JOINT MEETING OF THE MILPITAS CITY COUNCIL AND THE SUCCESSOR AGENCY OF THE MILPITAS REDEVELOPMENT AGENCY BOARD

AGENDA

TUESDAY, OCTOBER 19, 2021
CITY COUNCIL CHAMBERS, 2nd Floor,
455 E. CALAVERAS BLVD., MILPITAS, CA
6:00 PM (CLOSED SESSION)
7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:
Đối với Việt Nam, gọi 408-586-3122
Para sa Tagalog, tumawag sa 408-586-3051
Para español, llame 408-586-3232

The City Council meeting is held in the City Council Chamber at City Hall, 455 E. Calaveras Blvd., Milpitas and via teleconference/Zoom webinar.
You may watch the Council meeting without providing public comment by accessing it via links here.

Meeting shall be livestreamed - Go to:
Facebook: https://www.facebook.com/CityofMilpitas/
YouTube: https://www.ci.milpitas.ca.gov/youtube
Web Streaming: https://www.ci.milpitas.ca.gov/webstreaming

PUBLIC COMMENT INSTRUCTIONS

Oral public comments may be provided live during the City Council meeting in person or by registering for the zoom meeting in advance. To register you will need to provide an email address (not disclosed) and a name. To minimize technical difficulties, please make sure that you have the latest version of the Zoom Application. Below is the link to register for this meeting only:

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_2xPrtRfLTfCc8nefs0VnaA

After you register a link will be sent to you to join the City Council meeting in order to give your comments. All registered meeting attendees who wish to speak must click on the "raise hand" icon when the Mayor calls for public comments. If participating by calling in on your phone, dial *9 to use the "raise hand" feature, and when you are called upon, hit *6 to unmute your phone. Your phone number will be displayed in the live meeting. The Mayor will call the speakers to begin.

All comments provided shall be limited to three minutes or less as determined by the Mayor. All members of the public will be limited to one comment per agenda item, and one comment for non-agenda items.

MILPITAS CITY COUNCIL CODE OF CONDUCT

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

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

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency designated representative: Jeannine Seher, Human Resources Director
Employee Organization: LIUNA (MEA, ProTech, Mid-Con), IAFF, MPOA, Unrepresented

CLOSED SESSION ANNOUNCEMENT (7:00 PM)
Report on action taken in Closed Session, if required per Government Code Section 54957.1, including the vote or abstention of each member present

PLEDGE OF ALLEGIANCE

INVOCATION (7:05 PM) - Councilmember Dominguez

PRESENTATIONS

- Breast Cancer Awareness Month (Proclamation)
- Key Presentation to the Family of Dale Flunoy

PUBLIC FORUM (7:15 PM)
Those in the audience and via Zoom are invited to address City Council on any subject not on tonight's agenda. In-person speakers wishing to address the Council are requested, but not required to complete a Speaker Card and submit it to the Mayor. In-person speakers will then be asked to come up to the podium and state their name for the record. Those interested in speaking via Zoom may do so by following the instructions on page one (1) of the agenda. Comments may be limited to three (3) minutes or less at the Mayor's discretion. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. The City Council may instruct the City Manager to place the item on a future meeting agenda.

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

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (7:20 PM)
Members of the City Council or City Manager may make brief announcements at this time. Members of the City Council may also suggest future agenda items at this time. For future agenda items, the City Council shall not debate the topic or engage in discussion but shall simply state a "yes" or "no" as to whether to direct the City Manager to place the item on a future meeting agenda. If a majority of the City Council agrees to place an item on a future meeting agenda, the City Manager shall place the item on a future agenda for City Council discussion.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT

APPROVAL OF AGENDA

CONSENT CALENDAR (7:30 PM)
Consent calendar items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a City Councilmember, member of the audience or staff requests the Council to remove an item from (or be added to) the consent calendar. Any person desiring to speak on any item on the consent calendar should ask to have that item removed from the consent calendar.

C1. Receive City Council Calendars of Meetings for October and November 2021 (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)

Recommendation: Receive City Council Calendars of Meetings for October and November 2021.

C2. Receive the Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)

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

C3. Receive and Review the List of Agenda Items Requested by City Councilmembers (Contact: Mayor and City Councilmembers, 408-586-3000)

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

C4. Approve City Council Regular Meeting Minutes of October 5, 2021 and Special Meeting Minutes of October 12, 2021 (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)

Recommendation: Approve City Council Regular Meeting Minutes of October 5, 2021 and Special Meeting Minutes of October 12, 2021.

C5. Adopt a Resolution Approving and Recertifying the City of Milpitas' 2021 Sewer System Management Plan Including Revisions to the Overflow Emergency Response Plan (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Recommendation: Adopt a resolution approving and recertifying the City of Milpitas' 2021 Sewer System Management Plan including revisions to the Overflow Emergency Response Plan.

C6. Approve and Authorize the City Manager to Execute the First Amendment to the Agreement with the Santa Clara Valley Water for Water District Conservation Program Cost Sharing (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Recommendation: Approve and authorize the City Manager to execute the first Amendment to the Agreement with the Santa Clara Valley Water District to increase cost-sharing amounts and partner on the Lawn Bust Milpitas Pilot Program.

C7. Approve and Authorize the City Manager to Execute Amendment No. 2 to the Rental Agreement with PSI Water Technologies Inc. for the Rental of a Monoclor RCS Trailer for a total Amount Not-to-Exceed $106,380.00 (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Recommendation: Approve and authorize the City Manager to execute Amendment No. 2 of the Rental Agreement with PSI Water Technologies Inc. for the rental of a Monoclor RCS Trailer for a total amount not-to-exceed $106,380.00.

C8. Approve and Authorize the City Manager to Execute Amendment No. 2 with West Coast Arborist, Inc. for City-Owned Tree Maintenance Services for a total Amount Not-to-Exceed $2,697,550.00 (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Recommendation: Approve and authorize the City Manager to execute Amendment No. 2 with West Cost Arborist, Inc. for City-owned tree maintenance services for a total annual amount of $80,000.00 for the remaining two years of the contract, for a total not-to-exceed contract amount of $2,697,550.00.

C9. Approve and Authorize the City Manager to Execute the Professional Services Agreement with Raimi + Associates Inc. for Consultant Services for the 2023-2031 Housing Element (Staff Contact: Sharon Goei, Director of Building Safety and Housing, 408-586-3260)

Recommendation: (1) Approve and authorize the City Manager to execute the Professional Services Agreement with Raimi + Associates Inc. for consultant services for the 2023-2031 Housing Element for a not-to-exceed amount of $431,710; (2) Authorize the City Manager to execute amendments to the Professional Services Agreement with Raimi + Associates Inc. for a not-to-exceed amount of $50,000 and approve associated budget appropriation without additional action by the City Council; and (3) Approve budget appropriation in an amount of $317,332 from Fund 216 fund balance to Fund 216 contractual services.

C10. Approve Eight (8) City of Milpitas Commission Work Plans for FY 2021-22 (Staff Contact: Walter Rossmann, Deputy City Manager, 408-586-3012; and Ashwini Kantak, Assistant City Manager, 408-586-3053)

Recommendation: Approve proposed Fiscal Year 2020-21 Work Plans for: Arts Commission; Community Advisory Commission; Library and Education Commission; Parks, Recreation and Cultural Resources Commission; Planning Commission; Senior Advisory Commission; Veterans Commission; Youth Advisory Commission.

C11. Joint Resolution of the City Council and Successor Agency of the Milpitas Redevelopment Agency Board Approving a $65,000 Loan Agreement from the City to the Successor Agency and Authorizing Various Financial Actions by the City Manager (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)

Recommendation: A joint resolution of the City Council and Successor Agency of the Milpitas Redevelopment Agency Board to approve a $65,000 Loan Agreement from the City to the Successor Agency and authorizing various financial actions by the City Manager.

PUBLIC HEARING (7:35 PM)

12. Introduce Ordinance No. 208.54 Amending Various Sections of Title VIII, Chapter 2 of the Milpitas Municipal Code Relating to Sewer Operation and Maintenance (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Recommendation: (1) Conduct a public hearing and move to close the hearing following comments;(2) City Attorney shall read aloud the title of Ordinance No. 208.54; and (3) Move to waive the first reading beyond the title and introduce Ordinance No. 208.54 amending various sections of Title VIII, Chapter 2 of the Milpitas Municipal Code relating to sewer operation and maintenance.

COMMUNITY DEVELOPMENT (8:15 PM)

13. Receive a report on the Homekey project at 1000 Hillview Court. (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053; Jared Hernandez, Police Chief, 408-586-2406; and Sharon Goei, Building Safety and Housing Director, 408-586-3260)

Recommendation: Receive a report on the Homekey project at 1000 Hillview Court.

14. Receive Mid-Year Report for Unhoused Services (Staff Contact: Sharon Goei, Building Safety and Housing Director, 408-586-3260)

Recommendation: Receive mid-year report for unhoused services.

15. COVID-19 Workforce Recovery Program and American Rescue Plan Act Workforce Development Programming (Staff Contact: Alex Andrade, Director of Economic Development, 408-586-3046)

Recommendation: (1) Receive and accept a report on the COVID-19 Workforce Recovery Program; (2) Approve the Phase 2 recommendation to implement the Milpitas MyPlan Career Accelerator Program; and (3) Provide direction to staff on potential workforce development programs and initiatives funded through the American Rescue Plan Act.

16. Receive a Report on the Proposed Project Proposal for Low and Moderate Income Housing at Turing Apartments Through a California Statewide Communities Development Authority Program and Provide Direction to Staff on Next Steps, If Any (Staff Contacts: Ashwini Kantak, Assistant City Manager, 408-586-3053; and Sharon Goei, Building Safety and Housing Director, 408-586-3260)

Recommendation: (1) Receive follow-up information on the proposed project proposal for low and moderate income housing at Turing Apartments through a California Statewide Communities Development Authority program; (2) If Council wishes to pursue the proposed project, staff recommends Council (a) require project team to provide needed funding for additional staff, City Attorney, and consultant resources; (b) direct staff to bring back a framework and goals for this type of a moderate income housing program for Council consideration based on staff recommendations and Council input; and (c) direct staff to work with the project team on an agreement that is consistent with the approved framework and goals for a moderate income housing program.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE (10:30 PM)

17. Receive Report on the Status of Citywide Landscape and Parks Maintenance and Provide Direction to Staff on Desired Services Levels and Recommended Service Enhancement Strategies (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Recommendation: (1) Receive Report on the Status of Citywide Landscape and Parks Maintenance; and (2) Provide direction to staff on desired service levels and recommended service enhancement strategies.

ADJOURNMENT (11:00 PM)

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

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

The Open Government Ordinance is codified in the Milpitas Municipal Code as Title I Chapter 310 and is available online at the City's website www.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, 3rd floor 455 E. Calaveras Blvd., Milpitas and on City website. City Council agendas and related materials can be viewed online: www.ci.milpitas.ca.gov/government/council/agenda_minutes.asp (select meeting date)

APPLY TO SERVE ON A CITY COMMISSION

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

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

September 2021

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November 2021

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Milpitas City Council Calendar

October 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	**2**
3	**4** **7:00 PM**-Parks, Recreation & Cultural Resources Commission (CM)	**5** **7:00 PM**-City Council	**6** **2:00 PM**-Santa Clara VTA Monthly Briefing - Northeast Group (CM) **5:30 PM**-Veterans Commission (RT) **7:00 PM**-Community Advisory Commission (EC)	**7** **11:00 AM**-Virtual Manufacturing Day **4:30 PM**-Milpitas Chamber of Commerce Board (EC) **5:30 PM**-Santa Clara VTA Board of Directors (CM)	**8**	**9**
10	**11** **4:30 PM**-Economic Development and Trade Commission (KD) **7:00 PM-** Special Arts Commission (CM)	**12** **4:00 PM-**Milpitas HOPE Suicide Prevention Task Force **5:30 PM-**Special City Council	**13** **7:00 PM**-Silicon Valley Clean Energy Board of Directors (EC)	**14** **9:00 AM**-Zoning Administrator Hearing **4:00 PM**-Treatment Plant Advisory Committee (CM) **4:00 PM**-Santa Clara VTA Policy Advisory Committee (AP) **5:00 PM-**Homelessness Task Force **7:00 PM**-Youth Advisory Commission (EC) **7:00 PM**-Cities Assoc of SCC (CM)	**15** **3:00 PM**-Transportation Subcommittee (RT/CM) ***4:30 PM****-City Council Finance Subcommittee (RT/CM)*	**16** **11:00 AM to 1:00 PM**-Milpitas Park Clean-Up @ Rodgers Park
17	**18** **7:00 PM**-Science, Technology, and Innovation Commission (RT)	**19** **6:00 PM**-Closed Session **7:00 PM**-City Council	**20** **6:00 PM**-Energy and Environmental Sustainability Commission (EC)	**21** **10:00 AM**-VTA Congestion Management Program & Planning Committee CMPP (CM) **11:30 AM**-South Bay Odor Stakeholders Group Meeting (RT)	**22** **4:00 PM**-Philippine Heritage / History Celebration @ Cesar Chavez Plaza	**23**
24	**25** **6:00 PM-**Milpitas Metro Outreach Meeting	**26** **1:30 PM**-Senior Advisory Commission (EC)	**27** **5:30 PM**-Cities Assoc. of SCC - Recycling and Waste Reduction Commission (AP) **7:00 PM**-Planning Commission	**28** **3:00 PM**-Main Street Property Development Public Meeting **6:30 PM-**Park Marker Subcommittee	**29**	**30**
31 						

Finance Subcommittee will meet only as needed

Updated 10/15/21

October 2021

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Milpitas City Council Calendar
November 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 **7:00 PM**-Parks, Recreation & Cultural Resources Commission (CM)	**2** **?:00 PM**-Closed Session **7:00 PM**-City Council	**3** **2:00 PM**-Santa Clara VTA Monthly Briefing - Northeast Group (CM) **7:00 PM**-Community Advisory Commission (EC)	**4** **4:30 PM**-Milpitas Chamber of Commerce Board (EC) **5:30 PM**-Santa Clara VTA Board of Directors (CM) **6:00 PM**-Main Street Property Development Community Mtg.	**5**	**6** **Tent:** **12:00 PM**-Native American Heritage Celebration
7	**8** **4:30 PM**-Economic Development and Trade Commission (KD) **7:00 PM**-Science, Technology, and Innovation Commission (RT)	**9** **4:00 PM**- HOPE Task Force	**10** **7:00 PM**-Planning Commission **7:00 PM**-Silicon Valley Clean Energy Board of Directors (EC)	**11** **CITY HALL CLOSED IN OBSERVANCE OF VETERANS DAY** **9:00 AM**-Veterans Day Event @ Veterans Plaza – City Hall	**12** ***4:30 PM**-City Council Finance Subcommittee (RT/CM)*	**13**
14	**15** **7:00 PM**-Library and Education Commission (EC)	**16** **?:00 PM**-Closed Session **7:00 PM**-City Council	**17** **6:00 PM**-Energy and Environmental Sustainability Commission (EC)	**18** **4:00 PM**- Treatment Plant Advisory Committee (CM) **6:30 PM**-Bay Area Water Supply Conserv Agency (CM) **7:00 PM**-Public Safety and Emergency Preparedness Commission (KD)	**19** **5:00 PM-**Special Youth Advisory Commission	**20**
21	**22** **7:00 PM**-Arts Commission (RT)	**23**	**24**	**25** **CITY HALL CLOSED FOR THANKSGIVING**	**26**	**27**
28	**29**	**30** **5:30 PM**-Special City Council Meeting				

Finance Subcommittee will meet only as needed

Updated on 10/15/21

MILPITAS CITY COUNCIL
AGENDA PREVIEW LIST

November 2, 2021

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
City as Plaintiff
County Sanitation District 2-3, West Valley Sanitation District, Burbank Sanitary District, Cupertino Sanitary District, and City of Milpitas v. City of San Jose, City of Santa Clara

INVOCATION (assigned to Chua)

PRESENTATION

CONSENT CALENDAR

1. Receive City Council calendar for November 2021 (City Clerk)

2. Approve City Council Special meeting minutes of October 12 and Regular meeting minutes of October 19, 2021 (City Clerk)

3. Preview list of items for November 16, 2021 (City Clerk)

4. Review list of Future Agenda Items Requested by City Councilmembers (Mayor & CC/City Clerk)

5. Second reading of Ordinance No. 208.54 Amending Various Sections of Title VIII, Chapter 2 of the Milpitas Municipal Code Relating to Sewer Operation and Maintenance (Tony Ndah)

6. Approve and Authorize the City Manager to Execute the Improvement Agreement with Chick-fil-A Incorporated, A Georgia Corporation for the Completion of Offsite Public Improvements Located at 755 E. Calaveras Boulevard (Steve Erickson)

7. Approve and Authorize the City Manager to Execute a Funding Agreement with the Santa Clara Valley Transportation Authority (VTA) for the 2016 Measure B Innovative Transit Service Models Program; Approve New Fiscal Year 2021-22 Capital Improvement Program Project No. 3493 Milpitas OnDemand; Approve a Budget Appropriation of $1,355,916 in Measure B Innovative Transit Service Models Program Funding and Developer Contributions into Project No. 3493; and Adopt a Resolution to Approve and Authorize the City Manager to Execute a Subscription and Services Agreement with RideCo in a Not-to-Exceed Amount of $1,355,916 for Consultant Services Related to Milpitas OnDemand and Making Sole Source Findings and Findings that the Procurement is in the Best Interest of the City (Ned Thomas)

8. Approve travel request to Pasadena for Councilmember Anthony Phan from 11/4 – 11/5 in accordance with the Travel Policy (Rachelle Currie)

9. Reconsider and Reconfirm Findings and Determinations Under Assembly Bill 361 for the Continuation of Virtual Meetings (Chris Diaz)

PUBLIC HEARING

COMMUNITY DEVELOPMENT

COMMUNITY SERVICES

10. Receive the Neighborhood Clean-Up Days Report (Tony Ndah)

11. Receive Report on Draft Stormwater Master Plan (Tony Ndah)

PUBLIC SAFETY

LEADERSHIP

REPORTS

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

NOTE: Deferred and completed items are not listed

2021	OPEN				
Request No.	**Topic**	**Submitted by:**	**A, F, CM, or CCM**	**Date requested or Rec'd Form**	**STATUS and/or DATE scheduled on City Council meeting agenda:**
1	Requested that the City require proof of vacination for indoor events of 1,000 people or more	Phan	A	10/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
2	Requested that staff look into the increase in illegal dumping to this and see if anything can be done to address the issue	Phan	A	10/5/2021	
3	Request the parcel on North Park Victoria that was historically a rose garden memorialized to commemorate those that started the rose garden with a plaque	Dominguez	A	10/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
4	Requested Council discussion and adoption of a universal non-profit fee waiver for special events on the parcel located under the freeway on Main Street by December	Dominguez	A	10/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
5	Requested a universal ordinance for Main Street be brought back to Council for discussion and approval	Dominguez	A	10/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
6	Requested the Council to consider lighting City Hall purple for Domestic Violence survivors on next year's domestic violence awareness month.	Dominguez	A	10/5/2021	Staff will bring back a resolution with potential City Hall commemorative lightings no later than December 2021

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

7	Requested staff look into increasing the number of Park and Recreation commissioners from seven to nine.	Montano	A	10/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
8	Requested Staff look into holding an annual shredding event	Chua	A	9/21/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
9	Requested that the City have a bike event similar to Viva Calle in San Jose where the City would close off a street to encourage walkability to businesses	Dominguez	A	9/21/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
10	Requested staff to look at plan to subsidizing permit fees for small business with less than one hundred employees for the purpose of building outside to support outdoor dining	Dominguez	A	9/21/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
11	Requested the City extend the outdoor dining options through March of next year	Phan	A	9/21/2021	Planning Director to provide information on current outdoor dining extension
12	Request the City look into a pilot camera program	Montano	A	9/21/2021	Info memo will be prepared
13	Requested staff work with the Vice Mayor and Mayor to explore and discuss building height limits near the hillside by January 2022	Tran	A	9/21/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
14	Requested an outreach to notify the community of the trash voucher program	Chua	A	9/7/2021	The vouchers are valid until December 31, 2021. Staff will monitor the utilization of the vouchers and contact the recipients encouraging them to take advantage of the program.

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

15	Requested staff to prepare a report the monthly neighborhood clean-up day and ask for direction from the Council on what to do next	Chua	A	9/7/2021	This staff report will be agendized for Council discussion on November 2
16	Requested staff to notify Council if there is a plan to create a pathway from the skate park to the bathrooms and if there is no plan then bring an item to Council to create a pathway	Dominguez	A	9/7/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
17	Create an agreement with the owners of the electrical boxes so that the City could have access to remove the tagging within 24 hours	Dominguez	A	9/7/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
18	City designate more street sweeping signage at the different areas more specifically at Capital Avenue and Abel Street	Montano	A	9/7/2021	Staff is reviewing the pilot street sweeping routes with MSI.
19	Work with the school district to have a contest to create art murals for the pillars on Main Street	Montano	A	9/7/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
20	Create a “Street Smart” program to provide traffic safety education to change driver, pedestrian, and bicyclist behavior and enhance safety in school zones and neighborhoods	Dominguez	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
21	City to highlight mental health resources on the website	Dominguez	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
22	Partner with the Rotary Club of Silicon Andhra to promote the stem cell donor outreach with a webinar and campaign to help increase the number of donors	Chua	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
23	Create an “Incentive Corner,” which will be a sub-page with links to different freebies, grants, and incentives from the City and the regions, including the Water District and Silicon Valley Clean Energy	Chua	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

24	Revisit the mask ordinance to help enforce the public expert's recommendations	Phan	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
25	Look into creating a Poet Laureate similar to the County of Santa Clara County	Montano	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
26	Include a bust of Maria Lemire on the Mural in front of the Senior Center	Montano	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
27	Does the City have a Press Release Policy if so incorporate it in the City Council Handbook.	Tran	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
28	Requested staff look into donating old, obsolete, noncompliance items from the Fire Department to Sister City Dagupan	Chua	A	8/9/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
29	Look into allowing outdoor music and would like the ordinance brought back to Council.	Montano	A	8/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
30	Requested that the City create and ordinance that continues with the six-foot distancing	Montano	A	8/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
31	Look into how the City can be a resource for small businesses to help guide them on what to do in terms of ADA (Americans with Disabilities Act) requirements due to the quick changes made to facilities during the pandemic	Chua	A	8/5/2021	
32	Look into opening up the Senior Center on Saturdays for half a day	Chua	A	8/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
33	Staff to bring a presentation forward regarding Project Home Key	Dominguez	A	8/5/2021	Scheduled for 10/19/2021

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

34	Look into bringing in a Hispanic food store into the City	Montano	A	8/5/2021	
35	Look into bringing back a roller rink	Montano	A	8/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion

	ACTIVE				
36	**Topic**	**Submitted by:**	**A, F, CM, or CCM**	**Date requested or Rec'd Form**	**STATUS and/or DATE scheduled on City Council meeting agenda:**
37	Discussion to recognize Juneteenth as a City holiday for City employees	Phan	A	6/21/2021	Discussed in Closed Session on 8/17/2021; follow up discussion scheduled for 10/19/2021
38	Increase the City's rebate program to match Valley Water's two dollars rebate increase and look into expanding the "Lawn Buster" program to more residents based on income	Chua	CCM	6/15/2021	Valley Water Rebate Contract Amendment scheduled for Council consideration on October 19, 2021; Contract with "Our City Forest" scheduled for Council approval in Fall 2021

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

39	ADU workshop in September/October	Chua	A	6/15/2015	8/09/2021 Council voted 5-0 to move this item forward in the winter 2021
40	Discussion in the next fiscal year, to have a sliding scale permitting program for seniors and low-income residence for necessary safety renovations	Tran	A	5/4/2021	8/09/2021 Council voted 5-0 to move this item forward and modify the existing Milpitas Assistance program to include seniors
41	Information showing that the ordinance requiring developers to provide art features is being followed and an update on the Art developer fees.	Montano	A	5/4/2021	Information Memorandum scheduled to be released in October
42	Discussion to reduce the City's Senior Center facilities deposit	Montano	A	5/4/2021	8/09/2021 Council voted 5-0 to refer this item as part of the development of the FY 2022-23 Master Fee Schedule
43	Discussion on a policy that makes human trafficking training mandatory in the hospitality industry	Dominguez	A	4/20/2021	discussed at 8/09/2021 meeting; item will be modified to address training for City staff instead of hospitality industry and considered at next quarterly discussion
44	Requested that the City have mini-libraries in the low-income areas of the City.	Montano	A	4/20/2021	8/09/2021 Council voted 3-1-1 to move this item forward, staff to work with Vice Mayor to get direction
45	Staff to create a plan on how to increase the number of local businesses doing business with the City	Chua	A	4/6/2021	Info memo will be prepared
46	Staff to look into creating a rose garden with a children's memorial site	Montano	A	4/6/2021	8/09/2021 Council voted 4-1 to discuss details with Vice Mayor Montano and refer this item as part of the development of the 2023-2027 CIP

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

47	Staff to look into creating “Welcome to Milpitas” signs in key areas of in the City	Montano	A	4/6/2021	8/09/2021 Council voted 5-0 to move this item forward and work with organizations to sponsor the signs in key area at every exit off of the interstates
48	Staff to provide information to place a measure on the ballot to change the directly elected Mayor to a rotational at-large position	Tran	CCM	3/16/2021	To be agendized at a future City Council meeting, along with discussion of Mayor and Councilmember term limits
49	Staff to provide information on a landmark policy for the City of Milpitas	Tran	A	3/16/2021	Policy to be sent to Council if existing, or a new policy to be brought for Council consideration by December 2021; 8/09/2021 Council voted 5-0 to move this item forward
50	Discussion to memorialize those that have passed due to COVID19 in Milpitas	Dominguez	A	3/2/2021	8/09/2021 Council voted 4-1 to move this item forward no date was determined
51	Amendment to the existing ordinance for third-party food delivery vendor services to prohibit regulatory response fees	Phan	A	2/16/2021	Agendized for discussion on 3/16/2021, deferred to 4/06/2021; CC direction for City Attorney to prepare a report
52	Amend ordinance to remove affordable housing in-lieu fee; status update on this item	Chua	A	12/15/2020; 06/01/2021	Agendized on 1/5/21, Received Council majority vote on 2/2/2021 and 3/16/2021; staff will bring forward in Winter 2021
53	Ordinance to ban vaping in the City	Montano	A	12/15/2020	Ordinance regarding a ban on use in certain areas adopted by Council on 6/15/2021. Policy related to access to products will be brought forward in Fall/Winter 2021.

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

54	Review City policy on speed bumps	Tran	A	12/15/2020	Presented to Transportation Subcommittee on 02/12/2021;voted on 3/16/2021 to revisit this item
55	Require implicit bias training for City Council, Commissioners & staff	Dominguez	A	6/16/2020	approved 8/18/2020
56	Consider change in term limits for Mayor + Councilmembers	Montano	A	6/16/2020	8/4/2020: Voted 3 -2 to pursue; 2/02/2021 to agendize for a future meeting; 3/16/2021 voted 3-1-1 to move forward
57	Consider Community Museum and Park on Main St.	Phan	F	8/20/2019	to Rules 8/23/2019. Moved to Specific Plan Community Conversation events.

CCM: City Council Meeting

A: @Announcements

F: on a Form
CM: to/from City Manager

REGULAR MEETING MINUTES OF THE MILPITAS CITY COUNCIL

TUESDAY, OCTOBER 5, 2021
CITY COUNCIL CHAMBERS, 455 E CALAVERAS BLVD, MILPITAS, CA
7:00 PM (PUBLIC BUSINESS)

The City Council of the City of Milpitas convened on the Regular Meeting day of October 5, 2021, in the City Council Chamber at City Hall, 455 E. Calaveras Blvd., Milpitas, and via teleconference/Zoom webinar.

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

Mayor Tran called the Regular City Council meeting to order at 7:00 PM. Roll Call was taken by City Clerk Wood.

PRESENT: Mayor Tran, Vice Mayor Montano, Councilmembers Chua, Dominguez, and Phan (virtual)

ABSENT: None

PLEDGE OF ALLEGIANCE

Mayor Tran led the Pledge of Allegiance.

INVOCATION

Councilmember Dominguez led the Invocation.

PRESENTATIONS

Mayor Tran proclaimed the week of October 3 – 9, 2021, as Milpitas Fire Prevention Week and proclaimed the month of October as Domestic Violence Awareness Month in the City of Milpitas.

PUBLIC FORUM

Those in the audience and via Zoom are invited to address City Council on any subject not on tonight's agenda. In-person speakers wishing to address the Council are requested, but not required to complete a Speaker Card and submit it to the Mayor. In-person speakers will then be asked to come up to the podium and state their name for the record. Those interested in speaking via Zoom may do so by following the instructions on page one (1) of the agenda. Comments may be limited to three (3) minutes or less at the Mayor's discretion. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. The City Council may instruct the City Manager to place the item on a future meeting agenda.

The following spoke under Public Forum:

1. Voltaire Montemayor

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

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

City Manager McHarris announced that the City will be hosting the fifth annual Manufacturing Day event in partnership with the Milpitas Unified School District, introducing students to careers in Technology and Advanced Manufacturing. The event will take place Thursday, October 7, from 11:00 AM to 12:15 PM. The City

of Milpitas will host another walk-up COVID-19 pop-up clinic on Wednesday, October 6, from 4:30 to 7:30 PM at the Milpitas Community Center.

Mayor Tran congratulated City Manager McHarris on his one-year extension to his contract. He stated that he is very thankful for his work and the stability he has brought to the City.

Councilmember Chua thanked the Recreation and Community Services staff for hosting the Welcome Back Seniors event.

Vice Mayor Montano announced that she attended the annual Korean Alphabet ceremony. She also requested staff to look into increasing the number of Parks and Recreation commissioners from seven to nine.

Councilmember Dominguez invited the community to a regional Domestic Violence Walk co-hosted by San Jose Councilmember Magdalena Carrasco on October 8 at 5:30 PM. She also requested the Council consider lighting City Hall purple next year for Domestic Violence Awareness month.

Mayor Tran stated that they will have the City Manager bring back the lighting of the City Hall schedule so that Council can manage the lighting for each month.

Councilmember Dominguez spoke about the revitalization of Main Street and outdated policies that do not allow businesses to have live music permits to allow live music. She requested that a universal music ordinance for Main Street be brought back to Council for discussion and approval. She also requested a Council discussion and adoption of a universal fee waiver for non-profits who adopt an outline for their special events on a parcel on Main Street right under the freeway. She requested the discussion by December. She also requested that the Council memorialize a parcel on North Park Victoria commemorating those that started a rose garden with a plaque listing their names and possibly calling it “Garden of Hope for Milpitas.”

Councilmember Phan requested staff look into the increase in illegal dumping to this and see if anything can be done to address the issue. He also requested that the City require proof of vaccination for indoor events similar to the ordinance that the City of San Francisco has in place, in anticipation of the holiday season. He requested this be implemented for events of 1,000 people or more and for businesses such as restaurants, bars, clubs, and gyms.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

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

READING OF THE CITY COUNCIL CODE OF CONDUCT

City Attorney Diaz read aloud the City Council Code of Conduct.

APPROVAL OF AGENDA

Mayor Tran stated that he would like to postpone item C8 to a future meeting.

Motion: to approve the October 5, 2021, Regular Meeting Agenda with the postponement of item C8 to a future meeting.

Motion/Second: Mayor Tran / Councilmember Chua

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

CONSENT CALENDAR

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

Motion: to approve the Consent Calendar.

Motion/Second: Mayor Tran / Vice Mayor Montano

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

C1. Receive the City Council Calendar of Meetings for October 2021 (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)

Received the City Council Calendar of Meetings for October 2021.

C2. Approve the City Council Regular Meeting Minutes of September 21, 2021, and the Special Meeting Minutes of September 28, 2021 (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)

Approved the City Council Regular Meeting Minutes of September 21, 2021, and the Special Meeting Minutes of September 28, 2021.

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

Received the preview list of anticipated agenda items for the next regular City Council meeting.

C4. Receive and Review the List of Agenda Items Requested by City Councilmembers (Contact: Mayor and City Councilmembers, 408-586-3000)

Reviewed the list of items that have been requested by City Councilmembers.

C5. Consider Recommendations from Mayor Tran for Appointments to and Removal from City Commissions (Contact: Mayor Tran, 408- 586-3029)

Received Mayor Tran's recommendations and approved the appointments to the Art Commission and Youth Commission, and the removal of one commissioner from the Public Safety & Emergency Preparedness Commissions as follows:

Art Commission
1. Reappoint Giuliana Brahim to serve as a Commissioner with a term to expire in October 2024.
2. Appoint Cecelia Hutnick to serve as a Commissioner with a term to expire in October 2024.

Youth Commission
1. Appoint Khloe Cruz to serve as a Commissioner with a term to expire in September 2022.
2. Appoint Nitya Reddy to serve as Alternate No. 1 with a term to expire in September 2022.

Public Safety & Emergency Preparedness Commission
1. Remove Aleck Bittencurt as a Commissioner from a seat with a term that expires in June 2022.

C6. Accept Committee Member and Commissioner Resignations (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)

Accepted the resignation of Melissa Tan from the Art Commission, and confirmed the posting of the unscheduled vacancy.

C7. Approve and Authorize the City Manager to Execute Amendment No. 1 with Environmental Services Inc. for Citywide HVAC Maintenance Services for a total Amount Not-to-Exceed $454,197.35 (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Approved and authorized the City Manager to execute Amendment No. 1 with Environmental Services Inc. for Citywide HVAC maintenance services for a total amount not-to-exceed $454,197.35.

C8. Approve and Authorize the City Manager to Execute a Funding Agreement with the Santa Clara Valley Transportation Authority (VTA) for the 2016 Measure B Innovative Transit Service Models Program; Approve New Fiscal Year 2021-22 Capital Improvement Program Project No. 3493 Milpitas OnDemand; Approve a Budget Appropriation of $1,355,916 in Measure B Innovative Transit Service Models Program Funding and Developer Contributions into Project No. 3493; and Adopt a Resolution to Approve and Authorize the City Manager to Execute a Subscription and Services Agreement with RideCo in a Not-to-Exceed Amount of $1,355,916 for Consultant Services Related to Milpitas OnDemand and Making Sole Source Findings and Findings that the Procurement is in the Best Interest of the City (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)

This item was postponed to a future meeting.

C9. Approve the Mural Program City Council Policy and Appropriate First Year Annual Funding in the amount of $50,000 (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Approved the Mural Program City Council Policy and appropriated $50,000 from the Public Art Fund to Public Arts CP 3489.

C10. Police Chief Position Reassignment Benefit Authorization (Staff Contact: Jeannine Seher, Human Resources Director, 408-586-3086)

Authorized the City Manager to include a Position Reassignment Benefit in the Police Chief appointment letter.

COMMUNITY DEVELOPMENT

11. Receive a Status Update on the Main Street Revitalization Initiative and Provide Direction to Staff on the American Rescue Plan Act Funding for Main Street Revitalization (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)

Assistant City Manager Kantak provided background and a summary of the revitalization elements.

Recreation and Community Services Director Lorentzen provided information on the Holiday Magic Event.

Deputy Fire Chief Marshall Zamora provided information on the Holiday Magic Event layout and street closure.

Vice Mayor Montano commented on the Holiday Magic Event provided feedback and requested the City put flowerpots in front of the businesses with the businesses watering them on Main Street temporarily until the storefront façades can be completed.

Planning Director Thomas provided information from the three “Community Conversations” and an update on the Gateway-Main Street Specific Plan.

Economic Development Director Andrade provided information on the Storefront Improvement Grant Programs and the Potential Business Improvement District (BID).

Mayor Tran recommended that the Business Improvement District (BID) be sent to the Economic Development and Trade Commission with possible Main Street business owner outreach.

Assistant City Manager Kantak provided additional information on the American Rescue Plan Act Funds.

Councilmember Chua would like to explore having Public Works maintenance staff setup the lighting at City Hall.

The following spoke under Public Comment:

1. Voltaire Montemayor
2. John Agg

Councilmember Dominguez stated that she would like collaboration with non-profits and staff to come back with a preapproved diagram for non-profits that can adopted for events on Main Street. She would like to use American Rescue Plan Act (ARPA) funding to subsidize the permit fees for those non-profits to host events on Main Street. She requested staff look into how they can use ARPA funding to subsidize permit fees for the expansion or the implementation of COVID-19 upgrades for businesses to keep customers safe. She also requested staff come back with an item that uses ARPA funding to support a Main Street live music universal permit and subsidize the fees or a universal program that would be free for all.

Councilmember Phan commented on concerns with public health and safety and requested that the City require proof of vaccination.

Motion: to provide direction to staff on the American Rescue Plan Act (ARPA) funding for Main Street Revitalization to include Councilmember Dominguez’s recommendations regarding nonprofit support and send it to the Economic Development and Trade Commission for further discussion, and recognize Councilmember Phan’s comments on public health and continue to follow the Santa Clara County Public Health Department’s guidelines for outdoor events, acknowledged Councilmember Chua’s comment on City Hall lights but wants to ensure City Hall lighting is contracted out because of a personnel shortage of maintenance workers, send the Business Improvement District (BID) to the Economic Development and Trade Commission for further discussion, and approved everything else as presented by staff.

Motion/Second: Mayor Tran / Vice Mayor Montano
After discussion, Motion carried by a vote of: AYES: 3
NOES: 1 (Phan voted no)
ABSTAIN: 1 (Dominguez abstained from the vote)

12. Receive a Presentation From Staff and Provide Direction on Policy Options to Regulate Tobacco Retail Permitting, Flavored Tobacco and Electronic Cigarette Products, and Tobacco Retail Location Limits (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)

Planning Director Thomas and Principal Planner Lee gave a presentation on policy options to regulate tobacco retail permitting, flavored tobacco and electronic cigarette products, and tobacco retail location limits.

The following spoke under Public Comment:

1. Voltaire Montemayor
2. Carol Baker
3. Vanessa Marvin
4. Bob Gordan
5. Thomas Valore

Council discussed the options and commented on San Jose's ordinance.

Motion: to adopt a policy similar to the City of San Jose.

Motion/Second: Councilmember Dominguez / Mayor Tran

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

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE

13. Approve Design Proposal for Montague Pedestrian Overcrossing Public Art Selection and Appropriation from Public Art Fund to Public Arts Project (CP 3489) (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Recreation and Community Services Director Lorentzen and Community Services Engagement and Inclusion Administrator McLane presented the Design Proposals for the Montague Pedestrian Overcrossing Public Art Selection.

The following spoke under Public Comment:

1. Voltaire Montemayor

After discussion, motion: to approve the Ryan Petersen Design Proposal for the Montague Pedestrian Overcrossing Public Art Selection and approve an appropriation of $15,000 from the Public Art Fund to Public Arts Project (CP 3489).

Motion/Second: Vice Mayor Montano / Councilmember Phan

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

LEADERSHIP AND SUPPORT SERVICES

14. Adopt a Resolution Making Findings and Determinations Under Assembly Bill 361 for the Continuation of Virtual Meetings (Staff Contact: Christopher J. Diaz, City Attorney, 408-586-3040)

City Attorney Diaz gave a presentation on Assembly Bill 361 and provided information for the continuation of virtual meetings.

Assistant City Manager Kantak presented policy considerations.

Motion: to adopt **Resolution No. 9105** making findings and determinations under Assembly Bill 361 for the continuation of virtual meetings.

The following spoke under Public Comment:

1. John Agg
2. Voltaire Montemayor

Motion/Second: Vice Mayor Montano / Mayor Tran

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

ADJOURNMENT

Mayor Tran adjourned the meeting at 10: 47 PM.

Draft meeting minutes submitted by City Clerk, Wendy Wood.

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SPECIAL MEETING MINUTES OF THE MILPITAS CITY COUNCIL

SPECIAL MEETING AGENDA

TUESDAY, OCTOBER 12, 2021
CITY COUNCIL CHAMBERS, 2nd Floor,
455 E. CALAVERAS BLVD., MILPITAS, CA

The City Council of the City of Milpitas convened on the Special Meeting day of October 12, 2021, in the City Council Chamber at City Hall, 455 E. Calaveras Blvd., Milpitas, and via teleconference/Zoom webinar.

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

Mayor Tran called the Special City Council meeting to order at 5:30 PM. Roll Call was taken by City Clerk Wood.

PRESENT: Mayor Tran, Vice Mayor Montano, Councilmembers Chua, Dominguez, and Phan (virtual)

ABSENT: None

PLEDGE OF ALLEGIANCE

Mayor Tran led the Pledge of Allegiance.

PUBLIC FORUM

Those in the audience and via Zoom are invited to address City Council on any subject not on tonight's agenda. In-person speakers wishing to address the Council are requested, but not required to complete a Speaker Card and submit it to the Mayor. In-person speakers will then be asked to come up to the podium and state their name for the record. Those interested in speaking via Zoom may do so by following the instructions on page one (1) of the agenda. Comments may be limited to three (3) minutes or less at the Mayor's discretion. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. The City Council may instruct the City Manager to place the item on a future meeting agenda.

No one spoke during the public forum.

ANNOUNCEMENTS

Councilmember Chua reminded everyone of a park cleanup Saturday, October 16, 2021, at Ben Rodgers Park.

Vice Mayor Montano commented on the Badge Pinning Ceremony for the Chief of Police and congratulated him on the appointment. She also announced that last Saturday she attended the 110th Taiwanese cultural festival.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

City Attorney de los Angeles asked the Mayor and City Councilmembers if they had any personal conflicts of interest. By roll call, there were no conflicts of interest.

READING OF THE CITY COUNCIL CODE OF CONDUCT

City Attorney de los Angeles read aloud the City Council Code of Conduct.

APPROVAL OF AGENDA

Motion: to approve the October 12, 2021, Special Meeting Agenda.

Motion/Second: Mayor Tran / Councilmember Dominguez

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

AGENDA ITEMS

1. Fiscal Benefits of Employment Lands Study (Staff Contacts: Alex Andrade, Director of Economic Development, 408-586-3046 and Daniel Degu Sr., Economic Development Coordinator, 408-586-3054)

Director of Economic Development Andrade and Economic Development Coordinator Degu gave a presentation on the Fiscal Benefits of Employment Lands.

Consultant Teifion Rice-Evans presented the Phase One Technical Analyses Findings.

Council received the report, asked clarifying questions, provided feedback, stated general support for the policy options, and indicated support for development scenario number four to have an Innovation District with strong presence of new Class A Office and R&D development along with continued hotel uses as part of the Milpitas Metro Specific Plan.

2. Receive a Presentation on the Draft Milpitas Metro Specific Plan (Update of 2008 Transit Area Specific Plan) (Staff Contact: Ned Thomas, Planning Director, 408-586-3273 and Kevin Riley, TASP (Metro) Manager 408-586-3292)

Planning Director Thomas introduced the item and consultant Jane Lin gave a presentation on Draft Milpitas Metro Specific Plan.

Barry Bergman from W-Trans presented information on transportation planning.

The following spoke under Public Comment:

1. Thomas Valore

Council received the presentation from staff and consultants and provided strong support and general feedback for the draft work completed and presented.

ADJOURNMENT

Mayor Tran adjourned the meeting in memory of Robert Arquero at 7:52 PM.

Draft meeting minutes submitted by City Clerk, Wendy Wood.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution Approving and Recertifying the City of Milpitas' 2021 Sewer System Management Plan Including Revisions to the Overflow Emergency Response Plan**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	10/19/2021
Staff Contact:	**Tony Ndah, Public Works Director, 408-586-2602**
Recommendation:	Adopt a Resolution Approving and Recertifying the City of Milpitas' 2021 Sewer System Management Plan Including Revisions to the Overflow Emergency Response Plan

Background:
The City of Milpitas maintains the sanitary sewer collection system. The State Water Resources Control Board ("SWRCB") Order# 2006-003 requires all entities that own and operate sanitary sewer systems that convey untreated wastewater to a publicly-owned treatment plant, to prepare a Sewer System Management Plan ("SSMP"). The SSMP is a document that addresses procedures to operate, maintain and manage wastewater collection systems. Utilization of the SSMP provides the guidelines and procedures to reduce the number and frequency of sanitary sewer overflows ("SSOs") and thereby decreases the risk to human health and the environment in our community.

Per State law the governing body overseeing a sanitary sewer collection system is required to update and re-certify the SSMP every five years, or when significant updates to any element are made. Staff prepared and City Council adopted the current SSMP on August 18, 2009. The five year SSMP re-certification occurred August 19, 2014. The SSMP was last re-certified on December 6, 2016 due to a significant update.

Analysis:
Staff recently completed a regulatorily required self-audit and has identified several SSMP revisions that will improve program effectiveness. This five year SSMP re-certification includes updates to the SSMP and Overflow Emergency Response Plan (OERP). The re-certification process includes Council approval of the updated SSMP.

Significant updates in the 2021 Plan include:

1. Updating the SSO Contact List.
2. Updating the Overflow Emergency Response Plan to reflect the new public observation and reporting work order generation system.
3. Updating the SSMP to reflect new location of wastewater collections maps and plan for keeping the maps up to date.
4. Updating the rehabilitation and inspection plan and contingency equipment and replacement inventory based on the 2020 Sewer Master Plan, and the new CCTV Program.
5. Updating the design and constructions standards in Engineering Plans and Map Procedures and Guidelines, Section VIII and Standard Specifications for Sanitary Sewers to reflect the new permitted materials.
6. Updating the Fats, Oil and Grease (FOG) Control Program section to reflect the City's new responsibilities and procedures.
7. Updating the Capacity Assessment section to include information from the 2020 Sewer Master Plan.

The Draft 2021 City of Milpitas SSMP is available for review in the City Clerk's office. After the City Council adopts the resolution re-certifying the 2021 City of Milpitas SSMP, the final 2021 SSMP will be posted on the City's website.

Policy Alternatives:
Alternative 1: City Council does not adopt a resolution to re-certify the City of Milpitas' Sewer System Management Plan, including revisions to the Overflow Emergency Response Plan

Pros: None

Cons: Does not comply with the State Water Resources Control Board ("SWRCB") Order# 2006-003 which requires the City Council to update and re-certify the SSMP every five years, or when significant updates to any element are made.

Reason not recommended: The City would be out of compliance with the State Water Resources Control Board ("SWRCB") Order# 2006-003.

Fiscal Impact:
No fiscal impact to re-certify the City of Milpitas' 2021 Sewer System Management Plan including revisions to the Overflow Emergency Response Plan.

California Environmental Quality Act:
The City Council's adoption of the resolution is not a project subject to the California Environmental Quality Act (CEQA) as it can be seen with certainty that the ordinance does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and is more akin to an administrative activity of the government pursuant to CEQA Guidelines Section 15378. Further, the City Council's adoption of the resolution is also exempt from environmental review pursuant to CEQA Guideline 15301 as it relates to the operation of existing sewer pipeline facilities with no expansion of use.

Recommendation:
Adopt a resolution re-certifying the City of Milpitas' 2021 Sewer System Management Plan, including revisions to the Overflow Emergency Response Plan.

Attachments:
1. Resolution
2. Draft 2021 City of Milpitas Sanitary Sewer Management Plan

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING AND RECERTIFYING THE CITY'S SEWER SYSTEM MANAGEMENT PLAN IN ACCORDANCE WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD'S ADOPTED STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS,
WATER QUALITY ORDER NO. 2006-003

WHEREAS, on May 2, 2006, the California State Water Resources Control Board ("Water Board") adopted Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, requiring owners of public sanitary sewer collection systems to prepare a Sewer System Management Plan ("SSMP"); and

WHEREAS, the SSMP is a document that addresses procedures to operate, maintain and manage wastewater collection systems; and

WHEREAS, utilization of the SSMP provides the guidelines and procedures to reduce the number and frequency of sanitary sewer overflows ("SSOs") and thereby decrease the risk to human health and the environment in our community; and

WHEREAS, on August 18, 2009, the City Council approved and certified the SSMP; and

WHEREAS, on August 19, 2014, the City Council approved and re-certified the SSMP; and

WHEREAS, on December 6, 2016, the City Council approved and re-certified the SSMP; and

WHEREAS, the SSMP must be updated every five (5) years, and must include any significant program changes, and re-certification by the governing board of the legislative body is required in accordance with Section D.14 of the Order No. 2206-003 when significant updates to the Sanitary Sewer Management Plan are made.

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 hereby approves and re-certifies the SSMP, attached hereto as **Exhibit A**.

PASSED AND ADOPTED this ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Wendy Wood, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Christopher J. Diaz, City Attorney

Sewer System Management Plan 2021 Update

Activities to Manage the Wastewater Collection System Effectively

City of Milpitas
455 East Calaveras Blvd.
Milpitas, CA 95035
www.Milpitas.ca.gov
(408) 586-3000

Sewer System Management Plan 2021 Update

Revised by City of Milpitas
Public Works Department

Approved by Milpitas City Council on August 18, 2009
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City of Milpitas
455 East Calaveras Blvd.
Milpitas, CA 95035
www.Milpitas.ca.gov
(408) 586-3000

Sewer System Management Plan

City of Milpitas

Certificate of Compliance

This certification is included to ensure compliance with the State Water Resource Control Board, General Order 2006-0003-DWQ and Order No. WQ 2013-0058-EXEC.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision. The information submitted is to the best of my knowledge and belief, true, accurate, and complete.

Name: _____
Tony Ndah

Title: Public Works Director

Date: _____

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ABBREVIATIONS

ABAG	Association of Bay Area Governments
BACWA	Bay Area Clean Water Agencies
BAWQA	Bay Area Water Quality Association
BMP	Best Management Practice
CA	California
CCTV	Closed-Circuit Televising
Cal OES	California Office of Emergency Services
CIP	Capital Improvement Program
CIWQS	California Integrated Water Quality System
CWEA	California Water Environment Association
FOG	Fat, Oils, and Grease
GIS	Geographical Information System
GRD	Grease Removal Device
GWDR	General Waste Discharge Requirements
I/I	Inflow/Infiltration
LRO	Legally Responsible Official
MRP	Monitoring & Reporting Program
NOI	Notice of Intent
NPDES	National Pollution Discharge Elimination Systems
RWQCB	San Francisco Bay Regional Water Quality Control Board
SCADA	Supervisory Control and Data Acquisition
SOP	Standard Operating Procedure
SSMP	Sewer System Management Plan

SSO	Sanitary Sewer Overflow
SWRCB	State Water Resources Control Board
US	United States
WARN	Water Agency Response Network
WDR	Water Discharge Requirements
WPCP	San Jose/Santa Clara Water Pollution Control Plant

GLOSSARY

Bay Area Clean Water Agencies (BACWA)	The San Francisco Bay Area Joint Powers Authority is comprised of wastewater treatment and collection system agencies. The BACWA vision is to: Develop a region-wide understanding of the watershed protection and enhancement needs through reliance on sound scientific, environmental and economic information, and ensure that this understanding leads to long-term stewardship of the San Francisco Bay Estuary.
Blockage	A buildup of debris in the sewer that stops the flow of wastewater and allows the water to back up behind the blockage, sometimes causing an overflow. Also called a **stoppage**.
City	The City of Milpitas.
Geographical Information System (GIS)	A database linked with mapping, which includes various layers of information used by government officials. Examples of information found on a GIS can include a sewer map; sewer features such as pipe location, diameter, material, condition, last date cleaned or repaired. The GIS also typically contains base information such as streets and parcels.
Inflow/Infiltration (I/I)	Inflow is generally considered to be extraneous water that enters the system as a direct result of a rain event, such as through improper connections to the sanitary sewer, through flooded manhole covers, or through defects in the sewer. Infiltration is generally considered to be extraneous water that enters the sewer system over longer periods of time, such as groundwater seepage through cracks in the sewer. While it is impossible to control all I/I, it is certainly desirable to reduce I/I when cost-effective.
Lateral	The portion of sewer that connects a home or business with the main line in the street. Laterals are owned and maintained by the property owner.
Legally Responsible Official (LRO)	The Legally Responsible Official is responsible for reporting all spills to the applicable regulatory agencies within the prescribed timelines.
Regional Water Quality Control Board (RWQCB)	The San Francisco Bay Regional Water Quality Control Board (also known as RWQCB). Its mission is to preserve, enhance and restore the quality of California's water resources, and ensure their proper allocation and efficient use for the benefit of present and future generations.
Sanitary Sewer Overflow (SSO)	Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs include: Overflows or releases of untreated or partially treated wastewater that reach waters of the United States; Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and Wastewater backups into buildings and on private property that are caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.
State Water Resource Control Board (SWRCB)	The umbrella agency responsible for implementation of State laws.

1 GOALS

Element

1

SWRCB Requirements:
The goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer collection system. This will help reduce and prevent SSOs, as wells as mitigate any SSOs that do occur.

RWQCB Requirements:
Each wastewater collection system agency shall, at a minimum, develop goals for the Sewer System Management Plan as follows:

- To properly manage, operate, and maintain all parts of the wastewater collection system
- To provide adequate capacity to convey peak flows
- To minimize the frequency of SSOs
- To mitigate the impact of SSOs

The City of Milpitas is located in northeastern Santa Clara County between the Cities of San Jose and Fremont. The City encompasses 14 square miles of residential, commercial, industrial, agricultural and recreational land uses, roughly oriented around the intersections of SR 237 with I-880 on the west and I-680 on the east. The City provides wastewater collection services to a population of 77,961 as of 2020 and hosts a number of High Tech electronic research, development and manufacturing facilities typical of the Silicon Valley.

The City of Milpitas owns and operates its municipal sewer collection system consisting of 160 miles of gravity pipe and 5 miles of force main. The collection system generally flows from east to west and south to north towards the San Francisco Bay. Most of the collection system flows by gravity to the Milpitas Main Pump Station then is pumped to the San Jose-Santa Clara Regional Wastewater Facility through dual force mains. The Venus Way Lift Station pumps sewage from a small portion of the City in the Pines neighborhood that is at a lower elevation up to a higher elevation where it then flows by gravity to the Main Pump Station.

The City of Milpitas has prepared this Sewer System Management Plan (SSMP) to comply with the State Water Resource Control Board (SWRCB) General Order 2006-0003-DWQ and WQ 2013-0058-EXEC. (see Appendix A). The SSMP provides a plan and schedule to properly manage, operate, and maintain all components of the municipal sanitary sewer system. Since the City has proactively planned for adequate capacity and performed aggressive preventive maintenance over the past several years, it already has a low incidence rate of sanitary sewer overflows (SSOs), averaging approximately one incident per year, with zero in 2017, two in 2018, one in 2019, one in 2020, and one in 2021. This SSMP documents past activities and provides guidance to maintain a low SSO rate, as well as mitigate any SSOs that do occur.

The provisions of the SSMP were developed and updated to ensure that the City is able to meet its goals by:

- Implementing a collection system maintenance program to minimize the frequency of sanitary sewer overflows.
- Respond to sanitary sewer overflows quickly and mitigate the impact of the SSO.
- Mitigating the impact of sewer overflows that do occur as well as follow up investigations to identify the cause of the overflow event and using that information to either adjust the maintenance schedule or schedule a repair/replacement.
- Properly manage, operate and maintain all elements of the wastewater collection system to better allocate resources and manpower.
- Continue to implement the closed-circuit televising (CCTV) program for the collection system.
- Develop and maintain design construction standards and specifications for the installation and repair of the collection system and its associated infrastructure.
- Maintain comprehensive and up-to-date maps of the wastewater collection system.
- Provide training on a regular basis for staff in collection system maintenance and operations.
- Maintain a Fats, Oils, and Grease (FOG) program to limit fats, oils, and grease, and other debris that may cause blockages in the sewage collection system.
- Ensure Corrective Action is taken in a timely manner

The City has implemented policies and procedures for the systematic inspection and continued maintenance of its infrastructure. The City personnel are utilizing the procedural training available through organizations such as Bay Area Clean Water Agencies (BACWA) and California Water Environment Association (CWEA).

Element

2

2 ORGANIZATION

2.1 SSMP Roles & Responsibilities

SWRCB Requirements:
SSMP must identify:

A. Name of the responsible or authorized representative as described in section J of this Order;
B. Names & telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures of SSMP. SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and
C The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the Health and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or Cal OES.

RWQCB Requirements:
Each wastewater collection system agency shall, at a minimum, provide information regarding organization

- Identify agency staff responsible for implementing, managing, and updating the SSMP
- Identify chain of communication for responding to SSOs
- Identify chain of communication for reporting SSOs

The Public Works Director, Deputy Public Works Director, and Public Works Manager, all with the City of Milpitas Department of Public Works, are authorized to serve as Legally Responsible Officials (LROs) for the purposes of certifying the component of this plan and for reporting SSOs in the California Integrated Water Quality System electronic database.

Figure 2-1 shows the City's organization chart and City staff who manage all sanitary sewer activities within the City, whether it be reporting SSOs, analyzing capacities of the sanitary sewer system, or maintaining sanitary sewer facilities.

City Council – Approves operating budgets and capital improvement program enters agreements on behalf of the City.

City Manager – City's executive officer. Oversees and coordinates works of all departments.

City Attorney – City's legal counsel. Advises on content of sewer ordinances, coordinates ordinance adoption, provides legal interpretations, and serves in enforcement actions.

Public Works Director (Contingent LRO) – Establishes sewer system policy and plans strategy, leads and assigns duties of engineering staff, prepares budgets and serves as the spokesperson for SSO related events. (See section 2.2: Chain of Communication: SSO Reporting).

Deputy Public Works Director (Secondary LRO) – Oversees and prepares wastewater collection system planning documents, documents new and rehabilitated assets, proposes rate analysis reports and staff recommendations, and coordinates development and implementation of SSMP.

Public Works Manager for Utilities (Primary LRO) – Manages field operations and maintenance activities, provides relevant information to management, prepares and implements contingency plans, leads emergency response, investigates and reports SSOs, and trains field crews. (See section 2.2: Chain of Communication: SSO Reporting).

Public Works Maintenance Crew/Standby Crew – Undertakes preventive maintenance activities, mobilizes and responds to notification of stoppages and SSOs (mobilize sewer cleaning equipment, by-pass pumping equipment, and portable generators).

WPCP – Provides pre-treatment program inspection and permitting to ensure compliance of the WPCP operations with its NPDES discharge permit.

Figure 2-1: SSMP Organization Flowchart

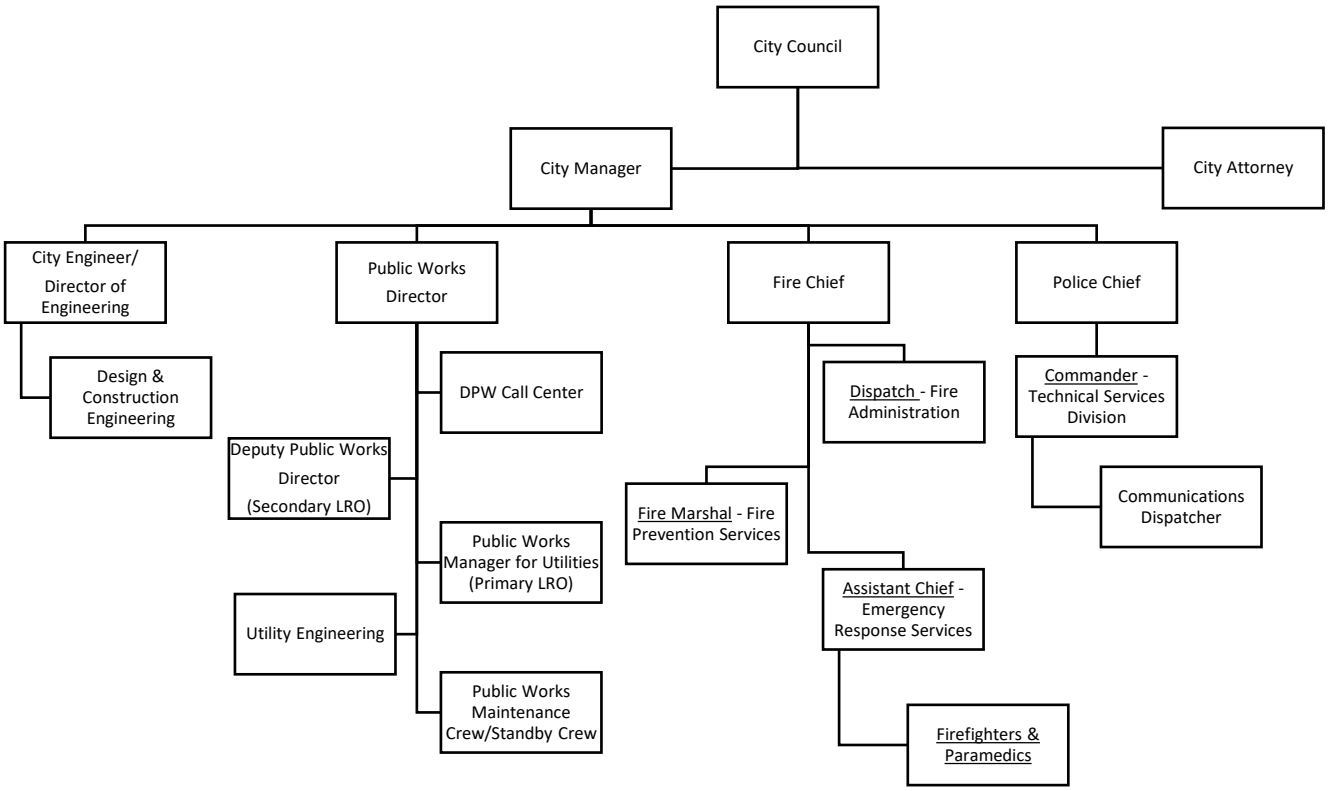


Table 2-1: City SSO Contact List

Names	Business Hours	After Hours	Email
Public Works Call Center	408-586-2600 (7:00 a.m. – 5:00 p.m.)	911 or 408-586-2400	
Glen Campi, Public Works Manager for Utilities (Primary LRO)	408-586-2643	408-690-3617	gcampi@ci.milpitas.ca.gov
Elaine Marshall Deputy Public Works Director (Secondary LRO)	408-586-2603	911 or 408-586-2400	emarshall@ci.milpitas.ca.gov
Tony Ndah Public Works Director (Contingent LRO)	408-586-2602	911 or 408-586-2400	tndah@ci.milpitas.ca.gov
Public Works Standby Crew Pager	408-586-2400 (5:00 p.m. – 7:00 a.m.) M-F and 24 hours on weekends	408-699-2725 pager	

The Deputy Public Works Director has primary responsibility for the SSMP to ensure it is current. The Deputy Public Works Director and Public Works Manager for Utilities are responsible for implementation of various elements within this SSMP as delineated in Table 2-2 below.

Table 2-2: SSMP Elements & Responsibilities

	SSMP Chp.	Deputy Public Works Director 408-586-2602	Public Works Manager for Utilities 408-586-2643
Goals	1	√	
Organization	2	√	
Legal Authority	3	√	
Operations and Maintenance Program	4		√
Design and Performance Provisions	5	√	
Overflow Emergency Response Plan	6		√
FOG (Fats, Oils, Grease) Control Program	7	√	
System Evaluation and Capacity Assurance Plan	8	√	
Monitoring, Measurement, and Plan Modifications	9	√	√
SSMP Audits	10	√	
Communication Program	11	√	√

2.2 Chain of Communication: SSO Reporting

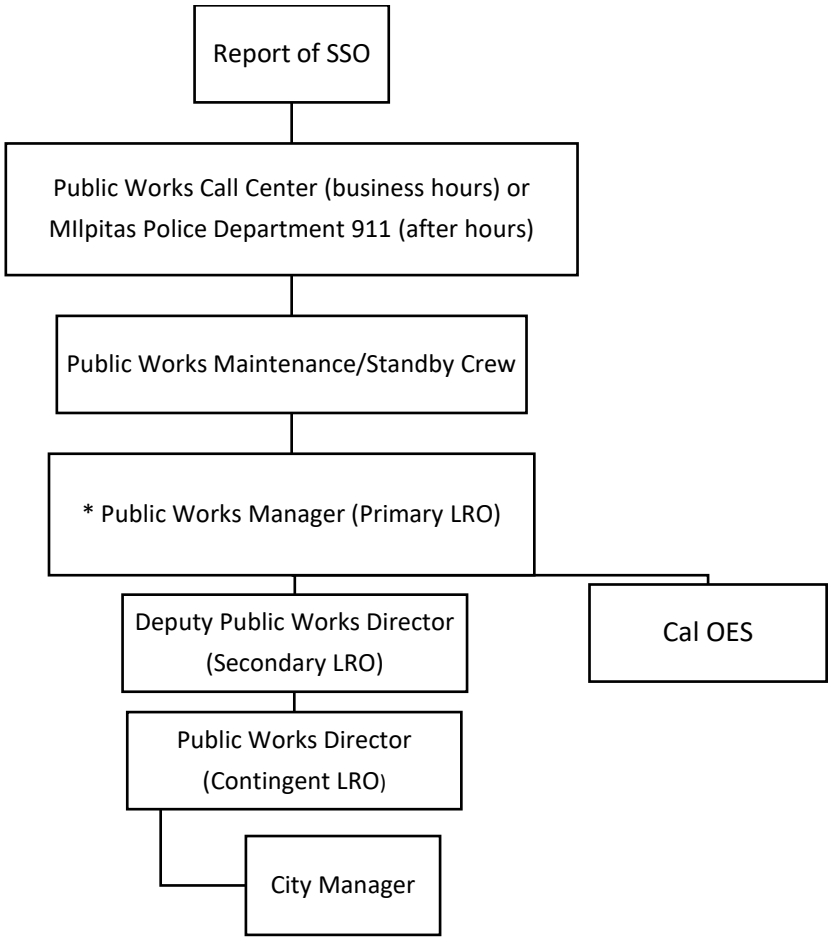
The SSMP must identify:

C. Chain of communication for reporting SSOs, from receipt of complaint or other information, including persons responsible for reporting SSO to the State and Regional. Water Board and other agencies if applicable (such as County Health, County Environmental Health Agency, Reg. Water Board &/or Cal OES).

SSO reports are routed to the City's Public Works call center during normal business hours. After hours reporting comes through the City's 9-1-1 emergency system. The Utility Maintenance Standard Operating Procedures (SOP) (Appendix B) describes roles and responsibilities of City personnel when responding to, and reporting SSOs. The Public Works Maintenance crew is using the Association of Bay Area Governments (ABAG) Overflow and Back-up Response Plan (Appendix C), which incorporates the City's SSO Response SOP, for detailed response and clean-up guidelines for sanitary sewer overflows. This plan identifies the chain of communication for responding to, and reporting SSOs. The Public Works Manager for Utilities has primary responsibility to ensure that the City responds appropriately and all

reports to all regulatory agencies are made within the pre-designated timeline. The table of contents and selected excerpts from the ABAG Overflow and Back-up Response Plan are included in Appendix C and are discussed in Element 6. Figure 2-2 identifies the City's Chain of Communication in the event of an SSO. Information on notification of outside agencies is shown in Appendix B.

Figure 2-2: SSO Chain of Communication Flow Chart



*The Public Works Manager for Utilities has primary responsibility to make the electronic reports of SSOs to CIWQS within the State's reporting timeline. These are within 2 hours, or as soon as practicable without impeding the SSO response for a Category 1 or 2 spill of any amount reaching surface waters or 1,000 gallons or greater that does not reach surface waters, respectively If less than 1,000 gallons and fully captured, reporting must be certified within 30 days after the end of the calendar month in which the SSO occurs. In the Public Works Manager's absence, the Deputy Public Works Director will make the necessary reports, or if both staff are absent, the Public Works Director will make the reports. In the event the SSO cannot be reported online, the reporting LRO is to submit via fax. Fax information can be found in the SSO Response Envelope.

Responsibility for SSMP Implementation The Deputy Public Works Director and Public Works Manager for Utilities are responsible for developing, implementing, and maintaining all elements of the City's SSMP.

3 LEGAL AUTHORITY

Element

3

The City has enrolled in the State's general sanitary sewer overflow program for its sewer collection system as required by Order 2006-0003-DWQ and WQ 2013-0058-EXEC (see Appendix A). Use of the City's sanitary sewer system is regulated by the Milpitas Municipal Code, Title VIII, Chapter 2 (see Appendix D), which is sufficient to comply with the General Order. The City Engineer is responsible to establish design criteria, and implement and enforce use regulations.

SWRCB Requirements:

Demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:

A. Prevent illicit discharges into its sanitary sewer system (I/I, storm-water, chemical dumping, unauthorized debris and cut roots, etc.);
B. Require that sewers and connections be properly designed and constructed;
C. Ensure access for maintenance, inspection or repairs for portions of the lateral owned /maintained by Public Agency;
D. Limit the discharge of fats, oils, and grease (FOG) and other debris that may cause blockages, and
E. Enforce any violation of its sewer ordinance.

RWQCB Requirements:

Each wastewater collection system agency shall, at a minimum, describe its legal authority through sewer use ordinances, service agreements, or other legally binding procedures to:

- Control infiltration/inflow (I/I) from satellite wastewater collection systems and laterals.
- Require proper design and construction of new and rehabilitated sewers and connections.
- Require proper installation, testing, and inspection of new and rehabilitated sewers.

The following is a partial list of sanitary sewer ordinance sections:

Title VIII, Chapter 2, Article II, Section 2.15	Drainage and Unpolluted Water Connections Prohibited
Title VIII, Chapter 2 Article V, Section VIII-2-5.03	Responsibility for Enforcement
Title VIII, Chapter 2, Article V, Section VIII-2-5.10	Pretreatment by Owner
Title VIII, Chapter 2, Article V, Sections VIII-2-5.11 -5.28	Specific requirements on wastewater discharge constituents.
Title VIII, Chapter 2, Article V, Sections VIII-2-5.29 - 5.30	Installation, Maintenance & Operation of Grease Control Devices
Title VIII, Chapter 2, Article V, Sections VIII-2-5.34 - 5.44	Specific requirements on customer wastewater discharge permits & reports
Title VIII, Chapter 2, Article V, Section VIII-2-5.48	Power to Inspect
Title VIII, Chapter 2, Article V, Sections VIII-2-5.49 - 5.50	Correction of Violations, Collection of Costs, Injunction & Civil Penalties
Title VIII, Chapter 2, Article XI, Section 11.01	Design Standards
Title VIII, Chapter 2, Article XII, Section 12.05	Violation Unlawful

Title VIII, Chapter 2, Article XII, Section 12.06	Termination of Service and Disconnection of Facilities
Title VIII, Chapter 2, Article XIII, Section 13.01	Maintenance by City
Title VIII, Chapter 2, Article XIII, Section 13.02	Maintenance by User

In addition, the City's agreement with the San Jose/Santa Clara Water Pollution Control Plant (WPCP) allows the City to discharge Milpitas sewage into the WPCP for treatment and disposal. WPCP Source Control Inspectors issue Industrial Wastewater Discharge Permits, perform inspections, and monitor effluent quality. The Milpitas sewer collection system is considered to be a tributary agency to the WPCP.

4 OPERATION & MAINTENANCE PROGRAM

Element

4

The City operates and maintains its sewer collection system effectively. Fundamentals of the Operation and Maintenance Program (O&M) include asset mapping, prevention activities, replacement plan and financing, training, and parts inventory. These fundamentals are described in more detail in this section.

SWRCB Requirements:

The Sewer System Management Plan (SSMP) must include those elements listed below that are appropriate and applicable to the Enrollee's system:

A. Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes, and applicable stormwater conveyance facilities;

B Describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventive Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;

C. Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system of ranking the condition of the sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacements plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan;

D. Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained; and

E. Provide equipment and replacement part inventories, including identification of critical replacement parts.

RWQCB Requirements

- Collection System Map – Each wastewater collection system agency shall maintain up-to-date maps of its wastewater collection system facilities.
- Resources and Budget - Each wastewater collection system agency shall allocate adequate resources for the operation, maintenance, and repair of its collection system.
- Prioritized Preventive Maintenance – Each wastewater collection system agency shall prioritize its preventive maintenance activities.
- Scheduled Inspections and Condition Assessment - Each wastewater collection system agency shall identify and prioritize structural deficiencies and implement a program of prioritized short-term and long-term actions to address them.
- Contingency Equipment and Replacement Inventories - Each wastewater collection system agency shall provide contingency equipment to handle emergencies, and spare/replacement parts intended to minimize equipment/facility downtime.

RWQCB Requirements (cont.)

- Training – Each wastewater collection system agency shall provide training on a regular basis for its staff in collection system operations, maintenance, and monitoring.
- Outreach to Plumbers and Building Contractors – Implement an outreach program to educate commercial entities involved in sewer construction or maintenance about the proper practices for preventing blockages in private laterals. This requirement can be met by participating in a region-wide outreach program.

4.1 Collection System Maps

Requirement:

A. Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable storm-water conveyance facilities.

The sanitary sewer system service area lies entirely within the City of Milpitas. Appendix E shows an up-to-date map of the City's sewer system, including gravity and pressure pipes, valves, manholes, pump stations and siphons. The City Geographical Information System (GIS) system map the sanitary sewer information, such as pipe location, diameter, material, condition, and length. The GIS also contains base information such as streets and parcels. The City's sewer plat maps are generated directly from the GIS. The Engineering, Public Works, and Information Technology Departments maintains up-to-date information of the GIS system. The sanitary sewer collection system includes over 179 miles of sewer mains, two force mains, and two pump stations. The City's storm system is completely separate from the sanitary sewer system; a map is included in or Appendix H. The following maps can be found in this plan:

Appendix F	Sanitary Sewer Pipe Ages Map
Appendix G	Sanitary Sewer Pipe Materials Map
Appendix H	Storm Drain Facilities Map

Requirement:

B. Describe routine preventive operation & maintenance activities by staff & contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning & maintenance targeted at known problem areas. The Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders.

4.2 Preventive Maintenance

A good preventive maintenance program is an important component in keeping a system in good repair and preventing excessive infiltration/inflow (I/I), service interruptions, and system failures, which can result in SSOs. A preventive maintenance program also protects the capital investment in the collection

system. Preventative maintenance is documented in our computerized maintenance management system by the maintenance crew and maintained by the Public Works Manager for Utilities. (see Appendix P)

The City's preventive maintenance activities include the following:

- Scheduled weekly cleaning for high problem areas or areas with frequent stoppages. Other areas, with more moderate frequency problems, receive cleaning on a monthly or 6-month schedule. And low frequency areas, the remainder of the City receive sewer line cleaning on a 24-month basis.

- Proactively repair or replace problem areas with structural deficiencies in the City's CIP (see Element 8.3 for additional discussion).

- Root control in areas that are known to have recurring SSOs or premature structural damage due to root intrusion. Root foaming is performed by the newly equipped Vactor Truck

- Investigate and resolve customer complaints upon notification, 24 hours a day.

- Periodic cleaning of force mains to maintain pump station efficiency and prevent backups.

- Keep maintenance activity records to support appropriate analysis and reporting.

- Weekly cleaning of one problem siphon and quarterly cleaning of all other siphons.

4.3 Rehabilitation & Replacement Plan

Requirement:

C. Develop a rehabilitation & replacement (R/R) plan to identify & prioritize system deficiencies & implement short- & long-term rehab actions to address each deficiency. Program should include regular visual & TV inspections of manholes, sewer pipes, and a system for ranking the condition of sewer pipes & scheduling rehabilitation. R/R should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. R/R should include a Capital Improvement Plan addressing proper management and protection of the infrastructure assets. Include a time schedule for implementing short- & long-term plans plus a schedule for developing the funds needed for Capital Improvement Plan.

The City hired HydroScience to create a new Sewer Master Plan in 2020. The Sewer Master Plan developed a Capital Improvement Program based on current (2020) and future (2040) planning horizons, a condition assessment consisting, CCTV inspection, hydraulic modeling, risk analysis, and pump station inspection. The Sewer System Replacement Project has been included in the CIP in anticipation of those results. See Element 8.3 for more discussion on the Capital Improvement Program. A systematic inspection program is one component for keeping a system in good repair and preventing excessive I/I, service interruptions, and system failures, which can result in SSOs.

The City's inspection activities include the following:

- Routine inspections of the collection system facilities, including siphons, frequently clogged locations, and pump stations.
- Inspections based on customer complaints and/or SSOs.
- Periodic flow monitoring for capacity analysis.

- Condition assessments based on pipe age.
- Maintenance of records to support appropriate analysis and reporting.
- CCTV on program basis to conduct asset management assessment and rating/ranking pipes according to PACP and investigate complaints.
- Focus on risk management, including higher risk areas in close proximity to waterways, flows, and impact to public health and the environment.

Construction on the City's Main Lift Station Replacement project was completed in Spring 2009. This station serves the entire City and has a wet weather capacity of 45 mgd. At the beginning of the project the design team prepared a Functionality and Operation Report (Winzler and Kelly November 7, 2005).

Functional requirements were developed for each process, including the comminutors, pump selection, wet well design, valve vault, force main, control building and garage, wet well ventilation, odor control, electrical system, instrumentation and controls, on-site SCADA and communications, site improvements and cathodic protection.

Rehabilitation of the Venus Pump Station was completed in March 2009. This small satellite station serves about 1,200 homes. The work includes sandblasting and coating the wet well, replacement of pumps, control panel and access hatch, installation of alarms and a manual electric transfer switch.

Funding

The City's sewer utility is a self-supporting enterprise. Revenues derived from sewer rates and other sources, including reserves, must be sufficient to cover all operating and capital expenditures each year. The City aims to balance its budgets each year. Fund reserves generated in surplus years are typically used to make up any revenue shortfalls in deficit years.

The City has evaluated several aspects of the sanitary sewer system's fiscal needs. The Sewer Master Plan has identified pipe deficiencies and treatment capacity shortfalls that must be mitigated to meet build-out conditions. The Utility Depreciation Study identified the age and materials of the collection system and established a long-term replacement schedule. The Financial Utility Master Plan incorporated the proposed Master Plan projects and replacement needs and developed a cash flow scenario for a 20-year period. The City of Milpitas has demonstrated its commitment to provide and operate a functional sewer collection system with sufficient capacity monitoring, measurement & program modifications.

The City's rate structure conforms to the State Water Resources Control Board (SWRCB) revenue program guidelines that require each customer or class to pay sewer rates in proportion to the cost of service received. Milpitas customer rates are allocated based on estimated wastewater flows and strengths. Sewer rates are adopted by City Council via ordinance. The sewer section derives funding from the sewer enterprise fund, which includes the user rate structure (Sewer Fund) and developer hookup fees (Sewer Treatment Plant) and Sewer Bond.

Sewer Infrastructure Fund: Monies set aside to replace aging infrastructure for sewer related projects.

Sewer Fund: Enterprise fund which receives revenue from sewer rates for sewer related improvements.

Sewer Treatment Fund: Funded from fees collected from developers connecting to the Sewer System. Funds restricted for sewer related projects.

Sewer Bond: Bond is a debt security issued to finance capital expenditures including the sewer system. Restricted use.

Expenses typically fall into four categories: City operations, City capital improvements, WPCP operations, or WPCP capital improvements. The Milpitas City Council has established target reserve levels for the Sewer Fund.

4.4 Training Schedule

Requirement:

D. Provide training on a regular basis for staff in sanitary sewer system operations & maintenance, and require contractors to be appropriately trained.

The City's utility maintenance crew members attend sanitary sewer maintenance training on a regular basis. This training includes topics such as equipment operation and repair, spill volume identification, and OERP and SSMP review.

In addition to in-house training, personnel also attend available webinar training, seminars, and other sewer system operations and maintenance training conducted by outside providers. On-going training logs and back up training documentation are housed in the Public Works Department new database software which includes safety, system maintenance and updates on regulatory compliance and maintenance issues, personal protective equipment, vehicle safety, hydro-flushing equipment, and confined space training. Public Works evaluates all job classifications and maintains a matrix of which job classifications require which training classes.

4.5 Equipment & Replacement Inventories

Requirement:

E. Provide equipment and replacement part inventories, including ID of critical replacement parts.

Equipment is kept in inventory to minimize equipment/facility downtime in the event of an unplanned failure.

Critical replacement parts include for pumps, motors, pipes, and vehicles, and appropriately maintained emergency response equipment and accessories to allow utility maintenance crews to effectively respond to incidents and efficiently perform routine maintenance. Without an adequate inventory of replacement parts, the City may experience high volume and/or extended overflow events in the event of a breakdown or malfunction. The City has a dedicated back-up generator at the Main Lift Station. The City can obtain equipment and material from the vendors, contractors, and other agencies listed in Appendix N. in the event of a large-scale failure.

5 DESIGN & PERFORMANCE PROVISIONS

Element

5

SWRCB Requirements:

A. Design and construction standards and specifications for the installation of new sanitary sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems.

B. Procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

RWQCB Requirements:

Each wastewater collection system agency shall identify procedures and standards for inspecting and testing the installation of new sewers, pump stations, and other appurtenances; and for rehabilitation and repair projects.

5.1 Design & Construction

The City has standards for design installation, rehabilitation and repair, inspection, and testing of new and rehabilitated facilities in the following documents.

Engineering Plans and Map Procedures and Guidelines, Section VIII – (see Appendix J)

Standard Specifications for Sanitary Sewers – (see Appendix K)

Standard Drawings – (see Appendix L)

These Standards are available as hard copy documents and on the City's web page.

6 OVERFLOW EMERGENCY RESPONSE PLAN

Element

6

SWRCB Requirements:

Each enrollee shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

A. Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;

B. A program to ensure an appropriate response to all overflows;

C. Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, Regional Water Boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the MRP. All SSOs shall be reported in accordance with this MRP, the CA Water Code, other State Law, and other applicable Regional Water Board WDRs or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification;

D. Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;

E. Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and

F. A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to Waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.

RWQCB Requirements:

The collection system agency must develop an overflow emergency response plan (OERP) that provides procedures for SSO notification, response, reporting, and impact mitigation. The response plan should be developed as a stand-alone document and summarized in the SSMP.

Each wastewater collection system agency shall develop an overflow emergency response plan with the following elements:

- Notification – Provide SSO notification procedures.
- Response – Develop and implement a plan to respond to SSOs.
- Reporting – Develop procedures to report and notify SSOs per SSO Monitoring and Reporting Program.
- Impact Mitigation – Develop steps to contain wastewater, to prevent overflows from reaching surface waters, and to minimize or correct any adverse impact from SSOs.

The City's overflow emergency response plan (OERP) is divided into sections, as follows:

1. Purpose
2. Policy
3. Definitions as used in the OERP
4. Regulatory Requirements for OERP Element of SSMP
5. Goals
6. SSO Detection and Notification
7. SSO Response Procedures
8. Recovery and Cleanup
9. Water Quality
10. Sewer Backup Into/Onto Private Property Claims Handling Procedure
11. Notification, Reporting, Monitoring, and Recordkeeping Requirements
12. Post SSO Event Debriefing
13. Failure Analysis Investigation
14. SSO Response Training
15. High Priority Access
16. Authority
17. References

Objectives of the City's OERP are to protect public health and the environment, satisfy regulatory agency requirements, and minimize risk of enforcement actions against the City. Additional objectives include providing appropriate customer service and protecting City personnel, the collection system and facilities, and private and public property.

SSO Categories:

CATEGORIES	**DEFINITIONS**
CATEGORY 1	Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that: • Reach surface water and/or reach a drainage channel tributary to a surface water; or • Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
CATEGORY 2	Discharges of untreated or partially treated wastewater of 1,000 gallons or greater resulting from an enrollee's sanitary sewer system failure or flow condition that do not reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.
CATEGORY 3	All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
PRIVATE LATERAL SEWAGE DISCHARGE (PLSD)	Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be voluntarily reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.

The City significantly revised its "Overflow Emergency Response Plan" in 2016 (Appendix C). An entire copy of the re-certified SSMP and OERP are available in each utility maintenance vehicle and utility standby vehicle, which includes a copy of the SOP for field response. Vehicles are also equipped with an SSO Response Envelope. All Maintenance Crew and Standby Crew have been properly trained in responding to an SSO and have been made aware the procedures of the City's SOPs and trained on the Overflow Emergency Response Plan.

The purpose of the OERP is to ensure that City personnel follow established guidelines in responding, relieving, cleaning and decontaminating sanitary sewer overflows and backups which may occur within the City service area in order to safeguard public health and the environment. The OERP also includes guidelines so that notification and reporting is made to the appropriate local, state and federal authorities. The Public Works Manager for Utilities has primary responsibility to ensure that the City responds appropriately and all notifications are made. In the event of his/her absence, the Deputy Public Works Director or the Public Works Director are the legally responsible officials (LRO) for reporting to the applicable regulatory agencies. The reporting LRO is also responsible for notifying other LROs on SSO clean up and reporting status.

OERP Sections 6, 7, 8 and 9 detail response procedures from detection and initial notification through field response and internal reporting and water quality. Summarized subsections are listed below and include the following:

- Public Observation
  - Public observation is the most common way that the City is notified of blockages and spills. Contact numbers and information for reporting sewer spills and backups are in the phone book and on the City's website: www.ci.milpitas.ca.gov. The City's telephone number for reporting sewer problems is (408) 586-2600. After hours callers are directed to call Police Dispatch at (408) 586-2400 or 911.

- City Staff Observation
  - City staff conduct periodic inspections of its sewer system facilities as part of their routine activities. Any problems noted with the sewer system facilities are reported to appropriate City staff that, in turn, respond to emergency situations. Work orders are issued to correct non-emergency conditions.

- Contractor Observation
  - Procedures to be followed in the event that a contractor/plumber causes or witnesses a Sanitary Sewer Overflow.

- Safety
  - The Maintenance Crew is responsible for following safety procedures at all times. Special safety precautions must be observed when performing sewer work to protect and restore public health, environment, and property from sewage spill events.
  - There may be times when City Staff responding to a sewer system event are not familiar with potential safety hazards for that particular sewer task. In such cases, it would be appropriate to call the Public Works Manager for Utilities to discuss and identify hazards, discuss safety issues, consider the order of work, and check safety equipment before starting the job. If appropriate, the Public Works Manager for Utilities may decide to call out more experienced personnel or respond to the site.

- Initial Response, Containment, and Restore Flow
  - Initial Response - All sanitary sewer system calls require a response to the reported location of the event in an attempt to minimize or eliminate an overflow. The first responder must arrive at the site of the reported problem immediately and visually check for potential sewer stoppages or overflows.

        - It is the goal of the City to respond to an SSO within 30 minutes of the first call during regular business hours (Monday thru Friday between 7:00 am and 5:00 pm), and within 60 minutes after hours and during weekends and holidays.
        - Maintenance Crew /First Person at SSO site Role is to:
        - Identify and clearly assess the affected area and extent of spill and note arrival time at spill site.
        - Establish traffic and crowd perimeters and control zones with traffic cones, barricades, vehicles, or terrain.
        - Document conditions upon arrival with photographs.
        - Promptly notify the LRO in the event of a Category 1 or 2 SSO or when the spill appears to be large, in a sensitive area, or there is doubt regarding the extent, impact, or how to proceed.
        - Contain and control the sewage discharged to the maximum extent possible.
        - Make every effort to prevent the discharge of sewage into waterways.
        - Restore the flow as soon as practicable and contact the caller for additional information.
        - Return the spilled sewage to the sewer system.
        - Restore the area to its original condition (or as close as possible).
    - <u>Containment</u> - Decide whether to proceed with clearing the blockage to restore the flow or to initiate containment measures.
        - The guidance for this decision is:
            - Small Spills (less than 50 gallons) – proceed with clearing the blockage.
            - Moderate spill where containment is anticipated to be simple (greater than 50 gallons to 999 gallons) – proceed with containment measures.
            - Large spills where containment is anticipated to be difficult (greater than 1000 gallons) – proceed with clearing the blockage however, call the Public Works Manager for Utilities for additional assistance after 15 minutes if unable to clear the blockage and implement containment measures.
        - The Maintenance Crew/First Person at the SSO site should also attempt to contain as much of the spilled sewage using the following steps:
            - Determine the immediate destination of the overflowing sewage.
            - Plug storm drains using air plugs, sandbags, and/or plastic mats to contain the spill, whenever appropriate. If spilled sewage has made contact with the storm drainage system, attempt to contain the spilled sewage by plugging downstream storm drain facilities.
    - <u>Restore Flow</u> - Attempt to remove the blockage from the system and observe the flows to ensure that the blockage does not recur downstream.
        - If blockage cannot be cleared within a reasonable time (15 minutes), or the sewer facility requires construction repairs to restore flow, then initiate containment and/or bypass pumping. If assistance is required, immediately contact the Public Works Manager, other employees, contractors, and equipment suppliers.

- PLSDs: The enrollee is strongly encouraged to notify Cal OES of discharges greater than or equal to 1,000 gallons of untreated or partially treated wastewater that result or may result in a discharge to surface water resulting from failures or flow conditions within a privately owned sewer lateral or from other private sewer asset(s) if the enrollee becomes aware of the PLSD. If a PLSD is recorded in the CIWQS Online SSO Database, the enrollee must identify the sewage discharge as occurring and caused by a private sanitary sewer system asset and should identify a responsible party (other than the enrollee), if known. Certification of PLSD reports by enrollees is not required.

- SSO Volume Estimation, Estimating of Recovery Volume of Spilled Sewage
    - A variety of approaches exist for estimating the volume of a sanitary sewer spill. It should be noted that the person preparing the estimate should use the method most appropriate to the sewer overflow in question and use the best information available. Three commonly used methods are detailed in the OERP and include:
        - Eyeball Estimation Method
        - Volume estimation: Duration and Flow Rate Comparison Method
        - Upstream Lateral Connections Method

- SSO Start Time – The start time is sometimes difficult to establish. Below are suggestions for determining spill start times:

    - Nearby Witnesses: Witnesses can be used to establish start time. Contact and interview the reporting party, nearby residents, business owners or any witnesses that may have observed the incident. Inquire as to their observations. Spills that occur in public right of way are usually observed and reported promptly. Spills that occur out of the public view can go on longer. Sometimes, observations like odors or sounds (e.g. water running in a normally dry creek bed) can be used to estimate the start time.
    - Site Conditions: Conditions at the spill site change over time. Initially there will be limited deposits of toilet paper and other sewage solids. After a few days to a week, the sewage solids form a light-colored residue. After a few weeks to a month, the sewage solids turn dark. The quantity of toilet paper and other materials of sewage origin increase over time. These observations can be used to estimate the start time in the absence of information. Taking photographs to document the observations can be helpful if questions arise later in the process.
    - Accounting for Flow Variations: It is important to remember that spills may not be continuous. Blockages are not usually complete (some flow continues). In this case the spill would occur during the peak flow periods (typically 10:00 to 12:00 and 13:00 to 16:00 each day). Spills that occur due to peak flows in excess of capacity will occur only during and for a short period after heavy rainfall.
    - Spill Volume/Flowrate: Start time can be calculated using estimated flowrate and estimated spill volume. City Staff will use the Milpitas Manhole Flowrate Chart (see Appendix Q) to estimate the flow rate and to estimate the spill volume using approved methodology (see E.2 Measured Volume). The start time then is calculated by using both the estimated flow rate and the estimated spill volume.

- SSO Stop Time - The stop time is usually much easier to establish. The stop time is determined when field crews confirm that the SSO has stopped. This typically is the time when the blockage has been removed.

- Clean-up and Public Notification
    - Clean-up – Clean-up and disinfection procedures will be implemented to reduce the potential for human health issues and adverse environmental impacts that are associated with an SSO event. The procedures described are for dry weather conditions and will be modified as required for wet weather conditions. Where clean-up is beyond the capabilities of the City Maintenance/Standby Crew, a clean-up contractor will be used. Types of areas to be cleaned include private property, hard surface areas, landscape and unimproved natural vegetation, and natural waterways.
    - Public Notification – Post “Raw Sewage” signs and place barricade/cones with caution tape to keep vehicles and pedestrians away from contact with spilled sewage. Do not remove the signs until directed by the Santa Clara County Health Department.

        - Creeks and streams that have been contaminated as a result of an SSO will have signs posted at visible access locations until the risk of contamination has subsided to acceptable levels.
        - Warning signs, once posted, will be inspected every day to ensure that they are still in place.
        - Major spills may warrant broader public notice. The Public Works Director will authorize contact with local media when significant areas may have been contaminated by sewage.

- Water Quality Sampling and Testing
    - Water quality sampling and testing is required for Category 1 SSOs of 50,000 gallons or greater to determine the extent and impact of the SSO. The water quality sampling procedures must be implemented within 48 hours and include the following:
        - The first responders will collect samples as soon as possible after the discovery and mitigation of the SSO event.
        - The water quality samples will be collected from upstream of the spill, from the spill area, and downstream of the spill in flowing water (e.g. creeks). The water quality samples will be collected near the point of entry of the spilled sewage.
        - The samples shall then be brought to the City's currently contracted lab for analysis.

- Water Quality Monitoring Requirements

To comply with subsection D.7(v) of the SSS WDRs, the enrollee shall develop and implement an SSO Water Quality Monitoring Program to assess impacts from SSOs to surface waters in which 50,000 gallons or greater are spilled to surface waters. The SSO Water Quality Monitoring Program, shall, at a minimum:

1. Contain protocols for water quality monitoring.

2. Account for spill travel time in the surface water and scenarios where monitoring may not be possible (e.g. safety, access restrictions, etc.).

3. Require water quality analyses for ammonia and bacterial indicators to be performed by an accredited or certified laboratory.

4. Require monitoring instruments and devices used to implement the SSO Water Quality Monitoring Program to be properly maintained and calibrated, including any records to document maintenance and calibration, as necessary, to ensure their continued accuracy.

5. Within 48 hours of the enrollee becoming aware of the SSO, require water quality sampling for, at a minimum, the following constituents: i. Ammonia ii. Appropriate Bacterial indicator(s) per the applicable Basin Plan water quality objective or Regional Board direction which may include total and fecal coliform, enterococcus, and e-coli.

OERP Sections 10, 11, 12 and 13 detail response procedures from private property claims, record keeping requirements, SSO event debriefing and failure analysis investigation.

- Sewer Backup Into/Onto Private Property Claims Handling Procedure
    - It is the procedure of the City that a claims form shall be offered to anyone wishing to file a claim. The following procedures will be observed for all sewer overflows/backups into/onto private property:
        - City Maintenance/Standby Crew will offer a City claim form whenever it is possible that the sanitary sewer backup may have resulted from an apparent blockage in the City-

owned sewer lines or whenever a City customer requests a claim form. The claim may later be rejected if subsequent investigations into the cause of the loss indicate the City was not at fault.

- It is the responsibility of the Maintenance/Standby Crew to gather information regarding the incident and notify the Public Works Maintenance Manager for Utilities or his/her designee.
- It is the responsibility of the Risk Manager or his/her designee to review all claims and to oversee the adjustment and administration of the claim to closure.

- Notification, Reporting, Monitoring, and Recordkeeping Requirements
  - In accordance with the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (SSS GWDRs), the City of Milpitas maintains records for each sanitary sewer overflow. Records include:
    - Documentation of response steps and/or remedial actions
    - Photographic evidence to document the extent of the SSO, field crew response operations, and site conditions after field crew SSO response operations have been completed. The date, time, location, and direction of photographs taken will be documented.
    - Documentation of how any estimations of the volume of discharged and/or recovered volumes were calculated including all assumptions made.
  - Regulator Required Notifications and Complaint Records are detailed in the OERP and include:

ELEMENT	**REQUIREMENT**	**METHOD**
NOTIFICATION	Within two hours of becoming aware of any Category 1 SSO greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number. Following the initial notification to Cal OES and until such time that an enrollee certifies the SSO report in the CIWQS Online SSO Database, the enrollee shall provide updates to Cal OES regarding substantial changes to the estimated volume of untreated or partially treated sewage discharged and any substantial change(s) to known impact(s).	Call Cal OES at: (800) 852-7550
REPORTING	Category 1 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date. • Category 2 SSO: Submit draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date. • Category 3 SSO: Submit certified report within 30 calendar days after the end of calendar month in which SSO occurs. • SSO Technical Report: Submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters. • "No Spill" Certification: Certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred. • Collection System Questionnaire: Update and certify every 12 months.	Enter data into the CIWQS Online SSO Database (http://ciwqs.waterboards.ca.gov/), certified by enrollee's Legally Responsible Official(s).

WATER QUALITY MONITORING	Conduct water quality sampling within 48 hours after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.	Water quality results are required to be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.
RECORD KEEPING	SSO event records. • Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP. • Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters. • Collection system telemetry records if relied upon to document and/or estimate SSO Volume.	Self-maintained records shall be available during inspections or upon request.

- Post SSO Event Debriefing
  - Every SSO event is an opportunity to evaluate the City response and reporting procedures. Each overflow event is unique, with its own elements and challenges including volume, cause, location, terrain, climate, and other parameters.
  - As soon as possible after Category 1 and Category 2 SSO events all of the participants, from the person who received the call to the last person to leave the site, will meet to review the procedures used and to discuss what worked and where improvements could be made in preventing or responding to and mitigating future SSO events. The results of the debriefing will be documented and tracked to ensure the action items are completed as scheduled.

- Failure Analysis Investigation
  - The objective of the failure analysis investigation is to determine the "root cause" of the SSO and to identify corrective action(s) needed that will reduce or eliminate future potential for the SSO to recur or for other SSOs to occur. The investigation will include reviewing all relevant data to determine appropriate corrective action(s) for the line segment. The investigation will include:
    - Reviewing and completing the Sanitary Sewer Overflow Report (in Appendix B and Appendix C) and any other documents related to the incident
    - Reviewing the incident timeline and other documentation regarding the incident
    - Reviewing communications with the reporting party and witness
    - Reviewing volume estimate, volume recovered estimate, volume estimation assumptions and associated drawings
    - Reviewing available photographs
    - Interviewing staff that responded to the spill
    - Reviewing past maintenance records
    - Reviewing past CCTV records,
    - Conducting a CCTV inspection to determine the condition of all line segments immediately following the SSO and reviewing the video and logs,
    - Reviewing any Fats, Oils, Roots and Grease (FROG) related information or results
    - Post SSO debrief records
    - Interviews with the public at the SSO location

  - The product of the failure analysis investigation will be the determination of the root cause and the identification and scheduling of the corrective actions.

OERP Section 14 details response procedures for **SSO response training** and includes the following:

- **Initial and Annual Refresher Training**
  All City personnel who may have a role in responding to, reporting, and/or mitigating a sewer system overflow will receive training before they are placed in a position where they may have to respond. Training of new personnel include shadowing with current personnel, experienced in responding to an SSO, before they are released to respond as a first person at a possible SSO event. Current employees receive annual refresher training and as needed on this plan and the procedures to be followed.
- **SSO Response Drills**
  Periodic training drills will be held to ensure that employees are up to date on the procedures, the equipment is in working condition, and the required materials are readily available. The training drill should cover scenarios typically observed during sewer related emergencies (e.g. mainline blockage, mainline failure, force main failure, pump station failure, and lateral blockage). The results and the observations during the drills should be recorded and action items should be tracked to ensure completion.
- **SSO Training Record Keeping**
  Records will be kept of all training that is provided in support of this plan. The records for all scheduled training courses and for each overflow emergency response training event will include date, time, content, name of trainer(s), and name of attendees.
- **Contractors Working on City Sewer Facilities**
  All contractors working on City sewer facilities will be contractually required to develop a project-specific Emergency Overflow Response Plan. All contractor personnel will be required to receive training in the contractor

Record Keeping

The following records shall be maintained by the enrollee for a minimum of five (5) years and shall be made available for review by the Water Boards during an onsite inspection or through an information request:

1. General Records: The enrollee shall maintain records to document compliance with all provisions of the SSS WDRs and this MRP for each sanitary sewer system owned including any required records generated by an enrollee's sanitary sewer system contractor(s).

2. SSO Records: The enrollee shall maintain records for each SSO event, including but not limited to: i. Complaint records documenting how the enrollee responded to all notifications of possible or actual SSOs, both during and after business hours, including complaints that do not result in SSOs.

Each complaint record shall, at a minimum, include the following information:

a. Date, time, and method of notification.
b. Date and time the complainant or informant first noticed the SSO.
c. Narrative description of the complaint, including any information the caller can provide regarding whether or not the complainant or informant reporting the potential SSO knows if the SSO has reached surface waters, drainage channels or storm drains.
d. Follow-up return contact information for complainant or informant for each complaint received, if not reported anonymously.
e. Final resolution of the complaint.

ii. Records documenting steps and/or remedial actions undertaken by enrollee, using all available information, to comply with section D.7 of the SSS WDRs. iii. Records documenting how all estimate(s) of volume(s) discharged and, if applicable, volume(s) recovered were calculated.

3. Records documenting all changes made to the SSMP since its last certification indicating when a subsection(s) of the SSMP was changed and/or updated and who authorized the change or update. These records shall be attached to the SSMP.

4. Electronic monitoring records relied upon for documenting SSO events and/or estimating the SSO volume discharged, including, but not limited to records from: i. Supervisory Control and Data Acquisition (SCADA) systems ii. Alarm system(s) iii. Flow monitoring device(s) or other instrument(s) used to estimate wastewater levels, flow rates and/or volumes.

See Appendix C: City of Milpitas Overflow Emergency Response Plan 2021.

7 FOG CONTROL PROGRAM

Element

7

SWRCB Requirements:

Fats, Oils, and Grease (FOG) Control Program: Each enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the Enrollee must provide justification for why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:

A. An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
B. A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
C. The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;
D. Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
E. Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;
F. An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and
G. Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.

RWQCB Requirements:

Each wastewater collection system agency shall evaluate its service area to determine whether a FOG control program is needed. If so, a FOG control program shall be developed as part of the Sewer System Management Plan (SSMP). If an agency determines that a FOG program is not needed, the agency must provide justification for why it is not needed.

Fats, oil, and grease (FOG) is a common cause of sewer system blockages that could result in SSOs. The City's Building Department and FOG Inspection Program works to insure restaurants have properly sized and properly maintained grease removal devices. Restaurants may be required to subscribe to a tallow service. In addition, the City has provided outreach materials for residents.

The City has evaluated its SSOs and found that over the past five years, only six (6) SSOs resulted from FOG and were non-reoccurring. These data are shown in Table 9-1 in Element 9.

7.1 Outreach

Requirement:

A. An implementation plan and schedule for a public education outreach promoting proper disposal of FOG.

The City periodically provides outreach to the community through a variety of methods, including educational information via the City's website and social media. Regional efforts result in articles in the area newspapers and radio spots to promote proper disposal of FOG. The City provides outreach to private sewer systems on proper operation and maintenance to prevent SSOs. The DES extends outreach to the City's restaurants, the largest contributors of FOG. This includes Grease Management Best Management Practices (6 fact sheets – Grease Trap Maintenance, Grease Interceptor Maintenance, Maintenance Documentation, Power-Operated Grease Removal Devices, Chemicals, Enzymes and Bacteria, Vapor/Ventilation Hood Cleaning, and a poster – Managing Fats, Oils, & Grease, "It's Easier Than You Think"). Additionally, outreach material is available at the Building Department to plumbers and contractors to assist in the prevention of SSOs.

7.2 FOG Disposal

Requirement:

B. A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area.

Fats, oils, and grease from non-residential sites can be disposed of:

A. Hauled by tallow companies;

B. Hauled by other licensed companies (possible component for bio-diesel fuel);

C. WPCP is investigating the conversion of an existing facility to accept FOG. This may be a possible future option.

7.3 Legal Authority

Requirement:

C. The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG.

The Milpitas Municipal Code, Title VIII, Chapter 2 (see Appendix D) governs dischargers' use of grease traps and digesters and regulates the discharge of illegal materials. Section 5.16 prohibits grease, oils, and fats discharge into the sanitary sewer, and Section 5.29 discusses installation and maintenance of oil

and grease removal devices. Sections 5.03 and 5.50 identify the City Engineer and WPCP Director as having enforcement authority.

7.4 Grease Removal Devices

Requirement:

D. Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements.

The City of Milpitas has adopted discharge limits for fats, oils, and grease into the sanitary sewer system. The Milpitas Building Department requires food service facilities to obtain approval for the grease interceptor size prior to issuance of building permits. Building Department staff determines the requirements for grease removal devices (GRD). The size and type of GRD required is determined based upon the facility's potential for discharging grease in the wastewater. The size of the restaurant, the cooking and cleaning equipment installed, and the number of meals served, are some of the factors considered in order to determine the standard required GRD size. Requirements range from a small grease trap beneath the pot sink to a large in-ground grease interceptor.

Staff may discuss Best Management Practices (BMPs) to restaurant representatives during the plan check, including kitchen practices to minimize the discharge of grease into the sewer system, maintenance tips for grease traps and interceptors, and record keeping requirements. The City Building Inspectors and FOG Program Inspectors verify the installation and connections of the GRD.

The plan review process also involves a GRD certification. This certification involves the restaurant representative signing an acknowledgement of GRD requirements. Some of the requirements acknowledged in the certification is the minimum acceptable cleaning frequency for the type of GRD being required, an onsite maintenance schedule, cleaning instructions, and cleaning records and receipts

7.5 Restaurant Inspections

Requirement:

E. Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;

The City's Ordinance, found in the Milpitas Municipal Code, Title VIII, Chapter 2, Section 5.48 (Appendix D) grants the City Engineer and the FOG Program the right to access all properties for the purpose of inspection. The FOG Program staff inspects all restaurant and other food service facilities. Their initial inspection includes determining if the restaurant generates grease, if there is a GRD in place, and reviewing the cleaning records for the GRD, as well as practices used to clean floor mats, vent hoods, and outside areas. Enforcement actions are taken against any restaurant that does not clean their GRD at the minimum set frequency (monthly for grease traps and quarterly for grease interceptors) or keep 3 years of cleaning records. Facilities generating grease are re-inspected periodically (every one to three years), depending on the number of areas of concern observed during the inspection. BMPs are distributed to restaurant operators during the inspections, as appropriate, including the kitchen practices to minimize the discharge of grease into the sewer system, maintenance tips for grease trap and interceptors, and record

keeping requirements. Additionally, County Health conducts regular inspections of food facilities, which are helpful to ensure continuing compliance to Program requirements.

To assist businesses to comply, the FOG Inspectors provide various brochures and booklets such as "Good Practices to Protect Our Creeks and Bay – Guidelines for Restaurants, Grocery Stores, Cafeterias, Bakeries and Delicatessens," posters on "Good Cleaning Practices". Some of these items are available in multiple languages for those individuals where English is not the primary language. The FOG Program staff believe that education is the key to compliance and works with businesses to this end. If a higher level of enforcement is necessary, the Milpitas Municipal Code authorizes the City to terminate or revoke permits, impose civil penalties, issue citations, and take action by the City Attorney.

7.6 Sanitary Sewer System FOG Blockages

Requirement:

F. An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section.

The Public Works Maintenance Division follows a preventative maintenance schedule for areas of the sewer systems that have experienced problems with FOG or other blockages. Preventative maintenance consists of flushing or jetting sewers that accumulate sediment or grease on a weekly and quarterly basis. Between frequent flushing of the lines in targeted areas and the FOG Inspectors conducting inspections, including follow up visits when necessary, the City of Milpitas implements effective source control measures to minimize blockages, and subsequently reduce the quantity of SSOs as is expressed in our SSO history.

7.7 FOG Source Control Measures

Requirement:

G. Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in F above.

Source control is an effective method to minimize FOG in the sanitary sewer collection system. The City of Milpitas has implemented a grease trap program for restaurants, which are the largest potential FOG source. In addition, outreach materials are periodically distributed to residents and published for general circulation.

8 SYSTEM EVALUATION & CAPACITY ASSURANCE PLAN

Element

8

SWRCB Requirements:

Prepare and implement a CIP that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the plan must include:

A Evaluation: Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events;

B. Design Criteria: Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria; and;

C. Capacity Enhancement Measures: The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe sizes, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.

D. Schedule: The Enrollee shall develop a schedule of completion dates for all portions of the capital improvement program developed in (a)-(c) above. This schedule shall be reviewed and updated consistent with the Sewer System Management Plan (SSMP) review and update requirement as described in Section D.14.

RWQCB Requirements:

Capacity Assessment: Each wastewater collection system agency shall establish a process to assess the current and future capacity requirements for the collection system facilities.

System Evaluation and Capacity Assurance Plan: Each wastewater collection system agency shall prepare and implement a capital improvement plan to provide hydraulic capacity of key sewer system elements under peak flow conditions.

8.1 Capacity Assessment

Capacity assessment evaluates if adequate capacity exists in all portions of the collection system and that downstream portions that will receive wastewater from new connections can handle additional flow. Prepared capacity assessments include:

- The 2004 Sewer Master Plan Revision was completed in August 2004 (Raines, Melton & Carella, Inc.).

- The 2009 Sewer Master Plan Update was adopted in May 2010 (RMC Water & Environment).
- The 2020 Sewer Master Plan completed in May 2021 (HydroScience Engineers).

Industry standard practice is to update or develop a new Sewer Master Plan every ten years. The 2020 Sewer Master Plan Update incorporates a sound methodology to provide wastewater volume estimates based on current (2020) and future (2040) planning horizons. The methodology starts with land use zoning for each parcel and develops average base wastewater generation flows for each type of zoning. Several sites were identified as large dischargers, which are defined as those customers that discharge a disproportionately large volume of wastewater for the parcel size and use type. Large dischargers were assigned a diurnal pattern based on the original parcel land use codes. Wet-weather monitoring provided data for groundwater infiltration and rainfall-dependent infiltration/inflow estimates. The total wastewater discharge is calculated to be the sum of the base wastewater flow multiplied by a peaking factor, plus groundwater infiltration, plus rainfall-dependent infiltration/inflow. In addition, multiple scenarios were developed using assumed land use changes over time. The 2020 Sewer Master Plan Update incorporates proposed land use change scenarios, specifically, the waste flow increase from "Opportunity Areas" identified throughout the City as areas of potential growth and/or redevelopment, Main Street Gateway Plan, and Metro Specific Plan. The wastewater discharge data from these scenarios is entered into the InfoWorks ICM by Innovyze® sewer system hydraulic model to identify collection system deficiencies. Sewer system improvements, such as parallel or replacement pipes, are then recommended.

In addition to providing sufficient collection system capacity, the City of Milpitas must contract for wastewater treatment capacity. The City of Milpitas is a tributary agency to the San Jose/Santa Clara Water Pollution Control Plant (WPCP). In 2009 the City purchased 0.75 mgd capacity from Cupertino Sanitary District, bringing the total available treatment capacity to 14.25 mgd. Treatment capacity consists of four components: flow, biochemical oxygen demand (BOD), suspended solids, and ammonia. The City will monitor the discharge and procure adequate BOD treatment capacity as needed. Additional capacity can be obtained from the regional treatment plant by a number of methods including:

- Purchase additional capacity when the treatment plant is expanded.
- Purchase rights to use excess capacity held by other tributary agencies.
- Adopt mutual agreements with other tributary agencies use of excess capacity when needed.
- Pursue other regional solutions.

8.2 Capacity Enhancement Measures

Requirement:

B. Design criteria: where design criteria do not exist or are deficient, undertake the evaluation identified in (a) to establish appropriate design criteria.

Design criteria have been established in the City's Sewer Master Plan to determine estimated wastewater volume. These criteria include base wastewater flow generation factors, peak factors, groundwater infiltration, and rainfall dependent inflow.

Additional design criteria are contained in the City's *Engineering Plans and Map Procedures and Guidelines* (see Appendix J). These criteria focus on the sewer collection components and include pipe material, velocity, manhole spacing, easements, minimum diameter, and pretreatment requirements.

8.3 System Evaluation & Capacity Assurance Plan

Requirement:

C. Capacity Enhancement Measure: The steps needed to establish short- and long- term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reductions programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.

The CIP is a comprehensive five-year plan of capital improvement projects for the City of Milpitas (see Appendix I) Capital improvement projects are purchases or construction of capital assets including streets, park developments or upgrades, the acquisition of land, major construction of public facilities, and major repair/rehabilitation of City infrastructure and facilities. Only funding for current year projects is appropriated by City Council on an annual basis. Funding is projected for subsequent years for planning purposes. The CIP is reviewed annually to allow for necessary adjustments. Sewer system capital projects are generated using a variety of methods and studies.

The 2020 Sewer Master Plan (Hydroscience, May 2021) identifies improvements to the sanitary sewer system resulting from identified capacity deficiencies based upon land use, including the Metro Specific Plan, Main Street Gateway Specific Plan, and Opportunity Areas. here are several "Opportunity Areas" identified throughout the City as areas of potential growth and/or redevelopment. Provided below in Table 8-1 is a proposed budget and schedule for the CIP and recommended projects over 20-years in 5-year increments. The most critical projects are scheduled for earlier implementation. It is noted that the timing of projects can be adjusted based on results of CCTV and future operating conditions.

Table 8-1: Proposed CIP Schedule and Budget

Projects	5-Year (2021-2025)	10-Year (2026-2030)	15-Year (2031-2035)	20-Year (2036-2040)
Existing Projects				
6124 Pump Station Rehabilitation Program	$200,000[1]	--	--	--
6126 Minor Sewer Projects	$200,000[2]	--	--	--
6130 Main Lift Station Odor Emissions Control	$200,000	--	--	--
6131 Sanitary Sewer Cathodic Protection Improvements	$500,000	--	--	--
6134 On-Call Sewer Maintenance & Repair Services	$98,000	--	--	--
Total Existing Projects	**$1,198,000**	**--**	**--**	**--**
Proposed Projects				
CCTV large diameter and high-risk assets	$400,000	--	--	--
Highest Priority Improvements	$1,562,000	--	--	--
Medium- to High- Priority Improvements	$5,266,000	$6,424,000	--	--
Low Priority Improvements	--	--	$6,888,000	$1,240000
Allocation for improvements identified from ongoing CCTV	$1,250,000	$1,250,000	$1,250,000	$1,250,000
Total Proposed Projects	**$8,478,000**	**$7,674,000**	**$8,138,000**	**$2,490,000**
Existing and Proposed Projects	**$9,676,000**	**$7,674,000**	**$8,138,000**	**$2,490,000**

Notes:

1. Original allocation is $200,000 through 2023 with $148,000 in prior year funding from Sewer Infrastructure Fund to be allocated for other projects in FY2020-21.
2. Original allocation is $200,000 with $37,000 in prior year funding from Sewer Infrastructure Fund to be allocated for other projects in FY2020-21.

In 2020 the City completed a Sewer Utility Asset Renewal and Replacement Study (Brown and Caldwell, August 2020) as part of the 2020 Sewer Master Plan to assess the current condition of the City's wastewater collection system. This includes CCTV inspection results, an assessment of the relative risk of failure of all pipe segments in the City, as well as lift station inspection results. Approximately 105,000 ft (449 segments) of sewer main was inspected using CCTV as part of the condition assessment, of which 50,000 ft requires improvement. The 2020 Sewer Master Plan (Hydroscience, 2021) prioritized a set of CIP projects developed as a culmination of CCTV inspection, hydraulic modeling, and pump station inspection.

During the CCTV inspection, there were instances of large grease buildup in various locations throughout the wastewater collection system. Locations identified as having grease buildup are cleaned to prevent blockages from moving further downstream. The 2020 Sewer Master Plan proposed a CIP to continue CCTV inspection and complete CCTV of large diameter and high-risk assets. Continued CCTV inspection may generate additional improvement projects that may augment the proposed CIP.

In September 2008, the Milpitas City Council adopted a Transit Area Development Impact Fee to pay for improvements within the Metro Specific Plan Area. Developers may be required to install projects adjacent to their developments. These projects may not be included in the CIP.

The City has operated a sewer collection system since the 1950's. Since 1975, the City has pumped its wastewater through a two-mile long force main to the WPCP for treatment. The City continues to establish and assess projects that focus on providing sufficient capacity and assesses capacity requirements as well as major sewer facility improvements. Included are projects such as Main Sewage Pump Station Improvements, Venus Pump Station Improvements, and Sewer System improvements such as pipe replacement.

8.4 Schedule of Completion

Requirement:

D. Schedule: Develop a schedule of completion dates for all portions of the CIP developed in A.-C. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements (D14).

Annually, the City reviews proposed capital projects to verify project scope and priority. Collection system projects are prioritized based upon physical condition and capacity. The capital program is then adjusted accordingly. A proposed five-year schedule of projects is shown in Appendix I.

The SSMP is a living document, to be continuously updated to ensure that it contains current information. The Deputy Public Works Director shall be responsible for reviewing and updating this plan every five years, and more frequently as needed.

9 MONITORING, MEASUREMENT & PROGRAM MODIFICATIONS

Element

9

SRWCB Requirements:
The Enrollee shall:

A. Maintain relevant information that can be used to establish and prioritize appropriate Sewer System Management Plan (SSMP) activities;
B. Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;
C. Assess the success of the preventative maintenance program;
D. Update program elements, as appropriate, based on monitoring or performance evaluations; and
E. Identify and illustrate SSO trends, including: frequency, location, and volume.

RWQCB Requirements:
Each wastewater collection system agency shall monitor the effectiveness of each SSMP element and update and modify SSMP elements to keep them current, accurate, and available for audit as appropriate.

9.1 SSMP Activity Prioritization

Program effectiveness is most commonly measured by the frequency of SSO occurrences. Prioritization of SSMP elements is based upon each element's likelihood of reducing SSOs. The City's operation and maintenance program are the most important SSMP element since daily activities and response have a direct impact on reducing SSOs. The results are immediately apparent.

City staff track the following performance indicators to monitor the effectiveness of this plan:

- Volume distribution of SSOs (e.g. number of SSOs < 100 gallons, 100 to 999 gallons, 1,000 to 9,999 gallons, > 10,000 gallons).
- Volume of SSOs contained in relation to total volume of SSOs.
- SSOs by cause (e.g. roots, grease, debris, pipe failure, pump station failure, capacity, other).
- Number of stoppages over the past 12 months.
- Average time to respond to an SSO.

Other elements, such as hydraulic studies and the resulting capital improvement program may take years to implement. The resulting impact on SSOs is long-term.

9.2 Implementation & Effectiveness

Requirement:
A. Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP.

The City has implemented all elements of this SSMP. The elements are effectively minimizing SSO occurrences.

9.3 Assessment of Preventative Maintenance Program

Requirement:
B. Assess the success of the preventative maintenance program.

The Milpitas preventative maintenance program includes weekly maintenance for sites warranting more rigorous maintenance and/or cleaning frequency. This attention to system operations has resulted in a very low rate of SSOs, as seen in Figure 9-1, which is the program's goal.

9.4 Program Updates

Requirement:
C. Update program elements, as appropriate, based on monitoring or performance evaluations;

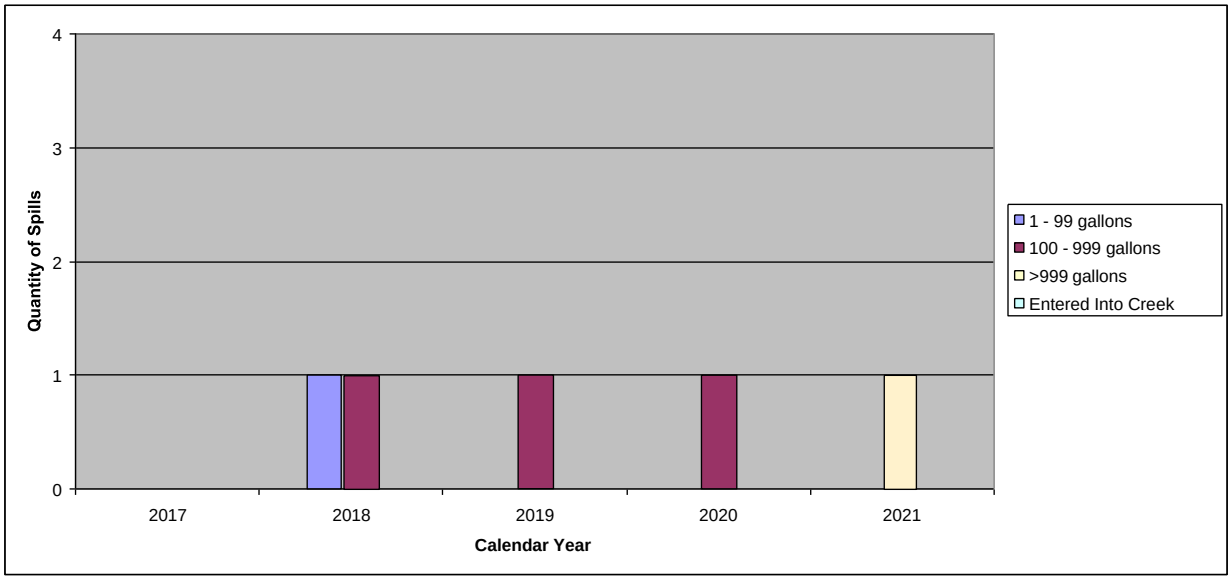
The SSMP is reviewed annually for updates in compliance with the Regional Water Quality Control Boards required audit, due March 15. The Deputy Public Works Director shall review and update Program elements as needed, but at a minimum, will review, revise and recertify the Program at the State's requirement of every five years.

9.5 Trends: Frequency, Location & Volume

Requirement:
D. Identify and illustrate SSO trends, including frequency, location, and volume.

The City maintains records on SSOs. Figure 9-1 shows the frequency and volume of SSOs by year. Table 9-1 shows the SSOs causes. Appendix O shows the location of SSOs in Milpitas. From these data, it is apparent that the City experiences a very low SSO rate.

Figure 9-1: Annual Volume of SSOs, 2017 – 2021



There were no SSO's for calendar year 2017.

Table 9-1: Causes of SSOs, 2017 – 2021

Cause Category		Number	Percent of Total
Blockage:			
Roots		1	20%
Grease		4	80%
Debris		0	0%
Debris from Laterals		0	0%
Vandalism		0	0%
Construction Debris		0	0%
Multiple Causes		0	0%
Diaper Wipes		0	0%
Subtotal for Blockage		**5**	**100%**
Infrastructure Failure		0	0
Inflow & Infiltration		0	0
Electrical Power Failure		0	0
Flow Capacity Deficiency		0	0
Natural Disaster		0	0
Bypass		0	0
Cause Unknown		0	0
Contractor Error/Private Party		0	0
Total		**5**	**100%**

10 SSMP PROGRAM AUDITS

Element

10

SWRCB Requirements:
As part of the SSMP, enrollee shall conduct periodic internal audits, appropriate to the size of the system and number of SSOs. At minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the Enrollee's compliance with the SSMP requirements identified in this subsection (D-13, PG.10), including identification of any deficiencies in the SSMP and steps to correct them.

RWQCB Requirements:
Each wastewater collection system agency shall conduct an annual audit of their SSMP which includes any deficiencies and steps to correct them (if applicable), appropriate to the size of the system and the number of overflows and submit a report of such audit.

Every year, the Deputy Public Works Director shall conduct an audit of the SSMP program. The purpose of the audit is to evaluate the effectiveness of the SSMP. Effectiveness is most commonly measured by the frequency of SSO occurrences. If SSOs have occurred, the audit shall include:

- SSO cause
- Method to prevent future SSO
- Review whether response is appropriate
- Proposed changes to process or SSMP

At this time, the rate of SSOs is very low. When an SSO occurs, the Deputy Public Works Director and the Public Works Manager for Utilities discuss its cause, its location, and the adequacy of the crew's response to correct the problem, contain the spill and clean up the site. The City is not experiencing recurring problems that would indicate an underlying flaw in the public's use of the system, the condition of the infrastructure, or the crew's response. (see Appendix M for most recent audit record.)

11 COMMUNICATION PROGRAM

Element

11

SWRCB Requirements:

The Enrollee shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented.

The Enrollee shall also create a plan of communication with systems that are tributary and/or satellite to the Enrollee's sanitary sewer system.

The City will effectively communicate with the public and other agencies about the feedback. The City will continue to post the SSMP and other related information on the City's website for input by the public as well as dissemination of important SSMP requirements. Additional links such as the Association of Bay Area Governments' (ABAG) "Sewer Smart," the Santa Clara Valley Water District's "Best Management Practices" for storm water discharges, and the City's Standard Design Details are available for residential and commercial customers.

Communication with other local sanitary sewer agencies

The City is a tributary agency to the City of San Jose's and City Santa Clara's Water Pollution Control Plant. Other tributary agencies include the West Valley Sanitation District, Cupertino Sanitary District, County Sanitation District No. 2-3 and the Burbank Sanitary District. Collectively, these agencies along with the City have been included in a communication program initiated by the City of San Jose to establish a collaborative approach during the development and implementation of, and future improvements, to the SSMP.

Wastewater collection agencies share the same watershed basins with storm water collection agencies or cities and Santa Clara Valley Water District. Since all are subject to State WDR and/or NPDES permitting, it is imperative that open communication be maintained which acknowledges a partnership of stakeholders with the common interest of keeping the South Bay, creeks and their tributaries free of pollutants. Specifically, this City shares the Watershed basins, defined by Penitencia Creek, Scott Creek Berryessa Creek and Coyote Creek with the cities of Fremont and San Jose.

The City will be communicating with the above agencies to note the identified areas at risk in the event of SSOs and working to develop strategies for joint response, when practical, to contain and prevent SSOs from reaching fishable creeks or receiving waters to the Bay.

Communication with other local Watershed Stakeholders

California Water/Wastewater Agency Response Network (CalWARN) was established with a mission to support and promote statewide emergency preparedness and mutual assistance for member public and private water and wastewater utilities, has been active for approximately 12 years. The organization is divided into six regions within the state. The cities of Milpitas and Santa Clara are currently members of CalWARN Region II – Coastal Region. Within Santa Clara County the City of Sunnyvale, California Water Service Company, San Jose Water Company, San Jose Municipal Water System, San Jose Water Pollution Control Plant, and Santa Clara Valley Water District are also members. Membership in this

organization of all the tributary agencies and others having common watershed interests, would be a first step toward accomplishing the stated objectives above described and is encouraged. Additional information for CalWARN can be found at its website www.calwarn.org.

SSMP Availability

A copy of the general WDRs and the certified SSMP shall be maintained at appropriate locations (such as the Enrollee's offices, facilities, and/or Internet website) and shall be available to sanitary sewer system operating and maintenance personnel at all times.

The enrollee shall provide the publicly available internet website address to the CIWQS Online SSO Database where a downloadable copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP is posted. If all of the SSMP documentation listed in this subsection is not publicly available on the Internet, the enrollee shall comply with the following procedure:

a. Submit an electronic copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP to the State Water Board, within 30 days of that approval and within 30 days of any subsequent SSMP re-certifications, to the following mailing address: State Water Resources Control Board Division of Water Quality Attn: SSO Program Manager 1001 I Street, 15th Floor, Sacramento, CA 95814

Appendix A

State Water Resource Control Board

General Order 2006-0003-DWQ

Order No. WQ 2013-0058-EXEC

STATE WATER RESOURCE CONTROL BOARD GENERAL ORDERS

See the following SWRCB General Orders at the link below:

Statewide General WDRs for Sanitary Sewer Systems Order WQO No. 2006-0003-DWQ
Revised Monitoring and Reporting Program Order WQ No. 2013-0058-EXEC

Link: https://www.waterboards.ca.gov/water_issues/programs/sso/#general

Appendix B

Standard Operating Procedures:

SSO Responding

SSO Reporting

Sanitary Sewer Overflow (SSO) Response

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1. Policy

It is the policy of the Utility Maintenance Department to respond quickly and effectively to the report of a sanitary sewer overflow (SSO). Employees are required to report all wastewater overflows found and to take the appropriate action to secure the wastewater overflow area, relieve the cause of the overflow, and ensure the area is cleaned as soon as possible to minimize health hazards to the public and protect the environment.

2. Objective and scope

The objective of the Sewer Spill Overflow SOP is to have a clear and concise response plan in place in the event of a sewer spill emergency so that all precautions are taken to preserve public health, property and the environment. When an overflow occurs, maintenance crews shall take all feasible steps and necessary remedial action to 1) control or limit the volume of untreated or partially treated wastewater discharged, 2) terminate the discharge, and 3) recover as much of the wastewater discharged as possible for proper disposal, including any wash down water. Furthermore, this SOP documents the necessary steps to be taken post-sewer spill, specifically the reporting requirements to the regulatory agencies. The general scope of this SOP covers from the initial report of a spill, the containment and clean up, to the reporting requirements following the response.

3. Regulatory Agencies

Department of Fish & Wildlife

California Office of Emergency Services (Cal OES)

San Francisco Regional Water Quality Control Board, Region 2, (RWQCB)

Santa Clara County Environmental Health Services (SCC Environmental Health Services)

State Water Resource Control Board (SWRCB)

4. Definitions

Legally Responsible Official (LRO): Designated City Personnel responsible for reporting SSOs within the pre-determined deadlines.

Sanitary Sewer Overflow (SSO): Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system.

CIWQS: California Integrated Water Quality System, State database for reporting SSOs.

5. Roles and responsibilities

Call Center – Department of Public Works call center during business hours and Milpitas Police Department after hours.

Public Works Maintenance Crew/Standby Crew – Perform preventive maintenance activities, mobilize and respond to notification of stoppages and SSOs (mobilize sewer cleaning equipment, by-pass pumping equipment, and portable generators).

Standby Crew: After hours (5:00 p.m. to 7:00 a.m.) maintenance crew assigned to respond to emergency field calls. Standby crew is trained in utility maintenance activities and emergency utility response.

Public Works Manager (Primary LRO) – Manages field operations and maintenance activities, provides relevant information to management, prepares and implements contingency plans, leads emergency response, investigates and reports SSOs, and trains field crews.

Principal Utility Engineer (Secondary LRO) – Oversees and prepares wastewater collection system planning documents, documents new and rehabilitated assets, proposes rate analysis reports and staff recommendations, and coordinates development and implementation of SSMP

Public Works Director/City Engineer (Contingent LRO) – Establishes sewer system plans strategy, leads and assigns duties of engineering staff, prepares budgets and serves as public information officer.

6. Materials, tools, and equipment

Sanitary Sewer Overflow and Backup Response Plan
Pre-packaged Sanitary Sewer Overflow Envelope
Hydro Truck
By-Pass Pumping Equipment
Portable Generators (as necessary)
Lighting (as necessary)
Disposable Camera
Traffic Cones
Barricades
De-Chlorinating Diffuser
De-Chlorinating Tablets
Kitty Litter
Boom
Five-Gallon Bucket
Neoprene Mats
Straw Bails
Plat Maps

7. Safety

See General Work Safety SOP

When responding to SSOs, the utility maintenance crew, or standby crew, are to observe all safety precautions as expected for any service call. Traffic vests, cones, and flashing lights are to be used for traffic control safety. Barricades are to be used as needed to protect the public safety. Additionally, all utility maintenance crew are to keep current on Hepatitis B and Tetanus immunizations.

8. Procedure

SSOs will be reported to Public Works Dispatch during business hours (408) 586-2600, and the Milpitas Police Department Dispatch (408) 586-2400 or 9-1-1, after normal business hours and holidays.

Upon notification of an SSO, Dispatch will contact the utility maintenance crew or after hours standby crew to respond.

The first responder is to determine if the discharge has reached drainage channel or surface waters. If so, contact the responsible LRO immediately.

Place lighting, traffic and crowd control measures as appropriate. Maintenance Crew safety and the safety of the general public will be the first priority when responding to an SSO.

**Determine if it is more effective to set up sewer overflow barricades around storm drains, private property, etc., FIRST, or if it is more effective to just clear the blockage and clean up later. If the spill is large or in a sensitive area, document conditions upon arrival with photographs. The guidance for this decision is:

- Small spills – proceed with clearing the blockage.
- Moderate or large spills where containment is anticipated to be simple – proceed with the containment measures.
- Moderate or large spills where containment is anticipated to be difficult – proceed with clearing the blockage; however, whenever deemed necessary, call for additional assistance and implement containment measures.

Using plat map, locate the direction of sewage flow.

If the cause is determined to be a blockage, locate the nearest manhole downstream of the blockage.

Remove manhole cover.

Insert hydro vacuum into manhole. (See Hydro Vacuum SOP or manual for operating instructions)

Clear the blockage to clear the sewer line and stop the overflow of sewage.

Using kitty litter, boom, five-gallon bucket, neoprene mats, straw bails, or any other means to immediately stop/block the spill from reaching the storm drain or any other exposed channel of water. The utility maintenance crew shall respond appropriately to the spill with regard to the *Sanitary Sewer Overflow and Backup Response Plan*, *Field Guide,* as developed by the City of Milpitas/ABAG.

Once the spill is blocked from reaching the storm drain/or other receiving waters, assess the volume and the ultimate disposition of sewage (fully-captured or reaching storm drain/waters of the State). Determine whether the spill is a Category 1, 2 or 3.

Spill Categories and Definitions:

Category 1

Discharges of untreated or partially treated wastewater of any volume that reach surface water and/or reach a drainage channel tributary to a surface water or reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system.

Category 2

Discharges of untreated or partially treated wastewater of 1,000 gallons or greater that do not reach surface water, a drainage channel or MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.

Category 3

All other discharges of untreated or partially treated wastewater.

***If spill is calculated to be near 1,000 gallons (900+ gallons), err on the side of caution and report the spill to the LRO immediately.**

If a spill is classified as Category 1, IMMEDIATLEY contact the Primary LRO, and if not available contact the Secondary LRO, and if unavailable, the Contingent LRO.

Primary LRO: Glen Campi, Public Works Manager

Business Hours: 408-586-2643 After Hours: 408-690-3617

408-699-8463

Secondary LRO: Elaine Marshall, Deputy Public Works Director

Business Hours: 408-586-2603 After Hours: 408-586-2400

Contingent LRO: Tony Ndah, Public Works Director

Business Hours: 408-586-2603 After Hours: 408-586-2400

When the spill is secured, take photos at arrival, during the stoppage, at the clearance of the blockage and repair and clean up. Be as thorough as possible in documentation!

Check the area of pipe/manhole in question and make modifications to the sanitary sewer system as necessary, whether temporary or permanent, to prevent another overflow in the same location.

Using the Hydro, vacuum up any sewage and return it to the sanitary sewer system.

Using the de-chlorinating diffuser, decontaminate the area affected by the overflow, including private property. Take precaution to ensure no further damage is done to private property.

Vacuum up any water generated by the clean up and return it to the sanitary sewer system.

Interview parties witness to the overflow when possible to determine cause of overflow, duration of overflow, and any other relevant facts pertaining to the overflow. Note any witness contact information.

Open the pre-packaged *Sanitary Sewer Overflow Envelope.* The packet is located in all utility maintenance vehicles.

Fill out the *SSO Report* on *page OP-2*.

Post public warnings as necessary (Contact the Utility Engineer/Assistant City Engineer before posting). Door hangers and pre-printed notices for posting are in the *Sanitary Sewer Overflow Envelope* in the utility maintenance vehicles.

After filling out the *SSO Report page OP-2,* fill out the first page of the SSO Packet and turn it into the LRO ASAP.

Fill out, in as much detail as possible, the Public Works Customer Service Request form, or, in the case of Standby, fill out the Standby Report with as much detail as possible. Turn it into the Administrative Analyst.

The LRO will determine what regulatory agencies the SSO needs to be reported to and how quickly based on the circumstances of the SSO.

9. Documentation

- Pre-packaged Sanitary Sewer Overflow Packet & SSO Report
- Any documentation that can support the proof of containment (i.e. photos, hydro vacuum measurement).
- Calculation of spill measurement to determine size of SSO, applicable photos.
- Contact Information for witnesses/reporting parties.
- Completed Customer Service Request generated by initial report of SSO.
- Completed Standby Report (as applicable)

10. References

Attached: ABAG Sanitary Sewer Overflow and Backup Response Plan

Sanitary Sewer Overflow (SSO) Regulatory Reporting

1. Policy

It is the policy of the Public Works Department to report all sewer system overflows (SSOs) according to the current State's Waste Discharge Requirements (WDR) and the corresponding Monitoring and Reporting Program (MRP).

2. Objective and scope

The objective of the SSO Reporting SOP is to provide instruction to the Legally Responsible Official(s) (LRO) as to how, and when, to report an SSO in order to stay in compliance with the State Water Resource Control Board's WDR, Order No. 2006-0003-DWQ, the subsequent MRP Order No. WQ 2013-0058-EXEC.

3. Regulatory Agencies

Department of Fish & Wildlife

California Office of Emergency Services (Cal OES)

San Francisco Regional Water Quality Control Board, Region 2, (RWQCB)

Santa Clara County Environmental Health Services (SCC Environmental Health Services)

State Water Resource Control Board (SWRCB)

4. Definitions

Legally Responsible Official (LRO): Designated City Personnel responsible for reporting SSOs within the pre-determined deadlines.

Sanitary Sewer Overflow (SSO): Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system.

CIWQS: California Integrated Water Quality System, State database for reporting SSOs.

5. Roles and responsibilities

Call Center – Department of Public Works call center during business hours and Milpitas Police Department after hours.

Public Works Maintenance Crew/Standby Crew – Perform preventive maintenance activities, mobilize and respond to notification of stoppages and SSOs (mobilize sewer cleaning equipment, by-pass pumping equipment, and portable generators).

Standby Crew: After hours (5:00 p.m. to 7:00 a.m.) maintenance crew assigned to respond to emergency field calls. Standby crew is trained in utility maintenance activities and emergency utility response.

Public Works Manager (Primary LRO) – Manages field operations and maintenance activities, provides relevant information to management, prepares and implements contingency plans, leads emergency response, investigates and reports SSOs, and trains field crews.

Deputy Public Works Director (Secondary LRO) – Oversees and prepares wastewater collection system planning documents, documents new and rehabilitated assets, proposes rate analysis reports and staff recommendations, and coordinates development and implementation of SSMP

Public Works Director (Contingent LRO) – Establishes sewer system plans strategy, leads and assigns duties of utility engineering staff, prepares budgets and serves as public information officer.

6. Reporting Tools

ABAG Kit: City of Milpitas SSO and Backup Response Plan, 2012

- Completed SSO Report OP-2A
- Regulatory Notifications Packet, RN

Cal OES (800) 852-7550

SCC Health Department Fax (408) 258-5891

Fax Machine

Computer

Web address: http://ciwqs.waterboards.ca.gov/

Login/Passwords:

Primary LRO	Public Works Manager
Secondary LRO	Deputy Public Works Director
Contingent LRO	Public Works Director

7. Procedure

7.1 Dispatch/MPD will notify maintenance/standby crew of SSO, who will then assess SSO category based on the following criteria:

Spill Categories and Definitions:

Category 1

Discharges of untreated or partially treated wastewater of any volume that reach surface water and/or reach a drainage channel tributary to a surface water or reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system.

Category 2

Discharges of untreated or partially treated wastewater of 1,000 gallons or greater that do not reach surface water, a drainage channel or MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.

Category 3

All other discharges of untreated or partially treated wastewater.

7.2 Maintenance/Standby crew to notify the assigned LRO:

Primary LRO: Glen Campi, Public Works Manager

Business Hours: 408-586-2643 After Hours: 408-690-3617

408-699-8463

Secondary LRO: Elaine Marshall, Deputy Public Works Director

Business Hours: 408-586-2603 After Hours: 408-586-2400

Contingent LRO: Tony Ndah, Public Works Director

Business Hours: 408-586-2603 After Hours: 408-586-2400

7.2 If Category 1 classified, fill out the top portion of the Regulatory Notification Packet, RN-3, *SSO Description* and begin the 2 hour reporting notification required (within 2 hours of spill notification):

CalOES* **Phone (800) 852-7550**

*Per attached email from Claudia Villacorta, RWQCB, CalOES will notify the RWQCB. No notification on City's part necessary.

*****Be sure to get <u>CalOES Control Number.</u>**

SCC Health Dept. **Fill out and fax form RN-2 to (408) 258-5891**

Additional agency reporting requirements will vary by agency. See ABAG Kit: *SSO and Backup Response, Regulatory Notifications Packet, RN-1, Side B* for a list of additional reporting agencies and requirements.

7.3 Once notifications have been made, complete Form RN-3, *SSO 2-Hour Notification Summary*

7.4 Once the spill has been contained, cleaned and repaired, the Maintenance Crew will fill out the ABAG Kit: *SSO Report, OP-2, Side A.*

7.5 The maintenance crew will pass the ABAG Kit: *SSO Report, OP-2, Side A* to the LRO.

7.6 **Reporting to the SWRCB:**

The LRO will report the spill to the SWRCB according to the timeline below:

SWRCB Reporting Timetable:

Category 1 SSOs: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date.

Category 2 SSOs: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date.

Category 3 SSOs: Submit certified report within 30 calendar days of the end of month in which SSO occurred.

7.7 **SWRCB Reporting Instructions:**

Go to http://ciwqs.waterboards.ca.gov/, the SWRCB Database.

Using the login and passwords above, the LRO will log in.

Select "SSO – Sanitary Sewer Overflows"

Select "Reporting New SSO"

Following the website, enter as much information as possible known about the SSO from the ABAG Kit: *SSO Report, OP-2, Side A*, or from first-hand personal knowledge. If any additional first hand knowledge of the spill is not included on the SSO Report, make a note and attach it to the hard copy report. Please include your name. *The report can be submitted incomplete, to be completed with 15 days post-spill. See 7.8 if necessary.*

When complete, click "Submit".

Print a copy of the report to keep for records.

Forward the full report, completed ABAG Forms, pictures, etc., to Glen Campi

7.8 Incomplete SWRCB Reports:
Information may be added or corrected at a later date. To do so:

Re-login, select "SSO – Sanitary Sewer Overflows"

Select "Modify Existing SSO"

Enter in incident search criteria, for example, incident date or location, and select "Search".

Select the incident from the list and make amendments as necessary.

A final certified report must be completed in CIWQS within 15 days of the SSO incident.

7.9 The reporting LRO will notify the other LRO's of the spill and reporting status ASAP.

8. Documentation

- ABAG Kit: SSO and Backup Response Plan:

  Faxed documentation to SCC Dept. of Environmental Health, RN-2

  SSO 2-Hour Notification Summary, RN-3

  SSO Report, OP-2, Side A

- Print and maintain a hard copy of certified report to CIWQS as proof of submission.
- CalOES Control Number (upon CalOES Reporting)

9. References

ABAG Kit: SSO and Backup Response Plan

State Water Resource Control Board, MRP Order No. WQ 2013-0058-EXEC

Email of reporting direction from Claudia Villacorta, regarding RWQCB requirements

SWRCB Website Documentation regarding RWQCB reporting

Appendix C

Overflow and Emergency Response Plan

City of Milpitas

Overflow Emergency Response Plan

Effective Date: 10/19/21

Revised Date: 10/19/21

Approved by:

Signature:

Date:

Prepared by David Patzer, DKF Solutions Group
(707) 373-9709 dpatzer@dkfsolutions.com

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(ref. SWRCB Order No. 2006-0003-DWQ Element VI)

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- Customer Information *(in English, Spanish, Tagalog, Vietnamese, and Chinese)* CS-1
- Claim Form CS-2
- Sewer Spill Reference Guide ..... pamphlet

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Door Hanger

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Sanitary Sewer Overflow Emergency Response Plan

(ref. SWRCB Order No. 2006-0003-DWQ Element VI)

1. Purpose

The purpose of the City of Milpitas's Overflow Emergency Response Plan (OERP) is to identify measures to protect public health and the environment and support an orderly and effective response to Sanitary Sewer Overflows (SSOs). The OERP provides guidelines for City personnel to follow in responding to, cleaning up, and reporting SSOs that may occur within the City's service area. This OERP satisfies the SWRCB Statewide General Waste Discharge Requirements (GWDR), which require wastewater collection agencies to have an Overflow Emergency Response Plan.

2. Policy

The City's employees are required to report all wastewater overflows resulting from the City-owned/maintained sanitary sewer system found and to take the appropriate action to secure the wastewater overflow area, properly report to the appropriate regulatory agencies, relieve the cause of the overflow, and ensure that the affected area is cleaned as soon as possible to minimize health hazards to the public and protect the environment. The City's goal is to respond to sewer system overflows as soon as possible following notification. The City will follow reporting procedures in regard to sewer spills as set forth by the San Francisco Regional Water Quality Control Board (*SFRWQCB)* and the California State Water Resources Control Board (*SWRCB)***.**

3. Definitions As Used In This OERP

CALIFORNIA INTEGRATED WATER QUALITY SYSTEM (CIWQS): Refers to the State Water Resources Control Board online electronic reporting system that is used to report SSOs, certify completion of the SSMP, and provide information on the sanitary sewer system.

ENROLLEE - A federal or state agency, municipality, county, district, and other public entity that owns or operates a sanitary sewer system, as defined in the general WDRs, and that has submitted a complete and approved application for coverage under this Order.

FROG – Fats, Roots, Oils, and Grease: FOG refers to fats, oils, and grease typically associated with food preparation and cooking activities that can cause blockages in the sanitary sewer system. Tree root invasion (R) presents an additional problem. If a mat of root hair forms in the sewer line it slows the flow of wastewater and exacerbates the rate of accumulation of FOG materials.

LEGALLY RESPONSIBLE OFFICIAL (LRO): Refers to an individual who has the authority to certify reports and other actions that are submitted through CIWQS.

MAINLINE SEWER: Refers to City wastewater collection system piping that is not a private lateral connection to a user.

MAINTENANCE HOLE OR MANHOLE: Refers to an engineered structure that is intended to provide access to a sanitary sewer for maintenance and inspection.

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NOTIFICATION OF AN SSO: Refers to the time at which the City becomes aware of an SSO event through observation or notification by the public or other source.

NUISANCE - California Water Code section 13050, subdivision (m), defines nuisance as anything that meets all of the following requirements:

a. Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
b. Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

c. Occurs during, or as a result of, the treatment or disposal of wastes.

PREVENTATIVE MAINTENANCE: Refers to maintenance activities intended to prevent failures of the wastewater collection system facilities (e.g. cleaning, CCTV, inspection).

PRIVATE LATERAL SEWAGE DISCHARGES – Sewage discharges that are caused by blockages or other problems within a privately owned lateral.

SANITARY SEWER BACKUP (BACKUP) – When blockages or flow conditions cause wastewater to backup into buildings and on private property.

SANITARY SEWER OVERFLOW (SSO) - Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs include:

(i) Overflows or releases of untreated or partially treated wastewater that reach waters of the United States;

(ii) Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and

(iii) Wastewater backups into buildings and on private property that are caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.

SSOs that include multiple appearance points resulting from a single cause will be considered one SSO for documentation and reporting purposes in CIWQS.

NOTE: Wastewater backups into buildings caused by a blockage or other malfunction of a building lateral that is privately owned are not SSOs.

SSO Categories:

CATEGORIES	DEFINITIONS
CATEGORY 1	Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that: • Reach surface water and/or reach a drainage channel tributary to a surface water; or • Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
CATEGORY 2	Discharges of untreated or partially treated wastewater of 1,000 gallons or greater resulting from an enrollee's sanitary sewer system failure or flow condition that do

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	not reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.
CATEGORY 3	All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
PRIVATE LATERAL SEWAGE DISCHARGE (PLSD)	Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be voluntarily reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.

SSO REPORTING SYSTEM: Online spill reporting system that is hosted, controlled, and maintained by the State Water Board. The web address for this site is http://ciwqs.waterboards.ca.gov. This online database is maintained on a secure site and is controlled by unique usernames and passwords.

SANITARY SEWER SYSTEM: Any publicly owned system of pipes, pump stations, sewer lines, or other conveyances, upstream of a wastewater treatment plant headworks used to collect and convey wastewater to the publicly owned treatment facility. Temporary storage and conveyance facilities (such as vaults, temporary piping, construction trenches, wet wells, impoundments, tanks, etc.) are considered to be part of the sanitary sewer system, and discharges into these temporary storage facilities are not considered to be SSOs.

SATELLITE COLLECTION SYSTEM: The portion, if any, of a sanitary sewer system owned or operated by a different public agency than the agency that owns and operates the wastewater treatment facility to which the sanitary sewer system is tributary.

SENSITIVE AREA: Refers to areas where an SSO could result in a fish kill or pose an imminent or substantial danger to human health (e.g. parks, aquatic habitats, etc.)

SEWER SERVICE LATERAL: Refers to the piping that conveys sewage from the building to the City's wastewater collection system.

UNTREATED OR PARTIALLY TREATED WASTEWATER: Any volume of waste discharged from the sanitary sewer system upstream of a wastewater treatment plant headworks.

WATERS OF THE STATE*:* Waters of the State (or waters of the United States) means any surface water, including saline waters, within the boundaries of California. In case of a sewage spill, storm drains are considered to be waters of the State unless the sewage is completely contained and returned to the wastewater collection system and that portion of the storm drain is cleaned.

4. State Regulatory Requirements for Element 6, Overflow Emergency Response Plan

GWDR Requirement

The collection system agency shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

(a) Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;
(b) A program to ensure appropriate response to all overflows;

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(c) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, regional water boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the Monitoring and Reporting Program (MRP). All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board Waste Discharge Requirements or National Pollutant Discharge Elimination System (NPDES) permit requirements. The Sewer System Management Plan should identify the officials who will receive immediate notification;
(d) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;
(e) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and
(f) A program to ensure that all reasonable steps are taken to contain untreated wastewater and prevent discharge of untreated wastewater to Waters of the United States and minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.

The Sewer System Management Plan and critical supporting documents are available to the public at www.ci.milpitas.ca.gov.

5. Goals

This SSMP element identifies goals the City has set for the management, operation and maintenance of the sewer system and discusses the role of the SSMP in supporting these goals. These goals provide focus for City staff to continue high-quality work and to implement improvements in the management of the City's wastewater collection system.

The City's goals with respect to responding to SSOs are:

- Work safely;
- Respond quickly to minimize the volume of the SSO;
- Eliminate the cause of the SSO;
- Prevent sewage system overflows or leaks from entering the storm drain system or receiving waters to the maximum extent practicable;
- Contain the spilled wastewater to the extent feasible;
- Minimize public contact with the spilled wastewater;
- Mitigate the impact of the SSO;
- Meet the regulatory reporting requirements;
- Evaluate the causes of failure related to certain SSOs; and
- Revise response procedures resulting from the debrief and failure analysis of certain SSOs.

6. SSO Detection and Notification

ref. SWRCB Order No. 2006-0003-DWQ VI(a)

The processes that are employed to notify the City of the occurrence of an SSO include: observation by the public, receipt of an alarm, or observation by City staff during the normal course of their work.

The City operates two wastewater pump stations. For Venus Pump Station, the high-level sensor or pump failure sensor will send an alarm to the Police Dispatch, and the on call Pump Station Operator will be called out. In

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the event the first alarm system fails, a secondary alarm system will directly page the on-call Pump Station Operator. To prevent overflow, wastewater from the wet well can either be pumped into a vacuum truck for disposal to a nearby sanitary sewer manhole or bypassed around the station into the sanitary sewer system. For the Main Lift Station, high level or pump failure conditions will trigger the alarm system to send an alarm to Police Dispatch. In the event this alarm system fails, a secondary alarm system will directly page the on-call Pump Station Operator.

6.1 PUBLIC OBSERVATION

Public observation is the most common way that the City is notified of blockages and spills. Contact numbers and information for reporting sewer spills and backups are in the phone book and on the City's website: www.ci.milpitas.ca.gov. The City's telephone number for reporting sewer problems is (408) 586-2600. After hours callers are directed to call Police Dispatch at (408) 586-2400 or 911. Blockages and spills can also be reported through the MyMilpitas App, hosted on the SeeClickFix platform.

Normal Work Hours

When a call reporting a sewer spill or backup is made during normal work hours, the Public Works Call Center takes the call and enters the specifics into the MyMilpitas App, which creates a work request in Central Square Enterprise Asset Management, aka Lucity. Alternately the report can be submitted directly through MyMilpitas App which will also create a work request in Lucity. Public Works Dispatch and Lucity will notify the available Sewer Maintenance Crew. The responder(s) will evaluate the circumstances, take any action necessary, create a Lucity work order and notify the Public Works Maintenance Manager for Utilities for review and/or to conduct any necessary notifications.

After Hours

After hours callers are directed to call Police Dispatch, which will notify the Utilities Standby Employee for SSOs or the Pump Station Standby on-call Operator for Pump Station issues. The Standby Employee will complete a Standby Lucity work order and notify the Public Works Maintenance Manager for Utilities for review.

When calls are received, either during normal work hours or after hours, the individual receiving the call will collect the following information:

- Time and date of call
- Specific location of potential problem
- Nature of call
- In case of SSO, estimated start time of overflow
- Caller's name and telephone number
- Caller's observation (e.g., odor, duration, location on property, known impacts, indication if surface water impacted, appearance at cleanout or manhole)
- Other relevant information

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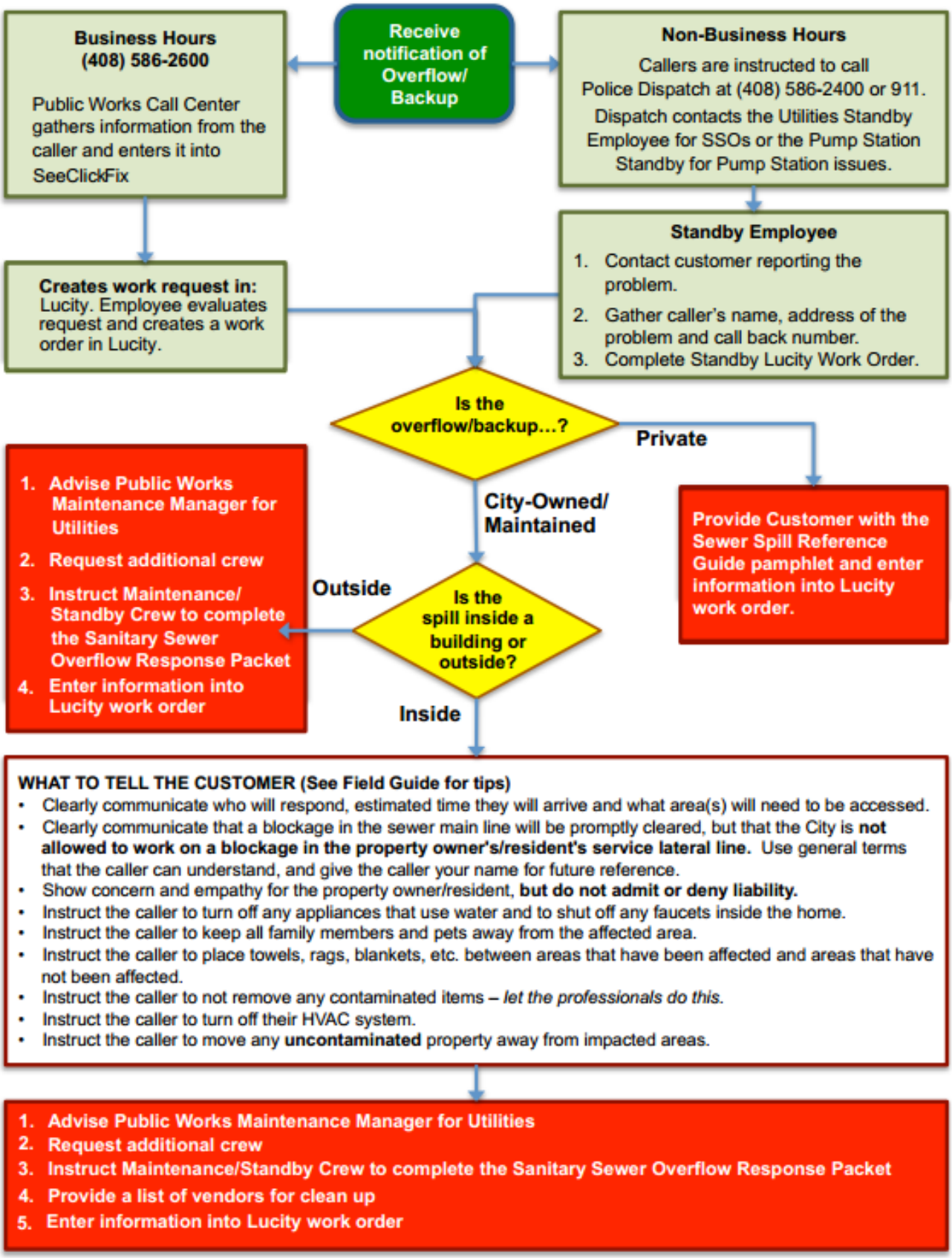
The following is an overview of receiving a sewage overflow or backup report:



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6.2 CITY STAFF OBSERVATION

City staff conducts periodic inspections of its sewer system facilities as part of their routine activities. Any problems noted with the sewer system facilities are reported to appropriate City staff that, in turn, respond to emergency situations. Work orders are issued to correct non-emergency conditions.

6.3 CONTRACTOR OBSERVATION

The following procedures are to be followed in the event that a contractor/plumber causes or witnesses a Sanitary Sewer Overflow. If the contractor/plumber causes or witnesses an SSO they should:

1. Immediately notify the City
   Business Hours: (408) 586-2600
   Non-Business Hours: (408) 586-2400 or 911
2. Protect storm drains
3. Protect the public
4. Provide Information to the City Maintenance/Standby Crew such as start time, appearance point, suspected cause, weather conditions, etc.
5. Direct ALL media and public relations requests to the Public Works Director or their designee. They will provide the media with all relevant information.

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7. SSO Response Procedures

ref. SWRCB Order No. 2006-0003-DWQ Element 6(b)

7.1 Sewer Overflow/Backup Response Summary

The City will respond to SSOs as soon as feasible following notification of an overflow/backup or unauthorized discharge. The following (Figure 7.1) is an overview of the response activities.

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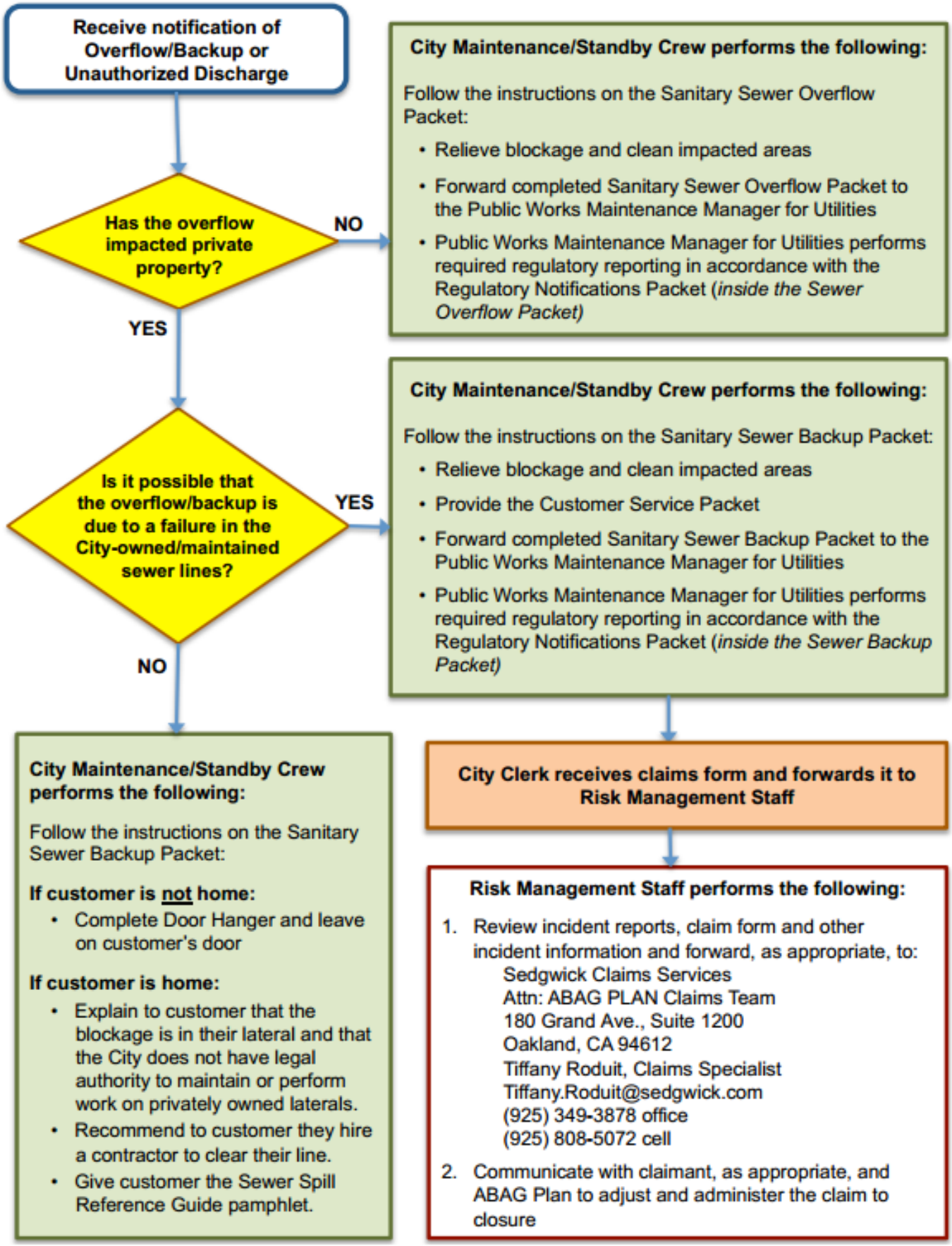
Figure 7.1 Overview of SSO/Backup Response



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7.2 First Responder Priorities

The first responder's priorities are:

- To follow safe work practices.
- To identify and clearly assess the affected area and extent of spill and note arrival time at spill site.
- To respond promptly with the appropriate and necessary spill control and containment equipment.
- To address traffic and crowd control by establishing perimeters and control zones with traffic cones, barricades, vehicles, or terrain.
- To document conditions upon arrival with photographs.
- To contain the spill wherever feasible.
- To restore the flow as soon as practicable.
- To minimize public access to and/or contact with the spilled sewage. Promptly notify the LRO in the event of a Category 1 or 2 SSO or when the spill appears to be large, in a sensitive area, or there is doubt regarding the extent, impact, or how to proceed. Contain and control the sewage discharged to the maximum extent possible.
- To make every effort to prevent the discharge of sewage into waterways.
- To restore the flow as soon as practicable and contact the caller for additional information.
- To return the spilled sewage to the sewer system
- To restore the area to its original condition (or as close as possible).

7.3 Safety

The first responder is responsible for following safety procedures at all times. Special safety precautions must be observed when performing sewer work. There may be times when City personnel responding to a sewer system event are not familiar with potential safety hazards peculiar to sewer work. In such cases it is appropriate to take the time to discuss safety issues, consider the order of work, and check safety equipment before starting the job.

7.4 Initial Response

The first responder must respond to the reporting party/problem site and visually check for potential sewer stoppages or overflows.

The first responder will:

- Note arrival time at the site of the overflow/backup.
- Verify the existence of a sewer system spill or backup.
- Determine if the overflow or blockage is from a City-owned/maintained or private sewer.
- Identify and assess the affected area and extent of spill.
- Contact caller if time permits.
- If the spill is large or in a sensitive area, document conditions upon arrival with photographs. Decide whether to proceed with clearing the blockage to restore the flow or to initiate containment measures. The guidance for this decision is:
    - Small spills (i.e., spills that are easily contained) – proceed with clearing the blockage.
    - Moderate or large spill where containment is anticipated to be simple – proceed with the containment measures.
    - Moderate or large spills where containment is anticipated to be difficult – proceed with clearing the blockage; however, whenever deemed necessary, call for additional assistance and implement containment measures.

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- Take steps to contain the SSO. For detailed procedures refer to Appendix B: Sanitary Sewer Backup Procedures, and Appendix C: Sanitary Sewer Overflow Packet.

7.5 Initiate Spill Containment Measures

The first responder will attempt to contain as much of the spilled sewage as possible using the following steps:

- Determine the immediate destination of the overflowing sewage.
- Plug storm drains using air plugs, sandbags, and/or plastic mats to contain the spill, whenever appropriate. If spilled sewage has made contact with the storm drainage system, attempt to contain the spilled sewage by plugging downstream storm drainage facilities.
- Contain/direct the spilled sewage using dike/dam or sandbags.
- Pump around the blockage/pipe failure.

For detailed procedures refer to Appendix C: Sanitary Sewer Overflow Packet.

7.6 Restore Flow

Using the appropriate cleaning equipment, set up downstream of the blockage and hydro-clean upstream from a clear manhole. Attempt to remove the blockage from the system and observe the flows to ensure that the blockage does not reoccur downstream. If the blockage cannot be cleared within a reasonable time from arrival, or sewer requires construction repairs to restore flow, then initiate containment and/or bypass pumping. If other assistance is required, immediately contact Public Works Maintenance Manager for Utilities. For detailed procedures refer to Appendix C: Sanitary Sewer Overflow Packet.

7.7 Equipment

This section provides a list of specialized equipment that may be used to support this Overflow Emergency Response Plan.

- *Closed Circuit Television (CCTV) Inspection Unit* – A CCTV Inspection Unit may be required to determine the root cause for SSOs from gravity sewers.
- *Camera* -- A digital camera, phone or tablet, or a disposable camera is required to record the conditions upon arrival, during clean up, and upon departure.
- *Emergency Response Trucks* -- A utility body pickup truck, or open bed is used to store and transport the equipment needed to effectively respond to sewer emergencies. The equipment and tools will include containment and clean up materials.
- *SSO Trailer* – A special trailer is used to store and transport the equipment needed to effectively respond to sewer emergencies. The equipment and tools will include containment and clean up materials.
- *Portable Generators, Portable Pumps, Piping, and Hoses* – Equipment used to bypass pump, divert, or power equipment to mitigate an SSO.
- *Combination Sewer Cleaning Trucks* -- Combination high velocity sewer cleaning trucks with vacuum tanks are required to clear blockages in gravity sewers, vacuum spilled sewage, and wash down the impacted area following the SSO event.

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8. Recovery and Cleanup

ref. SWRCB Order No. 2006-0003-DWQ Element 6(e)

The recovery and cleanup phase begins immediately after the flow has been restored and the spilled sewage has been contained to the extent possible. The SSO recovery and cleanup procedures are:

8.1 Estimate the Volume of Spilled Sewage

Use the methods outlined in the Sanitary Sewer Backup Packet (Appendix B), Sanitary Sewer Overflow Packet (Appendix C), and/or the Field Guide to estimate the volume of the spilled sewage. Wherever possible, document the estimate using photos and/or video of the SSO site before and during the recovery operation.

8.2 Recovery of Spilled Sewage

Vacuum up and/or pump the spilled sewage and rinse water, and discharge it back into the sanitary sewer system.

8.3 Clean-up and Disinfection

Clean up and disinfection procedures will be implemented to reduce the potential for human health issues and adverse environmental impacts that are associated with an SSO event. The procedures described are for dry weather conditions and will be modified as required for wet weather conditions. Where cleanup is beyond the capabilities of the City Maintenance/Standby Crew, a cleanup contractor will be used.

Private Property

City crews are responsible for the cleanup when the property damage is minor in nature and is outside of private building dwellings, such as in front, side and backyards, easements, etc. In all other cases, affected property owners can call a water damage restoration contractor to complete the cleanup and restoration. If the overflow into property is the definite cause of City system failure, the property owner can call out a water damage restoration contractor to complete the cleanup and restoration. In both cases, property owners may obtain a City claim form from the City Clerk.

Hard Surface Areas

Collect all signs of sewage solids and sewage-related material either by protected hand or with the use of rakes and brooms. Wash down the affected area with clean dechlorinated water and/or a non-toxic biodegradable surface disinfectant until the water runs clear. The flushing volume will be approximately three times the estimated volume of the spill. Take reasonable steps to contain and vacuum up the wastewater. Allow area to dry. Repeat the process if additional cleaning is required.

Landscaped and Unimproved Natural Vegetation

Collect all signs of sewage solids and sewage-related material either by protected hand or with the use of rakes and brooms. Wash down the affected area with clean dechlorinated water until the water runs clear. The flushing volume will be approximately three times the estimated volume of the spill. Either contain or vacuum up the wash water so that none is released. Allow the area to dry. Repeat the process if additional cleaning is required.

Natural Waterways

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The Department of Fish and Wildlife will be notified by CalOES for SSOs greater than or equal to 1,000 gallons.

Wet Weather Modifications
Omit flushing and sampling during heavy storm events (i.e., sheet of rainwater across paved surfaces) with heavy runoff where flushing is not required and sampling would not provide meaningful results.

8.4 Public Notification

Signs will be posted and barricades put in place to keep vehicles and pedestrians away from contact with spilled sewage. County Environmental Health instructions and directions regarding placement and language of public warnings will be followed. Additionally, the Public Works Maintenance Manager for Utilities will use their best judgment regarding supplemental sign placement in order to protect the public and local environment. Signs will not be removed until directed by County Environmental Health, the Public Works Maintenance Manager for Utilities or designee.

Creeks, streams and beaches that have been contaminated as a result of an SSO will be posted at visible access locations until the risk of contamination has subsided to acceptable background bacteria levels. The area and warning signs, once posted, will be checked every day to ensure that they are still in place. Photographs of sign placement will be taken.

In the event that an overflow occurs at night, the location will be inspected first thing the following day. The field crew will look for any signs of sewage solids and sewage-related material that may warrant additional cleanup activities.

When contact with the local media is deemed necessary, the Public Works Director or their designee will provide the media with all relevant information.

9. Water Quality

ref. SWRCB Order No. 2006-0003-DWQ Element 6(f)

9.1 Waters of the State

Waters of the State (or waters of the United States) means any surface water, including saline waters, within the boundaries of California. In case of a sewage spill, storm drains are considered to be waters of the State unless the sewage is completely contained and returned to the wastewater collection system and that portion of the storm drain is cleaned.

9.2 Water Quality Sampling and Testing

Water quality sampling and testing is required for Category 1 SSOs of 50,000 gallons or greater to determine the extent and impact of the SSO. The water quality sampling procedures must be implemented within 48 hours and include the following:

- The first responders will collect samples as soon as possible after the discovery and mitigation of the SSO event.

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- The water quality samples will be collected from upstream of the spill, from the spill area, and downstream of the spill in flowing water (e.g. creeks). The water quality samples will be collected near the point of entry of the spilled sewage.
- The samples shall then be brought to the City's currently contracted lab for analysis.

9.3 Water Quality Monitoring Plan

The City Water Quality Monitoring Plan will be implemented immediately upon discovery of any Category 1 SSO of 50,000 gallons or more in order to assess impacts from SSOs to surface waters. The SSO Water Quality Monitoring Program will:

1. Contain protocols for water quality monitoring.
2. Account for spill travel time in the surface water and scenarios where monitoring may not be possible (e.g. safety, access restrictions, etc.)
3. Require water quality analyses for ammonia and bacterial indicators to be performed by an accredited or certified laboratory.
4. Require monitoring instruments and devices used to implement the SSO Water Quality Monitoring Program to be properly maintained and calibrated, including any records to document maintenance and calibration, as necessary, to ensure their continued accuracy.
5. Within 48 hours of the City becoming aware of the SSO, require water quality sampling for ammonia and total and fecal coliform.
6. Observe proper chain of custody procedures.

9.4 SSO Technical Report

The City will submit an SSO Technical Report to the CIWQS Online SSO Database within 45 calendar days of the SSO end date for any SSO in which 50,000 gallons or greater are spilled to surface waters. The Deputy Public Works Director will supervise the preparation of this report and will certify this report. This report, which does not preclude the Water Boards from requiring more detailed analyses if requested, shall include at a minimum, the following:

<u>Causes and Circumstances of the SSO:</u>

- Complete and detailed explanation of how and when the SSO was discovered.
- Diagram showing the SSO failure point, appearance point(s), and final destination(s).
- Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
- Detailed description of the cause(s) of the SSO.
- Copies of original field crew records used to document the SSO.
- Historical maintenance records for the failure location.

<u>City's Response to SSO:</u>

- Chronological narrative description of all actions taken by the City to terminate the spill.
- Explanation of how the SSMP Overflow Emergency Response Plan was implemented to respond to and mitigate the SSO.
- Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.

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Water Quality Monitoring:

- Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
- Detailed location map illustrating all water quality sampling points.

10. Sewer Backup Into/Onto Private Property Claims Handling Procedure

It is the procedure of the City that a claims form shall be offered to anyone wishing to file a claim. The following procedures will be observed for all sewer overflows/backups into/onto private property:

- City Maintenance/Standby Crew will offer a City claim form whenever it is possible that the sanitary sewer backup may have resulted from an apparent blockage in the City-owned sewer lines or whenever a City customer requests a claim form. The claim may later be rejected if subsequent investigations into the cause of the loss indicate the City was not at fault.

- It is the responsibility of the Maintenance/Standby Crew to gather information regarding the incident and notify the Public Works Maintenance Manager for Utilities or his/her designee.

- It is the responsibility of the Risk Manager or his/her designee to review all claims and to oversee the adjustment and administration of the claim to closure.

11. Notification, Reporting, Monitoring and Recordkeeping Requirements

ref. SWRCB Order No. 2006-0003-DWQ Element 6(c)

In accordance with the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (SSS GWDRs), the City of Milpitas maintains records for each sanitary sewer overflow. Records include:

- Documentation of response steps and/or remedial actions
- Photographic evidence to document the extent of the SSO, field crew response operations, and site conditions after field crew SSO response operations have been completed. The date, time, location, and direction of photographs taken will be documented.
- Documentation of how any estimations of the volume of discharged and/or recovered volumes were calculated including all assumptions made.

Regulator required notifications are outlined in Section 11.1 on the following page.

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11.1 Regulator Required Notifications

ELEMENT	REQUIREMENT	METHOD
NOTIFICATION	Within two hours of becoming aware of any Category 1 SSO greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water, the City will notify the California Office of Emergency Services (CalOES) and obtain a notification control number.	Call Cal OES at: **(800) 852-7550**
REPORTING	• Category 1 SSO: The City will submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date. • Category 2 SSO: The City will submit draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date. • Category 3 SSO: The City will submit certified report within 30 calendar days of the end of month in which SSO the occurred. • SSO Technical Report: The City will submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters. • "No Spill" Certification: The City will certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred. • Collection System Questionnaire: The City will update and certify every 12 months	Enter data into the CIWQS Online SSO Database[1] (http://ciwqs.waterboards.ca.gov/) certified by the Legally Responsible Official(s) [2]. All information required by CIWQS will be captured in the Sanitary Sewer Overflow Report. Certified SSO reports may be updated by amending the report or adding an attachment to the SSO report within 120 calendar days after the SSO end date. After 120 days, the State SSO Program Manager must be contacted to request to amend an SSO report along with a justification for why the additional information was not available prior to the end of the 120 days.
WATER QUALITY MONITORING	The City will conduct water quality sampling within 48 hours after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.	Water quality results will be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.
RECORD KEEPING	The City will maintain the following records: • SSO event records. • Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP. • Records documenting Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters. • Collection system telemetry records if relied upon to document and/or estimate SSO Volume.	Self-maintained records shall be available during inspections or upon request.

[1] In the event that the CIWQS online SSO database is not available, the Public Works Maintenance Manager for Utilities will notify SWRCB by phone and will fax or e-mail all required information to the RWQCB office at (510) 622-2460 in accordance with the time schedules identified above. In such an event, the City will submit the appropriate reports using the CIWQS online SSO database when the database becomes available. A copy of all documents that certify the submittal in fulfillment of this section shall be retained in the SSO file. 2

The City always has at least one LRO. Any change in the LRO(s) including deactivation or a change to contact information, will be submitted to the SWRCB within 30 days of the change by calling (866) 792-4977 or emailing help@ciwqs.waterboards.ca.gov.

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For reporting purposes, if one SSO event of whatever category results in multiple appearance points in a sewer system, a single SSO report is required in CIWQS that includes the GPS coordinates for the location of the SSO appearance point closest to the failure point, blockage or location of the flow condition that cause the SSO, and descriptions of the locations of all other discharge points associated with the single SSO event.

Reporting SSOs to Other Regulatory Agencies These reporting requirements do not preclude an enrollee from reporting SSOs to other regulatory agencies pursuant to state law. In addition, these reporting requirements do not replace other Regional Water Board notification and reporting requirements for SSOs.

11.2 Complaint Records

The City maintains records of all complaints received whether or not they result in sanitary sewer overflows. These complaint records include:

- Date, time, and method of notification
- Date and time the complainant or informant first noticed the SSO or occurrence related to the call
- Narrative description describing the complaint
- A statement from the complainant or informant, if they know, of whether or not the potential SSO may have reached waters of the state
- Name, address, and contact telephone number of the complainant or informant reporting the potential SSO (if not reported anonymously)
- Follow-up return contact information for each complaint received (if not reported anonymously)
- Final resolution of the complaint with the original complainant
- Work service request information used to document all feasible and remedial actions taken

The above information is entered into the Maintenance Connection software. Electronic records and hard copies are maintained for two years plus the current year. Hard copy SSO records are maintained for five years.

12. Post SSO Event Debriefing *ref. SWRCB Order No. 2006-0003-DWQ Element 6(d)*

Every SSO event is an opportunity to evaluate the City response and reporting procedures. Each overflow event is unique, with its own elements and challenges including volume, cause, location, terrain, climate, and other parameters.

As soon as possible after Category 1 and Category 2 SSO events all of the participants, from the person who received the call to the last person to leave the site, will meet to review the procedures used and to discuss what worked and where improvements could be made in preventing or responding to and mitigating future SSO events. The results of the debriefing will be documented and tracked to ensure the action items are completed as scheduled.

13. Failure Analysis Investigation *ref. SWRCB Order No. 2006-0003-DWQ Element 6(d)*

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The objective of the failure analysis investigation is to determine the “root cause” of the SSO and to identify corrective action(s) needed that will reduce or eliminate future potential for the SSO to recur or for other SSOs to occur.

The investigation will include reviewing all relevant data to determine appropriate corrective action(s) for the line segment. The investigation will include:

- Reviewing and completing the Sanitary Sewer Overflow Report (in Appendix B and Appendix C) and any other documents related to the incident
- Reviewing the incident timeline and other documentation regarding the incident
- Reviewing communications with the reporting party and witness
- Reviewing volume estimate, volume recovered estimate, volume estimation assumptions and associated drawings
- Reviewing available photographs
- Interviewing staff that responded to the spill
- Reviewing past maintenance records
- Reviewing past CCTV records,
- Conducting a CCTV inspection to determine the condition of all line segments following the SSO and reviewing the video and logs,
- Reviewing any Fats, Oils, Roots and Grease (FROG) related information or results
- Post SSO debrief records
- Interviews with the public at the SSO location

The product of the failure analysis investigation will be the determination of the root cause and the identification and scheduling of the corrective actions. The Collection System Failure Analysis Form (in Appendix B and Appendix C) will be used to document the investigation.

14. SSO Response Training *ref. SWRCB Order No. 2006-0003-DWQ Element 6(d)*

This section provides information on the training that is required to support this Overflow Emergency Response Plan.

14.1 Initial and Annual Refresher Training

All City personnel who may have a role in responding to, reporting, and/or mitigating a sewer system overflow will receive training on the contents of this OERP. All new employees will receive training before they are placed in a position where they may have to respond. Current employees will receive annual refresher training on this plan and the procedures to be followed. The City will document all training.

Affected employees will receive annual training on the following topics by knowledgeable trainers:

- The City’s Overflow Emergency Response Plan and Sanitary Sewer Management Plan
- Sanitary Sewer Overflow Volume Estimation Techniques
- Researching and documenting Sanitary Sewer Overflow Start Times
- Impacted Surface Waters: Response Procedures
- State Water Resources Control Board Employee Knowledge Expectations
- Employee Core Competency Evaluations on Sanitary Sewer Operations
- Water Quality Sampling Plan
- Traffic and Crowd Control

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The City will verify that annual safety training requirements are current for each employee, and that employees are competent in the performance of all core competencies. This will be verified through electronic testing, interviews and observations. The City will address, through additional training/instruction, any identified gaps in required core competencies.

Through SWRCB Employee Knowledge Expectations training the employee will be able to answer the following:

1. Please briefly describe your name and job title.
2. Please describe for us approximately when you started in this field and how long you have worked for your agency.
3. Please expand on your current position duties and role in responding in the field to any SSO complaints.
4. Please describe your SOPs used to respond/mitigate SSOs when they occur.
5. Describe any training your agency provides or sends you to for conducting spill volume estimates.
6. We are interested in learning more about how your historical SSO response activities have worked in the field. We understand from discussions with management earlier that you use the OERP from the SSMP. Please elaborate on how you implement and utilize the procedures in the plan.
7. Historically, before any recent changes, can you please walk us through how you would typically receive and respond to any SSO complaints in the field?
8. Can you tell us who is responsible for estimating SSO volumes discharged? If it is you, please describe how you go about estimating the SSO volume that you record on the work order/service request forms?
9. What other information do you collect or record other than what is written on the work order form?
10. Describe if and when you ever talk with people that call in SSOs (either onsite or via telephone) to further check out when the SSO might have occurred based on what they or others know? If you do this, can you tell us where this information is recorded?
11. We understand you may be instructed to take pictures of some sewer spills/backups into structures. Other than these SSOs, when else would you typically take any pictures of an SSO?
12. Please walk us through anything else you'd like to add to help us better understand how your field crews respond and mitigate SSO complaints.

14.2 SSO Response Drills

Periodic training drills or field exercises will be held to ensure that employees are up to date on these procedures, equipment is in working order, and the required materials are readily available. The training drills will cover scenarios typically observed during sewer related emergencies (e.g. mainline blockage, mainline failure, and lateral blockage). The results and the observations during the drills will be recorded and action items will be tracked to ensure completion.

14.3 SSO Training Record Keeping

Records will be kept of all training that is provided in support of this plan. The records for all scheduled training courses and for each overflow emergency response training event and will include date, time, place, content, name of trainer(s), and names and titles of attendees.

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14.4 Contractors Working On City Sewer Facilities

All construction contractors working on City sewer facilities will be required to develop a project specific OERP, will provide project personnel with training regarding the content of the contractor's OERP and their role in the event of an SSO, and to follow that OERP in the event that they cause or observe an SSO. Emergency response procedures shall be discussed at project pre-construction meetings, regular project meetings and after any contractor involved incidents. l service contractors will be provided, and required to observe contractor procedures. See Appendix E: Contractor Orientation.

15. High Priority Assets

The following assets need to be monitored and inspected prior to, during, and following an extreme weather event or natural disaster:

Critical Asset	Location	Access	Monitor and Inspection Description
Main Lift Station	1425 N. McCarthy Blvd.	Card Key or EM1 key	Check station for normal operation and status
Venus Lift Station	1085 Venus Way	EM1 key	Check station for normal operation and status

16. Authority

- Health & Safety Code Sections 5410-5416
- CA Water Code Section 13271
- Fish & Wildlife Code Sections 5650-5656
- State Water Resources Control Board Order No. 2006-0003-DWQ
- State Water Resources Control Board Order 2013-009-DWQ effective September 9, 2013

17. References

- Sanitary Sewer Overflow and Backup Response Field Guide, 2013, DKF Solutions Group, LLC
- Appendix A: Regulatory Notifications Packet
- Appendix B: Sanitary Sewer Backup Packet
- Appendix C: Sanitary Sewer Overflow Packet
- Appendix D: Field Sampling Kit
- Appendix E: Contractor Orientation

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Appendix A

REGULATORY NOTIFICATIONS PACKET

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Regulatory Notifications Packet

Instructions:

1. Receive call from on-site sewer crew reporting a Sanitary Sewer Overflow.
2. Open this packet.
3. Refer to the Regulatory Reporting Guide (A-1) for instructions.
4. Use the SSO Reporting Checklist for the appropriate category of spill (A-2a or A-2b) to document that all notifications are made according to the reporting schedule.

Contents:

Form	Page Number
Regulatory Reporting Guide	A-1
Reporting Checklist: Category 1	-2a
Reporting Checklist: Categories 2 and 3	-2b
RWQCB Notification Fax	-3

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Regulatory Notifications Packet Regulatory Reporting Guide

A-1 Side A

Reporting Instructions				
Deadline	**See reverse side for contact information and definitions of the categories** of spills of untreated or partially treated wastewater from publically owned sanitary sewer system			**Spill from Private Lateral**
	Category 1	**Category 2**	**Category 3**	
2 hours after awareness of SSO	If SSO is greater than or equal to 1,000 gallons, call CalOES at (800) 852-7550. Notify Santa Clara Valley Water District for any SSOs impacting creeks that are part of their drinking water system.	-	-	-
As soon as possible	If SSO impacts private property that may be due to a failure in the City sewer and/or if the City believes a claim for damages may be submitted against the City contact ABAG Plan Corporation and the Risk Manager. See Side B for contact information.			-
48 Hours after awareness of SSO	If 50,000 gal or more were not recovered, begin water quality sampling and initiate impact assessment	-	-	-
3 Days after awareness of SSO	Submit Draft Spill Report in the CIWQS* database	Submit Draft Spill Report in the CIWQS* database	-	-
15 Calendar Days after the SSO end date	Certify Spill Report in CIWQS* within 15 calendar days of the SSO end date. Update as needed until 120 days after SSO end time	Certify Spill Report in the CIWQS* database within 15 calendar days of the SSO end date. Update as needed until 120 days after SSO end time	-	-
30 Days after end of calendar month in which SSO occurred	-	-	Certify Spill Report in the CIWQS* database. Update as needed until 120 days after SSO end time	-
45 days after SSO end time	If 50,000 gal or more were not recovered, submit SSO Technical Report using CIWQS*	-	-	-

* In the event that the CIWQS online SSO database is not available , the enrollee must fax or e-mail all required information to the appropriate Regional Water Board office in accordance with the time schedules identified

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herein.and complete the following until the CIWQS online SSO database becomes available: (See contact information on Side B)

1. Make required notifications to the San Francisco Regional Water Quality Control Board (SFRWQCB office) using A-3, and
2. Notify the State Water Resources Control Board (SWRCB) by phone or email

Note: For reporting purposes, if one SSO event results in multiple appearance points, complete one SSO report in the CIWQS SSO Online Database, and report the location of the SSO failure point, blockage or location of the flow condition that caused the SSO, in the CIWQS SSO Online Database, including all the discharge points associated with the SSO event.

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Contact Information

Contact	Telephone/Fax/Email	
CalOES	(800) 852-7550	
Santa Clara Valley Water District	(888) 510-5151 (leave information per automated instructions)	
ABAG Plan Corporation/Sedgewick Claims Services		
1) Tiffany Roduit, Claims Specialist 2) Cynthia Gordon, Unit Manager	1) Telephone: (925) 349-3878 Cell: (925) 808-5072	2) Telephone: (925) 349-3916
If you do not receive a call back from Tiffany Roduit within 30 minutes, call: Tasso Mavroudis, Secondary Contact	Telephone: 650.228.6611	
Risk Management Staff	(408) 586-3144	
San Francisco Regional Water Quality Control Board (SFRWQCB):	Telephone: (510) 622-2369 Fax: (510) 622-2460	
State Water Resources Control Board (SWRCB):		
Russell Norman, P.E.	(916) 323-5598	Russell.Norman@waterboards.ca.gov
Gil Vasquez, Water Resources Control Engineer	(916) 322-1400	Gil.Vasquez@waterboards.ca.gov

Authorized Personnel

The following are authorized to perform regulatory reporting:

Title	Telephone	Cell	✓ If LRO*
Public Works Maintenance Manager for Utilities	(408) 586-2643	(408) 690-3617	✓
Deputy Public Works Director	(408) 586-2603	(408) 209-4883	✓
Public Works Director	(408) 586-2602	(408) 712-7812	✓

**Legally Responsible Official (LRO) is authorized to electronically sign and certify SSO reports in CIWQS.*

Definitions of Spill Categories

The response crew will complete the SSO Report form in the SSO Packet to document how category was determined.

Category	Definition
Category 1:	Discharge of untreated or partially treated wastewater of any volume resulting from a sanitary sewer system failure or flow condition that either: • Reaches surface water and/or drainage channel tributary to a surface water; or • Reached a Municipal Separate Storm Sewer System (MS4) and was not fully captured and returned to the sanitary sewer system or otherwise captured and disposed of properly.

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Category 2:	Discharge of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from a sanitary sewer system failure or flow condition that either: • Does not reach surface water, a drainage channel, or an MS4, or • The entire SSO discharged to the storm drain system was fully recovered and disposed of properly.
Category 3:	All other discharges of untreated or partially treated wastewater resulting from a sanitary sewer system failure or flow condition

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Regulatory Notifications Packet

Category 1 SSO Reporting Checklist

A-2a

Use this Checklist for Category 1 SSOs only

STEP 1: Receive call from crew.

STEP 2: 2-hour Notification

☐☐ If SSO is greater than or equal to 1,000 gallons, notify CalOES within 2 hours of the time the agency was notified of the spill (800) 852-7550: ○ Date Called: ___ ○ Time called: :____ ☐ AM ☐ PM ○ CalOES Control number: ___ ○ CalOES Operator Name:

STEP 3: As soon as possible

If SSO impacts private property that may be due to a failure in the City sewer and/or if the City believes a claim for damages may be submitted against the City, notify the following:

☐☐ Contact ABAG Plan Corporation

☐☐ Risk Management Staff

STEP 4: Within 48-Hours after awareness of SSO

☐☐ Only if 50,000 gallons or more was not recovered, implement Water Quality Monitoring Plan.

STEP 5: Within 3 Days after awareness of SSO

☐☐ Submit a Draft Spill Report using the CIWQS online reporting database.

STEP 6: Within 15 Calendar Days after the SSO end date

☐☐ Certify the Spill Report using the CIWQS online reporting database. Updates to the Spill Report may be made for up to 120 days following the conclusion of the SSO Response.

STEP 7: Within 45 Days after SSO end time

☐☐ Within 45 days after the SSO end time, submit an SSO Technical Report using the CIWQS online reporting database only if 50,000 gallons or more was spilled to surface waters.

This form completed by: _____ _____ _____

Name *Title* *Date*

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Regulatory Notifications Packet

Category 2 & 3 SSO Reporting Checklist

A-2b

Use this Checklist for Category 2 and 3 SSOs only

STEP 1: Receive call from crew.

STEP 2: As soon as possible

If SSO impacts private property that may be due to a failure in the City sewer and/or if the City believes a claim for damages may be submitted against the City, notify the following:

☐☐ ABAG Plan Corporation

☐☐ Risk Management Staff

STEP 3: Submit Draft Spill Report (Category 2 only)

☐☐ Submit a Draft Spill Report using the CIWQS online reporting database within 3 days after awareness of Category 2 SSO.

STEP 4: Certify Spill Report

☐☐ Certify the Spill Report using the CIWQS online reporting database:

- Category 2 SSO: Within 15 calendar days after the SSO end date
- Category 3 SSO: Within 30 days after the end of the calendar month in which the SSO occurred

☐☐ Updates to the Spill Report may be made for up to 120 days following the conclusion of the SSO Response.

This form completed by: _____ _____ _____

Name *Title* *Date*

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Regulatory Notifications Packet

Regional Water Quality Control Board Notification Fax

A-3

NOTE TO City of Milpitas Staff: Only use this form in the event that the CIWQS online SSO database is not available

FAX TO: San Francisco Regional Water Quality Control Board
Fax Number: (510) 622-2460
Telephone: (510) 622-2369

Date: _____

Pages: _____

FROM: City of Milpitas
Telephone: (408) 586-2600
Fax: (408) 586-2608

Address of SSO: _____ City: _____

County: _____ Date/Time: _____

SSO Start Time: _____ SSO Stop Time: _____

Volume of SSO: _____ Volume Recovered: _____

Final Disposition: _____

_____

Affected Water Body: _____

Samples Collected? ☐YES ☐NO

Taken to: _____

Crew Members: _____

Agencies Notified	Number(s)		Contact	Time	Date
CalOES	(800) 852-7550	☐YES ☐NO	_____	_____	_____
CIQWS		☐YES ☐NO	_____	_____	_____

OTHER: _____

_____

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Appendix B

SANITARY SEWER BACKUP RESPONSE PACKET

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Sanitary Sewer Backup Response Packet

Table of Contents

Form	Form Number
Instructions and Chain of Custody	packet envelope
Backup Response Flowchart	B-1
Bubbled Toilets Letter	-2
First Responder Form	-3
Sanitary Sewer Overflow Report	-4
Start Time Determination Form	-5
Volume Estimation Forms	-6a, -6b, -6c
Lateral CCTV Report	-7
Claims Submittal Checklist	-8
Collection System Failure Analysis Form	-9
Customer Service Packet	
Instructions	packet envelope
Customer Information	CS-1
Claim Form	-2
Sewer Spill Reference Guide	pamphlet
Regulatory Notifications Packet	
Instructions	envelope
Regulatory Reporting Guide	A-1
Category 1 SSO Reporting Checklist	-2a
Category 2 & 3 SSO Reporting Checklist	-2b
RWQCB Notification Fax	-3
Door Hanger	

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In the event of a **Sewer Backup** into a home/business
READ THIS FIRST

- ❑ **If this is a Category 1 SSO greater than or equal to 1,000 gallons, IMMEDIATELY contact the Public Works Maintenance Manager for Utilities:**
  - Office: (408) 586-2643
  - Cell: (408) 690-3617

  (Public Works Maintenance Manager for Utilities: Contact CalOES to make 2-hour notification)

- ❑ **If the backup is into/onto private property AND possibly due to a problem in the public sewer, notify Public Works Maintenance Manager for Utilities.**

  (Public Works Maintenance Manager for Utilities: Contact Tiffany Roduit, Claims Specialist at Sedgwick Claims Services/ABAG Plan Claims Team at (925) 349-3878 telephone or (925) 808-5072 cell. If she cannot be reached within 30 minutes, call Tasso Mavroudis, Secondary Contact 650.228.6611 cell.

- ❑ **Media requests must be directed to the Public Works Director or their designee.**

Maintenance/Standby Crew:

- ❑ Follow the instructions on the Sewer Backup Response Flowchart (B-1). Note: If multiple dwelling units are affected, use one packet per unit and check here: ☐
- ❑ If indicated on the flowchart, give the customer the Bubbled Toilets Letter and/or the Customer Service Packet and have them initial here:
  Customer acknowledgement of receipt of Bubbled Toilets Letter: _____
  Customer acknowledgement of receipt of Customer Service Packet: ____
- ❑ Place completed forms in this envelope, complete the Chain of Custody record (right) and forward this packet to the Public Works Maintenance Manager for Utilities.

Print Name: _____

Initial: _____

Date: _____

Time: _____

Public Works Maintenance Manager for Utilities:

Follow the instructions on the bottom of the Sewer Backup Response Flowchart (B-1).

- ❑ Complete the Regulatory Notifications Packet.
- ❑ Complete the Claims Submittal Checklist.
- ❑ Complete the Chain of Custody record (right) and forward this packet to the City Clerk.

Print Name: _____

Initial: _____

Date: _____

Time: _____

Risk Management Staff:

- ❑ Refer to the Claims Submittal Checklist.

City of Milpitas Overflow Emergency Response Plan: Sanitary Sewer Backup Packet

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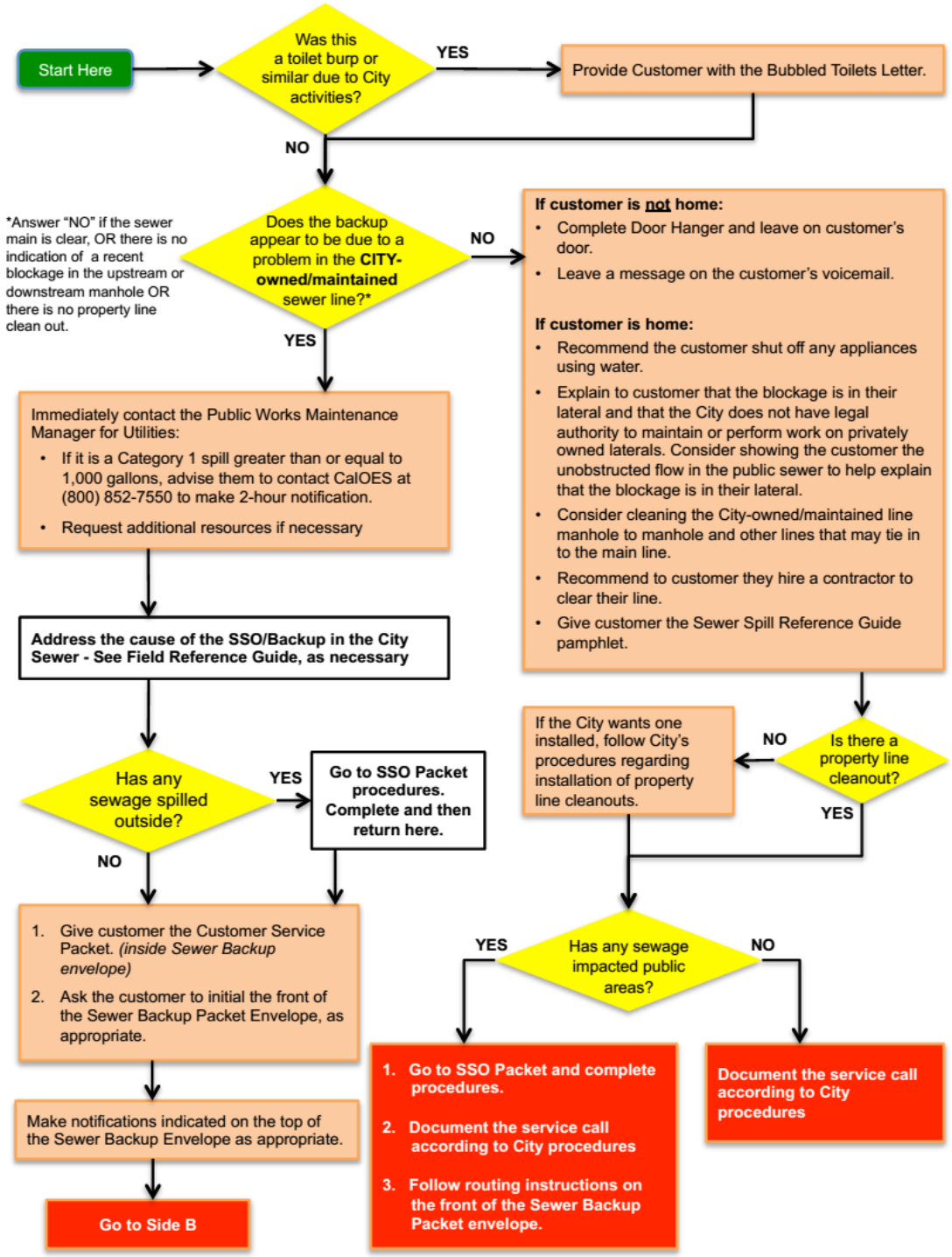
Sanitary Sewer Backup Response Packet
Backup Response Flowchart

B-1
Side A



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Sanitary Sewer Backup Response Packet
Backup Response Flowchart

B-1
Side B

Continue Here From Side A

1. Remove the First Responder Form from the Sewer Backup Packet envelope and complete.
2. Take photographs of affected and non-affected areas, if allowed by customer. Try to get pictures showing where the damaged areas stopped.

Complete the following forms (in the Sewer Backup Envelope):
- Sanitary Sewer Overflow Report
- Start Time Determination Form (Remember, the spill was probably already occurring before it was reported.)
- Volume Estimation (Use one or more worksheets and/or methods listed in the Field Guide.)

Clean any overflow **outside** of the building.

Can you locate a backflow prevention device (BPD) or cleanout on the affected building?

YES → Ask for permission to photograph the backflow prevention device or cleanout and photograph, if allowed.

NO →

Do you want the lateral televised? (if applicable)

YES →
1. Complete a City work order to have lateral televised as soon as possible
2. Complete Lateral CCTV Report (inside the Sewer Backup Packet envelope)

NO →

1. **Document the service call according to City procedures.**
2. **Complete the remaining instructions on the front of the Sewer Backup Packet.**
3. **Follow routing instructions as indicated on the front of the Sewer Backup Packet.**

MEDIA AND PUBLIC RELATIONS GUIDELINES:

Exercise caution in contacts with the public or media when you respond to a spill. Any information you provide or statements you make may become pertinent in the event of possible court action, it is important to **AVOID THE FOLLOWING**:
- Giving out the wrong information including providing incorrect facts about a company or other agency
- Making accusations against customers, businesses or other agencies
- Speculating about the situation you are responding to

Be courteous and attempt to provide accurate information to questions within the limits above. In some cases, it may be appropriate to say that we do not have any information, or to delay answering a question and then to say when an answer might be available.

In most cases, refer media requests to the Public Works Director or designee as indicated on the front of the Sewer Backup Packet envelope.

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Sanitary Sewer Backup Response Packet

Bubbled Toilets Letter

B-2

Dear City of Milpitas Customer,

Thank you for informing us that your toilet bubbled while our crews were working in proximity of your property. We apologize for the inconvenience and hope that this letter will answer some of your questions about bubbling toilets.

1. **Is this a health risk?**
   The water that came out of your toilet is potable water from the toilet bowl. Unless your toilet was in use when this occurred, this water is no different than that encountered while cleaning your toilet.

2. **What is the City doing in the street?**
   In order to insure reliable sewer service, the City inspects, cleans, and repairs its sewer system on a continuous basis.

3. **How does sewer cleaning cause my toilet to bubble?**
   Typical industry cleaning equipment uses high-pressure water to clean sewers. The first step is to use the high-pressure water jets to propel the hose and cleaning nozzle upstream as far as 800 feet. During this process, air within the main pipe is displaced and sometimes goes up the private lateral pipe and releases though the toilet. This can also happen during the cleaning phase, when high-pressure water is pulled downstream to the cleaning truck.

4. **What causes the air to come from my toilet?**
   Over the years, City crews have found that the bubbling of toilets have many causes, some of which are:
   - Obstructed vent pipes;
   - Vent pipes that are positioned too far from the toilet;
   - Lateral pipes that may be in use as the crew is cleaning (e.g. draining washing machine, draining bathtub, etc.);
   - Lateral pipes that may have obstructions that are causing them to hold water (e.g. roots, grease, etc.).

5. **What does City staff do, once informed of a bubbling toilet?**
   Once notified of a bubbling toilet, the crew leader explains to the customer what has happened. The crew leader then makes notes and completes paperwork that puts the address on the City's list. In the future, crews will notice that this address was "bubbled" at one time, and, before commencing the cleaning, they will notify the occupant of the possibility of bubbling toilets. In the event the occupant is not present when the cleaning begins, the crews will attempt to open clean-outs and/or lower water pressure to avoid bubbling.

6. **What can I do to prevent my toilet from bubbling?**
   When a sewer begins to drain slowly, it may be a sign that it needs to be cleaned or repaired. Trees and shrubs may have root structures that are entering the lateral pipe. The homeowner needs to make sure to have a clean-out for accessing the line. It is the homeowner's responsibility to keep the sewer lateral pipe in good working condition.

It is always a good idea to keep the toilet lid down when not in use, and not install carpets in the bathroom unless they can be easily removed and cleaned. For more information please call the Public Works Maintenance Manager for Utilities at (408) 586-2643.

Sincerely,

City of Milpitas

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City of Milpitas: Overflow Emergency Response Plan	
Sanitary Sewer Backup Response Packet **First Responder Form**	**B-3** **Side A**

Fill out this form as completely as possible.
Ask customer if you may enter the home. If so, take photos of all damaged and undamaged areas.

PERSON COMPLETING THIS FORM: Name: _____ Title: _____	PHONE: DATE: TIME:
TIME STAFF ARRIVED ON-SITE:	
DID CUSTOMER CALL CLEANING CONTRACTOR? ☐ Yes ☐ No If YES, name of contractor:	
RESIDENT NAME: ☐ Owner ☐ Renter	IF RENT, PROPERTY MANAGER(S): OWNER:
STREET ADDRESS: CITY, STATE AND ZIP: PHONE:	STREET ADDRESS: CITY, STATE AND ZIP: PHONE:
Is nearest upstream manhole visibly higher than the drain/fixture that overflowed? ☐ Yes ☐ No	
# OF PEOPLE LIVING AT RESIDENCE:	

Approximate Age of Home:	# of Bathrooms:	# of Rooms Affected:
Approximate Amount of Spill (gallons):	Approximate Time Sewage Has Been Sitting (hrs/days):	

Numbers of Photographs or Videos Taken: ☐ Photographs ☐ Video	What device are photos/video stored on?

Does property have a Property Line Cleanout or BPD?	☐ YES ☐ NO ☐ Unknown
If yes, was the Property Line Cleanout/BPD operational at the time of the overflow?	☐ YES ☐ NO ☐ Unknown
Have there ever been any previous spills at this location?	☐ YES ☐ NO ☐ Unknown
Has the resident had any plumbing work done recently? *If YES, please describe:*	☐ YES ☐ NO

GO TO SIDE B

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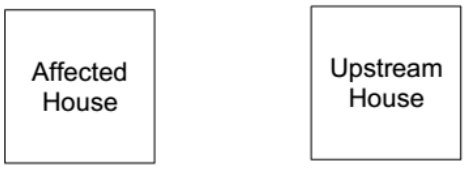
Sanitary Sewer Backup Response Packet
First Responder Form

B-3
Side B

SANITARY SEWER LINE BLOCKAGE LOCATION

PLEASE CHECK THE BOXES THAT DESCRIBE YOUR OBSERVATIONS:	
Customer Cleanout Was: ☐ Non-Existent ☐ Full ☐ Empty	Public Cleanout was: ☐ Non-Existent ☐ Full ☐ Empty

On the diagram below, indicate the location of the sewer line and where the problem occurred.



Did sewage go under buildings? ☐ Yes ☐ No ☐ Unsure

Recommended Follow-Up Action(s):

Place completed form in Sewer Backup Envelope and follow routing instructions

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Sanitary Sewer Backup Response Packet

Sanitary Sewer Overflow Report

B-4
Side A

INSTRUCTIONS: Complete all items *EXCEPT* those that are shaded gray

SSO Category *(check one)*:

☐ Category 1: Discharge of untreated or partially treated wastewater of any volume resulting from a sanitary sewer system failure or flow condition that either (1) Reaches surface water and/or drainage channel tributary to a surface water; OR (2) Reached a Municipal Separate Storm Sewer System (MS4) and was not fully captured and returned to the sanitary sewer system or otherwise captured and disposed of properly.

☐ Category 2: Discharge of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from a sanitary sewer system failure or flow condition that either (1) Does not reach surface water, a drainage channel, or an MS4, OR (2) The entire SSO discharged to the storm drain system was fully recovered and disposed of properly.

☐ Category 3: All other discharges of untreated or partially treated wastewater resulting from a sanitary sewer system failure or flow condition

A. SSO LOCATION		
SSO Location Name:		
Latitude Coordinates*:	Longitude Coordinates:	
Street Name and Number:		
Nearest Cross Street:	City:	Zip Code:
County:	SSO Location Description:	

B. SSO OCCURRING TIME (complete Start Time Determination Form and then complete information below)	
Estimated SSO start date:	Estimated SSO start time:
Date SSO reported to sewer crew:	Time SSO reported to sewer crew:
Date sewer crew arrived:	Time sewer crew arrived:
Who was interviewed to help determine start time?	
Estimated SSO end date:	Estimated SSO end time:

C. SSO DESCRIPTION (Complete Volume Estimation Worksheets and/or refer to Field Guide as needed for estimations.)

SSO Appearance Point (check one or more): ☐ Combined Sewer D.I. (Combined CS Only) ☐ Force Main ☐ Gravity Mainline
☐ Lateral Cleanout (Private) ☐ Lateral Cleanout (Public) ☐ Inside Building or Structure ☐ Manhole ☐ Pump Station
☐ Lower Lateral (Private) ☐ Lower Lateral (Public) ☐ Upper Lateral (Private) ☐ Upper Lateral (Public)
☐ Other Sewer System Structure (specify):

Were there multiple appearance points? ☐ No ☐ Yes, number of appearance points:

Did the SSO reach a drainage channel and/or surface water? ☐ Yes (*Category 1*) ☐No

If the SSO reached a storm sewer, was it fully captured and returned to the Sanitary Sewer? ☐ Yes ☐No (*Category 1*)

Was this spill from a private lateral? ☐ Yes ☐No If YES, name of responsible party:

Final Spill Destination: ☐ Ocean/ocean beach* ☐ Surface waters other than ocean ☐ Drainage channel ☐ Building/structure
☐ Separate Storm drain ☐ Combined storm drain ☐ Paved surface ☐ Unpaved surface ☐ Street/curb/gutter
☐ Other:
*Provide name(s) of affected drainage channels, beach, etc.:

Total Estimated SSO volume *(in gallons – 1,000gal or more = Category 1)*:			gallons
Est. volume that reached a separate storm drain that flows to a surface water body:	gal	Recovered:	gal
Est. volume that reached a drainage channel that flows to a surface water body:	gal	Recovered:	gal
Est. volume discharged directly to a surface water body:	gal	Recovered:	gal
Est. volume discharged to land:	gal	Recovered:	gal

Calc. Methods: ☐Eyeball ☐Photo Comparison ☐Upstream Lat. Connections ☐Area/Volume (include sketch/photo with dimensions)
☐Other (describe):

* If multiple appearance points, use the GPS coordinates for the location of the SSO appearance point closest to the failure point/blockage.

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Sanitary Sewer Overflow Response Packet

Sanitary Sewer Overflow Report

B-4
Side B

D. CAUSE OF SSO

Where did failure occur? (Check all that apply): ☐ Air Relief or Blow-Off Valve ☐ Force Main ☐ Gravity Mainline ☐ Siphon
☐ Lower Lateral (public) ☐ Lower Lateral (private) ☐ Manhole ☐ Pump Station (specify): ○Controls ○Mechanical ○Power
☐ Upper Lateral (public) ☐ Upper Lateral (private) Other:

SSO cause *(check all that apply)*: ☐ Air Relief or Blow-Off Valve Failure ☐ Construction Diversion Failure ☐ CS Maintenance
☐ Damage by others ☐ Debris (specify): ○from Construction ○from Lateral ○General ○Rags ☐ Flow Exceeded Capacity
☐ FROG (Fats, roots, oil, grease) ☐ Inappropriate Discharge ☐ Natural Disaster ☐ Operator Error ☐ Root Intrusion
☐ Pipe Structural Problem/Failure ☐ Pipe Structural Problem/Failure (Installation) ☐ Rainfall Exceeded Design
☐ Pump Station Failure (specify): ○Controls ○Mechanical ○Power ☐ Siphon Failure ☐ Vandalism
☐ Surcharged Pipe ☐ Non - Dispersible Wipes ☐ Other (specify):

Diameter (in inches) of pipe at point of blockage/spill cause (if applicable):

Sewer pipe material at point of blockage/spill cause (if applicable):

Estimated age of sewer asset at the point of blockage or failure (if applicable):

Description of terrain surrounding point of blockage/spill cause: ☐ Flat ☐ Mixed ☐ Steep

E. SSO RESPONSE

SSO response activities (check all that apply): ☐ Cleaned-Up ☐ Mitigated Effects of Spill ☐ Contained All or Portion of Spill
☐ Restored Flow ☐ Returned All Spill to Sanitary Sewer System ☐ Returned Portion of Spill to Sanitary Sewer System
☐ Property Owner Notified ☐ Other Enforcement Agency Notified (specify) ☐ Other (specify):

SSO response completed (date & time):

Visual inspection result of impacted waters (if applicable):

Any fish killed? ☐ Yes ☐ No Any ongoing investigation? ☐ Yes ☐ No

Were health warnings posted? ☐ Yes ☐ No If yes, provide health warning/beach closure posting/details:

Was there a beach closure? ☐ Yes ☐ No If yes, name of closed beach(es):

Were samples of impacted waters collected? ☐ Yes ☐ No
If YES, select the analyses: ☐ DO ☐ Ammonia ☐ Bacteria ☐ pH ☐ Temperature ☐ Other:

Recommended corrective actions: (check all that apply and provide detail)
☐ Add sewer to preventive maintenance program
☐ Adjust schedule/method of preventive maintenance
☐ Enforcement action against FROG source
☐ Inspect Sewer Using CCTV to Determine Cause
☐ Plan rehabilitation or replacement of sewer
☐ Repair Facilities or Replace Defect
☐ Other (specify)

What major equipment was used in the response?

List all agency personnel involved in the response including name, title and their role in the response:

F. NOTES

G. NOTIFICATION DETAILS

CalOES contacted date and time (if applicable):

CalOES Control Number (if applicable): Spoke to:

This form prepared by: NAME:	TITLE:	DATE:
This form reviewed by: NAME:	TITLE:	DATE:

Place completed form in Sewer Backup Envelope and follow routing instructions.

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Sanitary Sewer Backup Response Packet

Start Time Determination Form

B-5

SSO Start Date: _____ Location: _____

Accurate start time determination is an essential part of SSO volume estimation. Depending on the flow rate, being even one minute off can have a huge impact on the volume estimation. Be as precise as possible. Do not round to quarter hour increments. Start time must be based on all available information (interviews with neighbors, emergency responders, etc.)

What time was the City notified of the SSO? _____ ☐ AM ☐ PM

Who notified the City? _____

Did they indicate what time they noticed the SSO? ☐ YES ☐ NO If yes, what time? _____ ☐ AM ☐ PM

Who at the City received the notification? _____

What time did the crew arrive at the site of the SSO? _____ ☐ AM ☐ PM

Who was interviewed regarding the start time of the SSO? Include their name, contact information, and the statement they provided:

Name	Contact Information	Statement

Describe in detail how you determined the start time for this particular SSO:

SSO Start Date: _____ SSO Start Time: _____ ☐ AM ☐ PM

SSO End Date: _____ SSO End Time: _____ ☐ AM ☐ PM

SSO Duration: _____ **minutes**

This form completed by:

Name: _____ Signature: _____

Job Title: _____ Date: _____

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Sanitary Sewer Backup Response Packet

Volume Estimation: Eyeball Estimation Method

B-6a

Use this method only for small SSOs of less than 200 gallons.

SSO Date: _____ Location: _____

STEP 1: Position yourself so that you have a vantage point where you can see the entire SSO.

STEP 2: Imagine one or more buckets or barrels of water tipped over. Depending on the size of the SSO, select a bucket or barrel size as a frame of reference. It may be necessary to use more than one bucket/barrel size.

STEP 3: Estimate how many of each size bucket or barrel it would take to make an equivalent spill. Enter those numbers in Column A of the row in the table below that corresponds to the bucket/barrel sizes you are using as a frame of reference.

STEP 4: Multiply the number in Column A by the multiplier in Column B. Enter the result in Column C.

	A	B	C
Size of bucket(s) or barrel(s)	**How many of this size?**	**Multiplier**	**Estimated SSO Volume (gallons)**
1 gallon water jug		x 1 gallons	
5 gallon bucket		x 5 gallons	
32 gallon trash can		x 32 gallons	
55 gallon drum		x 55 gallons	
Other: _____ gallons		x _____ gallons	
		Estimated Total SSO Volume:	

STEP 5: Is rainfall a factor in the SSO? ☐Yes ☐No

If yes, what volume of the observed spill volume do you estimate is rainfall? _____ gallons

If yes, describe how you determined the amount of rainfall in the observed spill?

STEP 6: Calculate the estimated SSO volume by subtracting the rainfall from the SSO volume:

_____ gallons – _____ gallons = _____ gallons

Estimated SSO Volume Rainfall **Total Estimated SSO Volume**

Do you believe that this method has estimated the entire SSO? ☐Yes ☐No

If no, you MUST use additional methods to estimate the entire SSO. If yes, it is advisable to use additional methods to support the estimation. Explain why you believe this method has/has not estimated the entire SSO:

This worksheet completed by:

Name: _____ Signature: _____

Job Title: _____ Date: _____

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Volume Estimation: Duration and Flow Rate Comparison Method

SSO Date: _____ Location: _____

STEP 1: Compare the SSO to reference images on the following pages (B-6b pages 2 through 4) to estimate flow rate of the current overflow. Describe which reference photo(s) were used and any additional factors that influenced applying the reference photo data to the actual SSO:

Flow Rate Based on Photo Comparison: _____gallons per minute (gpm)

STEP 2: Complete the **Start Time Determination Form** to provide a detailed description of how start time was determined. Copy the SSO Duration from the Start Time Determination Form here:

SSO Duration: _____minutes

STEP 3: Multiply the flow rate by the SSO duration to calculate the estimated SSO volume.

_____gpm	X	_____minutes	=	_____gallons
Flow Rate		SSO Duration		Estimated SSO Volume

STEP 4: Did the SSO occur during a period of consistent flow in this portion of the system? ☐Yes ☐ No

If no, explain how, based on this portion of the collection system and its users, you believe it may have impacted the estimated SSO volume:

By what percentage are you adjusting the estimation? ☐ increase ☐ decrease _____%

Translate the percentage into gallons: _____gallons

STEP 5: Calculate the adjusted SSO volume estimate:

_____gallons	+ or -	_____gallons	=	_____gallons
Estimated SSO Volume		Adjustment		**Estimated SSO volume**

Do you believe that this method has estimated the entire SSO? ☐Yes ☐No

If no, you MUST use additional methods to estimate the entire SSO. If yes, it is advisable to use additional methods to support the estimation. Explain why you believe this method has/has not estimated the entire SSO:

This worksheet completed by:

Name: _____ Signature: _____

Job Title: _____ Date: _____

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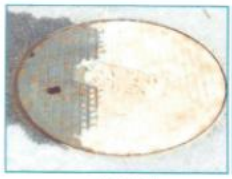
24" Manhole, Page 1 of 2

16 3/8" Riser



1 GPM

2 GPM

5 GPM

10 GPM

15 GPM

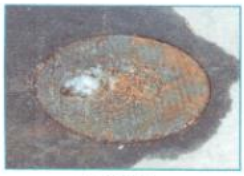
20 GPM

25 GPM

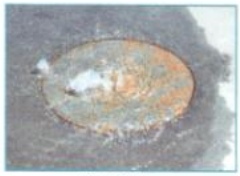
Instructions: Since Milpitas has several different sizes of manhole lids varying in weight and number of pick holes, it is important to follow these steps when using this SSO flow rate estimating tool:

1) If you are able, take a picture of overflowing manhole/riser.
2) Measure lid diameter and select the correct chart to use. There are 4 different charts, one for each diameter. If you have a lid that is an odd size or does not match one of the charts, ask a coach for help. If the lid is stuck to the casting or any of the vent holes are plugged, make a note of that on the SSO estimation worksheet and take a picture.
3) Match overflowing lid to the closest picture on the correct chart, and use that as the rate of flow on the SSO estimation worksheet.

24" Manhole, Page 2 of 2



30 GPM



50 GPM

75 GPM

100 GPM

125 GPM

150 GPM

175 GPM

200 GPM

Instructions: Since Milpitas has several different sizes of manhole lids varying in weight and number of pick holes, it is important to follow these steps when using this SSO flow rate estimating tool:

1) If you are able, take a picture of overflowing manhole/riser.
2) Measure lid diameter and select the correct chart to use. There are 4 different charts, one for each diameter. If you have a lid that is an odd size or does not match one of the charts, ask a coach for help. If the lid is stuck to the casting or any of the vent holes are plugged, make a note of that on the SSO estimation worksheet and take a picture.
3) Match overflowing lid to the closest picture on the correct chart, and use that as the rate of flow on the SSO estimation worksheet.

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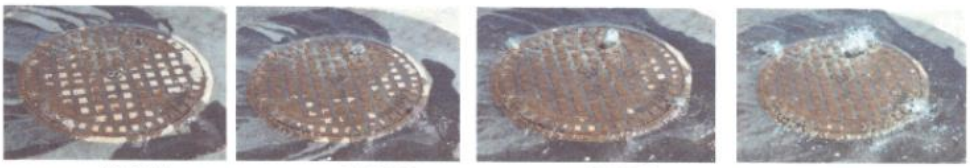
26 1/2" "A" Manhole, Page 1 of 2

26 1/2" Manhole | 1 GPM | 2 GPM | 5 GPM

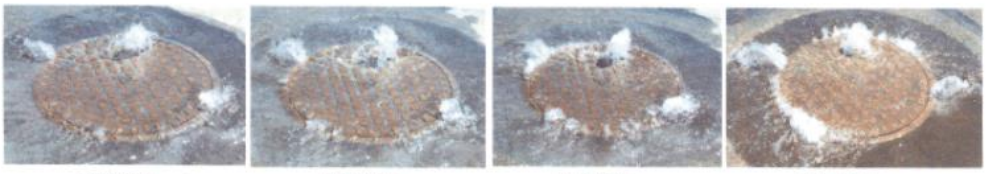


10 GPM | 15 GPM | 20 GPM | 25 GPM

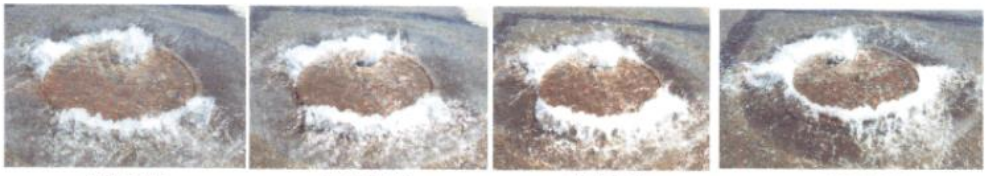
Instructions: Since Milpitas has several different sizes of manhole lids varying in weight and number of pick holes, it is important to follow these steps when using this SSO flow rate estimating tool:

1) If you are able, take a picture of overflowing manhole/riser.
2) Measure lid diameter and select the correct chart to use. There are 4 different charts, one for each diameter. If you have a lid that is an odd size or does not match one of the charts, ask a coach for help. If the lid is stuck to the casting or any of the vent holes are plugged, make a note of that on the SSO estimation worksheet and take a picture.
3) Match overflowing lid to the closest picture on the correct chart, and use that as the rate of flow on the SSO estimation worksheet.

26 1/2" "A" Manhole, Page 2 of 2



30 GPM | 50 GPM | 75 GPM | 100 GPM



125 GPM | 150 GPM | 175 GPM | 200 GPM

Instructions: Since Milpitas has several different sizes of manhole lids varying in weight and number of pick holes, it is important to follow these steps when using this SSO flow rate estimating tool:

1) If you are able, take a picture of overflowing manhole/riser.
2) Measure lid diameter and select the correct chart to use. There are 4 different charts, one for each diameter. If you have a lid that is an odd size or does not match one of the charts, ask a coach for help. If the lid is stuck to the casting or any of the vent holes are plugged, make a note of that on the SSO estimation worksheet and take a picture.
3) Match overflowing lid to the closest picture on the correct chart, and use that as the rate of flow on the SSO estimation worksheet.

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26 1/2" "B" Manhole, Page 1 of 2

26 1/2" Manhole

1 GPM

2 GPM

5 GPM

10 GPM

15 GPM

20 GPM

25 GPM

Instructions: Since Milpitas has several different sizes of manhole lids varying in weight and number of pick holes, it is important to follow these steps when using this SSO flow rate estimating tool:

1) If you are able, take a picture of overflowing manhole/riser.
2) Measure lid diameter and select the correct chart to use. There are 4 different charts, one for each diameter. If you have a lid that is an odd size or does not match one of the charts, ask a coach for help. If the lid is stuck to the casting or any of the vent holes are plugged, make a note of that on the SSO estimation worksheet and take a picture.
3) Match overflowing lid to the closest picture on the correct chart, and use that as the rate of flow on the SSO estimation worksheet.

26 1/2" "B" Manhole, Page 2 of 2

30 GPM

50 GPM

75 GPM

100 GPM

125 GPM

150 GPM

175 GPM

200 GPM

Instructions: Since Milpitas has several different sizes of manhole lids varying in weight and number of pick holes, it is important to follow these steps when using this SSO flow rate estimating tool:

1) If you are able, take a picture of overflowing manhole/riser.
2) Measure lid diameter and select the correct chart to use. There are 4 different charts, one for each diameter. If you have a lid that is an odd size or does not match one of the charts, ask a coach for help. If the lid is stuck to the casting or any of the vent holes are plugged, make a note of that on the SSO estimation worksheet and take a picture.
3) Match overflowing lid to the closest picture on the correct chart, and use that as the rate of flow on the SSO estimation worksheet.

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Sanitary Sewer Backup Response Packet

Volume Estimation: Upstream Lateral Connections Method

B-6c

SSO Date: _____ Location: _____

STEP 1: Determine the number of Equivalent Dwelling Units (EDUs) for this SSO: _____ EDUs
NOTE: A single-family residential home = 1 EDU. For commercial buildings, refer to agency documentation.

STEP 2: This volume estimation method utilizes daily usage data based on flow rate studies of several jurisdictions in California. Column A shows how an average daily of usage of 180 gallons per day is distributed during each 6-hour period. Adjust the table as necessary to accurately represent the actual data.

Complete Column E by entering the number of minutes the SSO was active during each 6-hour time period. Multiply column D times Column E to calculate the gallons spilled during each time period. Add the numbers in Column F together for the Total Estimated SSO Volume per EDU.

	Flow Rate Per EDU				**SSO**	
	A	**B**	**C**	**D**	**E**	**F**
Time Period	Gallons per Period	Hours per period	A÷B = Gallons per Hour	C÷60 = Gallons per Minute	Minutes SSO was active during period	D × E = Gallons spilled per period
6am-noon	72	6	12	0.20		
noon-6pm	36	6	6	0.10		
6pm-midnight	54	6	9	0.15		
midnight-6am	18	6	3	0.05		
				Total Estimated SSO Volume per EDU:		

STEP 3: Multiply the Estimated SSO Volume per EDU from Step 2 by the number of EDUs from Step 1.
_____gallons X _____ = _____gallons
Volume per EDU # of EDUs Estimated SSO Volume

STEP 4: Adjust SSO volume as necessary considering other factors, such as activity that would cause a fluctuating flow rate (doing laundry, taking showers, etc.). Explain rationale below and indicate adjusted SSO estimate (attach a separate page if necessary):

Estimated SSO Volume: _____gallons

Do you believe that this method has estimated the entire SSO? ☐Yes ☐No
If no, you MUST use additional methods to estimate the entire SSO. If yes, it is advisable to use additional methods to support the estimation. Explain why you believe this method has/has not estimated the entire SSO:

This worksheet completed by:
Name: _____ Signature: _____
Job Title: _____ Date: _____

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Sanitary Sewer Backup Response Packet

Lateral CCTV Report

B-7

PLEASE COMPLETE AS THOROUGHLY AS POSSIBLE	
PERSON COMPLETING THIS FORM:	DATE: PHONE:
CAMERA TYPE:	LOCATION OF CAMERA ENTRY:
AFFECTED PROPERTY STREET ADDRESS: CITY, STATE AND ZIP: PHONE	LOCATION OF CAMERA STOP: DESCRIBE AREA TV'd: UPSTREAM MANHOLE #:
WEATHER AT TIME OF CCTV WORK:	
PLEASE CHECK ALL THAT WERE DISCOVERED – *Describe Extent & Location Using Camera Entry Point As Reference*: ❒ Broken Lateral – Describe: Depth: ❒ Roots – Severity: ☐Light ☐Moderate ☐Heavy ❒ Grease – Severity: ☐Light ☐Moderate ☐Heavy ❒ Sag – Describe: Depth: ❒ BPD – Describe: Location: ❒ Cleanout – Describe: Location: ❒ Joint/Junction – Describe: Depth ❒ Grade – Describe: ❒ Grit – Severity: ☐Light ☐Moderate ☐Heavy ❒ Other – Describe:	TIME OF OVERFLOW: TIME BLOCKAGE RELIEVED: TIME LATERAL TV'd: DEPTH OF LATERAL: RECOMMENDED FOLLOW UP WORK ACTIONS:
Mark for USA location? ☐Yes ☐No	Lateral Locations Marked in Green Paint? ☐Yes ☐No
SIGNATURE OF EMPLOYEE PERFORMING TV WORK:	DATE

If applicable, place completed form in Sewer Backup Packet and follow routing instructions.

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Sanitary Sewer Backup Response Packet
Claims Submittal Checklist

B-8

Public Works Maintenance Manager for Utilities

1. **Complete the following information:**

   Title: _____

   Name: _____

   Phone: _____

   Today's Date: _____

2. **Copy the items listed below and retain originals for internal archiving purposes.**

3. **Place the originals back in the Backup Response Envelope and forward envelope with original forms to the Finance Department:**

   - ☐ **Form B-3: First Responder Form**
   - ☐ **Form B-4: Sanitary Sewer Overflow Report**
   - ☐ **Form B-5: Start Time Determination Form**
   - ☐ **Form B-6: Volume Estimation Forms (a, b and/or c)**
   - ☐ **Form B-7: Lateral CCTV Report**
   - ☐ **Form B-8: Claims Submittal Checklist** *(this form)*
   - ☐ **All photos taken: Check here if digital photographs will be forwarded separately** ☐
   - ☐ **Any other information you feel is important in this claim**

4. **Go to Regulatory Notifications Packet and make all appropriate notifications.**
5. **Complete Form BP-9: Collection System Failure Analysis**

Risk Management Staff

1. **Verify claims packet is complete.**
2. **Notify Sedgwick Claims Services**

   Sedgwick Claims Services
   Attn: ABAG PLAN Claims Team
   180 Grand Ave., Suite 1200
   Oakland, CA 94612

   Tiffany Roduit, Claims Specialist
   Tiffany.Roduit@Sedgwick.com
   (925) 349-3878 office
   (925) 808-5072 cell

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Sanitary Sewer Backup Response Packet

Collection System Failure Analysis

B-9
Side A

Incident Report #		Prepared By	
SSO/Backup Information			
Event Date/Time	Address		
Volume Spilled	Volume Recovered		
Cause			
Summary of Historical SSOs/Backups/Service Calls/Other Problems			
Date	Cause	Date Last Cleaned	Crew
Records Reviewed By:		Record Review Date:	
Summary of CCTV Information			
CCTV Inspection Date		Tape Name/Number	
CCTV Tape Reviewed By		CCTV Review Date	
Observations			

Go to Side B

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Recommendations					
✓	Type	Specific Actions	Who is Responsible?	Completion Deadline	Who Will Verify Completion?
	No Changes or Repairs Required	n/a	n/a	n/a	n/a
	Repair(s)				
	Construction				
	Capital Improvement(s)				
	Change(s) to Maintenance Procedures				
	Change(s) to Overflow Response Procedures				
	Training				
	Misc.				
Comments/Notes:					
Review Date:					

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City of Milpitas CA
Overflow Emergency Response Plan

Customer Service Packet

Contents:

Form	Form Number
Customer Information Letter ..... *(in English, Spanish, Tagalog, Vietnamese, and Chinese)*	CS-1
Claim Form.....	-2
Sewer Spill Reference Guide	pamphlet

Instructions:

1. Review the Customer Information letter to determine actions that need to be taken immediately.
2. See the Customer Information letter for information about filing a claim.
3. Review the Sewer Spill Reference Guide pamphlet.

If you have any questions contact:

Regarding Sewer Issues:
Public Works Maintenance Manager for Utilities
(408) 586-2643

Regarding Submitting a Claim for Damages:
Risk Management Staff
(408) 586-3001

This packet provided by:

NAME: _____

TITLE: _____

PHONE: _____

Print on 6" x 9" envelope
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CS-1
English

Sanitary Sewer Backup Response Packet
Customer Information Regarding Sewer Backup Claims

Dear Property Owner:

We recognize that sewer back flow incidents can be stressful. The City has prepared this brief set of instructions to help you minimize the impact of the loss by responding promptly to the situation.

The City is not responsible for cleanup charges or damages caused by blockages in the property owner's sewer line or caused by code violations. At this time, the City is investigating the cause of the loss and does not assume liability for damages. However, if our investigation determines the City is responsible for this incident, the costs you incur for reasonable and necessary cleanup will be included in the settlement of your claim. Regardless of whether you or the City is responsible for the loss, it is up to you to arrange for the repair of your property and to present a claim for consideration.

You or the property owner should immediately contact a firm for clean-up of the affected areas. If you do not know of a company to call for service, the following 24-hour emergency restoration companies are available to respond: *

Restoration Company	Location	Contact
Restoration Management	Los Altos Hills	(707) 750-6320
Restoration Management	South Bay	(800) 400-5058
Restoration Management	Milpitas	(707) 750-6320
Service Master	Redwood Town	(650) 299-9080
Service Master	South San Francisco	(415) 584-6100
Service Master	Hayward-Los Altos Hills	(800) 480-8439 or (510) 300-2990
Servpro	Milpitas	(707) 226-2181
Ideal Drying	South San Francisco	(800) 379-6881
Britannia Cal Pacific	South San Francisco	(650) 742-6490
Montgomery Sansom Ltd.	Millbrae	(650) 777-9010
Four Star Cleaning & Restoration	Fremont	(800) 255-3333 or (510) 796-5900

* This list is provided as a resource only. The City does not require or endorse the use of any of these firms. This list is not to be construed as exclusive, comprehensive or limiting in any way. Qualified contractors can be found in the Yellow Pages under "Water Damage Restoration" or "Fire & Water Damage Restoration". However, be sure you hire a firm with experience in sewer backups and enough resources to get the job done quickly.

What you need to do now:

- Contact a restoration company for clean up and removal of affected surfaces.
- Do not attempt to clean the area yourself, let the company you hire handle this.
- Keep people and pets away from the affected area(s).
- Turn off heating/air conditioning systems.
- Turn off any appliances that use water.
- Prevent any material from reaching floor vents to prevent contamination.
- Do not remove items from the area –the company you hire will handle these contents.
- If you had recent plumbing work, contact your plumber or contractor.
- Contact your homeowner's insurance carrier to report a claim.
- File your claim with City Clerk at 455 E. Calaveras Boulevard, Milpitas, CA 95035, (408) 586-3144, as soon as practical. The California Government Code, Sections 900 -960, requires filing a written claim and outlines specific time lines and notice procedures that must be used.
- Call the City's Claims Administrator and provide a number where you can be reached: Association of Bay Area Governments (ABAG) Tiffany Roduit at (925) 349-3878

Important Legal Notice: For your protection, read carefully, obtain a reliable translation, and/or consult your attorney.

Notificación Legal Importante: para su protección, lea cuidadosamente, consiga una traducción confiable o consulte con su abogado.

Importanteng legal na notipikasyon: Para sa iyong proteksyon, basahin na maigi, kumuha ng tagapagsalin, at kumunsulta sa abogado.
Thông Báo Pháp Lý Quan Trọng: Để bảo vệ quý vị, hãy đọc kỹ, nhận bản dịch đáng tin cậy, và/hoặc tham khảo ý kiến luật sư của quý vị.

重要的法律注意事项：请仔细阅读，聘请可靠的翻译，并/或咨询您的律师，保护您的权益。

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CS-1
Spanish

Sanitary Sewer Backup Response Packet
Informacion Sobre Reclamos de Estancamiento de los Desagues

Estimado Propietario:

Reconocemos que los incidentes del estancamiento de los desagües pueden ser estresantes. La Ciudad preparó estas instrucciones breves para ayudarle a minimizar el impacto de la pérdida al responder rápidamente a la situación.

La Ciudad no es responsable por los gastos de limpieza o daños causados por los bloqueos en la línea de desagües en la propiedad o por violaciones a los códigos. Por lo pronto, la Ciudad está investigando la causa de la pérdida y no asume ninguna responsabilidad por los daños. Si nuestra investigación determina que la Ciudad es responsable de este incidente, los gastos que usted incurra para una limpieza necesaria y razonable serán incluidos en el acuerdo de su reclamo. Sin importar si usted o la Ciudad son responsables por la pérdida, es su responsabilidad hacer los arreglos para la limpieza y reparación de la propiedad, y presentar un reclamo para que sea considerado.

Usted o el propietario deberán contactar de inmediato a una empresa para que se realice la limpieza de las áreas afectadas. Si no sabe de ninguna empresa para contactar, las siguientes empresas de restauración con servicio de emergencia las 24 horas están disponibles:

Restoration Company	Location	Contact
Restoration Management	Los Altos Hills	(707) 750-6320
Restoration Management	South Bay	(800) 400-5058
Restoration Management	Milpitas	(707) 750-6320
Service Master	Redwood City	(650) 299-9080
Service Master	South San Francisco	(415) 584-6100
Service Master	Hayward-Los Altos Hills	(800) 480-8439 or (510) 300-2990
Servpro	Milpitas	(707) 226-2181
Ideal Drying	South San Francisco	(800) 379-6881
Britannia Cal Pacific	South San Francisco	(650) 742-6490
Montgomery Sansom Ltd.	Millbrae	(650) 777-9010
Four Star Cleaning & Restoration	Fremont	(800) 255-3333 or (510) 796-5900

* Esta lista se proporciona como un recurso solamente. La Ciudad no requiere que use estas empresas. Esta lista no es para que se interprete como exclusiva, integral o limitante en cualquier forma. Se puede encontrar contratistas calificados para este trabajo en las Páginas Amarillas en la sección "Water Damage Restoration" o "Fire & Damage Restoration". Asegúrese de contratar una empresa con experiencia en estancamientos de desagües y con suficientes recursos para poder realizar el trabajo rápidamente.

Lo que tiene que hacer ahora:

- Contacte a una empresa de restauración para la limpieza y la extracción de superficies afectadas.
- No intente limpiar el área usted mismo, permita que la empresa que contrate se encargue de ello.
- Mantenga a las personas y las mascotas alejadas de las áreas afectadas.
- Apague los sistemas de calefacción o aire acondicionado.
- Apague cualquier aparato que utilice agua.
- Evite que cualquier material llegue a las rejillas del piso para prevenir la contaminación.
- No quite nada en el área afectada, la empresa que contrate se encargará de esto.
- Si recientemente le hicieron trabajos de plomería, comuníquese con el plomero o el contratista.
- Contacte a la compañía de seguros de vivienda para presentar un reclamo.
- Mande su reclamo al City Clerk en 455 E. Calaveras Boulevard, Milpitas, CA 95035, (408) 586-3144, lo más pronto posible. El Código del Gobierno de California, Secciones 900 a 960, requiere que se presente un reclamo por escrito y estipula plazos de tiempo y procedimientos de notificación específicos que se deben utilizar.
- Llame al Administrador de Reclamos de la Ciudad y deje un número donde se le pueda localizar: Asociación Gubernamental del Área de la Bahía (Association of Bay Area Governments, ABAG) Tiffany Roduit al (925) 349-3878

Notificación Legal Importante: para su protección, lea cuidadosamente, consiga una traducción confiable o consulte con su abogado.

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Sanitary Sewer Backup Response Packet
Impormasyon para sa mga May-ari ng Ari-arian

CS-1
Tagalog

Para sa May-Ari ng Ari-Arian:

Napag alaman namin na ang problema sa sewer back flow ay isang nakababahalang na problema. Ang Lungsod ay naghanda ng isang set ng mga tagubili upang matulungan kayo na mapapababa ang magiging masamang epekto kung kaya kayo ay susunod sa mga alituntunin.

Ang Lungsod ay hindi responsibilidad ang paglilinis sa naapektuhang lugar o sa mga nasira dahil sa pagkakabara sa sewer line na maaaring maging bayolasyon ng mayari. Sa oras na ito, ang Lungsod ay sinisiyasat ang dahilan ng mga nasira at hindi ipinapalagay na may pananagutan ang lungsod para sa mga pinsala. Ngunit, Kung mapapatunayan na may pananagutan ang Lungsod sa insidente, Ang mga nagastos sa naaayon na mga presyo para sa pagpapalinis ay maaaring maisettle upang maibalik ang nagastos. Hindi alintana kung ikaw o ang Lungsod ang responsable para sa mga nasira, ito ay nasa sa iyo na maghanda para sa pagkumpuni ng iyong ari-arian at magpakita ng mga claim para sa pagsasaalang-alang.

Ikaw at ang mayari ng ariarian ay dapat na magugnayan sa lalong madaling panahon upang malinis ang mga lugar na naapektuhan. Kung hindi mo alam kung sino ang maaaring kontakin para sa serbisyo, ang 24 oras na Emergency Restoration Companies ay handang sumagot anumang oras.*

Restoration Company	Location	Contact
Restoration Management	Los Altos Hills	(707) 750-6320
Restoration Management	South Bay	(800) 400-5058
Restoration Management	Milpitas	(707) 750-6320
Service Master	Redwood City	(650) 299-9080
Service Master	South San Francisco	(415) 584-6100
Service Master	Hayward-Los Altos Hills	(800) 480-8439 or (510) 300-2990
Servpro	Milpitas	(707) 226-2181
Ideal Drying	South San Francisco	(800) 379-6881
Britannia Cal Pacific	South San Francisco	(650) 742-6490
Montgomery Sansom Ltd.	Millbrae	(650) 777-9010
Four Star Cleaning & Restoration	Fremont	(800) 255-3333 or (510) 796-5900

* Ang listahan ay nagbibigay impormasyon lamang. Ang Lungsod ay walang ugnayan sa anumang kumpanya. Ang listahang ito ay hindi dapat ipakahulugan na eksklusibo, kumprehensibo o paglilimita sa anumang paraan. Mga kwalipikadong kontratista ay matatagpuan sa Yellow Pages sa ilalim ng "Water Damage Restoration" o "Fire & Water Damage". Gayunpaman, Siguruhin na makipagugnayan sa mga kumpanya na may karanasan sa ganitong klaseng insidente kagaya ng sewer backup at magagawa agad ang trabaho ng mabilisan.

Mga Dapat Tandaan:

- Kontakin ang Restoration Company upang malinis at matanggal ang mga dapat tangglin sa naapektuhan na lugar.
- Huwag linisin ng ikaw lamang hayaan na ang tinawagan na kumpanya ang gumawa nito.
- Huwag hayaan may makalapit na tao o alagang hayop sa naapektuhan na lugar.
- Patayin ang air con/heater.
- Patayin ang anumang gumaganang gamit sa bahay.
- Huwag hayaan na may gamit na malapit sa floor vents upang maiwasan ang kontaminasyon.
- Huwag tanggalin ang mga gamit na nasa naapektuhan na lugar hayaan ang propesyonal ang gumawa nito.
- Kung nagpagawa ng mga tubo sa lababo nitong nakaraan lang maaaring kontakin ito.
- Kontakin ang insurance ng homeowner upang maclaim ang insurance.
- Ifile ang clain sa Lungsod sa address na ito City Clerk at 455 E. Calaveras Boulevard, Milpitas, CA 95035, (408) 586-3144 Ang California Government Code, Sections 900-960, ay nagsasaaad na kinakailangan ng kasulatan para sa claim at mga listahan ng mga ginawa kasama na ang oras at mga kinabit o pinalitan.
- Tawagan ang tagapamahala ng City Claim at magbigay ng numero upang matawagan. Association of Bay Area Governments (ABAG) Tiffany Roduit at (925) 349-3878

Importanteng legal na notipikasyon: Para sa iyong proteksyon, basahin na maigi, kumuha ng tagapagsalin, at kumunsulta sa abogado.

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Sanitary Sewer Backup Response Packet

Thông tin cho Chủ sở hữu đất

CS-1
Vietnamese

Kính Gửi Chủ Đất:

Chúng tôi biết rằng các sự cố nước thải chảy ngược có thể gây khó chịu. Thành Phố đã lập một số hướng dẫn ngắn gọn này để giúp quý vị giảm thiểu tác động tổn thất bằng cách phản ứng nhanh chóng với tình huống.

Thành Phố không có trách nhiệm thanh toán chi phí dọn dẹp hoặc thiệt hại gây ra bởi tắc nghẽn trong đường ống nước thải của chủ đất hoặc gây ra bởi các trường hợp vi phạm quy định. Tại thời điểm này, Thành Phố đang điều tra nguyên nhân tổn thất và không chịu trách nhiệm pháp lý đối với thiệt hại. Tuy nhiên, nếu điều tra của chúng tôi xác định rằng Thành Phố chịu trách nhiệm đối với sự cố này, các chi phí mà quý vị phải chịu cho công tác dọn dẹp hợp lý và cần thiết sẽ được đưa vào giải quyết khiếu kiện của quý vị. Bất kể quý vị hay Thành Phố chịu trách nhiệm đối với tổn thất, quý vị có quyền bố trí sửa chữa nhà mình và nộp khiếu kiện để được xem xét.

Quý vị hoặc chủ đất nên ngay lập tức liên lạc với một công ty để dọn dẹp các khu vực bị ảnh hưởng. Nếu quý vị không biết phải gọi cho công ty nào để được phục vụ, các công ty phục hồi khẩn cấp 24 giờ sau đây có thể phản hồi: *

Restoration Company	Location	Contact
Restoration Management	Los Altos Hills	(707) 750-6320
Restoration Management	South Bay	(800) 400-5058
Restoration Management	Milpitas	(707) 750-6320
Service Master	Redwood City	(650) 299-9080
Service Master	South San Francisco	(415) 584-6100
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Ideal Drying	South San Francisco	(800) 379-6881
Britannia Cal Pacific	South San Francisco	(650) 742-6490
Montgomery Sansom Ltd.	Millbrae	(650) 777-9010
Four Star Cleaning & Restoration	Fremont	(800) 255-3333 or (510) 796-5900

* Danh sách này chỉ nhằm cung cấp thông tin. Thành Phố không yêu cầu hay ủng hộ việc sử dụng bất kỳ công ty nào trong số này. Danh sách này không nhằm được diễn giải là bao hàm tất cả, toàn diện hay hạn chế dưới bất kỳ hình thức nào. Có thể tìm thấy các nhà thầu có năng lực trong các Trang Vàng ở mục "Water Damage Restoration" hoặc "Fire & Water Damage Restoration". Tuy nhiên, hãy đảm bảo quý vị thuê một công ty có kinh nghiệm về trào ngược nước thải và có đủ nguồn lực để thực hiện công việc một cách nhanh chóng.

Lúc này quý vị phải làm gì:

- Liên lạc với một công ty phục hồi để tiến hành dọn dẹp và loại bỏ các bề mặt bị ảnh hưởng.
- Không tìm cách tự vệ sinh khu vực đó, hãy để công ty quý vị thuê xử lý vấn đề này.
- Đảm bảo con người và vật nuôi cách xa (các) khu vực bị ảnh hưởng.
- Tắt các hệ thống sưởi/điều hòa không khí.
- Tắt bất kỳ thiết bị nào có sử dụng nước.
- Ngăn không cho bất kỳ chất gì chạm đến các lỗ thông trên sàn để phòng ngừa nhiễm bẩn.
- Không mang đồ đạc ra khỏi khu vực – công ty quý vị thuê sẽ xử lý những thứ này.
- Nếu quý vị gần đây có đi đường ống nước, hãy liên lạc với thợ sửa ống nước hoặc nhà thầu.
- Liên lạc với công ty bảo hiểm nhà ở của quý vị để báo cáo yêu cầu bồi thường bảo hiểm.
- Nộp yêu cầu của quý vị cho Thư Ký Thành Phố tại địa chỉ 455 E. Calaveras Boulevard, Milpitas, CA 95035, (408) 586-3144, càng sớm càng tốt. Bộ Luật Chính Phủ California, các Mục 900 -960, yêu cầu nộp khiếu kiện bằng văn bản và mô tả thời hạn cụ thể và các thủ tục thông báo phải được sử dụng.
- Hãy gọi cho Người Quản Lý Khiếu Kiện của Thành Phố và cung cấp số điện thoại để có thể liên lạc với quý vị: Association of Bay Area Governments (ABAG) Tiffany Roduit theo số (925) 349-3878

Thông Báo Pháp Lý Quan Trọng: Để bảo vệ quý vị, hãy đọc kỹ, nhận bản dịch đáng tin cậy, và/hoặc tham khảo ý kiến luật sư của quý vị.

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尊敬的业主：

我们明白污水回流问题很棘手。市政府已制定了此简短指导，以迅速解决目前的问题，帮助您将损失降低到最小。

市政府对因业主下水道堵塞或违规情况而造成的清理费用或损失概不负责。市政府正在调查造成损失的原因且不对损失承担任何责任。然而，如果我们的调查结果显示市政府应对此次事故负责，那么我们将在理赔时列入您合理必须进行的清理所产生的费用。无论哪方承担损失费用，你要自己决定是否对您的房屋进行维修并提交索赔申请。

您或业主应立即联系清理公司处理受污区域。如果您不知道任何提供此类服务的公司，那么您可联系下方列出的紧急修复公司，这些公司提供 24 小时服务：

Restoration Company	Location	Contact
Restoration Management	Los Altos Hills	(707) 750-6320
Restoration Management	South Bay	(800) 400-5058
Restoration Management	Milpitas	(707) 750-6320
Service Master	Redwood City	(650) 299-9080
Service Master	South San Francisco	(415) 584-6100
Service Master	Hayward-Los Altos Hills	(800) 480-8439 or (510) 300-2990
Servpro	Milpitas	(707) 226-2181
Ideal Drying	South San Francisco	(800) 379-6881
Britannia Cal Pacific	South San Francisco	(650) 742-6490
Montgomery Sansom Ltd.	Millbrae	(650) 777-9010
Four Star Cleaning & Restoration	Fremont	(800) 255-3333 or (510) 796-5900

* 此名单仅作参考之用。市政府不要求或指定雇用其中任何公司。此名单绝不具有唯一性、完整性或限制性。您可在黄页的"水管维修"或"火灾与水灾修复"栏下找到合格的承包商。但是，请确保您雇用的公司具有处理下水道回水的经验以及具备足够的资源迅速解决问题。

您现在需要做的事：

- 联系一家维修公司，清理并清除受污表面区域的污物。
- 请勿自行清理受污区域，务必请专业公司进行处理。
- 请让人和宠物远离受污区域。
- 关闭暖气/冷气系统。
- 关闭一切用水电器。
- 防止任何物体靠近地板通风口，预防污染。
- 请勿清除受污区域的物品，清理公司将为您处理这些问题。
- 如果您近期进行过管道工程，请联系您的水管工或承包商。
- 请联系您的房主保险公司，申请索赔。
- 尽快向市政书记处提交索赔申请，地址：455 E. Calaveras Boulevard, Milpitas, CA 95035；电话：(408) 586-3144。加利福尼亚政府法第 900-960 条规定应提交书面申请，并列明了必须遵守的时间限制以及通知程序。
- 请致电市政索赔行政人员，并留下可联系到您的电话号码： 海湾区政府协会 (ABAG)，Tiffany Roduit，电话：(925) 349-3878

重要的法律注意事项： 请仔细阅读，聘请可靠的翻译，并/或咨询您的律师，保护您的权益。

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CLAIM AGAINST THE CITY OF MILPITAS

CS-2

Complete the following information, attaching additional sheets and receipts, as necessary. Return the signed original form to:	**City of Milpitas** **Attn: City Clerk** **455 E. Calaveras Blvd.** **Milpitas, CA 95035**	*For office use only*

Claimant's Name: (*please print*)		
Claimant's Address:		
Home Phone #:		**Work Phone #:**
Mobile Phone #:		**Amount of Claim: $**

Address to which notices are to be sent, if different than above (*please print*):

Mailing Address:		
Date of Incident:	**Time of Incident:**	**Location of Incident:**

Description of the incident or accident, including your reason for believing that the City is liable for your damages:
(If you need more space, you may include additional sheet with this form)

Description of all damages which you believe you have incurred as a result of the incident:
(If you need more space, you may include additional sheets with this form)

Name(s) of any City employee(s) causing the damage(s) you are claiming:

Dollar amount of all damages you are claiming (*please attach all bills and/or estimates that are available):*

If this is a claim for indemnity, on what date were you served with the underlying lawsuit?

SIGNATURE OF CLAIMANT: *X.* _____		**Date:**

NOTE: Claims must be filed not later than six months after the incident, per California Government Code §911.2 Every person who, with intent to defraud, presents any false or fraudulent claim may be punished by imprisonment or fine or both.

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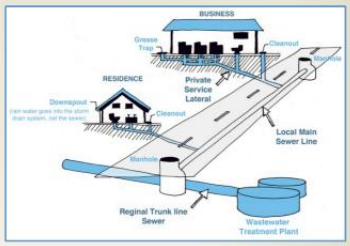
How a Sewer System Works

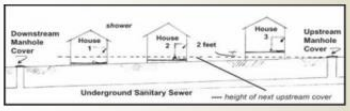
A property owner's sewer pipes are called ***service laterals*** and are connected to larger local main and regional trunk lines.
Service laterals run from the connection at the home to the connection with the public sewer. These laterals are the responsibility of the property owner and must be maintained by the property owner.



Is my home required to have a backflow prevention device?

Section 710.1 of the Uniform Plumbing Code (U.P.C.) states: *"Drainage piping serving fixtures which have flood level rims located below the elevation of the next upstream manhole cover or private sewer serving such drainage piping* ***shall*** *be protected from backflow of sewage by installing an approved type of backwater valve."* The intent of Section 710.1 is to protect the building interior from mainline sewer overflows or surcharges.

Additionally, U.P.C. 710.6 states: *"Backwater valves* ***shall*** *be located where they will be accessible for inspection and repair at all times and, unless continuously exposed, shall be enclosed in a masonry pit fitted with an adequately sized removable cover."*



If you have a sewage spill from your private sewer line that impacts storm drains, waterways or public property, contact:

City of Milpitas
(408) 586-2600

Santa Clara County Environmental Health
(408) 918-3400

California Health and Safety Code, Sections 5410-5416 requires:

- No person shall discharge raw or treated sewage or other waste in a manner that results in contamination, pollution, or a nuisance.
- Any person who causes or permits a sewage discharge to any state waters:
  - Must immediately notify the local health agency of the discharge.
  - Shall reimburse the local health agency for services that protect the public's health and safety.
  - Who fails to provide the required notice to the local health agency is guilty of a misdemeanor and shall be punished by a fine (between $500–$1,000) and/or imprisonment for less than one year.

San Francisco Regional Water Quality Control Board
(510) 622-2300
Requires the prevention, mitigation, response to, and reporting of sewage spills.

California Governor's Office of Emergency Services (CalOES)
(800) 852-7550

California Water Code, Article 4, Chapter 4, Sections 13268-13271 & California Code of Regulations, Title 23, Division 3, Chapter 9.2, Article 2, Sections 2250-2260 require:

- Any person who causes or permits sewage in excess of 1,000 gallons to be discharged to state waters shall immediately notify the Office of Emergency Services.
- Any person who fails to provide the notice required by this section is guilty of a misdemeanor and shall be punished by a fine (less than $20,000) and/or imprisonment for not more than one year.

Sewer Spill Reference Guide

Your Responsibilities as a Private Property Owner

Provided to you by:

City of Milpitas

455 E. Calaveras Boulevard
Milpitas, CA 95035

(408) 586-2600
www.ci.milpitas.ca.gov

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How do sewage spills happen?

Sewage spills occur when the wastewater in underground pipes overflows through a manhole, cleanout, or broken pipe. Most spills are relatively small and can be stopped and cleaned up quickly, but left unattended they can cause health hazards, damage to homes and businesses, and threaten the environment, local waterways, and beaches.

CAUTION!

When trying to locate a sewer problem, never open manholes or other public sewer structures. Only our crews are allowed to open & inspect these structures.

Common causes of sewage spills

- Grease build-up
- Tree roots
- Broken/cracked pipes
- Missing or broken cleanout caps
- Undersized sewers
- Groundwater/rainwater entering the sewer system through pipe defects and illegal connections

Prevent most sewage backups with a Backflow Prevention Device

This type of device can help prevent sewage backups into homes and businesses. If you don't already have a Backflow Prevention Device, contact a professional plumber or contractor to install one as soon as possible.

Protect the environment!

If you let sewage from your property discharge to a gutter or storm drain, you may be subject to penalties and/or out-of-pocket costs for clean-up and enforcement efforts. A property owner may be charged for costs incurred by agencies responding to spills from private properties.

What to look for:

Sewage spills can be a very noticeable gushing of water from a manhole or a slow water leak that may take time to be noticed. Don't dismiss unaccounted-for wet areas. Look for:

- Drain backups inside the building.
- Wet ground and/or water leaking around manhole lids onto your street.
- Leaking water from cleanouts or outside drains
- Unusual odorous wet areas: sidewalks, external walls, ground/landscape around a building.

The following are indicators of a possible obstruction in your sewer line:

- Water comes up in floor drains, showers or toilets.
- Toilets, showers or floor drains below ground level drain very slowly.

What to do if there is a spill:

Immediately notify the City of Milpitas. Our crews locate the blockage and determine if it is in the public sewer; if it is the crew removes the blockage and arranges for cleanup. If the backup is in your private internal plumbing or in the private service laterals, you are required to immediately:

- Control and minimize the spill by shutting off or not using the water
- Keep sewage out of the storm drain system using sandbags, dirt and/or plastic sheeting
- Call a plumbing professional to clear blockages and make repairs as needed. Look in the yellow pages under "Plumbing Drain & Sewer Cleaning" or "Sewer Contractors."
- Always notify your sewer/public works department or public sewer district of sewage spills.

Spill cleanup inside the home:

For large clean ups, a professional cleaning firm should be contacted to clean up impacted areas, you can locate local firms by looking in the Yellow Pages under "Water Damage" or "Fire Damage." If you hire a contractor, it is recommended to get estimates from more than one company. Sometimes, homeowner's insurance will pay for the necessary cleaning due to sewer backups. Not all policies have this coverage, so check with your agent.

If you decide to clean up a small spill inside your home, protect yourself from contamination by observing the following safety measures. Those persons whose resistance to infection is compromised should not attempt this type of clean up.

Other Tips:

- Keep children and pets out of the affected area until cleanup has been completed.
- Turn off heating/air conditioning systems
- Wear rubber boots, rubber gloves, and goggles during cleanup of the affected area.
- Discard items that cannot be washed and disinfected (such as: mattresses, rugs, cosmetics, baby toys, etc.)
- Remove and discard drywall and insulation that has been contaminated with sewage or flood waters.
- Thoroughly clean all hard surfaces (such as flooring, concrete, molding, wood and metal furniture, countertops, appliances, sinks and other plumbing fixtures) with hot water and laundry or dish detergent.
- Help the drying process with fans, air conditioning units, and dehumidifiers.
- After completing cleanup, wash your hands with soap and water. Use water that has been boiled for 1 minute (allow the water to cool before washing your hands) OR use water that has been disinfected (solution of 1/8 teaspoon of household bleach per 1 gallon of water). Let it stand for 30 min. If water is cloudy, use ¼ teaspoon of household bleach per 1 gallon of water.
- Wash clothes worn during cleanup in hot water and detergent (wash apart from uncontaminated clothes).
- Wash clothes contaminated with sewage in hot water and detergent. Consider using a Laundromat until your onsite wastewater system has been professionally inspected and serviced.
- Seek immediate attention if you become injured or ill.

Spill cleanup outside the home:

- Keep children and pets out of the affected area until cleanup has been completed.
- Wear rubber boots, rubber gloves, and goggles during cleanup of affected area.
- Clean up sewage solids (fecal material) and place in properly functioning toilet or double bag and place in garbage container.
- On hard surfaces areas such as asphalt or concrete, it is safe to use a 2% bleach solutions, or ½ cup of bleach to 5 gallons of water, but don't allow it to reach a storm drain as the bleach can harm the environment.
- After cleanup, wash hands with soap and water. Use water that has been boiled for 1 minute (allow to cool before washing your hands) OR use water that has been disinfected (solution of 1/8 teaspoon of household bleach per 1 gallon of water). Let it stand for 30 min. If water is cloudy, use ¼ teaspoon of household bleach per 1 gallon of water.
- Wash clothes worn during cleanup in hot water and detergent (wash apart from uncontaminated clothes).
- Wash clothes contaminated with sewage in hot water and detergent. Consider using a Laundromat until your onsite wastewater system has been professionally inspected and serviced.
- Seek immediate attention if you become injured/ill.

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CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT
(408) 586-2600

Milpitas Municipal Code, Title VIII, Chapter 2, Article 13, adopted by the City Council for the City of Milpitas on October 7, 1997, provides that the user shall be responsible for clearing all stoppages and maintaining flow in the side sewer consisting of the house lateral and house sewer, in accordance with the following provisions:

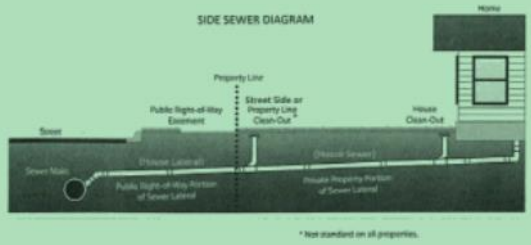
A. Stoppages or other maintenance and repairs required in the house sewer shall be the responsibility of the user.

B. The user shall be responsible for cleaning stoppages in the entire length of the house lateral. If the stoppage cannot be removed by the user or plumber hired by the user, by rodding or other routine cleaning methods, the City will attempt to clear the stoppage through the street cleanout, if one exists. If a street cleanout does not exist, the user shall be responsible for installing one. If the stoppage is found to be caused by grease, rags, or other foreign matter contributed by the user, or if in fact it is found that no stoppage exists, the user shall pay the City costs incurred. If more than one User is served by a single side sewer, the cost will be divided equally among the Users. If the stoppage is found to be caused by a broken pipe or other structural failure, necessary repairs will be made by the City at no charge to the user.

☐ The City's sewer main line in the street is clear of obstructions. It appears that the blockage is located on the property owner's side sewer, which is located from the house to the sewer main. It is the property owner's responsibility to clear this line. Please contact a licensed plumber to conduct the necessary cleaning of the side sewer.

☐ A street cleanout is required to be installed by a licensed plumber, in accordance with the City of Milpitas Municipal Code. The cleanout shall be installed per City of Milpitas Design Standards. A building permit is required for this work and can be obtained by contacting the City's Building Department at City Hall. You may contact the Building hotline at (408) 586-3240 for information.

☐ There was a blockage in the City's sewer main line. City staff has cleared the blockage in the sewer main.



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Appendix C

SANITARY SEWER OVERFLOW RESPONSE PACKET

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Sanitary Sewer Overflow Response Packet

Table of Contents

Form	Form Number
Instructions and Chain of Custody	envelope label
Overflow Response Flowchart	C-1
Sanitary Sewer Overflow Report	-2
Start Time Determination Form	-3
Volume Estimation Forms	-4a, -4b, -4c
Lateral CCTV Report	-5
Collection System Failure Analysis Report	-6
Regulatory Notifications Packet	
Instructions	envelope
Regulatory Reporting Guide	A-1
Category 1 SSO Reporting Checklist	-2a
Category 2 & 3 SSO Reporting Checklist	-2b
RWQCB Notification Fax	-3
Door Hanger	
Public Posting Sign	
Sewer Spill Reference Guide	pamphlet

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In the event of a **Sanitary Sewer Overflow**
READ THIS FIRST

☐ **If this is a Category 1 SSO greater than or equal to 1,000 gallons, IMMEDIATELY contact the Public Works Maintenance Manager for Utilities:**

- Office: (408) 586-2643
- Cell: (408) 690-3617

(Public Works Maintenance Manager for Utilities: Contact CalOES to make 2-hour notification)

☐ **Check here if you believe that fats, roots, oils and/grease (FROG) caused or contributed to the SSO.**

❑ ☐ **Media requests must be directed to the Public Works Director or their designee.**

Instructions

Maintenance/Standby Crew:

- ❑ Follow the instructions on the Sewer Overflow Response Flowchart (C-1).
- ❑ Refer to the Field Guide as necessary.
- ❑ Place completed forms, camera (if applicable), and any additional notes/documentation in this envelope.
- ❑ Complete the Chain of Custody record (right) and forward this packet to the Public Works Maintenance Manager for Utilities.

Print Name: _____

Initial: _____

Date: _____

Time: _____

Public Works Maintenance Manager for Utilities:

- ❑ Review the enclosed forms.
- ❑ Complete the Regulatory Notifications Packet.
- ❑ Place completed forms, camera (if applicable), and any additional notes/documentation in this envelope.
- ❑ Complete the Chain of Custody Record (right) and file this completed Sewer Overflow Packet in accordance with City policy.
- ❑ Debrief using the Collection System Failure Analysis Form.

Print Name: _____

Initial: _____

Date: _____

Time: _____

City of Milpitas Overflow Emergency Response Plan: Sanitary Sewer Overflow Packet

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C-1
Side A

Sanitary Sewer Overflow Response Packet
Overflow Response Flowchart

Start Here

Is the spill entering an area where public contact may occur?

YES → Post "WARNING RAW SEWAGE" signs and place barricades as necessary to prevent public contact. Be sure to photograph any areas where warnings/ barricades are posted, as appropriate.

NO →

Consider the need to call out additional staff, contractor or mutual aid assistance or to notify upstream users to curtail water use. Immediately notify the Public Works Maintenance Manager for Utilities in the event of a large SSO event and If the spill appears to be large, in a sensitive area, or there is doubt regarding the extent, impact, or how to proceed.

If it is a Category 1 spill greater than or equal to 1,000 gallons, contact the Public Works Maintenance Manager for Utilities to make 2-hour notification to CalOES.

BEGIN DIVERSION AND CONTAINMENT

1. **DIVERT AWAY FROM SENSITIVE AREAS:**
   a. Cover unplugged storm drains w/mats, or use dirt/other material to divert sewage away from sensitive areas (e.g., schools, playgrounds, intersections, etc.)
   b. ENSURE PUBLIC CONTACT DOES NOT OCCUR. Use cones/barricades to isolate area.
2. **CONTAIN SPILL & RETURN TO SYSTEM, IF POSSIBLE:**
   a. Plug storm drain catch basins or use rubber mats to cover basin inlet and divert flow to catch basin
   b. Build/excavate a berm to channel flow to downstream sanitary sewer manhole (*barricade manhole if left open)*
   c. Use bypass pumps to pump around blockage until it can be removed
   d. Divert to low area of ground where it can be collected later
3. **PHOTOGRAPH HOW THE SSO WAS DIVERTED/CONTAINED, AS APPROPRIATE**

Where is the SSO coming from?

- Private Property → **PRIVATE PROPERTY SSO**
- Pump Station →
- Manhole or Cleanout →

If it is a **POWER FAILURE,** does the station have onsite backup power?
If YES, ensure the switchover has occurred
If NO, bring in appropriate size generator to power the station

If it is a **PUMPING FAILURE**, does the station have integrated bypass capabilities?
If YES, implement integrated bypass system.
If NO, implement manual bypass system.

→ Photograph staff activities to document City actions as appropriate. → **Go to Side B**

PRIVATE PROPERTY SSO

1. Photograph & document **all** evidence that this SSO is from private property.
2. If customer is not home, complete Customer Service door hangar. If they are home, provide them with the pamphlet – "Sewer Spill Reference Guide."
3. If tenant or property owner is unable to unwilling to address the cause of the overflow, immediately contact your supervisor and discuss whether City Code Enforcement, the County Department of Environmental Health or Regional Water Quality Control Board should be notified.

End. Do not continue to Side B

CLEAR BLOCKAGE/STOPPAGE

1. Use cleaning equipment appropriate to situation and hydroflush to clear blockage. Make certain to either have the vactor setup at downstream manhole or use a fork/trap at the manhole outlet to catch any debris released. Once flow is normal, run line to next manhole.
2. Photograph staff activities while clearing the blockage, as appropriate.

MEDIA AND PUBLIC RELATIONS GUIDELINES:

Exercise caution in contacts with the public or media when you respond to a spill. Any information you provide or statements you make may become pertinent in the event of possible court action, it is important to **AVOID THE FOLLOWING**:

- Giving out the wrong information including providing incorrect facts about a company or other agency
- Making accusations against customers, businesses or other agencies
- Speculating about the situation you are responding to

Be courteous and attempt to provide accurate information to questions within the limits above. In some cases, it may be appropriate to say that we do not have any information, or to delay answering a question and then to say when an answer might be available.

In most cases, refer media requests to the Public Works Director or designee as indicated on the front of the Sewer Overflow Packet envelope.

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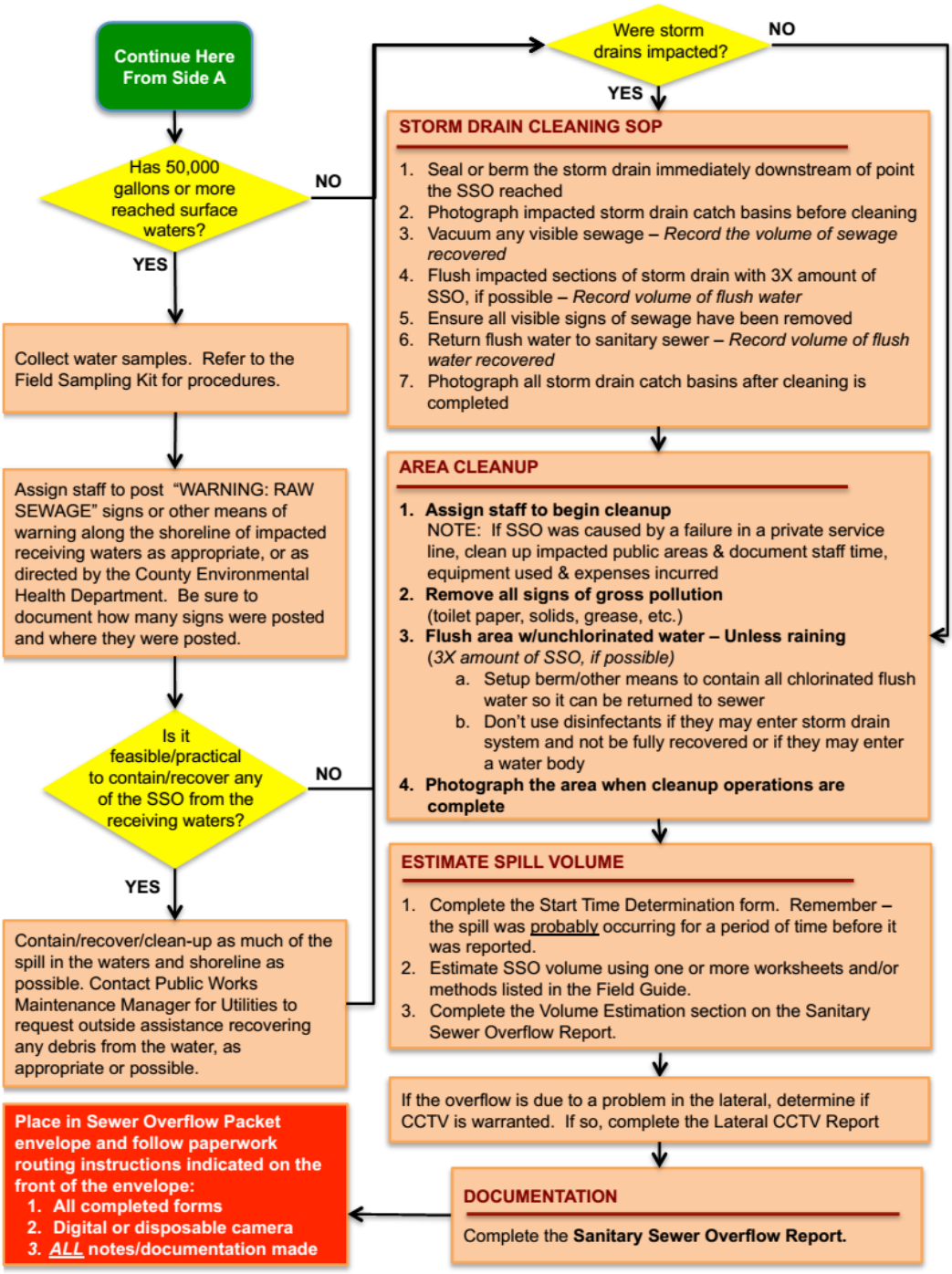
Sanitary Sewer Overflow Response Packet

Overflow Response Flowchart

C-1
Side B



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Sanitary Sewer Overflow Response Packet

Sanitary Sewer Overflow Report

C-2
Side A

INSTRUCTIONS: Complete all items *EXCEPT* those that are shaded gray

SSO Category *(check one)*:

☐ Category 1: Discharge of untreated or partially treated wastewater of any volume resulting from a sanitary sewer system failure or flow condition that either (1) Reaches surface water and/or drainage channel tributary to a surface water; OR (2) Reached a Municipal Separate Storm Sewer System (MS4) and was not fully captured and returned to the sanitary sewer system or otherwise captured and disposed of properly.

☐ Category 2: Discharge of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from a sanitary sewer system failure or flow condition that either (1) Does not reach surface water, a drainage channel, or an MS4, OR (2) The entire SSO discharged to the storm drain system was fully recovered and disposed of properly.

☐ Category 3: All other discharges of untreated or partially treated wastewater resulting from a sanitary sewer system failure or flow condition

A. SSO LOCATION		
SSO Location Name:		
Latitude Coordinates*:	Longitude Coordinates:	
Street Name and Number:		
Nearest Cross Street:	City:	Zip Code:
County:	SSO Location Description:	

B. SSO OCCURRING TIME (complete Start Time Determination Form and then complete information below)	
Estimated SSO start date:	Estimated SSO start time:
Date SSO reported to sewer crew:	Time SSO reported to sewer crew:
Date sewer crew arrived:	Time sewer crew arrived:
Who was interviewed to help determine start time?	
Estimated SSO end date:	Estimated SSO end time:

C. SSO DESCRIPTION (Complete Volume Estimation Worksheets and/or refer to Field Guide as needed for estimations.)

SSO Appearance Point (check one or more): ☐ Combined Sewer D.I. (Combined CS Only) ☐ Force Main ☐ Gravity Mainline
☐ Lateral Cleanout (Private) ☐ Lateral Cleanout (Public) ☐ Inside Building or Structure ☐ Manhole ☐ Pump Station
☐ Lower Lateral (Private) ☐ Lower Lateral (Public) ☐ Upper Lateral (Private) ☐ Upper Lateral (Public)
☐ Other Sewer System Structure (specify):

Were there multiple appearance points? ☐ No ☐ Yes, number of appearance points:

Did the SSO reach a drainage channel and/or surface water? ☐ Yes (*Category 1*) ☐No

If the SSO reached a storm sewer, was it fully captured and returned to the Sanitary Sewer? ☐ Yes ☐No (*Category 1*)

Was this spill from a private lateral? ☐ Yes ☐No If YES, name of responsible party:

Final Spill Destination: ☐ Ocean/ocean beach* ☐ Surface waters other than ocean ☐ Drainage channel ☐ Building/structure
☐ Separate Storm drain ☐ Combined storm drain ☐ Paved surface ☐ Unpaved surface ☐ Street/curb/gutter
☐ Other:
*Provide name(s) of affected drainage channels, beach, etc.:

Total Estimated SSO volume *(in gallons – 1,000gal or more = Category 1)*: gallons

Est. volume that reached a separate storm drain that flows to a surface water body:	gal	Recovered:	gal
Est. volume that reached a drainage channel that flows to a surface water body:	gal	Recovered:	gal
Est. volume discharged directly to a surface water body:	gal	Recovered:	gal
Est. volume discharged to land:	gal	Recovered:	gal

Calc. Methods: ☐Eyeball ☐Photo Comparison ☐Upstream Lat. Connections ☐Area/Volume (include sketch/photo with dimensions)
☐Other (describe):

* If multiple appearance points, use the GPS coordinates for the location of the SSO appearance point closest to the failure point/blockage.

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Sanitary Sewer Overflow Response Packet

Sanitary Sewer Overflow Report

C-2
Side B

D. CAUSE OF SSO

Where did failure occur? (Check all that apply): ☐ Air Relief or Blow-Off Valve ☐ Force Main ☐ Gravity Mainline ☐ Siphon
☐ Lower Lateral (public) ☐ Lower Lateral (private) ☐ Manhole ☐ Pump Station (specify): ○Controls ○Mechanical ○Power
☐ Upper Lateral (public) ☐ Upper Lateral (private) Other:

SSO cause *(check all that apply)*: ☐ Air Relief or Blow-Off Valve Failure ☐ Construction Diversion Failure ☐ CS Maintenance
☐ Damage by others ☐ Debris (specify): ○from Construction ○from Lateral ○General ○Rags ☐ Flow Exceeded Capacity
☐ FROG (Fats, roots, oil, grease) ☐ Inappropriate Discharge ☐ Natural Disaster ☐ Operator Error ☐ Root Intrusion
☐ Pipe Structural Problem/Failure ☐ Pipe Structural Problem/Failure (Installation) ☐ Rainfall Exceeded Design
☐ Pump Station Failure (specify): ○Controls ○Mechanical ○Power ☐ Siphon Failure ☐ Vandalism
☐ Surcharged Pipe ☐ Non - Dispersible Wipes ☐ Other (specify):

Diameter (in inches) of pipe at point of blockage/spill cause (if applicable):

Sewer pipe material at point of blockage/spill cause (if applicable):

Estimated age of sewer asset at the point of blockage or failure (if applicable):

Description of terrain surrounding point of blockage/spill cause: ☐ Flat ☐ Mixed ☐ Steep

E. SSO RESPONSE

SSO response activities (check all that apply): ☐ Cleaned-Up ☐ Mitigated Effects of Spill ☐ Contained All or Portion of Spill
☐ Restored Flow ☐ Returned All Spill to Sanitary Sewer System ☐ Returned Portion of Spill to Sanitary Sewer System
☐ Property Owner Notified ☐ Other Enforcement Agency Notified (specify) ☐ Other (specify):

SSO response completed (date & time):

Visual inspection result of impacted waters (if applicable):

Any fish killed? ☐ Yes ☐ No Any ongoing investigation? ☐ Yes ☐ No

Were health warnings posted? ☐ Yes ☐ No If yes, provide health warning/beach closure posting/details:

Was there a beach closure? ☐ Yes ☐ No If yes, name of closed beach(es):

Were samples of impacted waters collected? ☐ Yes ☐ No
If YES, select the analyses: ☐ DO ☐ Ammonia ☐ Bacteria ☐ pH ☐ Temperature ☐ Other:

Recommended corrective actions: (check all that apply and provide detail)
☐ Add sewer to preventive maintenance program
☐ Adjust schedule/method of preventive maintenance
☐ Enforcement action against FROG source
☐ Inspect Sewer Using CCTV to Determine Cause
☐ Plan rehabilitation or replacement of sewer
☐ Repair Facilities or Replace Defect
☐ Other (specify)

What major equipment was used in the response?

List all agency personnel involved in the response including name, title and their role in the response:

F. NOTES

G. NOTIFICATION DETAILS

CalOES contacted date and time (if applicable):

CalOES Control Number (if applicable): Spoke to:

This form prepared by: NAME:	TITLE:	DATE:
This form reviewed by: NAME:	TITLE:	DATE:

Place completed form in Sewer Overflow Envelope and follow routing instructions.

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Sanitary Sewer Overflow Response Packet

Start Time Determination Form

C-3

SSO Start Date: _____ Location: _____

Accurate start time determination is an essential part of SSO volume estimation. Depending on the flow rate, being even one minute off can have a huge impact on the volume estimation. Be as precise as possible. Do not round to quarter hour increments. Start time must be based on all available information (interviews with neighbors, emergency responders, etc.)

What time was the City notified of the SSO? _____ ☐ AM ☐ PM

Who notified the City? _____

Did they indicate what time they noticed the SSO? ☐ YES ☐ NO If yes, what time? _____ ☐ AM ☐ PM

Who at the City received the notification? _____

What time did the crew arrive at the site of the SSO? _____ ☐ AM ☐ PM

Who was interviewed regarding the start time of the SSO? Include their name, contact information, and the statement they provided:

Name	Contact Information	Statement

Describe in detail how you determined the start time for this particular SSO:

SSO Start Date: _____ SSO Start Time: _____ ☐ AM ☐ PM

SSO End Date: _____ SSO End Time: _____ ☐ AM ☐ PM

SSO Duration: _____ **minutes**

This form completed by:

Name: _____ Signature: _____

Job Title: _____ Date: _____

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Sanitary Sewer Overflow Response Packet

Volume Estimation: Eyeball Estimation Method

C-4a

Use this method only for small SSOs of less than 200 gallons.

SSO Date: _____ Location: _____

STEP 1: Position yourself so that you have a vantage point where you can see the entire SSO.

STEP 2: Imagine one or more buckets or barrels of water tipped over. Depending on the size of the SSO, select a bucket or barrel size as a frame of reference. It may be necessary to use more than one bucket/barrel size.

STEP 3: Estimate how many of each size bucket or barrel it would take to make an equivalent spill. Enter those numbers in Column A of the row in the table below that corresponds to the bucket/barrel sizes you are using as a frame of reference.

STEP 4: Multiply the number in Column A by the multiplier in Column B. Enter the result in Column C.

	A	B	C
Size of bucket(s) or barrel(s)	**How many of this size?**	**Multiplier**	**Estimated SSO Volume (gallons)**
1 gallon water jug		x 1 gallons	
5 gallon bucket		x 5 gallons	
32 gallon trash can		x 32 gallons	
55 gallon drum		x 55 gallons	
Other: _____ gallons		x _____ gallons	
		Estimated Total SSO Volume:	

STEP 5: Is rainfall a factor in the SSO? ☐Yes ☐No

If yes, what volume of the observed spill volume do you estimate is rainfall? _____gallons

If yes, describe how you determined the amount of rainfall in the observed spill?

STEP 6: Calculate the estimated SSO volume by subtracting the rainfall from the SSO volume:

_____gallons – _____gallons = _____gallons

Estimated SSO Volume — Rainfall — **Total Estimated SSO Volume**

Do you believe that this method has estimated the entire SSO? ☐Yes ☐No

If no, you MUST use additional methods to estimate the entire SSO. If yes, it is advisable to use additional methods to support the estimation. Explain why you believe this method has/has not estimated the entire SSO:

This worksheet completed by:

Name: _____ Signature: _____

Job Title: _____ Date: _____

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Sanitary Sewer Overflow Response Packet

Volume Estimation: Duration and Flow Rate Comparison Method

SSO Date: _____ Location: _____

STEP 1: Compare the SSO to reference images on the following pages (C-4b pages 2 through 4) to estimate flow rate of the current overflow. Describe which reference photo(s) were used and any additional factors that influenced applying the reference photo data to the actual SSO:

Flow Rate Based on Photo Comparison: _____gallons per minute (gpm)

STEP 2: Complete the **Start Time Determination Form** to provide a detailed description of how start time was determined. Copy the SSO Duration from the Start Time Determination Form here:

SSO Duration: _____minutes

STEP 3: Multiply the flow rate by the SSO duration to calculate the estimated SSO volume.

_____gpm X _____minutes = _____gallons
Flow Rate SSO Duration Estimated SSO Volume

STEP 4: Did the SSO occur during a period of consistent flow in this portion of the system? ☐Yes ☐ No

If no, explain how, based on this portion of the collection system and its users, you believe it may have impacted the estimated SSO volume:

By what percentage are you adjusting the estimation? ☐ increase ☐ decrease _____%

Translate the percentage into gallons: _____gallons

STEP 5: Calculate the adjusted SSO volume estimate:

_____gallons + or - _____gallons = _____gallons
Estimated SSO Volume Adjustment **Estimated SSO volume**

Do you believe that this method has estimated the entire SSO? ☐Yes ☐No
If no, you MUST use additional methods to estimate the entire SSO. If yes, it is advisable to use additional methods to support the estimation. Explain why you believe this method has/has not estimated the entire SSO:

This worksheet completed by:
Name: _____ Signature: _____
Job Title: _____ Date: _____

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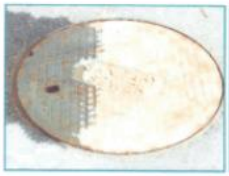
24" Manhole, Page 1 of 2

16 3/8" Riser



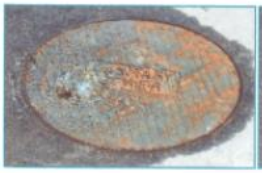
1 GPM

2 GPM

5 GPM

10 GPM

15 GPM



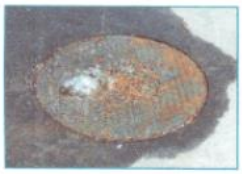
20 GPM

25 GPM

Instructions: Since Milpitas has several different sizes of manhole lids varying in weight and number of pick holes, it is important to follow these steps when using this SSO flow rate estimating tool:

1) If you are able, take a picture of overflowing manhole/riser.
2) Measure lid diameter and select the correct chart to use. There are 4 different charts, one for each diameter. If you have a lid that is an odd size or does not match one of the charts, ask a coach for help. If the lid is stuck to the casting or any of the vent holes are plugged, make a note of that on the SSO estimation worksheet and take a picture.
3) Match overflowing lid to the closest picture on the correct chart, and use that as the rate of flow on the SSO estimation worksheet.

24" Manhole, Page 2 of 2



30 GPM

50 GPM

75 GPM

100 GPM

125 GPM

150 GPM

175 GPM

200 GPM

Instructions: Since Milpitas has several different sizes of manhole lids varying in weight and number of pick holes, it is important to follow these steps when using this SSO flow rate estimating tool:

1) If you are able, take a picture of overflowing manhole/riser.
2) Measure lid diameter and select the correct chart to use. There are 4 different charts, one for each diameter. If you have a lid that is an odd size or does not match one of the charts, ask a coach for help. If the lid is stuck to the casting or any of the vent holes are plugged, make a note of that on the SSO estimation worksheet and take a picture.
3) Match overflowing lid to the closest picture on the correct chart, and use that as the rate of flow on the SSO estimation worksheet.

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26 1/2" "A" Manhole, Page 1 of 2

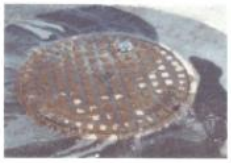
26 1/2" Manhole

1 GPM

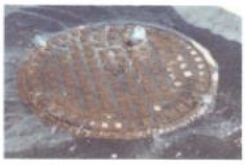
2 GPM

5 GPM

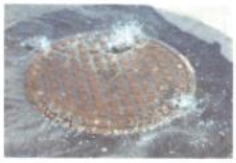
10 GPM



15 GPM



20 GPM

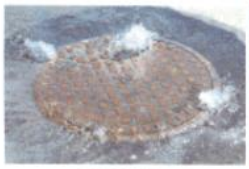


25 GPM

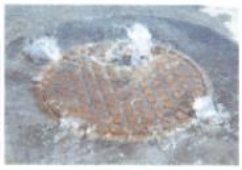
Instructions: Since Milpitas has several different sizes of manhole lids varying in weight and number of pick holes, it is important to follow these steps when using this SSO flow rate estimating tool:

1) If you are able, take a picture of overflowing manhole/riser.
2) Measure lid diameter and select the correct chart to use. There are 4 different charts, one for each diameter. If you have a lid that is an odd size or does not match one of the charts, ask a coach for help. If the lid is stuck to the casting or any of the vent holes are plugged, make a note of that on the SSO estimation worksheet and take a picture.
3) Match overflowing lid to the closest picture on the correct chart, and use that as the rate of flow on the SSO estimation worksheet.

26 1/2" "A" Manhole, Page 2 of 2

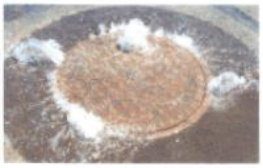


30 GPM



50 GPM

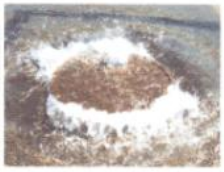
75 GPM



100 GPM

125 GPM

150 GPM



175 GPM

200 GPM

Instructions: Since Milpitas has several different sizes of manhole lids varying in weight and number of pick holes, it is important to follow these steps when using this SSO flow rate estimating tool:

1) If you are able, take a picture of overflowing manhole/riser.
2) Measure lid diameter and select the correct chart to use. There are 4 different charts, one for each diameter. If you have a lid that is an odd size or does not match one of the charts, ask a coach for help. If the lid is stuck to the casting or any of the vent holes are plugged, make a note of that on the SSO estimation worksheet and take a picture.
3) Match overflowing lid to the closest picture on the correct chart, and use that as the rate of flow on the SSO estimation worksheet.

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26 1/2" "B" Manhole, Page 1 of 2

26 1/2" Manhole

1 GPM

2 GPM

5 GPM

10 GPM

15 GPM

20 GPM

25 GPM

Instructions: Since Milpitas has several different sizes of manhole lids varying in weight and number of pick holes, it is important to follow these steps when using this SSO flow rate estimating tool:

1) If you are able, take a picture of overflowing manhole/riser.
2) Measure lid diameter and select the correct chart to use. There are 4 different charts, one for each diameter. If you have a lid that is an odd size or does not match one of the charts, ask a coach for help. If the lid is stuck to the casting or any of the vent holes are plugged, make a note of that on the SSO estimation worksheet and take a picture.
3) Match overflowing lid to the closest picture on the correct chart, and use that as the rate of flow on the SSO estimation worksheet.

26 1/2" "B" Manhole, Page 2 of 2

30 GPM

50 GPM

75 GPM

100 GPM

125 GPM

150 GPM

175 GPM

200 GPM

Instructions: Since Milpitas has several different sizes of manhole lids varying in weight and number of pick holes, it is important to follow these steps when using this SSO flow rate estimating tool:

1) If you are able, take a picture of overflowing manhole/riser.
2) Measure lid diameter and select the correct chart to use. There are 4 different charts, one for each diameter. If you have a lid that is an odd size or does not match one of the charts, ask a coach for help. If the lid is stuck to the casting or any of the vent holes are plugged, make a note of that on the SSO estimation worksheet and take a picture.
3) Match overflowing lid to the closest picture on the correct chart, and use that as the rate of flow on the SSO estimation worksheet.

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Sanitary Sewer Overflow Response Packet

Volume Estimation: Upstream Lateral Connections Method

C-4c

SSO Date: _____ Location: _____

STEP 1: Determine the number of Equivalent Dwelling Units (EDUs) for this SSO: _____ EDUs
NOTE: A single-family residential home = 1 EDU. For commercial buildings, refer to agency documentation.

STEP 2: This volume estimation method utilizes daily usage data based on flow rate studies of several jurisdictions in California. Column A shows how an average daily of usage of 180 gallons per day is distributed during each 6-hour period. Adjust the table as necessary to accurately represent the actual data.

Complete Column E by entering the number of minutes the SSO was active during each 6-hour time period. Multiply column D times Column E to calculate the gallons spilled during each time period. Add the numbers in Column F together for the Total Estimated SSO Volume per EDU.

	Flow Rate Per EDU				SSO	
	A	**B**	**C**	**D**	**E**	**F**
Time Period	Gallons per Period	Hours per period	A÷B = Gallons per Hour	C÷60 = Gallons per Minute	Minutes SSO was active during period	D × E = Gallons spilled per period
6am-noon	72	6	12	0.20		
noon-6pm	36	6	6	0.10		
6pm-midnight	54	6	9	0.15		
midnight-6am	18	6	3	0.05		
Total Estimated SSO Volume per EDU:						

STEP 3: Multiply the Estimated SSO Volume per EDU from Step 2 by the number of EDUs from Step 1.
_____gallons X _____ = _____gallons
Volume per EDU # of EDUs Estimated SSO Volume

STEP 4: Adjust SSO volume as necessary considering other factors, such as activity that would cause a fluctuating flow rate (doing laundry, taking showers, etc.). Explain rationale below and indicate adjusted SSO estimate (attach a separate page if necessary):

Estimated SSO Volume: _____gallons

Do you believe that this method has estimated the entire SSO? ☐Yes ☐No
If no, you MUST use additional methods to estimate the entire SSO. If yes, it is advisable to use additional methods to support the estimation. Explain why you believe this method has/has not estimated the entire SSO:

This worksheet completed by:
Name: _____ Signature: _____
Job Title: _____ Date: _____

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Sanitary Sewer Overflow Response Packet

Lateral CCTV Report

C-5

PLEASE COMPLETE AS THOROUGHLY AS POSSIBLE	
PERSON COMPLETING THIS FORM:	DATE: PHONE:
CAMERA TYPE:	LOCATION OF CAMERA ENTRY:
AFFECTED PROPERTY STREET ADDRESS: CITY, STATE AND ZIP: PHONE	LOCATION OF CAMERA STOP: DESCRIBE AREA TV'd: UPSTREAM MANHOLE #:
WEATHER AT TIME OF CCTV WORK:	
PLEASE CHECK ALL THAT WERE DISCOVERED – *Describe Extent & Location Using Camera Entry Point As Reference*: ❒ Broken Lateral – Describe: Depth: ❒ Roots – Severity: ☐Light ☐Moderate ☐Heavy ❒ Grease – Severity: ☐Light ☐Moderate ☐Heavy ❒ Sag – Describe: Depth: ❒ BPD – Describe: Location: ❒ Cleanout – Describe: Location: ❒ Joint/Junction – Describe: Depth ❒ Grade – Describe: ❒ Grit – Severity: ☐Light ☐Moderate ☐Heavy ❒ Other – Describe:	TIME OF OVERFLOW: TIME BLOCKAGE RELIEVED: TIME LATERAL TV'd: DEPTH OF LATERAL: RECOMMENDED FOLLOW UP WORK ACTIONS:
Mark for USA location? ☐Yes ☐No	Lateral Locations Marked in Green Paint? ☐Yes ☐No
SIGNATURE OF EMPLOYEE PERFORMING TV WORK:	DATE

If applicable, place completed form in Sewer Overflow Packet and follow routing instructions.

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Sanitary Sewer Overflow Response Packet

Collection System Failure Analysis

C-6
Side A

Incident Report #		Prepared By	
SSO/Backup Information			
Event Date/Time	Address		
Volume Spilled	Volume Recovered		
Cause			
Summary of Historical SSOs/Backups/Service Calls/Other Problems			
Date	Cause	Date Last Cleaned	Crew
Records Reviewed By:		Record Review Date:	
Summary of CCTV Information			
CCTV Inspection Date		Tape Name/Number	
CCTV Tape Reviewed By		CCTV Review Date	
Observations			

Go to Side B

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Sanitary Sewer Overflow Response Packet

Collection System Failure Analysis

C-6
Side B

Recommendations					
✓	Type	Specific Actions	Who is Responsible?	Completion Deadline	Who Will Verify Completion?
	No Changes or Repairs Required	n/a	n/a	n/a	n/a
	Repair(s)				
	Construction				
	Capital Improvement(s)				
	Change(s) to Maintenance Procedures				
	Change(s) to Overflow Response Procedures				
	Training				
	Misc.				
Comments/Notes:					
Review Date:					

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Overflow Emergency Response Plan
Public Posting

DANGER

RAW SEWAGE • AVOID CONTACT

PELIGRO

AGUA CONTAMINADA • EVITE TODO CONTACTO

City of Milpitas

(408) 586-2600

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CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT
(408) 586-2600

Milpitas Municipal Code, Title VIII, Chapter 2, Article 13, adopted by the City Council for the City of Milpitas on October 7, 1997, provides that the user shall be responsible for clearing all stoppages and maintaining flow in the side sewer consisting of the house lateral and house sewer, in accordance with the following provisions:

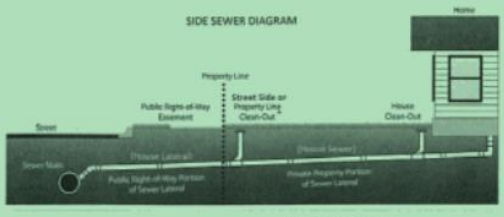
A. Stoppages or other maintenance and repairs required in the house sewer shall be the responsibility of the user.

B. The user shall be responsible for cleaning stoppages in the entire length of the house lateral. If the stoppage cannot be removed by the user or plumber hired by the user, by rodding or other routine cleaning methods, the City will attempt to clear the stoppage through the street cleanout, if one exists. If a street cleanout does not exist, the user shall be responsible for installing one. If the stoppage is found to be caused by grease, rags, or other foreign matter contributed by the user, or if in fact it is found that no stoppage exists, the user shall pay the City costs incurred. If more than one User is served by a single side sewer, the cost will be divided equally among the Users. If the stoppage is found to be caused by a broken pipe or other structural failure, necessary repairs will be made by the City at no charge to the user.

☐ The City's sewer main line in the street is clear of obstructions. It appears that the blockage is located on the property owner's side sewer, which is located from the house to the sewer main. It is the property owner's responsibility to clear this line. Please contact a licensed plumber to conduct the necessary cleaning of the side sewer.

☐ A street cleanout is required to be installed by a licensed plumber, in accordance with the City of Milpitas Municipal Code. The cleanout shall be installed per City of Milpitas Design Standards. A building permit is required for this work and can be obtained by contacting the City's Building Department at City Hall. You may contact the Building hotline at (408) 586-3240 for information.

☐ There was a blockage in the City's sewer main line. City staff has cleared the blockage in the sewer main.



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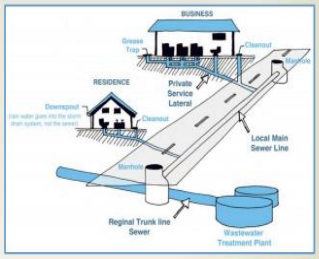
How a Sewer System Works

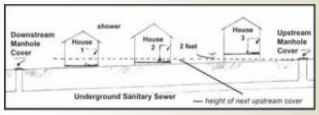
A property owner's sewer pipes are called ***service laterals*** and are connected to larger local main and regional trunk lines.
Service laterals run from the connection at the home to the connection with the public sewer. These laterals are the responsibility of the property owner and must be maintained by the property owner.



Is my home required to have a backflow prevention device?

Section 710.1 of the Uniform Plumbing Code (U.P.C.) states: *"Drainage piping serving fixtures which have flood level rims located below the elevation of the next upstream manhole cover or private sewer serving such drainage piping* ***shall*** *be protected from backflow of sewage by installing an approved type of backwater valve."* The intent of Section 710.1 is to protect the building interior from mainline sewer overflows or surcharges.

Additionally, U.P.C. 710.6 states: *"Backwater valves* ***shall*** *be located where they will be accessible for inspection and repair at all times and, unless continuously exposed, shall be enclosed in a masonry pit fitted with an adequately sized removable cover."*



If you have a sewage spill from your private sewer line that impacts storm drains, waterways or public property, contact:

City of Milpitas
(408) 586-2600

Santa Clara County Environmental Health
(408) 918-3400

California Health and Safety Code, Sections 5410-5416 requires:

- No person shall discharge raw or treated sewage or other waste in a manner that results in contamination, pollution, or a nuisance.
- Any person who causes or permits a sewage discharge to any state waters:
  - Must immediately notify the local health agency of the discharge.
  - Shall reimburse the local health agency for services that protect the public's health and safety.
  - Who fails to provide the required notice to the local health agency is guilty of a misdemeanor and shall be punished by a fine (between $500–$1,000) and/or imprisonment for less than one year.

San Francisco Regional Water Quality Control Board
(510) 622-2300
Requires the prevention, mitigation, response to, and reporting of sewage spills.

California Governor's Office of Emergency Services (CalOES)
(800) 852-7550

California Water Code, Article 4, Chapter 4, Sections 13268-13271 & California Code of Regulations, Title 23, Division 3, Chapter 9.2, Article 2, Sections 2250-2260 require:

- Any person who causes or permits sewage in excess of 1,000 gallons to be discharged to state waters shall immediately notify the Office of Emergency Services.
- Any person who fails to provide the notice required by this section is guilty of a misdemeanor and shall be punished by a fine (less than $20,000) and/or imprisonment for not more than one year.

Sewer Spill Reference Guide

Your Responsibilities as a Private Property Owner

Provided to you by:

City of Milpitas

455 E. Calaveras Boulevard
Milpitas, CA 95035

(408) 586-2600
www.ci.milpitas.ca.gov

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How do sewage spills happen?

Sewage spills occur when the wastewater in underground pipes overflows through a manhole, cleanout, or broken pipe. Most spills are relatively small and can be stopped and cleaned up quickly, but left unattended they can cause health hazards, damage to homes and businesses, and threaten the environment, local waterways, and beaches.

CAUTION!

When trying to locate a sewer problem, never open manholes or other public sewer structures. Only our crews are allowed to open & inspect these structures.

Common causes of sewage spills

- Grease build-up
- Tree roots
- Broken/cracked pipes
- Missing or broken cleanout caps
- Undersized sewers
- Groundwater/rainwater entering the sewer system through pipe defects and illegal connections

Prevent most sewage backups with a Backflow Prevention Device

This type of device can help prevent sewage backups into homes and businesses. If you don't already have a Backflow Prevention Device, contact a professional plumber or contractor to install one as soon as possible.

Protect the environment!

If you let sewage from your property discharge to a gutter or storm drain, you may be subject to penalties and/or out-of-pocket costs for clean-up and enforcement efforts. A property owner may be charged for costs incurred by agencies responding to spills from private properties.

What to look for:

Sewage spills can be a very noticeable gushing of water from a manhole or a slow water leak that may take time to be noticed. Don't dismiss unaccounted-for wet areas. Look for:

- Drain backups inside the building.
- Wet ground and/or water leaking around manhole lids onto your street.
- Leaking water from cleanouts or outside drains
- Unusual odorous wet areas: sidewalks, external walls, ground/landscape around a building.

The following are indicators of a possible obstruction in your sewer line:

- Water comes up in floor drains, showers or toilets.
- Toilets, showers or floor drains below ground level drain very slowly.

What to do if there is a spill:

Immediately notify the City of Milpitas. Our crews locate the blockage and determine if it is in the public sewer; if it is the crew removes the blockage and arranges for cleanup. If the backup is in your private internal plumbing or in the private service laterals, you are required to immediately:

- Control and minimize the spill by shutting off or not using the water
- Keep sewage out of the storm drain system using sandbags, dirt and/or plastic sheeting
- Call a plumbing professional to clear blockages and make repairs as needed. Look in the yellow pages under "Plumbing Drain & Sewer Cleaning" or "Sewer Contractors."
- Always notify your sewer/public works department or public sewer district of sewage spills.

Spill cleanup inside the home:

For large clean ups, a professional cleaning firm should be contacted to clean up impacted areas, you can locate local firms by looking in the Yellow Pages under "Water Damage" or "Fire Damage." If you hire a contractor, it is recommended to get estimates from more than one company. Sometimes, homeowner's insurance will pay for the necessary cleaning due to sewer backups. Not all policies have this coverage, so check with your agent.

If you decide to clean up a small spill inside your home, protect yourself from contamination by observing the following safety measures. Those persons whose resistance to infection is compromised should not attempt this type of clean up.

Other Tips:

- Keep children and pets out of the affected area until cleanup has been completed.
- Turn off heating/air conditioning systems
- Wear rubber boots, rubber gloves, and goggles during cleanup of the affected area.
- Discard items that cannot be washed and disinfected (such as: mattresses, rugs, cosmetics, baby toys, etc.)
- Remove and discard drywall and insulation that has been contaminated with sewage or flood waters.
- Thoroughly clean all hard surfaces (such as flooring, concrete, molding, wood and metal furniture, countertops, appliances, sinks and other plumbing fixtures) with hot water and laundry or dish detergent.
- Help the drying process with fans, air conditioning units, and dehumidifiers.
- After completing cleanup, wash your hands with soap and water. Use water that has been boiled for 1 minute (allow the water to cool before washing your hands) OR use water that has been disinfected (solution of 1/8 teaspoon of household bleach per 1 gallon of water). Let it stand for 30 min. If water is cloudy, use ¼ teaspoon of household bleach per 1 gallon of water.
- Wash clothes worn during cleanup in hot water and detergent (wash apart from uncontaminated clothes).
- Wash clothes contaminated with sewage in hot water and detergent. Consider using a Laundromat until your onsite wastewater system has been professionally inspected and serviced.
- Seek immediate attention if you become injured or ill.

Spill cleanup outside the home:

- Keep children and pets out of the affected area until cleanup has been completed.
- Wear rubber boots, rubber gloves, and goggles during cleanup of affected area.
- Clean up sewage solids (fecal material) and place in properly functioning toilet or double bag and place in garbage container.
- On hard surfaces areas such as asphalt or concrete, it is safe to use a 2% bleach solutions, or ½ cup of bleach to 5 gallons of water, but don't allow it to reach a storm drain as the bleach can harm the environment.
- After cleanup, wash hands with soap and water. Use water that has been boiled for 1 minute (allow to cool before washing your hands) OR use water that has been disinfected (solution of 1/8 teaspoon of household bleach per 1 gallon of water). Let it stand for 30 min. If water is cloudy, use ¼ teaspoon of household bleach per 1 gallon of water.
- Wash clothes worn during cleanup in hot water and detergent (wash apart from uncontaminated clothes).
- Wash clothes contaminated with sewage in hot water and detergent. Consider using a Laundromat until your onsite wastewater system has been professionally inspected and serviced.
- Seek immediate attention if you become injured/ill.

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Appendix D

FIELD SAMPLING KIT

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Field Sampling Kit

Table of Contents

Form	Form Number
Procedures for Sampling Receiving Waters and Posting Warnings after a Sewage Spill	D-1
Sample Collection Chain of Custody Record	-2

Go to Water Quality Sampling Area and get the following supplies:

- Ice pack
- Ice
- Sample pole
- Latex gloves
- Long rubber gloves
- Safety glasses
- Waterproof Pen (i.e. Sharpie®)
- Chain of Custody form
- Sample Containers
  - Bac-T
  - Ammonia

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City of Milpitas: Overflow Emergency Response Plan

D-1
Side A

Field Sampling Kit
Procedures for Sampling Receiving Waters and Posting Warnings after a Sewage Spill

Get Field Sampling Kit → Get ice pack or ice and place in cooler → Determine point spill entered waterway – photograph this location (*include a reference point in the photo)* → Don the PPE from the Sampling Kit

Determine direction of water movement from point of discharge. Estimate and record water velocity.

- Collect all samples against the direction of the water flow! (face upstream)
- Collect upstream sample first!
- Collect samples well away from the bank (preferably where water is visibly flowing) and 6" below the surface
- Avoid sampling debris or scum layer from the surface.
- Photograph evidence of dead fish!

SAMPLING STEPS

Move far enough upstream of point where spill entered waterway to ensure the waters have not been impacted by the SSO (reference sample)

Remove the seal from the fecal coliform sample container (100ml) just prior to collecting your sample. A chemical has been added to the sample container. Leave the chemical in the bottle and do not rinse.

1. Remove the cap immediately before collecting each sample.
2. Avoid allowing the inside of the cap to touch anything.
3. Holding the bottle in one hand, face upstream and lower the bottle 6" below the water surface. Then sweep the bottle upstream and out of the water. Be careful not to disturb the bottom sediment. Pour a little water out so that bottle is filled to the line. Immediately replace the cap.

Open the ammonia-nitrogen sample container and follow collection process above (steps 1-3) to fill to just below the neck of the jar. NOTE: The ammonia-nitrogen sample bottle contains sulfuric acid – LEAVE THE ACID IN THE BOTTLE AND DO NOT ALLOW IT TO TOUCH YOUR SKIN!

Label all of the samples with their location and note the date and time collected → Place samples in cooler on the ice pack → Take a photo of this sample location (*include a reference point in the photo)*

Repeat sampling steps (red boxes) to collect downstream (green tape), and discharge point (orange tape) samples. → Complete the Chain of Custody form from the Sampling Kit.

Contact the contracted lab and inform them that the following samples require processing: Ammonia-Nitrogen and fecal coliform. → Take cooler containing the samples and completed chain of custody to the Lab within 6 hours of collection time.

Post warning signs as directed by County Environmental Health Dep't or the Public Works Maintenance Manager for Utilities. (Remove Warning Signs and lift restrictions when authorized by County Environmental Health Dep't.)

Repeat sampling daily from time the spill is known until the results of two consecutive sets of samples indicate the return to the normal level or cessation of monitoring is authorized by the County Environmental Health Department.

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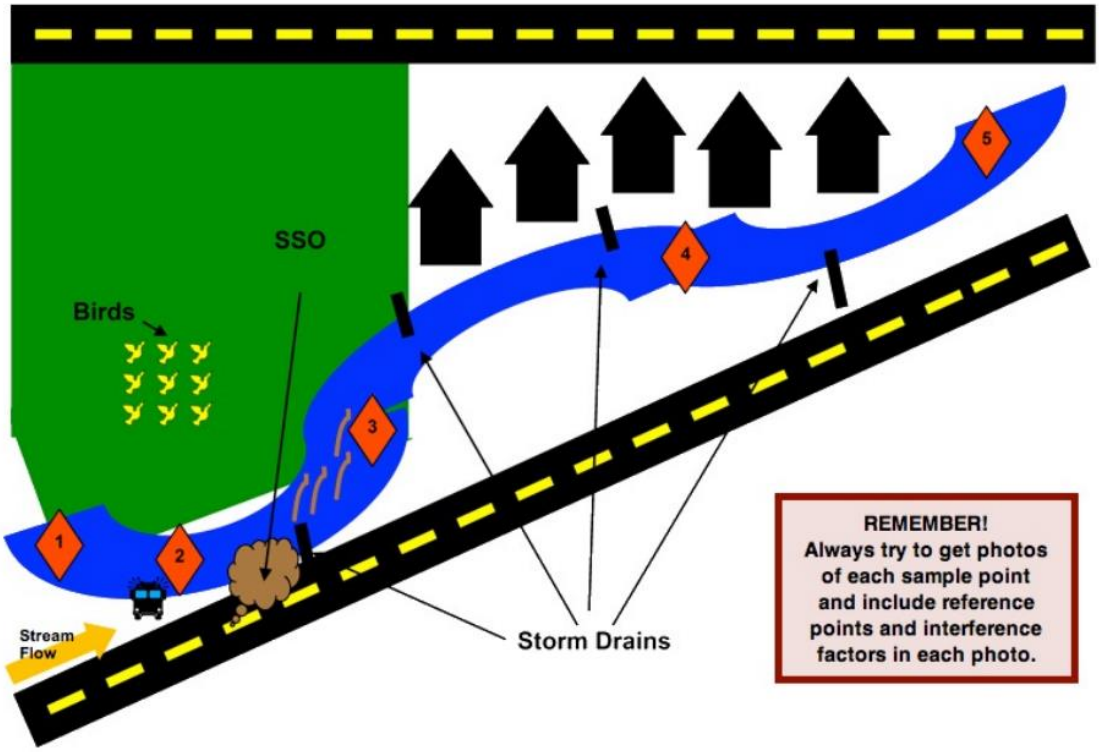
Field Sampling Kit
Procedures for Sampling Receiving Waters after a Sewage Spill

D-1
Side B

This example is provided for illustrative purposes *only!* Base each sampling event on the geography, drainage and interference factors (*i.e. birds, animals, runoff, etc.)* of the area impacted. Consult Public Works Maintenance Manager for Utilities or Wastewater Treatment Plant Laboratory as needed.



1 **Sample Location 1: Baseline Sample, *no* observable interference from birds, animals, runoff, etc**

2 **Sample Location 2: Baseline Sample, *observable* interference from birds, animals, runoff, etc**
NOTE: Only collect this sample if you observe any possible interfering factors upstream from the spill location

3 **Sample Location 3: Immediately downstream of SSO entry point**

4 **Sample Location 4: Further downstream of SSO entry point – note any possible interfering factors**

5 **Sample Location 5: Further downstream of SSO entry point – note any possible interfering factors**

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D-2

Field Sampling Kit
Sample Collection Chain of Custody Record

Customer Name				☐	**Hazardous Waste**	**PO#**	
Customer Address				☐	**Unknown Material**	**WO#**	
Customer Telephone		**Mail Code**		**CONTRACT LAB INFORMATION**		**Turnaround Requirement**	
Program Name				Ship to:		☐ Normal (21 days)	
Lab Program Coordinator		**Phone #**		Ship Date:		☐ Rush: _____	
Sampled By				Courier:		☐ Other:	

LIMS# (Issued by Lab)	SAMPLE COLLECTION INFORMATION							# Containers	Matrix*	Analysis Requested					QA/QC Requirements	
	Date	Time	Type		Sample Location	Field pH	Field Temp								☒ Lab Standard	
															☐ Special (see attached)	
			Composite	Grab						Ammonia	Enterococcus					Remarks/Notes
			☐	☒	Upstream			2	A	☒	☒	☐	☐	☐		
			☐	☒	Entry Point			2	A	☒	☒	☐	☐	☐		
			☐	☒	Downstream			2	A	☒	☒	☐	☐	☐		
			☐	☐				2		☐	☐	☐	☐	☐		
			☐	☐				2		☐	☐	☐	☐	☐		
			☐	☐				2		☐	☐	☐	☐	☐		
			☐	☐				2		☐	☐	☐	☐	☐		

*Matrix: P = Potable Water, W = Wastewater, A = Ambient Water, G = Groundwater, S = Soil, B = Biosolids, I = Industrial, O = Other (specify in remarks)

Relinquished	Date	Time

Relinquished to	Date	Time

Transport/Shipping Information		
☐ USPS	☐ UPS	☐ FedEx
Tracing #:		
☐ Other:		

Sample Receiving Documentation

Container intact? ☐ Yes ☐ No	Correct container? ☐ Yes ☐ No	Field preserved? ☐ Yes ☐ No	Custody tape intact? ☐ Yes ☐ No
Cooled? ☐ Yes ☐ No	Temp. Blank? ☐ Yes ☐ No (°C)	Comments:	
Sample distribution: ☐ Lab bench ☐ Ice chest ☐ Walk-in cooler shelf #		Disposal Date:	Disposed by: (inits.)
C-O-C Distribution Date: By:	☐ Lab Admin File ☐ Prog/proj Mgr. ☐ Lab Prog. Coord. ☐ Delivery courier ☐ Pick-up courier		

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Appendix E

CONTRACTOR ORIENTATION

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CONTRACTOR ORIENTATION

The following procedures are to be followed in the event that you cause or witness a Sanitary Sewer Overflow.

Contractor causes or witnesses a Sanitary Sewer Overflow

↓

Immediately notify the City

Business Hours: (408) 586-2600

After Hours: Police Dispatch (408) 586-2400 or 911

↓

Protect the storm drains
using mats, dikes, berms, etc.

↓

Protect the Public

If the spill is entering an area where public contact may occur, and if it is safe to do so, monitor the location until the City Maintenance/Standby Crew arrives.

↓

Provide Information

Provide the City Maintenance/Standby Crew with information about the overflow such as start time, appearance point, suspected cause, weather conditions, etc.

↓

Direct ALL media and public relations requests to:

Public Works Director or designee at (408) 586-2600

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Sanitary Sewer Overflows

How to avoid them and what to do if you don't

What? A sanitary sewer overflow (SSO) is a discharge of untreated human and industrial waste before it reaches the wastewater treatment facility.

Where? SSOs usually occur through manholes, plumbing fixtures and service cleanouts.

Why? SSOs are usually caused by grease, debris, root balls, or personal hygiene products blocking the sewer lines, or by unusually high flow volume.

How to prevent SSOs:

...when clearing plugged sewer laterals:

- Remove root balls, grease blockages and any other debris from the sewer
- If you can't prevent root balls, grease or debris from entering the sewer main, call us at (408) 586-2600, so we can work with you to remove the blockage and prevent blockages further downstream
- Use plenty of water to flush lines.

...when constructing or repairing sewer laterals:

- Contact us for permits, lateral specifications and main lines inspections:

  Permit Center, City Hall
  455 E. Calaveras Boulevard, Milpitas, CA 95035
  (408) 586-3240
- Check your work area. Make sure there is no debris left in the sewer line before you backfill.
- Avoid offset joints, which may make sewer lines vulnerable to root intrusion and grease or debris accumulation. Properly bed your joints and don't hammer tap.

If you cause or witness an SSO, immediately contact:

City of Milpitas

(408) 586-2600

After Hours:
(408) 586-2400 or 911
(Police Dispatch)

City of Milpitas

455 E. Calaveras Boulevard
Milpitas, CA 95035

www.ci.milpitas.ca.gov

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Appendix D

Excerpts from Milpitas Municipal Code, Title VIII, Chapter 2

MILPITAS MUNICIPAL CODE

See Title VIII, Chapter 2 – MILPITAS SANITARY CODE

Link: https://library.municode.com/ca/milpitas/codes/code_of_ordinances

Appendix E

Sanitary Sewer System Map

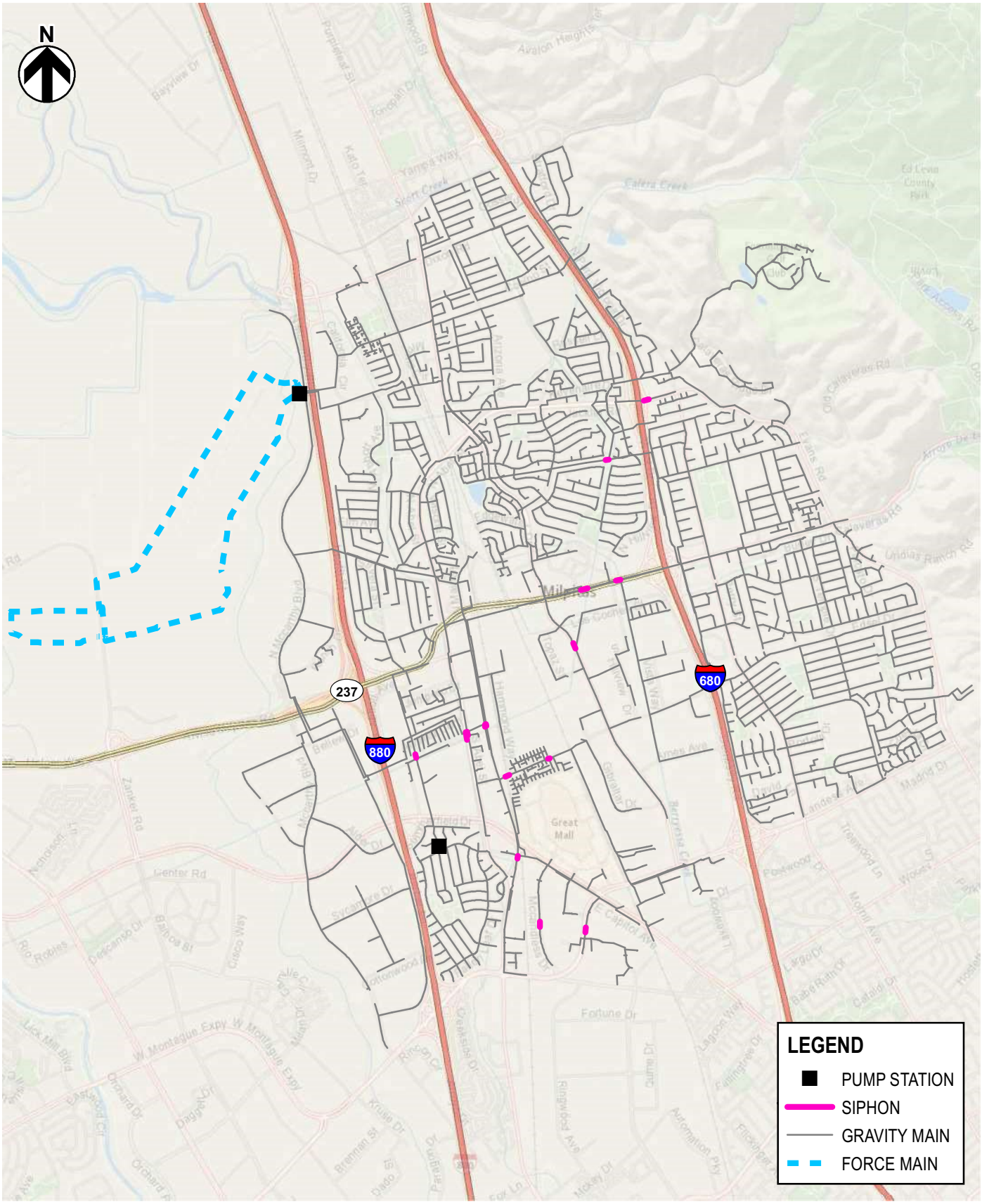


FIGURE ES-2
CITY OF MILPITAS
SEWER MASTER PLAN
WASTEWATER COLLECTION SYSTEM OVERVIEW

HydroScience

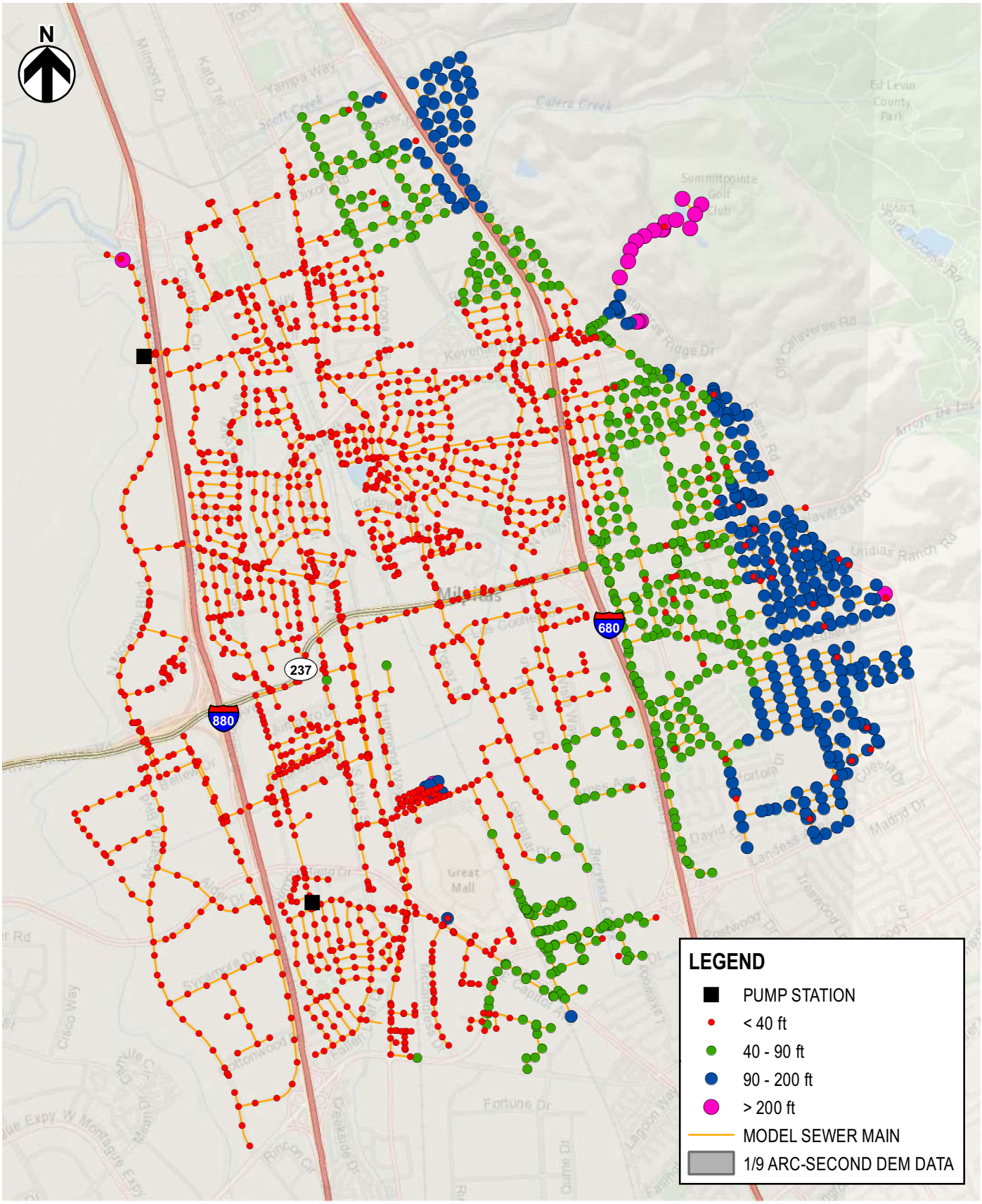


FIGURE 6-2
CITY OF MILPITAS
SEWER MASTER PLAN
MANHOLE RIM ELEVATIONS

HydroScience

Appendix F

Sanitary Sewer Pipe Ages Map

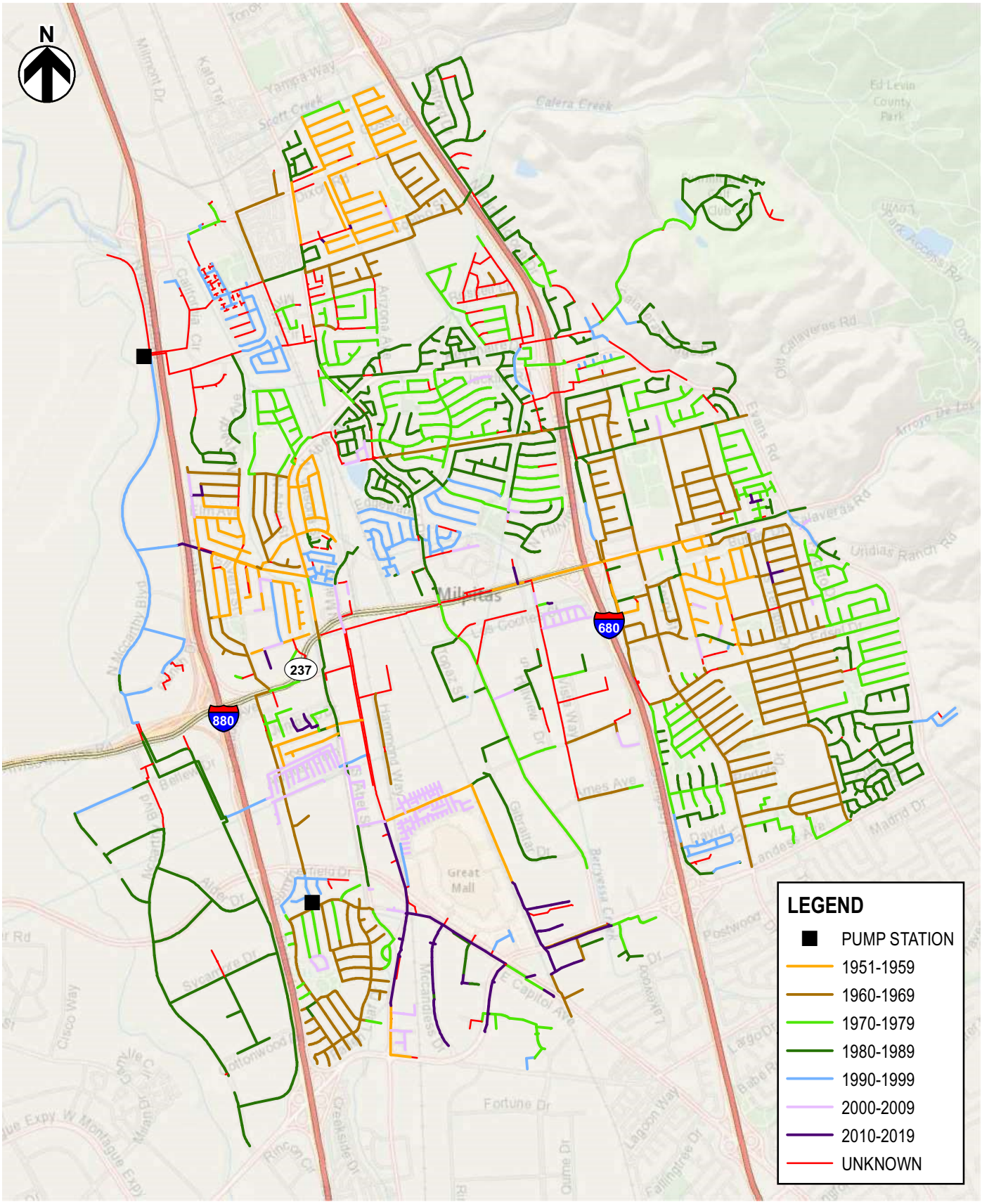


FIGURE 3-4
CITY OF MILPITAS
SEWER MASTER PLAN
COLLECTION SYSTEM PIPELINE AGE

HydroScience

Appendix G

Sanitary Sewer Pipe Materials Map

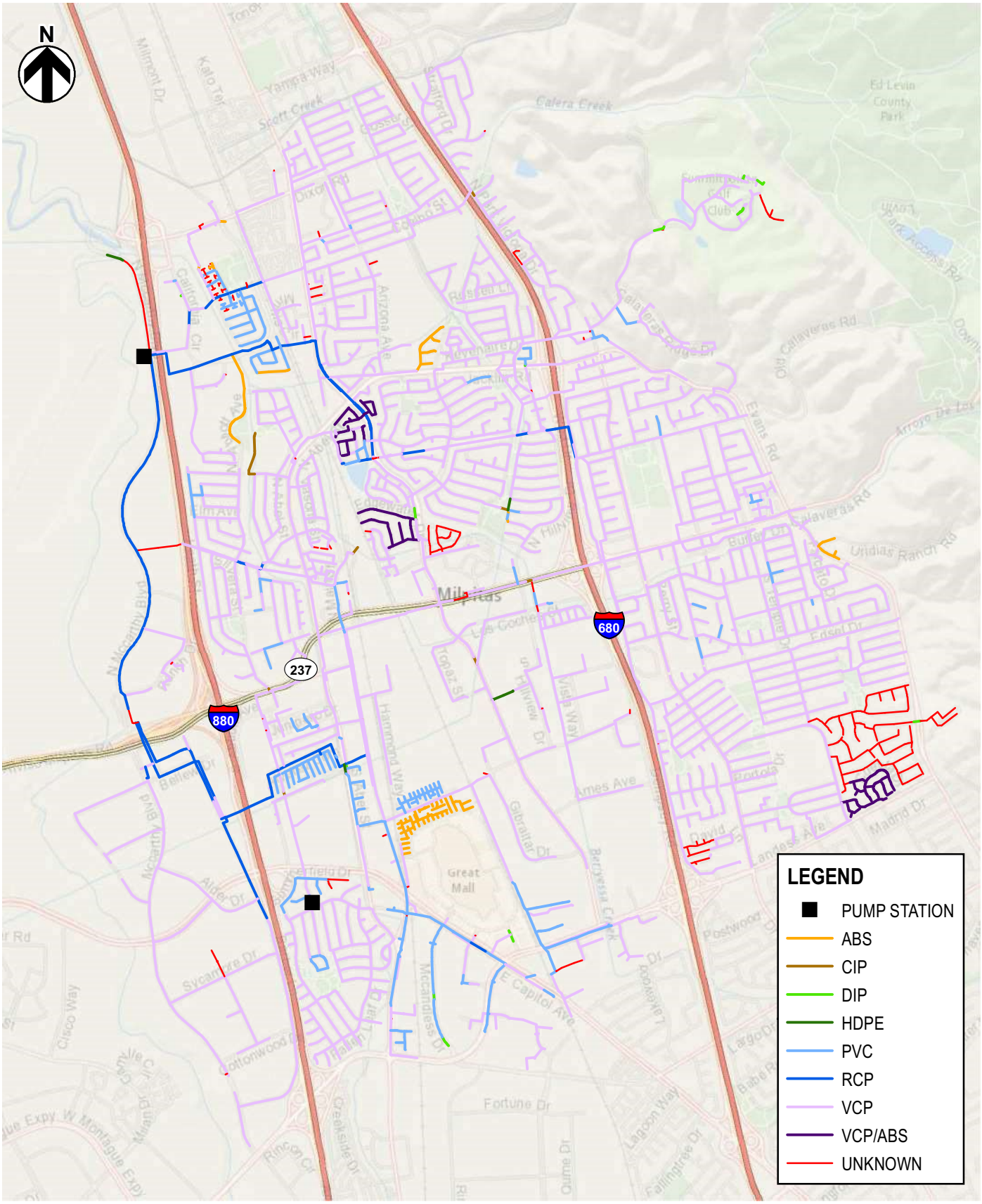


FIGURE 3-2
CITY OF MILPITAS
SEWER MASTER PLAN
COLLECTION SYSTEM PIPELINE MATERIAL

HydroScience

Appendix H

Storm Drain Facilities Map

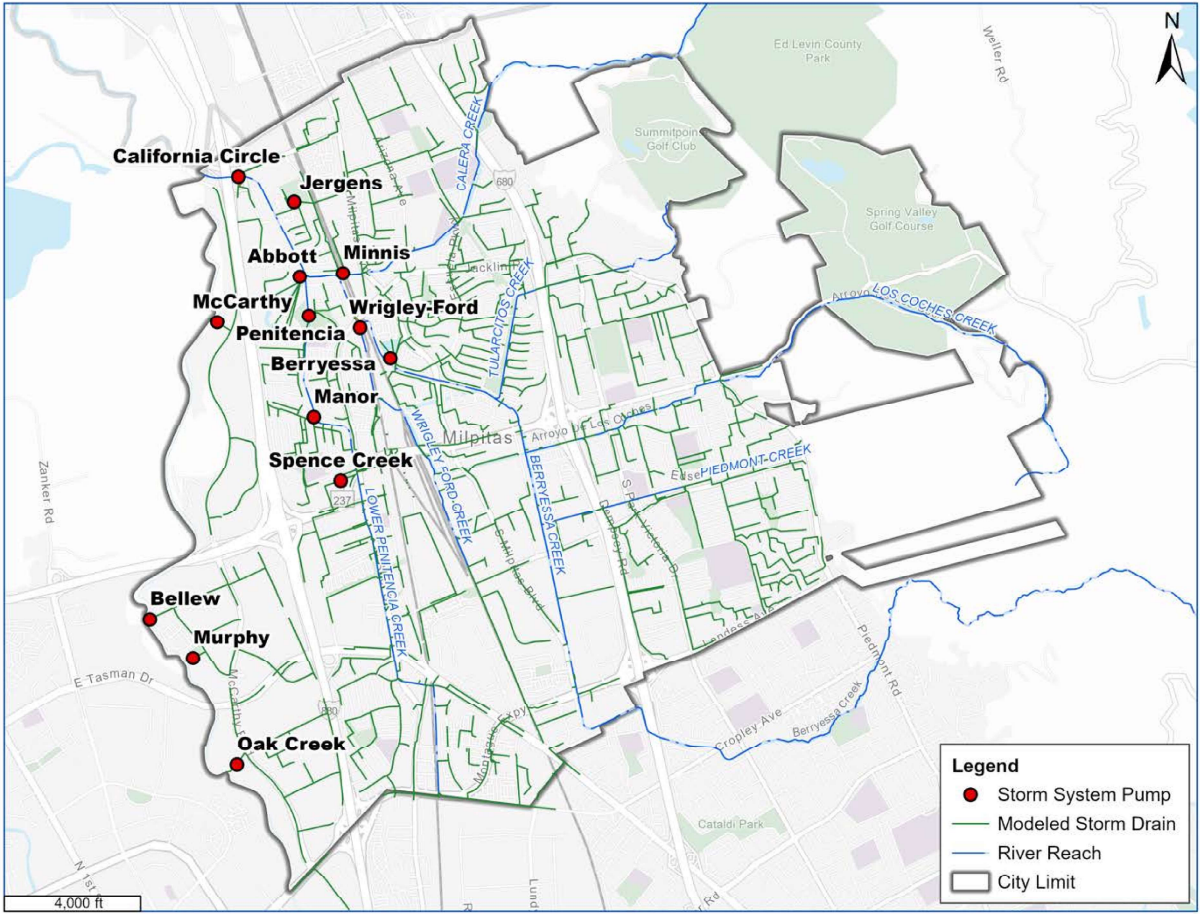


Figure 2-8: Pump Station Locations

Appendix I

Five-Year Capital Improvement Program

FY 2022 - 2026

SEWER IMPROVEMENT PROJECTS

2022-26 Summary of Estimated Costs

Pg.	No.	Project Name	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Cost
306	6118	SJ/SC Regional Waste Water Facility	70,452,245	5,730,000	11,890,000	13,277,000	11,308,000	3,381,000	116,038,245
308	6119	Sanitary Sewer Condition Assessment Program	621,000	0	0	0	0	0	621,000
310	6121	BART Project - Sewer Improvements	243,323	0	0	0	0	0	243,323
312	6124	Sewer Pump Station Rehab. Program	252,000	100,000	100,000	0	0	0	452,000
314	6126	Minor Sewer Projects	113,000	50,000	50,000	50,000	50,000	50,000	363,000
316	6127	Sanitary Supervisory Control & Data Acquisition	316,600	0	0	0	0	0	316,600
318	6130	Main Lift Station Odor Emissions Control	2,450,000	0	0	0	0	0	2,450,000
320	6131	Sanitary Sewer Cathodic Protection Imprv.	2,025,000	600,000	0	0	0	0	2,625,000
322	6132	Sewer Master Plan 2019	750,000	0	0	0	0	0	750,000
324	6134	On-Call Sewer Maintenance & Repair Services	98,000	0	0	0	0	0	98,000
326	Plan	Sewer Line Replacement at E. Curtis	0	0	0	300,000	1,250,000	0	1,550,000
		Total Cost	**$77,321,168**	**$6,480,000**	**$12,040,000**	**$13,627,000**	**$12,608,000**	**$3,431,000**	**$125,507,168**

Funding Summary

Wastewater Revenue Bonds	2,062,755	0	0	0	0
Sewer Infrastructure Fund	4,417,245	4,505,737	7,286,000	50,000	50,000
Sewer Treatment Fund	0	7,534,263	0	0	0
TASP Impact Fees	0	0	300,000	1,250,000	0
Total Financing Available	6,480,000	12,040,000	7,586,000	1,300,000	50,000
No Funding Source	0	0	6,041,000	11,308,000	3,381,000
Total	**$6,480,000**	**$12,040,000**	**$13,627,000**	**$12,608,000**	**$3,431,000**

Summary of Project Funding Sources FY 2021-22

Pg.	No.	Project Name	Wastewater Revenue Bonds	Sewer Infrastructure Fund
306	6118	SJ/SC Regional Waste Water Facility	2,062,755	3,667,245
308	6119	Sanitary Sewer Condition Assessment Program	0	0
310	6121	BART Project - Sewer Improvements	0	0
312	6124	Sewer Pump Station Rehab. Program	0	100,000
314	6126	Minor Sewer Projects	0	50,000
316	6127	Sanitary Supervisory Control & Data Acquisition	0	0
318	6130	Main Lift Station Odor Emissions Control	0	0
320	6131	Sanitary Sewer Cathodic Protection Imprv.	0	600,000
322	6132	Sewer Master Plan 2019	0	0
324	6134	On-Call Sewer Maintenance & Repair Services	0	0
326	Plan	Sewer Line Replacement at E. Curtis	0	0
		Subtotal by Funding Source	**2,062,755**	**4,417,245**
		Total	**$6,480,000**	

Summary of Project Funding Sources FY 2022-23

Pg.	No.	Project Name	Sewer Infrastructure Fund	Sewer Treatment Fund
306	6118	SJ/SC Regional Waste Water Facility	4,355,737	7,534,263
308	6119	Sanitary Sewer Condition Assessment Program	0	0
310	6121	BART Project - Sewer Improvements	0	0
312	6124	Sewer Pump Station Rehab. Program	100,000	0
314	6126	Minor Sewer Projects	50,000	0
316	6127	Sanitary Supervisory Control & Data Acquisition	0	0
318	6130	Main Lift Station Odor Emissions Control	0	0
320	6131	Sanitary Sewer Cathodic Protection Imprv.	0	0
322	6132	Sewer Master Plan 2019	0	0
324	6134	On-Call Sewer Maintenance & Repair Services	0	0
326	Plan	Sewer Line Replacement at E. Curtis	0	0
		Subtotal by Funding Source	**4,505,737**	**7,534,263**
		Total	**$12,040,000**	

Summary of Project Funding Sources FY 2023-24

Pg.	No.	Project Name	Sewer Infrastructure Fund	Sewer Treatment Fund	TASP Impact Fees	No Funding Source
306	6118	SJ/SC Regional Waste Water Facility	7,236,000	0	0	6,041,000
308	6119	Sanitary Sewer Condition Assessment Program	0	0	0	0
310	6121	BART Project - Sewer Improvements	0	0	0	0
312	6124	Sewer Pump Station Rehab. Program	0	0	0	0
314	6126	Minor Sewer Projects	50,000	0	0	0
316	6127	Sanitary Supervisory Control & Data Acquisition	0	0	0	0
318	6130	Main Lift Station Odor Emissions Control	0	0	0	0
320	6131	Sanitary Sewer Cathodic Protection Imprv.	0	0	0	0
322	6132	Sewer Master Plan 2019	0	0	0	0
324	6134	On-Call Sewer Maintenance & Repair Services	0	0	0	0
326	Plan	Sewer Line Replacement at E. Curtis	0	0	300,000	0
		Subtotal by Funding Source	**7,286,000**	**0**	**300,000**	**6,041,000**
		Total	**$13,627,000**			

Summary of Project Funding Sources FY 2024-25

Pg.	No.	Project Name	Sewer Infrastructure Fund	TASP Impact Fees	No Funding Source
306	6118	SJ/SC Regional Waste Water Facility	0	0	11,308,000
308	6119	Sanitary Sewer Condition Assessment Program	0	0	0
310	6121	BART Project - Sewer Improvements	0	0	0
312	6124	Sewer Pump Station Rehab. Program	0	0	0
314	6126	Minor Sewer Projects	50,000	0	0
316	6127	Sanitary Supervisory Control & Data Acquisition	0	0	0
318	6130	Main Lift Station Odor Emissions Control	0	0	0
320	6131	Sanitary Sewer Cathodic Protection Imprv.	0	0	0
322	6132	Sewer Master Plan 2019	0	0	0
324	6134	On-Call Sewer Maintenance & Repair Services	0	0	0
326	Plan	Sewer Line Replacement at E. Curtis	0	1,250,000	0
		Subtotal by Funding Source	**50,000**	**1,250,000**	**11,308,000**
		Total	**$12,608,000**		

Summary of Project Funding Sources FY 2025-26

Pg.	No.	Project Name	Sewer Infrastructure Fund	No Funding Source
306	6118	SJ/SC Regional Waste Water Facility	0	3,381,000
308	6119	Sanitary Sewer Condition Assessment Program	0	0
310	6121	BART Project - Sewer Improvements	0	0
312	6124	Sewer Pump Station Rehab. Program	0	0
314	6126	Minor Sewer Projects	50,000	0
316	6127	Sanitary Supervisory Control & Data Acquisition	0	0
318	6130	Main Lift Station Odor Emissions Control	0	0
320	6131	Sanitary Sewer Cathodic Protection Imprv.	0	0
322	6132	Sewer Master Plan 2019	0	0
324	6134	On-Call Sewer Maintenance & Repair Services	0	0
326	Plan	Sewer Line Replacement at E. Curtis	0	0
		Subtotal by Funding Source	**50,000**	**3,381,000**
		Total	**$3,431,000**	

PROJECT NO.

6118

SJ/SC Regional Waste Water Facility

Category:	Sewer Improvement
City Council Priority:	Governance and Administration
Project Location:	San Jose/Santa Clara Regional Waste Water Facility
Managing Department:	Public Works
Contact Person:	Tony Ndah [2602]/ Harris Siddiqui [3358]
Project Stage:	Construction
Estimated Schedule	
Design:	Ongoing
Construction:	Ongoing
Recurring Project:	Yes

Description

The City pumps sewage to the San Jose/Santa Clara Regional Waste Water Facility for waste water treatment before it can be discharged into the San Francisco Bay. The facility was originally constructed in 1956 and is reaching the end of its useful life. The City of San Jose, who operates the facility, is undergoing an estimated $2 billion rehabilitation project to completely overhaul the facility over the next 30 years. Since the City of Milpitas uses approximately 7%, it will be responsible for 7% of the cost of improvements which is approximately $140 million over the next 30 years. This project funds Milpitas' share of the rehabilitation costs.

Notes

The project costs were increased from anticipated debt service payments to "pay-as-go" total costs. Staff pursuing long term financing with other tributary agencies.

Uncommitted Balance as of 5/31/2021	Council Approval
$3,215,409	**7/1/2013**

SJ/SC Regional Waste Water Facility

Project No. 6118

Estimated Cost

Phase	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Improvements	70,452,245	5,730,000	11,890,000	13,277,000	11,308,000	3,381,000	116,038,245
TOTAL	**$70,452,245**	**$5,730,000**	**$11,890,000**	**$13,277,000**	**$11,308,000**	**$3,381,000**	**$116,038,245**

Funding Source

	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Wastewater Revenue Bonds	33,437,245	2,062,755	0	0	0	0	35,500,000
Sewer Fund	21,765,000	0	0	0	0	0	21,765,000
Sewer Infrastructure Fund	2,500,000	3,667,245	4,355,737	7,236,000	0	0	17,758,982
Sewer Treatment Fund	12,750,000	0	7,534,263	0	0	0	20,284,263
No Funding Source	0	0	0	6,041,000	11,308,000	3,381,000	20,730,000
TOTAL	**$70,452,245**	**$5,730,000**	**$11,890,000**	**$13,277,000**	**$11,308,000**	**$3,381,000**	**$116,038,245**

Finance Notes

Operating Impact Notes

There are no operating or maintenance expenses associated with this project.

PROJECT NO.
6119

Sanitary Sewer Condition Assessment Program

Category:	Sewer Improvement
City Council Priority:	Governance and Administration
Project Location:	Citywide
Managing Department:	Public Works
Contact Person:	Tony Ndah [2602]/ Glen Campi [2643]
Project Stage:	Planning
Estimated Schedule	
Design:	2021
Construction:	—
Recurring Project:	No

Description

This project provides for a condition assessment program of the City's sanitary sewer system.

Notes

CCTV system is used to view the integrity and flow conditions of underground pipes. Public Works purchased a panoramic camera in 2019 to conducted CCTV inspection of the City's trunk and force mains in conjunction with the Sewer Master Plan project (#6132). Inspections to be completed in FY2020/21.

Uncommitted Balance as of 5/31/2021	Council Approval
$3,805	7/1/2014

Sanitary Sewer Condition Assessment Program

Project No. 6119

Estimated Cost

Phase	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Administration	15,000	0	0	0	0	0	15,000
Inspection	30,000	0	0	0	0	0	30,000
Improvements	576,000	0	0	0	0	0	576,000
TOTAL	**$621,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$621,000**

Funding Source

	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Sewer Fund	621,000	0	0	0	0	0	621,000
TOTAL	**$621,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$621,000**

Finance Notes

City Council 6/4/2020 - prior years funding of $74k from Sewer Fund and $50k from Sewer Infrastructure Fund for a total of $124k were defunded for other projects in FY 2020-21.

Operating Impact Notes

There are no additional operating impacts anticipated from this project. Any additional maintenance costs that occur will be absorbed within the annual maintenance operating budget.

PROJECT NO.
6121

BART Project - Sewer Improvements

Category:	Sewer Improvement
City Council Priority:	Transportation and Transit
Project Location:	Milpitas BART
Managing Department:	Engineering
Contact Person:	Steve Erickson [3301]/ Steve Chan [3324]
Project Stage:	Post-Construction
Estimated Schedule	
Design:	Completed
Construction:	Completed
Recurring Project:	No

Description

The BART project will provide for the relocation of existing sewer pipelines and utilities along the BART corridor. The work to be completed by VTA's contractor. The City has identified additional sewer pipeline improvements based on the City's Sewer Master Plan to be completed as part of the BART utility relocation work. These additional improvements to be reimbursed by the City.

Notes

City Council initially accepted the improvements on December 3, 2019. City to reimburse VTA in 2021 after right-of-way acquisition is completed.

Uncommitted Balance as of 5/31/2021	Council Approval
$13,593	7/1/2011

BART Project - Sewer Improvements

Project No. 6121

Estimated Cost

Phase	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Improvements	243,323	0	0	0	0	0	243,323
TOTAL	**$243,323**	**$0**	**$0**	**$0**	**$0**	**$0**	**$243,323**

Funding Source

	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Sewer Fund	243,323	0	0	0	0	0	243,323
TOTAL	**$243,323**	**$0**	**$0**	**$0**	**$0**	**$0**	**$243,323**

Finance Notes

Operating Impact Notes

There are no additional operating impacts anticipated from this project. Any additional maintenance costs that occur will be absorbed within the annual maintenance operating budget.

PROJECT NO.

6124

Sewer Pump Station Rehab. Program

Category:	Sewer Improvement
City Council Priority:	Community Wellness and Open Space
Project Location:	Main and Venus Wastewater Lift Stations
Managing Department:	Public Works
Contact Person:	Tony Ndah [2602]/ Glen Campi [2643]
Project Stage:	Construction
Estimated Schedule	
Design:	Ongoing
Construction:	Ongoing
Recurring Project:	Yes

Description

This project provides for rehabilitation or replacement of wastewater pumps at Main and Venus Wastewater Lift Stations to safely discharge sewage. Work also includes rotational assessment of the City's six wastewater pumps and peripheral equipment replacement such as electrical control, flow equipment, and variable frequency drives and grinders.

Notes

Funding request in FY2021-22 is for Public Works to replace the grinders and Pump No. 3 at Main Lift Station.

Uncommitted Balance as of 5/31/2021	Council Approval
$95,202	7/1/2017

Sewer Pump Station Rehab. Program

Project No. 6124

Estimated Cost

Phase	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Administration	60,000	20,000	20,000	0	0	0	100,000
Improvements	92,000	80,000	80,000	0	0	0	252,000
Equipment	100,000	0	0	0	0	0	100,000
TOTAL	**$252,000**	**$100,000**	**$100,000**	**$0**	**$0**	**$0**	**$452,000**

Funding Source

	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Sewer Infrastructure Fund	252,000	100,000	100,000	0	0	0	452,000
TOTAL	**$252,000**	**$100,000**	**$100,000**	**$0**	**$0**	**$0**	**$452,000**

Finance Notes

City Council 6/4/2020 - $148K in prior years funding from Sewer Infrastructure Fund was defunded for other projects in FY 2020-21.

Operating Impact Notes

There are no additional operating impacts anticipated from this project. Any additional maintenance costs that occur will be absorbed within the annual maintenance operating budget.

Minor Sewer Projects

PROJECT NO.
6126

Category:	Sewer Improvement
City Council Priority:	Governance and Administration
Project Location:	Citywide
Managing Department:	Public Works
Contact Person:	Tony Ndah [2602]/ Glen Campi [2643]
Project Stage:	Construction
Estimated Schedule	
Design:	Ongoing
Construction:	Ongoing
Recurring Project:	Yes

Description

This project provides for ongoing analysis, engineering, and implementation of various minor modifications and improvements to existing sewer systems.

Notes

Public Works to replace transfer switch at Venus Lift Station in 2021. Funding request in FY2021-22 is for rehabilitation of the sump pump vaults at Main Lift Stations.

Uncommitted Balance as of 5/31/2021	Council Approval
$24,888	**7/1/2013**

Minor Sewer Projects

Project No. 6126

Estimated Cost

Phase	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Design	13,000	0	0	0	0	0	13,000
Improvements	100,000	50,000	50,000	50,000	50,000	50,000	350,000
TOTAL	**$113,000**	**$50,000**	**$50,000**	**$50,000**	**$50,000**	**$50,000**	**$363,000**

Funding Source

	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Sewer Fund	100,000	0	0	0	0	0	100,000
Sewer Infrastructure Fund	13,000	50,000	50,000	50,000	50,000	50,000	263,000
TOTAL	**$113,000**	**$50,000**	**$50,000**	**$50,000**	**$50,000**	**$50,000**	**$363,000**

Finance Notes

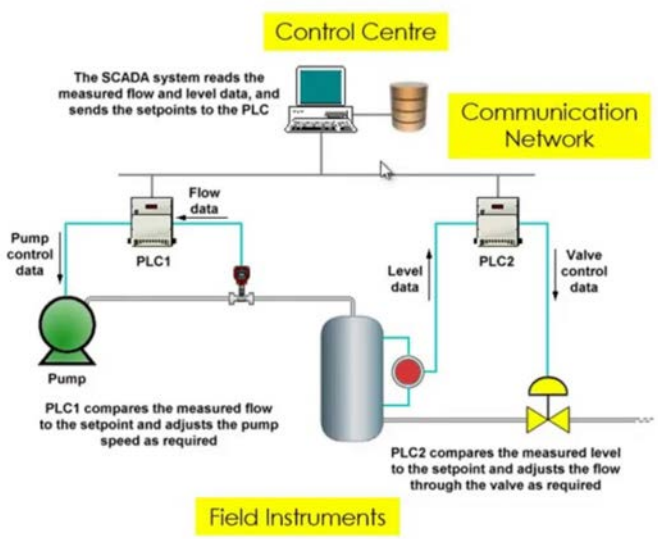
City Council 6/4/2020 - $37K in prior years funding from Sewer Infrastructure Fund was defunded for other projects in FY 2020-21.

Operating Impact Notes

There are no additional operating impacts anticipated from this project. Any additional maintenance costs that occur will be absorbed within the annual maintenance operating budget.

PROJECT NO.
6127

Sanitary Supervisory Control & Data Acquisition



Category:	Sewer Improvement
City Council Priority:	Governance and Administration
Project Location:	Citywide
Managing Department:	Public Works
Contact Person:	Tony Ndah [2602]/ Glen Campi [2643]
Project Stage:	Design
Estimated Schedule	
Design:	2021
Construction:	2022
Recurring Project:	No

Description

This project provides for the installation of Supervisory Control and Data Acquisition (SCADA) to the City's sanitary sewer infrastructure. Currently, Public Works relies on unsophisticated alarms at limited locations and customer complaints to become aware of sanitary sewer system issues. City staff then must investigate the issues at the location and implement corrective action which may prolong a system shutdown. SCADA allows operations to control, monitor, and maintain the sanitary sewer system more efficiency to help with making decisions and mitigate downtime. It provides for real-time data of wet well levels and pump operational status to be used to identify operational problems. It also allows for remote monitoring to interact with sensors, valves, pumps, and motors to implement corrective actions when there is a system problem.

Notes

City Council approved an agreement with Engie Service Inc. for the implementation of energy and water conservation measures. Engie to complete the project in 2022.

Uncommitted Balance as of 5/31/2021	Council Approval
$0	7/1/2013

Sanitary Supervisory Control & Data Acquisition

Project No. 6127

Estimated Cost

Phase	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Design	241,600	0	0	0	0	0	241,600
Administration	75,000	0	0	0	0	0	75,000
TOTAL	**$316,600**	**$0**	**$0**	**$0**	**$0**	**$0**	**$316,600**

Funding Source

Phase	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Sewer Fund	316,600	0	0	0	0	0	316,600
TOTAL	**$316,600**	**$0**	**$0**	**$0**	**$0**	**$0**	**$316,600**

Finance Notes

City Council 11/17/2020: Budget Appropriation of $133,400 in prior years funding from Sewer Fund was defunded.

Operating Impact Notes

This project is anticipated to impact operating expenses in future years. As the scope of this project is better defined through the design process, operating impacts will be reviewed and adjustments may be brought forward in future budgets.

PROJECT NO.

6130

Main Lift Station Odor Emissions Control

Category:	Sewer Improvement
City Council Priority:	Governance and Administration
Project Location:	Main Wastewater Lift Station
Managing Department:	Public Works
Contact Person:	Tony Ndah [2602]/ Elaine Marshall [2603]
Project Stage:	Design
Estimated Schedule	
Design:	2020
Construction:	2022
Recurring Project:	No

Description

This project provides for the installation of odor emission controls at the Main Lift Station to address concerns regarding elevated levels of hydrogen sulfide and other odorous compounds at the facility.

Notes

Construction started in June 2021.

Uncommitted Balance as of 5/31/2021	Council Approval
$2,064,401	**7/1/2018**

Main Lift Station Odor Emissions Control

Project No. 6130

Estimated Cost

Phase	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Design	225,000	0	0	0	0	0	225,000
Administration	75,000	0	0	0	0	0	75,000
Improvements	2,150,000	0	0	0	0	0	2,150,000
TOTAL	**$2,450,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,450,000**

Funding Source

	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Sewer Infrastructure Fund	1,050,000	0	0	0	0	0	1,050,000
Sewer Treatment Fund	1,400,000	0	0	0	0	0	1,400,000
TOTAL	**$2,450,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,450,000**

Finance Notes

Operating Impact Notes

This project is anticipated to impact operating expenses in future years. As the scope of this project is better defined through the design process, operating impacts will be reviewed and adjustments may be brought forward in future budgets.

PROJECT NO.

6131

Sanitary Sewer Cathodic Protection Imprv.

Category:	Sewer Improvement
City Council Priority:	Governance and Administration
Project Location:	Main Wastewater Lift Station
Managing Department:	Engineering
Contact Person:	Steve Erickson [3301]/ Michael Silviera [3303]
Project Stage:	Design
Estimated Schedule	
Design:	2021
Construction:	2022
Recurring Project:	No

Description

This project provides for the assessment, design, and installation of a cathodic protection system along the City's steel sewer force main from the City's Pump Station to SJ Regional Wastewater Treatment Plant. Soils within the City have been found to be highly corrosive and are detrimental to steel pipelines. Cathodic protection systems use sacrificial anodes and other means to protect the metal pipeline. Work also includes abandonment of the existing corrode diverter valve and its vault located within the Coyote Creek floodplain, CCTV inspection, replacement of two existing magnetic flow meters at the main pump station with proper isolation to prevent reading interference, the evaluation of existing pinch valve vaults near Zanker Road, and the evaluation of the soils around the existing force main pipeline.

Notes

Assessment and design started in FY2019-20 and is to be completed in 2021. During the CCTV inspection of Force Main, staff discovered various unforeseen conditions preventing the inspection to proceed. Additional funding request in FY2021-22 is for the increase cost to perform the CCTV inspection.

Uncommitted Balance as of 5/31/2021	Council Approval
$1,186,511	**7/1/2017**

Sanitary Sewer Cathodic Protection Imprv.

Project No. 6131

Estimated Cost

Phase	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Design	500,000	0	0	0	0	0	500,000
Administration	125,000	0	0	0	0	0	125,000
Inspection	100,000	0	0	0	0	0	100,000
Improvements	1,300,000	600,000	0	0	0	0	1,900,000
TOTAL	**$2,025,000**	**$600,000**	**$0**	**$0**	**$0**	**$0**	**$2,625,000**

Funding Source

	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Sewer Fund	625,000	0	0	0	0	0	625,000
Sewer Infrastructure Fund	1,400,000	600,000	0	0	0	0	2,000,000
TOTAL	**$2,025,000**	**$600,000**	**$0**	**$0**	**$0**	**$0**	**$2,625,000**

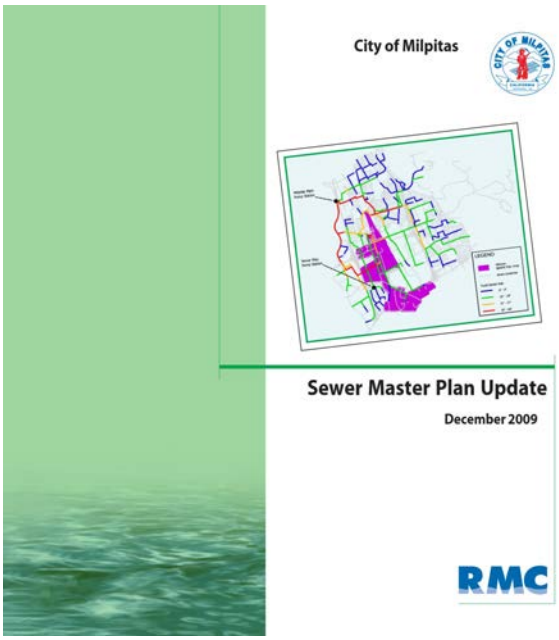
Finance Notes

Operating Impact Notes

This project may impact operating expenses in future years. As the scope of this project is better defined through the design process, operating impacts will be reviewed and adjustments may be brought forward in future budgets.

Sewer Master Plan 2019

PROJECT NO.
6132



Category:	Sewer Improvement
City Council Priority:	Governance and Administration
Project Location:	Public Works Department
Managing Department:	Public Works
Contact Person:	Tony Ndah [2602]/ Harris Siddiqui [3358]
Project Stage:	Design
Estimated Schedule	
Design:	2021
Construction:	—
Recurring Project:	No

Description

This project provides for the update of the City's 2009 Sewer Master Plan to incorporate miscellaneous general plan amendments, Midtown Specific Plan and Milpitas Metro Specific Plan needs, and provide CEQA environmental clearance. It also identifies deficiencies in the sewer system, recommends corrective actions, prioritizes improvements, and provides budgetary cost estimates.

Notes

Sewer Master Plan Update started in October 2019 and is to be completed by fall 2021.

Uncommitted Balance as of 5/31/2021	Council Approval
$13,009	7/1/2016

Sewer Master Plan 2019

Project No. 6132

Estimated Cost

Phase	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Design	640,000	0	0	0	0	0	640,000
Administration	110,000	0	0	0	0	0	110,000
TOTAL	**$750,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$750,000**

Funding Source

	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Sewer Fund	450,000	0	0	0	0	0	450,000
Sewer Infrastructure Fund	300,000	0	0	0	0	0	300,000
TOTAL	**$750,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$750,000**

Finance Notes

Operating Impact Notes

This project may impact operating expenses in future years. As the scope of this project is better defined through the design process, operating impacts will be reviewed and adjustments may be brought forward in future budgets.

PROJECT NO.

6134

On-Call Sewer Maintenance & Repair Services

Category:	Sewer Improvement
City Council Priority:	Public Safety
Project Location:	Citywide
Managing Department:	Public Works
Contact Person:	Tony Ndah [2602]/ Glen Campi [2643]
Project Stage:	Construction
Estimated Schedule	
Design:	Ongoing
Construction:	Ongoing
Recurring Project:	Yes

Description

This project provides for on-call maintenance and repair services of all City sewer infrastructure, assets, and appurtenances. Work may include, but is not limited to, repair and replacement of electrical and mechanical systems (VFD & generators), motors and pumps, pipelines, aboveground/underground storage tanks, and other related improvements. All work will be performed on a priority and funding availability basis.

Notes

Uncommitted Balance as of 5/31/2021	Council Approval
$31,710	**7/1/2020**

On-Call Sewer Maintenance & Repair Services

Project No. 6134

Estimated Cost

Phase	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Improvements	98,000	0	0	0	0	0	98,000
TOTAL	**$98,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$98,000**

Funding Source

	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Sewer Fund	74,000	0	0	0	0	0	74,000
Sewer Infrastructure Fund	24,000	0	0	0	0	0	24,000
TOTAL	**$98,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$98,000**

Finance Notes

Operating Impact Notes

There are no additional operating impacts anticipated from this project. Any additional maintenance costs that occur will be absorbed within the annual maintenance operating budget.

PROJECT NO.

Plan

Sewer Line Replacement at E. Curtis

Category:	Sewer Improvement
City Council Priority:	Community Wellness and Open Space
Project Location:	East Curtis Avenue
Managing Department:	Engineering
Contact Person:	Steve Erickson [3301]/ Michael Silviera [3303]
Project Stage:	Planning
Estimated Schedule	
Design:	2023
Construction:	2024
Recurring Project:	No

Description

This project provides for the design and construction of the sanitary sewer main replacement/upgrade on E. Curtis Avenue from S. Main Street to the E. Curtis Ave. cul-de-sac as recommended in the 2009 Sewer Master Plan.

Notes

The City's sewer collection system is at full capacity within the Metro Specific Plan area. The project will increase the size and capacity of the sanitary sewer main along E. Curtis Avenue. (Not in 2014 TADIF)

Uncommitted Balance as of 5/31/2021	Council Approval
$0	7/1/2019

Sewer Line Replacement at E. Curtis

Project No. Plan

Estimated Cost

Phase	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Design	0	0	0	200,000	0	0	200,000
Administration	0	0	0	100,000	0	0	100,000
Inspection	0	0	0	0	50,000	0	50,000
Improvements	0	0	0	0	1,200,000	0	1,200,000
TOTAL	**$0**	**$0**	**$0**	**$300,000**	**$1,250,000**	**$0**	**$1,550,000**

Funding Source

	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
TASP Impact Fees	0	0	0	300,000	1,250,000	0	1,550,000
TOTAL	**$0**	**$0**	**$0**	**$300,000**	**$1,250,000**	**$0**	**$1,550,000**

Finance Notes

Operating Impact Notes

There are no additional operating impacts anticipated from this project. Any maintenance costs that arise will be absorbed within the available maintenance schedule and annual operating budget.

Appendix J

Excerpt from City of Milpitas

Engineering Plans and Map Procedures and Guidelines

Engineering Plans, Map Procedures and Guidelines

Link: https://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/

Appendix K

Excerpt from City Of Milpitas

Standard Specifications for Sanitary Sewers

Appendix K

Standard Specifications

XXII. CITY OF MILPITAS STANDARD SPECIFICATIONS

A. STANDARD SPECIFICATIONS FOR SANITARY SEWERS

SECTION S

S1 GENERAL

S1.01 SCOPE OF WORK: The work shall include the furnishing of all materials, labor, tools, implements, and equipment necessary to construct and test the sewers with all appurtenances, complete and ready to operate, including final cleanup job of site; all construction to be in accordance with the details show in the plans, the standard drawings of the City of Milpitas, and with the provisions of these specifications.

S1.02 Definitions:

S1.02.01 "State Specifications" refers to the Standard Specifications of the State of California, Department of Transportation, latest edition.

S1.02.02 "ASTM" refers to ASTM International, the successor organization of the American Society for Testing and Materials.

S1.02.03 "City Engineer" shall mean the Engineer of the City of Milpitas, acting personally or through his or her designated representatives acting within the scope of the particular duties entrusted to them.

S1.02.04 "Owner" shall mean the party entering into the contract for whom the performance of the work covered by this contract is being done when the City is not a contracting agency.

S1.02.05 "Owner's Engineer" shall mean the Engineer engaged by the Owner, acting within the scope of the particular duties assigned by the Owner.

S1.02.06 "Inspector" shall mean the Engineering or technical inspector or inspectors duly authorized and appointed by the City Engineer, limited to the particular duties entrusted to them.

S1.02.07 "Contractor" shall mean the party entering into contract for the performance of the work covered by this contract and his authorized agents or legal representatives.

S1.02.08 Phrase "or approved equal" shall mean only that which has been approved as equal in writing by the City Engineer in response to a written request to consider an alternate as being equal. Such a request shall be made by the Contractor when the City is the contracting agency, or by the Owner when the City is not the contracting agency.

S1.02.09 "A.B.S. Pipe" shall mean acrylonitrile-butadiene-styrene sewer pipe.

S1.02.09 "PVC Pipe" shall mean polyvinyl chloride sewer pipe.

S1.03 Safety Provisions: The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

S1.04 Special Conditions: Special Engineering consideration shall be given to a special specification written for any pipe construction with a ditch depth of less than 5 feet or greater than 15 feet. Where sewers cross or approach any other underground utility or structure within one foot, special encasement of the sewer line is required, and details of such crossing or approach must be approved by the City Engineer.

S1.05 Inspection: As the work progresses, each phase of the work must be inspected and approved before the next phase of construction is started. This condition is not meant to restrict the Contractor from carrying on simultaneous operations of several phases of construction in different areas of location within the project. The Contractor will notify the City Engineer at least 24 hours in advance when inspection will be needed, and shall keep the City Engineer informed of the schedule of work.

S1.06 Construction Staking: The Contractor will notify the City Engineer (or the Owner's Engineer, when the City is not the contracting agency) at least 48 hours in advance of needing construction stakes.

S1.07 Material Guaranty: Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the project, subject to the tests provided for in these specifications to determine their quality and fitness of the work.

S1.08 Interpretation: The general plans, standard drawings, details and specifications are intended to depict, without requiring interpretation, the work and working conditions of the contract. Should interpretation be required, such interpretation shall be made by the City Engineer as provided for in the General Conditions.

S1.09 Authority of City Engineer: The City Engineer shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of work; all questions which may arise as to interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and, when the City is the contracting agency, all questions as to the compensation. His decision shall be final and he shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

S1.10 Superintendence: The Contractor shall keep on this work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the City Engineer. The Superintendent shall not be changed except with the City Engineer's consent, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor. The Contractor shall furnish the City Engineer the names and phone numbers of two

responsible men, one of whom may be reached at all times that the work is not in progress, to be called in case of any emergency on the work.

S1.11 Connection System: Only service connections conforming to established standards of the City may be connected to sewers.

S1.12 Changes in Work: If, in the opinion of the City engineer, the strict application of these specifications is impractical and will not provide the results desired, then the City Engineer may prescribe such alternate methods deemed necessary.

S1.13 Abandoned Pipes, Wells, Etc.: When, in the course of the work, a Contractor encounters or discovers in the work area any abandoned pipes, conduits, sumps, septic tanks, wells, or any condition that could cause failure to any part of the work, or constitute a threat to the public health or safety, that condition shall be rendered harmless by the Contractor to the satisfaction of the City Engineer.

S1.14 A.B.S. Pipe Allowed: A.B.S. Composite Sewer Pipe shall only be allowed for residential sewage flows. All pipes transporting commercial sewage, full strength industrial sewage or commercial/industrial sewage from other connected sewer lines shall not be A.B.S. Composite Sewer Pipe.

S2 MATERIALS

The Contractor shall furnish all materials required to complete the work. The materials furnished and used shall be new except as may be specifically provided elsewhere in these specifications, on the plans or in the special provisions. The materials shall be manufactured, handled, and used in a workmanlike manner to ensure complete work in accordance with the plans and specifications. Damaged or defective material shall be removed from the work or job site whenever discovered.

S2.01 Portland Cement Concrete: Portland Cement Concrete shall conform to all applicable provisions of State Specifications, Section 90.

S2.01.01 Class A Concrete (6-sack) shall be used for all construction except pipe encasement.

S2.01.02 Class B Concrete (5-sack) shall be used for pipe encasement or for protective cover slab over encasement as required by Standard Drawing 220.

S2.01.03 Class C Concrete (4-sack) shall be used for protective cover slab over encasement as required by Standard Drawing 222, where pipe trench does not involve street breakout.

S2.02 Polyvinyl Chloride (PVC) Pipe and ABS Composite and ABS Solid Wall Pipe.

S2.02.01 Extent: The specifications shall govern the furnishing of all PVC pipe, ABS composite pipe, and ABS solid wall pipe to be installed by the Contractor in the locations shown on the plans and in the manner hereinafter stipulated.

S2.02.02 Pipe Quality and Manufacture: PVC sewer pipe and fittings shall be manufactured in accordance with one of the following Standard Specifications:

a. ASTM D3034, "Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings"

b. ASTM F679, "Standard Specification for Poly (Vinyl Chloride) (PVC) Large- Diameter Plastic Gravity Sewer Pipe and Fittings"

c. ASTM F794, "Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter"

d. ASTM F949, "Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe With a Smooth Interior and Fittings"

e. ASTM F1336, "Standard Specification for Poly(Vinyl Chloride) (PVC) Gasketed Sewer Fittings"

f. ASTM F1760, "Standard Specification for Coextruded Poly(Vinyl Chloride) (PVC) Non-Pressure Plastic Pipe Having Reprocessed-Recycled Content"

g. ASTM F1803, "Standard Specification for Poly (Vinyl Chloride) (PVC) Closed Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter"

ABS composite sewer pipe and fittings shall conform to ASTM D2680. ABS solid wall pipe shall conform to ASTM D2751. Standard Diameter Ratio (SDR) of any ABS solid wall pipe shall not exceed 23.5.

PVC pipe and fittings, ABS composite pipe and fittings, and ABS solid wall pipe and fitting shall be of the bell and spigot type. The ends of the pipe shall be formed so that when the pipes are laid together and joined, the pipe will form a continuous line with a smooth interior surface. All fittings shall be compatible with the pipe to which they are attached.

Caps shall be furnished with branch pipes that are to be left unconnected. Caps shall consist of the same materials as the pipe. Caps of the type recommended by the pipe's manufacturer shall be used.

All pipe furnished under these specifications shall be first quality. Each length of pipe shall be sound and durable, free from objectionable defects. All pipe shall be free from cracks, warps, and blisters. The pipe shall be smooth and the ends of each length shall be square with longitudinal axis. The City Engineer reserves the right to test sections of pipe at the site of manufacture and the supplier will furnish all materials and equipment, necessary to conduct such tests.

S2.03 Joints: All PVC pipe joints shall be gasketed, bell-and-spigot, push-on type conforming to ASTM D3212, "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals." Since each pipe manufacturer has a different design for push-on joints, gaskets shall be part of a complete pipe section and purchased as

such. Gaskets may be factory installed or field installed as recommended by the pipe manufacturer. Lubricant shall be as recommended by the pipe manufacturer.

S2.04 Castings: All castings for manhole rings, covers and other purposed castings shall conform accurately to the form and dimensions shown on the detailed drawings. They must be of workmanlike finish, free from blow and sand holes or defects of any kind, and shall possess a tensile strength of not less than sixteen thousand (16,000) pounds per square inch.

Before leaving the foundry, they shall be thoroughly cleaned and coated with asphalt applied in such a manner as to provide a firm, durable and tenacious coating.

The bottom rim of the cover and the seat of the frame shall be so matched that the cover shall set evenly and firmly in the frame, without movement or noise when driven over with a rubber-tired vehicle.

S2.05 Precast Manholes: Manhole sections, tapered sections and adjustment rings shall conform to the applicable requirements of State Specifications, Section 70, and Standard Drawing 230, 1 of 4.

S2.06 ABS Composite and Solid Wall Pipe Joints: Except where otherwise specified or directed, the Contractor shall provide solvent welded joints on all ABS sewer lines under this contract. Solvent cement compound must conform to ASTM D2680.

S3 CONSTRUCTION PROCEDURE

S3.01 Excavation: Trenches shall be excavated, either by hand or by machine, beginning at the outlet and proceeding upgrade. All trenches shall be excavated vertically and shall be of open construction. Tunneling will not be permitted except where permission is given by the City engineer and the dimensions and method of construction and backfilling have been definitely approved by him.

All trenches shall be of sufficient width to provide free working space on each side of the pipe, but in no case shall it be wider than 3/2 diameter + 12" except that 4 or 6-inch pipe may be laid in a 2-foot trench. Where bracing or shoring is necessary, an additional width as directed by the City engineer will be allowed. In all cases, there shall be sufficient space between the pipe and the sides of the trench to thoroughly backfill and compact around the pipe.

The Contractor shall undercut the trench to a depth of at least 2" below the final position of the bell of the pipe. The trench shall then be thoroughly cleaned of all loose material, after which the trench shall be backfilled to a depth of 2" above the invert of the pipe. Backfill material shall be sand or granular material of the quality specified as suitable for encasement material for water mains and sewers in City of Milpitas Standard Drawing No. 222. The pipe bed shall then be formed by hand to final grade and the bell holes excavated. In excavating bell holes, care shall be taken not to mix earth with casement material.

No pipe shall be laid until the City Engineer or his Inspector inspects and approves the condition of the bottom of the trench.

S3.02 Bracing and Shoring: The Contractor shall at all times furnish, install and maintain sufficient bracing and shoring in trenches in conformity with requirements of the California Division of Industrial Safety to ensure the safety of workmen and to protect and facilitate the work. Where practical, all such bracing and shoring shall be removed from the trench as the backfilling proceeds.

S33.03 Removal of Water and/or Unstable Material from Trenches: The Contractor shall furnish and install all sheet piling required and shall furnish, install and operate such pumps or other device as may be necessary for removing water from trenches during construction of the sewer lines. Ground water shall be removed by laying drain rock or gravel on the bottom of the trench or by other means which will prevent ground water from softening the bottom of the trench. If unstable material is encountered at excavation grade, such unstable material shall be removed to the depth directed by the City Engineer. The cost of dewatering and/or stabilizing the trench bottom shall be considered to be included in the bid price for the work, unless specifically provided for otherwise.

S3.04 Laying of Sewer Pipe: Pipe and fittings should be installed in accordance with ASTM D2321, "Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications."

In view of the fact that in the operation of the City's system of sewers and appurtenances, it will be necessary to treat the sewage, it is particularly important that sewer lines constructed under this contract be substantially watertight.

The Contractor shall take note of this fact and shall exercise every precaution to secure watertightness throughout the component parts of the system, particularly as regarding the joining of all pipe lengths, the use of sound pipe only, the capping of all unconnecting ends, and the sealing of all pipes to structure joints. The Contractor shall follow the detailed specifications and shall conform with the intent, thereof, to secure the highest quality of workmanship in the laying of all sewer lines under the contract. All jointing of pipe shall be subject to rigorous inspection by the City Engineer or his Inspector.

S3.04.01 Bedding the Pipe: The concave bed shall be cut in the granular material by hand in a careful manner. The line and grade shall be strictly adhered to, without wedging or blocking. Should the Contractor, through his negligence or other fault, excavate below or beyond the designated lines or grades, he shall replace such excavation with approved bedding materials at his own expense.

S3.04.02 Bell Holes: As laying of pipe with bell and gasket joints proceeds, bell holes shall be excavated at each joint to facilitate the jointing operations and shall be only of sufficient size for that purpose. In order that the bell holes may be properly located, not more than six (6) bell holes shall be excavated ahead of actual pipe laying on account of the variations in joint construction operations.

S3.04.03 Solvent Cemented Joint Installation: Prior to application of solvent cement, the pipe ends must be free of dirt or other foreign matter. Solvent cement shall be applied to the inside of the socket and to the outside of the spigot end. Enough solvent cement shall be applied that when the spigot is fully inserted into the socket, a bead of excess cement will form around the entire circumference of the outside juncture of said spigot and socket. The Contractor shall apply a coating of cement to all pipe ends of ABS composite pipe whether within a coupling or not. The spigot shall then be inserted into the socket.

S3.04.04 Laterals: The term "Lateral" as used in these specifications, on the Plans, or other drawings, is used to designate the branch sewers laid from the main sewer to points on the property lines from which sewer services can be obtained by proper extensions.

All provisions for sanitary sewers of these specifications are applicable to this item and shall be adhered to as if specifically enumerated herein.

Laterals shall be laid either from the upper end of a wye branch or "T" saddle connected to the main sewer to the property, and shall have a minimum slope of 1/4" per foot. Wye branch connections must be used on main sewers 12" in size or less. "T" saddles may be used to connect laterals to trunk sewers larger than 12" in size. Where "T" saddle fittings are used, the hole in the trunk sewer shall be made of the proper size to receive the saddle. Where laterals are tapped onto existing VCP mains, machine taps shall be made.

ABS saddles shall be installed as recommended by the manufacturer. No concrete support shall be used for ABS saddles.

The lateral pipe shall be laid to a grade of on-fourth inch (1/4") vertical rise to one foot (1') run of pipe, but this grade may be increased in order that the depth at the property line shall be approximately five feet (5'), unless otherwise directed by the City Engineer. Laterals shall be installed in compliance with Standard Drawing No. 620. ABS pipe of same dimensions may be used instead of the vitrified clay pipe called out in these drawings in residential sewer lines only.

The letter "S" shall be stamped or chiseled on the face of the curb opposite the end of the lateral at the property line. If no sidewalk or curb exists, a 2" x 3" by 3" redwood marker, with a stamped "S" on the side of the stake, shall be placed at the end of the lateral. Where only the wye is placed, as in an easement, it will be marked the same as a lateral.

S3.04.05 Wyes: Each wye branch shall be of the same material as that of the main sewer in which it is placed. Exact location of all wye branches shall be determined in the field by the property owner or his representative with the cooperation of the Contractor. Particular car shall be used in placing encasement around wyes to assure that the wye is fully supported.

S3.04.06 Caps or Stoppers: Stoppers, referred to in these plans and specifications as "stoppers" or "caps" shall be placed and secured in all openings into the upstream end of sewers including wyes and laterals. Temporary "stoppers" shall be used at the end of each day's work or whenever the work has been interrupted. When mechanical compression joints are used, stoppers of the same joint material may be used. "Stoppers" shall be of material similar to the pipe itself. They shall be of a type supplied or recommended by the pipe manufacturer.

S3.05 Manholes: Pre-case concrete manholes shall be built at the places shown upon the plans and shall be of form and dimensions shown upon the detailed drawings. The base or foundation shall consist of concrete. Material for the concrete shall conform to the specifications herein before given. Pipe to manhole joints and manholes shall be sealed as needed to meet leakage tests. . Joints on pre-cast manholes shall be bituminous type such as "Ram Neck" or approved equal. PVC or ABS pipe entering or leaving a manhole shall have a rubber "O" ring water stop. These water stops shall be of the type recommended by the pipe manufacturer.

The bases shall be carefully formed so as to make invert channels for the sewers. The depth and the top width of the invert channel shall be equal to, and not greater than, the internal diameter of the pipe.

Bases for pre-cast manholes shall be formed, using circular metal form to provide a key or socket of proper cross section, into which the pre-cast manhole section can be placed.

All mortar used in construction of manholes shall consist of one (1) PART Portland Cement and two (2) parts sand. Hydropel or equal shall be used as an admixture in the amount of one and one-half (1-1/2) gallons per sack of cement. Pipe to manhole joints and manholes shall be sealed as needed to meet leakage test.

S3.06 Backfilling: After the pipe is satisfactorily laid in place, the pipe encasement shall be placed and compacted by hand. Pipe shall be covered to a height of 6" above the top of the pipe by encasement material. Encasement material shall be of the quality specified as encasement material for sewer and water mains in Standard Drawing No. 222.

Above the encasement, backfill shall conform the provisions of standard Drawing Nos. 220 and 222. Material placed within one foot of subgrade shall be compacted to 90% relative density by rolling or other "dry" methods. Above subgrade the standard roadway construction method shall govern.

S3.07 Removal and Replacing Culverts, Poles, Etc.: Wherever existing culverts, power, telephone or guy poles or other such existing facilities interfere with the construction of the sewer lines or appurtenances, the Contractor shall be responsible for their removal and also for their relocation. The cost of removing and relocating all such existing facilities shall be included in the bid price for sewer and no additional allowance shall be made therefore.

S3.08 Restoring Pavements, Curbs, Gutters, Sidewalks, Etc.: Whenever such existing improvements as pavements, curbs, gutters, sidewalks, driveways, utilities, etc., have

been cut or damaged in order to construct sewer lines, the backfill shall be thoroughly compacted and all improvements restored to the condition in which they were before the excavation was made. The cost of restoring all original improvements shall be included in the unit bid price for sewer and no additional allowance shall be made therefore. All street breakout shall be in accordance with Standard Drawing No. 220.

S3.09 Disposal of Excess Material: Excess materials which have been excavated from trenches, and which cannot be utilized for backfill shall be removed by the Contractor and shall be deposited as directed by the City engineer where work is in public land, or by Owner's Engineer where work is newly developed land where the City is not the contracting agent.

S3.10 Flushing of sanitary sewer Lines: The sanitary sewer line will be flushed with water to the satisfaction of the City engineer or his representatives. The Contractor will provide rubber plugs for the main line to be used to build a hydraulic pressure prior to flushing. During the flushing, a rubber sphere with a diameter equal to the pipe diameter will be passed through the main. Failure to pass will necessitate removal of the cause of the stoppage. The Contractor will provide the necessary rubber spheres. Flushing of sewers is to be done after manholes are raised.

S3.11 Testing of Sanitary Sewer Lines: All newly constructed sewer mains and laterals adjacent thereto shall be tested for leakage as described in the Engineering Guidelines for sewers.. The Contractor shall furnish all materials, equipment, tools and labor necessary to make leakage tests and to perform any work incidental thereto.

Leakage test shall be performed on the entire sanitary sewer installed, with the length of each test section limited to the pipe segment between adjacent manholes.

The Contractor shall follow the detailed specifications and shall conform with the intent thereof to secure the highest quality of workmanship in the laying of all sewer lines under the contract. All jointing of pipe shall be subject to rigorous inspection by the City Engineer or his representative.

When a sewer is constructed as part of the improvements of a street or road testing of the lines shall be done at such time that the subbase has been compacted and accepted by the City Engineer.

The Low Pressure Air Test shall be the accepted method used to determine watertight integrity of all sanitary sewers. The Hydrostatic Leakage Test method will only be used when specifically authorized by the City Engineer.

In addition to the Low Pressure Air Test, ABS sewer lines shall also be tested for deflection by passing a rigid mandrel through them.

The Low Pressure Air Test shall be done in the presence of the City's Inspector and in accordance with the following procedure:

(1) Plug and securely brace the ends of each reach of pipeline to be tested.

(2) Pressurize scaled line until internal air pressure reaches 4.0 pounds per square inch gauge. When prevailing water is above the sewer line being tested, increase all pressures used in this test by 0.43 psi for each foot the water is above the flow line of the pipe.

(3) Allow at least two minutes for the air pressure to stabilize, adding additional air as required to maintain 4.0 psig.

(4) The Inspector shall observe the pressure gauge attached to the pipeline and when the pressure decreases to 3.5 psig, a timing period shall be started. The timing period shall be stopped when the pressure has decreased to 2.5 psig or until the portion of line being tested is found to be "Acceptable."

(5) The portion of line being tested shall be termed "Acceptable" if the time required in minutes for the pressure to decrease from 3.5 psig to 2.5 psig is not less than the time shown for the given pipe diameters in the following table:

Pipe Diam. In Inches	Minutes
4	2.0
6	3.0
8	4.0
10	5.0
12	6.0
15	7.5
18	8.5
21	10.0
24	11.5
27	13.0
30	14.5
33	16.0
36	17.5
39	19.0
42	21.5

(6) If adjoining laterals are tested concurrently with the sanitary sewer main, one-half of the above listed respective time for the largest lateral tested shall be added to the respective required time listed for the sanitary sewer main.

(7) If the line fails to meet the above requirements, the source of the leak shall be located and corrected to the satisfaction of the Inspector. After the leak or leaks are corrected and the trench is rebackfilled and compacted, the section of the line shall then be retested to compliance.

Because of the inherent danger involved in air testing, extreme care shall be exercised in placing and bracing the pipe plugs, and no one shall be allowed in the manhole during testing. Caution shall also be taken to avoid over-pressurizing and damaging an otherwise acceptable line.

When Hydrostatic Leakage Test, in lieu of the air test, is authorized by the City Engineer, it shall be done in the presence of the City's Inspector and in accordance with the following procedure:

Each section of the sewer main to be tested shall be sealed by inserting stoppers in the lower end of the sewer segment, the inlet pipe of the upper manhole and any side sewers. The pipe and upstream manhole shall be filled with water to a point not less that four (4) feet above the invert of the pipe or prevailing ground water elevation, whichever is higher. The line shall e tested for at least two (2) hours, maintaining the head specified above by measured additions of water. The sum of the additions of water added shall be the amount of leakage for the test period.

When the amount of leakage, in a section, exceeds the allowable, the Contractor shall locate the source of the leak or leaks and correct such leaks to the satisfaction of the inspector. After the leak or leaks are corrected and the trench backfilled and compacted, the section of the line shall ten be retested to compliance.

The maximum leakage allowed shall be 200 gallons per inch of pipe diameter per mile per 24 hours (0.0263 gallons per minute per inch of pipe diameter per 1000 feet of pipe).

PVC and ABS pipe shall be tested for deflection in the presence of the City's Inspector and in accordance with the following:

1) Immediately after flushing, a solid mandrel undersized 5% shall be pulled through all lines, excluding laterals.

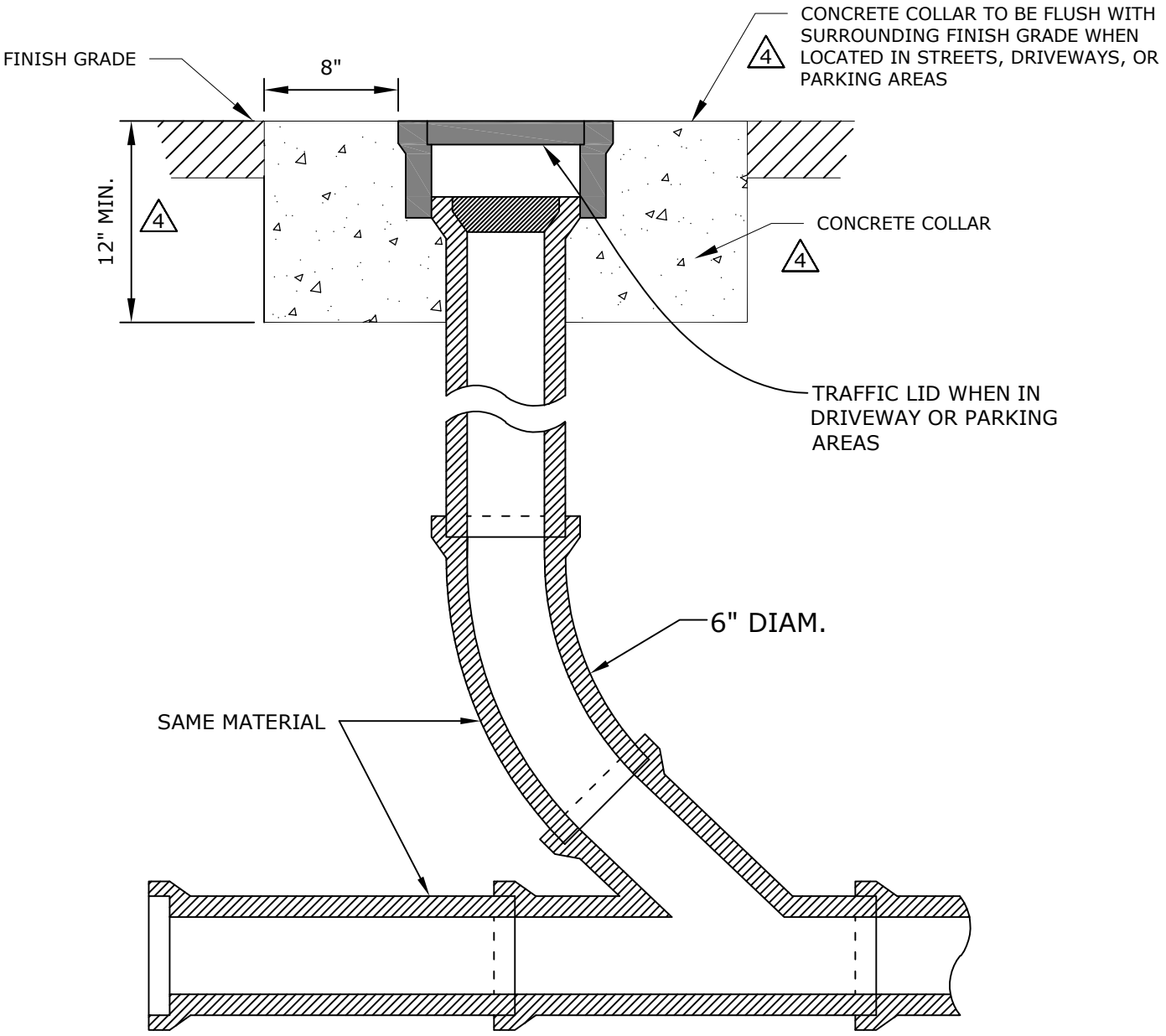
2) Any section of pipe through which the mandrel cannot be pulled will be considered defective and shall be placed by the Contractor at his expense. The replaced section of line shall be rebackfilled and compacted, this work meeting City specifications. The section shall then be retested to compliance.

S3.12 Maintenance Bond: The Contractor shall maintain the complete installation for a period of one year after acceptance of the installation by the City and shall furnish bond to guarantee such maintenance. Any discrepancies or failures in the work that appear during this period shall be remedied before the bond is released.

Appendix L

Excerpt from City of Milpitas

Standard Drawings



NOTES:

1. All castings to be asphalt coated by hot dip method.
2. Clean out shall be raised to finish surface.
3. Cleanout box and lid shall be Christy G5 BOX and G5C lid and G5GR Grade Ring or approved equal with C.O." or "S" marking.
4. For pipe material see City's Standard Specifications and approved plans.
5. (4) P.C.C. shall be Class "A", with minimum compressive strength of 3,000 psi at 28 days.

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION

REVISION	DATE
1	1991
2	2001
3	2010
4	2021

STANDARD FLUSHING INLET

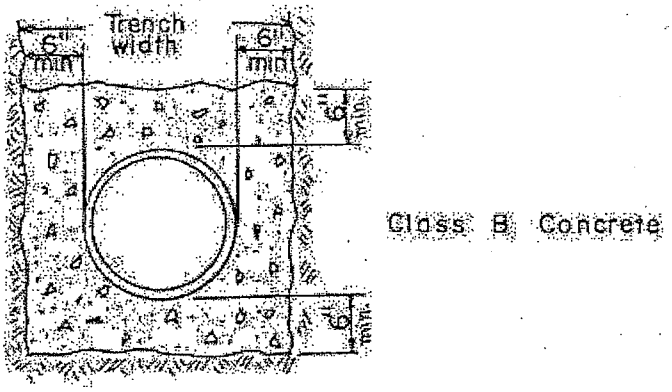
APPROVED BY: Steven Erickson June 10, 2021 (4)

ENGINEERING DIRECTOR / CITY ENGINEER RCE No. C57242

STANDARD DRAWING NO. 602

DATE Rev. 5/12/21

SHEET 1 OF



REV	DATE	APPROVED	DESIGN
			DRAWN
			CHECKED
			APPROVED BY
			CITY ENGINEER
			DATE 10/19/9[illegible]

CITY OF MILPITAS

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
STANDARD DRAWING

CONCRETE JACKET

NO. 606

ADOPTED
S-MINUTES
DATE 8-14-58
SHEET 1 OF 1

AIR TEST FORMULA

The contractor shall plug all lateral sewers. The sewer main ends shall be plugged and braced where needed, and if buildings have been connected, cleanouts shall be plugged also.

The Contractor will supply the necessary metering equipment and hoses for the test and a blower or compressor with adequate capacity to perform the test.

The line shall be supplied with air until 4 p.s.i.g. has been reached, at which time the flow to the pipe shall be shut off. The Inspector will then accurately determine the time of loss of 1 p.s.i. pressure in the range from 3.5 p.s.i.g. to 2.5 p.s.i.g.

The minimum time allowable for loss of 1 p.s.i. shall be computed by use of the following table or formula.

(Diameter of pipe in inches)^2 x 0.0109 = seconds per lin.ft. of pipe equals time required to lose one pound air pressure (from 3.5 pounds to 2.5 pounds) at a loss rate of 3 c.f.m.

EXAMPLE: 400 lin.ft. 8" V.C.P., 8 x 8 x .0109 x 400 = 279
+ 400 lin.ft. 4" V.C.P., 4 x 4 x .0109 x 400 = 70

349 sec. = 5 min. 49 sec.

If the time loss is less than 5 min. 49 sec., there are one or more leaks that exceed 3 cu.ft. per min.

For computation, the following table will apply:

Size of pipe	Seconds per lin.ft. of pipe
4"	.17
6"	.39
8"	.70
10"	1.09
12"	1.57
15"	2.45
18"	3.53
21"	4.81
24"	6.28
27"	7.95
30"	9.82
33"	11.88
36"	14.14

Any pipe test section losing a pound of air in less than this time will leak more than 3 c.f.m. and shall be rejected.

COMPARISON

The amount of water that will infiltrate at six foot head through this opening will vary from 10 to 60 gallons per hour, depending on the size and shape of hole or holes.

REV	DATE	APPROVED	DESIGN
			DRAWN
			CHECKED
			APPROVED BY
			CITY ENGINEER
			DATE 10/3/61

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
STANDARD DRAWING

AIR TEST FOR SEWER MAINS

NO. 610

ADOPTED
S# 59
DATE 2/9/61
SHEET 1 OF 2

DIRECTIONS

Use straight edge
Scales 1 & 4 give T values on scale 5
Scales 1 & 2 give T values on scale 3

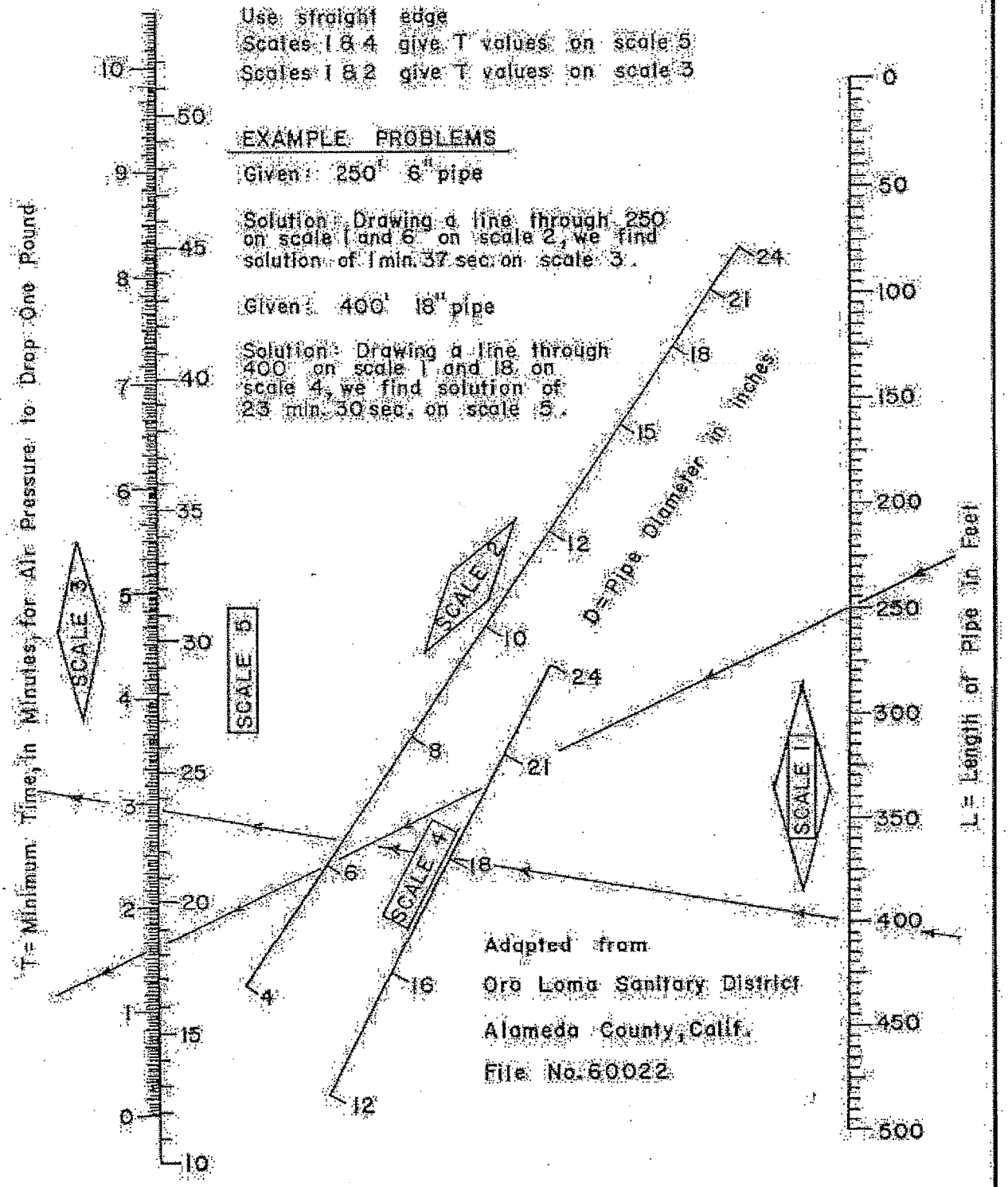
EXAMPLE PROBLEMS

Given: 250' 6" pipe

Solution: Drawing a line through 250 on scale 1 and 6" on scale 2, we find solution of 1 min. 37 sec. on scale 3.

Given: 400' 18" pipe

Solution: Drawing a line through 400 on scale 1 and 18 on scale 4, we find solution of 23 min. 30 sec. on scale 5.



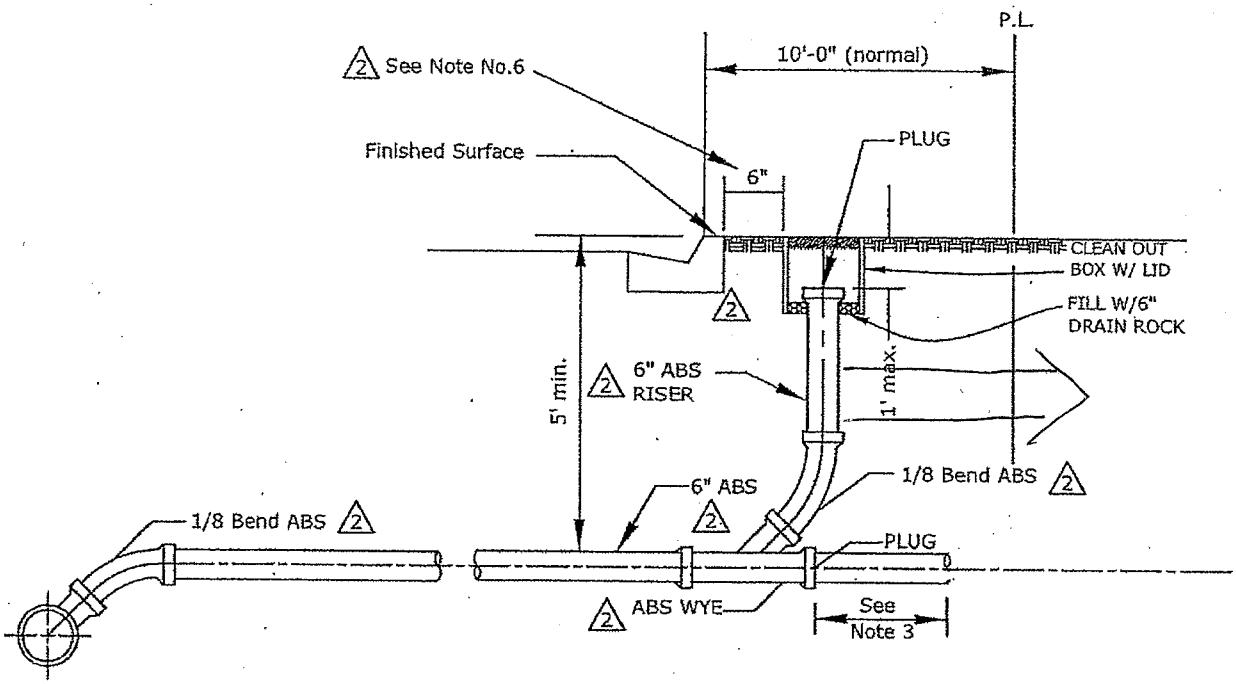
NOMOGRAPH FOR AIR PRESSURE TEST

REV	DATE	APPROVED	DESIGN
			DRAWN
			CHECKED
			APPROVED BY
			CITY ENGINEER
			DATE 10/9/61

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
STANDARD DRAWING

AIR TEST FOR SEWER MAINS

NO. 610
ADOPTED
S# 59
DATE 2/9/61
SHEET 2 OF 2



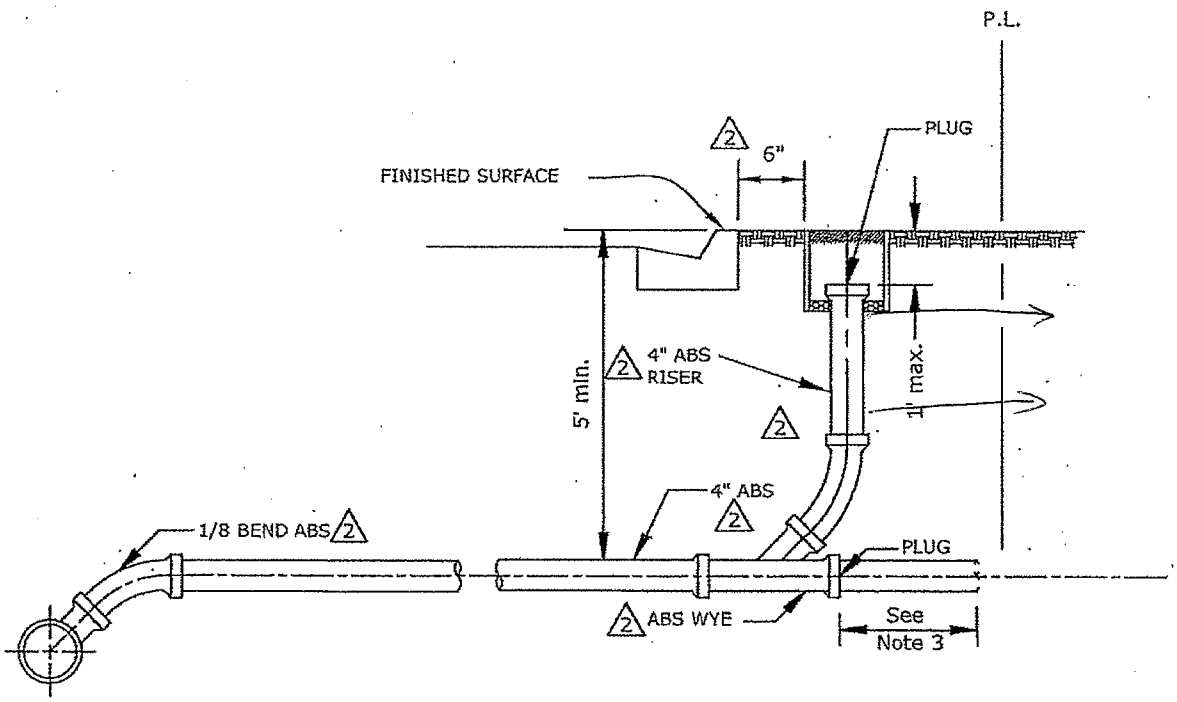
LATERAL

Notes:

1. Cleanout box and lid shall be per Standard Drawing No. 602.
2. Plug shall be vitrified clay or rubber.
3. Customer service connection shall be made under the supervision of the Building department. (If on private property)
4. Riser shall be the same size as sewer lateral.
5. Minimum grade at lateral shall be 1/4" per foot.
6. 2 Pipe material shall be ABS from main to C.O.. Cleanout should be placed 6" behind street curb or as approved by City Engineer.

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING
REVISION	DATE	SANITARY SEWER LATERAL - COMM./INDUSTRIAL	NO. 618
1	1991		
2	2001		DATE : 6/15/10
3	2010	3 APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 1 OF 1



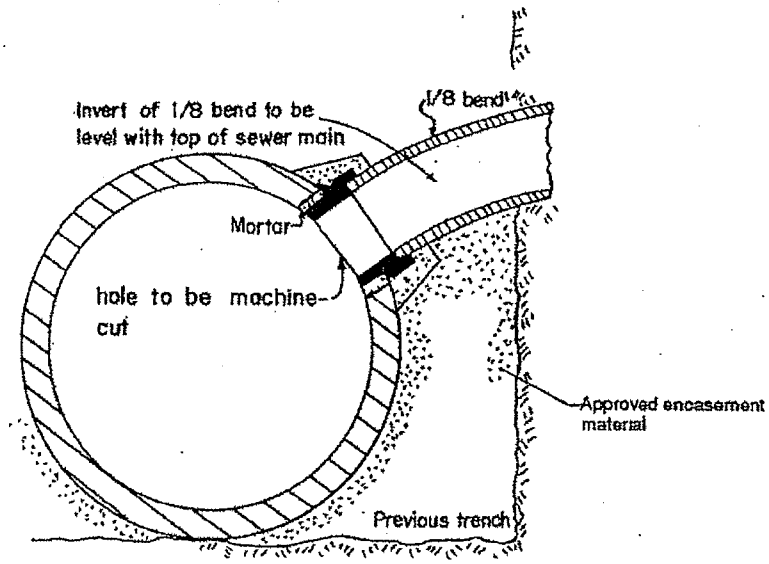
LATERAL

Notes:

2 1. Clean out shall be installed as shown hereon. Clean out box shall be Christy G-5 BOX and G5C Lid and G5GR Grade Ring or approved equal with "C.O." or "S" marking. Cast iron traffic cover (Christy G-5 or approved equal) is required in sidewalk & driveway.
2. Plug shall be vitrified clay or rubber.
3. Customer service connection shall be made under the supervision of the Building department. (If on private property)
4. Minimum grade of lateral shall be 1/4" per foot.
2 5. Riser shall be the same size as sewer lateral.
2 6. Pipe material shall be ABS from main to C.O.. Cleanout should be placed 6" behind street curb or as approved by City Engineer.

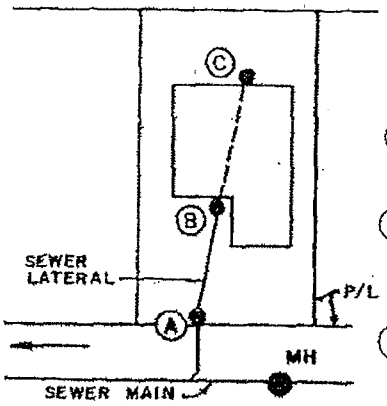
NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING
REVISION	DATE	SANITARY SEWER LATERAL - RESIDENTIAL	NO. 620
1	1966		
2	2001		DATE : 6/15/10
3	2010	3 APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 1 OF 1



CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING
REVISION	DATE	CONNECTION TO EXISTING VCP SANITARY MAIN	NO. 622
1	1958		
2	2001		DATE : 6/15/10
3	2010	3 APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 1 OF 1

BACKFLOW DEVICE LOCATION

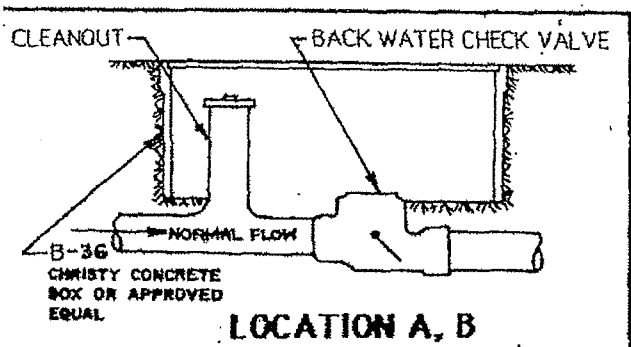


BACKFLOW DEVICE MAY BE LOCATED AT POINT (B) OR (C) AS APPROVED BY THE BUILDING OFFICAL ALL BACK FLOW OR OVERFLOW SHALL BE INSTALLED BELOW GRADE

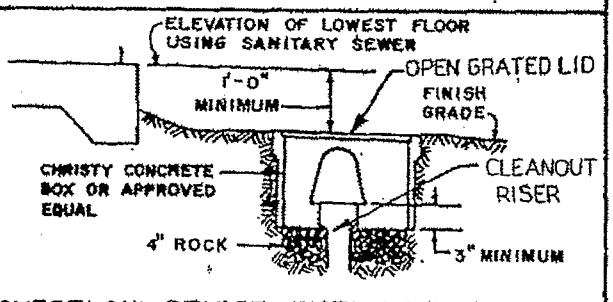
(A) PER STANDARD DETAIL No.618 AND 620.

(B) CLEANOUT AT JUNCTION OF BUILDING DRAIN AND SEWER LATERAL DEVICE SHALL BE INSTALLED BELOW FINISH GRADE.

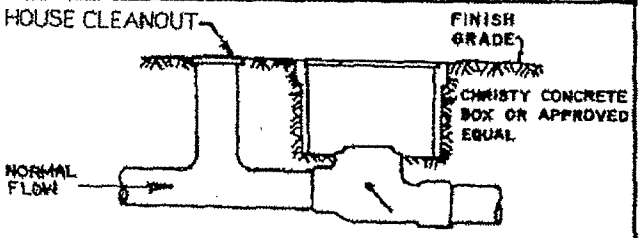
(C) TERMINAL UPPER CLEANOUT DEVICE SHALL BE INSTALLED BELOW FINISH GRADE



LOCATION A, B



OVERFLOW DEVICE INSTALLATION (BELOW GRADE) **LOCATION A, B, C**



BACKWATER CHECK VALVE INSTALLATION
LOCATION A, B

NOTE

THE TYPE OF DEVICE USED SHALL BE AS DETERMINED BY THE BUILDING OFFICIAL IN ACCORDANCE WITH THE FOLLOWING CRITERIA

1 A BACKFLOW PROTECTION DEVICE SHALL BE INSTALLED WHEN THE ELEVATION OF THE LOWEST FLOOR CONTAINING GRAVITY WASTE DRAINAGE IS LESS THAN ONE FOOT ABOVE THE SURFACE ELEVATION OF NEAREST UPSTREAM PUBLIC SEWER STRUCTURE (MANHOLE, ETC)

2 A BACKWATER CHECK VALVE (AMERICAN FOUNDRY NO 52A OR APPROVED EQUAL) SHALL BE INSTALLED WHERE SEWAGE CANNOT OVERFLOW ONTO THE SURROUNDING AREA

3. AN OVERFLOW DEVICE (AS MANUFACTURED BY REAM MACHINE SHOP, LAFAYETTE, CALIFORNIA, OR APPROVED EQUAL) MAY BE INSTALLED WHERE SEWAGE CAN OVERFLOW ONTO THE SURROUNDING AREA WITHOUT DAMAGE TO PROPERTY

DEPTH	BOX SIZE
2' OR UNDER	B-9 10" X 17"
2' TO 3'	B-36 17" X 30"
3' OR UP	AS APPROVED

CITY OF MILPITAS, ENGINEERING DIVISION

REVISION	DATE
1	1966
2	2001
3	2010

SEWAGE BACKFLOW PROTECTION DEVICE

3 APPROVED BY:

PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283

STANDARD DRAWING NO. 624

DATE : 6/15/10

SHEET 1 OF 1

Appendix M

SSMP Self-Audit Record

2021 SSMP Biennial Audit Report Form

City of Milpitas

Significant Changes Since Last SSMP Update:

1. Purchased new CCTV Truck for videoing sewer lines.

2. Equipped vactor truck to be able to perform root foaming

Introduction	**Yes**	**No**
A. Is the current system description complete and up to date?	☒	☐
B. Are all infrastructure statistics current and complete?	☒	☐

Discussion:

System description and statistics are current and complete.

Element 1 – Goals	**Yes**	**No**
Are the goals stated in the SSMP still appropriate and accurate?	☒	☐

Discussion:

Goals are stated on page 2 and focus on maintenance program, preventing SSOs, and responding quickly in the event of an SSO. This includes management of the system, the FOG program, and ensuring Corrective Actions are taken in a timely manner.

Element 2 – Organization	**Yes**	**No**
A. Is the Sanitary Sewer Overflow (SSO) Contact List in Table 2-1 current?	☐	☒
B. Is the Organization Chart in Figure 2-1 of the SSMP current?	☒	☐
C. Are the position descriptions an accurate portrayal of staff responsibilities?	☒	☐
D. Is the chain of communication for reporting and responding to SSOs accurate and up-to-date?	☒	☐

Discussion:

The City SSO Contact List in Table 2-1 needs to be updated.

Element 3 – Legal Authority:	**Yes**	**No**
A. Does the City have legal authority to prevent illicit discharges into the sewer?	☒	☐
B. Were any changes or modifications made in the past year or since the last SSMP audit to City Ordinances, Regulations, or standards?	☒	☐
Does the SSMP accurately cite the City's Code documenting the City's legal authority to:		
C. Prevent illicit discharges?	☒	☐
D. Require proper design and construction of sewers and connections?	☒	☐
E. Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the City?	☒	☐
F. Limit discharges of fats, oil and grease?	☒	☐
G. Enforce any violation of its sewer ordinances?	☒	☐

Discussion:

This section cites all required City Code. Changes to the Sanitary Code cited were made on 1/21/2021. Additional changes planned in 3Q 2021 to clarify responsibilities for Maintenance by User, increase administrative citations, and to accurately reflect the City's FOG Program.

Element 4 – Operations and Maintenance	**Yes**	**No**
Collection System Maps		
A. Does the SSMP reference the current process and procedures for maintaining the City's sanitary sewer system maps?	☐	☒
B. Are the City's wastewater collection system maps complete, current, and sufficiently detailed?	☒	☐
Prioritized Preventive Maintenance		
C. Does the SSMP describe current preventive maintenance activities and the system for prioritizing the cleaning of sewer lines?	☒	☐

D. Based upon the SSO information in CIWQS and the Annual SSO Report, are the City's preventive maintenance activities sufficient and effective in minimizing SSOs and blockages?	☒	☐
Rehabilitation and Replacement Program		
E. Is there an ongoing condition assessment program sufficient to rank the condition of sewer pipes and schedule rehabilitation?	☒	☐
F. Are the current components of this program documented in the SSMP?	☐	☒
G. Does the rehabilitation and replacement plan include a capital improvement plan that addresses proper management and protection of the infrastructure assets?	☒	☐
H. Does the plan include a time schedule for implementing the short and long-term plans plus a schedule for developing the funds needed for the capital improvement plan?	☒	☐
Contingency Equipment and Replacement Inventory		
I. Does the SSMP list the major equipment currently used in the operation and maintenance of the collection system?	☐	☒
J. Are contingency equipment and replacement parts sufficient to respond to emergencies and properly conduct regular maintenance?	☒	☐
Training		
K. Are training records current?	☐	☒
L. Does the SSMP document current training expectations and programs?	☒	☐

Discussion:

Collection System Maps: Wastewater collections maps are in the process of being updated in the GIS system. The city is currently developing a plan for each department to update maps in their area.

Prioritized Preventative Maintenance: The City's program has shown effectiveness in preventing or minimizing SSOs. This is supported by the limited number of SSOs occurring: 2016: Two; 2017: Zero; 2018: Two; 2019: One.

Rehabilitation and Replacement Program: Rehabilitation and inspection plan description needs update based on new CCTV program.

Contingency Equipment and Replacement Inventory Update the list of the major equipment currently used in the operation and maintenance of the collection system (new camera truck).

Training: Training records are being migrated into a new online system and upgraded at this time.

Element 5 – Design and Performance Standards	Yes	No
A. Does the SSMP reference current design and construction standards for the installation of new sanitary sewer systems, pump stations and other appurtenances and for the rehabilitation and repair of existing sanitary sewer systems?	☒	☐
B. Does the SSMP document current procedures and standards for inspecting and testing the installation of new, rehabilitated and repaired sewer facilities?	☐	☒

Discussion:

The current design and construction standards referenced in 5.1 are undergoing updates to include HDPE as pipe substance, among other updates: 1. *Engineering Plans and Map Procedures and Guidelines*, *Section VIII* and 2. *Standard Specifications for Sanitary Sewers*.

Element 6 – Overflow and Emergency Response Plan	Yes	No
A. Does the City maintain proper notification procedures so that the primary responders and regulatory agencies are informed of all sanitary sewer overflows (SSOs)?	☒	☐
B. Does the OERP have a program to ensure an appropriate response to all overflows?	☒	☐
C. Does the OERP contain procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities?	☒	☐
D. Does the SSMP identify the officials who will receive immediate notification of such SSOs?	☒	☐
E. Are staff and contractor personnel aware of and appropriately trained on the procedures of the OERP?	☒	☐
F. Does the OERP contain procedures to address emergency operations such as traffic control and other necessary response activities?	☒	☐
G. Does the OERP ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States?	☒	☐
H. Considering SSO performance data, is the OERP effective in handling SSOs in order to safeguard public health and the environment?	☒	☐
I. Is the Water Quality Monitoring Plan current and has it been trained on and practiced by staff that would be involved in an SSO of large volume?	☒	☐
J. Was sampling conducted within 48 hours for all SSOs greater than 50,000 gallons and were results entered for these SSOs through the CIWQS website?	☒	☐

K. Has the City prepared a Technical Report for all SSOs larger than 50,000 gallons? Have all Technical Reports been filed on the CIWQS website as required?	☒	☐

Discussion:

One spill over 50,000 gallons occurred on 2/24/2016. A technical report was prepared and sampling was conducted within 24 hours in accordance with the SSMP and OERP.

A refresher training was conducted with staff on January 12, 2021 to review the OERP. Online SSO training has been conducted in the past through DKF Solutions.

Element 7 – Fats, Oils, and Grease (FOG) Control Program	**Yes**	**No**
A. Does the Fats, Oils, and Grease (FOG) Control Program include a description of public education outreach efforts that promote proper handling and disposal of FOG?	☒	☐
B. Does the FOG program include a plan for the proper disposal of FOG generated within the sewer system service area?	☒	☐
C. Does the City have sufficient legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG?	☒	☐
D. Are there requirements to install grease removal devices (such as traps or interceptors), best management practices (BMP) requirements, record keeping, maintenance requirements and reporting requirements established in the City's FOG Control Program?	☒	☐
E. Does the City have authority to inspect grease producing facilities and have sufficient staff to inspect and enforce the FOG ordinance?	☒	☐
F. Does the FOG control program identify sections of the collection system subject to FOG blockages, establish a cleaning schedule and address source control measures to minimize these blockages?	☒	☐
A. Does the FOG control program implement source control measures for all sources of FOG discharged to the collection system?	☒	☐
G. Is the current FOG program effective in minimizing blockages of sewer lines resulting from discharges of FOG to the system?	☒	☐

Discussion:

FOG Control Program: This section of the SSMP and the City's Municipal Code requires update on procedures to require grease removal devices and inspection. The City no longer works with the City of San Jose Environmental Services Department to size grease removal devices or conduct FOG inspections. The City has taken over responsibility for these activities.

Element 8 – System Evaluation and Capacity Assurance Plan	Yes	No
A. Does the City evaluate hydraulic deficiencies in the system and provide estimates of peak flows associated with conditions similar to those causing overflow events, if applicable?	☒	☐
B. Does the City's capital improvement program (CIP) establish a schedule of approximate completion dates for both short-term and long-term improvements and is the schedule reviewed and updated to reflect current budgetary capabilities and activity accomplishment?	☒	☐
C. Does the City take steps needed to establish a short and long-term CIP to address hydraulic deficiencies, including prioritization, alternatives analysis, and schedules?	☒	☐
D. Are repair and replacement projects developed based upon condition assessment and/or field maintenance results?	☒	☐

Discussion:

A project to install real time monitoring and modeling for system flows and hydraulic capacity has been conducted as part of the Sewer Master Plan.

Element 9 – Monitoring, Measurement, and Program Modifications	Yes	No
A. Does the City maintain relevant information that can be used to establish and prioritize appropriate SSMP activities?	☒	☐
B. Does the City monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP?	☒	☐
C. Does the City assess the success of the preventive maintenance program?	☒	☐
D. Does the City update program elements, as appropriate, based upon monitoring or performance evaluations?	☒	☐
E. Does the SSMP identify and illustrate SSO trends, including frequency, location and volume of SSOs?	☒	☐
F. Does the City maintain five years of records for all documentation relevant to identifying SSO trends?	☒	☐

Discussion:

The City 's continuously monitors the program to identify areas for improvement. The new online work order system will allow for further tracking of sewer maintenance and records.

Element 10 – SSMP Audits	Yes	No
A. Are updates to the SSMP needed, based on the results of the audit?	☒	☐
B. Were the audit results shared with the City Council? And the public, via the City website?	☒	☐
C. Will the SSMP Audit be completed, reviewed, and filed as an Appendix to the SSMP on a biennial basis?	☒	☐
D. Do any proposed changes to the SSMP require Board approval as they have a substantial change in the policies and procedures for collection system operations and maintenance?	☐	☒

Discussion:

We will share audit results with the City Council and the public via the City website.

Element 11 – Communication Program	Yes	No
A. Does the City communicate on a regular basis with the public and other agencies about the development and implementation of the SSMP?	☒	☐
B. Does the communication system provide the public the opportunity to provide input as the program is developed and implemented?	☒	☐
C. Were annual progress reports and metrics of implementation of the SSMP provided to the City Council?	☒	☐

Discussion:

Progress reports and metrics of the implementation of the SSMP are provided to the City council and the City will provide the opportunity for public input on the SSMP development. SSMP and SSO metrics are also included in the department's monthly performance metrics tracking.

Change Log	Yes	No
Is the SSMP Change Log current and up to date?	☒	☐

Discussion:

The SSMP Change Log was up to date at the time of audit.

Recommendation Summary

In the elements above, recommendations were included in the discussions to maximize the efficiency of the SSMP in reducing the number of sanity sewer overflows. A summary of those recommendations are listed below.

1. Update SSO Contact List, distribute necessary organizational charts, and review the chain of command with the department.
2. Review and update the Overflow Emergency Response Plan as needed.
3. Update the SSMP to reflect new location of wastewater collections maps and plan for keeping the maps up to date.
4. Update the rehabilitation and inspection plan and contingency equipment and replacement inventory based on the 2020 Sewer Master Plan, and the new CCTV Program.
5. Update the design and constructions standards in *Engineering Plans and Map Procedures and Guidelines, Section VIII* and *Standard Specifications for Sanitary Sewers* to reflect the new permitted materials.
6. Update the FOG Control Program section to reflect the City's new responsibilities and procedures.
7. When real time monitoring and modeling for system flows and hydraulic capacity is completed make sure that is reflected in the SSMP.
8. Establish a regular training schedule and train employees on current Overflow Emergency Response Plan.
9. Share the audit results and SSMP update with City Council and engage the public via the City Website.

Prepared by: Matt Lambert Date of Audit: 7/31/2020

Reviewer Signature: Elaine Marshall Date: 05/18/2021

Reviewed by: Elaine Marshall Title: Deputy Director of Public Works

Appendix N

Equipment –Material-Vendor List

Emergency Contacts :Other Agencies

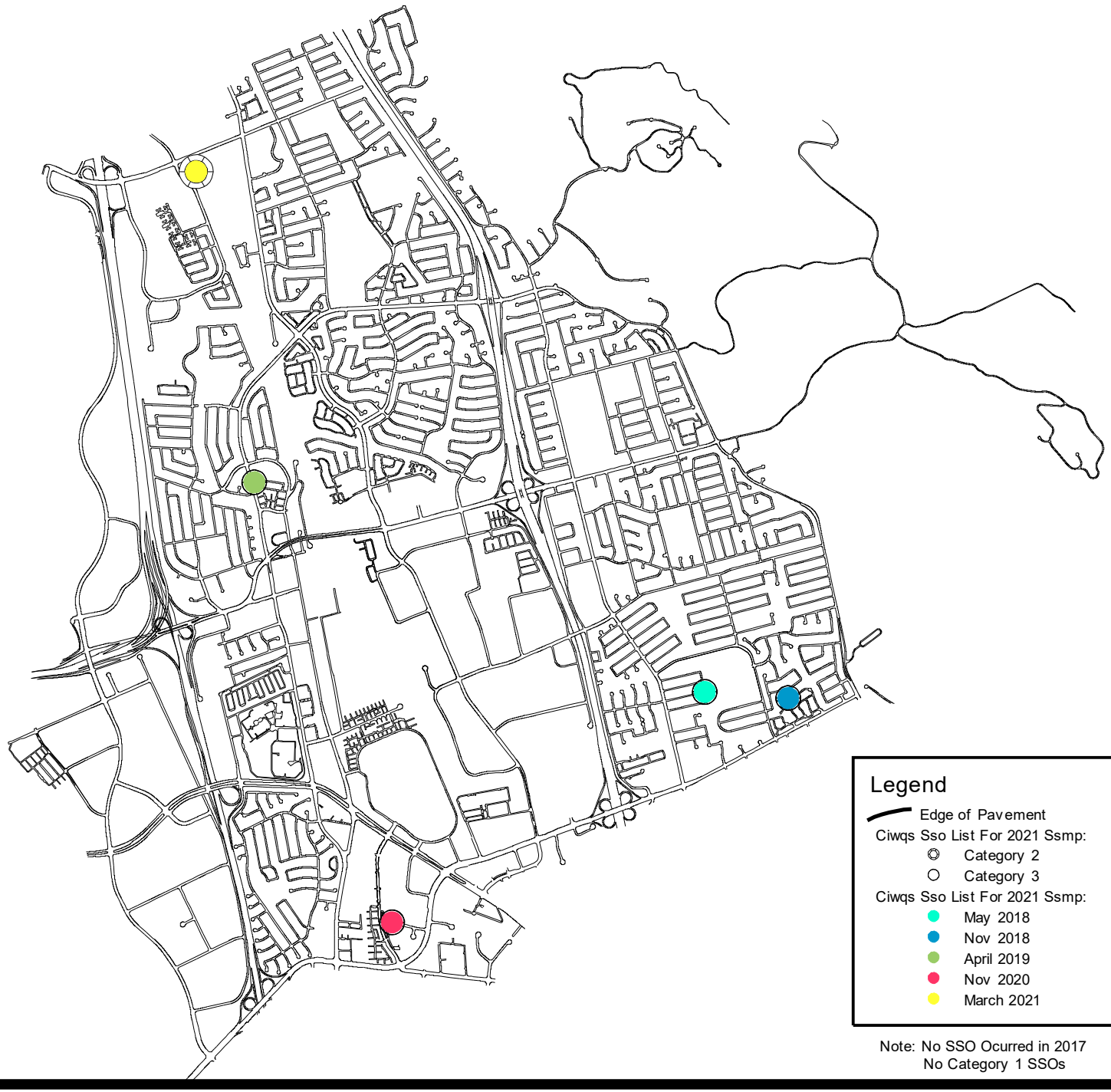
PG&E		**1-800-743-5000**
	High Priority	**1-888-743-4911**
AT&T		**1-800-247-2020**
SFPUC		**1-650-872-5900**
SCVWD		**1-408-565-2607**
	Inter-Tie	**1-408-586-0098**
DWR (South Bay Aqueduct)		**1-209-833-2180**
SJRWF (Wastewater Facility)		**1-408-877-4070**
		1-408-635-4000
	On duty Supervisor cell	**1-408-945-5317**
UPRR		**1-888-877-7267**
USA Locate		**811**
VTA (Bus Route interruption)		**1-408-321-2300**

Contractor services

1. Electric motor/pump repairs	Koffler electric/Mechanical	510-567-0630
2. Pump repairs	Pump Repair service	415-467-2150
3. Fuel Supply	Valley Oil	650-967-2253 408-559-1839
4. Tire Repair	Bruce's Tires	408-295-1742
5. Underground repairs	Preston Pipelines	408-262-1418
6. Underground repairs	Sanco Pipelines After hours emergencies 408-640-1938 or	408-377-2793 408-358-3655
7. Equipment Rental	United rentals 24/7 service	408-251-7730 800-877-3687
8. Hydro Flusher	Able Plumbing Sewer & Drain	408-377-9990
9. Diesel repair	Peterson Cat	510-618-5575
10. Waste oil	World Oil Environmental Services	800-727-2879
11. Street lights/ Signals	Cal-West	408-640-7796

Appendix O

SSO Location Map



City of Milpitas SSO Location Map 2017-2021

Legend

Edge of Pavement

Ciwqs Sso List For 2021 Ssmp:

- Category 2
- Category 3

Ciwqs Sso List For 2021 Ssmp:

- May 2018
- Nov 2018
- April 2019
- Nov 2020
- March 2021

Note: No SSO Ocurred in 2017
No Category 1 SSOs

This map is a product of the City of Milpitas GIS

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This document is a graphic representation only of best availab
City of Milpitas assumes no responsibility for any errors.

Appendix P

Preventative Maintenance Log

Preventative Maintenance

Quarterly Preventative Maintenance	Direction and Distance
Elmwood Facility	South 800'
Dempsey @ Chewpon	South 600', East 300'
Bart Station Intersection	South 480'
Petaluma Ct	North 120'
Eagle Ridge	Spray Off Shelf
Grocery Outlet parking lot	South 220'
Butler St.(Burger King)	South 500'
Spence to Butler	South 300', East 300'
Calaveras Blvd @ 680	North 450', South 500', East 300'

6 Month Siphon Preventative Maintenan	Direction and Distance
529 Main St NB	South 80' back flush 10'
529 Main St SB	South 50'
Milpitas Blvd Hetch Hetchy	South 800'
Marilynn/Barker/Penetencia	South 300', East 500', North 170', South 500'
Main St @ Apex apt	South 300'
Gil Park Syphon	East 550'
Curtis E of Main St	East 140'
Machado/Elmwood Facility	South 110'
Barber Ln	North 325'
PG&E Parking lot	South 800
Capitol Ave & Venus	East 500', West 500', North 100'
Norwich & Barker	East 300'
Curtis & Comet	South 700
Wrigley Creek	East 350'
Montegue, Sango Ct to Delano St	East 120'
Abel @ Corning	W250'
Abel @ Sylvia	W400'
Main St @ Greatmall Pkwy	East 80'
Main St/Greatmall Pkwy/Centria	East 200'
Santa Rita Dr to Tramway Dr	East 120', 2nd m/h East 300'
Jurgens @ Millmont	East 400'
Millmont @ Milkweed St	East 350'
River Rock Rd to Terra Mesa Way	East 350'

Root Foamer Planned	Direction and Distance
Mt Rainer	East 350'
Rosswell to Canton	East 500'
Big Bend @ Crater Lake	South 350'
Calaveras to Ayer St	North 500'
Mt Rainer/Grand Teton	East 600'
Grand Teton to Big Bend	North 600'
Clear Lake Ct	East 114'

Shiloh Ave	North237'
Westridge @ Crescent Terr	East 70'
Pinard/Chipman/Piedmont	East 1,050'
Cuesta/Calle Mesa Alta	East 350'

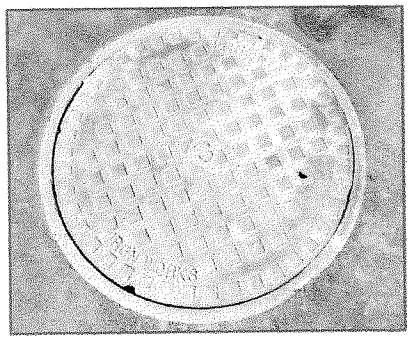
Root Foamer and Follow-Up CCTV Completed

400 S Main St @ Corning	South 415'
930 N Park Victoria	West 250', East 60'
Sunnyhills Ct to Arizona	East 730'
Rosswell and Edsel	East 350', North 500'
Calle Oriente/PV intersec	East 700'
Highland Ct at Butano	North 300'
Adams Apts	East 260', West 245'
Sequioa at Yosemite	East 350', South 350'
SB Hillview @ creek	East 800'
Canton @ Bixby	North, South, East 300'
751 Valencia	North 800'
1425 Saturn Ct	East 415'
196 Selwyn	East 320', South 200'
Russell @Hillview	North 350'
Vienna @ Fountainbleu	North 300'
Conway @ Coelho	North 300', East 200'
Conway @ Greathouse	East 350', South 375
Conway @ Dixon	South 200', East 250'
Calaveras Blvd to Jupitor Ct	South 250'

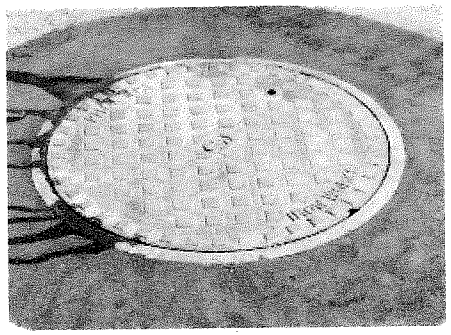
Appendix Q

Milpitas Manhole Flowrate Chart

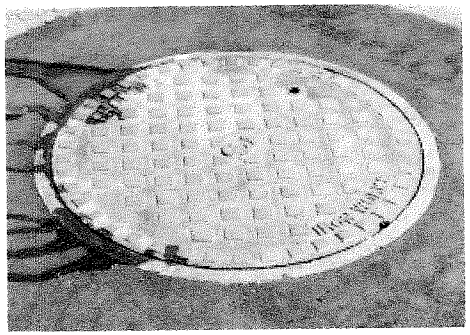
26 1/2" "A" Manhole, Page 1 of 2



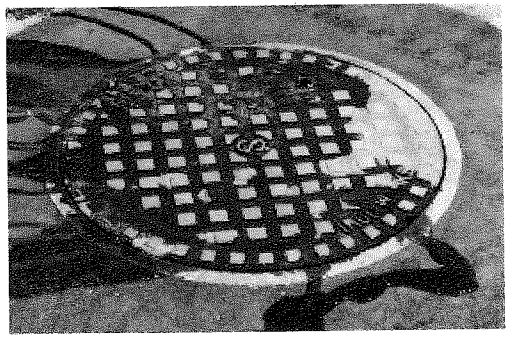
26 1/2" Manhole



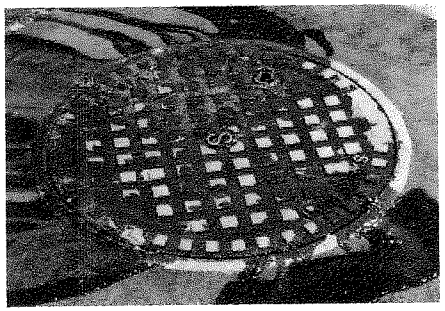
1 GPM



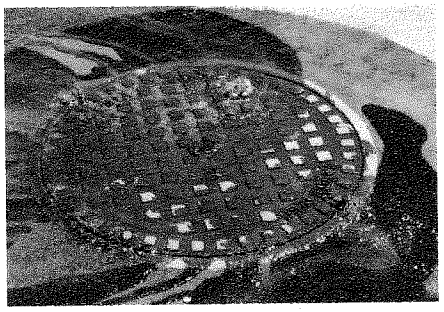
2 GPM



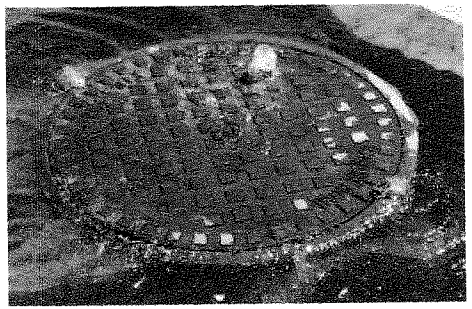
5 GPM



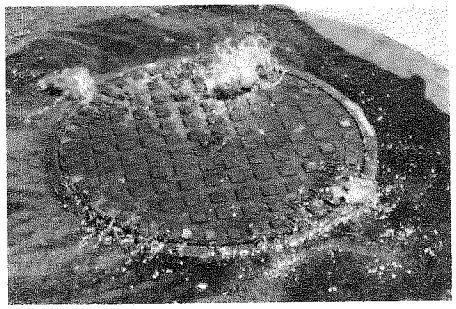
10 GPM



15 GPM



20 GPM



25 GPM

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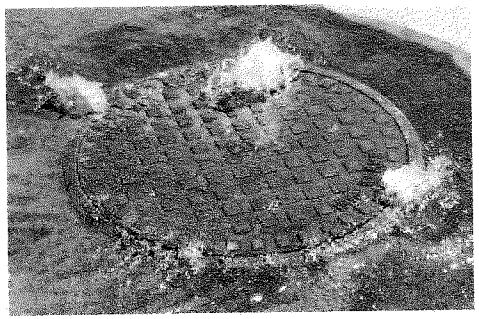
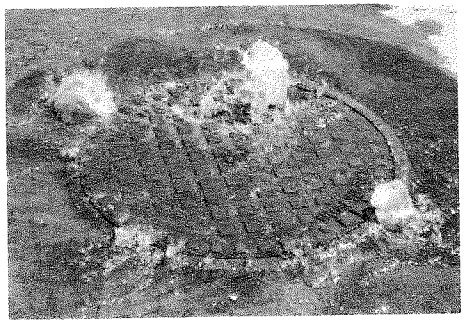
26 1/2" "A" Manhole, Page 2 of 2



30 GPM



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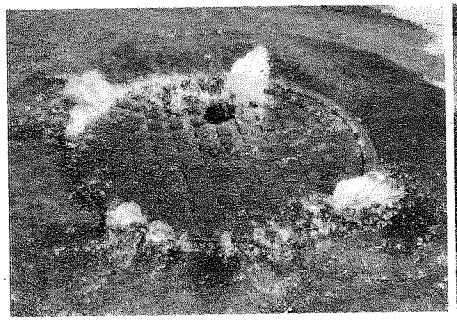

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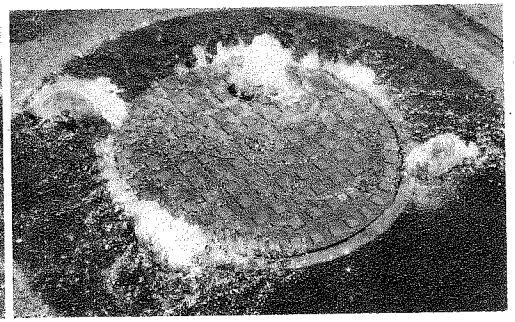

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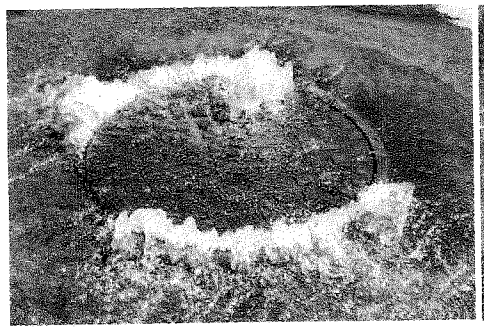

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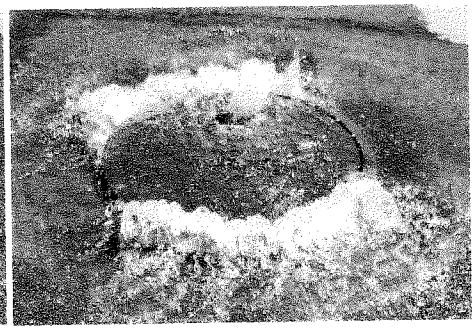

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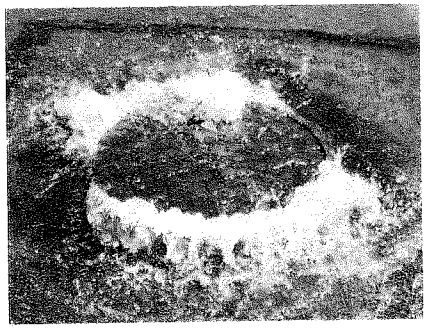

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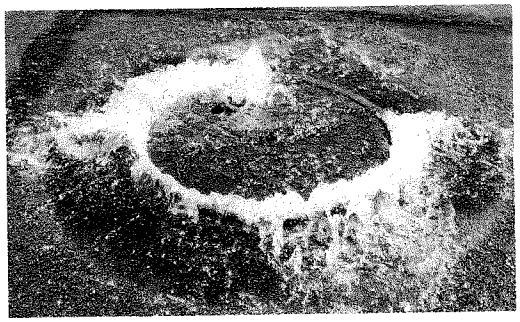

200 GPM

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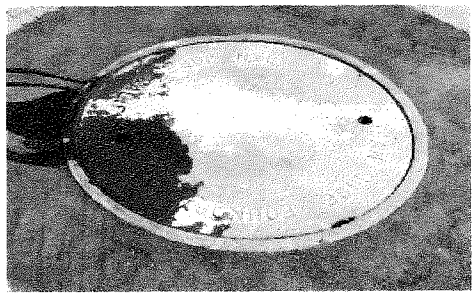
26 1/2" "B" Manhole, Page 1 of 2

26 1/2" Manhole



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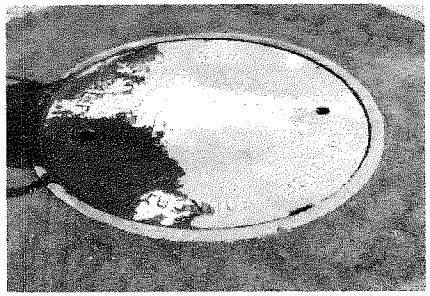

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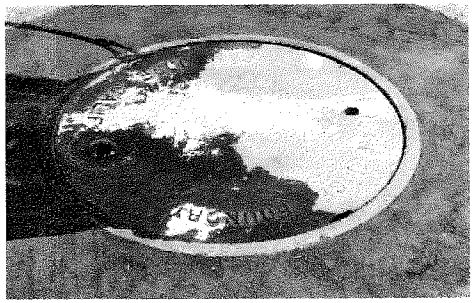

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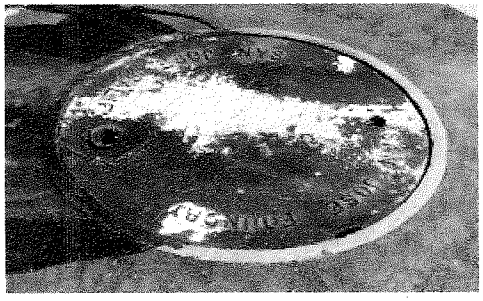

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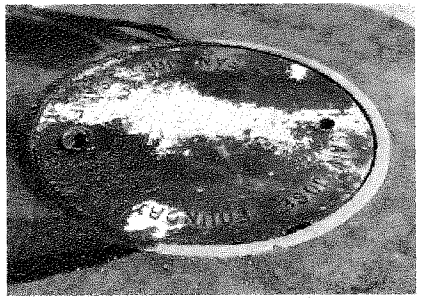

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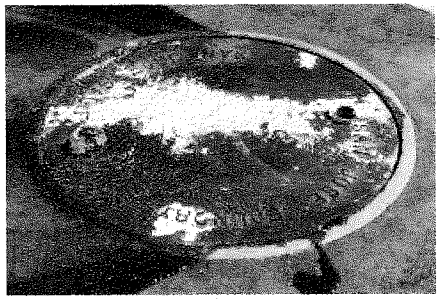

20 GPM

25 GPM

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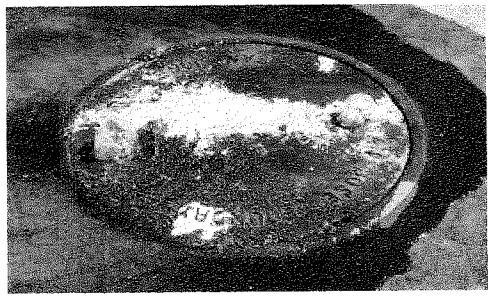
26 1/2" "B" Manhole, Page 2 of 2



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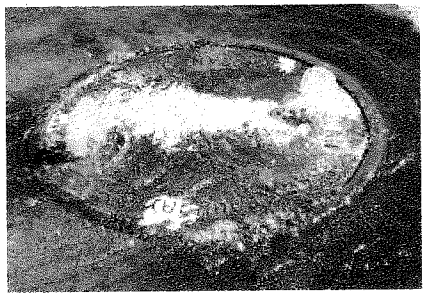

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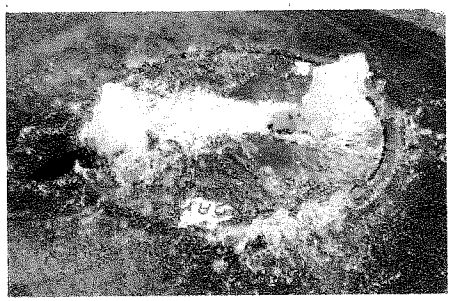

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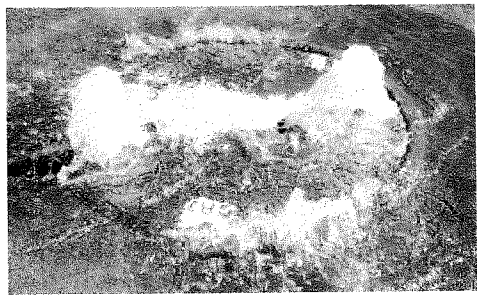

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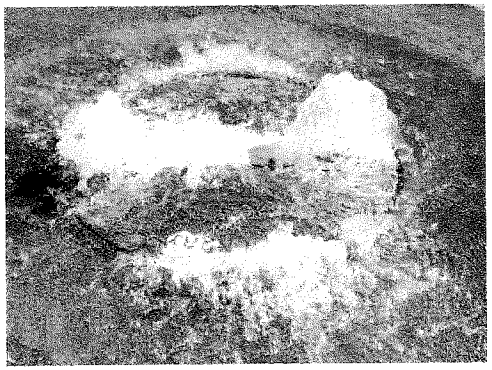

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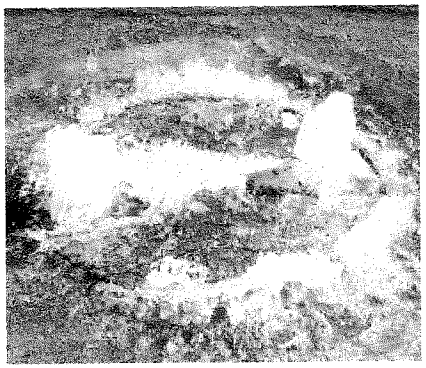

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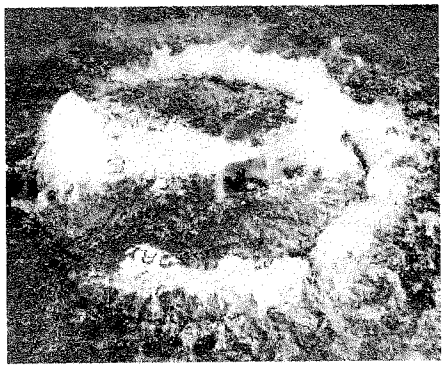

175 GPM

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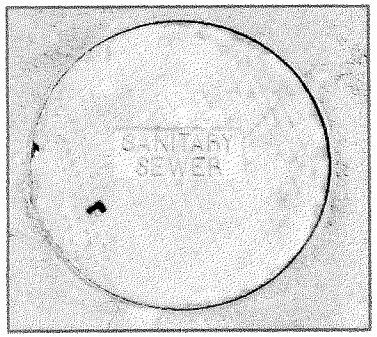
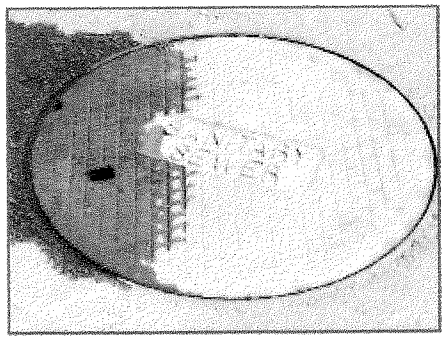
24" Manhole, Page 1 of 2



16 3/8" Riser



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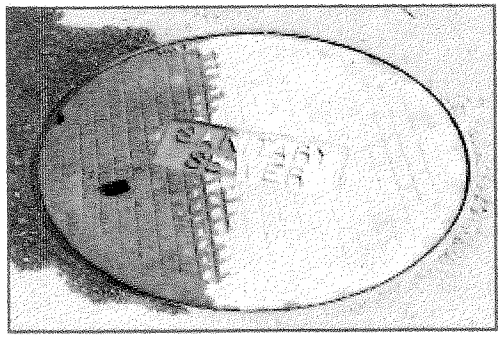
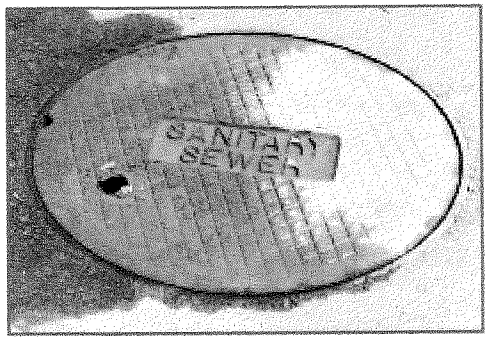
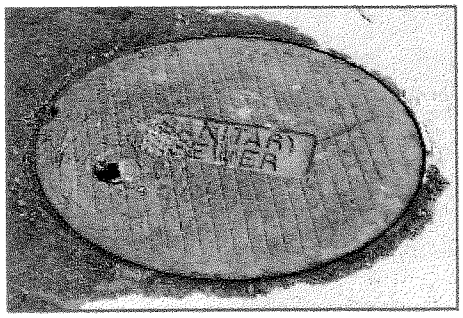


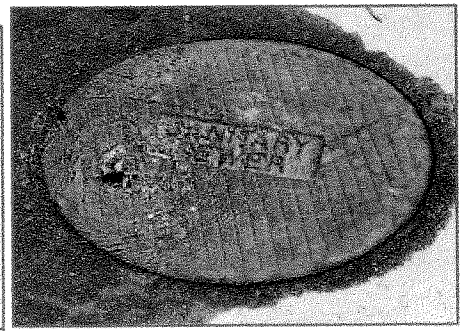
2 GPM



5 GPM



10 GPM



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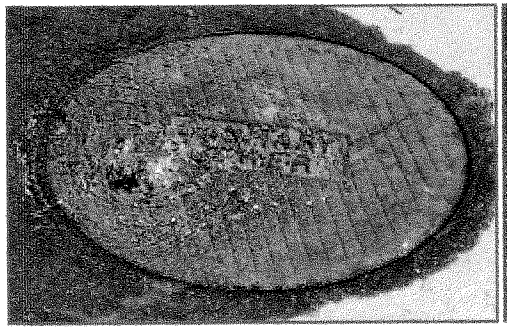
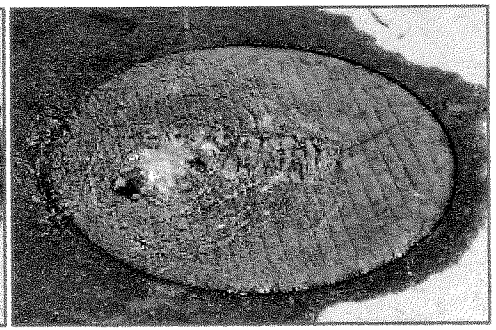


20 GPM



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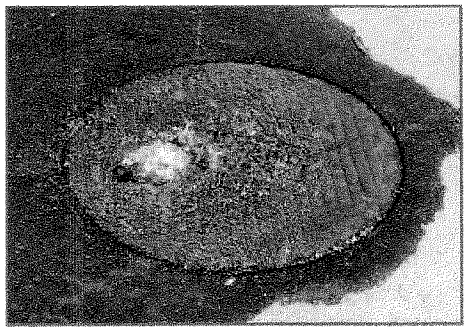
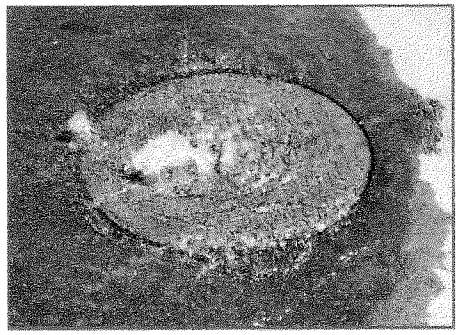
24" Manhole, Page 2 of 2



30 GPM



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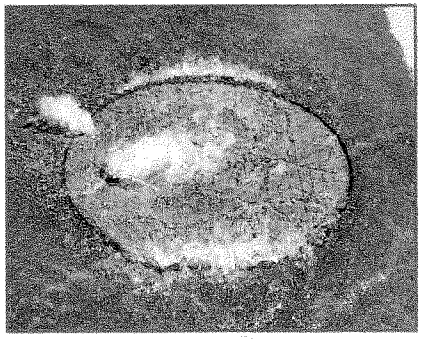
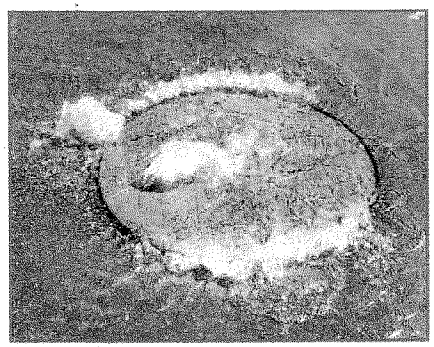
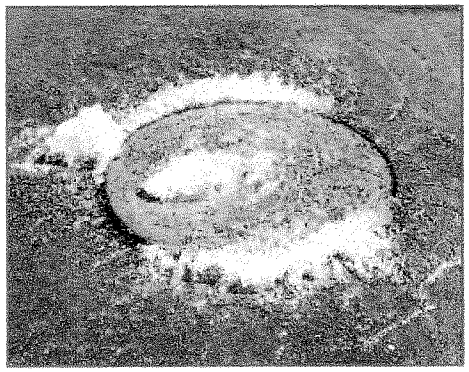


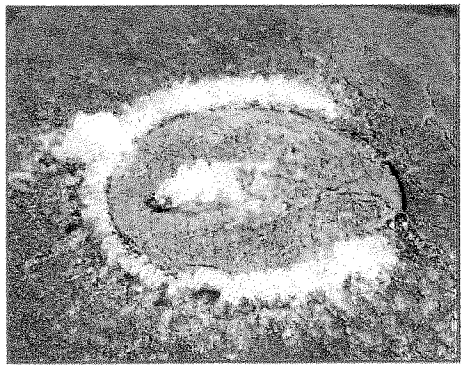
75 GPM



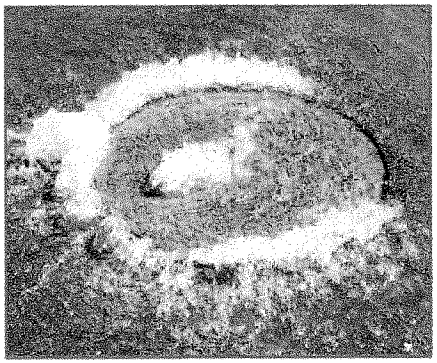
100 GPM



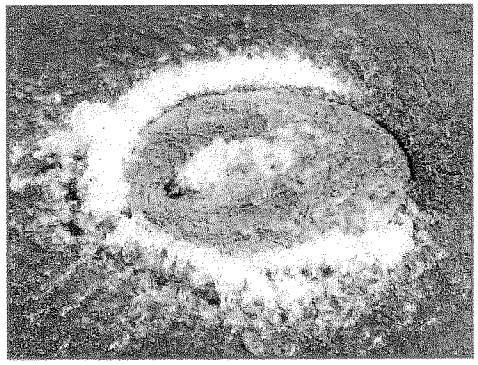
125 GPM



150 GPM



175 GPM



200 GPM

<u>Instructions:</u> **Since Milpitas has several different sizes of manhole lids varying in weight and number of pick holes, it is important to follow these steps when using this SSO flow rate estimating tool:**

1) **If you are able, take a picture of overflowing manhole/riser.**
2) **Measure lid diameter and select the correct chart to use. There are 4 different charts, one for each diameter. If you have a lid that is an odd size or does not match one of the charts, ask a coach for help. If the lid is stuck to the casting or any of the vent holes are plugged, make a note of that on the SSO estimation worksheet and take a picture.**
3) **Match overflowing lid to the closest picture on the correct chart, and use that as the rate of flow on the SSO estimation worksheet.**

Appendix R

Milpitas Sewer System Management Plan Change Log

City of Milpitas

Sewer System Management Plan (SSMP) Change Log

DATE	SSMP ELEMENT/ SECTION	DESCRIPTION OF CHANGE/REVISION MADE	CHANGE AUTHORIZED BY
1/24/2017	Appendix C – SSO and Backup Response Plan	Appendix C updated to align correctly with the 2016 SSMP/OERP. PB-1 corrected FG-7 and FG-8 updated RN-1 cannot be used – refer to 2016 OERP Pages 5 and 17 instead BP-5 updated to correct POCs	
1/24/2017	Appendices E, F, G and H	All updated from 2014 to current	
1/24/2017	Appendix J	Engineering plans link does not work. Use: http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/plans-maps-specifications/	
9/22/2021	Element 2	Updated the SSO Contact List and Organization Flowchart	
9/22/2021	Element 4.1	Updated the SSMP to reflect new location of wastewater collections maps and plan for keeping the maps up to date.	
9/22/2021	Element 4.3	Updated the rehabilitation and inspection plan and contingency equipment and replacement inventory based on the 2020 Sewer Master Plan, and the new CCTV Program.	
9/22/2021	Element 7	Updated the FOG Control Program section to reflect the City's new responsibilities and procedures.	
9/22/2021	Element 8	Updated the Capacity Assessment section based on the 2020 Sewer Master Plan	
9/22/2021	Appendix C	Updated the Overflow Emergency Response Plan to reflect the new public observation and reporting work order generation system.	

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve and Authorize the City Manager to Execute the First Amendment to the Agreement with the Santa Clara Valley Water for Water District Conservation Program Cost Sharing**
Category	Community Services and Sustainable Infrastructure
Meeting Date:	10/19/2021
Staff Contact:	**Tony Ndah, Public Works Director, 408-586-2602**
Recommendation:	Approve and authorize the City Manager to execute the first Amendment to the Agreement with the Santa Clara Valley Water District to increase cost-sharing amounts and partner on the Lawn Bust Milpitas Pilot Program.

Background:

On May 31, 2018, Governor Brown signed into law AB 1668 and SB 606. These two bills create a new foundation for long-term water conservation and drought planning throughout the State of California. SB 606 and AB 1668 establishes guidelines for efficient water use and a framework for implementing new urban water use standards with the goal of making water conservation a way of life in California.

California is experiencing its second dry year in a row where Sierra Nevada snowpack, the source of nearly one-third of the state's water, was 59% of the historical average on April 1, 2021, and more of this snowpack has soaked into the ground rather than run into rivers and reservoirs. These conditions have prompted state and local water regulators, as well as both of the City's water suppliers (Valley Water and San Francisco Public Utilities Commission) to call for water conservation measures. On June 9, 2021, the Valley Water Board of Directors adopted a resolution calling for mandatory water use reductions. Valley Water is requiring its retailers to reduce water purchases by 23% of the planned water delivery schedule. On July 8, 2021, Governor Newsom declared a drought emergency for Santa Clara County and called on Californians to voluntarily reduce water consumption by 15%. San Francisco Public Utilities Commission (SFPUC) is asking for a voluntary reduction of 15% from 2020 levels in line with Governor Newsom's call to action.

On August 5, 2021 the City Council adopted Ordinance No. 240.7 Relating to the Water Shortage Contingency Plan and declared a Water Shortage Level 2 Drought Emergency, requiring residents and businesses to abide by the City's permanent water waste restrictions and to reduce outdoor watering to 3-days a week.

The City has continued to encourage efficient use of water since the end of the last drought. Through Capital Improvement Program (CIP) #7126, an ongoing Water Conservation Program was approved by the City Council on June 16, 2015. The program provides funding for ongoing water conservation public outreach and education, water-efficient and sustainable landscape classes and workshops, installation of water refill stations, water use customer portal, and cost-sharing in Valley Water landscape and rainwater harvesting programs that increase the eligible rebate amount for Milpitas residents.

Valley Water has been offering a robust portfolio of water conservation programs for decades and has offered local water retailers and cities the opportunity to increase the incentives for their customers through "cost-sharing." This approach is operationally efficient in that it gives local agencies the flexibility to offer additional increased financial incentives without having the burden of administering a local program themselves. The cost-sharing agreement between the City and Valley Water which began in September 2019, incentivizes

proactive drought planning by offering Milpitas residents the following additional landscape conversion and rainwater harvesting rebates:

Program	Valley Water Rebate	Milpitas Match	Total Rebate for Milpitas Participant
Landscape Conversion Rebate	$2 per sq ft, as of July 1, 2021 *(previously $1 per sq ft)*	+ $1 per sq ft	$3 per sq ft
Rain Barrel	$35 per rain barrel	+ $15 per rain barrel	$50 per rain barrel
Rainwater Cistern	$0.50 per gallon cistern capacity	+ $0.50 per gallon cistern capacity	$1 per gallon cistern capacity
Rain Garden (design roof to drain to rain garden to maximize infiltration)	$1 per sq ft roof area diverted	+ $1 per sq ft roof area diverted	$2 per sq ft roof area diverted

On August 9, 2021, based on Councilmember Chua's request, the Council directed staff to bring back for Council approval an increase to the City's rebate program to match Sant Clara Valley Water District's two dollars rebate increase and look into expanding the "Lawn Buster" program to more residents based on income.

Analysis:

In response to Council's interest in expanding water conservation program offerings, staff worked with Valley Water staff to identify expanded cost sharing opportunities for Milpitas residents and to establish a pathway for an expanded Lawn Bust Milpitas program.

The increased cost share and rebates amounts are described and summarized in the table below:

- Landscape Conversion Rebate – Milpitas' cost-sharing in the residential Landscape Conversion Rebate will increase from $1 to $2 per each square foot of turf and/or pool removed up to $2,000 per site. With this increased amount, a Milpitas participant can receive a total rebate of $4 per each square foot up to a maximum of $5,000 for replacing turf with water efficient landscaping.
- Rain Barrel Rebate – Milpitas' cost-sharing will increase from $15 to $35 per rain barrel. With this increased amount a Milpitas participant can receive a total rebate up to $70 per rain barrel.
- Graywater Laundry-to-Landscape Rebate – Milpitas' begin to cost-share on the Graywater Laundry to Landscape Rebate program. This type of graywater system sends rinse from residential clothes washers directly to landscapes. Landscapes can include decorative trees, fruit trees, shrubs and other drought-tolerant plants. The City does not currently cost-share on this rebate program. By cost-sharing on this program the rebate for Milpitas residents will increase from $200 to $400.

Expanded Cost Share Rebate Amounts

Program	Valley Water Rebate	Expanded Milpitas Match	Total Rebate for Milpitas Participant
Landscape Conversion Rebate	$2 per sq ft, as of July 1, 2021 *(previously $1 per sq ft)*	+ $2 per sq ft	$4 per sq ft
Rain Barrel	$35 per rain barrel	+ $35 per rain barrel	$70 per rain barrel
Graywater Laundry-to-Landscape Rebate	Up to $200 per system	+ up to $200 per system	Up to $400 per system

This Amendment to the Agreement also enables Valley Water to provide funding towards the City's turn-key lawn conversion program, Lawn Bust Milpitas. Staff are continuing to work on the framework of this program and have been working with Our City Forest to develop the scope of work and agreement to implement this program for Milpitas residents. Staff will return to the Council at a future meeting to seek approval of an agreement with Our City Forest for the implementation of the City's turn-key lawn conversion program. In

anticipation of the program approval, Valley Water has agreed to pay its share of the rebate amount directly to the City to offset direct program costs, which would help offset a significant portion of the lawn conversion program costs to residents. Valley Water's share toward the City's lawn conversion program is set to not exceed $40,000.

Policy Alternatives:
Alternative 1: City Council does not approve of expanding the Water Conservation Program to include the increased Valley Water rebate matching amounts.

Pros: City would have cost savings by not spending funds on these programs.
Cons: City would not provide additional services to help residents save water.

Reason not recommending: This alternative is not recommended because expanding the Water Conservation Program will help the City to meet state-mandated water conservation targets and reduce water use in drought periods.

Fiscal Impact:
The estimated not to exceed City cost for the expanded rebates will not exceed $50,000 in FY 2021-2022. Funding for this program is available in CIP #7126, Water Conservation Program, with a balance of $222,225 as of 10/06/2021. Funding for this CIP comes from the Park Fund and the Water Fund.

California Environmental Quality Act:
By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:
Approve and authorize the City Manager to execute the First Amendment to the Agreement with the Santa Clara Valley Water District to increase cost-sharing amounts and partner on the Lawn Bust Milpitas Pilot Program.

Attachments:
1. First Amendment to Agreement with Valley Water for Water Conservation Programs

FIRST AMENDMENT TO AGREEMENT BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND THE CITY OF MILPITAS FOR WATER CONSERVATION PROGRAMS

This First Amendment ("First Amendment") between the Santa Clara Valley Water District ("VALLEY WATER") and the City of Milpitas ("MILPITAS") amends the Agreement enacted on July 1, 2021, between VALLEY WATER and MILPITAS for Water Conservation Programs (collectively, hereinafter referred to as the "Agreement"). VALLEY WATER and MILPITAS may be individually referred to as a "Party" or collectively as the "Parties" herein. This First Amendment is effective once fully executed by the Parties ("First Amendment Effective Date").

RECITALS

WHEREAS, MILPITAS wishes to increase the cost-sharing amounts for the Landscape Rebate Program to match VALLEY WATER's rebate amounts; and

WHEREAS, MILPITAS wishes to cost-share on VALLEY WATER'S Graywater Rebate Program to match VALLEY WATER's rebate amounts; and

WHEREAS, the Parties desire to add the Lawn Bust Milpitas Pilot Program to this Agreement; and

WHEREAS, MILPITAS wishes to work with Our City Forest to implement the Lawn Bust Milpitas Pilot Program, a water-efficient lawn conversion direct installation program; and

WHEREAS, the Lawn Bust Milpitas Pilot Program in FY 21-22 provides residents with direct installation services for water efficient landscape conversions designed to reduce water demand in the City of Milpitas; and

WHEREAS, VALLEY WATER seeks to reimburse Milpitas for providing said landscape conversion services in an amount not-to-exceed $40,000 for FY 21-22.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. In the Agreement, Section 1, MILPITAS' RESPONSIBILITIES is amended to state as follows:

   h. MILPITAS must pay VALLEY WATER as set forth below for each activity performed by VALLEY WATER in the MILPITAS service area:

   1) Provide up to $2.00 per each square foot of turf and/or pool removed per qualified residential rebate, up to $2,000 per residential site, as per VALLEY WATER'S Landscape Rebate Program requirements.
   2) Provide up to $35.00 per 40-99 gallon rain barrel, $0.50 per gallon for 100+ gallon cistern tanks, $1.00 per each square foot of roof area diverted to designate rain garden areas, up to $300 to

VALLEY WATER per subsection 2.d. below. The Rainwater Capture rebate total cap being $1,000 per residential site as per VALLEY WATER'S PROGRAM requirements below.

3) Provide up to $200 for Graywater Laundry to Landscape system installed as per VALLEY WATER'S Graywater Rebate Program.

k. Make payment to VALLEY WATER within (30) days of receipt of a bi-annual invoice from VALLEY WATER. When submitting an invoice, VALLEY WATER shall provide PROGRAM participation information. MILPITAS' total payments to VALLEY WATER shall not exceed $50,000 annually and is subject to Milpitas City Council annual appropriation of funds.

l. MILPITAS shall administer the Lawn Bust Milpitas Pilot Program and contract directly with Our City Forest of direct installation services. Lawn Bust Milpitas projects will not be eligible for VALLEY WATER's Landscape Rebate Program.

m. MILPITAS shall invoice VALLEY WATER for eligible amounts specified in Section 2(h) below on a bi-annual basis, Invoices shall include a list of all participation information for which MILPITAS is seeking payment (see Appendix A for details of required invoice data).

2. In the Agreement, Section 2, VALLEY WATER'S RESPONSIBILITIES, is amended to state as follows:

a. Administration of Landscape Rebate Program (LRP) and Graywater Rebate funds including, but not limited to,

1) Processing the payment of the amounts set forth in Section 1. h. above, to eligible persons residing in MILPITAS ("ELIGIBLE RESIDENTS"). This supplemental rebate amount shall be in addition to the customary amounts paid by VALLEY WATER.
2) Payment of standard Landscape Rebate Program and Graywater Rebate amounts to ELIGIBLE RESIDENTS within 8-12 weeks of approval of MILPITAS' residential applicant's request.

h. Subject to the limitations, terms and conditions of this Agreement, VALLEY WATER agrees to pay MILPITAS the amounts specified below for lawn conversions completed through the Lawn Bust Milpitas Pilot Program for a not-to-exceed a total amount of $40,000 for projects completed in FY 21-22:

1) $2 per square foot for replacing turf with climate-appropriate landscaping. The total amount payable for turf replacement services shall not exceed 20,000 square feet of converted landscape. All turf conversions must meet all of VALLEY WATER's Landscape Rebate Program requirements.

3. All other terms and conditions of the Agreement not otherwise modified by this First Amendment shall remain in full force and effect.

In WITNESS WHEREOF, the Parties agree that this First Amendment shall be effective as of the First Amendment Effective Date set forth above, and have set forth below their consent to the terms and conditions of this First Amendment through the signatures of their duly authorized representatives.

In WITNESS WHEREOF, the parties have executed this First Amendment as of the EFFECTIVE DATE set forth above.

SANTA CLARA VALLEY WATER DISTRICT
an independent special district created by the California Legislature

APPROVED AS TO FORM:

_____	_____
Joseph Aranda	Rick L. Callender, Esq.
Assistant District Counsel	Chief Executive Officer
Santa Clara Valley Water District	Santa Clara Valley Water District

CITY OF MILPITAS

Approved as to form:

By: _____
Christopher J. Diaz
City Attorney
City of Milpitas

By: _____
Steve McHarris
City Manager
City of Milpitas

Date: _____

APPENDIX A

Reporting Requirements

MILPITAS shall include the following data for the Lawn Bust Milpitas Program to Valley Water for each invoice:

<u>Lawn Busters Direct Installation Program</u>

1) Participants Full Name
2) Contact information, including email and phone number
3) Site Address
4) Approximate turf conversion area
5) Existing Irrigation System (yes/no)
6) First Contact Date
7) Conversion Date
8) Confirmed Lawn Size
9) Verified Project Completion with site owner
10) Post Inspection: verified plant health; functioning irrigation system
11) Plant List for project site
12) Photos from sites, pre- and post-installation

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve and Authorize the City Manager to Execute Amendment No. 2 to the Rental Agreement with PSI Water Technologies Inc. for the Rental of a Monoclor RCS Trailer for a total Amount Not-to-Exceed $106,380.00.**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	10/19/2021
Staff Contact:	**Tony Ndah, Public Works Director, 408-586-2602**
Recommendation:	Approve and authorize the City Manager to execute Amendment No. 2 of the Rental Agreement with PSI Water Technologies Inc. for the rental of a Monoclor RCS Trailer for a total amount not-to-exceed $106,380.00.

Background:
On October 27, 2020, the City entered into an agreement with PSI Water Technologies Inc. in the amount of $38,880.00 for the rental of a Monoclor Residual Control System (RCS) trailer for use at Gibraltar Water Pump Station (641 Gibraltar Court). Amendment No. 1 with PSI Water Technologies Inc. was executed to extend the term for the rental agreement to August 31, 2021, and to amend the monthly rental amount from $6,000.00 a month to $4,500.00 a month effective April 2021, for a total of $22,500.00, resulting in a total amount not-to-exceed $61,380.00 for the agreement.

The Monoclor RCS is an automated disinfectant boosting system that gives operators the ability to set and control disinfectant residual levels in water storage tanks and key locations in the distribution system. The Monoclor RCS utilizes advanced water quality sensors, powerful active mixing, an automated chemical feed system, and advanced control algorithms to set and maintain disinfectant residual levels in water storage tanks and the distribution system.

Previously, the City's Water Systems Operator would perform the water quality chloramination work manually, spending a minimum of 30 hours a year to perform the same work. Chloramination is the process of adding chloramine to drinking water to disinfect it and kill germs. The mobile chloramination trailer system is mostly automated and replaces the need for manual treatment that occurs now, saving staff hours and manual pumping costs associated with the manual treatment, while also providing higher, more consistent water quality, and allowing higher volume storage, improving the City's emergency response capacity and readiness.

Utilizing the mobile chloramination trailer achieves efficiency savings by allowing the Water Systems Operator to focus more on regular maintenance work.

Analysis:
On June 1, 2021, the City Council approved and adopted the Fiscal Year 2021-2022 operating budget which included the recommendation to provide one-time funding for the rental of a water quality chloramination trailer for 12 months to allow the Public Works Department adequate time to continue to evaluate the performance of the unit before purchasing. Any costs required for the purchase of the unit will be evaluated and considered as part of the Fiscal Year 2022-2023 annual budget process.

On August 19, 2021, City Council approved and authorize the City Manager to execute Amendment No. 2 of the Rental Agreement with PSI Water Technologies Inc. for the rental of a Monoclor RCS Trailer. Due to a clerical error Amendment No. 2 approved by Council regarding the monthly rental amount for the period of January to March 2021, this item is brought forth to City Council for re-approval. This re-approval does not impact the previously authorized not-to-exceed contract amount.

Therefore, staff recommends the City Council approve Amendment No. 2 with PSI Water Technologies Inc. to further extend the term period date from August 31, 2021 to June 30, 2022 for a total amount of $45,000, which would result in a total not-to-exceed amount $106,380.00.

Policy Alternatives:
Alternative 1: Direct City staff to revert to performing water quality chloramination work manually.

Pros: Proposed funding for the rental of the unit could be used for other services.
Cons: Staff would not have the opportunity to evaluate the benefits of using the water quality chloramination trailer.

Reason not recommended: Utilizing the mobile chloramination trailer will achieve efficiency savings by allowing the Water Systems Operator to focus on more regular maintenance work. In addition, this will result in the savings of electrical pumping costs, potentially as much as 85% less than what is being paid now.

Fiscal Impact:
This amendment would be funded from the Fiscal Year 2021-2022 operations budget of the Public Works Department for an amount not to exceed $45,000.00, for a total amount not-to-exceed $106,380.00.

California Environmental Quality Act:
By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a “project” for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:
Approve and authorize the City Manager to execute Amendment No. 2 of the Rental Agreement with PSI Water Technologies Inc. for the rental of a Monoclor RCS Trailer for a total amount not-to-exceed $106,380.00.

Attachments:
1. Amendment No. 2 with PSI Water Technologies Inc.
2. Final Amendment No. 1 with PSI Water Technologies Inc.

AMENDMENT NO. 2
TO THE AGREEMENT
WITH
PSI WATER TECHNOLOGIES INC.
FOR
MONOCLOR RCS TRAILER RENTAL

This Amendment No. 2 is entered into as of _____, (the "Effective Date") by and between the City of Milpitas, a municipal corporation of the State of California (hereinafter referred to as "City") and PSI Water Technologies, Inc., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No. 2.

RECITALS:

WHEREAS, on October 27, 2020, the Parties entered into a Rental Agreement for the rental of a Monoclor RCS trailer, with a rental amount of $6,000 per month, and a term period of January 1, 2021 through March 31, 2021 ("the Rental Agreement"); and

WHEREAS, the parties entered into Amendment No. 1 to amend the Rental Agreement to extend the term period date from March 31, 2021, to August 31, 2021 and reduce the monthly rental fee from $6,000.00 to $4,500.00; and

WHEREAS, the Parties now wish to further amend the Rental Agreement to extend the term period date through June 30, 2022

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Rental Agreement as follows:

1. **Monthly Rental Fee**

The Rental Agreement Monthly Rental Fee is restated as follows:

- January 1, 2021 to March 31, 2021: $6,000 per month
- April 1, 2021 to June 30, 2022: $4,500 per month

2. **Effective Date of Rental Agreement/Term Period**

The Rental Agreement Effective Date of Rental/Term Period is hereby amended to read January 1, 2021 to June 30, 2022

3. Except as amended by this Amendment No. 2, all provisions of the Rental Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2,

whenever the term "Agreement" appears in the Rental Agreement, it shall mean the Rental Agreement as amended by this Amendment No. 2.

This Amendment No. 2 is executed as of the date first written above.

CITY OF MILPITAS

Approved By:

_____
Steven G. McHarris, City Manager

_____
Date

Approved As To Form:

_____
Christopher J. Diaz, City Attorney

Approved:

_____
Lauren Lai, CPA, MPA
Finance Director/Risk Manager

Approved As to Content:

_____
Tony Ndah, Public Works Director

PSI WATER TECHNOLOGIES, INC.

_____
Signature

_____
Name

_____
Title

_____
Date

DocuSign Envelope ID: 5E9B3D03-B6AF-456C-AFF5-6A45A17F5336

AMENDMENT NO. 1 TO THE AGREEMENT WITH PSI WATER TECHNOLOGIES INC. FOR MONOCLOR RCS TRAILER RENTAL

This Amendment No. 1 is entered into as of Jun-15-2021, (the "Effective Date") by and between the City of Milpitas, a municipal corporation of the State of California (hereinafter referred to as "City") and PSI Water Technologies, Inc., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No. 1.

RECITALS:

WHEREAS, on October 27, 2020, the Parties entered into a Rental Agreement for the rental of a Monoclor RCS trailer, with a rental amount of $6,000 per month , and a term period of January 1, 2021 through March 31, 2021 ("the Rental Agreement"); and

WHEREAS, the Parties now wish to amend the Rental Agreement to extend the term period date from March 31, 2021, 2021 to August 31, 2021, and to add a rental amount of $4,500 per month for the new extended term period. This will allow time for the City to obtain City Council approval to extend the Rental Agreement further through June 30, 2022.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Rental Agreement as follows:

1. **Monthly Rental Fee**

   The Rental Agreement Monthly Rental Fee is hereby amended to $4,500.00 per month for the period of April 1, 2021 to August 31, 2021.

2. **Effective Date of Rental Agreement/Term Period**

   The Rental Agreement Effective Date of Rental/Term Period is hereby amended to be extended from January 1, 2021 to August 31.2021.

3. Except as amended by this Amendment No. 1, all provisions of the Rental Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Rental Agreement, it shall mean the Rental Agreement as amended by this Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

This Amendment No. 1 is executed as of the date first written above.

CITY OF MILPITAS

Approved By:

DocuSigned by:

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Steven G. McHarris, City Manager

Jun-15-2021

Date

Approved As To Form:

DocuSigned by:

Christopher J. Diaz

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Christopher J. Diaz, City Attorney

Approved:

DocuSigned by:

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Lauren Lai, CPA, MPA
Finance Director/Risk Manager

Approved As to Content:

DocuSigned by:

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Tony Ndah, Public Works Director

PSI WATER TECHNOLOGIES, INC.

DocuSigned by:

Guy Chadwell, Vice President and General Manage

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Signature

Guy Chadwell, Vice President and General Manager

Name

VP and General Manager

Title

Jun-15-2021

Date

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve and Authorize the City Manager to Execute Amendment No. 2 with West Coast Arborist, Inc. for City-Owned Tree Maintenance Services for a total Amount Not-to-Exceed $2,697,550.00.**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	10/19/2021
Staff Contact:	**Tony Ndah, Public Works Director, 408-586-2602**
Recommendation:	Approve and authorize the City Manager to execute Amendment No. 2 with West Cost Arborist, Inc. for City-owned tree maintenance services for a total annual amount of $80,000.00 for the remaining two years of the contract, for a total not-to-exceed contract amount of $2,697,550.00.

Background:
On July 1, 2018, the City entered into a Maintenance Services Agreement with West Coast Arborist, Inc. for city-owned tree maintenance services for a term period of July 1, 2018 through June 30, 2023 for an annual amount not-to-exceed $477,510.00, and a total 5-year contract not-to-exceed amount of $2,387,550.00.

The Public Works Department completed an inventory and assessment of all City trees in 2019. The report provided recommendations for trees that should be removed as a priority due to their risk of failure. Since the City does not have a dedicated tree crew to address these tree issues throughout the City during this time, the City executed Amendment No. 1 to provide an additional funding of $150,000.00 to be used to increase the agreement services with West Coast Arborist, Inc. to assist staff with the removal of these trees through June 30, 2019. This action was approved by Council on June 11, 2019 and increased the not-to-exceed total to $2,537,550.00.

On June 1, 2021, the City Council, as part of the adoption of the FY 2021-22 Budget, approved the allocation of $80,000.00 annually to add funds to the contract to increase the pruning cycle for City maintained street trees from 5-year to 4-year cycle.

Analysis:
The City maintains a portfolio of 17,537 trees valued at $50,454,717.00. This valuation does not include the environmental economic benefits. The current maintenance strategy leverages the contracting of tree grid pruning maintenance of these assets while supplementing the balance of tree maintenance with internal staff resources.

Consistently over the past years, claims for tree related issues reflect the highest number of claims received among the types of claims tracked. With the increased pruning cycle, staff expects to receive less claims. Accelerating the pruning cycle Citywide from once every five (5) years to every four (4) years, will reduce risk and contribute to the overall health of the City's urban forest.

Therefore, staff recommends the City Council approve Amendment No. 2 with West Coast Arborist Inc. by increasing the total not-to-exceed annual contract amount by $160,000.00, $80,000 per year for the last two contract years, for a new not-to-exceed total of $2,697,550.00.

Fiscal Impact:
On June 1, 2021, the City Council as part of the adoption of the FY 2021-22 Budget approved the allocation of $80,000.00 annually to add funds to the contract to increase the pruning cycle for City maintained street tr

from 5-year to 4-year cycle. Funding for the remaining year of this contract will be subject to appropriation of funds for FY 2022-23.

California Environmental Quality Act:
The City Council's approval of this contract amendment is exempt from environmental review pursuant to the California Environmental Quality Act, CEQA Guideline 15301, because it amounts to maintenance of existing landscaping as articulated in CEQA Guideline 15301(h) involving negligible or no expansion of use.

Recommendation:
Approve and authorize the City Manager to execute Amendment No. 2 with West Cost Arborist, Inc. for City-owned tree maintenance services for a total annual amount of $80,000.00 for the remaining two years of the contract, for a total not-to-exceed contract amount of $2,697,550.00.

Attachments:
1. Amendment No. 2 with West Coast Arborist
2. Amendment No. 1 with West Coast Arborist
3. RFP No. 2233 - City-Owned Tree Maintenance Contract

AMENDMENT NO. 2
TO THE MAINTENANCE CONTRACT
WITH
WEST COAST ARBORISTS, INC.
FOR
CITY-OWNED TREE MAINTENANCE

This Amendment No. 2 is entered on _____(effective date), by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City"), and **West Coast Arborists, Inc.,** a California corporation (hereafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No. 2.

RECITALS

WHEREAS, on July 1, 2018, the City executed a contract with West Coast Arborists, Inc. for a five-year term ending June 30, 2023, for City-Owned Tree Maintenance Services (the "Agreement"), and

WHEREAS, the Public Works Department completed an inventory and assessment of all City trees. The report provided recommendations for trees that should be removed as a priority due to their risk of failure. There were approximately 380 trees that need to be removed as a high priority and the City did not have a dedicated tree crew to address these tree issues throughout the City, and

WHEREAS, on July 11, 2019, the Parties entered into Amendment No.1 to increase the maximum compensation to $2,537,550.00; and

WHEREAS, the Parties now desire to further amend the Contract by updating the pruning schedule to a four year prune cycle and number of trees serviced, and by increasing the total not-to-exceed annual contract by $160,000.00 for a new not-to-exceed total of $2,697,550.00; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Contract as follows:

1. Amount of Contract: Total not-to-exceed annual contract amount: $2,697,550.00

2. Section P Schedules is hereby amended to read as follows:
"The City operates on a four (4) year prune cycle, trimming approximately 25,000 trees. This results in the need to prune approximately four thousand four hundred seventy-six (4,476) trees by grid prune per year.

Annual Schedule

Upon contract award, the successful Proposer shall be required to submit a work schedule based on the City's annual pruning requirements, removal and placement program, and planting Project. The proposal shall include a recommended annual work program, daily work schedules, personnel and vehicles that would be required to complete the annual maintenance program. Depending on the City's current and future needs, the scheduled work may require multiple crews to perform concurrently within the same time constraints.

1. The Contractor shall provide an annual maintenance schedule indicating the time frames when items of work shall be accomplished per the performance requirements.
2. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.
3. The Annual Schedule shall predict the four (4) year prune cycle for all trees in the City's inventory."

3. All other provisions of the Contract not amended by this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE TO AMENDMENT NO. 2
TO MAINTENANCE CONTRACT
WITH
WEST COAST ARBORISTS, INC.
FOR
CITY-OWNED TREE MAINTENANCE

CITY OF MILPITAS
Approved By:

_____
Steven G. McHarris, City Manager

_____
Date

Approved As To Form:

_____
Christopher J. Diaz, City Attorney

Approved:

_____
Lauren Lai, CPA, MPA
Risk Manager/Director of Finance

Approved As To Content:

_____
Tony Ndah, Director of Public Works

WEST COAST ARBORISTS, INC.

_____
Signature

_____
Name

_____
Title

_____
Date

_____
DIR Registration Number (If Applicable)

AMENDMENT NO. 1 TO THE AGREEMENT
WITH
WEST COAST ARBORIST, INC.
FOR
CITY-OWNED TREE MAINTENANCE SERVICES

This Amendment No 1 is entered into this 11th day of June, 2019, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **West Coast Arborist, Inc.**, a California corporation (hereafter referred to as "CONTRACTOR")

RECITALS

WHEREAS, on July 1, 2018, the City executed an agreement with West Coast Arborist, Inc for a five-year term ending June 30, 2023, for City-Owned Tree Maintenance Services (the "Agreement"), and

WHEREAS, the Public Works Department recently completed an inventory and assessment of all City trees The report provided recommendations for trees that should be removed as a priority due to their risk of failure There are approximately 380 trees that need to be removed as a high priority and the City does not have a dedicated tree crew to address these tree issues throughout the City, and

WHEREAS, the parties desire to amend the Agreement to provide additional funding of $150,000 00 to be used to increase the agreement services with West Cost Arborist, Inc to assist staff with the removal of these trees through June 30, 2019

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows

1 The total value of the Agreement shall be increased from Four Hundred Seventy Seven Thousand Five Hundred Ten Dollars and Zero Cents ($477,510 00) by One Hundred Fifty Thousand Dollars and Zero Cents ($150,000 00), for a new not-to-exceed total of Six Hundred Twenty Seven Thousand Five Hundred Ten Dollars and Zero Cents ($627,510 00)

2 The additional funding is only for additional on call services during the current term ending June 30, 2019, as described and priced on page 28 of the Agreement, under "ON-CALL SERVICES-Section B Removals" in the Proposal Offer Form - Costs sheet

3 All other provisions of the Agreement not amended by this Amendment No 1 shall remain in full force and effect

This Amendment is executed as of the date written on page one above

APPROVED BY

CITY OF MILPITAS
Approved By:

Shumi Lantak

~~Julie Edmonds-Mares~~
Act. City Manager

6/10/19
Effective Date

Approved As To Form

Christopher J Diaz
City Attorney

Approved As To Scope:

Jane Corpus
Interim Director of Financial Services

Approved As To Content:

Tony Ndah
Public Works Director

WEST COAST ARBORIST, INC

Signature

Richard Mahoney
Name

Secretary
Title

4/26/19
Date

CITY OF MILPITAS
CITY-OWNED TREE MAINTENANCE CONTRACT

Project: City-Owned Tree Maintenance
RFP No. 2233
Amount of Contract: Total not-to-exceed annual contract amount: $477,510.00

THIS CONTRACT, made this 19th day of June, 2018, by and between the City of Milpitas, hereinafter referred to as the "City of Milpitas", a municipal corporation and **West Coast Arborist, Inc.** , a California corporation hereinafter referred to as "Contractor,"

WITNESSETH:

A. WHEREAS, the City of Milpitas has caused specifications, drawings and other contract documents, hereinafter referred to as "Specifications," to be prepared for certain work on the referenced project; and

B WHEREAS, The term of the contract shall be for five (5) years from July 1, 2018, through and including June 30, 2023, and

C. WHEREAS, said Specifications include Proposal No. 2233 for City-owned Tree Maintenance, in its entirety, all Addenda, and the following documents by this reference are hereby offered as a part of the contract to be awarded.

1 Terms And Conditions
2 Special Provisions For Services
3. Narrative Proposal - Part 1
4. Proposal Offer Form - Part 2
5. Subcontractors List (if applicable)
6. Subcontractors References (if applicable)
7. Subcontractors Acceptance Of Solicitation Requirements (if applicable)
8 Certificate Of Compliance Insurance Of Subcontractors (if applicable)
9. Non-Collusion Affidavit
10 Proposer's Statement Regarding Insurance Coverage
11. Worker's Compensation Insurance Certificate
12. Nondiscriminatory Employment Certificate
13. Apprenticeship Standards Certificate
14. References
15. Exhibit A - Scope Of Work
16. Exhibit C - Insurance Requirements
17. Exhibit D - Tree Zone Map
18. Exhibit E - New Tree Planting Standard
19. Attachment A - Integrated Pest Management Summary
20. Public Purchase Addenda And Questions
21. Exhibit F – West Coast Arborist, Inc. Proposal

D. WHEREAS, Contractor has offered to perform the proposed work in accordance with the terms of said Specifications as set forth by submission of the Contractor's Proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in said Specifications and Contractor's Proposal, which are made a part hereof as though fully set forth, Contractor hereby agrees to complete the work at the prices and on the terms and conditions therein contained, and the City of Milpitas hereby employs the Contractor and agrees to pay the Contractor the contract prices therein provided for the fulfillment of the work and the performance of the covenants therein set forth

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

City of Milpitas,
A Municipal Corporation

Julie Edmonds-Mares, City Manager

CONTRACTOR

Contractor's Authorized Signature

Patrick Mahoney
Name of Authorized Representative

President
Title of Authorized Representative

City of Milpitas Business Tax
Compliance: Certificate No. 35850

Approved As
To Form:

Christopher J. Diaz, City Attorney

Approved as
To Content:

Will Fuentes, Director of Financial Services

Approved As
To Scope:

Robert Hill, Project Manager

City of Milpitas

NOTICE OF REQUEST FOR PROPOSALS No. 2233 City-Owned Tree Maintenance

REVISED

Notice is hereby given that proposals will be received at the Purchasing Office, until **May 10, 2018 at 2:00 p.m.** local time for furnishing all labor, materials, and equipment, and performing all work necessary and incidental to furnishing

To Perform and Provide
City-Owned Tree Maintenance

in accordance with the City of Milpitas' specifications, scope of services and contract documents contained herein

SUBMITTING THE PROPOSAL: The City of Milpitas requires that proposals be submitted electronically Electronic proposals are to be submitted through a secure mailbox at Public Purchase (www.publicpurchase.com) until the date and time indicated above It is the sole responsibility of the supplier to ensure their proposal reaches Public Purchase before the closing date and time There is no cost to the proposer for submitting City of Milpitas proposals electronically via Public Purchase Electronic proposals require the uploading of electronic attachments All documents must be attached as separate Microsoft Word, Excel, or Adobe PDF documents only The submission of attachments containing embedded documents is prohibited

Registration All Proposers must register on Public Purchase. To receive registration instructions call the Buyer at 408-586-3163 or email a request for registration instructions to zdevine@ci.milpitas.ca.gov

Mandatory Pre-Proposal Meeting A mandatory pre-proposal meeting will be held at the City of Milpitas City Hall located at 455 E Calaveras Blvd in the First Floor Committee Meeting Room on April 20, 2018 at 10:00 a.m local time

License and Bonding All Proposers shall be licensed and bonded in accordance with industry practices, laws, rules and regulations governing the performance of work required in this solicitation Proposers shall have no less than one certified arborist on staff and supervise all aspects of the work performed under this solicitation In addition to any and all relevant City, State and Federal permits and licenses required for the performance of the work required by this contract, prior to award of contract and without additional expense to the City, the Contractor shall hold a valid and current California C-27 and a C-61/D49 Contractor License, and a City of Milpitas Business License, and provide a copy thereof

Prevailing Wages. Pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, it shall be mandatory upon the Contractor to pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations In addition, the Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentices on public works contracts

Chris Schroeder
Purchasing Agent

City of Milpitas

REQUEST FOR PROPOSALS

No. 2233

For

City-Owned Tree Maintenance

REVISED

Date Issued: April 13, 2018

DATE REVISED APRIL 25, 2018

Bid Deadline: May 10, 2018 at 2:00 p.m. Local Time

Issued By: City of Milpitas
Purchasing Division
455 E Calaveras Blvd
Milpitas, CA 95035-5479

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Schedule of Activities The City reserves the right to amend the schedule below as necessary All times referenced are in Pacific Time

Activity	Tentative Dates
RFP released	April 13, 2018
Mandatory Pre-Proposal Meeting (10:00 a m.)	April 20, 2018
Deadline for Submitting Questions (2:00 p.m.)	**May 2, 2018**
Proposal Submission Deadline (2:00 p.m.)	**May 10, 2018**
Evaluation Committee Review	Week of May 14, 2018
Interview/Presentations (If necessary)	May 21, 2018
Contract Award (Tentative City Council Date)	June 19, 2018

PROJECT DESCRIPTION

The City of Milpitas (City) is seeking proposals from experienced and qualified firms to perform a comprehensive and complete maintenance of City-owned trees Selected firm shall also provide updated data and reports to maintain the electronic inventory of the street. median and park trees as well as trees within the City's urban forest

The intent of this project is to provide full and complete contract tree maintenance services for City owned facilities. parks. parkways. right of ways. and median trees throughout the City herein described. and that such trees be kept in a safe. vigorous. and aesthetically attractive condition at all times The Successful Proposer shall furnish all labor. equipment. materials. and supervision to perform tree maintenance as described in this solicitation.

In addition to any and all relevant City. State and Federal permits and licenses required for the performance of the work required by this contract. prior to award of contract and without additional expense to the City. the Contractor shall hold a valid and current California C-27 and a C-61/D49 Contractor License. and a City of Milpitas Business License. and provide a copy thereof Contractor shall also provide a copy of the coversheet of their firm's safety plan with its proposal

Please note that the City will soon undergo an update to its City-owned tree database and the current tree count listed in this RFP may increase by up to twenty percent (20%)

MINIMUM QUALIFICATIONS

Interested Proposers must comply with public bidding requirements applicable to the work to be performed and as otherwise set forth in the Instructions to Proposers Furthermore, to Proposers must be deemed responsible and responsive to the RFP in order for their proposals to be considered. To be deemed responsive, all submittal requirements included on the **List of Documents to Be Returned with Proposal** must be included in the proposal submission In order to be considered responsible, interested proposers must meet the following minimum qualifications

Licensing

Required State Contractors License: Class C-27 and a C-61/D49
(Include a copies of your license(s) with your proposal.)

DIR Prevailing Wage Determination:

Craft/Classification	Tree Maintenance (Laborer)
Determination NC-102-X-21-2014-1	Issue Date 02/22/2018

This classification is only suggested and may not be the only applicable classification The contractor is responsible for determining what is appropriate for their company and is solely responsible for whatever classifications are submitted with this bid

WHERE APPLICABLE, ALL BIDDERS ARE REQUIRED TO INCLUDE THE DEPARTMENT OF INDUSTRIAL LABOR CLASSIFICATION PRINTOUT FOR EACH CLASSIFICATION USED IN THE BID

INSTRUCTIONS TO PROPOSERS

ADDENDA Addenda issued pursuant to this RFP, if any, will be posted on the Public Purchase website However, it is the sole responsibility of the proposer to check the website and/or contact the Purchasing Agent directly to determine that they have included all addenda in their proposal before submitting it to the City

Any proposal submitted that does not acknowledge each and every addenda issued will be considered non-responsive. Addenda, if any, must be acknowledged on the RFP Proposal Form in the space provided on page 30 of this Solicitation.

AUTHORIZED SIGNATURES Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work Upon request of the City of Milpitas, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer If an individual makes the proposal, their signature, and post office address must be listed in the proposal If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be listed in the proposal If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation Upon request of the City of Milpitas, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation

AWARD OF CONTRACT Award, if made, will be made to the Proposer offering the most advantageous proposal after consideration of all evaluation criteria ("Evaluation Criteria") set forth below An Evaluation Committee will be established by the City of Milpitas **Proposer not meeting the minimum qualifications and not submitting the required documents may be deemed non-responsive to the RFP and thus may not be considered by the Evaluation Committee.** The Evaluation Committee will evaluate all proposals received in accordance with the Evaluation Criteria The City of Milpitas shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the City of Milpitas after all factors have been evaluated

EVALUATION CRITERIA	Weighted %
Cover Letter	5%
Qualifications of Business and Key Personnel	20%
Information Management	10%
Approach to Providing Requested Services (Execution Plan)	20%
References	5%
Proposed Compensation – Part A	30%
Proposed Compensation – Part B	10%

The Evaluation Committee may also contact and evaluate the Proposer's and subcontractor's references: contact any Proposer to clarify any response: contact any current users of a Proposer's services, solicit information from

any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Discussions may, at the City's sole option, be conducted with a short-list of responsive and responsible Proposers Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements. Each Proposer shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers A notification of intent to award may be sent to any Proposer selected The award is contingent upon the successful negotiation of final contract terms Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring Proposer or withdraw the RFP The City reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired Once negotiations are successful, the Proposer will be recommended to the City Council for contract approval and the City Council has the final authority to approve or reject the contract award

AWARD SELECTION PROCESS Selection of qualified Proposers will be based on the following quality and completeness of submitted proposal, understanding of project objectives, project approach, experience and expertise with public agencies and similar types of efforts, and references Additional questions may be asked of Proposers and interviews may be conducted Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated See EVALUATION CRITERIA for description of the RFP Item Proposed and Weighted Rankings Interviews may be held with the most qualified proposers based upon score rankings The most qualified proposer will be recommended to the Milpitas City Council for contract approval The Successful Proposer selected will enter into a contract with the City of Milpitas

BID PROTEST Should any interested party question or protest the award to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria, such question or protest must be made in writing to the Purchasing Agent All questions or protests must be filed and will be adjudicated in compliance with the City of Milpitas Municipal Code Section "I-2-3 19 –Bid Protest"

COMMUNICATION Each Proposer to this RFP must comply with the specified communication requirements Any Proposer who communicates concerning this RFP with parties or via methods not provided for in this RFP, may be subject to disqualification Such communication includes contact with City of Milpitas elected officials, staff, or any member of the Evaluation Committee regarding this RFP.

The City of Milpitas is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by written addendum

COMPENSATION/FEES All Proposals shall include the compensation proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Proposer's authorized representative. Fee proposals shall include everything necessary for the completion of work or otherwise fulfillment of the contract including but not limited to furnishing all labor, materials, equipment, tools, facilities and all management: overhead expenses and profit required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents Fee proposals must contain the information as outlined in the RFP Proposal Offer Form

COMPLIANCE WITH OR DEVIATION FROM RFP AND CONTRACT Proposer hereby agrees that the Services provided will meet all the requirements of the RFP including, without limitation, all Exhibits and in particular the Energy Services Contract ("Contract") attached hereto as Exhibit B and incorporated herein by this

reference, unless deviations from them are clearly indicated in the Proposer's proposal. **Proposer may submit an attachment entitled "Exceptions to RFP and Contract," which must be signed by Proposer's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception, the reason for which it is taken, and the suggested change.** Any such exception taken to the RFP or Contract may serve as a basis for rejection of the proposal as nonresponsive Failure to comply with the requirements of this provision shall serve as a waiver of the Proposer's right to challenge or otherwise take exception to any terms of the RFP or the Contract Submittal of a brochure, general list of terms and conditions, or other manufacturer literature is desirable but may not be a substitution for this requirement

CONFLICT OF INTEREST Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Proposer covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the City of Milpitas Through its submittal of a proposal, Proposer acknowledges that it is familiar with Section 87100 et seq and Section 1090 et seq of the Government Code of the State of California and will immediately notify the City if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions

CONTRACT DOCUMENTS EXAMINATION OF It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with the RFP, all attached exhibits including the Contract, responses to questions and addenda (if any), hereinafter referred to as Contract Documents Proposer shall satisfy themselves as to the character, quantity and quality of work to be performed and materials, labor, supervision, equipment, and appurtenances necessary to perform the work as specified by the Contract Documents The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve them from any obligations with respect to the RFP or Contract The submission of a proposal shall constitute an acknowledgment upon which the City of Milpitas may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of Contract Documents

DEFINITION OF TERMS For the purposes of this RFP, the following definitions will be used

a **Contractor.** The term "Contractor" refers to the party entering into a contract with the City of Milpitas as a result of this RFP Same as Successful Proposer
b **Evaluation Committee** An independent committee established by the City of Milpitas to review, evaluate, and score the proposals, and to recommend award to the Proposer that submitted the proposal determined by the committee to be in the best interest of the City of Milpitas.
c **May.** Indicates something that is not mandatory but permissible
d **Must/Shall** Indicates a mandatory requirement A proposal that fails to meet a mandatory requirement may be deemed non-responsive and not be considered for award
e **Proposer.** The person or firm making a legally binding offer
f **Proposal** The offer submitted by the Proposer
g **RFP** Acronym for Request for Proposal: same as Solicitation and Contract Documents
h **Should** Indicates something that is recommended but not mandatory Failure to do what "should" be done will not result in rejection of your proposal
i **Submittal Deadline** The date and time on or before all proposals must be submitted
j **Successful Proposer** The person, contractor, or firm to whom the award is made

DISQUALIFICATION OF PROPOSER If there is reason to believe that collusion exists among the Proposers, the City of Milpitas may refuse to consider proposals from participants in such collusion No person, firm, or corporation

under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested If there is reason to believe that collusion exists among the Proposers, the City of Milpitas may refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposal documents the completed Non-Collusion Declaration provided herein

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal nonresponsive **The documents that must be returned by the Submittal Deadline are listed on the form entitled "List of Documents to be Returned with Proposal" and attached hereto on page 23.**

EXECUTION OF CONTRACT The Contractor shall execute the Contract in substantially the form provided in this RFP A copy of the Contract is attached hereto as **Exhibit B – Sample Contract** and incorporated herein by this reference The Contract shall include, among other things, this RFP, any addenda, and the relevant scope and pricing terms under the Contractor's proposal Contractor shall sign all necessary documents and submit all required bonds (if applicable) and evidences of insurance within ten (10) days after personal delivery of the Notice to Proceed or within fifteen (15) days after such Notice of Proceed has been deposited in the United States mail One copy of the Contract will be returned to the Contractor after the City executes the Contract In case of failure of the Contractor to execute and return the Contract and all required documents within the time allowed, the City may, at its option, consider that the Proposer has abandoned the Contract After the Contract has been executed, including the insurance documents, certificates, and bonds, if applicable, Contractor agrees to commence work within ten (10) working days after the date of the Notice to Proceed

EXPERIENCE AND COMPETENCE The Successful Proposer shall be skilled and regularly engaged in the general class or type of work called for under the Contract and shall also have no less than **five (5)** years of experience in the magnitude and character of the work proposed It is the intention of the City of Milpitas to award a contract to a Proposer who furnishes satisfactory evidence that he or she has the requisite experience, ability, sufficient capital, and facilities to enable them to prosecute the work successfully and properly and to complete it within the time specified in the Contract To determine the degree of responsibility to be credited to the Proposer, the City of Milpitas will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty In selecting the proposal most advantageous to the City, consideration will be given to the general competency of the Proposer for the performance of the work specified in the RFP To this end, each Proposal shall be supported by a statement of the Proposer's experience on the form entitled "References," which is a part of the RFP

Contractor's personnel assigned to the contract awarded from this RFP shall each have a minimum of **five (5)** years of training and experience related to services of similar scope to this RFP Contractor will ensure that a full-time employee is assigned to the job as project manager for the duration of the contract and that he or she speaks English and has **three (3)** years of supervision experience in work of similar scope to this RFP These minimum qualifications shall be maintained throughout the contract duration

FORCE MAJEURE. If execution of the Contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather

INFORMED PROPOSER Each Proposer is expected to fully inform themselves as to the conditions, requirements, and specifications of the RFP before submitting proposals Failure to do so will be at Proposer's own risk, and they cannot secure relief on the plea of error

INTERPRETATION OF CONTRACT DOCUMENTS If any person is in doubt as to the true meaning of any part of the RFP or finds discrepancies or omissions in the RFP, they may submit a written request for an interpretation or correction through the Public Purchase website no later than the deadline for questions

When the City of Milpitas considers interpretations necessary, interpretations will be in the form of an addendum to the RFP, and when issued, will be posted on the Public Purchase website All such addenda shall become a part of the Contract Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Proposer, including any Proposer who obtained a RFP from anyone other than the Public Purchase, to check the website for addenda prior to submitting any proposal

To submit questions: 1) Log into the Public Purchase website: **2)** click on the title of the solicitation and the solicitation page will open up. **3)** find on the right-hand side of the page under "Questions", then click on [View Ask questions] and **4)** type in your question or request for clarification **Responses to questions/requests for clarification will be sent via e-mail notification to all registered Proposers.**

The deadline for asking questions related to this RFP is:
2:00 p.m. PDT on May 2, 2018

Questions answered on Public Purchase are considered to be a part of or clarification to the RFP and are considered to be addenda to be acknowledged by Proposers on the Proposal Form The City may also issue a separate addendum document in response to questions/requests for clarification It is the responsibility of each Proposer to ensure that they have registered on Public Purchase to receive all notifications To register, contact the Purchasing Division at 408-586-3163

Any Proposer obtaining a RFP from any source other than the City of Milpitas is responsible for contacting the City of Milpitas Purchasing Agent at the above reference telephone number and registering on Public Purchase

LICENSES The following license classifications are required for this Project a valid and current California C-27 and a C-61/D49 Contractor License Proposer represents that it is duly licensed and experienced in providing services similar to those being performed under this RFP and that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City

NOMENCLATURES The terms Successful Proposer, Successful Contractor, and Contractor may be used interchangeably in this RFP and shall refer exclusively to the Proposer with whom the City of Milpitas enters into a contract because of this RFP

NON-COLLUSION DECLARATION Each Proposer is required to submit a signed copy of the Non-Collusion Declaration with its proposal

OFFERS OF MORE THAN ONE PRICE Proposer is NOT allowed to submit more than one proposal

PRICE DISCREPANCIES In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern, and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given

for the individual items shall govern, and the total for the schedule will be corrected accordingly The Proposer will be bound by said corrections

PROPOSAL CONTENT (See Narrative Proposal) Proposer must describe in detail how they will meet the requirements of this RFP, and may provide additional related information with its proposal. **The proposal shall be presented in a format that numerically corresponds to the numbered sections outlined in the Narrative Proposal – Part 1. Responses to each section should be labeled to indicate which item is being addressed.** Proposals shall be straightforward and concise and provide "layman" explanations of technical terms that are used Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

The City is not liable for any costs incurred by Proposers before entering into a formal contract The costs of developing the proposals or any other such expenses, including but not limited to a preliminary IGA, incurred by any Proposer in responding to the RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the City

PROPOSAL MODIFICATIONS Any Proposer who wishes to make modifications to a proposal already received by the City must withdraw its proposal in order to make the modifications Withdrawals must be made in accordance with the terms and conditions of this RFP (see Withdrawal of Proposal) All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this RFP It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline

PROPOSAL PRICES AND NOTATIONS. All prices and notations must be in ink or typewritten Prices shall be stated in units and offers made separately on each item In case of conflict between unit prices and extended prices, unit prices will govern Where there is a conflict between words and figures, words will govern

PROPOSAL RESULTS Proposals are downloaded from the Public Purchase website A Proposal results tabulation with the names of Proposers will be posted on the Purchasing page of the City website after contract award, if any The City of Milpitas reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the RFP or subsequent addenda

PUBLIC AGENCY ("Piggyback Clause") It is intended that any other public agency is permitted to purchase under the terms submitted in response to this procurement Any participating public agency shall accept sole responsibility for the placing of orders, arranging for delivery and/or services, and making payments to the Contractor The City of Milpitas will not be liable or responsible for any obligations, including but not limited to financial responsibility, in connection with participation by other public agencies

RECYCLED PRODUCT PROCUREMENT The City is committed to the conservation and protection of state and local resources, therefore

a For all paper materials of any kind delivered to the City, by a contractor, supplier, or consultant, whether in the form of a product such as a cup or a deliverable such as a report, shall use recycled paper that bears an imprint identifying the recycled content of the paper as not less than the 30% post-consumer fiber as specified in Section 12209 of the Public Contract Code A product such as a cup may have the identifying logo and/or language on the packaging, while a deliverable such as a report shall have the identifying logo on the first page This shall apply to all paper materials delivered to the city whenever practicable

b Contractors and consultants shall use both sides of paper sheets whenever practicable

REJECTION OF PROPOSALS AND WAIVER OF INFORMALITIES Issuance of this RFP and receipt of proposals does not commit the City to award a contract The City reserves the right to waive any irregularities and to reject any proposals, all proposals, or any part of any proposal presented and re-advertise for proposals The City reserves the right to cancel the RFP and make no award. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency The City expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due to the City

RULES FOR SUBMITTING PROPOSALS

a **Submittal Deadline** Proposals must be uploaded to the Public Purchase website by the Submittal Deadline shown in this solicitation and any subsequent addenda to this RFP

b. **Responsibility** Proposers are solely responsible for ensuring their proposal is successfully uploaded onto the Public Purchase website in accordance with the solicitation requirements, before the Submittal Deadline The City of Milpitas shall not be responsible for any delays in transmission errors or delays Proposals must be uploaded in Microsoft Word, Excel or Adobe PDF format as specified in the RFP, using as few files as possible Do not wait until the last minute to upload files as delays can occur In the event that there is a problem uploading documents, contact Public Purchase at 1-800-591-5546

c **Extension of Submittal Deadline** The City of Milpitas reserves the right to extend the Submittal Deadline when it is in the best interest of the City of Milpitas

d **Forms.** To be considered for award, each proposal shall be made on forms furnished by the City of Milpitas in this RFP

e **Late Proposals.** The Submittal Deadline it is firm Proposals will not be accepted after the Submittal Deadline

f **Signature.** To be considered for award, each proposal shall be signed by an authorized representative of the Proposer

SUBMITTAL METHOD Proposals must be submitted electronically through the Public Purchase website at www.publicpurchase.com

TAXES Successful Proposer shall pay all federal, state and local taxes, levies, duties, and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the City from any liability on account of any and all such taxes, levies, duties, assessments, and deductions Proposal prices shall include said taxes

TERMS OF THE OFFER The City reserves the right to negotiate final contract terms with any Proposer selected Specific exceptions to this general rule may be noted in the final executed contract Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in the evaluation of the proposal Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal

WITHDRAWAL OF PROPOSAL Following the Submittal Deadline, Proposer may not withdraw its proposal for a period of ninety (90) calendar days from the date of opening, and the proposal must remain open and firm At no time may the Successful Proposer(s) withdraw their proposal. Proposer's authorized representative may withdraw proposals through the Public Purchase website prior to the Submittal Deadline

TERMS AND CONDITIONS

ACCEPTANCE PERIOD Unless otherwise specified herein, proposals remain open and are firm for a period of not less than ninety (90) calendar days from the proposal submission deadline

ANTI-DISCRIMINATION It is the policy of the City of Milpitas that in connection with all work performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status The contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1735 In addition, the contractor agrees to require like compliance by any subcontractor employed on the work

ASSIGNMENT OF RIGHTS OR OBLIGATIONS Except as noted hereunder, Successful Proposer may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the City of Milpitas

AUTHORITY OF THE CITY OF MILPITAS Subject to the power and authority of the City of Milpitas as provided by law in this contract, the City of Milpitas shall in all cases determine the quantity, quality, and acceptability of the work, materials, and supplies for which payment is to be made under this contract The City of Milpitas shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder

BUSINESS LICENSE If the scope of work under this bid includes performing services or installation on City of Milpitas property, the Successful Proposer must have a current City of Milpitas Business License Inquiries regarding Business License may be directed to the Finance Department at 408-586-3100 Business Licenses are not required for materials or equipment shipped by U.S mail or common carrier

CANCELLATION OF THE CONTRACT **Without** CAUSE, the City of Milpitas may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor **With cause**, the City of Milpitas may cancel this contract at any time with ten (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the City of Milpitas and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract The Successful Proposer may not cancel this contract without prior written consent of the City of Milpitas Purchasing Agent

If the agreement is terminated, for any reason, the Contractor shall turn over any and all records to the City within fifteen (15) working days after completion of duties contained in the agreement.

In the event of cancellation. The City shall only be liable for payment of services performed or goods delivered and accepted or approved by the City prior to the effective date of the termination.

CHANGES IN WORK The City of Milpitas may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City of Milpitas may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the City of Milpitas. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the item prices of contractor's proposal.

CITY REPRESENTATIVE **Robert Hill, Public Works Manager** shall represent the City in all matters pertaining to the services to be rendered under this Solicitation. all requirements of City pertaining to the services and materials to be rendered under this Solicitation shall be coordinated through the City Representative

CLEAN-UP It is the Contractor's responsibility to properly dispose of all rubbish and waste materials according to applicable federal. state and local health. safety. and environmental laws. ordinances. rules and regulations Should the Contractor neglect or refuse to remove such unsatisfactory work or materials within forty-eight (48) hours after the receipt of the above mentioned notice. or if they fail to make satisfactory progress in doing so. the City may cause said work or materials to be removed and charges to the Contractor Such expense shall be deducted from any monies due or to become due the Contractor under the agreement

CLEAN-UP COST. Proposer shall include in the proposal. all costs for cleanup during performance and upon completion of work on this project Successful Proposer will remove all unused equipment and instruments of service. all excess or unsuitable material. trash. rubbish and debris. and legally dispose of same. unless otherwise directed by these specifications Successful Proposer shall leave entire area in a neat. clean. and acceptable condition as approved by **Robert Hill, Public Works Manager**

COMPENSATION ADJUSTMENT The stated rates are fixed for the first twelve (12) months After twelve (12) months from the date this Agreement is entered into by both parties ("anniversary date"). and each twelve (12) months thereafter. these rates may be negotiated by the Contractor and the City. provided Contractor submits written notice to City of Contractor's request to revise the rates ninety (90) calendar days prior to the anniversary date of this Agreement Both parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the "Consumer Price Index – All Urban Consumers Consumer Price Index Series ID CUURS49BSAO Not Seasonally Adjusted Series Title All items in San Francisco-Oakland-Hayward. CA all urban consumers. not seasonally adjusted Area San Francisco-Oakland-Hayward CA Item All Items Base Period 1982-84=100 April 2018 over April 2019)" as published by the U.S. Department of Labor. Bureau of Labor Statistics. to a maximum of 5%. whichever is less A negative index will result in rates remaining the same

CONFIDENTIAL OR PROPRIETARY INFORMATION OF THE CITY OF MILPITAS Contractor understands and agrees that. in the performance of the contracted work or services or in contemplation thereof. Contractor may have access to private or confidential information which may be owned or controlled by the City of Milpitas and that such information may contain proprietary or confidential details. the disclosure of which to third parties may be damaging to the City of Milpitas Contractor agrees that all information disclosed by the City of Milpitas to Contractor shall be held in confidence and used only in the performance of contracted work or services Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data

CONTRACT INCORPORATION The contract embodies the entire contract between the City of Milpitas and the Contractor The parties shall not be bound by or be liable for any statement. representation. promise. inducement or understanding of any kind or nature not set forth herein. No changes. amendments. or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation. all addenda. all of Proposer's successful submittal. supplemental agreements. change orders. applicable bond(s). and any and all written agreements which alter. amend or extend the contract

CONTRACT SUBJECT TO APPROPRIATION OF FUNDS The Successful Bidder understands and accepts that at all times. the contract awarded from this solicitation is subject to appropriation of funds by the Milpitas City Council The contract awarded from this solicitation may terminate without penalty. liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year. the contract will terminate. without penalty. liability or

expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the contract in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the contract. This section controls against any and all other provisions of the contract.

CONTRACT TERM The contract term will be from July 1, 2018, through June 30, 2023 The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the contract.

CONTRACTOR RESPONSIBILITY. Any work completed by the contractor that does not meet the quality standards as determined by the City of Milpitas' project manager, shall be re-done by the contractor at no cost to the City In the event contractor's work repeatedly does not meet the quality standards, the City reserves the right to terminate contract without any cost to the City

DAMAGE The contractor shall be held responsible for any breakage, loss of the City of Milpitas' equipment or supplies through negligence of the contractor or their employee while working on the City of Milpitas's premises The contractor shall be responsible for restoring or replacing any equipment, facilities, etc so damaged The contractor shall immediately report to the City of Milpitas project manager any damages to the premises resulting from services performed under this contract Failure or refusal to restore or replace such damaged property will be a breach of this contract

FORCE MAJEURE If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City of Milpitas, in writing, within twenty-four (24) hours, after the delay Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather

FORMATION OF CONTRACT. Proposer's signed Proposal and City of Milpitas' fully executed contract shall constitute a binding contract

INDEMNIFICATION To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782 8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this Section that may be brought or instituted against City or its officials, officers, employees, volunteers and agents Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall

survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers

INDEPENDENT CONTRACTOR Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by the City of Milpitas under contract Contractor or any agent or employee of Contractor shall not have employee status with the City of Milpitas, nor be entitled to participate in any plans, arrangements, or distributions by the City of Milpitas pertaining to or in connection with any retirement, health or other benefits that the City of Milpitas City of Milpitas may offer its employees Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor provided same Nothing in this solicitation nor the contract awarded thereof shall be construed as creating an employment or agency relationship between the City of Milpitas and Contractor or any agent or employee of Contractor Any terms in the contract awarded from this solicitation referring to direction form the City of Milpitas shall be construed as providing direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained The City of Milpitas does not retain the right to control the means or the method by which Contractor performs work under the contract It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the City of Milpitas

INSURANCE REQUIREMENTS Within ten (10) consecutive calendar days of award of contract, Successful Proposer must furnish the City of Milpitas with the Certificates of Insurance proving coverage as specified in **Exhibit C – Insurance Requirements - General** Failure to furnish the required certificates within the time allowed will result in forfeiture of the contract

LAWS GOVERNING CONTRACT This contract shall be in accordance with the laws of the state of California The parties stipulate that this contract was entered into in Santa Clara County, in the State of California. The parties further stipulate that Santa Clara County, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from

PROPRIETARY INFORMATION The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City of Milpitas for honoring such a designation The failure to so label any information that is released by the City of Milpitas shall constitute a complete waiver of all claims for damages caused by any release of the information If a public records request for labeled information is received by the City of Milpitas, the City of Milpitas will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information Failure to so act shall constitute a complete waiver.

RIGHTS RESERVED (a) Rejection of Work Contractor agrees that the City of Milpitas has the right to make all final determinations as to whether the work has been satisfactorily completed (b) Completion of Work If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, the City of Milpitas reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor.

RECORDS CREATED AS PART OF CONTRACTOR'S PERFORMANCE. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other

documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City at any time upon demand of the City It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use Failure by Contractor to deliver these documents to the City within the time period specified by the City shall be a material breach of this Agreement

SEVERABILITY If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable

SPECIFICATIONS, CHANGES TO The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties

SPECIFICATIONS, DEFINITION The term "specification" as used in this solicitation shall be interpreted to mean all the pages that make up this specification, including all Appendices, Exhibits, or Attachments

WARRANTY The Contractor shall guarantee that work performed under this contract shall meet or exceed all applicable requirements of the latest revisions of all applicable Building Codes, OSHA Mechanical, National Electrical, Unified, and International Building and Plumbing codes and the City of Milpitas' Municipal Code, federal and state rules and regulations, as applicable

a) Workmanship. The Contractor shall guarantee all work against any defects in workmanship to the extent the resulting work product shall remain functional and in good order for the warranty period If any defects or signs of deterioration are noted within the warranty period which in the City's opinion are due to faulty workmanship or materials, the Contractor, upon notification and at his/her expense, shall make the necessary repairs to satisfactory correct any system deficiency The Contractor shall automatically make such repairs upon call-back for servicing to correct the same malfunction

b) Warranty period Shall be for a period of one year after completion of the installation and date of acceptance which is defined as the date of final payment for the work The warranty period includes the manufacturer's warranty and the Contractor's, whichever is the later period Contractor shall unconditionally guarantee the materials used in performance of this contract are within the specified guidelines and recommendations of the manufacturer's warranty

c) Completion of warranty work All warranty work shall be completed within five (5) working days from notice of defect The Contractor shall bear all costs of correcting rejected or defective work and perform such work within the timeline otherwise agreed to in writing between the City and the Contractor

d) Cover Clause If the Contractor fails to deliver or perform as ordered, or within the time specified, or within reasonable time as interpreted by the City, or fails to make replacement of rejected or defective items or services, whether so requested immediately or as directed by the City, the City may purchase goods or services from other sources to take the place of the goods or services rejected found defective or not delivered. The City reserves the right to authorize immediate purchase (within 24 hours) from other sources against rejections on any contract when necessary On all such purchases, the Contractor agrees to reimburse the City promptly for excess costs occasioned by such purchases. Should the cost be less, the Contractor shall have no claim to the difference Such purchases may be deducted from the outstanding

invoices or claims, or charged back against future invoices **The City may also require a Performance Bond for the remaining contract duration.**

SPECIAL PROVISIONS FOR SERVICES

APPRENTICES USE OF Use of Apprentices CONTRACTOR agrees to comply with Chapter 1. Part 7. Division 2. §1777.5 et seq of the California Labor Code These sections require contractors and subcontractors to employ apprentices in apprentice-eligible occupations in a ratio of not less than one hours of apprentice work for each five hours of journeyman work (unless an exception is granted in accordance with §1777.5). and the contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex. race. religion. creed. national origin. ancestry. or color Only apprentices as defined in §3077. who are in training under apprenticeship standards and who have written apprentice agreements will be employed on public works in apprentice-eligible occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprentice-eligible occupations

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT CONTRACTOR agrees in accordance with Section 1735 and 1777.6 of California Labor Code. and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder. no contractor. material supplier or vendor shall. by reason of race. color. national origin or ancestry. or religion. discriminate against any person who is qualified and available to perform the work to which such employment relates

LIQUIDATED DAMAGES Time is of the essence of this contract Failure to start and complete all work specified within the time allowed shall constitute material breach of contract The time allowed will be calculated from the date of the Award through the Maximum Completion/Delivery Time indicated by the Successful Bidder/CONTRACTOR on their Bid Form or approved Work Order for the completed work or delivery of the goods specified Failure of Successful Bidder to complete the work or deliver the goods within the time allowed will result in damages. and for each consecutive day in excess. the contractor shall pay to the of Milpitas the sum equal to actual damages or Two Hundred Fifty Dollars and Zero Cents (**$250.00**) per calendar day Such amount shall not be construed as a penalty but as a minimum value of liquidated damages that may be deducted from payment due to the contractor if such delay occurs.

PERMITS Unless otherwise specified herein. CONTRACTOR shall at their expense. obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract. and shall give all public notices necessary for the lawful performance of the contract CONTRACTOR shall pay all taxes. levies. duties and assessments of every nature due in connection with any work under the contract. shall make any and all payroll deductions required by law. and shall indemnify and hold harmless the City of Milpitas from any liability on account of any and all such taxes. levies. fees. duties. assessments and deductions

PRE-START UP MEETING The contractor shall not commence work until a meeting between representatives of the contractor and the City of Milpitas is held The meeting will be held at Public Works Department. 1265 N Milpitas Blvd. Milpitas. CA 95035. at a time and date later to be established by CITY Representative

PREVAILING WAGES. Proposers shall comply with all applicable laws and regulations of the federal. state and local government. Proposers are hereby notified of the requirements of California Labor Code Sections 1720 *et seq* and 1770 *et seq* ("Prevailing Wage Laws"). which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Scope of Services is being performed as part of an applicable "public works" or "maintenance" project. as defined by the Prevailing Wage Laws. and if the total compensation is $1.000 00 or more. Proposers shall agree to fully comply with such Prevailing Wage Laws. if applicable The successful Proposer shall defend. indemnify and hold CITY. its officials. officers. employees and agents free and harmless from any claims. liabilities. costs. penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws It shall be mandatory upon

the successful Proposer and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777 1).

Pursuant to Labor Code Sections 1725.5 and 1771 1, the Proposers and any subcontractors must be registered with the Department of Industrial Relations The successful Proposer shall maintain registration for the term of the agreement and require the same of any subcontractors, as applicable. This Scope of Services may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations It shall be the Proposers' sole responsibility to comply with all applicable registration and labor compliance requirements.

The CONTRACTOR and all subcontractors on this project shall provide copies of all certified payrolls electronically to the CITY and the California Department of Industrial Relations at the end of each month or more frequently as directed

SAFETY The CONTRACTOR and their respective employees are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services CONTRACTOR and Subcontractor (s) shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract In case of conflict, the most stringent safety requirement shall govern The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions judgments, fines, penalties and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph

1 Material Safety Data Sheets The CONTRACTOR shall be required to have in their possession at the location of each project and available upon request, material safety data sheets applicable to hazardous substances

2 The CONTRACTOR shall provide all necessary safety cones, barriers and equipment at the job site during the execution of work, and alert building occupants of potential hazards

3 The CONTRACTOR's employees are to report any safety hazards, evidence of misuses or damages to the equipment or environmental problems directly to CITY's Representative

4 CONTRACTOR shall be solely responsible for the safety of CONTRACTOR's employees and others relative to CONTRACTOR's work, work procedures, materials, equipment, transportation, signage and related activities and equipment

SAFETY, FIRST AID REQUIREMENTS Successful Bidder shall comply with the provisions of California Code of Regulations Section 1502 & 1512, et seq regarding safety and first aid kits on site The Successful Bidder shall also comply with the requirements of the California Manual of Temporary Traffic Controls, 2007 Edition, Section 6D 03 Worker Safety Considerations. **A copy of the Cover page and Table of Contents of the Proposer's safety plan shall also be included in their proposal.**

SUBCONTRACTOR AGREEMENT TO TERMS OF THIS SOLICITATION. A proposal submitted in response to this RFP must identify all subcontractors, and outline the contractual relationship between the awarded Bidder and each subcontractor **It is the Proposer's responsibility to ensure that an official of each proposed subcontractor has read and signs the SUBCONTRACTOR'S ACCEPTANCE OF SOLICITATION REQUIREMENTS and will agree to the specification requirements of any contract resulting from this solicitation.**

SUBCONTRACTOR COMPETENCY The Successful Bidder will be required to establish to the satisfaction of the City of Milpitas the competency, reliability, and responsibility of the subcontractors proposed to furnish or perform the work described in the contract documents Before the award of the contract, the City of Milpitas will notify the Proposer in writing if, after due investigation, the City of Milpitas has reasonable objection to any proposed subcontractor If the City of Milpitas has reasonable objection to any subcontractor, the Proposer shall submit an acceptable substitute to the City of Milpitas

Entities proposed by the Proposer to be used as subcontractors, and to whom the City of Milpitas has made no reasonable objection, must be used on the work for which they were proposed and shall not be changed except with the written consent of the City of Milpitas

SUBCONTRACTOR INFORMATION If the proposal offer includes the use of subcontractors, the Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services Contractor's license numbers must be provided, for work where a Contractor's license is required In compliance with the provisions of Section 4100 thru 4109 of the Public Contract Code of the State of California and any amendments thereto, the undersigned Bidder shall list on the **SUBCONTRACTORS LIST FORM** the name, business address, and portion of the work of each subcontractor who will perform work, labor, or render services to the Bidder under this bid in excess of one-half (1/2) of one percent (1%) of the total bid, or in the case of streets or highways including bridges, in excess of one-half (1/2) of one percent (1%) of the total bid or Ten Thousand Dollars and Zero Cents ($10,000 00), whichever is greater

The Proposer agrees that any portions of the work in excess of one-half (1/2) of one percent (1%) of the total amount of this bid, or Ten Thousand Dollars and Zero Cents ($10,000 00), if applicable and for which no subcontractor is designated herein, will be performed by the Proposer

It is the intention that not more than ten (10) percent of work shall be subcontracted The listing for subcontracted work of more than ten (10) percent may cause a rejection of the proposal, if in the opinion of the CITY, such extensive contracting is undesirable

After the proposal submittal deadline, no changes or substitutions will be allowed except as otherwise provided by law The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted Errors in the completion of the form or a failure to comply with this requirement may render the bid non-responsive and may cause its rejection The CONTRACTOR is prohibited from performing work with a subcontractor who is debarred pursuant to Labor Code Sections1777 1 or 1777 7

SUBCONTRACTOR REFERENCES For all subcontractors that will be used on this project, Proposers must provide a minimum of two (2) references from similar projects performed for any local government clients within the last three (3) years Information provided shall include

a Client name,
b Project description and dates (starting and ending),
c Technical environment,
d Staff assigned to reference engagement that will be designated for work per this RFP,
e Client project manager's name and telephone number.

SUBCONTRACTOR SUBSTITUTION The provisions of the California Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100-4113) are incorporated herein by this reference.

SUBCONTRACTOR CERTIFICATE OF COMPLIANCE. Insurance of subcontractors See, **EXHIBIT C – Insurance Requirements – General** page 61, clause, "Subcontractors"

WORKFORCE The CONTRACTOR and all employees shall perform the services in a timely, professional and efficient manner The CITY reserves the right to remove any employee from CITY property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations

1 The CONTRACTOR shall employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor The CITY reserves the right to verify citizenship or right to work in the United States

   a. **The CONTRACTOR shall process background checks on all employees assigned to a project prior to commencement of work and deliver a copy to the CITY Representative.**

2 The CONTRACTOR's service personnel shall be equipped with the appropriate equipment and tools for testing and servicing In addition, The CONTRACTOR's service personnel shall operate out of an adequately stocked service vehicle

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

LIST OF DOCUMENTS TO BE RETURNED WITH PROPOSAL - REVISED

REQUIRED PROPOSAL DOCUMENTS TO BE RETURNED	RFP page number (or reference)	INCLUDED *(Indicate Yes or No for items 1 through 8)*	IF NOT, EXPLAIN
1 This form	23	YES	
2 Narrative Proposal – Part 1 (Including Company profile and Execution Plan)	24	YES	
3 Proposal Offer Form – Part 2	27	YES	
4 Financial Responsibility (Capacity) Audit or Proof of Line of Credit	26	YES	
5 Non-Collusion Affidavit	36	YES	
6 Proposer's Statement Regarding Insurance Coverage	37	YES	
7 Worker's Compensation Insurance Certificate	38	YES	
8 Nondiscriminatory Employment Certificate	39	YES	
9 Apprenticeship Standards Certificate	42	YES	
10 Contractor References	43	YES	
11 Copy of C-27 and a C-61 D-49 Contractor License	5	YES	
12 Copies of Professional Certifications and or Licenses	26	YES	
13 Copy of Coversheet and Table of Contents of Proposer's Safety Plan	20	YES	

Failure to complete, sign (where required), and return the above documents with your proposal may render it non-responsive and thus be rejected by the City of Milpitas.

ACKNOWLEDGEMENT

PROPOSER NAME (Company Name) West Coast Arborists, Inc

PRINT NAME AND TITLE OF AUTHORIZED OFFICIAL OFFERING THE PROPOSAL

Patrick Mahoney, President

AUTHORIZED SIGNATURE _____ Date 5 10 18

PART 1 - NARRATIVE PROPOSAL – DO NOT RETURN THIS PAGE

MAXIMUM LENGTH SHALL NOT EXCEED 20 PAGES

NARRITAVE PROPOSAL FORMAT – Use this as a guide to write your proposal.

In order to be fully compliant with the requirements of the RFP please follow this format exactly siting each heading (Cover Letter, General Description of the Firm, etc.). You many include any information you feel is relevant to your proposal, but at a minimum include each and every numbered item below in your written narrative proposal.

1 **Cover Letter** – The cover letter shall answer questions A through H

a The cover letter is to introduce the Proposer and should contain the names, title, address, and telephone numbers of the individual(s) with the authority to bind the Proposer during the period that the proposals are being evaluated

b The cover letter shall identify the legal form of the firm, and if a corporation, shall identify in which state the firm was incorporated

c The cover letter shall be signed by a principal of the firm or other person authorized to act on behalf of the firm

d The proposal shall identify the location of the firm's home office, and whether or not the firm has management staff in the San Jose/Oakland/San Francisco area

e Number of employees

f. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP

g Length of time Proposer has been providing services described in this RFP Please provide a brief description

h Proposer should include in their proposal a complete disclosure of any alleged significant **prior or ongoing** contract failures, any civil or criminal litigation or investigation **pending** which involves the Proposer or in which the Proposer has been judged guilty or liable If "**None**" proposer shall state as follows.

"Proposer has no prior or ongoing contract failures, civil or criminal litigation or pending investigation."

Failure to comply with this provision may disqualify any proposal.

2. **Company Profile** – The Proposer shall provide a general description of the firm, including a brief history and its experience in providing similar services as those requested in this RFP which shall include

a Documentation of the technical ability and experience similar in scope to the project.

b.A description of previous experience, including urban forestry management Project of similar nature and scope

c. A written description of the proposed software program to be used to manage the City's Tree Inventory and firm's ability to provide accurate inventory updates for all trees serviced

d A statement describing the firm's ability to provide tree inventory data for the City's Geographic Information System (GIS) Data shall be compatible with the City's GIS program.

3. **Execution Plan** – The plan represents the Proposer's offer of services to the City. The proposed execution plan must include a detailed work plan describing how the proposer will meet the project objective in the most cost effective manner This section is to provide a detailed explanation of the proposer's approach in performing the services described in the RFP section. Scope of Work

The Execution Plan shall also including the following

a The methodology in which the firm will handle complaints from the public and damage to public and private property.

b A description of the Proposer's plan to report green waste generated and the method for its disposal

c All equipment to be used to fulfill this contract must meet state and federal safety requirements, and have appropriate, up-to-date safety certifications as required

d A statement describing the Proposer's ability to acquire and purchase trees for the City's planting program Include a description of the facility where the trees are to be stored

e A statement specifying the Proposer's guaranteed response time

f A description of work activities that includes but not limited to the following activities

- Grid Pruning
- Service Request Response
- Planting
- Removal
- Emergency Response Protocol

4. **Personnel Assigned** – Include all of the following

a A project manager authorized to act on behalf of the Proposer must be designated and must be the principal contact for the City for all work performed under this solicitation

b Identify any individuals expected to have backup responsibilities

c Provide a brief resume/background of the specific individuals assigned to this project, resumes should not exceed one paragraph per person

d The proposal shall state that no changes in key personnel are to be made without written consent of the City

e The proposal shall identify at least two (2) ISA Certified Arborists who have at least five (5) years' experience in the field of urban forest management that will be responsible for providing project management throughout the life of the contracts as well as a full-time English speaking Project Supervisor who is an ISA Certified Arborist, capable of communicating with any City representative and be authorized to act on behalf of the Proposer

f Complete list of staff assigned to the project (with relevant qualifications) including but not limited to

i Certified Arborists

ii Certified Tree Workers
iii Certified Utility Arborists
iv Utility Line Clearance Specialist
v Certified Wildlife Protectors
vi California State Licensed Pest Control Advisor
vii California State Licensed Pest Control Applicator
viii Consulting Arborist employed by the Proposer to consult on tree health issues

For any of the work classifications listed above that you use in your proposal, Provide a copy of their Professional Certification, License, etc. with your proposal

If, and when the City interviews prospective Proposers, such persons shall be in attendance and materially contribute to the discussion

5. **References** – This section shall consist of a list of three references for work of a similar nature as that required by the City, performed within the last three years See **"Contractor References" page 43.**

6. **Proposed Compensation** – **(See: Proposal Offer Form, page 27)**

7. **Financial Responsibility (Capacity):** Proposer shall submit its most recent audited financial statement evidencing proposer's financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) - day period If said financial statement does not reflect full ninety (90) day operational capacity, proposer may include a letter of credit as evidence of supplemental capacity

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

PART 2 - PROPOSAL OFFER FORM - REVISED

RFP No. 2233 – City-Owned Tree Maintenance

To City of Milpitas
455 E Calaveras Blvd
Milpitas, CA 95035-5411

From. West Coast Arborists, Inc
Name of Proposer
2200 E Via Burton
Mailing Address
Anaheim, CA 92806
City, State and ZIP

CONTRACTOR'S PROPOSAL
The undersigned Proposer agrees that they will contract with the City of Milpitas to provide all necessary labor supervision, machinery, tools, apparatus and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that Proposer will take in full payment the amount set forth hereon

RFP No 2233 – City-Owned Tree Maintenance, in its entirety, all Addenda, and the following documents by this reference are hereby offered as a part of the contract to be awarded

1 Terms And Conditions
2 Special Provisions For Services
3 Narrative Proposal - Part 1
4 Proposal Offer Form - Part 2
5 Subcontractors List (if applicable)
6 Subcontractors References (if applicable)
7 Subcontractors Acceptance Of Solicitation Requirements (if applicable)
8 Certificate Of Compliance Insurance Of Subcontractors (if applicable)
9 Non-Collusion Affidavit
10 Proposer's Statement Regarding Insurance Coverage
11 Worker's Compensation Insurance Certificate
12 Nondiscriminatory Employment Certificate
13. Apprenticeship Standards Certificate
14 References
15 Exhibit A - Scope Of Work
16 Exhibit C - Insurance Requirements
17. Exhibit D - Tree Zone Map
18 Exhibit E - New Tree Planting Standard
19 Attachment A - Integrated Pest Management Summary
20. Public Purchase Addenda And Questions

The cost of all labor and materials necessary for the completion of the work itemized. even though not shown or specified. shall be included in the unit price for the various items shown hereon The contract requires printing and related services on an as-needed basis

Proposal Offer Form – Costs
City-Owned Tree Maintenance

KEY SERVICES

Key Services (Section A)	Unit	Unit Price	Estimated Annual Units*	Extended Price
Light Pruning	Each	$ 59 00	700	$ 41,300.00
Grid Pruning	Each	$ 99 00	2100	$ 207,900 00
Large Scale Prune	Each	$ 325 00	700	$ 227,500.00
Service Request Prune	Each	$ 450 00	As Needed	$ 450 00
Emergency Crew (Three crew members. minimum 3 hours)	Per Hour	$ 360 00	N/A	$ 360 00
			Section A Total	$ 477,510 00

* Please note that the figures provided in Estimated Annual Units is not an engineer s estimate of expected work but provided only as a uniform example to assist with the mathematical computation of pricing

ON-CALL SERVICES (Sections B – F)

Removals (Section B)	Unit	Unit Price
Tree and Stump Removal	Each	$ 1,700 00
Tree Only Removal	Each	$ 1,400 00
Stump Only Removal	Each	$ 300 00
	Section B Total	$ 3,400 00

Inspections (Section C)		
Inspections Report (Including Risk Assessment)	Per Tree	$ 450 00
Consultant Arborist Inspection (Level 1. 2. or 3)	Per Hour	$ 140 00
	Section C Total	$ 590 00

Planting Designated Species (Section D)		
Plant 15 Gallon with Root Barrier	Each	$ 249 00
Plant 24-inch Box with Root Barrier	Each	$ 379 00
Plant 36-inch Box with Root Barrier	Each	$ 949 00
Plant 48-inch Box with Root Barrier	Each	$1,749 00
Plant 60-inch Box with Root Barrier	Each	$4,889 00
	Section D Total	$7,873.00
Planting Special Variety Trees (Section E)		
Plant 15 Gallon with Root Barrier	Each	$ 299 00
Plant 24-inch Box with Root Barrier	Each	$ 449 00
Plant 36-inch Box with Root Barrier	Each	$ 1,139 00
Plant 48-inch Box with Root Barrier	Each	$ 1,999 00
Plant 60-inch Box with Root Barrier	Each	$ 5,889 00
	Section E Total	$ 9,775 00

Specialty Services (Section F)	Unit	
Root Pruning with 12-inch Barrier	Per Foot	$ 20 00
Root Pruning with 18-inch Barrier	Per Foot	$ 30 00
Watering of young trees. water truck and operator	Per Day	$ 850 00
	Section F Total	$ 900 00
Crew Rental (M-F. Reg Business Hours	Per Man Hour	**$ 90.00**
Specialty Equipment Rental (Crane. 95ft Aerial Tower)	Per Man Hour	**$ 90.00**

Total Cost of Key Services – Section A (Written in Figures)

$ 477,510 00

Total Cost of Key Services – Section A (Written in Words)

$ Four hundred seventy-seven thousand five hundred ten

Total Cost of On-Call Services (Section B+C+D+E+F) (Written in Figures)

$ 45,418 00

Total Cost of On-Call Services (Section B+C+D+E+F) ((Written in Words)

$ Forty-five thousand four hundred eighteen

Where there is a discrepancy between words and figures. WORDS WILL GOVERN

The CONTRACTOR shall furnish materials. supplies and parts. as required to perform on-call. emergency and other related services However. if equipment failure is covered under warranty. the CONTRACTOR shall not charge the CITY for service calls

WHERE APPLICABLE ALL BIDDERS ARE REQUIRED TO INCLUDE THE DEPARTMENT OF INDUSTRIAL LABOR CLASSIFICATION PRINTOUT FOR EACH CLASSIFICATION USED IN THE BID.

Landscape Maintenance Services Crew Costs: Craft Tree Maintenance Laborer

Journeymen Level Area #1	Classification	Sr. Tree Trimmer	Number	NC 102 X.21 2018 1
	Classification	Tree Trimmer	Number	NC.102.X.21 2018 1
Other _____	Classification	Groundsperson	Number	NC 102 X 21 2018 1
	Classification	_____	Number	_____
Apprentice Level	Classification	_____	Number	_____
	Classification	_____	Number	_____

Regular working hours shall be Monday through Friday. 8:00 a.m to 5:00 p.m.. local time Some locations may require an accommodation for uninterruptable operations in the event that the circumstances impact operations Otherwise. only emergency work shall be performed on Saturdays and Sundays

Labor costs for all classifications applicable to providing on-call. emergency and other related services shall be provided on the form provided in this section of the proposal offer form

Hourly labor rates shall be provided in actual wage rates paid to workers under the contract pursuant to prevailing wages. plus a mark-up that will account for all other costs associated with the work to be performed The labor mark-up shall include all profits. administrative overhead. and cost including but not limited to: equipment if not specified otherwise. travel. vehicles. small tools. materials. supplies and other expendables required to complete the specified work **Labor costs will be evaluated based upon forty (40) hours of service.**

ITEM NO.	DESCRIPTION – If your title for Positions 1 2 3 and/or 4 is different than ours please fill in the blank	REGULAR HOURLY RATE	OVERTIME WEEKDAY HOURLY RATE	OVERTIME WEEKEND HOURLY RATE	OVERTIME HOLIDAY HOURLY RATE
1	Crew Supervisor (Area/Supervisor/Mgr)	$99 00	$ 129 00	$ 129 00	$ 129 00
2	Crew Forman (St Tree Trimmer)	$89 00	$ 119 00	$ 119 00	$ 119 00
3	Irrigation Tech ( )	$89 00	$ 119 00	$ 119 00	$ 119 00
4	Landscape Maintenance Laborer (Groudsperson)	$89 00	$ 119 00	$ 119 00	$ 119 00
5	Other Labor Rate Specify Type of Labor Certified Arborist	$140 00	$ 140 00	$ 170 00	$ 170 00
6	Other Labor Rate Specify Type of Labor Tree Trimmer	$ 89 00	$ 119 00	$ 119 00	$ 119 00
7	Other Labor Rate Specify Type of Labor	$	$	$	$
8	Other Labor Rate Specify Type of Labor	$	$	$	$
9	Labor Markup percentage %				
10	Minimum Hours (if any) 2 0				
11	Mark-up percentage (%) if any off Contractors verified invoice cost for materials will be 10% (Max 10%)				
12	Markup percentage (%) for rented Equipment 10% (Max 10%)				

Total Minimum Service Call $ 500 00 Hours 1

Maximum response time to Emergency Calls (normal business hours). 1 Hour

Maximum response time to Emergency Calls (non-business hours) 2 Hour

CERTIFICATION OF PROPOSER

By listing the Addenda Numbers below and checking the box next to "ADDENDA" below, Proposer acknowledges receipt of Addenda Number (s) 1, ___, ___, ___, from the Public Purchase website pertaining to this Solicitation (if any). ADDENDA: ☐

By checking the box next to "QUESTIONS" below, Proposer acknowledges receipt of Questions and Answers from the Public Purchase website pertaining to this Solicitation (if any): QUESTIONS: ☒

I/We (Insert Company Name) West Coast Arborists, Inc agree to provide any all City-Owned Tree Maintenance specifications as stipulated in this Request for Proposal (RFP) and pricing as indicated on the Price Proposal Forms I/We further agree that the below, undersigned is authorized by the (Insert Company Name) West Coast Arborists, Inc to bind the company in contract for the specified contract term All exceptions (if applicable) are attached as an addendum to this pricing proposal I understand that the City of Milpitas may not accept exceptions to the RFP I further agree that if awarded the contract to abide the terms and conditions of the contract and not to materially modify such terms without expressed written consent of the City of Milpitas Purchasing Agent

Company Name West Coast Arborists, Inc

Legal Entity Type Corporation

Authorized Contact Title President

Print Contact Name Patrick Mahoney

Contact Signature

Contact Email Address vgonzalez@wcainc com
Victor Gonzalez Vice President

Contact Telephone (408) 855-8660

Contact Fax (408) 844-8606

Proposer's Address 390 Martin Avenue

City State and ZIP Code Santa Clara, CA 95050

Taxpayer I D No 236-4207-6

Business License No 35850

DIR Registration # 1000000956

SUBCONTRACTORS LIST

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

*****IF APPLICABLE*****

RFP No. 2233 – City-Owned Tree Maintenance

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor doing work in excess of the amount specified in the bid documents. List of Subcontractors, who is not listed will be used without the written approval of the City of Milpitas Additional numbered pages outlining this portion of the bid may be attached to this page **NOTE: Subcontractors' address, telephone number, license numbers, class, and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of bids. Subcontractor name, address, and item of work must be stated at the time of the bid.**

West Coast Arborists, Inc
Proposer's Name

SUBCONTRACTORS LIST, Page 1 *All Subcontractors in excess of 1/2 of 1% of total bid must be listed.*		
SUBCONTRACTOR NONE TO BE USED		ITEM OF WORK
LOCATION ADDRESS		
LICENSE NO. **CLASS:**	**EXPIRATION DATE:**	PHONE.
SUBCONTRACTOR		ITEM OF WORK
LOCATION/ADDRESS:		
LICENSE NO. **CLASS:**	**EXPIRATION DATE:**	PHONE

SUBCONTRACTOR REFERENCES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM ***IF APPLICABLE***

RFP No. 2233 – City-Owned Tree Maintenance

Proposer: West Coast Arborists, Inc
(Legal Name of Entity Submitting Bid)

1 NONE TO BE USED

Name of Agency | Agency Address

Contact Name | Contact Title

Contact Telephone # | Contact E-mail Address

Contract Term and Dollar Amount | Type of Services Rendered

2

Name of Agency | Agency Address

Contact Name | Contact Title

Contact Telephone # | Contact E-mail Address

Contract Term and Dollar Amount | Type of Services Rendered

3

Name of Agency | Agency Address

Contact Name | Contact Title

Contact Telephone # | Contact E-mail Address

Contract Term and Dollar Amount | Type of Services Rendered

I hereby certify that I/we have performed the work listed above

Signature of Proposer (Individual with Authorization to Bind the Firm in Contract)

SUBCONTRACTOR'S ACCEPTANCE OF SOLICITATION REQUIREMENTS

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

******IF APPLICABLE*****

RFP No. 2233 – City-Owned Tree Maintenance

Pursuant to the Special Provisions for Services requirements of this solicitation. (Subcontractor Firm Name) _____has offered to provide (Item of Work) _____subcontract services as part of the proposal submitted by (Proposer Name) _____

SUBCONTRACTOR HEREBY CERTIFIES that the Subcontractor has reviewed and understands the solicitation requirements as defined in the IFB No 2216 On-Call Pavement Striping and Marking Should the Bidder be awarded the contract for the work. Subcontractor further certifies that the Subcontractor can meet the solicitation requirements for insurance and agrees to name the City of Milpitas as Additional Insured for its applicable work

NONE TO BE USED
_____
Name of Subcontractor (Person. Firm. or Corporation)

_____
Signature of Subcontractor's Authorized Representative

_____
Name of Authorized Representative

_____
Title of Authorized Representative

_____
Date of Signing

CERTIFICATE OF COMPLIANCE INSURANCE OF SUBCONTRACTORS

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

***** IF APPLICABLE*****

RFP No. 2233 – City-Owned Tree Maintenance

To be completed and returned by Successful Proposer only with Bonds and Certificates of Insurance

TO City of Milpitas

RE _____ _____
(Solicitation title) (Solicitation number)

This is to certify that all requirements for insurance of subcontractors as specified in RFP No 2233 – City-Owned Tree Maintenance have been met

NONE TO BE USED
Name of Bidder (Person, Firm, or Corporation)

_____
Signature of Bidder's Authorized Representative

_____
Name and Title of Authorized Representative

_____
Date of Signing

NON-COLLUSION AFFIDAVIT

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

RFP No. 2233 – City-Owned Tree Maintenance

State of (State)
County of (County)

(Proposer's Authorized Representative Name) Patrick Mahoney, being first duly sworn, deposes and says that he or she is Owner or Authorized Representative of **(Proposer's Company Name)** West Coast Arborists, Inc the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person partnership, company, association, organization, or corporation that the bid is genuine and not collusive or sham, that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that the Proposer has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further that the Proposer has not , directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid "

West Coast Arborists, Inc
Proposer Name (Person, Firm, Corp)

President
Title of Authorized Representative

390 Martin Avenue
Address

Patrick Mahoney
Name of Authorized Representative

Santa Clara, CA 95050
City, State, Zip

5/10/18
(Date)

(Signed at (Place) / Corporate Office

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

PROPOSER'S STATEMENT REGARDING INSURANCE COVERAGE

RFP No. 2233 – City-Owned Tree Maintenance

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the **Request for Proposals No. 2233, for City-Owned Tree Maintenance.** Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the City of Milpitas as Additional Insured for the work specified

West Coast Arborists, Inc
Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Patrick Mahoney, President
Name & Title of Authorized Representative

5/9/18
Date of Signing

WORKER'S COMPENSATION INSURANCE CERTIFICATE

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

RFP No. 2233 – City-Owned Tree Maintenance

The Contractor shall execute the following form as required by the California Labor Code. Sections 1860 and 1861

I am aware of the provisions of Section 3700 of the Labor Code. which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code. and I will comply with such provisions before commencing the performance of the work of this contract

West Coast Arborists, Inc
Name of Proposer (Person, Firm. or Corporation)

Signature of Proposer's Authorized Representative

Patrick Mahoney, President
Name and Title of Authorized Representative

5/9/18
Date of Signing

NONDISCRIMINATORY EMPLOYMENT CERTIFICATE

FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

RFP No. 2233 – City-Owned Tree Maintenance

Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Milpitas and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all RFQ specifications and contracts of the City of Milpitas for the construction, repair, or improvement of public works

Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows

In performing the work of this contract, the Contractor agrees as follows

1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification

2 The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification Such action shall include but not be limited to the following Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City of Milpitas setting forth the provisions of this nondiscrimination clause

3 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification

4. The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City of Milpitas advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5 The Contractor will permit access to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data and records by the City of Milpitas, the Fair Employment Practices Commission, or any other appropriate Agency of the State designated by the City of Milpitas for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute

6 A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City of Milpitas as a basis for determining that as to future contracts for which the Contractor may submit quotes, the Contractor is a "disqualified bidder" for being "non-responsible"

7 The City of Milpitas shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429

8 Upon receipt of any such written notice, the City of Milpitas shall notify the Contractor that unless he or she demonstrates to the satisfaction of the City of Milpitas within a stated period that the violation has been corrected, he or she shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he or she has implemented remedial measures, satisfactory to the City of Milpitas to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission

9 Upon receipt from any person of a complaint of alleged discrimination under any City of Milpitas contract, the City of Milpitas Administrator shall ascertain whether probable cause for such complaint exists If probable cause for the complaint is found, the Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract

10 In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City of Milpitas may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part In addition, upon such determination the Contractor shall, as a penalty to the City of Milpitas, forfeit a penalty of $25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance Such monies shall be recovered from the Contractor The City of Milpitas may deduct any such penalties from any monies due the Contractor from the City of Milpitas

11. The Contractor certifies to the City of Milpitas that he or she has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City of Milpitas.

a. The Contractor shall notify all supervisors and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.

b The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.

c. The Contractor shall file a basic compliance report as required by the City of Milpitas Willfully false statements made in such reports shall be punishable as provided by law The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire

d. The Contractor shall notify the City of Milpitas of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract

12 Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City of Milpitas from pursuing any other remedies that may be available at law

13 The Contractor certifies to the City of Milpitas that the Contractor will comply with the following requirements with regard to all subcontractors and suppliers

a In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier

b The Contractor will take such action with respect to any subcontract or purchase order as the City of Milpitas may direct as a means of enforcing such provisions including sanctions for noncompliance Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigations with a subcontractor or supplier as a result of such direction by the City of Milpitas, the Contractor may request the City of Milpitas to enter into such litigation to protect the interests of the City of Milpitas

Signature of Proposer's Authorized Representative

Patrick Mahoney, President
Name and Title of Authorized Representative

5/10/18
Date of Signing

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

APPRENTICESHIP STANDARDS CERTIFICATE

RFP No. 2233 City-Owned Tree Maintenance

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch office

Each Bidder shall sign the following certification

"I am aware of the provisions of Sections 1777 5 and 1777 6 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him or her I will comply with the requirements of said sections in the employment of apprentices, as evidenced by my signature below "

West Coast Arborists, Inc
Name of Bidder (Person Firm, or Corporation)

Signature of Bidder's Authorized Representative

Patrick Mahoney
Name of Authorized Representative

President
Title of Authorized Representative

5/10/18
Date of Signing

CONTRACTOR REFERENCES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

RFP No. 2233 – City-Owned Tree Maintenance

Proposer: West Coast Arborists, Inc
(Legal Name of Entity Submitting Proposal)

List three references for work of a similar nature performed within the last three years.

4
City of Palo Alto — Name of Agency
3201 E Bayshore Rd, Palo Alto, CA 94303 — Agency Address
Walter Passmore — Contact Name
Public Services Division — Contact Title
(650) 496-5986 — Contact Telephone #
walter passmore@cityofpaloalto org — Contact E-mail Address
2010-Current — Contract Period
$1 400,000 00 — Contract $ Amount
WCA provides maintenance services including tree pruning, removals and planting etc
Description of Work Performed

5
City of Newark — Name of Agency
37440 Filbert St , Newark, CA 94560 — Agency Address
Dan Cianciarulo — Contact Name
Inspector — Contact Title
(510) 578-4821 — Contact Telephone #
dan cianciarulo@newark org — Contact E-mail Address
2000- Current — Contract Period
$300,000 00 — Contract $ Amount
WCA has assisted the City with program pruning and removing many of their dead and diseased trees
Description of Work Performed

6
City of Monterey — Name of Agency
23 Ryan Ranch Road, Monterey, CA 93940 — Agency Address
Stephen Morton — Contact Name
Urban Forester — Contact Title
(831) 646-3863 — Contact Telephone #
Morton@monterey org — Contact E-mail Address
2001- Current — Contract Period
$950,000.00 — Contract $ Amount

The City of Monterey is an active user of the ArborAccess inventory management system
Description of Work Performed

I hereby certify that the Proposer performed the work listed above

Signature of Proposer — Patrick Mahoney, President (Name) — 5/10/18 (Date)

EXHIBIT A – SCOPE OF WORK

RFP No. 2233 – City-Owned Tree Maintenance

Proposer must provide costs for each of the service categories described in the specifications outlined in Exhibit A – Scope of Work Proposers must also list all deviations from the specifications, if any The routine maintenance locations will serve as the basis for the RFP At the discretion of the City's Project Manager or designee, one or more optional add-on locations and specialized services may or may not be included in the agreement with contractor In addition, the City at the discretion of its Project Manager or designee, reserves the right to decrease the scope of work during the duration of the agreement

I FUNCTIONS AND RESPONSIBILITIES

A CITY PROJECT MANAGER

The City's Project Manager, Robert Hill, or designee shall have the authority to accept/reject materials and workmanship and to make minor changes in the work or schedules When the performance of the work or completion per schedule is determined to be sub-standard, he/she may (1) recommend that all or a portion of a regular monthly payment be withheld, and/or forfeiture for delay to be assessed or (2) direct the work be accomplished by either City forces or separate contractor, to complete the necessary work as close to the schedule as possible, and withhold the resulting costs Payment to be withheld shall be deducted from the next monthly payment due the Contractor, or if the amount is insufficient to cover payment, the Contractor shall be liable and will be billed accordingly

The City's Project Manager or designee shall decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources

B CONTRACTOR

CONTRACTOR'S OFFICE

Contractor is required to maintain an office/yard within a sixty (60) minute response time of the job site and provide the office with phone service during normal working hours During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by radio or cell phone Contractor shall have a maximum response time of sixty (60) minutes to all emergencies There will be no on-site storage of equipment or materials without written permission from the City's Project Manager.

SUBMITTALS

The selected proposer shall submit to the City's Proect Manager or designee at the beginning of work, 1) a detailed job schedule, 2) time sheet, 3) names and titles of all persons working under the contract, and 4) materials and/or chemicals to be used during the course of the contract, for approval All submittals shall be periodically updated as necessary The City's Project Manager or designee shall be immediately notified of any deviation from schedule or material usage.

Contractor shall provide sufficient personnel to accomplish the work within the allotted time frames as indicated in this specification

UNIFORMS/IDENTIFICATION

The Contractor shall provide to all field personnel a standard uniform with company identification. All vehicles and equipment on the project site shall also be properly marked with company identification

EQUIPMENT

1 The Contractor's vehicles and equipment shall be neat in appearance and easily identified Identification on the Contractor's vehicles shall consist of, at a minimum, company name, local telephone number and "Contract Services provided for City of Milpitas" in print, no less than eight (8) inches tall
2 The Contractor shall maintain its vehicles and equipment in a safe and mechanically sound condition The Contractor shall provide all personnel, vehicles, supplies and equipment necessary to perform services
3 Contractor shall perform all requirements under and in strict observance of and compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements
4 Contractor warrants the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract

BILLING

Billing shall be once monthly in arrears for actual services provided The bills will itemize costs by the type of work and number of trees (as applicable) All non-scheduled or on-call work requested by the City's Project Manager will be show on a separate line item so City staff can discriminate between routine and unscheduled work Each invoice will include the City's purchase order number The City reserves the right to audit all contractor records (including payroll) related to its billings Such audits may take place without prior notice during the contractor's regular business hours at the contractor's office where the records are maintained

II SCOPE OF WORK

DUTIES AND RESPONSIBILITIES

A INTENT

To provide full and complete contract tree maintenance services for City owned facilities, parks, parkways, right of ways and median trees throughout the City herein described, and that such trees be kept in a safe, vigorous, and aesthetically attractive condition at all times

B DESCRIPTION OF CONTRACTED SERVICES

1 Furnish all labor, equipment, materials, and supervision to perform tree maintenance as described herein including, but not limited to, the following:

a. tree trimming,
b. tree removal,
c tree planting;
d root barrier and installation,
e root pruning,
f pesticide application,
g disposal, clean up, and recycling of green waste;

h emergency services.
i electronic management of all work records. tree inventory and software updating

C MINIMUM REQUIREMENTS

1 Contractor must have been in the business of providing full service tree maintenance programs to governmental agencies and/or municipalities that includes. but is not limited to the pruning. removal and replacement of trees for at least five (5) years In addition. Contractor must provide five (5) references with contact information for the main agency manager
2 Contractor must show. through documentation by records of past performance and references. a corporate capability that includes the ability to perform the following work. both consistently and concurrent with other required services
   a Annually trim approximately Three thousand Five hundred (3500) trees ranging in size from three (3) inches to more than forty-five (45) inches in diameter and with heights up to one hundred (100) feet
   b Annually remove and grind stumps ranging in size from three (3) inches to over forty-five (45) inches in diameter. with work occurring during regular business hours The Contractor must show documentable experience in the safe removal of mature trees using methods of rigging. including the use of cranes Residual tree stumps left in place due to emergency tree removal shall be ground within one month or less of original tree removal date. as determined by the City
      i At the discretion of the City and based on funding availability Annually. supply and plant as many as five hundred (500) trees ranging in size from a fifteen (15) gallon. to twenty-four (24) inch box to thirty-six (36) inch box-size nursery stock The Proposer shall exhibit. by portfolio and references. experience with planting project of the scope and quantity described herein
      ii At the discretion of the City and based on funding availability Annually water and maintain approximately five hundred (500) young trees with a regularly scheduled work plan
3 The Contractor shall exhibit. by portfolio and references. the capacity to respond to emergency tree incidents. ranging from limb failures on single trees to storm related damages affecting many trees. in a manner that meets the needs of the City

D WORKING HOURS

1 Normal working hours shall be within a ten (10) hour day between the hours of 7·00 a.m. and 5·00 p.m.. Monday through Friday No Saturday or Sunday work is to be scheduled without prior written permission from the City. unless it is an emergency situation

E LEVEL OF MAINTENANCE

1 All work shall be performed in accordance with the HIGHEST INDUSTRY STANDARDS. as stated in the enclosed maintenance specification description Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the sites
2 If. in the judgment of the City. the level of maintenance is less than that specified herein. the City shall. at its option. in addition to or in lieu of other remedies provided herein. withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and the City Failure to notify of a change and/or failure to perform an item or work on a scheduled day may. at the City's sole discretion. result in deduction of payment for that date. week. or month Payment will be retained for work not performed until such time as the work is performed to City

standard Deductions will be made based on the unit costs shown on the Proposal Offer Form

3 The Contractor is required to correct deficiencies within the time specified by the City If noted deficient work has not been completed, payment for subject deficiency shall be withheld for current billing period and shall continue to be withheld until deficiency is corrected, without right to retroactive payments

F QUALITY OF WORK AND MATERIALS

All material and equipment furnished by the Contractor shall be high grade, and free from defects and imperfections. Workmanship shall be in accord with the best standard practices Both materials and workmanship shall be subject to the approval of the Project Manager or designee All materials used shall be approved in advance by the Project Manager or designee

G WORKMANSHIP AND SUPERVISION

1 The work force shall include a thoroughly skilled, experienced, and competent supervisor who shall be responsible for adherence to the specifications expressed within the Scope of Work All supervisory personnel must be able to communicate effectively in English (both orally and in writing) Any order given to supervisory personnel shall be delivered to the Contractor The supervisor assigned must be identified by name to ensure coordination and continuity

2 At a minimum, Contractor shall provide, in addition to one (1) full time supervisor, and up to three (3) pruning crews Each Pruning Crew shall consist of, at minimum
   a Three (3) employees - 1 foreman and 2 tree trimmers'
   b One (1) boom truck
   c One (1) chipper truck
   d One (1) chipper and pruning equipment including, but not limited to, chain saws, pole pruners, and pole saws

3 In addition the contractor must be able to provide removal and planting crews on as needed

4 Foreman and tree trimmers shall be qualified line clearance workers or certified arborists

H SUPERVISION OF CONTRACT

1 All work shall meet with the approval of the City's Project Manager or designee There shall be, at a minimum, a monthly meeting with the Contractor and the City's representative to determine progress and to establish areas needing attention. A daily maintenance schedule will be submitted electronically to the City every morning The supervisor of this contract shall be available to meet with the City's representative daily during working hours, as necessary.

2 Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications

I SPECIFICATIONS

1 All work shall conform to the pruning standards as noted in the American National Standard Institute, ANSI A300 (Part 1) (latest edition) Pruning Standard and the companion publication Best Management Practices, Tree Pruning In all cases the City's Project Manager shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the Contractor

Trimmed trees rejected by the City's Project Manager shall be excluded from payment.

2 Contractor shall comply with Standards of the Division of Occupational Safety and Health (CAL OSHA) and the American National Standard Institute (ANSI). Z133 1- (latest edition). Safety Requirements

3 These specifications are intended to cover all labor. material and standards of architectural. landscaping. and mechanical workmanship to be employed in the work called for in these specifications or reasonably implied by terms of same Work or materials of a minor nature which may not be specifically mentioned. but which may be reasonably assumed as necessary for the completion of this work. shall be performed by the Contractor as if described in the specifications

K PROVISIONS FOR EXTRAS

1 No new work of any kind shall be considered an extra unless a separate estimate is given for said work and the estimate is approved in writing by the City's Project Manager before the work is commenced The Contractor will be required to provide before and after photographs of safety items or emergency repairs which were made without prior City approval Documentation of contract compliance may be required on some occasions

2 Should a change or extra work be found necessary by the City. all changes and extra work shall be performed at the same unit price of any proposal item listed If the work is not listed as a proposal item. the Contractor shall submit a fair cost for the work to be performed A change order authorization. in writing. will be issued by the City

3 The City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the specifications or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the City's Project Manager or designated representative The Contractor shall agree not to claim or bring suit for damages. whether for loss of profits or otherwise. on account of any decrease or omission of any kind of work to be done The City shall reduce the price accordingly Alterations. modifications or deviations from the work described in the scope of services by Contractor shall be subject to the prior written approval of the City Any price adjustments shall be made by mutual consent of the parties in that case

L STREET CLOSURES. DETOURS. BARRICADES

1 Warning signs. lights. and devices shall be installed and displayed in conformity with "The California Manual on Uniform Traffic Devices" for use in performance of work upon highways issued by the State of California. Department of Transportation and as directed by City staff

2 If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City staff. staff may cause such signs or traffic control devices to be placed by others. charge the costs therefore against the Contractor. and deduct the same from the next progress payment.

3 Traffic control plans shall conform to the current Standards and Guidance of the CA-MUTCD

M DISPOSAL

1 All debris generated by the Contractor in the performance of work shall become the property of the Contractor from and after the time of site clean-up The Contractor shall dispose of all generated debris at no additional cost to City and shall dispose of debris as is consistent with the requirements of AB 939

a) Provide disposal reports
b) As requested. City may request Contractor to dump tree mulch at City owned sites at no extra cost to City
c) All green waste produced as a result of the Contractor's operations under this

Agreement shall be reduced, reused, and/or recycled, by Contractor Weight slips shall be required as proof of final disposal and must be submitted by Contractor with each demand for payment All brush generated from tree trimming operations shall be recycled where practical

d) Wood chips

i Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. Disposal is to be at a recycling yard for use in a mulching program, and Contractor shall provide proof of such with each monthly invoice

ii At the direction of the City's Project Manager, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size These chips may be dumped in specific locations in the City

iii If the Contractor has a location outside the City where such mulch may be applied, Contractor must provide the City with documentation (included in each demand for payment) from the property owner including indicating location and amount of material to be used at that location

N RECORDS

1 Contractor shall provide and operate, at no cost to the City, a computerized tree inventory system that is capable of uploading historic data and that is compatible with the current tree inventory provided by current contractor (Arbor Access) inventory system (web-based SQL Server 2008)

a) This system shall be password accessible twenty four (24) hours each day of the year via the internet

b) Historic tree inventory and work history data, to be provided by the City, shall be uploaded and operational within Contractor's tree inventory system prior to the commencement of any tree service work under the terms of an awarded contract

c) Thereafter, the Contractor shall update and maintain the tree site specific, internet accessible, computerized tree inventory system to reflect changes in baseline data (e.g species, height, DBH) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory

d) The system shall be capable of maintaining and displaying all past work histories for any and all tree sites in the inventory, both individually and collectively by query, as well as future scheduling to the extent known

e) All aspects of the system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of the Contractor and shall be provided at no cost to the City The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web based applications, including the ability to export data into common spreadsheet applications. The records created for the City shall be the property of the City

2 Contractor will provide on a monthly basis to the Project Manager or designee a report of any changes noted or performed by the Contractor to the City's existing tree inventory

O EMERGENCY SERVICES

The Contractor will provide the City a 24- hour emergency phone number and name of at least two (2) qualified persons who can be called by City representatives when emergency maintenance conditions occurs These Contractor representatives shall respond to said emergency within thirty (30) minutes of receiving notification and mobilize field staff to respond to the emergency within two (2) hours

P SCHEDULES

The City operates on a five (5) year prune cycle. trimming approximately 25.000 trees This results in the need to prune approximately Three Thousand Five Hundred (3.500) trees by grid prune per year

Annual Schedule

Upon contract award. the successful Proposer shall be required to submit a work schedule based on the City's annual pruning requirements. removal and placement program. and planting Project The proposal shall include a recommended annual work program. daily work schedules. personnel and vehicles that would be required to complete the annual maintenance program Depending on the City's current and future needs. the scheduled work may require multiple crews to perform concurrently within the same time constraints

1 The Contractor shall provide an annual maintenance schedule indicating the time frames when items of work shall be accomplished per the performance requirements
2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance
3 The Annual Schedule shall predict the five year prune cycle for all trees in the City's inventory

Monthly Schedule

1 Contractor shall meet with the City at least once a month to discuss work performance. special instructions. any problems encountered and upcoming schedules
2 The contractor shall send changes to the schedule to the City's Project Manager or designee at least twenty-four (24) hours before the scheduled time for the work
3 Failure to notify of a change and/or failure to perform an item of work on a scheduled day may. at the City's sole discretion. result in deduction of payment for that date. week or month

Daily Schedule
The Contractor shall meet with the City's representative daily for the purpose of reviewing the week's work. receiving special instructions. and to discuss any problems encountered on the job Changes to daily schedules can be made verbally or by email to the City's Project Manager or designee

Performance on Schedule

The Contractor will be provided the maximum latitude in establishing work schedules which correspond to its manpower and equipment resources The Contractor will also be provided the opportunity and procedure for adjusting those schedules to meet special circumstances Therefore. all work shall be completed on the day scheduled. as shown on the daily schedule.

Q PERFORMANCE DURING INCLEMENT WEATHER

1 During periods when inclement weather hinders normal operations. the Contractor shall adjust its work force to accomplish those activities that are not affected by weather.

2. The Contractor shall immediately notify the City's Project Manager or designee prior to removing the work force from the job site for agreement on degree of inclement weather or other reasons If the Project Manager or designee cannot be reached. the Contractor shall notify the Landscape Maintenance Services Supervisor

R PUBLIC NOTICING

The Contractor shall supply and post standard signage on the trunk of the tree at the site work at which work is to be performed. **at least seventy-two (72) hours in advance** of work with the signage clearly stating what type of work is to be done and what affect the work will have on parking availability at that particular site Posting shall be affixed to the tree trunk using materials that do not cause permanent damage to the tree such as twine In the event that a tree trunk is not available for posting. the Contractor shall affix the posting to a standard size safety cone or a three foot stake and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding

S TOOL SANITATION

On all trees. including palms. known or suspected to be diseased. pruning tools and cut surfaces shall be disinfected with a twenty-five percent (25%) chlorine bleach solution or one hundred percent (100%) Lysol. after each cut and between trees where there is danger of transmitting the disease on tools Fresh solution shall be mixed daily Old solutions shall be disposed of through proper disposal methods Dumping used or old bleach solutions on the ground or down the storm drain and will result in severe penalties to the Contractor

T WILDLIFE PROTECTION

1 The Contractor shall have a wildlife protection program that outlines employee protocol when discovering wildlife in trees scheduled for pruning A copy of the program material shall be made available to the Project Manager or designee Prior to the commencement of any work in the vicinity of any tree. each tree shall be visually surveyed. from all sides. for the sole purpose of detecting the presence of bird nests or wildlife of any type If a nest is found and is determined to be active. there shall be no work of any type in the tree in which the nest is found without the verbal or written permission of the City Arborist or designated representative At no time shall any nest or wildlife be removed from its location
2 In the event that wildlife is accidentally displaced and needs assistance. the contractor shall notify the City's Animal Control service and/or the nearest appropriate animal rescue facility. as identified in the Contractor's submittal required herein regarding "Protection of Wildlife". shall be contacted for assistance.

U UNDERGROUND EXCAVATIONS

The Contractor shall be responsible for locating all underground utility lines to insure the safety of his/her work crew and to protect. in place. existing utility equipment before commencing any excavation. Contractor shall contact Underground Service Alert (1 -800- 227-2600) forty-eight (48) hours before commencing any excavation. to locate underground service lines. Contractor shall be responsible for removal of underground markings on completion of scheduled removal and stump grind

V GENERAL MAINTENANCE REQUIREMENTS

All maintenance functions shall be performed in accordance with the following specifications. The City shall have the right to determine schedule days and the extent and frequency of additional "as needed" services Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the listed trees

All operations will be conducted so as to provide maximum safety for the public and minimize disruption of the public use of City streets

W HAZARDOUS EVALUATION OF TREES AT TIME OF TRIMMING AND REPORTED THROUGH WORK ORDER SYSTEM

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees, including uplifted sidewalk segments (lifted over three quarters (3/4"), all hazardous situations should be corrected or promptly reported to the City Any structural defect or weakened tree shall be reported to the City's Project Manager This information will be updated, at a minimum, on a weekly basis

Remove leaves, weeds, trash, and other debris from landscaped areas and disposed of off-site

Clean sidewalks, roadways, and any other areas littered or soiled by Contractor maintenance operations

Maintain the premises free of debris at all times Upon completion of any work project, the Contractor shall remove remaining excess materials, waste, rubbish, debris, and his/her construction and installation equipment from the premises Any dirt or stains caused by the work shall be removed Existing City trash containers shall not be used for the disposal of debris collected by the Contractor

Prune trees adjacent to roadway intersections to provide adequate sight distance for vehicles entering the intersection

Prune trees materials so that all traffic control signs are clearly visible to approaching drivers Notify the City immediately of any unusual and hazardous conditions at the work site

X TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specifications The criterion for pruning varies based on the type or purpose of pruning

General Specifications for tree pruning

1 Contractor shall consult with the City Arborist before making any cuts that could result in permanent disfigurement of the structure of any tree
2 Trees shall be pruned so as to prevent branch and foliage interference with safe public passage. Street clearance shall be kept to a minimum of seventeen feet (17') above the paved surface of the street and fourteen (14') feet above the curb and surface of a public sidewalk or pedestrian way Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time as direction is obtained from the City Arborist.
3 When removing a live branch, pruning cuts should be made in branch tissue just outside the branch bark ridge and collar, which are trunk tissue If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk
4 When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured
5 Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and

wood Cuts that result in tearing of tissue on limbs below cuts shall be corrected

6 All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made The branch collar should not be removed

7 All dead and dying branches and branch stubs shall be removed

8 All broken or loose branches shall be removed

9 Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed or reduced to half the diameter of the parent branch

10 When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce end weight (including end weight over structures) and thus decrease the likelihood of limb failure

11 Selectively reduce and/or remove branches that create sight line conflicts with traffic control signs and/or devices

12 Selectively reduce and/or remove branches that are within five (5) feet of a structure

13 Clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action

14 Prune so as to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the City Arborist to do otherwise

15 Remove all vines entwined in trees and on tree trunks Vine tendrils shall be removed without injury to trees

16 Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property

17 All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree All major pest problems shall be promptly reported to the City

18 All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact

19 All trees six (6) inches in diameter or less shall be pruned with hand tools only

20 Chain saws will not be permitted to remove any branches two (2) inches or less in diameter This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems

21 Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible

22 The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City to aid in the safety of climbers performing the removal of a tree

23 Conifers shall typically be pruned in late winter or early spring

24 Contractor shall avoid damaging the central leader on all conifers

25 To control the growth of large, mature conifers contractor shall be required to prune the new growth of lateral limbs

<u>Prune Classifications for Trees</u>

1 A Light Prune is performed when conditions within the crown of a tree are such that only target pruning is needed. Trees that are identified and mutually agreed upon as a candidate for a Light Prune shall have no more than 15% of the live foliage removed A Light Prune typically consisting of trees in a condition requiring a minimized removal of dead, diseased, detached, and broken branches Additional minimized crown raising for vertical clearance and removal of sucker growth may be required This classification could apply to younger trees needing minimal attention to more mature specimens with slowed growth rate.

2 A Grid Prune is performed when conditions within the crown of a tree are such that the entire tree needs to be fully pruned Complete pruning is recommended when the primary objective is to maintain

or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight Trees that are identified for a Grid Prune shall have no more than 25% of the live foliage removed

3 A Large Scale Prune is performed when conditions within the crown of a tree are such that the entire tree needs to be fully pruned Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight Trees that are identified for a Large Scale Prune shall have more than 25% of the live foliage removed, have a diameter breast height above 29", and/or a 50' spread All Large scale pruning shall be pre-authorized by the City Arborist or designee

4 A Service Request Prune shall require Contractor to provide tree maintenance services on designated tree(s) as ordered by the City Arborist or designee Duration of tree maintenance services could be less than one full work day, requiring Contractor to mobilize to another work area Most assignments will require several job site set ups to perform the work dependent on field conditions

a Structural Prune is the removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment, and ultimate size of branches and stems Structural pruning is used on young and medium-aged trees to help engineer a sustainable trunk and branch arrangement This pruning type can be summed up in the phrase subordinate or remove codominant stems Small-maturing trees and shrubs are structurally pruned to properly space codominant stems, reduce or remove rubbing limbs and provide desirable crown configuration All branches are to be kept less than half the trunk diameter Spacing scaffold limbs allows for the trunk and leader to develop properly, gives the canopy a more balanced form, and reduces wind resistance Suppress growth on branches with included bark to minimize the chance of breakage

b Crown Cleaning or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown Cleaning is the selective removal of dead, diseased, detached, and broken branches This type of pruning is done to reduce the risk of branches falling from the tree and to reduce the movement of decay, insects, and diseases from dead or dying branches into the rest of the tree Cleaning is the preferred pruning type for mature trees because it does not remove live branches unnecessarily Cleaning removes branches with cracks that may fail when the interior wood dries

c Crown Thinning includes the selective removal of branches to increase light penetration and air movement into and through the crown Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds

d Crown Reduction, is used to reduce the height and/or spread of a tree Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree or shrub This type of pruning is done to minimize the risk of failure, to reduce height or spread, for utility line clearance, to clear vegetation from buildings or other structures, or to improve the appearance of the tree While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites

e Crown Restoration is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances Restoration is the selective removal of branches, sprouts, and stubs from trees that have been topped, severely headed, vandalized, lion tailed, broken in a storm, or otherwise damaged. The goal of restoration is to

improve a tree structure, form, or appearance

f Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree

Y TREE REMOVAL

Tree removal consists of the removal of the entirety of a tree and the removal of its root system

1 The Contractor shall comply with all general specifications standards described herein
2 The diameter price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein
3 All diameter measurements for tree and stump removals shall be at diameter at trunk flare
4 All diameter measurements for tree only removals shall be at diameter at breast height
5 As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system The Contractor shall notify the City Arborist or designated representative, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins
6 The Contractor shall comply with wildlife protection standards described herein whenever removing a tree
7 The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed Any confusion should be resolved by contacting the City Arborist for assistance
8 During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type Loss of control incidents shall be penalized
9 While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights or way or private property In addition, the Contractor shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property
10 Stumps, including the root flare shall be ground to a depth of no less than twenty four (24) inches Surface roots shall be traced and ground to a depth of no less than twelve (12) inches Debris generated by stump grinding and root removal shall be removed from the site and replaced with native soil Chips and stump grindings shall not be used as a backfill material.
11 The Contractor shall be responsible for the repair of any private property irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using new components matching those that were damaged.

Z TREE PLANTING AND YOUNG TREE CARE

1 Tree planting consists of the installation of nursery stock container or palm trees supplied by either the Contractor or the City
2 As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree
3 The Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted

4 Planting stock shall be well watered prior to shipping and covered for the duration of transport Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected Root bound material will be rejected In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein As the width of the parkway allows, the Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted
5 All nursery containers and box sides shall be removed from tree root balls prior to planting The Contractor shall not install trees with box bottoms left on All container debris (e.g strapping, box fragments, and nails) shall be removed from the planting pit prior to backfilling
6 The Contractor shall install the tree so that the top of root ball is at grade with top of curb so that the trunk flare is completely exposed In the event that there is no curb (i e park site), the Contractor shall install the tree or palm so that the top of root ball is two (2) inches above surrounding finish grade The Contractor shall not resort to cutting or trimming the root ball as a means of meeting grade standards
7 The Contractor shall backfill tree plantings with excavated native soil
8 While backfilling, the Contractor shall cease backfilling when the planting pit is one half (1/2) full and apply water to remove air pockets from the backfill Once the water has drained, the Contractor shall resume backfilling the planting pit A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree
9 The Contractor shall be responsible for the stability of planted trees The new tree shall be planted in accordance with Exhibit D - "New Tree Planting Standard" The root ball shall not be damaged by the installation of stakes

AA NEW TREE CARE

1 New Tree Care consists of the irrigation of young trees which have been installed by the Contractor and the cultivation of new canopy coverage
2 The Contractor shall not use hoses, equipment or water from private properties when watering parkway trees
3 While performing tree watering, the Contractor shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein
4 Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment is not permitted
5 The Contractor shall maintain a daily log of trees watered The log shall list the tree watered by site A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor

BB CONSULTANT ARBORIST

The contractor will provide the service of a consultant arborist. When requested, the consultant arborist will perform tree health assessment which should include 360 degree, ground-based visual inspections of the tree crown, trunk, trunk flare, above ground roots and branch and stem defects, drilling evaluation of target risk increment, boring, probing, sounding, sub-surface root and soil assessment and site conditions around the tree in relation to target

EXHIBIT C

INSURANCE REQUIREMENTS - GENERAL

Definition:
For purposes of this contract. the following definition applies City of Milpitas includes the duly elected or appointed officers. agents. employees and volunteers of the City of Milpitas. individually or collectively

Insurance Required:
No work shall be done under this Contract unless there is in effect insurance required by the Contract and under this section. and such insurance has been approved by the City. nor shall the Contractor allow any subcontractor to commence work on their subcontract until all insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain or cause to be maintained adequate workers' compensation insurance as required under the laws of the State of California. for all labor employed by Contractor or by any subcontractor under them who may come within the protection of such worker's compensation laws of the State of California and shall provide or cause to be provided employer's general liability insurance for the benefit of their employees and the employees of any subcontractor under them not protected by such compensation laws

Minimum Scope of Insurance: (Check Mark Indicates Required)
Coverage must be *at least as broad as*

(X) Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001)
(X) Insurance Services Office Form Number CA 0001 covering Automobile Liability. Code 1 (any auto)
(X) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance
( ) Professional Liability or Errors & Omissions Liability insurance appropriate to the consultant's profession.
( ) Architects' and Engineers' coverage is to be endorsed to include contractual liability

Minimum Limits of Insurance:
Contractor must maintain limits no less than

1	**General Liability:** (Including operations. products and completed operations. as applicable)	**$1,000,000** per occurrence for bodily injury. personal injury and property damage If Commercial General Liability insurance with a general aggregate limit is used. either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
2.	**Automobile Liability:**	**$1,000,000** per accident for bodily injury and property damage
3	**Workers' Compensation Employer's Liability:**	Statutory **$1,000,000** each accident **$1,000,000** disease-policy limit **$1,000,000** disease-each employee
4	**Professional Liability or Errors & Omissions Liability:**	**$1,000,000** each occurrence **$1,000,000** policy aggregate

Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the City The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention

Other Insurance Provisions:

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions.

1 **The City of Milpitas, its officers, officials, employees, and volunteers** are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85), or as a separate owner's policy

2 For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the **Contractor's insurance and shall not contribute with it**

3 The Insurance Company agrees to **waive all rights of subrogation** against the City, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from work performed by the Named Insured for the City This provision also applies to the Contractor's Workers' Compensation policy

4 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after **thirty (30) days' prior written notice (10 days for non-payment)** by certified mail, return receipt requested, has been given to the City If Contractor's insurer refuses to provide this endorsement, Contractor shall be responsible for providing written notice to the City that coverage will be canceled thirty (30) days after the date of the notice or ten (10) days for non-payment

Acceptability of Insurers:

Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A M Best's rating of no less than A-VII If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M Best's rating of no less than A-X Exception may be made for the State Compensation Fund when not specifically rated

Verification of Coverage:

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the contract requirements All certificates and endorsements are to be received and approved by the City before work commences The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications

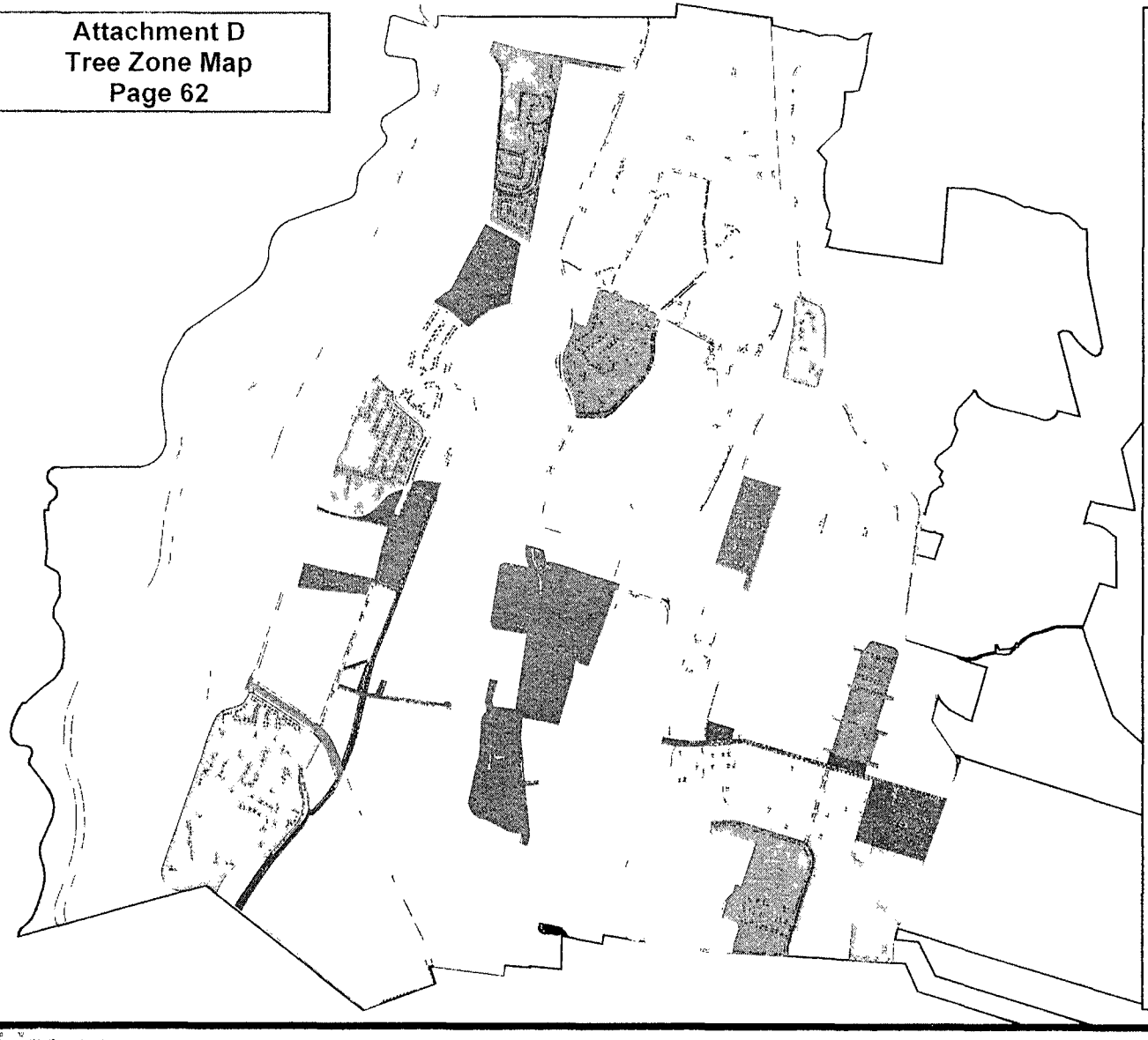
The Certificate with endorsements and notices shall be emailed to the City Purchasing Agent, Chris Schroeder at cschroeder@ci milpitas ca gov

Subcontractors:
Contractors must include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor All coverage for subcontractors is subject to all of the requirements included in these specifications

Absence of Insurance:
If the Contractor allows the insurance to lapse, be cancelled, or be reduced below the limits specified in this article, the Contractor shall cause all work in the Project to cease and any delays or expenses caused due to stopping of work and change of insurance shall be considered Contractor's delay and shall not be considered to increase cost to the City or increase time in which the Project shall be completed

Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may immediately terminate this Agreement.

Attachment D
Tree Zone Map
Page 62



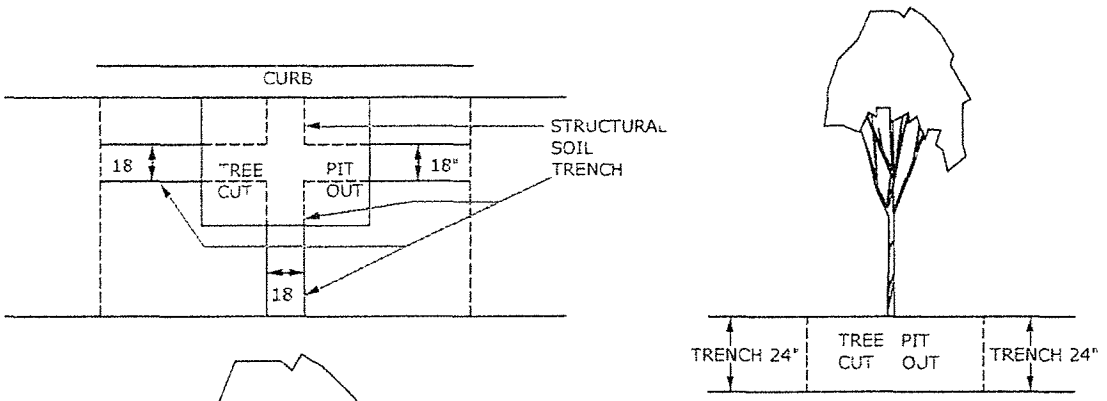
Legend

Tree Zones

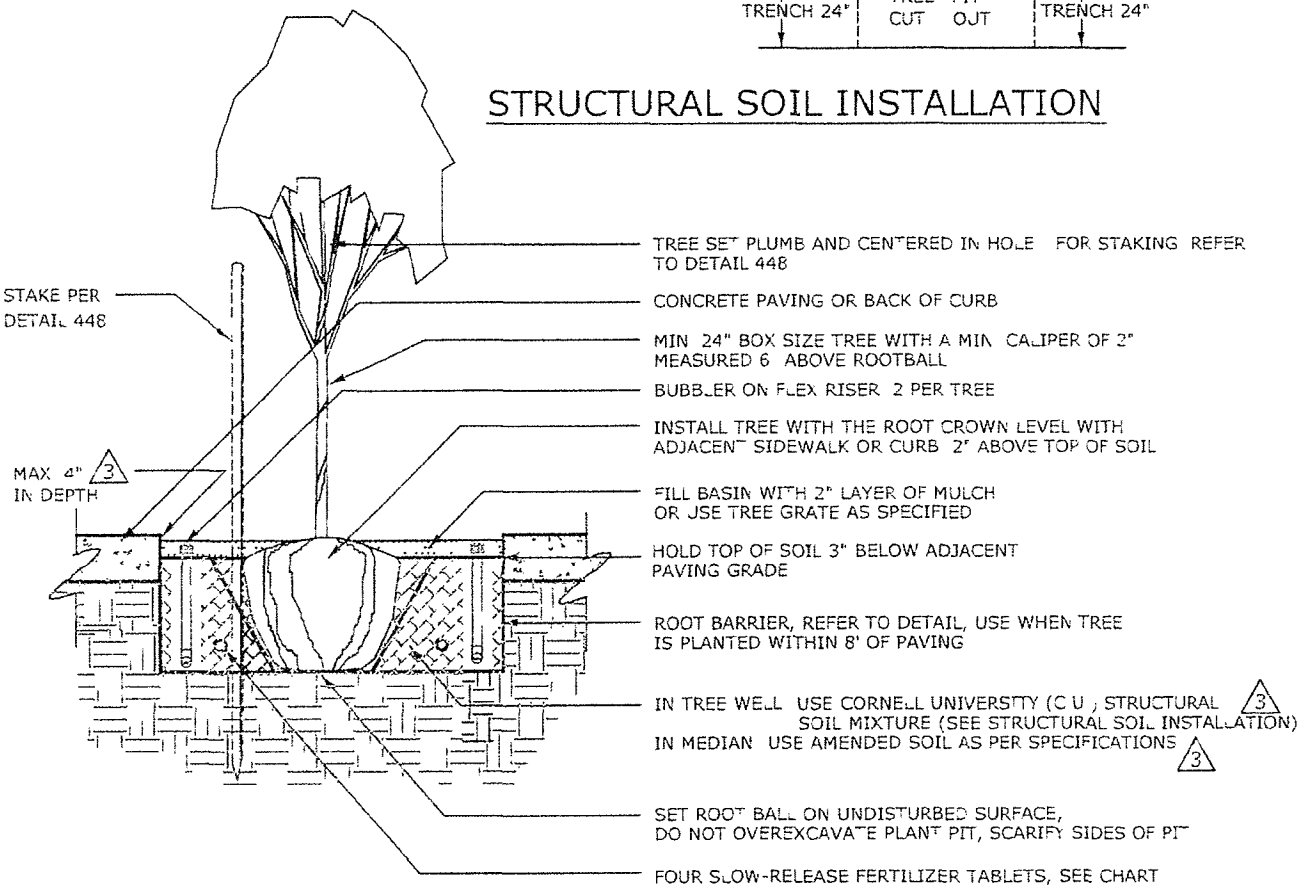
- Abel (299)
- Adobe (298)
- Bixby (217)
- Capitol (311)
- Cardoza (428)
- Carnegie (462)
- Escuela (337)
- Falcato (266)
- Gibralter (0)
- Gill Park (276)
- Granada (89)
- Hillcrest (935)
- Hillview (667)
- Junipero (249)
- Kennedy (569)
- Lake (284)
- Lake St West (147)
- Library (25)
- Main Pines (76)
- Main Street (207)
- Manor East (257)
- Manor West (518)
- McCarthy Ranch (1612)
- Milmont (916)
- Mt Shasta (428)
- Nicklaus (33)
- O Tool Elm (66)
- Ocean St (114)
- Other (41)
- Park St (127)
- Park Town (534)
- Pines (404)
- Private South Milpitas (164)
- Russell (971)
- Selwyn (162)
- Shapel (142)
- Sinclair (134)
- Sunnyhills (640)
- TASP (70)
- Yellowstone (299)
- Yosemite (249)

Tree Zones 2018

This map is a product of the City of Milpitas GIS



STRUCTURAL SOIL INSTALLATION



SECTION

Notes:

1 TREES SHALL NOT BE ROOT-BOUND. CAREFULLY SCARIFY ROOTBALL BEFORE PLANTING, IF DIRECTED

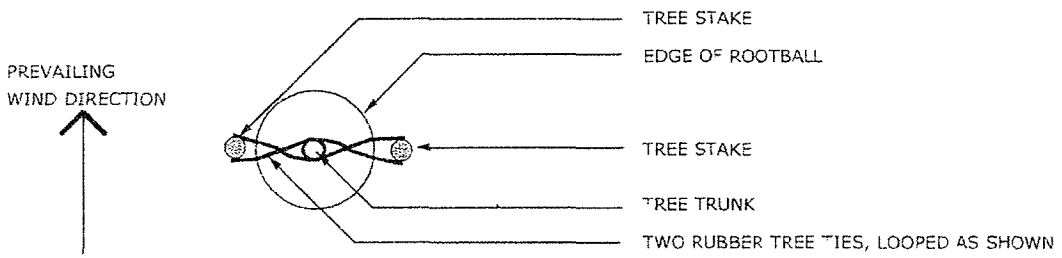
2 REMOVE ANY SPROUTS/SHOOTS WITHIN 6" OF SOIL.

3 CONFIRM POSITIVE DRAINAGE OF PLANT PIT PRIOR TO PLANTING TREE INSTALL DRAIN AS PER TREEWELL DETAIL 448 DRAINAGE RATE OF ALL MATERIALS, INCLUDING MULCH, SHOULD BE NO LESS THAN 1/4" PER HOUR AND NOT EXCEED 2" PER HOUR

4 WHEN TREE GRATES ARE USED, LOWER ALL FEATURES SHOWN WITHIN THE TREE PIT BY 3".

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING
REVISION	DATE	STREET TREE PLANTING AT TREE WELLS & MEDIANS	NO. 448
1	1991		DATE : 6/15/10
2	2001		
3	2010	3 APPROVED BY PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 1 OF 5



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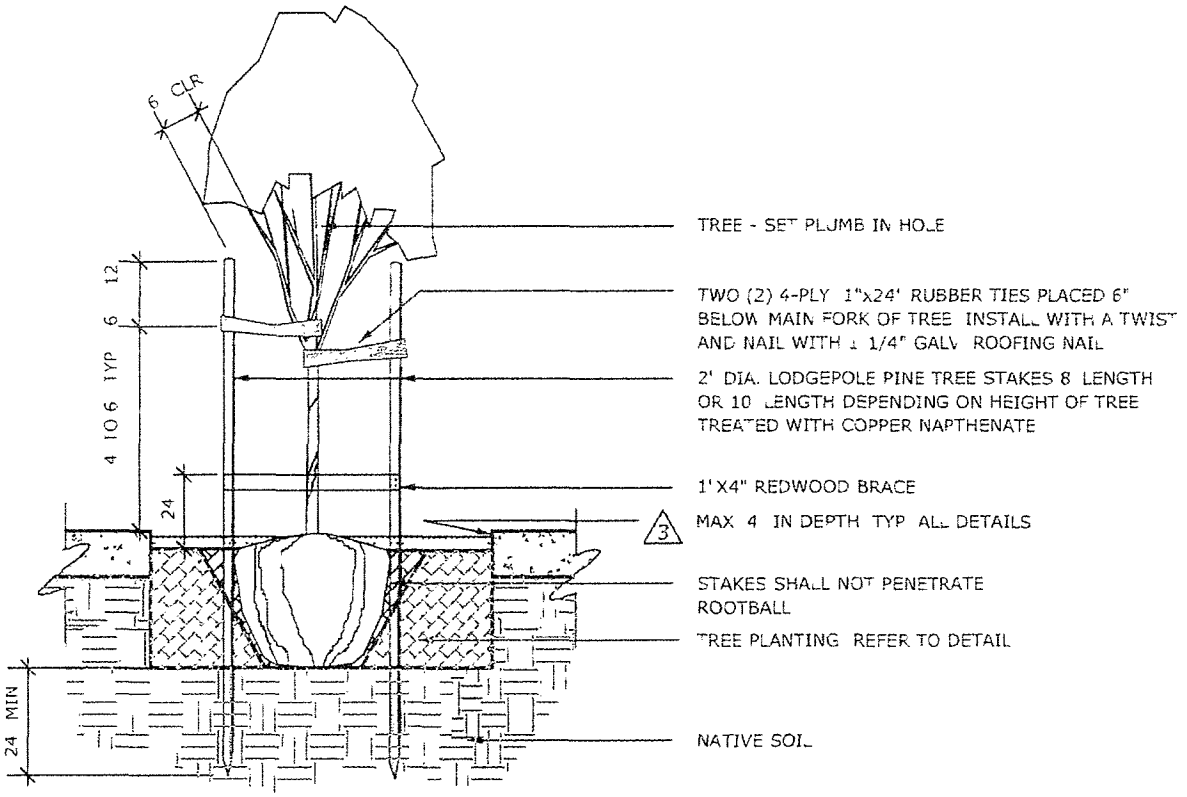

SECTION

Notes:

1 PROVIDE TWO STAKES AND TIES AS SHOWN

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING
REVISION	DATE	TREE STAKING	NO. 448
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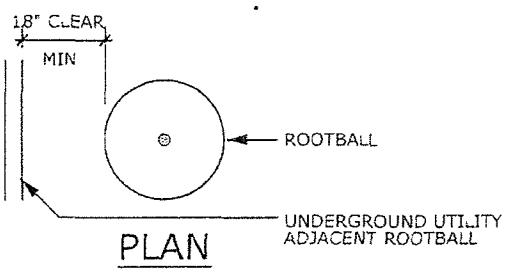
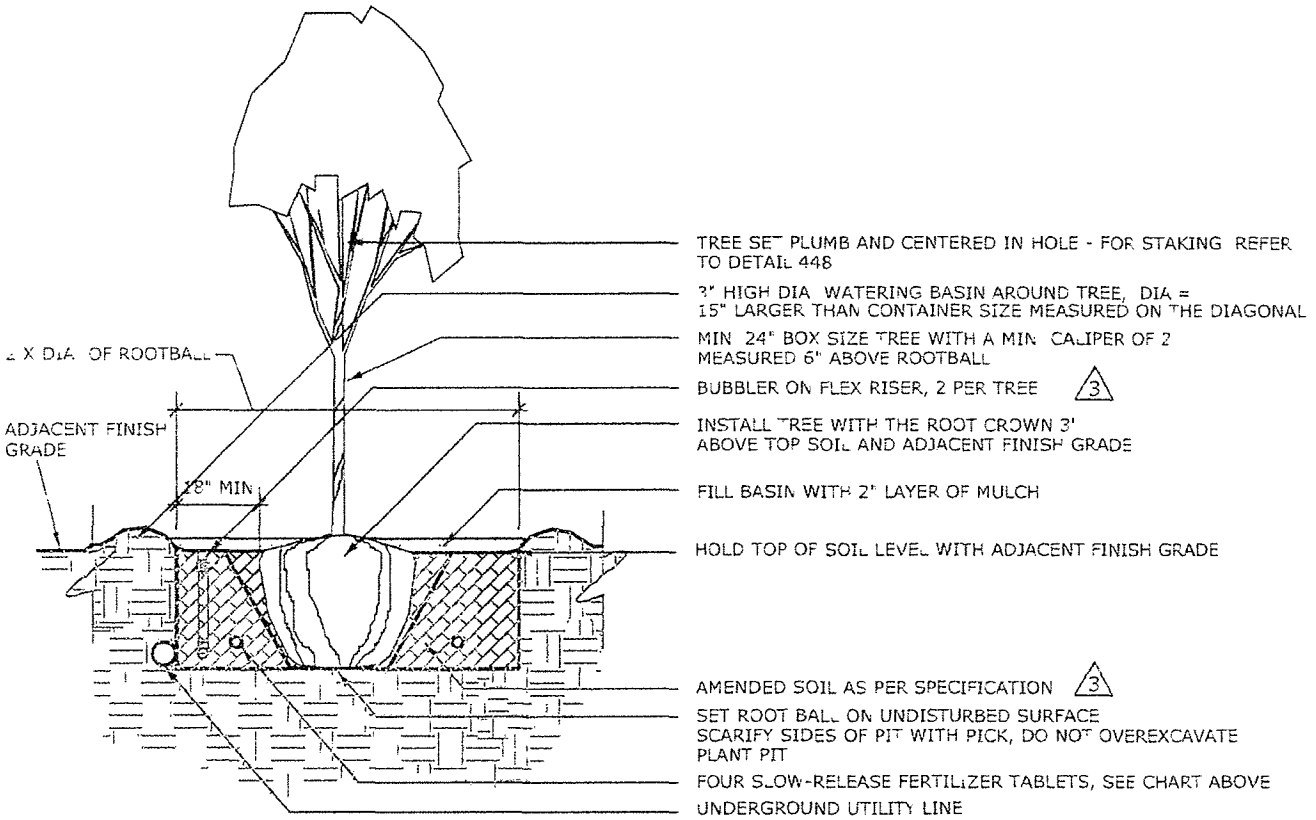


PLAN

FERTILIZER TABLET CHART

TREE SIZE OR CALIPER	NUMBER OF FERTILIZER TABLETS (SPACED EVENLY AROUND TREE)
5 GALLON	2
15 GALLON	2
24" BOX, 2" CALIPER	4
30" BOX, 2 1/2" CALIPER	4
36" BOX, 3" CALIPER	6
48" BOX, 4 CALIPER	6
60" BOX, 5" CALIPER	8



SECTION

Notes:

1 TREES SHALL NOT BE ROOT-BOUND CAREFULLY SCARIFY ROOTBALL BEFORE PLANTING, IF DIRECTED

2 REMOVE ANY SPROUTS/SHOOTS WITHIN 6" OF SOIL

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NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION

REVISION	DATE
1	1991
2	2001
3	2010

TREE PLANTING IN PLANTER AREA

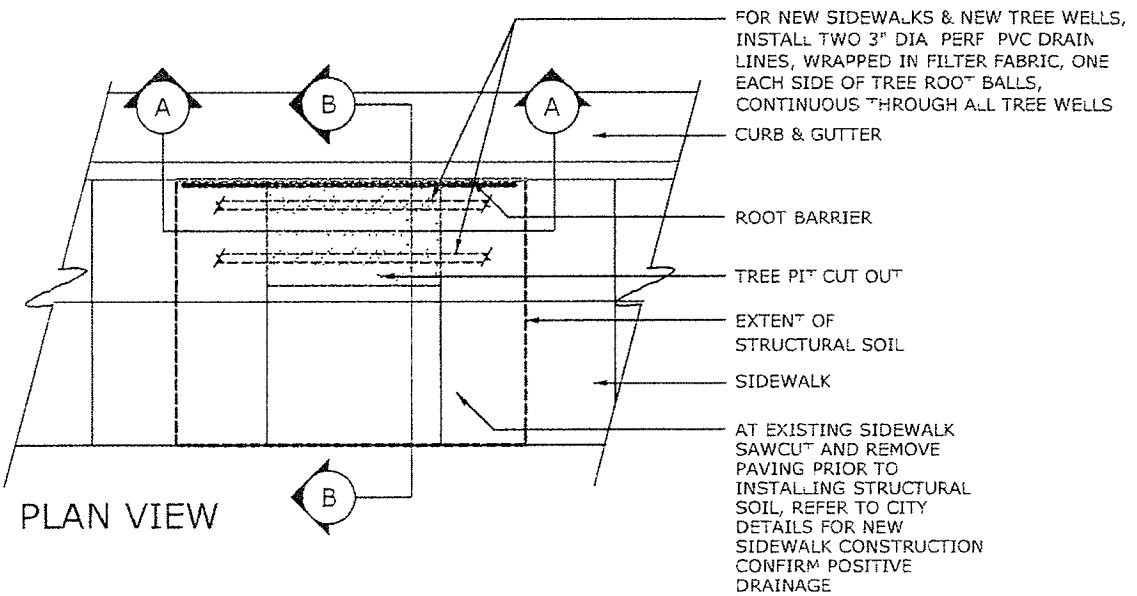
3 APPROVED BY

PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283

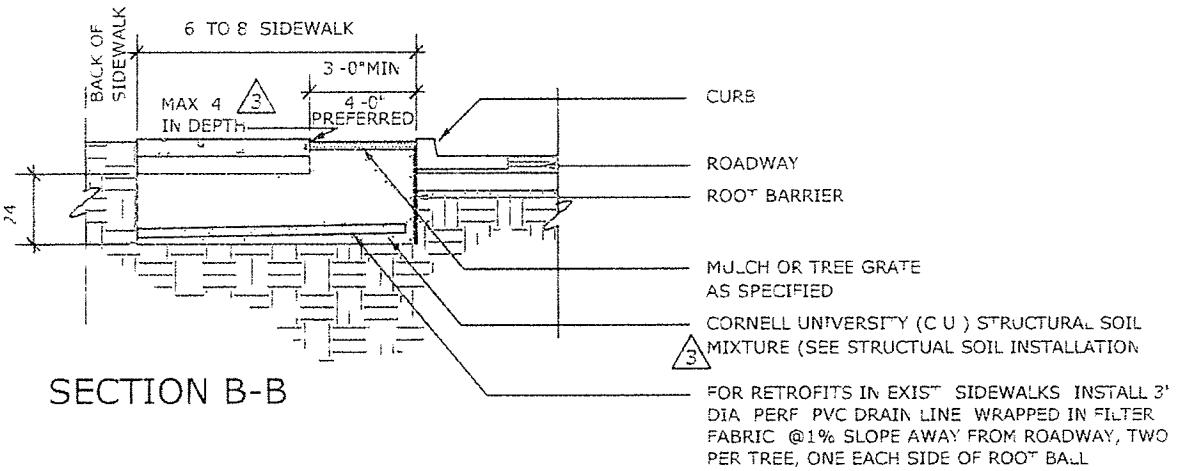
STANDARD DRAWING NO. 448

DATE : 6/15/10

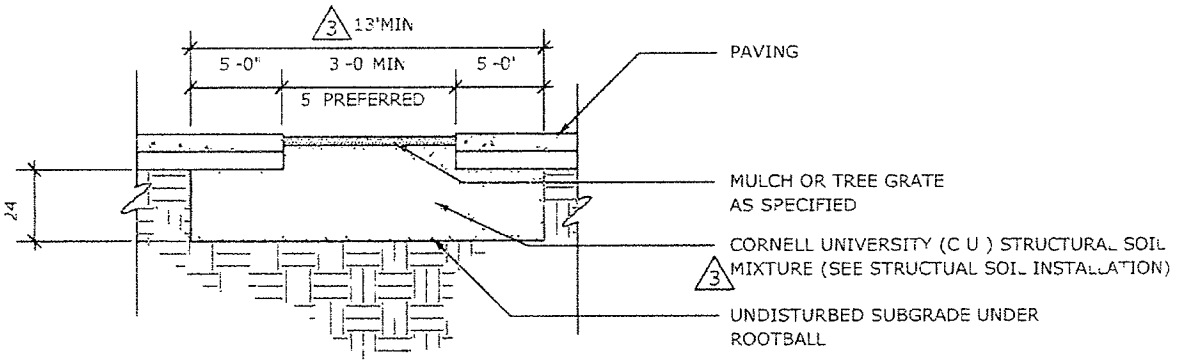
SHEET 3 OF 5



PLAN VIEW



SECTION B-B



SECTION A-A

NOT TO SCALE

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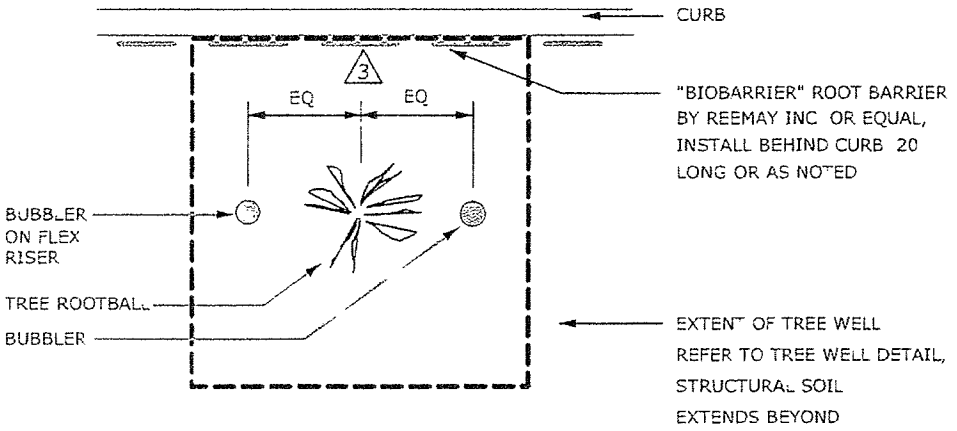
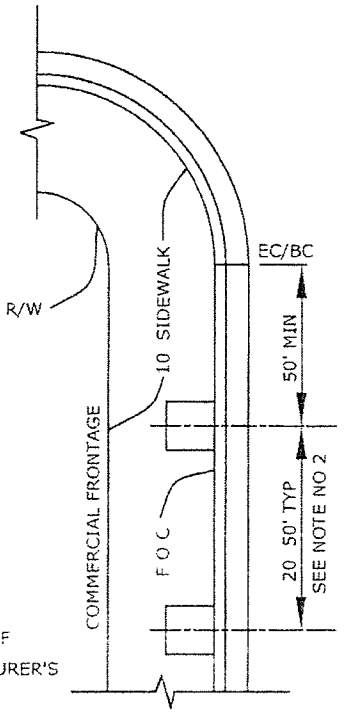
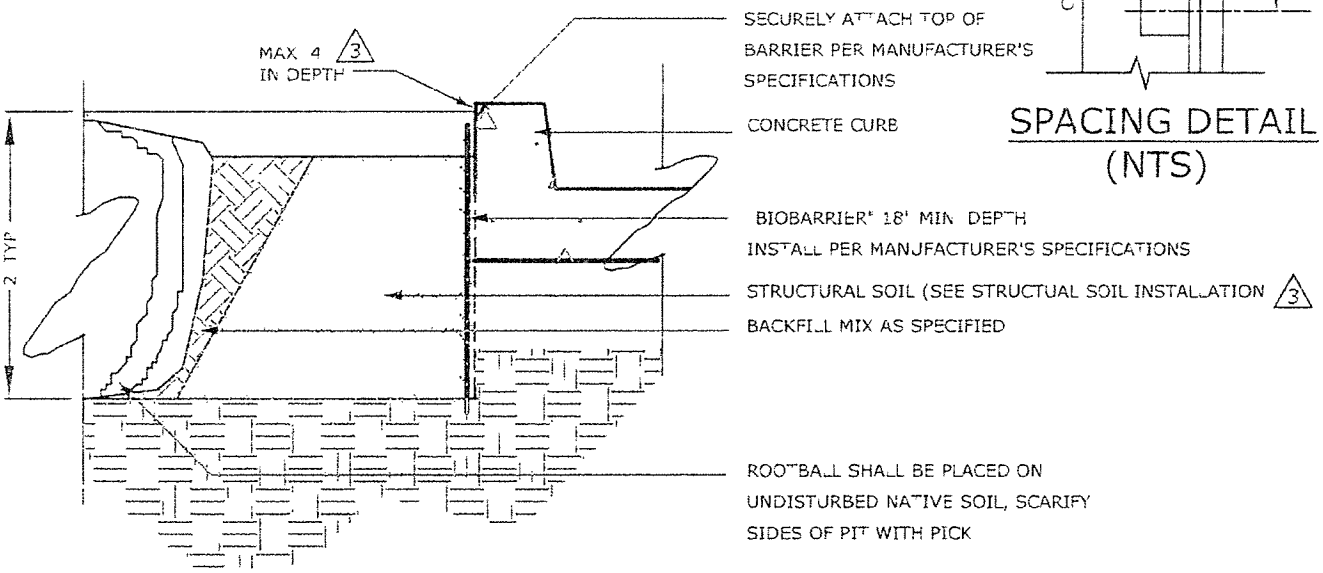


PLAN (NTS)



SPACING DETAIL (NTS)



SECTION (NTS)

Notes:

1 ROOT BARRIER IS REQUIRED WHEN THE CENTERLINE OF THE TREE IS WITHIN EIGHT FEET OF STREET CURB OR PAVING

2 ONE STREET TREE SHALL BE PROVIDED PER RESIDENTIAL LOT PER STREET, OR AS SHOWN ON PLANS APPROVED BY THE CITY ENGINEER SPACING WILL VARY DEPENDING ON TREE SPECIES, IN GENERAL, THE SPACING SHALL BE EQUAL TO THE MATURE CANOPY DIAMETER.

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION

REVISION	DATE
1	1991
2	2001
3	2010

STREET TREE PLANTING

3 APPROVED BY

PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283

STANDARD DRAWING NO. 448

DATE : 6/15/10

SHEET 5 OF 5

California Regional Water Quality Control Board, Municipal Regional Stormwater NPDES Permit, Specifically Permit Provision C.9 – Pesticide Toxicity Control.

Attachment A

Use of pesticides shall comply with the requirements of the California Regional Water Quality Control Board Municipal Regional Stormwater NPDES permit, specifically Permit Provision C 9 – Pesticide Toxicity Control. The Contractor shall provide the City a copy of its Integrated Pest Management Plan for control of insect and weed pests for City approval and shall conduct its work in accordance with the requirements of its approved IPM plan

Integrated Pest Management Plan Required

Contractor shall provide to the City a copy of its Integrated Pest Management (IPM) Plan, an ecosystem-based strategy to use the minimum amount of lowest toxicity pesticides feasible for the control of pests and their damage The IPM plan shall describe strategies including physical controls such as pulling weeds horticultural controls such as pruning, mechanical controls such as trapping, environmental controls such as applying mulch, biological controls such as monitoring predators and use of pest-resistant plants varieties to control pesticides without the use of chemical pesticide The IPM plan shall also state that Acute Toxicity Category I chemicals as identified by the U S Environmental Protection Agency (EPA) such as organophosphorous pesticides (diazinon, chlorpyrifos malathion) pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate lambda-cyhalothrin permethrin and tralomethrin) carbamates (e g carbaryl) and fipronil shall not be used

The IPM Plan shall include following information

1. Materials and Equipment The material and equipment to be used shall be defined in IPM such as mechanical devices for monitoring and capturing pests

2. Monitoring and Detection The IPM shall describe the methods and procedures to be used to identify sites of pest harborage and access and for making objective assessments of pest populations level throughout the term of the contract

3. Certification and Training - Applicators shall be licensed and certified as required by the California Department of Pesticide Regulations Applicators shall be EcoWise Certified IPM Practitioner or accompanied by an EcoWise Certified IPM Practitioner if in training Contractor shall be registered with the County Agricultural Commissioner in the County of Santa Clara Applicators training shall be part of this IPM

4. Record Keeping and Reporting – The IPM shall provide labels and material safety data sheets for each pesticide used at each site and shall provide pesticide use records on monthly basis electronically no later than the 10th day of the subsequent month to the Milpitas Urban Runoff Program Manager at 455 E Calaveras Blvd, Milpitas CA 95035

The records shall include date applicator target pest, site treated product name product manufacturer U S EPA s product registration number total product used (lbs oz. pts gallons etc) Copy of this Reporting Form is attached as **Attachment – B**

Pesticides shall be used only as a last resort, with the lowest toxicity pesticides given first priority for use Before use the Contractor shall provide the city a written pesticide use recommendation issued by a licensed agricultural pest control advisor and shall the pesticide material safety data sheet The pesticide use recommendation shall contain, but not be limited to the target pest, application rate precautionary statement, and any restrictions and special conditions

Before application, the Contractor shall ensure it displays emergency information on all vehicles carrying pesticides and all pesticides containers shall be labeled as required by the California Departmen of Pesticides Regulation

Attachment B

City of Milpitas Contractor Monthly Pesticide Use Report

Contractor
Contact Person
Address
Phone number, e-mail address & web-site
Month of

									Dry Weight		Wet Weight			
Date	Applicator's Name	Site Treated	Target Pest	Product Name	Product Manufacturer	EPA Reg #	Active Ingredients	Code	LB	OZ	PT	QT	GA	Number of Applications

Total Product Used in Pounds (LB)
Total Product Used in (Gallons (GA)

Contractor shall submit a copy of this report no later than the 3rd of the subsequent month to
City of Milpitas
455 E Calaveras Blvd
Milpitas, CA 95035
Attn Urban Runoff Program Manager

CITY OF MILPITAS

PURCHASING DIVISION

455 East Calaveras Boulevard, Milpitas California 95035-5411 www.ci.milpitas.ca.gov

Phone 408-586-3161 Fax 408-586-3170

April 26 2018

ADDENDUM No 1

TO ALL PROSPECTIVE PROPOSERS

The purpose of this Addendum No is to make changes to the **Request For Proposal (RFP) No. 2233 City-Owned Tree Maintenance** as follows

1 The City added necessary contract clauses and documentation relating to prevailing wage however the Scope of Work remains unchanged You are directed to disregard the original RFP 2233 in its entirety and work from the newly issued **RFP 2233 City-Owned Tree Maintenance - REVISED.** Please be sure not to confuse the two as the City will only accept submissions based on **RFP 2233 City-Owned Tree Maintenance - REVISED**

2 This Addendum No 1 is hereby incorporated and made part of RFP No 2233 for "**City-Owned Tree Maintenance - REVISED** All other provisions of the documents and specifications shall remain in full force and effect

Date

Chris Schroeder Purchasing Agent

Purchase

Questions for Bid RFP #2233 - City-Owned Tree Maintenance - Revised

Question #1

1. On the Proposal Offer Form, under Key Services, the categories "Light Pruning," "Grid Pruning," "Large Scale Prune," and "Service Request Prune," what size trees are we to use to determine the unit prices? Additionally, for each of those categories there is a column titled "Estimated Annual Units." How many units are we to assume will be assigned to each of those categories.

2. On the Proposal Offer Form, under Specialty Services, Section F, "Root Pruning" there are specifications for every other bid item, but not for the root pruning portion. Please supply specs for the Root Pruning bid item.

Apr 20, 2018 11:43:36 AM PDT
By: Arboricultural Specialties, Inc - Stirfry

Answers

Answer 1 These services are not based on tree size rather the scope of service. Please see Tree Prune Specifications beginning on Page 45.

Answer 2 Root pruning shall conform to ANSI A300 Part 8, and as directed by the Certified Arborist.

Apr 24, 2018 4 45:02 PM PDT
By zdevine

Archive

Question #2

Your response to our initial question did not contain an answer to the second part of question number one. Please explain how we are to fill the column labeled "Estimated Annual Units"

Apr 25, 2018 8:17:20 AM PDT
By Arboricultural Specialties, Inc - Stirfry

Answers

For grid pruning, approximately 3500 as described Exhibit A, Letter C, Item 2 and Letter P - Schedules.

The annually estimated units are 3500 trees which may include light, grid and large-scale pruning based on the size of the trees within the designated zones. For the basis of this award only, use the following estimates 700 large, 700 light and 2100 grid prunes. Please note that this is not an engineer's estimate of expected work but provided only as a uniform example to assist with the mathematical computation of pricing.

Apr 25, 2018 3 25.12 PM PDT
By: zdevine

Archive

Question #3

1. On 30 of 61, is No. 9. "Labor Markup Percentage" supposed to be the percentage over any given total prevailing wage rate, including fringe benefits, that we will charge?

May 2, 2018 8:28:57 AM PDT
By. Arboricultural Specialties, Inc - Stirfry

2. On Page 28 of 61, under On-Call Services (Sections B-F), The unit provided for tree removals and stump removals is "Each". However, the specifications, on page 55 of 61, Section Y, Tree Removal, Paragraph 2 refers to "The Diameter Price given by the Contractor for tree removals". Please confirm that the unit for tree removals and stump removals should actually be "Diameter-Inch", rather than "Each". If the pricing is based on "Each" rather than "Diameter-Inch", contractors will forced to assume the maximum possible size for any given tree and/or stump, given the wide disparity between the price to remove a small tree and a large tree, and prices on these line items will be artificially inflated

Answers

1) The labor mark-up is at the discretion of the proposer The City has not set a maximum in that regard.

May 2, 2018 10:13:55 AM PDT
By zdevine

2) Where "diameter-inch" is stated on Page 55, Item Y, number 2, it should state "unit price". This will also pertain to all such mentions in Item Y.

Archive

Question #4

When bidding tree removal and stump removal, what size should we bid? Please be aware that the cost of taking out a 10" tree is vastly lower than the cost of taking down a 36" tree. One price does not fit all for tree removals.

May 2, 2018 1 16.36 PM PDT
By: Arboricultural Specialties Inc - Stirfry

Answers

The City is requesting unit pricing for any size tree stump removal. It is expected to be a small part of work provided by the Successful Proposer.

May 2, 2018 2 43 32 PM PDT
By zdevine

Archive

Question #5

Is 2·00pm PDT today the cutoff for questions?

May 2, 2018 2:38·43 PM PDT
By. City of Milpitas - zdevine

Answers

Yes

Archive

May 2, 2018 2:41·57 PM PDT
By: Robert Hill

Confirmed. In order to give all bidders time to consider the questions already asked in their proposal, no more questions will be answered after 2:00pm PDT 5/2/18.

Archive

May 2, 2018 2:42·55 PM PDT
By chrisschroeder

View Bid

Customer Support agencysupport@publicpurchase.com | Copyright 1999-2018 © The Public Group, LLC All rights reserved

Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

May 10, 2018

City of Milpitas
Purchasing Division
***Attn:* Zachary DeVine**
445 E Calaveras Blvd
Milipitas, CA 95035

RE: RFP: No. 2233 City-Owned Tree Maintenance

Due· Thursday, May 10, 2018 at 2:00PM

To whom it may concern,

Thank you for allowing West Coast Arborists, Inc. (WCA) with the opportunity to submit a proposal for tree maintenance services for the City of Milpitas WCA is a family-owned and operated company employing over 850 full-time employees providing various tasks to achieve one goal serving communities who care about trees and landscape

WCA has a 45-year track record of working for more than 250 California and Arizona municipalities as well as other various agencies Our company has been in business since 1972 and is a corporation licensed by the California State Contractors License Boards under license #366764 We have held this license in good standing since 1978 The license specializes in Class C61 (Tree Service) as well as Class C27 (Landscaping) We currently employ over 80 Certified Arborists and over 110 Certified Tree workers, as recognized by the Western Chapter of the International Society of Arboriculture WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956 Should we be awarded this project, we shall use full-time, in-house employees, no subcontractors will be used

Our employees will operate from one of our seven California offices Anaheim (Corporate HQ), Fresno, Riverside, San Diego, San Jose Stockton, and Ventura For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P Marketing, at (714) 991-1900 or at
Juan Ortiz, Area Manager, will be assigned to this project should WCA be awarded a contract He can be reached at (408) 591-4860 or

We have reviewed, understand, and agree to the terms and conditions described in this RFP We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability In response to the litigation inquiry we'd like to disclose the following incident from 2017

Large mature Eucalyptus tree uprooted and struck bystanders at a City of Whittier park while taking photos under the tree. Several people were injured and one death occurred as a result of the fallen tree Currently there are 22 plaintiffs The case is in the beginning phases and has just been transferred to the Norwalk court jurisdiction WCA was pulled in as a cross-complaint from the City of Whittier

Case No BC656449 - Mojarro, et al v City of Whittier, et al
Case No BC666844 – Stephanie Oviatt v City of Whittier, WCA

Should you have any further questions or require additional information, please let us know

Sincerely,

Victor Gonzalez,
Vice President

2 COMPANY PROFILE

WEST COAST ARBORISTS, INC. (WCA) is a family-owned and operated union company employing over 844 full-time employees providing tree maintenance and management services We are proudly serving over 270 municipalities and public agencies We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona

COMPANY INFORMATION

President Patrick Mahoney
Organization Type Corporation
Established 1972
Federal Tax ID 95 3250682
DIR Registration 1000000956
Members of Laborers Union LiUNA!

CORPORATE OFFICE

2200 E Via Burton St
Anaheim CA 92806

REGIONAL OFFICES

Fresno CA
Phoenix AZ
Riverside CA
Sacramento CA
San Diego CA
San Jose CA
San Francisco CA
Stockton CA
Ventura CA

CONTRACT ADMINISTRATION

Victor Gonzalez Vice President
Corporate Office
Phone (714) 991-1900
Fax (714) 956 3745
Email vgonzalez@wcainc com

FIELD MANAGEMENT

Juan Ortiz Area Manager
390 Martin Ave
Santa Clara CA 95050
Phone (408) 855-8660
Fax (408) 844-8606
Email jortiz@wcainc com

EMERGENCY RESPONSE 24/7

866-LIMB-DOWN

OUR VISION

As a corporate citizen WCA's responsibility and accountability are to the communities where we do business We hold ourselves to the highest standards of ethical conduct and environmental responsibility communicating openly with our customers and the communities in which we work It is our goal and vision to lead the industry in state of-the-art urban tree care and management services

Tree care professionals serving communities who care about trees.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority We guarantee your complete satisfaction with every facet of our services Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability integrity quality and courtesy We authorize our employees to do whatever is necessary to achieve the highest quality results We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time We are committed to courteous and prompt customer service to fully resolve any issue

80+ ISA Certified Arborists

40+ Years Experience (Similar Size & Scope)

840+ Qualified Employees

Proud Union Company Liuna!

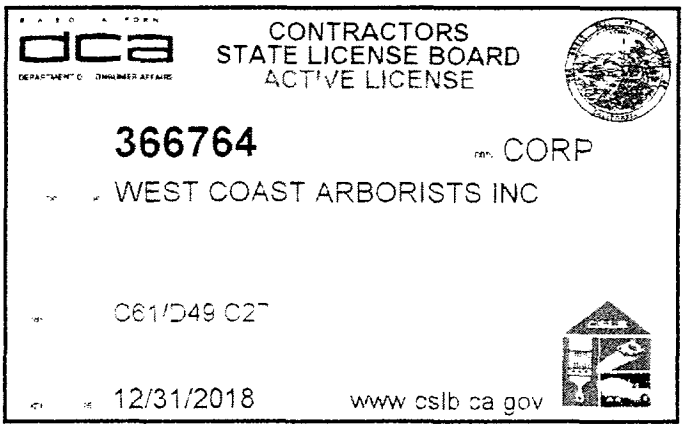
Local Office San Jose

1250 Pieces of Equipment (Owned)

CORPORATE CAPABILITIES

West Coast Arborists Inc is committed to successfully completing each project in accordance with the specifications budget schedule and with the highest quality of service Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities which not only provide a sense of comfort and confidence to our customers but also assure them of our continuous ability to carry out the duties of managing their urban forest

- In business continuously and actively since 1972
- Contractor's License C61/D49 & C27
- Over $8,500,000 line of credit available
- Bonded by CBIC, an A+ rated company
- Over 840 employees
- Over 270 contracts with public agencies
- 81 Certified Arborists
- 142 Certified Treeworkers
- Drug-free workplace
- 14,000 sq ft company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg 500,000 trees **pruned** annually over past 3 years
- Avg 18,000 trees **removed** annually over past 3 years
- Avg 14,000 trees **planted** annually over past 3 years
- Avg 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to $10 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over $95 million annually
- Fleet of over 1,250 pieces of equipment

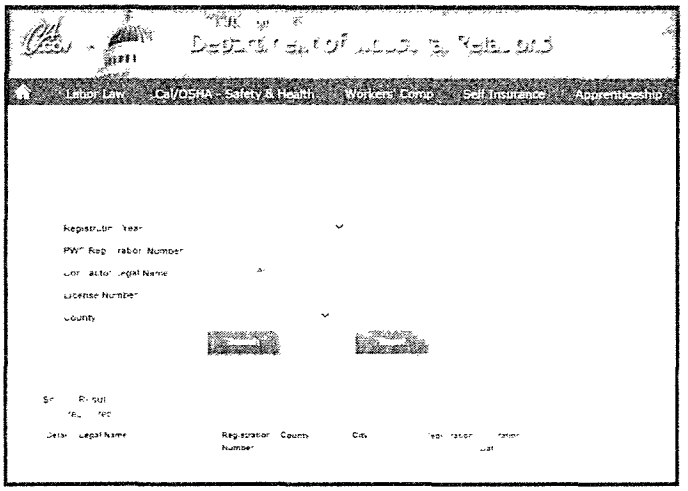

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

366764 CORP

WEST COAST ARBORISTS INC

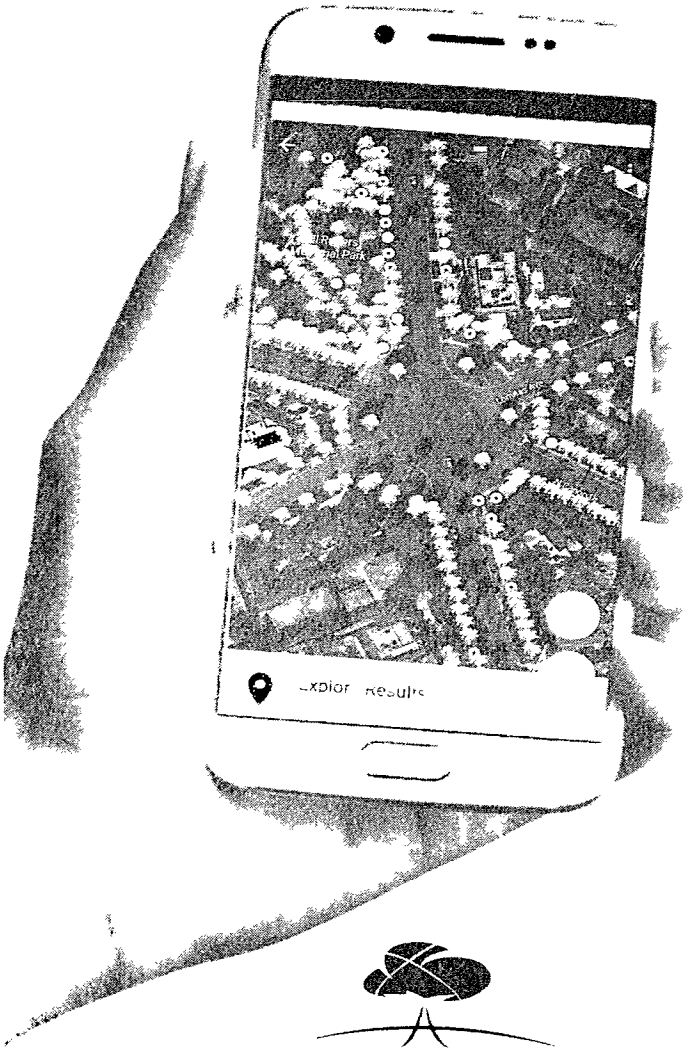
C61/D49 C27

12/31/2018 www cslb ca gov



Active Memberships:

Tree Care Industry Association (TCIA)
International Society of Arboriculture (ISA)
League of California Cities (LCC)
California Parks & Recreation Society (CPRS)
Association of California Cities Orange County (ACCOC)
Maintenance Superintendents Association (MSA)
California Landscape Contractors Association (CLCA)
Street Tree Seminar (STS)
California Urban Forest Council (CaUFC)
American Public Works Association (APWA)



ARBOR™

ARBORACCESS FEATURES

- Ease of use
- Create work orders
- View tree site details
- View work history
- View invoices
- Mobile app
- Live data
- GIS/GPS mapping

LIST TRACKING SYSTEM

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the Agency. Proper use of this system enables the Agency and WCA to track the completion of work that is ordered.

TECHNICAL APPROACH

INVENTORY SOFTWARE- ARBORACCESS

Our tree management program sets us apart from other companies. With nearly 2,000 active users, ArborAccess and our mobile app will help you easily manage your urban forest with ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species type, and parkway size. Features allow you to view and edit work history records and create work orders directly from the field all from our secure cloud.

The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

SOFTWARE TRAINING

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

WCA has completed **300+** GPS tree inventories.

BILLING

WCA Inc operates a modern invoicing system that is updated on a daily basis Progress billings will be submitted to the Customers on a bi-weekly basis unless otherwise requested Invoices will reflect an amount complete for the billing period along with a year-to-date total for that job Each billing will include a listing of completed work by address tree species work performed and appropriate data acceptable to the customer This information will be supplied in hardcopy and immediately accessible on ArborAccess Job balances reflecting the percent of completion for each job can be viewed on ArborAccess

SAMPLE MANAGEMENT TOOLS

DETAILED TREE SITE CHARACHTERISTICS

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field ArborAccess' built-in quality control features assist in data accuracy As maintenance is performed the work history is updated and accompanied with bi weekly invoices This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate

MAINTENANCE RECORDS

Accurate maintenance records for each location oftentimes can assist the Agency with liability claims Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest It is imperative that work requests are pulled from the system prior to the work being performed otherwise inventory accuracy is not guaranteed.

SAMPLE AGENCY

SPECIES FREQUENCY REPORT

Botanical	Common	Total	Pct.
Liquidamba styraciflua	AMERICAN SWEETGUM	4 781	14 36%
Lagerstroemia indica	CRAPE MYPTLE	2 008	6 03%
Ulmus parvifolia	CHINESE ELM	1 963	5 90%
Fraxinus velutina Modesto	MODESTO ASH	1 820	5 47%
Cupaniopsis anacardioides	CARROTWOOD	1 568	4 71%
Fraxinus velutina	ARIZONA ASH	1 259	3 78%
Pinus canariensis	CANARY ISLAND PINE	1 191	3 58%
Grevillea robusta	SILK OAK	1 147	3 47%
Pistacia chinensis	CHINESE PISTACHE	1 127	3 39%
Liriodendron tulipifera	TULIP TREE	1 076	3 23%
Othe	OTHER	15 355	46 13%
Total Trees		**33,289**	**100%**

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation deadly disease or even estimating future maintenance costs In addition an analysis can be performed to evaluate the history of the performance of a particular species within your Agency

DETAILED REPORTING OPTIONS

- Inventory
- View Invoices
- Job Balances
- Green Waste
- Work History
- Work Type by District
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency (sample above)
- All Tees at an Address
- Estimated Tree Value

PRUNE CLASSIFICATIONS

Grid Prune- Grid tree pruning is based on pruning in pre-designed districts or grids on a set cycle and includes all trees (small medium and large-sized) Pruning will include structural pruning crown raising and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 25% of the live foliage removed at a given time

Full Prune/Crown Reduction– Crown reduction is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be reduced A full prune is recommended when the primary objective is to maintain or improve tree health and structure and includes pruning to reduce overall canopy mass and excessive wood weight Trees that are identified for a full prune shall have more than 25% of the live foliage removed at a given time

Service Requests

A Service Request Prune includes tree maintenance services on designated tree(s) as ordered by the Agency Arborist or designee Pruning may include structural pruning crown raising crown cleaning or pruning to reduce/restore the crown Whichever work type is ordered by the Agency pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice Tree Pruning Guidelines Work assignments from the Agency may require mobilization from one tree site to another within the Agency

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines

Small Tree Care

Proper pruning and care during the early stages of the tree's life will save money in the future and create a safer more beautiful healthy easy-to-maintain tree We believe that tree care that is performed early will affect its shape strength and life span Our specialized small tree care team consists of certified personnel trained to perform the following

- Selective structural pruning
- Removal of dead interfering split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement

3 EXECUTION PLAN

Palm Trunk Skinning

Palm tree skinning consists of the removal of dead frond bases (only) at the point they make contact with the trunk without damage to the live trunk tissue

Root Pruning

We strongly recommend against any root pruning however should the Agency elect to proceed we recommend that it be done no closer than 3 times the diameter of the trunk Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots so as not to tear or vibrate the root causing damage to the tree The excavated area will be backfilled with native soil and debris will be hauled away

Tree Removal Operations

With a minimum of 48 hours advanced notice WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage Immediately following the removal the stump will be ground down if ordered to do so and with proper USA notification

Tree Planting

We can replace trees that have been removed and plant new trees in accordance with specifications We are prepared financially and logistically to acquire and purchase selected tree species for tree planting At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines A well-trained planting team will perform the soil preparation and installation of the tree

Tree Watering

Tree watering will be performed by a full-time WCA team member on various routes when requested by the Agency This team will also be responsible for reporting special care needs to the small tree care team This could include reporting weeds soil that has settled and/or staking and tying needs

Emergency Response

We are prepared for emergency calls 24 hours a day 7 days a week, including holidays The toll free number is 866-LIMB-DOWN (866-546-2369) This number will be provided to the Agency Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday

Crew Rental

Due to our vast amount of resources including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services

- Flag hanging
- Holiday light installation
- Changing ball park lights
- Misc use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports tree evaluations and site inspections based on your specific needs Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis

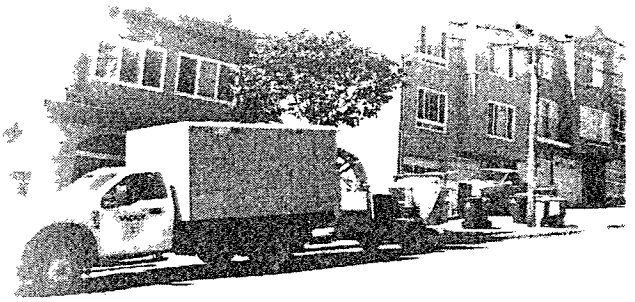
Plant Health Care

Tim Crothers, Plant Health Care Manager

- ISA Board Certified Master Arborist WE-7655 BUM
- DPR Qualified Pest Control Applicator #145321
- QAL Category B & D

Our PHC program managed by Tim Crothers goes beyond standard chemical applications We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation This service allows us to provide you with

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

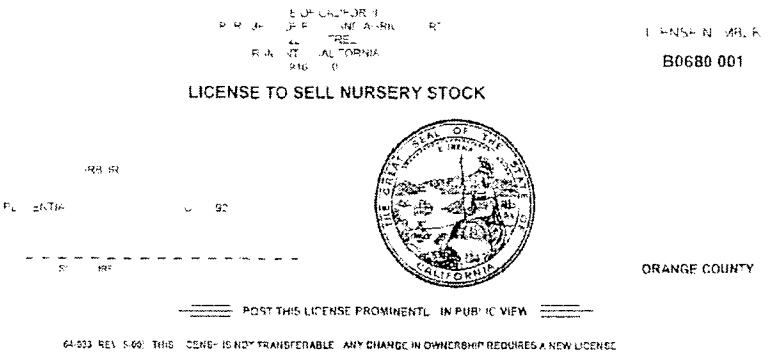


ABILITY TO ACQUIRE, PURCHASE & STAGE TREES

Cities expect the highest quality of new trees proven varieties and an organization with the knowledge and skills to provide them with the latest and most reliable information available related to tree planting By meeting these expectations we're able to contribute to the success of reforestation projects within communities In order to complete successful tree planting programs cities can rely on us to locate acquire and purchase different tree species

As part of our Corporate Capability we are financially able to purchase large quantities of trees for planting projects Being familiar with over 50 nurseries in California allows us to obtain the best tree available from a broad and plentiful stock The process by which we obtain trees is quite simple First we utilize our database of nurseries and contact several of them requesting specific trees with their prices

Upon locating the availability of trees we then perform a tree pre-inspection at the nursery When time is of the essence nurseries will provide us with photos either by mail or by e-mail for our review Once the trees are purchased and depending on the size of the project we have them delivered to our facility or if possible at a staging area within the Agency It is through this process that we have planted an average of 14 000 trees for all of our customers each year during the past three years



GREEN WASTE

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program With the steadily-increasing concern for the ecological health of our communities WCA has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing Verification of amounts recycled will be obtained and reported by WCA via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage

MULCH is made from coarse ground branches and leaves It should be spread on the ground at a rate of six to twelve inches for best effect Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds Once the mulch has decayed it returns nitrogen which helps build the quality of soil for plants A large amount of tree debris is processed by WCA and used in large scale mulching projects for establishing native plants in open space areas

COMPOST is made from fine ground branches leaves or other organic material When mixed with oxygen and water the organic material will decay or "compost" A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil You can make compost at home in a pile in your yard or in a bin that you make or purchase Large scale composting is done at regional recycling facilities

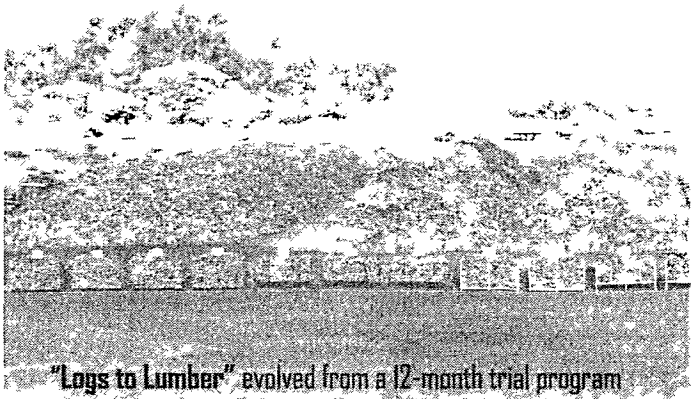
FIREWOOD is traditionally the most common use of large branches and logs Firewood is used to heat homes during winter months WCA takes logs to our yard

LOGS TO LUMBER is an old idea with a new approach by converting Agency trees into usable lumber WCA worked on a twelve month trial program with the California Department of Forestry and Fire Protection to create an environmentally sound and socially responsible alternative to importing lumber from other areas reducing our demand on trees from natural forests

LOGS TO LUMBER

Recycling the Urban Forest

WCA
WCAINC COM



"Logs to Lumber" evolved from a 12-month trial program where West Coast Arborists, Inc. (WCA) worked with the California Department of Forestry and Fire Protection (CDF).

The Goal
is to create an environmentally sound and socially responsible alternative to importing lumber from other areas and to reduce the demand on trees from natural forests

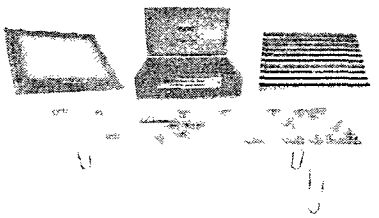
Reducing
waste from the urban forest

Converting
trees removed into useable lumber

Assisting
with landfill diversion (AB939)

Giving
back to the Community!

The program proves to be successful and now WCA transports suitable logs to our wood recycling center Woodhill Firewood



IMPLEMENTATION PLAN

To ensure the quality of work and the level of service expected WCA abides by a well-defined quality control plan that incorporates the following

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Project/Area Manager: JUAN ORTIZ

ISA Certified Arborist #WE 8514AT
ISA Tree Risk Assessment #E1619
ATSSA Traffic Control 456959
TLC Wildlife Aware

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff local residents and business owners etc The Area Manger will provide overall field supervision and crew management

Daily Management

Daily management will consist of but not be limited to

- Email notification complete with location crew equipment type and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

Weekly management will consist of but is not limited to

- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication with the Agency Inspector and field crew

Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance We recommend equal distribution of work throughout the course of the fiscal year Notifications will be provided to residents prior to the start of pruning operations in said area All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience

Public Notification

Upon Agency staff approval WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours) After tree plantings door hangers will be provided to residents instructing them on the proper care for their newly planted tree For more comprehensive outreach we can also submit a press release for special projects or routine maintenance The Agency may modify the procedures and materials to which we notify residents

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency Management and Field Personnel utilize smart phones as both navigational and communication devices in the field Smart phones have proven to be a convenient method to input data as related to tree inventories daily work records timesheets photos and billing information eliminating the need to handwrite data and improving customer service by minimizing response time

Permits and Licensing

WCA will procure a City Business License as necessary and any 'no fee' permits prior to commencement of work. Permits (i e encroachment traffic control etc) requiring fees will be charged back to the Agency

Right-of-Way

All work will be performed in the public right-of-way Employees will not utilize private property for eating breaks or any other reason or use water or electricity from such property without prior written permission of owner

Cooperation and Collateral Work

WCA will give right to operate within the project to the Agency workers and/other contractors utility companies street sweepers and others as needed in a cooperative effort to minimize interference in daily operations

WORKFLOW TIMELINE

Grid Pruning Flowchart (30 day Completion)

Work request received from Customer

CSR creates a work order & gives to Area Manager

Area Manager schedules the work & informs the Customer

Work order is given to the Foreman

Foreman posts public notices

Crew performs work

Foreman completes work order & inventory then submits to office

CSR closes work order Billing Dept prepares invoice

Removal Flowchart (15 day Completion)

Customer marks trees for USA & notifies resident

Work request received from Customer

CSR creates work order & contacts USA 48 hours in advance of work

Work order is given to the Area Manager

Area Manager schedules work, informs the Customer & gives work order to Foreman

Crew performs work

Foreman completes work order & inventory then submits to office

CSR closes work order Billing Dept prepares invoice

Planting Flowchart (15 day Completion)

Work request received from Customer

CSR prepares work order & orders tree(s) from Nursery Manager

CSR gives work order to Area Manager to schedule work & inform the Customer

Work order is given to the Foreman

Crew performs work & hangs tree care door hanger

Foreman completes work order & inventory then turns in

CSR closes work order Billing Dept prepares invoice

Billing Dept. processes & prepares invoice

Service Request Flowchart (15 day Completion)

Work request received from Customer

CSR creates a work order & gives to Area Manager

Area Manager schedules the work & informs the Customer

Work order is given to the Foreman

Foreman posts public notices

Crew performs work

Foreman completes work order & inventory then turns in

CSR closes work order Billing Dept. prepares invoice

Emergency Flowchart (1 Hour Response/ 24 Hour Completion)

Emergency request received from Customer

On-Call Supervisor dispatches Emergency Crew

Supervisor creates work order & sends to Foreman

Crew performs necessary work to ensure safety

Crew sends notification and photos to Customer and Supervisor that work is complete

If applicable crew return to site next day to complete work

Foreman completes work order & inventory then turns in

CSR closes work order Billing Dept prepares invoice

EMERGENCY CONTACTS

TOLL FREE

866.546.2369

in case of emergency
after normal business hours

Leave a message, if you do not receive a call back within 10 minutes, call the following contacts in order:

JUAN ORTIZ AREA MANAGER
(408) 591-4860

RAY ONTIVEROS SUPERVISOR
(408) 210-7149

JOSE LUIS ABALOS SUPERVISOR
(408) 426-1542

JORGE ARREOLA FOREMAN
(408) 569-3183

PEDRO HERNANDEZ FOREMAN
(775) 412-2730

After confirmation from the on-call Manager, you can email multiple locations to:

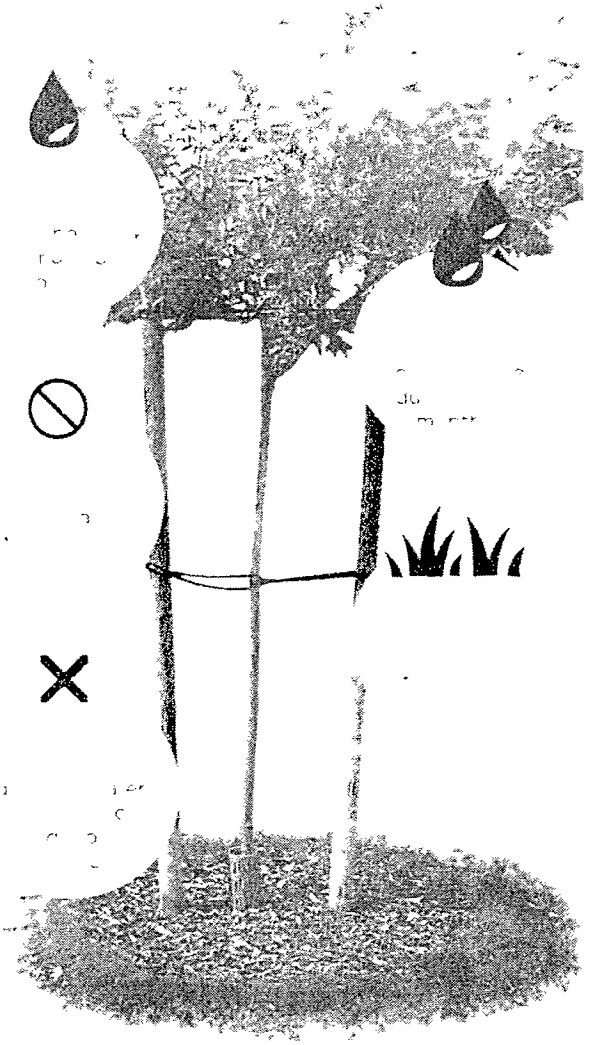
LIMBDOWN@WCAINC.COM

NORMAL BUSINESS HOURS
(408) 855-8660

WCA

SAMPLE PLANTING DOOR HANGER

HELP
ME GROW!



WCA

Services Provided B

800.521.3714

TREE CARE PROFESSIONALS
SERVING COMMUNITIES WHO CARE ABOUT TREES

Project Site Maintenance

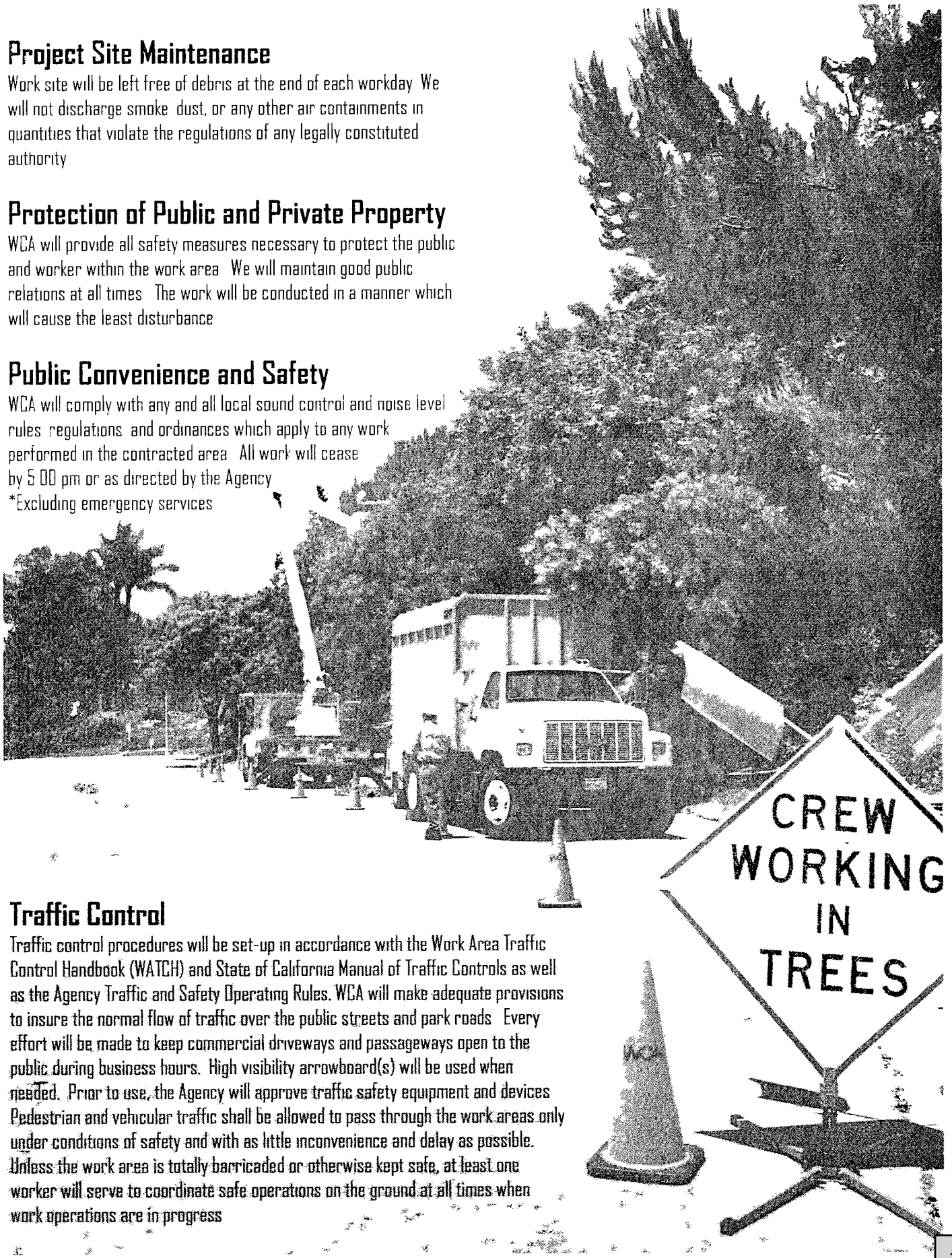
Work site will be left free of debris at the end of each workday We will not discharge smoke dust, or any other air containments in quantities that violate the regulations of any legally constituted authority

Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area We will maintain good public relations at all times The work will be conducted in a manner which will cause the least disturbance

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules regulations and ordinances which apply to any work performed in the contracted area All work will cease by 5 00 pm or as directed by the Agency
*Excluding emergency services



Traffic Control

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress

Customer Service Department

As we work with or near the public we are mindful that we will most likely be the first person the public contacts We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders

Complaints & Damage Resolution

Should there be any property damage we adhere to specific procedures to resolve the problem The Foreman on the job site will notify the resident and the Inspector immediately

If the resident is not at home then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office The ultimate goal at each work site is to leave the property in the same condition as before we entered it We will notify the Agency Representative immediately upon damage of personal property including plans for corrective measures to take place within 48

All WCA vehicles are equipped with an Accident Kit should anything happen during the work day Each kit has an Incident Report an Accident Report an Injury Report, a camera First Aid instructions and protocol for contacting the corporate office A computerized log of all incidents is maintained to include the date time of occurrence location problem and action to be taken pursuant thereto or reasoning for non action

Any activities found by the Agency to be unacceptable will be rectified immediately All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence We have teams specifically assigned for handling damage to properties both private and public Through our communication system we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair We pride ourselves on professional workmanship to avoid these types of incidents however should one occur we take all appropriate measures to resolve the matter in a timely and efficient manner

OATH OF COMMITMENT

WCA is committed to working with the City of Milpitas to develop and maintain a work schedule that will provide the citizens with the most effective and efficient means to perform tree care services We will adhere to the schedule established by the City and ensure residents of our dedication to completing work in a timely manner We understand that there may be fluctuations in the City's budget and that the City may ask us to reduce service levels in an effort to meet the current economic demands By being flexible we can help to ease any financial strain promote contractor stability and guarantee residents with quality tree care & customer service

This is our oath of commitment to uphold the prestigious namesake of the The City of Milpitas by providing gold standard tree care services

Patrick Mahoney President 5/8/18

Modern Fleet consisting of 1000+ pieces of equipment.

1000+

FIELD CREW TRUCKS

15 Booms:	9 Chipper Trucks	1 Crane
4 - 40'	11 Chippers	3 Trailers
8 - 55'	9 Pickups	1 Flatbed
3 - 60'	1 Roll Off	2 Arrowboards
1 - 90'	1 Loader	

EQUIPMENT

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety All equipment is routinely serviced painted and detailed All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications as required

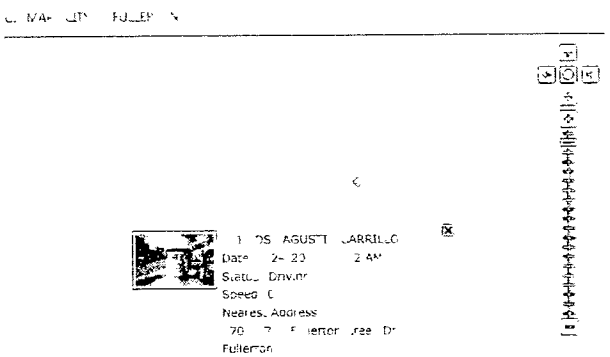
CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the CHP Biennial Inspection Award of Recognition This inspection has assisted our company in instituting several safety programs as well as our Preventative Maintenance Program utilized by our in-house fleet department The inspection reviews our vehicle maintenance and repair records our procedural methods and policies for vehicle maintenance and operations This certification ensures that our vehicles operate safely

GEO-TAB

WCA has partnered with Geo Tab to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size reducing labor overtime and insurance and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions GPS units helps us to better dispatch so that we can service more customers faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers



COMPANY EQUIPMENT LIST

Pick Up Trucks	261
Aerial Lift Devices	252
95' Aerial Devices	15
Dump Trucks	147
Flat Beds	39
Forklifts	6
Arrowboards	60
ATVs	4
Stump Grinders	48
Loaders	65
Rubber Track Loader	1
Root Pruners	2
Rolloff Trucks	39
Saw Mill	2
Log Skidder	1
Back Hoes	1
Brush Chippers	152
Cranes	5
Toyota Prius	10
Toyota Yaris	8
Ford CMAX	4

4 PERSONNEL ASSIGNED

Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.

INTRODUCTION

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee Staff members have diverse educational backgrounds including accounting business administration engineering and forestry

WORK FORCE

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services These skilled employees can only be achieved through both training and work experience We believe that essential experience should always be obtained through qualified supervision this includes both basic and extended skills WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew or career advancement The work performed on this contract is routine recurring and usual The work includes watering trimming pruning planting removal and replacement of trees and plants and servicing of irrigation The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer) "

CERTIFICATION

WCA encourages its employees to get certified through the International Society of Arboriculture in an effort to raise the standard of professional tree care companies This standard exemplifies our company's commitment to providing customers with competent knowledgeable certified workers WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers

CREW EVALUATION

WCA employees are evaluated through an internal mechanism supervised by our Management Team Each employee performs their duties according to a criteria-based job description that reflects safety quality workmanship productivity appropriateness of care problem solving and customer service A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified

Patrick Mahoney President

Richard Mahoney Vice President

Russ Epperson Vice President

Debbie DePasquale VP Human Resources

Chris Epperson VP IT

Victor Gonzalez VP Marketing

Andy Trotter VP Field Operations

Randy Thompson VP Operations

Irvin Pinegar Regional Manager

UPPER MANAGEMENT TEAM

From marketing contract administration field and fleet management, to information technology our Upper Management Team is involved in the day to-day operations supporting each Project Team and Customer to ensure the highest quality of tree care is being achieved in the industry

PROJECT TEAM

JUAN ORTIZ, AREA MANAGER & SUPVERVISOR

ISA Certified Arborist #WE 8514 AT • ISA Tree Risk Assessment #E1619 • TCIA Certified Arborist #303 • TLC Wildlife Aware

Mr Ortiz has been with WCA since 2002 He has over 15 years experience in the arboriculture field He is responsible for estimating scheduling contract administration personnel and daily operation He is responsible for field operations customers service and management of crews throughout Santa Clara County Through his employment he has gained valuable experience in computer estimating tree inventory systems and costing programs which are essential in the efficient operation of tree crews

JOSE ABALOS, SUPERVISOR

TLC Wildlife Aware • TCIA Certified Treecare Safety Professional #2597

As Site Supervisor Ray is a full time employee who speaks fluent English He is responsible for reviewing the day's activities assisting the Area Manager in scheduling and ensuring proper safety procedures are being followed As Supervisor he will communicate with contract administrators and other interested parties on a daily basis Report and resolve malfunctions damage or industrial injury He will also assist in employee training programs maintain records and file daily reports and receipts

LORENE OKAMOTO, CUSTOMER SERVICE REPRESENTATIVE (CSR)

As the CSR (Customer Service Representative) Lorene is responsible for providing support to the Area Manager Site Supervisors and crew She is to act as a liaison between the company and it's clients as well as the general public Lorene is responsible for responding to customer service inquires and facilitating contracting functions such as mapping underground service alert data entry field book preparation list preparation etc

ERNESTO MACIAS, SAFETY MANAGER/ UNION LIAISON

ISA Certified Arborist #WE 7120AUM • TICA Safety Professional #1115

Ensures safety company-wide which includes the development, implementation and review of the company's in-house training programs crew safety audits and the company's Injury & Illness Prevention Program

TIM CROTHERS, PLANT HEALTH CARE MANAGER

ISA Board Certified Master Arborist WE 7655 BUM • DPR Qualified Pest Control Applicator #145321 QAL Category B & D

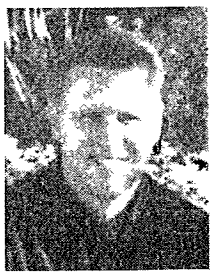
WCA's PHC program is managed in-house there is no subcontracting Staff is licensed by the CA Dept of Pesticide Regulation Our program goes beyond standard chemical applications as we expanded our services to include an Integrated Pest Management program Inspection diagnosis and treatments are available as needed

Juan Ortiz Area Mgr

Jose Abalos Supervisor

Lorene Okamoto CSR

Ernesto Macias Safety Mgr


Tim Crothers PHC Mgr

844

Employees

In partnership with the Laborer's International Union of North America
Higher Standards + Exemplary Training = Superior Employees

ISA Certified

81 Arborists

5 Board Certified Master Arborists

142 Tree Workers

WCA staff is trained to design and implement Traffic Control Plans

ATSSA

1 Certified Urban Forester

74 WCA Certified Utility Line Clearance Workers

18 ISA Certified Utility Specialists

25 TCIA Certified Tree Care Safety Professionals

8 ISA Municipal Specialist

1 Nursery in Placentia & Dedicated Manager

6 Information Technology Specialists

75 Fleet Mechanics

16 NCCCO Certified Crane Operators

Unique Capabilities

PHC

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications

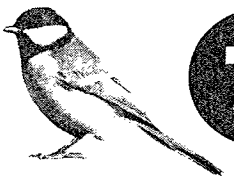
CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

2 Advisors

10 Applicators

WILDLIFE PROTECTION

WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for Tree Care for Birds and Other Wildlife



70

WCA has 70 staff members certified through the Wildlife Aware and Wildlife Training Institute

Board Certified Master Arborists

Michael Palat WE 6541 BUM
Kelley Gilleran WE 7061 B
Tim Crothers WE 7655 BUM
Cris Falco WE 7490 B
Glenn Reeve WE 10177 B

ASCA | RCA

2 ASCA Consulting Arborists: Michael Mahoney, RCA #353 - Cris Falco, RCA #557

WCA's ISA Certified Arborists

Employee Name	Cert #
ADAN BALTAZAR REYNAGA	WE-7786AT
AL EPPERSON	WE-0719A
ANDREW R. TROTTER	WE-0642A
ARLENE BISCAN	WE-9806A
BENJAMIN EUGENE BORDSON	WE-10777A
BRIAN C. KIRKEGAARD	WE-10476A
BRIAN M. KOCH	WE-0341A
CALVIN E. HAUPT	WE-7634A
CARLOS BRACAMONTES	WE-8557A
CHARLES PATRICK MADSEN	WE-0462A
CORINNE GRUNDER-BASSETT	WE-11625A
CRISTIAN ANGELO FALCO	WE-7490A
CURTIS PATRICK WORTH	WE-10872A
DANIEL CHAVARRIA	WE-10292A
DANIEL MAHONEY	WE-10434A
DAVID COOPER	WE-0497A
DEBORAH DEPASQUALE	WE-3812A
EDUARDO VARGAS	WE-11058AT
ELOY MARQUEZ	WE-11566AT
ERICK SERRANO	WE-6750A
ERNESTO J. F. MACIAS	WE-7120A
EUGENE BARRIENTOS	WE-8701A
FELIX HERNANDEZ	WE-2037A
GERARDO PEREZ	WE-9131AT
GERARDO MARTINEZ GARCIA	WE-11358A
GLENN D. WHITLOCK REEVE	WE-10177A
GONZALO REGALADO	WE-9952A
HECTOR MONTES	WE-8079A
HERMINIO PADILLA	WE-7552A
HUGO ANGEL RINCON	WE-8710A
IGNACIO LOPEZ	WE-7329A
ISIDRO ESTRADA BARBOZA	WE-11685A
J. ALONSO GARCIA-LOPEZ	WE-8499A
JAIME ROGELIO HERNANDEZ	WE-5297A
JAMES CHARLES WORKING	WE-1592A
JAMES PAUL SPECK II	WE-10858AT
JARED LEE MAYSEY	WE-11510A
JASON PINEGAR	WE-2039AU
JASON ROSS DAVLIN	WE-7628A
JEFFERY B. WILLIAMS	WE-1100A
JESUS RAYA	WE-3449A
JOEL LOPEZ	WE-10871A
JOHN LEE PINEDA	WE-10367A
JORGE MAGANA	WE-3460A
JOSE A. GONZALEZ MENDEZ	WE-6475A
JOSE M. CORTEZ TORRES	WE-8539A
JOSE M. CHAVARRIA MANZO	WE-11210AT
JOSE MANUEL PEREZ	WE-0818A
JOSEPH BARTOLO	WE-2034AU
JOSEPH NICK ALAGO	WE-4396A
JUAN ORTIZ	WE-8514A
JUAN C. IXTA	WE-10144A
JUSTIN LEE MENZEL	WE-11756A
KELLEY LEWIS GILLERAN	WE-7061A
KRIS BURBIDGE	WE-9566A
LEONEL CORTEZ	WE-8625A
LORENZO PEREZ	WE-7443A
MANUEL BRIANO	WE-8791A
MARCO A. PADILLA JIMENEZ	WE-8621A
MARIA MUNOZ-CAMPOS	WE-8267A
MATEO ARVIZU	WE-10151A
MICHAEL W. PALAT	WE-8541A
NESTOR VALENCIA	WE-11359A
PATRICK D. MAHONEY	WE-1172A
RANDY J. THOMPSON	WE-1043A
REBECCA A. MEJIA	WE-2355A
RENE ROSALES	WE-7941AT
RICHARD R. MAHONEY	WE-1171A
ROBERT D. THOMPSON	WE-0915AU
RODNEY LYNN MORGAN	WE-9546A
ROSE M. EPPERSON	WE-1045A
SEAN PATRICK SULLIVAN	WE-10050A
SHAWNA GUZIK	WE-3182A
STEFAN B. KALLENBERG	WE-10730A
STEPHEN GLENN DAVIS JR	WE-10894A
STEVE B. HUNT	WE-1044A
TIMOTHY CROTHERS	WE-7655A
VICTOR M. GONZALEZ	WE-7175A
WALLACE BURCH	WE-0713A
WILLIAM STEVE PONCE	WE-6461A

WCA's ISA Certified Tree Workers

Employee Name	Cert #
ADAM RODRIGUEZ	W- 11[illegible]8T
ADAN BALTAZAR REYNAGA	W- 7786A
AGUSTIN LOZANO	W- 11305
ALEJANDRO VALENZUELA	W- 1167[illegible]
ALFREDO ANGEL LOPEZ	W- 11334
ANDRES ROMAN	W- 1285T
ANTONIO CASTELLANOS	W- 1120C
ANTONIO GRADILLA	W- 11185
ANTONIO GARCIA CONTRERAS	W- 1173
ARIEL ALONSO	W- 10986
ARMANDO SOTO	W- 11,31
ARMANDO D. LOPEZ	W- 10953
AUDOMARO CORRAL	W- 11[illegible]70
AURELIO COVARRUBIAS	W- 11529
AURELIO PAZ GUZMAN	W- 11084
BRIAN C. KIRKEGAARD	W- 10476A
CARLOS IXTA	W- 1110[illegible]
CARLOS RAMOS	W- 1[illegible]
CELEDONIO P. MANZANO OLEA	W- 10984
CELESTINO PEREZ	W- 11[illegible]4[illegible]
CESAR WENCESLAO	W- 10968
CESAR G. VALENZUELA REYES	W- 11[illegible]7[illegible]
CHARLES E.M. INSCO	W- 11368
CURTIS PATRICK WORTH	W- 10872AT
DANIEL CHAVARRIA	W- 10292A
DANIEL RIVAS	W- 10830
DANIEL GEORGE POTTS	W- 11534
DANIEL J. KNUTSEN JR	W- 11745T
DANNY AVITIA	W- 11638T
DELFINO AGUILAR MORALES	WE 10900
DEMETRIO LIRA	W- 1[illegible]3[illegible]
DEMETRIO OSEGUERA	W- 11[illegible]43
EDIBERTO SERNA SALAZAR	W- 1105[illegible]
EDUARDO AVILA	W- 1[illegible]81[illegible]
EDUARDO MARTINEZ BECERRA	W- 10991
EDUARDO VARGAS	W- 11056
ELIGIO IBARRA CARDOSO	W- 1115[illegible]
ELOY MARQUEZ	WE 11566
ENRIQUE SANDOVAL	W- 1130[illegible]
ERNESTO GONSALEZ	W- 1146T
EUGENE BARRIENTOS	W- 8701A
FAUSTO GUZMAN	W- 1108[illegible]
FELIX GARCIA	W- 11[illegible]
FELIX HERNANDEZ	W- 2037AT
FRANCISCO LOPEZ	W- 1095[illegible]
FRANCISCO RAMIREZ	W- 1125[illegible]
FRANCISCO VILLANUEVA	W- 10985T
FRANCISCO URENA JIMENEZ	W- 11[illegible]75
GABRIEL GAMINO	W- 11167
GABRIEL MERCADO RUIZ	W- 11568
GERARDO PEREZ	WE 9131AT
GERARDO A. ORDUNO	W- 11036T
GERARDO MARTINEZ GARCIA	W- 10997
GLENN D. WHITLOCK REEVE	WE 10177AM
GONZALO REGALADO	W- 995[illegible]A
HECTOR MONTES	W- 8079AUT
HERIBERTO CORONEL WENCESLAO	W- 11[illegible]18
HUGO ANGEL RINCON	W- 8710A
HUMBERTO CHAVARRIA	W- 1[illegible]07
ISAIAS MACIAS	W- 10979
ISRAEL A. RAMIREZ	W- 115[illegible]T
J. REFUGIO ESCAMILLA	W- 115[illegible]T
J. SOCORRO GARCIA	W- 11[illegible]T
JAIME ROGELIO HERNANDEZ	W- 5297AT
JAMES CHARLES WORKING	W- 1592A
JEFFERY B. WILLIAMS	W- 1100A
JESUS RAYA	W- 3449A
JESUS A. MONTES	W- 1104
JESUS M. SARABIA PENA	WE 11450
JOE LOPE	W- 10871AT
JOEL MARTINEZ	W- 10997
JOE ORTIZ	W- 11039
JOEL M. RIVERA	W- 11270
JOHN LEE PINEDA	W- 10367A
JORGE ARREOLA HERNANDEZ	W- 1127[illegible]
JORGE QUENAS	W- 1144
JORGE JIMENEZ	W- 1110
JOSAFAT MONTOYA	W- 11315T
JOSE AGUAYO	W- 10999
JOSE JIMENEZ	W- 1105[illegible]
JOSE JIMENEZ HERNANDEZ	W- 1113
JOSE VEGA	W- 1132[illegible]
JOSE A. ALVAREZ	W- 1350[illegible]
JOSE A. GONZALEZ MENDEZ	W- 6475A
JOSE ABEL CANCINO	W- 111[illegible]T
JOSE AGUSTIN CARRILLO	W- 1125[illegible]
JOSE F. ORELLANA	W- 1145T
ROBERT JAY ADDISON JR	W- 10898
RODNEY LYNN MORGAN	W- 9546AU
ROMUALDO GAETA LUNA	W- 1165
SALOMON SILVA	W- 1105[illegible]T
SALUSTIO SANCHEZ	W- 1145T
SAMUEL JIMENEZ	W- 1105T
SANTOS MACIAS LEMUS	W- 10980
SERGIO LOPE RIVERA	W- 1095T
STEFAN B. KALLENBERG	W- 10730A
STEPHEN GLENN DAVIS	W- 10894A
STEVE B. HUNT	W- 1044A
VENTURA GOMEZ	W- 11[illegible]8T
WALLACE BURCH	W- 0713AT
JOSE INEZ MANCILLA	W- 10985
JOSE JUAN PEREZ	W- 1[illegible]46
JOSE LUIS DELREAL	WE 11231T
JOSE M. CORTEZ TORRES	W- 8539AU
JOSE M. MUNIZ GARCIA	W- 11686
JOSE M. CHAVARRIA MANZO	W- 11210
JOSE MANUEL PEREZ	W- 0818A
JOSE R. GRANADOS	W- 1186
JOSEPH ANTHONY NUNN	W- 11634
JUAN BECERRA	W- 10992
JUAN MARQUEZ	W- 10987T
JUAN ORTIZ	W- 8514A
JUAN TELLEZ TAPIA	W- 1127T
JUAN AMADOR ARCE	W- 1148[illegible]
JUAN C. PENA-ARIAS	WE-11327T
JUAN CARLOS MORA	W- 11019
JULIO C. GARCIA VAZQUEZ	W- 1175
KYLE JAMES VIGNEAU	W- 1096T
LEONARDO RAMOS	W- 1125[illegible]T
LEONE CORTEZ	W- 8625AT
LETUSA MUAAU JR	W- 1107[illegible]
LORENZO PEREZ	W- 7443AT
LUIS A. MUNOZ RAMIREZ	W- 1109T
LUIS P. PEREZ	W- 1145
MANUEL BARRAGAN	W- 10925
MANUE BRIANO	W- 8791A
MARCO A. PADILLA JIMENEZ	W- 8621A
MARCO ANTONIO VERGARA	W- 1106[illegible]T
MARCOS RICHARD-MARTINEZ	WE 10989T
MARCOS GAMINO	W- 1148T
MARTIN BARRERA	W- 10928
MATEO ARVIZU	W- 10918
MELCHOR LEMUS	W- 1120T
MICHAEL LOUIS YOUNG	W- 1102T
MIGUE AYALA	W- 1095[illegible]
MIGUEL MACIAS	W- 10978
NELSON R. AGUIRRE	W- 10901T
OSCAR IGNACIO RIVERA	WE 11474T
PEDRO CUEVAS	W- 1176[illegible]
PEDRO GARCIA	W- 1116[illegible]
PEDRO SANDOVAL	W- 1130T
PEDRO ALTAMIRANO	W- 11095
RAMON ZUNIGA GOME	W- 10977T
RANULFO PERALTA CASTANEDA	W- 1120T
RAUL MANZO HERNANDEZ	W- 10985T
RAUL TELLEZ TAPIA	W- 1138T
RAYMUNDO GUTIERREZ	W- 1108T
RENE ROSALES	W- 7941A

5 REFERENCES

CITY OF PALO ALTO

2010-CURRENT

Annual Budget $ 1 400 000
Contact: Walter Passmore, Public Services Division
Address: 3201 E Bayshore Road, Palo Alto CA 94303
Phone: (650) 496-5986
Email: walter passmore@cityofpaloalto org

The City of Palo Alto's urban forest consists of over 35,000 trees WCA provides maintenance services including tree pruning removals and planting additionally, all work history records are maintained in ArborAccess the inventory management software provided by WCA

CITY OF NEWARK

2000-CURRENT

Annual Budget $ 300,000
Contact: Dan Cianciarulo Inspector
Address: 37440 Filbert St Newark CA 94560
Phone: (510) 578-4821
Email: dan cianciarulo@newark org

WCA has assisted the City with program pruning and removing many of their dead and diseased trees Trees and stumps have been removed throughout the City's parks medians parkways, and streets

CITY OF MONTEREY

2001-CURRENT

Annual Budget: $ 950 000
Contact: Stephen Morton
Address: 23 Ryan Ranch Road Monterey CA 93940
Phone: (831) 646-3863
Email: Morton@monterey org

The City of Monterey is an active user of the ArborAccess inventory management system and regularly uses the system to forecast budget amounts and to schedule maintenance as needed

CITY OF OAKLAND

2011-CURRENT

Annual Budget: $ 250,000
Contact: Brian Carthan Manager Parks & Tree Svcs
Address: 7101 Edgewater Dr Bldg 4 Oakland CA 94621
Phone: (510) 615-5510
Email: bcarthan@oaklandnet com

We currently perform tree pruning tree removals and tree planting as part of the City's tree maintenance program This project is an annual contract Together we are able to maintain trees more efficiently while guaranteeing the residents and businesses top quality tree care for the City's urban forest

CITY OF HOLLISTER

2017-CURRENT

Annual Budget: $ 400 000
Contact: Derrick Speights Parks & Streets Supv
Address: 375 Fifth St Hollister CA 95023
Phone: (831) 636-4370
Email: derrick speights@hollister ca gov

WCA provides as-needed service request maintenance for the City of Hollister Service includes grid pruning service pruning large tree removals and emergency response city-wide and at a number of city-owned facilities

EXPERIENCE- CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA

CITY & COUNTY OF SAN FRANCISCO
CITY OF AGOURA HILLS
CITY OF ALAMEDA
CITY OF ALHAMBRA
CITY OF ANAHEIM
CITY OF ARTESIA
CITY OF AZUSA
CITY OF BALDWIN PARK
CITY OF BELL
CITY OF BELLFLOWER
CITY OF BEVERLY HILLS
CITY OF BREA
CITY OF BRENTWOOD
CITY OF BUENA PARK
CITY OF BURBANK
CITY OF CAMARILLO
CITY OF CARLSBAD
CITY OF CARMEL-BY-THE-SEA
CITY OF CARPINTERIA
CITY OF CARSON
CITY OF CERRITOS
CITY OF CHINO HILLS
CITY OF CHOWCHILLA
CITY OF CITRUS HEIGHTS
CITY OF CLAREM
CITY OF COACHELLA
CITY OF CONCORD
CITY OF CORONA
CITY OF CORONADO
CITY OF COSTA MESA
CITY OF COVINA
CITY OF CULVER CITY
CITY OF DANA POINT
CITY OF DAVIS
CITY OF DEL MAR
CITY OF DIAMOND BAR
CITY OF DUARTE
CITY OF EL CAJON
CITY OF EL CERRITO
CITY OF ENCINITAS
CITY OF FILLMORE
CITY OF FONTANA
CITY OF FRESNO
CITY OF FULLERTON
CITY OF GARDEN GROVE
CITY OF GARDENA
CITY OF GILROY
CITY OF GLENDALE
CITY OF GLENDORA
CITY OF HUNTINGTON BEACH
CITY OF IMPERIAL BEACH
CITY OF INDIO
CITY OF IRWINDALE
CITY OF LA CANADA FLINTRIDGE
CITY OF LA HABRA
CITY OF LA MESA
CITY OF LA MIRADA
CITY OF LA PALMA
CITY OF LA PUENTE
CITY OF LA VERNE
CITY OF LAGUNA BEACH
CITY OF LAGUNA HILLS
CITY OF LAGUNA NIGUEL
CITY OF LAKE ELSINORE
CITY OF LAKEWOOD
CITY OF LODI
CITY OF LOMITA
CITY OF LOMPOC
CITY OF LONG BEACH
CITY OF LOS ALAMITOS
CITY OF LOS ALTOS
CITY OF LOS ANGELES
CITY OF MADERA
CITY OF MANHATTAN BEACH
CITY OF MAYWOOD
CITY OF MENLO PARK
CITY OF MILPITAS
CITY OF MISSION VIEJO
CITY OF MONROVIA
CITY OF MONTCLAIR
CITY OF MONTEBELLO
CITY OF MONTEREY
CITY OF MONTEREY PARK
CITY OF MOORPARK
CITY OF MORENO VALLEY
CITY OF MORGAN HILL
CITY OF MOUNTAIN VIEW
CITY OF MURRIETA
CITY OF NEWARK
CITY OF NORCO
CITY OF NORWALK
CITY OF OAKLAND
CITY OF OAKLEY
CITY OF OCEANSIDE
CITY OF ONTARIO
CITY OF ORANGE
CITY OF OXNARD
CITY OF PALO ALTO
CITY OF PARAMOUNT
CITY OF PERRIS
CITY OF PLACENTIA
CITY OF PLEASANTON
CITY OF POMONA
CITY OF PORTERVILLE
CITY OF POWAY
CITY OF RANCHO PALOS VERDES
CITY OF REDLANDS
CITY OF RIALTO
CITY OF RIVERSIDE
CITY OF ROSEMEAD
CITY OF ROSEVILLE
CITY OF SACRAMENTO
CITY OF SAN BERNARDINO
CITY OF SAN DIEGO
CITY OF SAN DIMAS
CITY OF SAN FERNANDO
CITY OF SAN GABRIEL
CITY OF SAN JACINTO
CITY OF SAN JOSE
CITY OF SAN JUAN CAPISTRANO
CITY OF SAN MARCOS
CITY OF SAN RAMON
CITY OF SANTA ANA
CITY OF SANTA BARBARA
CITY OF SANTA CLARA
CITY OF SANTA FE SPRINGS
CITY OF SANTA MARIA
CITY OF SANTA MONICA
CITY OF SANTA PAULA
CITY OF SANTEE
CITY OF SIERRA MADRE
CITY OF SIGNAL HILL
CITY OF SOLANA BEACH
CITY OF SOUTH PASADENA
CITY OF SOUTH SAN FRANCISCO
CITY OF STOCKTON
CITY OF SUNNYVALE
CITY OF TEMECULA
CITY OF TEMPLE CITY
CITY OF THOUSAND OAKS
CITY OF TORRANCE
CITY OF TRACY
CITY OF TULARE
CITY OF TUSTIN
CITY OF UNION CITY
CITY OF UPLAND
CITY OF VENTURA
CITY OF VICTORVILLE
CITY OF VISALIA
CITY OF VISTA
CITY OF WALNUT
CITY OF WEST COVINA
CITY OF WEST HOLLYWOOD
CITY OF WEST SACRAMENTO
CITY OF WHITTIER
CITY OF WOODLAND
CITY OF YORBA LINDA
COUNTY OF ALAMEDA
COUNTY OF COLUSA
COUNTY OF CONTRA COSTA
COUNTY OF FRESNO
COUNTY OF LOS ANGELES
COUNTY OF MONTEREY
COUNTY OF ORANGE
COUNTY OF RIVERSIDE
COUNTY OF SAN BERNARDINO
COUNTY OF SAN DIEGO
COUNTY OF SAN JOAQUIN
COUNTY OF TULARE
COUNTY OF YOLO
TOWN OF ATHERTON
TOWN OF LOS GATOS

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Approve and Authorize the City Manager to Execute the Professional Services Agreement with Raimi + Associates Inc. for Consultant Services for the 2023-2031 Housing Element.
Category:	Consent Calendar-Community Development
Meeting Date:	10/19/2021
Staff Contact:	**Sharon Goei, Director of Building Safety and Housing, 408-586-3260**
Recommendation:	1. Approve and Authorize the City Manager to execute the Professional Services Agreement with Raimi + Associates Inc. for consultant services for the 2023-2031 Housing Element for a not-to-exceed amount of $431,710. 2. Authorize the City Manager to execute amendments to the Professional Services Agreement with Raimi + Associates Inc. for a not-to-exceed amount of $50,000 and approve associated budget appropriation without additional action by the City Council. 3. Approve budget appropriation in an amount of $317,332 from Fund 216 fund balance to Fund 216 contractual services.

Background:
Since 1969, California law has required all cities and counties to plan to meet housing goals for residents at all income levels. Every eight years, the California Department of Housing and Community Development (HCD) and the Association of Bay Area Governments (ABAG) allocate the Regional Housing Needs Allocation (RHNA) to each City and County in the Bay Area. The City is then required to perform a comprehensive update to the Housing Element which is a chapter in the General Plan. The Housing Element must include robust community engagement and detailed analyses of demographic changes, housing needs, existing housing stock, constraints to building new housing, land suitable for new housing, and an assessment of housing discrimination and disparities in access to opportunity. The Housing Element must also commit the City to implement specific programs and policies that help realize the City's RHNA goals and respond to related needs.

A professional services agreement with a consultant will provide the services to prepare the City's 2023-2031 Housing Element in close coordination with staff and other consultants that are working on the Metro and Gateway Specific Plans and a separate Assessment of Fair Housing. The Housing Element must be completed by January 1, 2023 to meet state law.

Analysis:
On May 21, 2021 the City's Purchasing Division released Request for Proposal (RFP) No. 2534 for Consultant Services for the 2023-2031 Housing Element. The scope of services was developed in concert with the City's Building Safety and Housing and Planning staff throughout the drafting process. The scope of services was comprehensive and covered the full range of services to prepare the Housing Element.

The RFP was publicly noticed in accordance with the City's Municipal Code, advertised on the City's website, and e-mailed to companies registered with the City via ProcureNow.com, the City's eProcurement system.

Upon release, 264 firms were notified of the solicitation and 27 firms downloaded the RFP documents. No addenda were issued and only one clarifying question was answered by City staff. One firm responded to the

RFP by the published closing date of June 30, 2021. The proposal received was reviewed by staff for compliance and responsiveness and was rejected for not having met the requirements of the RFP.

The Milpitas Municipal Code states in Section I-2-3.08 Formal Bid Procedures item (f) that:
If no responsive bid is received after soliciting bids under this section, the Purchasing Agent may proceed to purchase the supplies, hire, or have services performed in the open market provided that negotiations are conducted as appropriate as to price, terms and conditions of contract award.

Based on the authority granted in the above referenced section, the City's Purchasing Division, again in concert with the Building Safety and Housing and Planning Departments, engaged Raimi + Associates Inc. to negotiate and enter into an agreement for the professional services outlined in the RFP.

Raimi + Associates is a highly qualified planning, urban design and research firm that was formally vetted and invited to serve on ABAG's Regional Planning Consultant Bench. For this project, Raimi has proposed to include Veronica Tam and Associates as a sub-consultant. Veronica Tam is a well-known expert at creating Housing Element plans and has worked on several Housing Elements in Southern California that were required to address new state requirements. Southern California cities had to prepare their cycle 6 Housing Elements before the Bay Area and this recent experience will be valuable for the Milpitas process. One added benefit is that Raimi + Associates is currently working on the City's Objective Design Standards and is already familiar with the City's General Plan, Specific Plans, and development standards.

After substantial discussion and negotiation with the consultant regarding the scope of services, budget, and timeline, a preliminary professional services agreement at a cost of $431,710 was mutually agreed upon by the City and Raimi + Associates. The full scope of services and timeline can be found in the attachment.

Based on Building Safety and Housing staff's participation in regular regional meetings this past year, Bay Area jurisdictions' consultant services for the 2023-2031 Housing Element have ranged from $500,000 to $800,000. Many cities have struggled to secure consultants due to the high demand for this specialized service in the Bay Area and in Southern California regions which are just finishing their Housing Element cycles.

Staff seeks Council's approval and authorization for the City Manager to execute the professional services agreement with Raimi + Associates for consultant services for the 2023-2031 Housing Element for a not-to-exceed amount of $431,170. While this scope of services is comprehensive, it is possible that additional rezoning beyond the specific plan areas will be needed to meet the state RHNA requirements and this won't be determined until the site inventory analysis has been conducted. For this reason, staff also seeks Council's authorization for the City Manager to execute amendments to the Professional Services Agreement with Raimi + Associates Inc. for a not-to-exceed amount of $50,000 without additional action by the City Council.

Fiscal Impact:

The City received grant funding for the Housing Element and the balance of this professional services contract would be funded from the Affordable Housing Fund 216. The City applied to the Association of Bay Area Governments (ABAG) for Regional Housing Technical Assistance (REAP) non-competitive and competitive grant funding to help fund the development of the Housing Element and Assessment of Fair Housing. ABAG awarded the City a total of $142,718. Out of this total amount, $114,378 was awarded for work on the Housing Element.

The Housing Element professional services cost is $431,710 with $114,378 to be reimbursed using REAP grant funds, the remaining balance of $317,332 will come from the City's Affordable Housing Fund 216. The fiscal impact is a $317,332 reduction to the fund balance. If future amendments to the professional services agreement are needed and Council authorizes the City Manager to execute the amendments for an amount up to $50,000, the fiscal impact would be a maximum of $50,000 reduction to the fund balance at the time of the amendments.

California Environmental Quality Act:
The action being considered has no potential for causing a significant effect on the environment and is exer

from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). Further, any future Housing Element will be reviewed under CEQA once complete and that information will be provided to the City Council prior to any discretionary action.

Recommendation:

1. Approve and Authorize the City Manager to execute the Professional Services Agreement with Raimi + Associates Inc. for consultant services for the 2023-2031 Housing Element for a not-to-exceed amount of $431,710.
2. Authorize the City Manager to execute amendments to the Professional Services Agreement with Raimi + Associates Inc. for a not-to-exceed amount of $50,000 and approve associated budget appropriation without additional action by the City Council.
3. Approve budget appropriation in an amount of $317,332 from Fund 216 fund balance to Fund 216 contractual services.

Attachments:

1. Professional Services Agreement with Raimi + Associates Inc.
2. Budget Change Form

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND RAIMI & ASSOCIATES, INC.

This Agreement is made and entered into as of _____ ("Effective Date") by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and **Raimi & Associates, Inc.**, a California corporation with its principal place of business at **1900 Addison Street, Berkeley, CA 94704** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

CONSULTANT SERVICES FOR 2023-2031 HOUSING ELEMENT (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Four Hundred Thirty-One Thousand Seven Hundred Ten Dollars and Zero Cents ($431,710.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes

in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Term.

The term of this Agreement shall be from **the date first written above** to **June 30, 2024**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Consultant

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents ($1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall

defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

14. Verification of Employment Eligibility.

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

15. Laws and Venue.

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

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for

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

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

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

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

18. Organization

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

19. Limitation of Agreement.

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

20. Notice

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

CITY:	CONSULTANT:
City of Milpitas	Raimi & Associates, Inc.
455 E. Calaveras Boulevard	1900 Addison Street, Suite 200
Milpitas, California 95035	Berkeley, Ca 94704
Attn: Sharon Goei, Director of Building Safety and Housing	Attn: Simran Malhotra, Principal and Vice President

and shall be effective upon receipt thereof.

21. Third Party Rights

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

22. Equal Opportunity Employment.

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

23. Entire Agreement

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

24. Severability

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

25. Successors and Assigns

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

26. Non-Waiver

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

27. Time of Essence

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

28. City's Right to Employ Other Consultants

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

29. Prohibited Interests

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

30. Wage Theft Prevention

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

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

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

d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor

Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

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

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND RAIMI & ASSOCIATES, INC.

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

CITY OF MILPITAS
Approved By:

_____
Steven G. McHarris, City Manager

_____
Date

Approved As To Form:

_____
Christopher J. Diaz, City Attorney

Approved:

_____
Lauren Lai, CPA, MPA
Finance Director/Risk Manager

Approved As To Content:

_____
Sharon Goei, Director of Building Safety and Housing

RAIMI & ASSOCIATES, INC.

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBIT A

Scope of Services

City of Milpitas Housing Element Scope of Services

The following is the scope of services for the Raimi + Associates (R+A) team for the City of Milpitas Housing Element. The consultant team includes the following firms in addition to R+A: Veronica Tam + Associates (VTA) and Rincon Consultants, Inc. (Rincon). The scope of services defines the specific tasks and roles and responsibilities of each firm relative to the overall project. The budget for the scope of work is included in Exhibit B and draft schedule is included in Exhibit C. The level of effort for each task and by each consultant team member is included in the budget.

Task 1. Project Management and Coordination

This task covers communication and coordination between the consultant, City staff, and additional consultants including meetings, phone conferences, email exchanges, and other communications to ensure timely delivery and adoption of the City's updated Housing Element. The R+A team will meet with staff on a regular interval and employ strategies or practices to ensure clear and timely communication and effective coordination among City departments, the Santa Clara County Planning Collaborative consultant, the Metro and Gateway Specific Plan update consultants, the City's Housing Overlay Zone consultants, the City's Assessment of Fair Housing consultant, and others as needed. The R+A team will coordinate with California HCD over the course of the project and timely HCD review of administrative drafts in fall 2022. City staff will help refine the project schedule to accommodate public hearings.

Task 1.1: Project Kick-Off Meeting
The R+A team will hold a half-day kick-off meeting to initiate a joint Housing Element and Housing Overlay Zone process.

Task 1.2: Project Meetings and Coordination
The R+A team will hold regular phone calls to coordinate with the City about the project. This task also covers "informal" communication via email and phone up to the maximum budget. This will include monthly status reports on the project.

Task 1.3: Project Workplan
R+A will develop a project work plan broken out by major scope task that specifies lead and supporting team members, key work elements, major deliverables, due dates, required City actions, and task status. The Work Plan will be a living document, updated quarterly throughout the Housing Element and Housing Overlay Zone process.

Task 1 Deliverables:

- Secure cloud-based document sharing solution for the project team.
- Agendas and meeting notes for kick-off and regular project management meetings
- Project workplan

Task 2. Background Review and Housing Needs

Task 2.1: Background Review
Working closely with City staff and using most recent Annual Progress Report, the R+A team will review the current Housing Element and identify Milpitas' success in accomplishing/implementing the identified goals, policies, and programs and provide explanations and updates where goals, policies, or programs are in progress, have been abandoned, or have not proven effective. The R+A team will also review the City's new General Plan for any housing-related policies, the Transit Area Specific Plan (Metro Plan), the Milpitas Midtown Specific Plan (Gateway Plan), the Zoning Code, the Affordable Housing Ordinance, the forthcoming Assessment of Fair Housing, and other related documents/policies as appropriate.

Task 2.2: Housing and Special Housing Needs
VTA will weave together data and information to create a clear and coherent narrative about housing need in the city. Data sources will include:

- ABAG's Regional Housing Technical Assistance Program
- ABAG/REAP funded County Collaboratives
- The city's forthcoming Assessment of Fair Housing
- Other data sources

The Housing and Special Housing Needs assessment will tell a story highlighting key takeaways using a mix of text, tables, and graphics. Detailed charts and analysis will be referenced in the appendix to maximize readability.

Task 2.3: Preliminary Sites Inventory
The Housing Element must identify adequate sites with appropriate densities and development standards to accommodate its Regional Housing Needs Allocation (RHNA). R+A will develop a preliminary sites inventory with the City. Inventory sites may include:

- Existing sites in the 5th Cycle RHNA that remain available
- Trends in Accessory Dwelling Unit (ADU) production
- Recent entitlements that can be credited toward the RHNA
- Specific Plans and opportunity sites, including the Metro Specific Plan area, Midtown/Gateway Specific Plan area, Milpitas Town Center for mixed use development, four areas with the Neighborhood Commercial Mixed-Use designations, and other vacant/underutilized sites

R+A will coordinate closely with both specific plan updates as these plans cover the City's largest growth areas and may identify additional sites. R+A will start early to synchronize with both specific plan updates and to ensure adequate time to consider potential areas for rezoning or other changes to development standards needed to achieve the RHNA.

R+A, working closely with the City's Fair Housing Assessment consultant, will review the preliminary inventory for consistency with Affirmatively Furthering Fair Housing.

Deliverables:

- Admin Draft and Final Background Review report in Word and PDF formats.
- Admin Draft and Final Housing and Special Housing Needs assessment in Word and PDF formats
- Preliminary Sites Inventory in PPT format with Excel spreadsheet

Task 3. Community Outreach and Engagement

Building on insights gained from the Housing and Special Needs Housing assessment and the Fair Housing Assessment, the project team will develop a program that ensures broad and meaningful inclusion particularly for hard-to-reach groups, including but not limited to low-income households, households with limited English proficiency, and special needs populations. The project team will codesign and implement the outreach process in partnership with the City and local community-based organizations as appropriate.

The outreach strategy includes a variety of participatory activities and events and will identify how these options effectively engage stakeholders where they already congregate and through organizations they already know and trust. Outreach content will be relatable for stakeholders whose primary language is English, Spanish, Vietnamese, Traditional Chinese, and Simplified Chinese through a thoughtful mix of document translation, interpretation and other methods suggested by local community-based organizations.

Outreach would begin in winter 2022 and continue throughout the process. The engagement process includes both virtual and small in-person meetings as City policies allow.

Task 3.1: Community Engagement Strategy
The R+A team will co-design an outreach strategy with the City, local community-based organizations, and community leaders to meaningfully engage a diverse and broad range of stakeholders. At a minimum, the Community Engagement Strategy will clearly identify the range of outreach tools and platforms and the timing and responsibilities related to each. The Community Engagement Strategy will:

- Introduce the overall outreach process and engagement tools.
- Identify numerous outreach targets overall and for specific stakeholder groups, such as youth and native Spanish speakers, using a “sampling plan.”
- Outline project goals and objectives.
- Identify outreach and communications responsibilities, and the engagement schedule relative to key dates and events in the community.
- Provide an overview of interest groups, stakeholders, key advisors and members of the advisory committee, and the format of future meetings.
- Establish methods for communicating with City staff and stakeholders.

As part of this task, the R+A team will create a 2-page project fact sheet and FAQs. The project website should have an automated feature where participants can add their names to a project contact list.

Task 3.2: Project Website
R+A will prepare an interactive project website that allows for clear two-way communication and the common thread throughout the engagement process. The website will connect the community to project updates and deliverables, upcoming events, and meeting summaries. The site will include an interactive component to encourage the community to share their stories, complete surveys, or participate in interactive activities. Our team will regularly update the website and work with the City to expand existing social media and discussion forums.

Task 3.3: Stakeholder Meetings
The R+A team will conduct up to ten (10) one-hour stakeholder meetings or interviews. Stakeholders will be identified with staff and may include City Council members, Planning Commission members, advocacy organizations, developers and major property owners, and community leaders. R+A will prepare a brief memorandum summarizing the results of the stakeholder interviews.

Task 3.4: Online Surveys
At key points during the process, R+A will prepare up to three (3) online surveys using SurveyMonkey or other online survey platform to obtain feedback on the Housing Element. The surveys will be available through a link on the project website. R+A will provide a technical memo with the topline survey results; a detailed survey report is not included.

Task 3.5: Community Meetings
At key points during the process, the R+A team will organize up to three (3) community workshops (virtual or in person). These are expected to be evening or weekend meetings that last approximately two hours. Each workshop will include an opening presentation followed by interactive exercises. To gather additional community feedback in parallel with every community workshop, our team will post workshop questions and materials online using the project website as defined in Task 3.4.

Our team will develop the workshop format, prepare the agenda, prepare relevant materials, facilitate the workshop (lead facilitator and 1-2 assistants), and provide summary notes documenting input and identifying common discussion themes. Our team will provide an outreach flyer for each meeting that can be distributed via email and through existing City channels.

Task 3.6: Pop-Up Meetings
R+A will facilitate up to five (5) “pop-up” workshops or “intercept” meetings at popular locations and well-attended events in Milpitas. The team will prepare materials for the pop-up meetings. The R+A team will attend the pop-up events and City staff can attend additional events as needed during each phase.

Task 3.7: Newsletters and Other Outreach Materials

R+A will work with City staff to share regular updates via text or email with stakeholders involved in the process. R+A will adapt, and supplement outreach materials, newsletters, and collateral provided by the Planning Collaborative for dissemination via text, email, and social media.

Deliverables:

- Draft and Final Community Engagement Strategy
- Housing Element Fact Sheet
- FAQs for the project website
- Regularly updated and dedicated project webpage
- Stakeholder interview summary
- Workshop meeting materials and summary
- Pop-up meeting materials and summary
- Coordination with the City's project manager and Public Information Officer for the creation of collateral and social media posts.

Task 4. Housing Element Development

Task 4.1: Housing Constraints Analysis
Working closely with City staff, R+A will identify potential and actual governmental and nongovernmental constraints for the preservation, protection, or production of housing across income levels within the city. This analysis will include on-the-ground knowledge from City staff and cross-jurisdictional comparisons provided by ABAG. It will include write-ups of typical countywide non-governmental constraints, including community opposition to housing, cost of construction, limited availability of land and other topics. R+A will summarize the Housing Constraints assessment as a draft Housing Element Chapter for City staff review.

Task 4.2: Sites Inventory
R+A will prepare all sections of the sites inventory and back-up documentation demonstrating how Milpitas will satisfy its RHNA obligations in each income category. This includes identifying assumptions and evidence to support them, evaluating sites for feasibility, determining site capacity (per State law), analyzing potential policy strategies to increase site capacity, and inputting all required information into HCD's required format. R+A will summarize the Sites Inventory as a draft Housing Element Appendix for City staff review.

Task 4.3: Goals, Policies, Programs and Quantified Objectives
VTA will prepare goals, policies, programs, and quantified objectives to include in the Housing Element to ensure compliance with State law and effective response to the housing needs, constraints and key priorities identified through the update process. This task includes ensuring responsiveness to priorities articulated through the community engagement process as well as ensuring internal consistency with other elements of the newly adopted General Plan and two Specific Plans. This task will include identification of other General Plan policy updates or revisions needed to ensure consistency. This task should integrate relevant goals and actions

from the Assessment of Fair Housing which will be prepared by a separate consultant. VTA will summarize the Housing Plan as a draft Housing Element chapter for City staff review.

Task 4.4: Admin Draft Housing Element
Based on the feedback provided on Tasks 4.1 – 4.3, the R+A team will prepare and submit a full Administrative Draft Housing Element for City staff review. City staff will review the Admin Draft Housing Element and provide a single set of comments.

Task 4.5: Public Review Draft Housing Element
Based on feedback from City staff on the Administrative Draft, the R+A team will prepare a Public Review Draft for public review and comment at public community meetings. The Public Review Draft will be succinct and graphically designed and formatted so it is easy for the public to understand and accessible for persons with disabilities as a hard or soft copy.

Task 4.6: Planning Commission and City Council Study Sessions
The R+A team will attend up to three study sessions with the Planning Commission, City Council Housing Subcommittee, and/or City Council to review the Public Draft Housing Element. The R+A team will prepare a brief PowerPoint presentation summarizing the Housing Element. Staff will prepare the staff report, which will be reviewed by the R+A team.

Task 4.7: HCD Review Draft Housing Element
Based on input from the public meetings, the R+A team will work with City staff to prepare an HCD Review Draft Housing Element.

Task 4.8: Final Housing Element
The R+A team will work closely with HCD and City staff to respond to any comments, and to produce a Final Housing Element for public hearings by the Planning Commission (for recommendation) and Council (for adoption). The scope assumes only minor, editorial changes will be needed to finalize the document. Our team will prepare and transfer all relevant materials to the City.

Task 4.9: Planning Commission and City Council Hearings
The R+A team will attend up to three (3) hearings with the Planning Commission, the City Council Housing Subcommittee, and City Council to recommend and adopt the Public Draft Housing Element. The R+A team will prepare a brief PowerPoint presentation summarizing the Housing Element. Staff will prepare the staff report, which will be reviewed by the R+A team.

Deliverables:

- Draft Housing Constraints Chapter in Word and PDF formats
- Draft Sites Inventory in Word, PDF, and Excel formats, including a fully populated HCD site inventory spreadsheet
- Draft Goals, Policies, Programs and Quantified Objectives in Word and PDF formats
- Admin Draft, Public Draft, HCD Review Draft, and Final Housing Element in Word and PDF formats
- Brief presentation materials for study sessions and public hearings

Task 5. CEQA Documentation

Rincon recommends a streamlined approach to the Housing Element, one that takes advantage of the City's recently adopted General Plan and its associated environmental impact report (EIR). As these planning documents were adopted and certified earlier this year, we believe the most efficient approach to complying with the California Environmental Quality Act (CEQA) is to prepare an EIR Addendum tiering from the General Plan EIR. Per CEQA Guidelines Section 15164, an addendum may be prepared if some changes or additions are necessary, but none of the conditions have occurred that would trigger a subsequent or supplemental document (CEQA Guidelines Sections 15162 and 15163). This is the circumstance here, since the General Plan's projected growth would incorporate the anticipated growth and changes related to the Housing Element Update and associated Regional Housing Needs Allocation (RHNA) numbers. To that end, we have prepared a scope of work to achieve CEQA compliance using the most efficient pathway possible. Although Senate Bill (SB) 743 requires an analysis of vehicle miles travelled (VMT) for transportation impacts, if the growth assumed in the EIR is greater than or equal to what the RHNA increase is, impacts would be the same as previously analyzed and no additional analysis would be required at this time. If rezoning or upzoning is needed to satisfy RHNA needs, these impacts would have been evaluated as part of the General Plan land use buildout numbers and accordingly also evaluated in the General Plan Final EIR.

As for specific additional evaluation of individual developments with the Housing Opportunity Zones, these are best held off until detailed programming and design features are known. It may be that many or all such future developments are also either compliant with the General Plan EIR, or would otherwise be subject to new Addendum documentation, depending on the ultimate consistency.

Rincon will analyze, update as necessary, and edit existing information to provide an EIR Addendum that complies with current CEQA requirements and identifies those General Plan EIR mitigation measures that are required based on the impacts identified in the analysis.

The EIR Addendum will be prepared in accordance with CEQA Guidelines Section 15164. Rincon will review information from the certified General Plan EIR and will reference verified information from this document in the Addendum. The Addendum will supplement the General Plan EIR analysis with new or updated analysis as necessary and appropriate.

The Addendum will largely rely on existing environmental documentation and technical studies prepared for the City of Milpitas planning area, especially the General Plan Final EIR, and the technical studies completed for that project. This work program outlines the steps that would be needed to adhere to state environmental documentation requirements.

Task 5.1: Native American Tribal Consultation

We will assist the City conduct government-to-government tribal consultation in accordance with Assembly Bill 52 of 2014 (AB 52) and Senate Bill 18 of 2004 (SB 18). We will prepare the AB 52- and SB 18-specific letters to be placed on City letterhead; preparing and submitting a Native American Heritage Commission Sacred Lands File SB 18 request; and preparing a

tracking sheet and instructions to be provided to the City. The instructions will include details regarding schedule and timelines associated with AB 52 and SB 18 to ensure timely consultation.

Task 5.2: Project Description

As part of this task, we will gather any additional materials available for the proposed Housing Element update, including relevant planning documents, any technical analyses prepared by the City, and recent environmental documentation prepared for projects in or near the project area. Rincon will then prepare a detailed project description, including tabular and graphic information, for review by the City and project team. This review is critical since it forms the basis for environmental evaluation under CEQA. The project description will provide a detailed summary of the proposed Housing Element Update. The project description will be based on additional information to be provided by the City and project team. Textual, tabular, and graphic presentation will be used as necessary to facilitate a thorough understanding of the proposed project. Tables and graphics will be prepared to illustrate clearly the changes proposed by the Housing Element Update. The project description will include:

- A thorough explanation of proposed changes to the Housing Element
- A discussion of planned development characteristics at buildout
- Features that have been incorporated into the project to minimize potential environmental or land use conflicts, if any
- Tables illustrating project characteristics and the degree of change from existing conditions and currently adopted Zoning Code and land use designations
- Supporting graphics

We will provide the City with an electronic version of the draft project description for review. Upon City approval of the draft project description, we will prepare the Administrative Draft Addendum. This task includes all components necessary to complete the environmental impact analysis.

Task 5.3: Administrative Draft Addendum

This task includes all the steps necessary to complete an Administrative Draft Addendum for the proposed Housing Element Update. The Addendum would contain all sections required pursuant to CEQA. In accordance with CEQA Guidelines Section 15164, the Addendum will include only the information necessary to make the previous EIR adequately apply to the project in the changed situation. As declared in CEQA Guidelines Section 15151:

> *An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible.*

The Addendum will include an introductory section, project description, environmental impact evaluation, and conclusion. The introductory section will provide a brief discussion of the project history, explanation of the relationship of the Addendum to the previous General Plan EIR analysis, and a description of the required contents and applicability of preparing an Addendum. The project description will describe and document the specific modifications to the proposed project and will include descriptions and graphics depicting the Housing Opportunity Zones, as

provided by the City of Milpitas. The environmental impact evaluation section of the Addendum will assess how the proposed project modifications would have new or different environmental impacts or a different degree of impact than those previously presented in the certified General Plan EIR. To the extent possible, Rincon will incorporate information from existing environmental and planning documents that are applicable to the project area and project. Although the impact assessment will address all issue areas discussed in the EIR, it is anticipated that key issues will include air quality, population and housing, public services and recreation, transportation, and utilities and service systems. The conclusion section of the Addendum will summarize the impacts analysis and reiterate the applicability of an Addendum pursuant to occurrence of none of the conditions specified in Section 15162 of the CEQA Guidelines requiring a Subsequent EIR. Key Issues:

- Air Quality and Greenhouse Gas Emissions. We will prepare this section in accordance with Bay Area Air Quality Management District (BAAQMD) Guidelines. We will analyze both temporary construction effects and long-term regional effects. We will compare growth potential under the General Plan EIR to the Housing Element. This analysis will also consider the project's potential contribution to cumulative impacts related to greenhouse gas (GHG) emissions and climate change. An overview of the current regulatory framework regarding GHGs/climate change including SB 32, AB 32, SB 97, and SB 375, as well as adopted amendments to the CEQA Guidelines, will be described.
- Population and Housing. It is not anticipated that the Housing Element would displace people or housing. Therefore, this section will focus on a comparison of General Plan population and housing estimates to the Housing Element estimate.
- Public Services and Recreation. We will address potential impacts relating to police protection and fire protection services, schools, and parks and recreational facilities in comparison to General Plan EIR.
- Transportation. We assume the transportation analysis performed for the General Plan complies with current vehicle-miles-travelled methodologies and will be sufficient for the Housing Element EIR update, and that no new transportation modeling will be required.
- Utilities and Service Systems. We will compare impacts on water supply and service systems, wastewater conveyance and treatment systems, and solid waste collection and disposal systems from the General Plan EIR to the Housing Element.

Rincon will submit electronic copies of the Administrative Draft Addendum (in Microsoft Word and Adobe Acrobat), along with associated appendices, to the City and project team for review and comment. This task includes one round of review and revisions.

Task 5.4: Final Addendum

Upon receiving one consolidated set of City comments on the Administrative Draft Addendum, we will prepare a Final Addendum for adoption. We will provide one electronic version for the City's use. The full administrative CEQA record will be sent to the City at this time.

There are no special public notification or review requirements for an addendum, other than the standard noticing related to the Housing Element itself. The City will present the Addendum along with the Housing Element for City Council approval at the same time. Once the Addendum is adopted, we will assist City staff with the filing of the Notice of Determination with the County and the State Clearinghouse, if desired. We assume the City will have its receipt from filing the California Department of Fish & Wildlife (CDFW) fees at the time the General Plan EIR was certified. Otherwise, additional CDFW fees could be required.

Task 6. Environmental Justice Analysis

Task 6.1: Environmental Justice Screening Analysis
R+A will conduct an EJ Screening Analysis involving a 3-step process derived from State guidance. Based on our experience and in-house technical expertise, we will use the following approach: 1) Use of CalEnviroScreen index scores alone; 2) Use of State low-income thresholds and American Community Survey data to identify low-income areas and then cross-referencing those areas with individual pollution factors identified in the CalEnviroScreen; and 3) Identification and use of local and supplementary data sources to describe other potential health inequities and environmental injustices across topics, such as access to healthy food, physical activity, safe and sanitary housing. The result will be a summary PPT with data and results.

Task 6.2: Additional Policy Development
During this task, R+A will work closely with the City to build off the existing Community Health and Wellness Element and to identify potential policy solutions to the specific issues identified in the process. This task will involve identifying policies in the existing General Plan and drafting new policies for the General Plan, specifically the Housing Element. The policies would be reviewed with the broader community at an online workshop/focus group and then refined based on feedback during the Housing Element process.

Deliverables:

- Draft and Final PPT with Environmental Justice Screening Analysis
- Draft and Final Additional Environmental Justice policies for the General Plan in Word format

Scope of Work Assumptions

The following is a list of assumptions for the Housing Element update.

- The level of effort for each task is limited to the general number of hours for each task listed in the budget spreadsheet. R+A team members may reallocate hours between tasks if individual tasks are completed in less time than anticipated.
- All data and information provided by the City will be assumed to be correct and up to date. The consultant team is not responsible for out-of-date or inaccurate information.
- All studies that the team will prepare are identified in the scope of work. Any studies, tasks, deliverables or reports not specifically identified are assumed to be not included.

- City review time for workshop materials and meeting materials will be approximately one week. City review of major products will be between two and four weeks, depending on the product and other responsible of City staff.
- All comments on major project deliverables will be provided as a single set of non-conflicting and actionable comments.
- The City will retain a separate consultant to review the sites inventory per the Assessment of Fair Housing which will consider displacement risk, racial and economic segregation, and other factors. The consultant will prepare all components of the Fair Housing Assessment in accordance with HCD guidelines.
- City staff will serve as partners to the consultant team in the update process and will be responsible for, at minimum, the following activities:
  - Writing staff reports
  - Logistics of all meetings
  - Costs of meeting facilities and supplemental costs of meetings and workshops, including but not limited to, food, childcare, and high-cost supplies
  - Printing copies of documents (the team will provide electronic versions and City staff will be responsible for printing)
  - Assisting with outreach to inform the community about Housing Element events. This includes public notices, notices in newspapers, distributing meeting notices in public buildings, mailings, etc.
  - Other tasks as identified during the process.

Optional Task

Rezoning
A portion of the Housing Element capacity will be provided through two specific plan area updates, with additional sites throughout the city that may require independent rezoning for consistency with the new General Plan. Based on the sites analyses, the project team will work with City staff to identify potential areas for rezoning, if necessary. Since the need for this task is not yet known, the team did not provide an estimated budget for completing the work.

EXHIBIT B

Schedule of Charges/Payments

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

[CONTINUES ON FOLLOWING PAGE]

Exhibit B: Housing Element Cost Estimate

	Raimi + Associates				Veronica Tam & Associates			Rincon Consultants					
Hours per Task	Principal (Yurkovich)	Intermediate Planner (Tandon, Reynoso, Wu)	Planner	Graphics (Ledezma)	Tam	Bueno	Power	Director (Kremin)	Suprvsng Planner (Dix)	Title (Meschi)	GIS (Klatt)	Admin (Todd)	Labor Cost Per Task
Task 1. Project Management and Coordination													
1.1 Project Kick-Off Meeting	8	16	8	8	3	3	3						$7,630
1.2 Project Meetings and Coordination	60	60			20	4	4	4	8	-		6	$32,530
1.3 Project Workplan	16	16			2								$6,880
Subtotal Task 1	84	92	8	8	25	7	7	4	8	-	-	6	$47,040
Task 2. Background Review and Housing Needs													
2.1 Background Review	8	24			4		20						$9,180
2.2 Housing and Special Housing Needs	8	8			8	40	40						$14,840
2.3 Preliminary Sites Inventory	24	60	40		8								$22,260
Subtotal Task 2	40	92	40	-	20	40	60	-	-	-	-	-	$46,280
Task 3. Community Outreach and Engagement													
3.1 Community Engagement Strategy	16	24			2								$8,200
3.2 Project Website	12	20		60									$11,580
3.3 Stakeholder Meetings	20	20			8								$9,700
3.4 Online Surveys	24	40	40		1								$17,560
3.5 Community Meetings	28	100	60	60	20	10	10						$42,620
3.6 Pop-Up Meetings	8	20	20	40									$11,320
3.7 Newsletters and Other Outreach Materials	8	24	16	18									$9,500
Subtotal Task 3	116	248	136	178	31	10	10	-	-	-	-	-	$110,480
Task 4. Housing Element Development													
4.1 Housing Constraints Analysis	16	40	40		4								$16,240
4.2 Sites Inventory	16	24	24		20								$14,800
4.3 Goals, Policies, Programs and Quantified Objectives	8	8			16	8							$7,440
4.4 Admin Draft Housing Element	16	32	40	40	16	40	40						$30,920
4.5 Public Review Draft Housing Element	16	24		24	4	8	8						$12,760
4.6 Planning Commission and City Council Study Sessions	24	24			18	6							$14,070
4.7 HCD Review Draft Housing Element	16	16		24	2	4	4						$10,040
4.8 Final Housing Element	16	24		24	12	4	4						$13,360
4.9 Planning Commission and City Council Hearings	24	24			18	6							$14,070
Subtotal Task 4	136	176	64	112	106	76	56	-	-	-	-	-	$117,460
Task 5. CEQA Documentation (Addendum)													
5.1 Native American Tribal Consultation								4	8				$2,720
5.2 Project Description	8							2		8	8		$4,580
5.3 Administrative Draft Addendum								6	24	60			$14,760
5.4 Final Addendum								2	12	20			$5,780
Subtotal Task 5	8	-	-	-	-	-	-	14	44	88	8	-	$27,840
Task 6. Environmental Justice Analysis													
6.1: Environmental Justice Screening Analysis	12	60		8									$13,500
6.2: Additional Policy Development	12	24	16										$8,840
													$0
Subtotal Task 6	24	84	16	8	-	-	-	-	-	-	-	-	$22,340
Total Hours	408	692	264	306	182	133	133	18	52	88	8	6	
Billing Rate	$240	$165	$125	$90	$200	$125	$125	$250	$215	$135	$135	$85	
Labor Cost	$97,920	$114,180	$33,000	$27,540	$36,400	$16,625	$16,625	$4,500	$11,180	$11,880	$1,080	$510	
Total Firm Labor Cost				***$272,640***			***$69,650***					***$29,150***	
EXPENSES													
Mileage and Travel Expenses, Website, Workshop				$2,500			$ 2,000						
Project/Sub Management (7%)				$7,091									
Translation and Intrepretation				$20,000									
Community-Based Organization Stipends				$20,000									
Office Expenses (Phone, Fax, Copies, etc.)				$8,179								$ 500	
Total Expenses				***$ 57,770***			***2,000***					***500***	
TOTAL PER FIRM				***$330,410***			***$71,650***					***$29,650***	
GRAND TOTAL				**$431,710**									

EXHIBIT C

Activity Schedule

The City anticipates completing the Objective Design Standards per the following schedule:

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Exhibit C: Project Schedule

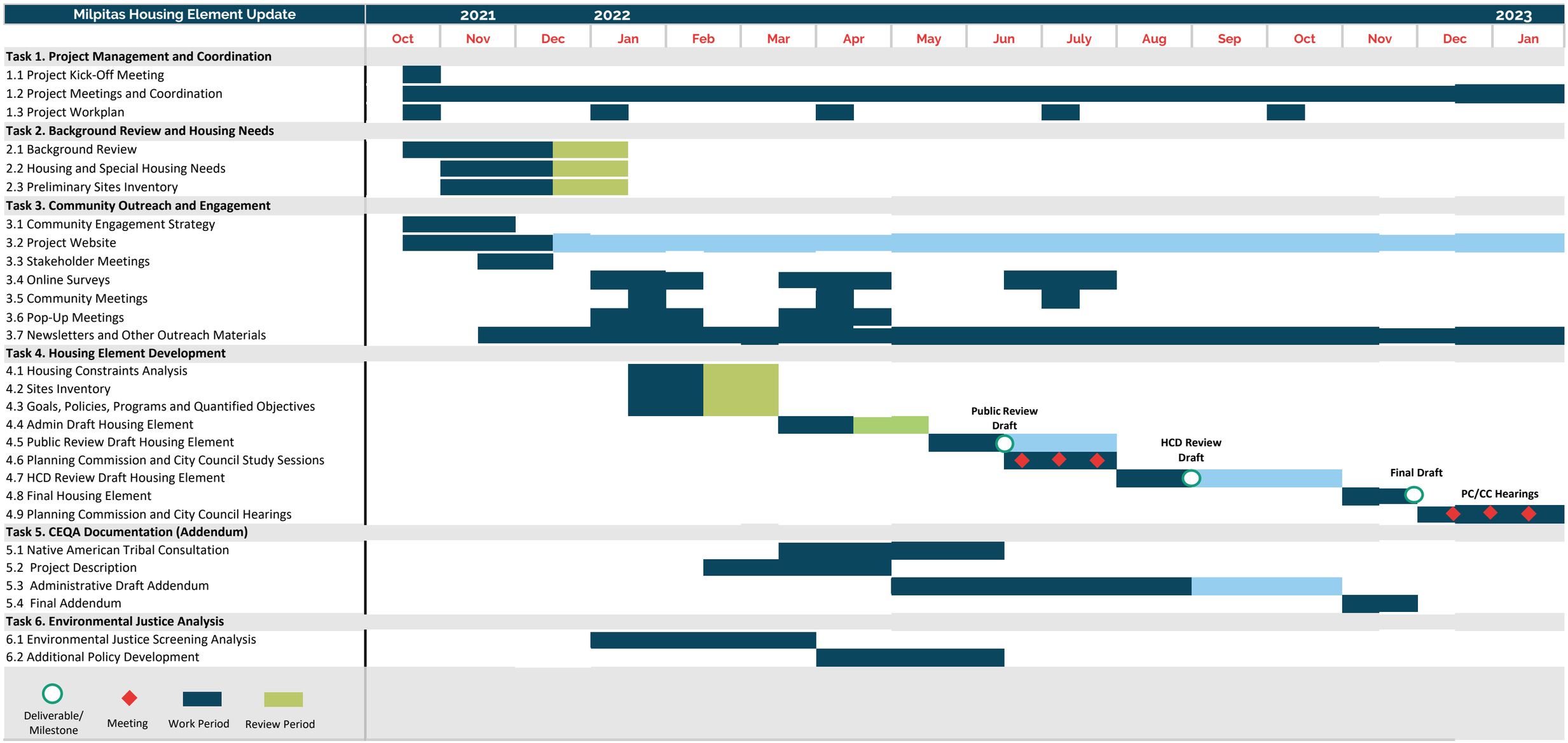


EXHIBIT "D"

INSURANCE REQUIREMENTS

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's or Consultant's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
____ Performance Bond
____ Payment Bond

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

Other Insurance Provisions:

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

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

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

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

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

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

_X__ Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

_X__ Waiver of Subrogation:

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

___ Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

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

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one: **X Budget Appropriation** ☐ **Budget Transfer**	**216-2909**	**$317,332**	**216-5364237**	**$317,332**

(1) Approve and Authorize the City Manager to execute the Professional Services Agreement with Raimi + Associates Inc. for consultant services for the 2023-2031 Housing Element for a not-to-exceed amount of $431,710.
(2) Authorize the City Manager to execute amendments to the Professional Services Agreement with Raimi + Associates Inc. for a not-to-exceed amount of $50,000 without additional action by the City Council.
(3) Approve the budget appropriation in amount of $317,332 from Fund 216 fund balance to Fund 216 contractual services.

Background:
Since 1969, California law has required all cities and counties to plan to meet housing goals for residents at all income levels. Every eight years, the California Department of Housing and Community Development (HCD) and the Association of Bay Area Governments (ABAG) allocate the Regional Housing Needs Allocation (RHNA) to each City and County in the Bay Area. The City is then required to perform a comprehensive update to the Housing Element which is a chapter in the General Plan. The Housing Element must include robust community engagement and detailed analyses of demographic changes, housing needs, existing housing stock, constraints to building new housing, land suitable for new housing, and an assessment of housing discrimination and disparities in access to opportunity. The Housing Element must also commit the City to implement specific programs and policies that help realize the City's RHNA goals and respond to related needs.

A professional services agreement with a consultant will provide the services to prepare the City's 2023-2031 Housing Element in close coordination with staff and other consultants that are working on the Metro and Gateway Specific Plans and a separate Assessment of Fair Housing. The Housing Element must be completed by January 1, 2023 to meet state law.

Analysis:
On May 21, 2021 the City's Purchasing Division released Request for Proposal (RFP) No. 2534 for Consultant Services for the 2023-2031 Housing Element. The scope of services was developed in concert with the City's Building Safety and Housing and Planning staff throughout the drafting process. The scope of services was comprehensive and covered the full range of services to prepare the Housing Element.

The RFP was publicly noticed in accordance with the City's Municipal Code, advertised on the City's website, and e-mailed to companies registered with the City via ProcureNow.com, the City's eProcurement system.

Upon release, 264 firms were notified of the solicitation and 27 firms downloaded the RFP documents. No addenda were issued and only one clarifying question was answered by City staff. One firm responded to the RFP by the published closing date of June 30, 2021. The proposal received was reviewed by staff for compliance and responsiveness and was rejected for not having met the requirements of the RFP.

The Milpitas Municipal Code states in Section I-2-3.08 Formal Bid Procedures item (f) that:
If no responsive bid is received after soliciting bids under this section, the Purchasing Agent may proceed to purchase the supplies, hire, or have services performed in the open market provided that negotiations are conducted as appropriate as to price, terms and conditions of contract award.

Based on the authority granted in the above referenced section, the City's Purchasing Division, again in concert with the Building Safety and Housing and Planning Departments, engaged Raimi + Associates Inc. to negotiate and enter into an agreement for the professional services outlined in the RFP.

Raimi + Associates is a highly qualified planning, urban design and research firm that was formally vetted and invited to serve on ABAG's Regional Planning Consultant Bench. For this project, Raimi has proposed to include Veronica Tam and Associates as a sub-consultant. Veronica Tam is a well-known expert at creating Housing Element plans and has worked on several Housing Elements in Southern California that were required to address new state requirements. Southern California cities had to prepare their cycle 6 Housing Elements before the Bay Area and this recent experience will be valuable for the Milpitas process. One added benefit is that Raimi + Associates is currently working on the City's Objective Design Standards and is already familiar with the City's General Plan, Specific Plans, and development standards.

After substantial discussion and negotiation with the consultant regarding the scope of services, budget, and timeline, a preliminary professional services agreement at a cost of $431,710 was mutually agreed upon by the City and Raimi + Associates. The full scope of services and timeline can be found in the attachment.

Based on Building Safety and Housing staff's participation in regular regional meetings this past year, Bay Area jurisdictions' consultant services for the 2023-2031 Housing Element have ranged from $500,000 to $800,000. Many cities have struggled to secure consultants due to the high demand for this specialized service in the Bay Area and in Southern California regions which are just finishing their Housing Element cycles.

Staff seeks Council's approval and authorization for the City Manager to execute the professional services agreement with Raimi + Associates for consultant services for the 2023-2031 Housing Element for a not-to-exceed amount of $431,170. While this scope of services is comprehensive, it is possible that additional rezoning beyond the specific plan areas will be needed to meet the state RHNA requirements and this won't be determined until the site inventory analysis has been conducted. For this reason, staff also seeks Council's authorization for the City Manager to execute amendments to the Professional Services Agreement with Raimi + Associates Inc. for a not-to-exceed amount of $50,000 without additional action by the City Council.

Fiscal Impact:
Staff had anticipated grant funding for the development of the Housing Element and had estimated $300,000 of City funding to go toward the professional services to prepare the Housing Element. During the FY 2021-2022 budget process, $300,000 from the Affordable Housing Fund was budgeted and approved for professional services for the Housing Element.

The City applied to the Association of Bay Area Governments (ABAG) for Regional Housing Technical Assistance (REAP) non-competitive and competitive grant funding to help fund the development of the Housing Element and Assessment of Fair Housing. ABAG awarded the City a total of $142,718. Out of this total amount, $114,378 was awarded for work on the Housing Element to help offset the cost to the City.

As the Housing Element professional services cost is $431,710 and $114,378 will be reimbursed using REAP grant funds, the remaining balance of $317,332 will come from the City's Affordable Housing Fund.

The fiscal impact is a $317,332 reduction to the fund balance. If future amendments to the professional services agreement are needed and Council authorizes the City Manager to execute the amendments for an amount up to $50,000, the fiscal impact would be a maximum of $50,000 reduction to the fund balance at the time of the amendments.

California Environmental Quality Act:
The action being considered has no potential for causing a significant effect on the environment and is exempt
from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Recommendations:
1. Approve and Authorize the City Manager to execute the Professional Services Agreement with Raimi + Associates Inc. for consultant services for the 2023-2031 Housing Element for a not-to-exceed amount of $431,710.
2. Authorize the City Manager to execute amendments to the Professional Services Agreement with Raimi + Associates Inc. for a not-to-exceed amount of $50,000 without additional action by the City Council.
3. Approve the budget appropriation in amount of $317,332 from Fund 216 fund balance to Fund 216 contractual services.

Attachments:
1. Professional Services Agreement with Raimi + Associates Inc.
2. Budget Change Form

☐ **Check if City Council Approval required.** **Meeting Date**: October 19, 2021

Requested by:	**Department Head:** Sharon Goei	**Date:** October 19, 2021
Reviewed by:	**Finance Director:** Lauren Lai	**Date:** October 19, 2021
Date approved by City Council, if required:		**Confirmed by:**

FI/24786/V **LarForm 30-222 (Rev. 1/92)**

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve Eight (8) City of Milpitas Commission Work Plans for FY 2021-22**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	10/19/2021
Staff Contact:	Walter Rossmann, Deputy City Manager, 408-586-3012; and Ashwini Kantak, Assistant City Manager, 408-586-3053
Recommendation:	Approve proposed Fiscal Year 2020-21 Work Plans for: a. Arts Commission b. Community Advisory Commission c. Library and Education Commission d. Parks, Recreation and Cultural Resources Commission e. Planning Commission f. Senior Advisory Commission g. Veterans Commission h. Youth Advisory Commission

Background:
The City of Milpitas has 13 Commissions with 86 residents serving as Commissioners and 19 Alternate Members, appointed by the Mayor and City Council. On April 16, 2019, the City Council approved the City of Milpitas Standard Commission By-Laws (By-Laws). Per Section 1, titled "Purpose" of the By-Laws, "A Commission serves as an active advisory group to the City Council on a variety of topics as directed by the City Council." Therefore, annually, City Commissions develop and recommend a work plan to outline tasks, goals, and or projects related to their advisory area. Staff works with commissions to develop their respective workplans and takes them to Council for review and approval.

Analysis:
The Arts Commission, Community Advisory Commission, Library and Education Commission, Parks, Recreation and Cultural Resources Commission, Planning Commission, Senior Advisory Commission, Veterans Commission and Youth Advisory Commission (Commissions) meet at different frequencies such as monthly, bi-monthly, or specially designated months as determined by their By-Law addenda. Commissions began meeting and discussing their FY 2021-22 workplans in August and have prepared new work plans that may include items from the previous year's plan that were unaccomplished. All Commissions identified work plan items in their FY 2020-21 work plans they would like to carry forward to their FY 2021-22 work plans. Each Commission reviewed tasks from their 2020-21 Work Plans and categorized them as either "Accomplished" or "Carryover." Those tasks are reported in the Commissioners Annual Report Information Memorandum published October 18, 2021, which is included as an attachment for this item. Carryover tasks in the Annual Report are included in each Commission's proposed 2021-22 Work Plans.

Fiscal Impact:
Each Commission is allocated $1,000 annually by the City Council in the adopted budget. These funds are budgeted and approved as part of the FY 2021-22 budget and are to be used towards City Council approved tasks and projects, and administrative costs related to the Commission. No Commission, with exception of the Arts Commission, has identified additional funds needed to accomplish their work plan.

The Arts Commission work plan includes Public Art projects which are funded by the City of Milpitas' Public Art Fund. The Public Art Fund current balance is $1,253,478. The Arts Commission will return separately to the City Council for public art project budget approval for those proposed projects.

The Parks, Recreation and Cultural Resources Commission (PRCRC) work plan includes a future Bicycle Event. The PRCRC will return separately to the City Council for event budget approval.

Recommendation:
Approve proposed Fiscal Year 2021-22 Work Plans for eight (8) City of Milpitas Commissions.

Attachments
1. City Commission Accomplishment Memo 2021
2. Arts Commission Work Plan
3. Community Advisory Commission
4. Library and Education Commission Work Plan
5. Parks, Recreation and Cultural Resources Commission Work Plan
6. Planning Commission Work Plan
7. Senior Advisory Commission Work Plan
8. Veterans Commission Work Plan
9. Youth Advisory Commission Work Plan

City of Milpitas
Arts Commission FY 2021-2022 Work Plan

Topic/Advisory Area	Tasks	Required Resources	Goal Deadline
Milpitas Arts and Culture Grant Program	Promote public awareness campaign to encourage applications for events when public gatherings resume.	Commission, Staff	Fall 2021
Public Art Installations	Conduct Call for Artists for public art park historical markers, jointly with PRCRC ($TBD)	Commission, Staff	Fall 2021
	Select and Commission Artists for public art park historical markers, jointly with PRCRC	Commission, Staff	Winter 2022
	Implement Mural Program ($50,000)	Commission, Staff	Fall 2021
	Conduct RFQ for Park Art (Sculpture, Functional, Etc.)	Commission, Staff	Fall 2021
	Conduct Invitational Call for Dixon Landing Park artwork ($30,000)	Commission, Staff	Winter 2022
	Developing RFP for Public Art Master Plan	Commission, Staff	Spring 2022
City Public Art Collection	Recommend maintenance process for City-owned public art.	Commission, Staff	Winter 2022
	Review existing City-owned public art for maintenance, repair needs.	Commission, Staff	Winter 2022
Performing Arts Program	Support Performing Arts Program efforts	Commission, Staff	Ongoing
Phantom Art Gallery	Support Phantom Art Gallery efforts	Commission, Staff	Ongoing

As of June 28, 2021

MILPITAS COMMUNITY ADVISORY COMMISSION
FY 2021-2022 WORK PLAN

Work Plan Goals: Serve as an advisory body on matters affecting Milpitas residents, especially those relating to community improvement.					
Topic/Advisory Area		**Tasks**	**Required Resources**	**Begin Discussion**	**Deadline**
1.	Consolidated Plan & CDBG public meeting process	**Staff** 1. Present informational workshop for commissioners 2. Prepare application binders 3. Coordinate with CDBG applicants to attend the meeting **CAC** 1. Host one Consolidated Plan public meeting 2. Review prepared binders for public meeting 3. Make recommendations for CDBG funding to the City Council 4. Receive periodic updates from staff	Time: Commission, Staff, CDBG Applicants Budget: Dinner, refreshments	October	March
2.	Spring Cleaning Day	1. Commissioners discuss location for the event 2. Staff coordinates with community organizers to present about logistics for the event and volunteers 3. Staff will coordinate trash receptacles and other necessities for the event	Time: Commission, Staff, Community Organizers Budget: Outreach materials, refreshments for volunteers, certificates of appreciation for volunteers	February	May
3.	National Night Out	1. Staff coordinates with Milpitas PD to present about National Night Out 2. Commissioners discuss outreach strategies for the event and determine areas to engage	Time: Commission, Staff, Police Department Budget: Outreach materials, flyer printing	April	August
4.	Neighborhood Beautification Awards	1. Commissioners discuss ways to revamp the program, including the award categories, criteria, application window, and logistics. 2. Code Enforcement publishes application 3. Commissioners conduct community outreach	Time: Commission, Staff Budget: Award plaques for winners	May	September

		4. Commission reviews applicants and votes for winners of each award category 5. Staff coordinates the presentation of award winners to the City Council			
5.	Community Engagement & Affordable Housing and Building Safety Month	1. Commissioners coordinate with staff to promote Affordable Housing and Building Safety Month 2. Commissioners conduct outreach for activities, workshops, and community events 3. Commissioners provide a forum to engage with residents on community needs and resources	Time: Commission, Staff Budget: Outreach materials	February	May

Library and Education Advisory Commission FY 2021-2022 Work Plan

Work Plan Summary

- Advise and make recommendations on Library operations
- Support greater awareness within the Milpitas community regarding library resources, literacy activities and amenities
- Partner to broaden and enhance literacy and education initiatives based out of the Milpitas Library
- Advise on support of diverse Library initiatives, programs and events

Topic/Advisory Area	**Tasks**	**Required Resources**	**Goal Deadline**
County Commissions Forum	Attend County Commissions Forum and report back	Commission, County Library	February 2022
Essay Contest/Special Projects ** April (Arts, Math and Poetry focus)	Conduct Annual Youth Essay Contest – arrange judging and awards. Dedicate up to $2,500 from LEAC account for participant awards Special Projects: coordinate special projects including event preparation, marketing, etc.	Commission, Community Partners, City Staff	Spring or Summer 2022
Attend Local Library Conference	Attend local Library Conference to gain continued library knowledge	Commission	April 2022
National Library Week	Promote program citywide via City of Milpitas Youth Programs, Milpitas Senior Center, general public, etc.	Commission, County Library	April 2022
Summer Reading Program	Promote program citywide via City of Milpitas Youth Programs, Milpitas Senior Center, general public, etc.	Commission, County Library, City Staff	May-August 2022
City Events	Attend City Events and promote Literacy and Library Services	Commission, City Staff	FY 2021/22
Library Donor Program	Sustain current Donor Program	Commission, City Staff	FY 2021/22

Parks, Recreation and Cultural Resources Commission
Work Plan FY 2021-2022

DRAFT

Work Plan Goals:
Advise City Council on recreation, park, and historic preservation activities; review and recommend planning and development of new and existing parks and recreation facilities; recommend protecting and enhancing special aspects of the City's heritage

Topic/Advisory Area		Tasks		Required Resources	Deadline
Park Name History Project Phase II		3. Create online webpage (Comm & Dept.)		Commission, Staff, Grants	Jun-22
		4. Cost out physical park markers		Historical Society	
		5. Seek Grants/Identify Funding			
		6. Seek CC approval			
		7. Marker Development & Installation			
Annual Park/Facility Tour		1. Determine theme for tour		Commission , Staff	Annually - June
		2. Confirm location(s)			
		3. Conduct Tour			
Quarterly Reports		1. Receive Quarterly Reports from Recreation		Staff	Quarterly
		Staff on: Community Garden, Program areas			
		Allocations, Recreation, Trends, CIP, Special			
		Events			
Review Historic Site List		1. Review Plan and make updates to goals,		Commission, Staff,	Jun-22
		themes, priorities		County, Historical Society	
		2. Create online component			
		3. Work with Historical Society on Annual Tour			
Bicycle & Pedestrian Trails		1. Family Bike Day Event		Commission, Staff	May-22
		2. Consider City wide bike event			
		3. Bike repair clinic			
Ongoing Review		1. Private Development Projects including		Commission, Staff	Ongoing/Per project
		open space			
		2. Make recommendation on Annual CIP Park			
		Improvement Projects & Priorities			

Parks, Recreation and Cultural Resources Commission
Work Plan FY 2021-2022

DRAFT

Sister Cities		1. Outreach to community groups and schools		Commission, Staff	Ongoing
		2. Maintain existing relationships			
		3. Support currrent community relationships			
Community Gardens		1. Review Garden Rules & Program		Commission, Staff	Ongoing
		2. Recommend any updates, changes			

DRAFT

City of Milpitas
Planning Commission
Work Plan FY 2021-22

Purpose: Advise City Council on issues and policies related to city planning, zoning and land use regulation, and community development; review, consider, discuss, and make recommendations on proposals for new development throughout the City.			
Topic/Activity	**Tasks**	**Required Resources**	**Completion**
Development Review*	Attend meetings (2/month); read meeting packets; active participation; site visits; Take action (approve/deny) or make recommendations to the City Council	Commission, Staff	Ongoing
Milpitas Metro Plan (TASP Update)	Participate in meetings; Review draft plan and make recommendations to Council	Commission, Staff, Consultants	Spring 2022
Gateway/Main St. Plan (Midtown Update)	Participate in meetings; Review draft plan and make recommendations to Council	Commission, Staff, Consultants	Winter 2022
Zoning Ordinance Amendments	Receive presentations; provide feedback and make recommendations to Council	Commission, Staff, Consultant	Ongoing
Annual CIP Conformance with General Plan	Receive presentations; provide feedback and make recommendations to Council	Commission, Staff	Annual
Commissioner Coaching	Inhouse training as needed; Participate in virtual workshops/conferences	Commission, Staff, Training Budget	Ongoing

* The Commission Reviews and Acts Upon the Following:

1. General Plan and General Plan amendments;
2. Specific Plans and Specific Plan amendments;
3. Zoning and Subdivision Ordinance amendments
4. Environmental Impact Reports and Negative Declarations under CEQA;
5. Tentative Subdivision Maps;
6. Planned Development permit applications;
7. Subdivision Ordinance exceptions;
8. Special Studies and Reports
9. Master Plans (e.g., Bike and Ped Master Plan, Open Space Plan, Green Infrastructure Plan, etc.)
10. Appeals of Decisions by the Zoning Administrator.

City of Milpitas
Senior Advisory Commission FY 2021-2022 Work Plan

The Commission advises the City Council on matters pertaining to recreation, leisure, and nutrition services for the Senior Citizens of Milpitas.

Work Plan Summary

- Establish Wellness & Resources action plan with a focus on senior's health, wellness & mental wellbeing activities
- Establish Senior's Events action plan with a focus on the annual Resource Fair, Open House Event and "Welcome Back" event in September
- Sponsor Senior Center-based events and support "Age-Friendly" and Seniors' Agenda activities

Topic/Advisory Area	Tasks	Required Resources	Goal Deadline
Host **Welcome Back** event in September, **Open House** event in January and **Resource Fair** in May.	Determine event components needed, delegate tasks equitably and assist staff with marketing and promotion ahead of the event's date.	Commission, Community Partners, City Staff	One month prior to event date
Promote the Senior Center **Resource Area**, various **health and wellbeing presentations**, and **social services-related projects** throughout the year.	Assist the Social Services Coordinator in overseeing the Resource Area and helping promote its benefits to our members. Assist with the promotion of various social services-type projects such as Milpitas HOPE, Dementia Friends, etc.	Commission, Community Partners, City Staff	Ongoing
Support **Technology for Seniors** program that helps bridge the digital divide and counter social isolation	Help promote the program and its benefits to Milpitas Seniors. Contribute $150 each college semester for two semesters ($300 total) from Senior Advisory Commission account for 1 college intern equivalent to lead the program and provide tech support to participants.	Commission, Community Partners, City Staff	
Sponsor Senior Center Events and Activities	Sponsor and promote: Birthday Celebrations, Themed Dances, Holiday Events, Multi-Cultural Events, etc.	Commission, City Staff	Ongoing
Support/Participate in "Age-Friendly" Initiatives	Promote and participate in Age-Friendly Initiatives and Santa Clara County Seniors' Agenda activities.	Commission, Community Partners, City Staff	Ongoing

City of Milpitas
Senior Advisory Commission FY 2021-2022 Work Plan

The Commission advises the City Council on matters pertaining to recreation, leisure, and nutrition services for the Senior Citizens of Milpitas.

Work Plan Summary

- Establish Wellness & Resources action plan with a focus on senior's health, wellness & mental wellbeing activities
- Establish Senior's Events action plan with a focus on the annual Resource Fair, Open House Event and "Welcome Back" event in September
- Sponsor Senior Center-based events and support "Age-Friendly" and Seniors' Agenda activities

Veterans Advisory Commission FY 2021-22 Work Plan

Topic/Advisory Area	Tasks	Required Resources	Goal Deadline
Assist with planning of Veteran based City Sponsored Events	Work with City Staff to incorporate items to the Annual Veterans Day and Memorial Day ceremonies.	Commission, Staff	F/Y 2021-22 Event Calendar Dates 11/11/21 & 5/30/2022
Annual Veterans Recognition Lunch	Work with City staff to host the Annual Recognition Lunch, decide menu, decorations, entertainment, etc.	Commission, Staff	May 2022
Assist Milpitas Veterans in need during the holidays	Work to identify Milpitas Veterans in need during the holidays and work with the Milpitas Food Pantry and 2nd Harvest Food Bank with food drives to assist veteran families.	Commission, Food Pantry, 2nd Harvest Food Bank, Staff, Other Veteran Agencies	Ongoing
Serve as Knowledge base for Veterans/Local Resources and Assistance	Work with Santa Clara County Veterans Service Office (SCCVSO) on all events that are sponsored/co-sponsored by the Commission. Maintain and update the Veterans webpage for the City, to include items such as: policies, burial benefits, shelter, hospitals, programs, resources and events.	Commission, Staff, Other Veteran Agencies	Ongoing
Adopt-A-Vet	Work with Milpitas schools to teach students on how to properly raise and lower the flag: provide education sessions for elementary age students; work directly with the Milpitas High School NJROTC on mentorship and involvement with special events.	Commission, MUSD, Staff	FY 2021-22
Honoring Milpitas Veterans Memorial	Work with Milpitas staff to research the implementation of a permanent Memorial honoring Milpitas Veterans in the form of pavers in the Veteran s Plaza Area.	Commission, Staff	Ongoing

Youth Advisory Commission
Work Plan FY 2021-2022

Work Plan Goals:

-Ensure community engagement by volunteerism

-Ensure success of Teen Center participation with program promotion

-Set up and execute at least four youth/teen events

Topic/Advisory Area		Tasks		Required Resources	Deadline
Volunteerism		1. Identify events in need of service (in addition to listed)		Commission, Staff	On Going
		2. Establish Subcommittees		Commission	10/14/2021
		3. Holiday Magic		Commission	Dec-21
		4. Milk and Cookies with Santa		Commission	Dec-21
		5. Bike Repair Event		Commission, Staff	TBD
		6. Youth-Comission Advocacy		Commission	On Going
		7. Health and Mental Wellness		Commission, Staff	TBD
Teen Center		1. Inter-Generational Programming For Teens		Commission, Staff	On Going
		2. Coding Competition		Commission, Staff, Outside Agency	TBD
Engage youth and Teens		1. Spelling Bee		Commission, Staff	TBD

Youth Advisory Commission
Work Plan FY 2021-2022

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Joint Resolution of the City Council and Successor Agency of the Milpitas Redevelopment Agency Board Approving a $65,000 Loan Agreement from the City to the Successor Agency and Authorizing Various Financial Actions by the City Manager**
Category:	Leadership and Support Services
Meeting Date:	10/19/2021
Staff Contact:	**Lauren Lai, Director of Finance, 408-586-3111**
Recommendation:	Adopt a Joint Resolution of the City Council and Successor Agency of the Milpitas Redevelopment Agency Board to approve a $65,000 Loan Agreement from the City to the Successor Agency and Authorizing Various Financial Actions by the City Manager.

Background:
The Milpitas Successor Agency receives semi-annual Redevelopment Property Tax Trust Fund (RPTTF) Distributions each fiscal year in January and June. Our semiannual distribution is determined based on the Successor Agency's expected expenses to be paid during the fiscal year. All scheduled expenses are reported on Recognizable Obligation Payment Schedule (ROPS) annually for Santa Clara County's review under the authorization of Department of Finance.

When the Successor Agency received the second distribution in June 2021, Department of Finance reduced the second installment by $148,396. Distribution is available to fund enforceable obligation in accordance to Health and Safety Code section 34177 (l) (1) (E). Due to a change in accounting and reporting in ROPS, the Agency experienced this one-time short fall of funds in the period that the Agency implemented this change.

Analysis:
The Successor Agency was required to pay 2015 Tax Allocation Refunding Bonds debt service payment scheduled on September 1, 2021. Since the Agency did not receive the full distribution in June 2021, Staff recommends that the City make a loan from the City General Fund to the Agency in the amount of $65,000 to pay for the shortfall in money available to pay the required debt service. Health & Safety Code section 34173(h) allows the City to make a loan to the Successor Agency to pay enforceable obligations of the Agency when the Agency does not receive a sufficient allocation through the ROPS process in a given period. The City will then be paid back from future funds received through the ROPS process for the applicable enforceable obligations. The City and Successor Agency are separate legal entities, and therefore the City and Successor Agency should enter into a more formal loan agreement to commemorate this loan. Based on the current ROPS, the Successor Agency should receive sufficient funding through the January 2022 ROPS allocation to repay the loan, which is only needed to address this temporary cash flow shortage. If for any reason the Successor Agency did not receive these funds, the loan would then be placed on a future ROPS until it was repaid in full.

Given the temporary nature of this loan amounting to only five (5) months, Staff recommends dismissing the interfund loan interest calculation, amortization and accounting. Such amount is de miniims and the cost of administration exceeds the benefit of such interest amount.

Due to staffing level during fiscal year-end close prior to this debt payment, staff was not able to bring this request to Council earlier. Staff requests City Council consideration and ratification of this $65,000 loan agreement from the City to the Successor Agency.

Policy Alternatives:

Alternative 1: Not approve the loan.

Pros: None

Cons: General Fund would not be reimbursed.

Reason not recommended: It is in the best interest of the City to reimburse the General Fund for this short-time loan and meet the 2015 Tax Allocation Refunding Bond debt payments of September 1, 2021.

Fiscal Impact:
The City General Fund will loan $65,000 to Successor Agency for the temporary period of September 1, 2021 through January 31, 2022. Interfund interest is de minimis and will be foregone.

California Environmental Quality Act:
The City Council and Successor Agency Board action is not subject to the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15378(b) as a government fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

Recommendation:
Adopt a Joint Resolution of the City Council and Successor Agency of the Milpitas Redevelopment Agency Board to approve a $65,000 Loan Agreement from the City to the Successor Agency and authorizing various financial actions by the City Manager.

Attachments:
1. Successor Agency Loan Resolution
2. Successor Agency Loan Agreement

RESOLUTION NO. _____

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AND SUCCESSOR AGENCY OF THE MILPITAS REDEVELOPMENT AGENCY BOARD TO APPROVE $65,000 LOAN AGREEMENT BETWEEN THE CITY AND SUCCESSOR AGENCY AND AUTHORIZE VARIOUS FINANCIAL ACTIONS BY THE CITY MANAGER

WHEREAS, the Successor Agency receives semi-annual Redevelopment Property Tax Trust Fund (RPTTF) Distributions each fiscal year in January and June; and

WHEREAS, the Successor Agency's June 2021 distribution was reduced by $148,396 due to a one-time change in accounting and reporting in the Recognizable Obligation Payment Schedule (ROPS); and

WHEREAS, the Successor Agency is required to pay 2015 Tax Allocation Refunding Bonds debt service payment scheduled on September 1, 2021 and due to a shortfall in funds from the June distribution, the City desires to make, and the Successor Agency desires to receive, a $65,000 loan so that the Successor Agency will have sufficient funds to meet its obligation to pay debt service on the 2015 bonds; and

WHEREAS, pursuant to Health and Safety Code section 34173(h), a City may make a loan of funds necessary to pay an enforceable obligation to the extent that the successor agency receives an insufficient distribution from the Redevelopment Property Tax Trust Fund ("RPTTF") to pay the approved enforceable obligations in the applicable ROPS period; and

WHEREAS, the loan made shall be repaid from the source of funds originally approved for payment of the underlying enforceable obligation in the ROPS once sufficient funds become available from that source; and

WHEREAS, based on the approved ROPS for fiscal year 2021-22, the City and Successor Agency anticipate that the January 2022 ROPS allocation will include sufficient funds to repay the loan to the City and pay all other enforceable obligations approved on the 2021-22 ROPS; and

WHEREAS, if such funds are not sufficient to pay all such enforceable obligations, the Successor Agency shall place this loan on the 2022-23 ROPS and each subsequent ROPS until the Loan is repaid in full, subject to the approval of the County Oversight Board; and

NOW, THEREFORE, the City Council of the City of Milpitas and the Board of the Successor Agency hereby jointly find, determine, and resolve as follows:

1. The City Council and Successor Agency Board have considered the full record before them, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to 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 the Loan Agreement between the City and Successor Agency in an amount of $65,000 effective September 1, 2021 in substantially the form provided in the staff materials provided in conjunction with this Resolution.

3. The City Manager and Executive Director of the Successor Agency is hereby authorized and directed to sign the Loan Agreement on behalf of the City and Successor Agency, respectively.

PASSED AND ADOPTED this _____ day of _____ 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Wendy Wood, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Christopher J. Diaz, City Attorney

LOAN AGREEMENT BETWEEN CITY OF MILPITAS AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF MILPITAS

THIS LOAN AGREEMENT ("Agreement") is entered into as of _____ _____, 2021 by and between the CITY OF MILPITAS ("City") and SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF MILPITAS ("Successor Agency").

RECITALS

WHEREAS, pursuant to the provisions of AB 1X 26 as enacted in 2011 and subsequently amended by AB 1484 (2012) and SB 107 (2015) (collectively, the "Dissolution Act"), the Successor Agency is the designated successor to the former Redevelopment Agency of the City of Milpitas and is responsible for winding down and disposing of all assets of the former Redevelopment Agency; and

WHEREAS, pursuant to the Dissolution Act, the Successor Agency and the City are separate legal entities; and

WHEREAS, on an annual basis pursuant to Health and Safety Code section 34177(o)(1), the Successor Agency submits and obtains approval from the Oversight Board and Department of Finance for its Recognized Obligation Payment Schedule ("ROPS"), with the expected expenditures for the following fiscal year; and

WHEREAS, the Successor Agency's June 2021 distribution for the 2021-22 ROPS was reduced by $148,396, due to a change in accounting and reporting processes in the ROPS; and

WHEREAS, the Successor Agency is required to pay its 2015 Tax Allocation Refunding Bonds debt service on September 1, 2021, and because the Successor Agency received a reduced distribution in June 2021, the Successor Agency did not have sufficient funds to pay the required debt service; and

WHEREAS, in order to avoid a default by the Successor Agency on the obligations to make debt service payments, the City made an advance to the Successor Agency in the amount of $65,000 so that the Successor Agency had sufficient funds to make the required debt service payments; and

WHEREAS, pursuant to Health and Safety Code section 34173(h), a City may make a loan of funds necessary to pay an enforceable obligation to the extent that the successor agency receives an insufficient distribution from the Redevelopment Property Tax Trust Fund ("RPTTF") to pay the approved enforceable obligations in the applicable ROPS period; and

WHEREAS, the loan made shall be repaid from the source of funds originally approved for payment of the underlying enforceable obligation in the ROPS once sufficient funds become available from that source; and

WHEREAS, based on the approved ROPS for fiscal year 2021-22, the City and Successor Agency anticipate that the January 2022 ROPS allocation will include sufficient funds to repay the loan to the City and pay all other enforceable obligations approved on the 2021-22 ROPS; and

WHEREAS, if such funds are not sufficient to pay all such enforceable obligations, the Successor Agency shall place this loan on the 2022-23 ROPS and each subsequent ROPS until the Loan is repaid in full, subject to the approval of the County Oversight Board; and

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Recitals

The recitals above are true and correct and incorporated herein by reference.

Section 2. City Loan to the Agency

The parties agree that the City has hereby loaned to the Successor Agency the amount of $65,000 (the "Loan") in order to pay the Successor Agency's September 1, 2021 debt service payment on the 2015 Tax Allocation Refunding Bonds. The Loan is outstanding and shall be repaid by the Successor Agency in accordance with the terms of this Agreement and applicable law.

Section 3. Repayment of Loan by Successor Agency

In accordance with Health & Safety Code Section 34173(h) and other provisions of the Dissolution Act, the Successor Agency hereby agrees to repay the Loan out of the RPTTF received by the Successor Agency to pay the debt service on the 2015 Tax Allocation Refunding Bonds. In the event that the RPTTF funds received from the January 2022 distribution is not sufficient to repay the Loan in full, the Loan shall be placed as an "enforceable obligation" on the 2022-23 ROPS and each successive ROPS, subject to Oversight Board approval, until the Loan has been fully repaid, in order that the Loan be repaid as quickly possible. The Loan shall not accrue interest.

Section 4. Defaults.

a. Successor's Agency's failure to pay any amount due hereunder within 15 days of its due date after notice to Successor Agency shall be considered an event of default under this Agreement.

b. Upon the occurrence of any event of default and expiration of any applicable cure period at the option of the City after 30 days prior written notice, the entire unpaid balance of principal and all accrued interest owing under this Agreement shall become immediately due and payable. City's failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness or

is related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof.

Section 5. Costs of Enforcement.

Successor Agency agrees to pay the following costs, expenses and attorneys' fees paid or incurred by the City or adjudged by a Court: (1) reasonable costs of collection, costs and expenses, and reasonable attorneys' fees paid or incurred in connection with the collection, enforcement for Loan Agreement, or of any covenant of this Agreement, whether or not suit is filed; (2) costs of suit and such sums the Court may adjudge as attorneys' fees in any action to enforce payment of all amounts due under this Agreement or any part of it; and (3) costs of suit and such sum as the Court may adjudge as reasonable attorneys' fees in any other litigation or controversy connected with the enforcement of this Agreement.

Section 6. Waivers.

Except as provided above, Successor Agency and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

Section 7. Assignment and Assumption.

This Agreement shall be binding upon Successor Agency, its successors and assigns. This Agreement is not transferable by the Successor Agency, and the Successor Agency shall not assign its rights and obligations hereunder without the prior written consent of the City. The City, at its option, may negotiate, transfer or assumption of this Agreement.

Section 8. Governing Law.

This Agreement shall be construed in accordance with and be governed by the laws of the State of California.

Section 9. Integration.

This Agreement represents the entire understanding of the parties as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. Parties accept the recitals as true and accurate and incorporate those into this agreement. This Agreement may not be modified or altered except by written amendment executed by both parties.

Section 10. Partial Invalidity.

If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement on the day and year first above written.

CITY OF MILPITAS

By:_____
Steven G. McHarris, City Manager

SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF MILPITAS

By:_____
Steven G. McHarris, Executive Director

Approved as to Form:

_____
Christopher J. Diaz, City Attorney

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Introduce Ordinance No. 208.54 Amending Various Sections of Title VIII, Chapter 2 of the Milpitas Municipal Code Relating to Sewer Operation and Maintenance**
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	10/19/2021
Staff Contact:	**Tony Ndah, Public Works Director, 408-586-2602**
Recommendation:	1) Conduct a public hearing and move to close the hearing following comments. 2) City Attorney shall read aloud the title of Ordinance No. 208.54 3) Move to waive the first reading beyond the title and introduce Ordinance No. 208.54 amending various sections of Title VIII, Chapter 2 of the Milpitas Municipal Code relating to sewer operation and maintenance

Background:

The City of Milpitas maintains the sanitary sewer collection system. The State Water Resources Control Board ("SWRCB") Order# 2006-003 requires all entities that own and operate sanitary sewer systems that convey untreated wastewater to a publicly-owned treatment plant, to prepare a Sewer System Management Plan ("SSMP"). The SSMP is a document that addresses procedures to operate, maintain and manage wastewater collection systems. Utilization of the SSMP provides the guidelines and procedures to reduce the number and frequency of sanitary sewer overflows ("SSOs") and thereby decrease the risk to human health and the environment in our community. Staff recently completed a regulatorily required self-audit and update of the Milpitas Sanitary Sewer Management Plan in accordance with the California Statewide Sanitary Sewer System General Order and has identified several programmatic and ordinance revisions that will improve program effectiveness.

The City of Milpitas (City) contracts for sanitary wastewater treatment at the San Jose-Santa Clara Regional Wastewater Facility (RWF) under the 1983 "Master Agreement for Wastewater Treatment between City of San Jose, City of Santa Clara, and City of Milpitas." In its role as co-owner and operator of the RWF, the City of San Jose administers the Industrial Pretreatment Program, on behalf of all tributary agencies, which regulates nondomestic dischargers to the San Jose-Santa Clara Regional Wastewater Facility in conformance with the Clean Water Act, and has requested revisions to the City's Sewer Use Ordinance to improve program and enforcement effectiveness.

The agreement requires that the City of Milpitas and other tributary agencies adopt, amend, and revise their sewer ordinances whenever the City of San Jose amends its ordinance to comply with current regulatory requirements established by the Plant's National Pollutant Discharge Elimination System (NPDES) permit.

The City of San Jose's revisions to its sewer ordinance were initiated by a combination of recommendations and audit requirements resulting from an Environmental Protection Agency audit of the Industrial Pretreatment Program. San Jose's ordinance revisions were approved by the San Jose City Council effective June 29, 2021. Based on the San Jose revisions, the City of Milpitas' sewer ordinance now requires updates to comply with the City's agreement with the City of San Jose. The San Jose-Santa Clara Regional Wastewater Facility's ability to comply with federal regulatory requirements for permit issuance and program implementation is dependent upon these changes to the sewer use regulations.
Previously, the City of San Jose Environmental Services Department, on behalf of all tributary agencies, administered the Fats, Oils, and Grease Program, which is one of the leading initiatives for Sanitary Sewer

Overflow Prevention. The City of Milpitas was notified that the City of San Jose Environmental Services Department would no longer provide the administration and inspections for tributary agency Fats, Oils, and Grease Programs starting January 1, 2018. The City of San Jose requires all Grease Prevention Tributary Agencies to the San Jose/Santa Clara Water Pollution Control Plant to revise their sewer use ordinances to reflect that the Fats, Oils, and Grease Control Program is now administered by the individual cities, including the City of Milpitas.

Analysis:
The following sections of the Milpitas Sewer Use Ordinance are proposed to be added and/or revised with modifications and/or clarifications as described below:

Proposed Changes related to General Provisions for Use of Public Sewers

1. Title VIII, Chapter 2, Article V, Section VIII-2-5.03 – Updated to reflect that the primary responsibility for enforcement is under the Director of Public Works and City of San Jose's Director of Environmental Services. These changes clarify that the FOG Program, now administered of the City of Milpitas is enforced by the City's Public Works Director. As City of San Jose continues to administer the Industrial Pretreatment Program in Milpitas and other tributary cities, the ordinance clarifies San Jose's Director of Environmental Services enforcement authority over those requirements.
2. Title VIII, Chapter 2, Article V, Section VIII-2-5.04 – New definitions are added and existing definitions are amended in order to comply with the City's agreement with the City of San Jose.
3. Title VIII, Chapter 2, Article V, Section VIII-2-5.06 – Revisions and clarifications for the purposes of code cleanup with respect to the City's authority to limit excess industrial use.
4. Title VIII, Chapter 2, Article V, Sections VIII-2-5.10 through 5.12, 5.16, 5.18, 5.20, 5.27 through 5.36, 5.38 through 5.42, 5.44 through 5.46, 5.48, and 5.50 through 5.55 – Revisions and additions to various sections, including monitoring facilities, interfering substances, and permit conditions, violations, and penalties, in order to comply with the City's agreement with the City of San Jose.

Proposed Changes related to Property Maintenance

1. Title VIII, Chapter 2, Article XIII, Section VIII-2-13.02 – Revisions and corrections to clarify responsibility of property owners with respect to maintenance of the house sewer and side sewer.

Policy Alternatives:
Alternative 1: Do not adopt Ordinance No. 208.54 amending various sections of Title VIII, Chapter 2 of the Milpitas Municipal Code relating to sewer operation and maintenance.

Pros: None

Cons: Without the Ordinance, the City would not be in compliance with the 1983 "Master Agreement for Wastewater Treatment between City of San Jose, City of Santa Clara, and City of Milpitas" and the Municipal Code would not accurately reflect current operational requirements.

Reason not recommended: The City would be out of compliance with the 1983 "Master Agreement for Wastewater Treatment between City of San Jose, City of Santa Clara, and City of Milpitas" and the Municipal Code would not accurately reflect current operational requirements.

Fiscal Impact:
None, other than staff time in preparing the Ordinance changes.

California Environmental Quality Act:
The introduction and adoption of this Ordinance is not a project subject to the California Environmental Quality Act (CEQA) as it can be seen with certainty that the ordinance does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and is more akin to an administrative activity of the government pursuant to CEQA Guidelines Section 15378.

Recommendation:

1. Conduct a public hearing and move to close the hearing following comments.
2. City Attorney shall read aloud title of Ordinance No. 208.54.
3. Move to waive the first reading beyond the title and introduce Ordinance No. 208.54 amending various sections of Title VIII, Chapter 2 of the Milpitas Municipal Code relating to sewer operation and maintenance.

Attachments:

1. Ordinance No. 208.54 (redlined for first reading)
2. Letter from San Jose regarding Sewer Code Revisions

PLEASE NOTE:

This copy of Ordinance No. 208.54 is a “redlined” version for your convenience. Text additions are designated by an underline and text deletions are designated with a strikethrough.

REGULAR

NUMBER: **208.54**

TITLE: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING VARIOUS SECTIONS OF TITLE VIII, CHAPTER 2 OF THE MILPITAS MUNICIPAL CODE RELATING TO SEWER OPERATION AND MAINTENANCE**

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Wendy Wood, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Christopher J. Diaz, City Attorney

RECITALS AND FINDINGS:

WHEREAS, the City of Milpitas (the "City") wishes to update its Sewer Use Ordinance regarding use of public sewers to regulate wastewater discharge, dental amalgam discharge, and the Fats, Oils, and Grease Program; and

WHEREAS, the City previously contracted with the City of San Jose Department of Environmental Services for the administration of a Fats, Oils, and Grease Program, which is one of the leading initiatives for Sanitary Sewer Overflow Prevention; and

WHEREAS, the City has been notified that the City of San Jose Department of Environmental Services no longer provides the administration and inspections for outside agency Fats, Oils, and Grease Programs as of January 1, 2018; and

WHEREAS, the City of San Jose requires all Grease Prevention Tributary Agencies to the San Jose/Santa Clara Water Pollution Control Plant to revise their sewer use ordinances to reflect the changes initiated for a now City administered and maintained Fats, Oils, and Grease Control Program; and

WHEREAS, the City administers the Fats, Oils, and Grease Programs in accordance with the Milpitas Sanitary Sewer Management Plan; and

WHEREAS, the City recently completed a self-audit and update of the Milpitas Sanitary Sewer Management Plan in accordance with the California Statewide Sanitary Sewer System General Order and has identified several programmatic and ordinance revisions that will improve program effectiveness; and

WHEREAS, the City of San Jose administers the Industrial Pretreatment Program which regulates nondomestic dischargers to the San Jose Santa Clara Regional Wastewater Facility in conformance with the Clean Water Act, and has requested revisions to the City's Sewer Use Ordinance to improve program and enforcement effectiveness.

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 VIII, CHAPTER 2, ARTICLE V, SECTION VIII-2-5.03 "Responsibility for Enforcement"

Title VIII, Chapter 2, Article V, Section VIII-2-5.03 "Responsibility for Enforcement" of the Milpitas Municipal Code is hereby amended to read as follows:

VIII-2-5.03 - Responsibility for Enforcement

The primary responsibility for enforcement of the provisions of this Chapter shall be vested in the City ~~Engineer~~ Director or the San Jose Director. Nothing herein is intended to restrict the City Attorney with respect to criminal or civil actions which may be taken to enforce this Chapter.

SECTION 3. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE V, SECTION VIII-2-5.04 "Definitions"

Title VIII, Chapter 2, Article V, Section VIII-2-5.04 "Definitions" of the Milpitas Municipal Code is hereby amended to read as follows:

VIII-2-5.04 - Definitions

The definitions set forth below shall govern the application and interpretation of this Chapter. Words and phrases not defined in this Chapter shall have the meanings ascribed to them by the Clean Water Act.

SECTION 4. NEW DEFINITIONS ADDED TO MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE V, SECTION VIII-2-5.04 "Definitions"

The following terms and definitions are hereby added to Title VIII, Chapter 2, Article V, Section VIII-2-5.04 "Definitions" of the Milpitas Municipal Code, to be numbered, entitled, and to read as follows:

(6.1) **Authorized or Duly Authorized Representative of the User.** "Authorized or Duly Authorized Representative of the User" means:

(a) For a corporation:

1. The president, secretary, treasurer, vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

2. The manager of one or more manufacturing, production, or operating facilities if the following criteria are met:

A. The manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations;

B. The manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and

C. The manager has the assigned or delegated authority to sign documents in accordance with corporate procedures.

(b) For a partnership or sole proprietorship: a general partner or proprietor, respectively.

(c) For a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(d) The individuals described in paragraphs ~~A~~(a) through ~~C~~(c), above, may designate a Duly Authorized Representative in writing, specifying the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and submitting the authorization to the San Jose Director or City Director.

(7.1) **Baseline Monitoring Report (BMR).** "Baseline Monitoring Report" means a report which shall include all requirements of federal regulation, including but not limited to 40 CFR 403.12(b); and

(a) For New Sources and sources that become Industrial Users subsequent to the promulgation of an applicable categorical standard, submitted at least 90 days prior to commencement of discharge and contain identifying information, environmental permits in place, a description of operations, flow measurements, measurements of pollutants, and the pretreatment a New Source intends to use to meet the applicable standards, including estimates of measurements;

(b) For existing Industrial Users, submitted within one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or after the final administrative decision, and shall contain, at a minimum, identifying information, environmental permits in place, a description of operations, flow measurements, a measurement of pollutants, proper certification, and a compliance schedule as necessary.

(12.1) **Clean Water Act.** "Clean Water Act" is the 1972 amendment to the Federal Water Pollution Control Act, 33 U.S.C. section 1251 et seq. The Act is the primary legislation concerning water pollution and its regulation. The Act establishes a permit system that must be used by point sources of pollution such as industrial facilities, government facilities, and agricultural operations. These point sources are not allowed to discharge or dispose of the pollutants they produce in surface water without a permit from the National Pollutant Discharge Elimination System (NPDES).

(21.1) **Enforcement Response Plan.** "Enforcement Response Plan" means the City's plan used to guide enforcement actions taken in response to violations of this Chapter.

(30.1) **Indirect Discharge or Discharge.** "Indirect Discharge or Discharge" means the introduction of pollutants or any discharge of wastewater to the sanitary sewer system.

(37.1) **Ninety (90) Day Compliance Report.** "Ninety (90) Day Compliance Report" means a report which shall include all requirements of federal regulation, including but not limited to 40 CFR 403.12(d), and

(a) For a New Source, submitted within ninety (90) days following the commencement of the introduction of wastewater into the POTW, and contain, at a minimum, flow measurements, a measurement of pollutants, and certification of compliance with pretreatment standards; and

(b) For Industrial Users, submitted within 90 days following the final date for compliance with an applicable Pretreatment Standard and contain, at a minimum, flow measurements, a measurement of pollutants, certification of compliance with pretreatment standards and the actual production during sampling period; and for Industrial Users subject to equivalent mass or concentration limits, a reasonable measure of the long term production rate.

(48.1) **San Jose Director.** "San Jose Director" means the City of San Jose's Director of Environmental Services or his/her authorized representative or agent.

SECTION 5. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE V, SECTION VIII-2-5.04 "Definitions"

The following terms as defined in Title VIII, Chapter 2, Article V, Section VIII-2-5.04 "Definitions" of the Milpitas Municipal Code are hereby amended to read as follows:

(8) **Best Management Practices.** "Best Management Practices" means schedules of activities, prohibitions of practices, maintenance procedures and other management practices, such as, standard operating procedures, general good housekeeping, or pollution prevention practices to prevent or reduce the introduction of pollutants to the sanitary or storm sewer system which have been determined by the City ~~Engineer~~ Director or by the San Jose Director to be cost effective for particular industry groups, business types, or specific industrial processes. Best Management Practices may also include approved alternative means (e.g. management plans) of complying with federal, state or local regulations.

(12) **City ~~Engineer~~Director.** "City ~~Engineer~~Director" means the City of Milpitas~~'s~~ Director of Public Works ~~City Engineer of the City of Milpitas~~ or his/her authorized representative or agent.

(28) **Grease Control Device.** "Grease Control Device" means a grease interceptor, grease trap, mechanical grease removal device or other device ~~recommended~~ required by the ~~San Jose Director of Environmental Services~~ City of Milpitas Building and Safety Department based on the current California Plumbing Code and approved for use by the City ~~Engineer~~Director.

(42) **Plant.** "Plant" means the San José-Santa Clara Regional Wastewater Facility which is also known as the San Jose/Santa Clara Water Pollution Control Plant, jointly owned by the Cities of San Jose and Santa Clara and operated by the City of San Jose Department of Environmental Services.

(44) **Pretreatment Standard.** "Pretreatment Standard" means prohibited discharge standards, including those in federal regulations such as 40 CFR 403.5, categorical pretreatment standards, and local limits.

(48) **Reasonable Control Measures.** "Reasonable Control Measures" means control technologies, Best Management Practices, source control practices and waste minimization procedures which prevent or reduce the introduction of pollutants to the sanitary sewer system and are recommended by the San Jose Director ~~of Environmental Services~~ and approved by the City ~~Engineer~~ Director to be cost effective for particular industry groups, business types or specific industrial processes.

(51) **Sanitary Sewer System.** "Sanitary Sewer System" means all publicly owned treatment works (POTW) including the Plant, sewers, pump stations, and other facilities of the collection system owned or operated by the City of Milpitas and all plant facilities operated by the City ~~of San Jose~~ that together serve to carry, collect, pump, treat, store, recycle, and dispose of sanitary sewage and industrial wastes.

(53) **Significant Change.** "Significant Change" means any change in an industrial user's operation that results in any of the following:

(a) An increase or decrease in twelve (12)-month ~~annual~~ average process flow of twenty-five percent (25%) over the standard discharger's average process flow for the dischargers' most immediate preceding twelve (12) months.

(b) An increase or decrease in twelve (12)-month~~annual~~ average process flow that results in a change from low flow discharger to standard discharger or from standard discharger to low flow discharger.

(c) An increase or decrease in twelve (12)-month~~annual~~ average process flow that results in a change from nonsignificant industrial user to significant industrial user or from significant industrial user to nonsignificant industrial user.

(d) An increase or decrease in twelve (12)-month~~annual~~ production rate of twenty-five percent (25%) for any industrial user subject to production-based limits over the industrial user's production rate for the most immediately preceding twelve (12) months.

(e) Adding or deleting processes, process discharges, or sample points.

(f) Waiver of monitoring requirements for any pollutant not present.

(54) **Significant Industrial User.** "Significant Industrial User" means:

(a) An industrial user that has processes subject to categorical pretreatment standards except as provided under subsection c; or

(b) An industrial user that:

1. Discharges an average of twenty-five thousand (25,000) gallons per day (gpd) or more of process wastewater to the sanitary system (excluding sanitary, noncontact cooling and boiler blowdown wastewater); or

2. Contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the Plant; or

3. Is designated as such by the San Jose Director or the City ~~Engineer~~ Director on the basis that it has a reasonable potential for adversely affecting the Plant's operation or for violating any pretreatment standard or requirement.

(c) The San Jose Director or the City ~~Engineer~~ Director may determine that a categorical industrial user is not a Significant Industrial User (i.e. non-significant categorical industrial user) if the categorical industrial user meets the following conditions:

1. Does not discharge more than one hundred (100) gpd of total categorical process wastewater;

2. Has complied with all applicable categorical pretreatment standards;

3. Never discharges any untreated concentrated wastewater; and

4. Submits annually a certification statement pursuant to 40 CFR 403.12(q).

(55) **Significant Noncompliance.** An industrial user is in "Significant Noncompliance" if it has a violation or violations meeting one or more of the following criteria:

(a) Chronic violations of wastewater discharge limits defined here as those in which sixty-six (66) percent or more of all the measurements taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);

(b) Technical review criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of all the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l), multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);

(c) Any other violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the San Jose Director or the City Director~~director~~ determines has caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of the San Jose Director, the City Director~~director~~, personnel or the general public);

(d) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or environment, or has resulted in the plant's exercise of its emergency authority to halt or prevent such a discharge;

(e) Failure to meet, within ninety (90) days after the scheduled due date, a compliance schedule milestone contained in a discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(f) Failure to provide, within forty-five (45) days after the due date, required reports such as baseline monitoring reports, ninety-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(g) Failure to accurately report noncompliance; and

(h) Any other violation or group of violations, which may include a violation of reasonable control measures, which the San Jose Director of Environmental Services determines will adversely affect the operation or implementation of the pretreatment program.

(58) **Source.** "Source" means any building, structure, facility or installation from which there is or may be a potential as identified by the San Jose Director of Environmental Services and determined by the City ~~Engineer~~ Director to discharge pollutants above the local limits included in this Chapter or state or federal limits or wastewater of such volume or strength that it may cause interference, pass-through or operational problems in the sanitary sewer system or at the Plant.

(60) **Standard Methods.**

(a) "Standard Methods" means the procedures set forth in the CFR, unless another method for the analysis of industrial wastewater has been approved, in writing, in advance of use of the procedure by the San Jose Director or the City ~~Engineer~~Director.

(b) All analyses shall be performed by a laboratory certified by the state for the specific pollutants and matrix to be analyzed, unless otherwise approved in writing, by the San Jose Director or the City Director~~Engineer~~, prior to performance of a sample analysis.

SECTION 6. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE V, SECTION VIII-2-5.04 "Definitions"

The term "Director" as defined in Title VIII, Chapter 2, Article V, Section VIII-2-5.04 "Definitions" of the Milpitas Municipal Code is hereby deleted and reserved. The deleted text is shown in strikethrough below:

(19) Reserved. ~~**Director.** "Director" means the City of San Jose's Director of Environmental Services or his/her authorized representative or agent.~~

SECTION 7. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE V, SECTION VIII-2-5.06 "Authority to Limit Excess Industrial Use"

Title VIII, Chapter 2, Article V, Section VIII-2-5.06 "Authority to Limit Excess Industrial Use" of the Milpitas Municipal Code is hereby amended to read as follows:

VIII-2-5.06 - Authority to Limit Excess Industrial Use

(a) Unless approved by the City Council, no industrial connection shall be allowed if the City ~~Engineer~~ Director estimates that said connection will have an estimated flow which exceeds ~~either twelve~~ one hundred thousand (~~12~~100,000) ~~gallons per day per acre or eight-tenths (0.8) gallons per day per square foot of building area. However, the City Council may approve or disapprove said connection, notwithstanding the above, after a public hearing upon published notice (in accordance with Section I-20-2.05 of the Milpitas Municipal Code) considering the following criteria:~~

~~1. Whether the specific use will overload the City's sewer collection system or the contractually available treatment capacity;~~

~~2. Whether the specific use will require an inequitable appropriation of water and sewage capacity compared to present and reasonably anticipated future needs of the other existing or future users (individual, commercial or industrial); or~~

~~3. Whether the specific use will hamper the present and future development of land or facilities because the use preempts capacity required by said development.~~

(b) The City Council may require any applicant for an excess use connection to provide the City with a sewer master plan study by a consultant approved by the City and paid for by the applicant. The scope of said study shall be determined by the City. The City may impose a reasonable fee for filing of any application hereunder. The City Council may impose conditions upon the grant of said application to protect and provide for the City's present and future water availability and sewage treatment capacity.

SECTION 8. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE V, SECTIONS VIII-2-5.10 THROUGH VIII-2-5.12

Chapter 2, Article V, Sections VIII-2-5.10 through VIII-2-5.12 of the Milpitas Municipal Code are hereby amended to read as follows:

VIII-2-5.10 - Pretreatment by Owner or Operator

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

VIII-2-5.11 - Monitoring Facilities

(a) The San Jose Director or the City ~~Engineer~~Director may require any discharger to the sanitary sewer system to construct, at the discharger's own expense, and at an approved location, monitoring facilities to allow inspection, sampling and flow measurement of the building sewer or internal drainage systems.

(b) The discharger shall maintain the monitoring facilities, sampling and measurement equipment, and access thereto at all times in a safe and proper operating condition at the discharger's expense.

(c) Any required monitoring facilities shall be specified in the wastewater discharge permit issued pursuant to this Chapter.

(d) Dischargers shall retain sufficient wastewater in their sample boxes at all times to allow sample collection representative of the last wastewater discharge.

VIII-2-5.12 - Stormwater and Other Waters

(a) No person shall discharge, cause, allow or permit any stormwater, surface water, groundwater, subsurface drainage or roof water to be discharged into the sanitary sewer system or any part thereof without a wastewater discharge permit or prior authorization from the San Jose Director or the City Director.

(b) A wastewater discharge permit for the discharge of groundwater, subsurface drainage, surface water, roof water, or stormwater shall only be issued if there is no reasonable alternative method for disposal of such water.

(c) If permitted, discharge of groundwater, subsurface drainage, surface water, roof water, or stormwater shall be subject to all applicable requirements of this Chapter, including but not limited to the payment of applicable permit fees and such terms and conditions as the City ~~Engineer~~ Director and the San Jose Director ~~of Environmental Services~~ may impose on the wastewater discharge permit.

SECTION 9. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE V, SECTION VIII-2-5.16 "Grease"

Chapter 2, Article V, Section VIII-2-5.16 "Grease" of the Milpitas Municipal Code is hereby amended to read as follows:

VIII-2-5.16 - Grease

(a) No person shall discharge, cause, allow, or permit to be discharged into the sanitary sewer system any liquid or other waste containing grease in excess of one hundred fifty parts per million by weight.

(b) No person shall discharge, cause, allow, or permit any grease discharge from a food service establishment into the sanitary sewer system, unless such discharge has first been processed through an approved grease control device.

(c) No person shall discharge, cause, allow, or permit to be discharged any yellow grease, or any waste or material mixed with yellow grease, into the sanitary sewer system from a food service establishment. No yellow grease from a food service establishment shall be mixed with grease trap or grease interceptor waste.

(d) Any industrial user that violates the grease limit shall resample and submit reports to the City of San Jose for all pollutants in violation of any applicable permit limits or any other pollutants as required by the City Director and/or the San Jose Director within thirty (30) days of becoming aware of the violations.

SECTION 10. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE V, SECTION VIII-2-5.18 "Corrosive Matter"

Title VIII, Chapter 2, Article V, Section VIII-2-5.18 "Corrosive Matter" of the Milpitas Municipal Code is hereby amended to read as follows:

VIII-2-5.18 - Corrosive Matter

(a) No person shall discharge, cause, allow or permit to be discharged into the sanitary sewer system or any part thereof any liquid, solid, vapor, gas or thing having or causing a pH lower than six (6.0) or equal to or greater than twelve and one-half (12.5) or having any other corrosive property capable of causing damage or hazard to the sanitary sewer system or any part thereof, or to any personnel operating, maintaining, repairing, constructing said sanitary sewer system or any part thereof, or working in or about the sanitary sewer system.

(b) Any industrial user that violates any of the corrosive matter limits shall resample and submit sample reports for all pollutants in violation of any applicable permit limits or any other pollutants as required by the City Director and/or the San Jose Director within thirty (30) days of becoming aware of the violation.

SECTION 11. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE V, SECTION VIII-2-5.20 "Interfering Substances"

Title VIII, Chapter 2, Article V, Section VIII-2-5.20 "Interfering Substances" of the Milpitas Municipal Code is hereby amended to read as follows:

VIII-2-5.20 - Interfering Substances

(a) No person shall discharge, cause, allow or permit to be discharged into the sanitary sewer system or any part thereof, any industrial waste containing any of the following toxic substances exceeding the concentrations set forth below:

Toxic Substance	Standard Discharger Maximum Allowable Concentration	Low Flow Discharger Maximum Allowable Concentration
Antimony	5.0 mg/l	5.0 mg/l
Arsenic	1.0 mg/l	1.0 mg/l
Beryllium	0.75 mg/l	0.75 mg/l
Cadmium	0.7 mg/l	0.7 mg/l

Chromium, Total	1.0 mg/l	1.0 mg/l
Copper	2.3 mg/l	2.7 mg/l
Cyanide, Total	0.5 mg/l	0.5 mg/l
Lead	0.4 mg/l	0.4 mg/l
Mercury	0.010 mg/l	0.010 mg/l
Nickel	0.5 mg/l	2.6 mg/l
Phenols, Total	30.0 mg/l	30.0 mg/l
Selenium	1.0 mg/l	1.0 mg/l
Silver	0.7 mg/l	0.7 mg/l
Zinc	2.6 mg/l	2.6 mg/l

(b) No person shall discharge, cause, allow, or permit to be discharged into the sanitary sewer system or any part thereof, any toxic or poisonous substances or any other pollutant, including biochemical oxygen demand, in sufficient quantity to injure or cause an interference with the sewage treatment process or pass through the plant, or in sufficient quantity to constitute a hazard to humans or animals, or in sufficient quantity to create a hazard for humans, or aquatic life in any waters receiving effluent from the sanitary sewer system, or which may create a hazard in the use or disposal of sewage sludge.

(c) All samples, including grab and composite, may be used to evaluate compliance with the above limits.

(d) Any industrial user that violates any of the interfering substances limits must resample and submit sample reports for all pollutants in violation of any applicable permit limits or any other pollutants as required by the San Jose Director or City Director~~director~~ within thirty (30) days of becoming aware of the violation.

SECTION 12. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE V, SECTIONS VIII-2-5.27 THROUGH VIII-2-5.36

Title VIII, Chapter 2, Article V, Sections VIII-2-5.27 through VIII- 2-5.36 of the Milpitas Municipal Code are hereby amended to read as follows:

VIII-2-5.27 - Garbage

(a) No person shall discharge, cause, allow or permit to be discharged, deposited, or thrown into the sanitary sewer system any garbage, fruit, vegetable, animal, or other solid material from any industrial plant or retail grocery store, irrespective of whether or not it first passed through a mechanical grinder.

(b) No person shall install, operate, use or maintain upon the premises of any food-processing plant, or any industrial plant or retail grocery store, any mechanical grinder or waste grinder that is connected directly or indirectly to the sanitary sewer system, or any party thereof.

(c) No person shall discharge, deposit, throw or cause, allow or permit to be discharged, deposited, or thrown into the sanitary sewer system any garbage, fruit, vegetable, animal or other solid kitchen waste material resulting from the preparation of any food or drinks, in any dwelling, restaurant or eating establishment, unless the same shall have first been passed through a mechanical garbage or waste grinder in conformance with the provisions of Chapter 7, Title II ~~7,~~ of the Uniform Plumbing Code ~~of the City of Milpitas Municipal Code~~.

VIII-2-5.28 - Screened Industrial Wastes

(a) No person shall discharge, cause, allow, or permit to be discharged into the sanitary sewer system or any part thereof any garbage, fruit, vegetable, animal, or other solid industrial wastes resulting from the processing, packaging, or canning of fruits, vegetables, or other foods or products, unless such wastes have first been passed through screens having openings not exceeding one thirty-second (1/32) of an inch in dimension.

(b) The City ~~Engineer~~ Director may authorize, in writing, the discharge into the sanitary sewer system of such wastes if they are first passed through screens having larger openings than one thirty-second (1/32) of an inch, if the City ~~Engineer~~ Director is satisfied that such larger openings will provide screening efficiency and effectiveness equal to or better than that provided by the above-specified openings of one thirty-second (1/32) of an inch in dimension.

(c) Each person who discharges, causes, allows, or permits to be discharged into the sanitary sewer system or any part thereof any such wastes shall install and maintain in good operating order, screens as hereinabove specified and appurtenances thereto, including, but not limited to all necessary conveyors and elevators, all in sufficient quantity and of sufficient size and quality to continuously and effectively

screen not less than one hundred (100) percent of the peak hydraulic and solids loading imposed on such screens and appurtenances during any processing period.

(d) No person shall discharge any such screened wastes into the sanitary sewer system or any part thereof, unless and until he or she has obtained a wastewater discharge permit pursuant to this Chapter granting approval to do so. The City ~~Engineer~~ Director and/or the San Jose Director of Environmental Services may require such person to provide a report prepared by a registered professional engineer which shows, to the satisfaction of the City ~~Engineer~~ Director and/or the San Jose Director of Environmental Services, that the provisions of this Chapter have been complied with before the wastewater discharge permit is granted.

VIII-2-5.29 - Installation of Grease Control Devices

(a) Any food service establishment, or other type of business or establishment where grease or other viscous, obstructing, or objectionable materials may be discharged into a public or private sewage main or disposal system, shall have a grease control device and related plumbing of a size and design recommended by the ~~San Jose Director of Environmental Services~~City of Milpitas Building and Safety Department based on the provisions of the current California Plumbing Code and approved by the City Director or City Engineer.

(b) Mechanical grease control devices shall meet the specifications and be installed in accordance with their manufacturers' specifications and, in addition, their installation shall provide for the following:

1. The grease control device shall be so installed and connected that it shall be at all times easily accessible for visual inspection, sampling, cleaning and removal of grease, and other matter from all surfaces.

2. The grease control device shall be situated on the discharger's premises, except when ~~the Director~~ such a location would be impractical or cause undue hardship on the discharger. The ~~c~~City may issue an encroachment permit to allow the grease control device to be installed in the public ~~street or sidewalk area~~right of way and located so that it will not be obstructed by landscaping or parked vehicles.

3. Unless the City of Milpitas Building and Safety Department, City Director, or City Engineer deems it not necessary, ~~W~~waste discharge from fixtures and equipment in establishments which may contain grease or other materials including, but not limited to, scullery sinks, pot and pan sinks, dishwashers, food waste disposals, soup kettles, and floor drains located in areas where such objectionable materials may exist, ~~may~~ shall be drained into the sanitary sewer system through the grease control device. Variances to this requirement may be given upon approval from the City of Milpitas Building and Safety Department, City Director, or ~~if approved by the~~ C~~c~~ity E~~e~~ngineer, provided that toilets, urinals, wash basins, and other fixtures containing fecal material shall not be allowed to flow through the grease control device.

(c) Grease interceptors shall meet the specifications and be constructed in accordance with the applicable provisions ~~of~~ in ~~the~~ Chapter 7, Title II of the Uniform Plumbing Code ~~(Chapter 7, Title II),~~ and in addition, shall meet the following requirements:

1. They shall be designed to have a retention time of no less than thirty (30) minutes.
2. Effluent from the device must flow through an approved sample box.
3. They shall be installed with at least two (2) manholes for access, situated so that all standpipes can be fully observed, and all internal surfaces can be reached, without confined space entry.
4. They shall include double-sweep clean-outs on the interceptor inlet and the sample box outlet.

(d) Grease traps shall meet the specifications and be constructed in accordance with the manufacturer's specifications and the applicable provisions in~~of~~ Chapter 7, Title II of the Uniform Plumbing Code ~~(Chapter 7, Title II)~~ and, in addition, shall meet the following minimum requirements:

1. They shall not have injection ports for chemicals or bacteria.
2. Appropriate flow restrictors, whether integral or external to the trap, must be installed.

VIII-2-5.30 - Maintenance and Operation of Grease Control Devices

(a) Grease control devices shall be maintained by the owner or operator in efficient operating condition by periodic removal of the accumulated grease. The use of chemicals, bacteria, enzymes, or other additives that have the effect of emulsifying or dissolving grease is prohibited. No accumulated grease shall be introduced into any drainage piping or public or private sewer.

(b) Grease control devices shall be cleaned on a sufficient frequency to prevent objectionable odors, surcharge of the grease control device, or interference with the operation of the sanitary sewer system. Users with grease control devices shall maintain them in good operating condition at all times.

1. Grease traps shall be cleaned at least once every thirty (30) days.
2. Grease interceptors shall be cleaned once every ninety (90) days.
3. Mechanical grease removal devices must be maintained in a manner and frequency consistent with the manufacturer's specifications and guidance.
4. Grease control devices shall be cleaned when their last chamber is filled to twenty-five (25) percent or more of capacity with grease or settled solids. G~~g~~rease interceptors with a sample box shall be cleaned immediately when grease is evident in the sample box.
5. Grease control devices shall be cleaned by being pumped dry and all accumulated sludge on all surfaces shall be removed by washing down the sides, baffles and tees. No water removed from the device during cleaning shall be returned to the grease control device.

(c) The City ~~Engineer~~ Director may grant an exception to the requirements of subsections (b)(1) and (b)(2) where ~~the~~ he/she finds, based on evidence presented by the discharger, that a less frequent cleaning

schedule will be sufficient to assure that not more than twenty-five (25) percent of the capacity of the grease control device will be filled with grease or settled solids.

(d) All dischargers shall implement best management practices in their operations to minimize the discharge of grease to the sanitary sewer system.

(e) Dischargers shall maintain records on site for a period of at least three (3) years as follows:

1. Dischargers with an installed grease control device shall maintain records showing that the grease control device has been properly maintained and cleaned as required by subsections (a) and (b); and

2. Food service establishments shall maintain records showing the following related to all grease hauled off site: date and time ~~was~~ the material was removed off site, volume removed, hauler name, truck license number, type of grease removed, and final destination of material collected.

(f) Abandoned grease control devices shall be emptied and filled as required for abandoned septic tanks.

VIII-2-5.31 - Installation and Maintenance of Amalgam Separators

(a) Except as provided in the subsections (b) and (c) below, no person shall discharge, cause, allow or permit any discharge into the sanitary sewer system from a dental vacuum system, unless such discharge has first been processed through an amalgam separator.

(b) No dental vacuum system shall be installed on or after April 1, 2010 without an amalgam separator. Existing dental vacuum system shall have an amalgam separator installed on or before July 1, 2010. New dental facilities must obtain a Dental Wastewater Discharge Permit from the San Jose Director. Proof of certification and installation records and Best Management Practices shall be submitted to the City ~~Engineer~~ Director and the San Jose Director ~~of Environmental Services~~ within ~~thirty~~ ninety (~~3~~90) days ~~of installation~~from the effective date of the discharge permit.

(c) A dental vacuum system may be operated without an amalgam separator provided that the system is not used in connection with the removal or placement of fillings that contain dental amalgam, except in limited emergency or unplanned, unanticipated circumstances ~~more than three (3) days per calendar year~~ and the system is used exclusively by the following types of dental practices: (1) Oral pathology, (2) oral and maxillofacial radiology, (3) oral and maxillofacial surgery, (4) orthodontics, (5) periodontics, or (6) prosthodontics.~~(1) orthodontics, (2) periodontics, (3) oral and maxillofacial surgery, (4) radiology, (5) oral pathology or oral medicine, (6) endodontistry and prosthodontistry.~~

(d) The owner or operator shall maintain the amalgam separators in accordance with manufacturer recommendations. The owner or operator shall maintain installation, certification, and maintenance records for a minimum of five (5) years and shall make these available for immediate inspection upon request by the City ~~Engineer~~ Director or the San Jose Director ~~of Environmental Services~~ or designee during normal business hours.

VIII-2-5.32 - Mandatory Wastewater Discharge Permits

No critical user, zero discharge categorical user, or significant industrial user shall connect, discharge, cause, allow or permit any discharge into the sanitary sewer system except in accordance with the provisions of this Chapter, Building and Safety Department permitting requirements, and a wastewater discharge permit approved by the City ~~Engineer~~ Director and issued by the San Jose Director ~~of Environmental Services~~.

VIII-2-5.33 - Delinquent Fees

(a) Discharge permit applications are due ninety (90) days prior to (1) commencing discharge to Sanitary System, (2) commencing operation of a zero discharging categorical process, or (3) expiration of existing discharge permit. Any person who fails to file a discharge permit application by the application due date prior to discharge shall be assessed a penalty for delinquent filing as follows:

1. Up to and including thirty (30) days after the application due date, the penalty shall be fifty percent (50%) of the permit fee.
2. Thirty-one (31) to ninety (90) days after the application due date, the penalty shall be one hundred percent (100%) of the permit fee.
3. Ninety-one (91) days to one (1) year after the application due date, the penalty shall be two hundred percent (200%) of the permit fee.
4. More than one (1) year after the application due date, the penalty shall be one thousand percent (1,000%) of the permit fee.

(b) Such penalties shall be in addition to any other penalties or fines that may be levied, and in addition to any other remedies that the City or the Plant may have with respect to the discharge.

(c) The City ~~Engineer~~ Director or the San Jose Director may waive the assessment of penalty if the industrial discharger meets all of the following requirements:

1. The industrial discharger has submitted a completed application to the Plant no later than thirty (30) days from the date the application was due;
2. The industrial discharger has applied to the City Director or the San Jose Director for a waiver no later than (30) days from the date the application was due;
3. The industrial discharger has submitted timely applications for (a) the five (5) years immediately prior to the present late application, or (b) the two (2) years immediately prior to the present late application if the industrial discharger has discharged for less than five (5) years; and
4. The industrial discharger can provide documentation that (a) the application was postmarked or received by the Plant no ~~alter~~later than three (3) days after the application due date, or (b) failure to submit a timely application was due to circumstances beyond the control of the industrial discharger, and occurred despite the exercise of ordinary care and the absence of willful neglect.

VIII-2-5.34 - Permit Application

(a) All persons requiring a wastewater discharge permit shall file a complete application in the form prescribed by the City Director or San Jose Director and shall pay the applicable fees.

(b) Permit applications are due ninety (90) days prior to commencing discharge to the sanitary sewer system or expiration of existing discharge permit. For new construction, permit applications shall be filed with the City Director or the San Jose Director at the time that the application to the City for a building permit for a new building or structure is made.

(c) All persons discharging wastewaters into the sanitary sewer system for which a wastewater discharge permit has been issued must apply for a new permit prior to making a significant change in the operations affecting their discharge.

VIII-2-5.35 - Additional Information May Be Required for Permit Application

(a) If the City ~~Engineer~~ Director or the San Jose Director is not satisfied that the permit application has sufficient information to determine whether the permit should be issued, either the City ~~Engineer~~ Director or the San Jose Director may refuse to approve or issue the permit or may request that the applicant submit further information.

(b) The applicant shall have fourteen (14) calendar ~~thirty (30) working~~ days, or such longer period of time as allowed by the City ~~Engineer~~Director or the San Jose Director, after reviewing a request for further information, to complete the application.

(c) If the returned application is not resubmitted within the specified time period, then a new application for discharge permit must be submitted along with the application fees and any delinquent fees for a new permit.

VIII-2-5.36 - Permit Conditions

(a) Discharge permits shall be expressly subject to all provisions of this Chapter and all other regulations, user charges, discharge limitations, and fees established by the Plant, or the City, and all applicable local, state and federal laws and regulations.

(b) The permit may include such terms and conditions as the City ~~Engineer~~Director, Building and Safety Department, or the San Jose Director may deem necessary to implement this Chapter, or any other applicable local, state or federal laws and regulations, including but not limited to:

1. Limits on the average and maximum wastewater volume, constituents and characteristics;

2. Requirements for installation and maintenance of flow monitoring, inspection and sampling facilities;

3. Specifications and pretreatment requirements for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;

4. Compliance schedules including those necessary to meet categorical or other pretreatment standards;

5. Requirements for submission of technical reports or discharge reports;

6. Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the City and/or the Plant and affording the City and the Plant personnel access thereto;

7. Requirements for notification to the City and the Plant of any new introduction of wastewater constituents or any significant change in the volume or character of the wastewater constituents being introduced into the wastewater stream;

8. Requirements and plans for protection against accidental discharges, including, but not limited to, berming of chemicals and waste materials. The review and approval of such plans and operating procedures shall not relieve the user from the responsibility of modifying the facility as necessary to provide the protection necessary to meet the requirements of this ~~Code~~ Chapter or other state or federal regulations;

9. Requirements for notification of accidental discharges; and

10. Requirements for submission of a Slug Control Plan or specific elements thereof.

(c) No person shall fail to comply with the terms and conditions of a discharge permit, or fail to comply with any other mandatory provision of this chapter, or other regulations, or discharge limitations established by the city, or local, state and federal laws and regulations. Each violation of the permit condition or other rule, regulation, or law, shall be a separate violation under this ~~code~~Chapter.

SECTION 13. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE V, SECTIONS VIII-2-5.38 THROUGH VIII-2-5.42

Title VIII, Chapter 2, Article V, Sections VIII-2-5.38 through VIII-2-5.42 of the Milpitas Municipal Code are hereby amended to read as follows:

VIII-2-5.38 - ~~No~~ Transfer of Wastewater Discharge Permit ~~Allowed~~

~~Wastewater discharge permits are issued to a specific user for a specific operation. A discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without prior approval of the Director. However, nothing in this Chapter shall be construed to prevent the application of terms and conditions of this Chapter, including enforcement penalties, from applying to a succeeding owner, successor in interest, or other assigns of an existing contract of permit holder.~~(a) Discharge permits are issued to a specific user for a specific operation. A discharge permit

shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without prior approval of the San Jose Director or City Director.

(b) Wastewater discharge permit may be transferred to a new owner or operator only if the permittee provides advance written notice to the San Jose Director or City Director and the San Jose Director or City Director approves the transfer of a wastewater discharge permit.

1. The notice to the San Jose Director or City Director must include a certification by the new owner or operator which:

a. States the new owner and/or operator has no immediate intent to change the facility's operations and processes;

b. Identifies the specific date on which the transfer is to occur; and

c. Acknowledges full responsibility for complying with the existing individual wastewater discharge permit.

2. Failure to provide advanced notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

(c) Upon an approved transfer, the existing owner or operator shall provide a copy of the wastewater discharge permit to the new owner or operator. The new owner or operator shall submit a wastewater discharge permit application and appropriate permit application fee to the City of San José Environmental Services Department within thirty days of the date of the approved transfer.

(d) Nothing in this section shall be construed to prevent the application of terms and conditions of this ~~c~~Chapter, including enforcement penalties, from applying to a succeeding owner or operator, successor in interest, or other assigns of an existing contract or permit holder.

VIII-2-5.39 - Denial of Permit

The City Director ~~Engineer~~ or San Jose Director may deny a wastewater discharge permit if one or more of the following conditions exist:

(a) The application is not accompanied by the required fee(s).

(b) The application contains false or misleading information.

(c) The issuance of the permit would result in the discharge of industrial wastes of such quantity or strength that the public health or safety, or public or private property is endangered, or that would not comply with the City municipal code requirements.

(d) The issuance of the permit would cause the C~~c~~ity or the Plant to violate any permit conditions, laws, or regulations of the state and/or federal government.

(e) The applicant has not provided adequate information to establish that its discharge will comply with all requirements of this Chapter and with such other terms and conditions as the City ~~Engineer~~ Director or the San Jose Director may deem necessary to include in the discharger's permit.

(f) The applicant has not provided plans for sufficient protection from accidental discharges to the land, storm drain system or sanitary sewer system.

~~(g) There is insufficient remaining allocable treatment capacity for the City of Milpitas as previously defined and more precisely explained in the Fourth Amendment to the Master Agreement for Wastewater Treatment between the Cities of San Jose and the City of Milpitas Providing Allocation of Treatment Capacity dated August 5, 2009.~~

(g~~h~~) Application fees shall not be returned if the permit is denied, unless a permit is not required to discharge the wastewater for which the permit application is made.

VIII-2-5.40 - Termination of Service and Permit Revocation

(a) The City Director or the San Jose Director may revoke any wastewater discharge permit and may terminate, or cause to be terminated wastewater service to any premises:

1. If a discharge of wastewater from the premises causes or threatens to cause a violation of any provision of this Chapter or applicable local, state or federal regulations; or

2. If a discharge of wastewater from the premises causes or threatens to cause a condition of contamination, pollution, or nuisance~~.~~; or

3. If a permittee violates any provision of this ~~c~~Chapter or of Title I, Chapters 210 through 300 of this Code, or applicable local, state or federal regulations, or permit conditions.

(b) Written notice of the permit revocation or service termination, and a statement of the grounds therefore, shall be delivered to the discharger. The notice shall be effective ten calendar days after it is served on the discharger, unless the City Director~~Engineer~~ or the San Jose Director determines that immediate permit revocation or suspension of service is necessary for the preservation of public health or safety or for the protection of public or private property. If the City Director ~~Engineer~~ or the San Jose Director determines that immediate permit revocation or suspension of service is necessary, he/she may act to revoke the permit or suspend service immediately after written notice is delivered to the discharger.

(c) It shall be unlawful for any person to discharge any material into the sanitary sewer system from any premises for which the permit has been revoked or wastewater service has been suspended or terminated.

VIII-2-5.41 - Permit Appeals

(a) Any permittee or permit applicant may appeal a notice of revocation of a discharge permit, notice of denial of a permit, any term or condition of a permit, amendment of a permit or notice of termination of service to the City Manager or the San Jose Director.

(b) Failure of a permittee or applicant to timely request a hearing shall be deemed acceptance of the City Director's or the ~~Plant's~~ San Jose Director's decision and such decision shall be deemed final and effective.

(c) A request for hearing on a decision to revoke a permit or terminate service shall be filed, in writing, with the City Manager or San Jose Director within ten days after the date the notice of revocation or termination of service is served on the permittee. A request for hearing on a decision to revoke a permit or terminate service shall, except in the case of immediate permit revocation or suspension of service for the preservation of public health or safety or for the protection of public or private property, stay the effect of the notice of revocation or termination of service, during the pendency of the appeal.

(d) A request for hearing on a decision to deny a permit, on the terms or conditions in a permit, on an amendment to a permit, shall be filed, in writing, with the City Manager or the San Jose Director within 30 days after the date the notice of decision is served on the applicant.

(e) At the hearing, the applicant shall be given an opportunity to present evidence. The hearing will be conducted informally and technical rules of evidence shall not apply. Any and all evidence which the City Manager or the San Jose Director deems reliable, relevant, and not unduly repetitious, may be considered.

(f) The City Manager or San Jose Director shall provide written notice of decision on the appeal to the permittee or applicant. The decision of the City Manager or San Jose Director shall be deemed final and effective three days after notice of the decision and no appeal to the City Council shall be allowed.

(g) Filing of a request for hearing shall not entitle any person to discharge in violation of any of the provisions of this ~~code~~Chapter.

VIII-2-5.42 - Publication of Significant Industrial Users in Significant Noncompliance

The San Jose Director is authorized to publish annually, a list of the significant industrial users which, at any time during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The term "significant noncompliance" is defined in 40 CFR 403.8.

SECTION 14. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE V, SECTIONS VIII-2-5.44 THROUGH VIII-2-5.46

Title VIII, Chapter 2, Article V, Sections VIII-2-5.44 through VIII-2-5.46 of the Milpitas Municipal Code are hereby amended to read as follows:

VIII-2-5.44 - Signature requirements

(a) Permit applications, discharge reports and any other reports required by the City Director or the San Jose Director shall be signed by an Authorized or Duly Authorized Representative ~~executive officer~~ of the business filling the application.

(b) Reports subject to the requirements of Title 40 of the Code of Federal Regulations shall include the following certification statement as contained in Title 40 of the Code of Federal Regulations:

> I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. ~~Such executive officer shall be at least of the level of vice president, general partner, president, or an individual responsible for the overall operation of the facility applying for said permit, or meet federal requirements for NPDES applications as contained in Title 40 of the CFR.~~

~~(c) Reports subject to the requirements of Title 40 of the CFR shall include the certification statement as contained in Title 40 of the CFR.~~

VIII-2-5.45 - Record Keeping

All industrial users subject to the reporting requirements of this Chapter shall retain and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Chapter, and any additional records of information obtained pursuant to monitoring activities undertaken by the industrial user independent of such requirements. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any enforcement action concerning the industrial user, or where the industrial user has been specifically notified of a longer retention period by the City ~~Engineer~~ Director or the San Jose Director.

VIII-2-5.46 - Discharge Reports

(a) Dischargers are subject to the reporting requirements as contained in Title 40 of the Code of Federal Regulations. The San Jose Director or the City ~~Engineer~~ Director may require that any person connected to or discharging wastewater into the sanitary sewer system file additional periodic discharge reports or a zero discharge report, including but not limited to the requirements contained in 40 CFR 403.12, or other applicable federal regulation.

(b) The periodic discharge report may be required to include, but need not be limited to nature of process, volume, rates of flow, mass emission rate, hours of operation, number of employees, hauling records, potential for slug discharge or other information which relates to the generation of waste, including wastewater constituents and characteristics in the wastewater discharge and the ability of the discharger to meet applicable discharge limits.

(c) The zero discharge report shall certify that the zero discharge user does not discharge any process water to sanitary sewer, or for a zero discharge categorical user does not discharge any categorical process water or ancillary process water to the designated zero discharge categorical sample point or into the sanitary sewer system. This report may be required to include, but need not be limited to, nature of process, hours of operation, number of employees, hauling records, or other information that relates to the generation of wastes.

(d) The San Jose Director or the City ~~Engineer~~ Director may also require such periodic discharge reports and zero discharge reports to include information concerning the chemical constituents and quantity of chemicals stored on-site, including waste hauling records or other information, which relates to the generation of waste even though they may not normally be discharged.

(e) In addition to discharge reports, the San Jose Director or the City ~~Engineer~~ Director may require dischargers to submit such additional reports as may be necessary to allow the Plant or the City to evaluate the discharger's ability to comply with this Chapter, including but not limited to best management practice or self-monitoring reports.

(f) It shall be unlawful for any person who has discharged wastewater to the sanitary sewer system to refuse to file any report requested by the San Jose Director or the City ~~Engineer~~Director, to file an incomplete or inaccurate report, or to file any report or application after the due date specified by the San Jose Director or the City ~~Engineer~~Director.

(g) Sampling and analysis shall be performed in accordance with federal regulations, including 40 CFR 403.12 ~~40 CFR 136~~ and amendments thereto. Where federal regulation ~~40 CFR 136~~ does not contain sampling or analytical methods for the pollutant in question, or where the San Jose Director or the City ~~Engineer~~ Director determines that federal regulations ~~40 CFR 136~~ are inappropriate for the pollutant in question, sampling and analysis shall be performed by using analytical methods validated by the San Jose Director or the City ~~Engineer~~Director.

SECTION 15. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE V, SECTION VIII-2-5.48 "Power to Inspect"

Title VIII, Chapter 2, Article V, Section VIII-2-5.48 "Power to Inspect" of the Milpitas Municipal Code is hereby amended to read as follows:

VIII-2-5.48 - Power to Inspect

(a) The San Jose Director, City ~~Engineer Public Works Department~~Director, and other duly authorized employees and agents of the City bearing credentials and identification, shall have the right to access

upon all properties for the purpose of investigating compliance with all of the requirements of this ~~Code~~Chapter, state, federal regulations, and any permit, and for inspecting any sewer or storm drain connection, including all discharge connections of roof and surface drains and plumbing fixtures; inspecting, observing, measuring, photographing, sampling, and testing the quality, consistency and characteristics of sewage and industrial wastewaters being discharged into any public sewer or natural outlet; and inspecting and copying any records relating to quantity and quality of wastewater discharges, including but not limited to water usage and effluent discharged, chemical usage, and hazardous waste records.

(b) B. It shall be unlawful to unreasonably obstruct, delay or interfere with the City access to the owner's and/or operator's premises.~~The City Engineer may terminate service or revoke the permit of any person who has discharged wastewater to the sanitary sewer system and has unreasonably refused access to the City for inspection of any sewer connection.~~

(c) The City Director or San Jose Director ~~of Environmental Services~~ may terminate service or revoke the ~~plant wastewater discharge~~ permit of any person who has ~~discharged wastewater to the sanitary sewer system and has~~ unreasonably refused access to the City, City of San Jose, or ~~WPCP for inspection of any permitted sewer connection~~any duly authorized employees or agents of the City bearing credentials and identification.

SECTION 16. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE V, SECTIONS VIII-2-5.50 THROUGH VIII-2-5.53

Title VIII, Chapter 2, Article V, Sections VIII-2-5.50 through VIII-2-5.53 of the Milpitas Municipal Code are hereby amended to read as follows:

VIII-2-5.50 - Violations and Civil Penalties

(a) No person shall discharge in violation of, or fail to comply with, the requirements of a discharge permit, or any other provision of this ~~c~~Chapter, or other regulations, or discharge limitations established by the city, or local, state and federal laws and regulations. Each violation of the permit condition or other rule, regulation, or law, shall be a separate violation under this Chapter.

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

VIII-2-5.51 - Upset—Rebuttal

The following circumstances may be raised as an affirmative defense to an action brought for noncompliance with categorical pretreatment standards:

(a) The industrial user can demonstrate through properly signed, contemporaneous operating logs, or other relevant evidence that:

1. The industrial user can identify the cause(s) of the Upset;

2. When the Upset occurred, the facility was being operated in a prudent and workman-like manner, and in compliance with applicable operation and maintenance procedures;

3. The industrial user has submitted the following information to the San José/Santa Clara Water Pollution Control Plant and the City:

   a. A description of the discharge to the San José/Santa Clara Water Pollution Control Plant and the City and the cause of the noncompliance;

   b. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

   c. Steps being taken and/or planned to be taken to reduce, eliminate and prevent recurrence of the noncompliance.

4. The industrial user shall report the information specified in subsection (a)~~.~~3 to the San Jose Director, or the City ~~Engineer~~ Director within twenty-four (24) hours of becoming aware of the Upset, and provide written notice within five (5) days of becoming aware of the Upset.

(b) The industrial user seeking to establish the occurrence of an Upset as an affirmative defense shall have the burden of proof.

(c) The industrial user shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facilities until the facility is restored or an alternative method of treatment is provided. The requirement under this Section applies even in a situation where the primary source of power of the treatment facility is reduced, lost or fails.

VIII-2-5.52 - Waiver of Pollutants Not Present

(a) A categorical industrial user seeking to request a waiver of monitoring requirements for pollutants not present must submit the following with its permit application:

1. Data from at least one (1) sampling of the facility's process wastewater prior to any treatment that is representative of all wastewater from all processes;

2. Signature in compliance with Section VIII-2-5.44;

3. Certification statement as specified under 40 CFR 403.6(a)(2)(ii); and

4. Other technical factors as may be required by the San Jose Director or the City ~~Engineer~~ Director to demonstrate that the pollutant is not present in the industrial user's discharge.

(b) If approved, the waiver shall be included as part of the categorical industrial user's discharge permit. The categorical industrial user must certify in each self-~~-~~monitoring report with the statement set f~~w~~orth in 40 CFR 403.12(e)(2)(v) that there has been no increase in the waste~~r~~stream due to the activities of the user of the pollutant that was waived.

(c) The waiver shall only be valid for the term of the permit, and a new request for waiver must be submitted for each new permit.

SECTION 17. NEW SECTIONS ADDED TO MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE V

The following sections are hereby added to Title VIII, Chapter 2, Article V of the Milpitas Municipal Code to read as follows:

VIII-2-5.53 - Summary Suspension

(a) If the San Jose Director or City Director determines there is an imminent threat to the health, safety or welfare of the public as set out in Subsection ~~B~~(b) below, a permit may be summarily suspended for a period of time not to exceed thirty (30) days.

(b) The San Jose Director's or City Director's determination that there is an imminent threat to the public health, safety or welfare shall be based on one or more of the following:

1. There is an urgent need to take immediate action to protect the public from a substantial threat of serious bodily injury or death existing on or within one hundred fifty (150) feet of the permitted premises; or

2. There has been a violation of a permit condition or other requirement of this ~~Code~~Chapter creates an imminent danger to the public health, safety or welfare on or within one hundred fifty (150) feet of the permitted premises; or

3. The permittee has conducted the permitted business in a manner that creates or results in a public nuisance, as defined in Section V-500-2.00~~2.00, Title V, Chapter 500~~ of this Code, or Sections 3479 and 3480 of the California Civil Code, and that public nuisance creates an imminent danger to the public health, safety or welfare on or within one hundred fifty (150) feet of the permitted premises.

(c) The summary suspension shall take effect immediately upon service of a written notice of suspension by the San Jose Director or City Director. Notice given to the permittee shall include the following information:

1. The effective date and time period of the summary suspension;

2. The grounds and reasons upon which the summary suspension is based;

3. The permittee who wishes to challenge the summary suspension may request a hearing before the San Jose Director or City Director;

4. The method for requesting a hearing before the San Jose Director or City Director; and

5. The notice of summary suspension shall become final unless the San Jose Director or City Director receives a written request for a hearing from the permittee within the time period specified in Subsection E.

(d) The summary suspension shall remain in effect unless and until the San Jose Director or City Director either:

1. Amends the notice of summary suspension to shorten the time period provided in the earlier notice of summary suspension; or

2. Issues a decision after holding a hearing pursuant to the requirements of this Section that modifies or overrules the summary suspension.

(e) If the permittee wishes to challenge the summary suspension, the permittee must file a written request for a hearing before the director within three (3) business days after service of the notice of summary suspension. If the San Jose Director or City Director does not receive a request for a hearing from the permittee within this time period, the notice of summary suspension shall become final.

(f) The San Jose Director or City Director must respond to the permittee's request for a hearing by holding a hearing to affirm, modify or overrule the summary suspension within five (5) business days of the permittee's request for a hearing, unless the permittee requests an extension of the time within which the director can hold the hearing.

(g) The San Jose Director or City Director shall serve a written notice of hearing on the permittee no later than two (2) business days after receiving the permittee's written request for a hearing. The notice of hearing shall contain the date, time and place at which the hearing shall be conducted.

(h) At the hearing before the San Jose Director or City Director, the permittee shall be given the opportunity to present evidence that either rebuts the ground(s) for which the summary suspension was issued or demonstrates that the reason or reasons leading to the summary suspension have been mitigated or corrected.

(i) The hearing will be conducted informally and technical rules of evidence shall not apply. Any and all evidence that the San Jose Director or City Director deems reliable, relevant and not unduly repetitious may be considered.

(j) Following the conclusion of the hearing, the San Jose Director or City Director shall issue a decision which affirms, modifies or overrules the summary suspension, as specified in Subsection ~~K~~(k). If the San Jose Director or City Director affirms or modifies the summary suspension, the San Jose Director or City Director may impose additional conditions upon the permit if those conditions were reviewed at the hearing and the conditions are intended to protect the health, safety or welfare of the public or prevent the conduct or condition that led to the summary suspension.

(k) The San Jose Director or City Director shall issue an oral decision upon the close of the hearing or may communicate the decision by telephone, within twenty-four (24) hours of the close of the hearing. The San Jose Director or City Director shall also serve the permittee with a written decision within three (3) business days of the close of the hearing. The decision of the San Jose Director or City Director shall be final for purposes of this Chapter and ~~Title I, Chapter 21~~Section I-21-1.12.

VIII-2-5. 54 - Cumulative remedies.

The City may take enforcement action into immediate effect for any violation of this ~~Code~~Chapter, including through escalation of enforcement as set forth in the Enforcement Response Plan. Nothing in this ~~Code~~Chapter or the Enforcement Response Plan requires escalation of enforcement, and, instead, the City may take any action it deems necessary under the circumstances. The remedies identified in this ~~Code~~Chapter and Enforcement Response Plan are cumulative, not exclusive, and are in addition to those the City may have at law, including administrative, civil, and criminal remedies.

VIII-2-5.55 – Best Management Practices

(a) The San Jose Director or City Director may develop best management practices (BMPs), by ordinance or in individual wastewater discharge permits, to implement local, state, and federal regulations, and the requirements under this Chapter.

(b) All industrial users shall follow BMPs established by ordinance, individual wastewater discharge permit, or implement BMPs in their operations to minimize the discharge of pollutants to the sanitary sewer system and ensure appropriate monitoring, treatment, and other measures are being taken to prevent violations.

(c) When an industrial user develops BMPs in response to an enforcement action, the user shall continue to implement those BMPs and any associated record keeping unless approved to discontinue.

(d) Industrial users subject to BMPs as a means of complying with the standards of this title shall maintain documentation to demonstrate compliance with the applicable BMP standards.

(e) Periodic reports on continued compliance for BMP regulated dischargers shall require the discharger to certify that the BMPs have been implemented during the reporting period.

SECTION 18. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE VIII, CHAPTER 2, ARTICLE XIII, SECTION VIII-2-13.02 "Maintenance by User"

Title VIII, Chapter 2, Article XIII, Section VIII-2-13.02 "Maintenance by User" of the Milpitas Municipal Code is hereby amended to read as follows:

VIII-2-13.02 - Maintenance by User

The User owns the entire house sewer (see Section 1.10 of this Chapter) and shall be responsible for maintaining, repairing, and replacing the house sewer and also for clearing all stoppages and maintaining flow in the entire side sewer (see Section 1.08 of this Chapter), in accordance with the following provisions:

A. Stoppages or other maintenance and repairs required in the house sewer shall be the responsibility of the User.

B. The User shall be responsible for clearing stoppages in the entire length of the ~~house~~side sewer.

C. The User shall keep the ~~house~~side sewer free from roots, grease deposits, and other solids which may impede the flow or obstruct the transmission of waste.

D. The User shall have a street cleanout located at the property line, between the house sewer and the house lateral (see Section 1.09 of this Chapter). All cleanouts shall be securely capped with a proper cap at all times. This cleanout shall be part of the house sewer and wholly owned by the User. The User shall be responsible for maintaining, repairing, replacing, and clearing all stoppages and maintaining flow through the cleanout.

E. All joints of the side sewer shall be watertight and all side sewer pipe shall be sound to prevent exfiltration by waste or infiltration by ground water or storm water.

SECTION 19. 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 20. EFFECTIVE DATE AND POSTING

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

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

Environmental Services Department
San José-Santa Clara Regional Wastewater Facility

WATERSHED PROTECTION

July 22, 2021

CONTRIBUTING AGENCIES

CITY OF SAN JOSÉ
CITY OF SANTA CLARA
COUNTY SANITATION DIST. NO. 2 - 3
BURBANK SANITARY DISTRICT
CUPERTINO SANITARY DISTRICT
CITY OF CUPERTINO
CITY OF MILPITAS
WEST VALLEY SANITATION DISTRICT
CITIES OF CAMPBELL, LOS GATOS
MONTE SERENO AND SARATOGA

Harris Siddiqui
Principal Civil Engineer
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035

Dear Mr. Siddiqui:

The Regional Water Quality Control Board completed an audit review of the City of San Jose's Sewer Use Ordinance. The revisions attached to this letter are for your reference and were initiated by a combination of recommendations and audit requirements from the Regional Water Quality Control Board. The purpose of this letter is to formally notify you that the San José City Council approved changes to its Sewer Use Ordinance (SUO) effective June 29, 2021. Consequently, it will now be necessary for the City of Milpitas to make commensurate updates to its SUO. City of Milpitas's action to approve will support the successful control of wastewater discharges to the San José-Santa Clara Regional Wastewater Facility (Facility).

In accordance with the Master Agreement for Wastewater Treatment between the City of San José and City of Milpitas, the City of Milpitas is required to adopt these changes in its local regulations. The Facility's ability to comply with federal regulatory requirements for permit issuance and program implementation is dependent upon these changes to the sewer use regulations. We are requesting that your agency adopt these changes to be effective by December 29, 2021. Any delay in your adoption of the SUO changes places the Facility at risk of failing to meet regulatory requirements and program objectives under regulatory obligations.

The City of San José greatly appreciates the partnership in working with staff at the City of Milpitas and the other tributary agencies in updating each agency's respective SUO. We appreciate your support and timely action to ensure adoption of this ordinance changes for the City of Milpitas.

If you have any questions or need additional information, please feel free to contact my staff, Hoss Rahnema at (408) 793-4397 or email hossein.rahnema@sanjoseca.gov.

Sincerely,

Rajani Nair
Rajani Nair (Jul 26, 2021 16:45 PDT)

Rajani Nair, Deputy Director
City of San José
Environmental Services Department

Enclosure

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Receive a report on the Homekey project at 1000 Hillview Court.
Category:	Community Development
Meeting Date:	10/19/2021
Staff Contact:	**Ashwini Kantak, Assistant City Manager, 408-586-3053** **Jared Hernandez, Police Chief, 408-586-2406** **Sharon Goei, Building Safety and Housing Director, 408-586-3260**
Recommendation:	Receive a report on the Homekey project at 1000 Hillview Court.

Background

On August 5, 2021, at the request of Councilmember Dominguez, Council directed staff to bring a status report on the Homekey project at 1000 Hillview Court in Milpitas. This staff report provides a status update on the project.

In 2021, in response to the COVID-19 pandemic and as part of the state's response to protecting individuals and families experiencing homelessness or who are at risk of experiencing homelessness and are impacted by the COVID-19 pandemic, the state of California launched project Homekey.

A total of $800 million in grant funding was made available to local public entities to purchase and rehabilitate housing, including hotels, motels, and vacant apartment buildings, and convert them into interim or permanent housing. Of the $800 million, $750 million was for acquisition and was derived from California's allocation of the federal Coronavirus Aid Relief Funds (CRF), and $50 million was for operational costs and derived from the state's general fund. The $750 million in CRF had to be expended by December 30, 2020, as a requirement of federal CRF funding. The $50 million had be expended by June 30, 2022.

The Santa Clara County Office of Supportive Housing ("County") took the lead to identify potential projects in the County that could compete successfully for the Homekey grant funds and meet the strict program performance requirements. After considering various possibilities, the Extended Stay America hotel located adjacent to I-680 at 1000 Hillview Court in Milpitas was considered the priority candidate by the County for the funds. The County partnered with Jamboree Housing Corporation ("Jamboree") on the project and was successful in securing grant funding for the project. The County also committed $29.2 million to the project from Measure A funds as well as $25 million in a bridge loan was used to close on the property.

The project included conversion of the existing 146-room Extended Stay America hotel into a 132-unit permanent supportive housing facility with two additional managers' units and onsite supportive services. Several existing ground floor rooms will be converted into community space featuring a kitchen with lounge area, leasing offices and break room, laundry area, and multipurpose rooms. The multipurpose rooms will be for resident services and social events such as community-wide resident meetings, programs on life skills, wellness classes, educational programs, and holiday celebrations. They will also be used for supportive services, case management offices, counseling rooms, and large meeting rooms. There will be a fenced and gated courtyard with amenities such as BBQ and seating area, workout stations, cornhole game, a dog run, and a community garden. The project is intended to move the facility from a transient hotel guest population to a more stable residential population.

The targeted population per the Homekey grant requirements would be individuals and households that are experiencing homelessness or have been adversely affected by the COVID-19 pandemic. The project will work closely with the Santa Clara County Coordinated Assessment System to evaluate individuals and families experiencing homelessness to match them with resources that best fit their situation.

Analysis

Staff from the City, County, Jamboree, and Hyder (property management company) met on September 8 to check-in on the status of the project. Updates shared at the meeting are described below.

Project Construction Status

Jamboree provided an update on the status of construction. The project was planned in two phases so as to meet the Homekey grant requirements. Phase I included the conversion of all units except for the managers' units and was completed by the February 2021 deadline set by the state's Department of Housing and Community Development (HCD) which required 50% of the units or 66 households moved within 90 days of acquisition.

Phase II includes the rehabilitation of interior and exterior common areas and managers' units, and completion is expected by the end of 2021.

Property Management and Security

The County's Office of Supportive Housing screens individuals for placement in supportive housing and Jamboree requires individuals placed at Homekey, to sign a lease and abide by the terms of the lease. Lease terms include 12 months to ensure the project provides a safe environment for all those residing there. In July 2021, Jamboree hired a new property management company, Hyder Co. (Hyder). Hyder is responsible for rent collection and property maintenance and security. Jamboree has recently installed 22 exterior security cameras and key fob entries at all entryways. As part of Phase II, an additional 22 security cameras will be installed in interior spaces. In July, a new security company was also brought on board. This led to changes in security at the project including the hiring of security guards to provide 24/7 security on site and patrol services for evening and weekend hours. The table below reflects total calls for service and total number of police reports generated as a result of the call for service at 1000 Hillview Ct spanning May 2021 to August 2021. As seen below, only a fraction of calls result in a report being generated consistent with department policy and/or when an officer determines that documentation may be necessary due to likelihood of reoccurrence. The data reflects two months before and three months after Hyder assumed control of security at the site.

Month	Year	Total # of Calls	# of Reports	Description
May	2021	14	3	Court Order Violation, Trespassing, Sex Registrant
June	2021	14	4	Disorderly Conduct, Lost Property, Mental Health, Rape
Hyder Company Assumes Property Management				
July	2021	7	4	Assault w/ Knife, Mental Health (x2), Warrant Arrest
August	2021	3	1	Found Property
September	2021	20	6	Assault, Stolen Vehicle, Suspicious Circumstances, Mental Health, Parking Violation

Project Occupancy Information

As of September 8, the project at 1000 Hillview Court has 50 people in residence with 16 more people ready to move in. County outreach team is working with 60 additional individuals, some of whom are anticipated to

move to Homekey. At the meeting on September 8, County staff shared that, referrals for permanent supportive housing have been taking about 3-6 months and that they are working on improvements to accelerate this timeline. As of September 8, through the City's contract with the County's HEAT team and general County outreach, 85 unhoused individuals associated with Milpitas have been assessed and enrolled since March 2021. Of these 85 individuals, six have been referred for placement in permanent supportive housing, two have been referred for rapid rehousing, and two have been placed in shelters.

Individuals assessed by the HEAT team are added to a community queue that provides them the opportunity to be referred to a housing program. The increase of assessments resulted in an increase of Milpitas individuals housed in the county's supportive housing system. In 2021, due to increased outreach and assessment in Milpitas, the percentage of people affiliated with Milpitas being referred to the community queue has increased from 2.7% to 4.6% of the total in the County. Individuals referred for placement in permanent supportive housing are offered a choice of location, if available, and County staff has noted that sometimes unhoused individuals from one community prefer to move to another community.

Communications

There are several meetings held on a regular basis to stay connected on this project. These include weekly property and services meetings comprised of staff from Jamboree, County Office of Supportive Housing, Property Manager Hyder Co. and Abode Services, the non-profit providing supportive services. In addition, there are monthly meetings related to homeless outreach and other coordination. Several City representatives, including executive staff from Building Safety and Housing, Police, and Recreation and Community Services participate in these monthly meetings, along with representatives from the County and Abode Services.

In order to address recent concerns about safety and security at the property as well as to better understand how the project will serve unhoused Milpitas residents, executive staff from the City and County have recently initiated quarterly check-in meetings. City representatives include the Assistant City Manager, and a Police Captain and County representatives include a Deputy County Executive, the Director of the Office of Supportive Housing. The meeting also includes other staff from the County, Jamboree, and Hyder. The first quarterly meeting was held on September 8, 2021.

Policy Alternative:
Not Applicable

Fiscal Impact:
There is no fiscal impact to receive this report on the Homekey Project at 1000 Hillview Court.

California Environmental Quality Act:
The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Recommendation
Receive a report on the Homekey project at 1000 Hillview Court.

Attachment:
None

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Receive mid-year report for unhoused services
Category:	Community Development
Meeting Date:	10/19/2021
Staff Contact:	Sharon Goei, Building Safety and Housing Director, 408-586-3260 Adam Marcus, Housing Manager, 408-586-3244
Recommendation:	Receive mid-year report for unhoused services.

Background:

On November 10, 2020, City staff presented a variety of strategies to prevent and respond to homelessness. At this meeting, the City Council approved and authorized staff to enter into a one-year agreement for street-based homeless outreach, assessment, and case management services with the Santa Clara County Office of Supportive Housing. This service is for clients who are unhoused and live outdoors on the streets, at bus and train stations, in parks and tents, and in vehicles and abandoned properties. The service is based on street outreach to locate clients, build trust, and help them complete assessments that enable them to be qualified for placement into supportive housing.

The clients that this service assists are different from the residents that are at risk of becoming homeless. At-risk residents may include individuals who live in overcrowded conditions or in inadequate or unstable housing, or McKinney-Vento families. The County's homelessness prevention system provides services and resources to these at-risk residents.

The homeless outreach and assessment agreement stated that the outreach team will work to address client's mental health, substance use disorder, and/or medical needs by building trust between the individual and the service teams and identifying opportunities through which housing and other services can be provided. This is called the intake process. The contractor would complete or update assessments for clients who wish to participate and would refer clients into the Santa Clara County community queue for rapid rehousing or permanent supportive housing. While the client is waiting to be placed into a housing program, the contractor would maintain contact and connect clients with other services.

On March 1, 2021, the Santa Clara County Homeless Engagement and Access Team (HEAT team), via Abode Services, began conducting outreach to engage and provide resources to the City's unhoused residents. One key advantage is that the HEAT team is equipped to address mental illness directly and is integrated within the County's health and human services system.

On December 1, 2020, the City Council directed staff to implement a six-month pilot mobile shower and laundry Dignity on Wheels program with WeHOPE. The nonprofit service provider, WeHOPE, began providing mobile shower and laundry services every Sunday starting March 21, 2021.

This mid-year report evaluates the impact of these homeless services in Milpitas from March through August of 2021. This report includes the July and August 2021 progress for unhoused services.

Analysis:

July and August Progress

During the month of July, the HEAT Team enrolled 15 clients and completed 16 assessments. During the month of August, the HEAT Team enrolled 8 clients and completed 8 assessments. Adding to 60 clients enrolled and 61 assessed since services began in March, this makes a total of 83 clients enrolled and 85 clients assessed. Since the HEAT Team has been conducting proactive outreach throughout Milpitas, they have been able to locate and connect with unhoused residents both at known and new locations. For the unhoused individuals that did not provide identifying information for the Team to enroll or assess, the Team provided basic needs items and community resources. See Attachment 4 and 7 for the HEAT Team July and August 2021 reports, respectively.

During the month of July, WeHOPE provided four sessions to the unhoused community, providing a total of 70 showers and 29 loads of laundry, serving 22 individuals. See Attachment 5 for the WeHOPE Dignity on Wheels July 2021 report. During the month of August, WeHOPE provided five sessions to the unhoused community, providing a total of 94 showers and 47 loads of laundry, serving 41 individuals. See Attachment 8 for the WeHOPE Dignity on Wheels August 2021 report.

For a summary of the various activities and services for Milpitas unhoused residents as described above, refer to Attachment 3 and 6 for the July and August 2021 reports for unhoused services, respectively.

County Services

The County recently shared 2020 and 2021 data on homelessness in Milpitas to show how Milpitas affiliated clients are benefitting from the County's housing programs and the impact of the HEAT team in Milpitas. Affiliated means those households who report living, working, going to school, spending most of their time in, having a recent address in, or having lived in Milpitas before becoming homeless. Thus, the number of Milpitas affiliated clients is larger than the number of people experiencing homelessness within Milpitas.

Clients are assessed using the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) and assigned scores to determine vulnerability. Clients that score between 4-7 are eligible for the Rapid Rehousing Program (RRH). RRH helps residents who are episodically homeless but who can generate enough income to afford long-term housing. RRH helps to quickly identify housing opportunities and provides temporary financial assistance for deposits, rent, and utilities up to 24 months until a household can increase its income and pay rent and utilities without assistance to remain housed independently. Clients that score between 8-17 are eligible for Permanent Supportive Housing (PSH). PSH provides long-term housing, case management and supportive services for clients who are chronically homeless and have disabling conditions. Scores of 14 or higher are typically placed more quickly into PSH. Emergency shelters provide temporary respite and critical services to individuals and families in crisis. There are year-round and seasonal shelters. Most shelters provide nightly respite on a first-come, first-served basis, while others allow for longer stays.

To understand the impact of the HEAT team, it is important to compare County data from 2020 and 2021. The following chart shows a 22% increase in the number of Milpitas affiliated households who are now living in Permanent Supportive Housing throughout the County. Note that percentage change compares a full year (2020) with only a partial year (2021).

Table 1: Milpitas Affiliated Households Enrolled in Housing Programs

	2020	**2021 (January – August)**	**% Change***
Permanent Supportive Housing (PSH)	78	95	22%
Rapid Rehousing (RRH)	36	29	-19%

*Percentage change compares a full year (2020) with only a partial year (2021)

The following chart shows the overall number of Milpitas affiliated households that have been assessed and are waiting in the County's community queue. Not all of these households currently reside in Milpitas. This chart shows that the number of Milpitas affiliated households waiting for housing has increased by 25% since December. Much of this growth is households that qualify for permanent supportive housing. This increase

due in part to the HEAT team's outreach to clients not previously in the system. Minimal range of intervention includes resolving conflicts with landlords, securing housing with family members, and other relatively low resource solutions. Note that percentage change compares a full year (2020) with only a partial year (2021).

Table 2: Milpitas Affiliated Households Waiting to Be Enrolled in Housing Programs

	2020	**2021 (January – August)**	**% Change***
Permanent Supportive Housing	80	118	48%
Rapid Rehousing	55	51	-7%
Minimal Range of Intervention	9	11	22%
Total	**144**	**180**	**25%**

*Percentage change compares a full year (2020) with only a partial year (2021)

HEAT Team Progress on Outcomes

The agreement for outreach and assessment services calls for the County to achieve six outcomes over the course of one year. The following tables show how the HEAT team has made progress during the first six months of the program.

Table 3: HEAT Team Progress

	Outcomes to be Achieved	**March - August 2021 Report**
1	Provide engagement and outreach to a minimum of 100 unique homeless individuals from the City of Milpitas annually; especially targeting outreach towards referrals from City Law Enforcement and other City referral sources	The HEAT team completed 85 VI-SPDATs and 30 households scored 14 or higher which may lead to faster placement in PSH.
2	75% of individuals contacted who are not already enrolled in the Homeless Management Information System (HMIS) will have the VI-SPDAT administered	100% of all individuals that were not previously in the Homeless Management Information System (HMIS) have had a VI-SPDAT administered.
3	Link 75% of individuals with Severe Mental Illness (SMI) to Behavioral Health Services Department (BHSD) HEAT clinical team for further engagement	The outreach HEAT team referred 11 clients (13%) to the Office of Supportive Housing (OSH) clinical team for further linkage and mental health support. All referrals scored between a 14-16 on the VI-SPDAT which may lead to faster placement in PSH.
4	20% of clients shall be connected to medical services	The HEAT team connected 12% of clients to medical services. These services are provided based on client need.
5	20% of clients shall improve housing situation	The HEAT team helped 12% of clients improve their housing situation by accepting temporary shelter or enrolling into PSH. Housing placement is determined by client vulnerability and risk factors.
6	80% of referrals will have attempts at initial contact within 2 working days	The HEAT team attempted initial contact within 2 working days for 100% of all referrals.

The following table summarizes the HEAT team's outcomes on a monthly basis. The team has been responsive within two working days, has responded to City referrals, and has proactively engaged and assessed over 85 unduplicated clients. A total of eight clients have been placed into housing (six clients in permanent supportive housing and two in rapid rehousing).

Table 4: HEAT Team Monthly Totals

Outcome	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021	Totals
Number of enrollments into HMIS	26	13	11	10	15	8	**83**
Number of VI-SPDATS	27	12	11	11	16	8	**85**
Number of Clients Identified for PSH with scores of 14 or higher	7	3	5	4	9	2	**30**
Number of referrals to OSH Clinical HEAT Team	0	2	1	1	**5**	**2**	**11**
Number of clients placed in PSH							**6**
Number of clients placed in RRH							**2**

In conclusion, the HEAT team is on track to meet the outcomes defined in the agreement with the County. This outreach and assessment is helping to connect more Milpitas affiliated households to County services and supportive housing programs. Outreach alone cannot reduce homelessness, but it is a key step in assisting clients where they are and in connecting Milpitas with the broader supportive housing system.

Next Steps
Staff will bring back to Council a report on next steps and seek direction prior to the expiration of the agreement for homeless outreach, assessment, and street-based case management services in February 2022.

Fiscal Impact:
There is no fiscal impact to receive this mid-year report for unhoused services other than staff time related to this item.

California Environmental Quality Act:
The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Recommendation:
Receive mid-year report for unhoused services.

Attachments:
1. County report on Milpitas clients – CY2020
2. County report on Milpitas clients – CY2021 through August
3. July 2021 report for unhoused services
4. July 2021 HEAT Team report
5. July 2021 WeHOPE Dignity on Wheels report
6. August 2021 report for unhoused services
7. August 2021 HEAT Team report
8. August 2021 WeHOPE Dignity on Wheels report

City of Milpitas Results – CY2020

PSH Households – Enrollments in CY2020

PSH Households Enrolled during Jan 1, 2020 to Dec 31, 2020	Enrolled	Housed
Affiliated with the City of Milpitas:	84	78
- *Milpitas Address*	*45*	
- *Work in Milpitas*	*7*	
- *School in Milpitas*	*6*	
- *Spends most of time in Milpitas*	*12*	
- *Lived in Milpitas prior to homelessness*	*14*	
- *Zip code of last address is Milpitas*	*25*	
Other	2,132	1,979
Total	**2,216**	**2,057**

RRH Households – Enrollments in CY2020

RRH Households Enrolled during Jan 1, 2020 to Dec 31, 2020	Enrolled	Housed
Affiliated with the City of Milpitas:	44	36
- *Milpitas Address*	*8*	
- *Work in Milpitas*	*9*	
- *School in Milpitas*	*6*	
- *Spends most of time in Milpitas*	*12*	
- *Lived in Milpitas prior to homelessness*	*5*	
- *Zip code of last address is Milpitas*	*18*	
Other	1,512	1,292
Total	**1,556**	**1,328**

For Permanent Supportive Housing enrollments in CY2020:

- 3.8% (84/2,216) of enrolled and 3.8% (78/2,057) of housed clients have a Milpitas affiliation

For Rapid Rehousing enrollments in CY2020

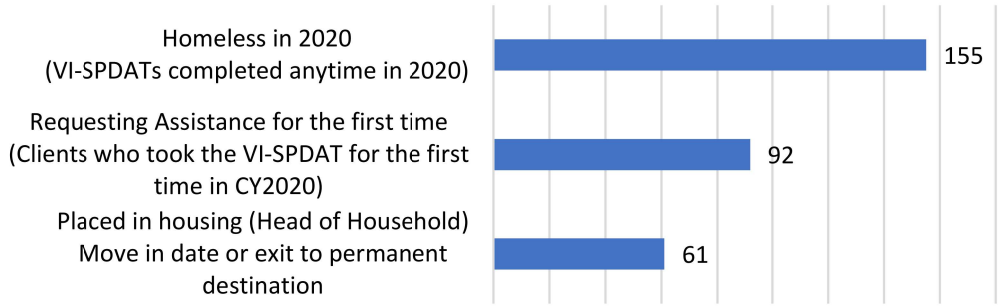
- 2.8% (44/1,556) of enrolled and 2.7% (36/1,328) of housed clients have a Milpitas affiliation

1.3% of the homeless population reported in the 2019 Santa Clara County Point-in-Time count were counted in the City Milpitas (125 out of 9,706)

Notes:

- Affiliations with the City of Milpitas can overlap
- Client responses from a clients' most recent VI-SPDAT assessment were used to establish city affiliation as well at information at time of program enrollment

Households Affiliated with the City of Milpitas, CY2020



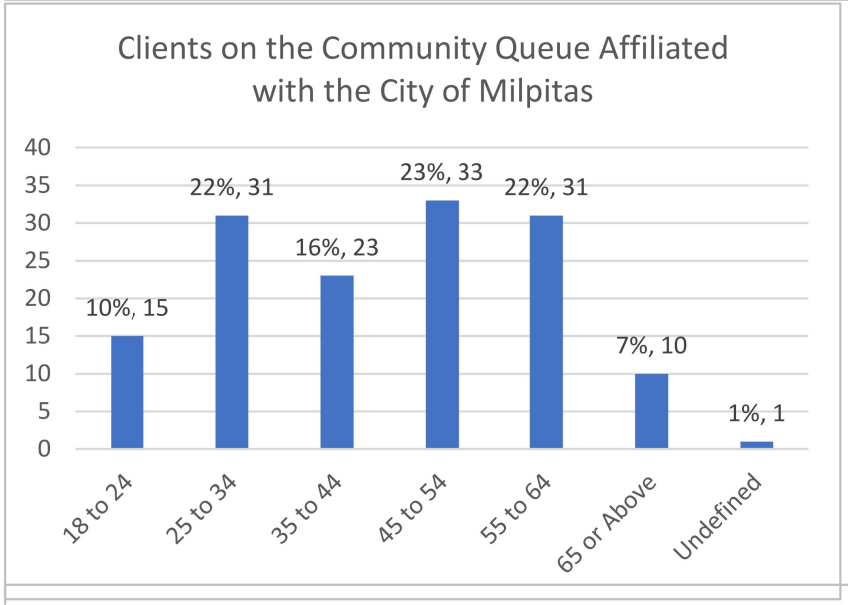
Year of First Time VI-SPDAT Assessment	Total Homeless Inflow (First Time VI-SPDAT)	Inflow with Milpitas Affiliation	Percent with Milpitas Affiliation
2018	5396	120	2.2%
2019	4776	119	2.5%
2020	3443	92	2.7%

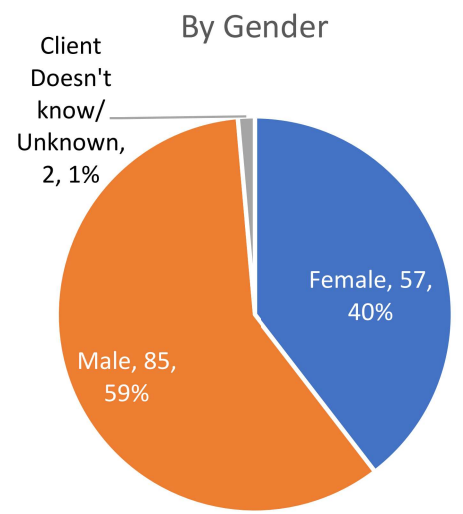
- **Milpitas affiliated households appear to be increasing as a percentage of total inflow**

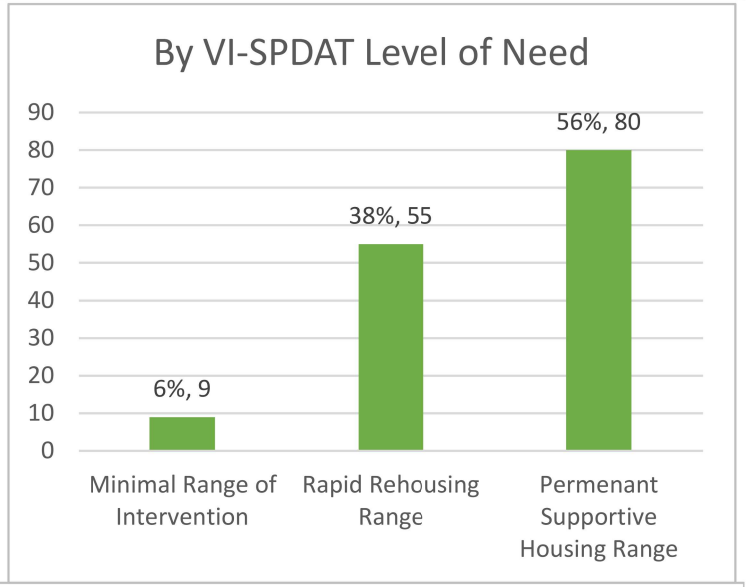
City of Milpitas Results – CY2020 (Cont'd)

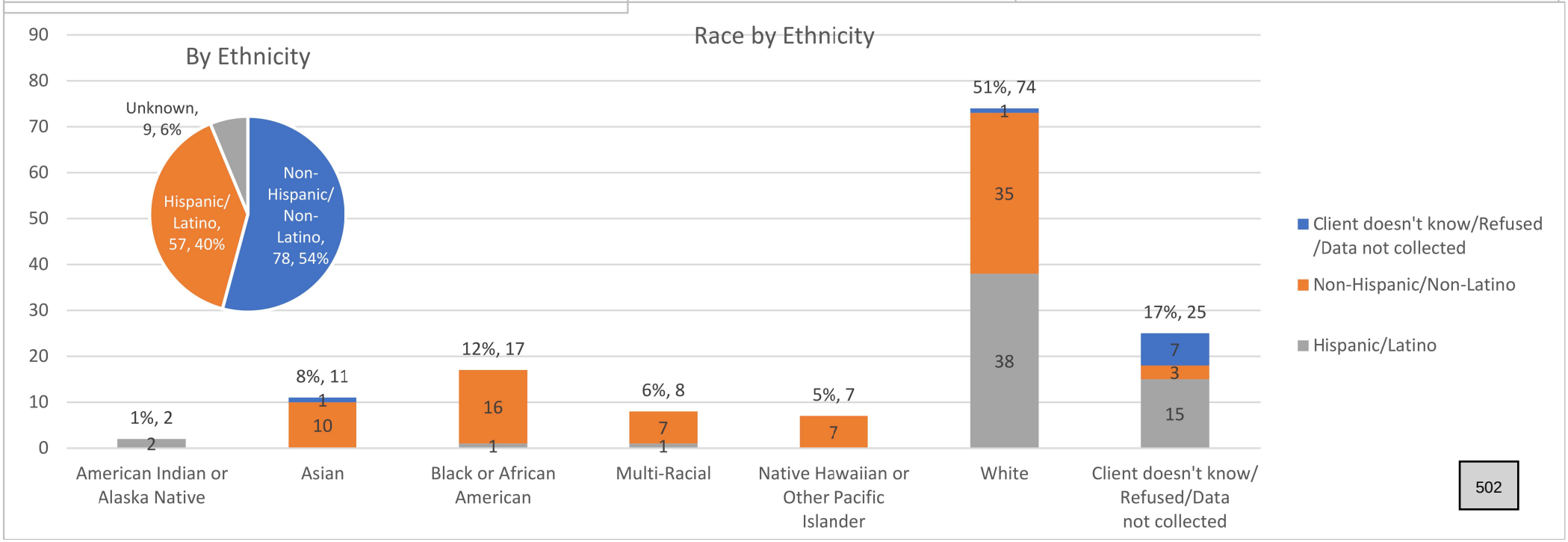
Demographics of Households on the Santa Clara County Community Queue Affiliated with the City of Milpitas

- Out of a total of 6,299 households currently on the Community Queue waiting for housing (as of March 2021), 144 are affiliated with the City of Milpitas through school, employment, prior address, or spending most time in Milpitas









City of Milpitas Results – January 1, 2021 to August 31, 2021

PSH Households – Enrollments

PSH Households Enrolled during Jan 1, 2021 to Aug 31, 2021	Enrolled	Housed
Affiliated with the City of Milpitas:	100	95
- *Milpitas Address*	56	
- *Work in Milpitas*	6	
- *School in Milpitas*	6	
- *Spends most of time in Milpitas*	14	
- *Lived in Milpitas prior to homelessness*	15	
- *Zip code of last address is Milpitas*	28	
Other	2,152	2,019
Total	**2,252**	**2,114**

RRH Households – Enrollments

RRH Households Enrolled during Jan 1, 2021 to Aug 31, 2021	Enrolled	Housed
Affiliated with the City of Milpitas:	50	29
- *Milpitas Address*	9	
- *Work in Milpitas*	9	
- *School in Milpitas*	1	
- *Spends most of time in Milpitas*	12	
- *Lived in Milpitas prior to homelessness*	7	
- *Zip code of last address is Milpitas*	23	
Other	1,475	1,055
Total	**1,525**	**1,084**

For Permanent Supportive Housing enrollments during Jan 1, 2021 to August 31, 2021:

- 4.4% (100/2,252) of enrolled and 4.5% (95/2,114) of housed clients have a Milpitas affiliation through current/prior residence, school/work, or spending most of one's time in Milpitas

For Rapid Rehousing enrollments during Jan 1, 2021 to August 31, 2021:

- 3.3% (50/1,525) of enrolled and 2.7% (29/1,084) of housed clients have a Milpitas affiliation through current/prior residence, school/work, or spending most of one's time in Milpitas

- 1.3% of the homeless population reported in the 2019 Santa Clara County Point-in-Time count were counted in the City Milpitas (125 out of 9,706)

Notes:
- Affiliation types with the City of Milpitas can overlap
- Self-reported city affiliation is established by clients' most recent VI-SPDAT assessment, client location (address), and information provided at program enrollment

Homeless Inflow

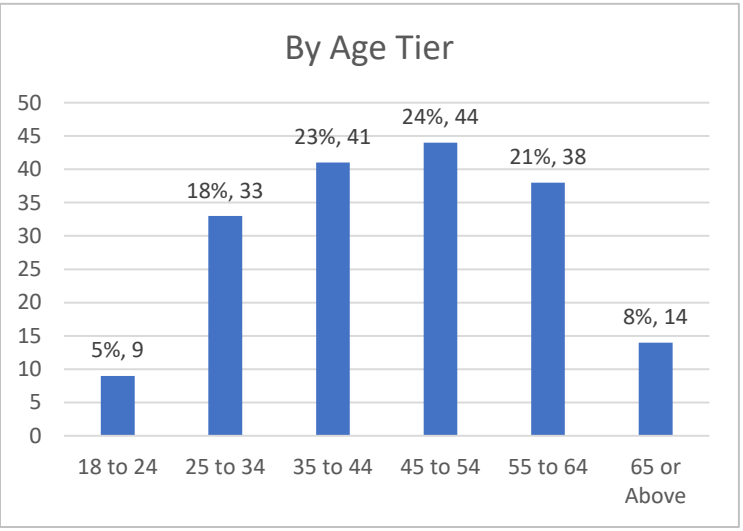
Year of First Time VI-SPDAT Assessment	Total Homeless Inflow (First Time VI-SPDAT)	Inflow with Milpitas Affiliation	Percent with Milpitas Affiliation
2018	5,396	120	2.2%
2019	4,776	119	2.5%
2020	3,443	92	2.7%
2021 (Jan to Aug)	2,172	100	4.6%

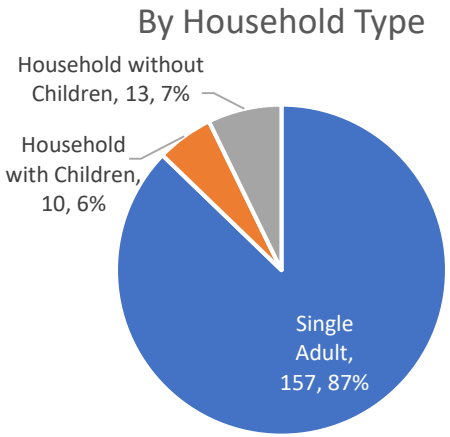
- So far in 2021, households affiliated with the city of Milpitas make up nearly 5% of total inflow from January to August 2021
- For homeless inflow, city affiliation is established by only VI-SPDAT assessment questions: city of work/school, city lived in prior to homelessness, and spending most of one's time in city

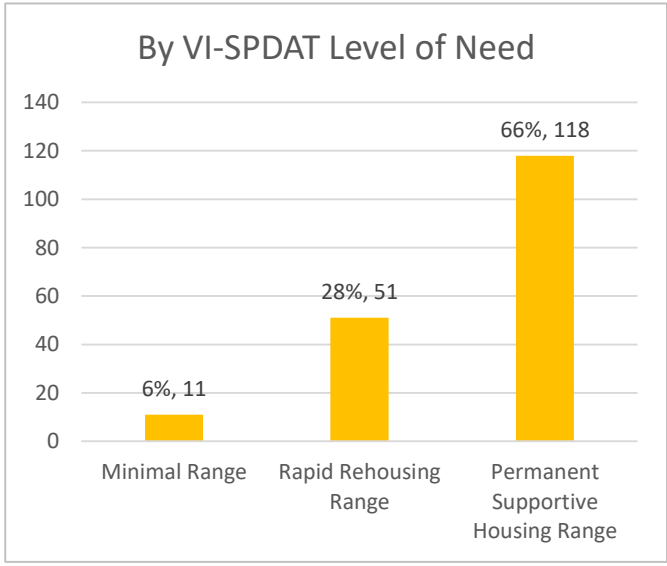
City of Milpitas Results – August 31, 2021 (Cont'd)

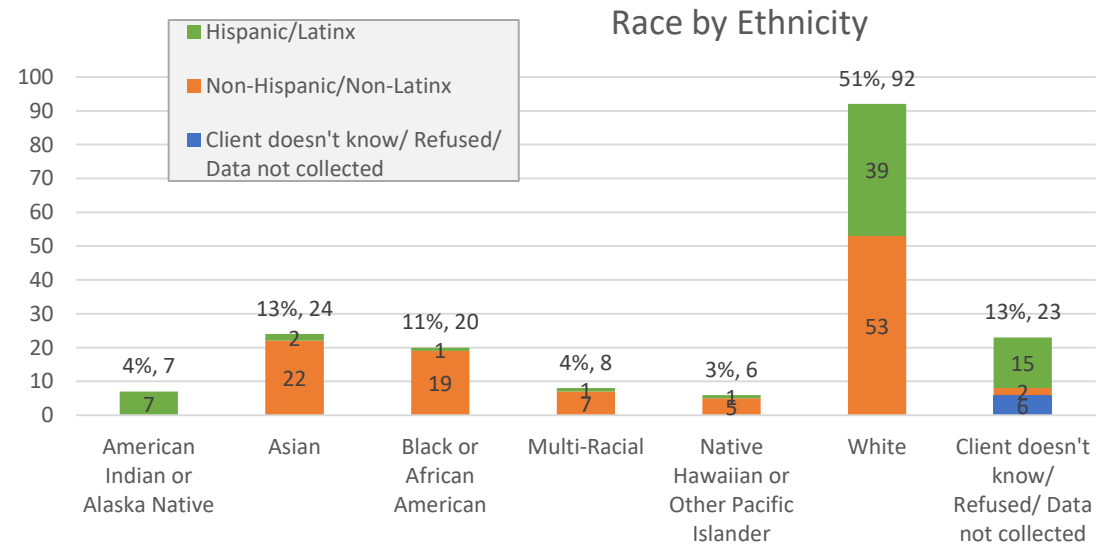
Demographics of Households on the Santa Clara County Community Queue Affiliated with the City of Milpitas

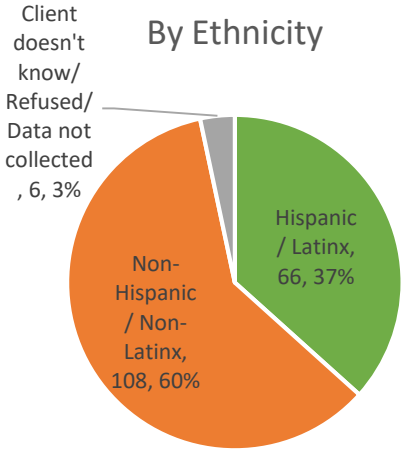
- Out of a total of 6,298 households currently on the Community Queue waiting for housing (as of August 31, 2021), 180 are affiliated with the City of Milpitas through school (22), employment (14), spending most time in Milpitas (120), or living in Milpitas prior to homelessness (82)

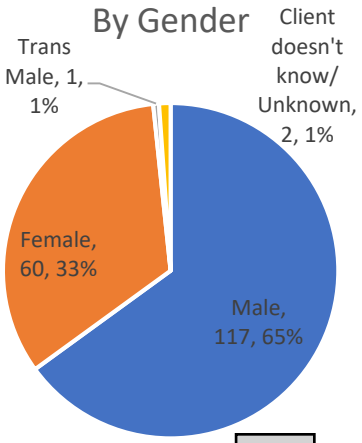












JULY 2021 REPORT FOR UNHOUSED SERVICES

	Outreach Location	Type	Jurisdiction	Unhoused Count	Date Counted	Date Referred	Clients Enrolled	Date Enrolled	Clients Assessed	Date Assessed	Clients Housed	Date Housed	Notes
1	Hillview Bridge	Encampment	Valley Water			2/26/2021							
2	Topaz Street 1	Encampment	City			N/A							
3	Serra Center	Encampment	Private Property			3/26/2021							
4	Ocean Supermarket	Encampment	Private Property			N/A							
5	Dixon Road 1	Encampment	City			3/25/2021							
6	Dixon Road 2	RV Vehicles	City			3/25/2021							
7	Calaveras Blvd Overpass	Encampment	City			3/19/2021							
8	Dempsey Road 1	Encampment	City			3/25/2021							
9	Sinclair Frontage Road	Encampment	Union Pacific Railroad			3/25/2021	1	7/21/2021	1	7/21/2021			
10	Yosemite Business Park	Encampment	Private Property	1	7/29/2021	3/25/2021			1	7/29/2021			
11	Gibraltar Court	Trailers	City			3/25/2021							
12	Topaz Street 2	Encampment	City			3/25/2021	6	7/16/2021	6	7/16/2021			
13	Railroad Court	Camp/Trailers	City			3/25/2021	3	7/9/2021, 7/16/2021, 7/28/2021	3	7/9/2021, 7/16/2021, 7/28/2021			
14	Abel Plaza	Encampment	Private Property			3/25/2021							
15	S. Main Street	Encampment	City			3/25/2021							
16	S. Abbott Avenue	Encampment	City (if on street) or County (if on County property)			3/25/2021							
17	W Calaveras Blvd	Encampment	City			3/25/2021							
18	Ethyl Court	Camp/Cars	City			3/25/2021							
19	Hammond Way	Cars/Trailers	City			3/25/2021							
20	Coyote Creek Trail 1	Encampment	Valley Water			3/25/2021							
21	Coyote Creek Trail 2	Encampment	Valley Water			3/25/2021							
22	Coyote Creek Trail 3	Encampment	Valley Water			3/25/2021							
23	Calaveras Plaza Shopping Center	Outreach (contact made in non-encampment setting)	N/A			N/A							
24	Dignity on Wheels Mobile Shower and Laundry	Outreach (contact made in non-encampment setting)	N/A	1	7/18/2021	N/A	1	7/18/2021	1	7/18/2021			
25	Dixon Landing Shopping Center	Outreach (contact made in non-encampment setting)	N/A			N/A							
26	Great Mall	Outreach (contact made in non-encampment setting)	N/A			N/A							
27	Milpitas Library	Outreach (contact made in non-encampment setting)	City	2	7/19/2021	N/A	2	7/1/2021, 7/19/2021	2	7/1/2021, 7/19/2021			
28	Main Street	Outreach (contact made in non-encampment setting)	N/A			N/A							
29	Other (Street, Panhandle, Vehicle Dweller, or Unidentified Location)	Outreach (contact made in non-encampment setting)	N/A			N/A							
30	Dempsey Road 2	Encampment	Private Property			N/A							
31	Serra Center	Outreach (contact made in non-encampment setting)	N/A			N/A							
32	E. Calaveras Blvd	Outreach (contact made in non-encampment setting)	N/A			N/A							
33	Dempsey Road 3	Outreach (contact made in non-encampment setting)	Private Property	1	7/2/2021	N/A	1	7/2/2021	1	7/2/2021			
34	Galaxy Court	Outreach (contact made in non-encampment setting)	City			N/A							
35	Ranch Drive	Outreach (contact made in non-encampment setting)	City	1	7/21/2021	N/A	1	7/21/2021	1	7/21/2021			
			Total	6			15		16				

	Session Location	Service Dates	Number of Sessions	Total Unduplicated Individuals Served	Showers Provided	Loads of Laundry Provided
WeHOPE Dignity on Wheels Mobile Shower and Laundry	Milpitas Library	7/4/2021, 7/11/2021, 7/18/2021, 7/25/2021	4	22	70	29

Santa Clara County Office of Supportive Housing
Abode Services
Milpitas HEAT Team
July 2021 Report

In July, Abode's HEAT outreach team continued concentrated outreach efforts to locate and identify unhoused individuals and refer them to the Office of Supportive Housing's community queue for housing eligibility. The team coordinated outreach through a collaborative effort between the City of Milpitas, Milpitas Police Department, the Office of Supportive Housing (OSH), and community advocates. In July, the HEAT outreach team responded to various referrals from Milpitas PD and the City of Milpitas, to connect unhoused individuals to supportive housing resources and collateral services.

Abode's HEAT team has enrolled new 15 clients and completed 16 assessments including an updated assessment for a client, that had experienced a significant life event that increased their vulnerability. In addition, on July 18th, the HEAT outreach team was present at the Dignity on Wheels event to support eligible participants in need of a Vi-SPDAT or other supportive services. Ultimately, the HEAT team administered one Vi-SPDAT assessment during the event and provided resources, as well as, basic needs items (food, clothing, and transportation needs) to those that were interested.

Throughout July, the team coordinated outreach engagement with the City of Milpitas to revisit specific community concern encampments to connect and provide services to highly vulnerable participants following scheduled abatements. In July, the team continued to collaborate with the OSH clinical team to coordinate care for clients that have a need for mental health services, as well as, those that have been selected for potential housing opportunities by the Office of Supportive Housing. The team continued to support new participants in completing housing readiness tasks necessary for housing acquisition. HEAT staff continued to provide linkage to employment stability programs for clients seeking income stability, as well as, referrals to the Valley Healthcare Homeless Program for clients with high medical acuity. The following table reflects the number of outreach contacts, the total number of unhoused enrolled into the SCC HEAT program, as well as the number of VI-SPDAT assessments administered:

Milpitas HEAT Contact, Enrolled, Assessed Clients: July 2021

Outreach Location	Outreach Contact	Enrolled	Assessments
Milpitas Outreach-Library	**2**	**2**	**2**
7/1/21	1	1	1
7/19/21	1	1	1
Milpitas Outreach- Dempsey Rd.	**1**	**1**	**1**
7/2/21	1	1	1
Milpitas Vehicle Dwellers- Railroad 9	**3**	**3**	**3**
7/9/21	1	1	1
7/16/21	1	1	1
7/28/21	1	1	1
Milpitas Encampment- Topaz Street 8	**6**	**6**	**6**
7/16/21	6	6	6
Milpitas Outreach- Dignity on Wheels	**1**	**1**	**1**

7/18/21	1	1	1
Milpitas Outreach-Ranch Dr. (Vehicle Dweller)	**1**	**1**	**1**
7/21/21	1	1	1
Milpitas Encampment- Sinclair Frontage 5	**1**	**1**	**1**
7/21/21	1	1	1
Milpitas Encampment- Yosemite 6	**1**	**0**	**1**
7/29/21	1	1	1
Grand Total	**16**	**15**	**16**

Milpitas Outreach= Contact made with client in non-encampment setting

Milpitas Encampment= Contact made at a location where a tent and/or other structures are used as shelter

WeHOPE

Reporting Period	Total unduplicated individuals served during reporting period	Total unduplicated individuals served during contract term	Total Field Visits this month
7/1/2021-7/31/2021	22	53	75

						Age (for Field Visits)								
Session Locations	Service Date(s) Sundays Only	Hours	Unduplicated Individuals at Sessions	Showers Provided	Loads of Laundry Provided	>19	20-29	30-39	40-49	50-59	60-69	70-79	80+	Doesn't Know or Refused
TOTALS FOR MONTH		16	22	70	29	1	0	22	26	15	9	0	2	0
	7/4/2021													
	7/11/2021													
	7/18/2021													
	7/25/2021													

Gender (unduplicated)						Ethnicity (for Field Visits)							Race (for Field Visits)		
Male	Female	Trans Female (M to F)	Trans Male (F to M)	Gender Non-Conforming	Doesn't Know or Refused	White	Black of African American	Asian	American Indian or Alaskan Native	Native Hawaiian or Other Pacific Islander	Multiple Races	Doesn't Know or Refused	Non-Hispanic/Non-Latino	Hispanic/Latino	Doesn't Know or Refused
43	10	0	0	0	0	3	6	14	5	0	4	33	12	3	60

AUGUST 2021 REPORT FOR UNHOUSED SERVICES

	Outreach Location	Type	Jurisdiction	Unhoused Count	Date Counted	Date Referred	Clients Enrolled	Date Enrolled	Clients Assessed	Date Assessed	Clients Housed	Date Housed	Notes
1	Hillview Bridge	Encampment	Valley Water			2/26/2021							
2	Topaz Street 1	Encampment	City			N/A							
3	Serra Center	Encampment	Private Property			3/26/2021							
4	Ocean Supermarket	Encampment	Private Property			N/A							
5	Dixon Road 1	Encampment	City			3/25/2021							
6	Dixon Road 2	RV Vehicles	City			3/25/2021							
7	Calaveras Blvd Overpass	Encampment	City			3/19/2021							
8	Dempsey Road 1	Encampment	City			3/25/2021							
9	Sinclair Frontage Road	Encampment	Union Pacific Railroad			3/25/2021							
10	Yosemite Business Park	Encampment	Private Property			3/25/2021							
11	Gibraltar Court	Trailers	City			3/25/2021							
12	Topaz Street 2	Encampment	City	1	8/23/2021	3/25/2021	1	8/23/2021	1	8/23/2021			
13	Railroad Court	Camp/Trailers	City			3/25/2021							
14	Abel Plaza	Encampment	Private Property			3/25/2021							
15	S. Main Street	Encampment	City	1	8/20/2021	3/25/2021	1	8/20/2021	1	8/20/2021			
16	S. Abbott Avenue	Encampment	City (if on street) or County (if on County property)			3/25/2021							
17	W Calaveras Blvd	Encampment	City			3/25/2021							
18	Ethyl Court	Camp/Cars	City			3/25/2021							
19	Hammond Way	Cars/Trailers	City			3/25/2021							
20	Coyote Creek Trail 1	Encampment	Valley Water			3/25/2021							
21	Coyote Creek Trail 2	Encampment	Valley Water			3/25/2021							
22	Coyote Creek Trail 3	Encampment	Valley Water			3/25/2021							
23	Calaveras Plaza Shopping Center	Outreach (contact made in non-encampment setting)	N/A			N/A							
24	Dignity on Wheels Mobile Shower and Laundry	Outreach (contact made in non-encampment setting)	N/A	2	8/15/2021	N/A	2	8/15/2021	2	8/15/2021			
25	Dixon Landing Shopping Center	Outreach (contact made in non-encampment setting)	N/A			N/A							
26	Great Mall	Outreach (contact made in non-encampment setting)	N/A			N/A							
27	Milpitas Library	Outreach (contact made in non-encampment setting)	City	1	8/11/2021	N/A	1	8/11/2021	1	8/11/2021			
28	Main Street	Outreach (contact made in non-encampment setting)	N/A			N/A							
29	Other (Street, Panhandle, Vehicle Dweller, or Unidentified Location)	Outreach (contact made in non-encampment setting)	N/A			N/A							
30	Dempsey Road 2	Encampment	Private Property			N/A							
31	Serra Center	Outreach (contact made in non-encampment setting)	N/A			N/A							
32	E. Calaveras Blvd	Outreach (contact made in non-encampment setting)	N/A			N/A							
33	Dempsey Road 3	Outreach (contact made in non-encampment setting)	Private Property	1	8/3/3021	N/A	1	8/3/2021	1	8/3/2021			
34	Galaxy Court	Outreach (contact made in non-encampment setting)	City			N/A							
35	Ranch Drive	Outreach (contact made in non-encampment setting)	City	2	8/2/2021	N/A	2	8/2/2021	2	8/2/2021			
			Total	8			8		8				

	Session Location	Service Dates	Number of Sessions	Total Unduplicated Individuals Served	Showers Provided	Loads of Laundry Provided
WeHOPE Dignity on Wheels Mobile Shower and Laundry	Milpitas Library	8/1/2021, 8/8/2021, 8/15/2021, 8/22/2021, 8/29/2021	5	41	94	47

Santa Clara County Office of Supportive Housing
Abode Services
Milpitas HEAT Team
August 2021 Report

In August, Abode's HEAT outreach team continued to coordinate outreach efforts to locate and identify unhoused individuals in need of supportive services, through a collaborative effort between the City of Milpitas, Milpitas Police Department, the Office of Supportive Housing (OSH), and community advocates. In August, the HEAT outreach team was deployed, in units of two, to respond to various referrals from Milpitas PD, the City of Milpitas, and community advocates to connect unhoused individuals to supportive housing resources, collateral services, and administer Vi-SPDAT assessments.

In August, Abode's HEAT team successfully enrolled 8 new clients and completed 8 assessments. In addition, on August 15th, the HEAT outreach team supported the Dignity on Wheels event to connect with eligible participants in need of a Vi-SPDAT or other supportive services. Ultimately, the HEAT team administered 2 Vi-SPDAT assessments during the event and provided resources, as well as, basic needs items (food, clothing, hygiene) to those that were interested.

Throughout August, the team continued to collaborate with the OSH clinical team to coordinate care for new and previously enrolled clients, in order to address the mental health and basic needs of each individual. Also, HEAT staff continued to facilitate linkage to backpack medical services for medically acute individuals, provided Uplift bus passes, and shelter referrals.

The following table reflects the number of outreach contacts, the total number of unhoused enrolled into the SCC HEAT program, as well as the number of VI-SPDAT assessments administered:

Milpitas HEAT Contact, Enrolled, Assessed Clients: August 2021

Outreach Location	Outreach Contact	Enrolled	Assessments
Milpitas Outreach (Vehicle Dweller)- Ranch Dr.	**2**	**2**	**2**
8/2/21	2	2	2
Milpitas Outreach- South Dempsey Rd.	**1**	**1**	**1**
8/3/21	1	1	1
Milpitas Outreach (Vehicle Dweller) –Library	**1**	**1**	**1**
8/11/21	1	1	1
Milpitas Outreach- Dignity on Wheels	**2**	**2**	**2**
8/15/21	2	2	2
Milpitas Encampment- S. Main St.	**1**	**1**	**1**
8/20/21	1	1	1
Milpitas Encampment- Topaz Street 8	**1**	**1**	**1**
8/23/21	1	1	1
Grand Total	**8**	**8**	**8**

Milpitas Outreach= Contact made with client in non-encampment setting

Milpitas Encampment= Contact made at a location where a tent and/or other structures are used as shelter

WeHOPE

Reporting Period	Total unduplicated individuals served during reporting period	Total unduplicated individuals served during contract term	Total Field Visits this month
8/1/2021-8/31/2021	41	61	100

						Age (for Field Visits)								
Session Locations	Service Date(s)	Hours	Unduplicated Individuals at Sessions	Showers Provided	Loads of Laundry Provided	>19	20-29	30-39	40-49	50-59	60-69	70-79	80+	Doesn't Know or Refused
TOTALS FOR MONTH		20 hrs	41	94	47	4	2	24	35	26	8	0	1	0
	8/1/2021													
	8/8/2021													
	8/15/2021													
	8/22/2021													
	8/29/2021													

Gender (unduplicated)						Ethnicity (for Field Visits)							Race (for Field Visits)		
Male	Female	Trans Female (M to F)	Trans Male (F to M)	Gender Non-Conforming	Doesn't Know or Refused	White	Black of African American	Asian	American Indian or Alaskan Native	Native Hawaiian or Other Pacific Islander	Multiple Races	Doesn't Know or Refused	Non-Hispanic/Non-Latino	Hispanic/Latino	Doesn't Know or Refused
20	11	0	0	0	0	7	5	12	5	2	3	66	15	1	84

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	COVID-19 Workforce Recovery Program and American Rescue Plan Act Workforce Development Programming
Category:	Community Development
Meeting Date:	10/19/2021
Staff Contact:	Alex Andrade, Director of Economic Development, 408-586-3046 Daniel Degu Sr., Economic Development Coordinator, 408-586-3054
Recommendation:	1. Receive and accept a report on the COVID-19 Workforce Recovery Program. 2. Approve the Phase 2 recommendation to implement the Milpitas MyPlan Career Accelerator Program. 3. Provide direction to staff on potential workforce development programs and initiatives funded through the American Rescue Plan Act.

Background:

The COVID-19 pandemic and resulting economic recession have dramatically reshaped Milpitas' economy and workforce. Business closures and associated layoffs caused by the COVID-19 pandemic have forced the City of Milpitas to take a more proactive role to rebuild its once robust, vibrant local economy. In response to the COVID-19 pandemic, the Office of Economic Development on May 16, 2021, retained NOVAworks, a federally funded nonprofit employment and training agency, to provide programmatic implementation of the City of Milpitas' COVID-19 Workforce Recovery Program. A successful completion of the COVID-19 Workforce Recovery Program allows the City of Milpitas to complete several Workforce Development and Education strategies and implementation actions listed in the City Council's adopted Economic Development Strategy.

At the June 8, 2021, and June 21, 2021, meetings, the City Council expressed a desire to assist the Milpitas community with a workforce development initiative to be funded through the American Rescue Plan Act (ARPA) on behalf of the Economic Vitality Investment Framework with the goals of re-building the local economy and helping residents return to the workforce or improve skillsets to move into career ladder employment opportunities. In addition, the City Council agreed to explore funding to support programs for low-income youth as well as expand the City's summer Youth Workforce program to introduce and prepare youth to future career opportunities, build occupational skills and earn supplemental income for their families. On August 9, 2021, the City Council approved the ARPA Investment Plan and directed staff to return with program details for consideration with an ARPA funding amount of $300,000 to be deployed for workforce development initiatives and programs annually at $100,000 for three years.

These City Council directed workforce development initiatives and programs to be funded through ARPA will complement the Office of Economic Development's Workforce Development and Education Strategy under the adopted Economic Development Strategy, which outlines broader trends, opportunities, and concerns around the future of the local workforce, with an emphasis on building skills and opportunities for Milpitas residents.

Analysis:

The COVID-19 Workforce Recovery Program is a $40,000 program budget divided into two phases. Phase 1 ($20,000 budget) explores and vets practical solutions for workforce training opportunities through a needs assessment process focused on surveys and interviews while Phase 2 ($20,000 budget) focuses on the actual implementation of those recommendations. Project deliverables include customized workforce training workshops, assessments, career navigation and career counseling for Milpitas unemployed and

underemployed workers and young adult learners, as well as identifying the types of upskilling needed for Milpitas-based businesses impacted by COVID-19.

The findings from Phase 1 have been collated and summarized for this Agenda Report with excerpts reproduced from the *COVID-19 Workforce Recovery Program – Phase 1 Findings Report* and can be found below. The most important findings are illustrated below. For the full report, see Attachment 1 and the Appendices for additional tables, charts, resources, etc.

Phase 1 Findings

As part of the Phase 1 COVID-19 Workforce Recovery Program, NOVAworks hired consultant Ms. Karen Routt of Hummingbird Impact Advisors to interview business representatives and owners to gain a clearer understanding of the state of the city labor market in the pandemic economy. NOVAworks supplemented the data with resident and business surveys and interviews with a stakeholder working group (Attachment 2) composed of eleven industry and workforce development community leaders.

The surveys were conducted between May 12 and June 30, 2021. Ninety-nine (99) individuals responded to the resident survey and seventy-five (75) individuals responded to the business survey. Ms. Routt conducted twenty-three (23) interviews during the months of May, June and July 2021. Ms. Routt interviewed the following industries: advanced manufacturing, beauty salons, education for-profit/non-profit, entertainment, fitness, grocery, hotel, medical office, restaurants, retail, etc.

About thirty-five (35%) percent of residents responding to the NOVAworks survey reported that they were unemployed, with twenty-three (23%) percent actively looking for work. As a result, residents cited a long list of emergency resource needs including food subsidies, rent and mortgage assistance and deferment of utility bills. These needs were particularly acute for residents of historically marginalized communities.

The NOVAworks survey also found that more than forty (40%) percent of residents learn about job opportunities through friends and family and another thirty-two (32%) percent rely on former work colleagues for intelligence. Those individuals seeking new careers face significant barriers including lack of access to quality childcare, lack of skills and relevant education and financial limitations.

Furthermore, employers emerging from shelter-in-place orders are facing multiple challenges including having enough cash to survive, not having enough customers, reduced staffing levels and complying with government requirements. Over seventy (70%) percent of surveyed businesses said the pandemic threatened the viability of their establishments and twenty-eight (28%) percent said their businesses could survive “as is” for another 7-12 months at the time that the survey was administered.

The data collected by NOVAworks indicates that many community residents, businesses and institutions are in a discovery phase. One Milpitas manufacturer described the summer of 2021 as his company’s “discovery phase” in which he and his colleagues are working to determine the firm’s long-term needs and prospects, while twenty-five (25%) of residents said they are not seeking work due to career options assessment.

The following information also emerged from the resident and business surveys.

- 72% of businesses stated the pandemic threatened the viability of their business
- 67% of businesses need public or private financial assistance
- 40% of residents said they still have the same job compared to pre-pandemic
- 30% of businesses lost employees
- 27% of residents said that childcare keeps them from achieving professional goals
- 17% of residents stated that childcare concerns keep them from actively looking for work

Phase 2 Implementation & Next Steps

Based on the Phase 1 findings, NOVAworks and City staff recommend that City Council approve an intensive three-week career navigation accelerator program, named the Milpitas MyPlan Career Accelerator Program, for Phase 2 implementation in quarter one of 2022.[1] With a $20,000 budget for Phase 2 implementation, the accelerator curriculum will be customized for Milpitas but will be grounded in NOVAworks' core principles. These principles include understanding each job seekers' unique skills, experiences, and aspirations and providing them with a broad menu of career options and educational and training pathways to each option.

The core of the Milpitas MyPlan Career Accelerator Program will be based on NOVAworks' nationally recognized MyPlan virtual career navigation platform. The MyPlan curriculum is organized in four phases: Focus; Resumé and Application; Job Search and Networking; and Interviewing and Negotiating.

In the first week of the program, all participants will concentrate on the Focus stage, including one session addressing self-assessments of skills and interests, as well as job titles to research, and a second session addressing career resources. The second session will include information on how to research a job title and how to read a job advertisement, as well as a list of low and no cost training options. Participants will choose from a menu of electives in the second and third weeks of the program. These electives will include all four phases: Focus; Resumé and Application; Job Search and Networking; and Interviewing and Negotiating, as well as Resilience and Communication skills.

The goal of the Milpitas MyPlan Career Accelerator Program is to host two cohorts of 15 students each. There will be 21 hours of available training over the three weeks. Each participant will also have access to two hours of one-on-one career advising. The target audience for the accelerator is Milpitas residents who are either unemployed or underemployed and are 18 years of age or older.

Participant outcomes from Phase 2 will include: (1) strong career navigation foundation; (2) clearer focus on career trajectories; (3) pathways to individualized training and skills development; (4) sustainable access to resources; (5) greater awareness of available jobs and the hiring process; and (5) access to additional career navigation resources, including NOVAworks for those who are eligible.

A robust marketing, education, and outreach campaign will also be implemented during Phase 2 to ensure that Milpitas residents are aware of the Milpitas MyPlan Career Accelerator Program. The Office of Economic Development and the City's Public Information Officer plan to leverage City resources and networks to maximize community engagement through various social media outlets and community partners. City resources and networks include Facebook, Nextdoor, LinkedIn, Milpitas Unified School District (MUSD), Milpitas Chamber of Commerce, Economic Development and Trade Commission, COVID-19 Workforce Recovery Program Stakeholder Working Group, and other like organizations and working groups. Marketing, education, and outreach is scheduled to commence during the months of quarter four of 2021 and quarter one of 2022.

Given the findings from Phase 1, NOVAworks also recommends that future workforce development actions be considered by the City of Milpitas as part of a potential Phase 3 of the COVID-19 Workforce Recovery Program. Possible funding sources to support future actions include ARPA or grants.

ARPA Workforce Development Considerations:

COVID-19 has exacerbated the need for workforce development and skills enhancement to compete for high quality jobs in Milpitas. On August 9, 2021, the City Council provided direction to invest $300,000 of ARPA funds for workforce development. There was City Council consensus on instituting a program for low income youth. And, the City Council understands that workforce development is an integral part of the City's adopted

[1] As part of NOVAworks' Phase 1 scope of work, two other training options were explored for Phase 2 implementation: (1) the building of a partnership with an existing training program available locally through a community college or adult education program and (2) the establishment of a new program procured locally or online that advances skills shown to be valuable to a post-pandemic labor market.

Economic Development Strategy and that funding for various programs may result in decreasing the unemployment rate (5.2% in August 2021) due to COVID-19 impacts, help businesses rehire staff and prepare residents for future jobs. Staff will continue to partner with NOVAworks, NextFlex, Evergreen Valley College, and MUSD on various workforce development initiatives such as FlexFactor and Manufacturing Day as well as a Career Day and Job Fairs in the future.

The City Council recognizes that participation in workforce development efforts benefit the Milpitas community, and that strategic partnership will continue to be encouraged between the City, MUSD, and public and private sector organizations to build alliances benefiting youth and residents.

Staff has conducted research on various workforce development efforts that support a variety of possible ARPA funded eligible initiatives and programs. Instead of listing organization names, the information that follows represents a landscape of workforce development services that may be funded through ARPA. Workforce development services are categorized by At-Risk Youth Programs, Youth and Adult Programs, Green/Clean/Sustainable Employment Opportunities, and Childcare Workforce. This is not an exhaustive list of possible workforce development initiatives and programs that exists in Santa Clara County and the Bay Area.

At-Risk Youth Programs (11-24-year-old individuals)

- **Academic/Education** – assistance in completing high school and prepping for college, gaining occupational skills/certificate, financial literacy education, and academic skills development

- **Occupational Skills and Training** - vocational training opportunities, youth employment, unpaid and paid work experience, entrepreneurship skills, and support for in-school and out of school youth

- **Community Leadership** – leadership training to become community leaders

- **Mentoring** – mentoring and tutoring

- **Re-Entry Program** – prevent juvenile crime and incarceration, development capacity to attend community college, re-entry program that reduces recidivism through part-time employment, job readiness workshops, Work Now day worker program (paid daily)

Youth & Adult Programs (14-24-year-old individuals)

- **Academic/Education** – assistance with completing high school and prepping for college and STEM programs for girls and women

- **Occupational Skills and Training** – residential training program, customized job training, assistance with obtaining employment, youth employment to gain work experience/solve corporate issues, career pathway programs, recruitment, pre-apprenticeship programs, and Bridge Program to earn family sustaining wages

- **Community Leadership** – foster care assistance (CASA) and leadership in STEM for girls and women

- **Mentoring** – youth mentoring

Green/Clean/Sustainable Employment Opportunities (15-22-year-old individuals)

- **Academic/Education** – green tech web builders bootcamp and digital literacy workshops

- **Occupational Skills and Training** – skill building for residential energy and water efficiency services, certified construction training program, and Building Electrification Workforce Training

Childcare Workforce - FIRST 5 of Santa Clara County (Adults)

- **Academic/Education** – Universal Transition Kindergarten Teacher Equity Initiative and teacher credential programs

- **Occupational Skills and Training** – early care and education pathways, apprenticeship, train and increase the number of Transitional Kindergarten (TK)

The City Council will have an opportunity to discuss the abovementioned workforce development initiatives and programs at the October 19, 2021, meeting and provide direction to staff on which workforce development services are of interest. Staff will return to the City Council in December 2021 with a workforce development work program expected to be funded through ARPA including cost estimates, schedule and specific organizations that can execute the services of interest with the goal of benefiting Milpitas residents. As stated earlier, this is not an exhaustive list of possible workforce development efforts. Staff selected the At-Risk Youth Programs, Youth and Adult Programs, Green/Clean/Sustainable Employment Opportunities, and Childcare Workforce categories based on City Council direction, trends in the local/regional economy, continued partnerships with MUSD, NOVAworks, NextFlex, and Evergreen Valley College, and opportunities to engage with the City's current Climate Action Plan process through future green and sustainable jobs for Milpitas residents.

Based on the current interpretation of the Department of Treasury guidance, staff may be required to develop a scope of work and seek public bids for services under a competitive process. Applications will likely be required with future services providers for City and Federal record keeping, reporting and compliance.

Policy Alternatives:

Alternative 1: Do not approve the Phase 2 recommendation to implement the Milpitas MyPlan Career Accelerator Program and provide alternatives for customized career navigation services.

Pros: The City of Milpitas may save funding if the recommended Milpitas MyPlan Career Accelerator Program does not move forward as the approved workforce development solution.

Cons: The City Council approved the Economic Development Strategy - Workforce Development and Education Resources, to ensure that workforce development solutions were implemented in Milpitas in order to assist residents and businesses with COVID-19 impacts. If the City of Milpitas does not proceed with the recommended Milpitas MyPlan Career Accelerator Program, local residents and businesses will continue to struggle in their respective attempts for resiliency and recovery, which negatively affects the short and long-term health of the Milpitas economy.

Reason not recommended: In order to implement a major strategy of the Economic Development Strategy, Workforce Development and Education Resources, implementing the Milpitas MyPlan Career Accelerator Program workforce development solutions is critical so that residents and businesses can continue the vital path of resiliency and recovery due to negative pandemic impacts.

Fiscal Impact:

There is no fiscal impact related to receiving this staff report. On May 16, 2021, the Office of Economic Development retained NOVAworks to provide programmatic implementation of the City of Milpitas' COVID-19 Workforce Recovery Program. This project is fully funded and budgeted using the Adopted Fiscal Year 2020-21 operating budget of the Office of Economic Development. The total contract amount is $40,000 (Phase 1 is $20,000 and Phase 2 is $20,000).

California Environmental Quality Act:

The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Recommendations:

1. Receive and accept a report on the COVID-19 Workforce Recovery Program.
2. Approve the Phase 2 recommendation to implement the Milpitas MyPlan Career Accelerator Program.
3. Provide direction to staff on potential workforce development programs and initiatives funded through the American Rescue Plan Act.

Attachments:

1. City of Milpitas COVID-19 Workforce Recovery Program – Phase 1 Findings
2. City of Milpitas COVID-19 Workforce Recovery Program – Stakeholder Working Group Roster

City of Milpitas

COVID-19 Workforce Recovery Program

Phase 1 Findings

September 2021

novaWORKS

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Acknowledgements

This report was produced by NOVAworks with funding from the City of Milpitas. NOVAworks thanks the City's Economic Development staff for their oversight and resourcefulness throughout the report process. This staff assembled a diverse stakeholder's group of city residents and businesses that provided NOVAworks with vital labor market intelligence and creative solutions to ongoing challenges. The City's Economic Development and Trade Commission also provided oversight and contributed vital labor market intelligence.

This report has a short shelf life due to the evolving nature of the economy and the urgent need to develop one or more recommendations for COVID-19 workforce recovery.

About NOVAworks

NOVAworks is a federally chartered workforce development agency serving job seekers and businesses in a core service area including San Mateo County and seven cities in northern Santa Clara County. It helps job seekers find career opportunities and helps businesses find talent. NOVAworks serves approximately 5,000 job seekers per year from offices in Sunnyvale, San Mateo, and Menlo Park. The NOVAworks Foundation is a 501(c)(3) non-profit that enables NOVAworks to expand its service offerings through donations and grant opportunities from organizations including LinkedIn and Google.org.

In addition to providing direct customer service, NOVAworks leverages a broad and diverse regional network of educational institutions, other workforce agencies and community-based organizations to enhance services available to job seekers and employers. For example, NOVAworks convenes a regional stakeholder group of approximately 50 organizations that share best practices and create a more transparent level of customer service.

The State of California has designated NOVAworks as a "high-performing" agency in recognition of creating an efficient workforce system in a fast-changing and disruptive Silicon Valley economy.

Executive Summary

Like a raging storm tearing ships from their moorings, COVID-19 has contributed to a sense of loss and severe disruption in multiple sectors of the Milpitas economy.

Many residents faced layoffs. The Milpitas unemployment rate exploded from 2.8 percent in January 2020 to a peak of 12.8 percent in April 2020 and back to a June 2021 rate of 5.4 percent. About 35 percent of residents responding to the NOVAworks survey reported that they were unemployed, with 23 percent actively looking for work. As a result, residents cited a long list of emergency resource needs including food subsidies, rent and mortgage assistance and deferment of utility bills. These needs were particularly acute for residents of historically marginalized communities.

Many businesses closed because of the pandemic. In fact, 48 businesses in Milpitas filed notices of mass layoffs (WARNs) in the 18 months between March 2020 and August 2021, affecting 3,237 individuals. By comparison, only eight businesses filed WARN notices in all of 2018 and 2019 combined, affecting 477 individuals. Many surviving businesses faced a double whammy. After enduring months of closure due to shelter-in-place orders, many owners found that the workers they laid off were no longer available to return to those jobs once the economy reopened in mid-June 2021. Through interviews and a survey, we learned that one restaurant now serves meals on paper plates because the owner cannot find a dishwasher. After being laid off, many of the workers found similar jobs with higher pay at FedEx and Google and in construction. The owner is now considering selling the restaurant and seeking a corporate position.

BY THE NUMBERS

Milpitas Demographics

Total population[1]	**84,184**
Working-age population (16+)[1]	**71,684**
Labor force[2]	**43,800**
Employed residents[2]	**41,400**
Daily net change in workers[3]	**+11,406**
Median age[2]	**37.7**
Male/Female ratio[2]	**1.1 m / 1.0 f**

Workplaces

Total business establishments[4]	**3,917**
Small business (< 10 employees) share[4]	**84%**
Women-owned businesses share[4]	**1.8%**
Minority-owned businesses share[4]	**3.2%**
Change in employment (01/20–06/21)[2]	**–13.4%**

[1] US Census Bureau (2019) / [2] California EDD (2021) / [3] US Census: On-the-Map Tool (2018) / [4] Econovue (2021)

In addition to layoffs and business closures, the pandemic also exposed yawning information gaps in which residents and businesses in need were not aware of services available to them. Most resident respondents to the NOVAworks survey were not aware of emergency services available through the City and partner agencies. While over half cited a need for retraining or new skills, 80 percent indicated they were not aware of the career navigation services available through NOVAworks.

The awareness gap extends to the business community as well. One entrepreneur, who spent resources on developing a training curriculum, was not aware of existing training programs through community colleges and other potential partners. “What resources are available for startups?” he asked.

But the pandemic also provided others with new opportunities and favorable business conditions. Layoff and disruption led many workers to reassess their career goals and seek opportunities in new industries with better compensation and, perhaps, more stability. After closing his establishment due to shelter-in-place, one former business owner enrolled in building trades pre-apprenticeship program in Santa Clara County. He is now working in construction and has no interest in reopening the business, according to a local union leader.

The largest Milpitas employers are in the following industry sectors: manufacturing (17,599 employees or 33.9% of the total); professional, scientific and technical services (9,600 or 18.5%); retail trade (4,129 or 8.0%); health care and social assistance (3,771 or 7.3%); and construction (3,549 or 6.8%).

Representatives of Milpitas' vibrant tech and medical device communities sailed through the shelter-in-place orders with relative ease. A company making sophisticated tools used for neonatal screening and analyzing pesticide content in foods, reported being offline for one week because of the pandemic. After that, "the recovery was business as usual," a company representative said.

With many analysts forecasting ongoing change and disruption as evidence of a new normal, NOVAworks is recommending a set of interventions designed to promote greater resilience among workers, businesses and community networks and systems. There are two broad goals of these interventions. The first is to prepare job seekers for careers in a wide array of growth industries of the future, including construction, manufacturing, health care (including telehealth), blockchain technology, cybersecurity, biomedical, pharmaceuticals and the internet of things (IoT). The second is to build and rebuild systems and connections creating stronger ties between talent demand and talent supply and between available resources and residents and businesses in need of help.

The City of Milpitas commissioned this report as part of a multi-pronged effort to help residents and businesses hurt by the pandemic and to build stronger community networks to increase the ability of all stakeholders to weather future economic storms. NOVAworks based this report on a combination of resident and business surveys and interviews with business representatives and community leaders. The report includes details of a three-week comprehensive career navigation accelerator initiative for immediate action, as well as a recommendation on marketing, education, and outreach for Phase 2 implementation.

Phase 1 Findings

This report is organized in four main sections. This includes methodology (what we did), research findings (what we found), a plan for immediate action, and a recommendation on marketing, education, and outreach for Phase 2 implementation. There is also an appendix with examples of free and low-cost resources for residents and businesses, and two additional appendices with survey results from both businesses and residents.

Chart 1a/1b: Small Business as Share of All Business (Milpitas; 2021) *[Small business = 10 or fewer employees]*

Chart 1a: Count of Establishments

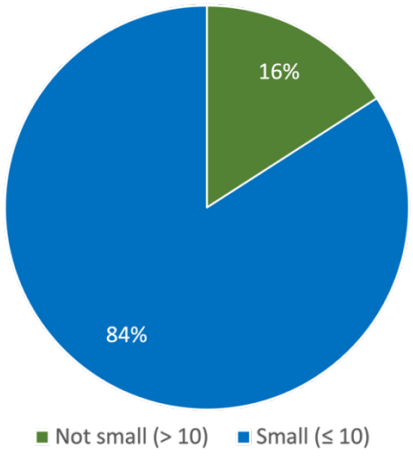
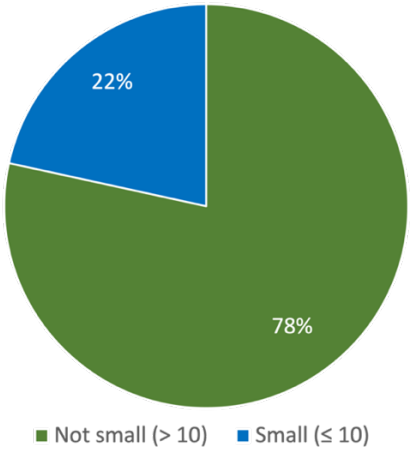
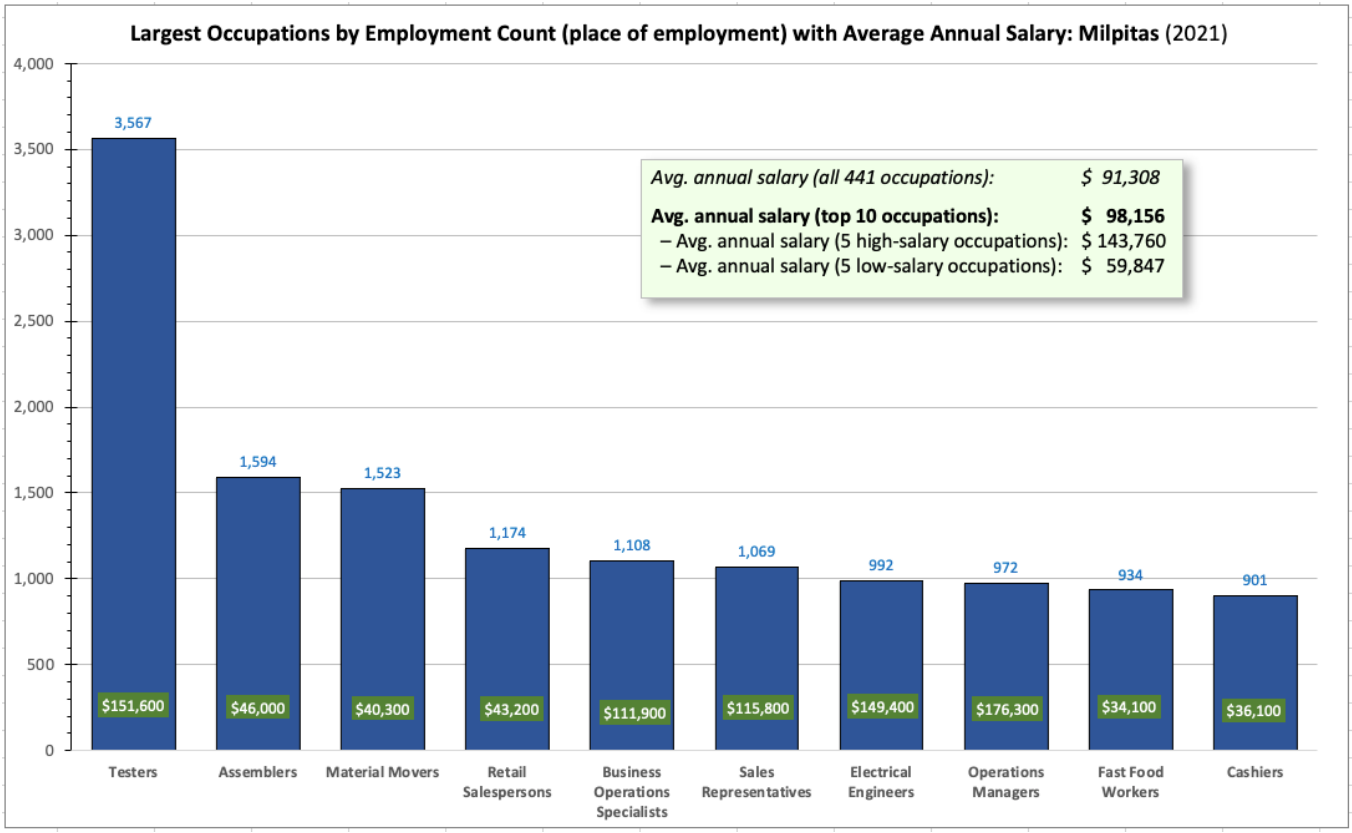


Chart 1b: Count of Employees



As noted in charts 1a and 1b above, small businesses—those with fewer than 10 employees—represent the vast majority of Milpitas establishments (84%) but employ only a fraction (22%) of the total workforce.

Chart 2: Top 10 Occupations by Employment Count with Salary Information (Milpitas place of business; 2021)



What We Did—Methodology

NOVAworks hired consultant Ms. Karen Routt of Hummingbird Impact Advisors to interview business owners and their representatives to gain a clearer understanding of the state of the city labor market in the pandemic economy. NOVAworks supplemented the data with resident and business surveys and interviews with a project stakeholder group composed of community leaders.

The surveys were conducted between May 12 and June 30, 2021. Ninety-nine individuals responded to the resident survey and 75 responded to the business survey. Routt conducted 23 interviews during the months of May, June and July 2021. The interviewees represented a wide range of Milpitas industry sectors, including retail, advanced manufacturing, tech hardware, personal services, dining establishments, and hotels.

The following community leaders added to this report through their services on the project's stakeholder group.

- Ms. Cheryl Jordan – Superintendent at Milpitas Unified School District
- Mr. Chris Horton – Regional Lending Manager at NorCal SBDC
- Mr. Daniel Hunter – Co-founder of Yoshi
- Ms. Juliette Gomez – City of Milpitas Economic Development and Trade Commissioner
- Dr. Maniphone Dickerson – Business and Workforce Development Division Dean at Evergreen Valley College
- Ms. MariCris Benitez – Milpitas Executive Lions Club
- Mr. Robert Jung – Board Member of Milpitas Chamber of Commerce

- Mr. Sal San Filippo – General Manager of Garden City/Milpitas Sanitation
- Mr. Steve Belong – Business Representative at IUPAT District Council 16
- Mr. Casey McNeil – City of Milpitas Economic Development and Trade Commissioner (Alternate Stakeholder)
- Mr. Chris Norwood – City of Milpitas Economic Development and Trade Commissioner (Alternate Stakeholder)

What We Found

One Milpitas manufacturer recently described the summer of 2021 as his company's "discovery phase" in which he and his colleagues are working to determine the firm's long-term needs and prospects.

The data collected by NOVAworks indicate that many community residents, businesses and institutions are also in a discovery phase. Voluntarily and involuntarily untethered from past jobs and opportunities, Milpitas stakeholders are asking the same questions as others throughout the nation. When will the pandemic end? How will I recover from the impact of 16 months of on-again, off-again masking and shelter-in-place orders? Are there new opportunities that I can pursue?

Workers are still picking up the pieces. Many job seekers faced reduced career awareness because of severed professional networks. More than 40 percent of residents learn about job opportunities through friends and family and another 32 percent rely on former work colleagues for intelligence, according to the NOVAworks survey. High unemployment hinders these job ties and restricts options for career mobility.

Those individuals seeking new careers face significant barriers including lack of access to quality childcare, lack of skills and relevant education and financial limitations. One survey respondent described a complex dilemma: "I need to go to a bridge (training) program, but my family depends on me for bills, rent and health insurance. I can't afford to lose my full-time job to go to school. I need a program designed for working adults."

Employers emerging from shelter-in-place orders are facing multiple challenges including having enough cash to survive, not having enough customers, reduced staffing levels and complying with government requirements. Over 70 percent of surveyed businesses said the pandemic threatened the viability of their establishments and 28 percent said their businesses could survive "as is" for another 7-12 months.

Negotiating with landlords is a key concern. One business representative said, "I owe the landlord more than I can pay back in a year. The landlord has made no attempt to compromise. It will take a few years to build my clientele back to the pre-pandemic level."

At a time when former employees are seeking new careers, some companies are facing disrupted recruitment talent channels. The top three talent sources are current employees, friends and family, online research, and former employees, according to the survey. What happens when previously laid off employees pursue new careers? The business likely loses immediate talent and the loss of a recruitment channel.

As employers are thinking about rehiring staff, they are also mindful of emerging skill needs that aren't readily available in the current labor market. These include critical thinking, entrepreneurial confidence, social media fluency, teamwork, cultural awareness as well as basic computer and math skills and industry specific skills.

The following information also emerged from the resident and business surveys and interviews.

- Establishing a City resource navigator with increased marketing of services available to the community and building awareness of resources available to small businesses and entrepreneurs
- Add a link on city website to the NOVAworks Business Services webpage for assistance in finding talent to fill jobs
- Providing rent negotiation training for residents and employers
- Providing guaranteed basic income assistance for residents in underpaid jobs during job training
- Expanding an existing shop local program (City subsidizing local business by enabling shoppers to buy a $50 gift card for $35)
- Incentives/resources to help small businesses increase wages and better compete for talent
- Create a portal on the City's website to connect residents with local job openings (such as establishing an Indeed feed on the city website highlighting local jobs)
- Working with the Milpitas Unified School District to design and implement a reimagined job and service fair with a focus on sustained support for both job seekers and employers
- Establishing a professional network for job seekers seeded with mentors and other volunteers to better connect talent opportunity

Phase 2 Implementation

Action Plan

As demonstrated in our Phase 1 findings, many workers in need are not aware of services available to promote greater economic mobility and family security. Further, workers in underpaid jobs— particularly those residing in historically marginalized communities—typically lack the professional networks and social capital to learn about higher-paid opportunities and the educational and training resources available to access those opportunities. This is consistent with a national report recently issued by the Brookings Institution, which found that lower-wage industries offer workers less upward mobility than higher-wage industries and that many workers in lower-wage occupations get trapped in those occupations. In fact, the pandemic has damaged the casual, word-of-mouth networks that provided some measure of job mobility for underpaid workers.

Based on our Phase 1 findings, NOVAworks recommends launching an intensive three-week career navigation accelerator program with a $20,000 budget for Phase 2 implementation[1]. The accelerator curriculum will be customized for Milpitas but will be grounded in NOVAworks' core principles. These include understanding each job seekers' unique skills, experiences, and aspirations and providing them with a broad menu of career options and educational and training pathways to each option.

The core of this program will be based on NOVAworks' nationally recognized MyPlan virtual career navigation platform. The MyPlan curriculum is organized in four phases: focus; resumé and application; job search and networking; and interviewing and negotiating. Participants will have access to the MyPlan curriculum throughout their careers.

[1] As part of NOVAworks' Phase 1 scope of work, two other training options were explored for Phase 2 implementation: (1) the building of a partnership with an existing training program available locally through a community college or adult education program and (2) the establishment of a new program procured locally or online that advances skills shown to be valuable to a post-pandemic labor market.

In the first week, all participants will concentrate on the focus stage, including one session addressing self-assessments of skills and interests, as well as job titles to research, and a second session addressing career resources. This second session will include information on how to research a job title and how to read a job advertisement, as well as a list of low- and no-cost training options. Participants will choose from a menu of electives in the second and third weeks of the program. These electives will include all four phases: focus; resumé and application; job search and networking; and interviewing and negotiating, as well as resilience and communication skills.

The goal of the career navigation accelerator is to host two cohorts of 15 students each. There will be 21 hours of available training over the three weeks. Each participant will have access to two hours of one-on-one career advising. The target audience for the accelerator is Milpitas residents who are either unemployed or underemployed and are 18 years of age or older.

Participant outcomes will include:

- Strong career navigation foundation
- Clearer focus on career trajectories
- Pathways to individualized training and skills development
- Sustainable access to resources
- Greater awareness of available jobs and the hiring process
- Access to additional career navigation resources, including NOVAworks for those who are eligible

Recommendations for Future Action

Future actions by the City of Milpitas are needed to continue to reshape Milpitas' economy and workforce into a robust and vibrant local economy. Given our Phase 1 findings, NOVAworks also recommends the following future actions as part of a potential Phase 3 of the COVID-19 Workforce Recovery Program. Possible funding sources to support these future actions include American Rescue Plan Act (ARPA) or grants. NOVAworks may take a lead role in some of the recommendations; in other cases, NOVAworks would play a partner or secondary role.

1. An at-risk youth program focused on work experience and learning valuable life skills while earning an income.
2. An existing training program available locally that has been shown to meet the needs for work at established Milpitas employers.
3. A new program procured locally or online that advances skills shown to be valuable in a post-pandemic labor market, such as childcare and skilled trades.

Marketing, Education, and Outreach

This report's survey of Milpitas residents found that 80% of respondents were not aware of career navigation services through NOVAworks. This indicates the need for an extensive marketing, education, and outreach campaign to ensure that Milpitas residents are aware of the career navigation accelerator program associated with this initiative and with NOVAworks' services in general. NOVAworks recommends that the City leverage the resources and networks of the project's stakeholder group to spread the word about these services through existing relationships with so-called anchor institutions. These include schools, community-service organizations, labor unions, chambers of commerce, and faith-based institutions.

Appendix A: Resources

NOVAworks: Home Page

NOVAworks: MyPlan

Brookings Institution: From Relief to Recovery (July 2021)

Brookings Institution: Moving Up (June 2021)

NPower: Tech Fundamentals Class

- 16-week instructor-led virtual training available at no cost
- Opportunity for a paid internship or a project-based learning experience
- Mentoring from IT professionals
- Eligibility: young adults (18–25) & military veterans and spouses

Google: Grow with Google

- Free skills training for NOVAworks eligible customers

Google: Google Workspace (formerly G Suite)

- Foothill College
- No cost for enrolled students
- Program launched April 5, 2021
- Includes Gmail, Drive, Meet, Docs, Sheets, and Slides

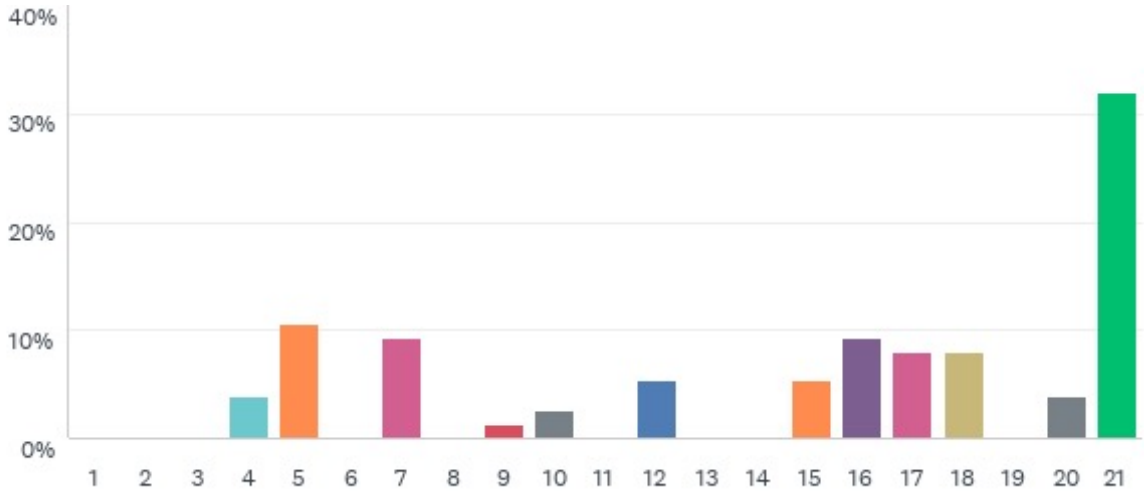
IBM: SkillsBuild

- Technology skills training at no cost
- Opportunity to earn professional badges

Appendix B: Survey Results – Business

Q1: What industry are you in?

Answered: 75 Skipped: 0



Q1: What industry are you in?

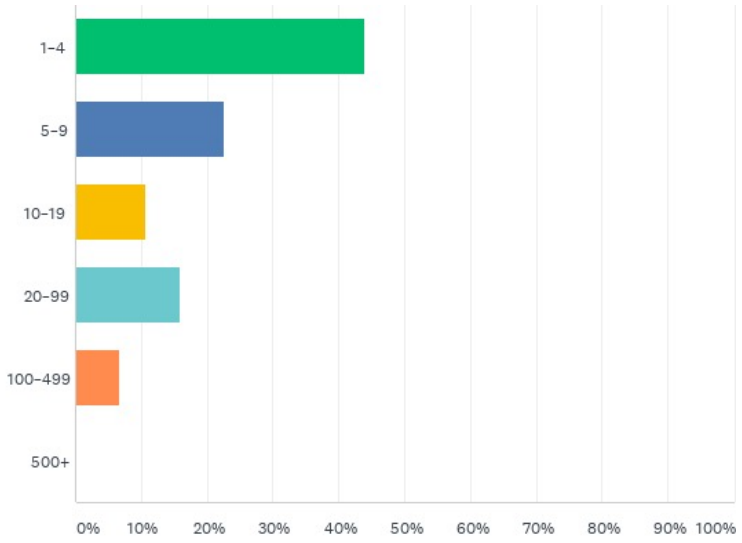
Answered: 75 Skipped: 0

ANSWER CHOICES	RESPONSES	
1-Agriculture	0%	0
2-Mining	0%	0
3-Utilities	0%	0
4-Construction	4%	3
5-Manufacturing	11%	8
6-Wholesale Trade	0%	0
7-Retail Trade	9%	7
8-Transportation	0%	0
9-Information	1%	1
10-Finance	3%	2
11-Real Estate	0%	0

ANSWER CHOICES	RESPONSES	
12-Professional/Scientific/Technical	5%	4
13-Management of Companies	0%	0
14-Administration & Support	0%	0
15-Education	5%	4
16-Health Care	9%	7
17-Arts/Entertainment	8%	6
18-Accommodation/Food Services	8%	6
19-Public Administration	0%	0
20-Other Services	4%	3
21-Other	32%	24
TOTAL		75

Q2: Including yourself, how many people did you employ before the pandemic?

Answered: 75 Skipped: 0



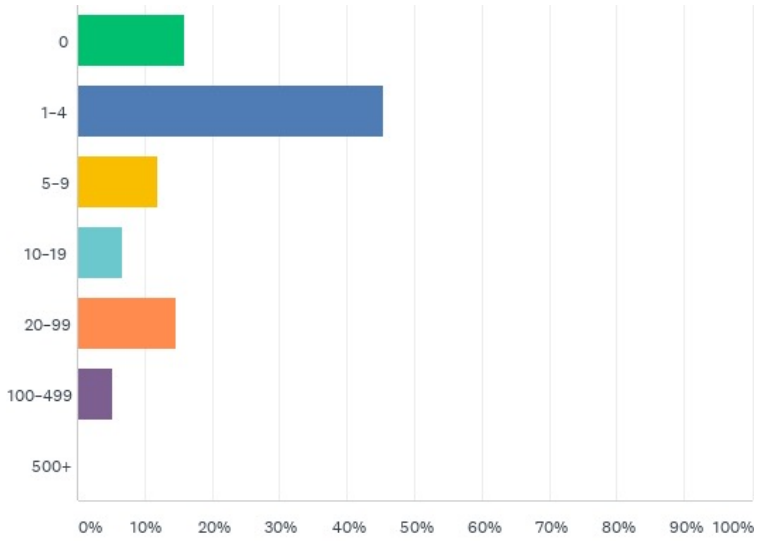
Q2: Including yourself, how many people did you employ before the pandemic?

Answered: 75 Skipped: 0

ANSWER CHOICES	RESPONSES	
1–4	44.00%	33
5–9	22.67%	17
10–19	10.67%	8
20–99	16.00%	12
100–499	6.67%	5
500+	0.00%	0
TOTAL		75

Q3: Including yourself, how many people do you employ now?

Answered: 75 Skipped: 0



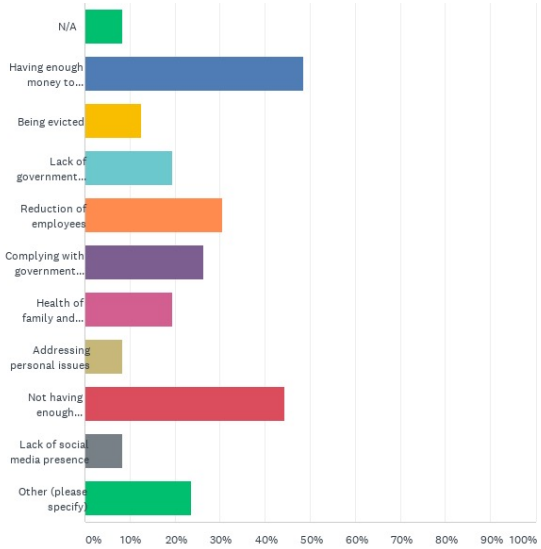
Q3: Including yourself, how many people do you employ now?

Answered: 75 Skipped: 0

ANSWER CHOICES	RESPONSES	
0	16.00%	12
1–4	45.33%	34
5–9	12.00%	9
10–19	6.67%	5
20–99	14.67%	11
100–499	5.33%	4
500+	0.00%	0
TOTAL		75

Q4: What are your greatest challenges now? [Check all that apply]

Answered: 72 Skipped: 3



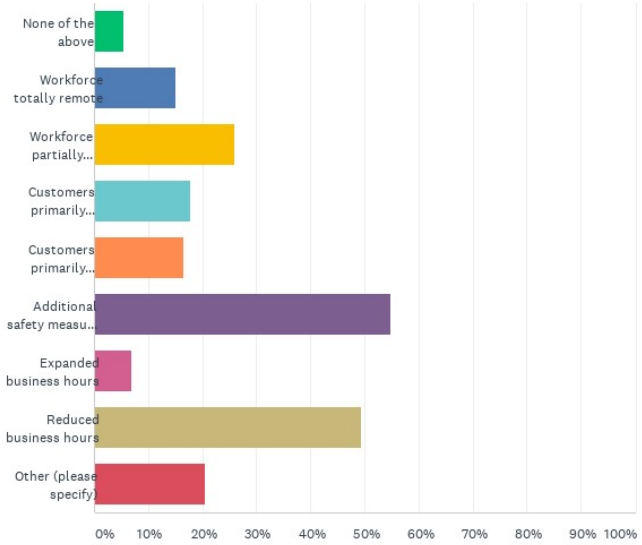
Q4: What are your greatest challenges now? [Check all that apply]

Answered: 72 Skipped: 3

ANSWER CHOICES	RESPONSES	
N/A	8.33%	6
Having enough money to survive	48.61%	35
Being evicted	12.50%	9
Lack of government support	19.44%	14
Reduction of employees	30.56%	22
Complying with government requirements	26.39%	19
Health of family and employees	19.44%	14
Addressing personal issues	8.33%	6
Not having enough customers	44.44%	32
Lack of social media presence	8.33%	6
Other (please specify)	23.61%	17
Total Respondents: 72		

Q7: How has the way you perform business changed since the pandemic began? [Check all that apply]

Answered: 73 Skipped: 2



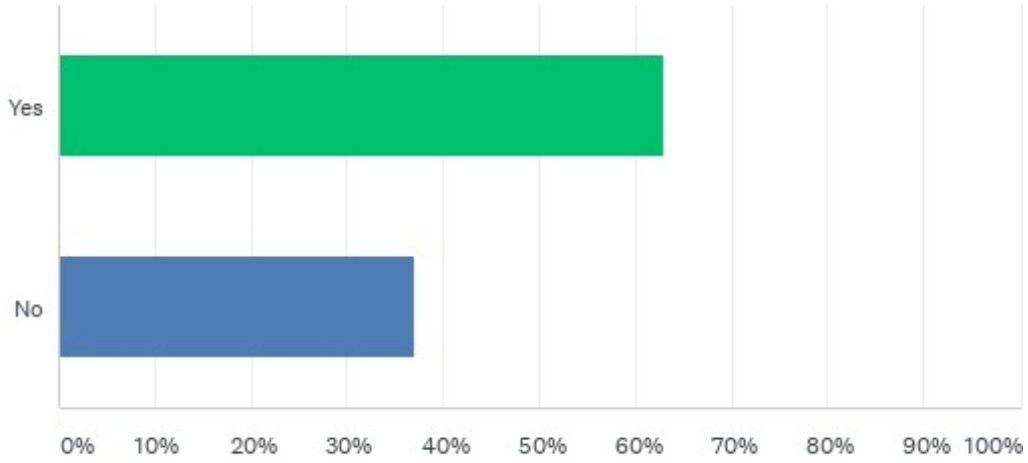
Q7: How has the way you perform business changed since the pandemic began? [Check all that apply]

Answered: 73 Skipped: 2

ANSWER CHOICES	RESPONSES	
None of the above	5.48%	4
Workforce totally remote	15.07%	11
Workforce partially remote	26.03%	19
Customers primarily access business via phone	17.81%	13
Customers primarily access business via website	16.44%	12
Additional safety measures implemented	54.79%	40
Expanded business hours	6.85%	5
Reduced business hours	49.32%	36
Other (please specify)	20.55%	15
Total Respondents: 73		

Q8: Has your business model changed as a result of the pandemic?

Answered: 73 Skipped: 2



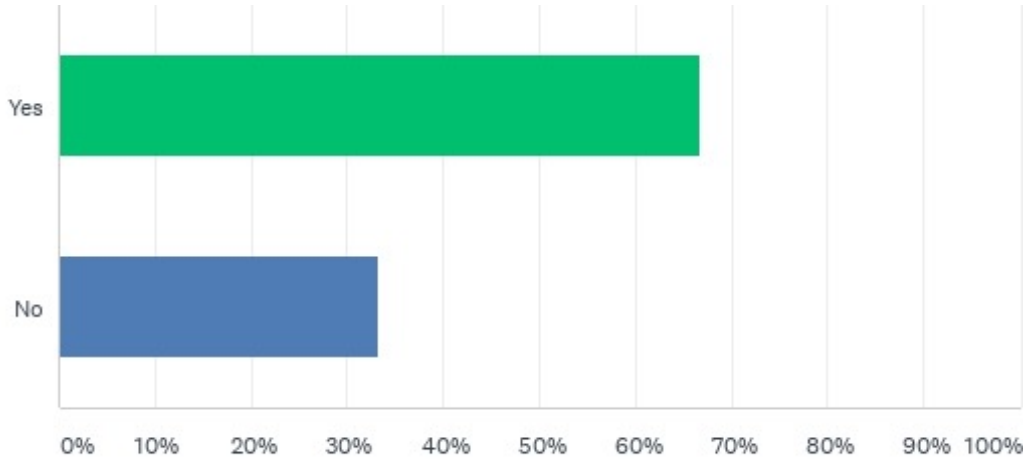
Q8: Has your business model changed as a result of the pandemic?

Answered: 73 Skipped: 2

ANSWER CHOICES	RESPONSES	
Yes	63.01%	46
No	36.99%	27
TOTAL		73

Q9: Has your business received any public or private financial assistance?

Answered: 75 Skipped: 0



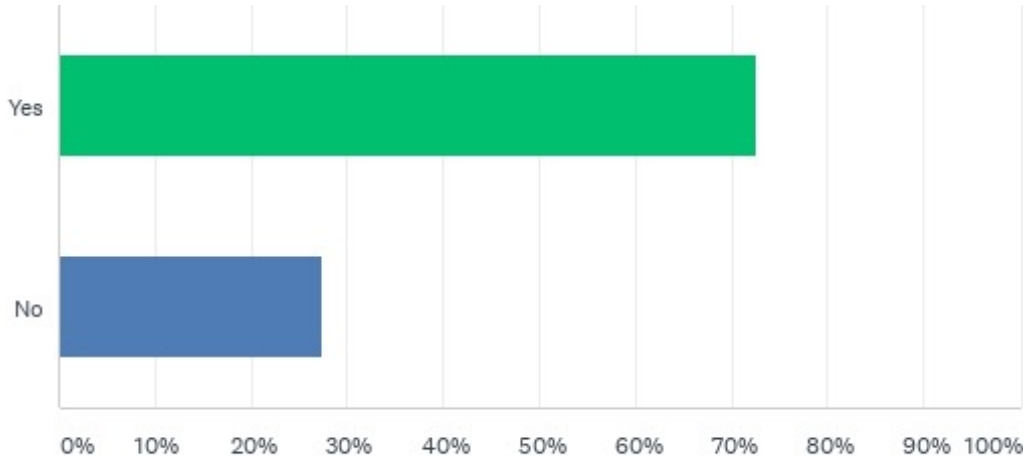
Q9: Has your business received any public or private financial assistance?

Answered: 75 Skipped: 0

ANSWER CHOICES	RESPONSES	
Yes	66.67%	50
No	33.33%	25
TOTAL		75

Q11: Has the pandemic threatened the viability of your business?

Answered: 73 Skipped: 2



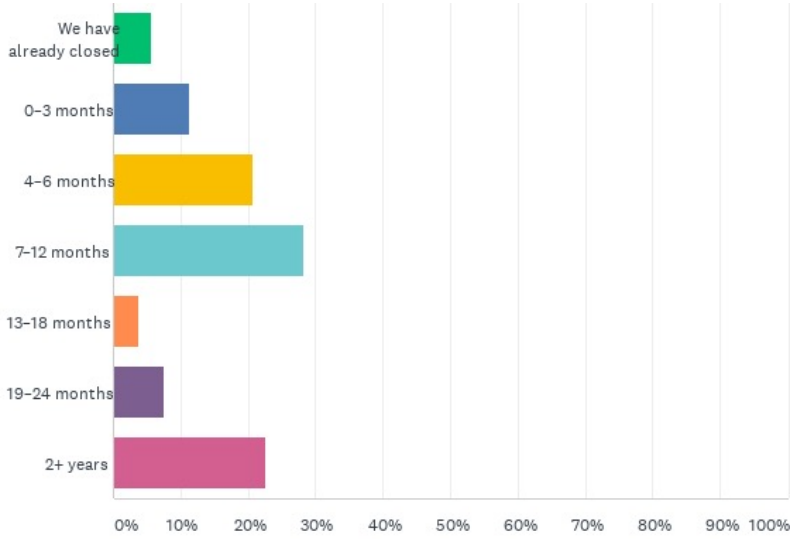
Q11: Has the pandemic threatened the viability of your business?

Answered: 73 Skipped: 2

ANSWER CHOICES	RESPONSES	
Yes	72.60%	53
No	27.40%	20
TOTAL		73

Q12: How long can your business survive "as is"?

Answered: 53 Skipped: 22



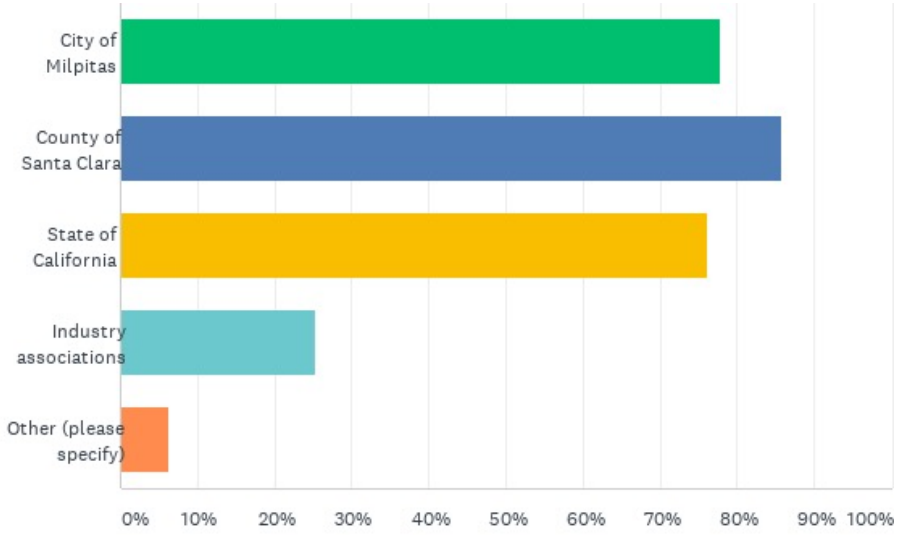
Q12: How long can your business survive "as is"?

Answered: 53 Skipped: 22

ANSWER CHOICES	RESPONSES	
We have already closed	5.66%	3
0–3 months	11.32%	6
4–6 months	20.75%	11
7–12 months	28.30%	15
13–18 months	3.77%	2
19–24 months	7.55%	4
2+ years	22.64%	12
TOTAL		53

Q13: Where do you obtain information for your business about the pandemic? [Check all that apply]

Answered: 63 Skipped: 12



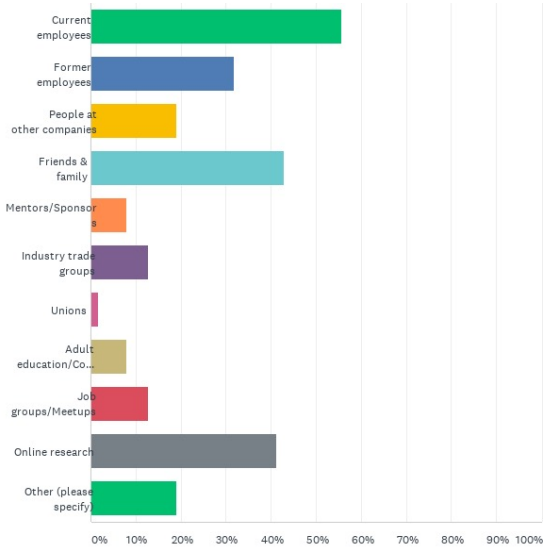
Q13: Where do you obtain information for your business about the pandemic? [Check all that apply]

Answered: 63 Skipped: 12

ANSWER CHOICES	RESPONSES	
City of Milpitas	77.78%	49
County of Santa Clara	85.71%	54
State of California	76.19%	48
Industry associations	25.40%	16
Other (please specify)	6.35%	4
Total Respondents: 63		

Q14: How do you find qualified job candidates? [Check all that apply]

Answered: 63 Skipped: 12



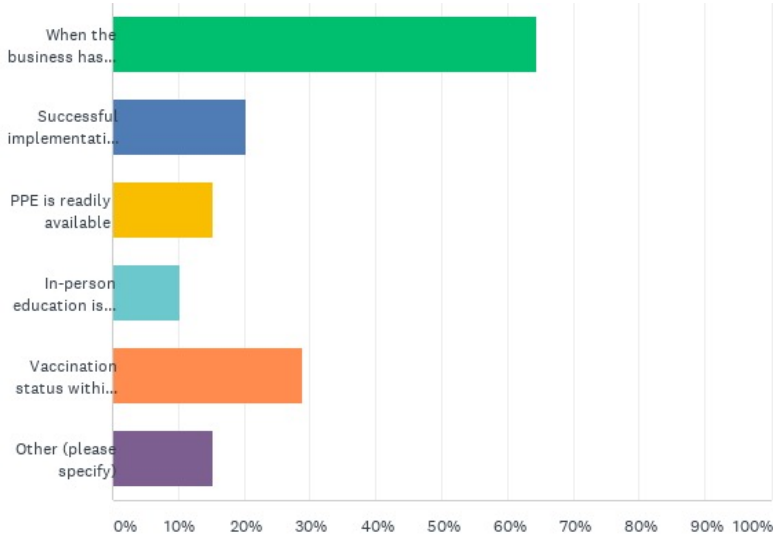
Q14: How do you find qualified job candidates? [Check all that apply]

Answered: 63 Skipped: 12

ANSWER CHOICES	RESPONSES	
Current employees	55.56%	35
Former employees	31.75%	20
People at other companies	19.05%	12
Friends & family	42.86%	27
Mentors/Sponsors	7.94%	5
Industry trade groups	12.70%	8
Unions	1.59%	1
Adult education/Community colleges	7.94%	5
Job groups/Meetups	12.70%	8
Online research	41.27%	26
Other (please specify)	19.05%	12
Total Respondents: 63		

Q15: What signals would indicate to you that it is time to rehire laid-off workers? [Check all that apply]

Answered: 59 Skipped: 16



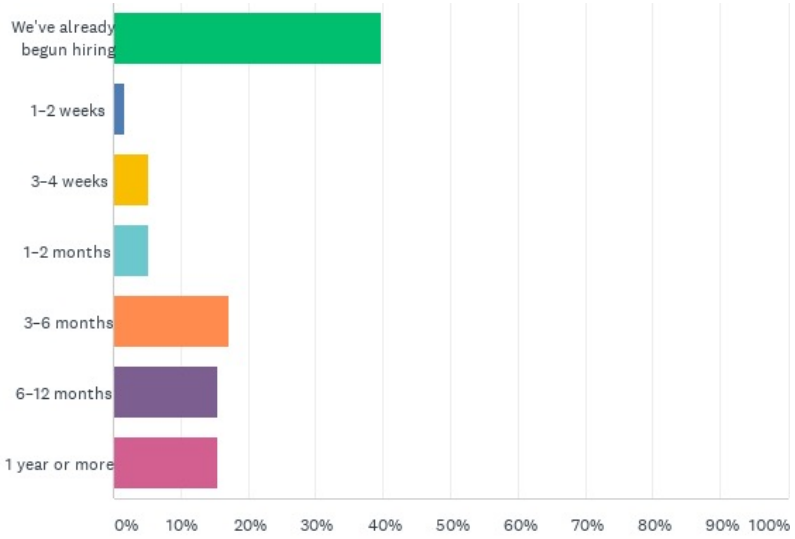
Q15: What signals would indicate to you that it is time to rehire laid-off workers? [Check all that apply]

Answered: 59 Skipped: 16

ANSWER CHOICES	RESPONSES	
When the business has sufficient revenue	64.41%	38
Successful implementation of Gov. Newsom's plan to "fully reopen" California's economy	20.34%	12
PPE is readily available	15.25%	9
In-person education is available for most students	10.17%	6
Vaccination status within the community	28.81%	17
Other (please specify)	15.25%	9
Total Respondents: 59		

Q16: Based upon what you know today (Spring 2021), when do you expect to begin hiring again?

Answered: 58 Skipped: 17



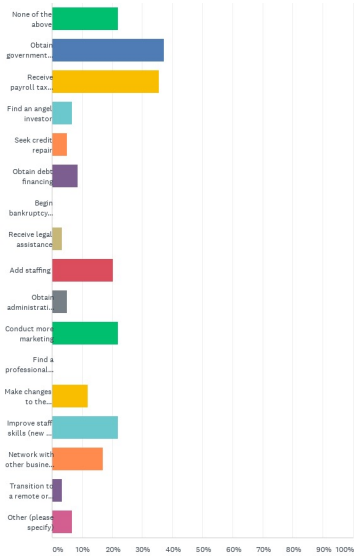
Q16: Based upon what you know today (Spring 2021), when do you expect to begin hiring again?

Answered: 58 Skipped: 17

ANSWER CHOICES	RESPONSES	
We've already begun hiring	39.66%	23
1–2 weeks	1.72%	1
3–4 weeks	5.17%	3
1–2 months	5.17%	3
3–6 months	17.24%	10
6–12 months	15.52%	9
1 year or more	15.52%	9
TOTAL		58

Q17: What will you need prior to rehiring in order to be successful? [Check all that apply]

Answered: 59 Skipped: 16



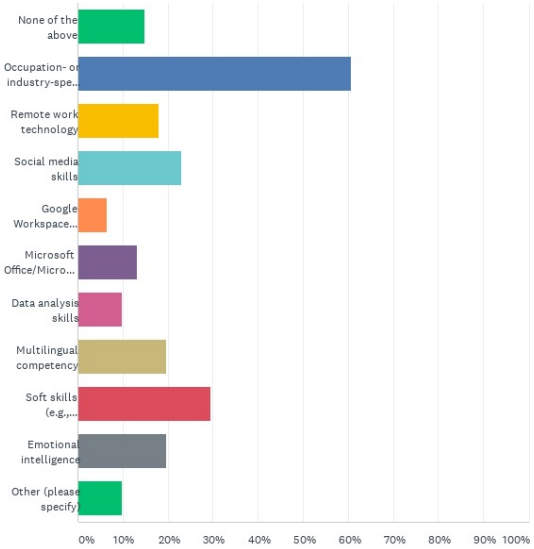
Q17: What will you need prior to rehiring in order to be successful? [Check all that apply]

Answered: 59 Skipped: 16

ANSWER CHOICES	RESPONSES	
None of the above	22.03%	13
Obtain government relief/support	37.29%	22
Receive payroll tax credit	35.59%	21
Find an angel investor	6.78%	4
Seek credit repair	5.08%	3
Obtain debt financing	8.47%	5
Begin bankruptcy recovery	0.00%	0
Receive legal assistance	3.39%	2
Add staffing	20.34%	12
Obtain administrative support	5.08%	3
Conduct more marketing	22.03%	13
Find a professional coach/mentor	0.00%	0
Make changes to the workplace (technical or physical infrastructure)	11.86%	7
Improve staff skills (new or different technologies)	22.03%	13
Network with other business owners	16.95%	10
Transition to a remote or hybrid operation	3.39%	2
Other (please specify)	6.78%	4
Total Respondents: 59		

Q18: What skills will your future employees and incumbent workers need? [Check all that apply]

Answered: 61 Skipped: 14



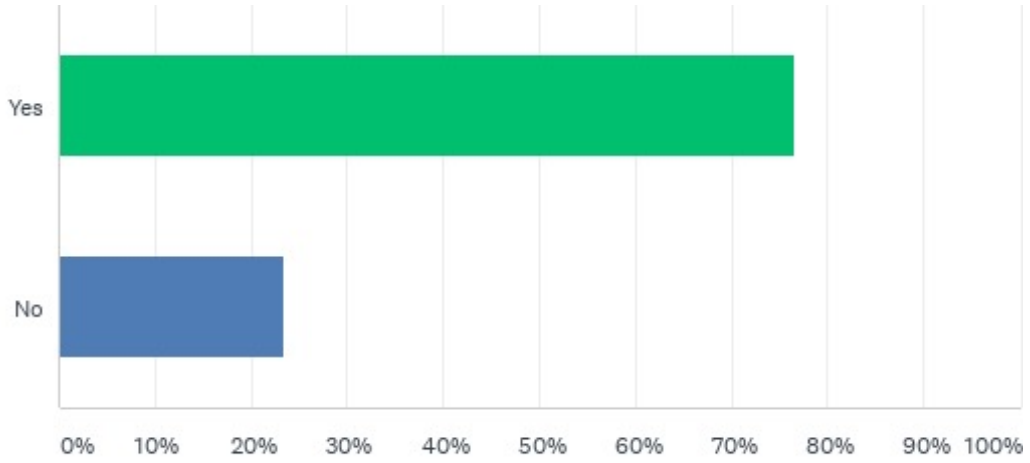
Q18: What skills will your future employees and incumbent workers need? [Check all that apply]

Answered: 61 Skipped: 14

ANSWER CHOICES	RESPONSES	
None of the above	14.75%	9
Occupation- or industry-specific skills	60.66%	37
Remote work technology	18.03%	11
Social media skills	22.95%	14
Google Workspace (formerly G-Suite)	6.56%	4
Microsoft Office/Microsoft 365	13.11%	8
Data analysis skills	9.84%	6
Multilingual competency	19.67%	12
Soft skills (e.g., leadership, adaptability, problem-solving)	29.51%	18
Emotional intelligence	19.67%	12
Other (please specify)	9.84%	6
Total Respondents: 61		

Q19: Do you plan to identify new employees the same way you've done in the past?

Answered: 60 Skipped: 15



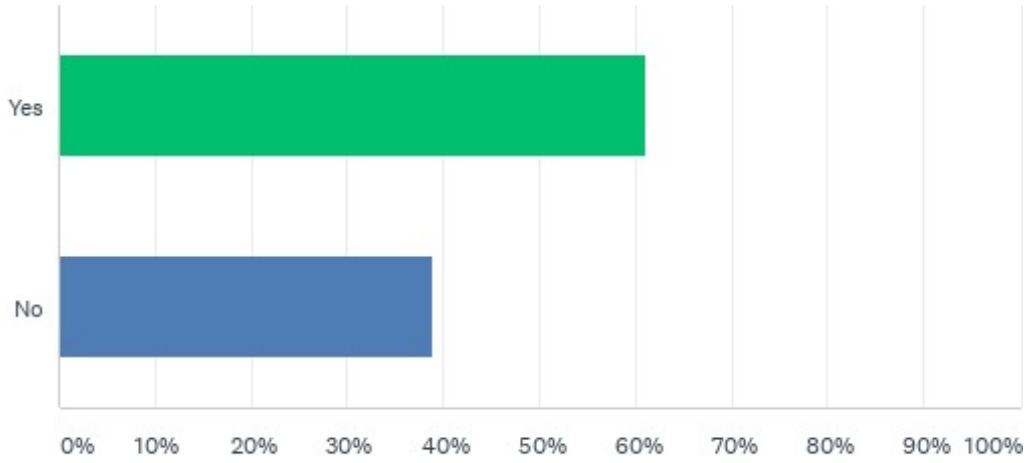
Q19: Do you plan to identify new employees the same way you've done in the past?

Answered: 60 Skipped: 15

ANSWER CHOICES	RESPONSES	
Yes	76.67%	46
No	23.33%	14
TOTAL		60

Q20: Do you plan to rehire past employees?

Answered: 59 Skipped: 16



Q20: Do you plan to rehire past employees?

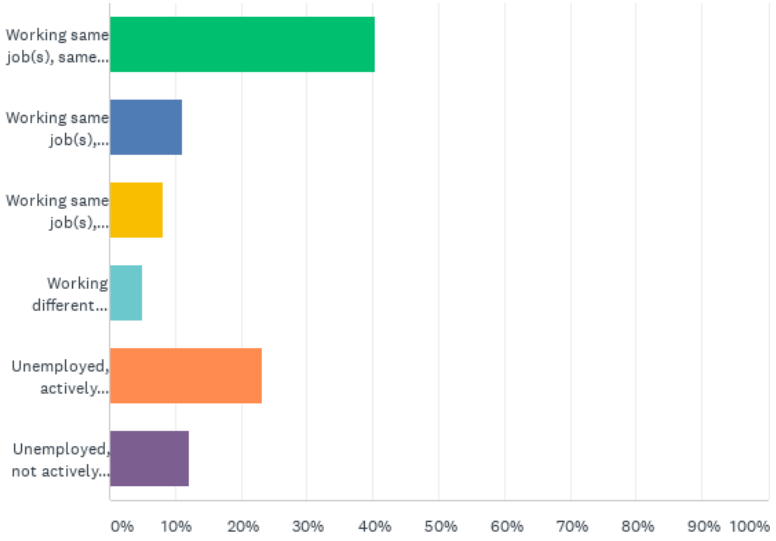
Answered: 59 Skipped: 16

ANSWER CHOICES	RESPONSES	
Yes	61.02%	36
No	38.98%	23
TOTAL		59

Appendix C: Survey Results – Residents

Q1: What is your current employment situation as compared to pre-pandemic?

Answered: 99 Skipped: 0



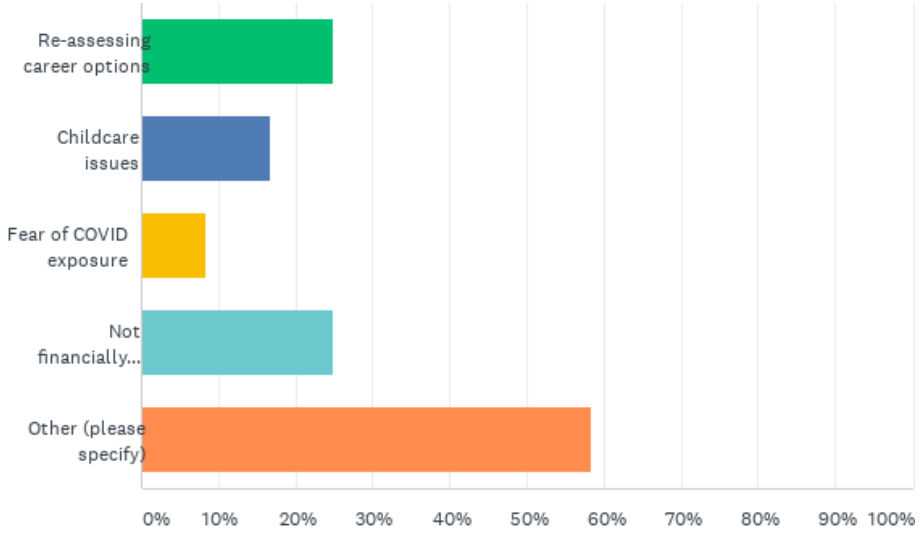
Q1: What is your current employment situation as compared to pre-pandemic?

Answered: 99 Skipped: 0

ANSWER CHOICES	RESPONSES	
Working same job(s), same hours	40.40%	40
Working same job(s), increased hours	11.11%	11
Working same job(s), decreased hours	8.08%	8
Working different job(s)	5.05%	5
Unemployed, actively looking for work	23.23%	23
Unemployed, not actively looking for work	12.12%	12
TOTAL		99

Q2: Why are you not actively looking for work? [Check all that apply]

Answered: 12 Skipped: 87



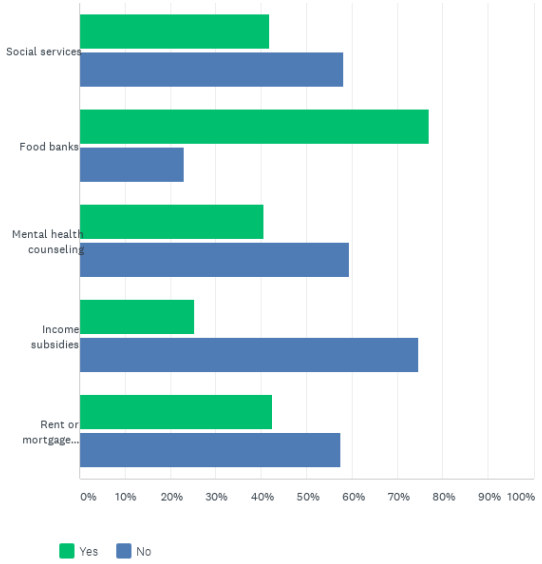
Q2: Why are you not actively looking for work? [Check all that apply]

Answered: 12 Skipped: 87

ANSWER CHOICES	RESPONSES	
Re-assessing career options	25.00%	3
Childcare issues	16.67%	2
Fear of COVID exposure	8.33%	1
Not financially compelled to return to work at this time	25.00%	3
Other (please specify)	58.33%	7
Total Respondents: 12		

Q3: Are you aware of the following emergency community resources?

Answered: 80 Skipped: 19



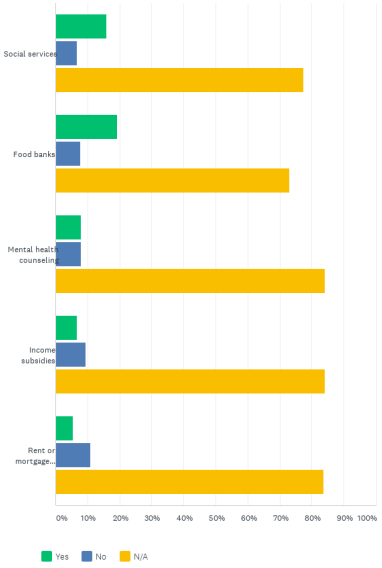
Q3: Are you aware of the following emergency community resources?

Answered: 80 Skipped: 19

	YES	NO	TOTAL
Social services	41.77% 33	58.23% 46	79
Food banks	76.92% 60	23.08% 18	78
Mental health counseling	40.51% 32	59.49% 47	79
Income subsidies	25.32% 20	74.68% 59	79
Rent or mortgage deferment	42.50% 34	57.50% 46	80

Q4: If you have accessed any of these resources, have they been helpful?

Answered: 78 Skipped: 21



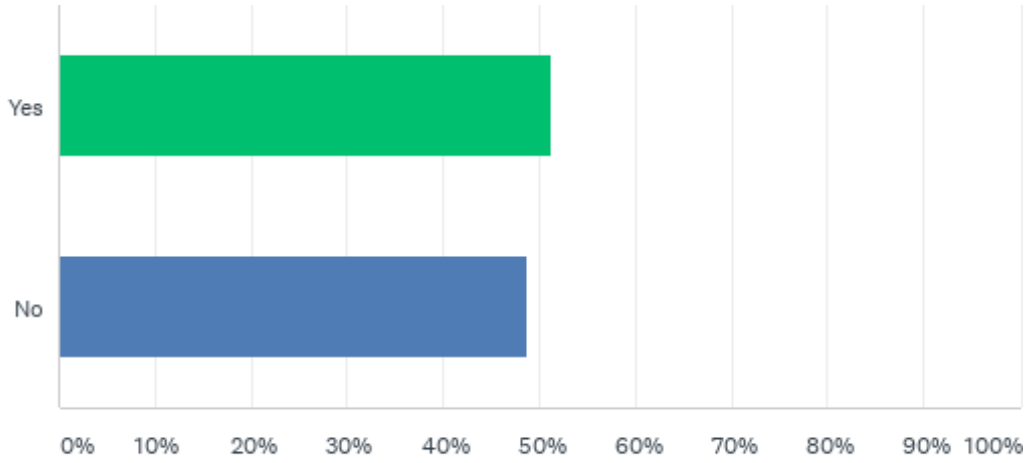
Q4: If you have accessed any of these resources, have they been helpful?

Answered: 78 Skipped: 21

	YES	NO	N/A	TOTAL	WEIGHTED AVERAGE
Social services	16.00% 12	6.67% 5	77.33% 58	75	0.71
Food banks	19.23% 15	7.69% 6	73.08% 57	78	0.71
Mental health counseling	8.00% 6	8.00% 6	84.00% 63	75	0.50
Income subsidies	6.67% 5	9.33% 7	84.00% 63	75	0.42
Rent or mortgage deferment	5.41% 4	10.81% 8	83.78% 62	74	0.33

Q6: Are you interested in retraining or gaining new work skills?

Answered: 82 Skipped: 17



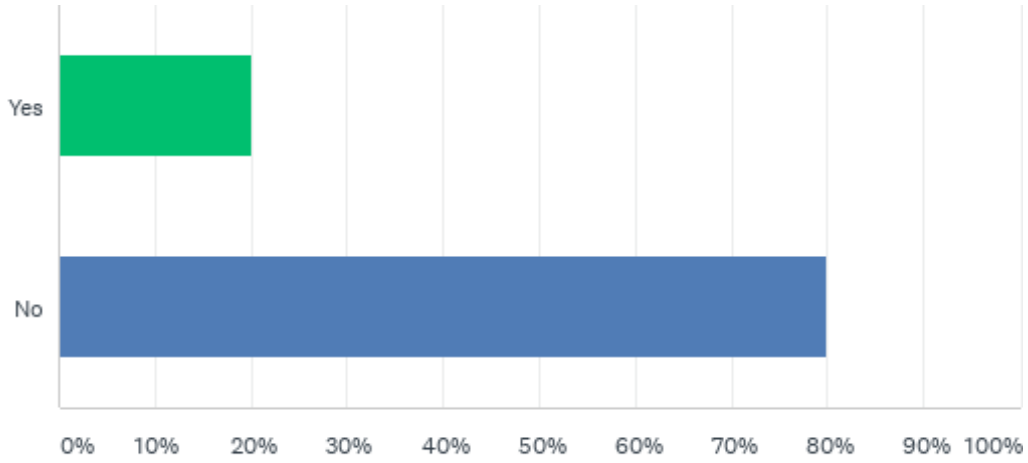
Q6: Are you interested in retraining or gaining new work skills?

Answered: 82 Skipped: 17

ANSWER CHOICES	RESPONSES	
Yes	51.22%	42
No	48.78%	40
TOTAL		82

skills training — available at no cost through NOVAworks job centers?

Answered: 40 Skipped: 59



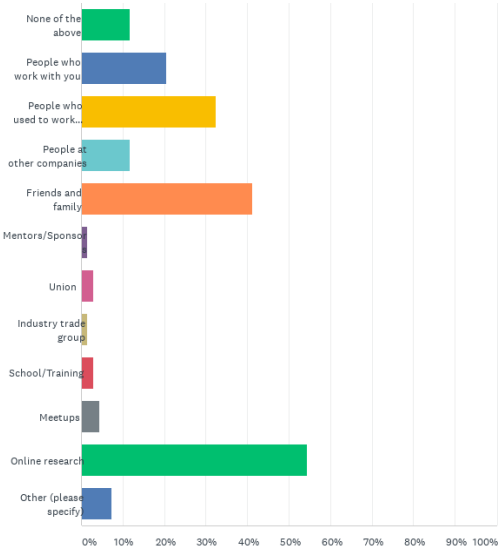
skills training — available at no cost through NOVAworks job centers?

Answered: 40 Skipped: 59

ANSWER CHOICES	RESPONSES	
Yes	20.00%	8
No	80.00%	32
TOTAL		40

Q8: How do you find out about job opportunities? [Select up to three]

Answered: 68 Skipped: 31



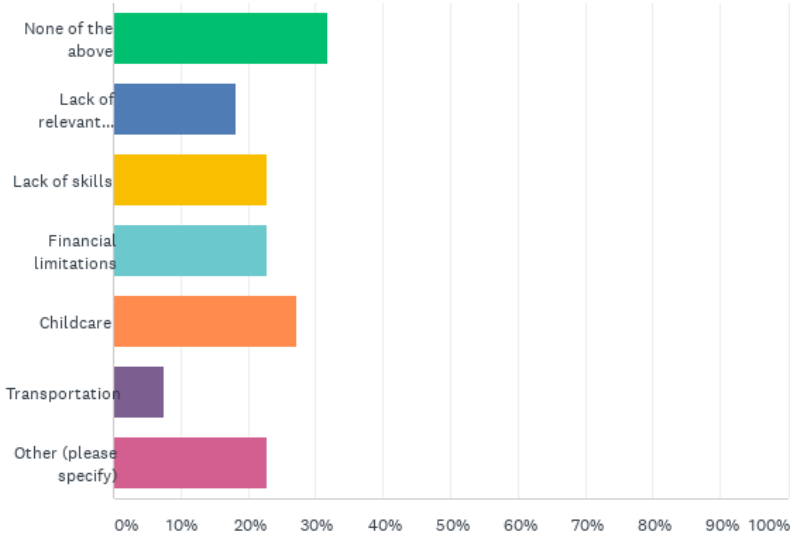
Q8: How do you find out about job opportunities? [Select up to three]

Answered: 68 Skipped: 31

ANSWER CHOICES	RESPONSES	
None of the above	11.76%	8
People who work with you	20.59%	14
People who used to work with you	32.35%	22
People at other companies	11.76%	8
Friends and family	41.18%	28
Mentors/Sponsors	1.47%	1
Union	2.94%	2
Industry trade group	1.47%	1
School/Training	2.94%	2
Meetups	4.41%	3
Online research	54.41%	37
Other (please specify)	7.35%	5
Total Respondents: 68		

Q10: What are the issues that keep you from achieving your professional goals? [Select all that apply]

Answered: 66 Skipped: 33



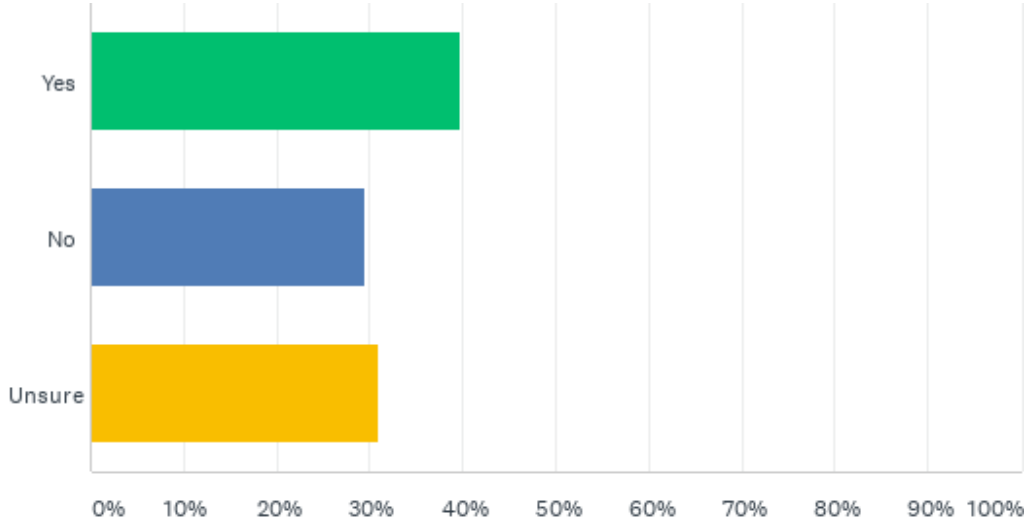
Q10: What are the issues that keep you from achieving your professional goals? [Select all that apply]

Answered: 66 Skipped: 33

ANSWER CHOICES	RESPONSES	
None of the above	31.82%	21
Lack of relevant education	18.18%	12
Lack of skills	22.73%	15
Financial limitations	22.73%	15
Childcare	27.27%	18
Transportation	7.58%	5
Other (please specify)	22.73%	15
Total Respondents: 66		

Q11: Would you be interested in sharing and receiving job-search information through an established network of job seekers?

Answered: 68 Skipped: 31



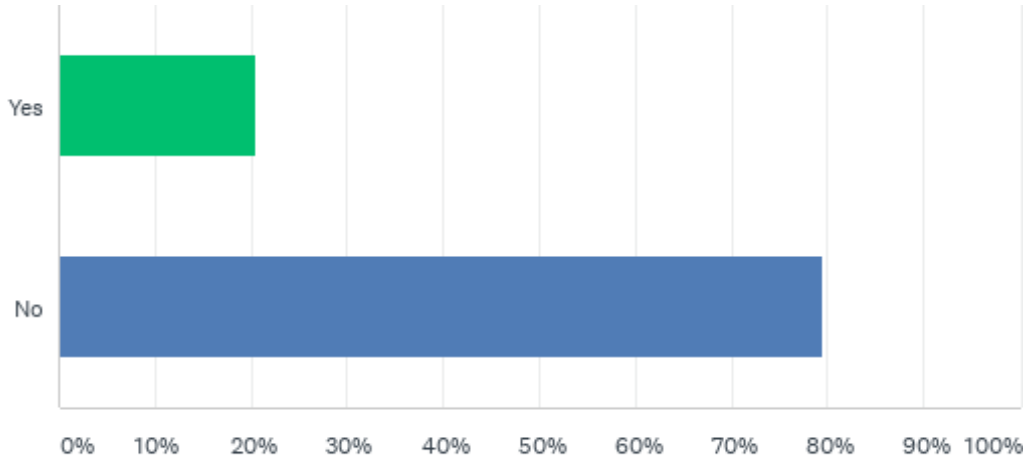
Q11: Would you be interested in sharing and receiving job-search information through an established network of job seekers?

Answered: 68 Skipped: 31

ANSWER CHOICES	RESPONSES	
Yes	39.71%	27
No	29.41%	20
Unsure	30.88%	21
TOTAL		68

Q12: Has a youth or young adult in your household been laid off or lost work hours as a result of the pandemic?

Answered: 68 Skipped: 31



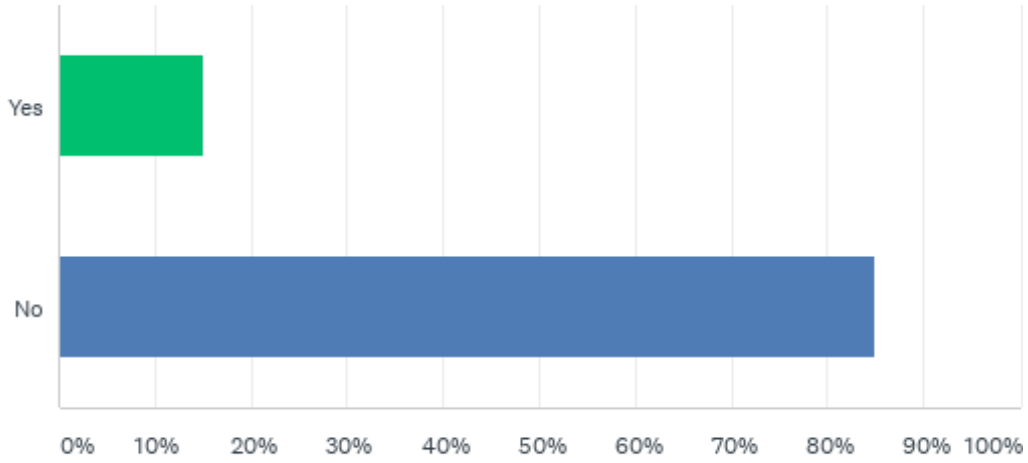
Q12: Has a youth or young adult in your household been laid off or lost work hours as a result of the pandemic?

Answered: 68 Skipped: 31

ANSWER CHOICES	RESPONSES	
Yes	20.59%	14
No	79.41%	54
TOTAL		68

Q14: Has a youth or young adult in your household lost an internship opportunity as a result of the pandemic?

Answered: 66 Skipped: 33



Q14: Has a youth or young adult in your household lost an internship opportunity as a result of the pandemic?

Answered: 66 Skipped: 33

ANSWER CHOICES	RESPONSES	
Yes	15.15%	10
No	84.85%	56
TOTAL		66

City of Milpitas
COVID-19 Workforce Recovery Program
Stakeholder Working Group Roster

1. Ms. Cheryl Jordan – Superintendent at Milpitas Unified School District
2. Mr. Chris Horton – Regional Lending Manager at NorCal SBDC
3. Mr. Daniel Hunter – Co-founder of Yoshi
4. Ms. Juliette Gomez – City of Milpitas Economic Development and Trade Commissioner
5. Dr. Maniphone Dickerson – Business and Workforce Development Division Dean at Evergreen Valley College
6. Ms. MariCris Benitez – Milpitas Executive Lions Club
7. Mr. Robert Jung – Board Member of Milpitas Chamber of Commerce
8. Mr. Sal San Filippo – General Manager of Garden City/Milpitas Sanitation
9. Mr. Steve Belong – Business Representative at IUPAT District Council 16
10. Mr. Casey McNeil – City of Milpitas Economic Development and Trade Commissioner (Alternate Stakeholder)
11. Mr. Chris Norwood – City of Milpitas Economic Development and Trade Commissioner (Alternate Stakeholder)

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Receive a report on the proposed project proposal for low and moderate income housing at Turing Apartments through a California Statewide Communities Development Authority program and provide direction to staff on next steps, if any.
Category:	Community Development
Meeting Date:	10/19/2021
Staff Contact:	**Ashwini Kantak, Assistant City Manager, 408-586-3053** **Sharon Goei, Building Safety and Housing Director, 408-586-3260**
Recommendations:	1. Receive follow-up information on the proposed project proposal for low and moderate income housing at Turing Apartments through a California Statewide Communities Development Authority program. 2. If Council wishes to pursue the proposed project, staff recommends Council(a) require project team to provide needed funding for additional staff, City Attorney, and consultant resources; (b) direct staff to bring back a framework and goals for this type of a moderate income housing program for Council consideration based on staff recommendations and Council input; and (c) direct staff to work with the project team on an agreement that is consistent with the approved framework and goals for a moderate income housing program.

Background:
In June 2021, Council directed staff to analyze a proposal to join the Community Improvement Authority (Authority), an affiliate of the California Statewide Communities Development Authority (CSCDA), and to support the purchase of the Turing Apartments for the purpose of converting the 371-unit market rate project to moderate income housing.

On September 21, the City Council received a presentation, including findings and preliminary recommendations, on the project proposal. Here is the link to the September 21 Staff Report and it is also included as Attachment 1.

Council directed the CSCDA team to return to the City Council in October with a revised proposal that would address staff recommendations including deepening affordability levels, increasing capital investment and improving numbers across the board. Some Councilmembers also noted their desire for community outreach.

Analysis:
The CSCDA team submitted a preliminary revised proposal on October 8, however some additional clarification was requested by staff, which was provided on October 13 (See Attachment 2). Staff has not completed its in-depth analysis.

If Council directs staff to continue work on this proposal, additional funding for consultant and City Attorney services will be required from the project team.

Additionally, staff has also spent a substantial amount of time on this proposed project and if additional staff work is required, the work will not be able to continue on an accelerated timeline since there are many other Council priority projects, including those with federal and state mandated deadlines, that need to be completed.

Key Areas that were recommended by staff and deemed important by Council are:

1. **Affordability**
    a. Rents higher than market rate apartments in Milpitas
    b. Different income eligibility for California Department of Housing and Community Development (HCD) and CSCDA
    c. Units do not count towards City's Regional Housing Needs Allocation (RHNA) numbers, no new housing stock added

2. **Financial Assumptions**
    a. Assumptions are too optimistic; more conservative assumptions could result in significantly decreased Return on Investment (ROI). A 3% rent increase assumption is not realistic, based on historical data in Milpitas and rent increase restrictions related to the Area Median Income. This is important since City will be foregoing property taxes and may not reap the benefits as projected.

3. **Level of Capital Investment**
    a. Capital investment was initially based on a 12-year condition report, not on life of project/bond term; this has since been updated.

4. **Transparency and Oversight**
    a. City does not control rental rates, implementation of affordability covenants, timing of re-financing, if any, and appropriate maintenance of asset.

A few additional items of note are as follows:

1. The current agreements do not include any performance metrics or enforcement mechanisms in favor of the City.

2. Cash flow projections and proforma are based on assumptions regarding tenant turnover, however, since existing tenants are not asked to leave and the rents are higher than market-rate, the likelihood of a turnover to low and moderate income households within a three year timeframe appears highly unlikely. In fact, once rents are reduced one would expect less tenant turnover as with other rent controlled projects.

3. Also, the process of tenant selection when a unit becomes vacant is not clearly defined. It could take several years for the project to serve the tenant population that is at the 60-80% AMI and the 80-100% AMI.

4. There are no enforceable metrics associated with the level of affordability. Thus, it is important for the City to negotiate terms that will provide true affordability in exchange for foregoing property taxes and vehicle license fees so as to ensure that the project does not inadvertently just provide rent control for luxury apartments at the expense of City property tax revenues.

Information about how the revised proposal addresses the preliminary recommendations discussed by Council on September 21 is noted below. An updated analysis by the consultant is included as Attachment 3.

1. The <u>rent reductions should be set at levels that are below market rate levels in Milpitas</u> so that the Project truly delivers enhanced affordability. The proposed rent levels exceed average market rate

rental rates, which largely nullifies the argument that the Project will meaningfully enhance the affordability of apartments in Milpitas.
The revised proposal does not address this recommendation.

2. Rent and income restrictions contained in the Regulatory Agreement should conform to the California Department of Housing and Community Development (HCD) income limits. As proposed, the rent and income formulas are not consistent with the HCD formulas and result in significantly higher rents than what would be permitted by HCD.
The revised proposal does not address this recommendation. The revised proposal does reduce the allowable maximum rents based on 30% of income versus 35% of income but it still does not align with HCD formulas.

3. The Property Condition Report should address the Project's needs for a 34-year term and the Project's financing plan provide funding to cover the anticipated capital improvement costs over the 34-year term. The draft property condition report only addresses 12 years of needs. The proposed annual contributions for capital improvements appears to be inadequate.
The revised proposal includes an updated Property Condition Report based on the 35 year term and the capital investment has been increased from $7.6 million to $11.8 million in 2021 dollars. However, this increase is made possible by making cash flow projections more favorable in two primary ways – increased current rent assumptions and decreased vacancy rate projections in the first three years of the project. Staff has already noted concerns about previously proposed cash flow projections and these changes appear to further exacerbate these concerns.

4. Any refinancing of Project debt should be subject to the City's approval.
The project team is amenable to this recommendation in concept; however, this will require staff and City Attorney coordination with CSCDA. Staff is recommending that performance metrics, remedies and consequences of not meeting those metrics be included in the agreement.

5. The Project should be required to submit proposed rent increases to the City's approval to ensure that the affordability restrictions are enforced.
The revised proposal does not address this recommendation. The project team has noted concerns with this recommendation.

6. The Project should be required to submit an annual report to the City demonstrating that the affordability covenants are being properly implemented and enforced and meeting the identified affordability goals.
The project team is amenable to this recommendation in concept; however, this will require staff and City Attorney coordination with CSCDA. Staff is recommending that performance metrics, remedies and consequences of not meeting those metrics be included in the agreement.

7. The Administrator should be obligated to certify that the affordability covenants are being properly implemented and enforced to meet the agreed upon affordability goals.
The project team is amenable to this recommendation in concept; however, this will require staff and City Attorney coordination with CSCDA. Staff is recommending that performance metrics, remedies and consequences of not meeting those metrics be included in the agreement.

8. The Project's cash flow projection should be based on more conservative assumptions to reduce the level of risk and provide greater assurance for long-term viability.

The revised proposal does not address this recommendation rather, the assumptions are increasing risk as noted in Item #3.

9. The bond underwriting assumptions should be reviewed by an underwriter retained by the City and the City's Financial Advisor to ensure that the financial structure is sound and consistent with industry standards for multifamily revenue bonds and is appropriate for the City's participation, as well as review the City purchase option price and evaluate if the project can recoup the substantial lost property tax revenue.
   The project team has advised that the City should rely on the underwriter retained by them; this does not address the recommendation of review by an underwriter hired by the City.

10. Greystar (Manager) should be required to submit its tenant selection plan, maintenance plan, staffing plan and marketing plan for the City's review and approval.
    The project team is amenable to this recommendation in concept; however, this will require staff and City Attorney coordination with CSCDA on specific agreement terms. Staff is recommending that in order to ensure the project meets the City's affordability goals, performance metrics, remedies and consequences of not meeting those metrics be included in the agreement.

11. Greystar (Manager) should be required to submit annual reports on the Project's operations, including the Project's rent roll, that clearly track the annual increase in rental rates, operating expenses, capital improvements, vacancy rates, bond interest and redemption payments, and all bond specific payments.
    The project team is amenable to this recommendation in concept; however, this will require staff and City Attorney coordination with CSCDA. Staff is recommending that performance metrics, remedies and consequences of not meeting those metrics be included in the agreement.

12. In addition to the preliminary recommendations developed by the consultant, the City should consider entering into an agreement with the project team so as to clearly capture the roles of the project team and the City through the term of the bond and describe process for enforcement.
    The project team has indicated that the Public Benefit Agreement could be amended to address this recommendation; however, this will require staff and City Attorney coordination with CSCDA. Staff is recommending that performance metrics, remedies and consequences of not meeting those metrics be included in the agreement.

In addition to the responses noted above, the project team has proposed local preference guidelines so as to enable a preference to households which include one or more persons who are employed by a public school district or public higher education institution within the City of Milpitas. **This will require further analysis by the City Attorney to evaluate risk of implementation and compliance with State and federal fair housing laws.**

The project team conducted community outreach at the Milpitas Chamber of Commerce and at Turing Apartments. Information about the community input received will be presented by the project team at the Council meeting.

If Council wishes to pursue this proposed project, there are several actions that will need to undertaken prior to approval of the project. Also, some of these actions will be applicable for any similar types of projects that may be brought to the Council for consideration.

1. **Authorization of funding for additional staff, Attorney, and consultant resources**
   As noted in the September 21 staff report, staff resources are already fully committed to delivering existing services and programs as well as several new programs and initiatives added because of

increased federal funding and other Council funded priorities. If Council provides direction for staff to continue to work on this project as well as other similar projects, staff will need to bring back a discussion to Council on the need for additional resources and prioritization of other workplan items. It is important to note that staff may not be able to pause work on many of the work plan items since there are state and federal requirements and deadlines associated with those work plan items.

Additionally, based on the recommendations, the services of the City Attorney and a third party financial advisor will also be needed. To date the project team has paid for consultant services provided by KMA but has not paid for staff or City Attorney time. If Council provides direction to move forward with additional work on the proposed project, additional funding will have to be provided for by the project team.

2. **Develop City goals and framework for this type of program and bring back for Council consideration**
   Since the proposed project will be providing a substantial City subsidy with the foregoing of approximately $15.4 million in property tax and vehicle license fee revenues over 30 years, staff recommends developing specific goals and a framework for decision making for this type of project. A framework with goals could include the following:
   a. Percentage of low and moderate income units for each project with a timeline for meeting that percentage
   b. Alignment with City's Housing goals, including RHNA numbers
   c. Condition of asset and proposed improvements
   d. Number of year that bonds need to be paid off by
   e. Amount of lost City revenue
   f. Types of performance metrics and consequences of not meeting those metrics
   g. Level of oversight and enforcement and remedies
   h. Establishment of associated fees to be paid for by the project to provide oversight and enforcement

3. **Work with the project team to develop an agreement that meets the Council approved goals**
   The proposed Public Benefit Agreement submitted by the project team only addresses the purchase of the asset by the City. Staff and the City Attorney will need to work with the project team on agreement terms that align with approved City goals and framework for this type of program.

Policy Alternative:
Not Applicable

Fiscal Impact:
Although the consultant costs to date have been paid for by the Owner, staff has spent a substantial amount of time working with the consultant and project team. Any additional work on this project will require additional funding for staff and City Attorney time as well as for a financial consultant.

If the City moves forward with this proposed project, over a 30-year period, it is estimated that the City would forego a total of $15.4 million (or approximately $9.7 million in 2021 dollars) of property tax revenue, comprised of $12.4 million of ad valorem property tax revenue and $3.0 million of property tax in-lieu of vehicle license fee revenues from the state that are linked to taxable assessed property values.

Including all taxing agencies, foregone tax revenues would approximate $92.9 million over a 30-year period.

Property tax is the City's General Fund top revenue source, representing 37% of total revenues. Property taxes are therefore used to provide vital City services. Any agreement to reduce City property tax revenue for 30+ years will have City service level ramifications.

At the end of the bond term, the project team has suggested that the City may be able to recoup this lost revenue. However, project performance assumptions appear optimistic, which causes the risk of overstating

the net return to the City. This proposed agreement does not guarantee the City would recover the $15.4 million of property tax foregone.

California Environmental Quality Act:
This item is not a Project under CEQA in accordance with CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) as it can be seen with certainty that a general discussion of funding priorities by the City Council will not have a significant effect on the environment. Further, the item is also not a Project pursuant to CEQA Guidelines Section 15378(b)(4) as it is a government fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

Recommendations

1. Receive follow-up information on the proposed project proposal for low and moderate income housing at Turing Apartments through a California Statewide Communities Development Authority program.
2. If Council wishes to pursue the proposed project, staff recommends Council (a) require project team to provide needed funding for additional staff, City Attorney, and consultant resources, (b) direct staff to bring back a framework and goals for this type of a moderate income housing program for Council consideration based on staff recommendations and Council input, and (c) direct staff to work with the project team on an agreement that is consistent with the approved framework and goals for a moderate income housing program.

Attachments:
Attachment 1 – September 21 Agenda Report
Attachment 2 – Response letter from CSCDA and Waterford
Attachment 3 – Consultant (KMA) analysis of revised project proposal

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Receive a report on the proposed project proposal for moderate income housing at Turing Apartments through a California Statewide Communities Development Authority program and provide direction to staff on next steps, if any.
Category:	Leadership and Support Services
Meeting Date:	9/21/2021
Staff Contact:	**Ashwini Kantak, Assistant City Manager, 408-586-3053** **Sharon Goei, Building Safety and Housing Director, 408-586-3260**
Recommendations:	1. Receive a report on the proposed project proposal for moderate income housing at Turing Apartments through a California Statewide Communities Development Authority program. 2. If Council wishes to pursue the proposed project, (a) provide input to staff on the preliminary recommendations; (b) direct staff to bring back a framework and goals for this type of a moderate income housing program for Council consideration based on staff recommendations and Council input, and (c) direct staff to bring back for Council consideration along with a revised project proposal consistent with the framework and goals for a moderate income housing program.

Executive Summary

In June 2021, Council directed staff to analyze a proposal to join the Community Improvement Authority (Authority), an affiliate of the California Statewide Communities Development Authority (CSCDA), and to support the purchase of the Turing Apartments for the purpose of converting the 371-unit market rate project to moderate income housing.

This program is premised on providing potential benefits that include: creating moderate income housing; providing management and oversight of the project without City resources; and providing a valuable asset to the City at the end of the bond term. However, it is important for the Council to look at the assumptions of the project as well as consider implications of no City oversight, control, or assurance of affordability, for a project that will be indirectly associated with the City and could be a City asset in the future.

The consultant and staff note four key areas for Council consideration and discussion:

1. Level of affordability;
2. Financial projections and assumptions;
3. Level of capital investment; and
4. Transparency and oversight.

As an example with Level of Affordability, the proposed discounts to current rents at the Turing Apartments would still place the rents higher than the market rents. Furthermore, if the rate of rent increases is adjusted to be in line with past historical trends, the value of the asset at the end of the bond term becomes significantly lower than projected by the project team. Also, since the City will be receiving the asset in “as-is” condition after the bonds are paid off, it is important to ensure that the asset will be maintained in good condition; the

planned dollars for capital investment are not based on a project condition report for the term of the bond. Lastly, since the City does not have a role in oversight and management of the project, it will be important to require adequate transparency, reporting, and oversight on how the affordability covenants are implemented and enforced and how the property is managed.

Another area of consideration for Council is the impact to the General Fund. Over a 30-year period, it is estimated that the City would forego a total of $15.4 million ($9.7 million in 2021 dollars) of property tax revenue, comprised of $12.4 million of ad valorem property tax revenue and $3 million of property tax in-lieu of vehicle license fee revenues from the state that are linked to taxable assessed property values. Other taxing entities would forgo a total of approximately $77.5 million in property tax revenue. Thus, including all taxing agencies, foregone tax revenues would approximate $92.9 million over a 30-year period. The City would not be responsible for repaying the revenues forgone by the other taxing entities. Staff also notes that the analysis of the proposed project required a significant amount of staff resources. If Council directs additional work on this project or other similar moderate income housing programs, staff will need to bring back information on costs for additional resources and impacts on other workplan items for Council direction.

If Council wishes to pursue this specific project, staff recommends follow up on the preliminary recommendations as a next step. Additionally, staff recommends developing a framework and goals for a moderate income program, based on staff recommendations and Council input, and bringing back a revised proposal for Council consideration, consistent with the framework and goals for a moderate income housing program.

Background:

The greater Bay Area is experiencing a housing crisis of unaffordability. As home prices and rents continue to increase, the result has disproportionately affected long term, lower income residents in Milpitas who do not have the financial resources to remain in the area. The City Council has taken measures to minimize the impact of the overall housing crisis by providing direct aid to Milpitas residents and families and adopting policies to increase affordable housing.

For example, in late 2019, the Milpitas Rent Relief Program began as a pilot program to aid renters experiencing emergency housing assistance needs. Its prescient formation was instrumental in delivering immediate aid to those most affected by COVID-19, as other jurisdictions were in the process of creating similar programs. To date, the program has provided assistance to over 100 families with over 300 Milpitas residents.

Other similar programs adopted by the Council are intended to ensure that Milpitas residents avoid displacement and are protected from the rising cost of housing. Some examples include the Rent Review and Just Cause Eviction Protection Urgency Ordinances, housing services funded by Community Development Block Grants, and a new Mortgage Relief Program and expanded Rent Relief Program eligibility to be created with the American Rescue Plan Act funding.

For affordable housing production, the City Council adopted an inclusionary ordinance in 2018 to increase the supply of affordable units in the community. Currently, the City has approximately 50 moderate-income units that are projected to be built in the next few years. While this helps, it is not sufficient to meet the Regional Housing Needs Allocation goal of 565 units in the moderate-income category. State financing tools for moderate-income rental housing are also limited. For the next Regional Housing Needs Allocation cycle, through the upcoming Housing Element and Assessment of Fair Housing, the City will plan for new housing growth in a way that responds to the City's unique context and to promote fair housing opportunities throughout the community.

On May 11, 2021, at the request of Councilmember Phan, the City Council directed staff to retain a consultant to analyze a proposal by Lyon Living (Owner) to convert the apartments at Turing to moderate income housing via a California Statewide Communities Development Authority (CSCDA) program. The project team is comprised of the Owner, CSCDA, and Waterford Residential (Administrator). Since this direction was received, staff have been approached by several other entities to request consideration of similar programs.

In order for this proposal to move forward the City would need to join the Community Improvement Authority (Authority), which is an affiliate of CSCDA, and support the conversion through the adoption of a resolution and approval of a public benefit agreement. Council directed that all consultant costs were to be paid for by the project Owner.

In consultation with the project team, City staff retained the services of Keyser Marston Associates, Inc. (Consultant). At the time of preparation of the consultant professional services agreement in June, the consultant services were estimated to cost $38,000. Due to additional meetings and analytical work starting in late August, including meetings with the project team and Housing Subcommittee, and further anticipated work, the Consultant updated the estimated service costs to $63,000. The project Owner agreed to fund this amount for consultant services.

Staff asked the Consultant to review the proposal from the project team and to assess the following:

1. The degree to which the proposed rent reductions will enhance the affordability of the project and meet the City's affordable housing objectives.
2. The potential financial returns to the City relative to the value of foregone property tax revenues over the 30+ year term.
3. Economic aspects of transaction structure and potential risks and liabilities to the City.
4. The factors that led three other cities to decline to participate in a similar offer by CSCDA.

To undertake this review, the Consultant received and reviewed the following:

1. Financial pro forma information provided by the proposed Project Administrator, Waterford Residential. The information provides estimates of sources and uses of funds for the purchase of the Project by the Authority, proposed reductions in unit rental rates, anticipated operating projections for a 34-year term and anticipated reversion value to the City of Milpitas upon conveyance. Waterford also provided recent property tax assessments, an appraisal of the property, and a property condition report.
2. A Draft Public Benefit Agreement for execution by the CSCDA Community Improvement Authority (Owner) and the City of Milpitas (Host).
3. A Draft Project Administration Agreement for execution by the CSCDA Community Improvement Authority (Owner) and Waterford Property Company, LLC (Administrator).
4. Draft Purchase and Sale Agreement for execution between Milpitas -District 1 Owner, LLC (Owner) and Waterford Residential 8, LLC (Buyer).
5. Draft Property Management Agreement between CSCDA Improvement Authority (Owner) and Greystar California, Inc. (Manager).
6. Information from the City of Milpitas regarding the City's affordable housing goals. Market information from CoStar and other public sources on the City of Milpitas and the subject property.
7. Santa Clara County Controller data on ad valorem property taxes and property tax assessments that apply to the Project.
8. A sample trust indenture, which Waterford proposes would be similar to the indenture for the Turing transaction.

Time was of the essence for the project team and the Consultant and City staff did their best to complete and review the analysis respectively.

Analysis:

The Consultant prepared a draft report which was shared with the project team and discussed with them on August 27. The proposed program would convert 371 market rate units at the Turing Apartments in Milpitas into moderate income housing. This would be made possible by the sale of the property to the California Statewide Communities Development Authority (CSCDA), which is a Joint Powers Authority. The abatement of property taxes would reduce the Project's operating expenses, which in turn would enable the Authority to decrease monthly rental rates.

Under the terms of the program, the rental rates being charged to existing income eligible residents would be decreased by approximately 10%, as existing leases are renewed. Annual rent increases over the 34-year bond term would be limited to the lesser of the annual increase in the Area Median Income (AMI) or 4%. Rents on units that turn over would be subject to the maximum permitted rents under the Regulatory Agreement. Existing residents who do not meet the income requirements would not be displaced. During the regulatory

term, the City of Milpitas would not bear any responsibility or liability for the operation of the Project or the repayment of the bonds. The Authority is a public entity separate and apart from its members, and any debts or obligations incurred by the Authority will not constitute debt or obligations of its member agencies. The term for the repayment of the bonds is anticipated to be 34 years. The City, at its sole discretion, would be permitted to purchase or force a sale of the Project at any time between year 15 and the end of the bond term. The net proceeds from the sale of the Project after the payment of any outstanding debt would accrue to the City. The Project would be conveyed on an "as-is" basis and the City or future owner would be responsible for making any needed capital improvements as well as paying ad valorem property taxes, which would be reinstated (unless the new owner is a non-profit and eligible for abatement).

Key Considerations

Affordability Considerations

1. The proposed program would provide restricted rents for existing tenants that are within HCD's limits for Moderate Income housing, for a period of 34 years.
2. Under the proposal, rental rates charged to existing tenants would be decreased by a percentage ranging from 8% to 12%, with an average monthly saving of $323 per unit. Keyser Marston Associates, Inc. Page 2 \\SF-FS2\wp\16\16005\015\001-004.docx
3. The Turing commands premium rents relative to other market rate projects in Milpitas. As a result, even with an average 10% reduction in rental rates, the proposed reduced rental rates would exceed average market rental rates in Milpitas.
4. The rental rates to be charged on new tenants as spaces turn over would be subject to the CSCDA maximum rents, which exceed market area rents and, in most cases, exceed the current market rate rents currently charged by Turing.
5. Given that the proposed reduced rents would exceed average market rate rents in Milpitas and that the rents on new leases would likely be significantly higher than the market rate rents in Milpitas, the Project's affordability benefits are, at best, very limited.
6. The rent restrictions will not provide the City with any credit towards meeting its Regional Housing Needs Allocation, which is of critical importance to the City of Milpitas

Financial Feasibility Considerations

1. The Project's financing does not require an investment of cash equity and all debt is secured solely by the revenue generated by the Project. The structure of the transaction provides significant up-front compensation to the Administrator (Waterford) ($4.25 million), CSCDA ($1.25 million), and the current owner of the Project ($235.25 million). In contrast, the potential financial returns to the bond holders, the City and other taxing agencies are entirely at risk and subject to the financial performance of the Project.
2. The cash flow is based on an assumption that rents will increase by 3% every year. This is not supported by historical data.
3. The money set aside for capital investment is based upon a project condition report for the first 12 years of the project and does not envision major infrastructure projects that may be required over the 34 year term of the bond. For example, the condition report currently does not anticipate investment in infrastructure elements that will need replacement between 12 and 34 years such as, the roof, windows, doors, or landscaping.

Preliminary Recommendations

Based on the consideration noted above and if Council chooses to participate in the proposed CSCDA program at Turing, the Consultant has developed several preliminary recommendations, which staff concurs with.

1. The rent reductions should be set at levels that are below market rate levels in Milpitas so that the Project truly delivers enhanced affordability. The proposed rent levels exceed average market rate

rental rates, which largely nullifies the argument that the Project will enhance the affordability of apartments in Milpitas.

2. Rent and income restrictions contained in the Regulatory Agreement should conform to the Department of Housing and Community Development (HCD) income and rent formulas. As proposed, the rent and income formulas are not consistent with the HCD formulas and result in significantly higher rents than what would be permitted by HCD.
3. The Property Condition Report should address the Project's needs for a 34-year term and the Project's financing plan provide funding to cover the anticipated capital improvement costs over the 34-year term. The draft property condition report only addresses 12 years of needs. The proposed annual contributions for capital improvements appears to be inadequate.
4. Any refinancing of Project debt should be subject to the City's approval.
5. The Project should be required to submit proposed rent increases to the City's approval to ensure that the affordability restrictions are enforced.
6. The Project should be required to submit an annual report to the City demonstrating that the affordability covenants are being properly implemented and enforced.
7. The Administrator should be obligated to certify that the affordability covenants are being property implemented and enforced.
8. The Project's cash flow projection should be based on more conservative assumptions to reduce the level of risk and provide greater assurance for long-term viability.
9. The bond underwriting assumptions should be reviewed by an underwriter retained by the City and the City's Financial Advisor to ensure that the financial structure is sound and consistent with industry standards for multifamily revenue bonds and is appropriate for the City's participation.
10. Greystar (Manager) should be required to submit its tenant selection plan, maintenance plan, staffing plan and marketing plan for the City's approval.
11. Greystar (Manager) should be required to submit annual reports on the Project's operations, including the Project's rent roll, that clearly track the annual increase in rental rates, operating expenses, capital improvements, vacancy rates, bond interest and redemption payments, and all bond specific payments.
12. In addition to the preliminary recommendations developed by the consultant, the City should consider entering into an agreement with the project team so as to clearly capture the roles of the project team and the City through the term of the bond and to describe the process for enforcement.

City Council Housing Subcommittee

This topic was agendized for discussion at the City Council Housing Subcommittee on September 2 and 9, 2021.

On September 2, 2021, the City Council Housing Subcommittee convened to hear a presentation from the Waterford Property Company and CSCDA on the proposed acquisition of the Turing Apartments and its conversion to a workforce housing community. Their presentation provided an overview of the moderate income housing program, the specifics of the Turing Apartments proposal, and an overview of the benefits to the City.

A representative of the Consultant was also present to discuss the findings from the draft report. The Consultant summarized the report findings relating to affordability considerations, financial feasibility considerations, the economics of the transaction structure and potential risks to the City, and a list of recommendations should the City decide to move forward with this proposal.

Councilmember Chua requested a second meeting to further discuss the financial analysis, with specific requests to discuss the repayment of the bond term, bond insurance, property insurance, replacement coverage, and housing availability for tenants during replacement.

Councilmember Phan was interested in an option discussed by Waterford to deepen affordability and agreed that another meeting and more time was needed to discuss the exit value of the property and how the project would be maintained over time.

On September 9, 2021, the City Council Housing Subcommittee held another meeting to further discuss the proposed project and asked follow-up questions.

Councilmember Chua expressed concern over the structure of the project including the fact that Waterford and CSCDA would receive their payment upfront and that payment is not based on performance metrics. The Councilmember also expressed concern that the City was not an oversight partner with the project administrator. The City Attorney representative noted that under this arrangement, the City has no local control or oversight of the project.

Councilmember Phan expressed optimism that the benefits of the project outweigh the potential concerns. The Councilmember noted that Milpitas is in search of housing options for Milpitas residents now, and that this project could serve as a model for other developments regionwide. The Councilmember also expressed a desire to participate in additional similar projects in the future.

Benchmarking

According to a September 13, 2021 Orange County Resister article about middle income housing programs, there are 28 middle income housing programs in California, with 21 of them established in 2021, across 16 cities. Of the 28 programs, more than half are located in Southern California, with the rest located in the larger San Francisco Bay Area. There are no programs currently established in Santa Clara County. The closest cities to Milpitas that have one or more of these programs are Dublin and Hayward. The three largest cities in the Bay Area, San Jose, San Francisco, and Oakland did evaluate participation in these programs but decided not to participate.

The San Jose City Council voted not to move forward under this program structure for a variety of reasons. The program gave the City no way to enforce the affordability restrictions. Staff had concerns about the amount of debt the project would carry and whether the bond would actually be repaid in 30 years. The 100% and 120% AMI affordable rent levels were close to market rates rents. Thus, the City did not see a significant affordability benefit to its residents.

The City of Santa Clara also evaluated participation in the program but did not move forward with the proposed workforce housing project. Their reasons echoed those expressed by the City of San Jose, and the units not being able to count toward the Reginal Housing Needs Allocation was also a concern.

Staffing Resources

Over the past year, while staff resources were already fully committed to delivering existing services and programs, several new programs and initiatives have been added because of increased federal funding and other Council funded priorities. These include managing the $1.28 million CDBG and Coronavirus funding compliance process and conducting monitoring and reporting with 23 contract service providers; implementing homeless outreach, assessment, street-based case management services and analyzing monthly data; implementing mobile shower and laundry services for unhoused residents; and working with the Homelessness Task Force and Santa Clara County on homeless resources. Staff has also been working on other major policy initiatives including monitoring the Regional Housing Needs Allocation process; preparing for the Housing Element update and Assessment of Fair Housing; updating the Affordable Housing Ordinance; tracking housing legislation; exploring strategies for the development and disposition of City-owned properties on South Main Street; and developing a new Consolidated Plan for CDBG.

Earlier in 2021, staff was approached with several inquiries regarding other potential moderate-income housing programs and project. If Council provides direction for staff to continue to work on this project as well as other similar projects, staff will need to bring back a discussion to Council on the need for additional resources and prioritization of other workplan items. It is important to note that staff may not be able to pause work on many of the workplan items since there are state and federal requirements associated with those items.

Policy Alternative:
Not Applicable

Fiscal Impact:
Although the consultant costs will be paid for by the Owner, staff has spent a substantial amount of time working with the consultant and project team. If the City moves forward with this proposed project, over a 30-year period, it is estimated that the City would forego a total of $15.4 million or approximately ($9.7 million in 2021 dollars) of property tax revenue, comprised of $12.4 million of ad valorem property tax revenue and $3.0 million of property tax in-lieu of vehicle license fee revenues from the state that are linked to taxable assessed property values. Including all taxing agencies, foregone tax revenues would approximate $92.9 million over a 30-year period. At the end of the bond term, the City may be able to recoup this lost revenue. However the amount will depend on the project performance over the term of the bond and the current project performance assumptions may be optimistic, which causes the risk of overstating the net return to the City.

California Environmental Quality Act:
This item is not a Project under CEQA in accordance with CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) as it can be seen with certainty that a general discussion of funding priorities by the City Council will not have a significant effect on the environment. Further, the item is also not a Project pursuant to CEQA Guidelines Section 15378(b)(4) as it is a government fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

Recommendation

1. Receive a report on the proposed project proposal for moderate income housing at Turing Apartments through a California Statewide Communities Development Authority program.
2. If Council wishes to pursue the proposed project, (a) provide input to staff on the preliminary recommendations; (b) direct staff to bring back a framework and goals for this type of a moderate income housing program for Council consideration based on staff recommendations and Council input, and (c) direct staff to bring back for Council consideration along with a revised project proposal consistent with the framework and goals for a moderate income housing program.

Attachments:
1. Keyser Marston Associates report dated 9/16/2021

WATERFORD
PROPERTY COMPANY
130 Newport Center Drive, Suite 230,
Newport Beach, CA

CSCDA
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

October 8, 2021

Ashwini Kantak
Assistant City Manager
City of Milpitas
455 Calaveras Boulevard
Milpitas, CA 95035

RE: "MIDDLE-INCOME" WORK FORCE HOUSING PROPOSAL, TURING

Dear Ashwini:

On behalf of Waterford Property Company ("Waterford") and the California Statewide Communities Development Authority ("CSCDA") we want to express our appreciation for the City of Milpitas's ("City") consideration of the CSCDA "Middle-Income" housing program. In response to the City Council hearing on September 21, 2021, please see a summary of my comments from the hearing in response to the City Staff Report as well as our revised proposal to coincide with my comments.

Response to September 21, 2021, Milpitas City Staff Report

Affordability Considerations

1. The proposed program would provide restricted rents for existing tenants that are within HCD's limits for moderate income housing, for a period of 34 years.
    - Response: HCD rents are not applicable to the middle-income program and its disingenuous to suggest using HCD rents should be mandatory for this program when they are not a requirement for traditional affordable housing projects.

2. Under the proposal, rental rates charged to existing tenants would be decreased by a percentage ranging from 8% to 12%, with an average monthly rental savings of $323 per unit.
    - Response: The rental savings for the project is projected to be a weighted to discount to market rents of 10.3% and is approximately $403 per unit of rental savings.

3. Turing commands premium rents relative to other market rate projects in Milpitas. As a result, even with an average of 10% reduction in rental rates, the proposed reduced rental rates would exceed average market rental rates in Milpitas.
    - Response: This is factually incorrect. To accurately compare projects in the market it is necessary to use true market comparables. Below is a list of all the multifamily projects built in Milpitas since 2015 showing per square foot rents which is the most

accurate gauge of market rents because unit sizes tend to differ which effects nominal monthly rents. As the chart shows below Turing has some of the largest units in the market which makes it a perfect candidate for middle-income housing because it has a higher propensity to have families move in.

Project Name	Year Built	Total Units	Average Square Feet/Unit	Per Square Feet Rents
The Julian	2021	381	707	$ 4.00
Eleanor Apartments	2021	333	965	$ 3.96
Anton Aspire	2020	317	851	$ 3.90
Anton Ascend	2021	266	761	$ 3.83
Capital 650	2018	351	861	$ 3.75
The Edge Apartments	2018	381	805	$ 3.54
Turing	2018	371	942	$ 3.54
Amalfi Apartments	2015	378	779	$ 3.51

Source: COSTAR

4. The rental rates to be charged on new tenants as spaces turn over would be subject to the CSCDA maximum rents which exceed market area rents and, in most cases, exceed the current market rate rents charged by Turing.
    - Response: This is incorrect. It is impossible to charge higher than market rents. In addition, the bonds are financed as "Social Impact" bonds which requires the project to be affordable.

5. Given that the proposed reduced rents would exceed average market rate rents in Milpitas and that the rents on new leases would likely be significantly higher than the market rate rents in Milpitas, the project's affordability benefits are, at best, very limited.
    - Response: This is incorrect. As previously stated, the bonds have a "Social Impact" designation which requires intense credit scrutiny from the investors. In addition, to truly reflect the market, it is necessary to compare Turing against its peer properties as shown in the chart above. The rents at Turing are in line with the Milpitas submarket for properties built since 2015.

6. The rent restrictions will not provide the City with any credit towards meeting its Regional Housing Needs Allocation, which is of critical importance to the City of Milpitas.
    - Response: This is correct that the project will not provide the City with RHNA credit, but it will help the city meet the goals of its Housing Element. In addition, the affordability benefits to the city over the duration of the project will be extremely beneficial to the city and the community. To state that the project does not help the city reach its affordable housing goals because it does not provide RHNA credit is flawed.

Financial Feasibility Considerations

1. The project's financing does not require an investment of cash equity and all debt is secured solely by the revenue generated by the Project. The structure of the project provides significant up-front compensation to the Administrator, CSCDA and the current owner of the project.
    - Response: Middle-income transactions are tax-exempt which precludes outside investment besides the bond investors. The fees stated in the Staff Report to

Waterford and CSCDA are factually incorrect. Waterford is paid an acquisition fee commensurate with other affordable housing developers in tax credit projects. To say that the fees in this transaction are out of alignment with other affordable housing developments is completely inaccurate. As evidence, please find a California Tax Credit Allocation Staff report from July 2018 for an affordable housing project in San Jose that the developer received a $60,789,036 developer fee. This is a project that the City of San Jose approved the bond issuance.

2. The cash flow assumes that rents will increase by 3% every year. This is not supported by historical data.
    - Response: This is incorrect. Apartment rents for "Class A" buildings in Santa Clara County for the last ten years have averaged 4.5% according to COSTAR.

3. The money set aside for capital investment is based upon a project condition report for the first twelve years of the project and does not envision major infrastructure projects that may be required over the term of the bond.
    - Response: The project was underwritten according to Freddie Mac and Fannie Mae underwriting guidelines for work-force housing projects. Nevertheless, Waterford has revised its underwriting to include the capital needs shown in the attached revised property condition assessment (PCA) which includes a 34-year forecast for all capital needs at the property. This has been included in the revised project underwriting.

Response to City Staff Recommendations

1. The rent reduction should be set at levels that are below market rate levels in Milpitas so that the Project truly delivers enhanced affordability. The proposed rents exceed average market rate rental rates, which largely nullifies the argument that the project will enhance the affordability of apartments in Milpitas.
    - Response: This is incorrect. As shown in the chart above when compared against true market comparables in Milpitas, Turing will provide a 10.3% discount to market rents which will grow significantly over time because of the rental deed restrictions which cap rent growth at the property to the lesser of "AMI growth or 4%".

2. Rent and income restrictions contained in the Regulatory Agreement should conform to the Department of Housing and Community Development income and rent formulas.
    - Response: As previously stated this does not conform to the middle-income program nor is it a requirement of affordable housing tax credit projects.

3. The property condition report should address the project's needs for a 34- year term and the project's financing plan provide funding to cover the anticipated capital improvement costs over the 34-year period term.
    - Response: Agreed. This has been addressed in the revised PCA. The revised underwriting reflects this.

4. Any refinancing of the project debt should be subject to the City's approval.
    - Response: Agreed. The city is the recipient of all equity distributions in the event of a refinance.

5. The project should be required to submit proposed rent increases to the City's approval to ensure that the affordability restrictions are enforced.
    - Response: This will put the City in the chain of liability because it will be in the regulatory agreement. The whole purpose of this structure is to keep the City out of the chain of liability. Moreover, the regulatory agreement for the middle-income is consistent with other affordable housing projects meaning the City does not have approval rights for rents on other affordable housing projects in Milpitas.

6. The Project should be required to submit an annual report to the city demonstrating that the affordability covenants are being implemented and enforced.
    - Response: Agreed. This is consistent with other projects in the middle-income program that Waterford is a Project Administrator.

7. The Administrator should be required to certify that the affordability covenants are being property implemented and enforced.
    - Response: Agreed.

8. The project's cash flow projections should be based on more conservative assumption to reduce the level of risk and provide greater assurance of long-term viability.
    - Response: This a very broad statement with no quantitative merit. The investors that buy the bonds in these projects are the most sophisticated municipal bond investors in the world. Each project undergoes extensive underwriting and credit analysis before investors will buy the bonds. To date the partnership of Waterford and CSCDA have sold over $1.6 billion in bonds in this program and the underwriting criteria used for Turing is in line with all the other projects.

9. The bond underwriting should be reviewed by an underwriter retained by the City and the City's financial advisor to ensure that the financial structure is sound and consistent with industry standards for multifamily revenue bonds and is appropriate for the City's participation.
    - Response: The bond underwriter that Waterford works with on all of its middle-income transactions is Goldman Sachs. Goldman Sachs is the most active underwriter in this space and is by far the most experienced. We are happy to set up a call or meeting with Goldman Sachs and the City.

10. Greystar should be required to submit its tenant selection plan, maintenance plans, staffing plan and marketing plan for City's approval.
    - Response: Agreed

11. Greystar should be required to submit annual reports on the Project's operations, including the Project's rent roll, that clearly tracks the annual increases in rental rates, operating expenses, capital improvements, vacancy rates, bond interest and redemption payments, and all bond specific payments.
    - Response: Agreed. This is consistent with all other projects in the middle-income program.

12. In addition to the preliminary recommendations developed by the Consultant, the City should consider entering into an agreement with the project team to clearly capture the roles of the project team and the City through the term of the bonds and describe the project the process for enforcement.
    - Response: This is what the Public Benefit Agreement and the Regulatory Agreement do.

<u>Summary of Waterford Amended Proposal</u>

Attached to this letter Waterford has provided amended underwriting that includes the following:

1) **Affordability Mix:** Waterford has amended the affordability mix for its proposal to be 40% of the units at 60% to 80% AMI rents, 20% of the units at 81% to 100% AMI rents and 40% of the units at 101% to 120% AMI rents.
2) **Maximum Allowable Rent Calculation:** Waterford has revised the maximum allowable rents from 35% of maximum monthly household income to 30% of maximum monthly household income.
3) **Capital Needs:** Waterford has adjusted the underwriting to account for 35 years of capital needs at the property. The revised underwriting is consistent with the updated PCA.
4) **Local Preference Guidelines in Regulatory Agreement:** Waterford proposes to include language in the Regulatory Agreement that incorporates local preference guidelines for employees of all Milpitas schools. Our proposed language is the following, "In reviewing and considering applications from prospective tenants, the Owner shall provide a preference to households which include one or more persons who are employed by a public school district or public higher education institution within the City of Milpitas".
5) **Local Control Funding Formula for Milpitas Unified School District:** Milpitas Unified School District is a local control funding formula district so it will receive state apportionment funds which will backfill the loss of local property taxes.

We look forward to working with you on our revised proposal in preparation for the October 19, 2021, City Council meeting.

Sincerely,

Sean Rawson
Co-Founder
Waterford Property Company

CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE
Project Staff Report
Tax-Exempt Bond Project
July 18, 2018

El Rancho Verde Apartments, located at 300 and 303 Checkers Drive in San Jose, requested and is being recommended for a reservation of $16,529,220 in annual federal tax credits to finance the acquisition and rehabilitation of 696 units of housing serving tenants with rents affordable to households earning 50-60% of area median income (AMI). The project will be developed by Community Preservation Partners, LLC and is located in Senate District 15 and Assembly District 25.

El Rancho Verde Apartments is a re-syndication of an existing Low Income Housing Tax Credit (LIHTC) project, El Rancho Verde Apartments (CA-2001-872). See **Resyndication and Resyndication Transfer Event** below for additional information. The project will be receiving rental assistance in the form of HUD Section 8 Project-based Vouchers.

Project Number	CA-18-771	
Project Name	El Rancho Verde Apartments	
Site Address:	300 and 303 Checkers Drive	
	San Jose, CA 95133	County: Santa Clara
Census Tract:	5037.09	

Tax Credit Amounts	**Federal/Annual**	**State/Total**
Requested:	$16,529,220	$0
Recommended:	$16,529,220	$0

Applicant Information

Applicant:	ERV Community Partners, LP
Contact:	Anand Kannan
Address:	17782 Sky Park Circle
	Irvine, CA 92614
Phone:	949.236.8278
Email:	akannan@cpp-housing.com

General Partner(s) or Principal Owner(s):	ERV Partners, LLC
	FFAH V El Rancho Verde, LLC
General Partner Type:	Joint Venture
Parent Company(ies):	WNC Development Partners, LLC
	Foundation For Affordable Housing
Developer:	Community Preservation Partners, LLC
Investor/Consultant:	WNC & Associates, Inc.
Management Agent:	FPI Management Inc.

Project Information

Construction Type:	Acquisition & Rehabilitation
Total # Residential Buildings:	49
Total # of Units:	700
No. / % of Low Income Units:	696 100.00%
Federal Set-Aside Elected:	40%/60%
Federal Subsidy:	Tax-Exempt / Section 8 Project-based contract (557 units - 80%)

Bond Information

Issuer:	CalHFA
Expected Date of Issuance:	September 3, 2018

Information

Housing Type:	Non-Targeted
Geographic Area:	South and West Bay
TCAC Project Analyst:	Marlene McDonouigh

55-Year Use / Affordability

Aggregate Targeting Number of Units		Percentage of Affordable Units
At or Below 50% AMI:	557	80%
At or Below 60% AMI:	139	20%

Unit Mix

556	2-Bedroom Units
144	3-Bedroom Units
700	Total Units

Unit Type & Number		2018 Rents Targeted % of Area Median Income	2018 Rents Actual % of Area Median Income	Proposed Rent (including utilities)
174	2 Bedrooms	50%	50%	$1,496
243	2 Bedrooms	50%	50%	$1,496
25	2 Bedrooms	50%	50%	$1,496
65	3 Bedrooms	50%	50%	$1,729
50	3 Bedrooms	50%	50%	$1,729
62	2 Bedrooms	60%	60%	$1,795
43	2 Bedrooms	60%	60%	$1,795
7	2 Bedrooms	60%	60%	$1,795
12	3 Bedrooms	60%	60%	$2,075
15	3 Bedrooms	60%	60%	$2,075
2	2 Bedrooms	Manager's Unit	Manager's Unit	$0
2	3 Bedrooms	Manager's Unit	Manager's Unit	$0

TCAC-confirmed Projected Lifetime Rent Benefit: $517,594,440

Project Cost Summary at Application	
Land and Acquisition	$374,500,000
Construction Costs	$0
Rehabilitation Costs	$46,487,782
Construction Contingency	$4,695,206
Relocation	$700,000
Architectural/Engineering	$607,900
Const. Interest, Perm. Financing	$18,936,221
Legal Fees, Appraisals	$359,500
Reserves	$4,788,000
Other Costs	$1,408,199
Developer Fee	$60,789,036
Commercial Costs	$0
Total	**$513,271,844**

Residential	
Construction Cost Per Square Foot:	$69
Per Unit Cost:	$733,245
True Cash Per Unit Cost*:	$652,852

Construction Financing

Source	Amount
Citibank, N.A.	$318,000,000
Citibank, N.A. - Taxable Bonds	$32,000,000
Net Operating Income	$19,515,911
Seller Credit	$4,500,000
Deferred Developer Fee	$41,902,933
Tax Credit Equity	$97,353,000

Permanent Financing

Source	Amount
Citibank, N.A. - Tax Exempt Bonds	$272,647,000
Net Operating Income	$19,515,911
Seller Credit	$4,500,000
Deferred Developer Fee	$56,275,499
Tax Credit Equity	$160,333,434
TOTAL	**$513,271,844**

*Less Fee Waivers, Seller Carryback Loans, and Deferred Developer Fee

Determination of Credit Amount(s)

Requested Eligible Basis (Rehabilitation):	$82,715,945
130% High Cost Adjustment:	Yes
Requested Eligible Basis (Acquisition):	$397,950,000
Applicable Fraction:	100.00%
Qualified Basis (Rehabilitation):	$107,530,729
Qualified Basis (Acquisition):	$397,950,000
Applicable Rate:	3.27%
Maximum Annual Federal Credit, Rehabilitation:	$3,516,255
Maximum Annual Federal Credit, Acquisition:	$13,012,965
Approved Developer Fee (in Project Cost & Eligible Basis):	$60,789,036
Investor/Consultant:	WNC & Associates, Inc.
Federal Tax Credit Factor:	$0.97000

Except as allowed for projects basing cost on assumed third party debt, the “as if vacant” land value and the existing improvement value established at application for all projects, as well as the eligible basis amount derived from those values, shall not increase during all subsequent reviews including the placed in service review, for the purpose of determining the final award of Tax Credits. The sum of the third party debt encumbering the property may increase during subsequent reviews to reflect the actual amount.

Eligible Basis and Basis Limit

Requested Unadjusted Eligible Basis:	$480,665,945
Actual Eligible Basis:	$480,665,945
Unadjusted Threshold Basis Limit:	$284,282,880
Total Adjusted Threshold Basis Limit:	$511,709,184

Adjustments to Basis Limit

55-Year Use/Affordability Restriction – 1% for Each 1% of Low-Income and Market Rate Units are Income Targeted between 50% AMI & 36% AMI: 80%

Cost Analysis and Line Item Review

Staff analysis of project costs to determine reasonableness found all fees to be within TCAC’s underwriting guidelines and TCAC limitations. Annual operating expenses are below the minimum operating expenses established in the Regulations (See **"Significant Information / Additional Conditions"** Section below), and the project pro forma shows a positive cash flow from year one. Staff has calculated federal tax credits based on 3.27% of the qualified basis. Applicants are cautioned to consider the expected federal rate when negotiating with investors. TCAC's financial evaluation at project completion will determine the final allocation.

Significant Information / Additional Conditions

The applicant's estimate for annual operating expenses per unit is below the $5,700 published per unit operating expense minimum required for this type of project. As allowed by TCAC Regulation Section 10327(g)(1), TCAC approves the annual per unit operating expense total of $4,847 in agreement with the permanent lender and equity investor.

The estimated cost of the project is $733,245 per unit. The high valuation of the project equated to a significant acquisition cost of more than $500,000 per unit. Additionally, to finance such a high acquisition cost, financing fees particularly the interest expense on this size of transaction is significant. Furthermore, due to the unit size and the large nature of the project, reserves and deferred developer fee were also quite high.

Resyndication and Resyndication Transfer Event
Prior to closing, the applicant or its assignee shall obtain TCAC's consent to assign and assume the existing Regulatory Agreement (CA-2001-872). To be eligible for a new award of tax credits, the owner must provide documentation with the Form 8609 request (the placed in service submission) that the acquisition date and the placed in service date both occurred after the existing federal 15 year compliance period was completed. The newly resyndicated project shall continue to meet the rents and income targeting levels in the existing regulatory agreement(s) and any deeper targeting levels in the new regulatory agreement(s) for the duration of the new regulatory agreement(s). Existing households determined to be income-qualified for purposes of IRC §42 credit during the 15-year compliance period are concurrently income-qualified households for purposes of the extended use agreement. As a result, any household determined to be income qualified at the time of move-in under the existing regulatory agreement (CA-2001-872) is a qualified low-income household for the subsequent allocation (existing household eligibility is "grandfathered").

The project is a resyndication occurring concurrently with a Transfer Event with distribution of Net Project Equity. The rehabilitation scope of work shall include all of the Short Term Work in the amount of $4,650,250. The purchase price of $374,500,000 is less than the appraised value of $379,250,000. The $4,750,000 difference between the purchase price and the appraisal value is deemed a seller credit. Since the seller credit is greater than the short term work amount, the project is allowed to receive eligible basis for the entire Short Term Work amount of $4,650,250.

Local Reviewing Agency
The Local Reviewing Agency, City of San Jose, has completed a site review of this project and supports this project.

Standard Conditions
If applicant is receiving tax-exempt bond financing from other than CalHFA, the applicant shall apply for a bond allocation from the California Debt Limit Allocation Committee's next scheduled meeting, if not previously granted an allocation; shall have received an allocation from CDLAC; and, shall issue bonds within time limits specified by CDLAC.

The applicant anticipates financing more than 50% of the project aggregate basis with tax-exempt bond proceeds as calculated by the project tax professional. Therefore, the federal credit reserved for this project will not count against the annual ceiling.

The IRS has advised TCAC that the amount of tax-exempt bonds issued, equivalent to at least 50% of aggregate basis, must remain in place through the first year of the credit period or until eligible basis is finally determined.

TCAC makes the preliminary reservation only for the project specified above in the form presented, and involving the parties referred to in the application. No changes in the development team or the project as presented will be permitted without the express approval of TCAC.

The applicant must pay TCAC a reservation fee calculated in accordance with regulation. Additionally, TCAC requires the project owner to pay a monitoring fee before issuance of tax forms.

As project costs are preliminary estimates only, staff recommends that a reservation be made in the amount of federal credit and state credit shown above on condition that the final project costs be supported by itemized lender approved costs and certified costs after the buildings are placed in service.

All unexpended funds in reserve accounts established for the project must remain with the project to be used for the benefit of the property and/or its residents, except for the portion of any accounts funded with deferred developer fees.

All fees charged to the project must be within TCAC limitations. Fees in excess of these limitations will not be considered when determining the amount of credit when the project is placed-in-service.

The applicant/owner shall be subject to underwriting criteria set forth in Section 10327 of the regulations through the final feasibility analysis performed by TCAC at placed-in-service.

Credit awards are contingent upon applicant's acceptance of any revised total project cost, qualified basis and tax credit amount determined by TCAC in its final feasibility analysis.

CDLAC Additional Conditions: None.

Table 1
Capital Reserve Account Funding

Property Condition Report has been revised to reflect the Project's needs over 35-years. Project is projected to provide funding in excess of the Project's needs.

	Revised Proposal	Original Proposal
Property Condition Report		
Term Examined	35 years	12 years
Estimated replacement costs over term	$11,009,200	$3,100,000
Funding Provided		
From bond proceeds	$5,800,000	$3,063,173
From cash flow, current dollars	$6,055,637	$4,536,827
Total	$11,855,637	$7,600,000
Contingency Funds		
Bond reserve for Extraordinary Expense	$500,000	$500,000
Bond Operating Reserve	$788,544	$784,255
	$1,288,544	$1,284,255

Table 2

Maximum Permitted Rents have decreased due to rent cap at 30% of income limits versus prior limit of 35%. Maximums still exceed HCD limts but are closer than under original proposal. Will provide

Maximum Rents			
	80% AMI	**100% AMI**	**120% AMi**
Revised Proposal			
0 beds	$2,320	$2,900	$3,480
1 beds	$2,652	$3,315	$3,978
2 beds	$2,984	$3,730	$4,476
3 beds	$3,314	$4,143	$4,971
Original Proposal			
0 beds	$2,707	$3,383	$4,060
1 beds	$3,094	$3,868	$4,641
2 beds	$3,481	$4,352	$5,222
3 beds	$3,866	$4,833	$5,800
Reduction in Maximum Permitted Rents			
0 beds	($387)	($483)	($580)
1 beds	($442)	($553)	($663)
2 beds	($497)	($622)	($746)
3 beds	($552)	($690)	($829)

Table 3			
Anticipated Year 1 Rents			
	80% AMI	**100% AMI**	**120% AMI**
Revised Proposal			
Converted Rent	$2,747	$2,982	$3,066
Non Converted Rent	$3,335	$3,335	$3,335
Original Proposal			
Converted Rent	$2,754	$2,837	$2,900
Non Converted Rent	$3,152	$3,152	$3,152
Increase			
Converted Rent	**-$7**	**$145**	**$166**
Non Converted Rent	**$183**	**$183**	**$183**
Projected Rental Rates have increased significantly since the origianl proposal			

Table 4

Revenues have increased due to increases in assumed starting rents and reduction in vacancy rate - years 1 through 3

	Gross Potential Rent (millions)			Net CF Available for Debt Service		
	Revised Projection	Original Projection	Difference	Revised Projection	Original Projection	Difference
1	$14.5	$13.7	$0.8	$10.9	9.8	$1.1
2	$14.1	$13.5	$0.6	$10.6	9.8	$0.8
3	$13.6	$13.2	$0.4	$10.1	9.7	$0.4
4	$14.0	$13.6	$0.4	$10.4	10	$0.4
5	$14.4	$14.0	$0.4	$10.7	10.3	$0.4
6	$14.9	$14.4	$0.5	$11.0	10.6	$0.4
7	$15.3	$14.8	$0.5	$11.4	10.9	$0.5
8	$15.8	$15.3	$0.5	$11.7	11.2	$0.5
9	$16.2	$15.7	$0.5	$12.0	11.6	$0.4
10	$16.7	$16.2	$0.5	$12.4	11.9	$0.5

Reduced Vacancy assumption from 8% to 5% in early years

Table 5
Anticipated Bond Broceeds

Bond proceeds have increased due to enhanced revenue projection

Revised Projection					Original Projection	% Change
Sources		**Total**	**Per Unit**	**%**	**Total**	
Principal		**$251,495,765**	$677,886	100.00%	$249,069,856	1%
Original Issuance Premium		$18,215,860	$49,099	7.24%	$17,104,762	6%
Total		**$269,711,626**	**$726,986**	**107.24%**	$266,174,618	1%
Uses of Funds		**Total**	**Per Unit**	**%**		
Project Acq. Account		**$237,350,000**	$639,757	94.38%	$237,350,000	0%
Capital Expense Fund		**$5,800,000**	$15,633	2.31%	$3,063,173	89%
Capitalized Interest Account		$0	$0	0.00%	$0	
Operating Reserve	25%	**$788,544**	$2,125	0.31%	$784,255	1%
Coverage Reserve		$2,011,966	$5,423	0.80%	$1,892,931	6%
Senior Debt Service Reserve		$10,059,831	$27,115	4.00%	$9,464,655	6%
Capitalized Admin Fees		**$2,250,000**	$6,065	0.89%	$2,250,000	0%
Extraordinary Expense		**$500,000**	$1,348	0.20%	$500,000	0%
Operating Account (under Property M		$452,692	$1,220	**0.18%**	$448,326	1%
Initial Payment Project Admin.		**$3,000,000**	$8,086	1.19%	$3,000,000	0%
Costs of Issuance		**$7,498,592**	$20,212	2.98%	$7,421,278	1%
Total		**$269,711,626**	**$726,986**	**107.24%**	$266,174,618	1%

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Receive Report on the Status of Citywide Landscape and Parks Maintenance and Provide Direction to Staff on Desired Services Levels and Recommended Service Enhancement Strategies**
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	10/19/2021
Staff Contact:	**Tony Ndah, Public Works Director, 408-586-2602**
Recommendation:	1. Receive Report on the Status of Citywide Landscape and Parks Maintenance 2. Provide direction to staff on desired service levels and recommended service enhancement strategies.

Executive Summary:

One of the Public Works Department's responsibilities is to maintain City owned streetscape, parks, and open space to ensure the beautification of the City and allow residents and visitors to have high quality places to play, learn, and socialize. Historically, the City has utilized varying service delivery models to maintain streetscape and parks maintenance based on the availability of funds and the City Council approved service level. Prior to 2012, all streetscape and park maintenance services for the City were provided by inhouse staff; however, due to severe revenue losses, a previous City Council approved outsourcing maintenance of parks and street landscape starting in FY 2012-13. As part of the adoption of the FY 2017-18 Budget, the Council approved the addition of seven positions to insource tree and landscape maintenance, and approved additional funding to continue outsource the maintenance of all City parks; however, once cost proposals received from contractors for the park maintenance were received, it was determined that the funding for contractual services was insufficient and the maintenance of ten parks was assigned to the newly hired Tree and Landscape Maintenance Team.

The newly hired Team faced challenges maintaining a high service level for weed abatement and tree maintenance in the City primarily due to the need to address ongoing park maintenance of the 10 City parks. To address these challenges, as part of the adoption of the FY 2019-20 Budget, Council approved the addition of 1 FTE position responsible for tree maintenance service requests and , Council approved funding for outsourcing the remaining 10 City parks to free up staff for weed abatement. Maintenance of the additional 10 City parks was put on hold after the Milpitas Employees Association Union filed a grievance alleging failure to meet and confer on the outsourcing of maintenance for the ten parks as well as the skate park. The cost for outsourcing maintenance of the remaining 10 City parks is $372,582.

On August 5, 2021, staff issued an information memorandum titled "Citywide Weed Abatement Program Update." The purpose of this memorandum was to update Council on staff's efforts and challenges to control weeds throughout the City given resource constraints in the Public Works Department. As the next step, this agenda report provides national service level benchmarks for streetscape and parks maintenance including preliminary budget impacts and seeks Council input on service levels for streetscape and parks maintenance.

Background:

The Public Works Department is responsible for the maintenance of City owned streetscape, parks, and open

space which includes the maintenance of over 90 sites comprising approximately 132 acres within the City's public right-of-way that are subject to weed growth. Public Works is also responsible for the maintenance of City owned parks in the City, or about 190 acres, and due to meet and confer obligations the responsibility for park maintenance is temporarily split between inhouse staff and the City's contractor, BrightView. Inhouse staff maintain 10 city parks and the skate park, which amounts to approximately 22 acres, or 12% of total park acreage, and BrightView maintains the remaining 26 parks, which amounts to approximately 168 acres, or 88% of total park acreage.

Over the years, the City has utilized varying service delivery models to maintain streetscape and parks maintenance services for various reasons. Prior to 2012, all streetscape and park maintenance services for the City were provided by inhouse staff; however, due to severe revenue losses in the City, the FY 2012/13 budget eliminated the landscape and park maintenance positions in the Public Works Department and outsourced parks and street landscape maintenance. In April 2017, the City issued a Request for Proposals to solicit proposals from qualified contractors to provide park maintenance services, since the 5-year contract (2012- 2017) was set to expire. The proposals received from qualified firms exceeded the funding the City had set aside for park maintenance contract services. Therefore, the City rejected all proposals and issued a new RFP in August 2017 with a revised scope of work related to tree and irrigation maintenance in parks and a reduction in the number of parks from 36 to 26 to be maintained by a contractor with the intent to insource the maintenance of 10 parks.

The FY2017-18 budget added seven maintenance workers for the maintenance of City owned streetscape, open space, and park maintenance for ten parks. In addition, the 7 member team was responsible for corrective tree maintenance service requests and the City continued using contract services for preventive grid and block pruning of City trees. In October 2017, the City Council approved a 5-year contract with BrightView Landscape Services in the amount of $1,241,776 for park maintenance at 26 City parks. Over the next few years, it became apparent that the addition of seven maintenance workers for the assigned work was insufficient. Therefore, as part of the FY 2019-20 budget, Council approved the addition of one maintenance worker to be responsible for tree maintenance service requests, four seasonal maintenance workers to assist with weed abatement, and funding for outsourcing the 9 City parks, with the goal of freeing up staff time for weed abatement citywide. Augustus Rathbone park came online later in 2019, which brought the total parks maintained by inhouse staff to 10. In December 2019, the City issued an RFP for citywide park maintenance services, which included all 36 parks in the City and in March 2020, Council approved a contract with BrightView in the amount of $1,654,598, which included $372,582 for the maintenance of the additional 10 City parks. The notice to proceed for the maintenance of the additional 10 City parks was put on hold after receipt of a grievance from the Milpitas Employees Association (MEA) alleging failure to meet and confer regarding the outsourcing of parks maintenance. Due to the pandemic and vacancies in the Human Resources (HR) Department, the meet and confer process regarding the City's intent to outsource the maintenance of the 10 City parks as well as the skate park was delayed. HR and representatives of MEA are scheduled to meet on October 21 to discuss previous Council direction. In the meantime, the Trees and Landscape Division of the Public Works Department consisting of eight permanent positions and four approved seasonal maintenance worker positions have continued to maintain City owned streetscape, open space, and corrective tree maintenance service requests, and park maintenance for ten parks.

As shown in the attached organizational chart, one Senior Public Works Lead position, as working supervisor, oversees and leads 7 permanent and 4 temporary position field crews. Two maintenance worker positions are responsible for tree maintenance service requests and five maintenance worker positions are responsible for weed abatement on the city's streetscape and open space, maintenance of 10 City parks, and maintenance at the City's skate park. The four seasonal maintenance workers are hired to address seasonal peaks for weed abatement which typically occur between April and September of each year. To this end, Maintenance services for the City's expansive streetscapes, open space, and 10 parks maintained by City staff include:

- Pre- and post-emergent pesticide application
- Irrigation repairs

- Landscape maintenance
- Weed abatement
- Weekly mowing and landscaping
- daily restroom cleaning, trash disposal
- skate park sweeping

As with many City services, landscape and park maintenance has faced a number of challenges over the years and especially during the pandemic, which impeded the City's ability to deliver on resident expectations, including:

- The size of the City's streetscape and park system continues to grow as developments come online, resulting in a growing gap in the City's capacity to keep pace with new maintenance areas.
- Staff vacancies within the Public Works Department
- Staff placed on long term leave due to injury and medical needs
- Inability to attract and hire seasonal maintenance worker staff to fill vacancies during the pandemic

On August 5, 2021, in advance of Council discussion regarding the allocation of American Rescue Plan Act (ARPA), staff issued an information memorandum titled "Citywide Weed Abatement Program Update." The purpose of this memorandum was to update Council on staff's efforts and challenges to control weeds throughout the City given existing resources and highlight the major components of the City's weed abatement program. On August 9, 2021, the City Council allocated $90,000 of ARPA funds for weed abatement efforts.

Analysis:

This section provides an update to the citywide weed abatement efforts on City streetscapes, nationally recognized benchmarks for streetscape and parks maintenance, recommended short-term and long-term strategies to achieve top service levels, and scheduled steps regarding streetscape and parks maintenance given authorized resources.

Weed Abatement Efforts Update

The attached August 5 Information Memorandum outlined staff's weed abatement challenges for the current fiscal year. The reasons for the Public Works Department's backlog of streetscape maintenance work, which includes weed abatement, at sites throughout the City has been mainly due to temporary factors such as staff vacancies, staff out on medical leave, and the inability to fill seasonal worker positions due to lack of interest from applicants. In August, only three out of six budgeted full time and one out of four seasonal maintenance worker positions dedicated to addressing weed abatement citywide were filled.

In order to address the critical areas for weed abatement, staff implemented a multi-prong strategy as summarized below:

1. Temporary reassignment of staff from the streets to the landscape division with minimizing to the greatest extent possible impacts to pothole, sidewalk, and similar infrastructure repair.
2. Use of overtime.
3. Competitively procured a contract for median landscape weed abatement services funded with Unanticipated Expenses. The procurement process and award of contract took longer than anticipated due to the required meet and confer process with the Municipal Employee Association.
4. Hiring of permanent staff was completed and staff are expected to start work on October 25th pending completion of medical and background evaluation. Temporary staff are going through pre-employment screening and are expected to start work with the City in November.
5. The Sherriff's Work program, which is an alternative to incarceration used by the Sheriff's Department for selected low-risk, non-violent offenders, could provide the City with additional resources to assist staff with Landscape maintenance in the City. Details are currently under review by Risk Management and once completed, staff will initiate the meet and confer process with the Municipal Employee Association prior to implementing the program in the City.

Benchmarking Service Levels

To facilitate the assessment of long-term service level Council desires, this section provides streetscape and parks maintenance service levels for established national benchmarks and the current service level delivered to our residents, visitors, and businesses.

Streetscape Maintenance Service Levels

For streetscape maintenance, which focuses mainly on year-round weed abatement program, to be effective, the City is in need of a focused team. Required staffing levels should be benchmarked based on the type of landscape acreage and what service levels are desired for certain landscape acreage. The guidelines for establishing maintenance levels of service for the City's streetscape and open space are based on the Association of Physical Plant Administrators (APPA) Ground Standards, which establishes quantifiable staff to acreage ratios for five distinct service levels as shown in the table below.

Table 1: Streetscape Maintenance Service Levels

	Level 1	**Level 2**	**Level 3**	**Level 4**	**Level 5**
Service Level Description	State-of-the-art maintenance applied to a high-quality diverse landscape. Associated with high-traffic urban area.	High-level maintenance. Associated with well-developed public areas.	Moderate-level maintenance. Associated with locations that have moderate to low levels of development.	Moderate to low-level maintenance. Associated with locations affected by budget restrictions that cannot afford a high level of maintenance.	Minimum-level maintenance. Associated with locations that have severe budget restrictions.
Staff to Acreage Ratio	One maintenance worker per approximately 20 acres.	One maintenance worker per approximately 21 to 25 acres.	One maintenance worker per approximately 26 to 33 acres.	One maintenance worker per approximately 34 to 50 acres.	One maintenance worker per approximately 51 to 100 acres.

Based on the current authorized staffing levels of five maintenance worker positions, and the staff to acreage ratios listed in the table above, current staffing levels are capable of providing a Level 3 maintenance standard for the City's streetscape and open space; however, staff are not currently achieving this level of service since staff in Trees and Landscape are also responsible for maintenance on 10 City parks and the skate park pending outcome of the meet and confer process with MEA.

Parks Maintenance Service Levels

Similarly, desired staffing levels for park maintenance should be benchmarked based on the type of park acreage and the desired service levels as defined by the National Recreation and Park Association (NRPA). By example, fully developed parks that receive very high service levels will require the greatest staff resources. Conversely, park land with no facilities can receive minimal services.

The guidelines as outlined in the table below relate the ratio of park maintenance workers to acres under maintenance for various service levels ranging from "A" to "D."

Table 2: Park Maintenance Service Levels

	Level A	**Level B**	**Level C**	**Level D**
Service Level Description	State-of-the-art maintenance applied to a high quality, diverse landscape. Turf is lush, free from weeds and cut to a precise level. Plants	A reasonably high level of maintenance associated with well-developed park areas with higher visitation rates. Major difference with	The lowest expected service level for fully developed parks or a moderate level of maintenance associated with park locations of large	A minimal service level to parklands or open space with no facilities with the intent to maintain safe grounds and a "natural" ambience.

	and trees in parks are pruned for safety, tree health and ornamental beauty. Hardscapes are regularly swept and litter is collected 5-7x per week.	Service Level "A" is turf is not cut on frequent, regular intervals at precise level and plants and trees in parks are not pruned and trimmed at the same frequency. Litter control is periodic and hardscape maintenance is less frequent.	size, of average development, and/or visitation. Maintenance is accomplished, usually with longer service intervals, to keep the park safe and minimally serviceable to the community.	Generally inspection services and litter control are conducted, but on an infrequent basis.
Staff to Acreage Ratio	Requires one park maintenance worker per 4 to 6 developed park acres.	Requires one park maintenance worker per 6 to 10 developed park acres	This level requires one park maintenance worker per approximately 12 to 18 park acres.	Requires one park maintenance worker can cover several hundred acres of undeveloped parkland or open space.

Currently, of 36 parks, the contract with Brightview requires the contractor to provide all aspects of landscape maintenance and daily park operation, opening and closing of restrooms, including equipment maintenance and repair for all park amenities at 26 parks. The contract with Brightview does not specify specific staffing levels; however, it requires performance outcomes. Additionally, as part of the solicitation process, Brightview stated and submitted information that they are dedicating staffing for the park maintenance at Level B or higher. It is important to note that until the meet and confer process to contract for the maintenance of the remaining 10 parks is finalized, City staff will continue to maintain these parks and the skate park at Level C or lower.

Service Enhancement Strategies

The discussion below is divided into short-term and long-term strategies for streetscape and landscape maintenance services recommending some staffing level enhancements and use of contractual services in order to achieve top service levels as described above.

Streetscape Maintenance Services

With the filling of authorized permanent and temporary positions, staffing levels are sufficient to complete the weed abatement and other streetscape maintenance tasks for the next six months. However, to ensure the continuous achievement of Service Level 1 for streetscape maintenance services, staff intends to bring forward as part of the FY 2022-23 budget process the addition of two permanent maintenance worker positions at an approximate annual cost of $320,000. Further, staff will engage MEA to meet and confer regarding the Sherriff's Work program.

In addition to staffing streetscape maintenance services to achieve Service Level 1, staff is considering capital improvement projects aimed at reducing the City's long-term maintenance cost for streetscapes in the City. These potential capital projects may include citywide irrigation assessments and repairs, standardized landscape designs to achieve savings with low maintenance, low water usage, and the conversion of high maintenance street medians to low maintenance, drought tolerant medians. These landscape conversions would provide the City with water savings and would also reduce the number of staff hours spent on the ongoing maintenance of these parkways and medians.

Park Maintenance Services

To ensure the achievement of Service Level B or higher for Park Maintenance Services, staff recommends meet and conferring with MEA regarding the outsourcing of the maintenance of the ten parks and skate park to Brightview. To maintain the Service Level B or higher would require the addition of four to six

Maintenance Worker positions. Outsourcing the maintenance of all parks ensures consistent maintenance at Level B or higher at a lower cost. This service delivery model will increase efficiency in operations by standardizing and improving service levels for the parks currently not being serviced by Brightview. Current staff who provide landscape and maintenance services to the 10 City services parks will be deployed to landscape maintenance on the City's street medians and right-of-way, providing additional resources to existing work orders, thus improving levels of service, response times, and benefiting the residents of Milpitas. The annual cost of contracting the maintenance of ten parks and skate park as approved by Council previously, amounts to $372,582. Bringing the parks up to standard and maintaining them at the level consistent with the BrightView contract would cost up to $900,000 in additional internal staffing resources depending on the service level the Council desires as well as one-time costs for the purchase of up to $100,000 in equipment and ongoing supplies for staff at a net ongoing cost of up to $620,000.

Next Steps
Public Works staff will continue efforts to maintain the City's streetscape and parks with available resources and staff are scheduled to begin the fall season application of pre-emergent herbicide which will help prevent weed seeds from germinating. Full time vacancies are expected to be filled by October 25th and seasonal maintenance workers as well as contractual services are expected to be on board by mid-November. With the additional temporary ARPA funded resources, there will be sufficient staff and contractual resources to remove weeds and apply the pre-emergent herbicides.

HR and representatives of MEA are scheduled to meet on October 21 to discuss previous Council direction regarding contracting out park maintenance.

Policy Alternatives:

Alternative 1: Maintain Streetscape at Current Service Levels
Pros: City does not have to spend additional funds for landscape maintenance.
Cons: Current maintenance levels for landscape maintenance are not satisfactory.

Reason not recommended: Current staffing level for streetscape maintenance does not meet the desired service level.

Fiscal Impact:
Depending on Council direction, the fiscal impact will vary and any impacts to the current year or future budgets will be brought forward with a separate staff report.

California Environmental Quality Act:
The City Council's receipt and acceptance this report is exempt from environmental review pursuant to the California Environmental Quality Act Guidelines, because it involves maintenance of existing landscaping.

Recommendation:
1. Receive Report on the Status of Citywide Landscape and Parks Maintenance
2. Provide direction to staff on desired service levels and recommended service enhancement strategies

Attachments:
1. August 5, 2021 Citywide Weed Abatement Program Information Memorandum
2. Trees and Landscape Maintenance Division Organizational Chart

MEMORANDUM

Public Works Department

DATE: August 5, 2021

TO: Mayor and Council

THROUGH: Steve McHarris, City Manager

FROM: Tony Ndah, Public Works Director
Sharon Goei, Building Safety and Housing Director
Brian Sherrard, Fire Chief

SUBJECT: Citywide Weed Abatement Program Update

As part of staff's recommendation for the allocation of American Rescue Plan Act funds scheduled for August 5, 2021 Council meeting, staff is proposing to allocate $90,000 for temporary contractual services, The purpose of this memorandum provides an update on staff's efforts and challenges to control weeds throughout the City given existing resources, and highlight the major components of the City's weed abatement program.

Weed growth in the City primarily occurs in the following areas:

- City Owned Property – Public Right of Way
- Other Jurisdictional Agencies within the City Limits
- Private Property Locations

A. City Owned Property – Public Right of Way

Over 90 areas within the City's right-of-way responsibility are subject to weed growth. These areas include major streetscapes and medians, trails and paths, drainage ditches, and roadsides. The main components of the City's weed abatement program for City owned right of way consists of the following:

Pre and Post Emergent Application – Public Works staff began pre and post emergent application in the fall 2020 and into this Spring, as opposed to using mechanical or manual removal methods. It has been proven that effective use of pre and post emergent application saves countless labor hours of hand pulling weeds and can reduce the frequency of mowing and string-trimming. Materials used were selected on the basis of overall long-term application control, sustainability, and effectiveness. Following the pre and post emergent application, staff allows time for the product to activate before returning to the area to complete routine maintenance in the area.

Routine Maintenance – The weed abatement program is a year-round activity of the Public Works Department, with staff targeting critical areas for weed abatement each year performing general clean-up, mowing and/or weeding, trimming and pruning, refuse collection, and pre and post emergent application.

To report weed issues in the Public Right of Way, residents may contact the Public Works Department at:

Weed Abatement and Landscaping on City owned property – Public Right of Way
MyMilpitas Mobile app: http://app.ci.milpitas.ca.gov/mymilpitasapp/
Website: https://ws.ci.milpitas.ca.gov/mymilpitasapp/residentreport.php
Call: (408) 586 – 2600
Email: MilpitasWorks@ci.milpitas.ca.gov

Current Weed Abatement Challenges and Actions Taken/Underway/Considered – The Public Works Department currently has a backlog of weed abatement work at sites throughout the City due to a staff vacancy, staff out on medical leave, and the inability to fill seasonal worker positions due to lack of interest from applicants. Currently, there are only three out of six budgeted full time and one out of four seasonal maintenance worker positions dedicated to addressing weed abatement citywide at this time due to one vacancy and two unforeseen medical leaves along with the four seasonal worker vacancies. Staff have implemented remediation actions and are looking into other options to secure resources to address weeds this calendar year.

Actions Taken/Underway:

1. *Prioritizing weed abatement sites* – staff have been conducting weekly inspections of weed abatement sites and have been prioritizing work sites based on the potential to become a fire hazard as determined by the Fire Marshal.
2. *Use of Overtime* – staff have been utilizing overtime budget hours to schedule and perform weed abatement work on weekends. The overtime work is made available to all staff within the department willing to come in and work the extra hours.
3. *Hiring of Fulltime and Seasonal Maintenance Workers* – the recruitment for Maintenance Worker I/II recently closed and Human Resources staff are in the process of screening applications and will schedule testing and interviews thereafter. Once we have selected the candidates to fill the Maintenance Worker positions, offers will be made to the remaining applicants for the seasonal maintenance worker openings. Further, the seasonal maintenance worker position opportunity has been re-posted.
4. *Reassign Staff from other Divisions* – staff is temporarily reassigning maintenance workers from other areas within the department to address the most urgent weed abatement needs; however, these temporary reassignment of staff from other areas needs to be balanced with minimizing the impact on other maintenance areas such as street repairs (e.g.: potholes, sidewalks), parks maintenance, etc.
5. *Sheriffs Work Program* – staff are working on an agreement with the Santa Clara County Sheriff's Office to utilize their work alternatives program to add additional resources for the weed abatement team to assist with basic peak landscape maintenance tasks.

Actions Considered:

1. *Contract Services* – as part of the ARPA discussions on August 5, 2021, staff is bringing forward a recommendation for contract services to assist with the abatement of weeds and brush. It is important to note that if Council approves using ARPA funds for weed abatement contractual services, staff needs to bring forward an appropriation action for Council consideration and proceed with a competitive procurement process in compliance with federal regulations.
2. *Median Landscape Improvement* – as part of the development of the 2023-2027 Capital Improvement Program, staff is exploring the conversion of select parkways and center medians in the City into low water, low maintenance hardscapes. These landscape conversions would provide the City with water savings and would also reduce the number of staff hours spent on the ongoing maintenance of these parkways and medians. The staff hours saved would be allocated to weed abatement tasks in other areas in the City, which would increase the level of service citywide.

   The survey will be promoted through social media (Facebook and Nextdoor), the City's sustainability newsletter (Sustainable Milpitas), and the City's email list serves, and other communication channels.

B. Other Jurisdictional Agencies within the City Limits

Public Works staff continues to coordinate with Caltrans, Santa Clara County, Milpitas Unified School District, City of San Jose, City of Fremont, and the Santa Clara Valley Water District to address weed abatement concerns in the City, within their jurisdiction through regular meetings and as-needed meetings, emails and phone calls .

- Caltrans (Calaveras Blvd Between N. Milpitas Blvd. and Abel St., Highway 680, 880, and SR237 on/off ramps)
- County of Santa Clara (Montague Expressway)
- City of San Jose (near Dixon Landing Road and McCarthy Blvd.)
- City of Fremont (at Dixon Landing Rd)
- Santa Clara Valley Water District (along creeks)

A majority of the complaints received by staff each year are regarding weeds near SR-237/I-880 interchange, Calaveras Boulevard/SR-237, and I-880 and I-680 at the on and off ramps. Concerns about weed abatement in other jurisdictional agency areas within the City limits can be reported as follows:

For weed abatement concerns on Highway 680, 880, and Calaveras Blvd. on/off ramps
Contact California Department of Transportation (CALTRANS), District 4 Office at (510) 286 – 4444.
Submit a Customer Service Request to CALTRANS at https://csr.dot.ca.gov/

For weed abatement concerns on Montague Expressway
Contact Santa Clara County Roads and Airports at (408) 494 – 2750.
Submit a Customer Service Request to http://maintstar.sccgov.org:81/mstarcrm/Request/Request.aspx.

For weed abatement concerns along creeks
Contact Santa Clara Valley Water District (SCVWD) at (408) 265 – 2600.
Submit a Customer Service Request to SCVWD at https://clients.comcate.com/newrequest.php?id=80.

C. Private Property

The Building Safety and Housing Department is staffed for complaint-driven code enforcement issues handling approximately 600 cases per year resolving about 75% of cases within 30 days. Insofar, residents and businesses submit a complaint to staff, the Department plays a critical role in addressing weed abatement concerns throughout the City on private properties. In accordance with the City's Municipal Code:

X-2-6.01 – Any person owning or occupying property adjoining the public right-of-way shall be responsible for planting, maintenance and care of any plantings other than Approved Street Trees in those areas between the curb and right-of-way or easement. The planting areas shall be maintained in a healthy condition free of dying, dead, diseased, decayed, discarded and/or overgrown vegetation. Maintenance of such areas shall include, but not limited to, weeding, pruning, spraying and watering.

6.01-1 Exception. The City shall maintain those planting areas within the street, which are developed and landscaped as a public improvement.

Through the Building Safety and Housing's Code Enforcement function, staff have continued to work to ensure that private property owners and homeowner's associations address excessive weed growth through the enforcement of the City ordinances. Concerns about weed abatement on private property can be reported as follows:

Weed Abatement on Private Property
Building and Housing Department – Code Enforcement, (408) 586 – 3076

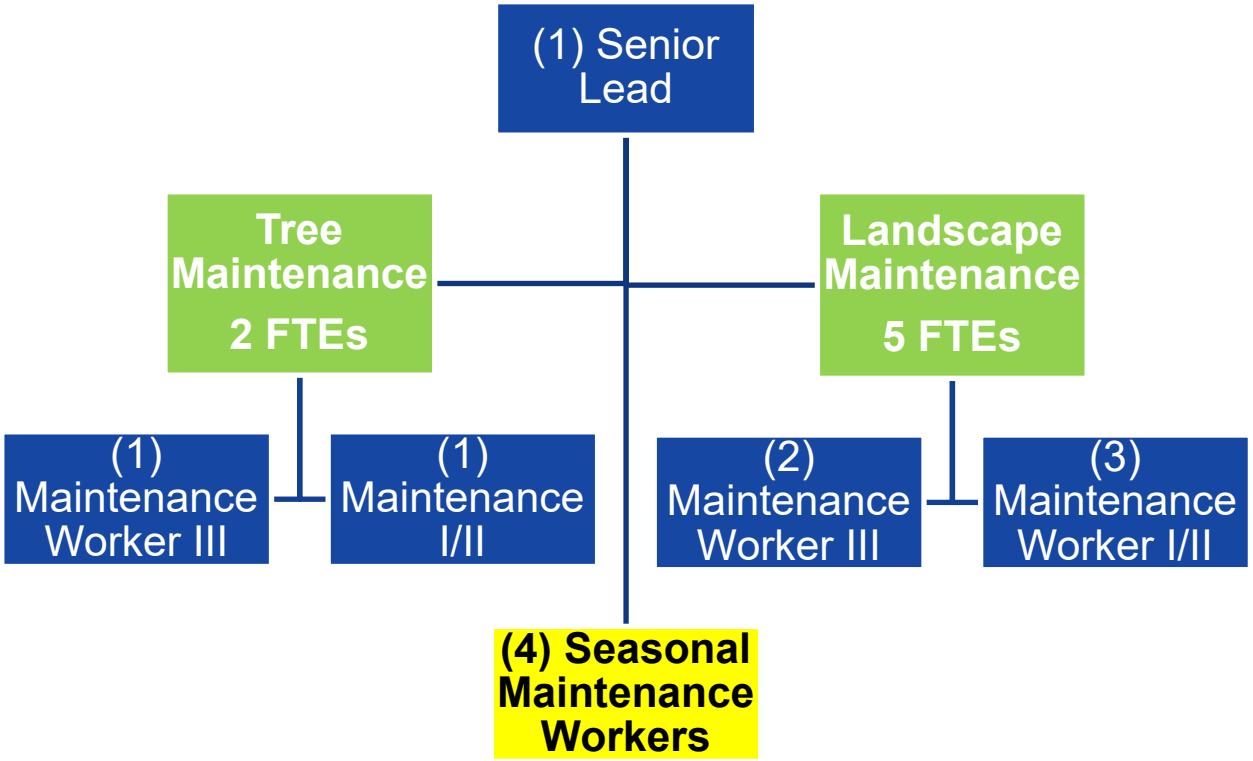
D. Santa Clara County Hazardous Vegetation Abatement Program

The Fire Department is active in enforcing weed abatement on private properties under the California Fire Code and Milpitas Municipal Code, Title V, Chapter 202. Likewise, pursuant to a February 2, 1976 Agreement between the City and the County of Santa Clara (County), the County under the provisions of the Health and Safety Code of the State of California and its ordinance has the authority to enforce the abatement of weeds for the City. Each year, the Fire Department works with the County to implement their Hazardous Vegetation Abatement Program (Program).

Major procedural functions under the Program are outlined below. For the August 5, 2021 Council Meeting, Council is asked to approve placing a lien on several parcels for non-payment of weed abatement services provided by the County.

1. The County prepares a list of parcels requiring abatement of weeds in the City and sends the list to the City for review and approval.
2. The County prepares notices for weed abatement and sends the notices to the owners of the parcels requiring weed abatement.
3. The City conducts a public hearing on the proposed removal of weeds, adopts a resolution to declare the weeds on the respective parcels of the land as a nuisance, and authorizes the County to perform weed abatement services on the parcels in accordance with the February 2, 1976 Agreement.
4. Upon proper authorization by the City, the County proceeds with the removal of the weeds on the designated properties and provides the City with an itemized assessment report for the cost of the weed abatement services performed on each parcel.
5. Finally, the City holds a public hearing to include the cost for the weed abatement services performed for the City for the current year, as a special assessment on the bills for taxes levied against the affected parcels.

Questions about the County's Hazardous Vegetation Abatement Program in the City can be directed to:

Milpitas Fire Prevention Division
Fire Prevention Business Line - (408) 586 - 3365

T&L Authorized Staffing Level