



**MILPITAS CITY COUNCIL AGENDA  
TUESDAY, SEPTEMBER 17, 2013**

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**455 EAST CALAVERAS BLVD, MILPITAS, CA  
6:00 P.M. (CLOSED SESSION) • 7:00 P.M. (PUBLIC BUSINESS)**

**SUMMARY OF CONTENTS**

- I. CALL TO ORDER/ROLL CALL by the Mayor (6:00 p.m.)**
- II. ADJOURN TO CLOSED SESSION**
  - 1. CONFERENCE WITH LEGAL COUNSEL**  
Existing Litigation, Per Government Code Section 54956.9  
City of Milpitas v. City of San Jose, Santa Clara County Superior Court case no. 112CV233069
  - 2. CONFERENCE WITH LEGAL COUNSEL**  
Existing Litigation, Per Government Code Section 54956.9  
County of Santa Clara, et al., v. Milpitas Economic Development Corporation, et al., Sacramento County Superior Court case no. 34-2013-80001436, and  
Successor Agency to the Milpitas Redevelopment Agency, et al. v. John Chiang, et al., Sacramento County Superior Court case no. 34-2013-80001508
  - 3. CONFERENCE WITH LABOR NEGOTIATORS - COLLECTIVE BARGAINING**  
Pursuant to California Government Code Section 54957.6. City Negotiator: Tom Williams  
Employee Groups: Milpitas Police Officers Association (MPOA), and International Association of Fire Fighters (IAFF). Under Negotiation: Wages, Hours, Benefits, and Working Conditions
- III. CLOSED SESSION ANNOUNCEMENTS:** Report on action taken in Closed Session, if required pursuant to Government Code Section 54957.1, including the vote or abstention of each member present
- IV. PLEDGE OF ALLEGIANCE (7:00 p.m.)**
- V. INVOCATION (Councilmember Montano)**
- VI. APPROVAL OF COUNCIL MEETING MINUTES – September 3, 2013**
- VII. SCHEDULE OF MEETINGS – COUNCIL CALENDARS – September and October 2013**
- VIII. PUBLIC FORUM**

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Members of the audience are invited to address the Council on any subject not on tonight's agenda. Speakers must come to the podium, state their name and city of residence for the Clerk's record, and limit their remarks to three minutes. As an unagendized item, no response is required from City staff or the Council and no action can be taken; however, the Council may instruct the City Manager to agendize the item for a future meeting.

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- IX. ANNOUNCEMENTS**
- X. ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS**
- XI. APPROVAL OF AGENDA**
- XII. CONSENT CALENDAR (Items with asterisks\*)**

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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 member of the City Council, 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. If removed, this item will be discussed in the order in which it appears on the agenda.

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**XIII. PUBLIC HEARING**

- 1. Hold a Public Hearing and Adopt the FY 2012-13 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER) (Staff Contacts: Felix Reliford, 408-586-3071 and Gloria Anaya, 408-586-3075)**

**XIV. UNFINISHED BUSINESS**

- \* 2. Receive a Progress Report on the Alviso Adobe Additional Spanish/Mexican Displays and Signage, Project No. 5055 (Staff Contact: Jeff Moneda, 408-586-3345)**

**XV. REPORT OF MAYOR**

- \* 3. Consider Mayor's Recommendations of Appointments and Re-Appointments to Milpitas Commissions (Contact: Mayor Esteves, 408-586-3029)**

**XVI. ORDINANCE**

- \* 4. Waive the Second Reading and Adopt Ordinance No. 198.4 Increasing the Maximum Payout to \$500 per Bingo Game (Staff Contact: Michael Ogaz, 408-586-3040)**

**XVII. RESOLUTIONS**

- \* 5. Adopt Three Resolutions: to Approve a Subdivision Improvement Agreement, Final Tract Maps, and Public Improvement Plans; Authorize Annexation of Certain Real Property into Community Facilities District No. 2008-1 for "Montague Village Townhomes and Amalfi Apartments;" and, Approve Intention to Establish Community Facilities District No. 2013-1 for Milpitas Transit Area Piper/Montague Subdistrict (Staff Contact: Ebby Sohrabi, 408-586-3335)**
- \* 6. Adopt a Resolution Granting Initial Acceptance of and Authorizing Reduction in Penal Sum of Permittee Improvement Security for GAWFCO Enterprises for Redevelopment of 76 Gas Station at 190 W. Calaveras Boulevard, Project No. 2555 (Staff Contact: Ebby Sohrabi, 408-586-3335)**
- \* 7. Adopt a Resolution to Revise Resolution No. 5981, Reject All Bids for Request For Proposal No. 2048 (City Wide Janitorial Service) and Approve Amendment No. 6 to the Contract with Universal Building Service for a Three Month Extension in the Amount of \$73,461 (Staff Contact: Chris Schroeder, 408-586-3161)**
- \* 8. Adopt a Resolution Authorizing the City Manager to Award and Execute a Construction Contract with Michael Dovgan doing business as A Plus Painting for the 2013 Soundwall Renovation, Project No. 4267, and Authorize Staff to Negotiate and Execute Contract Change Orders (Staff Contact: Steve Erickson, 408-586-3301)**
- \* 9. Adopt a Resolution to Approve Amendment No. 8 to the Agreement with ThyssenKrupp Elevator for Platinum Maintenance for the Annual Not-To-Exceed Amount of \$26,668.72 and Authorize City Manager to Exercise Annual Renewal (Staff Contact: Chris Schroeder, 408-586-3161)**

## XVIII. CONTRACTS

- \* 10. **Approve Amendment No. 1 to Agreement with Dr. Howard Michaels to Provide Medical Director Services to the Milpitas Fire Department for an Additional \$9,000 (Staff Contact: Chris Schroeder, 408-586-3161)**
- \* 11. **Approve Agreement with Burke, Williams & Sorensen, LLP for Outside Labor Negotiator Services (Staff Contact: Michael Ogaz, 408-586-3040)**

## XIX. 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 agencies of the City exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and the 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: [mogaz@ci.milpitas.ca.gov](mailto:mogaz@ci.milpitas.ca.gov) / Fax: 408-586-3056 / 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.ci.milpitas.ca.gov](http://www.ci.milpitas.ca.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, 3<sup>rd</sup> floor 455 E. Calaveras Blvd., Milpitas and on the City website.

All City Council agendas and related materials can be viewed online here:  
[www.ci.milpitas.ca.gov/government/council/agenda\\_minutes.asp](http://www.ci.milpitas.ca.gov/government/council/agenda_minutes.asp) (select meeting date)

### **APPLY TO BECOME A CITY COMMISSIONER!**

Current vacancies exist on the:

*Emergency Preparedness Commission*

*Public Art Committee (Alliance for the Arts member)*

*Community Advisory Commission (alternate)*

Commission application forms are available online at [www.ci.milpitas.ca.gov](http://www.ci.milpitas.ca.gov) or at Milpitas City Hall. Contact the City Clerk's office at 408-586-3003 for more information.

*If you need assistance, per the Americans with Disabilities Act, for any City of Milpitas public meeting, call the City Clerk at (408) 586-3001 or send an e-mail to [mlavelle@ci.milpitas.ca.gov](mailto:mlavelle@ci.milpitas.ca.gov) prior to the meeting. You may request a larger font agenda or arrange for mobility assistance. For hearing assistance, headsets are available in the Council Chambers for all meetings.*

## AGENDA REPORTS

### **XIII. PUBLIC HEARING**

- 1. Hold a Public Hearing and Adopt the FY 2012-13 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER) (Staff Contacts: Felix Reliford, 408-586-3071 and Gloria Anaya, 408-586-3075)**

**Background:** The Consolidated Annual Performance Evaluation Report (CAPER) describes the City's one-year CDBG Programs and Activities undertaken during the past CDBG program year, 2012-13. The CAPER also evaluates the City's overall progress in carrying out those priority projects that were identified in the approved Five-Year Consolidated Plan and One-Year Action Plan.

On August 16, 2012, staff received a letter from the federal Department of Housing and Urban Development (HUD) approving the Five Year Consolidated Plan (2012-2017) which identifies the goals, objectives, policies and financial resources regarding CDBG funding over the next five years.

The CAPER identifies the following major accomplishments (2012-13):

- Use of CDBG funds to replace 148 resident kitchen stoves and replacement of commercial kitchen refrigerator/freezer kitchen appliances, oven and ranges at Terrace Gardens Senior Housing.
- Use of CDBG funds to investigate 63 cases involving housing discrimination and tenant-landlord mediation.
- Provided safety, energy efficiency, accessibility and mobility repairs and improvements to 20 homeowners.
- Provided monthly and weekly supplemental food stock to 1,031+ very low-income households and homeless individuals.
- Assisted 47 seniors with free legal aid services.
- Provided funding for 36 families to participate in Milpitas Family Literacy Program.
- Provided funding for shelter, hot meals, and supportive services for 41 unduplicated Milpitas adult men, women and children for 975 personal shelter days.
- Provided funding for 40 domestic violence victims and their families.
- Provided funding for recreational services, programs and activities for 64 seniors and youths.
- Provided funding for renovation and improvements (including American with Disabilities Act "ADA" compliance) for Augustine and Pinewood Parks.
- Funded 17 different public service agencies and housing providers with CDBG funds to assist more than 6,251 Milpitas residents.

Availability of the CAPER was advertised for public review and comments for 15 days (August 30 - September 16, 2013). Copies of the CAPER were sent to all Service and Housing Providers that received CDBG funds from the City, and to other interested parties. Copies were also made available at City Hall and the Public Library. At the time of this report, no public comments were received by City staff.

**Fiscal Impact:** None.

**Attachment:** Draft CAPER 2012-13

**Recommendations:**

1. Open the public hearing to receive comments, then move to close the public hearing.
2. Adopt the FY 2012-13 Consolidated Annual Performance Evaluation Report.

#### XIV. UNFINISHED BUSINESS

- \* 2. **Receive a Progress Report on the Alviso Adobe Additional Spanish/Mexican Displays and Signage, Project No. 5055 (Staff Contact: Jeff Moneda, 408-586-3345)**

**Background:** At the February 19, 2013 City Council meeting, the historic preservation firm, Page & Turnbull, was awarded an agreement to research, fabricate, and install Spanish/Mexican Era signage and displays at the Alviso Adobe Park. As part of the same action, Council authorized a total budget of \$150,000 for this work. Staff has been working with the consultant to create alternative concepts and locations for displays, while still maintaining the historic setting of the Park and Alviso Adobe building. The consultant provided four concepts for the Spanish/Mexican displays, which were presented to the Parks, Recreation and Cultural Resources Commission (PRCRC) on September 9, 2013. The established budget for this work will only allow for two of the four options to be installed.

At the PRCRC meeting, staff recommended alternatives one and four as the preferred options. The Commission reviewed all four alternatives and approved options one and four for recommendation to the City Council to proceed with these alternatives and to proceed with fabrication and installation.

**Fiscal Impact:** None. Sufficient funds are available in the project budget.

**Recommendation:** Approve the Parks, Recreation and Cultural Resources Commission recommendation for the two preferred options for installation of Spanish/Mexican displays and signs at the Alviso Adobe Park.

#### XV. REPORT OF MAYOR

- \* 3. **Consider Mayor's Recommendations of Appointments and Re-Appointments to Milpitas Commissions (Contact: Mayor Esteves, 408-586-3029)**

**Background:** Mayor Esteves recommends the following appointments and re-appointments:

**Bicycle Pedestrian Advisory Commission:**

Re-appoint Jose Leon as a regular member to a term that will expire in August 2016.

**Library Advisory Commission:**

Re-appoint Hellie Mateo as Alternate No. 1 to a term that will expire in June 2015.

**Sister Cities Commission:**

Re-appoint Roselda Mateo as a regular member to a term that will expire in September 2016.

Re-appoint Peter Chang as Alternate No. 2 to a term that will expire in September 2015.

**Youth Advisory Commission (YAC):**

Re-appoint Sabina King as a regular member to a term that will expire in September 2014.

Re-appoint Sahil Sandhu as a regular member to a term that will expire in September 2014.

Newly appoint Riane Abaya as Alternate No. 2 to a term that will expire in September 2014.

Newly appoint Jacqueline Ajero as Alternate No. 3 to a term that will expire in September 2014.

Newly appoint Clare Sern as Alternate No. 4 to a term that will expire in September 2014.

Copies of Commission applications for YAC are included in the Council agenda packet.

**Recommendation:** Receive Mayor's recommendations and move to approve appointments and re-appointments to Milpitas Commissions.

## XVI. ORDINANCE

- \* 4. **Waive the Second Reading and Adopt Ordinance No. 198.4 Increasing the Maximum Payout to \$500 per Bingo Game (Staff Contact: Michael Ogaz, 408-586-3040)**

**Background:** This Ordinance was introduced at the September 3, 2013 City Council meeting without any changes. If adopted, it will increase bingo games maximum prize amount.

**Fiscal Impact:** None.

**Recommendation:** Move to waive the second reading and adopt Ordinance No. 198.4 increasing maximum payout from \$250 to \$500 per Bingo game, as authorized under California Penal Code Section 326.5.

## XVII. RESOLUTIONS

- \* 5. **Adopt Three Resolutions: to Approve a Subdivision Improvement Agreement, Final Tract Maps, and Public Improvement Plans; Authorize Annexation of Certain Real Property into Community Facilities District No. 2008-1 for “Montague Village Townhomes and Amalfi Apartments;” and, Approve Intention to Establish Community Facilities District No. 2013-1 for Milpitas Transit Area Piper/Montague Subdistrict (Staff Contact: Ebby Sohrabi, 408-586-3335)**

**Background:** Milpitas Station, LLC (“Milpitas Station”), Southside Industrial Park (“Barry Swenson”), and SCS Development Corporation (“Citation”) are property owners in the Transit Area Piper/Montague Subdistrict (“Subdistrict”). The Subdistrict is located close to the Great Mall and the future BART station and bounded by Piper Drive, Montague Expressway and Milpitas Boulevard. The three property owners intend to construct approximately 1400 residential units within the Subdistrict. The City Council adopted Resolution No. 7786 on October 21, 2008 and Resolution No. 7830 on February 17, 2009 approving tentative maps for the construction of apartments, condominium and townhomes by Citation and Milpitas Station. Both tentative maps were subsequently amended with Council approval in 2010 and 2011.

At its August 18, 2009 meeting, the City Council also approved a Cost Sharing and Reimbursement Agreement between the City and Milpitas Station, Barry Swenson, and Citation for the Subdistrict. The Piper Montague Subdistrict is one of the few areas within the Transit Area that requires a substantial investment in new public infrastructure to redevelop the properties. The proposed public infrastructure will mainly serve development in the Subdistrict; consequently, the costs for the improvement were not included in the overall Transit Area infrastructure program funded by the Transit Area Impact Fee.

The Cost Sharing and Reimbursement Agreement sets forth the method of cost sharing for the public infrastructure between the three property owners. The proposed public infrastructure includes new public streets, utilities, sidewalks, lighting, landscaping, and storm and sewer facilities totaling approximately \$6.5 million. Citation is the first developer ready to move forward with its final map and construction of its project and most of the public infrastructure. Under the Cost Sharing and Reimbursement Agreement, the City agreed to assist in implementing the cost sharing program by providing a Transit Area Impact fee credit to the owner who constructs the Subdistrict public infrastructure that exceeds their agreed upon fair share contribution. The credit would later be reimbursed by the remaining owners of the Subdistrict to the City when they move forward with building permits for their respective developments. If however, the remaining owners do not develop their properties or insufficient units of housing were developed so that the City is unable to fully recover the fee credit within seven (7) years after the initial completion date of the public infrastructure, the City may levy assessments or collect Mello-Roo special taxes from the owners based on their share of the

undeveloped housing units. As part of this report, staff requests the City Council to adopt a Resolution of Intention to Establish Community Facilities District No. 2013-1 for Milpitas Transit Area Piper/Montague Subdistrict and to set a public hearing for November 5, 2013 at 7:00 p.m. at City Hall for questions and voting on the formation of the CFD.

On November 1, 2011, the City Council approved an amendment to the Vesting Tentative Map, Conditional Use Permit, and Site Development Permit (Resolution No. 8132) for the Citation Residential Project at 1200 Piper Drive. This project will construct 94 townhomes and 638 apartments, totaling 732 dwelling units, off-site improvements, and a 2.74 acre public park. The public improvements as identified in Improvement Plans 2-1172 and 2-1164 are consistent with requirements and obligations of the Cost Sharing and Reimbursement Agreement.

Citation submitted two final tract maps with required supporting documents and also submitted public and private improvement plans for City review. Milpitas Station (the adjacent property owner) has offered for dedication new public streets and easements under separate instruments. The City will accept the offers of dedication upon the completion of the improvements. Citation will construct Milpitas Station's off-site improvements per the Cost Sharing and Reimbursement Agreement. Staff has completed reviewing the plans and tract maps and determined they satisfy City requirements for this project.

On September 10, 2012, the Parks, Recreation and Cultural Resources Commission approved conceptual design and construction of a 2.74 acre public park with a neighborhood building. Tract #10060 (Citation project) includes offer of dedication for 1.22 acres for the public park, and the Milpitas Station has offered for dedication the remaining 1.52 acres under a separate instrument. The public park plans are currently under design, to be completed by Citation prior to issuance of the 280<sup>th</sup> building permit for the Citation project. The City will accept the offers of dedication upon the completion of the public park.

Citation has also petitioned the City to annex the project into Community Facilities District No. 2008-1 (CFD 2008-1). State law and City Resolution No. 7816 (adopted by the City Council on January 6, 2009) authorize the City to complete such annexation upon the property owner's written consent without further public hearing or formal election. Annexation into CFD No. 2008-1 will subject future property owners to an annual assessment to fund certain City services. The written petition and other required documents are attached to the resolution (included in the Council agenda packet).

**Fiscal Impact:** None.

**Recommendations:**

1. Adopt a Resolution to approve the Subdivision Improvement Agreement between the City of Milpitas and SCS Development Corporation for Final Tract Maps No. 10060 and No. 10061 (Montague Village Townhomes and Amalfi Apartments projects), approve Final Tract Maps No. Tracts 10060 and No. 10061 with the recommended street names, and approve Public Improvement Plans 2-1172 and 2-1164 for construction of public improvements as part of Final Tract Maps No. 10060 and No. 10061.
  2. Adopt a Resolution annexing real properties located within Final Tract Maps No. 10060 and No. 10061 into Community Facility District 2008-1 (Annexation No. 4).
  3. Adopt a Resolution of Intention to Establish Community Facilities District No. 2013-1 for the Milpitas Transit Area Piper/Montague Subdistrict and set a public hearing on November 5, 2013.
- \* 6. **Adopt a Resolution Granting Initial Acceptance of and Authorizing Reduction in Penal Sum of Permittee Improvement Security for GAWFCO Enterprises for Redevelopment of 76 Gas Station at 190 W. Calaveras Boulevard, Project No. 2555 (Staff Contact: Ebby Sohrabi, 408-586-3335)**

**Background:** The City Council approved the redevelopment of the 76 Gas Station located at 190 W. Calaveras Boulevard on August 7, 2012. The property was redeveloped by GAWFCO Enterprises, Inc., a California corporation. The improvement agreement approved by Council required the construction of public improvements as set forth in Improvement Plan No. 2-1148. Public improvements related to the subject project consist of: utility connections to City facilities (potable water, sanitary sewer and storm drain), removal and reconstruction of sidewalk, tree wells, ADA ramps, and damaged curb and gutter on both W. Calaveras Boulevard and Serra Way frontages. These public improvements are valued at approximately \$125,000 and have been completed by the developer in accordance with approved improvement plans. The work is, therefore, now ready for initial acceptance in accordance with the improvement agreement and staff recommends the City Council adopt a resolution granting initial acceptance of the project and authorize reduction of the contractor's performance bond to \$12,500.00, which is 10% of the final contract value.

**Fiscal Impact:** None. All costs associated with this project will be paid for by the developer.

**Recommendation:** Adopt a resolution granting initial acceptance of the 76 Gas Station located at 190 W. Calaveras Boulevard, Project No. 2555, subject to a one-year warranty period and reduction of the faithful performance bond to \$12,500.

- \* 7. **Adopt a Resolution to Revise Resolution No. 5981, Reject All Bids for Request For Proposal No. 2048 (City Wide Janitorial Service) and Approve Amendment No. 6 to the Contract with Universal Building Service for a Three Month Extension in the Amount of \$73,461 (Staff Contact: Chris Schroeder, 408-586-3161)**

**Background:** On August 27, 2013, staff issued a Request for Proposal ("RFP") No. 2048 for Citywide janitorial services and received only one proposal from Universal Building Services, the current service provider. The proposed one year contract price is \$683,412, which is 42% more than the current annualized contract price of \$480,035.04 per year, and is much greater than the amount budgeted by Public Works for this service. Staff believes that the increased cost is primarily driven by the City's requirement for the payment of prevailing wages for contracted janitorial and custodial services. In 1991, the City adopted Resolution No. 5981 containing a provision requiring the payment of prevailing wages for contracted maintenance of City owned buildings structures, and ground facilities where the contract amount exceeds \$1,000. That particular prevailing wage provision includes janitorial and custodial services, even though State law explicitly exempts janitorial and custodial services from the payment of prevailing wages.

Staff believes that the City may obtain a better proposal if the prevailing wage requirement is removed from the RFP. Therefore, staff recommends that the last sentence of Section I, 1.C. of Resolution No. 5981 "Janitorial and custodial service is specifically included." be revised to state that janitorial and custodial services are specifically excluded in accordance with State law. A draft of the proposed resolution and Resolution No. 5981 are provided as part of this agenda item. Staff also requests that Council reject the proposal from Universal Building Services, and approve Amendment No. 6 to the contract with Universal Building Services for an approximate three month extension from September 22, 2013 to December 31, 2013 in the amount of \$73,461 for a total contract amount of \$245,017.52. The contract extension will allow staff time to re-issue the RFP without the prevailing wage requirement.

**Fiscal Impact:** None. Funds for the contract amendment with UBS are available in the Public Works operating budget.

**Recommendation:** Adopt a resolution to:

1. Eliminate the requirement to pay prevailing wages for contracted janitorial and custodial services. This will revise terms in Resolution No. 5981.
2. Reject all bids received for Request For Proposals No. 2048 for Citywide Janitorial Service.

3. Approve Amendment No. 6 to the current contract with Universal Building Service to extend it from September 22, 2013 to December 31, 2013 in the amount of \$73,461, for a total contract amount of \$245,017.52 for janitorial and custodial services.
- \* **8. Adopt a Resolution Authorizing the City Manager to Award and Execute a Construction Contract with Michael Dovgan doing business as A Plus Painting for the 2013 Soundwall Renovation, Project No. 4267, and Authorize Staff to Negotiate and Execute Contract Change Orders (Staff Contact: Steve Erickson, 408-586-3301)**

**Background:** On August 6, 2013, the City Council approved the project plans and specifications and authorized the advertisement for construction bid proposals for the 2013 Soundwall Renovation Project. The project provides for repair and painting of City-owned soundwalls located along the easterly side of Milpitas Boulevard, from Escuela Parkway to Tramway Drive. Repairs include: the removal of loose and fractured concrete, cleaning exposed rebar and patching of the wall, and applying an elastomeric paint to help prevent decay. The Engineer's Estimate for the base bid project work was \$120,000.

The project was advertised and six sealed bid proposals were received on August 26, 2013. Bid proposals ranged from \$81,720 to \$216,710, and the lowest responsible base bid was submitted by Michael Dovgan doing business as A Plus Painting a sole proprietorship, in the amount of \$81,720. Sufficient funds to award this project are available in the project budget. Staff recommends that the City Council authorize the City Manager to award and execute a construction contract to the lowest responsible bidder for the project.

As was approved for the successful completion of recent projects with tight completion schedules, staff requests the use of contingencies in the amount of \$12,000 (approximately 15% of the contract award) to apply toward any additional scope of work identified by the City Engineer during construction due to unforeseen circumstances. Unforeseen circumstances include but are not limited to the following: additional repairs beyond the scope of work identified, additional quantities due to unforeseen conditions encountered during construction, and other miscellaneous items. This allows for the timely completion of this project by addressing the additional scope of work immediately and avoiding remobilization costs by the contractor. This work is necessary in order to minimize potential claims or risk to the City and provide for the best final work product. The construction contingency established for this project is \$12,000. Staff recommends the City Council authorize the Director of Public Works to negotiate and execute change order(s) within the contingency amount of \$12,000 without any further Council approval or appropriation.

**Fiscal Impact:** None. Sufficient funds are available in the project budget.

**Recommendations:**

1. Adopt a Resolution authorizing the City Manager to award and execute a construction contract with Michael Dovgan doing business as A Plus Painting for 2013 Soundwall Renovation, Project No. 4267 in the amount of \$81,720.
  2. Authorize the Director of Public Works to execute change order(s) for the 2013 Soundwall Renovation, Project No. 4267 in the cumulative contingency amount not to exceed \$12,000 for the project.
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- \* **9. Adopt a Resolution to Approve Amendment No. 8 to the Agreement with ThyssenKrupp Elevator for Platinum Maintenance for the Annual Not-To-Exceed Amount of \$26,668.72 and Authorize City Manager to Exercise Annual Renewal (Staff Contact: Chris Schroeder, 408-586-3161)**

**Background:** The City previously entered into a Platinum Maintenance Agreement with ThyssenKrupp Elevator Corporation on July 1, 2005 to maintain the elevators in the City Hall, Police, and Public Works buildings. The technology to maintain the elevators is proprietary and

in September of 2011, the City Council approved a sole source designation pursuant to Milpitas Municipal Code Section I-2-3.09 for a five-year period. The contract entered into on July 1, 2005 allows for annual price adjustments based on the percentage change in the average rate paid to elevator examiners. Proposed Amendment No. 8 is for the period of July 1, 2013 to June 30, 2014 in the amount of \$26,668.72, which includes a contingency of \$5,000 for unanticipated repairs. Staff requests authority for the City Manager to renew the Platinum Maintenance Agreement on an annual basis for the next three years with an annual increase of no more than 3.5% per year, without further Council action, except for the appropriation of funds.

**Fiscal Impact:** None. This is a programmed expense approved in the FY 2013-14 budget for Facilities Maintenance.

**Recommendation:** Adopt a resolution to:

1. Approve Amendment No. 8 to the agreement with ThyssenKrupp Elevator Corporation for the Platinum Maintenance Elevator Service in the amount of \$26,668.72 and for a retroactive period from July 1, 2013 to June 30, 2014; and
2. Authorize the City Manager to extend the term of the agreement on an annual basis for the next three years with an annual increase of no more than 3.5% per year, without further City Council action except for the appropriation of funds.

## **XVIII. CONTRACTS**

- \* **10. Approve Amendment No. 1 to Agreement with Dr. Howard Michaels to Provide Medical Director Services to the Milpitas Fire Department for an Additional \$9,000 (Staff Contact: Chris Schroeder, 408-586-3161)**

**Background:** As a provider of first responder Advanced Life Support (Paramedic) Services, the Milpitas Fire Department is required (by Santa Clara County EMS Agency) to maintain a Medical Director (Physician) to provide medical oversight for documentation, quality assurance and improvement, public access defibrillation, controlled drugs administration, medical device purchases, dispatch center, and infectious disease control policy and consultation. The City previously entered into an agreement with Dr. Howard Michaels to provide these required services for a term from March 10, 2011 to September 30, 2013 in the amount of \$1,500 per month. However, newly submitted requirements by the County, which Dr. Michaels does not offer, require staff to solicit for a new Medical Director. Staff requests a six month extension of Dr. Michaels' current contract at \$1,500 per month, making the total contract amount \$54,000. Six months will allow staff enough time to put together a comprehensive "Scope of Work" and solicit another Medical Director for Milpitas Fire Department.

**Fiscal Impact:** None. Funds for this service are available in the Fire Department operating budget.

**Recommendation:** Approve Amendment No. 1 to the agreement with Dr. Howard Michaels to extend the term of his current agreement with the City from October 1, 2013 to March 30, 2014 in the amount not to exceed \$9,000, for a total contract amount of \$54,000, for services at the Milpitas Fire Department.

- \* **11. Approve Agreement with Burke, Williams & Sorensen, LLP for Outside Labor Negotiator Services (Staff Contact: Michael Ogaz, 408-586-3040)**

**Background:** For purposes of representing the City during labor negotiations, the law firm of Burke Williams and Sorensen is recommended. The City has received excellent service from this firm in other areas (Burke represented the City in its victory in the Walmart case) and the firm has extensive experience in the field of labor negotiations.

**Fiscal Impact:** Budget transfer of \$50,000 from the contingency reserve fund to the Office of the City Attorney budget to cover contract amount.

**Recommendation:** Approve a consultant agreement with the law firm of Burke, Williams & Sorensen LLP for labor negotiation services in the amount of \$50,000.

**XIX. ADJOURNMENT**

**NEXT REGULARLY SCHEDULED COUNCIL MEETING  
TUESDAY, OCTOBER 1, 2013 AT 7:00 P.M.**



> Recognition to Milpitas Youth Soccer League upon celebrating its 10-Year anniversary offering soccer, both recreation and competitive, activities to young people in Milpitas. It was accepted by Niranjan Gupta and another member of MYSL.

**PUBLIC FORUM**

Robert Marini, a Milpitas resident, discussed a past lawsuit against the City, and costs from the suit. He wondered how the City would recoup those costs.

Eugenia Allen-Egbert, Milpitas resident, requested a sculpture garden for Milpitas, where there could be on display art made from recyclable materials. Her son showed the Council and audience a dog "Ezekiel" made by her friend from parts of her old push-lawnmower, as a sample of the type of art that could be in such a garden. She distributed a poem to Councilmembers.

Nina Seth, new resident of Milpitas, explained that she lived on N. Milpitas Blvd., and asked the City to reconsider the speed limit near where she lives. She saw cars speeding through the residential area, and recommended to have it consistent through the area at 35 mph, not 45.

**ANNOUNCEMENTS**

Vice Mayor Polanski thanked the Police Department from the Chief on down, for the first Neighborhood Watch Block Captains meeting held last Thursday evening. It was a big success with a great turnout, with excellent information provided by police staff.

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

City Attorney Ogaz asked City Councilmembers if they had any personal conflicts of interest or reportable campaign contributions and the response to both was none.

**APPROVAL OF AGENDA**

Motion: to approve the agenda, as submitted

Motion/Second: Vice Mayor Polanski/Councilmember Giordano

Motion carried by a vote of: AYES: 5  
NOES: 0

**CONSENT CALENDAR**

Motion: to approve the Consent Calendar (items noted with \*asterisk), as amended

City Manager Tom Williams requested to remove agenda item No. 13 (Chamber of Commerce loan request) from consent.

Councilmember Montano asked to remove Item No. 4 (Accounts Receivable write-offs).

Mayor Esteves asked to remove Item No. 11 (agreement with Mei Wan) from consent.

Motion/Second: Councilmember Giordano/Vice Mayor Polanski

Motion carried by a vote of: AYES: 5  
NOES: 0

\* 2. Odor Update Report Received the August 2013 odor report.

\* 3. Commission Appointments Confirmed the following appointments:

Youth Advisory Commission:

Re-appointed Monica La to a term that will expire in September 2014.

Re-appointed Cindy Wang to a term that will expire in September 2014.

Re-appointed Sabrina Leon to a term that will expire in September 2014.

Appointed Sahil Hansalia to a term that will expire in September 2014.

Appointed Veronica Wang to a term that will expire in September 2014.

Appointed Arjun Goyal to a term that will expire in September 2014.

Appointed Raveena Chahal as Alternate No. 1 to a term that will expire in Sept. 2014.

Public Art Committee:

Newly appointed Christina Driggers as a general member to a term that will expire in October 2014.

Bicycle Pedestrian Advisory Commission:

Re-appointed Christine Sanchez to a term that will expire in August 2016.

- \* 5. FY 2012-13 Year End Budget Adjustments Milpitas City Council and the Milpitas Housing Authority approved Fiscal Year 2012-13 year-end budget appropriations, as itemized on the budget change form.
- \* 7. Resolution ABAG PLAN Adopted Resolution No. 8292 rescinding Resolution No. 5305, and appointing the Director of Financial Services and Assistant City Attorney (alternate) to the Association of Bay Area Government Pooled Liability Assurance Network (ABAG PLAN) Board of Directors.
- \* 8. Resolution on Land Value Adopted Resolution No. 8293 establishing the fair market value of land in the City of Milpitas outside the Transit Area Specific Plan and Midtown Specific Plan to be \$51 per square feet and \$2,221,560 per acre for the purpose of calculating park in-lieu fees, effective on September 3, 2013.
- \* 9. Resolution Approving Site Permit Adopted Resolution No. 8294 approving a Site Development Permit No. SD13-0006, subject to conditions of approval, for renovation of an existing patio deck, construction of a new 397 square foot outdoor patio cover, installation of retaining walls, 6-foot wooden wire mesh fence, and new landscaping, to an existing hillside single family residence located at 1800 Pinehurst Court.
- \*10. Agreement with BFGC Architects Planners Inc. Approved an agreement with BFGC Architects Planners, Inc. doing business as IBI Group Architecture Planning for a term from September 3, 2013 to December 15, 2015, in the amount of \$62,000, for design and construction management services for the Milpitas Sports Center Facility Improvement, Project No. 3408.
- \*12. Agreement with PredPol Authorized the City Manager to execute an agreement with PredPol Inc. for Predictive Policing software for the not-to-exceed annual price of \$12,500 for a total three year contract value of \$37,500.

**UNFINISHED BUSINESS**

- 1. Strategic Planning Update  
Dr. Shawn Spano, consultant for strategic planning, addressed the Council on Phase I for the City of Milpitas, following his meetings with the Mayor and Councilmembers, and also with the executive management team. He described the tangible outcome.  
  
Phase 2 of the Strategic Planning process would be to document the vision, mission and values of the City, through open and honest communication with city employees and community members, especially residents. Dr. Spano was interested in talking to City Commissioners and other active residents of Milpitas. Phase 2 would be a time to collect a great deal of data. The Employee Engagement Team would meet, along with online methods for providing input. A final version of the vision, mission and values should be available in the spring of 2014.  
  
Councilmember Giordano appreciated the one-on-one interview with him and was confident about the process toward the strategic plan.  
  
Vice Mayor Polanski agreed with Councilmember Giordano and the City was definitely headed in the right direction. Regarding Commissions, she asked Dr. Spano if he envisioned going to those meetings and explaining this process, and he replied yes. The Vice Mayor felt it would be valuable to do at Commission meetings, so long as enough time was scheduled for meaningful discussion.

Mayor Esteves asked where he could view the deliverables from Phase I. City Manager Williams said he has that in writing and would make it available to the Mayor and Council. Next, the Mayor asked for costs to date and the anticipated cost of next phases.

Costs were identified by Dr. Spano as follows: Phase 1 \$16,400; Phase 2 \$91,000; Phase 3 \$48,000; and Phase 4 would cost less, with an estimate only of \$20,000. The total tallied \$175,400, which was slightly more than budgeted for this project.

Mayor Esteves asked him what was unique about the City of Milpitas that he found in his discussions so far. Dr. Spano said it was the question of the unknown, since not a lot of community engagement happened so far. This was a community in transition, as opposed to a long established one. The Mayor was concerned about the Action Plan, and when that would happen. In Phase 3, with objectives under the strategic goals, was the response. Then, actions would become specific in Phase IV in the final Strategic Plan. Mayor Esteves inquired and commented about how the Strategic Plan would relate to the City's budget and future budgeting.

Councilmember Montano felt Phase 2 was the most important part of the Strategic Plan effort. Mission, vision and values were important to find out. The City was a community, and this work must go out to find out what the mission, vision and values of the city were. She asked how he would reach out to less visible groups in Milpitas, such as African Americans and Latinos in the city. Dr. Spano responded person-to-person contact was best, not by simply sending out a flyer or an e-mail. Ms. Montano recommended reaching out to the school district.

Motion: to receive an update report on the strategic planning effort - Phase I; and, to approve Phases II and III of Strategic Planning to move forward with the various engagement activities in order to develop and draft Strategic Goals and Objectives, which will be presented at a future Council meeting

Motion/Second: Vice Mayor Polanski/Councilmember Giordano

Motion Carried by a vote of: AYES: 3  
NOES: 2 (Esteves, Gomez)

Mayor Esteves explained his No vote, stating he would like to have and read the Phase I report in hand, before he would vote for funding for the next phase of the Strategic Plan.

## NEW BUSINESS

### 4. Accounts Receivables

Councilmember Montano had a question on the numbers reported on page 6, on total invoiced amounts. She asked staff for clarification, on the values in the report and Finance Director Emma Karlen responded. Ms. Karlen also stated the total amount for write-off was merely 0.3% of the total invoiced amount, for recreation Ms. Karlen emphasized that the City would continue to receive and process any payments that come in to the City on these amounts (even after the vote approving the write-offs).

Motion: to approve the Accounts Receivable Write-off in total of \$122,084.46 for the fiscal year ended June 30, 2013

Motion/Second: Vice Mayor Polanski/Councilmember Giordano

Motion carried by a vote of: AYES: 5  
NOES: 0

## ORDINANCE

### 6. Bingo Games Prize Limit

City Attorney Mike Ogaz explained the proposed change in the local law, based on recent state law updates, as requested by residents recently. The goal was to permit an increase to \$500 from current \$250, as the maximum possible prize at licensed bingo games.

The City Attorney then read aloud the title of Ordinance No. 198.4, "An Ordinance of the City Council of the City of Milpitas Amending Section III-7-13.02 of the Milpitas Municipal Code to Increase the Total Value of Prizes that May be Awarded for Each Bingo Game from \$250.00 to \$500.00 as Authorized Under California Penal Code Section 326.5."

Motion: to waive the first reading beyond the title of Ordinance No. 198.4

Motion/Second: Vice Mayor Polanski/Councilmember Giordano

Motion carried by a vote of: AYES: 5  
NOES: 0

Motion: to introduce Ordinance No. 198.4 amending Section III-7-13.02 of the Milpitas Municipal Code to increase the maximum prize value payout for each Bingo game from \$250 to \$500 as authorized under California Penal Code Section 326.5

Motion/Second: Councilmember Giordano/Vice Mayor Polanski

Motion carried by a vote of: AYES: 5  
NOES: 0

## RESOLUTIONS

Three resolutions were adopted on consent calendar.

## CONTRACTS

Two agreements with the City were approved on consent calendar.

### 11. Agreement for Center Stage Performing Arts

Mayor Esteves wanted to express to the public the real costs of the theatre program for children and to explain the City's support for Center Stage.

Recreation Coordinator Stephanie Douglas responded that, in part, \$107,413 for use of the space was provided. Indirect costs include staff time, estimated at \$22,000 reported Carmen Valdez. There were also insurance fees waived. With 40-80 participants in each production and four productions each season, there could be 160 to 200 youth involved. City Manager Williams calculated that would amount to \$640 per student that the City contributed to the theatre program.

Motion: to approve the agreement with Mei Wan, an individual doing business as Center Stage Performing Arts, for the children's theatre program for a one year term from August 27, 2013 to August 26, 2014, with a payment of 90% of City-collected program cast fees

Motion/Second: Councilmember Giordano/Vice Mayor Polanski

Motion carried by a vote of: AYES: 5  
NOES: 0

### 13. Approve \$20,000 Loan to Chamber of Commerce

City Manager Williams gave background on the Milpitas Chamber of Commerce, related to the International BBQ and Festival. The Chamber would like to postpone its festival and to host it in 2014 during the celebration of the 60<sup>th</sup> anniversary of Milpitas. The organization continued to have urgent operating capital needs, to host some fundraisers, and to work on membership drives as in its current workplan. The Chamber requested that the City Council consider a short-term loan with a payback period over two years.

Vice Mayor Polanski asked if the City was charging interest and Mr. Williams said yes, interest would be paid at 2% if the loan was not paid back in full at the two year mark. The Vice Mayor wanted the Chamber to postpone the Festival until the 60<sup>th</sup> anniversary year and said the Chamber could pay back the City after the festival event. She also asked if the City Manager could find office space at a non-profit rate, at the City, for the Chamber of Commerce since it was in dire need.

Councilmember Giordano explained that Mayor Esteves and she met at City Hall with Chamber representatives last week, to consider the item on the agenda. She had the idea to front the Chamber the funds, to persuade them to still have the event, even if held later next year. So the money she supported last week would be for hosting the festival. She knew the Chamber was in crisis, however she would vote no on the newer proposal for the funds. She did not support the idea of possible office space to be offered by the City.

Councilmember Gomez sought clarification on the needs of the Chamber and what the City proposed, and the City Manager responded.

Chamber President Liz Ainsworth came to the podium to explain that Chamber leaders came to the City last week to express the status of Chamber's situation.

Councilmember Montano asked her what was most important at this time. The Chamber President said the festival event would still go on but next year. Councilmember Montano supported the idea of a city-wide event, during the year of 60<sup>th</sup> anniversary, while locating office space or a facility would help the Chamber, with no need for a loan.

Tom Valore, Chamber Board member and CFO, spoke to the City Council, recounting recent drastic actions taken by the Chamber's Board of Directors, including the layoff of the Chamber Executive and plans to vacate their rented offices.

Councilmember Montano stressed to the Chamber representatives that they needed to do more outreach to get more members signed up, especially in the broad range of businesses currently in Milpitas.

City Attorney Ogaz said the loan and facility space issues could present legal issues on the latter. He wanted the opportunity to brief the Council on ramifications, on the use by the Chamber, if that proceeded.

Mayor Esteves appreciated what the Chamber did and said their functions were vital to the City and economic development. For assistance, he commented on how in San Jose, non-profits used space for free, if sites were already empty. He supported assistance in terms of space. On the BBQ Festival, he asked if they were confident in its success next year. He viewed the loan funds as an investment.

Councilmember Gomez was okay with assisting the Chamber to find space to re-locate. He grappled with the Festival and was not sure if it was best for all. He wanted to wait for the budget cycle to discuss any loan or grant to the Chamber of Commerce, which did a service for this community.

Councilmember Montano suggested perhaps an exploratory committee be formed to get a handle on these issues. Mayor Esteves noted the urgency.

Vice Mayor Polanski was not in favor of an exploratory committee. Staff could do the work she discussed earlier. Any loan would be repaid in January 2014 and interest would accrue at 2%. She asked staff to look into office space needs for the Chamber and to bring back information at the next City Council meeting, and invited the Chamber President to attend the next 60<sup>th</sup> Anniversary Subcommittee meeting next week. She stated that was a motion, and it was seconded by Mayor Esteves.

A vote on that motion failed by a vote of two (2) in favor (Mayor and Vice Mayor) and three (3) opposed.

Councilmember Gomez then made a motion, by restating the earlier motion by Vice Mayor Polanski, but not including any loan and to move the idea of a loan to the Chamber of Commerce to budget discussion time. Councilmember Giordano seconded his motion.

Tom Valore responded further to the Mayor's question on how the Chamber of Commerce could manage if no loan was offered.

City Attorney Ogaz commented that it was not appropriate to vote on finding space, since that topic was not on the agenda. Councilmembers agreed it be brought back to vote on September 17.

Chamber President Ainsworth discussed the one Chamber office staff member maintained and what would be necessary to keep Chamber services ongoing.

Motion: to take action to assist the Milpitas Chamber of Commerce by asking City staff to look into office space needs for the Chamber and to bring back information at the next City Council meeting, invite the Chamber President to attend the next 60<sup>th</sup> Anniversary Subcommittee meeting next week; not to include any loan at this time, and to move the loan to budget discussion time, and bring back any action item for a vote on September 17

Motion/Second: Councilmember Gomez/Councilmember Giordano

Motion carried by a vote of: AYES: 4  
NOES: 1 (Esteves)

## **ADJOURNMENT**

Mayor Esteves adjourned the meeting of the City Council and Housing Authority at 9:25 PM.

*Meeting minutes respectfully submitted by  
Mary Lavelle, City Clerk*

August 2013						
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

October 2013						
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		

# Council Calendar

## September 2013

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>1</b>	<b>2</b> 	<b>3</b> <b>6:00 PM</b> -Closed Session <b>7:00 PM</b> -City Council	<b>4</b> <b>7:30 AM</b> -VTA Northeast Group (JE) <b>5:30 PM</b> -Veterans Commission Special Meeting (DG) <b>7:00 PM</b> -Community Advisory Commission (AG)	<b>5</b> <b>5:30 PM</b> -VTA Board of Directors (JE) <b>7:00 PM</b> -Bicycle Pedestrian Advisory Commission (AG)	<b>6</b> <b>8:30 AM</b> -Coyote Flood Protection and Watershed Advisory Committee (CM) <b>9:00 AM</b> -Silicon Valley Regional Interoperability Authority Group (JE)	<b>7</b>
<b>8</b>	<b>9</b> <b>6:00 PM</b> -Economic Development Commission (CM) <b>7:00 PM</b> -Parks, Recreation & Cultural Resources Commission (AP) <i>(at the Community Center)</i>	<b>10</b> <b>5:30 PM</b> -Special Meeting (New Subcommittee on Outside Negotiators) (AP/DG)	<b>11</b> <b>7:00 PM</b> -Planning Commission	<b>12</b> <b>4:00 PM</b> -Oversight Board (AG) <b>4:00 PM</b> -VTA Policy Advisory Committee (AG) <b>4:30 PM</b> -Treatment Plant Advisory Committee (JE) (San Jose) <b>7:00 PM</b> -Cities Assoc of SCC (JE) <b>7:00 PM</b> -Youth Advisory Comm. (DG)	<b>13</b>	<b>14</b>
<b>15</b>	<b>16</b> <b>7:00 PM</b> -Telecommunications Commission (AP) <b>7:00 PM</b> -Library Advisory Commission (CM)	<b>17</b> <b>6:00 PM</b> -Closed Session <b>7:00 PM</b> -City Council	<b>18</b> <b>5:30 PM</b> -Veterans Commission Special Meeting (DG)	<b>19</b> <b>12:30 PM</b> -VTA Admin & Finance Committee (JE) <b>5:30 PM</b> -60 <sup>th</sup> Anniversary Planning Subcommittee (AP/CM) <b>7:00 PM</b> -Bay Area Water Supply Conserv. Agency (AG) (Foster City)	<b>20</b>	<b>21</b>
<b>22</b>	<b>23</b> <b>6:00 PM</b> -Arts Commission (DG) <b>7:00 PM</b> -Public Art Committee (DG)	<b>24</b>	<b>25</b> <b>7:00 PM</b> -Planning Commission	<b>26</b> <b>7:00 AM</b> -Milpitas Chamber of Commerce Board (DG) <b>12:00 PM</b> -Terrace Gardens Board of Directors (DG) <b>6:00 PM</b> -Sister Cities Commission (CM) <b>7:00 PM</b> -Emergency Preparedness Commission (AP) <i>(at Fire Station 1 Training Room)</i>	<b>27</b> <b>9:00 AM</b> -VTA Board of Directors Workshop (JE)	<b>28</b>
<b>29</b>	<b>30</b>					

September 2013						
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					

November 2013						
S	M	T	W	T	F	S
						1
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

# Council Calendar

## October 2013

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		<b>6:00 PM</b> -Closed Session <b>7:00 PM</b> -City Council	<b>7:30 AM</b> -VTA Northeast Group (JE) <b>5:30 PM</b> -Veterans Commission (DG) <b>7:00 PM</b> -Community Advisory Commission (AG)	<b>5:30 PM</b> -VTA Board of Directors (JE)		
6	<b>10:00 AM</b> -SVRT Program Working Committee (JE) <b>7:00 PM</b> -Parks, Recreation & Cultural Resources Commission (AP)		<b>7:00 PM</b> -Planning Commission	<b>4:00 PM</b> -VTA Policy Advisory Committee (AG) <b>4:30 PM</b> -Treatment Plant Advisory Committee (JE) (San Jose) <b>7:00 PM</b> -Youth Advisory Commission (DG) <b>7:00 PM</b> -Cities Assoc of Santa Clara County (JE)		
13	<b>6:00 PM</b> -Economic Development Commission (CM)	<b>6:00 PM</b> -Closed Session <b>7:00 PM</b> -City Council		<b>12:30 PM</b> -VTA Admin & Finance Committee (JE)		
20	<b>7:00 PM</b> -Telecommunications Commission (AP)	<b>6:00 PM</b> -Recycling & Source Reduction Advisory Commission (CM)	<b>12:00 PM</b> -Santa Clara Valley Water Commission (AG) <b>7:00 PM</b> -Planning Commission	<b>7:00 AM</b> -Milpitas Chamber of Commerce Board (DG) <b>1:30 PM</b> -County JPA Board (CM) <b>6:00 PM</b> -Sister Cities Commission (CM)		
27		<b>1:30 PM</b> -Senior Advisory Commission (JE)		<b>12:00 PM</b> -Terrace Gardens Board of Directors (DG)		



**CITY OF MILPITAS**

**DRAFT  
CONSOLIDATED PERFORMANCE  
ANNUAL EVALUATION REPORT  
(CAPER)**

**FISCAL YEAR 2012-2013**

# City of Milpitas

## Consolidated Annual Performance and Evaluation Report (CAPER 2012-2013)

### Table of Contents

<b>Introduction</b> .....	1
<b>Summary of the Consolidated Plan Annual Performance Report</b> .....	1
<b>Public Review of the CAPER</b> .....	1
<b>Geographic Distribution</b> .....	2
<b>Summary of Accomplishments</b> .....	2
Affordable Housing Programs and Opportunities.....	4
Meet or Exceed 3-5 Year Goals and Expectations for Affordable Housing.....	5
Meet or Exceed 3-5 Year Goals and Expectations for Homelessness.....	6
Meet or Exceed 3-5 Year Goals and Expectations for Public Services .....	6
Public Services Provided.....	6
Non-Public Services Provided.....	8
<b>Resources Made Available</b> .....	8
<b>Leveraging Other Resources</b> .....	9
<b>Status of Other Actions Taken During The Year To Implement The City’s Goals And Objectives</b> .....	10
Existing Public Policy.....	10
Public Housing Improvement and Residents Initiatives.....	11
Institutional Structure.....	11
Actions Taken to Overcoming Gaps in Institutional Structures to Enhance Coordination .....	12
Lead Based Paint Hazard Reduction.....	12
<b>Affirmatively Furthering Fair Housing</b> .....	18
Results.....	12
<b>Continuum of Care Narrative</b> .....	19
<b>Accomplishments</b> .....	20
Households and Persons Assisted.....	20
Programs and Services to Address the Needs of Homeless Persons and Special Service Needs.....	20
Programs and Services to Address and Prevent Persons and Families from Becoming Homeless.....	20
Programs and Services to Address Homeless Persons, Including Those with Special Needs, to Transition to Independent Living.....	21
Actions to Assist Non-Homeless Elderly Persons.....	21
Actions to Assist Persons with Physical or Mental Disabilities.....	21
Actions to Assist Persons with Alcohol or Other Drug Related Problems.....	22
Actions Taken to Improve Public Housing and Residents Initiatives.....	22
Actions to Address Obstacles to Meeting Undeserved Needs.....	23

Actions to Foster and Maintain Affordable Housing and Eliminating Barriers Affordable Housing.....	23
Actions Taken to Reduce the Number of Persons Living Below the Poverty Level.....	23
Actions Taken to Ensure Compliance with Program and Comprehensive Planning Requirements.....	24
Public Facilities and Improvement Needs.....	25
<b>Self Evaluation of Progress in Addressing Identified Needs and Objectives.....</b>	<b>25</b>
<b>Citizen Participation.....</b>	<b>26</b>
Summary of Public Comments Received.....	26

**CITY OF MILPITAS**  
**CONSOLIDATED PLAN ANNUAL PERFORMANCE EVALUATION REPORT**  
**(CAPER)**  
**JULY 1, 2012-JUNE 30, 2013**

**Introduction**

Pursuant to the Department of Housing and Urban Development (HUD) funding requirements and in conformance with 24 CFR Part 91.520 Performance Report, City of Milpitas has prepared and will be recommending approval of its 2011-2012 Consolidated Annual Performance Evaluation Report (CAPER). The CAPER describes: 1) the City's low and moderate income housing and community development activities carried out during the past fiscal year 2012-2013, 2) the funding resources that were made available for low income activities, and 3) the number of low income households who received assistance with housing related needs.

The CAPER also evaluates the City's overall progress in carrying out those priority projects that were identified in the approved Five Year (2012-2017) Consolidated Plan and One-Year Action Plan. To date, Milpitas has met its overall one-year goals and will be on target to meet its goals for the Five-Year Consolidated Plan.

**Summary of the Consolidated Plan Annual Performance Report:**

The CAPER'S Narrative Report consists of the following:

- 1) Summary of Accomplishments
- 2) Resources Made Available/Leveraging Resources
- 3) Status of the Actions Taken During the Year to Implement the City's Goals and Objectives
- 4) Affirmatively Furthering Fair Housing
- 5) Accomplishments (Households and Persons Assisted)
- 6) The City's Self- Evaluation on the Progress made in Addressing and Identifying the Priority Needs and Objectives
- 7) Citizens Comments and Public Review

**Public Review of the CAPER**

The CAPER was made available for public review and comments for a 15-day public review period from **August 30, 2013 to September 16, 2013**. Copies were sent out to CDBG Service Providers and all interested parties. Copies are also made available in the Milpitas Public Library and Public Service Counter at Milpitas City Hall. The Milpitas City Council will hold a public hearing on the Draft CAPER on **Tuesday, September 17, 2013 at Milpitas City Hall, 455 E. Calaveras Blvd. at 7:00 p.m.** After the public hearing and public review and comment period, a copy of the CAPER along with the

Financial Summary Grantee Performance Report, Summary of Housing Accomplishments and Integrated Disbursement and Information System (IDIS) reports will be forwarded to HUD by September 27, 2013. Public Notice of the CAPER public review and comments period and the City Council's public hearing will be advertised in the Milpitas Post, along with letters to Public Service and Housing Providers and other interested parties (including a draft copy of the CAPER) will be mailed.

### Geographic Distribution

The specific geographic areas in which the City of Milpitas provided direct assistance with CDBG funds during the 2012-2013 fiscal year contains a high concentration of minority population including Asian, Hispanics and Blacks households. The rationale for targeting these areas for allocating CDBG funds are based on financial, social and economic needs of several working class neighborhoods. Neighborhoods such as Sunnyhills, Selwyn, Shirley and Dempsey Road and Temple Drive and Adams Ave with high concentration of minority populations have benefited from the allocation of CDBG funds such as: Housing Rehabilitation Loan Program, Milpitas Food Pantry, Milpitas Recreation Assistance Program, Rebuilding Together, Health Trust, Project Sentinel, Emergency Housing Consortium, and Milpitas Senior Housing Project.

## **1. SUMMARY OF ACCOMPLISHMENTS**

The City of Milpitas uses a variety of funds to support and provide affordable and supportive housing activities during the past fiscal year. Milpitas receives direct federal funds (**\$390,716**) FY 2012-2013 from the CDBG Program and \$48,959.44 Program Income (previously estimated \$50,000) from the Housing Rehabilitation Program (Revolving Loan Fund). The loans from the rehabilitation program serve as a revolving loan fund that will go back into the program. The total CDBG funding for FY 2012-2013 was approximately **\$439,675.44**.

Milpitas continues to support and encourage the Housing Authority of Santa Clara County efforts to obtain Section 8 vouchers for Milpitas residents. To date, the Housing Authority has identified **2,454** Section 8 tenants in Milpitas and **1,848** residents on the waiting lists. Unfortunately, Milpitas has been informed from the Housing Authority of Santa Clara County that they do not have the funding to issue future Section 8 vouchers.

A summary of the Milpitas housing and community projects accomplishments is presented below:

1. **Rebuilding Together Silicon Valley**-provided funding to preserve affordable housing by providing safety, energy efficiency, accessibility and mobility repairs and improvements for very low income homeowners. The primary consideration of repairs in the homes will be the correction of safety hazards to ensure affordable, decent living environment for the occupants. Work includes the following activities: accessibility modifications, including wheelchair ramps, grab bars, and hand rails. Energy efficiency includes weather-stripping, appliance

- replacements, vent cleaning, CFL replacements & windows. Other home repairs and rehabilitation work includes electrical repairs roof repairs and replacements, interior and exterior painting yard cleanup, plumbing repairs and bathroom modifications flooring (linoleum, carpet tile. Heating installation, indoor and outdoor lighting, and fences for safety, doors, steps, and smoke and CO alarms. Milpitas provided **\$39,222.22** in CDBG funds for this project. A total of **20 Milpitas homes** benefited from this project the past year.
2. **Terrace Gardens Senior Housing**-provided funding removing existing kitchen stoves and replace with newer models and installing a new emergency generator. The existing stoves were installed during the original construction in 1989 and reserve studies indicate they have exceeded their life-cycle. Replacing the 24-year old stoves with modern and new emergency back-up generator for electrical service. The new stoves are energy-efficient units and will reduce energy consumption by lowering residents' energy costs. Milpitas provided **\$161,146.44** in CDBG funds for this project. A **total 148 very low and low-income seniors** benefited from this project the past year.
  3. **San Jose Conservation Corps**-provided funding for rental apartment rehabilitation to lower consumer utility bills by improving residential energy efficiency including double-pane windows, weather stripping doors, windows, electrical outlets, replace incandescent light bulbs with compact fluorescent light bulbs, and install water aerators. Milpitas provided **\$5,555.56** in CDBG funds for this project. A total of **5 Milpitas apartment unit/household** benefited from this project the past year.
  4. **Milpitas Single-Family Rehabilitation Loan Program**-provide housing rehabilitation low-interest rate loans to very low and low-income homeowners with the goal of preserving City's neighborhoods through the conversation of existing stocks. The loans are for eligible improvements identified through inspections. Rehabilitation addresses building codes issues, home improvements and other housing deficiencies and to ensure that the rehabilitation units are free of lead based paint. With the repayment of loans, program income is generated (revolving loan fund) which goes back into the rehabilitation program which in the past has enable the City to fund all eligible applications received. Milpitas provided \$99,575.44 (includes \$40,000 for Rehab. Administration) in CDBG funds for this report. A total of Milpitas homeowners benefited from this project the past year.
  5. **Augustine Park Renovation Project**-provided funded for the design and construction of renovation improvements for various park elements including large picnic area and perimeter landscaping, ADA compliance assessment and improvements, drainage, lighting walkways, irrigation and other related improvements. Milpitas provided **\$38,888.69** in CDBG funds along with leveraging City Park Funds to enhance this neighborhood park.

6. **Pinewood Park Renovation Project**-provided funding for the design and construction of renovation improvements for various park elements including picnic area, landscaping, ADA compliance assessment and improvements lighting, walkways irrigation and other related improvements. Milpitas provided **\$38,888.89** in CDBG funds along with leveraging City Park Funds to enhance this neighborhood park.

### **Other Affordable Housing Programs and Opportunities**

7. **Housing Trust Fund of Santa Clara**-provides low interest-rate loan to first-time homebuyers. To date, fifty eight (58) Milpitas residents have benefited from low interest rate loans (to become first-time homebuyers) from the Housing Trust Fund. **A total of \$509,695 has been leveraged into \$21,045,236 to purchase homes from first-time homebuyers.**
8. **Mobilehome Park Rent Control Ordinance**- Milpitas continues to maintain and monitor the **527-mobilehome units** located within four mobilehome parks, which are regulated by the 1992 City's Rent Control Ordinance which guarantees long term affordability. The majority of residents (72%) living in these mobilehome parks are senior citizens over the age of 60+ years old.
9. Milpitas continues to implement its **Transit Area Specific and Mid-Town Specific Plans** around the proposed new BART Station which is proposing a range of approximately **10,000-11,000 new dwelling units**, in which a large majority of multi-family units will have a minimum density of 40 dwelling units/per acre and up to 60 dwelling units/per acre for sites located within a ¼ mile of three light rail transit stations. Milpitas housing policy is to require 20% of the total number of developed housing units to be affordable.
10. As required by State Planning Law, Milpitas has hired a consultant (Bay Area Economic-BAE) to prepare its **General Plan Housing Element (2014-2022)** which identifies policies, goals and objectives to further affordable housing opportunities, which will be submitted to State of California, Department of Housing and Community Development (HCD) for review and certification of compliance. Milpitas next Housing Element will be due in December 2014.
11. **County of Santa Clara Fair Housing Task Force**-City of Milpitas continues to participate in quarterly countywide Fair Housing Task Force meetings with other jurisdictions within Santa Clara County. The task force addresses a variety of issues from housing discrimination, foreclosures, redlining, fair housing policies, etc. Guest presenters also invited to attend the meeting from special topics. Milpitas serves as the Co-Chairperson of the Santa Clara County Fair Housing Task Force.

## **Met or Exceed 3-5 Year Goals and Expectations for Affordable Housing**

Milpitas appears to be on target to meet and exceed its goals and expectations for affordable housing identified with the 2012-2017 Consolidated Plan:

- a. Milpitas currently has **1,272** affordable housing units with long-term affordability restriction agreements for low and moderate-income households and senior citizens. The types of units include single family, attached townhomes and multi-family rental.

An estimated additional affordable housing units with long-term restrictions agreements has submitted to the City of Milpitas for project review and approval. If approved, upon completion of construction, a total of **1,335** affordable housing units will be available for very low, low and moderate-income households

As in the past with previous affordable housing projects, City of Milpitas may consider providing some form of financial assistance, waiver of certain development and park/open space fees to be paid by the City's Redevelopment Agency and consider any reduction in development standards (if necessary) to assist the project.

- b. Milpitas Redevelopment Agency (RDA) continues to provide funding as required by 20% housing set-aside funds for affordability housing inside and outside of the project areas. During the past several years, RDA provided over **\$50 million** in assisting developers and first-time homebuyers

With the dissolution of Milpitas Redevelopment Agency effective February 1, 2012, the ability to support and financial future affordable housing units will be extremely difficult.

Affordable housing developers impact and park fees reimbursement to the City have been paid by the RDA along with other types of grants and very low interest rate loans to encourage and maintain long term affordability housing projects.

- c. Milpitas has negotiated with developer of South Main Street Senior Lifestyles Project to provide 387 senior housing units in which 63 would be affordable to very low-income residents.
- d. Milpitas along with the Housing Authority of Santa Clara County and HUD has continued worked with the property owner of Sunnyhills Apartments to maintain the Section 8 contract for the 151 unit's at-risk of converting to market rate. The additional 151 Section 8 Program vouchers have been maintained for low-income tenants.
- e. Milpitas is currently updating its General Plan Housing Element which will include polices, goals and objectives to support affordable housing opportunities.

### **Met or Exceed 3-5 Year Goals and Expectations for Homelessness**

- a. On January 29 and 30, 2013, Milpitas participated in Housing 1000 Survey for the Milpitas homeless population. The goal of Housing 1000 is to locate, identify and house the county's most vulnerable individuals into permanent supportive housing and provide coordinated, critical services to ensure all 1,000 retain their housing and regain their place in society. A total of 95 unsheltered Milpitas residents were identified as homeless, this presents a 31.6% reduction in homeless persons (139) from the previous homeless survey in 2011.
- b. Milpitas will continue to support County of Santa Clara efforts to obtain homeless funds from the McKinney-Vento Act for Emergency Shelter Grants (ESG) to assist over 7,000 county residents identified as homeless in the 2013 homeless survey
- c. During the state-mandated Housing Element process Milpitas will amend its Zoning Ordinance to include the following:
  - Definitions of emergency shelters, transitional, supportive housing and single room occupancy units
  - Permitting "by right" (without discretionary review) emergency shelters, transitional and supportive housing
  - Permitting with discretionary review single room occupancy units
  - Updating policies, ordinances, and procedures to allow reasonable accommodations for persons with disabilities
- d. Milpitas will continue to provide funding to Emergency Housing Consortium to provide 41 Milpitas residents with 975 unduplicated shelter nights and support services for homeless Milpitas residents.

Milpitas is on target to meet its 3-5 year housing goals and expectation for homelessness.

### **Met or Exceed 3-5 Year Goals and Expectations for Public Services**

Based on the variety of public services being provided Milpitas appears to be on target to meet or exceed its goals and expectations for public services identified within the five-year Consolidated Plan. These public services

#### **Public Services Provided**

1. **Alum Rock Counseling Center (ARCC)**-ARCC provides 24 hour mobile crisis intervention counseling services for low-income minorities at-risk youths and their families residing in Milpitas. The services focus on behaviors such as running

away, chronic truancy and behavior parental control. Services are provided by culturally sensitive counselor who are available in person at the site of the crisis within one hour. The services includes shelter referrals, use of community service and follow-up counseling. Milpitas provided **\$5,000** in CDBG funds to the program. A total of **10 very low-income persons** benefited from this program during the past year.

2. **Catholic Charities Long Term Care Ombudsman Program (CCSJ)**-This program provides services to 6 long term care facilities through regular site visits by trained certified community volunteers, who will respond to complaints, mediate fair resolution to problems, and advocate for quality for care, quality for life and residents' rights for the 54 frail, chronically ill, primary elderly residents in those facilities. Milpitas provided **\$5,000** in CDBG funds to this program. A total of **99 elderly residents** benefited from this program during the past year.
3. **City of Milpitas Recreation Assistance Program**-Provides 50% subsidy to very low and low-income youth and senior recreational programs, services and activities. The previous Milpitas Stay & Play After School and Camp Stay and Play Programs have been incorporated into the Milpitas Recreation Department Recreation Assistance Program. Milpitas provided **\$5,000** in CDBG funds to this program. A total of **64 low-income Milpitas youths** participated in the program..
4. **Emergency Housing Consortium (EHC)**-This program provides shelter and support for homeless adults, youth and families from Milpitas. Programs include housing and education services to help clients overcome barriers to housing, employment, and Self-sufficiency. EHC services ranges from emergency shelter to transitional programs permanent housing and after-care services. Milpitas provided **\$5,000** in CDBG funds to this program. EHC provided **975 personal nights days to 41 Milpitas residents**.
5. **Health Trust**-Provides meals on wheels nutritionally-balanced home-delivery hot daily meals, increased social interaction and additional wellness to five homebound Milpitas senior. Milpitas provided **\$5,000** in CDBG funds to this program. A total of **6 Milpitas seniors** will benefit from this program the past year.
6. **Live Oak Adult Day Care Services**-This program specialized in adult day care services for frail and dependent at-risk senior residents, respite for family caregivers and provides nutritious meals and snacks. Services include counseling, referrals, and case management, support family members in their efforts to maintain their dependent senior relative in the family home. Milpitas provided **\$5,000** in CDBG funds to this program. A total of **8 Milpitas senior residents with 539 days of social adult day care service** benefited from this program the past year.
7. **Milpitas Food Pantry (MFP)**-MFP is a locally based program in Milpitas which provides monthly supplemental emergency supplies of food to low-income seniors (60%), single families (10%), single teenage mothers (5%) and battered women and

their children. MFP collects purchase and store food supplies to distribute. Milpitas provided \$9,915 in CDBG funds for this program. A total of **1,031 extremely low-income persons** benefited from this program during the past year.

8. **Milpitas Family Literacy Program (MUSD)** This program Title Elementary Schools, kindergarten readiness skills and books cuddling with toddlers and infants is modeled for low income parents. Free weekly book exchanges allows families to foster a love of reading at home, while practicing skills learned in class. The aim of the program is to teach low income parents of preschool aged children how to support kindergarten readiness skills including bi-lingual classes. Milpitas provided **\$7,364** in CDBG funds for this program. **A total of 36 families benefited from this program last year.**
9. **Next Door Solutions**-This program provides shelter for up to 30 days for battered women and their children who are in immediate danger and have nowhere else to turn. Milpitas provided **\$5,000** in CDBG Funds to this project. This program benefited **40 Milpitas residents** would benefit from these services the past year.
10. **Project Sentinel (PS)**-PS provides fair housing education and enforcement with landlord-tenant and dispute resolution services along with mortgage default, delinquency and pre-purchase counseling to Milpitas residents. Public education and outreach activities for both fair housing and landlord-tenant services includes Rent Watch, rental housing advice column, distribution of brochures, radio and television public service announcements, presentations and workshops. Milpitas provided **\$10,000** in CDBG Funds to this project. This project potential benefit all Milpitas residents.
12. **Senior Adults Legal Assistance (SALA)**-SALA provided free legal services to Milpitas elderly citizens. SALA provides services by appointments only at twenty-three Senior Centers throughout Santa Clara County, including the Milpitas Senior Center. SALA has served Milpitas seniors since 1979. SALA provides on-site intake sessions twice a month. Five half-hour session's appointments are available at each intake session for elderly to meet with SALA representative. Home visits are also available for those seniors who are homebound or reside in nursing homes. Milpitas provided **\$5,000** in CDBG funds to the program. A total of **47 senior citizens** benefited from these services during the past year. SALA also conducted a community education seminar at the Milpitas Senior Center for the benefit of senior citizens.

## **2. RESOURCES MADE AVAILABLE**

Milpitas received \$439,675.44 (including \$48,956.44 of Program Income) in CDBG funds during FY 2012-2013 from housing and community development activities. Milpitas used these funds from the CDBG Program to carry out the activities identified in the Five-Year Consolidated Plan. All activities were carryout Citywide; there was no

specific geographic concentration of resources. However, the specific geographic areas in which Milpitas have provided direct assistance with CDBG including Asian, Hispanics and Black households. The rationale for targeting these areas for allocating CDBG funds are based on financial, social, and economic needs of several working class neighborhoods.

On March 7 and April 17, 2012, the Milpitas Community Advisory Commission (CAC) and City Council held public hearings to allocated \$439,675.44of CDBG funds. The funds were used for a variety of public services, programs and activities. Subsequently, Milpitas Redevelopment Agency (RDA) has previously allocated over **\$50 million** for existing (or under construction) and proposed future affordable housing projects. The funding of these activities under this priority is consistent with the Consolidated Plan. The goals and objectives within the Consolidated Plan are on target to be met and in some cases will exceed expectations.

### **LEVERAGING OTHER RESOURCES**

Milpitas has leverage other resources in support of affordable housing and community projects which includes:

- Continue to support developer’s applications for Federal and State Housing Funds including low income housing tax credits, Housing and Community Development (HCD) various grant applications, EB-5 applications, etc.
- Participated with other Santa Clara County jurisdictions to form a HUD HOME Consortium to provide additional funding opportunities for housing countywide.
- Participating in a Countywide Regional Countywide Housing Task Force to determine why other financial options are available with the dissolution of redevelopment agencies.
- Milpitas negotiated with developer to pay \$1.5 million to release 37 moderate-income affordable housing units. This funding can be used as leverage to increase the City’s affordable housing stock with a non-profits providing twice the number of units released.
- CDBG funding was used as seed money to argument financial support from City Park Funds to improve and enhance Augustine and Pinewood renovations of neighborhood parks which include ADA accessibility improvements.

City of Milpitas has approved and entitled **over 3,000 new housing units in the Transit Area Specific Plan** in which it is anticipated that a percentage of the units will be **affordable to very low, low and moderate-income households.**

The following listing identifies the financial resources that have been used to leverage funds within the City of Milpitas Capital Improvement Program (CIP)”

-City Building ADA Comp. Review	\$50,000
-Milpitas Sports Facility Improvements	\$1,000,000
-Main Street Park	\$3,650,000

-Pinewood Park Picnic Renovations	\$2,000,000
-Cardoza PARK Improvements Phase II	\$550,000
-Sidewalk Replacement/ADA	\$310,491
-Pedestrian and Bicycle Overcrossing	\$18,000,000
-County of Santa Clara Nutrition Program	\$92,435

The majority of the public service agencies have also leverage their funds with a variety of public and private funding sources including other foundations, corporations, and private donations. Milpitas CDBG application process requires applicants to explain their method and strategy of leveraging funds for their programs and activities. Also, included in the attachments are public facilities and community improvement projects that are funded by the City of Milpitas (which does not use CDBG funds). Milpitas will continue to seek creative and alternative methods to leverage its funds and continue to financially support a variety of housing and public services programs and activities.

### **3. STATUS OF OTHER ACTIONS TAKEN DURING THE YEAR TO IMPLEMENT THE CITY'S GOALS AND OBJECTIVES**

#### **Existing Public Policy**

The City of Milpitas has approved and adopted four (4) important documents which will have a major impact on the City's future housing policies: **1) The Midtown Specific Plan, 2) Milpitas General Plan Housing Element, 3) Milpitas Five-Year Consolidated Plan (2012-2017) and 4) Transit Area Specific Plan.**

- 1) Midtown Specific Plan-** Milpitas continues to implement the Midtown Specific Plan Overall, the plan calls for up to 4,000-5,000 new dwelling units and support retail development, new office developments at key locations, bicycle and pedestrian trails linking the areas together and new parks to serve residential development.

Residential densities up to 60 dwelling units/per acre will be accommodated with parking reductions for developments with ¼ miles of the Transit-Oriented Development Overlay Zones. The Milpitas City Council adopted the Midtown Specific Plan in March 2002. To date, approximately **1,485 housing units** have been approved or under construction within the Midtown Specific Plan Area.

- 2) Milpitas General Plan Housing Element (2014-2022)-**As required by State of California Housing Element Law, City of Milpitas will be updating its General Plan Housing Element which housing establishes goals, policies and objectives over the next eight years. Identifying adequate housing opportunity sites, appropriate densities to meet the Regional Housing Needs Determination (RHND) housing goals determined by ABAG, affordable housing at-risk, governmental constraints and housing costs are several issues that will be addressed. The Housing Element is due to HCD by December 31, 2014.

- 3) **Consolidated Plan (2012-2017)**-City of Milpitas submitted its Five-Year Consolidated Plan was approved by HUD in August 2012. The Consolidated Plan is a comprehensive planning document that identifies the City's overall needs for affordable housing and non-housing community development activities and outlines the strategy to address the identified needs. The updated Consolidated Plan (2012-2017) was approved by HUD in September 2012.
- 4) **Transit Area Specific Plan**-Preparation of a report for 400+ acres around the light rail and future Montague/Capital Bart station in Milpitas for specific types of land uses, streetscape, design guidelines, and high-density residential development within ¼ mile of the light rail and BART stations. High-density residential development would allow up to 60 dwelling units per acre. The plan also allows for a bonus of 25% increased density with a use permit (within specific areas of the transit area plan) and housing developers can apply for the State Density Bonus. If the use permit and density bonus are approved, a developer could potentially have up to 90 dwelling units permitted on certain sites. The Transit Area Specific Plan has the potential to provide 5,000 to 7,000 additional dwelling units in Milpitas.

To date, Milpitas has approved nine (9) applications for development within the Transit Area Specific Plan with over 3,000 new housing units

Also, Milpitas has continued to demonstrate a commitment to providing a variety of affordable housing units (single family, multi-family, increased higher density to accommodate multi-family units, use of the Density Bonus Ordinance, first-time homebuyers program, etc.) to increase the City's housing supply. Milpitas has and will continue to consistently negotiate with developers to provide a percentage of the units as affordable through the use of incentives such as reduction in development standards, waiver of developmental fees, and financial concessions.

Milpitas has also taken steps to streamline the permit processing procedures to expedite the approval of affordable housing projects. Milpitas in terms of the approval process has given these projects special priority for fast track approval. Over the past year, approximately 1,000 acres of commercial and industry land has been rezoned to accommodate residential and commercial mixed-use development within the Milpitas Midtown Specific Plan. Milpitas policies as well as its financial commitment will continue to support, maintain and improve on affordable housing opportunities for its residents.

### **Public Housing Improvement and Residents Initiatives**

Presently, there is no public housing within the City of Milpitas.

### **Institutional Structure**

There are no weaknesses identified in the institutional structure.

### **Actions Taken to Overcoming Gaps in Institutional Structures to Enhance Coordination**

Milpitas continues to work closely with the State, County, local jurisdictions, public and private agencies to provide and coordinate strategies and available resources within the community. The Milpitas Housing Element serves as the guide to policies and principals in providing affordable, safe and decent housing to all segments of the population.

Also, Milpitas has prepared and submitted its updated Consolidated Plan (2012-2017) to identify its CDBG housing and community goals and objectives over the next five years. Milpitas continues to serve on the Housing Bond Advisory Committee within Santa Clara County to raise approximately \$20 million dollars to address the affordable housing and homeless support programs throughout the entire County

Milpitas continues to participate in a several countywide groups such Fair Housing Task Force, CDBG Coordination meetings, HOME Consortium, Regional Countywide Housing Task Force, and Homelessness Prevention over the next 10 years.

Finally, Milpitas continues to support and encourage intergovernmental cooperation among the various public agencies and organizations to foster coordination and avoid the duplication of services and the effective use of financial resources. Projects such as the **Countywide Homeless Survey, Fair Housing Report, Countywide Fair Housing Task Force, Housing Trust Fund, and Regional Countywide Housing Task Force** are just a few examples of the City of Milpitas collaboration among the other jurisdictions in Santa Clara County.

### **Lead Based Paint Hazard Reduction**

Milpitas has updated its information on lead-based paint hazard which will continue to be provided to all property owners and residents prior to any housing rehabilitation work being performed. If the situation appears to have lead-based paint hazard, the property owner will be notified and further testing will be required to abate the problem. Milpitas has allocated \$60,000 of Single Family Rehabilitation Program Administration funds to implement compliance with the HUD Lead-Based Paint regulations.

Milpitas will continue to work with its Building Division and County of Santa Clara Environmental Health Department, as funding becomes available, in the design and implementation programs related to the detection, abatement, presentation and education of lead paint in the housing stock.

### **AFFIRMATIVELY FURTHERING FAIR HOUSING**

Currently, City of Milpitas is in the process of drafting its state-mandated updated Housing Element (2014-2012) to submit to Department of Housing and Community

Development (HCD) by December 31, 2014. Pursuant to State Housing Element Law, the following updates will be incorporated into the document to further fair housing opportunities for lower income households;

- Milpitas Zoning Ordinance will be amended to permit **emergency shelters** without discretionary review “by right” within certain zoning district. In the past, this use would require a discretionary review by Planning Commission and or City Council through the conditional use permit process which could be denied with opposition. Development standards will also be incorporated to promote and regulate orderly development.
- Milpitas Zoning Ordinance will be amended to permit **transitional and supportive housing** without discretionary review “by right” within certain residential zoning districts. These uses will be subject to the same development standards and restrictions as other residential uses within the same zoning districts.
- Milpitas Zoning Ordinance will be amended to permit **single room occupancy units** by discretionary review by Milpitas Planning Commission. These uses will also be subject to development standards to promote and regulate orderly development.
- Milpitas will review and consider updating any policies, ordinances or procedures to further allow **reasonable accommodation for persons with disabilities** in the application of housing opportunities

Milpitas continues to support Project Sentinel fair housing services. Project Sentinel provides fair housing education, enforcement, tenant/landlord and dispute resolution services along with public education and outreach activities for both fair housing and tenant/landlord services for Milpitas residents.

In May 2011, the Milpitas City Council held a public hearing, reviewed and approved the updated Analysis of Impediments to Fair Housing Choice Report and its recommendations. The AI Report identified several impediments such as demographics, advertising, cases of housing discrimination, awareness of local fair housing services and public policies housing affordability will be addressed and implemented by Milpitas.

The following actions have been taken during the past year to further implement the recommendations identified in the AI Report:

**Statistical Summary: During the 3<sup>rd</sup> and 4<sup>th</sup> Quarter:** Project Sentinel handled a total of 116 calls. The total cases handled were 22, 2 of which were fair housing cases. Including cases opened in prior quarters, 1 landlord tenant case was mediated, and 5 were closed/resolved as counseled, 2 is still pending. One fair housing case is still pending further investigation (including disability audit) and one fair housing case is resolved through conciliation.

1. On June 13, the Agency's Director of Dispute Resolution Programs and an agency's case manager participated in a Housing Task Force meeting at the Law Foundation office.
2. On June 13, an agency Case Manager held an outreach event "Mediators in the Library"
3. On June 6, the Agency's Director of Dispute Resolution Programs participated in a Real Estate Fraud Roundtable, organized by the Santa Clara District Attorney's Office.
4. On May 13, an agency's Case Manager provided outreach at the Affordable Housing Week organized by West Valley Community Agency.
5. On April 5, the Agency's Director of Dispute Resolution Programs and the agency Case Manager represented the agency at the regular meeting of the Bay Area Coalition for Community Mediation, which includes the principal mediation programs in the various Bay Area counties.

#### Specific Milpitas

6. On February 21, 2013, a Fair Housing Coordinator visited several local businesses and community centers in Milpitas, including Milpitas Public Library, Milpitas City Hall, the Great Mall, Spring Valley Bible Church, St. John the Baptist Catholic Church, Peets Coffee and Safeway, to explain the services that Project Sentinel offers, provide information about upcoming tester trainings, and to distribute flyers. One flyer on Project Sentinel's fair housing and landlord/tenant services and another flyer on tester trainings.
7. On March 28, a Fair Housing Coordinator provided tester training at Milpitas City Hall to three members of the community interested in serving as fair housing testers for Project Sentinel. All attendees submitted completed application forms, Pre and Post tests, evaluation forms and had their photos taken for the Tester Roster.
8. On February 8, the agency's Director of Dispute Resolution Programs represented the agency at the Aging in Place Resource Fair.
9. On February 24, the agency's Director of Dispute Resolution Programs participated in a meeting of the Santa Clara County Housing Task Force.
10. On February 28, the agency's Director of Dispute Resolution Programs gave a workshop on Below Market Rate Housing.
11. On March 20, an agency Case Manager held an outreach event "Mediators in the Library".
12. On March 25, an agency Case Manager attended the Housing Trust Fund Investor

Briefing at the Santa Clara Convention Center on behalf of the agency, as guest of the host agency, Wells Fargo Bank.

13. On March 28, an agency Case manager attended the general meeting of all of its economic security learning cohort agencies convened by the Silicon Valley Community Foundation.
14. On March 28 the agency's Director of Dispute Resolution Programs attended the regular meeting of the Small Claims Court Committee, which includes commissioners, pro term judges and self-help organizations in Santa Clara County
15. The agency presented an 8-hour HUD homebuyer workshops twice monthly for county residents, including some sessions in Spanish.
16. The agency is an active participant in the new 211 Referral Network organized by the United Way of Silicon Valley.
17. The agency submitted material for the tenant/landlord column, "*Rent Watch*" which is printed in the *San Francisco Chronicle*, *The Filipino Guardian*, Palo Alto Weekly and Milpitas Post as well as out-of-area publications such as the *Los Angeles Times*. The column generates written inquiries from throughout the state.
18. The agency continues to send out PSA's to every major radio outlet in the Bay Area, both in English and Spanish covering tenant-landlord, fair housing, foreclosure prevention counseling and also warnings about mortgage rescue scams.
19. In March, the agency launched a totally new website with multiple upgrades, still located at [www.housing.org](http://www.housing.org). The site has extensive additional information about the agency's services, with contact information and downloadable forms, for every agency program. The website features extensive, up-to-date mortgage foreclosure information for both homeowners and tenants.

**Statistical Summary: During the 2<sup>nd</sup> Quarter:** Project Sentinel handled a total of 41 calls. The total cases handled were 8, of which 2 were fair housing cases. Including cases opened in the prior quarters 2 landlord tenant case were conciliated, and 4 were closed as counseled. Of the fair housing case was referred to legal counsel at the Fair Housing Law Project and one is still pending further investigation.

20. On October 11, fair housing coordinator Molly Current attended the Fifth Annual City of Milpitas Town Hall Meeting. She met with several community members and city officials and discussed Project Sentinel's mission and activities. She also distributed 50 English and 25 Spanish Brochures to residents attending the meeting.
21. On September 24, the agency's Director of Dispute and Resolution Programs participated in another convening session of the foreclosure prevention programs funded by the San Francisco Foundation.

22. On October 9, a case manager represented the agency at the Bay Area Coalition of Community Mediators.
23. On October 20, the agency's Director of Dispute Resolution Programs presented a Conflict Management workshop to staff and new homebuyers participating in the Habitat for Humanity program.
24. The agency is an active member of the Foreclosure Prevention Taskforce in which it partners with a number of non-profits, legal services providers, community groups, industry groups, and staff from City of San Jose. This coalition is responsible for oversight and staff of the Foreclosure Help Center in San Jose, which is now fully operational.
25. The agency is an active participant in the new 211 Referral Network organized by the United Way of Silicon Valley.
26. The agency submitted material for the tenant/landlord column, "*Rent Watch*" which is printed in the *San Francisco Chronicle*, *Los Angeles Times*, *Palo Alto Weekly*, and *Milpitas Post*, as well as The Filipino Guardian as well as out-of-area publications such as the *Sonoma Press Democrat*. The column generates written inquiries from throughout the state.
27. The agency continues to send out PSA's to every major radio outlet in the Bay Area, in both English and Spanish covering tenant-landlord, fair housing, foreclosure prevention counseling, and also warnings about mortgage resue scams.
28. Twice a month, one of the agency's case managers provides mediation services at Small Claims court in San Jose

**Statistical Summary: During the 1<sup>st</sup> Quarter:** Project Sentinel handled a total of 31 calls. The total cases handled were 11, all of which were tenant-landlord cases. Including cases opened on prior quarters, 3 landlord tenant cases were conciliated, 8 were closed as counseled, of those counseled cases, and 2 were resolved.

29. On July 11, the Agency's Director of Dispute Resolution Programs and the Deputy Director represented the agency at the foreclosure prevention Learning Cohort conducted by the Silicon Valley Community Foundation.
30. On July 17, the Agency's Director of Dispute Resolution Programs a Case Manager participated in a meeting with the Santa Clara County Housing Task Force.
31. On July 30, the Agency Director of Dispute Resolution Programs presented a training to the Santa Clara Superior Court Temporary Judge group, who hear cases in the small claims court. The training focused on the agency's interpretation of

security deposit and other related issues that are frequently tried in small claims court.

32. On August 3, a mediation case manager and a fair housing coordinator met with 12 public health nurses and managers. Presentations were given on Project Sentinel's Mediation and Fair Housing programs. This was followed by a Q & A session. Brochures and business cards were distributed.
33. On August 24, the agency's Director of Dispute Resolution Programs and a Mediation Case Manager participated in a meeting between the Housing Task Force and Judge Greenwood who is now the presiding judge in the Unlawful Detainer court
34. On September 24, the agency's Director of Dispute Resolution Programs participated in another convening session of the foreclosure prevention programs funded by the San Francisco Foundation.
35. The agency is an active participant in the 211 Referral Network organized by the United Way of Silicon Way.
36. The agency is presenting 8-hour HUD homebuyer workshops twice monthly for county residents, including some sessions in Spanish.
37. Project Sentinel continues to update its websites (located at [www.housing.org](http://www.housing.org)), which advises interested parties on the processes of investigating housing discrimination. The websites also offers links to other non-profit and government organizations
38. The agency submitted material for the tenant/landlord column, "*Rent Watch*" which is printed in the *San Francisco Chronicle*, *Los Angeles Times*, *Palo Alto Weekly*, and *Milpitas Post*, as well as The Filipino Guardian. The column generates written inquiries from throughout the state.
39. The agency's new website, located at [www.housing.org](http://www.housing.org), has extensive additional information about the agency's services, with contact information and download forms, for every agency program. The website features extensive, up-to-date mortgage foreclosure information for both homeowners and tenants. The website attracts a large number of hits and extended visits.

During the past program year, Project Sentinel provided the following fair housing and tenant/landlord dispute resolution services:

Housing information and referral calls were handled for 188 residents

- b. Project Sentinel investigated a total of 63 cases involving discrimination on the City's behalf.

- c. A total of 31 outreach sessions were held to benefit the general public regarding fair housing issues. Also, on-going advertising and continued outreach campaign to heighten public awareness of discrimination and fair housing services were provided.
- d. Follow-up services included conciliation, legal referral, and contact with apartment owners and managers for 39 residents who alleged discriminatory practices by housing providers.
- e. Housing and training seminars for tenants, owners, and managers were provided

### **Other Policies to Further Fair Housing**

Milpitas continues to support and encourage developers to consider higher density residential projects through the use of the Density Bonus Ordinance as the vehicle to increase the availability of affordable housing units, which furthers the goals of affordable housing for low and moderate-income families.

Milpitas Planned Unit Development (PUD) permit process allows for higher density (20-40 dwelling units/per acre), if the applicant can demonstrate a public benefit. Housing developers used this permit process to increase the density on their site (high-density multi-family developments) with affordable housing serving as the public benefit.

Milpitas continue to implement its Midtown Specific Plan to accommodate densities up to 60 dwelling units/per acre in specific locations with 1/4 mile of the two light rail transit stations being proposed within Milpitas. The proposed Midtown Specific Plan will accommodate a range of 4,000-5,000 dwelling units of various housing types and styles.

Milpitas continues to implement its Transit Area Specific Plan for those properties that are located within ¼ mile of the transit stations (VTA light rail and BART). Residential properties within this designated area will be classified as multi-family very high-density residential development with a transit oriented overlay. Densities up to 60 dwelling units/per acre will be allowed within this zoning district. With a use permit and state density bonus, developers can obtain up to 90 dwelling units per/acre within certain designated area of the transit area. A total of approximately 400+ acres around the light rail and Montague/Capital Bart station will be designated. .

Milpitas has also provided funding to Emergency Housing Consortium of Santa Clara County, Inc. which provides a renter education program that includes information about legal protection against discrimination. Milpitas Housing Programs (i.e. single family housing rehabilitation, first time homebuyers, and rental units) has actively pursued an affirmative action plan. The loans to assist low and moderate-income households are available to all persons of the City of Milpitas. Minority participants are actively sought.

Brochures, public handouts and other fair housing information (Security Deposit, Tenant Responsibilities, Remedies for Obtaining Repairs, Tenant/Landlord Mediation, How to Protect Tenant Rights, etc.) are available at the Public Service Information Counter at City Hall. Copies of all handout information are provided in Spanish and Chinese languages.

Milpitas through its Planning and Building Departments will continue to enforce policies, ordinance and procedures to guarantee that all disabled and special needs persons has reasonable accommodations when it relates to housing opportunities.

The best means to further the housing opportunities for its diverse population is to continue to provide housing programs in the City, which preserves and expands the existing housing stock especially for large families with children. The narrative within the Consolidated Plan illustrates that the City's use of CDBG and other funding resources were directed towards meeting this goal.

### **CONTINUUM OF CARE NARRATIVE**

Milpitas will continue to fund the operation of a variety of support services and programs to address the needs of the homeless persons and the special needs of persons that is not homeless but requires supportive housing. The support services and programs include the following:

**Alum Rock Counseling Center/Crisis Invention Program** (16 very low-income persons) which provides counseling, information and referral assistance to help individuals finds those services which most suit their particular needs and **Catholic Charities Long Term Care Ombudsman Program** which provides services to long term care facilities through regular site visits by trained certified community volunteers who respond to complaints mediate fair resolution to problems and advocate quality care for senior citizens (99 frail chronically ill elderly residents).

Also, Milpitas **Food Pantry** (1,031 extremely low income persons), which provides weekly food supplements to low-income persons. Supportive housing programs includes funding for **Emergency Housing Consortium** provides shelter and support services to homeless adults, youths and families (975 shelter nights for 41 Milpitas residents), **Health Trust** provides meals on wheels to 6 homebound seniors and **Next Door Solutions** which provides supportive services for victims of domestic violence and their children (40 residents).

The goals of funding these supportive services, programs and housing activities are to assist homeless and non-homeless persons (individuals and families) on making the transition to permanent housing and independent living. Milpitas will continue to implement its Continuum of Care Strategy and take appropriate actions to provide funding to address the needs of its homeless and non-homeless populations.

## **5. ACCOMPLISHMENTS**

### **(1) Households and Persons Assisted**

This section identifies the number of households and persons assisted through the various programs, activities and projects during the past FY 2012-2013. Milpitas has used its CDBG funds and other available resources to serve a wide range of very low and low-income households with a combination of housing rehabilitation services and providing affordable housing alternatives. The following information below outlines the specific goals established by the Plan and the accomplishments for the various categories of assistance:

#### **Programs and Services to Address the Needs of Homeless Persons and Special Needs**

1. **Milpitas Food Pantry** provides monthly supplemental food supplies to very and low-income families.
2. **Live Oak Adult Day Services**-provides specialized programs for frail and dependent at-risk seniors residents
3. **Emergency Housing Consortium** provides shelter and support services to homeless men, women and families with children to break the cycle of homelessness. Programs include housing, education, employment and self- sufficiency. A total of 975 nights of shelter have been provided to 41 Milpitas residents. Also, the “Our House” shelter for runaway youths (when constructed and completed) will provide housing for 8 Milpitas youths.
4. **Housing Trust Fund of Santa Clara County (and Silicon Valley Leadership Council)** to provide over 5,000 new affordable housing units to the homeless population and Silicon Valley workers.
5. **County of Santa Clara Housing Authority**-continue to work with County Housing Authority to maintain and support existing and new Section 8 vouchers for Milpitas residents.

#### **Program and Services to Prevent Persons and Families from Becoming Homeless**

1. Milpitas has provided **\$618, 408** for service programs, which provided food, shelter, clothing, and other assistance to homeless persons, which served **5,344** persons.
2. Milpitas continues to monitor the Sunnyhills Apartments (151 units) and the other 180 Section 8 Program tenants that have obtained vouchers in Milpitas to prevent the at-risk conversion to market-rate units and the displacement of existing low income

households. Milpitas will continue to work with the property owner and HUD to maintain its long-term affordability

### **Programs and Services to Address Homeless Persons, Including Those with Special Needs, to Transition to Independent Living**

1. **Next Door Solution to Domestic Violence**-provides comprehensive shelter services for 40 adults and their children including counseling, support groups, individual and group therapy legal assistance with restraining orders and advocacy as needed.

### **Actions to Assist Non-Homeless Elderly Persons**

1. Milpitas has funded several programs which provided assistance and services to the elderly population such as **Rebuilding Together**. provides home improvements services to senior homeowners, **Senior Adults Legal Assistance** provides free legal services to Milpitas elderly, **Project Sentinel** provides fair housing and mediation service, **Milpitas Food Pantry** provides food and Project Match provides affordable shared housing for senior residents.
2. **Long Term Care Ombudsman Program** provides on-going care to six (6) long term care facilities in Milpitas through regular site visits by trained certified community volunteers who provides quality care to 54 frail, chronically ill, primarily elderly residents in those facilities.
3. **Health Trust**-provides meals on wheels nutritionally-balanced home-delivery hot daily meal and social interaction and additional wellness for 5 homebound Milpitas seniors.
4. **Live Oak Adult Day Care Services**- provides adult day care services for frail and dependent at-risk senior residents, respite for family caregivers and provides nutritious meals and snacks. Services include counseling, referrals, and case management, support family members in their efforts to maintain their dependent senior relative in the family home. This program provides services for 8 Milpitas seniors residents.
5. **Milpitas Terrace Gardens Senior Housing Renovations and Improvements**-This project provided CDBG funding for replacement of kitchen stoves and replace emergency generator at the senior housing complex.
6. Milpitas along with the County of Santa Clara provides a **Nutrition Program** which serves approximately 433 senior citizens at the Milpitas Senior Center.

### **Actions to Assist Persons with Physical or Mental Disabilities**

The City of Milpitas has committed General Funds, Capital Improvement Project (CIP) and CDBG Funds for the following on-going projects:

1. **Pinewood Park Renovation**-This project involves the design and construction of renovation improvements including ADA compliance. The City of Milpitas has allocated **\$2,000,000** for this neighborhood park project.
2. **Creighton Park Picnic and Playground Renovation**-This project involves design and construction of renovation including ADA compliance. The City of Milpitas has allocated \$1,400,000 for this neighborhood park project.
3. **Higuera Adobe Park Picnic and Playground Renovation**-This project involves the design and construction of renovation improvements including ADA compliance. The City of Milpitas has allocated **\$1,500,000** for this historic preservation site.
4. **City Buildings ADA Compliance Review**-This project involves the review of all City Buildings constructed prior to 2000 to confirm compliance with access requirements in accordance with American with Disabilities Act, to identify any deficiencies and recommend improvements. The City of Milpitas has allocated **\$50,000** for this project.
5. **Milpitas Sports Center Facility Improvements**-This project involves various improvements to the Milpitas Sports Center which includes swimming pools lockers, gym, showers, weigh room etc. The City of Milpitas has allocated **\$1,000,000** for this project.
6. **Sidewalk Replacement**-This project involves the replacement of existing curbs, gutter ramps and sidewalks and will include ADA compliance. The City of Milpitas has allocated **\$150,000** for this project.

A total of approximately **18,894,950** has been allocated in the City of Milpitas Capital Improvement Program (CIP) budget for the installation of these improvements and ADA compliance requirements.

#### **Actions to Assist Persons with Alcohol or Other Drug Related Problems**

Milpitas provides CDBG funding to the Alum Rock Counseling Center to provide substance abuse prevention, intervention and treatment services. Also, Milpitas has committed General Funds for the Police Department to participate in the “Character Counts Program” (similar to DARE Program), which provides education and counseling to Milpitas students and their families. One Milpitas Police Officer administers the program.

#### **Actions to Taken to Improve Public Housing and Residents Initiatives**

There are no public housing units within the City of Milpitas.

### **Actions to Address Obstacles to Meeting Undeserved Needs**

The most significant obstacle to addressing the undeserved needs of Milpitas residents continues to be the general lack of funding to appropriately allocate resources to provide assistance to the homeless, elderly, female headed households, domestic violence victims, and other special interest groups with specific needs. Since becoming an “entitlement city”, CDBG funds have increased from \$190,000 to \$711,000 enabling the City to provide additional funding to these organizations. Milpitas consistently negotiates with non-profit and for-profit housing developers to increase the supply of affordable housing.

Many of these affordable housing developments are structured with long-term loans and required that the proceeds from the projects be put back into the development with reduced or subsidized rents (i.e. Terrace Gardens).

### **Actions to Foster and Maintain Affordable Housing and Eliminating Barriers to Affordable Housing**

Milpitas continues to work with HUD and the property owners of Sunnyhills Apartments to maintain the long-term affordability of the 151 units’ at-risk of conversion to market rate units for very low and low-income persons. Milpitas has approximately 1,272 affordable housing units with long-term affordability restriction agreements, with an additional 310 affordable units current being negotiated with staff and developers.

Also, the citywide Mobilehome Park Rent Control Ordinance provides another means of affordable housing with 527 mobilehome units. Milpitas has worked very closely with Project Sentinel on eliminating barriers to affordable housing. Additional outreach efforts, including seminars and workshops have been held with local property owners/managers to discuss housing discrimination and flyers, advertising on cable television are made available to the public.

Milpitas continues to work very closely with Project Sentinel (The City’s Fair Housing Provider) to eliminate fair housing barriers. to provide public information on the City’s cable TV, website and public information counter. Information is provided in different languages. Public announcements and fair housing information is provided in the Milpitas Post newspaper.

### **Actions Taken to Reduce the Number of Persons Living Below the Poverty Level**

Milpitas has continued to fund a variety of support programs and activities that provides food, clothing, job training, counseling, rental assistance and crisis invention to prevent individuals and families from becoming at-risk of being homeless.

Milpitas Food Pantry and Nutrition Program provide nutritional meals to supplement low and moderate-income households.

Fair Housing and tenant-landlord mediation is provided through Project Sentinel in addressing fair housing issues and complaints regarding landlords increasing rental housing above and beyond the means of many low and moderate income renters and preventing unnecessary evictions.

Milpitas provided **\$88,027 (including, \$17,500 for ethnic meals for different ethnic groups)** from its General Funds to assistance in the Senior Citizen Nutritional Program. Milpitas actively participates in COFFY (Community Opportunities for Families and Youths), a locally based grass-roots organization established to assist families and youths at-risk. A total of 418 registered participants were served 23,104 meals during the past fiscal year.

Milpitas has also continued to work with County of Santa Clara Social Services Agency to refer low-income families to programs such as Cal Works poverty level. Santa Clara County has experienced a decline in all public assistance programs including Medi-Cal, Food Stamp, and Foster Care Cash Aid programs, by two percent, seven percent, and seven percent respectively. A total of 7,222 Milpitas households in the county received some form of public assistance from Cal-Works aid.

Milpitas continue to worked with Santa Clara County Housing Authority to notify Milpitas residents when the Housing Authority accepted applications for Section 8 housing for the first time since 1997. Notification and announcements were provided to Milpitas residents in four different languages, on cable television, City's website and was posted at the public library and other public buildings within the City of Milpitas. Recently, the Housing Authority has obtained 1,000 new Section 8 vouchers for low-income tenants within the county.

A total of 28,540 registrations were received countywide including 2,454 Milpitas residents on the waiting list and 1,848 Section 8 tenants residing in Milpitas. To date, 17,297 residents have received Section 8 vouchers and 8,000 county residents are on the 2-3 year waiting list. Milpitas will continue to seek and explore creative and innovative ways to promote and encourage affordable housing developments with the use of local funds, streamlining the approval process and negotiating with developers on long-term affordability restrictions.

### **Actions Taken to Ensure Compliance with Program and Comprehensive Planning Requirements**

Milpitas consistently monitors its CDBG grantee subrecipients and projects to ensure compliance with the program goals and objectives and comprehensive planning requirements. Monitoring includes review of quarterly report to determine if goals are achieved, invoices and review of agency audits, financial records, and clientele files. Staff also conducts annual on-site monitoring. The Milpitas Community Advisory Commission (CAC) and City Council conducts annual public hearings on its Action Plan,

CAPER, and the allocation of CDBG funds to provide the general public the opportunity to review and comment on the use of CDBG funds.

### **Public Facilities and Improvement Needs**

Milpitas has committed General Funds and Redevelopment Agency with Capital Improvement Projects (CIP) funding to provide improvements to street infrastructure, drainage improvements within low and moderate-income neighborhoods to improve on the quality of life for those residents. These improvements includes ADA compliance, infrastructure, Senior Center, Sports Center, public safety, pedestrian walkways, water master plan update, urban runoff pollution program, etc. Included in the attachments are listings of public facility and improvement projects that have been funded by the City of Milpitas to address these community needs.

### **6. SELF EVALUATION OF PROGRESS IN ADDRESSING IDENTIFIED NEEDS AND OBJECTIVES**

Milpitas appears to be on target to meet its anticipated goals and objectives outlined with Five-Year Consolidated Plan. The City's Redevelopment Agency has provided over **\$50 million** along with CDBG funds to subsidize a variety of housing programs (i.e. first time homebuyers, multi-family and senior units). Public Service programs and support services have been carefully prioritized and funded to benefit the greatest number of Milpitas residents. Housing, public services, seniors and homeless populations has been given special care and attention in addressing their need.

The three main goals and objectives, which the City is presently behind on meeting its schedule, are: 1) Assisting first-time homebuyers on participating in the Mortgage Credit Certificate Program and 2) Assisting on obtaining Section 8 Voucher and Certificate, and 3) the development of the Senior Housing Project.

The Mortgage Credit Certificate Program for first-time homebuyers continues to be extremely difficult to achieve based on the limited mortgage credit credits issued by the State of California to Santa Clara County. This program has been reduced by almost 80% Countywide. This goal appears to be unattainable unless additional funds sources are available. Housing Authority of Santa Clara County previously opened its waiting list for Section 8 applicants. Currently, 628 Milpitas residents have Section 8 active vouchers and 108 residents are on the waiting list. Milpitas provided this information to the general public through public notices, cable television, and City's web site. Milpitas also received numerous phone calls from local residents on where and how to apply for the County's waiting lists.

In regards to the DeVries Place Senior Housing Project, Milpitas has allocated \$9.6 million from its Redevelopment Agency 20% set aside housing funds for this project. The senior housing project will include all units at 25%-40% (extremely low and very low-income) of Area Median Income (AMI). Currently, Milpitas will have 252 deed

restricted affordable housing units for its senior residents (additional 63 affordable senior units have been approved).

Milpitas has provided support and financial assistance for the three 100% affordable project (Aspen Family Apartments-100 units, and DeVries Place Senior Housing-103 units). Milpitas also provides letters for support with these projects to the State of California Tax Credit Allocation Committee (TCAC).

Low-income housing tax credits and HOME Program are two funding sources that are being considered for these projects. Milpitas Public Facilities and Improvement needs had largely been funded through the City's Capital Improvement Program (CIP) budget, which addresses citywide problems such as infrastructure, parks, and other types of recreational activities.

In general, Milpitas appears to be well on its way on meeting or exceeding its goals and objectives that have been identified within the Consolidated Plan (2012-2017) and has started to formulate its strategy.

## **7. CITIZEN PARTICIPATION**

As outlined in the Milpitas Citizens Participation Plan, the Draft CAPER Report was prepared and made available to the **public for review for 15 days from August 30 to September 16, 2013**. A public advisement notice was placed in the local Milpitas Post Newspaper advertising the availability of the CAPERS Report. In addition, copies of the report were mailed to all organizations, grantees, and other people who have expressed an interest in the City's CDBG Program. Copies of the report were also available at the Milpitas Public Library and City of Milpitas information desk and public counter. **The Milpitas City Council will hold a public hearing on September 17, 2013 at 7:00 p.m. in the Milpitas City Hall, 455 E. Calaveras Blvd. to adopt the CAPER.**

### **Summary of Public Comments Received**

All public comments received by the City of Milpitas will be incorporated into the final CAPER to be forwarded to HUD by September 27, 2013

### **Public Comments**

To be provided after City Council Public Hearing on Tuesday, September 17, 2013.

Tactile map of California Ranchos

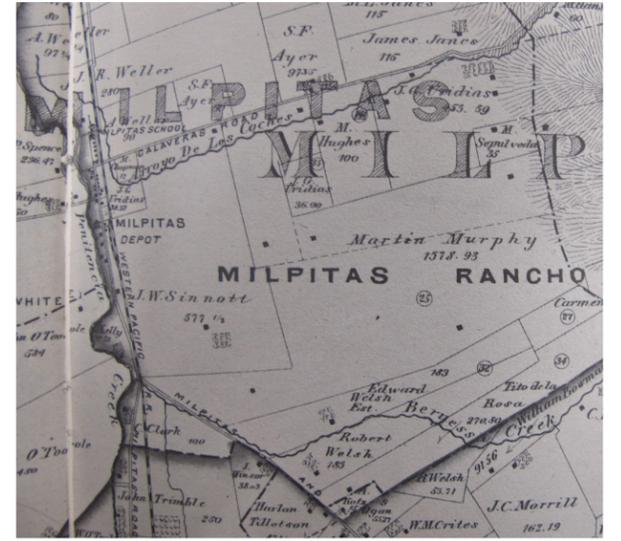
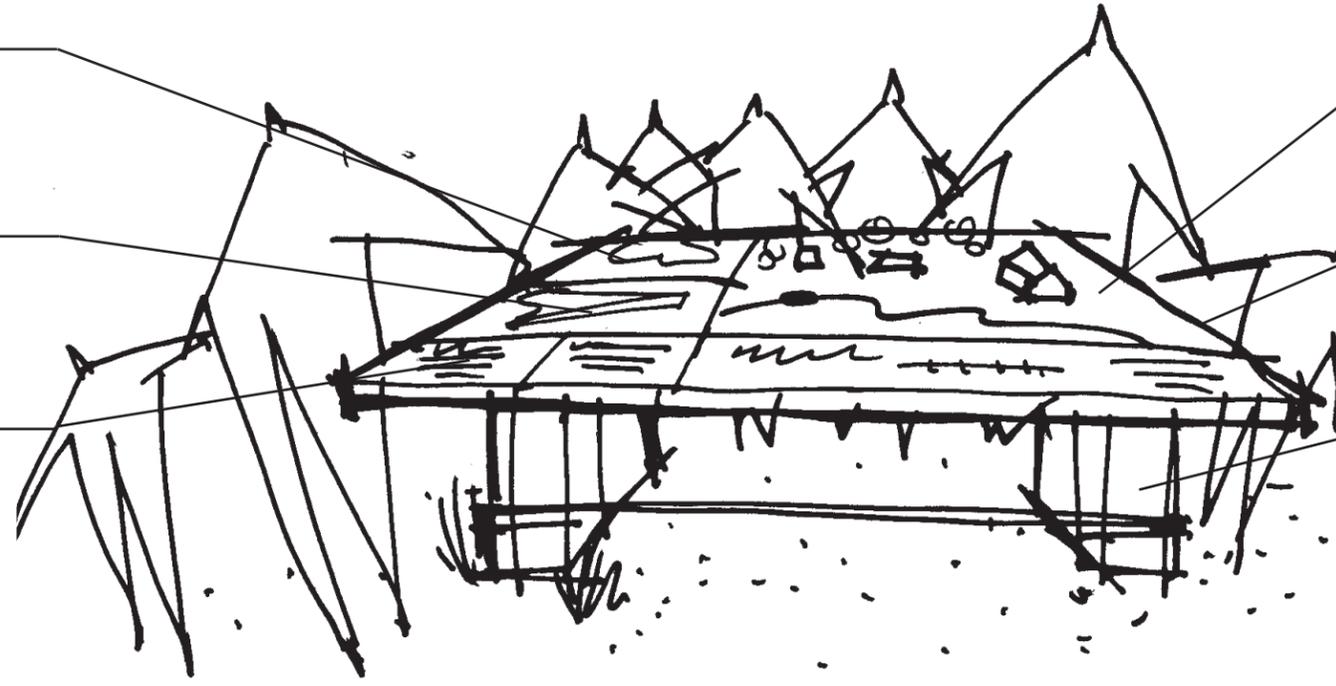
Tactile map of Rancho Milpitas

High pressure laminate graphic

Tactile model of Alviso Adobe, site circa 1850s

Durable tactile model / map material TBD

Powder coat steel support structure



### Spanish and Mexican Era Geography

**ALVISO ADOBE PARK**

INTERPRETIVE DISPLAYS SKETCH I

July 23, 2013

OPTION 1

**CITY OF MILPITAS**

Interpretive objects and furnishings  
in diorama

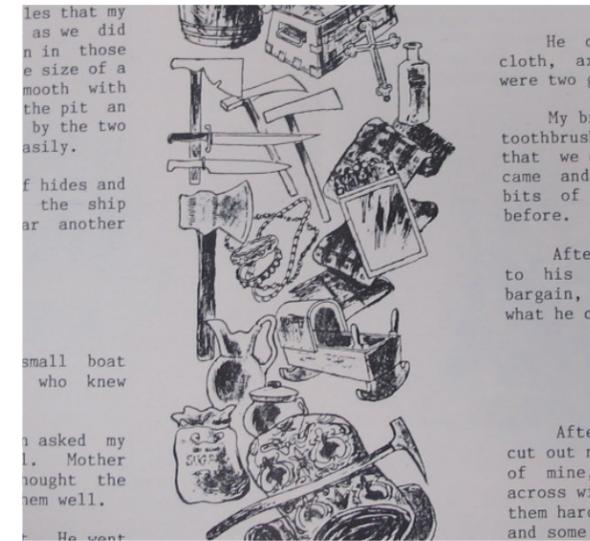
High pressure laminate graphics  
"Family Tree" panel mounted to  
existing screen doors



View through existing windows in  
historic doors to diorama

New partition walls and ceiling for  
diorama

High pressure laminate graphics  
"Introduction" panel mounted to  
existing screen doors



### Life Inside the House

RECEIVED

City Clerk's Office

JUL 15 2013

\*3

CITY OF MILPITAS  
COMMISSION/COMMITTEE APPLICATION

RECEIVED

CITY OF MILPITAS  
BUILDING & SAFETY

Youth Advisory  
COMMISSION APPLYING FOR

PROVIDE COMPLETE INFORMATION (in black ink)

Mr.

Mrs./Ms.

Riane

Taleon

Abaya

Name: First Middle Last  
[Redacted]

Address: Number Street (apt. # if needed), Milpitas CA 95035  
[Redacted]

Telephone Number(s) e-mail address

Present Employer Business Telephone

Address Occupation

Education: If Youth Advisory Commission applicant, indicate your grade/school: St. Francis High School 11th

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree

List community organizations to which you belong or have belonged (additional information may be attached). If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
2011 - present	St. John the Baptist School	retreat leader

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):  
I believe that I would be an asset because I have leadership, creativeness, responsibility, and integrity. I can bring new ideas into YAC while also having the social abilities to work well with others. In addition, I also have the faith and determination to get things done and accomplished in our community.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Riane Abaya  
Signature

July 11, 2013  
Date

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD  
Mail, fax (586-3030), e-mail (mlavelle@ci.milpitas.ca.gov) or drop off your completed application to  
City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

Riane Abaya

## Youth Advisory Commission Supplemental Questionnaire



The City of Milpitas Youth Advisory Commission was founded in April 1996 to advise the City Council on matters pertaining to the youth and teens in Milpitas. All commissioners' must be in grades 7 through 12 and live in Milpitas. There are a total of nine (9) members and four (4) alternate members that serve one-year terms (October-September). The Youth Advisory Commission meets the 2<sup>nd</sup> Thursday of every month at 7:00pm at the Milpitas Sports Center. Please submit the Supplemental Questionnaire with the Commission Application.

1. What type of difference do you want to make for the youth in our community? (Please list two of your ideas. Please use the reverse side if you need more room.)

I want the youth in my community to be more involved in the many activities of Milpitas. One idea I have includes planning mixers that allows teenagers to socialize with one another. My second idea would be to have the youth fundraise together for a good charity or cause that would benefit our community.

2. How did you hear about the Youth Advisory Commission?

I heard about the Youth Advisory Commission through my older brother Randolph, who was also a previous active member of this commission.

3. What have you heard or know about the Youth Advisory Commission?

I know that YAC gets together to discuss the issues and plan activities that involve young adults in our community. They work together to bring out and bond the youth of Milpitas to make our city feel more of a whole.

4. Have you ever attended a Youth Advisory Commission meeting? If so, explain your experience.

Unfortunately, I have not, but, however, I would love to attend the next one I can.

CITY OF MILPITAS  
COMMISSION/COMMITTEE APPLICATION

City Clerk's Office

Youth Advisory

PROVIDE COMPLETE INFORMATION (in black ink)

AUG 09 2013

COMMISSION APPLYING FOR

Mr.

Mrs./Ms.

RECEIVED

Name: Jacqueline Lejano Ajero  
First Middle Last

Address: [Redacted]  
Number Street (apt. # if needed), Milpitas CA 95035

Telephone Number(s) [Redacted] e-mail address [Redacted].com

Present Employer \_\_\_\_\_ Business Telephone \_\_\_\_\_

Address \_\_\_\_\_ Occupation \_\_\_\_\_

Education: If Youth Advisory Commission applicant, indicate your grade/school: 11<sup>th</sup> / Archbishop Mitty

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree

List community organizations to which you belong or have belonged (additional information may be attached). If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):  
see attached

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Jacqueline Ajero Signature 8/7/13 Date

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City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

I believe that I possess many qualifications that would make me a true candidate of the Youth Advisory Commission. When it comes to working with others, I have good communication skills and I am a friendly team player. I truly work hard and stay focused towards handling any given task that was assigned to me. In my junior year, I am an officer of a club that I am participating in at my school. Growing up in Milpitas, I am fully aware of the current events that are related towards teenagers today. I am truly dedicated and fully capable of handling all of the responsibilities of becoming a Youth Advisory commissioner.

## Youth Advisory Commission Supplemental Questionnaire



The City of Milpitas Youth Advisory Commission was founded in April 1996 to advise the City Council on matters pertaining to the youth and teens in Milpitas. All commissioners' must be in grades 7 through 12 and live in Milpitas. There are a total of nine (9) members and four (4) alternate members that serve one-year terms (October-September). The Youth Advisory Commission meets the 2<sup>nd</sup> Thursday of every month at 7:00pm at the Milpitas Sports Center. Please submit the Supplemental Questionnaire with the Commission Application.

1. What type of difference do you want to make for the youth in our community? (Please list two of your ideas. Please use the reverse side if you need more room.)

I would like to ensure that the voices of teenagers in the community are heard and that their opinions and ideas truly matter towards making decisions that involve the community. I would suggest to hold events and other activities that would involve participation of the youth.

2. How did you hear about the Youth Advisory Commission?

I found out about the Youth Advisory Commission by looking up information about it on the website.

3. What have you heard or know about the Youth Advisory Commission?

I found out about all the projects that they are part of, like fundraisers, volunteer work, and sponsoring in events that occur throughout Milpitas. YAL also deals with youth awareness programs that help teenagers throughout the whole community.

4. Have you ever attended a Youth Advisory Commission meeting? If so, explain your experience.

No, I have not attended a Youth Advisory Commission meeting.

**CITY OF MILPITAS  
COMMISSION/COMMITTEE APPLICATION**

City Clerk's Office

JUN 12 2013

*Youth Advisory Commission* **RECEIVED**  
COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (in black ink)

Mr.

Mrs./Ms.

Name: Clare Jiayin Sern  
First Middle Last

Address: \_\_\_\_\_ Street (apt. # if needed), Milpitas CA 95035

Telephone Number(s) \_\_\_\_\_ e-mail address \_\_\_\_\_

Present Employer \_\_\_\_\_ Business Telephone \_\_\_\_\_

Address \_\_\_\_\_ Occupation \_\_\_\_\_

Education: If Youth Advisory Commission applicant, indicate your grade/school: 8th grade in September / Thomas Russell Middle School

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree

List community organizations to which you belong or have belonged (additional information may be attached). If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

The personal qualifications I possess which I believe would be an asset are being responsible, helpful, a good listener and observer, and organized.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Clare Sern  
Signature

6-9-13  
Date

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### Youth Advisory Commission Supplemental Questionnaire



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1. What type of difference do you want to make for the youth in our community? (Please list two of your ideas. Please use the reverse side if you need more room.)

One of my ideas is that I want youth in our community to volunteer more because it is crucial for youth to know that they should help others from the kindness of their heart. The second idea is that I want youth to be more confident about themselves because they shouldn't be afraid to share their ideas, and they should be happy with who they are.

2. How did you hear about the Youth Advisory Commission?

I heard about the Youth Advisory Commission from my aunt who dedicates herself to the City of Milpitas with various community services. My aunt,

Charlene Tsao Lai, was the founder of Sushir Lovers who truly believes in giving back to our community. She currently serves as economic development in the City of Milpitas and encourages me to volunteer my time to get involved with Milpitas Youth Commission.

3. What have you heard or know about the Youth Advisory Commission?

I know that the Youth Advisory Commission is a committee where youth from grade 7 through 12 talk about their ideas to make the community even better.

4. Have you ever attended a Youth Advisory Commission meeting? If so, explain your experience.

I never attended a Youth Advisory Commission meeting.

AUG 19 2013

CITY OF MILPITAS COMMISSION/COMMITTEE APPLICATION RECEIVED

Youth Advisory

COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (in black ink)

Mr. (checked)

Mrs./Ms.

Name: Anthony Cerezo (First, Middle, Last)

Address: [Redacted]

Telephone Number(s): N/A e-mail address: N/A

Present Employer: N/A Business Telephone: N/A

Address: N/A Occupation:

Education: If Youth Advisory Commission applicant, indicate your grade/school: 11 / Milpitas High School

Table with 4 columns: College, Professional, Vocational, or other schools attended; Major Subject; Date; Degree

List community organizations to which you belong or have belonged (additional information may be attached). If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Table with 3 columns: Date; Name of Organization or Branch of Military; Officer / Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached): I currently have a 3.9 GPA at Milpitas High School, work part-time on the weekends, and play three sports. This displays that I am responsible, dedicated, and punctual.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Signature: Anthony Cerezo

Date: 8/10/13

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD
Mail, fax (586-3030), e-mail (mlavelle@ci.milpitas.ca.gov) or drop off your completed application to City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

## Youth Advisory Commission Supplemental Questionnaire



The City of Milpitas Youth Advisory Commission was founded in April 1996 to advise the City Council on matters pertaining to the youth and teens in Milpitas. All commissioners' must be in grades 7 through 12 and live in Milpitas. There are a total of nine (9) members and four (4) alternate members that serve one-year terms (October-September). The Youth Advisory Commission meets the 2<sup>nd</sup> Thursday of every month at 7:00pm at the Milpitas Sports Center. Please submit the Supplemental Questionnaire with the Commission Application.

1. What type of difference do you want to make for the youth in our community? (Please list two of your ideas. Please use the reverse side if you need more room.)

I would like to be an informed student citizen who will be able to implement the ideas of the Youth Commission.

2. How did you hear about the Youth Advisory Commission?

I heard about the Youth Advisory Commission from a high school friend.

3. What have you heard or know about the Youth Advisory Commission?

I have heard the Youth Advisory Commission provides input to the City Council regarding the youth community issues.

4. Have you ever attended a Youth Advisory Commission meeting? If so, explain your experience.

I have not attended a meeting before.

# CITY OF MILPITAS COMMISSION/COMMITTEE APPLICATION

City Clerk's Office Youth Advisory Commission  
COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (in black ink)

AUG 08 2013

RECEIVED

Mr.  
 Mrs./Ms.

**Jashandeep**

**CHAHAL**

Name: First Middle Last

Address:

Telephone Number(s) e-mail address

N/A (Student) N/A

Present Employer Business Telephone

Same as above Student

Address Occupation

Education: If Youth Advisory Commission applicant, indicate your grade/school: **Valley Christen High School, San Jose-CA** *9th*

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
Challenger School, Berryessa - San Jose, CA From Preschool - 8th Grade		Graduate in March 2013	Middle school
Valley Christen High School, San Jose-CA	Current – Freshman Year	From Aug 15, 2013	

List community organizations to which you belong or have belonged (additional information may be attached). If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
Jan 2010	<b>Co-Founder , Punjab Foundation</b> - Punjab Foundation is a non-profit organization (501c3-pending IRS approval) dedicated to raise the awareness among the masses about the prevailing problem of increase in number of cases of Cancer and large number of other diseases which are prevalent in Punjab (India) more so in the Malwa region. - For more info , Please visit <a href="http://www.punjabfoundation.org">www.punjabfoundation.org</a>	Member of the advisory board.

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

- I am the co-founder of "Punjab Foundation" which is a non-profit organization (501c3-pending IRS approval) dedicated to raise the awareness among the masses about the prevailing problem of increase in number of cases of Cancer and large number of other diseases which are prevalent in northern Indian State of Punjab . For more info , Please visit [www.punjabfoundation.org](http://www.punjabfoundation.org)
- In December 2008, I had traveled Punjab (India) and certain parts of Rajasthan (India) for more than a month where I saw the cancer patients suffering with cancer. I came back to USA and decided to setup the foundation to raise the awareness
- I am freshman student at Valley Christian High (VCHS) School . VCHS is private Catholic, coeducational, college preparatory school of the Diocese of San Jose. I am member of VCHS's basketball and Football team.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

*Jashandeep Chahal*

Signature

08/06/13

Date

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## Youth Advisory Commission Supplemental Questionnaire



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**1. What type of difference do you want to make for the youth in our community? (Please list two of your ideas. Please use the reverse side if you need more room.)**

- I am co-founder of "Punjab Foundation" which is a non-profit organization (501c3-pending IRS approval) dedicated to raise the awareness among the masses about the prevailing problem of increase in number of cases of Cancer and large number of other diseases which are prevalent in northern Indian State of Punjab . For more info , Please visit [www.punjabfoundation.org](http://www.punjabfoundation.org) . I would like to share my experience with the youth's in our community and encourage them to participate other community and social activities.
- I am freshman at Valley Christian High School (VCHS). VCHS is private Catholic, coeducational, college preparatory school of the Diocese of San Jose. In 2009. I am member of VCHS basketball and football team.
- I would like to share my experience with the youth's in our community and encourage them to participate in sports, community and social activities.

**2. How did you hear about the Youth Advisory Commission?**

- From my dad and my sister.

**3. What have you heard or know about the Youth Advisory Commission?**

- I knew enough about the YAC and so that is why I want to part of this commission.

**4. Have you ever attended a Youth Advisory Commission meeting? If so, explain your experience.**

- No I have not attended any Youth Advisory Commission meeting.

Best Regards

Jashandeep Chahal

August 05, 2013

**CITY OF MILPITAS  
COMMISSION/COMMITTEE APPLICATION**

City Clerk's Office

APR 29 2013

**RECEIVED**

*YAC*  
COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (in black ink)

Mr.

Mrs./Ms.

Name: Jonathan First E. Middle Mendoza Last

Address: \_\_\_\_\_ Number \_\_\_\_\_ Street (apt. # if needed), Milpitas CA 95035

Telephone Number(s) \_\_\_\_\_ e-mail address \_\_\_\_\_

Present Employer \_\_\_\_\_ Business Telephone \_\_\_\_\_

Address \_\_\_\_\_ Occupation \_\_\_\_\_

Education: If Youth Advisory Commission applicant, indicate your grade/school: 10<sup>th</sup> Grade/ Milpitas High

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree

List community organizations to which you belong or have belonged (additional information may be attached). If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):  
I am a well-organized student. I like to help people in anyway I can.  
I like interacting with people. I have a great knowledge in Mathematics.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

\_\_\_\_\_  
Signature

04/19/13  
Date

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1. What type of difference do you want to make for the youth in our community? (Please list two of your ideas. Please use the reverse side if you need more room.)

I want to open more programs to involve the youth in our community so they deviate from drugs and do something beneficial. I want to help more Latino students to perform better in school.

2. How did you hear about the Youth Advisory Commission?

I heard about the Youth Advisory Commission through Mrs. Morales, Latino Community Liaison from Milpitas District.

3. What have you heard or know about the Youth Advisory Commission?

I know that the Youth Advisory Commission meets the 2<sup>nd</sup> Thursday of every month, at 7:00 pm, to discuss and advise the City Councils on matters concerning the youth and teens in Milpitas.

4. Have you ever attended a Youth Advisory Commission meeting? If so, explain your experience.

I have never attended a Youth Advisory Commission meeting, but I am interested and thrilled to attend one.

# CITY OF MILPITAS COMMISSION/COMMITTEE APPLICATION

City Clerk's Office

JUL 17 2013

**RECEIVED**

Youth Advisory Commission

COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (in black ink)

Mr.

Mrs./Ms.

Jonathan

Dzung

Ngo

Name: First Middle Last

[Redacted Name]

Address: Number Street (apt. # if needed), Milpitas CA 95035

[Redacted Address]

Telephone Number(s) e-mail address

Present Employer Business Telephone

Address Occupation

Education: If Youth Advisory Commission applicant, indicate your grade/school: 12 / Milpitas High School

College, Professional, Vocational, or other schools attended Major Subject Date Degree

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree

List community organizations to which you belong or have belonged (additional information may be attached). If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date Name of Organization or Branch of Military Officer / Member

2011 - 2013	Congressman Mike Honda's Student Advisory Council	School Representative
2010 - 2013	Milpitas Speech and Debate Team	President / Treasurer
2011 - 2013	Milpitas Unicef Organization	President

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):  
 Serving as president of the speech and debate team and debating hundreds of students nation-wide has given me phenomenal experience with communication. Earning the Eagle Scout rank in boy scouts has taught me leadership qualities. Co-founding and serving as president of the local Unicef Organization has allowed me to plan and execute fundraising and service events. As a member of the youth advisory commission, I will incorporate communication, leadership, and the love for service to help solve issues involving our youth.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

  
Signature

07/15/13  
Date

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1. What type of difference do you want to make for the youth in our community? (Please list two of your ideas. Please use the reverse side if you need more room.)

I want to better connect our city's youth to volunteering, internship, and job opportunities in the bay area. These  
are not being adequately made aware to a majority of the youth in Milpitas. I also want to make available more  
extracurricular activities for students. This way Milpitas can have an increasing number of engaged and active  
youth.

2. How did you hear about the Youth Advisory Commission?

I found out about the commission from several students at my school who are involved in it. I also learned more  
about the commission when I wrote an article for the Milpitas High School newspaper about the commission and  
what it does.

3. What have you heard or know about the Youth Advisory Commission?

The commission is designed for students to give the City Council input on issues that relate to the youth, how  
these issues affect them, and how the City Council can assist in these issues. Goals of the commission include  
hosting events like the Milpitas Got Talent and finding volunteering opportunities for the youth.

4. Have you ever attended a Youth Advisory Commission meeting? If so, explain your experience.

I have yet to attend a commission meeting.

MAY 07 2013

CITY OF MILPITAS  
COMMISSION/COMMITTEE APPLICATION

RECEIVED

Youth Advisory Commission  
COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (in black ink)

Mr.

Mrs./Ms.

Name: Dylan D Sanchez  
First Middle Last

[Redacted Address Line]

Address: Number Street (apt. # if needed), Milpitas CA 95035

[Redacted Address Line]

Telephone Number(s) e-mail address

Joan (650) 967-4912  
Present Employer Business Telephone

Address Occupation  
VIP food runner / Prep Cook

Education: If Youth Advisory Commission applicant, indicate your grade/school: 11th

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree

List community organizations to which you belong or have belonged (additional information may be attached). If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I can help give service to the community in whatever cause that's necessary to help my environment a better place.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

[Handwritten Signature]  
Signature

5/3/13  
Date

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1. What type of difference do you want to make for the youth in our community? (Please list two of your ideas. Please use the reverse side if you need more room.)

I would like to innovate educational programs for the youth, who are in struggle in school work and could receive tutoring to succeed.

2. How did you hear about the Youth Advisory Commission?

I heard about it from a local school counselor at my High School (Milpitas High School).

3. What have you heard or know about the Youth Advisory Commission?

All I know is that the YAC advises the city council on issues involving youth and teens in Milpitas.

4. Have you ever attended a Youth Advisory Commission meeting? If so, explain your experience.

No, I have not however, I am interested in joining the Youth Advisory Commission to find out more about the program and be a representative of my fellow school mates and other youths out there.

**REGULAR**

**NUMBER: 198.4**

**TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING SECTION III-7-13.02 OF THE MILPITAS MUNICIPAL CODE TO INCREASE THE TOTAL VALUE OF PRIZES THAT MAY BE AWARDED FOR EACH BINGO GAME FROM TWO HUNDRED FIFTY DOLLARS (\$250.00) TO FIVE HUNDRED DOLLARS (\$500.00) AS AUTHORIZED UNDER CALIFORNIA PENAL CODE SECTION 326.5**

**HISTORY:** This Ordinance was introduced (first reading) by the City Council at its meeting of September 3, 2013, upon motion by Councilmember Giordano and was adopted (second reading) by the City Council at its meeting of \_\_\_\_\_, upon motion by \_\_\_\_\_. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Mary Lavelle, City Clerk

\_\_\_\_\_  
Jose S. Esteves, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

**RECITALS AND FINDINGS:**

**WHEREAS**, Chapter 7 of Title III of the Milpitas Municipal Code sets forth the requirements for the conduct of Bingo games in the City of Milpitas in accordance with Section 19(c) of Article IV of the California Constitution and Section 326.5 of the California Penal Code; and

**WHEREAS**, Section 326.5 of the California Penal Code has been amended authorizing an increase in the maximum total value of prizes which may be awarded during the conduct of any one Bingo game, whether in cash or in kind or both, from two hundred fifty dollars (\$250.00) to five hundred dollars (\$500.00); and

**WHEREAS**, Section III-7-13.02 of the Milpitas Municipal Code currently authorizes a maximum payout of two hundred fifty dollars (\$250) per Bingo game and the City Council wishes to increase the maximum amount as permitted under State law.

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

**SECTION 1. RECORD AND BASIS FOR ACTION**

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

**SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE III, CHAPTER 7**

Section III-7-13.02 of the Milpitas Municipal Code is hereby amended in its entirety and replaced with the text below to read as follows:

**“13.02 Other Licenses:** The total value of prizes awarded during the conduct of any Bingo game by other licensees shall not exceed Five Hundred Dollars (\$500.00) in cash or in kind or both, for each separate game that is held. No jackpot of any kind shall exceed Five Hundred Dollars (\$500.00).”

**SECTION 3. SEVERABILITY**

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

**SECTION 4. EFFECTIVE DATE AND POSTING**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF MILPITAS AND SCS DEVELOPMENT CORPORATION FOR FINAL TRACT MAPS NOS. 10060 AND 10061 (MONTAGUE VILLAGE TOWNHOMES AND AMALFI APARTMENTS PROJECTS), FINAL TRACT MAPS NOS. 10060 AND 10061 WITH THE RECOMMENDED STREET NAMES, AND PUBLIC IMPROVEMENT PLANS 2-1172 AND 2-1164 FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS AS PART OF FINAL TRACT MAPS NOS. 10060 AND 10061**

**WHEREAS**, the City Council adopted Resolution No. 8132 on November 1, 2011 approving Site Development Permit Amendment No. SA11-0005, Major Tentative Map Amendment No. TM11-0001, and Conditional Use Permit Amendment No. UA-0008 for the Citation Residential Project at 1200 Piper Drive (the “Project”); and

**WHEREAS**, the Project will consist of 94 townhomes and 638 apartments, totaling 732 dwelling units, off-site improvements, and a 2.74 acre public park; and

**WHEREAS**, SCS Development Corporation will construct the public improvements as identified in Public Improvement Plans 2-1172 and 2-1164 consisting of new City streets, sidewalks, lighting, landscaping, sewers, and storm drain systems; and

**WHEREAS**, SCS Development Corporation has submitted all required and supporting documents for City of Milpitas review and approval and City staff has completed its review of the plans, tract maps, and supporting documents and determined they satisfy the City of Milpitas requirements for this Project.

**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 Subdivision Improvement Agreement between the City of Milpitas and SCS Development Corporation (Exhibit 1 hereto) for Final Tract Maps Nos. 10060 and 10061 (Montague Village Townhomes and Amalfi Apartments projects), Final Tract Maps Nos. Tracts 10060 and 10061 with the recommended street names, and Public Improvement Plans 2-1172 and 2-1164 for construction of public improvements as part of Final Tract Maps Nos. 10060 and 10061 are hereby approved.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Mary Lavelle, City Clerk

\_\_\_\_\_  
Jose S. Esteves, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

Subdivider: SCS Development Citation Homes Central

Project Name: Citation

File No. : 100.01.232 & 235

Private Job Account No.: 2527

Improvement Plan No.: 2-1164 & 2-1172

Tract Nos: 10060 and 10061

Council Approval Date: 9/17/13

Completion Period: 3 years

## CITY OF MILPITAS

### SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, executed this \_\_\_\_ day of \_\_\_\_\_ 2013, at Milpitas, California, by and between the CITY OF MILPITAS, a municipal corporation of the State of California, (hereafter referred to as "City") and (hereafter referred to as "SUBDIVIDER"):

#### RECITALS

- A. SUBDIVIDER desires to develop certain land in the CITY in accordance with final maps filed with the Milpitas City Council, marked and designated Tract Nos. 10060 and 10061 (Citation).
- B. Said map shows certain streets, easements, and park which are offered for dedication for public use.

NOW, THEREFORE, in consideration of the mutual covenants terms and conditions herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. SUBDIVIDER agrees that it will construct at its sole cost and expense, all those certain improvements listed in the **Improvement Plan No. 2-1172 (CB&G Plans) consisting of approximately \_\_\_\_\_ sheets, and Improvement Plan No. 2-1164 (BKF Plans) consisting of approximately \_\_\_\_\_ sheets,** and specifications approved by said City Council on \_\_\_\_\_, including setting survey monuments and identified by Project/Agency Fund Account No. 2527 (hereby referred to and made a part hereof the same as if set forth at length herein), and as set fourth in the conditions of approval for the SUBDIVIDER.
  - a. SUBDIVIDER will be credited for the construction of public improvements as identified in the Cost Sharing and Reimbursement Agreement for Milpitas Transit Area Specific Plan (Piper/Montague Subdistrict) recorded 9/10/09.
  - b. SUBDIVIDER under a separate amended agreement will be credited for the design and construction of the Public Park as identified in the Cost Sharing and Reimbursement Agreement for Milpitas Transit Area Specific Plan (Piper/Montague Subdistrict) recorded 9/10/09. The Public Park shall be under construction prior to or concurrent with the occurrence of the issuance of the 280<sup>th</sup> building permit for the Citation Parcel (Amalfi Apartments Phase 1)
  - c. SUBDIVIDER will be credited for the design and construction of the Recycled Water main on South Milpitas Boulevard between Gibraltar Drive and Garden Street, and from Garden Street at Milpitas Boulevard to Piper Drive (per DB No. 20 in Table B-1 of December 12, 2012 Updated

TASP fee). Subdivider shall receive an imbursement for the **not to exceed amount of \$287,320.00.**

- d. SUBDIVIDER under a separate amended agreement shall design and construct traffic signal installation at Milpitas Boulevard and proposed public street (Garden Street).
2. No improvement work shall be undertaken by SUBDIVIDER until all plans and specifications have been submitted to the City Engineer and have been approved by him/her in writing nor shall any change be made in said plans and specifications or in the work of improvement to be done under them without the prior written approval of CITY.
3. SUBDIVIDER agrees that said improvements will be constructed under and subject to the inspection of and to the satisfaction of the CITY.
4. SUBDIVIDER agrees that it will construct said improvements in accordance with the requirements set forth in said "Improvement Plans and Specifications" referred to above, all applicable local, state, and federal codes, ordinances, resolutions and orders of CITY enacted or adopted by said City Council as amended or revised as of the date hereof, and governing statutes of the State of California or of the United States of America.
5. SUBDIVIDER agrees that it will carry out and shall cause its contractors to carry out construction of the said improvements in conformity with all applicable laws and regulations, including without limitation, all applicable federal and state labor laws and standards. To the extent applicable to, **Citation Homes Central** and its subcontractors and agents, shall comply with California Labor Code Section 1720 et seq. and regulations adopted pursuant thereto ("**Prevailing Wage Laws**") and shall be responsible for carrying out the requirements of such provisions.

SUBDIVIDER shall, and hereby agrees to indemnify, defend (with counsel approved by City/Agency), protect and hold harmless the Indemnitees from and against any and all Claims whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Agency, City or Developer related to this Agreement with respect to the payment or requirement of payment of prevailing wages, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that Agency and City do not, and shall not, waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Agency or City, or Developer's deposit with Agency of any of the insurance policies described in this Agreement.

6. All said improvements shall be completed and ready for final inspection by the CITY **within 36 months of the date of execution of this Agreement.** If SUBDIVIDER shall fail to complete the work required by this Agreement within same time, CITY may, at its option, and after giving ten (10) days written notice thereof to SUBDIVIDER, complete the same and recover the full cost and expense thereof from SUBDIVIDER.
7. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY as obligee in the penal sum of XXXXXXXXX thousand DOLLARS (\$XXXXXXXXXX) **for public improvements 2-1172 and 2-1164**, conditioned upon the full and faithful performance of each of the terms, covenants, and conditions of this Agreement and conditioned upon the full and faithful performance of any and all public improvement work required hereunder.

8. In the event that SUBDIVIDER fails to perform any obligation on its part to be performed hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligation, and if suit be brought by CITY to enforce this Agreement, SUBDIVIDER, agrees to pay costs of suit and reasonable attorney's fees to be fixed by the Court.
9. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum of **XXXXXXXXX thousand DOLLARS (\$XXXXXXXXXX)** for public improvements 2-1172 and 2-1164, inuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder.
10. SUBDIVIDER agrees to pay all costs for labor or materials in connection with the work of improvement hereunder.
11. Any faithful performance security required hereunder shall be reduced to 10% of the security's original value for one year after the date of final completion and initial acceptance of said work to fulfill the one-year maintenance guarantee period for said improvements.
12. Prior to commencing any work, SUBDIVIDER, agrees to obtain an Encroachment Permit from the Engineering Division and at SUBDIVIDER's expense, provide CITY with a duplicate public general liability and automobile liability insurance policy with endorsements showing the CITY as additional insured which insures CITY, its officers and employees against liability for injuries to persons or property (with minimum coverage of \$1,000,000 for each person and \$1,000,000 for each occurrence and and \$1,000,000 for property damage for each occurrence) in connection with work performed by, for or on behalf of SUBDIVIDER. Said Policy shall: (a) be issued by an insurance company authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but not limited to property damage, and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days prior written notice to CITY of cancellation or coverage reduction; (e) provide that it is full primary coverage so that if said CITY, its officers and employees have other insurance covered by said policy, said other insurance shall be excess insurance; (f) provide that said CITY; its officers and employees shall not be precluded from claim against other insured parties thereunder; (g) be maintained in effect until final acceptance of SUBDIVIDER's improvements. If SUBDIVIDER does not comply with the provisions of this paragraph, City may (at its election and in addition to other legal remedies) take out the necessary insurance, and SUBDIVIDER shall forthwith repay City the premium therefor.
13. SUBDIVIDER agrees that any general contractor engaged by the SUBDIVIDER for any work of improvement under this Agreement will have:
  - a) In full force and effect, a Worker's Compensation Insurance as shown by a Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give CITY at least thirty (30) days prior written notice of the cancellation or coverage reduction of the policy.
  - or
  - b) In full force and effect, a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations and certified by him to be current, together with a Declaration under penalty of perjury in a form satisfactory to the City Attorney that said Certificate is in full force and effect and that the SUBDIVIDER or its general contractor shall immediately notify the CITY in writing in the

event of its cancellation or coverage reduction at any time prior to the completion of all work of improvement.

14. SUBDIVIDER agrees to indemnify and save harmless CITY, City Council, City Engineer or any other officer or employee of CITY from any and all costs, expenses, claims, liabilities or damages, known or unknown, to persons or property heretofore or hereafter arising out of or in any way connected with the act, omission or negligence of SUBDIVIDER, its officers, agents, employees, contractors or subcontractors or any officer, agent or employee thereof.
15. SUBDIVIDER agrees to comply with all special conditions and notes of approval for this development, pay all fees, and costs and expenses incurred by CITY in connection with said subdivision (including, but not limited to: office check of maps and improvement plans, field checking, staking and inspection of street monuments, construction water, wet taps, testing and inspection of improvement). SUBDIVIDER shall maintain Project/Private Job Account No. 3222 for this purpose with additional deposits as required by CITY.

Project: Montague Village (94 Townhomes)

A1. Fees to be paid upon execution of this agreement are as follows:

	Type of Fees and Deposits	City Account No.	Calculated Fee
1	Plan Review, Map Review and Inspection Deposit (10% of Engineers Estimate)	P2527-13-2500	TBD
2	Improvement Reimbursement Fee (Milpitas Blvd.)	310-3614-xx70	TBD
3	Other Fees/Deposits	xxxx-xx-xxx	N/A
		<b>Total =</b>	<b>\$XXXXXXX</b>

B1. Fees to be paid at the time of building permit issuance:

	Type of Fee	City Account No.	Calculated Fee
1	Water Connection Fee: <i>(based on 94 units @ \$1,910 per unit)</i>	402-3715	\$179,540.00
2	Potable Water Meter Fee:	400-3662	TBD
3	Water System Capacity Impact Fee (Fee is as of July 2012, and shall be adjusted per ENR Cost Index at time of payment)	402-3718	N/A
4	Recycled Water Meter Fee:	406-3622	TBD
5	Sewer Connection Fee: <i>(based on 94 units @ \$1,908 per unit)</i>	452-3715	\$179,352.00
6	<b>Tentative Map Condition No. 17- Contribution towards the upsizing of the sewer line on Curtis Ave. (Sewer 11E)</b>	452-3718	<b>TBD</b>
7	Main Sewage Pumping Station Impact Fee	455-3718	N/A
8	Storm Drain Connection Fee: <i>(based on 16 acres @ \$16,771 per acre)</i>	340-3711	\$268,336.00
9	Transit Area Specific Plan Impact Fees <i>(94 units @ \$29,012 per unit)</i>	350-3718	\$2,727,128.00
10	Park site Fee 1. Park Dedication In-Lieu Fee 2. PUD Park Fee	320-3712	N/A
11	Permit Automation Fee (2.5% of B1-B10)	505-3601	\$83,859.00
		<b>Total =</b>	<b>\$3,438,215.00</b>

C1. Estimated Credits and/or Reimbursements due to SUBDIVIDER:

	TASP Credits and Other Reimbursements	Initial "Budgeted" Credit
1	Recycled Water (per DB No. 20 in Table B-1 of Dec. 12, 2012 Updated TASP fee)	N/A
2	Public Streets per Cost Sharing and Reimbursement Agreement for Milpitas Transit Area Specific Plan (Piper/Montague Subdistrict) recorded 9/10/09	N/A
3	Public Park Land Credit (1.2 acres @ \$58 per SF)	N/A
4	Public Park Improvements	N/A
5	Traffic Signal at Garden St. and Milpitas Blvd. (56% of \$288,000)	N/A
	<b>Total =</b>	<b>\$0.00</b>

Project: Amalfi Apartments (378 Apartments Phase 1)

A2. Fees to be paid upon execution of this agreement are as follows:

	Type of Fees and Deposits	City Account No.	Calculated Fee
1	Plan Review, Map Review and Inspection Deposit (10% of Engineers Estimate)	P2527-13-2500	TBD
2	Improvement Reimbursement Fee (Milpitas Blvd.)	310-3614-xx70	TBD
3	Other Fees/Deposits	xxxx-xx-xxx	N/A
		<b>Total =</b>	<b>\$XXXXXXX</b>

B2. Fees to be paid at the time of building permit issuance:

	Type of Fee	City Account No.	Calculated Fee
1	Water Connection Fee: <i>(based on 378 units @ \$1,164 per unit; and \$14,328 per acre credit (16 acres)</i>	402-3715	\$210,744.00
2	Potable Water Meter Fee:	400-3662	TBD
3	Water System Capacity Impact Fee (Fee is as of July 2012, and shall be adjusted per ENR Cost Index at time of payment)	402-3718	N/A
4	Recycled Water Meter Fee:	406-3622	TBD
5	Sewer Connection Fee: <i>(based on 378 units @ \$1,406 per unit; and \$20,448 per acre credit (16 acres)</i>	452-3715	\$204,300.00
6	<b>Tentative Map Condition No. 17- Contribution towards the upsizing of the sewer line on Curtis Ave. (Sewer 11E)</b>	452-3718	<b>TBD</b>
7	Main Sewage Pumping Station Impact Fee	455-3718	N/A
8	Storm Drain Connection Fee: <i>(based on 16 acres @ \$16,771 per acre)</i>	340-3711	Paid with Townhomes
9	Transit Area Specific Plan I mpact Fees <i>(378 units @ \$29,012 per unit)</i>	350-3718	\$10,966,536.00
10	Park site Fee 1. Park Dedication In-Lieu Fee 2. PUD Park Fee	320-3712	N/A
11	Permit Automation Fee (2.5% of B1-B10)	505-3601	\$284,540.00
		<b>Total =</b>	<b>\$11,666,120.00</b>

C2. Estimated Credits and/or Reimbursements due to SUBDIVIDER:

	TASP Credits and Other Reimbursements	Initial "Budgeted" Credit
1	Recycled Water (per DB No. 20 in Table B-1 of Dec. 12, 2012 Updated TASP fee)	\$287,320.00
2	Public Streets per Cost Sharing and Reimbursement Agreement for Milpitas Transit Area Specific Plan (Piper/Montague Subdistrict) recorded 9/10/09	TBD
3	Public Park Land Credit (1.2 acres @ \$58 per SF)	\$3,031,776.00
4	Public Park Improvements	TBD
5	Traffic Signal at Garden St. and Milpitas Blvd. (56% of \$288,000)	TBD
	<b>Total =</b>	<b>\$3,319,096.00</b>

Project: 260 Apartments (Phase 2)

A3. Fees to be paid upon execution of this agreement are as follows:

	Type of Fees and Deposits	City Account No.	Calculated Fee
1	Plan Review, Map Review and Inspection Deposit (10% of Engineers Estimate)	P2527-13-2500	\$XXXXXXXX
2	Improvement Reimbursement Fee (Milpitas Blvd.)	310-3614-xx70	\$XXXXXXXX
3	Other Fees/Deposits	xxxx-xx-xxx	N/A
		<b>Total =</b>	<b>\$XXXXXXXX</b>

B3. Fees to be paid at the time of building permit issuance:

	Type of Fee	City Account No.	Calculated Fee
1	Water Connection Fee: (based on 260 units @ \$1,164 unit)	402-3715	\$302,640.00
2	Potable Water Meter Fee:	400-3662	TBD
3	Water System Capacity Impact Fee (Fee is as of July 2012, and shall be adjusted per ENR Cost Index at time of payment)	402-3718	N/A
4	Recycled Water Meter Fee:	406-3622	TBD
5	Sewer Connection Fee: (based on 260 units @ \$1,406 per unit)	452-3715	\$365,560.00
6	<b>Tentative Map Condition No. 17- Contribution towards the upsizing of the sewer line on Curtis Ave. (Sewer 11E)</b>	452-3718	?????
7	Main Sewage Pumping Station Impact Fee	455-3718	N/A
8	Storm Drain Connection Fee: (based on 16 acres @ \$16,771 per acre)	340-3711	Paid with Townhomes
9	Transit Area Specific Plan Impact Fees (260 units @ \$29,012 per unit)	350-3718	\$7,543,120.00
10	Park site Fee 1. Park Dedication In-Lieu Fee 2. PUD Park Fee	320-3712	N/A
11	Permit Automation Fee (2.5% of B1-B10)	505-3601	\$205,283.00
		<b>Total =</b>	<b>\$8,416,603.00</b>

C3. Estimated Credits and/or Reimbursements due to SUBDIVIDER:

	TASP Credits and Other Reimbursements	Initial "Budgeted" Credit
1	Recycled Water (per DB No. 20 in Table B-1 of Dec. 12, 2012 Updated TASP fee)	N/A
2	Public Streets per Cost Sharing and Reimbursement Agreement for Milpitas Transit Area Specific Plan (Piper/Montague Subdistrict) recorded 9/10/09	N/A
3	Public Park Land Credit (1.2 acres @ \$58 per SF)	N/A
4	Public Park Improvements	N/A
5	Traffic Signal at Garden St. and Milpitas Blvd. (56% of \$288,000)	N/A
	<b>Total =</b>	<b>N/A</b>

16. Upon completion of the work and before City Initial Acceptance of the work thereof, SUBDIVIDER shall provide the City a complete original mylar of "Record Drawing" showing all the changes from the original plan.
17. Upon completion of the work, and before City Council final acceptance thereof, SUBDIVIDER shall be billed for and pay or shall be refunded the difference between the amount of said costs and expenses in each instance and the amount of said remittance.
18. Any easement or right-of-way necessary for the completion of any of the improvements required of SUBDIVIDER shall be acquired by SUBDIVIDER at its sole cost and expense. In the event that eminent domain proceedings are necessary for the acquisition of any easement or right-of-way, SUBDIVIDER agrees that he will pay all engineering fees and costs, legal fees and costs, and other incidental costs sustained by CITY in connection with said eminent domain proceedings and any condemnation award and damages (including all costs awarded in said eminent domain proceedings). SUBDIVIDER further agrees that prior to the institution of any eminent domain proceedings and upon ten (10) days written notice from CITY. SUBDIVIDER will deposit such sums as are determined by City Council to be necessary to defray said fees, costs, awards, and damages.
19. CITY will accept on behalf of the public, the dedication of the streets, and easements offered for dedication, and will supply water for sale to and within said subdivision, provided however, that as a condition precedent to said initial acceptance and to supplying water, SUBDIVIDER shall perform the covenants, terms and conditions of this Agreement.
20. SUBDIVIDER hereby irrevocably offers to convey title of the water mains and lines, and appurtenances constructed in or for said subdivision to CITY. Upon final acceptance of said improvements by CITY, said title will be deemed to be accepted by CITY in the event that title has not previously passed to CITY by operation by law.
21. SUBDIVIDER agrees to comply with all requirements set forth on Exhibit "A" (attached hereto, hereby referred to and made a part hereof).
22. This Agreement shall be deemed to include any final conditions imposed by CITY upon the approval of the tentative and final maps related to public improvements of said subdivision.
23. SUBDIVIDER agrees that, upon ten (10) days written notice from CITY, it will immediately remedy, restore, repair or replace, at its sole expense and to the satisfaction of City Engineer, all defects, damages or imperfections due to or arising from faulty materials or workmanship appearing within a period of one-year after the date of initial acceptance of all said improvements. If SUBDIVIDER shall fail to remedy, restore, repair, or replace said defects, damages or imperfections as herein required, CITY may at its option, do so and recover the full cost and expense thereof from SUBDIVIDER.
24. This Agreement shall bind the heirs, administrators, executors, successors, assigns and transferees of SUBDIVIDER. It is agreed and understood that the covenants in this Agreement shall run with the land and are for the benefit of the other lands in the CITY OF MILPITAS, and are made by SUBDIVIDER expressly, its heirs, administrators, executors, successors, assigns and transferees and to the CITY, its successors and assigns.
25. Nothing contained in this Agreement shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution or order of the City Council of the CITY.

26. Time shall be of the essence of this Agreement. All covenants herein contained shall be deemed to be conditions. The singular shall include the plural; the masculine gender shall include the feminine and neuter gender. All comments presented by SUBDIVIDER hereunder shall be subject to approval of the City Attorney as to form.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

\*Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF MILPITAS

SUBDIVIDER:

By: \_\_\_\_\_  
Thomas C. Williams, City Manager

Citation Homes Central  
By:

\*\*By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM THIS

\_\_\_\_\_ day of \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Michael J. Ogaz, City Attorney

APPROVED AS TO SUFFICIENCY THIS

\_\_\_\_\_ day of \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Keyvan Irannejad, Chief Building Official

\* Date should be same as date on Page 1 of 6.

\*\* It is essential that the signatures be acknowledged before a California Notary Public and attach proper acknowledgment.

## **EXHIBIT "A"**

1. The Subdivider agrees to complete necessary Water Service Agreements, and pay the connection fees prior to Building Permit issuance.
2. The Subdivider agrees to complete the construction of all public improvements and settings of all Survey Monuments before the City issuance of the Occupancy Permit/Final Inspection of the last residential building.
3. The Subdivider agrees to execute a petition to annex and establish, with respect to the property, the Special taxes levied by a Community Facility District 2008-1 (CFD 2008-1) for the purpose of maintaining the public services, upon execution of this Agreement.
4. The subdivider agrees to pay the City 2.5% Permit Automation Fee for the applicable fees.
5. The Subdivider agrees to comply with the special conditions and notes of approval for this Subdivision.

**CITY OF MILPITAS  
FAITHFUL PERFORMANCE BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: \_\_\_\_\_

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force an effect as it herein at length set forth:

NOW, THEREFORE, we the Principal and \_\_\_\_\_, as surety, are held and firmly bound unto the City of Milpitas, California, in the penal sum of XXXXXXXXXXXXXXXX DOLLARS (\$XXXXXX.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, it heirs, executors, administrators, successors or assigns, shall well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof on his or their part, to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the City of Milpitas, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on \_\_\_\_\_, 2013.

NOTE: BE SURE BOND DATE DOES NOT PRE-DATE CONTRACT.

SUBDIVIDER: \_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(write name)

BY: \_\_\_\_\_  
(write name)

BY: \_\_\_\_\_  
(type name and office)

BY: \_\_\_\_\_  
(type name and office)

Address of Surety: \_\_\_\_\_  
\_\_\_\_\_

**VERIFICATION**

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at \_\_\_\_\_, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Type Name)

Address: \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me, a )  
Notary Public, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 2013. )  
)  
)  
)  
)  
)

**THIS JURAT MUST BE COMPLETED  
BY A NOTARY IF THE VERIFICATION  
IS EXECUTED OUTSIDE OF CALIFORNIA**

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Type)

**ACKNOWLEDGMENT**

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form.  
A power of attorney is not enough.

Form Approved:  
\_\_\_\_\_

**CITY OF MILPITAS  
LABOR AND MATERIALS BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit:

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force and effect as it herein at length set forth:

NOW, THEREFORE, said Principal and the undersigned as corporate surety, their heirs, successors, executors and administrators, are held firmly bound, jointly and severally, unto the City of Milpitas California, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid agreement in the sum of **XXXXXXXXX thousand DOLLARS (\$XXXXXXXX.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the fact amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on \_\_\_\_\_, 2013.

NOTE: BE SURE BOND DATE DOES NOT PRE-DATE CONTRACT.

SUBDIVIDER: \_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(write name)

BY: \_\_\_\_\_  
(write name)

BY: \_\_\_\_\_  
(type name and office)

BY: \_\_\_\_\_  
(type name and office)

Address of Surety: \_\_\_\_\_

**VERIFICATION**

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at \_\_\_\_\_, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Type Name)

Address: \_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me, a )  
Notary Public, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 2013. )  
)  
)  
)  
)  
)  
)

**THIS JURAT MUST BE COMPLETED  
BY A NOTARY IF THE VERIFICATION  
IS EXECUTED OUTSIDE OF CALIFORNIA**

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Type)

**ACKNOWLEDGMENT**

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form.  
A power of attorney is not enough.

Form Approved:

\_\_\_\_\_

Principal: SCS Development Citation Homes Central  
Project Name: Citation

Project No.: PJ2527  
Bond No.: \_\_\_\_\_

**CITY OF MILPITAS  
SURVEY MONUMENTATION BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to install and complete certain designated public improvements, including setting of survey monuments by an engineer or surveyor prior to a certain date.

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force an effect as it herein at length set forth:

NOW, THEREFORE, we the Principal and \_\_\_\_\_, as surety, are held and firmly bound unto the City of Milpitas, California, and that Engineer or Surveyor, who set said survey monuments in the penal sum of **XXXXXXX thousand Dollars (\$XX,000.00)**, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, it heirs, executors, administrators, successors or assigns, shall well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof on his or their part, to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the City of Milpitas, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on \_\_\_\_\_, 2013.

NOTE: BE SURE BOND DATE DOES NOT PRE-DATE CONTRACT.

SUBDIVIDER: \_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(write name)

BY: \_\_\_\_\_  
(write name)

BY: \_\_\_\_\_  
(type name and office)

BY: \_\_\_\_\_  
(type name and office)

Address of Surety: \_\_\_\_\_

**VERIFICATION**

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at \_\_\_\_\_, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Type Name)

Address: \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me, a )  
Notary Public, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 2013. )

THIS JURAT MUST BE COMPLETED  
) BY A NOTARY IF THE VERIFICATION  
) IS EXECUTED OUTSIDE OF CALIFORNIA  
)  
)

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Type)

**ACKNOWLEDGMENT**

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form.  
A power of attorney is not enough.

Form Approved:

\_\_\_\_\_

**CITY OF MILPITAS**

**CERTIFICATE RELATING TO WORKER'S COMPENSATION  
INSURANCE PURSUANT TO LABOR CODE SECTION 3800**

(Subdivision)

I, THE UNDERSIGNED, HEREBY CERTIFY that at all times during the performance of any work of improvement under agreement with the City of Milpitas. (Check one of the following):

Any general contractor engaged by me for said work will have in full force and effect Worker's Compensation Insurance pursuant to the attached certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give City at least ten days advance notice of the cancellation of the policy (an exact copy or duplicate of the Certificate of Worker's Compensation Insurance certified by the Director of Industrial Relations or the insurer may be attached).

Or has in full force and effect and have attached hereto a Certificate of Consent to Self-insure issued by the Director of Industrial Relations or the insurer may be attached).

I declare under penalty of perjury that the foregoing is true and correct and executed on \_\_\_\_\_  
at \_\_\_\_\_.  
(Date) (City)

By: \_\_\_\_\_

\_\_\_\_\_  
Official Title

On behalf of: \_\_\_\_\_  
Contractor

NOTE: YOUR CERTIFICATE OF WORKER'S COMPENSATION INSURANCE MUST BE ATTACHED AND MUST MEET THE REQUIREMENTS SET FORTH ABOVE.

PLEASE NOTE THAT IF YOU HAVE ANYONE WORKING FOR OR WITH YOU, YOU MAY BE REQUIRED TO HAVE WORKER'S COMPENSATION INSURANCE. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE DIRECTOR OF INDUSTRIAL RELATIONS.

**CITY OF MILPITAS**  
**CERTIFICATE OF WORKER'S COMPENSATION INSURANCE**

Pursuant to California Labor Code Section 3800, the undersigned Insurer certifies that it is an admitted Worker's Compensation Insurer, that it has issued a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner (bearing policy number \_\_\_\_\_) to \_\_\_\_\_ in connection with the above project, title and subdivider. Said policy is now in full force and effect and the full deposit premium has been paid. At least 10 days advance notice of the cancellation of said policy will be given to the City of Milpitas. The expiration date on said policy is \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
INSURANCE COMPANY

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (Signature)

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (Type Name)

Address: \_\_\_\_\_

\_\_\_\_\_

**VERIFICATION**

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at \_\_\_\_\_, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013. \*\*

\_\_\_\_\_  
Authorized Signatory (Sign)

\_\_\_\_\_  
(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Type Name)

**CERTIFICATE OF GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE**

The undersigned insurance company certifies to the City of Milpitas, California, that it has issued a general public liability insurance policy, policy number \_\_\_\_\_ to \_\_\_\_\_ in connection with a work of improvement generally described as Street and underground improvement on \_\_\_\_\_. The policy names the City of Milpitas, its officers and employees (as additional insured) and insures said City, officers and employees against liability arising out of activities, including but not limited to, coverage for all work performed by or on behalf of permittee, products and completed operations of the permittee; the premises owned, occupied or used by the permittee; or automobiles owned, leased, hired or borrowed by the permittee in the following minimum amounts and for the following periods:

<u>COVERAGE</u>	<u>POLICY NUMBER</u>	<u>POLICY PERIOD</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
(1) Bodily Injury			\$1,000,000 each person )
			\$1,000,000 each occurrence )
			)*
(2) Property Damage			\$1,000,000 each occurrence )
			\$1,000,000 aggregate )

**This policy provides:** (1) primary coverage for additional insured parties; if said additional insured have other insurance against loss covered by this policy, the other insurance shall be excess insurance only; (2) that said additional insured parties are not precluded from claim under this policy against other insured parties; and (3) each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City Clerk.

Insurance Company	Address of Signatory:
Authorized Signature (Sign)	
Authorized Signature (Type)	

\* If project involves less than \$50,000, City will accept \$300,000/\$50,000

**VERIFICATION**

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at \_\_\_\_\_, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013. \*\*

\_\_\_\_\_  
 Authorized Signatory (Sign)  
 \_\_\_\_\_  
 (Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.  
 \_\_\_\_\_  
 (Sign)

\*\* If this certificate is executed outside of California, it must be sworn to before a Notary Public.

FORM APPROVED: \_\_\_\_\_, 2013, by \_\_\_\_\_

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS  
ANNEXING CERTAIN REAL PROPERTY COMMONLY KNOWN AS  
TRACTS 10060 AND 10061 (“CITATION PROJECT”) INTO CITY OF MILPITAS  
COMMUNITY FACILITIES DISTRICT NO. 2008-1, ANNEXATION NO. 4**

**WHEREAS**, SCS Development Co., a California Corporation, is the owner of certain real property commonly known as Tracts 10060 and 10061 (APN Nos. 086-32-037 and 086-32-040), more specifically described in the annexation map attached as Exhibit 1.A. to this Resolution; and

**WHEREAS**, on November 1, 2011, the City Council adopted Resolution No. 8132 approving Site Development Permit Amendment No. SA11-0005, Major Tentative Map Amendment No. TM11-0001, and Conditional Use Permit Amendment No. UA-0008 for the Citation Residential Project to construct 94 townhomes and 638 apartments, totaling 732 dwelling units, off-site improvements, a 2.74 acre public park, private streets, and associated common area improvements located on 16 acres at 1200 Piper Drive; and

**WHEREAS**, the City Council adopted Resolution Nos. 7815 and 7816 on January 9, 2009 and Ordinance 278 on January 29, 2009 to create the City of Milpitas Community Facilities District No. 2008-1 (“CFD 2008-1”) pursuant to the Mello-Roos Community Facilities Act of 1982, California Government Code Section 53311 *et seq.* Each fiscal year, a special tax is levied on all assessor’s parcels of residential property in CFD 2008-1 in an amount determined by the Council, as described in the attached Exhibit 1.B. to this Resolution; and

**WHEREAS**, pursuant to the Mello-Roos Community Facilities Act, the City Council also established a procedure to allow and provide for the annexation of parcels within the boundaries of CFD 2008-1 in the future without additional hearings, upon the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or those parcels are annexed, pursuant to Government Code Section 53339.7; and

**WHEREAS**, SCS Development Co., a California Corporation, now voluntarily seeks to annex its property to CFD 2008-1 and to be subject to the levy of a special tax thereunder.

**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. Legally valid and unanimous consent to the annexation of real property identified as Assessor’s Parcel Nos. 086-32-037 and 086-32-040 into CFD 2008-1 has been given, as set forth in the Consent and Election to Annex Real Property To An Existing Community Facilities District, attached hereto as Exhibit 1 and fully incorporated herein. All prior proceedings and actions taken by the City Council pursuant to the Mello-Roos Community Facilities Act and this Resolution were and are valid and in conformity with State and local law.
3. The City Council hereby declares and determines that the territory comprising Annexation No. 4, as described in Exhibit 1.A., is now added to and becomes a part of CFD 2008-1. City staff is hereby directed to include the property in the annual assessment. In no event shall the annual per-lot assessment exceed the maximum amount authorized by the Engineer’s Report for the CFD 2008-1 in any given fiscal year. Exhibit 2 attached hereto is provided to show all parcels that have been annexed to the CFD 2008-1.

4. The City Clerk is hereby directed to record an amendment to the Notice of Special Tax Lien within fifteen (15) days of the adoption of this Resolution in the Office of the County Recorder. The City Clerk is further directed to file a certified copy of the map, attached as Exhibit 1.A., and Exhibit 2, within fifteen (15) days of the adoption of this Resolution in the Office of the County Recorder.
5. The City Clerk shall certify the adoption of this Resolution.
6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by the City Council by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Mary Lavelle, City Clerk

\_\_\_\_\_  
Jose S. Esteves, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

## EXHIBIT 1

### CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING COMMUNITY FACILITIES DISTRICT CITY OF MILPITAS COMMUNITY FACILITIES DISTRICT NO. 2008-1 (PUBLIC SERVICES)

TO: CITY COUNCIL OF THE CITY OF MILPITAS IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE ABOVE ENTITLED COMMUNITY FACILITIES DISTRICT:

1. The undersigned is the owner (the "Owner"), or the duly authorized representative of the Owner, of the real property as described in **Exhibit 1.A.** attached hereto and incorporated herein by reference (the "Property"), and in such capacity, possesses all legal authority necessary to execute this Consent and Election as and on behalf of the Owner in connection with the annexation of the Property to the District (as defined below).

The Owner is: *SCS Development Co., a California Corporation*

2. The Owner is aware of and understands the following:
  - A. The City of Milpitas has conducted proceedings pursuant to the "Mello-Roos Community Facilities Act of 1982", (Government Code Section 53311 and following) (the "Act") to form a community facilities district known and designated as COMMUNITY FACILITIES DISTRICT NO. 2008-1 (PUBLIC SERVICES) (the "District") to finance the increased demand for public services (the "Services") resulting from new development within the District. The services to be financed by the CFD comprise services ("Services") authorized to be financed pursuant to Section 53313 and 53313.5 of the Government Code. CFD 2008-01 shall finance Services only to the extent they are in addition to those provided in the territory of CFD 2008-1 before the CFD was created and such Services may not supplant services already available within CFD 2008-1 when the CFD was created. For a full and complete description of the public services, reference is made to the final CFD Report, a copy of which is on file in the Office of the City Clerk. For all particulars, reference is made to said CFD Report.
  - B. The City has also undertaken proceedings pursuant to Article 3.5 of the Act to provide for the future annexation of certain territory, including the Property, to the District. On January 6, 2009, the City held a public hearing as required by the Act, to consider the future annexation of such territory, including the Property, to the District. Notice of such hearing was given in the form and manner as required by law. A protest to such future annexation was not received from 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed in the future or the owners of one-half or more of the area of land in the territory proposed to be annexed in the future. At the conclusion of such public hearing, the legislative body of the City did approve and provide for the annexation in the future upon the unanimous approval of the owner or owners of each parcel or parcels at the time that such parcel or parcels are annexed, without additional hearings.

**THE UNDERSIGNED DOES HEREBY CERTIFY UNDER PENALTY OF PERJURY AS FOLLOWS:**

3. The Owner consents and elects to and expressly approves annexation of the Property to the District and the authorization for the levy of the Special Tax within the Property without further public hearing and without an election conducted pursuant to the provisions of Government Code Section 53339.7 and Article 2 of the Act and the Elections Code of the State of California. Owner agrees and intends that such consent and approval constitutes Owner's election to annex the Property to the District and to approve the authorization for the levy of the Special Tax within the Property.
4. The Owner waives any right, which the Owner may have to make any protest or complaint or undertake any legal action challenging the validity of the proceedings of the City or the District to authorize the future annexation of the Property to the District or the authorization for the levy of the Special Tax within the Property, any necessity, requirement, right or entitlement for further public hearing or election pertaining to the annexation of the Property to the District and the levy of the Special Tax within the Property.
5. The Owner specifically authorizes the levy of the Special Tax on the Property pursuant to the rate and method of apportionment set forth in **Exhibit 1.B.** to pay for the authorized Public Services.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2013, in \_\_\_\_\_, California.

**SCS Development Co., a California Corporation**

BY:   
Name, Title *Stephen E. Schott, Vice President*

**Note:**

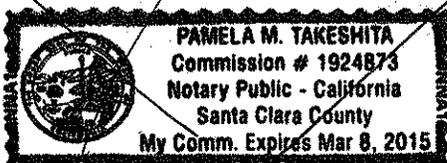
1. Signatures of property owner(s) or representatives must be notarized.
2. Proof of Authorization to sign is required for Corporations, Partnerships, Limited Liability Companies, Trusts, etc.

# NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA ) COUNTY OF  
SANTA CLARA) ss.

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

WITNESS my hand and official seal



Notary Public (This area for official notaries seal)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

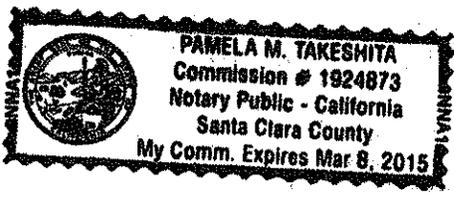
State of California }  
 County of Santa Clara }

On September 5 2013 before me, Pamela M. Takeshita, Notary Public,  
Date Here Insert Name and Title of the Officer  
 personally appeared Stephen E. Schott  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

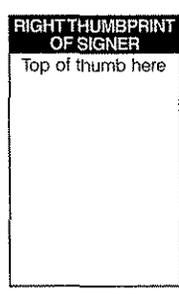
Title or Type of Document: \_\_\_\_\_  
 Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
 Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

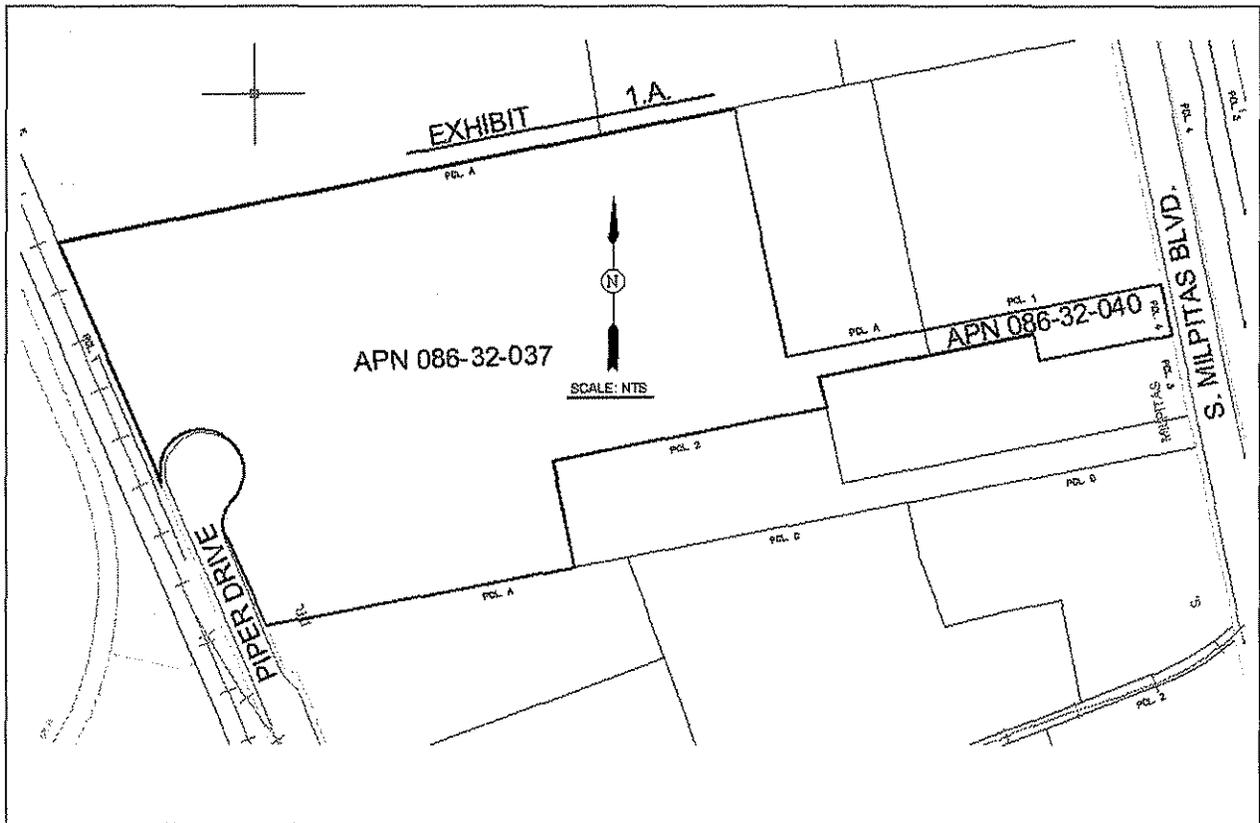


**EXHIBIT 1.A.**

**CONSENT AND ELECTION TO ANNEX REAL PROPERTY  
TO AN EXISTING COMMUNITY FACILITIES DISTRICT  
CITY OF MILPITAS COMMUNITY FACILITIES  
DISTRICT NO. 2008-1 (PUBLIC SERVICES)**

**ANNEXATION No. 4**

<b>Assessor Parcel No.</b>	<b>Owner</b>
086-32-037 and 086-32-040	SCS Development Co., a California Corporation



**EXHIBIT 1.A.**

**EXHIBIT 1.B.**

**CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO  
AN EXISTING COMMUNITY FACILITIES DISTRICT  
CITY OF MILPITAS COMMUNITY FACILITIES  
DISTRICT NO. 2008-1 (PUBLIC SERVICES)**

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Residential Property in City of Milpitas Community Facilities District No. 2008-1 (Public Services) ("CFD No. 2008-1"), and collected each Fiscal Year commencing after adoption of CFD 2008-1, in an amount determined by the Council through the application of the appropriate Special Tax, as described below. All of the real property in CFD No. 2008-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2008-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2008-1 or any designee thereof of complying with City, CFD No. 2008-1 or obligated persons disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2008-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2008-1 for any other administrative purposes of CFD No. 2008-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

**"Affordable Housing"** means any Dwelling Units located on Residential Property that are subject to deed restrictions, resale restrictions and/or regulatory agreements recorded on the property that provide housing for persons that meet the Low, Very Low, and/or Extremely Very Low income levels pursuant to, as applicable, California Health & Safety Code Sections 50093, 50079.5, 50105, or 50106. The Fiscal Year after the January 1 following the termination of the agreement containing covenants or similar instrument, a Dwelling Unit shall no longer be considered Affordable Housing.

**"Annexation Parcel"** means any parcel that is annexed to the CFD after it is formed.

**"Annual Costs"** means for each Fiscal Year, the total of 1) Authorized Services 2) Administrative Expenses; and 3) any amounts needed to cure actual or estimated delinquencies in Special Taxes for the current or previous Fiscal Year.

**"Authorized Services"** mean those services, as listed in the resolution forming the CFD.

**"Assessor's Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

**"Base Year"** means the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

**"Certificate of Occupancy"** means a certificate issued by the City that authorizing the occupancy of a Dwelling Unit.

**"CFD Administrator"** means an official of the City, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

**"CFD"** means City of Milpitas Community Facilities District No. 2008-1 (Public Services) of the City.

**"City"** means the City of Milpitas.

**"Consumer Price Index"** means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the San Francisco-Oakland-San Jose Area, measured as of the month of February in the calendar year that ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the San Francisco-Oakland-San Jose Area.

**"Council"** means the City Council of the City, acting as the legislative body of CFD No. 2008-1.

**"County"** means the County of Santa Clara.

**"County Median Income"** means the current median income for the County of Santa Clara as determined by the U.S. Department of Housing and Urban Development.

**"Developed Property"** means, for each Fiscal Year, all Assessor's Parcels of Residential and Non-Residential Property for which a Certificate of Occupancy, or equivalent certificate, was issued before February 1 of the prior Fiscal Year, but not earlier than January 1, 2009.

**"Dwelling Unit"** means a building or portion thereof designed for and occupied in whole or part as a residence or sleeping place, either permanently or temporarily, by one family and its guests, with sanitary facilities and one kitchen provided within the unit. Boarding or lodging houses, dormitories, and hotels shall not be defined as Dwelling Units unless the land use permit specifies a residential use.

**"Extremely Low-Income Affordable Housing"** means Affordable Housing suitable for households with incomes at or below 30% of the County Median Income.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"Land Use Class"** means the land use class into which an Assessor's Parcel of Residential Property has been assigned.

**"Low-Income Affordable Housing"** means Affordable Housing suitable for households with incomes at or below 80% of the County Median Income.

**"Maximum Special Tax"** means, for each Fiscal Year, the maximum Special Tax, determined in accordance with Section C, below, that can be levied on any Assessor's Parcel of Residential Property.

**"Market-Priced Residential Property"** means Residential Property not classified as Affordable Housing.

**"Non-Residential Property"** means, for each Fiscal Year, any Assessor's Parcel of Developed Property which is not a Residential Property.

**"Property Owner Association Property"** means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 2008-1 that is owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association.

**"Proportionately"** means that the ratio of the actual annual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Residential Property.

**"Public Property"** means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2008-1 that is owned by or irrevocably offered for dedication to the federal government, the State, the City or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act, as such section may be amended or replaced, shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2008-1 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

**"Residential Property"** means, for each Fiscal Year, any Assessor's Parcel of Developed Property for which a Certificate of Occupancy has been issued for purposes of allowing residents to inhabit one or more residential Dwelling Units.

**“Second Family Unit”** means an attached or detached additional residential dwelling unit on a single-family residential Developed Parcel. The Second-Family Unit is not considered a Dwelling Unit in terms of assigning the Maximum Annual Special Tax.

**“Services”** means services that CFD No. 2008-1 is authorized to fund. These services may include: a) police protection services, criminal justice services-jails, detention facilities and juvenile halls, b) fire protection & suppression services and ambulance & paramedic services, c) maintenance and lighting of parks, parkways, streets, roads, street landscaping and open space, d) flood and storm protection services-operation and maintenance of storm drainage systems, and e) services related to removal and remedial action for cleanup of any hazardous environmental substances.

**“Special Tax”** means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Residential Property to fund the Special Tax Requirement.

**“Special Tax Requirement”** means that amount to be collected in any Fiscal Year for CFD No. 2008-1 to pay for certain costs as required to meet the needs of CFD No. 2008-1 in that Fiscal Year. The costs to be covered shall be the costs of (i) Services, and (ii) Administrative Expenses; less (iii) a credit for funds available to reduce the annual Special Tax levy, if any, as determined by the CFD Administrator.

**“State”** means the State of California.

**“Tax Category”** means the four categories of housing Dwelling Units shown in Table 1.

**“Tax Collection Schedule”** means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

**“Tax Escalation Factor”** means an annual percentage increase in the Maximum Annual Special Tax Rate per Unit based upon the Consumer Price Index (CPI) (as of February, San Francisco, All Urban Consumers (CPI-U) Index), the CPI (prior calendar year annual average, San Francisco, All Urban Wage Earners and Clerical Workers), or 2 percent, whichever is greater. The Tax Escalation Factor is applied each Fiscal Year following the Base Year.

**“Taxable Parcel”** means any Parcel that is not a Tax-Exempt Parcel

**“Tax-Exempt Parcel”** means a Parcel not subject to the Special Tax. Tax-Exempt Parcels are Public Parcels (subject to the limitations set forth below), Undeveloped Parcels, and nonresidential use parcels, such as commercial, office, industrial, etc.

**“Undeveloped Property”** means, for each Fiscal Year, all property not classified as Residential Property, Non-Residential Property, Public Property, or Property Owner Association Property.

**“Very Low-Income Affordable Housing”** means Affordable Housing suitable for households with incomes at or below 50% of the County Median Income.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Assessor's Parcels, as applicable within CFD No. 2008-1, shall be classified as Residential Property, Non-Residential Property, Undeveloped Property, Public Property, or Property Owner Association Property. However, only Residential Property shall be subject to annual Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below. Residential Property shall be assigned to Land Use Classes 1-4, as listed in Table 1, below.

**C. MAXIMUM SPECIAL TAX RATE**

**1. Developed Property**

a. Maximum Special Tax

The Maximum Special Taxes for Residential Property are shown below in Table 1, based on the Land Use Class in which such Residential Property has been assigned. Under no circumstances shall a Special Tax be levied on Non-Residential Property, or for renovations to an existing Dwelling Unit located on Residential Property.

**TABLE 1**

**Maximum Special Taxes for Developed Property for Base Year 2009-10  
Community Facilities District No. 2008-1**

Land Use Class	Land-Use Type	Maximum Special Tax Per Dwelling Unit
1	Market-Priced Residential Property	\$510.00
2	Low- Income Affordable Housing (80% of Market)	\$408.00
3	Very Low-Income Affordable Housing (50% of Market)	\$255.00
4	Extremely Low-Income Affordable Housing	\$0.00

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2010, the Maximum Special Taxes set forth above shall be increased annually by the greater of the change in the San Francisco-Oakland-San Jose Area Urban Consumer Price Index during the twelve months prior to February of the previous Fiscal Year, or two percent (2%).

**2. Undeveloped Property, Non-Residential Property, Public Property or Property Owner Association Property**

No Special Taxes shall be levied on Undeveloped Property, Non-Residential Property, Property Owner Association Property, Public Property or Residential Property assigned to Land Use Class 4.

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing with Fiscal Year 2010-11 and for each following Fiscal Year, the Council or its designee shall levy the annual Special Tax Proportionately for each Assessor's Parcel of Residential Property at up to 100% of the applicable Maximum Special Tax, until the amount of Special Taxes equals the Special Tax Requirement.

**E. EXEMPTIONS**

No Special Tax shall be levied on Undeveloped Property, Non-Residential Property, Public Property, Property Owner Association Property or Residential Property assigned to Land Use Class 4. However, should an Assessor's Parcel no longer be classified as Non-Residential Property, Public Property, Property Owner Association Property, or Residential Property assigned to Land Use Class 4, such Assessor's Parcel, if reclassified as Residential Property assigned to Land Use Classes 1, 2 or 3, shall be subject to the Special Tax. Furthermore, an Assessor's Parcel of Residential Property assigned to Land Use Classes 1, 2 or 3, if reclassified as belonging to a different Land Use Class, shall be subject to the Special Tax associated with its new Land Use Class.

**F. APPEALS AND INTERPRETATIONS**

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The decision by the Council shall be final. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

**G. MANNER OF COLLECTION**

The annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2008-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations. In particular, the Special Tax for Affordable

Housing may be collected off of the tax roll, to facilitate payment of the Special Tax by a party other than the property owner.

**H. TERM OF SPECIAL TAX**

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement.

**CERTIFICATION OF ADEQUACY OF CONSENT AND ELECTION TO ANNEX REAL  
PROPERTY TO AN EXISTING COMMUNITY FACILITIES DISTRICT**

**CITY OF MILPITAS**

**COMMUNITY FACILITIES DISTRICT No. 2008-1  
(PUBLIC SERVICES)**

**ANNEXATION NO. 4**

The undersigned is the duly appointed CITY CLERK for the proceedings relating to the annexation of property to the District.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2013, at MILPITAS, California.

---

**CITY CLERK  
CITY OF MILPITAS  
STATE OF CALIFORNIA**

SHEET 1 OF 1

Filed in the office of the City Clerk of the City of Milpitas this \_\_\_ day of \_\_\_\_, 2013.

\_\_\_\_\_  
City Clerk, City of Milpitas

I hereby certify Annexation Map No. 4 as shown within the boundaries of City of Milpitas Community Facilities District No. 2008-1 (Public Services) as originally recorded of maps of assessment and community Book 44 Page 30 Facilities District, O.R., County of Santa Clara, State of California, was approved by the City Council of the City of Milpitas at a regular meeting thereof, held on the \_\_\_ day of \_\_\_\_, 2013, by its Resolution No. \_\_\_\_\_.

\_\_\_\_\_  
City Clerk, City of Milpitas

Filed this \_\_\_ day of \_\_\_\_, 2013, at the hour of \_\_\_ o'clock \_\_m., in Book \_\_\_ of Maps of Assessment and Community Facilities Districts at Page \_\_\_ in the office of the County Recorder in the County of Santa Clara, State of California.

\_\_\_\_\_  
County Recorder,  
County of Santa Clara

The boundary of Community Facilities District No. 2008-1 is co-terminous with the boundary of the City of Milpitas in \_\_\_\_, 2013.

Reference is hereby made to the Assessor maps of the County of Santa Clara for an exact description of the lines and dimensions of each lot and parcel.

The territory included in the Community Facilities District shall include only Santa Clara County Assessor's for the following Annexation Maps :

Initial formation CFD 2008-1 : 08632033, 08632034, 08632035, 0832036

Map No. 1: 08641020, 08641021, 08641022

Map No. 2: 08636043

Map No. 3: 08633094, 08633095, 08633098, 08633099

Map No. 4: 08632037 and 0863240

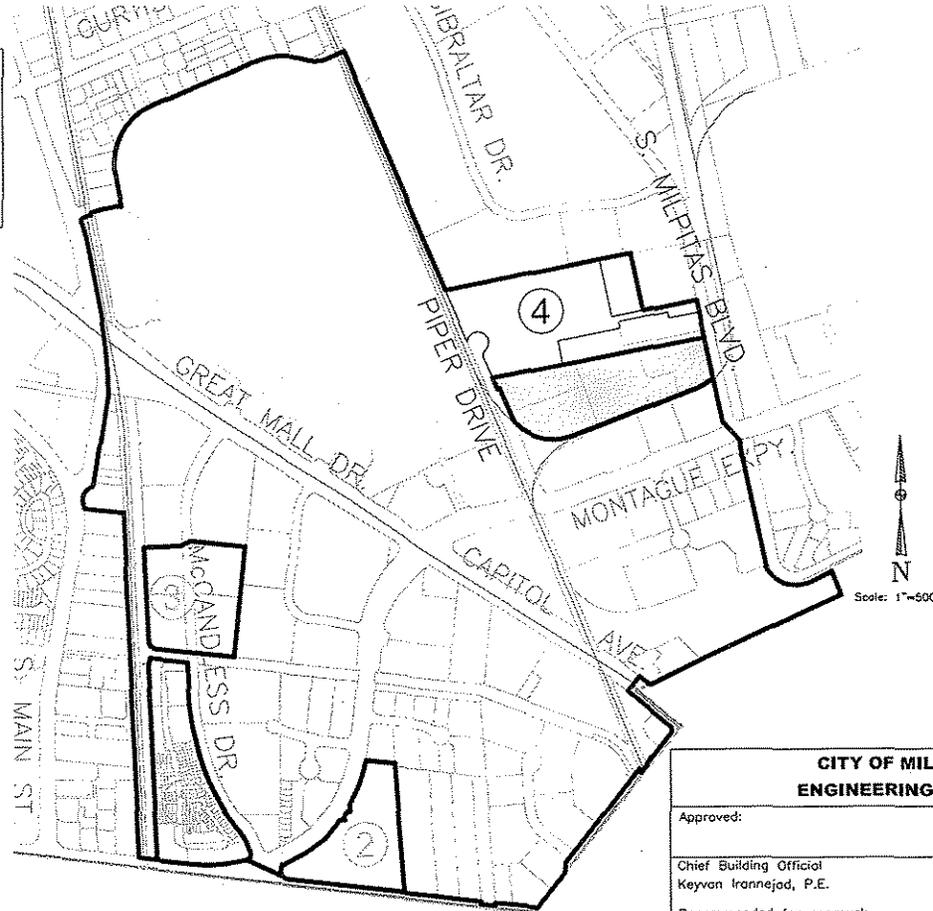
and all publicly owned areas in the City of Milpitas landscaped or capable of being landscaped, such as parks, parkways, street medians, interchange areas, light rail areas, open space and all similar areas. All other areas depicted on this map indicate territory that may be annexed to the Community Facilities District in the future.

EXHIBIT 2

ANNEXATION MAP NO. 4 AND UPDATE OF ANNEXATION MAP NO. 3 OF CITY OF MILPITAS COMMUNITY FACILITIES DISTRICT NO. 2008-1 (PUBLIC SERVICES), COUNTY OF SANTA CLARA STATE OF CALIFORNIA AS RECORDED IN BOOK 44 PAGE 30 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, O.R., SANTA CLARA COUNTY

**Legend**

-  Location of Initial Formation (Assessor Parcel No. 08632033, 08632034, 08632035, 08632036)
-  Boundary of CFD 2008-1
-  Annexation No.



CITY OF MILPITAS ENGINEERING DIVISION	
Approved:	
Chief Building Official Keyvan Irannejad, P.E.	Date
Recommended for approval:	
Land Development Engineer Ebbly Sahrabi, P.E.	Date
Drawn By: F.H. File No. CFD 2008-1 Sheet 1 of 1	

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS DECLARING ITS INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2013-1 (PIPER MONTAGUE) AND TO LEVY A SPECIAL TAX THEREIN AND TO INCUR A BONDED INDEBTEDNESS TO PAY FOR CERTAIN PUBLIC FACILITIES AND DECLARING ITS OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF DEBT**

**WHEREAS**, the City Council of the City of Milpitas (the “City Council”) has adopted local goals and policies concerning the use of the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, Part 1, Division 2, Title 5 (commencing with Section 53311) of the California Government Code) (the “Act”); and

**WHEREAS**, the City Council has duly considered the advisability and necessity of establishing a community facilities district pursuant to the Act encompassing the Piper/Montague Subdistrict area and levying a special tax therein to finance the acquisition and construction costs of certain public capital facilities; and

**WHEREAS**, the City Council has determined that the establishment of the proposed community facilities district is consistent with and follows the City’s goals and policies for use of the Act; and

**WHEREAS**, the City Council intends to finance all or a portion of the Facilities on a long-term basis through the issuance of bonds, the payment of the principal of and interest on which will be secured by the special tax that the City Council has proposed to levy in the District; and

**WHEREAS**, the City expects to pay certain project costs prior to the issuance of the Bonds and, in order to obtain favorable treatment of expenditures of proceeds of the bonds used to reimburse the City’s prior expenditures, Treasury Regulations section 1.150-2 requires the City to declare its official intent to reimburse such prior project costs expenditures with proceeds of debt.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Milpitas that:

1. **Recitals.** The above recitals are true and correct.
2. **Intent to Establish Community Facilities District.** The City Council hereby declares that it proposes and intends to establish a community facilities district pursuant to the provisions of the Act, in the manner described below.
3. **Description of Boundaries.** The proposed boundaries of the community facilities district are shown on a map on file in the office of the City Clerk. The City Council hereby directs the City Clerk to endorse the certificates set forth on the map indicating its filing in the office of the City Clerk and evidencing the date and adoption of this resolution. The City Council further directs the City Clerk to record a copy of the map with the Santa Clara County Recorder within 15 days after the adoption of this resolution, in accordance with the provisions of Section 3111 of the California Streets and Highways Code.
4. **Name of the Community Facilities District.** The community facilities district proposed to be formed shall be known as the “City of Milpitas Community Facilities District No. 2013-1 (Piper Montague)” (the “District”).
5. **Description of Public Facilities.** The facilities proposed to be financed by the District, which include completed facilities (the “Facilities”), are described in Exhibit B hereto. The Facilities have a useful life of five years or longer. The cost of financing the acquisition and construction of the Facilities includes “incidental expenses,” which include the cost of planning and designing the Facilities and environmental evaluations thereof; costs associated with the creation of the District, issuance of bonds, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District; and any other expenses incidental to the design, construction, completion, and inspection of the Facilities.
6. **Levy of Special Tax.** Except where funds are otherwise available, a special tax sufficient to pay the costs of the Facilities (including incidental expenses and debt service on bonds issued to finance the Facilities), secured by

recording of a continuing lien against all nonexempt real property in the District, will be levied annually within the District. The rate, method of apportionment, and manner of collection of the special tax are specified in Exhibit A. Exhibit A specifies the conditions under which the special tax may be prepaid and permanently satisfied. Exhibit A also specifies the year after which no further special tax shall be levied against any parcel used for private residential purposes. Under no circumstances will the special tax levied against any parcel used for private residential purposes be increased by more than ten percent as a consequence of delinquency or default by the owner of any other parcel or parcels of land within the District.

7. **Declaration of Necessity to Incur Debt.** In order to finance the acquisition and construction costs of the Facilities and the incidental expenses thereof, it is necessary to incur bonded indebtedness.

8. **Purpose of Debt.** The proposed bonded indebtedness would be incurred for the purpose of construction and acquisition of the Facilities, payment of the incidental expenses of such construction and acquisition, payment of the costs and issuance of the bonds, funding capitalized interest, funding a debt service reserve fund, repayment of funds advanced, and payment of other costs authorized by the Act.

9. **Amount of Proposed Debt.** The amount of the proposed bonded indebtedness to be incurred is \$10,000,000.

10. **Official Intent.** The City hereby states that it reasonably expects to reimburse its expenditures on project costs with proceeds of debt to be incurred by the City. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations section 1.150-2. This Resolution does not bind the City to make any expenditure of project costs or to incur any debt for the project costs.

11. **Repayment of Advances.** To the extent that the proceeds of any bonds issued are sufficient therefor (as determined by the City), the City proposes to repay all or a portion of any funds or work in-kind advanced by the owners of the property in the Piper/Montague District area for infrastructure costs.

12. **Public Hearing.** The City Council hereby fixes 7:00 p.m., or as soon thereafter as practicable, on Tuesday, November 5, 2013 at the regular meeting place of the City Council, City Council Chambers, 455 East Calaveras Boulevard, Milpitas, California, as the time and place for a consolidated public hearing on the questions of the establishment of the District and the incurrence of bonded indebtedness.

13. **Notice of Hearing.** The City Council directs the City Clerk to publish a notice of the consolidated hearing, in substantially the form attached hereto as Exhibit C, once not later than seven days prior to the date fixed for the hearing, in a newspaper of general circulation published in the area of the District.

14. **Hearing Report.** The City Council directs the City Engineer or his or her designee to study the proposed District and, at or before the time of the hearing, to cause to be prepared and filed with the City Council a report containing a brief description of the facilities by type that will in his opinion be required to adequately meet the needs of the District, his estimate of the cost of providing those public facilities; the fair and reasonable cost of any of the facilities to be purchased; and the fair and reasonable cost of incidental expenses to be incurred in connection therewith.

15. **Description of Proposed Voting Procedures.** If, at the conclusion of the public hearing, the City Council adopts a resolution establishing the District, the City Council proposes to order an election by mailed ballot and submit the question of the levy of the special tax, the incurrence of bond indebtedness, and the establishment of an appropriations limit for the District to the qualified electors. The City Council hereby determines that the Facilities are necessary to meet increased demands placed upon the City and other local agencies as a result of development occurring within the boundaries of the District. Because fewer than twelve registered voters currently reside within the District, the qualified electors shall be the Landowners within the District, and each Landowner who is the owner of record at the close of the hearing shall have one vote for each acre or portion of an acre of land that such Landowner owns within the proposed District.

16. **Tender of Bonds for Payment of Taxes.** The City Council reserves to itself the right and authority to allow any interested owner of property within the District, subject to the provisions of Government Code section 53344.1

and to those conditions it may impose, and any applicable prepayment penalties as described in a fiscal agent agreement or comparable document providing for the issuance of bonds, to tender to the City's Finance Director in full payment or part payment of any installment of the special taxes or the interest or penalties thereon that may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Mary Lavelle, City Clerk

\_\_\_\_\_  
Jose S. Esteves, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

# Exhibit A

City of Milpitas

Community Facilities District No. 2013-1 (Piper Montague)

## DRAFT RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

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### 1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 applicable to the land in the Community Facilities District No. 2013-1 (Piper Montague) of the City of Milpitas (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

### 2. Definitions

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following, of the California Government Code.

**"Administrative Expenses"** means the actual or reasonably estimated costs related to the administration of the Community Facilities District (CFD), including these (to the extent they are applicable):

- a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).
- b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).
- c. Costs of remitting the Special Taxes to the Trustee.
- d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.
- e. Costs to the City, CFD, or any designee thereof of complying with arbitrage rebate requirements.
- f. Costs to the City, CFD, or any designee thereof of complying with City, CFD, or obligated persons disclosure requirements.
- g. Costs associated with preparing Special Tax disclosure statements.
- h. Costs incurred in responding to public inquiries regarding the Special Taxes.
- i. Costs to the City, CFD, or designee thereof related to any appeal of the Special Tax.
- j. Costs associated with the release of funds from an escrow account, if any.

- k. Costs to the City for the issuance of bonds authorized by this CFD that are not recovered through the bond sale proceeds.
- l. Amounts estimated to be advanced or advanced by the City for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.
- m. Costs associated with the review and updates of financing plans, engineering and planning studies, and the recalculation of the Special Tax rates.

**"Administrator"** means the Finance Director of the City, or his or her designee.

**"Annual Costs"** means, for any Fiscal Year, the total of these:

- a. Debt Service OR Annualized Costs of Remaining Unpaid Units to be paid from Special Taxes.
- b. Administrative Expenses for such Fiscal Year.
- c. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, as needed.
- d. The amount needed to fund current Special Tax delinquencies from previous Fiscal Years and anticipated delinquencies for the current Fiscal Year. Collections from prior delinquencies should be first used to offset the amount needed for current and future delinquencies.
- e. Less any available earnings on the reserve fund, Special Tax funds, or any other available revenues of the CFD or the City that may be used to fund Annual Costs.

**"Annualized Costs of Remaining Unpaid Units"** means the amount of Maximum Annual Special Tax per Planned Residential Unit assigned to a Taxable Parcel.

**"Assessor's Parcel Number"** means the Parcel or parcel number as recorded by the County Assessor on the equalized tax roll.

**"Authorized Facilities"** means those facilities to be financed as identified in the resolution forming the CFD. Authorized Facilities are further defined as those improvements defined as Shared Infrastructure Improvements and Storm Water Facilities in the Cost Sharing and Reimbursement Agreement.

**"Benefit Share"** means the Maximum Annual Special Tax for a Parcel divided by the Maximum Annual Special Tax Revenue.

**"Bond(s)"** means bond(s) issued or other indebtedness incurred by the City for the CFD under the Act.

**"Bond Indenture"** means the indenture, resolution, fiscal agent agreement, or other financing document pursuant to which any Bonds are issued.

**"Bond Reserve Fund"** means the Debt Service reserve fund established pursuant to the Bond Indenture.

**"Bond Share"** means the share of Bonds assigned to a Parcel as specified in **Section 7** of this Rate and Method of Apportionment of Special Tax.

**"Building Permit"** means the issuance of a City building permit for the construction of a residential unit or building in the CFD.

**"CFD"** means Community Facilities District No. 2013-1 (Piper Montague) of the City.

**"City"** means the City of Milpitas.

**"Constructing Owner"** means the property owner/developer that constructs Authorized Facilities within the CFD.

**"Cost Sharing and Reimbursement Agreement"** means the agreement entered in to by the City and property owners dated September 10, 2009 (Recorded as Document No. 20427520), as amended, within the CFD that defines the Authorized Facilities to be constructed and the method of reimbursement of costs incurred by the Constructing Owner through the Special Taxes of the CFD.

**"Council"** means the City Council of the City.

**"County"** means Santa Clara County.

**"Debt Service"** means the total amount of bond principal, interest, and the scheduled sinking fund payments of the Bonds.

**"Fiscal Year"** means the period starting July 1 and ending the following June 30.

**"Initial Completion Date"** means date upon which the City determines that the first phase of Authorized Facilities have been constructed by the Constructing Owner in accordance with the Cost Sharing and Reimbursement Agreement.

**"Maximum Annual Special Tax"** means the maximum amount of the Special Tax that is assigned in a Fiscal Year for a Taxable Parcel.

**"Maximum Annual Special Tax Revenue"** means the sum of the Maximum Annual Special Taxes that could be levied in a Fiscal Year on all Taxable Parcels.

**"Original Parcel"** means a Parcel identified in **Attachment 1** at formation of the CFD.

**"Outstanding Bonds"** means the total principal amount of Bonds that have been issued by the CFD and not retired or defeased.

**"Parcel"** means any Assessor's Parcel Number defining a parcel of land in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

**"Planned Residential Units"** means the number of Residential Units assigned to Original Parcels, as shown in **Attachment 1**.

**"PMIP"** means the Piper-Montague Infrastructure Payment as defined in the Cost Sharing and Reimbursement Agreement.

**"Prepayment"** means the permanent satisfaction of the Special Tax Obligation. When a Building Permit is issued for a Taxable Parcel within the CFD, the Special Tax Obligation will be permanently satisfied and the Parcel is reclassified as a Tax-Exempt Parcel. If a Taxable Parcel

that has been assigned Unpaid Units receives a request to the City to issue a Building Permit, the Special Tax Obligation must first be satisfied using the provisions of **Section 7**.

**"Remaining Planned Residential Units"** means the number of Planned Residential Units currently assigned to a Taxable Parcel, *minus* the number of Building Permits issued for the Taxable Parcel during a given Fiscal Year.

**"Repayment Period"** means the five Fiscal Years that the City will levy a Special Tax against all Unpaid Units remaining beginning in the Tax Levy Base Year.

**"Reserve Fund"** means the total amount held in the Bond Reserve Fund.

**"Reserve Fund Requirement"** means the amount required by the Bond Indenture to be held in the Bond Reserve Fund.

**"Reserve Fund Share"** means the amount on deposit in the Bond Reserve Fund, but in any event not to exceed the Reserve Fund Requirement, multiplied by the Benefit Share for a given Taxable Parcel.

**"Residential Unit"** means an individual dwelling unit created by the issuance of a City Building Permit. A Building Permit for a single family residential structure would have one Residential Unit. A Building Permits for an apartment building structure would have multiple Residential Units allocated to a Taxable Parcel.

**"RMA"** means the Rate and Method of Apportionment of the Special Tax.

**"Shared Infrastructure TASP Fee Credits"** means Transit Area Specific Plan development impact fees granted by the City to a Constructing Owner pursuant to Section 3.2.3 of the Cost Sharing and Reimbursement Agreement.

**"Special Tax(es)"** mean(s) any tax levy under the Act in the CFD.

**"Special Tax Obligation"** means the requirement of Taxable Parcels to pay the Special Tax each Fiscal Year until all Annual Costs have been satisfied.

**"Subdivision"** or **"Subdivided"** means a division of a Parcel into two or more Parcels through the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

**"Successor Parcel"** means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

**"Tax Collection Schedule"** means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

**"Tax Levy Base Year"** means the Fiscal Year beginning July 1 of the year that is seven years from when the Initial Completion Date has occurred.

**"Taxable Parcel"** means any Parcel that is a Parcel assigned Planned Residential Units, Remaining Planned Residential Units, and/or Unpaid Units.

**"Tax-Exempt Parcel"** means a Parcel not subject to the Annual Special Tax, such as a Parcel for which a Building Permit has been issued and has paid its PMIP or the Special Tax Obligation.

Tax-Exempt Parcels include Parcels owned by the City, State and Federal governments as well as Parcels owned by a public school or public school district.

**"Trustee"** means a nationally regulated banking association organized and existing under the laws of the United States.

**"Unpaid Unit(s)"** means a Taxable Parcel for which no Building Permit has been issued by July 1 of the Base Year.

### **3. Duration of the Special Tax**

The Special Tax will be levied and collected for as long as it is needed to pay Annual Costs. The Special Tax shall not be levied on any Parcel in the CFD after Fiscal Year 2059–2060.

When all Shared Infrastructure TASP Fee Credits have been reimbursed to the City through either the payment of the PMIP and/or the Special Tax Obligation and Annual Costs have been paid, the Special Taxes under this Special Tax programs shall cease to be levied. The City shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. In addition, the Notice of Cessation of Special Tax shall identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

### **4. Administrative Tasks**

Administrative tasks required of the Administrator are discussed below.

- A. Assignment of the Maximum Annual Special Tax to Original Parcels. The Maximum Annual Special Tax and Planned Residential Units are assigned to Original Parcels at formation of the CFD and are identified by Assessor's Parcel Number in **Attachment 1**.
- B. Assignment of the Maximum Annual Special Tax to Successor Parcels. As Taxable Parcels in the CFD are Subdivided, the Administrator will perform the following tasks after each Subdivision:
  - Step 1: Identify the Parcel or Parcels that are included in the Subdivision.
  - Step 2: Sum the total Maximum Annual Special Tax for the Parcel or Parcels to be Subdivided.
  - Step 3: Sum the total Planned Residential Units assigned to the Parcel or Parcels to be Subdivided.
  - Step 4: Using City records, assigned land uses, and City zoning for the Parcels created by the Subdivision, the Administrator shall determine the number of Planned Residential Units to be assigned to each Successor Parcel.
  - Step 5: For each Successor Parcel, divide the number of Planned Residential Units determined for such Parcel in **Step 4** by the sum of Planned Residential Units

for Parcels to be Subdivided determined in **Step 3** to derive the Parcel's percentage share of Planned Residential Units.

Step 6: For each Successor Parcel, multiply the percentage share of Planned Residential Units determined in the previous step by the total Maximum Annual Special Tax determined in **Step 2**.

Update **Attachment 1** with the new Successor Parcels, the associated Assessor's Parcel Number, Planned Residential Unit assignments, and Maximum Annual Special Tax assignments.

C. Determine if Building Permits have been issued for Taxable Parcels of the CFD. As Building Permits are issued for Taxable Parcels, the Administrator will perform the following tasks after each issuance of a Building Permit:

Step 1: Identify the Taxable Parcel for which a Building Permit or Building Permits is to be issued.

Step 2: Determine the number of Planned Residential Units, or Remaining Planned Residential Units assigned to the Taxable Parcel.

Step 3: Determine the number of Residential Units identified in the Building Permit for the Taxable Parcel.

Step 4: Subtract the amount determined in **Step 3** from the amount determined in **Step 2**.

Step 5: If the calculation in **Step 4** results in a positive number, assign this amount as the Remaining Residential Units for the Taxable Parcel.

Step 6: If the calculation in **Step 4** results in an amount equal to zero, the Taxable Parcel has fulfilled the Special Tax Obligation and shall be reclassified as a Tax-Exempt Parcel. The result of the calculation in **Step 4** should not result in a negative amount if the provisions of **Sections 4.A** and **4.B** have been followed properly.

Update **Attachment 1** with the Remaining Planned Residential Units. If the Parcel has been reclassified as a Tax-Exempt Parcel, update the Parcel's status in **Attachment 1** and assign the Parcel a Maximum Annual Special Tax of zero.

D. Determine the Number of Unpaid Units per Taxable Parcel. Each Fiscal Year, determine the number of Unpaid Units assigned to a Taxable Parcel.

Step 1: Identify the number of Planned Residential Units and/or Remaining Planned Residential Units assigned to each Taxable Parcel.

Step 2: For each Planned Residential Units and/or Remaining Planned Residential Units assigned to each Taxable Parcel, assign an Unpaid Unit to the Taxable Parcel.

Step 3: Multiply the number of Unpaid Units assigned to a Parcel in Step 2 times the Maximum Annual Special Tax per Planned Residential Unit as established in

**Sections 4.A** and **4.B** above to derive the Maximum Annual Special Tax for the Taxable Parcel.

Update **Attachment 1** with the number of Unpaid Units and the Maximum Annual Special Tax for the Taxable Parcel.

## **5. Assignment of the Maximum Annual Special Tax**

- A. Classification of Parcels. By June 30 of each Fiscal Year, using the Definitions in **Section 2**, above, the parcel records of the Assessor's Secured Tax Roll as of January 1, and other City records, the Administrator shall cause each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
- B. Assignment of the Maximum Annual Special Tax to Taxable Parcels. Using the provisions of **Section 4**, determine the Maximum Special Tax Revenue for all Taxable Parcels by assigning the Maximum Annual Special Tax to each Taxable Parcel.

## **6. Calculating Annual Special Tax Levy**

Beginning in the Tax Levy Base Year and each Fiscal Year thereafter, the Administrator will compute the Annual Costs and determine the Maximum Annual Special Tax for each Taxable Parcel based on the assignment of the Special Tax in **Section 5**. The Administrator then will determine the tax levy for each Taxable Parcel using the following process.

### **Compute Special Tax Levy**

- A. Compute the Annual Costs using the definition in **Section 2**.
- B. Calculate the Special Tax levy for each Taxable Parcel by the following steps:
  - Step 1: Compute 100 percent of the Maximum Annual Special Tax Revenue for all Taxable Parcels.
  - Step 2: Compare the Annual Costs with the amount calculated in the previous step.
  - Step 3: If the Annual Costs are lower than the amount calculated in **Step 1**, decrease proportionately the Special Tax levy for each Taxable Parcel until the revenue from the Special Tax levy equals the Annual Costs.
- C. Levy on each Taxable Parcel the amount of Special Tax calculated above.

### **Prepare the Tax Collection Schedule**

Prepare the Tax Collection Schedule for the Special Tax levy and, unless an alternative method of collection has been selected pursuant to **Section 8**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will not be sent later than the date required by the Auditor for such inclusion.

## 7. Prepayment of the Special Tax Obligation

A property owner may permanently satisfy the Special Tax Obligation on a Parcel by Prepayment as permitted under Government Code Section 53344. Prepayment is permitted only under the following conditions:

- The City determines that the Prepayment of the Special Tax does not jeopardize its ability to make timely payments of Debt Service on outstanding Bonds.
- The landowner prepaying the Special Tax on a Parcel has paid any delinquent Special Tax and penalties on that Parcel before Prepayment.

If CFD Bonds have **NOT** been issued, the Prepayment amount shall be established by following the steps below.

- Step 1: Determine the Maximum Annual Special Tax for the Taxable Parcel for which the Special Tax is to be prepaid using the provisions of **Section 4.A** and **4.B**.
- Step 2: Determine if the Maximum Annual Special Tax has been levied in previous Fiscal Years. Determine the number of Fiscal Years in which the Maximum Annual Special Tax has been levied.
- Step 3: Subtract the number of Fiscal Years determined in *Step 2* from 5.
- Step 4: Multiply the Maximum Annual Special Tax times the number of Fiscal Years calculated in *Step 3*. This is the amount of the Prepayment that must be collected to fully satisfy the Special Tax Obligation for the Taxable Parcel.

If CFD Bonds have been issued, the Prepayment amount shall be established by following the steps below.

- Step 1 Determine the Maximum Annual Special Tax for the prepaying Parcel by following the procedures in **Section 5**.
- Step 2 Divide the Maximum Annual Special Tax from *Step 1* by the Maximum Annual Special Tax Revenue to derive the Benefit Share.
- Step 3 Determine the Bond Share for the Parcel by multiplying the Benefit Share from *Step 2* by the Outstanding Bonds. For the purpose of the calculation, reduce the Outstanding Bond balance by the amount of the principal payment for which Special Taxes have been levied but not collected.
- Step 4 Determine the Reserve Fund Share associated with the Bond Share determined in *Step 3* and reduce the Bond Share by the amount of the Reserve Fund Share. The Reserve Fund Share is calculated using the Reserve Fund Requirement on all Outstanding Bonds or the actual Reserve Fund, whichever is less, multiplied by the Benefit Share.
- Step 5 Determine the Prepayment amount by adding to the revised Bond Share amount calculated in *Step 4* any fees, call premiums, and expenses incurred by the City in connection with the Prepayment calculation or the application of the proceeds of

the Prepayment to the call of Bonds. If Special Taxes have already been levied, but not collected, at the time the Prepayment is calculated, the owner of the Parcel must pay the Special Taxes included on the property tax bill in addition to the Prepayment amount.

## **8. Interpretation, Application, and Appeal of Special Tax Formula and Procedures**

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Administrator appealing the levy of the Special Tax. The Administrator will then promptly review the appeal and, if necessary, meet with the applicant. If the Administrator verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit on a subsequent annual tax levy or a refund will be granted.

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the Administrator may make minor, non-substantive administrative and technical changes to the provisions of this Exhibit that do not materially affect the RMA for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The Administrator will make every effort to correctly calculate the Special Tax for each Parcel. It will be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the tax and their Special Tax assignments.

## **9. Manner of Collection**

The Special Taxes will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, that the Administrator or its designee may directly bill the Special Taxes and may collect the Special Taxes at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

# DRAFT

**Attachment 1  
Community Facilities District No. 2013-1 (Piper Montague)  
Maximum Annual Special Tax for Taxable Parcels**

---

<b>Original Parcel</b>	<b>Developer</b>	<b>Planned Residential Units</b>	<b>Maximum Annual Special Tax per Planned Unit</b>	<b>Maximum Annual Special Tax per Original Parcel</b>
086-32-044	Citation	732	\$974	\$712,968
086-32-046 086-32-039 086-32-045 086-32-048 086-32-047	Milpitas Station	303	\$1,377	\$417,231
086-32-042 086-32-043	Barry Swenson	400	\$1,211	\$484,400
<b>Totals</b>		<b>1,435</b>		<b>\$1,614,599</b>

---

"att1"

## **EXHIBIT B**

### **LIST OF AUTHORIZED FACILITIES**

Authorized facilities are Shared Infrastructure Improvements and Storm Water Facilities, as identified in the Cost Sharing and Reimbursement Agreement entered in to by the City and property owners dated September 10, 2009 (Recorded as Document No. 20427520).

#### **Other Expenses of the CFD**

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluation and environmental remediation); engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the public facilities; costs of project/construction management; costs (including the costs of legal services) associated with the creation of the Mello-Roos CFD; issuance of bonds; determination of the amount of taxes, collection of taxes; payment of taxes; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; and any other expenses incidental to the formation and implementation of the CFD and to the construction, completion, inspection and acquisition of the authorized facilities.

**EXHIBIT C**

**FORM OF NOTICE OF PUBLIC HEARING ON PROPOSED ESTABLISHMENT OF A  
COMMUNITY FACILITIES DISTRICT AND ISSUANCE OF DEBT**

**CITY OF MILPITAS  
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (PIPER MONTAGUE)**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Milpitas on \_\_\_\_\_, 2013, adopted its Resolution No. \_\_\_\_\_, in which it declared its intention to establish a community facilities district and to levy a special tax to pay for certain public facilities and declared the necessity to incur a bonded indebtedness in the amount of \$\_\_\_\_\_ to finance all or a portion of the proposed facilities, all pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the boundaries of the proposed district, the facilities proposed to be financed, and the rate, method of apportionment, and manner of collection of the proposed special tax. The City proposes to tax all interests in property that may be taxed under the Act. Any bonds issued would be secured by the special taxes to be levied in the proposed community facilities district. For further details, the resolution is available in the office of the City Clerk at City Hall, 455 East Calaveras Blvd., Milpitas, California.

**NOTICE IS HEREBY FURTHER GIVEN** that the City Council has fixed [weekday], \_\_\_\_\_, 2013, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, at City Hall Council Chambers, 455 East Calaveras Blvd., Milpitas, California, as the time and place when and where the City Council will hold a public hearing to consider the establishment of the district and the issuance of debt. At the hearing, the testimony of all interested persons, including all persons owning property in the area, or taxpayers for or against the establishment of the district, the extent of the district, the furnishing of the specified public facilities, the levy of the special tax, and the debt issue, will be heard.

If six registered voters residing within the proposed district or the owners of one-half or more of the area of land in the territory included in the district and not exempt from the special tax file written protests against the establishment of the district, and the protests are not withdrawn so as to reduce the value of the protests to less than a majority, the creation of the district and the tax levy shall not be considered for a period of one year from the date of the decision of the City Council after the hearing. If the majority protests of the registered voters or landowners are only against a specific type of facility or a specified tax, then that type of facility or tax shall be precluded.

**NOTICE IS HEREBY FURTHER GIVEN** that if, at the conclusion of the public hearing, the City Council determines to establish the district, the City Council will order an election to be held by the landowners of the district by mailed ballot, with each landowner having one vote for each acre or portion of an acre of land that such landowner owns within the proposed district, on the questions of levying the special tax, incurring debt, and establishing an appropriations limit.

DATED: \_\_\_\_\_, 2013

/s/ Mary Lavelle

City Clerk, City of Milpitas



# MILPITAS STATION OFF-SITE IMPROVEMENTS

## TRACT NO. 10037 MILPITAS, CALIFORNIA

\*THE FOLLOWING ENTITIES SHALL BE RESPONSIBLE FOR INSPECTION AND MAINTENANCE/OWNERSHIP OF THE LISTED FACILITIES:

FACILITIES	OWNERSHIP/OPERATION/MAINTENANCE	PLAN CHECK BY	INSPECTION BY	PERMIT ISSUE BY
PUBLIC WATER SYSTEM	CITY OF MILPITAS	ENGINEERING	ENGINEERING	ENGINEERING
GRADING		ENGINEERING	ENGINEERING	BUILDING

### SOILS REPORT

STEVENS, FERRONE & BAILEY  
ENGINEERING COMPANY, INC.  
1600 WILLOW PASS COURT  
CONCORD, CALIFORNIA 94520  
KENNETH FERRONE, PE, GE, CEG  
(925) 688-1001

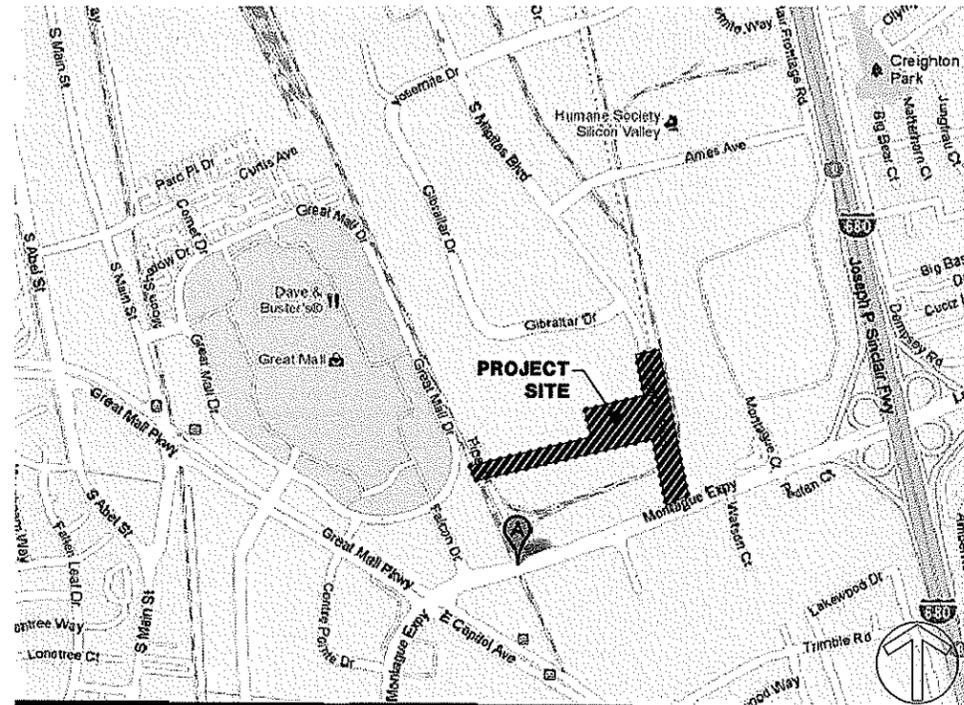
REPORT:  
GEOTECHNICAL FEASIBILITY INVESTIGATION  
MILPITAS STATION RESIDENTIAL DEVELOPMENT  
MILPITAS, CALIFORNIA  
SFB PROJECT No.437-1  
AUGUST 8, 2008

RMA GROUP  
8296 SAN IGNACIO AVENUE, STE. A  
SAN JOSE, CALIFORNIA 95119  
GEORGE MAKDISSY, PE  
(408) 362-4920

REPORT:  
GEOTECHNICAL INVESTIGATION FOR  
MILPITAS STATION RESIDENTIAL DEVELOPMENT  
SOUTH MILPITAS BOULEVARD  
MILPITAS, CALIFORNIA  
PROJECT No.11-011-0  
DECEMBER 20, 2011

### CITY OF MILPITAS STD DRAWINGS (CMSD)

202 LOCATION OF IMPROVEMENTS	702 CONNECTION TO EXISTING SANITARY MAIN
220 TRENCH CONSTRUCTION	704 LOCATION OF THRUST BLOCKS
222 PAVEMENT RESTORATION	706 CAPPED END ASSEMBLY
230 SANITARY & STORM MANHOLE	708 WET TAPS
410 CURB & GUTTER	723 1" WATER SERVICE
419 CURB RAMP	724 1 1/2" WATER SERVICE
427 RESIDENTIAL SIDEWALK	726 2" WATER SERVICE
439 STREET NAME SIGN	730 DETECTOR CHECK VALVE INSTALLATION FOR ON-SITE FIRE SERVICE
442 STREET LIGHTING STANDARD	734 REDUCED PRESSURE PRINCIPAL BACKFLOW PREVENTER
443 SIGNING AND STRIPING	739 COMBINATION 1" OR 2" BLOWOFF AND AIR & VACUUM RELEASE VALVE
446 STREET SURVEY MONUMENT	742 FIRE HYDRANT ASSEMBLY (TYPE A & B)
448 STREET TREE PLANTING	750 ELECTROLYSIS STATION
462 CURB STORM DRAIN INLET	752 TRACE WIRE
464 FLAT GRATE STORM INLET	
602 STANDARD FLUSHING INLET	
620 SANITARY SEWER LATERAL (RESIDENTIAL)	
622 CONNECTION TO EXISTING SANITARY MAIN	



VICINITY MAP  
NOT TO SCALE

### ENGINEER'S STATEMENT

PROJECT NAME: MILPITAS STATION OFF-SITE IMPROVEMENTS  
PROJECT NUMBER: 10037

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THESE PLANS HAVE BEEN DESIGNED IN CONFORMANCE WITH CITY OF MILPITAS DESIGN STANDARDS, ALL CURRENT LAWS, TITLES, AND ORDINANCES FOR GRADING AND DRAINAGE ISSUES. TO THE BEST OF MY KNOWLEDGE, THE DESIGN PROVIDES FOR 100-YEAR FLOOD PROTECTION OF THE SUBJECT PROPERTY AND DOES NOT ADVERSELY IMPACT ADJACENT PROPERTY THROUGH ALTERATION OF SURFACE DRAINAGE, AND THAT THE CITY OF MILPITAS PERFORMS A CONCEPTUAL PLAN REVIEW ONLY, AND ASSUMES NO RESPONSIBILITY FOR THE DESIGN.

James T. McCurdy, P.E. RCE# C64850, EXP. 06/30/2013

### CIVIL SHEET INDEX

- TITLE SHEET
- GENERAL NOTES
- BLUEPRINT FOR A CLEAN BAY
- OVERALL KEY MAP
- DEVELOPMENT PHASING PLAN
- GARDEN STREET DEMOLITION PLAN (9+00.00 TO 18+10.00)
- GARDEN STREET DEMOLITION PLAN (18+10.00 TO 25+60.43)
- GARDEN STREET GRADING PLAN
- GARDEN STREET PLAN & PROFILE (9+00.00 TO 13+75.00)
- GARDEN STREET PLAN & PROFILE (13+75.00 TO 18+50.00)
- GARDEN STREET PLAN & PROFILE (18+50.00 TO 23+70.00)
- GARDEN STREET PLAN & PROFILE (23+70.00 TO 25+60.43)
- GARDEN STREET SIGNAGE & STRIPING (19+50.00 TO 25+60.43)
- GARDEN STREET CROSS SECTIONS
- MERRY LOOP DEMOLITION PLAN
- MERRY LOOP GRADING PLAN
- MERRY LOOP PLAN & PROFILE
- MERRY LOOP SIGNAGE & STRIPING PLAN
- MERRY LOOP CROSS SECTIONS
- MILPITAS BLVD DEMOLITION PLAN (10+00.00 TO 19+90.00)
- MILPITAS BLVD DEMOLITION PLAN (19+90.00 TO 27+90.00)
- MILPITAS BLVD GRADING PLAN (11+00.00 TO 21+97.00)
- MILPITAS BLVD GRADING PLAN (21+97.00 TO 25+50.00)
- MILPITAS BLVD PLAN & PROFILE (10+00.00 TO 15+11.69)
- MILPITAS BLVD PLAN & PROFILE (15+11.69 TO 20+00.00)
- MILPITAS BLVD PLAN & PROFILE (20+00.00 TO 24+54.41)
- MILPITAS BLVD PLAN & PROFILE (24+54.41 TO 27+85.88)
- MILPITAS BLVD STRIPING PLAN
- MILPITAS BLVD STRIPING PLAN
- MILPITAS BLVD CROSS SECTIONS
- LOT 1 DEMOLITION PLAN
- LOT 1 ROUGH GRADING PLAN
- LOT 2 DEMOLITION PLAN
- LOT 2 FRONTAGE IMPROVEMENTS
- EROSION CONTROL PLAN
- EROSION CONTROL PLAN
- DETAILS

### DEFERRED SUBMITTALS:

- SIGNAL AT STREET A-MILPITAS BLVD INTERSECTION

### SUB-DIVIDER/OWNER:

PAT BROWN  
MILPITAS STATION (SAN JOSE) VENTURE, L.L.P.  
4060 CAMPUS DRIVE, SUITE 100  
NEWPORT BEACH, CA 92660  
(949) 553-0627

## NOT FOR CONSTRUCTION

### PUBLIC WORKS

A PUBLIC WORKS ENCROACHMENT PERMIT IS REQUIRED FOR ANY WORK WITHIN THE CITY OF MILPITAS RIGHT-OF-WAY OR PUBLIC SERVICE UTILITIES EASEMENT.

### TRAFFIC REPORT

HEXAGON TRANSPORTATION CONSULTANTS, INC.  
40 SOUTH MARKET STREET  
SUITE 600, SAN JOSE, CA 95113  
BRETT WALINSKI, PE.  
(408) 971-6100

REPORT:  
TRAFFIC OPERATIONS ANALYSIS FOR A  
RESIDENTIAL DEVELOPMENT PROJECT IN  
THE PIPER-MONTAGUE SUBDISTRICT OF  
THE MILPITAS TRANSIT AREA SPECIFIC PLAN  
SEPTEMBER 22, 2008

Call Two Working Days  
Before You Dig!



**Dig Safely.**  
1-800-227-2600

TITLE SHEET

<p>CIVIL ENGINEER: I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 4700 OF THE BUSINESS AND PROFESSIONS CODES, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. THE DESIGN SHOWN HEREON IS NECESSARY AND REASONABLE AND DOES NOT RESTRICT ANY HISTORIC DRAINAGE FLOWS FROM ADJACENT PROPERTIES NOR INCREASE DRAINAGE TO ADJACENT PROPERTIES. THE DESIGN INCLUDES PRINCIPLES AND TECHNIQUES TO REDUCE QUANTITY AND IMPROVE THE QUALITY OF STORM WATER RUNOFF, AS REQUIRED BY APDES. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF MILPITAS IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.</p> <p>SIGNATURE _____ P.E. FIRM: BKF ENGINEERS ADDRESS: 980 9TH STREET, SUITE 1170, SACRAMENTO, CA 95814 TELEPHONE: (916) 556-5800 PH/(916) 556-5899 FAX</p>		<p>DATE: 11/7/2012 SCALE: AS SHOWN DESIGN: JTM/RS/SH DRAWN: RS/SH APPROVED: JTM JOB NO. 20068010-31</p>	<p>SOILS ENGINEER: THESE PLANS HAVE BEEN REVIEWED AND FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE INTENT AND PURPOSE OF THE GEOTECHNICAL EXPLORATION REPORT DATED _____ PREPARED BY _____ (NAME) _____ DATE _____ FIRM: _____ ADDRESS: _____ TELEPHONE: _____</p>	<p>RECORD DRAWINGS TO BE COMPLETED PRIOR TO ACCEPTANCE OF WORK BY THE CITY</p> <p>SIGNATURE &amp; SEAL _____ DATE _____ P.E. NO. _____ EXP. _____ PUBLIC WORKS INSPECTOR _____</p>	<table border="1"> <thead> <tr> <th>Num.</th> <th>Date</th> <th>By</th> <th>Description</th> <th>City Engr. Aprv.</th> <th>Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Num.	Date	By	Description	City Engr. Aprv.	Date																															<p>CITY OF MILPITAS ENGINEERING DIVISION</p> <p>APPROVED FOR PUBLIC IMPROVEMENT AS SHOWN ON PLANS: _____ CITY ENGINEER DATE _____ ANY CHANGES TO PUBLIC IMPROVEMENTS SHALL BE APPROVED BY THE CITY ENGINEER RECOMMENDED FOR APPROVAL: _____ FIRE DEPT. DATE: _____ ENGINEERING DATE: _____</p> <p>Project No. 3216 Drawing No. 2-1164 E.P. No. _____ Sheet 1 of 37</p>
		Num.	Date	By	Description	City Engr. Aprv.	Date																																			
<p>DATE: 11/7/2012 SCALE: AS SHOWN DESIGN: JTM/RS/SH DRAWN: RS/SH APPROVED: JTM JOB NO. 20068010-31</p>																																										

**TRACT 10060**  
 FOR CONDOMINIUM PURPOSES  
**WAUKESHA PROPERTY**  
 BEING A SUBDIVISION OF PARCEL 1 OF DOCUMENT NO. 21922654 OF  
 OFFICIAL RECORDS, SANTA CLARA COUNTY RECORDS  
 CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA  
**CARLSON, BARBEE AND GIBSON, INC.**  
 ENGINEERS SURVEYORS PLANNERS  
 SAN RAMON, CALIFORNIA  
 JUNE 2013

**OWNER'S STATEMENT**

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE.

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

- GARDEN STREET AND MERRY LOOP

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

- EASEMENTS "A" FOR PUBLIC SERVICE AND UTILITY EASEMENT PURPOSES (PSUE).
- EASEMENTS "B" FOR EMERGENCY VEHICLE ACCESS PURPOSES (EVAE).

THE ABOVE MENTIONED EASEMENTS (PSUE & EVAE) SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES, IRRIGATION SYSTEMS AND THEIR APPURTENANCES AND LAWFUL FENCES. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

WE ALSO HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THIS SUBDIVISION, THEIR LICENSES, VISITORS, AND TENANTS WITH MAINTENANCE THEREOF BY THEIR LOT OWNERS IN ACCORDANCE WITH THE SUBDIVISION RESTRICTIONS GOVERNING THIS SUBDIVISION THE FOLLOWING:

- LOTS 'C' AND 'D' FOR PRIVATE STREET PURPOSES. PRIVATE STREET IS TO BE KNOWN AS AMALFI LOOP.

THE DESIGNATED PRIVATE STREETS ON THIS MAP ARE NOT PART OF THE CITY OF MILPITAS STREET SYSTEM AND ARE NOT ACCEPTED FOR PUBLIC MAINTENANCE.

PARCELS 1 AND 3 ARE FOR CONDOMINIUM PURPOSES (545 UNITS).

PARCEL 2 TO BE RETAINED BY OWNER FOR FUTURE SUBDIVISION.

LOT J TO BE RETAINED BY THE OWNER AND DEDICATED TO THE CITY OF MILPITAS FOR PARK PURPOSES BY SEPARATE INSTRUMENT.

LOTS A, E, F, G, H, & K ARE TO BE RETAINED BY OWNER.

OWNER:  
SCS DEVELOPMENT CO. A CALIFORNIA CORPORATION

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT CERTIFICATE (OWNER'S)**

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**SURVEYOR'S STATEMENT**

I, CHRISTOPHER S. HARMISON, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION IN JUNE 2011, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SCS DEVELOPMENT CO., IN MARCH 2008, AND IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP COMPLIES WITH FINAL MAP PROCEDURES OF THE CITY OF MILPITAS AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FULFILLED PRIOR TO THE FILING OF THE FINAL MAP, AND IT IS TECHNICALLY CORRECT. I HEREBY STATE THAT THE MONUMENTS WILL OCCUPY THE POSITIONS INDICATED BY DECEMBER 2014, AND ARE OF THE CHARACTER INDICATED, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: \_\_\_\_\_

CHRISTOPHER S. HARMISON  
L.S. NO. 7176



**RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ IN BOOK OF MAPS \_\_\_\_\_, AT PAGES \_\_\_\_\_, SERIES NUMBERS \_\_\_\_\_ AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY.

FEE \_\_\_\_\_

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER

BY: \_\_\_\_\_  
DEPUTY

**TRACT 10061**  
 FOR CONDOMINIUM PURPOSES  
**MONTAGUE VILLAGE TOWNHOMES**  
 BEING A SUBDIVISION OF PARCEL 2 OF TRACT 10060, MAPS \_\_\_\_\_,  
 SANTA CLARA COUNTY RECORDS

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA  
**CARLSON, BARBEE AND GIBSON, INC.**  
 ENGINEERS SURVEYORS PLANNERS  
 SAN RAMON, CALIFORNIA  
 JUNE 2013

**OWNER'S STATEMENT**

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE.

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

1. EASEMENTS 'A' OVER PARCELS A, B, C, D AND E FOR PUBLIC SERVICE AND UTILITY EASEMENT PURPOSES (PSUE).
2. EASEMENTS 'B' OVER PARCELS A, B, C, D AND E FOR EMERGENCY VEHICLE ACCESS PURPOSES (EVAE).

THE ABOVE MENTIONED EASEMENTS (PSUE & EVAE) SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES, IRRIGATION SYSTEMS AND THEIR APPURTENANCES AND LAWFUL FENCES. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

WE ALSO HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THIS SUBDIVISION, THEIR LICENSES, VISITORS, AND TENANTS WITH MAINTENANCE THEREOF BY THEIR LOT OWNERS IN ACCORDANCE WITH THE SUBDIVISION RESTRICTIONS GOVERNING THIS SUBDIVISION THE FOLLOWING:

1. PARCELS A, B, C, D AND E FOR PRIVATE STREET PURPOSES. PRIVATE STREETS TO BE KNOWN AS SEVILLE WAY AND BARCELONA LOOP.

THE DESIGNATED PRIVATE STREETS ON THIS MAP ARE NOT PART OF THE CITY OF MILPITAS STREET SYSTEM AND ARE NOT ACCEPTED FOR PUBLIC MAINTENANCE.

LOTS 1 THROUGH 10 ARE FOR CONDOMINIUM PURPOSES (94 UNITS).

OWNER:  
 SCS DEVELOPMENT CO., A CALIFORNIA CORPORATION

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT CERTIFICATE (OWNER'S)**

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, 2013, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**SURVEYOR'S STATEMENT**

I, CHRISTOPHER S. HARMISON, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION IN OCTOBER 2012, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SCS DEVELOPMENT CO, IN OCTOBER 2012, AND IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP COMPLIES WITH FINAL MAP PROCEDURES OF THE CITY OF MILPITAS AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FULFILLED PRIOR TO THE FILING OF THE FINAL MAP, AND IT IS TECHNICALLY CORRECT. I HEREBY STATE THAT THE MONUMENTS WILL OCCUPY THE POSITIONS INDICATED BY DECEMBER 31, 2015, AND ARE OF THE CHARACTER INDICATED, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: \_\_\_\_\_

CHRISTOPHER S. HARMISON  
 L.S. NO. 7176



**RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT \_\_\_\_\_, IN BOOK OF MAPS \_\_\_\_\_, AT PAGES \_\_\_\_\_, SERIES NUMBERS \_\_\_\_\_ AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY.

FEE \_\_\_\_\_

REGINA ALCOMENDRAS  
 SANTA CLARA COUNTY RECORDER

BY: \_\_\_\_\_  
 DEPUTY

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING INITIAL ACCEPTANCE AND REDUCING PERFORMANCE BOND FOR 76 GAS STATION PROJECT LOCATED AT 190 WEST CALAVERAS BOULEVARD, PROJECT NO. 2555**

**WHEREAS**, the City Council approved an improvement agreement on August 7, 2012, between the City of Milpitas, a municipal corporation of the State of California, and GAWFCO Enterprises, Inc., a California Corporation (“Developer”) for redevelopment of 76 Gas Station located at 190 W. Calaveras Boulevard, Project No. 2555; and

**WHEREAS**, Developer, as Principal, and Bank of Guam, as Surety, executed certain Letters of Credit Nos. 01-SB-0810(SF) and 01-SB-0811(SF) conditioned upon the faithful performance of the provisions of the improvement agreement and upon the faithful performance of all improvement work required thereunder; and

**WHEREAS**, the City Engineer of the City of Milpitas has recommended initial acceptance of the improvements as completed in accordance with the approved plans and specifications, and in accordance with the inspection of the City Engineer.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City of Milpitas does hereby accept the public improvements installed as part of the redevelopment of the 76 Gas Station located at 190 W. Calaveras Boulevard, Project No. 2555, as constructed in accordance with the approved plans and specifications upon recommendation of the City Engineer of the City of Milpitas. The penal sum of the faithful performance letters of credit securing the improvements may be reduced to the sum of \$12,500, upon request of Principal and Surety, with the penal sum as reduced to apply from the date of completion and acceptance of the improvements and to extend for the balance of the term of the bond, provided that the term shall not be less than one year. Nothing herein contained shall in any way be deemed to be a waiver, release or relinquish by City of any obligations imposed upon the Developer or its surety or sureties, by law or by the above-referenced subdivision improvement agreement, save and except as expressly set forth herein.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Mary Lavelle, City Clerk

\_\_\_\_\_  
Jose S. Esteves, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS  
AMENDING RESOLUTION NO. 5981, AS AMENDED, TO ELIMINATE THE  
REQUIREMENT OF THE PAYMENT OF PREVAILING WAGE FOR JANITORIAL AND  
CUSTODIAL SERVICE CONTRACTS, REJECT ALL BIDS FOR REQUEST FOR  
PROPOSAL NO. 2048 FOR CITYWIDE JANITORIAL SERVICE, AND APPROVE  
AMENDMENT NO. 6 TO THE CONTRACT WITH UNIVERSAL BUILDING SERVICE TO  
EXTEND THE CONTRACT FROM OCTOBER 1, 2013 TO DECEMBER 31, 2013 IN THE  
NOT-TO-EXCEED AMOUNT OF \$120,008 FOR JANITORIAL AND  
CUSTODIAL SERVICES**

**WHEREAS**, on August 27, 2013, the City of Milpitas issued Request for Proposal (“RFP”) No. 2048 for Citywide janitorial services and received only one proposal from Universal Building Services, the current service provider; and

**WHEREAS**, the proposed one year contract from Universal Building Services is for \$683,412 per year, which is 42% more than the current annualized contract price of \$480,035.04 and is much more than the amount budgeted in the Public Works Department for this service; and

**WHEREAS**, on July 16, 1991, the City Council adopted Resolution No. 5981, which was later amended by Resolution No. 8177/HA6 on May 8, 2012, regarding payment of prevailing wage under contracts for designated City projects and services; and

**WHEREAS**, Resolution No. 5981, as amended, contains a provision requiring the payment of prevailing wage for contracted maintenance of City owned buildings, structures, and ground facilities where the contract amount exceeds \$1,000, which provision specifically includes contracts for janitorial and custodial services; and

**WHEREAS**, California State law explicitly exempts janitorial and custodial services from the requirement of payment of prevailing wage; and

**WHEREAS**, the inclusion of janitorial and custodial services in the subject prevailing wage provision of City Council Resolution No. 5981, as amended, creates an increased and unnecessary monetary expense to the City of Milpitas when contracting with janitorial and/or custodial service companies; and

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. Resolution No. 5981, as amended, is hereby further amended by revision of the last sentence of Section I, 1.C, to now read: “Janitorial and custodial service is specifically excluded in accordance with State law.” A copy of Resolution No. 5981, as amended by Resolution No. 8177/HA 6 and with the current revision to the last sentence of Section I, 1.C, is attached hereto as Exhibit A.

3. Staff is authorize to reject all bids for Request For Proposal No. 2048 for Citywide Janitorial Service and to re-bid without the requirement to pay prevailing wage.
4. Amendment No. 6 to the contract with Universal Building Service to extend the contract from October 1, 2013 to December 31, 2013 in the not-to-exceed amount of \$120,008 for janitorial and custodial services is hereby approved, a copy of which is attached hereto as Exhibit B.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Mary Lavelle, City Clerk

\_\_\_\_\_  
Jose S. Esteves, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MILPITAS PROVIDING FOR PAYMENT OF PREVAILING WAGES  
UNDER CONTRACTS FOR DESIGNATED CITY PROJECTS AND SERVICES

WHEREAS, the City of Milpitas, pursuant to California Labor Code §1771, requires that all workers on contracts for public works projects in excess of \$1,000 shall receive not less than prevailing wage; and

WHEREAS, in the interest of equity, the City Council of the City of Milpitas proposes that its contracts for designated City projects and services also contain a provision that the prevailing wage be paid for such services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Milpitas:

Section I. Prevailing Wage Policy of the City of Milpitas

1. It is the Policy of the City of Milpitas that in any contract hereinafter entered into under the circumstances set forth below shall provide that not less than the general prevailing wage of per diem wages (wages and benefits) as defined in the California Labor Code shall be required to be paid:
  - A. City public works construction projects in excess of \$1,000.00 funded in whole or in part by City funds, where work is performed pursuant to any public works construction contract to which the City is a party.
  - B. Direct services which are provided under contract to the City covering routine and recurring or usual functions necessary for city operation.
  - C. City maintenance projects of a routine, recurring or usual nature for the preservation, protection and keeping of City owned buildings, structures and ground facilities, where work is performed pursuant to contracts to which the City is a party and which exceed the contractual amount of \$1,000.00. Janitorial and custodial service is specifically ~~included~~ excluded in accordance with State law.
  - D. The requirements of this Policy shall not apply to the sale of goods or the following contracts to which the City is a party: Contracts for professional services, including but not limited to, consultant services, construction inspection services, engineering services,

architectural services, land surveying services, legal services, financial services, accounting or auditing services, data processing services, administrative services, instructional services, personnel services, and services provided by other public entities.

**Section II. Application of Policy**

- A. This requirement shall apply to the employees of an employer including the general contractor, subcontractor or other contractor engaged by the general contractor in construction, alteration, demolition or repair work for construction projects designated in Section I above.
- B. The City Council reserves its right to require the payment of prevailing wages on any city project or service provided to the City not expressly designated in this Policy.
- C. This Policy is not intended to create any power or duty in conflict with state or federal law or to diminish any rights or obligations established by state or federal law.
- D. This Policy shall not confer upon the City any power not otherwise provided by law, to determine the legality of any collective bargaining agreement.
- E. This Policy is not intended to impose upon the City or its officers and employees, an obligation for breach of which the City or its officers and employees is liable in money damages to any person or entity who claims that such breach proximately caused injury.

**Section III. Implementation of Policy**

- A. This policy shall be implemented through the City's authority to contract with parties affected by adoption of this Resolution.
- B. Prevailing rates for employees covered by this policy shall be those of the existing labor agreement covering the affected employees of the current contractor providing services to the City. In the event no labor agreement is currently in effect, the authorization source of this Policy shall be those rates as established or published by the State Department of Industrial Relations, Division of Labor Statistics and Research.
- C. Contracts or agreements entered into by the City for the projects or services specified in Section I above shall include provisions relating to records, apprentices, notices and enforcement in accordance with the requirements of the California Labor Code.

- D. The requirements of this Policy shall be included in any requests for proposals, requests for qualifications or specifications for a project or service specified in Section I above. Where no request for proposal, request for qualifications or specifications are issued, potential contracting parties shall be notified of the prevailing wage rate at the first appropriate time but under no circumstances later than execution of a contract of agreement.

**Section IV. Enforcement**

- A. Nothing in this Resolution and Policy shall preclude enforcement by the State Department of Industrial Relations in the projects or services specified in Section I above.
- B. Every City contract or agreement to which this Policy applies shall contain provisions whereby the contracting party with the City may be deemed to be in breach of contract for failure to comply with the contractual requirements to pay prevailing wages in accordance with this Resolution. Such provisions shall also authorize the City to take all appropriate action including rescission of the contract or agreement, or to seek judicial relief for damages.
- C. In imposing on its contracting parties this Policy's requirements to pay prevailing rates, the City is not assuming, nor imposing on its officers and employees, an obligation for breach of which the City or its officers and employees is liable in money damages to any person who claims that such breach proximately caused injury.
- D. ~~In instances where a contracting out proposal is being considered for work currently performed by City employees, the rate of pay for contracted services must be greater or equal to the current rate of pay and benefits. Advance notice of 120 days must be given to the collective bargaining agent with a call for public hearings on the issue. This advance notice is subject to a meet and confer process with the City's represented employees.~~

**Section V. Applicability**

- A. This Policy shall be applicable for all contracts and agreements for which requests for proposals, requests for qualifications or specifications contain the requirements of this Policy.
- B. All requests for proposals, requests for qualifications or specifications issued after the adoption of this ordinance shall contain the requirements of this Policy.

- C. This Policy is immediately effective for all contracts, and agreements executed by a party after adoption of this Resolution and for which no request for proposal, request for qualifications or specifications are issued.

Section VI. Changes to Policy

~~The City Council shall hold a public hearing on any amendment to this Resolution. Notice of said hearing shall be given at least ten days prior to the hearing in accordance with Section 6061 of the Government Code.~~

PASSED AND ADOPTED this 16th day of July, 1991 by the following vote:

Ayes:	(5)	Mayor McHugh and Councilmembers Lawson, Lee, Hamer and Skyrud
Noes:	(0)	None
Absent:	(0)	None
Abstain:	(0)	None

Approved:

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk



Universal Building Services, Inc.  
Amendment #6

**AMENDMENT NO. 6 TO THE AGREEMENT**  
**WITH**  
**UNIVERSAL BUILDING SERVICES AND SUPPLY COMPANY**  
**FOR**  
**CITY BUILDING JANITORIAL SERVICES**

This Amendment is entered into this 18<sup>th</sup> day of September, 2013, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **Universal Building Services and Supply Company**, a California corporation, (hereafter referred to as "CONTRACTOR").

**RECITALS**

- A. WHEREAS, the parties entered into an agreement entitled "Janitorial Service on September 22, 2010" ("Agreement"). This is a three (3) year agreement with two (2) one (1) year options. The total first year contract amount was One Hundred Seventy-Three Thousand Eight Hundred and Eight dollars (\$173,808.00); and
- B. WHEREAS, the parties entered into Amendment No. 1 to the Agreement on October 11, 2012 to provide a one time increase of Ten Thousand (\$10,000.00) as a contingency for unscheduled janitorial services for a total year one contract amount of One Hundred Eighty-Three Thousand Eight Hundred and Eight dollars (\$183,808); and
- C. WHEREAS, the parties entered into Amendment No. 2 to the Agreement on June 22, 2011 to align the contract dates with the City's fiscal year, change the contract to an annual contract with City's option for renewal, and prorate the first year to nine months for a reduced total of One Hundred Thirty-Seven Thousand Eight Hundred Fifty-Five dollars and Ninety-Nine cents (\$137,855.99); and
- D. WHEREAS, Amendment No. 2 also added Five Thousand dollars (\$5,000.00) per year for each of the remaining four years to cover incidental services and unscheduled events, and added Five Thousand Five Hundred Thirty-Two dollars (\$5,532.00) for each of the remaining four years to cover additional cleaning services at the Great Mall Police Substation II, and allowed a rate increase of Six Thousand Nine Hundred Sixty dollars (\$6,960.00) for each of the remaining four years for a new year two total of One Hundred Ninety-One Thousand Three Hundred dollars (\$191,300.00); and
- E. WHEREAS, the parties entered into Amendment No. 3 to the Agreement on July 1, 2012 for a second rate increase of Five Thousand Five Hundred Eighty-Nine dollars (\$5,589.00) for a new year three total of One Hundred Ninety-Six Thousand Eight Hundred Eighty-Nine dollars (\$196,889.00); and

- F. WHEREAS, the parties entered into Amendment No. 4 to the Agreement on February 5, 2013 to add six more City buildings in the amount of Ninety-Seven Thousand Nine Hundred Forty-Eight dollars (\$97,948.00) for the period March 1, 2013 to June 30, 2013 for a new year three total contract amount of Two Hundred Ninety-Four Thousand Eight Hundred Thirty-Seven dollars (\$294,837.00); and
- G. WHEREAS, the parties entered into Amendment No. 5 to the Agreement on April 16, 2013 to extend the cleaning services for the same six buildings in the amount of Seventy-Three Thousand Four Hundred Sixty-One dollars (\$73,461.00) for the period July 1, 2013 to September 21, 2013; and
- H. WHEREAS, the parties now desire to further amend the Agreement to extend the contract for the six additional buildings for approximately ninety (90) days from September 22, 2013 to December 31, 2013 for the amount of Seventy-Three Thousand Four Hundred Sixty-One dollars (\$73,461.00) and the five original buildings for six (6) months to December 31, 2013 for the amount of Ninety-Three Thousand Ninety-Five dollars and Fifty-Two cents (\$93,095.52), and contingency in the amount of Five Thousand Dollars, for a total contract amount of Two Hundred Forty Thousand Seventeen dollars and Fifty-Two cents (\$245,017.52) during the six month period from July 1, 2013 to December 31, 2013.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to further amend the Agreement as follows:

- 1. Notwithstanding any other provision of the amended Agreement, City agrees to pay Contractor for all services performed in accordance to the amended Agreement for the period of July 1, 2013 to December 31, 2013 in the amounts not-to-exceed as follows:

City Hall Complex	\$5,051.38
Sports & Teen Center	\$6,318.02
Main Fire Station	\$509.85
Police Substation	\$476.89
Library Garage	\$1,159.78
Community Center	\$5,823.00
Police Department	\$6,828.00
Public Works Department	\$3,645.00
Fire department Trailer	\$313.00
Jose Higuera Adobe	\$394.00
Senior Center	\$7,484.00
Sub Total	\$40,002.92 per month
Contingency	\$5,000.00
6 Month Total	\$245,017.52

- 2. CONTRACTOR agrees to continue to maintain and pay for all insurance policies as stated in "Exhibit C – Insurance Requirements General" throughout the term of the Agreement and shall provide the City with renewal certificate and endorsements of the insurance policy.

3. All other provisions of the amended Agreement not amended by this Amendment No. 6 shall remain in full force and effect.

This Amendment is executed as of the date written on Page 1.

APPROVED BY:

CITY OF MILPITAS

UNIVERSAL BUILDING SERVICES AND  
SUPPLY, COMPANY

\_\_\_\_\_  
Thomas C. Williams, City Manager

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

Approved As To Content:

Approved As To Form:

\_\_\_\_\_  
Steve Erickson, Project Manager

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE CITY MANAGER TO AWARD TO AND EXECUTE A CONSTRUCTION CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, MICHAEL DOVGAN, AN INDIVIDUAL, DBA “A PLUS PAINTING,” IN THE AMOUNT OF \$81,720 AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO NEGOTIATE AND EXECUTE CHANGE ORDER(S) IN THE CUMULATIVE AMOUNT NOT TO EXCEED \$12,000 FOR THE 2013 SOUNDWALL RENOVATION PROJECT NO. 4267**

**WHEREAS**, on August 6, 2013, the City Council approved the project plans and specifications and authorized the advertisement for construction bid proposals for 2013 Soundwall Renovation Project No. 4267, (“Project”), which consists of repair and painting of City-owned sound walls; and

**WHEREAS**, the Engineer’s Estimate for the base bid Project work was \$120,000; and

**WHEREAS**, the Project was advertised and six (6) sealed bid proposals were received and opened on August 26, 2013, which ranged from \$81,720 to \$216,710, and the lowest responsible base bid was submitted by Michael Dovgan, an individual, DBA “A Plus Painting,” in the amount of \$81,720; and

**WHEREAS**, no bid protest was filed with the City within five (5) days of the bid opening as set forth in the project plans and specifications; and

**WHEREAS**, sufficient funds to award the Project are available in the Project budget, staff recommends the City Council authorize the City Manager to award to and execute a construction contract with the lowest responsible bidder for the Project in conformity with State law; and

**WHEREAS**, due to the Project’s tight completion schedule and ability for staff to respond swiftly to unanticipated construction conditions in order to limit potential claims or risk to the City, staff recommends the City Council authorize the Director of Public Works to negotiate and execute change order(s) in an amount not to exceed the construction contingency established for this Project of \$12,000, which is approximately fifteen percent of the estimated construction cost.

**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 Manager is authorized to award to and execute a construction contract and related documents with the lowest responsible bidder, Michael Dovgan, an individual dba “A Plus Painting,” for the 2013 Soundwall Renovation Project No. 4267, in the amount of \$81,720.
3. The Director of Public Works is authorized to negotiate and execute change order(s) for the 2013 Soundwall Renovation Project No. 4267 in the cumulative contingency amount not to exceed \$12,000 for the Project.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Mary Lavelle, City Clerk

\_\_\_\_\_  
Jose S. Esteves, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney



**CITY OF MILPITAS**  
**ENGINEERING DIVISION**  
**BID SUMMARY**

**Project Name:** 2013 Soundwall Renovation Project No. 4267

**Project No. :**

**Bid Date:** August 26, 2013 @ 2:00 PM

<b>BASED BID</b>				<b>Engineer's Estimate</b>		<b>A Plus Painting</b>		<b>Affordable Painting Services Inc</b>		<b>JPA Designs</b>		<b>Ashron Construction &amp; Restoration, Inc.</b>		<b>Fix Painting Co.</b>		<b>Diana Prince Construction, Inc.</b>	
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Qty.</b>	<b>UNIT</b>	<b>Unit Cost</b>	<b>Extension</b>	<b>Unit Cost</b>	<b>Extension</b>	<b>Unit Cost</b>	<b>Extension</b>	<b>Unit Cost</b>	<b>Extension</b>	<b>Unit Cost</b>	<b>Extension</b>	<b>Unit Cost</b>	<b>Extension</b>	<b>Unit Cost</b>	<b>Extension</b>
1	Mobilization	1	LS	\$12,000.00	\$12,000.00	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$21,000.00	\$21,000.00
2	Water Pollution Control Work (SWPPP)	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00
3	Project Appearance, Existing Landscape, Trimming and Replacement	1	LS	\$20,000.00	\$20,000.00	\$8,000.00	\$8,000.00	\$9,000.00	\$9,000.00	\$24,777.00	\$24,777.00	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00	\$12,290.00	\$12,290.00
4	Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
5	Crack Repair	1	LS	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00	\$8,000.00	\$8,000.00	\$7,600.00	\$7,600.00	\$18,000.00	\$18,000.00	\$6,000.00	\$6,000.00	\$18,020.00	\$18,020.00
6	Coating System for Steel	1	LS	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$8,700.00	\$8,700.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
7	Painting	1	LS	\$35,000.00	\$35,000.00	\$22,720.00	\$22,720.00	\$45,000.00	\$45,000.00	\$43,700.00	\$43,700.00	\$63,000.00	\$63,000.00	\$100,990.00	\$100,990.00	\$145,400.00	\$145,400.00
<b>TOTAL</b>					\$120,000.00		\$81,720.00		\$82,000.00		\$92,277.00		\$129,000.00		\$146,990.00		\$216,710.00

**APPARENT LOW BIDDER**

**List of Sub-Contractors**

<b>Description</b>	<b>A Plus Painting</b>	<b>Affordable Painting Services Inc</b>	<b>JPA Designs</b>	<b>Ashron Construction &amp; Restoration, Inc.</b>	<b>Fix Painting Co.</b>	<b>Diana Prince Construction, Inc.</b>
Arborist				Trees 360 Degrees		
Crack Repairs	Silver Star Painting					

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE MAINTENANCE CONTRACT RENEWAL WITH THYSSENKRUPP ELEVATOR CORPORATION FROM JULY 1, 2013 TO JUNE 30, 2014 IN THE AMOUNT OF \$26,668.72 AND AUTHORIZING THE CITY MANAGER TO EXERCISE UP TO THREE (3) ANNUAL OPTIONS WITH ANNUAL FEE INCREASES NOT-TO-EXCEED 3.5% PER YEAR, SUBJECT TO APPROPRIATION OF FUNDS AND WITHOUT FURTHER CITY COUNCIL APPROVAL**

**WHEREAS**, the City of Milpitas (“City”) entered into a Platinum Maintenance Agreement with ThyssenKrupp Elevator Corporation on July 1, 2005 for annual maintenance and repair of the City Hall, Police and Public Works building elevators (“Agreement”); and

**WHEREAS**, the technology to maintain ThyssenKrupp Elevators is proprietary and in September 2011 the City Council approved a Sole Source designation pursuant to Milpitas Municipal Code Section I-2-3.09 for a five (5) year period; and

**WHEREAS**, the Agreement renews on an annual basis and the parties desire to enter into Amendment No. 8 to the Agreement for the retroactive period of July 1, 2013 to June 30, 2014 in the amount of \$26,668.72, which also includes a contingency of \$5,000 for unanticipated repairs; and

**WHEREAS**, City staff also requests authority for the City Manager to renew the Platinum Maintenance Agreement on an annual basis for the next three (3) years with an annual increase of no more than 3.5% per year, without further City Council approval except appropriation of funds.

**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 approves Amendment No. 8 to the Agreement with ThyssenKrupp Elevator Corporation for the Platinum Maintenance Elevator Service in the amount of \$26,668.72 and for a retroactive period from July 1, 2013 to June 30, 2014, a copy of which is attached hereto as **Exhibit A**.
3. The City Council authorizes the City Manager to extend the term of the Agreement on annual basis for the next three (3) years with an annual increase of no more than 3.5% per year, without further City Council approval except appropriation of funds.

PASSED AND ADOPTED this \_\_\_\_ day of, \_\_\_\_\_, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Mary Lavelle, City Clerk

\_\_\_\_\_  
Jose S. Esteves, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

**EXHIBIT A**

**AMENDMENT NO. 8 TO AGREEMENT WITH  
THYSSENKRUPP ELEVATOR CORPORATION  
FOR PLATINIUM MAINTENANCE SERVICE**

This Amendment is entered into retroactively on July 1, 2013 by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **Thyssenkrupp Elevator Corporation**, a Delaware corporation registered to do business in California (hereafter referred to as "CONTRACTOR").

**RECITALS:**

- A. WHEREAS, the parties entered into an agreement entitled "Platinum Maintenance Agreement" on July 1, 2005 ("Agreement") for an initial Annual Maintenance Contract Fee of Eighteen Thousand Nine Hundred dollars (\$18,900.00). The Agreement was for one (1) year and automatically renews on an annual basis unless terminated; and
- B. WHEREAS, the parties entered into Amendment No. 1 to the Agreement on August 7, 2007 to decrease the Annual Maintenance Contract Fee to Eighteen Thousand One Hundred Twenty-Eight dollars and Thirty-Six cents (\$18,128.36) for the period of July 1, 2007 to June 30, 2008.
- C. WHEREAS, the parties entered into Amendment No. 2 to the Agreement on September 15, 2008 to increase the Annual Maintenance Contract Fee to Eighteen Thousand Six Hundred Twenty-Six Dollars and Ninety-Two cents (\$18,626.92) for the period of July 1, 2008 to June 30, 2009; and
- D. WHEREAS, the parties entered into Amendment No. 3 to the Agreement on July 1, 2009 to increase the Annual Maintenance Contract Fee to Nineteen Thousand One Hundred Thirty-Nine dollars and Twenty cents (\$19,139.20), plus a contingency of Thirteen Thousand dollars (\$13,000) for incidental repairs not contemplated in the Agreement for a total contract value of Thirty-Two Thousand One Hundred Thirty-Nine dollars and Twenty cents (\$32,139.20) for the period of July 1, 2009 to June 30, 2010; and
- E. WHEREAS, the parties entered into Amendment No. 4 to the Agreement on July 1, 2010 to increase the Annual Maintenance Contract Fee to Nineteen Thousand Six Hundred Fifty-One dollars and Forty cents (\$19,651.40) and a contingency of Thirteen Thousand (\$13,000) for incidental repairs not contemplated in the Agreement for a total contract value of Thirty-Two Thousand Six Hundred Fifty-One dollars and Forty cents (\$32,651.40) for the period of July 1, 2010 to June 30, 2011; and
- F. WHEREAS, the parties entered into Amendment No. 5 to the Agreement on November 1, 2010 to make various changes to the terms and conditions of the Agreement at no cost to the City; and
- G. WHEREAS, the parties entered into Amendment No. 6 to the Agreement on July 1, 2011 to increase the Annual Maintenance Contract Fee to Twenty Thousand Fifty-Four dollars and Eighty-Six cents (\$20,054.86) and decrease the contingency to Ten Thousand (\$10,000) for incidental repairs not contemplated in the Agreement for a total contract value of Thirty Thousand Fifty-Four dollars and Eighty-Six cents (\$30,054.86) for the period of July 1, 2011 to June 30, 2012; and
- H. WHEREAS, the parties entered into Amendment No. 7 to the Agreement on July 1, 2012 to increase the Annual Maintenance Contract Fee to Twenty-One Thousand Eighty-Eight dollars and Eighty-Four cents (\$21,088.84) and a contingency of Ten Thousand (\$10,000) for incidental repairs not contemplated in the Agreement for a total contract value of Thirty-One Thousand Eighty-Eight dollars and Eighty-Four cents (\$31,088.84) for the period of July 1, 2012 to June 30, 2013; and
- I. WHEREAS, the parties desire to amend the Agreement to authorize an increase in the Annual Maintenance Contract Fee and authorize renewal of the Agreement without further City Council approval.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to further amend the Agreement as follows:

1. The City agrees to pay Contractor the total sum of Twenty-Six Thousand Six Hundred Sixty-Eight dollars and Seventy-Two cents (\$26,668.72) for the period of July 1, 2013 to June 30, 2014 under the terms and conditions of the amended Agreement.
2. Page 6, ANNUAL PRICE ADJUSTMENT section is amended to read as follows:  
  
“Contractor shall notify City in writing on an annual basis at least sixty (60) days prior to the expiration date of the Agreement of the proposed Annual Maintenance Contract Fee for the following year. If City elects to continue with the Agreement for an additional year, City will provide written notice to Contractor in the form attached hereto as “Exhibit A – Notice of Exercise of Option to Extend Agreement.” Contractor acknowledges and agrees that the Annual Maintenance Contract Fee shall not increase by more than three and a half percent (3.5%) on an annual basis.
3. CONTRACTOR agrees to continue to maintain and pay for all insurance policies as stated in “Exhibit A – Insurance Requirements General” throughout the term of the Agreement and shall provide the City with renewal certificates and endorsements of the insurance policy.
4. All other provisions of the amended Agreement not amended by this Amendment No. 8 shall remain in full force and effect.

This Amendment is executed as of the date written on Page 1.

APPROVED BY:

CITY OF MILPITAS

THYSSENKRUPP ELEVATOR

\_\_\_\_\_  
Thomas C. Williams, City Manager

\_\_\_\_\_  
Name of Authorized Representative

Approved As To Form:

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Mike J. Ogaz, City Attorney

Approved As To Content:

\_\_\_\_\_  
Steve Erickson, Project Manager

**EXHIBIT A - NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

<b>AGREEMENT TITLE and DATE:</b>	
<b>CONTRACTOR Name and Address:</b>	
<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 \_\_\_\_ of the Agreement referenced above, the City of Milpitas hereby exercises its option to extend the term under the following provisions:

<b>OPTION NO.</b>	
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**NEW OPTION TERM**

Begin date:	
End date:	

**CHANGES IN RATE OF COMPENSATION**

<b>Percentage change in CPI upon which adjustment is based:</b>	
---	--

Pursuant to Section \_\_\_ of the Agreement the Rates of Compensation are hereby adjusted as follows:  
*(use attachment if necessary)*

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

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City 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.

CITY OF Milpitas a municipal corporation  By _____ Name: Title:
--



**AMENDMENT NO. 1 TO THE AGREEMENT**  
**WITH**  
**DR. HOWARD E. MICHAELS**  
**FOR**  
**MEDICAL DIRECTOR SERVICES**  
**FOR**  
**THE FIRE EMERGENCY MEDICAL TECHNICIAN PROGRAM**

This Amendment is entered into this 3<sup>rd</sup> day of September, 2013, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **Dr. Howard E. Michaels, M.D.**, an individual (hereafter referred to as "CONTRACTOR").

**RECITALS**

WHEREAS, the parties entered into an agreement on April 5, 2011 for Medical Director Services for the Emergency Medical Technician Program in the amount of One Thousand Five Hundred Dollars (\$1,500) per month commencing on March 10, 2011 until September 30, 2013 ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement for six (6) months;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. Section 2. entitled "Term of Agreement" is amended to read as follows:

"Unless otherwise set forth in this Agreement or unless this Paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on March 10, 2011 and terminate on April 30, 2014."

2. CONSULTANT agrees to maintain and pay for all insurance policies as stated in Section C, entitled "Insurance Coverage Requirements for Professional Services" of the Agreement, between CONSULTANT and the CITY. CONSULTANT shall provide the CITY with renewal certificates of the current policies upon expiration of the current policy.

2. All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

3. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

Howard E. Michaels, M.D.

\_\_\_\_\_  
Thomas C. Williams, City Manager

\_\_\_\_\_  
Name and Title

Approved As  
To Content:

Approved As To Form:

\_\_\_\_\_  
Rick Frawley, City Project Manager

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

**BUDGET CHANGE FORM**

Type of Change	From		To	
	Account	Amount	Account	Amount
<b>Check one:</b> <input checked="" type="checkbox"/> Budget Appropriation <input type="checkbox"/> Budget Transfer	100-910-4640	\$ 50,000	100-120-4237	\$ 50,000

**Explain the reason for the budget change:**

**Background:** For purposes of representing the City during labor negotiations, the law firm of Burke Williams and Sorensen is recommended. The City has received excellent service from this firm in other areas, (Burke represented the City in its victory in the Wal-Mart case) and the firm has extensive experience in the field of labor negotiations.

**Fiscal Impact:** A \$50,000 impact to the contingency reserve fund for this fiscal year.

**Recommendation:** Approve consultant agreement with Burke, Williams for negotiation services in the amount of \$50,000.

Check if City Council Approval required.

Meeting Date: September 17, 2013

Requested by:	Department Head: Mike Ogaz	Date: September 11, 2013
Reviewed by:	Finance Director: <i>M. C. Hall</i>	Date: 9/11/13
Approved by:	City Manager:	Date:
Date approved by City Council, if required:		Confirmed by: