservation. Division of Mines and Geology], the highest expected groundwater level is approximately 15 feet below ground elevation. Therefore, this depth of the groundwater table will be used for the liquefaction analysis.

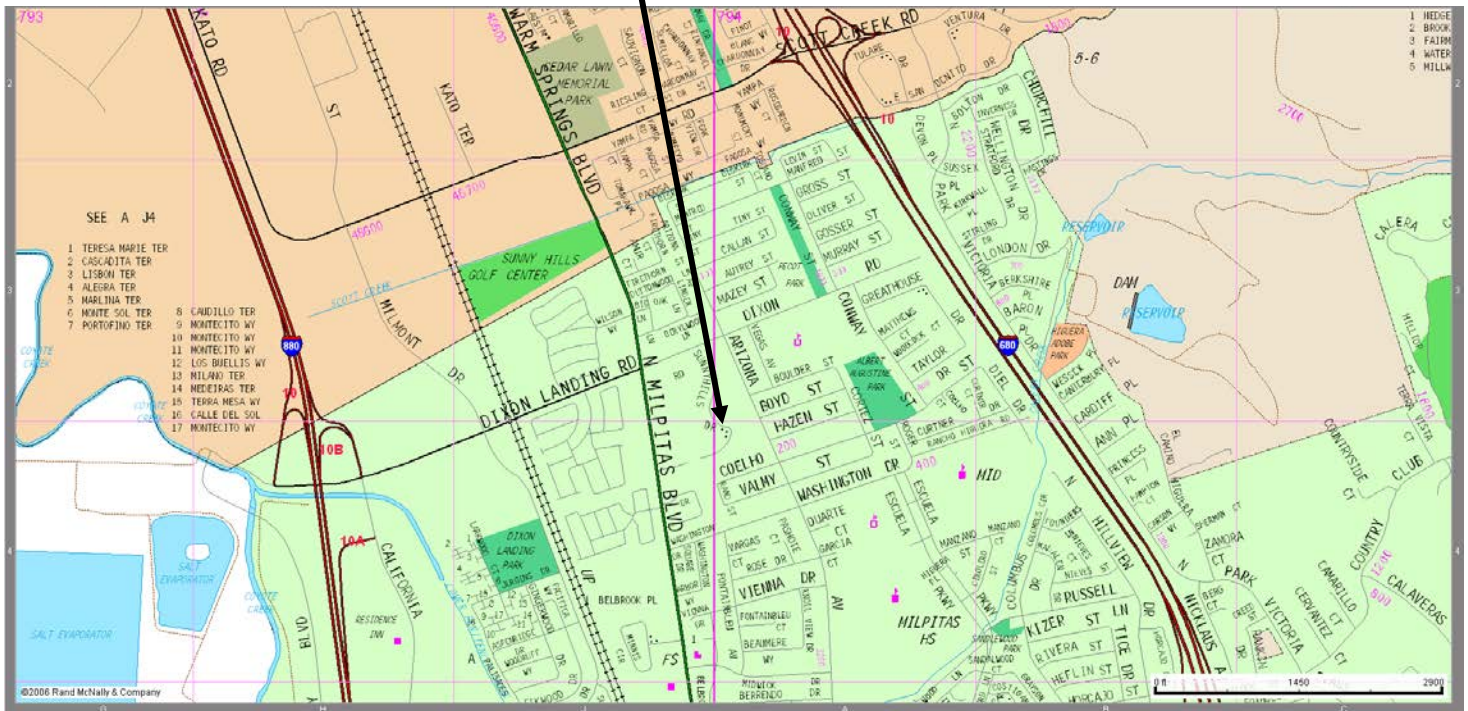
B. SUSPECTED LIQUEFIABLE SOIL LAYERS

A computer program named LiquefyPro Version 5.8n (CivilTech Corporation) was used in the liquefaction analysis for CPT-1, CPT-2, and CPT-3. This program is based on the most recent publications of NCEER Workshop and procedure outline in SP117 Implementation. The results show that no potential liquefiable soil layers were identified by LiquefyPro. The liquefaction analysis for CPT-1, CPT-2, and CPT-3 are shown on Figure 7, 8, and 9.

C. CONCLUSION

Since there is no liquefiable soil layer underlying the subject site, the potential for liquefaction is minimal.

SITE



Silicon Valley Soil
Engineering

1916 O'Toole Way
San Jose, CA 95131
(408) 324-1400

VICINITY MAP

Proposed Townhomes

1724 Sunnyhills Drive
Milpitas, California

File No.: SV1772

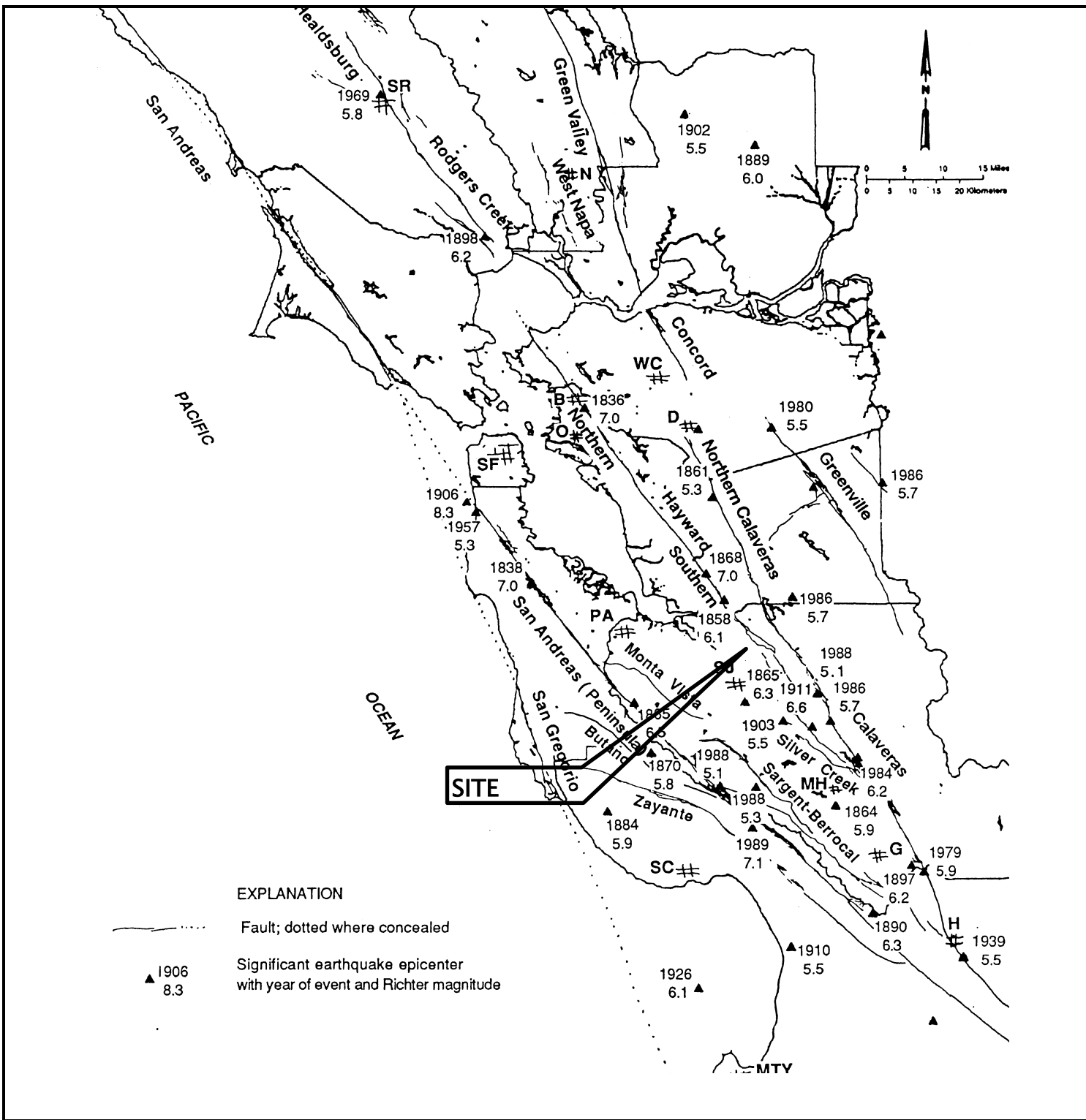
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Scale: NOT TO SCALE

FIGURE

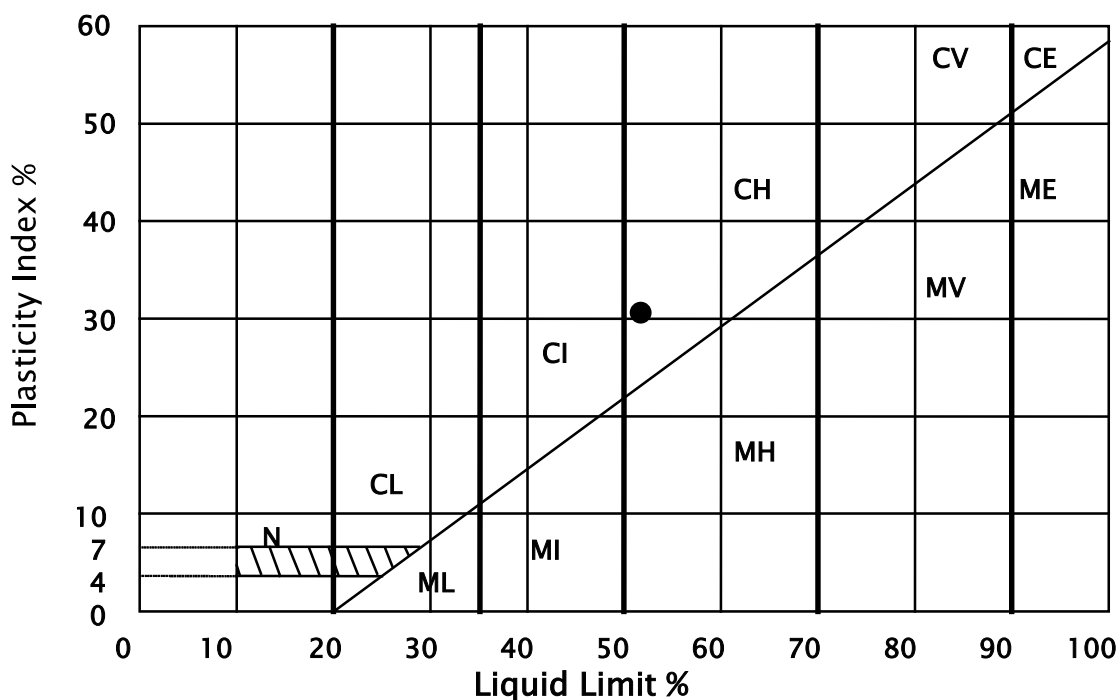
1

November
2020



Silicon Valley Soil Engineering 1916 O'Toole Way San Jose, CA 95131 (408) 324-1400	FAULT LOCATION MAP Proposed Townhomes 1724 Sunnyhills Drive Milpitas, California	File No.: SV1772	FIGURE 3 November 2020
		Drawn by: V.V.	
		Scale: NOT TO SCALE	

PLASTICITY CHART

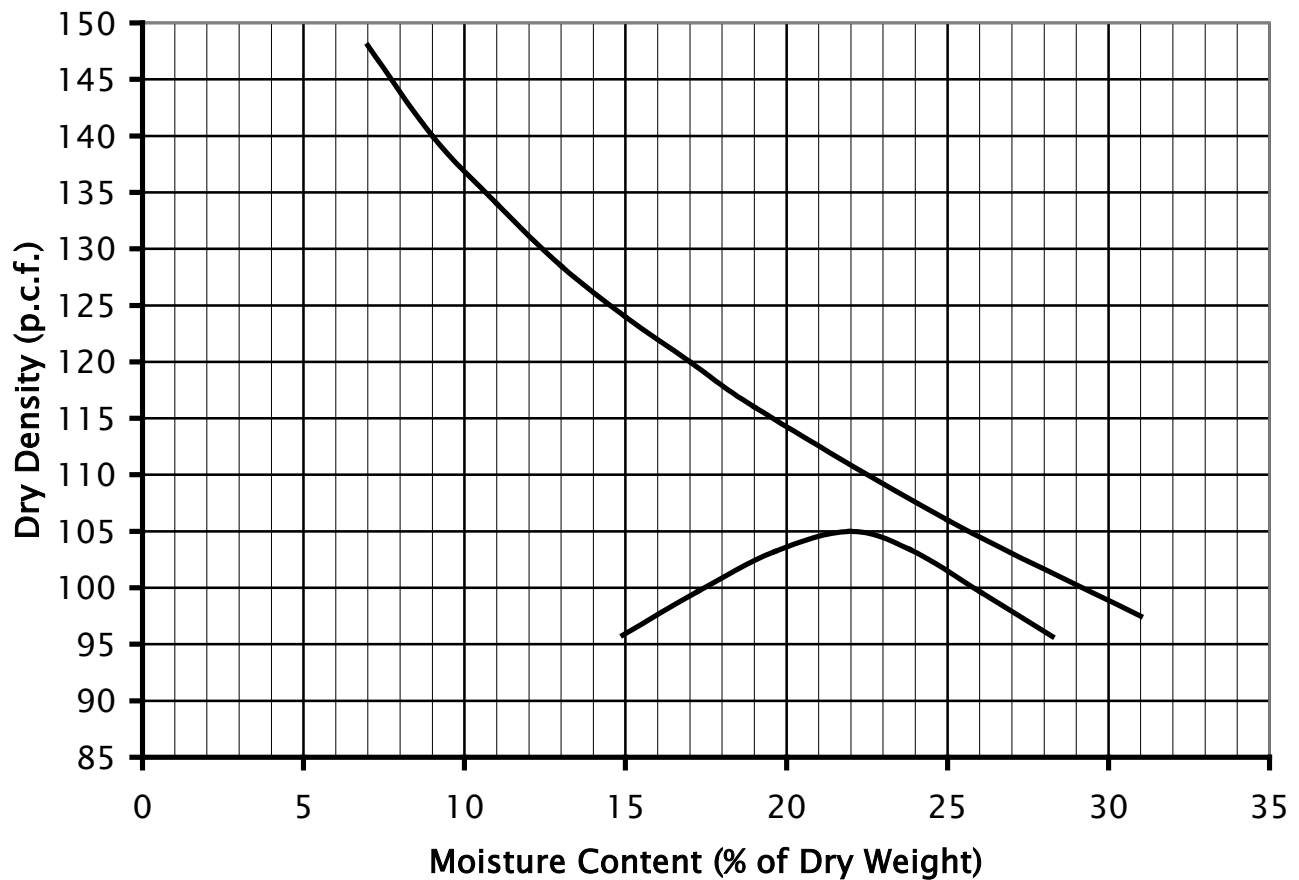


PLASTICITY DATA

Key Symbol	Hole No.	Depth (ft.)	Liquid Limit %	Plasticity Index %	Unified Soil Classification Symbol *
●	BAG A	0-1	52	31	CH

*Soil type classification Based on British suggested revisions to Unified Soil Classification System

Silicon Valley Soil Engineering 1916 O'Toole Way San Jose, CA 95131 (408) 324-1400	PLASTICITY INDEX Proposed Townhomes 1724 Sunnyhills Drive Milpitas, California	File No.: SV1772	FIGURE 4
		Drawn by: V.V.	
		Scale: NOT TO SCALE	November 2020



SAMPLE: A

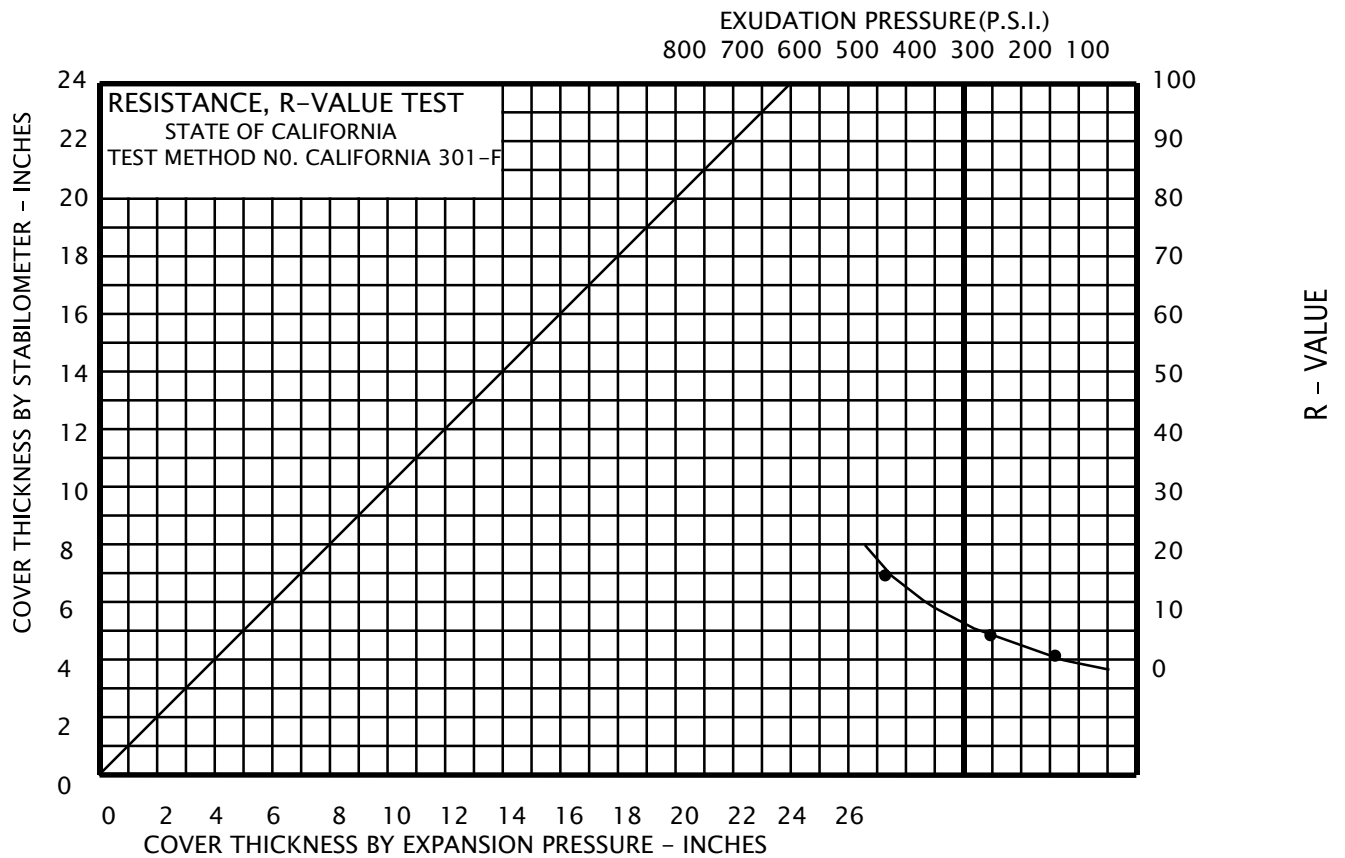
DESCRIPTION: Black Silty CLAY

LABORATORY TEST PROCEDURE: ASTM D1557

MAXIMUM DRY DENSITY: 105.0 p.c.f.

OPTIMUM MOISTURE CONTENT: 22.0 %

Silicon Valley Soil Engineering 1916 O'Toole Way San Jose, CA 95131 (408) 324-1400	COMPACTION TEST A Proposed Townhomes 1724 Sunnyhills Drive Milpitas, California	File No. SV1772	FIGURE 5
		Drawn by: V.V.	
		Scale: NOT TO SCALE	November 2020



SAMPLE: A
DESCRIPTION: Black Silty CLAY

SPECIMEN	A	B	C
EXUDATION PRESSURE (P.S.I.)	149.0	251.0	449.0
EXPANSION DIAL (.0001")	9.0	14.0	20.0
EXPANSION PRESSURE (P.S.F.)	45.0	76.0	94.0
RESISTANCE VALUE, "R"	1.0	4.0	15.0
% MOISTURE AT TEST	20.7	18.0	17.6
DRY DENSITY AT TEST (P.C.F.)	106.7	108.5	111.2
R-VALUE AT 300 P.S.I. EXUDATION PRESSURE	= (6)		

Silicon Valley Soil Engineering 1916 O'Toole Way San Jose, CA 95131 (408) 324-1400	R-VALUE TEST Proposed Townhomes 1724 Sunnyhills Drive Milpitas, California	File No. SV1772	FIGURE 6
		Drawn by: V.V.	
		Scale: NOT TO SCALE	November 2020

LIQUEFACTION ANALYSIS

SV1772 - Proposed Townhomes

Hole No.=CPT-1 Water Depth=15 ft Surface Elev.=100

Magnitude=7.9
Acceleration=0.747g



CivilTech Corporation

1724 Sunnyhills Drive, Milpitas, CA.

Plate A-1

Silicon Valley Soil
Engineering

1916 O'Toole Way
San Jose, CA 95131
(408) 324-1400

LIQUEFACTION ANALYSIS
CPT-1
Proposed Townhomes

1724 Sunnyhills Drive
Milpitas, California

File No. SV1772

Drawn by: V.V.

Scale: NOT TO SCALE

FIGURE

7

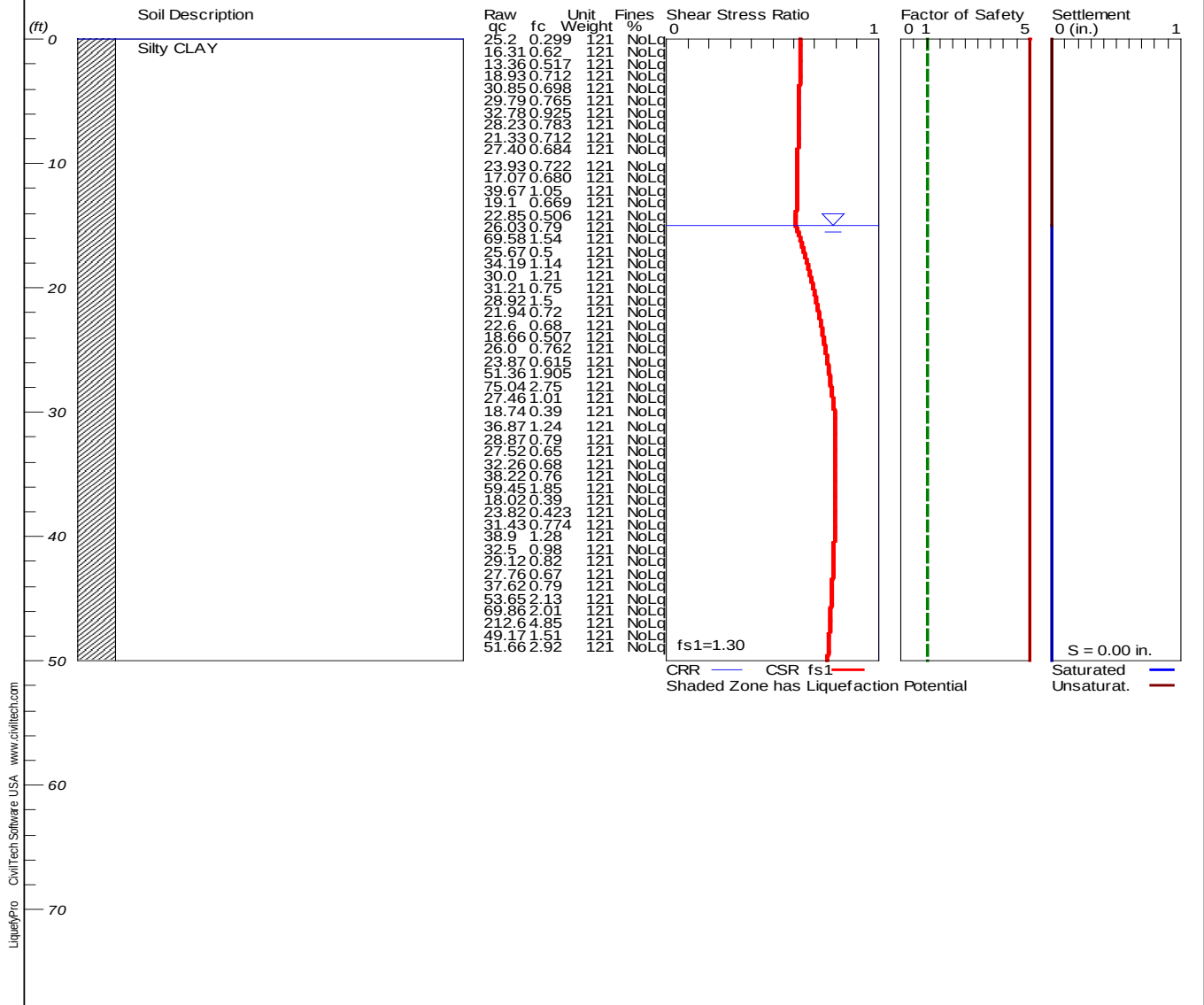
November
2020

LIQUEFACTION ANALYSIS

SV1772 - Proposed Townhomes

Hole No.=CPT-2 Water Depth=15 ft Surface Elev.=100

Magnitude=7.9
Acceleration=0.747g



CivilTech Corporation

1724 Sunnyhills Drive, Milpitas, CA.

Plate A-1

Silicon Valley Soil
Engineering

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San Jose, CA 95131
(408) 324-1400

LIQUEFACTION ANALYSIS
CPT-2
Proposed Townhomes

1724 Sunnyhills Drive
Milpitas, California

File No. SV1772

Drawn by: V.V.

Scale: NOT TO SCALE

FIGURE

8

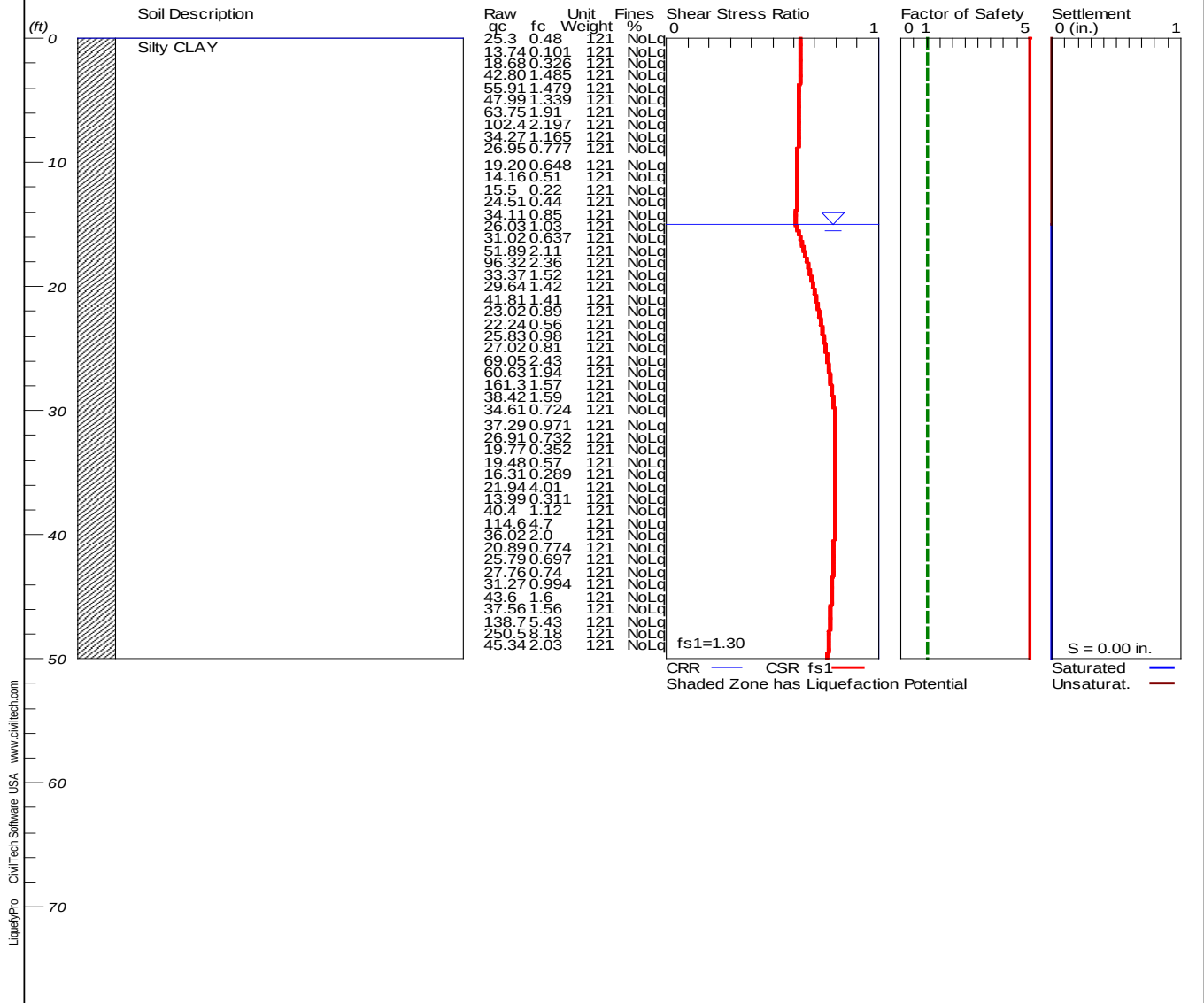
November
2020

LIQUEFACTION ANALYSIS

SV1772 - Proposed Townhomes

Hole No.=CPT-3 Water Depth=15 ft Surface Elev.=100

Magnitude=7.9
Acceleration=0.747g



CivilTech Corporation

1724 Sunnyhills Drive, Milpitas, CA.

Plate A-1

Silicon Valley Soil
Engineering

1916 O'Toole Way
San Jose, CA 95131
(408) 324-1400

LIQUEFACTION ANALYSIS
CPT-3
Proposed Townhomes

1724 Sunnyhills Drive
Milpitas, California

File No. SV1772

Drawn by: V.V.

Scale: NOT TO SCALE

FIGURE

9

November
2020

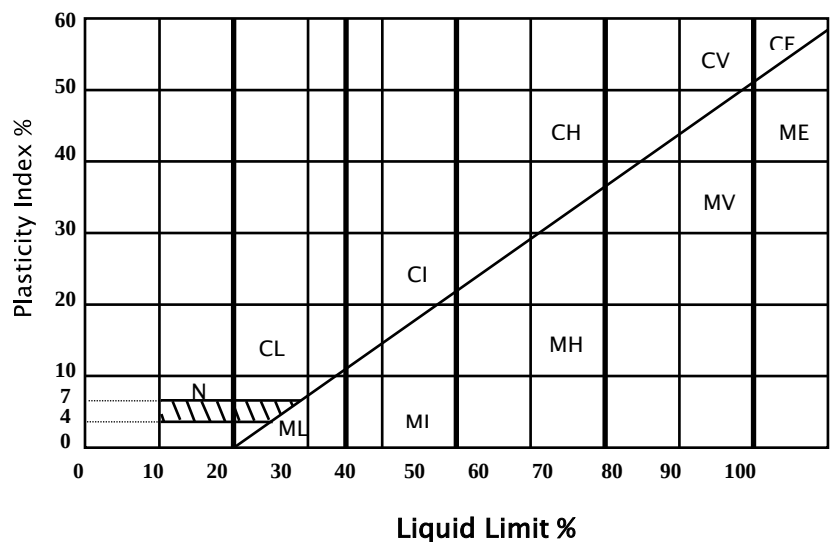
METHOD OF SOIL CLASSIFICATION CHART

MAJOR DIVISIONS		SYMBOL		TYPICAL NAMES
COARSE GRAINED SOILS (More than 1/2 of soil > no. 200 sieve size)	<u>GRAVELS</u>	GW		Well graded gravel or gravel-sand mixtures, little or no fines
	(More than 1/2 of coarse fraction > no. 4 sieve size)	GP		Poorly graded gravel or gravel-sand moistures, little or no fines
		GM		Silty gravels, gravel-sand-silt mixtures
		GC		Clayey Gravels, gravel-sand-clay mixtures
	<u>SANDS</u>	SW		Well graded sands or gravelly sands, no fines
	(More than 1/2 of coarse fraction < no. 4 sieve size)	SP		Poorly graded sands or gravelly sands, no fines
		SM		Silty sands, sand-silt mixtures
		SC		Clayey sands, sand-clay mixtures
FINE GRAINED SOILS (More than 1/2 of soil < no. 200 sieve size)	<u>SILTS & CLAYS</u>	ML		Inorganic silts and very fine sand, rock, flour, silty or clayey fine sand or clayey silt/slight plasticity
	<u>LL < 50</u>	CL		Inorganic clay of low to medium plasticity, gravelly clays, sandy clay, silty clay, lean clays
		OL		Organic silty and organic silty clay of low plasticity
	<u>SILTS & CLAYS</u>	MH		Inorganic silts, micaceous or diatocaceous fine sandy, or silty soils, elastic silt
	<u>LL > 50</u>	CH		Inorganic clays of high plasticity, fat clays
		OH		Organic clays of medium to high plasticity, organic silty clays, organic silts
<u>HIGHLY ORGANIC SOIL</u>		PT		Peat and other highly organic soils

CLASSIFICATION CHART – UNIFIED SOIL CLASSIFICATION SYSTEM

CLASSIFICATION	RANGE OF GRAIN SIZES	
	U.S. Standard Sieve Size	Grain Size In Millimeters
BOULDERS	Above 12"	Above 305
COBBLES	12" to 3"	305 to 76.2
GRAVELS Coarse Fine	3" to No. 4	76.2 to 4.76
	3" to 3/4"	76.2 to 19.1
	3/4" to No. 4	19.1 to 4.76
SAND Coarse Medium Fine	No. 4 to No. 200	4.76 to 0.074
	No. 4 to No. 10	4.76 to 2.00
	No.10 to No. 40	2.00 to 0.420
	No.40 to No. 200	0.420 to 0.074
SILT AND CLAY	Below No. 200	Below 0.074

PLASTICITY INDEX CHART



Method of Soil Classification Chart

SILICON VALLEY SOIL ENGINEERING

Project: Proposed Townhomes
Project Location: 1724 Sunnyhills Drive
 Milpitas, California
Project Number: SV1772

Silicon Valley Soil Engineering
 2391 Zanker Road, Suite 350
 San Jose, CA 95131
 (408) 324-1400

Key to Log of Boring

Sheet 1 of 1

Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Dry Unit Weight, pcf	Direct Shear Test - Cohesion in ksf	Direct Shear Test - Internal Friction Angle in degrees	Liquid Limit - LL, %	Plasticity Index - PI, %
1	2	3	4	5	6	7	8	9	10	11	12	13

COLUMN DESCRIPTIONS

- | | |
|---|--|
| <p>1 Depth (feet): Depth in feet below the ground surface.</p> <p>2 Sample Type: Type of soil sample collected at the depth interval shown.</p> <p>3 Sample Number: Sample identification number.</p> <p>4 Sampling Resistance, blows/ft: Number of blows to advance driven sampler one foot (or distance shown) beyond seating interval using the hammer identified on the boring log.</p> <p>5 Material Type: Type of material encountered.</p> <p>6 Graphic Log: Graphic depiction of the subsurface material encountered.</p> <p>7 MATERIAL DESCRIPTION: Description of material encountered. May include consistency, moisture, color, and other descriptive text.</p> <p>8 Water Content, %: Water content of the soil sample, expressed as percentage of dry weight of sample.</p> | <p>9 Dry Unit Weight, pcf: Dry weight per unit volume of soil sample measured in laboratory, in pounds per cubic foot.</p> <p>10 Direct Shear Test - Cohesion in ksf: Cohesion is the y-axis intercept of the failure envelope tangent to the Mohr circles.</p> <p>11 Direct Shear Test - Internal Friction Angle in degrees: The internal friction angle (Phi) is the angle inclination of the failure envelope.</p> <p>12 Liquid Limit - LL, %: Liquid Limit, expressed as a water content.</p> <p>13 Plasticity Index - PI, %: Plasticity Index, expressed as a water content.</p> |
|---|--|

FIELD AND LABORATORY TEST ABBREVIATIONS

CHEM: Chemical tests to assess corrosivity
 COMP: Compaction test
 CONS: One-dimensional consolidation test
 LL: Liquid Limit, percent

PI: Plasticity Index, percent
 SA: Sieve analysis (percent passing No. 200 Sieve)
 UC: Unconfined compressive strength test, Qu, in ksf
 WA: Wash sieve (percent passing No. 200 Sieve)

MATERIAL GRAPHIC SYMBOLS

 Fat CLAY, CLAY w/SAND, SANDY CLAY (CH)

 Lean CLAY, CLAY w/SAND, SANDY CLAY (CL)

 SILTY CLAY (CL-ML)

 Grass and/or topsoil

 Poorly graded SAND (SP)

TYPICAL SAMPLER GRAPHIC SYMBOLS

 Auger sampler

 Bulk Sample

 3-inch-OD California w/ brass rings

 CME Sampler

 Grab Sample

 2.5-inch-OD Modified California w/ brass liners

 Pitcher Sample

 2-inch-OD unlined split spoon (SPT)

 Shelby Tube (Thin-walled, fixed head)

OTHER GRAPHIC SYMBOLS

 Water level (at time of drilling, ATD)

 Water level (after waiting)

 Minor change in material properties within a stratum

 Inferred/gradational contact between strata

 Queried contact between strata

GENERAL NOTES

- Soil classifications are based on the Unified Soil Classification System. Descriptions and stratum lines are interpretive, and actual lithologic changes may be gradual. Field descriptions may have been modified to reflect results of lab tests.
- Descriptions on these logs apply only at the specific boring locations and at the time the borings were advanced. They are not warranted to be representative of subsurface conditions at other locations or times.

Project: Proposed Townhomes Project Location: 1724 Sunnyhills Drive Milpitas, California Project Number: SV1772	Silicon Valley Soil Engineering 2391 Zanker Road, Suite 350 San Jose, CA 95131 (408) 324-1400	Log of Boring B-1 Sheet 1 of 1
---	---	---

Date(s) Drilled 05/01/18	Logged By V.V.	Checked By
Drilling Method Solid Stem Auger	Drill Bit Size/Type 4-inch	Total Depth of Borehole 20.0 feet
		Approximate Surface Elevation feet
Groundwater Level and Date Measured 15 feet (05/01/2018)	Sampling Method(s) Modified California	Hammer Data 140 lbs
Borehole Backfill Grout	Location	

Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Dry Unit Weight, pcf	Direct Shear Test - Cohesion in ksf	Direct Shear Test - Internal Friction Angle in degrees	Liquid Limit - LL, %	Plasticity Index - PI, %
0.25				Grass		3.0 inches of organic material						
1		1-1	32	CH		Black Silty CLAY Moist, very stiff	19.2	102.4	0.8	12		
3		1-2	55+	CL		Dark Gray Silty CLAY Moist, very stiff	16.3	117.0				
5						Color changed to brown						
8		1-3	33	CL-ML		Tan Brown Clayey SILT Moist, very stiff	15.7	116.8				
10												
13		1-4	20	CL		Reddish Brown Silty CLAY Moist, stiff	17.2	108.2				
15						Stablized at drilling completion						
18		1-5	22	SP		Brown Silty SAND Moist, medium dense	20.0	103.1				
20						SAND: medium-grained, poorly graded First encountered						
						Boring terminated at 20.0 feet						
25												
30												

Project: Proposed Townhomes Project Location: 1724 Sunnyhills Drive Milpitas, California Project Number: SV1772	Silicon Valley Soil Engineering 2391 Zanker Road, Suite 350 San Jose, CA 95131 (408) 324-1400	Log of Boring B-2 Sheet 1 of 1
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Date(s) Drilled 05/01/18	Logged By V.V.	Checked By
Drilling Method Solid Stem Auger	Drill Bit Size/Type 4-inch	Total Depth of Borehole 20.0 feet
		Approximate Surface Elevation feet
Groundwater Level and Date Measured 15 feet (05/01/2018)	Sampling Method(s) Modified California	Hammer Data 140 lbs
Borehole Backfill Grout	Location	

Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Dry Unit Weight, pcf	Direct Shear Test - Cohesion in ksf	Direct Shear Test - Internal Friction Angle in degrees	Liquid Limit - LL, %	Plasticity Index - PI, %
0.25				Grass		3.0 inches of organic material						
1		2-1	30	CH		Black Silty CLAY Moist, very stiff	18.7	101.2				
3		2-2	47	CL		Dark Gray Silty CLAY Moist, very stiff	15.5	114.4				
5						Color changed to brown						
8		2-3	34	CL-ML		Tan Brown Clayey SILT Moist, very stiff	16.2	115.6				
10												
13		2-4	22	CL		Reddish Brown Silty CLAY Moist, stiff	16.0	107.9				
15						Stablized at drilling completion						
18		2-5	23	SP		Brown Silty SAND Moist, medium dense	17.3	102.7				
20						SAND: medium-grained, poorly graded Boring terminated at 20.0 feet						
25												
30												

Project: Proposed Townhomes Project Location: 1724 Sunnyhills Drive Milpitas, California Project Number: SV1772	Silicon Valley Soil Engineering 2391 Zanker Road, Suite 350 San Jose, CA 95131 (408) 324-1400	Log of Boring B-3 Sheet 1 of 1
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Date(s) Drilled 05/01/18	Logged By V.V.	Checked By
Drilling Method Solid Stem Auger	Drill Bit Size/Type 4-inch	Total Depth of Borehole 20.0 feet
		Approximate Surface Elevation feet
Groundwater Level and Date Measured 15 feet (05/01/2018)	Sampling Method(s) Modified California	Hammer Data 140 lbs
Borehole Backfill Grout	Location	

Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Dry Unit Weight, pcf	Direct Shear Test - Cohesion in ksf	Direct Shear Test - Internal Friction Angle in degrees	Liquid Limit - LL, %	Plasticity Index - PI, %
0				Asphalt		3.0 inches of Asphalt Concrete (AC)						
				CH		4.0 inches of Aggregate Base (AB)						
	3-1	31				Black Silty CLAY Moist, very stiff	19.5	102.4				
	3-2	45		CL		Dark Gray Silty CLAY Moist, very stiff	16.0	113.8				
5						Color changed to brown						
	3-3	33		CL-ML		Tan Brown Clayey SILT Moist, very stiff	16.9	113.3				
10												
	3-4	24		CL		Reddish Brown Silty CLAY Moist, stiff	15.2	106.7				
15						Stablized at drilling completion						
	3-5	26				First encountered	17.1	103.1				
20						Boring terminated at 20.0 feet						
25												
30												

Project: Proposed Townhomes Project Location: 1724 Sunnyhills Drive Milpitas, California Project Number: SV1772	Silicon Valley Soil Engineering 2391 Zanker Road, Suite 350 San Jose, CA 95131 (408) 324-1400	Log of Boring B-4 Sheet 1 of 1
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Date(s) Drilled 05/01/18	Logged By V.V.	Checked By
Drilling Method Solid Stem Auger	Drill Bit Size/Type 4-inch	Total Depth of Borehole 20.0 feet
		Approximate Surface Elevation feet
Groundwater Level and Date Measured 15 feet (05/01/2018)	Sampling Method(s) Modified California	Hammer Data 140 lbs
Borehole Backfill Grout	Location	

Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Dry Unit Weight, pcf	Direct Shear Test - Cohesion in ksf	Direct Shear Test - Internal Friction Angle in degrees	Liquid Limit - LL, %	Plasticity Index - PI, %
0.25				Grass		3.0 inches of organic material						
				CH		Black Silty CLAY						
		4-1	22			Moist, very stiff	20.5	105.0				
				CL		Dark Gray Silty CLAY						
		4-2	27			Moist, very stiff	17.1	115.3				
5						Color changed to brown						
		4-3	32				16.0	111.7				
10						Color changed to reddish brown						
		4-4	16				19.4	111.6				
15						Stablized at drilling completion						
		4-5	37			First encountered	18.7	112.7				
20						Boring terminated at 20.0 feet						
25												
30												

Project: Proposed Townhomes Project Location: 1724 Sunnyhills Drive Milpitas, California Project Number: SV1772	Silicon Valley Soil Engineering 2391 Zanker Road, Suite 350 San Jose, CA 95131 (408) 324-1400	Log of Boring B-5 Sheet 1 of 1
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Date(s) Drilled 05/01/18	Logged By V.V.	Checked By
Drilling Method Solid Stem Auger	Drill Bit Size/Type 4-inch	Total Depth of Borehole 20.0 feet
		Approximate Surface Elevation feet
Groundwater Level and Date Measured 15 feet (05/01/2018)	Sampling Method(s) Modified California	Hammer Data 140 lbs
Borehole Backfill Grout	Location	

Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Dry Unit Weight, pcf	Direct Shear Test - Cohesion in ksf	Direct Shear Test - Internal Friction Angle in degrees	Liquid Limit - LL, %	Plasticity Index - PI, %
0.25				Grass		3.0 inches of organic material						
		5-1	35	CH		Black Silty CLAY Moist, very stiff	19.9	101.0	0.9	12		
		5-2	27	CL		Dark Gray Silty CLAY Moist, very stiff	22.7	101.0				
5						Color changed to brown						
		5-3	47				14.9	120.3				
10						Color changed to reddish brown						
		5-4	40				14.5	117.4				
15						Stablized at drilling completion						
		5-5	35				18.5	114.2				
20						First encountered						
						Boring terminated at 20.0 feet						
25												
30												

APPENDIX C

MRP Calculation Worksheet

Section III. Sizing for Flow-Based Treatment Measures, continued

Section III.C —Sizing Flow-Based Treatment Measures based on the Uniform Intensity Approach

This method uses the Rational Method equation:

$$Q = CIA$$

Where:

Q = the design flow in cubic feet per second (cfs),

C = the drainage area runoff coefficient,

I = the design intensity (in/hr), and

A = the drainage area for the BMP (acres)

Step 1. Determine the drainage area for the BMP, $A = \frac{2.28 \text{ acres}}{5}$

Step 2. Determine the runoff coefficient, $C = 0.9$ from Table B-3.

Step 3. Use a design intensity of **0.2 in/hr** for “I” in the $Q = CIA$ equation.

$$I = 0.2 \text{ in/hr}$$

Step 4. Determine the design flow (Q) using $Q = CIA$

$$Q = C \times I \times A$$

$$Q = (\text{Step 2}) \times (0.2 \text{ in/hr}) \times (\text{Step 1})$$

$$Q = 0.410 \text{ acres-in/hr}$$

$$\text{Design Flow, } Q = 0.410 \text{ cfs}^{10}$$

¹⁰ No conversion factor for correct units is needed for the rational formula because (1 acre-in/hr) X (43,560 sq. ft./acre) X (1ft/12 in) X (1hr/3600 sec) $\approx$ 1 ft³/sec or cfs.

APPENDIX D

BMP Sizing Calculations

Storm Water Control Plan - City of Milpitas
BMP Sizing Calculations

Sunnyhills Apartments
Project location: Milpitas, CA
Sandis Project No.: 617012
Date: 3/2/2022



Storm Water Treatment Measures

WATERSHED	IMPERVIOUS AREA (SF)	EXISTING IMPERVIOUS AREA (SF)	EFFECTIVE IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	TOTAL (SF)	TREATMENT METHOD	BMP ID	TREATMENT AREA REQUIRED (SF) (4% RULE) ¹	TREATMENT AREA PROVIDED (SF)
AREA 1	6,175	0	6,318	1,433	7,608	BIORETENTION	B1	253	254
AREA 2	16,403	0	16,736	3,332	19,735	BIORETENTION	B2 ⁷	670	672
AREA 3	4,892	0	5,071	1,791	6,683	BIORETENTION	B3	203	277
AREA 4	4,801	0	4,974	1,729	6,530	BIORETENTION	B4	199	240
AREA 5	9,385	0	9,576	1,912	11,297	BIORETENTION	B5	383	398
AREA 6	3,148	0	3,180	320	3,468	BIORETENTION	B6	127	137
AREA 7	1,310	0	1,417	1,074	2,384	INTERCEPTOR TREE CREDIT	-	2,384	2,700
AREA 8	10,352	0	10,886	5,341	15,693	BIORETENTION	B8	435	465
AREA 9	2,310	0	2,500	1,900	4,210	BIORETENTION	B9	100	129
AREA 10	6,882	2062 ⁵	7,329	4,472	11,354	BIORETENTION	B10	293	293
AREA 11	4,623	0	4,871	2,483	7,106	BIORETENTION	B11	195	316
AREA 12	2,053	0	2,125	718	2,771	IN-LIEU ⁶	-	85	2,125

Storm Water Credits For Interceptor Trees

	TOTAL AREA (SF)	SELF TREATING LANDSCAPE AREAS (SF)	NEW IMPERVIOUS AREA TO BE TREATED (SF)	TREATMENT METHOD	NEW DECIDUOUS ⁴	NEW DECIDUOUS TREE CREDITS (SF)	IMPERVIOUS AREA TREATED USING TREE CREDITS (SF)
AREA 7	2,384	1,074	1,310	INTERCEPTOR TREE CREDIT ^{2,3}	27	2,700	1,310

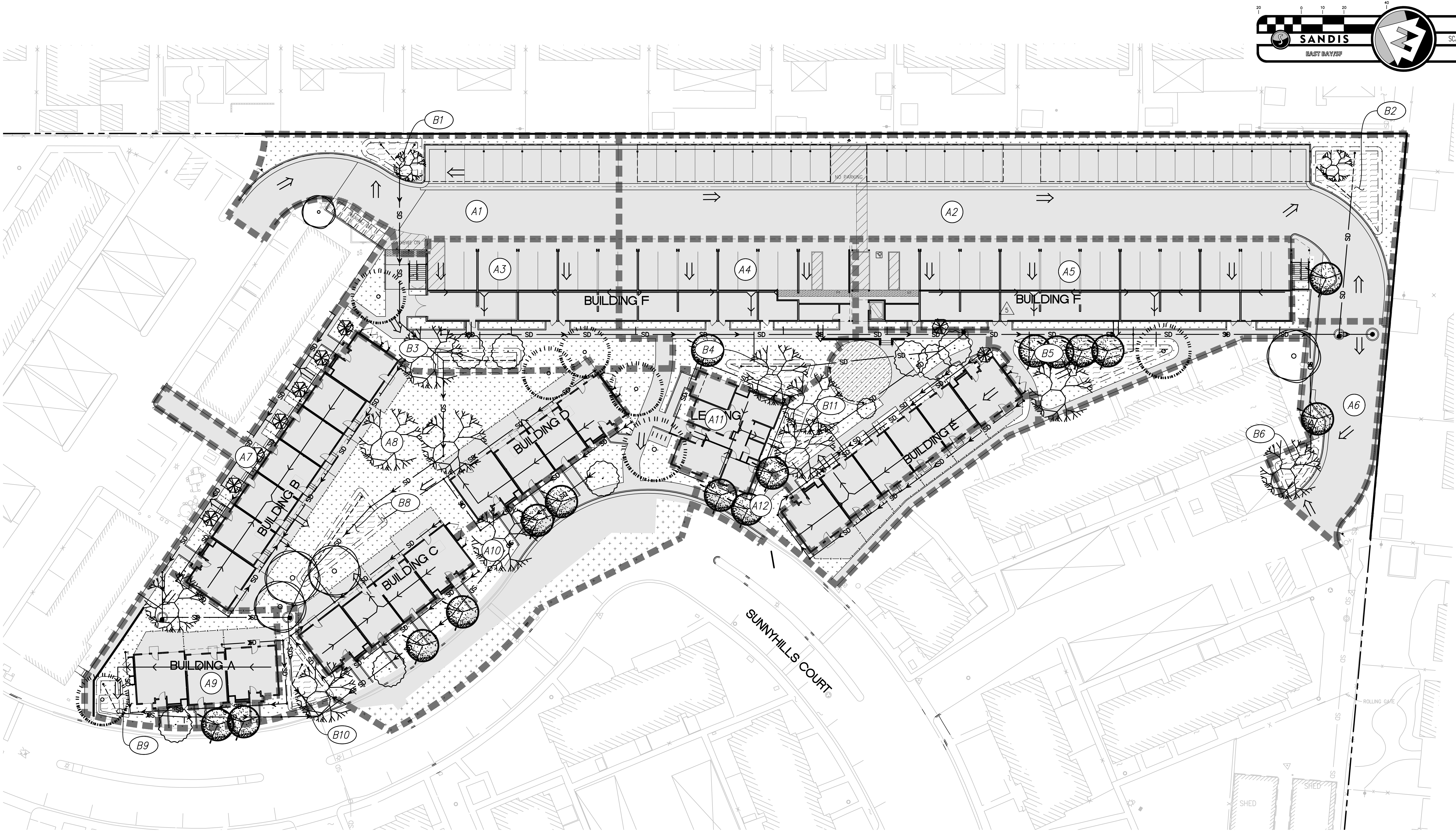
NOTES:

1. Required treatment area is 4% of the effective impervious area using an infiltration rate of 5 inches per hour and the uniform intensity of [0.2 in/hr / 5 in/hr] = 4% per hour.
2. Interceptor trees to meet the requirements of the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPP) C.3 Technical Guidance Manual, Latest Version.
3. Proposed Interceptor trees located within 25-feet of "Existing Impervious Area to Remain" will treat a portion of the existing impervious area and provide an "in lieu" treatment area credit for a portion of the impervious area that is being created/replaced in Watersheds A12.
4. New deciduous trees count for 100 square feet of credit per tree. New evergreen trees count for 200 square feet of credit per tree.
5. Existing impervious area is being treated with a new BMP and is being taken as an alternative compliance or in-lieu credit for the site. This will offset a portion of the site's new impervious area that is not proposed to be treated. The total credit available from DMA 10 is 2,062 sf of credit available to offset new untreated impervious areas.
6. DMA 12 has a portion of new impervious surface that will be untreated and offset using in-lieu area credit (see note 5). The rest of the DMA consists of landscaping.
7. BMP B2 is located partially within an existing 20' wide public sanitary sewer and storm drain easement. In the event the city must access this space to maintain or make repairs to the underlying sewer and storm drain mains, the owner shall maintain operability of the bioretention basin and rebuild affected portions of the basin in accordance with the project design drawings and specifications.

APPENDIX E

Site Plan

NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM INCLUDING PHOTOCOPY, RECORDING OR ANY INFORMATION RETRIEVABLE AND STORAGE SYSTEM, WITHOUT PERMISSION IN WRITING FROM SANDS.



HYDROMODIFICATION NOTE:

THE PROJECT IS EXEMPT FROM HYDROMODIFICATION REQUIREMENTS PER THE SANTA CLARA COUNTY C-3 STORMWATER HANDBOOK (AS PART OF THE SANTA CLARA VALLEY URBAN RUNOFF POLLUTION PREVENTION PROGRAM). THE PROJECT IS EXEMPT FROM HYDROMODIFICATION DUE TO THE PROJECT SITE NOT BEING LOCATED IN A SUSCEPTIBLE REGION (ACCORDING TO THE "HMP APPLICABILITY MAP - CITY OF MILPITAS" DOCUMENT).

FLOODZONE

THIS PROJECT IS IN FLOOD ZONE X. AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

INFORMATION IS OBTAINED FROM THE FLOOD INSURANCE RATE MAP (FIRM) NO. 06085C005BJ DATED FEBRUARY 19, 2014 PRODUCED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

50% RULE COMPLIANCE

THE TOTAL SITE AREA IS 551,306 SF (12.6 ACRES) AND THE NEW DEVELOPMENT AREA IS 100,397 SF (2.3 ACRES), WHICH IS 18.2 PERCENT OF THE TOTAL SITE. APPROXIMATELY 65% OF THE EXISTING SITE IS IMPERVIOUS SURFACE. THE PROJECT IS THEREFOR REPLACING APPROXIMATELY 11.8 PERCENT OF THE IMPERVIOUS AREA, WHICH IS WELL BELOW THE 50 PERCENT THRESHOLD.

THEREFORE, THE PROJECT IS NOT TRIGGERING THE 50% RULE SINCE IT IS NOT REPLACING MORE THAN 50% OF THE EXISTING IMPERVIOUS AREA. THE PROJECT MUST ONLY PROVIDE TREATMENT FOR THE NEW OR REPLACED IMPERVIOUS AREAS ON THE SITE.

STORM TREATMENT MEASURE

WATERSHED	PROPOSED IMPERVIOUS AREA (SF)	EXISTING IMPERVIOUS AREA (SF)	EFFECTIVE IMPERVIOUS AREA (ADD 10% OF PERVIOUS AREA) (SF)	PERVIOUS AREA (SF)	TOTAL (SF)	TREATMENT METHOD	BMP ID	TREATMENT AREA REQUIRED PER 4% RULE (SF) OR TREE CREDITS	TREATMENT AREA PROVIDED (SF)
A1	6175	0	6318	1433	7608	BIO-RETENTION	B1	253	254
A2	16403	0	16736	3332	19735	BIO-RETENTION	B2 ³	670	672
A3	4892	0	5071	1791	6683	BIO-RETENTION	B3	203	277
A4	4801	0	4974	1729	6530	BIO-RETENTION	B4	199	240
A5	9385	0	9576	1912	11297	BIO-RETENTION	B5	383	398
A6	3148	0	3180	320	3468	BIO-RETENTION	B6	127	137
A7	1310	0	1417	1074	2394	TREE CREDITS	NA	2384	2700
A8	10352	0	10886	5341	15693	BIO-RETENTION	B8	435	465
A9	2310	0	2500	1900	4210	BIO-RETENTION	B9	100	129
A10	4820	2062 ¹	7329	4472	11354	BIO-RETENTION	B10	293	293
A11	4623	0	4871	2483	7106	BIO-RETENTION	B11	195	316
A12	2053	0	2125	718	2771	IN-LIEU ²	NA	85	2125

- EXISTING IMPERVIOUS AREA IS BEING TREATED WITH A NEW BMP AND IS BEING TAKEN AS AN ALTERNATIVE COMPLIANCE OR IN-LIEU CREDIT FOR THE SITE. THIS WILL OFFSET A PORTION OF THE SITE'S NEW IMPERVIOUS AREA THAT IS NOT PROPOSED TO BE TREATED. THE TOTAL CREDIT AVAILABLE FROM DMA 10 IS 2,062 SF OF CREDIT AVAILABLE TO OFFSET NEW UNTREATED IMPERVIOUS AREAS.
- DMA 12 HAS A PORTION OF NEW IMPERVIOUS SURFACE THAT WILL BE UNTREATED AND OFFSET USING IN-LIEU AREA CREDIT (SEE NOTE 1). THE REST OF THE DMA CONSISTS OF LANDSCAPING.
- BMP B2 IS LOCATED PARTIALLY WITHIN AN EXISTING 20" WIDE PUBLIC SANITARY SEWER AND STORM DRAIN EASEMENT. IN THE EVENT THE CITY MUST ACCESS THIS SPACE TO MAINTAIN OR MAKE REPAIRS TO THE UNDERLYING SEWER AND STORM DRAIN MAINS, THE OWNER SHALL MAINTAIN OPERABILITY OF THE BIORETENTION BASIN AND REBUILD AFFECTED PORTIONS OF THE BASIN IN ACCORDANCE WITH THE PROJECT DESIGN DRAWINGS AND SPECIFICATIONS.

LEGEND

- DRAINAGE AREA BOUNDARY
 - PROPOSED IMPERVIOUS AREA
 - ▨ BIO-RETENTION AREA
 - ▤ PROPOSED PERVIOUS AREA
 - ▥ EXISTING IMPERVIOUS AREA
 - FLOW DIRECTION
 - 🌳 DECIDUOUS TREE
 - 🌳 MINIMUM 15 GALLON AT PLANTING
 - 🌳 LARGE CANOPY AT MATURITY
 - 🌳 WITHIN 25'-FT OF HARDSCAPE
- TOTAL TREE COUNT: 27
AVAILABLE CREDITS: 2700 SF

STORMWATER MANAGEMENT NOTES

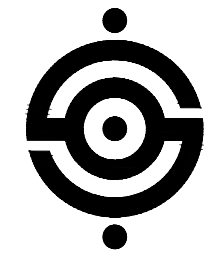
- THIS PLAN PRESENTS METHODS AND CALCULATIONS FOR COMPLYING WITH THE REQUIREMENTS OF PROVISION C.3 OF THE MUNICIPAL REGIONAL STORMWATER PERMIT IN ACCORDANCE WITH THE SANTA CLARA VALLEY URBAN RUNOFF POLLUTION PREVENTION PROGRAM (SCVURPPP) AND THE CITY OF MILPITAS REQUIREMENTS.
- THE FOLLOWING TREATMENT MEASURES ARE PROPOSED TO REGULATE THE QUALITY OF STORM WATER LEAVING THE SITE.
 - SELF-TREATING AREA - RUNOFF IN THIS AREA ORIGINATES IN AND FLOWS THROUGH PLANTING PRIOR TO EXITING THE PROJECT SITE. NO TREATMENT IS REQUIRED.
 - BIO-RETENTION AREA - RUNOFF IN THIS AREA IS DIRECTED TO A BIO-RETENTION PLANTER/AREA FOR FILTRATION, INFILTRATION AND EVAPOTRANSPIRATION PRIOR TO EXITING THE SITE. PLANTING AND SOIL REQUIREMENTS APPLY, SEE DETAILS 12 & 13 ON SHEET C6.0.
 - INTERCEPTOR TREE CREDITS - AREAS WHERE RUNOFF CANNOT BE TREATED VIA BIO-RETENTION OR SELF-TREATING DUE TO CERTAIN SITE CONSTRAINTS, INTERCEPTOR TREE CREDITS ARE USED TO SUBTRACT FROM THE AMOUNT OF IMPERVIOUS SURFACE AREA REQUIRING TREATMENT. NEW EVERGREEN TREES ACCOUNT FOR 200 SF OF IMPERVIOUS PER TREE AND DECIDUOUS TREES ACCOUNT FOR 100 SF. NEW TREES ARE ELIGIBLE TO BE CONSIDERED INTERCEPTOR TREES IF THEY MEET THE REQUIREMENTS AS DEFINED IN THE SANTA CLARA COUNTY C-3 STORMWATER HANDBOOK.

LPMD Architects

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Sunnyvale, CA 94086
Telephone : 408-992-0280
Fax : 408-992-0281

SUNNYHILLS INVESTMENTS, LLC

100 SARATOGA AVENUE, SUITE 300
SANTA CLARA, CA 95051



BUILD ON.
SANDIS.NET

Revisions:
1 DEMOLITION PERMIT RESUBMITTAL
2 ROUGH GRADING PERMIT RESUBMITTAL
3 SITE IMPROVEMENT PERMIT RESUBMITTAL
4 ROUGH GRADING PERMIT RESUBMITTAL
5 SITE IMPROVEMENT PERMIT RESUBMITTAL
6 SITE IMPROVEMENT PERMIT RESUBMITTAL
7 SITE IMPROVEMENT PERMIT RESUBMITTAL

SITE IMPROVEMENT PERMIT B-SI21-0004

PERMIT SUBMITTAL

MARCH 2, 2022

SUNNYHILLS COURT

1724 SUNNYHILLS COURT
MILPITAS, CALIFORNIA

Project No: 617012 Date: 03/02/22
Sheet Title:

STORMWATER MANAGEMENT PLAN

Review by: ☐
Sheet No:

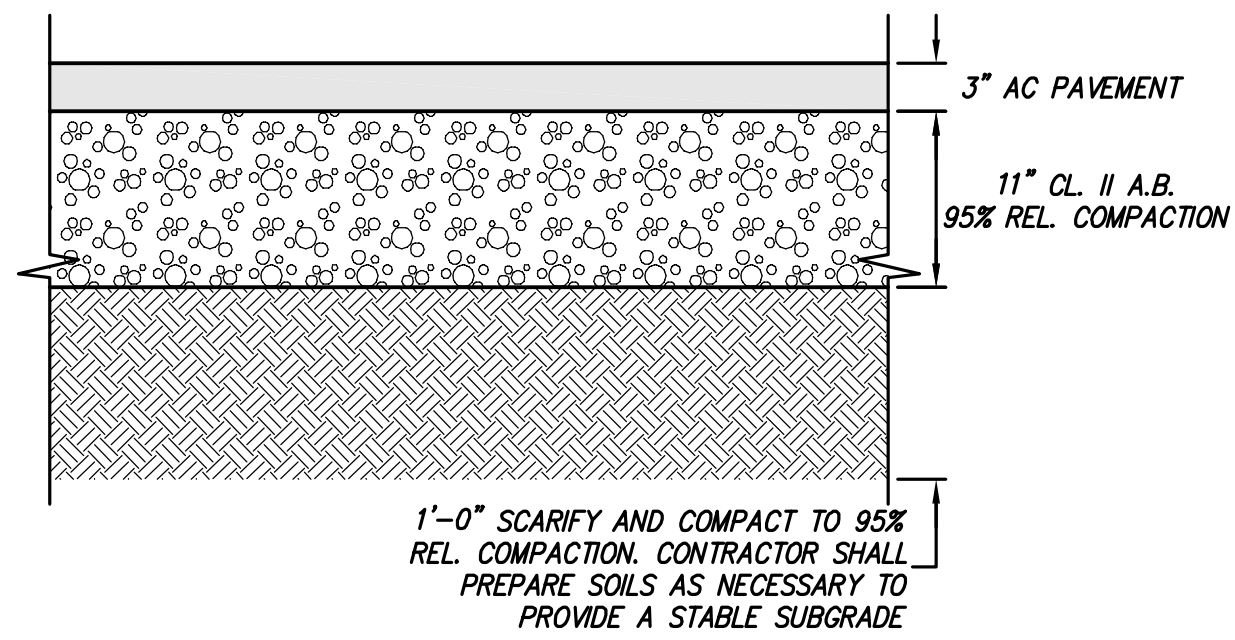
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of 29 Sheets

APPENDIX F

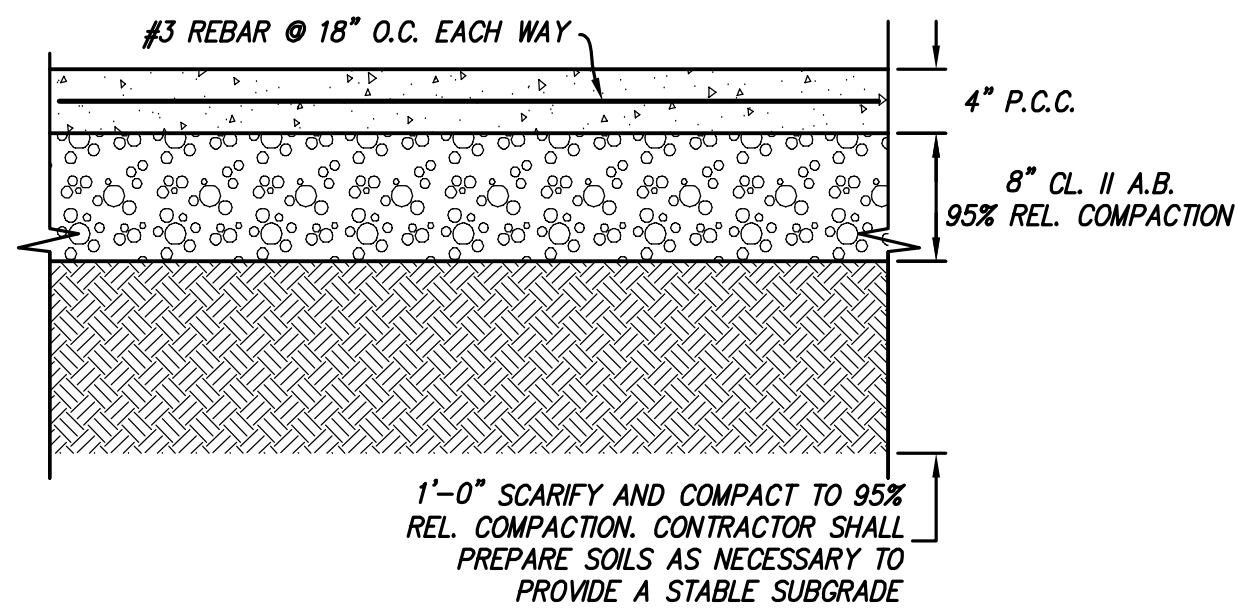
BMP Enlarged Details

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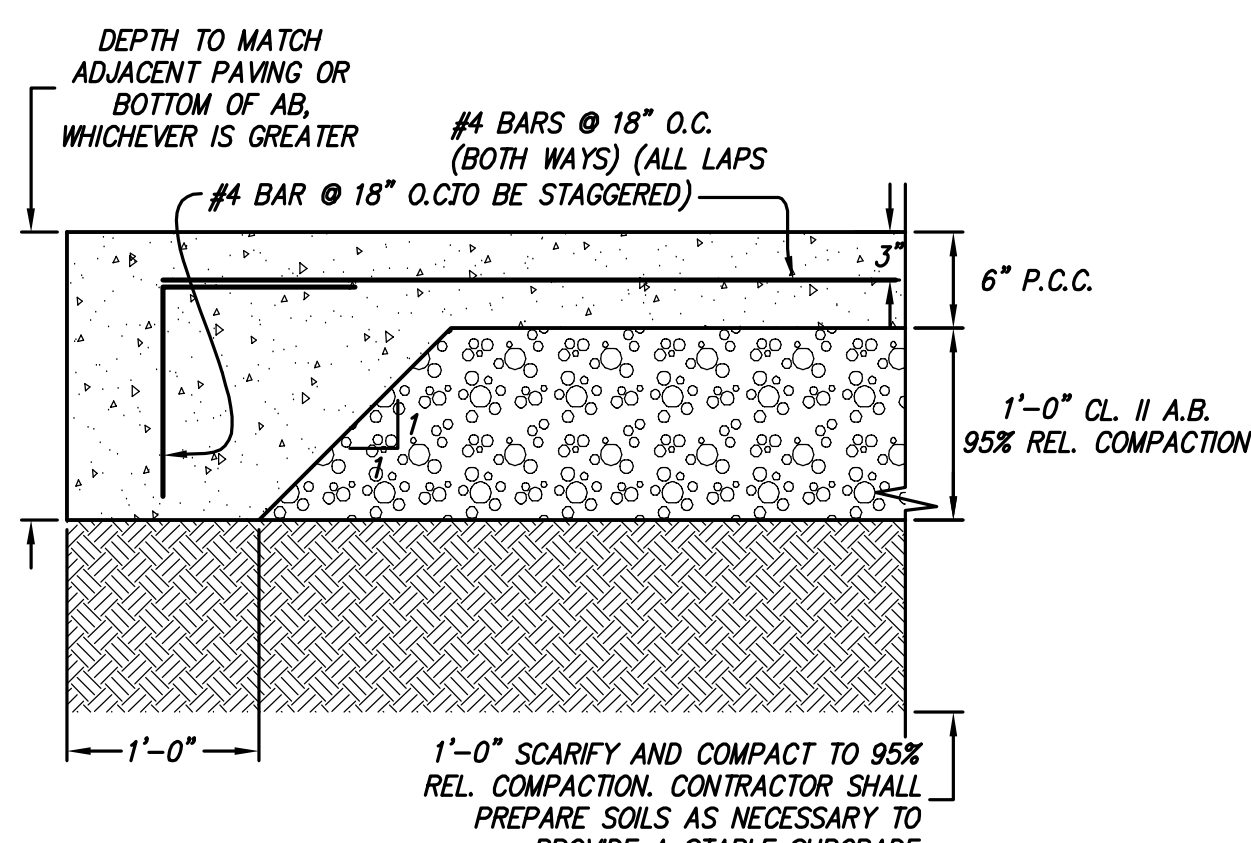
ASPHALT PAVEMENT

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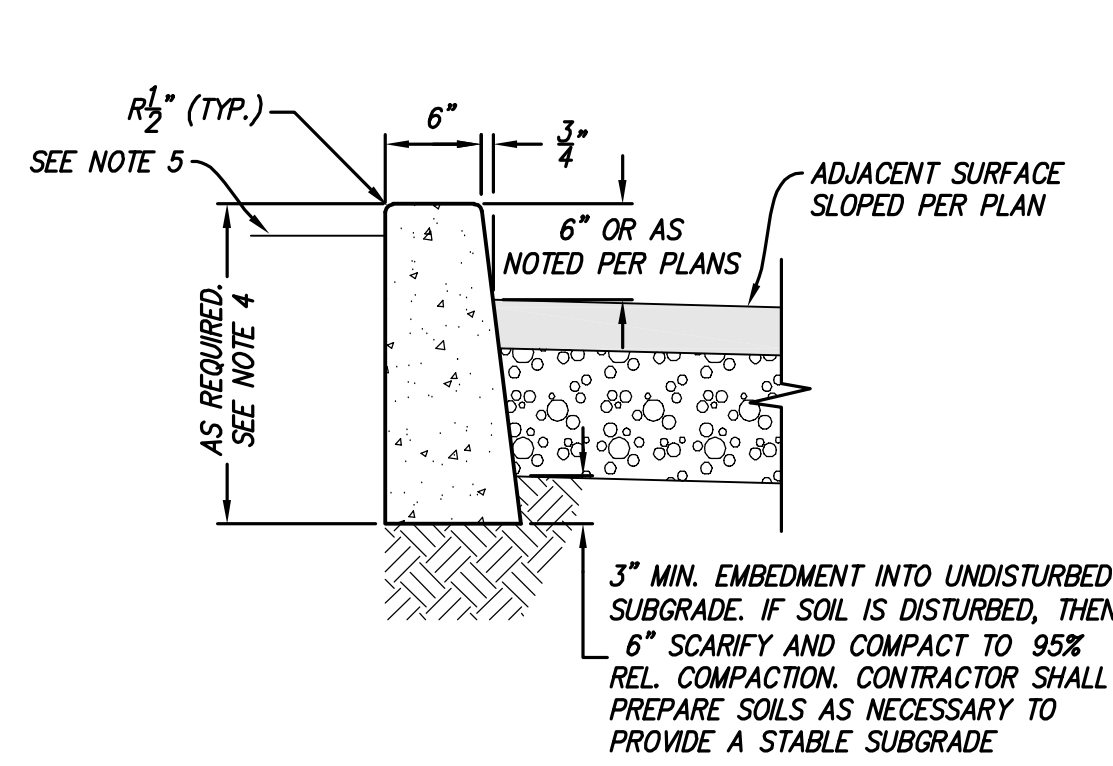
PEDESTRIAN CONCRETE

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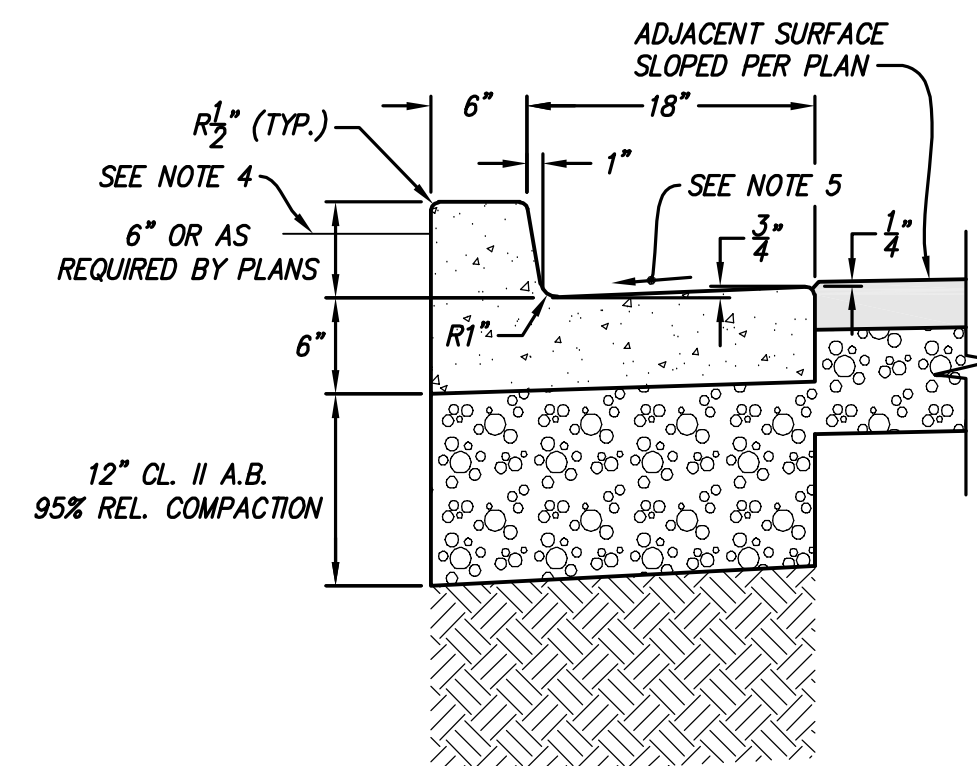
VEHICULAR CONCRETE

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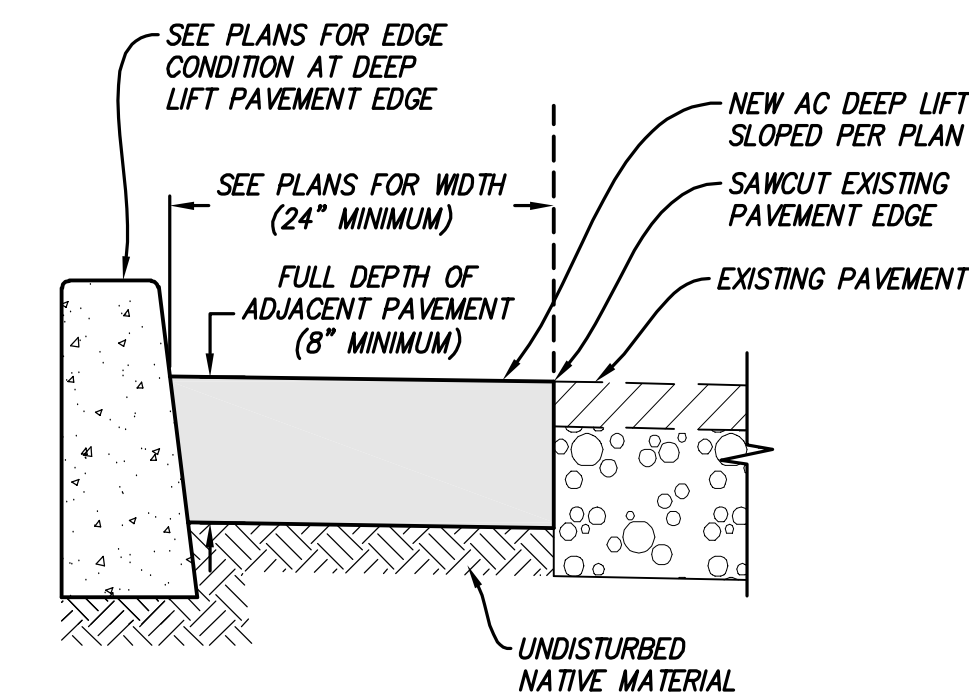
6" VERTICAL CURB

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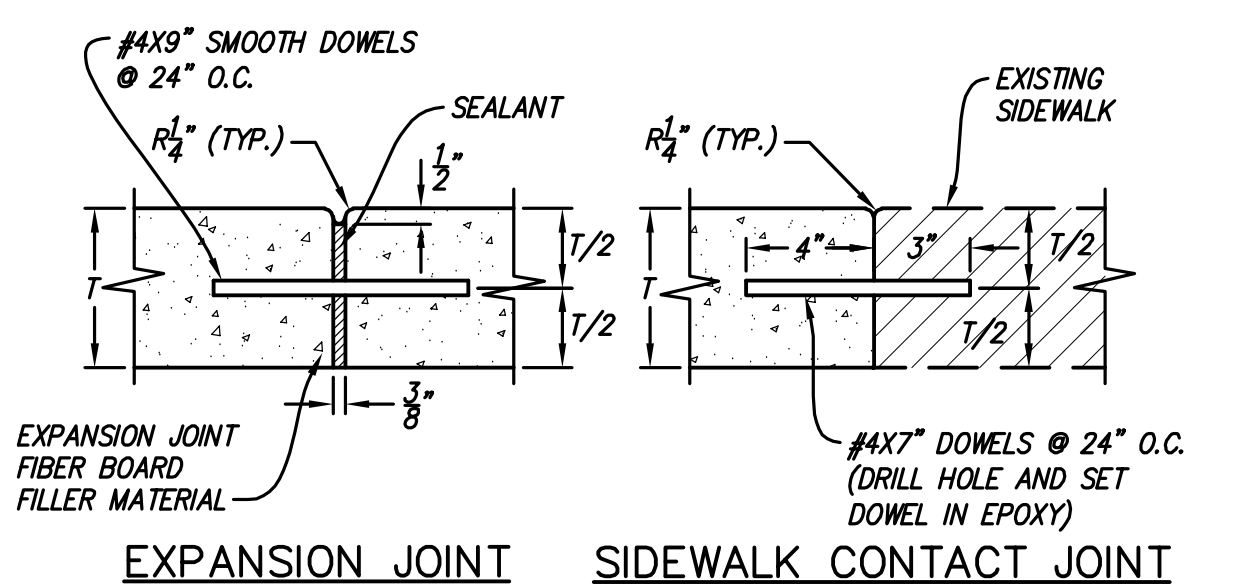
6" CURB AND 18" GUTTER

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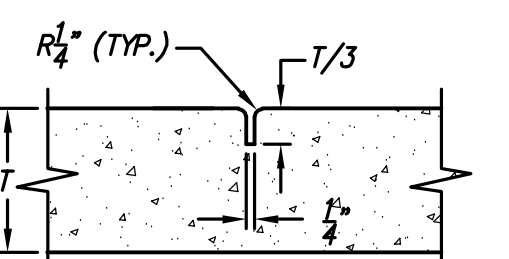
ASPHALT DEEP LIFT

6

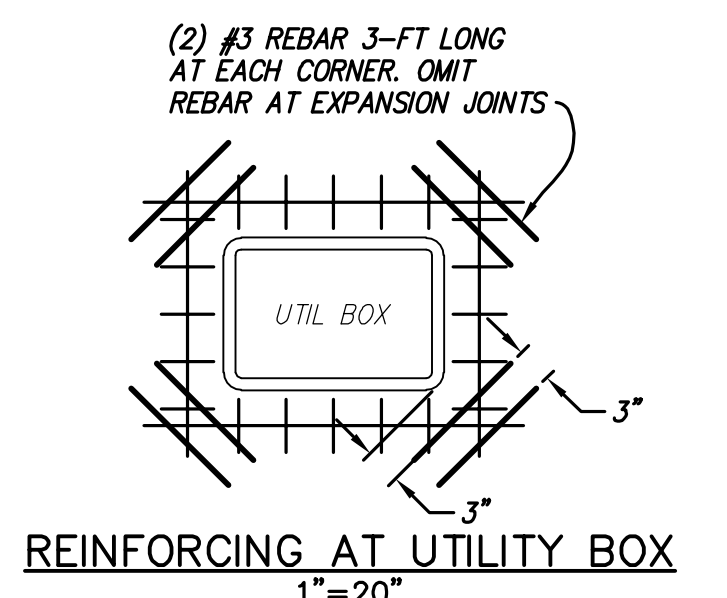


EXPANSION JOINT

SIDEWALK CONTACT JOINT



CONTROL JOINT

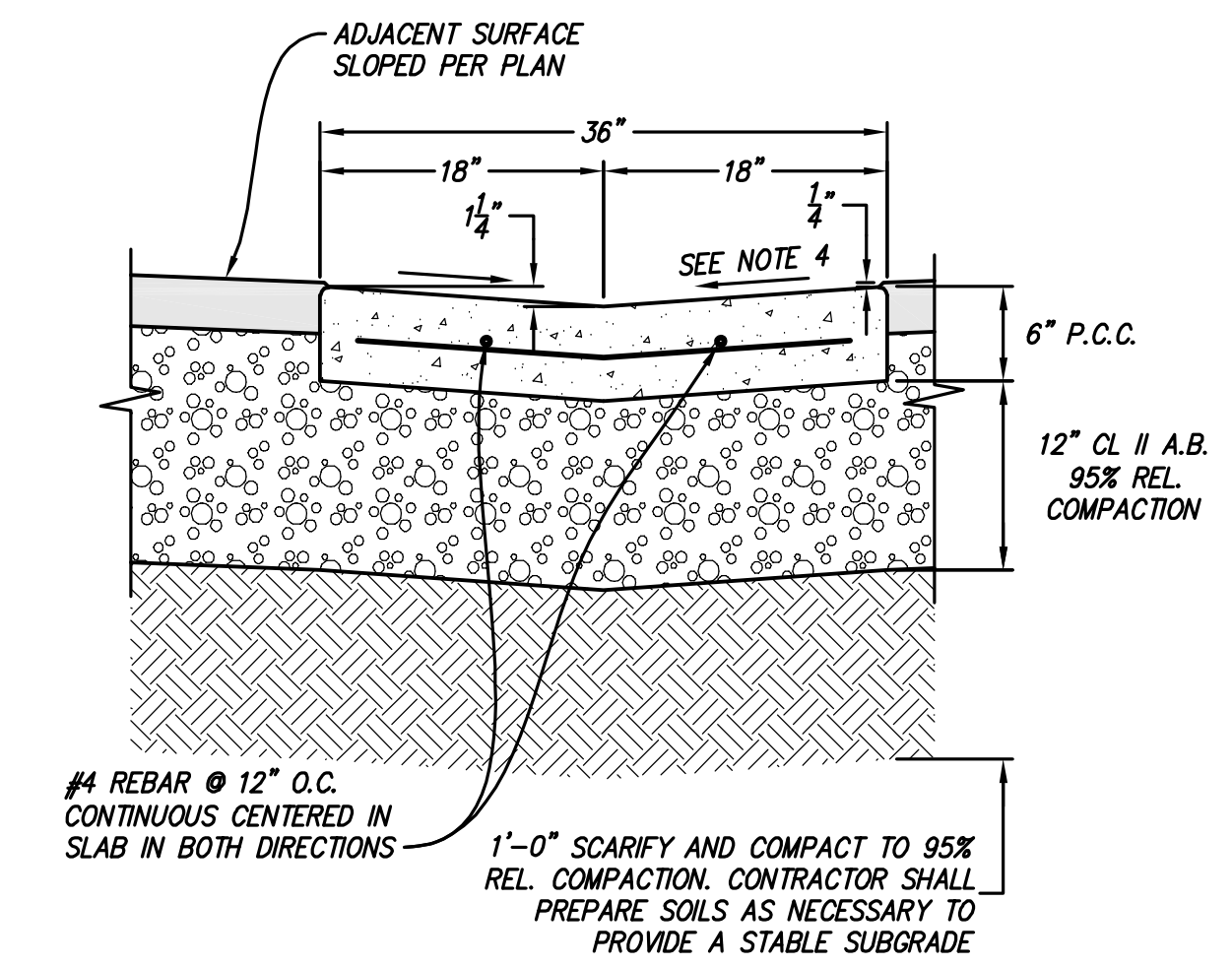


REINFORCING AT UTILITY BOX

- NOTES:
- REFER TO LANDSCAPE PLANS AND/OR PROJECT SPECIFICATIONS FOR JOINT SPACING.
 - REFER TO LANDSCAPE PLANS FOR SCORE PATTERN.

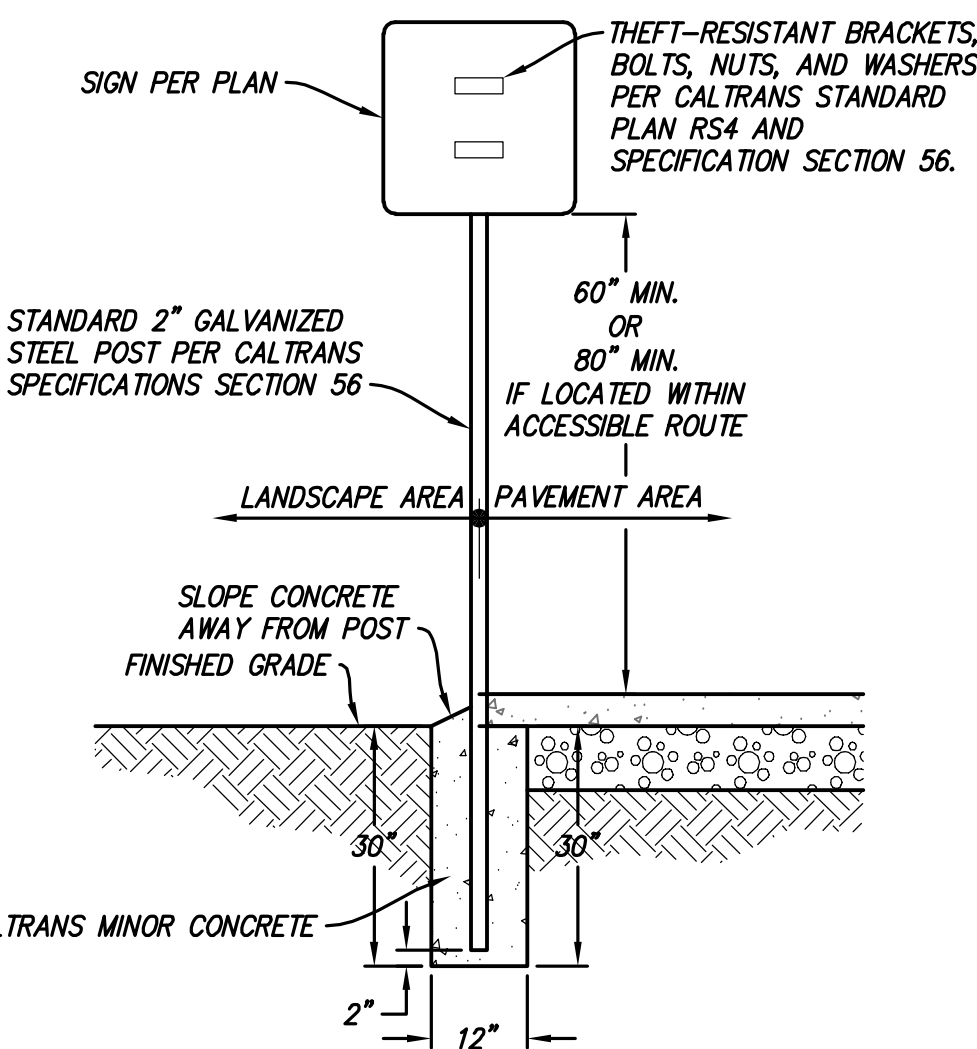
CONCRETE JOINTS

7



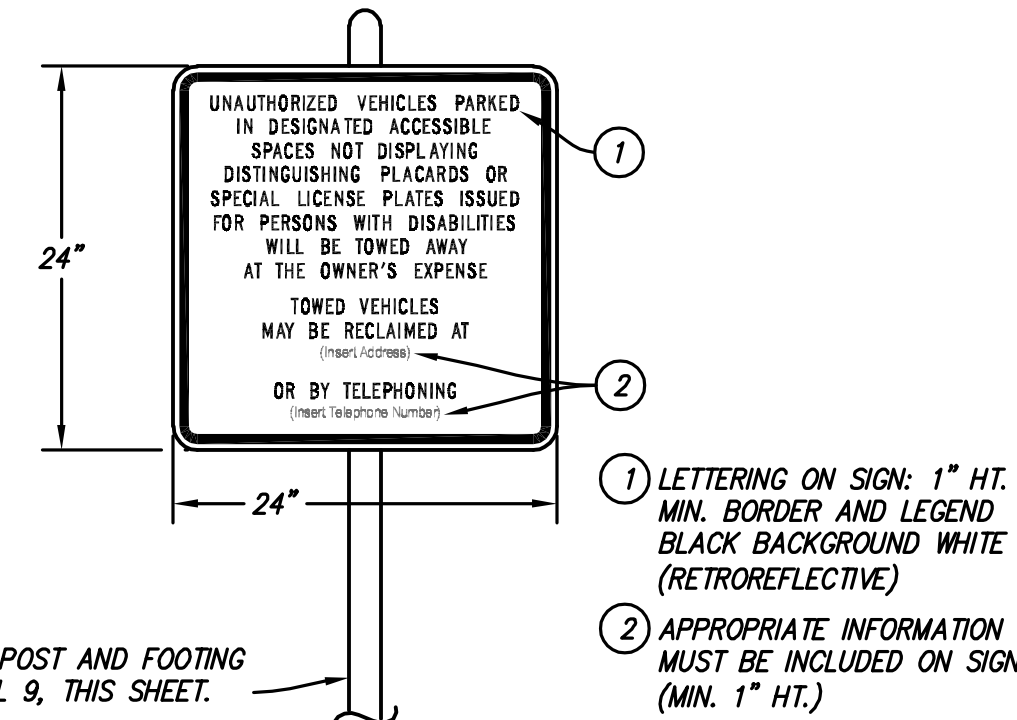
3' WIDE VALLEY GUTTER

8



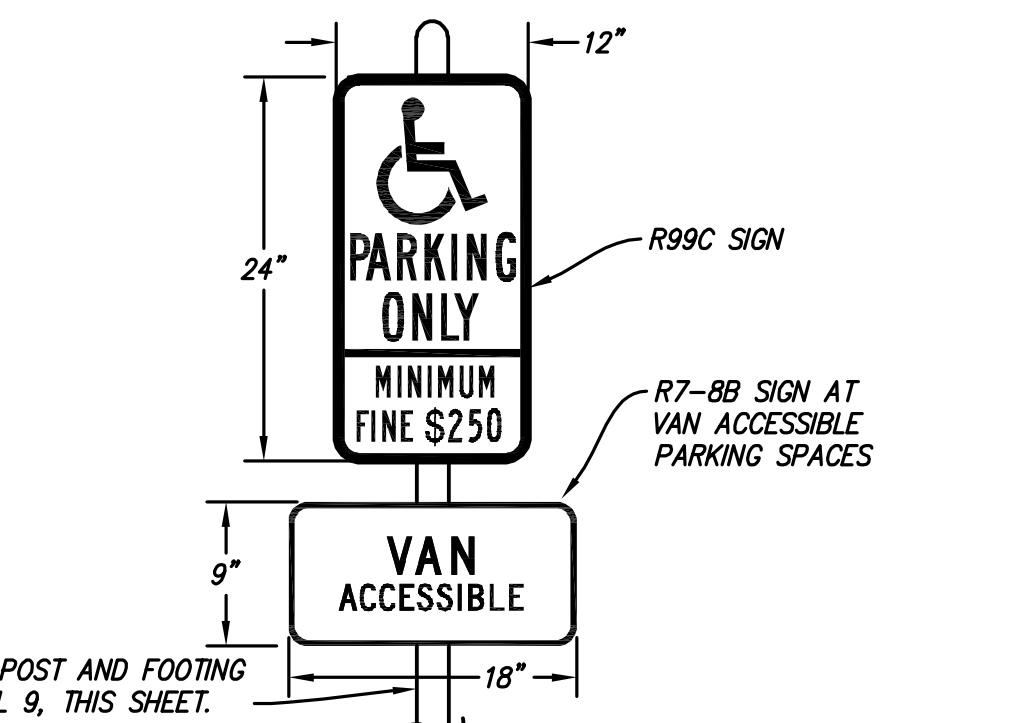
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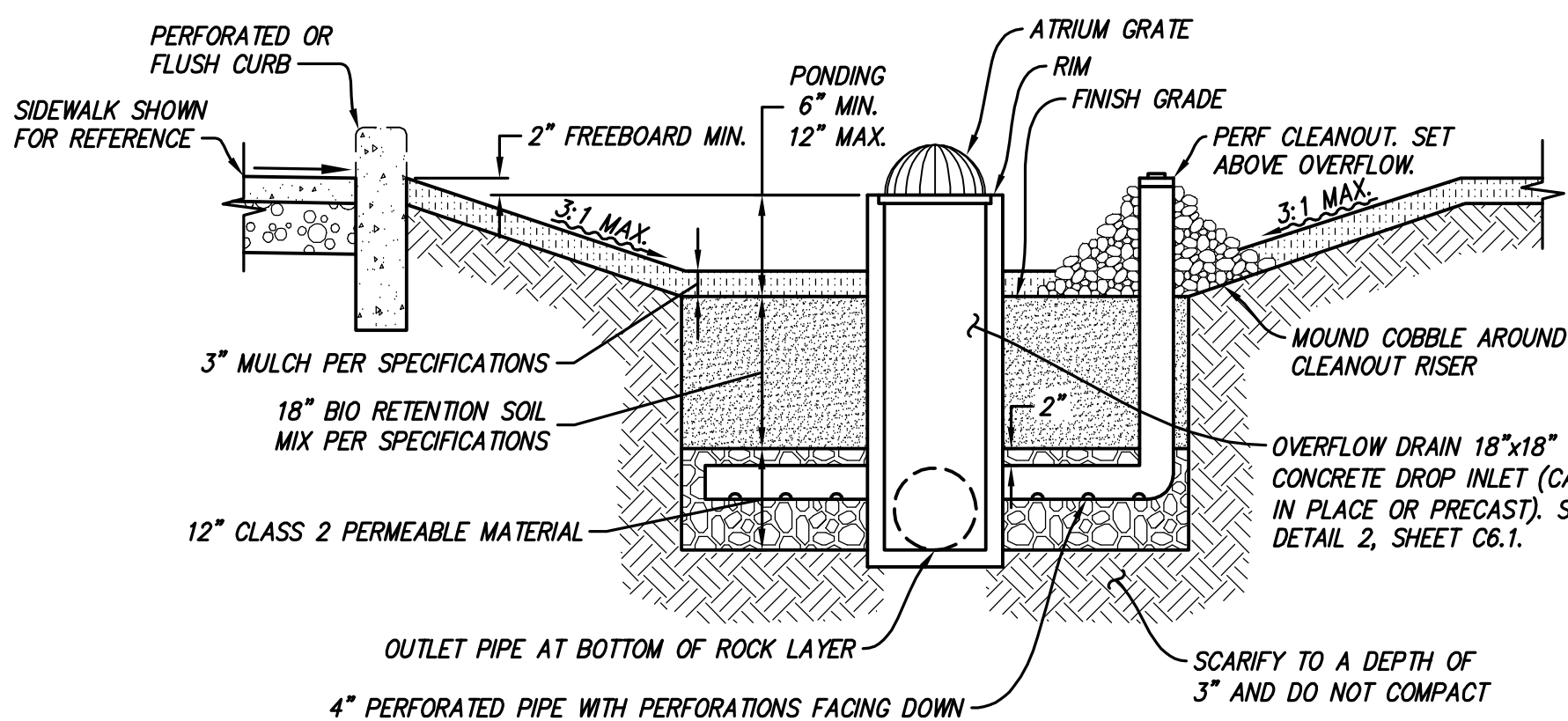
TOW-AWAY SIGN

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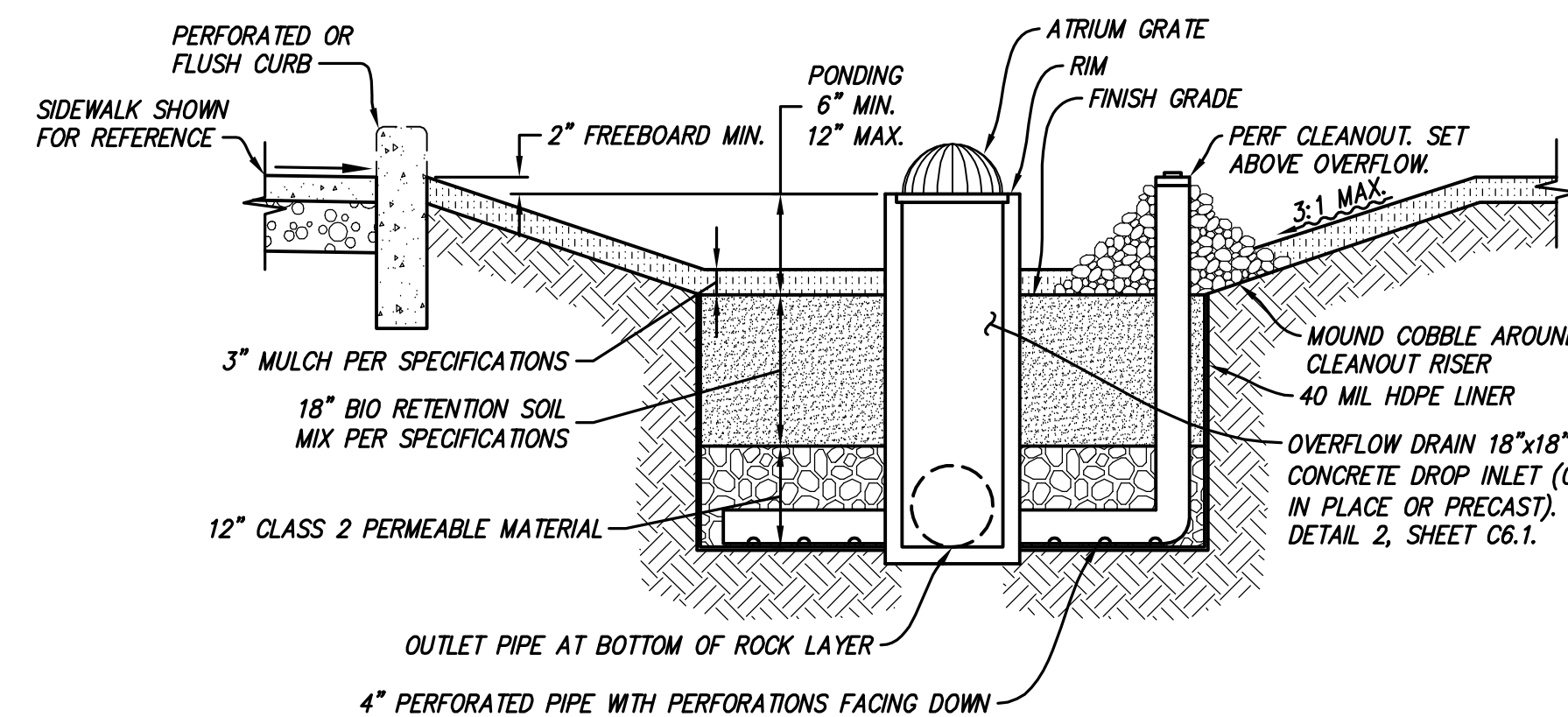
ACCESSIBLE PARKING SIGN

11



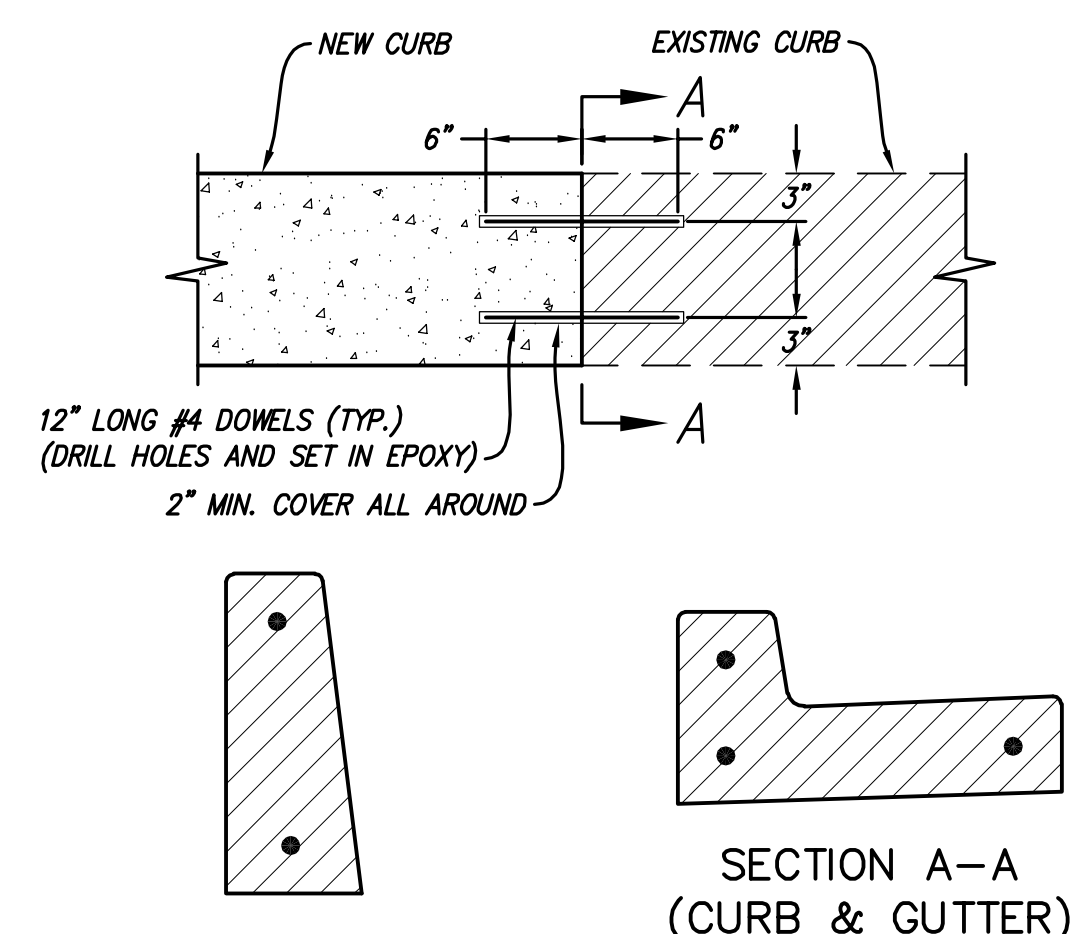
UNLINED BIORETENTION DETAIL

12



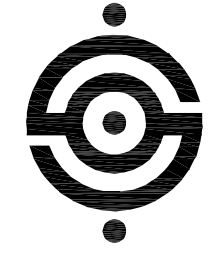
LINED BIORETENTION DETAIL

13



DOWEL NEW CURB TO EX. CURB

14



BUILD ON.
SANDIS.NET

Revisions:

PERMIT SUBMITTAL

MARCH 12, 2021

SUNNYHILLS COURT

1724 SUNNYHILLS COURT
MILPITAS, CALIFORNIA

Project No: 617012 Date: 03/12/21
Sheet Title:

CONSTRUCTION
DETAILS

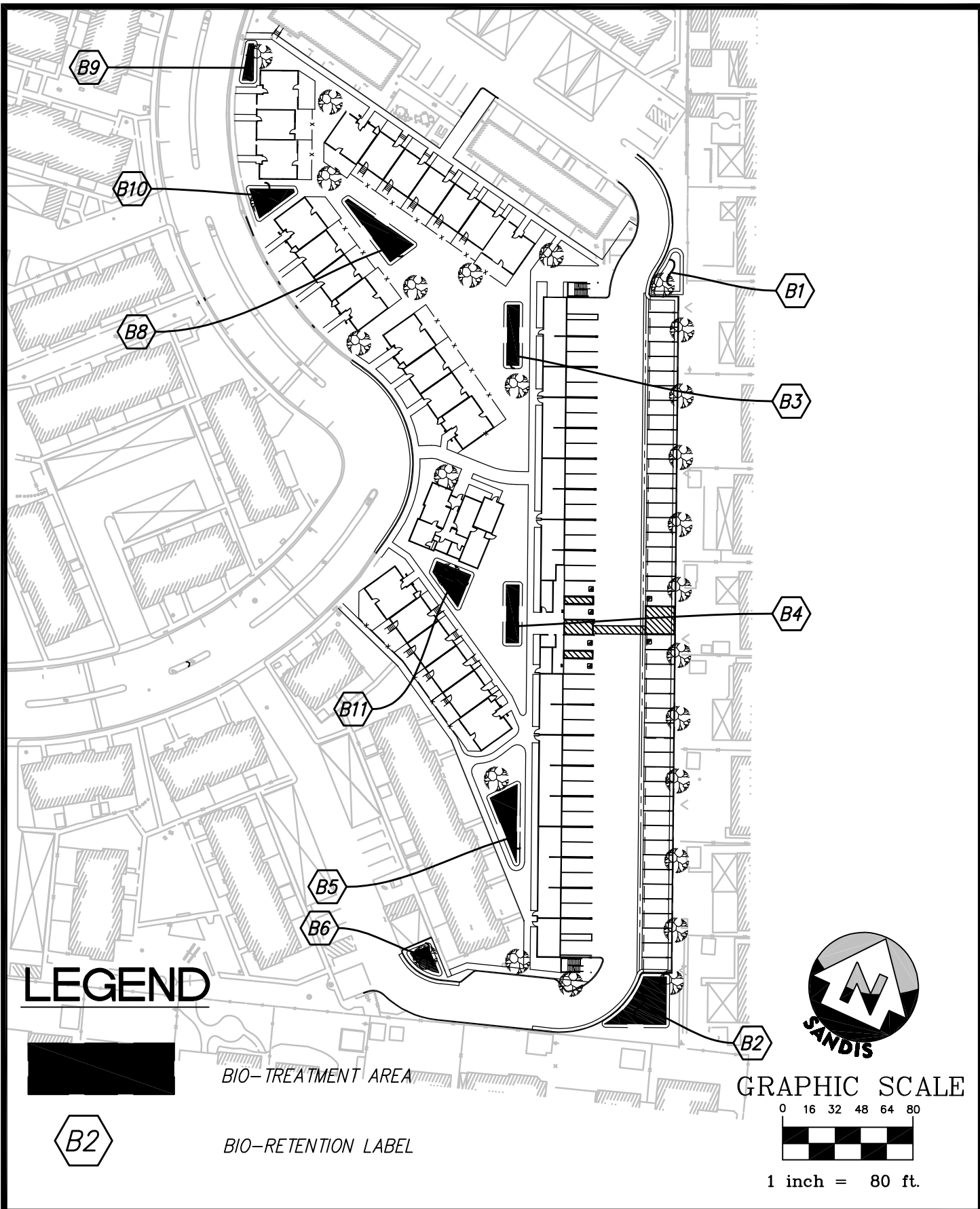
Review by: ☐
Sheet No:

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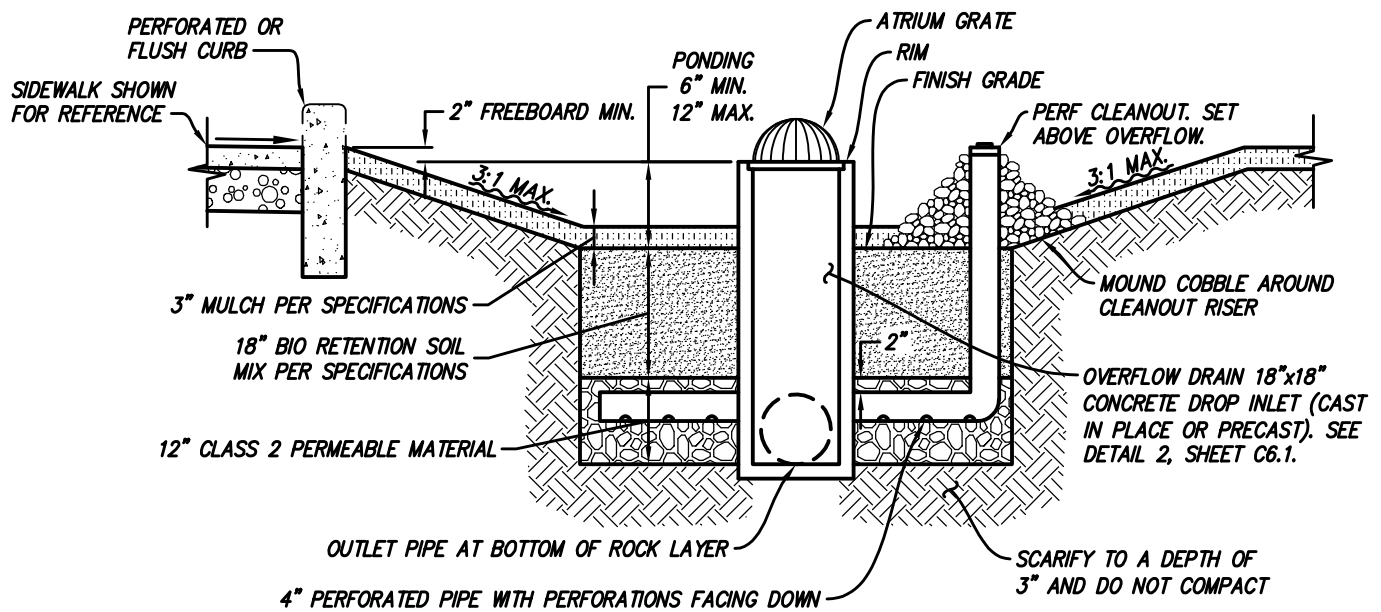
of 27 Sheets

APPENDIX G

Operations & Maintenance Manual



 SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS 636 Ninth Street Oakland, CA 94607 P. 510.873.8866 www.sandis.net SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF	DATE: 3-15-21 SCALE: 1"=80' DRAWN BY: GLT APPROVED BY: NQA DRAWING NO: 617012	BMP TREATMENT MAP SUNNYHILLS APARTMENTS C.3 MAINTENANCE PLAN MILPITAS CALIFORNIA	SHEET EXH-1 OF SHEETS
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UNLINED BIORETENTION DETAIL

N.T.S.

12



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

636 Ninth Street | Oakland, CA 94607 | P. 510.873.8866 | www.sandis.net

SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF

DATE: 3-15-21

SCALE: N.T.S.

DRAWN BY: GLT

APPROVED BY: NQA

DRAWING NO:

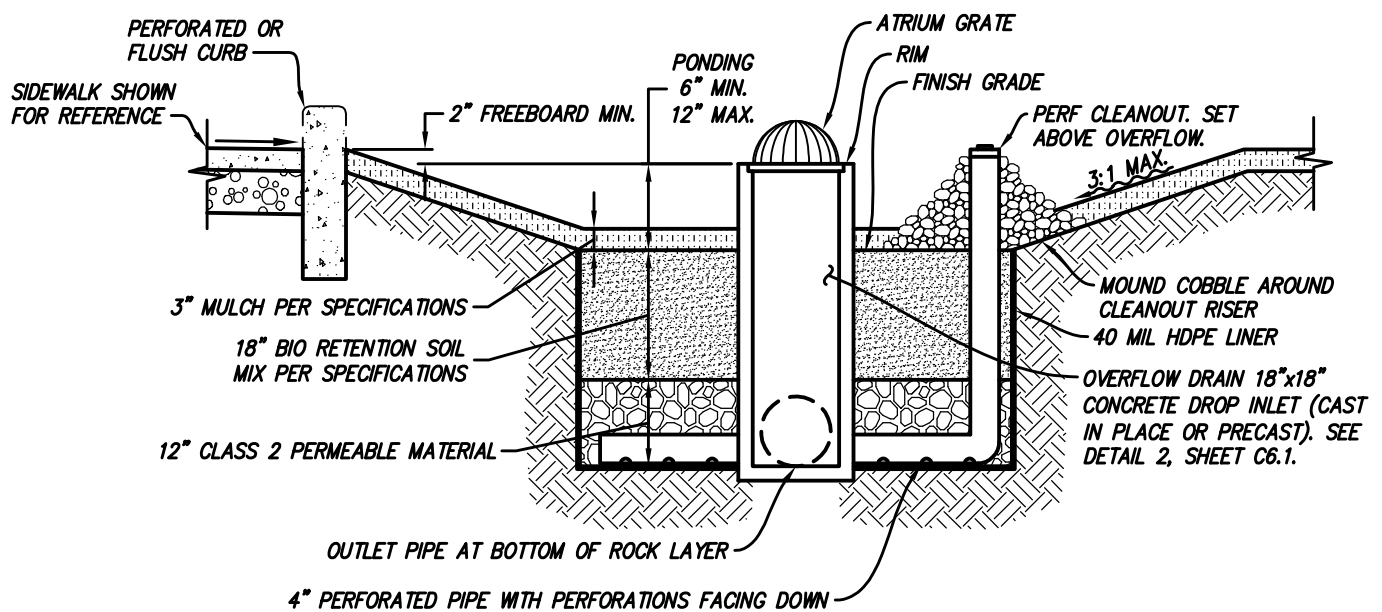
67012

**SUNNYHILLS APARTMENTS
UNLINED BIORETENTION**

SHEET

1

OF SHEETS



LINED BIORETENTION DETAIL

N.T.S.

13



SANDIS

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SURVEYORS
PLANNERS

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SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF

DATE: 3-15-21

SCALE: N.T.S.

DRAWN BY: GLT

APPROVED BY: NQA

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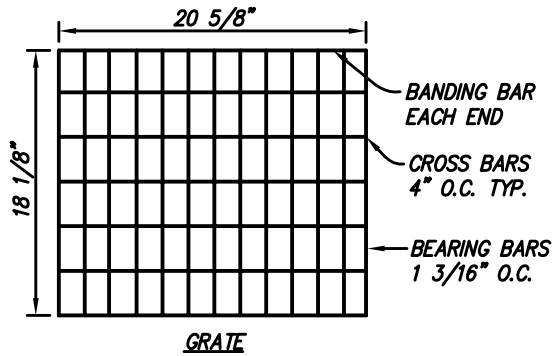
617012

**SUNNYHILLS APARTMENTS LINED
BIORETENTION**

SHEET

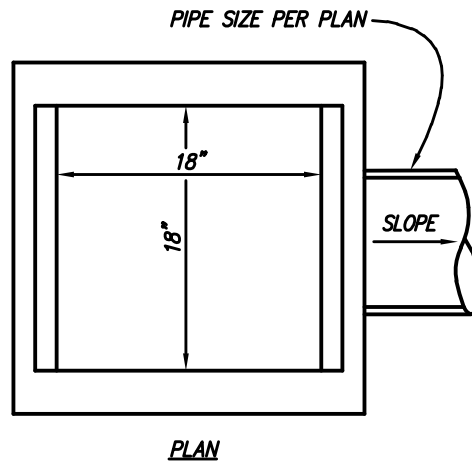
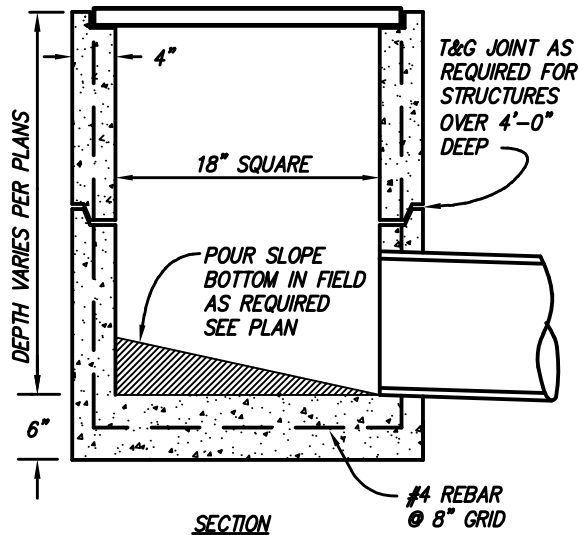
2

OF SHEETS



NOTES

1. FRAMES AND GRATES SHALL BE HEAVY-DUTY DESIGNED FOR H20 HIGHWAY LOADING.
2. ALL GRATES SHALL BE BICYCLE PROOF.
3. FOR JUNCTION BOXES (JB), ADD STEEL CHECKER PLATE MARKED "STORM DRAIN".



18" CATCH BASIN DETAIL

N.T.S.

2



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SURVEYORS
PLANNERS

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SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF

DATE: 3-15-21

SCALE: N.T.S.

DRAWN BY: GLT

APPROVED BY: NQA

DRAWING NO:

617012

**SUNNHILLS APARTMENTS
OVERFLOW STRUCTURE**

SHEET

3

OF SHEETS

**Stormwater Treatment Measure Operation and Maintenance
Inspection Report to the Milpitas, California**

This report and attached Inspection and Maintenance Checklists document the inspection and maintenance conducted for the identified stormwater treatment measure(s) subject to the Maintenance Agreement between the City of Milpitas and the property owner during the annual reporting period indicated below.

I. Property Information:

Property Address or APN: _____

Property Owner: _____

II. Contact Information:

Name of person to contact regarding this report: _____

Phone number of contact person: _____ Email: _____

Address to which correspondence regarding this report should be directed:

III. Reporting Period:

This report, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from _____ to _____.

IV. Stormwater Treatment Measure Information:

The following stormwater treatment measures (identified treatment measures) are located on the property identified above and are subject to the Maintenance Agreement:

Identifying Number of Treatment Measure	Type of Treatment Measure	Location of Treatment Measure on the Property

V. Summary of Inspections and Maintenance:

Summarize the following information using the attached Inspection and Maintenance Checklists:

Identifying Number of Treatment Measure	Date of Inspection	Operation and Maintenance Activities Performed and Date(s) Conducted	Additional Comments

VI. Sediment Removal:

Total amount of accumulated sediment removed from the stormwater treatment measure(s) during the reporting period: _____ cubic yards.

How was sediment disposed?

- ☐ landfill
- ☐ other location on-site as described in and allowed by the maintenance plan
- ☐ other, explain _____

VII. Inspector Information:

The inspections documented in the attached Inspection and Maintenance Checklists were conducted by the following inspector(s):

Inspector Name and Title	Inspector's Employer and Address

VIII. Certification:

I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete:

Signature of Property Owner or Other Responsible Party

Date

Type or Print Name

Company Name

Address

Phone number: _____ Email: _____

Please submit the Operation and Maintenance Inspection reports, Maintenance Plan, and Inspection and Maintenance checklist for each BMP to the following address:

City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035
Attn: Utility Engineer

Bioretention Area Maintenance Plan for Sunnyhills Apartments, Milpitas, CA

10/16/2017

Project Address and Cross Streets: Alder Drive and Barber Lane

Assessor's Parcel No.: 086-02-086

Property Owner: _____ Phone No.: _____

Designated Contact: _____ Phone No.: _____

Mailing Address: _____

The property contains ten (10) bioretention area(s), located as described below and as shown in the attached site plan¹.

Bioretention Area No. 1 is located at the northeast corner of the site.

Bioretention Area No. 2 is located at the southeast corner of the site.

Bioretention Area No. 3 is centrally located in the northern portion of the site.

Bioretention Area No. 4 is located in the middle of the site, south of Bioretention Area #3.

Bioretention Area No. 5 is centrally located, south of Bioretention Area #4.

Bioretention Area No. 6 is located along the southern edge of the site.

Bioretention Area No. 8 is located west of Bioretention Area #3 and east of Bioretention Area #10.

Bioretention Area No. 9 is located at the northwest corner of the site.

Bioretention Area No. 10 is located along the western boundary of the site, south of Bioretention Area #9.

Bioretention Area No. 11 is centrally located in the site, west of Bioretention Area #4.

I. Routine Maintenance Activities

The principal maintenance objective is to prevent sediment buildup and clogging, which reduces pollutant removal efficiency and may lead to bioretention area failure. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

Table 1 Routine Maintenance Activities for Bioretention Areas		
No.	Maintenance Task	Frequency of Task
1	Remove obstructions, weeds, debris and trash from bioretention area and its inlets and outlets; and dispose of properly.	Quarterly, or as needed after storm events
2	Inspect bioretention area for standing water. If standing water does not drain within 2-3 days, till and replace the surface biotreatment soil with the approved soil mix and replant.	Quarterly, or as needed after storm events
3	Check underdrains for clogging. Use the cleanout riser to clean any clogged underdrains.	Quarterly, or as needed after storm events
4	Maintain the irrigation system and ensure that plants are receiving the correct amount of water (if applicable).	Quarterly
5	Ensure that the vegetation is healthy and dense enough to provide filtering and protect soils from erosion. Prune and weed the bioretention area. Remove and/or replace any dead plants.	Annually, before the wet season begins
6	Use compost and other natural soil amendments and fertilizers instead of synthetic fertilizers, especially if the system uses an underdrain.	Annually, before the wet season begins

¹ Attached site plan must match the site plan exhibit to Maintenance Agreement.

7	Check that mulch is at appropriate depth (2 - 3 inches per soil specifications) and replenish as necessary before wet season begins. It is recommended that 2" – 3" of arbor mulch be reapplied every year.	Annually, before the wet season begins
8	Inspect the energy dissipation at the inlet to ensure it is functioning adequately, and that there is no scour of the surface mulch. Remove accumulated sediment.	Annually, before the wet season begins
9	Inspect overflow pipe to ensure that it can safely convey excess flows to a storm drain. Repair or replace damaged piping.	Annually, before the wet season begins
10	Replace biotreatment soil and mulch, if needed. Check for standing water, structural failure and clogged overflows. Remove trash and debris. Replace dead plants.	Annually at the end of the rainy season, and/or after large storm events
11	Inspect bioretention area using the attached inspection checklist.	Annually, before the wet season

II. Use of Pesticides

Do not use pesticides or other chemical applications to treat diseased plants, control weeds or removed unwanted growth. Employ non-chemical controls (biological, physical and cultural controls) to treat a pest problem. Prune plants properly and at the appropriate time of year. Provide adequate irrigation for landscape plants. Do not over water.

III. Vector Control

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the Santa Clara Valley Vector Control District (District). Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the District, and then only by a licensed professional or contractor. Contact information for the District is provided below.

Santa Clara Valley Vector Control District
 1580 Berger Dr.
 San José, California 95112
 Phone: (408) 918-4770 / (800) 675-1155 - Fax: (408) 298-6356
www.sccgov.org/portal/site/vector

IV. Inspections

The attached Bioretention Area Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

Bioretention Area Inspection and Maintenance Checklist

Property Address: _____

Property Owner: _____

Treatment Measure No.: _____

Date of Inspection: _____

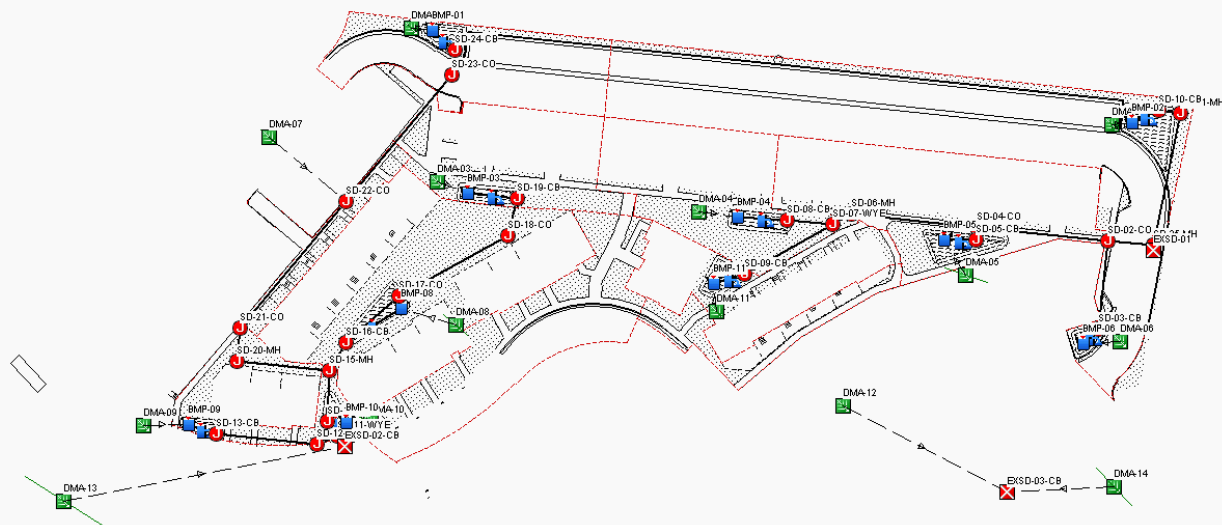
Type of Inspection: ☐ Quarterly ☐ Pre-Wet Season
☐ After heavy runoff ☐ End of Wet Season
☐ Other: _____

Inspector(s): _____

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Standing Water	Water stands in the bioretention area between storms and does not drain within 2-3 days after rainfall.			There should be no areas of standing water once storm event has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of bioretention area, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the bioretention area, inlet, or outlet.			Trash and debris removed from bioretention area and disposed of properly.
3. Sediment	Evidence of sedimentation in bioretention area.			Material removed so that there is no clogging or blockage. Material is disposed of properly.
4. Erosion	Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion.			Obstructions and sediment removed so that water flows freely and disperses over a wide area. Obstructions and sediment are disposed of properly.
5. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
6. Mulch	Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 2 inches in depth.			All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 2 – 3 inches.
7. Miscellaneous	Any condition not covered above that needs attention in order for the bioretention area to function as designed.			Meets the design specifications.

APPENDIX H

Storm Drain Analysis Summary



Project Description

File Name 2021-03-12 Proposed Hydraulics Freeboard Calculations.SPF

Project Options

Flow Units CFS
Elevation Type Elevation
Hydrology Method Modified Rational
Time of Concentration (TOC) Method User-Defined
Link Routing Method Hydrodynamic
Enable Overflow Ponding at Nodes YES
Skip Steady State Analysis Time Periods NO

Analysis Options

Start Analysis On Mar 10, 2021 00:00:00
End Analysis On Mar 10, 2021 03:00:00
Start Reporting On Mar 10, 2021 00:00:00
Antecedent Dry Days 0 days
Runoff (Dry Weather) Time Step 0 01:00:00 days hh:mm:ss
Runoff (Wet Weather) Time Step 0 00:05:00 days hh:mm:ss
Reporting Time Step 0 00:05:00 days hh:mm:ss
Routing Time Step 30 seconds

Number of Elements

	Qty
Rain Gages	0
Subbasins.....	14
Nodes.....	38
<i>Junctions</i>	25
<i>Outfalls</i>	3
<i>Flow Diversions</i>	0
<i>Inlets</i>	0
<i>Storage Nodes</i>	10
Links.....	35
<i>Channels</i>	0
<i>Pipes</i>	25
<i>Pumps</i>	0
<i>Orifices</i>	10
<i>Weirs</i>	0
<i>Outlets</i>	0
Pollutants	0
Land Uses	0

Rainfall Details

Return Period..... 10 year(s)

Subbasin Summary

SN	Subbasin ID	Area	Weighted Runoff Coefficient	Total Rainfall	Total Runoff	Total Runoff Volume	Peak Runoff	Time of Concentration
		(ft ²)		(in)	(in)	(ac-in)	(cfs)	(days hh:mm:ss)
1	DMA-01	7735.99	0.8100	0.33	0.27	0.05	0.28	0 00:10:00
2	DMA-02	19711.99	0.8200	0.33	0.27	0.12	0.73	0 00:10:00
3	DMA-03	8714.00	0.7800	0.33	0.26	0.05	0.31	0 00:10:00
4	DMA-04	10028.99	0.7200	0.33	0.24	0.05	0.33	0 00:10:00
5	DMA-05	9256.02	0.8100	0.33	0.27	0.06	0.34	0 00:10:00
6	DMA-06	3504.00	0.8400	0.33	0.27	0.02	0.13	0 00:10:00
7	DMA-07	2326.02	0.6700	0.33	0.22	0.01	0.07	0 00:10:00
8	DMA-08	16462.98	0.7200	0.33	0.24	0.09	0.53	0 00:10:00
9	DMA-09	4241.00	0.7100	0.33	0.23	0.02	0.14	0 00:10:00
10	DMA-10	10803.01	0.6800	0.33	0.22	0.06	0.33	0 00:10:00
11	DMA-11	6849.98	0.8000	0.33	0.26	0.04	0.25	0 00:10:00
12	DMA-12	2640.00	0.7600	0.33	0.25	0.02	0.09	0 00:10:00
13	DMA-13	58003.00	0.7900	0.33	0.26	0.34	2.06	0 00:10:00
14	DMA-14	53518.00	0.8400	0.33	0.27	0.34	2.02	0 00:10:00

Node Summary

SN	Element ID	Element Type	Invert Elevation	Ground/Rim (Max) Elevation	Initial Water Elevation	Surcharge Elevation	Ponded Area	Peak Inflow	Max HGL Elevation Attained	Max Surcharge Depth Attained	Min Freeboard Attained	Time of Peak Flooding Occurrence	Total Flooded Volume	Total Time Flooded
			(ft)	(ft)	(ft)	(ft)	(ft²)	(cfs)	(ft)	(ft)	(ft)	(days hh:mm)	(ac-in)	(min)
1	SD-01-MH	Junction	31.50	43.90	34.96	0.00	0.00	0.61	34.96	0.00	8.94	0 00:00	0.00	0.00
2	SD-02-CO	Junction	36.09	40.00	34.96	0.00	0.00	0.92	36.55	0.00	3.45	0 00:00	0.00	0.00
3	SD-03-CB	Junction	38.24	40.83	34.96	0.00	0.00	0.15	38.36	0.00	2.47	0 00:00	0.00	0.00
4	SD-04-CO	Junction	36.92	41.00	34.96	0.00	0.00	0.81	37.31	0.00	3.69	0 00:00	0.00	0.00
5	SD-05-CB	Junction	37.34	42.46	34.96	0.00	0.00	0.30	37.59	0.00	4.87	0 00:00	0.00	0.00
6	SD-06-MH	Junction	37.71	43.96	34.96	0.00	0.00	0.51	38.00	0.00	5.96	0 00:00	0.00	0.00
7	SD-07-WYE	Junction	37.85	41.00	34.96	0.00	0.00	0.51	38.22	0.00	2.78	0 00:00	0.00	0.00
8	SD-08-CB	Junction	38.44	41.58	34.96	0.00	0.00	0.29	38.71	0.00	2.87	0 00:00	0.00	0.00
9	SD-09-CB	Junction	41.16	43.83	34.96	0.00	0.00	0.22	41.30	0.00	2.53	0 00:00	0.00	0.00
10	SD-10-CB	Junction	39.21	41.83	34.96	0.00	0.00	0.61	39.65	0.00	2.18	0 00:00	0.00	0.00
11	SD-11-WYE	Junction	34.29	39.50	34.96	6.00	0.00	1.42	35.35	0.00	4.15	0 00:00	0.00	0.00
12	SD-12-CB	Junction	34.74	38.00	34.96	0.00	0.00	0.13	35.36	0.00	2.64	0 00:00	0.00	0.00
13	SD-13-CB	Junction	35.72	38.83	34.96	0.00	0.00	0.13	35.87	0.00	2.96	0 00:00	0.00	0.00
14	SD-14-CB	Junction	34.76	38.13	34.96	0.00	0.00	1.31	35.72	0.00	2.41	0 00:00	0.00	0.00
15	SD-15-MH	Junction	35.95	38.60	34.96	0.00	0.00	1.03	36.33	0.00	2.27	0 00:00	0.00	0.00
16	SD-16-CB	Junction	36.15	38.88	34.96	0.00	0.00	0.73	36.62	0.00	2.26	0 00:00	0.00	0.00
17	SD-17-CO	Junction	36.66	40.00	34.96	0.00	0.00	0.27	36.91	0.00	3.09	0 00:00	0.00	0.00
18	SD-18-CO	Junction	39.50	41.00	34.96	0.00	0.00	0.27	39.68	0.00	1.32	0 00:00	0.00	0.00
19	SD-19-CB	Junction	41.16	43.83	34.96	0.00	0.00	0.27	41.32	0.00	2.51	0 00:00	0.00	0.00
20	SD-20-MH	Junction	37.27	39.77	34.96	0.00	0.00	0.31	37.57	0.00	2.20	0 00:00	0.00	0.00
21	SD-21-CO	Junction	38.51	42.00	34.96	0.00	0.00	0.31	38.68	0.00	3.32	0 00:00	0.00	0.00
22	SD-22-CO	Junction	39.54	42.00	34.96	0.00	0.00	0.31	39.85	0.00	2.15	0 00:00	0.00	0.00
23	SD-23-CO	Junction	40.58	42.50	34.96	0.00	0.00	0.26	40.83	0.00	1.67	0 00:00	0.00	0.00
24	SD-24-CB	Junction	40.74	43.33	34.96	0.00	0.00	0.26	41.03	0.00	2.30	0 00:00	0.00	0.00
25	SD-25-MH	Junction	30.71	42.70	34.96	0.00	0.00	1.52	34.96	0.00	7.74	0 00:00	0.00	0.00
26	EXSD-01-MH	Outfall	30.71					1.52	34.96					
27	EXSD-02-CB	Outfall	33.96					3.25	34.96					
28	EXSD-03-CB	Outfall	27.50					2.11	27.50					
29	BMP-01	Storage Node	42.83	43.50	43.33		0.00	0.28	43.40				0.00	0.00
30	BMP-10	Storage Node	37.63	38.30	38.13		0.00	0.33	38.21				0.00	0.00
31	BMP-11	Storage Node	43.33	44.00	43.83		0.00	0.25	43.89				0.00	0.00
32	BMP-2	Storage Node	41.33	42.00	41.83		0.00	0.73	41.96				0.00	0.00
33	BMP-3	Storage Node	43.33	44.00	43.83		0.00	0.31	43.91				0.00	0.00
34	BMP-4	Storage Node	41.08	41.75	41.58		0.00	0.32	41.66				0.00	0.00
35	BMP-5	Storage Node	41.96	42.63	42.46		0.00	0.34	42.54				0.00	0.00
36	BMP-6	Storage Node	40.33	41.00	40.88		0.00	0.13	40.88				0.00	0.00
37	BMP-8	Storage Node	38.38	39.05	38.88		0.00	0.53	38.99				0.00	0.00
38	BMP-9	Storage Node	38.33	39.00	38.83		0.00	0.14	38.88				0.00	0.00

Minimum Freeboard Obtained

Link Summary

SN	Element ID	Element Type	From (Inlet) Node	To (Outlet) Node	Length	Inlet Invert Elevation	Outlet Invert Elevation	Average Slope	Diameter or Height	Manning's Roughness	Peak Flow	Design Flow Capacity	Peak Flow/ Design Flow Ratio	Peak Flow Velocity	Peak Flow Depth	Peak Flow Depth/ Total Depth Ratio	Total Time Surcharged	Reported Condition
					(ft)	(ft)	(ft)	(%)	(in)		(cfs)	(cfs)		(ft/sec)	(ft)		(min)	
1	PIPE-01	Pipe	SD-01-MH	SD-25-MH	84.91	31.50	30.71	0.9300	42.000	0.0150	0.61	84.11	0.01	0.06	3.48	0.99	0.00	Calculated
2	PIPE-02	Pipe	SD-10-CB	SD-01-MH	13.67	39.21	39.07	1.0200	8.000	0.0150	0.61	1.06	0.57	2.77	0.40	0.60	0.00	Calculated
3	PIPE-03	Pipe	SD-02-CO	SD-25-MH	29.15	36.09	35.79	1.0300	10.000	0.0150	0.92	1.93	0.48	3.18	0.43	0.52	0.00	Calculated
4	PIPE-04	Pipe	SD-03-CB	SD-02-CO	55.79	38.24	36.26	3.5500	6.000	0.0150	0.12	0.92	0.13	2.76	0.21	0.41	0.00	Calculated
5	PIPE-05	Pipe	SD-04-CO	SD-02-CO	82.83	36.92	36.09	1.0000	10.000	0.0150	0.80	1.90	0.42	2.87	0.43	0.51	0.00	Calculated
6	PIPE-06	Pipe	SD-05-CB	SD-04-CO	7.88	37.34	37.09	3.1700	6.000	0.0150	0.30	0.87	0.35	3.43	0.24	0.47	0.00	Calculated
7	PIPE-07	Pipe	SD-06-MH	SD-04-CO	79.55	37.71	36.92	0.9900	10.000	0.0150	0.51	1.89	0.27	2.40	0.34	0.41	0.00	Calculated
8	PIPE-08	Pipe	SD-07-WYE	SD-06-MH	13.48	37.85	37.71	1.0400	8.000	0.0150	0.51	1.07	0.48	2.92	0.33	0.50	0.00	Calculated
9	PIPE-09	Pipe	SD-08-CB	SD-07-WYE	29.27	38.44	38.02	1.4300	6.000	0.0150	0.29	0.58	0.50	2.80	0.26	0.53	0.00	Calculated
10	PIPE-10	Pipe	SD-09-CB	SD-07-WYE	63.76	38.49	37.85	1.0000	8.000	0.0150	0.22	2.39	0.09	1.80	0.25	0.38	0.00	Calculated
11	PIPE-11	Pipe	SD-11-WYE	EXSD-02-CB	8.16	34.29	33.96	4.0400	8.000	0.0140	1.42	2.26	0.63	4.08	0.67	1.00	180.00	SURCHARGED
12	PIPE-12	Pipe	SD-12-CB	SD-11-WYE	14.07	34.74	34.46	1.9900	6.000	0.0140	0.13	0.74	0.17	0.64	0.50	1.00	5.00	SURCHARGED
13	PIPE-13	Pipe	SD-13-CB	SD-12-CB	64.24	35.72	34.74	1.5300	6.000	0.0140	0.13	0.64	0.20	1.00	0.33	0.65	0.00	Calculated
14	PIPE-14	Pipe	SD-14-CB	SD-11-WYE	11.43	34.76	34.29	4.1100	8.000	0.0140	1.31	2.28	0.57	3.75	0.67	1.00	6.00	SURCHARGED
15	PIPE-15	Pipe	SD-15-MH	SD-14-CB	31.58	35.95	34.76	3.7700	8.000	0.0140	1.03	2.18	0.47	3.65	0.52	0.78	0.00	Calculated
16	PIPE-16	Pipe	SD-16-CB	SD-15-MH	20.42	36.15	35.95	0.9800	8.000	0.0140	0.73	1.11	0.65	3.43	0.42	0.63	0.00	Calculated
17	PIPE-17	Pipe	SD-17-CO	SD-16-CB	44.95	36.66	36.15	1.1300	6.000	0.0140	0.27	0.55	0.49	1.84	0.36	0.71	0.00	Calculated
18	PIPE-18	Pipe	SD-18-CO	SD-17-CO	77.91	39.50	36.66	3.6500	6.000	0.0140	0.27	0.99	0.28	3.46	0.21	0.43	0.00	Calculated
19	PIPE-19	Pipe	SD-19-CB	SD-18-CO	24.84	41.16	39.50	6.6800	6.000	0.0140	0.27	1.35	0.20	4.67	0.17	0.34	0.00	Calculated
20	PIPE-20	Pipe	SD-20-MH	SD-15-MH	58.89	37.27	36.68	1.0000	6.000	0.0140	0.31	0.52	0.59	2.66	0.29	0.57	0.00	Calculated
21	PIPE-21	Pipe	SD-21-CO	SD-20-MH	21.24	38.51	37.27	5.8400	6.000	0.0140	0.31	1.26	0.25	3.51	0.23	0.47	0.00	Calculated
22	PIPE-22	Pipe	SD-22-CO	SD-21-CO	103.75	39.54	38.51	0.9900	6.000	0.0140	0.31	0.52	0.60	3.34	0.24	0.48	0.00	Calculated
23	PIPE-23	Pipe	SD-23-CO	SD-22-CO	103.83	40.58	39.54	1.0000	6.000	0.0140	0.25	0.52	0.49	2.28	0.28	0.56	0.00	Calculated
24	PIPE-24	Pipe	SD-24-CB	SD-23-CO	16.21	40.74	40.58	0.9900	6.000	0.0140	0.26	0.52	0.50	2.43	0.27	0.53	0.00	Calculated
25	PIPE-25	Pipe	SD-25-MH	EXSD-01-MH	3.22	30.71	30.71	0.0000	0.000	0.0150	1.52	0.00	0.50	0.00	0.27	0.53	0.00	Calculated
26	OVERFLOW-01	Orifice	BMP-01	SD-24-CB		42.83	40.74		12.000		0.26							
27	OVERFLOW-02	Orifice	BMP-2	SD-10-CB		41.33	39.21		12.000		0.61							
28	OVERFLOW-03	Orifice	BMP-3	SD-19-CB		43.33	41.16		12.000		0.27							
29	OVERFLOW-04	Orifice	BMP-4	SD-08-CB		41.08	38.44		12.000		0.29							
30	OVERFLOW-05	Orifice	BMP-5	SD-05-CB		41.96	37.34		12.000		0.30							
31	OVERFLOW-06	Orifice	BMP-6	SD-03-CB		40.33	38.24		12.000		0.15							
32	OVERFLOW-08	Orifice	BMP-8	SD-16-CB		38.38	36.15		12.000		0.46							
33	OVERFLOW-09	Orifice	BMP-9	SD-13-CB		38.33	35.72		12.000		0.13							
34	OVERFLOW-10	Orifice	BMP-10	SD-14-CB		37.63	34.76		12.000		0.30							
35	OVERFLOW-11	Orifice	BMP-11	SD-09-CB		43.33	41.16		12.000		0.22							

Subbasin Hydrology

Subbasin : DMA-01

Input Data

Area (ft²) 7735.99
Weighted Runoff Coefficient 0.8100

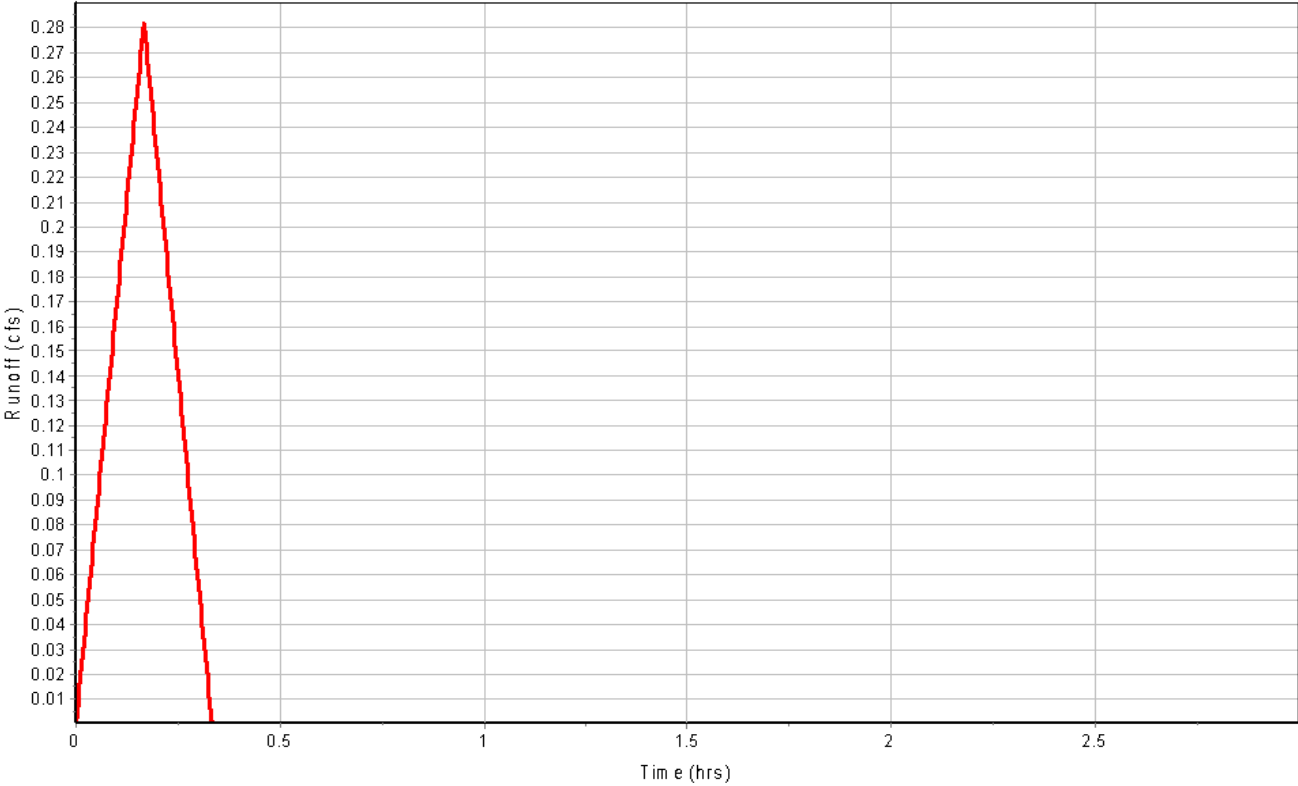
Runoff Coefficient

Soil/Surface Description	Area (ft²)	Soil Group	Runoff Coeff.
-	6303.00	-	0.90
-	1432.99	-	0.40
Composite Area & Weighted Runoff Coeff.	7735.99		0.81

Subbasin Runoff Results

Total Rainfall (in) 0.33
Total Runoff (in) 0.27
Peak Runoff (cfs) 0.28
Rainfall Intensity 1.960
Weighted Runoff Coefficient 0.8100
Time of Concentration (days hh:mm:ss) 0 00:10:00

Runoff Hydrograph



Subbasin : DMA-02

Input Data

Area (ft²) 19711.99
Weighted Runoff Coefficient 0.8200

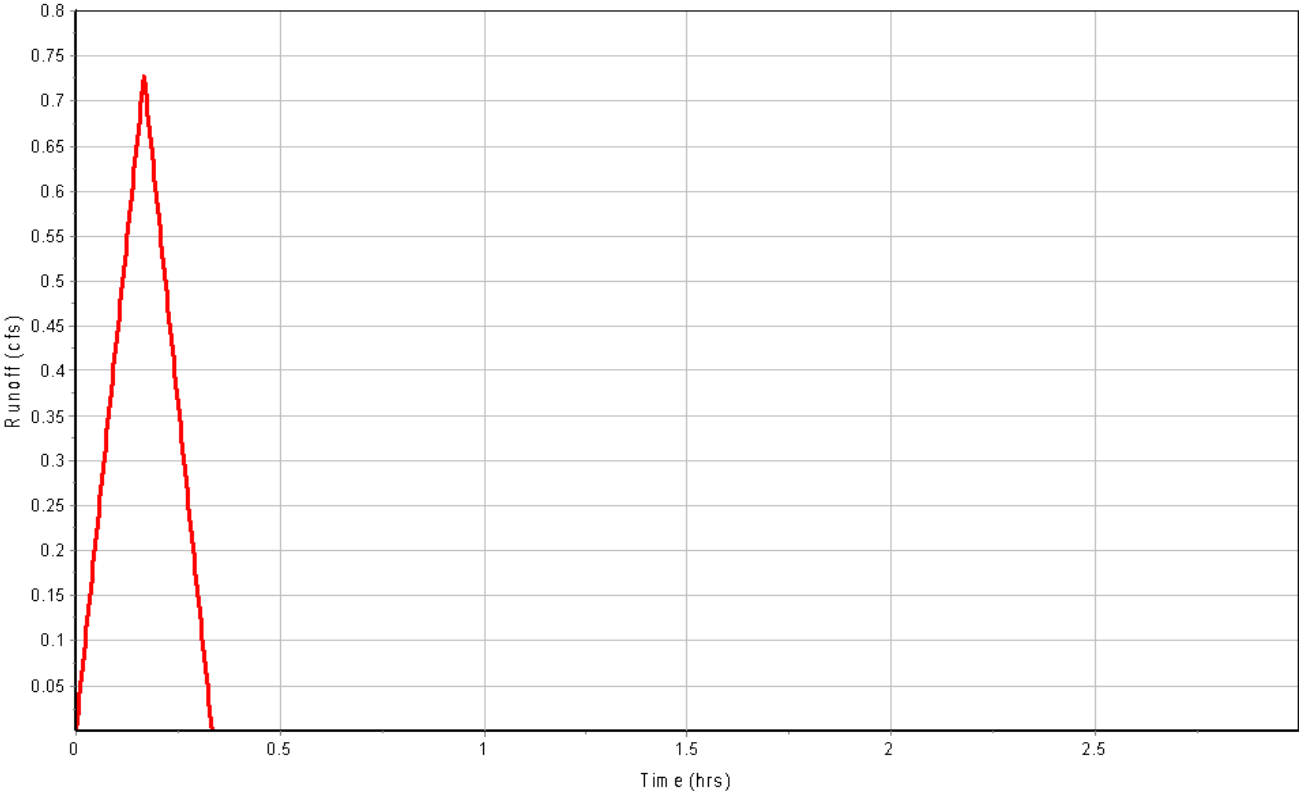
Runoff Coefficient

Soil/Surface Description	Area (ft²)	Soil Group	Runoff Coeff.
-	16632.99	-	0.90
-	3079.00	-	0.40
Composite Area & Weighted Runoff Coeff.	19711.99		0.82

Subbasin Runoff Results

Total Rainfall (in) 0.33
Total Runoff (in) 0.27
Peak Runoff (cfs) 0.73
Rainfall Intensity 1.960
Weighted Runoff Coefficient 0.8200
Time of Concentration (days hh:mm:ss) 0 00:10:00

Runoff Hydrograph



Subbasin : DMA-03

Input Data

Area (ft²) 8714.00
Weighted Runoff Coefficient 0.7800

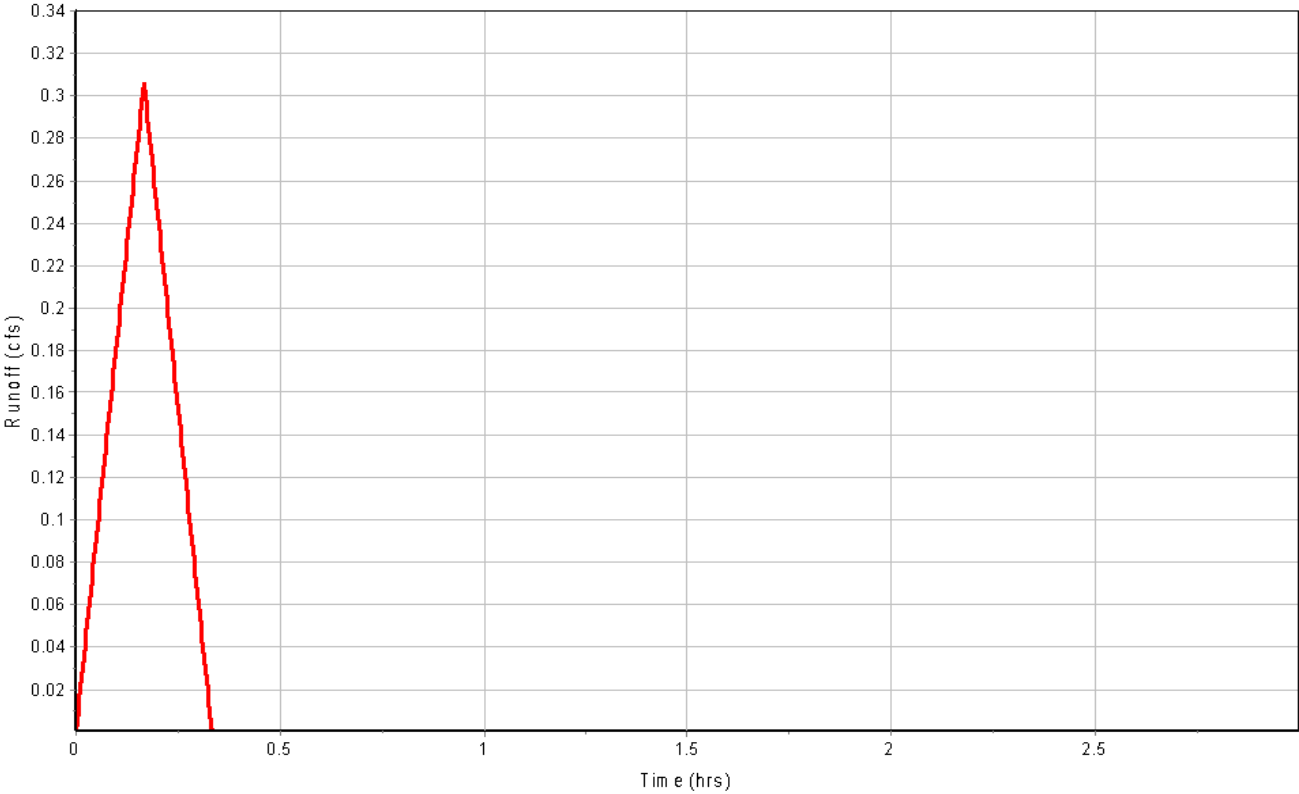
Runoff Coefficient

Soil/Surface Description	Area (ft²)	Soil Group	Runoff Coeff.
-	6680.01	-	0.90
-	2033.99	-	0.40
Composite Area & Weighted Runoff Coeff.	8714.00		0.78

Subbasin Runoff Results

Total Rainfall (in) 0.33
Total Runoff (in) 0.26
Peak Runoff (cfs) 0.31
Rainfall Intensity 1.960
Weighted Runoff Coefficient 0.7800
Time of Concentration (days hh:mm:ss) 0 00:10:00

Runoff Hydrograph



Subbasin : DMA-04

Input Data

Area (ft²) 10028.99
Weighted Runoff Coefficient 0.7200

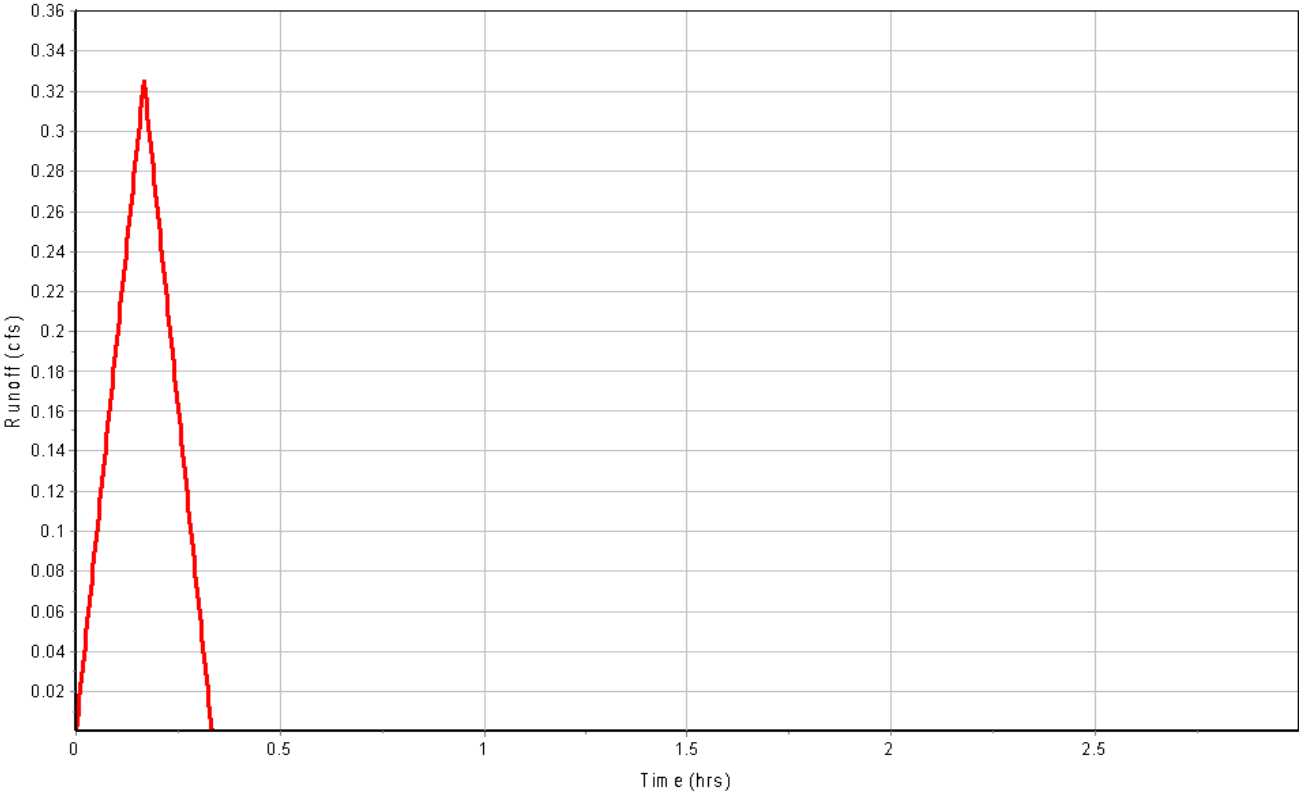
Runoff Coefficient

Soil/Surface Description	Area (ft²)	Soil Group	Runoff Coeff.
-	6518.01	-	0.90
-	3510.98	-	0.40
Composite Area & Weighted Runoff Coeff.	10028.99		0.72

Subbasin Runoff Results

Total Rainfall (in) 0.33
Total Runoff (in) 0.24
Peak Runoff (cfs) 0.33
Rainfall Intensity 1.960
Weighted Runoff Coefficient 0.7200
Time of Concentration (days hh:mm:ss) 0 00:10:00

Runoff Hydrograph



Subbasin : DMA-05

Input Data

Area (ft²) 9256.02
Weighted Runoff Coefficient 0.8100

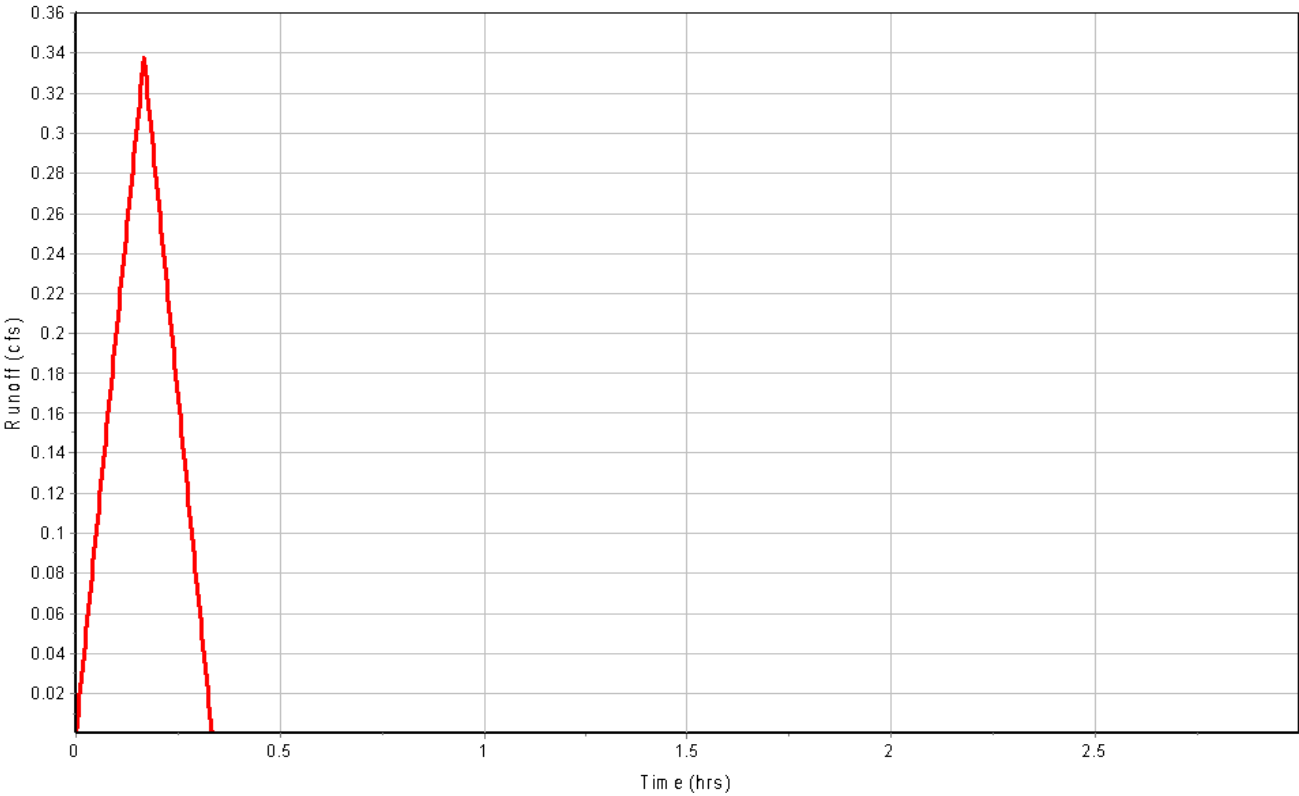
Runoff Coefficient

Soil/Surface Description	Area (ft²)	Soil Group	Runoff Coeff.
-	7663.99	-	0.90
-	1591.99	-	0.40
Composite Area & Weighted Runoff Coeff.	9255.98		0.81

Subbasin Runoff Results

Total Rainfall (in) 0.33
Total Runoff (in) 0.27
Peak Runoff (cfs) 0.34
Rainfall Intensity 1.960
Weighted Runoff Coefficient 0.8100
Time of Concentration (days hh:mm:ss) 0 00:10:00

Runoff Hydrograph



Subbasin : DMA-06

Input Data

Area (ft²) 3504.00
Weighted Runoff Coefficient 0.8400

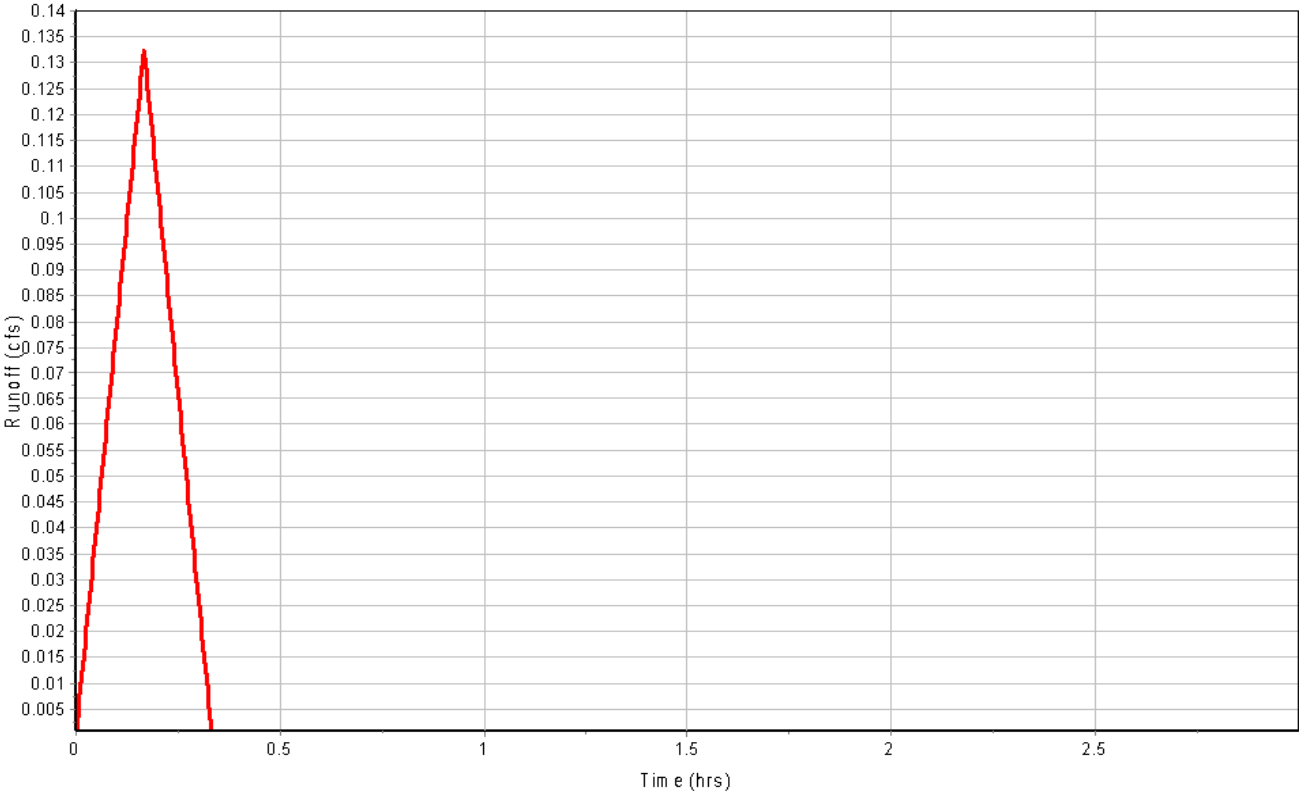
Runoff Coefficient

Soil/Surface Description	Area (ft²)	Soil Group	Runoff Coeff.
-	3098.99	-	0.90
-	405.02	-	0.40
Composite Area & Weighted Runoff Coeff.	3504.01		0.84

Subbasin Runoff Results

Total Rainfall (in) 0.33
Total Runoff (in) 0.27
Peak Runoff (cfs) 0.13
Rainfall Intensity 1.960
Weighted Runoff Coefficient 0.8400
Time of Concentration (days hh:mm:ss) 0 00:10:00

Runoff Hydrograph



Subbasin : DMA-07

Input Data

Area (ft²) 2326.02
Weighted Runoff Coefficient 0.6700

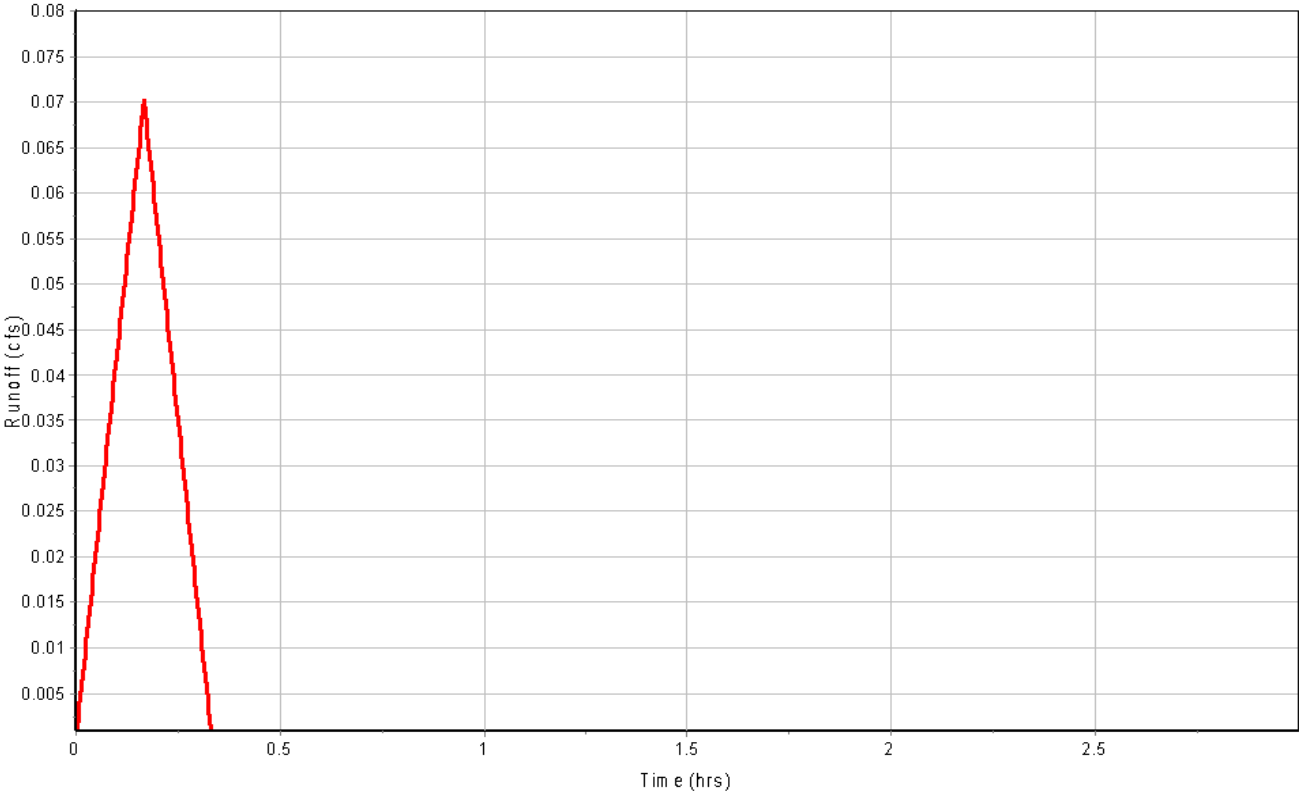
Runoff Coefficient

Soil/Surface Description	Area (ft²)	Soil Group	Runoff Coeff.
-	1252.00	-	0.90
-	1074.02	-	0.40
Composite Area & Weighted Runoff Coeff.	2326.02		0.67

Subbasin Runoff Results

Total Rainfall (in) 0.33
Total Runoff (in) 0.22
Peak Runoff (cfs) 0.07
Rainfall Intensity 1.960
Weighted Runoff Coefficient 0.6700
Time of Concentration (days hh:mm:ss) 0 00:10:00

Runoff Hydrograph



Subbasin : DMA-08

Input Data

Area (ft²) 16462.98
Weighted Runoff Coefficient 0.7200

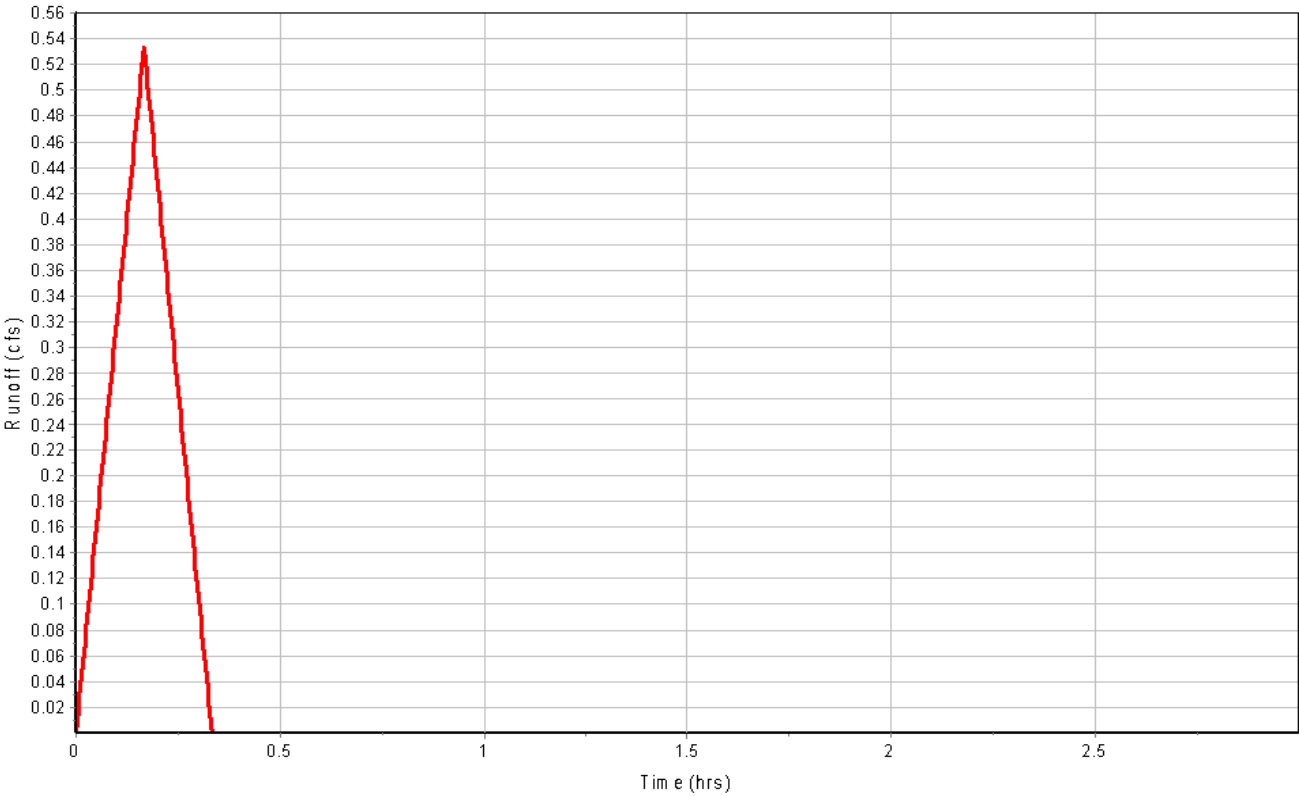
Runoff Coefficient

Soil/Surface Description	Area (ft²)	Soil Group	Runoff Coeff.
-	10378.00	-	0.90
-	6084.98	-	0.40
Composite Area & Weighted Runoff Coeff.	16462.98		0.72

Subbasin Runoff Results

Total Rainfall (in) 0.33
Total Runoff (in) 0.24
Peak Runoff (cfs) 0.53
Rainfall Intensity 1.960
Weighted Runoff Coefficient 0.7200
Time of Concentration (days hh:mm:ss) 0 00:10:00

Runoff Hydrograph



Subbasin : DMA-09

Input Data

Area (ft²) 4241.00
Weighted Runoff Coefficient 0.7100

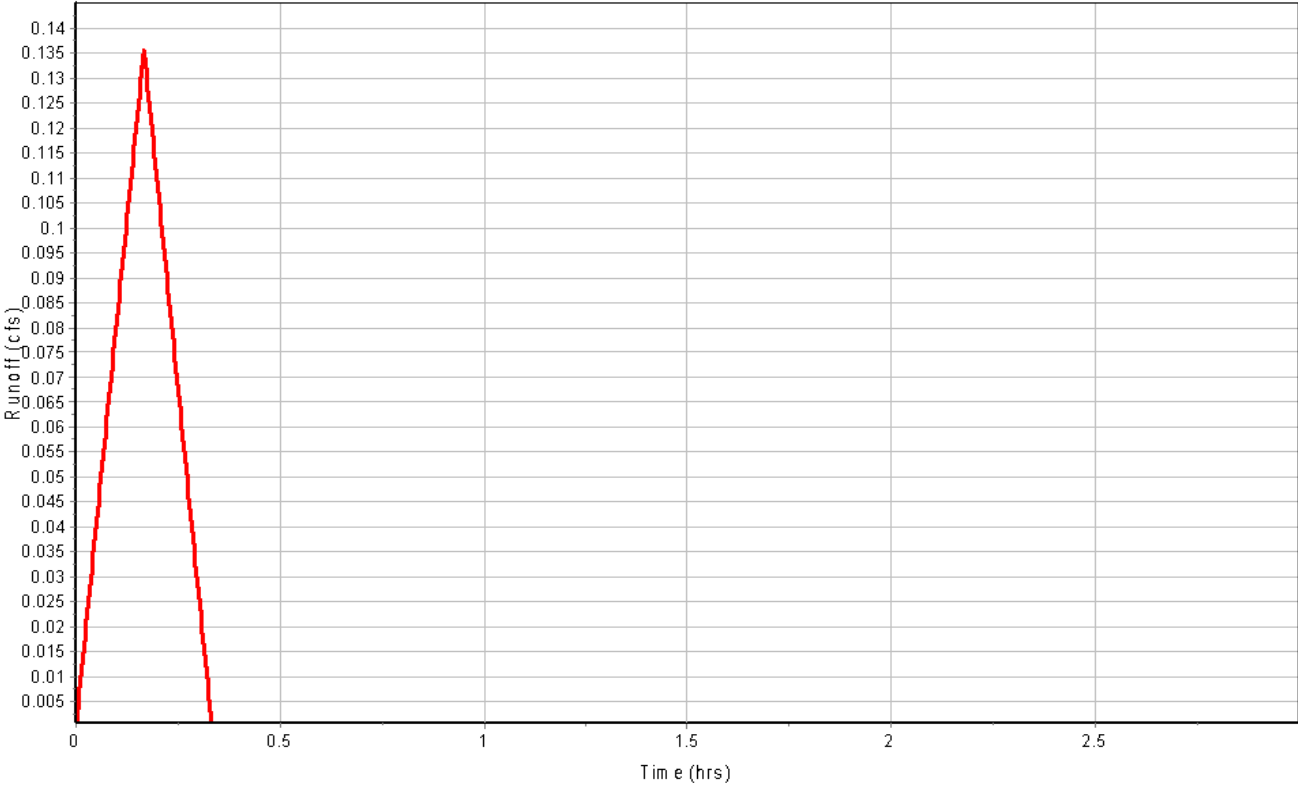
Runoff Coefficient

Soil/Surface Description	Area (ft²)	Soil Group	Runoff Coeff.
-	2607.98	-	0.90
-	1633.02	-	0.40
Composite Area & Weighted Runoff Coeff.	4241.00		0.71

Subbasin Runoff Results

Total Rainfall (in) 0.33
Total Runoff (in) 0.23
Peak Runoff (cfs) 0.14
Rainfall Intensity 1.960
Weighted Runoff Coefficient 0.7100
Time of Concentration (days hh:mm:ss) 0 00:10:00

Runoff Hydrograph



Subbasin : DMA-10

Input Data

Area (ft²) 10803.01
Weighted Runoff Coefficient 0.6800

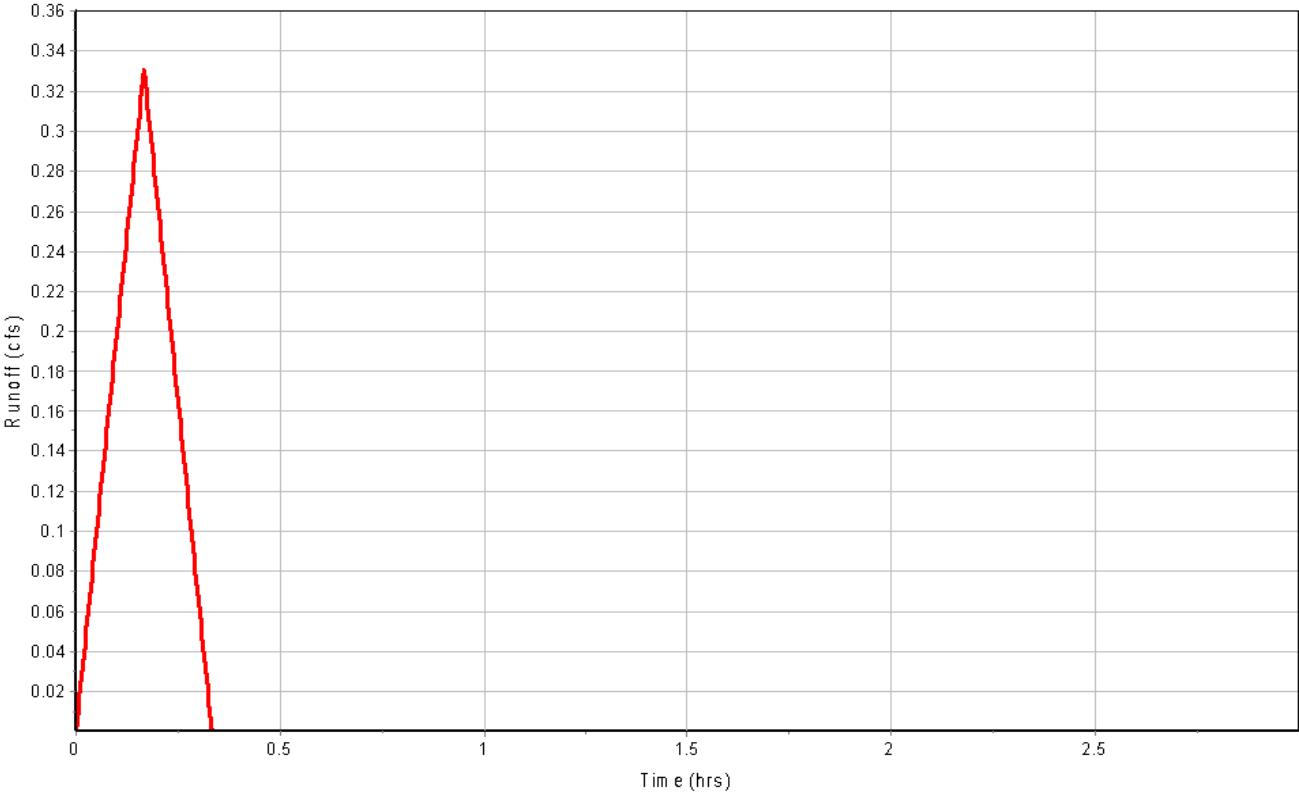
Runoff Coefficient

Soil/Surface Description	Area (ft²)	Soil Group	Runoff Coeff.
-	6065.99	-	0.90
-	4737.02	-	0.40
Composite Area & Weighted Runoff Coeff.	10803.01		0.68

Subbasin Runoff Results

Total Rainfall (in) 0.33
Total Runoff (in) 0.22
Peak Runoff (cfs) 0.33
Rainfall Intensity 1.960
Weighted Runoff Coefficient 0.6800
Time of Concentration (days hh:mm:ss) 0 00:10:00

Runoff Hydrograph



Subbasin : DMA-11

Input Data

Area (ft²) 6849.98
Weighted Runoff Coefficient 0.8000

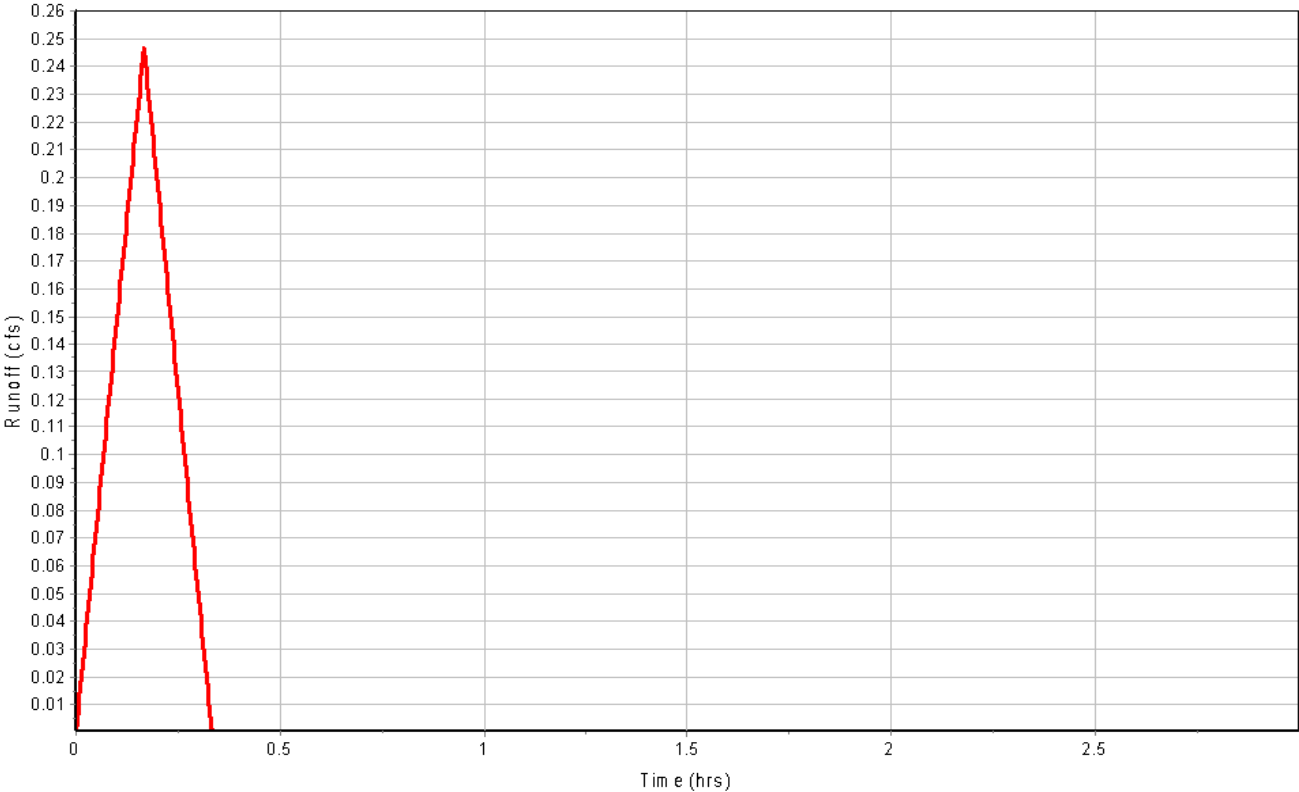
Runoff Coefficient

Soil/Surface Description	Area (ft²)	Soil Group	Runoff Coeff.
-	5485.99	-	0.90
-	1363.99	-	0.40
Composite Area & Weighted Runoff Coeff.	6849.98		0.80

Subbasin Runoff Results

Total Rainfall (in) 0.33
Total Runoff (in) 0.26
Peak Runoff (cfs) 0.25
Rainfall Intensity 1.960
Weighted Runoff Coefficient 0.8000
Time of Concentration (days hh:mm:ss) 0 00:10:00

Runoff Hydrograph



Subbasin : DMA-12

Input Data

Area (ft²) 2640.00
Weighted Runoff Coefficient 0.7600

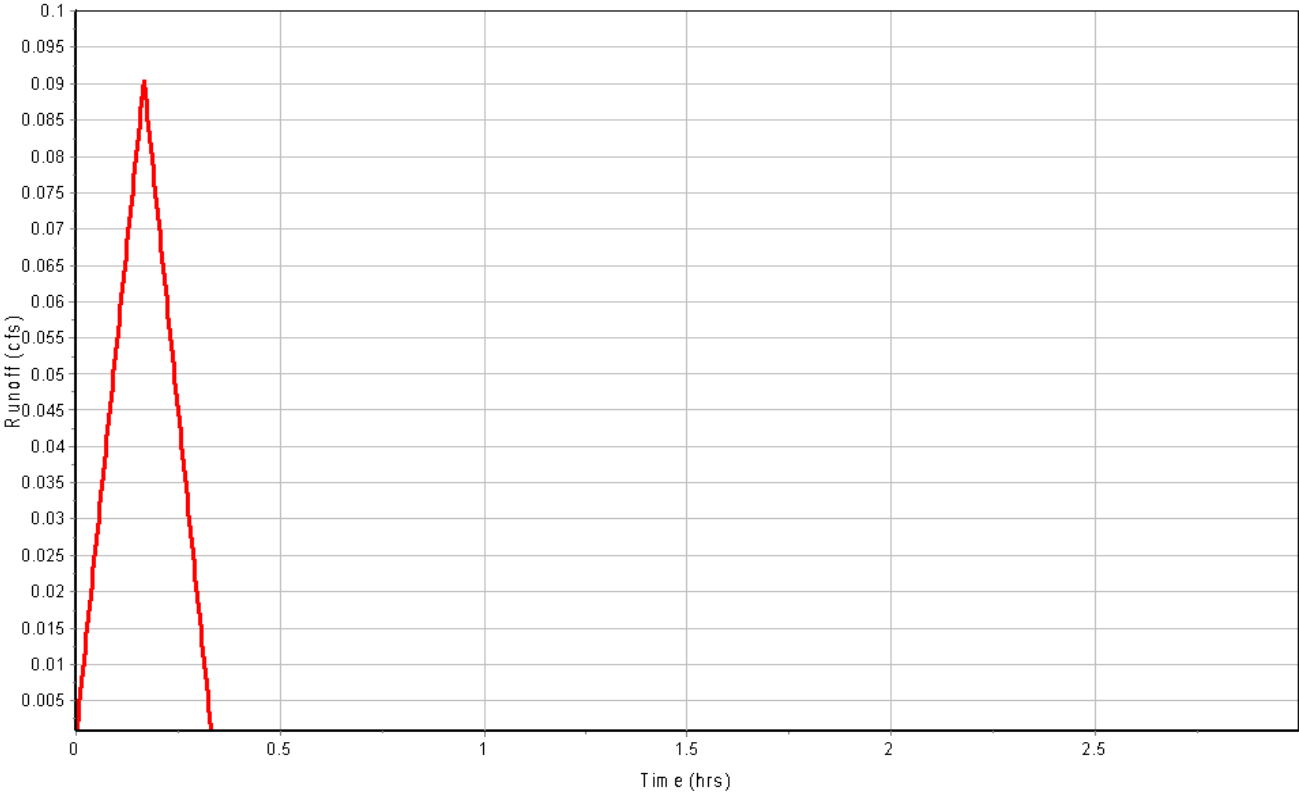
Runoff Coefficient

Soil/Surface Description	Area (ft²)	Soil Group	Runoff Coeff.
-	1922.00	-	0.90
-	718.00	-	0.40
Composite Area & Weighted Runoff Coeff.	2640.00		0.76

Subbasin Runoff Results

Total Rainfall (in) 0.33
Total Runoff (in) 0.25
Peak Runoff (cfs) 0.09
Rainfall Intensity 1.960
Weighted Runoff Coefficient 0.7600
Time of Concentration (days hh:mm:ss) 0 00:10:00

Runoff Hydrograph



Subbasin : DMA-13

Input Data

Area (ft²) 58003.00
Weighted Runoff Coefficient 0.7900

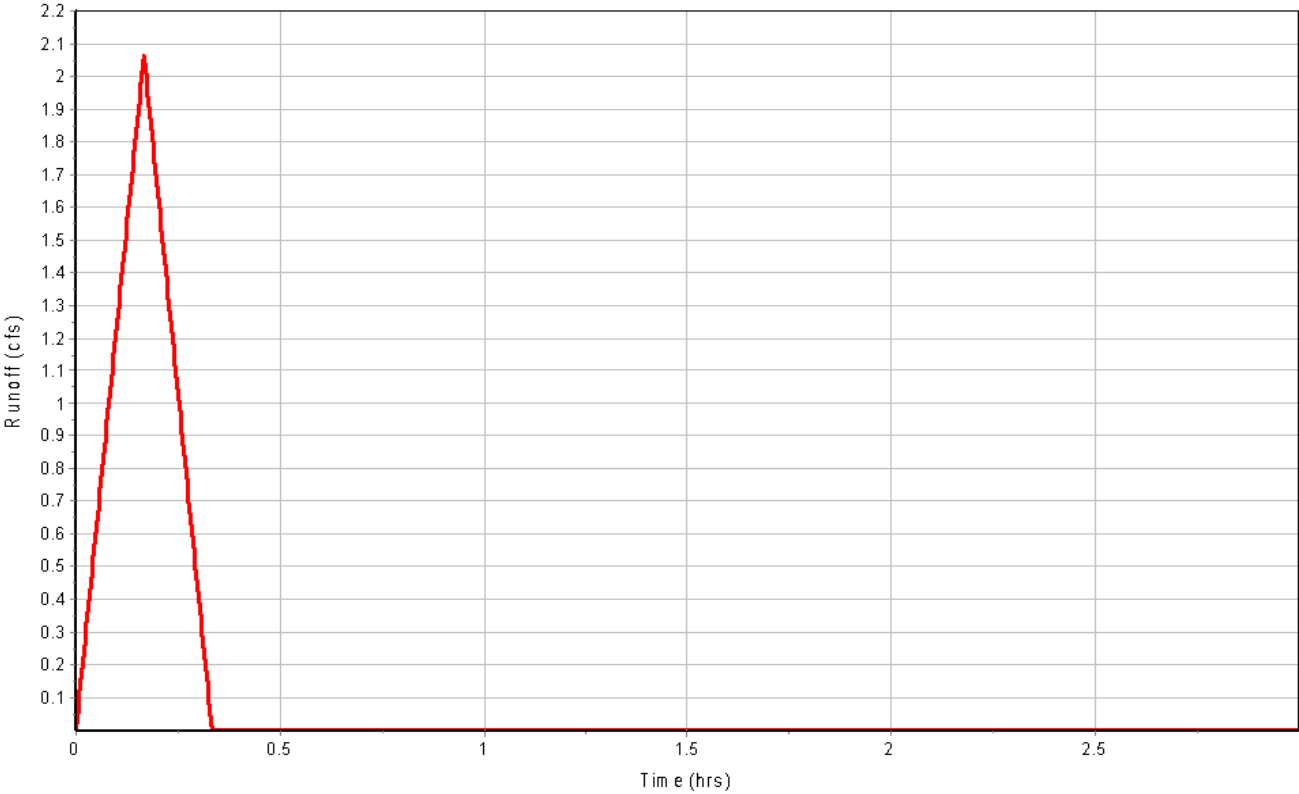
Runoff Coefficient

Soil/Surface Description	Area (ft²)	Soil Group	Runoff Coeff.
-	45723.02	-	0.90
-	12280.00	-	0.40
Composite Area & Weighted Runoff Coeff.	58003.02		0.79

Subbasin Runoff Results

Total Rainfall (in) 0.33
Total Runoff (in) 0.26
Peak Runoff (cfs) 2.06
Rainfall Intensity 1.960
Weighted Runoff Coefficient 0.7900
Time of Concentration (days hh:mm:ss) 0 00:10:00

Runoff Hydrograph



Subbasin : DMA-14

Input Data

Area (ft²) 53518.00
Weighted Runoff Coefficient 0.8400

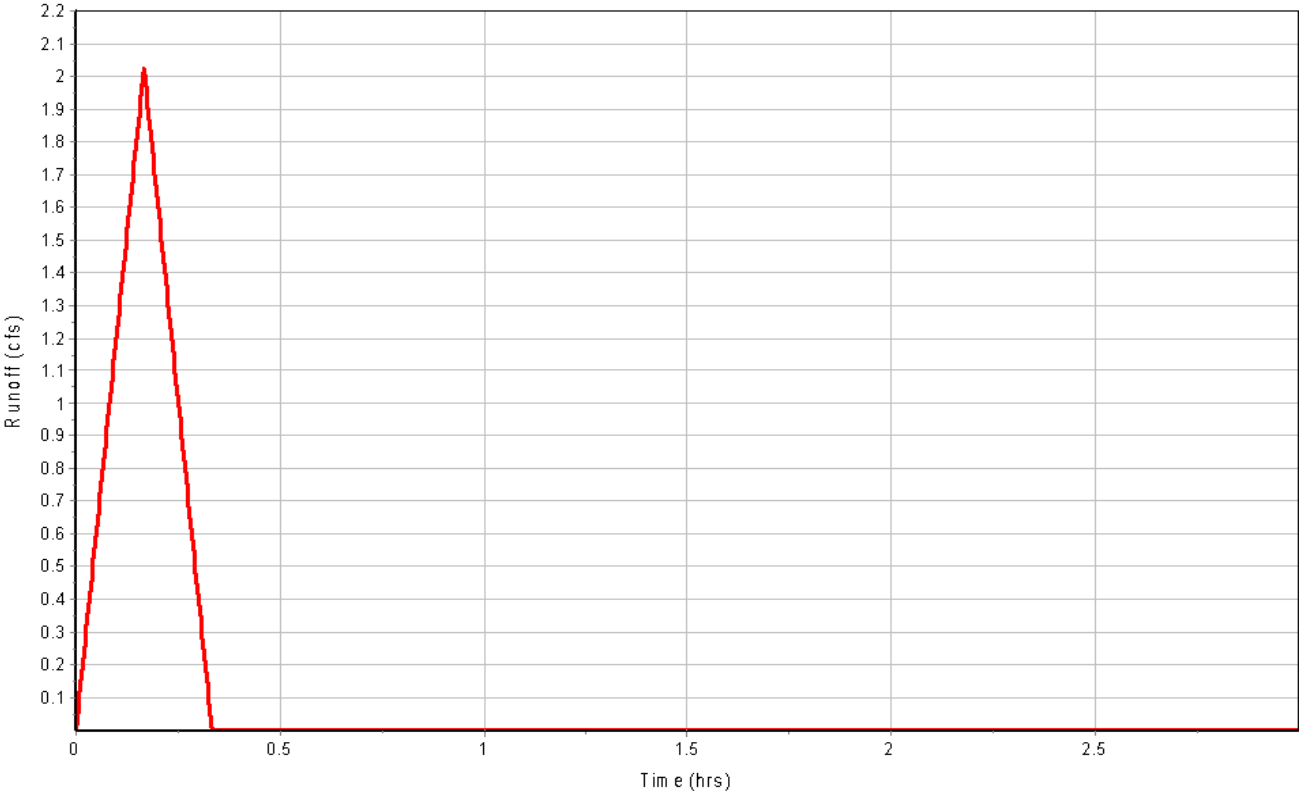
Runoff Coefficient

Soil/Surface Description	Area (ft²)	Soil Group	Runoff Coeff.
-	47206.02	-	0.90
-	6312.02	-	0.40
Composite Area & Weighted Runoff Coeff.	53518.04		0.84

Subbasin Runoff Results

Total Rainfall (in) 0.33
Total Runoff (in) 0.27
Peak Runoff (cfs) 2.02
Rainfall Intensity 1.960
Weighted Runoff Coefficient 0.8400
Time of Concentration (days hh:mm:ss) 0 00:10:00

Runoff Hydrograph



Junction Input

SN	Element ID	Invert Elevation (ft)	Ground/Rim (Max) Elevation (ft)	Ground/Rim (Max) Offset (ft)	Initial Water Elevation (ft)	Initial Water Depth (ft)	Surcharge Elevation (ft)	Surcharge Depth (ft)	Ponded Area (ft²)	Minimum Pipe Cover (in)
1	SD-01-MH	31.50	43.90	12.40	34.96	3.46	0.00	-43.90	0.00	0.00
2	SD-02-CO	36.09	40.00	3.91	34.96	-1.13	0.00	-40.00	0.00	0.00
3	SD-03-CB	38.24	40.83	2.59	34.96	-3.28	0.00	-40.83	0.00	0.00
4	SD-04-CO	36.92	41.00	4.08	34.96	-1.96	0.00	-41.00	0.00	0.00
5	SD-05-CB	37.34	42.46	5.12	34.96	-2.38	0.00	-42.46	0.00	0.00
6	SD-06-MH	37.71	43.96	6.25	34.96	-2.75	0.00	-43.96	0.00	0.00
7	SD-07-WYE	37.85	41.00	3.15	34.96	-2.89	0.00	-41.00	0.00	0.00
8	SD-08-CB	38.44	41.58	3.14	34.96	-3.48	0.00	-41.58	0.00	0.00
9	SD-09-CB	41.16	43.83	2.67	34.96	-6.20	0.00	-43.83	0.00	0.00
10	SD-10-CB	39.21	41.83	2.62	34.96	-4.25	0.00	-41.83	0.00	0.00
11	SD-11-WYE	34.29	39.50	5.21	34.96	0.67	6.00	-33.50	0.00	0.00
12	SD-12-CB	34.74	38.00	3.26	34.96	0.22	0.00	-38.00	0.00	0.00
13	SD-13-CB	35.72	38.83	3.11	34.96	-0.76	0.00	-38.83	0.00	0.00
14	SD-14-CB	34.76	38.13	3.37	34.96	0.20	0.00	-38.13	0.00	0.00
15	SD-15-MH	35.95	38.60	2.65	34.96	-0.99	0.00	-38.60	0.00	0.00
16	SD-16-CB	36.15	38.88	2.73	34.96	-1.19	0.00	-38.88	0.00	0.00
17	SD-17-CO	36.66	40.00	3.34	34.96	-1.70	0.00	-40.00	0.00	0.00
18	SD-18-CO	39.50	41.00	1.50	34.96	-4.54	0.00	-41.00	0.00	0.00
19	SD-19-CB	41.16	43.83	2.67	34.96	-6.20	0.00	-43.83	0.00	0.00
20	SD-20-MH	37.27	39.77	2.50	34.96	-2.31	0.00	-39.77	0.00	0.00
21	SD-21-CO	38.51	42.00	3.49	34.96	-3.55	0.00	-42.00	0.00	0.00
22	SD-22-CO	39.54	42.00	2.46	34.96	-4.58	0.00	-42.00	0.00	0.00
23	SD-23-CO	40.58	42.50	1.92	34.96	-5.62	0.00	-42.50	0.00	0.00
24	SD-24-CB	40.74	43.33	2.59	34.96	-5.78	0.00	-43.33	0.00	0.00
25	SD-25-MH	30.71	42.70	11.99	34.96	4.25	0.00	-42.70	0.00	0.00

Junction Results

SN Element ID	Peak Inflow	Peak Lateral Inflow	Max HGL Elevation Attained	Max HGL Depth Attained	Max Surcharge Depth Attained	Min Freeboard Attained	Average HGL Elevation Attained	Average HGL Depth Attained	Time of Max HGL Occurrence	Time of Peak Flooding Occurrence	Total Flooded Volume	Total Time Flooded
	(cfs)	(cfs)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(days hh:mm)	(days hh:mm)	(ac-in)	(min)
1 SD-01-MH	0.61	0.00	34.96	3.46	0.00	8.94	34.96	3.46	0 00:10	0 00:00	0.00	0.00
2 SD-02-CO	0.92	0.00	36.55	0.46	0.00	3.45	36.14	0.05	0 00:12	0 00:00	0.00	0.00
3 SD-03-CB	0.15	0.00	38.36	0.12	0.00	2.47	38.26	0.02	0 00:11	0 00:00	0.00	0.00
4 SD-04-CO	0.81	0.00	37.31	0.39	0.00	3.69	36.96	0.04	0 00:12	0 00:00	0.00	0.00
5 SD-05-CB	0.30	0.00	37.59	0.25	0.00	4.87	37.37	0.03	0 00:11	0 00:00	0.00	0.00
6 SD-06-MH	0.51	0.00	38.00	0.29	0.00	5.96	37.74	0.03	0 00:12	0 00:00	0.00	0.00
7 SD-07-WYE	0.51	0.00	38.22	0.37	0.00	2.78	37.89	0.04	0 00:11	0 00:00	0.00	0.00
8 SD-08-CB	0.29	0.00	38.71	0.27	0.00	2.87	38.47	0.03	0 00:11	0 00:00	0.00	0.00
9 SD-09-CB	0.22	0.00	41.30	0.14	0.00	2.53	41.17	0.01	0 00:11	0 00:00	0.00	0.00
10 SD-10-CB	0.61	0.00	39.65	0.44	0.00	2.18	39.26	0.05	0 00:11	0 00:00	0.00	0.00
11 SD-11-WYE	1.42	0.00	35.35	1.06	0.00	4.15	34.98	0.69	0 00:12	0 00:00	0.00	0.00
12 SD-12-CB	0.13	0.00	35.36	0.62	0.00	2.64	34.98	0.24	0 00:12	0 00:00	0.00	0.00
13 SD-13-CB	0.13	0.00	35.87	0.15	0.00	2.96	35.73	0.01	0 00:11	0 00:00	0.00	0.00
14 SD-14-CB	1.31	0.00	35.72	0.96	0.00	2.41	34.99	0.23	0 00:12	0 00:00	0.00	0.00
15 SD-15-MH	1.03	0.00	36.33	0.38	0.00	2.27	35.99	0.04	0 00:12	0 00:00	0.00	0.00
16 SD-16-CB	0.73	0.00	36.62	0.47	0.00	2.26	36.20	0.05	0 00:12	0 00:00	0.00	0.00
17 SD-17-CO	0.27	0.00	36.91	0.25	0.00	3.09	36.69	0.03	0 00:11	0 00:00	0.00	0.00
18 SD-18-CO	0.27	0.00	39.68	0.18	0.00	1.32	39.52	0.02	0 00:11	0 00:00	0.00	0.00
19 SD-19-CB	0.27	0.00	41.32	0.16	0.00	2.51	41.18	0.02	0 00:11	0 00:00	0.00	0.00
20 SD-20-MH	0.31	0.00	37.57	0.30	0.00	2.20	37.30	0.03	0 00:12	0 00:00	0.00	0.00
21 SD-21-CO	0.31	0.00	38.68	0.17	0.00	3.32	38.53	0.02	0 00:12	0 00:00	0.00	0.00
22 SD-22-CO	0.31	0.07	39.85	0.31	0.00	2.15	39.57	0.03	0 00:12	0 00:00	0.00	0.00
23 SD-23-CO	0.26	0.00	40.83	0.25	0.00	1.67	40.61	0.03	0 00:11	0 00:00	0.00	0.00
24 SD-24-CB	0.26	0.00	41.03	0.29	0.00	2.30	40.77	0.03	0 00:11	0 00:00	0.00	0.00
25 SD-25-MH	1.52	0.00	34.96	4.25	0.00	7.74	34.96	4.25	0 00:12	0 00:00	0.00	0.00

Pipe Input

SN	Element ID	Length (ft)	Inlet Invert Elevation (ft)	Inlet Invert Offset (ft)	Outlet Invert Elevation (ft)	Outlet Invert Offset (ft)	Total Drop (ft)	Average Slope (%)	Pipe Shape	Pipe Diameter or Height (in)	Pipe Width (in)	Manning's Roughness	Entrance Losses	Exit/Bend Losses	Additional Losses	Initial Flow	Flap Gate	No. of Barrels
1	PIPE-01	84.91	31.50	0.00	30.71	0.00	0.79	0.9300	CIRCULAR	42.000	42.000	0.0150	0.5000	0.5000	0.0000	0.00	No	1
2	PIPE-02	13.67	39.21	0.00	39.07	7.57	0.14	1.0200	CIRCULAR	8.040	8.040	0.0150	0.5000	0.5000	0.0000	0.00	No	1
3	PIPE-03	29.15	36.09	0.00	35.79	5.08	0.30	1.0300	CIRCULAR	9.960	9.960	0.0150	0.5000	0.5000	0.0000	0.00	No	1
4	PIPE-04	55.79	38.24	0.00	36.26	0.17	1.98	3.5500	CIRCULAR	6.000	6.000	0.0150	0.5000	0.5000	0.0000	0.00	No	1
5	PIPE-05	82.83	36.92	0.00	36.09	0.00	0.83	1.0000	CIRCULAR	9.960	9.960	0.0150	0.5000	0.5000	0.0000	0.00	No	1
6	PIPE-06	7.88	37.34	0.00	37.09	0.17	0.25	3.1700	CIRCULAR	6.000	6.000	0.0150	0.5000	0.5000	0.0000	0.00	No	1
7	PIPE-07	79.55	37.71	0.00	36.92	0.00	0.79	0.9900	CIRCULAR	9.960	9.960	0.0150	0.5000	0.5000	0.0000	0.00	No	1
8	PIPE-08	13.48	37.85	0.00	37.71	0.00	0.14	1.0400	CIRCULAR	8.040	8.040	0.0150	0.5000	0.5000	0.0000	0.00	No	1
9	PIPE-09	29.27	38.44	0.00	38.02	0.17	0.42	1.4300	CIRCULAR	6.000	6.000	0.0150	0.5000	0.5000	0.0000	0.00	No	1
10	PIPE-10	63.76	38.49	-2.67	37.85	0.00	0.64	1.0000	CIRCULAR	8.040	8.040	0.0150	0.5000	0.5000	0.0000	0.00	No	1
11	PIPE-11	8.16	34.29	0.00	33.96	0.00	0.33	4.0400	CIRCULAR	8.040	8.040	0.0140	0.5000	0.5000	0.0000	0.00	No	1
12	PIPE-12	14.07	34.74	0.00	34.46	0.17	0.28	1.9900	CIRCULAR	6.000	6.000	0.0140	0.5000	0.5000	0.0000	0.00	No	1
13	PIPE-13	64.24	35.72	0.00	34.74	0.00	0.98	1.5300	CIRCULAR	6.000	6.000	0.0140	0.5000	0.5000	0.0000	0.00	No	1
14	PIPE-14	11.43	34.76	0.00	34.29	0.00	0.47	4.1100	CIRCULAR	8.040	8.040	0.0140	0.5000	0.5000	0.0000	0.00	No	1
15	PIPE-15	31.58	35.95	0.00	34.76	0.00	1.19	3.7700	CIRCULAR	8.040	8.040	0.0140	0.5000	0.5000	0.0000	0.00	No	1
16	PIPE-16	20.42	36.15	0.00	35.95	0.00	0.20	0.9800	CIRCULAR	8.040	8.040	0.0140	0.5000	0.5000	0.0000	0.00	No	1
17	PIPE-17	44.95	36.66	0.00	36.15	0.00	0.51	1.1300	CIRCULAR	6.000	6.000	0.0140	0.5000	0.5000	0.0000	0.00	No	1
18	PIPE-18	77.91	39.50	0.00	36.66	0.00	2.84	3.6500	CIRCULAR	6.000	6.000	0.0140	0.5000	0.5000	0.0000	0.00	No	1
19	PIPE-19	24.84	41.16	0.00	39.50	0.00	1.66	6.6800	CIRCULAR	6.000	6.000	0.0140	0.5000	0.5000	0.0000	0.00	No	1
20	PIPE-20	58.89	37.27	0.00	36.68	0.73	0.59	1.0000	CIRCULAR	6.000	6.000	0.0140	0.5000	0.5000	0.0000	0.00	No	1
21	PIPE-21	21.24	38.51	0.00	37.27	0.00	1.24	5.8400	CIRCULAR	6.000	6.000	0.0140	0.5000	0.5000	0.0000	0.00	No	1
22	PIPE-22	103.75	39.54	0.00	38.51	0.00	1.03	0.9900	CIRCULAR	6.000	6.000	0.0140	0.5000	0.5000	0.0000	0.00	No	1
23	PIPE-23	103.83	40.58	0.00	39.54	0.00	1.04	1.0000	CIRCULAR	6.000	6.000	0.0140	0.5000	0.5000	0.0000	0.00	No	1
24	PIPE-24	16.21	40.74	0.00	40.58	0.00	0.16	0.9900	CIRCULAR	6.000	6.000	0.0140	0.5000	0.5000	0.0000	0.00	No	1
25	PIPE-25	3.22	30.71	0.00	30.71	0.00	0.00	0.0000	Dummy	0.000	0.000	0.0150	0.5000	0.5000	0.0000	0.00	No	1

Pipe Results

SN	Element ID	Peak Flow	Time of Peak Flow Occurrence	Design Flow Capacity	Peak Flow/ Design Flow Ratio	Peak Flow Velocity	Travel Time	Peak Flow Depth	Peak Flow Depth/ Total Depth Ratio	Total Time Surcharged	Froude Number	Reported Condition
		(cfs)	(days hh:mm)	(cfs)		(ft/sec)	(min)	(ft)		(min)		
1	PIPE-01	0.61	0 00:11	84.11	0.01	0.06	23.59	3.48	0.99	0.00		Calculated
2	PIPE-02	0.61	0 00:12	1.06	0.57	2.77	0.08	0.40	0.60	0.00		Calculated
3	PIPE-03	0.92	0 00:12	1.93	0.48	3.18	0.15	0.43	0.52	0.00		Calculated
4	PIPE-04	0.12	0 00:11	0.92	0.13	2.76	0.34	0.21	0.41	0.00		Calculated
5	PIPE-05	0.80	0 00:12	1.90	0.42	2.87	0.48	0.43	0.51	0.00		Calculated
6	PIPE-06	0.30	0 00:11	0.87	0.35	3.43	0.04	0.24	0.47	0.00		Calculated
7	PIPE-07	0.51	0 00:12	1.89	0.27	2.40	0.55	0.34	0.41	0.00		Calculated
8	PIPE-08	0.51	0 00:11	1.07	0.48	2.92	0.08	0.33	0.50	0.00		Calculated
9	PIPE-09	0.29	0 00:11	0.58	0.50	2.80	0.17	0.26	0.53	0.00		Calculated
10	PIPE-10	0.22	0 00:11	2.39	0.09	1.80	0.59	0.25	0.38	0.00		Calculated
11	PIPE-11	1.42	0 00:12	2.26	0.63	4.08	0.03	0.67	1.00	180.00		SURCHARGED
12	PIPE-12	0.13	0 00:11	0.74	0.17	0.64	0.37	0.50	1.00	5.00		SURCHARGED
13	PIPE-13	0.13	0 00:11	0.64	0.20	1.00	1.07	0.33	0.65	0.00		Calculated
14	PIPE-14	1.31	0 00:12	2.28	0.57	3.75	0.05	0.67	1.00	6.00		SURCHARGED
15	PIPE-15	1.03	0 00:12	2.18	0.47	3.65	0.14	0.52	0.78	0.00		Calculated
16	PIPE-16	0.73	0 00:12	1.11	0.65	3.43	0.10	0.42	0.63	0.00		Calculated
17	PIPE-17	0.27	0 00:11	0.55	0.49	1.84	0.41	0.36	0.71	0.00		Calculated
18	PIPE-18	0.27	0 00:11	0.99	0.28	3.46	0.38	0.21	0.43	0.00		Calculated
19	PIPE-19	0.27	0 00:11	1.35	0.20	4.67	0.09	0.17	0.34	0.00		Calculated
20	PIPE-20	0.31	0 00:12	0.52	0.59	2.66	0.37	0.29	0.57	0.00		Calculated
21	PIPE-21	0.31	0 00:12	1.26	0.25	3.51	0.10	0.23	0.47	0.00		Calculated
22	PIPE-22	0.31	0 00:12	0.52	0.60	3.34	0.52	0.24	0.48	0.00		Calculated
23	PIPE-23	0.25	0 00:11	0.52	0.49	2.28	0.76	0.28	0.56	0.00		Calculated
24	PIPE-24	0.26	0 00:11	0.52	0.50	2.43	0.11	0.27	0.53	0.00		Calculated
25	PIPE-25	1.52	0 00:12	0.00	0.50	0.00		0.27	0.53	0.00		Calculated

Storage Nodes

Storage Node : BMP-01

Input Data

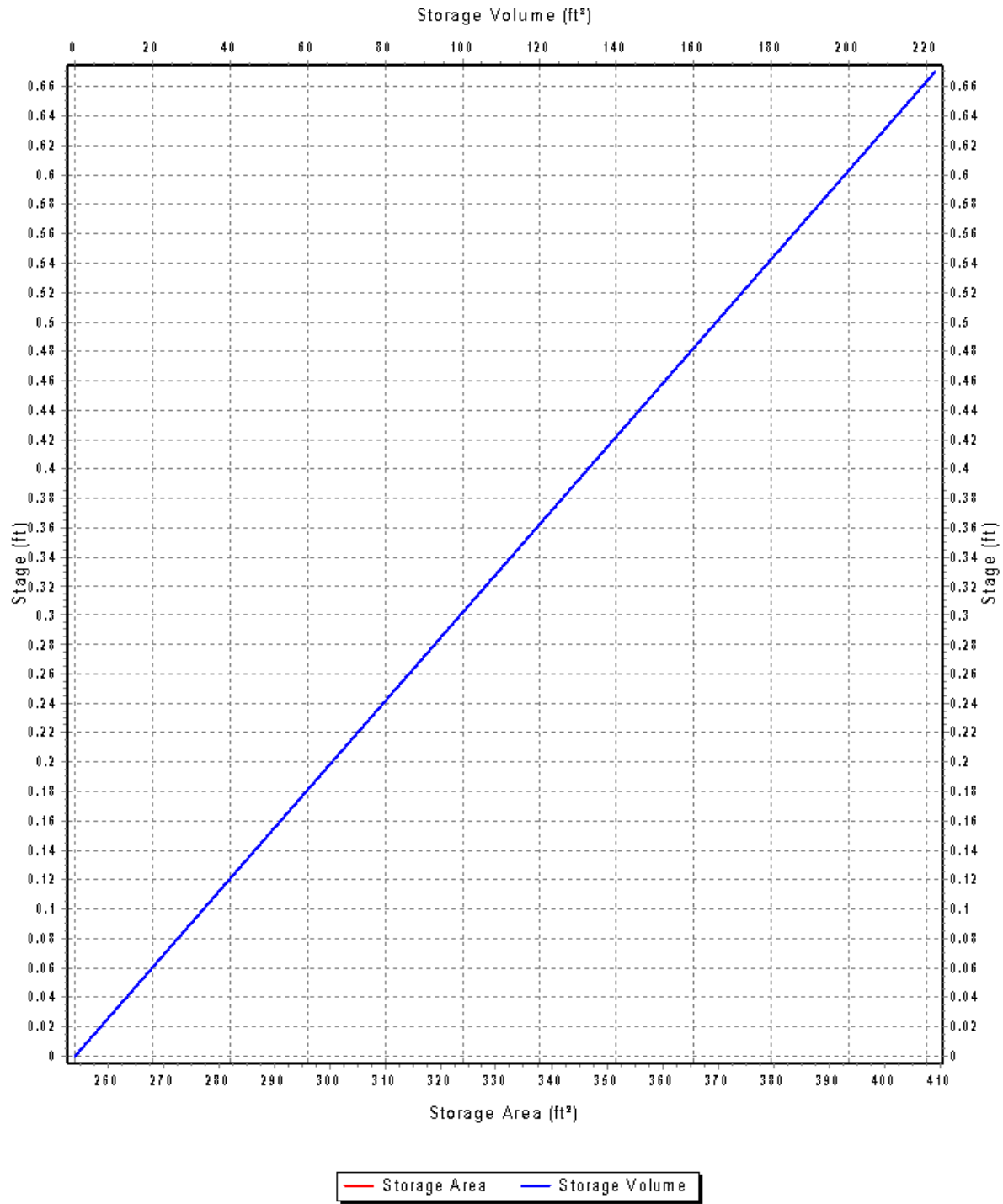
Invert Elevation (ft)	42.83
Max (Rim) Elevation (ft)	43.50
Max (Rim) Offset (ft)	0.67
Initial Water Elevation (ft)	43.33
Initial Water Depth (ft)	0.50
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : BMP-01

Stage	Storage	Storage
(ft)	Area	Volume
	(ft²)	(ft³)
0	254	0.000
0.67	409	222.11

Storage Area Volume Curves



Storage Node : BMP-01 (continued)

Outflow Orifices

SN Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	Orifice Invert Elevation (ft)	Orifice Coefficient
1 OVERFLOW-01	Bottom	Rectangular	No		12.00	12.00	43.33	0.63

Output Summary Results

Peak Inflow (cfs)	0.28
Peak Lateral Inflow (cfs)	0.28
Peak Outflow (cfs)	0.26
Peak Exfiltration Flow Rate (cfm)	0.00
Max HGL Elevation Attained (ft)	43.40
Max HGL Depth Attained (ft)	0.57
Average HGL Elevation Attained (ft)	43.34
Average HGL Depth Attained (ft)	0.51
Time of Max HGL Occurrence (days hh:mm)	0 00:11
Total Exfiltration Volume (1000-ft ³)	0.000
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0.00

Storage Node : BMP-10

Input Data

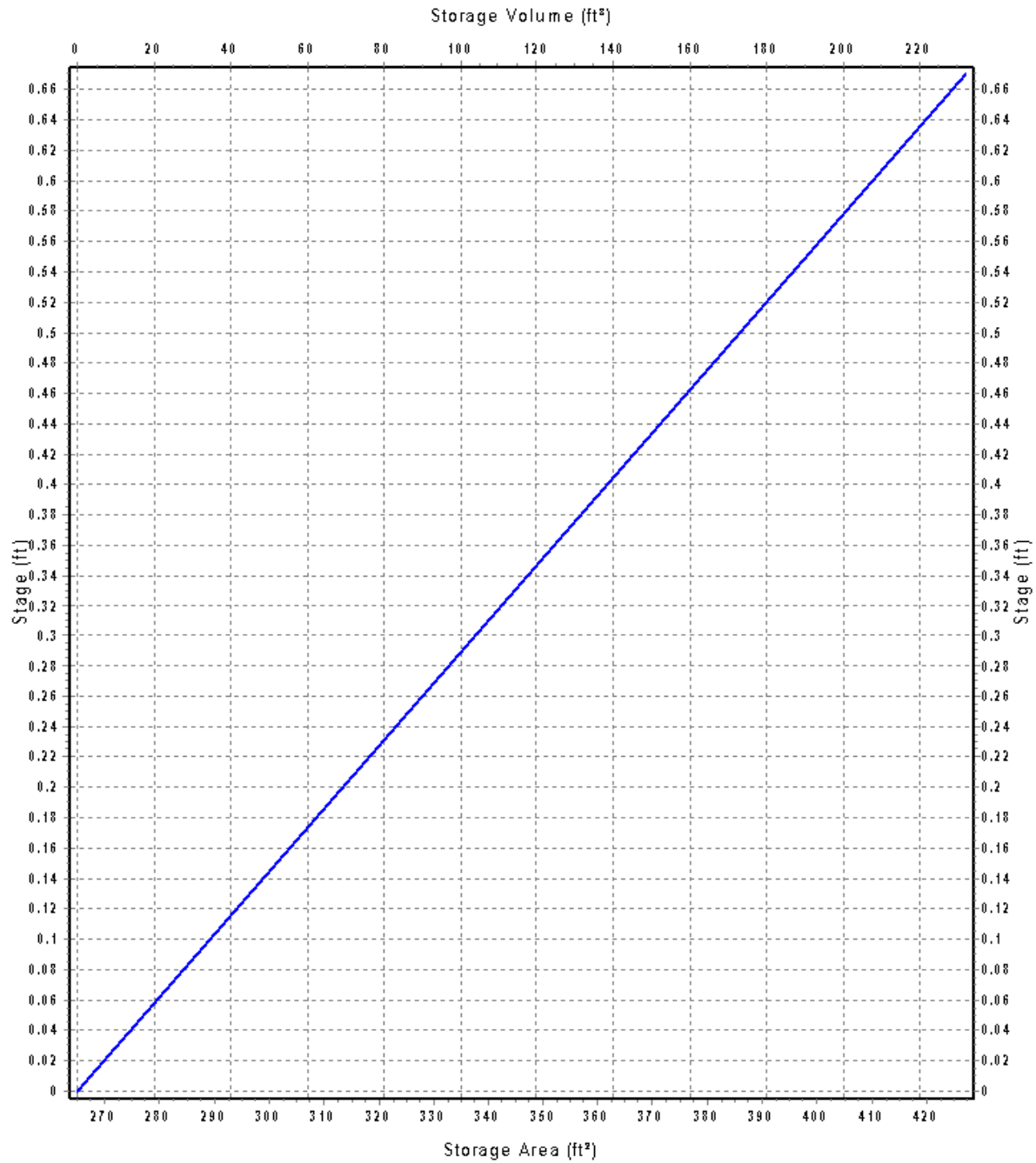
Invert Elevation (ft)	37.63
Max (Rim) Elevation (ft)	38.30
Max (Rim) Offset (ft)	0.67
Initial Water Elevation (ft)	38.13
Initial Water Depth (ft)	0.50
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : BMP-10

Stage	Storage Area	Storage Volume
(ft)	(ft²)	(ft³)
0	265	0.000
0.67	427	231.82

Storage Area Volume Curves



Storage Area Storage Volume

Storage Node : BMP-10 (continued)

Outflow Orifices

SN Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	Orifice Invert Elevation (ft)	Orifice Coefficient
1 OVERFLOW-10	Bottom	Rectangular	No		12.00	12.00	38.13	0.63

Output Summary Results

Peak Inflow (cfs)	0.33
Peak Lateral Inflow (cfs)	0.33
Peak Outflow (cfs)	0.30
Peak Exfiltration Flow Rate (cfm)	0.00
Max HGL Elevation Attained (ft)	38.21
Max HGL Depth Attained (ft)	0.58
Average HGL Elevation Attained (ft)	38.14
Average HGL Depth Attained (ft)	0.51
Time of Max HGL Occurrence (days hh:mm)	0 00:11
Total Exfiltration Volume (1000-ft ³)	0.000
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0.00

Storage Node : BMP-11

Input Data

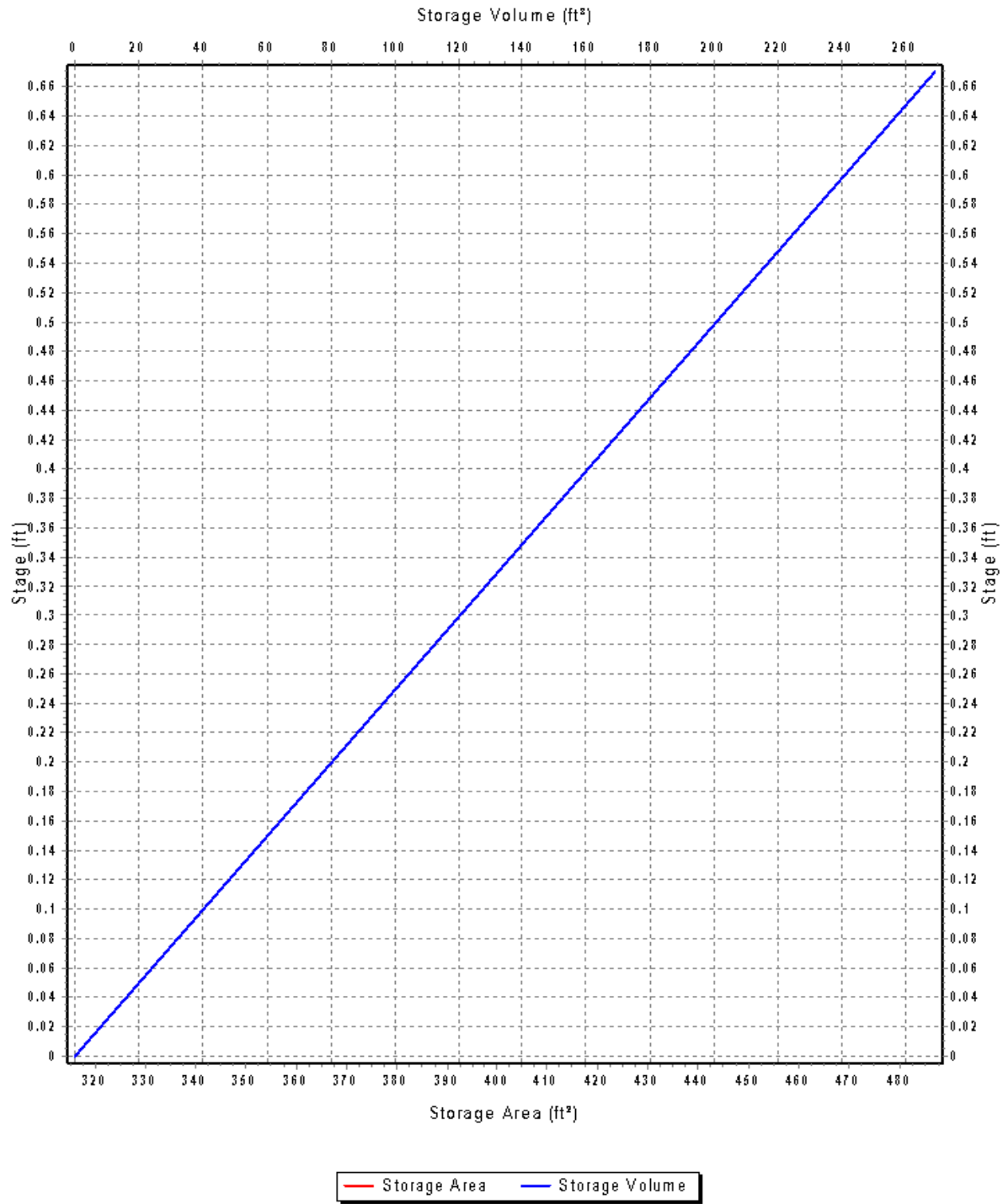
Invert Elevation (ft)	43.33
Max (Rim) Elevation (ft)	44.00
Max (Rim) Offset (ft)	0.67
Initial Water Elevation (ft)	43.83
Initial Water Depth (ft)	0.50
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : BMP-11

Stage	Storage Area	Storage Volume
(ft)	(ft²)	(ft³)
0	316	0.000
0.67	487	269.01

Storage Area Volume Curves



Storage Node : BMP-11 (continued)

Outflow Orifices

SN Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	Orifice Invert Elevation (ft)	Orifice Coefficient
1 OVERFLOW-11	Bottom	Rectangular	No		12.00	12.00	43.83	0.63

Output Summary Results

Peak Inflow (cfs)	0.25
Peak Lateral Inflow (cfs)	0.25
Peak Outflow (cfs)	0.22
Peak Exfiltration Flow Rate (cfm)	0.00
Max HGL Elevation Attained (ft)	43.89
Max HGL Depth Attained (ft)	0.56
Average HGL Elevation Attained (ft)	43.84
Average HGL Depth Attained (ft)	0.51
Time of Max HGL Occurrence (days hh:mm)	0 00:11
Total Exfiltration Volume (1000-ft ³)	0.000
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0.00

Storage Node : BMP-2

Input Data

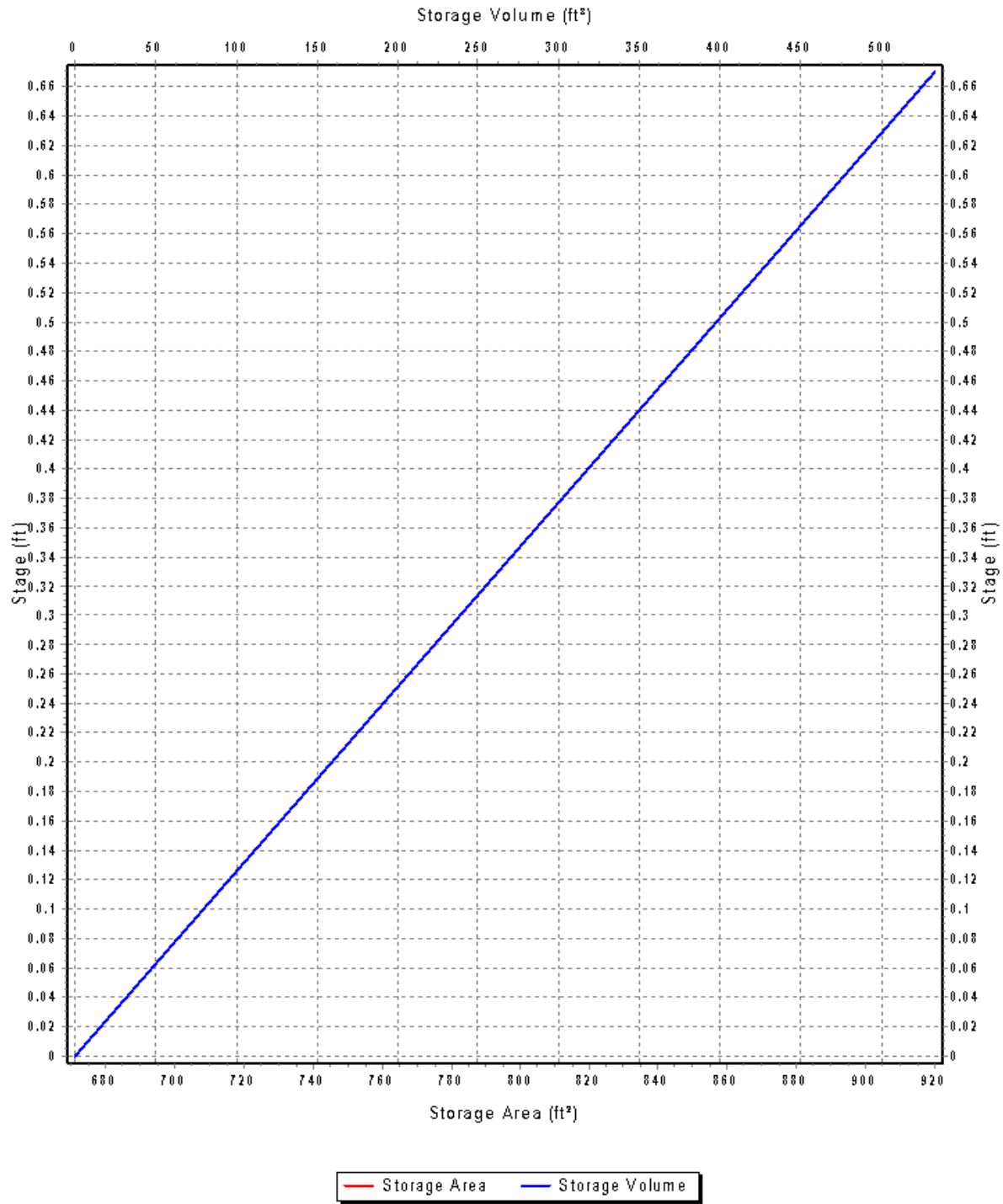
Invert Elevation (ft)	41.33
Max (Rim) Elevation (ft)	42.00
Max (Rim) Offset (ft)	0.67
Initial Water Elevation (ft)	41.83
Initial Water Depth (ft)	0.50
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : BMP-02

Stage	Storage Area	Storage Volume
(ft)	(ft²)	(ft³)
0	671	0.000
0.67	920	532.99

Storage Area Volume Curves



Storage Node : BMP-2 (continued)

Outflow Orifices

SN Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	Orifice Invert Elevation (ft)	Orifice Coefficient
1 OVERFLOW-02	Bottom	Rectangular	No		12.00	12.00	41.83	0.63

Output Summary Results

Peak Inflow (cfs)	0.73
Peak Lateral Inflow (cfs)	0.73
Peak Outflow (cfs)	0.61
Peak Exfiltration Flow Rate (cfm)	0.00
Max HGL Elevation Attained (ft)	41.96
Max HGL Depth Attained (ft)	0.63
Average HGL Elevation Attained (ft)	41.84
Average HGL Depth Attained (ft)	0.51
Time of Max HGL Occurrence (days hh:mm)	0 00:11
Total Exfiltration Volume (1000-ft³)	0.000
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0.00

Storage Node : BMP-3

Input Data

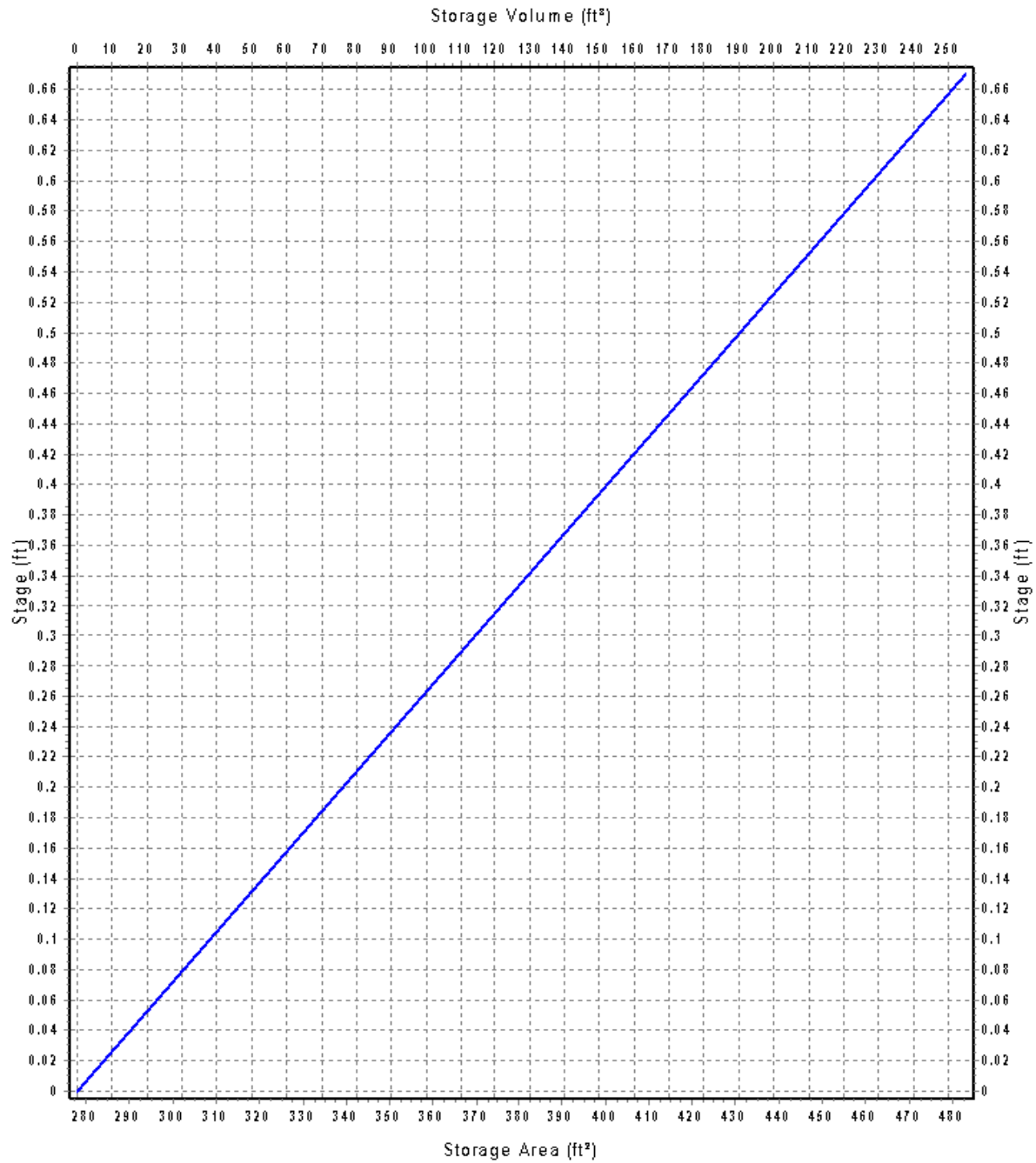
Invert Elevation (ft)	43.33
Max (Rim) Elevation (ft)	44.00
Max (Rim) Offset (ft)	0.67
Initial Water Elevation (ft)	43.83
Initial Water Depth (ft)	0.50
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : BMP-03

Stage	Storage Area	Storage Volume
(ft)	(ft²)	(ft³)
0	278	0.000
0.67	483	254.94

Storage Area Volume Curves



— Storage Area — Storage Volume

Storage Node : BMP-3 (continued)

Outflow Orifices

SN Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	Orifice Invert Elevation (ft)	Orifice Coefficient
1 OVERFLOW-03	Bottom	Rectangular	No		12.00	12.00	43.83	0.63

Output Summary Results

Peak Inflow (cfs)	0.31
Peak Lateral Inflow (cfs)	0.31
Peak Outflow (cfs)	0.27
Peak Exfiltration Flow Rate (cfm)	0.00
Max HGL Elevation Attained (ft)	43.91
Max HGL Depth Attained (ft)	0.58
Average HGL Elevation Attained (ft)	43.84
Average HGL Depth Attained (ft)	0.51
Time of Max HGL Occurrence (days hh:mm)	0 00:11
Total Exfiltration Volume (1000-ft³)	0.000
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0.00

Storage Node : BMP-4

Input Data

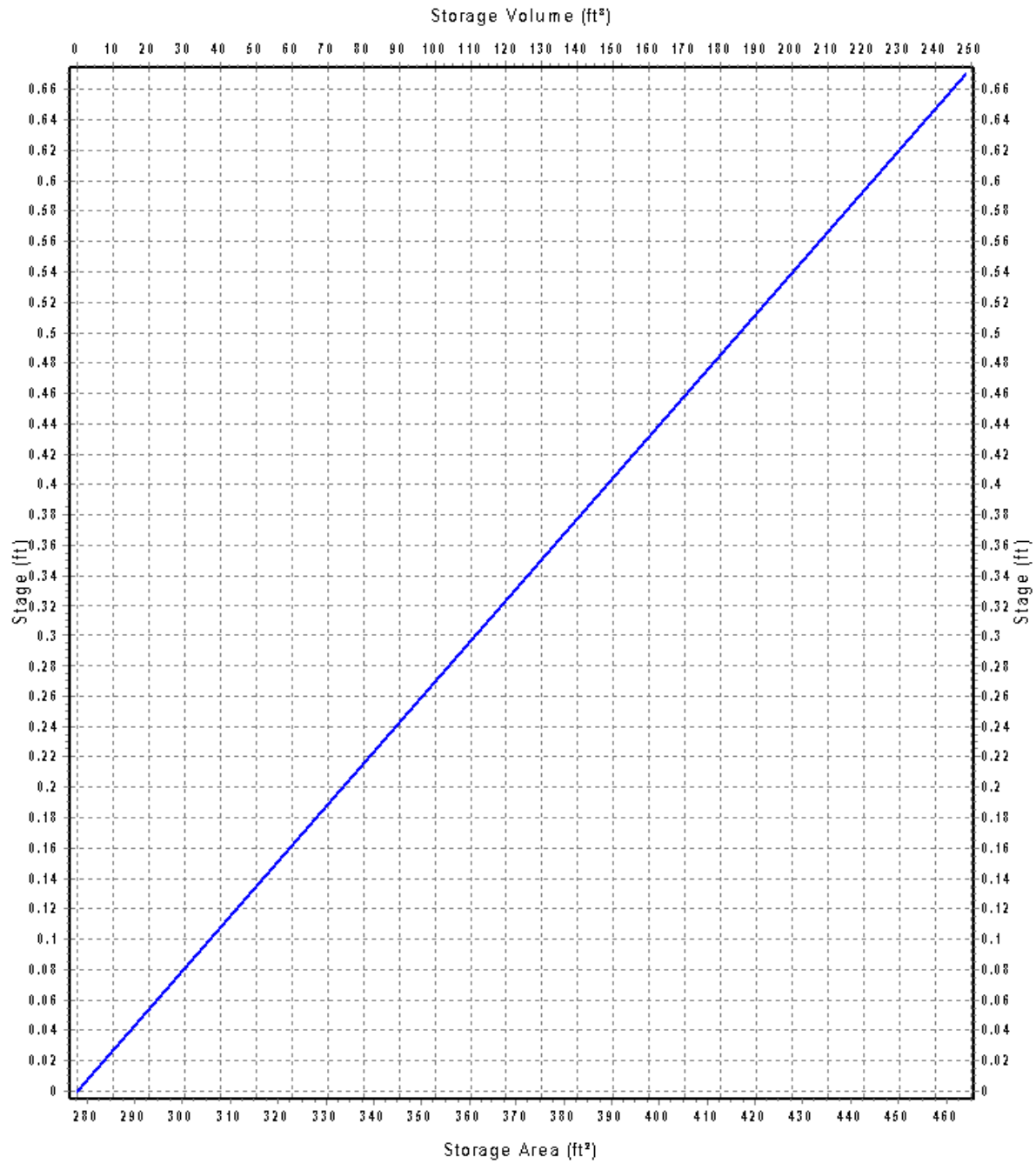
Invert Elevation (ft)	41.08
Max (Rim) Elevation (ft)	41.75
Max (Rim) Offset (ft)	0.67
Initial Water Elevation (ft)	41.58
Initial Water Depth (ft)	0.50
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : BMP-04

Stage	Storage Area	Storage Volume
(ft)	(ft²)	(ft³)
0	278	0.000
0.67	464	248.57

Storage Area Volume Curves



Storage Node : BMP-4 (continued)

Outflow Orifices

SN	Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	Orifice Invert Elevation (ft)	Orifice Coefficient
1	OVERFLOW-04	Bottom	Rectangular	No		12.00	12.00	41.58	0.63

Output Summary Results

Peak Inflow (cfs)	0.32
Peak Lateral Inflow (cfs)	0.32
Peak Outflow (cfs)	0.29
Peak Exfiltration Flow Rate (cfm)	0.00
Max HGL Elevation Attained (ft)	41.66
Max HGL Depth Attained (ft)	0.58
Average HGL Elevation Attained (ft)	41.59
Average HGL Depth Attained (ft)	0.51
Time of Max HGL Occurrence (days hh:mm)	0 00:11
Total Exfiltration Volume (1000-ft³)	0.000
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0.00

Storage Node : BMP-5

Input Data

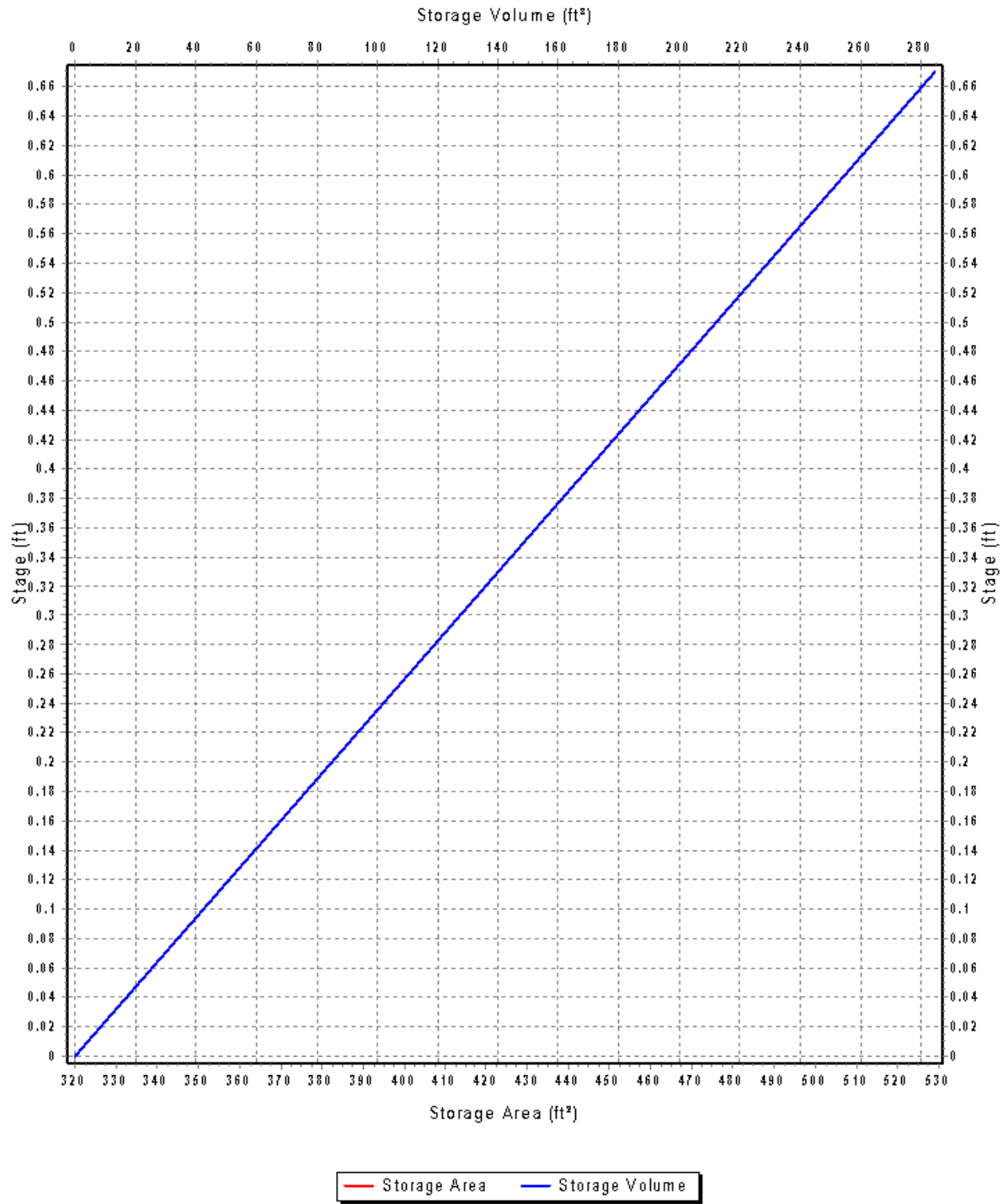
Invert Elevation (ft)	41.96
Max (Rim) Elevation (ft)	42.63
Max (Rim) Offset (ft)	0.67
Initial Water Elevation (ft)	42.46
Initial Water Depth (ft)	0.50
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : BMP-05

Stage	Storage Area	Storage Volume
(ft)	(ft²)	(ft³)
0	320	0.000
0.67	529	284.42

Storage Area Volume Curves



Storage Node : BMP-5 (continued)

Outflow Orifices

SN Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	Orifice Invert Elevation (ft)	Orifice Coefficient
1 OVERFLOW-05	Bottom	Rectangular	No		12.00	12.00	42.46	0.63

Output Summary Results

Peak Inflow (cfs)	0.34
Peak Lateral Inflow (cfs)	0.34
Peak Outflow (cfs)	0.30
Peak Exfiltration Flow Rate (cfm)	0.00
Max HGL Elevation Attained (ft)	42.54
Max HGL Depth Attained (ft)	0.58
Average HGL Elevation Attained (ft)	42.47
Average HGL Depth Attained (ft)	0.51
Time of Max HGL Occurrence (days hh:mm)	0 00:11
Total Exfiltration Volume (1000-ft³)	0.000
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0.00

Storage Node : BMP-6

Input Data

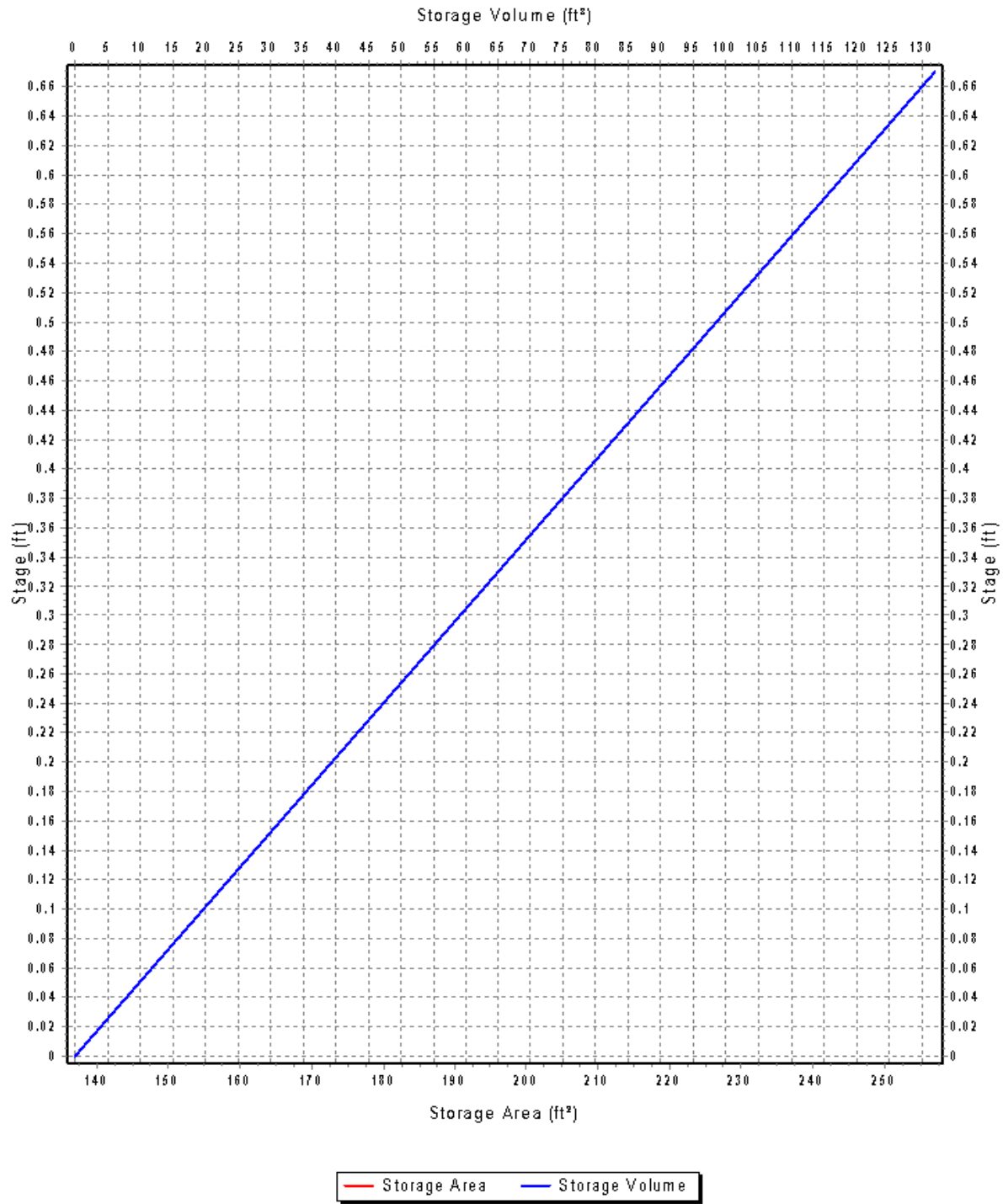
Invert Elevation (ft)	40.33
Max (Rim) Elevation (ft)	41.00
Max (Rim) Offset (ft)	0.67
Initial Water Elevation (ft)	40.88
Initial Water Depth (ft)	0.55
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : BMP-06

Stage	Storage Area	Storage Volume
(ft)	(ft²)	(ft³)
0	137	0.000
0.67	257	131.99

Storage Area Volume Curves



Storage Node : BMP-6 (continued)

Outflow Orifices

SN	Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	Orifice Invert Elevation (ft)	Orifice Coefficient
1	OVERFLOW-06	Bottom	Rectangular	No		12.00	12.00	40.83	0.63

Output Summary Results

Peak Inflow (cfs)	0.13
Peak Lateral Inflow (cfs)	0.13
Peak Outflow (cfs)	0.15
Peak Exfiltration Flow Rate (cfm)	0.00
Max HGL Elevation Attained (ft)	40.88
Max HGL Depth Attained (ft)	0.55
Average HGL Elevation Attained (ft)	40.83
Average HGL Depth Attained (ft)	0.5
Time of Max HGL Occurrence (days hh:mm)	0 00:00
Total Exfiltration Volume (1000-ft ³)	0.000
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0.00

Storage Node : BMP-8

Input Data

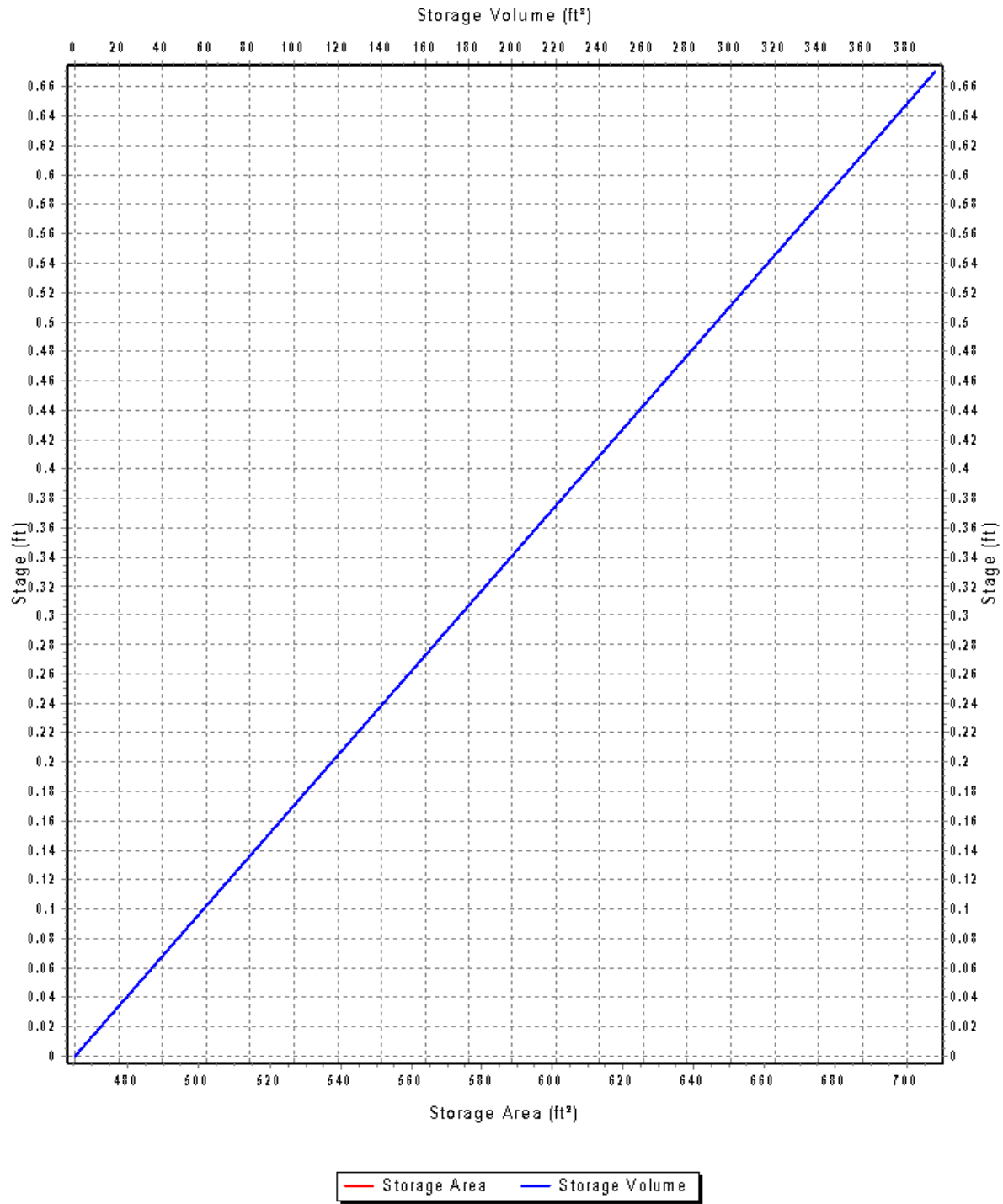
Invert Elevation (ft)	38.38
Max (Rim) Elevation (ft)	39.05
Max (Rim) Offset (ft)	0.67
Initial Water Elevation (ft)	38.88
Initial Water Depth (ft)	0.50
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : BMP-08

Stage	Storage Area	Storage Volume
(ft)	(ft²)	(ft³)
0	465	0.000
0.67	708	392.96

Storage Area Volume Curves



Storage Node : BMP-8 (continued)

Outflow Orifices

SN Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	Orifice Invert Elevation (ft)	Orifice Coefficient
1 OVERFLOW-08	Bottom	Rectangular	No		12.00	12.00	38.88	0.63

Output Summary Results

Peak Inflow (cfs)	0.53
Peak Lateral Inflow (cfs)	0.53
Peak Outflow (cfs)	0.46
Peak Exfiltration Flow Rate (cfm)	0.00
Max HGL Elevation Attained (ft)	38.99
Max HGL Depth Attained (ft)	0.61
Average HGL Elevation Attained (ft)	38.89
Average HGL Depth Attained (ft)	0.51
Time of Max HGL Occurrence (days hh:mm)	0 00:11
Total Exfiltration Volume (1000-ft ³)	0.000
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0.00

Storage Node : BMP-9

Input Data

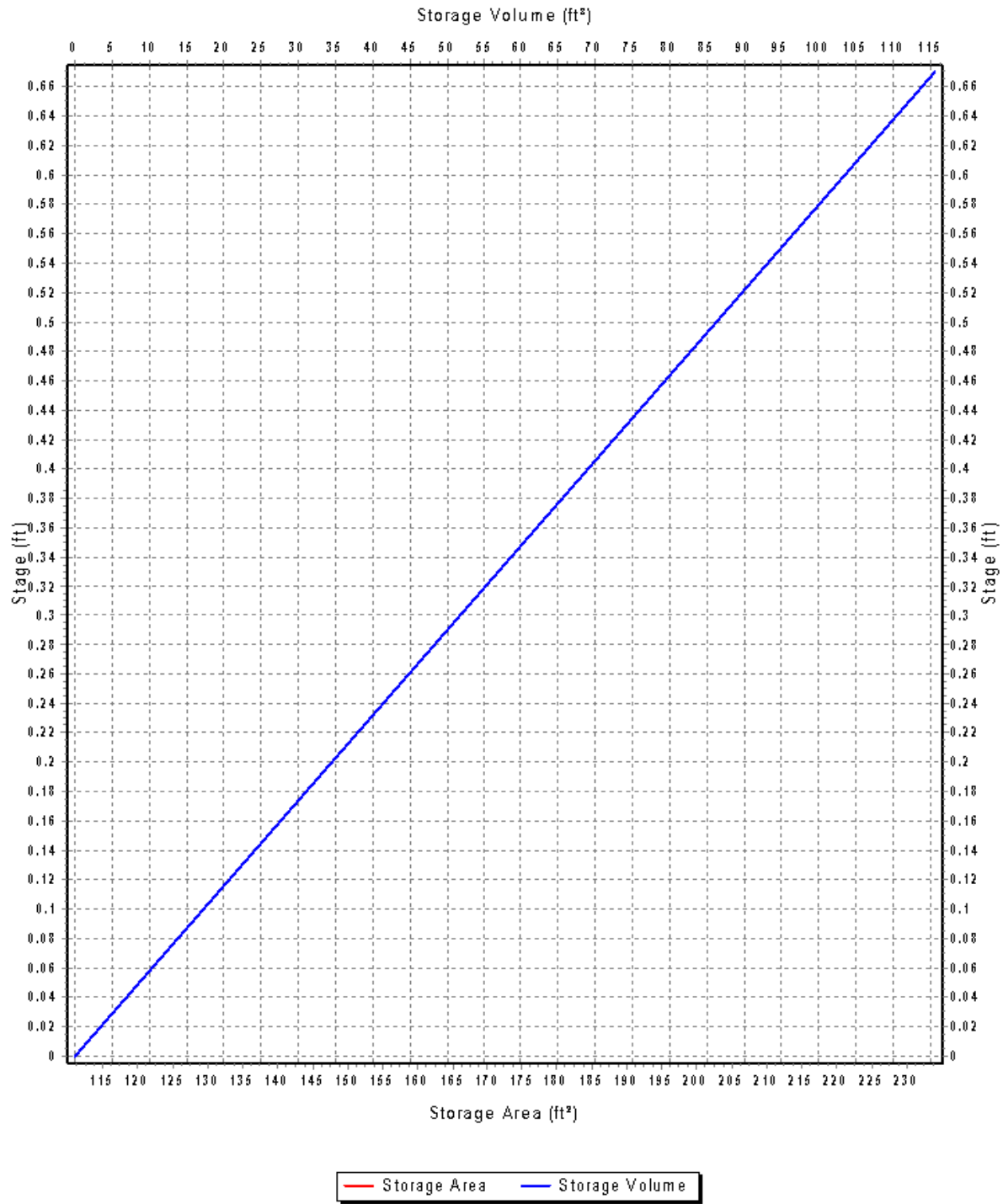
Invert Elevation (ft)	38.33
Max (Rim) Elevation (ft)	39.00
Max (Rim) Offset (ft)	0.67
Initial Water Elevation (ft)	38.83
Initial Water Depth (ft)	0.50
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : BMP-09

Stage	Storage Area	Storage Volume
(ft)	(ft²)	(ft³)
0	111	0.000
0.67	234	115.58

Storage Area Volume Curves



Storage Node : BMP-9 (continued)

Outflow Orifices

SN Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	Orifice Invert Elevation (ft)	Orifice Coefficient
1 OVERFLOW-09	Bottom	Rectangular	No		12.00	12.00	38.83	0.63

Output Summary Results

Peak Inflow (cfs)	0.14
Peak Lateral Inflow (cfs)	0.14
Peak Outflow (cfs)	0.13
Peak Exfiltration Flow Rate (cfm)	0.00
Max HGL Elevation Attained (ft)	38.88
Max HGL Depth Attained (ft)	0.55
Average HGL Elevation Attained (ft)	38.83
Average HGL Depth Attained (ft)	0.5
Time of Max HGL Occurrence (days hh:mm)	0 00:10
Total Exfiltration Volume (1000-ft ³)	0.000
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0.00

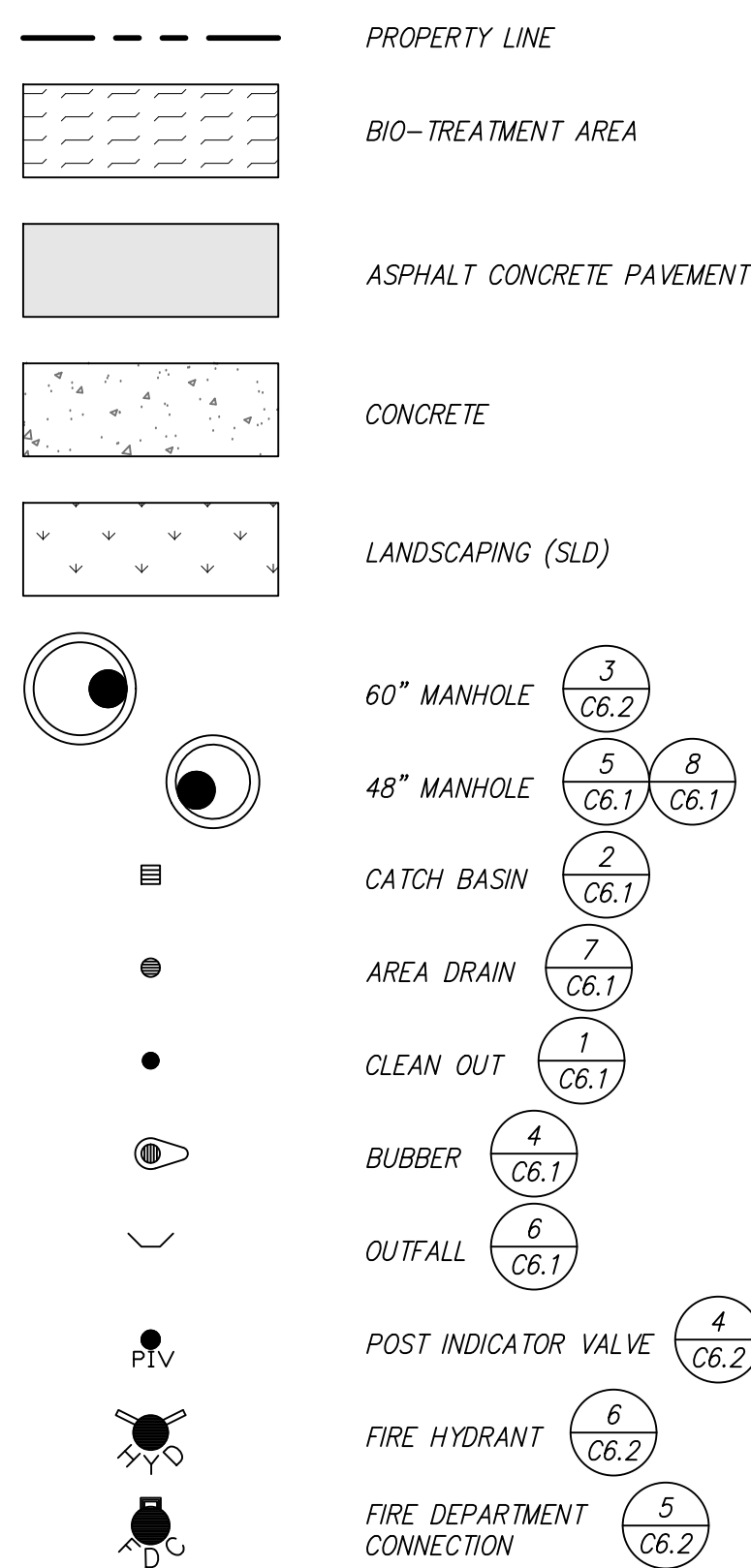
APPENDIX I

Utility Plan

UTILITY SHEET NOTES

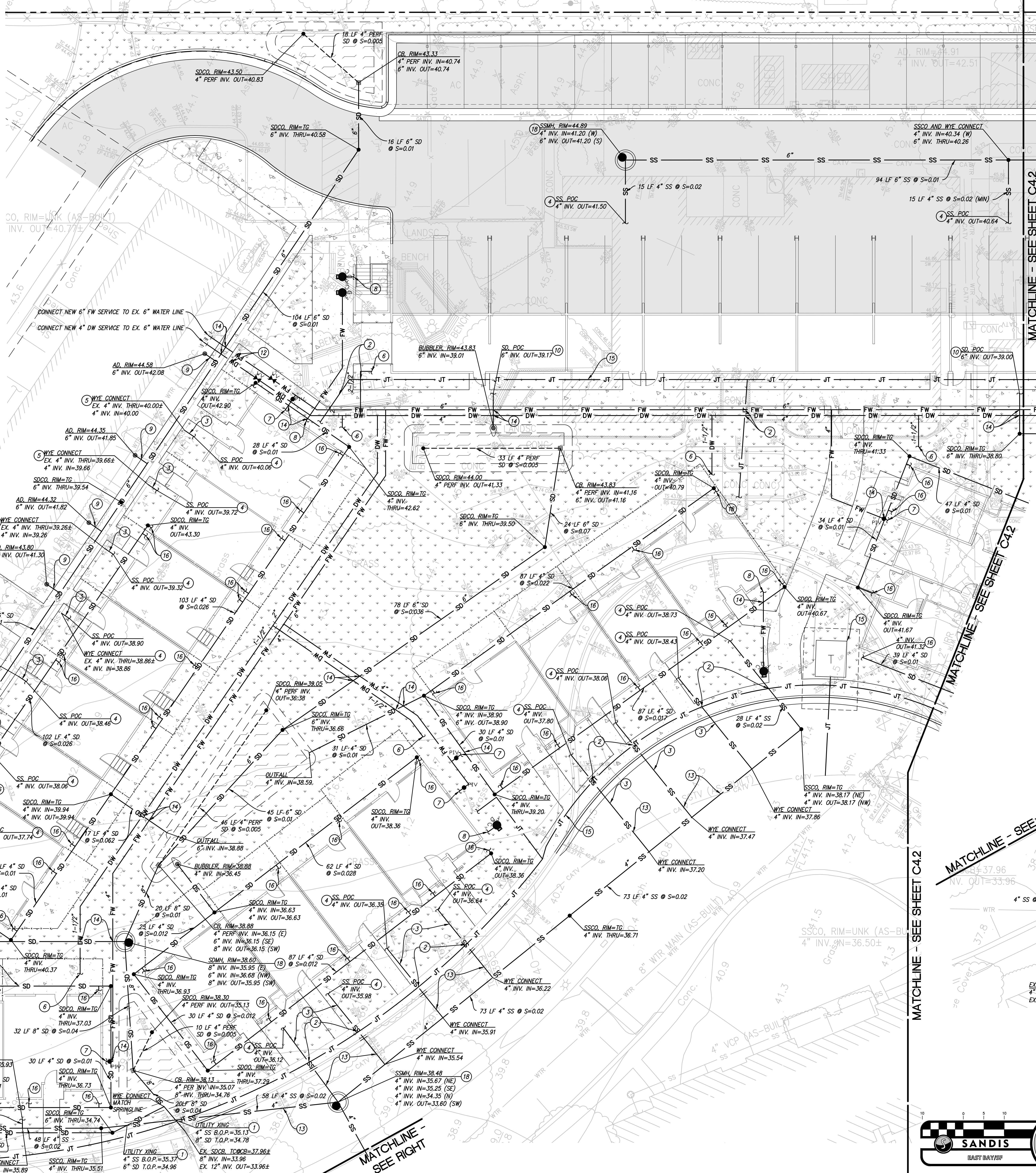
- SEWER CROSSING ABOVE STORM DRAIN. INSTALL CONCRETE SADDLE (SEE DETAIL 3, SHEET C6.1). SEWER SHALL HAVE NO JOINTS WITHIN 10'-0" OF CROSSING. INSTALL 6"-INCH CONCRETE ENCASEMENT OF THE SEWER FOR A DISTANCE OF 5'-0" ON EACH SIDE OF CROSSING.
- JOINT TRENCH AND WET UTILITY CROSSING. SEE JOINT TRENCH PLANS FOR ROUTING AND DETAILING.
- INSTALL BUILDING SEWER LATERALS AT A MINIMUM 2% SLOPE.
- SEWER INVERT AT POINT OF CONNECTION 5' FROM THE BUILDING FACE. SEE MEP DRAWINGS FOR CONTINUATION.
- WYE CONNECT BUILDING SEWER LATERAL INTO THE EXISTING SEWER MAIN.
- DOMESTIC WATER POINT OF CONNECTION 5' FROM THE BUILDING FACE. SEE MEP DRAWINGS FOR CONTINUATION.
- FIRE WATER POINT OF CONNECTION 5' FROM THE BUILDING FACE. SEE MEP DRAWINGS FOR CONTINUATION.
- FIRE DEPARTMENT CONNECTION (FDC) STANDPIPE CONNECTION TO BUILDING SPRINKLER SYSTEM. SEE FIRE PROTECTION DRAWINGS FOR CONTINUATION.
- WYE CONNECT STORM DRAIN LATERAL INTO MAIN LINE. MAINTAIN MINIMUM 1% SLOPE IN LATERAL.
- STORM DRAIN INVERT AT POINT OF CONNECTION 5' FROM THE BUILDING FACE. SEE MEP DRAWINGS FOR CONTINUATION.
- CONCRETE SADDLE. SEE DETAIL 3, SHEET C6.1.
- EX. SEWER/STORM CROSSING BELOW NEW FIRE WATER AND/OR DOMESTIC WATER. MAINTAIN 12" MINIMUM CLEARANCE.
- SEWER CROSSING BELOW EX. WATER AND/OR EX. CATV. FIELD VERIFY EX. UTILITY DEPTH AND MAINTAIN 12" MINIMUM CLEARANCE.
- NEW SEWER/STORM CROSSING BELOW/ABOVE NEW FIRE WATER AND/OR DOMESTIC WATER. MAINTAIN 12" MINIMUM CLEARANCE.
- JOINT TRENCH ROUTING, POINTS OF CONNECTION, AND NEW TRANSFORMER SHOWN FOR REFERENCE ONLY. SEE JOINT TRENCH DRAWINGS FOR DESIGN AND DETAILS.
- STORM DRAIN CONNECTION TO BUILDING DOWNSPOUT. SEE ARCHITECTURAL DRAWINGS FOR CONTINUATION.
- STANDARD MANHOLE.
- SHALLOW MANHOLE.

LEGEND



NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM INCLUDING PHOTOCOPY, RECORDING OR ANY INFORMATION RETRIEVABLE AND STORAGE SYSTEM, WITHOUT PERMISSION IN WRITING FROM SANDS.

File: X:\P\617012\PLAN SETS\3) SHEET SET\01SITE\Permit Set\04.1 UTL.dwg Date: Mar 16, 2021 - 10:16 AM

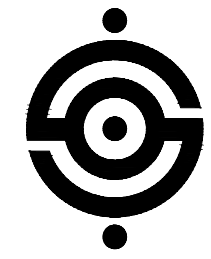


LPMD Architects

1288 Kifer Road, Unit 206,
Sunnyvale, CA 94086
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Fax : 408-992-0281

SUNNYHILLS INVESTMENTS, LLC

100 SARATOGA AVENUE, SUITE 300
SANTA CLARA, CA 95051



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Revisions:

PERMIT SUBMITTAL

MARCH 12, 2021

SUNNYHILLS COURT

1724 SUNNYHILLS COURT
MILPITAS, CALIFORNIA

Project No: 617012 Date: 03/12/21
Sheet Title:

UTILITY PLAN

Review by: ☐
Sheet No:

C4.1

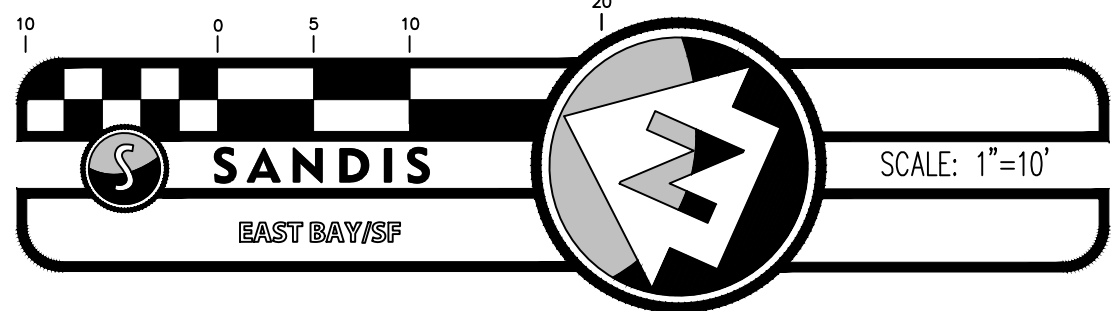
of 27 Sheets

UTILITY SHEET NOTES

- SEWER CROSSING ABOVE STORM DRAIN, INSTALL CONCRETE SADDLE (SEE DETAIL 3, SHEET C6.1). SEWER SHALL HAVE NO JOINTS WITHIN 10'-FT OF CROSSING. INSTALL 6-INCH CONCRETE ENCASUREMENT OF THE SEWER FOR A DISTANCE OF 5'-FT ON EACH SIDE OF CROSSING.
- JOINT TRENCH AND WET UTILITY CROSSING. SEE JOINT TRENCH PLANS FOR ROUTING AND DETAILING.
- INSTALL BUILDING SEWER LATERALS AT A MINIMUM 2% SLOPE.
- SEWER INVERT AT POINT OF CONNECTION 5' FROM THE BUILDING FACE. SEE MEP DRAWINGS FOR CONTINUATION.
- WYE CONNECT BUILDING SEWER LATERAL INTO THE EXISTING SEWER MAIN.
- DOMESTIC WATER POINT OF CONNECTION 5' FROM THE BUILDING FACE. SEE MEP DRAWINGS FOR CONTINUATION.
- 4" FIRE WATER POINT OF CONNECTION 5' FROM THE BUILDING FACE. SEE MEP DRAWINGS FOR CONTINUATION.
- FIRE DEPARTMENT CONNECTION (FDC) STANDPIPE CONNECTION TO BUILDING SPRINKLER SYSTEM. SEE FIRE PROTECTION DRAWINGS FOR CONTINUATION.
- WYE CONNECT STORM DRAIN LATERAL INTO MAIN LINE, MAINTAIN MINIMUM 1% SLOPE IN LATERAL.
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- CONCRETE SADDLE. SEE DETAIL 3, SHEET C6.1.
- EX. SEWER/STORM CROSSING BELOW NEW FIRE WATER AND/OR DOMESTIC WATER, MAINTAIN 12" MINIMUM CLEARANCE.
- SEWER CROSSING BELOW EX. WATER AND/OR EX. CATV. FIELD VERIFY EX. UTILITY DEPTH AND MAINTAIN 12" MINIMUM CLEARANCE.
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- STORM DRAIN CONNECTION TO BUILDING DOWNSPOUT. SEE ARCHITECTURAL DRAWINGS FOR CONTINUATION.
- STANDARD MANHOLE.
- SHALLOW MANHOLE.

LEGEND

- PROPERTY LINE
- BIO-TREATMENT AREA
- ASPHALT CONCRETE PAVEMENT
- CONCRETE
- LANDSCAPING (SLD)
- 60" MANHOLE
- 48" MANHOLE
- CATCH BASIN
- AREA DRAIN
- CLEAN OUT
- BUBBER
- OUTFALL
- POST INDICATOR VALVE
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION



LPMD
Architects

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PERMIT SUBMITTAL

MARCH 12, 2021

SUNNYHILLS COURT

1724 SUNNYHILLS COURT
MILPITAS, CALIFORNIA

Project No: 617012 Date: 03/12/21
Sheet Title:

UTILITY PLAN

Review by: ☐
Sheet No:

C4.2

of 27 Sheets

APPENDIX J

City of Milpitas Engineering Guidelines XIII

XIII. STORM WATER

The following guidelines address storm drain conveyance system design to protect against flooding, construction practices to prevent contamination of runoff, and design of permanent controls to provide long-term stormwater quality protection.

A. Storm Drain Design Criteria

1. Storm Drain: Show all storm drain lines necessary for the development, from point of interception of upstream drainage to point of adequate discharge. Show sizes, type of materials, catch basins, manhole & lateral locations and all profiles (slope, invert elevations, hydraulic grade lines and surface elevations).
2. All drainage studies shall be in accordance to City's Storm Master Plan. Pipes shall be sized to carry the 10-year discharge without surcharging the pipe. When downstream surcharge effects are included, upstream hydraulic grades shall be no higher than the top of curb elevation at any manholes and inlets. Hydraulic grade shall not exceed the street right-of-way at any location.
3. The Rational method $Q = CIA$ may be used.

Q is the flow rate in cfs.

C is the runoff coefficient which represents the amount of rainfall occurring as runoff and is expressed as a value between from 0.0 to 1.0.

Typical Values of " C ":

Low density residential	0.40
Medium density residential	0.50
High density residential	0.70
Commercial	0.90
Industrial	0.90
Park	0.20
School	0.30
Other	determined individually

I is the rainfall intensity in inches per hour.

Values of " I " have been determined for the City of Milpitas

See A1 - [Rainfall Intensity Charts](#)

A is the drainage area in acres.

4. The minimum and maximum velocities are 2 fps and 10 fps, respectively.
where $V = 1.486 / n \times R^{\text{raised to } 2/3} \times S^{\text{raised to } 1/2}$.
 V is the velocity.
 n is coefficient of friction, Values of " n " for RCP are taken as $n = 0.013$
 R is the hydraulic radius.
 S is the slope.
5. Time of flow in gutters can be determined from the City of Milpitas Gutter Flow Table. See A2 - [Milpitas Gutter Flow Table](#).
6. Material
Reinforced Concrete Pipe (RCP), Class III
7. Easements
10 feet wide (minimum)
(No trees or deep-rooted plants are permitted within the easement)
8. Normal Location
5 feet toward centerline from face of curb, on the opposite side of the water line.
9. Manhole Spacing
500 feet (maximum)
10. Catch Basin Spacing
400 feet (maximum)
Catch basins shall be spaced to provide for a maximum width of gutter flow not to exceed 8 feet from face of curb, for a 10-year flood or entrance capacity of inlet for a 10-year flood.
11. Cover over Pipe
3 feet (minimum)
12. Mainline Pipe Size
15" diameter (minimum)
13. Pipe Crossing Clearance

The minimum pipe crossing clearance with other utilities is one foot. Where the minimum clearance cannot be met, encasement or cap shall be designed by the developer's engineer and approved by the City Engineer.

14. Storm drains shall be constructed from the upstream properties through the development to a point of adequate discharge downstream.
15. Provide stubs for future extension of on-site development and public street extension.
16. Change of direction or size shall occur only at structures such as manholes.
17. Outfalls and other work within the SCVWD rights-of-way are subject to the approval and issuance of a permit by that agency.
18. Open ditches of a temporary nature may only be used if approved by the City Engineer.
19. See Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps (FIRM) for special flood hazard zones.
20. Non-rainfall discharge requires approval from the appropriate agencies such as the Regional Water Quality Control Board.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Final Map and Authorize the City Manager to Execute the Subdivision Improvement Agreement with Toll West Coast, LLC for a Residential Project at 612 South Main Street (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)
Category:	Consent Calendar-Community Development
Meeting Date:	1/7/2025
Recommendation:	(1) Approve the Final Map, Tract No. 10626, including all offers of dedications as stated and depicted upon completion and acceptance of improvements; and (2) Approve and authorize the City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Toll West Coast, LLC., for a residential project at 612 South Main Street.

BACKGROUND:

On April 4, 2023, the City Council approved a Site Development Permit No. SD22-0007, Conditional Use Permit No. UP22-0003, Vesting Tentative Map No. MT22-0003, and Environmental Assessment No. EA22-0005 to construct a 57-unit townhome-style condominium subdivision comprised of nine multi-family residential buildings up to 37 feet in height (three stories), with 123 vehicle parking spaces and associated site improvements, located on a 2.35 acre site at 612 South Main Street (Project) by Toll West Coast, LLC (Developer).

ANALYSIS:

The Final Map, Tract No. 10626, for the Project is now complete and ready for approval by the City Council. The City Engineer has examined the Final Map and determined it is substantially in conformance with the approved Vesting Tentative Map and finds that it conforms to all requirements of the State of California Subdivision Map Act and Milpitas Municipal Code, and the terms and conditions of the Vesting Tentative Map. The Developer has offered required dedications to the City for public use, including easements for streets, services and utilities, and emergency vehicle access purposes, as depicted on the Final Map. Staff recommends the City Council approve the Final Map and accept the dedications, subject to completion and acceptance of public improvements to be installed by the Developer.

The Developer has agreed to enter into a Subdivision Improvement Agreement (SIA) with the City for the construction of off-site public improvements for the Project which will be completed with the on-site work. The public improvements will be accepted by the City after final map approval and completion of construction. Off-site public improvements to be constructed and accepted by the City include asphalt concrete pavement improvements, concrete improvements including driveway approaches, curb and gutter and sidewalk, landscaping and irrigation, signing and striping, street lights, undergrounding of existing overhead utilities, utility mains and services, and other miscellaneous items of work identified on the improvement plans. The improvements will be completed within one year from the date of the SIA, and the work is guaranteed by bonds or similar securities to be posted by the Developer in the amount of \$986,000.00.

The City Engineer has reviewed the public improvement plans (2-1461) and is recommending the City Council approve the Subdivision Improvement Agreement to allow for the construction of public improvements after final map approval.

The parcels associated with the Final Map are subject to annexation into the Community Facilities District No. 2005-1 (CFD 2005-1 Annexation No. 25) and will be brought to City Council for consideration at the same meeting of January 7, 2025.

POLICY ALTERNATIVE(S):

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

Pros: None

Cons: The denial of approval of the Final Map and Subdivision Improvement Agreement will cause the parcels to remain vacant and undeveloped. The City would not benefit from the addition of 57 new townhome-style condominiums to its property tax revenues.

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

FISCAL IMPACT:

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

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This project is covered under the scope of activities approved under the Midtown Specific Plan Environmental Impact Report, SCH2000092027, which was certified by City Council on March 19, 2002. On April 4, 2023, the City Council found that the project is exempt from further environmental review pursuant to CEQA Guidelines Section 15332 (In-fill Development Projects) in that the Project is consistent with the General Plan and zoning designation while invoking the State Density Bonus Law waivers from development standards and reduced parking requirements, is located in an urban area that has either been previously developed or adjoins existing qualified urban uses on all of the site's perimeter and is under five-acres in size, has no value to endangered, rare, or threatened species, would not result in any significant effects related to traffic, noise, air quality, or water quality, and the site can be adequately served by all required utilities and public services.

As a separate and independent basis, the Project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15168 (Program EIR) per the Midtown Specific Plan EIR (SCH2000092027)

RECOMMENDATION:

(1) Approve the Final Map, Tract No. 10626, including all offers of dedications as stated and depicted upon completion and acceptance of improvements.

(2) Approve and authorize the City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Toll West Coast, LLC.

ATTACHMENT(S):

(a) Final Map, Tract No. 10626

(b) Subdivision Improvement Agreement

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE.

WE HEREBY OFFER FOR DEDICATION TO CITY OF MILPITAS FOR PUBLIC USE FOR OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING:

- EASEMENTS FOR PUBLIC SERVICE AND UTILITY EASEMENT PURPOSES (PSUE).
- EASEMENTS FOR EMERGENCY VEHICLE ACCESS PURPOSES (EVAE).

THE ABOVE MENTIONED EASEMENTS (PSUE, EVAE) SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES, IRRIGATION SYSTEMS AND THEIR APPURTENANCES AND LAWFUL FENCES. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

WE ALSO HEREBY RETAIN FOR THE PRIVATE USE OF THE CONDOMINIUM OWNERS WITHIN THIS SUBDIVISION, THEIR LICENSES, VISITORS AND TENANTS WITH MAINTENANCE THEREOF BY THEIR LOT OWNERS THE FOLLOWING:

- PARCELS A, B AND D THROUGH G FOR PRIVATE STREET PURPOSES.
- PARCEL C, FOR PRIVATE OPEN SPACES PURPOSES (OS).

THE DESIGNATED PRIVATE STREETS ON THIS MAP ARE NOT PART OF THE CITY OF MILPITAS STREET SYSTEM AND ARE NOT ACCEPTED FOR PUBLIC MAINTENANCE.

THERE ARE EXISTING PUBLIC STORM DRAIN UTILITIES WITHIN THE EXISTING STORM DRAIN EASEMENT. ALL OTHER STORM DRAIN UTILITIES WITHIN THE DISTINCTIVE BOUNDARY LINE OF THIS MAP ARE PRIVATELY OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. ALL DRY UTILITIES (GAS, ELECTRIC, TELEPHONE, CABLE, ETC.) ARE OWNED AND MAINTAINED BY THE RESPECTIVE UTILITY COMPANY.

THIS MAP SHOWS ALL EASEMENTS OF RECORD ON THE PREMISES.

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

PRINTED NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

OWNER'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA
COUNTY OF _____)

ON _____, 2025, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE: _____

PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL PLACE OF BUSINESS: _____

COMMISSION EXPIRES: _____

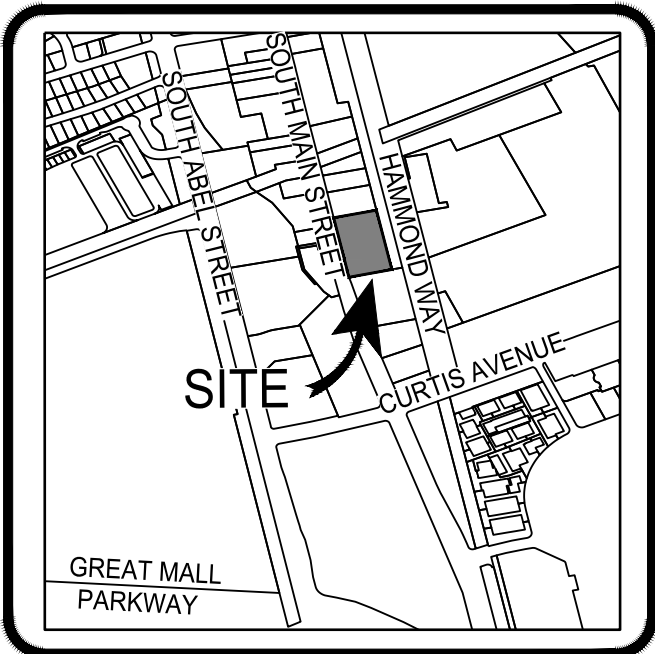
COMMISSION # OF NOTARY: _____

TRACT 10626

CONSISTING OF 4 SHEETS
FOR CONDOMINIUM PURPOSES
BEING A SUBDIVISION OF PARCELS 1 AND 2
OF PARCEL MAP, RECORDED IN BOOK 400 OF
PARCEL MAPS, AT PAGE 39
SANTA CLARA COUNTY RECORDS,
MILPITAS, SANTA CLARA COUNTY,
CALIFORNIA

MacKay & Soms
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DECEMBER 2024



VICINITY MAP

NTS



SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AT THE REQUEST OF TOLL BROTHERS, LLC IN DECEMBER OF 2023. I HEREBY STATE THAT THIS FINAL MAP COMPLIES WITH FINAL MAP PROCEDURES OF THE CITY OF MILPITAS AND THAT THIS FINAL MAP CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FULFILLED PRIOR TO THE FILING OF THE FINAL MAP AND IT IS TECHNICALLY CORRECT.

IAN BRUCE MACDONALD
LS NO. 8817

DATE: _____, 2025



SOILS REPORT NOTE:

GEOTECHNICAL EXPLORATION, DATED FEBRUARY 23, 2024, HAS BEEN PREPARED BY ENGEO INCORPORATED, JOB NO. 23358.000.002 "SOUTH MAIN STREET DEVELOPMENT", PREPARED BY TANIA ZAKARIA, SEEMA BARUA, PE 87585, AND THEODORE P. BAYHAM, CEG, GE 2480 FOR THIS SUBDIVISION AND ARE ON FILE WITH THE CITY OF MILPITAS.

CITY SURVEYOR'S STATEMENT:

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

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

DATE: _____, 2025

CITY ENGINEER'S STATEMENT:

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

MICHAEL SILVEIRA, RCE 83869, CITY ENGINEER
CITY OF MILPITAS, SANTA CLARA COUNTY, CALIFORNIA

DATE: _____, 2025

CITY CLERK'S CERTIFICATE:

I, SUZANNE GUZZETTA, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT SAID CITY COUNCIL, AS GOVERNING BODY OF SAID CITY AT A REGULAR MEETING HELD ON _____, 2024, HAS TAKEN THE FOLLOWING ACTIONS:

- APPROVED THIS TRACT MAP NO. 10626.
- ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF OFFER OF DEDICATION TO WIT:
 - EASEMENTS FOR PUBLIC SERVICE AND UTILITY EASEMENT PURPOSES (PSUE).
 - EASEMENTS FOR EMERGENCY VEHICLE ACCESS PURPOSES (EVAE).

DATED: _____

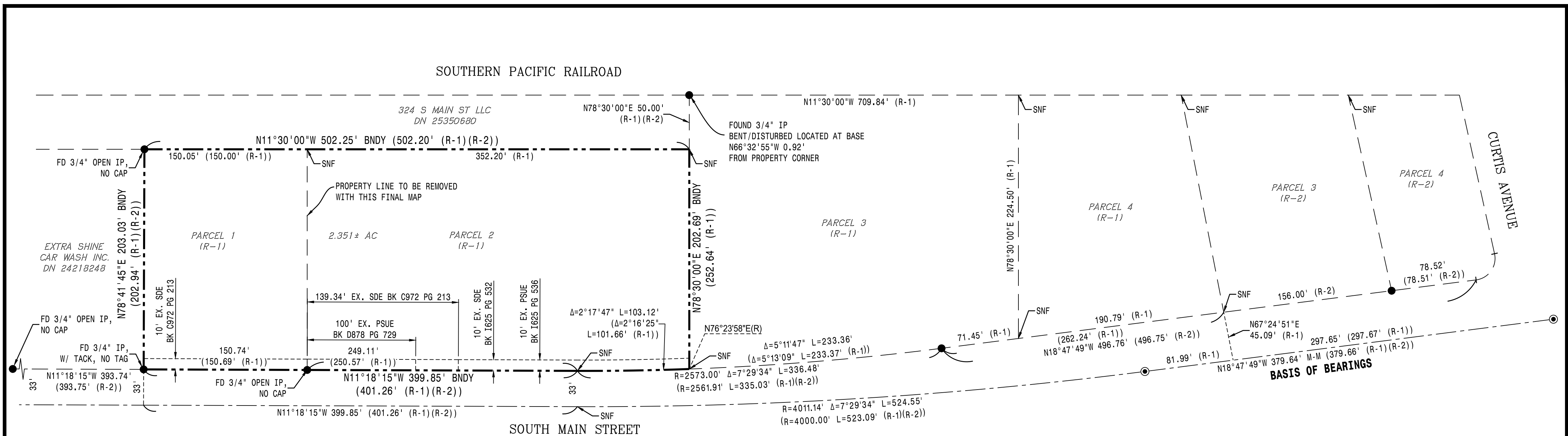
SUZANNE GUZZETTA
CITY CLERK, CITY OF MILPITAS

COUNTY RECORDER'S STATEMENT:

FILE NO. _____ FEE \$ _____ PAID. ACCEPTED FOR RECORD AND FILED IN BOOK _____ OF MAPS AT PAGES _____, SANTA CLARA COUNTY RECORDS, THIS _____ DAY OF _____, 20__ AT _____ M., AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY.

REGINA ALCOMENDRAS, RECORDER
SANTA CLARA COUNTY, CALIFORNIA

BY: _____
DEPUTY



LEGEND

---	BOUNDARY LINE
=====	PROPERTY LINE
---	EXISTING PROPERTY LINE
-----	EASEMENT LINE
- - - - -	EXISTING EASEMENT LINE
-----	MONUMENT LINE
●	FOUND MONUMENT (AS NOTED)
◎	FOUND STANDARD STREET MONUMENT
◎	SET CITY STANDARD STREET MONUMENT STAMPED "LS 8817"
AC	ACRES
BNDY	BOUNDARY
EX	EXISTING
FD	FOUND
IP	IRON PIPE
M	MONUMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PL	PROPERTY LINE
PSUE	PUBLIC SERVICE AND UTILITY EASEMENT
SDE	PUBLIC STORM DRAIN EASEMENT
SNF	SEARCHED FOR, NOT FOUND
(R)	RADIAL BEARING
(R-1)	REFERENCE

EASEMENT NOTE:

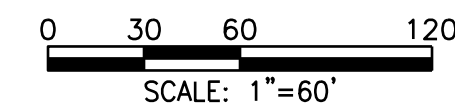
THE EASEMENT CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION" AS DOCUMENT NO. 22469423, SANTA CLARA COUNTY RECORDS IS NOT PLOTTABLE.

REFERENCES

(R-1) PARCEL MAP, 400 M 39, SANTA CLARA COUNTY RECORDS
(R-2) PARCEL MAP, 345 M 43, SANTA CLARA COUNTY RECORDS

BASIS OF BEARINGS

THE BEARING NORTH 18°47'49" EAST BETWEEN MONUMENTS IN SOUTH MAIN STREET, PER PARCEL MAP RECORDED IN BOOK 345 OF MAPS, AT PAGE 43, SANTA CLARA COUNTY RECORDS IS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.



TRACT 10626

CONSISTING OF 4 SHEETS
FOR CONDOMINIUM PURPOSES
BEING A SUBDIVISION OF PARCELS 1 AND 2
OF PARCEL MAP, RECORDED IN BOOK 400 OF
PARCEL MAPS, AT PAGE 39
SANTA CLARA COUNTY RECORDS,
MILPITAS, SANTA CLARA COUNTY,
CALIFORNIA

MAC KAY & SOMPS

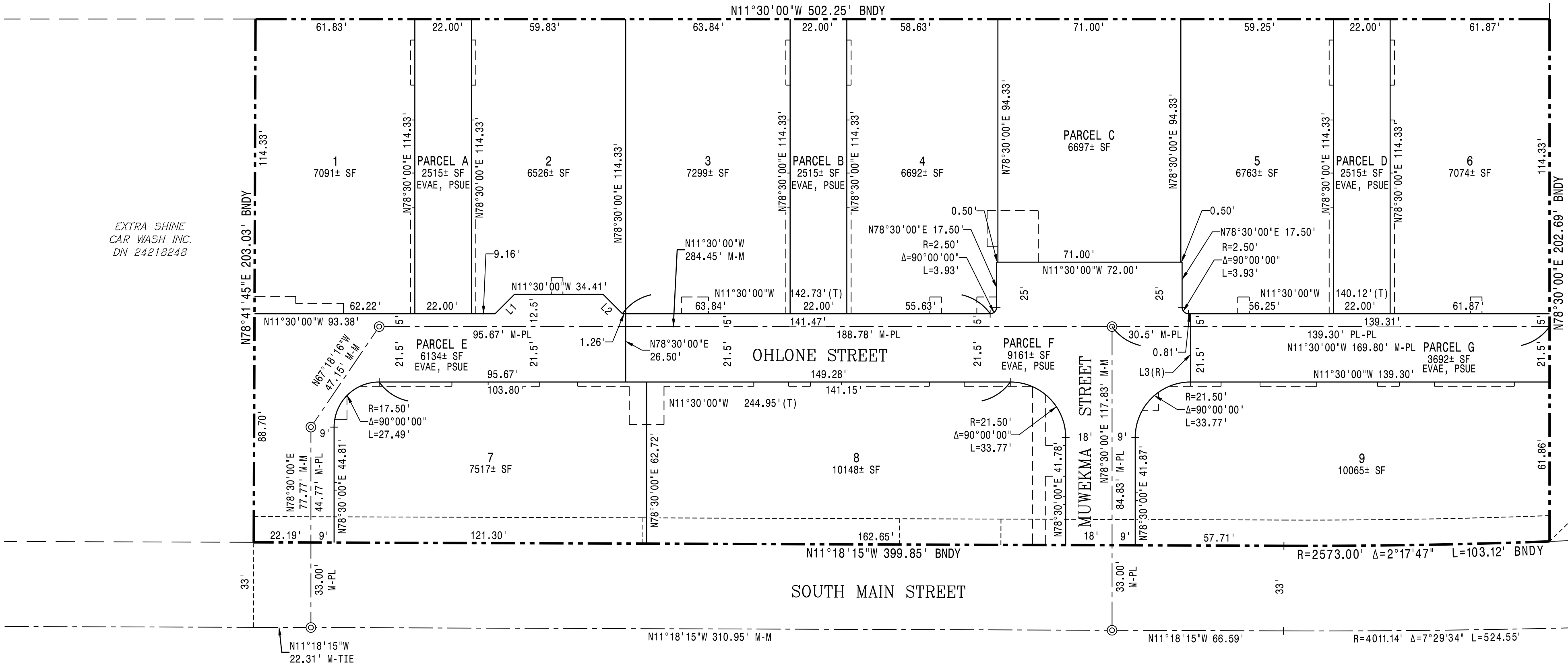
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DECEMBER 2024

324 S MAIN ST LLC
DN 25350690

EXTRA SHINE
CAR WASH INC.
DN 24218248

PARCEL 3
(R-1)



NOTE
SEE SHEET 4 FOR EASEMENTS

LEGEND

- BOUNDARY LINE
- PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- FOUND MONUMENT (AS NOTED)
- FOUND STANDARD STREET MONUMENT
- SET CITY STANDARD STREET MONUMENT
- STAMPED "LS 8817"
- ACRES
- BOUNDARY
- EXISTING
- FOUND
- IRON PIPE
- MONUMENT
- EMERGENCY VEHICLE ACCESS EASEMENT
- PROPERTY LINE
- PUBLIC SERVICE AND UTILITY EASEMENT
- PUBLIC STORM DRAIN EASEMENT
- SEARCHED FOR, NOT FOUND
- RADIAL BEARING
- REFERENCE

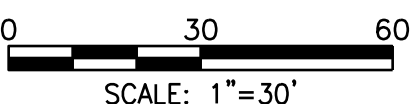
Line Table		
Line #	Bearing	Length
L1	N56°30'00"W	10.61'
L2	N33°30'00"E	10.61'
L3	N78°30'00"E	26.50'

REFERENCES

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CALIFORNIA

Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588
(925)225-0690

DECEMBER 2024

SHEET 3 OF 4

29086.TOL.D

324 S MAIN ST LLC
DN 25350690

EXTRA SHINE
CAR WASH INC.
DN 24218248

PARCEL 3
(R-1)

OHLONE STREET

SOUTH MAIN STREET

MUWEEKMA
STREET

LEGEND

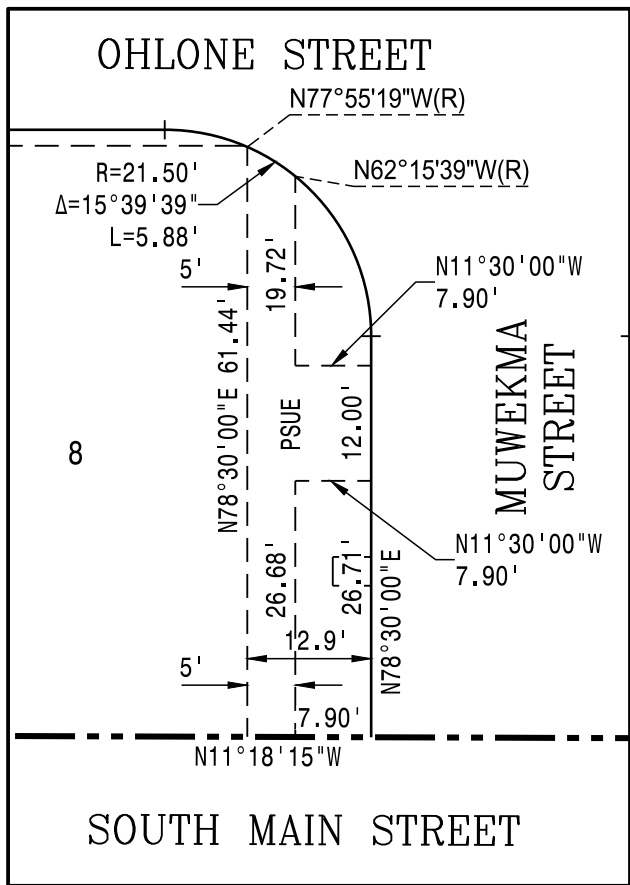
---	BOUNDARY LINE
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⊙	FOUND STANDARD STREET MONUMENT
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EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PL	PROPERTY LINE
PSUE	PUBLIC SERVICE AND UTILITY EASEMENT
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MAPS, AT PAGE 43, SANTA CLARA COUNTY
RECORDS IS TAKEN AS THE BASIS OF
BEARINGS FOR THIS MAP.



DETAIL
N.T.S.



0 30 60
SCALE: 1"=30'

TRACT 10626

CONSISTING OF 4 SHEETS
FOR CONDOMINIUM PURPOSES
BEING A SUBDIVISION OF PARCELS 1 AND 2
OF PARCEL MAP, RECORDED IN BOOK 400 OF
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MILPITAS, SANTA CLARA COUNTY,
CALIFORNIA

Mackay & SompS

ENGINEERS PLANNERS SURVEYORS
51428 FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DECEMBER 2024

SHEET 4 OF 4

29086.TOL.D

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 6103

CITY OF MILPITAS, CALIFORNIA

By: _____
City Clerk

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT NO. 10626

between
CITY OF MILPITAS

a California municipal corporation

and
TOLL WEST COAST, LLC

a Delaware limited liability company

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
TRACT MAP NO. 10626**

I. PARTIES AND DATE.

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

II. RECITALS.

A. On July 12, 2022, TTLC MILPITAS – MAIN ST. LLC, a California limited liability company ("Previous Developer") submitted to City an application for approval of a vesting tentative tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"). The vesting tentative tract map was prepared on behalf of Previous Developer by MacKay & Soms, and is identified in City records as Vesting Tract Map No. 10626 ("Tract No. 10626").

B. Previous Developer's application for a vesting tentative tract map for Tract No. 10626 was deemed complete on December 22, 2022. On April 4, 2023, the MILPITAS CITY COUNCIL conditionally approved Previous Developer's application for a vesting tentative tract map for Tract No. 10626.

C. Previous Developer has since transferred ownership of Property to Developer.

D. Developer has not completed all of the work or made all of the public improvements required by Title XI, Chapter 1, Section 7, the Subdivision Map Act (Government Code sections 66410 et seq.) ("Map Act"), the conditions of approval for Tract No. 10626, or other ordinances, resolutions, or policies of City requiring construction of public improvements in conjunction with the subdivision of land.

E. Pursuant to Title XI, Chapter 1, Section 7 and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 10626.

F. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for Tract No. 10626.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all three of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of SANTA CLARA and (c) the City Council of the City ("City Council") approves the final map for Tract No. 10626. If the above described conditions are not satisfied within 60 days after the entry date of this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for Tract No. 10626.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Tract No. 10626, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Tract Map No. 10626 ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

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

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

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

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

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

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

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

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

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

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

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

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 10626 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Sections 11.0 and 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 10626 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 10626.

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

9.0 Default; Notice; Remedies.

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

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

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

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

11.0 Acceptance of Improvements by City Council; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete and reduce the requirement Security amount pursuant to Section 13.0 et seq., which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of SANTA CLARA a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. If Tract No. 10626 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

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

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

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Nine Hundred Eighty Six Thousand and 0/100 Dollars (\$986,000.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as portions of the Public Improvements are completed and accepted by the City Council, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 10626, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 10626.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Nine Hundred Eighty Six Thousand and 0/100 Dollars (\$986,000.00), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

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

14.0 Monument Security. Prior to this Agreement taking effect as set forth in Section 1.0 above, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 10626 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of Six Thousand Two Hundred Fifty Dollars (\$6,250.00), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 10626.

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

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

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

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

17.0 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

17.8 Completed Operations Coverage. For Construction contracts, Developer and its contractors shall maintain insurance as required by this contract 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 Developer and its contractors fail to obtain or maintain completed operations coverage as required by this contract, the City, at its sole discretion, may purchase the coverage required, and the Developer and its contractors shall pay the cost.

Any deductibles or self-insured retentions must be declared and are subject to approval by City.

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

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 10626, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and

subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

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

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

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

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

CITY OF MILPITAS
455 E. Calaveras Blvd
MILPITAS, CA 95035
Attn: Christian Di Renzo
Public Works Director

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

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

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

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

resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

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

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

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

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of SANTA CLARA, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

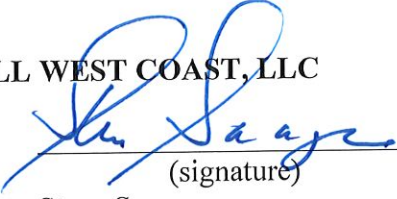
20.12 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

CITY OF MILPITAS

By: _____
(signature)
Ned Thomas
(print name)
City Manager
City of MILPITAS

TOLL WEST COAST, LLC

By: _____
(signature)
Steve Savage
(print name)
Vice President
(title)

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

By: _____
(signature)
Luz Cofresi-Howe
(print name)
Finance Director/Risk Manager
City of MILPITAS

APPROVED AS TO SUFFICIENCY:

By: _____
(signature)
Christian Di Renzo
(print name)
Public Works Director
City of MILPITAS

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

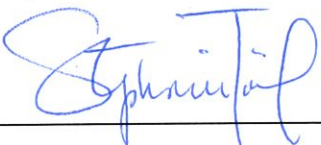
State of California
County of Alameda

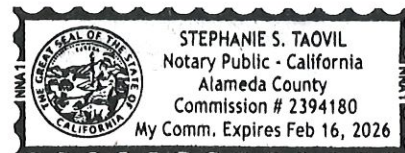
On November 21, 2024 before me, Stephanie S. Taovil, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



All Capacity Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)
- ☐ Partner ☐ Limited
(s) ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
TRACT NO. 10626

LEGAL DESCRIPTION

Real property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

Parcels 1 and 2, as shown on that Parcel Map filed for record in the office of the recorder of the county of Santa Clara, state of California on July 18, 1977 in Book 400 of Maps, Page(s) 39.

APN: 086-25-028 (Parcel 1) and 086-25-027 (Parcel 2)

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 10626



BOND ESTIMATE FOR PUBLIC IMPROVEMENTS
610 & 612 SOUTH MAIN STREET
TRACT 10626
MILPITAS, CA

Based on Public Improvement Plans prepared by MacKay & Soms, dated November 2024

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
<u>A. DEMOLITION/EROSION CONTROL</u>					
1.	1	LS	Demolition	10,000.00 \$	10,000
2.	1	LS	Erosion Control	5,000.00 \$	5,000
ESTIMATED TOTAL DEMOLITION AND EROSION CONTROL WORK:					\$ 15,000
<u>B. SANITARY SEWER WORK</u>					
1.	5	EA	Manholes including reset to finish grade (City STD. No. 230)	6,000.00 \$	30,000
2.	5	EA	Flushing inlet (City STD. No. 602)	1,500.00 \$	7,500
3.	1	EA	Connect to existing main	600.00 \$	600
4.	860	LF	8" PVC Sanitary sewer pipe	40.00 \$	34,400
5.	57	EA	4" Sewer Lateral with Cleanout (City STD. No. 620)	750.00 \$	42,750
ESTIMATED TOTAL SANITARY SEWER WORK:					\$ 115,250
<u>C. WATER SYSTEM WORK</u>					
1.	630	LF	8" PVC domestic main incl. valves & fittings	50.00 \$	31,500
2.	5	EA	Fire hydrants incl. valve & run	5,500.00 \$	27,500
3.	1	EA	Valve & run for relocated fire hydrant	1,000.00 \$	1,000
4.	2	EA	Connect to existing main (Cut-in Tee) (City STD. No. 712)	600.00 \$	1,200
5.	1	EA	2" Irrigation service lateral and meter	1,250.00 \$	1,250
6.	1	EA	2" Irrigation backflow	1,250.00 \$	1,250
7.	9	EA	2" Water service lateral and meter	1,250.00 \$	11,250
8.	9	EA	2" Backflow for water service	1,250.00 \$	11,250
9.	9	EA	4" Fire service lateral	1,250.00 \$	11,250
10.	9	EA	4" Reduced Pressure Detector Assembly (RPDA)	1,500.00 \$	13,500
ESTIMATED TOTAL WATER SYSTEM WORK:					\$ 110,950
<u>C. STORM DRAIN WORK</u>					
1.	3	EA	Type I Manhole (City STD. No. 230)	6,000.00 \$	18,000
2.	2	EA	Curb Storm Drain Inlet (City STD. No. 462)	5,500.00 \$	11,000
3.	1	EA	Retrofit Curb Inlet (City STD. No. 464)	5,750.00 \$	5,750
4.	503	LF	15" RCP Storm drain pipe	75.00 \$	37,730
5.	2	EA	Connect to existing	1,000.00 \$	2,000
ESTIMATED TOTAL STORM DRAIN WORK:					\$ 74,480

D. CONCRETE AND PAVEMENT WORK

1.	550	LF	Concrete curb and gutter (City STD. No. 410)	42.00	\$	23,100
2.	5,000	SF	Concrete sidewalk (4" deep) (City STD. No. 427)	10.00	\$	50,000
3.	500	SF	Driveway Cut	16.00	\$	8,000
4.	6,600	SF	Frontage 12' width resurfacing (4" AC/8" High Early	20.00	\$	132,000
5.	2,600	SF	Frontage 5' width resurfacing (3" Grind and Overlay)	12.00	\$	31,200
6.	1	LS	Joint Trench (offsite joint trench)	250,000.00	\$	250,000
7.	1	LS	Signing and Striping	2,000.00	\$	2,000
8.	1	LS	Landscaping (including trees, tree wells, grates,etc)	10,000.00	\$	10,000

ESTIMATED TOTAL CONCRETE WORK: \$ 506,300

ESTIMATED TOTAL CONSTRUCTION COST: \$ 821,980

CONTINGENCIES @20% \$ 164,396

BOND AMOUNT \$ 986,000

E. OFFSITE AND ONSITE MONUMENTS

1.	5	EA	Survey Monument (City STD. No. 446)	1,250.00	\$	6,250
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ESTIMATED TOTAL MONUMENT WORK: \$ 6,250

NOTES

1. This estimate is prepared as a guide only and is subject to possible change. It has been prepared to a standard of accuracy which, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purposes of this estimate. MacKay & Somps makes no warranty, either expressed or implied, as to the accuracy of this

Prepared by the firm of
MACKAY & SOMPS

EXHIBIT "C"
SURETY BONDS AND OTHER SECURITY
TRACT NO. 10626

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$986,000.00

Surety: Federal Insurance Company

Attorney-in-fact: Daniel P. Dunigan

Address: 1041 Old Cassatt Road, Berwyn, PA 19312

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$986,000.00

Surety: Federal Insurance Company

Attorney-in-fact: Daniel P. Dunigan

Address: 1041 Old Cassatt Road, Berwyn, PA 19312

CASH MONUMENT SECURITY: \$6,250.00

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. K41939783
INITIAL PREMIUM: \$5423.00
SUBJECT TO RENEWAL

CITY OF MILPITAS
TRACT MAP NO. 10626 IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and Toll West Coast, LLC, a Delaware limited liability company ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 10626 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Federal Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Nine Hundred Eighty Six Thousand and 00/100 dollars (\$986,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Berwyn PA, this 18th day of November, 2024.

(Corporate Seal)

Toll West Coast, LLC

Principal

By

Title

Vice President

(Corporate Seal)

Federal Insurance Company

Surety

By

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Daniel P. Dunigan

The rate of premium on this bond is 5.50 per thousand. The total amount of premium charges is \$ 5423.00.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Federal Insurance Company

436 Walnut St

Philadelphia, PA 19106

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

Mike Destiche

555 S. Flower St

Los Angeles, CA 90071

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

213-612-0880

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of PENNSYLVANIA

County of CHESTER

On November 18 2024 before me, ARLENE OSTROFF, Notary Public
Date Name and Title of Notary

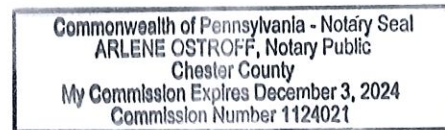
personally appeared DANIEL P. DUNIGAN
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature *Arlene Ostroff*
Notary Public Signature



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

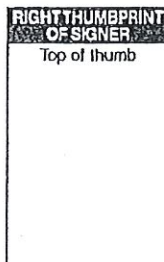
Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

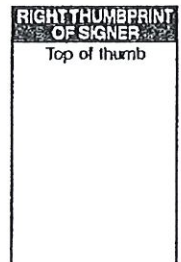
- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____
 Federal Insurance Company



- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____



CHUBB

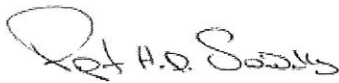
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Brian C. Block, Daniel P. Dunigan, James L. Hahn, Kelly G. Hennessy and Joseph W. Kolok Jr. of Berwyn, Pennsylvania

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 11th day of April 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 11th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

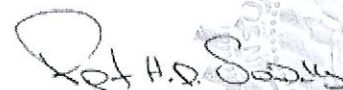
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th Day of Nov, 2024




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda

Rosana Haydee Martinez Sedano, Notary Public

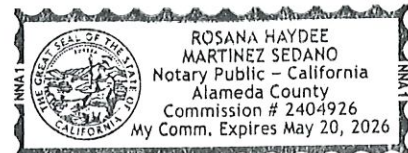
On November 19, 2024 before me, _____
(insert name and title of the officer)

personally appeared Steve Savage
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



BOND NO. K41939783
INITIAL PREMIUM: Included in Performance Bond
SUBJECT TO RENEWAL

CITY OF MILPITAS
TRACT MAP NO. 10626 IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and Toll West Coast, LLC, a Delaware limited liability company ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 10626 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Federal Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all contractors, subcontractors, material suppliers, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Nine Hundred Eighty Six Thousand and 00/100 dollars, (\$986,000.00), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind

ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named herein, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Berwyn, PA, this 18th day of November,

(Corporate Seal)

Toll West Coast, LLC
Principal
By [Signature]
Title Vice President

(Corporate Seal)

Federal Insurance Company
Surety
By [Signature]
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Daniel P. Dunigan

The rate of premium on this bond is 5.50 per thousand. The total amount of premium charges is \$ Included in Performance Bond.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)	<u>Federal Insurance Company</u> <u>436 Walnut St</u> <u>Philadelphia PA 19106</u>
(Name and Address of Agent or Representative for service of process in California, if different from above)	<u>Mike Destiche</u> <u>555 S. Flower Street</u> <u>Los Angeles, CA 90071</u>
(Telephone number of Surety and Agent or Representative for service of process in California)	<u>213-612-0880</u>

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of PENNSYLVANIA

County of CHESTER

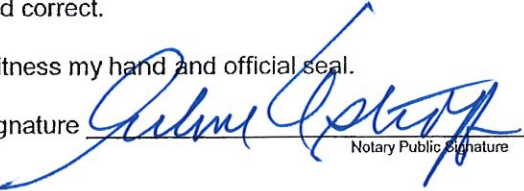
On November 18 2024 before me, ARLENE OSTROFF, Notary Public

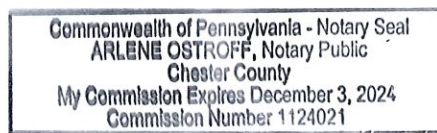
personally appeared DANIEL P. DUNIGAN

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature 



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

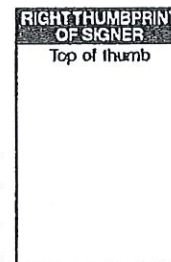
Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____
- Signer is representing _____
- Federal Insurance Company _____



- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
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- ☐ Trustee
- ☐ Other: _____
- Signer is representing _____



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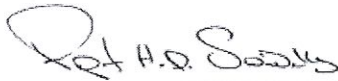
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Brian C. Block, Daniel P. Dunigan, James L. Hahn, Kelly G. Hennessy and Joseph W. Kolok Jr. of Berwyn, Pennsylvania

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 11th day of April 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

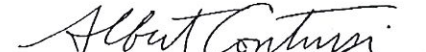
SS.

On this 11th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
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- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

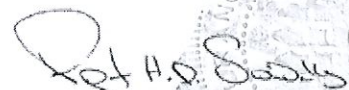
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I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th Day of Nov, 2024




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

Rosana Haydee Martinez Sedano, Notary Public

On November 19, 2024 before me, _____
(insert name and title of the officer)

personally appeared Steve Savage,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

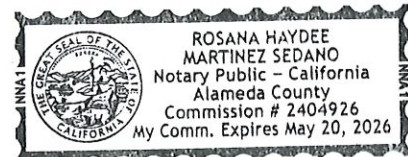
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Rosana Martinez Sedano

(Seal)





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:	1/7/2025
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 installation of security enhancements by Trofholz Technologies, Inc. has been completed. The materials, hardware, and network connections necessary to operate security cameras, card readers, and motion sensors at the Main Lift facility are now installed and operational. Staff conducted a final inspection of the security enhancement features and concluded this portion of the security improvements project on December 19, 2024.

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 arrived and fence installation will begin in early January. The estimated project completion date is now anticipated in late January 2025.

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 12/18/2024 is \$1,277,987.

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 12/18/2024 is \$20,217.

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:	Adopt a Resolution Certifying Election Results and Adding the Property Located at 612 South Main Street into Community Facilities District No. 2005-1 (Annexation No. 25) (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)
Category:	Public Hearings-Community Development
Meeting Date:	1/7/2025
Recommendation:	Following receipt of election results from the City Clerk, adopt a resolution certifying election results and adding the property located at 612 South Main Street into Community Facilities District No. 2005-1 (Annexation No. 25).

BACKGROUND:

On April 4, 2023, the City Council approved a Site Development Permit No. SD22-0007, Conditional Use Permit No. UP22-0003, Vesting Tentative Map No. MT22-0003, Density Bonus Permit No. DB22-0002, Tree Removal Permit No. TR22-0014, and Environmental Assessment No. EA22-0005 to allow construction of a 57-unit townhome-style condominium subdivision comprised of nine multi-family residential buildings, and associated site improvements, located on a 2.35 acre site at 612 South Main Street (Project) in the Midtown Specific Plan area which will be constructed by Toll West Coast, LLC (Developer).

ANALYSIS:

The Project is comprised of real property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

- Parcels 1 and 2, as shown on that certain map entitled, "Parcel Map", which map was filed for record in the office of the recorder of the County of Santa Clara, State of California on July 18, 1977 in book 400 of maps, page 39.

The Project is subject to annexation into the Community Facilities District No. 2005-1 (CFD 2005-1). The City has on file a Certificate of Registrar of Voters from the County of Santa Clara certifying that there are zero (0) registered voters within the boundaries of the proposed CFD 2005-1 - Annexation No. 25 for this development. On January 2, 2025, the property owner voted on agreeing to the proposed annexation. The resolution attached hereto, depending on the results of the election to be determined at the hearing, documents the results of the election for annexation into CFD 2005-1 subject to the provisions of the Mello-Roos Community Facilities Act of 1982, commencing with Section 53311 of the Government Code. While the Act has a number of requirements for annexation and imposition of the special tax, the Developer (as the sole landowner within the annexation territory) has agreed to waive many of the formalities. A copy of the waiver executed by the Developer is on file with the City Clerk.

POLICY ALTERNATIVE(S):

Alternative 1: Deny Annexation of Project to CFD 2005-1

Pros: None

Cons: Denying the Annexation of Project into CFD No. 2005-1 would prevent the City from funding necessary public services through levying special taxes on these parcels.

Reason for Not Recommending: Staff is recommending this action to adequately fund the perpetual maintenance of improvements and services within CFD No. 2005-1.

FISCAL IMPACT:

Staff recommends adoption of a resolution certifying election results and adding the Project into CFD 2005-1 to adequately fund the perpetual maintenance of improvements and services within Annexation No. 25.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This Project is covered under the scope of activities approved under the Midtown Specific Plan Environmental Impact Report, SCH2000092027, which was certified by City Council on March 19, 2002. On April 4, 2023, the City Council found that the Project is exempt from further environmental review pursuant to CEQA Guidelines Section 15332 (In-fill Development Projects) in that the Project is consistent with the General Plan and zoning designation while invoking the State Density Bonus Law waivers from development standards and reduced parking requirements, is located in an urban area that has either been previously developed or adjoins existing qualified urban uses on all of the site's perimeter and is under five acres in size, has no value to endangered, rare, or threatened species, would not result in any significant effects related to traffic, noise, air quality, or water quality, and the site can be adequately served by all required utilities and public services.

As a separate and independent basis, the Project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15168 (Program EIR) per the Midtown Specific Plan EIR (SCH2000092027).

RECOMMENDATION:

Following receipt of election results from the City Clerk, adopt a resolution certifying election results and adding 612 South Main Street to Community Facilities District No. 2005-1 (Annexation No. 25)

ATTACHMENT(S):

(a) Resolution

RESOLUTION NO. _____ -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS, CALIFORNIA,
CERTIFYING THE RESULTS OF AN ELECTION AND ADDING TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)**

(Annexation No. 25)

WHEREAS, the City Council of the City of Milpitas, California (the "City Council") has previously formed Community Facilities District No. 2005-1 (Public Services) ("CFD No. 2005-1") pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), as amended, for the purpose of financing certain Public Services; and

WHEREAS, acting pursuant to the Act, the City Council also authorized by the adoption of Resolution No. 7521 the annexation in the future of territory to CFD No. 2005-1, such territory designated as Future Annexation Area, Community Facilities District No. 2005-1 (the "Future Annexation Area"); and

WHEREAS, at this time the unanimous consent to the annexation of certain territory located within the Future Annexation Area to CFD No. 2005-1 has been received from the property owner of such territory, and such territory has been designated as Annexation No. 25 (the "Territory"); and

WHEREAS, less than twelve (12) registered voters have resided within the Territory for each of the ninety (90) days preceding the election date established for the Territory, therefore, pursuant to the Act the qualified elector of the Territory shall be the "landowner," as such term is defined in Government Code Section 53317(f), of such Territory and such landowner who is the owner of record as of the applicable election date, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of the parcel of land that landowner owns within such Territory; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the Territory to the qualified elector thereof and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified elector of the Territory; and

WHEREAS, the City Clerk of the City of Milpitas has caused a ballot to be distributed to the qualified elector of the Territory, has received and canvassed such ballot and made a report to the City Council regarding the results of such canvass, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference; and

WHEREAS, at this time the measure voted upon and such measure did receive the favorable vote of the qualified elector of the Territory, and the City Council desires to declare the results of the election; and

WHEREAS, a map showing the Territory and designated as Annexation Map No. 25 (the "Annexation Map"), a copy of which is attached as Exhibit B hereto and incorporated herein by this reference, has been submitted to this legislative body.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Milpitas, California, acting as the legislative body of Community Facilities District No. 2005-1, as follows:

Section 1. Recitals. The above recitals are true and correct.

Section 2. Findings. This legislative body does hereby further determine as follows:

A. The unanimous consent as described in the recitals hereto to the annexation of the Territory to CFD No. 2005-1 has been given by the owner of the Territory and such consent shall be kept on file in the Office of the City Clerk of the City of Milpitas.

B. Less than twelve (12) registered voters have resided within the Territory for each of the ninety (90) days preceding the election date established for the each of the parcels located within the Territory, therefore, pursuant to the Act the qualified elector for the Territory shall be the "landowner" of the Territory as such term is defined in Government Code Section 53317(f).

C. The qualified elector of the Territory has voted in favor of the levy of special taxes on the Territory upon its annexation to CFD No. 2005-1.

Section 3. Territory. The boundaries and parcels of property within the Territory and on which special taxes will be levied in order to pay for the costs and expenses of authorized Public Services are shown on the Annexation Map as submitted to and hereby approved by this legislative body.

Section 4. Declaration of Annexation. This legislative body does hereby determine and declare that the Territory, and each parcel therein, is now added to and becomes a part of CFD No. 2005-1. The City Council, acting as the legislative body of CFD No. 2005-1, is hereby empowered to levy the authorized special tax within the Territory.

Section 5. Notice. Immediately upon adoption of this Resolution, notice shall be given as follows:

A. A copy of the Annexation Map as approved shall be filed in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

B. An Amendment to the Notice of Special Tax Lien (Notice of Annexation) shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

Section 6. Effective Date. This Resolution shall become effective upon its adoption.

ADOPTED by the City Council of the City of Milpitas, California, at a Regular Meeting thereof held this _____ day of _____, 20__, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST

APPROVED

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM

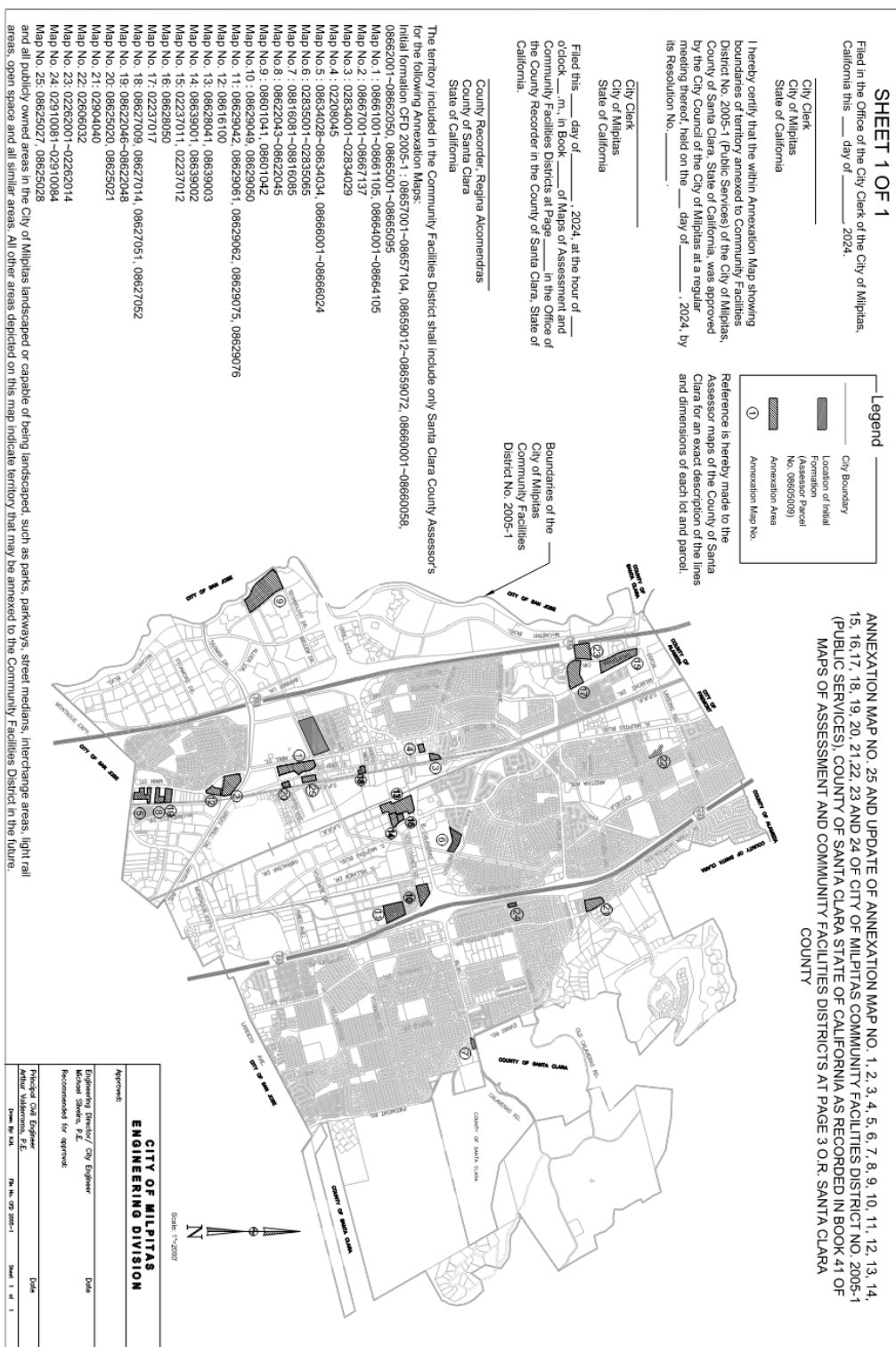
Michael Mutalipassi, City Attorney

CERTIFICATE OF ELECTION OFFICIAL AND STATEMENT OF VOTES CAST

SUZANNE GUZZETTA
CITY CLERK
CITY OF MILPITAS
OF THE STATE OF CALIFORNIA

Exhibit B

Annexation Map





CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive Progress Report on the Work Completed on the Milpitas Gateway-Main Street Specific Plan (Staff Contact: Jay Lee, Planning Director, 408-586-3077)
Category:	Community Development
Meeting Date:	1/7/2025
Recommendation:	Receive progress report on the work completed on the Milpitas Gateway-Main Street Specific Plan.

BACKGROUND:

The Milpitas Midtown Specific Plan was originally adopted by City Council in 2002 to maximize land use, transportation, and economic opportunities along the City's historic Main Street and to energize and catalyze mixed-use, transit-oriented development in the Midtown area, also known as the "heart" of Milpitas. Since adoption of the current Midtown Specific Plan, little of the community vision for this area has been realized, and many potential development sites remain vacant and underutilized, especially along Main Street. As part of the update process, the Midtown Specific Plan will be renamed the "Milpitas Gateway-Main Street Specific Plan." The Milpitas Gateway-Main Street Specific Plan will provide a new vision and strategic policy framework to guide redevelopment and reinvestment in three focus areas and transform this important gateway into an attractive and vibrant destination for the City and region.

On April 6, 2021, the City Council adopted the FY2022-26 Capital Improvement Plan (CIP), which included the Milpitas Gateway-Main Street Plan (Midtown Specific Plan Update) [Plan] as Project No. 3437 (Project), with an initial outlay of up to \$960,000 from the Community Planning Fund. On May 26, 2021, the Metropolitan Transportation Commission (MTC) awarded the City of Milpitas an additional \$500,000 through its Priority Development Area (PDA) Planning Grant Program to complete the Project.

On September 21, 2021, City Council authorized the City Manager to execute a master funding agreement with the Metropolitan Transportation Commission to receive funding through the PDA Planning Grant Program and a professional services agreement with Ascent Environmental for consultant services to prepare the Project.

Throughout the preparation of the Plan, the Project area expanded to annex adjacent neighborhoods that would benefit from inclusion into the Plan area. An additional redevelopment focus area was also added to maximize the development potential of new opportunity sites. Additionally, City staff determined the scope of work should include preparing zoning regulations and development standards to ensure consistency between the Plan and Milpitas Zoning Ordinance upon Plan adoption rather than amending the zoning map and text later. Furthermore, the existing condition of utilities and infrastructure within the Plan area requires additional analysis and utility improvements to ensure that future development will be adequately served. As such, the professional services agreement with Ascent Environmental has been amended to increase the Project budget from \$930,708 to \$1,059,708 and extend the termination date from June 30, 2023 to June 30, 2025 to deliver this additional scopes of work.

The work completed thus far is summarized below.

1. **Kick-Off Meeting and Site Tour:** The Project team held a virtual kick-off meeting on October 26, 2021 to initiate the Project and discuss City goals and objectives, team roles and responsibilities, Project area context and efforts under way, and Plan and focus area boundaries.

2. **Material Review and Preliminary Mapping:** The consultant reviewed relevant existing and in-progress studies and created a series of maps to depict the local context.
3. **Existing Conditions Assessment:** The consultant assessed the physical context of the Plan area with a focus on identifying preliminary opportunities and constraints related to land use and development. Completed deliverables include the Land Use, Zoning and Urban Form Analysis, Market Study, Transportation Analysis, Affordable Housing and Community Benefits Memorandum, and Resilience and Climate Adaptation Assessment. Please refer to the Existing Conditions Memo (Attachment 1) for more information.
4. **Community Outreach:** To create awareness and excitement about the Project and receive meaningful community feedback, the Project team prepared a Community Engagement Strategy, facilitated two pop-up events, presented at the Council Ad-Hoc Main Street Revitalization Subcommittee, held stakeholder interviews, hosted two community workshops, conducted study sessions with the Planning Commission and City Council, and hosted two meetings with the Technical Advisory Committee. Please refer to the Council agenda report from April 25, 2023 (Attachment 2) for more information regarding the community outreach and feedback received.
5. **Visioning, Scenario Planning, and Plan Strategies and Alternatives:** Based on the robust existing conditions analysis and feedback received from the community, Council, and TAC, the Project team prepared a vision memo with the Plan strategies and alternatives related to land use, mobility, and open space. The consultant also conducted a feasibility analysis for three development scenarios to test different development frameworks to ensure that Plan recommendations will be practical and implementable. Please refer to the Vision Memo (Attachment 3) for more information.
6. **Draft Plan:** The consultant prepared an Administrative Draft Plan for internal review. The Administrative Draft Plan incorporates goals, policies, findings, and strategies from earlier phases of the Project and includes chapters addressing Plan vision and goals, land use and zoning, objective design standards, mobility, and the public realm. Staff, including members of the TAC, reviewed the Administrative Draft Plan and provided detailed feedback to ensure the Administrative Draft Plan addresses City Council priorities and community needs.
7. **Environmental Analysis:** The consultant initiated the environmental review process pursuant to the California Environmental Quality Act. The Project requires a Subsequent Environmental Impact Report (EIR), which builds off the General Plan EIR as the Project is an implementation of the General Plan. The Project team prepared a Notice of Preparation and held a public scoping meeting to share the anticipated environmental impacts of the Project and receive preliminary feedback regarding the environmental analysis. The consultant also prepared the Administrative Draft Subsequent EIR, which staff is currently reviewing.

ANALYSIS:

Following staff feedback on the Administrative Draft Plan, the consultant is preparing a Public Draft Plan, which will be released for public review upon completion, to solicit community feedback on the Draft Plan prior to Plan adoption. While the Public Draft Plan is not yet available, a summary of the Plan components and next steps are outlined below.

Vision and Goals

The Plan area is envisioned as a group of neighborhoods that together create a complete community and center for Milpitas. New infill housing and mixed-use development will be paired with complete streets, new urban open spaces, and placemaking to distinguish the Plan area as a walkable and bike-friendly urban community. The guiding principles are organized around four themes: (1) vision and placemaking, (2) land use and development, (3) transportation and access, and (4) open space and community amenities.

The Plan is organized around four focus areas: 1) Main Street District, 2) Crossroads District, 3) Gateway District, and 4) Abbott District. The Plan also identifies the following eight (8) “big moves” to implement the Plan vision:

1. Redesign Main Street as a “shared street” with active, pedestrian-friendly spaces and outdoor dining;
2. Redevelop Serra Center and the Crossroads as a new center for the community;

3. Prioritize commercial activity and active building frontages;
4. Enhance Calaveras Boulevard and Abel Street as multimodal complete street corridors;
5. Create a connected network of new streets, paseos, alleys, and bike and pedestrian linkages to improve access and walkability;
6. Develop a connected open space network with new urban parks and plazas;
7. Integrate streetscape, branding, and public art at gateways, along streets, and in public spaces; and
8. Support district solutions including shared parking and coordinated infrastructure improvements.

Land Use and Zoning

The Plan establishes new mixed-use zoning districts aimed at supporting a mix of residential, retail, entertainment, office, civic, and recreational uses at a variety of scales. The land use strategy emphasizes flexibility and streamlined permitting to incentivize mixed-use redevelopment, especially on identified opportunity sites throughout the Plan area. The Plan increases the maximum floor area ratio (FAR) for nonresidential land uses to encourage commercial development. For residential uses, the Plan provides the following density ranges and heights to encourage redevelopment of underutilized sites into residential development at an appropriate scale in each district:

District	Min. Density (du/ac)	Max. Density (du/ac)	Max. Bldg. Height (ft.)	Max. No. of Stories
Main Street	20	65	65	5
Crossroads	40	85	85	7
Gateway	18	65	65	5
Abbott	N/A	N/A	65	N/A
Library	20	65	65	5

Within these density ranges and maximum heights, the expected residential products include townhomes, stacked condos, and apartments. The Plan will also utilize incentive-based zoning to offer various development incentives such as density bonuses and streamlined permitting in exchange for Project features that offer community benefits such as green building, small business retention, public parking, publicly accessible open space, affordable housing, and historic rehabilitation.

In recognition of the importance of local businesses within the Plan area, the Plan identifies retail priority areas and activity streets to require ground-floor retail and well-designed shopfronts along key streets and corners, and active building frontages and robust streetscape improvements along important pedestrian corridors. Lastly, the Plan establishes moderate parking ratios complemented by a holistic parking strategy to minimize negative parking impacts on existing residential neighborhoods in the area while removing constraints for new development.

Objective Design Standards

The Plan builds on the [Citywide Residential and Mixed-Use Objective Design Standards](#) by providing Plan-specific objective design standards that address the following topics: 1) site planning and design, 2) building design and architecture, and 3) pedestrian level design.

Public Improvements

The Plan includes strategies, policies, and specific improvements related to mobility, public realm, and infrastructure and public services to complement and support the development expected in the Plan area.

Mobility

The Mobility Chapter establishes multimodal corridors along Calaveras Boulevard, Serra Way, Main Street, and Abel Street, which are all envisioned as complete streets serving vehicles, transit, bicyclists, and pedestrians. Street cross sections and standards are provided to implement this vision. The chapter also establishes locations and standards for future streets and connections to connect existing roadways and support a more walkable neighborhood grid pattern, while providing policy direction for public transit and public parking.

Public Realm

The Public Realm Chapter establishes policies for new parks, open space, greenways, and plazas within the Plan area to create an interconnected network appropriate for an area with limited undeveloped land. The parks and open space strategy focuses on smaller pocket parks and urban spaces in strategic locations, rather than large parks and open spaces, to ensure existing and new developments are adequately served by recreational facilities. The chapter also covers important topics including creekside open space, underpasses and other infrastructure spaces, privately-owned public open spaces, gateways and wayfinding, public art and murals, and streetscape and landscaping.

Infrastructure and Public Services

The Infrastructure and Public Services Chapter outlines the infrastructure needed to support public services within the Plan area. It sets forth policies and improvement projects for enhancing and expanding public facilities. Topics include storm drainage, flooding, water supply and distribution, sewer, solid waste, energy and technology, fire protection and emergency response, police services, schools, libraries, and childcare.

Implementation

Lastly, the Plan includes an Administration and Implementation Chapter, which outlines a comprehensive list of implementation actions, assigns responsible leads, establishes time frames, and recommends funding options. The implementation strategy includes both public and private programs and actions to implement the Plan vision, goals, and policies.

Next Steps

The remaining next steps for the Project are outlined below.

1. **Public Draft Plan and EIR (late January 2025):** Based on staff and community input received, the consultant will refine and finalize the Public Draft Plan and Subsequent EIR for public review and circulation.
2. **Final Plan and EIR (May 2025):** Following the release of the Public Draft Plan and Subsequent EIR, the Project team will gather final input received during the public review process and prepare the Final Plan and Subsequent EIR.
3. **Adoption Hearings (June 2025):** The Project team will present the Final Plan and Subsequent EIR to the Planning Commission for recommendation and the City Council for adoption.

If the Plan is adopted, it will go into effect shortly thereafter and City staff will start reviewing development projects within the Plan area against the new land use and zoning requirements. Staff also initiated the Main St. Sense of Place Plan, which will identify specific public improvements along Main Street to implement the Gateway-Main St. Specific Plan, and establish a Plan-specific development impact fee to fund the identified improvements as sites develop on Main Street.

POLICY ALTERNATIVES:

This is an informational item for Council feedback and direction and is one of several sessions providing Council with the progress of the Gateway-Main Street Specific Plan update.

FISCAL IMPACT:

This is an informational item. As such, there is no fiscal impact.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This report represents ongoing work on the Milpitas Gateway-Main Street Specific Plan; it is anticipated that an Environmental Impact Report (EIR) will be prepared for consideration prior to Plan adoption.

RECOMMENDATION:

Receive progress report on the work completed on the Milpitas Gateway-Main Street Specific Plan.

ATTACHMENT(S):

- (a) Council Agenda Report, April 25, 2023
- (b) Existing Conditions Memo
- (c) Vision Memo



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive Progress Report on the Work Completed and Community Feedback from Ascent Environmental and Staff on the Milpitas Gateway-Main Street Specific Plan, Provide Direction on Land Use, Mobility, and Public Realm Strategies and Alternatives, and Receive a Presentation on Ongoing Main Street Revitalization Efforts (Staff Contact: Ned Thomas, Planning Director, 408-586-3273; Alex Andrade, Economic Development Director, 408-586-3046; and Jay Lee, Principal Planner, 408-586-3077)
Category:	Community Development
Meeting Date:	4/25/2023
	<u>Recommendation:</u> 1. Receive progress report on the work completed and summary of community feedback from Ascent Environmental and staff on the Milpitas Gateway-Main Street Specific Plan and provide direction on land use, mobility, and public realm strategies and alternatives. 2. Receive a presentation on ongoing Main Street revitalization efforts and provide direction on the Storefront Improvement Grant Program, Business Improvement District, and business attraction.

Background:

The Milpitas Midtown Specific Plan was originally adopted by City Council in 2002 to maximize land use, transportation, and economic opportunities along the City's historic Main Street and to energize and catalyze mixed-use, transit-oriented development in the Midtown area, also known as the "heart" of Milpitas. As part of the update process, the Midtown Specific Plan will be renamed the "Milpitas Gateway-Main Street Specific Plan" and will provide a new vision and strategic policy framework to guide redevelopment and reinvestment in three focus areas and transform this important gateway into an attractive and vibrant destination for the City and the region.

In preparation for the update process, City staff partnered with local nonprofit Catalyze SV to facilitate a series of three community conversations from June to April 2021 to discuss the revitalization of Main Street with Milpitas' stakeholders.

On September 21, 2021, City Council authorized the City Manager to execute a master funding agreement with the Metropolitan Transportation Commission to receive \$500,000 in grant funding through the Priority Development Area Planning Grant Program and a professional services agreement with Ascent Environmental for consultant services to prepare the Gateway/Main Street Specific Plan.

The work completed thus far is summarized below.

1. **Kick-Off Meeting and Site Tour:** The project team held a virtual kick-off meeting on October 26, 2021 to initiate the project and discuss the City's goals and objectives, team roles and responsibilities, project area context and efforts under way, and Plan and focus area boundaries.
2. **Material Review and Preliminary Mapping:** The consultant reviewed relevant existing and in-progress studies and created a series of maps that depict the local context.
3. **Existing Conditions Assessment:** The consultant assessed the physical context of the Plan area with a focus on identifying preliminary opportunities and constraints related to land use and development.

Completed deliverables include the Land Use, Zoning and Urban Form Analysis, Market Study, Transportation Analysis, Affordable Housing and Community Benefits Memorandum, and Resilience and Climate Adaptation Assessment.

4. **Community Engagement Strategy:** The project team prepared a Community Engagement Strategy, which identifies roles and responsibilities, timelines for outreach activities, and a detailed, comprehensive communication strategy for creating awareness and excitement about the project.
5. **Pop-Up Event:** City staff and the consultant attended the City-sponsored Holiday Magic event on Main Street on December 17 and 18, 2021. The team spoke with approximately 25 people and received generally positive feedback related to the project. Feedback included excitement about Main Street being a “real downtown”, need for improvements to make Main Street attractive, desire for retail shops and restaurants, and support for housing, especially affordable housing, along Main Street.
6. **Council Ad-Hoc Main Street Revitalization Subcommittee:** City staff presented the key findings of the Land Use, Zoning and Urban Form Analysis to the Council Ad-Hoc Main Street Revitalization Subcommittee at its meeting on April 12, 2022. Staff received feedback to thoughtfully incorporate new housing along Main Street while maintaining and strengthening the neighborhood commercial character and find solutions to provide better parking opportunities throughout the corridor.
7. **Stakeholder Interviews:** The project team hosted six stakeholder interviews with local business owners, property owners, and developers to allow participants to discuss issues and opportunities in a smaller context. Key takeaways included support for analyzing the economic feasibility of development in establishing maximum densities and heights, positive feedback regarding City permitting processes, need for outdoor dining and site activation, and flexibility in building design, parking, and open space requirements to ensure feasibility.
8. **Community Workshops and Surveys:** The project team hosted two community workshops on June 29, 2022 and February 13, 2023 and opened an online survey following each event to solicit additional feedback from those who were unable to attend these workshops. The team provided findings from the existing conditions analysis and the preliminary Plan strategies and alternatives. Participants were able to provide feedback through live polls during the presentation and small breakout group discussions. Feedback included: (1) vision for a walkable and mixed-use development at different scales and with affordable housing; (2) support for outdoor dining and public art; (3) need for public gathering spaces, additional parking opportunities, and streetscape amenities; and (4) desire for dining, recreation, and shopping options. Refer to the community workshop summaries (Attachments 1 and 2) for more information.
9. **Technical Advisory Committee (TAC):** The project team hosted two meetings with the TAC to introduce the project, hear staff’s initial concerns and needs regarding specific Plan topics, and receive feedback on the Plan strategies and alternatives.
10. **Visioning, Scenario Planning, and Plan Strategies and Alternatives:** Based on the robust existing conditions analysis and feedback received from the community, Council, and TAC, the project team prepared a vision memo with the Plan strategies and alternatives related to land use, mobility, and open space. The consultant also conducted feasibility analysis for three development scenarios to test different development frameworks to ensure that Plan recommendations will be practical and implementable.

While the Gateway-Main Street Specific Plan will provide the policy framework and long-term strategies to transform the Plan area into a vibrant destination and gateway to the City over time, the City has also initiated the following Main Street revitalization efforts to facilitate important near-term changes to the area.

1. *Storefront Improvement Grant Program:* The Office of Economic Development (OED) launched the Pilot Storefront Improvement Grant Program in Spring 2020 with \$50,000 from the Community Benefit Fund. The purpose of the program is to improve the appearance of commercial storefronts to encourage economic vitality and attract residents, visitors, and new businesses to Main Street. While staff received interest from various business and property owners, the property owner of 167 and 187 South Main Street, where the former Red Chillies and The Best Sandwiches reside, applied in August 2021. The proposal consists of designing and building a shared outdoor dining area between the two restaurants to create a festive and safe destination to dine outdoors. Challenges initially experienced due to parking, accessibility, and bathroom capacity have been addressed and the project is moving forward. Staff and the applicant are currently executing a Professional Services Agreement for \$20,000

in grant funding and design services. The American Rescue Plan Act (ARPA) funded Storefront Grant Improvement Program is also moving forward. In late 2022, staff issued a Request for Proposals (RFP) for design services related to the ARPA funded Storefront Improvement Grant Program and selected Aetypic through the public bid process. Applicants who own the following properties have expressed interest in applying for grants: 93 N. Main Street, 66 S. Main Street, 166 S. Main Street, 174-176 S. Main Street, 414 S. Main Street, and 418-454 S. Main Street.

2. *Business Improvement District (BID)*: BIDs are designed to provide services and programs to business and property owners for the purpose of economic development. In early winter 2022, staff issued an RFP for a consultant to conduct a BID feasibility analysis and selected Civitas Advisors through the public bid process. A kickoff meeting with the consultant team is scheduled for early May. The kickoff meeting will include planning for Phase I of the project, which consists of stakeholder outreach, focus groups, study area establishment, and feasibility assessment and report.
3. *Business Attraction*: OED recently participated in the International Council of Shopping Centers (ICSC) Monterey Conference as a thought leader and panel organizer with retail and commercial brokers and developers. As it pertains to Main Street, staff is currently discussing retail opportunities with Philz Coffee and Nirvana Soul Coffee.

During this study session with Council, the project team will review the work completed and community feedback received on the Gateway-Main Street Specific Plan, provide the Plan strategies and alternatives, and facilitate discussion for Council direction on land use, transportation, and open space. The input from this study session will allow staff and the consultant to refine the Plan concepts and start drafting the Gateway-Main Street Specific Plan. Staff will provide an update and receive feedback on the ongoing Main Street revitalization efforts in a separate presentation and discussion following this agenda item.

Analysis:

A brief overview of the additional existing conditions analysis completed, and the Plan strategies and alternatives is provided below.

Additional Existing Conditions Analysis

Following completion of the Land Use, Zoning and Urban Form Analysis, Market Study, and Transportation Analysis, the consultant prepared an Affordable Housing and Community Benefits Memorandum and a Resilience and Climate Adaptation Assessment.

Affordable Housing and Community Benefits Memorandum

The Affordable Housing and Community Benefits Memorandum provides a framework for the Plan that can be implemented in conjunction with the City's 2023-2031 Housing Element Update to facilitate affordable housing development and help the City meet its Regional Housing Needs Allocation (RHNA) obligations. The key findings are below.

1. While the Plan area is considered a "high resource" area, which makes affordable housing projects more competitive for tax credits, the slow rate of household growth over the past decade reflects constraints that need to be proactively addressed to support affordable housing development.
2. Several major constraints to affordable housing development existing in the Plan area, including small parcel sizes and lack of funding for 100 percent affordable housing. Specific programs to address these constraints include a strategic property acquisition program, planning and zoning incentives, Plan-specific, and an enhanced infrastructure financing district (EIFD).
3. A community benefits program to incentivize and support affordable housing should prioritize public improvements including community gathering spaces, pedestrian and bicycle infrastructure, and streetscape improvements.
4. A community benefits program should also prioritize commercial corridor revitalization through district branding, small business assistance grants and loans, and special events.

Resilience and Climate Adaptation Assessment

The Resilience and Climate Adaptation Assessment provides an analysis of climate-change-related vulnerabilities of the Plan area to inform future development. Several climate projection tools were used to analyze the potential impacts of climate change on the Plan area through the end of the century. The Plan area

is not expected to be susceptible to flooding from sea level rise in the foreseeable future. The Plan area is also not directly exposed to wildfire hazards and is generally in the moderate percentiles for pollution burden (i.e., environmental health hazards) on the community.

Plan Vision, Strategies, and Alternatives

Upon completion of the existing conditions analysis and in consideration of the community feedback received, the project team developed the Plan vision and alternatives and strategies, which are organized into the three focus areas: (1) Gateway and Crossroads, (2) Main Street, and (3) Abbott District.

Plan Vision

The Plan area is envisioned as a group of neighborhoods that together create a complete community and center for Milpitas. New infill housing and mixed-use development will be paired with complete streets, new urban open spaces, and placemaking to distinguish the Plan area as a walkable and bike-friendly urban community. The guiding principles are organized around four themes: (1) vision and placemaking, (2) land use and development, (3) transportation and access, and (4) open space and community amenities. Refer to the Vision Memo (Attachment 3) for more information.

Gateway and Crossroads

The Gateway and Crossroads will serve as a regional destination and gateway to Milpitas with higher-intensity mixed use and residential development, a community anchor at Serra Way, and active gathering spaces. Key strategies to implement this vision include:

1. Establishing a higher intensity and scale for the Gateway (e.g., 4-5 stories) and Crossroads (e.g., 5-6 stories) areas;
2. Reimagining Serra Way and S. Abbott Ave. into complete, multimodal streets; and
3. Incorporating gateway signage and branding, streetscape improvements, pedestrian and bicycle improvements, and parking opportunities.

Main Street

Main Street will continue to evolve into a walkable and thriving destination, supported by civic and cultural anchors, infill residential development as a moderate scale, and neighborhood retail nodes with a focus on retail and outdoor dining. Key strategies to implement this vision include:

1. Establishing a moderate intensity and scale along Main St. (4-5 stories);
2. Reimagining Main St. as a shared street and Abel Street as a complete, multimodal street; and
3. Incorporating streetscape improvements and urban parks, plazas, and paseos.

Abbott District

The Abbott District will provide a mix of commercial uses including retail, office, and creative industrial development with new connections and open spaces. Key strategies to implement this vision include:

1. Prohibiting residential development and establishing a 50-foot maximum height throughout the district;
2. Establishing new street connections from Abbott Ave. to Thompson Ct. and Abel St. to Abbott Ave.; and
3. Extending the Hetch Hetchy greenway and establishing campus-style parks and plazas.

Next Steps

Following the Council direction on the Plan strategies and alternatives, the consultant will prepare an internal Administrative Draft Plan for staff review and initiate the environmental review process per the California Environmental Quality Act (CEQA).

The project team will also continue engaging the public while drafting the Plan to ensure the community vision informs the development of the Plan. Outreach efforts will include the following tasks in the upcoming months.

1. **Pop-Up Event:** Host another pop-up event within the Plan area to provide the community a convenient opportunity to review and comment on Plan drafts.

2. **Community Open House:** Host an interactive community open house to share the latest draft of the Plan and gather final input during the public review process. This is anticipated as an open meeting where participants can drop in throughout a designated time to ask questions and share input about difference aspects of the Plan.
3. **Public Draft Plan:** Based on community input received, the consultant will refine the Administrative Draft Plan and prepare a Public Draft Plan for public review and circulation.

The project team will also host additional study sessions with the Council throughout the Plan drafting process to share Plan drafts and receive direction on various aspects of the Plan.

Finally, based on input received from the public, City staff, and Council, the consultant will prepare the Final Plan and return to Council for adoption of the Plan and associated Environmental Impact Report (EIR).

Policy Alternatives:

This is an informational item for Council feedback and direction and is one of several sessions for providing Council with the progress of the update of the Gateway-Main Street Specific Plan.

Fiscal Impact:

This is an informational item. As such, there is no fiscal impact.

California Environmental Quality Act:

This report represents ongoing work on the Milpitas Gateway-Main Street Specific Plan; it is anticipated that an Environmental Impact Report (EIR) will be prepared for consideration prior to Plan adoption.

Recommendation:

1. Receive progress report on the work completed and summary of community feedback from Ascent Environmental and staff on the Milpitas Gateway-Main Street Specific Plan and provide direction on land use, mobility, and public realm strategies and alternatives.
2. Receive a presentation on ongoing Main Street revitalization efforts and provide direction on the Storefront Improvement Grant Program, Business Improvement District, and business attraction.

Attachment:

1. Community Workshop #1 Summary
2. Community Workshop #2 Summary
3. Vision Memo



MEMORANDUM

Planning Department

City of Milpitas

408.586.3000
455 E. Calaveras Blvd.
Milpitas, CA 95035

www.ci.milpitas.ca.gov

DATE: May 17, 2022

TO: Mayor Rich Tran and City Council

THROUGH: Steve McHarris, City Manager

FROM: Jay Lee, Principal Planner

SUBJECT: Milpitas Gateway-Main Street Specific Plan Existing Conditions Report

This informational memorandum highlights the key findings from three reports completed by the consultant team as part of the Existing Conditions Assessment: (1) Land Use, Zoning and Urban Form Analysis, (2) Market Study, and (3) Transportation Analysis.

Land Use, Zoning and Urban Form Analysis

The Specific Plan Update proposes a new Plan boundary to better reflect the current Plan area context and align with the ongoing Milpitas Metro Specific Plan Update. The area south of Great Mall Parkway, which includes several sites that have recently redeveloped and/or will be included in the Metro Plan area, has been removed from the Plan area to allow for greater focus on redeveloping and planning for the new focus areas along Main Street, Calaveras Boulevard, and Abbott Avenue. Two residential neighborhoods have been included in the Plan boundary to establish a more coherent Plan area and one nonresidential area has been included to maximize opportunities for redevelopment. See Figure 1 for the proposed Plan boundary adjustments.

Land Use and Development Regulations

The key findings related to land use and development regulations are below:

1. *Density and Intensity:* The currently allowed densities in the Plan area are not always aligned with the densities envisioned in the new General Plan and are obstacles to redevelopment. Opportunities to carefully increase densities while protecting existing neighborhoods should be evaluated to support infill development and corridor activation.
2. *Intensity and Height:* Three-story height limits are a major development constraint along Main Street. Building height standards should be aligned with allowed densities to allow for redevelopment.
3. *Front Setbacks and Street Activation:* The existing building setback pattern along Main Street is inconsistent. Setback and design treatment standards should be place-based to create special places throughout the Plan area and activate street frontages along Main Street.



Legend:

- Lakes/Ponds/Wetlands
- Streams/Creeks
- Parks
- Freeways
- Ramps
- Light Rail
- BART Station
- Light Rail Stop
- Adopted Midtown Specific Plan Project Area
- Gateway-Main Street Specific Plan Boundary
- Metro Specific Plan Project Area

Urban Form Analysis

The key findings related to urban form are below:

1. *Existing “On-the-Ground” Land Uses:* The Plan area includes an eclectic mix of uses with considerable opportunities for new redevelopment.
2. *Block Pattern:* Existing blocks along Main Street are long and currently unconducive to walking. North Main Street is the exception with recent improvements that include wide sidewalks, narrower streets, and improved pedestrian crossings.
3. *Building Age and Historic Resources:* The majority of structures were constructed between 1970 and 2000. Pre-1941 development, and some concentration of mid-century buildings, are present at the crossroads of Main Street and Serra Way, along Main Street north of Tom Evatt Park, and in shopping centers along Abbott Avenue and Serra Center. Although many historic assets have been lost or changed over time, they may be commemorated with markers as part of the streetscape and signage approach.
4. *Social, Cultural, and Community Anchors:* The Plan area is home to a mix of religious, cultural, educational, and other public uses that converge within the Main Street corridor.
5. *Parks, Open Space and Trails:* Public parks, open space, and trails contribute to the public realm character of the community and have opportunities to be improved as new development occurs.
6. *Property Ownership:* Land ownership in the Plan area is extremely fragmented with numerous landowners owning small, highly constrained parcels. Large land holdings and publicly owned parcels with vacant buildings or land should be leveraged as catalyst sites.
7. *Recent and Approved Projects:* There are a limited number of projects in the current pipeline, including one mixed-use development project, a new veterinary clinic, and an approved housing development project.
8. *Existing and Planned Access:* The public street network in the Plan area is limited due to large sites, as well as edges such as I-880 and multiple rail corridors. The existing bicycle network is limited through the Plan area, with extensive improvements identified in the Draft Milpitas Pedestrian/Bicycle and Trails Plan. The Plan area is well-served by VTA local bus service.

Opportunities and Constraints

For the purpose of establishing priorities for redevelopment and improvements, the Plan area has been organized into three areas:

1. *Focus Areas*, which represent the major opportunity areas to direct new infill and growth;
2. *Neighborhoods*, which are to be considered preservation areas but can benefit from area improvements and support local shops, businesses, and activities; and
3. *Future Study Areas*, which are potential future opportunity sites subject to further study if and when these facilities are no longer needed for their current purpose.

Three focus areas are proposed to establish priority areas for redevelopment and provide a more focused strategy given the large Plan area: (1) Main Street, (2) Calaveras Gateway, and (3) I-880/Abbott Avenue.

Figure 2: Focus Areas, Neighborhoods and Future Study Areas



The Main Street focus area presents opportunities for a retail center on the northern end of the corridor and mixed-use redevelopment on vacant or underutilized sites further south. Main Street is envisioned as a walkable, social, and cultural center for Milpitas.

Figure 3: Main Street Focus Area



The Calaveras Gateway focus area presents a significant redevelopment opportunity at the Serra Center to reimagine an aging shopping center at a highly visible entry location. This focus area is envisioned as a major gateway to Milpitas and destination for both residents and visitors alike.

Figure 4: Calaveras Gateway Focus Area



The I-880/Abbott Avenue focus area, which is home to an office/commercial center north of Calaveras Boulevard and a business center south of Calaveras Boulevard, presents an opportunity to establish a more cohesive and attractive employment center with improved connections with the surrounding Plan area.

Figure 5: I-880/Abbott Avenue Focus Area



The key opportunities and constraints in the Plan area are below:

1. Main Street has a long history that should be more publicly displayed through in-ground inlays at historic crossroads and interpretive signage/plaques identifying key resources.
2. A large number of historic, cultural, and educational facilities are located throughout the Plan area, making Main Street an existing destination for the community to gather.
3. There is a need for public gathering spaces to bring the community together for events at Main Street on a more regular basis.
4. Focus areas include opportunity sites with vacant land and underutilized parcels, which can serve as development catalysts for new mixed-use development.
5. Block sizes along Main Street are very long and auto oriented. Cross-block connections are needed to reduce block sizes and facilitate walkability.
6. There is an opportunity for urban parks, plazas, small open spaces, and multi-use trail connections (i.e., Tom Evatt Park and Lower Penitencia Creek Trail) to activate streets.
7. Access and connectivity throughout the Plan Area are challenged by connectivity barriers and curb cuts along main Street.
8. Streetscape improvements are inconsistent along the length of the corridor and lack branding to support a distinguishable identity for the Plan area.

Market Study

The Market Study evaluates the market support for new development in the Plan area based on current and future anticipated market conditions, identifies opportunities and constraints to achieving the desired mix of uses, and recommends strategies to leverage these opportunities and address these constraints. The key findings are below.

Location, Urban Form, and Focus Area Opportunities

The irregular and fragmented parcels and ownerships along Main Street present a challenge for aggregating parcels to accommodate large, investment-grade development projects. Instead, small-scale development should be planned and encouraged.

Demographics and Economy

1. Milpitas has a large base of highly educated and affluent consumers that would be attractive to new retailers in the Plan area.
2. These consumers are a prime target for new forms of specialty and experiential retail (i.e., places that offer a unique “sense of place” and consumers seek out to spend their discretionary time and dollars).
3. Milpitas’ rich racial and ethnic diversity supports specialty food retail, including ethnic markets and eating/drinking establishments.
4. The increase in Class A rental multifamily residential developments suggests additional demand for eating, drinking, and entertainment establishments.

Real Estate Market Trends

Residential

1. Recent construction activity, net absorption, and rent trends demonstrate continued strong demand for rental housing.
2. Smaller parcels along Main Street south of Serra Way and north of Curtis Avenue would be appropriate places for new lower density housing.
3. Recent residential projects in the Plan area have mainly consisted of multifamily apartment projects on large sites with densities ranging from 60 to 120 units per acre. Maximum building heights need to be 5 to 7 stories to accommodate this density. Larger parcels (or aggregations of smaller parcels) in the Calaveras Gateway and I-880/Abbott Avenue focus areas would be the most appropriate locations for new, high-density residential development.

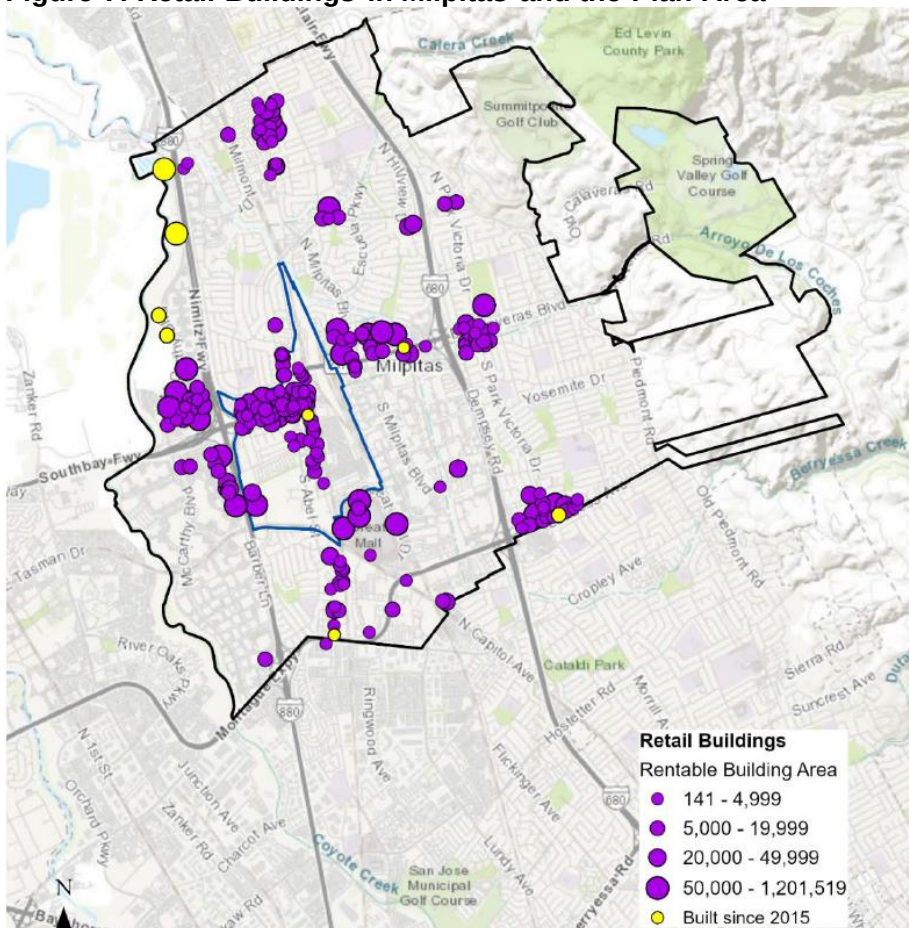
Retail

1. Due to narrow parcels and traffic volumes, new retail on Main Street should offer a walkable multi-block retail node instead of a long strip of ground floor retail.
2. The best location for new retail would comprise the eastern portion of the Calaveras Gateway focus area and the northern portion of the Main Street focus area (north of Junipero Drive) with Serra way as the focal point. This area is walkable, contains parcels large enough for medium-to-large scale redevelopment, and easy access to Calaveras Boulevard and Main Street. This area would also be supported by a large residential population that lives nearby.

Figure 6: Potential Retail Node



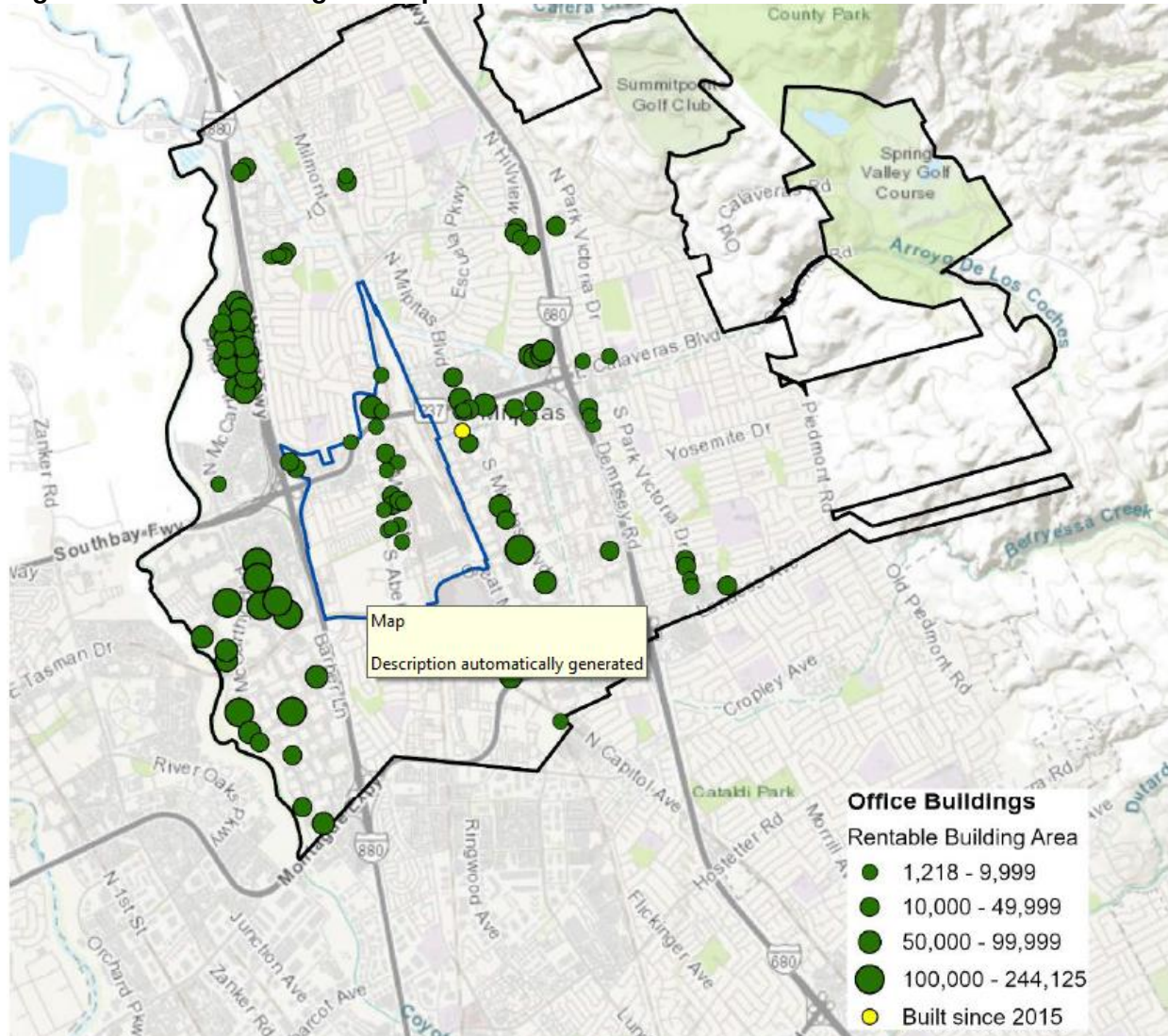
Figure 7: Retail Buildings in Milpitas and the Plan Area



Office

1. Much of the Plan area is more than a half-mile from the VTA's Alder Light Rail Station and Milpitas BART Station, making the Plan area less attractive for new Class A office development.
2. However, portions of the I-880/Abbott Avenue and Calaveras Gateway focus areas with frontage along Calaveras Boulevard and I-880 have high visibility and would make these sites attractive to Class A office development.
3. In other areas, small-scale Class B office in a residential mixed-use project may be feasible by targeting tenants serving the local residents and businesses.

Figure 8: Office Buildings in Milpitas and the Plan Area



Transportation Analysis

The Transportation Analysis describes the transportation conditions in the Plan area and identifies potential issues and opportunities that can be addressed in the Plan.

Roadway Network

The roadway system in the Plan area consists of federal highways, state highways, county expressways, arterial roadways, collector roadways, and local roadways. Planned roadway improvements include the Calaveras Boulevard Widening Project (CIP #4258) and Montague Expressway Widening Project (CIP #4179).

Bicycle and Pedestrian Circulation

The City recently published the Draft Milpitas Pedestrian/Bicycle and Trails Plan, which includes a comprehensive evaluation of the City's existing pedestrian and bicycle infrastructure and proposes improvements based on a needs evaluation, prioritization, and feasibility assessment.

Streets with missing sidewalks or sidewalks on only one side include:

1. Carlo Street (no south side sidewalk),
2. Serra Street (sidewalk gaps on south side), and
3. Calaveras Boulevard (no south side sidewalk between Carlo Street and Milpitas Boulevard).

The Draft Master Plan proposes bicycle improvements along Main Street, Abel Avenue, Calaveras Boulevard, and Great Mall Parkway.

Transit Service

The Plan area is served by several transit services including VTA, AC Transit, ACE, and BART.

Parking and Curbside Uses

In addition to residential neighborhood roadways where on-street parking is generally allowed, roadways in the Plan area that generally provide on-street parking include:

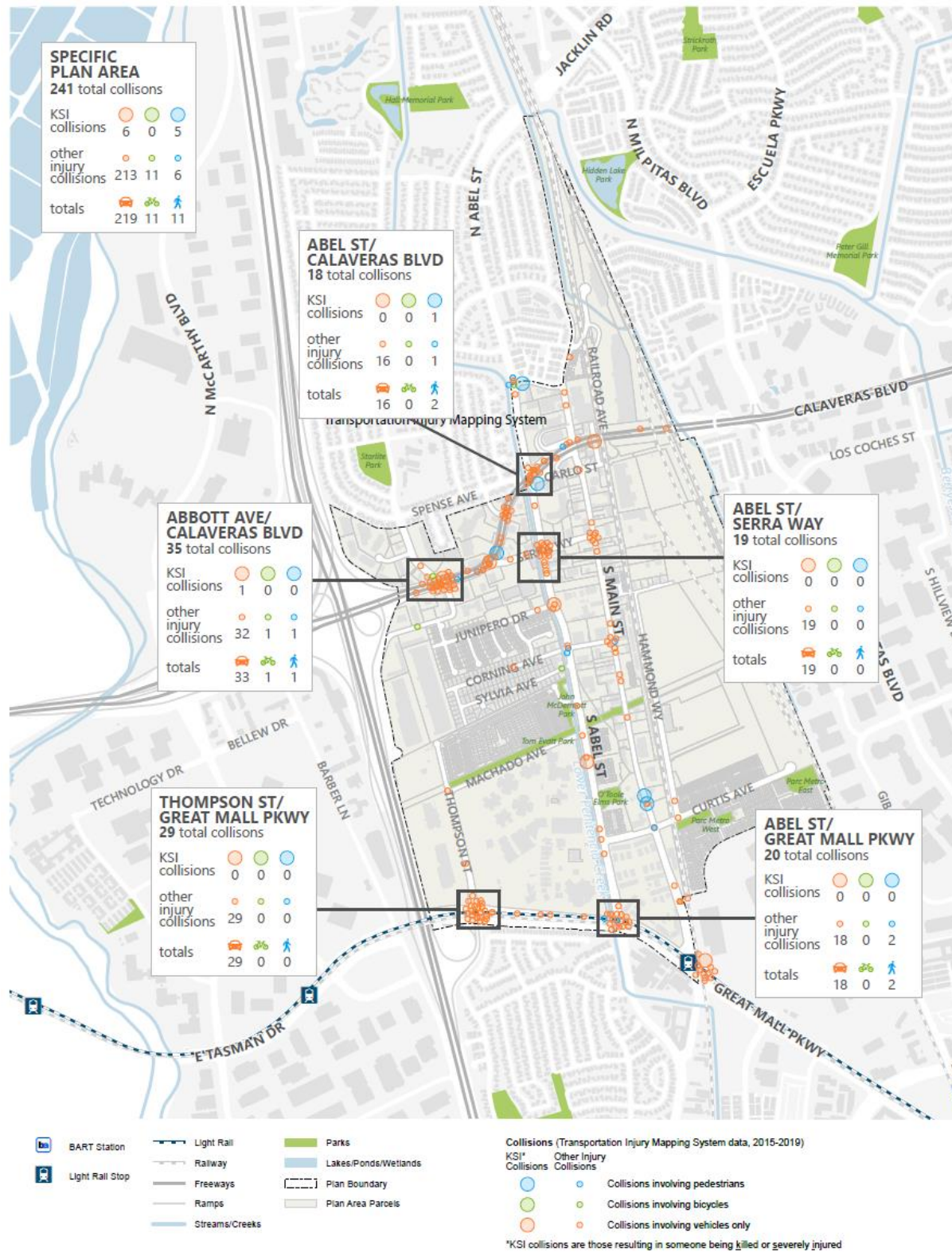
1. South Main Street (alternate sides between Serra Way and Great Mall Parkway and limited north of Serra Way),
2. Weller Lane (south side only),
3. Corning Avenue between South Abel Street and South Main Street (both sides),
4. Curtis Avenue (except on north side between South Abel Street and South Main Street), and
5. Thompson Street (both sides).

Many sites provide off-street surface parking lots. Structured parking is provided for the Valley Health Center and Milpitas Library on North Main Street north of Serra Way.

Collision History

From 2015 to 2019, there were 241 collisions in the Plan area. 73% of all collisions occurred at an intersection. The intersections with the most collisions were Abbott Avenue at Calaveras Boulevard and Thompson Street at Great Mall parkway. The most common causes for collisions were unsafe speeds and violation of traffic signals and signs. See Figure 9 for the collision data from 2015 to 2019.

Figure 9: Collision Data from 2015 to 2019



Issues and Opportunities

Key transportation challenges in the Plan area include:

1. Connectivity barriers due to cul-de-sacs, railroads, and grade separations;
2. Long blocks and frequent curb cuts along Main Street Proximity to VTA light-rail and BART just south of the Plan area; and
3. Distribution of parking across multiple small lots along Main Street.

Key transportation characteristics which promote multimodal transportation options include:

1. Bus service through the Plan area;
2. Existing and planned bicycle lanes and multi-use trails on Main Street, Abel Street, Calaveras Boulevard, and Great Mall Parkway; and
3. Pedestrian-scale on Main Street that can serve all modes of travel in a balanced way.

Key transportation opportunities include:

1. Extension/connection of Abbott Avenue to Thompson Court;
2. Additional connections between Main Street and Abel Street;
3. High-quality pedestrian and bicycle connections between Main Street and Calaveras Boulevard;
4. Strategies to implement the Pedestrian/Bicycle and Trails Master Plan; and
5. Wayfinding measures and micro-mobility services.

Vision Memo

Overview

This Vision Memo summarizes the Emerging Vision and Guiding Principles, as well as Key Strategies, and Concept Alternatives being evaluated in order to arrive at a preferred plan. It is the culmination of Task 3.1 Initial Visioning and findings from sub-tasks within Tasks 3.2 Scenario Planning and Task 3.3 Strategies. This memo reflects engagement with the City and team in a Brainstorming Session, collaboration with the City and subconsultant team on preliminary concepts, and input from a series of engagement sessions, including TAC Meeting #1, Community Workshop #1, City Council Study Session #1, Planning Commission Study Session #1, and Stakeholder Interviews.

1. Emerging Vision and Guiding Principles

The Gateway–Main Street Specific Plan area is envisioned as a group of Midtown neighborhoods that together create a complete community, and a center for Milpitas. Main Street and the Civic Center will continue to evolve into a walkable and thriving destination, supported by civic and cultural anchors, infill residential, and neighborhood retail nodes. The Crossroads will serve as a regional destination, and a Gateway to Milpitas and the Abbott District. New infill housing and mixed-use will be paired with complete streets and trail improvements, new urban open spaces, plazas, and placemaking to distinguish Midtown as a walkable and bike-friendly urban community.

The following Emerging Guiding Principles have arisen through the planning process, which the city team supported.

- a. Land Use & Development.
 - Bring walkable, pedestrian-friendly retail, grocery stores, restaurants/ outdoor dining, and places “to be”.
 - Housing, Housing, Housing. Integrate a mix of housing types, scales, and affordability, including mixed-use, housing for families, smaller units, live-work, senior housing, and affordable housing.
 - Add housing throughout Midtown, with emphasis along Main Street and at the Crossroads.
 - Distinguish the entry to Midtown and Milpitas at the Calaveras Gateway, and along Serra Way.
- b. Transportation and Access.
 - Re-design Calaveras, Main Street, and Serra Way, to improve circulation and facilitate walkability and bike access.
 - Extend streets to create a grid of smaller, connected blocks and eliminate barriers.
 - Create a network of bicycle and pedestrian linkages to connect to transit, amenities/open spaces, and greater Milpitas.
 - Integrate multi-modal improvements and safety upgrades throughout Midtown, including crosswalks, enhanced sidewalks and streetscape, pedestrian lighting, and other amenities.
- c. Open Space, Public Realm, and Amenities
 - Create smaller, active urban parks, gathering spaces, and special places for people to meet and interact.
 - Integrate public art, entertainment, and active “programming” in public spaces that celebrate Milpitas’ diversity.

- Improve naturalized areas, open spaces and the Creek, with landscape improvements and pedestrian amenities.
- d. Vision and Placemaking
 - Make Midtown the heart of Milpitas and the center of the community.
 - Improve the character of Midtown with high quality development, landscaping, and streetscape.
 - Integrate signage and branding to distinguish Midtown as a special place and downtown for Milpitas.
 - Develop and distinguish special places to integrate an element of discovery and create identities for distinct neighborhoods.
 - Preserve and commemorate historic places through interpretative signage.

2. Key Strategies

The following strategies were identified for study based on the Brainstorming Session and feedback to date, and are being evaluated in the Framework Concepts, Mobility and Circulation Concepts.

1. Land Use and Development.

- Focus on opportunity sites; incentivize lot assembly; push the envelope on opportunity and rezone sites (including at Serra Center and Sobrato Center).
- Look at larger scale development, including mixed-use and residential at Calaveras, to maximize density at the Crossroads area. This can be 4-5 stories or more, considering that 5 over 2 development is optimum for many developers.
- Step down to meet adjacent low density residential. Adequate transitions to existing lower density neighborhoods will be important for all focus areas.
- Consider options for up to 5 stories of infill residential along Main Street, as well as opportunities to differentiate Main Street, north of Curtis vs south of Curtis.
- Emphasize Main Street and Gateway Focus Areas, but consider I-880 Focus Area as more high-level. Note that Sobrato Organization is interested in participating in redevelopment activities.

2. Transportation and Access.

Explore opportunities to extend the street grid throughout the project area, as well as improving key intersections, including the following priorities:

- Placemaking/entrance/gateway into site from Calaveras will be very important to “announce” Milpitas entrance, including intersection improvements, addition of street trees, signage, etc.
- Extend network of streets through Serra Center site.
- Improve network in area of Calaveras/Serra Way.
- Improve Abbott Ave & Calaveras Blvd intersection, and I-880 Focus Area network.
- Improve Serra Way/Calaveras intersection.
- Improve connection between Serra Way and Main Street.
- Improve Abel Street corridor as a multi-modal road, including using the creek as a feature.
- Provide landscaping and streetscape along the streets, as well as new signals, and additional pedestrian crossings to make the area more pedestrian-friendly and walkable.
- Additionally:
 - i. Avoid the area bounded by Calaveras, Serra, and Abel from turning into an "island".
 - ii. Abbott Ave could "T" into an intersection with a new road serving Serra Center, as opposed to a curved road.
 - iii. Is there an opportunity to integrate Carlo St which connects to Calaveras?

3. Open Space, Public Realm, and Amenities.

- Consider placemaking, small parks, and public realm improvements with all development projects.
- Consider street improvements, streetscape, and street trees, as well as components such as paseos and crosswalks as part of the part of an integrated public realm.

4. Other topics.

- Consider whether the Sobrato Center should be included in the Specific Plan project area, or removed and rezoned separately as part of the Housing Element Update process. Considering this property

owner's timeline and plans, it may be more appropriate to address redevelopment through a rezone and associated affordable housing bonus incentives.

- Address phasing and the evolution of the Plan area in the Specific Plan as well as engagement activities, and consider easy/simple steps to show how specific elements can be implemented in an incremental fashion.

3. Concepts and Scenario Alternatives

The following concepts and alternatives have been prepared for discussion and TAC feedback, based on study and engagement to-date.

1. Area-wide Framework Concepts

Future Land Use & Development + Neighborhood Identity

- To reinforce the idea of placemaking, districts and neighborhoods are recommended as an organizing element in scenario development, rather than focus areas. This area-wide framework diagram identifies potential neighborhood areas, and associated land use focus, density, and intensity.

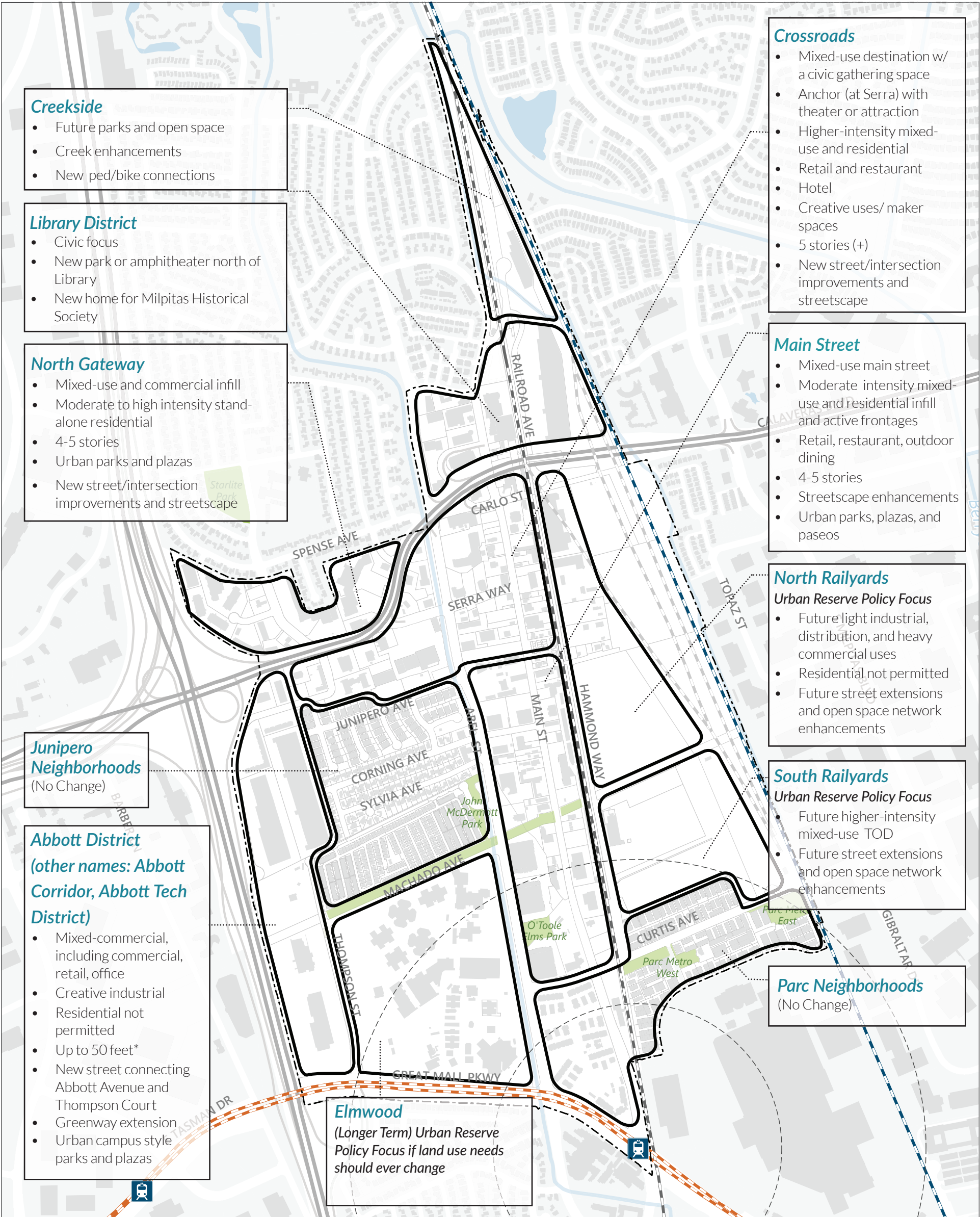
Potential Street Network: Extensions + Parks, Plazas, and Paseos

- This framework diagram identifies potential options for extending streets to create a cohesive and connected district. This diagram is intended to be used as a starting point for decision making in order to study the mobility network, evaluate future improvements, and create a basis for Specific Plan regulations. Additionally, future planning for areas east of Hammond Way, as well as any potential new at-grade crossings, should be considered at a high-level, as it offers the potential to solve some circulation challenges throughout the area.
- Potential public realm amenities are identified throughout the Plan Area, to ensure that all new development has access to urban open space amenities such as paseos, plazas, and parks. While exact locations for parks and open spaces cannot be required in the Plan Area, the framework can establish a strategy for the approximate location for a park or plaza, as well as the interval of paseo connections, and the associated design of those spaces.
- Existing and future parking structures are identified for consideration.

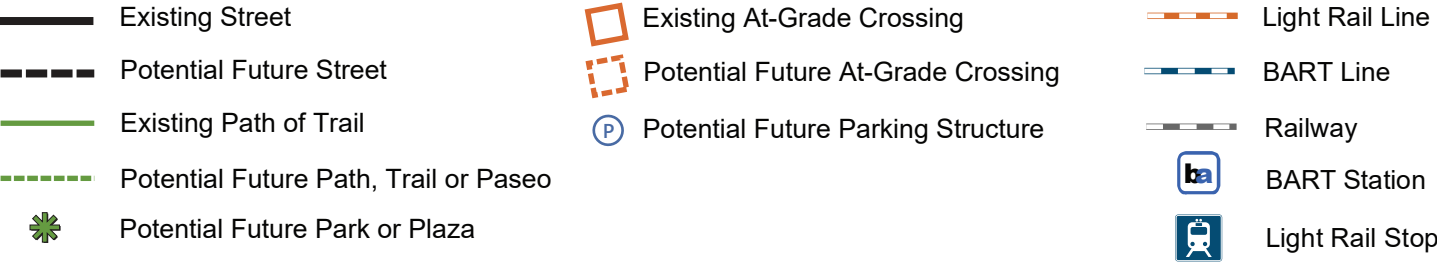
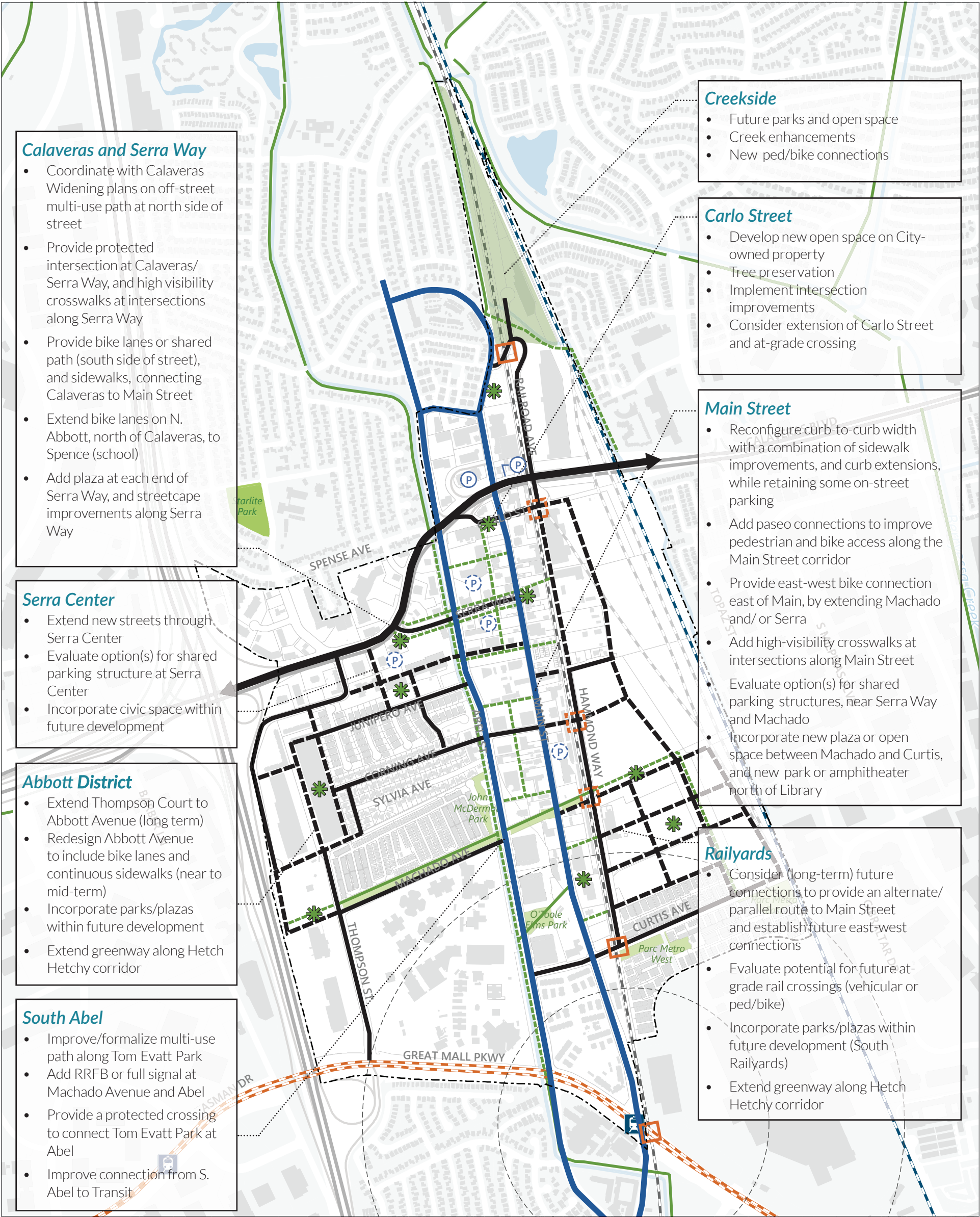
2. Mobility and Circulation Concepts

- The approach to Main Street, Abel Street, Serra Way, and the Serra Way/Calaveras Boulevard Intersection is central to the evolution of the Plan Area as a connected, walkable, vibrant district. The circulation alternatives study cross-section alternatives to implement a cohesive complete streets approach.

Future Land Use & Development + Neighborhood Identity



Potential Street Network + Parks, Plazas, and Paseos





CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Appointing Natalie Livezey as Part-Time Extra Help Senior Administrative Analyst (Staff Contact: Jason Schoonover, Fire Chief, 408-586-2811)
Category:	Leadership and Support Services
Meeting Date:	1/7/2025
Recommendation:	(1) Adopt a resolution appointing Natalie Livezey as part-time extra help Senior Administrative Analyst in accordance with California Government Code Sections 7522.56 and 21224; and (2) Approve and authorize the City Manager to execute an employment agreement with Natalie Livezey.

BACKGROUND:

The California Public Employees Reform Act of 2013 requires a 180-day “wait” period before a retiree can return to work for a public agency, subject to exceptions per Government Code Sections 7522.56 and 21224, which pertains to extra help retired annuitants hired to perform work of limited duration, such as elimination of a backlog, special project work, or to perform work exceeding regular staff work. Additionally, and in accordance with Public Employees’ Retirement Law (PERL), the extra help appointment and waiver of 180-day “wait” period is permissible if it is approved by the governing body of the employer in a public meeting and not on a consent calendar. Staff has worked with the City Attorney to ensure that additional requirements, such as ones that relate to compensation and hours worked, will be met.

ANALYSIS:

Prior to her retirement in October 2024, Natalie Livezey served as the Fire Department (Fire) Senior Administrative Analyst for several years and is uniquely positioned to assist with completing the FD onboarding process for her recently hired replacement. Additionally, Natalie has the historical knowledge to support Fire on many critical special projects not completed prior to her retirement from the City. These special projects include but are not limited to the California Office of Emergency Services (CalOES) wildland mutual-aid reimbursement program, Ambulance Program billing and expansion, contracts management, data analytics, budget knowledge transfer, Public Protection Classification (ISO) assessment, and mid/long range strategic planning. As such, and consistent with the requirements of Government Code Section 21224, staff recommends waiving the 180-day “wait” period to hire Ms. Livezey as a part-time extra help retired annuitant using her unique knowledge and experience to complete the Department’s key special projects and assist with completing the process of onboarding the new Senior Administrative Analyst. Included in the Council agenda packet is the required resolution to appoint a retiree pursuant to Government Code Sections 7522.56 and 21224 and the employment agreement.

POLICY ALTERNATIVE(S):

Alternative 1: Do not adopt the resolution appointing Natalie Livezey as part-time Extra Help Senior Administrative Analyst and do not approve and authorize the City Manager to execute an employment agreement with Ms. Livezey.

Pros: None

Cons: The City and its Fire Department will lose critical historical knowledge and experience required to successfully complete the process of onboarding the new Senior Administrative Analyst, and the probable postponement of key special projects initiated prior to Natalie Livezey’s retirement.

Reason for Not Recommending: As stated above, the City and its Fire Department will lose critical historical knowledge and experience required to successfully complete the process of onboarding the new Senior

Administrative Analyst, and the further delay of key special projects that were initiated prior to Natalie Livezey's retirement.

FISCAL IMPACT:

The compensation paid to retirees cannot be less than the minimum nor exceed the maximum hourly rate paid to other employees performing comparable duties and is limited to 960 hours per fiscal year. Accordingly, the hourly rate to be paid is \$55.50 or up to \$73.05 per fiscal year. Funding is available from the department budget to fund this part-time position.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

RECOMMENDATION:

- (1) Adopt a resolution appointing Natalie Livezey as part-time extra help Senior Administrative Analyst in accordance with California Government Code Sections 7522.56 and 21224.
- (2) Approve and authorize the City Manager to execute an employment agreement with Natalie Livezey.

ATTACHMENT(S):

- (a) Resolution
- (b) Employment Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS FOR EXCEPTION TO THE 180-DAY WAITING PERIOD IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTIONS 7522.56 AND 21224 AND APPROVING EMPLOYMENT AGREEMENT FOR NATALIE LIVEZEY

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the Milpitas City Council must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Natalie Livezey, CalPERS ID 6375928446, retired from the City of Milpitas in the position of Senior Administrative Analyst, effective 10/1/2024; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is March 29, 2025, without this certification resolution; and

WHEREAS, Section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Milpitas City Council, the City of Milpitas, and Natalie Livezey certify that Natalie Livezey has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Milpitas City Council hereby appoints Natalie Livezey as a Part Time extra help retired annuitant to perform the duties of the Senior Administrative Analyst for the City of Milpitas under Gov. Code section 21224 effective January 7, 2025; and

WHEREAS, the entire employment agreement, contract or appointment document between Natalie Livezey and the City of Milpitas has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$5,844.08 and the hourly equivalent is \$73.05, and the minimum base salary for this position is \$4,439.60 and the hourly equivalent is \$55.50; and

WHEREAS, the hourly rate paid to Natalie Livezey will be \$73.05; and

WHEREAS, Natalie Livezey has not and will not *receive* any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

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

1. The City Council hereby certifies the nature of the appointment of Natalie Livezey as described herein and detailed in the attached employment agreement and that this appointment is necessary to fill the critically needed position of, project management duties, and other related duties for the City of Milpitas by January 13, 2025, because the Milpitas City Council has determined the unique and specialized skills possessed by Natalie Livezey are necessary to complete the Fire Department's key Special projects and assist with completing the process of onboarding the new Senior Administrative Analyst.
2. The City Council hereby waives the 180-day waiting period pursuant to Government Code Sections 7522.56 and 21224.
3. The employment agreement with Natalie Livezey, a copy of which is incorporated herein as Exhibit A, is approved by the City Council, effective January 7, 2025.
4. The City Manager is authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the City Manager and City Attorney.

PASSED AND ADOPTED this _____, day of _____, 2025, 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

**EMPLOYMENT AGREEMENT FOR
NATALIE LIVEZEY, SENIOR ADMINISTRATIVE ANALYST**

This Employment Agreement (“Agreement”) is made by and between the City of Milpitas, a municipal corporation of the State of California (“City”) and Natalie Livezey, an individual (“Retiree”) as of January 13, 2025 (“Effective Date”).

RECITALS

- A. Retiree was previously employed by the City for several years, serving most recently as Senior Administrative Analyst until October 1, 2024; and
- B. Retiree retired from the City effective October 2, 2024 and began collecting a retirement pension from the California Public Employees’ Retirement System (CalPERS); and
- D. The City has a critical need to complete the Fire Department’s key Special projects and complete the onboarding of the new Senior Administrative Analyst; and
- E. Retiree has the necessary qualifications, experience, abilities and unique historical knowledge of the Fire Department to assist with project completion and training; and
- F. Retired Annuitant’s employment is authorized by Government Code section 21224, which permits the City to hire a CalPERS retired annuitant as extra help to perform work of limited duration, such as special project work; and
- G. City desires to retain the services of Retiree in accordance with California Government Code Section 21224 and Retiree agrees to provide certain services to City under the strict terms and conditions set out in this Agreement.

In consideration of this matter described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties of this Agreement agree as follows:

AGREEMENT

Section 1. Term of Services

The term of this Agreement is from January 13, 2025 through June 30, 2025, unless the City or Retiree elect to terminate this agreement on an earlier date by providing written notice to the other party.

Section 2. Scope of Services

Retiree agrees to perform special project duties including but not limited to Contracts Management, data analytics, budget knowledge transfer, Public Protection Classification (ISO)

assessment, and mid/long range strategic planning. Retiree will report directly to the Fire Chief. Retiree shall comply with all City rules, policies, guidelines, regulations, and laws.

Section 3. Compensation; Hours

City agrees to compensate Retiree at \$73.05 per hour for all services provided under this Agreement. Payments from City to Retiree shall be made during the normal payroll cycles of other City employees.

City has reviewed and compared the hourly rate set forth in this Section with other employees performing comparable duties and the hourly rate set forth in this Section does not exceed such other employee's compensation.

Retiree agrees and acknowledges that he shall not perform any services under this Agreement exceeding a total of nine hundred sixty (960) hours during any fiscal year (July 1 to June 30). Retiree shall record his hours on a pre-approved timesheet that shall be submitted to the City every week.

The position is a temporary, hourly assignment which is generally not expected to exceed 40 hours per week. The City, through the Fire Chief, will assign Retiree hours to work. Due to the nature of the position, it is understood that the work day and work week hours may vary.

There are no other benefits, incentives, compensation in lieu of benefits or other forms of compensation in addition to the hourly pay rate set forth in this Section.

Section 4. Location

The primary location for services will be at the following address:

777 South Main Steet, Milpitas, California 95035

Section 5. Compliance with Laws

This Agreement will be construed in accordance with and governed by the laws in the State of California. In the event that suit shall be brought by any of the parties, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California. Retiree shall comply with all applicable laws, rules, policies, and guidelines. Retiree agrees and acknowledges that the State of California and the governing body of the California Public Employees' Retirement System enact strict laws, regulations and guidelines relating to services provided by "retired annuitants" to public agencies contracting with the California Public Employees' Retirement System. Retiree agrees to comply with all applicable laws, regulations and guidelines relating to the services provided under this Agreement.

Section 6. Termination

This Agreement may be terminated by either party for convenience by providing written notice to the other party.

Section 7. Miscellaneous

- a. Retiree has read each and every part of this Agreement and Retiree freely and voluntarily has entered into this Agreement. This Agreement is a negotiated document and shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.
- b. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- c. This Agreement, including the exhibits, represents the entire and integrated agreement between City and Retiree and supersedes all prior negotiations, representations, or agreements, either written or oral.

In witness where of the parties have duty affixed their signatures on this XX day of January, 2023.

CITY:

RETIREE:

Ned Thomas, City Manager

Natalie Livezey



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt Ordinance No. 316 Approving Measure J, the City of Milpitas Public Services Reauthorization Measure (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Leadership and Support Services
Meeting Date:	1/7/2025
Recommendation:	(1) Adopt by a 4/5 vote Ordinance No. 316 approving Measure J, the City of Milpitas Public Services Reauthorization Measure, as approved by the voters, amending Chapter 4 of Title IX of the Municipal Code to impose a Transactions and Use Tax to be administered by the California Department of Tax and Fee Administration; (2) Approve resolutions authorizing the City Manager to execute any and all documents, agreements, and instruments necessary to implement and effectuate the provisions of Measure J, including but not limited to those required for the administration and collection of the Transactions and Use Tax as established by Ordinance No. 316, and to take any other actions deemed necessary to ensure the successful implementation of this measure as approved by over 80% of the voters as well as for the review of confidential information.

BACKGROUND:

On August 4, 2020, the City Council adopted a resolution calling for the placement of City of Milpitas Public Services Measure (Measure F) on the ballot for the general election in November 2020. Measure F is a general quarter-cent ($\frac{1}{4}\%$) local transactions and use tax that can be used for any lawful purpose, but has generally been used to maintain certain City services, including but not limited to police and fire protection; 911 emergency response and natural disaster preparation; youth, senior, and recreation services; repairing park equipment and maintaining parks and recreation centers; and attracting and retaining local businesses. This General Tax Measure was approved by the voters of the City of Milpitas on November 3, 2020 for an eight-year period, set to expire on March 31, 2029. On August 5, 2024 the Mayor and City Council unanimously adopted a resolution calling for the placement of Measure J on the November 5, 2024 General Municipal Election ballot which would extend Measure F by an additional eight years.

ANALYSIS:

On November 5, 2024 the residents of Milpitas overwhelmingly supported Measure J – the City of Milpitas Public Services Measure – with over 80% of voters in support of the Measure. To implement Measure J, the Mayor and City Council must adopt the final ordinance by a 4/5 vote. The ordinance proposed for adoption is the same ordinance approved by the voters of Milpitas on November 5, 2024 and is included as an attachment to this Agenda Report.

POLICY ALTERNATIVE(S):

Alternative: Do not approve the ordinance.

Pros: None

Cons: The City will potentially forgo an opportunity for the extension of the sales tax measure, which voters have overwhelmingly supported. This funding is critical to maintain the City's finances and services, including 911 emergency response, police and fire protection; repairing streets/fixing potholes; tracking/investigating

crime; addressing homeless encampments/affordable housing needs; natural disaster/emergency preparation; maintaining neighborhood parks/public infrastructure.

Reason not recommended: As indicated in the City Manager's Transmittal Letter to the City Council in the FY 2024-25 Adopted Budget, the City is facing significant fiscal challenges over the next decade. By ensuring the City maintains the quarter-cent sales tax, these fiscal challenges can be mitigated. Absent this ongoing funding, the City would likely face a significant structural deficit with service level reductions after the expiration of the funding in April 2029.

FISCAL IMPACT:

This action does not have any additional cost impacts. The City of Milpitas FY 2024-25 Adopted Budget projects sales tax revenues of \$29.6 million from the Bradley-Burns uniform local sales and use tax, and \$7.3 million from the Measure F local transactions and use tax.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

RECOMMENDATION:

- (1) Adopt by a 4/5 vote Ordinance No. 316 approving Measure J, the City of Milpitas Public Services Reauthorization Measure, as approved by the voters, amending Chapter 4 of Title IX of the Municipal Code to impose a Transactions and Use Tax to be administered by the California Department of Tax and Fee Administration.
- (2) Approve resolutions authorizing the City Manager to execute any and all documents, agreements, and instruments necessary to implement and effectuate the provisions of Measure J, including but not limited to those required for the administration and collection of the Transactions and Use Tax as established by Ordinance No. 316, and to take any other actions deemed necessary to ensure the successful implementation of this measure as approved by over 80% of the voters and for the review of confidential information.

ATTACHMENT(S):

- (a) Ordinance No. 316
- (b) Resolution Appointing City Manager to Execute Agreements
- (c) Resolution For Examination of Confidential Records

ORDINANCE NO. 316

AN ORDINANCE OF THE CITY OF MILPITAS ADDING CHAPTER 5 TO TITLE IX OF THE MUNICIPAL CODE TO IMPOSE A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

THE PEOPLE AND THE CITY COUNCIL OF THE CITY OF MILPITAS DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Amendment. Chapter 5 (Reauthorized Transactions and Use Tax) is added to Title IX (Revenue and Taxation) of the Municipal Code to read as follows:

“CHAPTER 5. REAUTHORIZED TRANSACTIONS AND USE TAX

IX-5-1.01	Title
IX-5-1.02	Operative Date
IX-5-1.03	Purpose
IX-5-1.04	Contract with State
IX-5-1.05	Imposition of 0.25% Transactions Tax
IX-5-1.06	Place of Sale
IX-5-1.07	Imposition of 0.25% Use Tax
IX-5-1.08	Adoption of Provisions of State Law
IX-5-1.09	Limitations on Adoption of State Law and Collection of Use Taxes
IX-5-1.10	Permit Not Required
IX-5-1.11	Exemptions and Exclusions
IX-5-1.12	Amendments
IX-5-1.13	Enjoining Collection Forbidden
IX-5-1.14	Accountability and Use of Tax Proceeds
IX-5-1.15	Duration of Tax

IX-5-1.01 Title

This chapter shall be known as the City of Milpitas Public Services Transactions and Use Tax Reauthorization Ordinance of 2024. The City of Milpitas hereinafter shall be called "City." This chapter shall be applicable in the incorporated territory of the City.

IX-5-1.02 Operative Date

"Operative Date" means April 1, 2029.

IX-5-1.03 Purpose

This chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of

Part 1.7 of Division 2 which authorizes the City to adopt this ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

IX-5-1.04 Contract with State

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of the transactions and use tax imposed by this chapter; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

IX-5-1.05 Imposition of 0.25% Transactions Tax

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 0.25% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Chapter.

IX-5-1.06 Place of Sale

For the purposes of this chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

IX-5-1.07 Imposition of 0.25% Use Tax

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this chapter for storage, use or other consumption in said territory at the rate of 0.25% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

IX-5-1.08 Adoption of Provisions of State Law

Except as otherwise provided in this chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this chapter as though fully set forth herein.

IX-5-1.09 Limitations on Adoption of State Law and Collection of Use Taxes

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California.
2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Chapter.
3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
 - b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder

IX-5-1.10 Permit Not Required

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this chapter.

IX-5-1.11 Exemptions and Exclusions

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this chapter.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this chapter.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this chapter, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this chapter.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this chapter.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a

transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

IX-5-1.12 Amendments

All amendments subsequent to the effective date of this chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this chapter.

IX-5-1.13 Enjoining Collection Forbidden

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

IX-5-1.14 Accountability and Use of Tax Proceeds

Proceeds of the tax imposed by this chapter shall be deposited in the general fund of the City and shall be available for any lawful purpose. Once deposited, such proceeds shall be audited as part of City's annual independent audit of the general fund and shall be accounted for in the City's Consolidated Annual Financial Report.

IX-5-1.15 Duration of Tax

The tax imposed by this Chapter shall continue for a period of eight (8) years following the Operative Date and shall thereafter be of no further force and effect, unless said tax is extended or renewed by Milpitas voters at a future general or special municipal election lawfully called for that purpose."

SECTION 2: Relation to Existing Tax. Chapter 4 of Title IX of the Municipal Code currently imposes a 0.25% transactions and use tax that terminates on March 31, 2029. The intent of this Ordinance is to reauthorize the transactions and use tax for an additional eight years, until March 31, 2037.

SECTION 3: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 4: Election Required. This Ordinance shall not become operative unless and until it is approved both (i) by the voters by the City Council by a vote of two thirds of all of its members and (ii) by a majority vote at the November 5, 2024 General Municipal Election. Nothing in this Ordinance shall be interpreted to repeal the existing Chapter 4 of Title IX of the Municipal Code.

SECTION 5: Amendment. This Ordinance may be amended by the City Council. However, no such amendment can increase the rate of the tax imposed by this Ordinance or make a change that is inconsistent with the laws of the State that govern transactions and use taxes.

SECTION 6: Effective Date. This Ordinance relates to the levying and collecting of a transactions and use tax and shall take effect immediately. However the operative date for the tax imposed by this Ordinance tax shall be governed by the terms set forth elsewhere in this Ordinance.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR
IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.**

WHEREAS, on January 7, 2025, the City Council will consider Ordinance No. 316 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a “Preparatory Agreement” and an “Administration Agreement” prior to implementation of said taxes, and

WHEREAS, the Department requires that the City Council authorize the agreements;

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. the City Council of the City of Milpitas that the “Preparatory Agreement” attached as Exhibit A and the “Administrative Agreement” attached as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement.

PASSED AND ADOPTED this _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

EXHIBIT A

AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE CITY'S TRANSACTIONS AND USE TAX ORDINANCE

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Milpitas, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail or through email at jsservices@cdtfa.ca.gov. If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at jsservices@cdtfa.ca.gov or by mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Milpitas
455 E. Calaveras Blvd
Milpitas, CA 95035

Attn: Finance Director

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF MILPITAS

By: _____
(Signature)

Ned Thomas
(Typed Name)

City Manager
(Title)

Date: _____

CALIFORNIA DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By: _____
Administrator
Local Revenue Branch

Date: _____

EXHIBIT B

AGREEMENT FOR STATE ADMINISTRATION OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of Milpitas has adopted, and the voters of the City of Milpitas (hereafter called “City” or “District”) have approved by the required majority vote, the City of Milpitas Transactions and Use Tax Ordinance (hereafter called “Ordinance”), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the “Department”) and the City do agree as follows:

ARTICLE I DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9 of Part 1.7 of Division 2, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 316, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II ADMINISTRATION AND COLLECTION OF CITY TAXES

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available

for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate or through email at jservices@cdtfa.ca.gov. If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at jservices@cdtfa.ca.gov or by mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Milpitas
455 E. Calaveras Blvd
Milpitas, CA 95035

Attn: Finance Director

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on _____. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI

ADMINISTRATION OF TAXES IF THE ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.
2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.
3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.
4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.
5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.
6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.
7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding

calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF MILPITAS

By: _____

(Signature)

Ned Thomas

(Typed Name)

City Manager

(Title)

Date:

CALIFORNIA DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By: _____

Administrator

Local Revenue Branch

Date:

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY OF MILPITAS AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAXES RECORDS

WHEREAS, pursuant to Ordinance Number 316 of the City of Milpitas (hereinafter referred to as “City”), and Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the City Council of the City deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE CITY OF MILPITAS HEREBY RESOLVES AS FOLLOWS:

Section 1. That the Finance Director or other officer or employee of the City designated in writing by the Finance Director to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

Section 2.

The information obtained by examination of Department records shall be used only for purposes related to the collection of City transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the City:

- a) functions related to sales, transactions, and/or use tax collection or administration; and
- b) functions related to budgeting and forecasting of revenue;
- c) functions related to economic development and City strategic initiatives; and
- d) functions related to the detection of misallocations and deficiencies.

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

Section 3. That HdL Companies (aka Hinderliter de Llamas and Associates) is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and HDL Companies:

- a) has an existing contract with the City to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.

- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in or derived from those sales or transactions and use tax records, after that contract has expired.

Section 4.

That this resolution supersedes all prior resolutions of the City Council of the City adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of City transactions and use taxes by the Department pursuant to the contract between the City and the Department and for those purposes relating to the governmental functions of the City listed in Section 2 of this resolution;

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 foregoing resolution was duly introduced, approved, and adopted by the City Council of the City, at a regular meeting of said City Council held on the 7th day of January, 2025, by the following roll-call vote:

PASSED AND ADOPTED this _____ day of _____, 2025, 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