



# JOINT SPECIAL MEETING OF THE MILPITAS CITY COUNCIL, HOUSING AUTHORITY AND PUBLIC FINANCING AUTHORITY



## AGENDA

TUESDAY, JUNE 2, 2026

CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA  
5:00 PM (CLOSED SESSION / 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>

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## 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](mailto: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\\_gsXwrcugRaiKqTga1HL8sw](https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_gsXwrcugRaiKqTga1HL8sw)

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](mailto: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.
- Use electronic devices appropriately while on the Council dais.
- Disclose conflicts of interest and affiliations related to agenda items.
- Separate governing from campaigning.
- The Council speaks with one voice after making policy on issues.
- Respect the line between policy and administration.
- Council will hold one another accountable to comply with this Code of Conduct.

**CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk (5:00 PM)**

**ADJOURN TO CLOSED SESSION**

**(a) CONFERENCE WITH LEGAL COUNSEL**

Pursuant to Government Code Section 54956.9(d)(1)  
Existing Litigation: Alexander Prince vs. City of Milpitas, WCAB Case Nos. ADJ17651048, ADJ18892457, and ADJ17651067

**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 Lam)

**PRESENTATIONS**

**ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS**

**READING OF THE CITY COUNCIL CODE OF CONDUCT**

**APPROVAL OF AGENDA**

**CONSENT CALENDAR**

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 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Recommendation: Receive City Council Calendar of Meetings for June 2026.

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

Recommendation: Approve City Council Meeting minutes of May 19, 2026.

**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: Receive the list of items that have been requested by City Councilmembers and received consensus in previous meetings to date.

**C5. Adopt a Resolution Calling for the General Municipal Election on November 3, 2026 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Recommendation: Adopt a resolution calling a General Municipal Election for the City of Milpitas on Tuesday, November 3, 2026, requesting consolidation of the election in accordance with California Elections Code Section 10418, and requesting services from the Santa Clara County Registrar of Voters

**C6. Authorize the City Manager, or Designee, to Negotiate and Execute the First Amendment to the Agreement for Animal Services between the City of Milpitas and the City of San José (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Recommendation: (1) Authorize the City Manager, or designee, to negotiate and execute the first amendment to the agreement with the City of San José for the continued provision of animal services, extending the term through June 30, 2035, in a total not-to-exceed amount of \$10,282,902 in accordance with the annual payment schedule set forth in the Fiscal Impact section of this Agenda Report; and (2) Authorize the City Manager, or designee, to approve and execute amendments or change orders to the Agreement, subject to the total not-to-exceed contract amount.

**C7. Adopt a Resolution to Approve Modifications to the Affordable Housing Conditions for Site Development Amendment Permit SA24-0005 and Density Bonus Permit DB24-0002 to Allow an On-site Manager's Unit Within the Previously Approved Residential Apartment Building Located within the "1355 California Project" (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Recommendation: Adopt a resolution approving modifications to the affordable housing conditions for Site Development Amendment Permit SA24-0005 and Density Bonus Permit DB24-0002 to allow an on-site manager's unit within the previously approved residential apartment building located within the "1355 California Project" in accordance with the City's Affordable Housing Ordinance.

**C8. Authorize the City Manager, or their Designee, to Execute an Amendment to the Professional Services Agreement with Invoice Cloud, Inc (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: Authorize the City Manager, or their designee, to execute an amendment to the Professional Services Agreement for Utility Electronic Bill Presentment and Payment services with Invoice Cloud, Inc. to extend the term for one year through June 30, 2027 and add \$77,197 for a revised not-to-exceed compensation of \$144,913, subject to the appropriation of funds.

**C9. Adopt a Resolution Updating and Establishing Various User and Regulatory Fees for 500 of 668 Fees Reviewed as Part of the FY 2026-27 User and Regulatory Fee Study, Effective August 3, 2026 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: Adopt a resolution updating and establishing user and regulatory fees for 500 of 668 fees examined in the FY 2026-27 fee study, effective August 3, 2026, and establishing an annual inflationary adjustment framework subject to City Council confirmation each fiscal year

**C10. Authorize the City Manager, or their Designee, to Execute an Amendment to the Cayenta Software Support and Maintenance Agreement with N. Harris Computer Corporation (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: Authorize the City Manager, or designee, to execute an amendment to the Cayenta Software Support and Maintenance Agreement with N. Harris Computer Corporation, subject to the appropriation of funds, to: (1) Extend the Agreement for one additional year through June 30, 2027 and

increase the contract amount by \$317,063, for a revised contract not-to-exceed of \$2,051,416, plus a 10% contingency of \$31,706 for as-required related services, for a total not-to-exceed of \$2,083,122; (2) Add four additional one-year options to extend the Agreement through June 30, 2031 for ongoing maintenance and support of the Cayenta Utility Billing System, at estimated costs not to exceed \$480,794 for the four option terms, plus a 10% contingency of \$48,079 for as-required related services, for a total estimated not-to-exceed of \$528,873; and (3) Authorize City Manager or designee to exercise those options as appropriate, subject to appropriations.

**C11. Authorize the City Manager, or Designee, to Execute Amendment No. 3 to the Agreement with Chandler Asset Management, Inc. for Investment Services (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: Authorize the City Manager, or designee, to execute Amendment No. 3 to the Professional Services Agreement with Chandler Asset Management, Inc. for Investment Services (Contract No. 253), extending the term through December 31, 2026 and increasing the not-to-exceed compensation by \$100,000, for a revised total not-to-exceed amount of \$890,000.

**C12. Adopt Resolutions to Approve the Continued Investment of Monies in the Local Agency Investment Fund and Designation of Officers Authorized to Sign on the Account (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: (1) Adopt a resolution of the Milpitas City Council to authorize the continued investment of monies in the Local Agency Investment Fund and designation of officers authorized to sign on the respective accounts; and (2) Adopt a resolution of the Board of Directors of the Milpitas Public Financing Authority to approve continued investment of monies in the Local Agency Investment Fund and designation of officers authorized to sign on the respective accounts.

**C13. Authorize the City Manager, or Designee, to Negotiate and Execute Two Renewal Options Under the Professional Services Agreement with JPMorgan Chase Bank, N.A. for Comprehensive Banking Services (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: Authorize the City Manager, or designee, to negotiate and execute the two two-year renewal options under the existing Professional Services Agreement with JPMorgan Chase Bank, N.A. for Comprehensive Banking Services, extending the maximum term of the Agreement through June 30, 2030, subject to the appropriation of funds.

**C14. Authorize the City Manager, or Designee, to Negotiate and Execute a Purchase Order with Golden State Emergency Vehicle Service, Inc. for As-Requested Parts, Service, and Maintenance (Staff Contact: Finance Director, Luz Cofresí-Howe, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)**

Recommendation: Authorize the City Manager, or designee, to negotiate and execute a Purchase Order with Golden State Emergency Vehicle Service, Inc. for as-requested parts, service, and maintenance for a not-to-exceed compensation of \$530,914 for a five-year term, subject to the appropriation of funds.

**C15. Adopt a Resolution Approving a Site Development Permit Amendment Permit to Develop a New Single-family Residence on a Vacant 1.1-Acre Lot Located in the R1-H Single-Family Residential Zoning District with a Hillside Combining District at 1321 Terra Vista Court (Staff Contact: Jay Lee, Planning Director, 408-586-3077)**

Recommendation: Consider the exemption in accordance with CEQA and adopt a resolution approving Site Development Permit Amendment No. SA25-0003, subject to the attached Conditions of Approval,

to develop a new single-family residence on a vacant 1.1-acre lot located in the R1-H Single-family Residential Zoning District with a Hillside Combining District at 1321 Terra Vista Court.

## **PUBLIC HEARINGS**

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 Resolutions to Approve the Fiscal Year 2026-27 Proposed Operating Budget for the City of Milpitas and the Milpitas Housing Authority, Approve the Fiscal Year 2026-27 Gann Appropriations Limit, Authorize Various Financial Actions, Fiscal Policies and Budget Guidelines, and Amend the Classification Plan for Alignment with the FY 2026-27 Proposed Operating Budget, the Minimum Wage Increase, and Salary Schedules Consistent with Previous Council Action (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: Adopt the following Resolutions: (a) Joint Resolution of the City Council and Milpitas Housing Authority to approve the Fiscal Year 2026-27 Proposed Operating Budget for the City of Milpitas and the Milpitas Housing Authority, approve the Fiscal Year 2026-27 Gann Appropriations Limit, Fiscal Policies and Budget Guidelines and authorizing various financial actions by the City Manager, including Approving and Authorizing the Execution of Various Contracts and Payments over \$100,000; (b) Amending Resolution No. 1626, the Classification Plan, to authorize additional positions and amend budgeted allocated positions; (c) Amending Resolution No. 1626, the Classification Plan, to adjust the hourly rate ranges for classifications due to a minimum wage increase pursuant to Ordinance No. 292; (d) Amending Resolution No. 1626, the Classification Plan of Unrepresented Management Employees and Authorizing Fringe Benefits; (e) Amending Resolution No. 1626, the Classification Plan, to adjust the Salary Schedules for various classifications to align with the current memorandums of understandings (MOUs).

## **ANNOUNCEMENTS AND FUTURE AGENDA ITEMS**

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**

### **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: [cao@milpitas.gov](mailto:cao@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](http://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](http://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](http://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 408-586-3005 or send an e-mail to [CityClerk@milpitas.gov](mailto:CityClerk@milpitas.gov) prior to the meeting. You may request a larger font agenda.*

May 2026						
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

## June 2026

July 2026						
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
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26	27	28	29	30	31	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<b>1</b> 7:00 PM-Parks, Recreation & Cultural Resources Commission (EC)	<b>2</b> 6:00 PM-Closed Session 7:00 PM-City Council	<b>3</b> 2:00 PM-Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara) 5:30 PM-Veterans Commission (GB) 7:00 PM-Community Housing Commission (EC)	<b>4</b> 5:30 PM-Milpitas Chamber of Commerce Board (GB) 5:30 PM-Santa Clara VTA Board of Directors (CM)	<b>5</b>	<b>6</b>
<b>7</b>	<b>8</b> 4:30 PM-Economic Development and Trade Commission (WL)	<b>9</b> 5:30PM- Special City Council	<b>10</b> 7:00 PM-Silicon Valley Clean Energy Board of Directors (GB) (Sunnyvale) 7:00 PM-Planning Commission	<b>11</b> 4:00 PM-Treatment Plant Advisory Committee (CM) (San Jose) 4:00 PM-Santa Clara VTA Policy Advisory Committee (EC) 6:00 PM-Youth Advisory Commission (HL) 7:00 PM-Cities Assoc of SCC (CM)	<b>12</b>	<b>13</b>
<b>14</b>	<b>15</b> 7:00 PM-Technology Commission (WL)	<b>16</b> 5:00 PM-Closed Session 7:00 PM-City Council	<b>17</b> 4:00 PM-City Council Finance Subcommittee (CM/EC) 6:00 PM-Energy and Environmental Sustainability Commission (EC)	<b>18</b> 9:00 AM-ABAG General Assembly Conference (HL) 5:30 PM-Measure F Oversight Committee	<b>19</b>	<b>20</b>
<b>21</b>	<b>22</b>	<b>23</b> 1:30 PM-Senior Advisory Commission (HL)	<b>24</b> 5:30 PM-Cities Assoc. of SCC - Recycling and Waste Reduction Commission (CM) 7:00 PM-Planning Commission	<b>25</b>	<b>26</b>	<b>27</b>
<b>28</b>	<b>29</b>	<b>30</b>				



# REGULAR MEETING OF THE MILPITAS CITY COUNCIL

**MINUTES**  
**TUESDAY, MAY 19, 2026**

The City Council of the City of Milpitas convened in a Regular Meeting of the Milpitas City Council on May 19, 2026, 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**

Vice Mayor Barbadillo called the Regular City Council meeting to order at 7:03 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano (7:19 PM), Vice Mayor Barbadillo, Councilmember Chua, Councilmember Lam, Councilmember Lien

ABSENT: None

## **PLEDGE OF ALLEGIANCE**

Councilmember Chua led the Pledge of Allegiance.

## **INVOCATION**

Vice Mayor Barbadillo provided the invocation on behalf of Mayor Montano.

## **PRESENTATIONS**

Vice Mayor Barbadillo and the City Council presented proclamations in recognition of Asian American, Native Hawaiian, and Pacific Islander Heritage Month, National Police Month, and Public Works Week.

## **PUBLIC FORUM**

There were the following speakers:

1. Jady Little

Mayor Montano joined the meeting at 7:19 PM.

## **ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS**

City Attorney Curtis 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 Curtis 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**

The City Council Code of Conduct was read aloud by Vice Mayor Barbadillo.

## **APPROVAL OF AGENDA**

Acting City Manager Jared Hernandez requested that Item 14 be heard before Item 13, as the two items are related and the order was more logical in that sequence.

After discussion, motion: to approve the agenda, hearing Item 14 prior to Item 13.

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

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

NOES: None

### **CONSENT CALENDAR**

There were no public comments.

After discussion, motion: to approve the Consent Calendar.

Motion/Second: Councilmember Chua / Councilmember Lien

Motion carried by the following:

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

NOES: None

1. **Receive City Council Calendar of Meetings (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**  
Received City Council Calendar of Meetings for May and June 2026.
2. **Approve City Council Meeting Minutes (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**  
Approved City Council Meeting minutes of May 5, 2026.
3. **Receive the Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**  
Received the list of anticipated agenda items for the next regular City Council meeting.
4. **Receive and Review the List of Agenda Items Requested by City Councilmembers (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**  
Received the list of items that have been requested by City Councilmembers and received consensus in previous meetings to date.
5. **Approve a Commission Term Realignment Framework for Quarterly Appointment Cycles (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3005)**  
Approved a Commission Term Realignment Framework as described in the agenda report establishing quarterly appointment cycles for City commissions and directed staff to implement the framework through future recruitment and appointment processes.
6. **Authorize the City Manager, or Designee, to Execute an Agreement with the City of San José for Minimum Wage Enforcement Services, Retroactive to July 1, 2025 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Authorized the City Manager, or designee, to execute an Agreement with the City of San José for Minimum Wage Enforcement Services, retroactive to July 1, 2025, in an amount not to exceed \$75,000, and to exercise one two-year option extension through June 30, 2030, at an additional cost not to exceed \$50,000, subject to satisfactory contractor performance and City Council appropriation of funds for the applicable fiscal years.

**7. Adopt a Resolution Releasing Unclaimed Checks and Unclaimed Credit with a Value Less than \$15 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Adopted **Resolution No. 9508** authorizing the transfer to the General Fund of \$195.25 in unclaimed checks and \$10.00 in unclaimed recreation credit, in the aggregate amount of \$205.25, in accordance with City of Milpitas Standard Operating Procedure No. 26-1 and California Government Code Section 50055.

**8. Approve Accounts Receivable Write-offs for the Fiscal Year Ending June 30, 2026 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Approved the Accounts Receivable write-offs for the Fiscal Year ending June 30, 2026.

**9. Authorize the City Manager, or Designee, to Negotiate and Execute Purchase Orders with L.N. Curtis and Sons for Fire Department Equipment and Supplies (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Jason Schoonover, Fire Chief, 408-586-2811)**

Authorized the City Manager, or designee, to negotiate and execute three purchase orders with L.N. Curtis and Sons for (1) personal protective equipment (PPE) with a maximum compensation of \$500,000; (2) self-contained breathing apparatus (SCBA) equipment with a maximum compensation of \$100,000; and (3) miscellaneous firefighting equipment and rescue tools, including related supplies and accessories, with a maximum compensation of \$900,000, each for a five-year term and subject to the appropriation of funds.

**10. Receive an Update and Approve Actions Related to the Recruitment of Public Works Division Manager – Utilities (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086; and Christian DiRenzo, Public Works, 408-586-2603)**

(1) Authorized the Acting City Manager to: (a) Provide a one-time sign-on bonus in the amount of \$10,000 for the currently vacant position of Public Works Division Manager – Utilities and to execute any administrative guidelines as required to implement the bonus; and (2) Authorize the Acting City Manager, or designee, to negotiate and execute a second amendment to the agreement with waterTALENT, LLC increasing the compensation by \$126,800 for a revised total not to exceed amount of \$321,800.

**11. Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to Casey Construction, Inc. for the Forcemain-B Air Release Valves Replacement Project, CIP No. 6124 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Adopted **Resolution No. 9509** to (1) Approve the project plans and specifications; (2) Award the construction contract to Casey Construction, Inc., the lowest responsible bidder submitting a responsive bid, in the amount of \$333,000; (3) Authorize the City Manager, or designee, to execute the construction contract with Casey Construction, Inc.; and (4) Establish a construction contingency of \$67,000 (20% of the contract value) and authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$67,000 for the Forcemain-B Air Release Valves Replacement Project, CIP No. 6124.

12. **Authorize the City Manager, or Designee, to Negotiate and Execute Agreements with Life Extension Clinics, Inc. for Annual Physical Exams and Related Services and with Emergency Physicians Associates San Jose PC for Medical Advisor for Emergency Medical Services (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Jason Schoonover, Fire Chief, 408-586-2811)**

Authorized the City Manager, or designee, to negotiate and execute (1) a Professional Services Agreement with Life Extension Clinics, Inc. for annual physical examinations and related services with a maximum compensation of \$400,000; and (2) a Professional Services Agreement with Emergency Physicians Associates San José PC for emergency medical advisor services with a maximum compensation of \$108,838, both of which are for a five-year term and subject to the appropriation of funds.

## **PUBLIC HEARINGS**

14. **Conduct a Public Hearing and Consider Introducing an Ordinance Adding a New Section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to Create a Transit-Oriented Development Overlay Zoning District to Implement Senate Bill 79 Development Standards (Staff Contact: Jay Lee, Planning Director, 408-586-3073)**

Principal Planner VanHua presented the report.

Mayor Montano opened the public hearing. There being no speakers, Mayor Montano closed the public hearing.

Councilmember Lien asked whether adopting the ordinance created any litigation risk from the state. City Attorney Curtis clarified that the regular ordinance would take effect on July 2, 2026, one day after SB 79 takes effect, and that without any action, the City would simply lack local zoning standards for non-residentially zoned lands near transit. He noted no identified provisions likely to create tension with the state, and that there is a built-in state review and revision process.

After discussion, motion: to determine that the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Government Code Section 65912.160(c)(2) and introduce **Ordinance No. 38.860** adding a new section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to create a Transit-Oriented Development Overlay (TOD) zoning district and regulations implementing Senate Bill 79 development standards (P-ZA26-0002), waiving the full reading except the title.

Motion/Second: Councilmember Chua / Councilmember Lien

Motion carried by the following:

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

NOES: None

13. **Conduct a Public Hearing and Consider Adopting an Urgency Ordinance Adding a New Section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to Create a Transit-Oriented Development Overlay Zoning District to Implement Senate Bill 79 Development Standards (Staff Contact: Jay Lee, Planning Director, 408-586-3073)**

Acting City Manager Hernandez explained that the urgency ordinance was substantively identical to the regular ordinance just introduced, and was brought forward solely to close the one-day gap between the July 1, 2026, effective date for SB 79 and the effective date of the regular ordinance.

Mayor Montano opened the public hearing. There being no public speakers, she closed the public hearing.

After discussion, motion: to determine that the urgency ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Government Code Section 65912.160(c)(2) and adopt **Urgency Ordinance No. 38.861** adding a new section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to create a Transit-Oriented Development Overlay (TOD) zoning district and regulations implementing Senate Bill 79 development standards (P-ZA26-0003) with immediate effect, waiving the full reading except the title.

Motion/Second: Councilmember Lien / Vice Mayor Barbadillo

Motion carried by the following:

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

NOES: None

**15. Adopt a Resolution Approving a Site Development Permit Amendment, Vesting Tentative Map, Conditional Use Permit Amendment, Density Bonus Permit, and Development Agreement for 109 Townhomes and 10 Accessory Dwelling Units at 1320 McCandless Dr. (Staff Contact: Jay Lee, Planning Director, 408-586-3077)**

Planning Director Lee introduced the item and Associate Planner Baez presented the report.

Mayor Montano opened the public hearing. There being no public speakers, she closed the public hearing.

Councilmember Chua asked for clarification on how non-compliant development standards were approved. Director Lee explained the dual-pathway approach employed in this circumstance. The Councilmember requested an informational memo detailing income level categories as dollar-based terms for Milpitas residents.

Councilmember Lam expressed concern that providing BMR rental units in the nearby Gideon building, instead of for-sale townhomes, could limit homeownership opportunities for lower-income families. The applicant argued that creating low and very low-income units is more complex and valuable for meeting regional housing needs compared to moderate-income units.

Vice Mayor Barbadillo asked about changes from the original Transit Area Specific Plan (TASP) that had aimed for higher-density development. Director Lee noted that even with the adjustments, the ongoing project aligns with many of the city's goals for transit-oriented and walkable developments. The Vice Mayor inquired about the Development Agreement timeline, seeking assurance that any extensions wouldn't alter entitlements without Council review. Assistant City Attorney Creech confirmed significant changes would require fresh approvals.

During discussions about the community benefit, Mayor Montano questioned the \$400,000 voluntary contribution. Director Lee explained that by focusing on reduced-density transportation costs, the value perceived was near \$1.2 million. The Mayor proposed increasing the cash contribution to \$1 million, while Councilmember Chua suggested a staggered payment plan over five years. Councilmember Lien supported the original plan without increases. Ultimately, the applicant's principal, Peter Zack, agreed to a middle-ground offer of \$700,000, and Mayor Montano accepted this for inclusion in the motion.

After discussion, motion: to (1) Consider the project to be categorically exempt from environmental

review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15182 (Residential Projects Pursuant to a Specific Plan); (2) Adopt **Resolution No. 9510** approving Site Development Permit Amendment No. P-SA25-0002, Vesting Tentative Map No. P-TM26-0001, Conditional Use Permit Amendment No. P-UA25-0003, Density Bonus Permit No. P-DB26-0001, and Development Agreement No. P-DA26-0001 with the voluntary community benefit contribution amended from \$400,000 to \$700,000, subject to the attached Conditions of Approval; (3) Waive reading beyond the title and Introduce **Ordinance No. 38.862** approving a Development Agreement between the City of Milpitas and Fields CH Owner, LLC and Milpitas – District 2 Associates, LLC..

Motion/Second: Councilmember Chua / Vice Mayor Barbadillo

Motion carried by the following:

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

NOES: None

**16. Conduct a Public Hearing and Adopt a Resolution Confirming the Assessment and Ordering the Levy for the Landscaping and Lighting Maintenance Assessment District No. 95-1, McCarthy Ranch in Fiscal Year 2026-27 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

City Engineer Silveira presented the report for Landscaping and Lighting Maintenance Assessment District 95-1, McCarthy Ranch and District 98-1, Sinclair Horizon.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Voltaire Montemayor

Mayor Montano closed the public hearing.

Mayor Montano raised the issue of ongoing copper theft affecting street lighting infrastructure. Public Works Director Di Renzo confirmed copper theft had been occurring throughout the city for the past three to four months, including in the McCarthy Ranch district, and that staff was addressing repairs. He noted the City is focusing hardening efforts on pole boxes to deter theft, rather than pursuing a citywide solar conversion of 4,800 street lights. He added that solar lighting is being prioritized for park systems, with Sinnott Park as the first conversion site. Mayor Montano suggested further exploration of solar lighting technology.

After discussion, motion: to adopt **Resolution No. 9511** confirming the assessment and ordering the levy for Landscaping and Lighting Maintenance Assessment District No. 95-1, McCarthy Ranch in Fiscal Year 2026-27..

Motion/Second: Vice Mayor Barbadillo / Councilmember Lien

Motion carried by the following:

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

NOES: None

**17. Conduct a Public Hearing and Adopt a Resolution Confirming the Assessment and Ordering the Levy for the Landscaping and Lighting Maintenance Assessment District No. 98-1 - Sinclair Horizon in Fiscal Year 2026-27 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

City Engineer Silveira continued the presentation.

Mayor Montano opened the public hearing. There being no public speakers, she closed the public hearing.

Motion: to adopt **Resolution No. 9512** confirming the assessment and ordering the levy for Landscaping and Lighting Maintenance Assessment District No. 98-1 - Sinclair Horizon in Fiscal Year 2026-27..

Motion/Second: Councilmember Lam / Councilmember Lien

Motion carried by the following:

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

NOES: None

## **LEADERSHIP AND SUPPORT SERVICES**

### **18. Adopt a Resolution Appointing a Permanent City Manager (Staff Contact: Christian M. Curtis, City Attorney, 408-586-3040)**

City Attorney Curtis presented the report.

There were the following public speakers:

1. Voltaire Montemayor

Motion: to (1) Adopt **Resolution No. 9513** to appoint Willie A. Hopkins, Jr. as City Manager; (2) Approve and authorize the Mayor to execute an employment agreement on behalf of the City; and (3) Authorize the City Attorney and Acting City Manager, or designee, to take such other actions as necessary and appropriate to carry out the purpose of this appointment.

Motion/Second: Councilmember Chua / Councilmember Lien

Motion carried by the following:

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

NOES: Nonw

## **ANNOUNCEMENTS AND FUTURE AGENDA ITEMS**

Acting City Manager Hernandez offered remarks acknowledging that the appointment of a permanent City Manager would likely mark his final Council meeting in an acting capacity.

Mayor Montano closed by expressing condolences regarding a tragic shooting at a mosque in San Diego, calling for a moment of silence in memory of the victims and reaffirming the city's commitment to compassion and unity.

## **ADJOURNMENT**

Mayor Montano adjourned the meeting at 9:43 PM.

*Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta*

## TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 05/28/2026

**June 16, 2026** – Regular Meeting

### **CLOSED SESSION**

- Labor Relations

**INVOCATION** (Councilmember Lam)

### **PRESENTATION**

- Parks and Recreation Month (Proclamation)

### **CONSENT CALENDAR**

1. Receive City Council calendar for June, July and August 2026 (City Clerk)
2. Approve City Council Meeting minutes of June 2, 2026 (City Clerk)
3. Preview list of items for August 11, 2026 (City Clerk)
4. Councilmember Request List (City Clerk)
5. RFP for Homeless Outreach and Showers (Housing)
6. Approve Design Service Agreement for HSIP Traffic Safety Improvement, CIP 4314 (Public Works / Engineering)
7. Approve Improvement Agreement - 145 N. Milpitas Blvd. – Beresford (Public Works / Engineering)
8. Approve Design Service Agreement for Street Resurfacing Project 2027, CIP 4308 (Public Works / Engineering)
9. 2nd Reading Ordinance Update: Cross Connection Control - Chapter 3 (Public Works / Engineering)
10. 2nd Reading Ordinance Water Shortage Contingency Plan Turf Ban (Public Works)
11. Construction Contract Award for SMB Road Extension, CIP 2016 (Public Works / Engineering)
12. Development Agreement Ordinance 2nd Reading between the City of Milpitas and Fields CH Owner, LLC and Milpitas – District 2 Associates, LLC (Planning)

### **PUBLIC HEARING**

13. Sobrato Townhome Development at 600 Valley Way (Planning)

**MILPITAS CITY COUNCIL  
AGENDA ITEM REQUESTS**

<b>OPEN ITEMS</b>				
<b>Request No.</b>	<b>Topic</b>	<b>Submitted by:</b>	<b>Date Requested</b>	<b>STATUS and/or DATE scheduled on City Council meeting agenda:</b>
1	Return to the City Council with a recommendation regarding transitioning the food pantry lease to a market rate model through the Housing Authority	Montano	5/5/2026	An update on this item will be included in the next quarterly prioritization update.
2	Consider prioritization of a formal, third-party staffing analysis for the Fire Department similar to the 2019 study	Barbadillo	4/7/2026	An update on this item will be included in the next quarterly prioritization update.
3	Prepare an information report on the current Fire Department deployment model and alternative shift schedule options	Barbadillo	4/7/2026	An update on this item will be included in the next quarterly prioritization update.
4	Review the permitting process, including the site development permit process, to determine whether updates were needed to address technology advancements such as the proliferation of small cell towers.	Barbadillo	4/7/2026	An update on this item will be included in the next quarterly prioritization update.
5	Explore youth programs and intervention initiatives in the wake of the passing of Milpitas high school student Jared Kavan on March 31st, including possible partnerships with MUSD on counseling, sports, or after-school programming.	Montano	4/7/2026	An update on this item will be included in the next quarterly prioritization update.
6	Return with a revision to the Council Policy allowing the school district a limited number of additional fee waivers.	Montano	4/7/2026	An update on this item will be included in the next quarterly prioritization update.
7	Agendize a review by the Facility Naming Subcommittee of facilities with "Cesar Chavez" in the name and make recommendations to the full Council on new names, including proposed changes to the Municipal Code, any standing resolutions, and the City holiday observed on March 31st.	Montano	4/7/2026	An update on this item will be included in the next quarterly prioritization update.
8	Conduct a review of commission names to better reflect their focus	Montano	11/18/2025	On 4/7/2024 this was removed from the list and the focus will be on changing the name of the Science and Technology Commission only
9	Review the Council prioritization process	Chua	11/18/2025	An update on this item will be included in the next quarterly prioritization update.
10	Research how public funds could be used to advertise local restaurants during the upcoming Super Bowl	Montano	11/18/2025	An update on this item will be included in the next quarterly prioritization update.
11	Have a community forum on the Crown Castle Small Cell towers.	Montano	11/18/2025	Completed
12	Install debrillators on city properties	Barbadillo	10/28/2025	Completed
13	Place a billboard at the Sport Center to inform the community about events and activities	Montano	10/21/2025	Not prioritized on 4/7/2026, will be removed from future lists.
14	Explore the creation of small parks in neighborhoods without them	Montano	10/21/2025	Not prioritized on 4/7/2026, will be removed from future lists.

<b>ACTIVE ITEMS</b>				
<b>Request No.</b>	<b>Topic</b>	<b>Submitted by:</b>	<b>Date Requested</b>	<b>STATUS and/or DATE scheduled on City Council meeting agenda:</b>
15	Overtime reporting requirements be modified to include all overtime rather than only amounts	Lam	3/17/2026	An update on this item will be included in the next quarterly prioritization update.
16	Consider shortening the name from Library and Education Advisory Commission to Library Commission	Montano	3/3/2026	Not prioritized on 4/7/2026, will be removed from future lists.
17	Request a name change for Science, Technology and Innovation Commission to the Technology	Lam	3/3/2026	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**

<b>ACTIVE ITEMS</b>				
<b>Request No.</b>	<b>Topic</b>	<b>Submitted by:</b>	<b>Date Requested</b>	<b>STATUS and/or DATE scheduled on City Council meeting agenda:</b>
18	Alcohol and Massage Parlor Permits come before the City Council.	Montano	2/3/2026	An update on this item will be included in the next quarterly prioritization update.
19	Providing city-branded jackets, hat, and t-shirts to Councilmembers	Lam	2/3/2026	An update on this item will be included in the next quarterly prioritization update.
20	Look into the process of establishing a Friendship City relationship	Montano	11/18/2025	An update on this item will be included in the next quarterly prioritization update.
21	Increase the amount of funding for the ADU Permit Subsidy	Council	4/1/2025	This was funded and will be removed from future lists.
22	Council Special Events Fund to provide funding for City Councilmembers to attend local, non-political,	Montano/Chua	4/1/2025	This was funded and will be removed from future lists.
23	Add to the existing Strategic Land Acquisition Revenue Reserve	Council		This was funded and will be removed from future lists.
24	Storefront and Crime Prevention Initiative by making funding available for businesses to focus	Montano		An update on this item will be included in the next quarterly prioritization update.
25	Revisit the mural selection committee process to make it more inclusive by involving all	Montano	8/19/2025	An update on this item will be included in the next quarterly prioritization update.
26	Expand the Milpitas SMART program to include service to the San Jose Airport	Lam	8/12/2025	An update on this item will be included in the next quarterly prioritization update.
27	Staff explore a program similar to San Leandro's, which provides Ring doorbell cameras to residents	Chua	8/12/2025	An update on this item will be included in the next quarterly prioritization update.
28	Develop a project management informational memo.	Barbadillo	4/1/2025	An update on this item will be included in the next quarterly prioritization update.
29	Look into adding an entertainment zone to Main Street.	Montano	3/4/2025	An update on this item will be included in the next quarterly prioritization update.
30	Staff provide a detailed analysis of overtime expenditures by department.	Barbadillo	3/4/2025	An update on this item will be included in the next quarterly prioritization update.
31	Look into a policy to require a Super Majority vote by Council for any deductions to budget reserves.	Chua	2/18/2025	An update on this item will be included in the next quarterly prioritization update.
32	Bring back a discussion regarding fentanyl-related issues	Barbadillo	2/18/2025	An update on this item will be included in the next quarterly prioritization update.
33	Feasibility study regarding a police satellite office.	Montano	2/18/2025	An update on this item will be included in the next quarterly prioritization update.
34	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.
35	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.
36	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.
37	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.
38	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	An update on this item will be included in the next quarterly prioritization update.
39	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.
40	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.
41	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.
42	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.
43	Main Street International Festival	Lien	10/3/2023	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**

<b>ACTIVE ITEMS</b>				
<b>Request No.</b>	<b>Topic</b>	<b>Submitted by:</b>	<b>Date Requested</b>	<b>STATUS and/or DATE scheduled on City Council meeting agenda:</b>
44	Pickleball Pilot Project	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
45	Main Street Infrastructure Projects	Montano	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
46	Main Street Flooding at Library	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
47	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.
48	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.
49	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.
50	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.
51	Consider Community Museum and Park on Main St.	Phan	8/20/2019	Discussions with the property owner of this site are ongoing and staff is tracking returning to council by June 2025 with an update.

NOTE: Deferred and Completed Items are not listed



## CITY OF MILPITAS AGENDA REPORT (AR)

<b>Item Title:</b>	<b>Adopt a Resolution Calling for the General Municipal Election on November 3, 2026 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)</b>
<b>Category:</b>	Consent Calendar-Leadership and Support Services
<b>Meeting Date:</b>	6/2/2026
<b>Recommendation:</b>	Adopt a resolution calling a General Municipal Election for the City of Milpitas on Tuesday, November 3, 2026, requesting consolidation of the election in accordance with California Elections Code Section 10418, and requesting services from the Santa Clara County Registrar of Voters.

### **BACKGROUND:**

Milpitas Municipal Code Title I, Chapter 200 Section 1.00 outlines the provisions for the municipal election to be conducted on the same day as the statewide General Election. The City will hold a general municipal election on November 3, 2026, for the purpose of electing two (2) Councilmembers and one (1) Mayor. Those councilmember and mayoral seats are currently held by Vice Mayor Barbadillo, Councilmember Lien, and Mayor Montano respectively. The at-large Mayoral seat is elected for a two (2) year term ending in 2028 and the two (2) City Council seats are for four (4) year terms ending in 2030.

Pursuant to Section 10002 of the Elections Code of the State of California, the governing body of a City is empowered to request, via resolution, the County Board of Supervisors to permit the County elections official to render special services to the City related to the conduct of elections. Upon approval, this resolution will be submitted to the Santa Clara County Board of Supervisors for consolidation approval. The County requires this resolution be submitted by July 1, 2026.

### **ANALYSIS:**

A resolution has been drafted calling for the municipal election on Tuesday, November 3, 2026, for the purposes of electing the Mayor and two (2) members of the City Council. The resolution also requests consolidation of the Municipal Election with the statewide General Election and requests provision of election services from the Santa Clara County Registrar of Voters.

The nomination period for the November 3, 2026, election commences at 9:00 a.m. on Monday, July 13, 2026, and concludes at 5:00 p.m. on Friday, August 7, 2026. The City Clerk's Office will be available for appointments during this period from 8 a.m. to 5 p.m. If an eligible incumbent fails to file nomination papers by the August 7, 2026 deadline, the nomination period will be extended exclusively for non-incumbent candidates until Wednesday, August 12, 2026.

Each Candidate has the option to include a Candidate's Statement in the sample ballot. In June 2006, the Milpitas City Council adopted Resolution No. 7597 defining guidelines for Candidates' Statements of Qualifications printed in the sample ballot for municipal elections. This resolution sets forth the total number of words permitted in a Candidate's Statement (200) and that the candidate is responsible for the cost of printing and mailing the statement as well as the translation into languages other than English. With the proposed updates to the Santa Clara County Registrar of Voters Fee Schedule introduced at the Board of Supervisors meeting on May 19, 2026, staff estimates cost of the Candidate Statement may be up to \$3,700. The federal Voting Rights Act Section 203 requirements apply to Santa Clara County and mandate that election materials be made available in four languages: Chinese, Spanish, Tagalog, and Vietnamese.

The City Council may also submit ballot measure(s) for the November 2026 election. In the event of such submission, the Council will take action through separate resolution(s) and/or ordinance(s), subsequently

submitting them to the County Board of Supervisors and Elections Department within the prescribed deadlines for inclusion on the ballot.

**PROJECT SCHEDULE/KEY MILESTONES**

The key milestones for the November 3, 2026 General Municipal Election are summarized below:

<b>Milestone</b>	<b>Target Date</b>
City Council adopts resolution calling the election	June 2, 2026
Resolution submitted to Santa Clara County (consolidation request)	By July 1, 2026
Nomination period opens	July 13, 2026
Nomination period closes	August 7, 2026
Extended nomination period for non-incumbents (if an eligible incumbent does not file)	August 12, 2026
Consolidated General Municipal Election	November 3, 2026

**FISCAL IMPACT:**

Based on the proposed updates to the Santa Clara County Registrar of Voters Fee Schedule introduced at the Board of Supervisors meeting on May 19, 2026, staff estimates that the cost of the 2026 municipal election may be \$225,000. Funding for the election is included in the FY 2026-27 Proposed Operating Budget. This estimate is preliminary and may change upon adoption of the revised fee schedule, receipt of a formal cost estimate from the Registrar of Voters, and final post-election cost allocations. Election costs are influenced by several factors, including administrative expenses, the number of registered voters, and ballot production and printing. Pursuant to Resolution No. 7597, candidates who elect to submit a Candidate Statement are responsible for the associated costs. Any ballot measure(s) placed on the November 3, 2026 ballot would result in additional election-related expenses to the City.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT:**

The calling of a municipal election is not considered a project, pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

**ATTACHMENT:**

(a) Resolution

**RESOLUTION NO. xxxx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS CALLING A GENERAL MUNICIPAL ELECTION FOR TUESDAY, NOVEMBER 3, 2026, AND REQUESTING SERVICES OF THE SANTA CLARA COUNTY REGISTRAR OF VOTERS AND CONSOLIDATION OF THE ELECTION**

**WHEREAS**, the City Council has adopted Section 1.00 of Chapter 200, Title I of the Milpitas Municipal Code pursuant to Elections Code of the State of California Section 1301, determining that all General Municipal Elections shall be held on the Statewide General Election Day; and

**WHEREAS**, pursuant to Section 1001 of the Elections Code of the State of California, there is a scheduled Statewide General Election to be held on Tuesday, November 3, 2026; and

**WHEREAS**, a General Municipal Election is necessary to fill the offices of Mayor and two (2) members of the City Council, whose terms are expiring; and

**WHEREAS**, pursuant to Part 3, Consolidation of Elections, and commencing with Section 10400 of the Elections Code of the State of California, such municipal election may be either completely or partially consolidated and held on the same day as a statewide election, upon order of this City.

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

1. Pursuant to Section 10403 of the Elections Code of the State of California, the City Council of Milpitas calls a Municipal Election to be held on Tuesday, November 3, 2026; and requests the Board of Supervisors of the County of Santa Clara to completely consolidate the election with the General Statewide election. The consolidated election will be held, regulated, and conducted in accordance with the provisions of law.

2. The offices to be voted upon at such election are as follows:

**(1) Mayor of the City of Milpitas**, full term, (2) two years;

**(2) Two Members (2) of the City Council** of the City of Milpitas, full term, (4) four years;

3. Pursuant to section 10002 of the Elections Code of the State of California, the City of Milpitas requests the services of the Board of Supervisors of the County of Santa Clara and the Registrar of Voters of the County of Santa Clara to render such services to the City as requested by the City Clerk, and shall reimburse the county for the costs incurred by the County of Santa Clara Registrar of Voters in conducting the General Statewide election for the City. The City requests the County of Santa Clara Board of Supervisors to permit the County of Santa Clara Registrar of Voters to prepare the City's election materials. The election services to be performed shall include the preparation, printing and mailing of official ballots and county voter information guides; the establishment of precincts, election ballots, return mail envelopes, ballot drop boxes, vote centers, election officers, and producing such publications as are required by law in connection therewith; the furnishing of ballots, envelopes, and other necessary supplies and materials for voting places; the canvassing of the returns of the election; the furnishing of the results of such canvassing to the City Clerk; and, the performance of other election services as may be requested by the City Clerk.

4. That the City Council of the City of Milpitas requests the Board of Supervisors of the County of Santa Clara to hold and conduct the municipal election in the manner prescribed in section 10418 of the Elections Code of the State of California, and to further provide that the Registrar of Voters canvass the returns of the municipal election. The County of Santa Clara is hereby authorized to certify the returns of the municipal election.

5. Pursuant to section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for in the City of Milpitas on November 3, 2026, may prepare a candidate's statement on an appropriate form provided by the City Clerk, as the City's Election Official, or their designee. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include the party affiliation of the candidate, nor membership or activity in partisan political organizations. Any candidate's statement submitted shall be limited to a recitation of the candidate's own personal background and qualifications and shall not in any way make reference to other candidates for that office or to another candidate's qualifications, character, or activities.

6. Each candidate shall be required to pay for the cost of printing, translating, and distributing said candidate's statement and each candidate who files such a statement shall be required to pay in advance the estimated cost of printing, handling, and mailing said candidate statement.

7. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of Santa Clara. The County is required to translate candidate's statements into the following languages: Spanish, Chinese, Vietnamese and Tagalog. The County will print and mail separate sample ballots and candidates' statements in Spanish, Chinese, Vietnamese and Tagalog to only those voters who are on the county voter file as having requested a sample ballot in a particular language. The County will make the sample ballots and candidates statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

8. That pursuant to section 10522 of the Elections Code of the State of California, a current map showing the City boundaries has been submitted to the Registrar of Voters.

9. Pursuant to section 15651 of the Elections Code of the State of California, the method of determining the winner or winners in the event of a tie vote (two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Santa Clara Registrar of Voters, the City Council of the City of Milpitas, in accordance with Section 15651(a), any tie vote shall be resolved "by lot."

10. The City Clerk shall publish a "Notice of Election" pursuant to the Elections Code of the State of California section 12101. The City Clerk is authorized, instructed and directed to prepare any documents and take any additional actions that may be necessary in order to properly and lawfully conduct the election.

11. The Vote Centers in the City of Milpitas for the municipal election on November 3, 2026, shall be open at 7:00 a.m. on the day of said election and shall remain open continuously from said time until 8:00 p.m. of the same day, when said polls shall be closed, except as provided in Elections Code of the State of California section 14401.

12. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

13. The City Clerk is hereby directed to forward certified copies of this Resolution to the Clerk of the Board of Supervisors of Santa Clara County and the Registrar of Voters of Santa Clara County promptly upon its adoption.

PASSED AND ADOPTED this 2<sup>nd</sup> day of June 2026, by the following vote:

- AYES: ( )
- NOES: ( )
- ABSENT: ( )
- ABSTAIN: ( )

ATTEST:

APPROVED:

\_\_\_\_\_  
Suzanne Guzzetta, City Clerk

\_\_\_\_\_  
Carmen Montano, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian M. Curtis, City Attorney



## CITY OF MILPITAS AGENDA REPORT (AR)

<b>Item Title:</b>	<b>Authorize the City Manager, or Designee, to Negotiate and Execute the First Amendment to the Agreement for Animal Services between the City of Milpitas and the City of San José (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)</b>
<b>Category:</b>	Consent Calendar-Leadership and Support Services
<b>Meeting Date:</b>	6/2/2026
<b>Recommendation</b>	(1) Authorize the City Manager, or designee, to negotiate and execute the first amendment to the agreement with the City of San José for the continued provision of animal services, extending the term through June 30, 2035, in a total not-to-exceed amount of \$10,282,902 in accordance with the annual payment schedule set forth in the Fiscal Impact section of this Agenda Report; and (2) Authorize the City Manager, or designee, to approve and execute amendments or change orders to the Agreement, subject to the total not-to-exceed contract amount.

**BACKGROUND:**

Since July 1, 2001, the City of San José has provided the City of Milpitas with Animal Control Services. These services include field services, sheltering, medical services, monthly reporting and animal licensing for Milpitas residents. The San José Animal Shelter Facility is located at 2750 Monterey Road, near the County Fairgrounds. On [April 4, 2023](#), the Mayor and City Council approved a three-year extension to the agreement (through June 2026) with two options for additional three year extensions which would bring the contract through June 2032. This agreement is included as Attachment A.

In late 2025, the City of San José informed City of Milpitas staff that they would be willing to exercise the next three-year extension. However, due to an internal audit of services provided versus contract costs for partner cities, they would need to increase the yearly compensation provided to the City of San José for services during for the option term.

**ANALYSIS:**

The Milpitas Municipal Code authorizes the City to contract with other agencies for the provision of animal care and control services as necessary to fulfill its regulatory and public health responsibilities. This legal framework ensures the City remains compliant with state and local mandates regarding animal welfare, licensing, and public safety. The current proposal aligns with these requirements and supports the City’s ongoing efforts to provide high-quality, cost-effective services to the community.

Per a [November 2024 report](#) from the Office of the City Auditor for the City of San José, “The revenue calculation for the Milpitas agreement did not include all the costs that were included in the revenue calculations for the Saratoga and Cupertino agreements.” Based on this auditor’s report, City of San José staff performed an analysis of animal intake at the shelter and calls for services in the field and found that, on average, the City of Milpitas accounts for approximately 5.1% of the workload volume for the City of San José Animal Care and Services team. This workload percentage was used to determine a new yearly compensation schedule as shown in the fiscal impact section of this agenda report.

The proposed renewal of the contract for animal care and services with the City of San José is necessary to ensure uninterrupted access to a comprehensive suite of animal-related services for Milpitas residents. The City of San José is uniquely positioned to provide these services due to its established infrastructure, regional expertise, and proximity, which collectively enable efficient response times and economies of scale that would be difficult for Milpitas to achieve independently.

**POLICY ALTERNATIVE(S):**

**Alternative 1: Do not extend the contract with the City of San José**

Pros: None.

Cons: The City of San José is currently the only provider with the necessary infrastructure, geographic proximity, and regulatory alignment to deliver the full scope of required animal care shelter and field services for Milpitas.

Reason for Not Recommending: The City of San José currently averages approximately 1,000 calls for services in the field and 500 animal intakes at the shelter annually for the City of Milpitas. If the contract with the City of San José is not renewed then these services will not be provided for the residents of Milpitas.

**FISCAL IMPACT:**

The increased costs for services outlined in the table have already been included in the Fiscal Year 2026-27 forecast, which was presented to the Mayor and City Council on [March 3, 2026](#) and in the proposed Fiscal Year 2026-2027 Operating Budget. Therefore, these increased costs will not have an additional impact to the General Fund.

<b>Term</b>	<b>Yearly Compensation Projected in June 2023</b>	<b>Yearly Compensation for Revised Agreement</b>
Fiscal Year 2023-2024	\$530,400	\$530,400
Fiscal Year 2024-2025	\$551,616	\$551,616
Fiscal Year 2025-2026	\$573,680.64	\$573,680.64
Fiscal Year 2026-2027	\$596,627.86	\$711,339*
Fiscal Year 2027-2028	\$620,492.97	\$859,092
Fiscal Year 2028-2029	\$645,312.68	\$893,455
Fiscal Year 2029-2030	\$671,125.18	\$929,194
Fiscal Year 2030-2031	\$671,125.18	\$966,361
Fiscal Year 2031-2032	\$697,970.18	\$1,005,016
Fiscal Year 2032-2033	\$725,888.98	\$1,045,217
Fiscal Year 2033-2034	NA	\$1,087,025
Fiscal Year 2034-2035	NA	\$1,130,506

\* The FY 2026-27 base rate is \$826,050. However, given the level of increase from prior-year pricing, San José has agreed to reduce Year 1 compensation to \$711,339; the escalator continues to be calculated from the \$826,050 Year 1 base.

Additionally, staff has negotiated ongoing prices with the City of San José if Milpitas were to identify another location for animal sheltering and only partner with the City of San José for field services. Those prices are listed below. If the City of Milpitas staff recommend shifting to an alternative shelter at some point in the future staff will return to the City Council for approval of this action:

<b>Term</b>	<b>Annual Compensation for Field Only Services Option</b>
Fiscal Year 2026-2027	\$279,161
Fiscal Year 2027-2028	\$290,327
Fiscal Year 2028-2029	\$301,940
Fiscal Year 2029-2030	\$314,018
Fiscal Year 2030-2031	\$326,578
Fiscal Year 2031-2032	\$339,641
Fiscal Year 2032-2033	\$353,227
Fiscal Year 2033-2034	\$367,356
Fiscal Year 2034-2035	\$382,050

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

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

**ATTACHMENT(s):**

(a) Current Agreement for Animal Services

# City of Milpitas

# PURCHASE ORDER

Purchasing Division  
 455 E. Calaveras Blvd.  
 Milpitas, CA 95035-5411  
 Telephone: (408) 586-3160  
 Fax: (408) 586-3170

MAIL INVOICE TO: CITY OF MILPITAS  
 ACCOUNTS PAYABLE  
 455 E. CALAVERAS BLVD.  
 MILPITAS, CA 95035-5411

INVOICE QUESTIONS : (408) 586-3127

PO NUMBER: FY 24571  
 PAGE 1 OF 1  
 DATE: 09/25/23

SHIP TO: Bill Tott  
 City of Milpitas-City Hall  
 455 E. Calaveras Blvd.  
 Milpitas, CA 95035-5411

VENDOR: San Jose, City of  
 Revenue Management  
 10362 200 E. Santa Clara St  
 San Jose CA 95113

CONTACT: Perise Samatua  
 PHONE#: 408-794-7238  
 FAX#:

FOB: DESTINATION                      SHIP VIA:                      PAYMENT TERMS:                      DATE REQUIRED:

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DESCRIPTION OF ITEM AND/OR SERVICES ORDERED
1			1.00	530,400.00	Agreement entered on June 12, 2023 for Animal Services from July 01, 2023 through June 30, 2026. This purchase order is for Year 1 of the contract and is valid through June 30, 2024. For questions regarding this purchase order, please contact Bill Tott @408.586.3263. Approved by City Council on April 04, 2023.

-----  
 TOTAL: \$530,400.00

100 5364237

\$530,400.00

PURCHASING AGENT:



CITY MANAGER:

APPROVED BY AGREEMENT

(Required Only On Orders Greater Than \$10,000)

- |   |   |
|---|---|
| 1. FURNISH TWO (2) COPIES OF THE INVOICE.   | 4. ALL MATERIAL IS TO BE DELIVERED AS SPECIFIED ABOVE.                  |
| 2. INVOICE EACH SHIPMENT SEPARATELY.  | 5. NO EXCEPTIONS UNLESS STATED ABOVE.                                   |
| 3. PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, CONTAINERS AND PACKING LISTS. | 6. ADDITIONAL TERMS AND CONDITIONS ARE STATED ON THE BACK OF THIS FORM. |



# City of Milpitas

PR 5719

## Purchase Order Requisition

Date Requested 08/31/2023	Requesting Department Building Safety and Housing	Requestor Jaclyn Imbesi	Extension 3264	Fiscal Year 2024		
Contract Name / Description Animal Service Contract						
Vendor Number 10362	Vendor Name San Jose, City of	Vendor Email perise.samatua@sanjoseca.gov	Vendor Telephone (408) 794-7238			
Vendor Address Revenue Management 200 E. Santa Clara St San Jose CA 95113		Ship to Address City of Milpitas-City Hall 455 E. Calaveras Blvd. Milpitas, CA 95035-5411				
APPROVAL SIGNATURE		APPROVAL DATE		REVIEWER INITIALS		
Department Head		Budget		REVIEW DATE		
_____ btott _____		08/31/2023		mmiranda 09/15/2023		
Line	Qty	Unit	Description	Account Number	Unit Price	Extended Price
1	1	1	City of San Jose Animal Services	100 5364237	530,400.00	530,400.00
Notes			Applicable Terms and Conditions	Sub Total:		530,400.00
			for FY24. Approved as part of	Tax:		0.00
			FY24 budget on April 4, 2023.	Total:		530,400.00
			Consent Item C6.			
<b>For Accounting Use Only</b>						
CIP Budget/Acct Code Check:				PO Entered on:	PO #:	PO Entered By:
				09/25/23	FY24571	Jessica Wutzke

**AGREEMENT FOR ANIMAL SERVICES  
BETWEEN THE CITY OF SAN JOSE  
AND THE CITY OF MILPITAS**

This AGREEMENT is made and entered into this 12th day of June, 2023, by and between the CITY OF SAN JOSE, a municipal corporation, (hereinafter “SAN JOSE”), and the CITY OF MILPITAS, a municipal corporation, (hereinafter “MILPITAS”). SAN JOSE and MILPITAS are sometimes referred to herein individually as “Party” and collectively as “Parties.”

THE PARTIES HEREBY AGREE AS FOLLOWS:

**SECTION 1. SCOPE OF SERVICES.**

SAN JOSE shall perform those services specified in detail in EXHIBIT A, entitled “SCOPE OF SERVICES”, which is attached hereto and incorporated herein.

**SECTION 2. TERM OF AGREEMENT.**

A. Initial Term.

The initial term of this AGREEMENT shall be from July 1, 2023 (“Commencement Date”) through June 30, 2026, inclusive, subject to the provisions of SECTION 8 of this AGREEMENT (“Initial Term”). Regardless of the date of execution of this AGREEMENT, this AGREEMENT is effective as of the Commencement Date.

B. Options to Extend.

The Parties may extend the term of the AGREEMENT in two (2) additional three-year increments (“Option Terms”) through June 30, 2032, subject to the appropriation of funds and to any adjustments for compensation as set forth in EXHIBIT B. The Parties shall exercise any Option Terms by executing a Notice of Exercise of Option in the form set forth in EXHIBIT C no less than one hundred and eighty days (180) days prior to the expiration of the Initial Term or the

expiration of an Option Term, whichever is applicable. All terms and conditions of this AGREEMENT shall remain in full force and effect during any and all Option Terms.

C. Appropriation of Funds.

The Parties' funding of this AGREEMENT shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations by the City Councils of SAN JOSE and MILPITAS. Accordingly, the Parties agree that the exercise of any option to extend by the Parties is contingent upon the appropriation of funds.

**SECTION 3. COMPENSATION.**

The rate and schedule of payment to be paid to SAN JOSE is set out in EXHIBIT B, entitled "COMPENSATION," which is attached hereto and incorporated herein.

**SECTION 4. INDEPENDENT CONTRACTOR RELATIONSHIP.**

This AGREEMENT shall in no way be construed to constitute SAN JOSE as the partner, legal representative, or employee of MILPITAS or MILPITAS of SAN JOSE for any purpose whatsoever, or as the agent of MILPITAS or SAN JOSE, and neither Party shall act or attempt to act or represent itself directly or by implication as having such status or relationship. The Parties shall have the relationship of independent contractors, and except as specifically provided in this AGREEMENT, each Party shall be solely responsible for all obligations and liabilities pertaining to the business, activities, and facilities of that Party. As an independent contractor, the Parties shall obtain no rights to retirement benefits or other benefits, which accrue, to the Parties' respective employees, and the Parties hereby expressly waive any claim either of them may have to any such rights.

**SECTION 5. ASSIGNABILITY.**

SAN JOSE and MILPITAS acknowledge and agree that the expertise and experience of SAN JOSE are material considerations inducing MILPITAS to enter into this AGREEMENT. MILPITAS acknowledges and accepts that a portion of the services

provided under this AGREEMENT shall be provided by a handler of dead deer and livestock, wildlife services, and/or independent veterinary doctors. Neither Party shall assign or transfer any interest in this AGREEMENT, or the performance of any obligations hereunder, other than those services provided by the handler of dead deer and livestock, wildlife services, and/or independent veterinary doctors, without the prior written consent of the other, and any attempt by either of the Parties to assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

**SECTION 6. INDEMNIFICATION.**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata as defined in Government Code section 895.6, but instead SAN JOSE and MILPITAS agree that pursuant to Government Code section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Party, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of and only to the extent of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this AGREEMENT. No Party, nor any officer, board member, employee or agent thereof shall be responsible to the extent any damage or liability occurs by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this AGREEMENT.

**SECTION 7. NONDISCRIMINATION.**

The Parties 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 8. TERM AND TERMINATION OF AGREEMENT**

### **A. Termination**

This AGREEMENT may be terminated earlier at any time:

1. Upon the written consent of both MILPITAS and SAN JOSE;
2. By either MILPITAS or SAN JOSE immediately upon notice to the other, if the other breaches any material obligation under this AGREEMENT and such breach remains unremedied for at least thirty (30) days following written notice thereof to the breaching Party;
3. Immediately upon written notice by MILPITAS to SAN JOSE if SAN JOSE has a receiver appointed for all or substantial part of its business or assets, if a bankruptcy proceeding is brought by or against SAN JOSE as a debtor, or if SAN JOSE ceases its business operations; or
4. Upon at least one hundred eighty (180) days prior written notice by MILPITAS to SAN JOSE or SAN JOSE to MILPITAS of that Party's desire to terminate this AGREEMENT. If MILPITAS does not appropriate the full amounts due to SAN JOSE under this AGREEMENT for FY 2023-2024 or on or before June 30 of the year directly preceding the fiscal year for which Animal Services, as defined in EXHIBIT A, are provided by SAN JOSE; then that action shall, as of the same June 30, constitute the start of the 180-day notice of termination of this AGREEMENT by MILPITAS pursuant to this SECTION.

### **B. Effects of Termination**

Upon the effective date of any termination of this AGREEMENT, SAN JOSE's obligation to provide Animal Services to MILPITAS under this AGREEMENT shall cease, and MILPITAS' obligation to make payments hereunder for periods of time after the effective date of termination shall cease, provided that the Parties shall have any and all remedies available under law for any breach of this

AGREEMENT. The Parties may also elect to negotiate a new agreement for the provision of Animal Services upon the effective date of termination.

**C. Termination Costs**

In the event MILPITAS elects to terminate this AGREEMENT with SAN JOSE, MILPITAS shall pay SAN JOSE the Contract Amount in EXHIBIT B at a prorated daily rate up to the date of termination.

**SECTION 9. GOVERNING LAW.**

The Parties agree that the law governing this AGREEMENT shall be that of the State of California.

**SECTION 10. COMPLIANCE WITH LAWS.**

The Parties shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

**SECTION 11. CONFIDENTIAL INFORMATION.**

All data, documents, discussions or other information developed or received by or for the Parties in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by the Parties, or as required by law.

**SECTION 12. WAIVER.**

No delay or failure of either Party to exercise or enforce at any time any right or provision of this AGREEMENT shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this AGREEMENT. The Parties agree that waiver of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by MILPITAS of the performance of any work or services by SAN JOSE shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

**SECTION 13. GIFTS.**

- A. The Parties are familiar with the prohibition against the acceptance of any gift by an officer or designated employee of SAN JOSE or MILPITAS.
  
- B. SAN JOSE agrees not to offer any MILPITAS officer or designated employee any gift prohibited by MILPITAS. MILPITAS agrees not to offer any SAN JOSE officer or designated employee any gift prohibited by SAN JOSE.
  
- C. The offer or giving of any gift prohibited by SAN JOSE or MILPITAS shall constitute a material breach of the AGREEMENT. In addition to any other remedies the Parties may have in law or equity, the Parties may terminate this AGREEMENT for such breach as provided in SECTION 8 of this AGREEMENT.

**SECTION 14. NOTICES.**

Any notices or 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 SAN JOSE:                      San José Animal Care and Services  
   2750 Monterey Rd  
   San José, CA 95111

To MILPITAS:                      City of Milpitas  
   Building Safety and Housing Department  
   455 E. Calaveras Blvd  
   Milpitas, CA 95035

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

**SECTION 15. VENUE**

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

**SECTION 16. PRIOR AGREEMENTS AND AMENDMENTS.**

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.

**SECTION 17. INTERPRETATIONS.**

In construing or interpreting this AGREEMENT, the word “including” shall not be limiting. The Parties agree that this AGREEMENT shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either Party.

**SECTION 18. INVALID PROVISIONS.**

If any provision of this AGREEMENT shall be held illegal, invalid, or unenforceable, in full or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the other provisions of this AGREEMENT shall not be affected thereby.

**SECTION 19. FURTHER DOCUMENTS.**

The Parties agree, upon request, to sign and deliver such other documents as may be reasonably required to carry out the intent and provision of this AGREEMENT.

**SECTION 20. COUNTERPART EXECUTION.**

This AGREEMENT may be executed in any number of counterparts and by each Party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

**SECTION 21. USE OF ELECTRONIC SIGNATURES.**

Unless otherwise prohibited by law or SAN JOSE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by SAN JOSE.

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**WITNESS THE EXECUTION HEREOF** on the day and year first hereinabove written.

APPROVED AS TO FORM:



Email: mmutalipassi@milpitas.gov  
Date: 06/08/2023 GMT

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**MICHAEL MUTALIPASSI**  
City Attorney

CITY OF MILPITAS, a municipal corporation



Email: akantak@milpitas.gov  
Date: 06/11/2023 GMT

By \_\_\_\_\_  
**ASHWINI KANTAK**  
Acting City Manager

APPROVED AS TO FORM:



Email: arlene.silva@sanjoseca.gov  
Date: 06/12/2023 GMT

---

**ARLENE SILVA**  
Senior Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation



Email: sarah.zarate@sanjoseca.gov  
Date: 06/12/2023 GMT

By \_\_\_\_\_  
**SARAH ZARATE**  
Director, Office of the City Manager

**EXHIBIT A**  
**SCOPE OF SERVICES**

For the consideration set forth herein, SAN JOSE shall provide to MILPITAS the Field Services, Shelter Services, and Dead Animal Services as described in this AGREEMENT. These three categories of service are sometimes collectively referred to herein as the “Animal Services,” and each category of services is sometimes hereinafter referred to as a “Program Unit.” Calls for animal-related services which are not provided by SAN JOSE shall be referred by SAN JOSE to the appropriate code enforcement agency of MILPITAS, either in writing or by electronic mail. The Animal Services shall be provided by SAN JOSE in accordance with all applicable federal, state and local laws and ordinances.

**SECTION 1. DEFINITIONS**

- A.** “Aggressive Bite” means a bite which punctures the skin or tissue of a human or another animal.
- B.** “Critically Sick or Injured Animals” means those animals that have life-threatening conditions.
- C.** “Dangerous Animal” means any animal which, because of its size, disposition or other characteristics, would constitute a danger to humans or other domestic animals, and includes any dog classified as a Level 3, 4, or 5 dangerous or potentially dangerous dog as defined in the Milpitas Municipal Code Chapter 210, or, any dog that is the perpetrator of an unprovoked bite or attack on humans or other domestic animals as documented in an Incident Report by San José Animal Care and Services or the Milpitas Police Department.
- D.** “Emergency Calls” means complaints of animal bites or attacks on humans or domestic animals that are in progress, or, where a bite or attack has occurred, where the animal remains an immediate threat to humans.
- E.** “Holidays” are New Year’s Eve, New Year’s Day, Easter Sunday, Memorial Day, July 4, Labor Day, Thanksgiving, Christmas Day, and the day before and the day after Christmas Day.

- F. "Livestock" means large domesticated agricultural animals, such as a cow, bull, steer, horse, sheep, goat, pig or other large agricultural animals.
- G. "Physical Injury" means an injury suffered as the result of an attack by a dog, including, but not limited to falls, sprains, broken bones, blunt trauma, contusions, hematomas, or other injuries.
- H. "Serious Injury" means any physical injury to a human being that results in muscle tears or disfiguring lacerations, or requires multiple sutures or corrective or cosmetic surgery.

## **SECTION 2. FIELD SERVICES**

### **A. Field Services**

SAN JOSE shall provide vehicles, communications equipment, office supplies, field and administrative personnel, and any other personnel, supplies and equipment, reasonably required to perform the following services (the "Field Services") upon a request or complaint from MILPITAS or from a person within the boundaries of MILPITAS:

1. Pick up of stray dogs, and other small domestic animals, including rabbits, chickens, turkey, geese, and ducks, and excluding confined wildlife as defined in Section 711.2 of the California Fish and Game Code, such as opossums, raccoons, skunks, or squirrels, that have been confined by MILPITAS or by a person within the boundaries of MILPITAS;
2. Pick up of dead animals, including wildlife, in accordance with SECTION 4;
3. Pick up of injured stray dogs or cats and other small domestic animals, without regard to weight, excluding birds, and injured wildlife that weigh fifty pounds (50 lbs.) or less, that are located on public property or readily accessible on private property with the consent of the property owner or the property owner's authorized agent;
4. Response to Emergency Calls;
5. Investigate complaints of animal bites or attacks on humans or other domestic animals, including the preparation of a report, interviewing the parties involved, quarantining animals which have bitten humans, preparing and transporting

biting animals for rabies testing, and investigating alleged violations of a quarantine order. An incident report is to be provided to the designated appropriate MILPITAS Code Enforcement official within five (5) business days of the incident, including licensing information for the subject animal(s).

- a) SAN JOSE will meet and conduct a personal interview(s) with the owner in order to complete the investigation and quarantine the animal as necessary.
6. Investigate and refer complaints of Dangerous or Potentially Dangerous Dogs to the appropriate Code Enforcement official in MILPITAS for resolution. Investigations shall include preparation of a report and may include interviewing the parties involved, and collecting available historical data;
7. Investigate and refer complaints of Dangerous Animals to the appropriate Code Enforcement official in MILPITAS for resolution. Investigations shall include taking a report and may include interviewing the parties involved, and collecting available historical data;
8. Respond to complaints of dogs running at large, attempt to capture them, and provide follow-up patrol if appropriate and subject to the availability of SAN JOSE staff;
9. Respond to complaints in progress of domestic animals causing a nuisance, except domestic animals making noise, and provide follow-up patrol if appropriate and subject to the availability of SAN JOSE staff;
10. Respond to police assist calls on animal-related issues which may include taking control of an animal on the scene; and
11. Investigate and refer to the appropriate Code Enforcement official in MILPITAS for resolution of complaints regarding the lack of proper care, condition, or attention of domestic animals by their owners.

#### **B. Response Time Performance Standards**

1. SAN JOSE shall make all good faith efforts to respond to complaints and requests received by SAN JOSE at a performance standard level that is no less than the following:

- a) PRIORITY 1 – Response to Emergency, Police Assist, Dangerous Animal, and Critically Sick or Injured Animal calls for assistance.
  - 1.) Response shall be twenty-four (24) hours per day, seven (7) days per week. Eighty-five percent (85%) of responses on all PRIORITY 1 calls shall occur within one (1) hour or less from the time the call for service is received by SAN JOSE staff to the time SAN JOSE personnel arrive on the scene.
- b) PRIORITY 2 – Pick up animals that were running at large and that are now confined by MILPITAS or by a person within the boundaries of MILPITAS and calls regarding urgent, but not immediately life threatening animal-related requests for assistance.
  - 1.) Eighty percent (80%) of responses on all PRIORITY 2 calls received between 7:00 a.m. and 5:00 p.m. shall be within six (6) hours or less from the time the call for service is received by SAN JOSE staff to the time SAN JOSE personnel arrive on the scene.
  - 2.) Response to calls received between the hours of 5:00 p.m. and 7:00 a.m. shall be responded to no later than 7:00 p.m. the following day.
- c) PRIORITY 3 – Response to calls relating to non-emergency attacks, non-critically injured or sick animals, quarantine calls, animals running at large, animals causing a nuisance and pick up of dead animals.
  - 1.) Seventy-five percent (75%) of responses on all PRIORITY 3 calls received between 7:00 a.m. and 5:00 p.m. shall be within twelve (12) hours or less from the time the call for service is received by SAN JOSE staff to the time SAN JOSE personnel arrive on the scene.
  - 2.) Response to calls received between the hours of 5:00 p.m. and 7:00 a.m. shall be responded to no later than 11:00 p.m. the following day.
  - 3.) Response to these complaints will only be after PRIORITY 1 and 2 complaints are met for MILPITAS. Responding to these complaints may include taking a report, contacting parties and witnesses by telephone, or dispatching personnel to the scene.

### **C. Response After Business Hours**

Between the hours of 5:00 p.m. and 7:00 a.m., SAN JOSE shall be required to respond to PRIORITY 1 calls only. The hours between 5:00 p.m. and 7:00 a.m. shall not be included in calculating the response time length for PRIORITY 2 and 3 calls when including these hours would result in a failure by SAN JOSE to meet the performance standards set forth above.

### **D. Operating Schedules**

1. SAN JOSE shall be required to respond to all complaints and requests in accordance with SECTION 2.B. and SECTION 2.C., except SAN JOSE shall respond only to PRIORITY 1 calls on Sundays.
2. Except with respect to PRIORITY 1 calls, SAN JOSE shall have no obligation to respond on Holidays or outside of the regularly scheduled shift hours of SAN JOSE. SAN JOSE shall respond to PRIORITY 1 calls twenty-four (24) hours per day, every day, including all Holidays.

### **E. Excluded Services**

While SAN JOSE may already perform some of the following services under other authority, the following services are not included in the services to be provided by SAN JOSE under this AGREEMENT:

1. Removal and disposal of dead marine animals;
2. Pick up and transportation of uninjured or healthy, living wildlife;
3. Pick up of alive or dead animals for surrender at an owner's request. SAN JOSE may provide these services and charge a fee therefore as a part of its operations separate and apart from this AGREEMENT;
4. Issuance of citations for violations in accordance with MILPITAS ordinances;
5. Investigation and resolution of activities that may be criminal in nature, such as neglect, cruelty, and animal fighting, including the preparation of documents for criminal prosecution by the District Attorney's office and testifying in court;
6. Permitting or inspection of events with animals; and
7. Investigation of complaints that only relate to domestic animals making noise.

### **SECTION 3. SHELTER SERVICES**

#### **A. Shelter Services**

SAN JOSE shall provide or under contract provide shelter facilities, supplies, animal attendants, supervisors and administrative personnel, and any other personnel, supplies and equipment, reasonably required to perform the following services (“Shelter Services”):

1. Shelter of abandoned, impounded, lost or stray domestic animals brought to the shelter by MILPITAS, its residents, or SAN JOSE personnel;
2. Quarantine of biting animals;
3. Rabies testing of suspect animals;
4. Provision for reclaim of abandoned, lost or stray domestic animals during established business hours; and
5. Euthanization and disposal of abandoned, lost, impounded, or stray domestic animals that are unclaimed by their owners and fail to meet the written health and temperament standards of San José Animal Care and Services.

#### **B. Medical Services**

As part of the Shelter Services, SAN JOSE shall provide or under contract provide office facilities, supplies, and professional and trained personnel, employed or under contract, necessary to perform the following services (“Medical Services”):

1. Provision of veterinarian services twenty-four (24) hours per day to treat and provide veterinarian care to stray, injured, or sick dogs, cats, and other impounded animals;
2. Monitor quarantined animals;
3. For a fee conduct vaccination clinics and have available, free of charge to the public, rabies control information; and
4. For a fee at the same rate established for San José residents, provide access to the SAN JOSE low cost spay and neuter clinic, if such a clinic is made available to San Jose residents.

### **C. Operating Schedules**

SAN JOSE shall provide or under contract shall provide Shelter Services for the animals twenty-four (24) hours a day, seven (7) days a week. SAN JOSE shall provide or under contract provide emergency veterinary services in accordance with Section 597 (f) of the California Penal Code.

### **SECTION 4. DEAD ANIMAL SERVICES**

SAN JOSE shall provide or under contract provide vehicles, storage facilities, disposal mechanisms, field and administrative personnel, and any other personnel, supplies and equipment reasonably required to perform the following services (“Dead Animal Services”):

1. Pick up of dead animals, including wildlife and except livestock, from streets and public property within MILPITAS, or from private property within MILPITAS with the consent of the property owner, or the property owner’s authorized agent in accordance with SECTION 2.B.1.(c);
2. Identification of and notification to the owner of the dead animal, whenever possible; and
3. Disposal of the body of the dead animal.

### **SECTION 5. RECORDS REGARDING ANIMAL SERVICES**

#### **A. Monthly Report**

SAN JOSE shall deliver to MILPITAS during the term of this AGREEMENT, and within thirty (30) days of the end of each month, a monthly Animal Control and Impound Report summarizing monthly and year-to-date services provided by SAN JOSE for MILPITAS. This report shall include, but not be limited to, the following information:

1. The total number of calls for service provided by SAN JOSE under this AGREEMENT, separated by type of service call established by SAN JOSE, so long as the numbers for the different types of PRIORITY service calls are each shown separately and as a subgroup;
2. Field Services Calls

- a) Complaints relating to animal bites or attacks, including property address.
- b) Complaints relating to Dangerous or Potentially Dangerous Dogs, including property address.

**B. Additional Reporting**

SAN JOSE shall deliver to MILPITAS during the term of this AGREEMENT, and within thirty (30) days of the end of each quarter, a report summarizing monthly and quarterly response times provided by SAN JOSE for MILPITAS. This report shall include, but not be limited to, the following information:

- 1. Monthly Response Times:
  - a) The average response time, the shortest and longest response times for calls in each of the following PRIORITIES. For PRIORITY 1, 2 and 3 calls, SAN JOSE shall report average response times, and shortest and longest response times by each type of call within that priority.
  - b) Response times for PRIORITY 1 calls shall be in minutes, rounded off to the nearest minute. Response times for PRIORITY 2 calls shall be in hours and minutes, rounded off to the nearest minute. Response times for PRIORITY 3 calls shall be in hours, rounded off to the nearest hour.
  - c) The percentage of calls grouped by PRIORITY 1, 2, and 3, that met the response time performance standards, along with the total number of responses in each priority category.
- 2. Other Reports, as determined by MILPITAS.

**SECTION 6. OTHER RESPONSIBILITIES**

**A. Delivery of Animals to SAN JOSE**

Animals to be impounded by SAN JOSE that are taken into custody by MILPITAS shall be promptly delivered to SAN JOSE's shelter or held in a humane way at a designated holding area until such animals can be picked up by SAN JOSE; provided however, that any such animal may be reclaimed as appropriate, from MILPITAS by its owner.

**B. Responsibility for Administrative Hearings**

SAN JOSE shall not be responsible for nor bear the costs of scheduling and conducting any required hearings regarding Dangerous or Potentially Dangerous Dogs. If needed or appropriate, SAN JOSE personnel shall appear at any such hearing at no additional cost to MILPITAS.

**C. Licensing**

SAN JOSE shall maintain a license database and administer license processing, issuance, and renewals on behalf of MILPITAS. Licensing information shall be included on all Incident Reports and, additionally, provided to MILPITAS on an as requested basis. SAN JOSE shall collect all associated license fees on behalf of MILPITAS, at the fee amounts set by MILPITAS. Any license fees or late fees collected from dog and cat owners in MILPITAS shall be remitted to MILPITAS on a monthly basis.

**EXHIBIT B**  
**COMPENSATION**

**A. Payment Amounts**

For all Animal Services to be provided by and for the performance of all other obligations of SAN JOSE to MILPITAS under this AGREEMENT, MILPITAS agrees to pay SAN JOSE after the execution of this AGREEMENT the sum of Five Hundred Thirty Thousand Four Hundred Dollars (\$530,400) for the period of July 1, 2023 through June 30, 2024 per the payment schedule below . Thereafter, the annual Contract Amount shall increase by four percent (4%) each fiscal year, subject to the appropriation of funds and the execution of a Notice of Exercise of Option to Extend Term in the form of Exhibit C, as follows:

<b>INITIAL TERM</b>	<b>YEARLY COMPENSATION</b>
July 1, 2023 through June 30, 2024	\$530,400.00
July 1, 2024 through June 30, 2025	\$551,616.00
July 1, 2025 through June 30, 2026	\$573,680.64

<b>1<sup>ST</sup> OPTION TERM</b>	<b>YEARLY COMPENSATION</b>
July 1, 2026 through June 30, 2027	\$596,627.86
July 1, 2027 through June 30, 2028	\$620,492.97
July 1, 2028 through June 30, 2029	\$645,312.68

<b>2<sup>ND</sup> OPTION TERM</b>	<b>YEARLY COMPENSATION</b>
July 1, 2029 through June 30, 2030	\$671,125.18
July 1, 2030 through June 30, 2031	\$697,970.18
July 1, 2031 through June 30, 2032	\$725,888.98

**B. Payment Schedule**

MILPITAS shall pay SAN JOSE the Contract Amount in twelve (12) monthly installments each fiscal year. All monthly installment payments by MILPITAS shall

be due and payable on the first day of the month and shall be delinquent on the tenth (10th) business day thereafter without demand or notice to MILPITAS. SAN JOSE will provide MILPITAS an invoice in advance at least fourteen (14) calendar days before the date that the payment is due.

**EXHIBIT C**

**NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

<b>AGREEMENT TITLE and DATE:</b>	AGREEMENT FOR ANIMAL SERVICES BETWEEN THE CITY OF SAN JOSE AND THE CITY OF MILPITAS  DATE: _____
<b>PARTIES Name and Address:</b>	CITY OF SAN JOSE ("SAN JOSE") San José Animal Care and Services ATTN: _____ 2750 Monterey Rd San José, CA 95111  CITY OF MILPITAS ("MILPITAS") Building Safety and Housing Department ATTN: _____ 455 E. Calaveras Blvd Milpitas, CA 95035
<b>DATE OF OPTION:</b>	

*(date the notice is sent must be consistent with the time for exercise set forth in Agreement)*

Pursuant to Section 2 of the Agreement referenced above, the Parties hereby exercise the option to extend the term under the following provisions:

<b>OPTION NO. ___ of 2</b>
----------------------------

**NEW OPTION TERM**

Begin date:	
End date:	

<b>MAXIMUM COMPENSATION for New Option Term:</b>	
<b>TOTAL MAXIMUM COMPENSATION:</b>	

For the option term exercised by this Notice, MILPITAS shall pay SAN JOSE an amount not to exceed the amount set forth above for SAN JOSE's services and reimbursable expenses, if any. The undersigned signing on behalf of MILPITAS hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

<p>CITY OF SAN JOSE, a municipal corporation</p> <p>By _____ Name: Title:</p>	<p>CITY OF MILPITAS, a municipal corporation</p> <p>By _____ Name: Title:</p>
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# REGULAR MEETING OF THE MILPITAS CITY COUNCIL

**MINUTES**  
**TUESDAY, APRIL 4, 2023**

The City Council of the City of Milpitas convened in a Regular Meeting of the Milpitas City Council on April 4, 2023, in the City Council Chamber at City Hall, 455 E. Calaveras Blvd., Milpitas, and via teleconference/ Zoom webinar.

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

Mayor Montano called the Regular City Council meeting to order at 5:30 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano, Vice Mayor Chua, Councilmembers Lien and Phan.  
ABSENT: Councilmember Barbadillo (5:35 pm).

City Attorney Mutalipassi announced that Councilmember Phan was requesting to participate remotely according to the just case provision of AB2449. The City Council had no comments.

Motion/Second: Vice Mayor Chua / Councilmember Lien  
AYES: Councilmembers Barbadillo, Lien, Vice Mayor Chua, and Mayor Montano

The City Council authorized Councilmember Phan's remote appearance pursuant to the emergency circumstances provision of AB2449.

City Attorney Mutalipassi announced the closed session items.

The City Council adjourned to Closed Session at 5:37 PM. Councilmember Phan arrived onsite at 5:45 pm and concluded his AB2449 virtual participation.

## **ADJOURN TO CLOSED SESSION**

### **(a) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)  
Facts and circumstances related to the expiration of a contract to which the City is a party  
City as Defendant

### **(b) CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code Section 54957.6  
Agency designated representative: Nick Raisch, Human Resources Director  
Bargaining unit: LIUNA, UPEC (Pro-Tech, MEA)

The City Council reconvened in open session at 7:25 PM

## **CLOSED SESSION ANNOUNCEMENT:**

City Attorney Mutalipassi stated there was nothing to report out.

## **PLEDGE OF ALLEGIANCE**

Councilmember Lien led the Pledge of Allegiance.

## **INVOCATION**

Vice Mayor Chua provided the invocation.

## **PRESENTATIONS**

Mayor Montano and City Councilmembers presented a proclamation in recognition of Vietnamese American Heritage Month. Ha Phan offered comments and accepted the proclamation.

Mayor Montano presented a proclamation in recognition of National Public Safety Telecommunications Week. Police Chief Hernandez and Communications Dispatch Supervisor Lena Sillas accepted the proclamation.

Mayor Montano presented a proclamation in recognition of Fair Housing Month. Joshua Anh from Project Sentinel accepted the proclamation and provided remarks.

## **PUBLIC FORUM**

There were the following public speakers:

1. Rob Means
2. Karina Dominguez
3. Osborn Way
4. Natasha Tiwari
5. Hanah Edwin
6. Roman Silivra
7. Huy Pham
8. Isaac Jones
9. Arjun Pai
10. Voltaire Montemayor

## **ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS**

City Attorney Mutalipassi asked the Mayor and City Councilmembers if they had any personal conflicts of interest. By roll call, there were no conflicts of interest (Councilmember Lien was absent). 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**

Vice Mayor Chua read the Code of Conduct.

## **APPROVAL OF AGENDA**

**Motion:** to approve the April 4, 2023 Regular Meeting Agenda.

Motion/Second: Vice Mayor Chua / Councilmember Lien

Motion carried by the following:

AYES: Councilmembers Barbadillo, Lien, Phan, Vice Mayor Chua, and Mayor Montano

NOES: None.

## **CONSENT CALENDAR**

**Motion:** to approve the Consent Calendar, pulling Items C6, C13, and C14, and C16,

**Motion/Second:** Councilmember Lien / Councilmember Phan

**Motion carried by the following:**

**AYES:** Councilmembers Barbadillo, Lien, Phan, Vice Mayor Chua, and Mayor Montano

**NOES:** None

**C1. Receive City Council Calendar of Meetings for April 2023**

Received City Council Calendar of Meetings for April 2023.

**C2. Approve City Council City Council Regular Meeting Minutes of March 21, 2023**

Approved City Council Regular Meeting minutes of March 21, 2023.

**C3. Receive the Preview List of Anticipated Items for the Next Regular City Council Meeting**

Received 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**

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

**C5. Consider Recommendation for Removal of Commissioner**

Approved the removal of Kenneth Truong from the Student – CHHS Student seat on the Arts Commission and directed the City Clerk to post the notice of unscheduled vacancy.

**C6. Approve and Authorize City Manager to Execute Three-Year Agreement with the City of San Jose for Animal Control Services**

Item pulled from Consent Calendar.

**C7. Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to DeSilva Gates Construction for Street Resurfacing Project No. 4283, 4303, 4304; and Approve Budget Change Form**

Postponed indefinitely.

**C8. Adopt a Resolution Releasing Unclaimed Checks with a Value less than \$15 in the Aggregate Amount of \$655.27**

Adopted **Resolution No. 9229** releasing unclaimed checks with a value less than \$15 and transfer a total of \$655.27 in unclaimed checks to the General Fund.

**C9. Approve an Amendment to the Professional Services Agreement with WeHOPE for Mobile Shower and Laundry Services to Add Additional Funding in the Amount of \$10,000.00, with a Total Not to Exceed Contract Amount of \$96,552.00**

Approved an amendment to the professional services agreement with WeHOPE for Mobile Shower and Laundry Services to add additional funding in the amount of \$10,000.00, with a total not to exceed contract amount of \$96,552.00.

**C10. Receive the 2022 General Plan Annual Progress Report and Authorize Submittal of the Report to the Governor’s Office of Planning and Research (OPR)**

Received the 2022 General Plan Annual Progress Report and authorize the submittal of the report to the Governor’s Office of Planning and Research (OPR).

**C11. Accept the FY 2023 Citizens’ Option for Public Safety (COPS) Grant in the Amount of \$124,855.00 for Front-Line Law Enforcement Services and Approve the Appropriation of Funds in the Total Amount of \$124,855.00 to the Police Department’s FY2022-23 Operating Budget for Front-Line Law Enforcement Services**

Accepted the FY 2023 Citizens’ Option for Public Safety (COPS) Grant in the amount of \$124,855.00 for front-line law enforcement services and approve the appropriation of funds in the total amount of \$124,855.00 to the Police Department’s FY2022-23 Operating Budget for front-line law enforcement services.

**C12. Accept Additional FY 2022 Citizens’ Option for Public Safety (COPS) Grant in the Amount of \$75,657.69 for Front-Line Law Enforcement Services to be spent in alignment with the City Council Approved FY 2022 Spending Plan; and Approve the Appropriation of Funds in the Total Amount of \$75,657.69 to the Police Department’s FY2022-23 Operating Budget for Front-Line Law Enforcement Services**

Accepted additional FY 2022 Citizens’ Option for Public Safety (COPS) Grant in the amount of \$75,657.69 for Front-Line Law Enforcement Services; and Approve the appropriation of funds in the total amount of \$75,657.69 to the Police Department’s FY2022-23 Operating Budget for Front-Line Law Enforcement Services.

**C13. Waive the Second Reading and Adopt Ordinance No. 120.50 to Amend Chapter 1 of Title VIII of the Milpitas Municipal Code Relating to Water Service Charges**

Item pulled from Consent Calendar.

**C14. Waive the Second Reading and Adopt Ordinance No. 208.55 to Amend Chapter 2 of Title VIII of the Milpitas Municipal Code Relating to Sewer Service Charges**

Item pulled from Consent Calendar.

**C15. Consider Two Fee Waiver Requests and One Donation Request from the Christian Worship Center, FAREPA, and Milpitas High School Aerotech Club**

- (1) Approved a fee waiver of \$1,500.00 for the Christian Worship Center’s Annual Community Easter Egg Hunt at Gill Park on Sunday, April 8, 2023;
- (2) Approved a fee waiver of \$830.00 for FAREPA Silicon Valley, Inc. for their ADU Workshop at the Milpitas Community Center on May 13, 2023; and
- (3) Approved a donation of \$500.00 to the Milpitas Unified School District’s Milpitas High School Aerotech Club to participate in the American Rocketry Competition on May 20, 2023.

**C16. Approve the addition of Names to City Naming Lists and Name a New City Park the Delano Manongs Park**

Item pulled from Consent Calendar.

## **PUBLIC HEARINGS**

- 17. Adopt a Resolution Approving a Site Development Permit, Conditional Use Permit, Vesting Tentative Map, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment to Allow the Development of 57 Townhome Condominiums and Associated Site Improvements on an Approximately 2.35-Acre Site Located in the Mixed-Use (MXD) Zoning District at 612 South Main Street (APNs 086-25-027, 028) Located within the Midtown Specific Plan Area and Submitted Under California Senate Bill 330 (Housing Crisis Act of 2019)**

Adopted **Resolution No. 9230** to approve 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, subject to the Conditions of Approval.

Planning Director Thomas introduced the item. Associate Planner Phung presented the report. The applicant, True Life Companies, represented by Leah Beniston, presented additional information and, and joined by staff, responded to questions from the City Council.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Nita Itchhaporia
2. Hasu Shah
3. Nitin Shah
4. Mittal Kothari
5. Voltaire Montemayor
6. Yogesh Bapna
7. Kirit Bavishi
8. Albert Lustre

Mayor Montano closed the public hearing.

After discussion, motion: to adopt **Resolution No. 9230** to approve 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, subject to the Conditions of Approval

Vice Mayor Chua asked staff to look into trees on both sides of the street.

Motion/Second: Councilmember Lien / Councilmember Phan

Motion carried by the following:

AYES: Councilmembers Lien and Phan, Vice Mayor Chua, and Mayor Montano

NOES: Councilmember Barbadillo

- 18. Conduct a Public Hearing and Introduce an Ordinance Amending Title III “Business and Professions” of the Milpitas Municipal Code to add Chapter 9 “Permits for Retailers of Tobacco Products”**

Tabled the discussion to a future meeting.

## **COMMUNITY DEVELOPMENT**

### **19. Receive Housing Report and Presentation**

Economic Development Director Andrade Housing and Neighborhood Services Administrator Musallam presented the report.

There were the following public speakers:

1. Voltaire Montemayor
2. Allysson McDonald

Economic Development Director Andrade and Assistant City Manager Kantak responded to questions from the City Council.

The City Council received the report and presentation.

## **PUBLIC SAFETY**

### **20. Receive Calendar Year 2022 Controlled Equipment Annual Report, Take Public Comment and Questions for the Purpose of Community Engagement, and Approve Proposed Acquisitions for Calendar Year 2023**

Police Chief Hernandez introduced the item and Assistant Police Chief Morales presented the report.

There were the following public speakers:

1. Voltaire Montemayor

Assistant Police Chief Morales responded to questions from the City Council.

After discussion, motion: to receive Calendar Year 2022 Controlled Equipment Annual Report and approve proposed acquisitions for Calendar Year 2023.

Motion/Second: Councilmember Phan / Councilmember Lien

Motion carried by the following:

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

NOES: None

## **ITEMS PULLED FROM THE CONSENT CALENDAR**

### **C6. Approve and Authorize City Manager to Execute Three-Year Agreement with the City of San Jose for Animal Control Services (Staff Contact: Bill Tott, Building Official, 408 586-3263)**

Building Official Tott responded to questions from the City Council.

There were the following public speakers:

1. Voltaire Montemayor

After discussion, motion: to approve and authorize the City Manager to execute a three-year service contract agreement with the City of San Jose for Animal Services in the amount of \$1,655,696.64 for fiscal years 2023-2026 with two additional three-year options.

Motion/Second: Councilmember Lien / Vice Mayor Chua

Motion carried by the following:

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

NOES: None

**C13. Waive the Second Reading and Adopt Ordinance No. 120.50 to Amend Chapter 1 of Title VIII of the Milpitas Municipal Code Relating to Water Service Charges**

**C14. Waive the Second Reading and Adopt Ordinance No. 208.55 to Amend Chapter 2 of Title VIII of the Milpitas Municipal Code Relating to Sewer Service Charges**

Vice Mayor Chua made a motion: to defer Items C13 and C14 to the next meeting.

Motion/Second: Vice Mayor Chua / Councilmember Barbadillo

Motion carried by the following:

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

NOES: None

**C16. Approve the addition of Names to City Naming Lists and Name a New City Park the Delano Manongs Park**

Councilmember Phan made a motion: to defer Item C16 and adjourn the meeting.

Motion/Second: Councilmember Phan / Vice Mayor Chua

Motion carried by the following:

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

NOES: None

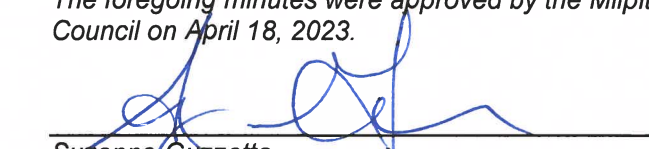
#### **ANNOUNCEMENTS AND FUTURE AGENDA ITEMS**

The item was not heard.

#### **ADJOURNMENT**

Mayor Montano adjourned the meeting at 10:44 pm

*The foregoing minutes were approved by the Milpitas City Council on April 18, 2023.*



Suzanne Guzzetta  
Milpitas City Clerk



## CITY OF MILPITAS AGENDA REPORT (AR)

<b>Item Title:</b>	<b>Adopt a Resolution to Approve Modifications to the Affordable Housing Conditions for Site Development Amendment Permit SA24-0005 and Density Bonus Permit DB24-0002 to Allow an On-site Manager’s Unit Within the Previously Approved Residential Apartment Building Located within the “ 1355 California Circle Project” (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)</b>
<b>Category:</b>	Consent Calendar-Community Development
<b>Meeting Date:</b>	6/2/2026
<b>Recommendation:</b>	Adopt a resolution approving modifications to the affordable housing conditions for Site Development Amendment Permit SA24-0005 and Density Bonus Permit DB24-0002 to allow an on-site manager’s unit within the previously approved residential apartment building located within the “1355 California Circle Project” in accordance with the City’s Affordable Housing Ordinance.

**BACKGROUND:**

The City has received a request from Waterford Property Company, developer of the residential apartment building that is part of the larger “ 1355 California Circle Project,” to permit an unrestricted on-site manager’s unit within the apartment building. The apartment building, now referred to as the California Circle Family Apartments (“Apartment Project”), was approved as a 100% affordable housing project with 75 very low and low-income rental units to meet the affordable housing requirements for the 1355 California Circle Project pursuant to City’s Affordable Housing Ordinance (Municipal Code [Title XII, Chapter 1](#)). The City approvals did not address the allowance for an on-site manager’s unit; therefore, an amendment to the affordable housing conditions for the Apartment Project is necessary.

The residential apartment building is part of a larger development that was originally approved by the City Council on [November 7, 2023](#). The development consists of two components on a 6.7-acre site: 1) 131 units of market-rate for-sale townhomes; and 2) 75 affordable rental units located in a multi-story apartment building. The City Council approved allowing all the required inclusionary units to be located in a separate apartment building pursuant to the exception provision for alternative compliance in Title XII, Chapter 1, Section 4, of the Affordable Housing Ordinance. Each component of the project will be constructed by a different developer but will generally be built concurrently.

After initial approval of the 1355 California Circle Project, the initial developer for the apartment building determined that they could not build the project as approved. In 2024, a new developer was secured to build the apartment building – Waterford Property Company, doing business as CA Circle Family Apartment LP for the Project (“Waterford”). Waterford submitted applications for a Site Development Permit Amendment (SA24-0005) and Density Bonus Permit (DB24-0002) to revise the design of the apartment building to more favorably qualify for California Municipal Finance Authority (CMFA) and other financing. While the apartment building continued to contain 75 rental units, the site plan, building design, and bedroom mix were modified, and the household affordability levels were significantly reduced to serve entirely very low and low-income households. The planning applications to amend the project were approved by the City Council on [April 15, 2025](#).

On [March 3, 2026](#), the City Council held a public hearing and authorized issuance of up to \$25 million in tax-exempt revenue bonds by the CMFA to Waterford to assist with financing the site acquisition and construction of the redesigned Apartment Project.

## **ANALYSIS:**

On May 6, 2026, Waterford submitted a letter requesting a modification of the Apartment Project to allow replacing a rent-restricted affordable housing unit with an unrestricted on-site manager's unit (Attachment (a)). Because the manager would likely be a qualified property management personnel whose income may exceed the household income criteria for the project, they are requesting a manager's unit without household income limitations. With allowance for the on-site manager's unit, the number of rent-restricted units would be reduced from 75 to 74 units.

Waterford has expressed their continuing commitment to develop and operate a 100 percent affordable housing project and meet the affordable housing requirements for the 1355 California Circle Project. These requirements are specified in Housing Conditions 25-27 of the Site Development Permit Amendment/Density Bonus Permit. The Housing Conditions pertain to compliance with the City's Affordable Housing Ordinance, and do not pertain to the regulations or standards in the City's Zoning Ordinance. No changes to the project design or any other conditions of approval for the planning entitlements are proposed with the requested modification.

Waterford's request for an on-site manager's unit is predicated on compliance with state code regulations. The referenced state code, California Code of Regulations, Title 25, Section 42, is as follows:

*"A manager, janitor, housekeeper, or other responsible person shall reside upon the premises and shall have charge of every apartment house in which there are 16 or more apartments, and of every hotel in which there are 12 or more guest rooms, in the event that the owner of an apartment house or hotel does not reside upon said premises. Only one caretaker would be required for all structures under one ownership and on one contiguous parcel of land. . . ."*

While an "on-site manager's unit" is not explicitly stated, Waterford indicates that it is a common and preferred management practice, especially for larger affordable housing projects, to have a manager reside on the premises who would be responsible for day-to-day operations, maintenance, safety, and tenant relations. The on-site manager could also be more accessible for communications with neighbors than an off-site manager. Waterford further offered that California State Density Bonus Law contemplates that 100% affordable housing projects may include a manager's unit per California Government Code Section 65915(b)(1)(G), which cites the types of projects that could qualify for a state density bonus:

*"One hundred percent of all units in the development, including total units and density bonus units, but exclusive of a manager's unit or units, are for lower income households, as defined by Section 50079.5 of the Health and Safety Code, . . ."*

Staff believe an on-site manager's unit is supportable and desirable for the Apartment Project, and that the 1355 California Circle Project would continue to comply with the Affordable Housing Ordinance. However, when the Site Development Permit Amendment/Density Bonus Permit was approved on April 15, 2026, Housing Conditions 25-27 did not include an allowance for a manager's unit. Waterford also did not raise this issue until their recent review of the Draft Affordable Housing Regulatory Agreement ("AHRA"). They are suggesting the following assurances for the manager's unit:

- The manager's unit will be occupied exclusively by a bona fide resident manager or caretaker employed by the property owner or management company to provide on-site management services.
- The unit will not be rented to or occupied by members of the public or used for any other purpose other than on-site management.
- The remaining seventy-four (74) units will continue to be restricted and made available to all low and very-low income households in full compliance with all applicable conditions of approval and regulatory requirements.

Housing staff is recommending modifications to Housing Conditions 25-27, as shown in Exhibit 1 of the attached Resolution (Attachment (b)), to allow for an unrestricted on-site manager's unit. The conditions have also been updated to reflect the distribution of the 74 affordable housing units by bedroom type and household income limits. If approved by the City Council, the Draft AHRA would be edited for consistency with the modified conditions and would incorporate the above provisions for the manager's unit.

**POLICY ALTERNATIVE(S):**

**Alternative 1:** Do not approve the resolution to permit an unrestricted on-site manager’s unit.

Pros: All 75 units in the Apartment Project would be maintained as rent-restricted affordable housing units.

Cons: An alternative would be necessary to comply with state code regulations that require a responsible person to reside on the premises. Without an on-site manager, day-to-day operations, maintenance, safety, and tenant relations could be less effective.

Reason for Not Recommending: It is advantageous to have a manager reside on the premises who would be responsible for day-to-day operations, maintenance, safety, and tenant relations. The on-site manager could also be more accessible for communications with neighbors than an off-site manager.

**PROJECT SCHEDULE/KEY MILESTONES:**

Upon City Council approval of the resolution, the City would work with Waterford to finalize the AHRA, which would clear the path for completing the CMFA and other financing and obtaining the building permits for the Apartment Project.

**FISCAL IMPACT:**

Approval of the resolution for an on-site manager’s unit would have no fiscal impact on the City.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Public Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, § 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The action entails management and operation of an approved residential development, involving no changes or expansion of the approved use, and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301. The action is a fiscal or administrative activity of public government that does not involve any commitment to any new, 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. The environmental impacts of the underlying development were adequately studied and considered by the City, and the previously certified Final Environmental Impact Report (FEIR) (SCH#2022110251) remains a sufficient environmental analysis for the underlying development, including as found most recently by City Council Resolution No. 9403. No condition for further CEQA review of the underlying development has occurred (Cal. Pub. Resources Code, § 21166; Cal. Code Regs., tit. 14, §§ 15162-15164).

**ATTACHMENTS:**

- (a) Letter from Waterford Property Company, May 6, 2026
- (b) Resolution w/ Exhibit 1



May 6<sup>th</sup>, 2026

Hanson Hom  
Senior Special Projects Associate  
City of Milpitas  
455 East Calaveras Boulevard  
Milpitas, CA 95035

**Re: Request for Approval of One Unrestricted On-Site Manager’s Unit at CA Circle Family Apartments (1397 California Circle)**

Dear Mr. Hom:

On behalf of CA Circle Family Apartments, LP (“Owner”), we respectfully submit this request for your approval to designate one (1) of the seventy-five (75) units at the affordable multi-family housing development to be located at 1397 California Circle, in the City of Milpitas, commonly known as CA Circle Family Apartments (the “Project”) as an unrestricted on-site manager’s unit. This designation is required to comply with California law and is consistent with standard practice for affordable housing developments of this size.

**I. Project Background**

On April 15, 2025, the Milpitas City Council approved Resolution No. 9403 that approved Site Development Permit Amendment SA24-005 and Density Bonus Permit DB24-0002 pertaining to the Project, providing that all units in the Project would be rented to eligible low income and very low income households. Owner remains fully committed operating the Project as a 100% affordable project under state Density Bonus Law and complying with all conditions of approval.

**II. Legal Requirement for an On-Site Manager’s Unit**

The California Code of Regulations, Title 25, Section 42, provides that every apartment house containing 16 or more units shall have a responsible person, designated by the owner, residing on the premises. The Project, with 75 units, is subject to this requirement. Consistent with this mandate, a single unit must be set aside for use by an on-site property manager or resident caretaker who will be responsible for the day-to-day operations, maintenance, and safety of the Project.

Because the manager’s unit must be available to qualified property management personnel whose income may not satisfy the income-qualification criteria applicable to the Project’s restricted units, the manager’s unit cannot be subject to the same affordability restrictions. California state Density Bonus Law specifically contemplates that 100% affordable projects may include a manager’s unit (see California Government Code Section 65915(b)(1)(G)).



### **III. Nature of the Request**

Owner respectfully requests that the City approve the designation of one (1) unit within the approved 75-unit Project as an unrestricted on-site manager's unit. Specifically, we request the following:

- The manager's unit will be occupied exclusively by a bona fide resident manager or caretaker employed by the property owner or management company to provide on-site management services.
- The unit will not be rented to or occupied by members of the general public or used for any purpose other than on-site management.
- The remaining seventy-four (74) units will continue to be restricted and made available to low and very low-income households in full compliance with all applicable conditions of approval and regulatory agreements.

### **IV. Impact on Project Affordability**

Owner recognizes that the City's approval was predicated on providing 75 affordable units. We wish to be transparent that this request would result in 74 income-restricted affordable units and 1 unrestricted manager's unit. Notwithstanding this technical reduction, the Project will continue to serve its core affordable housing mission. The manager's unit is a legal necessity, not a market-rate unit, and its occupant will provide essential services that support the long-term viability and habitability of the Project for all residents.

Owner is prepared to discuss any modifications to the Project's regulatory agreement to reflect this adjustment, and will work cooperatively with City staff to ensure all documentation accurately reflects the Project's unit mix.

### **V. Conclusion**

For the foregoing reasons, Owner requests that the City approve the designation of one (1) unit at the Project as an unrestricted on-site manager's unit, consistent with California Code of Regulations, Title 25, Section 42, and standard affordable housing practice.

We welcome the opportunity to discuss this request further and to provide any additional information the City may require. Please do not hesitate to contact Oren Hillel at 818-606-2410 or [ohillel@waterfordco.com](mailto:ohillel@waterfordco.com).

Respectfully submitted,



Oren Hillel  
Senior Director, Development  
Waterford Property Company

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING A MODIFICATION TO THE AFFORDABLE HOUSING CONDITIONS FOR SITE DEVELOPMENT PERMIT AMENDMENT NO. SA24-0005 AND DENSITY BONUS PERMIT NO. DB24-0002 TO ALLOW AN ON-SITE MANAGER’S UNIT WITHIN THE PREVIOUSLY APPROVED RESIDENTIAL APARTMENT BUILDING LOCATED WITHIN THE “1355 CALIFORNIA CIRCLE PROJECT”**

**WHEREAS**, on November 7, 2023, the City Council of the City of Milpitas approved General Plan Amendment (GP22-0001), Zoning Map Amendment (ZA22-0001), Conditional Use Permit (UP22-0001), Density Bonus Permit (DB23-0003), Tree Removal Permit (TR23-0021), and Environmental Assessment (EA22-0002 to allow development of a multi-family residential project consisting of 13 residential townhouse buildings with 131 for-sale units and one residential apartment building with 75 rental units, for a total of 206 residential units located at 1355 California Circle (“1355 California Circle Project”), submitted by Pulte Homes Company LLC; and

**WHEREAS**, the residential apartment building, commonly referred to as the CA Circle Family Apartments (“Apartment Project”) with address 1397 California Circle, is required to contain 75 income-restricted affordable units for the 1355 California Circle Project, and were approved by the City Council under the exception provisions of the City’s Affordable Housing Ordinance (Milpitas Municipal Code Title XII, Chapter 1, Section 4) that allows for the approval of alternative methods that would result in a project exceeding its affordable housing requirements, such as by providing a greater number of units and/or a lower level of affordability; and

**WHEREAS**, pursuant to the California Environmental Quality Act and CEQA Guidelines, an environmental impact report (State Clearinghouse No. 2022110251) was prepared for the 1355 California Circle Project, and on November 7, 2023, the City certified the environmental Impact report by making environmental findings and adopting a statement of overriding considerations and a mitigation monitoring program; and

**WHEREAS**, on September 12, 2024, Pulte Homes Company LLC submitted an application to the City of Milpitas to modify the physical design of the Apartment Project previously approved within the 1355 California Circle Project and to change the unit mix and lower the affordability of the units in the building to consist of very low and low income units; and Pulte further indicated that the Apartment Project and associated parcel would be separately developed and owned in fee title by Waterford Property Company (“Developer”); and

**WHEREAS**, on April 15, 2025, the City Council approved the following modifications to the 1355 California Circle Project:

1. Approved Site Development Permit Amendment (SA24-0005) and Density Bonus Permit (DB24-0002) to change the overall design of the Apartment Project by lowering the height to approximately 65 feet and five stories, increasing the floor area to 84,097 square feet, increasing the number of vehicle parking spaces to 86 spaces, changing the design, colors, and materials of the building, and allowing waivers to side and front yard setbacks, building height, and parking as permitted by State Density Bonus Law;
2. Pursuant to the City’s Affordable Housing Ordinance, approved a change in the unit mix for the Apartment Project to consist of 30 one-bedroom units, 21 two-bedroom units, and 24 three-bedroom units, with all 75 units to be reserved for very low and low income households for a minimum of 50 years; and
3. Found that the amendments to the 1355 California Circle Project were exempt pursuant to CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declaration) which is permitted when an EIR has been certified or a negative declaration adopted for a project, and therefore no subsequent EIR shall be prepared so long as the lead agency can demonstrate if changes to a project warrant a subsequent negative declaration, addendum, or no further documentation; and

**WHEREAS**, on May 6, 2026, the Developer informed the City of a requirement of California Code of Regulations, Title 25, Section 42, that requires a manager to reside on the premises of any apartment containing 16 or more units, which is also standard practice and contemplated for 100% affordable housing developments under the California State Density Bonus Law (Government Code 65915(b)(1)(G)); and to comply with this requirement, Developer is requesting approval to reserve one of the unit within the Apartment Project for an unrestricted manager's unit, which would reduce the number of income-restricted housing units from 75 to 74 units; and

**WHEREAS**, the allowance for an on-site manager's unit requires a revision to the housing conditions for the 1355 California Circle Project or, more specifically, revisions to Housing Conditions No. 25-27 pertaining to the Apartment Project that are included in Site Development Permit Amendment and Density Bonus Permit to comply with the City's Affordable Housing Ordinance; and

**WHEREAS**, on June 2, 2026, the City Council considered the request from the Developer to modify the housing conditions for the Apartment Project to allow for an unrestricted on-site manager's unit to comply with state code regulations and accommodate standard management practices for affordable housing developments; and

**WHEREAS**, the findings and conclusions made by the City Council pursuant to this Resolution are based upon the oral and written evidence before it as a whole; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

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

**SECTION 1. Recitals**

The City Council has duly considered the full record before it, which may include but is not limited to such things as the published staff report, oral and written testimony by staff, the City Council 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.

**SECTION 2. California Environmental Quality Act (CEQA)**

The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Public Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, § 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The action entails management and operation of an approved residential development, involving no changes or expansion of the approved use, and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301. The action is a fiscal or administrative activity of public government that does not involve any commitment to any new, 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. The environmental impacts of the underlying development were adequately studied and considered by the City, and the previously certified Final Environmental Impact Report (FEIR) (SCH#2022110251) remains a sufficient environmental analysis for the underlying development, including as found most recently by City Council Resolution No. 9403. No condition for further CEQA review of the underlying development has occurred (Cal. Pub. Resources Code, § 21166; Cal. Code Regs., tit. 14, §§ 15162-15164).

**SECTION 3. Severability**

If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held incorrect, invalid, illegal, or unenforceable, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed each section, subsection, phrase, or

clause thereof irrespective of the fact that any one or more sections, subsections, phrases or clauses be declared incorrect, invalid, illegal, or unenforceable.

**SECTION 4. City Council Approval**

Pursuant to the City’s Affordable Housing Ordinance (Milpitas Municipal Code Title XII, Chapter 1,) the City Council hereby approves reserving one of the units within the California Circle Family Circle Apartments for an unrestricted on-site manager’s unit, and reducing the number of rent-restricted affordable housing units to 74 units through modifications of Housing Conditions No. 25-27 of Site Development Permit Amendment No. SD24-0005 and Density Bonus Permit No. DB24-0002 (excerpt attached hereto and incorporated herein as Exhibit “1”), based on the above findings and recitals. All other Conditions of Approvals for the 1355 California Circle Project, as previously approved by the City Council on November 7, 2023, and amended on April 15, 2025, shall remain unchanged.

**PASSED AND ADOPTED** this 2nd day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Suzanne Guzzetta, City Clerk

\_\_\_\_\_  
Carmen Montano, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian M. Curtis, City Attorney

**EXHIBIT 1**

SITE DEVELOPMENT AMENDMENT PERMIT NO. SA24-0005  
 DENSITY BONUS PERMIT NO. DB24-0002  
 (excerpt)  
 MODIFIED AFFORDABLE HOUSING CONDITIONS

25. Affordable Housing Requirement: Permittee shall comply with the City’s Affordable Housing Ordinance, as set forth in Milpitas Municipal Code Section XI-1-3.00. The City Council has granted the following deviation from the City’s AHO (H):

a. Permittee shall reserve 75 apartment units ~~for either low or very low income households~~ consisting of the following unit types and household affordability levels:

<u>Unit Description</u>	<u>Units for Very Low Income Households</u>	<u>Units for Low Income Households</u>	<u>TOTAL UNITS</u>
<u>One-bedroom</u>	<u>6</u>	<u>24</u>	<u>30</u>
<u>Two-bedroom</u>	<u>4</u>	<u>16</u>	<u>20</u>
<u>Three-bedroom</u>	<u>5</u>	<u>19</u>	<u>24</u>
<u>Manager’s Unit</u>	<u>=</u>	<u>=</u>	<u>1</u>
<u>Total Units</u>	<u>15</u>	<u>59</u>	<u>75</u>

~~b. i. 30 one-bedroom units~~

~~c. ii. 21 two-bedroom units~~

~~d. ii. 24 three-bedroom units~~

e. Milpitas Municipal Code Section XII-1-3.03 requires concurrent construction of both the for sale and rental product types, shall not be applicable. Permittee agrees to diligently pursue an affordable builder, acceptable to the City of Milpitas, who will expeditiously construct the rental portion of the Project. Permittee will be limited to 85% of its units (111 units) receiving Certificates of Occupancy (or Final Planning inspection sign off), before a building permit has been issued and construction has begun on the Below Market Rate (rental product) site. At such time of the rental product has completed the first foundation pour, the remaining 15% of the Permittee’s units (20 units) shall be eligible for release for Certificates of Occupancy (or Final Planning inspection sign off).

26. Affordable Housing Agreement: Prior to final building inspection and occupancy for a project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder’s Office the City’s Affordable Housing Regulatory Agreement ~~Imposing Restrictions on Real Property~~, which Agreement shall explain the affordability requirements. The agreement shall be approved by the Milpitas City Attorney prior to recordation. (H)

27. Retaining Affordability: Developer shall agree to maintain, and the City shall ensure, continued affordability of all lower- or very low-income density bonus units for a minimum of fifty-five (~~550~~) years or a longer period of time, if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. (H)



## CITY OF MILPITAS AGENDA REPORT (AR)

<b>Item Title:</b>	<b>Authorize the City Manager, or their Designee, to Execute an Amendment to the Professional Services Agreement with Invoice Cloud, Inc. (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)</b>
<b>Category:</b>	Consent Calendar-Leadership and Support Services
<b>Meeting Date:</b>	6/2/2026
<b>Recommendation:</b>	Authorize the City Manager, or their designee, to execute an amendment to the Professional Services Agreement for Utility Electronic Bill Presentment and Payment services with Invoice Cloud, Inc. to extend the term for one year through June 30, 2027 and add \$77,197 for a revised not-to-exceed compensation of \$144,913, subject to the appropriation of funds.

**BACKGROUND:**

The City provides utility customers with secure, web-based electronic bill services through Invoice Cloud, Inc. (Invoice Cloud) These services allow customers to view, manage, and pay their water utility bills online, and approximately 30% of utility customers currently receive electronic notifications through the portal. This service supports the City's sustainability goals by reducing the volume of paper invoices and payment reminders mailed each month. The City also utilizes the Invoice Cloud platform for a small number of non-utility bills..

The City's prior multi-year agreement with Invoice Cloud expired on June 30, 2025. As Invoice Cloud is the only provider currently compatible with the City's utility billing system, on August 1, 2025 the Purchasing Agent approved a one-year sole source renewal pursuant to [Municipal Code Section I-2-3.06 \(Sole Source Procurement\)](#), conditioned on initiating a competitive procurement during the term. Following negotiation of contract terms with the vendor, the one-year Agreement – covering July 1, 2025 through June 30, 2026 at a not-to-exceed compensation of \$67,716 – was fully executed on November 26, 2025. Services continued without interruption during this period.

Additional time is needed to complete the competitive procurement, and without further action the current Agreement and services will end on June 30, 2026.

**ANALYSIS:**

On March 20, 2026, the Purchasing Agent approved a one-year extension of the sole source through June 30, 2027 pursuant to Municipal Code Section I-2-3.06 (Sole Source Procurement), to allow sufficient time to complete a competitive procurement for utility electronic bill services. Staff are requesting City Council authorization to amend the Agreement with Invoice Cloud, Inc. to extend the term by one year through June 30, 2027 and increase the not-to-exceed compensation by \$77,197, from \$67,716 to a revised not-to-exceed compensation of \$144,913.

Staff intends to release the competitive solicitation in the coming months so a successor agreement can be executed – and any customer portal transition completed, if applicable – prior to June 30, 2027.

**POLICY ALTERNATIVE(S):**

**Alternative 1:** Do not approve this amendment.

**Pros:** No additional City funds would be expended.

**Cons:** City utility customers who have opted to receive their billing electronically will lose access to the self-service portal which sends alerts to them when a new invoice is posted to their account, sends reminders when bills are due and past due, allows them to review their account online, and provides multiple payment options for them to pay their bills. This will result in a significant reduction in customer service, and the City will incur additional costs for mailing out paper invoices and reminders, which is counter to the City's sustainability goals. This will also require significantly more staff time to manually receive and process customer payments.

**Reason for Not Recommending:** If the City does not extend the Agreement, the City will no longer be able to provide electronic billing to utility customers and will have to revert to paper billing. Utility bills will not be immediately available to customers, and customers will lose the convenience of having multiple payment options.

**PROJECT SCHEDULE/KEY MILESTONES**

Following approval of this recommendation, staff will execute an amendment to the Agreement no later than June 30, 2026 to ensure no lapse in service.

**FISCAL IMPACT:**

Sufficient funds have been included in the FY 2026-27 Water and Sewer Contractual Services Proposed Operating Budgets for these services, as well as a small General Fund allocation of \$700 under Contractual Services for account access and payment fees for non-utility invoices. The FY 2026-27 Proposed Operating Budget is subject to City Council approval in June 2026.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

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

**ATTACHMENT(S):**

None.



## CITY OF MILPITAS AGENDA REPORT (AR)

<b>Item Title:</b>	<b>Adopt a Resolution Updating and Establishing Various User and Regulatory Fees for 500 of 668 Fees Reviewed as Part of the FY 2026-27 User and Regulatory Fee Study, Effective August 3, 2026 (Staff Contact: Luz Cofresi-Howe, Finance Director, 408-586-3111)</b>
<b>Category:</b>	Consent Calendar-Leadership and Support Services
<b>Meeting Date:</b>	6/2/2026
<b>Recommendation:</b>	Adopt a resolution updating and establishing user and regulatory fees for 500 of 668 fees examined in the FY 2026-27 fee study, effective August 3, 2026, and establishing an annual inflationary adjustment framework subject to City Council confirmation each fiscal year.

**BACKGROUND:**

At its [April 21, 2026](#) public hearing, the City Council directed staff to bifurcate the FY 2026-27 Proposed Schedule of User and Regulatory Fees into two tracks. The proposed user and regulatory fee schedule was developed in collaboration with ClearSource Financial Consulting (ClearSource), an independent fee study consultant retained by the City to conduct a comprehensive, Citywide cost of service analysis spanning all City departments that charge user and regulatory fees.

This consent item addresses the first track, which includes 500 fees that decrease, remain unchanged, or have an increase that is both no more than ten percent and no more than ten dollars, together with fees that fall outside this numeric increase test because their change is variable and project-based or because the change is purely a structural modification (such as a renumbering, consolidation, or split) without a numeric rate change. The ten percent and ten dollar thresholds reflect the framework presented to the City Council by staff at the April 21, 2026 public hearing as the test for distinguishing minor increases suitable for consent-track adoption from larger increases warranting individualized review. The 161 fees whose proposed increase exceeds either ten percent or ten dollars (or both) and the seven (7) proposed new fees are deferred for separate City Council action with additional analysis.

**ANALYSIS:**

Table 1 summarizes the 500 fees proposed for adoption by this recommendation and resolution, all at or below the amounts presented at the April 21, 2026 public hearing.

**Table 1 – Fees Proposed for Adoption by This Resolution**

<b>Category</b>	<b>Count</b>	<b>% of 668 Total</b>
Fees Proposed to Decrease	48	7.2%
Fees Proposed to Remain Unchanged, or Minor Increases Within Both 10% and \$10	326	48.8%
Fees with Variable Changes Based on Project Criteria (Outside Numeric Increase Test)	91	13.6%
Fee Structure Modifications (Outside Numeric Increase Test)	35	5.2%
<b>Total – Proposed for Adoption</b>	<b>500</b>	<b>74.9%</b>

Table 2 summarizes the 168 fees deferred by City Council direction at the April 21, 2026 public hearing, which are not included in this recommended action or resolution.

**Table 2 – Fees Not Included in This Resolution (Deferred for Separate Council Action)**

Category	Count	% of 668 Total
Fees Proposed to Increase by More Than 10% – FY 2025-26 Rates Carried Forward Pending Council Action	88	13.2%
Fees Proposed to Increase by More Than \$10 (Within 10%) – FY 2025-26 Rates Carried Forward Pending Council Action	73	10.9%
New Fees – Not Yet Established; Not Included in Exhibit A	7	1.0%
<b>Total – Deferred</b>	<b>168</b>	<b>25.1%</b>

The fee counts in Tables 1 and 2 differ from the April 21, 2026 agenda report for two reasons. First, that report grouped fees into six descriptive categories based on the nature of each change, while this report sorts the same fees into the two tracks the City Council directed on April 21, 2026: those adopted by this resolution and those deferred for separate action. Second, the total reflects a reconciliation of the fee count to 668 fee categories.

Table 3 demonstrates the total fee schedule being proposed in this Agenda Report by the respective Fee Schedule section:

**Table 3 – Fees by Fee Schedule Section**

Section	Total Categories	Proposed for Adoption	Deferred	% Deferred
Building Safety	206	136	70	34.0%
Planning	53	23	30	56.6%
Planning - Neighborhood Beautification	6	6	0	0.0%
Engineering	15	3	12	80.0%
Utilities	29	24	5	17.2%
Fire	80	49	31	38.8%
Ambulance	86	86	0	0.0%
Police	17	13	4	23.5%
Animal Regulation	21	21	0	0.0%
Recreation	142	130	12	8.5%
Finance / Administrative	5	2	3	60.0%
City Clerk	6	5	1	16.7%
Information Technology	2	2	0	0.0%
<b>TOTAL</b>	<b>668</b>	<b>500</b>	<b>168</b>	<b>25.1%</b>

Figures are reported by fee category rather than by individual line item. A category is counted as adopted or deferred based on the fees it contains; a single category may include both fees that change and fees that do not. Category-level totals therefore will not reconcile on a one-to-one basis against the line-item detail in the supporting fee schedule.

**Noticing** – No additional public hearing is required. All 500 fees proposed herein are at or below the amounts noticed at the April 21, 2026 public hearing. As this action narrows rather than expands the noticed scope, no supplemental noticing obligation arises under Government Code [Sections 66016](#) or [66018](#).

**Effective Date** – The originally noticed effective date of July 1, 2026 is no longer achievable from a June 2, 2026 adoption. June 2, 2026 plus the 60-day quiet period required by Government Code [Section 66017](#) yields August 1, 2026, a Saturday; the operative effective date for fees recommended to be adopted by this resolution is therefore August 3, 2026.

**Annual Inflationary Adjustment Framework** – The recommended action and resolution establish a framework under which the Finance Director will calculate proposed annual fee adjustments based on CPI-U or City labor cost inflation and present them to the City Council each fiscal year as a consent calendar item for confirmation. No new public hearing is required. The City Council retains full discretion to modify, reduce, or decline any proposed adjustment at the time of the annual consent action. This framework remains in effect until the next comprehensive fee study.

**Exhibit A** compares the current FY 2025-26 rates with the FY 2026-27 recommended rates. Unmarked rows are the 500 fees proposed for adoption. Pink-shaded rows with a red strikethrough on the Proposed Fee value are the 168 deferred fees; their FY 2025-26 rates carry forward pending separate City Council action. Four rows labeled "DUPLICATE" with a heavy strikethrough flag source-numbering typos corrected by ClearSource in the proposed, to-be-published schedule (Exhibit A).

**POLICY ALTERNATIVE(S):**

**Alternative 1: Defer adoption of all fees, including the 500 fees covered by this resolution, pending resolution of the 168 deferred fees.**

Pros: This alternative would produce a unified fee schedule action covering all 668 fees in a single resolution.

Cons: This alternative is inconsistent with the City Council's express direction at the April 21, 2026 public hearing; it would delay implementation of 500 fees already approved in concept, continue General Fund or applicable enterprise funds subsidization of individualized services, and defer 48 proposed fee decreases that would benefit applicants currently paying fees above cost of service.

Reason for Not Recommending: The City Council provided clear direction at the April 21, 2026 public hearing to bifurcate the fee schedule and return the 500-fee subset on consent. Deferring the entire schedule is inconsistent with that direction and results in unnecessary delay to fees the City Council has already reviewed through the public hearing process, including necessary fee reductions.

**PROJECT SCHEDULE/KEY MILESTONES**

<b>Milestone</b>	<b>Date</b>
First Publication of Public Hearing Notice (Gov. Code §§66016, <a href="#">6062a</a> )	April 10, 2026
Second Publication of Public Hearing Notice (Gov. Code §6062a)	April 17, 2026
Supporting Cost of Service Data Available for Public Review (Gov. Code §66016)	April 10, 2026
City Council Public Hearing	April 21, 2026
City Council Consent Calendar Action – Proposed Adoption of 500-Fee Subset	June 2, 2026
Updated Fee Schedule Effective Date (500 Fees Proposed for Adoption by This Resolution – Gov. Code §66017, 60-Day Period)	August 3, 2026
Deferred Fees (161 fees + 7 new fees) – Return for Council Action	To Be Determined

**FISCAL IMPACT:**

The fees proposed for adoption by this resolution are forecast to generate approximately \$219,000 in additional annual fee revenue. This represents a portion of the approximately \$304,000 in additional annual fee revenue forecast across all 668 fees examined in the ClearSource study. The 161 deferred higher-increase fees and the seven new fees collectively account for the remainder of that total, which will be quantified and presented to the City Council at the time of the second-track action.

The forecast revenue reflects recalibration of existing fees toward current estimated cost of service and is not intended to fund expanded service levels. Until the City Council takes final action on the 161 deferred fees, those services will continue to be subsidized by the General Fund or applicable enterprise funds, as the carried-forward FY 2025-26 rates do not reflect current estimated cost of service. The 161 deferred fees are not subject to the annual inflationary adjustment framework until final City Council action on those fees.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The City finds that the setting or revision of fees pursuant to this Resolution is exempt from environmental review under Public Resources Code Section [21080\(b\)\(8\)](#) of the California Environmental Quality Act, which provides an exemption for the establishment or modification of charges by public agencies which the public agency finds are for the purpose of meeting operating expenses.

**ATTACHMENT(S):**

- (a) Resolution
- (b) Exhibit A – Illustration of Current and Proposed Fees and Fee Schedule Changes REDLINED

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS  
UPDATING AND ESTABLISHING VARIOUS USER AND REGULATORY FEES  
FOR 500 OF 668 FEES REVIEWED AS PART OF THE FY 2026-27 USER AND  
REGULATORY FEE STUDY, EFFECTIVE AUGUST 3, 2026**

**WHEREAS**, the City of Milpitas provides a range of user and regulatory services for which it charges fees to recover all or a portion of the City costs incurred in providing those services to individual persons or entities; and

**WHEREAS**, Article XIII C, Section 1(e) of the California Constitution and Government Code Sections 66014 through 66018 authorize the City to impose fees for such services in amounts not exceeding the estimated reasonable cost of providing the services for which the fees are charged; and

**WHEREAS**, the City's practice is to conduct a comprehensive cost of service study every three to five years, supplemented by annual inflationary adjustments in intervening years, to ensure that fees remain reasonably related to the cost of providing fee-related services; and

**WHEREAS**, the last comprehensive citywide user and regulatory fee study was conducted by Matrix Consulting Group and adopted by the City Council on May 15, 2019, and the Master Fee Schedule has since been updated through annual inflationary adjustments, including the interim update adopted on June 18, 2024; and

**WHEREAS**, the City retained ClearSource Financial Consulting to conduct a new comprehensive user and regulatory fee study, the findings of which form the basis for the fee schedule presented to the City Council for consideration; and

**WHEREAS**, the Recreation and Community Services Department's cost-recovery framework was last comprehensively addressed through a separate 2019 fee study, followed by the City Council's adoption of Cost Recovery Policy 3-2 on March 16, 2021 by Resolution No. 9049, and the Recreation fees adopted herein have been established consistent with that policy; and

**WHEREAS**, including to the extent required by Government Code Sections 66016 and 66018, notice of the public hearing on the full proposed fee schedule was published in a newspaper of general circulation pursuant to Government Code Section 6062 and posted as required by law, notice was timely sent to registered interested persons consistent with Government Code Section 60019, and the supporting cost of service data was available for public review for not less than 10 days prior to the hearing; and

**WHEREAS**, the City Council conducted a duly noticed public hearing on April 21, 2026, at which all interested persons were given an opportunity to be heard on the full proposed fee schedule, including all 668 fees examined in the ClearSource study; and

**WHEREAS**, at the April 21, 2026 public hearing, the City Council directed staff to present for consent calendar action a resolution adopting 500 of the 668 proposed fees – specifically, fees proposed to decrease, fees proposed to remain unchanged or increase by no more than ten percent or ten dollars, fees with variable changes based on project criteria, and fees undergoing structural modifications – and to return with additional analysis on the 161 fees proposed to increase by more than ten percent or ten dollars and the seven proposed new fees; and

**WHEREAS**, all 500 fees adopted by this Resolution are at or below the amounts presented at the April 21, 2026 public hearing; no fee is adopted herein at a rate higher than what was publicly noticed, and accordingly no supplemental noticing or additional public hearing is required under Government Code Sections 66016 or 66018; and

**WHEREAS**, adoption of this Resolution on June 2, 2026 means that the 60-day period required by Government Code Section 66017 will expire on August 1, 2026, a Saturday, and accordingly the fees adopted herein shall be operative beginning August 3, 2026, the first business day following expiration of that period; and

**WHEREAS**, Government Code Section 66018 requires a public hearing before a city imposes a new fee or increases an existing fee, but does not require a new public hearing for ministerial adjustments made pursuant to a methodology adopted through a noticed public hearing; the City Council nonetheless finds it consistent with sound governance practice to confirm any proposed annual inflationary adjustment by consent calendar action each fiscal year, thereby retaining explicit City Council oversight of fee levels in years between comprehensive studies; and

**WHEREAS**, the 161 fees proposed to increase by more than ten percent or ten dollars are not modified by this Resolution; the previously adopted FY 2025-26 rates for those services remain in effect as the operative fees until the City Council takes further action on those fees; and

**WHEREAS**, the seven proposed new fees are not established by this Resolution; no fee currently exists for those services, and the costs associated with those services will continue to be absorbed by the General Fund or applicable enterprise funds until the City Council separately establishes fees for them; and

**WHEREAS**, the City Council finds that the fees adopted by this Resolution do not exceed the estimated reasonable cost of providing the services, activities, or materials for which the fees are charged; and

**WHEREAS**, the City Council finds that the setting or revision of fees pursuant to this Resolution is exempt from environmental review under Public Resources Code Section 21080(b)(8) of the California Environmental Quality Act, which provides an exemption for the establishment or modification of charges by public agencies which the public agency finds are for the purpose of meeting operating expenses; and

**WHEREAS**, all prerequisites for the adoption of these fee changes have been met.

**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 includes 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 Schedule of User and Regulatory Fees, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby adopted as the comprehensive schedule of all user and regulatory fees in effect upon the operative date of this Resolution. **Exhibit A** includes 500 fees adopted by this Resolution at their ClearSource-recommended rates and 161 fees for which the previously adopted FY 2025-26 rates are carried forward as the operative fees

pending separate City Council action on those fees; the latter are clearly notated in Exhibit A with strikethrough and are and not modified by this Resolution. The seven proposed new fees identified in the ClearSource study are not included in Exhibit A, as no fee currently exists for those services and none is being established by this Resolution.

- (3) The 500 fees adopted by this Resolution shall take effect on August 3, 2026, consistent with the 60-day period required by Government Code Section 66017 following adoption on June 2, 2026. These fees shall supersede all prior fees for the same services upon taking effect. The 161 deferred fees are not modified by this Resolution, and the previously adopted FY 2025-26 rates for those services continue in effect. The seven proposed new fees are not established by this Resolution.
- (4) For fees adopted by this Resolution that are designated in Exhibit A as subject to annual inflationary adjustment (fees marked "Y" in the Yearly Inflator column), the Finance Director shall calculate a proposed annual adjustment prior to each fiscal year based on the annual change in either (a) the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Bureau of Labor Statistics for the metropolitan statistical area encompassing the City of Milpitas, or any successor index thereto, or (b) the City's labor cost inflation, consistent with the methodology recommended in the ClearSource Financial Consulting fee study. The Finance Director shall present the proposed adjustment to the City Council each fiscal year as a consent calendar item for confirmation prior to the start of that fiscal year. The City Council's confirmation of the annual adjustment shall not require a new public hearing, as the methodology and authority for such adjustments were established through the noticed public hearing conducted on April 21, 2026. The City Council may, at its discretion, modify, reduce, or decline to confirm any proposed annual adjustment at the time of the consent calendar action. Fees marked "N" in the Yearly Inflator column are not subject to this framework and shall remain at the amounts set forth in Exhibit A until further action of the City Council. The 161 deferred fees are not subject to this framework until the City Council takes final action on those fees. This annual adjustment framework shall remain in effect until the City Council adopts a new comprehensive user and regulatory fee study.
- (5) Fees established by state statute or other governmental authority, as indicated in Exhibit A, shall be updated automatically to reflect amounts authorized by the applicable authority without further action of the City Council. Specifically, the ambulance service fees set forth in Exhibit A are intended to mirror fees authorized by the Santa Clara County Emergency Medical Services Agency. In the event that the Santa Clara County Emergency Medical Services Agency updates such fees subsequent to the adoption of this Resolution, the fees set forth in Exhibit A shall be deemed to reflect the updated amounts, and in the case of any discrepancy, the amounts authorized by the Santa Clara County Emergency Medical Services Agency shall supersede the amounts listed in Exhibit A. The City shall periodically examine costs to ensure that ambulance fees collected do not exceed the City's program costs of service.
- (6) If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.
- (7) This Resolution shall take effect immediately upon adoption, authorizing staff to undertake all necessary implementation activities. The fees adopted herein shall become operative on

August 3, 2026, consistent with Section 3 of this Resolution and the 60-day period required by Government Code Section 66017.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES:        ()

NOES:        ()

ABSENT:     ()

ABSTAIN:    ()

ATTEST:

APPROVED:

\_\_\_\_\_  
Suzanne Guzzetta, City Clerk

\_\_\_\_\_  
Carmen Montaña, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Curtis, City Attorney



**User and Regulatory Fees**

*Illustration of Proposed Fee Changes*

# City of Milpitas

## Schedule of User and Regulatory Fees

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**City of Milpitas**  
**BUILDING SAFETY - CONSTRUCTION**

**New Construction, Additions, Remodels**

Fee Description Occupancy Classification / Square Footage	Current Fee		Current Fee		Proposed Fee		Proposed Fee		Fee Change - Total Base Fee		Note	Yearly Inflator
	Plan Review		Inspection		Plan Review		Inspection		Proposed Total Base Fee Change (\$)	Proposed Total Base Fee Change (%)		
	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof				
1 Single-Family, Two-Family - New, Additions, Remodels, Additional Dwelling Units											[a],[b]	
100-	<del>\$297.13</del>		<del>\$486.46</del>									Y
200	\$425.71		\$729.69		<del>\$728.00</del>		<del>\$729.00</del>		\$301.60	26%		Y
300	\$618.58		\$972.92		<del>\$1,005.00</del>		<del>\$972.00</del>		\$385.49	24%		Y
400	\$1,132.92		\$1,337.77		<del>\$1,282.00</del>		<del>\$1,458.00</del>		\$269.31	11%		Y
500	\$1,390.08	\$175.15	\$1,945.85	\$194.58	<del>\$1,559.00</del>	<del>\$166.20</del>	<del>\$1,944.00</del>	<del>\$194.40</del>	\$167.07	5%		Y
1,000	\$2,265.84	\$205.73	\$2,918.77	\$194.58	<del>\$2,390.00</del>	<del>\$221.60</del>	<del>\$2,916.00</del>	<del>\$194.40</del>	\$121.39	2%		Y
1,500	\$3,294.50	\$205.73	\$3,891.69	\$291.88	<del>\$3,498.00</del>	<del>\$221.60</del>	<del>\$3,888.00</del>	<del>\$291.60</del>	\$199.80	3%		Y
2,000	\$4,323.17	\$175.15	\$5,351.08	\$389.17	<del>\$4,606.00</del>	<del>\$183.60</del>	<del>\$5,346.00</del>	<del>\$388.80</del>	\$277.75	3%		Y
2,500	\$5,198.92	\$154.30	\$7,296.93	\$389.17	<del>\$5,524.00</del>	<del>\$166.20</del>	<del>\$7,290.00</del>	<del>\$388.80</del>	\$318.15	3%		Y
3,000	\$5,970.42	\$87.58	\$9,242.78	\$170.26	<del>\$6,355.00</del>	<del>\$91.80</del>	<del>\$9,234.00</del>	<del>\$170.10</del>	\$375.80	2%		Y
4,000	\$6,846.17	\$102.87	\$10,945.39	\$243.23	<del>\$7,273.00</del>	<del>\$110.80</del>	<del>\$10,935.00</del>	<del>\$243.00</del>	\$416.43	2%		Y
5,000	\$7,874.84	\$51.43	\$13,377.70	\$121.62	<del>\$8,381.00</del>	<del>\$55.40</del>	<del>\$13,365.00</del>	<del>\$121.50</del>	\$493.46	2%		Y
Tract or Repetitive Fees	25% of Original		Same as Regular		25% of Original		Same as Regular		varies	varies		N
<b>Commercial / Multi-Family / Non- Residential - New Construction, Tenant Improvement, and Shell</b>											[a],[b]	
2 A-Assembly - New Construction												
1,500	\$4,792.00	\$69.88	\$12,237.56	\$87.41	<del>\$5,334.00</del>	<del>\$73.60</del>	<del>\$12,150.00</del>	<del>\$89.10</del>	\$454.44	3%		Y
7,500	\$8,985.01	\$99.83	\$17,482.22	\$139.86	<del>\$9,750.00</del>	<del>\$103.20</del>	<del>\$17,496.00</del>	<del>\$139.32</del>	\$778.77	3%		Y
15,000	\$16,472.52	\$89.85	\$27,971.56	\$149.18	<del>\$17,490.00</del>	<del>\$93.97</del>	<del>\$27,945.00</del>	<del>\$149.04</del>	\$990.93	2%		Y
30,000	\$29,950.03	\$16.64	\$50,348.80	\$62.94	<del>\$31,585.00</del>	<del>\$17.39</del>	<del>\$50,301.00</del>	<del>\$63.18</del>	\$1,587.17	2%		Y
75,000	\$37,437.54	\$21.96	\$78,670.00	\$25.64	<del>\$39,412.00</del>	<del>\$22.86</del>	<del>\$78,732.00</del>	<del>\$25.60</del>	\$2,036.46	2%		Y
150,000	\$53,910.05	\$35.94	\$97,900.45	\$65.50	<del>\$56,554.00</del>	<del>\$37.40</del>	<del>\$97,929.00</del>	<del>\$65.39</del>	\$2,672.50	2%		Y
3 A-Assembly - Tenant Improvement												
500	\$1,797.50	\$78.64	\$3,405.23	\$72.97	<del>\$2,113.00</del>	<del>\$77.95</del>	<del>\$3,402.00</del>	<del>\$72.90</del>	\$312.26	6%		Y
2,500	\$3,370.32	\$112.34	\$4,864.62	\$116.75	<del>\$3,672.00</del>	<del>\$117.76</del>	<del>\$4,860.00</del>	<del>\$116.64</del>	\$297.06	4%		Y
5,000	\$6,178.92	\$101.11	\$7,783.39	\$124.53	<del>\$6,616.00</del>	<del>\$103.20</del>	<del>\$7,776.00</del>	<del>\$126.36</del>	\$429.69	3%		Y
10,000	\$11,234.40	\$25.19	\$14,010.10	\$52.54	<del>\$11,776.00</del>	<del>\$19.63</del>	<del>\$14,094.00</del>	<del>\$51.84</del>	\$625.49	2%		Y
25,000	\$15,012.27	\$42.21	\$21,890.78	\$21.40	\$14,720.00	\$25.07	\$21,870.00	\$21.38	(\$313.05)	-1%		Y
50,000	\$25,565.23	\$51.13	\$27,241.86	\$54.49	\$20,988.00	\$30.37	\$27,216.00	\$54.44	(\$4,603.09)	-9%		Y

**City of Milpitas**  
**BUILDING SAFETY - CONSTRUCTION**

**New Construction, Additions, Remodels**

Fee Description Occupancy Classification / Square Footage	Current Fee		Current Fee		Proposed Fee		Proposed Fee		Fee Change - Total Base Fee		Note	Yearly Inflator
	Plan Review		Inspection		Plan Review		Inspection		Proposed Total Base Fee Change (\$)	Proposed Total Base Fee Change (%)		
	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof				
<b>4 B - Business - New Construction</b>												
1,000	\$4,531.67	\$97.83	\$8,513.08	\$91.21	<del>\$4,780.00</del>	<del>\$103.48</del>	<del>\$8,505.00</del>	<del>\$91.13</del>	\$240.25	2%		Y
5,000	\$8,444.76	\$134.84	\$12,161.55	\$145.94	<del>\$8,919.00</del>	<del>\$143.72</del>	<del>\$12,150.00</del>	<del>\$145.80</del>	\$462.70	2%		Y
10,000	\$15,186.68	\$119.90	\$19,458.47	\$155.67	<del>\$16,105.00</del>	<del>\$128.13</del>	<del>\$19,440.00</del>	<del>\$155.52</del>	\$899.84	3%		Y
20,000	\$27,176.19	\$22.13	\$35,025.25	\$65.67	<del>\$28,918.00</del>	<del>\$23.66</del>	<del>\$34,992.00</del>	<del>\$65.61</del>	\$1,708.55	3%		Y
50,000	\$33,813.87	\$34.78	\$54,726.96	\$32.11	<del>\$36,017.00</del>	<del>\$37.26</del>	<del>\$54,675.00</del>	<del>\$32.08</del>	\$2,151.17	2%		Y
100,000	\$51,203.89	\$51.20	\$70,780.20	\$70.78	<del>\$54,647.00</del>	<del>\$54.85</del>	<del>\$70,713.00</del>	<del>\$70.71</del>	\$3,375.91	3%		Y
<b>5 B - Business - Tenant Improvement</b>												
500	\$1,736.85	\$75.99	\$3,724.47	\$79.81	<del>\$2,113.00</del>	<del>\$73.60</del>	<del>\$3,888.00</del>	<del>\$72.90</del>	\$539.68	10%		Y
2,500	\$3,256.59	\$108.55	\$5,320.68	\$127.70	<del>\$3,585.00</del>	<del>\$114.28</del>	<del>\$5,346.00</del>	<del>\$126.36</del>	\$353.73	4%		Y
5,000	\$5,970.42	\$97.70	\$8,513.08	\$136.21	<del>\$6,442.00</del>	<del>\$103.20</del>	<del>\$8,505.00</del>	<del>\$136.08</del>	\$463.49	3%		Y
10,000	\$10,855.31	\$18.09	\$15,323.55	\$57.46	<del>\$11,602.00</del>	<del>\$19.63</del>	<del>\$15,309.00</del>	<del>\$58.32</del>	\$732.14	3%		Y
25,000	\$13,569.14	\$23.88	\$23,943.04	\$23.41	<del>\$14,546.00</del>	<del>\$25.07</del>	<del>\$24,057.00</del>	<del>\$23.33</del>	\$1,090.81	3%		Y
50,000	\$19,539.57	\$39.08	\$29,795.79	\$59.59	<del>\$20,814.00</del>	<del>\$41.02</del>	<del>\$29,889.00</del>	<del>\$59.38</del>	\$1,367.65	3%		Y
<b>6 E - Education - New Construction</b>												
500	\$2,038.11	\$89.17	\$4,682.20	\$100.33	<del>\$3,118.00</del>	<del>\$123.85</del>	<del>\$4,860.00</del>	<del>\$97.20</del>	\$1,257.69	19%		Y
2,500	\$3,821.46	\$127.38	\$6,688.85	\$160.53	<del>\$5,595.00</del>	<del>\$76.92</del>	<del>\$6,804.00</del>	<del>\$155.52</del>	\$1,888.69	18%		Y
5,000	\$7,006.01	\$114.64	\$10,702.16	\$171.23	<del>\$7,518.00</del>	<del>\$121.24</del>	<del>\$10,692.00</del>	<del>\$174.96</del>	\$501.83	3%		Y
10,000	\$12,738.19	\$21.23	\$19,263.89	\$72.24	<del>\$13,580.00</del>	<del>\$22.63</del>	<del>\$19,440.00</del>	<del>\$71.28</del>	\$1,017.92	3%		Y
25,000	\$15,922.74	\$28.02	\$30,099.83	\$29.43	<del>\$16,975.00</del>	<del>\$28.68</del>	<del>\$30,132.00</del>	<del>\$29.16</del>	\$1,084.43	2%		Y
50,000	\$22,928.75	\$45.86	\$37,457.56	\$74.91	<del>\$24,145.00</del>	<del>\$46.93</del>	<del>\$37,422.00</del>	<del>\$74.22</del>	\$1,180.69	2%		Y
<b>7 E - Education - Tenant Improvement</b>												
100	\$958.40	\$209.65	\$1,702.62	\$182.42	<del>\$1,282.00</del>	<del>\$277.00</del>	<del>\$1,701.00</del>	<del>\$182.25</del>	\$321.98	12%		Y
500	\$1,797.00	\$299.50	\$2,432.31	\$291.88	<del>\$2,390.00</del>	<del>\$239.00</del>	<del>\$2,430.00</del>	<del>\$291.60</del>	\$590.69	14%		Y
1,000	\$3,294.50	\$269.55	\$3,891.69	\$311.34	<del>\$3,585.00</del>	<del>\$285.70</del>	<del>\$3,888.00</del>	<del>\$340.20</del>	\$286.80	4%		Y
2,000	\$5,990.01	\$49.92	\$7,005.05	\$131.34	<del>\$6,442.00</del>	<del>\$61.20</del>	<del>\$7,290.00</del>	<del>\$121.50</del>	\$736.94	6%		Y
5,000	\$7,487.51	\$65.89	\$10,945.39	\$53.51	<del>\$8,278.00</del>	<del>\$69.96</del>	<del>\$10,935.00</del>	<del>\$53.46</del>	\$780.10	4%		Y
10,000	\$10,782.01	\$107.82	\$13,620.93	\$136.21	<del>\$11,776.00</del>	<del>\$114.48</del>	<del>\$13,608.00</del>	<del>\$136.08</del>	\$981.06	4%		Y
<b>8 F - Factory - New Construction</b>												
5,000	\$6,589.01	\$22.66	\$9,729.24	\$48.65	<del>\$6,996.00</del>	<del>\$23.90</del>	<del>\$9,720.00</del>	<del>\$48.60</del>	\$397.76	2%		Y
25,000	\$11,120.68	\$51.04	\$19,458.47	\$116.75	<del>\$11,776.00</del>	<del>\$53.88</del>	<del>\$19,440.00</del>	<del>\$116.64</del>	\$636.85	2%		Y
50,000	\$23,881.69	\$16.46	\$48,646.18	\$34.05	<del>\$25,246.00</del>	<del>\$18.08</del>	<del>\$48,600.00</del>	<del>\$34.02</del>	\$1,318.12	2%		Y
100,000	\$32,111.03	\$9.50	\$65,672.35	\$8.92	<del>\$34,284.00</del>	<del>\$10.27</del>	<del>\$65,610.00</del>	<del>\$8.91</del>	\$2,110.62	2%		Y
250,000	\$46,359.47	\$5.27	\$79,050.05	\$17.03	<del>\$49,693.00</del>	<del>\$5.61</del>	<del>\$78,975.00</del>	<del>\$17.01</del>	\$3,258.48	3%		Y
500,000	\$59,530.56	\$11.90	\$121,615.46	\$24.32	<del>\$63,717.00</del>	<del>\$12.67</del>	<del>\$121,500.00</del>	<del>\$24.30</del>	\$4,070.97	2%		Y

**City of Milpitas**  
**BUILDING SAFETY - CONSTRUCTION**

**New Construction, Additions, Remodels**

Fee Description Occupancy Classification / Square Footage	Current Fee		Current Fee		Proposed Fee		Proposed Fee		Fee Change - Total Base Fee		Note	Yearly Inflator
	Plan Review		Inspection		Plan Review		Inspection		Proposed Total Base Fee Change (\$)	Proposed Total Base Fee Change (%)		
	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof				
<b>9 F - Factory - Tenant Improvement</b>												
2,000	\$2,538.18	\$21.50	\$2,653.43	\$22.11	<del>\$2,944.00</del>	<del>\$21.86</del>	<del>\$3,159.00</del>	<del>\$18.23</del>	\$911.40	18%		Y
10,000	\$4,258.09	\$51.60	\$4,422.38	\$53.07	<del>\$4,693.00</del>	<del>\$53.50</del>	<del>\$4,617.00</del>	<del>\$51.03</del>	\$629.53	7%		Y
20,000	\$9,417.84	\$17.09	\$9,729.24	\$17.69	<del>\$10,043.00</del>	<del>\$18.88</del>	<del>\$9,720.00</del>	<del>\$18.23</del>	\$615.92	3%		Y
40,000	\$12,836.83	\$9.57	\$13,267.14	\$10.13	<del>\$13,818.00</del>	<del>\$10.45</del>	<del>\$13,365.00</del>	<del>\$10.13</del>	\$1,079.03	4%		Y
100,000	\$18,577.03	\$5.48	\$19,347.91	\$5.53	<del>\$20,086.00</del>	<del>\$5.71</del>	<del>\$19,440.00</del>	<del>\$5.59</del>	\$1,601.06	4%		Y
200,000	\$24,056.02	\$12.03	\$24,875.89	\$12.43	<del>\$25,800.00</del>	<del>\$12.55</del>	<del>\$25,029.00</del>	<del>\$12.57</del>	\$1,897.09	4%		Y
<b>10 H - Hazardous Materials - New Construction</b>												
1,000	\$5,180.22	\$113.32	\$9,577.22	\$102.61	<del>\$5,888.00</del>	<del>\$119.50</del>	<del>\$9,720.00</del>	<del>\$97.20</del>	\$850.56	6%		Y
5,000	\$9,712.92	\$161.88	\$13,681.74	\$164.18	<del>\$10,668.00</del>	<del>\$169.68</del>	<del>\$13,608.00</del>	<del>\$165.24</del>	\$881.34	4%		Y
10,000	\$17,807.02	\$145.69	\$21,890.78	\$175.13	<del>\$19,152.00</del>	<del>\$154.80</del>	<del>\$21,870.00</del>	<del>\$174.96</del>	\$1,324.20	3%		Y
20,000	\$32,376.40	\$26.98	\$39,403.41	\$73.88	<del>\$34,632.00</del>	<del>\$28.86</del>	<del>\$39,366.00</del>	<del>\$73.71</del>	\$2,218.19	3%		Y
50,000	\$40,470.50	\$35.61	\$61,567.83	\$30.10	<del>\$43,290.00</del>	<del>\$37.61</del>	<del>\$61,479.00</del>	<del>\$30.13</del>	\$2,730.68	3%		Y
100,000	\$58,277.51	\$58.28	\$76,617.74	\$76.62	<del>\$62,094.00</del>	<del>\$61.55</del>	<del>\$76,545.00</del>	<del>\$76.70</del>	\$3,743.74	3%		Y
<b>11 H - Hazardous Materials - Tenant Improvement</b>												
1,000	\$2,590.11	\$56.66	\$5,107.85	\$54.73	<del>\$2,944.00</del>	<del>\$57.58</del>	<del>\$5,103.00</del>	<del>\$54.68</del>	\$349.04	5%		Y
5,000	\$4,856.46	\$80.94	\$7,296.93	\$87.56	<del>\$5,247.00</del>	<del>\$84.84</del>	<del>\$7,290.00</del>	<del>\$87.48</del>	\$383.61	3%		Y
10,000	\$8,903.51	\$72.85	\$11,675.08	\$93.40	<del>\$9,489.00</del>	<del>\$78.27</del>	<del>\$11,664.00</del>	<del>\$92.34</del>	\$574.41	3%		Y
20,000	\$16,188.20	\$13.49	\$21,015.15	\$39.40	<del>\$17,316.00</del>	<del>\$14.43</del>	<del>\$20,898.00</del>	<del>\$39.69</del>	\$1,010.65	3%		Y
50,000	\$20,235.25	\$17.81	\$32,836.17	\$16.05	<del>\$21,645.00</del>	<del>\$18.98</del>	<del>\$32,805.00</del>	<del>\$16.04</del>	\$1,378.58	3%		Y
100,000	\$29,138.76	\$29.14	\$40,862.80	\$40.86	<del>\$31,134.00</del>	<del>\$31.05</del>	<del>\$40,824.00</del>	<del>\$40.82</del>	\$1,956.45	3%		Y
<b>12 I - Licensed Clinics - New Construction</b>												
2,000	\$3,113.80	\$34.06	\$6,384.81	\$34.20	<del>\$3,672.00</del>	<del>\$37.89</del>	<del>\$6,561.00</del>	<del>\$33.41</del>	\$734.39	8%		Y
10,000	\$5,838.37	\$48.65	\$9,121.16	\$54.73	<del>\$6,703.00</del>	<del>\$52.47</del>	<del>\$9,234.00</del>	<del>\$53.46</del>	\$977.47	7%		Y
20,000	\$10,703.68	\$43.79	\$14,593.86	\$58.38	<del>\$11,950.00</del>	<del>\$48.32</del>	<del>\$14,580.00</del>	<del>\$58.32</del>	\$1,232.47	5%		Y
40,000	\$19,461.23	\$8.11	\$26,268.94	\$24.63	<del>\$21,613.00</del>	<del>\$8.89</del>	<del>\$26,244.00</del>	<del>\$24.71</del>	\$2,126.83	5%		Y
100,000	\$24,326.54	\$10.70	\$41,045.22	\$10.03	<del>\$26,947.00</del>	<del>\$11.60</del>	<del>\$41,067.00</del>	<del>\$9.96</del>	\$2,642.24	4%		Y
200,000	\$35,030.22	\$17.52	\$51,078.49	\$25.54	<del>\$38,549.00</del>	<del>\$18.99</del>	<del>\$51,030.00</del>	<del>\$25.36</del>	\$3,470.29	4%		Y
<b>13 I - Licensed Clinics - Tenant Improvement</b>												
1,000	\$1,257.65	\$27.51	\$2,660.34	\$28.50	<del>\$2,390.00</del>	<del>\$50.65</del>	<del>\$3,888.00</del>	<del>\$54.68</del>	\$2,360.01	60%		Y
5,000	\$2,358.09	\$39.30	\$3,800.48	\$45.61	<del>\$4,416.00</del>	<del>\$68.22</del>	<del>\$6,075.00</del>	<del>\$68.04</del>	\$4,332.42	70%		Y
10,000	\$4,323.17	\$35.37	\$6,080.77	\$48.65	<del>\$7,827.00</del>	<del>\$61.65</del>	<del>\$9,477.00</del>	<del>\$70.47</del>	\$6,900.06	66%		Y
20,000	\$7,860.31	\$6.55	\$10,945.39	\$20.52	<del>\$13,992.00</del>	<del>\$11.66</del>	<del>\$16,524.00</del>	<del>\$32.40</del>	\$11,710.30	62%		Y
50,000	\$9,825.39	\$8.65	\$17,102.17	\$8.36	<del>\$17,490.00</del>	<del>\$15.65</del>	<del>\$26,244.00</del>	<del>\$13.12</del>	\$16,806.44	62%		Y
100,000	\$14,148.56	\$14.15	\$21,282.71	\$21.29	<del>\$25,317.00</del>	<del>\$25.61</del>	<del>\$32,805.00</del>	<del>\$33.41</del>	\$22,690.73	64%		Y

**City of Milpitas**  
**BUILDING SAFETY - CONSTRUCTION**

**New Construction, Additions, Remodels**

Fee Description Occupancy Classification / Square Footage	Current Fee		Current Fee		Proposed Fee		Proposed Fee		Fee Change - Total Base Fee		Note	Yearly Inflator
	Plan Review		Inspection		Plan Review		Inspection		Proposed Total Base Fee Change (\$)	Proposed Total Base Fee Change (%)		
	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof				
<b>14 M - Mercantile - New Construction</b>												
500	\$2,575.95	\$112.70	\$5,320.68	\$114.01	<del>\$3,118.00</del>	<del>\$123.85</del>	<del>\$5,346.00</del>	<del>\$121.50</del>	\$567.37	7%		Y
2,500	\$4,829.91	\$161.00	\$7,600.97	\$182.42	<del>\$5,595.00</del>	<del>\$165.56</del>	<del>\$7,776.00</del>	<del>\$174.96</del>	\$940.12	8%		Y
5,000	\$8,854.84	\$144.90	\$12,161.55	\$194.58	<del>\$9,734.00</del>	<del>\$151.00</del>	<del>\$12,150.00</del>	<del>\$194.40</del>	\$867.61	4%		Y
10,000	\$16,099.71	\$26.83	\$21,890.78	\$82.09	<del>\$17,284.00</del>	<del>\$28.86</del>	<del>\$21,870.00</del>	<del>\$82.62</del>	\$1,163.50	3%		Y
25,000	\$20,124.64	\$35.42	\$34,204.35	\$33.44	<del>\$21,613.00</del>	<del>\$36.85</del>	<del>\$34,263.00</del>	<del>\$33.05</del>	\$1,547.01	3%		Y
50,000	\$28,979.48	\$57.96	\$42,565.41	\$85.13	<del>\$30,825.00</del>	<del>\$60.30</del>	<del>\$42,525.00</del>	<del>\$84.12</del>	\$1,805.11	3%		Y
<b>15 M - Mercantile - Tenant Improvement</b>												
250	\$1,182.84	\$103.50	\$2,128.27	\$91.21	<del>\$1,559.00</del>	<del>\$91.80</del>	<del>\$2,187.00</del>	<del>\$97.20</del>	\$434.89	13%		Y
1,250	\$2,217.82	\$147.85	\$3,040.39	\$145.94	<del>\$2,477.00</del>	<del>\$162.08</del>	<del>\$3,159.00</del>	<del>\$136.08</del>	\$377.79	7%		Y
2,500	\$4,066.00	\$133.07	\$4,864.62	\$155.67	<del>\$4,503.00</del>	<del>\$139.92</del>	<del>\$4,860.00</del>	<del>\$155.52</del>	\$432.38	5%		Y
5,000	\$7,392.73	\$24.64	\$8,756.31	\$65.67	<del>\$8,001.00</del>	<del>\$28.17</del>	<del>\$8,748.00</del>	<del>\$64.80</del>	\$599.95	4%		Y
12,500	\$9,240.92	\$32.53	\$13,681.74	\$26.76	<del>\$10,114.00</del>	<del>\$34.63</del>	<del>\$13,608.00</del>	<del>\$27.22</del>	\$799.34	3%		Y
25,000	\$13,306.92	\$53.22	\$17,026.16	\$68.10	<del>\$14,443.00</del>	<del>\$56.67</del>	<del>\$17,010.00</del>	<del>\$69.28</del>	\$1,119.91	4%		Y
<b>16 R-1 - Residential Hotels - New Construction</b>												
2,000	\$11,525.10	\$126.06	\$29,263.72	\$156.77	<del>\$12,536.00</del>	<del>\$135.93</del>	<del>\$29,160.00</del>	<del>\$157.95</del>	\$907.18	2%		Y
10,000	\$21,609.57	\$180.08	\$41,805.32	\$250.83	<del>\$23,410.00</del>	<del>\$190.10</del>	<del>\$41,796.00</del>	<del>\$250.29</del>	\$1,791.12	3%		Y
20,000	\$39,617.54	\$162.07	\$66,888.50	\$267.55	<del>\$42,420.00</del>	<del>\$173.84</del>	<del>\$66,825.00</del>	<del>\$267.30</del>	\$2,738.95	3%		Y
40,000	\$72,031.90	\$30.01	\$120,399.31	\$112.87	<del>\$77,187.00</del>	<del>\$32.12</del>	<del>\$120,285.00</del>	<del>\$113.00</del>	\$5,040.80	3%		Y
100,000	\$90,039.87	\$39.62	\$188,123.92	\$45.99	<del>\$96,458.00</del>	<del>\$42.42</del>	<del>\$188,082.00</del>	<del>\$45.93</del>	\$6,376.21	2%		Y
200,000	\$129,657.41	\$64.83	\$234,109.76	\$117.05	<del>\$138,878.00</del>	<del>\$69.42</del>	<del>\$234,009.00</del>	<del>\$116.90</del>	\$9,119.82	3%		Y
<b>17 R-1 - Residential Hotels - Tenant Improvement</b>												
500	\$2,739.74	\$119.86	\$6,810.47	\$145.94	<del>\$2,944.00</del>	<del>\$129.00</del>	<del>\$6,804.00</del>	<del>\$145.80</del>	\$197.80	2%		Y
2,500	\$5,137.01	\$171.23	\$9,729.24	\$233.50	<del>\$5,524.00</del>	<del>\$180.76</del>	<del>\$9,720.00</del>	<del>\$233.28</del>	\$377.76	3%		Y
5,000	\$9,417.84	\$154.11	\$15,566.78	\$249.07	<del>\$10,043.00</del>	<del>\$167.62</del>	<del>\$15,552.00</del>	<del>\$247.86</del>	\$610.38	2%		Y
10,000	\$17,123.35	\$28.54	\$28,020.20	\$105.08	<del>\$18,424.00</del>	<del>\$30.71</del>	<del>\$27,945.00</del>	<del>\$105.30</del>	\$1,225.45	3%		Y
25,000	\$21,404.19	\$37.67	\$43,781.57	\$42.81	<del>\$23,030.00</del>	<del>\$40.17</del>	<del>\$43,740.00</del>	<del>\$42.77</del>	\$1,584.24	2%		Y
50,000	\$30,822.03	\$61.64	\$54,483.73	\$108.97	<del>\$33,073.00</del>	<del>\$65.73</del>	<del>\$54,432.00</del>	<del>\$108.86</del>	\$2,199.24	3%		Y
<b>18 R-2 - Residential Multi-Family - New Construction</b>												
2,000	\$24,107.16	\$12.62	\$37,244.74	\$199.53	<del>\$26,109.00</del>	<del>\$14.74</del>	<del>\$37,179.00</del>	<del>\$200.48</del>	\$1,936.11	3%		Y
10,000	\$25,116.39	\$209.30	\$53,206.76	\$319.24	<del>\$27,288.00</del>	<del>\$220.57</del>	<del>\$53,217.00</del>	<del>\$318.33</del>	\$2,181.84	3%		Y
20,000	\$46,046.72	\$188.37	\$85,130.82	\$340.52	<del>\$49,345.00</del>	<del>\$201.54</del>	<del>\$85,050.00</del>	<del>\$340.20</del>	\$3,217.46	2%		Y
40,000	\$83,721.30	\$34.88	\$153,235.48	\$143.66	<del>\$89,652.00</del>	<del>\$37.66</del>	<del>\$153,090.00</del>	<del>\$143.78</del>	\$5,785.22	2%		Y
100,000	\$104,651.63	\$46.05	\$239,430.44	\$58.53	<del>\$112,247.00</del>	<del>\$49.35</del>	<del>\$239,355.00</del>	<del>\$58.32</del>	\$7,519.93	2%		Y
200,000	\$150,698.34	\$75.35	\$297,957.88	\$148.98	<del>\$161,592.00</del>	<del>\$80.75</del>	<del>\$297,675.00</del>	<del>\$148.45</del>	\$10,610.77	2%		Y

**City of Milpitas**  
**BUILDING SAFETY - CONSTRUCTION**

**New Construction, Additions, Remodels**

Fee Description Occupancy Classification / Square Footage	Current Fee		Current Fee		Proposed Fee		Proposed Fee		Fee Change - Total Base Fee		Note	Yearly Inflator
	Plan Review		Inspection		Plan Review		Inspection		Proposed Total Base Fee Change (\$)	Proposed Total Base Fee Change (%)		
	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof				
<b>19 R-2 - Residential Multi-Family - Tenant Improvement</b>												
500	\$3,487.86	\$152.59	\$7,448.95	\$159.62	<del>\$3,775.00</del>	<del>\$170.55</del>	<del>\$7,533.00</del>	<del>\$157.95</del>	\$371.19	3%		Y
2,500	\$6,539.73	\$217.99	\$10,641.35	\$255.39	<del>\$7,186.00</del>	<del>\$225.08</del>	<del>\$10,692.00</del>	<del>\$252.72</del>	\$696.91	4%		Y
5,000	\$11,989.51	\$196.19	\$17,026.16	\$272.42	<del>\$12,813.00</del>	<del>\$211.94</del>	<del>\$17,010.00</del>	<del>\$272.16</del>	\$807.32	3%		Y
10,000	\$21,799.11	\$36.33	\$30,647.10	\$114.93	<del>\$23,410.00</del>	<del>\$38.09</del>	<del>\$30,618.00</del>	<del>\$115.02</del>	\$1,581.79	3%		Y
25,000	\$27,248.89	\$47.96	\$47,886.09	\$46.82	<del>\$29,124.00</del>	<del>\$51.25</del>	<del>\$47,871.00</del>	<del>\$46.66</del>	\$1,860.02	2%		Y
50,000	\$39,238.41	\$78.48	\$59,591.58	\$119.18	<del>\$41,937.00</del>	<del>\$83.87</del>	<del>\$59,535.00</del>	<del>\$118.76</del>	\$2,642.02	3%		Y
<b>20 R-4 - Care / Assisted Living - New Construction</b>												
2,000	\$7,036.37	\$76.96	\$15,962.03	\$85.51	<del>\$7,550.00</del>	<del>\$83.99</del>	<del>\$16,038.00</del>	<del>\$85.05</del>	\$589.60	3%		Y
10,000	\$13,193.20	\$109.94	\$22,802.90	\$136.82	<del>\$14,269.00</del>	<del>\$115.31</del>	<del>\$22,842.00</del>	<del>\$136.08</del>	\$1,114.91	3%		Y
20,000	\$24,187.53	\$98.95	\$36,484.64	\$145.94	<del>\$25,800.00</del>	<del>\$105.97</del>	<del>\$36,450.00</del>	<del>\$145.80</del>	\$1,577.84	3%		Y
40,000	\$43,977.32	\$18.32	\$65,672.35	\$61.57	<del>\$46,994.00</del>	<del>\$19.65</del>	<del>\$65,610.00</del>	<del>\$61.56</del>	\$2,954.33	3%		Y
100,000	\$54,971.65	\$24.19	\$102,613.05	\$25.08	<del>\$58,786.00</del>	<del>\$25.80</del>	<del>\$102,546.00</del>	<del>\$25.03</del>	\$3,747.31	2%		Y
200,000	\$79,159.17	\$39.58	\$127,696.24	\$63.85	<del>\$84,586.00</del>	<del>\$42.22</del>	<del>\$127,575.00</del>	<del>\$63.71</del>	\$5,305.59	3%		Y
<b>21 R-4 - Care / Assisted Living - Tenant Improvement</b>												
1,000	\$3,427.20	\$74.97	\$8,513.08	\$91.21	<del>\$3,775.00</del>	<del>\$85.28</del>	<del>\$8,505.00</del>	<del>\$91.13</del>	\$339.71	3%		Y
5,000	\$6,426.01	\$107.10	\$12,161.55	\$145.94	<del>\$7,186.00</del>	<del>\$112.54</del>	<del>\$12,150.00</del>	<del>\$145.80</del>	\$748.45	4%		Y
10,000	\$11,781.01	\$96.39	\$19,458.47	\$155.67	<del>\$12,813.00</del>	<del>\$105.97</del>	<del>\$19,440.00</del>	<del>\$155.52</del>	\$1,013.51	3%		Y
20,000	\$21,420.02	\$17.85	\$35,025.25	\$65.67	<del>\$23,410.00</del>	<del>\$19.05</del>	<del>\$34,992.00</del>	<del>\$65.61</del>	\$1,956.72	3%		Y
50,000	\$26,775.03	\$23.56	\$54,726.96	\$26.76	<del>\$29,124.00</del>	<del>\$25.63</del>	<del>\$54,675.00</del>	<del>\$26.73</del>	\$2,297.01	3%		Y
100,000	\$38,556.04	\$38.56	\$68,104.66	\$68.10	<del>\$41,937.00</del>	<del>\$41.93</del>	<del>\$68,040.00</del>	<del>\$68.04</del>	\$3,316.30	3%		Y
<b>22 S-1 - Storage Moderate Hazard - New Construction</b>												
1,000	\$4,191.50	\$91.69	\$7,981.01	\$85.51	<del>\$4,780.00</del>	<del>\$103.48</del>	<del>\$8,019.00</del>	<del>\$85.05</del>	\$626.49	5%		Y
5,000	\$7,859.05	\$130.98	\$11,401.45	\$136.82	<del>\$8,919.00</del>	<del>\$138.18</del>	<del>\$11,421.00</del>	<del>\$136.08</del>	\$1,079.50	6%		Y
10,000	\$14,408.27	\$117.89	\$18,242.32	\$145.94	<del>\$15,828.00</del>	<del>\$125.36</del>	<del>\$18,225.00</del>	<del>\$145.80</del>	\$1,402.42	4%		Y
20,000	\$26,196.85	\$21.83	\$32,836.17	\$61.57	<del>\$28,364.00</del>	<del>\$23.66</del>	<del>\$32,805.00</del>	<del>\$61.56</del>	\$2,135.98	4%		Y
50,000	\$32,746.06	\$28.82	\$51,306.52	\$25.08	<del>\$35,463.00</del>	<del>\$30.61</del>	<del>\$51,273.00</del>	<del>\$25.27</del>	\$2,683.42	3%		Y
100,000	\$47,154.32	\$47.15	\$63,848.12	\$63.85	<del>\$50,769.00</del>	<del>\$50.09</del>	<del>\$63,909.00</del>	<del>\$64.33</del>	\$3,675.56	3%		Y

**City of Milpitas**  
**BUILDING SAFETY - CONSTRUCTION**

**New Construction, Additions, Remodels**

Fee Description Occupancy Classification / Square Footage	Current Fee		Current Fee		Proposed Fee		Proposed Fee		Fee Change - Total Base Fee		Note	Yearly Inflator
	Plan Review		Inspection		Plan Review		Inspection		Proposed Total Base Fee Change (\$)	Proposed Total Base Fee Change (%)		
	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof				
<b>23 S-2 - Storage Low Hazard - New Construction</b>												
1,000	\$2,305.02	\$50.42	\$4,682.20	\$50.17	<del>\$4,780.00</del>	<del>-\$103.48</del>	<del>\$8,019.00</del>	<del>-\$85.05</del>	\$5,811.78	83%		Y
5,000	\$4,321.91	\$72.03	\$6,688.85	\$80.27	<del>\$8,919.00</del>	<del>-\$138.18</del>	<del>\$11,421.00</del>	<del>-\$136.08</del>	\$9,329.24	85%		Y
10,000	\$7,923.51	\$64.83	\$10,702.16	\$85.62	<del>\$15,828.00</del>	<del>-\$125.36</del>	<del>\$18,225.00</del>	<del>-\$145.80</del>	\$15,427.33	83%		Y
20,000	\$14,406.38	\$12.01	\$19,263.89	\$36.12	<del>\$28,364.00</del>	<del>-\$23.66</del>	<del>\$32,805.00</del>	<del>-\$61.56</del>	\$27,498.73	82%		Y
50,000	\$18,007.97	\$15.85	\$30,099.83	\$14.72	<del>\$35,463.00</del>	<del>-\$30.61</del>	<del>\$51,273.00</del>	<del>-\$25.27</del>	\$38,628.20	80%		Y
100,000	\$25,931.48	\$25.93	\$37,457.56	\$37.46	<del>\$50,769.00</del>	<del>-\$50.09</del>	<del>\$63,909.00</del>	<del>-\$64.33</del>	\$51,288.96	81%		Y
<b>24 S - Storage - Tenant Improvement</b>												
500	\$1,706.52	\$74.66	\$2,926.37	\$62.71	<del>\$2,113.00</del>	<del>-\$73.60</del>	<del>\$2,916.00</del>	<del>-\$60.75</del>	\$396.10	9%		Y
2,500	\$3,199.73	\$106.66	\$4,180.53	\$100.33	<del>\$3,585.00</del>	<del>-\$114.28</del>	<del>\$4,131.00</del>	<del>-\$106.92</del>	\$335.74	5%		Y
5,000	\$5,866.17	\$95.99	\$6,688.85	\$107.02	<del>\$6,442.00</del>	<del>-\$106.68</del>	<del>\$6,804.00</del>	<del>-\$106.92</del>	\$690.98	6%		Y
10,000	\$10,665.77	\$17.78	\$12,039.93	\$45.15	<del>\$11,776.00</del>	<del>-\$19.63</del>	<del>\$12,150.00</del>	<del>-\$43.74</del>	\$1,220.30	5%		Y
25,000	\$13,332.21	\$23.46	\$18,812.39	\$18.39	<del>\$14,720.00</del>	<del>-\$25.77</del>	<del>\$18,711.00</del>	<del>-\$18.47</del>	\$1,286.40	4%		Y
50,000	\$19,198.38	\$38.40	\$23,410.98	\$46.82	<del>\$21,162.00</del>	<del>-\$42.17</del>	<del>\$23,328.00</del>	<del>-\$47.01</del>	\$1,880.64	4%		Y
<b>25 U - Utility - Misc - New Construction</b>												
150	\$988.73	\$144.19	\$1,809.03	\$129.22	<del>\$1,646.00</del>	<del>-\$167.50</del>	<del>\$1,944.00</del>	<del>-\$162.00</del>	\$792.24	28%		Y
750	\$1,853.87	\$205.99	\$2,584.33	\$206.75	<del>\$2,651.00</del>	<del>-\$159.33</del>	<del>\$2,916.00</del>	<del>-\$162.00</del>	\$1,128.81	25%		Y
1,500	\$3,398.75	\$185.39	\$4,134.93	\$220.53	<del>\$3,846.00</del>	<del>-\$190.47</del>	<del>\$4,131.00</del>	<del>-\$226.80</del>	\$443.32	6%		Y
3,000	\$6,179.55	\$34.33	\$7,442.87	\$93.04	<del>\$6,703.00</del>	<del>-\$32.71</del>	<del>\$7,533.00</del>	<del>-\$91.80</del>	\$613.58	5%		Y
7,500	\$7,724.44	\$45.32	\$11,629.48	\$37.90	<del>\$8,175.00</del>	<del>-\$50.33</del>	<del>\$11,664.00</del>	<del>-\$38.88</del>	\$485.08	3%		Y
15,000	\$11,123.19	\$74.16	\$14,472.24	\$96.48	<del>\$11,950.00</del>	<del>-\$82.37</del>	<del>\$14,580.00</del>	<del>-\$98.97</del>	\$934.57	4%		Y
<b>26 U - Utility - Misc - Tenant Improvement</b>												
100	\$659.15	\$144.19	\$1,276.96	\$136.82	<del>\$1,005.00</del>	<del>-\$160.25</del>	<del>\$1,458.00</del>	<del>-\$121.50</del>	\$526.89	27%		Y
500	\$1,235.91	\$205.99	\$1,824.23	\$218.91	<del>\$1,646.00</del>	<del>-\$183.60</del>	<del>\$1,944.00</del>	<del>-\$194.40</del>	\$529.86	17%		Y
1,000	\$2,265.84	\$185.39	\$2,918.77	\$233.50	<del>\$2,564.00</del>	<del>-\$202.60</del>	<del>\$2,916.00</del>	<del>-\$243.00</del>	\$295.39	6%		Y
2,000	\$4,119.70	\$34.33	\$5,253.79	\$98.51	<del>\$4,590.00</del>	<del>-\$30.60</del>	<del>\$5,346.00</del>	<del>-\$97.20</del>	\$562.51	6%		Y
5,000	\$5,149.63	\$45.32	\$8,209.04	\$40.13	<del>\$5,508.00</del>	<del>-\$47.80</del>	<del>\$8,262.00</del>	<del>-\$38.88</del>	\$411.33	3%		Y
10,000	\$7,415.46	\$74.16	\$10,215.70	\$102.16	<del>\$7,898.00</del>	<del>-\$78.22</del>	<del>\$10,206.00</del>	<del>-\$98.97</del>	\$472.84	3%		Y
<b>27 Shell Building</b>												
5,000	\$6,227.59	\$27.25	\$11,705.49	\$25.08	<del>\$6,719.00</del>	<del>-\$30.39</del>	<del>\$11,664.00</del>	<del>-\$25.52</del>	\$449.92	3%		Y
25,000	\$11,676.74	\$38.92	\$16,722.13	\$40.13	<del>\$12,797.00</del>	<del>-\$40.93</del>	<del>\$16,767.00</del>	<del>-\$39.85</del>	\$1,165.13	4%		Y
50,000	\$21,407.36	\$35.03	\$26,755.40	\$42.81	<del>\$23,030.00</del>	<del>-\$37.61</del>	<del>\$26,730.00</del>	<del>-\$42.77</del>	\$1,597.24	3%		Y
100,000	\$38,922.46	\$6.49	\$48,159.72	\$18.06	<del>\$41,824.00</del>	<del>-\$6.88</del>	<del>\$48,114.00</del>	<del>-\$18.14</del>	\$2,865.81	3%		Y
250,000	\$48,653.08	\$8.56	\$75,249.57	\$7.36	<del>\$52,154.00</del>	<del>-\$9.07</del>	<del>\$75,330.00</del>	<del>-\$7.29</del>	\$3,581.35	3%		Y
500,000	\$70,060.44	\$14.01	\$93,643.91	\$18.73	<del>\$74,836.00</del>	<del>-\$14.84</del>	<del>\$93,555.00</del>	<del>-\$18.56</del>	\$4,686.66	3%		Y

[a] Amounts exclude City of Milpitas standard permitting fees and State of California fees.

[b] Each fee listed in this schedule is based on the estimated service time required to perform a standard service request. Additional fees may be charged on an hourly basis should the staff time spent exceed the allotted time based on the fees charged.

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflation
<b>MISCELLANEOUS FEES - RESIDENTIAL</b>									[b]
<b>Combination Permits</b>									
1 Attached Garage - 1 to 3 cars	\$1,466	\$1,457	\$1,457	100%		(\$9)	-1%	[a]	Y
2 Detached Garage or Accessory Structure	\$1,260	\$1,457	<del>\$1,457</del>	100%		\$197	16%	[a]	Y
3 Bathroom Remodel (1 or more if inspected at same time)	\$1,074	\$1,059	\$1,059	100%		(\$15)	-1%	[a]	Y
4 Kitchen Remodel	\$1,074	\$1,059	\$1,059	100%		(\$15)	-1%	[a]	Y
5 Kitchen and Bathroom Remodel (1 or more bathroom if inspected at same time)	\$1,560	\$1,545	\$1,545	100%		(\$16)	-1%	[a]	Y
6 Patio Enclosure / Sunroom	\$1,446	\$1,440	\$1,440	100%		(\$6)	0%	[a]	Y
7 Garage conversion	\$1,381	\$1,371	\$1,371	100%		(\$11)	-1%	[a]	Y
8 Green House	\$1,138	\$1,128	\$1,128	100%		(\$10)	-1%	[a]	Y
9 Patio Cover	\$1,138	\$1,128	\$1,128	100%		(\$10)	-1%	[a]	Y
10 Window, Skylight or Exterior Door Replacement									
a) Frame to remain (Retrofit) (1-9)	\$952	\$209	\$209	100%		(\$744)	-78%	[a]	Y
b) Frame to remain (Retrofit) (10+)	\$952	\$330	\$330	100%		(\$622)	-65%	[a]	Y
c) Frame replaced (1-3)	\$952	\$330	\$330	100%		(\$622)	-65%	[a]	Y
d) Frame replaced (4-10)	\$952	\$573	\$573	100%		(\$379)	-40%	[a]	Y
e) Frame replaced (11-20)	\$952	\$816	\$816	100%		(\$136)	-14%	[a]	Y
f) Frame replaced (20+)	\$952	\$1,059	<del>\$1,059</del>	100%		\$107	11%	[a]	Y
<b>Miscellaneous Construction</b>									
11 Wood Fences over 7' high, concrete / masonry over 4' high	\$847	\$850	\$850	100%		\$3	0%	[a]	Y
12 Sound Wall	\$1,470	\$1,492	<del>\$1,492</del>	100%		\$22	1%	[a]	Y
13 Structural Roof Conversions	\$2.26 per SF	\$1,232	\$1,232	100%		varies	varies	[a]	Y
14 AC Condenser Replacement	\$304	\$304	\$304	100%		(\$0)	0%		Y
15 Furnace Replacement	\$365	\$365	\$365	100%		(\$0)	0%		Y
16 Water Heater Replacement	\$365	\$365	\$365	100%		(\$0)	0%		Y

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
17 Solar Permit									
a) 15kW or less	\$450		\$450			\$0	0%		N
b) Above 15kW – base	\$450		\$450		base	\$0	0%		N
c) Above 15kW – per kW	\$15		\$15		per kW	\$0	0%		N
18 Solar Thermal									
a) 10kWth or less	\$450		\$450			\$0	0%		N
b) 10kWth or more - base	\$450		\$450		base	\$0	0%		N
c) 10kWth or more – per kWth	\$15		\$15		per kWth	\$0	0%		N
19 Fireplace reconstruction	\$719	\$712	\$712	100%		(\$8)	-1%	[a]	Y
20 Siding/stucco replacement	\$608	\$608	\$608	100%		(\$1)	0%		Y
21 Seismic Strengthening	\$719	\$712	\$712	100%		(\$8)	-1%	[a]	Y
22 Demolition Permit									
a) Accessory Structures Demolition	\$598	\$399	\$399	100%		(\$198)	-33%	[a]	Y
b) Interior Non-Structural Demolition	\$598	\$469	\$469	100%		(\$129)	-22%	[a]	Y
c) Total Building Demolition	\$598	\$712	<del>\$712</del>	100%		\$114	19%	[a]	Y
23 Miscellaneous Construction Not Listed									
a) Permit Issuance Fee		\$174	\$174	100%		varies	varies		Y
b) Plan Review and Inspection	See hourly rates for Plan Review and Inspection		See hourly rates for Plan Review and Inspection			varies	varies		N
<b>MISCELLANEOUS FEES - MULTI-FAMILY AND COMMERCIAL</b>									[b]
<b>Miscellaneous Construction</b>									
24 Permit Issuance Fee	\$208	\$174	\$174	100%		(\$34)	-17%		Y
25 Equipment Installation									
a) Each Type - Plan Review	\$514	\$554	<del>\$554</del>	100%		\$40	8%		Y
b) Each 2 pieces or fraction thereof - Inspection	\$486	\$486	\$486	100%		(\$0)	0%		Y
26 Racks, each type									
a) Each Rack Type	\$879	\$919	<del>\$919</del>	100%		\$39	4%		Y
b) Each 5 racks or fraction thereof	\$243	\$243	\$243	100%		(\$0)	0%		Y
27 Roof Screen	\$1,122	\$1,162	<del>\$1,162</del>	100%		\$39	3%	[a]	Y

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
28 Fences	\$1,122	\$1,162	<del>\$1,162</del>	100%		\$39	3%	[a]	Y
29 Monument Sign									
a) Each Piece - Not Electrical	\$744	\$763	<del>\$763</del>	100%		\$19	3%	[a]	Y
b) Each Piece - Including Electrical	\$930	\$954	<del>\$954</del>	100%		\$24	3%	[a]	Y
30 Wall Mounted Sign									
a) Not Electrical	\$500	\$520	<del>\$520</del>	100%		\$20	4%	[a]	Y
b) Including Electrical	\$686	\$711	<del>\$711</del>	100%		\$24	4%	[a]	Y
31 Solar Permit									
a) 50kW or less	\$1,000		\$1,000			\$0	0%		N
b) 50kW – 250kW – Base	\$1,000		\$1,000		base	\$0	0%		N
c) 50kW – 250kW – per kW above 50kW	\$7		\$7		per kW	\$0	0%		N
d) Above 250kW – base	\$2,400		\$2,400		base	\$0	0%		N
e) Above 250kW – per kW	\$5		\$5		per kW	\$0	0%		N
32 Solar Thermal									
a) 30kWth or less	\$1,000		\$1,000			\$0	0%		N
b) 30kWth – 260kWth – Base	\$1,000		\$1,000		base	\$0	0%		N
c) 30kWth – 260kWth – per kWth above 30kWth	\$7		\$7		per kWth	\$0	0%		N
d) 260+ kWth – Base	\$2,610		\$2,610		base	\$0	0%		N
e) 260+ kWth – per kWth above 260kWth	\$5		\$5		per kWth	\$0	0%		N
33 Demolition Permit									
a) Equipment Demolition:									
i) First 4 Pieces	\$598	\$260	\$260	100%		(\$338)	-56%	[a]	Y
ii) Fee for Each Additional 4 Pieces or Fraction Thereof	\$598	\$122	\$122	100%		(\$476)	-80%	[a]	Y
b) Interior Non-Structural Demolition	\$598	\$625	<del>\$625</del>	100%		\$27	4%	[a]	Y
c) Total Building Demolition	\$598	\$868	<del>\$868</del>	100%		\$270	45%	[a]	Y
34 Window, Skylight or Exterior Door Replacement									
a) Plan Check Fee - (min. 1 hr) - per hour	varies	\$277	\$277	100%	per hour	varies	varies		Y
b) Inspection Fee									
i) up to 2	varies	\$486	\$486	100%		varies	varies		Y
ii) 3-10	varies	\$972	\$972	100%		varies	varies		Y
iii) above 10 - base	varies	\$972	\$972	100%		varies	varies		Y
iv) above 10 - each 10 or fraction thereof	varies	\$243	\$243	100%		varies	varies		Y

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
35 Kiosks									
a) Plan Check Fee - (min. 1 hr) - per hour	varies	\$277	\$277	100%	per hour	varies	varies		Y
b) Inspection Fee									
i) up to 200 sq ft	varies	\$243	\$243	100%		varies	varies		Y
ii) above 200 sq ft	varies	\$486	\$486	100%		varies	varies		Y
36 Miscellaneous Construction Not Listed	See hourly rates for Plan Review and Inspection		See hourly rates for Plan Review and Inspection			varies	varies		N
<b>Other Plan Check, Inspection and Permit Fees</b>									
37 Certificate of Occupancy (inspection, record review, printing)									
a) Tenant space up to 400 sq ft	\$252	\$252	\$252	100%		\$0	0%		Y
b) Tenant space over 400 sq ft	\$756	\$738	\$738	100%		(\$18)	-2%		Y
38 Temporary Building Permit Issuance ***	\$466	\$451	\$451	100%		(\$15)	-3%		Y
39 Accessibility Exception Request	\$619	\$641	<del>\$641</del>	100%		\$22	4%		Y
40 Christmas Tree Lot	\$347	\$330	\$330	100%		(\$17)	-5%		Y
41 Faithful Performance Bond Execution	\$361	\$364	\$364	100%		\$3	1%		Y
42 Inspection Investigation Fee (Construction w/o Permits, Per MMC)	100% of insp. Fee		100% of insp. Fee			varies	varies		N
<b>RESIDENTIAL, MULTI-FAMILY, COMMERCIAL, AND MEP FEES</b>									
<b>Grading</b>									
43 Permit Issuance Fee	\$208	\$174	\$174	100%		(\$34)	-17%		Y
44 Plan Check									
a) 0 - 10,000 Cubic Yards	\$514	\$554	<del>\$554</del>	100%		\$40	8%		Y
b) Add for each additional 10,000 CY or fraction thereof	\$129	\$139	\$139	100%		\$10	8%		Y
c) Over 100,000 Cubic Yards	\$1,672	\$1,801	<del>\$1,801</del>	100%		\$129	8%		Y
d) Over 100,000 Cubic Yards – add for each additional 10,000 CY or fraction thereof	\$64	\$69	\$69	100%		\$5	8%		Y
45 Inspection									
a) 0 - 10,000 Cubic Yards	\$851	\$851	\$851	100%		(\$1)	0%		Y
b) Add for each additional 10,000 CY or fraction thereof	\$122	\$122	\$122	100%		(\$0)	0%		Y
c) Over 100,000 Cubic Yards	\$1,946	\$1,944	\$1,944	100%		(\$2)	0%		Y
d) Over 100,000 Cubic Yards – add for each additional 10,000 CY or fraction thereof	\$61	\$61	\$61	100%		(\$0)	0%		Y

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
<b>Site Improvement</b>									
46 Permit Issuance	\$208	\$174	\$174	100%		(\$34)	-17%		Y
47 Plan Check									
a) 0-50,000 SF	\$2,572	\$2,770	<del>\$2,770</del>	100%		\$198	8%		Y
b) 50,001-100,000 SF	\$3,600	\$3,878	<del>\$3,878</del>	100%		\$278	8%		Y
c) 100,001-500,000 SF	\$10,287	\$11,080	<del>\$11,080</del>	100%		\$793	8%		Y
d) 500,001+ SF	\$1.54	\$1.66	\$1.66	100%	per 100 SF	\$0.12	8%		Y
48 Inspection									
a) 0-50,000 SF	\$3,892	\$3,888	\$3,888	100%		(\$4)	0%		Y
b) 50,001-100,000 SF	\$5,838	\$5,832	\$5,832	100%		(\$6)	0%		Y
c) 100,001-500,000 SF	\$12,162	\$12,150	\$12,150	100%		(\$12)	0%		Y
d) 500,001+ SF	\$2.03	\$2.03	\$2.03	100%	per 100 SF	(\$0.00)	0%		Y
<b>Pools or Spas</b>									
49 Swimming Pool or Spa									
a) Private	\$1,105	\$1,127	<del>\$1,127</del>	100%		\$22	2%	[a]	Y
b) Public	\$1,741	\$2,167	<del>\$2,167</del>	100%		\$426	24%	[a]	Y
50 Swimming Pool and Spa Together									
a) Private	\$1,849	\$1,890	<del>\$1,890</del>	100%		\$41	2%	[a]	Y
b) Public	\$2,914	\$2,930	<del>\$2,930</del>	100%		\$16	1%	[a]	Y
51 Existing Pools / Spas – Repair or Renovation	\$605	\$607	\$607	100%		\$2	0%	[a]	Y

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflation
<b>Re-Roofing</b>									
52 Single-Family and Two-Family	\$712	\$695	\$695	100%		(\$18)	-3%	[c]	Y
53 Multi-Family, Residential, each building									
a) Roof Area - 1,000 SF or Less	\$1,145	\$695	\$695	100%		(\$450)	-39%		Y
b) Roof Area - 1,001 SF - 3,500 SF	\$1,145	\$1,181	<del>\$1,181</del>	100%		\$36	3%		Y
c) Roof Area - 3,501 SF - 7,000 SF	\$1,145	\$1,788	<del>\$1,788</del>	100%		\$643	56%		Y
d) Roof Area - 7,001 SF - 14,000 SF	\$1,145	\$2,882	<del>\$2,882</del>	100%		\$1,737	152%		Y
e) Roof Area - 14,001+ SF									
i) Base Fee for First 14,000 SF Roof Area	\$1,145	\$2,882	<del>\$2,882</del>	100%		\$1,737	152%		Y
ii) Fee for Each Additional 100 SF or Fraction Thereof		\$16	\$16	100%		<del>\$16</del>	varies		Y
54 Commercial/Industrial, each building									
a) Roof Area - 1,000 SF or Less	\$1,449	\$938	\$938	100%		(\$512)	-35%		Y
b) Roof Area - 1,001 SF - 3,500 SF	\$1,449	\$1,545	<del>\$1,545</del>	100%		\$96	7%		Y
c) Roof Area - 3,501 SF - 7,000 SF	\$1,449	\$2,274	<del>\$2,274</del>	100%		\$825	57%		Y
d) Roof Area - 7,001 SF - 14,000 SF	\$1,449	\$3,611	<del>\$3,611</del>	100%		\$2,162	149%		Y
e) Roof Area - 14,001+ SF									
i) Base Fee for First 14,000 SF Roof Area	\$1,449	\$3,611	<del>\$3,611</del>	100%		\$2,162	149%		Y
ii) Fee for Each Additional 100 SF or Fraction Thereof		\$20	\$20	100%		<del>\$20</del>	varies		Y
<b>Miscellaneous Fee</b>									
55 Change of Address	\$709	\$694	\$694	100%	per request	(\$15)	-2%		Y
56 Extension of Plan Check	\$104	\$87	\$87	100%		(\$17)	-17%		Y
57 Extension of Permit	\$104	\$87	\$87	100%		(\$17)	-17%		Y
58 Records Research	\$104	\$87	\$87	100%		(\$17)	-17%		Y
59 Records Research with Documentation, per Address	\$156	\$131	\$131	100%	per address	(\$26)	-17%		Y
60 Report of Monthly or Yrly Bldg Permit Activity (no charge to public agencies)	\$104	\$87	\$87	100%		(\$17)	-17%		Y
61 Re-issuing of Building Permit Card	\$69	\$58	\$58	100%		(\$11)	-17%		Y
62 Alternative Materials or Methods of Construction	\$772	\$831	<del>\$831</del>	100%		\$59	8%		Y

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflation
<b>Other Plan Check and Inspection Permit Fees</b>									
63 Inspection Investigation Fee (Construction w/o Permits, Per MMC)	100% of insp. Fee		100% of insp. Fee			varies	varies		N
64 Reinspection Fee - per reinspection	\$365	\$365	\$365	100%	per reinspection	(\$0)	0%		Y
<del>65 Demolition Permit</del>	<del>\$598</del>							<del>{}</del>	
65 <del>Revision / Deferred Submittal Plan Check - per hour</del>	<del>\$257</del>	<del>\$277</del>	<del>\$277</del>	<del>100%</del>	<del>per hour</del>	<del>\$20</del>	<del>8%</del>	<del></del>	<del>Y</del>
<b>DUPLICATE</b>									
66 Digitizing									
a) Document Size up to 11"x17"									
i) 1st 10 pages	\$1		\$1		each	\$0	0%		N
ii) Each additional page	\$0.50		\$0.50		each	\$0.00	0%		N
b) Document Size Larger than 11"x17"	\$4		\$4		per page	\$0	0%		N
<b>Hourly Rates</b>									
67 Hourly Rates - Normal Business Hours									
a) Plan Check	\$257	\$277	<del>\$277</del>	100%		\$20	8%		Y
b) Inspection	\$243	\$243	\$243	100%		(\$0)	0%		Y
68 Hourly Rates - Afterhours (Overtime)									
a) Plan Check	\$308	\$332	<del>\$332</del>	100%		\$25	8%		Y
b) Inspection	\$289	\$292	\$292	100%		\$2	1%		Y
<b>Standard Permitting Fees</b>									
69 Community Planning Fee - % of Building Permit	5.00%		5.00%				0.00%		N
70 Technology Fee - % of Building Permit	3.80%		3.80%				0.00%		N

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflater
<b>State Fees</b>									
71 Strong Motion Instrumentation and Seismic Hazard Mapping Fees: *									
a) Category 1 - Residential - Min Fee = \$0.50	Val. x 0.00013		Val. x 0.00013			\$0	0%		N
b) Category 2 - All Other Buildings - Min Fee = \$0.50	Val. x 0.00028		Val. x 0.00028			\$0	0%		N
72 Building Standards Administration Special Revolving Fund: *									
Permit Valuation									
a) \$1-\$25,000	\$1		\$1			\$0	0%		N
b) \$25,001 - \$50,000	\$2		\$2			\$0	0%		N
c) \$50,001 - \$75,000	\$3		\$3			\$0	0%		N
d) \$75,001 - \$100,000	\$4		\$4			\$0	0%		N
e) Every \$25,000 or fraction thereof above \$100,000	\$1		\$1			\$0	0%		N
<b>ELECTRICAL</b>									
73 Electrical Permit Issuance **	\$208	\$174	\$174	100%		(\$34)	-17%		Y
74 Plan Check Fee - ( min. 1 hr) - per hour	\$257	\$277	<del>\$277</del>	100%	per hour	\$20	8%		Y
75 Receptacle Outlets, multiple on one circuit									
a) First 20	\$122	\$122	\$122	100%		(\$0)	0%		Y
b) Each additional 20	\$101	\$122	<del>\$122</del>	100%		\$20	20%		Y
76 Receptacles or Junction box, fed from dedicated circuit - each	\$61	\$61	\$61	100%	each	(\$0)	0%		Y
77 Switches, Dimmers, Occupancy sensors, Sensor Power Packs, etc.									
a) First 20	\$122	\$122	\$122	100%		(\$0)	0%		Y
b) Each additional 20	\$101	\$122	<del>\$122</del>	100%		\$20	20%		Y
78 Lighting Fixtures, Sockets									
a) First 20	\$122	\$122	\$122	100%		(\$0)	0%		Y
b) Each additional 20	\$101	\$122	<del>\$122</del>	100%		\$20	20%		Y
79 Track lighting with fixtures - per linear feet	\$1.22	\$1.22	\$1.22	100%		(\$0.00)	0%		Y
80 Pole/Platform-Mounted/Theatrical Fixtures - each	\$61	\$61	\$61	100%	each	(\$0)	0%		Y
81 Circuit Breaker Panel/Subpanel, Lighting Control Panel – each	\$101	\$122	<del>\$122</del>	100%	each	\$20	20%		Y

# City of Milpitas

## BUILDING SAFETY - MISCELLANEOUS

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
82 Residential Equipment, hardwired from dedicated circuit – each	\$61	\$61	\$61	100%	each	(\$0)	0%		Y
83 Commercial Equipment, hardwired from dedicated circuit – each	\$101	\$122	<del>\$122</del>	100%	each	\$20	20%		Y
84 Power pole for cubicles	\$61	\$61	\$61	100%	each	(\$0)	0%		Y
85 Generator									
a) Portable	\$122	\$122	\$122	100%	each	(\$0)	0%		Y
b) 10 kW or less	\$122	\$122	\$122	100%	each	(\$0)	0%		Y
c) More than 10 kW	\$182	\$182	\$182	100%	each	(\$0)	0%		Y
86 Electrical vehicle charging station									
a) Residential	\$61	\$61	\$61	100%		(\$0)	0%		Y
b) Commercial	\$101	\$122	<del>\$122</del>	100%		\$20	20%		Y
87 HEPA filter									
a) First 20	\$122	\$122	\$122	100%		(\$0)	0%		Y
b) Each additional 20	\$101	\$122	<del>\$122</del>	100%		\$20	20%		Y
88 Time Clock	\$61	\$61	\$61	100%	each	(\$0)	0%		Y
89 Sign, lighting systems from one branch circuit									
a) First one	\$243	\$243	\$243	100%		(\$0)	0%		Y
b) Each additional	\$122	\$122	\$122	100%		(\$0)	0%		Y
90 Services									
a) Not over 200 amps (new or change) – each	\$122	\$122	\$122	100%	each	(\$0)	0%		Y
b) 201 amps - 1000 amps (new or change)	\$243	\$243	\$243	100%	each	(\$0)	0%		Y
c) Over 1000 amperes (new or change)	\$304	\$304	\$304	100%	each	(\$0)	0%		Y
91 Power Apparatus (UPS) or Transformer	\$101	\$122	<del>\$122</del>	100%	each	\$20	20%		Y
92 Miscellaneous Apparatus, Conduits & Conductors	\$101	\$122	<del>\$122</del>	100%	each	\$20	20%		Y
93 Construction Temporary Power Pole with service panel, each pole	\$122	\$122	\$122	100%		(\$0)	0%		Y
94 Elevator	\$243	\$243	\$243	100%	each	(\$0)	0%		Y
95 Special Circuitry, per circuit	\$101	\$122	<del>\$122</del>	100%	per circuit	\$20	20%		Y

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
<b>MECHANICAL</b>									
96 Mechanical Permit Issuance **	\$208	\$174	\$174	100%		(\$34)	-17%		Y
97 Plan Check Fee (min.1 hr)	\$257	\$277	<del>\$277</del>	100%	per hour	\$20	8%		Y
98 Install Furnace or Heater, Residential (not including duct work)	\$162	\$182	<del>\$182</del>	100%		\$20	12%		Y
99 Install, Relocate, Replace Flue Vent (not including with appliance)	\$122	\$122	\$122	100%		(\$0)	0%		Y
100 Install Hood with Mechanical Exhaust									
a) Residential	\$101	\$122	<del>\$122</del>	100%		\$20	20%		Y
b) Commercial	\$243	\$243	\$243	100%		(\$0)	0%		Y
101 Duct Work per VAV or Single Zone System	\$101	\$122	<del>\$122</del>	100%		\$20	20%		Y
102 Install Industrial-type Incinerator	\$182	\$182	\$182	100%		(\$0)	0%		Y
103 Install									
a) Boiler (each)	\$122	\$122	\$122	100%	each	(\$0)	0%		Y
b) Condenser, VAV or Fan Coil 0-5 ton <2000 CFM (each)	\$122	\$122	\$122	100%	each	(\$0)	0%		Y
c) Condenser, VAV or Fan Coil Over 5 ton >2000 CFM (each)	\$243	\$243	\$243	100%	each	(\$0)	0%		Y
104 Roof-top HVAC package unit including duct work	\$243	\$243	\$243	100%		(\$0)	0%		Y
105 Dryer vent									
a) Dryer vent, residential	\$101	\$122	<del>\$122</del>	100%	each	\$20	20%		Y
b) Dryer vent, commercial	\$243	\$243	\$243	100%	each	(\$0)	0%		Y
106 Pump	\$182	\$182	\$182	100%	each	(\$0)	0%		Y
107 Install/Replace Fire or Fire/Smoke Dampers - 5 (or portion of)	\$122	\$122	\$122	100%		(\$0)	0%		Y
108 Non-portable Evaporative Cooler	\$182	\$182	\$182	100%		(\$0)	0%		Y
109 Single Bathroom Ventilation Fan and Duct	\$101	\$122	<del>\$122</del>	100%		\$20	20%		Y
110 Ventilation System, not HVAC	\$122	\$122	\$122	100%		(\$0)	0%		Y
111 Other Regulated Appliance	\$182	\$182	\$182	100%		(\$0)	0%		Y

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
112 Process Piping									
a) Hazardous process piping system									
i) First 4 outlets	\$182	\$182	\$182	100%		(\$0)	0%		Y
ii) Over 4 outlets - per outlet	\$101	\$122	<del>\$122</del>	100%	per outlet	\$20	20%		Y
b) Non-Hazardous process piping system									
i) First 4 outlets	\$182	\$182	\$182	100%		(\$0)	0%		Y
ii) Over 4 outlets - per outlet	\$101	\$122	<del>\$122</del>	100%	per outlet	\$20	20%		Y
<b>PLUMBING</b>									
113 Plumbing Permit Issuance **	\$208	\$174	\$174	100%		(\$34)	-17%		Y
114 Plan Check Fee (min. 1 hr) - per hour	\$257	\$277	<del>\$277</del>	100%	per hour	\$20	8%		Y
115 Plumbing Fixtures									
a) First 5 traps (or portion of)	\$182	\$182	\$182	100%		(\$0)	0%		Y
b) Each Additional trap	\$101	\$122	<del>\$122</del>	100%		\$20	20%		Y
116 Building Drain or Sewer (New or Replacement)	\$182	\$182	\$182	100%		(\$0)	0%		Y
117 Rain Water Drainage System	\$122	\$122	\$122	100%		(\$0)	0%		Y
118 Water Heater and Vent	\$182	\$182	\$182	100%		(\$0)	0%		Y
119 Gas Piping System - (each appliance)	\$122	\$122	\$122	100%		(\$0)	0%		Y
120 Automatic Gas Shut-off Device (Seismic or Excess Flow) if not part of new gas piping system	\$122	\$122	\$122	100%		(\$0)	0%		Y
121 Industrial Waste Pre-Treatment System	\$243	\$243	\$243	100%		(\$0)	0%		Y
122 Grease Trap	\$182	\$182	\$182	100%		(\$0)	0%		Y
123 Grease Interceptor	\$243	\$243	\$243	100%		(\$0)	0%		Y
124 Water System Installation									
a) New	\$365	\$365	\$365	100%		(\$0)	0%		Y
b) Re-pipe	\$243	\$243	\$243	100%		(\$0)	0%		Y
125 Pump	\$182	\$182	\$182	100%	each	(\$0)	0%		Y
126 Repair/Alteration of Drain/Vent	\$182	\$182	\$182	100%		(\$0)	0%		Y

# City of Milpitas

## BUILDING SAFETY - MISCELLANEOUS

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflation
127 Landscape Sprinkler System	\$182	\$182	\$182	100%		(\$0)	0%		Y
128 Landscape Reclaim Water	\$304	\$304	\$304	100%	per valve	(\$0)	0%		Y
129 Backflow Protection									
a) first 5	\$182	\$182	\$182	100%		(\$0)	0%		Y
b) each additional 5 (or portion of)	\$101	\$122	<del>\$122</del>	100%		\$20	20%		Y
130 Reclaim Water System, No Irrigation	\$365	\$365	\$365	100%		(\$0)	0%		Y
131 Private Sewage Disposal System	\$122	\$122	\$122	100%		(\$0)	0%		Y

\* Fees set by the State of California and are subject to change.

\*\* Permit issuance fee. When more than one specialty permit (electrical, mechanical, plumbing) is concurrently issued to one applicant, only one permit issuance fee will be charged.

\*\*\* Full permit fees of the main building permit shall be paid prior to issuance of the temporary building permit.

[a] 60% of the permit fee is considered inspection fee for the purpose of processing refund request and applying inspection investigation fee.

[b] Each fee listed in this schedule is based on the estimated service time required to perform a standard service request. Additional fees may be charged on an hourly basis should the staff time spent exceed the allotted time based on the fees charged.

[c] Re-roofing fees assume no plan check required. Additional plan check fees will be charged on an hourly basis, should plan check be required.

**City of Milpitas**  
**BUILDING SAFETY - MOBILEHOME PERMIT**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
<b>Mobilehome Permit Fees</b>									
1 Permit Issuance Fee	\$209	\$174	\$174	100%	each	(\$35)	-17%		Y
2 Permits with HCD Standard Plan Approval:	See Item A		See Item A		each				N
a) Mobile Home (MH) Unit Installation	\$196 min.		\$196 min.		each				N
b) MH Unit Foundation System	Table B		Table B		each				N
c) Accessory building and structure, and building component	Table B		Table B		each			[a]	N
d) Plumbing	Table C		Table C		each				N
e) Mechanical	Table D		Table D		each				N
f) Electrical	Table E		Table E		each				N
g) Plan Review	N/A		N/A		each				N
3 Permits without HCD Standard Plan Approval:	See Item A		See Item A		each				N
a) Accessory building and structure, and building component	Table B		Table B		each			[a]	N
b) Plumbing	Table C		Table C		each				N
c) Mechanical	Table D		Table D		each				N
d) Electrical	Table E		Table E		each				N
e) Plan Review									
i) First submittal	1/2 of total permit		1/2 of total permit		each			[b]	N
ii) Each resubmittal									
a) First Hour	\$203		\$203		each	\$0	0%	[b]	N
b) Second and subsequent whole hour	\$92		\$92		each	\$0	0%	[b]	N
c) Each 1/2 hour, or fractional part thereof	\$46		\$46		each	\$0	0%	[b]	N
<b>Item A</b>									
4 Permit Fees									
a) First Inspection:									
i) First Hour	Sum of all categories (\$196 min.)		Sum of all categories (\$196 min.)		each				N
ii) Second and subsequent whole hour	\$82		\$82		each	\$0	0%		N
iii) Each 1/2 hour, or fractional part thereof	\$41		\$41		each	\$0	0%		N
b) Re-Inspection (Each subsequent inspection)									
i) First Hour	\$178		\$178		each	\$0	0%		N
ii) Second and subsequent whole hour	\$82		\$82		each	\$0	0%		N
iii) Each 1/2 hour, or fractional part thereof	\$41		\$41		each	\$0	0%		N

**City of Milpitas**  
**BUILDING SAFETY - MOBILEHOME PERMIT**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflater
<b>Table B: Construction Permit Fee</b>									
5 Total Valuation									
a) Up to \$2,000	\$45.00		\$45.00		each	\$0.00	0%		N
b) \$2,001 - \$25,000									
i) Base fee for first \$2,000	\$45.00		\$45.00		each	\$0.00	0%		N
ii) Fee for each additional \$1,000 or fraction thereof, up to \$25,000	\$9.00		\$9.00		each	\$0.00	0%		N
c) \$25,001 - \$50,000									
i) Base fee for first \$25,000	\$252.00		\$252.00		each	\$0.00	0%		N
ii) Fee for each additional \$1,000 or fraction thereof, up to \$50,000	\$6.50		\$6.50		each	\$0.00	0%		N
d) \$50,001 - \$100,000									
i) Base fee for first \$50,000	\$414.50		\$414.50		each	\$0.00	0%		N
ii) Fee for each additional \$1,000 or fraction thereof, up to \$100,000	\$4.50		\$4.50		each	\$0.00	0%		N
e) \$100,001 - \$500,000									
i) Base fee for first \$100,000	\$639.50		\$639.50		each	\$0.00	0%		N
ii) Fee for each additional \$1,000 or fraction thereof, up to \$500,000	\$3.50		\$3.50		each	\$0.00	0%		N
f) \$500,001 - \$1,000,000									
i) Base fee for first \$500,000	\$2,039.50		\$2,039.50		each	\$0.00	0%		N
ii) Fee for each additional \$1,000 or fraction thereof, up to \$1,000,000	\$3.00		\$3.00		each	\$0.00	0%		N
g) \$1,000,001 and Greater									
i) Base fee for first \$1,000,000	\$3,539.50		\$3,539.50		each	\$0.00	0%		N
ii) Fee for each additional \$1,000 or fraction thereof	\$2.00		\$2.00		each	\$0.00	0%		N

# City of Milpitas

## BUILDING SAFETY - MOBILEHOME PERMIT

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflater
<b>Table C: Plumbing Permit Fee</b>									
6 Each plumbing fixture, trap, set of fixtures on one trap, including water, drainage piping and backflow protection	\$3.00		\$3.00		each	\$0.00	0%		N
7 Each building sewer	\$14.00		\$14.00		each	\$0.00	0%		N
8 Each private sewage disposal system	\$14.00		\$14.00		each	\$0.00	0%		N
9 Each water heater and/or vent	\$7.00		\$7.00		each	\$0.00	0%		N
10 Each gas piping system for one to five outlets	\$7.00		\$7.00		each	\$0.00	0%		N
11 Each gas piping system for six or more outlets, per outlet	\$1.50		\$1.50		each	\$0.00	0%		N
12 Each gas regulator	\$1.50		\$1.50		each	\$0.00	0%		N
13 Each water branch service outlet or outlets at the same location, or each fixture supply	\$1.00		\$1.00		each	\$0.00	0%		N
14 Each installation of water treating equipment	\$7.00		\$7.00		each	\$0.00	0%		N
15 Alteration or repair of water piping or water treating equipment	\$7.00		\$7.00		each	\$0.00	0%		N
16 Alteration or repair of drainage or vent piping	\$7.00		\$7.00		each	\$0.00	0%		N
17 Each lawn sprinkler system on any one meter, including backflow protection devices	\$7.00		\$7.00		each	\$0.00	0%		N
18 Vacuum breakers or backflow protective devices on tanks, vats, etc., or for installation on unprotected plumbing fixtures:									
a) One to five	\$7.00		\$7.00		each	\$0.00	0%		N
b) Over five, each additional	\$3.00		\$3.00		each	\$0.00	0%		N

# City of Milpitas

## BUILDING SAFETY - MOBILEHOME PERMIT

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflation
<b>Table D: Mechanical Permit Fee</b>									
19 The installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTU	\$14.00		\$14.00		each	\$0.00	0%		N
20 The installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 BTU	\$21.00		\$21.00		each	\$0.00	0%		N
21 The installation or relocation of each floor furnace, including vent	\$7.00		\$7.00		each	\$0.00	0%		N
22 The installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$7.00		\$7.00		each	\$0.00	0%		N
23 The installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$7.00		\$7.00		each	\$0.00	0%		N
24 The repair of, alteration of, or addition to each heating appliance, refrigeration unit, comfort cooling unit, absorption unit, or each comfort heating, cooling, absorption, or evaporative cooling system, including installation of controls	\$14.00		\$14.00		each	\$0.00	0%		N
25 The installation or relocation of each boiler or compressor to and including three horsepower or each absorption system to and including 100,000 BTU	\$14.00		\$14.00		each	\$0.00	0%		N
26 The installation or relocation of each boiler or compressor over three horsepower or each absorption system over 100,000 BTU	\$21.00		\$21.00		each	\$0.00	0%		N
27 Each air handling unit, including ducts attached thereto	\$7.00		\$7.00		each	\$0.00	0%		N
28 For each evaporative cooler other than portable type	\$7.00		\$7.00		each	\$0.00	0%		N
29 For each vent fan connected to a single duct	\$3.00		\$3.00		each	\$0.00	0%		N
30 For each vent ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$7.00		\$7.00		each	\$0.00	0%		N
31 Each installation of equipment regulated by this chapter for which no other fee is listed	\$7.00		\$7.00		each	\$0.00	0%		N

# City of Milpitas

## BUILDING SAFETY - MOBILEHOME PERMIT

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflater
<b>Table E: Electrical Permit Fee</b>									
32 Each wiring outlet where current is used or controlled, except services, sub-feeders and meter outlets	\$0.35		\$0.35		each	\$0.00	0%		N
33 Each fixture, socket or other lamp holding device	\$0.35		\$0.35		each	\$0.00	0%		N
34 Each motor of not more than 50 h.p.	\$4.25		\$4.25		each	\$0.00	0%		N
35 Each motor of more than 50 h.p.	\$10.50		\$10.50		each	\$0.00	0%		N
36 Each mercury arc lamp and equipment	\$1.00		\$1.00		each	\$0.00	0%		N
37 Each range, water heater or clothes dryer installation	\$7.00		\$7.00		each	\$0.00	0%		N
38 Each space heater or infrared heat installation	\$1.50		\$1.50		each	\$0.00	0%		N
39 Each stationary cooking unit, oven, or space heater	\$1.50		\$1.50		each	\$0.00	0%		N
40 Each garbage disposer, dishwasher, or fixed motor-operated appliance not exceeding ½ h.p.	\$1.50		\$1.50		each	\$0.00	0%		N
41 Working light in buildings in course of construction or undergoing repairs, or where temporary lighting is to be used	\$3.00		\$3.00		each	\$0.00	0%		N
42 Each incandescent electric sign	\$1.50		\$1.50		each	\$0.00	0%		N
43 Electric signs or outline lighting, luminous gas type with: 1 to 4 transformers	\$3.00		\$3.00		each	\$0.00	0%		N
44 Additional transformers, each	\$0.35		\$0.35		each	\$0.00	0%		N
45 Each rectifier and synchronous converter, per kw.	\$0.35		\$0.35		each	\$0.00	0%		N
46 Each additional circuit for a mobile home accessory building or structure or other electrical equipment	\$1.50		\$1.50		each	\$0.00	0%		N
47 Each service:									
a) 600 volts or less, not over 200-amperes	\$7.00		\$7.00		each	\$0.00	0%		N
b) 600 volts or less, over 200-amperes	\$10.00		\$10.00		each	\$0.00	0%		N
c) Over 600 volts	\$14.00		\$14.00		each	\$0.00	0%		N
48 Each installation of equipment regulated by this chapter for which no other fee is listed	\$7.00		\$7.00		each	\$0.00	0%		N

[a] Accessory buildings and structures, and building components includes but not limited to: awning; deck larger than 12 SF, cabana, ramada, private garage, fence over 6 ft. in height, windbreak over 6 ft. in height.

[b] Only one plan review fee will be charged for identical structures submitted in the same permit application.

**City of Milpitas  
PLANNING**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
<b>Special Events</b>								
1 Application Type								
a) Minor Special Events								
i) Permit Fee - Application Complete and Received by Standard Deadline	\$276	\$825	\$284	34%	\$8	3%		Y
ii) Permit Fee - Late Filing	\$276	\$1,238	<del>\$426</del>	34%	\$150	55%		Y
b) Regular Special Events								
i) Permit Fee - Application Complete and Received by Standard Deadline	\$1,074	\$4,077	<del>\$1,106</del>	27%	\$32	3%		Y
ii) Permit Fee - Late Filing	\$1,074	\$6,115	<del>\$1,659</del>	27%	\$585	55%		Y
c) Major Special Events								
i) Permit Fee - Application Complete and Received by Standard Deadline	\$6,706	\$11,803	<del>\$6,907</del>	59%	\$201	3%		Y
ii) Permit Fee - Late Filing	\$6,706	\$17,705	<del>\$10,361</del>	59%	\$3,655	55%		Y
2 Conceptual Review - Planning Staff Only - per meeting	\$412	\$688	<del>\$688</del>	100%	\$276	67%		Y
<b>Pre-Application Review</b>								
3 Single Family Districts	\$3,211	\$4,062	<del>\$4,062</del>	100%	\$851	27%		Y
4 Multi-Family / Non-Residential	\$10,230	\$11,628	<del>\$11,628</del>	100%	\$1,398	14%		Y
<b>Lot Line Adjustment / Parcel Merger</b>								
5 Lot Line Adjustment / Parcel Merger	See Engineering Fees		See Engineering Fees		No Change	No Change		N
<b>Tentative Maps</b>								
6 Parcel Map	\$15,200	\$15,508	<del>\$15,508</del>	100%	\$308	2%		Y
7 Tract Map	\$22,044	\$23,008	<del>\$23,008</del>	100%	\$964	4%		Y
<b>Minor Site Development</b>								
8 Over the Counter Review (Per Hour)								
a) Planning Review	\$275	\$275	\$275	100%	(\$0)	0%		Y
b) Land Development Review (if required)	\$250	\$250	\$250	100%	\$0	0%		Y
9 Staff Review - Planning Director, including Telecommunication Facility, Minor	varies	\$3,740	\$3,740	100%	varies	varies	[a],[b]	Y
10 Zoning Administrator								
a) Staff Review - Zoning Administrator	\$3,608	\$6,690	<del>\$6,690</del>	100%	\$3,082	85%	[a],[b]	Y
b) Staff Review Hillside - Zoning Administrator	\$5,017	\$7,704	<del>\$7,704</del>	100%	\$2,687	54%	[a],[b]	Y
11 Planning Commission / City Council	\$10,537	\$10,485	\$10,485	100%	(\$52)	0%	[a],[b]	Y

**City of Milpitas  
PLANNING**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
<b>Site Development</b>								
12 Requiring PC / CC Approval	\$20,182	\$23,012	<del>\$23,012</del>	100%	\$2,830	14%	[a],[b]	Y
13 Zoning Administrator	\$15,607	\$17,377	<del>\$17,377</del>	100%	\$1,770	11%	[a],[b]	Y
14 SB35 Housing Project	\$11,773	\$13,473	<del>\$13,473</del>	100%	\$1,700	14%	[a],[b]	Y
<b>Minor Conditional Use Permit</b>								
15 Staff Review	\$1,526	\$3,852	<del>\$1,926</del>	50%	\$399	26%	[a],[b]	Y
16 Zoning Administrator	\$1,526	\$7,292	<del>\$3,646</del>	50%	\$2,120	139%	[a],[b]	Y
<b>Conditional Use Permit</b>								
17 Single Family Districts	\$742	\$10,203	<del>\$5,102</del>	50%	\$4,360	588%	[a],[b]	Y
18 Multi-Family / Non-Residential, Including Telecommunication Facility, Major	\$17,144	\$17,629	<del>\$17,629</del>	100%	\$485	3%	[a],[b]	Y
<b>Temporary Uses</b>								
19 Temporary Use Permit	\$956	\$1,100	<del>\$1,100</del>	100%	\$144	15%	[a],[b]	Y
<b>Signs</b>								
20 Major Sign Permit	varies	\$4,861	\$4,861	100%	varies	varies	[a],[b]	Y
21 Minor Sign Permit- Zoning Administrator (freestanding signs greater than 6 feet and less than 10 feet in height)	\$634	\$3,786	<del>\$3,786</del>	100%	\$3,152	497%	[a],[b]	Y
22 Minor Sign Permit - Planning Director (all other Minor Sign Permits)	\$375	\$413	<del>\$413</del>	100%	\$38	10%		Y
23 Temporary Sign Permit (Including Banners)	\$130	\$206	<del>\$155</del>	75%	\$25	19%		Y
24 Sign Program	varies	\$8,250	\$8,250	100%	varies	varies	[a],[b]	Y
<b>Variance</b>								
25 Single Family Districts	\$1,128	\$4,908	<del>\$4,908</del>	100%	\$3,780	335%	[a],[b]	Y
26 Multi-Family / Non-Residential	\$3,474	\$7,487	<del>\$7,487</del>	100%	\$4,013	116%	[a],[b]	Y
<b>Minor Deviation</b>								
27 Minor Deviation	varies	\$3,575	\$3,575	100%	varies	varies	[a],[b]	Y
<b>Reasonable Accommodation</b>								
28 Reasonable Accommodation Request	varies	\$1,375	\$688	50%	varies	varies		Y

**City of Milpitas  
PLANNING**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
<b>Short-Term Rental</b>								
29 Short-Term Rental - Initial	\$555	\$688	<del>\$688</del>	100%	\$133	24%		Y
30 Short-Term Rental - Renewal	\$555	\$688	<del>\$688</del>	100%	\$133	24%		Y
<b>Deposit-Based Fees</b>								
31 Amendments, General Plan, Zoning, or Specific Plan (Map or Text)	\$20,000		\$20,000	100%	\$0	0%	[a],[b]	N
32 Development Agreements	\$20,000		\$20,000	100%	\$0	0%	[a],[b]	N
33 Environmental Review/CEQA clearance	\$35,000		\$35,000	100%	\$0	0%	[a],[b]	N
34 Planned Unit Development	\$20,000		\$20,000	100%	\$0	0%	[a],[b]	N
35 Billboards	\$2,500		\$2,500	100%	\$0	0%	[a],[b]	N
36 Initial Deposit to Offset Costs of Legal Review, Peer Review, Other Agency Review, etc.	\$5,000		\$5,000	100%	\$0	0%	[b]	N
<b>Miscellaneous</b>								
37 Amendments/Modifications to an Existing Permit								
a) Permit Adjustment	25% of permit fee		25% of permit fee		No Change	No Change		N
b) Permit Amendment	50% of permit fee		50% of permit fee		No Change	No Change		N
38 Appeal To Planning Commission/City Council	\$2,196	\$6,875	<del>\$5,156</del>	75%	\$2,960	135%	[a],[b]	Y
39 Time Extensions	\$906	\$3,300	<del>\$1,650</del>	50%	\$744	82%	[a]	Y
40 Public Noticing	\$633	\$825	<del>\$825</del>	100%	\$192	30%		Y
41 Copies - per page	\$0.10		\$0.10		\$0.00	0%		N
42 Planning Research - per hour	\$275	\$275	\$275	100%	\$0	0%		Y
43 Zoning Conformance Letter	\$259	\$344	<del>\$344</del>	100%	\$85	33%		Y
44 Home Occupation Permit / Business License Review	\$65	\$138	\$69	50%	\$4	6%		Y
45 Tree Removal	\$263	\$413	<del>\$413</del>	100%	\$150	57%		Y

**City of Milpitas**  
**PLANNING**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
46 Building Plan Check (Per Hour)	\$275	\$275	\$275	100%	(\$0)	0%		Y
47 Building Inspection (Per Inspection)	\$275	\$275	\$275	100%	(\$0)	0%		Y
48 Certificate of Occupancy Review	\$138	\$206	<del>\$206</del>	100%	\$69	50%		Y
49 Permit Compliance Review	\$548	\$619	<del>\$619</del>	100%	\$70	13%		Y
50 Letter of Determination / Interpretation	\$1,097	\$1,169	<del>\$1,169</del>	100%	\$72	7%		Y
51 Pass Through for Legal Fees	Pass - Through		Pass - Through		No Change	No Change		N
52 Vendor Payment Processing Fees	Pass - Through		Pass - Through		No Change	No Change	[c]	N
53 Technology Fee - % of Permit	3.80%		3.80%		No Change	No Change		N

[a] A public noticing fee will apply to this permit application.

[b] Legal fees will be billed separately through an established PJ.

[c] For payments made using vendor portal services, the applicant shall be responsible for processing fees charged by the vendor, as applicable.

General notes applicable to all fees

[d] As an alternative to the fixed fee amount shown, staff may bill on a time and materials basis, determined by the planning hourly rate, when projects costs are likely to vary significantly from adopted fee amount. In these instances, a deposit may be requested to bill against.

[e] Deposit account (PJs): This deposit will be collected in addition to any other deposits or fixed fees. Any unused deposit amounts will be returned to the applicant. Deposit accounts provide full cost recovery to the City. The cost of staff time is based on fully-burdened hourly rates, including overhead. No flat fees will be added. Overhead includes clerical, facilities, equipment, and other service costs.

[f] Staff will determine the initial deposit based on the project's scope and the typical cost to process the application.

[g] When two or more applications are filed and processed concurrently, the required fee amount will be the largest of the applications, plus 25% of each additional permit.

[h] The 3.8% Technology Charge applies to all deposits and fees, except CEQA.

[i] A 2.4% credit card processing fee applies to all fees paid with a credit card.

# City of Milpitas

## PLANNING - NEIGHBORHOOD BEAUTIFICATION

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
<b>Neighborhood Beautification</b>								
1 1st Violation to Neighborhood Beautification Ordinance	\$100		\$100	n/a	\$0	0%		N
2 2nd Violation to Neighborhood Beautification Ordinance	\$200		\$200	n/a	\$0	0%		N
3 3rd or More Violations to Neighborhood Beautification Ordinance	\$500		\$500	n/a	\$0	0%		N
4 Delinquency Penalty on Neighborhood Beautification Ordinance	\$25		\$25	n/a	\$0	0%		N
5 Graffiti Abatement	Actual Cost		Actual Cost	100%	No Change	No Change		N
6 Public Nuisance Abatement	As defined in Municipal Code Sections		As defined in Municipal Code Sections		No Change	No Change		N

**City of Milpitas**  
**ENGINEERING**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflation
1 Minor Encroachment Permit	\$1,265	\$2,000	<del>\$2,000</del>	100%	\$735	58%		Y
2 Lot Line / Merger Adjustment	\$3,732	\$5,000	<del>\$5,000</del>	100%	\$1,268	34%	[a]	Y
3 Street / Alley Easement Vacation	\$2,711	\$5,000	<del>\$5,000</del>	100%	\$2,289	84%		Y
<b>Building Permit Reviews:</b>								
4 Single Family New Building / Addition	\$694	\$750	<del>\$750</del>	100%	\$56	8%		Y
5 Commercial / Industrial New Building	\$2,314	\$2,500	<del>\$2,500</del>	100%	\$186	8%		Y
6 Commercial / Industrial Tenant Improvement	\$231	\$750	<del>\$750</del>	100%	\$519	224%		Y
7 Commercial / Industrial Site Improvement (including Grading)	\$2,082	\$2,500	<del>\$2,500</del>	100%	\$418	20%		Y
8 All Other Permit Application Reviews (per hour)	\$231	\$250	<del>\$250</del>	100%	\$19	8%		Y
<b>Engineering Plan Review: (Construction Cost Estimate)</b>								
9 Up to \$50,000	\$5,910	\$7,500	<del>\$7,500</del>	100%	\$1,590	27%		Y
10 \$50,001-\$200,000	<del>\$11,820</del>	\$15,000	\$15,000	100%	\$3,180	27%		Y
11 \$200,001-\$500,000	<del>\$17,730</del>	\$22,500	\$22,500	100%	\$4,770	27%		Y
12 Over \$500,001	\$23,639	\$30,000	<del>\$30,000</del>	100%	\$6,361	27%		Y
<b>Engineering Inspection: (Construction Cost Estimate)</b>								
13 Up to \$50,000	\$5,910	\$5,000	\$5,000	100%	(\$910)	-15%		N
14 Greater than \$50,000 - % of Construction Cost Estimate	10%		10%		No Change	No Change		N
15 Technology Fee - % of Permit	3.80%		3.80%		No Change	No Change		N

[a] Fee includes Planning and Engineering review.

**City of Milpitas**  
**UTILITIES SERVICES FEES**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
<b>Utilities</b>								
1 Service Request and Basic Inspection	\$145	\$148	\$148	100%	\$2	1%		Y
2 Discontinuance of Service	\$145	\$148	\$148	100%	\$2	1%		Y
3 Meter Removal / Installation								
a) Less than 2"	\$117	\$180	<del>\$180</del>	100%	\$63	54%		Y
b) Greater than or Equal to 2"	\$345	\$360	<del>\$360</del>	100%	\$15	4%		Y
4 Water Meter Testing								
a) Residential Deposit	\$110		<del>\$180</del>		\$70	64%	[a]	Y
b) Commercial Deposit	\$300		<del>\$360</del>		\$60	20%	[a]	Y
5 Hydrant Flow Test								
a) Two or Fewer Hydrants	\$722	\$705	\$705	100%	(\$17)	-2%		Y
b) Three Hydrants	\$749	\$874	<del>\$874</del>	100%	\$125	17%		Y
c) Four Hydrants	\$780	\$1,043	<del>\$1,043</del>	100%	\$263	34%		Y
6 Sewer Lateral Inspection								
a) Visual Inspection	\$117	\$209	<del>\$209</del>	100%	\$92	78%		Y
b) Video Inspection - Residential	\$509	\$442	\$442	100%	(\$67)	-13%		Y
c) Video Inspection - Commercial (per hour)	\$761	\$413	\$413	100%	(\$348)	-46%		Y
7 Backflow Prevention Assembly Service Fee	Actual Cost; per hour	\$203	\$203	100%	varies	varies	[b]	Y
8 Backflow Prevention Assembly Administration / Record Filing Fee	Actual Cost; per hour	\$60	\$60	100%	varies	varies	[c]	Y
9 Backflow Installation, Removal, and Relocation Testing Company Fee (per company)	Actual Cost; per hour	\$264	\$264	100%	varies	varies	[d]	Y
10 Backflow Tag and Geolocating Fee	Actual Cost; per hour	\$305	\$305 plus \$2 per assembly	100%	varies	varies	[e]	Y
11 Sewer Flow Adjustment Application (Initial Application and Annual Renewal) (per hour)	Actual Cost; per hour	\$270	\$270	100%	varies	varies		Y
12 Late Payment Penalty Fee (% of amount due)	5.00%		5.00%		No Change	No Change		N
13 Final Notice Penalty	5.00%		5.00%		No Change	No Change		N
14 Discontinuance of Service Warning Notice	\$10	\$23	\$10	44%	\$0	0%		Y

**City of Milpitas**  
**UTILITIES SERVICES FEES**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflation
15 Restoration Fee - During Normal Operating Hours								
a) Low Income	\$58	\$148	\$59	40%	\$1	2%	[f],[g]	Y - Note
b) All Others	\$139	\$148	\$148	100%	\$8	6%		Y
16 Restoration Fee - During Non-Operational Hours								
a) Low Income	\$174	\$418	\$178	43%	\$4	2%	[f],[g]	Y - Note
b) All Others	\$367	\$418	<del>\$418</del>	100%	\$50	14%		Y

[a] If meter is not accurate, deposit is refunded. If meter has been tampered with, the resident or business is charged for the repair.

[b] For customers that fail to independently have their assemblies inspected, and/or tested, and/or their sites assessed. Includes City provided services of any one or combination of the following: Inspections, Testing, Hazard Assessments, and Shut-Down Tests.

[c] For customer that fail to independently have their annual assembly(s) information electronically uploaded into City database. Includes City provided service to upload assembly information instead of customer retained third party provider.

[d] This is an annual fee assessed to qualified contractors who wish to conduct backflow testing and/or hazard assessments in the City.

[e] One-time fee. Tag will be affixed on all new backflow prevention assemblies upon passing initial inspection and geolocated. Does not apply to existing assemblies.

[f] For residential customers who demonstrate to the City a household income below 200 percent of the federal poverty line, the City will limit any service restoration charges during normal operating hours to fifty dollars (\$50), and during nonoperational hours to one hundred fifty dollars (\$150) for 2020. The limits will only apply if the City's service restoration charges actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.

[g] Fee based on 2020 base year amount, adjusted to account for authorized annual inflationary adjustments detailed in footnote [f].

**City of Milpitas**  
**UTILITIES SERVICES FEES**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflation
<b>Public Sewers</b>								
1 Delinquent Fees	varies		varies		No Change	No Change	[a]	N
2 Civil Penalties	varies		varies		No Change	No Change	[b]	N
3 Unmetered Wastes	varies		varies		No Change	No Change	[c]	N
4 Authority to Disconnect	varies		varies		No Change	No Change	[d]	N
5 Payment for Sewage Services	varies		varies		No Change	No Change	[e]	N
6 Inspection Fees	varies		varies		No Change	No Change	[f]	N
7 House Lateral Fee	varies		varies		No Change	No Change	[g]	N
8 Disbursements of Short Side Charges	varies		varies		No Change	No Change	[h]	N
<b>FOG and Stormwater Industrial/Commercial Violation</b>								
9 First Citation	\$500		\$500		No Change	No Change	[i]	N
10 Second Citation	\$625		\$625		No Change	No Change	[i]	N
11 Third Citation	\$750		\$750		No Change	No Change	[i]	N
<b>Water Service Charges</b>								
12 Construction Water	\$2,000		\$2,000		No Change	No Change		N
13 Deposits for service	\$150		\$150		No Change	No Change		N

**City of Milpitas**  
**UTILITIES SERVICES FEES**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflation
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[a] See City of Milpitas Municipal Code Section VIII-2-5.33. Permit applications are due ninety (90) days prior to commencing discharge to the sanitary system or expiration of existing discharge permit. Any person who fails to file an application for a discharge permit prior to discharge shall be assessed a penalty for delinquent filing as follows: (1) Up to and including thirty (30) days delinquency, the penalty shall be fifty percent (50%) of the permit fee. More than thirty (30) days but less than one year delinquency, the penalty shall be one hundred percent (100%) of the permit fee. (3) More than one(1) year delinquency, the penalty shall be one thousand percent (1,000%) of the permit fee. (b) Such penalties shall be in addition to any other penalties or fines that may be levied, and in addition to any other remedies that the City may have with respect to the discharge.

[b] See City of Milpitas Municipal Code Section VIII-2-5.50. Any person who intentionally, accidentally, or negligently violates any provisions of this Chapter, any provision of any permit issued pursuant to this Chapter, or who intentionally, accidentally, or negligently discharges waste or wastewater which causes pollution, or violates any effluent limitation, national standard of performance, or national pretreatment or toxicity standard, shall be civilly liable to the City in a sum up to ten thousand dollars (\$10,000) for the first day in which such violation occurs, up to twenty-five thousand dollars (\$25,000) for the second day in which such violation occurs, and fifty thousand dollars (\$50,000) for each additional day.

[c] See City of Milpitas Municipal Code Section VIII-2-6.02. Where rates are herein specified to be in accordance with the use of water, all such premises shall be separately metered. Where such metering is not provided, or for newly constructed units, the City shall make a reasonable estimate of the volume of water consumed to be used as a basis for sewer service charges.

[d] See City of Milpitas Municipal Code Section VIII-2-6.03. In the event of a failure to pay the charges as provided for sewage service, the City is authorized to disconnect sewer or water service, or both.

[e] See City of Milpitas Municipal Code Section VIII-2-6.04. All accounts are due and payable within fifteen (15) days of the date of the bill. Accounts shall become delinquent and a late fee equal to five percent (5%) of the amount due shall be imposed if a payment has not been received by 5:00 p.m. on the due date.

[f] See City of Milpitas Municipal Code Section VIII-2-7.01. Each connector shall pay a fee to City for issuing of each permit, for the inspection of each house lateral, house sewer or side sewer, the sum of five dollars (\$5). Where connector has on file with the City cash deposit for inspection of work, no inspection fee shall be required. In such case, all cost and expenses incurred by City in inspection of the connection shall be made from said deposit.

[g] See City of Milpitas Municipal Code Section VIII-2-7.02. Before the issuance of a permit for the installation of a house lateral, connector shall pay City a fee which shall include the following: (A) An engineering charge to defray the cost of processing the permit application, which shall be an amount equal to forty cents (\$0.40) times one-half the width of the street expressed in feet in which the house lateral is being constructed. (B) A short side charge shall be collected in all cases where the main or trunk to which connection is being made is located between the center line of the street and the property to be served. Said short side charge shall be an amount equal to four dollars and fifty cents (\$4.50) times the distance in feet between the center line of the street and the main or trunk sewer to which the connection is being made. The purpose of this charge is to equalize connection cost for property on both sides of the street.

[h] See City of Milpitas Municipal Code Section VIII-2-7.03. The City Council may disburse to connectors whose house laterals connect to a main or trunk sewer at a point beyond the center line of the street an amount equal to \$4.50 times the distance in feet between the center of the street and the main or trunk sewer to which said connection was made.

[i] See City of Milpitas Municipal Code Section XI-16-14. Any person who intentionally or negligently violates any provision of this Chapter or any provision of any permit or certificate issued pursuant to this Chapter shall be civilly liable to the city in a sum not to exceed \$25,000.00 per day for each day in which such violation occurs.

# City of Milpitas

## FIRE

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
<b>FIRE INVESTIGATION/ENFORCEMENT/RESPONSE</b>									
1 Emergency Response – Haz Mat Calls, Minimum 1-hr	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
2 Response to DUI	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
3 Non-Milpitas Response	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
4 Response/Investigation Fee	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
5 Referral Inspection (Life/Safety) 2 hrs minimum charge	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
6 Referral Inspection (Haz Mat) 2 hrs minimum charge	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
7 Fire Code Chapter 50 (Haz Mat) - Release Cleanup 2 hrs minimum charge	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
8 Enforcement Cost Recovery	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
<b>FALSE ALARM</b>									
9 False Alarm									
a) First two in 12 month time-frame	no charge		no charge			No Change	No Change		N
b) 3rd occurrence	\$300		\$300			\$0	0%		N
c) 4th occurrence	\$600		\$600			\$0	0%		N
d) 5th or more	\$900		\$900			\$0	0%		N
<b>MISCELLANEOUS</b>									
10 Data input (HMMP/HMIS), Minimum of 2 hours	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
11 Late fee – over 60 days	Collection Cost		Collection Cost			No Change	No Change		N
12 Failure to obtain a permit	Double permit fee		Double permit fee			No Change	No Change		N
13 Weed Abatement. Fee = (hrs * \$/HR), minimum 1-hr	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
14 Fire Watch, Fee = (hrs * hourly rate). Std. or OT rate	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change	[a]	N
15 DSS 850 Pre-Inspection (HSC 13235)	HR(s) * hourly rate	\$566	\$566	100%		varies	varies		Y
15 <del>Pre inspection (residential care facilities)</del>	<del>Per Code</del>								
16 Confined Space permits	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N

**DUPLICATE**

# City of Milpitas

## FIRE

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
17 Electronic Archive, per permit	\$25		\$25			\$0	0%		N
18 Use of Trailer	\$60		\$60		per hour	\$0	0%		N
19 Administrative Fee	\$70		\$70		per hour	\$0	0%		N
20 Instructor	Actual Cost		Actual Cost			No Change	No Change		N
21 Fire Reports	\$13		\$13			\$0	0%		N
22 Other Services Not Listed	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
<b>FIRE PREVENTION</b>									
<b>ANNUAL OPERATIONAL PERMITS</b>									
23 A-1 Occupancy (theaters and other small viewing halls)	\$1,509	\$1,508	\$1,508	100%		(\$1)	0%		Y
24 A-2 Occupancy (Food & Drink Establishment)	\$1,141	\$1,131	\$1,131	100%		(\$10)	-1%		Y
25 A-3 Occupancy (Worship, recreation, or amusement)	\$1,141	\$1,131	\$1,131	100%		(\$10)	-1%		Y
26 A-4 & A-5 Occupancy (indoors or outdoors sport event structures)	\$2,614	\$2,639	<del>\$2,639</del>	100%		\$25	1%		Y
27 High Piled Storage	\$1,509	\$1,508	\$1,508	100%		(\$1)	0%		Y
28 Malls									
a) Small (0 to 50,000 s.f.)	\$1,123	\$1,131	\$1,131	100%		\$8	1%		Y
b) Medium (50,001 to 100,000 s.f.)	\$1,877	\$1,885	\$1,885	100%		\$8	0%		Y
c) Large (over 100,000 s.f.)	\$2,614	\$2,639	<del>\$2,639</del>	100%		\$25	1%		Y
29 Combustible Dust Producing Facility	\$755	\$754	\$754	100%		(\$1)	0%		Y
30 Motels	\$1,141	\$1,131	\$1,131	100%		(\$10)	-1%		Y
31 Hotels & Multi-Story Structures									
a) <5 stories	\$2,246	\$2,262	<del>\$2,262</del>	100%		\$16	1%		Y
b) 5+ stories - per floor	\$377	\$377	\$377	100%		(\$0)	0%		Y
32 Commercial Daycare									
a) Small (<100 children or elderly)	\$737	\$754	<del>\$754</del>	100%		\$17	2%		Y
b) Large (100+ children or elderly)	\$1,473	\$1,508	<del>\$1,508</del>	100%		\$35	2%		Y

**City of Milpitas**  
**FIRE**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
33 Residential Daycare									
a) Small Family Daycare (8 or fewer children)	\$0-								
b) Large Family Daycare (9-14 children)	\$0-								
c) Elderly Care (6 or fewer people)	\$0-								
33 Small Apartments (3-4 units)	\$370	\$377	\$377	100%		\$7	2%		Y
34 Medium Apartments (5-15 units)	\$1,473	\$1,508	<del>\$1,508</del>	100%		\$35	2%	DUPLICATE	Y
35 Large Apartments (more than 15 units)	\$2,210	\$2,262	<del>\$2,262</del>	100%		\$52	2%		Y
36 Small Chemical User (Example: doctor/dentist, dry cleaner, photo shop, graphic design, print shop, automobile engine repair, propane, CO2 beverage dispensing system, battery systems, emergency generators, pools, etc.)	\$772	\$754	\$754	100%		(\$18)	-2%		Y
37 Medium Chemical User (Example: automobile body shop, research and design, analytical labs, pool supplies, big-box retail stores)	\$1,913	\$1,885	\$1,885	100%		(\$28)	-1%		Y
38 Large Chemical User (Semiconductor or similar facilities)	\$3,018	\$3,016	\$3,016	100%		(\$2)	0%		Y
39 Plating Shops	\$2,282	\$2,262	\$2,262	100%		(\$20)	-1%		Y
40 Toxic Gas									
a) Small Toxic Gas - Annual Monitoring Certification	\$1,473	\$1,508	<del>\$1,508</del>	100%		\$35	2%		Y
b) Large Toxic Gas - Annual Monitoring Certification	\$2,947	\$3,016	<del>\$3,016</del>	100%		\$69	2%		Y
41 Mobile Fueling									
a) Vendor	\$1,913	\$1,885	\$1,885	100%		(\$28)	-1%		Y
b) Site	\$1,913	\$1,885	\$1,885	100%		(\$28)	-1%		Y
42 Underground Tanks	\$1,160	\$1,131	\$1,131	100%		(\$29)	-3%		Y
43 Urban Runoff Inspections									
a) Industrial	<del>\$772</del>								
b) Restaurants (once every 2 years)	<del>\$772</del>								
43 Other Miscellaneous Annual Inspections Fee - per hour	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
								DUPLICATE	

**City of Milpitas**  
**FIRE**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
<b>CONSTRUCTION REVIEW / PERMIT / INSPECTION</b>									
<b>Building Life / Safety:</b>									
44 Demolition Fees:									
a) Interior or Partial Building or Misc. Demolition	\$738	\$754	<del>\$754</del>	100%		\$16	2%		Y
b) Complete Building with or without Site Demolition	\$1,107	\$1,131	<del>\$1,131</del>	100%		\$24	2%		Y
45 Grading Fees: These are only assessed if permits are submitted separately to Building Department from new construction or remodel permits.									
a) Less than 1 acre	\$738	\$754	<del>\$754</del>	100%		\$16	2%		Y
b) 1-5 acres	\$1,107	\$1,131	<del>\$1,131</del>	100%		\$24	2%		Y
c) Greater than 5 acres	\$1,477	\$1,508	<del>\$1,508</del>	100%		\$31	2%		Y
46 Site Improvement Fees: These are only assessed if permits are submitted separately to Building Department from new construction or remodel permits.									
a) Less than 1 acre	\$1,107	\$1,131	<del>\$1,131</del>	100%		\$24	2%		Y
b) 1-5 acres	\$2,215	\$2,262	<del>\$2,262</del>	100%		\$47	2%		Y
c) Greater than 5 acres (per acre)	\$370	\$377	\$377	100%	per acre	\$7	2%		Y
47 New Building – Shell:									
a) Less than 5,000 sq. ft.	\$1,107	\$1,131	<del>\$1,131</del>	100%		\$24	2%		Y
b) 5,000-25,000 sq. ft.	\$2,215	\$2,262	<del>\$2,262</del>	100%		\$47	2%		Y
c) 25,000-50,000 sq. ft.	\$3,322	\$3,393	<del>\$3,393</del>	100%		\$71	2%		Y
d) 50,000+ sq. ft. – per sq. ft.	\$0.08	\$0.08	\$0.08	100%	per sq ft	(\$0)	-3%		Y
48 New Building – New Construction:									
a) Less than 5,000 sq. ft.	\$1,107	\$1,131	<del>\$1,131</del>	100%		\$24	2%		Y
b) 5,000-25,000 sq. ft.	\$2,953	\$3,016	<del>\$3,016</del>	100%		\$63	2%		Y
c) 25,000-50,000 sq. ft.	\$5,537	\$5,655	<del>\$5,655</del>	100%		\$118	2%		Y
d) 50,000+ sq. ft. – per sq. ft.	\$0.12	\$0.11	\$0.11	100%	per sq ft	(\$0)	-3%		Y
49 Additions, Alterations, and Tenant Improvements:									
a) Less than 5,000 sq. ft.	\$703	\$660	\$660	100%		(\$44)	-6%		Y
b) 5,000-25,000 sq. ft.	\$2,780	\$2,828	<del>\$2,828</del>	100%		\$48	2%		Y
c) 25,000-50,000 sq. ft.	\$5,191	\$5,278	<del>\$5,278</del>	100%		\$87	2%		Y
d) 50,000+ sq. ft. – per sq. ft.	\$0.12	\$0.11	\$0.11	100%	per sq ft	(\$0)	-3%		Y
50 Missed Plan Check by Appointment	\$370	\$377	\$377	100%		\$7	2%		Y

# City of Milpitas

## FIRE

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
51 Revision to Project Fee - per hour (min 1 hr)	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
52 Tents, Canopies, or Membrane Structures:									
a) 4 or less	\$1,106	\$1,508	<del>\$1,508</del>	100%		\$402	36%		Y
b) Each Additional, After 4	varies	\$377	\$377	100%		varies	varies		Y
53 Temporary Assembly (Indoors or outdoors), with or w/out tent									
a) Occupancy 50-299	\$1,106	\$1,131	<del>\$1,131</del>	100%		\$25	2%		Y
b) Occupancy 300-999	\$1,844	\$1,885	<del>\$1,885</del>	100%		\$41	2%		Y
c) Occupancy 1000+	\$2,951	\$3,016	<del>\$3,016</del>	100%		\$65	2%		Y
<b>Fire Extinguishing Systems: These are typically deferred submittals and reviewed and inspected after building plan submittals.</b>									
54 Fire Service Underground:									
a) New or Replace - each	\$1,844	\$1,885	<del>\$1,885</del>	100%		\$41	2%		Y
b) Repairs	\$738	\$754	<del>\$754</del>	100%		\$16	2%		Y
55 Fire Sprinkler Systems:									
a) Less than 2,000 sq. ft	\$1,072	\$1,037	\$1,037	100%		(\$35)	-3%		Y
b) 2,000+ sq. ft. – per sq. ft., fee = Base Fee + [(project sq. ft. - 2,000 sq. ft.) * per sq. ft. fee]	\$0.27	\$0.26	\$0.26	100%		(\$0)	-3%		Y
56 Hood & Duct Systems – Each	\$1,476	\$1,508	<del>\$1,508</del>	100%		\$32	2%		Y
57 FM 2000 (under floor systems, etc.) each	\$1,476	\$1,508	<del>\$1,508</del>	100%		\$32	2%		Y
58 Other (deluge, foam, preaction, etc.) each	\$1,476	\$1,508	<del>\$1,508</del>	100%		\$32	2%		Y
Fire Alarm Systems:									
59 Additions, Alterations, or Repairs: If more than 10 devices then the New Fire Alarm fee applies.									
a) 1-5 Devices	\$738	\$754	<del>\$754</del>	100%		\$16	2%		Y
b) 6-10 Devices	\$1,476	\$1,508	<del>\$1,508</del>	100%		\$32	2%		Y
60 New Fire Alarm:									
a) Less than 5,000 sq. ft.	\$1,476	\$1,508	<del>\$1,508</del>	100%		\$32	2%		Y
b) 5,000+ sq. ft. – per sq. ft., fee = Base Fee + [(project sq. ft. - 5,000 sq. ft.) * per sq. ft. fee]	\$0.25	\$0.26	\$0.26	100%		\$0	7%		Y

# City of Milpitas

## FIRE

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
61 Hazardous Materials - Building Construction:									
a) Commercial ESS	HR(s) * hourly rate	\$2,262	\$2,262	100%		varies	varies		Y
b) Residential ESS	HR(s) * hourly rate	\$1,131	\$1,131	100%		varies	varies		Y
c) Small TI without process piping or tools. (Example: registration form, inert compressed gas system installations, CO2 for beverage, small auto repair or retail).	\$748	\$1,131	<del>\$1,131</del>	100%		\$383	51%		Y
d) Facility TI with process piping or tanks < 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Does not include tools (tool fee is extra).	\$1,480	\$1,885	<del>\$1,885</del>	100%		\$405	27%		Y
e) Facility TI with process piping or tanks > 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Does not include tools (tool fee is extra).									
i) Base Fee - Includes up to 8 hours	\$0.38 per SF	\$3,016	\$3,016	100%		varies	varies		Y
ii) Each Additional Hour, or fraction thereof	\$0.38 per SF	\$377	\$377	100%		varies	varies		Y
f) Temporary diesel generator (no external tank)	HR(s) * hourly rate	\$1,885	\$1,885	100%		varies	varies		Y
g) Temporary diesel tank (external to equipment)	HR(s) * hourly rate	\$1,131	\$1,131	100%		varies	varies		Y
h) Temporary or Mobile ESS	HR(s) * hourly rate	\$2,262	\$2,262	100%		varies	varies		Y
62 Tools with Hazardous Materials (Example: emergency generator, lift stations, aboveground tanks, treatment systems, battery module per 50KWh, propane system, large tank installations).									
a) Up to Two Tools	\$1,480	\$1,508	<del>\$1,508</del>	100%	up to 2 tools	\$28	2%		Y
b) Each Additional Tool	\$555	\$566	\$566	100%	per tool	\$10	2%		Y
63 Closure - process / tools	\$1,126	\$1,131	\$1,131	100%	each	\$5	0%		Y
64 Closure - Facility									
a) Small HM Facility Closure	\$748	\$1,508	<del>\$1,508</del>	100%		\$760	102%		Y
b) Medium HM Facility Closure	\$1,480	\$2,262	<del>\$2,262</del>	100%		\$782	53%		Y
c) Large HM Facility Closure									
i) Base Fee - Includes up to 10 hours	\$0.38 per SF	\$3,770	\$3,770	100%		varies	varies		Y
ii) Each Additional Hour, or fraction thereof	\$0.38 per SF	\$377	\$377	100%		varies	varies		Y
<del>a) Small TI without process piping or tools. (Example: registration form, inert compressed gas system installations, CO2 for beverage, small auto repair or retail).</del>	<del>\$748</del>								
<del>b) Facility TI with process piping or tanks &lt; 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Tools included.</del>	<del>\$1,480</del>								
<del>c) Facility TI with process piping or tanks &gt; 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Tools included.</del>	<del>\$0.38</del>								

# City of Milpitas

## FIRE

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflation
65 Underground Tank Installation:									
a) Tank System - 3 Tanks or less	\$6,737	\$6,786	<del>\$6,786</del>	100%		\$49	1%		Y
b) Each Additional Tank	\$756	\$754	\$754	100%		(\$2)	0%		Y
<del>a) 4 Tank System or less</del>	<del>\$6,737</del>								
<del>b) Each additional tank</del>	<del>\$756</del>								
66 Underground Tank Removal:									
a) Tank System - 3 Tanks or less	\$3,007	\$3,770	<del>\$3,770</del>	100%		\$763	25%		Y
b) Each Additional Tank	\$378	\$754	<del>\$754</del>	100%		\$376	99%		Y
<del>a) 2 Tank System or Less</del>	<del>\$3,007</del>								
<del>b) Each additional tank</del>	<del>\$378</del>								
<b>MISCELLANEOUS FEES:</b>									
67 After Hours or Fast-Track Plan Check, Inspection - 3 hrs min at OT Rate [a]	\$1,300	\$1,357	<del>\$1,357</del>	100%		\$57	4%	[a]	Y
68 Alternate Materials & Methods Review	\$1,340	\$1,320	\$1,320	100%		(\$20)	-2%		Y
69 New Occupancy (new business)									
a) No Hazardous Materials	\$370	\$754	<del>\$754</del>	100%		\$384	104%		Y
b) With Hazardous Materials	\$737	\$754	<del>\$754</del>	100%		\$17	2%		Y
70 Smoke Detectors Verifications (new owner)	\$370	\$377	\$377	100%		\$7	2%		Y
71 Title 19 5-year automatic fire sprinkler certification									
a) Commercial, Industrial, Mixed Use, Hotel/Motel, Apartments, Condominiums, etc.									
i. Building less than or equal to 50,000 sq. ft.	\$739	\$754	<del>\$754</del>	100%		\$15	2%		Y
ii. Building over 50,000 sq. ft.									
a) First 50,000 sq. ft.	\$739	\$754	<del>\$754</del>	100%		\$15	2%		Y
b) Each additional 50,000 sq. ft. or fraction thereof	\$370	\$377	\$377	100%		\$7	2%		Y
b) Townhome Buildings									
i. Building less than or equal to 25,000 sq. ft.	\$370	\$377	\$377	100%		\$7	2%		Y
ii. Building over 25,000 sq. ft.									
a) First 25,000 sq. ft.	\$370	\$377	\$377	100%		\$7	2%		Y
b) Each additional 25,000 sq. ft. or fraction thereof	\$370	\$377	\$377	100%		\$7	2%		Y
72 Failure to cancel a scheduled inspection 24 hrs. prior	\$370	\$377	\$377	100%		\$7	2%		Y
73 Temporary Certificate of Occupancy	\$184	\$189	\$189	100%		\$4	2%		Y

# City of Milpitas

## FIRE

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
74 Standard Hourly Rate - per hour	\$370	\$377	\$377	100%		\$7	2%		Y
75 Overtime Hourly Fee - per hour	\$434	\$452	<del>\$452</del>	100%		\$19	4%		Y
76 Other activities not listed - per hour	\$370	\$377	\$377	100%		\$7	2%		Y
77 Additional Plan Review Time - Std. or OT per hr.	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
78 Additional Inspection Time - Std. or OT per hr.	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
79 Fire Department Technology Fee - % of permit	3.80%		3.80%			No Change	No Change		N
80 Emergency Response Mapping - New Projects									
a) Base Fee - Includes up to 1 hour	\$335	\$377	<del>\$377</del>	100%		\$42	13%		Y
b) Each Additional Hour, or fraction thereof	\$335	\$377	<del>\$377</del>	100%		\$42	13%		Y

[a] Minimum 3 hours.

**City of Milpitas**  
**AMBULANCE**

Fee Description		Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
<b>SERVICE FEES</b>							
1	ALS-1 (Advanced Life Support)	\$3,314.54	\$3,314.54	\$0.00	0.00%		N
2	ALS-2 (Advanced Life Support)	\$3,314.54	\$3,314.54	\$0.00	0.00%		N
3	BLS	\$2,651.64	\$2,651.64	\$0.00	0.00%		N
4	Mileage	\$112.54	\$112.54	\$0.00	0.00%		N
5	Hourly Ambulance Standby	\$390.19	\$390.19	\$0.00	0.00%		N
6	Hourly Paramedic – Individual	\$195.09	\$195.09	\$0.00	0.00%		N
7	Hourly EMT – Individual	\$130.06	\$130.06	\$0.00	0.00%		N
<b>EQUIPMENT/SUPPLIES</b>							
8	Airway/Nasal	\$59.95	\$59.95	\$0.00	0.00%		N
9	Airway/Oral	\$32.70	\$32.70	\$0.00	0.00%		N
10	Bag Valve Mask	\$198.93	\$198.93	\$0.00	0.00%		N
11	Bandage, Elastic	\$16.07	\$16.07	\$0.00	0.00%		N
12	Bandages Triangular	\$27.25	\$27.25	\$0.00	0.00%		N
13	Bed Pan	\$27.25	\$27.25	\$0.00	0.00%		N
14	Blanket, Disposable	\$65.40	\$65.40	\$0.00	0.00%		N
15	Blood Glucose Test	\$54.50	\$54.50	\$0.00	0.00%		N
16	Burn Sheet	\$100.83	\$100.83	\$0.00	0.00%		N
17	Cervical Collar	\$196.21	\$196.21	\$0.00	0.00%		N
18	Cold/Hot Pack	\$40.88	\$40.88	\$0.00	0.00%		N
19	Cpap Procedure	\$844.79	\$844.79	\$0.00	0.00%		N
20	Defib Pads	\$119.91	\$119.91	\$0.00	0.00%		N
21	Dressing - Major	\$27.25	\$27.25	\$0.00	0.00%		N
22	Dressing - Minor	\$27.25	\$27.25	\$0.00	0.00%		N
23	Ekg Electrodes	\$51.78	\$51.78	\$0.00	0.00%		N
24	Ekg Monitor 12 Lead	\$258.89	\$258.89	\$0.00	0.00%		N
25	Emesis Basin/Bag	\$21.24	\$21.24	\$0.00	0.00%		N
26	Endotracheal Tube Introducer/Gum Elastic Bougie	\$182.04	\$182.04	\$0.00	0.00%		N
27	Headbed Immobilizer	\$46.33	\$46.33	\$0.00	0.00%		N
28	Hepa Mask	\$68.13	\$68.13	\$0.00	0.00%		N
29	Hood, Spit Sock	\$44.87	\$44.87	\$0.00	0.00%		N
30	Intravenous Saline Lock	\$143.48	\$143.48	\$0.00	0.00%		N
31	Intravenous Infusion Set	\$242.53	\$242.53	\$0.00	0.00%		N
32	Intravenous Start Kit	\$108.92	\$108.92	\$0.00	0.00%		N
33	Intubation Supplies	\$122.63	\$122.63	\$0.00	0.00%		N
34	IO Supplies	\$812.09	\$812.09	\$0.00	0.00%		N
35	King Vision Video Larynoscope Channel Blade	\$45.07	\$45.07	\$0.00	0.00%		N
36	LMA Supreme - Supraglottic Airway	\$54.09	\$54.09	\$0.00	0.00%		N
37	Meconium Aspirator	\$24.23	\$24.23	\$0.00	0.00%		N

**City of Milpitas**  
**AMBULANCE**

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
38 Nebulizer	\$128.09	\$128.09	\$0.00	0.00%		N
39 Non-Rebreather Mask	\$29.98	\$29.98	\$0.00	0.00%		N
40 O2 Cannula With End-Tidal	\$92.57	\$92.57	\$0.00	0.00%		N
41 O2 Mask/Cannula	\$62.68	\$62.68	\$0.00	0.00%		N
42 OB Pack	\$218.01	\$218.01	\$0.00	0.00%		N
43 Patient Mover	\$87.46	\$87.46	\$0.00	0.00%		N
44 Plueral Decompression	\$185.43	\$185.43	\$0.00	0.00%		N
45 Pulse Oximetry	\$114.46	\$114.46	\$0.00	0.00%		N
46 Razor, Disposable	\$2.27	\$2.27	\$0.00	0.00%		N
47 Splint Arm	\$40.88	\$40.88	\$0.00	0.00%		N
48 Splint Leg	\$40.88	\$40.88	\$0.00	0.00%		N
49 Splinting (Extremity)	\$196.21	\$196.21	\$0.00	0.00%		N
50 Strap, 5 Foot Immobilization	\$30.16	\$30.16	\$0.00	0.00%		N
51 Suction Tube	\$84.48	\$84.48	\$0.00	0.00%		N
52 Suctioning	\$171.68	\$171.68	\$0.00	0.00%		N
53 Temperature Measurement	\$46.00	\$46.00	\$0.00	0.00%		N
54 Tourniquet, Combat	\$163.85	\$163.85	\$0.00	0.00%		N
55 Universal Precautions	\$76.30	\$76.30	\$0.00	0.00%		N
56 Urinal	\$27.25	\$27.25	\$0.00	0.00%		N
<b>MEDICATIONS</b>						
57 Acetaminophen	\$329.94	\$329.94	\$0.00	0.00%		N
58 Activated Charcoal	\$55.37	\$55.37	\$0.00	0.00%		N
59 Adenosine	\$158.06	\$158.06	\$0.00	0.00%		N
60 Albuterol	\$65.40	\$65.40	\$0.00	0.00%		N
61 Amiodarone	\$105.12	\$105.12	\$0.00	0.00%		N
62 Aspirin	\$16.35	\$16.35	\$0.00	0.00%		N
63 Atrophine	\$46.33	\$46.33	\$0.00	0.00%		N
64 Atrophine High Dose	\$218.54	\$218.54	\$0.00	0.00%		N
65 Benadryl	\$46.33	\$46.33	\$0.00	0.00%		N
66 Calcium Chloride	\$46.33	\$46.33	\$0.00	0.00%		N
67 Dextrose 10% 25G In 250ML Bag	\$66.05	\$66.05	\$0.00	0.00%		N
68 Dopamine Drip	\$147.16	\$147.16	\$0.00	0.00%		N
69 Duodote Autoinjector	\$136.94	\$136.94	\$0.00	0.00%		N
70 Epi 1:1,000 1Mg/1Cc	\$76.30	\$76.30	\$0.00	0.00%		N
71 Epi 1:10,000	\$76.30	\$76.30	\$0.00	0.00%		N
72 Glucagon	\$776.66	\$776.66	\$0.00	0.00%		N
73 Glucose Paste	\$23.74	\$23.74	\$0.00	0.00%		N
74 Lidocaine 2%	\$59.95	\$59.95	\$0.00	0.00%		N
75 Midazolam	\$4.33	\$4.33	\$0.00	0.00%		N

**City of Milpitas**  
**AMBULANCE**

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
76 Morphine	\$46.33	\$46.33	\$0.00	0.00%		N
77 Narcan	\$87.20	\$87.20	\$0.00	0.00%		N
78 Nitroglycerin Tablet	\$2.33	\$2.33	\$0.00	0.00%		N
79 Nitropaste	\$21.23	\$21.23	\$0.00	0.00%		N
80 Normal Saline Flush Pls 10Cc	\$40.74	\$40.74	\$0.00	0.00%		N
81 Normal Saline 1000Cc	\$264.34	\$264.34	\$0.00	0.00%		N
82 Ondansetron Injectable	\$94.83	\$94.83	\$0.00	0.00%		N
83 Ondansetron Oral Dissolving Tablet	\$78.32	\$78.32	\$0.00	0.00%		N
84 Sodium Bicarb	\$81.75	\$81.75	\$0.00	0.00%		N
85 Sterile Water	\$65.40	\$65.40	\$0.00	0.00%		N
86 Tranexamic Acid 1,000mg	\$15.55	\$15.55	\$0.00	0.00%		N

\* These fees are intended to mirror fees authorized by the Santa Clara County Emergency Medical Services Agency (Santa Clara County EMS). If Santa Clara County EMS updates fees subsequent to the adoption of this schedule, this schedule shall be presumed to reflect updated amounts. In the case of discrepancies, fee amounts authorized by Santa Clara County EMS shall supersede the amounts listed above. The City will periodically examine costs to ensure that fees collected do not exceed the City's program costs of service.

**City of Milpitas  
POLICE**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflation
<b>Citations</b>									
1 Citation Sign off for Non Milpitas Residents	\$20	\$45	\$20	45%		\$0	0%		N
2 Parking Citations	\$65 - \$280		\$65 - \$280			\$0	0%	[a]	N
3 Copy of Traffic & Parking citations	\$5	\$11	\$5	48%		\$0	0%		N
<b>Alarm Fees and Fines</b>									
4 Alarm Permit									
a) Alarm Permit - Initial	\$52		\$52		per year	\$0	0%	[b]	Y
b) Alarm Permit - Renewal	\$26		\$26		per year	\$0	0%	[b]	Y
c) Alarm Permit - Late Filing Fee	50% of permit fee		50% of permit fee			\$0	0%		N
5 False Alarm Response (per calendar year)									
a) First	No Charge	\$267	No Charge			\$0	0%		N
b) Second	No Charge	\$267	No Charge			\$0	0%		N
c) Third	\$98	\$267	\$100	37%		\$2	2%		Y
d) Fourth	\$163	\$267	\$165	50%		\$2	1%		Y
e) Fifth	\$325	\$267	\$325	74%		(\$0)	0%		Y
f) Sixth or More	\$325	\$267	\$325	86%	per response	(\$0)	0%		Y
6 False Alarm Response - Additional Fee for Unregistered Alarm	\$33	\$32	\$32	100%	per response	(\$1)	-3%		Y
<b>Concealed Weapon Permit</b>									
7 Concealed Weapon Permit									
a) Initial Application	\$330		\$330			\$0	0%	[c]	N
b) Renewal Application	\$25		\$25			\$0	0%	[c]	N
c) Psychological Testing	Actual Cost		Actual Cost					[c]	N
d) Modification of Permit	\$10		\$10			\$0	0%	[c]	N

**City of Milpitas**  
**POLICE**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
<b>Miscellaneous</b>									
8 Fingerprints									
a) Ink Card Up to (2) Cards	\$25	\$42	<del>\$40</del>	95%		\$15	60%		N
b) Ink Card Over (2) Cards	\$5	\$5	\$5	95%	Each Additional Card	\$0	0%		N
c) Live Scan plus DOJ and FBI fees	\$25	\$42	<del>\$40</del>	95%		\$15	60%		N
9 Subpoenas									
a) Officer	\$275		\$275			\$0	0%		N
b) Records	\$15		\$15			\$0	0%		N
10 Administrative Tow Fees									
a) Impound	\$346	\$365	<del>\$365</del>	100%		\$19	6%		N
b) Stored	\$50	\$165	<del>\$165</del>	100%		\$115	230%		N
11 Repossession Fee	\$15		\$15			\$0	0%		N
12 Incident (Log Event) Reports	\$5	\$21	\$5	24%		\$0	0%		N
13 Photos on CD / Digital Media	\$15	\$32	<del>\$20</del>	63%		\$5	33%		N
14 Police Reports									
a) Up to (10) Pages	\$13	\$32	<del>\$15</del>	48%		\$2	15%		N
b) Police Reports Over (10) Pages	\$1		\$1		per page	\$0	0%		N
15 US Investigative Request for Law Enforcement Data	\$15	\$63	\$15	24%		\$0	0%		N
16 Videos / Digital Reproduction	Actual Cost billed in 15 minute increments; \$50 minimum		Actual Cost billed in 15 minute increments; \$50 minimum			No Change	No Change	[d]	N
17 Massage Permits	\$1,000	\$1,003	\$1,000	100%		\$0	0%		N

[a] Amounts vary depending on citation type.

[b] Alarm permits are issued per calendar year. Permits will expire annually on December 31st.

[c] Additional fees may apply (e.g., other agency fees, fingerprinting, background testing, firearm training, etc.).

[d] For requests requiring special programming or formatting the City will recover actual costs, including a pass-through of any vendor costs incurred.

**City of Milpitas**  
**ANIMAL REGULATION**

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
1 Animal Bites Penalty	\$200	\$200	No Change	No Change			N
2 Animal Impoundment Hearing	\$50	\$50	No Change	No Change			N
3 Animal Nuisance (e.g. barking)	\$100	\$100	No Change	No Change			N
4 Animals in Excess of Maximum Allowed Penalty	\$50	\$50	No Change	No Change			N
5 Failure to Apply for Annual Animal Facility Permit	\$20	\$20	No Change	No Change			N
6 Inadequate Control or Confinement of Potentially Dangerous Animal Penalty	\$100	\$100	No Change	No Change			N
7 Late Payments for Animal Fees	10%	10%	No Change	No Change	7 days		N
8 Unlicensed dog or cat penalty	\$50	\$50	No Change	No Change			N
9 Violation of Leash Law	\$25	\$25	No Change	No Change			N
10 Dog License							
a) Altered	\$25	\$25	No Change	No Change			N
b) Late Fee	\$20	\$20	No Change	No Change			N
c) Unaltered	\$65	\$65	No Change	No Change			N
11 Cat License							
a) Altered	\$15	\$15	No Change	No Change			N
b) Late Fee	\$20	\$20	No Change	No Change			N
c) Unaltered	\$35	\$35	No Change	No Change			N
12 Dog Seller Fee							
a) 1st Permit within Calendar Year	\$89	\$89	No Change	No Change			N
b) 2nd Permit within Calendar Year	\$177	\$177	No Change	No Change			N
13 Cat Seller Fee							
a) 1st Permit within Calendar Year	\$59	\$59	No Change	No Change			N
b) 2nd Permit within Calendar Year	\$118	\$118	No Change	No Change			N
14 Animal Disposal Fee	Actual Cost	Actual Cost	No Change	No Change			N
15 Quarantining Animal Fee	Actual Cost	Actual Cost	No Change	No Change			N
16 Redemption of Impounded Animal Fee	Actual Cost	Actual Cost	No Change	No Change			N

**City of Milpitas**  
**ANIMAL REGULATION**

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
17 Annual Animal Adoption Permit Fee	\$59	\$59	No Change	No Change			N
18 Annual Animal Facility Permit Application Fee	\$59	\$59	No Change	No Change			N
19 Dangerous Animal Annual Permit Fee	\$177	\$177	No Change	No Change			N
20 Permit for Exception to Number or Type of Animals Allowed, Application Fee	\$24	\$24	No Change	No Change			N
21 Other Requested/Required Services - See City of San Jose (The City of Milpitas contracts with the City of San Jose for various Animal Regulation services)	See City of San Jose fee schedule	See City of San Jose fee schedule	No Change	No Change			N

# City of Milpitas

## RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
<b>ADULT RECREATION</b>							
<b>Adult Sports Enrichment Fees</b>							
1 Sports League (full season)							
a) per team	\$545 - \$775	\$545 - \$775	\$0	0%	per season		Y
b) Additional fee per non-resident player	\$11	\$11	\$0	0%	per season		Y
<b>AQUATICS</b>							
2 Recreational Swim	\$3 - \$8	\$5 - \$12	\$2 - \$4	varies	per person		Y
3 Swimming Lessons Group							
a) Residents	\$85 - \$116	\$85 - \$116	\$0	0%	per session		Y
4 Private Swimming Lessons							
a) Residents	\$40 - \$50	\$40 - \$50	\$0	0%	per half hour lesson		Y
<b>ARTS &amp; CULTURE PROGRAMS</b>							
5 Cultural Facilities Entrance Fee	\$0 - \$20	\$0 - \$20	\$0	0%	per person		Y
6 Cultural Event Activity Fee	\$0 - \$20	\$0 - \$20	\$0	0%	per person		Y
7 Busker Fee	\$0 - \$20	\$0 - \$20	\$0	0%	per event		Y
8 Artisan/Cottage Vendor Fee	\$25 - \$105	\$25 - \$105	\$0	0%	per event		Y
9 Theatre Audition/Cast Fee							
a) Residents	\$0 - \$143	\$0 - \$150	\$0 - \$7	varies	per production		Y
10 Theatre Entrance Fees							
a) General Production	\$0 - \$20	\$0 - \$20	\$0	0%	per person		Y
b) Special Production	\$0 - \$50	\$0 - \$50	\$0	0%	per person		Y
11 <b>CONTRACT CLASSES / PROGRAMS</b>	Instructor: Negotiated Rate	Instructor: Negotiated Rate					N

# City of Milpitas

## RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
<b>MEMBERSHIP</b>							
12 Senior Center Membership							
a) Residents	\$14 - \$18	\$15 - \$20	\$1 - \$2	varies	per year		Y
b) Non-Resident	\$34-\$38	\$35 - \$40	\$1 - \$2	varies	per year		Y
<b>Sports Center Membership</b>							
13 Fitness Passes - Per Visit Packages							
a) 5 visits	\$27	\$27	\$0	0%	per package		Y
b) 10 visits	\$54	\$54	\$0	0%	per package		Y
c) 15 visits	\$81	\$81	\$0	0%	per package		Y
d) 20 visits	\$108	\$108	\$0	0%	per package		Y
14 Fitness Passes Senior (50+) - Per Visit Packages							
a) 5 visits	\$17	\$17	\$0	0%	per package		Y
b) 10 visits	\$34	\$34	\$0	0%	per package		Y
c) 15 visits	\$51	\$51	\$0	0%	per package		Y
d) 20 visits	\$68	\$68	\$0	0%	per package		Y
15 Drop-In Fee	\$8 - \$14	\$8 - \$14	\$0	0%	per package		Y
16 Sports Center Unlimited Packages							
a) Monthly	\$70	\$70 - \$80	\$0 - \$10	varies	per package		Y
b) 3 Months	\$210	\$210 - \$220	\$0 - \$10	varies	per package		Y
c) 6 Months	\$310	\$310 - \$320	\$0 - \$10	varies	per package		Y
d) 12 Months	\$510	\$510 - \$520	\$0 - \$10	varies	per package		Y
17 Sports Center Unlimited Packages - Senior (50+)							
a) Monthly	\$40	\$40 - \$50	\$0 - \$10	varies	per package		Y
b) 3 Months	\$95	\$95 - \$105	\$0 - \$10	varies	per package		Y
c) 6 Months	\$145	\$145 - \$155	\$0 - \$10	varies	per package		Y
d) 12 Months	\$255	\$255 - \$265	\$0 - \$10	varies	per package		Y
18 Fitness Passes - Per Visit Packages - Non Resident							
a) 5 visits - Non Resident	\$32	\$32	\$0	0%	per package		Y
b) 10 visits - Non Resident	\$64	\$64	\$0	0%	per package		Y
c) 15 visits - Non Resident	\$96	\$96	\$0	0%	per package		Y
d) 20 visits - Non Resident	\$128	\$128	\$0	0%	per package		Y
19 Fitness Passes Senior (50+) - Per Visit Packages							
a) 5 visits - Non Resident	\$22	\$22	\$0	0%	per package		Y
b) 10 visits - Non Resident	\$44	\$44	\$0	0%	per package		Y
c) 15 visits - Non Resident	\$66	\$66	\$0	0%	per package		Y
d) 20 visits - Non Resident	\$88	\$88	\$0	0%	per package		Y

# City of Milpitas

## RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
20 Sports Center Unlimited Packages							
a) Monthly - Non Resident	\$80	\$80 - \$90	\$0 - \$10	varies	per package		Y
b) 3 Months - Non Resident	\$238	\$238 - \$248	\$0 - \$10	varies	per package		Y
c) 6 Months - Non Resident	\$362	\$362 - \$372	\$0 - \$10	varies	per package		Y
d) 12 Months - Non Resident	\$611	\$611 - \$621	\$0 - \$10	varies	per package		Y
21 Sports Center Unlimited Packages - Senior (50+)							
a) Monthly - Non Resident	\$49	\$49 - \$59	\$0 - \$10	varies	per package		Y
b) 3 Months - Non Resident	\$119	\$119 - \$129	\$0 - \$10	varies	per package		Y
c) 6 Months - Non Resident	\$191	\$191 - \$201	\$0 - \$10	varies	per package		Y
d) 12 Months - Non Resident	\$347	\$347 - \$357	\$0 - \$10	varies	per package		Y
<b>Artificial Turf Field</b>							
22 Deposit (Football/Soccer)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV & V	\$1,000	\$1,000	\$0	0%			N
23 Deposit (Soccer/Volleyball)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV & V	\$750	\$750	\$0	0%			N
24 Artificial Turf Football/Soccer w/o lights							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$160	\$160	\$0	0%	per hour		N
c) Priority V	\$321	\$321	\$0	0%	per hour		N
25 Artificial Turf Football/Soccer w/ lights							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$171	\$171	\$0	0%	per hour		N
c) Priority V	\$342	\$342	\$0	0%	per hour		N
26 Artificial Turf Volleyball/Soccer w/o lights							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$109	\$109	\$0	0%	per hour		N
c) Priority V	\$217	\$217	\$0	0%	per hour		N
27 Artificial Turf Volleyball/Soccer w/ lights							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$119	\$119	\$0	0%	per hour		N
c) Priority V	\$238	\$238	\$0	0%	per hour		N

# City of Milpitas

## RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
28 Tournament: Field w/o lights (Football)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$228	\$235	\$7	3%	per hour		N
c) Priority V	\$342	<del>\$353</del>	\$11	3%	per hour		N
29 Tournament: Field w/ lights (Football)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$238	\$245	\$7	3%	per hour		N
c) Priority V	\$357	<del>\$368</del>	\$11	3%	per hour		N
30 Tournament: Field w/o lights (Small)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$171	\$176	\$5	3%	per hour		N
c) Priority V	\$256	\$264	\$8	3%	per hour		N
31 Tournament: Field w/ lights (Small)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$181	\$187	\$6	3%	per hour		N
c) Priority V	\$272	\$280	\$8	3%	per hour		N
<b>Community Center Rentals</b>							
32 Application Fee (non-refundable)	\$21 - \$31	\$31 - \$41	\$10	varies	per rental		N
33 Rental Deposits: Classroom/Conference Room	\$200	\$200	\$0	0%	per rental		N
34 Rental Deposits: Auditorium	\$500	\$500	\$0	0%	per rental		N
35 Rental Deposits: Auditorium Screen	\$250	\$250	\$0	0%	per rental		N
36 Auditorium (3 hr. minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$109	\$109	\$0	0%	per hour		N
c) Priority IV	\$217	\$217	\$0	0%	per hour		N
d) Priority V	\$279	\$279	\$0	0%	per hour		N
37 Conference Room (2 hr. minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$38	\$38	\$0	0%	per hour		N
c) Priority IV	\$77	\$77	\$0	0%	per hour		N
d) Priority V	\$139	\$139	\$0	0%	per hour		N
38 Dance Studio. Craft Classroom (2 hr. minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$22	\$22	\$0	0%	per hour		N
c) Priority IV	\$43	\$43	\$0	0%	per hour		N
d) Priority V	\$106	\$106	\$0	0%	per hour		N

# City of Milpitas

## RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
39 Facility Attendant Fees							
a) Priority II,III, IV	\$32	\$32	\$0	0%	per hour		N
b) Priority V	\$64	\$64	\$0	0%	per hour		N
40 Piano							
a) Priority III, IV	\$22	\$22	\$0	0%	per day		N
b) Priority V	\$87	\$87	\$0	0%	per day		N
41 Auditorium Sound System (includes staff time)	\$54	\$54	\$0	0%	per hour		N
42 Podium	n/a - new	<del>\$25</del>	n/a - new	n/a - new	per day		N
43 Podium (with Delivery)	n/a - new	<del>\$50</del>	n/a - new	n/a - new	per day		N
<b>Field Rentals</b>							
44 Application Fee (non-refundable)	\$21 - \$31	\$31 - \$41	\$10	varies		[a]	N
45 Rental Deposits							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV & V	\$750	\$750	\$0	0%			N
46 Cricket Pitch							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$32	\$32	\$0	0%	per hour		N
c) Priority V	\$64	\$64	\$0	0%	per hour		N
47 Soccer Field w/o lights (2hr. Minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$32	\$32	\$0	0%	per hour		N
c) Priority V	\$64	\$64	\$0	0%	per hour		N
48 Soccer Field w/ lights (2hr. Minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$43	\$43	\$0	0%	per hour		N
c) Priority V	\$87	\$87	\$0	0%	per hour		N
49 Softball/ Baseball Field w/o lights (2hr minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$22	\$22	\$0	0%	per hour		N
c) Priority V	\$43	\$43	\$0	0%	per hour		N
50 Softball/ Baseball Field w/ lights (2hr minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$32	\$32	\$0	0%	per hour		N
c) Priority V	\$64	\$64	\$0	0%	per hour		N

# City of Milpitas

## RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
51 Tournaments: Field w/o lights							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$65	\$65	\$0	0%	per hour		N
c) Priority V	\$130	\$130	\$0	0%	per hour		N
52 Tournaments: Field w/ lights							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$86	\$86	\$0	0%	per hour		N
c) Priority V	\$172	\$172	\$0	0%	per hour		N
<b>Gym, Courts &amp; Pool Rentals</b>							
53 Application Fee (non-refundable)	\$21 - \$31	\$31 - \$41	\$10	varies			N
54 Rental Deposit							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV & V	\$750	\$750	\$0	0%			N
55 Large Gymnasium (3 hr. minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$88	\$92	\$4	5%			N
c) Priority V	\$176	\$184	\$8	5%			N
56 MSC Dance Studio (2 hr. minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$21	\$22	\$1	5%	per hour		N
c) Priority IV	\$42	\$44	\$2	5%	per hour		N
d) Priority V	\$102	\$107	\$5	5%	per hour		N
57 Tournaments: Large Gymnasium (3 hr. Minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$150	\$158	\$8	5%			N
c) Priority V	\$233	<del>\$245</del>	\$12	5%			N
58 Training Pool (2hr. minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$54 - \$74	\$54 - \$74	\$0	0%	per hr + 2 guards		N
c) Priority V	\$108 - \$128	\$108 - \$128	\$0	0%	per hr + 2 guards		N
59 Yard Pool (2 hr. minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$67 - \$87	\$67 - \$87	\$0	0%	per hr + 2 guards		N
c) Priority V	\$135 - \$155	\$135 - \$155	\$0	0%	per hr + 2 guards		N

# City of Milpitas

## RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
60 Meter Pool (2 hr. minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$78 - \$98	\$78 - \$98	\$0	0%	per hr + 2 guards		N
c) Priority V	\$155 - \$175	\$155 - \$175	\$0	0%	per hr + 2 guards		N
61 Facility Attendant/Scorekeeper (per attendant)						[a]	
a) Priority II & IV	\$32	\$32	\$0	0%	per hour		N
b) Priority V	\$64	\$64	\$0	0%	per hour		N
62 Lifeguard Fees (per Lifeguard)						[a]	
a) Priority II & IV	\$21	\$22	\$1	6%	per hour		N
b) Priority V	\$41	\$43	\$2	4%	per hour		N
63 Classroom (2hr. minimum)							
a) Priority II	n/a	n/a	\$0	0%			N
b) Priority III	\$22	\$22	\$0	0%	per hour		N
c) Priority IV	\$43	\$43	\$0	0%	per hour		N
d) Priority V	\$106	\$106	\$0	0%	per hour		N
e) Deckside Party Area	n/a - new fee	<del>\$35</del> - \$67	n/a - new fee	n/a - new fee	per rental		N
<b>Higuera Adobe</b>							
64 Application Fee (non-refundable)	\$21 - \$31	\$31 - \$41	\$10	varies		[b]	N
65 Rental Deposit	\$500	\$500	\$0	0%		[b]	N
66 Auditorium (3hr. Minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$54	\$54	\$0	0%	per hour		N
c) Priority IV	\$108	\$108	\$0	0%	per hour		N
d) Priority V	\$170	\$170	\$0	0%	per hour		N
67 Facility Attendant Fees (per attendant)							
a) Priority II, III, & IV	\$32	\$32	\$0	0%	per hour		N
b) Priority V	\$64	\$64	\$0	0%	per hour		N

# City of Milpitas

## RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
<b>City Hall</b>							
68 Application Fee (non-refundable)	\$30	\$31 - \$41	\$10	varies	per rental		N
69 Rental Deposit	\$500	\$500	\$0	0%		[b]	N
70 City Hall Rotunda (2 hr. minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$41	\$41	\$0	0%	per hour		N
c) Priority IV	\$83	\$83	\$0	0%	per hour		N
d) Priority V	\$166	\$166	\$0	0%	per hour		N
71 City Hall City Council Chambers (2 hr. minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$81	\$81	\$0	0%	per hour		N
c) Priority IV	\$269	\$269	\$0	0%	per hour		N
d) Priority V	\$538	\$538	\$0	0%	per hour		N
72 City Hall Veterans Plaza (2 hr. minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$41	\$41	\$0	0%	per hour		N
c) Priority IV	\$83	\$83	\$0	0%	per hour		N
d) Priority V	\$166	\$166	\$0	0%	per hour		N
73 Staff/hour - Maintenance and/or IT (per attendant / per staff member)	\$52	\$52 - \$120	varies	varies	per hour / per staff		N
<b>Special Event Venue/Open Space</b>							
74 Application Fee (non-refundable)	\$31	\$31 - \$41	\$10	varies	per application		N
75 Rental Deposits	\$1,000	\$1,000	\$0	0%	per day		N
76 Rental Fee							
a) Priority II & III	\$1,069	\$1,069	\$0	0%	per day		N
b) Priority IV	\$2,138	\$2,138	\$0	0%	per day		N
c) Priority V	\$3,207	\$3,207	\$0	0%	per day		N
77 Facility Attendant Fees (per attendant)	\$32	\$32	\$0	0%	per hour	[c],[d]	N

# City of Milpitas

## RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
<b>Mobile Stage Rental</b>							
78 Deposit (All Priorities)	\$1,000						N
79 Rental (All Priorities)	\$1,370–\$2,740				per day		Y
80 Light Package	\$110–\$1,100				per rental	{c}	Y
81 Light Mixer	\$110–\$440				per rental	{d}	Y
82 Light Tech	\$33–\$110				per hour	{e}	Y
83 Staff Fee	\$110–\$2,750				per hour	{f}	Y
84 Mileage	\$0.50–\$3.50				per mile	{g}	Y
85 ADA Ramp	\$270						Y
86 Truss Roof Cover/ Banner Support	\$110–\$440				per rental	{c}	Y
<b>Picnic Area Rentals</b>							
78 Application Fee (non-refundable)	\$21 - \$31	\$31 - \$41	\$10	varies			N
79 Rental Deposit: Large Picnic Area	\$250	\$250	\$0	0%			N
80 Small Parks with Restrooms (50 or less capacity)							
a) Priority III & IV	\$88	\$88	\$0	0%	per day per area	{b}	N
b) Priority V	\$155	\$155	\$0	0%	per day per area	{b}	N
81 Small Parks without Restrooms (50 or less capacity)							
a) Priority III & IV	\$67	\$67	\$0	0%	per day per area	{b}	N
b) Priority V	\$135	\$135	\$0	0%	per day per area	{b}	N
82 Medium Parks 50 to 100 or less capacity							
a) Priority III & IV	\$150	\$150	\$0	0%	per day per area	{b}	N
b) Priority V	\$212	\$212	\$0	0%	per day per area	{b}	N
83 Large Parks More than 100+ capacity							
a) Priority III & IV	\$342	\$342	\$0	0%	per day per area	{b}	N
b) Priority V	\$404	\$404	\$0	0%	per day per area	{b}	N
84 Bounce House Permit							
a) Priority III & IV	n/a - new	<del>\$60</del>	n/a - new	n/a - new		{b}	N
b) Priority V	n/a - new	<del>\$100</del>	n/a - new	n/a - new		{b}	N

# City of Milpitas

## RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflation
<b>Sal Cracolice Facility Rental</b>							
85 Application Fee (non-refundable)	\$22 - \$34	\$31 - \$41	varies	varies			N
86 Rental Deposit Meeting Room	\$200	\$200	\$0	0%	per rental		N
87 Rental Deposit Amphitheater	\$500	\$500	\$0	0%	per rental		N
88 Rental Deposit Auditorium	\$500	\$500	\$0	0%			N
89 Auditorium w/kitchenette (3hr. Minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$88	\$88	\$0	0%	per hour		N
c) Priority IV	\$176	\$176	\$0	0%	per hour		N
d) Priority V	\$238	\$238	\$0	0%	per hour		N
90 Facility Attendant Fees (per attendant)							
a) Priority II, III, & IV	\$32	\$32	\$0	0%	per hour		N
b) Priority V	\$64	\$64	\$0	0%	per hour		N
91 Amphitheatre							
a) Priority II, III, & IV	\$135	\$135	\$0	0%	per hour		N
b) Priority V	\$197	\$197	\$0	0%	per hour		N
92 Meeting Room (2 hr Minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$49	\$49	\$0	0%	per hour		N
c) Priority IV	\$97	\$97	\$0	0%	per hour		N
d) Priority V	\$159	\$159	\$0	0%	per hour		N

# City of Milpitas

## RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
<b>Senior Center Rentals</b>							
93 Application Fee (non-refundable)	\$22 - \$34	\$31 - \$41	varies	varies			N
94 Rental Deposits: Auditorium	\$500	\$500	\$0	0%			N
95 Rental Deposits: Classrooms							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$200	\$200	\$0	0%			N
c) Priority IV	\$200	\$200	\$0	0%			N
d) Priority V	\$200	\$200	\$0	0%			N
96 Community Room Auditorium ( 3hr. Minimum)							
a) Priority II	no fee	no fee	\$0	0%	per hour		N
b) Priority III	\$98	\$98	\$0	0%	per hour		N
c) Priority IV	\$197	\$197	\$0	0%	per hour		N
d) Priority V	\$259	\$259	\$0	0%	per hour		N
97 Classroom 140 and 141 (Full) (2 hr. Minimum)							
a) Priority II	no fee	no fee	\$0	0%	per hour		N
b) Priority III	\$49	\$49	\$0	0%	per hour		N
c) Priority IV	\$97	\$97	\$0	0%	per hour		N
d) Priority V	\$159	\$159	\$0	0%	per hour		N
98 Classroom 140 and 141 (Half)							
a) Priority II	no fee	no fee	\$0	0%	per hour		N
b) Priority III	\$27	\$27	\$0	0%	per hour		N
c) Priority IV	\$54	\$54	\$0	0%	per hour		N
d) Priority V	\$116	\$116	\$0	0%	per hour		N
99 Facility Attendant Fees (per attendant)							
a) Priority II, III, & IV	\$32	\$32	\$0	0%	per hour		N
b) Priority V	\$64	\$64	\$0	0%	per hour		N
100 Dance Studio							
a) Priority II	no fee	no fee	\$0	0%	per hour		N
b) Priority III	\$22	\$22	\$0	0%	per hour		N
c) Priority IV	\$43	\$43	\$0	0%	per hour		N
d) Priority V	\$106	\$106	\$0	0%	per hour		N

# City of Milpitas

## RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
<b>Community Garden</b>							
101 Garden Plots (Residents Only)							
a) Potable Water Community Gardens	\$ .75 - \$ 1.15	\$1.00 - \$1.50	\$0.25 - \$0.35	varies	per sq. foot		N
b) Recycled Water Community Gardens	\$ .15 - \$ .55	\$0.75 - \$1.05	\$0.50 - \$0.60	varies	per sq. foot		N
<b>Pickleball / Tennis Court Rentals</b>							
102 Deposit	\$250	\$250	\$0	0%			N
103 Courts w/o lights (per court)							
a) Priority II & III	n/a	n/a	\$0	0%	per hour / per court		N
b) Priority IV	\$9	\$9	\$0	0%	per hour / per court		N
c) Priority V	\$11	<del>\$18</del>	\$7	67%	per hour / per court		N
104 Courts w/ lights (per court)							
a) Priority II & III	n/a	n/a	\$0	0%	per hour / per court		N
b) Priority IV	\$11	\$11	\$0	0%	per hour / per court		N
c) Priority V	\$13	<del>\$21</del>	\$8	62%	per hour / per court		N
105 Tournament: Courts w/o lights (per court)							
a) Priority II & III	n/a	n/a	\$0	0%	per hour / per court		N
b) Priority IV	\$28	\$28	\$0	0%	per hour / per court		N
c) Priority V	\$56	\$56	\$0	0%	per hour / per court		N
106 Tournament: Courts w/ lights (per court)							
a) Priority II & III	n/a	n/a	\$0	0%	per hour / per court		N
b) Priority IV	\$32	\$32	\$0	0%	per hour / per court		N
c) Priority V	\$65	\$65	\$0	0%	per hour / per court		N
<b>Senior Enrichment Fees(50+ years of age)</b>							
107 Senior Center Programs-Classes	\$5 - \$8	\$5 - \$8	\$0	0%	per hour instruction		Y
108 Senior Center Citizen Trip Admin Fee	Actual cost to City + Trip Admission Fee	Actual cost to City + Trip Admission Fee	\$0	0%	per activity	[e]	Y
109 Senior Center Events	\$0 - \$20	\$0 - \$25	\$0 - \$5	varies	per day/ticket		Y
110 Senior Center Event Non-Member Fee	\$5 - \$10	\$5 - \$10	\$0	0%	per day/ticket		Y
111 Senior Center Program/Class Non-Resident Fee	\$11	\$11	\$0	0%	per class		Y

# City of Milpitas

## RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
<b>SPECIAL EVENTS</b>							
<b>Special Event Fees</b>							
112 Special Event Entrance Fee	\$0 - \$150	\$0 - \$150	\$0	0%	per event		Y
113 Special Events Activity Fee	\$0 - \$40	\$0 - \$50	\$0 - \$10	varies	per activity		Y
114 Special Event Vendor Fees	\$105 - \$545	\$105 - \$545	\$0	0%	per space OR 5% - 20% net sales		Y
115 Special Event Non-Profit Vendor Fees	\$0 - \$275	\$0 - \$275	\$0	0%	per space OR 0% - 10% net sales		Y
<b>YOUTH</b>							
<b>Youth Enrichment Fees</b>							
116 Youth Sports User Fee							
a) Outdoor	\$10	\$10	\$0	0%	per player per season		Y
b) Indoor	\$21	\$21	\$0	0%	per player per season		Y
117 After School Program							
a) Residents	\$8 - \$15	\$10 - \$20	\$2 - \$5	varies	per day for residents		Y
b) Drop-In	n/a - new	<del>\$15</del> - \$40	n/a - new	n/a - new	per day		Y
118 Late fee for After-School/Day Camp Programs							
a) 1st offense & 2nd offense	\$12	\$12	\$0	0%	per each 10 minutes		Y
b) 3rd offense or more	\$28	\$28	\$0	0%	per each 10 minutes		Y
119 Day Camp (Regular Day) – Internal Staff Run	\$202 - \$223	\$202 - \$223	\$0	0%	per week		Y
120 Day Camp Extended Care – Internal Staff Run	\$46	\$46	\$0	0%	per week		Y
<b>Department General Fees</b>							
121 General Internal Class Program Fees	Staff time + Materials	Staff time + Materials	\$0	0%			Y
122 Membership Card replacement fee	\$5	\$5	\$0	0%			Y
123 Transaction Fee	\$4 - \$7	\$1 - \$12	(\$3) - \$5	varies	per receipt		Y
124 Trips	Actual cost to City + Trip Admission Fee	Actual cost to City + Trip Admission Fee	\$0	0%			Y
125 General Non-Resident Fees	\$22 - \$33	\$22 - \$33	\$0	0%	per person/class/ month/program or trip		Y
126 Rental Deposits: All other rooms	\$200	\$200	\$0	0%			N
127 Recreation Services Merchandise	actual cost + % mark-up	actual cost + % mark-up	\$0	0%			Y
128 Milpitas Resident Senior Citizen Discount (50 years+)	25% off any non-senior center based class	25% off any non-senior center based class	\$0	0%			Y
129 Credit Card Chargeback Fee	n/a - new	<del>\$30</del>	n/a - new	n/a - new			Y

# City of Milpitas

## RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
130 Contractor SAM Insurance Fee	n/a - new	\$5 - <del>\$50</del>	n/a - new	n/a - new	per session/event/program		Y
131 Rental Transfer Fee	\$100	\$100	\$0	0%	per request		Y
132 Transaction Fee	\$4 - \$7	\$4 - \$10	\$0 - \$3	varies	per transaction		Y
133 Picnic Rental Transfer Fee	\$30	\$30	\$0	0%	per request		Y

Notes:

- [a] No fee for Priority III.
- [b] No fee for Priority II.
- [c] Based on needs and packages.
- [d] Based on needs and days.
- [e] ~~Based on cost of tech.~~
- [f] ~~Based on needs, actual costs of staff used in rental, time for load in/out and transportation.~~
- [g] ~~Based on current gas prices.~~
- [e] Depending on trip costs.

Additional Notes:

\* Recreation Fees recovery goals may be adjusted/balanced based on market factors.

# City of Milpitas

## FINANCE / ADMINISTRATIVE FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
1 Bond Payoff Calculation	\$187	\$201	<del>\$200</del>	99%		\$13	7%		Y
2 Business License									
a) New Application Processing Fee	\$50	\$67	<del>\$65</del>	97%	per year	\$15	30%		Y
b) Processing Fee (renewal)	\$25	\$27	\$27	100%	per year	\$2	7%		Y
3 Phone Check Fee (User Fee - Finance)	\$15	\$27	\$15	56%		\$0	0%		N
4 Property Damage Invoice Processing Fee	\$30	\$40	<del>\$40</del>	99%	plus replacement cost	\$10	33%		Y
5 Credit Card Transaction Processing Fee	2.40%		2.40%	100%	% of amount paid by credit card	\$0	0%		N

**City of Milpitas**  
**CITY CLERK FEES**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflation
1 Late Fine for Political Reform Act Filings	\$10		\$10	n/a	per day; up to \$100 maximum fine	No Change	No Change	[a]	N
2 Retrieval Fee for Political Reform Act Statements (5 or more years old)	\$5 per search plus \$0.10 per page		\$5 per search plus \$0.10 per page	n/a		No Change	No Change	[b]	N
3 Bingo License Renewals (Municipal Code)	\$50		\$50	n/a		No Change	No Change	[c]	N
4 Public Records Duplication Fees									
a) Standard B&W (up to 11" x 17")	\$0.10		<del>\$0.15</del>	n/a	per page	\$0.05	50%		Y
b) Standard Color (up to 11" x 17")	\$0.10		<del>\$0.35</del>	n/a	per page	\$0.25	250%		Y
c) Large Format (larger than 11" x 17")	\$4.00		\$4.00	n/a	per page	No Change	No Change		Y
d) Requests Requiring Special Programming or Formatting	Actual Cost		Actual Cost		per hour / T&M	No Change	No Change		N
5 Lobbyist Annual Registration Fee	\$50		\$50	n/a	per registration	No Change	No Change	[d]	N
a) For each client with compensation in excess of \$500	\$15		\$15	n/a		No Change	No Change		N
6 City Council Meeting Agenda Subscription	\$20 plus postage	\$22	\$20 plus postage	93%	per mailed hard copy	No Change	No Change		N

[a] Set by California Government Code Section 91013.

[b] Set by California Government Code Section 81008.

[c] Set by California Penal Code Section 326.5.

[d] Fee set to match California Secretary of State.

**City of Milpitas**  
**INFORMATION TECHNOLOGY**

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
1 Digital Media Reproduction	\$20	\$46	\$20	44%	per flash drive/DVD, etc.	\$0	0%		N
2 Requests Requiring Special Programming or Formatting	Actual Cost	varies	Actual Cost	n/a	per hour / T&M	No Change	No Change		N



**CITY OF MILPITAS  
AGENDA REPORT  
(AR)**

<b>Item Title:</b>	<b>Authorize the City Manager, or Designee, to Execute an Amendment to the Cayenta Software Support and Maintenance Agreement with N. Harris Computer Corporation (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)</b>
<b>Category:</b>	Consent Calendar-Community Services and Sustainable Infrastructure
<b>Meeting Date:</b>	6/2/2026
<b>Recommendation:</b>	Authorize the City Manager, or designee, to execute an amendment to the Cayenta Software Support and Maintenance Agreement with N. Harris Computer Corporation, subject to the appropriation of funds, to: (1) Extend the Agreement for one additional year through June 30, 2027 and increase the contract amount by \$317,063, for a revised contract not-to-exceed of \$2,051,416, plus a 10% contingency of \$31,706 for as-required related services, for a total not-to-exceed of \$2,083,122; (2) Add four additional one-year options to extend the Agreement through June 30, 2031 for ongoing maintenance and support of the Cayenta Utility Billing System, at estimated costs not to exceed \$480,794 for the four option terms, plus a 10% contingency of \$48,079 for as-required related services, for a total estimated not-to-exceed of \$528,873; and (3) Authorize City Manager or designee to exercise those options as appropriate, subject to appropriations.

**BACKGROUND:**

In 1996, the City implemented the N. Harris Computer Corporation (Harris) Cayenta financial management and utility billing software. On [November 17, 2020](#), the City Council authorized staff to execute a Support and Maintenance Agreement (Agreement) with Harris as a sole source vendor for a three-year term. The Agreement was executed on December 3, 2020 and has been amended twice to extend the term and add additional funds. The current Agreement has a not-to-exceed compensation of \$1,734,353 and ends June 30, 2026.

Following a competitive Request for Proposal process conducted in 2023, the City selected Tyler Technologies, Inc. (Tyler) to replace Cayenta as its enterprise resource planning system. The majority of the City's financial and accounting functions migrated from Cayenta to Tyler on July 1, 2025, and the Payroll module is scheduled to follow on January 1, 2027. The Utility Billing system will remain on the Cayenta platform for the foreseeable future.

**ANALYSIS:**

The current Cayenta Software Support and Maintenance Agreement expires on June 30, 2026. Continued support is necessary to (1) preserve inquiry access to historical financial records and reporting for modules already transitioned to Tyler Technologies, (2) maintain operational support of the Cayenta Payroll module until it goes live in Tyler on January 1, 2027, and (3) provide ongoing maintenance and support of the Cayenta Utility Billing system.

As the developer and owner of the proprietary Cayenta software platform, Harris is the only provider that can furnish maintenance and support services for it. The Purchasing Agent approved the sole source designation for Harris through June 30, 2031 on May 28, 2026 pursuant to Municipal Code [§I-2--3.06 \(Sole Source Procurement\)](#).

Staff requests authority to amend the Agreement to extend the term one additional year through June 30, 2027 and include the following:

- Support and maintenance for inquiry-only access to the Cayenta Accounts Payable, Accounts Receivable, and Purchase Order modules;
- Support and maintenance for full operational access to the Cayenta Payroll, General Ledger, Project Accounting, and associated modules;
- Support and maintenance for the Cayenta Utility Billing system;
- Implementation of the Milpitas Assistance Program Utility Bill Subsidy changes approved by City Council on February 17, 2026;
- Processing, printing, and mailing of tax year 2026 IRS Forms 1094-C and 1095-C required under the Affordable Care Act; and
- A 10% contingency for any required additional related services.

Staff also request authority to add four one-year options to extend the term through June 30, 2031, exercisable at the City's sole discretion, for continued maintenance and support of the Cayenta Utility Billing system. Option pricing is based on a maximum annual escalation of 5% over the prior year.

**POLICY ALTERNATIVE(S):**

**Alternative 1:** Do not approve this amendment.

**Pros:** No additional City funds would be expended.

**Cons:** The City would have to operate mission-critical software that provides utility billing and payroll services to City staff and residents without ongoing support and maintenance.

**Reason for Not Recommending:** Operating the Cayenta platform without ongoing vendor support places the City's utility billing operations, payroll processing, and access to historical financial records at risk of disruption or loss of functionality. Additionally, without this amendment, staff would be unable to implement the Council-approved Milpitas Assistance Program Utility Bill Subsidy changes or process, print, and mail IRS Forms 1094-C and 1095-C for tax year 2026, exposing the City to potential penalties for non-compliance with the Affordable Care Act.

**PROJECT SCHEDULE/KEY MILESTONES**

Following approval of this recommendation, staff will negotiate and execute an amendment to the Agreement no later than July 1, 2026.

**FISCAL IMPACT:**

The recommended amendment increases the Agreement's maximum compensation by \$317,063, plus a 10% contingency of \$31,706 for as-needed related services, subject to the appropriation of funds.

The cost breakdown by service for the one-year extension is as follows:

<b>Service</b>	<b>Amount</b>
Inquiry access to Cayenta AP/AR/PO modules	\$40,898
Full access to Cayenta Payroll/GL/Project Accounting modules	\$127,083
Cayenta Utility Billing System maintenance	\$106,238
Implementation of MAP Utility Bill Subsidy changes	\$39,744
2026 ACA Form 1094-C / 1095-C processing	\$3,100
<b>Total</b>	<b>\$317,063</b>

The full amount is contemplated in the FY 2026-27 Proposed Operating Budget, which will be reviewed by City Council in June 2026:

<b>Fund</b>	<b>Purpose</b>	<b>FY 2026-27 Request</b>
General Fund	Inquiry access, full module access, ACA form processing	\$193,000
Water Operating & Maintenance Fund	Cayenta Utility Billing System maintenance	\$42,000
Sewer Operating & Maintenance Fund	Cayenta Utility Billing System maintenance	\$42,000
MAP Utilities Subsidy Fund	MAP Utility Bill Subsidy implementation	\$39,744
<b>Total Requested</b>		<b>\$316,744</b>

Together, the FY 2026-27 funding requests total \$316,744, leaving a projected shortfall of \$319 against the \$317,063 total, which staff expect to absorb at the budget account level.

The 10% contingency of \$31,706 on the one-year extension is subject to the appropriation of funds. If all four option years are exercised, the estimated cost across those years would be \$480,794 (based on a maximum 5% annual escalation), plus a 10% contingency of \$48,079, for a total potential commitment of \$528,873 through June 30, 2031. Option-year costs and contingency will be appropriated through the City's annual budgeting process in each respective fiscal year.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

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

**ATTACHMENT(S):**

None.



## CITY OF MILPITAS AGENDA REPORT (AR)

<b>Item Title:</b>	<b>Authorize the City Manager, or Designee, to Execute Amendment No. 3 to the Agreement with Chandler Asset Management, Inc. for Investment Services (Staff Contact: Luz Cofresi-Howe, Finance Director, 408-586-3111)</b>
<b>Category:</b>	Consent Calendar-Leadership and Support Services
<b>Meeting Date:</b>	6/2/2026
<b>Recommendation:</b>	Authorize the City Manager, or designee, to execute Amendment No. 3 to the Professional Services Agreement with Chandler Asset Management, Inc. for Investment Services (Contract No. 253), extending the term through December 31, 2026 and increasing the not-to-exceed compensation by \$100,000, for a revised total not-to-exceed amount of \$890,000.

### **BACKGROUND:**

On [March 3, 2020](#), the City Council authorized execution of a five-year Professional Services Agreement (Agreement) with Chandler Asset Management, Inc. (Chandler) to provide investment management services for the City's pooled investment portfolio, with a not-to-exceed amount of \$790,000 and an initial term of April 13, 2020 through April 12, 2025. The Agreement was awarded following a competitive Request for Proposal process (RFP No. 2373) in which Chandler was the highest-ranked of two firms responding.

The Agreement has since been amended twice administratively, with no change in compensation in either case:

- Amendment No. 1 (executed March 3, 2025) extended the term from April 12, 2025 to September 30, 2025.
- Amendment No. 2 (executed September 23, 2025) extended the term from September 30, 2025 to March 31, 2026.

Both prior amendments were short-term administrative extensions intended to provide time to develop and conduct a competitive procurement. Following negotiation of further amendment terms with Chandler, investment management services have continued without interruption since the March 31, 2026 expiration of Amendment No. 2.

Amendment No. 3 would extend the term of the Agreement through December 31, 2026 and increase the not-to-exceed amount by \$100,000 to a revised total of \$890,000. City Council authorization is required as Amendment No. 3 increases the compensation ceiling beyond the not-to-exceed amount approved by the City Council in 2020.

### **ANALYSIS:**

The City currently retains two investment managers under separate procurements. Chandler manages the City's general pooled investment portfolio under Contract No. 253. U.S. Bancorp Asset Management, Inc., doing business as PFM Asset Management LLC (PFM), manages the City's Section 115 trust portfolio under a separate agreement. Both engagements have reached the end of their initial contract framework.

Staff intends to conduct competitive procurements covering investment management services for both the general pooled portfolio and the Section 115 trust portfolio. Extending the Chandler Agreement through December 31, 2026 provides the time needed to develop the scope of work, issue the procurement, evaluate proposals, interview finalists, return to the City Council with an award recommendation, and transition portfolio management to the selected firm(s) without disruption to the City's investment operations or quarterly reporting obligations.

The additional \$100,000 in compensation covers Chandler's services from April 1, 2026 through the extended December 31, 2026 term. Chandler's tiered fee schedule, established in Exhibit B of the Agreement and excerpted below, is not changed by this Amendment.

Fee Schedule	
Assets Under Management	Annual Asset Management Fee
First \$50 million	0.08 of 1% (8 basis points)
Next \$75 million	0.06 of 1% (6 basis points)
Next \$125 million	0.04 of 1% (4 basis points)
Assets over \$250 million	0.03 of 1% (3 basis points)

**POLICY ALTERNATIVE(S):**

**Alternative 1:** Do not authorize Amendment No. 3 and direct staff to issue immediate procurements without an interim extension of the Chandler Agreement.

Pros: The City would begin competitive procurement of investment management services without further extending the existing Agreement.

Cons: A new procurement, evaluation, award, and onboarding process for an investment manager of the City's approximately \$300 million pooled portfolio cannot be completed in the time remaining under the current Agreement. Allowing the Agreement to lapse without an extension would create a gap in active portfolio management, risk a degradation of investment income, and require either internal staff to assume direct portfolio management on a contingency basis or a hurried sole-source engagement.

Reason for Not Recommending: A brief extension of the existing Chandler Agreement preserves continuity of investment management services for the City's pooled portfolio, allows staff to conduct a well-developed competitive procurement covering both the general pooled portfolio and the Section 115 trust portfolio, and protects the City's investment income while the procurement is completed.

**PROJECT SCHEDULE/KEY MILESTONES**

Milestone	Date	Status
City Council Authorization of Amendment No. 3	June 2, 2026	Pending
Execute Amendment No. 3	June 2026	Pending
Develop and issue RFP for investment management services	Summer 2026	Pending
Evaluate proposals and interview finalists	Fall 2026	Pending
Return to City Council with award recommendation	Q4 2026	Pending
Transition portfolio management to selected firm(s)	By December 31, 2026	Pending

**FISCAL IMPACT:**

Approval of Amendment No. 3 increases the not-to-exceed amount under the Agreement from \$790,000 to \$890,000, an increase of \$100,000, to fund Chandler's services through December 31, 2026. The estimated cost of services during the extension period is consistent with the City's historical experience under the Agreement and is based on the unchanged tiered fee schedule. Funding is included in the Finance Department's adopted FY 2025-26 operating budget and the proposed FY 2026-27 operating budget. All payments under the Agreement remain subject to the appropriation of funds.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

This item is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline §15378(b)(5) because it is an administrative activity that will not result in a direct or indirect physical change in the environment.

**ATTACHMENT(S):**

None.



## CITY OF MILPITAS AGENDA REPORT (AR)

<b>Item Title:</b>	<b>Adopt Resolutions Approving the Continued Investment of Monies in the Local Agency Investment Fund and Designating Officers Authorized to Sign on the Respective Accounts (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)</b>
<b>Category:</b>	Consent Calendar-Leadership and Support Services
<b>Meeting Date:</b>	6/2/2026
<b>Recommendation:</b>	(1) Adopt a resolution of the Milpitas City Council approving the continued investment of monies in the Local Agency Investment Fund and designating officers authorized to sign on the respective accounts; and (2) Adopt a resolution of the Board of Directors of the Milpitas Public Financing Authority approving the continued investment of monies in the Local Agency Investment Fund and designating officers authorized to sign on the respective accounts.

### **BACKGROUND:**

The City of Milpitas and the Milpitas Public Financing Authority (PFA) have been participating in the State of California Local Agency Investment Fund (LAIF) since 1977. The LAIF is a voluntary investment alternative for California local governments and special districts, and is administered by the State Treasurer under Government Code Section [16429.1](#) et seq. All securities are purchased under the authority of Government Code §§[16403](#) and [16480.4](#). The LAIF offers local agencies the opportunity to participate in a pooled portfolio which invests billions of dollars, using the investment expertise of the State Treasurer’s Office professional investment staff at no additional cost to the taxpayer. Multiple oversight boards and committees monitor the activities of LAIF and transactions are audited daily. The LAIF has grown from 293 participants and \$468 million in 1977 to 2,335 participants and \$27.3 billion at the end of March 2026. As a State of California managed investment pool, the LAIF is an allowed investment under the [City of Milpitas Investment Policy – Fiscal Year 2025-26, Authorized Investments \(9\)](#), last adopted by City Council action through Resolution 9454 at its [October 28, 2025](#) special meeting.

LAIF requires the governing body of each participating local agency to adopt a resolution authorizing designated officers to manage deposits and withdrawals from the agency’s LAIF account. The most recent authorization for the City and the PFA was adopted at the [June 17, 2025](#) Joint Meeting of the Milpitas City Council, Housing Authority, and Public Financing Authority, when the City Council adopted Resolution No. 9382 and the Public Financing Authority Board adopted PFA Resolution No. 29. Each resolution designated the incumbents of the City Manager, Assistant City Manager, Finance Director, Assistant Finance Director, and Budget Manager positions, and their successors, as authorized signatories on the respective LAIF accounts in accordance with LAIF guidelines.

### **ANALYSIS:**

The appointment on [May 19, 2026](#) of Willie A. Hopkins, Jr. as City Manager and the upcoming departure of Assistant City Manager Matt Cano on June 5, 2026 necessitate updated LAIF signature authorizations for the City and the PFA, since LAIF requires named individuals on file for each signatory position. The updated resolutions designate the incumbents of the City Manager, Assistant City Manager, Finance Director, Assistant Finance Director, and Budget Manager positions, and their successors in office, as authorized to order deposits, withdrawals, and execute documents necessary to effectuate transactions on the respective LAIF accounts. The resolutions will be filed with LAIF on June 8, 2026 – the first business day following Mr. Cano's departure – and will supersede all prior LAIF signature authorizations on file. At the time of filing, the Assistant

City Manager position will be vacant and covered by the resolutions' "or successors in office" provision pending appointment of a successor.

**POLICY ALTERNATIVE(S):**

**Alternative 1:** Do not adopt the proposed resolutions.

Pros: None

Cons: Without updated signature authority, the City and PFA would be unable to direct deposits to or withdrawals from their respective LAIF accounts in compliance with LAIF guidelines.

Reason for Not Recommending: Not updating City and the Public Financing Authority account authorizations is inconsistent with LAIF guidelines.

**PROJECT SCHEDULE/KEY MILESTONES**

<b>Milestone</b>	<b>Date(s)</b>	<b>Status</b>
City Council Adoption of Resolutions	June 2, 2026	Pending
File Resolutions with LAIF	June 8, 2026	Pending

**FISCAL IMPACT:**

There is no fiscal impact to this recommendation.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The City Council adoption of the recommended action is not a "project" under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline §15378(b)(5) because it is an administrative activity that will not result in a direct or indirect physical change in the environment.

**ATTACHMENT(S):**

- (a) City Council Resolution
- (b) Milpitas Public Financing Authority Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS  
AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY  
INVESTMENT FUND**

**WHEREAS**, Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein is in the best interests of the City of Milpitas.

**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 does hereby authorize the deposit and withdrawal of City monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code as stated herein, and verification by the State Treasurer’s Office of all banking information provided in that regard.
3. The following City of Milpitas officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

\_\_\_\_\_  
Willie A. Hopkins, Jr., City Manager

\_\_\_\_\_  
Matt Cano, Assistant City Manager

\_\_\_\_\_  
Luz Cofresí-Howe, Finance Director

\_\_\_\_\_  
Gabrielle Tsang, Assistant Finance Director

\_\_\_\_\_  
Alice Vurich, Budget Manager

PASSED AND ADOPTED this \_\_\_\_ day of June, 2026, by the following vote:

AYES:     ( )

NOES:     ( )

ABSENT:   ( )

ABSTAIN:  ( )

ATTEST:

\_\_\_\_\_  
Suzanne Guzzetta, City Clerk

APPROVED:

\_\_\_\_\_  
Carmen Montano, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian M. Curtis, City Attorney

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MILPITAS PUBLIC FINANCING AUTHORITY AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

**WHEREAS**, Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the Board of Directors of the Milpitas Public Financing Authority (“Authority”) does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein is in the best interests of the Authority.

**NOW, THEREFORE**, the Board of Directors of the Milpitas Public Financing Authority hereby finds, determines, and resolves as follows:

1. The Board of Directors 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 Board of Directors does hereby authorize the deposit and withdrawal of Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code as stated herein, and verification by the State Treasurer’s Office of all banking information provided in that regard.
3. The following Authority officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

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Willie A. Hopkins, Jr., Authority Director

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Matt Cano, Assistant Authority Director

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Luz Cofresí-Howe, Treasurer

---

Gabrielle Tsang, Assistant Treasurer

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Alice Vurich, Budget Manager

PASSED AND ADOPTED this \_\_\_\_ day of June, 2026, by the following vote:

AYES:     ( )

NOES:     ( )

ABSENT:   ( )

ABSTAIN:  ( )

ATTEST:

\_\_\_\_\_  
Suzanne Guzzetta, Authority Secretary

APPROVED:

\_\_\_\_\_  
Carmen Montano, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian M. Curtis, City Attorney



## CITY OF MILPITAS AGENDA REPORT (AR)

<b>Item Title:</b>	<b>Authorize the City Manager, or Designee, to Negotiate and Execute Two Renewal Options Under the Professional Services Agreement with JPMorgan Chase Bank, N.A. for Comprehensive Banking Services (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)</b>
<b>Category:</b>	Consent Calendar-Leadership and Support Services
<b>Meeting Date:</b>	6/2/2026
<b>Recommendation:</b>	Authorize the City Manager, or designee, to negotiate and execute the two two-year renewal options under the existing Professional Services Agreement with JPMorgan Chase Bank, N.A. for Comprehensive Banking Services, extending the maximum term of the Agreement through June 30, 2030, subject to the appropriation of funds.

**BACKGROUND:**

On [February 16, 2021](#), the City Council approved a five-year Professional Services Agreement with JPMorgan Chase Bank, N.A. (JPMorgan Chase) for comprehensive banking services. The Agreement was awarded through a competitive Request for Proposal process (RFP No. 2466), in which JPMorgan Chase was the highest-ranked of five firms across all five service groups. The Agreement provides for an initial term ending June 30, 2026 and includes two (2) two-year renewal options under Section 5, subject to mutual agreement of the parties on the Schedule of Charges for each renewal term, for a maximum possible term of nine (9) years through June 30, 2030.

The February 16, 2021 Agenda Report identified that the renewal options would be subject to Council approval. The Recommendation as adopted, however, authorized execution of the initial Agreement but did not separately authorize the City Manager to negotiate and execute the renewal options. This report formalizes that authorization to allow the City to exercise the renewal options as contemplated by the original Agreement.

**ANALYSIS:**

JPMorgan Chase has performed in accordance with the Agreement throughout the initial term, providing the City with comprehensive banking services across general banking, lockbox, merchant card, purchasing card, and integrated payables. Staff has not identified performance concerns that would warrant transitioning to a different banking provider, and initiating a new competitive procurement at this time would carry significant transition cost and operational disruption for services that are currently performing as expected.

Staff recommends authorizing the City Manager, or designee, to negotiate and execute both two-year renewal options as provided in Section 5 of the Agreement. The Schedule of Charges for each renewal will be negotiated at the time of that renewal as required by the Agreement. The City retains its right under the Agreement to review JPMorgan Chase's performance annually and to cancel all or part of the Agreement.

Without this authorization, the Agreement and the City's banking services through JPMorgan Chase would expire on June 30, 2026.

**POLICY ALTERNATIVE(S):**

**Alternative 1:** Do not authorize exercise of the renewal options.

**Pros:** The City would re-solicit the banking services market through a new competitive procurement.

**Cons:** A new banking services procurement would require 12 to 18 months to develop, evaluate, and transition, necessitating either an interim arrangement with JPMorgan Chase past the June 30, 2026 expiration or substantial operational disruption to the City's payment, deposit, and merchant card operations. Significant City staff time and implementation costs would be incurred for services that are currently performing as expected.

**Reason for Not Recommending:** JPMorgan Chase has performed satisfactorily under the existing Agreement. The renewal options were negotiated into the Agreement specifically to provide the City with continuity at a known framework, and exercising them is consistent with the procurement framework Council adopted in February 2021.

**PROJECT SCHEDULE/KEY MILESTONES**

<b>Milestone</b>	<b>Date</b>	<b>Status</b>
City Council Authorization	June 2, 2026	Pending
Negotiate and execute first renewal option (term: July 1, 2026 – June 30, 2028)	By June 30, 2026	Pending
Negotiate and execute second renewal option (term: July 1, 2028 – June 30, 2030)	By June 30, 2028	Pending
Maximum Agreement term ends	June 30, 2030	—

**FISCAL IMPACT:**

Comprehensive banking services with JPMorgan Chase have averaged approximately \$54,000 per fiscal year during the initial five-year term. The Schedule of Charges for each renewal term will be negotiated by staff and JPMorgan Chase under Section 5 of the Agreement, and any resulting payments will be subject to the appropriation of funds. Funding for banking services is included in the annual operating budget on a recurring basis. Approval of this recommendation does not commit the City to a specific dollar amount.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

This item is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline §15378(b)(5) because it is an administrative activity that will not result in a direct or indirect physical change in the environment.

**ATTACHMENT(S):**

(a) Professional Services Agreement with JPMorgan Chase Bank, N.A. (executed February 2021)

**CITY OF MILPITAS  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of 4 JUNE 2021 ("Effective Date") by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and **PFM Asset Management LLC**, a Delaware limited liability company with its principal place of business at **213 Market Street, Harrisburg, PA 17101** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

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

**Section 115 Pension Trust Management Services**  
(hereinafter referred to as "the Project").

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

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

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A, and as further described in Section 1 of the Trust Administrative Services Agreement (the "Administrative Services Agreement"), which is attached hereto as Attachment C and incorporated herein by reference.

2. Compensation.

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

b. Periodic payments shall be made in accordance with the provisions of Section 4 of the Administrative Services Agreement Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Term.

The term of this Agreement shall be from **the date first written above to June 30, 2026**, unless earlier terminated as provided herein. The City reserves the right to exercise, in writing, two (2) two (2)-year renewal options, which writing such be delivered to the Consultant not less than thirty (30) days prior to the then current expiration date. . .

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

Consultant's services will be performed in accordance with the standard of care set forth in Section 7.1 of the Adoption Agreement for the Post-Employment Benefits Trust ("Adoption Agreement"), which is attached hereto as Attachment B and incorporated herein by reference.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to

so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

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

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

12. Indemnification.

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

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code

Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

14. Verification of Employment Eligibility.

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

15. City Material Requirements.

[RESERVED]

16. Laws and Venue.

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

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement in accordance with Section 7 of the Administrative Services Agreement . In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the

Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement in accordance with Section 7 of the Administrative Services Agreement.

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

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

19. Organization

Consultant shall assign **Ellen Clark** as Project Manager. If the Consultant's Project Manager leaves employment or is otherwise not utilized in the performance of the work, the Consultant shall (i) notify the City of any resulting substitution, (ii) introduce the individual serving as the replacement to the Consultant's Project Manager, and (iii) provide the City with a résumé and any other information regarding the individual that may be reasonably requested by the City. Any substitute shall not have a lesser standard of qualifications that the Consultant's Project Manager at the time of contract award.

20. Limitation of Agreement.

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

21. Notice

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

CITY:

City of Milpitas  
455 E. Calaveras Boulevard  
Milpitas, California 95035  
Attn: Director of Finance

CONSULTANT:

PFM Asset Management LLC  
44 Montgomery Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94104  
Attn: Ellen Clark, Director

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further,

Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Wage Theft Prevention

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

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

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

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

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

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

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MILPITAS  
AND PFM ASSET MANAGEMENT LLC**

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

**CITY OF MILPITAS**

*Approved By:*


  
\_\_\_\_\_  
Steven G. McHarris, City Manager

6/4/2021  
\_\_\_\_\_  
Date

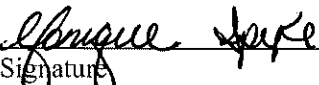
*Approved As To Form:*

  
\_\_\_\_\_  
Christopher J. Diaz, City Attorney

*Approved:*

  
\_\_\_\_\_  
Lauren Lai, Director of Finance/ Risk Manager

**PFM ASSET MANAGEMENT LLC**

  
\_\_\_\_\_  
Signature

Monique Spivey  
\_\_\_\_\_  
Name

Managing Director  
\_\_\_\_\_  
Title

6/9/21  
\_\_\_\_\_  
Date

## EXHIBIT A

### Scope of Services

- **Trust Objectives.** Based on the Consultant's specific prior knowledge and experience as a Trust services provider, advise City staff in establishment of a pension trust program including establishment of an IRS Section 115 Trust and recommended annual funding strategies.
- **Trust Administration.** Based on the Consultant's specific prior knowledge and experience as a Trust services provider, offer trust structure, administration and related trustee services, including coordinating all City contributions to the Trust and processing requests for distributions.
- **Fiduciary Investment Advisory Services.** Based on the Consultant's specific prior knowledge and experience as a Trust services provider offer a full scope of fiduciary investment management services, including but not limited to developing a written investment policy for the trust assets, developing a recommended asset allocation strategy based on the Trust's funding and investment objectives and the City's risk tolerance.
- **Reporting.** Provide monthly, quarterly, and annual comparative performance analyses and evaluation reports of the Trust's investments compliant with Global Investment Performance Standards (GIPS).

### CITY RESPONSIBILITIES

A. **Technical Support and Assistance.** City's Finance staff and responsible management personnel will be available for needed sources of information, documentation, and explanations. It is expected that the Consultant will rely on the assistance of City staff to a minimum level, in consideration of limited staff capacity.

B. **Manner of Payment.** The City expects that all fees will be assessed as part of the Trust's administration fees including annual administration and trustee and investment services as set forth in the firms submitted RFP based upon total assets in the Trust under management.

### Additional Documents

The following Attachments are incorporated herein by this reference to this agreement:

1. Attachment A – Post-Employment Benefits Trust Agreement
2. Attachment B – Adoption Agreement for the Post-Employment Benefits Trust
3. Attachment C – Wells Fargo Services Agreement

Exhibit A

**EXHIBIT B**

**Schedule of Charges/Payments**

Consultant will invoice City on a monthly cycle in accordance with the Fee Schedule, attached as Exhibit I to the Administrative Services Agreement, which is incorporated herein. Consultant will inform City regarding any out-of-scope work being performed by Consultant.

Exhibit B

38077.01001\33808395.2

## **EXHIBIT C**

### **Activity Schedule**

PFM will provide ongoing services including, but not limited to, the following:

Deliver Quarterly performance reports delivered within 45 business days of the end of the quarter

Meet with the City at least semi-annually, or as needed

Review Investment Policy for City of Milpitas Section 115 Trust Fund with City's Investment Committee annually.

Exhibit C

38077.01001\33808395.2

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

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

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

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

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

#### Commercial General Liability (CGL):

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

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

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

#### Automobile Liability:

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

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

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

**Professional Liability (Errors and Omissions):**

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

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

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

**Workers' Compensation Insurance:**

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

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

**Builder's Risk (Course of Construction):**

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

**Contractor's or Consultant's Pollution Legal Liability:**

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

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

**Cyber Liability Insurance**

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

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

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

**Surety Bonds:**

Contractor shall provide the following Surety Bonds:

- Bid Bond
- Performance Bond
- Payment Bond

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

**Other Insurance Provisions:**

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

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

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

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

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

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

**X Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

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

reduction in coverage or in limits of each insurance policy relied upon by the City in executing and delivering this Agreement.

X  **Waiver of Subrogation:**

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

\_\_\_ **Completed Operations**

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

**Acceptability of Insurers:**

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.

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

**Subcontractors:**

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

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

**Verification of Coverage:**

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

**Special Risks or Circumstances**

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

**Failure to Comply:**

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

**Applicability of Coverage:**

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



## CITY OF MILPITAS AGENDA REPORT (AR)

<b>Item Title:</b>	<b>Authorize the City Manager, or Designee, to Negotiate and Execute a Purchase Order with Golden State Emergency Vehicle Service, Inc. for As-Requested Parts, Service, and Maintenance (Staff Contact: Finance Director, Luz Cofresí-Howe, 408-586-3111; Christian Di Renzo, Public Works Director, 408-586-2602)</b>
<b>Category:</b>	Consent Calendar-Community Services and Sustainable Infrastructure
<b>Meeting Date:</b>	6/2/2026
<b>Recommendation:</b>	Authorize the City Manager, or designee, to negotiate and execute a Purchase Order with Golden State Emergency Vehicle Service, Inc. for as-requested parts, service, and maintenance for a not-to-exceed compensation of \$530,914 for a five-year term, subject to the appropriation of funds.

**BACKGROUND:**

The Fire Department currently has a fleet of 10 Pierce Manufacturing fire engines. The Public Works Department is responsible for ensuring that they are properly maintained and repaired on an ongoing basis to ensure optimal performance and reliability to support Fire Department operations and public safety.

**ANALYSIS:**

On May 18, 2026, pursuant to [Municipal Code Section I-2-3.06](#) (Sole Source Procurement) which allows the Purchasing Agent to award a contract without competition after conducting a good faith review of available sources and determining that only one viable source exists for the required supplies, material, equipment, or general service, the Purchasing Agent approved a sole source request for Golden State Emergency Vehicle Service, Inc. Pierce Manufacturing distributes its products exclusively through 16 authorized dealerships serving designated territories throughout the United States and does not sell directly to end users. Golden State Fire Apparatus, Inc. is Pierce’s exclusive authorized dealer for Central and Northern California, and Golden State Emergency Vehicle Service, Inc. is Golden State Fire Apparatus, Inc.’s parts and service division.

Staff considered other alternatives, such as using non-certified parts and service providers, but determined that in order to ensure optimal reliability, performance, and safety without undue delay or risk to public safety, the City should continue to only use a certified Pierce parts and service provider. Use of alternative vendors or non-certified components could result in compatibility issues, increased maintenance risks, operational disruptions, loss of vehicle warranties, and higher long-term costs.

Staff recommends that the City negotiate and execute a five-year Purchase Order with Golden State Emergency Vehicle Service, Inc. for a not-to-exceed amount of \$530,914, subject to the appropriation of funds. This maximum compensation is estimated based on an annual spend of \$100,000 for the first year with a maximum 3% increase per year for each year thereafter.

**POLICY ALTERNATIVE(S):**

**Alternative 1:** Do not approve the Purchase Order with Golden State Emergency Vehicle Service, Inc.

Pros: None.

Cons: Golden State Emergency Vehicle Service, Inc. is the authorized dealer for Pierce parts and service, and without access to certified parts and services, the Department will be unable to properly maintain its fire engines.

Reason for Not Recommending: Not approving the Purchase Order will limit the Department's ability to repair and maintain fire engines in operational condition, potentially impacting public safety.

**PROJECT SCHEDULE/KEY MILESTONES**

Staff will negotiate and execute a Purchase Order with Golden State Emergency Vehicle, Inc. immediately after City Council approval for a five-year term in an amount not-to-exceed \$530,914.

**FISCAL IMPACT:**

Sufficient funds are available in the Public Works Department's current fiscal year operating budget to cover expenditures under this Purchase Order. Funding for subsequent fiscal years of the five-year term will be included in the Department's base operating budget request, subject to appropriation by the City Council through the annual budget adoption process.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

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

**ATTACHMENT(S):**

N/A



## CITY OF MILPITAS AGENDA REPORT (AR)

<b>Item Title:</b>	<b>Adopt a Resolution Approving a Site Development Permit Amendment Permit to Develop a New Single-family Residence on a Vacant 1.1-acre Lot Located in the R1-H Single-family Residential Zoning District with a Hillside Combining District at 1321 Terra Vista Court (Staff Contact: Jay Lee, Planning Director, 408-586-3077)</b>
<b>Category:</b>	Consent Calendar-Community Development
<b>Meeting Date:</b>	6/2/2026
<b>Recommendation:</b>	Consider the exemption in accordance with CEQA and adopt a resolution approving Site Development Permit Amendment No. SA25-0003, subject to the attached Conditions of Approval, to develop a new single-family residence on a vacant 1.1-acre lot located in the R1-H Single-family Residential Zoning District with a Hillside Combining District at 1321 Terra Vista Court.

### **BACKGROUND:**

On November 17, 1992, the City Council approved Planned Unit Development (PUD) No. 68 (Countryside Estates) to allow the construction of six hillside residential home sites on a 24.5-acre parcel (Project). Each home site would be reviewed separately under the provisions of an “S” Zone Application or Site Development Permit and subject to a precise building envelope established by the PUD. To date, two lots have been approved for development.

On [October 25, 2023](#), the Planning Commission recommended approval of Site Development Permit No. SD22-0013 to develop a new hillside home located at Countryside Estates, also known as Lot 3. This proposal included a five-bedroom, 4,929 square-foot, one and a half story single-family residence and a 797 square-foot, attached accessory dwelling unit. As part of this decision, the Planning Commission also recommended approval of an amendment to PUD No. 68, Planned Unit Development No. PA23-0001, which allowed the Project site to deviate from the development standards of PUD No. 68.

On [December 5, 2023](#), the City Council approved Site Development Permit No. SD22-0013 and PUD Amendment No. PA23-0001 to allow development for the hillside home at the Project site. Since that time, the property has been sold to a new property owner, who wanted to change some minor aspects of the Project’s exterior, while increasing interior living area.

In 2025, Eugene H. Sakai, of Studio S Square Architecture, Inc. submitted a Site Development Permit Amendment to modify the previous entitlement to allow the development of a 5,840 square-foot single-family residence and an 831 square-foot detached Accessory Dwelling Unit (ADU) on a 1.1-acre vacant lot within the hillside. The residence will include an attached two-car garage, in addition to at least three off-street parking spaces accessed from the swing-in driveway. The proposal also includes an in-ground pool, outdoor kitchen, retaining walls, landscaping, and associated site improvements.

On [April 8, 2026](#), the Planning Commission held a public hearing to consider the proposed Project. After receiving a presentation from staff, hearing from the applicant and the public, the Planning Commission closed the public hearing and voted 5-0, with one Commissioner absent and one abstaining, recommending the City Council approve the Project, as demonstrated within Resolution 26-007.

Environmental review for the project has been conducted in accordance with the California Environmental Quality Act (CEQA), and the project has been determined to be categorically exempt pursuant to CEQA

Guidelines Section 15303(a) (New Construction or Conversion of Small Structures) and Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

**ANALYSIS:**

Planning staff recommend the City Council review and approve a resolution to allow the development of a single-family residence and attached garage on a vacant lot located at 1321 Terra Vista Court. The Project site is located on the northeastern edge of the City of Milpitas, adjacent to properties with the same single-family hillside zoning designation. Unincorporated Santa Clara County properties are located further to the north.

The proposed residence is designed in a modern French Chateau style, which adds to the neighborhood's diversity. The exterior materials are composed of painted stucco, high quality stone veneer and a standing seam metal roof, with metal and stain grade wood accents. The articulation of the architectural forms blending with a variety of finishes creates an attractive front elevation, along with an integrated curved driveway pattern that enhances the house and the neighborhood. All exterior materials and finishes work together as a palette of earth-tone colors, creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences and within an earth tone range.

In accordance with MMC Section XIII-B.22.090(G), and as outlined in the attached resolution and staff report, the City Council shall consider the following guidelines in its review of the proposed project:

- (a) **Avoid unreasonable interference with views and privacy.** The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of the residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.
- (b) **Preserve Natural Landscape.** The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.
- (c) **Minimize Perception of Excessive Bulk.** The design of the proposed main and/or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.
- (d) **Impairment of Light and Air.** The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.
- (e) **Grading.** All grading shall be kept to a minimum and shall comply with the grading ordinance criteria.

The Project, including both the home and attached garage, features a creative design, with a minimal building footprint and substantial setbacks from neighboring property lines to alleviate unreasonable interference with views and privacy. The majority of land around the residence and associated driveway will be preserved as natural landscape similar to nearby vacant properties and designated open space lots in the immediate area.

The incorporation of varying rooflines has minimized the perception of excessive bulk, a clear delineation of colors and materials, and the punctuation of walls along the front and side elevations. The proposed maximum height of the residence at 26 feet and 10.5 inches is within the 27-foot height limit, and all required building setbacks will substantially exceed the minimum standards to help mitigate potential impairment of light and air. Given the steep slope of the lot, grading was required to accommodate a two-story home with rear yard access. In order to minimize grading, the rear yard entry is located on the second floor, which requires considerably less grading than having the exit on the first floor. However, due to the property slope and proximity to the crestline, the project will result in 4,160 cubic yards of cut and 490 cubic yards of fill. As noted earlier in the report, the Planning Commission recommended Council approval of the project based on the required findings for approval.

**POLICY ALTERNATIVE(S):**

**Alternative 1: Deny the project as proposed.**

**Pros:** None.

**Cons:** The existing vacant lot would continue to be undeveloped and underutilized. Denial of the Project would also result in a potential loss of two dwelling units.

**Reason for Not Recommending:** This alternative is not recommended because the project site is an existing single-family residential lot in an established subdivision, and the proposed single-family residence meets the required findings for approval for this type of development at this location. Furthermore, both Staff and the Planning Commission are recommending approval of the proposed project.

#### **PROJECT SCHEDULE/ KEY MILESTONES**

City Council Approval: 6/2/2026

Estimated Submittal of Building Plan Check/Construction Drawings: Late 2026

Estimated Start of Construction: Summer 2027

Estimated Substantial Completion: Late 2027

#### **FISCAL IMPACT:**

If the proposed project is approved, the applicant will apply for building permits and pay associated fees. The new single-family home will increase the property value and tax revenues but will also increase the demand for City services, including public safety and utilities. The project is located within an existing residential subdivision with existing services nearby.

#### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The project is exempt from further environmental review under CEQA pursuant to Section 15303(a) for New Construction or Conversion of Small Structures including one single-family residence or a second dwelling unit in a residential zone. The Project proposes the new construction of a single-family residence and attached garage within a residentially zoned area on a legally established parcel, and it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. As a separate and independent basis, the project is exempt from further CEQA review pursuant to Section 15183 of the CEQA Guidelines for projects consistent with a community plan, general plan or zoning. The project is consistent with the General Plan and the applicable zoning, and there are no significant environmental impacts peculiar to the project or its site.

#### **ATTACHMENTS:**

- (a) City Council Resolution
- (b) Planning Commission Staff Report dated April 8, 2026
- (c) Planning Commission Resolution No. 26-007
- (d) Project Plans
- (e) Story Pole Installation

**RESOLUTION NO. XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING SITE DEVELOPMENT PERMIT AMENDMENT NO. SA25-0003 TO DEVELOP A NEW HILLSIDE HOME LOCATED ON A VACANT 1.1-ACRE SITE AT 1321 TERRA VISTA CT (APN: 029-07-012) AND MAKING CEQA FINDINGS OF EXEMPTION**

**WHEREAS**, on October 25, 2023, the Planning Commission recommended approval of Site Development Permit No. SD22-0013 to develop a new five-bedroom, 4,929 square-foot single-family hillside home located at the Project site, also known as Lot 3 of the Countryside Estates. At this hearing, the Planning Commission also recommended approval of Planned Unit Development No. PA23-0001; and

**WHEREAS**, on December 5, 2023, the City Council approved Site Development Permit No. SD22-0013 and PUD Amendment No. PA23-0001 to allow development for the hillside home at the Project site; and

**WHEREAS**, on June 17, 2025, an application was submitted by Eugene Sakai, of Studio S Squared Architecture, Inc. (“Applicant”), for a Site Development Permit Amendment to allow the development of a 5,840-square foot, one and a half-story single-family residence (“Project”) on a vacant 1.1-acre site within Planned Unit Development No. 68 at 1321 Terra Vista Ct (APN: 029-07-012). The Project site is zoned Single Family Residential – Hillside; and

**WHEREAS**, the Planning Division completed an environmental assessment for the Project in accordance with the California Environmental Quality Act (CEQA), which assessment determined that the Project is exempt from CEQA review pursuant to Section 15303 (New Construction and Conversion of Small Structures) of the CEQA Guidelines and, as a separate and independent basis, pursuant to Section 15183 of the CEQA Guidelines; and

**WHEREAS**, on April 8, 2026, the City of Milpitas Planning Commission held a duly-noticed public hearing on the subject application, at which time all those in attendance were given the opportunity to speak on the Project, and the Planning Commission voted 5-0 with one absent and one abstaining, to recommend approval of the Project to the City Council subject to Conditions of Approval per Planning Commission Resolution No. 26-007; and

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

**SECTION 1: Recitals**

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

**SECTION 2: California Environmental Quality Act (CEQA) Findings**

The project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15303(a) for “New Construction or Conversion of Small Structures including one single-family residence, or a second dwelling unit in a residential zone,” because it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. The Project’s proposed new construction of a single-family residence and its accessory structures are within a residentially zoned area on a legal parcel and none of the exceptions, as specified in Section 15300.2 of the CEQA Guidelines that would preclude applicability of this exemption are present. As a separate and independent basis, the Project is exempt from Section 15183 of the CEQA Guidelines as a project consistent with a community plan, general plan or zoning in

that it is consistent with the development density established in the Milpitas General Plan and the applicable zoning and there are no project-specific significant effects which are peculiar to this project or its site.

**SECTION 3: Site Development Permit (MMC Section XIII-D.4.020.F(1.a-d) for All Site Development Permits and MMC Section XIII-D.4.020.F(2.a-c) for Specific Projects) - The Planning Commission makes the following findings based on the evidence in the public record in approving Site Development Permit Amendment No. SA25-0003:**

*1a. The proposed project is consistent with this Title.*

As described within the staff report, the architectural design and site planning of the proposed home is aesthetically compatible with the neighboring homes with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is sited in a manner as to not draw attention when viewed from the valley floor.

*1b. The proposed use and project are consistent with the goals and policies of the General Plan:*

The Project is consistent with the Milpitas General Plan, and particularly with Policy CD 7- 5, which states to limit new development in the Hillside Area to only to Very Low Density Residential, open space and park uses. The project meets this finding, as the site is a part of an approved Planned Unit Development, which subdivided lots planned for clustered housing. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

*1c. The project will not be detrimental to public health, safety, and general welfare:*

The proposed home was designed to meet the Hillside development standards and will not substantially interfere with views and privacy of adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 26-feet and 10.5 inches, and substantially setback from adjacent property lines to the north and south, which minimizes interference with views and privacy. Additionally, the lot to the west is dedicated as Common Area only and will not be developed with future residential uses. Therefore, the Project will not be detrimental to public health, safety, and general welfare.

*1d. The proposed project is in compliance with the provisions of California Environmental Quality Act (CEQA):*

The proposed Project includes the development of a 5,840-square-foot single-family home with a detached ADU within an urban and residentially zoned area. The proposed Project also meets both the Hillside zoning regulations as well as the General Plan goals, objectives, and policies. Therefore, the Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303(a) (New Construction or Conversion of Small Structures) and Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning.)

*2a. The proposed use and project are consistent with the goals and policies of any Specific Plan, if applicable:*

This finding is not applicable to this Project, as it is not located within a Specific Plan.

*2b. The proposed siting, form, architectural style, materials, and other elements of multi-family residential and mixed-use developments are consistent with City Objective Design Standards:*

This finding is not applicable to this Project, as it is not a multi-family residential project.

*2c. The proposed siting, form, and architectural style of single-family residential, commercial, and industrial developments are appropriate for the project site and surroundings and create a visually cohesive design, and are consistent with all applicable design standards in this Title:*

The proposed siting, form, and architectural style of the home are aesthetically compatible with the neighboring homes, with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is tucked into the hillside as to not draw attention to it when viewing from the valley floor. All exterior materials and finishes work together as a palette of earth tone colors, creating harmony with the surroundings. The colors and materials of the proposed French chateau design are complementary to the neighboring residences. Additionally, the proposed home is on a 1.1-acre parcel sitting at a minimum of 40 feet set back from all property lines, with a minimum of 80 feet between the closest neighboring home, and therefore will not interfere with privacy.

***Development Standards***

The site is located in the R1-H Single-Family Residential-Hillside Combining District. The “H” Zoning District promotes and encourages the orderly development of the hillside area of the City by the application of regulations and requirements established to meet the constraints associated with the development of hillside areas, including, but not limited to, geologic problems, slope, safe access, and visibility.

Per MMC Section XIII-B.22.170, the subject parcel in the hillside is less than 3.0-acres, which allows up to 6,000-square-foot maximum size for the main residence and the impervious surface coverage to be limited to 8,000 square-feet or 10 percent of the total lot area, whichever is greater. The Project maintained the same building layout as SD22-0013, but will be increasing the habitable space of the main residence by expanding the living room area by converting the previously attached ADU into a detached ADU. Table 3 demonstrates the Project’s consistency with the applicable development standards of the R1-H zoning district and PUD 68.

**Table 1: Summary of Development Standards**

<b>Standards</b>	<b>Hillside &amp; PUD 68 Requirements</b>	<b>Proposed</b>	<b>Complies</b>
Front Setback	25 ft. minimum when avg. slope is <16%. Otherwise, 40 ft. minimum	55 ft. and 7 inches from the property line	Yes
Side Yard Setback	40 ft. minimum	44 ft. and 11 in. on south; 50 ft. and 8.5 in. on north.	Yes
Rear	40 ft. minimum	127 ft. and 7.5 inches	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres)	5,840 sq. ft.	Yes
Impervious Surfaces	8,000 sq. ft. maximum (lots < 3 acres)	7,661 sq. ft.	Yes
Building Height (Maximum)	17 ft. west of crestline; 27 ft. east of crestline / 1 ½ stories	1 ½ story or 26 feet and 10.5 inches	Yes
Parking	Four spaces required	Six spaces (three inside garage & three outside)	Yes
Crestline Zone of Protection	Within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line	Within 300 ft east of the crestline, not visible from the three closest viewpoints nor does the height of the structure extend into the crestline site line	Yes

Due to the subject property’s location, the Project is also required to comply with the development standards in the City’s Hillside Combining District. Per MMC Section XIII-B.22.090.G, the Planning Commission and City Council shall consider the following guidelines in its review. Staff has determined the Project to be consistent with the Hillside Architectural Guidelines as demonstrated in Table 2 below.

**Table 2: Hillside Zoning Ordinance Compliance**

Site and Architectural Guidelines MMC XIII-B.22.090(G)	Consistency Finding
<p><i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i></p>	<p><b>Consistent.</b> Due to the proposed location and minimal scale of the home relative to the maximum allowable size outlined in Table 3, the development will not substantially interfere with views and privacy to adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 26-feet and 10.5 inches, and substantially setback from adjacent property lines to the north and south, which minimizes interference with views and privacy. Additionally, the lot to the west is dedicated as Common Area only and will not be developed with future residential uses.</p>
<p><i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i></p>	<p><b>Consistent.</b> The Project site is currently vacant and undeveloped and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut to 4,160 cubic yards and fill to 490 cubic yards. Minimal landscaping is also proposed, including 22 mid-size trees and various flowering plants, ground cover, succulents and shrubs.</p>
<p><i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i></p>	<p><b>Consistent.</b> The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the perception of bulk within the one-and-a-half-story residence. The footprint of the proposed home is also angled in its orientation to the front property line, thus minimizing the perception of excessive bulk. Furthermore, as described above and shown in Table 3, the proposed main residence is proposed to be sized in scale closer to immediate neighbors’ proposed residences built on lots less than 3.0-acres in size. The overall building footprint of the main residence on the 1.1-acre lot is consolidated, and the remaining portions of the lot will</p>

Site and Architectural Guidelines MMC XIII-B.22.090(G)	Consistency Finding
	also remain undeveloped, and no accessory structures are proposed.
<i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	<b>Consistent.</b> The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has a combination of mansard-style and minimally pitched roof systems that could be used to utilize future solar energy. With regards to adjacent properties, the lot to the west is reserved as Common Area and the residences to the east are located greater than 429 feet away. As such, the proposed main residence will not cause an impairment to the adjacent properties access to light and air.
<i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	<b>Consistent.</b> The proposed location of the main dwelling is where the existing lot is most flat, and grading is limited to 4,160 cubic yards of necessary cut to accommodate the two-story dwelling and modest pool and 490 cubic yards of the grading will be repurposed as fill.

***Site & Architectural Design***

The Project is designed in a modern French Chateau style, which adds to the diversity of the neighborhood. The exterior materials are composed of painted stucco, high quality stone veneer and a standing seam metal roof, with metal and stain grade wood accents. The articulation of the architectural forms blending with a variety of finishes creates an attractive front elevation, along with an integrated curved driveway pattern that enhances the house and the neighborhood. All exterior materials and finishes work together as a palette of earth tone colors creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences and within an earth tone range.

***Grading and Landscaping***

Due to the sloped lot and vehicular access requirements, the applicant has requested that the site be graded in order to make the site feasible for residential development. In an effort to limit the amount of ground to be removed, the applicant has proposed a site plan which locates the proposed home on the flattest portion of the site. Given the steep slope of the lot, grading was required to accommodate a two-story home with rear yard access. In order to minimize grading, the rear yard entry is located on the second floor, which requires considerably less grading than having the exit on the first floor. However, due to the property slope and proximity to the crestline, the Project will result in 4,160 cubic yards of cut and 490 cubic yards of fill for the construction of a new home and the required grade at the driveway for firetruck access. Furthermore, no grading is proposed in the crestline zone of protection, and grading is limited to near the footprint of the home and rear patio area. The proposed landscape plan includes a variety of flowers, shrubs, succulents, and trees. As demonstrated in Attachment B (Project Plans), these plans are consistent with the grading and landscaping requirements within the Hillside Ordinance.

***Crestline Zone of Protection***

In an effort to protect the quality of views of the hills from the valley floor, development standards related to the crestline have been incorporated into the Zoning Code. Per MMC Section XIII-B.22.060, the purpose of the crestline zone of protection is to preserve the natural quality of the crestline and the slopes

immediately below, when viewed from the valley floor. In addition, MMC Section XIII-B.22.060.B states that, in the area within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line. An exhibit was given to the applicant demonstrating the location of prominent crestlines identified by the City. To demonstrate compliance with the crestline zone of protection and site line, which is located within the rear half of the existing lot, the Applicant installed “story poles” (Attachment C) along the minimum setback line and took pictures from areas recognized by the City as vantage points and required by the Hillside Section B.22.060. Specifically, designated viewpoints VP2, VP3, and VP4 were included within this analysis. As demonstrated in Attachment C (Story Pole Installation) and Project plan sheet A0.5, although cross section #3 for VP4 would intrude into the site line, the story pole tests confirm the Project will not be visible from the valley floor, and therefore, is compliant with the Crestline Zone of Protection.

**General Plan Conformance**

The General Plan designation for the Project site is Hillside Low Density (HLD). The General Plan details the goals, objectives and policies for the City’s Hillside Area. It is characterized by gentle to steep slopes, grassy terrain with some chaparral and trees, wildlife, geologically unstable areas, the Ed R. Levin County Regional Park, and a feeling of remoteness from the more urban portions of the City. The Hillside Low Density designation allows a maximum of one (1) housing unit per gross acre. The Project is in conformance with the policies and standards in the City’s General Plan policies, as outlined in the following table.

**Table 3:**  
**General Plan Consistency**

Policy	Conformance
<i>CD 7-1 Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	<b>Consistent.</b> The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints, as the Project site is located over 100 feet east of the crestline. Project plan sheets A0.4 and A0.5 illustrate how the proposed residence will not obstruct panoramic public views from and of the hillsides.
<i>CD 7-2 Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	<b>Consistent.</b> The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut to 4,160 cubic yards and fill to 490 cubic yards for both construction phases. The total earthwork exported is necessary to accommodate the home's footprint and meet the grade requirements to not be visible from the valley floor.
<i>CD 7-3 Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	<b>Consistent.</b> Minimal contour grading will be required for the construction of the new residence due to its siting on the flattest areas of the lot. All new contours will be designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
<i>CD 7-4 Avoid mass graded pads within hillside areas. Smaller steps or grade changes should be</i>	<b>Consistent.</b> The building pad is proposed at the flattest portion of the lot and will only necessitate minimal grading to accommodate the residence. Grading has been minimized as much as feasibly

<i>used over single, large, slope banks to the greatest extent feasible.</i>	possible in the Project, in that the site follows the site's natural contours in an effort to preserve the natural terrain quality.
<i><b>CD 7-5</b> Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	<b>Consistent.</b> No changes are proposed to the existing land use and zoning designation, as the subject site is to be used as a single-family residence.

As described above, the Project is compatible and consistent with the surrounding uses and has been found to conform to the intent of the Milpitas 2040 General Plan designation. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

**SECTION 4: City Council Approval**

Based on the foregoing, the City Council hereby approves Site Development Permit Amendment No. SA25-0003 to allow the development of a new single-family residence in the R1-H Single-family Residential Zoning District with an H Hillside Combining District located at 1321 Terra Vista Ct, based on the above findings and subject to the Conditions of Approval attached hereto as **Exhibit 1** and incorporated herein.

PASSED AND ADOPTED this 2<sup>nd</sup> day of June, 2026, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Suzanne Guzzetta, City Clerk

\_\_\_\_\_  
Carmen Montano, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian M. Curtis, City Attorney



**CONDITIONS OF APPROVAL  
1321 TERRA VISTA CT  
SITE DEVELOPMENT PERMIT AMENDMENT NO. P-SA25-0003 (APN 029-07-012)**

**General Conditions**

1. General Compliance. The applicant and owner, including all successors in interest (collectively “Permittee”) shall comply with each and every condition set forth in this Permit. Site Development Permit No. SA25-0003 (“Permit”) shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed and this Resolution has been recorded by the Permittee with the Santa Clara County’s Recorder Office. **(P)**
2. Modifications to project. Any deviation from the approved site plan, floor plans, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or designee. If the Planning Director or designee determines that the deviation is significant, the Permittee shall be required to apply for review and obtain approval of the Planning Commission, in accordance with the Zoning Ordinance. **(P)**
3. Effective Date. Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the decision-making body approved this Permit. **(P)**
4. Acceptance of Permit. Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
  - a. Acceptance of this Permit by Permittee; and
  - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
5. Permit Expiration. Pursuant to Section D.2.040.K of the Milpitas Comprehensive Zoning Update (CZU), this Permit shall become null and void if the development is not implemented within two (2) years, or for projects submitted with tentative maps, within the time limits of the tentative map. Pursuant to Section D.2.040.K.3 of the Comprehensive Zoning Update of the City of Milpitas, implementation is defined when: **(P)**
  - a. A permit or approval shall not be deemed implemented until the applicant has obtained a grading permit and/or building permit and commenced construction, or where no grading or building permit is required, has commenced the allowed use on the subject site in compliance with the approval; or
  - b. Construction shall be diligently pursued towards completion. If after construction commencement, work is discontinued for a minimum period of two years, the permit or approval shall expire and be deemed void; or
  - c. If a project is phased, each phase shall be subject to a time limit during which construction must commence. Each subsequent phase shall have the same length of time allowed for the previous phase. The time limit for a subsequent phase shall begin when the previous phase commences construction, unless otherwise specified in the permit of approval.
  - d. “Commence construction” shall mean any of the following, whichever occurs soonest:
    - i. Completes a foundation associated with the project;

- ii. Dedicates any land or easement as required from the approval; or
- iii. Complies with all legal requirements necessary to commence the use or obtains a Certificate of Occupancy permit.

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

6. Notice. Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the applicant may file a protest has begun under California Government Code Section 66020(d)(1). **(P)**
7. Cost and Approval. Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. Permittee shall pay all required fees and charges to City at the rate in effect at time of building permit issuance, or, the rate in effect when the fees and charges are due and paid in full to City. There is no vesting of any fees or charges with the adoption of this Resolution. **(P)**
8. Conditions. Each and every condition set forth in this Exhibit shall apply to the project and continue to apply to the project so long as the Permittee is operating the project under the permits and approvals in this Resolution. **(P)**
9. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. **(CA/P)**
10. Previous Approvals. Permittee shall abide and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit. **(P)**
11. Indemnification. To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the project, including but not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use, or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's

choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. **(CA)**

12. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section D.18.070 of the Milpitas Zoning Code. **(P)**
13. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable.
14. Conformance. Permittee shall develop the approved Project in conformance with the plans approved by the Planning Commission, and in accordance with these Conditions of Approval. Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, Permittee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**
15. Response to Conditions of Approval. Permittee shall provide a written response to comments upon submittal for building permit application. The responses should clearly indicate how each condition of approval has been addressed in the plans and shall note the appropriate plan sheet. **(P)**
16. Prior to the issuance of a building permit, the owner or designee shall include within the four first pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the project. **(P)**
17. Streets shall be designed to generally follow the contours and land form in order to minimize cut and fill. Exposed walls and facing roadways and retaining walls shall be no greater than six feet in height. Crib walls fencing roadways shall be no greater than 15 feet in height. **(P)**
18. Landscaping coverage and stabilization of graded slopes shall be selected and designed to be compatible with surrounding natural vegetation or to replace removed natural vegetation and should recognize climatic, soil, and ecologic characteristic of the region. Plan materials that require excessive water after becoming established should be avoided. **(P)**
19. Trees which have a six inch or greater diameter trunk size at a point three feet above grade may not be removed without obtaining prior approval from the City. The location of all such trees shall be shown on all plans submitted for approval. The Planning Commission, upon review of an "S" Zone application approval, shall have the power to authorize removal, relocation or replacement if the Permittee can show that such requirement is unreasonable as applied to the particular property. If the removal is permitted, the replacement of any trees removed pursuant to this section shall be at a five to one (5:1) ratio. **(P)**
20. The proposed home is located east of the Crestline and is subject to a maximum height of 1.5 stories or 26 feet. **(P)**
21. Within six months, or such other period established by the Planning Commission, after the commencement of grading activities, all graded areas not covered by an impervious surface shall be stabilized in such manner as shall be approved by the Community Development Manager. **(P)**

22. Where two cut-or-fill slopes intersect, the intersection shall be horizontally rounded and blended. **(P)**
23. Where any cut-or-fill slopes intersect the natural grade, the intersection of each slope shall be vertically and/or horizontally rounded and blended. **(P)**
24. Fees: Upon reviewing Exhibit B from the Subdivision Improvement Agreement, it appears that a number of fees were deferred to be paid before building permit issuance. Those fees are listed here:
  - a. Prior to the final (occupancy) of each building, a cash fee (\$1333.00/per dwelling unit) to cover the development of park and recreation areas shall be collected by the City for the granting of the PUD.
25. Prior to Building Permit Issuance, the applicant must demonstrate proof in accordance with “Special Conditions – P.U.D. No. 68 and Vesting Tentative Map “Countryside Estates,” that the development at “ADDRESS OF DEVELOPMENT” will be serviced by a fire hydrant that meets the minimum water demand of 1,500 hydrant fire flow to the satisfaction of the Deputy Fire Chief, or his designee. **(P)**

### **Fire Department**

26. The plans approved by the Planning Department process are not building plans and have not been reviewed nor approved for conformance to the California Building Code (CBC), California Fire Code (CFC) and the Milpitas Municipal Code (MMC). Do not consider this set of plans as final building plans approved by the Fire Department. Building plans must be submitted for review and approval before construction is to commence. The following notes are a general list of the applicable code requirements (2022) and are provided to assist with the building permit process. Please note that these are not all inclusive. All applicable Building, Fire and Municipal Code requirements must be met in advance of any building permit approvals or related construction. **(F)**
27. Electronic Documents. The fire code official may require electronic base documents for all construction documents and operational permits. The fire code official shall designate the software base format for the electronic documents. CFC Section 106.1.1, added by MMC Section V-300-2.28
28. Automatic Fire Sprinkler Requirements. An automatic sprinkler system shall be provided throughout the new dwellings (main and guest), inclusive of basements, covered porches, patios, ADUs and garages, etc. Milpitas Municipal Code Sect V-300-2.69, CFC Section 903.2.8
29. Fire Department Access. Sheets A-1.0C shows an acceptable Fire Dept. access. Fire apparatus access roads shall be provided for every building hereafter constructed when any portion of an exterior wall of the first story is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building. Fire apparatus access shall meet the following:
  - a. Fire apparatus access shall extend to within 150 feet of all portions of exterior walls of the building/ structure per the California Fire Code Section 503.1. Access along Country Club Drive have to be provided with gate and steps if the grade is too steep.
  - b. The private road shall be designed for fire apparatus access. Fire Access Dimensions, fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096mm). CFC Section 503.2.1

Exception:

Milpitas Municipal Code XI-10-45.11

45.11-1 Privately owned and maintained access from the public road to each single-family dwelling shall be a minimum of fourteen (14) feet in width. Turning radius shall be designed to meet the Fire Department's requirements.

45.11-2 Turnout space shall be provided on driveways over one hundred fifty (150) feet in length with a maximum spacing of one hundred fifty (150) feet if driveway is less than eighteen (18) feet wide.

45.11-3 Turnaround. All dwelling units shall provide an on-site area for vehicles to turn around if served by a driveway over one hundred fifty (150) feet in length to meet Fire Department's requirements.

45.11-4 Vertical Clearance. All privately owned and maintained roads and drives shall assure a minimum fourteen (14) foot vertical clearance.

- c. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather capabilities. Bearing capacity for the driveway and the entry drive court shall be designed to provide a minimum of 60,000 lbs. bearing capacity for the fire apparatus. CFC Section 503.2.3
  - d. When there is a dead-end condition, means for fire apparatus turn-around shall be provided as per the CA Fire Code Section 503.2.5. The Fire Department reserves the right to request site design changes as needed to meet the requirements of the CFC, and/or make the request for additional fire protection measures in conformance with the CFC Section 102.9.
  - e. The grade (maximum 10%) of the fire apparatus access road shall be within the limits established by the fire code official based on the fire department's apparatus. CFC Section 503.2.7.
  - f. Electric gates. Where provided, gates shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200. CA Fire Code Section 503.5  
Electric gates shall also be provided with a Milpitas Fire Department approved "Knox" electronic switch in addition to the keypad. CA Fire Code Section 102.9
30. Access Control Devices: When access control devices including bars, grates, gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department emergency access to the building, are installed, such devices shall be approved by the Fire Code Official. All access control devices shall be provided with an approved means for deactivation or unlocking by the fire department. Access control devices shall also comply with Chapter 10 Egress. CFC Section 504.6, added by MMC Section V-300-2.54
31. Premises identification. New and existing buildings shall have approved address numbers. Address numbers shall be illuminated and located where they are clearly visible from the street. CFC Section 505.

32. Fire Flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method or Appendix B or the City of Milpitas Engineering requirement whichever is greater.
- a. The minimum fire flow shall be 1,000 GPM per 2022 CFC Table B105.1 based on a 5,840.22 square feet. The 1,000 GPM requirement is only applicable if more than the required fire flow from the minimum city Engineering Division design standards. Revise note and provide report showing the required 1,500 GPM fire flow.  
Provide the required minimum 1500 GPM fire flow pursuant to Engineering requirement as the most restrictive than the fire flow in Table B105.1(1). Reference Milpitas Municipal Code VIII-1-11.01 - Design Standards 11.02-1. In Residential areas design shall provide for a fire flow of 1500 gallons per minute plus a simultaneous demand of 2 gallons per minute per residence. Provided Fire Flow dated 5/9/2023: 54 PSI Static, 44 PSI Residual, 1637 GPM (Nearby intersection of Tera Vista Ct. and Country Club
33. Water supply requirements. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 meters) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official. CFC Section 507.5.1
- Exception: For Group R-3 and Group U occupancies, equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, the distance requirement shall be not more than 600 feet.
34. Sprinkler system supervision and alarms, and monitoring. It is recommended that due to the location of the home (hillside) the automatic fire sprinkler system for this home be a system that has supervision and alarm, and monitoring system in conformance to the CA Fire Code Section 903.4.
35. R Occupancy – Smoke Alarm. Single- and multiple-station smoke alarms. Listed single- and multiple-station smoke alarms complying with UL 217 shall be installed in accordance with Sections 907.2.11.1 through 907.2.11.7 and NFPA 72. Exception: For Group R occupancies. A fire alarm system with smoke detectors located in accordance with this section may be installed in lieu of smoke alarms. Upon actuation of the detector, only those notification appliances in the dwelling unit or guest room where the detector is actuated shall activate. [Ref.: CFC 907.2.10]
36. Group R Occupancies. Open flame, fire and burning in Group R occupancies shall comply with the requirements of Sections 308.1 through 308.1.7. CFC 308
37. Heating Appliances. Heating appliances shall be listed and shall comply with Sections 605.6.1 and 605.6.2. [California Code of Regulations, Title 19, Division 1, §3.17(a) and (b)] Guards for Heating Appliances. Every heating appliance in any occupancy governed by California Code of Regulations, Title 19, Division 1 regulations which does not have protective features incorporated in its design, shall be provided with guards that will provide protection against ignition of clothing and other combustible material.
- a. Appliances employing open flame radiated heat shall have fixed and substantially constructed metallic guards located not less than 10 inches from the radiating flame and the guard members shall be spaced not more than 2 inches apart.

- b. Cabinet type appliances that are not provided with an inner combustion chamber and an air circulating space between the combustion chamber and the outer shell, shall have fixed and substantially constructed metallic guards located not less than 3 inches from the shell and spaced not more than 2 inches apart.

38. Landscape Sheets: Proposed landscaping may be impacted by the comments above and the requirements for fire access, fire systems and devices (such as apparatus access, hydrants, fire service lines, fire department connections valves, etc.). The Fire Dept. reserves the right to relocate, delete or change the proposed landscaping when in conflict with fire systems, access and devices. CFC 507.5.4. Clear access to the ADU shall not be obstructed by the landscape.

39. Plan Submittal: Complete plans and specifications for all aspects of fire protection systems shall be submitted to the Fire Department for review and approval prior to system installation. CFC Section 901.2

### **Building Department**

40. Compliance with Building Code of Regulations. The Project shall comply with the requirements of the Building Safety and Housing Department and the California Code of Regulations Title 24 and the Milpitas Municipal Code as adopted by the City. Building permits shall be submitted to and approved by the Building Safety and Housing Department prior to start of construction. All California Code of Regulations Title 24 and Milpitas Municipal Code requirements applicable at the time of building permit application must be met in advance of any building permit approvals or related construction. Changes to the site plan and/or building plan require review and approval by the Building Safety and Housing Department. **(B)**

### **Engineering Department**

#### **PRIOR TO CONSTRUCTION PLAN SUBMITTALS**

*The following conditions shall be met **prior to** any detailed construction plan check submittals (Building or Engineering, except demolition and rough grade plans), unless otherwise approved by the Director of Engineering/City Engineer. City reserves the right to reject any plan check submittal if any of the following conditions are not met. **(E)***

41. Modifications: The Site Development Plan dated December 19, 2025 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.

42. Stormwater Control Plan: Permittee shall submit City approved final Stormwater Control Plan (SWCP) that complies with the latest Municipal Regional Stormwater NPDES Permit, including Low Impact Development (LID) Section C3.c.i.(2)(b) measures for harvesting and reuse, infiltration, or evapo-transpiration, for City's review and approval by the Engineering Department.

43. Submittal Requirements: Permittee to ensure that all plan check submittals are in accordance with City's submittal check list for each permit type, including but not limited to, payment of permit fees and/or fee deposit at the time of the submittal.

44. Project Job Account/Fee Deposit: Permittee shall open a new PJ account as a deposit to cover the costs for Engineering Department's services for review and inspection of the project. The amount shall be determined based on the approved City fee schedule at the time of application submittal.

## **PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE**

*The following conditions shall be addressed as part of the off-site improvement plan review and shall be met **prior to** encroachment permit issuance, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

45. **Public Improvement Design Standards:** All public improvements shall be designed and constructed in accordance with all applicable public improvement design standards, including but not limited to:
  - a. Milpitas Design Guidelines:  
(<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/>);
  - b. Standard details and specifications:  
(<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications/>);
  - c. Americans with Disabilities Act (ADA) requirements, where applicable.
46. **Sanitary Sewer Calculations:** Permittee shall submit a completed “Sewer Needs Questionnaire” form and sanitary sewer calculations to justify lateral size design, allocation of discharge for each of the lateral, and impact to the existing main. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.
47. **Storm Drain Design:** Permittee shall submit storm drain hydrology and hydraulic calculations based upon a 10-year storm event to justify the size of the storm drain lateral flowing full, without surcharging the main line pipe, and to be reviewed and approved by the Engineering Department.
48. **Domestic Water and Fire Service Calculations:** Permittee shall submit potable water and fire service calculations to confirm adequacy of lateral size, pressure and flow, to be reviewed and approved by the Engineering Department and Fire Department. Hydraulic modeling analysis by the City and paid by the Permittee may be required as needed. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.
49. **Relocation and Adjustment of Existing Public Utilities:** Permittee shall relocate and/or adjust existing public utilities as needed that are in conflict with the proposed improvements.
50. **Water Service Agreement:** Permittee shall complete a water service agreement to obtain water service.
51. **Encroachment Permit:** Prior to any work in the public right-of-way and/or public easement, obtain an encroachment permit with insurance requirements for all public improvements including a traffic control plan per the latest California Manual on Uniform Traffic Control Devices (MUTCD) standards to be reviewed and approved by the Engineering Department.

## **PRIOR TO BUILDING PERMIT ISSUANCE**

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

52. **Water Supply and Force Majeure:** The City reserves the right to suspend the issuance of building permits in case of an emergency declaration of water supply in the case of a major catastrophic event that restricts City’s assurance to provide water supply.

53. Water Efficient Landscapes: Permittee shall comply with Milpitas Municipal Code Title VIII, Chapter 5 Water Efficient Landscapes for landscape design, including but not limited to, providing separate water meters for domestic water service and irrigation service and providing applicable landscape documentation package.
54. Development Fees: Permittee shall pay the following development fees. The information listed in items “a” through “g” are based upon current fee rates; however, those fee rates are subject to change. The exact fee amount shall be determined at the time of building permit fee payment:
- a. Hillside water reimbursement fee: \$8,550
  - b. Treatment Plant Fee: \$880 per dwelling
  - c. Cost of meter purchases: these were listed in Exhibit B, but the City no longer collects those. Instead we have the customer order the meters through our supplier and pay the supplier directly.

Other Fees

- d. Sewer connection fee: \$1,908 single family parcel (separate from Treatment Plant fee)
55. Mailboxes: The Permittee shall coordinate with US Postal Services regarding placement of required mailboxes. Mailbox location shall not be on public street frontages and shall be approved by City and US Postal Services prior to building permit issuance. Mailbox locations shall be shown on the improvement plans and Permittee shall submit a letter to the City’s Land Development Engineering Section from the Postmaster approving the location of the mailbox. Structures to protect mailboxes may require Building, Engineering and Planning Department review.
56. Hazard Assessment Report: For any new back flow device proposed to be installed on an irrigation, domestic or fire service, the Permittee and its qualified cross-connection specialist shall complete and submit a City of Milpitas Hazard Assessment Report (CMP Hazard Assessment Report (Fillable) 2026). An existing Hazard Assessment Report may be submitted if completed in the last six (6) months, or submission of a new assessment if any of the following conditions have occurred: 1) Initial site hazard assessment is older than six (6) months, 2) Account change; 3) New connection; 4) Change in onsite activities or materials that may affect water safety; 5) If there has been cross-connection incident in the last six (6) months or if this work is requirement of the State Water Resource Control Board. The Hazard Assessment Report shall be submitted for review and approval by the City’s Utility Engineering department prior to building permit issuance.

**DURING CONSTRUCTION**

*The following conditions shall be complied with at all times **during** the construction phase of the project, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

57. Dewatering: If dewatering is needed during construction, Permittee shall obtain a Short-Term Industrial Wastewater Permit from the San Jose/Santa Clara Water Pollution Control Plant for discharging the groundwater to a sanitary sewer system.
58. Prohibition of Potable Water Usage: Permittee shall use recycled water for construction purposes, including dust control and compaction. Permittee shall comply with MMC VIII-6-5.00 and 6-6.00 where potable water usage is prohibited, unless otherwise approved by the City Council.

- 59. Construction Staging and Employee Parking: Permittee shall place all construction related materials, equipment, and arrange construction workers parking on-site and not located in the public right-of-ways or public easements.
- 60. Water Shut-down Plan: Permittee shall provide a water shut-down plan at least seven days in advance of the shut-down in coordination with the Engineering Inspector and notify affected property owners/tenants when cut-in tee(s) is/are required.

**PRIOR TO FIRST OCCUPANCY**

*The following conditions shall be met **prior to** first building occupancy on either lot, unless otherwise approved the Director of Engineering/City Engineer.*

- 61. Completion of Public Improvements: Permittee shall complete all public improvements as shown on City approved plans.
- 62. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.
- 63. Record Drawings: Permittee shall submit record drawings in Full size hard copy, AutoCAD, Tiff, and PDF formats for City records. Record drawings shall include all public improvements. Additionally, if the project uses recycled water, the permittee shall also submit record drawings of on-site irrigation facilities.
- 64. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit.

- (P) = Planning
- (B) = Building
- (E) = Engineering
- (F) = Fire Prevention
- (CA) = City Attorney

**NOTICE OF RIGHT TO PROTEST**

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

**AGREEMENT**

*Permittee/Property Owner*

The undersigned agrees to each and every condition of approval and acknowledges the NOTICE OF RIGHT TO PROTEST and hereby agrees to use the project property on the terms and conditions set forth in this resolution.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Permittee



# MILPITAS PLANNING COMMISSION STAFF REPORT

April 8, 2026

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**APPLICATION:** **SITE DEVELOPMENT AMENDMENT – 1321 TERRA VISTA COURT – P-SA25-0003:** A request for a Site Development Permit Amendment to deviate from the approved designs under P-SD22-0013 for a new single-family home and to construct a 5,840-square-foot, two-story, single-family residence with an attached two-car garage on a vacant 1.1-acre site located in the R1-H Single-family Residential-Hillside Zoning District at 1321 Terra Vista Court (Countryside Estates, Lot 4). The proposed Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303(a) (New Construction or Conversion of Small Structures) and Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning).

**RECOMMENDATION:** **Staff recommends that the Planning Commission adopt Resolution No. 26-007, recommending approval of Site Development Permit Amendment SA25-0003 to the City Council, subject to the attached Conditions of Approval.**

**LOCATION:**

Address/APN: 1321 Terra Vista Court (APN 029-07-012)  
Area of City: Northeastern portion of the City of Milpitas in the hillside area

**PEOPLE:**

Project Applicant: Eugene Sakai, Studio S Squared Architecture, Inc.  
Project Planner: Randy Baez, Associate Planner

**LAND USE:**

General Plan Designation: Hillside Low-Density (HLD)  
Zoning District: Single Family Residential-Hillside (R1-H)  
Planned Unit Development: No. 68 (Countryside Estates)  
Site Area: 1.1 acres

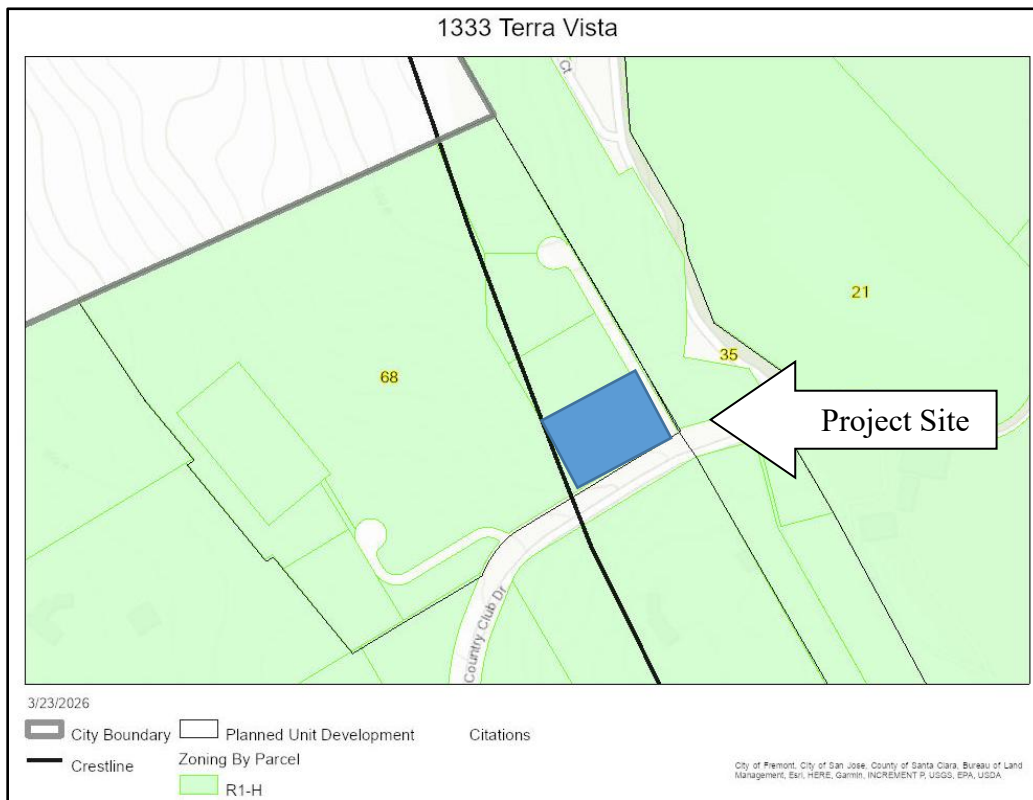
**ENVIRONMENTAL:**

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

**Map 1 – Project Location**



**Map 2 - Zoning Map**



## **BACKGROUND**

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### ***History***

On November 17, 1992, the City Council approved Planned Unit Development (PUD) No. 68 (Countryside Estates) to allow the construction of six hillside residential home sites on a 24.5-acre parcel. Each home site would be reviewed separately under the provisions of an “S” Zone Application or Site Development Permit and subject to a precise building envelope established by the PUD. To date, lots 2, 3 and 6 have been approved for development.

On October 25, 2023, the Planning Commission recommended approval of Site Development Permit No. SD22-0013 to develop a new hillside home located at the Project site, also known as Lot 3 of the Countryside Estates. This proposal included a five-bedroom, 4,929 square-foot, one and a half-story single-family residence and a 797-square-foot, attached accessory dwelling unit. As part of this decision, the Planning Commission also recommended approval of an amendment/modification to PUD No. 68, Planned Unit Development No. PA23-0001, which allowed the Project site to deviate from the development standards of PUD No. 68.

On December 5, 2023, the City Council approved Site Development Permit No. SD22-0013 and PUD Amendment No. PA23-0001 to allow development for the hillside home at the Project site. Since that time, the property has been sold to a new property owner, who wanted to change some minor aspects of the Project’s exterior, while increasing interior living area square footage. Approximately 900-square-feet of living area was added to the main dwelling without modifying the building footprint. This was made possible by converting the previously attached accessory dwelling unit into living area for the main dwelling.

### ***The Application***

The following is a summary of the Applicant’s request:

- *Site Development Permit Amendment:* To allow the development of a 5,840-square foot, two-story single-family residence and an 831-square-foot detached Accessory Dwelling Unit (ADU<sup>1</sup>) on a 1.1-acre vacant lot within the hillside (the “Project”). The residence will include an attached two-car garage, in addition to at least three off-street parking spaces accessed from the swing-in driveway. The proposal also includes an in-ground pool, outdoor kitchen, retaining walls, landscaping, and associated site improvements.

### ***Process***

In addition to satisfying the substantive and procedural requirements typically applicable to a Site Development Permit Amendment, because of the Project’s location within the Hillside Combining District (“H”), the application must be considered by both the Planning Commission and the City Council (Milpitas Municipal Code “MMC” Section XIII-B.22.090) for conformance with the Hillside Site and Architectural Approval Guidelines.

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<sup>1</sup> The proposed detached ADU meets the minimum requirements per State law and Milpitas Municipal Code (MMC) Section XIII-C.10.030, Accessory Dwelling Units. Therefore, the ADU must be approved ministerially and is not subject to any discretionary review.

## PROJECT DESCRIPTION

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### *Overview*

The project site is an undeveloped 1.1-acre parcel located at the intersection of Country Club Drive and Terra Vista Court within Planned Unit Development No. 68: Countryside Estates. The property and neighboring properties are zoned Single Family Residential – Hillside. The project site is located on the east side of the hillside crest line. An aerial map of the subject site location is shown on Map 1.

The applicant is requesting a Site Development Permit Amendment to develop a 5,840-square foot, two-story single-family residence (up to a maximum of 27-feet in height) and an 831-square-foot detached ADU on a 1.1-acre vacant lot. The residence will include an attached two-car garage, in addition to at least three off-street parking spaces accessed from the swing-in driveway.

A circular driveway approximately 200 feet long will be built matching the existing slope. One end of the driveway meets Terra Vista, while the other end splits towards the proposed two-car garage. Similar to the previous Site Development Permit, the majority of the lot area will remain undeveloped and designated as open space, per PUD No. 68. The primary residence will feature a two-car garage on the first floor, along with an office, media room, recreation room, and video game room. The second floor will include the primary living area, including five bedrooms, a family room, dining room, and kitchen. The rear of the residence will also include a large wrap-around patio. Other proposed accessory structures include an in-ground pool with integrated spa and an outdoor kitchen.

There are no existing trees onsite, and the proposed residence and associated structures will be constructed on the flattest portion of the lot. Landscaping throughout the lot include drought tolerant, fire resistant, and low water use plants such as Crape Myrtle trees, Royal Purple Smoke Trees, and Fortnight Lily bushes.

### *Location and Context*

The Project site is located in the northeastern portion of the City of Milpitas in the hillside area as shown on Map 2. The following table provides a summary of the Zoning and Land Uses surrounding the site:

**Table 1: Surrounding Zoning and Land Uses**

	<b>General Plan</b>	<b>Zoning</b>	<b>Existing Use</b>
<b>Subject Site</b>	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)/PUD 68	Vacant
<b>North</b>	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)/PUD 68	Vacant
<b>South</b>	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Single-Family Home
<b>East</b>	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Vacant
<b>West</b>	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)/PUD 68	Vacant

**PROJECT ANALYSIS**

***General Plan and Zoning Conformance***

Milpitas General Plan 2040

The General Plan designation for the Project site is Hillside Low Density (HLD). The General Plan details the goals, objectives and policies for the City’s Hillside Area. It is characterized by gentle to steep slopes, grassy terrain with some chaparral and trees, wildlife, geologically unstable areas, the Ed R. Levin County Regional Park, and a feeling of remoteness from the more urban portions of the City. The Hillside Low Density designation allows a maximum of one (1) housing unit per gross acre. The Project is in conformance with the policies and standards in the City’s General Plan policies, as outlined in the following table:

**Table 2: General Plan Consistency**

<b>Policy</b>	<b>Conformance</b>
<i>CD 7-1 Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	<b>Consistent.</b> The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints, as the Project site is located over 100 feet east of the crestline. Project plan sheets A0.4 and A0.5 illustrate how the proposed residence will not obstruct panoramic public views from and of the hillsides.
<i>CD 7-2 Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	<b>Consistent.</b> The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut to 4,160 cubic yards and fill to 490 cubic yards for both construction phases. The total earthwork exported is necessary to accommodate the home's footprint and meet the grade requirements to not be visible from the valley floor.
<i>CD 7-3 Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	<b>Consistent.</b> Minimal contour grading will be required for the construction of the new residence due to its siting on the flattest areas of the lot. All new contours will be designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
<i>CD 7-4 Avoid mass graded pads within hillside areas. Smaller steps or grade changes should be used over single, large, slope banks to the greatest extent feasible.</i>	<b>Consistent.</b> The building pad is proposed at the flattest portion of the lot and will only necessitate minimal grading to accommodate the residence. Grading has been minimized as much as feasibly possible in the Project, in that the site follows the site's natural contours in an effort to preserve the natural terrain quality.

<i>CD 7-5 Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	<b>Consistent.</b> No changes are proposed to the existing land use and zoning designation, as the subject site is to be used as a single-family residence.
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**Development Standards**

The site is located in the R1-H Single-Family Residential-Hillside Combining District. The “H” Zoning District promotes and encourages the orderly development of the hillside area of the City by the application of regulations and requirements established to meet the constraints associated with the development of hillside areas, including, but not limited to, geologic problems, slope, safe access, and visibility.

Per MMC Section XIII-B.22.170, the subject parcel in the hillside is less than 3.0-acres, which allows up to 6,000-square-foot maximum size for the main residence and the impervious surface coverage to be limited to 8,000 square-feet or 10 percent of the total lot area, whichever is greater. The Project maintained the same building layout as SD22-0013 but will be increasing the habitable space of the main residence by expanding the living room area by converting the previously attached ADU into a detached ADU. Table 3 demonstrates the Project’s consistency with the applicable development standards of the R1-H zoning district and PUD 68.

**Table 3: Summary of Development Standards**

<b>Standards</b>	<b>Hillside &amp; PUD 68 Requirements</b>	<b>Proposed</b>	<b>Complies</b>
Front Setback	25 ft. minimum when avg. slope is <16%. Otherwise, 40 ft. minimum	55 ft. and 7 inches from the property line	Yes
Side Yard Setback	40 ft. minimum	44 ft. and 11 in. on south; 50 ft. and 8.5 in. on north.	Yes
Rear	40 ft. minimum	127 ft. and 7.5 inches	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres)	5,840 sq. ft.	Yes
Impervious Surfaces	8,000 sq. ft. maximum (lots < 3 acres)	7,661 sq. ft.	Yes
Building Height (Maximum)	17 ft. west of crestline; 27 ft. east of crestline / 1 ½ stories	1 ½ story or 26 feet and 10.5 inches	Yes
Parking	Three spaces required, including one covered	Six spaces (two inside garage & four outside)	Yes
Crestline Zone of Protection	Within three hundred (300) feet easterly of the crestline, structure heights	Within 300 ft east of the crestline, not visible from the three closest	Yes

Standards	Hillside & PUD 68 Requirements	Proposed	Complies
	shall be restricted so that no structure extends above the crestline site line	viewpoints nor does the height of the structure extend into the crestline site line	

Due to the subject property’s location, the Project is also required to comply with the development standards in the City’s Hillside Combining District. Per MMC Section XIII-B.22.090.G, the Planning Commission and City Council shall consider the following guidelines in its review. Staff has determined the Project to be consistent with the Hillside Architectural Guidelines as demonstrated in Table 4 below.

**Table 4: Hillside Zoning Ordinance Compliance**

Site and Architectural Guidelines MMC XIII-B.22.090(G)	Consistency Finding
<i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i>	<b>Consistent.</b> Due to the proposed location and minimal scale of the home relative to the maximum allowable size outlined in Table 3, the development will not substantially interfere with views and privacy to adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 26-feet and 10.5 inches, and substantially setback from adjacent property lines to the north and south, which minimizes interference with views and privacy. Additionally, the lot to the west is dedicated as Common Area only and will not be developed with future residential uses.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	<b>Consistent.</b> The Project site is currently vacant and undeveloped and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut to 4,160 cubic yards and fill to 490 cubic yards. Minimal landscaping is also proposed, including 22 mid-size trees and various flowering plants, ground cover, succulents and shrubs.
<i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the</i>	<b>Consistent.</b> The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the

Site and Architectural Guidelines MMC XIII-B.22.090(G)	Consistency Finding
<i>immediate neighborhood should minimize the perception of excessive bulk.</i>	perception of bulk within the one-and-a-half-story residence. The footprint of the proposed home is also angled in its orientation to the front property line, thus minimizing the perception of excessive bulk. Furthermore, as described above and shown in Table 3, the proposed main residence is proposed to be sized in scale closer to immediate neighbors' proposed residences built on lots less than 3.0-acres in size. The overall building footprint of the main residence on the 1.1-acre lot is consolidated, and the remaining portions of the lot will also remain undeveloped, and no accessory structures are proposed.
<i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	<b>Consistent.</b> The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has a combination of mansard-style and minimally pitched roof systems that could be used to utilize future solar energy. With regards to adjacent properties, the lot to the west is reserved as Common Area and the residences to the east are located greater than 429 feet away. As such, the proposed main residence will not cause an impairment to the adjacent properties access to light and air.
<i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	<b>Consistent.</b> The proposed location of the main dwelling is where the existing lot is most flat, and grading is limited to 4,160 cubic yards of necessary cut to accommodate the two-story dwelling and modest pool and 490 cubic yards of the grading will be repurposed as fill.

**Site & Architectural Design**

The Project is designed in a modern French Chateau style, which adds to the diversity of the neighborhood. The exterior materials are composed of painted stucco, high quality stone veneer and a standing seam metal roof, with metal and stain grade wood accents. The articulation of the architectural forms blending with a variety of finishes creates an attractive front elevation, along with an integrated curved driveway pattern that enhances the house and the neighborhood. All exterior materials and finishes work together as a palette of earth tone colors creating harmony

with the surroundings. The colors and materials are complementary to the neighboring residences and within an earth tone range.

### ***Grading and Landscaping***

Due to the sloped lot and vehicular access requirements, the applicant has requested that the site be graded in order to make the site feasible for residential development. In an effort to limit the amount of ground to be removed, the applicant has proposed a site plan which locates the proposed home on the flattest portion of the site. Given the steep slope of the lot, grading was required to accommodate a two-story home with rear yard access. In order to minimize grading, the rear yard entry is located on the second floor, which requires considerably less grading than having the exit on the first floor.

However, due to the property slope and proximity to the crestline, the Project will result in 4,160 cubic yards of cut and 490 cubic yards of fill for the construction of a new home and the required grade at the driveway for firetruck access. The amended design results in approximately 1,000 cubic yards more of cut, the difference of which was required to accommodate the new detached ADU while maintaining protection of the crestline. Per MMC Section B.22.180(D)(3), grading over 1,500 cubic yards requires Planning Commission and City Council approval. Given the proximity of the crestline, the lot requires a significant amount of grading in order to develop a residence that would not be visible from the valley floor. Furthermore, no grading is proposed in the crestline zone of protection, and grading is limited to near the footprint of the home and rear patio area. Therefore, this Project will not impact the public views of the hillside and will not result in any other significant impacts.

The proposed landscape plan includes a variety of flowers, shrubs, succulents, and trees. As demonstrated in Attachment B (Project Plans), these plans are consistent with the grading and landscaping requirements within the Hillside Ordinance.

### ***Crestline Zone of Protection***

In an effort to protect the quality of views of the hills from the valley floor, development standards related to the crestline have been incorporated into the Zoning Code. Per MMC Section XIII-B.22.060, the purpose of the crestline zone of protection is to preserve the natural quality of the crestline and the slopes immediately below, when viewed from the valley floor. In addition, MMC Section XIII-B.22.060.B states that, in the area within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line. An exhibit was given to the applicant demonstrating the location of prominent crestlines identified by the City. To demonstrate compliance with the crestline zone of protection and site line, which is located within the rear half of the existing lot, the Applicant installed “story poles” (Attachment C) along the minimum setback line and took pictures from areas recognized by the City as vantage points and required by the Hillside Section B.22.060. Specifically, designated viewpoints VP2, VP3, and VP4 were included within this analysis. As demonstrated in Attachment C (Story Pole Installation) and Project plan sheet A0.5, although cross section #3 for VP4 would intrude into the site line, the story pole tests confirm the Project will not be visible from the valley floor, and therefore, is compliant with the Crestline Zone of Protection.

### ***Planned Unit Development No. 68 Conformance***

The Project is also located within PUD 68, which established total allowable square footage, total allowable grading, size of the garage, and exterior finish materials. Per PUD 68, which was adopted in November of 1992, the lot shall have a 3-car garage, 4,000-5,000 square feet of total allowable square footage for the residential structure and only permit certain types of exterior finishes.

The Project site's previous entitlement (SD22-0013) also included a Planned Unit Development Amendment (PA23-0001) that determined through analysis and research that PUD 68, which was established to regulate the construction of six custom homes, is no longer reflective of the current development patterns of the Bay Area. For that reason, the PUD was amended for this lot to allow for an increase in residential square footage, a modification for a two-car garage instead of a three-car garage, and proposed changes in exterior finishes.

Staff finds that the Project is consistent with the recent PUD Amendment in that the building footprint has not changed from the previous approval, nor has the height. Therefore, the Project still meets the finding that these changes will not be detrimental to the light, air or privacy of any other structure or use currently existing or anticipated. Furthermore, the Project will maintain the two-car garage that was previously approved, and the elevations are substantially similar.

### **FINDINGS FOR APPROVAL (OR DENIAL)**

A finding is a statement of fact relating to the information that the Planning Commission has considered in making a decision. Findings shall identify the rationale behind the decision to take a certain action. Based on substantial evidence in the public record, Staff has found that the proposed Project is consistent with the General Plan, Zoning Ordinance, and all required Findings.

### ***Site Development Permit Findings (MMC Section XIII-D.4.020.F(1.a-d) for All Site Development Permits and MMC Section XIII-D.4.020.F(2.a-c) for Specific Projects)***

#### *1a. The proposed project is consistent with this Title.*

As described within the staff report, the architectural design and site planning of the proposed home is aesthetically compatible with the neighboring homes with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is sited in a manner as to not draw attention when viewed from the valley floor.

#### *1b. The proposed use and project are consistent with the goals and policies of the General Plan:*

The Project is consistent with the Milpitas General Plan, and particularly with Policy CD 7-5, which states to limit new development in the Hillside Area to only to Very Low Density Residential, open space and park uses. The project meets this finding, as the site is a part of an approved Planned Unit Development, which subdivided lots planned for clustered housing.

The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

*1c. The project will not be detrimental to public health, safety, and general welfare:*

The proposed home was designed to meet the Hillside development standards and will not substantially interfere with views and privacy of adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 26-feet and 10.5 inches, and substantially setback from adjacent property lines to the north and south, which minimizes interference with views and privacy. Additionally, the lot to the west is dedicated as Common Area only and will not be developed with future residential uses. Therefore, the Project will not be detrimental to public health, safety, and general welfare.

*1d. The proposed project is in compliance with the provisions of California Environmental Quality Act (CEQA):*

The proposed Project includes the development of a 5,840-square-foot single-family home with a detached ADU within an urban and residentially zoned area. The proposed Project also meets both the Hillside zoning regulations as well as the General Plan goals, objectives, and policies. Therefore, the Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303(a) (New Construction or Conversion of Small Structures) and Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning.)

*2a. The proposed use and project are consistent with the goals and policies of any Specific Plan, if applicable:*

This finding is not applicable to this Project, as it is not located within a Specific Plan.

*2b. The proposed siting, form, architectural style, materials, and other elements of multi-family residential and mixed-use developments are consistent with City Objective Design Standards:*

This finding is not applicable to this Project, as it is not a multi-family residential project.

*2c. The proposed siting, form, and architectural style of single-family residential, commercial, and industrial developments are appropriate for the project site and surroundings and create a visually cohesive design, and are consistent with all applicable design standards in this Title:*

The proposed siting, form, and architectural style of the home are aesthetically compatible with the neighboring homes, with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is tucked into the hillside as to not draw attention to it when viewing from the valley floor. All exterior materials and finishes work together as a palette of earth tone colors, creating harmony with the surroundings. The colors and materials of the proposed French chateau design are complementary to the neighboring residences. Additionally, the proposed home is on a 1.1-acre parcel sitting at a minimum of 40

feet set back from all property lines, with a minimum of 80 feet between the closest neighboring home, and therefore will not interfere with privacy.

### **ENVIRONMENTAL REVIEW**

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The proposed Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303(a) (New Construction or Conversion of Small Structures) and Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning).

### **PUBLIC COMMENT/OUTREACH**

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Staff provided public notice for the application in accordance with City and State public noticing requirements. At the time of writing this report, there have been no inquiries from the public. A notice was published in the Milpitas Post on March 27, 2026. In addition, 18 notices were sent to owners and occupants within 300 feet of the Project site. A public notice was also provided on the Project site, on the City's Website, [www.milpitas.gov](http://www.milpitas.gov), and posted at City Hall.

### **RECOMMENDATION**

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STAFF RECOMMENDS THAT the Planning Commission:

1. Open the Public Hearing to receive comments;
2. Close the Public Hearing; and
3. Adopt Resolution 26-007, recommending that the City Council approve Site Development Permit Amendment No. SA25-0003, to allow development of a single-family residence in the R1-H Single-family Residential Hillside Zoning District in PUD 68, subject to the findings and attached Conditions of Approval.

### **ATTACHMENTS**

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- A: Resolution 26-007
- B: Project Plans
- C: Story Pole Installation

**RESOLUTION NO. 26-007**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS APPROVING AND RECOMMENDING APPROVAL OF SITE DEVELOPMENT PERMIT AMENDMENT NO. SD25-0003 TO THE MILPITAS CITY COUNCIL TO DEVELOP A NEW HILLSIDE HOME LOCATED ON A VACANT 1.1-ACRE SITE AT 1321 TERRA VISTA CT (APN: 029-07-012). THE PROJECT SITE IS ZONED SINGLE FAMILY RESIDENTIAL - HILLSIDE**

**WHEREAS**, on October 25, 2023, the Planning Commission recommended approval of Site Development Permit No. SD22-0013 to develop a new five-bedroom, 4,929 square-foot single-family hillside home located at the Project site, also known as Lot 3 of the Countryside Estates. At this hearing, the Planning Commission also recommended approval of Planned Unit Development No. PA23-0001.

**WHEREAS**, on December 5, 2023, the City Council approved Site Development Permit No. SD22-0013 and PUD Amendment No. PA23-0001 to allow development for the hillside home at the Project site.

**WHEREAS**, on June 17, 2025, an application was submitted by Eugene Sakai, of Studio S Squared Architecture, Inc. (“Applicant”), for a development amendment to allow the development of a 5,840-square foot, one and a half-story single-family residence (“Project”) on a vacant 1.1-acre site within Planned Unit Development No. 68 at 1321 Terra Vista Ct (APN: 029-07-012). The Project site is zoned Single Family Residential - Hillside; and

**WHEREAS**, the Planning Division completed an environmental assessment for the Project in accordance with the California Environmental Quality Act (CEQA), which assessment determined that the Project is exempt from CEQA review pursuant to Section 15303 (New Construction and Conversion of Small Structures) of the CEQA Guidelines and, as a separate and independent basis, pursuant to Section 15183 of the CEQA Guidelines; and

**WHEREAS**, on April 8, 2026, the Planning Commission held a duly noticed public hearing on the subject application, at which all those in attendance were given the opportunity to speak on Project; and

**WHEREAS**, the Planning Commission has considered all of the written and oral testimony presented at the public hearing in making its decision; and

**NOW THEREFORE**, the Planning Commission of the City of Milpitas hereby finds, determines and resolves as follows:

**SECTION 1: Recitals.**

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

**SECTION 2: CEQA Finding**

The project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15303(a) for “New Construction or Conversion of Small Structures including one single-family residence, or a second dwelling unit in a residential zone,” because it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. The Project’s proposed new construction of a single-family residence and its accessory structures are within a residentially zoned area on

a legal parcel and none of the exceptions, as specified in Section 15300.2 of the CEQA Guidelines that would preclude applicability of this exemption are present. As a separate and independent basis, the Project is exempt from Section 15183 of the CEQA Guidelines as a project consistent with a community plan, general plan or zoning in that it is consistent with the development density established in the Milpitas General Plan and the applicable zoning and there are no project-specific significant effects which are peculiar to this project or its site.

**SECTION 3: Site Development Permit (MMC Section XIII-D.4.020.F(1.a-d) for All Site Development Permits and MMC Section XIII-D.4.020.F(2.a-c) for Specific Projects) - The Planning Commission makes the following findings based on the evidence in the public record in approving Site Development Permit Amendment No. SA25-0003:**

*1a. The proposed project is consistent with this Title.*

As described within the staff report, the architectural design and site planning of the proposed home is aesthetically compatible with the neighboring homes with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is sited in a manner as to not draw attention when viewed from the valley floor.

*1b. The proposed use and project are consistent with the goals and policies of the General Plan:*

The Project is consistent with the Milpitas General Plan, and particularly with Policy CD 7- 5, which states to limit new development in the Hillside Area to only to Very Low Density Residential, open space and park uses. The project meets this finding, as the site is a part of an approved Planned Unit Development, which subdivided lots planned for clustered housing. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

*1c. The project will not be detrimental to public health, safety, and general welfare:*

The proposed home was designed to meet the Hillside development standards and will not substantially interfere with views and privacy of adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 26-feet and 10.5 inches, and substantially setback from adjacent property lines to the north and south, which minimizes interference with views and privacy. Additionally, the lot to the west is dedicated as Common Area only and will not be developed with future residential uses. Therefore, the Project will not be detrimental to public health, safety, and general welfare.

*1d. The proposed project is in compliance with the provisions of California Environmental Quality Act (CEQA):*

The proposed Project includes the development of a 5,840-square-foot single-family home with a detached ADU within an urban and residentially zoned area. The proposed Project also meets both the Hillside zoning regulations as well as the General Plan goals, objectives, and policies. Therefore, the Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303(a) (New Construction or Conversion of Small Structures) and Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning.)

*2a. The proposed use and project are consistent with the goals and policies of any Specific Plan, if applicable:*

This finding is not applicable to this Project, as it is not located within a Specific Plan.

*2b. The proposed siting, form, architectural style, materials, and other elements of multi-family residential and mixed-use developments are consistent with City Objective Design Standards:*

This finding is not applicable to this Project, as it is not a multi-family residential project.

*2c. The proposed siting, form, and architectural style of single-family residential, commercial, and industrial developments are appropriate for the project site and surroundings and create a visually cohesive design, and are consistent with all applicable design standards in this Title:*

The proposed siting, form, and architectural style of the home are aesthetically compatible with the neighboring homes, with an emphasis of minimizing changes to the natural topography. The proposed home incorporates earth tone colors and is tucked into the hillside as to not draw attention to it when viewing from the valley floor. All exterior materials and finishes work together as a palette of earth tone colors, creating harmony with the surroundings. The colors and materials of the proposed French chateau design are complementary to the neighboring residences. Additionally, the proposed home is on a 1.1-acre parcel sitting at a minimum of 40 feet set back from all property lines, with a minimum of 80 feet between the closest neighboring home, and therefore will not interfere with privacy.

***Development Standards***

The site is located in the R1-H Single-Family Residential-Hillside Combining District. The “H” Zoning District promotes and encourages the orderly development of the hillside area of the City by the application of regulations and requirements established to meet the constraints associated with the development of hillside areas, including, but not limited to, geologic problems, slope, safe access, and visibility.

Per MMC Section XIII-B.22.170, the subject parcel in the hillside is less than 3.0-acres, which allows up to 6,000-square-foot maximum size for the main residence and the impervious surface coverage to be limited to 8,000 square-feet or 10 percent of the total lot area, whichever is greater. The Project maintained the same building layout as SD22-0013 but will be increasing the habitable space of the main residence by expanding the living room area by converting the previously attached ADU into a detached ADU. Table 1 demonstrates the Project’s consistency with the applicable development standards of the R1-H zoning district and PUD 68.

**Table 1:**  
**Summary of Development Standards**

<b>Standards</b>	<b>Hillside &amp; PUD 68 Requirements</b>	<b>Proposed</b>	<b>Complies</b>
Front Setback	25 ft. minimum when avg. slope is <16%. Otherwise, 40 ft. minimum	55 ft. and 7 inches from the property line	Yes
Side Yard Setback	40 ft. minimum	44 ft. and 11 in. on south; 50 ft. and 8.5 in. on north.	Yes
Rear	40 ft. minimum	127 ft. and 7.5 inches	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres)	5,840 sq. ft.	Yes
Impervious Surfaces	8,000 sq. ft. maximum (lots < 3 acres)	7,661 sq. ft.	Yes

Standards	Hillside & PUD 68 Requirements	Proposed	Complies
Building Height (Maximum)	17 ft. west of crestline; 27 ft. east of crestline / 1 ½ stories	1 ½ story or 26 feet and 10.5 inches	Yes
Parking	Three spaces required, including one covered	Six spaces (two inside garage & four outside)	Yes
Crestline Zone of Protection	Within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line	Within 300 ft east of the crestline, not visible from the three closest viewpoints nor does the height of the structure extend into the crestline site line	Yes

Due to the subject property’s location, the Project is also required to comply with the development standards in the City’s Hillside Combining District. Per MMC Section XIII-B.22.090.G, the Planning Commission and City Council shall consider the following guidelines in its review. Staff has determined the Project to be consistent with the Hillside Architectural Guidelines as demonstrated in Table 2 below.

**Table 2:**  
**Hillside Zoning Ordinance Compliance**

Site and Architectural Guidelines MMC XIII-B.22.090(G)	Consistency Finding
<i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i>	<b>Consistent.</b> Due to the proposed location and minimal scale of the home relative to the maximum allowable size outlined in Table 3, the development will not substantially interfere with views and privacy to adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 26-feet and 10.5 inches, and substantially setback from adjacent property lines to the north and south, which minimizes interference with views and privacy. Additionally, the lot to the west is dedicated as Common Area only and will not be developed with future residential uses.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	<b>Consistent.</b> The Project site is currently vacant and undeveloped and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut to 4,160 cubic yards and fill to 490

<b>Site and Architectural Guidelines MMC XIII-B.22.090(G)</b>	<b>Consistency Finding</b>
	<p>cubic yards. Minimal landscaping is also proposed, including 22 mid-size trees and various flowering plants, ground cover, succulents and shrubs.</p>
<p><i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i></p>	<p><b>Consistent.</b> The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the perception of bulk within the one-and-a-half-story residence. The footprint of the proposed home is also angled in its orientation to the front property line, thus minimizing the perception of excessive bulk. Furthermore, as described above and shown in Table 1, the proposed main residence is proposed to be sized in scale closer to immediate neighbors’ proposed residences built on lots less than 3.0-acres in size. The overall building footprint of the main residence on the 1.1-acre lot is consolidated, and the remaining portions of the lot will also remain undeveloped, and no accessory structures are proposed.</p>
<p><i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i></p>	<p><b>Consistent.</b> The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has a combination of mansard-style and minimally pitched roof systems that could be used to utilize future solar energy. With regards to adjacent properties, the lot to the west is reserved as Common Area and the residences to the east are located greater than 429 feet away. As such, the proposed main residence will not cause an impairment to the adjacent properties access to light and air.</p>
<p><i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i></p>	<p><b>Consistent.</b> The proposed location of the main dwelling is where the existing lot is most flat, and grading is limited to 4,160 cubic yards of necessary cut to accommodate the two-story dwelling and modest pool and 490 cubic yards of the grading will be repurposed as fill.</p>

### ***Site & Architectural Design***

The Project is designed in a modern French Chateau style, which adds to the diversity of the neighborhood. The exterior materials are composed of painted stucco, high quality stone veneer and a standing seam metal roof, with metal and stain grade wood accents. The articulation of the architectural forms blending with a variety of finishes creates an attractive front elevation, along with an integrated curved driveway pattern that enhances the house and the neighborhood. All exterior materials and finishes work together as a palette of earth tone colors creating harmony with the surroundings. The colors and materials are complementary to the neighboring residences and within an earth tone range.

### ***Grading and Landscaping***

Due to the sloped lot and vehicular access requirements, the applicant has requested that the site be graded in order to make the site feasible for residential development. In an effort to limit the amount of ground to be removed, the applicant has proposed a site plan which locates the proposed home on the flattest portion of the site. Given the steep slope of the lot, grading was required to accommodate a two-story home with rear yard access. In order to minimize grading, the rear yard entry is located on the second floor, which requires considerably less grading than having the exit on the first floor.

However, due to the property slope and proximity to the crestline, the Project will result in 4,160 cubic yards of cut and 490 cubic yards of fill for the construction of a new home and the required grade at the driveway for firetruck access. This is an increase of approximately 1,000 cubic yards of cut, but was deemed necessary to accommodate the proposed Accessory Dwelling Unit, while preserving the crestline. Per MMC Section B.22.180(D)(3), grading over 1,500 cubic yards requires Planning Commission and City Council approval. Given the proximity of the crestline, the lot requires a significant amount of grading in order to develop a residence that would not be visible from the valley floor. Furthermore, no grading is proposed in the crestline zone of protection, and grading is limited to near the footprint of the home and rear patio area. Therefore, this Project will not impact the public views of the hillside and will not result in any other significant impacts.

The proposed landscape plan includes a variety of flowers, shrubs, succulents, and trees. As demonstrated in Attachment B (Project Plans), these plans are consistent with the grading and landscaping requirements within the Hillside Ordinance.

### ***Crestline Zone of Protection***

In an effort to protect the quality of views of the hills from the valley floor, development standards related to the crestline have been incorporated into the Zoning Code. Per MMC Section XIII-B.22.060, the purpose of the crestline zone of protection is to preserve the natural quality of the crestline and the slopes immediately below, when viewed from the valley floor. In addition, MMC Section XIII-B.22.060.B states that, in the area within three hundred (300) feet easterly of the crestline, structure heights shall be restricted so that no structure extends above the crestline site line. An exhibit was given to the applicant demonstrating the location of prominent crestlines identified by the City. To demonstrate compliance with the crestline zone of protection and site line, which is located within the rear half of the existing lot, the Applicant installed “story poles” (Attachment C) along the minimum setback line and took pictures from areas recognized by the City as vantage points and required by the Hillside Section B.22.060. Specifically, designated viewpoints VP2, VP3, and VP4 were included within this analysis. As demonstrated in Attachment C (Story Pole Installation) and Project plan sheet A0.5, although cross section #3 for VP4 would intrude into the site line, the story pole tests confirm the Project will not be visible from the valley floor, and therefore, is compliant with the Crestline Zone of Protection.

**General Plan Conformance**

The General Plan designation for the Project site is Hillside Low Density (HLD). The General Plan details the goals, objectives and policies for the City’s Hillside Area. It is characterized by gentle to steep slopes, grassy terrain with some chaparral and trees, wildlife, geologically unstable areas, the Ed R. Levin County Regional Park, and a feeling of remoteness from the more urban portions of the City. The Hillside Low Density designation allows a maximum of one (1) housing unit per gross acre. The Project is in conformance with the policies and standards in the City’s General Plan policies, as outlined in the following table.

**Table 3:**  
**General Plan Consistency**

<b>Policy</b>	<b>Conformance</b>
<i><b>CD 7-1</b> Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	<b>Consistent.</b> The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints, as the Project site is located over 100 feet east of the crestline. Project plan sheets A0.4 and A0.5 illustrate how the proposed residence will not obstruct panoramic public views from and of the hillsides.
<i><b>CD 7-2</b> Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	<b>Consistent.</b> The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut to 4,160 cubic yards and fill to 490 cubic yards for both construction phases. The total earthwork exported is necessary to accommodate the home's footprint and meet the grade requirements to not be visible from the valley floor.
<i><b>CD 7-3</b> Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	<b>Consistent.</b> Minimal contour grading will be required for the construction of the new residence due to its siting on the flattest areas of the lot. All new contours will be designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
<i><b>CD 7-4</b> Avoid mass graded pads within hillside areas. Smaller steps or grade changes should be used over single, large, slope banks to the greatest extent feasible.</i>	<b>Consistent.</b> The building pad is proposed at the flattest portion of the lot and will only necessitate minimal grading to accommodate the residence. Grading has been minimized as much as feasibly possible in the Project, in that

	the site follows the site's natural contours in an effort to preserve the natural terrain quality.
<i>CD 7-5 Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	<b>Consistent.</b> No changes are proposed to the existing land use and zoning designation, as the subject site is to be used as a single-family residence.

As described above, the Project is compatible and consistent with the surrounding uses and has been found to conform to the intent of the Milpitas 2040 General Plan designation. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

***Planned Unit Development No. 68 Conformance***


The Project is also located within PUD 68, which established total allowable square footage, total allowable grading, size of the garage, and exterior finish materials. Per PUD 68, which was adopted in November of 1992, the lot shall have a 3-car garage, 4,000-5,000 square feet of total allowable square footage for the residential structure and only permit certain types of exterior finishes.

The Project site’s previous entitlement (SD22-0013) also included a Planned Unit Development Amendment (PA23-0001) that determined through analysis and research that PUD 68, which was established to regulate the construction of six custom homes, is no longer reflective of the current development patterns of the Bay Area. For that reason, the PUD was amended for this lot to allow for an increase in residential square footage, a modification for a two-car garage instead of a three-car garage, and proposed changes in exterior finishes.

Staff finds that the Project is consistent with the recent PUD Amendment in that the building footprint has not changed from the previous approval, nor has the height. Therefore, the Project still meets the finding that these changes will not be detrimental to the light, air or privacy of any other structure or use currently existing or anticipated. Furthermore, the Project will maintain the two-car garage that was previously approved, and the elevations are substantially similar.

**SECTION 4:** The Planning Commission of the City of Milpitas hereby approves and recommends the City Council approve Site Development Permit Amendment No. SA25-0003 and adopt a resolution to allow the development of a single-family residence in the hillside district, based on the above findings and subject to the Conditions of Approval in the proposed Site Development Permit Amendment No. SD25-0003 attached hereto as **Exhibit 1** incorporated herein.

**PASSED AND ADOPTED** at a regular meeting of the Planning Commission of the City of Milpitas on April 8, 2026.

Signed by:  
  
 6D1BF35005EF45F...

Chair

**TO WIT:**

**I HEREBY CERTIFY** that the following resolution was duly adopted at a regular meeting of the Planning Commission of the City of Milpitas on April 8, 2026, and carried by the following roll call vote:

<b>COMMISSIONER</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Parveen Gupta	X			
Michael Caulkins				X
Dipak Awasthi	X			
Chia Ling Kong	X			
Olania Castillo	X			
Alexander Galang			X	
Dawn Brown	X			

**SITE DEVELOPMENT PERMIT AMENDMENT NO. P-SA25-0003  
1321 TERRA VISTA CT (APN 029-07-012)**

The City of Milpitas Planning Commission and City Council approve Site Development Permit Amendment No. SA25-0003, subject to and conditioned upon all applicable State and local laws and regulations and the Conditions of Approval outlined below, which will supersede those from Site Development Permit No. P-SD22-0013). This Permit is to allow the issuance of building permits for the proposed development of a 5,840-square foot, one and a half-story single-family residence (“Project”) on a vacant 1.1-acre site within Planned Unit Development No. 68 at 1321 Terra Vista Ct (APN: 029-07-012), subject to all necessary reviews, approvals, studies, and inspections for the issuance of such building permits.

**APPROVED SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:**

**General Conditions**

1. General Compliance. The applicant and owner, including all successors in interest (collectively “Permittee”) shall comply with each and every condition set forth in this Permit. Site Development Permit Amendment No. SA25-0003 (“Permit”) shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed and this Resolution has been recorded by the Permittee with the Santa Clara County’s Recorder Office. **(P)**
2. Modifications to project. Any deviation from the approved site plan, floor plans, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or designee. If the Planning Director or designee determines that the deviation is significant, the Permittee shall be required to apply for review and obtain approval of the Planning Commission, in accordance with the Zoning Ordinance. **(P)**
3. Effective Date. Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the decision-making body approved this Permit. **(P)**
4. Acceptance of Permit. Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
  - a. Acceptance of this Permit by Permittee; and
  - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
5. Permit Expiration. Pursuant to Section D.2.040.K of the Milpitas Comprehensive Zoning Update (CZU), this Permit shall become null and void if the development is not implemented within two (2) years, or for projects submitted with tentative maps, within the time limits of the tentative map. Pursuant to Section D.2.040.K.3 of the Comprehensive Zoning Update of the City of Milpitas, implementation is defined when: **(P)**
  - a. A permit or approval shall not be deemed implemented until the applicant has obtained a grading permit and/or building permit and commenced construction, or where no grading or building permit is required, has commenced the allowed use on the subject site in compliance with the approval; or

- b. Construction shall be diligently pursued towards completion. If after construction commencement, work is discontinued for a minimum period of two years, the permit or approval shall expire and be deemed void; or
- c. If a project is phased, each phase shall be subject to a time limit during which construction must commence. Each subsequent phase shall have the same length of time allowed for the previous phase. The time limit for a subsequent phase shall begin when the previous phase commences construction, unless otherwise specified in the permit of approval.
- d. "Commence construction" shall mean any of the following, whichever occurs soonest:
  - i. Completes a foundation associated with the project;
  - ii. Dedicates any land or easement as required from the approval; or
  - iii. Complies with all legal requirements necessary to commence the use or obtains a Certificate of Occupancy permit.

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

- 6. Notice. Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the applicant may file a protest has begun under California Government Code Section 66020(d)(1). **(P)**
- 7. Cost and Approval. Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. Permittee shall pay all required fees and charges to City at the rate in effect at time of building permit issuance, or, the rate in effect when the fees and charges are due and paid in full to City. There is no vesting of any fees or charges with the adoption of this Resolution. **(P)**
- 8. Conditions. Each and every condition set forth in this Exhibit shall apply to the project and continue to apply to the project so long as the Permittee is operating the project under the permits and approvals in this Resolution. **(P)**
- 9. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. **(CA/P)**
- 10. Previous Approvals. Permittee shall abide and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit. **(P)**
- 11. Indemnification. To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the project, including but not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use, or related activity under this Permit. This indemnification shall include, but not be limited to,

damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. **(CA)**

12. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section D.18.070 of the Milpitas Zoning Code. **(P)**
13. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable.
14. Conformance. Permittee shall develop the approved Project in conformance with the plans approved by the Planning Commission, and in accordance with these Conditions of Approval. Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, Permittee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**
15. Response to Conditions of Approval. Permittee shall provide a written response to comments upon submittal for building permit application. The responses should clearly indicate how each condition of approval has been addressed in the plans and shall note the appropriate plan sheet. **(P)**
16. Prior to the issuance of a building permit, the owner or designee shall include within the four first pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the project. **(P)**
17. Streets shall be designed to generally follow the contours and land form in order to minimize cut and fill. Exposed walls and facing roadways and retaining walls shall be no greater than six feet in height. Crib walls fencing roadways shall be no greater than 15 feet in height. **(P)**
18. Landscaping coverage and stabilization of graded slopes shall be selected and designed to be compatible with surrounding natural vegetation or to replace removed natural vegetation and should recognize climatic, soil, and ecologic characteristic of the region. Plan materials that require excessive water after becoming established should be avoided. **(P)**
19. Trees which have a six inch or greater diameter trunk size at a point three feet above grade may not be removed without obtaining prior approval from the City. The location of all such trees shall be shown on all plans submitted for approval. The Planning Commission, upon review of an "S" Zone application approval, shall have the power to authorize removal, relocation or replacement if the Permittee can show that such requirement is unreasonable as applied to the particular property. If the removal is permitted, the replacement of any trees removed pursuant to this section shall be at a five to one (5:1) ratio. **(P)**
20. The proposed home is located east of the Crestline and is subject to a maximum height of 1.5 stories or 26 feet. **(P)**

21. Within six months, or such other period established by the Planning Commission, after the commencement of grading activities, all graded areas not covered by an impervious surface shall be stabilized in such manner as shall be approved by the Community Development Manager. **(P)**
22. Where two cut-or-fill slopes intersect, the intersection shall be horizontally rounded and blended. **(P)**
23. Where any cut-or-fill slopes intersect the natural grade, the intersection of each slope shall be vertically and/or horizontally rounded and blended. **(P)**
24. Fees: Upon reviewing Exhibit B from the Subdivision Improvement Agreement, it appears that a number of fees were deferred to be paid before building permit issuance. Those fees are listed here:
  - a. Prior to the final (occupancy) of each building, a cash fee (\$1333.00/per dwelling unit) to cover the development of park and recreation areas shall be collected by the City for the granting of the PUD.
25. Prior to Building Permit Issuance, the applicant must demonstrate proof in accordance with “Special Conditions – P.U.D. No. 68 and Vesting Tentative Map “Countryside Estates,” that the development at “ADDRESS OF DEVELOPMENT” will be serviced by a fire hydrant that meets the minimum water demand of 1,500 hydrant fire flow to the satisfaction of the Deputy Fire Chief, or his designee. **(P)**

### **Fire Department**

28. The plans approved by the Planning Department process are not building plans and have not been reviewed nor approved for conformance to the California Building Code (CBC), California Fire Code (CFC) and the Milpitas Municipal Code (MMC). Do not consider this set of plans as final building plans approved by the Fire Department. Building plans must be submitted for review and approval before construction is to commence. The following notes are a general list of the applicable code requirements (2022) and are provided to assist with the building permit process. Please note that these are not all inclusive. All applicable Building, Fire and Municipal Code requirements must be met in advance of any building permit approvals or related construction. **(F)**
29. Electronic Documents. The fire code official may require electronic base documents for all construction documents and operational permits. The fire code official shall designate the software base format for the electronic documents. CFC Section 106.1.1, added by MMC Section V-300-2.28
30. Automatic Fire Sprinkler Requirements. An automatic sprinkler system shall be provided throughout the new dwellings (main and guest), inclusive of basements, covered porches, patios, ADUs and garages, etc. Milpitas Municipal Code Sect V-300-2.69, CFC Section 903.2.8
31. Fire Department Access. Sheets A-1.0C shows an acceptable Fire Dept. access. Fire apparatus access roads shall be provided for every building hereafter constructed when any portion of an exterior wall of the first story is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building. Fire apparatus access shall meet the following:
  - a. Fire apparatus access shall extend to within 150 feet of all portions of exterior walls of the building/structure per the California Fire Code Section 503.1. Access along Country Club Drive have to be provided with gate and steps if the grade is too steep.
  - b. The private road shall be designed for fire apparatus access. Fire Access Dimensions, fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096mm). CFC Section 503.2.1 Exception:

Milpitas Municipal Code XI-10-45.11

45.11-1 Privately owned and maintained access from the public road to each single-family dwelling shall be a minimum of fourteen (14) feet in width. Turning radius shall be designed to meet the Fire Department's requirements.

45.11-2 Turnout space shall be provided on driveways over one hundred fifty (150) feet in length with a maximum spacing of one hundred fifty (150) feet if driveway is less than eighteen (18) feet wide.

45.11-3 Turnaround. All dwelling units shall provide an on-site area for vehicles to turn around if served by a driveway over one hundred fifty (150) feet in length to meet Fire Department's requirements.

45.11-4 Vertical Clearance. All privately owned and maintained roads and drives shall assure a minimum fourteen (14) foot vertical clearance.

- c. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather capabilities. Bearing capacity for the driveway and the entry drive court shall be designed to provide a minimum of 60,000 lbs. bearing capacity for the fire apparatus. CFC Section 503.2.3
  - d. When there is a dead-end condition, means for fire apparatus turn-around shall be provided as per the CA Fire Code Section 503.2.5. The Fire Department reserves the right to request site design changes as needed to meet the requirements of the CFC, and/or make the request for additional fire protection measures in conformance with the CFC Section 102.9.
  - e. The grade (maximum 10%) of the fire apparatus access road shall be within the limits established by the fire code official based on the fire department's apparatus. CFC Section 503.2.7.
  - f. Electric gates. Where provided, gates shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200. CA Fire Code Section 503.5  
Electric gates shall also be provided with a Milpitas Fire Department approved "Knox" electronic switch in addition to the keypad. CA Fire Code Section 102.9
32. Access Control Devices: When access control devices including bars, grates, gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department emergency access to the building, are installed, such devices shall be approved by the Fire Code Official. All access control devices shall be provided with an approved means for deactivation or unlocking by the fire department. Access control devices shall also comply with Chapter 10 Egress. CFC Section 504.6, added by MMC Section V-300-2.54
33. Premises identification. New and existing buildings shall have approved address numbers. Address numbers shall be illuminated and located where they are clearly visible from the street. CFC Section 505.
34. Fire Flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method or Appendix B or the City of Milpitas Engineering requirement whichever is greater.
- a. The minimum fire flow shall be 1,000 GPM per 2022 CFC Table B105.1 based on a 5,840.22 square feet. The 1,000 GPM requirement is only applicable if more than the required fire flow from the

minimum city Engineering Division design standards. Revise note and provide report showing the required 1,500 GPM fire flow.

Provide the required minimum 1500 GPM fire flow pursuant to Engineering requirement as the most restrictive than the fire flow in Table B105.1(1). Reference Milpitas Municipal Code VIII-1-11.01 - Design Standards 11.02-1. In Residential areas design shall provide for a fire flow of 1500 gallons per minute plus a simultaneous demand of 2 gallons per minute per residence. Provided Fire Flow dated 5/9/2023: 54 PSI Static, 44 PSI Residual, 1637 GPM (Nearby intersection of Tera Vista Ct. and Country Club

35. Water supply requirements. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 meters) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official. CFC Section 507.5.1

Exception: For Group R-3 and Group U occupancies, equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, the distance requirement shall be not more than 600 feet.

36. Sprinkler system supervision and alarms, and monitoring. It is recommended that due to the location of the home (hillside) the automatic fire sprinkler system for this home be a system that has supervision and alarm, and monitoring system in conformance to the CA Fire Code Section 903.4.

37. R Occupancy – Smoke Alarm. Single- and multiple-station smoke alarms. Listed single- and multiple-station smoke alarms complying with UL 217 shall be installed in accordance with Sections 907.2.11.1 through 907.2.11.7 and NFPA 72. Exception: For Group R occupancies. A fire alarm system with smoke detectors located in accordance with this section may be installed in lieu of smoke alarms. Upon actuation of the detector, only those notification appliances in the dwelling unit or guest room where the detector is actuated shall activate. [Ref.: CFC 907.2.10]

38. Group R Occupancies. Open flame, fire and burning in Group R occupancies shall comply with the requirements of Sections 308.1 through 308.1.7. CFC 308

39. Heating Appliances. Heating appliances shall be listed and shall comply with Sections 605.6.1 and 605.6.2. [California Code of Regulations, Title 19, Division 1, §3.17(a) and (b)] Guards for Heating Appliances. Every heating appliance in any occupancy governed by California Code of Regulations, Title 19, Division 1 regulations which does not have protective features incorporated in its design, shall be provided with guards that will provide protection against ignition of clothing and other combustible material.

- a. Appliances employing open flame radiated heat shall have fixed and substantially constructed metallic guards located not less than 10 inches from the radiating flame and the guard members shall be spaced not more than 2 inches apart.
- b. Cabinet type appliances that are not provided with an inner combustion chamber and an air circulating space between the combustion chamber and the outer shell, shall have fixed and substantially constructed metallic guards located not less than 3 inches from the shell and spaced not more than 2 inches apart.

40. Landscape Sheets: Proposed landscaping may be impacted by the comments above and the requirements for fire access, fire systems and devices (such as apparatus access, hydrants, fire service lines, fire department connections valves, etc.). The Fire Dept. reserves the right to relocate, delete or change the

proposed landscaping when in conflict with fire systems, access and devices. CFC 507.5.4. Clear access to the ADU shall not be obstructed by the landscape.

41. Plan Submittal: Complete plans and specifications for all aspects of fire protection systems shall be submitted to the Fire Department for review and approval prior to system installation. CFC Section 901.2

### **Building Department**

42. Compliance with Building Code of Regulations. The Project shall comply with the requirements of the Building Safety and Housing Department and the California Code of Regulations Title 24 and the Milpitas Municipal Code as adopted by the City. Building permits shall be submitted to and approved by the Building Safety and Housing Department prior to start of construction. All California Code of Regulations Title 24 and Milpitas Municipal Code requirements applicable at the time of building permit application must be met in advance of any building permit approvals or related construction. Changes to the site plan and/or building plan require review and approval by the Building Safety and Housing Department. **(B)**

### **Engineering Department**

#### **PRIOR TO CONSTRUCTION PLAN SUBMITTALS**

*The following conditions shall be met **prior to** any detailed construction plan check submittals (Building or Engineering, except demolition and rough grade plans), unless otherwise approved by the Director of Engineering/City Engineer. City reserves the right to reject any plan check submittal if any of the following conditions are not met. **(E)***

35. Modifications: The Site Development Plan dated December 19, 2025 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.
36. Stormwater Control Plan: Permittee shall submit City approved final Stormwater Control Plan (SWCP) that complies with the latest Municipal Regional Stormwater NPDES Permit, including Low Impact Development (LID) Section C3.c.i.(2)(b) measures for harvesting and reuse, infiltration, or evapo-transpiration, for City's review and approval by the Engineering Department.
37. Submittal Requirements: Permittee to ensure that all plan check submittals are in accordance with City's submittal check list for each permit type, including but not limited to, payment of permit fees and/or fee deposit at the time of the submittal.
38. Project Job Account/Fee Deposit: Permittee shall open a new PJ account as a deposit to cover the costs for Engineering Department's services for review and inspection of the project. The amount shall be determined based on the approved City fee schedule at the time of application submittal.

#### **PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE**

*The following conditions shall be addressed as part of the off-site improvement plan review and shall be met **prior to** encroachment permit issuance, unless otherwise approved by the Director of Engineering/City Engineer. **(E)***

39. Public Improvement Design Standards: All public improvements shall be designed and constructed in accordance with all applicable public improvement design standards, including but not limited to:
- Milpitas Design Guidelines: (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/>);

- b. Standard details and specifications:  
(<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications/>);
- c. Americans with Disabilities Act (ADA) requirements, where applicable.

- 40. Sanitary Sewer Calculations: Permittee shall submit a completed “Sewer Needs Questionnaire” form and sanitary sewer calculations to justify lateral size design, allocation of discharge for each of the lateral, and impact to the existing main. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.
- 41. Storm Drain Design: Permittee shall submit storm drain hydrology and hydraulic calculations based upon a 10-year storm event to justify the size of the storm drain lateral flowing full, without surcharging the main line pipe, and to be reviewed and approved by the Engineering Department.
- 42. Domestic Water and Fire Service Calculations: Permittee shall submit potable water and fire service calculations to confirm adequacy of lateral size, pressure and flow, to be reviewed and approved by the Engineering Department and Fire Department. Hydraulic modeling analysis by the City and paid by the Permittee may be required as needed. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.
- 43. Relocation and Adjustment of Existing Public Utilities: Permittee shall relocate and/or adjust existing public utilities as needed that are in conflict with the proposed improvements.
- 44. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.
- 45. Encroachment Permit: Prior to any work in the public right-of-way and/or public easement, obtain an encroachment permit with insurance requirements for all public improvements including a traffic control plan per the latest California Manual on Uniform Traffic Control Devices (MUTCD) standards to be reviewed and approved by the Engineering Department.

**PRIOR TO BUILDING PERMIT ISSUANCE**

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

- 46. Water Supply and Force Majeure: The City reserves the right to suspend the issuance of building permits in case of an emergency declaration of water supply in the case of a major catastrophic event that restricts City’s assurance to provide water supply.
- 47. Water Efficient Landscapes: Permittee shall comply with Milpitas Municipal Code Title VIII, Chapter 5 Water Efficient Landscapes for landscape design, including but not limited to, providing separate water meters for domestic water service and irrigation service and providing applicable landscape documentation package.
- 48. Development Fees: Permittee shall pay the following development fees. The information listed in items “a” through “g” are based upon current fee rates; however, those fee rates are subject to change. The exact fee amount shall be determined at the time of building permit fee payment:
  - a. Hillside water reimbursement fee: \$8,550
  - b. Treatment Plant Fee: \$880 per dwelling

c. Cost of meter purchases: these were listed in Exhibit B, but the City no longer collects those. Instead we have the customer order the meters through our supplier and pay the supplier directly.

Other Fees

d. Sewer connection fee: \$1,908 single family parcel (separate from Treatment Plant fee)

49. Mailboxes: The Permittee shall coordinate with US Postal Services regarding placement of required mailboxes. Mailbox location shall not be on public street frontages and shall be approved by City and US Postal Services prior to building permit issuance. Mailbox locations shall be shown on the improvement plans and Permittee shall submit a letter to the City’s Land Development Engineering Section from the Postmaster approving the location of the mailbox. Structures to protect mailboxes may require Building, Engineering and Planning Department review.

50. Hazard Assessment Report: For any new back flow device proposed to be installed on an irrigation, domestic or fire service, the Permittee and its qualified cross-connection specialist shall complete and submit a City of Milpitas Hazard Assessment Report (CMP Hazard Assessment Report (Fillable) 2026). An existing Hazard Assessment Report may be submitted if completed in the last six (6) months, or submission of a new assessment if any of the following conditions have occurred: 1) Initial site hazard assessment is older than six (6) months, 2) Account change; 3) New connection; 4) Change in onsite activities or materials that may affect water safety; 5) If there has been cross-connection incident in the last six (6) months or if this work is requirement of the State Water Resource Control Board. The Hazard Assessment Report shall be submitted for review and approval by the City’s Utility Engineering department prior to building permit issuance.

**DURING CONSTRUCTION**

*The following conditions shall be complied with at all times **during** the construction phase of the project, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

51. Dewatering: If dewatering is needed during construction, Permittee shall obtain a Short-Term Industrial Wastewater Permit from the San Jose/Santa Clara Water Pollution Control Plant for discharging the groundwater to a sanitary sewer system.

52. Prohibition of Potable Water Usage: Permittee shall use recycled water for construction purposes, including dust control and compaction. Permittee shall comply with MMC VIII-6-5.00 and 6-6.00 where potable water usage is prohibited, unless otherwise approved by the City Council.

53. Construction Staging and Employee Parking: Permittee shall place all construction related materials, equipment, and arrange construction workers parking on-site and not located in the public right-of-ways or public easements.

54. Water Shut-down Plan: Permittee shall provide a water shut-down plan at least seven days in advance of the shut-down in coordination with the Engineering Inspector and notify affected property owners/tenants when cut-in tee(s) is/are required.

**PRIOR TO FIRST OCCUPANCY**

*The following conditions shall be met **prior to** first building occupancy on either lot, unless otherwise approved the Director of Engineering/City Engineer.*

55. Completion of Public Improvements: Permittee shall complete all public improvements as shown on City approved plans.

- 56. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.
- 57. Record Drawings: Permittee shall submit record drawings in Full size hard copy, AutoCAD, Tiff, and PDF formats for City records. Record drawings shall include all public improvements. Additionally, if the project uses recycled water, the permittee shall also submit record drawings of on-site irrigation facilities.
- 58. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit.

(P) = Planning (B) = Building  
 (E) = Engineering (F) = Fire Prevention (CA) = City Attorney

**NOTICE OF RIGHT TO PROTEST**

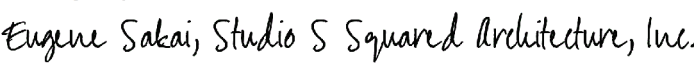
The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

**AGREEMENT**

*Permittee/Property Owner*

The undersigned agrees to each and every condition of approval and acknowledges the NOTICE OF RIGHT TO PROTEST and hereby agrees to use the project property on the terms and conditions set forth in this Permit.

Dated: Apr-11-2026

DocuSigned by:  
  
 Eugene Sakai, Studio S Squared Architecture, Inc.  
16DB775D5C39451...  
 Signature of Permittee

## Certificate Of Completion

Envelope Id: D32AFE2F-F5CB-42BC-8BAC-31FF6D4B9F43  
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 Document Pages: 19  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Liz Medina  
 455 E Calaveras Blvd  
 Milpitas, CA 95035  
 emedina@milpitas.gov  
 IP Address: 170.85.155.16

## Record Tracking

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 April 9, 2026 | 10:20  
 Security Appliance Status: Connected

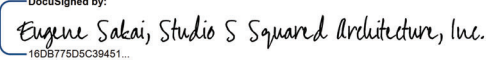
Holder: Liz Medina  
 emedina@milpitas.gov  
 Pool: StateLocal

Location: DocuSign

## Signer Events

Eugene Sakai, Studio S Squared Architecture, Inc.  
 esakai@studios2arch.com  
 CEO  
 Studio S Squared Architecture, Inc.  
 Security Level: Email, Account Authentication (None)

## Signature

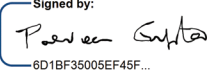
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 Eugene Sakai, Studio S Squared Architecture, Inc.  
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## Timestamp

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 Viewed: April 11, 2026 | 08:48  
 Signed: April 11, 2026 | 08:48

**Electronic Record and Signature Disclosure:**  
 Accepted: April 11, 2026 | 08:48  
 ID: 84fd8106-0afb-4f58-98bc-edabada6aa52

Chair Parveen Gupta  
 pg@cs-edit.com  
 Security Level: Email, Account Authentication (None)

Signed by:  
  
 Parveen Gupta  
 6D1BF35005EF45F...  
 Signature Adoption: Drawn on Device  
 Using IP Address: 147.185.47.130

Sent: April 11, 2026 | 08:48  
 Viewed: April 13, 2026 | 11:02  
 Signed: April 13, 2026 | 11:03

**Electronic Record and Signature Disclosure:**  
 Accepted: April 13, 2026 | 11:02  
 ID: 7de5f09e-5cf8-4ebd-8f0a-90b68a4ec282

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

Randy Baez  
 rbaez@milpitas.gov  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: April 13, 2026 | 11:03

**Electronic Record and Signature Disclosure:**  
 Accepted: February 27, 2026 | 14:14  
 ID: f7332595-2ce6-462e-bcb1-ecfd07ec6752

Carbon Copy Events	Status	Timestamp
Eugene Sakai, Studio S Squared Architecture, Inc. esakai@studios2arch.com CEO Studio S Squared Architecture, Inc. Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: April 13, 2026   11:03
<b>Electronic Record and Signature Disclosure:</b> Accepted: April 11, 2026   08:48 ID: 84fd8106-0afb-4f58-98bc-edabada6aa52		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	April 13, 2026   11:02
Signing Complete	Security Checked	April 13, 2026   11:03
Completed	Security Checked	April 13, 2026   11:03

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Milpitas (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Milpitas:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [helpdesk@milpitas.gov](mailto:helpdesk@milpitas.gov)

### **To advise City of Milpitas of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [helpdesk@milpitas.gov](mailto:helpdesk@milpitas.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Milpitas**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [helpdesk@milpitas.gov](mailto:helpdesk@milpitas.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Milpitas**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [helpdesk@milpitas.gov](mailto:helpdesk@milpitas.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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

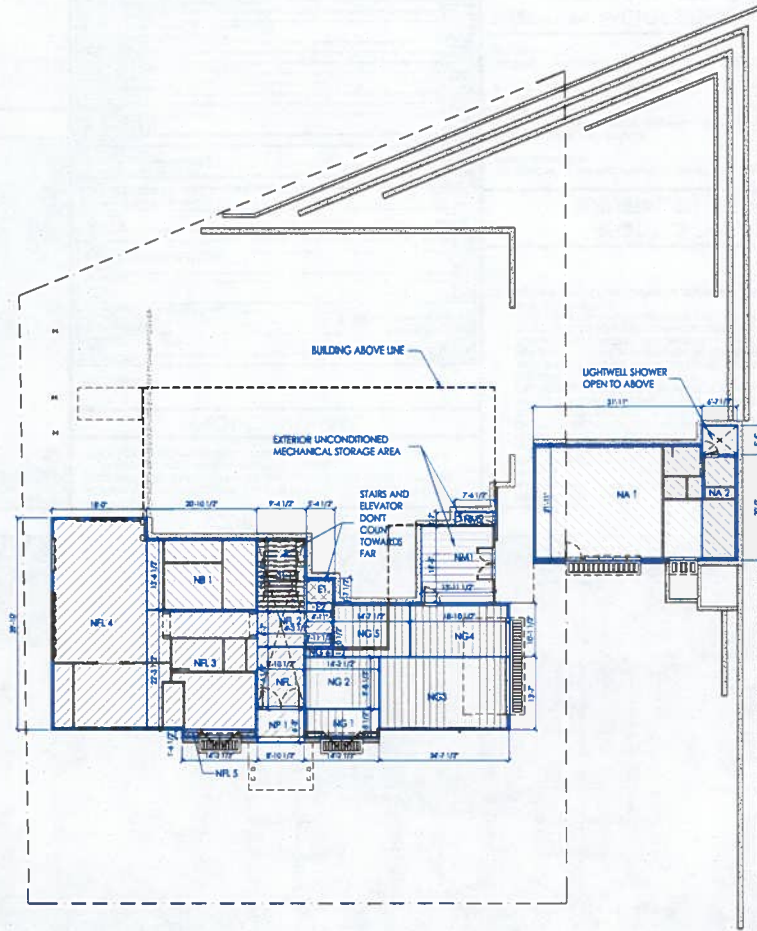
### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Milpitas as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Milpitas during the course of your relationship with City of Milpitas.





NO.	DESCRIPTION	AREA	TYPE	STATUS
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2	Living Area	18.2	NFL	NEW
3	Living Area	18.2	NFL	NEW
4	Living Area	18.2	NFL	NEW
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91	Garage	18.2	NG	NEW
92	Garage	18.2	NG	NEW
93	Garage	18.2	NG	NEW
94	Garage	18.2	NG	NEW
95	Garage	18.2	NG	NEW
96	Garage	18.2	NG	NEW
97	Garage	18.2	NG	NEW
98	Garage	18.2	NG	NEW
99	Garage	18.2	NG	NEW
100	Garage	18.2	NG	NEW

- NFL# = NEW LIVING AREA
- NL# = NEW BASEMENT AREA
- NG# = NEW GARAGE AREA
- NM# = NEW EXTERIOR UNCONDITIONED MECHANICAL STORAGE AREA
- NA# = NEW ADU AREA
- NP# = NEW PATIO/PORCH AREA (NOT COUNTED TOWARDS FAR, COUNTS TOWARD LOT COVERAGE)
- ST# = STAIRWAY/ELEVATOR (DOES NOT COUNT AS FAR)

1ST FLOOR AREA CALCS 332' 1 FLOOR AREA LEGEND - -

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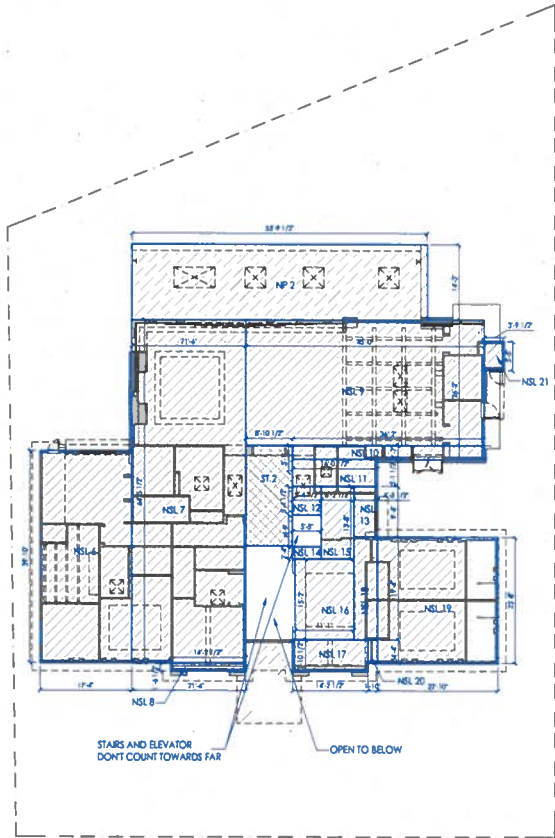
Johnson Residence  
 NEW SINGLE-FAMILY HOUSE  
 Milpitas, 1321 Terra Vista Court  
 SYDNEY JOHNSON AND JASON BINZ










PRODUCT NO.	DATE	DESCRIPTION	BY	CHECKED
24-017	2024/07/07	PLANNING DIVISION SUBMITTAL	SC / JON	SC / JON
	2024/11/20	PLANNING DIVISION RESUBMITTAL	SC / JON	SC / JON

1ST FLOOR AREA CALCULATION





NO.	DESCRIPTION	AREA	DATE
1	...	...	...
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45	...	...	...
46	...	...	...
47	...	...	...
48	...	...	...
49	...	...	...
50	...	...	...

-  NL# = NEW LIVING AREA
-  NL# = NEW BASEMENT AREA
-  NG# = NEW GARAGE AREA
-  NM# = NEW EXTERIOR UNCONDITIONED MECHANICAL STORAGE AREA
-  NA# = NEW ADU AREA
-  NP# = NEW PATIO/PORCH AREA (NOT COUNTED TOWARDS FAR, COUNTS TOWARD LOT COVERAGE)
-  ST# = STAIRWAY/ELEVATOR (DOES NOT COUNT AS FAR)

2 4 8 12 16  
feet

2ND FLOOR AREA CALCS 3/22 1

FLOOR AREA LEGEND

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PROJECT NO.	DATE	DESCRIPTION
24-019	2023.07.27	PLANNING REVISION SUBMITTAL
	2023.11.28	PLANNING REVISION SUBMITTAL

2ND FLOOR AREA CALCULATION



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**JOHNSON RESIDENCE**  
 NEW SINGLE FAMILY RESIDENCE  
 1321 TERRA VISTA CT, MILPITAS, CA  
 Don and Kendra Johnson



PROJECT NO.	DATE	DESCRIPTION	APPROVED BY
		PROPOSED SINGLE-FAMILY RESIDENCE	

MAP WITH  
 VIEWPOINTS  
 LOCATION



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**Johnson Residence**  
NEW SINGLE FAMILY HOUSE  
Miglitas, 1321 Terra Vista Court  
Dan and Kendra Johnson



PROJECT NO.	
REVISION	
DATE	
DESIGNED BY	MANUELO DE VOSQUIN
CHECKED BY	
DATE	
SCALE	
PROJECT NO.	
REVISION	
DATE	
DESIGNED BY	
CHECKED BY	
DATE	
SCALE	

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VIEW STUDIES



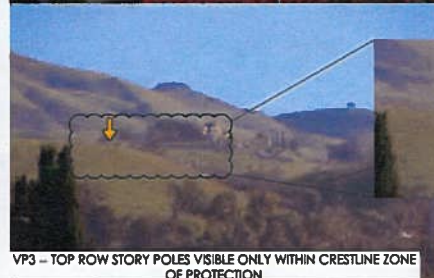
CRESTRLINE VIEWPOINTS



STORY POLES INSTALLED AT SETBACK LINES AND CONTINUED INTO CRESTRLINE ZONE OF PROTECTION.



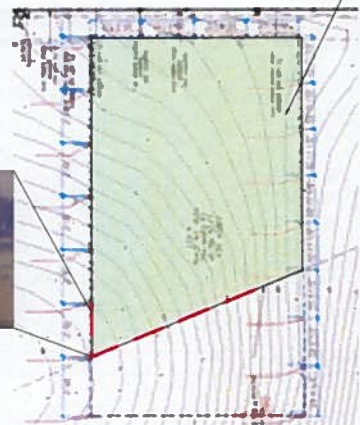
VP4 - SITE NOT VISIBLE



VP3 - TOP ROW STORY POLES VISIBLE ONLY WITHIN CRESTRLINE ZONE OF PROTECTION

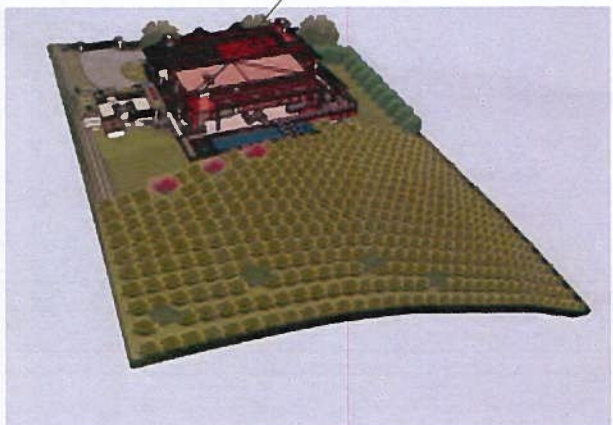


VP2 - SITE NOT VISIBLE



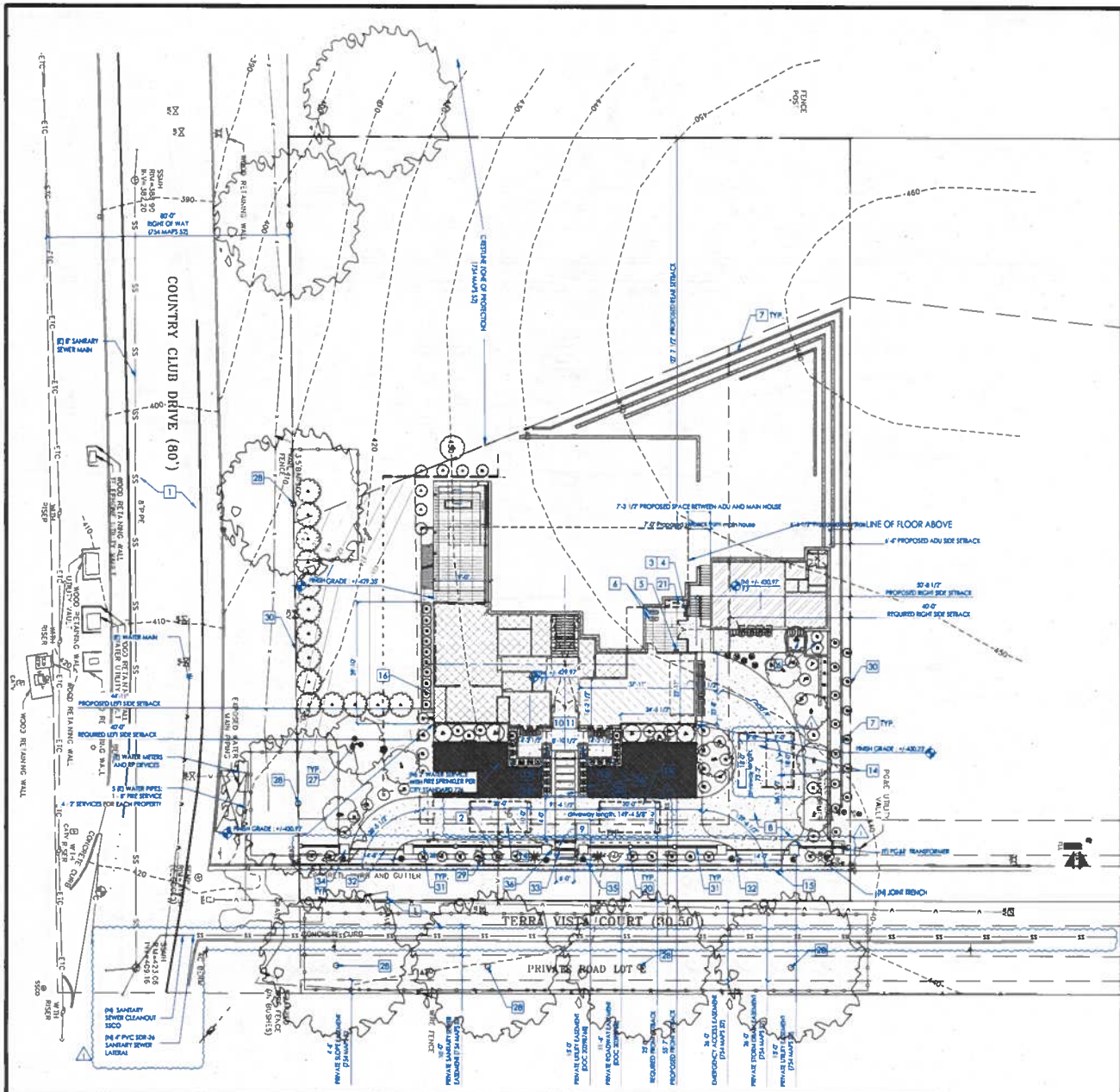
GREEN PLANE REPRESENTS AREA OF THE STORY POLES OUTSIDE OF CRESTRLINE RIDGE ZONE

STORY POLES INSTALLED AT SETBACK LINES AND ALONG CRESTRLINE ZONE OF PROTECTION TO DETERMINE MAX EXTENTS OF CONSTRUCTION PROPOSED DEVELOPMENT'S SETBACK CONSIDERABLY FROM WHERE THE STORY POLES WERE INSTALLED. ONLY PORTION OF STORY POLES VISIBLE REPRESENTED BY RED DASHED LINE-HOUSE SETBACK CONSIDERABLY FROM THIS LINE IN ORDER TO NOT BE VISIBLE



MINOR PROTRUSION WILL BEYOND CRESTRLINE RIDGE AND NOT VISIBLE FROM VALLEY FLOOR

SUMMARY: WE SET UP STORY POLES ALONG THE SITE SETBACKS (AND INTO THE CRESTRLINE) TO GET AN IDEA FOR THE VISIBILITY AT DIFFERENT ELEVATION POINTS FROM THE 3 CLOSEST VIEWPOINTS. THE SITE WAS COMPLETELY HIDDEN FROM 2 OF THE VIEWPOINTS (VP2 AND VP4). THE TOPMOST ROW OF FLAG ROPE WAS ONLY VISIBLE FROM VP3 WITHIN THE CRESTRLINE ZONE. ONLY A SMALL CORNER OF THE FLAGS WERE VISIBLE FROM THIS VIEWPOINT AND THESE FLAGS WERE ALONG THE SETBACK LINES AND CRESTRLINE. THIS DETERMINED THE LIMITS OF VISIBILITY AND WE SET THE HOUSE BACK CONSIDERABLE FROM THESE SETBACKS AND CRESTRLINE. AS A RESULT WE CREATED A 3D PLANE TO REPRESENT THIS TOP ROW OF STORYPOLES IN THE 3D MODEL. SINCE THERE IS ONLY A SLIVER OF THE ROOFING ABOVE THE PLANE AND SETBACK CONSIDERABLY FROM BOTH THE SETBACKS AND CRESTRLINE, IT WILL NOT BE VISIBLE FROM ANY OF THE PROTRUSIONS.



- = NUMBER TO KEY NOTE BELOW
- EXISTING PUBLIC RIGHT OF WAY—ANY CONSTRUCTION WITHIN THE CITY RIGHT-OF-WAY MUST HAVE AN APPROVED PERMIT FOR CONSTRUCTION IN THE PUBLIC STREET PRIOR TO THE COMMENCEMENT OF THIS WORK. THE PERFORMANCE OF THIS WORK IS NOT AUTHORIZED BY THE BUILDING PERMIT ISSUANCE BUT SHOWN ON THE BUILDING PERMIT FOR INFORMATION ONLY.
  - (N) WATER METER—CONTRACTOR TO COORDINATE (N) METER WITH LOCAL WATER COMPANY IF REQUIRED BY INCREASED FUTURE LOAD.
  - (N) ELECTRICAL METER LOCATION—CONTRACTOR TO COORDINATE WITH LOCAL ELECTRICAL COMPANY FOR UPGRADE (400 AMPS) TO (E) ELECTRICAL SERVICE.
  - UPPER GROUND CONNECTION PER CEC 250-52.
  - (N) GAS METER LOCATION—INSTALL TWO 2" DIAMETER X 30" TALL STEEL PIPE BOLLARDS EMBEDDED IN 2 FT DEEP CONCRETE FOOTINGS IF GAS METER IS WITHIN 3 FEET OF DRIVEWAY.
  - (N) HEATPUMP UNIT PAD(S)—PROVIDE ELECTRICAL TO THIS LOCATION AS REQUIRED, VERIFY SEE AND QUANTITY WITH HVAC CONTRACTOR, HEATPUMP UNITS TO COMPLY WITH JURISDICTION'S MOSE ORDINANCE.
  - NOT USED.
  - (N) DRIVEWAY, PERMEABLE PAVING.
  - (N) WALKWAY - PERMEABLE CONCRETE.
  - (N) HARDSCAPE—SLOPE AWAY FROM HOUSE @ 2% MIN. SEE CIVIL AND LANDSCAPE PLANS FOR MORE INFO.
  - (N) 3/4" MIN. DEEP LEVEL LANDING PER CRC 311.3 W STEPS (MAX. 7.75" RISER)—PROVIDE EQUAL RISERS IF MORE THAN 1 STEP.
  - (N) RETAINING WALLS—SEE CIVIL PLANS FOR MORE INFO.
  - (N) PORCH COLUMNS.
  - (N) UNCOVERED PARKING SPACE.
  - (N) CURB CUT PER LOCAL JURISDICTION'S STANDARD DETAIL—SEE CIVIL PLANS.
  - (N) PLANTER.
  - (N) SOFTSCAPE—PROVIDE DRIP IRRIGATION—SEE LANDSCAPE PLAN FOR MORE INFO.
  - NOT USED.
  - (N) FIRE PIP. 1/2" PVC 1.5" DIA. BURNER.
  - (N) KITCHEN SINK WHEN YET BUILT-IN GRILL 1/2" DIA. 3/4" LITOX PROFESSIONAL.
  - (N) TRASH COLLECTION AREA.
  - NOT USED.
  - (N) PARKING STRIPS - PERMEABLE CONCRETE.
  - (N) TREES—SEE LANDSCAPE PLAN FOR MORE INFO.
  - (N) WOOD DECK.
  - (N) VEGETABLE/HERB RAISED BEDS—SEE LANDSCAPE PLAN FOR MORE INFO.
  - (N) OUTDOOR PREPLACE - FLEX 4808 DOUBLE SIDED BIO-FUEL FIREPLACE.
  - (E) TREES PREVIOUSLY APPROVED AS PART OF DEVELOPMENT TO REMAIN, TREES NOT YET PLANTED ON SITE.
  - (E) FIRE HYDRANT.
  - (N) 54" HIGH, OPENWORK TYPE, WOOD FENCE - PAINTED DARK BROWN TO MATCH METAL FENCE - SEE DETAIL 18/A3.2.
  - (N) 42" HIGH IRON FENCE ALONG FRONT PROPERTY LINE - SEE DETAIL 1A/A3.2.
  - (N) 42" HIGH IRON VEHICULAR GATE - APPROPRIATE KNOX PRODUCT WILL BE PROVIDED AND INSTALLED.
  - (N) 42" HIGH METAL PEDESTRIAN GATE.
  - (N) 42" HIGH FENCE MASONRY COLUMN.
  - (N) BUILT-IN MAILBOX.
  - (N) POOL WITH INFINITY EDGE.



**SITE PLAN KEYNOTES**

- PROPERTY LINE—SEE TOPO SURVEY FOR MORE INFO
- REQUIRED YARD SETBACK/EASEMENT
- TREE PROTECTION FENCING

**LEGEND**

- NEW BUILDING AREA
- NEW UNCONDITIONED MECHANICAL STORAGE AREA
- NEW BUILDING AREA - ADU
- NEW PATIO AREA - TILE OVER DYNAMAX PAVERS
- NEW GARAGE AREA
- NEW HARDSCAPE
- NEW HARDSCAPE - PERMEABLE PAVER

**NOTES:**

- (E) WATER SUPPLY TO BE REPLACED FROM METER IN.
- (E) SEWER LATERAL TO BE REPLACED FROM PROPERTY LINE IN.

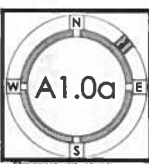
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 SYDNEY JOHNSON AND JASON BINZ



PROJECT NO.	24019
DATE	03/07/20
REVISION	03/07/20
DESCRIPTION	PLANNING REVIEW SUBMITTAL
DATE	03/11/20
DESCRIPTION	PLANNING REVIEW SUBMITTAL

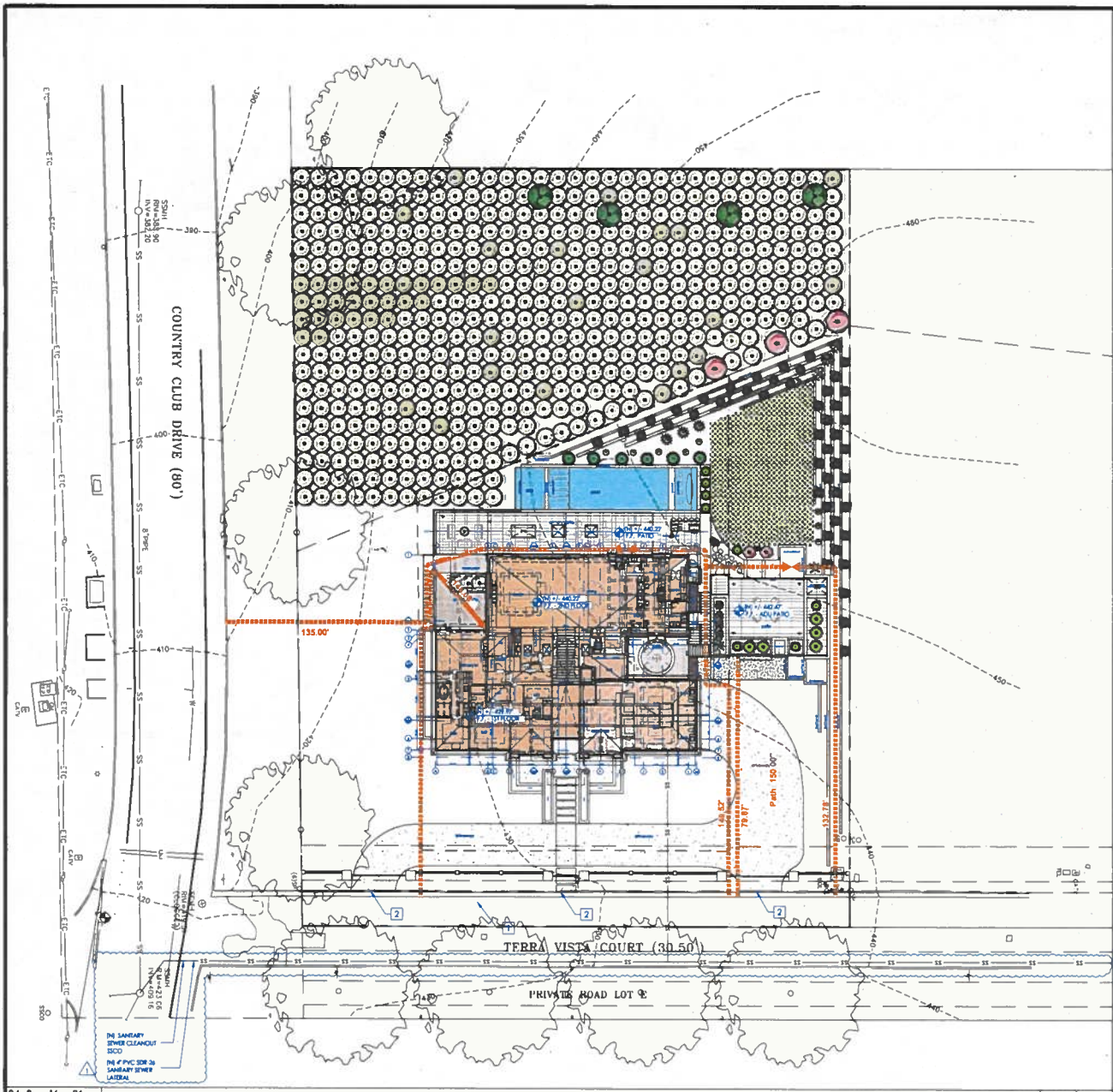
SITE PLAN



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- = NUMBER TO KEY NOTE BELOW
- (E) FIRE HYDRANT
  - (N) 42" HIGH METAL VEHICULAR GATE -- APPROPRIATE KNOX PRODUCT WILL BE PROVIDED AND INSTALLED.

24 0 16 24  
Spot

FIRE DEPARTMENT ACCESS SITE PLAN 1/16" 1

FIRE DEPARTMENT ACCESS SITE PLAN LEGEND

- PROPERTY LINE--SEE TOPO SURVEY FOR MORE INFO
- ROUTE OF FIRE HOSE
- [Hatched Box] NEW BUILDING AREA
- [Dotted Box] NEW BUILDING AREA - ADU
- [Solid Box] NEW HARDSCAPE
- ⊙ SPOT ELEVATION, SEE CIVIL DRAWINGS FOR MORE INFO

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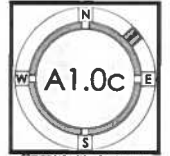
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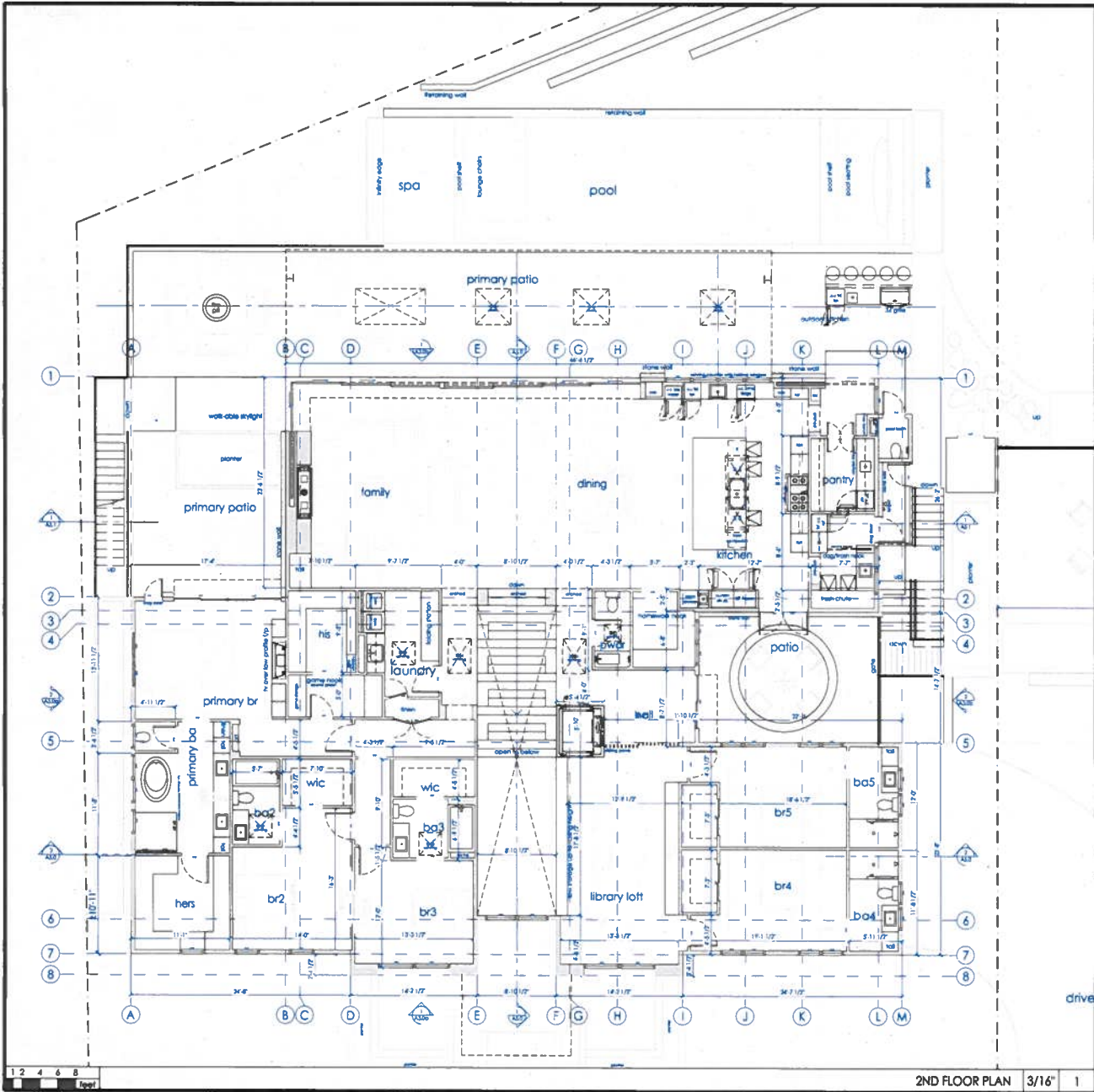
PROJECT NO.	24019	DRAWN BY	
REVISION		DATE	
DESCRIPTION	PLANNING REVIEW SUBMITTAL	DATE	
	PLANNING REVIEW SUBMITTAL	DATE	

FIRE DEPARTMENT ACCESS SITE PLAN



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**2ND FLOOR PLAN** 3/16" 1

**FLOOR PLAN LEGEND**

PROJECT NO.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
244019	2023.07.09	PLANNING REVIEW SUBMITTAL		

**FLOOR PLAN KEYNOTES**

(N) WALL: EXTERIOR: 2x6 STUDS @ 16" O.C.; INTERIOR 2x4 STUDS @ 16" O.C.—SEE ELEVATIONS AND STRUCTURAL DRAWINGS FOR EXTERIOR WALL MATERIAL ASSEMBLIES. OVER EXTERIOR WALLS SHEATHING PER CRC 703.2—INSTALL PER MANUF. INSTRUCTIONS. PROVIDE 5/8" TYPE "X" GYPSUM BOARD EACH SIDE @ INTERIOR PARTITIONS. PROVIDE CEANIT BOARD OR TILE BACKER BOARD AT SHOWER/TUB LOCATIONS. ALL WALLS TO RECEIVE (N) PAINT FINISH. ALL CEILINGS AT TUB/SHOWERS TO BE M.R. BOARD

(N) CONCRETE RETAINING WALL—SEE CIVIL PLANS FOR MORE INFO

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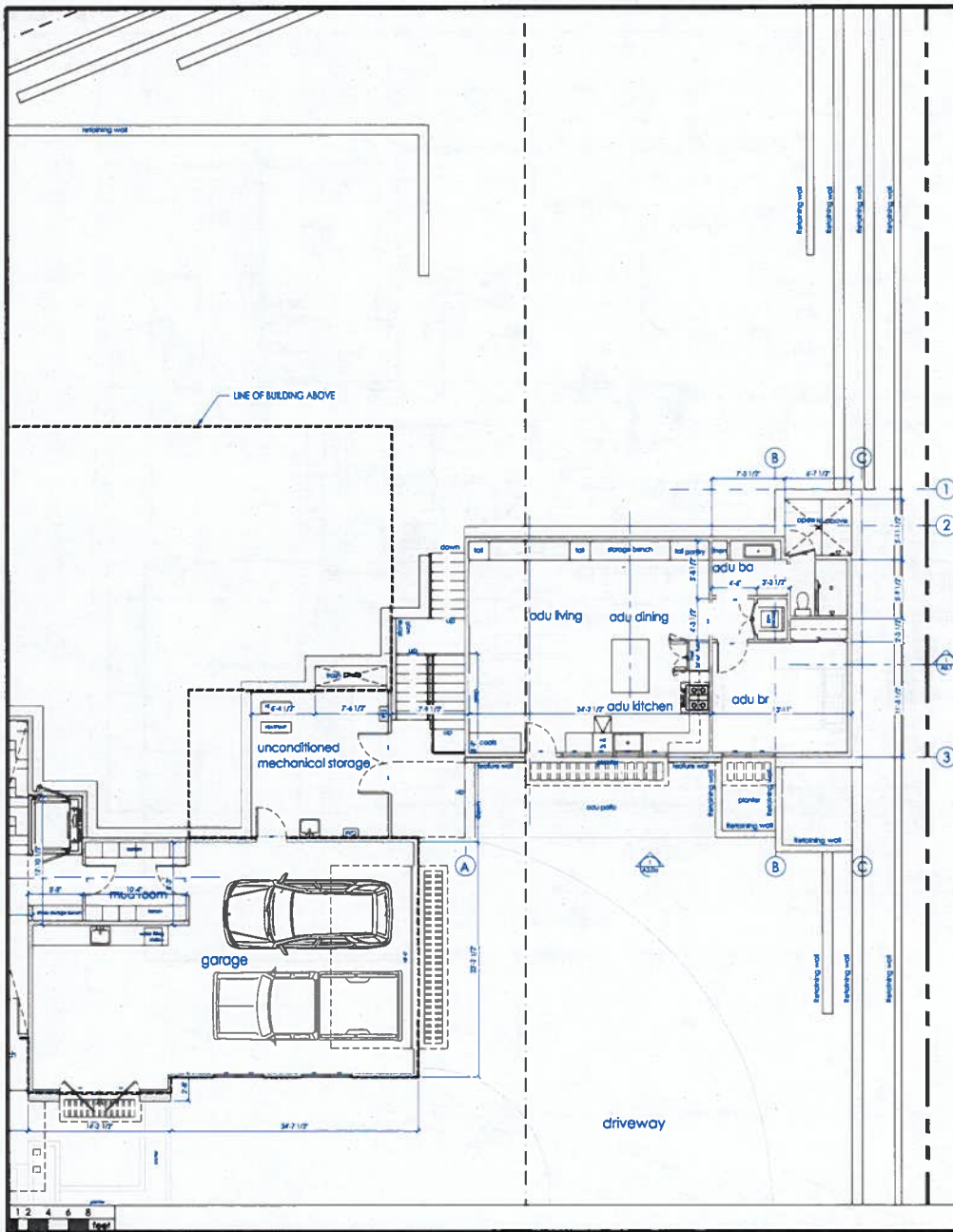
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PROJECT NO.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
244019	2023.07.09	PLANNING REVIEW SUBMITTAL		





ADU FLOOR PLAN 3/16' 1

FLOOR PLAN KEYNOTES

- (N) WALL: EXTERIOR: 2x4 STUDS @ 16" O.C.; INTERIOR 2x4 STUDS @ 16" O.C.—SEE ELEVATIONS AND STRUCTURAL DRAWINGS FOR EXTERIOR WALL MATERIAL ASSEMBLIES. OVER EXTERIOR WALLS SHEATHING PER CRC 703.2—INSTALL PER MANUF. INSTRUCTIONS. PROVIDE 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE @ INTERIOR PARTITIONS. PROVIDE CEMENT BOARD OR TILE BACKER BOARD AT SHOWER/TUB LOCATIONS. ALL WALLS TO RECEIVE (N) PAINT FINISH. ALL CEILINGS AT TUB/SHOWERS TO BE M.R. BOARD
- (N) CONCRETE RETAINING WALL—SEE CIVIL PLANS FOR MORE INFO

FLOOR PLAN LEGEND

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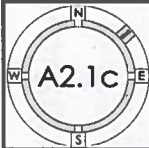
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PROJECT NO.	DATE	DESCRIPTION	SCALE	BY	CHK
24-010	2024.07.07	PLANNING REVIEW SUBMITTAL	1/2" = 1'-0"		

ADU

FLOOR PLAN





ELEVATION (FRONT) 1/8" 1

KEYNOTES

- 1 STANDING SEAM METAL ROOFING--SEE ROOF PLAN FOR MORE INFO
- 2 FASO OVERHANG--SEE ROOF PLAN FOR MORE INFO
- 3 UNUSED
- 4 PAINTED STEEL TROWELED IGFBON RESISTANT CBMENT PLASTER SYSTEM (SMOOTH FINISH) - 7/8" PLASTER OF METAL LATH OR 2 LAYERS GRADE 10 OR BETTER BUILDING PAPER, 3 COAT SYSTEM WITH 24 GR. WEP SCREED AT WALL BASE AT LEAST 4" ABOVE GRADE OR 2" ABOVE HANDBRACKS--SEE DETAILS (DO NOT USE DOUBLE ROLL) INSTALLATION FOR BUILDING PAPER--MAANF BENJAMIN MOORE COLOR: WINDS BREATHER (B) ACCENT PAINT COLOR: IRON MOUNTAIN 2134-20 www.cfmvirolog.com--SEE ROOF PLAN FOR LOCATION--INTENT OF CHIMNEY IS TO SCREEN MULTIPLE FLUING/WHAC ROOF PENETRATIONS FROM VIEW
- 5 ADHESIVE LIGHTWEIGHT STONE VENEER (1 1/8 LB/SQY)--MANUF.: APACHE STONE; STYLE: BUFF -- REAL STONE COLOR: TUSCANO ASHLAR 447" INSTALLATION STYLE: RUSTACE; WAINSCOT SILL OVER STEEL T-ANGLE; NATURAL QUARRIES SILL COLOR: GRAY--NATURAL QUARRIES URL: HTTP://WWW.APACHESTONE.COM--USE POLYMER-MODIFIED SETTING MORTAR--INSTALL PER MAANF INSTRUCTIONS, ICC-ES EVALUATION REPORT ESR-1215, AND JMFAA INSTALLATION GUIDE FOR COMPLIANCE WITH ASTM C 788. CONTACT TREBA WAGNER AT ROMA STONE GROUP (415) 418-9730. Email: Venues@romastone.com FOR FIELD REVIEW OF LATH INSTALLATION PRIOR TO INSTALLING SCRATCH COAT. SEAL VENEER WITH SILANE OR SILOXANE BASED MASONRY TREATMENT SUCH AS CRAFTWELD PER MAANF INSTRUCTIONS.
- 6 ADHESIVE LIGHTWEIGHT STONE VENEER (1 1/8 LB/SQY)--MANUF.: APACHE STONE; STYLE: BUFF -- REAL STONE COLOR: TUSCANO ASHLAR 447" INSTALLATION STYLE: RUSTACE; WAINSCOT SILL OVER STEEL T-ANGLE; NATURAL QUARRIES SILL COLOR: GRAY--NATURAL QUARRIES URL: HTTP://WWW.APACHESTONE.COM--USE POLYMER-MODIFIED SETTING MORTAR--INSTALL PER MAANF INSTRUCTIONS, ICC-ES EVALUATION REPORT ESR-1215, AND JMFAA INSTALLATION GUIDE FOR COMPLIANCE WITH ASTM C 788. CONTACT TREBA WAGNER AT ROMA STONE GROUP (415) 418-9730. Email: Venues@romastone.com FOR FIELD REVIEW OF LATH INSTALLATION PRIOR TO INSTALLING SCRATCH COAT. SEAL VENEER WITH SILANE OR SILOXANE BASED MASONRY TREATMENT SUCH AS CRAFTWELD PER MAANF INSTRUCTIONS.
- 7 RETAINING WALL--SEE CIVIL PLANS FOR MORE INFO.
- 8 PAINT GRADE REDWOOD TRELLIS--SEE ROOF PLAN FOR MORE INFO
- 9 UNUSED
- 10 WINDOW/DOOR OPENING WITH SIMULATED DIVIDED LITE; GRIDS ON THE INTERIOR AND EXTERIOR OF THE GLASS AND A SPACER BAR BETWEEN THE PANE OF GLASS--SEE WINDOW AND DOOR SCHEDULES FOR MORE INFO--DOORS AND WINDOWS TO HAVE 2" PAINT GRADE WOOD/STAIN GRADE WOOD/PAINTED FIBER (CDA/MT/PVC) TRIM TYPICAL, U.N.O.
- 11 FIELD PAINTED STEEL COLUMN--S.S.D. FOR MORE INFO
- 12 EXTERIOR LIGHT INSTALL PER MAANF INSTRUCTIONS--MANUF.: VISUAL COMFORT; STYLE: WELLSWORTH LARGE WALL LANTERN; DARK SBY BATED; COLOR: ANTIQUE BRONZE URL: HTTP://WWW.VISUALCOMFORT.COM
- 13 STUCCO LOW WALL
- 14 OUTDOOR KITCHEN--OWNER TO PROVIDE SPEC
- 15 DECORATIVE IRON RAIL
- 16 GLASS GUARD RAIL
- 17 VERTICAL TRIM 6" HIGH
- 18 PLUMBER
- 19 ROOF TERRACE PLANTERS
- 20 POOL
- 21 LOW STONE WALL
- 22 STAIN GRADE 12" HAUX WOOD BEAM HEADER OVER WINDOWS/DOORS
- 23 UNUSED
- 24 WOOD SIDING--VERIFY SPEC WITH OWNERS

1 2 3 4 6  
feet



ELEVATION (LEFT) 1/8" 2

- NOTES:
1. SEE S3A1.16 FOR PLUMBING GENERAL NOTES
  2. SEE S3A1.16 FOR MECHANICAL GENERAL NOTES
  3. SEE S3A1.16 FOR ELECTRICAL GENERAL NOTES
  4. SEE S3A1.16 FOR PLAN AND INTERIOR GENERAL NOTES
  5. EXTERIOR HARDSCAPE AND EXTERIOR STAIRS NOT SHOWN FOR CLARITY--SEE A03.0 FOR 3D MOOD VIEWS

KEYNOTES		-	-
ELEVATION GRID LINE KEY			
A	MAIN HOUSE 1ST FLOOR TOP OF STRUCTURE	= +1.429.37	
B	GRADE FOR DETERMINING HEIGHT	= +1.101.37	
C	DETACHED ADU TOP OF STRUCTURE	= +1.420.37	
D	MAIN HOUSE 1ST FLOOR CEILING HEIGHT (B.U.A.O.)	= +1.438.37	
E	MAIN HOUSE 2ND FLOOR TOP OF STRUCTURE (B.U.A.O.)	= +1.448.22	
F	DETACHED ADU CEILING HEIGHT	= +1.440.37	
G	DETACHED ADU PROPOSED BUILDING HEIGHT	= +1.444.16; 16'-17"	
H	MAIN HOUSE 2ND FLOOR CEILING HEIGHT (B.U.A.O.)	= +1.448.22	
I	MAIN HOUSE PROPOSED BUILDING HEIGHT	= +1.456.87; 26'-7"	
J	MAIN HOUSE MAX BUILDING HEIGHT ALLOWED	= +1.452.12; 27'-0"	
KEYNOTES			
-	-	-	-

1 2 3 4 6  
feet

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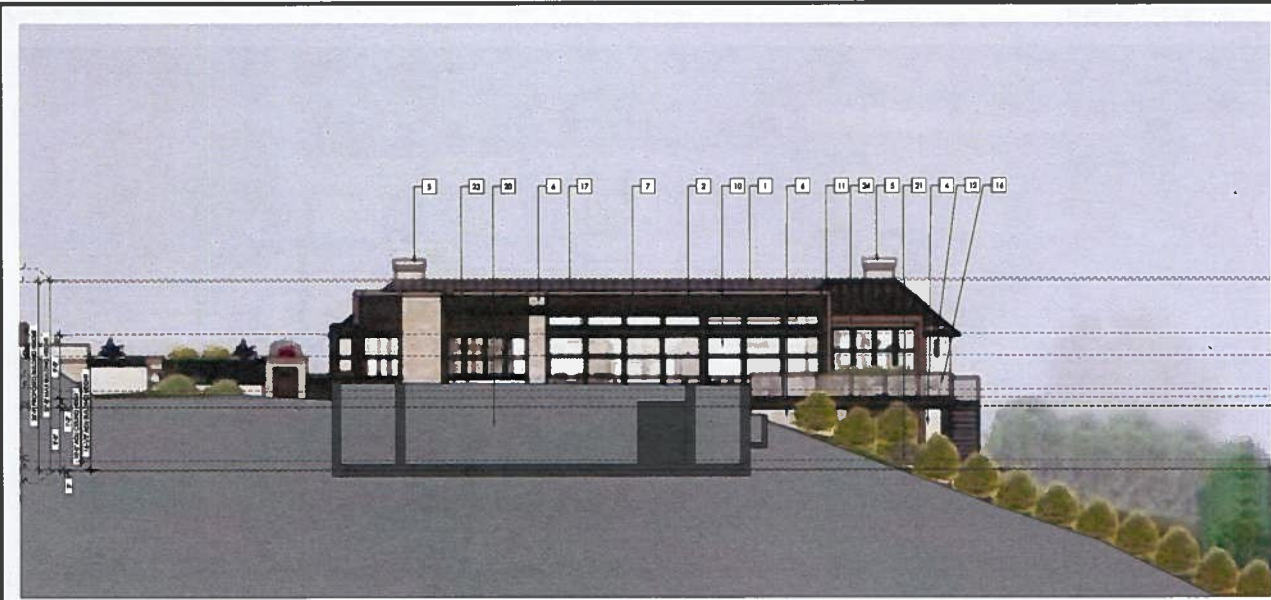
NO.	REVISION	DATE	BY	CHK
1	PLUMBING REVISION SUBMITTAL	2023/02/28		
2	PLUMBING REVISION SUBMITTAL	2023/02/28		

EXTERIOR ELEVATIONS



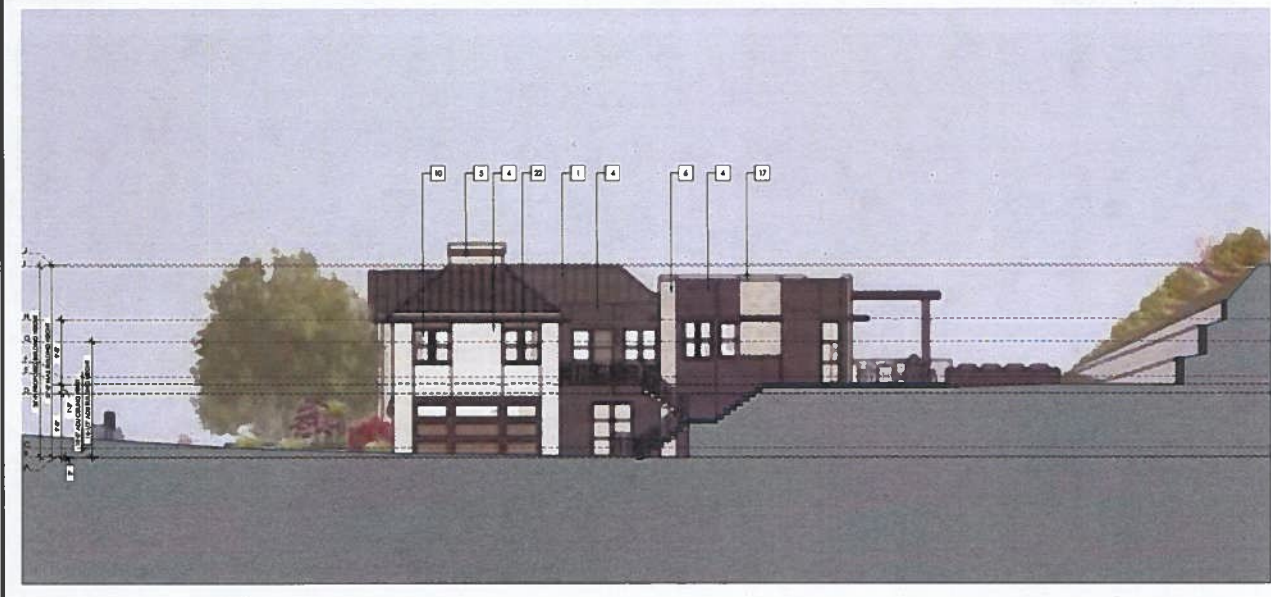
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- ELEVATION GRID LINE KEY
- A GRADE FOR DETERMINING HEIGHT = +1.101.37
  - B 1ST FLOOR TOP OF STRUCTURE = +1.103.37
  - C 1ST FLOOR CEILING HEIGHT (B.U.A.O.) = +1.122.87
  - D 2ND FLOOR TOP OF STRUCTURE (B.U.A.O.) = +1.114.00
  - E FAMILY ROOM CEILING HEIGHT = +1.118.24
  - F 2ND FLOOR CEILING HEIGHT (B.U.A.O.) = +1.122.55
  - G PROPOSED BUILDING HEIGHT = +1.122.87
  - H MAX BUILDING HEIGHT ALLOWED = 32'-0" = +1.131.37



1 2 3 4 6  
feet

ELEVATION (REAR) 1/8" 1



1 2 3 4 6  
feet

ELEVATION (RIGHT) 1/8" 2

- 2 = NUMBER OF KEYNOTE BELOW
- 1 STANDING SEAM METAL ROOFING—SEE ROOF PLAN FOR MORE INFO
  - 2 FAHO OVERHANG—SEE ROOF PLAN FOR MORE INFO
  - 3 UNLISED
  - 4 PAINTED STEEL TROWELED IGNITION RESISTANT CEANIT PLASTER SYSTEM (SMOOTH FINISH) - 7/8" PLASTER O/ METAL LATH O/ 2 LAYERS GRADE 10' OR BETTER BUILDING PAPER, 3 COAT SYSTEM WITH 26 LB. WIEP SCRIBED AT WALL BASE AT LEAST 4" ABOVE GRADE OR 2" ABOVE HARDSCAPE—SEE DETAILS 100200—DO NOT USE "DOUBLE ROLL" INSTALLATION FOR BUILDING PAPER—MANUF: BENJAMIN MOORE; COLOR: WIND'S BREATHE FB; ACCENT PAINT COLOR: BIGH MOUNTAIN 2134-30
  - 5 WOOD RAISED PANEL CHIMNEY WITH 10" TALL PRECAST STONE CORNICE CAP—WWW.CHIMNEYKING.COM—SEE ROOF PLAN FOR LOCATION—EXTENT OF CHIMNEY IS TO SCREEN MULTIPLE FLUING/CHYAC ROOF PENETRATIONS FROM VIEW
  - 6 ADHERED LIGHTWEIGHT STONE VENEER (1:1 BLEND)—MANUF: APACHE STONE; STYLE: BURN - REAL STONE; COLOR: TUSCANO ASHLAR 4-8" INSTALLATION STYLE: STACCO; WAINSCOT SILL OVER STEEL T-ANGLE NATURAL QUARRIES SL; COLOR: GRAY-NATURAL QUARRIES URL: [HTTPS://WWW.APACHESTONE.COM](https://www.apachestone.com)—USE POLYMER-MODIFIED SETTING MORTAR—INSTALL PER MANUF. INSTRUCTIONS, ICCS EVALUATION REPORT ESR-1315, AND MYMA INSTALLATION GUIDE FOR COMPLIANCE WITH ASTM C1375. CONTACT TERESA VASQUEZ AT BONA STONE GROUP (615-418-9730, [Teresa.Vasquez@bonastone.com](mailto:Teresa.Vasquez@bonastone.com)) FOR FIELD REVIEW OF LATH INSTALLATION PRIOR TO INSTALLING SCRATCH COAT. SEAL VENEER WITH SLANE OR SLOJLANE BASED MASONRY TREATMENT SUCH AS CRAFTFIELD PER MANUF. INSTRUCTIONS.
  - 7 RETAINING WALL—SEE CIVIL PLANS FOR MORE INFO.
  - 8 PAINT GRADE REDWOOD TRELS—SEE ROOF PLAN FOR MORE INFO
  - 9 UNLISED
  - 10 WINDOW/DOOR OPENING WITH SIMULATED DIVIDED LITE; GRIDS ON THE INTERIOR AND EXTERIOR OF THE GLASS AND A SPACER BAR BETWEEN THE PAGES OF GLASS—SEE WINDOW AND DOOR SCHEDULES FOR MORE INFO—DOORS AND WINDOWS TO HAVE 2" PAINT GRADE WOODGRAIN GRADE WOOD/PAINTEED FIBER CEANIT(PVC) TRIM TYPICAL, U.S.A.
  - 11 FIELD PAINTED STEEL COLUMN—S.S.D. FOR MORE INFO
  - 12 EXTERIOR LIGHT INSTALL PER MANUF. INSTRUCTIONS—MANUF: VISUAL COMFORT; STYLE: WELLSWORTH LARGE WALL LANTERN; DARK SIX RATES; COLOR: ANTIQUE BRONZE URL: [HTTPS://WWW.VISUALCOMFORT.COM](https://www.visualcomfort.com)
  - 13 STUCCO LOW WALL
  - 14 OUTDOOR KITCHEN—OWNER TO PROVIDE SPECS
  - 15 DECORATIVE IRON RAIL
  - 16 GLASS GUARD RAIL
  - 17 VESTIBULE TRIM 6" HIGH
  - 18 PLANTER
  - 19 ROOF TERRACE PLANTERS
  - 20 POOL
  - 21 LOW STONE WALL
  - 22 STAIR GRADE 10" FAUX WOOD BEAM HEADER OVER WINDOWS/DOORS
  - 23 UNLISED
  - 24 WOOD SIDING—VERIFY SPEC WITH OWNERS

NOTES:  
 1. SEE 3/A0.16 FOR PLUMBING GENERAL NOTES  
 2. SEE 3/A0.16 FOR MECHANICAL GENERAL NOTES  
 3. SEE 3/A0.16 FOR ELECTRICAL GENERAL NOTES  
 4. SEE 3/A0.16 FOR PLAN AND INTERIOR GENERAL NOTES  
 5. EXTERIOR HARDSCAPE AND EXTERIOR STAIRS NOT SHOWN FOR CLARITY—SEE A0.36 FOR 3D MODEL VIEWS

KEYNOTES	-	-

ELEVATION GRID LINE KEY

A	MAIN HOUSE 1ST FLOOR TOP OF STRUCTURE = +/- 429.97'
B	GRADE FOR CERRITOSHAW HEIGHT = +/- 431.18'
C	DETACHED ADU TOP OF STRUCTURE = +/- 430.97'
D	MAIN HOUSE 1ST FLOOR CEILING HEIGHT (I.L.O.) = +/- 438.97'
E	MAIN HOUSE 2ND FLOOR TOP OF STRUCTURE (I.L.O.) = +/- 440.22'
F	DETACHED ADU CEILING HEIGHT = +/- 440.97'
G	DETACHED ADU PROPOSED BUILDING HEIGHT = +/- 441.16'; 16'-10"
H	MAIN HOUSE 2ND FLOOR CEILING HEIGHT (I.L.O.) = +/- 449.22'
I	MAIN HOUSE PROPOSED BUILDING HEIGHT = +/- 450.87'; 16'-9"
J	MAIN HOUSE MAX BUILDING HEIGHT ALLOWED = +/- 47.17'; 17'-0"

ELEVATION GRID LINE KEY	-	-



1000 S. Winchester Blvd  
 San Jose, CA 95128  
 P : (408) 998 - 0783

FOR PERMIT APPROVAL ONLY--NOT FOR CONSTRUCTION

**Johnson Residence**  
 NEW SINGLE FAMILY HOUSE  
 Milpitas, 1321 Terra Vista Court  
 Dan and Kendra Johnson



PROJECT NO.	DATE	DESCRIPTION	DATE BY	DATE BY
		PLANNING BETWEEN SUBMITTAL		
		PLANNING BETWEEN SUBMITTAL		

EXTERIOR ELEVATIONS







**LEA & BRAZE ENGINEERING, INC.**  
 CIVIL ENGINEERS / LAND SURVEYORS  
 1321 TERRA VISTA COURT  
 MILPITAS, CALIFORNIA 95035  
 (415) 951-4688  
 WWW.LEABRAZE.COM

1321 TERRA VISTA COURT  
 MILPITAS  
 CALIFORNIA

TOPOGRAPHIC SURVEY

REVISIONS BY:	
JOB NO:	2211757
DATE:	11-3-21
SCALE:	1"=16'
BN'DY BY:	DN
FIELD BY:	BC
DRAWN BY:	ZB
SHEET NO:	

**SU1**  
 1 OF 1 SHEETS

**NOTES**

ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS.  
 BUILDING FOOTPRINTS ARE SHOWN TO FINISHED MATERIAL (STUCCO/SIDING) AT GROUND LEVEL.  
 FRESH FLOOR ELEVATIONS ARE TAKEN AT DOOR THRESHOLD (EXTERIOR).  
 THE AREA OF THE SURVEYED LOT IS 45,781± SQUARE FEET / 1.05± ACRES

**EASEMENT NOTE**

EASEMENTS ARE SHOWN PER THE PRELIMINARY TITLE REPORT ISSUED BY OLD REPUBLIC TITLE COMPANY, ORDER NO. 0616019780-2, DATED AS OF APRIL 5, 2021 (ENCROACHMENT EASEMENTS, MAINTENANCE EASEMENTS, DRAINAGE EASEMENTS, COMMON UTILITY METER EASEMENTS EXIST PER DOC 24512387, SAID EASEMENTS ARE NOT PLOTTABLE OF RECORD).

**FEMA FLOOD NOTE**

PROPERTY COMPLETELY OUT OF SPECIAL FLOOD HAZARD AREA (SFHA)  
 FLOOD INSURANCE RATE MAP NO. 0605020500  
 EFFECTIVE DATE: FEBRUARY 16, 2014

**BENCHMARK**

CITY OF MILPITAS BENCHMARK  
 CITY OF PUMP  
 BRASS DISK IN MONUMENT WELL  
 0.2 MILE EAST OF INTERSECTION  
 NORTH PARK VICTORIA DRIVE AND  
 COUNTRY CLUB DRIVE, 50± NORTH  
 OF PUMPING STATION.  
 ELEVATION = 223.56'  
 (NAVD 88 DATUM)

**SITE BENCHMARK**

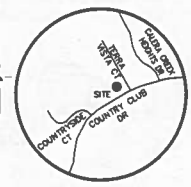
SURVEY CONTROL POINT  
 MAG AND SNIER SET IN ASPHALT  
 ELEVATION = 430.10'  
 (NAVD 88 DATUM)

**UTILITY NOTE**

ALL UNDERGROUND PIPE TYPES, SIZES AND LOCATION SHOWN ON THIS SURVEY ARE BASED ON VISUAL OBSERVATION. ANY USE OF THIS INFORMATION SHOULD BE VERIFIED, BEFORE ITS USE, WITH THE CONTROLLING MUNICIPALITY OR UTILITY PROVIDER. THIS SURVEY MAKES NO GUARANTEE OF THE INSTALLED ACTUAL LOCATION, DEPTHS OR SIZE.

**TREE NOTE**

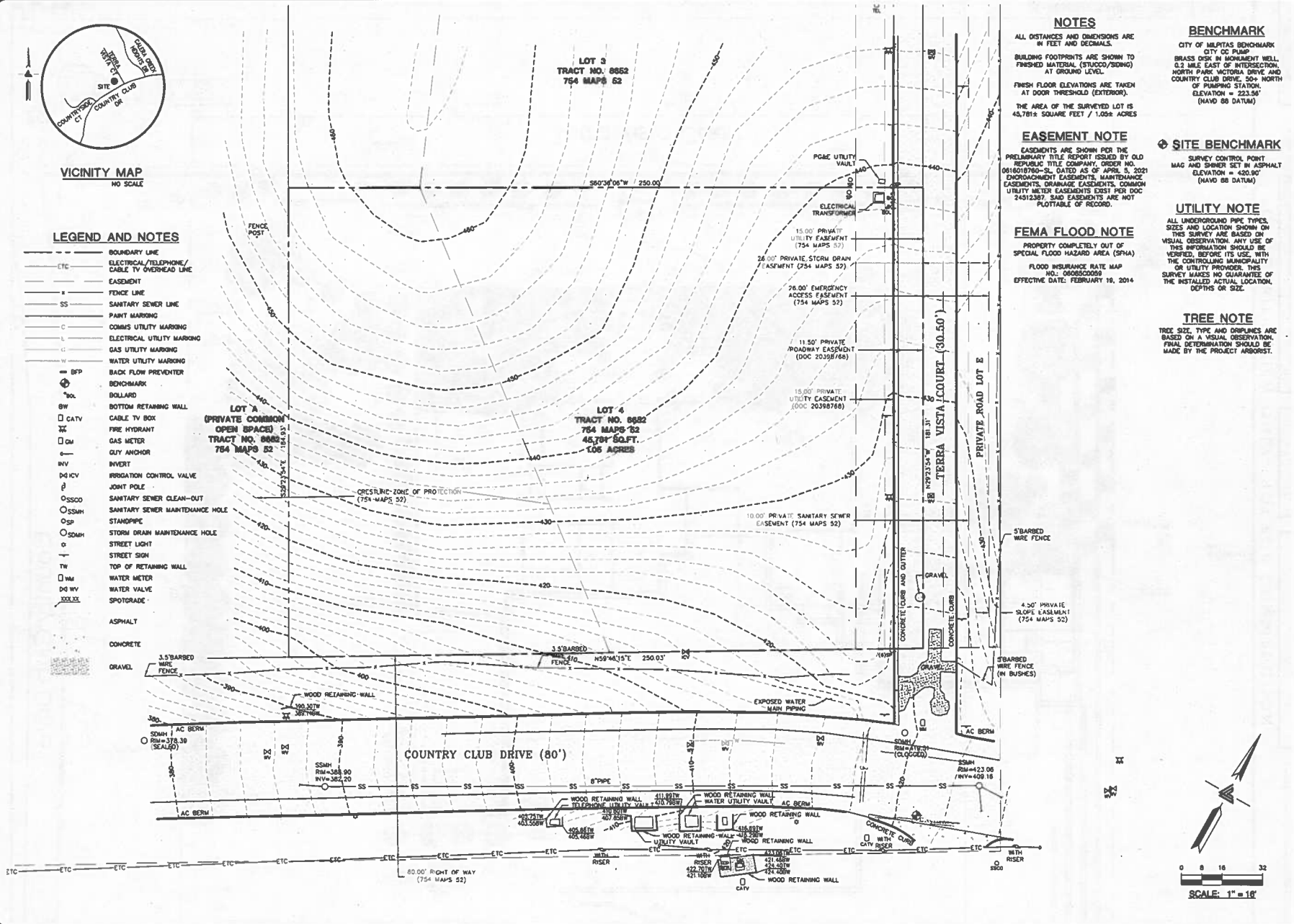
TREE SIZE, TYPE AND DIAPINES ARE BASED ON A VISUAL OBSERVATION. FINAL DETERMINATION SHOULD BE MADE BY THE PROJECT ARBORIST.



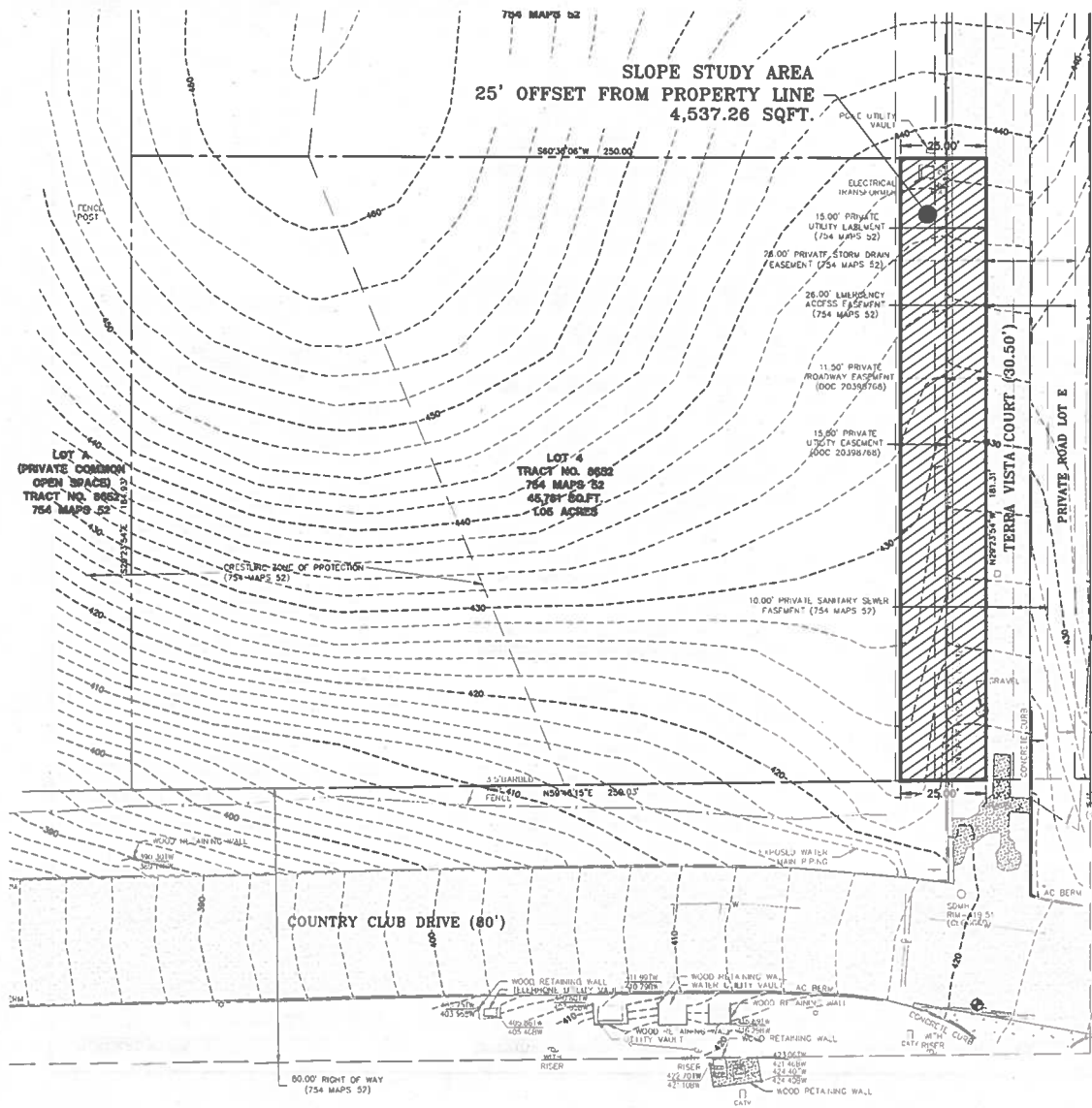
**VICINITY MAP**  
 NO SCALE

**LEGEND AND NOTES**

- BOUNDARY LINE
- - - - - ELECTRICAL/TELEPHONE/CABLE TV OVERHEAD LINE
- - - - - EASEMENT
- == FENCE LINE
- SS SANITARY SEWER LINE
- PART MARKING
- C COMMS UTILITY MARKING
- L ELECTRICAL UTILITY MARKING
- G GAS UTILITY MARKING
- W WATER UTILITY MARKING
- == BFP BACK FLOW PREVENTER
- ⊕ BENCHMARK
- ⊙ BOLLARD
- BW BOTTOM RETAINING WALL
- CATV
- ⊕ FIRE HYDRANT
- GM
- GAS METER
- ⊕ GUY ANCHOR
- ⊕ INVERT
- ⊕ IRIGATION CONTROL VALVE
- ⊕ JOINT POLE
- ⊕ SSOO SANITARY SEWER CLEAN-OUT
- ⊕ SSMH SANITARY SEWER MAINTENANCE HOLE
- ⊕ SP STANDPIPE
- ⊕ SSMH STORM DRAIN MAINTENANCE HOLE
- ⊕ STREET LIGHT
- ⊕ STREET SIGN
- ⊕ TR TOP OF RETAINING WALL
- ⊕ WM WATER METER
- ⊕ WV WATER VALVE
- ⊕ SPOTGRADE
- ASPHALT
- CONCRETE
- GRAVEL

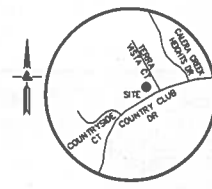


SCALE: 1" = 16'



**BENCHMARK**

CITY OF MILPITAS BENCHMARK  
 CITY CO PUMP  
 BRASS DISK IN MONUMENT WELL  
 0.3 MILE EAST OF INTERSECTION  
 NORTH PARK VICTORIA DRIVE AND  
 COUNTRY CLUB DRIVE, 50+ NORTH  
 OF PUMPING STATION.  
 ELEVATION = 223.95'  
 (NAVD 88 DATUM)



**VICINITY MAP**  
NO SCALE

**SITE BENCHMARK**

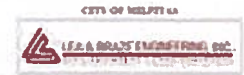
SURVEY CONTROL POINT  
 MAG AND DISK SET IN ASPHALT  
 ELEVATION = 420.90'  
 (NAVD 88 DATUM)

**EASEMENT NOTE**

EASEMENTS ARE SHOWN PER THE  
 PRELIMINARY TITLE REPORT ISSUED BY OLD  
 REPUBLIC TITLE COMPANY, ORDER NO.  
 0816018760-SL, DATED AS OF APRIL 5, 2021  
 ENCROACHMENT EASEMENTS, MAINTENANCE  
 EASEMENTS, DRAINAGE EASEMENTS, COMMON  
 UTILITY METER EASEMENTS EXIST FOR DOC  
 24513367. SAID EASEMENTS ARE NOT  
 PLOTTABLE OF RECORD.

**EXHIBIT NOTE**

THIS EXHIBIT IS INTENDED ONLY AS AN AID TO DETERMINE  
 THE AVERAGE LOT SLOPE OF THE SUBJECT PROPERTY.  
 SITE SURVEY INFORMATION, INCLUDING BUT NOT LIMITED  
 TO, UTILITIES, FENCES AND SPECIFIC SPOT GRADES MAY  
 BE REMOVED FOR CLARITY.  
 REFER TO THE SITE SURVEY BY LEA & BRAZE, INC., FOR  
 COMPLETE SITE SURVEY INFORMATION.



**CALCULATIONS BY LEA & BRAZE ENGINEERING**

1. CALCULATION OF AVERAGE SLOPE

1. NET AREA (A) = 4,537.26 SQ. FT.  
 2. AREA OF SLOPE (B) = 4,537.26 SQ. FT.  
 3. AVERAGE SLOPE (C) = 0.00%

STATION	ELEVATION (FT)	STATION	ELEVATION (FT)	STATION	ELEVATION (FT)
1+00	420.00	1+20	420.00	1+40	420.00
1+20	420.00	1+40	420.00	1+60	420.00
1+40	420.00	1+60	420.00	1+80	420.00
1+60	420.00	1+80	420.00	2+00	420.00
1+80	420.00	2+00	420.00	2+20	420.00
2+00	420.00	2+20	420.00	2+40	420.00
2+20	420.00	2+40	420.00	2+60	420.00
2+40	420.00	2+60	420.00	2+80	420.00
2+60	420.00	2+80	420.00	3+00	420.00
2+80	420.00	3+00	420.00	3+20	420.00
3+00	420.00	3+20	420.00	3+40	420.00
3+20	420.00	3+40	420.00	3+60	420.00
3+40	420.00	3+60	420.00	3+80	420.00
3+60	420.00	3+80	420.00	4+00	420.00
3+80	420.00	4+00	420.00	4+20	420.00
4+00	420.00	4+20	420.00	4+40	420.00
4+20	420.00	4+40	420.00	4+60	420.00
4+40	420.00	4+60	420.00	4+80	420.00
4+60	420.00	4+80	420.00	5+00	420.00
4+80	420.00	5+00	420.00	5+20	420.00
5+00	420.00	5+20	420.00	5+40	420.00
5+20	420.00	5+40	420.00	5+60	420.00
5+40	420.00	5+60	420.00	5+80	420.00
5+60	420.00	5+80	420.00	6+00	420.00
5+80	420.00	6+00	420.00	6+20	420.00
6+00	420.00	6+20	420.00	6+40	420.00
6+20	420.00	6+40	420.00	6+60	420.00
6+40	420.00	6+60	420.00	6+80	420.00
6+60	420.00	6+80	420.00	7+00	420.00
6+80	420.00	7+00	420.00	7+20	420.00
7+00	420.00	7+20	420.00	7+40	420.00
7+20	420.00	7+40	420.00	7+60	420.00
7+40	420.00	7+60	420.00	7+80	420.00
7+60	420.00	7+80	420.00	8+00	420.00
7+80	420.00	8+00	420.00	8+20	420.00
8+00	420.00	8+20	420.00	8+40	420.00
8+20	420.00	8+40	420.00	8+60	420.00
8+40	420.00	8+60	420.00	8+80	420.00
8+60	420.00	8+80	420.00	9+00	420.00
8+80	420.00	9+00	420.00	9+20	420.00
9+00	420.00	9+20	420.00	9+40	420.00
9+20	420.00	9+40	420.00	9+60	420.00
9+40	420.00	9+60	420.00	9+80	420.00
9+60	420.00	9+80	420.00	10+00	420.00
9+80	420.00	10+00	420.00		

**LEA & BRAZE ENGINEERING, INC.**  
 SITE SURVEY & LAND SURVEYS  
 1321 TERRA VISTA COURT  
 MILPITAS, CALIFORNIA 94545  
 (415) 557-0888  
 WWW.LEABRAZE.COM

APN: 039-07-012

1321 TERRA VISTA COURT  
 MILPITAS  
 CALIFORNIA

**AVERAGE SLOPE EXHIBIT (25' OFFSET STUDY AREA)**

REVISIONS BY: \_\_\_\_\_

JOB NO: 2211757  
 DATE: 11-3-21  
 SCALE: 1"=16'  
 BNDY BY: DN  
 FIELD BY: BC  
 DRAWN BY: ZB  
 SHEET NO: \_\_\_\_\_

**SL-2**  
 1 OF 1 SHEETS

**GENERAL NOTES**

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH 2022 CBC, ACI 318, AISC, AIA, OSHA AND OTHER APPLICABLE LOCAL, BUILDING CODES, STANDARDS AND ORDINANCES.
- CONTRACTOR SHALL PERFORM ALL SITE WORK IN COMPLIANCE WITH STATE OF CALIFORNIA STANDARDS AND SPECIFICATIONS (2015 OR LATEST EDITION), STANDARD PLANS, AND DIVISION OF INDUSTRIAL SAFETY REQUIREMENTS. SAID WORK SHALL CONFORM TO ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH STANDARDS, RULES, REGULATIONS, AND ORDERS ESTABLISHED BY THE STATE OF CALIFORNIA AND OTHER APPLICABLE AGENCIES.
- THE DRAWINGS SHALL NOT BE SCALED. ALL WORK SHALL BE COVERED BY THE DIMENSIONS SHOWN ON THE DRAWINGS. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- UNAUTHORIZED CHANGES AND USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING UNDERGROUND SERVICE ALERT, IN ADVANCE, OF ALL APPLICABLE EXCAVATIONS IN ACCORDANCE WITH THE LAW, TOLL FREE, NUMBER (811-800-457-2644).
- NO CONSTRUCTION SHALL OCCUR BETWEEN OCTOBER 15TH AND APRIL 15TH WITHOUT PRIOR APPROVAL FROM THE CITY OF EUREKA.
- HOURS OF OPERATION SHALL BE LIMITED TO MONDAY THROUGH FRIDAY FROM 8:00 AM TO 7:00 PM, SATURDAY FROM 9:00 AM TO 7:00 PM WITH NO CONSTRUCTION ACTIVITY ON SUNDAYS AND HOLIDAYS.
- TOPOGRAPHIC DATA BASED ON TOPOGRAPHIC SURVEY PLAN BY LEA & BRAZE ENGINEERING DATED NOVEMBER 3, 2021, DATE OF SURVEY NOT PROVIDED.
- NO KNOWN HAZARDOUS WASTE OR SUSPECTED SITES ARE LOCATED WITHIN 400 FEET OF SUBJECT SITE.
- ANY TRAFFIC CONTROL SHALL ADHERE TO THE CURRENT VERSION OF THE MUTCD.
- THE PROPOSED ON-SITE WATER AND SEWER DISTRIBUTION ARE TO BE PROVIDED SYSTEMS, PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION, NOT PUBLICLY MAINTAINED BY THE CITY.
- THE PROJECT SITE IS NOT LOCATED WITHIN AN AREA WHERE KNOWN CULTURAL RESOURCES HAVE BEEN LOCATED. HOWEVER, AS THERE EXISTS THE POSSIBILITY THAT UNDISCOVERED CULTURAL RESOURCES MAY BE ENCOUNTERED DURING CONSTRUCTION ACTIVITIES, THE FOLLOWING MITIGATION MEASURES ARE REQUIRED UNDER STATE AND FEDERAL LAW:
  - IF CULTURAL OR HISTORIC RESOURCES ARE ENCOUNTERED DURING CONSTRUCTION ACTIVITIES, THE CONTRACTOR ON SITE SHALL CEASE ALL WORK IN THE IMMEDIATE AREA AND WITHIN A 50-FOOT BUFFER OF THE DISCOVERY LOCATION. A QUALIFIED ARCHAEOLOGIST, AS WELL AS THE TRIBAL HISTORIC PRESERVATION OFFICERS FOR THE BEAR RIVER BAND RIVERVILLE BAND/ERA, BLUE LAKES BAND/ERA, AND MIYU TRIBAL SHALL BE CONTACTED TO EVALUATE THE DISCOVERY AND, IN CONSULTATION WITH THE APPLICANT AND LEAD AGENCY, DEVELOP A TREATMENT PLAN IN ANY INSTANCES WHERE SIGNIFICANT IMPACTS CANNOT BE AVOIDED. PREHISTORIC MATERIALS MAY INCLUDE ORIGINALLY OR COPIED PLANKS, TOOLS, LOCAL DATED/UNDATED WOODEN SOILS, ORIGINATED ARTIFACTS, SHELLFISH OR FISHAL REMAINS, AND OTHER REMAINS.
  - IF HUMAN REMAINS ARE FOUND, CAL HEALTH AND SAFETY CODE, 40533 REQUIRES THAT THE COUNTY CORONER BE CONTACTED IMMEDIATELY AT 707-442-7242. IF THE CORONER DETERMINES THE REMAINS TO BE NATIVE AMERICAN, THE NATIVE AMERICAN HERITAGE COMMISSION SHALL THEN BE CONTACTED BY THE CORONER TO DETERMINE APPROPRIATE TREATMENT OF THE REMAINS PURSUANT TO CA PUBLIC RESOURCE CODE (PRC) 2097.19. VIOLATIONS SHALL BE PROSECUTED IN ACCORDANCE WITH PRC SECTION 2097.19.
- DISCOVERY OF HISTORIC RESOURCES ASSOCIATED WITH THE EARLY MARINADO INDUSTRY AS IDENTIFIED IN THE CONFIDENTIAL CULTURAL RESOURCE REPORT ON FILE IN THE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE PROTECTED UNTIL ACCURATELY ANALYZED BY QUALIFIED HISTORIC RESOURCE CONSULTANTS.
- THE CITY OF MILLITAS SHALL BE NOTIFIED AS WELL.
- THE APPLICANT AND SUCCESSORS, IN WHOLE OR IN PART, SHALL BE SOLELY RESPONSIBLE FOR ENSURING COMPLIANCE WITH THIS CONTRACT.

LOCATIONS AND ELEVATIONS SHOWN ARE PROVIDED FOR INFORMATION ONLY. SUCH INFORMATION MAY NOT BE COMPLETE OR ACCURATE. CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL AGENCIES INVOLVED AND VERIFYING LOCATIONS OF ALL UTILITIES THAT MAY BE IMPACTED BY HIS/HER WORK.

**INSPECTIONS AND TESTING NOTES**

- THE CONTRACTOR SHALL MAKE ALL NECESSARY EXCAVATIONS FOR CONSTRUCTION TESTS, COSTS OF EXCAVATION, BACKFILLING AND COMPACTION IN CONNECTION WITH COMPACTION TESTING SHALL BE BORNE BY THE CONTRACTOR.
- A FAILING COMPACTION TEST INDICATES THAT THE REQUIRED COMPACTION STANDARDS HAVE NOT BEEN ACHIEVED. ANY FILL MATERIAL OR PORTION OF FILL MATERIAL THAT DOES NOT MEET THE SPECIFICATION REQUIREMENTS SHALL BE REMOVED AND RECOMPACTED UNTIL THE REQUIREMENTS ARE SATISFIED.
- EXCAVATIONS FOR COMPACTION TESTS SHALL BE BACKFILLED WITH MATERIAL SIMILAR TO THAT EXCAVATED AND COMPACTED TO THE SPECIFIED DENSITY BY THE CONTRACTOR.
- ALL LIQUID AND SEDIMENT CONTROL MEASURES SHALL BE SPECIFIED WILL BE BY PERCENT OF THE MAXIMUM WET DENSITY AND AS DETERMINED PER CALTRANS STANDARD SPECIFICATIONS CAL 216 AND CAL 231.
- IN PAVED AND SHOULDER AREAS, SUBGRADE WITHIN 30 INCHES OF FINAL GRADE SHALL BE COMPACTED TO 92% AND BACKFILLS AND FILLS MORE THAN 30 INCHES BELOW FINAL GRADE SHALL BE COMPACTED TO 90%.
- IN NON-PAVED AREAS OUTSIDE COUNTY ROAD RIGHT OF WAY, BACKFILLS AND FILLS SHALL BE COMPACTED TO 90%.
- BACKFILL AND FILLS CONTAINED WITHIN 2 FEET OF BUILDING FOOTPRINT SHALL BE COMPACTED TO 95% OR PER CALTRANS METHODS ASSUMING GRANULAR FILL IS USED.
- PLACE BACKFILL AND FILL SOIL MATERIALS IN LAYER LIPS OF NOT MORE THAN 8 INCHES FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 6 INCHES FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPORS.
- THE GROUND SURFACE IN AREAS TO RECEIVE FILL SHALL BE PREPARED AS FOLLOWS:
  - ALL ORGANIC MATERIAL AND TOPSOIL SHALL BE REMOVED.
  - ON SLOPES GREATER THAN 1V:1H, HORIZONTAL BENCHES SHALL BE CUT INTO THE SOIL TO PROVIDE LEVEL BEARING SURFACE FOR THE FILL MATERIAL. THE MINIMUM WIDTH OF THE BENCHES SHALL BE FOUR FEET.
  - AREAS SHALL BE PROOF-ROLLED TO ACHIEVE 90% K<sub>15</sub> WITH NO PLAINING OBSERVED.
- CONCRETE SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH OF 2,500 PSI. ALL TESTS AND INSPECTIONS SHALL BE PERFORMED BY A CALIFORNIA REGISTERED CIVIL ENGINEER OR AN INDEPENDENT INSPECTION AGENCY.

**GRADING AND ACCESSIBILITY NOTES**

- CROSS SLOPES SHALL NOT EXCEED 1.5% FOR ALL WALKS. CHANGES IN DIRECTION SHALL BE MADE AT 15% IN ANY DIRECTION.
- ALL CONCRETE WALKS AND RAMP SURFACES SHALL BE BROOM FINISHED OR OTHER SLIP RESISTANT FINISH.
- CHANGES IN LEVEL, ACCESSIBLE PATHS OR 2" MAXIMUM SHALL BE PREPARED TO BE VERTICAL, WITH-OUT FPOG TREATMENT CHANGES IN LEVEL BETWEEN 2" AND 4" MAXIMUM SHALL BE REVISED WITH 1:1 SLOPE NOT STEEPER THAN 2:1. NO CHANGES IN LEVEL OF GREATER THAN 2" VERTICAL SHALL BE ALLOWED.
- WALK RAMP SHALL HAVE A RUNNING SLOPE NOT STEEPER THAN 1:8. THRESHOLD AT DOORWAYS SHALL BE 2" MAXIMUM.
- LANDINGS AT EXTERIOR DOORS SHALL HAVE 24" SLOPE IN ALL DIRECTIONS.
- CHANGES IN GROUND SURFACE OF ACCESSIBLE PATHS SHALL NOT ALLOW PASSAGE OF A SPHERE MORE THAN 3" DIAMETER.
- CONCRETE SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH OF 2,500 PSI. ALL TESTS AND INSPECTIONS (E.G. FILL) SHALL BE PERFORMED BY A CALIFORNIA REGISTERED CIVIL ENGINEER OR AN INDEPENDENT INSPECTION AGENCY.
- GRADING AND BUILDING FOUNDATION SUBGRADE SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SOILS REPORT AND PROJECT SPECIFICATIONS, AS APPLICABLE.
- FOOTINGS ARE TO BE INSPECTED BY A REGISTERED CIVIL ENGINEER PRIOR TO PLACEMENT OF CONCRETE.
- ESTIMATED TOTAL CUT VOLUME IS 4,160 CUBIC YARDS AND TOTAL FILL VOLUME IS 490 CUBIC YARDS.

**DEMOLITION NOTES**

- SITE AND SUBGRADE PREPARATION TO INCLUDE STRIPPING OF ALL LOOSE SOIL, RUBBISH AND DEBRIS WITHIN THE LIMITS OF GRADING AS DESCRIBED IN THE SOILS REPORT ON THE SITE. NO EXISTING STRUCTURES, BUILDING FOUNDATIONS, CONCRETE SLABS, OR ASPHALT PAVING ARE KNOWN TO EXIST ON THE CURRENT SITE.
- ALL EXCAVATIONS AND PLACEMENT OF ENGINEERED FILL SHALL BE IN ACCORDANCE WITH THE APPROVED SOILS REPORT FOR THE SITE. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL RECOMMENDATIONS IN SAID REPORT AND OBTAINING GEOTECHNICAL ENGINEER APPROVAL OF FOUNDATION EXCAVATIONS PRIOR TO CONSTRUCTION OF FOUNDATION SUBGRADE.
- ALL ACTIVE OR INACTIVE UTILITY LINES WITHIN THE CONSTRUCTION AREAS SHOULD BE RELOCATED, ABANDONED, OR FULLY PROTECTED DURING CONSTRUCTION.
- LOOSE SOILS CAUSED BY DEMOLITION OR STRIPPING SHALL BE EXCAVATED AND THE RESULTING DEBRIS AND EXCESSIVE FILL COMPACTED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE SITE.
- THE ENGINEER OR AUTHORIZED REPRESENTATIVE SHOULD CHECK SUBGRADE SURFACES PROPOSED BY OVER-EXCAVATION TO DIFFERENT ADDITIONAL OVER-EXCAVATION IS NECESSARY. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ENGINEER APPROVAL OF FOUNDATION EXCAVATIONS PRIOR TO CONSTRUCTION OF FOUNDATION SUBGRADE.
- SPOILS GENERATED DURING THE SITE PREPARATION SHOULD BE STORED AND/OR DISPOSED OF IN ACCORDANCE TO AVAILABLE ENVIRONMENTAL DOCUMENTS FOR THE PROJECT.

**EROSION CONTROL NOTES**

- STORMWATER AND EROSION CONTROL WILL BE CONFIGURED, AS APPROVED BY THE CITY ENGINEER, CONSTRUCTION TO BEST FIT THE CURRENT STATE OF THE PROJECT.
- ALL LIQUID AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED BY THE ENGINEER OF RECORD. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING ALL EROSION AND SEDIMENT CONTROL MEASURES.
- THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE, AT A MINIMUM, OPERATIONAL DURING THE RAINY SEASON (OCTOBER 15-APRIL 15).
- ALL SURFACE WATER DRAINAGE SHOULD BE CONTROLLED TO FLOW AWAY FROM THE ADJACENT PROPERTIES. ALL GRADING, EROSION AND SEDIMENT CONTROL SHALL BE IN ACCORDANCE WITH HUMBOLDT COUNTY LAND USE AND DEVELOPMENT ORDINANCE, SECTION 531.14. TRUCKS AND EQUIPMENT SHALL BE CLEANED OUTSIDE LEAVING THE SITE, SO AS TO NOT TRACK DIRT ON THE SITE. THE SITE SHALL BE CLEANED UP ONLY. BEST MANAGEMENT PRACTICES SHALL BE FOLLOWED AS NECESSARY TO PROTECT ADJACENT PROPERTIES, ROADWAYS AND DRAINAGE STRUCTURES FROM SEDIMENT INFILTRATION.
- ALL LOOSE SOIL AND DEBRIS SHALL BE REMOVED FROM THE SHELL AREAS UPON STARTING OPERATIONS AND DAILY THEREAFTER AS DIRECTED BY THE INSPECTOR. ALL PATHTWAYS SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OF FLOWING OR SEDIMENT INTO PUBLIC RIGHTS-OF-WAY.
- AFTER SEWER AND UTILITY TRENCHES ARE BACKFILLED AND COMPACTED, THE SURFACES OVER SUCH TRENCHES SHALL BE MAINTAINED SO AS TO PREVENT CHANNELING OF WATER IN THE TRENCH AREA.
- APPLY VEGETATIVE STABILIZATION WITHIN 7 DAYS AND/OR TEMPORARY SEEDING AS APPROVED BY ENGINEER. EROSION CONTROL MEASURES SHALL BE MAINTAINED FOR MORE THAN 45 DAYS.
- THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PER THE DETAILS SHOWN ON THESE PLANS, AND MAINTAINED IN WORKING CONDITION.
- DURING THE RAINY SEASON, ALL PAVED AREAS WILL BE KEPT CLEAR OF CARTRIDGE MATERIAL AND DEBRIS. THE SITE WILL BE MAINTAINED SO THAT SEDIMENT/SLURRY RUNOFF DOESN'T UNLIT THE SLOW DRAINAGE SYSTEM.
- CONTRACTOR SHALL HAVE TOOLS, EQUIPMENT, AND MATERIALS TO PROVIDE EROSION CONTROL MEASURES MADE NECESSARY BY A CONSTRUCTION OPERATOR, ON THE JOB SITE BEFORE BEGINNING THAT OPERATION.
- ADJACENT PROPERTIES SHALL BE PROTECTED FROM STORM WATERS, MUD, SILT, ETC. ON A DAILY BASIS.
- FUGITIVE DUST SHALL BE CONTROLLED AT ALL TIMES DURING CONSTRUCTION AND UNTIL FINAL COMPLETION. THE CONTRACTOR, WHEN HE/SHR OR HIS/HERS SUBCONTRACTOR ARE OPERATING EQUIPMENT ON SITE, SHALL PREVENT FORMATION OF EXCESSIVE AIRBORNE PARTICLES BY WATERING AND/OR TREATING THE SITE OF THE WORK IN SUCH A MANNER THAT WILL CONTROL DUST PARTICLES TO THE IMMEDIATE SURFACE OF THE WORK. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY DUST FROM HIS OWN ACTIVITIES OR HIS SUBCONTRACTORS ACTIVITIES IN PERFORMING THE WORK UNDER THIS CONTRACT AND SHALL BE RESPONSIBLE FOR ANY DAMAGES, FINES, OR CHARGES RESULTING FROM DUST MISMANAGEMENT. DUST CONTROL WILL BE DONE ON A DAILY BASIS.
- DUST CONTROL DURING CONSTRUCTION (FROM CITY DOCUMENT)
  - WATER ALL ACTIVE CONSTRUCTION AREAS TWICE PER DAY AND USE EROSION CONTROL MEASURES TO PREVENT WATER RUNOFF CONTAINING SILT AND DEBRIS FROM ENTERING THE SLOW DRAIN SYSTEM.
  - COVER TRUCKS, HAULING SLOPS, SAND, AND OTHER LOOSE MATERIAL.
  - PAVE WATER OR APPLY NON-TOXIC SOIL STABILIZERS ON UNPAVED ACCESS ROADS AND PARKING AREAS.
  - SLEEP PAVED ACCESS ROADS AND PARKING AREAS DAILY.
  - SLEEP STREETS DAILY IF VISIBLE MATERIAL IS CARRIED OUT TO ADJACENT PUBLIC STREETS.
  - REUSE DUSTY CONSTRUCTION MATERIALS AS PERMITTED TO REDUCE BY SITE VEHICLE TIRES TO LANDFILLS.
- RUBBLE AND VEHICLE WASHWATER ARE RECOMMENDED AT ALL FITS FROM SITE.
- ADJUSTS AND LEAD CONTAMINATED MATERIALS ENCOUNTERED DURING DEMOLITION OF EXISTING STRUCTURES SHALL BE HANDLED TO A FACILITY THAT ACCEPTS SAID MATERIALS.
- ANY WASH DOWN LIQUIDS USED SHALL BE PREVENTED FROM FLOWING OFF SITE WITH APPROPRIATE MEANS.

**SPECIAL INSPECTIONS:**

- THE OWNER SHALL EMPLOY ONE OR MORE SPECIAL INSPECTORS TO PROVIDE INSPECTIONS DURING CONSTRUCTION. THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE TO THE SATISFACTION OF THE BUILDING OFFICIAL FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.
- SPECIAL INSPECTIONS ARE NOT REQUIRED WHERE THE WORK IS DONE ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION. APPROVED FABRICATORS MUST SUBMIT A CERTIFICATE OF COMPLIANCE FOR OTSPE FABRICATORS SUCH AS STRUCTURAL STEEL, PRECAST CONCRETE, COLED LAMINATED TIMBER, ETC.
- INSPECTIONS SHALL BE PERFORMED BY INDEPENDENT SPECIAL INSPECTORS. JOB SITE VISITS BY THE STRUCTURAL ENGINEER OR BUILDING OFFICIAL DO NOT CONSTITUTE AND ARE NOT A SUBSTITUTE FOR INSPECTIONS BY A SPECIAL INSPECTOR.
- ALL INSPECTION REPORTS SHALL BE SUBMITTED TO THE BUILDING OFFICIAL AND FOR THE FINAL REPORTS BY THE SPECIAL INSPECTOR(S) MUST CERTIFY THAT THE ENTIRE STRUCTURAL SYSTEM COMPLIES WITH THE APPROVED PLANS AND SPECIFICATIONS.
- IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO SEE THAT THESE INSPECTIONS ARE PERFORMED.
- WORK REQUIRING SPECIAL INSPECTION SHALL BE INSPECTED BY THE SPECIAL INSPECTOR WHO IS PRESENT IN THE AREA WHERE THE WORK IS PERFORMED AND AT THE COMPLETION OF WORK. CONTINUOUS INSPECTION CONSISTS OF FULL-TIME INSPECTION. PERIODIC INSPECTION CONSISTS OF PART-TIME OR INTERMITTENT INSPECTION.
- THE FOLLOWING SPECIAL INSPECTIONS ARE, IN ADDITION TO INSPECTIONS BY THE BUILDING OFFICIAL, THIS LIST IS NOT INTENDED TO BE ALL INCLUSIVE:
  - SOIL SUPPORTING FOUNDATIONS**
    - PERIODIC: VERIFY MATERIALS BELOW FOOTINGS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.
    - PERIODIC: VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER WATER.
    - PERIODIC: PERFORM CLASSIFICATION AND TESTING OF CONTROLLED FILL MATERIALS.
    - CONT: VERIFY USE OF PROPER MATERIALS, DENSITIES AND WET TENSILESTRENGTHS DURING PLACEMENT AND COMPACTION OF CONTROLLED FILL.
    - PERIODIC: PRIOR TO PLACEMENT OF CONTROLLED FILL, INSPECT SUBGRADE AND VERIFY THAT SOIL HAS BEEN PREPARED PROPERLY.
  - STRUCTURAL CONCRETE**
    - PERIODIC: INSPECTION OF REINFORCING STEEL AND PLACEMENT INSPECT BOLTS TO BE INSTALLED IN CONCRETE PRIOR TO AND DURING PLACEMENT OF CONCRETE.
    - PERIODIC: VERIFY USE OF VOLUMED OLSON MIX.
    - PERIODIC: VERIFY USE OF CONCRETE AND PREFORMING SLUMP AND AIR CONTENT TESTS AND DETERMINING THE TEMPERATURE OF FRESH CONCRETE AT THE TIME OF MAKING SPECIMENS FOR STRENGTH TESTS.
    - CONT: INSPECTION OF CONCRETE AND SHOROTRE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.
    - PERIODIC: INSPECTION FOR MAINTENANCE OF SPACIFORM DURING TEMPERATURE AND TECHNIQUE.
    - PERIODIC: VERIFICATION OF IN-SITU CONCRETE STRENGTH PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.
    - PERIODIC: INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.
    - PERIODIC: INSPECTION OF PRECAST CONCRETE MEMBERS.
    - CONT: MOST INSTALLED AND ADHESIVE ANCHORS (OSA / OSHPO) POST-INSTALLED AND ADHESIVE ANCHORS.
  - SEISMIC RESTRAINT**
    - PERIODIC: WOOD SHEAR WALLS, PANELS, DAMPERS, COLLATIONS AND HOLDINGS WHERE FASTENER SPACING OF THE SHEATHING IS FOUR INCHES ON CENTER OR LESS.
  - STEEL CONSTRUCTION**
    - CONT: ALL WELDING, EXCEPT WHERE WELDS ARE PERFORMED IN AN APPROVED APPROPRIATE SHOP.

- THE CONTRACTOR SHALL MAKE ALL NECESSARY EXCAVATIONS FOR CONSTRUCTION TESTS, COSTS OF EXCAVATION, BACKFILLING AND COMPACTION IN CONNECTION WITH COMPACTION TESTING SHALL BE BORNE BY THE CONTRACTOR.
- A FAILING COMPACTION TEST INDICATES THAT THE REQUIRED COMPACTION STANDARDS HAVE NOT BEEN ACHIEVED. ANY FILL MATERIAL OR PORTION OF FILL MATERIAL THAT DOES NOT MEET THE SPECIFICATION REQUIREMENTS SHALL BE REMOVED AND RECOMPACTED UNTIL THE REQUIREMENTS ARE SATISFIED.
- EXCAVATIONS FOR COMPACTION TESTS SHALL BE BACKFILLED WITH MATERIAL SIMILAR TO THAT EXCAVATED AND COMPACTED TO THE SPECIFIED DENSITY BY THE CONTRACTOR.
- ALL LIQUID AND SEDIMENT CONTROL MEASURES SHALL BE SPECIFIED WILL BE BY PERCENT OF THE MAXIMUM WET DENSITY AND AS DETERMINED PER CALTRANS STANDARD SPECIFICATIONS CAL 216 AND CAL 231.
- IN PAVED AND SHOULDER AREAS, SUBGRADE WITHIN 30 INCHES OF FINAL GRADE SHALL BE COMPACTED TO 92% AND BACKFILLS AND FILLS MORE THAN 30 INCHES BELOW FINAL GRADE SHALL BE COMPACTED TO 90%.
- IN NON-PAVED AREAS OUTSIDE COUNTY ROAD RIGHT OF WAY, BACKFILLS AND FILLS SHALL BE COMPACTED TO 90%.
- BACKFILL AND FILLS CONTAINED WITHIN 2 FEET OF BUILDING FOOTPRINT SHALL BE COMPACTED TO 95% OR PER CALTRANS METHODS ASSUMING GRANULAR FILL IS USED.
- PLACE BACKFILL AND FILL SOIL MATERIALS IN LAYER LIPS OF NOT MORE THAN 8 INCHES FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 6 INCHES FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPORS.
- THE GROUND SURFACE IN AREAS TO RECEIVE FILL SHALL BE PREPARED AS FOLLOWS:
  - ALL ORGANIC MATERIAL AND TOPSOIL SHALL BE REMOVED.
  - ON SLOPES GREATER THAN 1V:1H, HORIZONTAL BENCHES SHALL BE CUT INTO THE SOIL TO PROVIDE LEVEL BEARING SURFACE FOR THE FILL MATERIAL. THE MINIMUM WIDTH OF THE BENCHES SHALL BE FOUR FEET.
  - AREAS SHALL BE PROOF-ROLLED TO ACHIEVE 90% K<sub>15</sub> WITH NO PLAINING OBSERVED.
- CONCRETE SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH OF 2,500 PSI. ALL TESTS AND INSPECTIONS SHALL BE PERFORMED BY A CALIFORNIA REGISTERED CIVIL ENGINEER OR AN INDEPENDENT INSPECTION AGENCY.

**SHEET INDEX**

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C-3-1	SITE SECTIONS
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C-10	CITY STANDARD DETAILS
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PACIFIC AFFILIATES CONSULTING ENGINEERS

JOHNSON RESIDENCE 1321 TERESA VISTA COURT REDWOOD CITY, CA 94061

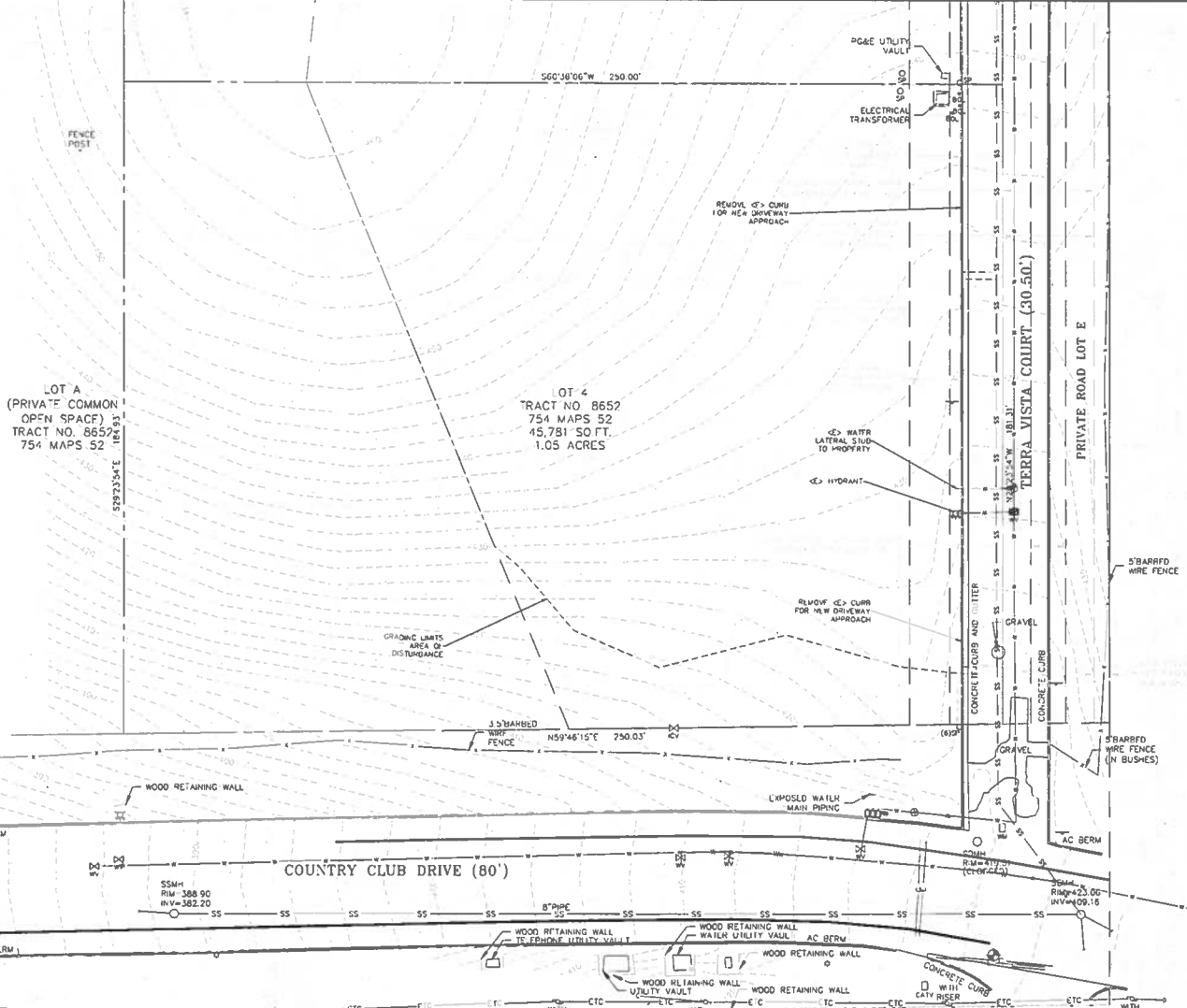
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SHEET NUMBER: G-1

JOB NUMBER: 25-3441

REVISIONS: [ ] BY: [ ]

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**EXISTING SITE & DEMOLITION PLAN**  
SCALE: 1"=15'

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PLAN CONTROL FOR CONSTRUCTION BY CHANGE OF RECORD ON SCOUTLINE

REVISIONS	BY

**EXISTING SITE & DEMOLITION PLAN**

**JOHNSON RESIDENCE**  
131 TERRA VISTA COURT  
MARTIN, CA

DATE: DECEMBER 18, 2025  
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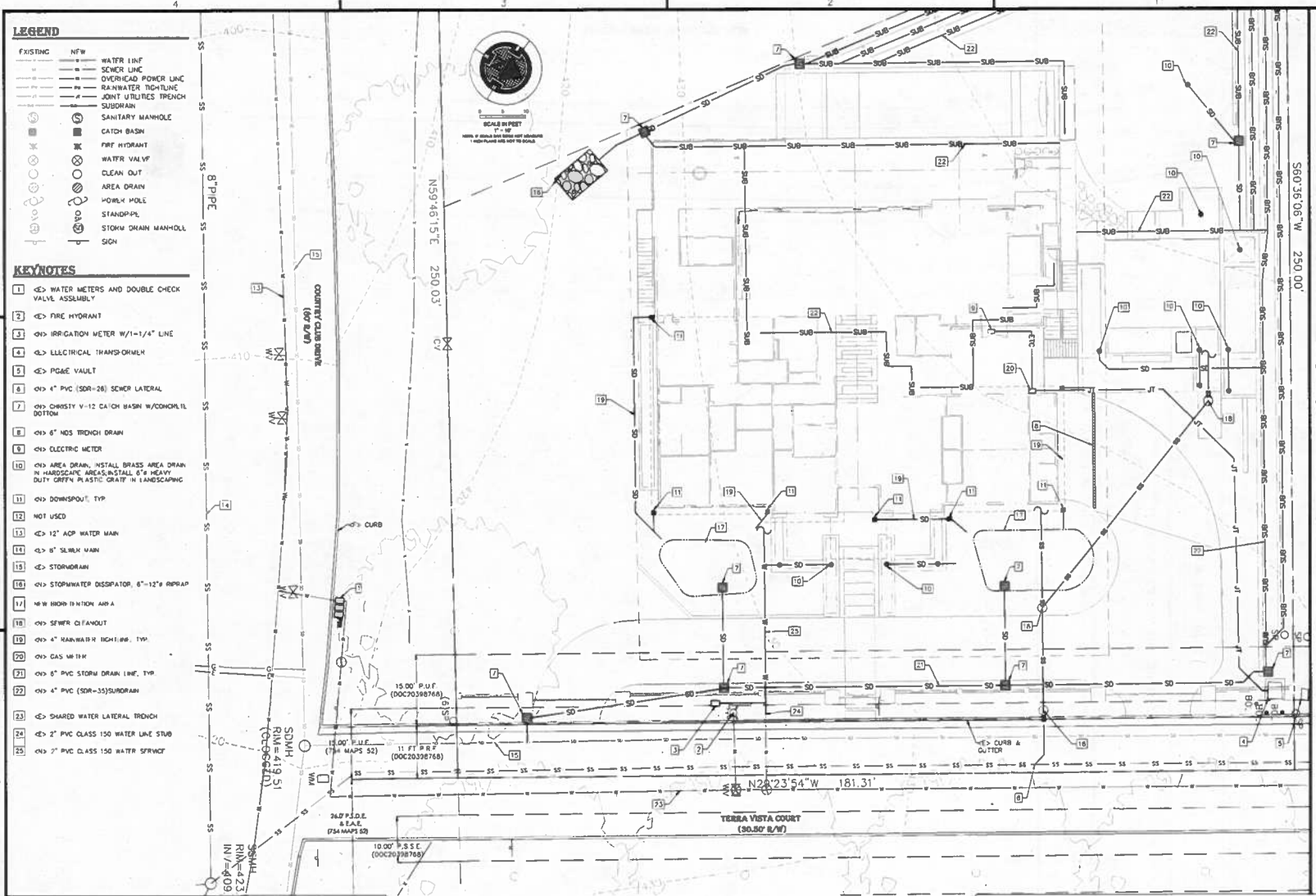
**PACIFIC AFFILIATES**  
REGISTERED PROFESSIONAL ENGINEER  
288 1/2 STREET, EUREKA, CA 95501  
TEL: (707) 446-3801 FAX: (707) 446-2003

**LEGEND**

- |          |     |                        |
|----------|-----|------------------------|
| EXISTING | NFW | WATER LINF             |
|          |     | SEWER LINF             |
|          |     | OVERHEAD POWER LINF    |
|          |     | RAINWATER TIGHT LINF   |
|          |     | JOINT UTILITIES TRENCH |
|          |     | SUBDRAIN               |
|          |     | SANITARY MANHOLE       |
|          |     | CATCH BASIN            |
|          |     | FIRE HYDRANT           |
|          |     | WATER VALVF            |
|          |     | CLEAN OUT              |
|          |     | AREA DRAIN             |
|          |     | WORK HOLE              |
|          |     | STANDOFF               |
|          |     | STORM DRAIN MANHOLE    |
|          |     | SIGN                   |

**KEYNOTES**

- 1 WATER METERS AND DOUBLE CHECK VALVE ASSEMBLY
- 2 FIRE HYDRANT
- 3 IRRIGATION METER W/1-1/4" LINF
- 4 ELECTRICAL TRANSFORMER
- 5 PG&E VAULT
- 6 4" PVC (SDR-26) SEWER LATERAL
- 7 CHRISTY V-12 CA CH BASIN W/CHOKHIL BOTTOM
- 8 6" NOS TRENCH DRAIN
- 9 ELECTRIC METER
- 10 AREA DRAIN, INSTALL BRASS AREA DRAIN IN LANDSCAPE AREAS, INSTALL 6" HEAVY DUTY GREEN PLASTIC GRATE IN LANDSCAPING
- 11 DOWNSPOUT, TYP
- 12 NOT USED
- 13 12" ACP WATER MAIN
- 14 6" SULKY MAIN
- 15 STORMDRAIN
- 16 STOPWATER DESSIPATOR, 6"-12" RIRAP
- 17 NEW HOOD IN TRENCH AREA
- 18 SEWER CLEANOUT
- 19 4" MAINWATER RIGHT OFF, TYP
- 20 GAS METER
- 21 6" PVC STORM DRAIN LINF, TYP
- 22 4" PVC (SDR-35) SUBDRAIN
- 23 SHARED WATER LATERAL TRENCH
- 24 2" PVC CLASS 150 WATER LINF STUB
- 25 2" PVC CLASS 150 WATER SFRVCF



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**UTILITY PLAN**  
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 JOB NUMBER: 25-3441

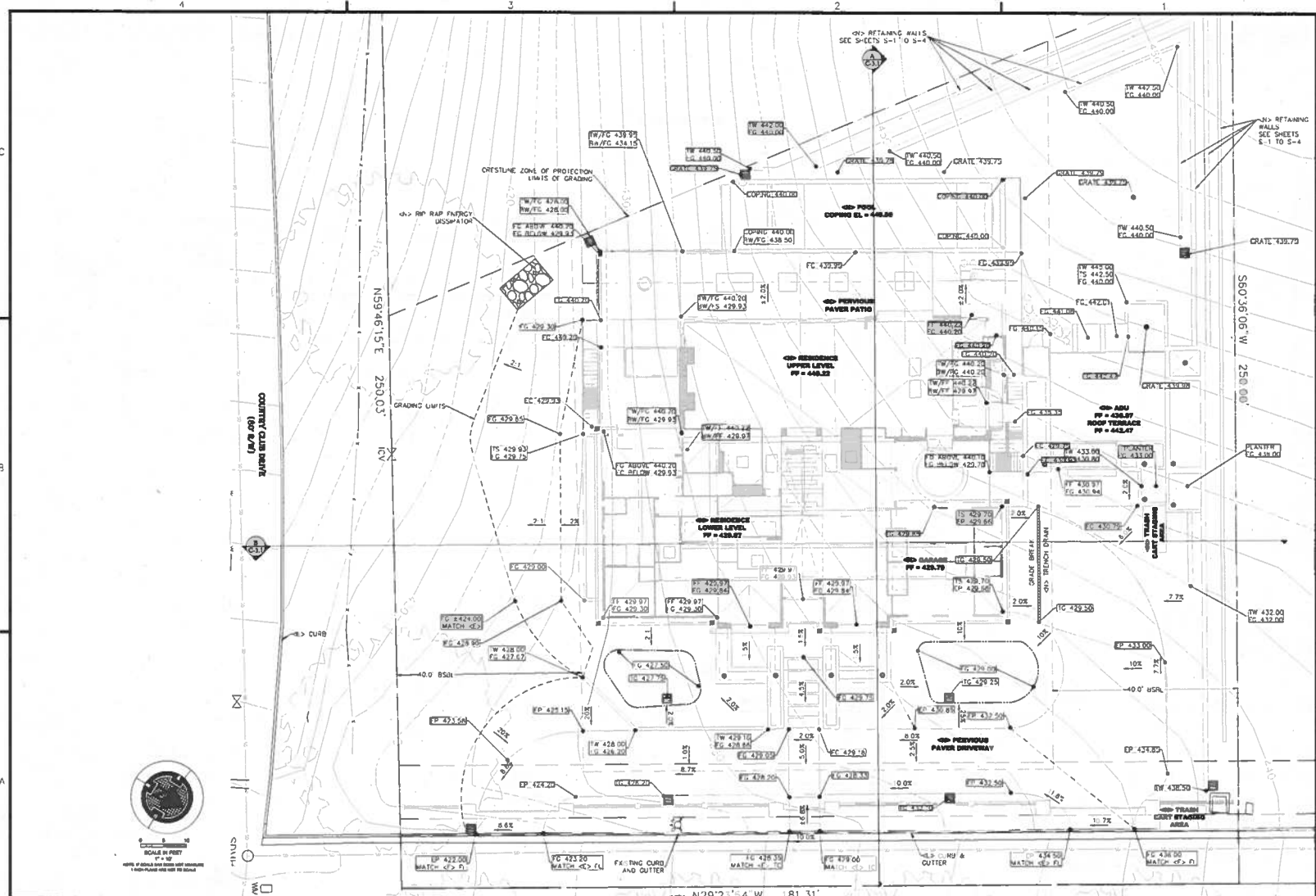
**PACIFIC AFFILIATES**  
 CONSULTING ENGINEERS  
 1000 S. GARDEN AVENUE, SUITE 100  
 ANAHEIM, CA 92805  
 TEL: (714) 944-1800 FAX: (714) 944-1809



**UTILITY PLAN**

JOHNSON RESIDENCE  
 1321 TERRA VISTA COURT  
 ANAHEIM, CA

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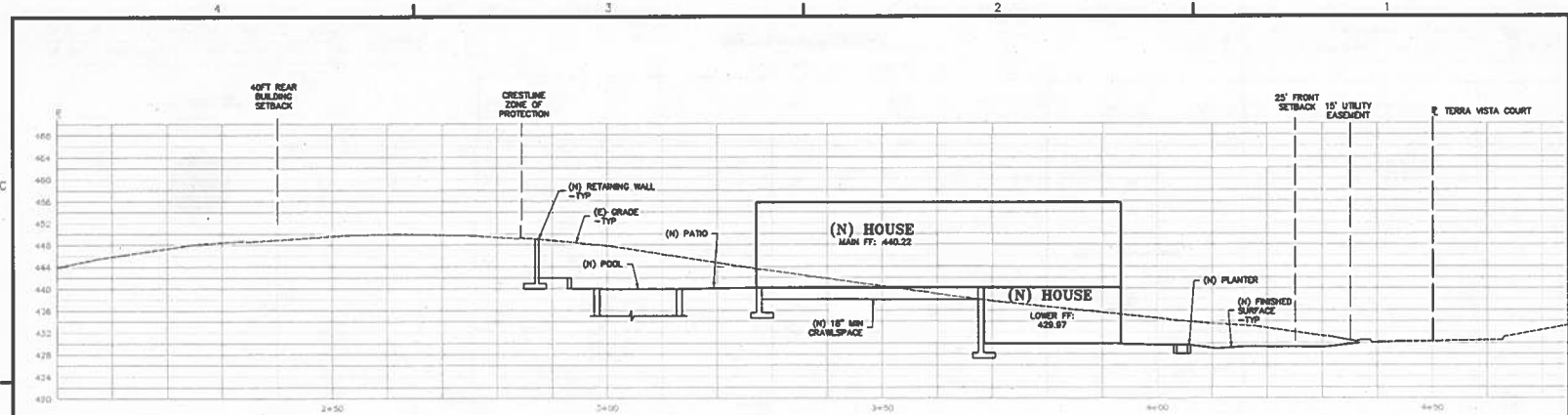
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JOB NUMBER: 25-3441

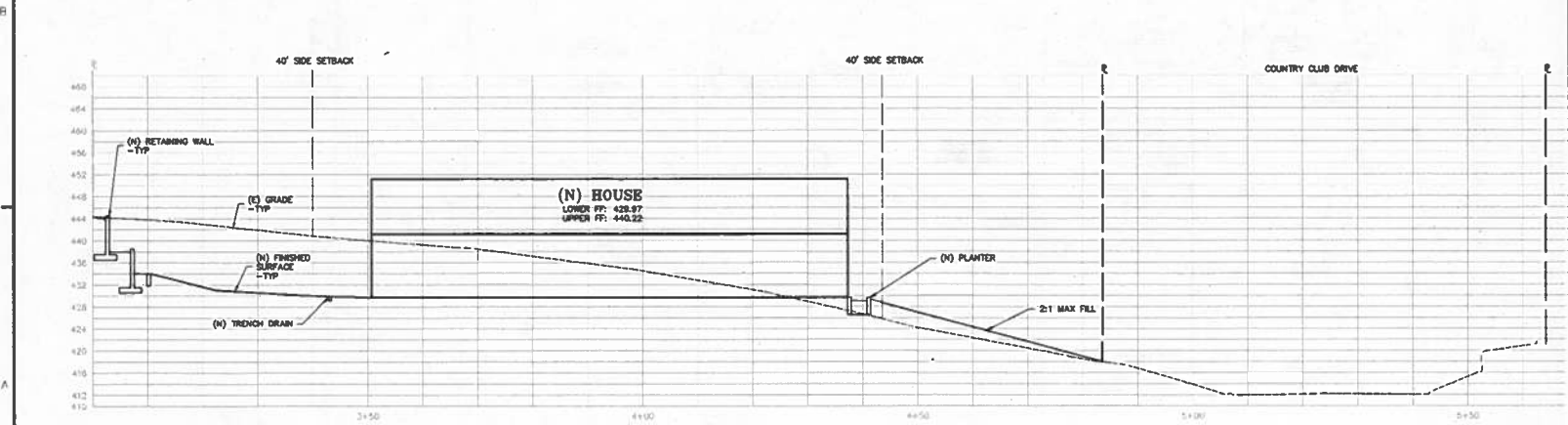
**PACIFIC AFFILIATES**  
 P. A. C. A.  
 208 W. 17th STREET, SUITE 200, SAN ANTONIO, TX 78207  
 TEL: (214) 444-3801 FAX: (214) 444-3800

JOHNSON RESIDENCE  
 1321 1321  
 TERESA VERA COURT  
 HUNTINGTON BEACH, CA

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**SECTION A-A**  
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**SECTION B-B**  
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REVISIONS	BY

SIGNATURE

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PROJECT: \_\_\_\_\_

SHEET NUMBER: **C-3.1**

JOB NUMBER: 25-3441

DATE: OCTOBER 18, 2025  
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JOB NUMBER: 25-3441



JOHNSON RESIDENCE  
1321 TERRA VISTA COURT  
MILPITAS, CA

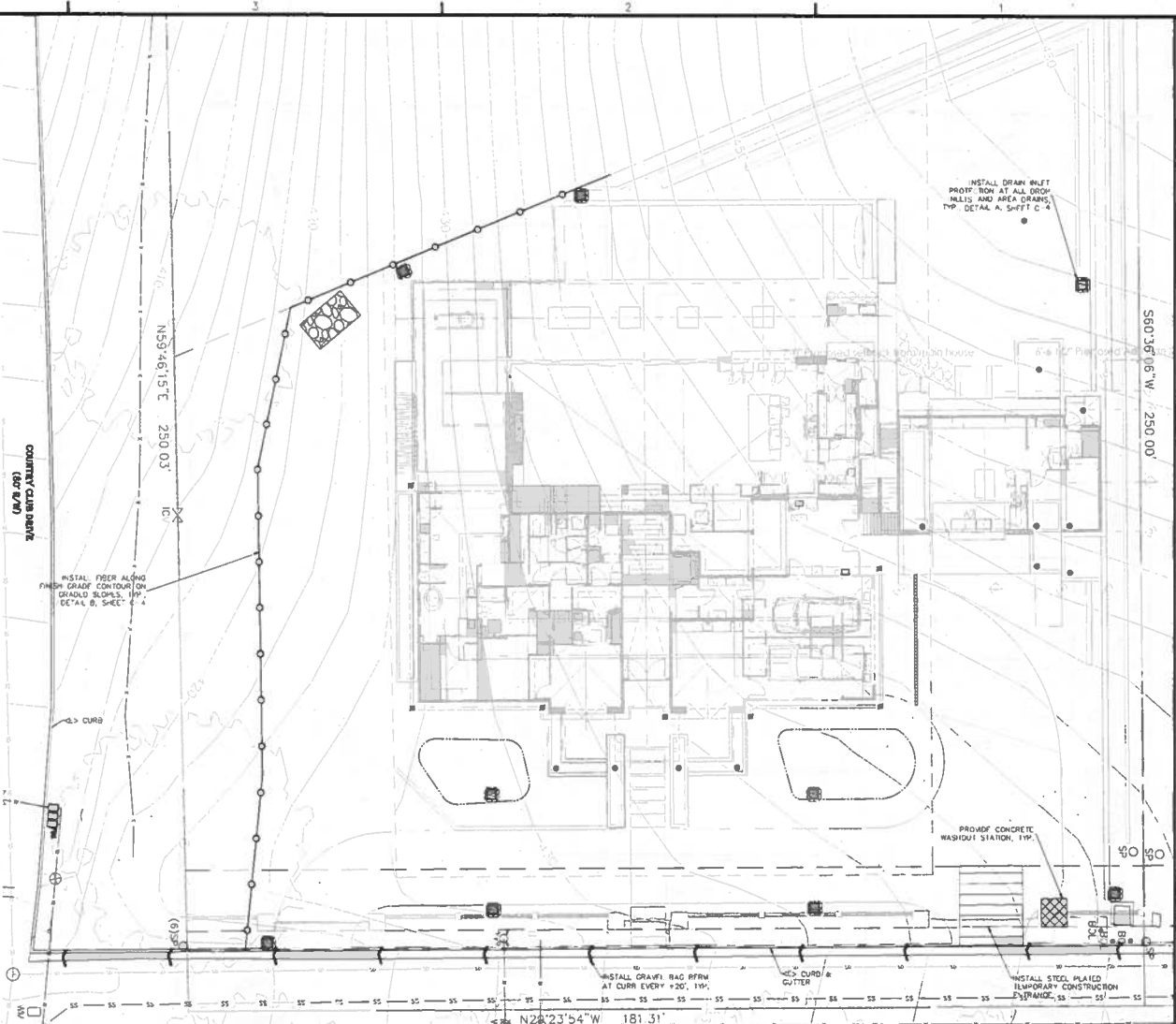
SITE SECTIONS

PACIFIC AFFILIATES  
CIVIL ENGINEERS  
28411 STREET, SUITE 200, MILPITAS, CA 95035  
TEL: (971) 448-1801 FAX: (971) 448-1803

REGISTERED PROFESSIONAL ENGINEER  
No. 10157  
State of California  
Civil Engineering

**LEGEND**

-  FIBER ROLL
-  DRAIN INLET PROTECTION
-  GRAVEL R40 RFRW AT CURB FLOW LINE



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**EROSION CONTROL PLAN**  
SCALE: 1"= 10'

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REVISIONS	BY

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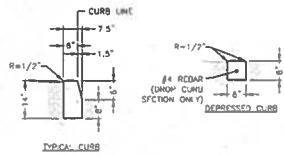
**JOHNSON RESIDENCE**  
 1321 TERESA VISTA COURT  
 MILPITAS, CA

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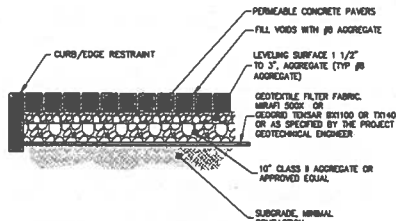
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JOB NUMBER  
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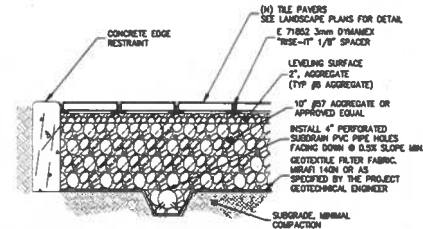




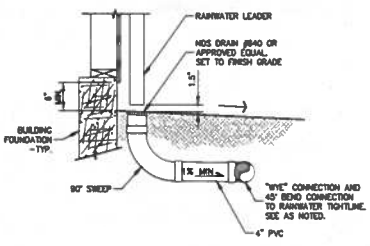
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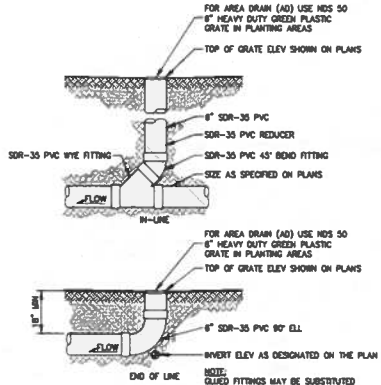
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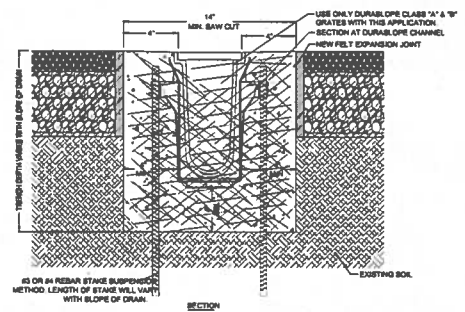
**C PERVIOUS TILE PAVERS STRUCTURAL SECTION**  
SCALE: N.T.S.



**D DOWNSPOUT TIGHTLINE**  
SCALE: N.T.S.



**E AREA DRAIN**  
SCALE: N.T.S.



**F TRENCH DRAIN**  
SCALE: N.T.S.

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REVISIONS	BY

SCAFFIATE

PLANS PREPARED FOR CONSTRUCTION BY ENGINEER OF RECORD OF:

PACIFIC AFFILIATES  
CONSULTING ENGINEERS  
1311 TERRA VISTA COURT  
SHERMAN, CALIFORNIA 94701-4446-3003  
TEL: (916) 485-2800 FAX: (916) 485-2801

CIVIL DETAILS

JOHNSON RESIDENCE  
1311 TERRA VISTA COURT  
SHERMAN, CA

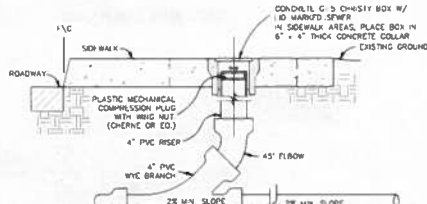
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SHEET NUMBER  
**C-6**

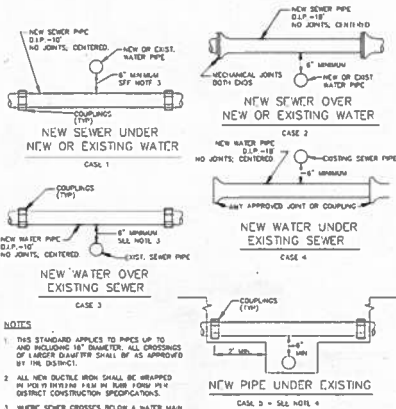
JOB NUMBER  
25-3441

**NOTES:**

1. THE SEWER SERVICE LATERAL SHALL BE OF SUFFICIENT DEPTH TO ACCURATELY SERVE THE BUILDING SITE, AND IN NO CASE SHALL BE LESS THAN 3 FT. IN DEPTH AT THE BACK OF THE P.U.E. UNLESS OTHERWISE AUTHORIZED BY THE DISTRICT.
2. WHERE PROBLEMS ARE ENCOUNTERED IN PROVIDING SEWER SERVICE TO A OPEN BUILDING SITE, THE LATERAL SERVICE AT THE BACK OF THE P.U.E. SHALL BE STAYED BY THE OWNER'S ENGINEER.
3. WHERE SERVICE LATERAL IS LOCATED BY DRIVEWAY APPROACH, THE CLEARANCE IS TO BE LOCATED BY HAVING APPROACH.
4. MINIMUM 2% EXCEPT WHERE A VARIATION IS SPECIFICALLY APPROVED BY THE DISTRICT.



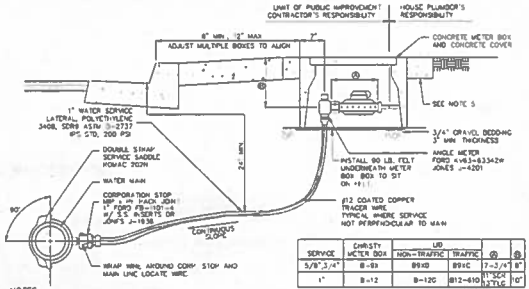
**A GRAVITY SEWER CLEANOUT**  
NOT TO SCALE



**NOTES:**

1. THIS STANDARD APPLIES TO PIPES UP TO AND INCLUDING 16" DIAMETER. ALL DIMENSIONS OF LARGER DIAMETER SHALL BE AS APPROVED BY THE DISTRICT.
2. ALL NEW DUCTILE IRON SHALL BE WRAPPED IN 100% BITUMEN ASUM IN ACCORDANCE WITH DISTRICT CONSTRUCTION SPECIFICATIONS.
3. WHERE SEWER CROSSES BELOW A WATER MAIN, WITH 1" OR MORE OF VERTICAL CLEARANCE, NO SPECIAL INSTALLATION IS REQUIRED.
4. WHEN PIPE UNDER EXISTING-CASE 5 SHALL BE USED WHEN THE EXISTING PIPE HAS A JOINT END OR WITHIN 2' OF THE NEW TRENCH.
5. ANY PIPE CROSSING WITHIN LESS THAN 6" VERTICAL CLEARANCE SHALL NOT BE INSTALLED WITHOUT APPROVAL OF THE DISTRICT.
6. WATER MAIN LOWERING PER STD. DETAIL.
7. SEE DISTRICT'S APPROVED LIST FOR APPROVED COUPLINGS.

**D PIPE CROSSING DETAIL**  
NOT TO SCALE



**NOTES:**

1. WATER SERVICE SIZES RELY ON METRIC SIZE UNLESS OTHERWISE SPECIFIED ON PLANS PROVIDED FOR 1" METER INSTALLATION FOR SHORT FRAMES-RESIDENTIAL AND OFFICE COMMERCIAL INSTALLS.
2. INSTALL 1" METER FOR DUAL USES, DUPLEX SECOND UNITS AND LARGER COMMERCIAL OFFICES.
3. METERS PROVIDED AND SET BY DISTRICT AT DEVELOPER'S EXPENSE.
4. COMPANY JOBS/FORD USE DESIGNATION FOR METERS GREATER THAN 3/4".
5. REFER TO SIDEWALK DETAILS FOR THE INCH METERS A 4" THICK BY 6" DEEP WITH CONCRETE PAD SHALL BE INSTALLED.

**1" DOMESTIC WATER SERVICE**

**DOUBLE SERVICE**

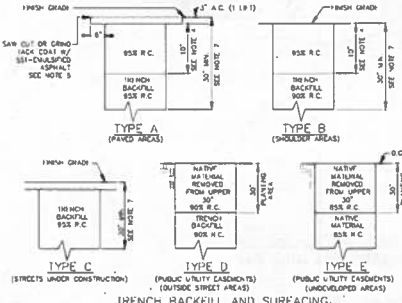
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NOT TO SCALE

**1. MATERIAL SPECIFICATIONS:**

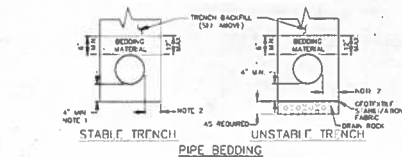
1. BEDDING MATERIAL:
  - A) PEA GRAVEL- CONFORMING TO CALTRANS SECTION 68-1.023. PRIMAIRY MATERIAL, CLASS 1, 1 1/2" IN.
  - B) CL 7 A8- CONFORMING TO CALTRANS SECTION 76-1.02A, CLASS 2 AGGREGATE BASE, 3/4" MAX. SIZE.
  - C) PENICULAR- CONFORMING TO CALTRANS SECTION 68-1.023 CLASS 2 PENICULAR MATERIAL.
2. AGGREGATE BASE:
  - A) CL 7 A8- CONFORMING TO CALTRANS SECTION 76-1.02A, CLASS 2 PENICULAR MATERIAL.
3. DRAIN ROOF:
  - A) 1/2" JO 3 ROCK- SHALL BE A 1/2" THICK ROOF OF THE NOMINAL SIZE DESIGNATED AS 1" TO 2".
4. CARBON ROCK:
  - A) CARBON ROCK- SHALL BE A WASHED OR NON-WASHED ROOF OF THE NOMINAL SIZE DESIGNATED AS 1" TO 2".
5. NATIVE MATERIAL:
  - A) NATIVE MATERIAL- NATIVE MATERIAL USED AS BACKFILL SHALL BE FREE OF ORGANIC MATTER, FROZE OR OTHER UNSATISFACTORY MATERIALS, STONES OR LUMPS GREATER THAN OR EXCEEDING 3" IN GREATEST DIMENSION.
6. SHALE MATERIAL:
  - A) SHALE MATERIAL- SMALL MATERIAL SHALL MEET THE QUALITY REQUIREMENTS FOR CL 2 A8 AND CONTAIN ENOUGH FINE MATERIAL TO BE ABLE TO BE COMPACTED TO 95% R.C. IN A MOST SUSTAINABLE M-FIELD.

**2. COMPACTION REQUIREMENTS:**

1. BEDDING MATERIAL:
  - A) PEA GRAVEL SHALL EITHER BE HAND TAMPED UNDER AND AT THE SIDES OF THE PIPES IN UP TO 10% GALLERIES THAN 6" OR SHAPED AND COMPACTED PRIOR TO PIPE INSTALLATION.
  - B) CL 2 A8 SHALL MEET THE ABOVE REQUIREMENTS AND SHALL ADDITIONALLY BE COMPACTED UNDER THE PIPE TO 95% R.C. AND UP TO THE SPRING LINE OF THE PIPE TO 95% R.C. IN TWO SUFFICIENT LIFTS RESULTING IN A FIRM UNWINDING BEDDING TRENCH. J-TING SHALL NOT BE ALLOWED.
2. AGGREGATE BASE:
  - A) AGGREGATE BASE SHALL BE COMPACTED WITH MECHANICAL HAND OPERATED, OR EQUIPMENT MOUNTED OR TOWED METHODS TO ACHIEVE THE REQUIRED COMPACTION. IN ANY EVENT, COMPACTION METHODS SHALL NOT DAMAGE THE PIPE. EXCEED THE LOADING CAPACITY OF THE PIPE OR RESULT IN A CHANGE TO THE DESIGN PIPE SLOPE REQUIRED OR DEFLECTION UNITS. EXCESSIVE SHALL NOT BE ALLOWED.
3. DRAIN ROOF:
  - A) DRAIN ROCK SHALL BE CONSOLIDATED WITH A SURFACE VIBRATOR.
4. SHALE MATERIAL:
  - A) SHALE SHALL MEET THE COMPACTION REQUIREMENTS FOR CL 2 A8.
  - B) NATIVE MATERIAL COMPACTED TO 95% R.C. SHALL MEET THE COMPACTION REQUIREMENTS OF CL 2 A8 NATIVE MATERIAL COMPACTED TO LESS THAN 95% R.C. MAY BE COMPACTED BY WHEEL ROLLING.



**TRENCH BACKFILL AND SURFACING:**



**E TYPICAL TRENCH DETAILS**  
NOT TO SCALE

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**REVISIONS**

NO.	DATE	DESCRIPTION	BY

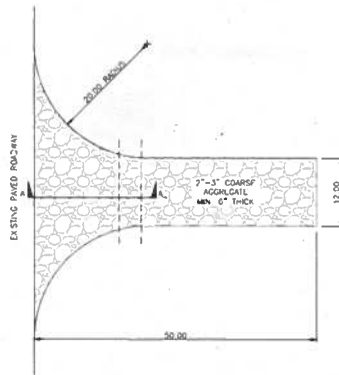
**PACIFIC AFFILIATES**  
CORPORATION  
1211 STREET BUREKA, CA 94801  
TEL: (916) 486-8000 FAX: (916) 486-8000

**JOHNSON RESIDENCE**  
1371 TIBERA VISTA COURT  
MARTINEZ, CA

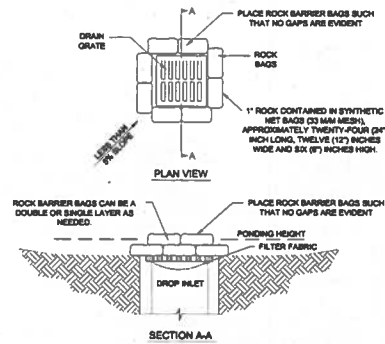
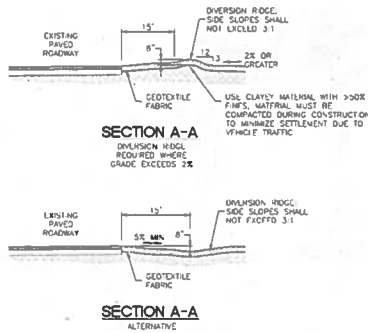
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**DATE:** DECEMBER 10, 2025  
**SCALE:** AS NOTED  
**SHEET NUMBER:** C-7  
**JOB NUMBER:** 25-3441

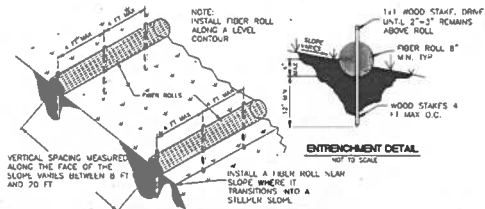
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**A STABILIZED CONSTRUCTION EXIT**  
SCALE: AS NOTED



**B DROP INLET PROTECTION**  
SCALE: AS NOTED



**C TYPICAL FIBER ROLL INSTALLATION**  
N.T.S.

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INCORPORATED  
20811 STREET, SUITE 200, CA 95061  
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**PA**

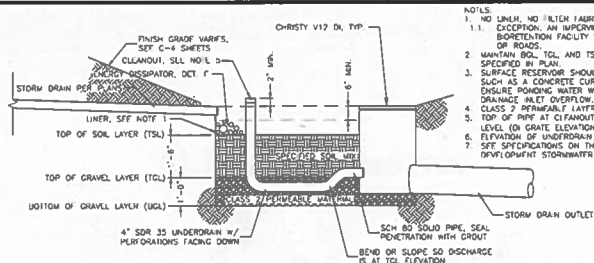
EROSION CONTROL DETAILS

JOHNSON RESIDENCE  
1331 TIBBIA VIEW COURT  
MIRAMonte, CA

Date: DECEMBER 19, 2025  
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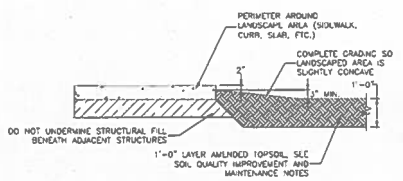
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**C-8**

JOB NUMBER  
25-3441



**A BIORETENTION FACILITY**  
NOT TO SCALE

- NOTES:**
- NO LINER, NO FILTER FABRIC, NO LANDSCAPE CLOTH. EXCEPT, AN IMPERVIOUS LINER SHALL BE INSTALLED ON THE SIDES OF THE BIORETENTION FACILITY WHERE IT IS WITHIN TEN FEET OF STRUCTURES, SIDEWALKS OR ROADS.
  - MAINTAIN 8" MIN. TOL. AND TSL THROUGHOUT FACILITY AREA AT ELEVATIONS TO BE SPECIFIED BY PLAN.
  - SURFACE RESERVOIR SHOULD BE LEVEL AND CIRCUMSCRIBED BY A RIGID BOUNDARY, SUCH AS A CONCRETE CURB, MASONRY OR LANDSCAPE TAPER. CONSTRUCTION SHALL ENSURE PONDING WATER WILL NOT OVERTOP BOUNDARY, BUT WILL BE DIRECTED TO DRAINAGE INLET OVERFLOW.
  - CLASS 2 PERMEABLE LAYER MAY EXTEND BELOW AND UNDERNEATH DROP INLET.
  - TOP OF PIPE AT CLEANOUT SHALL BE A MINIMUM OF TWO INCHES ABOVE OVERTFLOW LEVEL (OR GRATE ELEVATION). PROVIDE A SWEEP ELBOW AT BEND.
  - ELEVATION OF UNDERDRAIN DISCHARGE IS AT TOP OF GRAVEL LAYER.
  - SEE SPECIFICATIONS ON THIS SHEET AND SECTION 4 OF HANDBOOK LOW IMPACT DEVELOPMENT STORMWATER MANUAL FOR ADDITIONAL INFORMATION.



**B SOIL IMPROVEMENT AREA GRADING**  
NOT TO SCALE

**SOIL QUALITY IMPROVEMENT AND MAINTENANCE**

IN AREAS SUBJECT TO GRADING/CLEANING NOT COVERED BY IMPERVIOUS SURFACE CLOTH/AMEND PREVIOUS AREAS WITH A 12" LAYER OF TOPSOIL. SOIL QUALITY IMPROVEMENT OPTIONS INCLUDE THE FOLLOWING:

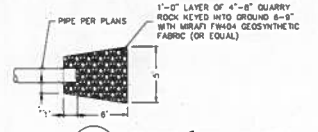
**OPTION 1:** LEAVE NATIVE VEGETATION AND SOIL UNDISTURBED AND PROTECT FROM COMPACTION DURING CONSTRUCTION. ONLY AREAS OF THE SITE THAT WILL NOT BE STUMPED, LOGGED, GRADED, OR DRIVEN ON, AND FENCE OFF THOSE AREAS TO PREVENT IMPACTS DURING CONSTRUCTION. IF NEITHER SOILS NOR VEGETATION ARE DISTURBED, THESE AREAS DO NOT REQUIRE AMENDMENT.

**OPTION 2:** AMEND EXISTING SITE TOPSOIL OR SUBSOIL SCARCITY OR TILL SUBSPACE TO 8 INCH DEPTH (OR TO DEPTH NEEDED TO ACHIEVE A TOTAL DEPTH OF 12 INCHES OF AM COMPACTED SOIL AFTER CALCULATED AMOUNT OF AMENDMENT IS ADDED). ENTIRE SURFACE SHOULD BE DISTURBED BY SCARIFICATION. AMEND SOIL TO MEET DESIRED ORGANIC CONTENT.

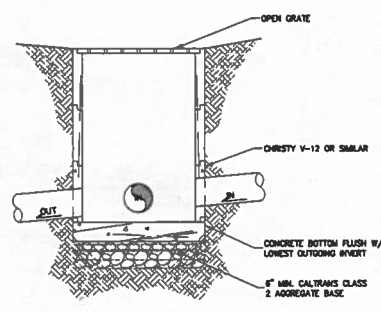
**OPTION 3:** STOCKPILE EXISTING TOPSOIL DURING GRADING. REPLACE TOPSOIL BEFORE PLANTING. STOCKPILE AND COVER SOIL WITH WEED BARRIER MATERIAL THAT SPEEDS MOISTURE RET. ALLOW AIR TRANSMISSION. REPLACE STOCKPILED TOPSOIL PRIOR TO PLANTING AND ENSURE THAT REPLACED SOIL PLUS ADDITIONAL COMPOST AS NEEDED WILL AMOUNT TO AT LEAST 12 INCHES OF DEPTH.

COMPOST/AMENDMENT SHALL BE MATURE, STABLE, WEED FREE, AND PRODUCED BY AEROBIC DECOMPOSITION OF ORGANIC MATERIAL.

DURING PLACEMENT OF AMENDED SOIL, DO NOT UNDERMINE STRUCTURAL FILL, BENCH/ADJACENT STRUCTURES (BUILDINGS, SIDEWALKS, ASPHALT PAVEMENT, ETC.)



**C ENERGY DISSIPATER**  
NOT TO SCALE



**D CHRISTY V12 DRAIN BOX**  
SCALE N.T.S.

**BIORETENTION FACILITY SOILS SPECIFICATIONS**

**GRAVEL LAYER**  
THE GRAVEL LAYER USED IN THE BIORETENTION FACILITY MUST CONSIST OF CLASS 2 PERMEABLE MATERIAL, AS SPECIFIED IN THE STATE OF CALIFORNIA'S BUSINESS, TRANSPORTATION AND HOUSING AGENCY, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS 2010, MANUAL.

THE SPECIFIC SECTION, SUBSURFACE DRAINS, SEC. 68, OF THE MANUAL IS USED BECAUSE IT OFFERS SPECIFIC SPECIFICATIONS FOR SUBSURFACE DRAINS. IN ADDITION TO THE STANDARDIZED PERMEABLE LAYER, A MEMBRANE LAYER OF FINE GRAVEL OR OTHER INTERMEDIATE-SIZED MATERIAL IS RECOMMENDED AT THE TOP OF THE GRAVEL LAYER TO PREVENT FINES FROM THE SOIL/COMPOST LAYER FROM MOVING DOWNWARD INTO THE GRAVEL LAYER.

**68-2.02F (1) GENERAL:**  
PERMEABLE MATERIAL FOR USE IN BACKFILLING TRENCHES UNDER, AROUND, AND OVER UNDERDRAINS MUST CONSIST OF HARD, DURABLE, CLEAN SAND, GRAVEL OR CRUSHED STONE AND MUST BE FREE FROM ORGANIC MATERIAL, CLAY BALLS, OR OTHER COHESIVE SUBSTANCES. PERMEABLE MATERIAL MUST HAVE A DURABILITY INDEX OF NOT LESS THAN 40.

**68-2.02F (3) CLASS 2 PERMEABLE MATERIAL:**  
THE PERCENTAGE COMPOSITION BY WEIGHT OF CLASS 2 PERMEABLE MATERIAL IN PLACE MUST COMPLY WITH THE GRADING REQUIREMENTS SHOWN IN THE FOLLOWING TABLE.

CLASS 2 PERMEABLE MATERIAL GRADING REQUIREMENTS:

SAND, SHALES, SILT, CLAY, PASSING...	PERCENT
100	100
3/4"	80-100
3/8"	40-100
NO. 4	25-40
NO. 10	10-35
NO. 20	5-15
NO. 40	0-5
NO. 200	0-2

CLASS 2 PERMEABLE MATERIAL MUST HAVE A SAND EQUIVALENT VALUE OF NOT LESS THAN 70 CALTRANS SPECIFICATION 68-2.02F(3) IS RECOMMENDED.

**SOIL LAYER**  
A MIXTURE OF SAND (60%-100%) AND COMPOST (40%-100%) SHOULD BE USED. THE MIXTURE MUST HAVE THE ABILITY TO SUSTAIN A MINIMUM INFILTRATION RATE OF 2 INCHES PER HOUR THROUGHOUT THE LIFE OF THE PROJECT. LABORATORY TEST RESULTS FOR SAND AND COMPOST MUST BE PROVIDED PRIOR TO INSTALLATION TO ENSURE COMPLIANCE WITH HANDBOOK LOW IMPACT DEVELOPMENT STORMWATER MANUAL REQUIREMENTS.

**SAND**  
SAND MUST MEET THE SPECIFICATIONS OF AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) C33.

**COMPOST:**  
COMPOST SHALL BE A WELL-DECOMPOSED, STABLE, WEED-FREE ORGANIC MATTER SOURCE DERIVED FROM WASTE MATERIALS INCLUDING HARD WOODS, WOOD WASTES OR OTHER ORGANIC MATERIALS NOT INCLUDING MANURE OR BIOSOLIDS, AND SHALL MEET THE STANDARDS DEVELOPED BY THE U.S. COMPOSTING COUNCIL (USCC). THE PRODUCT SHALL BE CERTIFIED THROUGH THE USCC STATE OF TESTING ASSURANCE (STA) PROGRAM (A COMPOST TESTING AND INFORMATION DISCLOSURE PROGRAM).

**COMPOST QUALITY ANALYSIS:**  
BEFORE DELIVERY OF THE SOIL, THE SUPPLIER SHALL SUBMIT A COPY OF THE LAB ANALYSIS PERFORMED BY A LABORATORY THAT IS ENROLLED IN THE USCC'S COMPOST ANALYSIS PROFICIENCY (CAP) PROGRAM AND USING APPROVED TEST METHODS FOR THE EVALUATION OF COMPOSTING AND COMPOST (TRC02). THE LAB REPORT SHALL VERIFY THAT THE COMPOST PARAMETERS ARE WITHIN THE LIMITS SPECIFIED BELOW.

PARAMETER	RANGE	REPORTED AS (UNITS)
ORGANIC MATTER CONTENT	15-75	% DRY WEIGHT BASIS
CEH/TON TO 10000 BTU/TON	15:1 TO 25:1	RATIO
MATURITY (SEED EMERGENCE AND SODIUM WORK)	>80	AVERAGE % OF CONTROL
STRENGTH (CBR, UNWEIGHTED RATE)	<8	MPA CB, %/CM UNIFORM/DAY
SOLUBLE SALTS (SALINITY)	<6.0	MG/CM
PH	6.5 - 8.0	UNITS
PAVEMENT'S CONTENT	PASS	PASS/FAIL US PPA CLASS 2 STANDARD, 40 CFR § 503.13, TABLES 1 AND 2
PATHOGENS	PASS	PASS/FAIL US EPA CLASS 2 STANDARD, 40 CFR § 503.2(a) LEVELS
FECAL COLIFORM	PASS	PASS/FAIL US EPA CLASS 2 STANDARD, 40 CFR § 503.2(a) LEVELS
SALMONELLA	PASS	PASS/FAIL US EPA CLASS 2 STANDARD, 40 CFR § 503.2(a) LEVELS
NUTRIENT CONTENT (PROVIDE ANALYSIS, INCLUDING):		
TOTAL NITROGEN (N)	<60	PPM
CALCIUM (CA)	FOR INFORMATION ONLY	%
POTASSIUM (K)	FOR INFORMATION ONLY	%
MAGNESIUM (MG)	FOR INFORMATION ONLY	%
SULFUR (S)	FOR INFORMATION ONLY	%

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1321 TERRA VISTA COURT  
REDWOOD CITY, CA 94061  
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DRAINAGE DETAILS

JOHNSON RESIDENCE  
1321 TERRA VISTA COURT  
REDWOOD CITY, CA

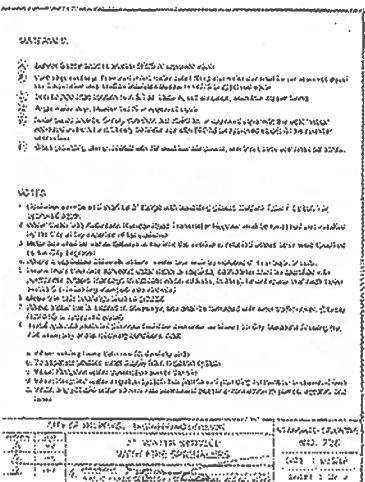
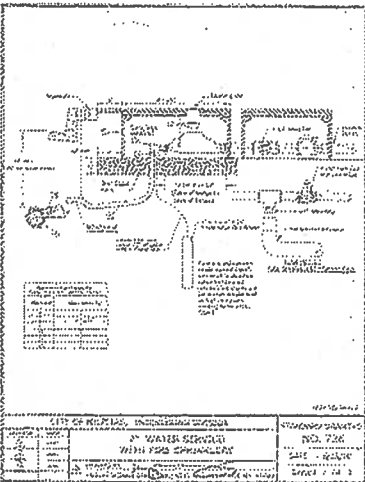
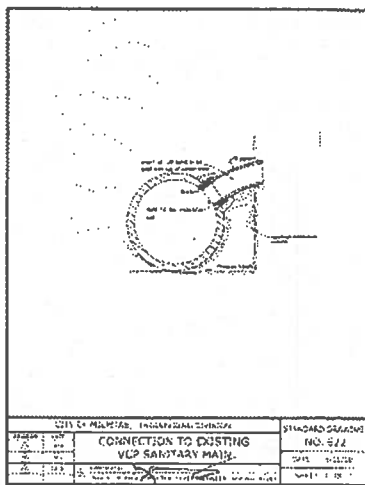
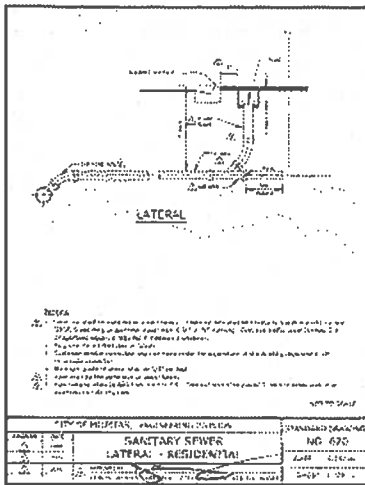
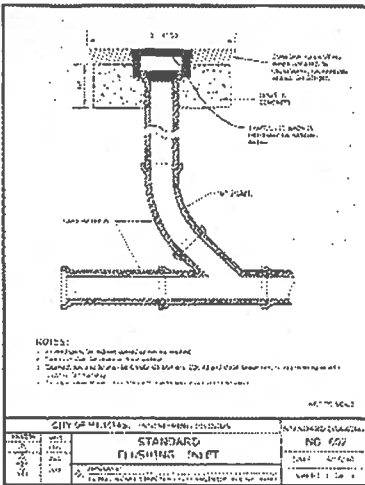
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SHEET NUMBER  
**C-9**

JOB NUMBER  
25-3441

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PLEASE CONTACT THE CONTRACTOR BY NUMBER OF RECORD ON

DATE

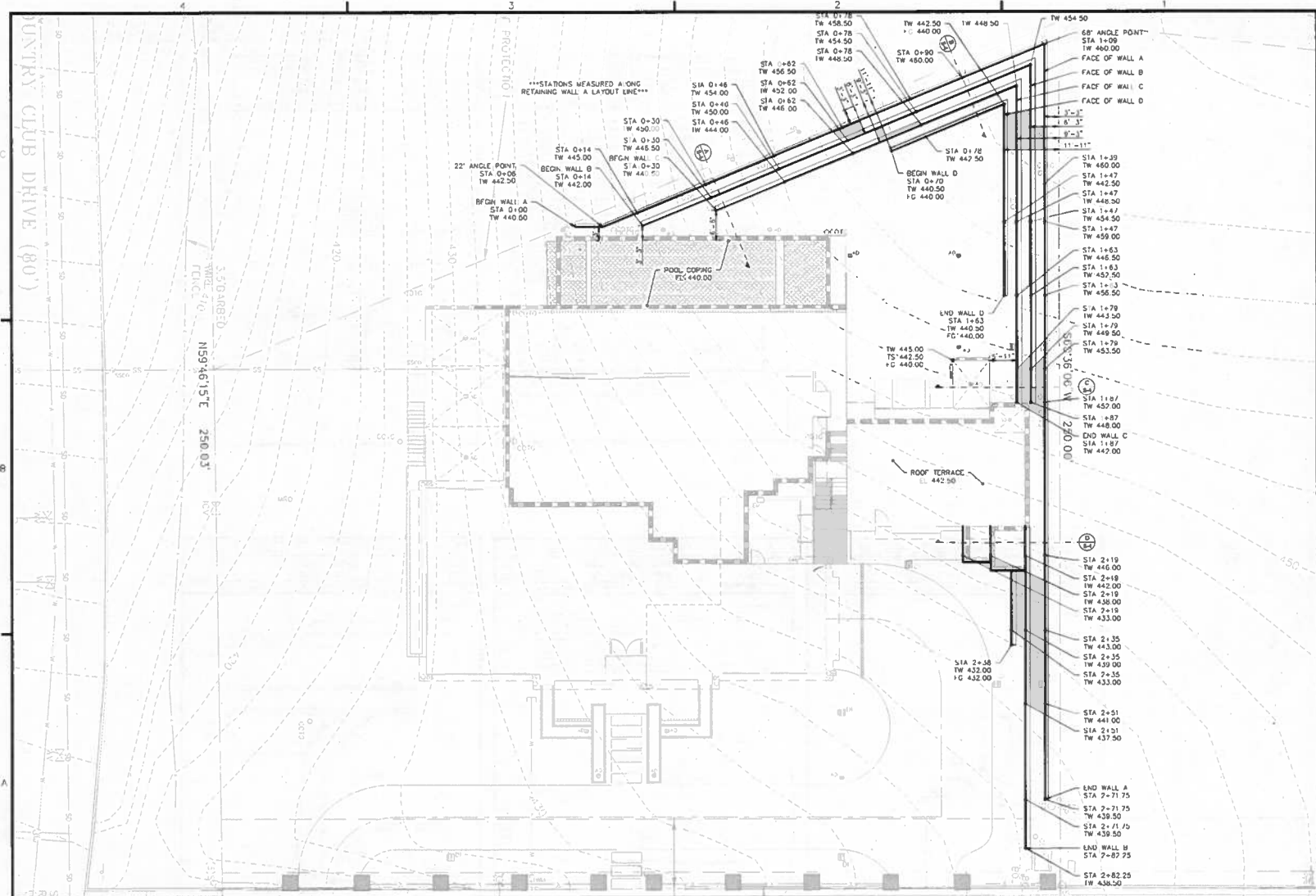
REVISION	BY

CITY STANDARD DETAILS

JOHNSON RESIDENCE  
1331 TERRA VISTA COURT  
MONTICELLO, VA

DATE: DECEMBER 19, 2025  
SCALE: AS NOTED  
SHEET NUMBER: C-10  
JOB NUMBER: 25-3441

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**RETAINING WALL PLAN**  
SCALE: 1"=10'-0"

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CIVIL ENGINEERING  
STATE OF CALIFORNIA  
NO. 10000

RETAINING WALL PLAN

JOHNSON RESIDENCE  
1321 TERESA VISTA COURT  
MILPITAS, CA

Date: DECEMBER 19, 2025  
Scale: Drawn by: AS NOTED, NM

SHEET NUMBER  
**S-1**

JOB NUMBER  
25-3441





## CITY OF MILPITAS AGENDA REPORT (AR)

<b>Item Title:</b>	<b>Adopt Resolutions to Approve the Fiscal Year 2026-27 Proposed Operating Budget for the City of Milpitas and the Milpitas Housing Authority, Approve the Fiscal Year 2026-27 GANN Appropriations Limit, Authorize Various Financial Actions, Fiscal Policies and Budget Guidelines, and Amend the Classification Plan for Alignment with the FY 2026-27 Proposed Operating Budget, the Minimum Wage Increase, and Salary Schedules Consistent with Previous Council Action (Staff Contact: Luz Cofresi-Howe, Finance Director, 408-586-3111)</b>
<b>Category:</b>	Public Hearings-Leadership and Support Services
<b>Meeting Date:</b>	6/2/2026
<b>Recommendation:</b>	Adopt the following Resolutions: (a) Joint Resolution of the City Council and Milpitas Housing Authority to approve the Fiscal Year 2026-27 Proposed Operating Budget for the City of Milpitas and the Milpitas Housing Authority, approve the Fiscal Year 2026-27 Gann Appropriations Limit, Fiscal Policies and Budget Guidelines and authorizing various financial actions by the City Manager, including Approving and Authorizing the Execution of Various Contracts and Payments over \$100,000; (b) Amending Resolution No. 1626, the Classification Plan, to authorize additional positions and amend budgeted allocated positions; (c) Amending Resolution No. 1626, the Classification Plan, to adjust the hourly rate ranges for classifications due to a minimum wage increase pursuant to Ordinance No. 292; and (d) Amending Resolution No. 1626, the Classification Plan, to adjust the Salary Schedules for various classifications to align with current memorandums of understandings (MOUs).

**BACKGROUND:**

The [FY 2026-27 Proposed Operating Budget](#) (Proposed Budget) is the product of months of collaboration, discussion and deliberation, resulting in a Proposed Budget developed with the leadership and engagement of the City of Milpitas Council (City Council), City management, staff and the Milpitas community at large. During the FY 2026-27 Preliminary Budget Study Session held on [March 3, 2026](#), staff projected a structural deficit of \$19.2 million over five years with a surplus of \$2.1 million in FY 2026-27.

On [May 5, 2026](#), the City Council held a [Public Hearing](#) where the Proposed Operating Budget proposals was formally presented to City Council and the public and subsequently reviewed and discussed. The requisite public hearing notices related to the adoption of the Proposed Budget as well as the FY 2026-27 Gann Appropriations Limit were published timely. During this Public Hearing, City Council brought up additional budget proposals to be considered during the adoption of the 2026-27 Operating Budget on June 2, 2026. These proposals included the following:

1. Milpitas Youth Force Program Expansion: \$40,000 (one-time)
2. Ring Doorbell Initiative: \$150 per device
3. Care Solace: \$160,000 (two-years)
4. Community Choir and Band Support: \$3,500 (ongoing)

**ANALYSIS:**

As noted above, staff formally presented the \$292.3 million FY 2026-27 Proposed Operating Budget to the City Council for review and discussion. This Agenda Report transmits the Proposed Budget, documenting changes to the Proposed Budget as reviewed and discussed at the May 5, 2026 Public Hearing. The Agenda Report also includes the various resolutions required for the adoption of the Proposed Budget.

The first four potential proposals below were discussed by City Council on May 5, 2026 and require City Council to vote on them to include them in the FY 2026-27 Adopted Operating Budget. Additionally, the last two items, Milpitas SMART and Community Center, are being brought forward by staff for discussion:

1. Milpitas Youth Force Program Expansion: \$40,000 (one-time)
2. Ring Doorbell Initiative: \$150 per device
3. Care Solace: \$160,000 (two-years)
4. Community Choir and Band Support: \$3,500 (ongoing)
  
5. Milpitas SMART: \$1.5 million (annually)
6. Community Center Roof: \$4.92 million (\$370,000 design and \$4.55 million build)

Funding for these items, if approved by City Council, will require sources to be identified. Council may elect to fund one-time projects with the remaining one-time monies of \$937,619.

In addition, staff was recently made aware of an increase of \$433,749 to our wholesale water purchase agreement with San Francisco Public Utilities Commission. Staff recommend a proposal to increase 2026-27 budget for wholesale water purchase in the amount of \$433,749 (from \$27.3 million to \$27.8 million) in the Water Maintenance and Operations Fund. This action will reduce the Capital Reserve in the Water Maintenance and Operations Fund from \$7.3 million to \$6.9 million.

The revised General Fund 5-Year Forecast, which incorporates the changes in the 2026-27 Proposed Operating Budget, is presented below:

Sources and Uses	FY 2025-26 Adopted, Amended Budget	FY 2026-27 Proposed Budget	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast
Revenues and Other Sources	\$145.5	\$149.9	\$154.0	\$158.4	\$163.0	\$168.2
Use of Reserves	5.4	2.7	0.0	0.0	0.0	0.0
Expenditures	(150.9)	(152.1)	(156.9)	(162.9)	(169.1)	(175.5)
Reduce CMO Unanticipated Expenditures		0.8	0.0	0.0	0.0	0.0
Annual Surplus/(Deficit)	<i>Balanced</i>	<i>\$ 1.3</i>	<i>\$ (2.9)</i>	<i>\$ (4.5)</i>	<i>\$ (6.1)</i>	<i>\$ (7.3)</i>
Structural Surplus/(Deficit)		<i>Surplus</i>	<i>\$ (1.6)</i>	<i>\$ (6.2)</i>	<i>\$ (12.3)</i>	<i>\$ (19.6)</i>

Enabling Resolutions

The FY 2026-27 Proposed Operating Budget and related recommendations are approved by various resolutions as discussed below.

Joint Budget Resolution

With the adoption of the attached Joint Budget Resolution of the City Council and Milpitas Housing Authority, the City Council will approve the FY 2026-27 Proposed Operating Budget for the City of Milpitas and the Milpitas Housing Authority as amended in this Agenda Report per previous City Council direction. Further through the joint resolution, the City Council will approve the Gann Appropriations Limit, fiscal policies and authorizes various financial actions, including authorizing the City Manager to execute certain contracts in amounts above \$100,000 during FY 2026-27. An attachment to the Joint Budget Resolution identifies a list of contracts with an estimated not-to-exceed amount above the City Manager’s contract approval authority of \$100,000 as well as annual payments over \$100,000 in the aggregate for insurance and utilities. Funding for

these contracts and payments has been incorporated into the proposed budget and/or the FY 2027-2031 Capital Improvement Program. As part of the adoption of this Proposed, staff is seeking authority to award these contracts and make certain payments. The list includes annual routine contracts (e.g., PLAN JPA insurance premiums), contracts with specific funding items related to this budget (e.g., Valley Water wholesale water purchase), and contracts related to capital improvement projects.

The Gann Appropriations Limit

Article XIII B of the California State Constitution, more commonly referred to as the Gann Initiative or Gann Appropriations Limit, was approved by California voters in November 1979 and placed limits on the amount of taxes that state and local governmental agencies can receive and spend each year. If an agency receives more revenue than the Appropriations Limit, the excess revenue must be returned to the taxpayers through a tax reduction or refund within the next two years. Alternatively, the agency can increase its Appropriations Limit through voters’ approval. Based on the attached analysis, using the population and per capita personal income change factors provided by the State of California, the City Gann Appropriations Limit for FY 2026-27 has been computed to be \$156,894,846. Appropriations subject to the limitation in FY 2026-27 budget total \$110,279,526, which is \$46,615,320 less than the computed limit. The City has not exceeded its annual Appropriations Limit in any fiscal year since this requirement was approved by the voters in 1979.

Personnel Related Resolutions

Based on the Proposed Budget as amended in this Agenda Report based on Council direction, staff is bringing forward several personnel-related resolutions to amend the classification plan for all employees as it relates to authorized positions, changes to hourly rate ranges for certain classifications due to an increase in the City’s minimum wage, and salary schedule amendments based on previous Council direction consistent with MOUs for the respective bargaining groups.

**Authorized positions** – This resolution aligns the number of positions on the Authorized Position List, amends specific budgeted positions consistent with the Proposed Budget, and creates a new classification for an Asset Management Program Administrator and the reclassification of a Purchasing Agent to a Purchasing Manager.

**Minimum Wage Adjustments** – This resolution adjusts the hourly rate ranges upwards for various classifications with the bottom of the hourly range set at the new minimum wage and compacted supervisory positions effective July 1, 2026. Consistent with the City Council approved ordinance, the minimum wage is scheduled to increase by \$0.30 from \$18.20 to \$18.50 by July 1, 2026 based on the February 2026 annual Consumer Price Index (CPI) increase for the San Francisco-Oakland-Hayward Metropolitan Statistical Area.

**Salary Schedules for Council Approved Wage Increases** – This resolution is required per the California Code of Regulations §570.5. Per State law, the City is required to bring all pay schedules before the governing board for review and approval. The updated salary schedule reflects the respective increases for the International Association of Firefighters Local 1699 (IAFF) and related Unrepresented Fire employees wage increases. The Milpitas Employee Association (MEA), Milpitas Professional and Technical Group (ProTech), Mid-Management Confidential Unit (MidCon), Milpitas Police Officers Association, and Unrepresented (miscellaneous) increases will be updated once memorandum of understanding (MOU) negotiations have concluded.

Bargaining Group	Wage Percentage Increase	Effective Date
Unrepresented Fire Employees (Unrep Fire)*	4%	Effective the first full pay period in July 2026
International Association of Firefighters Local 1699 - Sworn	4%	Effective the first full pay period in July 2026

\* To address any potential internal salary compaction issues, Unrepresented Fire Employees’ increases align with IAFF per City Council action on [March 4, 2025](#)

**POLICY ALTERNATIVE(S):**

**Alternative 1: Do not adopt the FY 2026-27 Proposed Operating Budget**

Pros: None.

Cons: The City would not have an adopted operating budget for FY 2026-27 resulting all City operations ceasing until an adopted budget was passed.

Reason for Not Recommending: Under [Government Code Section 53901](#), Unless exempted by the county auditor 60 days after the beginning of its fiscal year, every local agency shall file with the county auditor of the county in which it conducts its principal operations, a copy of its annual budget. Without an adopted budget by July 1, 2026, the City of Milpitas cannot provide services or perform City operations until a budget is adopted and appropriated.

**PROJECT SCHEDULE/KEY MILESTONES**

<b>Milestone</b>	<b>Date</b>
City Council Public Hearing – Presenting FY 2026-27 Proposed Operating Budget	May 5, 2026
2026-27 Appropriations Limit Public Notice	May 18, 2026
City Council Public Hearing to Adopt FY 2026-27 Operating Budget	June 2, 2026
Effective start date of FY 2026-27 Operating and Capital Budgets	July 1, 2026

**FISCAL IMPACT:**

Upon adoption, the FY 2026-27 Budget for the City of Milpitas and the Milpitas Housing Authority, for all funds including debt service, will be \$292.3 million plus any additional proposals that City Council approves as part of the adoption of the FY 2026-27 Operating Budget.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, § 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. 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.

**ATTACHMENT(S):**

- (a) [FY 2026-27 Proposed Operating Budget](#)
- (b) Joint Resolution of the City Council and Milpitas Housing Authority to approve the Fiscal Year 2026-27 Proposed Operating Budget the City of Milpitas and the Milpitas Housing Authority, approve the Appropriations Limit, Fiscal Policies and Budget Guidelines and authorizing various financial actions by the City Manager, including Approving and Authorizing the Execution of Various Contracts and Payments over \$100,000.
- (c) Exhibit 1, Joint Resolution, FY 2026-27 GANN Appropriations Limit
- (d) Exhibit 2, Joint Resolution, FY 2026-27 Budgeted Contracts over \$100,000
- (e) Amending Resolution No. 1626, the Classification Plan, to authorize additional positions and amend budgeted allocated positions
- (f) Amending Resolution No. 1626, the Classification Plan, to adjust the hourly rate ranges for classifications due to a minimum wage increase pursuant to Ordinance No. 292
- (g) Amending Resolution No. 1626, the Classification Plan, to adjust the Salary Schedules for various classifications to align with the current memorandums of understandings (MOUs)
- (h) Exhibit A, Salary Table for FY 2026-27 Budget

# ATTACHMENT A

Is available at:

[https://www.milpitas.gov/DocumentCenter/  
View/10029/2026-2027-Proposed-  
Operating-Budget](https://www.milpitas.gov/DocumentCenter/View/10029/2026-2027-Proposed-Operating-Budget)

**RESOLUTION NO. \_\_\_\_**

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AND THE HOUSING AUTHORITY OF THE CITY OF MILPITAS APPROVING THE FY 2026-27 OPERATING BUDGET FOR THE CITY OF MILPITAS AND THE MILPITAS HOUSING AUTHORITY, THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026-27, FISCAL POLICIES, AND BUDGET GUIDELINES, AND AUTHORIZING VARIOUS FINANCIAL ACTIONS BY THE CITY MANAGER, INCLUDING APPROVING AND AUTHORIZING THE EXECUTION OF VARIOUS CONTRACTS AND PAYMENTS OVER \$100,000**

**WHEREAS**, the City Manager/Executive Director has submitted a FY 2026-27 Proposed Budget and Financial Plan; and

**WHEREAS**, on June 2, 2026, a public hearing on the Proposed Budget and Financial Plan was opened where all interested persons were heard; and

**WHEREAS**, the City Council and Milpitas Housing Authority (“Authority”) reviewed the City Manager’s FY 2026-27 Proposed Budget and Financial Plan; and

**WHEREAS**, the first year, or FY 2026-27, of the Capital Improvement Program (CIP) is a part of the 2026-27 Proposed Budget and Financial Plan; and

**WHEREAS**, Article XIII B, Section 1, of the Constitution of the State of California requires that total annual appropriations subject to limitation of the City of Milpitas shall not exceed the appropriations limit of the City for the prior year adjusted for changes in the cost of living and population except as otherwise provided, also referred to as the GANN Appropriations Limit; and

**WHEREAS**, this Article became effective July 1, 1980, as amended, which requires the City to establish its appropriations limit by resolution each year at a regularly scheduled meeting or a noticed special meeting, commencing after the beginning of each fiscal year; and

**WHEREAS**, the appropriations base for 1978-79 had been determined and since adjusted by the changes in population, cost of living, and transfers of financial responsibility, establishing an appropriations limit for fiscal year 2026-27 of \$156,894,846; and

**WHEREAS**, the calculations for the appropriations limit are included as part of the budget document materials being considered and approved by the City Council and Authority as part of this Resolution; and

**WHEREAS**, documentation used in determining the appropriations limit has been made available to the public for a period of not less than fifteen (15) days prior to consideration of this Resolution by the City Council and Authority; and

**WHEREAS**, the budget document contains fiscal policies that the City Council and Authority have reviewed and approved, and which are updated from time to time, as follows: General Financial Goals, Operating Budget Policies, Revenue and Expenditure Policies, Utility Rates and Fees, Capital Budget Policies, Debt Policies, Reserve Policies, Investment Policies, and Accounting/Auditing and Financial Reporting Policies; and

**WHEREAS**, the budget document contains budget guidelines that the City Council and Authority have reviewed and approved and which are updated from time to time, as follows: Basis of Budgeting; Budget Calendar requirements; form and content of the City Manager's Proposed Budget; adoption of the Budget by June 30; the City Manager budget authority; requirement that budget amendments be approved by the City Council; budget transfers and modification procedures; automatic adjustments and re-appropriations; budget monitoring and reporting; and reserve requirements for all funds.

**NOW, THEREFORE**, the City Council of the City of Milpitas and the Milpitas Housing Authority hereby find, determine, and resolve as follows:

1. The City Council and Authority have considered the full record before them, 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 them. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The annual Budget and Financial Plan, as attached in the City Council and Authority meeting packet, inclusive of capital improvement appropriations, for the City of Milpitas and Authority for fiscal year 2026-27 is hereby affirmed and adopted totaling \$292,347,818 for all appropriated funds.
3. The amounts shown as “Appropriations” and estimated fund balances are hereby approved for the various purposes designated in the 2026-2027 Adopted Budget.
4. The budgets for all departments for the period July 1, 2026 through June 30, 2027, inclusive, contained in this 2026-27 Adopted Budget, are approved as the operating budget for those departments for fiscal 2026-27.
5. The appropriations limit for fiscal year 2026-2027 shall be \$156,894,846 as shown in **Exhibit 1**.
6. Pursuant to Government Code Section 7910, no judicial action or proceeding to attack, review, set aside, void, or annul the action in establishing the appropriations limit for fiscal year 2026-2027 shall be brought unless such action or proceeding shall have been commenced within forty-five (45) days of the date of adoption of this Resolution.
7. Any unused non-salary and benefits-related appropriations at the end of fiscal 2025-2026 may be re-appropriated for continued use in fiscal year 2026-27 subject to the approval of the City Manager/Executive Director. Furthermore, any outstanding contract and/or purchase order obligations (or encumbrances), or City Council approved projects using one-time funds remaining at the end of FY 2025-2026 are subject to carry-over into FY 2026-27.
8. Subject to any grant restrictions, unspent appropriations that are authorized and funded by grant revenues from prior fiscal year will automatically be carried over to current year’s budgets. Unspent City/Authority funded grant appropriations from prior fiscal year will automatically be carried over to the current year’s budgets.
9. As part of year-end closing of the budget, previously appropriated capital project funds will be automatically carried forward to the next fiscal year for the same capital project until the project is closed out.
10. No office, department, or agency shall expend any amount or incur any liability or enter into any contract, which by its terms involves expenditures of money for any purpose in excess of the amounts appropriated for the particular departments, and funds set forth herein.
11. The City Manager/Executive Director may authorize, when in his or her judgment such action is consistent with the purposes and intent of the 2026-2027 Adopted Budget as approved, budget revisions subject to the following conditions:

Prior Approval Not Required. Prior approval of the City Council and/or Authority is not required under the following circumstances:

- i. When revisions involve transfers from the Unanticipated Expenditure Reserve less than or equal to the aggregate amount adopted within the budget in any one fiscal year (\$600,000 in FY 2026-27), provided that the Council/Authority is notified in writing of the revision, giving the reason, the amount of the revision and the year-to-date total amount of revisions as part of the quarterly financial reports.
- ii. When revisions involve transfers from the appropriated leave cash-out account less than or equal to the aggregate amount adopted within the budget in any one fiscal year (\$650,000 in FY 2026-27) to the various departments for cash-outs when employees leave City/Authority service.

- iii. When revisions involve transfers, or reallocations, within any one fund among the various departments or projects, provided that the amount of transfer in any single instance does not exceed \$100,000.
  - iv. When revisions involve reasonable deviation from the budgeted personnel allocation schedule, provided that at no time the number of permanent funded positions authorized by the City Council/Authority is exceeded.
  - v. When revisions involve hiring full-time employees in overstrength positions for no more than one year as long as appropriations are not exceeded to ensure adequate staffing levels for sworn positions, facilitate training of new employees by the outgoing incumbent or respond to urgent staffing needs.
  - vi. When revisions involve adding/deleting positions or moving positions between departments to respond to organizational needs, as long as the number of permanent funded positions and the approved personnel cost appropriations remain the same.
  - vii. When revisions involve allocating, redistributing and/or appropriating monies between department and non-department divisions so as to reflect budgetary savings in one or more departments.
  - viii. For Police goods and services to be purchased from Asset Seizure funds, the City Manager/Executive Director or his/her designee, has the authority to purchase such goods or services if the expenditures of such goods and services do not exceed the amount designated from Asset Seizure funds as approved by the City Council/Authority during the Budget hearing.
  - ix. To use judgment to modify citywide administrative financial policies and procedures from time to time that are consistent with municipal government best practices unless those policies would otherwise be in conflict with the budget provisions incorporated in this Resolution or the City's Municipal Code.
  - x. **Exhibit 2** lists contracts and payments that are specifically identified in the budget document and materials enclosed herein. None of these contracts require a formal, public bidding process. The list of contracts and payments is hereby approved and the City Manager/Executive Director is authorized to execute and enter into these contracts and make these payments during fiscal year 2026-27 up to the amounts listed by contract or payment in **Exhibit 2**.
- 12.** Prior Approval Required. Prior approval of the City Council and/or Authority is required for revisions to the 2026-2027 Final Budget as adopted if any of the following are involved:
- i. An increase in overall appropriation level within any one Fund.
  - ii. The transfers or reallocation of appropriations greater than \$100,000 between different Funds, except not for reallocations between subfunds within one Fund.
  - iii. Changes providing for increases or decreases in funded permanent personnel counts in the adopted Budget.
  - iv. Contract change orders which would cause the aggregate contract amount to exceed \$100,000 and/or exceed prior approved appropriation levels for the subject contract.
  - v. Transfers from Unanticipated Expenditure Reserve, which would cause the aggregate amount of \$600,000 during fiscal year 2026-27, to be exceeded.
  - vi. Result in changes not consistent with the purpose and intent of the Budget as adopted.
  - vii. Require an appropriation action from any unassigned fund balances or reserves.
- 13.** Information establishing the current budget situation and steps to be taken to present balanced City Budgets have been presented during the public hearing on this meeting June 2, 2026, and in prior budget presentations.

**14.** The approval of the 2026-27 Adopted Budget, including the authority to enter into any contract, make payments, or undertake other actions, does not commit the City to any action that may have significant effect on the environment. This is because the actions are financial or administrative and do not directly impact the environment or the environmental impacts of any action would be speculative to analyze at this time. As a result, there is no potential impact on the environment from this action per Section 15061(b) (3) of the California Environmental Quality Act (“CEQA”) Guidelines and this action does not constitute a project under CEQA per CEQA Guidelines Section 15378(b)(4). Although the budget does authorize certain types of contracts to be entered into, none are anticipated to have any environmental impact at the time of entering into the contract, and if ultimately leading to a project that could impact the environment, the impacts of that action will be analyzed once the project is designed and the analysis is no longer speculative.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Suzanne Guzzetta, City Clerk

\_\_\_\_\_  
Carmen Montano, Mayor/Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Curtis, City Attorney/General Counsel

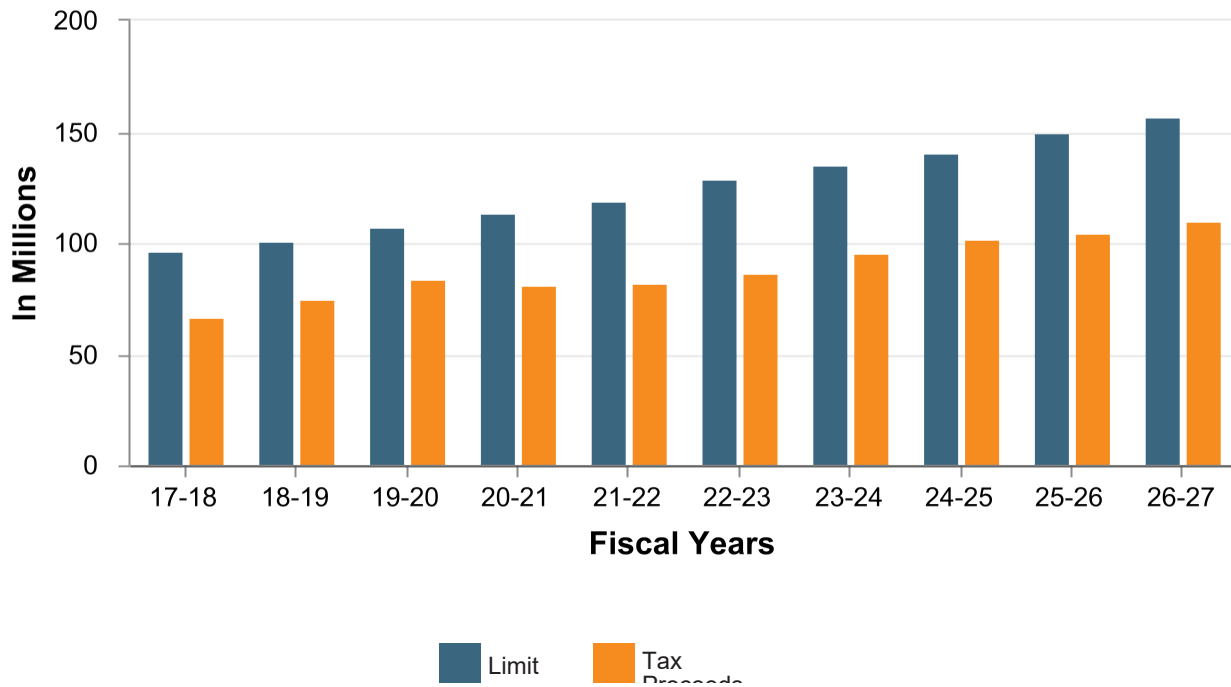
## Gann Appropriations Limit Analysis

Article XIII B of the California State Constitution, more commonly referred to as the Gann Initiative or Gann Appropriations Limit, was approved by California voters in November 1979 and placed limits on the amount of proceeds of taxes that state and local governmental agencies can receive and spend each year. If an agency receives more revenue than the Appropriations Limit, the excess revenue must be returned to the taxpayers through a tax reduction or refund within the next two years. Alternatively, the agency can increase its Appropriations Limit through voters' approval.

Each year's limit is based on the amount of tax proceeds that were authorized to be spent in Fiscal Year (FY) 1978-79 in each agency, modified for changes in inflation and population in each subsequent year. The City Council must adopt, by resolution, an Appropriations Limit for the following year. Using the population and per capita personal income change factors provided by the State of California, the City's Appropriations Limit for FY 2026-27 has been computed to be \$156,894,846. Appropriations subject to the limitation in FY2026-27 budget total \$110,279,526 that is \$46,615,320 less than the computed limit.

The following chart shows the annual Appropriations Limit and the tax proceeds received since FY 2017-18. The amounts for Tax Proceeds have been restated to exclude Franchise Fees, which were inadvertently included in the past, which is inconsistent with the law. The City has not exceeded its annual Appropriations Limit in any single fiscal year. The City has been under 80% of the limitation and should not be impacted by the Appropriations Limit.

**City of Milpitas Annual Appropriations Limit**



\*In prior years, Franchise Fees were inadvertently included in the calculation of the tax proceeds, which is inconsistent with the law. This chart has been corrected to show only tax proceeds subject to the limit.

## Exhibit 2

## Approval of FY 2026-2027 Budget Contracts/Payments over \$100,000

### 1. FY 2026-27 Operating Budget

Department Name	Contractor Name (If known) or Type of Contract	Description of Contract/Payment	Estimated Amount	Funds
City Attorney	Meyers Nave	Outside Legal Services	\$280,000	• General Fund
Finance	PLAN JPA	Attorney Fees for Claims/Lawsuits	\$270,000	• General Fund • Water Fund • Sewer Fund
Finance	PLAN JPA	Liability Insurance	\$3,871,159	• General Fund • Water Fund • Sewer Fund • Housing Authority Fund • Equipment Fund
Finance	PG&E	Utility - Electric	\$2,525,565	• General Fund • Water Fund • Sewer Fund
Finance	Integrus	Utility - Electric	\$500,000	• General Fund • Water Fund • Sewer Fund
Finance	Chandler	Investment Portfolio Management	\$175,000	• General Fund
Finance	ABAG Power	Utility - Gas	\$321,300	• General Fund • Water Fund • Sewer Fund
Finance	Brown & Brown	Excess Workers' Compensation Insurance	\$325,000	• General Fund
Finance	Cayenta	Annual Support and Maintenance	\$318,000	• General Fund • Water Fund • Sewer Fund • Utility Subsidy Fund
Fire	LN Curtis	Personal Protective Equipment	\$100,000	• General Fund
Fire	LN Curtis	Miscellaneous Firefighting Equipment and Supplies	\$180,000	• General Fund
Housing	HouseKeys	BMR Homeownership Program Administrator	\$200,000	• Housing Authority Fund
Human Resources	Sedgwick	Third Party Administrator for Worker's Compensation	\$152,162	• General Fund

# Resolutions

Department Name	Contractor Name (If known) or Type of Contract	Description of Contract/Payment	Estimated Amount	Funds
Human Resources	Liebert Cassidy Whitmore	Labor and Employee Relations Outside Counsel (MOU negotiations)	\$175,000	• General Fund
Information Technology	SHI International Corp	Microsoft Office 365 Licensing	\$199,888	• General Fund
Information Technology	Central Square Technologies	VisiCAD Software Maintenance	\$160,000	• General Fund
Information Technology	Mark43	Police Records Management System	\$162,476	• General Fund
Planning	RideCo	MilpitaSmart	\$2,766,114	• General Fund
Planning (Code Enforcement)	City of San Jose	San Jose Animal Services Contract	\$736,642	• General Fund
Police	County of Santa Clara	Crime Lab Major Case Evidence Examination	\$195,000	• General Fund
Police	Silicon Valley Regional Interoperability Authority	Silicon Valley Regional Communications Systems (SVRCS) - Annual Operations and Maintenance for Digital Radio System	\$137,317	• General Fund
Police	County of Santa Clara	Cal-ID Fingerprinting Program	\$240,405	• General Fund
Police	All City Management Services.	Crossing Guard Services	\$945,035	• General Fund
Police	Axon Enterprise, Inc.	Police Body Worn Cameras / Tasers / Cloud Storage	\$211,063	• General Fund
Police	Flock Safety	ALPR Cameras	\$159,000	• State Grant Police
Police/Public Works	Vehicle Purchases*	Purchase of (4) replacement and vehicles	\$281,416	• Equipment Replacement Fund
Public Works	SFPUC	Wholesale Water Purchase	\$18,373,234	• Water Fund
Public Works	City of San Jose**	O&M for Treatment Plant	\$9,969,598	• Sewer Fund
Public Works	Valley Water	Wholesale Water Purchase	\$9,3692,629	• Water Fund
Public Works	City of San Jose	Recycled Water Purchase	\$3,100,888	• Water Fund
Public Works	Equipment/Vehicle Purchases*	Purchase of new and replacement equipment and vehicles for aging Public Works fleet	\$2,003,059	• General Fund Water Fund Sewer Fund Equipment Fund

Department Name	Contractor Name (If known) or Type of Contract	Description of Contract/Payment	Estimated Amount	Funds
Public Works	Merrimac Petroleum Inc.	Diesel & Unleaded Fuel	\$575,620	• Equipment Replacement Fund
Public Works	Imperial Maintenance Services Inc.	Janitorial Services	\$388,800	• General Fund
Public Works	Bay Area Water Supply and Conservation Agency (BAWSCA)	BAWSCA Membership	\$228,709	• Water Fund
Public Works	Enterprise FM Trust	Fleet Lease Agreement	\$168,000	• General Fund
Public Works	City of Sunnyvale	Santa Clara Valley Urban Runoff Pollution Prevention Program	\$170,000	• General Fund
Public Works	Environmental Systems Inc	HVAC Maintenance	\$100,000	• General Fund
Public Works	West Coast Arborist	Tree Maintenance Services	\$480,000	• General Fund/CFD
Public Works	Five M, LLC	Minnis Circle Lease Agreement	\$131,040	• General Fund • Water Fund • Sewer Fund
Recreation	County of Santa Clara "SNP"	Senior Nutrition Program	\$103,488	• GT1007-GTMAT
Recreation	Moonchef, LLC	Multi-year agreement for Senior Nutrition Program Meals. Amending a three-year contract for a 4th year.	\$236,670	• GT1007-GTMAT
Recreation	Fireworks and Stage FX America	Pyrotechnics for the annual 4th of July and Lunar New Year Fireworks shows.	\$140,510	• General Fund
City-wide	Staples Business Advantage	City-wide Departmental Supplies	\$150,000	• General Fund

\* Includes 15% contingency. Budget amounts were estimates and actual costs may be higher.

\*\*This is an estimated provided by the City of San Jose in March. Actual budget for O&M and CIP are not available yet.

\*\*\*New agreement for park and landscape services will not be awarded until August.

**2. FY 2026-27 Capital Improvement Program (CIP) Budget**

<b>Department Name</b>	<b>CIP Project No. &amp; Name</b>	<b>Description of Contract</b>	<b>Estimated Amount</b>	<b>Funds</b>
Community Improvement	CIP 3503 - Historic Resource Master Plan Update	Historic Resources Master Plan Update	\$200,000	• General Gov. CIP Fund
Street Improvement	CIP 3504 – Milpitas Gateway-Main St. Impact Fee Study and Sense of Place Plan	Main Street Sense of Place Plan	\$600,000	• Planning Grant Program through Metropolitan Transportation Commission (MTC)
Water Improvement	CIP 7110 - Hydrant Replacement Program	Purchase and replacement of hydrants and valves to meet the annual replacement goal.	\$200,000	• Water Line Extension Fund
Community Improvement	CIP 3422 & 3485 - Community Center Roof Renovation	Amendment No.1 to the Design Service Agreement with AETYPIC to provide design services for the replacement of the roof including mechanical equipment at Milpitas Community Center.	\$500,000	• General Gov. CIP Fund
Community Improvement	CIP 3470 - City Hall Fountain & Landscape Renovation	New Design Services Agreement to obtain a consultant to provide mastering planning services for the renovation of the landscape and pond area at City Hall.	\$200,000	• General Gov. CIP Fund
Community Improvement	CIP 3494 - City Hall Air Handlers Replacement	New Design Services Agreement to obtain a consultant to provide design services and construction support for the replacement of the air handlers at City Hall.	\$600,000	• General Gov. CIP Fund
Community Improvement	CIP 3716 - City Parking Lot Rehabilitation Program	New Design Services Agreement to obtain a consultant to provide design services and construction support for the expansion of parking lot at Public Works building.	\$200,000	• General Gov. CIP Fund
Park Improvement	CIP 2023 - Metro Tango Subdistrict Park	Amendment No.2 to the Design Service Agreement with Callander Associates Landscape Architecture to provide construction support for the construction of the new Tango Park.	\$300,000	• TASP Impact Fees

Department Name	CIP Project No. & Name	Description of Contract	Estimated Amount	Funds
Park Improvement	CIP 3491 - Cardoza Park/Dixon Landing Park Softball Improvement Feasibility	Amendment No.1 to the Design Service Agreement with Gates & Associates to provide additional planning services to accommodate the softball league at Dixon Landing Park.	\$250,000	<ul style="list-style-type: none"> <li>• General Gov. CIP Fund</li> <li>• Park Fund</li> </ul>
Park Improvement	CIP 3505 - MSC Bleacher Replacement and ADA Replacement	Amendment No.1 to the Design Service Agreement with Verde Design, Inc. to provide construction support for the replacement of bleachers at the Sport Center football field.	\$100,000	<ul style="list-style-type: none"> <li>• Park Fund</li> </ul>
Park Improvement	CIP 5117 - Delano Manongs Soccer Field Turf Replacement	New Design Services Agreement to obtain a consultant to provide design services and construction support for the replacement of natural grass with artificial turf at Delano Manongs Park.	\$300,000	<ul style="list-style-type: none"> <li>• TASP Impact Fees</li> </ul>
Street Improvement	CIP 2016 - S. Milpitas Blvd. Road Extension	New Design/Professional Services Agreement to obtain a consultant to provide environmental oversight related to the deed restriction and conditions imposed by Regional Water Board for the construction of the road extension.	\$300,000	<ul style="list-style-type: none"> <li>• TASP Impact Fee</li> </ul>
Street Improvement	CIP 2016 - S. Milpitas Blvd. Road Extension	Amendment No.1 to the Design Service Agreement with Bill Gould Architectural Corporation Dba Artik to provide construction support and 3rd party inspection for the installation of architectural enhancement along the rail of the vehicular bridge.	\$150,000	<ul style="list-style-type: none"> <li>• TASP Impact Fee</li> </ul>
Sewer Improvement	CIP 6118 – City of San Jose - SC Regional Wastewater Facility	City of Milpitas cost share amount with City of San Jose for rehab improvements to RWF	\$8,166,964	<ul style="list-style-type: none"> <li>• Sewer Infrastructure Fund</li> </ul>
Storm Drain Improvement	CIP 3726- Citywide Green Stormwater Infrastructure Improvement	New Design Service Agreement to obtain a consultant to provide planning and design services for green stormwater infrastructure improvements to meet Municipal Regional Stormwater Permit 3.0.	\$200,000	<ul style="list-style-type: none"> <li>• Storm Drain General Fund</li> </ul>
Street Improvement	CIP 4309 - Street Resurfacing Project 2028	New Design Services Agreement to obtain a consultant to provide design services and construction support for the Project.	\$500,000	<ul style="list-style-type: none"> <li>• Gas Tax Fund</li> </ul>

# Resolutions

Department Name	CIP Project No. & Name	Description of Contract	Estimated Amount	Funds
Street Improvement	CIP 4312 - SS4A Improvement Project	New Design Services Agreement to obtain a consultant to provide update to the City's Safe Routes to School Plan, and design services and construction support for the safety improvements along established routes to schools.	\$500,000	<ul style="list-style-type: none"> <li>• Gas Tax Fund</li> <li>• General Government CIP Fund</li> <li>• Grant</li> </ul>
Sewer Improvement	CIP 6124 - Sewer Pump Station Rehabilitation Program	Amendment No. 1 to the Design Services Agreement with Wilsey Ham to provide construction support for the replacement of the flow meters at the Main Lift Station.	\$100,000	<ul style="list-style-type: none"> <li>• Sewer Infrastructure Fund</li> </ul>
Sewer Improvement	CIP 6135 - Sanitary Sewer CCTV Inspections & Improvements	New Professional Service Agreement to obtain a vendor to provide closed-circuit televisions inspections of medium to extreme risk of 24" or greater sewer pipelines, as recommended per the adopted 2021 Sewer Master Plan.	\$400,000	<ul style="list-style-type: none"> <li>• Sewer Infrastructure Fund</li> </ul>
Sewer Improvement	CIP 6139 - Sanitary Sewer Pipeline Improvement - Phase 2	New Design Service Agreement to obtain a consultant to provide design services and construction supports for the Project; and planning services for Sanitary Sewer Pipeline Improvement - Phase 3, as identified in the adopted Sewer Master Plan.	\$260,000	<ul style="list-style-type: none"> <li>• Sewer Infrastructure Fund</li> </ul>
Water Improvement	CIP 2002, 2009, 2020 - SCVWD Reservoir, Pump Station & Turnout Project	New Design Service Agreement to obtain a consultant to provide a feasibility study to locate a reservoir, pump station, turnout, and pressure reducing valve in Valley Water zone within the Metro and Gateway specific plan according to the adopted Water Master Plan.	\$350,000	<ul style="list-style-type: none"> <li>• TASP Impact Fee</li> </ul>
Water Improvement	CIP 7133 – Minor Water Projects	Amendment No. 4 to the Design Services Agreement with MNS Engineers, Inc. to provide additional construction support for the Project.	\$100,000	<ul style="list-style-type: none"> <li>• Water Capital Surcharge</li> </ul>
Sewer, Storm, Water Improvements	CIP 3715, 6124, 7133 & 7141 - VFD Replacement Project	New Design Service Agreement to obtain a consultant to conduct an assessment and provide design services for replacement or upgrades of the VDFs and associated components at Main Lift Station, Bellew, Gibraltar, and SFWD Zone 2A Pump Stations.	\$500,000	<ul style="list-style-type: none"> <li>• Water Capital Surcharge</li> <li>• Sewer Infrastructure Fund</li> <li>• Storm Drain General Fund</li> </ul>

Department Name	CIP Project No. & Name	Description of Contract	Estimated Amount	Funds
Water Improvement	CIP 7143 - Risk and Resiliency Improvements	New Design Service Agreement to obtain a consultant to conduct assessments to improve security at the City's water facilities, as identified in the adopted Water Master Plan and AWIA Plan.	\$135,000	• Water Capital Surcharge
Water Improvement	CIP 7144 - Pipeline & Facility Condition Assessment	New Design Service Agreement to obtain a consultant to conduct assessments of the City's pipeline and facilities, as identified in the adopted Water Master Plan. Improvement Phase 2 and 3.	\$250,000	• Water Capital Surcharge
Water Improvement	CIP 7146 - Fire Flow Interconnection Improvements	New Design Service Agreement to obtain a consultant to provide planning and design services for Project, as identified in the adopted Water Master Plan.	\$175,000	• Water Capital Surcharge
Water Improvement	CIP 7148 - PRV Station Improvement Project	New Design Service Agreement to obtain a consultant to conduct an assessment and provide planning and design services for improvements of the PRV stations at California Circle, McCarthy, and Junipero.	\$415,000	• Water Capital Surcharge
Water Improvement	CIP 7151 Fire Flow Pipeline Improvement - Phase 2	New Design Service Agreement to obtain a consultant to provide design services and construction support for the Project and planning services for Fire Flow Pipeline Improvement - Phase 3, as identified in the adopted	\$240,000	• Water Capital Surcharge
Water Improvement	Curtis Recycle Water Main Repair	New Design Service Agreement to obtain a consultant to provide design services and construction support for the repair of the recycle water main at Curtis Ave.	\$200,000	• Reimbursement from San Jose as part of South Bay Recycle Water Program

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING RESOLUTION NO. 1626, THE CLASSIFICATION PLAN, TO AUTHORIZE ADDITIONAL POSITIONS, AND AMEND BUDGETED ALLOCATED POSITIONS**

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

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

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

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. Resolution No. 1626, as amended, is hereby further amended effective July 1, 2026 as set forth below. If any of the below-mentioned groups or classifications receive a cost-of-living adjustment separate from the adoption of the 2026-27 budget, that same percentage amount and effective date will be applied accordingly pursuant to the applicable bargaining unit agreement(s) for the below-listed classification salary ranges by further Resolution.

**A. AUTHORIZE THE FOLLOWING POSITIONS:**

Add One (1) FTE Asset Management Program Administrator\*

Add One (1) Purchasing Manager\*

Add One (1) FTE Assistant Engineer

\*Classification Specification and Salary Range to be brought forward at an August 2026 Council meeting.

**B. DELETE/DEFUND THE FOLLOWING BUDGETED ALLOCATION POSITIONS:**

Delete One (1) FTE SCADA Instrument Control Technician

Delete One (1) FTE Senior Special Projects Associate

Delete One (1) Purchasing Agent

Delete One (1) FTE Engineering Aide

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES: (0)

NOES: (0) None.

ABSENT: (0) None.

ABSTAIN (0) None.

ATTEST:

APPROVED:

\_\_\_\_\_  
Suzanne Guzzetta, City Clerk

\_\_\_\_\_  
Carmen Montano, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Curtis, City Attorney

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING RESOLUTION NO. 1626, THE CLASSIFICATION PLAN, TO ADJUST HOURLY RATE RANGES FOR CLASSIFICATIONS DUE TO A MINIMUM WAGE INCREASE PURSUANT TO ORDINANCE NO. 292**

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

**WHEREAS**, salary increases granted to temporary classifications pursuant to changes in Resolution No. 6598, the Resolution providing compensation for unrepresented part-time temporary employees, have been incorporated into Resolution No. 1626, the Classification Plan.

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

**WHEREAS**, the City of Milpitas local minimum wage ordinance, Ordinance No. 292, established the minimum wage hourly rate effective July 1, 2025 as \$18.20 per hour; and

**WHEREAS**, the City of Milpitas updated its minimum wage ordinance effective July 1, 2026; and

**WHEREAS**, the City must update its hourly rate for certain classifications currently below the \$18.50 hourly rate in conformance with Ordinance No. 292.

**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 table below contains hourly wage adjustments for classifications that are currently below the minimum wage of \$18.50 per hour.
3. Resolution No. 1626, as amended, is hereby further amended to adjust the hourly rate ranges for the below listed classifications effective July 1, 2026, as follows:

Title	From		To	
	Step A	Top Step	Step A	Top Step
Lifeguard	\$18.20	\$25.36	\$18.50	\$25.77
Recreation Administrative Asst	\$18.20	\$25.36	\$18.50	\$25.77
Recreation Attendant	\$18.20	\$25.36	\$18.50	\$25.77
Recreation Leader	\$18.20	\$25.36	\$18.50	\$25.77
Staff Assistant	\$18.20	\$28.16	\$18.50	\$28.57
Student Intern	\$18.20	\$30.00	\$18.50	\$30.00

4. These adjusted hourly rate ranges will be included in the All Job Classifications/Salary Table attached to the June 2, 2026 Resolution of the City Council of the City of Milpitas amending Resolution No. 1626, the Classification Plan, to Adjust the Salary Schedules for all IAFF and Fire Unrepresented Classifications.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

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Suzanne Guzzetta, City Clerk

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Carmen Montano, Mayor

APPROVED AS TO FORM:

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Christian Curtis, City Attorney

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING THE CLASSIFICATION PLAN TO AMEND THE SALARY SCHEDULES FOR VARIOUS CLASSIFICATIONS TO ALIGN WITH THE CURRENT MEMORANDUMS OF UNDERSTANDING (MOUs)**

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

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

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

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. Resolution No. 1626, as amended, is hereby further amended effective June 2, 2026, as follows:

The City Council hereby adopts the salary schedule attached hereto as **Exhibit A** (“All Job Classifications/Salary Table Effective July 1, 2026”), which includes updated salary ranges for the following classifications:

- a. All classifications represented by International Association of Firefighters Local 1699 (IAFF) in accordance with the following Memorandums of Understanding (MOUs):
  - International Association of Firefighters Local 1699 MOU dated July 1, 2024 – June 30, 2027
- b. All classifications included in the Unrepresented Fire group, in accordance with the following:
  - Unrepresented Fire Employees Salary increase of four percent (4%) to align with the International Association of Firefighters Local 1699 (IAFF) per Council action on March 4, 2025.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_

\_\_\_\_\_

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

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Christian Curtis, City Attorney

CITY OF MILPITAS - HUMAN RESOURCES  
All Job Classifications/Salary Table Projection - IAFF 4% / Min Wage Adj

Classification	Union Code	Occ Code	Pay Grade	Step A			Step B			Step C			Step D			Step E		
				Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual
Accountant	50	2101	500	53.36	4,268.94	110,992.44	56.03	4,482.35	116,541.10	58.82	4,705.56	122,344.56	61.77	4,941.94	128,490.44	64.85	5,188.14	134,891.64
Accounting Technician I	50	6104	513	34.75	2,780.15	72,283.90	36.49	2,919.18	75,898.68	38.31	3,065.15	79,693.90	40.23	3,218.40	83,678.40	42.24	3,379.33	87,862.58
Accounting Technician II	50	6105	514	38.23	3,058.15	79,511.90	40.14	3,211.11	83,488.86	42.15	3,371.65	87,662.90	44.25	3,540.27	92,047.02	46.47	3,717.21	96,647.46
Administrative Analyst I	80	2102	801	45.45	3,635.80	94,530.80	-	-	-	-	-	-	-	-	-	59.83	4,786.31	124,444.06
Administrative Analyst II	80	2103	802	50.19	4,015.32	104,398.32	-	-	-	-	-	-	-	-	-	66.06	5,285.08	137,412.08
Administrative Assistant	80	6111	828	43.36	3,468.65	90,184.90	45.53	3,642.08	94,694.08	47.80	3,824.21	99,429.46	50.19	4,015.39	104,400.14	52.70	4,216.15	109,619.90
Assistant Chief of Police	60	1405	649	121.47	9,717.91	252,665.66	-	-	-	-	-	-	-	-	-	170.06	13,605.06	353,731.56
Assistant City Attorney	60	1113	645	83.24	6,659.20	173,139.20	-	-	-	-	-	-	-	-	-	112.68	9,014.30	234,371.80
Assistant City Manager	60	1104	666	104.45	8,356.01	217,256.26	-	-	-	-	-	-	-	-	-	146.23	11,698.42	304,158.92
Assistant Dir Recr & Comm Svcs	60	1121	659	71.28	5,702.03	148,252.78	-	-	-	-	-	-	-	-	-	99.79	7,982.84	207,553.84
Assistant Engineer	50	2201	502	57.82	4,625.32	120,258.32	60.71	4,856.57	126,270.82	63.74	5,099.39	132,584.14	66.93	5,354.39	139,214.14	70.28	5,622.14	146,175.64
Assistant Finance Director	60	1109	669	75.17	6,013.41	156,348.66	-	-	-	-	-	-	-	-	-	105.24	8,418.97	218,893.22
Assistant Fire Marshal	60	2501	632	96.77	7,741.54	201,280.08	-	-	-	-	-	-	-	-	-	135.48	10,838.16	281,792.22
Assistant Planner	50	2801	503	55.44	4,435.07	115,311.82	58.21	4,656.94	121,080.44	61.11	4,888.95	127,112.70	64.17	5,133.33	133,466.58	67.38	5,390.10	140,142.60
Assistant Pool Manager	70	5609	709	22.66	1,812.80	47,132.80	-	-	-	-	-	-	-	-	-	31.57	2,525.60	65,665.60
Assistant Water Operator	20	7212	221	47.55	3,566.14	92,719.64	49.93	3,744.46	97,355.96	52.42	3,931.67	102,223.42	55.04	4,128.24	107,334.24	57.80	4,334.68	112,701.68
Assistant Water Operator - 40	20	8611	226	47.83	3,826.17	99,480.42	50.22	4,017.68	104,459.68	52.73	4,218.74	109,687.24	55.38	4,430.52	115,193.52	58.15	4,651.95	120,950.70
Associate Civil Engineer	50	2202	504	66.49	5,319.09	138,296.34	69.81	5,585.07	145,211.82	73.30	5,864.34	152,472.84	76.97	6,157.56	160,096.56	80.82	6,465.45	168,101.70
Associate Planner	50	2802	505	63.74	5,099.52	132,587.52	66.94	5,355.19	139,234.94	70.29	5,623.22	146,203.72	73.80	5,903.65	153,494.90	77.48	6,198.73	161,166.98
Budget Manager	80	1115	839	66.25	5,299.89	137,797.14	-	-	-	-	-	-	-	-	-	87.20	6,976.19	181,380.94
Building Inspection Manager	80	3809	848	69.02	5,521.25	143,552.50	-	-	-	-	-	-	-	-	-	83.89	6,711.16	174,490.16
Building Inspector Apprentice	70	8610	770	28.00	2,240.00	58,240.00	-	-	-	-	-	-	-	-	-	35.00	2,800.00	72,800.00
Building Official	60	1804	676	79.91	6,392.43	166,203.18	-	-	-	-	-	-	-	-	-	111.87	8,949.40	232,684.40
Building Permit Technician	50	5801	508	42.33	3,386.76	88,055.76	44.46	3,556.47	92,468.22	46.69	3,734.89	97,107.14	49.01	3,920.93	101,944.18	51.46	4,116.78	107,036.28
Building/NP Inspector	50	3801	507	56.11	4,488.96	116,712.96	58.92	4,713.46	122,549.96	61.86	4,949.08	128,676.08	64.96	5,196.56	135,110.56	68.20	5,456.35	141,865.10
Business Systems Analyst/Dev	80	2119	853	60.58	4,846.79	126,016.54	-	-	-	-	-	-	-	-	-	79.75	6,379.85	165,876.10
Buyer	80	2106	803	45.04	3,602.84	93,673.84	-	-	-	-	-	-	-	-	-	59.28	4,742.46	123,303.96
Case Manager	50	5612	544	37.93	3,034.56	78,898.56	-	-	-	-	-	-	-	-	-	47.34	3,787.06	98,463.56
Chief Fire Enforcement Officer	60	1505	656	79.69	6,374.90	165,747.36	-	-	-	-	-	-	-	-	-	111.56	8,924.86	232,046.46
Chief of Police	60	1402	650	127.54	10,203.49	265,290.74	-	-	-	-	-	-	-	-	-	178.56	14,284.93	371,408.18
City Attorney	60	1112	644	163.46	13,076.92	339,999.92	-	-	-	-	-	-	-	-	-	192.31	15,384.62	400,000.12
City Clerk	60	1101	605	69.07	5,525.82	143,671.32	-	-	-	-	-	-	-	-	-	96.71	7,737.02	201,162.52
City Engineer	60	1201	606	80.58	6,446.07	167,597.82	-	-	-	-	-	-	-	-	-	112.81	9,024.50	234,637.00
City Manager	60	1102	697	153.85	12,308.00	320,008.00	-	-	-	-	-	-	-	-	-	192.31	15,384.80	400,004.80
Code Enforcement Officer	50	5804	515	49.06	3,925.02	102,050.52	51.52	4,121.33	107,154.58	54.10	4,328.27	112,535.02	56.81	4,544.67	118,161.42	59.65	4,771.74	124,065.24
Communications Dispatch Superv	40	6409	456	63.79	5,103.55	132,692.30	66.98	5,358.72	139,326.72	70.33	5,626.67	146,293.42	73.85	5,908.02	153,608.52	77.54	6,203.42	161,288.92
Communications Dispatcher	40	6408	455	55.24	4,418.84	114,889.84	58.00	4,639.76	120,633.76	60.90	4,871.74	126,665.24	63.94	5,115.28	132,997.28	67.14	5,371.05	139,647.30
Community Service Officer	40	6412	460	47.61	3,808.66	99,025.16	49.99	3,999.11	103,976.86	52.49	4,199.06	109,175.56	55.11	4,409.01	114,634.26	57.87	4,629.48	120,366.48
Councilmember	60	1107	699	20.87	417.40	10,852.40	-	-	-	-	-	-	-	-	-	20.87	417.40	10,852.40
Crime Analyst	80	2105	809	54.40	4,352.39	113,162.14	-	-	-	-	-	-	-	-	-	71.61	5,729.08	148,956.08
Cross Connection Specialist	20	8626	239	49.43	3,954.49	102,816.74	52.03	4,162.61	108,227.86	54.77	4,381.70	113,924.20	57.65	4,612.31	119,920.06	60.69	4,855.06	126,231.56
Customer Services Supervisor	80	2127	847	52.76	4,220.40	109,730.40	-	-	-	-	-	-	-	-	-	69.44	5,554.97	144,429.22
Deputy City Clerk	80	6102	835	51.81	4,144.42	107,754.92	-	-	-	-	-	-	-	-	-	62.97	5,037.56	130,976.56
Deputy Director of IT	60	1123	679	82.72	6,617.56	172,056.56	-	-	-	-	-	-	-	-	-	105.93	8,474.66	220,341.16
Deputy Fire Chief	60	1504	633	121.94	9,755.03	253,630.87	-	-	-	-	-	-	-	-	-	170.71	13,657.04	355,083.06
Deputy Public Works Director	60	1207	654	80.58	6,446.07	167,597.82	-	-	-	-	-	-	-	-	-	112.81	9,024.50	234,637.00
Digital Media Specialist	80	2121	840	46.87	3,749.30	97,481.80	-	-	-	-	-	-	-	-	-	61.69	4,935.22	128,315.72
Dir of Recr & Community Svcs	60	1208	655	88.96	7,116.82	185,037.32	-	-	-	-	-	-	-	-	-	124.79	9,982.96	259,556.96
Econ Dev Dir & Strat Init	60	1206	653	88.96	7,116.82	185,037.32	-	-	-	-	-	-	-	-	-	124.79	9,982.96	259,556.96
Economic Development Coord	80	8623	852	57.17	4,573.41	118,908.66	-	-	-	-	-	-	-	-	-	70.89	5,670.98	147,445.48
Economic Development Spec	80	8606	850	54.44	4,355.25	113,236.50	-	-	-	-	-	-	-	-	-	65.72	5,257.23	136,687.98
Electrical/Building Inspector	50	3802	511	58.92	4,713.45	122,549.70	61.86	4,949.08	128,676.08	64.96	5,196.55	135,110.30	68.20	5,456.35	141,865.10	71.61	5,729.19	148,958.94
Emergency Services Coordinator	80	2502	836	60.15	4,811.86	125,108.36	-	-	-	-	-	-	-	-	-	79.16	6,333.04	164,659.04
Engineering Aide	50	3201	512	45.98	3,678.31	95,636.06	48.28	3,862.23	100,417.98	50.69	4,055.33	105,438.58	53.23	4,258.07	110,709.82	55.89	4,470.97	116,245.22
Engineering Permit Technician	50	2210	540	41.39	3,311.12	86,089.12	43.46	3,476.68	90,393.68	45.63	3,650.50	94,913.00	47.91	3,832.98	99,657.48	50.31	4,024.66	104,641.16
Entry Firefighter/EMT - 40	10	4512	115	60.69	4,855.31	126,238.13	63.73	5,098.09	132,550.35	-	-	-	-	-	-	-	-	-
Entry Firefighter/EMT - 56	10	4510	112	43.35	4,855.31	126,238.13	45.52	5,098.09	132,550.35	-	-	-	-	-	-	-	-	-
Entry Firefighter/Paramedic-40	10	4513	116	67.97	5,437.96	141,387.02	71.37	5,709.86	148,456.36	-	-	-	-	-	-	-	-	-
Entry Firefighter/Paramedic-56	10	4511	113	48.55	5,437.96	141,387.02	50.98	5,709.86	148,456.36	-	-	-	-	-	-	-	-	-
Envir & Regulatory Comply Spec	80	8624	851	58.10	4,648.22	120,853.72	-	-	-	-	-	-	-	-	-	76.48	6,118.40	159,078.40
Environmental Inspector	50	2213	553	58.92	4,713.45	122,549.70	61.86	4,949.11	128,676.86	64.96	5,196.57	135,110.82	68.20	5,456.38	141,865.88	71.61	5,729.19	148,958.94
Equip Maint Worker I - 40	20	8612	227	43.50	3,479.61	90,469.86	45.65	3,651.83	94,947.58	47.93	3,834.76	99,703.76	50.34	4,027.27	104,709.02	52.85	4,228.37	109,937.62
Equip Maint Worker II - 40	20	8613	228	47.83	3,826.17	99,480.42	50.22	4,017.68	104,459.68	52.73	4,218.74	109,687.24	55.38	4,430.52	115,193.52	58.15	4,651.95	120,950.70
Equip Maint Worker III - 40	20	8614	229	53.88	4,310.74	112,079.24	56.59	4,526.81	117,697.06	59.42	4,753.59	123,593.34	62.39	4,991.05	129,767.30	65.52	5,241.35	136,275.10

CITY OF MILPITAS - HUMAN RESOURCES  
All Job Classifications/Salary Table Projection - IAFF 4% / Min Wage Adj

Classification	Union Code	Occ Code	Pay Grade	Step A			Step B			Step C			Step D			Step E		
				Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual
Equipment Maint. Worker I	20	7202	200	43.23	3,241.94	84,290.44	45.39	3,404.04	88,505.04	47.66	3,574.29	92,931.54	50.04	3,752.98	97,577.48	52.54	3,940.63	102,456.38
Equipment Maint. Worker II	20	7203	201	47.55	3,566.14	92,719.64	49.93	3,744.46	97,355.96	52.42	3,931.67	102,223.42	55.04	4,128.24	107,334.24	57.80	4,334.68	112,701.68
Equipment Maint. Worker III	20	7204	202	53.57	4,018.08	104,470.08	56.25	4,218.91	109,691.66	59.07	4,429.90	115,177.40	62.02	4,651.39	120,936.14	65.12	4,883.97	126,983.22
Executive Assistant	80	6117	812	47.69	3,814.97	99,189.22	50.07	4,005.75	104,149.50	52.58	4,206.03	109,356.78	55.20	4,416.32	114,824.32	57.96	4,637.14	120,565.64
FF/Paramedic Trainee - 40	10	4504	107	64.74	5,179.00	134,654.06	64.74	5,179.00	134,654.06	64.74	5,179.00	134,654.06	64.74	5,179.00	134,654.06	64.74	5,179.00	134,654.06
FF/Paramedic Trainee - 56	10	4514	155	46.24	5,179.00	134,654.06	46.24	5,179.00	134,654.06	46.24	5,179.00	134,654.06	46.24	5,179.00	134,654.06	46.24	5,179.00	134,654.06
Finance Director	60	1103	627	91.24	7,298.86	189,770.36	-	-	-	-	-	-	-	-	127.72	10,217.58	265,657.08	
Finance Manager	60	1116	647	64.39	5,151.22	133,931.72	-	-	-	-	-	-	-	-	90.15	7,211.73	187,504.98	
Financial Analyst I	80	2125	844	42.44	3,394.83	88,265.58	-	-	-	-	-	-	-	-	55.86	4,468.60	116,183.60	
Financial Analyst II	80	2126	845	46.87	3,749.30	97,481.80	-	-	-	-	-	-	-	-	61.69	4,935.22	128,315.72	
Fire Battalion Chief	10	2508	153	64.94	7,273.65	189,114.79	-	-	-	-	-	-	-	-	90.92	10,183.11	264,760.81	
Fire Battalion Chief - 40	10	2509	154	90.92	7,273.65	189,114.79	-	-	-	-	-	-	-	-	127.29	10,183.11	264,760.81	
Fire Captain	10	2504	100	56.84	6,365.69	165,508.05	59.68	6,683.98	173,783.38	62.66	7,018.19	182,472.95	65.80	7,369.11	191,596.79	69.09	7,737.57	201,176.79
Fire Captain - 40	10	2507	108	79.57	6,365.69	165,508.05	83.55	6,683.98	173,783.38	87.73	7,018.19	182,472.95	92.11	7,369.11	191,596.79	96.72	7,737.57	201,176.79
Fire Chief	60	1502	630	134.44	10,755.04	279,630.92	-	-	-	-	-	-	-	-	188.21	15,057.09	391,484.31	
Fire Engineer/EMT	10	4501	102	50.12	5,613.28	145,945.16	52.62	5,893.95	153,242.71	55.26	6,188.64	160,904.76	58.02	6,498.09	168,950.25	60.92	6,822.99	177,397.81
Fire Engineer/EMT - 40	10	4515	156	70.17	5,613.28	145,945.16	73.67	5,893.95	153,242.71	77.36	6,188.64	160,904.76	81.23	6,498.09	168,950.25	85.29	6,822.99	177,397.81
Fire Engineer/Paramedic	10	4505	151	56.13	6,286.88	163,458.96	58.94	6,601.23	171,632.07	61.89	6,931.30	180,213.76	64.98	7,277.88	189,224.84	68.23	7,641.77	198,686.13
Fire Prevention Inspector	10	3501	106	80.35	6,427.78	167,122.34	84.36	6,749.18	175,478.78	88.58	7,086.65	184,252.99	93.01	7,440.98	193,465.52	97.66	7,813.04	203,139.08
Fire Protection Engineer	10	3507	110	80.35	6,427.78	167,122.34	84.36	6,749.18	175,478.78	88.58	7,086.65	184,252.99	93.01	7,440.98	193,465.52	97.66	7,813.04	203,139.08
Firefighter/EMT	10	4502	103	47.79	5,352.99	139,177.85	50.18	5,620.66	146,137.14	52.69	5,901.69	153,443.89	55.33	6,196.79	161,116.49	58.09	6,506.62	169,172.24
Firefighter/EMT - 40	10	4516	107	66.91	5,352.99	139,177.85	70.26	5,620.66	146,137.14	73.77	5,901.69	153,443.89	77.46	6,196.79	161,116.49	81.33	6,506.62	169,172.24
Firefighter/EMT Trainee - 40	10	4509	109	57.80	4,624.11	120,226.87	57.80	4,624.11	120,226.87	57.80	4,624.11	120,226.87	57.80	4,624.11	120,226.87	57.80	4,624.11	120,226.87
Firefighter/Paramedic	10	4503	104	53.53	5,995.35	155,879.11	56.21	6,295.13	163,673.39	59.02	6,609.89	171,857.05	61.97	6,940.39	180,450.09	65.07	7,287.42	189,472.80
Fitness Instructor	70	5620	713	35.00	2,800.00	72,800.00	-	-	-	-	-	-	-	-	75.00	6,000.00	156,000.00	
Fleet Maint Worker I -40	20	8615	230	41.52	3,321.69	86,363.94	43.60	3,488.16	90,692.16	45.78	3,662.30	95,219.80	48.06	3,845.18	99,974.68	50.47	4,037.94	104,986.44
Fleet Maint Worker II - 40	20	8616	231	45.67	3,653.53	94,991.78	47.96	3,836.42	99,746.92	50.35	4,028.06	104,729.56	52.87	4,229.59	109,969.34	55.51	4,440.97	115,465.22
Fleet Maint Worker III -40	20	8617	232	52.53	4,202.20	109,257.20	55.16	4,412.50	114,725.00	57.91	4,632.63	120,448.38	60.80	4,863.69	126,455.94	63.85	5,107.91	132,805.66
Fleet Maintenance Worker I	20	7207	213	41.52	3,114.09	80,966.34	43.60	3,269.77	85,014.02	45.78	3,433.28	89,265.28	48.07	3,604.88	93,726.88	50.47	3,785.15	98,413.90
Fleet Maintenance Worker II	20	7208	214	45.67	3,425.51	89,063.26	47.96	3,596.75	93,515.50	50.35	3,776.62	98,192.12	52.87	3,965.47	103,102.22	55.52	4,163.66	108,255.16
Fleet Maintenance Worker III	20	7209	215	52.52	3,939.30	102,421.80	55.15	4,136.24	107,542.24	57.91	4,343.03	112,918.78	60.80	4,560.16	118,564.16	63.84	4,788.25	124,494.50
GIS Technician	50	2212	552	57.82	4,625.32	120,258.32	60.71	4,856.57	126,270.82	63.74	5,099.43	132,585.18	66.93	5,354.37	139,213.62	70.28	5,622.16	146,176.16
Hazardous Materials Inspector	10	3502	105	80.35	6,427.78	167,122.34	84.36	6,749.18	175,478.78	88.58	7,086.65	184,252.99	93.01	7,440.98	193,465.52	97.66	7,813.04	203,139.08
Housing Official	60	1120	673	75.17	6,013.41	156,348.66	-	-	-	-	-	-	-	-	105.24	8,418.97	218,893.22	
Human Resources Analyst I	80	2124	843	45.45	3,635.80	94,530.80	-	-	-	-	-	-	-	-	59.83	4,786.31	124,444.06	
Human Resources Analyst II	80	2123	842	50.19	4,015.32	104,398.32	-	-	-	-	-	-	-	-	66.06	5,285.08	137,412.08	
Human Resources Assistant	80	2108	846	32.37	2,589.95	67,338.70	33.99	2,719.35	70,703.10	35.69	2,855.32	74,238.32	37.48	2,998.11	77,950.86	39.35	3,147.98	81,847.48
Human Resources Director	60	1105	613	90.72	7,257.79	188,702.54	-	-	-	-	-	-	-	-	127.01	10,160.94	264,184.44	
Human Resources Manager	60	1209	677	69.24	5,538.86	144,010.36	-	-	-	-	-	-	-	-	96.93	7,754.39	201,614.14	
Human Resources Technician	80	2107	816	39.27	3,141.29	81,673.54	41.24	3,299.03	85,774.78	43.29	3,463.25	90,044.50	45.46	3,637.08	94,564.08	47.73	3,818.46	99,279.96
I T Director	60	2113	624	89.53	7,162.32	186,220.32	-	-	-	-	-	-	-	-	125.34	10,027.23	260,707.98	
I T Manager	80	2116	819	68.42	5,473.52	142,311.52	-	-	-	-	-	-	-	-	90.06	7,205.16	187,334.16	
I T Technician	50	3101	542	46.00	3,680.08	95,682.08	48.30	3,864.07	100,465.82	50.72	4,057.22	105,487.72	53.25	4,260.09	110,762.34	55.91	4,473.12	116,301.12
Information Technology Analyst	80	2118	831	57.56	4,604.42	119,714.92	-	-	-	-	-	-	-	-	75.76	6,060.77	157,580.02	
Junior Engineer	50	2203	519	52.56	4,204.80	109,324.80	55.19	4,415.05	114,791.30	57.95	4,635.81	120,531.06	60.84	4,867.59	126,557.34	63.89	5,110.98	132,885.48
Junior Planner	50	2804	520	47.59	3,807.00	98,982.00	49.97	3,997.38	103,931.88	52.47	4,197.22	109,127.72	55.09	4,407.14	114,585.64	57.84	4,627.45	120,313.70
Legal Assistant	60	1124	689	42.53	3,402.58	88,467.08	44.66	3,572.71	92,890.46	46.89	3,751.36	97,535.36	49.24	3,938.91	102,411.66	51.70	4,135.84	107,531.84
Lifeguard	70	5610	710	18.50	1,480.00	38,480.00	-	-	-	-	-	-	-	-	25.77	2,061.60	53,601.60	
Maint Worker III - 40	20	8619	234	44.72	3,577.96	93,026.96	46.96	3,757.13	97,685.38	49.31	3,944.87	102,566.62	51.78	4,142.28	107,699.28	54.37	4,349.34	113,082.84
Maintenance Assistant	20	8625	238	27.27	2,181.76	56,725.76	28.56	2,285.14	59,413.64	29.90	2,392.08	62,194.08	31.32	2,505.27	65,137.02	32.79	2,622.92	68,195.92
Maintenance Custodian I	20	8101	203	31.86	2,389.34	62,122.84	33.45	2,508.81	65,229.06	35.12	2,634.28	68,491.28	36.88	2,765.99	71,915.74	38.72	2,904.29	75,511.54
Maintenance Custodian I - 40	20	8107	222	31.86	2,548.65	66,264.90	33.45	2,676.05	69,577.30	35.12	2,809.87	73,056.62	36.88	2,950.38	76,709.88	38.72	3,097.88	80,544.88
Maintenance Custodian II	20	8102	204	35.04	2,628.34	68,336.84	36.80	2,759.72	71,752.72	38.64	2,897.73	75,340.98	40.57	3,042.53	79,105.78	42.60	3,194.70	83,062.20
Maintenance Custodian II - 40	20	8108	223	35.04	2,803.56	72,892.56	36.80	2,943.67	76,535.42	38.64	3,090.90	80,363.40	40.57	3,245.39	84,380.14	42.60	3,407.71	88,600.46
Maintenance Custodian III	20	8103	205	40.30	3,022.52	78,585.52	42.32	3,173.64	82,514.64	44.43	3,332.32	86,640.32	46.65	3,498.95	90,972.70	48.99	3,673.94	95,522.44
Maintenance Custodian III - 40	20	8618	233	40.30	3,224.24	83,830.24	42.32	3,385.21	88,015.46	44.44	3,554.96	92,428.96	46.65	3,732.37	97,041.62	48.98	3,918.55	101,882.30
Maintenance Supervisor	80	6124	858	68.52	5,481.84	142,527.84	-	-	-	-	-	-	-	-	83.30	6,663.72	173,256.72	
Maintenance Worker I	20	8202	206	35.04	2,628.34	68,336.84	36.80	2,759.72	71,752.72	38.64	2,897.73	75,340.98	40.57	3,042.61	79,107.86	42.60	3,194.70	83,062.20
Maintenance Worker I-40	20	8203	207	35.36	2,829.11	73,556.86	37.12	2,969.65	77,210.90	3								

CITY OF MILPITAS - HUMAN RESOURCES  
All Job Classifications/Salary Table Projection - IAFF 4% / Min Wage Adj

Classification	Union Code	Occ Code	Pay Grade	Step A			Step B			Step C			Step D			Step E		
				Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual
Marketing Coordinator	50	5614	548	44.67	3,573.53	92,911.78	46.90	3,752.20	97,557.20	49.25	3,939.80	102,434.80	51.71	4,136.79	107,556.54	54.30	4,343.64	112,934.64
Mayor	60	1118	696	26.09	521.88	13,568.88	-	-	-	-	-	-	-	-	-	26.09	521.88	13,568.88
Office Assistant I	50	6108	516	30.22	2,417.61	62,857.86	31.73	2,538.47	66,000.22	33.32	2,665.41	69,300.66	34.98	2,798.64	72,764.64	36.73	2,938.58	76,403.08
Office Assistant II	50	6109	517	33.24	2,659.24	69,140.24	34.90	2,792.16	72,596.16	36.65	2,931.85	76,228.10	38.48	3,078.43	80,039.18	40.40	3,232.29	84,039.54
Office Specialist	50	6110	518	38.23	3,058.11	79,510.86	40.14	3,211.07	83,487.82	42.15	3,371.65	87,662.90	44.25	3,540.27	92,047.02	46.47	3,717.21	96,647.46
PW Division Mgr. - Eng.	60	1127	692	81.20	6,495.60	168,885.60	-	-	-	-	-	-	-	-	-	101.49	8,119.50	211,107.00
PW Division Mgr. - Opr.	60	1126	691	81.20	6,495.60	168,885.60	-	-	-	-	-	-	-	-	-	101.49	8,119.50	211,107.00
PW Division Mgr. - Util.	60	1128	693	81.20	6,495.60	168,885.60	-	-	-	-	-	-	-	-	-	101.49	8,119.50	211,107.00
Patrol Officer	40	4401	404	60.79	4,862.99	126,437.74	63.83	5,106.14	132,759.64	67.02	5,361.41	139,396.66	70.37	5,629.49	146,366.74	73.89	5,910.93	153,684.18
Patrol Officer Trainee	40	4402	458	59.48	4,758.55	123,722.30	62.45	4,996.39	129,906.14	65.58	5,246.27	136,403.02	68.86	5,508.55	143,222.30	72.30	5,783.92	150,381.92
Payroll Specialist	80	6125	859	41.62	3,329.56	86,568.56	43.70	3,496.05	90,897.30	45.89	3,670.83	95,441.58	48.18	3,854.40	100,214.40	50.59	4,047.05	105,223.30
Plan Check Engineer	50	3807	521	68.04	5,443.28	141,525.28	71.44	5,714.87	148,586.62	75.01	6,001.02	156,026.52	78.76	6,300.57	163,814.82	82.75	6,619.74	172,113.24
Plan Checker	50	3803	522	58.02	4,641.57	120,680.82	60.92	4,873.60	126,713.60	63.97	5,117.69	133,059.94	67.16	5,372.82	139,693.32	70.53	5,642.22	146,697.72
Plan Review Manager	60	1210	678	75.47	6,037.85	156,984.10	-	-	-	-	-	-	-	-	-	98.16	7,852.79	204,172.54
Planning Commissioners	70	1108	698	1.00	20.00	520.00	-	-	-	-	-	-	-	-	-	1.00	20.00	520.00
Planning Director	60	1803	607	90.84	7,267.30	188,949.80	-	-	-	-	-	-	-	-	-	127.18	10,174.23	264,529.98
Planning Manager	60	2803	602	69.24	5,538.86	144,010.36	-	-	-	-	-	-	-	-	-	96.93	7,754.39	201,614.14
Planning Technician	50	2813	554	42.33	3,386.76	88,055.76	44.46	3,556.47	92,468.22	46.69	3,734.89	97,107.14	49.01	3,920.93	101,944.18	51.46	4,116.78	107,036.28
Police Assistant	40	6401	450	56.12	4,489.30	116,721.80	58.92	4,713.70	122,556.20	61.87	4,949.38	128,683.88	64.96	5,196.89	135,119.14	68.21	5,456.73	141,874.98
Police Captain	60	1401	651	115.69	9,254.80	240,624.80	-	-	-	-	-	-	-	-	-	161.96	12,956.67	336,873.42
Police Clerk I	40	6402	451	40.22	3,217.86	83,664.36	42.23	3,378.79	87,848.54	44.35	3,547.70	92,240.20	46.56	3,725.10	96,852.60	48.89	3,911.27	101,693.02
Police Clerk II	40	6403	452	44.24	3,539.58	92,029.08	46.46	3,716.66	96,633.16	48.78	3,902.47	101,464.22	51.22	4,097.63	106,538.38	53.78	4,302.42	111,862.92
Police Clerk Supervisor	40	6404	454	51.10	4,088.31	106,296.06	53.66	4,292.76	111,611.76	56.34	4,507.34	117,190.84	59.16	4,732.74	123,051.24	62.12	4,969.35	129,203.10
Police Evidence Technician	40	8607	459	46.92	3,753.81	97,599.06	49.27	3,941.48	102,478.48	51.73	4,138.58	107,603.08	54.32	4,345.54	112,984.04	57.04	4,562.80	118,632.80
Police Lieutenant	40	2402	400	93.24	7,459.11	193,936.86	97.90	7,832.07	203,633.82	102.80	8,223.71	213,816.46	107.94	8,634.91	224,507.66	113.33	9,066.64	235,732.64
Police Officer	40	4403	403	66.47	5,317.72	138,260.72	69.80	5,583.69	145,175.94	73.29	5,862.85	152,434.10	76.95	6,155.94	160,054.44	80.80	6,463.81	168,059.06
Police Officer Trainee	40	4404	457	65.04	5,203.52	135,291.52	68.30	5,463.74	142,057.24	71.71	5,736.98	149,161.48	75.30	6,023.77	156,618.02	79.06	6,324.98	164,449.48
Police Sergeant	40	4405	401	80.30	6,423.96	167,022.96	84.31	6,745.16	175,374.16	88.53	7,082.41	184,142.66	92.96	7,436.63	193,352.38	97.61	7,808.46	203,019.96
Police Support Services Mgr	60	1404	657	67.15	5,371.73	139,664.98	-	-	-	-	-	-	-	-	-	94.01	7,520.76	195,539.76
Pool Manager	70	5608	708	23.72	1,897.60	49,337.60	-	-	-	-	-	-	-	-	-	33.05	2,644.00	68,744.00
Principal Civil Engineer	80	2204	822	71.91	5,752.43	149,563.18	-	-	-	-	-	-	-	-	-	93.52	7,481.55	194,520.30
Principal Planner	80	2811	823	74.14	5,930.89	154,203.14	-	-	-	-	-	-	-	-	-	89.79	7,183.23	186,763.98
Program Coordinator	50	5606	523	41.66	3,332.62	86,648.12	-	-	-	-	-	-	-	-	-	54.83	4,386.73	114,054.98
Public Information Officer	60	1122	674	66.64	5,331.16	138,610.16	-	-	-	-	-	-	-	-	-	93.30	7,463.65	194,054.90
Public Services Assistant I	50	6601	524	34.75	2,780.15	72,283.90	36.49	2,919.18	75,898.68	38.31	3,065.18	79,694.68	40.23	3,218.42	83,678.92	42.24	3,379.33	87,862.58
Public Services Assistant II	50	6602	525	38.23	3,058.15	79,511.90	40.14	3,211.11	83,488.86	42.15	3,371.64	87,662.64	44.25	3,540.29	92,047.54	46.47	3,717.21	96,647.46
Public Works Director	60	1204	635	93.41	7,472.66	194,289.16	-	-	-	-	-	-	-	-	-	130.77	10,461.76	272,005.76
Public Works Inspector	50	3202	526	56.11	4,488.96	116,712.96	58.92	4,713.46	122,549.96	61.86	4,949.08	128,676.08	64.96	5,196.56	135,110.56	68.20	5,456.35	141,865.10
Public Works Manager	60	1117	648	62.17	4,973.59	129,313.34	-	-	-	-	-	-	-	-	-	87.04	6,963.03	181,038.78
Purchasing Agent	80	1106	826	59.36	4,748.93	123,472.18	-	-	-	-	-	-	-	-	-	76.56	6,124.80	159,244.80
Recreation Administrative Asst	70	5619	712	18.50	1,480.00	38,480.00	-	-	-	-	-	-	-	-	-	25.77	2,061.60	53,601.60
Recreation Attendant	70	5618	711	18.50	1,480.00	38,480.00	-	-	-	-	-	-	-	-	-	25.77	2,061.60	53,601.60
Recreation Instructors	70	5607	707	18.82	1,505.60	39,145.60	-	-	-	-	-	-	-	-	-	37.64	3,011.20	78,291.20
Recreation Leader	70	5617	706	18.50	1,480.00	38,480.00	-	-	-	-	-	-	-	-	-	25.77	2,061.60	53,601.60
Recreation Services Supervisor	80	2601	827	56.71	4,536.45	117,947.70	-	-	-	-	-	-	-	-	-	74.63	5,970.57	155,234.82
Recreation Svcs Assistant I	50	8601	527	19.64	1,571.46	40,857.96	20.63	1,650.01	42,900.26	21.66	1,732.57	45,046.82	22.74	1,819.16	47,298.16	23.88	1,910.16	49,664.16
Recreation Svcs Assistant II	50	8602	528	23.32	1,865.82	48,511.32	24.49	1,959.32	50,942.32	25.72	2,057.24	53,488.24	27.00	2,160.15	56,163.90	28.35	2,268.10	58,970.60
Recreation Svcs Assistant III	50	8603	529	26.81	2,144.74	55,763.24	28.15	2,251.92	58,549.92	29.56	2,364.52	61,477.52	31.03	2,482.73	64,550.98	32.59	2,606.92	67,779.92
Recreation Svcs Assistant IV	50	8604	530	31.45	2,516.34	65,424.84	33.03	2,642.15	68,695.90	34.68	2,774.24	72,130.24	36.41	2,912.97	75,737.22	38.23	3,058.61	79,523.86
Retired Annuitant - Extra Help	70	5107	747	50.00	4,000.00	104,000.00	-	-	-	-	-	-	-	-	-	125.00	10,000.00	260,000.00
Retired Annuitant - Interim	70	5108	748	50.00	4,000.00	104,000.00	-	-	-	-	-	-	-	-	-	125.00	10,000.00	260,000.00
Risk Analyst	80	2130	857	46.87	3,749.30	97,481.80	-	-	-	-	-	-	-	-	-	61.69	4,935.22	128,315.72
SCADA Technician	20	8627	240	50.39	4,031.01	104,806.26	53.04	4,243.18	110,322.68	55.83	4,466.51	116,129.26	58.77	4,701.58	122,241.08	61.86	4,949.04	128,675.04
Senior Accountant	80	2110	829	52.76	4,220.40	109,730.40	-	-	-	-	-	-	-	-	-	69.44	5,554.97	144,429.22
Senior Accounting Technician	50	6106	539	42.05	3,363.97	87,463.22	44.15	3,532.20	91,837.20	46.36	3,708.80	96,428.80	48.68	3,894.28	101,251.28	51.11	4,088.95	106,312.70
Senior Administrative Analyst	80	2112	834	58.27	4,661.58	121,201.08	-	-	-	-	-	-	-	-	-	76.70	6,136.28	159,543.28
Senior Building Inspector	50	3804	531	64.81	5,184.71	134,802.46	68.05	5,444.02	141,544.52	71.45	5,716.18	148,620.68	75.02	6,001.95	156,050.70	78.78	6,302.08	163,854.08
Senior Buyer	80	2129	856	56.00	4,479.68	116,471.68	-	-	-	-	-	-	-	-	-	68.17	5,453.86	141,800.36
Senior Executive Assistant	80	6123	855	50.19	4,015.32	104,398.32	-	-	-	-	-	-	-	-	-	66.06	5,285.08	137,412.08
Senior HR Analyst	80	2122	841	54.41	4,352.42	113,162.92	-	-	-	-	-	-	-	-	-	71.61	5,729.08	148,956.08
Senior Plan Check Engineer	50	3806	534	74.85	5,987.61	155,677.86	78.59	6,287.15	163,465.90	82.52	6,601.23	171,631.98	86.64	6,930.95	180,204.70	90.97	7,277.42	189,212.92
Senior Planner	80	2805	830	67.96	5,437.08	141,364.08	-	-	-	-	-	-	-	-	-	82.61	6,608.98	171,833.48
Senior Public Works Inspector	50	3203	535	64.81	5,184.75	134,803.50	68.05	5,444.02	141,544.52	71.45	5,716.19	148,620.9						

CITY OF MILPITAS - HUMAN RESOURCES  
All Job Classifications/Salary Table Projection - IAFF 4% / Min Wage Adj

Classification	Union Code	Occ Code	Pay Grade	Step A			Step B			Step C			Step D			Step E		
				Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual
Senior SCADA Technician	20	8628	241	55.43	4,434.12	115,287.12	58.34	4,667.50	121,355.00	61.41	4,913.15	127,741.90	64.65	5,171.74	134,465.24	68.05	5,443.94	141,542.44
Special Project Associate	70	5105	750	20.00	1,600.00	41,600.00	-	-	-	-	-	-	-	-	-	50.00	4,000.00	104,000.00
Special Project Associate	70	8605	750	20.00	1,600.00	41,600.00	-	-	-	-	-	-	-	-	-	50.00	4,000.00	104,000.00
Sr Code Enforcement Officer	50	5806	545	57.58	4,606.19	119,760.94	60.44	4,835.59	125,725.34	63.48	5,078.03	132,028.78	66.65	5,332.31	138,640.06	69.98	5,598.37	145,557.62
Sr. City Manager Analyst	60	1125	694	66.85	5,348.08	139,050.08	-	-	-	-	-	-	-	-	-	86.66	6,932.69	180,249.94
Sr. Public Services Assistant	50	5615	549	42.64	3,411.17	88,690.42	44.77	3,581.73	93,124.98	47.01	3,760.81	97,781.06	49.36	3,948.86	102,670.36	51.83	4,146.30	107,803.80
Sr. Special Projects Associate	70	5106	749	50.00	4,000.00	104,000.00	-	-	-	-	-	-	-	-	-	125.00	10,000.00	260,000.00
Staff Assistant	70	5104	745	18.50	1,480.00	38,480.00	-	-	-	-	-	-	-	-	-	28.57	2,285.60	59,425.60
Student Intern	70	5103	740	18.50	1,480.00	38,480.00	-	-	-	-	-	-	-	-	-	30.00	2,400.00	62,400.00
Water Meter Technician I	20	8104	216	35.04	2,628.23	68,333.98	36.80	2,759.72	71,752.72	38.64	2,897.71	75,340.46	40.57	3,042.53	79,105.78	42.60	3,194.69	83,061.94
Water Meter Technician I -40	20	8620	235	35.05	2,803.66	72,895.16	36.80	2,943.85	76,540.10	38.63	3,090.61	80,355.86	40.56	3,245.02	84,370.52	42.60	3,408.22	88,613.72
Water Meter Technician II	20	8105	217	38.55	2,891.14	75,169.64	40.48	3,035.66	78,927.16	42.50	3,187.41	82,872.66	44.62	3,346.80	87,016.80	46.86	3,514.17	91,368.42
Water Meter Technician II -40	20	8621	236	38.55	3,084.02	80,184.52	40.48	3,238.46	84,199.96	42.49	3,399.45	88,385.70	44.63	3,570.30	92,827.80	46.86	3,748.82	97,469.32
Water Systems Operator	20	7211	219	53.57	4,018.07	104,469.82	56.25	4,218.55	109,682.30	59.07	4,429.89	115,177.14	62.02	4,651.39	120,936.14	65.12	4,883.97	126,983.22
Water Systems Operator - 40	20	8622	237	53.88	4,310.74	112,079.24	56.59	4,526.81	117,697.06	59.42	4,753.59	123,593.34	62.39	4,991.05	129,767.30	65.52	5,241.35	136,275.10

The City pays employees on a bi-weekly basis (every two weeks). Please note that annual amounts are generated using a formula and may not reflect exact totals due to rounding.

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